

CITY COUNCIL MEETING
Wednesday, December 02, 2020 6:30 P.M.

Please join the meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/CityCouncil1>

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United States (Toll Free): [1 866 899 4679](tel:18668994679)

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Mexico (Toll Free): [800 083 55 35](tel:8000835535)

Mexico: [+52 55 4624 4518](tel:+525546244518)

Access Code: **718-957-813**

6:30pm	I	Call to Order/Roll Call – Mayor Burns
	II	Agenda corrections or additions
6:35pm	III	Business from the Audience
6:45pm	IV	Approval of: 11/18/2020 Council Meeting Minutes
	V	BUSINESS
6:50 pm	1.	Introducing Greg Valitchka – Newly elected Council member
7:00 pm	2.	City Planning 101 and Discussion – Scott Edelman, DLCD
8:30 pm	3.	Hood River / Mosier Utility Billing IGA and Fees Resolution – Council Motion/App. - Public Comment on Fees Resolution Prior to Vote
8:45 pm	4.	Mosier City Council Succession During Absence Resolution – Council Motion/App
8:50 pm	VI.	ANNOUNCEMENTS
9:00 pm	VII.	ADJOURN

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Staff Report

Meeting Date: December 2, 2020

Staff: Katie Skakel, City Planner

Agenda Title: DLCD Presentation – Planning 101

Agenda Action: No action necessary

Policy or Fiscal Impact: None

Staff Recommendation: This is a learning opportunity for City Council as we move into Long Range Planning work, which is legislative. Please ask questions of DLCD and staff.

Proposed Motion: no motion required

Staff Discussion:

Scott Edelman is the Central Region Representative for the Oregon Department of Land Conservation and Development (DLCD). In this role, Scott serves the cities and counties throughout the central core of the state, from the California to Washington borders, providing land use planning advice, assisting with grant opportunities, and helping to ensure compliance with state law and Oregon Land Use Rules. Scott grew up in Nampa, Idaho and, having seen his home town change into a “concrete and lights” expansion of the Boise/Meridian area, truly values the Oregon land use system for its protections of open space and community identity. Scott earned his Master of Urban and Regional Planning at the University of Carolina at Chapel Hill and currently lives with his wife and two boys (ages 14 and 11) in Redmond, Oregon. Scott was the Redmond City Planner in the years of growth from Microsoft and Facebook. He has some interesting highlights to share.

Scott will provide an overview of Oregon Land Law and the City of Mosier’s role in administering.

City Council’s Role:

- Clearly understand your responsibilities and authority as the governing body
- Make sound recommendations with adequate findings to ensure your reasoning is clear as the governing body

Role with the Public

- GOLDEN RULE FOR PUBLIC DECISION-MAKING
- FOLLOW OPEN MEETING LAW
- DO YOUR HOMEWORK
- CONDUCT QUASI-JUDICIAL HEARINGS ACCORDING TO THE REQUIRED RULES (Laura Craska Cooper will discuss)
- BE RESPECTFUL TO EVERYONE, **ESPECIALLY** EACH OTHER
- KEEP TO THE TOPIC –DON’T DIGRESS, AND DON’T LET THE PARTICIPANTS DIGRESS EITHER

➤ A “DELICATE BALANCE” BETWEEN THOROUGHNESS AND EFFICIENCY!

Scott will go over **Types of Hearings:**

- LEGISLATIVE HEARINGS:

- The political process

QUASI-JUDICIAL HEARINGS:

- Decision maker acts as the judge
- A land use appeal is a quasi-judicial hearing
- DECLARE THE NATURE OF THE HEARING
- READ THE PREHEARING STATEMENT
- POLL THE COUNCIL OR COMMISSION FOR BIAS, CONFLICTS, OR EX PARTE CONTACTS
- OPEN PUBLIC HEARING – STAFF REPORT, APPLICANT’S
- CASE, PROPONENTS/OPPONENTS, APPLICANT REBUTTAL
- ENSURE TESTIMONY IS MADE INTO THE MIC – NO WANDERING OR ADDRESSING AUDIENCE
- CAUTION REGARDING STAFF QUESTIONS OUTSIDE
- HEARING
- DELIBERATIONS. A MOTION SHOULD BE ON THE TABLE FOR DISCUSSION

Additional points will be covered include:

- EX PARTE CONTACT – WHAT IS IT?
- DISCLOSURE OF EX PARTE CONTACT
- ACTUAL CONFLICT OF INTEREST
- POTENTIAL CONFLICT OF INTEREST
- POTENTIAL CONFLICT – Exceptions
- DISCLOSURE OF CONFLICTS
- BIAS
- FINDINGS

Scott Edelman. Scott.edelman@state.or.us 541-306-8530

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Staff Report

Meeting Date: 12/2/20

Staff: John Grim – City Engineer

Agenda Title: Hood River IGA for Utility Services

Agenda Action: Motion to approve execution of the Hood River/Mosier Utility Billing IGA

Fiscal Impact: The IGA will increase water & sewer utility expenses significantly.

Staff Recommendation: Approve Motion to execute IGA

Authorization to Execute IGA

Background:

The City of Mosier operates its own utility meter reading and billing program for approximately 250 accounts. The program has become increasingly burdensome as the community grows but still employs only two fulltime staff. In recent years, Mosier has been challenged to maintain regular meter reading schedules and wishes to provide increased customer services, such as offering online payment options. Merging with the City of Hood River's utility reading and billing infrastructure will significantly reduce Mosier's workload while maintaining affordable rates and improving the City's cash flow.

Proposal:

Mosier will continue to provide all utility services and infrastructure maintenance. The City of Hood River will read, calculate, and bill Mosier customers. Mosier revenues will be remitted on a quarterly basis. Hood River will charge Mosier for the full cost of these services, including both direct expenses and an additional 10% charge for overhead.

The City of Hood River will also install meters for new construction in Mosier and charge developers directly for this service. This arrangement is preferable for the City of Hood River because it streamlines the addition of new meters in the City's financial system for billing purposes. Hood River will also perform meter maintenance as needed, but will not be responsible for any infrastructure outside of meter boxes. The enclosed agreement includes a lengthy list of provisions that Hood River and Mosier must abide by as a condition of the agreement.

Financial Impact:

Mosier and Hood River have negotiated an IGA to formalize this service. In the first year Mosier will pay to Hood River about \$30,000. Thereafter Mosier will pay to Hood River an annual fee of about \$17,000 for these services. The services in the 1st year include the cost to implement the new system. This new expense has been evaluated as part of the City's rate study. Proposed water and sewer rates to be adopted in January 2021 include this additional expense.

Implementation:

The Hood River City Council has approved the IGA.

The 1st meter reading by Hood River is scheduled for Jan. 18th, 2021. Billing will take place shortly thereafter.

In summary, City staff recommend approval of this agreement.

City Council Action:

The City Council can choose not to authorize an IGA, request revisions to the IGA, or delay a decision and request additional information;

or

Proposed Motion: "I move that the City Council make a motion to authorize the City Manager to sign the IGA with Hood River for meter reading and utility billing services"

**INTER-GOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF HOOD RIVER AND THE CITY OF MOSIER
(Utility Meter Reading and Account Billing)**

Parties to this Inter-governmental Agreement (“Agreement”) are:

Hood River:

City of Hood River
211 Second Street
Hood River, OR 97031

Attn: Will Norris, Ass’t City Manager

Mosier:

City of Mosier
P.O. Box 456
Mosier, OR 97040

Attn: Colleen Coleman, City Manager

This Inter-governmental Agreement is entered into pursuant to ORS 190.010 by and between the CITY OF HOOD RIVER (“Hood River”) and the CITY OF MOSIER (“Mosier”), both of which are units of local government, and shall be effective upon execution by both parties (the “Effective Date”).

RECITALS

1. The parties are both Oregon municipal corporations. Hood River is situated in Hood River County, Oregon, and Mosier is situated in Wasco County, Oregon; and
2. Mosier owns and operates a municipal drinking water system and sewer system (collectively the “utility”) that includes distribution, collection, and treatment facilities and service to individual customers throughout Mosier. Mosier operates the utility, installs and reads water meters, issues combined sewer/water bills, and collects utility revenues based on utility rates established by the Mosier City Council; and
3. Work associated with aspects of the utility administration has grown beyond the administrative capacity of Mosier’s limited staff resources, and Mosier desires assistance and to obtain efficiencies with the meter reading and account billing components of the utility; and
4. Hood River also owns and operates a public drinking water system and sewer system, and has sufficient administrative experience, expertise, and capacity to assist Mosier in administering its meter reading and utility account billing; and
5. The parties desire that Hood River staff assist Mosier in the administration of the utility through this Intergovernmental Agreement.

NOW, THEREFORE, pursuant to ORS 190.010, and based upon the foregoing Recitals, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to establish the responsibilities of each party, whereby Hood River assists in the administration and operation of the utility, and Mosier compensates Hood River for those services.

2. OBLIGATIONS OF THE PARTIES.

2.1 Mosier's Obligations: Mosier shall make its utility billing and account system ready and available for Hood River to administer, and shall facilitate and cooperate with Hood River's administration of the utility by undertaking the following responsibilities:

2.1.1 Mosier shall make available to Hood River, upon request, all of its utility billing records, customer accounts, and all other documents and records associated with Mosier's utility systems in a format readable by Hood River's financial and utility billing software (Caselle). Mosier will provide technical assistance to ensure correct billing methodology set up in Caselle prior to January 1, 2021.

2.1.2 Mosier shall provide to Hood River functional meter reading hardware and software, with Mosier paying the ongoing costs for that software and those systems.

2.1.3 Mosier shall demonstrate a 95% meter radio read rate, or better, prior to Hood River undertaking any responsibilities under this Agreement.

2.1.4 Hood River's obligations under this Agreement are conditioned upon the Mosier City Council's adoption of Hood River's fee schedule (or a fee schedule deemed acceptable by Hood River) for late payments, penalties, fees and interest for such items as may be necessary for the efficient administration of the utility account billing served by Hood River pursuant to this Agreement. Additionally, this Agreement is conditioned upon Mosier City Council revision of its fee schedule to reflect that the cost of new meters, meter box installation, and meter installation shall be deferred to Hood River's cost of providing this equipment and service.

2.1.5 Hood River shall allow Mosier utility customers to make physical utility payments at Mosier City Hall. Mosier shall convey all such payments received to Hood River on a weekly basis at Hood River City Hall, or on such other frequency as the parties mutually agree. Mosier shall provide a Caselle deposit report for each deposit.

2.1.6 Mosier shall continue to be responsible for the maintenance, repair, and replacement of all water and sewer piping, infrastructure, and equipment for the utility, except for water meters and pipe connections located inside water meter boxes.

2.1.7 Mosier shall continue to be responsible for all Mosier utility customer cut-offs, collections, liens, and related procedures and enforcement for late or non-payment of utility bills. Hood River shall impose all such late fees, penalties and interest, and post notices (i.e. "Door Hangers"), on past-due utility accounts as part of its utility billing responsibilities.

2.2 Hood River's Obligations: Hood River shall administer Mosier's water meter reading and utility billing by undertaking the following responsibilities:

- 2.2.1 Hood River shall read monthly meter usage, process and issue utility bills, and collect utility revenues from all Mosier utility accounts. Hood River shall also be responsible for imposition of late fees and penalties on accounts for late or non-payment in accordance with the late payment penalty schedule adopted by Mosier, which shall be consistent with Hood River's schedule for late payment fees, penalties and interest.
- 2.2.2 Hood River shall provide Mosier access to related records/data associated with Hood River's billing activities under this Agreement as needed for Mosier's annual audit. Hood River shall prepare and provide to Mosier revenue reports as needed for Mosier City Council presentations, rate studies, or any other purpose that Mosier deems necessary. However, Hood River shall not be responsible for maintaining water usage records longer than 3 years. If Mosier desires records further back than 3 years, Mosier shall be responsible for obtaining those records from Hood River within the first 3 years of their creation and maintaining them in Mosier.
- 2.2.3 Hood River shall be responsible for meter installations. Hood River shall be responsible for any repair/replacement inside water meter boxes and to the meter box itself. Mosier shall maintain and provide the City of Hood River access to a supply of repair and replacement materials located in the City of Mosier. Mosier shall be responsible for the repair and replacement of all water and sewer piping, infrastructure and equipment located outside of water meter boxes and for performing leak investigation.
- 2.2.4 Hood River shall be responsible for the administration of new customer accounts, in addition to move-ins/move-outs. Hood River shall charge new Mosier water customers directly for new water meters and installation of new meters and new meter boxes based on the City of Hood River's cost for providing this service and upon presentment to Hood River of a building permit for new construction
- 2.2.5 Hood River shall remit utility revenue to Mosier on a quarterly basis (ACH or check), less Hood River's costs for work and services performed under this Agreement.
- 2.2.6 Hood River shall make available an on-line utility bill paying system to Mosier utility customers that accepts utility payments, including automatic payment options through Xpress Bill Pay with Hood River branding.
- 2.2.7 Hood River shall provide any needed Caselle license and training to Mosier personnel so that utility payments can be accepted at Mosier City Hall.
- 2.2.8 Hood River shall begin meter reading and billing services under this agreement on January 1, 2021 or upon Mosier City Council's adoption of Hood River's fee schedule and any other tasks that Mosier must complete prior to Hood River's commencement of services under this Agreement, whichever occurs last.

3. COMPENSATION. For services rendered pursuant to this Agreement, Mosier shall pay Hood River \$30,564, on or before January 1st, 2021 for set-up and 2021 Calendar Year meter reading and billing services. Thereafter Hood River will retain 3.7 % of all utility revenues collected for the remainder of the term as compensation for services rendered under this agreement.

4. TERM and TERMINATION. The initial term of this Agreement shall be 5 years from the Effective Date. After the initial 5-year term, this Agreement shall automatically renew for successive 1-year terms until terminated as provided herein. The parties may terminate this Agreement at any time by mutual written agreement. Either party may terminate this Agreement for any reason upon 120-days prior written notice given to the non-terminating party. Hood River shall be entitled to compensation for all services it provides up to the effective date of termination.

5. ADMINISTRATION. No new or separate legal or administrative entity shall be created by this Agreement.

6. INDEMNIFICATION. Each party shall indemnify, defend and hold harmless the other party, its officers, officials, employees, agents, students and volunteers from any and all claims, injuries, damages, losses or suits, including all legal and attorneys' fees, arising out of or in connection with any activity allowed pursuant to this Agreement, except for injuries or damages caused by the sole negligence, intentional or criminal act of a party. Each party shall be solely responsible and liable for any claims, injuries or damages, losses or suits arising from or caused by the sole negligence, intentional or criminal act of that party. Neither party shall be liable to the other for incidental or consequential damages.

7. INDEPENDENT STATUS OF THE PARTIES. The parties to this Agreement will be acting in their individual capacities and not as employees, administrators, students, agents, partners, joint ventures, or associates of one another. The employees, administrators, students and agents of one party shall not be considered or construed to be the employees, administrators, students and agents of the other party for any purpose whatsoever.

8. INSURANCE REQUIREMENTS: Both Parties shall obtain and maintain automobile and commercial general liability insurance to cover any property damage, personal injury and death of their respective employees, agents, officials. Both Parties shall either have the other Party named as an "additional insured" on its policy and/or provide a certificate from its insurance carrier demonstrating that the other Party is an additional insured on each Party's policy.

7.1 Mosier's insurance coverage shall be primary insurance with respect to Hood River. Any insurance, self-insurance, or insurance pool coverage maintained by Hood River shall be excess of Mosier's insurance and shall not contribute with it.

7.2 The insurance coverage shall not be cancelled by either party, except after 30 days prior written notice by certified mail, return receipt requested, has been given by the cancelling Party to the other Party.

9. MINIMUM AMOUNTS OF INSURANCE. The Parties shall separately maintain at least the following amounts and types of insurance:

9.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

9.2 Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate limit.

9.3 Worker's Insurance Coverage: Both parties shall be responsible for providing their respective employees Worker's Compensation insurance to meet the statutory requirements for their respective qualified employees.

IN WITNESS WHEREOF, this Agreement has been executed by an authorized representative of each party on the dates set forth below:

CITY OF MOSIER

CITY OF HOOD RIVER

By: _____
Colleen Coleman, City Manager

By: _____
Rachael Fuller, City Manager

Dated _____

Dated _____

CITY OF MOSIER

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Staff Report

Meeting Date: 12/2/20

Staff: John Grim – City Engineer

Agenda Title: Adoption of Hood River Water Utility Administrative Fees

Agenda Action: Motion to adopt Resolution No. 2020-06

Fiscal Impact: Negligible. The new fees are generally lower than existing.

Staff Recommendation: Adopt Resolution No. 2020-06

Fee Schedule Change

Background:

Mosier is proceeding with an Intergovernmental Agreement (IGA) with the City of Hood River to read our meters and do our water and sewer utility billing. A condition in the IGA requires Mosier to adopt Hood River's water and sewer utility fee schedule or otherwise compatible fees that will be processed under the IGA. This is necessary for administrative efficiency and was required by Hood River as a condition of entering into an agreement for these services.

Proposal:

The fees are listed in proposed Resolution No. 2020-06. These fees are, in part, replacing existing fees adopted by Mosier. In addition, there are two new fees. Generally, the fees are lower than existing fees. Since there are two new fees and one existing fee is increasing; an opportunity for public comment is required.

The fees will be adjusted for inflation annually, without the need for City Council approval, as identified in the attached Resolution.

In summary, staff recommend that City Council approve Resolution No. 2020-06.

Public Comment:

The City Council should ask for public comment on the proposed fees.

Alternatives:

The City Council can choose to request revisions to the fee schedule within the framework of the IGA or delay a decision and request additional information. If there are delays in the fee schedule adoption the proposed IGA schedule will also need to be adjusted;

or

Proposed Motion. *"I move that the City Council adopt Resolution No. 2020-06 Establishing Certain Water and Sewer Administrative and Processing Fees"*

**BEFORE THE CITY COUNCIL
FOR THE CITY OF MOSIER, OREGON**

Resolution No. 2020-06

**Resolution Establishing Certain Water and Sewer Processing and
Administrative Fees**

WHEREAS, the Mosier City Council has approved an intergovernmental agreement with the City of Hood River for the City of Hood River to perform utility meter reading and account billing related to the provision of water and sewer services on behalf of the City of Mosier;

WHEREAS, for the purpose of gaining administrative efficiencies and for compatibility with the City of Hood River's existing utility billing system, certain bill processing and administrative fees applicable to customers of the City of Mosier must be made compatible with those applicable to the customers of the City of Hood River;

WHEREAS, the Mosier City Council from time to time establishes and adopts, by resolution, rates, fees, and charges pertaining to the provision of water and sanitary sewer services;

WHEREAS, pursuant to ORS 294.160, on December 2, 2020, the Mosier City Council held a public meeting where the public was invited and provided an opportunity to comment on the new fees and changes to existing fees;

WHEREAS, the Mosier City Council now wishes to adopt the fees and charges as set forth in this Resolution, to take effect beginning January 1, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE MOSIER CITY COUNCIL:

Section 1. Adoption of Fees. The Mosier City Council hereby adopts the fees and charges as set forth in Exhibit A, attached hereto and by this reference incorporated herein.

Section 2. Effect on Previously Adopted Fees and Charges. This Resolution supersedes and replaces any and all previously adopted fees and charges for the same identified services, fees, and charges. The fees and charges adopted by this Resolution are in addition to all other duly adopted fees and charges for water and sewer services.

Section 3: Effective Date. The fees and charges adopted herein shall take effect beginning January 1, 2021 and will remain in effect unless superseded or repealed by action of the City Council.

**INTRODUCED AND ADOPTED this _____ day of _____, 20____, by the
Mosier City Council:**

By: _____ Title: _____

Attest: By: _____ Title: _____

**Exhibit A
Water and Sewer
Processing and Administrative Fees and Charges**

Fee Description	Amount
Delinquent Fee (30 days past due)	\$5.00
Door hanger fee for delinquent accounts	\$23.00
Shut off fee for delinquent accounts	\$35.00
Processing fee new accounts	\$10.00
Processing fee closed accounts	\$10.00
Water turn on/off after hours	\$92.00
Returned check/payment fee + bank fee	\$38.00 + \$12.00 = \$50.00
Meter installs	Cost recovery (actual expense incurred)

**This schedule will be adjusted annually for inflation using a consumer price index that matches that used by the City of Hood River.

FY 2020-21 Consolidated Schedule of Fees (Exhibit A)

#	Fee Description	Per Resolution No. 2015-10	Proposed Change	New Fee Amount	Notes
Utility Fees					
44	Utility Turn Off/Turn On fee	\$43	(\$8)	\$35	Per City of Hood River fee schedule
45	Premises notification (door hanger)	\$25	(\$2)	\$23	Per City of Hood River fee schedule
46	Delinquent Fee (30 days past due)	\$2.50	\$2.50	\$5	Per City of Hood River fee schedule
47	Processing Fee New and Closed Accounts	\$35	(\$25)	\$10	Per City of Hood River fee schedule
48	City Water external usage set up fee	\$100		\$100	Need to add to our rate resolution
49	City Water external usage breakdown fee	\$100		\$100	Need to add to our rate resolution
50	Water turn on/off after hours	NA	\$92	\$92	Per City of Hood River fee schedule
51	Returned check/Payment fee + bank fee	NA	\$38 + \$12 = \$50	\$50	Per City of Hood River fee schedule

Highlighted items are those changes proposed by JG.

Utility Lien: When an account has a past due balance greater than \$1,000 and there have been no payments for three months or more, the City will place a lien on the property and a letter is sent to the homeowner. The recording fee charged by Wasco County is also added to the customer's outstanding balance.

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Staff Report

Meeting Date: December 2, 2020

To: Mosier City Council

From: Laura Westmeyer, City Attorney

Agenda Title: Resolution Establishing a Line of Succession of Authority Among City Council Members

Agenda Action: Approval of Resolution (by motion), or no action on Resolution

Policy or Fiscal Impact: No fiscal impact

Staff Recommendation: Approve the Resolution as presented

Alternatives to Recommendation: The Council may adopt the Resolution by motion, either as presented or with modifications based on the Council's discussion. Or the Council may decline to adopt the Resolution and take no action.

Proposed Motion: "I move to approve Resolution No. 2020-05, Establishing a Line of Succession of Authority Among City Council Members in the Event of a Member's Unavailability."

Summary:

The City Council requested a resolution to clarify when a member of the City Council may be deemed unavailable and to identify a line of succession in such circumstance. The attached resolution is proposed to meet that request and is presented for the Council's consideration for adoption.

Background:

At the November 4, 2020 meeting of the City Council, the Council discussed anticipated absences of members of the City Council and requested that I draft a resolution to clarify when a member of the City Council may be deemed unavailable, and to identify a clear line of succession when there is a declaration of unavailability. The Council discussed the different methods by which a Council member may be declared unavailable and discussed the appropriate line of succession for which individuals should assume the duties of an unavailable member. The attached resolution was prepared pursuant to that discussion.

Attachments:

Resolution No. 2020-05 Establishing a Line of Succession of Authority Among City Council Members in the Event of a Member's Unavailability.

**BEFORE THE CITY COUNCIL
FOR THE CITY OF MOSIER, OREGON**

Resolution No. 2020-05

Resolution Establishing a Line of Succession of Authority Among City Council Members in the Event of a Member's Unavailability

WHEREAS, all legislative powers of the City of Mosier not reserved to the people or otherwise prescribed are vested exclusively in the collective body of the City Council;

WHEREAS, the Mosier City Council consists of a Mayor and six Councilors elected from the City at large;

WHEREAS, pursuant to the Mosier City Charter (2010) and the Mosier Municipal Code, the Mayor has specific duties and responsibilities, which include presiding over meetings of the City Council; enforcing the rules of the City Council; placing items on the City Council agendas; calling special meetings of the City Council; appointing individual members of committees established by the City Council; appointing officers required to be appointed by the City Council, subject to the consent of the majority of the City Council; and executing official documents for actions taken by the City Council, including ordinances, resolutions, and contracts;

WHEREAS, in addition to such specific duties and responsibilities, the Mayor serves as the spokesperson for the City Council, and as the lead political representative of the City at community events and government functions;

WHEREAS, pursuant to the Mosier City Charter (2010) and the Mosier Municipal Code, the Council President has specific duties and responsibilities, which include functioning in the Mayor's role when the Mayor is absent or unable to function as Mayor (hereafter described as "unavailable"), and assuming the specific duties and responsibilities of the Mayor in such circumstance; and

WHEREAS, the Mosier City Council wishes to clarify when the Mayor, Council President, and any other member of the City Council holding specific duties and functions may be deemed unavailable, and to delegate a line of succession of authority among members of the City Council to undertake the duties of an unavailable member.

NOW, THEREFORE, BE IT RESOLVED BY THE MOSIER CITY COUNCIL:

Section 1. Definitions. For purposes of this Resolution:

“Absent” shall mean physical absence from the jurisdictional boundaries of the City of Mosier, or physical absence at a meeting or other location where the function of a Member is needed or desired, in addition to the ordinary dictionary definition of the term.

“Member” shall mean any individual member of the Mosier City Council, including the Mayor, the Council President, or any other individual member.

“Unable to function” shall mean the inability to fully serve in the role of the Member, fulfill an official duty or obligation of the Member, or fulfill any function needed or desired by the Member.

“Unavailable” shall have its ordinary dictionary definition, and in addition shall mean a Member that has been deemed absent, unable to function, or declared unavailable to serve in the Member’s role pursuant to this Resolution.

Section 2. **Declaration of Unavailability.** Any member of the City Council may be deemed unavailable by any one of the following methods.

1. A Member declares herself/himself to be unavailable.
2. A majority of the City Council, by motion, declares a Member to be unavailable.
3. The City Manager, with the consent of two or more City Councilors, declares in writing that a Member is unavailable.

In the event of a declaration of unavailability, the declarer shall notify the individual in the line of succession pursuant to Section 4 of this Resolution, and such individual shall assume the duties and functions of the unavailable Member for the authorized period.

Section 3. **Repeal of a Declaration of Unavailability.** Any member of the City Council who is declared unavailable pursuant to Section 2 of this Resolution shall be deemed unavailable beginning from the time of the declaration until the time when the declaration is repealed, which must occur by the same method used to declare the Member’s unavailability. For example, if a Member declares herself or himself to be unavailable, that Member must repeal the declaration. If the City Manager, with the consent of two or more City Councilors, declares in writing that the Member is unavailable, then the City Manager, with the consent of two or more City Councilors (which may be the same or different City Councilors) must repeal the declaration in writing.

Section 4. **Line of Succession.** If the Mayor is declared unavailable, the following individuals, in the order herein named, shall act as the Mayor pro tempore:

1. Council President
2. Councilor with the most tenure on the City Council
3. Councilor with the next most tenure on the City Council, etc.

If the Council President is declared unavailable, or if the Council President is functioning as the Mayor pro tempore, the same line of succession shall exist, and the individual in the order herein named shall act as the Council President pro tempore.

Section 5. Authority. The individual authorized under this Resolution to assume the role of an unavailable Member shall have all of the powers, duties, and authorities of the unavailable Member from the time when the Member is deemed unavailable up until the time the declaration of unavailability is repealed.

Section 6: Effective Dates. This Resolution is effective as of the date of adoption and will remain in effect unless superseded or repealed by action of the City Council.

INTRODUCED AND ADOPTED this _____ day of _____, 20____, by the Mosier City Council:

By: _____ Title: _____

Attest: By: _____ Title: _____