

CITY of CASCADE LOCKS

AGENDA

CITY COUNCIL MEETING, Monday, March 10, 2014, 7:00 PM, CITY HALL

Purpose: The City Council meets on the 2nd and 4th Mondays of each month to conduct city business.

1. **Call to Order/Pledge of Allegiance/Roll Call.**
2. **Additions or amendments to the Agenda.** (The Mayor may add items to the agenda after it is printed and distributed only when required by business necessity and only after an explanation has been given. The addition of agenda items after the agenda has been printed is otherwise discouraged.)
3. **Adoption of Consent Agenda.** (Consent Agenda may be approved in its entirety in a single motion. Items are considered to be routine. Any Councilor may make a motion to remove any item from the Consent Agenda for individual discussion.)
 - a. **Approval of Minutes of February 24, 2014 Council Meeting.**
 - b. **Ratification of the Bills in the Amount of \$ 146,798.85.**
4. **Public Hearings.**
5. **Action Items:**
 - a. **Appointment to Committees.**
 - b. **Approve Resolution 1298 Regarding Excessive Force in Nonviolent Civil Rights Demonstrations.**
 - c. **Approval of IFA Contract.**
6. **Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community.** (Comments on matters not on the agenda or previously discussed.)
7. **Reports and Presentations.**
 - a. **City Committees.**
 - b. **City Administrator Zimmerman Report.**
8. **Mayor and City Council Comments.**
9. **Other matters.**
10. **Executive Session as may be required.**
11. **Adjournment.**

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for person with disabilities, should be made at least 48 hours in advance of the meeting by contacting the City of Cascade Locks office at 541-374-8484.

1. **Call to Order/Pledge of Allegiance/Roll Call.** Mayor Cramblett called the meeting to order at 7:00 PM. CM's Groves, Fitzpatrick (via conference phone), Randall, Walker, Busdieker, and Mayor Cramblett were present. CM Helfrich was excused. Also present were City Administrator Gordon Zimmerman, City Attorney Ruben Cleaveland, City Recorder Kathy Woosley, Finance Officer Marianne Bump, Don and Gyda Haight, Ken Onstott and Darrin Eckman.

2. **Additions or amendments to the Agenda.** CA Zimmerman stated he would like to add agenda item 7. d. to the agenda and move agenda items 7.b. and 7.d. after agenda item 3. He said executive session would be needed for ORS 196.220 (f) exempt public records and would not need executive session for items (a) and (e).

3. **Adoption of Consent Agenda.**

a. **Approval of Minutes of February 11, 2014 Town Hall Meeting.**

b. **Approval of Minutes of February 12, 2014 Council Meeting.**

c. **Ratification of the Bills in the Amount of \$61,245.22.**

d. **Approve Resolution No. 1295 Authorizing Receipt of Unanticipated Revenue in the Amount of \$5,000, Making Appropriations, and Authorizing Expenditures.**

Mayor Cramblett read the list of items on the Consent Agenda. **Motion:** CM Walker moved, seconded by CM Groves, to approve the Consent Agenda. The motion was passed unanimously by CM's Groves, Fitzpatrick, Randall, Walker, Busdieker, and Mayor Cramblett.

Reports and Presentations.

a. **Audit Report.** Mr. Onstott presented the 2012/2013 Audit Report. He stated he appreciated the cooperation of staff and that it is always pleasant working with them.

d. **Water Master Plan (added).** Darrin Eckman described the deficiencies in the City's water system and explained options provided in the Plan. He said Council should review the Plan and he would come to the March 24, 2014 Council Meeting to answer any questions the Council would have.

4. **Public Hearings: Supplemental Budget for Cemetery Plot Repayment.** Mayor Cramblett opened the hearing at 7:54 PM. Hearing no testimony Mayor Cramblett closed the hearing at 7:55 PM.

5. **Action Items:**

a. **Appointment to Committees.** None.

b. **Approve Resolution No. 1294 Adopting a Supplemental Budget for Fiscal Year 2013/2014, Making Appropriations and Authorizing Expenditures from Cemetery Fund.**

Motion: CM Busdieker moved, seconded by CM Walker, to approve Resolution No. 1294. FO Bump explained why a supplemental budget was necessary. The motion passed unanimously by CM's Groves, Fitzpatrick, Randall, Walker, Busdieker, and Mayor Cramblett.

Mrs. Haight asked for the cost per plot. FO Bump stated the purchased plots range in price from \$70.00 to the current price of \$700.00 and the refunded amount is less 10%.

c. **Approve Resolution No. 1296 Calling an Election to Submit to City Voters an Ordinance to Create an Emergency Medical Services (EMS) Fee on Property Served by the City of Cascade Locks Electric Utility to Assist in Covering the Costs Associated with Providing EMS Services to Residents and Businesses Served Within the City of Cascade Locks Ambulance Service Area.** CA Zimmerman stated this resolution places an EMS service fee on all electric

meters in the ambulance service area. Mayor Cramblett asked City Attorney Cleaveland about the legality of imposing the increases to non-residents. City Attorney Cleaveland gave two legal opinions from other areas. He said it is his opinion that the City can set the fee as set in the resolution. Mayor Cramblett questioned adding the fee to Multnomah County residents when that County already gives \$20,000 to provide service in the Multnomah County area. City Attorney Cleaveland said as long as there isn't any language in the contract to prevent it then it would be allowed. He said there is potential for Multnomah County to end the contract for whatever reason they decide. CA Zimmerman said Forensic Auditor Matt Graves is reviewing this contract currently but the contract is moot on that point. CM Busdieker stated that the Multnomah County EMS Contract covers the highway and doesn't include electrical meter customers. CA Zimmerman stated that City would respond anywhere in the service area but the City can assess the fee to residents in the service area.

Mayor Cramblett said the residents in the fish hatchery won't be charged as the City doesn't provide electricity to them but would receive the ambulance service. He asked if that was an issue. City Attorney Cleaveland said Council is setting a goal to achieve through all consumers with few exceptions. Mayor Cramblett asked Attorney Cleaveland if in his legal opinion that setting this fee was legal with no ramifications. City Attorney Cleaveland said he did not foresee any issues. He said what he reviewed is the City's ability to administrate a utility outside the city limits and the voting issue and within that realm he found no legal basis for a challenge.

CA Zimmerman recited the rates in the resolution. He said this would raise the approximate \$60,000 per year to support the Fire Department. Mayor Cramblett said he would recommend the \$60,000 be reduced by \$20,000. He said recently Council changed how administration costs are appropriated. He said historically there was 2% allocated to administration in emergency services and citizens thought Council should review how administration is allocated. He said a proposal was brought forward and approved by Council to change the appropriation. He explained that with that proposal the administration cost will be increasing by \$20,000. Mayor Cramblett said that \$20,000 being asked for from the citizens will not be going to the department but to administration. He said it will be easier to ask citizens to pay for \$40,000.

CA Zimmerman said he wants Council to understand that the \$20,000 will have to be covered by the General Fund. He said Council has stated the City needs to operate as a business. He said Council has heard from the City's Auditor and the Forensic Auditor that the administration costs need to be adjusted. He said Council must understand that \$100,000 will have to be absorbed over the next five years. He said Council would be committing the General Fund to pay even more to subsidize the Fire Department. He said the ordinance is written that the fee can be reduced after a yearly review. He said the fee can't be increased.

Mayor Cramblett said the City would be asking citizens to pay an additional \$20,000. CA Zimmerman explained this is the cost of doing business. Mayor Cramblett said he wants to know that this can be sold to the citizens. CM Walker said it is going to be tough to sell an increase for anything, especially administration. He said he wasn't sure that following historic allocations would be the right thing to do. He said the auditor stated tonight that administration costs have to be covered better. He agreed that \$4.00 does sound better than \$6.00. CM Randall stated it is a matter of educating the public on the allocation. He said Council needs to make sure the public understands why this is necessary.

Motion: CM Groves moved, seconded by CM Randall, to approve Resolution No. 1296 referring an EMS funding measure to the May 20 Primary Ballot. CA Zimmerman asked for clarification on the level. CM Groves clarified at the \$60,000 level as presented in the resolution. CM Groves stated that it has been brought up repeatedly that the EMS Department be ran as a business. She said administration costs are part of doing business. She said Council has asked for administration costs to be figured into this. She said this is what was brought back to Council and it has to be a part of it. CM Busdieker stated she agreed.

Mayor Cramblett argued that had Council not asked for a reallocation of administration fees this \$20,000 would not be here. He said now there is an extra \$20,000 added. CA Zimmerman this is \$20,000 extra in the EMS Fund but not \$20,000 extra in administration costs. He said it is a reallocation. He said this amount is based on a model and not an exact figure. He said it is not new fees and other departments collectively will be paying \$20,000 less. Mayor Cramblett said before the reallocation the City would be asking for \$20,000 less. CA Zimmerman explained that a \$20,000 reduction will be taken from the rest of the administration. Mayor Cramblett said he now understands. CA Zimmerman said administration costs, per the model, are based proportionately on the amount of personal services and materials and services consumed by the department. He said the budget hasn't been built yet. He said Council will be able to see how it is all broken out during the budget process.

The motion passed unanimously by CM's Groves, Fitzpatrick, Randall, Walker, Busdieker, and Mayor Cramblett.

d. **Approve Resolution No. 1297 Adopting Policies for Large Projects Undertaken by the City of Cascade Locks.** **Motion:** CM Busdieker moved, seconded by CM Walker, to approve Resolution No. 1297 with the word "major" changed to "large" in number 6. The motion passed unanimously by CM's Groves, Fitzpatrick, Randall, Walker, Busdieker, and Mayor Cramblett.

6. **Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community.** None.

7. **Reports and Presentations.**

a. **City Committees.** None.

b. **Audit Report.** Took place earlier in the meeting.

c. **City Administrator Zimmerman Report.** (Exhibit A). He stated the Sensus handheld meter reader wasn't working properly and needed to be replaced. He asked for permission to purchase a new one at an approximate cost of \$14,000. Council gave their consensus.

d. **Water Master Plan (added).** This took place earlier in the meeting.

8. **Mayor and City Council Comments.** CM Busdieker stated she was glad to be back after being sick for a month. She said she would be getting back into emergency preparedness. CM Walker thanked citizens for their patience and understanding during the recent landslide near Mitchell Point. He also thanked the Fire Department. CM Fitzpatrick thanked CA Zimmerman for emailing the City Administrator staff report to him. Mayor Cramblett reminded all that the 2% being given to EMS will end in June and the measure going before the voters will amount to close to what is currently being contributed.

9. **Other matters.** None.

10. **Executive Session as may be required under ORS 196.220 2(f) Exempt documents (added)**. Mayor Cramblett recessed regular session and entered into executive session at 8:52 PM. CM's Groves, Fitzpatrick, Randall, Walker, Busdieker, and Mayor Cramblett were present. Also present were CA Zimmerman, City Attorney Cleaveland, and CR Woosley.

11. **Adjournment. Motion:** CM Busdieker moved, seconded by CM Randall, to adjourn. The motion passed unanimously by CM's Groves, Fitzpatrick, Randall, Walker, Busdieker, and Mayor Cramblett. The meeting was adjourned at 8:58 PM.

Prepared by
Kathy Woosley, City Recorder

APPROVED:

Tom Cramblett, Mayor



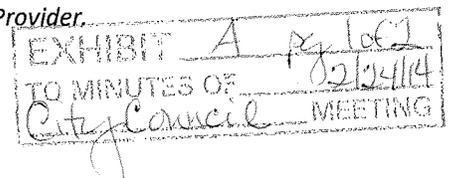
City of Cascade Locks
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City Administrator Report to the City Council
Wednesday, February 24, 2014

- 1. Columbia River Gorge Commission Reception:** On Monday, February 17, I attended a CRGC reception in Salem with Jesse Groves, Joeinne Caldwell, and Gary Rains. The purpose of the reception was to introduce the Gorge Commission and the vital role of the National Scenic area to state legislators who may not know or understand our region. It was critical to make contact through our local legislators, Chuck Thomsen and Mark Johnson, with those legislators who have the potential to influence the funding for the Gorge Commission and to raise the profile of Cascade Locks. It seemed to be a successful meeting.
- 2. Tri-County Hazardous Waste:** You may have seen some discussion in the news about the Tri-County Hazardous Waste Program of which Cascade Locks is a partner in the Intergovernmental Agreement. The question before the Steering Committee is where should this program be housed? In Wasco County or in the North County Public Health District. This discussion came about because the NCPHD is a newly formed district that used to be housed within the Wasco County Public Health Department. A question was raised by the staff as to where would they belong. The Steering Committee invited Wasco County and North County Public Health District to present proposals. The problem has been that the staff of the Public Health Department has not been adequate for the needs of the program. The hazardous waste program is entirely funded by the fees collected at the landfills and from a small subsidy from Sherman County. The Steering Committee voted to stay with Wasco County rather than move with the new public health district. The NCPUD and Wasco County are currently in discussions on how and when to move the program for the least impact on county/district employees and funds. It will not affect how the program works for Cascade Locks.
- 3. CIS Annual Conference:** I will be attending the CIS Annual Conference in Portland this Wednesday, Thursday, and Friday.
- 4. JWGED:** This is a reminder of the Joint Work Group for Economic Development is scheduled for this Thursday evening at 7:00 p.m.
- 5. Small Water Systems Workshop:** I will also be attending a one day work shop in Salem next Tuesday. This program is sponsored by the Environmental Finance Center at Boise State University and is free.
- 6. Sensus Hand Held Meter Reader:** Sensus is the manufacturing company for our hand held meter reader. We have been experiencing problems with the handheld unit for a few months. We have been having difficulty transferring the data input into the handheld unit into the computer for the utility billing system. As with all things

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technological, technology changes. In this case Sensus no longer supports our old (15 years) handheld. It is imperative that the handheld work well because that is the foundation of our billing process. Long story short, the new meter may cost up to \$14,000. We have only \$5,000 budgeted in Capital Reserve for this replacement. *May we proceed with this purchase and bring the accounting/budgeting process back to you at the next meeting?*

Thank you for all your effort on behalf of the City.

Gordon Zimmerman
Cascade Locks City Administrator

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PAGE NO.

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DEPARTMENT: CITY OF CASCADE LOCKS
COVER SHEET AND SUMMARY

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DATE:

DESCRIPTION:

AMOUNT:

2/21/2014
2/28/2014

Payroll
A/P

\$ 48,140.65
\$ 98,658.20

GRAND TOTAL \$ 146,798.85

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APPROVAL:

Mayor

Report Criteria:
Report type: GL detail

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
4498	02/14	02/28/2014	6864	1691	Active911, Inc.	device purchase	0540562110	16.10
Total 4498:								16.10
4499	02/14	02/28/2014	100	245574	American Public Power Association	Annual Dues	5140562030	444.52
4499	02/14	02/28/2014	100	245574	American Public Power Association	Annual Dues	5140662030	444.52
Total 4499:								889.04
4500	02/14	02/28/2014	370	35713	BIO-MED TESTING SERVICE	Drug Testing	0140462063	40.00
4500	02/14	02/28/2014	370	35713	BIO-MED TESTING SERVICE	Drug Testing	0540562063	40.00
Total 4500:								80.00
4501	02/14	02/28/2014	6839	60547287	Bound Tree Medical, LLC	Meds	0540562351	35.79
Total 4501:								35.79
4502	02/14	02/28/2014	610	609753	CASCADE COLUMBIA DISTRIBUTION	Chlorine	2140562650	490.00
Total 4502:								490.00
4503	02/14	02/28/2014	670	CCLEP 2251	CASCADE LOCKS LIGHT CO.	CCLEP	5140562138	450.00
Total 4503:								450.00
4504	02/14	02/28/2014	940	22114	CITY OF SPRINGFIELD	Ambulance Billing Service	0540562111	342.00
Total 4504:								342.00
4505	02/14	02/28/2014	1120	B64050	COLUMBIA HARDWARE, LLC	wire connectors	5140562800	8.88
Total 4505:								8.88
4506	02/14	02/28/2014	1530	8255-9217 Z/	DISH NETWORK	Programming	4140562740	400.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 4506:								400.00
4507	02/14	02/28/2014	4910	200105201	Eileen James	Refund Overpmt on Final Bill	9911033	76.04
Total 4507:								76.04
4508	02/14	02/28/2014	6878	512-1040	Gannett Co., Inc	programming	4140562740	155.20
Total 4508:								155.20
4509	02/14	02/28/2014	2020	1217429	GENERAL PACIFIC INC.	Control PE 105-305v electronic w/arreste	5140662800	231.00
Total 4509:								231.00
4510	02/14	02/28/2014	6854	21814	Gordon Zimmerman	reimburse mileage	0140162020	50.40
Total 4510:								50.40
4511	02/14	02/28/2014	2440	7194	HOOD RIVER COUNTY	Deputy Service February 2014	0141962250	7,261.00
Total 4511:								7,261.00
4512	02/14	02/28/2014	3110	10468	LOCAL GOVERNMENT	Investigation	5140562110	3,357.69
Total 4512:								3,357.69
4513	02/14	02/28/2014	6834	CALVIN 201	Luella Calvin	Buy back cemetery plot	1740562870	63.00
Total 4513:								63.00
4514	02/14	02/28/2014	6834	CALVI 2014	Lynnda Calvi	Buy back cemetery plot	1740562870	630.00
Total 4514:								630.00
4515	02/14	02/28/2014			Void Check			.00
Total 4515:								.00
4516	02/14	02/28/2014	6780	17849430	Ricoh Americas Corporation	Lease	0140162110	58.98

M = Manual Check, V = Void Check

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
4516	02/14	02/28/2014	6780	17849430	Ricoh Americas Corporation	Lease	0542162110	4.36
4516	02/14	02/28/2014	6780	17849430	Ricoh Americas Corporation	Lease	2142162110	16.13
4516	02/14	02/28/2014	6780	17849430	Ricoh Americas Corporation	Lease	3142162110	18.79
4516	02/14	02/28/2014	6780	17849430	Ricoh Americas Corporation	Lease	5142162110	138.54
Total 4516:								236.80
4517	02/14	02/28/2014	5720	13-478	Tenneson Engineering Corp	Water Right Time Extensions	2140562091	344.75
Total 4517:								344.75
4518	02/14	02/28/2014	6860	2814	The Bold Orange (DBA)	Quilt Block Brochures	0840562115	479.00
Total 4518:								479.00
4519	02/14	02/28/2014	6070	876861	TWGW, INC NAPA AUTO PARTS	gauges	5140562201	71.00
4519	02/14	02/28/2014	6070	877863	TWGW, INC NAPA AUTO PARTS	safety knee pads	5140562810	7.68
4519	02/14	02/28/2014	6070	877843	TWGW, INC NAPA AUTO PARTS	brake bleeder	2140562441	16.44
4519	02/14	02/28/2014	6070	877843	TWGW, INC NAPA AUTO PARTS	brake bleeder	3140562441	16.43
Total 4519:								111.55
4520	02/14	02/28/2014	6480	A144060	WESTERN ELECTRICITY	2014 Assessment	5140562030	323.50
4520	02/14	02/28/2014	6480	A144060	WESTERN ELECTRICITY	2014 Assessment	5140662030	323.50
Total 4520:								647.00
4521	02/14	02/28/2014	3160	22614	MARIANNE BUMP/PETTY CASH	office supplies	0140162010	9.79
4521	02/14	02/28/2014	3160	22614	MARIANNE BUMP/PETTY CASH	Town hall meeting supplies	0140862022	48.14
Total 4521:								57.93
4522	02/14	02/28/2014	740	53974	CASELLE, INC.	Contract Support	0140162082	142.20
4522	02/14	02/28/2014	740	53974	CASELLE, INC.	Contract Support	0340562082	45.03
4522	02/14	02/28/2014	740	53974	CASELLE, INC.	Contract Support	0540562082	40.29
4522	02/14	02/28/2014	740	53974	CASELLE, INC.	Contract Support	2140562082	244.11
4522	02/14	02/28/2014	740	53974	CASELLE, INC.	Contract Support	3140562082	218.04
4522	02/14	02/28/2014	740	53974	CASELLE, INC.	Contract Support	5140562082	417.12
4522	02/14	02/28/2014	740	53974	CASELLE, INC.	Contract Support	5140662082	78.21
4522	02/14	02/28/2014	740	54648	CASELLE, INC.	Contract Support	0140162082	142.20

M = Manual Check, V = Void Check

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
4522	02/14	02/28/2014	740	54643	CASELLE, INC.		0340562082	45.03
4522	02/14	02/28/2014	740	54643	CASELLE, INC.		0540562082	40.29
4522	02/14	02/28/2014	740	54643	CASELLE, INC.		2140562082	244.11
4522	02/14	02/28/2014	740	54643	CASELLE, INC.		3140562082	218.04
4522	02/14	02/28/2014	740	54643	CASELLE, INC.		5140562082	417.12
4522	02/14	02/28/2014	740	54643	CASELLE, INC.		5140562082	78.21
Total 4522:								2,370.00
4523	02/14	02/28/2014	790	313470082 2	CENTURYLINK	City Hall Phones	0140162050	139.18
4523	02/14	02/28/2014	790	313470082 2	CENTURYLINK	City Hall Phones	2142162050	185.38
4523	02/14	02/28/2014	790	313470082 2	CENTURYLINK	City Hall Phones	3142162050	102.34
4523	02/14	02/28/2014	790	313470082 2	CENTURYLINK	City Hall Phones	5142162050	157.90
4523	02/14	02/28/2014	790	313785538 2	CENTURYLINK	Sewer	2140562050	235.59
4523	02/14	02/28/2014	790	313891134 2	CENTURYLINK	Emergency After Hours	5140562050	40.36
4523	02/14	02/28/2014	790	313891134 2	CENTURYLINK	Emergency After Hours	5140662050	26.90
4523	02/14	02/28/2014	790	314228414 2	CENTURYLINK	Lift Station	3140562050	36.69
Total 4523:								924.34
4524	02/14	02/28/2014	5510	8028874214	STAPLES CONTRACT & COMMERCIA	Office Supplies	0140162010	18.01
4524	02/14	02/28/2014	5510	8028874214	STAPLES CONTRACT & COMMERCIA	Office Supplies	0140262010	1.78
4524	02/14	02/28/2014	5510	8028874214	STAPLES CONTRACT & COMMERCIA	Office Supplies	0542162010	.46
4524	02/14	02/28/2014	5510	8028874214	STAPLES CONTRACT & COMMERCIA	Office Supplies	2142162010	8.97
4524	02/14	02/28/2014	5510	8028874214	STAPLES CONTRACT & COMMERCIA	Office Supplies	3142162010	8.89
4524	02/14	02/28/2014	5510	8028874214	STAPLES CONTRACT & COMMERCIA	Office Supplies	5142162010	39.19
Total 4524:								77.30
4525	02/14	02/28/2014	6070	878126	TWGW, INC NAPA AUTO PARTS	tool kit	2140562560	65.00
4525	02/14	02/28/2014	6070	878126	TWGW, INC NAPA AUTO PARTS	tool kit	3140562560	65.00
4525	02/14	02/28/2014	6070	878126	TWGW, INC NAPA AUTO PARTS	tool kit	5140563700	130.00
4525	02/14	02/28/2014	6070	878141	TWGW, INC NAPA AUTO PARTS	oil filter	5140562201	68.81
4525	02/14	02/28/2014	6070	878141	TWGW, INC NAPA AUTO PARTS	oil filter	5140662201	68.80
4525	02/14	02/28/2014	6070	878145	TWGW, INC NAPA AUTO PARTS	oil	5140562201	364.50
4525	02/14	02/28/2014	6070	878145	TWGW, INC NAPA AUTO PARTS	oil	5140662201	364.50
4525	02/14	02/28/2014	6070	878157	TWGW, INC NAPA AUTO PARTS	oil	0140462441	27.86
4525	02/14	02/28/2014	6070	878157	TWGW, INC NAPA AUTO PARTS	oil	0340562441	27.86
4525	02/14	02/28/2014	6070	878157	TWGW, INC NAPA AUTO PARTS	oil	2140562441	27.88
4525	02/14	02/28/2014	6070	878157	TWGW, INC NAPA AUTO PARTS	oil	3140562441	27.88

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
4525	02/14	02/28/2014	6070	878335	TWGW, INC NAPA AUTO PARTS	tools	0140462441	51.55
4525	02/14	02/28/2014	6070	878335	TWGW, INC NAPA AUTO PARTS	tools	0340562441	51.54
4525	02/14	02/28/2014	6070	878335	TWGW, INC NAPA AUTO PARTS	tools	2140562441	51.55
4525	02/14	02/28/2014	6070	878335	TWGW, INC NAPA AUTO PARTS	tools	3140562441	51.54
Total 4525:								1,444.31
4526	02/14	02/28/2014	6110	22814	U.S. POSTAL SERVICE	UB Postage	0140162055	66.51
4526	02/14	02/28/2014	6110	22814	U.S. POSTAL SERVICE	UB Postage	0140262055	21.76
4526	02/14	02/28/2014	6110	22814	U.S. POSTAL SERVICE	UB Postage	0542162055	7.96
4526	02/14	02/28/2014	6110	22814	U.S. POSTAL SERVICE	UB Postage	2142162055	42.84
4526	02/14	02/28/2014	6110	22814	U.S. POSTAL SERVICE	UB Postage	3142162055	35.96
4526	02/14	02/28/2014	6110	22814	U.S. POSTAL SERVICE	UB Postage	5142162055	98.67
Total 4526:								273.70
226141	02/14	02/28/2014	6090	2974	U S BANK CC	ipad data plan	0540562050	14.99
Total 226141:								14.99
226142	02/14	02/28/2014	6090	8773	U S BANK CC	paramedic books	0540562022	1,003.18
Total 226142:								1,003.18
226143	02/14	02/28/2014	440	JAN14-PWR	BPA	Power Bill	5140562820	53,592.00
226143	02/14	02/28/2014	440	JAN14-PWR	BPA	Power Bill	5140662820	9,197.00
Total 226143:								62,789.00
226144	02/14	02/28/2014	440	JAN14-TRNO	BPA	Transmission Bill	5140562821	8,887.00
226144	02/14	02/28/2014	440	JAN14-TRNO	BPA	Transmission Bill	5140662821	3,849.00
Total 226144:								12,736.00
226145	02/14	02/28/2014	3650	14010234	NATIONAL CABLE TELEVISION COOP.	Programming	4140562740	283.61
Total 226145:								283.61
226146	02/14	02/28/2014	3080	JULY-DEC 2	LIBRARY OF CONGRESS	copyright fees	4140562030	67.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 226146:								
226147	02/14	02/28/2014	6080	1035 JAN 20	U S BANK	Bank Fees	0140162110	65.16 M
226147	02/14	02/28/2014	6080	1035 JAN 20	U S BANK	Bank Fees	0542162110	4.82 M
226147	02/14	02/28/2014	6080	1035 JAN 20	U S BANK	Bank Fees	2142162110	17.82 M
226147	02/14	02/28/2014	6080	1035 JAN 20	U S BANK	Bank Fees	3142162110	20.75 M
226147	02/14	02/28/2014	6080	1035 JAN 20	U S BANK	Bank Fees	5142162110	153.05 M
Total 226147: 261.60								
100000000	02/14	02/28/2014						.00 V
Total 100000000: .00								
100000001	02/14	02/28/2014						.00 V
Total 100000001: .00								
100000002	02/14	02/28/2014						.00 V
Total 100000002: .00								
100000003	02/14	02/28/2014						.00 V
Total 100000003: .00								
100000004	02/14	02/28/2014						.00 V
Total 100000004: .00								
100000005	02/14	02/28/2014						.00 V
Total 100000005: .00								
100000006	02/14	02/28/2014						.00 V
Total 100000006: .00								
100000007	02/14	02/28/2014						.00 V
Total 100000007: .00								

M = Manual Check, V = Void Check

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 100000007:								.00
100000008	02/14	02/28/2014						.00 V
Total 100000008:								.00
100000009	02/14	02/28/2014						.00 V
Total 100000009:								.00
100000010	02/14	02/28/2014						.00 V
Total 100000010:								.00
100000011	02/14	02/28/2014						.00 V
Total 100000011:								.00
100000012	02/14	02/28/2014						.00 V
Total 100000012:								.00
100000013	02/14	02/28/2014						.00 V
Total 100000013:								.00
100000014	02/14	02/28/2014						.00 V
Total 100000014:								.00
100000015	02/14	02/28/2014						.00 V
Total 100000015:								.00
100000016	02/14	02/28/2014						.00 V
Total 100000016:								.00
100000017	02/14	02/28/2014						.00 V

M = Manual Check, V = Void Check

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 100000017:								
100000018	02/14	02/28/2014			Void Check			.00
Total 100000018:								
100000019	02/14	02/28/2014			Void Check			.00
Total 100000019:								
100000020	02/14	02/28/2014			Void Check			.00
Total 100000020:								
100000021	02/14	02/28/2014			Void Check			.00
Total 100000021:								
100000022	02/14	02/28/2014			Void Check			.00
Total 100000022:								
Grand Totals:								
								98,658.20

M = Manual Check, V = Void Check

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-21010	.00	8,144.54-	8,144.54-
01-401-62010	27.80	.00	27.80
01-401-62020	50.40	.00	50.40
01-401-62050	139.18	.00	139.18
01-401-62055	66.51	.00	66.51
01-401-62082	284.40	.00	284.40
01-401-62110	124.14	.00	124.14
01-402-62010	1.78	.00	1.78
01-402-62055	21.76	.00	21.76
01-404-62063	40.00	.00	40.00
01-404-62441	79.43	.00	79.43
01-408-62022	48.14	.00	48.14
01-419-62250	7,261.00	.00	7,261.00
03-21010	.00	169.48-	169.48-
03-405-62082	90.06	.00	90.06
03-405-62441	79.42	.00	79.42
05-21010	.00	1,550.24-	1,550.24-
05-405-62022	1,003.18	.00	1,003.18
05-405-62050	14.99	.00	14.99
05-405-62063	40.00	.00	40.00
05-405-62082	80.58	.00	80.58
05-405-62110	16.10	.00	16.10
05-405-62111	342.00	.00	342.00
05-405-62351	35.79	.00	35.79
05-421-62010	.46	.00	.46
05-421-62055	7.96	.00	7.96
05-421-62110	9.18	.00	9.18
08-21010	.00	479.00-	479.00-
08-405-62115	479.00	.00	479.00
17-21010	.00	693.00-	693.00-
17-405-62870	693.00	.00	693.00
21-21010	.00	1,990.57-	1,990.57-
21-405-62050	235.59	.00	235.59
21-405-62082	488.22	.00	488.22
21-405-62091	344.75	.00	344.75
21-405-62441	95.87	.00	95.87
21-405-62560	65.00	.00	65.00
21-405-62650	490.00	.00	490.00

GL Account	Debit	Credit	Proof
21-421-62010	8.97	.00	8.97
21-421-62050	185.38	.00	185.38
21-421-62055	42.84	.00	42.84
21-421-62110	33.95	.00	33.95
31-21010	.00	820.35-	820.35-
31-405-62050	36.59	.00	36.59
31-405-62082	436.08	.00	436.08
31-405-62441	95.85	.00	95.85
31-405-62560	66.00	.00	66.00
31-421-62010	8.89	.00	8.89
31-421-62050	102.34	.00	102.34
31-421-62055	35.96	.00	35.96
31-421-62110	39.54	.00	39.54
41-21010	.00	905.81-	905.81-
41-405-62030	67.00	.00	67.00
41-405-62740	838.81	.00	838.81
51-21010	.00	83,829.17-	83,829.17-
51-405-62030	768.02	.00	768.02
51-405-62050	40.36	.00	40.36
51-405-62082	834.24	.00	834.24
51-405-62110	3,357.69	.00	3,357.69
51-405-62138	450.00	.00	450.00
51-405-62201	504.31	.00	504.31
51-405-62800	8.88	.00	8.88
51-405-62810	7.68	.00	7.68
51-405-62820	53,592.00	.00	53,592.00
51-405-62821	8,887.00	.00	8,887.00
51-405-63700	130.00	.00	130.00
51-406-62030	768.02	.00	768.02
51-406-62050	26.90	.00	26.90
51-406-62082	156.42	.00	156.42
51-406-62201	433.30	.00	433.30
51-406-62800	231.00	.00	231.00
51-406-62820	9,197.00	.00	9,197.00
51-406-62821	3,849.00	.00	3,849.00
51-421-62010	39.19	.00	39.19
51-421-62050	157.90	.00	157.90
51-421-62055	98.67	.00	98.67
51-421-62110	291.59	.00	291.59
99-11033	76.04	.00	76.04

GL Account	Debit	Credit	Proof
99-21010	.00	76.04-	76.04-
Grand Totals:	<u>98,658.20</u>	<u>98,658.20-</u>	<u>.00</u>

Report Criteria:

Report type: GL detail

AGENDA ITEM NO: _____

CASCADE LOCKS STAFF REPORT

Date Prepared: March 3, 2014

For City Council Meeting on: March 10, 2014

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Resolution 1298 Regarding Excessive Use of Force

SYNOPSIS: As part of our Wastewater Master Plan funding from the Infrastructure Finance Authority (IFA) of the Oregon Business Development Department (OBDD) funding, the City is required to adopt a resolution prohibiting the excessive use of force against individuals involved in nonviolent civil rights demonstrations. This resolution establishes that policy.

CITY COUNCIL OPTIONS: Accept, modify, or reject Resolution 1298.

RECOMMENDED MOTION: "I move to approve Resolution 1298 regarding the excessive use of force in nonviolent civil rights demonstrations."

RESOLUTION NO. 1298

A RESOLUTION REGARDING EXCESSIVE FORCE IN NONVIOLENT CIVIL RIGHTS DEMONSTRATIONS

WHEREAS, the City Council has applied for a Community Development Block Grant (CDBG) to fund the development of a wastewater master plan; and

WHEREAS, CDBG rules require that the City adopt a policy against the excessive use of force in regards to nonviolent civil rights demonstrations;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF CASCADE LOCKS that the following policies shall be adopted:

SECTION 1. Excessive Force Policies. The following policies are herewith adopted:

1. The City of Cascade Locks and its contracted law enforcement agency (Hood River County Sheriff) personnel shall not use excessive force against any individuals engaged in nonviolent civil rights demonstrations, and
2. Applicable state and local laws that prohibit physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdictions shall be enforced.

SECTION 2. Effective Date. This resolution shall become effective upon passage by the Council and approval by the Mayor.

SECTION 3. Expiration. This resolution shall remain in effect until repealed by Council action.

ADOPTED by the City Council this 10th day of March, 2014.

APPROVED by the Mayor this 10th day of March, 2014.

ATTEST:

Mayor Tom Cramblett

City Recorder Kathy Woosley

AGENDA ITEM NO: _____

CASCADE LOCKS STAFF REPORT

Date Prepared: March 3, 2014

For City Council Meeting on: March 10, 2014

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approval of IFA Contract

SYNOPSIS: As part of our Wastewater Master Plan funding from the Infrastructure Finance Authority (IFA) of the Oregon Business Development Department (OBDD) funding, the City is required to approve the contract attached.

CITY COUNCIL OPTIONS: Accept or reject CDBG Contract P13021 funding the Wastewater Master Plan.

RECOMMENDED MOTION: "I move to approve CDBG Contract P13021."

STATE OF OREGON
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GRANT CONTRACT

“City of Cascade Locks Wastewater Facilities Plan”

This Contract, number P13021, dated as of the Effective Date (as defined below), is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority (“IFA”) and the City of Cascade Locks, Oregon (“Recipient”).

The parties agree as follows:

1. Contract. This Contract shall include the following, which are by this reference incorporated herein and which, in the event of inconsistency between any of the terms, are to be interpreted in the following order of precedence:
 - A. this Contract without any Exhibits;
 - B. Special Conditions of Award, attached as Exhibit A;
 - C. Recipient’s Certification of Compliance with State and Federal Laws and Regulations and Certification Regarding Lobbying, attached as Exhibit B and Exhibit C, respectively;
 - D. A description of the project approved by IFA (the “Project”), attached as Exhibit E; and
 - E. Approved Project budget showing breakdown of sources of funds, attached as Exhibit D, which shall supersede any prior drafts of the Project budget, including, but not limited to, the Project budget that is in Recipient’s application dated December 31, 2013 (“Application”).
2. Grant. In reliance upon Recipient’s Application and Certification of Compliance with State and Federal Laws and Regulations and Certification Regarding Lobbying as described in Exhibit B and Exhibit C, respectively, and subject to the terms and conditions of this Contract, IFA agrees to provide Recipient funds in the amount of **\$150,000**, the use of which shall be expressly limited to the Project and the activities described in Exhibit E. The use of these funds is also limited to the approved Project budget in Exhibit D and subject to the Special Conditions of Award in Exhibit A.

Subject to the terms and conditions of this Contract, including but not limited to the authorization described in Section 3 below, IFA shall disburse the grant funds to Recipient on an expense reimbursement basis after IFA’s receipt and approval of disbursement requests from Recipient, each on a disbursement request form provided by IFA.
3. Further Authorization. In addition to the requirement in Section 2 for Recipient to obtain IFA’s approval for its disbursement request which shall be on the form provided by IFA, the obligation or expenditure of funds by Recipient for the approved activities described in this Contract is prohibited without the further express written authorization of IFA, except that such funds may be obligated or expended by Recipient for activities that are exempt as specified in 24 C.F.R. §58.34 (2003), provided that each exempt activity or project meets the conditions specified for such exemption under the cited section.
4. Project Completion Date; Effective Date.
 - A. The approved grant activities **must be completed within 24 months** from the Effective Date (“Project Completion Date”). This Contract shall become effective on the date (“Effective Date”) this Contract is fully executed and approved as required by applicable law.

B. By the Project Completion Date, all Project activities must be completed (except for the submission of the project completion report on a form provided by IFA), and all disbursement requests (except disbursement requests for audit costs, if applicable) must be submitted. Unless exempt by OMB Circular A-133, the audit for the final fiscal year of the Project shall be submitted to the Oregon Business Development Department as soon as possible after it is received by Recipient, but in any event no later than December 31 after the Project Completion Date.

5. Recipient's Covenants - Compliance with Laws.

A. Recipient agrees to comply, and cause its agents, contractors and subgrantees to comply, with all applicable state and federal laws, regulations, policies, guidelines and requirements with respect to the use of and the administration, distribution and expenditure of the funds provided under this Contract, including but not limited to the following:

- (1) Title I of the Housing and Community Development Act of 1974, 42 U.S.C. §§5301-5321 (1994) (the "Act") and with all related applicable laws, rules and regulations, including but not limited to Sections 109 and 110 of the Act.
- (2) Section 104(d) of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5304(d) (1994), and the regulations promulgated pursuant thereto, and 12 U.S.C. §1735b (1994).
- (3) Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. §1701u (1994) (employment opportunities to lower income people in connection with assisted projects), and the regulations promulgated pursuant thereto, 24 C.F.R. §135.38 (1997). Recipient shall cause or require the Section 3 clause in 24 C.F.R. §135.38 (1997) to be inserted in full in all contracts and subcontracts exceeding \$100,000 for Section 3 covered construction projects receiving more than \$200,000 under this Contract.
- (4) Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970, 42 U.S.C. §§4601-4655 (2005), and the regulations promulgated pursuant thereto, 49 C.F.R. §§24.1-24.603 (2005);
- (5) Davis-Bacon Act, as amended, 40 U.S.C. §§3141 to 3144, 3146 and 3147 (2002); 42 U.S.C. §5310 (1994) (applicable to the rehabilitation of residential property by laborers and mechanics in the performance of construction work only if such property contains not less than eight (8) units); and the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§327-333 (1994), and all regulations promulgated pursuant thereto and all other applicable federal laws and regulations pertaining to labor standards.
- (6) ORS 279C.815 that in certain cases requires the higher of either the state prevailing wage rates or federal Davis-Bacon Act rates be paid to workers on projects in Oregon. Recipient will obtain applicable rates to be paid to workers and other requirements of ORS 279C.815 from the Oregon Bureau of Labor and Industries.
- (7) Hatch Act, 5 U.S.C. §§7321-7326 (1994) (limiting the political activity of some employees).

- (8) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§1.1-1.10 (1997). Recipient will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to Recipient, this assurance shall obligate Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.
- (9) Title VIII of the Civil Rights Act of 1968, as amended, popularly known as the Fair Housing Act, 42 U.S.C. §§3601-3631 (1994), *as amended by* Pub. L. 104-76, §§1-3 109 Stat. 787 (1995); Pub. L. 104-66, Title I, §1071(e), 109 Stat. 720 (1995); Pub. L. 90-284, Title VIII, §814A, as added Pub. L. 104-208, Div. A, Title II, §2302(b)(1), 110 Stat. 3009-3421 (1996); Pub. L. 104-294, title VI, §604(b)(15), (27), 110 Stat. 3507, 3508 (1996)
- (10) Exec. Order No. 11,063, 46 F.R. 1253 (1962), *reprinted as amended in* 42 U.S.C. §1982 (1994) and the regulations promulgated pursuant thereto, 24 C.F.R. §§107.10-107.65 (1997).
- (11) Exec. Order No. 11,246, 30 F.R. 12319 (1965), *as amended by* Exec. Order No. 11,375, 32 F.R. 14303 (1967), *reprinted in* 42 U.S.C. §2000e (1994), and the regulations promulgated pursuant thereto, 41 C.F.R. §§60-1.1 to 60-999.1 (1997)
- (12) Age Discrimination Act of 1975, 42 U.S.C. §§6101-6107 (1994).
- (13) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994).
- (14) Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4822 (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§35.1-35.98 (1997).
- (15) Architectural Barriers Act of 1968, 42 U.S.C. §§4151-4157 (1994).
- (16) Copeland Anti-Racketeering Act, 18 U.S.C. §1951 (1997).
- (17) ORS §§294.305-294.565 (1997) and other applicable state laws for county and municipal administration.
- (18) Special program and grant administration requirements imposed by IFA related to the acceptance and use of funds provided under this Contract (which requirements have been approved in accordance with the procedures set forth in the Grant Management Handbook, and IFA's 2013 Program Guidelines (Method of Distribution), which includes requirements regarding "Outcome Performance Measurement Reporting" by Recipient.
- (19) Economic benefit data requested by IFA from Recipient on the economic development benefits of the Project, from the Effective Date of this Contract until six (6) years after the Project Completion Date. Upon such request by IFA, Recipient shall, at Recipient's expense, prepare and file the requested data within the time specified in the request. Data shall document specific requested information such as any new direct permanent or retained jobs resulting from the Project and other information to evaluate the success and economic impact of the Project.

- B. When procuring property or services to be paid for in whole or in part with Community Development Block Grant ("CDBG") funds, Recipient shall comply with the Oregon Public Contracting Code (ORS Chapters 279 A, B, and C, as applicable), Chapter 137 (Divisions 046, 047, 048 and 049) of the Oregon Administrative Rules, and ORS Chapter 244, as applicable. The State of Oregon model rules for public bidding and public contract exemptions shall govern procurements under this Contract if Recipient or its public contract review board does not adopt those, or similar, rules. If Recipient or its public contract review board has adopted similar rules, those rules shall apply.

All employers that employ subject workers who under this Contract in the State of Oregon shall comply with ORS §656.017 and provide the required Worker' Compensation coverage, unless such employers are exempt under ORS §656.126. Contractor shall insure that each of its subcontractors comply with these requirements.

6. Other Covenants of Recipient.

- A. The activities undertaken in this grant must meet one of three national objectives established by the U.S. Congress. Recipient covenants the activities it will undertake with the grant will meet the following national objective (check one):

(X) (1) Activities primarily benefitting low- and moderate-income persons; (24 C.F.R. 570.483(b))

() (2) Activities which aid in the prevention or elimination of slums and blight; (24 C.F.R. 570.483(c))

() (3) Activities designed to meet community development needs having a particular urgency; (24 C.F.R. 570.483(d))

- B. No employee, agent, consultant, officer, or elected or appointed official of Recipient, or any subrecipient receiving CDBG funds who exercises or has exercised any functions or responsibilities with respect to CDBG activities assisted by the grant made pursuant to this Contract or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have, shall have any interest, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, for themselves or those with whom they have family or business ties, during his or her tenure or for one year thereafter.

Recipient shall also establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- C. Recipient shall incorporate, or cause to be incorporated, in all purchase orders, contracts or subcontracts regarding the procurement of property or services paid for in whole or in part with CDBG funds any clauses required by federal statutes, executive orders and implementing regulations.

Recipient shall, and shall cause all participants in lower tier covered transactions to include in any proposal submitted in connection with such transactions the certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction.

- D. Recipient shall insert a clause in all documents prepared with the assistance of grant funds acknowledging the participation of federal and state CDBG funding.

E. Recipient shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles for state and municipal corporations established by the National Committee on Governmental Accounting in a publication entitled "Governmental Accounting, Auditing and Financial Reporting (GAAFR)." In addition, Recipient shall maintain any other records pertinent to this Contract in such a manner as to clearly document Recipient's performance. For fair housing and equal opportunity purposes, and as applicable, Recipient's records shall include data on the racial, ethnic and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the program. Recipient acknowledges and agrees that IFA and the Oregon Secretary of State's Office and the federal government (including but not limited to U.S. Department of Housing and Urban Development ("HUD"), the Inspector General, and the General Accounting Office) and their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds and necessary to facilitate such reviews and audits in order to perform examinations and audits and make excerpts and transcripts. Audits shall be conducted annually in accordance with the Single Audit Act of 1984, 31 U.S.C. §§7501-7507 (1994) *as amended by* Pub. L. 104-156, §§1-3, 110 Stat. 1397 (1996) and the regulations promulgated pursuant thereto, 24 C.F.R. §§44.1-44.18 (1997), and the Office of Management and Budget ("OMB") Circular A-133, 24 C.F.R. §§45.1-45.5 (1997). Recipient shall retain and keep accessible all such books, accounts, records, reports, files, and other papers, or property for a minimum of three (3) years from closeout of the grant hereunder, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

Recipient shall provide citizens with reasonable access to records regarding the past use of CDBG funds consistent with state and local requirements concerning the privacy of personal records.

F. The grant made pursuant hereto shall be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and the Fair Housing Act, and Recipient will affirmatively further fair housing.

G. Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

- (1) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under the Act; or
- (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, Recipient certifies to HUD that it lacks sufficient CDBG funds to comply with the requirements of (1).

H. Recipient will assume all of the responsibilities for environmental review, decision-making and action pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. §4321-4370(d) (1994) ("NEPA"), and such other provisions of law that the applicable regulations specify that would otherwise apply to HUD federal projects, in accordance with Section 104(g) of the Act, 42 U.S.C. §5304(g) (1994). Recipient shall provide such certification as required by the Secretary of HUD. Recipients will perform reviews in accordance with 24 C.F.R. §58 (2003) and the other federal authorities listed at 24 C.F.R. §§58.5 (2003).

- I. All non-exempt Project activities must be reviewed for compliance with 36 C.F.R. §§800.1-800.15 (Protection of Historic Properties) and Exec. Order No. 11,988, 42 Fed. Reg. 26951 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Floodplain Management), and Exec. Order No. 11,990, 42 Fed. Reg. 26961 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Protection of Wetlands).
 - J. Recipient has adopted and will enforce (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and (2) a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction in accordance with Section 104(I) of the Act.
 - K. Recipient shall execute, and shall cause its first tier contractors or subrecipients receiving subcontracts exceeding \$100,000 to execute and file with Recipient, the certification set forth in Exhibit C hereof.
 - L. No lead-based paint will be used in residential units.
 - M. Recipient shall provide to IFA documentation of Recipient's efforts and results in meeting the performance measures contained in IFA's 2013 Program Guidelines (Method of Distribution). Recipient's accomplishment of such performance measures or its failure to do so will be considered by IFA when awarding future grants.
7. Determination. IFA has made the determination that Recipient is a subrecipient, in accordance with OMB Circular A-133 and Section .102 of Oregon Accounting Manual 30.40.00.P0 (effective April 2, 2007). Recipient agrees to monitor any local government or non-profit organization subrecipient to whom it may pass funds.
8. Termination.
- A. IFA reserves the right to terminate this Contract immediately upon notice to Recipient:
 - (1) if Recipient fails to perform or breaches any of the terms of this Contract; or
 - (2) if Recipient is unable to commence the Project within four (4) months following the Effective Date of this Contract; or
 - (3) if IFA, the Oregon Business Development Department or the Oregon Community Development Block Grant Program fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to carry out the terms of this Contract; or
 - (4) if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the grant made pursuant to the terms of this Contract or payments to be made hereunder are prohibited.
 - B. IFA may impose sanctions on Recipient for failure to comply with provisions of this Contract or OAR Chapter 123, Division 80. When sanctions are deemed necessary, IFA may withhold unallocated funds, require return of unexpended funds, require repayment of expended funds, or cancel the Contract and recover all funds released prior to the date of notice of cancellation.

9. Miscellaneous.

- A. IFA's obligations are subject to receiving, **within 60 days of receipt**, this Contract, duly executed by an authorized officer of Recipient, and such certificates, documents, opinions and information that IFA may reasonably require.
- B. IFA and Recipient are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- C. Except as otherwise expressly provided in this Contract, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, certified or registered mail, postage prepaid, to IFA or Recipient at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 9.C. Any notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against IFA, such facsimile transmission must be confirmed by telephone notice to the IFA/Oregon Business Development Department at 503-986-0123. Any notice by personal delivery shall be deemed to be given when actually delivered.
- D. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- E. This Contract and attached exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary state approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of IFA to enforce any provision of this Contract shall not constitute a waiver by IFA of that or any other provision.

Recipient, by the signature below of its authorized representative, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority

775 Summer Street NE, Suite 200
Salem, OR 97301-1280
Phone 503-986-0138

By: _____
Paulina Layton, Manager
Program Services Division

Date: _____



CITY OF CASCADE LOCKS

140 SW WaNaPa / PO Box 308
Cascade Locks, OR 97014
Phone 541-374-8484

By: _____
The Honorable Tom Cramblett
Mayor of Cascade Locks

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

- Exhibit A: Special Conditions of Award
- Exhibit B: Certification of Compliance
- Exhibit C: Certification Regarding Lobbying
- Exhibit D: Project Budget
- Exhibit E: Project Description

**SPECIAL CONDITIONS OF AWARD
PUBLIC WORKS PRELIMINARY PLANNING GRANT**

Special conditions for CDBG grants are set forth below, applicable as determined by the nature of the Project.

1. All matching funds must be secured in writing within four (4) months following the Effective Date of this Contract or the Contract may be terminated. In any case, IFA will not disburse CDBG funds until Recipient provides IFA with evidence that all Project matching funds have been received by Recipient.
2. All Project-related contracts must be received by IFA ten (10) days before they are signed. This includes all Project-related contracts between Recipient and any person or entity who will be administering the grant or performing services under a personal services contract. All Project-related bid documents must be received by IFA at least ten (10) days before they are advertised.
3. Prior to the approval of the first drawdown of grant funds for this Project, Recipient shall provide the following to IFA:
 - a. Copy of an adopted Fair Housing resolution and evidence that this resolution has been published within six (6) months prior to the grant drawdown.
 - b. Copy of a completed self-evaluation checklist required by Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994) or the Americans with Disabilities Act of 1990, 42 U.S.C. §§12111-12213 (1994).
 - c. A detailed grant administration plan, which must receive State's approval.
4. [Reserved]
5. Where the approved Project budget includes local funds and CDBG funds for a specific line item activity, those local funds must be expended before Recipient can request CDBG funds for the activity, unless otherwise authorized by IFA.
6. Any local funds remaining in an approved non-construction budget line item when that line item activity is completed shall be transferred to the construction line item and shall be expended in accordance with paragraph 5 hereof.
7. Recipient must obtain review of design plans by the appropriate regulatory agency (e.g., Oregon Health Authority, Oregon Department of Environmental Quality, Environmental Protection Agency, etc.). Any comments resulting from the regulatory agency's review must be sent to IFA prior to the approval of final plans by Recipient.
8. Recipient shall cause individual service meters to be installed on those portions of a water Project assisted with CDBG funds.
9. Recipients that have received more than one CDBG grant per program year and those with more than one open grant must undertake at least one activity, in addition to adopting and publishing a Fair Housing resolution, to promote fair housing opportunities in its community.
10. Recipient shall obtain as-built drawings for improvements constructed with CDBG funds.
11. Recipient shall obtain an operation and maintenance manual for the improvements constructed with CDBG funds.
12. Prior to the Project Completion Date, Recipient shall adopt a program for ongoing operation, maintenance and replacement (O, M & R) of all facilities constructed with CDBG funds.
13. For a sewer line Project, Recipient shall adopt a mandatory sewer hook-up ordinance or resolution prior to any drawdown of CDBG funds.
14. Where the Project is for construction of water or sewer facilities in a community with an unmetered water system, Recipient and the owner of the water system shall meet with the State Water Resources Department and develop a mutually agreeable plan for metering the entire community water system.

**RECIPIENT'S CERTIFICATION OF COMPLIANCE
WITH STATE AND FEDERAL LAWS AND REGULATIONS**

Funds for the Oregon Community Development Block Grant Program are provided through a grant to IFA from the U.S. Department of Housing and Urban Development, under Title I of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5301 (1994). These funds are subject to various federal statutes and regulations as well as state laws and administrative rules.

Recipient hereby represents, warrants and certifies that:

1. it has complied with all relevant federal and state statutes, regulations, executive orders, policies, guidelines and requirements with respect to the application for and acceptance and use of Oregon Community Development Block Grant funds, including but not limited to the Act;
2. it possesses legal authority to apply for and accept the terms and conditions of the Grant and to carry out the proposed Project;
3. its governing body has duly authorized the filing of the application, including all understandings and assurances contained therein;
4. the person identified as the official representative of Recipient in the application and the Contract is duly authorized to act in connection therewith and to provide such additional information as may be required. Recipient's official representative has sufficient authority to make all certifications on its behalf;
5. the Contract does not and will not violate any provision of any applicable law, rule, regulation or order of any court, regulatory commission, board or administrative agency applicable to Recipient or any provision of Recipient's organic laws or documents; and
6. the Contract has been duly executed by Recipient's highest elected official and delivered by Recipient and will constitute the legal, valid and binding obligations of Recipient, enforceable in accordance with their terms.

Recipient further represents, warrants and certifies that it is following a detailed citizen participation plan which:

1. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used;
2. provides citizens with reasonable and timely access to local meetings, information, and records relating to Recipient's proposed use of funds, as required by applicable regulations, and relating to the actual use of funds under the Act;
3. furnishes citizens information concerning the amount of funds available in the current fiscal year and the range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income, and the proposed activities likely to result in displacement and the plans of Recipient for minimizing displacement of persons as a result of activities assisted with such funds and for relocating persons actually displaced as a result of such activities;
4. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals, with the level and type of assistance to be determined by Recipient;

5. provides for a minimum of two public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after reasonable notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
6. identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
7. provides reasonable advance notice of and opportunity to comment on proposed activities in a grant application to IFA or as to grants already made substantial changes from Recipient's application to IFA to activities; and
8. provides the address, phone number and times for submitting complaints and grievances and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable.

Recipient represents, warrants and certifies that:

1. it has complied with its obligations as described in Section 6.F of this Contract; and
2. it is following the State of Oregon Residential Antidisplacement and Relocation Assistance Plan unless it adopts and makes public its own plan which complies with 24 C.F.R. 42.325 (1997). Recipient also certifies that it will minimize the displacement of persons as a result of activities assisted with Oregon CDBG funds.

Recipient further represents, warrants and certifies that:

1. the grant will be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and the Fair Housing Act, and Recipient will affirmatively further fair housing; and
2. no lead-based paint will be used in residential units.

Recipient further represents, warrants and certifies that:

1. it has carried out its responsibilities as described in Section 6.H of the Contract;
2. the officer executing this certification is its chief executive officer (or other designated officer of Recipient who is qualified under the applicable HUD regulations);
3. such certifying officer consents to assume the status of a responsible federal official under NEPA and other laws specified by the applicable HUD regulations, 24 C.F.R. §§58.1-58.77 (2003); and
4. such certifying officer is authorized and consents on behalf of Recipient and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibility as such an official.

City of Cascade Locks

Signed _____

Title _____

Date _____

CERTIFICATION REGARDING LOBBYING
(CDBG Awards exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of Cascade Locks

Signed _____

Title _____

Date _____

PROJECT DESCRIPTION

The Recipient shall, with the assistance of a professional engineer licensed in Oregon, prepare:

- A wastewater collection system evaluation that is acceptable to the Oregon Department of Environmental Quality (“DEQ”), pursuant to the DEQ Mutual Agreement and Order WQ/M-ER13-163. A copy will also be provide to IFA for review. The collection system evaluation will include visual manhole and cleanout inspections, flow monitoring, sewer line cleaning necessary to allow closed circuit television (TV) inspection, and TV inspection of selected sewer main lines. The purpose of the collection system evaluation will be to identify manhole, cleanout, and piping structural deficiencies and potential sources of infiltration and inflow, determine the best and most feasible methodologies for rehabilitation of the system to address the structural deficiencies and removal of the infiltration and inflow, develop a plan of improvement priorities, and estimate the project cost of the identified improvements.
- A Wastewater Facilities Plan, meeting the requirements in the 2013 “Guidelines for Preparing Wastewater Planning Documents and Environmental Reports”, that is acceptable to DEQ and IFA.

The Recipient may also procure grant administration services.

Authorized Signature Card for Cash Payments on Oregon Business Development Department Awards

Recipient		Project Number	
City of Cascade Locks		P13021	
Signatures of Delegated Authorized Individuals to Request Payments (Two signatures are required to request disbursement of funds)			
Typed Name, Title and Signature (Highest Elected Official must <u>not</u> sign here) Gordon Zimmerman, City Administrator		Typed Name, Title and Signature (Highest Elected Official must <u>not</u> sign here) Marianne Bump, Finance Officer	
(1) a _____		(1) b _____	
Additional Signatures (if desired)			
Typed Name, Title and Signature (Highest Elected Official must <u>not</u> sign here) Type Name, Title here		Typed Name, Title and Signature (Highest Elected Official must <u>not</u> sign here) Type Name, Title here	
(1) c _____		(1) d _____	
I certify that the signatures above are of the individuals authorized to draw funds for the cited project. Tom Cramblett, Mayor		Approved: Oregon Business Development Department	
(2) _____ Date, typed name, title and signature of Highest Elected Official or duly authorized official for the Recipient (Must not be listed in item (1) a through (1) d above)		(3) _____ Date and Signature of Manager	

Authorized Signature Card

Preparation of the Authorized Signature Card Form: If a mistake is made, or a change is necessary during the preparation of the signature card form, please prepare a new form, since erasures or corrections of any kind will not be acceptable. If you want to change individuals authorized to draw funds from the project, then please submit a new signature card. Any updated signature card will replace the previous one, so please be sure to include the names of all authorized individuals.

Item # Explanation

- (1) a-d Type the names and titles, and provide the signatures of the officials of your organization who are authorized to make draws on project funds. (Note: **Two** signatures are required. We recommend showing three or four signatures to allow adequate signature coverage.)
- (2) Enter the date, typed name, title and signature of the Highest Elected Official, or other official duly authorized by the governing body of the Recipient, certifying the authenticity of the signatures of individuals listed in Item (1) a through (1) d. The person signing here **must not be listed in Item (1) a through d.**
- (3) Leave blank—Oregon Business Development Department will sign here.

Complete one form and return it to: Oregon Business Development Department
 775 Summer Street NE, Suite 200
 Salem, OR 97301-1280

DEPOSIT OPTION NOTIFICATION

Complete and return this form to

Oregon Business Development Department

775 Summer Street NE, Suite 200 Salem, Oregon 97301-1280

CITY OF CASCADE LOCKS
Recipient

93-6002134
Federal Tax ID Number

WASTEWATER MASTER PLAN
Project Name

P13021
Project Number

I (we), the undersigned do hereby authorize the Oregon Business Development Department to: (Choose Method I or II below)

Method I - Electronic Funds Transfer (EFT)

Private Sector or Government Entities

Use New EFT Account: A Direct Deposit Form (SFMS ACH-1) completed by Financial Institution Representative has been forwarded to the Oregon Department of Administrative Services authorizing the Oregon State Treasury to deposit funds into the designated financial account by way of the Automated Clearing House Services (ACH) of the Federal Reserve Banking System.

Requires an SFMS ACH-1 form to be marked CONFIDENTIAL and mailed to:

Oregon Department of Administrative Services
SFMS Operations / ACH Coordinator
155 Cottage Street NE U60
Salem, OR 97301-3970

Get the form here: http://www.oregon.gov/DAS/EGS/FBS/SFMS/docs/form/ach_enrollment_form.pdf

Use Existing EFT Account: An account has already been set up for EFT deposits as required above.

Method II - Local Government Investment Pool (LGIP)

Government Entities Only

Transfer funds to the Oregon State Treasury Local Government Investment Pool by electronic or other means.

The Oregon State Treasury is authorized to accept and deposit said funds into Local Government Investment Pool Account Number _____.

This authorization will override any previous authorization and will remain in effect until the Oregon Business Development Department has received written notification of its termination.

Type or Print Name(s) GORDON ZIMMERMAN MARIANNE BUMP

Signature(s) [Handwritten Signatures]

Title(s) CITY ADMINISTRATOR FINANCE OFFICE

Date Telephone Number 541-374-8484 Fax Number 541-374-8752