

City of Cascade Locks
Low Income Senior Sewer Subsidy Program

I. Policy: The City of Cascade Locks offers its residential customers a Low Income Senior Sewer Subsidy Program (LISSS). This program subsidizes the sewer portion of a utility bill for a qualifying senior by half.

II. Purpose: The City of Cascade Locks offers qualifying seniors a subsidy on residential sewer rates and is based on income eligibility requirements utilized by the Community Action Program. The funds used to support this program are typically funded by State Revenue Sharing Funds within the City's Budget and are limited.

III. Qualification:

- A. The applicant must be a residential utility customer of the City of Cascade Locks.
- B. The applicant must be a senior over the age of 65 at time of application and show proof of age if requested.
- C. The property must be served by sewer service provided by the City of Cascade Locks.
- D. The property served must be occupied and used by the applicant as his or her primary residence during the period for which a subsidy is provided.
- E. The applicant must not be delinquent in any payment owed to the City of Cascade Locks for any service provided.
- F. The applicant's household income must not exceed 60% of State Median Income by Household Size.
- G. The applicant must show proof of income for every member of the household by way of previous year income taxes. If the applicant or any member of the household does not file taxes, bank statements for three consecutive months will be required. If applicant or any member of the household does not have income, a signed form provided by the City of Cascade Locks will be required. Applications without the above proof of income will not be considered.
- H. Applicants must apply by completing the application form provided by the City of Cascade Locks and provide the documentation requested by the application deadline.
- I. Existing participants of the program will be asked to reapply every year and provide all required information.
- J. Applications not received by the deadline provided on the application will not be considered.
- K. Applications will be processed on a first come, first served basis as the funding is limited. Incomplete applications will not be considered received.

City of Cascade Locks
2012 Low Income Senior Citizen Sewer Subsidy Application

Name: _____ Account Number: _____

Street Address: _____ Mailing Address: _____

I am (check one): Single: _____ Head of Household: _____

I am over 65 years of age, having been born on: _____ (mm/dd/yyyy)

I reside within the City Limits of the City of Cascade Locks. YES NO

My total annual income for 2011, together with that of ALL members residing at my residence during the preceding calendar year, did not exceed (check one):

- \$22,321 per year for a Family of 1
- \$29,189 per year for a Family of 2
- \$36,057 per year for a Family of 3
- \$42,925 per year for a Family of 4
- \$49,793 per year for a Family of 5

The undersigned hereby applies for a Senior Citizen's Residential Sewer Rate Subsidy for fiscal year 2012-2013 and maintains all information on this application is true.

Signature of Applicant: _____ Date Signed: _____

Application MUST be received at City Hall by July 1, 2012

Existing participants must reapply each year. All applicants (including existing participants) must provide proof of age and income verification for each person in the household. An acceptable form of income verification is 2011 tax returns. If you do not file taxes, bank statements showing deposits will be required for three consecutive months (October, November, and December 2011). If there is a member in your household that does not have income, a signed letter stating such will also be required.

Applications received after July 1, 2012 will not be considered. A complete application with all additional information provided will expedite the approval process. As there is limited funding, applications will be approved on a first come, first served basis.



City of Cascade Locks
PO Box 308 140 SW WaNaPa St.
Cascade Locks, OR 97014

(541) 374-8484 Fax: (541) 374-8752
TTY 711

Statement of No Income
Low Income Senior Sewer Subsidy

I, _____ (print) do hereby declare for the purpose of application of Low Income Senior Sewer Subsidy for Account Number _____, that I reside at the service address indicated on the LISSS Application and I had **no** income for the preceding calendar year.

Signed _____ Date: _____

Account Holder: _____ Date: _____
(If other than above signed)

STAFF REPORT

Date Prepared: 6/5/12

For City Council Meeting on: June 25, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Shirelle Price, Accounting Clerk 

APPROVED BY: Paul Koch, ICA 

SUBJECT: Provide for Payment Arrangements of the Utility Deposit required for utility accounts.

SYNOPSIS: Council has requested staff provide a proposed change to Ordinance 409 allowing for payment arrangements on the utility deposit for utility accounts.

CITY COUNCIL OPTIONS:

1. Approve Ordinance No. 417
2. Take No Action
3. Establish Other Direction for Staff

RECOMMENDATION: That City Council, by motion, approve Ordinance 417 allowing for payment arrangements on the utility deposit.

Legal Review and Opinion: The City's attorney is concerned about making payment arrangements on the deposit without "bright line standards" for qualification such as a low income housing format.

Financial review and status: There is no tangible financial impact at this time. Staff time will be required to make and track payment arrangements. There will also be a time requirement for staff when payment arrangements are not honored. This would involve disconnection of service.

BACKGROUND INFORMATION:

Council heard concern regarding the amount and requirement of a utility deposit for senior citizens. As an effort to help ease the burden of a \$300 utility deposit, Council asked staff to provide proposed language to allow payment arrangements on utility deposits. The proposed ordinance provides for payment arrangements specifically on deposits. There are provisions in the Ordinance under Section 3, subsection n) on what would happen if a customer should fail to adhere to payment arrangements.

Staff feels it is necessary to work with customers. If there were strict income guidelines such as a low income housing format, some customers may not get the help they need. If there is a strict policy, there is not as much flexibility. It would be very difficult to come up with a policy that would cover each situation that may arise. For this reason, the existing payment arrangement criteria found in section 3, subsection m) is the proposed criteria to be used for payment arrangements on deposits as well as utility account balances.

Attachment: Ordinance 417
Ordinance 409

ORDINANCE NO. 417

**AN ORDINANCE RELATING TO THE MUNICIPAL LIGHT AND POWER SYSTEM;
REGULATING THE USE, SALE AND PRICES OF ELECTRIC CURRENT; DEFINING
SECURITY DEPOSITS AND OFFENSES; REPEALING ORDINANCE NO. 394.**

**THE CITY OF CASCADE LOCKS, HOOD RIVER COUNTY, OREGON, ORDAINS AS
FOLLOWS:**

SECTION 1. Purpose.

- a) Electrical energy is furnished within the City limits of Cascade Locks and to certain areas outside the City limits.
- b) The policies set out in this ordinance apply to any account holder whether that is a person, firm, and corporation or legal entity supplied with electrical service by the City electrical utility.
- c) It is the intent of the City to provide through ordinance and resolutions, a helpful guide to the customer, the many segments of the electrical and building industries, and the utility, and to achieve efficient, effective, uniform, equitable treatment, and safe electrical service for all. The City respectfully requests cooperation from everyone concerned in attaining a high quality of electrical service, while ensuring the solvency of this vital public utility.
- d) Policies, maintenance, repair and installation procedures contained in the City ordinances are founded on standards for safety, economy and efficiency, in the distribution of electrical energy. Some are a requirement of service, others are optional and others are recommended. The use of such words as "shall," "may," "required," etc., indicates the status of the rule. "Shall," for instance, is a requirement. "Should" is a recommendation. "May" is at the discretion of the City or Customer.
- e) Staff personnel of the City are available for advice and consultation relative to utilization of electrical energy, service requirements and related situations in new, existing or reconstructed installations.
- f) In case of any conflict between any provisions of any rate schedule and the service policies set out in this ordinance, the provision of the rate schedule shall apply.

SECTION 2. Definitions.

- a) Accessibility. The definition of accessibility shall mean free of obstruction, natural or manmade. There shall be no instance where a temporary obstruction can become a permanent obstruction.
- b) Account. A formal record of the debits and credits relating to the customer who is receiving City related services.
- c) Account Set-Up Fee. A nonrefundable charge to cover the costs of establishing a customer account, activating the service, and the reading of the meter (read-in).
- d) Administrator. When used in this ordinance shall be held and construed to mean the City Administrator of the City of Cascade Locks.

- e) Annexed Areas. Areas to be added to the City's service area after the effective date of this ordinance.
- f) Billing Demand. Shall be the maximum average kilowatt load used by the customer for any period of thirty consecutive minutes during the month for which the bill is rendered as indicated by a demand meter and as adjusted for power factor.
- g) Builder (Developer): A holder of an account, either temporary or permanent, that services a construction location or buildings that are under construction or recently completed.
- h) City. Means the City of Cascade Locks and its service area.
- i) Class of Service. The type of service rendered by the City to a customer under a particular rate schedule.
- j) Commercial Customer: A holder of an account servicing a commercial business location.
- k) Contractor. Refers to a party doing electrical work as defined by state law.
- l) Cost. Refers to the total cost to the City to construct and install a facility or provide a service, including labor, equipment, and materials plus overhead.
- m) Customer. Any individual, partnership, corporation, firm, or governmental agency supplied with electric service by the City.
- n) Disconnect. Action by a customer to stop service from the City or action by the City to stop supplying electric service to a customer.
- o) Electric Service. Availability of electrical energy at a point of delivery for use by a customer, whether the energy is actually used or not.
- p) Energy. Electrical energy measured in kilowatt-hours.
- q) Kilowatt (KW). A unit of power equal to 1,000 watts or 1.341 horsepower.
- r) Kilowatt-Hour (KWH). The amount of energy delivered in one hour when delivery is at a constant rate of one kilowatt.
- s) Late Fee. A fee which the City assesses a customer in the event the customer's bill is not paid on or before the fifteenth (15) day of the month. Should the 15th fall on a weekend or a holiday, then payment is due and to be received in the City Hall Office on the next business day by 5:00 pm.
- t) Landlord: An owner of one or more residential properties that is rented on a monthly or longer basis for residential purposes.
- u) Line Extension. A branch from, or a continuation of, an existing primary or secondary distribution circuit, to serve permanent new points of delivery.
- v) Load (demand). The power requirement usually measured in kilowatts, of a system or piece of equipment, at a given instant or the average rate of energy-use during any designated short period of time.
- w) Load Factor. The ratio of average kilowatt load to kilowatt demand during any designated period, expressed in percent.
- x) Meter. The instrument used for measuring the energy or power delivered to a customer.

- y) Minimum Monthly Bill. The minimum monthly bill shall be the greater of either:
 1. The basic customer service charge; or
 2. Fifty percent (50%) of the highest metered demand of the previous eleven months as adjusted for power factor.
 3. Higher minimum charges may be required to cover special investments as established by special contract.
- z) Month. An interval of approximately 30 days between consecutive meter reading dates; not necessarily a calendar month.
- aa) N.E.C. National Electrical Code.
- bb) N.E.S.C. National Electrical Safety Code.
- cc) Peak Demand. Is the maximum rate of energy use, measured in kilowatts.
- dd) Person. Shall be held to mean and include natural persons of either sex, associations, partnerships, and corporations, whether acting by themselves or by a servant, agent, or employee, the singular number shall be held and construed to include plural, and the masculine pronoun to include feminine.
- ee) Point of Delivery. That point designated by the City where the City's facilities and those of the customer are connected.
- ff) Primary Service. Service delivered at the primary distribution voltage.
- gg) Primary Voltage. Any voltage above 750 volts, phase to phase.
- hh) Raceway. The approved type of enclosure, conduit, gutter, etc., used for protection of conductors.
- ii) Rate Schedule. A formal statement of the charges and conditions for a particular class or type of service in a given area or location.
- jj) Read-In. The first meter reading to commence service to a new customer or reconnected customer.
- kk) Read Out. The last meter reading to terminate service to an existing customer.
- ll) Readily Accessible. Means normally and easily reached during regular daytime working hours, not subject to being under "lock and key," "fenced-in," or within a "restricted" area.
- mm) Secondary Distribution System. An alternating current system connecting the secondaries of distribution transformers to the service drop or service lateral.
- nn) Security Deposit. A deposit to guarantee payment for service and a method of establishing credit with the City.
- oo) Seller. Means the person who is also the operator of a cogeneration or small power production facility.
- pp) Service Conductors. The supply conductors, which extend from the transformers to the service equipment on premises being supplied with electric service.
- qq) Service Equipment. The necessary equipment to control and meter electric energy furnished by the utility at its point of delivery to a customer.

- rr) Secondary Voltage. Any voltage of 750 volts or less, phase to phase.
- ss) Service Drop. The conductors from the distribution system to the point of attachment on a customer's building or other support.
- tt) Small Power Production Facility. Means a facility:
1. Which produces energy solely by the use of biomass, waste, a renewable resource or any combination thereof;
 2. Which is owned by a person who is not primarily engaged in the generation or sale of energy, other than the energy produced from the small power production facility; and
 3. Which has a power production capacity, which, together with any other facilities located at the same site, is not greater than 80 megawatts.
- uu) Temporary Service. Refers to electrical service of short-term or transient nature, or service to temporary construction operation. A charge shall be made for temporary service and a contract may be required.

SECTION 3. Accounting/Administrative Requirements. The following rules, regulations and procedures shall be followed in the determination of application for electrical service, billing, handling, of delinquencies, contractual relationship between the customer and City, and accounting of service charges.

- a) Application for Service. Any person desiring to purchase electric current from the City shall make application therefore upon a printed form to be furnished for that purpose, completed and signed by the applicant and filed in the office of the administrator. The application shall contain a description of the premises where such electric current is desired and the voltage and rating in amperes, watts, or horsepower of all devices as may be required by the administrator.
- b) Validity of Application.
1. The application is merely a request for service and does not in itself bind the City to serve except under reasonable conditions, nor does it bind the customer to take service; but if the service is connected, the application shall become a contract between the customer and the City, and the customer shall be required to pay monthly minimum charges according to the applicable rate.
 2. No application for electric service shall be accepted, or no new service shall be furnished to an account holder whether be a person, firm or corporation who has any delinquent bill, fee or charge with the City until such bill, fee or charge has been paid in full.
- c) Contract. The application provided for in this section shall become a Contract on the part of the person making the same, to pay for the electric current, at the rate, in the manner, and at the time as hereinafter specified by the City. The contract shall provide that the City shall have the right to:
1. Charge and collect the rates, fees and other charges as set by the City.
 2. Change the rates, fees and other charges at any time at the discretion of the City.
 3. Disconnect at any time, without notice to the customer.
 4. Install meters to register the electric current consumed or the maximum load or both.

- d) Exemption. Said contract shall further provide that the City, its agents and employees shall not be held responsible for any damage by fire or other causes resulting from defective wiring or appliances on the premises supplied with electric current by the City.
- e) Validity of Contract. Nothing contained in this ordinance shall be construed as requiring the City or the administrator to enter into any contract or to furnish electric energy to any person applying therefore. The Administrator is hereby authorized and empowered to refuse to enter into any such contract or to furnish such electric energy.
- f) Term of Contract. All contracts shall take effect from the day service is connected and rates shall be charged and bills rendered from the day the premises are connected to the City's electrical system. All contracts shall be binding for the period specified in the contract and shall continue in effect until thirty (30) days after written notice of discontinuance to administrator is delivered to his office, and until all charges for electrical energy, fines, and penalties have been paid in full.

Billing Procedures.

- g) Rate Schedule. All rate schedules set out in the provisions of or resolutions dealing with electric utilities shall be based on one month's service. Normally, meters shall be read and bills rendered at intervals of one month. A month may be from 27 to 32 consecutive days, but shall not necessarily be a calendar month. The City reserves the right to read meters and render bills for longer or shorter periods.
- h) Minimum Monthly Billing. If the calculated bill for energy consumption and demand is less than the minimum monthly bill (as defined in Section 2), then the City shall charge the "minimum monthly bill." Minimum Monthly Billing shall apply only to customers that have demand billings e.g. Public or Commercial accounts.
- i) Meter Reading. If for any reason, the City is incapable of a meter reading for any particular period; it may estimate the reading and render a bill based on this estimate. In the event of appreciable error of any estimate, the City shall revise such estimate on the basis of the best evidence available.
- j) Payment Due Date. All Charges for electrical energy furnished by the City shall be due by the fifteenth (15th) day of the month. Should the 15th fall on a holiday or a weekend, then payment is due and to be receipted in the City Hall Office on the next business day by 5:00 pm.
- k) Cancellation or Termination of Contract. The City shall have the right, at its option, in addition to all other rights and remedies at law or in equity, to cancel or terminate the contract under which service is being supplied or to discontinue the delivery of electric energy with or without cancellation or termination of such contract in the following situations:
 - 1. Upon the customer's failure to pay, when due, any and all bills rendered by the City, including but not limited to amounts owing on current accounts; amounts owing on closed accounts; amounts owing on security deposits; amounts owing on account set-up fees.
 - 2. For fraudulent use of service.
 - 3. Theft or illegal diversion of electric energy.

- l) Delinquent Accounts/Late Fees. If the City does not receive full payment on or before the 15th day of the month, as designated in this section, item "J" at 5:00 pm the account shall be considered late and delinquent, and the City shall assess a late fee to this account. The City shall set the amount of the late fee by resolution.
- m) Payment Arrangements. If the customer does not plan to make full payment of the amount due, the customer may contact the City to make payment arrangements. Approval for any arrangements must come from the Administrator or designated representative. Factors to be considered if payment arrangements are to be approved include:
 1. The City's needs.
 2. The customer's past payment record and probable ability to meet payment schedule in light of circumstances causing delayed payments (unemployment, illness, etc.)
 3. The size of the bill and length of time outstanding.
- n) Failure to Adhere to Payment Arrangements. If payment arrangements are made and the customer fails to adhere to them, disconnection of service shall be made without further notice before noon of the day following the promised payment date unless that day falls on weekends and holidays. The City shall not terminate residential service on, or the day prior to, a weekend or holiday.
- o) Door-Hanger/Red Tag List. The City shall print a Door-Hanger/Red Tag list on the last working day of the month, listing those accounts still unpaid.
- p) Door-Hanger/Red Tag. The City shall write a "door hanger" tag and place said tag on the door of the dwelling or business of all accounts on the Door Hanger/Red Tag list that has not made a payment arrangement. A "door hanger" tag fee, as set by resolution, shall be assessed by the City at the time the tag is written.
 1. The City shall keep a record of the time and date of placement of all notices on "door hanger" tags and the placement of such tag shall constitute a presumption of notice allowing the City to disconnect service, whether or not actual notice was provided the home or business owner by placement of such tag.
 2. The "door hanger" tag shall state that the third day following placement of the tag is the final due date and the Customer must pay the amount due in full by 5:00PM (including the "tag fee" and late fee) or disconnection shall occur before noon on the following day unless the date falls on a Friday or holiday, in which case disconnection shall occur before noon on the next City business day.
 3. If the Customer pays the amount stated as due on the "door hanger" red tag (including the "tag fee" and late fee) before the tag is hung, City staff shall make a reasonable effort to recall the tag so that it is not hung at the account service location.
- q) Restrictions on Residential Terminations. Physical Disabilities- the City shall not terminate service of a residential customer or refuse to restore service on request if the City had been advised in writing by a licensed physician, or public or private agency providing physical or mental health care, that termination of service would significantly endanger the physical health of the customer or any member of the customer's household. However, the City reserves the right to install a service limiter type meter while such certification is in effect.

- r) Designation of Third Party to Receive Notice. The City shall offer its customers the option to designate a third party to receive the notice of disconnection of service. The Customer is responsible for notifying the City of this option upon initiation of service.
- s) Information on Financial Assistance. City shall inform residential customers who cannot pay their bills of the names and telephone numbers of appropriate units within the State Department of Human Resources or other social service agencies which may help the customer determine what federal, state or private aid may be available to that customer.
- t) Requirements for Restoration of Service. If a Customer's service has been properly disconnected under provisions of this ordinance, the City shall not reconnect electrical service at the same or any other place at which the customer resides without payment in full of any delinquent fees and charges, together with a new deposit and any reconnection charges. The City shall only receive payment during regular business hours. If the Administrator determines that, based on past history or current circumstances, the Customer does not have a sufficient amount on deposit as security with the City, the City may assess an additional amount for security deposit equal to the previous highest month's bill.
- u) Payment Responsibility. When a change of occupancy or other legal responsibility for payment for electrical service occurs, the owner (as applicable) and/or Customer, shall give the City notice of such change within two (2) working days prior to such change. The outgoing Customer shall be responsible for payment of all services and charges. The owner shall be responsible for any unpaid past due amount, only if the owner agrees in writing that they shall be responsible for said bill.
- v) Closing (Final Bill). Closing bills are due and payable to the City on presentation. The City reserves the right to read the meter for a final bill within a period of two working days after the date requested by the customer and will use best efforts to read or disconnect on the day requested. The City may disconnect any current electrical service for any Customer who fails to pay or honor payment arrangements on a closed account being held by the City.
- w) Penalty on Delinquent Accounts. The City shall charge a penalty, of a certain percentage as set by resolution on the delinquent portion of all utility accounts in excess of five hundred dollars (\$500.00) or more to the Customer, beginning on the thirtieth day following the original due date.
- x) Returned Check Charges. The City may collect a charge as described by resolution for each check returned by a bank to the City.
- y) Rates and Fees. The City Council shall set all rates charged for electrical energy, connection, reconnection and other fees by resolution.

SECTION 4. Utility Security Deposit. A Utility Security Deposit is established in order to secure payment of City utility services rendered, including electric, water, sewer, CATV, broadband, and any other utility the City may offer.

- a) Amount of Deposit. The City shall set the amount of a Utility Security Deposit by resolution. In the event that the total monthly bill for an account exceeds this deposit amount for a period of three months within a six month period, or if the balance due is over this deposit amount more than three times in a six month period and the customer has

demonstrated any type of delinquency with regards to the payment of this account, the Administrator may require an additional amount be paid so that a larger Utility Security Deposit is being held for that account. If the Customer fails to pay the additional deposit amounts as required, this shall result in disconnection of services to the account.

- b) Payment of Deposit. The City requires the payment of the Utility Security Deposit in full prior to connection of any services to a new account. ~~The City Administrator or designated representative may, from time to time, make payment arrangements for the deposit using guidelines for payment arrangements outlined in Section 3 subsection m) and n) of this ordinance.~~ The City shall not accept or use Security Deposits to pay amounts due on active accounts. If a Customer fails to pay a due bill and it is necessary to turn off services, the City shall not restore such services to said Customer until s/he has paid in full all outstanding bills due on all utility services and all re-connect fees.
- c) Requirement for Deposit. The City requires a Utility Security Deposit on each account, regardless of the number or type of utility services it provides to that account.
- d) Variations to Requirement for Deposit.
1. Commercial Customers: A commercial customer who has a security deposit with the City for an account at a commercial location, shall not be required to pay a deposit on additional commercial location accounts. Security deposits on residential accounts of persons who also hold accounts that qualify as commercial do **not** qualify to be used for a commercial account deposit. Residences where home based businesses are operated shall not be considered commercial locations, unless the area of the residence being used for the commercial operation has electric and water meters that are separate from the electric and water meters that service the residential portion of the location.
 2. Builders and Developers: A builder or developer who has a security deposit with the City for an account at one temporary construction location or permanent development site, shall not be required to pay a deposit on up to four additional temporary location accounts or permanent development site accounts. Each additional deposit may also cover a maximum of five accounts. Security deposits on residential accounts of persons who also hold accounts that qualify as builder or developer do **not** qualify to be used for additional commercial or builder or developer accounts.
 3. Landlords: A landlord shall not be required to pay a deposit on rental location accounts.
 4. Residential Customers-A: A residential customer who has a security deposit with the City for their residential account and is building a new home in the City that they shall move into when it is completed shall be required to pay an additional deposit on the account for the new home. When the customer moves into the new residence and closes the old account, the City shall apply the security deposit to the final billing. If the amount of the refund exceeds the final bill, the City shall return the remainder of the refund to the customer after the next regularly scheduled check run. Non-payment of the closed account shall result in disconnection of services at the new account location.
 5. Residential Customers-B. A residential customer who has a security deposit with the City for their residential account and is moving to another location is required to pay an

additional deposit on the account at the new location. When the customer closes the old account, the City shall apply the security deposit to the final billing. If the amount of the refund exceeds the final bill, the City shall return the remainder of the refund to the customer after the next regularly scheduled check run. Non-payment of the closed account may result in disconnection of services at the new account location.

e) Grandfathered Transition Customers:

1. Current utility account Customers who have a \$150.00 deposit with the City paid before November 2004, with the understanding that they would receive a refund of said deposit after twelve months of a good payment record, shall receive said refund as per their original agreement with the City.
2. Current utility account customers who do not have a security deposit with the City or shall have that deposit refunded due to the deposit refund policy that was repealed in November 2004, shall also be required to provide a security deposit to the City, prior to resumption of service, under this policy when one of the following events occurs:
 - a. The City disconnects an account on two occasions for non-payment of balances due (a dishonored check qualifies as non-payment) that was used to make payment on that utility account.
 - b. The customer closes the account and opens a new account at another service location within the City's service area.

f) Utility Security Deposit Refund. When an account is closed out, the City shall apply the security deposit to the final billing. If the amount of the refund exceeds the final bill, the City shall return the remainder of the refund to the customer after the next regularly scheduled check run.

SECTION 5. Operational Requirements.

- a) Interruptions and Outages. The City shall exercise reasonable diligence in supplying satisfactory and continuous electric service, but cannot and does not guarantee a constant and uninterrupted supply of energy. Whenever necessary for the purpose of making repairs or improvements to its system, the City shall have the right to temporarily suspend the delivery of electrical energy but, in such case, the City shall give reasonable notice if circumstances permit. Whenever an interruption of service can be foreseen, the City shall attempt to schedule its activities with its customers' needs. Any interruption shall be of as short a duration as practical under safe operating conditions.
- b) Customer Liability. The City shall not be liable for any damage, or claim of damage, attributable to any interruption or outage of electric service. If the customer's service fails beyond the point of delivery, he shall endeavor to determine the cause of service failure before calling the City. If a service person is sent out at the customer's request, and it is determined that the customer's equipment is at fault, a charge for the service call as established by resolution may be made.

- c) Customer to Notify City. The customer is encouraged to materially assist the City in fulfilling its purposes by promptly notifying the City of any defects, trouble, or accidents affecting the supply of electricity, or in the event service is unsatisfactory for any reason.
- d) City Inspection and Responsibility. Inspection of electrical wiring and equipment for compliance with codes and regulations other than those of the City is the responsibility of the appropriate governmental body having jurisdiction. The person desiring electrical service must obtain the appropriate approvals and certificates prior to connection of the City's service.
 - 1. The Administrator may, before connecting any premises with the City's circuits or furnishing electric current therefrom, cause the wiring, appliances and fixtures to be carefully inspected, and until such wiring, appliances and fixtures are put on proper condition, satisfactory to the Administrator, or his representatives, decline to connect the service wires with the City's circuit, and he shall have the power at any time to disconnect the service from any premises where the wiring, appliances or fixtures shall become or are found to be defective or dangerous until the same are repaired to the satisfaction of the Administrator or his representative.
 - 2. The City shall have the right, but shall not be obligated to inspect the customer's wiring or equipment before service is supplied and at any future time as determined by the City. However, nothing in this Ordinance shall be construed as placing upon the City any responsibility for the inspection of, the condition of, or the maintenance of the customer's wiring, energy-consuming devices or other equipment.
 - 3. The City shall not be held liable for any loss or damage to persons or property resulting from defects beyond the point of delivery caused by the customer's installation or equipment or the delivery of energy thereto.
- e) Connection to System. It shall be unlawful for any person, other than the Administrator, or his authorized representative or agent of the City, to connect any house, building, premises, wire, appliance or other device to the City's electrical system for the purpose of obtaining electrical energy or for any other purpose whatever.
- f) Unauthorized Pole Attachment Prohibited. A Person must obtain written permission from the City before s/he attaches any equipment or material of any description to any utility pole, guy wire, electrical equipment, hardware or other property of the City. The City may charge fees as established by resolution for this coordination work.
- g) Right to Trim Trees. City employees may trim trees on private property if such trees, in the judgement of the Administrator or his representative, shall create a hazard to electric service lines on the same or adjacent properties. If the property owner refuses permission to trim trees, they shall be liable for all damages and costs to repair any portion of the electrical system damaged by such trees.
- h) Changes to Customer Electrical Load. It shall be unlawful for any customer to add devices requiring electrical energy, which is beyond the capacity of the existing service (to his premises). In the event the customer desires to change his load materially, he shall notify the City, sufficiently in advance, so that the City may, if economically feasible, provide the

facilities required. In the event that the customer fails to notify the City and, as a result, the City's equipment is damaged, the customer may be liable for the cost of such damage.

- i) Unlawful Connections. It shall be unlawful for any Customer to connect his service with that of any other person, or to in any way supply any other person or premises with electric current through his service, without first filing a written application for such connection or use at the office of the Administrator and receiving a written permit for said connection.
- j) Ownership of Meters and other Improvements. All meters, wires and other facilities or equipment furnished and installed by the City, within or on the Customer's premises shall be and remain, the property of the City and may be removed by the City.
- k) Meter Installations. The City shall determine and designate all meter locations. The City shall spot the meter in a readily accessible location outside the building so the center of the meter, or top row of multiple meter installations is 5 ½ feet plus or minus six inches, above finished ground level or walkway at that point, unless the City specifically approves an alternate location. The City must approve any exceptions before installation.
- l) Accessibility. All customers shall provide readily accessible and safe access to all utility meters, poles, lines, transformers, etc. on their property. The customer is responsible for keeping obstructions away from all electrical system parts. Customers shall not place meters under porches, carports or breezeways, over open pits, moving machinery, hatchways, in the path of falling water, where vegetation, or where animals limit accessibility, or where the meter may be subjected to excessive vibration or possible mechanical damage. In cases of remodeling or subsequent construction, including building of fences or other enclosures, the customer shall maintain ready accessibility to the City's meter and equipment. The City does not consider a key as acceptable for obtaining access to a meter.
- m) Failure to Provide Accessibility. If a customer fails to establish and maintain ready and safe accessibility to all utility system parts on or adjacent to their point of delivery, service drop meter, then the City shall carry out the following procedures:
 - 1. Notice to Customer. The City shall give written notice to the customer that shall include the date, time and reason why City utility employees were unable to maintain that portion of the City's utility system on or adjacent to the customer's property. The City shall give this notice within three (3) working days of determination that a problem exists at a specific location. The Customer shall have two (2) working days from receipt of this notice to make the City utility system accessible to City utility employees. In the interim, the City shall bill energy consumption, demand and other charges to the customer based upon an estimate as determined by the City.
 - 2. Second Notice to Customer. If the accessibility problem persists, the City shall provide a second notice to the customer that the initial problem has not been corrected or has reoccurred and continues to prevent City employees from carrying out their duties. The City shall give the Customer another three (3) working days to correct the problem and assess a service charge as set by resolution. The City shall continue to bill energy consumption, demand and other charges to the customer based upon an estimate as determined by the City.
 - 3. Failure to Heed Notice. The City shall disconnect those customers from its system at the point of delivery when the customer has failed to heed the two (2) notices above and

make all City utility system parts readily and safely accessible to City utility employees, to the satisfaction of the utility department manager.

- n) Meter Seals. At the time of installation, the City shall seal the meter and no person shall tamper with or break the seal without prior authorization from the City. The City shall consider any tampering with the meter or unauthorized breaking of the seal as evidence of fraud.
- o) Separate Meters for Different Rate Classifications. If the Customer desires to use electricity for purposes classified under different rates, the City shall install separate meters to measure the current supplied at each rate and charge for the electricity passing through each meter at prices specified in the rate schedule for such separate uses.
- p) Meter Failure. Should any meter fail to register correctly the amount of energy or power used by the customer, the City shall estimate the amount of such use from the best available evidence.

SECTION 6. Employees Prohibited.

- a) Unlawful Employee Compensation. It shall be unlawful for any inspector, agent or employee of the City ask, demand, receive or accept any personal compensation for any service rendered to consumers of electric current, or other persons, in connection with supplying or furnishing electrical energy by the City.
- b) Promise of Service. No promise, agreement or representation of any employee or agent of the City of Cascade Locks, with reference to the furnishing of electric energy, shall be binding on the City, unless the same shall be in writing signed by the Administrator in accordance with the provisions of this ordinance.

SECTION 7. Customer's Responsibility.

- a) Wiring and Equipment. The customer shall install, own, and maintain all wiring and equipment beyond the point of delivery, except meters and special facilities installed or furnished by the City. The customer's wiring shall conform to all requirements of legally constituted authorities having jurisdiction; including county codes or ordinances, ordinances and resolutions of the City, the National Board of Fire Underwriters, the Oregon Bureau of Labor, and the National Electrical Code.
- b) Equipment Required by City. The customer shall furnish, and install, an Underwriter's approved meter socket, or sockets, as specified by the City, for the installation of the City's metering equipment. If instrument transformers are required, the customer shall furnish and install mounting brackets, a suitable enclosure, and necessary conduit, as specified by the City. It shall be the customer's responsibility to provide suitable protective devices; such as fuses, circuit breakers, and relays, to adequately protect his equipment. For the protection of three phase motors, the installation of three thermal over-current devices and, in addition, dual element delay fuses or circuit breakers of suitable rating are considered necessary. The City reserves the right to refuse or discontinue service to customer's equipment or wiring, where such equipment or wiring is in hazardous condition, or not in conformity with lawful codes and local regulations. The City shall not be held liable for any loss or damage to

person, or property, resulting from defects beyond the point of delivery, or in the customer's installation of equipment, or the delivery of energy thereto.

- c) Protection of City Property. The customer shall take all reasonable and proper precautions to prevent damage to City property and facilities on his premises. In the event that the property of the City is damaged because of the customer's negligence, the City may collect the cost of repairs or replacements from the customer.

SECTION 8. Relocation of Electric Facilities.

- a) Overhead Lines. In the event any customer requests his delivery point be moved to a new location on an existing structure, the City may remove and reconnect its overhead service drop at the new delivery point, without cost to the customer. If relocation of a pole or other equipment is required, the customer shall pay for all materials, labor, and overhead required to serve the new delivery point. Where underground service is provided, the Customer shall not relocate the delivery points without permission from the City and written agreement by the customer to assume all costs of relocation.
- b) Relocation Feasibility. In the event a customer wants either overhead or underground facilities relocated, the City may move the facilities if the move is feasible operationally, necessary rights-of-way can be obtained, and the customer agrees to pay in advance an amount sufficient to cover all costs of the relocation. Persons requesting relocations of facilities must make satisfactory arrangements for the transfer or relocation of equipment owned by any other utility and any third party which may be involved, including any underground service facilities.

SECTION 9. Point of Delivery.

- a) Location. All of the equipment on the customer's side of the point of delivery shall belong to and be the responsibility of the customer, except meters and metering equipment and any other equipment provided by the City.
- b) Notice in Advance of Installation. The Customer is responsible to advise the City at the earliest time possible of his service requirements in advance of installing service entrance equipment. The City shall meter each point of delivery separately.

SECTION 10. Cost of Reconnection/Safety Work. Except for the initial installation of a service, the City shall charge the Customer a fee set by resolution for each trip made if a reconnect is requested by the customer. Work performed by the City to provide electric safety on customer's premises shall not be subject to this charge.

SECTION 11. Temporary Service.

- a) The City may provide service to temporary construction as follows:
 - 1. The City shall bill for energy used for temporary single phase service for construction of a single family residence or duplex at the residential rate, in addition to the charge for installation and removal.

2. The City shall bill for energy used for temporary single phase and/or three phase service, if available, for construction of apartments, offices, schools, churches, commercial and industrial buildings or similar facilities and to provide energy for fruit stands, fairs, field offices, Christmas tree lots, etc. at the applicable rate schedule in addition to the charge for installation and removal.
3. Contracts covering temporary service in the underground network where overhead service is not available may contain service and cost provisions separate and distinct from other temporary service requirements.
4. Customer's terminal and intermediate support installations for receiving temporary service must maintain N.E.S.C. clearances, be structurally safe and provide an adequate support at the point of the attachment.

SECTION 12. Recovery of Damages. Any person or persons who, as the result of violating any of the provisions of this ordinance, cause any expenses, loss, or damage to the City shall immediately become liable to the City for the full sum of such expense, loss, or damage. The Council may, at its discretion, instruct the City attorney to proceed against any such person or persons, in any court of competent jurisdiction, in a civil action to be brought in the name of the City for the recovery of the full sum of any such expense, loss, or damage sustained by the City.

SECTION 13. Penalties. Any person or persons found guilty of theft of service or fraudulent use of service or willfully damaging any portion of the electrical system shall, upon conviction thereof, be punished by a fine of not less than \$500.00, or by imprisonment for not more than 100 days, or both. Any person or persons violating any other of the provisions of this Ordinance shall, upon conviction thereof, be punished by a fine of not less than \$50.00 per day. The City shall file a separate complaint for each day a violation continues beyond notification given under this Ordinance.

SECTION 14. Validity. The invalidity of any section, clause, sentence, or provisions of this Ordinance shall not affect the validity of any other part of this Ordinance which can be given effect without such invalid part or parts.

ADOPTED by the City Council this day of **July**, 2012.

APPROVED by the Mayor this day of **July**, 2012.

Mayor

ATTEST:

City Recorder

ORDINANCE NO. 409

**AN ORDINANCE RELATING TO THE MUNICIPAL LIGHT AND POWER SYSTEM;
REGULATING THE USE, SALE AND PRICES OF ELECTRIC CURRENT; DEFINING
SECURITY DEPOSITS AND OFFENSES; REPEALING ORDINANCE NO. 394.**

**THE CITY OF CASCADE LOCKS, HOOD RIVER COUNTY, OREGON, ORDAINS AS
FOLLOWS:**

SECTION 1. Purpose.

- a) Electrical energy is furnished within the City limits of Cascade Locks and to certain areas outside the City limits.
- b) The policies set out in this ordinance apply to any account holder whether that is a person, firm, and corporation or legal entity supplied with electrical service by the City electrical utility.
- c) It is the intent of the City to provide through ordinance and resolutions, a helpful guide to the customer, the many segments of the electrical and building industries, and the utility, and to achieve efficient, effective, uniform, equitable treatment, and safe electrical service for all. The City respectfully requests cooperation from everyone concerned in attaining a high quality of electrical service, while ensuring the solvency of this vital public utility.
- d) Policies, maintenance, repair and installation procedures contained in the City ordinances are founded on standards for safety, economy and efficiency, in the distribution of electrical energy. Some are a requirement of service, others are optional and others are recommended. The use of such words as "shall," "may," "required," etc., indicates the status of the rule. "Shall," for instance, is a requirement. "Should" is a recommendation. "May" is at the discretion of the City or Customer.
- e) Staff personnel of the City are available for advice and consultation relative to utilization of electrical energy, service requirements and related situations in new, existing or reconstructed installations.
- f) In case of any conflict between any provisions of any rate schedule and the service policies set out in this ordinance, the provision of the rate schedule shall apply.

SECTION 2. Definitions.

- a) Accessibility. The definition of accessibility shall mean free of obstruction, natural or manmade. There shall be no instance where a temporary obstruction can become a permanent obstruction.
- b) Account. A formal record of the debits and credits relating to the customer who is receiving City related services.
- c) Account Set-Up Fee. A nonrefundable charge to cover the costs of establishing a customer account, activating the service, and the reading of the meter (read-in).
- d) Administrator. When used in this ordinance shall be held and construed to mean the City Administrator of the City of Cascade Locks.

- e) Annexed Areas. Areas to be added to the City's service area after the effective date of this ordinance.
- f) Billing Demand. Shall be the maximum average kilowatt load used by the customer for any period of thirty consecutive minutes during the month for which the bill is rendered as indicated by a demand meter and as adjusted for power factor.
- g) Builder (Developer): A holder of an account, either temporary or permanent, that services a construction location or buildings that are under construction or recently completed.
- h) City. Means the City of Cascade Locks and its service area.
- i) Class of Service. The type of service rendered by the City to a customer under a particular rate schedule.
- j) Commercial Customer: A holder of an account servicing a commercial business location.
- k) Contractor. Refers to a party doing electrical work as defined by state law.
- l) Cost. Refers to the total cost to the City to construct and install a facility or provide a service, including labor, equipment, and materials plus overhead.
- m) Customer. Any individual, partnership, corporation, firm, or governmental agency supplied with electric service by the City.
- n) Disconnect. Action by a customer to stop service from the City or action by the City to stop supplying electric service to a customer.
- o) Electric Service. Availability of electrical energy at a point of delivery for use by a customer, whether the energy is actually used or not.
- p) Energy. Electrical energy measured in kilowatt-hours.
- q) Kilowatt (KW). A unit of power equal to 1,000 watts or 1.341 horsepower.
- r) Kilowatt-Hour (KWH). The amount of energy delivered in one hour when delivery is at a constant rate of one kilowatt.
- s) Late Fee. A fee which the City assesses a customer in the event the customer's bill is not paid on or before the fifteenth (15) day of the month. Should the 15th fall on a weekend or a holiday, then payment is due and to be receipted in the City Hall Office on the next business day by 5:00 pm.
- t) Landlord: An owner of one or more residential properties that is rented on a monthly or longer basis for residential purposes.
- u) Line Extension. A branch from, or a continuation of, an existing primary or secondary distribution circuit, to serve permanent new points of delivery.
- v) Load (demand). The power requirement usually measured in kilowatts, of a system or piece of equipment, at a given instant or the average rate of energy-use during any designated short period of time.
- w) Load Factor. The ratio of average kilowatt load to kilowatt demand during any designated period, expressed in percent.
- x) Meter. The instrument used for measuring the energy or power delivered to a customer.

- y) Minimum Monthly Bill. The minimum monthly bill shall be the greater of either:
 1. The basic customer service charge; or
 2. Fifty percent (50%) of the highest metered demand of the previous eleven months as adjusted for power factor.
 3. Higher minimum charges may be required to cover special investments as established by special contract.
- z) Month. An interval of approximately 30 days between consecutive meter reading dates; not necessarily a calendar month.
- aa) N.E.C. National Electrical Code.
- bb) N.E.S.C. National Electrical Safety Code.
- cc) Peak Demand. Is the maximum rate of energy use, measured in kilowatts.
- dd) Person. Shall be held to mean and include natural persons of either sex, associations, partnerships, and corporations, whether acting by themselves or by a servant, agent, or employee, the singular number shall be held and construed to include plural, and the masculine pronoun to include feminine.
- ee) Point of Delivery. That point designated by the City where the City's facilities and those of the customer are connected.
- ff) Primary Service. Service delivered at the primary distribution voltage.
- gg) Primary Voltage. Any voltage above 750 volts, phase to phase.
- hh) Raceway. The approved type of enclosure, conduit, gutter, etc., used for protection of conductors.
- ii) Rate Schedule. A formal statement of the charges and conditions for a particular class or type of service in a given area or location.
- jj) Read-In. The first meter reading to commence service to a new customer or reconnected customer.
- kk) Read Out. The last meter reading to terminate service to an existing customer.
- ll) Readily Accessible. Means normally and easily reached during regular daytime working hours, not subject to being under "lock and key," "fenced-in," or within a "restricted" area.
- mm) Secondary Distribution System. An alternating current system connecting the secondaries of distribution transformers to the service drop or service lateral.
- nn) Security Deposit. A deposit to guarantee payment for service and a method of establishing credit with the City.
- oo) Seller. Means the person who is also the operator of a cogeneration or small power production facility.
- pp) Service Conductors. The supply conductors, which extend from the transformers to the service equipment on premises being supplied with electric service.
- qq) Service Equipment. The necessary equipment to control and meter electric energy furnished by the utility at its point of delivery to a customer.

- rr) Secondary Voltage. Any voltage of 750 volts or less, phase to phase.
- ss) Service Drop. The conductors from the distribution system to the point of attachment on a customer's building or other support.
- tt) Small Power Production Facility. Means a facility:
 1. Which produces energy solely by the use of biomass, waste, a renewable resource or any combination thereof;
 2. Which is owned by a person who is not primarily engaged in the generation or sale of energy, other than the energy produced from the small power production facility; and
 3. Which has a power production capacity, which, together with any other facilities located at the same site, is not greater than 80 megawatts.
- uu) Temporary Service. Refers to electrical service of short-term or transient nature, or service to temporary construction operation. A charge shall be made for temporary service and a contract may be required.

SECTION 3. Accounting/Administrative Requirements. The following rules, regulations and procedures shall be followed in the determination of application for electrical service, billing, handling, of delinquencies, contractual relationship between the customer and City, and accounting of service charges.

- a) Application for Service. Any person desiring to purchase electric current from the City shall make application therefore upon a printed form to be furnished for that purpose, completed and signed by the applicant and filed in the office of the administrator. The application shall contain a description of the premises where such electric current is desired and the voltage and rating in amperes, watts, or horsepower of all devices as may be required by the administrator.
- b) Validity of Application.
 1. The application is merely a request for service and does not in itself bind the City to serve except under reasonable conditions, nor does it bind the customer to take service; but if the service is connected, the application shall become a contract between the customer and the City, and the customer shall be required to pay monthly minimum charges according to the applicable rate.
 2. No application for electric service shall be accepted, or no new service shall be furnished to an account holder whether be a person, firm or corporation who has any delinquent bill, fee or charge with the City until such bill, fee or charge has been paid in full.
- c) Contract. The application provided for in this section shall become a Contract on the part of the person making the same, to pay for the electric current, at the rate, in the manner, and at the time as hereinafter specified by the City. The contract shall provide that the City shall have the right to:
 1. Charge and collect the rates, fees and other charges as set by the City.
 2. Change the rates, fees and other charges at any time at the discretion of the City.
 3. Disconnect at any time, without notice to the customer.
 4. Install meters to register the electric current consumed or the maximum load or both.

- d) Exemption. Said contract shall further provide that the City, its agents and employees shall not be held responsible for any damage by fire or other causes resulting from defective wiring or appliances on the premises supplied with electric current by the City.
- e) Validity of Contract. Nothing contained in this ordinance shall be construed as requiring the City or the administrator to enter into any contract or to furnish electric energy to any person applying therefore. The Administrator is hereby authorized and empowered to refuse to enter into any such contract or to furnish such electric energy.
- f) Term of Contract. All contracts shall take effect from the day service is connected and rates shall be charged and bills rendered from the day the premises are connected to the City's electrical system. All contracts shall be binding for the period specified in the contract and shall continue in effect until thirty (30) days after written notice of discontinuance to administrator is delivered to his office, and until all charges for electrical energy, fines, and penalties have been paid in full.

Billing Procedures.

- g) Rate Schedule. All rate schedules set out in the provisions of or resolutions dealing with electric utilities shall be based on one month's service. Normally, meters shall be read and bills rendered at intervals of one month. A month may be from 27 to 32 consecutive days, but shall not necessarily be a calendar month. The City reserves the right to read meters and render bills for longer or shorter periods.
- h) Minimum Monthly Billing. If the calculated bill for energy consumption and demand is less than the minimum monthly bill (as defined in Section 2), then the City shall charge the "minimum monthly bill." Minimum Monthly Billing shall apply only to customers that have demand billings e.g. Public or Commercial accounts.
- i) Meter Reading. If for any reason, the City is incapable of a meter reading for any particular period; it may estimate the reading and render a bill based on this estimate. In the event of appreciable error of any estimate, the City shall revise such estimate on the basis of the best evidence available.
- j) Payment Due Date. All Charges for electrical energy furnished by the City shall be due by the fifteenth (15th) day of the month. Should the 15th fall on a holiday or a weekend, then payment is due and to be receipted in the City Hall Office on the next business day by 5:00 pm.
- k) Cancellation or Termination of Contract. The City shall have the right, at its option, in addition to all other rights and remedies at law or in equity, to cancel or terminate the contract under which service is being supplied or to discontinue the delivery of electric energy with or without cancellation or termination of such contract in the following situations:
 - 1. Upon the customer's failure to pay, when due, any and all bills rendered by the City, including but not limited to amounts owing on current accounts; amounts owing on closed accounts; amounts owing on security deposits; amounts owing on account set-up fees.
 - 2. For fraudulent use of service.
 - 3. Theft or illegal diversion of electric energy.

- l) Delinquent Accounts/Late Fees. If the City does not receive full payment on or before the 15th day of the month, as designated in this section, item "J" at 5:00 pm the account shall be considered late and delinquent, and the City shall assess a late fee to this account. The City shall set the amount of the late fee by resolution.
- m) Payment Arrangements. If the customer does not plan to make full payment of the amount due, the customer may contact the City to make payment arrangements. Approval for any arrangements must come from the Administrator or designated representative. Factors to be considered if payment arrangements are to be approved include:
 1. The City's needs.
 2. The customer's past payment record and probable ability to meet payment schedule in light of circumstances causing delayed payments (unemployment, illness, etc.)
 3. The size of the bill and length of time outstanding.
- n) Failure to Adhere to Payment Arrangements. If payment arrangements are made and the customer fails to adhere to them, disconnection of service shall be made without further notice before noon of the day following the promised payment date unless that day falls on weekends and holidays. The City shall not terminate residential service on, or the day prior to, a weekend or holiday.
- o) Door-Hanger/Red Tag List. The City shall print a Door-Hanger/Red Tag list on the last working day of the month, listing those accounts still unpaid.
- p) Door-Hanger/Red Tag. The City shall write a "door hanger" tag and place said tag on the door of the dwelling or business of all accounts on the Door Hanger/Red Tag list that has not made a payment arrangement. A "door hanger" tag fee, as set by resolution, shall be assessed by the City at the time the tag is written.
 1. The City shall keep a record of the time and date of placement of all notices on "door hanger" tags and the placement of such tag shall constitute a presumption of notice allowing the City to disconnect service, whether or not actual notice was provided the home or business owner by placement of such tag.
 2. The "door hanger" tag shall state that the third day following placement of the tag is the final due date and the Customer must pay the amount due in full by 5:00PM (including the "tag fee" and late fee) or disconnection shall occur before noon on the following day unless the date falls on a Friday or holiday, in which case disconnection shall occur before noon on the next City business day.
 3. If the Customer pays the amount stated as due on the "door hanger" red tag (including the "tag fee" and late fee) before the tag is hung, City staff shall make a reasonable effort to recall the tag so that it is not hung at the account service location.
- q) Restrictions on Residential Terminations. Physical Disabilities- the City shall not terminate service of a residential customer or refuse to restore service on request if the City had been advised in writing by a licensed physician, or public or private agency providing physical or mental health care, that termination of service would significantly endanger the physical health of the customer or any member of the customer's household. However, the City reserves the right to install a service limiter type meter while such certification is in effect.

- r) Designation of Third Party to Receive Notice. The City shall offer its customers the option to designate a third party to receive the notice of disconnection of service. The Customer is responsible for notifying the City of this option upon initiation of service.
- s) Information on Financial Assistance. City shall inform residential customers who cannot pay their bills of the names and telephone numbers of appropriate units within the State Department of Human Resources or other social service agencies which may help the customer determine what federal, state or private aid may be available to that customer.
- t) Requirements for Restoration of Service. If a Customer's service has been properly disconnected under provisions of this ordinance, the City shall not reconnect electrical service at the same or any other place at which the customer resides without payment in full of any delinquent fees and charges, together with a new deposit and any reconnection charges. The City shall only receive payment during regular business hours. If the Administrator determines that, based on past history or current circumstances, the Customer does not have a sufficient amount on deposit as security with the City, the City may assess an additional amount for security deposit equal to the previous highest month's bill.
- u) Payment Responsibility. When a change of occupancy or other legal responsibility for payment for electrical service occurs, the owner (as applicable) and/or Customer, shall give the City notice of such change within two (2) working days prior to such change. The outgoing Customer shall be responsible for payment of all services and charges. The owner shall be responsible for any unpaid past due amount, only if the owner agrees in writing that they shall be responsible for said bill.
- v) Closing (Final Bill). Closing bills are due and payable to the City on presentation. The City reserves the right to read the meter for a final bill within a period of two working days after the date requested by the customer and will use best efforts to read or disconnect on the day requested. The City may disconnect any current electrical service for any Customer who fails to pay or honor payment arrangements on a closed account being held by the City.
- w) Penalty on Delinquent Accounts. The City shall charge a penalty, of a certain percentage as set by resolution on the delinquent portion of all utility accounts in excess of five hundred dollars (\$500.00) or more to the Customer, beginning on the thirtieth day following the original due date.
- x) Returned Check Charges. The City may collect a charge as described by resolution for each check returned by a bank to the City.
- y) Rates and Fees. The City Council shall set all rates charged for electrical energy, connection, reconnection and other fees by resolution.

SECTION 4. Utility Security Deposit. A Utility Security Deposit is established in order to secure payment of City utility services rendered, including electric, water, sewer, CATV, broadband, and any other utility the City may offer.

- a) Amount of Deposit. The City shall set the amount of a Utility Security Deposit by resolution. In the event that the total monthly bill for an account exceeds this deposit amount for a period of three months within a six month period, or if the balance due is over this deposit amount more than three times in a six month period and the customer has

demonstrated any type of delinquency with regards to the payment of this account, the Administrator may require an additional amount be paid so that a larger Utility Security Deposit is being held for that account. If the Customer fails to pay the additional deposit amounts as required, this shall result in disconnection of services to the account.

- b) Payment of Deposit. The City requires the payment of the Utility Security Deposit in full prior to connection of any services to a new account. The City shall not accept or use Security Deposits to pay amounts due on active accounts. If a Customer fails to pay a due bill and it is necessary to turn off services, the City shall not restore such services to said Customer until s/he has paid in full all outstanding bills due on all utility services and all re-connect fees.
- c) Requirement for Deposit. The City requires a Utility Security Deposit on each account, regardless of the number or type of utility services it provides to that account.
- d) Variations to Requirement for Deposit.
 - 1. Commercial Customers: A commercial customer who has a security deposit with the City for an account at a commercial location, shall not be required to pay a deposit on additional commercial location accounts. Security deposits on residential accounts of persons who also hold accounts that qualify as commercial do **not** qualify to be used for a commercial account deposit. Residences where home based businesses are operated shall not be considered commercial locations, unless the area of the residence being used for the commercial operation has electric and water meters that are separate from the electric and water meters that service the residential portion of the location.
 - 2. Builders and Developers: A builder or developer who has a security deposit with the City for an account at one temporary construction location or permanent development site, shall not be required to pay a deposit on up to four additional temporary location accounts or permanent development site accounts. Each additional deposit may also cover a maximum of five accounts. Security deposits on residential accounts of persons who also hold accounts that qualify as builder or developer do **not** qualify to be used for additional commercial or builder or developer accounts.
 - 3. Landlords: A landlord shall not be required to pay a deposit on rental location accounts.
 - 4. Residential Customers-A: A residential customer who has a security deposit with the City for their residential account and is building a new home in the City that they shall move into when it is completed shall be required to pay an additional deposit on the account for the new home. When the customer moves into the new residence and closes the old account, the City shall apply the security deposit to the final billing. If the amount of the refund exceeds the final bill, the City shall return the remainder of the refund to the customer after the next regularly scheduled check run. Non-payment of the closed account shall result in disconnection of services at the new account location.
 - 5. Residential Customers-B. A residential customer who has a security deposit with the City for their residential account and is moving to another location is required to pay an additional deposit on the account at the new location. When the customer closes the old account, the City shall apply the security deposit to the final billing. If the amount of the

refund exceeds the final bill, the City shall return the remainder of the refund to the customer after the next regularly scheduled check run. Non-payment of the closed account may result in disconnection of services at the new account location.

e) Grandfathered Transition Customers:

1. Current utility account Customers who have a \$150.00 deposit with the City paid before November 2004, with the understanding that they would receive a refund of said deposit after twelve months of a good payment record, shall receive said refund as per their original agreement with the City.
2. Current utility account customers who do not have a security deposit with the City or shall have that deposit refunded due to the deposit refund policy that was repealed in November 2004, shall also be required to provide a security deposit to the City, prior to resumption of service, under this policy when one of the following events occurs:
 - a. The City disconnects an account on two occasions for non-payment of balances due (a dishonored check qualifies as non-payment) that was used to make payment on that utility account.
 - b. The customer closes the account and opens a new account at another service location within the City's service area.

f) **Utility Security Deposit Refund.** When an account is closed out, the City shall apply the security deposit to the final billing. If the amount of the refund exceeds the final bill, the City shall return the remainder of the refund to the customer after the next regularly scheduled check run.

SECTION 5. Operational Requirements.

- a) Interruptions and Outages. The City shall exercise reasonable diligence in supplying satisfactory and continuous electric service, but cannot and does not guarantee a constant and uninterrupted supply of energy. Whenever necessary for the purpose of making repairs or improvements to its system, the City shall have the right to temporarily suspend the delivery of electrical energy but, in such case, the City shall give reasonable notice if circumstances permit. Whenever an interruption of service can be foreseen, the City shall attempt to schedule its activities with its customers' needs. Any interruption shall be of as short a duration as practical under safe operating conditions.
- b) Customer Liability. The City shall not be liable for any damage, or claim of damage, attributable to any interruption or outage of electric service. If the customer's service fails beyond the point of delivery, he shall endeavor to determine the cause of service failure before calling the City. If a service person is sent out at the customer's request, and it is determined that the customer's equipment is at fault, a charge for the service call as established by resolution may be made.
- c) Customer to Notify City. The customer is encouraged to materially assist the City in fulfilling its purposes by promptly notifying the City of any defects, trouble, or accidents affecting the supply of electricity, or in the event service is unsatisfactory for any reason.

- d) City Inspection and Responsibility. Inspection of electrical wiring and equipment for compliance with codes and regulations other than those of the City is the responsibility of the appropriate governmental body having jurisdiction. The person desiring electrical service must obtain the appropriate approvals and certificates prior to connection of the City's service.
1. The Administrator may, before connecting any premises with the City's circuits or furnishing electric current therefrom, cause the wiring, appliances and fixtures to be carefully inspected, and until such wiring, appliances and fixtures are put on proper condition, satisfactory to the Administrator, or his representatives, decline to connect the service wires with the City's circuit, and he shall have the power at any time to disconnect the service from any premises where the wiring, appliances or fixtures shall become or are found to be defective or dangerous until the same are repaired to the satisfaction of the Administrator or his representative.
 2. The City shall have the right, but shall not be obligated to inspect the customer's wiring or equipment before service is supplied and at any future time as determined by the City. However, nothing in this Ordinance shall be construed as placing upon the City any responsibility for the inspection of, the condition of, or the maintenance of the customer's wiring, energy-consuming devices or other equipment.
 3. The City shall not be held liable for any loss or damage to persons or property resulting from defects beyond the point of delivery caused by the customer's installation or equipment or the delivery of energy thereto.
- e) Connection to System. It shall be unlawful for any person, other than the Administrator, or his authorized representative or agent of the City, to connect any house, building, premises, wire, appliance or other device to the City's electrical system for the purpose of obtaining electrical energy or for any other purpose whatever.
- f) Unauthorized Pole Attachment Prohibited. A Person must obtain written permission from the City before s/he attaches any equipment or material of any description to any utility pole, guy wire, electrical equipment, hardware or other property of the City. The City may charge fees as established by resolution for this coordination work.
- g) Right to Trim Trees. City employees may trim trees on private property if such trees, in the judgement of the Administrator or his representative, shall create a hazard to electric service lines on the same or adjacent properties. If the property owner refuses permission to trim trees, they shall be liable for all damages and costs to repair any portion of the electrical system damaged by such trees.
- h) Changes to Customer Electrical Load. It shall be unlawful for any customer to add devices requiring electrical energy, which is beyond the capacity of the existing service (to his premises). In the event the customer desires to change his load materially, he shall notify the City, sufficiently in advance, so that the City may, if economically feasible, provide the facilities required. In the event that the customer fails to notify the City and, as a result, the City's equipment is damaged, the customer may be liable for the cost of such damage.
- i) Unlawful Connections. It shall be unlawful for any Customer to connect his service with that of any other person, or to in any way supply any other person or premises with electric

current through his service, without first filing a written application for such connection or use at the office of the Administrator and receiving a written permit for said connection.

- j) Ownership of Meters and other Improvements. All meters, wires and other facilities or equipment furnished and installed by the City, within or on the Customer's premises shall be and remain, the property of the City and may be removed by the City.
- k) Meter Installations. The City shall determine and designate all meter locations. The City shall spot the meter in a readily accessible location outside the building so the center of the meter, or top row of multiple meter installations is 5 ½ feet plus or minus six inches, above finished ground level or walkway at that point, unless the City specifically approves an alternate location. The City must approve any exceptions before installation.
- l) Accessibility. All customers shall provide readily accessible and safe access to all utility meters, poles, lines, transformers, etc. on their property. The customer is responsible for keeping obstructions away from all electrical system parts. Customers shall not place meters under porches, carports or breezeways, over open pits, moving machinery, hatchways, in the path of falling water, where vegetation, or where animals limit accessibility, or where the meter may be subjected to excessive vibration or possible mechanical damage. In cases of remodeling or subsequent construction, including building of fences or other enclosures, the customer shall maintain ready accessibility to the City's meter and equipment. The City does not consider a key as acceptable for obtaining access to a meter.
- m) Failure to Provide Accessibility. If a customer fails to establish and maintain ready and safe accessibility to all utility system parts on or adjacent to their point of delivery, service drop meter, then the City shall carry out the following procedures:
 - 1. Notice to Customer. The City shall give written notice to the customer that shall include the date, time and reason why City utility employees were unable to maintain that portion of the City's utility system on or adjacent to the customer's property. The City shall give this notice within three (3) working days of determination that a problem exists at a specific location. The Customer shall have two (2) working days from receipt of this notice to make the City utility system accessible to City utility employees. In the interim, the City shall bill energy consumption, demand and other charges to the customer based upon an estimate as determined by the City.
 - 2. Second Notice to Customer. If the accessibility problem persists, the City shall provide a second notice to the customer that the initial problem has not been corrected or has reoccurred and continues to prevent City employees from carrying out their duties. The City shall give the Customer another three (3) working days to correct the problem and assess a service charge as set by resolution. The City shall continue to bill energy consumption, demand and other charges to the customer based upon an estimate as determined by the City.
 - 3. Failure to Heed Notice. The City shall disconnect those customers from its system at the point of delivery when the customer has failed to heed the two (2) notices above and make all City utility system parts readily and safely accessible to City utility employees, to the satisfaction of the utility department manager.
- n) Meter Seals. At the time of installation, the City shall seal the meter and no person shall tamper with or break the seal without prior authorization from the City. The City shall

consider any tampering with the meter or unauthorized breaking of the seal as evidence of fraud.

- o) Separate Meters for Different Rate Classifications. If the Customer desires to use electricity for purposes classified under different rates, the City shall install separate meters to measure the current supplied at each rate and charge for the electricity passing through each meter at prices specified in the rate schedule for such separate uses.
- p) Meter Failure. Should any meter fail to register correctly the amount of energy or power used by the customer, the City shall estimate the amount of such use from the best available evidence.

SECTION 6. Employees Prohibited.

- a) Unlawful Employee Compensation. It shall be unlawful for any inspector, agent or employee of the City ask, demand, receive or accept any personal compensation for any service rendered to consumers of electric current, or other persons, in connection with supplying or furnishing electrical energy by the City.
- b) Promise of Service. No promise, agreement or representation of any employee or agent of the City of Cascade Locks, with reference to the furnishing of electric energy, shall be binding on the City, unless the same shall be in writing signed by the Administrator in accordance with the provisions of this ordinance.

SECTION 7. Customer's Responsibility.

- a) Wiring and Equipment. The customer shall install, own, and maintain all wiring and equipment beyond the point of delivery, except meters and special facilities installed or furnished by the City. The customer's wiring shall conform to all requirements of legally constituted authorities having jurisdiction; including county codes or ordinances; ordinances and resolutions of the City, the National Board of Fire Underwriters, the Oregon Bureau of Labor, and the National Electrical Code.
- b) Equipment Required by City. The customer shall furnish, and install, an Underwriter's approved meter socket, or sockets, as specified by the City, for the installation of the City's metering equipment. If instrument transformers are required, the customer shall furnish and install mounting brackets, a suitable enclosure, and necessary conduit, as specified by the City. It shall be the customer's responsibility to provide suitable protective devices; such as fuses, circuit breakers, and relays, to adequately protect his equipment. For the protection of three phase motors, the installation of three thermal over-current devices and, in addition, dual element delay fuses or circuit breakers of suitable rating are considered necessary. The City reserves the right to refuse or discontinue service to customer's equipment or wiring, where such equipment or wiring is in hazardous condition, or not in conformity with lawful codes and local regulations. The City shall not be held liable for any loss or damage to person, or property, resulting from defects beyond the point of delivery, or in the customer's installation of equipment, or the delivery of energy thereto.
- c) Protection of City Property. The customer shall take all reasonable and proper precautions to prevent damage to City property and facilities on his premises. In the event that the

property of the City is damaged because of the customer's negligence, the City may collect the cost of repairs or replacements from the customer.

SECTION 8. Relocation of Electric Facilities.

- a) Overhead Lines. In the event any customer requests his delivery point be moved to a new location on an existing structure, the City may remove and reconnect its overhead service drop at the new delivery point, without cost to the customer. If relocation of a pole or other equipment is required, the customer shall pay for all materials, labor, and overhead required to serve the new delivery point. Where underground service is provided, the Customer shall not relocate the delivery points without permission from the City and written agreement by the customer to assume all costs of relocation.
- b) Relocation Feasibility. In the event a customer wants either overhead or underground facilities relocated, the City may move the facilities if the move is feasible operationally, necessary rights-of-way can be obtained, and the customer agrees to pay in advance an amount sufficient to cover all costs of the relocation. Persons requesting relocations of facilities must make satisfactory arrangements for the transfer or relocation of equipment owned by any other utility and any third party which may be involved, including any underground service facilities.

SECTION 9. Point of Delivery.

- a) Location. All of the equipment on the customer's side of the point of delivery shall belong to and be the responsibility of the customer, except meters and metering equipment and any other equipment provided by the City.
- b) Notice in Advance of Installation. The Customer is responsible to advise the City at the earliest time possible of his service requirements in advance of installing service entrance equipment. The City shall meter each point of delivery separately.

SECTION 10. Cost of Reconnection/Safety Work. Except for the initial installation of a service, the City shall charge the Customer a fee set by resolution for each trip made if a reconnect is requested by the customer. Work performed by the City to provide electric safety on customer's premises shall not be subject to this charge.

SECTION 11. Temporary Service.

- a) The City may provide service to temporary construction as follows:
 - 1. The City shall bill for energy used for temporary single phase service for construction of a single family residence or duplex at the residential rate, in addition to the charge for installation and removal.
 - 2. The City shall bill for energy used for temporary single phase and/or three phase service, if available, for construction of apartments, offices, schools, churches, commercial and industrial buildings or similar facilities and to provide energy for fruit stands, fairs, field offices, Christmas tree lots, etc. at the applicable rate schedule in addition to the charge for installation and removal.

3. Contracts covering temporary service in the underground network where overhead service is not available may contain service and cost provisions separate and distinct from other temporary service requirements.
4. Customer's terminal and intermediate support installations for receiving temporary service must maintain N.E.S.C. clearances, be structurally safe and provide an adequate support at the point of the attachment.

SECTION 12. Recovery of Damages. Any person or persons who, as the result of violating any of the provisions of this ordinance, cause any expenses, loss, or damage to the City shall immediately become liable to the City for the full sum of such expense, loss, or damage. The Council may, at its discretion, instruct the City attorney to proceed against any such person or persons, in any court of competent jurisdiction, in a civil action to be brought in the name of the City for the recovery of the full sum of any such expense, loss, or damage sustained by the City.

SECTION 13. Penalties. Any person or persons found guilty of theft of service or fraudulent use of service or willfully damaging any portion of the electrical system shall, upon conviction thereof, be punished by a fine of not less than \$500.00, or by imprisonment for not more than 100 days, or both. Any person or persons violating any other of the provisions of this Ordinance shall, upon conviction thereof, be punished by a fine of not less than \$50.00 per day. The City shall file a separate complaint for each day a violation continues beyond notification given under this Ordinance.

SECTION 14. Validity. The invalidity of any section, clause, sentence, or provisions of this Ordinance shall not affect the validity of any other part of this Ordinance which can be given effect without such invalid part or parts.

ADOPTED by the City Council this 27th day of December, 2010.

APPROVED by the Mayor this 27th day of December, 2010.

Mayor

ATTEST:

City Recorder

STAFF REPORT

Date Prepared: 6/18/12

For City Council Meeting on: 6/25/12

TO: Honorable Mayor and City Council

PREPARED BY: Marianne Bump, Finance Officer



APPROVED BY: Paul Koch, Interim City Administrator



SUBJECT: Approve Municipal Corporate Budget for FY 2012-2013, making appropriations, authorizing expenditures and levying taxes.

SYNOPSIS: The City is required by Oregon Budget Law to prepare and present a balanced budget for review by the budget committee. Through the budget committee review process and public participation the committee may revise the proposed budget before formally approved. The approved budget is then presented to council, by which a public hearing will be held for public comment. The council can then revise the budget within limitations and then adopt the budget. The budget must be adopted before June 30th.

CITY COUNCIL OPTIONS:

1. Approve Resolution No. 1241 as presented.
2. Establish other direction for staff to proceed
3. Take no action

RECOMMENDATION: The City Council, by motion, approve Resolution No. 1241 approving the Municipal Corporate Budget for FY 2012-2013, making appropriations, authorizing expenditures and levying taxes, and approving program, service policies and direction.

Legal Review and Opinion: N/A

Financial review and status: N/A

BACKGROUND INFORMATION:

1. A copy of Resolution No. 1241 is attached
2. Copies of the departmental program budget sheets are attached. Adoptions of these service and program elements are important to set priorities and focus.
3. A copy of the Recreation program policy outline is attached. This policy document is critical to enhance services.

RESOLUTION NO. 1241

A RESOLUTION ADOPTING THE MUNICIPAL CORPORATE BUDGET FOR FY 2012-2013, MAKING APPROPRIATIONS, AUTHORIZING EXPENDITURES AND LEVYING TAXES.

ADOPTING THE BUDGET

BE IT RESOLVED that the City Council of the City of Cascade Locks, Oregon, hereby adopts the 2012-2013 fiscal year budget in the total sum of \$7,367,870 now on file in the office of the City Finance Officer, City Hall.

BE IT RESOLVED that the City Council of the City of Cascade Locks, Oregon, also hereby adopts the Program Budget sheets for Administration, Planning, Community Relations, Public Works (Operations), Public Works (Property), Tourism, Electric, CATV/Broadband, and Recreation.

MAKING APPROPRIATIONS

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2012 and for the purposes shown are hereby appropriated as follows:

<u>GENERAL FUND</u>	
Administration Department	93,136
Planning Department	79,527
Property Department	89,710
Beautification Department	-
Museum Program	-
Government/Community Relations Program	6,200
Recreation Program	12,000
Police Program	87,133
Capital Outlays	2,100
Interfund Transfers	201,396
Contingency	2,214
<u>TOTAL GENERAL FUND</u>	<u>573,416</u>
<u>SYSTEM DEVELOPMENT FUND</u>	
Capital Outlays	33,150
Interfund Transfers	47,000
<u>TOTAL SYSTEM DEVELOPMENT FUND</u>	<u>80,150</u>
<u>STREET FUND</u>	
Personnel Expenses	45,605
Materials & Services	27,819
Capital Outlays	12,500
Interfund Transfers	31,625
Contingency	7,826
<u>TOTAL STREET FUND</u>	<u>125,375</u>
<u>EMERGENCY SERVICES FUND</u>	
Personnel Expenses	129,838
Materials & Services	94,881
Capital Outlays	4,430
Interfund Transfers	47,460
Contingency	-
<u>TOTAL EMERGENCY SERVICES FUND</u>	<u>276,609</u>

911 EMERGENCY TELEPHONE FUND

Materials & Services	6,000
TOTAL 911 EMERGENCY TELEPHONE FUND	6,000

GRANTS FUND

Materials & Services	56,000
Capital Outlays	-
TOTAL GRANTS FUND	56,000

TOURISM FUND

Personnel Expenses	-
Materials & Services	75,478
Capital Outlays	-
Interfund Transfers	1,000
Contingency	3,322
TOTAL TOURISM FUND	79,800

MUSEUM TRUST FUND

Materials & Services	-
TOTAL MUSEUM FUND	-

CEMETERY FUND

Personnel Expenses	2,710
Materials & Services	2,225
Interfund Transfers	-
Contingency	4,815
TOTAL CEMETERY FUND	9,750

WATER FUND

Personnel Expenses	97,664
Materials & Services	126,335
Capital Outlays	2,500
Interfund Transfers	35,901
Contingency	-
TOTAL WATER FUND	262,400

CEMETERY TRUST FUND

Interfund Transfers	-
Contingency	14,200
TOTAL CEMETERY TRUST FUND	14,200

<u>SEWER FUND</u>	
Personnel Expenses	47,788
Materials & Services	236,079
Capital Outlays	17,500
Interfund Transfers	144,352
Contingency	15,731
TOTAL SEWER FUND	461,450

<u>SEWER BOND FUND - 1996</u>	
Debt Service	53,711
Reserve	60,300
TOTAL SEWER BOND FUND	114,011

<u>CATV/TELECOM FUND</u>	
Personnel Expenses	48,272
Materials & Services	124,515
Capital Outlays	450
Interfund Transfers	-
Contingency	-
TOTAL CATV FUND	173,237

<u>OEDD LOAN REPAY FUND</u>	
Debt Service	91,641
TOTAL OEDD LOAN REPAY FUND	91,641

<u>OIB LOAN REPAY FUND</u>	
Debt Service	33,416
TOTAL OIB LOAN REPAY FUND	33,416

<u>LIGHT FUND</u>	
Personnel Expenses	1,020,922
Materials & Services	1,897,630
Capital Outlays	123,500
Interfund Transfers	79,600
Contingency	64,098
TOTAL LIGHT FUND	3,185,750

<u>CAPITAL RESERVE FUND - 2008</u>	
Capital Outlays	579,577
Reserve	1,245,088
Interfund Transfers	-
TOTAL CAPITAL RESERVE FUND	1,824,665

GRAND TOTAL APPROPRIATIONS ALL FUNDS	7,367,870
PROOF	7,367,870

IMPOSING THE TAX

BE IT RESOLVED that the City Council of the City of Cascade Locks, Oregon, hereby imposes the taxes provided for in this adopted budget in the General Fund at the rate of \$2.7050 per \$1,000 of assessed value for operations, and that these taxes are hereby imposed and categorized for tax year 2012-2013 upon the assessed value of all taxable property within the district as of 12:01 AM, July 1, 2012.

CATEGORIZING THE TAX

	General Government	Excluded from Limitation
General Fund	\$ 2.7050/\$1000	
Debt Service Fund		\$ 0.00

BE IT RESOLVED that the City Finance Officer certifies to the County Clerk and County Assessor, the tax levy made by this Resolution and shall file with them and to the State of Oregon copies of the budget as finally adopted.

ADOPTED by the City Council this **25th** day of **June**, 2012.

APPROVED by the Mayor this **25th** day of **June**, 2012.

Mayor

ATTEST:

City Recorder

City of Cascade Locks
2012-13 Budget
Adopted with the 2012-13 Budget
6/25/12

Program Budget

Department: Administration

Program: Administration

Fund: General

Purpose: To assist City Council manage and operate the city organization, achieve the 20 Year Vision, evaluate employees, coordinate city functions with other agencies and ensure the proper operation of the City organization in collaboration with the City Council. Provide leadership for economic development, respond to citizen complaints and requests.

Organization:

Contract Interim CA
Permanent CA (starting January 1, 2013)
City Recorder
Part time Deputy Recorder/Admin. Assist
Finance Officer
Account Clerk
Cashier/Receptionist
Contract City Attorney
Contract Computer Consultant
Contract Planner
Contract Auditor

Services Provided:

1. Assistance to City Council, sub-committees and task forces..
2. Coordination with other agencies.
3. General management of the City and problem solving.
4. Ensuring compliance with city policy
5. Maintenance of all city records and response to citizen information requests.
6. Assistance to the Downtown Revitalization Steering Committee
7. Support to the Planning Commission.
8. Services to proposed new businesses.
9. Staff support and assistance to the Joint Work Group on Economic Development. (City and Port)
10. Assistance and coordination to operating departments.
11. Grant applications.
12. Assist in the recruitment and hiring of new CA.
13. Preparation of reports, special studies.
14. Public information and coordinate camera operator.
15. Provide for utility and service billing.
16. Coordinate the hiring of paid and volunteer staff.
17. Manage City finances and report regularly to City Council.
18. Manage the City-wide computer system.

2012-13 Objectives:

1. Complete transition with new full time administrator.
2. Guide completion of the electric rate study.
3. Ensure compliance with City Council policy
4. Provide assistance to ensure proper economic development.
5. Coordinate and assist the Tourism Committee, DRSC and other community based initiatives.
6. Assist Council to set priorities, and strategies for completion.
7. Complete the rebuilding of the ESD.
8. Other objectives as may be assigned by City Council.
9. Fully resolve the communication tower and FEMA grant matters.
10. Complete a wage and salary study.
11. Begin the codification of city policies and ordinances.
12. Work with the Port and community to plan and conduct a sailing symposium.

Department Evaluation:

1. The new administrator is fully integrated into the organization.
2. Joint economic development efforts are successful.
3. The new work order system is fully operational.
4. The electric rate study is completed.
5. The master plans for water and waste water are completed.
6. The city and community are well positioned for proper economic development.
7. The community begins to experience economic development.

City of Cascade Locks
2012-13 Budget
Adopted with the 2012-13 Budget
6/25/12

Program Budget

Department: Administration

Program: Planning

Fund: General

Purpose: To assist the City in the planning and long term development coordination. To provide pre-application and application services to proposed developments, assist the City interpret current code and comprehensive plan, support the Planning Commission and ensure that proper planning occurs. Review the current development code and comprehensive plan and recommend enhancements as necessary to encourage appropriate growth and development. Communicate and coordinate with The Port of Cascade Locks.

Organization: A portion of the time of the following employees provides this service.

Contract Planning Consultant
City Recorder
City Administrator
Deputy Recorder

Services Provided:

1. Provide support and assistance to the Planning Commission.
2. Assist development applicants.
3. Attend and participate in pre-application meetings.
4. Provide legal and required notification and advertising.
5. Make recommendations to staff, Planning Commission and City Council regarding the Development Code and Comprehensive Plan.
6. Interpret city policy and state laws as they pertain to development.
7. Coordinate development proposals with city agencies and other jurisdictions such as The Port.

2012-13 Objectives:

1. Assist in refinement of the Development Code.
2. Train and orient the Planning Commission.
3. Make recommendations regarding potential changes in the development code and comprehensive plan.
4. Assist in the development of community based plans for downtown.

Service Evaluaton:

1. The development code will be revised to encourage development.
2. Developers will be assisted in the process.
3. Cascade Locks will have the reputation of encouraging proper development.
4. New businesses and a stronger local economy will result.
5. Existing businesses will be stronger.

City of Cascade Locks
2012-13 Budget
Adopted with the 2012-13 Budget
6/25/12

Program Budget

Department: Administration

Program: Community Relations

Fund: General

Purpose: To provide for the training of elected officials through classes and attendance at conferences. Provide some funding for the Senior Potlatch program and funds to subsidize the senior citizen and low income sewer rates.

Organization: City Council and administration.

Services Provided:

1. Travel and training for Mayor and City Council for meetings, training and conferences at LOC and other official meetings.
2. Funding for senior potlatch cook.
3. Subsidize low income and senior citizen sewer fees.

2012-13 Objectives:

1. To provide training to elected officials.
2. Provide funding for the cook at Senior Potlatch.
3. Assist seniors and low income residents with sewer fees.

Department Evaluation:

1. Senior Potlatch services continue.
2. Seniors and low income residents get help with sewer bills.

City of Cascade Locks
2012-13 Budget
Adopted with the 2012-13 Budget
6/25/12

City of Cascade Locks Program Budget

Department: Public Works Department **Program:** Operations

Purpose: To maintain and operate the city water, sewer and street systems as well as care for all public buildings and spaces.

Organization:

- 1 Consulting Public Works Director (contract through mid 2014)
- 1 Public Works Field Supervisor
- 1 Utility Maintenance Worker I
- 1 Utility Maintenance Worker II (new as of 4/12)

Services to be provided:

- 1 Operate and maintain the water system and provide safe , reliable drinking water. .
- 2. Provide adequate fire flows to meet requirements.
- 3. Provide emergency water and sewer system repairs.
- 4. Keep the sewer system in operating condition
- 5. Continue the water system leak detection and repair program.
- 6. Properly maintain and care for all city facilities. (Cemetery and Park, water system, sewer system, City Hall, the front portion of the mall, Airport Ball Park and Overlook Park.)

2012-13 Objectives:

- 1. Complete updates of the water and sewer systems master plans.
- 2. Implement the required training for all full time employees for proper water and sewer system certification.
- 3. Provide for a clean and well organized work area.
- 4. Develop a plan for the regular cleaning of water reservoirs.
- 5. Complete an in-house street study and plan.
- 6. Repave Regulator Street.

Evaluation:

- 1. Water system leaks will be reduced.
- 2. Water and sewer system master plans will be updated.
- 3. Department staff will be trained and certified.
- 4. Water system reservoirs will be cleaned.
- 5. An “in-house” pavement study will be completed in July and a street maintenance program adopted by City Council.

City of Cascade Locks
2012-13 Budget
Adopted with the 2012-13 Budget
6/25/12

Program Budget

Department: Public Works

Program: Property

Fund: General

Purpose: To manage, maintain and repair all city property.

Organization: This service is staffed by the employees of the Public Works Department. A portion of the time of these employees provides this service.

Field Maintenance Supervisor
Utility Maintenance Worker II
Utility Maintenance Worker I

Services Provided: Provide ongoing cleaning, repair and maintenance for the Cemetery, City Hall, Overlook Park, the front portion of the mall, City Hall.

2012-13 Objectives:

1. To improve the general maintenance and appearance of public facilities.
2. Implement the work order system.

Department Evaluation:

1. Public facilities will be well maintained and repaired in a timely fashion.
2. The work order system will be implemented.

Program Budget

Department: Tourism **Program:** Tourism & Marketing

Purpose: To market and promote the community and bring new visitors and tourists to town to support existing businesses. To raise TRT income and increase the dollars spent at local businesses. To plan, sponsor, promote and enhance existing events and to initiate new events in Cascade Locks.

Organization: This service is organized around and carried out by the 7 member Tourism Committee and working with the DRSC and local businesses to market and promote the community.

Services to be provided:

1. Plan and conduct activities and events to draw visitors to Cascade Locks year round.
2. To work in partnership with the Downtown Revitalization Steering Committee, local businesses and others to enhance the community.
4. Develop, edit and distribute brochures
5. Create a variety of ways to market the community through TV, WWW, print and social media.
6. Create, edit and maintain the tourism website.
7. Provide Familiarization training for Committee members, local businesses and their employees.
8. Assist in the development of a comprehensive community-wide activity calendar.

2012-13 Objectives:

1. Increase the number of activities and bring more visitors to Cascade Locks through a RARE participant and others.
2. Produce brochures, promotion and marketing materials.
3. Plan and conduct at least 20 new activities.
4. Increase the head count in local motels.
5. Increase city revenues from TRT by \$25,000.
6. Raise local business revenue by 20%.
7. Raise the awareness of Cascade Locks as a unique recreation destination.
8. Create a visitors center downtown.
9. Create cooperative marketing partnerships with Stevenson, Wa. and Hood River.
10. Raise awareness of Cascade Locks' proximity to Portland, PDX, Vancouver, Bend and Seattle.

Evaluation:

1. All motels, shops and restaurants will document more business.
2. TRT income will increase by 20%
3. More events will be planned and conducted.
4. A comprehensive year around calendar will be in place.
5. Progress will have been made toward creation if a visitor center.

City of Cascade Locks
2012-13 Budget
Adopted with the 2012-13 Budget
6/25/12

Program Budget

Department: Electric

Program: Electric

Purpose: To provide electric service to citizens of Cascade Locks and residence of the South Park area. To properly maintain, operate and plan for the most cost effective electric service possible.

Organization: A portion of the full time employees in the Electric Department provide services to this program.

Services Provided:

1. Provide reliable electric service to all customers.
2. Make timely repairs.
3. Connect and disconnect customers.
4. Ensure the safe operation of the system.

2012-13 Objectives:

1. Complete the electric rate study.
2. Make a final determination regarding the sub-station.
3. Assist economic development efforts.
4. Increase operating reserves in anticipation of emergency situations.
5. Complete a transition plan in anticipation of retirements.
6. Implement the work order system.

Department Evaluation:

1. The electric rate study will be completed.
2. A decision regarding the sub-station will be made.
3. A transition plan will be completed and approved by City Council.

City of Cascade Locks
2012-13 Budget
Adopted with the 2012-13 Budge
6/25/12t

Program Budget

Department: Electric

Program: Cable TV/Broadband

Purpose: To provide a wide range of television and internet services to the community.

Organization: A portion of the full time employees in the Electric Department provide services to this program.

Services Provided:

1. Cable TV services.
2. Broadband & Telecom Service
3. New service connections.
4. Disconnect services
5. Repairs

2012-13 Objectives:

1. Research alternative methods of providing this service. Look into privatization, sale of the system, modernization and phasing out of this service.

Department Evaluation:

1. A thorough analysis will have been completed and a decision made regarding continuation of this service.

**PRELIMINARY PROPOSAL FOR THE OPERATION OF
THE CASCADE LOCKS RECREATION PROGRAM**

(This plan will be referred to City Council for final approval along with the
proposed budget)

2012-13

GOAL: Continue to provide programs for youth, families and adults with more support coming from donations, volunteer efforts and other sources.

1. **Fund Raising and donations:** Undertake the following strategies to raise money from participants, families, local businesses and other sources to support programs for the community.
 - A. Increase participant activity donation from .25 per night to .50 cents per night.
 - B. Create a local "Kids Club" card and program providing families with the opportunity to pay for twelve months of programs through a donation to membership. \$25 per year for one child and \$50 per year donation for more than one child.
 - C. Charge \$1 donation for all special youth events (Unless the fee is waived or the event cost is sponsored or covered by donations).
 - D. Offer local businesses, churches and service clubs an opportunity to purchase, through a donation, either events or regular activity nights in exchange for publicity about the donation.
 1. \$20 donation buys one night of activities.
 2. \$50 donation buys a week of activities or a special event.
 3. Provide services, equipment or other materials to support an event such as pictures at Santa event.
 - E. Plan and organize a youth work center providing jobs for youth in exchange for a donation to the youth and the program.

- F. Conduct two car washes in summer 2012.
- G. Approach local churches to help establish a scholarship fund for youth who cannot afford to pay for the services and activities. Provide those who cannot afford to pay with the option of doing work such as cleaning up, watering plants, etc.
- H. Develop and carry out an aggressive volunteer effort to supplement limited city staffing capability. (All volunteers need to be signed up under the city, background checked and screened before being placed on assignment.)
- I. Approach Nestle for a major donation to the program. (Nestle has agreed to donate \$2500)
- J. Apply for grants with the prior approval of the City Council.

The goal of the fund raising donation effort would be \$16,700.

2. Fund Raising specifics:

- A. **Kids Club:** Offer two different donation card memberships. One for \$25 per year, the other at \$50 per year. The following services would be provided for each donation membership. These are examples only.
 - 1. Free admission to recreation nights.
 - 2. A movie trip to Hood River
 - 3. Trip to view local sculpture foundries
 - 4. Fire safety tour of Fire Station
 - 5. Downtown and community clean up ending with a free ice cream cone at Eastwind.
 - 6. A swim day
 - 7. A Trailblazer, Winter Hawk or other in town event
 - 8. Electric safety and learning day

B. Special Events: Critical to successful recreation programs are special events. The following special events would be planned and conducted under the new program design. All special events would carry a \$1 donation charge or a Kids Club Card.

1. Bike Race
2. Cascade Locks Spelling Bee on television
3. Book reading contest in cooperation with Library
4. Trail Relay at Port trails
5. Skate Board Contest
6. Cascade Locks Kids Fishing Derby
7. Robotics Fair and competition
8. Halloween Event
9. Easter Egg Hunt
10. Christmas tree event

C. Youth Job Center: Provide for local citizens to call Recreation and hire a youth to do odd jobs in exchange for a donation to both the youth and the program.

3. Publicity: This new program effort would require significant publicity, the development of a "Kids Club" Card and explanatory information to share with local businesses, churches and service clubs encouraging them to make donations.

4. Significant program changes over past years: In order to be successful, the City recreation employees will need to change some of what they currently do in favor of recruiting more volunteers in to run programs. City staff time would, in part, be spent on organizing, promoting and planning events with others in the community.

5. Proposed Annualized Program: The attached program summary sheets outline the specifics of the proposed program.

6. Benefits of this program approach: By taking this approach to the recreation program, there will be more volunteers involved, a closer relationship with local business and service groups will be created and the program could be changed to be able to operate more independently from government funding.

CASCADE LOCKS PARKS AND RECREATION PROGRAM FY 2012/13

PURPOSE: To provide organized activities for children ages 6-18, families and adults.

DAYS: Tuesdays and Thursdays.

TIME: 5-7 P.M.

BUDGET:

Employee 1: 13.34/hr (\$10 + 17.23% PERS, 7.65% SS/Medicare, .4% WBF, .4% Unemployment Tax)

Employee 2: 11.62/hr (\$10 + 7.65% SS/Medicare, .4% WBF, .4% Unemployment Tax)

REVENUE: \$2,000 State Revenue Sharing
Remaining – By Donations

STAFF: Two staff at 4 hours/week each	1 @	\$13.34 x 208 hrs	\$ 2,774.72
For Tuesday/Thursday Night ONLY	1 @	\$11.62 x 208 hrs	\$ 2,416.96
<u>VOLUNTEERS:</u> 2 volunteers @ \$0			\$ 0.00
Total Net Cost			\$ 5,191.68

Summer Program: June 19-August 30 (11 Weeks)

JUNE ACTIVITIES:

<u>ACTIVITIES:</u>	<u>LOCATION:</u>	<u>DESCRIPTION:</u>	<u>DAY&TIME:</u>
Recreation night	City Hall	B.Ball. games, etc.	6-19-12*5-7pm
Recreation night	City Hall	B. Ball, games, etc.	6-21-12*5-7pm
Special Event	Pavilion	Dance for all ages	6-22-12*7-9p.m
		\$3.00 each	
Special Event	Marine Pk.	Cake/prize walk	6-23-12*12-3pm
Recreation night	City Hall	B.Ball, etc.	6-26-12*5-7pm
Recreation night	City Hall	B.Ball, etc.	6-28-12*5-7pm

JULY ACTIVITIES:

Recreation night	City Hall	B.Ball, etc.	7-3-12*5-7 pm
Seniors	Karen's House	Potluck Dinner	7-4-12*6-8 pm
Recreation night	City Hall	B.Ball & Circus	7-5-12*5-7 pm
Recreation night	City Hall	B.ball, etc.	7-10-12*5-7pm
Seniors	Hood River	Dinner at Ho Ho's	7-11-12*5-8pm
Recreation night	City Hall	Tie-dye, etc.	7-12-12*5-7pm
Recreation night	City Hall	B.ball, etc.	7-17-12*5-7pm
Seniors	Hood River	Dine@Crazy Pepper	7-18-12*5-8pm
Recreation night	City Hall	B.ball, Reptile Show	7-19-12*5-7pm
Recreation night	City Hall	B.ball, etc.	7-24-12*5-7pm
Seniors	Stevenson	Dine@Big River Grill	7-25-12*5-7pm
Recreation night	School field	Soft ball game	7-26-12*5-7pm
Recreation night	City Hall	B.ball, etc.	7-31-12*5-7pm

AUGUST ACTIVITIES:

Recreation night City Hall
National Night Out Pavilion

Recreation night School Field
Recreation night City Hall
Recreation night City Hall
Recreation night City Hall
Recreation night School Field
Recreation night City Hall
Recreation night City Hall

B.ball, Fire & Ice Show 8-2-12*5-7pm
Potluck dinner, hot dogs 8-7-12*6-8pm
provided Program &prizes.

Soft ball game 8-8-12*5-7pm
B.ball, etc. 8-14-12*5-7pm
B.ball, arts&crafts 8-16-12*5-7pm
B.ball, etc. 8-21-12*5-7pm
Soccer/volleyball 8-23-12*5-7pm
B.ball, etc. 8-28-12*5-7pm
B.ball, arts&crafts 8-30-12*5-7pm

CASCADE LOCKS PARKS AND RECREATION FOR FALL 2012:
 SEPTEMBER:

ACTIVITIES:	LOCATION:	DESCRIPTION:	DAY & TIME:
Recreation Night	City Hall	Basketball, etc.	9-4-12*5-7 pm
Recreation Night	City Hall	Basketball, etc.	9-6-12*5-7 pm
Recreation Night	City Hall	B.ball, ice cream	9-11-12*5-7pm
Recreation Night	City Hall	Basketball, etc.	9-13-12*5-7pm
Recreation Night	City Hall	Basketball, etc.	9-18-12*5-7pm
Recreation Night	City Hall	Basketball, etc.	9-20-12*5-7pm
Recreation Night	City Hall	Basketball, etc.	9-25-12*5-7pm
Recreation Night	City Hall	Basketball, etc.	9-27-12*5-7pm

OCTOBER ACTIVITIES:

Recreation Night	City Hall	Basketball, etc.	10-2-12*5-7pm
Recreation Night	City Hall	Basketball, etc.	10-4-12*5-7pm
Recreation Night	City Hall	Basketball, etc.	10-9-12*5-7pm
Recreation Night	City Hall	Basketball, etc.	10-11-12*5-7pm
Recreation Night	City Hall	Basketball, etc.	10-16-12*5-7pm
Recreation Night	City Hall	Basketball, etc.	10-18-12*5-7pm
Recreation Night	City Hall	Basketball, etc.	10-23-12*5-7pm
Recreation Night	City Hall	Basketball, etc.	10-25-12*5-7pm
Recreation Night	City Hall	Basketball and Decorate gym	10-30-12*5-7pm
Halloween	City Hall	Carnival prizes	10-31-12*5-7pm

NOVEMBER ACTIVITIES:

Recreation Night	City Hall	Basketball, etc.	11-1-12*5-7pm
Recreation Night	City Hall	Basketball, etc.	11-6-12*5-7pm
Recreation Night	City Hall	Basketball, etc.	11-8-12*5-7pm
Recreation Night	City Hall	Basketball, etc.	11-13-12*5-7pm
Recreation Night	City Hall	Basketball, etc.	11-15-12*5-7pm
Recreation Night	City Hall	Basketball, etc.	11-20-12*5-7pm
Recreation Night	City Hall	Basketball, etc.	11-27-12*5-7pm
Recreation Night	City Hall	Basketball, etc.	11-29-12*5-7pm

CASCADE LOCKS PARKS AND RECREATION FOR WINTER 2012/13
 DECEMBER ACTIVITIES:

Festival of Lights	City Hall	Santa Pictures	12-2-12*5-6:30
Recreation Night	City Hall	Basketball, etc.	12-4-12*5-7pm
Recreation Night	City Hall	Basketball, movie	12-6-12*5-7pm
Recreation Night	City Hall	Basketball, etc.	12-11-12*5-7pm
Recreation Night	City Hall	Basketball, crafts	12-13-12*5-7pm
Recreation Night	City Hall	Basketball, crafts	12-18-12*5-7pm
Recreation Night	City Hall	Basketball, crafts	12-20-12*5-7pm
Recreation Night	City Hall	Basketball/ party	12-27-12*5-7pm

JANUARY ACTIVITIES:

Recreation Night	City Hall	Basketball, etc.	1-3-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	1-8-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	1-10-13*5-7pm
Recreation Night	City Hall	Basketball, movie	1-15-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	1-17-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	1-22-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	1-24-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	1-29-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	1-31-13*5-7 pm

FEBRUARY ACTIVITIES:

Recreation Night	City Hall	Basketball, etc.	2-5-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	2-7-13*5-7 pm
Recreation Night	City Hall	Basketball, etc.	2-12-13*5-7pm
Recreation Night	City Hall	Crafts, Karaoke	2-14-12*5-7pm
Recreation Night	City Hall	Basketball, etc.	2-19-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	2-21-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	2-26-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	2-28-13*5-7pm

CASCADE LOCKS PARKS AND RECREATION SPRING ACTIVITIES:
MARCH ACTIVITIES:

Recreation Night	City Hall	Basketball, etc.	3-5-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	3-7-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	3-12-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	3-14-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	3-19-13*5-7pm
Recreation Night	City Hall	Spring Fling	3-21-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	3-26-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	3-28-13*5-7pm

APRIL ACTIVITIES:

Recreation Night	City Hall	Basketball, tricks	4-2-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	4-4-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	4-9-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	4-11-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	4-16-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	4-18-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	4-23-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	4-25-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	4-30-13*5-8pm

MAY ACTIVITIES:

Recreation Night	City Hall	Ball, make & deliver bouquets	5-2-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	5-7-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	5-9-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	5-14-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	5-16-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	5-21-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	5-23-13*5-7pm
Recreation Night	City Hall	Ball & ice cream	5-28-13*5-7pm
Recreation Night	City Hall	Basketball, etc.	5-30-13*5-7pm

STAFF REPORT

Date Prepared: 6/18/12

For City Council Meeting on: 6/25/12

TO: Honorable Mayor and City Council

PREPARED BY: Marianne Bump, Finance Officer *MB*

APPROVED BY: Paul Koch, Interim City Administrator *PK*

SUBJECT: Authorizing budget appropriations & expenditures from various funds for fiscal year ending June 30, 2012.

SYNOPSIS: During the adopted budget year certain funds may experience expenditures above approved category limits. Oregon Budget Law recognizes these events and allows for transferring of fund between approved category limits.

CITY COUNCIL OPTIONS:

1. Approve Resolution No. 1242 as presented.
2. Establish other direction for staff to proceed
3. Take no action

RECOMMENDATION: The City Council, by motion, approve Resolution No. 1242 authorizing the transfer of funds between categories of various funds, making appropriations and authorizing expenditures for the fiscal year ending June 30, 2012.

Legal Review and Opinion: N/A

Financial review and status: For various reasons funds and budget limits within various categories will/have exceed budgeted limits for the Fiscal Year ending June 30, 2012. The reallocation is necessary for Oregon Budget Law compliance.

BACKGROUND INFORMATION:

1. This is a reallocation of resources that can occur each year to correct the current budget before June 30, 2012.

RESOLUTION NO. 1242

A RESOLUTION AUTHORIZING TRANSFER OF FUNDS BETWEEN CATEGORIES OF VARIOUS FUNDS, MAKING APPROPRIATIONS AND AUTHORIZING EXPENDITURES FOR THE FISCAL YEAR ENDING JUNE 30, 2012.

WHEREAS, during the adopted budget year certain funds may experience expenditures above approved category limits; and

WHEREAS, Oregon Budget Law recognizes these events and allows for transferring of funds between approved category limits; and

WHEREAS, for various reasons the following funds and the budgeted limits within various categories have been exceeded in the Fiscal Year ending June 30, 2012; and

WHEREAS, the above reallocation of resources is necessary to correct the FY11/12 Budget;

NOW, THEREFORE, BE IT RESOLVED THAT THE FOLLOWING TRANSFERS OF FUNDS BETWEEN BUDGETED CATEGORIES ARE AUTHORIZED;

Section 1. Authorizing Budget Transfers.

<u>FUND OR DEPT.</u>	<u>BUDGETED</u>	<u>RESOURCES NEEDED</u>	<u>REALLOCATED</u>
<u>GENERAL FUND (Property)</u>			
transferred from Planning Personnel	52,411	38,411	-14,000
transferred to Property Personnel	38,550	52,550	+14,000
<u>EMERGENCY SERVICES FUND</u>			
transferred from EMS Personnel	59,244	49,144	-10,100
transferred to EMS Materials & Supplies	131,652	141,652	+10,000
transferred to Inter-fund Transfers	2,459	2,549	+100
<u>CEMETERY</u>			
transferred from Cemetery Materials & Services	3,475	2,475	-1,000
transferred to Cemetery Personnel Services	3,000	4,000	+1,000
<u>WATER FUND</u>			
transferred from Materials & Services	94,488	93,388	-1,000
transferred to Inter-fund Transfers	25,500	26,500	+1,000
<u>LIGHT FUND</u>			
transferred from South Bank Personnel	253,818	233,818	-20,000
transferred to Light Personnel	268,252	288,252	+20,000

Section 2. Expiration. This resolution shall remain in effect until completion and acceptance of the annual Audit for Fiscal Year 11/12.

Adopted by the City Council this 25th day of June, 2012.

Approved by the Mayor this 25th day of June, 2012.

Mayor

ATTEST:

City Recorder

STAFF REPORT

Date Prepared: 6/18/12

For City Council Meeting on: 6/25/12

TO: Honorable Mayor and City Council

PREPARED BY: Marianne Bump, Finance Officer *MB*

APPROVED BY: Paul Koch, Interim City Administrator *PK*

SUBJECT: Authorize an inter-fund loan from the General Fund portion of the Capital Reserve to the EMS Fund for the purpose of bringing the estimated fund balance deficit to zero for FYE 2011-2012.

SYNOPSIS: The EMS Fund balance is currently in a deficit situation and the City is striving to correct this problem in the 2012-2013 budget. The no interest loan would be for \$45,000 and would be scheduled for repayment in November 2012.

CITY COUNCIL OPTIONS:

1. Approve Resolution No. 1243 as presented.
2. Establish other direction for staff to proceed
3. Take no action

RECOMMENDATION: The City Council, by motion, approve Resolution No. 1243 authorizing the inter-fund loan from the General Fund Capital Reserve to the EMS fund for the purpose of bringing the estimated fund balance deficit to zero.

Legal Review and Opinion: N/A

Financial review and status: This should correct the EMS Fund balance deficit for FYE 2011-2012.

BACKGROUND INFORMATION:

1. The EMS Fund balance has been in a deficit status for the last two years. Council has taken steps to avoid this situation in the future.

RESOLUTION NO. 1243

A RESOLUTION AUTHORIZING THE INTER-FUND LOAN FROM THE GENERAL FUND PORTION OF THE CAPITAL RESERVE FUND IN THE AMOUNT OF \$45,000 TO THE EMERGENCY SERVICES FUND FOR THE PURPOSE OF BRINGING THE ESTIMATED FUND BALANCE DEFICIT TO ZERO. THE REPAYMENT FOR THIS LOAN WILL BE MADE IN FULL IN NOVEMBER 2012 AT ZERO PERCENT INTEREST.

WHEREAS, the EMS Fund balance is currently in a deficit situation and the City is striving to correct this problem in the 2012-2013 budget; and

WHEREAS, ORS 294.468 allows cities to make interfund loans for the purpose of operating; and

WHEREAS, the loan must be repaid by the end of the ensuing year or ensuing budget period from which the money was borrowed or if not paid within that budget year must be budgeted as a requirement in the next budget period;

WHEREAS, the amount of this no interest loan is \$45,000 and will be paid back to the General Fund Capital Reserve in November 2012;

THE COMMON COUNCIL FOR THE CITY OF CASCADE LOCKS, HOOD RIVER COUNTY, OREGON, RESOLVES AS FOLLOWS:

SECTION 1. Authorization of Interfund Loan. The City Council hereby authorizes an inter-fund loan from the General Fund portion of the Capital Reserve to the EMS Fund and authorizes the appropriation in the amount of \$45,000 for the purpose of bringing the estimated fund balance deficit to zero.

SECTION 2. Repayment of Interfund Loan. The EMS Fund shall repay the General Fund portion of the Capital Reserve Fund in the amount of \$45,000 without interest in November 2012.

SECTION 3. Effective Date. This resolution shall become effective upon adoption by the City Council and approval by the Mayor.

SECTION 4. Expiration. This resolution shall remain in effect until completion and approval of the audit of the fiscal year in which the final payment is made to repay this loan.

ADOPTED by the City Council this **25th** day of **June**, 2012.

APPROVED by the Mayor this **25th** day of **June**, 2012.

ATTEST:

Mayor

City Recorder

STAFF REPORT

Date Prepared: 6/5/12

For City Council Meeting on: June 25, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Shirelle Price, Accounting Clerk *SP*

APPROVED BY: Paul Koch, ICA *PK*

SUBJECT: Request for Proposal for Transient Room Tax (TRT) Audits.

SYNOPSIS: The City currently operates under Ordinance 320 which allows for the periodic audits of any person required to file a return or pay a transient occupancy tax. This RFP will solicit proposals of an outside firm, other than City Staff, to conduct these audits. The proposed RFP allows approximately two audits (depending on cost) as does the proposed budget for FY 2012/13.

CITY COUNCIL OPTIONS:

1. Approve the proposed RFP for TRT Audits.
2. Take No Action
3. Provide Other Direction for Staff

RECOMMENDATION: That City Council, by motion, approve the proposed RFP for TRT Audits and authorize staff to proceed with obtaining quotes and selecting a firm to complete the audits during the course of the next fiscal year.

Legal Review and Opinion: The City's attorney has reviewed the RFP. In his opinion it is fine to proceed.

Financial review and status: The proposed budget includes funding for approximately two audits depending on cost. The estimated cost per audit is \$2,000. The total budgeted amount for FY 2012/13 is \$4,000; \$2,800 (70%) of this funding is from the General Fund and \$1,200 (30%) is funded from the Tourism Fund.

BACKGROUND INFORMATION:

The City's Auditor has recommended the TRT be audited. Historically, TRT audits have been performed by City Staff. Many small communities have an outside firm conduct their audits. The RFP is attached for your review.



City of Cascade Locks
PO Box 308 140 SW WaNaPa St.
Cascade Locks, OR 97014

(541) 374-8484

Fax:(541) 374-8752

TTY 711

REQUEST FOR PROPOSALS
for
TRANSIENT ROOM TAX AUDITS

The City of Cascade Locks is requesting proposals to perform for the City audits on a selection of lodging establishments who are required to collect the City's Transient Room Tax. The quote will be per audit of a single operator, with up to three (3) operators to be audited before June 30, 2013. The actual number of operators who will be audited will be determined by the City. The services to be provided as described in the submitted proposals shall use the process described below; or the proposals shall include a description of a process which is comparable to the process described below.

1. Audits shall be performed and determinations of compliance shall be in accordance with City Ordinance No. 320, as amended. This Ordinance can be found on the City's website at www.cascade-locks.or.us under Government/Ordinances/6 Business.
2. Obtain income statements and tax returns for the years ended December 31, 2010 and 2011. Reconcile reported revenues to amounts reported on the monthly Transient Room Tax reports submitted to the City.
3. Calculate the total tax due from the establishment for each year and reconcile with payments received for that year.
4. Select a sample of exempted sales reported on monthly report to reconcile to supporting documentation of each exempt sale during that period.
5. Select two months from 2010, two months from 2011, and one month from 2012 for detail testing. For each month selected, reconcile the gross rental fees collected per the daily sales logs to the monthly reports.
6. For each month selected above, trace the daily sales reported to the records of bank deposits.
7. A written report detailing the results of each audit will be submitted to the City Finance Officer after each audit.

Please include the following information with your proposal:

1. Price per lodging establishment audit.
2. Prior experience of individual(s) proposing to do the audits with audits of this type.
3. Contact information of references for which similar audits have been performed.
4. Estimate of time required to perform each audit.
5. Timeline of availability to conduct these audits.

Consideration and selection of a firm to conduct these audits will be based upon all of the criteria listed above. The proposal selected for award shall be the proposal determined to be in the best interest of the City, based upon an evaluation of the price and other criteria listed above. The City reserves the right to reject any or all quotes.

Please submit written proposals to the City of Cascade Locks PO Box 308, Cascade Locks, OR 97014 by 4:00PM on Monday, July 30, 2012.

Public Notice Ad for Hood River News:

REQUEST FOR PROPOSALS

The City of Cascade Locks is requesting proposals to have audits performed on a selection of lodging establishments who are required to collect the City's Transient Room Tax. The quote will be per audit of a single operator, with up to three (3) operators to be audited before June 30, 2013. Full RFP specifications can be found at the City website at www.cascade-locks.or.us or call the City Hall at 541-374-8484. Deadline for quotes is 4:00 PM, Monday, July 30, 2012.