

CITY of CASCADE LOCKS *AGENDA*

CITY COUNCIL MEETING, Monday, August 13, 2012, 7:00 PM, CITY HALL

Purpose: The City Council meets twice a month to conduct city business, make decisions and set policy and direction for the city organization and community.

1. **Call to Order/Pledge of Allegiance/Roll Call.**
2. **Additions or amendments to the Agenda.** (The Mayor or Presiding Officer may add items to the agenda after it is printed and distributed only when required by business necessity and only after an explanation has been given. The addition of agenda items after the agenda has been printed is otherwise discouraged).
3. **Adoption of Consent Agenda.** (Consent Agenda may be approved in its entirety in a single motion. Items are considered to be routine. Any Councilor may make a motion to remove any item from the Consent Agenda for individual discussion.)
 - a. **Approval of Minutes of July 23, 2012 Council Meeting.**
 - b. **Ratification of the Bills in the Amount of \$114,951.02.**
4. **Public Hearings.**
5. **Action Items:**
 - a. **Approval of Intergovernmental Agreement with Port of Cascade Locks for Operation of Cascade Locks Historical Museum.**
 - b. **Authorization to Enter into Contracts with Anderson Perry Engineers for Waste Water Master Plan Update and Tenneson Engineering for Water System Master Plan Update.**
 - c. **Authorization to Hire Firm for TRT Audit.**
 - d. **Authorization to Change Company for Collections and Approve Resolution No. 1247 Adopting a Fee Schedule for Services Related to Operations of the Electrical System; and Repealing Resolution No. 1156.**
 - e. **Approval of Probationary Fire Department Volunteer Jordan Osbourn.**
 - f. **Approval of Amendment to Interim City Administrator Paul Koch's Contract.**
6. **Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community.** (Comments on matters not on the agenda or previously discussed)
7. **Reports and Presentations.**
 - a. **Microphone and Camera Options for Council Chambers.**
 - b. **Proposal for Hydrology Study.**
 - c. **ICA Koch Report (handout).**
8. **Mayor and City Council Comments.**
9. **Other matters.**
10. **Executive Session as may be required.**
11. **Adjournment.**

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

1. **Call to Order/Pledge of Allegiance/Roll Call:** Mayor Masters called the meeting to order at 7:06 PM. CM's Cramblett, Holmstrom, Helfrich, Lewis, Lorang, Storm, and Mayor Masters were present. Also present were City Recorder Kathy Woosley, City Attorney Ruben Cleaveland, Rob Brostoff, Peter Cornelius, Cindilee Baseman, Gyda Haight, Karen Peck, Michael Coad, Carl Zerfing, Virginia and Bruce Fitzpatrick, Martha LaMont, Katelin Stuart, Ray Cless, and Camera Operator Betty Rush.
2. **Additions or amendments to the Agenda:** Mayor Masters said ICA Koch was absent due to food poisoning and he would be giving the City Administrator's report. CM Helfrich asked if agenda item 5.e. could be moved to the top of the action items.
3. **Adoption of Consent Agenda:**
 - a. **Approval of Minutes of July 9, 2012 Council Meeting.**
 - b. **Approval of Minutes of June 7, 2012 Joint City/Port Meeting.**
 - c. **Ratification of the Bills in the Amount of \$ 158,531.16.**
 - d. **Approval of contract amendment with Sosnkowski & Cleaveland.**

Mayor Masters read the list of items on the Consent Agenda. **Motion:** CM Lorang moved, seconded by CM Helfrich, to approve the consent agenda. The motion was passed unanimously by CM's Cramblett, Holmstrom, Helfrich, Lewis, Lorang, Storm, and Mayor Masters.

4. **Public Hearings: 7pm-Vacation of a Portion of Hassalo Street.** Mayor Masters opened the public hearing at 7:09 PM. Michael Coad explained a change in the abutting property owners to include Carl Zerfing. He said the property description would remain the same as that is the vacated portion. He cited an additional reason to allow the vacation and described city property that is not maintained could propose a risk for the City.

Mayor Masters asked for additional testimony and hearing none he closed the hearing at 7:16 PM.

5. **Action Items:**

- e. **Approval of Ordinance No. 418 Vacating a Portion of Hassalo St. and Providing for the Vesting of Title (This item moved to the top of action items).** City Attorney Cleaveland reminded Council of the criteria in which they were to make their determination. Mayor Masters asked about the utility easement. City Attorney Cleaveland said the easement is not being vacated and that it would remain. Mr. Coad said subject to final vesting an easement would be submitted for approval. He reiterated that the land description would not change but the plat map would be changed showing the reallocation of land to the three abutting property owners.

Mayor Masters asked City Attorney Cleaveland to prepare a clarifying memo for Council regarding the utility easement for the second reading of the ordinance at the next meeting.

Motion: CM Lorang moved, seconded by CM Lewis, to approve Ordinance No. 418 vacating a portion of Hassalo Street and to proceed with the first reading. City Attorney Cleaveland read Ordinance No. 418 by title only.

- a. **Approval of Letter of Support for Signing of the Historic Highway. Motion:** CM Lorang moved, seconded by CM Holmstrom, to approve the letter of support. The motion passed unanimously by CM's Cramblett, Holmstrom, Helfrich, Lewis, Lorang, Storm, and Mayor Masters.

- b. **Approval of Resolution No. 1245 Calling an Election to Submit to City Voters a Charter Amendment to Clarify Charter Language Regarding Legislative Actions.** City Attorney Cleaveland explained this would be a referral to the voters and includes ballot language. **Motion:** CM Lorang moved, seconded by CM Storm, to approve Resolution No. 1245.

CM Cramblett said there is no need for this resolution as rates can be raised. He said we know that when BPA increases rates or when the television rates increase we can pass on to our customers. He said rates are not considered to be charges or taxes. He said we increase the rates for garbage and no one has challenged that. Mr. Cramblett said we pass a resolution when we want to change something. He said we have always understood what the charter amendment meant but now just want to change it. Mr. Cramblett explained that the Council has increased rates and now want to put this out for a vote. He asked why the Council is wasting time on this.

Mayor Masters explained that the garbage service is a franchise and pays a franchise fee as this is a business collecting garbage from the businesses and residents of Cascade Locks. He said there is a difference in a franchise and a city utility. He said he supported this and it was advised by legal counsel.

The motion passed with CM's Holmstrom, Helfrich, Lewis, Lorang, Storm, and Mayor Masters voting in favor. CM Cramblett opposed.

c. Approval of Resolution No. 1246 To Submit to City Voters an Ordinance to Create a Fire and Emergency Service Department Fee on Property Served by the City of Cascade Locks Electric Utility to Assist in Covering the Costs Associated with Providing Fire and Emergency Services to Residents and Businesses Served; and Repealing Ordinance No. 374. City Attorney Cleaveland said this would also be a referral to the voters. **Motion:** CM Storm moved, seconded by CM Helfrich, to approve Resolution No. 1246 referring this matter to the voters at the election in November 2012.

CM Cramblett said he is glad this is being referred to the voters but the City wants more money. He said the City put the fee on water customers but wants more money so wants to put it on the electric meters and charge customers all the way to Bridal Veil. He said it is being said that if the citizens don't support this they aren't supporting the fire department. He said this is just another opportunity to get more money and drop it down a hole. Mr. Cramblett said the issue is how the City administrates and manages money. He said the money will disappear and the services won't be given. He said the City is setting themselves up for a lawsuit by charging customers a fee for a service that they don't receive. CM Lewis said any revenue generated for the fire and ambulance is not being dumped in a hole. He said each participant would be paying less if the fee was put on the electric meter. CM Helfrich said Council has listened to the experts and taking their advice, moving forward, and letting the people decide.

CM Cramblett said he has seen an Interim City Administrator doing what he is supposed to be doing but not sure he's seen Council doing the right thing. CM Helfrich said there were no other ideas given as to what should happen.

Mayor Masters asked if electricity is provided to Bridal Veil. CR Woosley stated it was. She explained that rural fire contracts were mailed to down river customers and they have the option of having fire service provided by Cascade Locks. CM Cramblett said he thought Bridal Veil was covered for fire by Multnomah County. Mayor Masters said he would get a copy of the service area map.

Mayor Masters said there are probably citizens in the community that think the fire department is a hole but feels that there are a majority of citizens that would like to have response to fire and ambulance calls and don't look at the fire department as a hole. He said people that recognize the need for this service are probably looking at this as a way to keep this service in Cascade Locks.

CM Cramblett said this is the way politics go. He said the fire department has been going down the hole for quite some time and is still going down. He said he doesn't blame the volunteers. He said Council hasn't managed the employees and has not managed their money. Mayor Masters said citizens that want to keep the emergency services from going down the tube like it did last year can support this and if not then don't support it and it will continue to go down the tube. He said Council has built this department up by following

the advice of regional experts. He said there is a good plan in place and good people in place. He said it is time for Council to step and keep it from going down the tube. Mayor Masters said he believed the community would support this.

The motion was passed with CM's Holmstrom, Helfrich, Lewis, Lorang, Storm, and Mayor Masters voting in favor. CM Cramblett opposed.

d. Approval of 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. 409. Mayor Masters said this would be the second reading of this ordinance. City Attorney Cleaveland gave the second reading of Ordinance No. 417 and explained the change in the ordinance. CM's Cramblett, Holmstrom, Helfrich, Lewis, Lorang, Storm, and Mayor Masters voted unanimously to approve Ordinance No. 417.

Mayor Masters said there is also a need to pass the payment arrangement policy. **Motion:** CM Holmstrom moved, seconded by CM Lewis, to approve the payment arrangement program. The motion was passed unanimously by CM's Cramblett, Holmstrom, Helfrich, Lewis, Lorang, Storm, and Mayor Masters.

6. Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community: Mr. Brostoff asked Council to consider passing a resolution against coal trains coming through the gorge to transport coal to Asia. He urged Council and citizens to contact the governor.

Mrs. Haight said there were 172 participants with families for the North American Taser Races. She said the investment of \$8,000 given to CGRA is providing 50 days of events. She said the businesses have exploded due to this event. She said the Volkswalk participants are here for four days and given \$4,000 but the value in the \$8,000 is there due to the great job in marketing. Mrs. Haight said the local motels were booked and some sailors also stayed at the Skamania Lodge. She said the selling of swags at Christmas time provides scholarships for the youth. She read some letters from youth that received scholarships.

Mrs. Peck reported on Parks and Recreation activities. She said National Night Out will be on August 7th from 6:00 PM - 8:00 PM in the pavilion and this year would be the 13th annual event.

Mrs. LaMont reported on the future home of the Fish Food Bank in Hood River. She reported on the recent contributions to the Cascade Locks site.

Ms. Stuart said there were incorrect statements made at the last council meeting and gave Council a copy of statements made with corrections. She also gave Council a copy of a preliminary analysis of economic issues for the proposed Nestlé bottled water facility in Cascade Locks that was prepared for Food & Water Watch by Kristen A. Sheeran and Feng Zhou in October 2011.

Ms. Stuart said Council is saying the citizens can either support the Fire Department by voting for the resolutions or you don't support the Fire Department by not voting for the resolutions. She said the reality is citizens may like the Fire Department but can't afford \$9.00 extra per month. She said another option is an increase of \$5.00 as recommended by the Public Safety Task Force. Ms. Stuart said until we can get past this part of the conversation we aren't going to get anywhere in this community.

Mr. Cornelius said there are no positives related to the shipping of coal through the gorge. He said there are a number of cities that have passed resolutions against coal coming through the gorge. Mr. Cornelius gave Council a copy of a resolution and gave the website with other samples of resolutions. He urged Council to consider passing a resolution against coal trains coming through the gorge and include the request for an area wide environmental impact statement.

7. Reports and Presentations:

a. Discussion of City Administrator Process and Extension of Paul Koch Contract. Mayor Masters said 33 applications were reviewed and narrowed down to 5 for telephone interviews. He said ICA Koch is willing to continue his employment until March 2013 with a 30 day termination clause. CM Holmstrom said he appreciated ICA Koch's flexibility. Consensus of the Council was to continue with the telephone interviews with a report back to Council and direct City Attorney Cleaveland to prepare an amendment to ICA Koch's contract.

b. ICA Koch Staff Report (handout). Mayor Masters reported on the failure of the water system telemetry. He said this has caused a situation where Council has to move quickly to get it replaced. He said this has been budgeted for but over ICA Koch's spending authority. The request is for Council to approve this be repaired with approval of the expense at a future meeting. There was consensus of Council to make it a priority for the system to work appropriately, stay within the budget for the repair, and if not possible to approve the expenditure at a Council meeting before then approval of the expenditure at a Council meeting after the purchase.

Mayor Masters reported on a SAFER grants program. He said this program would fund staffing of one person for two years for fire departments. He said there is no cost to the City. Mayor Masters said the grant opened up on July 16th and will close on August 10th.

CM Cramblett said he would like more time to review the information. He said Jess Zerfing talked about this months ago and now the Council is being pressed to do it. He said it looks like a good deal.

There was consensus of Council to have Devon Wells write the grant for the City.

Mayor Masters said there was an internal investigation on the budget process and no violations were found. He said ICA Koch will give a more detailed report at a future meeting.

Mayor Masters gave a list of upcoming meetings and reported on the upcoming electric outages. CR Woosley explained that information would be included with the next utility bills.

8. Mayor and City Council Comments: CM Helfrich said it is good to hear of the success of the sailing program. He said there has been speculation that Council doesn't want to fund CGRA. He said this Council supports the sailing program. He said the Tourism Committee has done a great job with advertising and getting information out.

CM Holmstrom said the sailing event was a big event with several flags flying from other countries. He said the Hood River County fair is this week and Cascade Locks has always been a huge 4-H participant. He said he would like to see the coal train issue come before the Council.

CM Lorang said it was great to see all the activity in town and looking forward to upcoming sailing events.

CM Lewis asked about the progress with gorge.net regarding a public/private relationship for CATV and broadband. Mayor Masters said he was hoping to set up a workshop with gorge.net.

CM Storm said the parking lots were filled with the sailing event. He said there were rowers and sailors on the river.

CM Cramblett said the sailing in Cascade Locks is huge and thanked the Sullenger's and Haight's for their work with the Thursday nights free sailing program. He said the sailors are supporting our businesses as evidenced in the garbage.

Mayor Masters reported that a group is slated to appear in Cascade Locks for a "Run against Nestlé". He said there is a group of people in town planning a response to them. He said this group will be getting together

tomorrow night to make signs that give opinions on economic development, bottled water, or a bottled water plant locating here. CM Lorang said Jess Groves could be contacted for more information.

Mayor Masters gave an update on the court case in Michigan.

Mayor Masters said there was a general impression several years ago that Nestlé was very aggressive but that has changed over the last ten years. He said the impression is now that Nestlé is concerned about win/win situations for communities and have cooperative agreements.

Mayor Masters said the City of Portland recently issued a boiled water alert for the west side and people that weren't drinking water from the tap were drinking bottled water. He asked for consensus from Council for the City of Cascade Locks to develop an emergency plan that establishes the priorities of Cascade Locks if there were a water shortage or water emergency. He said it would be important to establish the health and welfare as the priority for water. He said people having access to drinking water would be the priority and not a business having priority. There was consensus of Council.

Mayor Masters said he met with some of the CGRA volunteers and sailboat racers. He said this was an event where 70 signed up but more than double showed up to race. He said they were excited to be here. He said CGRA is growing and proud that Cascade Locks is a town of friendly people where CGRA and sailors fit in. He said this is a great partnership. He said CGRA has asked what they can do to support economic development in Cascade Locks and what they could do to support Nestlé in our community.

Mayor Masters said he found out that sailors train by mountain biking. He said maybe the development of a triathlon could be an event in Cascade Locks. He said there has been some discussion about combining Sternwheeler Days with a festival to celebrate sailing and further this identity of sailing.

Mayor Masters said he thinks there are a lot of reasons why shipping coal through the gorge is a bad idea but also trying to fight against outside interest groups and becoming one of the outsiders is hard for him. He said he didn't want to raise his kids breathing coal dust but wants Cascade Locks to focus on Cascade Locks. He said if there is going to be a resolution he would like to consider a way to stay positive instead of saying, "Don't do it." He said he wants to try to avoid being the group telling someone else somewhere else to not do something.

9. **Other matters:** None.

10. **Executive Session as may be required:** None.

11. **Adjournment: Motion:** CM Helfrich moved, seconded by CM Lewis, to adjourn. The motion was passed unanimously by CM's Cramblett, Holmstrom, Helfrich, Lewis, Lorang, Storm, and Mayor Masters. The meeting was adjourned at 9:14 PM.

Prepared by
Kathy Woosley, City Recorder

APPROVED:

Lance Masters, Mayor



BLANKET VOUCHER APPROVAL

PAGE NO.

1

=====

DEPARTMENT: CITY OF CASCADE LOCKS
COVER SHEET AND SUMMARY

=====

DATE:	DESCRIPTION:	AMOUNT:
7/27/2012	Gross Payroll	\$ 31,897.56
7/31/2012	End of Month AP	\$ 83,053.46

GRAND TOTAL \$ 114,951.02

=====

APPROVAL:

Mayor

Report Criteria:
Report type: GL detail

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
2646	07/12	07/31/2012	20	15348	ADDYLAB	Water Sample Testing	2140562150	45.00
Total 2646:								45.00
2647	07/12	07/31/2012	30	00165493	ADVANCED HYDRAULIC SUPPLY LLC	Hose, fittings	0340562560	136.55
2647	07/12	07/31/2012	30	00165493	ADVANCED HYDRAULIC SUPPLY LLC	Hose, fittings	5140562201	53.31
2647	07/12	07/31/2012	30	00165964	ADVANCED HYDRAULIC SUPPLY LLC	Hose	5140562201	29.93
Total 2647:								219.79
2648	07/12	07/31/2012	40	10106797	AIRGAS	Cylinder Rental	0540562351	15.24
Total 2648:								15.24
2649	07/12	07/31/2012	200	872423337X	AT&T MOBILITY	Fire Cell	0540562050	17.57
Total 2649:								17.57
2650	07/12	07/31/2012	310	445-1041	Belo Management Services Inc.	Programming	4140562740	81.20
Total 2650:								81.20
2651	07/12	07/31/2012	540	063012	C.L. HISTORICAL MUSEUM	Reimburse for Donations	1640562870	320.56
Total 2651:								320.56
2652	07/12	07/31/2012	790	105842	CASE POWER AND EQUIPMENT, LLC	PARTS	5140562201	521.32
2652	07/12	07/31/2012	790	105842	CASE POWER AND EQUIPMENT, LLC	PARTS	5140562201	521.33
Total 2652:								1,042.65
2653	07/12	07/31/2012	790	313230273 7	CENTURYLINK	Fire Department Phones	0540562050	120.94
2653	07/12	07/31/2012	790	313401451 7	CENTURYLINK	WWTP Phones	3140562050	115.14
2653	07/12	07/31/2012	790	313470082 7	CENTURYLINK	City Hall Phones	0140162050	122.61
2653	07/12	07/31/2012	790	313470082 7	CENTURYLINK	City Hall Phones	2142162050	163.87
2653	07/12	07/31/2012	790	313470082 7	CENTURYLINK	City Hall Phones	3142162050	90.07
2653	07/12	07/31/2012	790	313470082 7	CENTURYLINK	City Hall Phones	4142162050	65.66

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
2653	07/12	07/31/2012	790	313470082 7	CENTURYLINK	City Hall Phones	5142162050	138.98
2653	07/12	07/31/2012	790	313785538 7	CENTURYLINK	Sewer	2140562050	230.55
2653	07/12	07/31/2012	790	313889134 7	CENTURYLINK	Emergency After Hours	5140562050	38.50
2653	07/12	07/31/2012	790	313891134 7	CENTURYLINK	Emergency After Hours	5140682050	25.66
2653	07/12	07/31/2012	790	314228414 7	CENTURYLINK	Lift Station	3140562050	36.37
Total 2653:								1,148.25
2654	07/12	07/31/2012	800	320153997 7	CENTURYLINK COMMUNICATIONS, IN	Business Anytime	2140562050	6.87
Total 2654:								6.87
2655	07/12	07/31/2012	940	071612	CTTY OF SPRINGFIELD	Ambulance Billing Service	0540562111	266.00
Total 2655:								266.00
2656	07/12	07/31/2012	1120	A11763	COLUMBIA HARDWARE, LLC	key	2140562560	7.96
2656	07/12	07/31/2012	1120	A12410	COLUMBIA HARDWARE, LLC	flex seal	0340562560	25.96
2656	07/12	07/31/2012	1120	A12411	COLUMBIA HARDWARE, LLC	parts, cleaning supplies	0540562440	31.94
2656	07/12	07/31/2012	1120	B14183	COLUMBIA HARDWARE, LLC	foam sealant	5140562770	7.75
2656	07/12	07/31/2012	1120	B14275	COLUMBIA HARDWARE, LLC	Brass fittings	2140563432	14.64
2656	07/12	07/31/2012	1120	B14891	COLUMBIA HARDWARE, LLC	paint	5140562900	4.99
2656	07/12	07/31/2012	1120	B14974	COLUMBIA HARDWARE, LLC	chain	5140562770	19.07
Total 2656:								112.31
2657	07/12	07/31/2012	1320	10881559	DAILY JOURNAL OF COMMERCE	Audit RFP	0140162030	32.20
2657	07/12	07/31/2012	1320	10881559	DAILY JOURNAL OF COMMERCE	Audit RFP	0840562113	13.80
Total 2657:								46.00
2658	07/12	07/31/2012	1360	129122	DAVID R. CUNNINGHAM	Troubleshoot Modem	4140682570	225.00
2658	07/12	07/31/2012	1360	129124	DAVID R. CUNNINGHAM	Troubleshoot Modem	4140682570	30.00
Total 2658:								255.00
2659	07/12	07/31/2012	1480	HSRAF12-38	DEPT. OF ENVIRONMENTAL QUALITY	Transformer Spill	5140562780	370.35
Total 2659:								370.35

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
2660	07/12	07/31/2012	1590	8255-9217 71	DISH NETWORK	Programming	4140562740	400.00
Total 2660: 400.00								
2661	07/12	07/31/2012	1660	1475626	EMERGENCY MEDICAL PRODUCTS, I	Amb Supplies less credit	0540562351	905.28
2661	07/12	07/31/2012	1660	1481251	EMERGENCY MEDICAL PRODUCTS, I	Meds	0540562351	223.40
Total 2661: 1,128.68								
2662	07/12	07/31/2012	1930	1068-1015	FISHER COMMUNICATIONS INC	Programming	4140562740	150.80
Total 2662: 150.80								
2663	07/12	07/31/2012	2020	1165708	GENERAL PACIFIC INC.	special cross arms	5140563780	450.00
2663	07/12	07/31/2012	2020	1165795	GENERAL PACIFIC INC.	Street light Fixture	5140562900	396.00
Total 2663: 846.00								
2664	07/12	07/31/2012	4910	103715005D	Ginger Townsend	Refund Deposit	5121130	96.06
Total 2664: 96.06								
2665	07/12	07/31/2012	2080	1-3958259	GLOBALSTAR	Sat Phone	0540562050	59.38
Total 2665: 59.38								
2666	07/12	07/31/2012	6783	211901206	Grand Management	Refund Overpayment	9911033	10.33
2666	07/12	07/31/2012	6783	211901206	Grand Management	Refund Overpayment	9911033	20.05
2666	07/12	07/31/2012	6783	211901206	Grand Management	Refund Overpayment	9911033	16.59
Total 2666: 46.97								
2667	07/12	07/31/2012	2420	6203	HOOD RIVER CO. - FINANCE	June Deputy Service	0141962250	7,021.50
Total 2667: 7,021.50								
2668	07/12	07/31/2012	2530	7143127	HOOD RIVER GARBAGE SVC.	Drop Box Delivery	5140562110	62.86
Total 2668: 62.86								

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
2669	07/12	07/31/2012	2570	0007121003	HOOD RIVER NEWS	Public Hearing Hassalo Street Vac	0140162030	33.92
2669	07/12	07/31/2012	2570	0007121003	HOOD RIVER NEWS	Public Hearing Hassalo Street Vac	0140262030	31.68
2669	07/12	07/31/2012	2570	0007121003	HOOD RIVER NEWS	Public Hearing Hassalo Street Vac	2142162030	9.11
2669	07/12	07/31/2012	2570	0007121003	HOOD RIVER NEWS	Public Hearing Hassalo Street Vac	3142162030	7.93
2669	07/12	07/31/2012	2570	0007121003	HOOD RIVER NEWS	Public Hearing Hassalo Street Vac	4142162030	3.40
2669	07/12	07/31/2012	2570	0007121003	HOOD RIVER NEWS	Public Hearing Hassalo Street Vac	5142162030	25.96
Total 2669:								112.00
2670	07/12	07/31/2012	2590	321785	HOOD RIVER SUPPLY ASSOC.	Key	2140562560	5.97
Total 2670:								5.97
2671	07/12	07/31/2012	2970	073112	Koch Consulting, INC.	Interim CA Services	0140162093	404.75
2671	07/12	07/31/2012	2970	073112	Koch Consulting, INC.	Interim CA Services	0140262093	125.00
2671	07/12	07/31/2012	2970	073112	Koch Consulting, INC.	Interim CA Services	0340562093	125.00
2671	07/12	07/31/2012	2970	073112	Koch Consulting, INC.	Interim CA Services	0542162093	117.50
2671	07/12	07/31/2012	2970	073112	Koch Consulting, INC.	Interim CA Services	2142162093	299.00
2671	07/12	07/31/2012	2970	073112	Koch Consulting, INC.	Interim CA Services	3142162093	299.75
2671	07/12	07/31/2012	2970	073112	Koch Consulting, INC.	Interim CA Services	4142162093	207.00
2671	07/12	07/31/2012	2970	073112	Koch Consulting, INC.	Interim CA Services	5142162093	922.00
Total 2671:								2,500.00
2672	07/12	07/31/2012	3100	8399643	LIFETIME	Programing	4140562740	139.20
Total 2672:								139.20
2673	07/12	07/31/2012	6785	1026442	LockMasters USA Inc.	Locks	5140562770	270.60
2673	07/12	07/31/2012	6785	1026442	LockMasters USA Inc.	Locks	5140662770	270.60
Total 2673:								541.20
2674	07/12	07/31/2012	4910	100092502D	Marcus Gibson	Retund Deposit	5121130	128.00
Total 2674:								128.00
2675	07/12	07/31/2012	3150	071312CR	MARIANNE BUMP	Reimburse Mileage	0140162020	9.30
2675	07/12	07/31/2012	3150	071312CR	MARIANNE BUMP	Reimburse Mileage	2142162020	2.73
2675	07/12	07/31/2012	3150	071312CR	MARIANNE BUMP	Reimburse Mileage	3142162020	1.93

M = Manual Check, V = Void Check

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
2675	07/12	07/31/2012	3150	07/312CR	MARIANNE BUMP	Reimburse Mileage	4142162020	27
2675	07/12	07/31/2012	3150	07/312CR	MARIANNE BUMP	Reimburse Mileage	5142162020	7.97
Total 2675: 22.20								
2676	07/12	07/31/2012	3160	073112CR	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	0140162010	4.37
2676	07/12	07/31/2012	3160	073112CR	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	2140562020	20.00
2676	07/12	07/31/2012	3160	073112CR	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	9911015	25.00
Total 2676: 49.37								
2677	07/12	07/31/2012	3270	0006702800	MATHER & SONS PUMP SERVICE, IN	Turbine Oil	2140562560	100.00
Total 2677: 100.00								
2678	07/12	07/31/2012	4910	200099115D	Matthew Nielsen	Refund Deposit	5121130	259.19
Total 2678: 259.19								
2679	07/12	07/31/2012	3490	1246	MID-COLUMBIA ECONOMIC	Annual Dues	0140162030	130.25
2679	07/12	07/31/2012	3490	1246	MID-COLUMBIA ECONOMIC	Annual Dues	0140262030	121.65
2679	07/12	07/31/2012	3490	1246	MID-COLUMBIA ECONOMIC	Annual Dues	2142162030	34.96
2679	07/12	07/31/2012	3490	1246	MID-COLUMBIA ECONOMIC	Annual Dues	3142162030	30.44
2679	07/12	07/31/2012	3490	1246	MID-COLUMBIA ECONOMIC	Annual Dues	4142162030	13.07
2679	07/12	07/31/2012	3490	1246	MID-COLUMBIA ECONOMIC	Annual Dues	5142162030	99.63
Total 2679: 430.00								
2680	07/12	07/31/2012	3590	070112	MR. B.S SMALL ENGINE REPAIR	Sfihl Pruning Saw	5140562110	20.00
2680	07/12	07/31/2012	3590	072512	MR. B.S SMALL ENGINE REPAIR	Chains	5140562110	34.00
Total 2680: 54.00								
2681	07/12	07/31/2012	3820	09903502	Norco, INC	oxygen	0540562351	79.65
2681	07/12	07/31/2012	3820	09908902	Norco, INC	oxygen	0540562351	125.50
2681	07/12	07/31/2012	3820	09955320	Norco, INC	oxygen	0540562351	46.50
Total 2681: 251.65								
2682	07/12	07/31/2012	6787	222377123/1	NorthShore Medical Group	CDL Exam	5140562770	178.00

M = Manual Check, V = Void Check

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 2682:								
2683	07/12	07/31/2012	4020	ME109099	ODOT-FUEL SALES	Fuel	0140162020	1.43
2683	07/12	07/31/2012	4020	ME109099	ODOT-FUEL SALES	Fuel	0140462530	153.94
2683	07/12	07/31/2012	4020	ME109099	ODOT-FUEL SALES	Fuel	0140962020	5.35
2683	07/12	07/31/2012	4020	ME109099	ODOT-FUEL SALES	Fuel	0340562530	288.92
2683	07/12	07/31/2012	4020	ME109099	ODOT-FUEL SALES	Fuel	0540562420	635.90
2683	07/12	07/31/2012	4020	ME109099	ODOT-FUEL SALES	Fuel	2140562530	223.61
2683	07/12	07/31/2012	4020	ME109099	ODOT-FUEL SALES	Fuel	2142162020	.42
2683	07/12	07/31/2012	4020	ME109099	ODOT-FUEL SALES	Fuel	3140562530	11.91
2683	07/12	07/31/2012	4020	ME109099	ODOT-FUEL SALES	Fuel	3142162020	.30
2683	07/12	07/31/2012	4020	ME109099	ODOT-FUEL SALES	Fuel	4442162020	.04
2683	07/12	07/31/2012	4020	ME109099	ODOT-FUEL SALES	Fuel	5140562200	1,018.39
2683	07/12	07/31/2012	4020	ME109099	ODOT-FUEL SALES	Fuel	5140562200	1,018.39
2683	07/12	07/31/2012	4020	ME109099	ODOT-FUEL SALES	Fuel	5142162020	1.22
Total 2683:								
2684	07/12	07/31/2012	4090	54562	OPERATIONS MANAGEMENT INTERN	July 2012 Services	3140562700	7,106.25
Total 2684:								
2685	07/12	07/31/2012	6786	00006223-00	Pacific Wood Preserving of Oregon	Pole	5140563780	866.00
2685	07/12	07/31/2012	6786	00006223-00	Pacific Wood Preserving of Oregon	Pole	5140563780	1,502.00
2685	07/12	07/31/2012	6786	00006223-00	Pacific Wood Preserving of Oregon	Pole	5140563780	2,002.00
Total 2685:								
2686	07/12	07/31/2012	4500	10025999	PAGEONE NORTHWEST	Airtime Service Fee/Raging Service	5140562110	179.70
Total 2686:								
2687	07/12	07/31/2012	4530	6872358	PAPE MACHINERY	Hose	0340562560	62.87
Total 2687:								
2688	07/12	07/31/2012	6769	07-29-626	PARC Resources, LLC	Planning Services	0140262075	386.70
2688	07/12	07/31/2012	6769	07-29-626	PARC Resources, LLC	Planning Services	0140262090	544.50
2688	07/12	07/31/2012	6769	07-29-626	PARC Resources, LLC	Planning Services	0740562115	158.50

M = Manual Check, V = Void Check

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 2688:								
2688	07/12	07/31/2012	4640	8-9-833-4223	PITNEY BOWES INC	Postage	0140162055	50.82
2689	07/12	07/31/2012	4640	8-9-833-4223	PITNEY BOWES INC	Postage	0140262055	16.20
2689	07/12	07/31/2012	4640	8-9-833-4223	PITNEY BOWES INC	Postage	0540562055	38.25
2689	07/12	07/31/2012	4640	8-9-833-4223	PITNEY BOWES INC	Postage	0542162055	5.55
2689	07/12	07/31/2012	4640	8-9-833-4223	PITNEY BOWES INC	Postage	2142162055	32.42
2689	07/12	07/31/2012	4640	8-9-833-4223	PITNEY BOWES INC	Postage	3142162055	27.08
2689	07/12	07/31/2012	4640	8-9-833-4223	PITNEY BOWES INC	Postage	4142162055	4.09
2689	07/12	07/31/2012	4640	8-9-833-4223	PITNEY BOWES INC	Postage	5142162055	75.59
Total 2689:								
2690	07/12	07/31/2012	6788	2012-4339-1	Portland Monthly	Gorge Guide Ad	0840562160	1,500.00
Total 2690:								
2691	07/12	07/31/2012	6780	15181366	Ricoh Americas Corporation	Lease	0140162120	52.62
2691	07/12	07/31/2012	6780	15181366	Ricoh Americas Corporation	Lease	0540562120	31.33
2691	07/12	07/31/2012	6780	15181366	Ricoh Americas Corporation	Lease	2142162120	31.33
2691	07/12	07/31/2012	6780	15181366	Ricoh Americas Corporation	Lease	3142162120	25.05
2691	07/12	07/31/2012	6780	15181366	Ricoh Americas Corporation	Lease	4142162121	27.56
2691	07/12	07/31/2012	6780	15181366	Ricoh Americas Corporation	Lease	5142162121	68.91
Total 2691:								
2692	07/12	07/31/2012	5040	128	ROCKRANCH ENTERPRISES	Contract PW Super	0140262080	15.60
2692	07/12	07/31/2012	5040	128	ROCKRANCH ENTERPRISES	Contract PW Super	0140462080	202.80
2692	07/12	07/31/2012	5040	128	ROCKRANCH ENTERPRISES	Contract PW Super	0340562080	368.80
2692	07/12	07/31/2012	5040	128	ROCKRANCH ENTERPRISES	Contract PW Super	2140562080	577.20
2692	07/12	07/31/2012	5040	128	ROCKRANCH ENTERPRISES	Contract PW Super	3140562080	405.60
Total 2692:								
2693	07/12	07/31/2012	6784	071712	Roger Hicks	Refund TRT Overpmt	0130143130	.69
2693	07/12	07/31/2012	6784	071712	Roger Hicks	Refund TRT Overpmt	0830540080	.30
Total 2693:								
								.99

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
2694	07/12	07/31/2012	5270	071912	SHIRELLE PRICE	Reimburse Mileage	0140162020	9.30
2694	07/12	07/31/2012	5270	071912	SHIRELLE PRICE	Reimburse Mileage	2142162020	2.73
2694	07/12	07/31/2012	5270	071912	SHIRELLE PRICE	Reimburse Mileage	3142162020	1.93
2694	07/12	07/31/2012	5270	071912	SHIRELLE PRICE	Reimburse Mileage	4142162020	.27
2694	07/12	07/31/2012	5270	071912	SHIRELLE PRICE	Reimburse Mileage	5142162020	7.97
Total 2694:								22.20
2695	07/12	07/31/2012	5980	17-16444	Travel & Recreation Directory	Sponsor Page	0840562160	145.00
Total 2695:								145.00
2696	07/12	07/31/2012	6010	21445	TRAVEL PORTLAND	Partner Services Renewal	0840562113	650.00
Total 2696:								650.00
2697	07/12	07/31/2012	6110	073112UBS	U.S. POSTAL SERVICE	UB Postage	0542162055	2.54
2697	07/12	07/31/2012	6110	073112UBS	U.S. POSTAL SERVICE	UB Postage	2142162055	25.40
2697	07/12	07/31/2012	6110	073112UBS	U.S. POSTAL SERVICE	UB Postage	3142162055	40.64
2697	07/12	07/31/2012	6110	073112UBS	U.S. POSTAL SERVICE	UB Postage	4142162055	15.24
2697	07/12	07/31/2012	6110	073112UBS	U.S. POSTAL SERVICE	UB Postage	5142162055	170.17
2697	07/12	07/31/2012	6110	073112UBS	U.S. POSTAL SERVICE	UB Postage	5142162055	.01
Total 2697:								253.98
2698	07/12	07/31/2012	6350	0211877-IN	WAGNER-SMITH EQUIPMENT	sweatband	5140562770	40.66
Total 2698:								40.66
2699	07/12	07/31/2012	6570	86086	WHEELERS COMMUNICATIONS	Radio Maintenance	0540562442	284.00
Total 2699:								284.00
7311201	07/12	07/31/2012	440	JUN12-PWR	BPA	Power Bill	5140562820	27,714.00
7311201	07/12	07/31/2012	440	JUN12-PWR	BPA	Power Bill	5140662820	5,799.00
Total 7311201:								33,513.00
7311202	07/12	07/31/2012	440	JUN12-TRNO	BPA	Transmission Bill	5140562821	7,718.00
7311202	07/12	07/31/2012	440	JUN12-TRNO	BPA	Transmission Bill	5140662821	1,615.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 7311202:								
7311203	07/12	07/31/2012	6080	1536020610	U S BANK	Bank Fees	0140162110	56.97 M
7311203	07/12	07/31/2012	6080	1536020610	U S BANK	Bank Fees	0542162110	3.36 M
7311203	07/12	07/31/2012	6080	1536020610	U S BANK	Bank Fees	2142162110	13.38 M
7311203	07/12	07/31/2012	6080	1536020610	U S BANK	Bank Fees	3142162110	15.64 M
7311203	07/12	07/31/2012	6080	1536020610	U S BANK	Bank Fees	4142162110	1.80 M
7311203	07/12	07/31/2012	6080	1536020610	U S BANK	Bank Fees	5142162110	117.61 M
Total 7311203: 208.76								
7311204	07/12	07/31/2012	6090	8827 6/12	U S BANK CC	Breek Repair	5140562201	197.00 M
7311204	07/12	07/31/2012	6090	8827 6/12	U S BANK CC	Charger	5140562770	22.93 M
7311204	07/12	07/31/2012	6090	8827 6/12	U S BANK CC	Tools	5140563700	39.99 M
Total 7311204: 259.92								
7311205	07/12	07/31/2012	6090	2974 6/12	U S BANK CC	Software	0140162010	25.41 M
7311205	07/12	07/31/2012	6090	2974 6/12	U S BANK CC	Software	0140262010	3.59 M
7311205	07/12	07/31/2012	6090	2974 6/12	U S BANK CC	Software	0542162010	.48 M
7311205	07/12	07/31/2012	6090	2974 6/12	U S BANK CC	Software	2142162010	10.18 M
7311205	07/12	07/31/2012	6090	2974 6/12	U S BANK CC	Software	3142162010	10.09 M
7311205	07/12	07/31/2012	6090	2974 6/12	U S BANK CC	Software	4142162010	3.01 M
7311205	07/12	07/31/2012	6090	2974 6/12	U S BANK CC	Software	5142162010	44.23 M
Total 7311205: 96.99								
Grand Totals: 83,053.46								

STAFF REPORT

Date Prepared: August 6, 2012

For City Council Meeting on: August 13, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Paul Koch, Interim City Administrator 

APPROVED BY: N/A

SUBJECT: Authorizing an Intergovernmental Agreement with Port of Cascade Locks dealing with the on-going operation of the Museum

SYNOPSIS: City financial support for the Museum was eliminated in the 2012-13 budget process. At the direction of both City Council and Port Commission, an IGA has been prepared that deals with ensuring the on-going operation of the Museum which is located on Port property. The proposed IGA has been developed and comes now to City Council for approval.

This agreement will be in effect for the time period of August 1, 2012 through September 30, 2012 (the operating season) and it specifies certain duties for each jurisdiction. During this time period, the two jurisdictions will discuss terms of another agreement to address the long term operations of the Museum.

Under the terms of this agreement, **the City agrees** to provide water, sewer and electricity services to the Museum. Additionally the City agrees to provide insurance for the historic pieces in the museum and to collect donations made during the term of this agreement and pay them to the Port on the last day of the month to help cover Port expenses for the Museum. The Port agrees to return excess funds to the City from donations. The City also agrees to employ the staff operating the Museum.

Under the terms of the IGA the Port agrees to reimburse the City for the museum staff costs and to pay for all Museums building maintenance and to provide insurance for the Museum Building.

The IGA will be in effect until October 31, 2012. It is anticipated that the City and Port will meet during the life of this IGA to determine a long range solution for the Museum operations and costs.

This IGA sets the stage for needed long term discussions about the role and proper existence of the Museum.

This matter comes to the City Council for formal action at this time.

CITY COUNCIL OPTIONS: The City Council has at least the following options in dealing with this issue.

- A. Do nothing at this time.
- B. Do not approve the contract but direct staff to find City funds to keep the Museum operating.
- C. Approve the proposed IGA as submitted.
- D. Other action as may be desired by the City Council.

RECOMMENDATION: That the City Council approve the proposed IGA with the Port of Cascade Locks and authorize the Mayor to sign the IGA.

Legal Review and Opinion: The City Attorney was involved in the development of this agreement.

Financial Review and Status: The costs of this action are not available at the time of preparation of this report but will be made available at the City Council meeting on August 13.

BACKGROUND INFORMATION:

1. A copy of the proposed IGA is attached for City Council information.

INTERGOVERNMENTAL AGREEMENT
Between the City of Cascade Locks and the Port of Cascade Locks
For Operation of Museum

DATE: _____, 2012

PARTIES: City of Cascade Locks ("City")
140 WaNaPa
P.O. Box 308
Cascade Locks, OR 97014

Port of Cascade Locks ("Port")
355 WaNaPa
P.O. Box 307
Cascade Locks, OR 97014

RECITALS

A. City and Port have the authority under ORS 190.010 to enter into intergovernmental agreements for the joint use of facilities and other purposes.

B. The parties desire to enter into an agreement whereby each agrees to perform the functions outlined below for the purposes of operation of the Cascade Locks Historical Museum ("Museum") located at 355 WaNaPa, Cascade Locks, Oregon.

C. The parties intend this agreement to facilitate the operation of the Museum from August 1, 2012 through September 30, 2012. The parties will discuss terms of another agreement to address future operation of the Museum.

NOW, THEREFORE, in consideration of the mutual agreements of the parties, the parties agree as follows:

Section 1. City's Responsibilities.

A. City agrees to provide water, sewer and electricity costs for operation of the Museum. Prior to August 1, 2012, City will install utility meters at the Museum property so Museum utilities costs are measured, and separated from utility costs paid by Port.

B. City agrees to insure the historical pieces in the Museum collection.

C. City agrees to collect Museum donations made during the term of this agreement. City will provide the donations to Port on the last day of each month, to be applied by Port to Museum costs Port is responsible for. If the Museum donations exceed Museum costs Port is responsible to pay, Port will refund the excess to City to apply to Museum costs City is responsible for.

D. City agrees to employ Museum staff to operate the Museum consistent with past tourist season hours of operation through September 30, 2012.

E. City agrees to pay all Museum staff wages and employee costs arising prior to the date of this Agreement and during the term of this Agreement.

Section 2. Port's Responsibilities.

A. Port agrees to reimburse City for the amount of Museum staff wages and monthly employee costs paid by City arising during the term of this agreement.

B. Port agrees to pay all Museum building maintenance costs, and to provide insurance on the Museum building.

Section 3. Effective Date, Term. This Agreement becomes effective on August 1, 2012, and shall remain in effect through October 31, 2012..

Section 4. Liability and Indemnification: Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney's fees and costs) arising from the indemnitor's performance of this agreement where the loss or claim is attributable to the negligent acts or omissions of that party. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

Section 5. Insurance: Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement, at levels necessary to protect against public body liability as specified in ORS 30.270. This agreement is expressly subject to the tort limits and provisions of the Oregon Tort Claims Act (ORS 30.260 to 30.300).

Section 6. Compliance With Laws: Each party agrees to comply with all local, State and Federal ordinances, statutes, laws and regulations that are applicable to the services provided under this agreement.

Section 7. Attorney Fees: In the event of any action or proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, in addition to costs and disbursement, at arbitration, trial, and on appeal.

Section 8. Final Agreement; Modification: This writing is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. This Agreement may be modified only by a writing signed by both parties' duly authorized representatives.

CITY

PORT

By: _____
Date: _____

By: _____
Date: _____



STAFF REPORT

Date Prepared: August 6, 2012

For City Council Meeting on: August 13, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Paul Koch, Interim City Administrator



APPROVED BY: N/A

SUBJECT: Action to approve contracting with two engineering firms to assist in the updating of both the water master plan and the sewer master plan

SYNOPSIS: Updating of the water system master plan and the sewer system master plan are highly rated priorities for the City. The 2012-13 City Budget earmarks \$30,000 for each of these updates. At City Council direction, staff sent out an RFQ (Request for Qualifications) to engineering firms in Oregon who do this kind of work. Over 50 RFQ notifications were sent out and ads were purchased in the Daily Journal of Commerce.

From that effort the City received ten responses. Following the deadline for submittals, City staff then reviewed and analyzed the responses and has developed a recommendation for City Council consideration.

The updating of both of these infrastructure master plans is required for the City to qualify for any State funding and is critical to the long term economic development of the community. These master plans will be necessary for the proper evaluation of the impacts of any proposed Nestle water bottling plant as well as any other economic development that would present itself.

This issue comes forward to City Council for formal action at this time.

CITY COUNCIL OPTIONS: The City Council has at least the following options in dealing with this issue.

- A. Do nothing at this time.
- B. Postpone action at this time and interview all ten firms before making a decision.
- C. Approve the action as recommended.
- D. Other action as may be desired by City Council.

RECOMMENDATION: That the City Council approve entering into a contract with Anderson Perry Engineers for the Waste Water Master Plan update and with Tenneson Engineering for the updating of the water system master plan. Direct staff to meet with each firm and develop the contract and scope of work not to exceed \$30,000 each and return within 30 days to City Council for contract approval.

Legal Review and Opinion: The City Attorney will be involved in the development of the two contracts.

Financial Review and Status: The approved 2012-13 Municipal Budget contains \$30,000 for the Waste Water Master Plan update and \$30,000 for the Water System Master Plan update.

BACKGROUND INFORMATION:

1. The City last updated its water master plan in 1998. The State of Oregon has already notified the City that the City missed the October 2010 deadline for the updating of this master plan. This State approval is critical to any water certifications or permits. The State has been notified of the status of this effort locally and is in agreement with this action and has extended the due date for this plan to January 4, 2013.
2. The Waste Water Master Plan has also passed its required update period and is in need of work. The engineers will also be looking into the potential of a three cites approach to waste water treatment as well as alternative energy generation.
3. Both Master Plans will be completed before the end of 2012.
4. A critical element in both of these plans will be the identification of work that needs to be done to repair, replace and keep these systems fully operations and in compliance with all laws and requirements.

STAFF REPORT

Date Prepared: 8/1/12

For City Council Meeting on: August 13, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Shirelle Price, Accounting Clerk



APPROVED BY: Paul Koch, ICA



SUBJECT: Negotiate a contract with Merina & Company, LLP for TRT Audit Services

SYNOPSIS: Staff sent out the authorized Request for Proposals (RFPs) for Transient Room Tax (TRT) Audit Services with a deadline of 7/30/12 for response. The City received three proposals. Staff reviewed the three proposals evaluating cost, timeline, experience and references and is prepared to recommend a firm. This action comes before City Council for formal action at this time.

CITY COUNCIL OPTIONS:

1. Authorize staff to negotiate a contract with Merina & Company, LLP for TRT Auditing Services and bring the contract back to Council for approval.
2. Take no action at this time
3. Provide other direction for staff

RECOMMENDATION: That City Council, by motion, authorize staff to negotiate a contract with Merina & Company, LLP for TRT Audit Services and bring a contract back to Council at a later date for approval.

Legal Review and Opinion: The City Attorney will be involved in developing and reviewing the contract prior to bringing it back to Council for approval.

Financial review and status: The proposed budget includes a total of is \$4,000 for FY 2012/13 for TRT Audit Services: \$2,800 (70%) of this funding is from the General Fund and \$1,200 (30%) is funded from the Tourism Fund. According to the proposal from Merina & Company, LLC, the estimated cost per audit will be about \$1,200. At this cost, the City should be able to complete 3 audits this fiscal year.

BACKGROUND INFORMATION:

1. The City's Auditor has recommended the TRT be audited. At Council direction, the staff sent out an RFP for TRT audit services. After reviewing the three proposals, staff is prepared to recommend Merina & Company, LLP based on cost, timeline, experience and references.

2. Merina & Company, LLP is the best fit for the City as their cost is comparable to the other two proposals received; the timeline is a better fit for local motels/hotels as well as the City; they are experienced specifically with TRT Audits; and staff was very pleased with the reference they received from another local city whom had experience with this firm.

3. The three proposals are attached for your review.

RECEIVED
JUL 16 2012

BY: K. Goben
10:30 AM

**PROPOSAL TO PROVIDE
TRANSIENT ROOM TAX AUDITS
FOR
CITY OF CASCADE LOCKS
JULY 30, 2012**



Prepared by

**MERINA
& COMPANY, LLP**

Certified Public Accountants and Consultants

Contact: Tonya Moffitt, Partner
tmoffitt@merinacpas.com

5499 Amy Street
West Linn, OR 97068-1707
(503) 723-0300
www.merinacpas.com

July 30, 2012

City of Cascade Locks
PO Box 308
Cascade Locks, OR 97014

Merina & Company, LLP (MCO) is pleased to present this proposal to provide transient room tax audits for the City of Cascade Locks (City). The agreed-upon procedures will be performed in accordance with attestation standards established by the American Institute of Certified Public Accountants. We will apply the agreed-upon procedures which the City has specified in the Request for Proposals. We will demonstrate in this proposal that we have the experience and qualifications to provide these services in a competent and cost effective manner that will result in the completion of the transient room tax audits within the June 30, 2013 deadline.

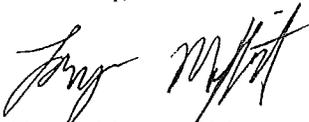
We believe MCO is the best firm for the City because we have a long history performing audits and attestation services for state and local governments and understand the environment in which it operates. In addition, the individuals to be assigned to the engagement have direct experience and qualifications relating to transient room tax audits.

We affirm that MCO and all partners and managers of MCO are:

- Duly licensed by the Oregon Board of Accountancy to practice as Certified Public Accountants
- Licensed Municipal Auditors
- Meet the independence requirements of the American Institute of Certified Public Accountants and the *Standards for Audit of Government Organizations, Programs, Activities and Functions*, published by the US General Accounting Office
- Certified as an EEO Affirmative Employer
- Certified Women Owned Small Business with the U.S. Small Business Association

We appreciate the opportunity to propose on this engagement. This proposal is a firm and irrevocable offer open for 90 days. Tonya Moffitt, CPA, Partner, who is authorized to represent MCO and to bind the firm in a contract, signs this proposal.

Sincerely,



Tonya Moffitt, CPA
Partner
Merina & Company, LLP
Certified Public Accountants and Consultants



Table of Contents

Transmittal Letter..... i
Introduction..... 1
Price..... 1
Engagement Team..... 2
References..... 3
Time Estimate..... 3
Timeline of Availability 3

**Proposal to Provide Transient Room Tax Audits for
City of Cascade Locks
July 30, 2012**



INTRODUCTION

Merina & Company, LLP (MCO) is a diverse local accounting and consulting firm located in West Linn, Oregon and from where this engagement will be administered. Our firm is committed to and specializes in providing government entities with independent and accurate auditing and assurance services. We can provide any type of audit that a local government or state agency might need. Services we offer include Financial and Compliance audits, Agreed Upon Procedures for Business Energy Tax Credits, and Transient Room Tax audits as well as such as rate consulting (particularly solid waste rates) and franchise fee setting. We have taken the time to focus on these categories of service to be able to respond quickly and efficiently to our governmental clients.

MCO is a full service accounting and consulting firm specializing in auditing and other attestation engagements. Since the retirement of the founding partner the ownership of MCO has changed. It is now 100% woman owned with 25 years of combined experience with MCO and municipal auditing, and is certified as a Women-Owned Small Business with the U.S. Small Business Administration. From this combined experience, the partners have carried forward the firm's experience, knowledge, and expertise, bringing with them a fresh and modern style while placing high value in top quality work that is performed efficiently and timely.

MCO practices an open door policy between staff and management supporting their professional development. We place just as much value in our relationships with our employees as we do with our clients. We strongly support and encourage our employees to practice a proper work-life balance. We are proud of our experienced staff who are dedicated to our company and the clients we serve while specializing in governmental and non-profit auditing services.

MCO is a member of the following professional organizations:

- American Institute of Certified Public Accountants
- Oregon State Society of Certified Public Accountants
- Government Finance Officers Association
- Oregon Municipal Finance Officers Association
- Association of Certified Fraud Examiners
- AICPA Governmental Audit Quality Center

PRICE

Based on our experience with engagements of similar size and scope, we estimate a fair price for this engagement of \$1,200 per lodging establishment. This is a Not-To-Exceed fee and includes all incidental costs such as preparing all report copies, travel, subsistence, etc. If we are able to complete the project in less time, we will bill only for costs actually incurred. This fee has been determined according to the following schedule.

<u>Position</u>	<u>Hourly Rate</u>	<u>Total Hours</u>	<u>Total Cost</u>
Partner	\$ 170	2	\$ 340
Staff Accountant	85	10	850
Rounding			10
Totals		12	\$ 1,200

**MERINA
& COMPANY, LLP**

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

**Proposal to Provide Transient Room Tax Audits for
City of Cascade Locks
July 30, 2012**



If extraordinary situations arise that would require significant additional audit time, we would expect to be able to discuss this with management and arrive at a mutually agreeable adjustment to the basic fee.

ENGAGEMENT TEAM

We have selected the staff for this engagement based on their experience and training in relation to the requirements of the City. We are committed to providing our clients with competent services, professionally delivered. We have assigned an engagement partner and staff accountant.

Engagement Partner

Tonya Moffitt, CPA (CPA License #11063; Municipal License #1392), is a Partner at MCO and will be the Engagement Partner on this engagement. She received her Bachelor of Science in Accounting from Portland State University and then a Master of Science in Financial Analysis.

Ms. Moffitt has experience working with various non-profits and municipalities with a focus on cities, special districts, state agencies, and semi-independent state boards. She has been Audit Manager for MCO's audits of the City of Gresham, City of The Dalles, City of Damascus, City of Wood Village, City of Sandy, City of Happy Valley, and Clean Water Services of Washington County and many others. More specifically she was the Partner in charge for the Transient Room Tax Audits performed for the City of Wood Village. She has also managed several federal compliance audits at the Oregon Secretary of State Audits Division. She is also responsible for training the new staff who assist in governmental and compliance audits.

She is a reviewer for the GFOA Certificate of Excellence in Financial Reporting Award program and has assisted several of our clients in their initial submission and retention of the award. Ms. Moffitt is also on the Accounting Standards Review Committee for the Oregon Municipal Finance Officers Association. She participates in the Oregon Society of Certified Public Accountants Coaching Program as a guide to students as they make the transition from college into the accounting profession. She served as Chair of the Board of Directors and is a current finance committee member for Forward Stride, a non-profit therapeutic equine program which provides, promotes, and supports quality therapeutic recreation services for children and adults.

Ms. Moffitt focuses her continuing professional education in governmental accounting, Oregon Budget Law, and non-profit accounting. She meets all Yellow Book continuing education requirements for in-charge auditors.

Staff Accountant

Melissa Goss, CPA Candidate, will be a Staff Accountant assisting on this engagement. She joined MCO five years ago as an Office Assistant. While achieving her Post-Baccalaureate Certificate in Accounting from Portland State University she was promoted to Accounting Associate and upon graduation was promoted to Staff Accountant. Ms. Goss has assisted on many governmental audit engagements. She has also been responsible for preparation of proposals and production of financial statements since she began her career with MCO. Her areas of focus have been governmental accounting and auditing. She has worked on several clients including, City of Gresham, Clean Water Services of Washington County, City of Wood Village, City of Damascus, City of Sandy, Sunrise Water Authority, among others. In addition she performed the Transient Room Tax Audits for the City of Wood Village. Her continuing professional education is focused on governmental and non-profit auditing with a focus on Yellow Book requirements.

**Proposal to Provide Transient Room Tax Audits for
City of Cascade Locks
July 30, 2012**



REFERENCES

We have provided below three clients to be contacted for reference that we have performed audit and attestation engagements for.

City of Wood Village	3055 NE 238 th Drive	503.489.6858
Peggy Minter, Finance Director	Wood Village, OR 97060	minter@ci.wood-village.or.us

Scope of Work: Transient Room Tax Audits

Clean Water Services	2550 Southwest Hillsboro Hwy	503.681.3600
Kathleen Leader, Manager	Hillsboro, OR 97123	leaderk@cleanwaterservices.org

Scope of Work: Rate and Fee Audits & Financial Audits

City of The Dalles	313 Court Street	541.296.5481 x1113
Kate Mast, Finance Director	The Dalles, OR 97058	kmast@ci.the-dalles.or.us

Scope of Work: Financial and Single Audits

TIME ESTIMATE

We estimate about a total of 12 hours per lodging establishment. Depending on the documentation each lodging establishment provides we expect to be on-site for 3-6 hours. The remainder of the time will be in office finalizing workpapers and drafting and reviewing reports of findings.

TIMELINE OF AVAILABILITY

We will perform the transient room tax audits between the months of January 2013 and June 2013 in order to have all 12 months of the 2012 calendar year available for selection for the detail testing requested in item number five in the Request for Proposals.

RECEIVED
JUL 30 2012

BY:

AUDITING SERVICES PROPOSAL

Transient Room Tax



CASCADE
LOCKS

SUBMITTED BY



12700 SW 72ND AVE.
TIGARD, OR 97223
(503) 620-2632
(503) 684-7523 FAX

CONTACT PERSON: ROY R. ROGERS, CPA

JULY 30TH, 2012



Transient Room Tax

ENGAGEMENT SERVICES PROPOSAL

TABLE OF CONTENTS

	<u>PAGE</u>
 A. TRANSMITTAL LETTER.....	1
 B. PROFILE OF THE PROPOSER.....	2
 C. ENGAGEMENT TEAM.....	3
 D. EXPERIENCE AND EXPERTISE.....	4
 E. TIMELINE.....	5
 F. ENGAGEMENT SERVICES FEES.....	6
 G. APPENDIX A: PEER REVIEW.....	7

TRANSMITTAL LETTER





PAULY, ROGERS AND CO., P.C.

CERTIFIED PUBLIC ACCOUNTANTS

12700 SW 72ND AVE. • TIGARD, OR 97223 • (503) 620-2632 • FAX (503) 684-7523

July 30, 2012

City of Cascade Locks
PO Box 308
Cascade Locks, OR 97014

Thank you for the opportunity to provide Transient Room Tax services for the City of Cascade Locks, Oregon for the year ending June 30, 2013 and to present our qualifications to do so. We believe this proposal provides all the information you will find necessary about our firm and its services. We also hope this proposal shows our enthusiasm and eagerness to serve you.

Our study will be conducted in accordance with the Statement of Standards for Consulting Services, established by the American Institute of Certified Public Accountants, and City Ordinance No. 320, as amended, following the process described in the City's Request for Proposals for Transient Room Tax examinations.

The following services are included in the fees quoted in the *Engagement Services Fees* section:

- ◆ A complete understanding of the work to be performed.
- ◆ All work described in your request for proposal.
- ◆ An entrance conference, progress conference(s) as considered necessary and exit conference.
- ◆ Significant In-Charge time and very seasoned staff are included. The In-Charge will be on-site for all fieldwork. Significant partner planning and review time are also included.
- ◆ Delivery of reports in a timely fashion, as agreed upon.
- ◆ A large staff to meet your needs.

We are currently serving many other entities in Oregon. We understand thoroughly the work to be done on these types of engagements; we have established excellent relationships with the Councils, Boards, Administrations and Management of these entities, and we have consistently delivered reports on schedule. We are confident you will find our firm has the experience and ability to provide the excellent auditing and advisory services you require.

Roy R. Rogers, CPA, as signer of this letter, is authorized to make representations and to execute a personal services contract on behalf of the firm. We consider the terms of this proposal negotiable, and will enter into negotiations with the City of Cascade Locks if there are minor items that should be worked out. This proposal is a firm and irrevocable offer for thirty (30) days from the date of submission on July 30, 2012. We may be reached at the address and the telephone number listed above should you have any questions.

Very truly yours,

Roy R. Rogers, Managing Partner
PAULY, ROGERS AND CO., P.C.

PROFILE OF THE PROPOSER



HISTORY *Pauly, Rogers and Co., P.C.* is a local firm that has been providing quality accounting services since 1947.

OFFICE ADDRESS 12700 SW 72nd Ave.
Tigard, OR 97223

PROPERLY LICENSED All Shareholders, Managers and Senior Accountants are licensed by the Oregon State Board of Accountancy as Certified Public Accountants. We are members of the AICPA. All Shareholders are licensed municipal auditors in the State of Oregon and are on the Oregon Municipal Roster, along with two managers.

INDEPENDENCE All members of the firm are independent of the City of Cascade Locks as defined by generally accepted accounting standards and the US General Accounting Office's *Government Auditing Standards*, as required by the rules of conduct of the AICPA. We require all staff members to make annual independence representations, which are kept on file in our office.

PERSONNEL

Partners	5
Managers/In-Charges	6
Professional Staff	20
Support Staff	3
	3
Total	34

PEER REVIEW Our firm underwent a peer review for the year ended April 2011, which included a review of specific government engagements. The reviewing Firm issued a review rating of *pass*.

EQUAL OPPORTUNITY Our firm is an equal opportunity employer and is a small firm as described in OMB Circular A-133.

ENGAGEMENT TEAM



Key Staff Members and Roles

Name	Title
Roy R. Rogers, CPA	Managing Partner
Kenny Allen, CPA	Concurring Partner
Matthew Graves, CPA	Partner
Tara Kamp, CPA	Partner
Eric Mireiter, CPA	Internal Compliance Manager
Hans Graichen, CPA	In-Charge Accountant

Roy R. Rogers will act as Shareholder on the engagement and will be directly involved in managing and performing aspects of the engagement. Kenny Allen will act as a Concurring Shareholder on the engagement. We have found this review procedure essential in providing quality reports for our clients. Hans Graichen will serve as the In-Charge Accountant for the engagement. He will be assisted in the field by two to three highly qualified accountants with experience conducting over fifty audits each. He also has at his disposal over 20 additional experienced accountants should the need arise.

Professional Development Program

All assigned staff have received a minimum of 24 hours of continuing education in accounting and auditing within the past year, and at least 40 hours within the past two years. Our firm employs a wide range of professional development resources available through the Oregon Society of Certified Public Accountants, the American Institute of Certified Public Accountants and local colleges and universities. This program offers diversity to staff members and allows the firm to acquire specialized knowledge in key areas such as accounting and auditing.

Rotation Policy

It is the policy of our firm not to rotate personnel assigned to an engagement unless absolutely necessary or if requested by the client. We believe that this policy enables client staff and the audit team to develop a continuing working relationship that leads to a smooth and efficient audit.

EXPERIENCE AND EXPERTISE



Audit Clients with Similar Services

This data shall not be disclosed outside the City of Cascade Locks or be duplicated, used or disclosed in whole or in part for any purposes other than to evaluate the proposals provided, that if a contract is awarded to us as a result of or in connection with the submission of such information, the City shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit the City's right to use information contained herein if it is obtained from another source.

Audit Client	Primary Contact and Title	Telephone
City of Ashland	Lee Tuneberg Finance Director	(541) 488-5300
City of Grants Pass	Jay Meredith Finance Director	(541) 450-6035

Expertise Outside Traditional Audit Functions

Our firm prides itself on being an expert in the industry of accounting and auditing. We understand the industry and the operations beyond financial reporting. As a result of our experience, we have been asked by many of our clients to perform agreed-upon procedures engagements for circumstances which fall outside the scope of the financial audit. Examples of these engagements are listed below. We encourage all of our clients to tap into our extensive knowledge base whenever the need arises for a financial study to be performed.

Accounting and Taxation

- Payroll and income tax reviews
- Cost accounting and recovery systems
- Accounting seminars and presentations
- Accounting systems development
- Accounting policy manual development
- Review and application of State budget laws
- Comprehensive financial statement presentation and drafting

Management Advisory Services

- Efficiency studies
- Staff selection
- Analysis of Business Office staffing
- Development of various management information systems and schedules

Financial Management

- Business and financial plans
- Assistance in preparation of official statements covering sale of bonds
- Cash flow analysis
- Assistance in preparation of annual Moody's report for bond rating

TIMELINE



Timeline for Completing the Engagement

Audit Milestone	Description	Timing
Written Work Plan and Planning	During this time, the engagement letter and planning will be executed by Hans Graichen.	Aug
Audit Fieldwork	Fieldwork will be conducted at an agreed-upon time. The exit conference would occur immediately upon completion of the fieldwork, and would include a discussion of our study of the Transient Room Tax and our observations and conclusions.	Aug-Sep
Draft and Review Reports	Preparation of the file and reports, including technical and second Partner review.	Sep-Oct
Presentation and Delivery	The final reports will be printed and delivered to the City by the agreed-upon date.	Oct

ENGAGEMENT SERVICES FEES



Engagement Fees

Our not-to-exceed fees for the year ending June 30, 2013 for the City of Cascade Locks Transit Room Tax studies are listed below. The fees include consulting standards in effect for this year, but not changes in standards or potential scope of work changes that might occur in future years. These fees are based on cooperation from hotel personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you in order to arrive at a new fee estimate before incurring additional costs. These fees are inclusive of all staff time, all services outlined below and all of our out-of-pocket expenses for travel, supplies, printing and binding up to ten (10) copies of our reports on the Transient Room Tax studies. We will also provide an electronic copy.

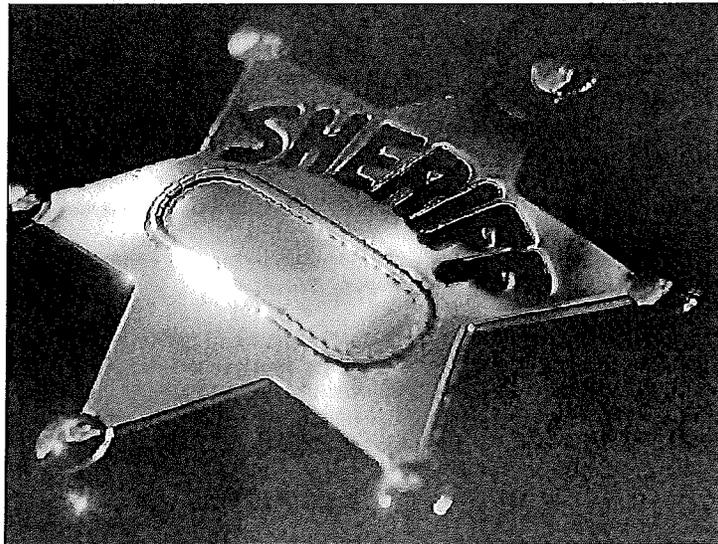
Services	For the Year Ending June 30, 2013	Estimated Hours per Audit
Transient Room Tax Engagements (per operator)		
1-20 Rooms	\$ 500 - 1,000	5 - 12
21-40 Rooms	800 - 1,200	9 - 14
41+ Rooms	1,100 - 1,500	12 - 17

Telephone calls from the City seeking advice or assistance are welcomed anytime during the year, and such calls are anticipated as part of the total proposed fee. Our willingness to provide minor technical assistance throughout the year without billing for additional services has been one of the trademarks of *Pauly, Rogers and Co., P.C.* A great deal of discussion is expected to occur during the year, all of which helps the auditors, as well as the City, properly deal with issues as they arise.

Rates for Additional Professional Services

Pauly, Rogers and Co., P.C. can provide the City with a variety of services in addition to the Transient Room Tax studies. Special reports, projects or other work undertaken at the client's request is billed at the following hourly rates for 2012: Partner \$180, In-Charge and Manager \$120, Staff Accountant \$100 and Support Staff \$50. At the time of the request, we would estimate the fee to be charged and seek written approval of that fee. Special projects could be unit-priced or receive a reduced fee if they were scheduled at times when we are less busy with audit work.

APPENDIX A: PEER REVIEW



WALL & WALL, P.C. CERTIFIED PUBLIC ACCOUNTANTS

J. ROBERT WALL, C.P.A.
KAREN S. WALL, C.P.A.

System Review Report

September 13, 2011

To the Partners of
Pauly Rogers & Co., P.C.
and the Peer Review Committee of the Oregon Society of CPAs (OSCPA)

We have reviewed the system of quality control for the accounting and auditing practice of Pauly Rogers & Co., P.C. (the firm) in effect for the year ended April 30, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Pauly Rogers & Co., P.C. in effect for the year ended April 30, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Pauly Rogers & Co., P.C. has received a peer review rating of *pass*.

Wall & Wall P.C. CPAs

Wall & Wall, P.C., Certified Public Accountants



4800 SW Macadam Ave
Suite 400
Portland, OR 97239-3973

P 503.274.2849
F 503.274.2853

www.tkw.com

RECEIVED
JUL 27 2012

BY:.....

July 24, 2012

City of Cascade Locks
PO Box 308
Cascade Locks, OR 97014

We appreciate the opportunity to provide the City of Cascade Locks (City) with this proposal to provide assurance services related to the City's transient room tax (TRT). We understand the requirements and scope of work to be performed and are prepared to meet the City's specifications and timelines. We have assembled a team that has extensive experience in working for and with local government and specifically in the audit of revenue streams and related compliance. Our team members have had the opportunity to work with a number of governmental organizations in Oregon, Washington, and Alaska, including several cities, counties, state agencies, and educational institutions in a variety of capacities.

I am authorized to represent **TKW** in any negotiations and sign any contract that may result from this solicitation. I can be reached by phone at (503) 274-2849 and by email at rmoody@tkw.com.

Sincerely,

Robert G. Moody, Jr., Partner
Talbot, Korvola & Warwick, LLP



1. Contact Information

Rob Moody, Partner
4800 SW Macadam Ave., Suite 400
Portland, Oregon, 97239-3973
Phone: 503.274.2849
Fax: 503.274.2853
rmooody@tkw.com
www.tkw.com



2. Firm Experience

TKW is a limited liability partnership located in Portland, Oregon. We are different from typical CPA and consulting firms. We formed our firm with one purpose in mind: to be our clients' *first call* for all their business needs. Since our inception in 1987, we have grown to become one of the top ten largest CPA and consulting firms in Oregon. We offer traditional assurance and tax services and extensive business advisory assistance designed to meet the diverse needs of governments.

Our business model provides a foundation for the success of our clients – we are their *first call* as a resource for advice, guidance, and help with *all* business needs.

We also are one of the leading government service providers in Oregon. Approximately 70% of our assurance services hours relate directly to auditing and reporting on the operations of public sector organizations – cities, counties, special service districts, school districts, colleges, and not-for-profit organizations. A large portion of our consulting hours are also related to services provided to the public sector. Our team members have offered strategic planning, contract finance officer services, internal controls reviews and documentation, risk assessments, Yellow Book performance audits, organizational assessment and review-type services to city and special district functions, small, medium, and large county operations, and state agencies and functions ranging from small divisional operations to departments with multi-million dollar budgets for over 20 years. We have provided assurance and consulting services to a large number of governmental entities in Oregon and Washington including the cities of Portland, Beaverton, Wilsonville, Corvallis, Bend, Hillsboro, Gresham, Canby, McMinnville, West Linn, Lake Oswego, Tualatin, Lincoln City, Sherwood and Tigard; Lane, Washington, Clackamas, Multnomah, King, and Clark counties, and a variety of state agencies and special districts.

With more than 55 team members, we have the expertise and capacity to assure projects are completed on-time and within budget. Our large government financial audit practice gives us a vast pool of knowledgeable team members to call upon as required to complete a project within almost any time frame.



TKW is proud to have been chosen to be a member of the McGladrey Alliance. McGladrey, a national accounting firm, is the fifth largest provider of accounting, tax, and consulting services in the United States, serving clients' needs from more than 120 offices nationwide. Like **TKW**, McGladrey is a leader in providing assurance and consulting





services to governmental organizations, making them a valuable resource to our firm, and in turn our clients. Our relationship with the McGladrey Alliance allows us to draw upon the additional resources, experience, and professional knowledge base of a national organization that is a leader in serving governmental entities. We maintain our name, autonomy, and independence as a locally owned accounting and consulting firm responsible for our own client fee arrangements, delivery of services, and maintenance of client relationships. Our local presence and business model, combined with the resources of a national accounting firm is the best of both worlds to our clients.

To assure our team members maintain a current level of knowledge in a variety of topics, **TKW** invests substantially in Continuing Professional Education (CPE) both as participants and in the teaching of technical subjects. Our professionals attend classes throughout the United States and teach many topics including governmental accounting, reporting and auditing, internal controls, performance auditing, organizational assessment, program assessment, and Federal compliance issues.

TKW professionals also maintain affiliations with various organizations to stay current on pertinent topics, network, and receive continuing professional education. Our team members are actively involved in various committees and projects associated with these professional organizations:

- American Institute of Certified Public Accountants (AICPA)
- Oregon Society of CPA's (OSCPA)
- Institute of Management Accountants (IMA)
- Association of Government Auditors (AGA)
- National Association of Local Government Auditors (NALGA)
- Governmental Finance Officers Association (GFOA)
- Oregon Municipal Finance Officers Association (OMFOA)
- Special Districts Association of Oregon (SDAO)
- League of Oregon Cities (LOC)
- Oregon Entrepreneurs Network (OEN)
- ARMA International (Records Management Association)
- Association of Certified Fraud Examiners (ACFE)

3. Engagement Team Experience

Our proposed project team will provide the City with a distinctive combination of knowledge, skills, and expertise. The experience and insight each has gained through their extensive involvement working for and with governmental entities provides your team with a skill set you won't find in other firms. We bring experience not only from working with a wide variety of governments and their practices, but from your side of the table – as clients – and the unique understanding that provides us in terms of client service.

The following briefly identifies the key team members that will be working on this project. Each will be committed to accomplishing all engagement objectives. Although other team members are available as needed to ensure timing of the project is met, the team identified below will be responsible for the completion of each engagement.





Rob Moody, CPA, Assurance Partner

Rob is a graduate of Western Washington University earning a Bachelor's degree in accounting. He is a licensed CPA in Oregon, Washington and Alaska, and an Oregon licensed Municipal Auditor.

Prior to joining **TKW**, Rob spent over 15 years as a government finance officer for the State of Oregon, and the cities of The Dalles, Sherwood, and Wilsonville. His experience at the City of The Dalles included monitoring of compliance with the City's TRT Ordinances and related filings, as well as coordinating and performing audits of those filings within the City. Rob also coordinated and performed compliance and revenue audits of local fuel stations under the City's local gas tax ordinance. His experience as a client provides unique perspective not found in other audit firms – experience that we leverage to your greatest advantage.

Rob is the designated government audit quality partner for the Firm as identified by the AICPA's Government Audit Quality Center. Rob coordinates our Firm's government assurance practice, providing services to governments of various sizes and types including cities, counties, school districts, and special districts. He oversees and directs the financial statement audits for these local governments including the specific procedures related to revenues and compliance.

As partner for the City's TRT engagements, Rob will be responsible for all aspects of the engagement including: planning individual assignments, reviewing documentation, facilitating discussions, and reporting and presentation. Rob will also ensure engagement quality and that deliverables are provided on time. He will be the main contact and have final authority for the engagements.

Chris Larsen, CPA,

Chris is a graduate of Portland State University, earning both a Bachelor's degree in accounting. He is a licensed CPA in Oregon.

Chris recently joined **TKW** after a year with a Portland area firm, where he gained staff-level audit experience. Chris brings his strong client service skills and analytical approach to your engagement. He focuses primarily in our government assurance practice. Chris will assist Rob in the engagements, working directly with the City and the operators.

4. Approach/Methodology

We will take a systematic approach to the TRT engagements, first becoming familiar with the City's Ordinance and the required procedures as stated in the City's RFP. We will plan our engagements to efficiently and effectively address all objectives, and document our work in accordance with professional standards. We will also work closely with the City to ensure that timelines and expectations are met.





Our approach to each engagement will begin with the request of relevant documents from the respective operators. We anticipate performing fieldwork on-site at each of the operator establishments per the stated procedures in the City's RFP.

- Reconcile revenues as reported to tax returns and financial statements obtained.
- Calculate tax due based on revenue records and consideration to valid exemptions.
- Sample and test exemptions for validity in context of City Ordinance.
- Perform detail testing of daily records in support of monthly revenues reported for a total of five (5) months (two months in 2010, two months in 2011 and one month in 2012).
- Agree revenue records to bank records of operator.
- Prepare and present report to City (draft and final).
- Attend meetings with City staff and/or Council as necessary or requested.

All TKW team member work will be reviewed by Rob Moody, your engagement partner, using our paperless engagement software. Rob will also be on-site as necessary or required. Any potential findings or exceptions will be discussed with the operator as well as City management prior to finalization in the form of a report to the City. We will prepare our reports and provide drafts to the City for review prior to finalization.

We anticipate that the engagements can be completed on a timeframe mutually agreeable to the City and **TKW**. We have sufficient capacity to complete any number of these engagements for the City in the winter, spring and early summer months, clearly allowing for completion of all selected engagements by the June 30, 2013 deadline stated in the City's RFP.

5. Fee Proposal

Based on our understanding of the scope of work as presented in the City's RFP, we propose a fee of \$1,400 per engagement, including all team member work, review, reporting and out of pocket expenses.

We anticipate each engagement to be completed in approximately 17 hours including staff time and review and presentation of the draft and final reports.

6. References

While our Firm has not performed recent TRT audits for our clients, we believe that our experience providing high-quality, timely, cost-effective assurance services to local governments is relevant to your needs and requirements. The procedures outlined in the City's RFP are similar to procedures performed in a financial statement and compliance audit of a local government, and our client service approach allows us to work effectively with the City and your operators. We offer the following references as to the quality of our work and the level of client service provided:





City of Cascade Locks Transient Room Tax Review

- City of West Linn – Richard Seals, CFO
503.722.5505
Rseals@westlinnoregon.gov
- City of McMinnville – Marcia Baragary, Finance Director
503.434.2350
Marcia.baragary@ci.mcminnville.or.us
- City of Lincoln City – Debbie Mammone, Finance Director
541.996.1206
debbiem@lincolncity.org



STAFF REPORT

Date Prepared: 8/2/12

For City Council Meeting on: August 13, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Shirelle Price, Accounting Clerk

APPROVED BY: Paul Koch, ICA



SUBJECT: Change the City's collection agency to Columbia Credits, Inc and change the collection fee to be in line with ORS 697.105

SYNOPSIS: This staff report transmits two different matters to City Council for action. These issues are tied together in that they both deal with the collection of delinquent accounts.

- 1) The City's collection rate is very low with its existing collection agency. Staff has researched three different collection agencies and is recommending Columbia Credits, LLC. located in The Dalles. Of the three firms staff looked at, this firm is the best fit for the City. Currently, delinquent accounts are turned over to collections anywhere from 60-120 days depending on a number of issues like whether their mail is non-deliverable, whether or not payment arrangements are established, etc. As we've been unhappy with our collection rate with our current agency, accounts haven't been turned over to the agency for about six months as you can only assign accounts to one collection agency. There are 20 accounts ready to be sent to Columbia Credits, LLC. upon approval of the contract. Our current rate of return is about 23% (only 15% not including what the City collects after an account has been assigned to the agency) since 2006. With the current collection agency, the City gets 60% of the amount that was assigned to the agency. It can take several years for some of these accounts to pay through collections and some may never be collected.
- 2) During the research to find a more effective collection agency, it was discovered that ORS 697.105 allows public bodies to recoup their cost in collection efforts. To this end, staff is also recommending an administrative change to the collection fee so the commission of the collection agency is covered by the consumer, not the City. This policy change, by Resolution, will mean that the City will get all of the funds owed to the City rather than losing so much through the fee paid to the collection agency.

Both of these issues come to City Council at this time for action.

CITY COUNCIL OPTIONS: 1) For Collection Agency

1. Approve a contract with Columbia Credits, Inc. to serve as the collection agency for the City and authorize the Mayor to sign the new contract.
2. Do not approve the new proposed contract for collection services.
3. Take other action as may be desired by City Council.

CITY COUNCIL OPTIONS: (2) For Resolution 1247

1. Approve Resolution No. 1247 making an administrative change to the collection fee to recoup the City's cost in collection effort as proposed.
2. Do not approve the concept of passing the collection agency costs on to the consumer.
3. Take other action as may be desired by City Council.

RECOMMENDATION: (1) That City Council, by motion, approve a contract with Columbia Credits, Inc. and authorize the Mayor to sign the contract.

(2) Approve the policy change dealing with the cost of collections and passing that cost on to the customer and approve Resolution No. 1247 as proposed, repealing Resolution No. 1156.

Legal Review and Opinion: The staff has had the attorney review all the information. He had no concerns with proceeding.

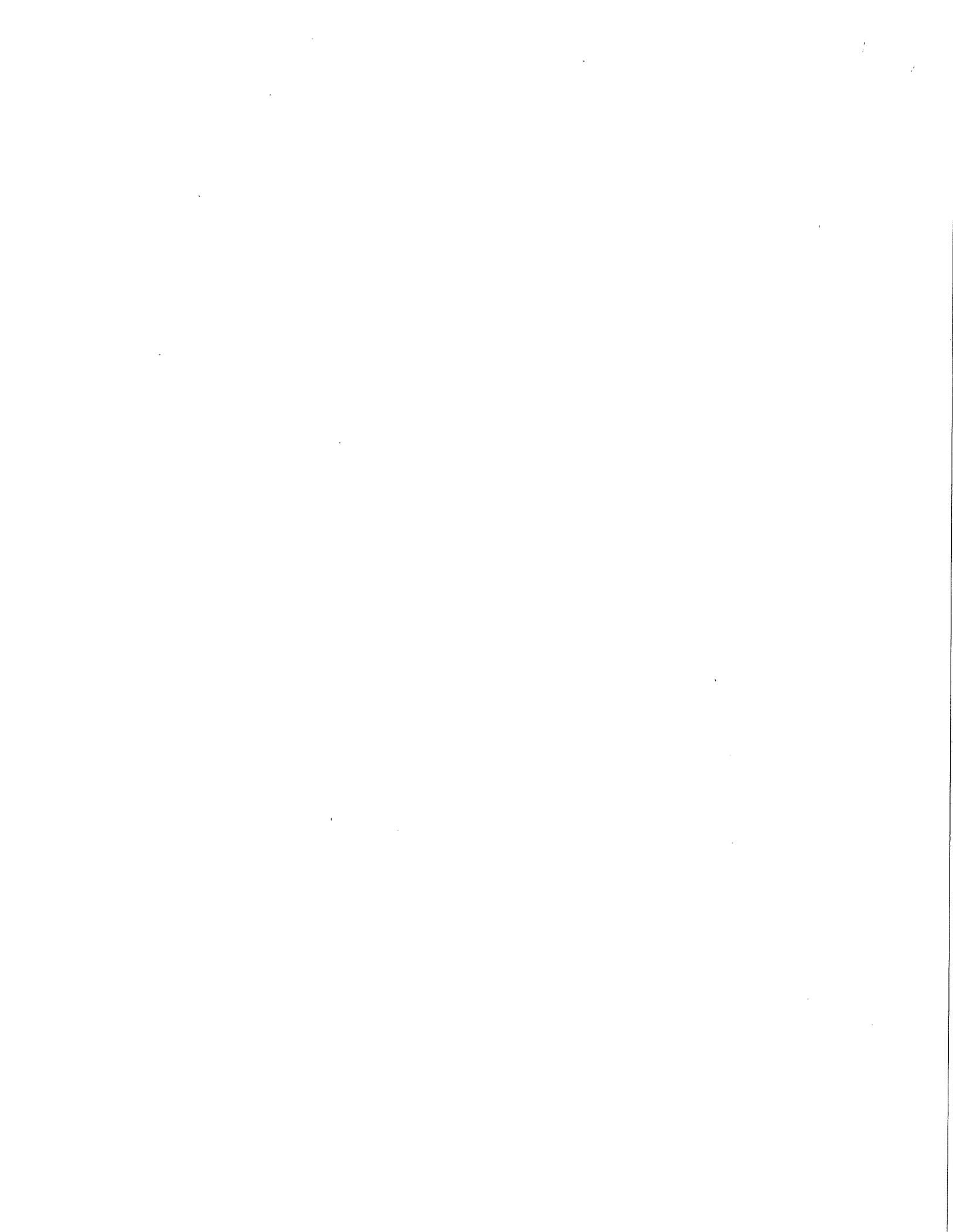
Financial review and status: There is no hard cost involved in changing collection agencies. By changing the collection fee to follow the ORS, the City will not be paying the collection agency rather the consumer would be paying that cost. This will increase the revenue to the City as a result of having the delinquent customer pay for the collection agency fee.

BACKGROUND INFORMATION:

1. The collection rate with the current collection agency is low. On top of it being unsuccessful in collecting debts on behalf of the City, the City must pay the commission rate to the collection agency even if the City is the one that ends up collecting the debt. For example, Mr. Smith skips on his account leaving a \$300 uncollectible bill. The City attempts to collect the debt and is unsuccessful so the account is turned over to the collection agency. The collection agency is unsuccessful collecting the debt. Three years later, Mr. Smith wants to move back to Cascade Locks. Mr. Smith would be required to pay his past due balance in order to establish a new account with the City. With our current collection agency, we would have to send 40% or \$120 of that payment to the collection agency when we only charge \$25 to the customer. Columbia Credits, Inc. has agreed to not require a commission in this instance.

2. Using the example above, the City is only collecting a \$25 collection fee from the customer and is paying the collection agency \$120 so the \$95 difference is being absorbed by the enterprise funds essentially being paid by other rate payers. ORS 697.105 allows public bodies to recoup their cost in collection efforts. Staff is recommending the City follow the ORS in charging a collection fee to accounts that are sent to collections. This would be accomplished by approving Resolution No. 1247. Using Mr. Smith's situation as an example, he would be paying his \$300 past due balance plus the cost of collections.

3. The three proposals from collection agencies are attached for City Council review.
4. Resolution No. 1247 and No. 1156 are attached for City Council review. The only recommended change is the collection fee.
5. ORS 697.105 is attached for City Council review.



MASTER ASSIGNMENT AGREEMENT

City of Cascade Locks, hereafter referred to as Client, will refer accounts to Columbia Credits, Inc. with detailed information on subjects, such as responsible party, social security number, date of birth and place of employment when available. Listing should include date of service, service address, beginning and principal balance, should they be different and a summary of services rendered. Columbia Credits will request itemized statements on an "as needed" basis.

Referral shall become effective as an assignment as fully and as perfectly as though a separate written assignment had been executed and delivered by Client.

Client agrees to refer true and correct principal balances due and owing, indicate date of last charge, without service charges and indicate amount added if interest or collection fees or service charges have been assessed.

RATES AND CONDITIONS

Regular collections	35%
Exceptions	
Accounts in litigation	40%
Accounts forwarded out	40%

Columbia Credits, Inc. will provide detailed printouts of the status of accounts on a regular basis, depending upon Client's needs and requirements.

Columbia Credits, Inc. shall have full power to collect, enforce, sue upon, settle, compromise, forward to associate collectors, report accounts to credit reporting agencies and have authority to endorse and collect any check, money order or other instrument in payment of any claim assigned or previously assigned and re-assigned.

Columbia Credits, Inc. shall hold all moneys due the Client in a trust deposit account and remit the principal amount collected minus any commission earned, no later than the last day of the month following collection, allowing sufficient time for possible returned checks to be processed. Commissions earned will be billed in the percentage rates agreed upon. Direct payment commissions will be billed as a separate item on the statement. The terms for all commission payments are net 30 days.

In the event Columbia Credits, Inc. files suit or action on an account they may reimburse themselves for the court costs, disbursements and attorney fees, as may be awarded by the court, out of first proceeds of collection and shall retain all interest collected after date of assignment, if any.

In the event a consumer should return to service with the Client, or a direct payment is received as a requirement to reestablish the same type of service as that creating the original default, Columbia Credits, Inc. agrees to return the remaining balance of the account with no additional commission due unless: 1) litigation has commenced on the account 2) a payment agreement has been established with the consumer. When reporting the reestablishment of services the Client agrees to report the name, type of service established, mailing and new service address and phone number of the consumer.

If, during the course of investigation, Columbia Credits, Inc. finds that the assigned account has been paid, or partially paid, previous to the date of assignment, Client agrees to remit 15% of the amount of payment in consideration of Columbia Credits, Inc.'s expending time, money and materials in making this discovery.

Notwithstanding those exceptions previously outlined in this agreement, it is understood that Columbia Credits, Inc. shall be entitled to full commission on all payments received, either as direct payment or from any source whatsoever. Assignor further agrees to notify Columbia Credits, Inc. promptly of all payments made direct to them.

If any account assigned is a covered transaction, Client represents they have, so far as it is within their knowledge and control, complied with the **FEDERAL TRUTH-IN-LENDING ACT**, and the **FEDERAL FAIR DEBT COLLECTION PRACTICES ACT**, if it applies and so indicated upon assignment.

This assignment agreement is subject to change by addendum upon agreement of both parties.

Accepted on _____

Accepted on 7/20/02

City of Cascade Locks
140 SE Wa-Na-Pa St
Cascade Locks, OR

COLUMBIA CREDITS, Inc.
400 W. Third Street
PO Box 1607
The Dalles, OR 97058

541-374-8484

By _____

By [Signature]

Title _____

Title President

Contact: _____

ATLAS FINANCIAL SERVICES

Your Partner in Accounts Receivable Management

P.O. Box 1180 • Vancouver, WA 98666 • Phone (503) 286-3606 • Fax (503) 286-5856

January 4, 2012

Marianne Bump
City of Cascade Locks
PO Box 308
Cascade Locks, OR 97014

Dear Marianne,

It was very nice talking with you again this morning. Thanks for taking the time and thanks also for inviting this updated information on Atlas Financial Services.

As you know, Atlas is a local collection agency that has been in business for over a dozen years. We have hundreds of clients ranging from many individual doctors, dentists and attorneys to larger clients like Enterprise Rent-A-Car, TriMet, Climate Control, D&F Plumbing, Rivermark Community Credit Union, Club Sport, The Portland Clinic, Dow Columbia, Bluestone & Hockley, Oliveros & O'Brian, O'Neill Transfer/National Van Lines, Broadway Medical Clinic, Newhouse & Hutchins Towing, Reliable Credit, etc.

Atlas also works with a number of municipalities. Here is a quick recap of our municipal clients, including our contacts and the percentage recovery we are getting for them:

Oregon City Parking – 29% Nancy Busch (503) 657-0891
Oregon City Utilities – 27% Marce Berreth (503) 657-8151
Oregon City Finance -- 47% Nancy Busch (503) 657-0891
City of Gresham – 46% Charlene Siegfried (503) 618-2380 ✓ *Charlene.Siegfried@gresham.oregon.gi*
City of Tualatin – 48% Steve Clark (503) 692-2000
City of Yamhill – 24% Sandy Wodarczak (503) 662-3511
City of Scappoose – 37% Jill Herr (503) 543-7146
City of Wood Village – 21% Peggy Minter (503) 667-6211 ✓
Minter@Ct.Wood-village.OV.US

The recovery percentages are, of course, a snapshot at a moment in time. As soon as we collect on another account the recovery number goes up, as soon as we get more listings from our client the recovery number goes down.

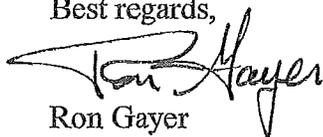
It's usually a bunch of small things that makes one team, one company better than others, so I can't point out just one attribute for our success. I do know our collectors work accounts, as the owner puts it, "cradle to grave" and that kind of attention to business normally results in higher than average returns. It certainly works for us.

I should also mention that much of our success comes from our willingness to litigate on our client's behalf. When we do litigate, significantly, we pay the up-front court cost and legal fees. And, of course, we work strictly on commission, so if we don't collect, we don't get paid.

I'll be happy to answer any questions about Atlas, Marianne. But for now, I won't overdo the verbiage; I'll just attach an information sheet and, *so you can get an idea as to how easy we are to work with*, the forms we need filled out in order to get started on collecting a client's delinquent accounts. And, by the way, along with receiving listings via mail, email or fax, Atlas can work with a text file, pdf or Excel spreadsheets.

If you have any questions or would like additional information on Atlas, please don't hesitate to give me a call.

Best regards,

A handwritten signature in black ink that reads "Ron Gayer". The signature is written in a cursive style with a large, sweeping initial "R".

Ron Gayer

ATLAS FINANCIAL SERVICES

Accounts Receivable Management and Financial Recovery Services

PO BOX 1180, Vancouver, WA 98666

Office Phone (503) 286-3606 Fax (503) 286-5856

A FULL SERVICE COLLECTION AGENCY

- General Collection Service
- Legal Collection Activity
- Credit Reporting to the three major bureaus
- Commercial Collections & Investigation

Member ACA International, Oregon Collectors Association, Better Business Bureau

Licensed and Bonded in Oregon and Washington
Staff Attorney for effective, efficient legal action
Locally owned – nationally affiliated
Commitment to client satisfaction

Areas Most Beneficial to our Clients

- We work strictly on commission – we don't get paid unless we succeed
- Agency payment options: paperless checks, debit cards, direct bank deposits
- Debtors treated with dignity and respect in collection process
- Clients treated with dignity and respect in collection process
- Well trained and experienced collection professionals
- Resourceful collection methods
- Skiptracing via Internet and purchased programs
- Accounts listing via email, online listing form, fax or regular mail
- Legal action taken upon written approval or agency discretion
- Agency pays up-front legal costs
- Reports available upon request
- Fee Agreement for accounts assigned – no imposed contract or time frame

Ron Gayer, Sales Manager
Phone (503) 297-0419 Fax (503) 286-5856
ron_gayer@hotmail.com

Check us out at: <http://www.afscollect.com>

ATLAS FINANCIAL SERVICES

PO BOX 1180, Vancouver, WA 98666
Office Phone (503) 286-3606 Fax (503) 286-5856

MASTER ACCOUNT ASSIGNMENT AGREEMENT

I/WE THE UNDERSIGNED, hereby assign collection accounts to ATLAS FINANCIAL SERVICES. These and all claims hereby assigned to said agency will be subject to the following terms:

20% for all commercial accounts greater than \$2000
25% for all commercial accounts from \$400 to \$2000
30% for all commercial accounts less than \$400
30% for all regular consumer collection activity

If account is forwarded or legal action filed, or accounts assigned previously handled by a collection agency or attorney, or the account is over one year old from date of last charge or service when assigned, the commission will be 40%

Any monies collected above and beyond the face amount of the claim by way of court costs, attorney fees, interest, etc. will be retained by the agency. Client agrees to communicate all payments received on collection accounts to ATLAS FINANCIAL SERVICES. Client is responsible for hard costs incurred during the collection process if direct payments go unreported to ATLAS FINANCIAL SERVICES. Client agrees that accounts listed with ATLAS FINANCIAL SERVICES will not be listed at another collection agency simultaneously.

BUSINESS INFORMATION

CLIENT NAME: City of Cascade Locks

ADDRESS: PO Box 308

CITY: Cascade Locks STATE: OR ZIP: 97014

PHONE: 541-374-8484 FAX: 541-374-8572

CONTACT: Marianne Bump

SIGNED: _____ DATE: _____

ATLAS FINANCIAL SERVICES

PO BOX 1180, Vancouver, WA 98666
Office Phone (503) 286-3606 Fax (503) 286-5856

Account Listing Form

Debtor Name: _____ Date: _____

Spouse Name: _____
If a corporation, list names of officers
or contact person: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____

Mail Return: Yes: _____ No: _____

DOB: _____ SS# _____ DL# _____

DOB: _____ SS# _____ DL# _____

Client Account/Reference #: _____

Balance Due: Principal _____

Interest _____

Fees _____

Total _____

Date of Service: _____ Date of Last Payment: _____

Type or Nature of Account: _____

Employer: _____ Phone: _____

Employer: (spouse) _____ Phone: _____

Banking Information: _____

Comments: _____

In addition, please include: invoices, ledgers or documents signed by the debtor, i.e. promissory notes.

City of Cascade Locks
PO Box 308
Cascade Locks, OR 97014

Phone: 541-374-8484 Fax: 541-374-8572

ATLAS FINANCIAL SERVICES

Your Partner in Accounts Receivable Management

P.O. Box 1180 • Vancouver, WA 98666 • Phone (503) 286-3606 • Fax (503) 286-5856

January 17, 2012

Marianne Bump
City of Cascade Locks
PO Box 308
Cascade Locks, OR 97014

Dear Marianne,

After we had our conversation Tuesday morning, I decided, while they may not be necessary, I'd still like to get the enclosed testimonial letters into your hands. And, again Marianne, if there's anything else that you would like from Atlas Financial, please don't hesitate to let me know.

Best regards,



Ron Gayer



CITY OF OREGON CITY

Incorporated 1844

UTILITY BILLING OFFICE

320 Warner Milne Road
PO Box 3040
Oregon City, OR 97045-0304
(503) 657-8151
FAX (503) 657-3339

December 11, 2006

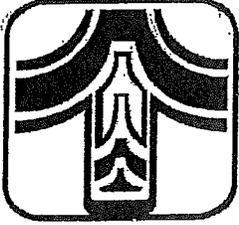
To Whom It May Concern:

I would like to offer a recommendation of Atlas Financial Services. In my seven years of employment with the City of Oregon City we have used two other collection agencies before Atlas Financial Services. One of the agencies rarely collected any revenue and we constantly received complaints on the other agencies customer service skills.

Our experience and working relationship with Atlas Financial Services has been professional, profitable and enjoyable. If I can provide further information or comments, please feel free to contact me.

Sincerely,

Marce L. Berreth
Utility Billing Supervisor
CITY OF OREGON CITY UTILITY BILLING OFFICE



CITY OF TUALATIN

18880 SW Martinazzi Ave
TUALATIN, OREGON 97062
(503) 692-2000
TDD 692-0574

March 5, 2007

To Whom It May Concern:

We have been using Atlas Financial Services exclusively for our collection services for several years. We have entrusted Atlas with our collection business because of their flexibility, professionalism, reliability and, especially, the results they get.

Atlas Financial Services has a sound understanding of the collection and billing industry and has a proven track record of achieving positive results. Atlas has become an extension to our office. As such I highly recommend their collection services.

Sincerely,

Steve Clark
Finance/Utilities
City of Tualatin



20400 S.W. Teton
Tualatin, OR 97062-8812
503-692-8400
enterprise.com

To whom it may concern:

Enterprise Rent-A-Car has used the collection services of Atlas Financial Services for over three and a half years and has been extremely satisfied with their overall performance. Atlas handles the collections for Enterprise Rent-A-Car throughout the state of Oregon and Southwest Washington and the agency's collection results have far and away exceeded the recovery of other agencies we have used in the past.

We have been very pleased with all the well-trained, professional and courteous collection staff; who never hesitates to answer a question if one should arise. I can tell that they diligently work accounts and treat debtors with the respect Enterprise Rent-A-Car expects. Further, Atlas Financial excels at litigating on their client's behalf and regularly report debtors to the three major credit reporting companies.

Atlas truly feels like a business partner who works with us rather than for us in collecting our debts.

Sincerely,

Tanya Peebles
Senior Loss Control Administrator

Apr. 30, 2008 3:23PM

THE PORTLAND CLINIC DWNTN

No. 9338 P. 2

The Portland Clinic is a multispecialty medical group of physicians and surgeons founded in 1921.



Downtown Office & Surgical Center:	800 SW 13th Ave, Portland, OR 97205	(503) 221-0761
Beaverton Office:	15950 SW Milken Way, Beaverton, OR 97006	(503) 646-0161
South Office:	6640 SW Redwood Lane, Portland, OR 97224	(503) 620-7358
Tigard Medical Campus:	9250 SW Hall Boulevard, Tigard, OR 97223	(503) 293-0161
Eye Services - Downtown:	1115 SW Taylor, Portland, OR 97205	(503) 227-0334
Eye Services - Beaverton:	15950 SW Milken Way, Beaverton, OR 97006	(503) 643-1164

Appointments: (503) 222-3119 Vancouver Direct Dial: (360) 699-3692 Website: www.ThePortlandClinic.com

April 30, 2008

To whom it may concern:

The Portland Clinic signed with Atlas Financial Services in March, 2001 to handle our collection accounts. At that time we had a huge number of delinquent accounts that had not been worked for a very long time.

Atlas has worked diligently for us and have helped us make a marked improvement in our AR. Not only do they collect the money for us, they do so in a manner which treats our patients with respect. We have always been treated with cooperation and a concern for our business that we appreciate greatly.

Over the years we have been approached by many other agencies trying to get our collection business. We have always told them we are happy where we are and would not consider changing our relationship with Atlas. We hope to continue this relationship on into the future.

Bonnie Schaffer
Credit & Collections



Facsimile

5440 SW Westgate Drive, #120
Portland, OR 97221
Phone: 503-408-1130
Fax: 503-408-1108

To: *Shirelle Price*
Company *City of Cascade Locks*
Fax:
From:
Subject:
Date:
Total Pages:

C O N F I D E N T I A L

URGENT FOR REVIEW PLEASE COMMENT AS REQUESTED

The fee will be 50% of the collected amount.

You can fax this directly to 866-226-3175 and you will be sent a user name and passcode. I will walk you through the process as soon as your account is set up.

*Thanks
Didi Vaughn*

CONFIDENTIALITY NOTICE:

The information contained in this message and any attached documents is intended only for the use of the individual or entity to which it is addressed, and may contain information which is legally privileged, confidential and exempt from disclosure. Photocopying, distribution or the taking of any action in reliance on contents of this facsimile transmission is unauthorized and prohibited. If you have received this transmission in error, please notify us immediately by telefax, so we can arrange for the return of the facsimile message/documents to us at no cost to you.

Transworld Systems®

Phase II-Verbal Demands Direct Collection Agreement

2235 Mercury Way #275, Santa Rosa, CA 95407 Phone: (707) 236-3800 Fax: (866) 226-3175

Client Number		Settlement in Full Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Order Number	
Client Billing Software			Type of Service Website <input checked="" type="checkbox"/>		PHASE: Verbal Demands Only
Today's Date EXPIRES 24 MONTHS FROM DATE ABOVE					
New Order <input checked="" type="checkbox"/>	Reorder	Client No. If Reorder		Phase II (Verbal Demands) 50 %	
Client Name (Print Only) (28) City of Cascade Locks					
Continued (If Applicable) (28)					
Address (28) PO Box 308				City (40) Cascade Locks	
State (2) OR	ZIP Code 97014	+4	Client Phone No. (541) 374-8484	Ext. 105	Client Fax No. (541) 374-8752
Type of Business (Check list, be specific)				TSI Office Phone Number	
Region No. 6401	Sales No. 2122	Sales Representative (Please Print) Didi Vaughan		Sales Representative E-mail (Please Print) didi.vaughan@transworldsystems.com	
Client/Purchaser's Name (Please Print) Maryanne Bump			Client/Purchaser's E-mail (Please Print)		
Online Client Portal User Name (Please Print) Shirelle Price			Online Client Portal User E-mail (Please Print) sprice@cascade-locks.or.us		
Online Client Portal User Name (Please Print)			Online Client Portal User E-mail (Please Print)		
Online Client Portal User Name (Please Print)			Online Client Portal User E-mail (Please Print)		
<p>The signature of Client/Purchaser (Client) authorizes the Online Client Portal User(s) (named above) to have access to the Online Client Portal (OCP). Website User(s) will receive a User ID and Password which could allow them access to information that may be confidential, sensitive or private. The Client agrees to take appropriate steps to safeguard OCP information from unauthorized use or disclosure. Client agrees to release, indemnify, and hold harmless Transworld Systems Inc. and its agents from any claims, loss or damage arising from or relating to use of the OCP or Password. Client agrees that e-mail address(es) furnished will be used by TSI for communication of important information to Client, and that Client has authority to grant such authority with respect to said e-mail address(es). TSI does not sell or share account information or e-mail address(es) with any third party.</p>					

Sales representative and Client each to keep a copy.

**TERMS AND CONDITIONS CONTINUE
ON SECOND AND THIRD PAGES.
AND REQUIRE YOUR INITIALS AND
SIGNATURE AS INDICATED**

SIGNED: _____
Client/Purchaser's Signature

Customer Agreement ORDER FORM
© 2010 Transworld Systems Inc. (Rev. 8/19/2011)
The GreenFlag Profit Recovery and Transworld Systems logos
are registered service marks of Transworld Systems Inc.

Transworld Collections Services

1. TRANSWORLD COLLECTIONS SERVICES

- A. Accounts assigned Transworld Collections are at a rate of 50 % commission.
- i. A commission rate of fifty percent (50%) will be due on monies recovered on the following:
 1. Accounts that are skips (mail returns);
 2. Accounts assigned outside the TSI network which TSI forwards to another agency;
 3. Accounts submitted by TSI to attorney for legal review and possible legal action as contemplated hereunder;
 4. Accounts under \$50.
- B. TSI shall remit on a monthly basis all amounts due to Client on Transworld Collections. Interest earned on funds held in trust for the benefit of Client will be retained by TSI. Client agrees and authorizes TSI to withhold or offset remittances to Client hereunder for any and all amounts corresponding to debtor stop payments, NSF or "bounced" checks, or payments charged back to TSI by debtors ("Chargeback") for any reason and for any accounts receivable balance for other services with TSI. In the event that TSI is unable or chooses not to withhold or offset hereunder, Client shall nevertheless be responsible to reimburse TSI for all amounts remitted to Client corresponding to debtor payments that resulted in a Chargeback.
- C. Client shall notify TSI within three (3) business days of:
 - i. Direct payments received from debtors by Client; and
 - ii. Amounts credited to debtor's account by Client, after Date of Assignment to Transworld Collections.
 - iii. Client further agrees that TSI is entitled to its full commission on all monies recovered, including amounts occurring because of (i) and (ii) of this paragraph.
- D. TSI is authorized to negotiate settlements with debtors on Accounts from 100 percent to N/A percent of the balance due at the time of the offer. This is the settlement amount. TSI will not agree to a lesser settlement amount without the prior written approval of the Client
- E. TSI is authorized to forward Accounts to an attorney for collection, including, in such attorney's discretion, the filing of legal action. TSI agrees to advance all court costs associated with filing legal action. From the first monies recovered on assigned Accounts forwarded to attorney, TSI shall be reimbursed for such costs; thereafter, distributions shall be pro-rata between TSI and Client. Wisconsin creditors must issue suit authorization for each account individually. Notwithstanding anything to the contrary herein, in the event of any termination of this Agreement, Client shall pay TSI all costs advanced.
- F. As part consideration for services hereunder, including the advance of costs under the preceding paragraph, TSI shall retain all interest collected on all assigned Accounts, irrespective of legal action having been filed or not been filed on any such Accounts. Client hereby authorizes TSI to collect interest on assigned Accounts pursuant to applicable law.
- G. Request to cancel or terminate Transworld Collections must be in writing. Accounts shall be cancelled or terminated only upon written acknowledgment by TSI. A fee of 25% of the total amount of any and all assigned Accounts that are cancelled or terminated by Client may apply, and shall be payable within fifteen (15) days of termination. TSI shall be entitled to offset amounts otherwise due to Client. This paragraph does not apply to Wisconsin clients.
- H. Notwithstanding the above, with respect to any Accounts for which TSI has received any payment or the promise or commitment from a consumer to make any payment, TSI shall, at Client's option:
 - i. Continue its collection activities with respect to such Account per the terms of this Agreement; or
 - ii. Be paid a fee equal to the total share that TSI would have been entitled to in the event of successful collection of the entire amount of the Account, less any portion already realized during Transworld Collections through the date of termination.
- I. With respect to Accounts submitted to Transworld Collections, Client hereby acknowledges and agrees:
 - i. NCO Financial Systems, Inc. ("NCOFS") and TSI are affiliates ("Affiliates") and both are qualified and licensed to render debt collection services;
 - ii. Either Affiliate is authorized by Client to Transworld Collections in its own name;
 - iii. Affiliates may determine the division of services to be performed for Client under Transworld Collections;
 - iv. Affiliates shall be accorded all the acknowledgments and agreements by Client with respect to Transworld Collections services and shall be bound by and comply with all terms and conditions set forth hereunder.
- J. Finality of Accounting. Client will examine each statement summary and raise any objections to the accounting, in writing, within thirty (30) days after the receipt of each statement summary. Client's failure to raise such objection to TSI's accounting during the thirty (30) day period will be deemed a full and final acceptance by Client of TSI's statement summary for that month.

2. MISCELLANEOUS TERMS AND CONDITIONS RELATED TO ANY AND ALL SERVICES

- A. Client Representations and Warranties. Client represents and warrants that all Accounts assigned to TSI under this Agreement are documented, valid debts with no legal or ethical impediment to collection, including but not limited to such things as: debtor bankruptcy; attorney representation of debtor; known inaccuracy of amount claimed due. Moreover, client represents and warrants that all balance amounts are lawfully owed and supported by documentation which will be produced to TSI upon request. In addition, Client shall notify TSI within three (3) business days of receipt of payment on any Account assigned to TSI. Client shall not submit the same Account to any other person or entity for collection or undertake activities in its own name to effectuate collection on such Account.

Client: _____
Date: _____

NON-TRANSFERABLE

TSI: _____

- B. Indemnifications. TSI hereby agrees to indemnify Client and to hold Client, its officers, directors, servants, and agents harmless from and against all damage, cost, loss and expense, including reasonable attorney's fees, directly resulting from TSI's collection activity under this contract; provided, however, Client hereby warrants and guarantees that the information furnished to TSI including but not limited to the identity of the debtor, any information about the debtor, the debtor's eligibility for repayment exemption, the balance of the account (including all interest, fees, costs and other charges) and the payments and credits due, shall be accurate. Client agrees to indemnify TSI, its officers, directors, servants, and agents from and against all damage, cost, loss and expense, including reasonable attorney's fees resulting from errors or omissions in connection with such information furnished by Client to TSI. TSI and Client each agree to indemnify the other parties officers, directors, servants, and agents and to hold each other harmless from and against all damage, cost, loss and expense, including reasonable attorney's fee that may arise out of the acts of the agents or employees of the other party. The indemnities provided for herein shall survive the termination of the agreement.
- C. Disclaimer of Warranty. Except as provided herein, TSI has not, does not, and will not represent, warrant, or guarantee the collections or timing of any collections of any Accounts assigned under this Agreement.
- D. Termination or Modification. Notwithstanding execution of this Agreement by any representative of TSI and by Client, TSI reserves the right, in its sole discretion, to terminate the Agreement, or to modify the Agreement in writing with Client's acknowledgment and consent, at any time prior to commencement of performance of services by TSI hereunder.
- E. Negotiable Instruments. The Client authorizes TSI to endorse negotiable instruments received in payment of claims and to deduct commissions on claims paid directly to Client from any monies due Client.
- F. Puerto Rico. With respect to Accounts of Puerto Rico residents, all such Accounts assigned to TSI shall be permitted and authorized by Client to be performed by NCO Financia Systems of Puerto Rico, Inc, (NCOPR") an affiliate of TSI and the rights and obligations of TSI under the Agreement shall be assigned to NCOPR, as they relate to such accounts.
- G. Taxes. If TSI is required by law to collect any federal, state or local sales, excise or other similar tax or levies from Client with respect to an amount to be paid by Client for services provided by TSI to Client under this Agreement, then
 - i. The parties agree that all sales related taxes levied in connection with the services are the obligation of the Client;
 - ii. TSI shall bill such tax to Client in the manner and for the amount required by law;
 - iii. Client shall pay such billed amount of tax to TSI;
 - iv. TSI shall remit such billed amount of tax to the appropriate tax authorities as required by law; provided however, that TSI shall not bill to or otherwise attempt to collect from Client any tax with respect to which Client has provided TSI with an exemption certificate, direct pay number, or other reasonable basis for relieving TSI of its responsibility to collect such tax from Client; and,
 - v. Client agrees to pay such taxes as invoiced and Client shall reimburse TSI for any interest, penalties or expenses TSI may incur as a result of any contest initiated by Client or any failure by Client to remit timely the taxes or levies.
- H. Notices: Written notices required or permitted hereunder shall be sent by certified or registered mail or by overnight delivery and shall be deemed to have been given upon receipt addressed to the party's respective address below:

Transworld Systems, Inc.
507 Prudential Road
Horsham, PA 19044
Attention: Joshua Glindin Executive Vice President and General Counsel
- I. Force Majeure: In the event that TSI shall be prevented from performing any of its obligations due under the terms of this Agreement by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes/fire, flood or by occurrence of any other event beyond the control of TSI, TSI shall be excused from any further performance hereunder until such act no longer prevents TSI from performing hereunder.
- J. Choice of Law; Assignment. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. This Agreement may not be assigned by either party without the prior written consent of the other, such consent not to be unreasonably withheld; except that either party may transfer its rights and obligations, in whole or in part, to an affiliate or subsidiary.
- K. Prevailing Party. The prevailing party in any action arising from or relating to this Agreement, or any breach of this Agreement, shall be entitled to recover its costs and reasonable attorney's fees from the non-prevailing party. Neither TSI nor Client shall be liable to the other for indirect, consequential, exemplary, incidental, special or punitive damages, or lost profits or revenues.
- L. Complete Agreement. The totality of this document constitutes the entire agreement between TSI and Client. No statement, representation, claims, or warranty not set forth herein shall be binding upon either TSI or Client. This writing may be modified only by a subsequent writing signed by an authorized representative of each TSI and Client. Facsimile copies of this document as well as signatures hereon, may, in the discretion of TSI, be treated as originals.

DATE: _____ CLIENT BUSINESS NAME: _____ City of Cascade Locks

SIGNED: _____
CLIENT/PURCHASER'S SIGNATURE

SIGNED: 
TSI SALES REPRESENTATIVE'S SIGNATURE

Maryanne Bump

PRINT CLIENT/PURCHASER NAME

Didi Vaughan

PRINT TSI SALES REPRESENTATIVE NAME

NON-TRANSFERABLE

Our 4 Stage Optimized Approach TransworldSystems®

**Your
In House
Efforts**

**Outsourced
In House
Efforts – in
Your Name
(1st party)**

**3rd Party
Profit
Recovery**

**3rd Party
Verbal
Demands**

Send Invoice or Statement

30 Days Diplomatic Reminder Letter	37 Days Diplomatic Reminder Call	44 Days Diplomatic Reminder Letter #2	51 Days Diplomatic Reminder Call #2	58 Days Final Warning Letter
<p>After the invoice or initial statement, submit accounts to GreenFlag Accelerator – limit internal efforts and expense while controlling the entire process</p> <p>Systematically contact your customers and patients with 5 contacts in 30 days! (Customizable cycles)</p>				
70 Days Demand 1	80 Days Demand 2	90 Days Demand 3	100 Days Demand 4	110 Days Demand 5
<p>We contact slow paying accounts every 10 days increasing intensity in each demand without alienating your customers or patients.</p> <p>Early In House Use of a Diplomatic Third Party at a Controlled Cost. You maintain Control of your Accounts.</p>				
<p>120+ Days Intensive Collections/Legal Action</p>				

Client

GreenFlag
THE ACCELERATOR

GreenFlag
PROFIT RECOVERY
BY TRANSWORLD SYSTEMS

TransworldSystems®

Making Cash Flow®



CITY OF EL MONTE
ADMINISTRATIVE SERVICES DEPARTMENT
License/Treasury Division

Julio F. Morales
Finance Director

Henry J. Velasco
City Treasurer

To whom it may concern:

This is a letter in support of the services and level of customer service that we have received from Transworld Systems since becoming a client.

We recently assigned the communication responsibilities for our delinquent business license accounts to Green Flag Profit Recovery. They provide all written communication in a standardized format to our delinquent accounts for a flat dollar fee. We have found their process and on-line tracking system to be efficient and effective: they have recovered 20 Accounts (out of 160 delinquent accounts) totaling \$10,182.61 in delinquent business license fees over the past 1 month period.

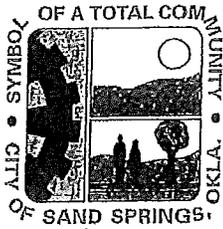
This process has not only enabled us to capture greater revenues, but also it has enabled my staff to leverage its time and resources.

I would recommend that any organization investigate outsourcing this function and consider Green Flag Profit Recovery to provide such services.

Please feel free to contact me if you have any questions.

Regards,

Julio F. Morales
Finance Director
City of El Monte



City of

SAND SPRINGS

PO BOX 338 • 100 EAST BROADWAY STREET • SAND SPRINGS, OKLAHOMA 74063-0338 • (918) 246-2500 • FAX (918) 245-7101

April 6, 2011

To Whom It May Concern:

The City of Sand Springs, Oklahoma, has had a working relationship with Transworld Systems for many years servicing delinquent utility accounts. We have repeatedly renewed our service contracts with Transworld as we have realized acceptable levels of account recovery for the funds invested.

Our local Transworld representative, John Zimmerman, provides outstanding service in our interface with the corporation. John is very accessible and responsive to our inquiries and needs. He also meets with us on a regular basis to discuss our accounts and makes recommendations on how we can better manage our recovery rates.

In December 2010, the City contracted with Transworld to provide initial customer contact services through its "Accelerator" program. We provide account information to the firm as the delinquency is occurring. The firm, in turn, makes a series of telephone and written communications on the City's behalf to quickly make customers aware of their account delinquency. We have observed in its initial months that Accelerator saves City staff time and processing costs, provides consistency and perseverance in the recovery process and, most importantly, substantially hastens and increases our recovery rates.

Additionally, the City's relationship with Transworld provides flexibility to determine which accounts move through the different stages of recovery -- from Accelerator to written demands to verbal demands. We can evaluate accounts and set recovery thresholds at every level to maximize our servicing expense to recovery ratio.

Should you have any questions concerning Transworld and its relationship with the City of Sand Springs, please feel free to contact me.

Respectfully,

Andrew W. Templeton
Customer Service Director
(918) 246-2525
awtempleton@sandspringsok.org

Transworld Systems Price List

Effective January 01, 2009

Standard Pricing			Paid in Full Pricing			
Number of Accounts	Price Per Account	Total Package Cost	Number of Accounts	Price Per Account	Total Package Cost	Paid in full Savings
15	30.99	464.85	15	30.99	464.85	\$0.00
25	24.99	624.75	25	23.99	599.75	\$25.00
50	14.99	749.50	50	13.99	699.50	\$50.00
100	13.25	1,325.00	100	12.25	1,225.00	\$100.00
250	12.50	3,125.00	250	11.50	2,875.00	\$250.00
500	10.99	5,495.00	500	10.50	5,250.00	\$245.00
1,000	9.99	9,990.00	1,000	9.50	9,500.00	\$490.00
2,500	9.50	23,750.00	2,500	8.99	22,475.00	\$1,275.00
5,000	8.75	43,750.00	5,000	8.50	42,500.00	\$1,250.00
10,000	7.75	77,500.00	10,000	7.50	75,000.00	\$2,500.00
15,000	7.25	108,750.00	15,000	6.99	104,850.00	\$3,900.00
25,000	6.75	168,750.00	25,000	6.50	162,500.00	\$6,250.00
50,000	6.25	312,500.00	50,000	5.99	299,500.00	\$13,000.00
75,000	5.99	449,250.00	75,000	5.75	431,250.00	\$18,000.00
100,000	5.75	575,000.00	100,000	5.50	550,000.00	\$25,000.00
150,000	5.50	825,000.00	150,000	5.25	787,500.00	\$37,500.00
200,000	5.25	1,050,000.00	200,000	4.99	998,000.00	\$52,000.00

Notes:

- 1) 25 account systems and Quick Recovery (15) must be Phase II on new orders
- 2) Quick Recovery (15) systems have a service term of 1 year and must be PIF
- 3) Discounts are available for clients who pay in full at the time of the order

RESOLUTION NO. 1247

A RESOLUTION ADOPTING A FEE SCHEDULE FOR SERVICES RELATED TO OPERATIONS OF THE ELECTRICAL SYSTEM; AND REPEALING RESOLUTION NO. 1156.

WHEREAS, the City Council from time to time reviews and updates the fees related to utility operations; and

WHEREAS, the current collection rate does not cover the cost incurred by the City for the collection process; and

WHEREAS, ORS 697.105 allows public bodies to recoup their costs and collection efforts;

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

SECTION 1. Fees for Account Set Up, Turn-on, Reconnect and Non-Business Hours Reconnect of Electric Utility Service. No fee will be assessed for Disconnect from Electric Service.

A. Account Set-Up Fee or Reconnect Fee During Regular Business Hours for Existing Service Drop: A normal account set up and/or connect of electric service shall be charged \$30.00 in City, or \$40.00 out of City, even if circumstances allow City Staff to accomplish both the disconnect of the current account and connect of the new account in one trip. The same shall be charged for reconnection of electrical service that has been disconnected for non-payment.

B. Account Set-Up or Reconnect Non-Business Hours Fee for Existing Service Drop: Any person requiring an account set-up or reconnect to be done during non-business hours will be charged an additional \$50.00.

SECTION 2. Other Fees and Charges. The following fee schedule shall be applied to services provided by the City to customers using the municipal electrical system.

Utility Deposit	300.00
Late Fee	3.00
Red Tag Fee	10.00
Returned Check Fee	15.00
Temporary Service, actual cost but minimum	150.00 in City 225.00 out of City
Special Service Charge (to read meter)	25.00
Pole Contact Charges for utilities	5.50 per month
Pole Contact Charges for Private Parties, other than utilities	25.00 per month
Collection Fee	An amount to cover the costs incurred by the City for formal collection efforts (assessed when an account is sent to collections).

SECTION 3. Repeal of Prior Resolutions. Resolution No. 1156 is hereby repealed.

ADOPTED by the City Council this 13th day of August, 2012.

APPROVED by the Mayor 13th day of August, 2012.

ATTEST:

City Recorder

Mayor

RESOLUTION NO. 1156

A RESOLUTION ADOPTING A FEE SCHEDULE FOR SERVICES RELATED TO OPERATIONS OF THE ELECTRICAL SYSTEM; AND REPEALING RESOLUTION NO. 1061.

WHEREAS, the City Council amended Late Fee, Red Tag Fee and Returned Check Fee on May 27, 2008; and

WHEREAS, the newly approved Charter Amendments, ballot measure 14-33 was passed, subjects such fees adopted after January 2008 to voter ratification, and said election has yet to occur;

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

SECTION 1. Fees for Account Set Up, Turn-on, Reconnect and Non-Business Hours Reconnect of Electric Utility Service. No fee will be assessed for Disconnect from Electric Service.

A. Account Set-Up Fee or Reconnect Fee During Regular Business Hours for Existing Service Drop: A normal account set up and/or connect of electric service shall be charged \$30.00 in City, or \$40.00 out of City, even if circumstances allow City Staff to accomplish both the disconnect of the current account and connect of the new account in one trip. The same shall be charged for reconnection of electrical service that has been disconnected for non-payment.

B. Account Set-Up or Reconnect Non-Business Hours Fee for Existing Service Drop: Any person requiring an account set-up or reconnect to be done during non-business hours will be charged an additional \$50.00.

SECTION 2. Other Fees and Charges. The following fee schedule shall be applied to services provided by the City to customers using the municipal electrical system.

Utility Deposit	300.00	
Late Fee	3.00	
Red Tag Fee	10.00	
Returned Check Fee	15.00	
Collections Fee	25.00	(assessed when account is sent to collections)
Temporary Service, actual cost but minimum	150.00 in City	225.00 out of City
Special Service Charge (to read meter)	25.00	
Pole Contact Charges for utilities	5.50 per month	
Pole Contact Charges for Private Parties, other than utilities	25.00 per month	

SECTION 3. Repeal of Prior Resolutions. Resolution No. 1061 is hereby repealed.

ADOPTED by the City Council this 8th day of December, 2008.

APPROVED by the Mayor 8th day of December, 2008.

ATTEST:

RESOLUTION NO. 1156

Page 1 of 1

City Recorder

Mayor

697.105 Fee for collection of debt owed public body; notice to debtor; amount. (1) Except as provided in ORS 1.202 and 293.231, if a public body, as defined in ORS 174.109, uses a private collection agency to collect a debt owed to the public body, the public body may add a reasonable fee to the amount of the debt, payable by the debtor, to compensate the public body, in whole or in part, for the collection agency fee incurred or to be incurred.

(2) A fee may not be added under subsection (1) of this section unless the public body has provided notice to the debtor:

- (a) Of the existence of the debt;
- (b) That the debt may be assigned to a private collection agency for collection; and
- (c) Of the amount of the fee that may be added to the debt under subsection (1) of this section.

(3) Except as provided by federal law, the public body may not add a fee under this section that exceeds the collection fee of the private collection agency. [2003 c.66 §1; 2007 c.204 §1]

697.115 Fee for collection of commercial debt; amount; limit. (1) As used in this section, "commercial debt" means any obligation for payment of money or thing of value arising out of an agreement or contract, express or implied, in which the transaction that is the subject of the agreement or contract is not primarily for personal, family or household purposes.

(2) A person using a private collection agency to collect a commercial debt owed to the person may add a reasonable fee to the amount of the commercial debt, payable by the debtor, to compensate the person, in whole or in part, for the collection agency fee incurred or to be incurred. A person may not add a fee under this section that:

- (a) Exceeds the collection fee of the private collection agency; or
- (b) Was not authorized in the agreement or contract creating the commercial debt. [2003 c.66 §2; 2007 c.204 §2]

174.109 "Public body" defined. Subject to ORS 174.108, as used in the statutes of this state "public body" means state government bodies, local government bodies and special government bodies. [2001 c.74 §2]

174.116 "Local government" and "local service district" defined. (1)(a) Subject to ORS 174.108, as used in the statutes of this state "local government" means all cities, counties and local service districts located in this state, and all administrative subdivisions of those cities, counties and local service districts.

(b) Subject to ORS 174.108, as used in the statutes of this state "local government" includes:

- (A) An entity created by statute, ordinance or resolution for the purpose of giving advice only to a local government;
- (B) An entity created by local government for the purpose of giving advice to local government and that is not created by ordinance or resolution, if the document creating the entity indicates that the entity is a public body; and
- (C) Any entity created by local government other than an entity described in subparagraph (B) of this paragraph, unless the ordinance, resolution or other document creating the entity indicates that the entity is not a governmental entity or the entity is not subject to any substantial control by local government.

(2) Subject to ORS 174.108, as used in the statutes of this state "local service district" means:

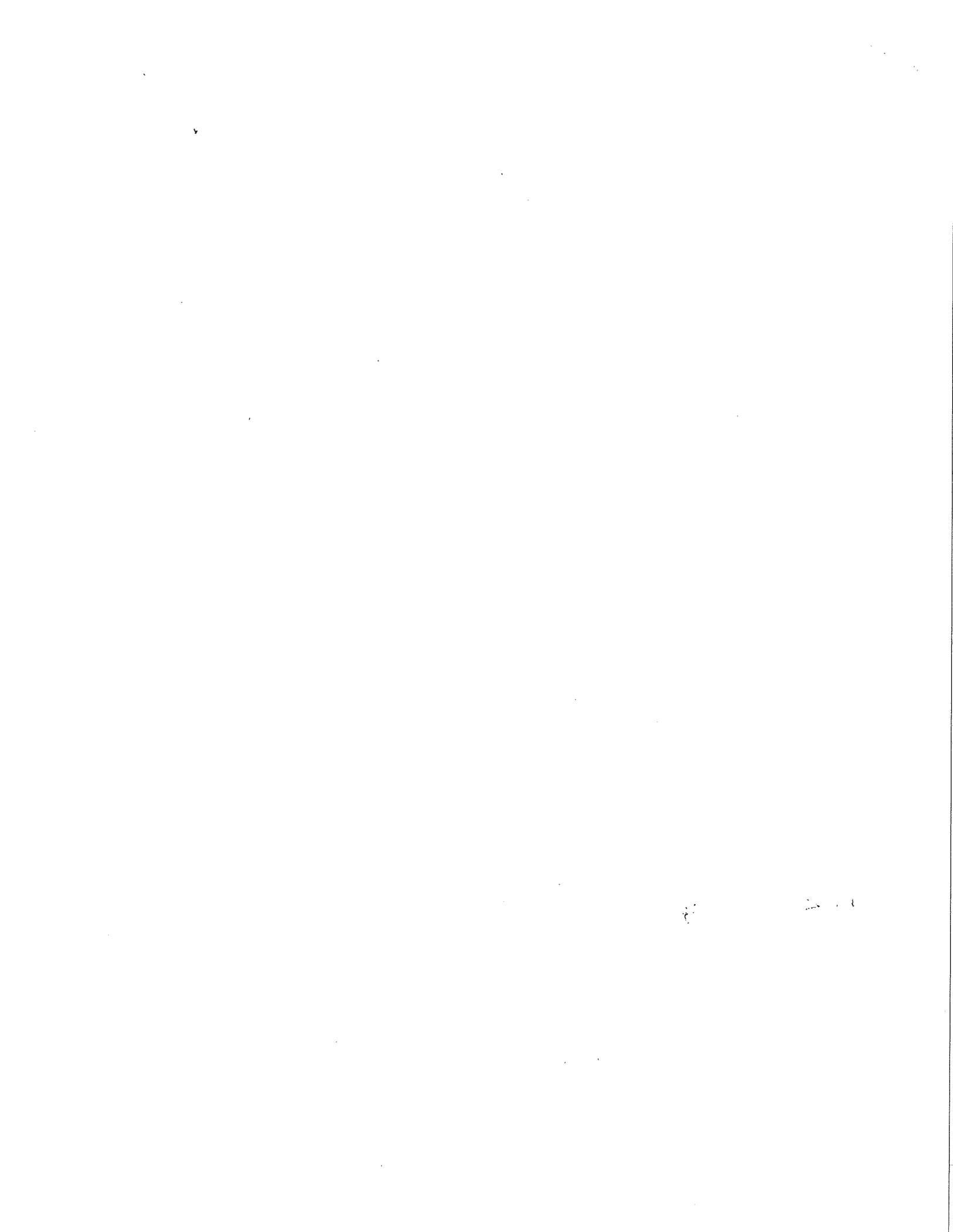
- (a) An economic improvement district created under ORS 223.112 to 223.132 or 223.141 to 223.161.
- (b) A people's utility district organized under ORS chapter 261.
- (c) A domestic water supply district organized under ORS chapter 264.
- (d) A cemetery maintenance district organized under ORS chapter 265.
- (e) A park and recreation district organized under ORS chapter 266.
- (f) A mass transit district organized under ORS 267.010 to 267.390.
- (g) A transportation district organized under ORS 267.510 to 267.650.
- (h) A metropolitan service district organized under ORS chapter 268.

- (i) A translator district organized under ORS 354.605 to 354.715.
- (j) A library district organized under ORS 357.216 to 357.286.
- (k) A county road district organized under ORS 371.055 to 371.110.
- (L) A special road district organized under ORS 371.305 to 371.360.
- (m) A road assessment district organized under ORS 371.405 to 371.535.
- (n) A highway lighting district organized under ORS chapter 372.
- (o) A 9-1-1 communications district organized under ORS 401.818 to 401.857.
- (p) A health district organized under ORS 440.305 to 440.410.
- (q) A sanitary district organized under ORS 450.005 to 450.245.
- (r) A sanitary authority, water authority or joint water and sanitary authority organized under ORS 450.600 to 450.989.
- (s) A county service district organized under ORS chapter 451.
- (t) A vector control district organized under ORS 452.020 to 452.170.
- (u) A rural fire protection district organized under ORS chapter 478.
- (v) A geothermal heating district organized under ORS chapter 523.
- (w) An irrigation district organized under ORS chapter 545.
- (x) A drainage district organized under ORS chapter 547.
- (y) A diking district organized under ORS chapter 551.
- (z) A water improvement district organized under ORS chapter 552.
- (aa) A water control district organized under ORS chapter 553.
- (bb) A district improvement company or a district improvement corporation organized under ORS chapter 554.
- (cc) A weather modification district organized under ORS 558.200 to 558.440.
- (dd) A fair district formed under ORS chapter 565.
- (ee) A soil and water conservation district organized under ORS 568.210 to 568.808 and 568.900 to 568.933.
- (ff) A weed control district organized under ORS 570.505 to 570.575.
- (gg) A port organized under ORS 777.005 to 777.725 and 777.915 to 777.953.
- (hh) The Port of Portland created under ORS 778.010.
- (ii) An airport district established under ORS chapter 838.
- (jj) A heritage district organized under ORS 198.973 to 198.989. [2001 c.74 §7; 2003 c.802 §1; 2007 c.562 §18]

174.117 "Special government body" defined. (1) Subject to ORS 174.108, as used in the statutes of this state "special government body" means any of the following:

- (a) A public corporation created under a statute of this state and specifically designated as a public corporation.
- (b) A school district.
- (c) A public charter school established under ORS chapter 338.
- (d) An education service district.
- (e) A community college district or community college service district established under ORS chapter 341.
- (f) An intergovernmental body formed by two or more public bodies.
- (g) Any entity that is created by statute, ordinance or resolution that is not part of state government or local government.
- (h) Any entity that is not otherwise described in this section that is:
 - (A) Not part of state government or local government;
 - (B) Created pursuant to authority granted by a statute, ordinance or resolution, but not directly created by that statute, ordinance or resolution; and
 - (C) Identified as a governmental entity by the statute, ordinance or resolution authorizing the creation of the entity, without regard to the specific terms used by the statute, ordinance or resolution.

- (2) Subject to ORS 174.108, as used in the statutes of this state "special government body" includes:
- (a) An entity created by statute for the purpose of giving advice only to a special government body;
 - (b) An entity created by a special government body for the purpose of giving advice to the special government body, if the document creating the entity indicates that the entity is a public body; and
 - (c) Any entity created by a special government body described in subsection (1) of this section, other than an entity described in paragraph (b) of this subsection, unless the document creating the entity indicates that the entity is not a governmental entity or the entity is not subject to any substantial control by the special government body. [2001 c.74 §8]



STAFF REPORT

Date Prepared: August 6, 2012

For City Council Meeting on: August 13, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Paul Koch, Interim City Administrator



APPROVED BY: N/A

SUBJECT: Appointing Jordan Osbourn as a volunteer in the Emergency Services Department.

SYNOPSIS: Interim Chief Wells is recommending that Jordan Osbourn be appointed as a volunteer in the Emergency Services Department. There is a six month probationary period that this volunteer will be expected to complete in order to receive permanent status.

RECOMMENDATION: That City Council, by motion, appoint Jordan Osbourn to probationary status in the Emergency Services Department.

Legal Review and Opinion: None required for this action.

Financial Review and Status: The City will take on minimal training expenses for this additional volunteer.

BACKGROUND INFORMATION:

1. Jordan Osbourn has completed all the necessary background and reference checks to qualify as a probationary volunteer in the department.
2. All volunteers in the Department comply with the personnel policy of the City and must be approved by the City Council.
3. This action brings the manpower available to serve the community to 22 members. 15 certified volunteers and 7 probationary volunteers with this appointment.



STAFF REPORT

Date Prepared: August 1, 2012**For City Council Meeting on: August 13, 2012****TO:** Honorable Mayor and City Council**PREPARED BY:** Paul Koch, Interim City Administrator**APPROVED BY:** N/A**SUBJECT:** Approving First Amendment for ICA Services

SYNOPSIS: The original contract for Interim City Administrator Services was for a time period from August 28, 2011 until August 30, 2012. The actual contract was approved and signed on September 14, 2011. The contract payment is for \$5,000 per month plus the cost of a room in a local motel in an amount not to exceed \$1,100 per month. The original contract was reconfirmed on November 18, 2011 with the new City Council and the motel cost was converted to a reimbursement concept.

Over the past few months, City Council has talked about extending the current contract for Interim City Administrator Services. The time has come now for the City Council to take formal action to extend the contract. City Council has discussed this matter and has directed that the First Amendment be brought forward to Council for formal action. The Amendment keeps in place both the monthly cost (\$5,000) and the motel reimbursement (not to exceed \$1,100). Under the terms of the amendment, the final date for Interim services becomes March 30, 2013. Additionally and to provide City Council with maximum flexibility in the hiring of a permanent City Administrator, this contract can be terminated upon 30 days written notice. The contract also anticipates a 30 day transition period to assist the new Administrator.

This matter comes before City Council at this time for formal action.

CITY COUNCIL OPTIONS: City Council has the following options on this issue.

1. Take action to approve the amendment as recommended.
2. Do not approve the amendment.
3. Develop an alternative approach as desired by City Council.
4. Rewrite the amendment.
5. Postpone any action to a later date.

RECOMMENDATION: That City Council, by motion, approve the First Amendment for Interim City Administrator Services as outlined in the attachment and authorize the Mayor to sign the amendment.

Legal Review and Opinion: The City Attorney has prepared the proposed amendment and finds it to be legal.

Financial Review and Status: The cost for this service is \$5,000 per month plus the cost of the local motel room. The cost for the motel room is capped at \$1,100 monthly although the actual costs are running between \$800 and \$900 per month. The adopted 2012-13 Budget was approved anticipating that the ICA would be in place until December 30, 2012 and the new full time City Administrator would be on the job beginning January 1, 2013. There are sufficient funds in the budget to carry out the proposed action.

BACKGROUND INFORMATION:

1. A copy of the proposed amendment is attached to this report for City Council information.
2. A copy of the ICA contract is attached for City Council information.
3. The City Attorney and current ICA will be present to respond to any questions the City Council may have.
4. Preliminary screening has brought the number of possible City Administrator candidates to 5, with about 7 remaining on a back up list. Initially the City began with 34 applicants.

**FIRST AMENDMENT TO
CITY OF CASCADE LOCKS
PERSONAL SERVICES CONTRACT
(Interim City Administrator Services)**

PARTIES: City of Cascade Locks ("City")
140 WaNaPa Street
P.O. Box 308
Cascade Locks, OR 97014

Paul Koch Consulting, Inc. ("Contractor")

RECITALS

1. Contractor was engaged to provide Interim City Administrator services to the City pursuant to Personal Services Contract for Interim City Administrator Services dated September 14, 2011 and re-executed November 18, 2011; and
2. The parties desire to renew the contract for an additional term as specified herein.

NOW, THEREFORE, BASED ON THE MUTUAL PROMISES OF THE PARTIES,
THE PARTIES AGREE AS FOLLOWS:

1. The term of the Contract described in Section 4 is amended to extend the Contract Term from August 30, 2012 to March 30, 2013 Contractor shall be compensated during any extension period as provided for in the Contract.
2. Section 6 (b) of the Contract is deleted and replaced with the following: If this Contract is terminated for cause by the City Council, there shall be no compensation owing to Contractor except Contractor's monthly compensation shall be paid on a prorated basis along with any reimbursable expenses. If the City Council hires a permanent City Administrator, Contractor will continue to provide services under this Contract for 30 days after the permanent City Administrator begins performance of duties, at the end of which 30 day period the Contract shall terminate, even if before March 30, 2013. However, this provision shall not operate to extend the Contract Term beyond March 30, 2013.
3. All other terms and conditions of the Contract remain in full force and effect.

IT IS SO AGREED by the Parties hereto as indicated by the signatures of their authorized representatives:

CITY OF CASCADE LOCKS:

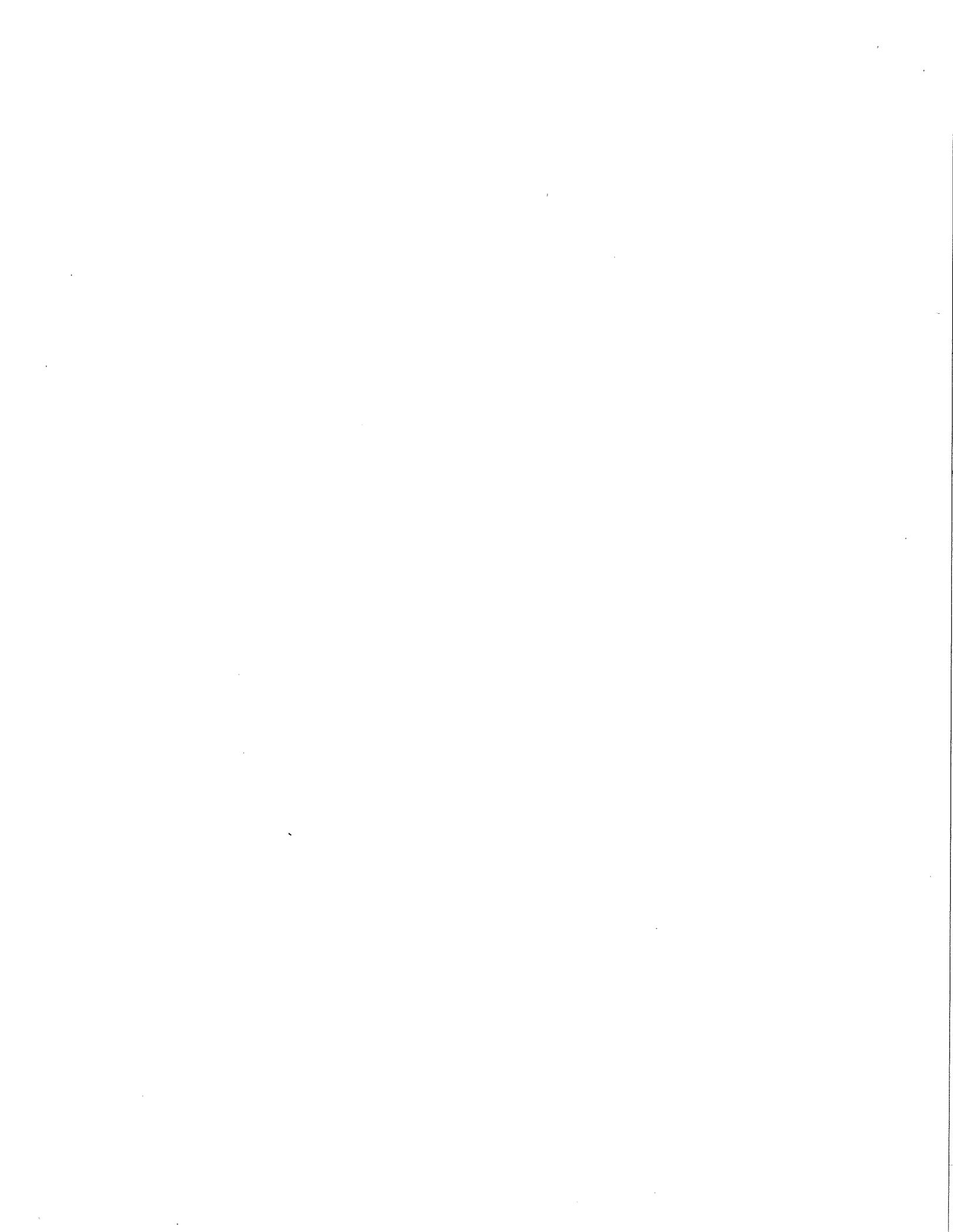
CONTRACTOR:

By: _____

By: _____

Date: _____

Date: _____



**CITY OF CASCADE LOCKS
PERSONAL SERVICES CONTRACT
(Interim City Administrator Services)**

DATE: _____

PARTIES: City of Cascade Locks ("City")
P.O. Box
Cascade Locks, OR 97041

Paul Koch Consulting, Inc. ("Contractor")

RECITALS

A. Contractor is being engaged to provide Interim City Administrator services for the City of Cascade Locks.

B. Contractor's scope of services under this Contract is as set forth in Cascade Locks Ordinance No. 412, attached as Exhibit A" and as further specified in Exhibit B, which will contain a work plan mutually agreed upon by the City Council and Contractor and attached to this Contract following execution. This Contract is entered into pursuant to Cascade Locks Ordinance 305 and Council Resolution No. 1043 as an Intermediate Procurement.

NOW, THEREFORE, BASED ON THE MUTUAL PROMISES OF THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

1. **Statement of Work.** Contractor shall provide the services of City Administrator on an interim basis. Contractor's services will generally consist of carrying out the policy and direction of the City Council and the duties as set forth in Exhibits A and B (the "Work").

Contractor shall provide no less than 40 hours of Work per week.

Contractor, working with the Mayor and City Council along with City Staff, will facilitate the development of a Work Plan (which will be attached as Exhibit B). The Work Plan will set the priorities of Work and contain evaluation criteria to evaluate Contractor's progress and quality of Work. The Work Plan will be reviewed monthly by City Council in a regular City Council meeting.

Contractor shall perform the Work under the supervision of the City Council and in accordance with the terms and conditions of this Contract. Contractor is considered an agent and officer of the City for purposes of the Oregon Tort Claims Act and is, therefore, subject to all protections afforded by the Oregon Tort Claims Act as an officer and agent of the City.

2. All Costs by Contractor: Contractor shall, at its own risk and expense, perform the Work described above and, except as provided in this Contract, furnish all labor, equipment and materials required for the proper performance of the Work.

3. Qualified to Provide Work/Assigned Personnel: Contractor has represented, and by entering into this Contract now represents, that Contractor is fully qualified to perform the service to which he will be assigned in a skilled and workmanlike manner. Contractor shall assign Paul Koch to serve as the Interim City Administrator and to perform the Work.

4. Contract Term: This Contract becomes effective on August 29, 2011, and will continue until August 30, 2012, unless this Contract is extended by mutual written agreement of the parties, or terminated sooner in accordance with its terms. Contract termination does not extinguish or prejudice City's right to enforce this Contract with respect to any default by Contractor that has not been cured.

5. Compensation:

a. City shall pay Contractor at a monthly rate of \$5000.00 for the Work. City will also pay for Contractor's lodging expenses for up to four nights per week of lodging in Cascade Locks, not to exceed \$1,100 per month. Contractor shall arrange with City Finance for the City to pay Contractor's lodging expenses directly.

b. City will not pay for Work performed before August 29, 2011 or after the termination of this Contract.

c. Contractor shall submit monthly invoices to the City for Work performed. The invoices shall describe all Work performed and shall itemize and explain all expenses that this Contract requires City to pay and for which Contractor claims reimbursement. The description of all Work performed shall be in sufficient detail to show the amount of time spent and services provided during each month preceding submission of the invoice.

c. City shall pay Contractor two times per month on the 15th and the last working day of the month. City shall reimburse reimbursable expenses within 30 days of receipt of Contractor's invoice.

6. Termination:

a. This Contract may be terminated by either party by giving 30 days written notice to the other party. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to City all of City's property (including without limitation any Work or products of the Work for which City has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such City property is expressed or embodied at that time. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless City expressly directs otherwise in the notice of termination. Upon City's request, Contractor shall surrender to anyone City designates, all documents, research or objects or other tangible things needed to complete the Work and the products of the Work.

b. If this Contract is terminated by the City Council with cause or if a permanent City Administrator has been hired, there shall be no compensation owing to Contractor except

Contractor's monthly compensation shall be paid on a prorated basis along with any reimbursable expenses.

c. If this Contract is terminated by the City Council without cause, the City agrees to pay a lump sum cash payment to Contractor in the amount of \$5,000.00 as severance. Termination for cause includes but is not limited to the following reasons for termination:

1. Any willful violation of the City's Charter, ordinances, resolutions or policies. This provision is not intended to include non-substantial violations such as minor traffic violations;

2. Failure to follow a lawful directive of the City Council;

3. Commission of a crime in the course of the performance of the duties of City Administrator or commission of any crime that reflects negatively on the City or affects Employee's ability to perform the job of City Administrator as determined by the City Council, in its sole discretion;

4. Violation of City, state, or International City/County Management Association (ICMA) ethics, laws or regulations;

5. Dishonesty in any form, including but not limited to theft, embezzlement, fraud, misappropriation of funds, and intentional and material misrepresentation to the City Council;

6. Willful or repeated violation(s) of any personnel rules as they currently exist or are subsequently added or modified;

7. Any conduct that materially affects the Employee's ability to perform the job of City Administrator as determined by the City Council, in its sole discretion; or

8. Neglect of duty and excessive absence.

7. Independent Contractor Status:

a. Contractor shall perform all Work as an independent Contractor under the supervision of the City Council. The City reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work product, however, the City may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

b. Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

8. Assignment and Subcontracts: Contractor shall not assign this Contract or subcontract any portion of the work without the written consent of City, which consent may be withheld

in the City's sole discretion. Any attempted assignment or subcontract without written consent of City shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract shall not create any Contractual relation between the assignee or subcontractor and City.

9. Governing Law; Venue; Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, suit or proceeding between City and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Hood River County for the State of Oregon or, if the claim, action, suit or proceeding must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

10. Merger Clause; Waiver. This Contract and attached exhibits, if any, constitute the entire agreement between the parties on the subject matter hereof. To the extent the terms of this Contract conflicts with the attached exhibits, the terms of this document control. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind all parties unless in writing and signed by both parties and all necessary approvals have been obtained.

11. Amendments. No amendment to this Contract is effective unless it is in writing signed by the parties.

12. Confidentiality. Contractor will have access to certain information that is confidential and proprietary to the City (the "Confidential Information"). Contractor agrees that the Confidential Information is to be considered confidential and proprietary to the City and Contractor shall hold the same in confidence and shall not use the Confidential Information other than for the purposes of performing the Work under this Agreement. Contractor shall not disclose, publish or otherwise reveal any of the Confidential Information received from the City to any other party whatsoever except with the specific prior written authorization of the City. The obligations with respect to Confidential Information shall survive termination of this Agreement.

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR

CITY

Paul Koch Consulting, Inc.

City of Cascade Locks

Paul Koch 9-14-11
Paul Koch date

[Signature] 9-14-2011
Mayor date

Title: N/A

STAFF REPORT

Date Prepared: August 6, 2012**For City Council Meeting on:** August 13, 2012**TO:** Honorable Mayor and City Council**PREPARED BY:** Paul Koch, Interim City Administrator**APPROVED BY:** N/A**SUBJECT:** Recommendations regarding improvements to sound and picture in City Council Chambers

SYNOPSIS: For some time now, the City has recognized that there are some system difficulties both with the microphones and cameras when televising the meetings from City Hall. Complaints have been received regarding the sound, all the wires lying on the floor, the picture, all the clutter in the corner. For some time the City has been aware that the equipment is old, in some cases unrepeatable and that it does not function properly. For at least the last two years the City budget has contained an amount (\$5,000) to fix the problem as well as make some improvements in the room itself such as remove the paneling, paint the walls etc.

At City Council direction, staff worked with Best Buy to get an analysis from Best Buy as to what solutions might work. Additionally, staff had another company look at the situation and make a recommendation. Best Buy sent their technicians to look at the room and they recommended a solution that would cost \$8-10,000. The other firm that looked at the room and the equipment recommended a \$55,000 solution.

At that point, the issue was reviewed with the City's computer consultant, Dave Cunningham, who had made a recommendation a few years ago that was not acted upon. The computer consultant came up with a proposal that would cost \$3,495.37. The proposal is attached for City Council information. This matter has been reviewed with the Port of Cascade Locks, who had indicated an interest in helping to pay for meeting room enhancements as they also use the room for their regular meetings.

This issue comes to City Council at this time for discussion and direction. This is not a decision item at this time. It is planned that once the discussion is held; staff will return a final recommendation and budget for City Council action at some future date. Additionally, there are a series of issues that Council must provide direction for that will be reviewed at this time.

CITY COUNCIL OPTIONS: The City Council has at least the following options in dealing with this issue.

- A. Do nothing at this time.
- B. Direct staff and computer consultant to bring a formal recommendation for action at the next City Council meeting.
- C. Authorize staff to proceed with the work as outlined.
- D. Other action as may be desired by the City Council.
- E. Have the presentation and discussions then provide direction to staff.

RECOMMENDATION: That City Council hold the discussions and then provide appropriate direction to staff regarding this issue.

Legal Review and Opinion: None at this time.

Financial Review and Status: \$5,000 has been approved as a planned expenditure in the 2012-13 budget (Property portion of the Capital Reserve Fund). And these funds can be used for this enhancement. The projected cost for the recommended enhancements is \$3,495.37.

BACKGROUND INFORMATION:

1. A copy of the Computer Consultant's recommendations is attached for City Council information. Computer Consultant Dave Cunningham will be present at the meeting to walk City Council through these recommendations and the related questions about the operation of the system in the future.
2. The proposed enhancements will provide the City with the ability to televise the meetings from the City Council Chambers as well as allow for off-site meetings to be televised, put on a CD or other uses. This proposal would eliminate the wires on the floor; improve the sound system, enhance the camera quality and provide a camera and sound for remote use.
3. A copy of a number of questions that must be answered by the City Council is also attached for City Council information.

COUNCIL CHAMBERS AUDIO/VIDEO RECOMMENDATIONS

25-Jul-12

2 – Voice Tracker I Array Microphones, installation in Council Chambers. – Custom Cabling	\$ 498.00
1 – Voice Tracker I Array Microphone, for remote recording.	\$ 100.00
1 – Behringer XENYX502, 5 channel mixer, installation in Council Chambers.	\$ 249.00
1 – Panasonic HC-V700MK camcorder to record, will mount on existing tripod. (can also be used to record remote meetings)	\$ 40.37
1 – Computer Server – this will accommodate multiple issues. a. Can broadcast meeting live. b. If you choose to delay the broadcast, this will allow us to take the recording cartridge from the camera and transfer the recording to the server without interrupting one of our other computers whether on site recording or remote recording. c. This will serve as our security server where our security cameras will feed into and record the video of various locations.	\$ 1,494.00
– Estimated Labor	\$ 250.00
	\$ 3,495.37

Questions for Council:

1. Do you want the meeting broadcasted same night or delayed broadcast?
2. What quality of product do you want to provide to the customer when requesting copy of the meeting?
 - a. The quality of output to channel 23 cannot be increased.
 - b. The quality of the meeting to another media source can be increased to 720p.
3. Do you want to permanently mount 3 cameras in chambers and use the camcorder for remote locations only?
 - a. If you mounted cameras permanently, there would be no need to have a person manually moving the cameras. The cameras would be moved by a person sitting in front of a keyboard and would not have to be in the same room as the meeting.

\$ 3,495.37

QUESTIONS TO GUIDE THE BASIC PROPOSAL:

1. Do you want to continue broadcasting the meetings live over channel 23?
2. Do you want to delay/repeat broadcasting of the meetings over channel 23?
3. Do you want the ability to play other media on channel 23? (i.e school programs, city events, emergency messaging etc.)
4. What type of media (dvd, flash drive, website etc.) do you want to provide citizens that provide record requests for copies of meetings?

QUESTIONS EXCEEDING THE BASIC PROPOSAL:

5. Do you want to upload the meetings onto a server and provide a link on the City website for citizens to download then view later? (There would be an additional server cost depending on how many people view the meetings).
6. Do you want to upload the meetings to a streaming server for citizens to watch the meetings live on a computer? (There would be an additional cost to use the streaming server depending on how many people view the meetings).
7. Do you want to upload the meetings to a streaming server for citizens to watch the meetings on demand from a computer? (There would be an additional cost to use the streaming server depending on how many people view the meetings).

Example of monthly pricing:

Approximate You Tube Quality	75 views	5GB	\$15.00	Overage \$3.00GB
Approximate Netflix HD Quality	5 views	5GB	\$15.00	Overage \$3.00GB

Prices vary from \$15-\$350 a month depending on the GB transfer.

STAFF REPORT

Date Prepared: August 6, 2012

For City Council Meeting on: August 13, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Paul Koch, Interim City Administrator



APPROVED BY: N/A

SUBJECT: Hydrology Report related to water capacity of the City

SYNOPSIS: Over the past few months it has been determined that the City needs to have a complete hydrology report done to assist in determining the actual amount of water the City has and can deliver to the community as well as to Nestle should that opportunity materialize. This item was also discussed at a couple of the JWGED meetings.

The City is in receipt of a proposal to do the hydrology report for \$3,900. This study will provide the information necessary to assist in the due diligence effort regarding the Nestle opportunity as well as certifying exactly the level of water resource the City has. This research will also be very valuable in the development of the updated water system master plan.

Right now the priority need is for this work to be done in relation to the Nestle opportunity.

This issue comes to City Council for discussion and to provide staff with Council desired direction on this matter. This is not an action item.

CITY COUNCIL OPTIONS: The City Council has at least the following options in dealing with this issue.

- A. Direct staff to do nothing on this matter.
- B. Direct staff to come back at the next City Council meeting with a recommendation for action.
- C. Other action as may be desired by City Council.

RECOMMENDATION: That City Council discuss this issue and provide Staff with direction to proceed as desired by City Council.

Legal Review and Opinion: None required at this time.

Financial Review and Status: The required funding for this project will come from the Water Department operating budget. Staff is of the opinion that by charging this project to Contract Services Miscellaneous, which is not, funded the expense can be tracked. By carefully managing the rest of the Water Department budget appropriate savings can be generated to cover the cost of this project. The other option would be to do an end of the year adjustment and transfer funds to cover this project from either Capital Reserves or other yet to be determined savings within the water budget. The bottom line is that Staff is of the opinion funds to cover the cost of this project can be found.

BACKGROUND INFORMATION:

1. A copy of the proposed hydrology project is attached for City Council information.



Contract Order

Contract No.: 1 (revised)	Project No.: 120117	Date: July 3, 2012
----------------------------------	----------------------------	---------------------------

Client: City of Cascade Locks

Project Name: Groundwater Source Yield Capacity

Description of Work	Cost
<p>The purpose of this contract order is to assist the City of Cascade Locks (City) to assess the yield capacity of the existing well field (comprised of 2 wells) and groundwater source as part of the City's due diligence evaluation of an economic development opportunity. To maximize use of available data and tailor to site conditions, we recommend proceeding with the following tasks in a phased approach to complete this work.</p> <p>Task 1 – Compile and Review Available Well/Aquifer Yield Data – evaluation of existing well logs, hydrogeologic and water quality data, City records on well yield/testing, and work completed by Nestle's consultant (PGG), including results of a brief pumping test of City Well No. 1. The review will evaluate whether existing data are sufficient to assess well and aquifer source yield or if additional data collection (e.g., a longer-term pumping test) is necessary. An initial summary of results and recommendations will be provided to the City verbally and by email.</p> <p>Task 2 (Optional) – Conduct a Site Visit – If additional data collection is warranted, this task will be completed to assess well field layout, inspect well head for instrumenting a pumping/yield test, determine options for discharge, and meet with City representatives to scope a testing program to minimize impacts to City supply.</p> <p>Task 3 – Reporting – If existing data are sufficient to complete the evaluation, a brief technical memorandum will be prepared documenting results of the data review under Task 1 and providing evaluation of whether source capacity is sufficient to accommodate increased water demand while meeting current and projected City demands. If existing data are not sufficient for this evaluation, reporting will instead provide recommendations for a pumping test program to assess well efficiency and determine aquifer yield capacity, including a description of the scope and estimated cost for implementing the testing program.</p>	<p>Estimated Costs:</p> <p>Task 1: \$1,400 Task 2: \$1,500 Task 3: \$1,000 Total \$3,900</p> <p>To be billed on a time and materials basis.</p>

This contract order incorporates the attached Terms and Conditions and Schedule of Charges. Except as amended above, these terms, conditions, and rates apply to this contract order.

ASPECT CONSULTING, LLC	<p>By: </p> <p>Printed Name: Timothy J. Flynn Principal Hydrogeologist</p>
CLIENT	<p>By:</p> <p>Printed Name/Date:</p>

W:\120117 GW Source Yield Capacity\Contracts\Proposal Material\City of Cascade Locks CO #1.docx

Aspect Consulting, LLC

Terms and Conditions

1. RIGHT OF ENTRY AND PROPERTY RESPONSIBILITY

The Client will obtain right of entry to the property where the Services are to be performed ("Property"). The right of entry shall allow Aspect Consulting and its subcontractors to enter the Property to perform the Services. Aspect Consulting is responsible for its own activities, but has no responsibility for the Property, for third party safety precautions, or for the safety or control of third parties.

2. SUBSURFACE RISKS AND SITE DAMAGES

Client recognizes special risks exist whenever professional consulting services are employed to determine the composition of a site's subsurface or to determine the existence or non-existence of any man-made or natural subsurface features, including, but not limited to, hazardous substances. Client shall disclose to Aspect Consulting all known conditions, substances, or features in writing or in maps, plans or drawings. Even with adequate disclosure by Client, Client acknowledges that the use of exploration and testing equipment may unavoidably damage or alter the Property surface or subsurface and Client accepts this risk. Client assumes responsibility for claims and/or damages arising from changed or differing site conditions or to subsurface structures, including buried utility lines, pipes, tanks, tunnels, or other conditions and agrees to hold harmless, defend and indemnify Aspect Consulting and its subcontractors from any such claims and/or damages, including attorney fees, except to the extent directly caused by the negligence of Aspect Consulting or its subcontractors.

3. HAZARDOUS SUBSTANCES

Client shall provide Aspect Consulting with all information available to Client concerning past and present use of the Property and the nature and extent of any known or suspected hazardous substances or conditions, prior to Aspect Consulting performing the Services. Unless expressly stated otherwise in the Agreement, Client acknowledges that Aspect Consulting has no liability as a generator, operator, transporter, disposer, or arranger of the transportation and/or disposal of hazardous substances from the Property. Client agrees to hold harmless, defend and indemnify Aspect Consulting and its subcontractors from any claims and/or damages, including attorney fees, arising out of the presence, release, or threatened release of hazardous substances on or from the Property, except to the extent directly caused by the negligence of Aspect Consulting or its subcontractors.

4. SLOPE STABILITY

Client recognizes risks are inherent with any site involving slopes. Client accepts full responsibility for these risks. Client acknowledges that the information obtained or recommendations made by Aspect Consulting may help to reduce Client's risk but no amount of engineering or geologic analysis can assure slope stability. Therefore, Client agrees to hold harmless, defend and indemnify Aspect Consulting and its subcontractors from any claims and/or damages, including attorney fees, arising out of or related to slope movement, except to the extent directly caused by the negligence of Aspect Consulting or its subcontractors.

5. SAMPLE DISPOSAL / WELL DECOMMISSIONING

5.1 Aspect Consulting may dispose of any samples obtained from the Property 30 calendar days after the issuance of any document that includes the data obtained from the sample, unless other arrangements are mutually agreed upon in writing. Unless expressly stated otherwise in the description of Services, the disposal cost for samples is not included in any cost estimate for the Services. Client acknowledges the difficulty in determining disposal costs in advance and authorizes Aspect Consulting to bill Client for expenses incurred in disposing of samples obtained from the Property.

5.2 Any wells installed as part of Aspect Consulting's work may later need to be properly decommissioned and recorded in accordance with applicable law. Unless expressly stated otherwise in the description of Services, well decommissioning and recording are not included in the Services to be performed by Aspect Consulting.

6. OWNERSHIP OF DOCUMENTS / WORK PRODUCT

6.1 Data, reports or information provided by Aspect Consulting under this Agreement shall only become the property of Client upon full payment for the Services. After full payment, Aspect Consulting shall retain joint ownership of all such information. Aspect Consulting shall retain copies of the original electronic files and/or hardcopy versions of information provided by Aspect Consulting or by Client. Aspect Consulting's originals shall govern in the event of any dispute regarding the content of electronic media furnished to others.

6.2 All reports prepared by Aspect Consulting under this Agreement are intended solely for the Client and apply only to the Services. Any use or reuse by Client for purposes outside of this Agreement is at the sole risk of Client and without liability to Aspect Consulting. Aspect Consulting shall not be liable for any third parties' use of the deliverables provided by Aspect Consulting.

6.3 Aspect Consulting is entitled to rely upon the completeness and accuracy of reports, documents, drawings, plans and other information furnished by Client concerning the Property or the project that is the subject of this Agreement.

6.4 In the event Aspect Consulting is required to respond to legal process related to the Services for Client, Client agrees to reimburse Aspect Consulting its current hourly charges for personnel involved in the response and attorney fees reasonably incurred in obtaining advice concerning the response, preparation to testify, and appearances related to the legal process, travel and all reasonable expenses associated with the litigation.

6.5 Unless a different time period is stated in the Agreement, Aspect Consulting shall retain records in accordance with Aspect Consulting's records retention policy.

7. PAYMENT TERMS

Invoices shall be submitted to Client upon completion of the Services, or if Services extend beyond 30 days, on a monthly basis for the preceding months work. Billing corrections must be requested within 30 days of invoice date. Payment terms are net 30 days from the date of invoice. All overdue payments are subject to an additional interest and service charge of one and one-half percent (1.5%) (or the maximum rate permissible by law, whichever is lesser) per month or portion thereof from the due date until the date of payment. All fees will be charged or billed directly to Client. Aspect Consulting will not bill a third party without a statement, signed by the third party, accepting payment responsibility. In the event a third party fails to pay, Client shall remain liable for all unpaid invoices for the Services. Aspect Consulting may suspend work and/or withhold delivery of data for Services in the event Client fails to pay its invoices. Client shall be responsible for all costs and expenses of collection including reasonable attorney's fees.

8. PERFORMANCE AND WARRANTY LIMITATION

Aspect Consulting will perform all Services consistent with recognized standards of professionals in the same locality and involving similar conditions. **ASPECT CONSULTING MAKES NO OTHER WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES.** No representative of Aspect Consulting is authorized to give or make any other representation or warranty in any way, in connection with the Services. Aspect Consulting shall not be liable for any failure or delay in performance by Aspect Consulting resulting, in whole or in part, from any cause beyond the reasonable control of Aspect Consulting.

9. INSURANCE / LIMITATION OF LIABILITY

9.1 Aspect Consulting maintains primary General Liability Insurance for bodily injury and property damage with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. Aspect Consulting maintains Professional Liability Insurance to provide coverage for liability resulting from professional errors and omissions.

9.2 Aspect Consulting's liability to Client for bodily injury or property damage covered by Aspect's General Liability Insurance policy shall be limited to the proceeds available from the primary General Liability Insurance policy. The liability of Aspect Consulting, its manager, members, professionals, employees, and subcontractors to the Client for damages, including attorney fees, resulting from an act, error or omission in providing or failing to provide professional services, whether based in tort or in contract, shall be limited to the greater of \$50,000 or the amount of compensation paid to Aspect Consulting under this Agreement, unless higher limits are agreed upon in writing. In no event shall either party be liable to the other party, for any consequential or incidental damages, including, without limitation, damages for loss of income, loss of profits and/or loss or restriction of use of the Property.

10. TERMINATION

Suspension or termination of all or any part of the Services may be initiated by Client; however Client shall be responsible for all fees owed Aspect Consulting for Services performed by Aspect Consulting, including all direct costs and all expenses incurred or committed that cannot be cancelled without penalty as well as reasonable termination expenses, prior to Aspect Consulting's receipt of written notice from Client. Either party may terminate this Agreement for cause in the event of the other party's substantial or material failure to perform in accordance with the terms hereof, through no fault of the terminating party. Except for termination arising out of delinquency in payment, a termination for cause shall not be effective unless: (i) not less than seven days' written notice of intent to terminate has been provided; (ii) the notice specifies all reasons for the termination; and (iii) the notified party is given an opportunity to consult with the terminating party to discuss the termination and to cure the substantial failure before the expiration of the period specified in the written notice.

11. MISCELLANEOUS PROVISIONS

11.1 These Terms and Conditions, together with the Contract Agreement, the Schedule of Charges, and any additions or revisions agreed upon in writing by the parties, form the entire Agreement and control over all previous communications, representations, or agreements, either verbal or written, between Client and Aspect Consulting.

11.2 Client and Aspect Consulting agree to use their best efforts to resolve any disputes, claims or other matters in controversy arising under or related to this Agreement.

11.3 These Terms and Conditions shall be governed by the laws of the State of Washington. The sole venue for any legal action related to this Agreement shall be King County, Washington.

11.4 The unenforceability of any term or condition herein shall not affect the validity or enforceability of the remainder to these Terms and Conditions; the intent of the parties being the provisions be severable. The section headings of these Terms and Conditions are intended solely for convenience and do not define or affect these Terms and Conditions or their interpretation. No waiver by either party of any provision, term or condition hereof or of any obligation of the other party hereunder shall constitute a waiver of any subsequent breach or other obligation.

Effective January 2012

**ASPECT CONSULTING, LLC
SCHEDULE OF CHARGES**

Unless otherwise stated in the proposal or services agreement, current rates are as follows:

Personnel Charges – Engineers and Scientists

Principal	\$179.00 to \$186.00/hour
Sr. Consultant.....	\$175.00/hour
Sr. Associate	\$165.00/hour
Associate.....	\$155.00/hour
Senior	\$134.00/hour
Sr. Project.....	\$124.00/hour
Project.....	\$113.00/hour
Sr. Staff.....	\$98.00/hour
Staff.....	\$86.00/hour
Technician.....	\$70.00/hour
Legal Testimony (4-hour minimum).....	\$300.00/hour

Other Personnel and Disbursement Charges

Sr. GIS/CAD Specialist	\$94.00/hour
GIS/CAD Specialist.....	\$84.00/hour
Project Assistant.....	\$69.00/hour
Four-wheel Drive Field Vehicle	\$100.00/day (w/up to 100 miles)
Mileage	federal gov't rate plus 15%
Subcontractors and Miscellaneous Expenses.....	cost plus 15%
Communications Charge (phones, fax, computer, in-house [B/W] reproduction, mailing).....	4% of total labor

Oversize CAD/GIS Plots..... \$2.00/Sq. Ft.

Other equipment rental and expenses will be provided on a per job basis.