

# CITY of CASCADE LOCKS

## AGENDA

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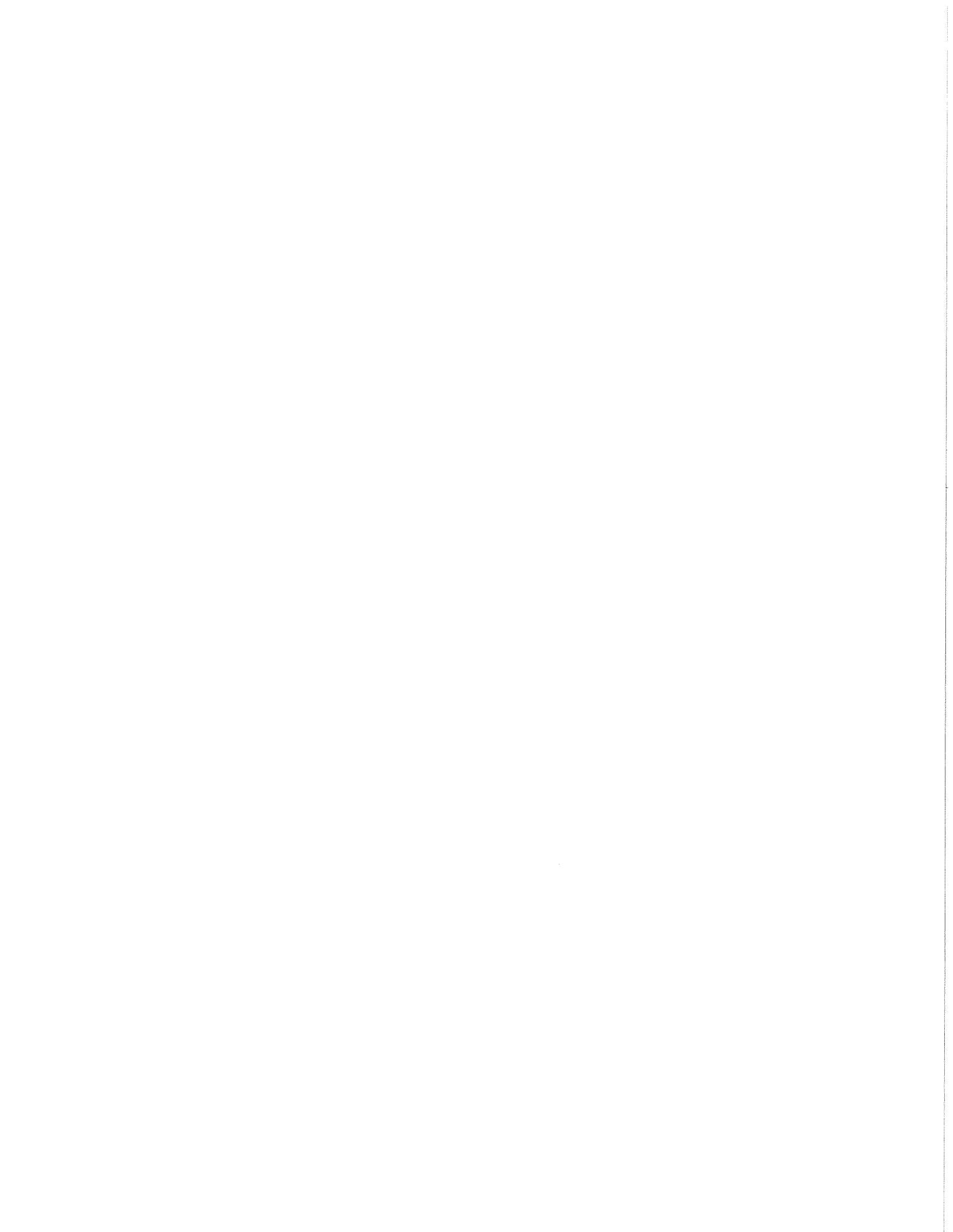
**CITY COUNCIL MEETING, Monday, October 12, 2015, 7:00 PM, CITY HALL**

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

1. **Call to Order/Pledge of Allegiance/Roll Call.**
2. **Additions or amendments to the Agenda.** (The Mayor may add items to the agenda after it is printed and distributed only when required by business necessity and only after an explanation has been given. The addition of agenda items after the agenda has been printed is otherwise discouraged.)
3. **Adoption of Consent Agenda.** (Consent Agenda may be approved in its entirety in a single motion. Items are considered to be routine. Any Councilor may make a motion to remove any item from the Consent Agenda for individual discussion.)
  - a. **Approval of September 28, 2015 Minutes.**
  - b. **Ratification of the Bills in the Amount of \$ 207,131.76.**
4. **Public Hearings.**
5. **Action Items:**
  - a. **Appointment to Committees.**
  - b. **Approve Contract Extension with Anderson/Perry.**
  - c. **First Reading of Ordinance No. 440 Regulating Electric Sales.**
  - d. **Approve Employment Contract With City Administrator.**
6. **Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community.** (Comments on matters not on the agenda or previously discussed.)
7. **Reports and Presentations.**
  - a. **City Committees.**
  - b. **Neutral Ground Mediation Services.**
  - c. **City Administrator Zimmerman Report.**
8. **Mayor and City Council Comments.**
9. **Other matters.**
10. **Executive Session: ORS 192.660 (2) (d) Labor Negotiations**
11. **Adjournment.**

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



1. **Call to Order/Pledge of Allegiance/Roll Call.** Mayor Cramblett called the meeting to order. CM's Groves, Randall, Fitzpatrick, Walker, Busdieker, Rutherford, and Mayor Cramblett were present. Also present were City Administrator Gordon Zimmerman, City Recorder Kathy Woosley, Finance Officer Marianne Bump, City Attorney Ruben Cleaveland, Carlos Smith, Margie Kalama, Ed del Val, Whitney Jackson, Klairice Westley, Leesa Rutherford, Ray Cless, Holly Wells, Karen Troeger, Dave Palais, and Camera Operator Betty Rush.
2. **Additions or amendments to the Agenda.** CA Zimmerman said he would like to pull agenda item 5.b.
3. **Adoption of Consent Agenda.**
  - a. **Approval of September 14, 2015 Minutes.**
  - b. **Ratification of the Bills in the Amount of \$ 71,651.93.**

Mayor Cramblett read the list of items on the Consent Agenda. **Motion:** CM Busdieker moved, seconded by CM Randall, to approve the Consent Agenda. The motion passed unanimously by CM's Groves, Randall, Fitzpatrick, Walker, Busdieker, Rutherford, and Mayor Cramblett.
4. **Public Hearings.** None.
5. **Action Items:**
  - a. **Appointment to Committees.** None.
  - b. **Approve Resolution No. 1336 Increasing Industrial Electrical Rates.** (This item was pulled from the agenda).
  - c. **Approve Resolution No. 1337 Authorizing Payment on the Fire Department Command Vehicle.** **Motion:** CM Fitzpatrick moved, seconded by CM Randall, to approve Resolution No. 1337 as presented. CM Randall asked if this amount covered the transfer of radio, lights, etc. CA Zimmerman said this resolution covers the cost of the vehicle. He said we don't have the other costs yet but should come in well below the allotted amount for the vehicle. The motion passed unanimously by CM's Groves, Randall, Fitzpatrick, Walker, Busdieker, Rutherford, and Mayor Cramblett.
  - d. **Approve Resolution No. 1338 for Water System Improvement Project Interim Financing.** **Motion:** CM Fitzpatrick moved, seconded by CM Randall, to approve Resolution No. 1338 authorizing the issuance of a water revenue bond and directing the publishing of a notice of intent to issue a water revenue bond in compliance with Oregon statutes and evidencing its official intent to reimburse capital expenditures. The motion passed unanimously by CM's Groves, Randall, Fitzpatrick, Walker, Busdieker, Rutherford, and Mayor Cramblett. CM Fitzpatrick said this is an important issue facing the City and it is good to see it getting started.
  - e. **Approve OLCC Event License for Thunder Island Brewery Two Year Anniversary Party.** **Motion:** CM Busdieker moved, seconded by CM Rutherford, to approve the OLCC application from Thunder Island Brewery for a two day celebration of its two year anniversary. CM Fitzpatrick questioned the impacts for the Port of Cascade Locks. CA Zimmerman explained that the Port of Cascade Locks had already approved the event. The motion passed unanimously by CM's Groves, Randall, Fitzpatrick, Walker, Busdieker, Rutherford, and Mayor Cramblett.
  - f. **Approve Ordering Back Up 500 kva Pad Mount Transformer.** CA Zimmerman explained the need for a back-up transformer and the immediate need to repair the transformer at the school. **Motion:** CM Fitzpatrick moved, seconded by CM Randall, to approve the purchase of a 500 kva 120/208 pad mount transformer not to exceed \$12,000. CM Busdieker asked where the money would come from in the budget. CA Zimmerman explained transformers were budgeted but Council needs to approve the expenditure. CM Groves asked if we have had back up transformers in the past. CA Zimmerman said we are using all the ones we have, trying to get rid of the smaller old ones and replace with a 500 kva. He said we will need the 500 kva with the growth and development that is coming. Mayor Cramblett said he thought there was only \$7,000 budgeted for transformers. CA Zimmerman

explained this is considered a system upgrade and will come out of the reserve amount. He said this transformer will give the flexibility that is needed if a transformer goes out. The motion passed unanimously by CM's Groves, Randall, Fitzpatrick, Walker, Busdieker, Rutherford, and Mayor Cramblett.

**g. Approve Ordering Replacement Turnouts for Emergency Services Department. Motion:**

CM Busdieker moved, seconded by CM Randall, to approve the request to purchase two sets of fire turnouts totaling \$3,812.00. CM Groves said there aren't very many volunteers and asked how many sets of turnouts we have. CA Zimmerman said there is a five-year plan to replace the turnouts and would be replacing the two worn out turnouts. The motion passed unanimously by CM's Groves, Randall, Fitzpatrick, Walker, Busdieker, Rutherford, and Mayor Cramblett.

**h. Approve Purchase of Accounting Server. Motion:** CM Busdieker moved, seconded by CM Randall, to approve the purchase of a new server not to exceed \$7,000.00. CM Busdieker said if the server is showing signs of failing it is better to replace sooner than later. Mayor Cramblett asked about protection from power surges. FO Bump said the surge protectors in place are working. The motion passed unanimously by CM's Groves, Randall, Fitzpatrick, Walker, Busdieker, Rutherford, and Mayor Cramblett.

- 6. Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community.** Confederated Warm Springs Tribal Council Member Carlos Smith said the Tribal Council passed a motion to send a letter to Governor Brown asking her to slow down the process to involve the Tribes in the Nestlé project. He said a letter was sent to the Port or the City asking for the status of the Nestlé project and asked that the Tribe be consulted.

Mr. Smith said he would now give his own opinion on the Nestlé project. He said it is important for everyone to slow down and understand that Wasco Village was on Herman Creek and Oxbow Springs, at the time of the treaty, and resided there until they were asked to move for the fish hatchery to be put there. He explained the reason for the fish hatchery to be built there was to mitigate the loss of salmon due to the dam going in. Mr. Smith said this was tough for our people. He said after his tribe was incorporated they had asked for an in-lieu site to be built there. He said there was a lot of resistance to that so the in-lieu site was built where it is today (west end of the Port of Cascade Locks property). Mr. Smith said there are a number of people in Warm Springs that are upset with this due to the ties to the history of the old village site at Oxbow Springs, ties to the Columbia River, and the fish that comes out of the fish hatchery.

Mr. Smith said the weather is changing with the warmest temperatures on the Columbia River in history. He said many fish have been lost due to warm water temperatures. He said Oxbow Springs is an asset to that fish hatchery with the access to cold water.

Mr. Smith said the four tribes have worked hard for fifty years with several agencies to rebuild the salmon runs that were lost. He said there were 20-30 million salmon that used to run and now people are excited when there is a million today. He said they feel they are beginning to gain traction on the programs that were put in place. He said fish hatcheries are a way to supplement the returned salmon. Mr. Smith said he is speaking from his heart.

CA Zimmerman said the City would like to speak with the Warm Springs Tribe when the time is right. Mr. Smith said there does need to be more dialogue and his people are very concerned. CM Busdieker said at a recent meeting with Gorge Fish Alliance information was given that an estimated 80% of the fish that passed Bonneville Dam never made it to Idaho due to warm temperatures in the Columbia River. Mr. Smith said cold water is needed for the fish to acclimate. He said the treaty allows the Native Americans to fish for salmon as long as the Columbia River runs. He said his people subsist on salmon fishing.

Mayor Cramblett asked Mr. Smith to do what he could do to set up a conversation between Tribal Council and the City. Mr. Smith asked if Resolution No. 1338 for the water system improvement project increased the water capacity for a water swap with Nestlé. CA Zimmerman said it does not. He said the water improvement project is to replace the leaks in the system. He said an archeological review has been done but if during the project artifacts are found work will stop.

Mr. Smith asked why the State of Oregon did not have any public comment on the water swap. CA Zimmerman explained there was a 30-day comment period after the application was made and there will be another 30-day comment period when the preliminary decision is made. CA Zimmerman said he does not know when the preliminary decision will be made.

Klairice Westley asked who performed the cultural site testing and the environmental study. CA Zimmerman said the archeological review for the water system (not Nestlé and not Oxbow Springs) was done by Archeological Investigations NW, Inc. He explained letters were sent, including projected plans, to all of the Tribes asking for their comments. He said an old glass insulator was found but no Native findings. He said there hasn't been any testing at the Port industrial site.

Ms. Westley said they had a rally in Salem on September 16 and submitted several thousand signatures to the Governor and a couple of thousand more to forward to her tomorrow. She said we are making it very clear that we oppose the Nestlé project. She said the economic downfall for tribal fishermen will be devastating. She said while there is 70% unemployment on the Reservation there are fishermen that live here and fish all the time, which is their livelihood. Ms. Westley said if this goes through, the salmon die, and the fishermen can't harvest the fish, the social services will be burdened. She said all this has to be considered and does not justify the jobs Nestlé is supposed to create. Ms. Westley asked how people would feel if the Tribes were taking your jobs for profit. She said her people are willing to chain themselves to the trees at Oxbow Springs. She said they will not stop fighting. She urged Council to explore other areas of economic development that will create jobs and not damage an entire group of people or the environment.

Ms. Westley said the first letter from the Tribes should have been enough to stop this and asked each Councilor to respond to her question asking them if they were going to continue to go through with this. City Attorney Cleaveland said this is a time for public comment and not questions and answers. Mayor Cramblett said the Council is still saying that we are going to pursue this. He said the Council sees this as a win-win opportunity for everyone including the fish.

**7. Reports and Presentations.**

**a. City Committees.** None.

**b. City Administrator Zimmerman Report.** CA Zimmerman said he was approached about putting a quilt block in front of City Hall for the Quilt Block Trail. He said JoAnn Wittenberg has offered to write a grant to cover the cost of the 8' x 8' block. There was consensus of Council. CA Zimmerman gave Council the estimate to repair the OEO car. CM Rutherford said there should have been a compression check on the motor because if the car is using the oil it will cost a lot more than the estimate given. CR Woosley said there weren't any oil leaks in the parking lot. There was Council direction to surplus the car as it wasn't worth the amount to fix it. There was direction to proceed with the Parking Workshop. CA Zimmerman reported on crosswalks and reminded everyone of the Fire/EMS Appreciation Potluck Dinner at the fire hall on October 5<sup>th</sup>.

**8. Mayor and City Council Comments.** CM Rutherford said he is still settling in and excited about dealing with the issues, learning more, and being a part of the process.

CM Fitzpatrick said he would like to see some documentation on predicted job losses due to a Nestlé project. He said that he is excited about the start of the water project.

CM Walker thanked Carlos for being here and said it was a good presentation that made him think of things he hasn't thought of.

CM Busdieker said she was offended at the last meeting when Mayor Cramblett insinuated that she should have been pleased with the outcome of the June Town Hall meeting. She said the people are tired of question and answer sessions because the answers are always the same. She said the citizens asked for a conversation and it was not orchestrated to produce anything. She said no one should be happy with the outcome of that meeting.

CM Randall said he was glad to have a representative from the Warm Springs Tribe at the meeting tonight.

Mayor Cramblett said at the Town Hall meeting City Administrator Zimmerman attempted to present information. He said a lot of people, and a lot of those people were from out of town, jumped up and didn't allow the meeting to run. He said those people were allowed to read their statements and took the meeting over. Mayor Cramblett said he didn't think the citizens of Cascade Locks really got a lot out of that. He said again, he thought that CM Busdieker should be happy with the Town Hall meeting.

Mayor Cramblett said he was glad that Carlos came to the meeting tonight. He said Carlos talked about the viability of that hatchery and the City will be attempting to do just that with the Nestlé project. He said he is glad that the Warm Springs Tribe is concerned about the hatchery. He said this is an emotional issue but we need to determine fact from fiction. He said he wants the information proven and the opposition needs to prove their information.

Mayor Cramblett said he wants to be able to meet with the Warm Springs Tribe and be able to have a conversation. He said this is a big deal for Cascade Locks.

9. **Other matters.** None.
10. **Executive Session per ORS 192.660 (h) Legal Counsel.** Mayor Cramblett recessed regular session and entered into executive session. CM's Groves, Randall, Fitzpatrick, Walker, Busdieker, Rutherford, and Mayor Cramblett were present. Also present were CA Zimmerman, CR Woosley, and City Attorney Cleaveland.
11. **Adjournment. Motion:** CM Walker moved, seconded by CM Busdieker, to adjourn the meeting. The motion passed unanimously by CM's Groves, Randall, Fitzpatrick, Walker, Busdieker, Rutherford, and Mayor Cramblett. The meeting was adjourned at 8:35 PM.

Prepared by  
Kathy Woosley, City Recorder

APPROVED:

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Tom Cramblett, Mayor

BLANKET VOUCHER APPROVAL

PAGE NO. 1

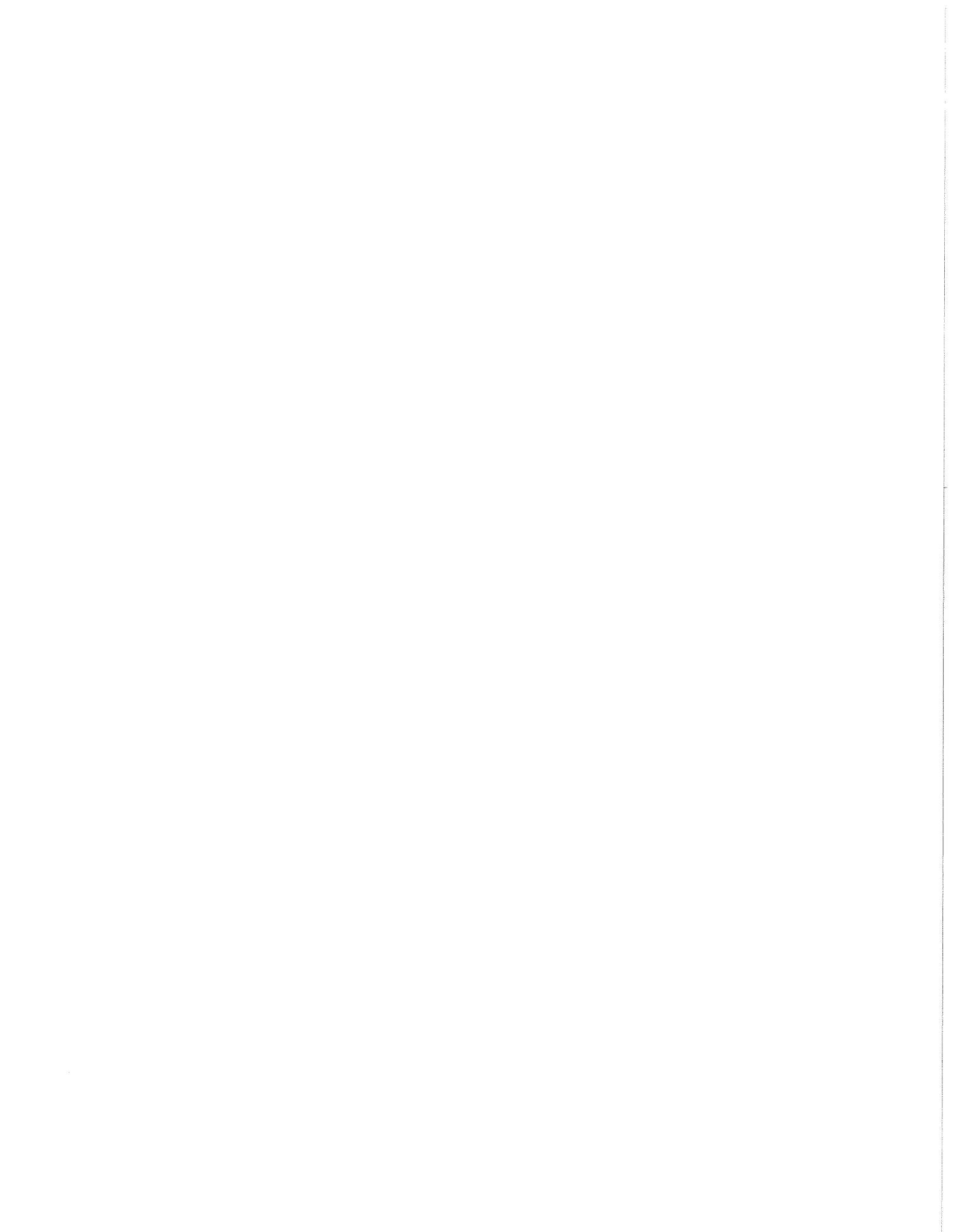
DEPARTMENT: CITY OF CASCADE LOCKS  
COVER SHEET AND SUMMARY

DATE:	DESCRIPTION:	AMOUNT:
10/2/2015	PR	\$ 34,864.16
9/17/2015	A/P	\$ 3,005.00
9/25/2015	A/P	\$ 157,985.95
9/30/2015	A/P	\$ 11,276.65

GRAND TOTAL \$ 207,131.76

APPROVAL:

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Mayor



Report Criteria:  
Report type: GL detail

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
6252	09/15	09/11/2015	6945	981649	4COM, Inc.	programming	4140562740	158.50
Total 6252:								
6253	09/15	09/11/2015	6966	01410018PI	American Messaging	Paging Service	5140562110	6.50
Total 6253:								
6254	09/15	09/11/2015	490	463536A	BRYANT PIPE AND SUPPLY	4" 45 PVC Elbow	3140562560	10.34
6254	09/15	09/11/2015	490	463536A	BRYANT PIPE AND SUPPLY	6 X 4" PVC WYE	3140562560	40.19
6254	09/15	09/11/2015	490	463536A	BRYANT PIPE AND SUPPLY	6" 2-way Clean Out	3140562560	251.42
6254	09/15	09/11/2015	490	463536A	BRYANT PIPE AND SUPPLY	6" AG X PVC	3140562560	36.86
6254	09/15	09/11/2015	490	463536A	BRYANT PIPE AND SUPPLY	6" x 14ft Sewer Gasket	3140562560	34.89
Total 6254:								
6255	09/15	09/11/2015	6900	V502982	BSK Associates	water testing	2140562150	45.00
Total 6255:								
6256	09/15	09/11/2015	590	C353446	CARSON OIL COMPANY	fuel	0540562420	221.71
Total 6256:								
6257	09/15	09/11/2015	670	100001500 9	CASCADE LOCKS LIGHT CO.	fire station	0540562439	341.13
6257	09/15	09/11/2015	670	1000035600 9	CASCADE LOCKS LIGHT CO.	Res. No 2	2140562070	32.38
6257	09/15	09/11/2015	670	100030200 9	CASCADE LOCKS LIGHT CO.	Pump Lift Station	3140562070	28.30
6257	09/15	09/11/2015	670	100038200 9	CASCADE LOCKS LIGHT CO.	well house	2140562070	2,696.24
6257	09/15	09/11/2015	670	100379100 9	CASCADE LOCKS LIGHT CO.	Treatment Plant	3140562070	2,210.25
6257	09/15	09/11/2015	670	100381300 9	CASCADE LOCKS LIGHT CO.	Warehouse	2140562070	32.49
6257	09/15	09/11/2015	670	100381300 9	CASCADE LOCKS LIGHT CO.	Warehouse	3140562070	32.49
6257	09/15	09/11/2015	670	200120000 9	CASCADE LOCKS LIGHT CO.	Cemetery Water	1740562551	28.30
6257	09/15	09/11/2015	670	300155100 9	CASCADE LOCKS LIGHT CO.	Main Lift Station	3140562070	770.38
6257	09/15	09/11/2015	670	300155900 9	CASCADE LOCKS LIGHT CO.	Museum	0140762630	118.03
6257	09/15	09/11/2015	670	300171800 9	CASCADE LOCKS LIGHT CO.	Mall Lighting	5140562800	39.68
6257	09/15	09/11/2015	670	300183900 9	CASCADE LOCKS LIGHT CO.	Moody Lift Station	2140562070	93.83
6257	09/15	09/11/2015	670	301961200 9	CASCADE LOCKS LIGHT CO.	Bike Path	0140162552	11.38

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
6257	09/15	09/11/2015	670	600135000 9	CASCADE LOCKS LIGHT CO.	City Hall	0140162562	813.15
6257	09/15	09/11/2015	670	600136900 9	CASCADE LOCKS LIGHT CO.	87 Ruckle	3140562070	34.59
6257	09/15	09/11/2015	670	600149800 9	CASCADE LOCKS LIGHT CO.	City Hall Irrigation	0140162552	256.53
6257	09/15	09/11/2015	670	601389800 9	CASCADE LOCKS LIGHT CO.	Radio Tower	0540562439	89.99
6257	09/15	09/11/2015	670	SSS AUGUS	CASCADE LOCKS LIGHT CO.	Senior Sewer Subsidy	0140862025	249.70
Total 6257: 7,860.84								
6258	09/15	09/11/2015	740	67736	CASELLE, INC.	Contract Support	0140162082	1,220.00
Total 6258: 1,220.00								
6259	09/15	09/11/2015	6852	SEPTEMBE	College of Emergency Services	Installment Paymen for J. Bennett	0540562024	790.00
Total 6259: 790.00								
6260	09/15	09/11/2015	1020	SEP. 2015	Columbia George Community	CPR Cards	0540562020	35.00
Total 6260: 35.00								
6261	09/15	09/11/2015	1120	A92000	COLUMBIA HARDWARE, LLC	2x6x12 Pressue Treated Lumber	5645163941	13.39
6261	09/15	09/11/2015	1120	B113793	COLUMBIA HARDWARE, LLC	pegboard and hooks	0340562560	20.58
6261	09/15	09/11/2015	1120	B113793	COLUMBIA HARDWARE, LLC	pegboard and hooks	2140562560	20.58
Total 6261: 54.55								
6262	09/15	09/11/2015	4910	400257408 9	Dave McCollum	Refund Deposit	5121130	273.80
Total 6262: 273.80								
6263	09/15	09/11/2015	4910	100083804 9	Debbie or Joe Jermann	Refund Deposit	5121130	53.19
Total 6263: 53.19								
6264	09/15	09/11/2015	2020	1241890	GENERAL PACIFIC INC.	Stand Off Plug 15kv	5140562770	384.00
6264	09/15	09/11/2015	2020	1241890	GENERAL PACIFIC INC.	15kv Protective Cap Grounding Lead	5140562770	306.00
6264	09/15	09/11/2015	2020	1241890	GENERAL PACIFIC INC.	Rapid Dry Cleaner Cable	5140562770	94.80
6264	09/15	09/11/2015	2020	1241890	GENERAL PACIFIC INC.	grease silicon	5140562770	216.00
6264	09/15	09/11/2015	2020	1241890	GENERAL PACIFIC INC.	Inhibitor Oxide	5140562770	68.40
6264	09/15	09/11/2015	2020	1241891	GENERAL PACIFIC INC.	4/0 Soft Drawn Bare CU	5645163941	4,900.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
6264	09/15	09/11/2015	2020	1241891	GENERAL PACIFIC INC.	2/0 Soft Drawn Stranded Copper Bare	5645163941	93.75
Total 6264:								6,062.95
6265	09/15	09/11/2015	6854	AUGUST 20	Gordon Zimmerman	food for firefighters	0140862020	255.90
Total 6265:								255.90
6266	09/15	09/11/2015	6819	52974938	GovConnection	Computer for Treatment Plant	3140562082	519.99
Total 6266:								519.99
6267	09/15	09/11/2015	3070	1528996 8/1	LES SCHWAB TIRE CENTER	2014 Dodge 3500 two tires	0340562441	253.97
6267	09/15	09/11/2015	3070	1528996 8/1	LES SCHWAB TIRE CENTER	2014 Dodge 3500 two tires	2140562441	253.97
Total 6267:								507.94
6268	09/15	09/11/2015	6874	AUGUST 20	LIN Television Corporation	programming	4140562740	240.70
Total 6268:								240.70
6269	09/15	09/11/2015	3160	83115	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	0140162010	77.73
6269	09/15	09/11/2015	3160	83115	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	0140462540	31.78
Total 6269:								109.51
6270	09/15	09/11/2015	3380	KPDJX AUGU	Meredith Corporation	Retransmission	4140562740	132.80
6270	09/15	09/11/2015	3380	KPTV AUGU	Meredith Corporation	Retransmission	4140562740	315.40
Total 6270:								448.20
6271	09/15	09/11/2015	3770	22-201508	NET ASSETS	Title Search	0140162110	21.00
Total 6271:								21.00
6272	09/15	09/11/2015	4070	5080365	ONE CALL CONCEPTS, INC.	Regular Tickets	5140562110	10.50
Total 6272:								10.50
6273	09/15	09/11/2015	6769	08-15-233	PARC Resources, LLC	City Planning	0140262075	371.25

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
6273	09/15	09/11/2015	6769	08-15-233	PARC Resources, LLC	general planning	0140262090	24.75
Total 6273:								396.00
6274	09/15	09/11/2015	4840	153	PUBLIC UTILITY DIST. #1	labor regular time to move transformer	5645163941	525.60
6274	09/15	09/11/2015	4840	153	PUBLIC UTILITY DIST. #1	labor over time to move transformer	5645163941	348.12
6274	09/15	09/11/2015	4840	153	PUBLIC UTILITY DIST. #1	Transportation Cost to move transformer	5645163941	28.00
Total 6274:								901.72
6275	09/15	09/11/2015	5180	52087	SCHLOSSER MACHINE INC.	Make Brackets for switch	5645163941	152.00
Total 6275:								152.00
6276	09/15	09/11/2015	6886	AUGUST 20	Sinclair Television Group, Inc.	retransmission	4140562740	365.20
Total 6276:								365.20
6277	09/15	09/11/2015	6965	5	Sofia Urrutia-Lopez	contract support tourism	0840562110	617.00
Total 6277:								617.00
6278	09/15	09/11/2015	5460	AUGUST 20	Sosnkowski & Cleaveland P.C.	Attorney Fees	0140162100	1,242.00
Total 6278:								1,242.00
6279	09/15	09/11/2015	5510	8035815744	STAPLES CONTRACT & COMMERCIA	business card stock, ink, laminator	0140162010	106.63
Total 6279:								106.63
6280	09/15	09/11/2015	6969	5031073	TEGNA	Programming	4140562740	307.10
Total 6280:								307.10
6287	09/15	09/17/2015	6150	02950-80	UNION PACIFIC RAILROAD CO.	Folder No. 02950-80 Water System Impr	2141562020	3,005.00
Total 6287:								3,005.00
6289	09/15	09/25/2015	4910	100040207 9	Alma Castro	Refund Deposit	5121130	186.18

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 6289:								186.18
6290	09/15	09/25/2015	6834	091715	Barbara Irving	window rebate	5140562140	514.86
Total 6290:								514.86
6291	09/15	09/25/2015	6900	V503037	BSK Associates	water testing	2140562150	426.25
6291	09/15	09/25/2015	6900	V503088	BSK Associates	water testing	2140562150	543.50
Total 6291:								969.75
6292	09/15	09/25/2015	6973	9844	C & M Gutters Inc.	Installation of gutters & downspouts on p	5645163941	600.00
Total 6292:								600.00
6293	09/15	09/25/2015	580	OCT 2015	CARR, SHIRLEY	Brochure Delivery	0840562101	500.00
Total 6293:								500.00
6294	09/15	09/25/2015	610	649794	CASCADE COLUMBIA DISTRIBUTION	Chlorine	2140562650	490.00
Total 6294:								490.00
6295	09/15	09/25/2015	940	AUGUST 20	CITY OF SPRINGFIELD	Ambulance Billing Service	0540562111	520.00
6295	09/15	09/25/2015	940	JULY 2015	CITY OF SPRINGFIELD	Ambulance Billing Service	0540562111	600.00
Total 6295:								1,120.00
6296	09/15	09/25/2015	1120	A93017	COLUMBIA HARDWARE, LLC	toilet flusher	0140462520	3.99
6296	09/15	09/25/2015	1120	A93993	COLUMBIA HARDWARE, LLC	bushing, locknut	5645163941	19.10
Total 6296:								23.09
6297	09/15	09/25/2015	1360	130874	DAVID R. CUNNINGHAM	City Network	0140162082	1,005.00
6297	09/15	09/25/2015	1360	130875	DAVID R. CUNNINGHAM	fire department computer repair	0140162082	210.00
Total 6297:								1,215.00
6298	09/15	09/25/2015	1530	SEPTEMBE	DISH NETWORK	Programming	4140562740	400.00

M = Manual Check, V = Void Check

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 6298:								
6299	09/15	09/25/2015	1620	852	EFFICIENCY SERVICES GROUP, LLC	BPA Program Service August 2015	5140562139	750.00
Total 6299:								
Total 6300:								
6300	09/15	09/25/2015	2020	1242435	GENERAL PACIFIC INC.	lug. straight 500MCM Cu/Alum. 2-Hole	5140562770	333.00
6300	09/15	09/25/2015	2020	1242968	GENERAL PACIFIC INC.	mas lock #5	5140562810	156.00
6300	09/15	09/25/2015	2020	1242968	GENERAL PACIFIC INC.	mas lock #7	5140562810	89.40
Total 6300:								
6301	09/15	09/25/2015	2420	8165	HOOD RIVER CO. - FINANCE	September Deputy Service	0141962250	8,284.08
Total 6301:								
Total 6302:								
6302	09/15	09/25/2015	2650	156684	HOOD RIVER HEALTH DEPT.	Immunizations for PW	3140562870	110.60
Total 6302:								
Total 6303:								
6303	09/15	09/25/2015	2680	13237	HOOD RIVER SAND & GRAVEL	9.5 yards for substation	5645163941	1,055.48
6303	09/15	09/25/2015	2680	25381	HOOD RIVER SAND & GRAVEL	48.6 tons for substation	5645163941	729.00
6303	09/15	09/25/2015	2680	72281	HOOD RIVER SAND & GRAVEL	8 yards for substation	5645163941	890.40
6303	09/15	09/25/2015	2680	72281	HOOD RIVER SAND & GRAVEL	finance charge	5645163941	6.60
Total 6303:								
6304	09/15	09/25/2015	2980	7092823-00	L.N. CURTIS & SONS	ambiant aircheck air analysis	0540562440	110.00
Total 6304:								
Total 6305:								
6305	09/15	09/25/2015	3160	092315	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	0140162010	1.95
Total 6305:								
6306	09/15	09/25/2015	3270	735620000	MATHER & SONS PUMP SERVICE, IN	service call	2140562560	144.00
Total 6306:								

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
6307	09/15	09/25/2015	6954	10891	Ness & Campbell Crane, Inc.	load, haul, unload and set transformer fro	5645163941	27,454.00
Total 6307: 27,454.00								
6308	09/15	09/25/2015	4020	ME117147	ODOT-FUEL SALES	Fuel	0340562530	284.57
6308	09/15	09/25/2015	4020	ME117147	ODOT-FUEL SALES	Fuel	0540562420	487.24
6308	09/15	09/25/2015	4020	ME117147	ODOT-FUEL SALES	Fuel	2140562530	241.29
6308	09/15	09/25/2015	4020	ME117147	ODOT-FUEL SALES	Fuel	3140562530	62.95
6308	09/15	09/25/2015	4020	ME117147	ODOT-FUEL SALES	Fuel	5140562200	807.69
Total 6308: 1,883.74								
6309	09/15	09/25/2015	4530	9651305	PAPE MACHINERY	TF23P Pins	2140562441	57.84
Total 6309: 57.84								
6310	09/15	09/25/2015	4610	416026571	PHYSIO-CONTROL, INC.	annual maintenance agreement	0540562443	2,235.00
Total 6310: 2,235.00								
6311	09/15	09/25/2015	4620	7228430-SP	PITNEY BOWES - RENTAL	Rental	0140162120	154.47
Total 6311: 154.47								
6312	09/15	09/25/2015	4640	SEPTEMBE	PITNEY BOWES INC	Postage	0140162055	150.00
Total 6312: 150.00								
6313	09/15	09/25/2015	4670	091515	PORT OF CASCADE LOCKS	Rebate-Comm. Lighting near the bridge	5140562140	6,680.00
6313	09/15	09/25/2015	4670	091715	PORT OF CASCADE LOCKS	Rebate-Comm lighting Port Interior Offic	5140562140	323.40
6313	09/15	09/25/2015	4670	10041309	PORT OF CASCADE LOCKS	Bridge Tickets - EL	5140562201	30.00
Total 6313: 7,033.40								
6314	09/15	09/25/2015	4840	175	PUBLIC UTILITY DIST. #1	Purchase Scrap Transformer	5645163941	30,000.00
Total 6314: 30,000.00								
6315	09/15	09/25/2015	6780	20320863	Ricoh Americas Corporation	Lease	0140162120	236.80
6315	09/15	09/25/2015	6780	5037722705	Ricoh Americas Corporation	Copies	0140162110	91.01

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 6315:								
6316	09/15	09/25/2015	5040	363	ROCKRANCH ENTERPRISES	Contract PW Super	2140562080	101.25
6316	09/15	09/25/2015	5040	363	ROCKRANCH ENTERPRISES	Contract PW Super	3140562080	101.25
Total 6316:								
6317	09/15	09/25/2015	6965	6	Sofia Urrutia-Lopez	contract support tourism	0840562110	475.00
Total 6317:								
6318	09/15	09/25/2015	6070	936929	TWGW, INC NAPA AUTO PARTS	pad grip tie down	5645163941	19.18
6318	09/15	09/25/2015	6070	937434	TWGW, INC NAPA AUTO PARTS	terry towels, car wax and wash	0540562441	41.24
Total 6318:								
6319	09/15	09/25/2015	6937	287640502	US Bank Equipment Finance	contract payment	5645163941	1,293.61
Total 6319:								
6320	09/15	09/25/2015	6971	405538	Worderware PacWest	Worderware InTouch 2014R2 software	3140562082	1,164.95
Total 6320:								
6321	09/15	09/25/2015	3070	1500313790	LES SCHWAB TIRE CENTER	tube and tire for B-97	0540562441	276.03
Total 6321:								
6322	09/15	09/25/2015	4910	300150102 9	S-2 Construction	Refund Water Deposit	2121130	607.93
Total 6322:								
6332	09/15	09/30/2015	670	100001500 1	CASCADE LOCKS LIGHT CO.	Fire Station	0540562439	363.65
6332	09/15	09/30/2015	670	100003500 1	CASCADE LOCKS LIGHT CO.	Res. No 2	2140562070	32.80
6332	09/15	09/30/2015	670	100030200 1	CASCADE LOCKS LIGHT CO.	Pump Lift Station	3140562070	28.30
6332	09/15	09/30/2015	670	100038200 1	CASCADE LOCKS LIGHT CO.	Well House	2140562070	2,433.56
6332	09/15	09/30/2015	670	100379100 1	CASCADE LOCKS LIGHT CO.	Treatment Plant	3140562070	2,203.46
6332	09/15	09/30/2015	670	100381300 1	CASCADE LOCKS LIGHT CO.	Warehouse	2140562070	32.24
6332	09/15	09/30/2015	670	100381300 1	CASCADE LOCKS LIGHT CO.	Warehouse	3140562070	32.24

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
6332	09/15	09/30/2015	670	200120000 1	CASCADE LOCKS LIGHT CO.	Cemetery Water	1740562551	28.30
6332	09/15	09/30/2015	670	300155100 1	CASCADE LOCKS LIGHT CO.	Main Lift Station	3140562070	719.48
6332	09/15	09/30/2015	670	300155900 1	CASCADE LOCKS LIGHT CO.	Museum	0140762630	118.17
6332	09/15	09/30/2015	670	300171800 1	CASCADE LOCKS LIGHT CO.	Mall Lighting	5140562800	40.32
6332	09/15	09/30/2015	670	300183900 1	CASCADE LOCKS LIGHT CO.	Moody Lift Station	2140562070	82.90
6332	09/15	09/30/2015	670	301961200 1	CASCADE LOCKS LIGHT CO.	Bike Path	0140162552	11.38
6332	09/15	09/30/2015	670	600136500 10	CASCADE LOCKS LIGHT CO.	City Hall	0140162552	942.50
6332	09/15	09/30/2015	670	600136900 1	CASCADE LOCKS LIGHT CO.	87 Ruckie	3140562070	35.66
6332	09/15	09/30/2015	670	600149800 1	CASCADE LOCKS LIGHT CO.	City Hall Irrigation	0140162552	86.03
6332	09/15	09/30/2015	670	601368900 1	CASCADE LOCKS LIGHT CO.	Radio Tower	0540562439	115.53
6332	09/15	09/30/2015	670	SSS 9/15	CASCADE LOCKS LIGHT CO.	Senior Sewer Subsidy	01408882025	249.70
Total 6332:								7,556.32
6333	09/15	09/30/2015	790	313230273 9	CENTURYLINK	Fire Department Phones	0540562050	137.76
6333	09/15	09/30/2015	790	313401451 9	CENTURYLINK	Sewer	3140562050	116.27
6333	09/15	09/30/2015	790	313470082 9	CENTURYLINK	City Hall Phones	0140162050	390.50
6333	09/15	09/30/2015	790	313785538 9	CENTURYLINK	telemetry	2140562050	128.73
6333	09/15	09/30/2015	790	313785538 9	CENTURYLINK	telemetry	3140562050	128.73
6333	09/15	09/30/2015	790	313891134 9	CENTURYLINK	Emergency After Hours	5140562050	57.87
6333	09/15	09/30/2015	790	313891134 9	CENTURYLINK	Emergency After Hours	5140662050	14.46
6333	09/15	09/30/2015	790	314228414 9	CENTURYLINK	Lift Station	3140562050	38.67
6333	09/15	09/30/2015	790	320153997 9	CENTURYLINK	well house dialer	2140562050	9.94
Total 6333:								1,022.93
6334	09/15	09/30/2015	1020	EVANS 9/20	Columbia Gorge Community	Josh Evans- EMT Class registration	0540562020	830.00
Total 6334:								830.00
6335	09/15	09/30/2015	6854	SEPTEMBE	Gordon Zimmerman	LOC Conference expenses	0140162020	755.45
6335	09/15	09/30/2015	6854	SEPTEMBE	Gordon Zimmerman	One Gorge Meeting	0140162094	28.45
6335	09/15	09/30/2015	6854	SEPTEMBE	Gordon Zimmerman	Comm. Conversation of Marijuana	0140162094	32.20
6335	09/15	09/30/2015	6854	SEPTEMBE	Gordon Zimmerman	Col. Gorge Legislative Session	0140162094	48.30
6335	09/15	09/30/2015	6854	SEPTEMBE	Gordon Zimmerman	CAT Meeting	0140162094	12.00
6335	09/15	09/30/2015	6854	SEPTEMBE	Gordon Zimmerman	KBOO Radio Show	2140562020	49.45
Total 6335:								925.85
6336	09/15	09/30/2015	2140	AIE02278	GOVERNMENT ETHICS COMMISSION	Annual Billing	0140162030	396.10

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 6336:								
6337	09/15	09/30/2015	2590	128750/3	HOOD RIVER SUPPLY ASSOC.	Enderes punch long taper 14x5/16"	5645163941	13.29
Total 6337:								
6338	09/15	09/30/2015	4910	100083805 9	Roger Freeborn	Refund Deposit	5121130	246.26
Total 6338:								
6339	09/15	09/30/2015	6110	SEPTEMBE	U.S. POSTAL SERVICE	UB Postage	0140162055	285.90
Total 6339:								
9251501	09/15	09/25/2015	3650	15080500	NATIONAL CABLE TELEVISION COOP.	Programming	4140562740	4,015.41
Total 9251501:								
9251502	09/15	09/25/2015	6080	AUGUST 20	U S BANK	Bank Fees	0140162110	303.89
Total 9251502:								
9251503	09/15	09/25/2015	440	AUG15-PWR	BPA	August Power Bill	5140562820	42,888.00
9251503	09/15	09/25/2015	440	AUG15-PWR	BPA	August Power Bill	5140662820	7,746.00
Total 9251503:								
9251504	09/15	09/25/2015	440	AUG15-TRN	BPA	August Transmission Bill	5140562821	7,539.00
9251504	09/15	09/25/2015	440	AUG15-TRN	BPA	August Transmission Bill	5140662821	1,362.00
Total 9251504:								
9251505	09/15	09/25/2015	6090	2974 9/15	U S BANK CC	video card for ch.23	0140162010	30.99
9251505	09/15	09/25/2015	6090	2974 9/15	U S BANK CC	ipad plan	0540562050	14.99
Total 9251505:								
9251506	09/15	09/25/2015	6090	8789 9/15	U S BANK CC	motherboard for ch. 23	0140162010	68.98
9251506	09/15	09/25/2015	6090	8789 9/15	U S BANK CC	broom and mop head	0140462620	20.32

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
9251506	09/15	09/25/2015	6090	8789 9/15	U S BANK CC	tools	0340562560	134.40 M
9251506	09/15	09/25/2015	6090	8789 9/15	U S BANK CC	glass cleaner & protectant	2140562560	10.11 M
9251506	09/15	09/25/2015	6090	8789 9/15	U S BANK CC	tools	2140562560	134.40 M
9251506	09/15	09/25/2015	6090	8789 9/15	U S BANK CC	software for treatment plant computer	3140562082	1,174.00 M
Total 9251506:								1,542.21
9251507	09/15	09/25/2015	6090	2305 9/15	U S BANK CC	roofing felt, osb board, roofing nails	5645163941	487.37 M
Total 9251507:								487.37
Grand Totals:								195,624.73

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-21010	.00	18,719.99-	18,719.99-
01-401-62010	286.28	.00	286.28
01-401-62020	755.45	.00	755.45
01-401-62030	396.10	.00	396.10
01-401-62050	390.50	.00	390.50
01-401-62055	435.90	.00	435.90
01-401-62082	2,435.00	.00	2,435.00
01-401-62094	120.95	.00	120.95
01-401-62100	1,242.00	.00	1,242.00
01-401-62110	415.90	.00	415.90
01-401-62120	391.27	.00	391.27
01-401-62552	2,122.97	.00	2,122.97
01-402-62075	371.25	.00	371.25
01-402-62090	24.75	.00	24.75
01-404-62520	24.31	.00	24.31
01-404-62540	31.78	.00	31.78
01-407-62630	236.20	.00	236.20
01-408-62020	255.90	.00	255.90
01-408-62025	499.40	.00	499.40
01-419-62250	8,284.08	.00	8,284.08
03-21010	.00	693.52-	693.52-
03-405-62441	253.97	.00	253.97
03-405-62530	284.57	.00	284.57
03-405-62560	154.98	.00	154.98
05-21010	.00	7,189.37-	7,189.37-
05-405-62020	865.00	.00	865.00
05-405-62024	790.00	.00	790.00
05-405-62050	152.75	.00	152.75
05-405-62111	1,120.00	.00	1,120.00
05-405-62420	708.95	.00	708.95
05-405-62439	890.40	.00	890.40
05-405-62440	110.00	.00	110.00
05-405-62441	317.27	.00	317.27
05-405-62443	2,235.00	.00	2,235.00
08-21010	.00	1,592.00-	1,592.00-
08-405-62101	500.00	.00	500.00
08-405-62110	1,092.00	.00	1,092.00
17-21010	.00	56.60-	56.60-

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
17-405-62551	56.60	.00	56.60
21-21010	.00	11,705.68-	11,705.68-
21-21130	607.93	.00	607.93
21-405-62020	49.45	.00	49.45
21-405-62050	138.67	.00	138.67
21-405-62070	5,436.44	.00	5,436.44
21-405-62080	101.25	.00	101.25
21-405-62150	1,014.75	.00	1,014.75
21-405-62441	311.81	.00	311.81
21-405-62530	241.29	.00	241.29
21-405-62560	309.09	.00	309.09
21-405-62650	490.00	.00	490.00
21-415-62020	3,005.00	.00	3,005.00
31-21010	.00	9,886.26-	9,886.26-
31-405-62050	283.67	.00	283.67
31-405-62070	6,095.15	.00	6,095.15
31-405-62080	101.25	.00	101.25
31-405-62082	2,858.94	.00	2,858.94
31-405-62530	62.95	.00	62.95
31-405-62560	373.70	.00	373.70
31-405-62870	110.60	.00	110.60
41-21010	.00	5,935.11-	5,935.11-
41-405-62740	5,935.11	.00	5,935.11
51-21010	.00	71,217.31-	71,217.31-
51-21130	759.43	.00	759.43
51-405-62050	57.87	.00	57.87
51-405-62110	17.00	.00	17.00
51-405-62139	750.00	.00	750.00
51-405-62140	7,518.26	.00	7,518.26
51-405-62200	807.69	.00	807.69
51-405-62201	30.00	.00	30.00
51-405-62770	1,402.20	.00	1,402.20
51-405-62800	80.00	.00	80.00
51-405-62810	245.40	.00	245.40
51-405-62820	42,888.00	.00	42,888.00
51-405-62821	7,539.00	.00	7,539.00
51-406-62050	14.46	.00	14.46
51-406-62820	7,746.00	.00	7,746.00
51-406-62821	1,362.00	.00	1,362.00
56-21010	.00	68,628.89-	68,628.89-

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
56-451-63941	68,628.89	.00	68,628.89
Grand Totals:	195,624.73	195,624.73	.00

Report Criteria:

Report type: GL detail

AGENDA ITEM NO: 5.6

## CASCADE LOCKS STAFF REPORT

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**Date Prepared:** October 5, 2015

**For City Council Meeting on:** October 12, 2015

**TO:** Honorable Mayor and City Council

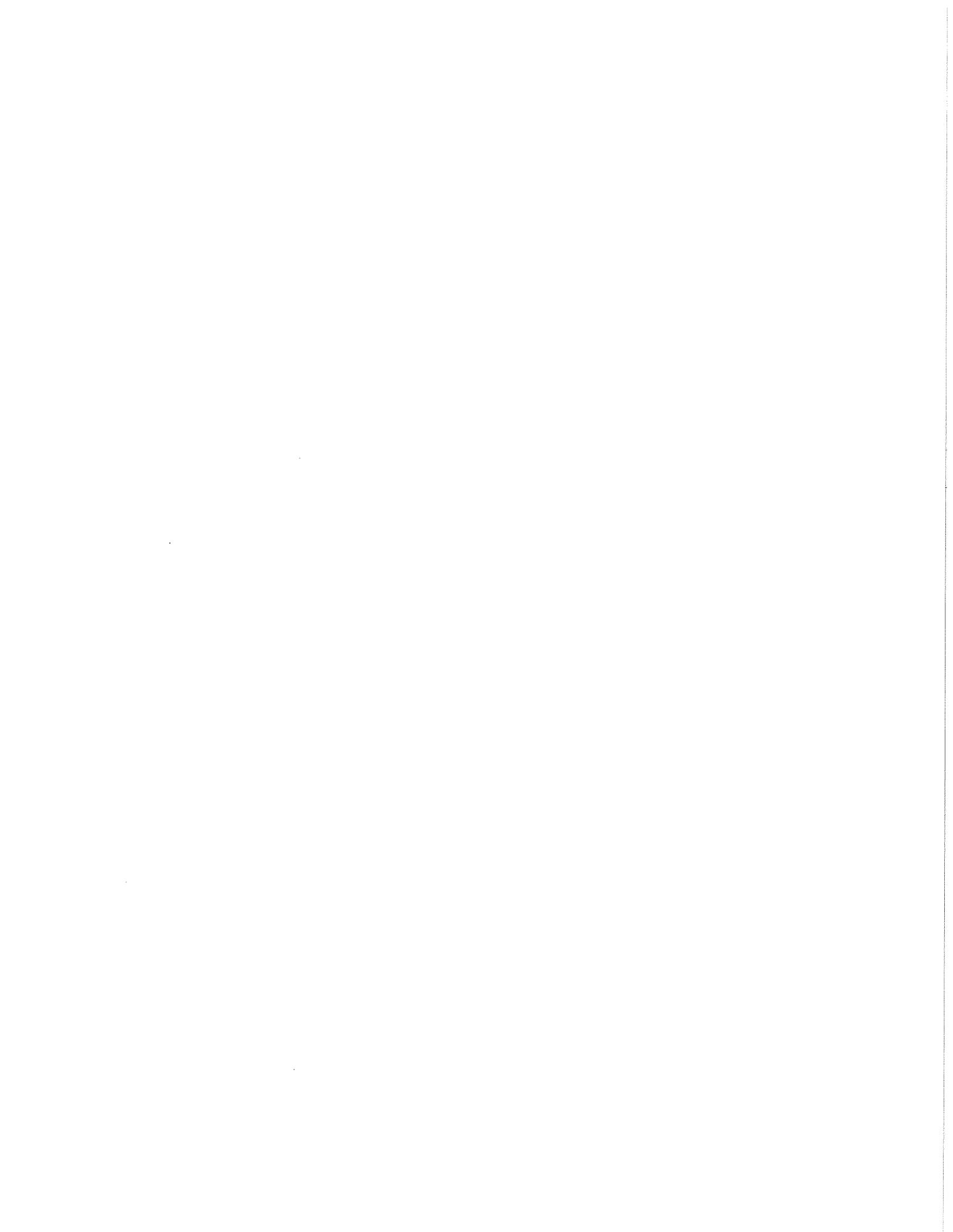
**PREPARED BY:** Gordon Zimmerman, City Administrator

**SUBJECT:** Approve Contract Extension with Anderson/Perry Associates.

**SYNOPSIS:** Anderson/Perry and Associates of LaGrande, Oregon, are the engineering firm we have contracted with for the Wastewater Master Plan. Because of a lack of adequate rainfall, the engineers were unable to measure the significant flows through the wastewater collection system last winter. The State of Oregon has granted us an extension until next spring for the completion of the facilities and collection systems, but our contract with Anderson Perry ends before the new due date. This amendment grants us sufficient time to complete the study at no extra cost to the City.

**CITY COUNCIL OPTIONS:** Accept or reject the proposed amendment.

**RECOMMENDED MOTION:** "I move to approve the contract extension with Anderson Perry and Associates for the Wastewater System Master Plan until October 31, 2016."



**AMENDMENT NO. 1  
TO THE  
AGREEMENT FOR ENGINEERING SERVICES  
WASTEWATER FACILITIES PLAN  
BETWEEN ANDERSON PERRY & ASSOCIATES, INC., AND  
THE CITY OF CASCADE LOCKS, OREGON  
SEPTEMBER 28, 2015**

This Amendment No. 1 to the Agreement for Engineering Services, Wastewater Facilities Plan, between Anderson Perry & Associates, Inc., and the City of Cascade Locks, Oregon, which is dated June 3, 2014, is for the purpose of extending the due date for the draft Wastewater Facilities Plan to be submitted to the Department of Environmental Quality (DEQ) and the Infrastructure Finance Authority (IFA). The due date is being extended by one year to allow for a sufficient increase in groundwater levels during the springtime of the year to facilitate collection system monitoring and evaluation, which is expected to occur in the spring of 2016. The original Agreement is amended as follows:

In Section A, Engineering Services, Wastewater Facilities Plan, delete paragraph 13, which reads as follows:

“13. The draft WWFP shall be completed and submitted to the DEQ and IFA for review and approval no later than October 31, 2015, and a final WWFP shall be completed within 60 days of receiving comments from the DEQ and IFA on the draft WWFP.”

And replace it with a revised paragraph 13, as follows:

“13. The draft WWFP shall be completed and submitted to the DEQ and IFA for review and approval no later than October 31, 2016, and a final WWFP shall be completed within 60 days of receiving comments from the DEQ and IFA on the draft WWFP.”

All other provisions of the original Agreement for Engineering Services, dated June 3, 2014, remain in effect.

This Amendment No. 1 is considered effective as of September 28, 2015.

OWNER:

**City of Cascade Locks, Oregon**

By \_\_\_\_\_

Type Name: Gordon Zimmerman

Title: City Administrator

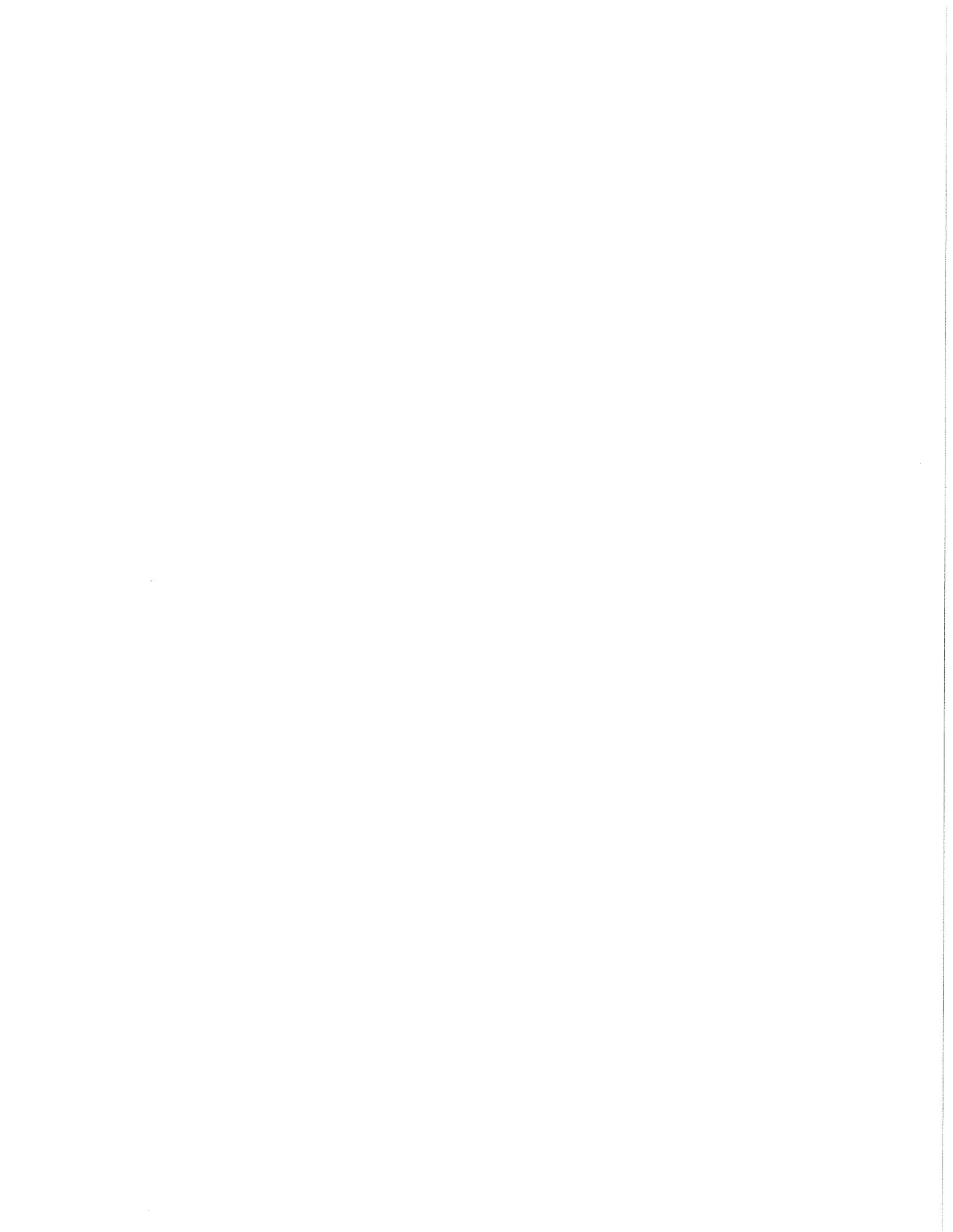
ENGINEER:

**Anderson Perry & Associates, Inc.**

By Brad D. Baird

Type Name: Brad D. Baird, P.E.

Title: President



## CASCADE LOCKS STAFF REPORT

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**Date Prepared:** October 6, 2015

**For City Council Meeting on:** October 12, 2015

**TO:** Honorable Mayor and City Council

**PREPARED BY:** Gordon Zimmerman, City Administrator

**SUBJECT:** First Reading of Ordinance No. 440 Regulating Electric Sales.

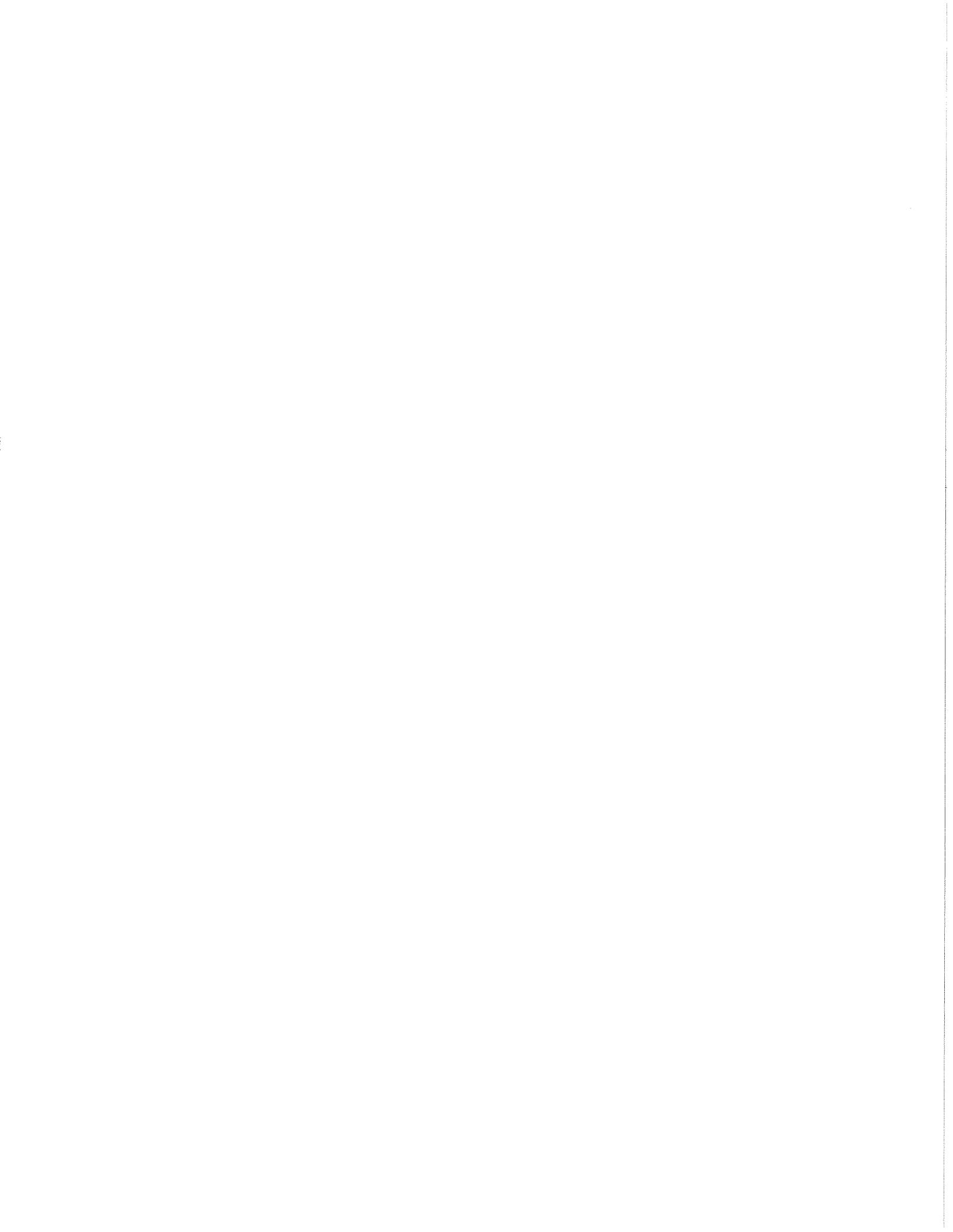
**SYNOPSIS:** In the last legislative session, HB2599 was passed that prohibits electric utilities from turning off power for non-payment during certain times of the year and during certain conditions. A copy of that bill is attached.

I have included the provisions required by HB2599 in red in the revised ordinance.

**CITY COUNCIL OPTIONS:** Approve or reject Ordinance 440.

**RECOMMENDED MOTION:** "I move to approve Ordinance No. 440 regulating the electric service in the City of Cascade Locks."

**FINANCIAL REVIEW:** The effects of this state mandated requirements could result in increases in lost revenue because the City is prevented from turning off the electricity for non payment for any home covered in the protected class as defined by the regulation any time between December 1 and March 1, even if the weather is warm.



## ORDINANCE NO. 440

**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. 417.**

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

### **SECTION 1. Purpose.**

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

### **SECTION 2. Definitions.**

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

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

2. Fifty percent (50%) of the highest metered demand of the previous eleven months as adjusted for power factor.
  3. Higher minimum charges may be required to cover special investments as established by special contract.
- aa) Month. An interval of approximately 30 days between consecutive meter reading dates; not necessarily a calendar month.
- bb) N.E.C. National Electrical Code.
- cc) N.E.S.C. National Electrical Safety Code.
- dd) Peak Demand. Is the maximum rate of energy use, measured in kilowatts.
- ee) Person. Shall be held to mean and include natural persons of either sex, associations, partnerships, and corporations, whether acting by themselves or by a servant, agent, or employee, the singular number shall be held and construed to include plural, and the masculine pronoun to include feminine.
- ff) Point of Delivery. That point designated by the City where the City's facilities and those of the customer are connected.
- gg) Primary Service. Service delivered at the primary distribution voltage.
- hh) Primary Voltage. Any voltage above 750 volts, phase to phase.
- ii) Raceway. The approved type of enclosure, conduit, gutter, etc., used for protection of conductors.
- jj) Rate Schedule. A formal statement of the charges and conditions for a particular class or type of service in a given area or location.
- kk) Read-In. The first meter reading to commence service to a new customer or reconnected customer.
- ll) Read Out. The last meter reading to terminate service to an existing customer.
- mm) Readily Accessible. Means normally and easily reached during regular daytime working hours, not subject to being under "lock and key," "fenced-in," or within a "restricted" area.
- nn) Residential customer belonging to a protected class. A person who is a residential customer of a utility who receives state or federal heating assistance and who is:**
- 1. A low-income senior citizen;**
  - 2. An active duty member of the Armed Forces of the United States;**
  - 3. A customer whose household includes a seriously ill individual or a person with a disability;**
  - 4. A customer whose household includes a child under the age of 12 months;**
  - 5. A customer who belongs to a household where the member of the household whose earnings are the primary source of support for the household has died within the past six months; or**
  - 6. A customer who belongs to a household where the member of the household whose earnings are the primary source of support for the household has lost a job within the past six months.**

- oo) Secondary Distribution System. An alternating current system connecting the secondaries of distribution transformers to the service drop or service lateral.
- pp) Security Deposit. A deposit to guarantee payment for service and a method of establishing credit with the City.
- qq) Seller. Means the person who is also the operator of a cogeneration or small power production facility.
- rr) Service Conductors. The supply conductors, which extend from the transformers to the service equipment on premises being supplied with electric service.
- ss) Service Equipment. The necessary equipment to control and meter electric energy furnished by the utility at its point of delivery to a customer.
- tt) Secondary Voltage. Any voltage of 750 volts or less, phase to phase.
- uu) Service Drop. The conductors from the distribution system to the point of attachment on a customer's building or other support.
- vv) Small Power Production Facility. Means a facility:
  1. Which produces energy solely by the use of biomass, waste, a renewable resource or any combination thereof;
  2. Which is owned by a person who is not primarily engaged in the generation or sale of energy, other than the energy produced from the small power production facility; and
  3. Which has a power production capacity, which, together with any other facilities located at the same site, is not greater than 80 megawatts.
- ww) Temporary Service. Refers to electrical service of short-term or transient nature, or service to temporary construction operation. A charge shall be made for temporary service and a contract may be required.

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

- a) Application for Service. Any person desiring to purchase electric current from the City shall make application therefore upon a printed form to be furnished for that purpose, completed and signed by the applicant and filed in the office of the administrator. The application shall contain a description of the premises where such electric current is desired and the voltage and rating in amperes, watts, or horsepower of all devices as may be required by the administrator.
- b) Validity of Application.
  1. The application is merely a request for service and does not in itself bind the City to serve except under reasonable conditions, nor does it bind the customer to take service; but if the service is connected, the application shall become a contract between the customer and the City, and the customer shall be required to pay monthly minimum charges according to the applicable rate.
  2. No application for electric service shall be accepted, or no new service shall be furnished to an account holder whether be a person, firm or corporation who has any delinquent bill, fee or charge with the City until such bill, fee or charge has been paid in full.

- c) Contract. The application provided for in this section shall become a Contract on the part of the person making the same, to pay for the electric current, at the rate, in the manner, and at the time as hereinafter specified by the City. The contract shall provide that the City shall have the right to:
  1. Charge and collect the rates, fees and other charges as set by the City.
  2. Change the rates, fees and other charges at any time at the discretion of the City.
  3. Disconnect at any time, without notice to the customer.
  4. Install meters to register the electric current consumed or the maximum load or both.
- d) Exemption. Said contract shall further provide that the City, its agents and employees shall not be held responsible for any damage by fire or other causes resulting from defective wiring or appliances on the premises supplied with electric current by the City.
- e) Validity of Contract. Nothing contained in this ordinance shall be construed as requiring the City or the administrator to enter into any contract or to furnish electric energy to any person applying therefore. The Administrator is hereby authorized and empowered to refuse to enter into any such contract or to furnish such electric energy.
- f) Term of Contract. All contracts shall take effect from the day service is connected and rates shall be charged and bills rendered from the day the premises are connected to the City's electrical system. All contracts shall be binding for the period specified in the contract and shall continue in effect until thirty (30) days after written notice of discontinuance to administrator is delivered to his office, and until all charges for electrical energy, fines, and penalties have been paid in full.

**Billing Procedures.**

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

1. Upon the customer's failure to pay, when due, any and all bills rendered by the City, including but not limited to amounts owing on current accounts; amounts owing on closed accounts; amounts owing on security deposits; amounts owing on account set-up fees.
  2. For fraudulent use of service.
  3. Theft or illegal diversion of electric energy.
- l) Delinquent Accounts/Late Fees. If the City does not receive full payment on or before the 15<sup>th</sup> day of the month, as designated in this section, item "J" at 5:00 pm the account shall be considered late and delinquent, and the City shall assess a late fee to this account. The City shall set the amount of the late fee by resolution.
- m) Payment Arrangements. If the customer does not plan to make full payment of the amount due, the customer may contact the City to make payment arrangements. Approval for any arrangements must come from the **Finance Director** ~~Administrator~~ or designated representative. Factors to be considered if payment arrangements are to be approved include:
1. The City's needs.
  2. The customer's past payment record and probable ability to meet payment schedule in light of circumstances causing delayed payments (unemployment, illness, etc.)
  3. The size of the bill and length of time outstanding.
- If the customer is not satisfied with the decision of the Finance office, the customer may appeal to the City Administrator. The decision of the City Administrator is final.**
- n) Failure to Adhere to Payment Arrangements. If payment arrangements are made and the customer fails to adhere to them, disconnection of service shall be made without further notice before noon of the day following the promised payment date unless that day falls on weekends and holidays. The City shall not terminate residential service on, or the day prior to, a weekend or holiday.
- o) Door-Hanger/Red Tag List. The City shall print a Door-Hanger/Red Tag list on the last working day of the month, listing those accounts still unpaid.
- p) Door-Hanger/Red Tag. The City shall write a "door hanger" tag and place said tag on the door of the dwelling or business of all accounts on the Door Hanger/Red Tag list that has not made a payment arrangement. A "door hanger" tag fee, as set by resolution, shall be assessed by the City at the time the tag is written.
1. The City shall keep a record of the time and date of placement of all notices on "door hanger" tags and the placement of such tag shall constitute a presumption of notice allowing the City to disconnect service, whether or not actual notice was provided the home or business owner by placement of such tag.
  2. The "door hanger" tag shall state that the third day following placement of the tag is the final due date and the Customer must pay the amount due in full by 5:00PM (including the "tag fee" and late fee) or disconnection shall occur before noon on the following day unless the date falls on a Friday or holiday, in which case disconnection shall occur before noon on the next City business day.
  3. If the Customer pays the amount stated as due on the "door hanger" red tag (including the "tag fee" and late fee) before the tag is hung, City staff shall make a reasonable effort to recall the tag so that it is not hung at the account service location.
- q) Restrictions on Residential Terminations.

1. Physical Disabilities- the City shall not terminate service of a residential customer or refuse to restore service on request if the City had been advised in writing by a licensed physician, or public or private agency providing physical or mental health care, that termination of service would significantly endanger the physical health of the customer or any member of the customer's household. However, the City reserves the right to install a service limiter type meter while such certification is in effect.
  2. **The termination of electric service to a residential customer belonging to a protected class may not occur if the termination would occur:**
    - i. **During the heating season;**
    - ii. **On any date for which the National Weather Service forecasts that the temperature of a location both within this state and the service territory of the utility will exceed 100 degrees Fahrenheit for a period of 12 or more hours; or**
    - iii. **On any date for which the National Weather Service forecasts that the temperature of a location both within this state and the service territory of the utility will be less than 32 degrees Fahrenheit for a period of 12 or more hours.**
- r) Designation of Third Party to Receive Notice. The City shall offer its customers the option to designate a third party to receive the notice of disconnection of service. The Customer is responsible for notifying the City of this option upon initiation of service.
  - s) Information on Financial Assistance. City shall inform residential customers who cannot pay their bills of the names and telephone numbers of appropriate units within the State Department of Human Resources or other social service agencies which may help the customer determine what federal, state or private aid may be available to that customer.
  - t) Requirements for Restoration of Service. If a Customer's service has been properly disconnected under provisions of this ordinance, the City shall not reconnect electrical service at the same or any other place at which the customer resides without payment in full of any delinquent fees and charges, together with a new deposit and any reconnection charges. The City shall only receive payment during regular business hours. If the Administrator determines that, based on past history or current circumstances, the Customer does not have a sufficient amount on deposit as security with the City, the City may assess an additional amount for security deposit equal to the previous highest month's bill.
  - u) Payment Responsibility. When a change of occupancy or other legal responsibility for payment for electrical service occurs, the owner (as applicable) and/or Customer, shall give the City notice of such change within two (2) working days prior to such change. The outgoing Customer shall be responsible for payment of all services and charges. The owner shall be responsible for any unpaid past due amount, only if the owner agrees in writing that they shall be responsible for said bill.
  - v) Closing (Final Bill). Closing bills are due and payable to the City on presentation. The City reserves the right to read the meter for a final bill within a period of two working days after the date requested by the customer and will use best efforts to read or disconnect on the day requested. The City may disconnect any current electrical service for any Customer who fails to pay or honor payment arrangements on a closed account being held by the City.
  - w) Penalty on Delinquent Accounts. The City shall charge a penalty, of a certain percentage as set by resolution on the delinquent portion of all utility accounts in excess of five hundred

dollars (\$500.00) or more to the Customer, beginning on the thirtieth day following the original due date.

- x) Returned Check Charges. The City may collect a charge as described by resolution for each check returned by a bank to the City.
- y) Rates and Fees. The City Council shall set all rates charged for electrical energy, connection, reconnection and other fees by resolution.

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

- a) Amount of Deposit. The City shall set the amount of a Utility Security Deposit by resolution. In the event that the total monthly bill for an account exceeds this deposit amount for a period of three months within a six month period, or if the balance due is over this deposit amount more than three times in a six month period and the customer has demonstrated any type of delinquency with regards to the payment of this account, the Administrator may require an additional amount be paid so that a larger Utility Security Deposit is being held for that account. If the Customer fails to pay the additional deposit amounts as required, this shall result in disconnection of services to the account.
- b) Payment of Deposit. The City requires the payment of the Utility Security Deposit in full prior to connection of any services to a new account. The City Administrator or designated representative may make payment arrangements for the deposit using guidelines approved by Council. The City shall not accept or use Security Deposits to pay amounts due on active accounts. If a Customer fails to pay a due bill and it is necessary to turn off services, the City shall not restore such services to said Customer until s/he has paid in full all outstanding bills due on all utility services and all re-connect fees.
- c) Requirement for Deposit. The City requires a Utility Security Deposit on each account, regardless of the number or type of utility services it provides to that account.
- d) Variations to Requirement for Deposit.
  - 1. Commercial Customers: A commercial customer who has a security deposit with the City for an account at a commercial location, shall not be required to pay a deposit on additional commercial location accounts. Security deposits on residential accounts of persons who also hold accounts that qualify as commercial do **not** qualify to be used for a commercial account deposit. Residences where home based businesses are operated shall not be considered commercial locations, unless the area of the residence being used for the commercial operation has electric and water meters that are separate from the electric and water meters that service the residential portion of the location.
  - 2. Builders and Developers: A builder or developer who has a security deposit with the City for an account at one temporary construction location or permanent development site, shall not be required to pay a deposit on up to four additional temporary location accounts or permanent development site accounts. Each additional deposit may also cover a maximum of five accounts. Security deposits on residential accounts of persons who also hold accounts that qualify as builder or developer do **not** qualify to be used for additional commercial or builder or developer accounts.

3. Landlords: A landlord shall not be required to pay a deposit on rental location accounts.
  4. Residential Customers-A: A residential customer who has a security deposit with the City for their residential account and is building a new home in the City that they shall move into when it is completed shall be required to pay an additional deposit on the account for the new home. When the customer moves into the new residence and closes the old account, the City shall apply the security deposit to the final billing. If the amount of the refund exceeds the final bill, the City shall return the remainder of the refund to the customer after the next regularly scheduled check run. Non-payment of the closed account shall result in disconnection of services at the new account location.
  5. Residential Customers-B. A residential customer who has a security deposit with the City for their residential account and is moving to another location is required to pay an additional deposit on the account at the new location. When the customer closes the old account, the City shall apply the security deposit to the final billing. If the amount of the refund exceeds the final bill, the City shall return the remainder of the refund to the customer after the next regularly scheduled check run. Non-payment of the closed account may result in disconnection of services at the new account location.
- e) Grandfathered Transition Customers:
1. Current utility account Customers who have a \$150.00 deposit with the City paid before November 2004, with the understanding that they would receive a refund of said deposit after twelve months of a good payment record, shall receive said refund as per their original agreement with the City.
  2. Current utility account customers who do not have a security deposit with the City or shall have that deposit refunded due to the deposit refund policy that was repealed in November 2004, shall also be required to provide a security deposit to the City, prior to resumption of service, under this policy when one of the following events occurs:
    - a. The City disconnects an account on two occasions for non-payment of balances due (a dishonored check qualifies as non-payment) that was used to make payment on that utility account.
    - b. The customer closes the account and opens a new account at another service location within the City's service area.
- f) Utility Security Deposit Refund. When an account is closed out, the City shall apply the security deposit to the final billing. If the amount of the refund exceeds the final bill, the City shall return the remainder of the refund to the customer after the next regularly scheduled check run.

**SECTION 5. Operational Requirements.**

- a) Interruptions and Outages. The City shall exercise reasonable diligence in supplying satisfactory and continuous electric service, but cannot and does not guarantee a constant and uninterrupted supply of energy. Whenever necessary for the purpose of making repairs or improvements to its system, the City shall have the right to temporarily suspend the delivery of electrical energy but, in such case, the City shall give reasonable notice if circumstances permit. Whenever an interruption of service can be foreseen, the City shall attempt to

schedule its activities with its customers' needs. Any interruption shall be of as short a duration as practical under safe operating conditions.

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

trees, they shall be liable for all damages and costs to repair any portion of the electrical system damaged by such trees.

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

consumption, demand and other charges to the customer based upon an estimate as determined by the City.

3. Failure to Heed Notice. The City shall disconnect those customers from its system at the point of delivery when the customer has failed to heed the two (2) notices above and make all City utility system parts readily and safely accessible to City utility employees, to the satisfaction of the utility department manager.
- n) Meter Seals. At the time of installation, the City shall seal the meter and no person shall tamper with or break the seal without prior authorization from the City. The City shall consider any tampering with the meter or unauthorized breaking of the seal as evidence of fraud.
- o) Separate Meters for Different Rate Classifications. If the Customer desires to use electricity for purposes classified under different rates, the City shall install separate meters to measure the current supplied at each rate and charge for the electricity passing through each meter at prices specified in the rate schedule for such separate uses.
- p) Meter Failure. Should any meter fail to register correctly the amount of energy or power used by the customer, the City shall estimate the amount of such use from the best available evidence.

#### **SECTION 6. Employees Prohibited.**

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

#### **SECTION 7. Customer's Responsibility.**

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

and local regulations. The City shall not be held liable for any loss or damage to person, or property, resulting from defects beyond the point of delivery, or in the customer's installation of equipment, or the delivery of energy thereto.

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

#### **SECTION 8. Relocation of Electric Facilities.**

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

#### **SECTION 9. Point of Delivery.**

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

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

#### **SECTION 11. Temporary Service.**

- a) The City may provide service to temporary construction as follows:
  - 1. The City shall bill for energy used for temporary single phase service for construction of a single family residence or duplex at the residential rate, in addition to the charge for installation and removal.
  - 2. The City shall bill for energy used for temporary single phase and/or three phase service, if available, for construction of apartments, offices, schools, churches, commercial and

industrial buildings or similar facilities and to provide energy for fruit stands, fairs, field offices, Christmas tree lots, etc. at the applicable rate schedule in addition to the charge for installation and removal.

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

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

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

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

**ADOPTED** by the City Council this ~~23<sup>rd</sup>~~ **26<sup>th</sup>** day of ~~July, 2012~~ **October, 2015.**

**APPROVED** by the Mayor this ~~23<sup>rd</sup>~~ **26<sup>th</sup>** day of ~~July, 2012~~ **October, 2015.**

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**Tom Cramblett**, Mayor

ATTEST:

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**Kathy Woosley**, City Recorder

**Enrolled**  
**House Bill 2599**

Sponsored by Representatives BUCKLEY, HOLVEY; Representative PILUSO, Senator MONNES ANDERSON (Presession filed.)

CHAPTER .....

AN ACT

Relating to termination of electric or natural gas service; and declaring an emergency.

**Be It Enacted by the People of the State of Oregon:**

**SECTION 1.** (1) As used in this section:

(a) "Heating season" means a billing period for a residential customer of a utility any portion of which occurs between December 1 and February 15.

(b) "Residential customer belonging to a protected class" means a person who is a residential customer of a utility who receives state or federal heating assistance and who is:

(A) A low-income senior citizen;

(B) An active duty member of the Armed Forces of the United States;

(C) A customer whose household includes a seriously ill individual or a person with a disability;

(D) A customer whose household includes a child under the age of 12 months;

(E) A customer who belongs to a household where the member of the household whose earnings are the primary source of support for the household has died within the past six months; or

(F) A customer who belongs to a household where the member of the household whose earnings are the primary source of support for the household has lost a job within the past six months.

(c) "Utility" means a public utility as defined in ORS 757.005, an electric cooperative organized under ORS chapter 62, a municipal utility organized under ORS chapter 225 or a people's utility district organized under ORS chapter 261.

(2) Each utility that provides electric or natural gas service to residential customers shall prepare a report on the utility's processes that mitigate, for nonpayment of a delinquent account, the termination of electric or natural gas service to a residential customer belonging to a protected class if the termination would occur:

(a) During the heating season;

(b) On any date for which the National Weather Service forecasts that the temperature of a location both within this state and the service territory of the utility will exceed 100 degrees Fahrenheit for a period of 12 or more hours; or

(c) On any date for which the National Weather Service forecasts that the temperature of a location both within this state and the service territory of the utility will be less than 32 degrees Fahrenheit for a period of 12 or more hours.

(3) A public utility, as defined in ORS 757.005, that provides electric or natural gas services to residential customers shall submit the report described in subsection (2) of this section to the Public Utility Commission no later than November 1, 2015.

(4) Each electric cooperative organized under ORS chapter 62, municipal utility organized under ORS chapter 225 and people's utility district organized under ORS chapter 261 shall submit the report described in subsection (2) of this section to the governing body of the respective electric cooperative, municipal utility or people's utility district no later than November 1, 2015.

**SECTION 2.** This 2015 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2015 Act takes effect on its passage.

Passed by House April 28, 2015

Received by Governor:

Repassed by House June 1, 2015

.....M.,....., 2015

Approved:

.....  
Timothy G. Sekerak, Chief Clerk of House

.....M.,....., 2015

.....  
Tina Kotek, Speaker of House

.....  
Kate Brown, Governor

Passed by Senate May 28, 2015

Filed in Office of Secretary of State:

.....  
Peter Courtney, President of Senate

.....M.,....., 2015

.....  
Jeanne P. Atkins, Secretary of State

AGENDA ITEM NO: 5.d.

## CASCADE LOCKS STAFF REPORT

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**Date Prepared:** October 5, 2015

**For City Council Meeting on:** October 12, 2015

**TO:** Honorable Mayor and City Council

**PREPARED BY:** Gordon Zimmerman, City Administrator

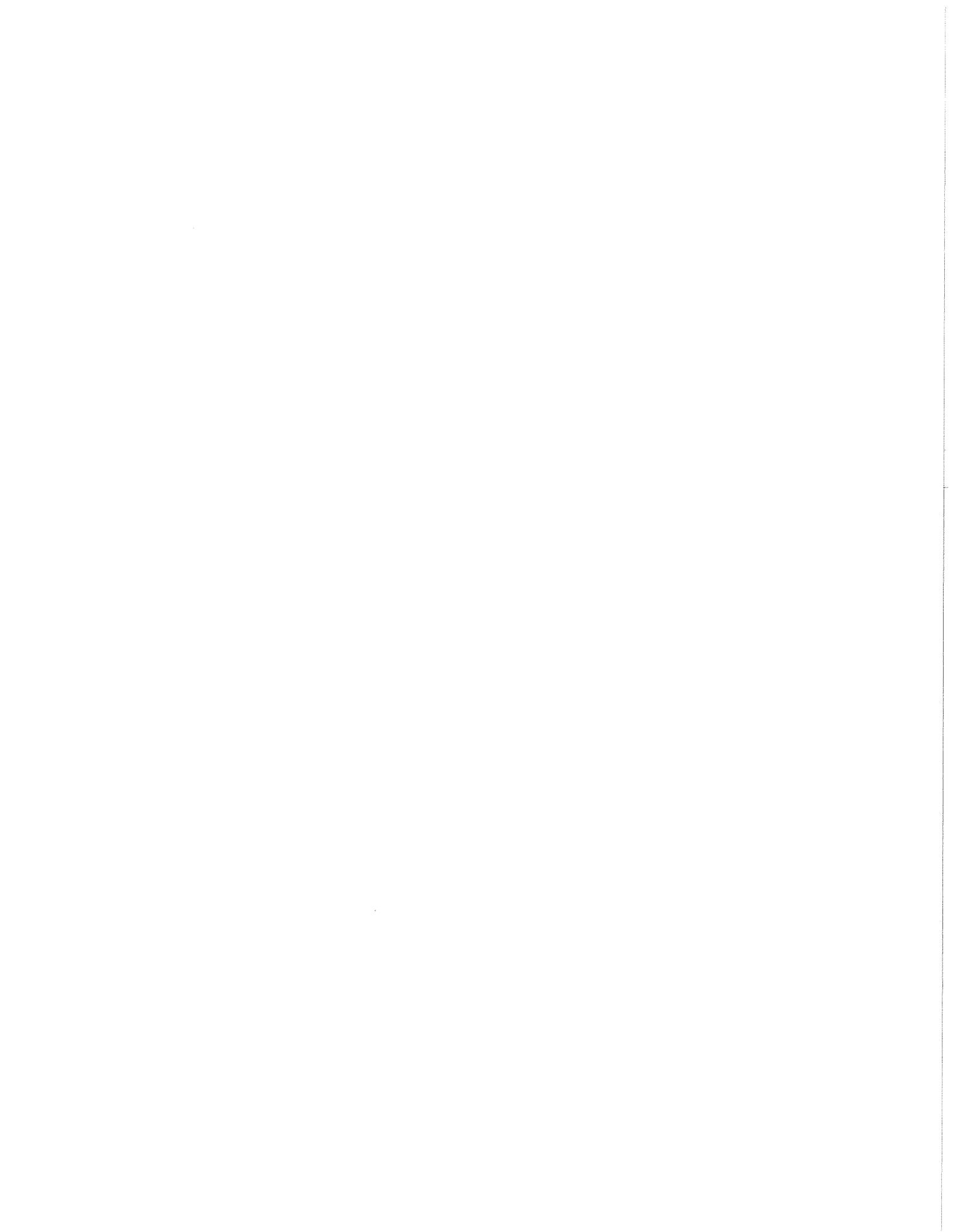
**SUBJECT:** Approve Employment Contract with City Administrator

**SYNOPSIS:** Mr. Zimmerman's contract is due to expire December 31, 2015. Working with the City Council, the attached contract has been negotiated.

**CITY COUNCIL OPTIONS:** Approve or reject the contract.

**RECOMMENDED MOTION:** Council discretion.

**FINANCIAL REVIEW:** The financial impact is presented at the end of the contract.



**CITY OF CASCADE LOCKS  
CITY ADMINISTRATOR EMPLOYMENT AGREEMENT**

**DATE:** \_\_\_\_\_

<b>PARTIES:</b>	City of Cascade Locks An Oregon municipal corporation	“City”
	Gordon Zimmerman	“Employee”

**RECITALS**

1. The City desires to retain the services of Gordon Zimmerman as City Administrator, as provided by the City Charter, and Gordon Zimmerman desires to be so employed.

2. It is the desire of the Cascade Locks City Council (“Council,”) to provide certain benefits, compensation, establish certain conditions of employment and to set working conditions of said Employee as provided herein.

**AGREEMENT**

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

**Section 1. Duties.** The City agrees to retain Employee as City Administrator to perform the functions and duties specified in the City Charter and the ordinances and resolutions of the City, and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign.

**Section 2. Term.**

a. Employment as City Administrator shall be for four (4) years, commencing on January 1, 2016 and continuing until December 31, 2019. Employment will continue as a Non-PERS employee from January 1, 2020 through June 30, 2020. Council will conduct annual evaluations of Employee’s performance. Evaluations will be conducted in a manner consistent with Section 5 of this Agreement.

b. This Agreement shall be reviewed and may be subject to change, with approval of Employee and City and in writing, at the time of each annual performance evaluation of Employee.

c. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Employee at any time, subject only to the

provisions set forth in Section 3.

d. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with City, subject only to the provision that Employee shall give City sixty (60) days written notice in advance, unless the parties agree otherwise in writing.

**Section 3. Termination and Severance Pay.**

a. In the event employment and this Agreement are terminated after the probationary period by the Council without cause, the City agrees to pay Employee a lump sum cash payment equal to six (6) months aggregate salary as severance pay.

b. In the event Employee voluntarily resigns his position with the City, or the City terminates the Agreement and Employee's employment for cause, then the City shall have no obligation to pay severance pay.

c. 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/or excessive absence.

d. In the event City desires to terminate Employee's employment and this Agreement for cause, Employee will be entitled to notice of the reasons for the proposed termination and an opportunity to respond in a due process hearing.

e. In any event, upon separation from employment with the City, in addition to any salary or severance pay that is due under this Agreement, Employee shall also be compensated for any accrued vacation and other accrued benefits in accordance with the City's Personnel Handbook.

**Section 4. Salary.**

a. The City agrees to pay Employee for his services rendered pursuant hereto an annual base salary as follows:

\$75,000 for the calendar year 2016,  
\$80,000 for the calendar year 2017,  
\$85,000 for the calendar year 2018, and  
\$90,000 for the calendar year 2019.  
\$45,000 for the final six (6) months of employment in 2020.

These terms are subject to review by the Council during 2017 for the possible adjustment for 2018 and 2019. Employee's annual base salary shall be payable in installments at the same time as other employees of the City are paid. The City may increase the base salary and/or other benefits of Employee in an amount and extent as the Council may determine on the basis of an annual performance and salary review of Employee, made at the same time as similar consideration is given other management employees generally.

**Section 5. Performance Evaluation.**

a. A primary duty of the City Administrator is to regularly assist the Council in establishing priorities, goals and objectives for the operation of the City, including, but not limited to priority setting for upcoming and future budget processes. City shall annually review the performance of Employee in June subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by City and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to Employee within 30 days of the evaluation meeting.

b. Annually, the Council and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the Council's policy objectives and shall further establish a relative

priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

c. In implementing the provisions of this Section, the Council and Employee mutually agree to abide by the provisions of applicable law.

**Section 6. Hours of Work.**

a. It is recognized that Employee must devote a great deal of time outside the normal office hours on business for City, and to that end Employee shall be allowed to establish an appropriate work schedule with the approval of the Council.

b. Pursuant to the City's Personnel Handbook, Employee is considered a management employee.

c. The position of City Administrator falls under the definition of executive personnel as defined in the Oregon Administrative Rules and is exempt from overtime provisions. Employee is required, for a fixed salary, to render all services as may be necessary to complete assigned duties and responsibilities in a proper and efficient manner. Employee may be required to work more than forty hours one week and less than forty in another week and will receive equal pay for each week. However, Employee must use accrued vacation leave, sick leave, or other allowed leave if absence from work extends more than two consecutive workdays.

**Section 7. Outside Activities.** Employee shall not spend more than one hour per week in teaching, counseling, or other non-City connected business, for which he receives compensation, without the prior approval of the Council. Any such outside arrangements must not constitute interference or a conflict of interest with his responsibilities under this Agreement.

**Section 8. Automobile and Cell Phone Allowances.**

a. Employee shall be reimbursed at the full Federal rate for all travel required for the conduct of duties of this position.

b. Employee shall receive from City the sum of \$100 per month as a cell phone allowance. Responsibility for the cell phone and payment of all cell phone services is the sole responsibility of Employee.

**Section 9. Vacation, Sick Leave and Administrative Leave.** Employee will accrue sick leave and vacation time at the rate of a senior level employee with 16 or more years of service (200 hours per year) as provided in the City's Personnel Handbook. All other leave shall be in accordance with the City's Personnel Handbook. Maximum accrual rates for all leave shall

be consistent with the City's Personnel Handbook.

**Section 10. Disability and Life Insurance.** Employee shall be entitled to receive all insurance benefits provided to represented employees of the City. The City shall pay the same premium for Employee's policies that City pays for represented employees of the City.

**Section 11. Retirement.**

a. City agrees to continue the enrollment of Employee in the Oregon State Public Employees Retirement System (PERS). City shall pick up the Employee portion of PERS beginning July 1, 2016.

**Section 12. Business Expenses.**

a. City agrees to pay for professional dues and subscriptions of Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement, and for the good of City.

b. Employer agrees to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for City, including but not limited to the ICMA Annual Conference, the League of Oregon Cities Annual Conference, and such other functions of national, regional, state, and local governmental groups and committees in which Employee serves as a member.

c. City acknowledges the value and desires to have Employee participate and be directly involved in local civic clubs and organizations. City shall pay membership expenses and dues for those civic groups for which Employee determines his membership is beneficial to the City.

d. Payment of the expenses provided in this Section is subject to approval by the Council and budgeting through the City budget process.

e. Other business related expenses incurred by Employee not outlined in this Section may be reimbursed pursuant to the City's Personnel Handbook.

f. Employee shall make periodic reports to the Council on the activities described in this Section in which Employee participates.

**Section 13. Other Terms and Conditions of Employment.** Unless otherwise provided herein, all provisions of the City Charter and Code, and regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, health insurance, dental insurance, vision care insurance, holidays, and other fringe benefits as they now exist or

hereafter may be amended, which may include increases or decreases in benefits, also shall apply to Employee as they would to any other employees of the City.

**Section 14. Residency.** Employee shall maintain residency within Cascade Locks City limits.

**Section 15. Confidentiality.**

a. Employee recognizes that City has and will have future plans, business affairs, employment, legal, and litigation matters, and other proprietary information that are valuable, special and unique assets of City and need to be protected from improper disclosure. Employee agrees not to, at any time or in any manner, either directly or indirectly, use any information for his own benefit, or divulge in any manner to any third party without the prior written consent of City. Employee will protect the information as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement and cause for termination.

b. If it appears that Employee has disclosed (or has threatened to disclose) information in violation of this Agreement, City shall be entitled to an injunction to restrain Employee from disclosing, in whole or in part, such information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. City shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

c. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

**Section 16. Fire Chief.** Employee shall maintain the administrative title of Fire Chief for the purposes of State records throughout the term of this contract.

**Section 17. Notices.** Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- |    |                  |  |
|----|------------------|--|
| a. | <u>CITY:</u>     | Mayor<br>City of Cascade Locks<br>140 S.W. WaNaPa<br>P.O. Box 308<br>Cascade Locks, OR 97014 |
| b. | <u>EMPLOYEE:</u> | Gordon Zimmerman<br>PO Box 404<br>22 NE Cragmont Apt. #4<br>Cascade Locks, OR 97014          |

Alternatively, notices required pursuant to this Agreement may be personally served in

the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Either party may change their address from time to time by providing written notice to the other in the manner set forth above.

**Section 18. General Provisions.**

- a. The text herein constitutes the entire agreement between the parties.
- b. This Agreement is binding upon and shall inure to the benefit of the heirs at law and executors of Employee.
- c. This Agreement shall become effective upon signing by both parties and continue until terminated by either party.
- d. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- e. This agreement shall be construed and interpreted in accordance with Oregon law. Any claim, action, suit or proceeding between City and Employee that arises from or relates to this agreement shall be brought and conducted in the Circuit Court of Hood River County for the State of Oregon.

**IN WITNESS WHEREOF**, the City of Cascade Locks has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Recorder, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

**CITY OF CASCADE LOCKS**

**EMPLOYEE**

\_\_\_\_\_  
Tom Cramblett, Mayor

\_\_\_\_\_  
Gordon Zimmerman, City Administrator

ATTEST:

\_\_\_\_\_  
Kathy Woosley, City Recorder

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Ruben Cleaveland, City Attorney

Estimated Changes to City Administrator Contract  
For 2016-2020

	Current	New	Change	
2016 Salary	\$ 65,557	\$ 75,000	\$ 9,443	14%
Health Insurance	\$ 22,394	\$ 24,829	\$ 2,436	11%
Cell Phone Allowance	\$ 360	\$ 1,200	\$ 840	333%
PERS Employer Portion	\$ 12,239	\$ 21,480	\$ 9,241	75%
PERS Employee Pickup	\$ -	\$ 2,250	\$ 2,250	
<b>Total</b>	<b>\$ 100,550</b>	<b>\$ 124,759</b>	<b>\$ 24,209</b>	<b>24%</b>

2017 Salary	\$ 80,000	7%
Health Insurance	\$ 24,829	
Cell Phone Allowance	\$ 1,200	
PERS Employer Portion	\$ 22,912	
PERS Employee Pickup	\$ 4,800	
<b>Total</b>	<b>\$ 133,741</b>	<b>7%</b>

2017 Salary	\$ 85,000	6%
Health Insurance	\$ 24,829	
Cell Phone Allowance	\$ 1,200	
PERS Employer Portion	\$ 24,344	
PERS Employee Pickup	\$ 5,100	
<b>Total</b>	<b>\$ 140,473</b>	<b>5%</b>

2017 Salary	\$ 90,000	6%
Health Insurance	\$ 24,829	
Cell Phone Allowance	\$ 1,200	
PERS Employer Portion	\$ 25,776	
PERS Employee Pickup	\$ 5,400	
<b>Total</b>	<b>\$ 147,205</b>	<b>5%</b>

## CASCADE LOCKS STAFF REPORT

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**Date Prepared:** October 5, 2015

**For City Council Meeting on:** October 12, 2015

**TO:** Honorable Mayor and City Council

**PREPARED BY:** Gordon Zimmerman, City Administrator

**SUBJECT:** Discussion of Neutral Ground Mediation Services

**SYNOPSIS:** Please see the attached proposal from Holly Wells, Neutral Ground Mediation Services.

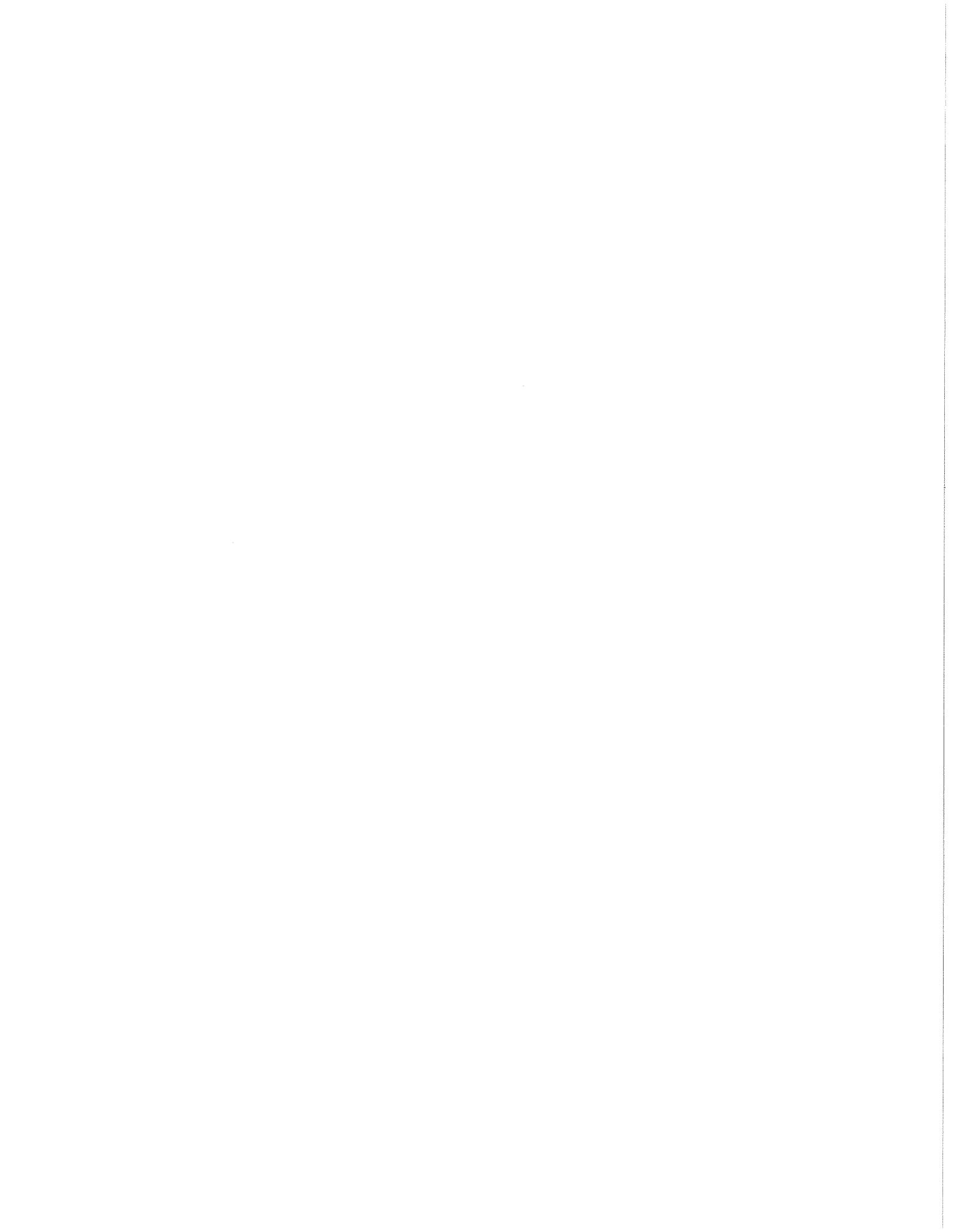
Since this proposal is over \$10,000, we will need to seek two additional informal proposals as required by State procurement law, before we can proceed.

**CITY COUNCIL OPTIONS:**

1. Do nothing at this time.
2. Direct staff to seek other providers.
3. Negotiate a lower cost.

**RECOMMENDED MOTION:** Discussion item only.

**FINANCIAL REVIEW:** After the determination of a direction and price, the City and the Port will need to work out the financial details include source of funds and proportionate organizational support.





September 31, 2015

TO: City Council, Cascade Locks

FROM: Holly Wells, Neutral Ground Mediation

RE: Agenda Item *for Discussion*, October 12, 2015 Council Meeting

I believe the attached proposal, "Cascade Locks: Toward an Alternative to Adversarial Debate," is basically self-explanatory. It grew out of my experience at the June 25 Town Hall meeting concerning the proposed Nestle water bottling plant, followed by several conversations with residents. Although I am a professional mediator, my efforts in this project *to this point* have been entirely pro bono and are a continuation of my lifetime commitment to transparent, values-based, trust-building communication.

Five residents, Margie Curtis, Ken Wittenberg, Marva Janik, Gary Munkhoff, and Bernard Seeger, will attend the meeting in support of this proposal for an alternative process for discussing and deciding the Nestle question.



## **Cascade Locks: Toward an Alternative to Adversarial Debate**

### **Background Information and Framing of Intent**

Holly Wells

July-September 2015

**(DRAFT #4-6 HW 9/30/15)**

### **I. Purpose of a Proposed Gathering**

This is a proposal to convene a community-wide gathering to transcend the conflict in the matter of siting a Nestle bottling plant in Cascade Locks.

Based on my attendance at the June 25 Nestle town hall meeting and some preliminary historical research, it appears that the Nestle issue has led to a lot of distrust that is making straightforward information sharing and effective decision-making nearly impossible. My expertise is in conflict resolution and, with this proposal, I am initiating a path for residents of Cascade Locks *together* to find a collaborative alternative to the adversarial approach that has left many in Cascade Locks upset and confused in recent years.

From my professional experience, it is likely that the Nestle question would be an excellent topic for decision making, specifically *because of* the high emotions that this issue has raised. The process of Convergent Facilitation that this proposal is based on is designed to ensure that *all* participants' views, values, and concerns are heard and *seriously* dealt with by the full group in a continual adjustment of each proposal (small and large) until it reaches a point of agreement.

The essential quality that makes this process different from some political and group processes is that it transcends winners and losers and makes debate unnecessary. At every step of the process, all proposed forward movement is agreed to by all or doesn't happen. With a little coaching and practice, the gathered citizens will likely see the value of this "fail-safe" and become willing and able to reach agreements that work for everyone. The possibilities that open up in this way are hard to imagine unless experienced.

Nonviolent Communication, created by Marshall Rosenberg, Ph.D, in the 1960s.<sup>1</sup> She has used this process to support groups of all kinds in reaching decisions collaboratively. The process rests on the following principles:

- When people who are polarized from each other come to have true mutual understanding about the values which underlie their respective positions, they develop goodwill and unleash creative energy.
- When values get converted into criteria for a decision with mindful attention to framing them in language that is noncontroversial, the criteria can then be shared by all.
- With the shared ownership of criteria, with knowing that what's important to everyone is included in the list of criteria, and with the understanding of the difference between a preferred solution and a livable solution, groups can then come up with solutions that work for everyone, even when they are not ideal for anyone.

This is not the only option that may be helpful to Cascade Locks, of course. A plethora of other approaches exist, with similar principles, that have shown dramatic improvements in trust and communication. As one example, in Denmark, citizen groups which are chosen at random are brought together to discuss controversial issues. They interview experts, research the issues, and eventually receive expert facilitation and reach unanimous conclusions which are then brought to the government as proposed policy changes. I am proposing Convergent Facilitation because it has had such dramatic results (see attachment for information about a recent collaborative lawmaking success in Minnesota) and allows for participation by many in the community.

#### **IV. How It Works**

The process I would like to see used in Cascade Locks has three phases:

##### **1. Needs/Criteria Gathering**

During this phase, all the positions and data are heard, and the underlying values and needs are identified and converted into criteria for any proposed decision that are agreed upon by all present. Although this is always a crucially important part of the process, because of the fairly high levels of mistrust that I am already aware of, this is even more so in this particular situation. Depending on how many people agree to participate, and on a number of other considerations, this could take two evenings.

This phase has two end-products. One is a list of criteria and considerations that are held as applying to everyone even if not generated by them. The only reason this works is because during the facilitation everything gets framed in positive, noncontroversial terms. For example, a statement that "A Nestle bottling plant will/will not reenergize the economic health of Cascade Locks" – which would be

being invited to accept or not accept a particular proposal. When this happens, some major revisions to the proposed solutions, or merging parts from different proposals, may be necessary to accommodate additional criteria that may not have been present or known before. It is impossible to predict how long it can take, though previous experience is that the trust and goodwill that develop in the earlier phases, when people truly see that their concerns are not going to be left behind even if they are in the minority, carry groups forward into resolution.

The outcome of this phase is a package of Nestle-related decisions that each participant is willing to live with and to share with their contacts in the community. Because *all* elected leaders are strongly invited to attend and participate in the gathering, one hoped-for outcome is that the decisions adopted by the group are carried forth as a proposed response to the Nestle situation, presented *by and to* Cascade Locks citizens and governing structures.

During each of the phases, only those decisions are made that everyone can accept. There is no voting except as informal, non-binding information-gathering about which people are ready for a proposal to move forward and which have additional issues they would like the group to consider before finalizing its decisions. Such information is helpful to estimate how much more work is needed, and to choose the likely direction to stretch into next in order to reach agreement.

Whenever a decision needs to be made – be it about how to proceed in the moment or about a specific Nestle-related proposal – “minority” positions are engaged with to identify the concerns that led to the position they espouse in that moment, and that engagement, using the process described above, affects the ultimate decision. I put minority in quotes because it’s not about the initial positions that people come into the room with, and thus is not about how many people represent which position. Rather, it’s about the number of people *in any given moment* that are in favor of a particular decision or outcome. In Miki’s experience of using this process, often enough it’s an initial minority position with some tweaks that becomes what everyone agrees to rather than an initial majority position. Because of this level of engagement with everyone’s concerns, and because everyone is being heard every step of the way, the likelihood of one person stalling the process is drastically diminished. Every concern that a person might have is folded back into the process only to increase the robustness of the outcome.

## V. Participation

- I am thinking that a gathering of 50-100 people, would allow for extensive participation by “ordinary citizens,” as well as office holders and other leadership. A selection process will be decided during a planning meeting in Cascade Locks to discuss this proposal. The goal is to get a broad-based, highly diverse, and

## **VII. Additional Notes**

- Because trust-building and -preserving is so essential for this process to succeed, I want to be involved before, during, and after the facilitation. I would like to shepherd this process to completion.
- I am pursuing funding for this project, but believe it will have a long-term public benefit that makes it worth City and Port support (minimally: facilities, food, administration and supplies). Ideally, I am seeking funding to allow Miki Kashtan to travel and stay as needed from the Bay Area (several days surrounding the gathering). Funds will be used to pay transportation and lodging for her, and her hourly rate will not be paid to her directly, but will go to the non-profit organization she founded dedicated to creating a world that works for all.<sup>2</sup>
- I will provide, prior to October 12, two alternative budgets for \$10,000-\$22,000 (subject to negotiation), depending on whether Miki facilitates or I do and on possible logistics decisions. I'll also note items where the City and Port can best contribute.

## **VIII. Conclusion**

I look forward to discussing this process at an upcoming meeting in Cascade Locks, which will be scheduled if/when this project is approved by the City Council (perhaps October 26?). I sincerely intend that everyone's questions will be addressed. It is, in fact, part of the process itself that everyone's issues and concerns are brought up and addressed to their satisfaction. To me, my presentation on October 12 (and any followup needed at a subsequent meeting) and the planning meeting are initial "samples" of what a collaborative and effective process could look like. My deepest desire with regards to this project is to support Cascade Locks in maximizing its citizens' well-being in the months and years to come.

solutions. Recently, Miki worked with a group of state legislators, lobbyists, and activists to break through deep political polarization around the issue of child custody.<sup>3</sup> The longtime adversaries ended up coauthoring legislation that passed nearly unanimously in 2015. Convergent Facilitation has also been used by a city council in Denmark, a political party in the Netherlands, the international board of a major financial institution, and a global summit of groups from 22 countries working to establish departments of peace in their respective governments. The bottom line: With Convergent Facilitation, large groups can often reach agreement on a disputed issue very quickly.

## Addenda

<sup>1</sup>See [http://en.wikipedia.org/wiki/Nonviolent\\_Communication](http://en.wikipedia.org/wiki/Nonviolent_Communication) for a general description of the process of Nonviolent Communication and its history, and *Nonviolent Communication: A Language of Life*, Marshall Rosenberg's book.

<sup>2</sup>Miki receives a fixed salary from BayNVC that is orders of magnitude below the amounts she would request for her actual time on this project. Everything beyond her own salary and that of other staff allows the organization to continue to offer its services at low or no cost to community organizations and groups without any budget, and to individuals who could not otherwise attend workshops.

<sup>3</sup>See <http://baynvc.org/minnesota-dialogues/> for a description of this project.



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Hood River County Sheriff's Office  
 Statistical Information  
 City of Cascade Locks  
 September 2015

Case Numbers associated with Cascade Locks				Call Breakdown
Case #	Date	Officer	Classification	
S150793	09/01/15	16	Medical	0 Alarms
S150794	09/01/15	15	Vandalism	4 Animal Control
S150798	09/02/15	14	Warrant	1 Assault
S150802	09/03/15	20	Theft	0 Burglary
S150810	09/04/15	20	Prowler	1 Civil Issue
S150813	09/05/15	14	Vehicle stop	2 Disturbance / Nuisance
S150816	09/05/15	14	Prowler	2 Domestic Situation
S150815	09/05/15	14	Search & rescue	1 Drug Activity
S150819	09/06/15	13	Theft	1 Harassment
S150827	09/08/15	27	Search & rescue	0 Hit & Run
S150844	09/11/15	14	Theft	1 Juvenile Problem - MIP, Missing, etc.
S150846	09/11/15	14	Sex offense	1 Marine
S150847	09/11/15	14	Property	2 Mental / Suicide
S150857	09/14/15	12	Prowler	0 Missing Person
S150861	09/15/15	18	Theft	15 MVC / Traffic Complaint / Assist
S150863	09/15/15	15	Welfare check	2 Order Violation - Restraining, No Contact, etc.
S150866	09/16/15	12	Suspicious circumstance	2 Property - Lost/Found
S150877	09/18/15	21	Harassment	10 Paper Service & Attempts
S150882	09/19/15	26	Trespass	4 Request for Assistance / 911 Hangups/Welfare
S150887	09/21/15	12	Theft	0 Robbery
S150893	09/22/15	26	Officer initiated	1 Sex Crimes / Rape
S150900	09/24/15	22	Property	0 Subject Stop
S150903	09/24/15	12	Search & rescue	13 Suspicious Activity / Prowler / UEMV
S150909	09/25/15	20	Assault	7 Theft (inc SV/UUMV)
S150916	09/27/15	14	Suspicious circumstance	18 Traffic Stops
S150926	09/30/15	15	Suspicious circumstance	3 Trespass / Unwanted Subject
<b>Total</b>	<b>26</b>			0 Unattended Deaths
				1 Vandalism
				7 Warrant Service & Attempts
				2 Weapons / Shots Fired

Total Number of Cascade Locks patrols 47

Total Calls for Service 131

(includes followup, OFCR initiated, agency assist, SAR, etc.)

Hours worked by Deputy Harvey 70.03  
 Hours worked by other personnel 43.58

0 Alarms	4 Animal Control	1 Assault	0 Burglary	1 Civil Issue	2 Disturbance / Nuisance	1 Drug Activity	1 Harassment	0 Hit & Run	1 Juvenile Problem - MIP, Missing, etc.	1 Marine	2 Mental / Suicide	0 Missing Person	15 MVC / Traffic Complaint / Assist	2 Order Violation - Restraining, No Contact, etc.	2 Property - Lost/Found	10 Paper Service & Attempts	4 Request for Assistance / 911 Hangups/Welfare	0 Robbery	1 Sex Crimes / Rape	0 Subject Stop	13 Suspicious Activity / Prowler / UEMV	7 Theft (inc SV/UUMV)	18 Traffic Stops	3 Trespass / Unwanted Subject	0 Unattended Deaths	1 Vandalism	7 Warrant Service & Attempts	2 Weapons / Shots Fired		
<b>101 Total</b>																														

*Brian Rockett*  
 Brian Rockett, Chief Deputy

