

CITY of CASCADE LOCKS

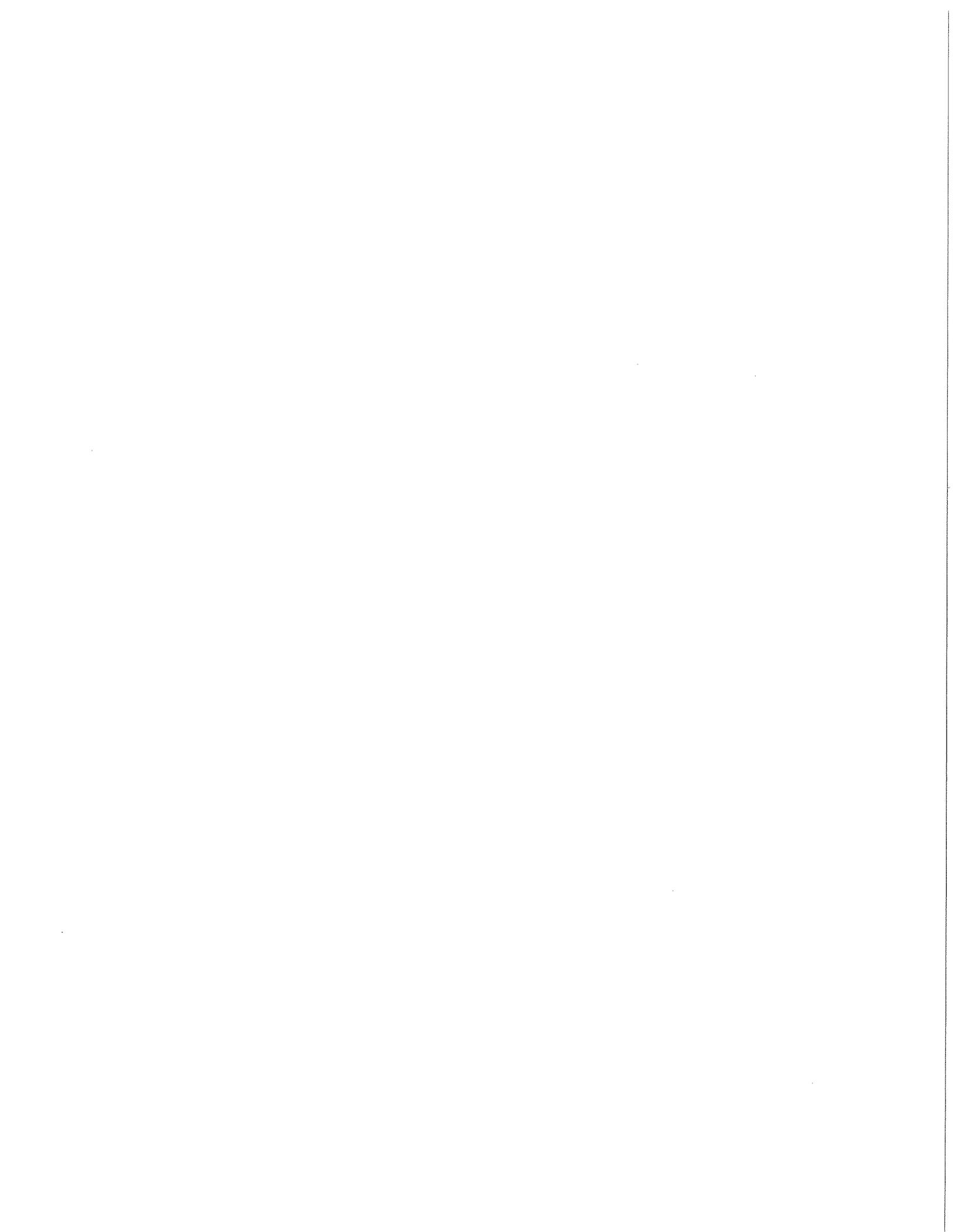
AGENDA

CITY COUNCIL MEETING, Monday, September 14, 2015, 7:00 PM, CITY HALL

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

1. **Oath of Office Administered to Kevin Rutherford.**
2. **Call to Order/Pledge of Allegiance/Roll Call.**
3. **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.)
4. **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 August 24, 2015 Minutes.**
 - b. **Ratification of the Bills in the Amount of \$ 229,411.64.**
5. **Public Hearings.**
6. **Action Items:**
 - a. **Appointment to Committees.**
 - b. **Approve Contract with BKI.**
 - c. **Discussion of Council Rules.**
 - d. **Approve Resolution No. 1336 Increasing Electric Rate.**
 - e. **Approval of Water System Improvement Project Change Notice.**
7. **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.)
8. **Reports and Presentations.**
 - a. **City Committees.**
 - b. **Wildland Fire Response.**
 - c. **Electrical Department System Update.**
 - d. **City Administrator Zimmerman Report.**
9. **Mayor and City Council Comments.**
10. **Other matters.**
11. **Executive Session per ORS 192.660 (h) Legal Counsel.**
12. **Adjournment.**

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



1. **Call to Order/Pledge of Allegiance/Roll Call.** Mayor Cramblett called the meeting to order at 7:00 PM. CM's Randall, Fitzpatrick, Walker, Busdieker, and Mayor Cramblett were present. CM Groves was excused. Also present were City Administrator Gordon Zimmerman, City Recorder Kathy Woosley, Ed and Aurora del Val, Kathy Tittle, Tom Schneider, Holly Wells, Cody Steelman, Betty Rae Dougherty, and Pat Hesgard.

2. **Additions or amendments to the Agenda.** Mayor Cramblett said Pat Hesgard could give her report after the Consent Agenda. CA Zimmerman said item 7.b. is postponed to the next meeting.

3. **Adoption of Consent Agenda.**

- a. **Approval of August 10, 2015 Minutes.**
- b. **Ratification of the Bills in the Amount of \$ 110,989.95.**
- c. **Approve OLCC Renewals for Local Businesses.**
- d. **Approval of Bond Counsel Contract.**

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

Pat Hesgard encouraged all citizens to come to the Old Timers Picnic. She said all residents, neighbors, and relatives are welcome. She said there would be games, prizes and a good time for all. She said she would like to see the Old Timers Picnic continue for years to come. She said the picnic is on September 6th and the Annual School Reunion is on September 5th.

4. **Public Hearings.** None.

5. **Action Items:**

- a. **Appointment to Committees.** Mayor Cramblett appointed Harry Troeger to the Tourism Committee and CM Randall to the Joint Work Group Committee. CM Busdieker said she was in agreement with Harry for the Tourism Committee.
- b. **Approve Resolution No. 1335 Authorizing a Loan for the Water System Improvement Project from the USDA-RUS.** **Motion:** CM Fitzpatrick moved, seconded by CM Walker, to approve Resolution No. 1335.

CM Busdieker asked if Cascade Locks has mandatory hookups as outlined on page 4, number 7. CA Zimmerman said that is state law.

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

- c. **Annual Review of Council Rules.** CA Zimmerman explained this is a time for Council to review the Council Rules and if any changes are made a resolution will be brought back for approval at the next meeting. CM Busdieker asked for privileged documents to be specifically listed as she is very concerned about transparency. CA Zimmerman said he would ask the City Attorney to review.

- d. **Discussion of Crosswalk Engineering.** CA Zimmerman said the Community Action Team questioned ODOT about the crosswalks on WaNaPa. He said ODOT stated that the two crosswalks at the east end of WaNaPa are the only ODOT approved sidewalks. He said the other three sidewalks are the City's responsibility. CA Zimmerman said that ODOT is claiming that the

crosswalks were never approved by ODOT and if someone were to get injured while in the crosswalk, the City would be liable. He said the first step in getting the crosswalks approved is to pay for an engineering study at an estimated cost of \$20,000. CA Zimmerman said then the City would have to find a funding source to improve the crosswalks to ODOT standards.

Mayor Cramblett asked what would ODOT do if the City just paved over the crosswalks. He said if paved over then the City would not have the liability. CM Walker said the City is asking people to come to Cascade Locks and would not look good to take away three crosswalks. He said if put in correctly they will be safer. Mayor Cramblett said the cost will be on the City and wondered what ODOT's responsibility is. CM Walker said the crosswalks were not put in correctly so now we need to take care of it. CM Randall added that we need to consider the future and that Cascade Locks is getting more congested. He said it is not an option to get rid of the crosswalks. He said this could be taken care of while doing the water improvement project. CM Randall said parking, as well as, crossing the street are going to be issues for Cascade Locks. CM Busdieker said having only the two crosswalks at the east end of town would not be efficient for pedestrians for downtown and removing crosswalks says safety is no concern. Mayor Cramblett explained that he was playing "devil's advocate". He said we don't have the money for this and said ODOT should have a part in this as it is their street. CA Zimmerman said the City should take the first step and get the engineering done to determine the proper location and how they are supposed to be designed. He said then the City can look for funding. Council was in agreement.

e. Approval of Water System Improvement Project Change Notice. CA Zimmerman explained that more testing was required so the original estimate of \$10,000 for the study is now at a cost of more than \$38,000. **Motion:** CM Walker moved, seconded by CM Fitzpatrick, to approve the amendment to Owner-Engineer Agreement No. 1 for the additional expense required by the archeological study.

CM Randall asked for an explanation of further testing. CA Zimmerman said there could have been Native American artifacts so additional 7' pits were dug. He said there were no significant findings. CM Randall said the environmental study had to be completed before the Letter of Conditions. CM Busdieker said she would like to review the environmental study before making a decision.

Council did not vote. They requested additional time to review the environmental study before making the decision.

f. Discussion of Potential Electric Utility Rate Increase. CA Zimmerman reported that BPA would be initiating a rate increase effective October 1, 2015. He said these increases would cost the City about \$37,100 for the nine months remaining in the fiscal year. He explained that a 1.9% would be required just to match the increased cost.

Cody Steelman said there is a previous mess to be cleaned up. He cited ORS 225.210-270. He said if the City was setting with the accordance to law the rate would be increased 11.5%. He said there is a 5% increase that was done illegally in the past that needs to be paid back to the electrical fund. He said if this is not taken care of then you are doing financial harm to every consumer in town and that is when the law suits begin. Cody told Council that the City cannot make a profit on the water or the sewer inside the city limits. He said electric is ruled by the federal government. He said what is happening to this utility right now is a major crime. He said

the City has already spent \$30,000 fighting him on this and another \$40,000 on a consultant. He said he is not going to let the City get by with this.

CM Walker said he has heard Cody talk about this before. He asked about the borrowed money. Cody said money was borrowed from all utilities. He said he didn't care about the CATV and broadband but his major concerns were the water and sewer funds. He said and it isn't "borrowed" it is "theft". CM Walker asked Cody if he was proposing that the 5% be paid back before any other increases are initiated. He asked when was the last electric rate increase. CA Zimmerman said there has not been an electric rate increase for the citizens since 2006. CM Walker asked what the increase has been from BPA. CA Zimmerman explained the rate increases from BPA since 2006. Mayor Cramblett said BPA increased the rate two years ago and the City, at that time, decided to absorb that increase. He said to maintain the level the increase would have to be 1.9%. There was some discussion about future Tier 2 rates. CA Zimmerman said the City can absorb this increase but Council needs to understand that the beginning balance next year will be lower.

CM Walker said, whether right or wrong, Cody has had the same message but our attorney states that Cody is not right. CA Zimmerman said the City has the right to transfer funds. He said the City is not out of compliance. CM Walker asked if the City were out of compliance would that be caught by auditors or from the forensic audit. CA Zimmerman said that it would. He said the City was challenged and found to be operating properly.

CM Busdieker said she didn't think that the City could absorb any more increases. There was some discussion regarding natural gas, green energy sources, and industrial rates. Mayor Cramblett said he would like to see the charges from BPA with an average cost.

There was direction from Council to increase 1.9% on usage and keep the base rate the same. CA Zimmerman said a resolution would be coming before Council.

6. **Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community.** Tom Schneider said he is from Oregon City but has roots here. He said when participating in a marathon here last week he spoke with someone regarding a proposal from a company that wants to tap into spring water. He said this water would be taken out of the drainage and that volume of water will affect all the rivers downstream. He said his concern is about a decision made suggesting that there is water available in these days of uncertain climate change.

Tom said Nestlé is not beholding to anyone. He said he wanted to make his thoughts known. He said anything going into a plastic bottle is different once put into a plastic bottle. He said the water should be coming from a secondary source and not a primary source that affects everything downstream. He asked Council to recognize that Nestlé is who they are and we have the responsibility for the fish, each other, tourists, and everything else that makes this such a beautiful place.

Ed del Val read some of the information from a couple of articles from Business Insider dated May 14 and August 21, 2015. He asked Council to think about these questions and do we want to invite a multinational company into our town with such a track record. He said even if we strive to put protections in place do we still want Nestlé?

Ed thanked Council for considering his application for the vacant council position. He said he would like to make a recommendation for improvements to the process. He said when the vacant position was announced there wasn't a deadline for applications to be submitted. He said he received a telephone call asking him to be at the first meeting in case Council wanted to ask questions of the candidates. He said he didn't receive a call to attend the second meeting and didn't know that that meeting started at 6:30 PM until he went online to view the council packet. He said he is asking for consistency. He said he thought there was going to be one set of questions and thought that Council was going to be asking questions based on his application. He said candidates were then handed a second set of questions for the interview. He said more clarity from the beginning would be nice. Ed said a document should be prepared, if there isn't one, outlining the process, and to follow that document.

Aurora del Val said on one hand she would thank Council for not appointing Ed to the vacant position so she could have her husband, but on the other hand, she is dismayed. She said Ed is such a committed person who is here at the meetings and wondered why Kevin Rutherford is not sitting at the table. She said she was concerned with a question asking candidates if they were for or against Nestlé. She said a question like this instills distrust.

Aurora said it seemed that the process for appointing a councilor was being made up as it went along. She said more clarity is needed. Aurora said she visited the North Bonneville Marijuana Dispensary. She said she observed no children near the facility, she said employees checked identification of all customers, there were security cameras, and the facility was very clean. She said employees told her that their customer base was mostly mature older people with pain from arthritis, back pain, and insomnia. She told the NB Dispensary employees that thanks to our Council their business should do a booming business. She said she spoke with a Cascade Locks resident that said they would shuttle PCT Hikers to North Bonneville. She suggested Council carpool to NB Dispensary and observe their business. She said this would be a viable business and would improve economic development in our community.

Betty Rae Dougherty said she is an enrolled Native American member. She said she was flabbergasted at the thought of Nestlé coming to this community. She said she has no problem with bottling water if the City bottles it and profits. She asked Council to consider an extension college for forest management degrees, firefighting, land management, wildlife conservation, veterinary, and green energy programs. She said this is the perfect area for something like this. She said she would help. Betty Rae said the *people* could own the water business and run the water business. She urged Council to look at other options. She asked Council to not take away from our resources. She said bringing Nestlé to Cascade Locks would not be a legacy for Council.

Blu Ackerman said she is concerned for Cascade Locks and it disturbs her thinking that Nestlé could come to Cascade Locks. She said she has done extensive reading on Nestlé and they are still being sued for things they have done in other places. She said little places are popping up and tourism is picking up. She said Cascade Locks is now on the radar since the mention of Nestlé. She said people hate Nestlé. Blu said a call could be put out stating that Cascade Locks needs money and business and question where the money would come from if Nestlé didn't come to Cascade Locks. She said she thought people would respond to that.

Cody said the budget does not set the rates. He said it isn't there. He said if you want business to come here then lower the rates to entice it. He said it is ridiculous that we have to pay three million dollars because we've used the water system as a piggy bank. He said the same is going to happen to the electrical portion because of stupid managers. He said the budget doesn't set the rates and told Council to follow the rules. Cody said he is licensed to set rates. He said the City Administrator and City Attorney are not telling Council about surplus earnings. Cody told Council to start managing and stimulating economic development so we don't have to have a casino or Nestlé.

Cody told Council that they just received schooling from him on the marijuana issue. He said if anyone wants to establish a marijuana dispensary here he has the best attorney. He said businesses have already been established here in town for deliveries for medical. He said Council will not stop it. He said October 1 marijuana can be sold for recreational use. He said Council has no power to stop it. He said Council will receive no taxes for it if they don't stop playing their games.

7. Reports and Presentations.

a. **City Committees.** None.

b. **Wildland Fire Response.** Postponed to next meeting.

c. **City Administrator Zimmerman Report.** CA Zimmerman reported that the transformer was being moved tonight and due in Cascade Locks tomorrow morning. He said he received an application for a temporary OLCC license for Rogue Brewing of Portland for a beer garden during the Bridge of the Goddess Run on 9/19. CM's Randall, Fitzpatrick, Busdieker, and Mayor Cramblett approved CA Zimmerman to sign the temporary OLCC permit for City approval. CM Walker did not approve. CA Zimmerman reported two OSHA violations and the status in response to the violations. He said there would be a business networking breakfast on 8/26 at Bridgeside and Council is invited. He said the JWGED will be meeting this Thursday.

8. Mayor and City Council Comments. CM Walker thanked all firefighters and offered condolences to families of lost firefighters. He said everything is very dry and cautioned everyone to be very careful.

CM Busdieker said she searched everywhere on the City's website and could not find the 6/25 document on questions and responses. CA Zimmerman said it is on the website under City Council Agendas and Minutes. CM Busdieker said she thought the document should be under Public Notices. CA Zimmerman said we can add a link.

CM Busdieker thanked City Attorney Cleaveland for his letter to the Mayor and Council regarding the lack of proper decorum and procedure at the July 28 meeting. She said she stands by every word she said but would apologize for how it was said. She spoke of Tribal Member Anna Mae Leonard and her fast in protest of a Nestlé water bottling proposal. She spoke of the building support for Anna Mae as the week progressed. CM Busdieker talked about an article entitled "The Ugly Wart of Small-mindedness" and how it applied to how she felt.

CM Busdieker said there will be an opportunity to view the Lummi Nation 2015 Totem Pole in Hood River on its journey to be gifted to the Northern Cheyenne people in Montana and is

intended for the sacred lands that will be devastated by a proposed coal mine. She said the viewing will be at Riverside Community Church in Hood River.

CM Randall urged all to be careful during this very dry season. He thanked staff for their work in archives.

Mayor Cramblett said the park is very busy this summer. He said drones have taken some very good pictures of the marathons and sailing races.

Mayor Cramblett explained that water rights are given by the State of Oregon and controlled by the State. He said Nestlé came to the City with a business plan that would include water from the City and from Oxbow Springs. He said that is the reason for the water transfer. He said transferring water will allow the hatchery to run all year round. Mayor Cramblett said this would be a win for the hatchery and a win for the City.

Mayor Cramblett said everyone has transported water from one area to another. He said that is all the City will be doing. He said Cascade Locks has a better supply of water. He said he is proud of Cascade Locks and the City will control the water.

Mayor Cramblett recessed regular session to enter into executive session.

9. **Other matters.** None.

10. **Executive Session per ORS 192.660 (h) Legal Counsel.** Mayor Cramblett opened Executive Session. CM's Randall, Fitzpatrick, Walker, Busdieker, and Mayor Cramblett were present. Also present were CA Zimmerman and CR Woosley.

11. **Adjournment. Motion:** CM Randall moved, seconded by CM Busdieker, to adjourn.

Mayor Cramblett asked about time limits for Council speaking. CA Zimmerman said the Council meeting is for Council to conduct the business of the City and state law does not require public participation at a regular meeting. CM Walker said if citizens take the time to come to a meeting they should be given a chance to speak. Mayor Cramblett said he would start reminding citizens of the time limit for speaking and he would work to limit his time when speaking.

The motion to adjourn passed unanimously by CM's Randall, Fitzpatrick, Walker, Busdieker, and Mayor Cramblett. The meeting was adjourned at 9:28 PM.

Prepared by
Kathy Woosley

APPROVED:

Tom Cramblett, Mayor

BLANKET VOUCHER APPROVAL

PAGE NO.

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DEPARTMENT: CITY OF CASCADE LOCKS
COVER SHEET AND SUMMARY

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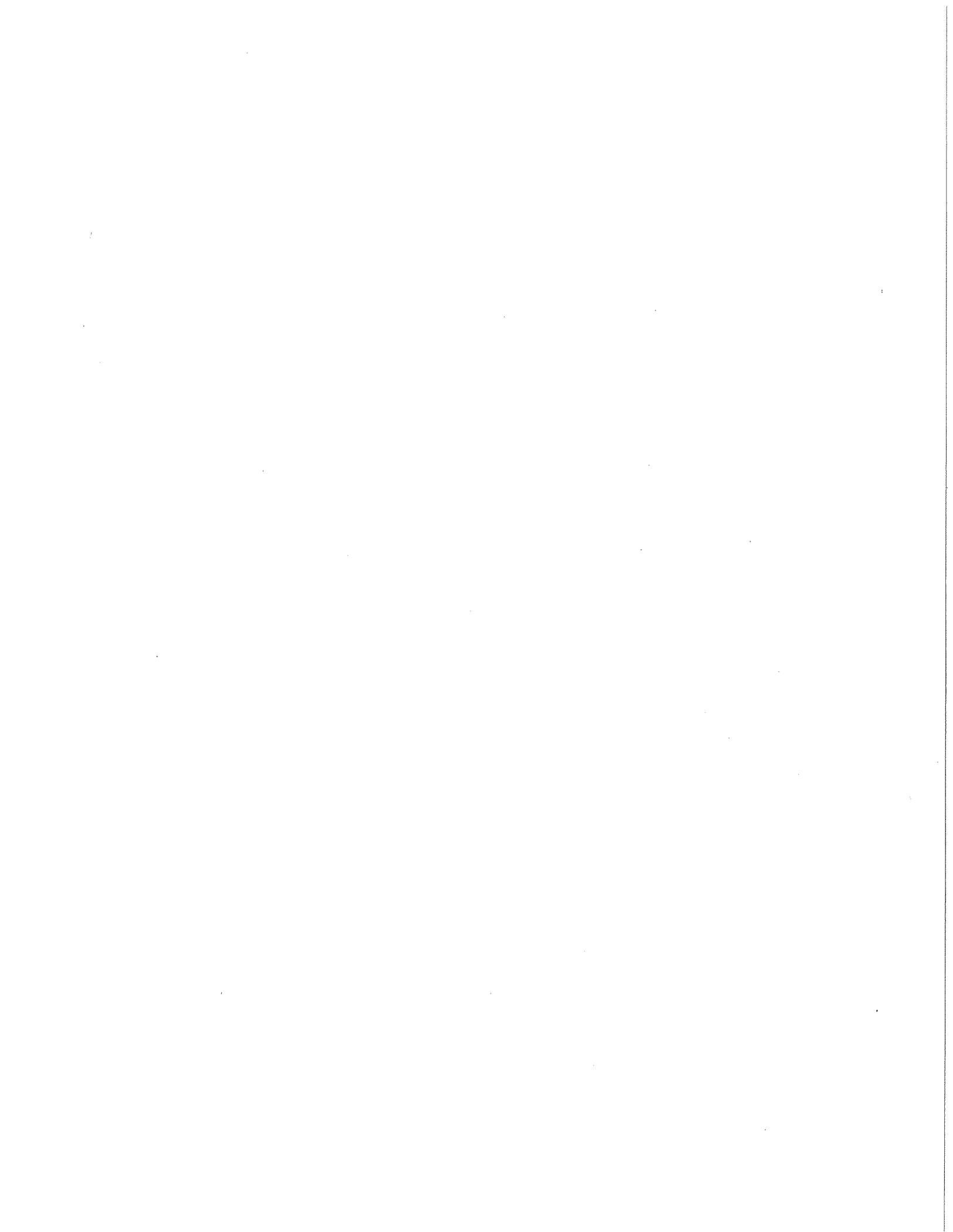
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8/21/2015	PR	\$ 50,456.72
9/4/2015	PR	\$ 43,419.28
8/28/2015	A/P	\$ 135,535.64

GRAND TOTAL \$ 229,411.64

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APPROVAL:

Mayor



Report Criteria:
Report type: GL detail

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Total 6209: 221.45								
6210	08/15	08/28/2015	790	313230273 8	CENTURYLINK	Fire Department Phones	0540562050	136.07
6210	08/15	08/28/2015	790	313401451 8	CENTURYLINK	Treatment Plant	3140562050	116.27
6210	08/15	08/28/2015	790	313470082 8	CENTURYLINK	City Hall Phones	0140162050	373.18
6210	08/15	08/28/2015	790	313785538 8	CENTURYLINK	telemetry	2140562050	125.80
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6210	08/15	08/28/2015	790	313891134 8	CENTURYLINK	Emergency After Hours	5140562050	55.36
6210	08/15	08/28/2015	790	313891134 8	CENTURYLINK	Emergency After Hours	5140662050	13.84
6210	08/15	08/28/2015	790	314228414 8	CENTURYLINK	Lift Station	3140562050	38.52
6210	08/15	08/28/2015	790	320159397 8	CENTURYLINK	well house dialer	2140562050	9.34
Total 6210: 994.18								
6211	08/15	08/28/2015	820	61891	CH2M HILL ENGINEERS INC.	Engineering Services	3140562700	7,358.33
Total 6211: 7,358.33								
6212	08/15	08/28/2015	1120	A90725	COLUMBIA HARDWARE, LLC	4x4x8 Pressure Treated Lumber	0340562560	120.89
6212	08/15	08/28/2015	1120	A90788	COLUMBIA HARDWARE, LLC	acrylic sheet for AC unit	3140562560	48.99
6212	08/15	08/28/2015	1120	A91371	COLUMBIA HARDWARE, LLC	4x2 1/2 x8 Red Concrete Block	5140562770	2.36
6212	08/15	08/28/2015	1120	B111630	COLUMBIA HARDWARE, LLC	Portable AC Unit for treatment plant com	3140562560	409.29
6212	08/15	08/28/2015	1120	B112221	COLUMBIA HARDWARE, LLC	wire connectors, misc electric fittings	5645163941	197.20
6212	08/15	08/28/2015	1120	B112223	COLUMBIA HARDWARE, LLC	5/16 x 1 1/2 ZC HX HD L-230045	0340562560	18.99
Total 6212: 797.72								
6213	08/15	08/28/2015	6968	15236-1	Columbia West Engineering, Inc.	engineering-density test on base aggreg	5645163941	402.36
Total 6213: 402.36								
6214	08/15	08/28/2015	1290	20281	CRUISE MASTER PRISMS, INC	Namesags, nameplates, rhodium 2 line	0540562029	45.49
Total 6214: 45.49								

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
6215	08/15	08/28/2015	1530	AUGUST 20	DISH NETWORK	Programming	4140562740	400.00
Total 6215:								400.00
6216	08/15	08/28/2015	6846	317709057 8	Fiscal Services Section - OR-OSHA	Penalties associated with inspection	0140462870	120.00
6216	08/15	08/28/2015	6846	317709057 8	Fiscal Services Section - OR-OSHA	Penalties associated with inspection	5140562870	840.00
Total 6216:								960.00
6217	08/15	08/28/2015	2020	1241173	GENERAL PACIFIC INC.	bronzet terminals and clamps	5645163941	1,995.90
6217	08/15	08/28/2015	2020	1241375	GENERAL PACIFIC INC.	3/4" x 10" sectional cu grid rod	5645163941	1,143.00
6217	08/15	08/28/2015	2020	1241375	GENERAL PACIFIC INC.	3/4" grid rod coupling	5645163941	247.50
6217	08/15	08/28/2015	2020	1241375	GENERAL PACIFIC INC.	ground rod drive stud	5645163941	87.50
6217	08/15	08/28/2015	2020	1241458	GENERAL PACIFIC INC.	2-250 to 2-250 Grid Grid	5645163941	3,177.72
6217	08/15	08/28/2015	2020	1241458	GENERAL PACIFIC INC.	2-250 Grid Grid to 3/4 Rod	5645163941	923.28
6217	08/15	08/28/2015	2020	1241458	GENERAL PACIFIC INC.	pedestal clamp 4/0 max	5645163941	240.00
Total 6217:								7,814.90
6218	08/15	08/28/2015	6854	AUGUST 20	Gordon Zimmerman	CA Expense	0140162094	35.58
Total 6218:								35.58
6219	08/15	08/28/2015	2320	E266188	HD Supply Waterworks, LTD.	Trumbull Replacement Set	2140562560	21.43
6219	08/15	08/28/2015	2320	E273567	HD Supply Waterworks, LTD.	2 1/2" Fire Hose Gasket	2140562560	40.00
6219	08/15	08/28/2015	2320	E273567	HD Supply Waterworks, LTD.	All Purpose Meter Spud Jaw	2140562560	76.92
6219	08/15	08/28/2015	2320	E378807	HD Supply Waterworks, LTD.	4" PVC SEWER PIPE	3140562560	67.90
6219	08/15	08/28/2015	2320	E378807	HD Supply Waterworks, LTD.	4" Flex CPVC ACDIX C/PVC	3140562560	35.16
6219	08/15	08/28/2015	2320	E378807	HD Supply Waterworks, LTD.	4" CPLG C/PVC X C/PVC	3140562560	10.86
6219	08/15	08/28/2015	2320	E378807	HD Supply Waterworks, LTD.	4" 2-Way Cleanout Tee HubxHub	3140562560	32.48
6219	08/15	08/28/2015	2320	E378807	HD Supply Waterworks, LTD.	4" Cleanout Adpt HXF	3140562560	11.32
6219	08/15	08/28/2015	2320	E378807	HD Supply Waterworks, LTD.	4" PVC SWR Cleanout Plug	3140562560	6.86
6219	08/15	08/28/2015	2320	E378807	HD Supply Waterworks, LTD.	4" SDR 17 HDPE IPS	3140562560	80.00
Total 6219:								382.93
6220	08/15	08/28/2015	6844	9843	Merfina & Company, LLP	Progress Billing for 2014-15 Audit	0140162090	10,000.00
Total 6220:								10,000.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
6221	08/15	08/28/2015	4020	ME117034	ODOT-FUEL SALES	Fuel	0140162020	4.35
6221	08/15	08/28/2015	4020	ME117034	ODOT-FUEL SALES	Fuel	0140462530	80.66
6221	08/15	08/28/2015	4020	ME117034	ODOT-FUEL SALES	Fuel	0340562530	134.62
6221	08/15	08/28/2015	4020	ME117034	ODOT-FUEL SALES	Fuel	0540562420	712.77
6221	08/15	08/28/2015	4020	ME117034	ODOT-FUEL SALES	Fuel	2140562530	220.97
6221	08/15	08/28/2015	4020	ME117034	ODOT-FUEL SALES	Fuel	3140562530	86.36
6221	08/15	08/28/2015	4020	ME117034	ODOT-FUEL SALES	Fuel	5140562200	618.94
Total 6221:								1,858.67
6222	08/15	08/28/2015	4290	081415	OREGON MUNICIPAL ELECTRIC UTILI	Fall Conference Registration	5140562020	144.00
6222	08/15	08/28/2015	4290	081415	OREGON MUNICIPAL ELECTRIC UTILI	Fall Conference Registration	5140662020	36.00
Total 6222:								180.00
6223	08/15	08/28/2015	4640	4223 8/15	PITNEY BOWES INC	Postage	0140162055	150.00
Total 6223:								150.00
6224	08/15	08/28/2015	4650	H355137	PLATT ELECTRIC SUPPLY	4 lamp electronic ballast	0540562440	26.90
Total 6224:								26.90
6225	08/15	08/28/2015	4810	18215	PRINT IT	Checks	0140162010	437.50
6225	08/15	08/28/2015	4810	18496	PRINT IT	Name Plates	0140162010	12.00
Total 6225:								449.50
6226	08/15	08/28/2015	6780	20189466	Ricoh Americas Corporation	Lease	0140162120	236.80
Total 6226:								236.80
6227	08/15	08/28/2015	5060	W92243	ROTH HEATING AND COOLING	Inspect A/C Unit to see why it wasn't cool	0540562440	182.50
Total 6227:								182.50
6228	08/15	08/28/2015	5220	ZA16005082	SENSUS METERING SYSTEMS	Sensus Auto Gun Repair	2140562560	414.41
6228	08/15	08/28/2015	5220	ZA16005082	SENSUS METERING SYSTEMS	Sensus Auto Gun Extension Repair	2140562560	281.80

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 6228:								696.21
6229	08/15	08/28/2015	6965 4		Sofia Urrutia-Lopez	contract support tourism	0840562110	408.50
Total 6229:								408.50
6230	08/15	08/28/2015	5480 007326		SPECIALTY ENGINEERING, INC. (ESG	Transformer Testing, Bushing Removal	5645163941	5,799.63
Total 6230:								5,799.63
6231	08/15	08/28/2015	5510 8036621882		STAPLES CONTRACT & COMMERCIA	received stamp, ink pads, paper, legal pa	0140162010	46.76
Total 6231:								46.76
6232	08/15	08/28/2015	6970 1568-093323		Suburban Propane	Propane	0540562421	1,332.41
6232	08/15	08/28/2015	6970 19748		Suburban Propane	Equipment Rental	0540562421	1.00
6232	08/15	08/28/2015	6970 19750		Suburban Propane	Permit/license Fee	0540562421	50.00
Total 6232:								1,383.41
6233	08/15	08/28/2015	5660 12132		TANNINEN REPAIR SERVICE LLC	2007 Suburban Service	0540562441	252.50
Total 6233:								252.50
6234	08/15	08/28/2015	6969 498-1073		TEGNA	Programming	4140562740	299.70
Total 6234:								299.70
6235	08/15	08/28/2015	5720 15-437		Tenneson Engineering Corp	2015 Water System Improvement Project	2141562020	36,000.00
Total 6235:								36,000.00
6236	08/15	08/28/2015	6070 472249		TWGW, INC NAPA AUTO PARTS	led light, inverter, oil & filters, battery cabl	0540562441	275.20
6236	08/15	08/28/2015	6070 935308		TWGW, INC NAPA AUTO PARTS	washer fluid, capsule, halogen bulb	0540562441	67.75
Total 6236:								342.95
6237	08/15	08/28/2015	6110 AUGUST 20		U.S. POSTAL SERVICE	UB Postage	0140162055	288.72

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 6237:								
6238	08/15	08/28/2015	6937	285071924	US Bank Equipment Finance	contract payment	5645163941	288.72
Total 6238:								
6239	08/15	08/28/2015	6280	C37565 8/15	VFIS	Volunteer Insurance Premium	0540562060	1,293.61
Total 6239:								
6240	08/15	08/28/2015	6955	0988939-IN	Westside Concrete Accessories	snapties for substation	5645163941	1,601.00
Total 6240:								
6241	08/15	08/28/2015			Void Check			136.00
Total 6241:								
6242	08/15	08/28/2015	6690	082415	WOOSLEY, KATHY	banking & print it	0140162020	.00
Total 6242:								
8281501	08/15	08/28/2015	440	JUL15-PWR	BPA	July Power Bill	5140562820	23.00
8281501	08/15	08/28/2015	440	JUL15-PWR	BPA	July Power Bill	5140662820	35,484.00
Total 8281501:								
8281502	08/15	08/28/2015	440	JUL15-TRNO	BPA	July Transmission Bill	5140562821	6,544.00
8281502	08/15	08/28/2015	440	JUL15-TRNO	BPA	July Transmission Bill	5140662821	42,028.00
Total 8281502:								
8281503	08/15	08/28/2015	6090	8789 8/15	U S BANK CC	leauge of oregon cities conference office	0140162020	8,971.00
8281503	08/15	08/28/2015	6090	8789 8/15	U S BANK CC	masonry grinde and wheel	0140362870	50.01
8281503	08/15	08/28/2015	6090	8789 8/15	U S BANK CC	shingles & roof felt for shed	5645163941	104.94
8281503	08/15	08/28/2015	6090	8789 8/15	U S BANK CC	osb sheathing for shed	5645163941	304.05
Total 8281503:								
8281503	08/15	08/28/2015	6090	8789 8/15	U S BANK CC		5645163941	151.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 8281503:								
8281504	08/15	08/28/2015	6090	2974 8/15	U S BANK CC	nsa data storage	0140162010	323.98 M
8281504	08/15	08/28/2015	6090	2974 8/15	U S BANK CC	ipad plan	0540562050	14.99 M
8281504	08/15	08/28/2015	6090	2974 8/15	U S BANK CC	domain registration	0840562071	69.96 M
Total 8281504: 408.93								
8281505	08/15	08/28/2015	6090	2305 8/15	U S BANK CC	parts for electric crew	5140562210	62.99 M
Total 8281505: 62.99								
8281506	08/15	08/28/2015	6080	JULY 2015	U S BANK	Bank Fees	0140162110	321.42 M
Total 8281506: 321.42								
Grand Totals: 135,535.64								

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-21010	.00	12,913.96-	12,913.96-
01-401-62010	820.24	.00	820.24
01-401-62020	437.35	.00	437.35
01-401-62050	373.18	.00	373.18
01-401-62055	438.72	.00	438.72
01-401-62080	10,000.00	.00	10,000.00
01-401-62094	35.58	.00	35.58
01-401-62110	321.42	.00	321.42
01-401-62120	236.80	.00	236.80
01-403-62870	50.01	.00	50.01
01-404-62530	80.66	.00	80.66
01-404-62870	120.00	.00	120.00
03-21010	.00	274.50-	274.50-
03-405-62530	134.62	.00	134.62
03-405-62860	139.88	.00	139.88
05-21010	.00	4,920.03-	4,920.03-
05-405-62029	45.49	.00	45.49
05-405-62050	151.06	.00	151.06
05-405-62060	1,601.00	.00	1,601.00
05-405-62351	221.45	.00	221.45
05-405-62420	712.77	.00	712.77
05-405-62421	1,383.41	.00	1,383.41
05-405-62440	209.40	.00	209.40
05-405-62441	595.45	.00	595.45
08-21010	.00	478.46-	478.46-
08-405-62071	69.96	.00	69.96
08-405-62110	408.50	.00	408.50
21-21010	.00	37,190.67-	37,190.67-
21-405-62050	135.14	.00	135.14
21-405-62530	220.97	.00	220.97
21-405-62560	834.56	.00	834.56
21-415-62020	36,000.00	.00	36,000.00
31-21010	.00	8,428.14-	8,428.14-
31-405-62050	280.59	.00	280.59
31-405-62530	86.36	.00	86.36
31-405-62560	702.86	.00	702.86
31-405-62700	7,358.33	.00	7,358.33
41-21010	.00	699.70-	699.70-

GL Account	Debit	Credit	Proof
41-405-62740	699.70	.00	699.70
51-21010	.00	54,426.49-	54,426.49-
51-405-62020	144.00	.00	144.00
51-405-62050	55.36	.00	55.36
51-405-62200	618.94	.00	618.94
51-405-62210	62.99	.00	62.99
51-405-62770	2.36	.00	2.36
51-405-62820	35,484.00	.00	35,484.00
51-405-62821	8,971.00	.00	8,971.00
51-405-62870	840.00	.00	840.00
51-406-62020	36.00	.00	36.00
51-406-62050	13.84	.00	13.84
51-406-62820	6,544.00	.00	6,544.00
51-406-62821	1,654.00	.00	1,654.00
56-21010	.00	16,203.69-	16,203.69-
56-451-63941	16,203.69	.00	16,203.69
Grand Totals:	135,535.64	135,535.64-	.00

Report Criteria:
Report type: GL detail

AGENDA ITEM NO: 6.6.

CASCADE LOCKS STAFF REPORT

Date Prepared: September 8, 2015

For City Council Meeting on: September 14, 2015

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approve Contract with BKI

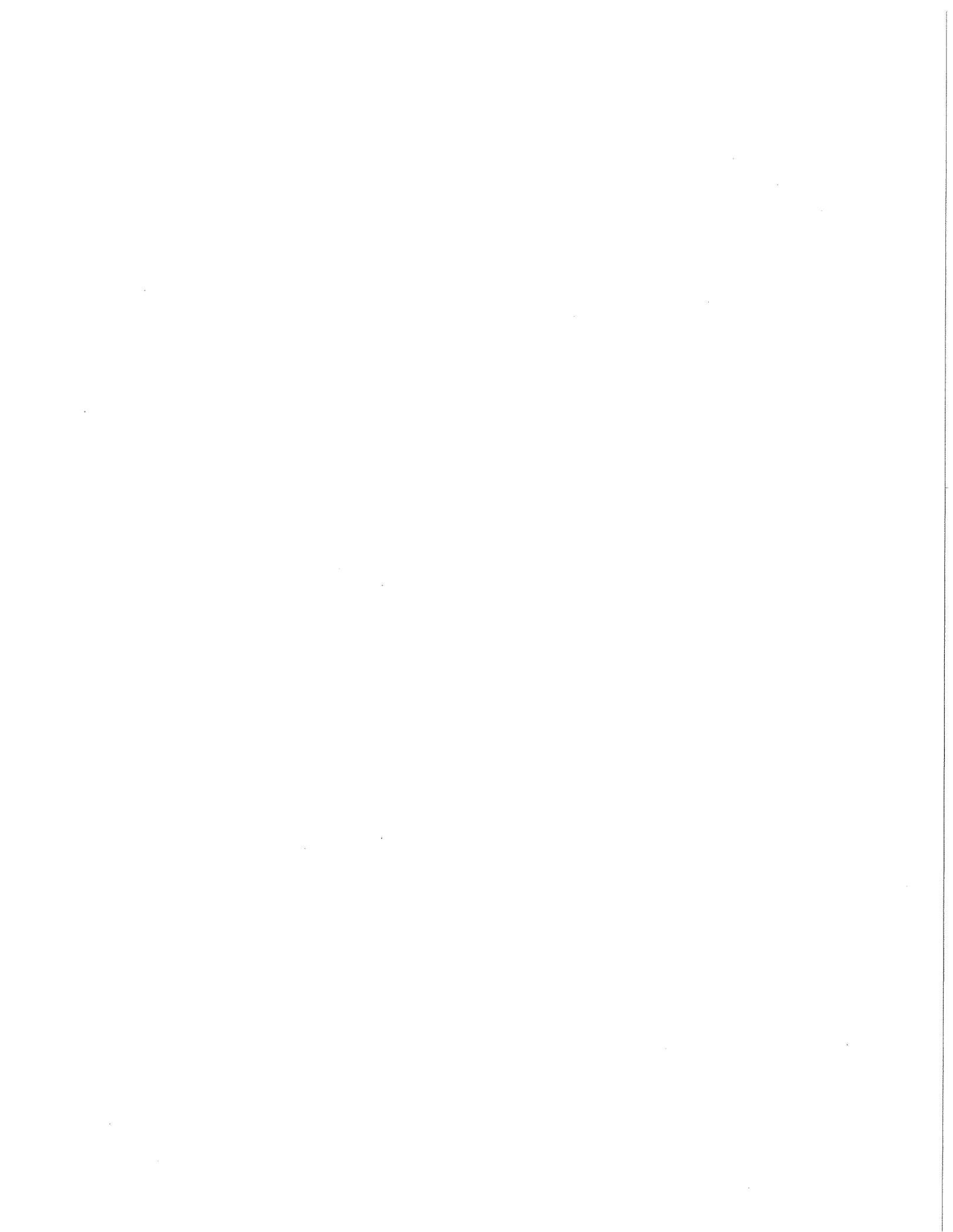
SYNOPSIS: Although the City has had a difference of agreement with BKI in the past, for the past year BKI has been very responsive to our needs. Their help with the substation has been invaluable and timely. Keith Terry has been pleased (for the most part) with their help. They have been responsive when Keith has a question or an alternative about the design work they have done for us.

Rather than changing horses in mid-stream and with the termination provision of a seven day notice, we are willing to continue working with BKI for our electrical system design needs.

CITY COUNCIL OPTIONS: Approve the contract or reject the contract and seek proposals from other engineering firms.

RECOMMENDED MOTION: "I move to approve the contract with BKI for engineering services for the Electric Department."

FINANCIAL REVIEW: The costs are dependent upon the engineering requested.





This Agreement is entered into effective upon the date listed below, by and between the parties named herein below. In consideration of the covenants and agreements contained in this document, the parties agree as follows:

Effective Date: 8/24/2015

Parties:

Brown & Kysar, Inc.
PO Box 1720
Battle Ground, WA 98604
Hereinafter referred to as the "Consultant."

Client Name City of Cascade Locks
Address PO Box 308
City, State Zip Cascade Locks, OR 97014
Hereinafter referred to as "Client."

SERVICE AGREEMENT

ARTICLE 1 SERVICE AGREEMENT

1.1 The Consultant shall provide the Client with the professional services that shall be set out in future written or verbal agreements or as requested by the Client, hereinafter referred to as "statement of work". This Master Agreement shall be applicable to the enforcement of any agreement between the parties during the term of this Agreement.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

- 2.1 Consultant services will be performed with the level of care and skill ordinarily exercised by members of its profession in the same locality and under similar conditions at the time the services are performed. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
2.2 The Consultant shall designate a representative authorized to act on behalf of the Consultant with respect to the statement of work.
2.3 The Consultant's services shall be coordinated with those of the Client and other consultants for the statement of work in order to avoid unreasonable delay in the orderly and sequential progress of their services.
2.4 The Consultant shall not be responsible for the acts or omissions of the Client; Client's other consultants, contractors, subcontractors, their agents or employees, or other persons performing any of the Work. The Client, Client's other consultants, contractors, subcontractors, their agents or employees shall be responsible for the means, methods, techniques, sequences, and safety of the construction work and/or the final project.
2.5 The Consultant shall maintain insurance covering claims arising out of the performance of professional services under this Agreement and caused by the errors, omissions or negligent acts for which the Consultant is liable.
2.6 The Consultant will maintain worker's compensation and employer's liability insurance of a form and in an amount as required by state law.
2.7 The Consultant will maintain comprehensive general liability and automotive liability insurance.

ARTICLE 3 CLIENT'S RESPONSIBILITIES

- 3.1 The Client shall provide available information in a timely manner regarding requirements for and limitations on the statement of work. The Client shall immediately furnish to the Consultant upon request, information necessary and relevant for the Consultant to evaluate, give notice of or enforce lien rights.
3.2 The Client shall designate a representative authorized to act on the Client's behalf with respect to the statement of work. The Client or such designated representative shall render decisions in a timely manner pertaining to documents submitted or work to be performed by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.
3.3 If the Consultant considers it necessary for the statement of work, the Client shall furnish the services of other consultants when such services are reasonably required by the scope of the project.
3.4 The Client shall review the Consultant's work for compliance with the Client's program and for overall coordination with the engineering requirements.
3.5 The Client recognizes that the Consultant's fee includes allowance for funding a variety of risks that affect the Consultant by virtue of agreeing to perform services on the Client's behalf. One of these risks comes from the Consultant's potential for human error. The Client agrees to limit the Consultant's professional acts, errors, or omissions, such that the total aggregate liability of the Consultant shall not exceed \$50,000 or the Consultant's total fee for the services rendered on the project, whichever is greater.
3.6 The Client, Client's other consultants, contractors, subcontractors, their agents or employees shall be responsible for the means, methods, techniques, sequences, and safety of the construction work and/or the final project.

ARTICLE 4 TERMINATION OR SUSPENSION

- 4.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.
4.2 This Agreement may be terminated by the Client upon not less than seven days' written notice to the Consultant for the Client's convenience and without cause.

4.3 The Consultant shall be compensated for all services performed prior to receipt of written notice from the Client of such termination.

ARTICLE 5 MISCELLANEOUS PROVISIONS

- 5.1 This Agreement represents the entire and integrated agreement between the Client and Consultant and may be amended only by written instrument signed by both Client and Consultant. Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.
- 5.2 The Consultant is an independent contractor for the statement of work, responsible for methods and means used in performing the Consultant's services under this Agreement, and is not an employee, agent or partner of the Client.
- 5.3 When included in Consultant's statement of work, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.
- 5.4 Consultant shall have no responsibility for or control over the safety precautions, manner, means, methods, or techniques employed by others in the development or construction of the project.
- 5.5 Consultant shall have no responsibility for any hazardous material handling, dispensation, mitigation, or otherwise.
- 5.6 To the extent damages are covered by property insurance, the Client and Consultant waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Consultant or the Client's other consultants, as appropriate, shall require of the Client, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.
- 5.7 The Consultant's Instruments of Service, which include drawings, specifications and other documents prepared by the Consultant, are for use solely with respect to the statement of work. The Consultant shall be deemed the author and Owner of these documents and shall retain all common law, statutory and other reserved rights, including copyrights.
- 5.8 The Consultant makes no statement regarding the accuracy, validity, or completeness of any electronic media, the correct version or release of specific programs, the correct format for any media or the output of any program using the media provided by the Consultant. Information contained on any disclosed electronic media is subject to the same limitations as part 5.7 above. Only final valid signed and stamped documents are considered Construction Documents for the purpose of this Contract.
- 5.9 Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.
- 5.10 Nothing contained herein shall be deemed to prevent the parties hereto to mutually agree to mediation in the event of any dispute between them.
- 5.11 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to and decided by binding arbitration in accordance with the arbitration rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Any demand for arbitration may be filed simultaneously and shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- 5.12 An arbitration arising out of or related to this Agreement may be consolidated with arbitration between the Client and any other person or entity if such arbitration involves common issues of fact relating to the performance by the Consultant of the Consultant's obligations under this Agreement.
- 5.13 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in County of Clark, State of Washington.

ARTICLE 6 BASIS OF COMPENSATION

6.1 The Client shall compensate the Consultant for services computed per the current Rate Schedule. All rates are in US dollars. The rate schedule is subject to periodic adjustments.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as originals.

Consultant's name: Brown & Kysar, Inc.
 By (print): Dan Tuominen, PE
 Signature: _____
 Title: Business Operations Manager
 Date: _____

Client name: City of Cascade Locks
 By (print): _____
 Signature: _____
 Title: _____
 Date: _____

STAFF REPORT

Date Prepared: 8/7/15 and 8/25/15

For City Council Meeting on: 8/24/15 and 9/14/15

TO: Honorable Mayor and City Council

PREPARED BY: Kathy Woosley

APPROVED BY: Gordon Zimmerman, City Administrator

SUBJECT: Review and Update Council Rules.

SYNOPSIS: The first meeting is to allow for Council comment on amendments to Council Rules if needed. A resolution will be prepared for adoption at the second meeting with amendments, if any, to the Council Rules.

CITY COUNCIL OPTIONS:

1. Discuss and make amendments to Council Rules. **If Council Rules are amended, a new resolution adopting the changes will be required.**
2. Do not change Council Rules.
3. Other action as deemed desirable by City Council.

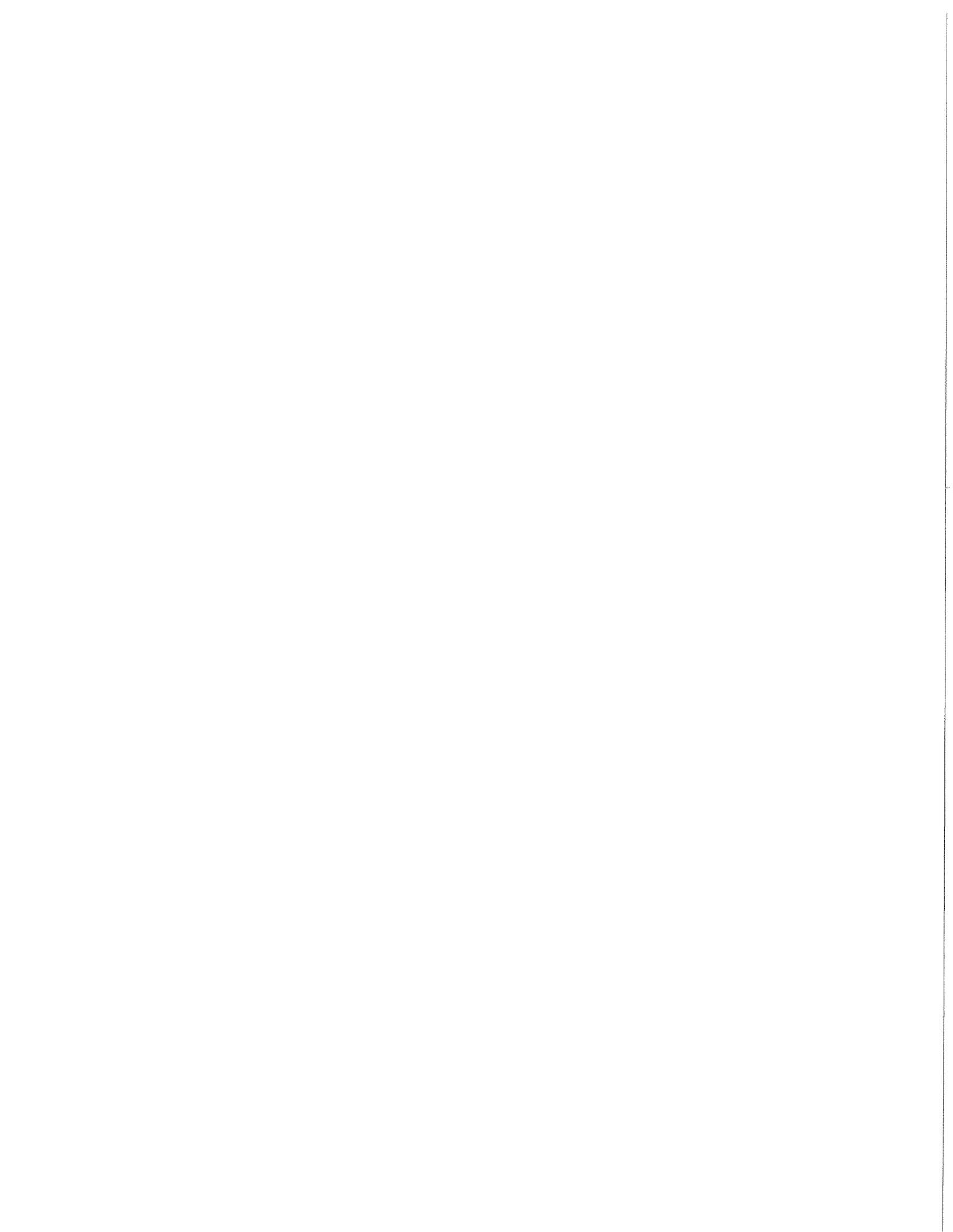
RECOMMENDATION: To conduct its annual review of the most current Council Rules and Procedures and direct staff to make necessary changes.

Legal Review and Opinion: None necessary.

Financial review and status: None necessary.

BACKGROUND INFORMATION: There were no changes made last year to Council Rules.

Attachment: 2014 Council Rules



Additional Information as requested by Councilor Busdieker and supplied by Ruben Cleaveland, City Attorney, clarifying Section 7.3.g:

The list of documents that are protected or privileged are found in Oregon's public records laws. Conditional exemptions include the following:

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(34) SAIF Corporation Business Records	64
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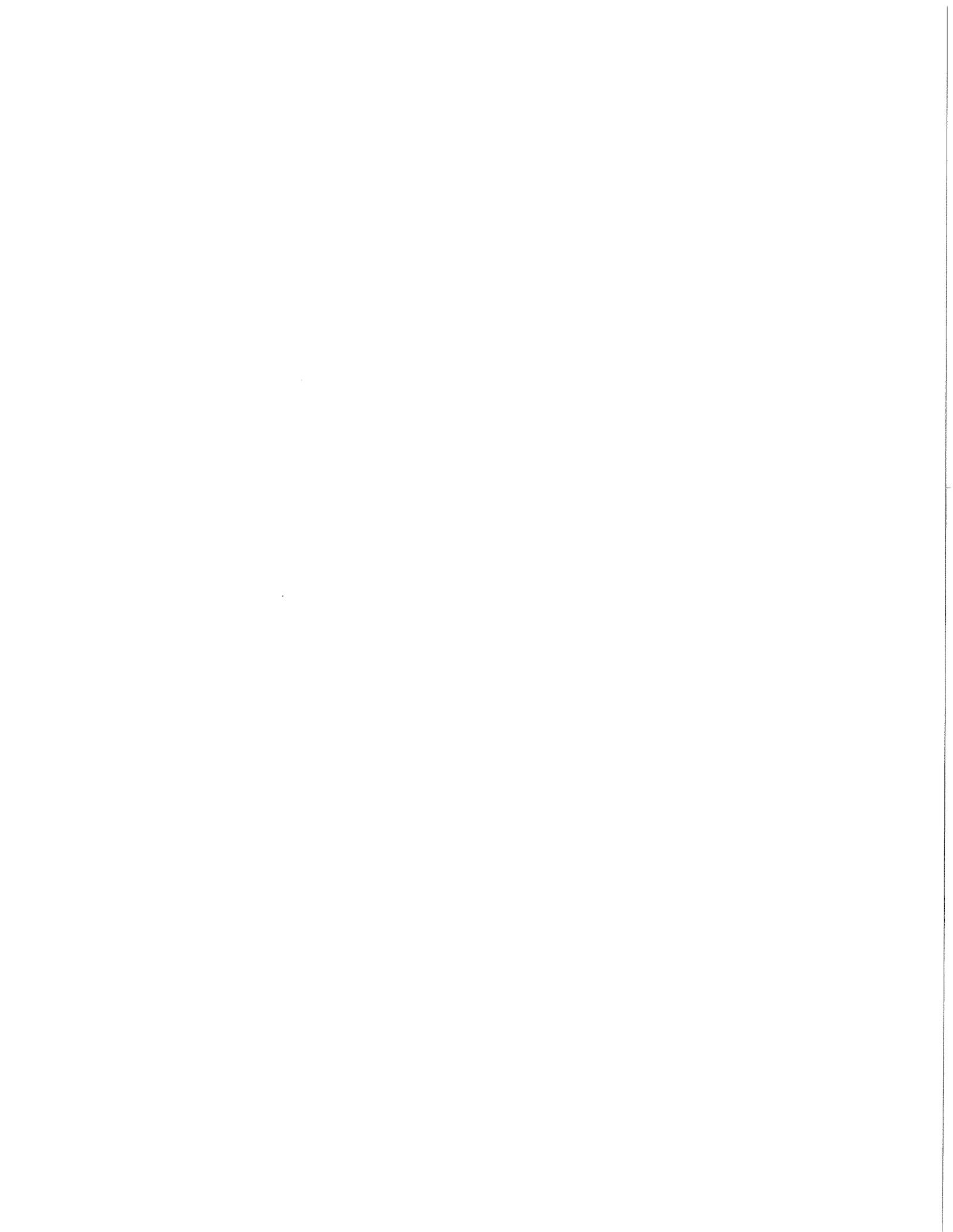
Non-conditional protected or privileged documents are as follows:

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(37) Military Discharge Records 114
(38) Domestic Violence Service or Resource Center Records 114
(39) Prescription Drug Monitoring Records 115

The difference between conditional and non-conditional is that the conditional records are exempt from disclosure unless the public interest requires disclosure in the particular instance.

In this matter, the memo from legal counsel is exempt from disclosure under the 9(b) attorney client privilege non-conditional protected or privileged document list.



CITY OF CASCADE LOCKS

COUNCIL PROCEDURES



ADOPTED SEPTEMBER 22, 2014
CITY OF CASCADE LOCKS
COUNCIL PROCEDURES

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INTRODUCTION

These rules are adopted as required by the City Charter. These rules are reviewed and updated periodically. This version of the Council Rules replaces those adopted in Resolution No. 1282 on September 23, 2013.

ORS 192.001 et seq., Public Records, Reports and Meetings and relevant portions of the City Charter and Municipal Code are incorporated into these rules by reference.

It is noted at the outset that the Public Meetings Law is a public attendance law intended to ensure that decisions of governing bodies, such as the City Council, are arrived at openly. The following procedures are designed to effectuate that intent. All meetings are open to the public, except Executive Sessions. Consistent with the Public Meetings Law, although all meetings are open to the public, the public may not be allowed to participate in all meetings, unless required by law or allowed by the governing body.

DEFINITIONS

As used in these Rules, the following mean:

Council Committees. All Council committees, commissions, task forces, and advisory bodies as specified in the City of Cascade Locks Municipal Code. These rules do not apply to committees, etc., that have been formed under the authority of the City Administrator.

Council and Council Members. The Mayor, Council President, and Council members.

Council Meetings. All regular Council meetings, special meetings, executive sessions, emergency meetings, work sessions, and joint meetings with other Council committees or commissions.

SECTION 1: AUTHORITY

As authorized by the Cascade Locks City Charter of 1995, the Cascade Locks City Council establishes the following rules for the conduct of its meetings, proceedings and business. These rules shall be in effect from Council adoption until such time as they are amended, added to, deleted or replaced in the manner provided by these rules.

SECTION 2: MAYOR AND COUNCIL

- 2.1 **Presiding Officer.** The Mayor will preside over Council meetings. In the Mayor's absence, the Council President will preside. Whenever the Mayor is unable to perform the functions of the office, the Council President will act as Mayor. In the absence of both the Mayor and Council President, the Council will designate a senior member of the Council to serve as the Presiding Officer.
- 2.2 **Policy Making.** The Council is the policy making body of the City of Cascade Locks. The Council speaks on adopted policy with one voice. Council decisions

may not be unanimous, but once voted upon, define the policy position of the Council, even though individual Council members' opinions may differ.

- 2.3 Filling Vacancies: Any vacancy occurring on the City Council will be filled in accordance with the City of Cascade Locks Charter, Section 30, adopted April 28, 1995.

SECTION 3: COUNCIL MEETINGS

- 3.1 Regular Meetings. Regular meetings of the Council are held on the second and fourth Monday of each month and generally adjourn no later than 10:00 p.m., but may be extended by a consensus of the Council. Regular meetings are held at the City Hall Council Chambers. The time, date, and/or location of the Regular Meeting may be changed from time to time for special circumstances (For example: holidays, joint meetings with other governing bodies, expected large audience, or to have a quorum present). Regular meeting notice requirements will be followed for any changes to regular meetings.
- 3.2 Special Meetings. Special meetings of the Council may be called by the Mayor or by the President of the Council in the Mayor's absence, or by consent of a majority of Council members, by giving notice of the meeting to the Council members and the public at least 24 hours in advance. Special meetings will be topic specific.
- 3.3 Emergency Meetings. Emergency meetings of the Council are Special Meetings that can be called with less than 24 hours advance notice. The meeting will be topic specific and the minutes will state the nature of the emergency justifying less than 24 hours notice. An attempt must be made to notify interested persons and the media of the need for the emergency meeting.
- 3.4 Workshop or Training Meetings. Workshop or training meetings of the Council may be held at the convenience of the Council at a time when as many Council members as possible can attend. These meetings may be held for Council goal setting, new Council training, Council retreats, or longer workshops for planning programs or projects. Goal setting sessions and retreats may be held out of town so long as no decision making or discussion toward decisions occurs. Any goals arrived at by the process should be confirmed in public at a Regular Meeting. These meetings are public meetings open to public attendance and may be held without opportunity for public input.
- 3.5 Executive Sessions. Executive sessions may be scheduled at any time during a meeting, and usually occur after the regular meeting. Under state public meeting laws, the topics that may be discussed in executive session are limited to the following:

Employment of specific public officers, employees and agents, and under limited circumstances. ORS 192.660(2) (a)

Discipline or dismissal of individual public officers and employees, unless the individual requests a public hearing. ORS 192.660(2) (b)

Performance evaluations of public officers and employees, unless the person being evaluated requests a public/open evaluation. ORS 192.660(2)(i)

Labor negotiator consultations. ORS 192.660(2)(d)

Discussion of exempt public records. ORS 192.660(2)(f)

Legal counsel re: litigation or litigation likely to be filed. ORS 192.660(2)(h)

Real property transactions. ORS 192.660(2)(e)

Public investments. ORS 192.660(2)(j)

Media representatives are allowed to attend executive sessions subject to the understanding that information from the meetings, that is the proper subject of an executive session, will not be reported. The Council has discretion to determine who qualifies as media for purposes of attendance at an executive session.

Council members and staff should not discuss executive session matters following an executive session because doing so may permit the media to report on the matter. However, this restriction on disclosure does not apply to any formal action that may be taken following executive session.

At the commencement of each executive session, the presiding officer must state on the record the purpose of the executive session and that executive session information is confidential and may not be reported. If this is not done, the proceedings may be reported.

- 3.6 Attendance. Council members need to inform the Mayor, Council President, City Administrator, or City Recorder if unable to attend any Council meeting. The Mayor will inform the Council President, City Administrator and City Recorder if unable to attend any Council meeting.

SECTION 4: AGENDA AND ORDER OF BUSINESS

- 4.1 Agenda Content. Regular Meetings and Work Sessions will generally follow the following order of business. The Presiding Officer may consider agenda items out of order as necessary to facilitate the efficient management of the meeting:

a. REGULAR MEETING

1. Call to Order

a. Pledge of Allegiance

b. Roll Call

2. Additions or Amendments to the Agenda

3. CONSENT AGENDA. Consent agenda items are business items about which there is expected to be no conflict and are generally routine business items. Consent agenda items usually include Action on Minutes and Payment of Approved Claims, and which do not require a roll call vote.

4. Public Hearings

5. Action Items

6. Appearance of Interested Citizens

This is the time for citizen participation during which citizens may comment on non-agenda issues (except with respect to matters that are the subject of a public hearing). Members of the public desiring to address the Council must first be recognized by the Presiding Officer and then state their name and address for the record. Each person will have up to five minutes to present their comments. Groups with like comments will be asked to choose a spokesperson who will present their joint remarks. If additional time is needed the Presiding Officer may determine the need and additional time limit. The Council may not take action on any item under Comments by General Public and Government Officials, but may ask questions for clarification and, with consensus of Council, direct staff to report back on the matter at a subsequent meeting.

The public will be allowed to comment on Action items and Reports and Presentations at the time in which these are before Council. Each person will have up to five minutes to present their comments.

7. Reports and Presentations
a. City Committees

8. Mayor and City Council Comments

9. Other Matters

10. Executive Session

11. ADJOURN REGULAR MEETING

b. PUBLIC HEARINGS

Public hearings will generally precede the Regular Meeting, but may be held at any time. The procedures governing the public hearing at issue will be in a written form and provided to the Presiding Officer at the time of the hearing. The time allotted for a public hearing may be extended by the Presiding Officer or with consensus of the Council as necessary to conclude the matter; otherwise, the hearing shall be continued.

1. NON-LAND USE HEARINGS. Hearings on non-land use matters and issues are calendared and held as necessary.
2. LAND USE HEARINGS. Land use hearings may be legislative or quasi-judicial.
3. The procedures for public hearings are contained in the Appendix.

4.2 Agenda Preparation.

- a. The City Administrator in coordination with the Mayor sets the agenda for each Council meeting. The City Administrator and Mayor maintain a 2-3 meeting preliminary agenda. Items may be placed on a preliminary agenda by consensus of Council or by the Mayor, City Administrator, or City Attorney.
- b. The City Recorder prepares the agenda, specifying the time and place of the meeting, including a brief general description of each item to be considered by Council, and including any packet materials to be attached to the agenda. The City Recorder prepares the packet on the 4th business day prior to the meeting (Wednesday for a Monday meeting) and all materials for the packet must be provided electronically to the City Recorder by 4:00 PM on the day prior i.e. Tuesday at 4:00 PM. The City Administrator and City Recorder will then review and edit all items prior to final distribution to Council. Agendas and packets are distributed to Council and available to the public for review or purchase not later than the 4th business day prior to the meeting (Wednesday for a Monday meeting).
- c. The Mayor or Presiding Officer may add items to the Agenda after it is printed and distributed only when required by business necessity. The Mayor or Presiding Officer may place a new item on the Council agenda after the agenda is printed, if the Mayor or City Administrator provides reasonable explanation to justify this revision and the item receives the consent of the Mayor or Presiding Officer. The City Recorder will notify the media and any known interested citizens as soon as possible after receiving information about agenda additions. The addition of agenda items after the agenda has been printed is otherwise discouraged.

SECTION 5: COUNCIL DISCUSSION AT PUBLIC MEETINGS

- 5.1 General. Council members should ask the Mayor to be recognized, be direct and candid, speak one at a time, ask questions to clarify information, and be conscious of time limits during discussions. Council members are responsible for facilitating discussions.
- 5.2 Public Hearings. Council members should not make judgments or decisions about matters presented at a public hearing until all relevant written material has been reviewed, and all staff, citizen, and Council comments, opinions and recommendations have been considered. When necessary, it may be appropriate to defer action on a hearing to request new or additional information (subject to evidentiary limitations).
- 5.3 Discussion and Decision Making.
- a. During decision making, there should be full discussion of opinions and differences. After a decision has been made and a vote taken, that decision is the official decision of the Council. Council members should not criticize other Council members or staff for acting on a decision with which the Councilmember does not agree. Council members may, however, point out how their individual opinion differs from the majority.
 - b. When the Council concurs or agrees to an item that does not require a formal motion, the Mayor will summarize the agreement and conclusion of the discussion.
 - c. Council members may clarify their views on a particular item prior to taking the formal vote on an item.
- 5.4 Decorum and Order.
- a. The Presiding Officer shall preserve order and decorum, prevent attacks on persons or personalities, confine debate to the subject under discussion, and decides all points of order. Council members help the Presiding Officer preserve decorum during Council meetings and are required to follow the direction of the Presiding Officer and these Council Rules.
 - b. The Presiding Officer, or any Council member upon motion and majority vote, may remove any person who does not follow these rules and causes repeated disruption of the meeting. If a meeting is disrupted, the Presiding Officer may order that the Council Chambers be cleared and a recess called until order is restored. Alternatively, the Presiding Officer may call for police assistance if deemed necessary to restore order
 - c. Council members should not use their opportunity to speak to engage in personal attack or impugn the motives of any speaker. In the event a Councilmember is personally offended by the actions or remarks of the Mayor or another Councilmember, they should note the action or actual words used and call

for a “point of personal privilege” that challenges the other Council member to justify the action or language used.

d. Any Councilmember or person who is under the influence of drugs or intoxicants may be requested to leave a meeting.

SECTION 6: COUNCIL MOTIONS AT PUBLIC MEETINGS

6.1 General.

a. Unless otherwise provided for by these rules and by law in the opinion of the City Attorney, the procedure for Council meetings will be governed by the directions shown in this section which highlight the most common actions and situations encountered by Council in its regular public meetings.

b. Council members should clearly and concisely state their motions. The Mayor/Presiding Officer will state the names of the Councilmember who made the motion and made the second. The Mayor may make a motion or a second, provided that they first designate the Council President, or in their absence a senior member of Council, as the presiding officer during consideration of the matter.

c. Prior to voting on a motion, the motion should be repeated by the Mayor/Presiding Officer to ensure that the action being taken and meeting record is clear.

d. Most motions die if they do not receive a second. Motions for nominations, withdrawal of a motion, agenda order, roll call votes, and a point of order do not require a second.

e. The Mayor/Presiding Officer will ask for a voice vote for all final decisions. Roll call votes are required when otherwise requested by a Councilmember and for votes on all ordinances.

f. At the conclusion of any vote, the Mayor/Presiding Officer will announce the result of the vote. Council members may change their vote prior to the Mayor/Presiding Officer announcing the results of the vote.

6.2 Withdrawal. A motion may be withdrawn by the mover at any time prior to announcement of the results of the vote without the consent of the Council.

6.3 Passage. A motion passes only if it receives four or more votes, regardless of the number of Council members present.

6.4 Postpone.

a. A motion to postpone to a certain time is debatable and amendable. The matter may be considered later at the same meeting or at a future meeting.

- b. A motion to postpone indefinitely is debatable and is not amendable. It may be reconsidered at the same meeting only if approved by an affirmative vote. This motion does not really postpone the matter, but effectively rejects the matter without a direct vote.
- 6.5 Call for Question. A motion to call for the question ends debate on the matter and is not debatable. A second is required for this motion and it fails without a majority vote. Debate may continue if the motion fails.
- 6.6 Amendment.
 - a. A motion to amend may be made to a previous motion that has been seconded but not voted on. A second is required for this motion. An amendment is made by adding, striking, or substituting words.
 - b. Motions to adjourn, agenda order, lay on the table, roll call vote, point of order, reconsideration, and take from the table may not be amended.
 - c. Amendments are voted on first, then the main motion as amended or not.
- 6.7 Reconsideration. When a question has been decided, any Council member who voted in the majority may move for reconsideration. The motion for reconsideration must be made before adjournment of the meeting in which final action on the ordinance, resolution, order or other decision was taken.

SECTION 7: COUNCIL RELATIONS AND COMMUNICATIONS

- 7.1 Council Relations With Staff.
 - a. Questions of City staff and/or requests for additional information should be directed to the City Administrator or a Department Head through the City Administrator. However, simple questions readily answerable may be directed to a Department Head or senior staff member. Materials or information supplied in response will be provided to all Council members.
 - b. When questions relate to matters on a meeting agenda, Council members are encouraged to present their questions to the City Administrator prior to the meeting when possible. This helps to resolve common questions or issues prior to the meeting so that substantive discussion and action can take place at the meeting.
 - c. Council members will not direct staff to take any action or initiate any project or study without the approval of a majority of the Council.
 - d. Council members should never express concerns about the performance of a City employee in public or to the employee directly. Comments about staff performance should only be made to the City Administrator through private correspondence or conversation.

7.2 Council Relations With One Another in Public Meetings.

a. The City Council is comprised of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and future of the community. The public stage is provided during business meetings and should be used to show how individuals with disparate points of view can find common ground and seek compromise designed to benefit the community as a whole.

b. Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of democracy in action.

7.3 Council Relations With Citizens, Other Public Agencies, Community Organizations and Media.

a. Council members should not ask citizens to appear at a Council meeting to state a complaint or question that has not been previously presented to staff. As a first step, Council members should refer the citizen with questions, complaints or suggestions to the City Administrator or the appropriate Department Head. Council members may further explain that if the citizen is not satisfied with the results, they may present their issue during the public input portion of the next Council meeting. Council members should always inform the City Administrator upon receipt of a citizen inquiry or complaint for which some type of follow up is necessary.

b. Council members should be welcoming to citizens and other non-staff speakers at public meetings. Council members should ask for clarification where necessary and avoid debate and argument with any member of the public.

c. In unofficial and non-public meetings or encounters with constituents and other members of the public, Council members should never expressly or impliedly promise Council or staff action of any kind or make any admissions of fault or responsibility on behalf of the City.

d. All outside communications that represent a Councilmember's individual interests and opinions in opposition to the Council position must clearly indicate that the communication is not representative of the Council position and is the Councilmember's personal position.

e. If a Councilmember represents the City or Council before another governmental agency, a community organization, or the media, the Councilmember should first state the Council majority position and then may, thereafter, state the minority position. Personal opinions and comments should be expressed only if the Council member makes clear that the opinions and comments are their own.

f. A Councilmember should obtain appropriate permission before representing another Councilmember's view or position in public.

g. Council members should use discretion in disseminating staff opinions, correspondence or other staff reports regarding on-going issues prior to the issues being resolved. This is particularly important because disclosure of a document or information may result in the document or information losing any protected or privileged status it may have had under the Public Records Law or other law.

SECTION 8: CODE OF ETHICS

8.1 Impartiality and Fairness. Council members are encouraged to conduct themselves so as to bring credit upon the City as a whole, and to set an example of good ethical conduct for all citizens of the community. Council members should constantly bear in mind these responsibilities to the entire electorate, and refrain from actions benefiting any individual or interest group at the expense of the City as a whole. Council members should likewise do everything in their power to insure impartial application of the law to all citizens, and equal treatment of each citizen before the law, without regard to race, national origin, sex, age, gender, social station or economic position.

8.2 Oregon Statutes on Government Standards and Practices. All Council members are individually responsible for compliance with the Oregon Revised Statutes governing the ethical conduct of public employees and officials. Violation of these statutes may result in personal liability.

SECTION 9: COUNCIL MEETING STAFFING

9.1 City Administrator. The City Administrator will attend all Council meetings unless excused. The City Administrator may make recommendations to the Council and shall have the right to take part in all Council discussions but shall have no vote.

9.2 City Attorney. The City Attorney will attend Council meetings when requested for a legal issue on the agenda as determined by the Mayor and City Administrator. A consensus of Council may also request the City Attorney's presence at a Council meeting. Legal work desired by a Councilmember that is beyond routine items shall be previously negotiated for scope and cost and require a consensus of Council for execution. The Presiding Officer assisted by the City Recorder has the authority to rule on questions of order or to answer parliamentary inquiries.

9.3 City Recorder. The City Recorder will attend all Council meetings unless excused and keep the official minutes and perform other such duties as may be needed for the orderly conduct of the meeting.

- 9.4 Other Staff. The City Administrator will determine any other department heads that may need to attend Council meetings.

SECTION 10: COMMITTEES

10.1 Appointment, Removal, and Replacement Generally.

- a. Citizens interested in serving on a City Committee shall submit an application to the Mayor for his or her consideration. The Mayor is responsible for appointing members to said committees and all appointments are subject to Council approval.
- b. Committee Members may be removed by the Mayor after missing three consecutive meetings without excuse. Removal of Planning Commissioners however will be given special consideration and conducted in accordance with ORS 227.030. Notice of removal to the affected committee member shall be handled with respect and courtesy.
- c. Filling Vacancies for Committees shall be conducted in accordance with procedure established by the City Administrator and approved by the Mayor.
 - i. The vacancy for Committees shall be posted at least two weeks before the vacancy is filled. The Mayor may make a determination regarding filling the vacancy in the event business is being delayed by the vacancy.
- d. The Mayor shall make a determination regarding relatives or members of the same household on the same committee when making individual appointments.

10.2 Liaisons/Representatives to Other Agencies.

- a. The Mayor may appoint City liaisons or representatives to all committees and task forces of other agencies and community organizations for which participation of an elected or appointed official from the City is determined to be necessary or beneficial to the City. The Mayor may remove the liaison or representative upon consensus of the Council.
- b. The primary role of an appointee is to facilitate communication between the relevant committee and the Council and to represent the City's interests as determined by a majority of the Council.

10.3 Organization of the Committee System.

1. Committees should be identified as a Standing or Temporary Committee.
 - a. Standing Committees are created by ordinance with the exception of the Budget Committee, which is created by Statute. These Committees can only be dissolved by repeal of the ordinance that created them. The existing Standing Committees are Tourism and Planning. The

Tourism Committee has seven members and the Planning Commission has five members.

- b. Temporary Committees are created by the Mayor. When creating a Temporary Committee the Mayor shall:
 - i. Write a statement of purpose detailing the task(s) of the Committee.
 - ii. Establish a timeline for the duration of the Committee. Generally Temporary Committees would remain in service for one year, but depending on the circumstances and at the Mayor's discretion, there may be variations in the duration of the Committee.
 - iii. Determine whether the Committee will consist of five or seven members.
- c. Temporary Committees that do not meet and report agendas and minutes to Council for three consecutive months will be dissolved.

10.4 Guidelines for Committee Operation.

1. Each Committee should operate under the same guidelines. These guidelines should be given to each Committee Member when they are appointed to the Committee. When possible a Committee training session will be offered.
2. Along with established guidelines, each Committee should have the following common traits:
 - a. An agenda for every meeting posted at least 24 hours before the meeting.
 - b. Minutes taken at every meeting. Staff will take minutes for Budget Committee and Planning Commission. A Committee Member for all other committees shall take minutes.
 - c. The Chairperson of the Committee should preside over the meeting and create the agenda for each meeting so as to be responsive to direction from the Council. The Committee will elect the Chair.
 - d. A written or oral report shall be given to the Council at the next Council meeting after the Committee meeting.
 - e. There shall be a joint workshop with the Council at least once per year.
3. Committee meetings shall be held at City Hall or another accessible public location in Cascade Locks.

10.5 Committee Goal Setting.

1. The committee should propose goals to the Council at least once per year. These proposed goals would be subject to Council approval.

SECTION 11: USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION

- 11.1 Definition. For the purposes of this section, “confidential” means anything done or communicated in a manner denoting confidence or secrecy, including, but not limited to, information designed to be held in trust or labeled as confidential; information not subject to public disclosure under the State public records or public meetings laws; information disclosed during or in connection with a privileged or protected relationship, such as between an attorney and client; and other information determined to be essential to the fiduciary duties of an elected official to the City. All matters properly discussed in executive session are confidential.
- 11.2 Disclosure of Confidential Information. Council members must keep in complete confidence confidential information to insure that the City’s position is not compromised. Confidential information may be disclosed or otherwise released to the public upon a consensus determination by the Council that confidentiality is no longer necessary, or if otherwise instructed by the City Attorney.
- 11.3 Improper Disclosure. Improper disclosure of confidential information is deemed an act outside the course and scope of disclosing the Councilmember’s agency relationship with the City and may subject the Councilmember to forfeiture of the protections under the Oregon Tort Claims Act, including the right to defense and indemnification, for any damages or liability resulting from or relating to the disclosure of the confidential information.
- 11.4 Statements Relating to Confidential Matters. All public statements, information, or press releases on confidential matters will be made by designated staff or Council representative.
- 11.5 Written Materials. Council members must keep all confidential written materials in complete confidence.
- 11.6 Executive Session. Council members may not communicate any information from any executive session to the media or anyone who was not present at the executive session unless authorized by a consensus of the Council. Information from an executive session does not include information or direction made after the executive session is closed and the regular meeting resumed. If staff is given direction to proceed with negotiations or litigation in a specific matter, Council members may not have any contact or discussion on the matter or subject with any other party or its representative, or otherwise take steps that might interfere with the direction given to staff by Council.

SECTION 12: MEDIA

- 12.1 Open Meetings. All public meetings of the Council and its committees are required by Oregon law to be open to the media, freely subject to recording by any electronic means or photographic means at any time, provided that the arrangements do not interfere with the orderly conduct of the meeting. The Council does have discretion, however, to determine who or what constitutes “the media.”
- 12.2 Media Attendance at Executive Sessions. Media representatives are allowed to attend most Council executive sessions subject to the understanding that issues will not be reported. Upon opening the executive session, the Mayor/Presiding Officer specifies what may or may not be reported. The public meetings statute allows the general subject of the discussion to be disclosed. Media representatives are not allowed to tape or video record executive sessions. Media representatives may be restricted from attending executive sessions involving deliberations with persons designated by Council to carry on labor negotiations.

SECTION 13: SUSPENSION OR AMENDMENT OF COUNCIL RULES

- 13.1 Suspension. Any provision of these rules not governed by State law, the City Charter or City Code may be temporarily suspended by a majority vote of the Council.
- 13.2 Amendment. These Rules are in effect from adoption until amended or repealed. Amendments, deletions, additions, or repeal to the Council Rules are made by resolution adopted by the Council.

SECTION 14: EXPENSES AND REIMBURSEMENT FOR MAYOR AND COUNCILORS.

- 14.1 Expenses and Reimbursement. Councilors will follow the same rules and procedures for reimbursement as those which apply to City employees, as established by City Policy. Councilor expenditures for other than routine reimbursable expenses (e.g., conference registration, travel, etc.) must require advance Council approval according to the purchasing rules which apply citywide.

A Councilor who will be traveling on City business may make his or her own reservations for travel and lodging in accordance with City policy. Upon request to the City Recorder, travel accommodations for Councilors will be made by City Staff.

The City does not reimburse Councilor for expenses incurred by their spouses.

APPENDIX

PROCEDURE FOR PUBLIC HEARINGS

1. Quasi-Judicial Hearings—Ex Parte Contacts and Disqualification.

a. Ex parte contacts are an issue only in quasi-judicial proceedings. The term “ex parte” is defined as; “on one side only; by or for one party; done for, in behalf of, or on the application of, one party only”. An ex parte contact is more often a conversation or other contact with the applicant or a witness concerning an application or other quasi-judicial matter. It is not a conversation with staff, or conversation between two Council members or Planning Commission members. It is a conversation between a Council member and a Planning Commission member, or discussion of an application at an unnoticed public meeting, a letter received individually, or a conversation with the applicant or a person interested in the proceeding. Site visits and attendance at a Planning Commission public hearing on a quasi-judicial matter are also ex parte contacts.

b. The existence of an ex parte contact or bias will not render the decision void so long as the ex parte contact is disclosed on the record as provided below.

c. All ex parte contacts must be disclosed on the record at the first hearing following the communication. The disclosure must explain the substance of the communication, not just the existence. The disclosure must also be public, giving interested persons or parties the right to rebut the substance of the communication. The Councilmember must also state whether the ex parte contact affects the Councilmember’s impartiality or ability to vote on the matter. The Councilmember must state whether he or she will participate or abstain.

d. Bias of hearing body member may result from ex parte contacts, or conflicts of interest, or something else. The public and other hearing body members always have the opportunity to challenge a hearing body member’s ability to be impartial.

e. Although a Councilmember may choose to participate, notwithstanding an ex parte contact or bias, the Councilmember may be disqualified from the hearing by a majority vote of the Council. The Councilmember disqualified shall not participate in the debate, shall step down from the bench for that portion of the meeting and cannot vote on that motion.

f. A Councilmember who was absent during the presentation of evidence cannot participate in any deliberations or decisions regarding the matter unless the Councilmember has reviewed all the evidence and testimony received, and disclosed for the record that they have done so.

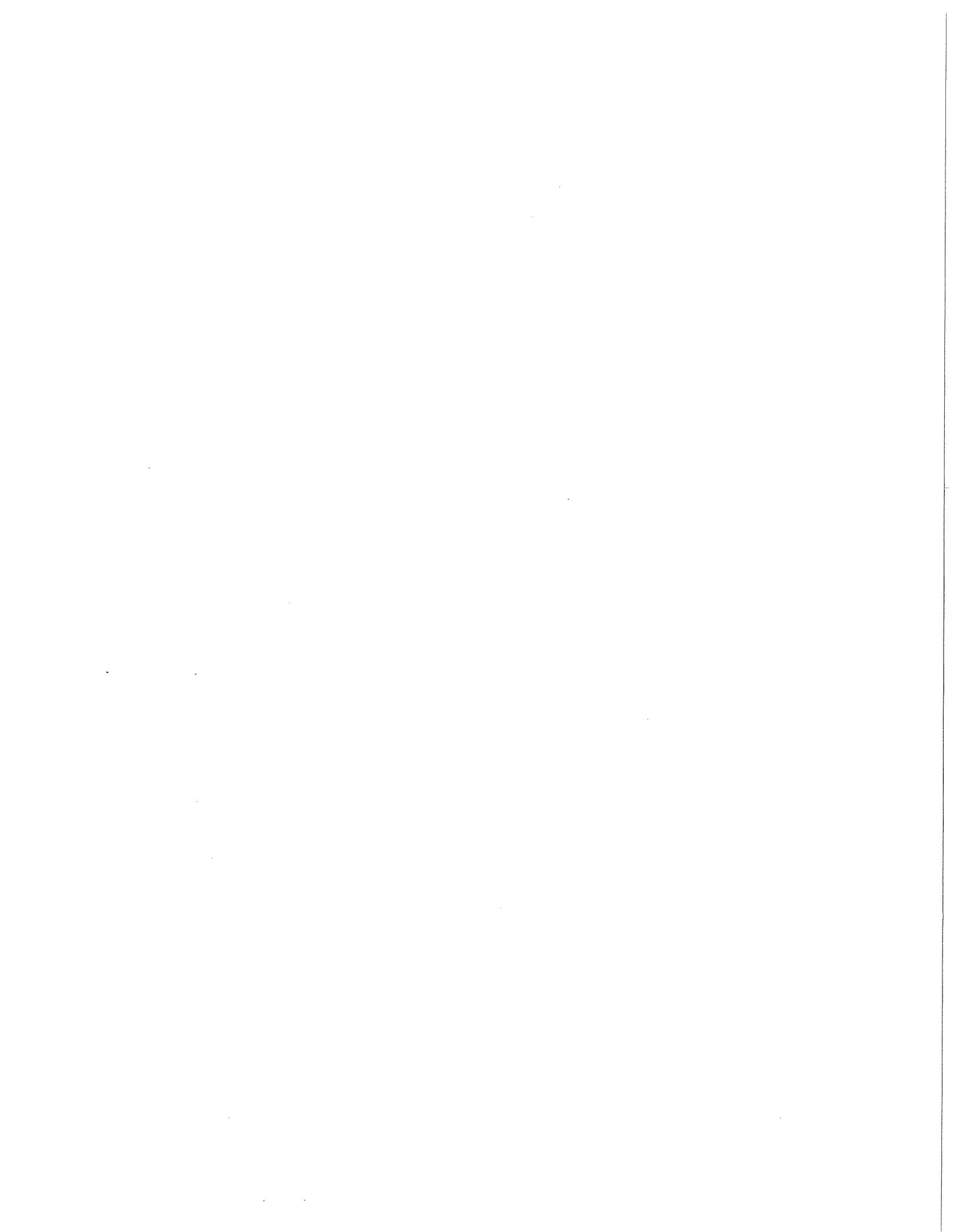
2. Conducting Legislative Hearings. The following is the general order of legislative public hearing proceedings:
 - a. The Mayor, or Presiding Officer, announces the convening of the Public Hearing and announces the nature of the matter to be heard as it is set forth on the agenda.
 - b. Discussion of Conflict of Interest of any members of Council.
 - c. The Mayor/Presiding Officer declares the hearing to be open and invites members of the audience to be heard in the following order:
 1. Staff Report
 2. Correspondence
 3. Persons to speak in support of the matter
 4. Persons to speak in opposition of matter
 5. Persons to speak neither for nor against the matter
 6. Staff Rebuttal
 - d. The Mayor/Presiding Officer closes the public hearing.
 - e. The Mayor/Presiding Officer calls for deliberations to start.
 - f. Council deliberations and vote.
3. Conducting Quasi-Judicial Land Use Hearings. The following is the general order of quasi-judicial public hearing proceedings:
 - a. Conduct of Quasi-Judicial Hearings for land use hearings must conform to the requirements in Oregon Revised Statutes (ORS Ch. 197 and 227).
 - b. The Mayor/Presiding Officer announces prior to opening the hearing the nature of the matter to be heard as set forth on the agenda and the procedure to be followed for the hearing.
 - c. The Mayor/Presiding Officer gives notice that failure to address criteria or raise any other issue with sufficient specificity precludes an appeal on that criteria or issue.
 - d. Discussion of jurisdiction and impartiality of the Council.
 - e. The Mayor/Presiding Officer then declares the hearing to be open and invites members of the audience to be heard in the following order:

1. Staff Report/Introduction of the Appeal
2. Correspondence
3. Applicant or Appellant's Presentation
4. Other Testimony in support of the application or appeal
5. Testimony in opposition of matter
6. Testimony neither for nor against the matter
7. Applicant or Appellant's rebuttal and recommendation
8. Staff's rebuttal and recommendation
9. Questions from Council to staff

f. The Mayor/Presiding Officer closes the hearing and takes no further testimony from the audience. Under certain circumstances, the record may be left open. Consult with staff.

g. If the hearing is not continued, Council deliberates and votes.

h. The Council has the discretion to adopt the findings or direct the staff or prevailing party to submit proposed findings for Council consideration and adoption at a future meeting.



CASCADE LOCKS STAFF REPORT

Date Prepared: August 18, 2015/September 8, 2015

For City Council Meeting on: August 24, 2015/September 14, 2015

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Discussion of Potential Electric Utility Rate Increase

SYNOPSIS: The Bonneville Power Administration (BPA) recently announced a rate increase effective October 1, 2015. The cost of purchased power would increase 7.1% and the cost of transmission would increase 4.4%. Looking at our 2015-16 budget, these increases would cost us about \$37,100 for the nine months in the remaining year, or an increase of 1.9% just to match the increased cost.

As you know, our beginning fund balance (BFB) has steadily fallen over the years. This year it is estimated that the BFB will be about \$75,000 below projections. This is despite the vacancy in the third lineman position. The wages of the Electric Department crew have risen an average of 2.5% over the last five years with no increase in electric rates in 9 years.

We have signed new companies in the industrial park and Bear Mountain is expanding but these increased revenues will not be seen until late 2016. The City might be able to withstand one more year of a declining BFB until those revenues and other new revenues appear. After the new industrial revenue is realized, the City may be able to replenish the reserve accounts and cover the increased personnel and material costs without another rate increase.

The new increase will force us into Tier 2 rates beginning in October of 2017. We won't know the actual impact of that until the summer of 2017 when the rates are determined.

CITY COUNCIL OPTIONS:

1. No increase
2. 1.9% increase
3. Some other rate increase

RECOMMENDED MOTION: Discussion item only. If a rate increase is directed by the Council, we will bring back a resolution in September to be effective with the end of October billing.

1998年12月

第10期

中国农村金融体制改革

——兼论农村金融体制改革与农村金融发展

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September 14, 2015 Addendum:

The current cost of power is \$0.03474 per kilowatt. The increase taking effect on October 1 will raise that cost to \$0.03645 per kilowatt.

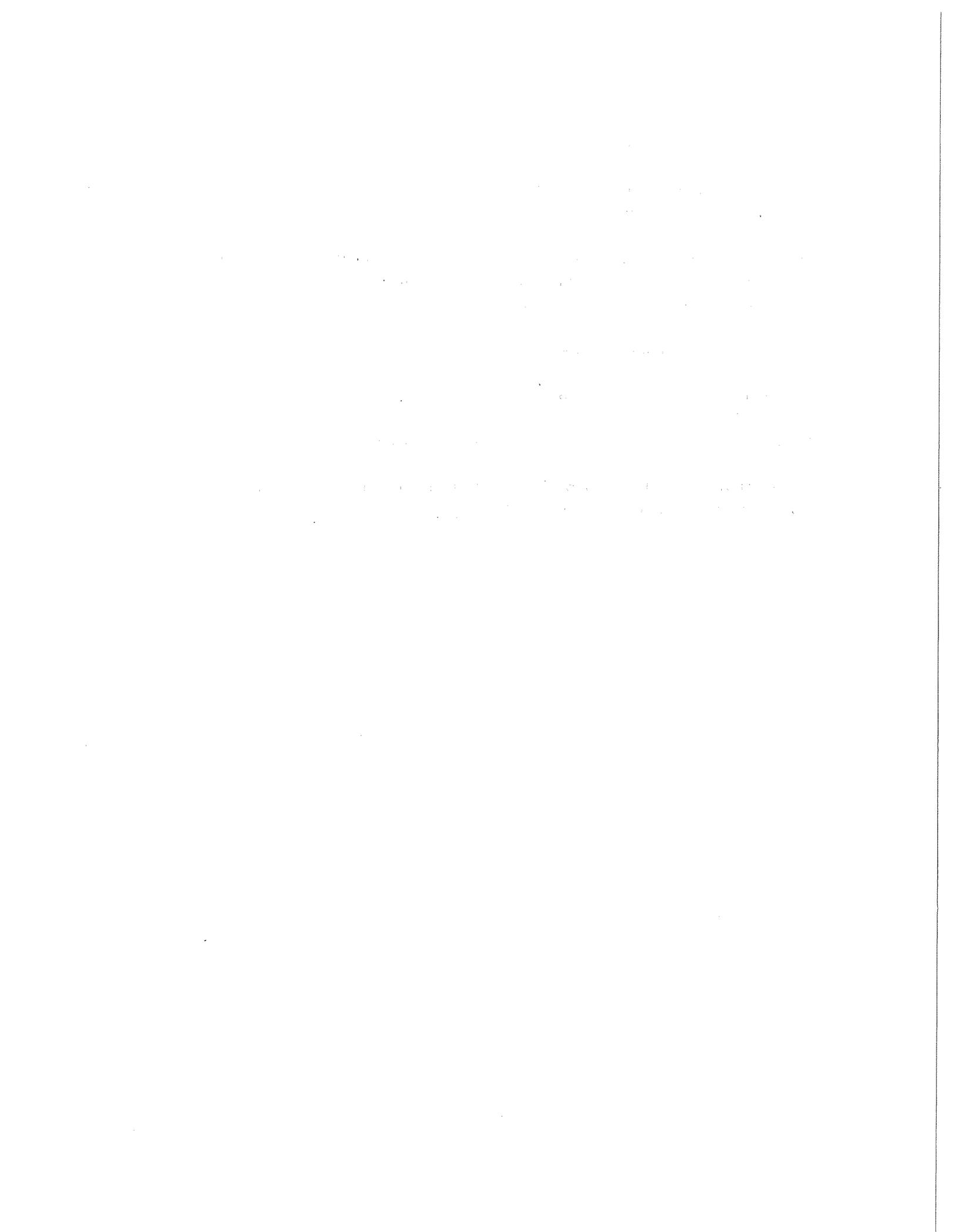
The attached spreadsheet shows the different customer categories and the impact of a 1.9% increase in the cost of power. These increases are only for the cost of power. The base rates and demand charges were not adjusted.

A history of electrical rate increases is also included.

This rate increase would add \$1.66 for the average customer in Cascade Locks.

Resolution No. 1336 reflects the rates shown in the spreadsheet.

RECOMMENDED MOTION: "I move to approve Resolution No. 1336 increasing the electrical usage rate 1.9% effective October 1, 2015."



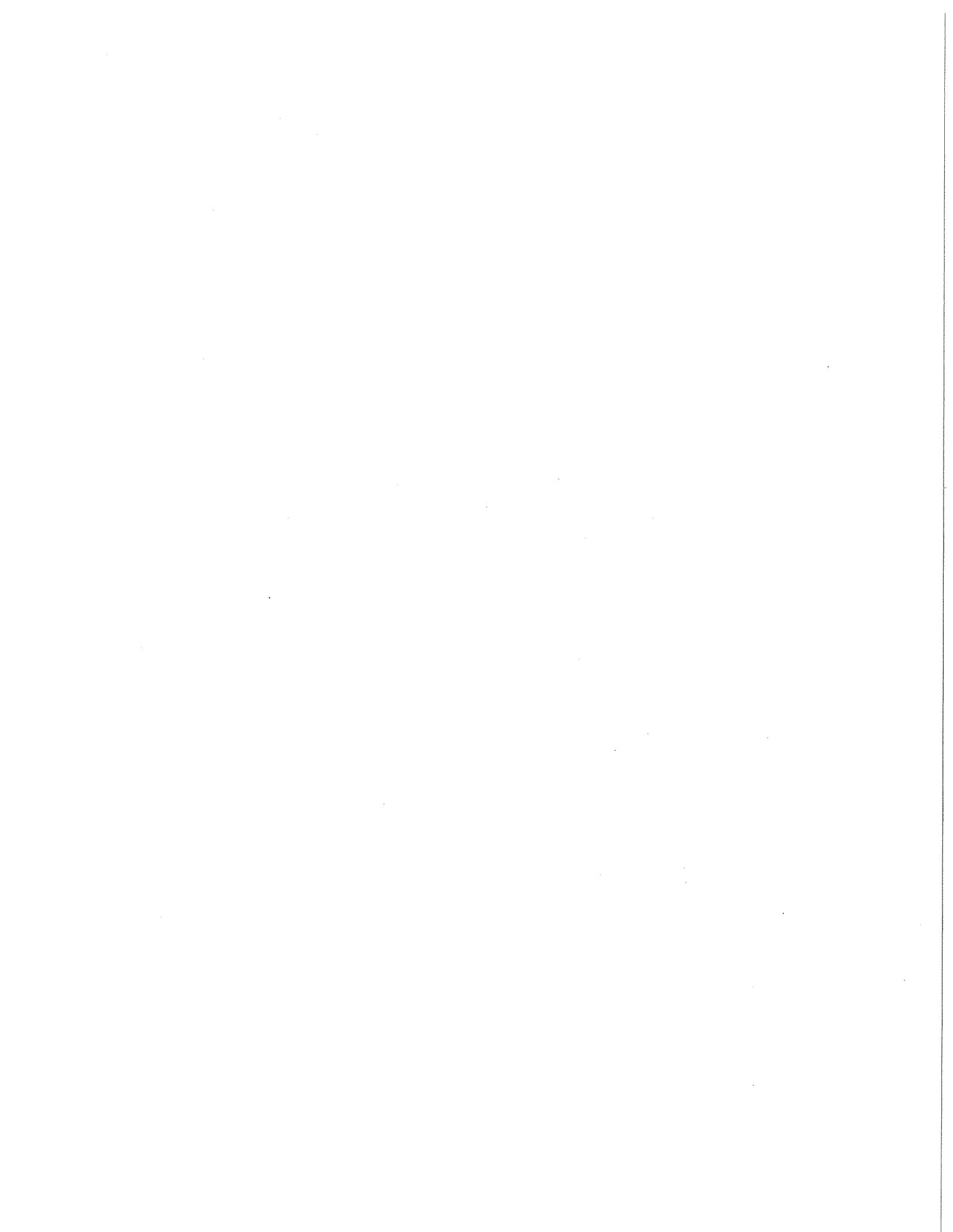
**City of Cascade Locks
2016 Potential Electric Rates**

	Total 2015-16 Budget	Total with BPA Increase	
Personnel Costs	753,303	753,303	Beginning 10/1/2016
Material/Services Cost	341,342	341,342	
Purchased Power	630,000	663,548	7.1%
Transmission Costs	110,000	113,630	4.4%
	1,081,342	1,118,520	
Capital Outlay	45,000	45,000	
Interfund Transfers	3,600	3,600	
Capital Projects	40,000	40,000	
Contingency	46,899	46,899	
	1,970,144	2,007,322	1.9%
		\$ 37,178	Increase

Current Rates: Increased Rates: Gross Margin:

				Cost	GM:	Percent
Residential						
Base Rate	\$ 9.90	month	\$ 9.90			
Usage Rate	\$ 0.0705	kwh	\$ 0.0718	\$ 0.03645	\$ 0.0354	49%
Rural Residential						
Base Rate	\$ 18.20	month	\$ 18.20			
Usage Rate	\$ 0.0937	kwh	\$ 0.0955	\$ 0.03645	\$ 0.0590	62%
General Service						
Base Rate	\$ 10.20	month	\$ 10.20			
First 15,000 kwh	\$ 0.0655	kwh	\$ 0.0667	\$ 0.03645	\$ 0.0303	45%
After 15,000 kwh	\$ 0.0380	kwh	\$ 0.0387	\$ 0.03645	\$ 0.0023	6%
General Service/Rural						
Base Rate	\$ 18.70	month	\$ 18.70			
First 15,000 kwh	\$ 0.0950	kwh	\$ 0.0968	\$ 0.03645	\$ 0.0603	62%
After 15,000 kwh	\$ 0.0546	kwh	\$ 0.0556	\$ 0.03645	\$ 0.0192	34%
Public Agency						
Base Rate	\$ 14.30	month	\$ 14.30			
First 15,000 kwh	\$ 0.0715	kwh	\$ 0.0728	\$ 0.03645	\$ 0.0364	50%
After 15,000 kwh	\$ 0.0495	kwh	\$ 0.0504	\$ 0.03645	\$ 0.0140	38%
Demand Charge over 25KW	\$ 7.70	per KW	\$ 7.70			
Public Agency/Rural						
Base Rate	\$ 23.10	month	\$ 23.10			
First 15,000 kwh	\$ 0.1084	kwh	\$ 0.1104	\$ 0.03645	\$ 0.0740	67%
After 15,000 kwh	\$ 0.0655	kwh	\$ 0.0667	\$ 0.03645	\$ 0.0303	45%
Demand Charge over 25KW	\$ 9.90	per KW	\$ 9.90			
Street Light Service Rate						
Residential	\$ 2.25	month	\$ 2.25			
Public Agency	\$ 7.00	month	\$ 7.00			
Commercial	\$ 7.00	month	\$ 7.00			
Industrial	\$ 15.00	month	\$ 15.00			
Security Light Rate						
100 Watt	\$ 13.80	month	\$ 14.06			
200 Watt	\$ 17.80	month	\$ 18.14			
Industrial						
Base Rate	\$ 59.00	month	\$ 59.00			
On Peak Rate	\$ 0.0395	kwh	\$ 0.0402	\$ 0.03645	\$ 0.0038	9%
Off Peak Rate	\$ 0.0360	kwh	\$ 0.0367	\$ 0.03645	\$ 0.0002	1%
Billing Demand	\$ 8.00	KW	\$ 8.00			

Average Bill (Electric Consumption 1250 kwh):	\$ 88.13	\$ 89.79
Basic Customer Service:	\$ 9.90	\$ 9.90
	\$ 98.03	\$ 99.69
Incremental Cost:		\$ 1.66



**City of Cascade Locks
Historical Electric Rate Review**

There was a rate increase in March of 2001.

City Light:	2.9% on the base charge	33.6% on the per kilowatt charge
South Bank:	0.0% on the base charge	26.4% on the per kilowatt charge

There was a rate increase in March of 2006.

City Light:	10.0% on the base charge	10.2% on the per kilowatt charge
South Bank:	10.3% on the base charge	10.0% on the per kilowatt charge

In the rate increase proposal of March 2006 three additional rate increases were also approved:

1. City Light: 5.1% on the base charge effective in August 2006
South Bank: 5.5% on the base charge effective in August 2006

City Light: 5.1% on the per kilowatt charge effective in August 2006
South Bank: 5.0% on the per kilowatt charge effective in August 2006

In August 2006, rate increase was delayed three months by a motion of the Council.

In November of 2006 Council consensus was to not increase rates. There was no motion or resolution changing the adopted rate structure.

2. City Light: 3.8% on the base charge effective in March 2007
South Bank: 3.1% on the base charge effective in March 2007

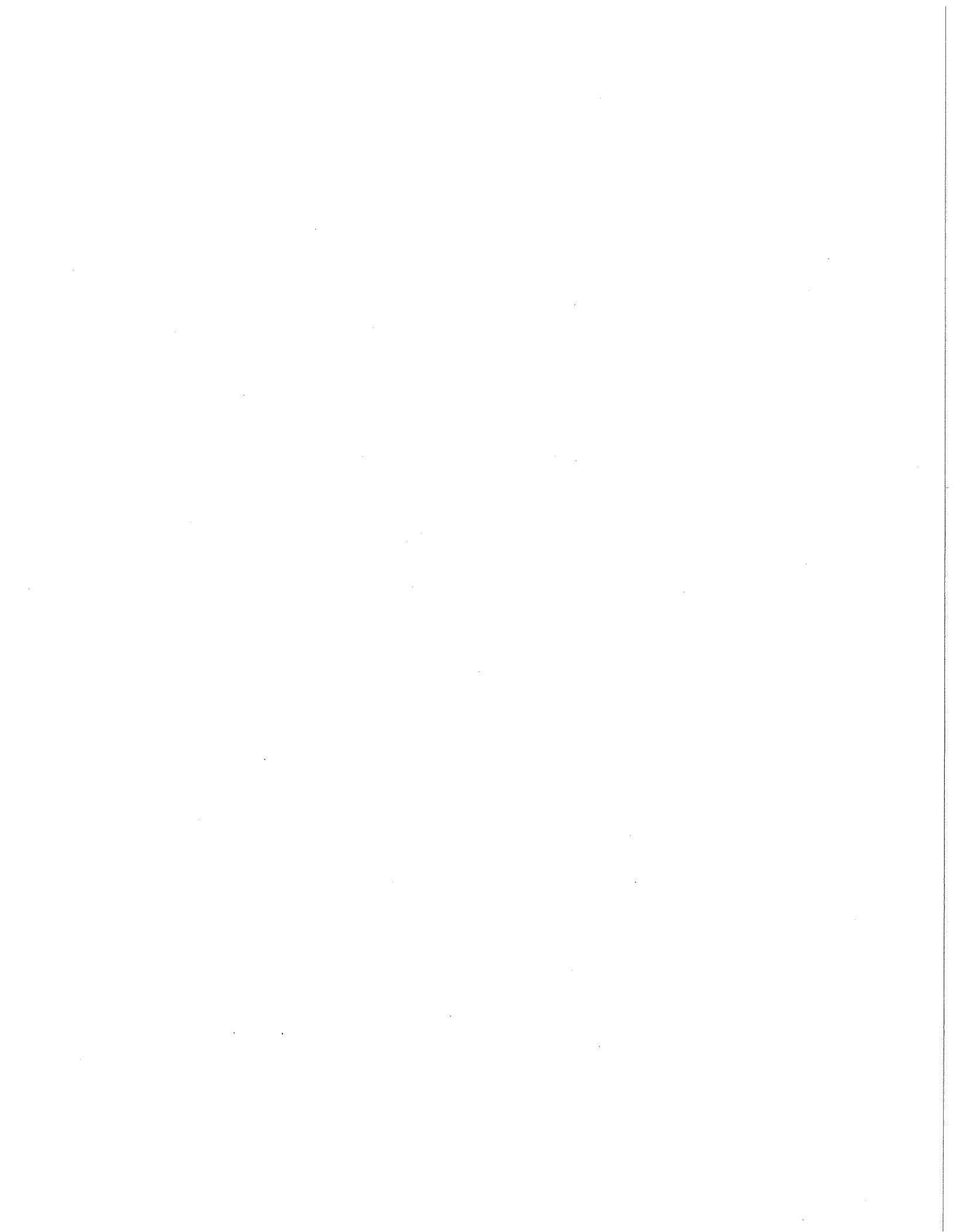
City Light: 3.0% on the per kilowatt charge effective in March 2007
South Bank: 3.0% on the per kilowatt charge effective in March 2007

A hearing about electric rate increases scheduled for June 2007 did not happen.
A hearing about electric rate increases scheduled for November 2007 did not happen.
A hearing about electric rate increases scheduled for February 2008 did not happen.

3. City Light: 3.2% on the base charge effective in March 2008
South Bank: 1.0% on the base charge effective in March 2008

City Light: 3.0% on the per kilowatt charge effective in March 2008
South Bank: 3.0% on the per kilowatt charge effective in March 2008

None of these three rate increases were put into effect. These three rate increases were repealed in September 2013.



RESOLUTION NO. 1336

**A RESOLUTION INCREASING CURRENT RATES
FOR DELIVERY OF ELECTRICAL SERVICES
PROVIDED BY THE CITY OF CASCADE LOCKS,
AND REPEALING RESOLUTION NO. 1291**

WHEREAS, the City Council must from time to time adjust electrical rates to ensure adequate revenues to meet the costs of continued system operation;

WHEREAS, the City buys all of its electric power from the Bonneville Power Administration (BPA); and

WHEREAS, BPA has and will continue imposing increases in the City's cost of power including a 7.1% increase in the cost of purchased power and a 4.4% increase in the cost of transmission effective October 1, 2015;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF CASCADE LOCKS that the following rates shall be charged for the delivery of electrical power:

SECTION 1. RATE SCHEDULES.

SCHEDULE NO. 1
Residential Service

Availability: Applicable to all domestic uses for residential customers. A residential customer is defined as a dwelling unit or a portion of a dwelling unit consisting of a separate, independent housekeeping unit for one family only. Where a portion of building is used for commercial purposes, that portion must be separately metered and billed under Schedule No. 2, General Service Rate applicable to commercial customers. If separate dwelling units do not have individual meters, provided by the customer, the entire building or group of buildings will be classified and billed under this schedule.

Character of Service: Single-phase, sixty hertz, alternating current at a nominal 120/240 volts.

<u>Monthly Rate:</u>	<u>City</u>	<u>Rural</u> (outside City limits)
As of October 1, 2015	(1.9% increase)	(1.9% increase)
Basic Customer Service Rate:	\$9.90 per month	\$18.20 per month
Cost of Energy:	7.18 cents/kwh	9.55 cents/kwh

Minimum Monthly Bill: The minimum monthly bill shall be the same as the Basic Customer Service Rate.

Delivery Point:

1. The point of attachment of electrical service shall be that point of the customer's premises that is nearest to applicable service facilities as determined by the City.
2. Service shall be supplied to the entire premises through a single delivery and metering point.
3. Separate points of delivery to the same customer shall be separately metered and billed to the same customer.
4. Individual single-phase motors larger than 5 horsepower shall be connected only with the written permission of the City.
5. A point of delivery shall not be placed inside any building.

Terms of Payment of Monthly Bill: The above electrical rates are net and are due and payable as described in Ordinance No. 358. Failure to receive a bill shall not release the customer from liability of payment.

General Terms and Conditions: Service under this schedule and classification is subject to the general rules and regulations of the City.

Base Customer Charge: This rate will be used to compensate the City for the cost of maintaining facilities to service the customer.

SCHEDULE NO. 2
General Service Rate

Availability: Applicable to all nonresidential, commercial customers with less than 1,000 kilowatt demand.

Character of Service:

1. Single-phase, sixty hertz, alternating current at a nominal 120/240 volts.
2. Three-phase, sixty hertz, alternating current at a nominal 120/240 volts, 120/208 volts or 277/480 volts when available from existing facilities.

<u>Monthly Rate:</u>	<u>City</u>	<u>Rural</u> (outside City limits)
As of October 1, 2015	(1.9% increase)	(1.9% increase)
Basic Customer Service Rate:	\$10.20 per month	\$18.70 per month
Cost of Energy:		
First 15,000 kwh	6.67 cents/kwh	9.68 cents/kwh
Over 15,000 kwh	3.87 cents/kwh	5.56 cents/kwh
Demand Rate:		
First 25 KW of Billing Demand	No Charge	No Charge
Over 25 KW of Billing Demand	\$ 6.60/KW	\$8.80/KW

Minimum Monthly Bill: The minimum monthly bill will be the greater of either:

- (a) The basic customer service charge; or
- (b) Fifty percent (50%) of the highest metered demand of the previous eleven months as adjusted for power factor.

Higher minimum charges may be required to cover special investments as established by special contract.

Primary Service Discount: For customers taking electrical service at the primary distribution voltage and who own and maintain the transformers, switches, protective equipment, and other items necessary for service, the above rate shall be reduced by 5 percent.

Determination of Billing Demand: The 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. The billing demand shall not be less than fifty percent (50%) of the highest maximum demand of the previous eleven months as adjusted for power factor.

Adjustment of Demand for Power Factor: Demand charges will be adjusted to correct for average power factors lower than 95 percent. Such adjustments will be made by increasing the measured demand one percent (1%) for each 1%, or major fraction thereof, by which the average power factor is less than 95 percent. The formula for determining the average power factor is given as follows:

$$\text{Average Power Factor} = \frac{\text{kilowatt-hours}}{\text{Square root of (kilowatt-hours}^2 + \text{Reactive kilovolt-Ampere-hours}^2)}$$

The power factor may be determined by periodic measurements or at the option of the City by the installation of suitable meters.

Delivery Point:

1. The point of attachment shall be that point of the customer's premises nearest the applicable service facilities as determined by the City.
2. Service shall be supplied to the entire premises through a single delivery and metering point.
3. Separate points of delivery to the same customer shall be separately metered and billed by the City.
4. Individual single-phase motors larger than 5 horsepower may be connected only with the written permission of the City.
5. Individual three-phase motors larger than 100 horsepower with across-the-line starting may be connected only with the written permission of the City.

Terms of Payment: The above electrical rates are net and due and payable as described in

Ordinance No. 358. Failure to receive a bill shall not release the customer from liability of payment.

General Terms and Conditions: Service under this schedule is subject to the general rules and regulations of the City.

Base Customer Rate: This rate will be used to compensate the City for the cost of maintaining facilities to service the customer.

SCHEDULE NO. 3
PUBLIC AGENCY RATE

Availability:

1. Single-phase, sixty hertz, alternating current at a nominal 120/240 volts.
2. Three-phase, sixty hertz, alternating current at a nominal 120/240 volts. 120/208 volts or 480 volts when available from existing facilities.

<u>Monthly Rate:</u>	<u>City</u>	<u>Rural</u> (outside City limits)
As of October 1, 2015	(1.9% increase for both city and rural)	
Basic customer rate:	\$14.30	\$23.10
Energy Charge:		
First 15,000 kwh	7.28 ¢/kwh	11.04 ¢/kwh
Over 15,000 kwh	5.04 ¢/kwh	6.67 ¢/kwh
Demand Charge:		
First 25 KW of Billing Demand	No Charge	No Charge
Over 25 KW of Billing Demand	\$7.70	\$9.90

Minimum Monthly Bill: The basic customer rate, or billing demand, whichever is greater. Higher minimum charges may be required to cover special investments as established by special contract.

Primary Service Discount: For customers taking service at the primary distribution voltage and who own and maintain the transformers, switches, protective equipment, and other items necessary for service, the above rate shall be reduced by 5 percent (5%).

Determination of Billing Demand: The 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. The billing demand shall not be less than fifty percent (50%) of the highest maximum demand of the previous eleven months as adjusted for power factor.

Adjustment of Demand for Power Factor: Demand charges will be adjusted to correct for

average power factors lower than 95%. Such adjustments will be made by increasing the measured demand one percent (1%) for each 1%, or major fraction thereof, by which the average power factor is less than 95%. The formula for determining the average power factor is given as follows:

$$\text{Average Power Factor} = \frac{\text{kilowatt-hours}}{\text{Square root of (kilowatt-hours}^2 + \text{Reactive kilovolt-Ampere-hours}^2)}$$

The power factor may be determined by periodic measurement or at the option of the City by installation of suitable meters.

Delivery Point:

1. The point of attachment shall be that point of the customer's premises nearest the applicable service facilities as determined by the City.
2. Service shall be supplied to the entire premises through a single delivery and metering point.
3. Separate points of delivery to the same customer shall be separately metered and billed.
4. Individual single-phase motors larger than 5 horsepower with across-the-line starting may be connected only with the written permission of the City.
5. Individual three-phase motors larger than 100 horsepower with across-the-line starting may be connected only with the written permission of the City.

Terms of Payment: The foregoing rates are net and are due and payable as described in Ordinance No. 358. Failure to receive a bill shall not release the customer from liability of payment.

General Terms and Conditions: Service under this classification is subject to the general rules and regulations of the City.

Base Customer Rate: This rate will be used to compensate the City for the cost of maintaining facilities to service the customer.

SCHEDULE NO. 4
Street Light Service Rate

Availability: This schedule is applicable to service for street lighting systems, including street lights, signal systems, and roadway and park lighting owned by the City for street light safety. Minimum term of any service agreement shall not be less than one year.

Character of Service: Single-phase, sixty hertz, alternating current at a nominal 120/240 volts.

Street Lighting Service Rate. A Street Lighting Service Rate shall be assessed according to the following schedule on each residential, commercial, public agency and industrial electrical accounts inside the City limits.

As of October 1, 2015	(No Increase)
Residential	\$ 2.25
Public Agency	\$ 7.00
Commercial	\$ 7.00
Industrial	\$15.00

Assessment of the Street Lighting Service Rate. The Street Lighting Service Rate shall continue to be added to the electrical line on the monthly utility bills sent to each customer and will be included in the total electrical charges along with the Basic Customer Service Charge and the energy charge.

Delivery Point: The City will furnish, install, operate and maintain the lighting installation. Individual lamps will be replaced on burnout, as soon as reasonably possible, during the normal work week.

Terms of Payment: The foregoing rates are net and are due and payable as described in Ordinance No. 358. Failure to receive a bill shall not release the customer from liability of payment.

General Terms and Conditions: Service under this classification is subject to the general rules and regulations of the City.

SCHEDULE NO. 5
Security Light Rate

Availability: Applicable to all customers for dusk to dawn outdoor lighting.

Monthly Rate:

<u>Type of Light</u>	<u>Wattage</u>	<u>Lumens</u>	<u>Ownership, Maintenance, and Energy by City</u>
As of October 1, 2015	(1.9% increase)		
High Pressure Sodium	100	9,500	\$14.06
High Pressure Sodium	200	22,000	\$18.14

Delivery Point:

1. The City will furnish, install, operate and maintain the lighting installation at a mutually agreeable location. Individual lamps will be replaced on burnout, as soon as reasonably possible after notification by the customer, during the normal work week, and at no

- additional charge to the customer.
2. If a pole, other than an existing pole is required, the City will install the pole for the cost of installation. The City Light Superintendent will calculate an estimate for each pole installation. In addition to the cost of installation, the charge to the customer will be an additional **\$2.89** per month as of October 1, 2015.
 3. The complete lighting installation shall remain the property of the City. The customer will protect the lighting installation from deliberate damage. The customer will allow the City free access to their property to maintain and inspect the lighting equipment.

Contract Requirements: Customers under this rate will be required to execute a contract for a minimum term sufficient to allow the City to recover the cost of investment.

SCHEDULE NO. 6
Large Industrial Service Rate

Availability: Applicable to all large industrial customers with demands in excess of 1000 kilowatts.

Character of Service: Three-phase, sixty hertz, alternating current at a nominal 120/208 volts or 277/480 volts when available from existing facilities.

Monthly Rate:

As of October 1, 2015

Basic Customer Service Rate:	\$59.00 per month
Cost of Energy:	(1.9% increase)
On-peak	4.02 cents/kwh
Off-peak energy	3.67 cents/kwh
	(11:00 PM to 7:00 AM)

Demand Charge:

Billing Demand	\$8.00/KW
Off-peak Demand	No Charge
	(11:00 PM to 7:00 AM)

Economic Incentive Discount: A new customer will have a 10% discount applied to the monthly bill during the first 12-months of operation. A 5% discount will be applied to the monthly bill during the next 12-months of operation.

Minimum Monthly Bill: The minimum monthly bill will be the greater of either:

- (a) The basic customer service charge; or
- (b) Fifty percent (50%) of the highest metered demand of the previous eleven months as adjusted for power factor.

Higher minimum charges may be required to cover special investments as established by special contract.

Primary Service Discount: For customers taking electrical service at the primary distribution voltage (7.97/13.8kV) and who own and maintain the transformers, switches, protective equipment, and other items necessary for service, the above rate shall be reduced by 5 percent.

Determination of Billing Demand: The billing demand shall be the maximum average kilowatt load used by the customer for any period of fifteen consecutive minutes during the month for which the bill is rendered as indicated by a demand meter and as adjusted for power factor. The billing demand shall not be less than fifty percent (50%) of the highest maximum demand of the previous eleven months as adjusted for power factor.

Adjustment of Demand for Power Factor: Demand charges will be adjusted to correct for average power factors lower than 95 percent. Such adjustments will be made by increasing the measured demand one percent (1%) for each 1%, or major fraction thereof, by which the average power factor is less than 95 percent. The formula for determining the average power factor is given as follows:

$$\text{Average Power Factor} = \frac{\text{kilowatt-hours}}{\text{Square root of (kilowatt-hours}^2 + \text{Reactive kilovolt-Ampere-hours}^2)}$$

The power factor may be determined by periodic measurements or at the option of the City by the installation of suitable meters.

Delivery Point:

1. The point of attachment shall be that point of the customer's premises nearest the applicable service facilities as determined by the City.
2. Service shall be supplied to the entire premises through a single delivery and metering point.
3. Separate points of delivery to the same customer shall be separately metered and billed by the City.
4. Individual single-phase motors larger than 5 horsepower may be connected only with the written permission of the City.
5. Individual three-phase motors larger than 100 horsepower with across-the-line starting may be connected only with the written permission of the City.

Terms of Payment: The above electrical rates are net and due and payable as described in Ordinance No. 358. Failure to receive a bill shall not release the customer from liability of payment.

General Terms and Conditions: Service under this schedule is subject to the general rules and

regulations of the City.

Base Customer Rate: This fee will be used to compensate the City for the cost of maintaining facilities to service the customer.

Contract Requirements: Customers under this rate will be required to execute a contract for a minimum term sufficient to allow the City to recover the cost of investment.

Other Economic Development Incentives: A new customer is encouraged to contact the Port of Cascade Locks regarding other economic development incentives that are available to new industrial customers.

SCHEDULE NO. 7

Cogeneration and Small Power Production Rate

Availability: Applicable to any Seller who owns or operates a qualifying facility with a nameplate capacity of 100 KW or less.

Character of Service: The voltage, phase, frequency and power factor for the delivered power shall be specified by the City.

Purchase Rate: Energy Payment – base cost of power (U) stated in Schedule PCAC.

Contract Requirements: Sellers under this rate will be required to execute a contract with the City.

Interconnection Facilities:

1. The Seller shall furnish, install, operate and maintain in good order and repair and without cost to the City such switching equipment, relays, locks and seals, breakers, automatic synchronizers, and other control and protective apparatus as shall be designated by the City as being required for the operation of the qualifying facilities in parallel with the City's power system.
2. The seller shall provide a lockable disconnect switch to isolate the Seller's qualifying facility from the City's power system. This switch shall be accessible to the City at all times, and the City shall have the right to lock such disconnect switch open whenever necessary to maintain safe electrical operating conditions, or whenever the qualifying facility adversely affects the City's power system.

Interconnection Costs: Any costs of interconnection shall be the responsibility of the Seller. Interconnection costs which may reasonably be incurred by the City shall be assessed against the qualifying facility.

Definitions:

1. "Qualifying facility" means a cogeneration facility or small power production facility as defined in OAR 860-29-010.
2. "Seller" as used herein means any individual, partnership, corporation, association, governmental agency, political subdivision, municipality or other entity that owns or operates a qualifying facility and sells energy to the City under this Schedule.

General Terms and Conditions:

1. The Seller shall indemnify and hold harmless the City for any and all liability arising from the operation and interconnection of the qualifying facility.
2. Service under this classification is subject to the general rules and regulations of the City's Municipal Light and Power System.

SECTION 2. Repeal of Prior Resolutions. City of Cascade Locks Resolutions No. 1291 is hereby repealed.

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

SECTION 4. Expiration. This resolution shall remain in effect until repealed by Council action.

ADOPTED by the City Council this 14th day of September, 2015.

APPROVED by the Mayor this 14th day of September, 2015.

ATTEST:

Mayor Tom Cramblett

City Recorder Kathy Woosley

AGENDA ITEM NO: 6.e.

CASCADE LOCKS STAFF REPORT

Date Prepared: August 17, 2015/September 8, 2015

For City Council Meeting on: August 24, 2014/September 14, 2015

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approval of Water System Improvement Project Change Notice

SYNOPSIS: Before we received our letter of conditions from the USDA Rural Utility Service for the Water System Improvement Project we were required to perform an environmental review of the project and the potential locations for the water lines had to be examined by an archeologist. The original engineering agreement had estimated \$10,000 for the study. Based on the original survey, more testing was required. The additional testing including test pits in two locations did not find anything of significant historical value. This study had to be completed before the letter of conditions was approved by the USDA. The additional cost of the study was more than \$38,000.

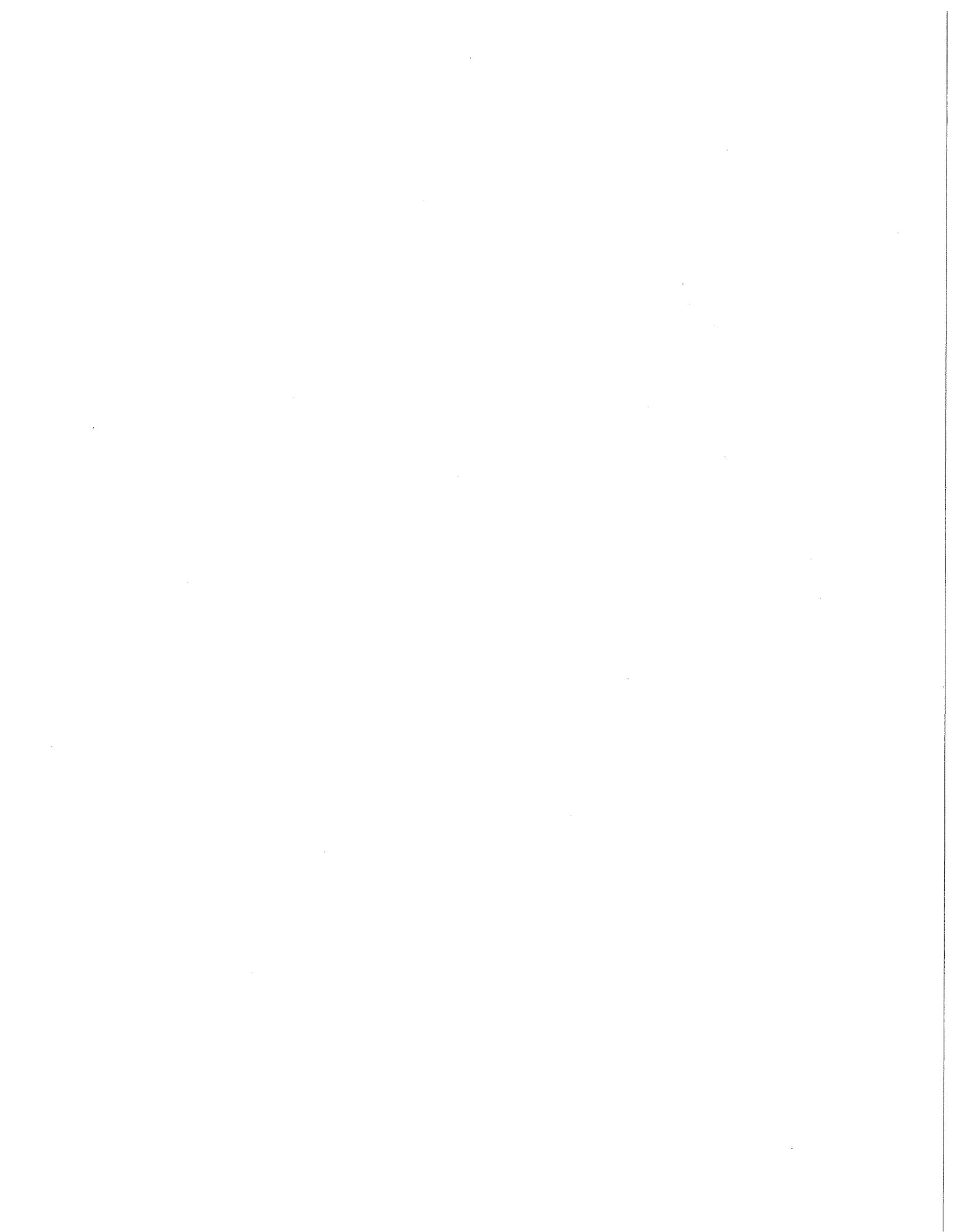
This additional cost will not increase the budget. It will reduce the potential contingency budget from \$531,076 to \$493,076.

CITY COUNCIL OPTIONS: Approve the change notice.

RECOMMENDED MOTION: "I move to approve the amendment to owner-engineer agreement No. 1 to for the additional expense required by the archeological study."

September 15, 2015

The Environmental Report was emailed to each of you on August 25. Now that you have had a chance to read it, do you have any questions?



This is EXHIBIT K, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated April 20, 2015.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 01**

The Effective Date of this Amendment is: August 24, 2015.

Background Data

Effective Date of Owner-Engineer Agreement: April 20, 2015

Owner: City of Cascade Locks

Engineer: Tenneson Engineering Corporation

Project: 2015 Water System Improvement Project

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

X Additional Services to be performed by Engineer

Description of Modifications:

The Study and Report phase of the original Agreement included a \$10,000.00 budget for the Archaeological pedestrian survey. Based on cultural resources found during the pedestrian survey, additional studies including shovel test pits of High Probability Areas and Quarter Test Units / resource collection of discovered artifacts are required. The total cost from the sub-consultant is estimated to be \$48,365.58.

Agreement Summary:

Original agreement amount:	\$390,000.00
Net change for prior amendments:	\$0.00
This amendment amount:	\$38,000.00
Adjusted Agreement amount:	\$428,000.00

Change in time for services (days or date, as applicable): 60 days

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

City of Cascade Locks

Tenneson Engineering Corporation

By:

By:

Print

Print

name: Thomas Cramblett

name: Darrin Eckman

Title: Mayor

Title: Vice-President

Date Signed:

Date Signed:

08.12.15

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative

Date

Name and Title

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

Case Numbers associated with Cascade Locks				Call Breakdown
Case #	Date	Officer	Classification	
S150683	08/02/15	22	Theft	2 Alarms
S150685	08/02/15	20	Harassment	4 Animal Control
S150689	08/05/15	27	Domestic	3 Assault
S150699	08/08/15	5	Search & Rescue	0 Burglary
S150703	08/09/15	26	Order violation	1 Civil Issue
S150705	08/09/15	5	Search & Rescue	7 Disturbance / Nuisance
S150710	08/10/15	11	Order violation	3 Domestic Situation
S150713	08/10/15	16	Theft	0 Drug Activity
S150719	08/11/15	27	Prowler	9 Harassment
S150721	08/12/15	14	Follow-up	1 Hit & Run
S150723	08/12/15	20	Disturbance	1 Juvenile Problem - MIP, Missing, etc.
S150731	08/15/15	14	Warrant service	2 Marine
S150735	08/17/15	16	Assault	3 Mental / Suicide
S150736	08/17/15	12	Welfare check	0 Missing Person
S150742	08/18/15	88	Search & Rescue	11 MVC / Traffic Complaint / Assist
S150743	08/18/15	13	Motor vehicle accident	2 Order Violation - Restraining, No Contact, etc.
S150747	08/19/15	14	Prowler	2 Property - Lost/Found
S150763	08/23/15	26	Harassment	9 Paper Service & Attempts
S150764	08/23/15	26	Suspicious vehicle	16 Request for Assistance / 911 Hangups/Welfare
S150767	08/24/15	13	Juvenile issue	0 Robbery
S150768	08/24/15	12	Assault	1 Sex Crimes / Rape
S150774	08/24/15	12	Theft	0 Subject Stop
S150773	08/24/15	16	Suspicious vehicle	9 Suspicious Activity / Prowler / UEMV
S150782	08/27/15	16	Request for assistance	9 Theft (inc SV/UMV)
S150789	08/30/15	26	Assault	25 Traffic Stops
Total	25			1 Unattended Subject

Total Number of Cascade Locks patrols **84**

Total Calls for Service **170**

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

Hours worked by Deputy Harvey **73.9**

Hours worked by other personnel **124.16**

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

Brian Rockett, Chief Deputy

