

CITY of CASCADE LOCKS

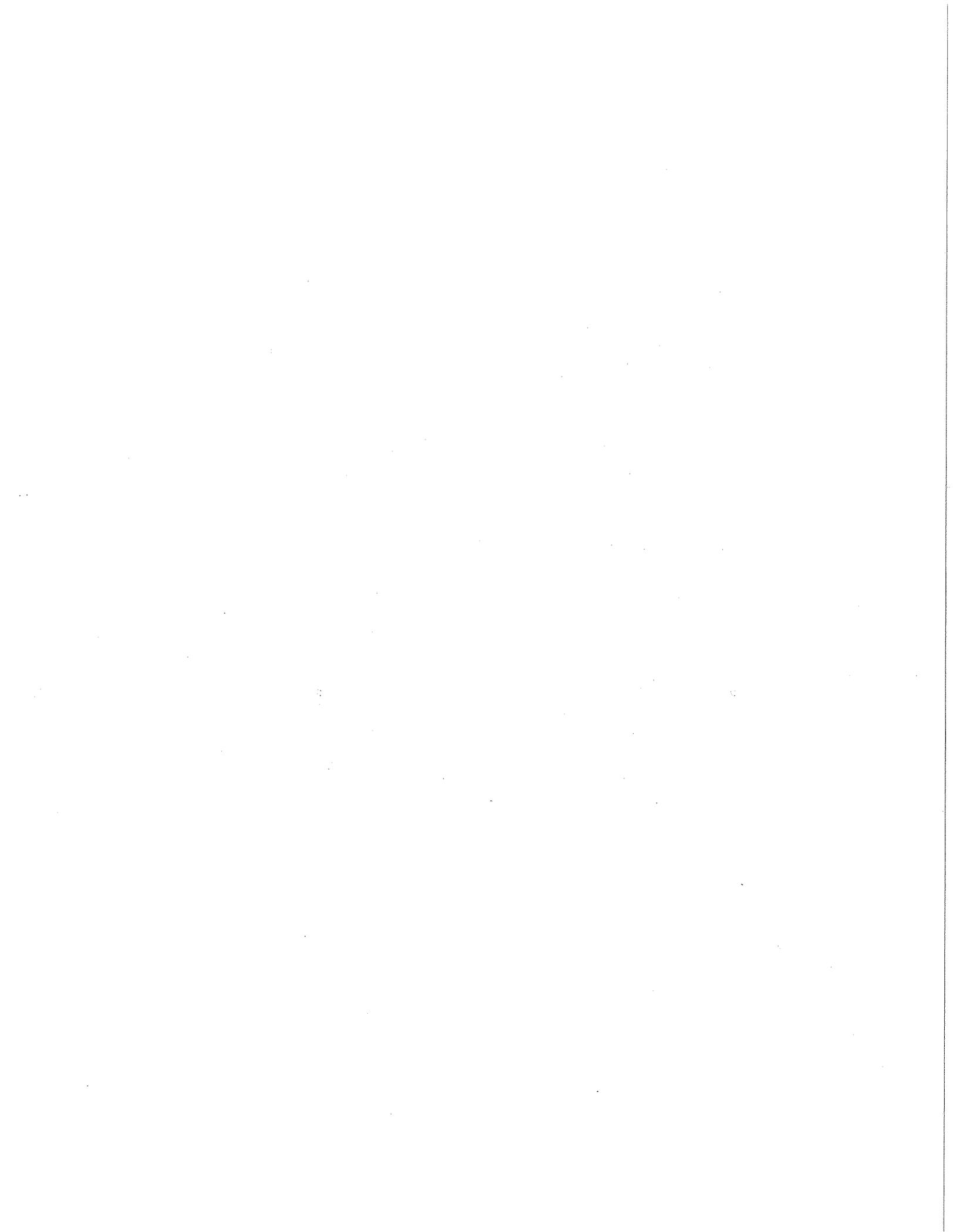
AGENDA

CITY COUNCIL MEETING, Monday, April 25, 2016, 7:00 PM, CITY HALL

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

1. **Call to Order/Pledge of Allegiance/Roll Call.**
2. **Additions or amendments to the Agenda.** (The Mayor may add items to the agenda after it is printed and distributed only when required by business necessity and only after an explanation has been given. The addition of agenda items after the agenda has been printed is otherwise discouraged.)
3. **Adoption of Consent Agenda.** (Consent Agenda may be approved in its entirety in a single motion. Items are considered to be routine. Any Councilor may make a motion to remove any item from the Consent Agenda for individual discussion.)
 - a. **Approval of April 11, 2016 Minutes.**
 - b. **Ratification of the Bills in the Amount of \$ 76,641.14.**
 - c. **Repeal Resolution No. 898 Drug Policy.**
 - d. **Approve Copier Purchase Agreement – Again.**
4. **Public Hearings.**
5. **Action Items:**
 - a. **Appointment to Committees.**
 - b. **Approve Purchase of Electrical Department Service Truck.**
 - c. **Approve Water Quality Engineering Proposal.**
6. **Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community.** (Comments on matters not on the agenda or previously discussed.)
7. **Reports and Presentations.**
 - a. **City Committees.**
 - b. **Dr. Deborah Derr, President Mount Hood Community College.**
 - c. **City Administrator Zimmerman Report.**
8. **Mayor and City Council Comments.**
9. **Other matters.**
10. **Executive Session as may be required.**
11. **Adjournment.**

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



1. **Call to Order/Pledge of Allegiance/Roll Call.** Mayor Cramblett called the meeting to order at 7:00 PM. CM's Groves, Randall, Fitzpatrick (via phone), Walker, Busdieker, Rutherford (via phone), and Mayor Cramblett were present. Staff present was City Administrator Gordon Zimmerman, City Recorder Kathy Woosley, and Camera Operator Betty Rush. Audience members included Margie Curtis, Kathy Tittle, Bob Tittle, Aurora del Val, Karen Saro Troeger, Klairice Westley, Jamie Antis, Caroline Park, Mike Jenkins, Orvie Danzuka, Joseph Shelley, Roberta Kirk, Whitney Jackson, Shayleen Macy, Laka Koosh W. Selam, Charles Kalama, Kahsuess Jackson, Lori Madrigal, Jess Zerfing, Jessica Rojas, Ron Belgard, Brad Lorang, Zelma Salsell, Bernard Seeger, Shirelle Price, Ed del Val, Mike Stone, Stacia Zabadal, Ken Wittenberg, Bob Jung, Arminda Myhill, Rob Brostoff, Karen Hansen, Craig Martin, Martha and Ed LaMont, Joeinne Caldwell, Jess Groves, Ray Cless, Mark Rutherford, Koin 6 Camera Crew, and Hood River News Correspondent Patrick Mulvihill.
 2. **Additions or amendments to the Agenda.** None.
 3. **Adoption of Consent Agenda.**
 - a. **Approval of March 28, 2016 Minutes.**
 - b. **Ratification of the Bills in the Amount of \$ 256,484.31.**
 - c. **Approve Resolution No. 1353 Authorizing a Budget Amendment for Receipt of Unanticipated Revenue in the Amount of \$1,750 for FY 2015/2016; Making Appropriations and Authorizing Expenditures.**
 - d. **Approve Lease of Copier.**
- Mayor Cramblett read the list of items on the Consent Agenda. **Motion:** CM Busdieker moved, seconded by CM Groves, to approve the Consent Agenda except item d. The motion passed unanimously by CM's Groves, Randall, Fitzpatrick, Walker, Busdieker, Rutherford, and Mayor Cramblett. CM Busdieker asked what the monthly lease of the copier would be. CA Zimmerman pointed out the monthly payment amount located on the contract. **Motion:** CM Busdieker moved, seconded by CM Randall, to approve the lease of the copier. The motion passed unanimously by CM's Groves, Randall, Fitzpatrick, Walker, Busdieker, Rutherford, and Mayor Cramblett.
4. **Public Hearings.** None.
 5. **Action Items:**
 - a. **Appointment to Committees.** None.
 - b. **Approve Resolution No. 1354 Expressing the Council's Explicit Opposition to Measure 14-55.**

Mayor Cramblett said he would take public comment first on this agenda item and urged citizens not to repeat what others have said.

Margie Curtis said she has lived in Cascade Locks for 42 years and worked at the local school for 28 years. She said she supports Measure 14-55. She said this Council had a chance to make a local measure and did not; therefore, it became a County-wide measure. Margie said she has personal issues with Nestlé. She said this measure will help resolve her worries of a large corporation taking over Cascade Locks. She said Council's statement to oppose the measure doesn't reflect everyone in town. She said there are many residents that think differently.

Kathy Tittle said she was a long time resident of Cascade Locks and a founding member of the Local Water Alliance. She said in the beginning her and her husband were in favor of Nestlé coming to Cascade Locks. She said after considerable research they have changed their minds. She said she has pleaded with private letters to every Councilor, Port Commissioner, and Managers, and has spoken publicly to ask for reconsideration. She said she asked for an independent vote for our citizens as her and her husband no longer trust the process, only to be told repeatedly by the Mayor that, "This is going to happen and we are the deciders." Kathy said a lot of good has been done for the town by the Councilors and they give up their personal time for the betterment of town. Kathy said she has spoken to several citizens from other communities with Nestlé. She said Nestlé has inserted themselves into the local politics. She gave an example of Nestlé rewriting zoning ordinances without public comment. She said Nestlé is required to report political spending. She said they have yet to report any spending on this measure. She asked if we are to believe that Nestlé hasn't inserted themselves into our politics. She asked if this is the kind of company we want in our town. She said Nestlé is too big for our town. Kathy said the City Council is wrong on this issue. She urged citizens to join them and vote yes on Measure 14-55.

Aurora del Val said she is the Campaign Director for Hood River County Measure 14-55. She said the Local Water Alliance was born in Cascade Locks. She said she wants economic development and Measure 14-55 will protect economic development in our town against Nestlé and any other water bottling company. Aurora said this doesn't make sense especially when last summer our whole county was in drought. She said not only was Hood River County in drought but 2/3 of Oregon was in drought. She said the ballot measure is important because it sets precedence that our County won't trade away our water supply for a few low paying jobs.

Karen Saro Troeger thanked the Warm Springs Tribe for being here. She said we are honored with their presence. She said she is a 20 year resident and also a founding member of the Local Water Alliance. She said many residents have tried to talk to the Councilors and have consistently been ignored. She said Council drove the citizens to this ballot measure and they are the ones that have created this situation. Karen said this resolution shows poor judgment, is irresponsible, and short sided. She said the resolution is a diversion and doesn't represent the majority of voters in our town. She said she has heard supporters have been called outsiders. She said the Gorge is one community. She said Cascade Locks is not an island to themselves. Karen said we need our neighbors. She said Nestlé is the outsider. She said the work LWA is doing is for our community and not Nestlé. Karen said she is confused where the funding for this Coalition for a Strong Gorge Economy is coming from. She asked if Nestlé was secretly funding this group. She said there is a list of supporters on the website but only a couple have made contributions.

Kahsuess Jackson said he was from Warm Springs Tribal Council and said this issue was taken up several months ago. He said he made the motion to oppose any Nestlé development in Cascade Locks. He said he is a member of the Confederated Tribe of the Warm Springs (CTWS) but also has Cascade Blood. He said they oppose anything that would divert any amount of water from salmon or salmon habitat or anything that could have an environmental impact. He said the benefits don't outweigh the potential risks. Kahsuess said the CTWS does not support this project. He said they will do everything they can to prevent this project from

going forward. He said Nestlé is a bad partner. He said they don't care about the environment and bad things happen to the environment. He said they are not good stewards. He said this is our traditional home land and the CTWS does not support it.

Jamie Antis said he has lived here for 25-30 years and supports Measure 14-55. He said this will set precedence across the nation. He said we live in a world where it is problem, solution. He said this is an issue that faces the whole country. He said the problem is this water belongs to the river and doesn't belong in some little plastic bottle. He said this town makes too many wrong decisions time and time again. He said this will be another wrong decision. He said at least we have Native support. He said everyone in this room is too old making the decision on water. He said it should be up to a child. Jamie said the water belongs to all of us and creation. He said he is pleased to see all the Yes signs for Measure 14-55. He said tourists are coming and they don't want to see Nestlé trucks running through Cascade Locks.

Caroline Park said she is a resident and a local business owner. She said she has come to several Council meetings and asked Council how they would ensure that Cascade Locks would not get taken advantage of if a water bottling facility is located here. She said she has asked the City and the Port and has yet to receive an answer. She said she has lost confidence in the leadership to be able to answer the question. Caroline said for that reason she is in favor of Measure 14-55. She said they started a business here two and a half years ago and are looking to develop a property on WaNaPa. She said it is a shame that all of this energy isn't going toward revitalizing the downtown. She said we need jobs and family wage jobs. She said leadership has not responded to her questions. She said she is worried about hundreds of trucks passing by her business on WaNaPa and would appreciate an answer from the local officials.

Mike Jenkins said he has lived here since he was two years old. He said one of his respected teachers is here, friends, and knows most all of City Council. He said he didn't like the complete division but there comes a time to stand up and say something. He said the last time he spoke in public was when we lost the school. He said this large corporation will ruin our town. He said Kathy Tittle and Margie Curtis have said exactly what he feels. He asked if we need more bottles or hundreds of trucks coming through our town. Mike said he hoped when this was all over that we could still speak to each other in the post office.

Orvie Danzuka said he was in favor of Yes on Measure 14-55 to honor the Treaty of 1855. He said the tribes are guaranteed access to usual and custom places and to celebrate the return of salmon. He said this could have a detrimental effect on our first food. He talked about the flooding of Celilo Falls, fighting coal rail transport, and this water being important to everybody. He said the Tribes need it to celebrate their first food. Orvie said the Warm Springs Tribe understands unemployment as they have 7% unemployment on the reservation. He said Warm Springs has some of the best drinking water in the State. He said the Elders have said if you start selling your resources they will go away. He said you can't deny that global warming is happening. He said this decision affects all of Oregon not just Cascade Locks.

Joe Shelley said he has lived here for four years and moved here to help the PCT hikers. He said he is an Oregonian and his family came here in 1846. He said he supports the Native Treaty's. He said he has spent 25 years in the military fighting for freedoms and rights and we should abide by them. He said he is a Trail Angel and last year some Swiss citizens stayed at his place. He said they didn't have one good thing to say about Nestlé. He said they told him that

Nestlé doesn't pay taxes in Switzerland so they won't be paying them here. He asked what will happen to tourism when the trucks start coming through town. Joe said Mayor Cramblett is speaking out both sides of his mouth and you can't have it both ways. He said businesses rely on tourism to support their business and not business in the industrial park. He said he believes in Capitalism and is a Libertarian but Nestlé is not good for this area at all. He said his research has changed his mind regarding Nestlé. He said employment is reported high in this community and wondered how Thunder Island Brewery can't get people to work and they pay higher than minimum wage. He said there are a lot of people in this down that just don't want to work. Joe said that Presidents of our country are buying all the water rights because they know that water is the new gold rush. He said our water is our gold mine so don't let Nestlé have our gold mine.

Roberta Kirk said she is from the Warm Springs Tribe and the water is sacred. She said they have ceremonies and first food feasts. She said they drink water before every meal. She said the water and this area is sacred to us. She said she has ancestral remains on both sides of the river. She said she works for the Cultural Resources Department and they are allowed to comment on any project within the ceded lands that might have impacts. She said she supports Yes on 14-55. She said she does support economic development but didn't think this was the way to go.

Whitney Jackson said is a member of the Warm Springs Tribe and has blood lines from other Tribes. She said she grew up on the river her whole life and Oxbow Spring flows into the river and is sacred to us. She said we call it the Big River. She said WaNaPa, Cascade Locks' main street, means At the River. She said that is an interesting name. She asked why their flag was in City Hall if they have no reason to listen to them. She said she was at the last meeting with Carlos, a CRTFIC Member who sits on the Tribal Council. She said he knows everything and they have meetings two or three times a week. She said all the Tribes are against this. She said Nestlé will destroy us. She said she has fished here since she was two or three years old. She said she is worried about the kids outside and prays that the Council will open their ears. She asked if the Council has talked to the local Natives. She said to vote Yes on Measure 14-55 and honor the 1855 Treaty. She asked the Council to do more research. Whitney said maybe they should take their flag back with them.

Shaylene Macy said she is a Warm Springs Tribe Member with blood lines from other Tribes. She said the Cascade Indians have inhabited the North American continent more than any other Tribe in the United States. She said we have 100% sustainable life style. She said her people have a history here and jobs here that the Council is putting at risk. Shaylene said the water is sacred to our people and they were born out of a natural spring. She said we honor the water and it cleanses their bodies. She said Herman Creek is the coldest source of water that goes into the Columbia River in this area. She said the salmon rely on that pool of water to make their journey. She said hundreds of thousands of sockeye salmon were dying last year because it was too hot. She said water is becoming more and more scarce. She said she appreciated everyone's concerns. She said this is a small town and we are a part of this town also. She said we bring culture and tourists here. She said there is a huge fishing community at Herman Creek and not just Natives. Shaylene said we have to be strong. She said you don't want to wipe out the fishing industry. She referred to oil spills where fishing industries were wiped out.

Laka Koosh said he was here representing four Tribes. He said we share the rights on the river. He said there are meetings held behind closed doors and he has a lot of questions. He asked

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where Council had the right to do decide what happens. He asked who did the environmental impact and endangered species acts studies. He said everyone talks about education. He said Nestlé will bring their own people and won't hire within the community. He said they don't care about the people or environment. Laka said we all share these resources. He said the fishing season is an attraction nationally. He said tourists come here to buy Columbia River salmon. He said he has a lot of pride in what we will leave behind. He said we can still start a business here that won't affect our children and grandchildren. He said it is sick to see how people are divided. He said he strongly supports Measure 14-55.

Lori Madrigal said she has lived in Cascade Locks for 12 years. She said she is here to support the federation and has ties with the Warm Springs Tribe. She said we have been discriminating for years against the people that were here before us. She said it is time to respect our water rights. She said the Native Americans have not had their word yet. She said anyone doing research on Nestlé would not want to be a Nestlé town. She said Cascade Locks is a spiritual place and the Natives have allowed us to come here. She said she is heartbroken about the division between her friends in the community. Lori mentioned the history of Shaniko.

Jess Zerfing said he is a Gorge Fishing Guide and his great grandfather was a Native American in Iowa. He said he is in support of Cascade Locks becoming something and currently it is nothing. He asked if Nestlé, an Indian Casino, a veneer plant, or wood mills, aren't good for Cascade Locks then what is. He said he has lived here for 41 years and every single time we come up with something good for Cascade Locks somebody comes in and says it isn't and most of them don't even live in Cascade Locks. Jess said Oxbow Springs does not supply all the water supply for the Columbia River. He said most of the water for the Columbia River comes from Canada, Idaho, and Northern Washington. He said we would not lose the salmon out of the Columbia River even if Oxbow Springs didn't exist. He urged all to go to the mouth of Herman Creek in August and see how many fish are going to make it up Herman Creek with all the nets that are there. Jess repeated that he is a local fishing guide here and much embedded into the salmon that are here. He said Nestlé is not going to destroy the salmon run. Jess said Measure 14-55 is all about bottling water for the entire County. He asked if brewing beer, making wine, or any other thing of that nature, was any different than bottling water when beer is 97% water. He asked why the concern about bottling water when there is no concern about the other things that uses a lot of water. He said Cascade Locks needs some business. He said none of this being talked about has anything to do with bottling water.

Jessica Rojas said she works for a local water municipality but is not speaking on that behalf. She urged locals to protect the water source. She said the water rates in Portland are very high. She said if you let private interest come in you risk unequitable consequences. Jessica said every branch of government is developing equity policies. She said our generation and future generations will never be safe from privatization of resources they depend on especially in the face of climate change. She urged Council to protect their local resources from Nestlé. She asked if the City was ready to deal with the infrastructure needs with all the trucks that will be on the roads. She asked Council to think carefully about what the tradeoffs will be for privatizing the water.

Ron Belgard said he is part of several Tribes and talked about being given 19 million acres before people started coming and taking what they wanted. He said we are all given this earth

together. He said there are groups that sit on this earth that are not human and walk among us, killing our children, and destroying each other. He said he spoke with (?) on the phone a couple of months ago and was told that their stance would be no Nestlé development here. He said, "Go ahead and try to build out there and see what happens." He said there are at least a million of brothers and sisters who won't ask questions. He said stupid people make stupid decisions thinking their money makes them into something and it doesn't. Ron said his people beat the military and we'll do it again. He said he is tired of people saying that they are going to do whatever they want. He said you are not, even if it means his life. He asked what happens when there isn't any more water. He said you are uninvited guests in this territory. He dared Council to build anything out there and said he would destroy it himself.

Brad Lorang said he has had a successful business here for 11 years and it has been a struggle. He said his business is going to survive. He said comments have been made about available jobs here but nobody wants to work. He said there are seasonal jobs available and a lot of people choose not to take a job that will end in the fall. He said some of the people that are opposing this Measure have found ways to survive outside of Cascade Locks with lives not connected to the community or they have decided to retire here and want nothing to change. He said he is voting no on Measure 14-55 because there is a lot of collateral damage with this Measure. He said it is a selective discriminatory law. He said if the same 1,000 gallons a day limit was used for other uses it would shut down Ryan's Juice, Full Sail, Hood River Distillery, and half of the other water consumers in the Hood River area. Brad said the Oregon Department of Water Resources said our water recharge station can sustain 24.5 cfs, which is about 5.5 billion gallons a year. He said Nestlé is going to bottle 118 million gallons a year. Brad said there is no offer on the table from Nestlé. He said if the Measure passes it will cripple the ability for any water bottling plant in Hood River County because 1,000 gallons a day won't sustain any type of resource. He said this Measure is poorly conceived and suppose there a lot of people that are philosophically opposed to bottled water. He urged people to vote No on Measure 14-55 as it should be local control with Cascade Locks being able to decide how to use their own water right.

Ed del Val said he appreciated everyone taking time and allowing everyone an opportunity to share their concerns. He said he is a supporter of Measure 14-55. He said we all share the common goal to not hurt Cascade Locks. He said we all share the goal to not want any natural resources or the Gorge hurt. He said we all share the water. He said he challenged the notion that Cascade Locks is nothing. He said he is proud of Cascade Locks and the Gorge. He said Cascade Locks has a lot of potential. Ed said everyone here is very passionate about this town and this issue. He said we all have the capability to make choices. He asked Council to think long and hard on this resolution. Ed said there is a lot of momentum on this Measure and has confidence that it will pass. He said if you pass this resolution you will be on the wrong side of what is about to go down. He said you will hurt the town's image. He said tourism is a large part of what carries this town. He said if he was a tourist and Nestlé was here he would not think highly of the town or the Council that would make such a move. He said this is not just a Cascade Locks issue. He said if Nestlé is here they will be trucking water from over 100 miles away. He said this is a County issue and an issue for the Native Americans. He said the Native Americans are very passionate about this issue and have more at stake than any of us do. He asked Council to send a message to all and to not hurt Cascade Locks.

Zelma Wasell spoke in her Native Tongue (no interpreter). She said these waters are ours and not yours. She said her people have suffered enough. She said we have to drive thousands of miles for roots now. She said she starves in the winter because she doesn't have salmon. She said she usually cans 20 cases of salmon but last year she only got 6. She said our DNA is not the same as anyone else's. She said her children are allergic to red dye, hormones, red meat, latex, etc. She said she is allergic to all medicines. She said the salmon is her medicine and their food. She said the water temperature has killed salmon. She said the roots are not in the mountains. She said her children can't eat the food in the supermarket. She said this is the future and again spoke in the Native Tongue. She said this makes her angry and her heart hurt. She said we are still here and still strong. Zelma spoke of her history. She said this water is important. She said we will have to seek legal action if this happens. She urged Council to think heavily about this. She said we are important people, we are the guardians of this land, and we were here first. She said they never asked for anyone to come in and take everything from us and hurt our children. She said her DNA is different and again spoke in her Native Tongue.

Bernard Seeger said he is a resident of Cascade Locks and urged citizens to support the resolution Council is considering. He said his decision is based on several years of research on this project when he was the City Administrator from 2007 to 2011 and is intimately familiar with the challenges that face Cascade Locks. He said this project is extraordinary that will address three unique challenges. He said this would be an improvement to our general fund and utility services and it will help the citizens because of the employment opportunity. He said there will be 250 construction jobs and 50 full time benefitted jobs. Bernard said the number for full time jobs has been quoted as a small amount but what gets lost in the conversations is scale. He said 50 jobs for 1235 citizens in Cascade Locks in comparison to the same math for the City of Gresham would amount to 4,300 jobs. He said the City of Gresham's largest employer is 1,700 employees and if this same economic opportunity came to the City of Gresham to double the property tax and triple the biggest employer he is sure they would work very hard to bring that economic development to their community. He said in a very unique way this will be good for the hatchery. He said it will provide a steady source for the hatchery to improve their operation of raising endangered fish. He said this was a strong reason for his support when first working on this project. Bernard said he has worked in local government for 14 years and has seen a lot of tough policy decisions but when Council faces those and does the right thing then everyone will benefit. He said he could give many examples where Councilors did their homework, studied the facts, made a decision and the community benefitted. He said the first task is to defeat this Measure and continue the plan to bring sustainable economic development to this community. He urged support of the resolution and to vote No on Measure 14-55.

CA Zimmerman said the City received two comments electronically (Exhibit A). A video was shown from the Co-Director of Earth Guardians New York (via YouTube), which was in support of Measure 14-55. The other comment (via email) from Floyd Calica supported Resolution No. 1354 to oppose Measure 14-55.

Laka Koosh said he is on Tribal Council and asked if the City received a letter from the Warm Springs Tribe that did not support Nestlé. CA Zimmerman said the City received a letter stating the Warm Springs Tribe opposed the process. Laka said the Warm Springs Tribe is not in favor of this and wanted that to be very clear. He asked if the Warm Springs Tribe can submit another

letter. Mayor Cramblett said they could submit a letter but the Council would be acting tonight on the resolution.

Mayor Cramblett said he would consider a motion on approval of Resolution No. 1354 expressing the Council's explicit opposition to Measure 14-55. **Motion:** CM Fitzpatrick moved, seconded by CM Groves, to approve Resolution No. 1354.

CM Busdieker thanked everyone for coming and speaking well and passionately and disappointed with the rest of the Council when sitting through all the testimony and still plan on going through with this. She said she wouldn't dispute that Cascade Locks has an unemployment problem but the most recent numbers that have come from the State of Oregon are now below 17%. She said it is still high but going down and thanked new businesses for that drop. She said the underfunded EMS Department is now being taken care of by a resolution approved by Council two years ago. She said it is a tight budget but we are supporting Fire and Emergency Services. CM Busdieker said the loss of the school probably doesn't have a whole lot to do with the economic situation in town. She said there have never been big classes here and the Junior High and the High School kids have so many more opportunities in Hood River. She said there are more programs available to them in Hood River in order for them to succeed in a modern society. She said she is happy the elementary school is still here as that is an important part of the community. She said the parents are more involved with their children at the elementary age so it makes sense to keep that part of the school here. She said the biggest problem she has with the resolution is the statement that if Nestlé doesn't come here Cascade Locks has no future. She said that is a slap in the face to businesses like Thunder Island Brewery who have done very well, hire local people, and pay as much as they can to supporting living wages. She said Thunder Island Brewery is trying to relocate into a new building on the main street and these are the kind of people we want in town. She said large scale water bottling is not the only thing to sustain our future. She said we threw away the idea of a marijuana store. She said the State of Oregon is getting an insane amount of taxes on this. She said this is one huge economic development opportunity that we shut the door on. CM Busdieker said she didn't see anything unreasonable, unfair, or biased, and it doesn't explain the dangerous precedent. She said the dangerous precedent is declaring our water up for sale to a well known dishonest company. She said it is our right to determine our economic future in a sustainable manner but selling water is not a good risk for sustainability. She said no one really knows where the water comes from and has Dave Palais admitting that on video. She said the risk is too high to consider this sustainable. She said another statement in the resolution states that the only thing this will do is further damage the economic well-being for Cascade Locks. She said this type of language has no place in a resolution as it is a scare tactic. CM Busdieker said the kids in the Earth Guardians video are the ones suing the Government for not taking care of the environment.

CM Fitzpatrick said he didn't think a marijuana store that would cost 50 million dollars to build would recognize the same tax revenue.

Mayor Cramblett said he thinks this is an opportunity for Cascade Locks and has worked diligently for years for jobs for Cascade Locks. He said the State of Oregon has given the water right to Cascade Locks to use. He said Cascade Locks can sell the water up to the water right amount that is given to them to use. He said people won't live here without jobs. He said this is a job issue and is an issue that should be decided by Cascade Locks alone. He said water will be

going back to Oxbow Hatchery to keep the hatchery going with the same chemical base as is in the Spring. Mayor Cramblett said Hood River does very well with tourism. He said Hood River had decided at one time that their land was too valuable to have an Enterprise Zone. He said Cascade Locks wanted the Enterprise Zone. He said Hood River County came to Cascade Locks to expand the Enterprise Zone to Hood River so that they could get Cardinal Glass to create jobs for Hood River. He said then the Enterprise Zone was also used for a timber company to go on the property where Hanel Mill was located. Mayor Cramblett said Cascade Locks helped out Hood River by allowing the expansion of the Enterprise Zone. He said the Sternwheeler Columbia Gorge was built in Hood River at Nichols Boat Works to help out Hood River County. He reported of a Hood River County School Board Levy that passed with the votes of Cascade Locks. He said Cascade Locks has an opportunity to help the Oxbow Hatchery and needs a No vote on Measure 14-55 so that we can take care of our community. He said it is his job to do what he can for our community. Mayor Cramblett said the State of Oregon will review all the issues and they will come up with a decision.

There was an outburst from the audience.

CM Randall said that almost 20% was the same as 17% and no one knows exactly what the unemployment rate is right now and we can just be in the ballpark. He said that anyone that works for that Fire and EMS will tell you that they are completely underfunded. He said the resolution that was passed was a stop-gap to help keep their heads above water. He said we still need money for the EMS Department. CM Randall said he supports taking care of the environment and has listened to both sides since 2013. He said Council has done a lot of research on these issues. He said we want to do what is best for our people in Cascade Locks and all can help with memorandum of understanding with Nestlé as to how the water will be turned off if needed. He said the City will be in control of that water. There was outburst from the audience.

CM Groves said she didn't want to be known as a marijuana town. She said Nestlé does not make the rules. There was outburst from the audience. She said when this is decided it will all be talked out. She said we are not stupid people. She said you have your say and we have ours. She said she lives here with her children and grandchildren. She said that she supports a No vote on Measure 14-55.

CM Walker said he sees a teacher, people he went to school with, and it was said by CM Busdieker that they were just going to vote on it anyway. He said comments were made about the Council not listening. He said that isn't true at all. He said he doesn't agree with CM Busdieker's comments about our school at all. He said if you want that opportunity for your kids you should move to Hood River. He said if you walk downtown on a Friday you will see nothing going on at the school and you never see any high school kids. He said Cascade Locks kids belong in school in Cascade Locks. CM Walker said part of this decision is for Nestlé and he is all for sitting down and discussing this issue. He said he doesn't trust Nestlé as far as he can throw them. He said this is part of a process and not voting on opening up a plant today. He said we're not trying to ruin Cascade Locks but trying to find something sustainable. He said not one ounce of water would be affected. He said when discussing the casino the casino was going to be using 400,000 gallons of water a day during the busy time. He said why was that all right and this isn't.

The motion passed with CM's Groves, Randall, Fitzpatrick, Walker, Rutherford, and Mayor Cramblett voting in favor. CM Busdieker opposed.

Caroline Park said she would like her question answered about the impacts of trucks on businesses. She said she has reached out to every single Councilor and has not received an answer. She said she is a property and business owner in this town. There was outburst from the audience. Caroline said she has asked this same question at multiple meetings. Mayor Cramblett said the Council is working on the truck traffic issues through town.

Whitney Jackson asked why the Council came to the Reservation three or four weeks to try and railroad the Warm Springs Tribe without filling out paperwork or following procedures. She said she was standing in the parking lot taking pictures of every one of them.

Mayor Cramblett declared a break at 9:17 PM and returned to regular session at 9:31 PM.

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

7. Reports and Presentations.

a. City Committees. None.

b. Hood River County Library Reads Proclamation – Buzzy Nielsen. Buzzy said this is Hood River County Library District's 10th year for Hood River County Reads. Buzzy presented each Councilor with a book titled, Martin Marten by Brain Doyle. He said there will be some other programs going along with this and urged the community to check those out. Mayor Cramblett read the Proclamation of Support for the 10-year anniversaries of Hood River County Reads and the Columbia Center for the Arts.

Buzzy reported that the HRCLD is finalizing their lease agreement for space at the school and will start moving things to that building. He said there is a plan to begin merging the school and Hood River County Library together.

c. City Administrator Zimmerman Report. CA Zimmerman gave his report (Exhibit B).

8. Mayor and City Council Comments. CM Fitzpatrick thanked the participants of the meeting and thanked Council for how they handled the meeting. He thanked staff for the work on the acquisition of a copier and also thanked the Lions Club for their donation.

CM Rutherford thanked everyone for their comments. He said the comment comparing water to gold is interesting because you would sell the gold.

CM Walker thanked everyone for coming. He said it is an emotional subject with loving Cascade Locks as the one thing in mind. He said we should keep having discussion and keep the personalities out of it. He said to keep it civil.

CM Busdieker thanked CM Walker for always being the voice of reason. She said she is disappointed in the vote for the resolution. She said the ballot measure is well on its way to being successful. CM Busdieker thanked the Lions Club for their donation.

CM Randall thanked the Lions Club for all they do for our community. He said they are dedicated to helping Cascade Locks when they can. CM Randall said all of this is still a process in motion. He said there is still a lot of information to go through and issues to mitigate. He said concerns will not be ignored. He said we are listening.

CM Groves thanked the Lions Club for all they do for the community. She said we appreciate it very much. She thanked everyone for coming to the meeting. She said nothing is settled and we are listening. She said that people are saying that we are selling the City out. She said she has raised her children and grandchildren here and is just attempting to help the community. She said we are listening.

CM Walker pointed out that while on break the Warm Springs Flag was taken from the Council Chambers. He said the group that was here chose to take it.

Mayor Cramblett said just because someone disagrees with someone does not mean they aren't listening. He said everyone that wanted to speak was allowed to speak.

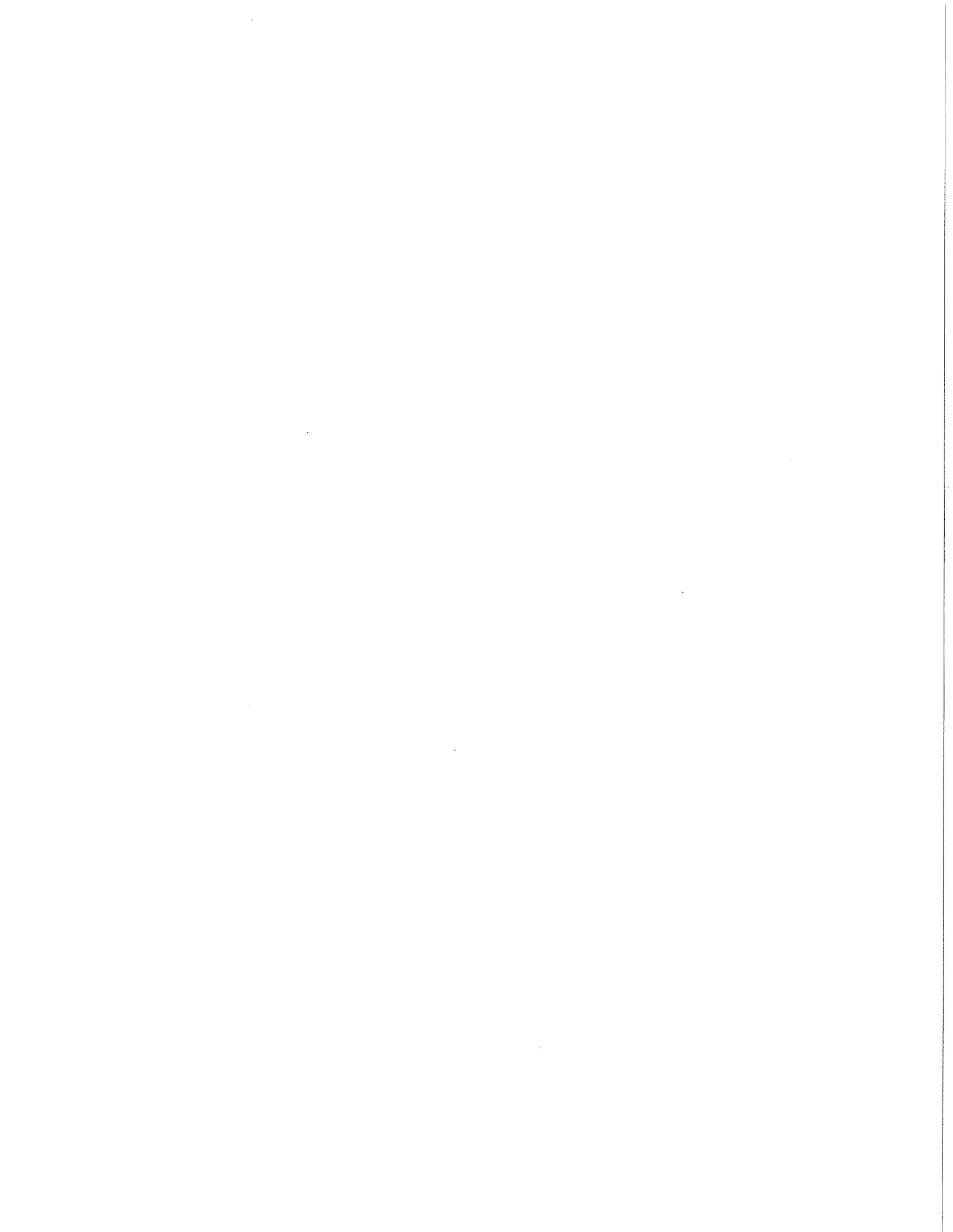
Mayor Cramblett said that biking is going to be a huge industry. He said more bicycles can be put into town than cars. He reported on the ribbon cutting for the bike repair station put into Overlook Park. He said that biking will be a good tourist opportunity for Cascade Locks.

9. **Other matters.** None.
10. **Executive Session.** None.
11. **Adjournment. Motion:** CM Groves moved, seconded by CM Randall, to adjourn. The motion passed unanimously. The meeting was adjourned at 10:00 PM.

Prepared by
Kathy Woosley

APPROVED:

Tom Cramblett, Mayor



Gordon Zimmerman

From: Earth GuardiansNY <earthguardians.woodstock@gmail.com>
Sent: Monday, April 11, 2016 4:35 PM
To: gzimmerman@cascade-locks.or.us; kwoosley@cascade-locks.or.us; mayor@cascade-locks.or.us; tcramblett@cascade-locks.or.us; dbusdieker@cascade-locks.or.us; bfitzpatrick@cascade-locks.or.us; ggroves@cascade-locks.or.us; rrandall@cascade-locks.or.us; krutherford@cascade-locks.or.us; bwalker@cascade-locks.or.us
Subject: Support Hood County Water Protection Ballot Measure 14-55

Dear, Gordon Zimmerman, Kathy Woosley, Mayor Tom Cramblett, Deanna Busdieker, Bruce Fitzpatrick, Glenda Groves, Richard Randall, Kevin Rutherford, Bobby Walker,

I am writing as the Co-Director of Earth Guardians New York
To ask you to support Water Protection Ballot Measure 14-55

As a youth led organization, dedicated to the preservation of our commons, we implore you to recognize the impacts of the Nestle Proposal on your community.
We created a video to share our feelings. Please view

<https://www.youtube.com/watch?v=XYFgOP28mBE>

Thank you,

Rachel Marco Havens.

--

Check out the links below to stay connected!

[JOIN EGNV](#)

[FIND OUT IF THERE IS A CREW NEAR YOU](#)

[SIGN THE PLEDGE TO BE A CLIMATE LEADER](#)

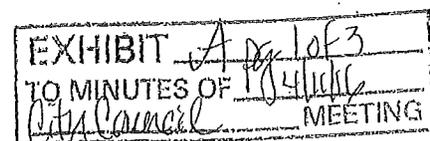
[LEARN ABOUT THE PROTECT OUR FUTURE CAMPAIN](#)

[50 SIMPLE THINGS TO REDUCE YOUR CARBON FOOTPRINT](#)

[A LINK TO SOME EG MEMES](#)

(You can share these on your social media outlet, add one to your email signature or website. Just right click and download it to your computer)

[CHECK OUT, LIKE AND SHARE EARTH GUARDIANS LATEST VIDEO RELEASE](#)





April 11, 2016

Mr. Gordon Zimmerman, Administrator
City of Cascade Locks
140 SW Wa Na Pa
PO Box 308
Cascade Locks, Oregon 97014

Re: Support for Nestle Project and Economic development for Cascade Locks

Mr. Zimmerman and City Council members,

My name is Floyd Calica, enrolled member of the Confederated Tribes of Warm Springs. I am writing to you to show my support for the Nestle Project that will provide jobs and economic development for Cascade Locks.

As a member of the Tribe, my ancestors have been stewards of this land, now known as Cascade Locks and the Columbia River Gorge. The Wasco and Warm Springs Bands of Indians occupied this area for thousands of years and have engaged in use of our Natural Resources for a variety of uses: transportation, social activities, subsistence for our sacred salmon and other uses.

The Tribe, today, still exercises our Reserved Treaty Rights as provided by the 1855 Treaty between the United States and Tribes and Bands of Warm Springs and Wasco.

The Confederated Tribes of Warm Springs and Cascade Locks share these resources and have mutual consensus on protection and enhancing the area, Columbia River and *water.

I have studied the project and its impact on Natural Resources, Water and Salmon and have concluded the project will have no adverse impact.

Nestlé Waters North America (NWNA) is currently evaluating the potential for a bottling facility closer to customers in the Pacific Northwest.

Nestle Investment and LEED Standards

The project would be an investment of up to *\$50 million*. The bottling plant would be about 250,000 square feet, with water moved to the plant by a Nestlé-built pipeline, which is LEED standards safeguarding the health of employees, neighbors and *the environment*.

Economic Development and JOBS

Once built, the Nestlé Waters plant would provide up to *50 full-time, well-paying jobs* with good benefits. Preliminary economic estimates from Bruce Sorte, an Oregon State University Extension economist, indicate the full *project would provide more than \$26 million in sales per year in direct, indirect and induced economic benefits*, plus another \$36 million in sales provided by the construction of a fully built two-line plant.

These jobs are desperately needed for the community of Cascade Locks. Fifty full-time jobs will have a direct and long term impact on the local small businesses in Cascade Locks and Stevenson Washington.

I am writing to support Cascade Locks City Council Resolution # 1354 to oppose Measure 14-55.

The proposal will have minimal impacts and use of water and will boost economic development to the residents of Cascade Locks.

The Tribe and City of Cascade Locks share mutual values and visions for our communities: responsible use of Natural Resources, Housing, Jobs and Economic Development.

With that said, I support our neighbor City of Cascade Locks and Resolution # 1354; please, also be reminded there are other members of the Confederated Tribes of Warm Springs who support the project.

Thank You.

Floyd Calica
PO Box 990
Warm Springs, Oregon 97761

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



(541) 374-8484

Fax: (541) 374-8752 TTY: 711

City Administrator Report to the City Council
Monday, April 11, 2016

1. **Annual Statement of Economic Interest:** This is just a friendly reminder that the Oregon Government Ethics Commission requires the filing of your annual Statement of Economic Interest by April 15. You are subject to fines if you do not complete the information on time.
2. **Parking Management Workshop:** The Parking Management Workshop will be held in City Hall on May 16 at 7:00 p.m. You are all invited.
3. **LOC Meetings September 29 – October 1 in Salem:** Can I get a count of those who are planning on attending?
4. **Budget Meeting:** This Wednesday is the first budget committee meeting beginning at 6:30.
5. **PCB Testing:** We have received the test results from our water distribution system. No PCBs were detected in our water supply. Two questions were asked at our last meeting. When was the City first notified of the problem? I have a copy of a letter sent to Paul Koch dated June 18, 2012. Neither Mr. Koch, nor Mr. Sheldon Price, our Public Works Supervisor, or Mr. David Griffin, our contracted Public Works engineer, remember seeing that letter. It should be noted that DEQ did not follow up on this issue until February 17, 2016, almost four years later. The second question was concerning PCB levels in fish tissue. Per DEQ's representative Bob Schwartz, "The risk assessment evaluated risk to people eating fish based on contaminant concentrations on sediment and information in the literature regarding how those contaminants could bioaccumulate as they travel up the food chain." That assessment indicated only sediment sampling and limited surface water sampling was required. As I understand it, the Port did do some fish tissue sampling in Herman Creek Cove during their PCB investigation of the business park. No contamination was found.
6. **Copper Testing Results:** The results of the testing for copper in the system will not be available until April 19. At our next Council meeting we should have a proposal from a Water Quality Engineer to review. We are looking at alternative ways of funding whatever engineering and construction should be required.
7. **Water System Update:** The engineering and bid documents will be sent to all appropriate agencies for review this week. This will cover the piping from the new reservoir down to the end of the project at Hammond and the installation of piping from Herman Creek Lane into the Business Park. The engineering and bid documents for the reservoir will be sent to the appropriate agencies for review in two weeks. The engineering and bid documents for the well

*Cascade Locks is where the Bridge of the Gods spans the Heart of the Gorge;
where mountain, wind, and water create the best sailing in the Northwest,
and where the "CL" on the license plate stands for Cascade Locks, the second largest city in Hood River County.
The City of Cascade Locks is an Equal Opportunity Provider.*

EXHIBIT B pg 1 of 2
TO MINUTES OF
City Council MEETING
4/11/16

field development should be available the first week in June. All projects should be completed by the end of October.

8. **Gorge Bike Hub Ribbon Cutting:** The Portland Wheelmen Bike Club donated a bike fix-it station to the six gorge hubs communities. We installed our station last week and held a ribbon cutting today at 3:00 p.m. at Overlook Park. We have been invited to make a presentation to the Oregon Parks and Recreation Commission on May 11th in Salem for our \$175,000 Gorge Hubs application.
9. **EMS Hiring:** Gary Stallings, our fulltime paramedic, has accepted a position with Camas. He will be leaving on April 18. We are attempting to recruit an immediate replacement by going back through previous applications and working with Hood River. May I have permission to advertise for the position? Mr. Dennis Muillenbergh has also resigned from the volunteers to concentrate on building his business. We are working on plans to build sleeper accommodations in the Fire Hall in order to attract volunteer paramedics. We will bring you more information on that as we have it.
10. **Vacation:** I will be on vacation next week in order to attend my daughter's graduation from Brigham Young University.

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

Gordon Zimmerman
Cascade Locks City Administrator

BLANKET VOUCHER APPROVAL

PAGE NO. 1

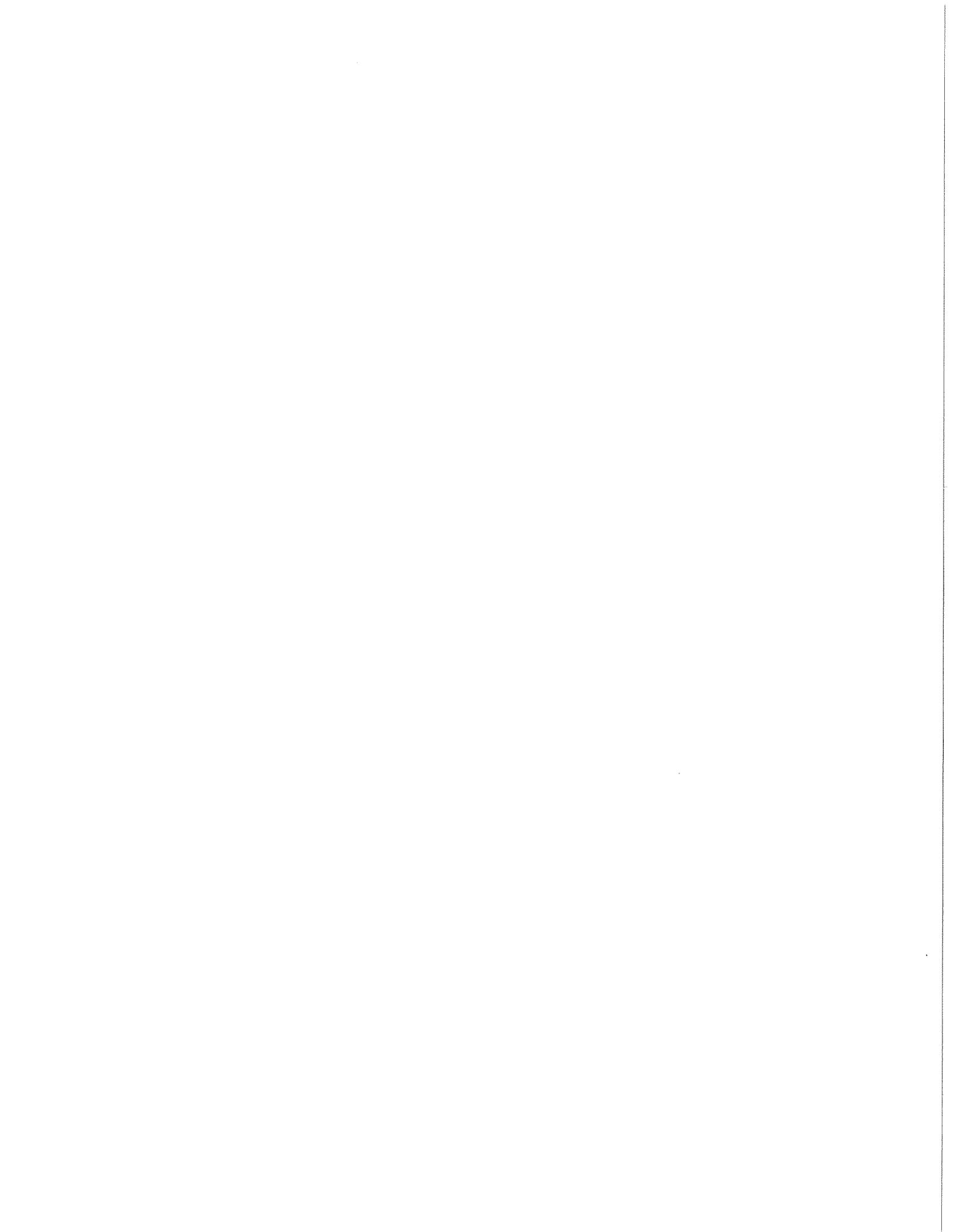
DEPARTMENT: CITY OF CASCADE LOCKS
COVER SHEET AND SUMMARY

DATE:	DESCRIPTION:	AMOUNT:
4/15/2016	PR	\$ 52,812.67
4/8/2016	A/P	\$ 23,828.47

GRAND TOTAL \$ 76,641.14

APPROVAL:

Mayor



Report Criteria:
Report type: GL detail

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
6939	04/16	04/08/2016	6822	0109666	American Legal Publishing Corporation	2016 S-2 Folio Supplement	0140162110	303.00
Total 6939: 303.00								
6940	04/16	04/08/2016	6966	01410018QD	American Messaging	Paging Service	5140562110	10.00
Total 6940: 10.00								
6941	04/16	04/08/2016	6839	82103139	Bound Tree Medical, LLC	dextrose	0540562351	39.57
Total 6941: 39.57								
6942	04/16	04/08/2016	6997	BP27936	Brown Printing	Find Your Wild Brochure	0840562160	1,796.00
Total 6942: 1,796.00								
6943	04/16	04/08/2016	670	100001500 4	CASCADE LOCKS LIGHT CO.	Fire Station	0540562439	544.19
6943	04/16	04/08/2016	670	100003500 4	CASCADE LOCKS LIGHT CO.	Res. No. 2	2140562070	28.37
6943	04/16	04/08/2016	670	100030200 4	CASCADE LOCKS LIGHT CO.	Pump Lift Station	3140562070	28.30
6943	04/16	04/08/2016	670	100038200 4	CASCADE LOCKS LIGHT CO.	Well House	2140562070	1,709.21
6943	04/16	04/08/2016	670	100379100 4	CASCADE LOCKS LIGHT CO.	Treatment Plant	3140562070	1,948.44
6943	04/16	04/08/2016	670	100381300 4	CASCADE LOCKS LIGHT CO.	Warehouse	2140562070	52.15
6943	04/16	04/08/2016	670	100381300 4	CASCADE LOCKS LIGHT CO.	Warehouse	3140562070	52.15
6943	04/16	04/08/2016	670	200120000 4	CASCADE LOCKS LIGHT CO.	Cemetery Water	1740562551	28.30
6943	04/16	04/08/2016	670	300155100 4	CASCADE LOCKS LIGHT CO.	Main Lift Station	3140562070	1,020.88
6943	04/16	04/08/2016	670	300155900 4	CASCADE LOCKS LIGHT CO.	Museum	0140762630	161.50
6943	04/16	04/08/2016	670	300171800 4	CASCADE LOCKS LIGHT CO.	Mail Lighting	5140562800	39.89
6943	04/16	04/08/2016	670	300183900 4	CASCADE LOCKS LIGHT CO.	Moody Lift Station	2140562070	66.95
6943	04/16	04/08/2016	670	301981200 4	CASCADE LOCKS LIGHT CO.	Bike Path	0140462551	11.38
6943	04/16	04/08/2016	670	600135000 4	CASCADE LOCKS LIGHT CO.	City Hall Utilities	0140162552	1,658.88
6943	04/16	04/08/2016	670	600136900 4	CASCADE LOCKS LIGHT CO.	87 Ruckle	3140562070	41.81
6943	04/16	04/08/2016	670	600149800 4	CASCADE LOCKS LIGHT CO.	City Hall Irrigation	0140162552	86.03
6943	04/16	04/08/2016	670	601369800 4	CASCADE LOCKS LIGHT CO.	Radio Tower	0540562439	56.88
6943	04/16	04/08/2016	670	APRIL 2016	CASCADE LOCKS LIGHT CO.	Senior Sewer Subsidy	0140862025	227.00
Total 6943: 7,762.11								

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
6944	04/16	04/08/2016	740	72277	CASELLE, INC.	Contract Support	0140162082	1,220.00
Total 6944:								1,220.00
6945	04/16	04/08/2016	6852	APRIL 2016	College of Emergency Services	Installment Paymen for J. Bennett	0540562024	750.00
Total 6945:								750.00
6946	04/16	04/08/2016	1120	A106012	COLUMBIA HARDWARE, LLC	batteries	5140562770	11.98
6946	04/16	04/08/2016	1120	A106337	COLUMBIA HARDWARE, LLC	leather gloves	5140562210	26.15
6946	04/16	04/08/2016	1120	A106641	COLUMBIA HARDWARE, LLC	painting supplies	0540562440	30.82
6946	04/16	04/08/2016	1120	B128951	COLUMBIA HARDWARE, LLC	Roof Cement	5140562440	57.48
Total 6946:								126.43
6947	04/16	04/08/2016	6995	1541	Columbia River Press	1/2 Page Ad ft Sailing the Gorge	0540562160	698.00
Total 6947:								698.00
6948	04/16	04/08/2016	1620	1045	EFFICIENCY SERVICES GROUP, LLC	BPA Program Services March 2016	5140562139	750.00
Total 6948:								750.00
6949	04/16	04/08/2016	6981	6286	Farwest Portable Crushing Inc.	spoils hauled and dumped	3140562560	40.00
6949	04/16	04/08/2016	6981	6286	Farwest Portable Crushing Inc.	rock for projects	5140562770	424.75
6949	04/16	04/08/2016	6981	6324	Farwest Portable Crushing Inc.	rock for projects	5140562770	986.24
Total 6949:								1,460.99
6950	04/16	04/08/2016	6854	MARCH 201	Gordon Zimmerman	CA Mileage Reimbursement	0140162094	251.64
6950	04/16	04/08/2016	6854	MARCH 201	Gordon Zimmerman	CA Meal Reimbursement	0140162094	6.18
6950	04/16	04/08/2016	6854	MARCH 201	Gordon Zimmerman	CA Misc. Expense Reimbursement	0140162094	20.50
Total 6950:								278.32
6951	04/16	04/08/2016	2590	151853/3	HOOD RIVER SUPPLY ASSOC.	leather gloves	5140562210	19.49
6951	04/16	04/08/2016	2590	151853/3	HOOD RIVER SUPPLY ASSOC.	16' Gate	5140662770	100.99
Total 6951:								120.48

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
6952	04/16	04/08/2016	3070	1500359730	LES SCHWAB TIRE CENTER	Tires for trailer	5140562201	484.96
Total 6952:								484.96
6953	04/16	04/08/2016	6874	MARCH 201	LIN Television Corporation	programming	4140562740	235.95
Total 6953:								235.95
6954	04/16	04/08/2016	3380	KPDJ MARCH	Meredith Corporation	Retransmission	4140562740	143.00
6954	04/16	04/08/2016	3380	KPTV MARCH	Meredith Corporation	Retransmission	4140562740	314.50
Total 6954:								457.50
6955	04/16	04/08/2016	3770	22-201603	NET ASSETS	Title Search	0140162110	11.00
Total 6955:								11.00
6956	04/16	04/08/2016	4070	6030332	ONE CALL CONCEPTS, INC.	locate services	5140562110	18.90
Total 6956:								18.90
6957	04/16	04/08/2016	4150	MA118401	OREGON DEPARTMENT OF AVIATION	Annual Lease Payment	0140862022	125.00
Total 6957:								125.00
6958	04/16	04/08/2016	6935	82111	Oregon Travel Experience	mult falls kiosk panel	0840562160	75.00
Total 6958:								75.00
6959	04/16	04/08/2016	6769	03-16-314	PARC Resources, LLC	City Planning	0140262075	582.75
6959	04/16	04/08/2016	6769	03-16-314	PARC Resources, LLC	Clark extension, Hou CU Permit	0140262090	272.25
Total 6959:								855.00
6960	04/16	04/08/2016	4650	J011672	PLATT ELECTRIC SUPPLY	hole saw, vinyl tape	5645163941	59.25
6960	04/16	04/08/2016	4650	J019883	PLATT ELECTRIC SUPPLY	3m 33+Super 1.5 x 36yd vinyl	5140562770	176.30
Total 6960:								235.55
6961	04/16	04/08/2016	6886	MARCH 201	Sinclair Television Group, Inc.	Programming	4140562740	314.60

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 6961:								
6962	04/16	04/08/2016	6965	20	Sofia Urrutia-Lopez	Contract Support	0840562110	314.60
Total 6962:								
6963	04/16	04/08/2016	5460	MARCH 201	Sosnkowski & Cleveland P.C.	Attorney Fees	0140162100	756.78
Total 6963:								
4081601	04/16	04/08/2016	3650	16030303	NATIONAL CABLE TELEVISION COOP.	Programming	4140562740	1,281.00
Total 4081601:								
Grand Totals:								3,662.23
								3,662.23
								23,828.47

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-21010	.00	6,217.91-	6,217.91-
01-401-62082	1,220.00	.00	1,220.00
01-401-62094	278.32	.00	278.32
01-401-62100	1,281.00	.00	1,281.00
01-401-62110	314.00	.00	314.00
01-401-62552	1,744.71	.00	1,744.71
01-402-62075	582.75	.00	582.75
01-402-62090	272.25	.00	272.25
01-404-62551	11.38	.00	11.38
01-407-62630	161.50	.00	161.50
01-408-62022	125.00	.00	125.00
01-408-62025	227.00	.00	227.00
05-21010	.00	1,421.46-	1,421.46-
05-405-62024	750.00	.00	750.00
05-405-62351	39.57	.00	39.57
05-405-62439	601.07	.00	601.07
05-405-62440	30.82	.00	30.82
08-21010	.00	3,325.78-	3,325.78-
08-405-62110	756.78	.00	756.78
08-405-62160	2,569.00	.00	2,569.00
17-21010	.00	28.30-	28.30-
17-405-62551	28.30	.00	28.30
21-21010	.00	1,856.68-	1,856.68-
21-405-62070	1,856.68	.00	1,856.68
31-21010	.00	3,131.58-	3,131.58-
31-405-62070	3,091.58	.00	3,091.58
31-405-62560	40.00	.00	40.00
41-21010	.00	4,670.38-	4,670.38-
41-405-62740	4,670.38	.00	4,670.38
51-21010	.00	3,117.13-	3,117.13-
51-405-62110	28.90	.00	28.90
51-405-62139	750.00	.00	750.00
51-405-62201	484.96	.00	484.96
51-405-62210	45.64	.00	45.64
51-405-62440	57.48	.00	57.48
51-405-62770	1,609.27	.00	1,609.27
51-405-62800	39.89	.00	39.89
51-406-62770	100.99	.00	100.99

GL Account	Debit	Credit	Proof
56-21010	.00	59.25-	59.25-
56-451-63941	59.25	.00	59.25
Grand Totals:	23,828.47	23,828.47-	.00

Report Criteria:
Report type: GL detail

STAFF REPORT

Date Prepared: 4/18/16

For City Council Meeting on: 4/25/16

TO: Honorable Mayor and City Council

PREPARED BY: Kathy Woosley

APPROVED BY: Gordon Zimmerman

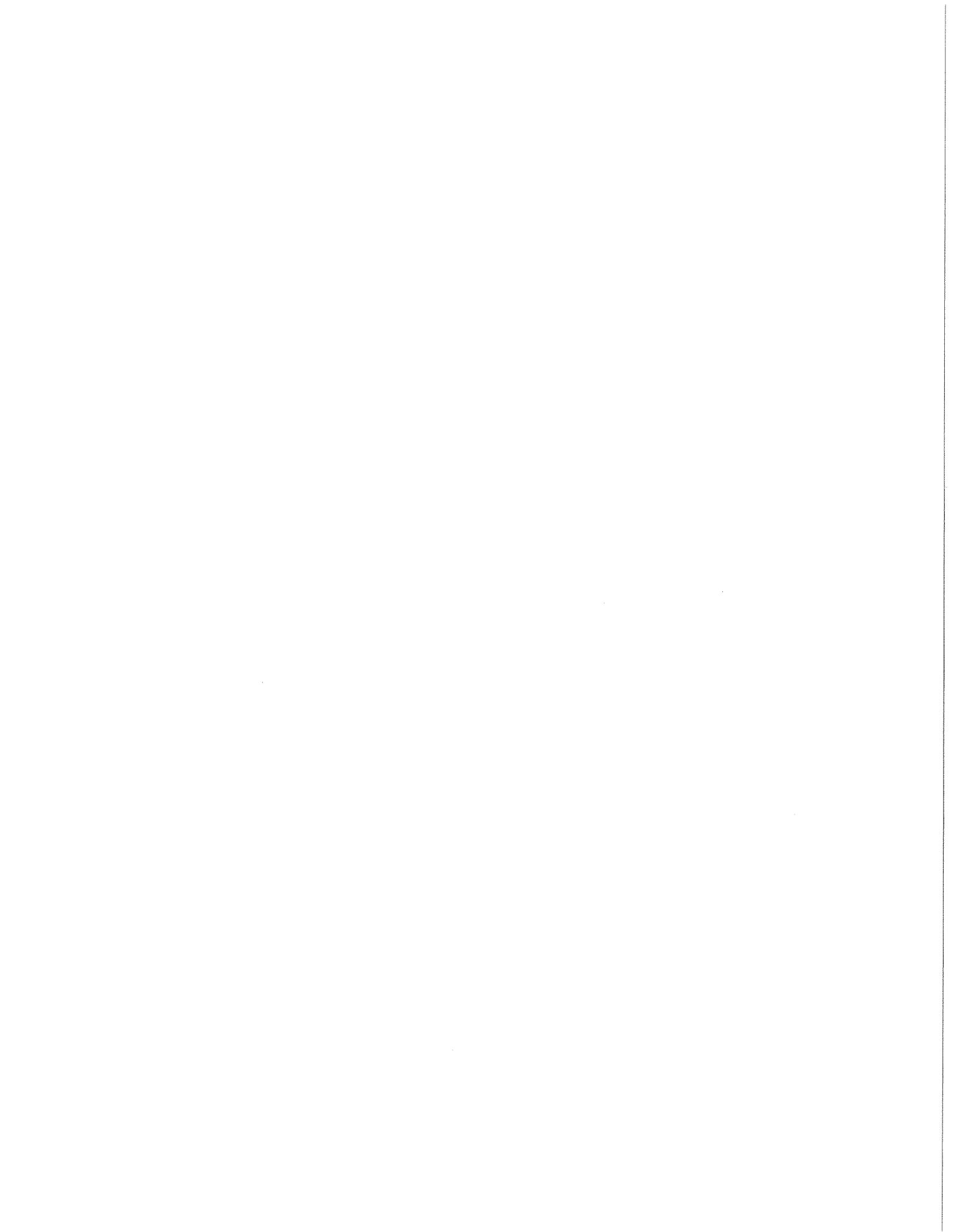
SUBJECT: Repeal Resolution No. 898

SYNOPSIS: This is an old resolution that is no longer valid.

CITY COUNCIL OPTIONS:

1. Repeal Resolution No. 898.

RECOMMENDATION: "I move to repeal Resolution No. 898."



RESOLUTION NO. 898

revised 11/27/00

A RESOLUTION REVISING THE DRUG TESTING POLICY FOR GENERAL EMPLOYEES OF THE CITY OF CASCADE LOCKS, EXCLUDING CDL EMPLOYEES, AND INCLUDING VOLUNTEER MEMBERS OF THE CITY'S FIRE AND AMBULANCE DEPARTMENTS; AND REPEALING RESOLUTION NO. 869.

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

CITY OF CASCADE LOCKS DRUG FREE WORKPLACE POLICY

SECTION 1. POLICY STATEMENT

Employee health and safety are of paramount concern to the City of Cascade Locks. It is the responsibility of the City of Cascade Locks, for mutual benefit of the employees and the public, to provide a work environment which is free from the use, abuse, sale, possession or distribution of illegal drugs or the improper or abusive use of prescription drugs or alcohol.

In addition, all grantees from any federal agency must provide a drug free workplace as a precondition of receiving grant funds as required in the federal Drugfree Workplace Act of 1988.

To satisfy these responsibilities, the City of Cascade Locks must establish a work environment where its employees are free from the effects of drugs, alcohol, or other performance-impairing substances.

The Council is also concerned about the health and well being of the people who volunteer in the fire and ambulance departments and the members of the public for whom fire and ambulance services are provided. The Council believes that the fire and ambulance volunteer should be subject to the same rules as employees with regard to the City's drug testing policy. Employees and volunteers are therefore collectively referred to "Employees" in this policy for brevity and convenience, but should not be deemed to be "employees" for all other purposes.

For purposes of this policy, "employee" does not refer to employees required to hold a CDL who are subject to the requirements of Resolution No. 868.

Accordingly:

Reporting for work or working under the influence of alcohol or illegal drugs or the manufacture, use, buying, selling, transporting, or possession by an employee on City of Cascade Locks premises, property, or in a City vehicle or during any hours of work time, of a controlled or illegal substance, a drug not medically authorized or any substances which could impair job performance or pose a hazard to the safety and welfare of the employee, the public, another employee, or City property is strictly prohibited and will result in immediate disciplinary action, which could include discharge.

In the event that any portion or portions of this policy and program shall be deemed to be in conflict with any federal or state law or regulation, such portion or portions shall be severable and void but such legislation shall not invalidate the entire policy and program and all other portions not in conflict with the legislation shall remain in full force and effect.

The City of Cascade Locks retains the sole and exclusive right to change, modify, add to, delete and administer this policy. This policy was first adopted by Resolution No. 869, however, portions of that Resolution need to be amended so the amended policy is contained in this new Resolution which replaces and repeals Resolution No. 869.

SECTION 2. DEFINITIONS

Accident is defined as any physical injury or property damage, caused to the City of Cascade Locks owned or leased vehicle or personal vehicle or to another party's vehicle while on City business. Also include any acts of "horseplay" or fighting while on City time.

Controlled substances or drugs are defined as all forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, whose sale, purchase, transfer, use or possession is prohibited or restricted by law. Also includes any prescription or "over the counter" drug taken in excess of the quantity prescribed or indicated on the product label.

Over the counter drugs are those which are generally available without a prescription from a medical doctor and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform his or her duties.

Prescription drugs are those drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician, or dentist.

Reasonable grounds for suspicion is defined as an observation or observations of an employee's condition or performance that may be an indication of drug or alcohol use. Examples include deteriorating work performance, poor attendance, excessive tardiness, appearance (noticeable odor of alcohol, sudden clumsiness, uncontrollable laughter, etc.) abnormal behavior, or slurred speech of an employee.

Screening is the testing of body fluids, normally, but not limited to urine, in order to determine the presence (or absence) of controlled substance or alcohol.

Under the influence is defined as: Alcohol; an employee who imbibes alcohol and whose performance level is determined by a supervisor to be impaired, will be deemed to be under the influence of alcohol. Drugs; an employee who tests positive for a controlled substance as defined by the United States Department of Health and Human Services, National Institute on Drug Abuse, or an employee who tests for a prescription drug taken in excess of the quantity prescribed or an "over the counter" drug taken in excess of the dosage indicated on the product label.

Work environment is defined as waiting to begin work while on City property, during the work shift, any meals or rest periods, and after completion of the work shift while on City property.

SECTION 3. POLICY PROVISIONS

- A. At the time of the first occurrence, a blood, breath or urine test may be required in the event of a vehicular incident, moving violation, errors or accident to determine whether or not the employee was under the influence of any drug or alcohol.
- B. A referral to a state certified alcohol and drug evaluator will be made. The evaluation shall be disclosed to the employer. Recommended treatment or program requirements may be a condition of further employment.
- C. The employer will monitor the performance of the employee in response to program requirements. Disciplinary action, up to and including discharge, may occur if the employee fails to accept or comply with the program or tests positive on any future random or for-cause drug and alcohol testing required by the City.
- D. If an employee voluntarily requests assistance with a substance abuse problem, The City of Cascade Locks wants to help that employee where possible. (see Section 6 of this policy).

- E. If an employee is discovered to be in violation of this policy, at the City of Cascade Locks discretion, that employee may be given the opportunity for rehabilitation. If approved for rehabilitation, the employee will be required to sign a "last chance" agreement (see Appendix "B"), fulfill the terms of that agreement, and abide by the terms of this policy for the balance of their employment with the City of Cascade Locks.
- F. Any alleged illegal activity may be referred to the appropriate authority at any time; it is not the intent of City management to interfere, avoid or protect an employee from standard application of local, state or federal law violations. Damages caused by the employee as a result of, or related to, the use of prohibited substances shall be the responsibility of the employee.
- G. All employees of the City of Cascade Locks will be required to read this entire policy, complete and sign Appendix C and return that page to the City of Cascade Locks City Administrator, for inclusion in that employee's personnel file.
- H. Potential candidates selected for employment must undergo a pre-employment substance screening procedure set out in Section 4 of this policy. All employees must participate and cooperate in the random testing and reasonable cause substance testing programs set out in Sections 8 and 9 of this policy.
- I. Periodically, the City of Cascade Locks will provide each employee with educational materials concerning substance abuse. These materials will be in the form of written brochures and videotapes, etc. Every employee will be required to view the videotapes. Written materials will be distributed with each employee's payroll check.
- J. The City of Cascade Locks reserves the right to make the determination on what facility will be used for any and all substance screening and what facility or rehabilitation program will be utilized for its employees.

SECTION 4. PRE-EMPLOYMENT SCREENING

- A. Any potential candidate for employment with the City of Cascade Locks, in any of its offices, departments or divisions, will be subject to substance screening, by urinalysis, prior to the beginning of employment.
- B. Screening will be accomplished at a facility of the City of Cascade Locks' choice, and will be paid for by the City of Cascade Locks, provided, however, each employee shall be responsible for the cost of any re-testing made necessary by the employee's failure or refusal to provide a fresh, undiluted, and unadulterated test sample as required by the testing lab.
- C. All results of the substance screen will be held confidential by the City of Cascade Locks City Administrator and the candidate. The appointing authority, if other than the City Administrator, will only be given a pass/fail indication of the candidate's test results
- D. A potential candidate who has failed a pre-employment screening test, may only be re-certified as a candidate for a position with the City of Cascade Locks after completion, at their own cost, of an acceptable substance rehabilitation program. The City of Cascade Locks reserves the right to make the determination whether a rehabilitation program is acceptable.
- E. If a candidate completes an acceptable rehabilitation program and is approved for employment with the City of Cascade Locks, the candidate's status after employment will be considered to the same as any other rehabilitated employee and will be subject to the same obligations required by this policy.

- F. Any potential candidate for employment with the City of Cascade Locks must complete a Pre-Employment Consent Form. (See Appendix A)
- G. Refusal by a potential candidate for employment with the City of Cascade Locks to agree to or cooperate in a pre-employment substance screen, will result in that candidate's elimination from consideration for any and all positions of employment with the City of Cascade Locks.

SECTION 5. EMPLOYEE RESPONSIBILITIES

- A. Any employee who is convicted under any criminal drug statute must report the conviction to his or her supervisor within five (5) calendar days of the event. An employee who is convicted of illegal substance activity on the job shall be considered to be in violation of this policy and subject to discipline under the program.
- B. The City of Cascade Locks reserves the right to inspect and/or search all City property for alcohol, controlled or illegal substances or any other substances which impair job performance. The City of Cascade Locks also reserves the right to inspect and/or search, for cause, any employee's personal property while it is on City property. Refusal to submit to any such inspection or refusal to cooperate in any investigation will subject the employee to disciplinary action, including immediate suspension or termination.
- C. Where employee behavior, errors or other indicators suggests substance or alcohol abuse, where an employee is involved in accident, errors, or other situation where reasonable safety precautions appear to have been ignored, the employee may be required to consent to testing for drugs or alcohol. Employee testing will be paid for by the employer.
- D. Any employee involved in a personal injury or property damage accident exceeding \$400.00 in damages or has two lesser valued accidents in a six month period with City-owned vehicles or equipment or with their own personal vehicle or damages another disinterested party's vehicle while on City business, must report the accident(s) to their immediate supervisor, as soon as physically possible. If the supervisor has reasonable cause to believe that the employee, at the time of the accident(s), may have been under the influence of illegal substances, they may require the employee to undergo screening. Failure to report an accident may result in disciplinary action up to and including termination.
- E. Any incident of "horseplay" or fighting that results in physical injury to one, both or all of the participants must be reported to the immediate supervisor. If the supervisor has reasonable cause to believe one, both or all of the participants may be under the influence of illegal substances, he/she may require the participants to undergo screening. Failure to report a physical injury may result in disciplinary action up to and including termination.

SECTION 6. EMPLOYEE ASSISTANCE PROGRAM

- A. The City of Cascade Locks recognizes alcoholism and drug addiction as illnesses or "disorders" and accepts the responsibility for providing channels of help, but it is the employee's responsibility to seek that help.
- B. If the employee seeks help prior to discovery, then confidentiality, job security and promotional opportunities will be protected. However, if the employee does not seek help and the problem in some way comes to the attention of management, then disciplinary action may result.
- C. If an employee desires assistance with a substance abuse problem, they should contact the City of Cascade Locks City Administrator and set up a confidential appointment. Appointments will be

arranged at the employee's convenience. Strict confidence will be maintained. The employee's case file will be coded and will not become part of the employee's personnel file.

- D. An employee who voluntarily requests assistance, will receive those protections inherent under the handicap provision of State and Federal laws.
- E. The City of Cascade Locks will attempt to assist a requesting employee by providing the opportunity for the employee to utilize accrued leave in cases where the employee is scheduled for inpatient care in an authorized treatment provider's facility.
- F. In the event the employee has no accrued leave, the City of Cascade Locks will attempt to grant an unpaid leave of absence in order to protect the employee's position with the City. The City of Cascade Locks will also assist the employee with the preparation of hospitalization insurance forms.
- G. Voluntary requests for assistance shall not count against an employee for the purpose of job security or promotional opportunity.
- H. The City of Cascade Locks retains the sole and exclusive right to approve the employee for participation in this program.

SECTION 7. COMPLIANCE

- A. All employees will comply with the testing requirements of this program. Failure to cooperate with any aspect of the program, including but not limited to falsifying or attempting to falsify test results or samples, refusing to cooperate in testing or searches, or impeding drug investigations in any way, will subject the employee to disciplinary action up to and including termination.

SECTION 8. RANDOM TESTING

- A. All City of Cascade Locks employees, as that term is used in this Resolution, will be subject, on a random basis, to a bi-monthly drug and alcohol-screening program. All employees will be placed into a testing pool from which two drug tests will be conducted every 2 months. Those tested will be required to provide the testing lab with a urinalysis sample at the same time. All employees, including full-time, part-time, seasonal and temporary employees, will be placed in a common pool. Employees will be selected by an anonymous, objective selection criteria by using identification numbers only. Chance of selection will be the same for all employees and the process will be non-discriminatory. Because selection is always made from a common pool, it is possible for the same employee to be chosen for testing more than once a year. Seasonal part-time employees are subject to testing only when working. All employees will be screened at the beginning of the program to establish baseline data.
- B. Random testing will be performed without advance notice.
- C. Random selection will be facilitated by computer generated random number selection. Each employee will have an equal chance of being selected, and will remain in the pool, even after the employee has been tested. These selections will be performed every 2 months, but may not be during the same time each month to assure unpredictability.
- D. After all employees receive identification numbers for random screening, employees will be notified that they have been selected for and must report to the collection site immediately for specimen collection.
- E. Random testing will be accomplished at a facility of the City of Cascade Locks' choice, and will be paid for by the City of Cascade Locks, provided, however, each employee shall be responsible for the cost of any re-testing made necessary by the employee's failure or refusal to provide a fresh, undiluted, and unadulterated test sample as required by the testing lab.

F. Refusal by an employee to agree to or cooperate in a random drug test will result in the immediate termination of that employee.

SECTION 9. REASONABLE CAUSE TESTING

- A. An employee who is reasonably suspected of being under the influence of a prohibited substance will be administered a breath alcohol test and/or a urine drug test as the employer deems necessary or appropriate. An employee is “reasonably suspected” of being under the influence of a prohibited substance when a supervisor/superintendent or the city administrator can substantiate and articulate that specific behavioral, performance or contemporaneous physical indicators concerning the appearance, behavior, speech, or body odors of the employee should result in a decision to test the employee. Supervisors making these determinations must have received at least one hour of training on alcohol misuse and one hour of training on controlled substance abuse.
- B. An employee reasonably suspected of being under the influence of a prohibited substance will be notified that he/she will be required to submit to a reasonable cause test, and will then be escorted to the testing site.
- C. Reasonable cause testing will be accomplished at a facility of the City of Cascade Locks’ choice, and will be paid for by the City of Cascade Locks, provided, however, each employee shall be responsible for the cost of any re-testing made necessary by the employee’s failure or refusal to provide a fresh, undiluted, and unadulterated test sample as required by the testing lab.
- D. Refusal by an employee to agree to or cooperate in a reasonable cause drug test will result in the immediate termination of that employee.

G. PRE-EMPLOYMENT CONSENT FORM - APPENDIX "A"

Part of the hiring process for employment with the City of Cascade Locks includes testing for controlled substances. If you wish to complete the application process, you must participate in such testing and consent to that testing by signing this form.

Do you consent to urinalysis testing on a specimen provided by you, in order to determine the presence of alcohol, controlled substances, and other substances that might adversely affect job performance?

YES _____ NO _____

Do you understand that the results of such an analysis will be used to determine suitability for employment?

YES _____ NO _____

The testing may detect the presence of controlled substances, which you are properly taking pursuant to a doctor's prescription. Therefore, it is important for us to know whether you are currently under such medication that may affect your job performance and the nature of the medication.

Are you under current medication? YES _____ NO _____

If so, please list the name(s) of the medication(s):

By my signature below I hereby agree and consent to provide a urine sample at a facility designated by the City of Cascade Locks. I agree and consent to have such sample tested for the presence of legal and illegal drugs. I authorize the release of the test results to the City of Cascade Locks for its use in evaluating me for employment, and I release the City of Cascade Locks from any and all liability and claims incident to such sample taking, testing and the use of test results. I also certify and affirm that the answers I have given to the above questions are truthful.

Name

Signature

Address

Date

CONDITIONS OF CONTINUED EMPLOYMENT - APPENDIX "B"

The City of Cascade Locks has agreed, in lieu of discharge, to grant _____ an opportunity to engage in treatment for his/her illness, and, if successful, to retain his/her employment position, under the following terms and conditions:

1. _____ will immediately make arrangements for an appointment with a counselor at _____, and will cooperate and follow through to completion with whatever treatment program is recommended. _____ will arrange for his/her treatment counselor to give the City of Cascade Locks progress reports at least monthly, and to notify the City of Cascade Locks immediately if they fail to meet the full terms of the treatment program. If they fail to successfully complete any part of the program, it will be cause for immediate termination.
2. _____ will be on a special status for the duration of their treatment program. During that time, he/she shall be required to submit to urinalysis substance tests at the request of their counselor. If any of these tests reveal that this employee has used any substance contrary to their treatment plan, it will be cause for immediate termination.
3. _____ understands that upon returning to work, he/she must meet all established standards of conduct and job performance and that he/she will be subject to disciplinary action for any failure to meet those standards.
4. _____ understands he/she will be subject to the terms of these conditions of employment until he/she has completed at least twelve (12) months of work. Upon completion of twelve (12) months of work, the appropriate parties will review his/her job performance and recovery progress and will determine if the terms of these conditions of employment will be removed, modified, or continued.

The City of Cascade Locks fully supports _____ in his/her determination to seek and complete treatment and it is both the hope and expectation that this employee shall successfully continue in our employ. It is understood, however, that failure to satisfy any or all conditions specified above, will be cause for immediate termination.

Employee Signature and Date

City of Cascade Locks Representative and Date

SECTION 10. Repealing Resolution No. 869. Resolution No. 869 is hereby repealed.

SECTION 11. Effective Date. This resolution shall become effective upon adoption by the City Council and approval by the Mayor.

SECTION 12. Expiration. This resolution shall remain in effect until repealed by the City Council.

ADOPTED by the City Council this 27th day of November, 2000.

APPROVED by the Mayor this 27th day of November, 2000.

Mayor

ATTEST:

City Recorder

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AGENDA ITEM NO: 3d

CASCADE LOCKS STAFF REPORT

Date Prepared: April 15, 2016

For City Council Meeting on: April 25, 2016

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approve Copier Purchase Agreement - Again

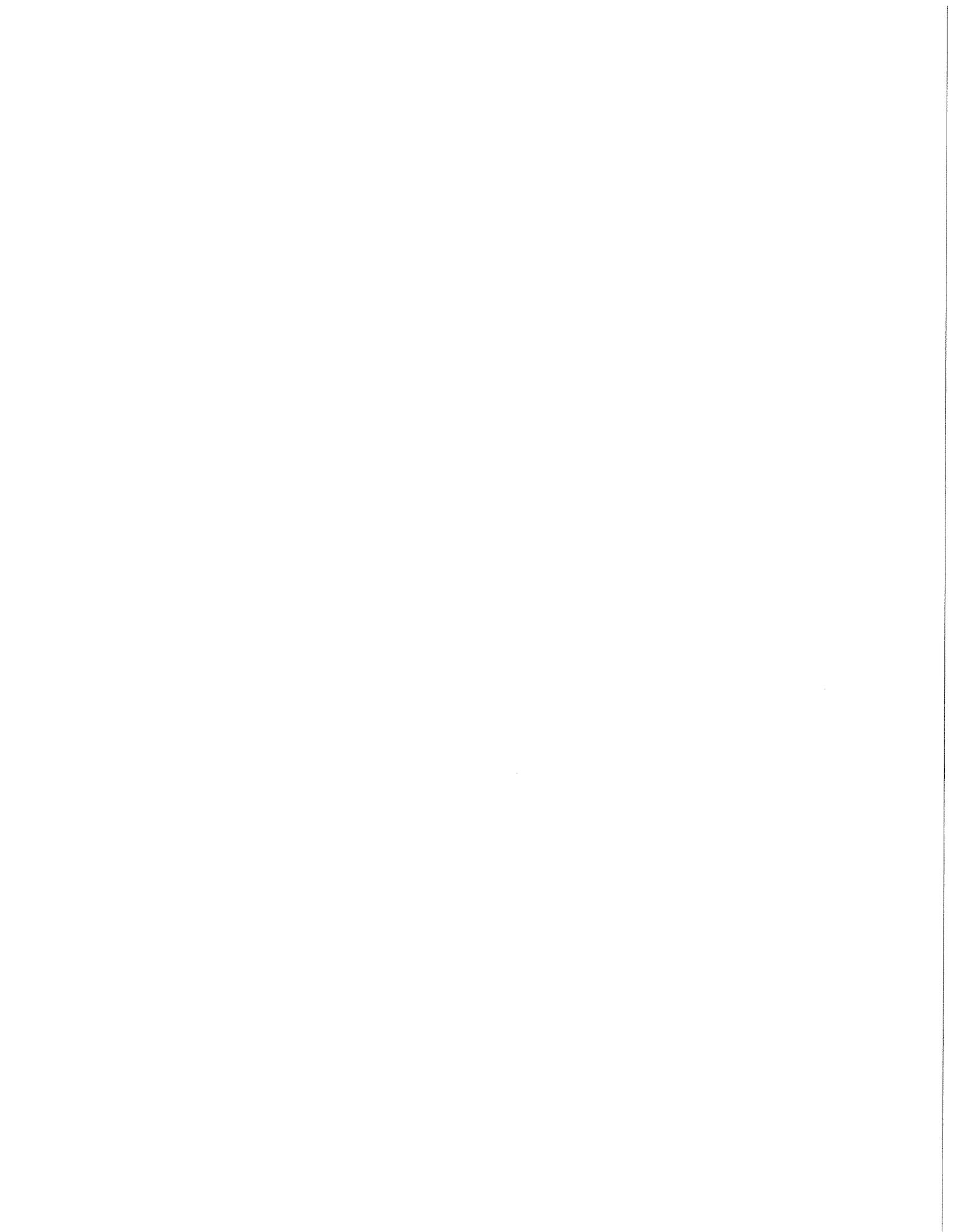
SYNOPSIS: At our last Council meeting, the Council approved the purchase of a Konica copier for \$179 per month, plus supplies. As we worked with the supplier to implement this agreement, we found some disturbing language in the contract that was not noticed previously by staff or attorney. The contract allows for Pacific Office Automation, the supplier of the copier, to increase the amount of the contract each year for up to 10% without consulting the user.

In discussion with our current Ricoh copier supplier, they indicated they would honor the \$179 price throughout the term of the contract without increases. There were several other minor points in the contract that disturbed us, so with this staff report we are asking to reverse the decision to order the Konica copier and approve the contract with our current supplier Ricoh.

CITY COUNCIL OPTIONS: Approve or reject the Ricoh contract.

RECOMMENDED MOTION: "I move to approve the copier contract with Ricoh at \$179.02 per month for 48 months."

FINANCIAL REVIEW: The Ricoh contract lowers the potential cost through the length of the contract by \$1376.88.





Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

U.S. Communities Product Schedule

Product Schedule Number: _____

Master Lease Agreement Number: _____

This U.S. Communities Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and CITY OF CASCADE LOCKS, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

CITY OF CASCADE LOCKS				Marianne Bump			
Customer (Bill To)				Billing Contact Name			
140 SW WANAPA				PO BOX 308			
Product Location Address				Billing Address (if different from location address)			
CASCADE LOCKS		OR	97014	CASCADE LOCKS		OR	97014-0308
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number			Billing Contact Facsimile Number		Billing Contact E-Mail Address		
(541) 374-8484					mbump@cascade-locks.or.us		

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	RICOH MPC6003

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months) 48	Minimum Payment (Without Tax) \$ 179.02	Minimum Payment Billing Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	Advance Payment <input type="checkbox"/> 1 st Payment : <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____
---	--	--	--

Sales Tax Exempt: YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____
 Addendum(s) attached: YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By: X _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____	Accepted by: RICOH USA, INC. By: _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____
--	---

U.S. Communities Master Lease Agreement

Number: _____

CUSTOMER INFORMATION

Full Legal Name CITY OF CASCADE LOCKS				
Address PO BOX 308				
City CASCADE LOCKS	State OR	Zip 97014-0308	Contact MARIANNE BUMP	Telephone Number (541) 374-8484
Federal Tax ID Number <i>(Do Not Insert Social Security Number)</i>	Facsimile Number		E-mail Address MBUMP@CASCADE-LOCKS.OR.US	

This U.S. Communities Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 70 Valley Stream Parkway, Malvern, Pennsylvania 19355.

1. **Agreement.** This Lease Agreement is executed pursuant to the contract by and between Ricoh Americas Corporation and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2016, with the option to renew for no more than six (6) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any Schedule entered into during the Contract Period shall continue in full force and effect for the entire lease term set forth in the Schedule. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
2. **Schedules; Delivery and Acceptance.** This Lease Agreement shall consist of the terms and conditions of the Contract and this Lease Agreement and any Schedule issued pursuant thereto. As it pertains to this Lease Agreement, the order of precedence of the component parts of the Lease Agreement shall be as follows: (a) the terms and conditions of this Lease Agreement and Schedule issued pursuant thereto, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Lease Agreement in cases of conflict or inconsistency therein. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement and the Contract, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product and it is installed, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on or after the Product acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which may be done electronically) within five (5) business days after any Product is installed confirming that the Product has been delivered, installed, and is in good condition and accepted for all purposes under the Lease Agreement.
3. **Term; Payments.**
 - (a) The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. To the extent not prohibited by applicable law, if any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). To the extent not prohibited by applicable law, you agree to pay \$25.00 for each check returned for insufficient funds or for any other reason.
 - (b) In the event that Customer terminates the Maintenance Agreement (as hereunder defined) between Customer and the Servicer relating to the Product provided hereunder due to a material breach by Servicer of its service obligations, including any Product service levels specified therein, which remained uncured for thirty (30) days following written notice of breach (in the manner expressly permitted by and in accordance with such Maintenance Agreement), Ricoh shall use reasonable efforts to assist Customer in selecting a replacement Servicer. This Section 3(b) shall not alter, restrict, diminish or waive the rights, remedies or benefits that Customer may have against Servicer under the Maintenance Agreement.
 - (c) A Schedule may be terminated in whole or in part by the Customer in accordance with this Section 3(c) whenever the Customer shall determine that such a termination is in the best interest of the Customer. Any such termination shall be effected by delivery to Ricoh, at least thirty (30) working days prior to the effective date of such termination date, of a notice of termination specifying the extent to which performance shall be terminated. In the event of such termination, Customer agrees to return the Product to us in the manner required under Section 14 of this Lease Agreement and to pay to us (as compensation for loss of our bargain and not as a penalty), with respect to such terminated Product, financed Software and any Software Licenses, an amount which shall be equal to the monthly Payment for such Product, financed Software and/or Software License, as applicable, times the number of months remaining in the term of such Schedule (or any renewal of such Schedule) and/or any financing agreement with respect to the financed Software and/or Software License, plus any other amounts then due and payable under this Lease Agreement, Schedule and/or financing agreement with respect to such Product, Software and/or Software License, including, but not limited to, any lease payments and maintenance payments. Ricoh shall supply the Customer with the actual number of Payments remaining and the total amount due, and the Customer shall be relieved of all unpaid amounts for anticipated profit on unperformed services under any Maintenance Agreement (including any amount included in the monthly Payment that is attributable to maintenance, supplies, or any other service cost).
 - (d) You also agree that, except (a) as set forth in Section 18 below entitled "State and Local Government Provisions" and (b) for the best interest of the Customer as set forth in Section 3(c), THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

4. **Product Location; Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You may make alterations, additions or replacements (collectively, "Additions") and add Software to the Product provided that such Additions and Software do not impair the value or originally intended function or purpose of the Product and is not subject to any lien or security interest in favor of any other party; provided, further, that you remove such Additions and Software at your own cost and expense at the expiration or termination of the applicable Schedule. All Additions and Software which are not removed at the expiration or termination of the applicable Schedule will become part of the Product and our property at no cost or expense to us. We may inspect the Product upon proper notice to the customer at any reasonable time during normal working hours.
5. **Taxes and Fees.** To the extent not prohibited by applicable law and unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to the payments under this Lease Agreement, you agree to pay all taxes (other than property taxes), assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year, to be included as part of the Payment. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.
6. **Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product acceptance by you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, you shall be responsible to either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity.
8. **Liability and Insurance.** You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance,

we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.

9. **Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date; provided, however, if you do not enter into the Software License, then we may choose not to lease such Software to you under this Lease Agreement.
11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) to the extent not prohibited by applicable law, we or our representative may peacefully repossess the Product without a court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and will endeavor to contact you telephonically to schedule a convenient time to recover the Product); (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. If we take possession of the Product (or any

Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, ten (10) days notice shall constitute reasonable notice. If applicable, you will remain responsible for any deficiency that is due after we have applied any such net proceeds. To the extent permitted by applicable law, in the event an action is brought to enforce or interpret this Lease Agreement, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred.

13. Ownership of Product; Assignment. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests, but not our obligations, in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In the event the remit to address for Payments is changed during the term of this Lease Agreement or any Schedule, then Ricoh or the Assignee will provide notice to you. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.
14. Renewal; Return of Product. UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE, AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT THE PRODUCT BE RETURNED TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you shall immediately make arrangements to have the Product subject to such expired Schedule picked up by us (or our designee), in as good condition as when you received it, except for ordinary wear and tear. Ricoh (or our designee) shall bear shipping charges. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until (i) you provide notice to us prior to the expiration of the minimum term or extension of any Schedule and (ii) the Product is picked up by us or our designees and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing contracted rates pursuant to your Maintenance Agreement or other agreement with Ricoh. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility
15. Miscellaneous. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES. TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU

AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THE CONTRACT, THIS LEASE AGREEMENT, AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. ANY CHANGE IN ANY OF THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT OR ANY SCHEDULE MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail, return receipt requested, or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date received. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. To the fullest extent permitted by applicable law, you authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product.

16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY SECTIONS 508-522 OF ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL

ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. **Counterparts; Facsimiles.** Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.

18. **State and Local Government Provisions.** If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:

(a) **Essentiality.** During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.

(b) **Non-Appropriation/Non-Substitution.** (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall make available to us (or our designee) all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up

through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

(c) **Funding Intent.** You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.

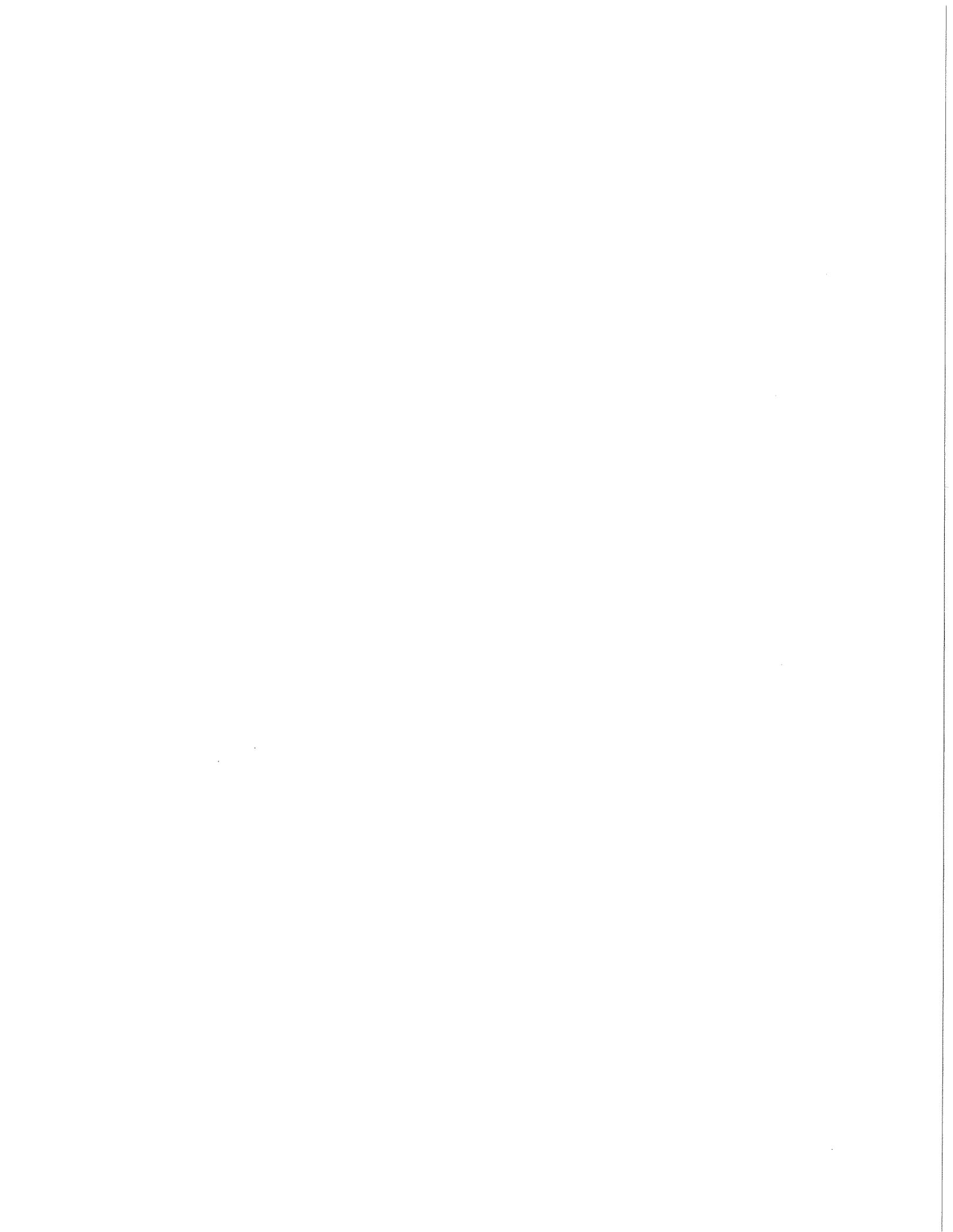
(d) **Authority and Authorization.** (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.

(e) **Assignment.** You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p>CUSTOMER</p> <p>By: <input checked="" type="checkbox"/> _____ <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>	<p>Accepted by: RICOH USA, INC.</p> <p>By: _____ <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>
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CASCADE LOCKS STAFF REPORT

Date Prepared: March 22, 2016 Revised: April 15, 2016

For City Council Meeting on: March 28, 2016 April 25, 2016

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approve New Electric Department Service Truck

SYNOPSIS: The Electric Department took the 2001 Dodge Ram Pickup 2500 Quad Cab into the shop for repairs. The repair estimate totaled \$14,094.81. After the truck is repaired, it would be valued at \$5,469 according to the Kelley Blue Book value estimates based on the condition of the truck. A copy of the inspection report is included with the material attached.

Keith Terry has done some research and found a new 2016 Dodge Ram 3500 4 wheel drive Crew Cab to be delivered to our shop for \$50,230. We would still need to add the tool box designed for our needs to the truck bed. Keith is asking for \$60,000 to complete the truck purchase. He has \$40,000 for a truck and \$10,000 for a trailer in the current Fiscal Year Budget in the Capital Reserve account.

We had also budgeted \$400,000 for the Pyramid Substation upgrade. That upgrade is substantially completed for \$290,000.

CITY COUNCIL OPTIONS:

1. Repair the current truck for \$14,094.81.
2. Purchase new truck for \$50,230 plus additional moneys to outfit the truck for our specific use.
3. Search for a cheaper or used truck to replace the current service truck for a specified dollar amount.

RECOMMENDED MOTION: "I move to authorize the Electric Department to purchase the 2016 Dodge Ram 3500 and outfit the truck with the total expenditures not to exceed \$60,000."

FINANCIAL REVIEW: The current budget has \$50,000 allocated for a truck and trailer purchase.

REVISION:

Both Mr. Terry and I have searched for used vehicles for comparison purposes. The ones available generally fall into high mileage or some distance away, meaning it would cost more to retrieve the vehicles.

Here is the information on used vehicles:

Model Year	Model	Mileage	Price	Location
2008	Laramie	70,161	\$ 40,995	Medford, OR
2011	Big Horn	57,111	\$ 38,992	Grandview, WA
2010	Laramie	59,226	\$ 45,995	Pasco, WA

These vehicles would still need to be modified for our specific purposes.

I also approached a dealership that has the State contract for supplying Dodge vehicles to local governments. His quotes follow:

2016	Laramie	new	\$ 47,990	FOB Cascade Locks
2016	Tradesman	new	\$ 42,897	FOB Cascade Locks

These are new vehicles. The difference between the two trucks is in the trim packages. The Laramie has leather seats, Bluetooth connections, and garage door connections, which we don't need. The Tradesman would allow us to purchase a new reliable truck built to our specifications under the budget allocated for a truck and trailer. We can forego the trailer purchase and use the trailers we have.

The truck will be delivered to Cascade Locks which is included in the price.

RECOMMENDED MOTION: "I move to authorize the Electric Department to purchase the 2016 Dodge Ram 3500 from Power Chrysler Jeep Dodge and outfit the truck with the total expenditures not to exceed \$50,000."

AGENDA ITEM NO: _____

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REVISION:

Both Mr. Terry and I have searched for used vehicles for comparison purposes. The ones available generally fall into high mileage or some distance away, meaning it would cost more to retrieve the vehicles.

Here is the information on used vehicles:

Model Year	Model	Mileage	Price	Location
2008	Laramie	70,161	\$ 40,995	Medford, OR
2011	Big Horn	57,111	\$ 38,992	Grandview, WA
2010	Laramie	59,226	\$ 45,995	Pasco, WA
2011		51,405	\$ 49,999	Puyallup, WA

These vehicles would still need to be modified for our specific purposes.

I also approached a dealership that has the State contract for supplying Dodge vehicles to local governments. His quotes follow:

2016	Laramie	new	\$ 47,990	FOB Cascade Locks
2016	Tradesman	new	\$ 42,897	FOB Cascade Locks

These are new vehicles. The difference between the two trucks is in the trim packages. The Laramie has leather seats, Bluetooth connections, and garage door connections, which we don't need. The Tradesman would allow us to purchase a new reliable truck built to our specifications under the budget allocated for a truck and trailer. We can forego the trailer purchase and use the trailers we have.

The truck will be delivered to Cascade Locks which is included in the price.

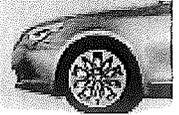
RECOMMENDED MOTION: "I move to authorize the Electric Department to purchase the 2016 Dodge Ram 3500 from Power Chrysler Jeep Dodge and outfit the truck with the total expenditures not to exceed \$50,000."



REVIEW YOUR CAR,
HELP OTHERS DECIDE.



Submit Your Review



[Back to Search Results](#)

Used 2008 Dodge Ram 3500 Laramie



\$40,995 70,161 mi.

Estimate Payments



3 of 25 [Video](#)

Lithia Chrysler Jeep Dodge RAM of Medford

[Check Availability](#)

(800) 414-1100

CHAT NOW

Vehicle Details

Mileage:	70,161	Fuel:	Diesel
Exterior Color:	Black	Engine:	6.7L I6 24V DDI OHV Turbo Diesel
Stock #:	229758DD	History:	 CARFAX Record Check
Transmission:	6-Speed Automatic	VIN:	3D7MX49A08G229758
Drivetype:	4WD		

Similar Cars at this Dealership

[View All](#)



New 2016 RAM 1500
Laramie
\$44,795
MSRP \$51,795



New 2016 RAM 1500
Laramie
\$44,795
MSRP \$51,795



New 2016 RAM 2500
Tradesman
\$44,750
MSRP \$44,750



Features

- 4-wheel ABS Brakes
- Anti-theft alarm system
- Audio controls on steering wheel
- Audio System Premium Brand Speakers: Infinity
- Center Console: Partial with storage
- Chrome grille
- Clock: In-radio display
- Coil front spring



REVIEW YOUR CAR,
HELP OTHERS DECIDE.

Submit Your Review



[Back to Search Results](#)

Used 2011 Dodge Ram 3500 Big Horn



\$38,992 57,111 mi.

Estimate Payments



1 of 1

Mid Valley Chrysler Jeep Dodge RAM

501 E Stover Rd, Grandview, WA

(888) 272-0835

[Check Availability](#)

Vehicle Details

Mileage:	57,111	Fuel:	Diesel
Exterior Color:	Midnight Blue Pearlcoat	Engine:	6.7L I6 24V DDI OHV Turbo Diesel
Stock #:	U529863A	History:	 View the Free AutoCheck Vehicle History Report
Transmission:	6-Speed Manual	VIN:	3D73Y3CL1BG529863
Drivetype:	4WD	Interior Color:	Dark Slate Gray / Russet

Similar Cars within 30 miles of this Dodge Ram 3500



Used 2014 RAM 1500
SLT
\$41,999 15,463 mi



Used 2013 Ford F150
Lariat
\$41,884 23,183 mi



Used 2013 RAM 1500
Laramie
\$41,811 16,458 mi



Features

- 1st and 2nd row curtain head airbags
- Automatic locking hubs
- Clock: In-radio display
- 4 Door
- Child safety locks
- Coil front spring
- 4-wheel ABS Brakes
- Chrome grille

[View More](#)



REVIEW YOUR CAR,
HELP OTHERS DECIDE.

Submit Your Review



[Back to Search Results](#)

Used 2010 Dodge Ram 3500 Laramie



\$44,995 59,226 mi.

Estimate Payments



1 of 1

West Coast Auto Dealers

3203 W Marie St, Pasco, WA

(888) 472-3516

[Check Availability](#)

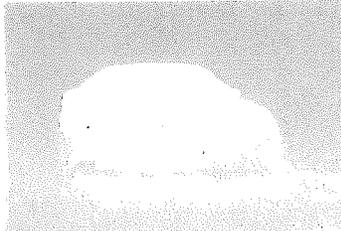
Vehicle Details

Mileage:	59,226	Fuel:	Diesel
Exterior Color:	Bright White	Engine:	6.7L I6 24V DDI OHV Turbo Diesel
Stock #:	145291	History:	 CARFAX Record Check
Transmission:	6-Speed	VIN:	3D73Y3HL2AG145291
Drivetype:	4WD		

Similar Cars within 30 miles of this Dodge Ram 3500



Used 2012 RAM 3500
Laramie Longhorn
\$48,995 71,637 mi



Used 2015 Ford F150
King Ranch
\$47,995 43,065 mi



Used 2012 RAM 3500
Laramie Longhorn
\$47,995 71,483 mi



Features

- 1st and 2nd row curtain head airbags
- 4-wheel ABS Brakes
- Anti-theft alarm system
- Audio controls on steering wheel
- Audio system memory card slot
- Automatic front air conditioning
- Clock: In-radio display
- Compass

[View More](#)



[Back to Search Results](#)

Used 2011 Dodge Ram 3500



\$49,999 51,405 mi.

Estimate Payments



1 of 23 [Video](#)

Northwest Motorsport

1502 River Road, Puyallup, WA

(866) 580-5844

Vehicle Details

View All Photos

Exterior Color:	White	Engine:	6.7L I6 24V DDI OHV Turbo Diesel
Stock #:	29293	History:	 View Free CARFAX Vehicle History Report
Transmission:		VIN:	3D73Y4CL1BG511482
Drivetype:	4WD	Interior Color:	Dark Slate Gray / Russet

Similar Cars at this Dealership

[View All](#)



Used 2014 Ford F350
Lariat Super Duty
\$54,999 48,862 mi



Used 2014 Ford F350
\$54,999 21,365 mi



Used 2014 Ford F350
Lariat Super Duty
\$54,999 21,444 mi



Features

- 1st and 2nd row curtain head airbags
- Automatic locking hubs
- Clock: In-radio display
- 4 Door
- Child safety locks
- Coil front spring
- 4-wheel ABS Brakes
- Chrome grille

[View More](#)

POWER CHRYSLER JEEP DODGE
1217 N COAST HWY
NEWPORT, OR 973652499

Gordon Zimmerman
Configuration Preview
Cascade Locks

Date Printed: 2016-04-15 1:30 AM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status:
FAN 1:
FAN 2:
Client Code:
Bid Number: TB6215
PO Number:

*This is what I would consider
as a work truck equipped to
handle the job with out the Gingerbread*

Sold to:
POWER CHRYSLER JEEP DODGE (68811)
1217 N COAST HWY
NEWPORT, OR 973652499

Ship to:
POWER CHRYSLER JEEP DODGE (68811)
1217 N COAST HWY
NEWPORT, OR 973652499

Vehicle:

2016 3500 CREW CAB CHASSIS 4x4 (172.4 in WB - CA of 60 in) (DD8L93)

	Sales Code	Description	MSRP(USD)
Model:	DD8L93	3500 CREW CAB CHASSIS 4x4 (172.4 in WB - CA of 60 in)	39,640
Package:	29A	Customer Preferred Package 29A <i>Tradesman pkg.</i>	0
	ETK	6.7L I6 Cummins Turbo Diesel Engine	7,300
	DF2	6-Spd Auto Aisin AS69RC HD Trans	1,500
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0
	-X8	Black/Diesel Gray	0
Options:	MAF	Fleet Purchase Incentive	0
	*LBN	Power Take Off Prep	295
	*XXS	Upfitter Electronic Module (VSIM)	195
	XHC	Trailer Brake Control	295
	TBB	Full Size Spare Tire	350
	MML	Body Color Fender Flares	100
	LM1	Daytime Running Headlamps Low Beam	50
	LNJ	Fog Lamps	140
	*GXJ	2 Extra Base Keys <i>cheapest way to get keys</i>	125
	GFD	Rear Sliding Window	140
	BAJ	220 Amp Alternator	0
	AMP	Chrome Appearance Group <i>Required</i>	595
	*ACL	DOT Certified Roadside Safety Kit	150
	*AHQ	Max Tow Package	395
	ADE	Cold Weather Group	125
	*XAG	ParkSense FT/RR Park Assist System	395
	*AHD	Heavy Duty Snow Plow Prep Group	200
	TV3	LT235/80R17E OWI On/Off Rd Tires	250
	*DK3	Elec Shift-On-The-Fly Transfer Case	245
	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	5N6	Easy Order	0
	4EM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	17Q	Zone 70-Phoenix Arizona	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB6215	Government Incentives	0
Destination Fees:			1,195

*you can deduct
any items you do
not feel need of*

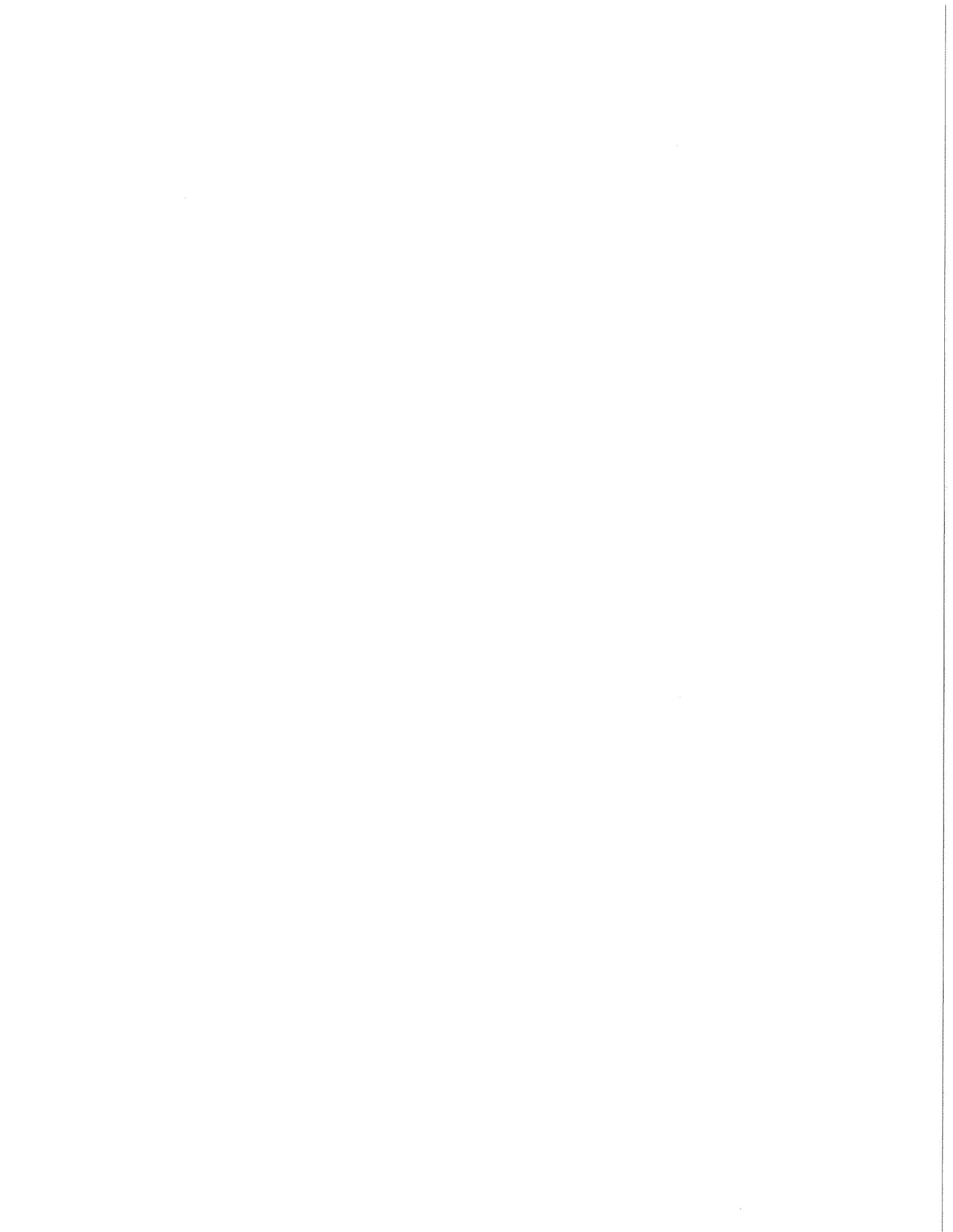
Am Kenef

*See Attached
Images*

Must order by 5/4/16
PRICE Cascade Locks
\$42,897.00

Total Price:

Retail
53,680



POWER CHRYSLER JEEP DODGE
1217 N COAST HWY
NEWPORT, OR 973652499

Gordon Zimmerman
Configuration Preview

Cascade Locks

Date Printed: 2016-04-15 1:04 AM
Estimated Ship Date: VIN:
VON:

Quantity: 1
Status:
FAN 1:
FAN 2:
Client Code:
Bid Number: TB6215
PO Number:

Sold to: POWER CHRYSLER JEEP DODGE (68811)
1217 N COAST HWY
NEWPORT, OR 973652499
Ship to: POWER CHRYSLER JEEP DODGE (68811)
1217 N COAST HWY
NEWPORT, OR 973652499

Vehicle: 2016 3500 CREW CAB CHASSIS 4x4 (172.4 in WB - CA of 60 in) (DD8L93)

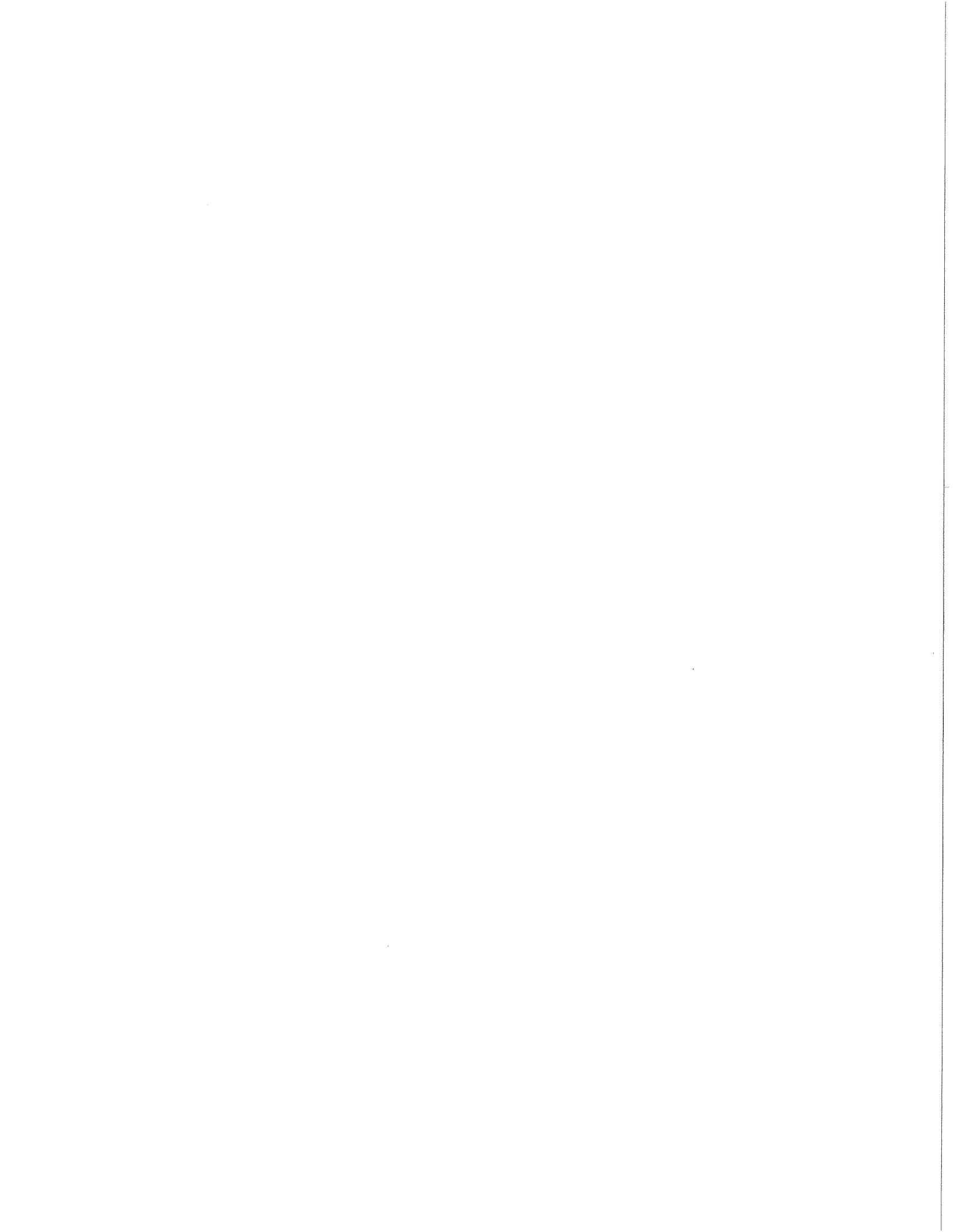
	Sales Code	Description	MSRP(USD)
Model:	DD8L93	3500 CREW CAB CHASSIS 4x4 (172.4 in WB - CA of 60 in)	39,640
Package:	29H	Customer Preferred Package 29H <i>Laramie pkg</i>	9,335
	ETK	6.7L I6 Cummins Turbo Diesel Engine	7,300
	DF2	6-Spd Auto Aisin AS69RC HD Trans	1,500
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*VL	Leather Trim 40/20/40 Bench Seat	0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	LM5 ✓	Daytime Running Headlamps Dedicated	50
	XHC ✓	Trailer Brake Control	295
	ADE ✓	Cold Weather Group	125
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	170	Zone 70-Phoenix Arizona	0
4EA	Sold Vehicle	0	
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB6215	Government Incentives	0
Discounts:	XBM	Remote Start System <i>Required</i>	200
Destination Fees:			1,195
Total Price:			<u>59,640</u>

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Customer Name: CITY OF CASCADE LOCKS
Customer Address: 25
CASCADE LOCKS RI 97338 USA
PSP Month/Week:
Build Priority: 99

Instructions:

*Cascade locks \$47,990⁰⁰
Power Chrysler Jeep Dodge
Don Kasung*

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



CASCADE LOCKS STAFF REPORT

Date Prepared: April 15, 2016

For City Council Meeting on: April 25, 2016

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

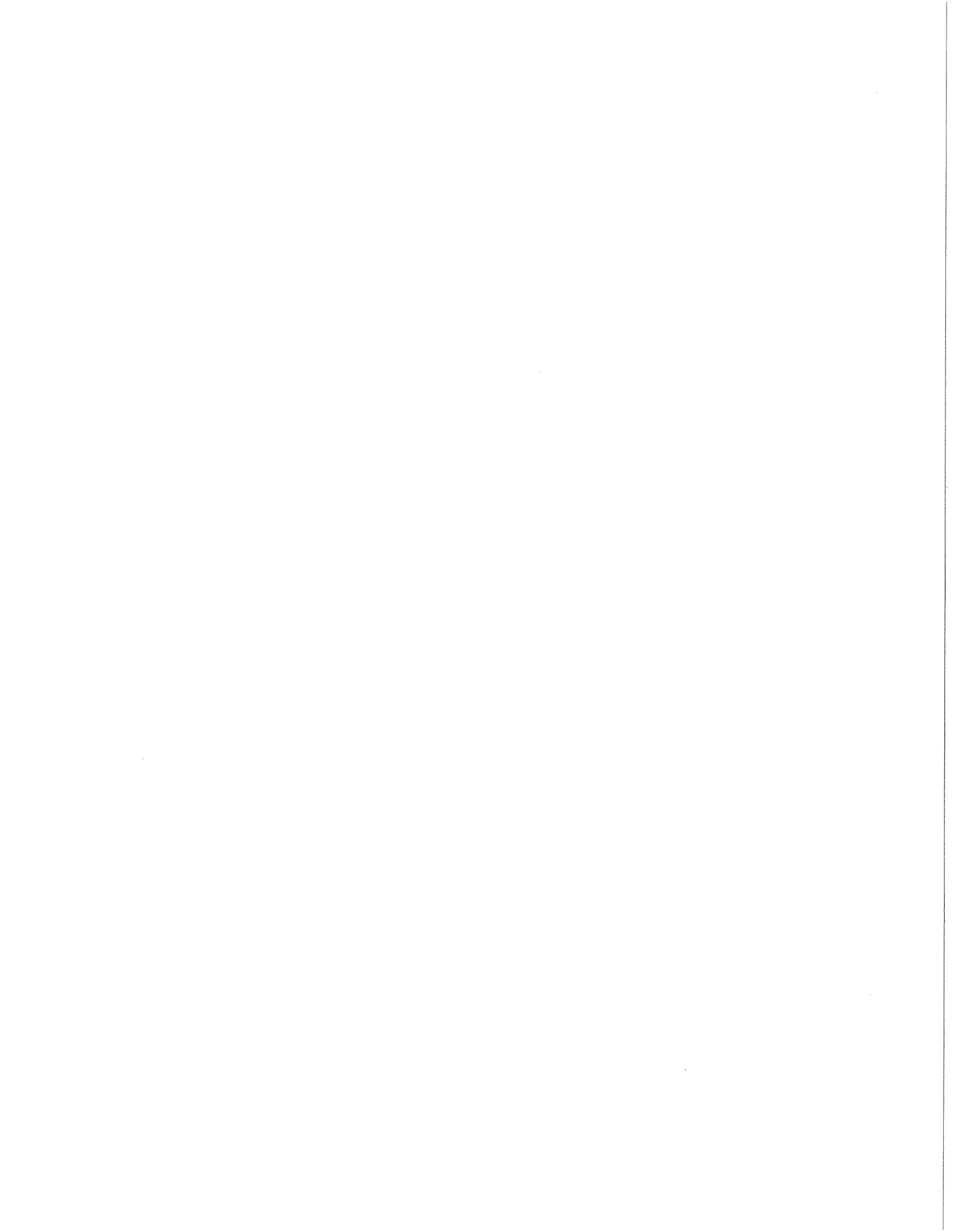
SUBJECT: Approve Water Quality Engineering Proposal

SYNOPSIS: Hood River County Health and the Oregon Department of Health are very concerned about the corrosive nature of our water. This stems from concerns about lead in Flint, Michigan, water and lead in areas of Portland's water system. At our last meeting the County was requiring us to select an engineering solution before we knew what the problem is. The County has backed off that somewhat and at the time of this writing, a meeting has been scheduled with the County and the State representatives. That meeting will be held on Monday, April 18. City representatives (David Griffin and Sheldon Price) will be there. We should have a report on the results of that meeting by the City Council meeting on Monday, April 25.

In the meantime, please review the email from Mr. Griffin and the proposal from Mr. John Grim for a Corrosion Control Study. While the price tag (\$25,510) is high, it is a not to exceed price. We will get the deliverables on the actual work performed and billed on an hourly basis. This proposal assumes the County and the State will give us adequate time to prepare the appropriate response to the tested corrosion results.

CITY COUNCIL OPTIONS: Approve the proposal.

RECOMMENDED MOTION: "I move to approve the proposal from Mr. John Grim for the Corrosion Control Treatment Study not to exceed \$25,510."



Gordon Zimmerman

From: Dave Griffin <rockranch.net@gmail.com>
Sent: Thursday, April 14, 2016 3:21 PM
To: Gordon Zimmerman; Sheldon Price
Subject: Fwd: Cascade Locks - Grim CCT Study Proposal
Attachments: CCT Study Proposal.pdf

Flag Status: Flagged

Gordon/Sheldon Attached is John Grim's Proposal for the Corrosion Control Study. Look through it and feel free to call me to discuss. John said don't let the bottom line scare you as I could be half that for cost. Basically its a not to exceed proposal which he will just bill hourly for work actually needed and completed. He also said it could change after Monday's meeting based outcome with Health Dept He also stated that in this scope the City meet's Health Requirements as based on Ian's letter.

We also discussed treatment options and Council desire to not add chemicals he said that all the systems would be adding its just that instead of dealing with corrosive additions limestone dissolves adding Calcium Carbonate. He is also concerned with the size and cost of system based on Darrin's proposed pump sizes and how much volume could be delivered at one time. He feels that in the large 2000 GPM quantities Limestone would be added every year and soda ash may not even be an option. The other consideration will be the size of the treatment building when completed as it could be a large number of tanks. (I'll send you a picture from my iPhone of the treatment tanks and control system in Dallesport that John designed as Limestone would be very similar)

Feel free to call
Dave

----- Forwarded message -----

From: **Dave Griffin** <dwdmanager@gmail.com>
Date: Thu, Apr 14, 2016 at 3:08 PM
Subject: Fwd: Cascade Locks - CCT Study Proposal
To: dave griffin <rockranch.net@gmail.com>

----- Forwarded message -----

From: **John Grim** <jgrim@johngrimassociates.com>
Date: Thu, Apr 14, 2016 at 11:36 AM
Subject: Cascade Locks - CCT Study Proposal
To: Dave Griffin <dwdmanager@gmail.com>

Hi Dave. Please review the attached proposal and let me know your thoughts. I tactically proposed a somewhat vague schedule which technically complies with the State's requirements but also gives us some wiggle room to prepare a comprehensive report in a reasonable timeframe.

Feel free to share with the City and Health.

John Grim P.E.

John Grim & Associates

PO Box 955 – 407 State St.

Lyle, WA 98635

(509) 365-5421

--

Dave Griffin

Manager DWD

Phone 541-980-6756

Email: dwdmanager@gmail.com

--

Dave Griffin

509-250-3946

rockranch.net@gmail.com



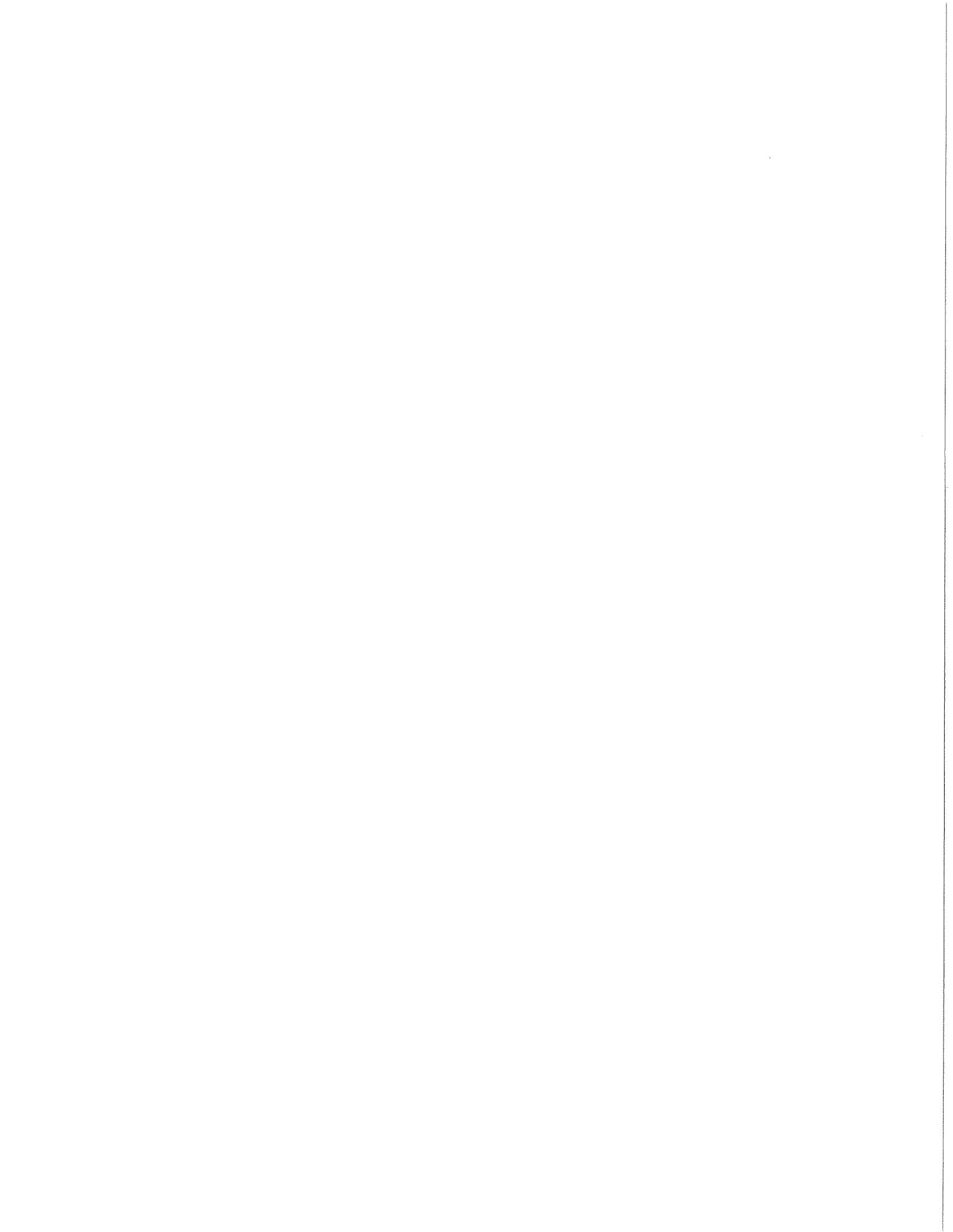


Exhibit A

City of Cascade Locks Corrosion Control Treatment Study

Engineering Scope of Work

BACKGROUND

The City of Cascade Locks Water System water supply is moderately corrosive causing slight exceedances of the copper action level. The State and County drinking water authorities have mandated that the water system install Corrosion Control Treatment (CCT) improvements to reduce the corrosivity of the water supply with the goal of eliminating copper corrosion problems. The State requires that any treatment system for public water supply be designed by a licensed engineer. A plan for optimized corrosion control treatment must in place by June 30th, 2016. An implementation schedule for the CCT improvements is specified below.

The City has been testing at the tap water quality for lead and copper for over 20 years with no previous exceedances of the copper action level. Testing completed in 2015 for copper levels at the tap slightly exceeded the copper action level. Prior to the 2015 at the tap testing, the City did not change its water supply, modify its treatment systems, or make significant changes to the distribution system. The fact that there is a long historical record of no copper violations coupled with the static nature of the water system configuration (with respect to corrosion parameters) indicates the current copper exceedance may be an anomaly.

The City recently completed a comprehensive water system plan in 2014. This project was not included in the plan because CCT was not required when the planning was done. For this reason the operational and financial impacts of this project have not been evaluated by the City. As a result the City does not have the ability to quickly plan, engineer and construct CCT improvements. Prior to receiving any public financing for CCT improvements the City must amend its water system plan to include this project; if it is deemed necessary.

APPROACH

This scope of work is phased as necessary to effectively and efficiently implement CCT improvements while ensuring the project is financially feasible. This project will be phased as follows:

- ❖ Phase 1 - CCT Study. Estimated completion date: October 1st, 2016.
- ❖ Phase 2 – CCT Funding. Estimated completion date (if necessary): April 1st, 2017.
- ❖ Phase 3 – CCT Design. Estimated completion date (if necessary): October 1st, 2017.
- ❖ Phase 4 – CCT Construction. Estimate completion date (if necessary): August 1st, 2018.

Phase 1 – CCT Study is comprised of all of the work necessary to evaluate CCT alternatives, size the CCT facilities and document the engineering analyses in report format. The Study will evaluate integration of the CCT improvements into the overall water system plan and water system infrastructure; including planned improvements. The Study will include an operations and maintenance analysis of the proposed CCT improvements. In addition the Study will provide an implementation plan for the recommended alternative including a project cost estimate. Finally the Study will document recommendations regarding financing of the proposed improvements.

As part of the Phase 1 Study, the City will identify and implement a corrective action plan to achieve optimal corrosion control prior to June 30th, 2016. The corrective action plan will be comprised of modifications to its supply system facilities as necessary to eliminate the entrainment of air into the water supply. This plan will be documented in report format and submitted to health authorities prior to May 30th, 2016. Upon approval by Health the City will immediately implement the action plan. If optimal corrosion control is not achieved after implementation of this action plan; the City will proceed with the remaining Phase 1 work. The determination of optimized corrosion control will be based on at-the-tap sampling completed prior to June 30, 2016.

Phases 2, 3, and 4 are not included in the Scope of Work. These phases of the project will be negotiated as additional work with the City if requested (and if necessary).

Phase 1 – CCT Study

Task 1. Project Management

- A. Attend meetings with drinking water authorities and the City to review regulatory requirements and corrosion related water quality documentation.
- B. Prepare a detailed scope of work, contractual agreement, fee estimate, and project proposal. Meet with owner and regulatory authorities to review proposal. Revise as necessary and finalize.
- C. Develop project schedule. Review, update, and report on project schedule and budget once a month.

Task 2. Information Collection

- A. Meet with water system staff on site to inspect existing facilities and determine necessary data collection. Obtain and review all relevant water quality data. Obtain and review all water usage and water supply capacity data from Tenneson Engineering. Obtain and review supply facility as-built data and planned supply system improvements.
- B. Work with drinking water program staff on regulatory requirements including submittal requirements and future water quality monitoring. Request and review State recommendation for CCT, if available.
- C. Review the 2014 Water System Plan.
- D. Identify additional necessary water quality parameter testing and coordinate sampling work.

Task 3. CCT Alternative Evaluation

- A. Demand Criteria: Identify the average day demand and peak day demand currently and at full development of the water system service area. These demand estimates will be the basis for sizing the treatment system.
- B. Evaluate and recommend treatment alternatives based on EPA guidance manual for selecting optimized corrosion control treatment and based on the operational and financial resources of the

water system. Compare with State recommendations, if available. Alternative CCT improvements to be evaluated are:

- i. Supply System Modifications.
- ii. Limestone Contactors.
- iii. Soda Ash Injection.
- iv. Caustic Soda Injection.

Note: The City will investigate modifications to its supply system first. It is possible there is a problem with the well pumps or piping resulting in air mixing with the water. Entrained air can lower the pH of the water supply increasing its corrosiveness. If this course of action proves conclusive; the other methods of corrosion control will not be evaluated and the CCT Study will be limited to implementation of this alternative.

C. Using the available treatment options evaluated in Task 3-B, identify a recommended treatment system based on: capital costs, operations and maintenance costs, system complexity, and system reliability. Size the system based on the demand analysis. Identify necessary facilities and equipment to install the treatment system, including buildings, chemical feed pumps, chemical storage, hoppers and mixing tanks, skid mounted limestone tank systems, and telemetry equipment.

D. Perform a very limited pilot test of the recommended treatment process. This work will be accomplished primarily by the operator with guidance from the consultant. The goal of the test will be to determine the effectiveness of pH adjustment. Evaluate and document results.

E. Develop recommendations for improvements to the wells and disinfection system for compatibility with the recommended treatment process.

F. Develop a cost estimate for engineering and construction of the preferred CCT alternative.

G. Develop an implementation plan for the recommended improvement which considers available funding, a construction schedule and startup and testing of the CCT system.

H. Identify and document future water quality monitoring requirements under the lead and copper rule. Prepare an ongoing operations and maintenance program for the treatment system.

Task 4. Report Preparation & Approval

A. Document the above tasks in report format. Prepare and submit a draft report to the owner for review and approval. Meet with the owner to review comments. Revise report accordingly.

B. Prepare and submit the final draft report to drinking water program staff. Revise the report based on comments and finalize. Produce 12 copies of the final report and create a PDF portfolio of the report.

Exhibit B
City of Cascade Locks
Corrosion Control Treatment Study - Phase I
Engineers Fee Estimate

PHASE I: PROJECT REPORT		PROJECT ENGINEER - HOURS	PROJECT DRAFTING - HOURS	TOTAL JGA LABOR COST	AUTOCAD PLOTS	PRINTING/COPYING	REPORT COPIES	TOTAL EXPENSE COST	TOTAL LABOR AND EXPENSE COST
Task 1 - Project Management - All phases									
A	Preliminary meetings with City and Health	8		\$1,160				\$0	\$1,160
B	Project proposal and owner meeting	6		\$870				\$0	\$870
C	Project status tracking	4		\$580				\$0	\$580
Task 2 - Information Collection - All phases									
A	On site inspection and data collection/review	8		\$1,160				\$0	\$1,160
B	DOH coordination	4		\$580				\$0	\$580
C	WSP review	4		\$580				\$0	\$580
D	Water quality testing coordination	4		\$580				\$0	\$580
Task 3 - CCT alternative evaluation									
A	Demand criteria	4		\$580				\$0	\$580
B	Alternative evaluation,	40		\$5,800				\$0	\$5,800
C	Pre-design CCT system	8	8	\$1,944	5			\$30	\$1,974
D	Assist with pilot testing	8		\$1,160				\$0	\$1,160
E	Well and disinfection system recommendations	8		\$1,160				\$0	\$1,160
F	Cost estimate	12		\$1,740				\$0	\$1,740
G	Implementation plan	4		\$580				\$0	\$580
H	O&M program	4		\$580				\$0	\$580
Task 4 - Report preparation and approval									
A	Develop report and obtain owner approval	30	4	\$4,742		100		\$10	\$4,752
B	Health review and revisions. Finalize report	8		\$1,160	24	100	12	\$514	\$1,674
Total Phase I		164	12	\$ 24,956	29	200	12	\$ 554	\$ 25,510

CITY of CASCADE LOCKS – Tourism Committee Meeting Agenda

TOURISM COMMITTEE MEETING, Monday, April 4, City Council Chambers

1. Call Meeting to Order & Roll Call. The meeting was called to order by Chairman Fine at 7:01 PM. Attending: TM Baseman, TM Park, TM Daniel, TM Troeger, TM Shelley. Also attending: Tourism Staff Support Sofia Urrutia-Lopez, Holly Howell from Port of Cascade Locks, Joanne Wittenberg, Anne Holmstrom and Marva Janik.
2. Amendments to the Agenda. TM Shelley requested to be added to the Agenda to discuss possible sponsorship for Pacific Crest Trail Bandanas.
3. Comments by the General Public.
4. Discussion/Declaration of Potential Conflicts of Interest. None.
5. Approval of Minutes Presented: Motion made by TM Park, second by TM Shelley to approve the minutes of March 7, 2016. Motion carried unanimously.
6. Approval of Financials. None.
7. Approval of Bills. None.

8. Staff Support Report – Sofia Urrutia-Lopez. Staff reported on several things including Ceramic Mug merchandise, Sail the Gorge ad and Joint Networking on April 20th. Staff said Ceramic Mugs are getting started and should be delivered within the next two weeks. Sail the Gorge magazine ad was completed and TM Troeger looked over the ad with Staff. Joint Networking Night will be coming up on April 20th, a great opportunity for networking. Staff said she will be asking for food donations, if possible, as well as another donations from businesses for raffle prizes.

9. Port Report – Holly Howell. Howell gave a brief update on activities that occurred in March. She indicated that it was a busy month with another busy month of activities coming up in April. She stated the Tourism Studio workshops are wrapping up on April 5th and 6th. She also said Spring Gardening Workshops are taking place in April on 10th and 24th.

10. Old Business
 - A. Quilt Block Brochures - Bids & Proof. The Committee looked over the Quilt Block Brochures put together by Staff. Wittenberg, Holmstrom and Janik commented on the work Staff has put forth for the Brochure. They enjoyed the photographs and overall style of the brochure. They presented Staff with a few final corrections. Staff presented bids for printing. TM Park motioned to print 7,500 brochures from Brown Printing not to exceed \$1,500 with shipping included, TM Troeger seconded. Motion carried unanimously.
 - B. Multnomah Falls Kiosk. Staff presented an updated Multnomah Falls Kiosk layout with the possibility of more advertisers on the Kiosk; 10 instead of 8. The Committee reached a consensus to use the same photo as the new brochure for 2 months (May and June). They will reconvene next month on what photo to use for June and July. TM Park suggested adding events to the kiosk so visitors at Multnomah Falls will know what is happening in Cascade Locks. TM Park also asked for Staff to reach out to Michael Peterson for a possible presentation on “best of” photos as well as video example.
 - C. Tourism Merchandise Update. Staff presented the Committee with updated pricing/options for stickers that will have the Tourism logo. TM Park made a motion for Staff to go forward with crack and peel, blue stickers with a white logo at 3.5” for 1,000 stickers not to exceed \$400.00 at Staff’s discretion, TM Daniel seconded. Motion carried unanimously. TM Shelley presented a bandana that represented Cascade Locks Pacific Crest Trail specifically. Shelley stated in the past the Tourism Committee has sponsored the bandana. He stated in 2015 he ordered 500-600 bandanas in which were all given away within a few weeks, he would like to order 1,000 for 2016. Shelley stated the sponsorship would not exceed \$500.00 however could be at a lower rate once more sponsors sign on. TM Base

man made a motion to sponsor the Pacific Crest Trail bandana not to exceed \$500.00, TM Park seconded. Motion carried unanimously. TM Shelley abstained.

- D. Facebook Ad Update. Staff presented stats for for the Tourism Committee's Facebook Ad. She stated there are 442 new likes with 11,099 page views, she also noted the engagement on photos and posts have gone up, as well. TM Troeger suggested renewing the ad with places in the East Coast included in the demographic. TM Troeger made a motion to renew the Facebook Ad for 28 days for \$140.00 to include East Coast demographic, TM Park seconded. Motion carried unanimously.
- E. Budget Update. Zimmerman stated the budget will be discussed within the next few weeks.
- F. Brochure Distribution - Shirley Carr. Zimmerman offered to negotiate Carr's contract for brochure distribution. TM Shelley made a motion for Zimmerman to negotiate Carr's contract not to exceed the amount of \$2,500.00, TM Park seconded. Motion carried unanimously.

11. New Business

12. Upcoming Events:

- A. Joint Chamber - Lorang Fine Art - April 20th at 5:30 PM
- B. Governor's Conference - Pendelton - April 24th-26th. Chairman Fine volunteered to take TM Shelley's place at the Governor's Conference.

13. Tourism Committee Member Reports

- A. Debbie Fine. None.
- B. Cindilee Baseman. None.
- C. Caroline Park. Park commented that this past weekend was great for business, there is a noticeable difference in people visiting Thunder Island Brewing.
- D. Harry Troeger. None.
- E. Joseph Shelley. None.
- F. Barbie Daniel. None.

14. Next Meeting Date & Time: May 2, 2016

- 15. Adjournment. Motion made by TM Baseman to adjourn the meeting, second by TM Park. Motion carried unanimously. Chairman Fine adjourned the meeting at 8:15 PM.

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.