

# CITY of CASCADE LOCKS

## *AGENDA*

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CITY COUNCIL MEETING  
Monday, April 28, 2025, 7:00 PM, CITY HALL

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1. **Call to Order/Pledge of Allegiance/Roll Call.**
2. **Additions or Amendments to the Agenda.** (The Mayor or Presiding Officer may add items to the agenda after it is printed and distributed only when required by business necessity and only after an explanation has been given. The addition of agenda items after the agenda has been printed is otherwise discouraged).
3. **Adoption of Consent Agenda.** (Consent Agenda may be approved in its entirety in a single motion. Items are routine. Any Councilor may make a motion to remove any item from the Consent Agenda for individual discussion.)
  - a. **Approval of Action Minutes of April 14, 2025, Council Meeting.**
  - b. **Ratification of the Bills in the Amount of \$ 80,642.58.**
  - c. **Approve OLCC application for Whiskey Flats Tavern.**
4. **Special Presentations.**
  - a. **FEMA Region 10 – Cascade Locks Flood Plain Update**
  - b. **Trilogy LLC – Water and Wastewater Rate Study Update**
5. **Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community.** (Comments on matters not on the agenda)
6. **Public Hearings.** None
7. **Action Items:**
  - a. **Approve Letters to Hood River County School District**
  - b. **Approve Ordinance 461 – ARU Electric Meter Requirement**
  - c. **Approve Letter of Support for Blue Mountain Networks**
  - d. **Approve Non-Residential Deposit Procedures**
8. **Reports and Presentations.**
  - a. **Committee Reports – None**
  - b. **Audit Update – CA Bennett**
  - c. **City Administrator Bennett Report**
9. **Mayor and City Council Comments.**
10. **Executive Session, If necessary.**
11. **Adjournment.**

Public access to the meeting is available via Zoom.

By smart device on zoom.us, meeting code [872 129 1324](https://zoom.us/j/8721291324), password is “citymeet”.

By phone dial 1-253-215-8782, meeting # is 872-129-1324, passcode is 17722174. Remember \*6 to mute/unmute your phone, \*9 to raise your hand if you have a question or comment.

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.

**Action Minutes  
City Council  
April 14, 2025**

1. **Call to Order/Pledge of Allegiance/Roll Call.** Mayor Wood called the meeting to order at 7:00 PM. Council Members Marianne Bump, Denise Emmerling-Baker, Pete Happy, Eric Keller, Tiffany Pruitt, Bernard Seeger, and Mayor Brenda Wood. Also present were City Administrator Jordon Bennett, City Recorder Kathy Woosley, Fire Chief John Logan, Charles young, Courtney Keilman, Tre Hendricks, Nan Noteboom, Julie Armstrong, Butch Miller and Pierre Robert.
2. **Additions or Amendments to the Agenda.**
3. **Adoption of Consent Agenda.**
  - a. **Approval of Action Minutes of March 24, 2025, Council Meeting.**
  - b. **Ratification of the Bills in the Amount of \$ 300,980.07.**

**Motion:** CM Pruitt moved, seconded by CM Emmerling-Baker, to approve the Consent Agenda. The motion passed with CM's Bump, Emmerling-Baker, Happy, Keller, Pruitt, Seeger, and Mayor Wood voting in favor.
4. **Special Presentations.**
  - a. **Tre Hendricks – McCord Creek Project Lobbyist Update**
5. **Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community.** None.
6. **Public Hearings.** None.
7. **Action Items:**
  - a. **Adopt Resolution No. 1518 – Cascade Locks Natural Hazard Mitigation Plan.**

**Motion:** CM Pruitt moved, seconded by CM Keller, to approve Resolution No. 1518. The motion passed with CM's Bump, Emmerling-Baker, Happy, Keller, Pruitt, Seeger, and Mayor Wood voting in favor.
  - b. **Adopt Ordinance No. 462 – Nuisances**

**Motion:** CM Denise Emmerling-Baker moved, seconded by CM Seeger, to adopt Ordinance No. 462. CA Bennett read the ordinance by title only. The motion passed unanimously by CM's Bump, Emmerling-Baker, Happy, Keller, Pruitt, Seeger, and Mayor Wood.
  - c. **Adopt Ordinance No. 464 – Outdoor Vendors**

**Motion:** CM Pruitt moved, seconded by CM Happy, to adopt Ordinance No. 464. CA Bennett read the Ordinance by title only. The motion passed with CM's Bump, Emmerling-Baker, Happy, Keller, Pruitt, Seeger, and Mayor Wood voting in favor.
  - d. **Adopt Resolution No. 1512 – Utility Deposits**

**Motion:** CM Emmerling-Baker moved, seconded by CM Keller to approve Resolution No. 1512. After discussion, CM Emmerling-Baker rescinded her motion. **Motion:** CM Happy moved, seconded by CM Keller, to approve Resolution No. 1512 with the removal of Letter of Guarantee as acceptable deposit. The motion passed with CM's Bump, Emmerling-Baker, Happy, Keller, Seeger, and Mayor Wood voting in favor. CM Pruitt opposed the motion. The Council wanted to have further discussion on the internal policy on collecting the deposits.
8. **Reports and Presentations.**
  - a. **Committee Reports – None**
  - b. **Audit Status Update**
  - c. **City Administrator Bennett Report**
9. **Mayor and City Council Comments.**

**Action Minutes  
City Council  
April 14, 2025**

- 10. Executive Session. ORS 192.660(2)(d) - Labor Negotiator Consultations. Motion:** CM Happy moved, seconded by CM Pruitt, to enter into Executive Session under ORS 192.660(2)(d) Labor Negotiations. The motion passed with CM's Bump, Emmerling-Baker, Happy, Keller, Pruitt, Seeger, and Mayor Wood voting in favor. Council entered into Executive Session at 8:49 PM after a short recess. CM's Bump, Emmerling-Baker, Happy, Keller, Pruitt, Seeger, and Mayor Wood were present. Also present were City Administrator Bennett, City Recorder Woosley, and Pierre Robert. No decisions were made in Executive Session.
- 11. Adjournment. Motion:** CM Pruitt moved, seconded by CM Keller, to adjourn. The motion passed with CM's Bump, Emmerling-Baker, Happy, Keller, Pruitt, Seeger, and Mayor Wood voting in favor. The meeting was adjourned at 9:52 PM.

Prepared by  
Kathy Woosley, City Recorder

APPROVED:

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Brenda Wood, Mayor

BLANKET VOUCHER APPROVAL

PAGE NO. 1

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DEPARTMENT: CITY OF CASCADE LOCKS  
COVER SHEET AND SUMMARY

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DATE:	4/28/2025	DESCRIPTION:	AMOUNT:	\$	80,642.58
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**Payroll**

- MASA\*
- AFLAC\*
- OR DOR Taxes
- PERS
- OSGP\*
- IRS
- Union Dues
- ASI Flex
- CIS

4/22/2025                      **AP**                      \$80,642.58

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\* Voluntary Employee Elections  
Party Fund\*

APPROVAL:

\_\_\_\_\_  
Mayor Brenda Wood

\_\_\_\_\_  
Council Member

Report Criteria:

Report type: GL detail  
Check number = 16217-16233

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount	Void/Manual
16217	04/25	04/22/2025	370	111879	Bio-Med Testing Service	NON DOT Itzel Gonzalez	0140162063	45.00	
Total 16217:								45.00	
16218	04/25	04/22/2025	452	BWOOD041	Brenda Wood	Gorge Transit Summit and parking	0140862020	35.20	
Total 16218:								35.20	
16219	04/25	04/22/2025	900	04222025PE	Cascade Locks, City of	replenish change bag, money used for e	0121115	125.00	
Total 16219:								125.00	
16220	04/25	04/22/2025	870	APRIL2025	CIS	APRIL 2025 INSURANCE	0121070	7,666.85	
16220	04/25	04/22/2025	870	APRIL2025	CIS	APRIL 2025 INSURANCE	0121075	166.70	
16220	04/25	04/22/2025	870	APRIL2025	CIS	APRIL 2025 INSURANCE	0321070	268.08	
16220	04/25	04/22/2025	870	APRIL2025	CIS	APRIL 2025 INSURANCE	0321075	1.68	
16220	04/25	04/22/2025	870	APRIL2025	CIS	APRIL 2025 INSURANCE	0521070	6,245.05	
16220	04/25	04/22/2025	870	APRIL2025	CIS	APRIL 2025 INSURANCE	0521075	114.02	
16220	04/25	04/22/2025	870	APRIL2025	CIS	APRIL 2025 INSURANCE	2121070	1,223.21	
16220	04/25	04/22/2025	870	APRIL2025	CIS	APRIL 2025 INSURANCE	2121075	7.60	
16220	04/25	04/22/2025	870	APRIL2025	CIS	APRIL 2025 INSURANCE	3121070	121.91	
16220	04/25	04/22/2025	870	APRIL2025	CIS	APRIL 2025 INSURANCE	3121075	.75	
16220	04/25	04/22/2025	870	APRIL2025	CIS	APRIL 2025 INSURANCE	5121070	2,310.49	
16220	04/25	04/22/2025	870	APRIL2025	CIS	APRIL 2025 INSURANCE	5121075	122.57	
16220	04/25	04/22/2025	870	FEB2025	CIS	FEB 2025 INSURANCE	0121070	5,747.19	
16220	04/25	04/22/2025	870	FEB2025	CIS	FEB 2025 INSURANCE	0121075	166.70	
16220	04/25	04/22/2025	870	FEB2025	CIS	FEB 2025 INSURANCE	0321070	268.08	
16220	04/25	04/22/2025	870	FEB2025	CIS	FEB 2025 INSURANCE	0321075	1.68	
16220	04/25	04/22/2025	870	FEB2025	CIS	FEN 2025 INSURANCE	0521070	6,245.05	
16220	04/25	04/22/2025	870	FEB2025	CIS	FEB 2025 INSURANCE	0521075	114.02	
16220	04/25	04/22/2025	870	FEB2025	CIS	FEB 2025 INSURANCE	2121070	1,223.21	
16220	04/25	04/22/2025	870	FEB2025	CIS	FEB 2025 INSURANCE	2121075	7.60	
16220	04/25	04/22/2025	870	FEB2025	CIS	FEB 2025 INSURANCE	3121070	121.91	
16220	04/25	04/22/2025	870	FEB2025	CIS	FEB 2025 INSURANCE	3121075	.75	
16220	04/25	04/22/2025	870	FEB2025	CIS	FEB 2025 INSURANCE	5121070	2,310.49	
16220	04/25	04/22/2025	870	FEB2025	CIS	FEB 2025 INSURANCE	5121075	122.57	

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount	Void/Manual
16220	04/25	04/22/2025	870	MARCH2025	CIS	MARCH 2025 INSURANCE	0121070	6,623.62	
16220	04/25	04/22/2025	870	MARCH2025	CIS	MARCH 2025 INSURANCE	0121075	166.70	
16220	04/25	04/22/2025	870	MARCH2025	CIS	MARCH 2025 INSURANCE	0321070	268.08	
16220	04/25	04/22/2025	870	MARCH2025	CIS	MARCH 20205 INSURANCE	0321075	1.68	
16220	04/25	04/22/2025	870	MARCH2025	CIS	MARCH 2025 INSURANCE	0521070	6,245.05	
16220	04/25	04/22/2025	870	MARCH2025	CIS	MARCH 2025 INSURANCE	0521075	114.02	
16220	04/25	04/22/2025	870	MARCH2025	CIS	MARCH 2025 INSURANCE	2121070	1,223.21	
16220	04/25	04/22/2025	870	MARCH2025	CIS	MARCH 2025 INSURANCE	2121075	7.60	
16220	04/25	04/22/2025	870	MARCH2025	CIS	MARCH 2025 INSURANCE	3121070	121.91	
16220	04/25	04/22/2025	870	MARCH2025	CIS	MARCH 2025 INSURANCE	3121075	.75	
16220	04/25	04/22/2025	870	MARCH2025	CIS	MARCH 2025 INSURANCE	5121070	2,310.49	
16220	04/25	04/22/2025	870	MARCH2025	CIS	MARCH 2025 INSURANCE	5121075	122.57	
Total 16220:								51,783.84	
16221	04/25	04/22/2025	1120	42043	Columbia Ace Hardware	ENGINE OIL	0140462530	19.95	
Total 16221:								19.95	
16222	04/25	04/22/2025	7028	25031710	Curran-McLeod Inc Consulting Engineer	SCA APP-2025 RESUBMITTAL; PRINCI	0340562091	410.00	
Total 16222:								410.00	
16223	04/25	04/22/2025	7130	269479	Gorge Auto Parts	Spin on fl	0140462520	12.99	
Total 16223:								12.99	
16224	04/25	04/22/2025	7380	ST2659616	Hood River, Port of	Breezeby	0540562020	21.50	
16224	04/25	04/22/2025	7380	ST2659782	Hood River, Port of	Breezeby	0140462020	5.25	
Total 16224:								26.75	
16225	04/25	04/22/2025	3490	3637	MCEDD	Project Management for HR Co Econ de	0140162030	300.00	
Total 16225:								300.00	
16226	04/25	04/22/2025	3493	8282103942	Motorola Solutions, Inc.	Radio for Ambulance, APX6500 ebcgabc	0540563155	5,511.86	
Total 16226:								5,511.86	

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount	Void/Manual
16227	04/25	04/22/2025	3820	0043231597	Norco	Cylinder Rental	0540562351	39.99	
Total 16227:								39.99	
16228	04/25	04/22/2025	4150	MA133728	Oregon Department of Aviation	AIR MNT	0140862022	125.00	
Total 16228:								125.00	
16229	04/25	04/22/2025	7189	001	Pinnacle Mt. Hood	Lobbying services for the city of Cascade	5140662110	2,871.00	
Total 16229:								2,871.00	
16230	04/25	04/22/2025	4760	6567472025	Poster Compliance Center	OR State and Federal 1 year compliance	0140162010	71.00	
Total 16230:								71.00	
16231	04/25	04/22/2025	7084	2413765	The Standard Steel Companies	1/2" CR DIA ROUND, 1/4 A36 PLATE	0340562560	210.00	
Total 16231:								210.00	
16232	04/25	04/22/2025	6250	225153	Vantage Point Solutions Inc.	power engineering prject, flat fee	5141562115	16,055.00	
Total 16232:								16,055.00	
16233	04/25	04/22/2025	7188	1106257	Wakefield Investments LLC	Refund planning deposit	0121135	3,000.00	
Total 16233:								3,000.00	
Grand Totals:								80,642.58	

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-21010	.00	24,277.15-	24,277.15-
01-21070	20,037.66	.00	20,037.66
01-21075	500.10	.00	500.10
01-21115	125.00	.00	125.00
01-21135	3,000.00	.00	3,000.00
01-401-62010	71.00	.00	71.00
01-401-62030	300.00	.00	300.00
01-401-62063	45.00	.00	45.00
01-404-62020	5.25	.00	5.25
01-404-62520	12.99	.00	12.99
01-404-62530	19.95	.00	19.95
01-408-62020	35.20	.00	35.20
01-408-62022	125.00	.00	125.00
03-21010	.00	1,429.28-	1,429.28-
03-21070	804.24	.00	804.24
03-21075	5.04	.00	5.04
03-405-62091	410.00	.00	410.00
03-405-62560	210.00	.00	210.00
05-21010	.00	24,650.56-	24,650.56-
05-21070	18,735.15	.00	18,735.15
05-21075	342.06	.00	342.06
05-405-62020	21.50	.00	21.50
05-405-62351	39.99	.00	39.99
05-405-63155	5,511.86	.00	5,511.86
21-21010	.00	3,692.43-	3,692.43-
21-21070	3,669.63	.00	3,669.63
21-21075	22.80	.00	22.80
31-21010	.00	367.98-	367.98-
31-21070	365.73	.00	365.73
31-21075	2.25	.00	2.25
51-21010	.00	26,225.18-	26,225.18-
51-21070	6,931.47	.00	6,931.47
51-21075	367.71	.00	367.71
51-406-62110	2,871.00	.00	2,871.00
51-415-62115	16,055.00	.00	16,055.00
Grand Totals:	<u>80,642.58</u>	<u>80,642.58-</u>	<u>.00</u>

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Report Criteria:

Report type: GL detail

Check.Check number = 16217-16233

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OREGON LIQUOR & CANNABIS COMMISSION

Local Government Recommendation – Liquor License

Annual Liquor License Types	
Off-Premises Sales	Brewery-Public House
Limited On-Premises Sales	Brewery
Full On-Premises, Caterer	Distillery
Full On-Premises, Commercial	Grower Sales Privilege
Full On-Premises, For Profit Private Club	Winery
Full On-Premises, Non Profit Private Club	Wholesale Malt Beverage & Wine
Full On-Premises, Other Public Location	Warehouse
Full On-Premises, Public Passenger Carrier	

**Section 1 – Submission – To be completed by Applicant:**

License Information

Legal Entity/Individual Applicant Name(s): CLAH, LLC

Proposed Trade Name: WHISKEY FLATS TAVERN

Premises Address: 500 WANAPA ST Unit:

City: CASCADE LOCKS County: HOOD RIVER Zip: 97014

Application Type:  New License Application  Change of Ownership  Change of Location

License Type: FULL ON-PREMISE COMMERCIAL  Additional Location for an Existing License

Application Contact Information

Contact Name: LUCAS WARD Phone: 541-399-2996

Mailing Address: 3631 CASCADE AVE

City: HOOD RIVER State: OR Zip: 97031

Email Address: LUCASZWARD@GMAIL.COM

Business Details

Please check all that apply to your proposed business operations at this location:

Manufacturing/Production

Retail Off-Premises Sales

Retail On-Premises Sales & Consumption

If there will be On-Premises Consumption at this location:

Indoor Consumption  Outdoor Consumption

Proposing to Allow Minors

Section 1 continued on next page



OREGON LIQUOR & CANNABIS COMMISSION

**Local Government Recommendation – Liquor License**

**Section 1 Continued – Submission - To be completed by Applicant:**

Legal Entity/Individual Applicant Name(s): CLAH, LLC

Proposed Trade Name: WHISKEY FLATS TAVERN

**IMPORTANT:** You MUST submit this form to the local government PRIOR to submitting to OLCC.  
Section 2 must be completed *by the local government* for this form to be accepted with your CAMP application.

**Section 2 – Acceptance - To be completed by Local Government:**

**Local Government Recommendation Proof of Acceptance**

After accepting this form, please return a copy to the applicant with received and accepted information

City or County Name:

Optional Date Received Stamp

Date Application Received:

Received by:

**Section 3 – Recommendation - To be completed by Local Government:**

- Recommend this license be granted
- Recommend this license be denied (Please include documentation that meets [OAR 845-005-0308](#))
- No Recommendation/Neutral

Name of Reviewing Official:

Title:

Date:

Signature:

After providing your recommendation and signature, please return this form to the applicant.

**CASCADE LOCKS STAFF REPORT**

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**Date Prepared:** April 16, 2025

**For City Council Meeting on:** April 24, 2025

**TO:** Honorable Mayor and City Council

**PREPARED BY:** Jordon Bennett, City Administrator

**SUBJECT:** FEMA Region 10 – Cascade Locks Flood Plain Update

**CITY STRATEGIC GOALS:**

- |  |  |
|--|--|
| <input type="checkbox"/> <b>Downtown Revitalization</b>      | <input type="checkbox"/> <b>Public Services</b>              |
| <input type="checkbox"/> <b>Communication Enhancement</b>    | <input type="checkbox"/> <b>Affordable/Workforce Housing</b> |
| <input checked="" type="checkbox"/> <b>Code Improvements</b> |  |

**SYNOPSIS:** The staff at the Federal Emergency Management Agency (FEMA) Region 10 office have been working to update the Flood Plain Map in Cascade Locks and Hood River County overall. The Flood Plain in Cascade Locks has not been updated since 1984. FEMA will be holding a virtual county wide town hall on May 6<sup>th</sup>. FEMA staff have requested to provide a report specifically to Council.

**CITY COUNCIL OPTIONS:** Discussion only

**CASCADE LOCKS STAFF REPORT**

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**Date Prepared:** April 21, 2025

**For City Council Meeting on:** April 28, 2025

**TO:** Honorable Mayor and City Council

**PREPARED BY:** Jordon Bennett, City Administrator

**SUBJECT:** Water and Wastewater Rate Study Update – Trilogy LLC

**CITY STRATEGIC GOALS:**

- |  |   |
|--|---|
| <input type="checkbox"/> Downtown Revitalization   | <input checked="" type="checkbox"/> Public Services   |
| <input type="checkbox"/> Communication Enhancement | <input type="checkbox"/> Affordable/Workforce Housing |
| <input type="checkbox"/> Code Improvements         |   |

**SYNOPSIS:** At the July 17, 2024 Council proved the hiring of trilogy LLC to provide a review and recommended changes to our water and wastewater rates. City staff are unaware of the last time a rate study was completed.

Trilogy presented a first draft of the study on January 27<sup>th</sup>, 2025. City Council provided additional direction on research and exploring rate structure options.

Trilogy now presents those additional findings for review and discussion.

**CITY COUNCIL OPTIONS:** Discussion Only and Next Steps

April 18, 2025

Jordon Bennett  
Administrator  
City of Cascade Locks  
140 SW WaNaPa  
Cascade Locks, OR 97014

**Sent via E-mail only**

RE: Follow-up Discussion on Water and Sewer Rates

Mr. Bennett,

Following up on the discussion of the City's water and sewer rates on January 29, 2025, we have prepared additional analysis to answer some of the Council's questions that were raised. The questions are summarized in this introduction section and the analysis is provided in detail in subsequent sections.

**Water Utility debt service charges**– The rates were originally set to recover more than the annual debt service, with use of the accumulated funds to pay the debt balance off early. The original recommendation was to reduce the debt service charges to mitigate the customer impact of the required increase on the water rates for operating expenses. We have prepared a range of alternatives to show the impacts of setting the debt service charges at varying levels.

**Wastewater treatment plant operations contract assumptions** – The original assumption was an increase of 4% annually, based on the most recent increase to the contract of 4%. However, in prior years, the percentage increase had been higher for several years, up to 15% in one year. We have prepared some additional analysis testing the impact of higher costs to operate the treatment plant, both up front and annually, and the impact on immediate and future recommended rate increases.

**Sewer rate structure** – The current rate structure charges a flat fixed charge per month, unless measured water use exceeds a certain amount – 10,000 gallons in a month for residential customers and 5,000 gallons in a month for non-residential customers. Most residential customers fall under the threshold and thus are only charged the flat charge every month. One alternative that was brought up was a 'winter water average' structure for residential customers, which includes a volume-based component, based on each customer's average winter monthly water use. The City of Gresham uses this approach for its sewer rates. While the full impact of

changing to such a structure would require detailed analysis of every customer's individual water use, we have prepared additional analysis to explore what the rate structure could look like, and the likely impact on some example customer bills at varying levels of water/wastewater use.

### Water Utility Debt Service Charges

The water utility charges customers for two main purposes: operations and debt. In the original analysis, it was recommended that the water utility should raise rates for increases to operations expenses by about \$109,500, or 39.0 percent. That recommendation does not change.

Current rates for debt service are projected to generate about \$252,000 annually, the bulk of that through the WSIP debt service charges. Annual debt service requirements equal just over \$142,000, again most of that for the WSIP debt. The original recommendation was to reduce these charges by about \$110,000 to reflect the actual debt service to mitigate the impact of the increase in operation charges on the customer's monthly bills.

The following table summarizes the analysis of debt service charges, regarding the projected year of payoff, potential future interest savings, and the impact on customer bills. If the original recommendation to reduce the debt service charges was implemented, the average customer's total bill (including charges for operations and debt) would increase by about 2.3%, or \$1.12 per month. However, the debt balance could not be paid off until 2052, with a total interest savings of \$82,000, based on the current balance of the debt service funds, plus projected interest earnings. This scenario is labeled as Alternative 1.

If debt service charges remain the same, it is projected that the utility could pay off the balance of debt in the year 2038, saving approximately \$470,000 in total interest from then through 2061. However, keeping the debt services charges at current levels and increasing the rates to cover current operations costs would mean that the average customer's total bill would increase by about 21.7 percent, or \$10.52 per month, reflecting the increase in charges for operations. This is labeled Alternative 2 in the table.

Alternative 3 in the table shows the impact of a middle ground between Alternatives 1 and 2. If debt service charge revenues were reduced by 21.7 percent, or about \$55,000 per year, then the water utility could pay off the debt balance in 2043. The total interest saved from then through 2061 would amount to about \$298,000. The effective increase to the average customer's total bill in this scenario would be \$5.82 per month, or about 12.0 percent.

	Alternative 1 - Reduce Debt Charges to Annual Debt Service	Alternative 2 - Current Debt Charges, Pay Off Debt Early	Alternative 3 - Midway between Alternative 1 and Alternative 2
Operating Revenues under Current Rates	\$280,490	\$280,490	\$280,490
Revenues Needed for Operating Fund	\$389,960	\$389,960	\$389,960
Percentage Increase	39.0%	39.0%	39.0%
Current Operating Portion of Avg Residential Monthly Bill	\$26.38	\$26.38	\$26.38
Proposed Operation Portion of Avg Residential Monthly Bill	\$36.90	\$36.90	\$36.90
Percentage Increase	39.9%	39.9%	39.9%
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Debt Service Revenues under Current Rates	\$252,306	\$252,306	\$252,306
Debt Service Revenues under Proposed Rates	\$142,704	\$252,306	\$197,505
Percentage Change	-43.4%	0.0%	-21.7%
Projected Year to Pay Off Outstanding Principal	2052	2038	2043
Total Future Interest Savings	\$82,022	\$470,322	\$298,522
Current Debt Portion of Avg Residential Monthly Bill	\$22.00	\$22.00	\$22.00
Proposed Debt Portion of Avg Residential Monthly Bill	\$12.60	\$22.00	\$17.30
Percentage Change	-42.7%	0.0%	-21.4%
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Current Combined Avg Residential Monthly Bill	\$48.38	\$48.38	\$48.38
Proposed Combined Avg Residential Monthly Bill	\$49.50	\$58.90	\$54.20
Percentage Increase	2.3%	21.7%	12.0%
Total Annual Revenues Generated under Current Rates	\$532,796	\$532,796	\$532,796
Total Annual Revenues Generated under Proposed Rates	\$532,664	\$642,267	\$587,465
Difference	(\$132)	\$109,470	\$54,669

### Wastewater Treatment Plant Operations Contract Assumptions

Currently, the wastewater treatment plant is operated on a contract basis through outside services. The original analysis assumed an increase in this contract of 4 percent per year, as this was the most recent percent increase to the contract. However, increases prior to the most recent year were higher, up to as large as 15 percent in one year. In addition, the City is in the process of seeking a contract with a new operations provider. The projected future expenses have been analyzed to test the impact of future rate increases in the case that future years' expenses for plant operations are higher than 4 percent.

Based on this analysis, the original recommendation of 9.74 percent increase for fiscal year 2025/26 has not changed. However, if either the new contract or future years' contracted

expenses increase at a rate higher than 4 percent, then there may be a need for additional rate increases for higher operating expenses in future years.

For example, if the new operations contract would rise to an annual expense of about \$250,000 (55 percent higher than current), it would require that sewer rates be increased by 4.5 percent annually (in addition to the initial recommended rate increase of 9.74 percent for next year) in order to maintain utility reserves while keeping up with increases to expenses.

Alternatively, if the annual increase in the contract, starting with the next year, is 10 percent per year rather than 4 percent, then it would also require rates to be increased annually. Projections indicate an annual rate increase of 4.0 percent would be needed to maintain reserves and keep up with the higher cost of operations.

The conclusion from testing various scenarios is that the sewer utility can plan annual adjustments to the sewer rates for any future changes in the cost to operate the treatment plant. Currently, the plant operation contract represents about one third of the total sewer utility costs, so an increase in plant expenses will not require the same increase in sewer rates. The analysis should be updated once a new contract is developed to include any additional known information on the likely cost of plant operation beginning in fiscal year 2025/26, and any assumptions about future increases.

### Sewer Rate Structure

The third issue that was brought up as a discussion point was the potential to update the sewer rate structure to what was termed a “winter water average” structure for residential customers. This type of structure bills every customer based on estimated volume of sewer usage, not just those with use above a certain threshold. Currently, most residential customers only pay the flat fixed charge for sewer since for most customers their sewer use does not cross the threshold established in the rate structure. A winter water average structure would charge the customer a rate per thousand gallons for the total volume of sewer used every month, using the amount of water they use during the winter months to estimate their monthly sewer usage. This would be based on each customer’s actual use, so the amount billed is customized to each user.

The main hurdle in fully exploring the customer impacts of changing to such a structure is the effort in analyzing billing data. Because every customer’s average volume of water used during winter months is different, an analysis would need to be performed for every customer to determine how much volume they would be charged for and how much volume in total would

be billed. Only then could a full customer impact analysis be completed by testing how setting the rates at different levels would impact customer bills.

However, we have put together some examples of what a change in structure could look like, based on the data that is readily available. Currently, the Utility only bills residential customers for about 2,412,000 gallons per year at the current volumetric rate of \$8.77 per 1,000 gallons. All other residential sewer revenues come from the flat fixed charge of \$45.40 per month for up to 10,000 gallons used. Using November through April as the winter months, the average residential customer uses about 3,800 gallons per month during the winter. Assuming that residential customers would be billed for 3,800 gallons per month per customer, on average, billed volume for residential customers was estimated to increase from 2,412,000 gallons to 26,630,000 gallons, an increase of over ten times, or 1,004 percent. Because the utility would then be billing more units using the volume charges, the volumetric and/or fixed rates per unit would be reduced in one of three ways: a lower volumetric rate, a lower fixed charge rate, or a blend of lowering both rates. Each of these alternatives would affect different customers at varying levels. All alternatives assume that there would be no change to the rate structure for non-residential customers.

The following table shows examples of the three alternative approaches to modifying the residential rate structure, using the current rates and residential revenues at current rates as a baseline for comparison (not considering the proposed 9.74 percent increase). It also shows the impacts on the monthly bill for example residential customers with below average, average, higher than average water use, and very high water use. For the customer with higher-than-average water use, the example customer is assumed to use 7,000 gallons of water per month during the winter months but have a maximum month with 14,000 gallons of water use (i.e. 4,000 gallons above the 10,000-gallon threshold). The customer with very high water use is assumed to use 15,000 gallons per month and is charged for use over the 10,000-gallon threshold for 6 months out of the year under the current rate structure. The monthly bill amounts for all customers reflect their average monthly bill under the example rate structure.

Alternative 1 – This alternative keeps the amount of the fixed charge constant and lowers the volumetric rate per 1,000 gallons to a level that keeps the total amount of revenues from fixed and volumetric rates constant.

Alternative 2 – This alternative keeps the volumetric rate at the current level and reduces the fixed charges to a level that keeps the total amount of revenues at the current level.




Alternative 3 – This alternative represents the midpoint between Alternatives 1 and 2. The fixed charge and the volumetric charge are set at the average amount of Alternatives 1 and 2, and the revenues from fixed and volumetric charges would also be the average of the amounts generated by Alternatives 1 and 2.




	Current	Winter Water Average		
		Alt. 1	Alt. 2	Alt. 3
Base Charge per Month	\$45.40	\$45.40	\$15.10	\$30.25
Projected Customers	584	584	584	584
Annual Base Charge Revenues	\$318,163	\$318,163	\$105,821	\$211,992
Volume Charge	\$8.77	\$0.80	\$8.77	\$4.78
Billed Volume under Current Structu	2,412	26,630	26,630	26,630
Annual Volume Charge Revenues	\$21,153	\$21,198	\$233,549	\$127,293
Total Annual Revenues	\$339,316	\$339,361	\$339,369	\$339,285

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Example Customer 1	Current	Winter Water Average		
		Alt. 1	Alt. 2	Alt. 3
Base Amount	\$45.40	\$45.40	\$15.10	\$30.25
Volume Billed	-	2	2	2
Volume Charge	\$8.77	\$0.80	\$8.77	\$4.78
Ave Monthly Bill	\$45.40	\$46.99	\$32.64	\$39.81

Example Customer 2	Current	Winter Water Average		
		Alt. 1	Alt. 2	Alt. 3
Base Amount	\$45.40	\$45.40	\$15.10	\$30.25
Volume Billed	-	3.8	3.8	3.8
Volume Charge	\$8.77	\$0.80	\$8.77	\$4.78
Ave Monthly Bill	\$45.40	\$48.42	\$48.43	\$48.41

Example Customer 3	Current	Winter Water Average		
		Alt. 1	Alt. 2	Alt. 3
Base Amount	\$45.40	\$45.40	\$15.10	\$30.25
Volume Billed	4 	7 	7 	7
Volume Charge	\$8.77	\$0.80	\$8.77	\$4.78
Ave Monthly Bill	\$48.32	\$50.97	\$76.49	\$63.71

Example Customer 4	Current	Winter Water Average		
		Alt. 1	Alt. 2	Alt. 3
Base Amount	\$45.40	\$45.40	\$15.10	\$30.25
Volume Billed	30 	15 	15 	15
Volume Charge	\$8.77	\$0.80	\$8.77	\$4.78
Ave Monthly Bill	\$67.33	\$57.34	\$146.65	\$101.95

As can be seen from this preliminary analysis, the Sewer Utility and its customers would experience the following impacts:

Alternative 1

- Maintenance of the current balance of fixed versus variable revenues
- Increased bills for most residential customers
- Decreased bills for customers with very high water use

Alternative 2

- Fixed revenues from residential customers cut to about a third of the current revenues
- Major decreases in monthly bills for low volume customers
- Small increases in monthly bills for average volume customers
- Substantial increases in monthly bills for high and very high volume customers

Alternative 3

- A substantial (but smaller) shift from fixed revenues to volumetric revenues
- Substantial (but smaller) decreases in monthly bills for low volume customers
- Small increases in monthly bills for average volume customers
- Intermediate increases in monthly bills for high volume customers
- Substantial increases in monthly bills for very high volume customers

Sincerely,



Erik Granum  
Principal / Senior Consultant  
Trilogy Consulting, LLC

**CASCADE LOCKS STAFF REPORT**

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**Date Prepared:** April 22, 2025

**For City Council Meeting on:** April 28, 2025

**TO:** Honorable Mayor and City Council

**PREPARED BY:** Jordon Bennett, City Administrator

**SUBJECT:** Approve letters to Hood River County School District

**CITY STRATEGIC GOALS:**

**Downtown Revitalization**

**Public Services**

**Communication Enhancement**

**Affordable/Workforce Housing**

**Code Improvements**

**SYNOPSIS:** Presented for approval are two letters to be sent to the Hood River County School District Board. The first letter is authored by Councilor Keller. The letter states a concern regarding the switch to blended classes at the Cascade Locks Elementary school. The second letter is authored by Mayor Wood. The letter states a concern regarding the lack of representation from Cascade Locks when decisions are made by the Board.

A Copy of both letters are attached for review. Background information regarding the representation is attached for reference.

Council may approve both letters, only one or neither. If a letter is not approved, the individual author of the letter may submit the letter to the school board as an individual resident of Cascade Locks. They may not reference their elected position, connect to the City or City Council in the letter.

**CITY COUNCIL OPTIONS:**

- 1) Approve both letters
- 2) Approve one of the letters
- 3) Not approve either letter

**RECOMMENDED MOTION:** "I motion to approve both letters to the Hood River County School District Board as presented."



**City of Cascade Locks**  
PO Box 308 140 SW WaNaPa  
Cascade Locks, OR 97014  
www.cascade-locks.or.us

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

April 24, 2025

Chair Chrissy Reitz  
Hood River County School District Board  
1011 Eugene St  
Hood River, OR 97031

Madam Chair and Fellow School Board Members,

This Council writes with frustration and sadness upon learning that the lack of foresight and budgetary irresponsibility has returned the Cascade Locks Elementary School to blended classes. The school is a promising beacon within the community.

With a city population of 1,359, Cascade Locks Elementary School is the community's anchor. School events bring our community together, providing a space to leave differences behind and unite through the support of our students. The recent STEM Night, Spring Concert, and Game Night brought parents and other community members in droves, significantly outperforming historical attendance trends for the same events.

What is the cause of the increased support for the school? **It is thriving!** Students are demonstrating an increase in state testing scores, daily attendance is increasing, and parent engagement is increasing. This is not by happenstance; it is the direct result of students being valued and appreciated through the direct connection with a grade-level educator.

Our community has been the source of population and homeownership growth in Hood River County and will continue to be so. Currently, plans are making their way through the proper channels of the City Planning Department to begin construction in a 45-home subdivision. Soon, families will move to our city, and more children will seek an equitable education on par with the rest of the students in the Hood River County School District.

Privileged parents in the community are taking their students out of the district and seeking alternative means of education, taking them to Corbett, enrolling them in an online program, or homeschooling. These actions correlate with the district's decision to return to blended classes.

It is imperative that Cascade Locks Elementary School maintain staffing at a level that continues to support the amazing gains demonstrated by students who are cared for and properly given grade-level education. Please act to fund and support our local community school adequately.

Sincerely,

Brenda Wood  
Mayor



**City of Cascade Locks**  
PO Box 308 140 SW WaNaPa  
Cascade Locks, OR 97014  
www.cascade-locks.or.us

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

April 28, 2025

Chair Chrissy Reitz  
Superintendent Bill Newton  
Hood River County School District Board  
1011 Eugene St  
Hood River, OR 97031

Madam Chair, Fellow School Board Members and Superintendent Newton,

Thank you for your response and for taking the time to acknowledge my comments at the April 9th school board meeting. I appreciate the background you provided regarding the previous Ex-Officio position and the board's decision to discontinue it.

While I understand the reasoning behind the change, I remain concerned that the structure of countywide elections continues to create a barrier to equitable representation—especially for communities like Cascade Locks. The fact that no candidates filed from our area this election cycle may not indicate a lack of interest, but rather a lack of access, resources, or belief that a Cascade Locks candidate could be successful in a countywide race. That speaks to a deeper issue of systemic inequity, not just isolated participation.

We believe that meaningful representation isn't just about eligibility to run for office—it's about creating structures where diverse voices can actually be heard and have influence. Whether through reinstating the Ex-Officio role, forming a community advisory council, or creating other pathways for input, we urge the board to reconsider ways to ensure communities like ours aren't left without a voice at the table—especially during times of budget cuts that adversely affect us.

Thank you again for your willingness to engage in this conversation. I hope we can continue working together toward a resolution that allows our community to be at the table.

Sincerely,

Brenda Wood  
Mayor

Bill Newton  
School Board Meeting Public Comment Follow Up  
Apr 14, 2025 at 4:35:35 PM

[REDACTED]  
HRCSD Board  
West  
Meghan

Dear Brenda,

On behalf of the Hood River County School District Board, thank you for taking the time to share your thoughts at the recent school board meeting on April 9th. We truly appreciate your thoughtful comments and recognize your concerns regarding community representation for Cascade Locks on the school board.

As you may recall, the board previously had an Ex-Officio position, most recently held by Rob Brostoff. This role existed in addition to the elected board member representing Zone 1, which includes the western part of Hood River County, including Cascade Locks. At the time, the board determined that having two individuals representing the same area was redundant, and the Ex-Officio position was subsequently discontinued.

We understand your concern about the current lack of a board member residing in Cascade Locks. There are opportunities for community members from Cascade Locks to run for either the Zone 1 seat or the At-Large position. The At-Large seat is up for election this spring; however, no candidates from Cascade Locks filed to run. These positions are available every four years, offering recurring opportunities for representation every two years.

We acknowledge that the budget reductions we are currently facing involve challenging decisions. As we navigate this process, we remain committed to listening to our community. Your feedback plays a vital role, and we value your ongoing involvement.

Please don't hesitate to reach out if you'd like to share additional thoughts.

**STAFF REPORT**

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**Date Prepared:** April 22, 2025

**For City Council Meeting on:** April 28, 2025

**To:** Honorable Mayor and City Council

**Prepared By:** Kathy Woosley, City Recorder

**Approved By:** Jordon Bennett, City Administrator

**SUBJECT: Approve** Ordinance No. 461 – ARU Electric Meter Requirement

**SYNOPSIS:** Staff proposes adding language to Ordinance No. 440 to take away the risk of an unpaid utility account affecting a separate living unit being served by only one meter.

When the City's first ADU was built, staff contacted other cities with an electrical utility and use this same language.

The City Attorney has reviewed and approved the amendment.

A copy of the Ordinance was provided to Council and posted at City Hall 7 days prior to the reading, meeting the requirements to reread the Ordinance in title only with substantial changes or substance noted, as long as no Council member objects.

The Ordinance may be adopted in a single reading if the title is read in full twice with the noting of substantial changes and the Council approves the ordinance in an unanimous decision of the entire council.

Attached for review are the Ordinance and Chapter VII of the City Charter.

Does Council want the ordinance to read in title only or full text?

**CITY COUNCIL OPTIONS:**

1. Approve Ordinance No. 461.
2. Take no action on this matter.

**RECOMMENDATION:** "I motion to approve Ordinance 461."

**ORDINANCE NO. 461**

**AN ORDINANCE RELATING TO THE MUNICIPAL LIGHT AND POWER SYSTEM;  
REGULATING THE USE, SALE AND PRICES OF ELECTRIC CURRENT; DEFINING  
SECURITY DEPOSITS AND OFFENSES; REPEALING ORDINANCE NO. 440.**

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

**SECTION 1. Purpose.**

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

**SECTION 2. Definitions.**

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

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

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

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

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

- a) Application for Service. Any person desiring to purchase electric current from the City shall make application therefore upon a printed form to be furnished for that purpose, completed and signed by the applicant and filed in the office of the administrator. The application shall contain a description of the premises where such electric current is desired and the voltage and rating in amperes, watts, or horsepower of all devices as may be required by the administrator.
- b) Validity of Application.
  1. The application is merely a request for service and does not in itself bind the City to serve except under reasonable conditions, nor does it bind the customer to take service; but if the service is connected, the application shall become a contract between the customer and the

City, and the customer shall be required to pay monthly minimum charges according to the applicable rate.

2. No application for electric service shall be accepted, or no new service shall be furnished to an account holder whether be a person, firm or corporation who has any delinquent bill, fee or charge with the City until such bill, fee or charge has been paid in full.
- c) Contract. The application provided for in this section shall become a Contract on the part of the person making the same, to pay for the electric current, at the rate, in the manner, and at the time as hereinafter specified by the City. The contract shall provide that the City shall have the right to:
  1. Charge and collect the rates, fees and other charges as set by the City.
  2. Change the rates, fees and other charges at any time at the discretion of the City.
  3. Disconnect at any time, without notice to the customer.
  4. Install meters to register the electric current consumed or the maximum load or both.
- d) Exemption. Said contract shall further provide that the City, its agents and employees shall not be held responsible for any damage by fire or other causes resulting from defective wiring or appliances on the premises supplied with electric current by the City.
- e) Validity of Contract. Nothing contained in this ordinance shall be construed as requiring the City or the administrator to enter into any contract or to furnish electric energy to any person applying therefore. The Administrator is hereby authorized and empowered to refuse to enter into any such contract or to furnish such electric energy.
- f) Term of Contract. All contracts shall take effect from the day service is connected and rates shall be charged and bills rendered from the day the premises are connected to the City's electrical system. All contracts shall be binding for the period specified in the contract and shall continue in effect until thirty (30) days after written notice of discontinuance to administrator is delivered to his office, and until all charges for electrical energy, fines, and penalties have been paid in full.

### **Billing Procedures.**

- g) Rate Schedule. All rate schedules set out in the provisions of or resolutions dealing with electric utilities shall be based on one month's service. Normally, meters shall be read and bills rendered at intervals of one month. A month may be from 27 to 32 consecutive days, but shall not necessarily be a calendar month. The City reserves the right to read meters and render bills for longer or shorter periods.
- h) Minimum Monthly Billing. If the calculated bill for energy consumption and demand is less than the minimum monthly bill (as defined in Section 2), then the City shall charge the "minimum monthly bill." Minimum Monthly Billing shall apply only to customers that have demand billings e.g. Public or Commercial accounts.
- i) Meter Reading. If for any reason, the City is incapable of a meter reading for any particular period; it may estimate the reading and render a bill based on this estimate. In the event of appreciable error of any estimate, the City shall revise such estimate on the basis of the best evidence available.
- j) Payment Due Date. All Charges for electrical energy furnished by the City shall be due by the fifteenth (15<sup>th</sup>) day of the month. Should the 15<sup>th</sup> fall on a ~~holiday or a weekend~~ day City Hall

office is closed, then payment is due and to be received in the City Hall Office on the next business day by 56:00 pm.

- k) Cancellation or Termination of Contract. The City shall have the right, at its option, in addition to all other rights and remedies at law or in equity, to cancel or terminate the contract under which service is being supplied or to discontinue the delivery of electric energy with or without cancellation or termination of such contract in the following situations:
1. Upon the customer's failure to pay, when due, any and all bills rendered by the City, including but not limited to amounts owing on current accounts; amounts owing on closed accounts; amounts owing on security deposits; amounts owing on account set-up fees.
  2. For fraudulent use of service.
  3. Theft or illegal diversion of electric energy.
- l) Delinquent Accounts/Late Fees. If the City does not receive full payment on or before the 15<sup>th</sup> day of the month, as designated in this section, item "J" at 56:00 pm the account shall be considered late and delinquent, and the City shall assess a late fee to this account. The City shall set the amount of the late fee by resolution.
- m) Payment Arrangements. If the customer does not plan to make full payment of the amount due, the customer may contact the City to make payment arrangements. Approval for any arrangements must come from the Finance Director or designated representative. Factors to be considered if payment arrangements are to be approved include:
1. The City's needs.
  2. The customer's past payment record and probable ability to meet payment schedule in light of circumstances causing delayed payments (unemployment, illness, etc.)
  3. The size of the bill and length of time outstanding.
- If the customer is not satisfied with the decision of the Finance ~~officer~~Director, the customer may appeal to the City Administrator. The decision of the City Administrator is final.
- n) Failure to Adhere to Payment Arrangements. If payment arrangements are made and the customer fails to adhere to them, disconnection of service shall be made without further notice before noon of the day following the promised payment date unless that day falls on ~~weekends and holidays~~ a day when the city office is closed. The City shall not terminate residential service on, or the day prior to, a ~~weekend or holiday~~ day when the city office will be closed.
- o) Door-Hanger/Red Tag List. The City shall print a Door-Hanger/Red Tag list on the last working day of the month, listing those accounts still unpaid.
- p) Door-Hanger/Red Tag. The City shall write a "door hanger" tag and place said tag on the door of the dwelling or business of all accounts on the Door Hanger/Red Tag list that has not made a payment arrangement. A "door hanger" tag fee, as set by resolution, shall be assessed by the City at the time the tag is written.
1. The City shall keep a record of the time and date of placement of all notices on "door hanger" tags and the placement of such tag shall constitute a presumption of notice allowing the City to disconnect service, whether or not actual notice was provided the home or business owner by placement of such tag.
  2. The "door hanger" tag shall state that the third day following placement of the tag is the final due date and the Customer must pay the amount due in full by 56:00PM (including the "tag fee" and late fee) or disconnection shall occur before noon on the following day unless the date falls on a ~~Friday or holiday~~ a day when the city office is closed, in which case disconnection shall occur before noon on the next City business day.

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

date requested by the customer and will use best efforts to read or disconnect on the day requested. The City may disconnect any current electrical service for any Customer who fails to pay or honor payment arrangements on a closed account being held by the City.

- w) Penalty on Delinquent Accounts. The City shall charge a penalty, of a certain percentage as set by resolution on the delinquent portion of all utility accounts in excess of five hundred dollars (\$500.00) or more to the Customer, beginning on the thirtieth day following the original due date.
- x) Returned Check Charges. The City may collect a charge as described by resolution for each check returned by a bank to the City.
- y) Rates and Fees. The City Council shall set all rates charged for electrical energy, connection, reconnection and other fees by resolution.

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

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

2. Builders and Developers: A builder or developer who has a security deposit with the City for an account at one temporary construction location or permanent development site, shall not be required to pay a deposit on up to four additional temporary location accounts or permanent development site accounts. Each additional deposit may also cover a maximum of five accounts. Security deposits on residential accounts of persons who also hold accounts that qualify as builder or developer do **not** qualify to be used for additional commercial or builder or developer accounts.
3. Landlords: A landlord shall not be required to pay a deposit on rental location accounts.
4. Residential Customers-A: A residential customer who has a security deposit with the City for their residential account and is building a new home in the City that they shall move into when it is completed shall be required to pay an additional deposit on the account for the new home. When the customer moves into the new residence and closes the old account, the City shall apply the security deposit to the final billing. If the amount of the refund exceeds the final bill, the City shall return the remainder of the refund to the customer after the next regularly scheduled check run. Non-payment of the closed account shall result in disconnection of services at the new account location.
5. Residential Customers-B: A residential customer who has a security deposit with the City for their residential account and is moving to another location is required to pay an additional deposit on the account at the new location. When the customer closes the old account, the City shall apply the security deposit to the final billing. If the amount of the refund exceeds the final bill, the City shall return the remainder of the refund to the customer after the next regularly scheduled check run. Non-payment of the closed account may result in disconnection of services at the new account location.

~~e) Grandfathered Transition Customers:~~

- ~~1. Current utility account Customers who have a \$150.00 deposit with the City paid before November 2004, with the understanding that they would receive a refund of said deposit after twelve months of a good payment record, shall receive said refund as per their original agreement with the City.~~
- ~~2.1.~~ Current utility account customers who do not have a security deposit with the City or shall have that deposit refunded due to the deposit refund policy that was repealed in November 2004, shall also be required to provide a security deposit to the City, prior to resumption of service, under this policy when one of the following events occurs:
  - a. The City disconnects an account on two occasions for non-payment of balances due (a dishonored check qualifies as non-payment) that was used to make payment on that utility account.
  - b. The customer closes the account and opens a new account at another service location within the City's service area.

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

**SECTION 5. Operational Requirements.**

- a) Interruptions and Outages. The City shall exercise reasonable diligence in supplying satisfactory and continuous electric service, but cannot and does not guarantee a constant and uninterrupted supply of energy. Whenever necessary for the purpose of making repairs or improvements to its system, the City shall have the right to temporarily suspend the delivery of electrical energy but, in such case, the City shall give reasonable notice if circumstances permit. Whenever an interruption of service can be foreseen, the City shall attempt to schedule its activities with its customers' needs. Any interruption shall be ~~of~~ as short a duration as practical under safe operating conditions.
- b) Customer Liability. The City shall not be liable for any damage, or claim of damage, attributable to any interruption or outage of electric service. If the customer's service fails beyond the point of delivery, he shall endeavor to determine the cause of service failure before calling the City. If a service person is sent out at the customer's request, and it is determined that the customer's equipment is at fault, a charge for the service call as established by resolution may be made.
- c) Customer to Notify City. The customer is encouraged to materially assist the City in fulfilling its purposes by promptly notifying the City of any defects, trouble, or accidents affecting the supply of electricity, or in the event service is unsatisfactory for any reason.
- d) City Inspection and Responsibility. Inspection of electrical wiring and equipment for compliance with codes and regulations other than those of the City is the responsibility of the appropriate governmental body having jurisdiction. The person desiring electrical service must obtain the appropriate approvals and certificates prior to connection of the City's service.
  1. The Administrator may, before connecting any premises with the City's circuits or furnishing electric current therefrom, cause the wiring, appliances and fixtures to be carefully inspected, and until such wiring, appliances and fixtures are put on proper condition, satisfactory to the Administrator, or his representatives, decline to connect the service wires with the City's circuit, and he shall have the power at any time to disconnect the service from any premises where the wiring, appliances or fixtures shall become or are found to be defective or dangerous until the same are repaired to the satisfaction of the Administrator or his representative.
  2. The City shall have the right, but shall not be obligated to inspect the customer's wiring or equipment before service is supplied and at any future time as determined by the City. However, nothing in this Ordinance shall be construed as placing upon the City any responsibility for the inspection of, the condition of, or the maintenance of the customer's wiring, energy-consuming devices or other equipment.
  3. The City shall not be held liable for any loss or damage to persons or property resulting from defects beyond the point of delivery caused by the customer's installation or equipment or the delivery of energy thereto.
- e) Connection to System. It shall be unlawful for any person, other than the Administrator, or his authorized representative or agent of the City, to connect any house, building, premises, wire, appliance or other device to the City's electrical system for the purpose of obtaining electrical energy or for any other purpose whatever.
- f) Unauthorized Pole Attachment Prohibited. A Person must obtain written permission from the City before s/he attaches any equipment or material of any description to any utility pole, guy

wire, electrical equipment, hardware or other property of the City. The City may charge fees as established by resolution for this coordination work.

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

- the City shall bill energy consumption, demand and other charges to the customer based upon an estimate as determined by the City.
2. **Second Notice to Customer.** If the accessibility problem persists, the City shall provide a second notice to the customer that the initial problem has not been corrected or has reoccurred and continues to prevent City employees from carrying out their duties. The City shall give the Customer another three (3) working days to correct the problem and assess a service charge as set by resolution. The City shall continue to bill energy consumption, demand and other charges to the customer based upon an estimate as determined by the City.
  3. **Failure to Heed Notice.** The City shall disconnect those customers from its system at the point of delivery when the customer has failed to heed the two (2) notices above and make all City utility system parts readily and safely accessible to City utility employees, to the satisfaction of the utility department manager.
- n) **Meter Seals.** At the time of installation, the City shall seal the meter and no person shall tamper with or break the seal without prior authorization from the City. The City shall consider any tampering with the meter or unauthorized breaking of the seal as evidence of fraud.
  - o) **Separate Meters for Different Rate Classifications.** If the Customer desires to use electricity for purposes classified under different rates, the City shall install separate meters to measure the current supplied at each rate and charge for the electricity passing through each meter at prices specified in the rate schedule for such separate uses.
  - p) **Meter Failure.** Should any meter fail to register correctly the amount of energy or power used by the customer, the City shall estimate the amount of such use from the best available evidence.

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

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

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

- a) **Wiring and Equipment.** The customer shall install, own, and maintain all wiring and equipment beyond the point of delivery, except meters and special facilities installed or furnished by the City. The customer's wiring shall conform to all requirements of legally constituted authorities having jurisdiction; including county codes or ordinances, ordinances and resolutions of the City, the National Board of Fire Underwriters, the Oregon Bureau of Labor, and the National Electrical Code.
- b) **Equipment Required by City.** The customer shall furnish, and install, an Underwriter's approved meter socket, or sockets, as specified by the City, for the installation of the City's metering equipment. If instrument transformers are required, the customer shall furnish and

install mounting brackets, a suitable enclosure, and necessary conduit, as specified by the City. It shall be the customer's responsibility to provide suitable protective devices; such as fuses, circuit breakers, and relays, to adequately protect his equipment. For the protection of three phase motors, the installation of three thermal over-current devices and, in addition, dual element delay fuses or circuit breakers of suitable rating are considered necessary. The City reserves the right to refuse or discontinue service to customer's equipment or wiring, where such equipment or wiring is in hazardous condition, or not in conformity with lawful codes and local regulations. The City shall not be held liable for any loss or damage to person, or property, resulting from defects beyond the point of delivery, or in the customer's installation of equipment, or the delivery of energy thereto.

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

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

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

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

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

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

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

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

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

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

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

**ADOPTED** by the City Council this 26<sup>th</sup> day of October, 2015.

**APPROVED** by the Mayor this 26<sup>th</sup> day of October, 2015.

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Tom Cramblett, Mayor

ATTEST:

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Kathy Woosley, City Recorder  
Ordinance No. 440461

First Reading: October 12, 2015

Second Reading Approved: October 26, 2015 Ayes \_\_\_\_; Nays \_\_\_\_

(C) Conviction of any felony or a crime relating to performance of Council duties.

**Section 30. FILLING OF VACANCIES.** Council vacancies shall be filled by a majority of the remaining members of the Council. The appointee's term of office shall begin immediately and shall continue until the next general election and the term for that position shall be the unexpired portion of the remaining term.

## **CHAPTER VIII ORDINANCES**

**Section 31. ENACTING CLAUSE.** The enacting clause of all ordinances hereafter enacted shall be, "The City of Cascade Locks ordains as follows:"

**Section 32. METHODS OF ADOPTION.**

- (1) An ordinance shall be fully and distinctly read in open Council meeting on two different meetings before being adopted by the Council; and
- (2) An ordinance may be adopted at a single meeting by unanimous vote of the entire Council, if:
  - (A) Two readings, by title only or in full, shall occur, and
  - (B) Any section of a proposed ordinance containing substantive change shall be read in full prior to consideration.
- (3) A reading of an ordinance may be by title only if:
  - (A) No member of the Council present at the meeting requests that that ordinance be read in full, and
  - (B) At least one week before the reading:
    - (1) A copy of the ordinance is provided to each member of the Council, and
    - (2) Copies of the ordinance are available for public inspection in the office of the City Recorder, and
    - (3) Notice of the availability and the title page of the ordinance is posted at the City Hall.

(4) After January 1, 2008, any such ordinance, or resolution or order approved by a majority of the Council that creates or increases any tax, charge or fee, the ordinance shall not be effective unless ratified by a majority vote of the City's qualified electors voting in an election where at least 50 percent of the registered voters cast a ballot, or the election is a general election in an even numbered year.

**[Section 4 is added as an amendment to the Charter per November 4, 2008 General Election]**

**CASCADE LOCKS STAFF REPORT**

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**Date Prepared:** April 21, 2025

**For City Council Meeting on:** April 28, 2025

**TO:** Honorable Mayor and City Council

**PREPARED BY:** Jordon Bennett, City Administrator

**SUBJECT:** Approve Letter of Support for Blue Mountain Networks

**CITY STRATEGIC GOALS:**

- |   |  |
|---|--|
| <input type="checkbox"/> <b>Downtown Revitalization</b>   | <input type="checkbox"/> <b>Public Services</b>              |
| <input type="checkbox"/> <b>Communication Enhancement</b> | <input type="checkbox"/> <b>Affordable/Workforce Housing</b> |
| <input type="checkbox"/> <b>Code Improvements</b>         |  |

**SYNOPSIS:** Blue Mountain Networks, a provider of internet and phone services in Cascade Locks is apply for Broadband Equity, Access and Development (BEAD) funding to build broadband infrastructure in the Hood River County School District. The funding originates from the federal government via the Bipartisan Infrastructure Law and filtered through the State of Oregon Business Oregon Department. Links to both programs and more details are below.

<https://broadbandusa.ntia.doc.gov/funding-programs/broadband-equity-access-and-deployment-bead-program>

<https://www.oregon.gov/biz/programs/bead/pages/default.aspx>

Blue Mountain Networks provided the template for the letter and staff moved it to city letterhead. Staff did not have time to fact check the letter. However, staff does not dispute any of the actions or accomplishments listed in the letter.

The letter is attached for council review.

**CITY COUNCIL OPTIONS:**

- 1) Approve the letter as presented
- 2) Amend and approve the letter
- 3) Not Approve the letter

**RECOMMENDED MOTION:** “I motion to approve the letter of support for Blue Mountain networks as presented.”



**City of Cascade Locks**  
PO Box 308 140 SW WaNaPa  
Cascade Locks, OR 97014  
www.cascade-locks.or.us

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

April 28, 2025

Krystal Stone, BEAD Program Coordinator  
Business Oregon  
775 Summer St., NE, Suite 310  
Salem, Oregon 97301

Dear Coordinator Stone,

The City of Cascade Locks is writing to express our strong support for Blue Mountain Networks' application for Broadband Equity, Access and Development (BEAD) funding to build broadband infrastructure in the Hood River County School District.

As a locally operated and supported internet service provider, Blue Mountain Networks has demonstrated an unwavering commitment to bridging the digital divide in our community. Their track record of providing high-quality, reliable internet service with no data caps and symmetrical speeds makes them an ideal partner for this critical infrastructure project.

Blue Mountain Networks has already shown their dedication to expanding broadband access through their participation in programs like the Affordable Connectivity Program (ACP). This demonstrates their understanding of the importance of internet access for education, healthcare, and economic opportunity.

The company's experience in deploying fiber networks and their recent success in lighting up fiber broadband in rural Oregon communities such as; Adams, Athena, Fossil, Mitchell, Spray, Heppner, Ione, and others, had prepared them well to undertake this important project. Their local presence ensures they understand the unique needs and challenges of our school district.

Blue Mountain Networks' commitment to customer service, including 24/7 technical support, will be invaluable in ensuring the success and sustainability of this broadband infrastructure project. Their experience will be crucial in navigating the complexities of the BEAD program requirements and ensuring successful implementation.

In conclusion, the City believes Blue Mountain Networks is exceptionally well-qualified to undertake this important broadband infrastructure project for our school district. Their approval for BEAD funding would significantly enhance educational opportunities and digital equity in our community. Thank you for your consideration of their application.

Sincerely,

Brenda Wood  
Mayor

**CASCADE LOCKS STAFF REPORT**

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**Date Prepared:** April 22, 2025

**For City Council Meeting on:** April 28, 2025

**TO:** Honorable Mayor and City Council

**PREPARED BY:** Jordon Bennett, City Administrator

**SUBJECT:** Approve Non-Residential Deposit Procedures

**CITY STRATEGIC GOALS:**

- |  |   |
|--|---|
| <input type="checkbox"/> Downtown Revitalization   | <input checked="" type="checkbox"/> Public Services   |
| <input type="checkbox"/> Communication Enhancement | <input type="checkbox"/> Affordable/Workforce Housing |
| <input type="checkbox"/> Code Improvements         |   |

**SYNOPSIS:** At the April 14<sup>th</sup> meeting, Council adopted resolution 1512 increasing the amount of the deposit required for non-residential utility accounts. There was a debate regarding the length of time required to have the deposit on file. Council requested more research on the dollar amounts of our largest electrical users. Attached is a list of our top 20 users and the amount billed for the month of January 2025. All of the top 20 accounts are either industrial or commercial accounts.

Although it is a bit arbitrary staff recommend setting the 2-month deposit amount at \$6,000. Any business below that amount and 5 years of good payment history would not need a deposit on file. Any business over the \$6,000 amount would kept the deposit on file indefinitely.

This is designed to be friendly to small businesses.

**CITY COUNCIL OPTIONS:**

- 1) Approve length of time requirement for Deposits
- 2) Take no action

**RECOMMENDED MOTION:** “I motion to approve the Deposit procedures for non-residential utility accounts.”

Usage and Billing Amounts for January 2025

<b>Rank</b>	<b>Bill Amount</b>	<b>Usage Amount KWH</b>
<b>1</b>	\$ 82,092.78	1,540,000
<b>2</b>	\$ 18,984.99	337,400
<b>3</b>	\$ 6,997.69	63,900
<b>4</b>	\$ 6,120.26	104,800
<b>5</b>	\$ 4,845.61	81,920
<b>6</b>	\$ 4,226.12	70,800
<b>7</b>	\$ 4,038.93	67,440
<b>8</b>	\$ 3,951.12	36,080
<b>9</b>	\$ 3,816.09	63,440
<b>10</b>	\$ 3,316.93	54,480
<b>11</b>	\$ 3,012.90	33,200
<b>12</b>	\$ 2,855.65	46,200
<b>13</b>	\$ 2,231.70	35,000
<b>14</b>	\$ 2,209.16	17,800
<b>15</b>	\$ 2,093.54	32,520
<b>16</b>	\$ 1,781.56	16,766
<b>17</b>	\$ 1,771.44	19,520
<b>18</b>	\$ 1,730.31	26,000
<b>19</b>	\$ 1,645.63	24,480
<b>20</b>	\$ 1,445.53	13,200

**CASCADE LOCKS STAFF REPORT**

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**Date Prepared:** April 22, 2025

**For City Council Meeting on:** April 28, 2025

**TO:** Honorable Mayor and City Council

**PREPARED BY:** Jordon Bennett, City Administrator

**SUBJECT:** Audit Update

**CITY STRATEGIC GOALS:**

- |  |   |
|--|---|
| <input type="checkbox"/> Downtown Revitalization   | <input checked="" type="checkbox"/> Public Services   |
| <input type="checkbox"/> Communication Enhancement | <input type="checkbox"/> Affordable/Workforce Housing |
| <input type="checkbox"/> Code Improvements         |   |

**SYNOPSIS:** Aldrich and Associates are currently completing field work. Staff will check in with the auditors the afternoon of April 28<sup>th</sup> to provide the most up to date status for the meeting.

**CITY COUNCIL OPTIONS:** Discussion Only



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**City Administrator Report to the City Council**  
**Monday, April 28, 2025**

**City Administrator Evaluation**

I sent out an email extending the deadline to April 28<sup>th</sup> for evaluations to the City Attorney. To meet the deadline specified in the contract the evaluations need to be put together and a review held by May 15<sup>th</sup>. When does Council wish to hold that review?

**Contract with City Attorney**

Our current contract with Ruben Cleaveland has expired. I have spoken with Ruben and he is willing to renew the contract at the same rates. In addition, an RFP is not required for legal services. Does Council wish to renew the contract or explore different options? If Council provides direction to renew the contract a new contract will be presented at the May 12<sup>th</sup> Council meeting. If Council wishes to explore other options staff will work to put together an RFP.

**Wastewater Treatment Plant Operator RFP's**

Responses to the RFP are due Thursday May 1<sup>st</sup>. Staff will review the responses and provide a recommendation to Council at the May 12<sup>th</sup> Council meeting.

**Downtown Revitalization Completion Timeline**

A public hearing is set for May 12<sup>th</sup> to review, discuss and approve changes to the zone and comprehensive plan maps.

Community Development Code text changes will be in front of Planning Commission in May. If those changes are recommended for approval they will be in front of Council in June.

**LOC Spring Conference**

The LOC spring conference is May 1<sup>st</sup> and 2<sup>nd</sup> in North Bend. I will be attending.

**Oregon City/County Managers Association Annual Conference**

The OCCMA Conference is July 8<sup>th</sup> through 11<sup>th</sup> in Bend. I will be applying for a scholarship to attend.

**RARE Host Application**

Our application to host a RARE Member has moved to the next round. A 30-minute screening call with RARE staff is set for Monday April 28<sup>th</sup>.

**Memorial Day**

Memorial Day is May 26<sup>th</sup>, the fourth Monday of the month. Council will need to decided to reschedule or cancel the meeting.

Submitted by,

*Jordon Bennett*

Jordon Bennett  
City Administrator