

CITY of CASCADE LOCKS *AGENDA*

CITY COUNCIL MEETING, Tuesday, May 29, 2012, 7:00 PM, CITY HALL

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

1. **Call to Order/Pledge of Allegiance/Roll Call.**
2. **Additions or amendments to the Agenda.** (The Mayor or Presiding Officer may add items to the agenda after it is printed and distributed only when required by business necessity and only after an explanation has been given. The addition of agenda items after the agenda has been printed is otherwise discouraged).
3. **Adoption of Consent Agenda.** (Consent Agenda may be approved in its entirety in a single motion. Items are considered to be routine. Any Councilor may make a motion to remove any item from the Consent Agenda for individual discussion.)
 - a. **Approval of Minutes of May 14, 2012 Council Meeting.**
 - b. **Ratification of the Bills in the Amount of \$ 94,959.48.**
 - c. **Approve Annual Amendment with OMI for Operation of Sewer Treatment Plant.**
4. **Public Hearings.**
5. **Action Items:**
 - a. **Approve Payment to Coburn Electric for \$ 2,534.26.**
 - b. **Approve Payment to State of Oregon for \$5,000 to Purchase Mower.**
 - c. **Approve RFQ for Water and Sewer Master Plans.**
6. **Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community.** (Comments on matters not on the agenda or previously discussed)
7. **Reports and Presentations.**
 - a. **Discuss Ordinance No. 409 Regarding Utility Deposit Amount.**
 - b. **ICA Koch Report.**
8. **Mayor and City Council Comments.**
9. **Other matters.**
10. **Executive Session: ORS 192.660 (f) Exempt Public Records and ORS 192.660 (h) Legal Counsel.**
11. **Adjournment.**

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

THE HISTORY OF THE UNITED STATES



The history of the United States is a story of growth, struggle, and achievement. From the first European settlers to the present day, the nation has evolved through various challenges and triumphs. This book explores the key events and figures that have shaped the country's identity and destiny.

The early years of the United States were marked by the search for a stable government. The Articles of Confederation proved to be inadequate, leading to the drafting of the U.S. Constitution. This foundational document established the framework for the federal government, balancing the powers of the executive, legislative, and judicial branches.

The American Revolution (1775-1783) was a pivotal moment in the nation's history. It was a struggle for independence from British rule, fought by the Continental Army led by General George Washington. The victory at Yorktown in 1781 secured the United States' status as a sovereign nation.

The 19th century was a period of rapid expansion and westward migration. The discovery of gold in California and the opening of the transcontinental railroads fueled economic growth. However, this era also saw the rise of sectionalism and the eventual outbreak of the Civil War (1861-1865), a conflict that ultimately led to the abolition of slavery and the preservation of the Union.

The 20th century brought significant social and political changes. The Progressive Era sought to address the problems of industrialization, while the New Deal (1930s) provided relief during the Great Depression. The United States emerged as a global superpower after World War II, playing a central role in the Cold War and the space race.

1. **Call to Order/Pledge of Allegiance/Roll Call:** Council President Cramblett called the meeting to order at 7:01 PM. CM's Cramblett, Holmstrom, Helfrich, Lewis, Lorang, and Storm were present. Mayor Masters was excused. Others present were ICA Koch, City Recorder Kathy Woosley, Interim Fire Chief Devon Wells, Darlene Sullenger, Brenda Cramblett, Ken Hutton, Larry Cramblett, Don Sullenger, Port President Jess Groves, Ken and JoAnn Wittenberg, HRC Library District Manager Buzzy Nielson, Virginia and Bruce Fitzpatrick, Gyda Haight, Columbia Cascade Housing Director Ruby Mason, Daniel Hynes, and Camera Operator Betty Rush.
2. **Additions or amendments to the Agenda:** ICA Koch said there would not be an Executive Session.
3. **Adoption of Consent Agenda:**
 - a. **Approval of Minutes of April 23, 2012 Council Meeting.**
 - b. **Approval of Minutes of April 30, 2012 Work Session.**
 - c. **Ratification of the Bills in the Amount of \$ 140,531.70.**
 - d. **Appoint Nola Nolin to Museum Committee.**
 - e. **Appoint Lynne Kononen to Tourism Committee.**

Council President Cramblett read the items on the Consent Agenda. **Motion:** CM Lorang moved, seconded by CM Holmstrom, to approve the Consent Agenda. The motion was passed unanimously by CM's Holmstrom, Helfrich, Lewis, Lorang, Storm, and CP Cramblett.

4. **Public Hearings:** None.

5. **Action Items:**

a. **Approve Hire of Part Time Deputy Recorder/Administrative Aide.** Mrs. Sullenger said it was poor timing to hire more staff. She said most cities in the State of Oregon and across the nation are laying people off and being conservative. Mrs. Sullenger said she went door to door last year, circulating petitions, and spoke to a lot of people in the community. She said a common concern is that there is too much staff at City Hall and the City could be ran more effectively. She said in the budget materials received by the Budget Committee it is being projected that expenses will exceed revenues in almost every fund by the year 2014. She said adding staff isn't going to help. She said we are cutting programs. Mrs. Sullenger said the Public Works Department's tractor just had the rear end go out and was told they didn't have the money to purchase a good used one. She asked what the City was doing hiring more employees when they couldn't afford to maintain the tractor.

Mrs. Sullenger said she had a conversation with the last Deputy Recorder and was told by her that this position is not needed and that she didn't do hardly anything. She said she was told that all she could do was the planning and whatever else they told her to do but wasn't allowed to help with the minutes. She said the last Deputy Recorder told her the position wasn't needed and she agreed.

CR Woosley read Mr. Steelman's comments.

CR Woosley gave a brief overview of the staff report and listed the recommendations to Council. **Motion:** CM Storm moved, seconded by CM Holmstrom, to authorize staff to proceed to hire a part time deputy recorder/administrative aide for 19.5 hours a week. CM Holmstrom asked if this position would be the billing person for the Fire Department. ICA Koch said this is primarily driven because it is anticipated that someone with some background and experience to be able to fill in when there is an emergency. CM Holmstrom asked if this is a maximum of 19.5 hours a week but be scheduled for less. ICA Koch said that was correct. CM Helfrich asked ICA Koch's response regarding his responsibility to delegate duties. ICA Koch said that can be done but there will be additional tasks that will slip. He said this is good timing to get someone trained to be able to carry the ball when it needs to be carried. CM Helfrich asked if the Deputy Recorder position or Parks and Recreation was the greatest need. ICA Koch explained that the Parks and Recreation issue is folded

into the budget and will be decided by the Budget Committee with a recommendation to Council, which is where that decision should be made. CM Lorang reminded all that if a person is hired with PERS that the City would have to pick that up also. ICA Koch said that was correct.

CP Cramblett said the Deputy Recorder/Administrative Aide position was already in place and budgeted for. He said with the 10% cut in last year's budget that position took part of the cut. He said he has spoken with ICA Koch and trusts his opinion that this position is needed. CP Cramblett said Parks and Recreation would be tough to lose but there is work being done on a program to cover that.

The motion passed unanimously by CM's Helfrich, Holmstrom, Lorang, Lewis, Storm, and CP Cramblett.

6. Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our

Community: Mr. Cramblett said the housing development was built to help people out and he didn't think the City was helping them out by charging them a \$300.00 deposit plus connects to services. He said he didn't think the City followed all the rules of the ordinances but still charging people that are short of money for this deposit. He hoped Council would review that ordinance, give people their money back, and help them out.

Mr. Cramblett said the Council was told that there are guidelines to follow as far as the fire truck and fire station loans. He said there has been discussion about not even paying the loans. He asked Council to make sure these bills get paid.

Mr. Cramblett said he was one of the people that helped with the initiative on taxes, fees, and charges. He said Council sees a shortfall of money and he is excited to see that Council is considering bringing that out. He said he hoped Council spends a lot of time on how they will be bringing this to the citizens. He said the sunset clause has been mentioned and would have to have total closure.

Mr. Cramblett said the Council just hired someone. He said you say you're short of money. He said Council has discussed how the employees get their raises. He said he didn't know of any business that gives raises to merit to steps. He said he was an educator and there was a point where steps ended. He said it is unbelievable that the City offers cost of living, merit and step raises.

Mr. Cramblett said in the 80's he had a Cadillac medical plan. He said then he had to pay \$300 - \$400 a month for the Cadillac plan. He said the HRCSD realized they couldn't continue with the Cadillac plan. He said the HRCSD had to become part of a large group of people. He said the City's problem was when two Council's prior and Bernard Seeger signed up for a 10-year plan. Mr. Cramblett said there needs to be more paid out of pocket. He said we're in recession and the City needs a different plan.

Mrs. Haight read a quote from Thomas Jefferson.

Port President Groves submitted a list of projects that the Port has contributed to for the community. He said the Port also pays \$300,000 a year to maintain the park. He said the leased properties pay taxes and the intent is to get as much of the Port owned property on the tax roll. He said a few years ago the Port was nearly bankrupt and now the Port has just constructed a flex building to draw in business and ready to build another one. PP Groves said the Port is actively marketing their property. He said the Port wants to let the community know that the Port does a lot for the community.

ICA Koch read two written comments from Cody Steelman.

7. Reports and Presentations:

a. Ruby Mason – Cascade Housing Authority. Ms. Mason said she would like Council to give consideration to the deposit amount. She said this seems excessive for these small units. She said that CAP is helping out with the deposit and the City has been allowing installments but these small units won't come close to using that much electricity.

Mrs. Haight said she couldn't believe that citizens that have been living here are being required to pay another \$300.00 deposit. She said these are 500 square foot units and \$300.00 definitely exceeds any amount of electricity they would use. She said it is unfair for the City to hold the \$300.00 deposit and collect interest for all those years and then collect another deposit.

Ms. Mason thanked the City Council and various administrations that have worked with them on this challenging project. She gave special recommendation and certificates of appreciation to JoAnn Wittenberg and Gyda Haight. Ms. Mason commented that the City looked stunning and complimented the citizens.

b. Library District IGA. Mr. Nielson said the Library District appreciates the use of the City Hall space for the library. He said there are minor changes in the IGA. He said he was excited to be a part of the discussions about using the school space and explained the improvements that were possible with the use of that space. ICA Koch said the IGA would be on the next agenda for approval.

ICA Koch Report (handout). ICA Koch gave his report with a recommendation of extending his contract to December 31, 2012.

FC Wells reported that the volunteers have just completed a successful training program at the fire station. He reported that another area fire department also joined them for a wild land refresher training course. He said 15 of 22 ambulance bills have been processed and will be mailed tomorrow. He said the pancake breakfast was well attended.

CM Lewis asked what months were covered in billing. FC Wells said the bills dated back to January. He said the billing process here is different than Hood River and he is now retrieving the bills every two weeks and processing them. He said there was too much administrative work for the volunteer that was assigned to do this job.

Discuss Reschedule of May 28th Council Meeting. Consensus of Council was to reschedule the May 28th Council meeting to Tuesday, May 29th.

c. Proposals for Old Fire Hall. ICA Koch said Council had the four proposals mailed to them and suggested a work session to review the proposals.

Mr. Hynes introduced himself as one of the two that submitted a proposal for Whiskey Flats Brew Pub. He said he thought this would be a community asset and a destination spot for the community.

Consensus of Council was to set a work session to review the proposals on Monday, June 4th. They set Monday, June 18th as an additional or alternative date if needed.

d. Discuss Reschedule of May 28th Council Meeting. This was discussed earlier.

e. ICA Koch Report (handout). This was discussed earlier.

8. Mayor and City Council Comments: CM Helfrich said he just attended an ICS 300 class and found a company that would come to Cascade Locks and offer training at no cost to the City. He suggested ICA Koch contact them. CM Lewis asked about the Emergency Services Plan. ICA Koch explained the County is working on that.

CM Holmstrom said he was sure that Council would make a good decision on the old fire hall proposals and the downtown area but warned against an empty store front idea. He said we need something there that will bring in tourists.

CM Lorang cautioned citizens to watch out for poison oak near the river.

CM Lewis asked if there were any kind of discounts for seniors regarding the utility deposit. CR Woosley said the utility deposit is set to be the same for everyone. CM Lewis said he would like to evaluate that. CM Lorang said this could be set as a work session issue because the Council needs to make sure they are protecting the City but consideration given to the impact on the citizens. There was consensus of Council to

review the utility deposit. CM Cramblett said he would like to discuss this issue also. ICA Koch said he would have some information to Council at the next meeting. CM Lewis said he would like to know the amount of loss.

CM Storm said the senior housing project is nice. He said the landscaping is great. He said that there has been improvement to the houses on Belle Street since the housing project.

CM Lewis said he is really concerned about the ambulance billing as things have not improved much.

9. **Other matters:** CM Helfrich said he thought the extension for ICA Koch's contract should be on the next agenda. Consensus of Council was to have the extension of the contract on the next agenda.

10. **Executive Session:** None.

11. **Adjournment: Motion:** CM Lewis moved, seconded by CM Storm, to adjourn. The meeting was adjourned at 8:37 PM. The motion was passed unanimously by CM's Holmstrom, Helfrich, Lewis, Lorang, Storm, and Council President Cramblett.

Prepared by
Kathy Woosley, City Recorder

APPROVED,

Tom Cramblett, Council President

BLANKET VOUCHER APPROVAL

PAGE NO. 1

DEPARTMENT: CITY OF CASCADE LOCKS
COVER SHEET AND SUMMARY

DATE:	DESCRIPTION:	AMOUNT:
5/14/2012	Special AP Run	\$ 400.00
5/15/2012	Mid Month AP	\$ 64,715.77
5/18/2012	Gross Payroll	\$ 29,843.71

GRAND TOTAL \$ 94,959.48

APPROVAL:

Mayor

City of Cascade Locks

Check Register - By Check No.

Page: 1

Check Issue Dates: 5/10/2012 - 5/10/2012

May 14, 2012 08:05AM

Report Criteria:

Report type: GL detail

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
2348	05/12	05/10/2012	3730	051012CR	NEAHR, JOHN	Community BBQ Supplies	0840562115	400.00
Total 2348:								400.00
Grand Totals:								400.00

Report Criteria:

Report type: GL detail

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2349	05/12	05/15/2012	20	15049	ADDYLAB	Water Sample Testing	2140562150	45.00
Total 2349:								
2350	05/12	05/15/2012	40	101942011	AIRGAS	Cylinder Rental	0540562351	45.00
Total 2350:								
2351	05/12	05/15/2012	180	050112	ASIFLEX	Admin Fees	5140562110	15.24
Total 2351:								
2352	05/12	05/15/2012	6770	873361	Best Buy Business Advantage Account	Site Survey	0140162110	38.21
2352	05/12	05/15/2012	6770	873361	Best Buy Business Advantage Account	Site Survey	0542162110	2.24
2352	05/12	05/15/2012	6770	873361	Best Buy Business Advantage Account	Site Survey	2142162110	8.97
2352	05/12	05/15/2012	6770	873361	Best Buy Business Advantage Account	Site Survey	3142162110	10.49
2352	05/12	05/15/2012	6770	873361	Best Buy Business Advantage Account	Site Survey	4142162110	1.20
2352	05/12	05/15/2012	6770	873361	Best Buy Business Advantage Account	Site Survey	5142162110	78.89
Total 2352:								
2353	05/12	05/15/2012	440	051512	BPA	Weatherization Lien HC#1817	5112011	140.00
Total 2353:								
2354	05/12	05/15/2012	450	11976163	BRATTAIN INTL. TRUCKS, INC	Fuel line	5140562201	290.00
Total 2354:								
2355	05/12	05/15/2012	670	5/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	0140462551	75.07
2355	05/12	05/15/2012	670	5/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	0140562071	899.58
2355	05/12	05/15/2012	670	5/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	0140762630	28.80
2355	05/12	05/15/2012	670	5/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	0540562439	134.99
2355	05/12	05/15/2012	670	5/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	0540562439	43.61
2355	05/12	05/15/2012	670	5/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	0540562439	34.46
2355	05/12	05/15/2012	670	5/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	0540562439	582.49
2355	05/12	05/15/2012	670	5/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	1740562551	21.30
2355	05/12	05/15/2012	670	5/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	2140562070	21.30

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
2355	05/12	05/15/2012	670	5/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	2140562070	65.17
2355	05/12	05/15/2012	670	5/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	2140562070	1,271.37
2355	05/12	05/15/2012	670	5/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	2140562070	21.30
2355	05/12	05/15/2012	670	5/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	2142162071	224.44
2355	05/12	05/15/2012	670	5/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	3140562070	36.39
2355	05/12	05/15/2012	670	5/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	3140562070	444.58
2355	05/12	05/15/2012	670	5/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	3140562070	21.30
2355	05/12	05/15/2012	670	5/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	3140562070	1,566.58
2355	05/12	05/15/2012	670	5/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	3140562070	21.30
2355	05/12	05/15/2012	670	5/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	4142162071	349.34
2355	05/12	05/15/2012	670	5/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	5140562800	21.30
2355	05/12	05/15/2012	670	5/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	5142162071	336.67
2355	05/12	05/15/2012	670	CL-320	CASCADE LOCKS LIGHT CO.	201017300log	5140562138	150.00
2355	05/12	05/15/2012	670	CL-321	CASCADE LOCKS LIGHT CO.	301877419joh	5140562138	150.00
2355	05/12	05/15/2012	670	CL-322	CASCADE LOCKS LIGHT CO.	400271000mil	5140562138	150.00
2355	05/12	05/15/2012	670	CL-323	CASCADE LOCKS LIGHT CO.	211901107gra	5140562138	150.00
2355	05/12	05/15/2012	670	CL-324	CASCADE LOCKS LIGHT CO.	100724806sou	5140562138	150.00
2355	05/12	05/15/2012	670	CL-325	CASCADE LOCKS LIGHT CO.	211913202par	5140562138	150.00
2355	05/12	05/15/2012	670	CL-326	CASCADE LOCKS LIGHT CO.	200099807spi	5140562138	150.00
2355	05/12	05/15/2012	670	CL-327	CASCADE LOCKS LIGHT CO.	211901614pop	5140562138	150.00
2355	05/12	05/15/2012	670	CL-328	CASCADE LOCKS LIGHT CO.	301877923mor	5140562138	150.00
2355	05/12	05/15/2012	670	SSS 5/12	CASCADE LOCKS LIGHT CO.	Senior Sewer Subsidy	0140862025	227.00
Total 2355:								
								7,723.27
2356	05/12	05/15/2012	740	35796-03	CASELLE, INC.	Final Software Payment	5640563941	10,500.00
2356	05/12	05/15/2012	740	42288	CASELLE, INC.	6/1/12-6/30/12 Support	0140162082	126.00
2356	05/12	05/15/2012	740	42288	CASELLE, INC.	6/1/12-6/30/12 Support	0340562082	31.00
2356	05/12	05/15/2012	740	42288	CASELLE, INC.	6/1/12-6/30/12 Support	0540562082	26.00
2356	05/12	05/15/2012	740	42288	CASELLE, INC.	6/1/12-6/30/12 Support	2140562082	224.00
2356	05/12	05/15/2012	740	42288	CASELLE, INC.	6/1/12-6/30/12 Support	3140562082	199.00
2356	05/12	05/15/2012	740	42288	CASELLE, INC.	6/1/12-6/30/12 Support	4140562082	58.00
2356	05/12	05/15/2012	740	42288	CASELLE, INC.	6/1/12-6/30/12 Support	4140562082	31.00
2356	05/12	05/15/2012	740	42288	CASELLE, INC.	6/1/12-6/30/12 Support	5140562082	392.00
2356	05/12	05/15/2012	740	42288	CASELLE, INC.	6/1/12-6/30/12 Support	5140662082	63.00
Total 2356:								
								11,650.00
2357	05/12	05/15/2012	1120	A6074	COLUMBIA HARDWARE, LLC	key ring/hinge	5140562770	20.28
2357	05/12	05/15/2012	1120	A7080	COLUMBIA HARDWARE, LLC	concrete	1740562519	18.45

City of Cascade Locks

Check Register - By Check No.

Check Issue Dates: 5/15/2012 - 5/15/2012

May 15, 2012 12:29PM

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
2357	05/12	05/15/2012	1120	A7080	COLUMBIA HARDWARE, LLC	sign/light	3140562560	25.42
2357	05/12	05/15/2012	1120	A7512	COLUMBIA HARDWARE, LLC	paver/mortar	5140562770	7.78
2357	05/12	05/15/2012	1120	A8959	COLUMBIA HARDWARE, LLC	tools/parts	0340562560	40.31
2357	05/12	05/15/2012	1120	B7801	COLUMBIA HARDWARE, LLC	galvanized tee	0140462520	2.39
2357	05/12	05/15/2012	1120	B8030	COLUMBIA HARDWARE, LLC	Misc Inventory	5140562770	49.71
2357	05/12	05/15/2012	1120	B9029	COLUMBIA HARDWARE, LLC	keys/flight	0140462520	31.14
2357	05/12	05/15/2012	1120	B9029	COLUMBIA HARDWARE, LLC	ear muff	5140562770	14.79
2357	05/12	05/15/2012	1120	B9100	COLUMBIA HARDWARE, LLC	chain and pail	5140662770	5.98
Total 2357:								216.25
2358	05/12	05/15/2012	1210	15619120	COMMUNITY NEWSPAPERS, INC	Angela Coe Walk	0840562160	224.00
2358	05/12	05/15/2012	1210	15619121	COMMUNITY NEWSPAPERS, INC	Garage Sale Ad	0840562160	224.00
Total 2358:								448.00
2359	05/12	05/15/2012	1480	WQ13WSC-0	DEPT. OF ENVIRONMENTAL QUALITY	Program Support Fee	3140562860	60.00
Total 2359:								60.00
2360	05/12	05/15/2012	1540	61158-04301	DMV SERVICES STATE OF OREGON	Driving Records	0540562110	3.00
Total 2360:								3.00
2361	05/12	05/15/2012	4910	600131903D	Gary King	Refund Deposit	5121130	222.76
Total 2361:								222.76
2362	05/12	05/15/2012	2080	1.3812164	GLOBALSTAR	Sat Phone	0540562050	59.38
Total 2362:								59.38
2363	05/12	05/15/2012	2280	43012	Gyda Ann Haight	Reimburse for Flowers	0140562121	84.71
Total 2363:								84.71
2364	05/12	05/15/2012	2420	6102	HOOD RIVER CO. - FINANCE	April Deputy Service	0141962250	7,021.50
2364	05/12	05/15/2012	2420	6166	HOOD RIVER CO. - FINANCE	911 Tax	0640562140	1,450.93

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 2364:								
2365	05/12	05/15/2012	2500	109720	HOOD RIVER FIRE DEPT.	Contracted Aid Response Fall 2011	0540562110	8,472.43
2365	05/12	05/15/2012	2500	109720	HOOD RIVER FIRE DEPT.	Administration Contract	0540562114	481.25
Total 2365:								
2366	05/12	05/15/2012	2530	2045-737981	HOOD RIVER GARBAGE SVC.	Drop Box Delivery	0540562439	12,981.25
Total 2366:								
2367	05/12	05/15/2012	2550	125120	HOOD RIVER HEALTH DEPT.	Immunizations for EMS Volunteers	0540562017	65.21
Total 2367:								
2368	05/12	05/15/2012	2680	050712	HUPP JR., TRACY N.	Reimburse Mileage	5140562020	57.25
2368	05/12	05/15/2012	2680	050712B	HUPP JR., TRACY N.	Reimburse Mileage	5140562020	33.75
Total 2368:								
2369	05/12	05/15/2012	4910	100042510D	Jamie Jenness	Refund Deposit	5121130	11.00
Total 2369:								
2370	05/12	05/15/2012	2830	042012	JEFF PRICHER	Reimburse for HazMAT class	0540562020	44.75
Total 2370:								
2371	05/12	05/15/2012	4910	211922414D	Julie Hendrickson	Refund Deposit	5121130	75.65
Total 2371:								
2372	05/12	05/15/2012	2970	050712	Koch Consulting, INC.	Interim CA Services	0140162093	1,395.12
2372	05/12	05/15/2012	2970	050712	Koch Consulting, INC.	Interim CA Services	0140262093	163.85
2372	05/12	05/15/2012	2970	050712	Koch Consulting, INC.	Interim CA Services	0340562093	163.85
2372	05/12	05/15/2012	2970	050712	Koch Consulting, INC.	Interim CA Services	0542162093	133.54
2372	05/12	05/15/2012	2970	050712	Koch Consulting, INC.	Interim CA Services	2142162093	41.24
2372	05/12	05/15/2012	2970	050712	Koch Consulting, INC.	Interim CA Services	3142162093	41.24
2372	05/12	05/15/2012	2970	050712	Koch Consulting, INC.	Interim CA Services	4142162093	36.77
2372	05/12	05/15/2012	2970	050712	Koch Consulting, INC.	Interim CA Services	3142162093	98.65
2372	05/12	05/15/2012	2970	050712	Koch Consulting, INC.	Interim CA Services	4142162093	98.90
2372	05/12	05/15/2012	2970	050712	Koch Consulting, INC.	Interim CA Services	4142162093	68.30

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
2372	05/12	05/15/2012	2970	050712	Koch Consulting, INC.	Interim CA Services	5142162093	304.20
2372	05/12	05/15/2012	2970	051512	Koch Consulting, INC.	Interim CA Services	0140162093	404.75
2372	05/12	05/15/2012	2970	051512	Koch Consulting, INC.	Interim CA Services	0140262093	125.00
2372	05/12	05/15/2012	2970	051512	Koch Consulting, INC.	Interim CA Services	0340562093	125.00
2372	05/12	05/15/2012	2970	051512	Koch Consulting, INC.	Interim CA Services	0542162093	117.50
2372	05/12	05/15/2012	2970	051512	Koch Consulting, INC.	Interim CA Services	2142162093	299.00
2372	05/12	05/15/2012	2970	051512	Koch Consulting, INC.	Interim CA Services	3142162093	299.75
2372	05/12	05/15/2012	2970	051512	Koch Consulting, INC.	Interim CA Services	4142162093	207.00
2372	05/12	05/15/2012	2970	051512	Koch Consulting, INC.	Interim CA Services	5142162093	922.00
Total 2372:								3,324.84
2373	05/12	05/15/2012	2980	2094744-00	L.N. CURTIS & SONS	Battery	0540562350	176.39
2373	05/12	05/15/2012	2980	2094744-01	L.N. CURTIS & SONS	Battery	0540562350	148.70
Total 2373:								325.09
2374	05/12	05/15/2012	3070	885171	LES SCHWAB TIRE CENTER	Tires	0140162020	154.16
2374	05/12	05/15/2012	3070	885171	LES SCHWAB TIRE CENTER	Tires	2140562020	45.25
2374	05/12	05/15/2012	3070	885171	LES SCHWAB TIRE CENTER	Tires	3140562020	32.01
2374	05/12	05/15/2012	3070	885171	LES SCHWAB TIRE CENTER	Tires	4142162020	4.42
2374	05/12	05/15/2012	3070	885171	LES SCHWAB TIRE CENTER	Tires	5140562020	132.08
Total 2374:								367.92
2375	05/12	05/15/2012	3160	051212	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	0140462641	15.95
2375	05/12	05/15/2012	3160	051412	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	0140162020	2.00
2375	05/12	05/15/2012	3160	051412	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	0140162870	41.00
2375	05/12	05/15/2012	3160	051412	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	2142162055	3.75
2375	05/12	05/15/2012	3160	051412	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	3142162055	3.74
Total 2375:								66.44
2376	05/12	05/15/2012	6768	050712	Michael Kreiselmeier	Partial Refund of BB Connect Fee	4130643700	25.00
Total 2376:								25.00
2377	05/12	05/15/2012	3490	96-01-01 5/1	MID-COLUMBIA ECONOMIC	Loan 96-01-01	4640562711	1,167.60
2377	05/12	05/15/2012	3490	96-01-01 5/1	MID-COLUMBIA ECONOMIC	Loan 96-01-01	4640562712	351.08
2377	05/12	05/15/2012	3490	96-01-02 5/1	MID-COLUMBIA ECONOMIC	Loan 96-01-02	4640562711	944.28

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
2377	05/12	05/15/2012	3490	96-01-02 5/1	MID-COLUMBIA ECONOMIC	Loan 96-01-02	4640562712	321.28
Total 2377:								
2378	05/12	05/15/2012	3770	22-201204	NET ASSETS	Title Search	0140162110	3.00
2378	05/12	05/15/2012	3770	22-201204	NET ASSETS	Title Search	0542162110	.18
2378	05/12	05/15/2012	3770	22-201204	NET ASSETS	Title Search	2142162110	.71
2378	05/12	05/15/2012	3770	22-201204	NET ASSETS	Title Search	3142162110	.82
2378	05/12	05/15/2012	3770	22-201204	NET ASSETS	Title Search	4142162110	.09
2378	05/12	05/15/2012	3770	22-201204	NET ASSETS	Title Search	5142162110	6.20
Total 2378:								
2379	05/12	05/15/2012	4070	2040330	ONE CALL CONCEPTS, INC.	locate services	5140562110	68.25
Total 2379:								
2380	05/12	05/15/2012	4090	53393	OPERATIONS MANAGEMENT INTERN	Retro Billing July-Feb	3140562700	1,296.00
2380	05/12	05/15/2012	4090	53425	OPERATIONS MANAGEMENT INTERN	Repairs Invoice Dec 2011	3140562700	1,071.82
2380	05/12	05/15/2012	4090	53777	OPERATIONS MANAGEMENT INTERN	Repairs Invoice Feb 2012	3140562700	322.76
Total 2380:								
2381	05/12	05/15/2012	4530	6638382	PAPE MACHINERY	washer harde	0140462520	36.43
Total 2381:								
2382	05/12	05/15/2012	6789	04-29-587	PARC Resources, LLC	LLA S. Foster	0140282090	198.00
Total 2382:								
2383	05/12	05/15/2012	4610	412015581	PHYSIO-CONTROL, INC.	Heart Monitor Contract	0540562443	1,818.48
Total 2383:								
2384	05/12	05/15/2012	4630	5501915461	PITNEY BOWES - SUPPLIES	Meter Ink	0140162010	17.32
2384	05/12	05/15/2012	4630	5501915461	PITNEY BOWES - SUPPLIES	Meter Ink	0140262010	2.20
2384	05/12	05/15/2012	4630	5501915461	PITNEY BOWES - SUPPLIES	Meter Ink	0542162010	.31
2384	05/12	05/15/2012	4630	5501915461	PITNEY BOWES - SUPPLIES	Meter Ink	2142162010	6.30
2384	05/12	05/15/2012	4630	5501915461	PITNEY BOWES - SUPPLIES	Meter Ink	3142162010	5.69

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
2384	05/12	05/15/2012	4630	5501915461	PITNEY BOWES - SUPPLIES	Meter Ink	4142162010	1.90
2384	05/12	05/15/2012	4630	5501915461	PITNEY BOWES - SUPPLIES	Meter Ink	5142162010	27.47
Total 2384:								61.19
2385	05/12	05/15/2012	4960	86914527	Ricoh USA, Inc.	Rental/Copies	0140162110	14.44
2385	05/12	05/15/2012	4960	86914527	Ricoh USA, Inc.	Rental/Copies	0140162120	37.54
2385	05/12	05/15/2012	4960	86914527	Ricoh USA, Inc.	Rental/Copies	0540562120	22.36
2385	05/12	05/15/2012	4960	86914527	Ricoh USA, Inc.	Rental/Copies	0542162110	.85
2385	05/12	05/15/2012	4960	86914527	Ricoh USA, Inc.	Rental/Copies	2142162110	3.39
2385	05/12	05/15/2012	4960	86914527	Ricoh USA, Inc.	Rental/Copies	2142162120	22.36
2385	05/12	05/15/2012	4960	86914527	Ricoh USA, Inc.	Rental/Copies	3142162110	3.96
2385	05/12	05/15/2012	4960	86914527	Ricoh USA, Inc.	Rental/Copies	3142162120	17.88
2385	05/12	05/15/2012	4960	86914527	Ricoh USA, Inc.	Rental/Copies	4142162110	.46
2385	05/12	05/15/2012	4960	86914527	Ricoh USA, Inc.	Rental/Copies	4142162110	19.67
2385	05/12	05/15/2012	4960	86914527	Ricoh USA, Inc.	Rental/Copies	5142162110	29.82
2385	05/12	05/15/2012	4960	86914527	Ricoh USA, Inc.	Rental/Copies	5142162121	49.17
Total 2385:								221.90
2386	05/12	05/15/2012	5040	117 X	ROCKRANCH ENTERPRISES	Contract PW Super	0140262080	19.10
2386	05/12	05/15/2012	5040	117 X	ROCKRANCH ENTERPRISES	Contract PW Super	0140462080	248.30
2386	05/12	05/15/2012	5040	117 X	ROCKRANCH ENTERPRISES	Contract PW Super	0340562080	439.30
2386	05/12	05/15/2012	5040	117 X	ROCKRANCH ENTERPRISES	Contract PW Super	2140562080	706.70
2386	05/12	05/15/2012	5040	117 X	ROCKRANCH ENTERPRISES	Contract PW Super	3140562080	496.60
Total 2386:								1,910.00
2387	05/12	05/15/2012	5160	69110	SAWTOOTH TECHNOLOGIES, LLC	Internet Service	4140662050	802.00
Total 2387:								802.00
2388	05/12	05/15/2012	5190	159269	SEA WESTERN	Boots	0540562350	317.95
2388	05/12	05/15/2012	5190	160202	SEA WESTERN	02 Sensor	0540562350	189.99
Total 2388:								507.84
2389	05/12	05/15/2012	4910	600147201D	Sharilyn Foley	Refund Deposit	5121130	298.10

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 2389:								
2390	05/12	05/15/2012	5460	043012	Sosnkowski & Cleaveland P.C.	Attorney Fees	0140162100	298.10
2390	05/12	05/15/2012	5460	043012	Sosnkowski & Cleaveland P.C.	Attorney Fees	0140262100	414.00
2390	05/12	05/15/2012	5460	043012	Sosnkowski & Cleaveland P.C.	Attorney Fees	0542162100	101.00
2390	05/12	05/15/2012	5460	043012	Sosnkowski & Cleaveland P.C.	Attorney Fees	2142162100	13.00
2390	05/12	05/15/2012	5460	043012	Sosnkowski & Cleaveland P.C.	Attorney Fees	3142162100	138.00
2390	05/12	05/15/2012	5460	043012	Sosnkowski & Cleaveland P.C.	Attorney Fees	4142162100	232.00
2390	05/12	05/15/2012	5460	043012	Sosnkowski & Cleaveland P.C.	Attorney Fees	5142162100	34.00
2390	05/12	05/15/2012	5460	043012	Sosnkowski & Cleaveland P.C.	Attorney Fees	5142162100	677.00
Total 2390:								
2391	05/12	05/15/2012	5500	854798819 5	SPRINT	Fire Cell	0540562050	1,609.00
Total 2391:								
2392	05/12	05/15/2012	5510	8021749836	STAPLES CONTRACT & COMMERCIA	Office Supplies	0140162010	32.33
2392	05/12	05/15/2012	5510	8021749836	STAPLES CONTRACT & COMMERCIA	Office Supplies	0140262010	4.08
2392	05/12	05/15/2012	5510	8021749836	STAPLES CONTRACT & COMMERCIA	Office Supplies	2142162010	11.80
2392	05/12	05/15/2012	5510	8021749836	STAPLES CONTRACT & COMMERCIA	Office Supplies	3142162010	10.55
2392	05/12	05/15/2012	5510	8021749836	STAPLES CONTRACT & COMMERCIA	Office Supplies	4142162010	3.52
2392	05/12	05/15/2012	5510	8021749836	STAPLES CONTRACT & COMMERCIA	Office Supplies	5142162010	51.17
Total 2392:								
2393	05/12	05/15/2012	5640	SI-124035	Swissphone, LLC	Sales Invoice	0540562350	113.45
Total 2393:								
2394	05/12	05/15/2012	5750	43012	THE DALLES CHRONICLE	Visitor's Guide	0640562160	7.22
Total 2394:								
2395	05/12	05/15/2012	6070	809607	TWGW, INC NAPA AUTO PARTS	Battery/core deposits	0140462520	837.00
2395	05/12	05/15/2012	6070	811175	TWGW, INC NAPA AUTO PARTS	Battery/core deposits	0540562441	36.13
2395	05/12	05/15/2012	6070	811886	TWGW, INC NAPA AUTO PARTS	power steering pumimp	5140562201	228.70
2395	05/12	05/15/2012	6070	811973	TWGW, INC NAPA AUTO PARTS	power steering pump puller tool	5140562201	120.55
Total 2395:								

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 2395:								
2396	05/12	05/15/2012	6771	042712	Virginia Fitzpatrick	Landscaping Fabric	0140562121	427.37
Total 2396:								
2397	05/12	05/15/2012	4910	100081702D	William or Chrtsti Kirwan	Refund Deposit	5121130	135.44
Total 2397:								
2398	05/12	05/15/2012	6690	051112	WOOSLEY, KATHY	Reimburse Mileage	0140162020	21.20
2398	05/12	05/15/2012	6690	051112	WOOSLEY, KATHY	Reimburse Mileage	2142162020	6.22
2398	05/12	05/15/2012	6690	051112	WOOSLEY, KATHY	Reimburse Mileage	3142162020	4.40
2398	05/12	05/15/2012	6690	051112	WOOSLEY, KATHY	Reimburse Mileage	4142162020	.61
2398	05/12	05/15/2012	6690	051112	WOOSLEY, KATHY	Reimburse Mileage	5142162020	18.17
Total 2398:								
2399	05/12	05/15/2012	6700	18961	XTC TRUCK & TOY	Work on Spreader	0340562560	300.00
Total 2399:								
2400	05/12	05/15/2012	6730	420121980	ZCORUM INC.	Internet	4140662730	915.50
Total 2400:								
2401	05/12	05/15/2012	6767	63067775	Zep Sales and Service	weed defoliant	5140562900	170.38
Total 2401:								
5151201	05/12	05/15/2012	6090	2974 4/12	U S BANK CC	Meals	0140162020	7.73 M
5151201	05/12	05/15/2012	6090	2974 4/12	U S BANK CC	Meals	2142162020	2.27 M
5151201	05/12	05/15/2012	6090	2974 4/12	U S BANK CC	Meals	3142162020	1.61 M
5151201	05/12	05/15/2012	6090	2974 4/12	U S BANK CC	Meals	4142162020	.22 M
5151201	05/12	05/15/2012	6090	2974 4/12	U S BANK CC	Meals	5142162020	6.62 M
Total 5151201:								
5151202	05/12	05/15/2012	6090	8827 4/12	U S BANK CC	Safety Vest	5140562210	168.95 M

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
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Total 5151202:

168.95

Grand Totals:

64,715.77

STAFF REPORT

Date Prepared: May 18, 2012

For City Council Meeting on: May 29, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Paul Koch, Interim City Administrator **PK**

APPROVED BY: N/A

SUBJECT: Approval of annual amendment with OMI for operation of sewer treatment plant

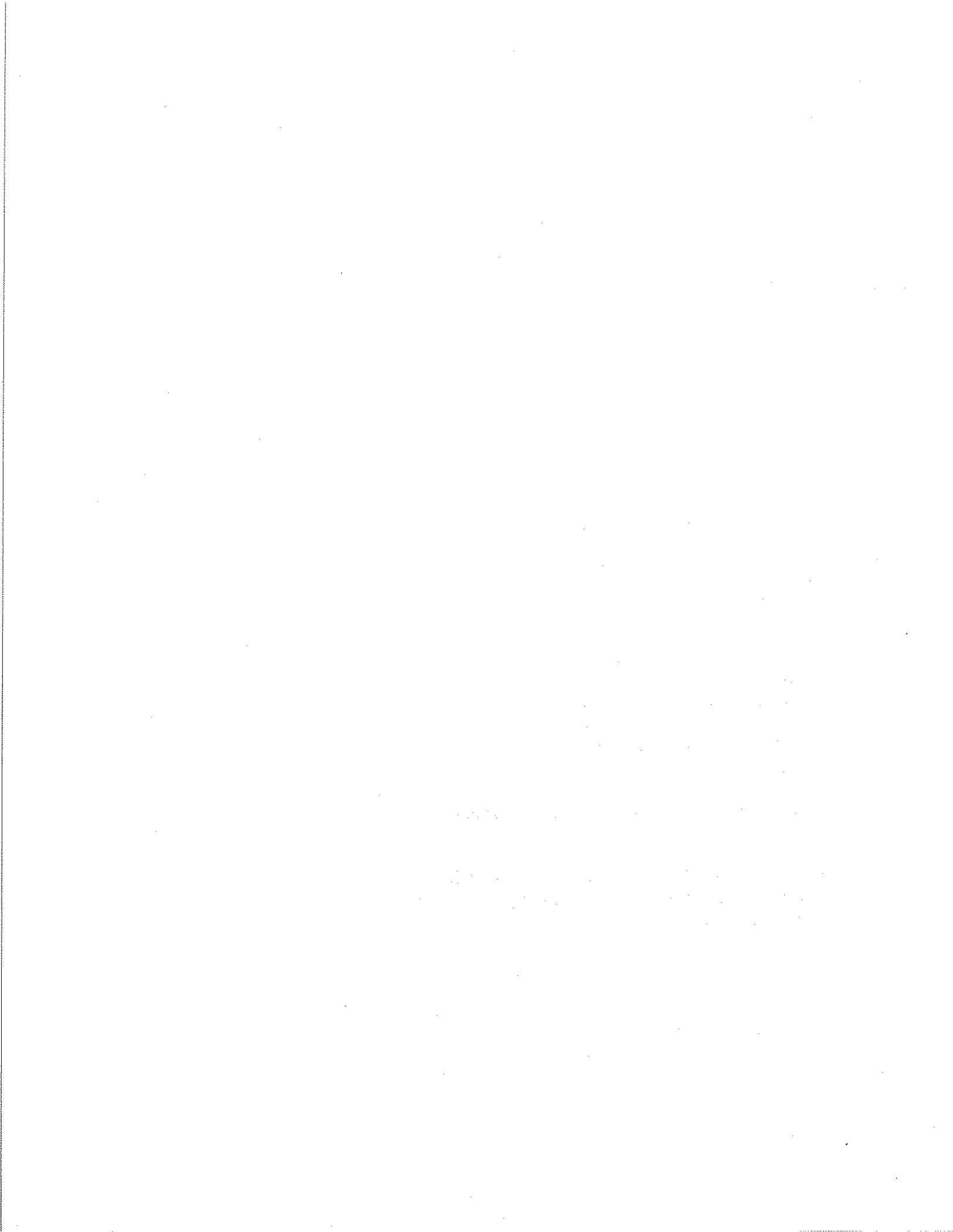
SYNOPSIS: The City has a five year contract with OMI (a subsidiary of CH2MHill Engineering) for the operation of the City's sewer treatment plant. The proposed amendment deals with the increased costs for the service for the 2012-13 budget year. The amendment documents the increased cost for the service. The amendment also sets a limit on the amount of money to be paid by OMI for repairs and caps that amount at \$3,000.

This is a routine matter and already covered in the Five Year Agreement as well as covered in the proposed 2012-13 budget. The new agreement amendment was adopted on January 9, 2012. The agreement will be in place until June 30, 2016.

RECOMMENDATION; That City Council include approval of this amendment in the Consent Agenda.

Legal Review: The attorney has reviewed the proposed amanedment and finds no problem with it.

Finance Review: The cost for the contract with OMI currently (2011-12 budget) is \$83,471. The new annualized cost for the service is \$85,275. That amount is included in the proposed budget for 2012-13.





CH2M HILL
818 Riverside Drive
Hood River, OR 97031
Tel 541.386.2432
Fax 541.386.6236

May 14, 2012

Paul Koch
(Interim) City Administrator
City of Cascade Locks
P.O. Box 308
Cascade Locks, OR 97014

RE: Contract Amendment #6 for Operations, Maintenance, and Management Services

Dear Mr. Koch:

Attached are two copies of Amendment #6 to the Agreement for operations, maintenance and management of the City of Cascade Locks Wastewater Treatment Facility for the five year contract period July 1, 2011 through June 30, 2016.

Following review and approval please have Mayor Lance Masters sign both copies of the Amendment, retain one signed copy for City files and return one signed copy to Project Manager, Doug Nichols in Hood River.

We at CH2M HILL truly value our long standing partnership with the City of Cascade Locks since 1984 and look forward to many more years. If you have any questions please feel free to contact me at 541.386.2432.

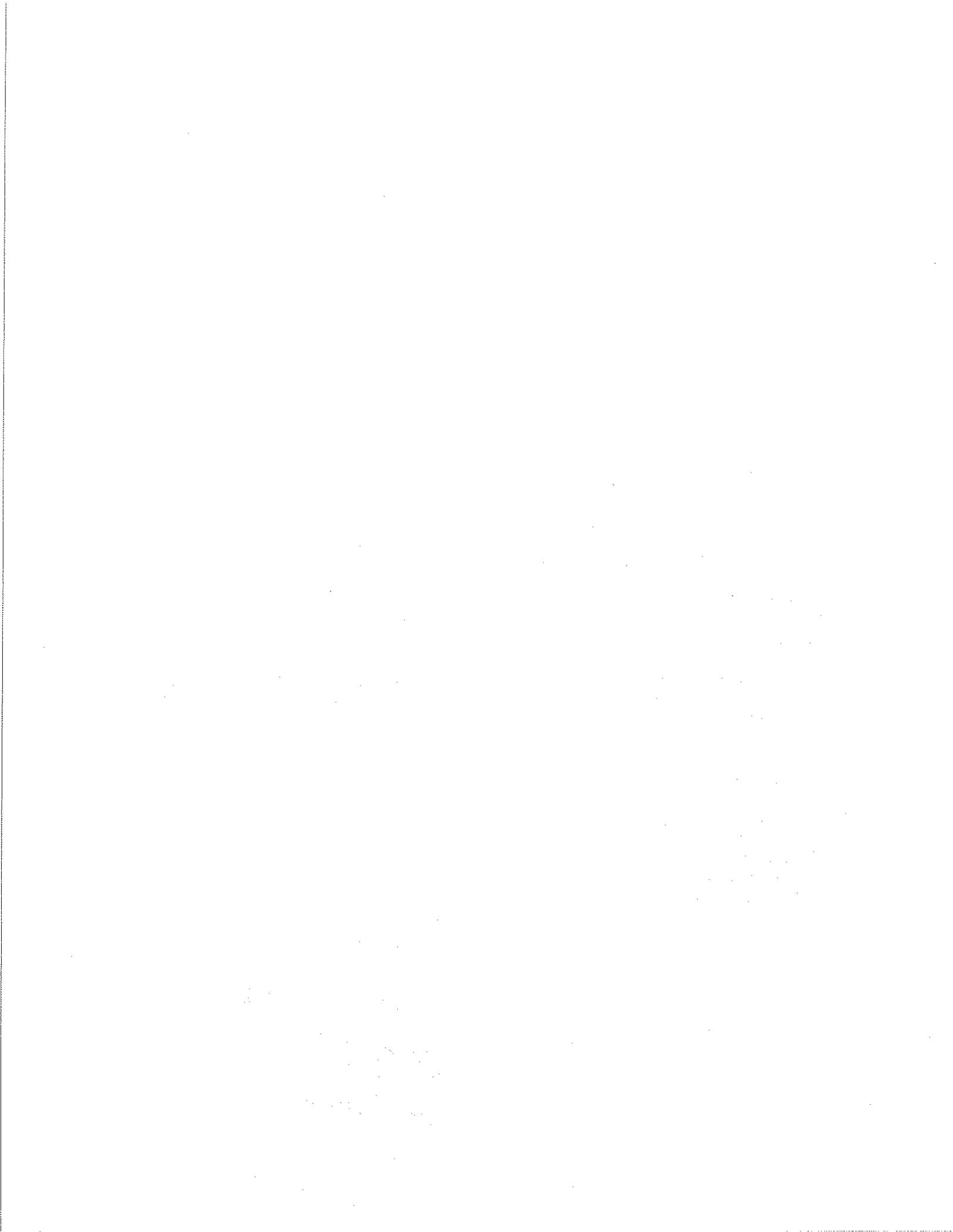
Respectfully,

A handwritten signature in cursive script that reads "Doug Nichols".

Doug Nichols
Project Manager,
CH2M HILL

A rectangular sticky note with handwritten text in cursive. The text reads: "OM 1", "Annual Report", "July 23", and "on Server".

OM 1
Annual Report
July 23
on Server



AMENDMENT NO. 6
to the
AGREEMENT FOR WASTEWATER FACILITIES
OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES
for the
CITY OF CASCADE LOCKS, OREGON

This Amendment No. 6 (the "Amendment") to the Agreement for Wastewater Facilities Operations, Maintenance and Management Services for the City of Cascade Locks, Oregon (the "Agreement") is made and entered into this 1st day of July 2012 by and between the City of Cascade Locks, Oregon (hereinafter "Owner") and Operations Management International, Inc. (hereinafter "CH2M HILL OMI").

NOW THEREFORE, Owner and CH2M HILL OMI agree to amend the Agreement as follows:

1. Article 4.1 is hereby deleted in its entirety and is replaced with the following:

Owner shall pay to CH2M HILL OMI as total compensation for services performed under this Agreement a Base Fee of Eighty-five Thousand, Two Hundred Seventy-five Dollars (\$85,275) for the contract year commencing July 1, 2012 and ending June 30, 2013. Subsequent years' Base Fees shall be determined as hereinafter specified. Upon each contract year negotiation, CH2M HILL OMI shall continue to invoice Owner at the previous amount until the new contract price is agreed upon. Upon written notice agreement between the parties as to the new contract year base fee, CH2M HILL OMI shall issue an invoice retroactively adjusting the previous base fee amount.

3. Article 4.6 is hereby deleted in its entirety and is replaced with the following:

The total amount CH2M HILL OMI shall be required to pay for Repairs to the wastewater facilities specified herein shall not exceed the annual Repairs limit of Three Thousand (\$3,000.00) for the contract year commencing July 1, 2012 and ending June 30, 2013 of this Agreement.

3. Article 4.2 is hereby deleted in its entirety and is replaced with the following:

Compensation for services performed is based on the following Project characteristics:

Flow	0.137	million gallons per day
TBOD ₅	276	pounds per day
TSS	406	pounds per day

4. Modify Article 4.3 by replacing the first sentence of the Article with the following:

"The above characteristics are the actual twelve (12) months average for the 2011 calendar year."

BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

This Amendment No. 6 together with all previous Amendments and the Agreement constitute the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of this Amendment by their signatures below.

**OPERATIONS MANAGEMENT
INTERNATIONAL, INC.**

CITY OF CASCADE LOCKS, OREGON

Authorized Signature:

Authorized Signature:



Name: Natalie L. Eldredge

Title: Vice President and
Business Manager

Date: 4/24/12

Name: Lance Masters

Title: Mayor

Date: _____

B.L.K.
4/24/12



CH2MHILL

CH2M HILL
818 Riverside Drive
Hood River, OR 97031
Tel 541.386.2432
Fax 541.386.6236

May 14, 2012

Paul Koch
(Interim) City Administrator
City of Cascade Locks
PO Box 308
Cascade Locks, OR 97014

Dear Mr. Koch:

This letter is to advise you of the proposed fee for the contract period July 1, 2012 through June 30, 2013 for the operation and maintenance of the City of Cascade Locks' Wastewater Treatment Plant and lift stations. The proposed fee is \$85,275 which is a modest \$1,804 or 2.1% increase from the 2011-2012 contract year. CH2M HILL is sensitive to the continuing economic situation of our clients and has worked hard to hold down costs wherever possible.

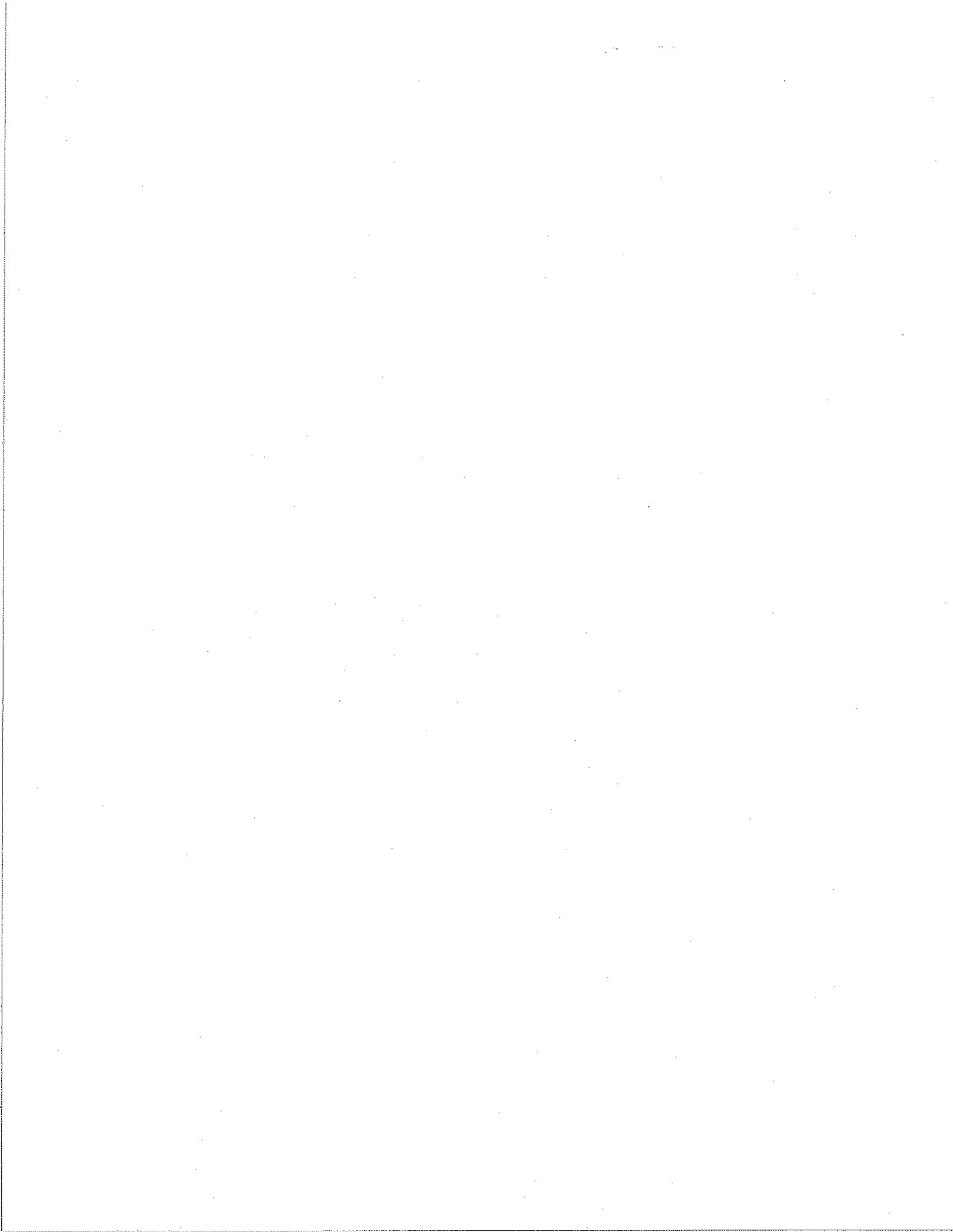
Explanations for the increased costs:

- Annual inflationary adjustments for labor, benefits and workers compensation. Labor costs are adjusted annually to keep the company competitive and reduce associate turnover. As you know the cost of health insurance continues to rise rapidly and to help hold down costs to our clients CH2M HILL associates are co-paying a 25-27.5% share of benefit costs.
- The proposed fee includes a \$750 increase to the repair budget from the current \$2,250 to \$3,000.
- A 43% increase for outside laboratory services to compensate for increased costs for ammonia nitrogen analysis and annual certified lab equipment calibration work.
- A 55% increase for purchasing lab supplies necessary for process control analysis and NPDES permit required testing. Changes to lab test procedures and the rising cost of lab supplies is driving the necessary increase.

I would like to personally thank the City of Cascade Locks for allowing CH2M HILL the opportunity of providing full contract services since 1984 and hope our partnership continues for many years to come. Please contact me at 541/386-2432 if any further information is needed.

Respectfully,

Doug Nichols
Project Manager, CH2M HILL



AGENDA ITEM NO 5a.

STAFF REPORT

Date Prepared: May 22, 2012

For City Council Meeting on: May 29, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Dave Griffin, Consulting PWS

APPROVED BY: Paul Koch, ICA. 

SUBJECT: Approving Coburn Electric Costs for Repairs to the WWTP in December 2011

SYNOPSIS: During December 2011 the blowers at the Wastewater Treatment Plant failed to operate. Field Supervisor Sheldon Price contacted Coburn Electric who met with Sheldon and the OMI Operator at the WWTP. The blowers are a necessary item to provide treatment. Coburn Automation has proven to be the lowest priced qualified SCADA/Electrical Integrator and supplier for this type of work. The parts were ordered to get the project completed and the WWTP back in operation ASAP.

The total cost for parts and labor is \$2,534.26. This expenditure is not covered under the OMI agreement. The City is fully responsible for this cost.

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

CITY COUNCIL OPTIONS: City Council has the following options at this time.

1. Approve the payment as recommended
2. Take no action.
3. Take additional action as desired by City Council.

RECOMMENDATION: That City Council, by motion, approve payment of the Coburn Electric invoice for repairs to the Wastewater Treatment Plant in the amount of \$2,534.26.

Legal Review and Opinion: N/A.

Financial review and status: The approved budget for the Sewer Department contains \$5,000 in Materials, Parts and Supplies for such repairs. Following this payment of \$2,534.26 there will be a negative balance of \$333.15 in this line item. The Materials and Services category has sufficient funds to cover this overage in this line item.

BACKGROUND INFORMATION:

- 1. The Public Works Field Supervisor called Coburn Electric who immediately responded and fixed the problem.**
- 2. Since the repair, the system has worked normally and within required standards.**
- 3. A copy of the invoice for the work is attached for City Council information.**

WILSON
ELECTRIC
 P.O. BOX 118
 HOOD RIVER, OREGON 97031
 INC. (541) 354-1163 • FAX (541) 354-1160

APR 10 2012

CUSTOMER #: CTYCL
 INVOICE #: A11116
 INVOICE DATE: 04/09/12
 DUE DATE: 04/19/12

BILL TO:

CITY OF CASCADE LOCKS
 140 SW WA-NA-PA
 P.O. BOX 308
 CASCADE LOCKS, OR 97014

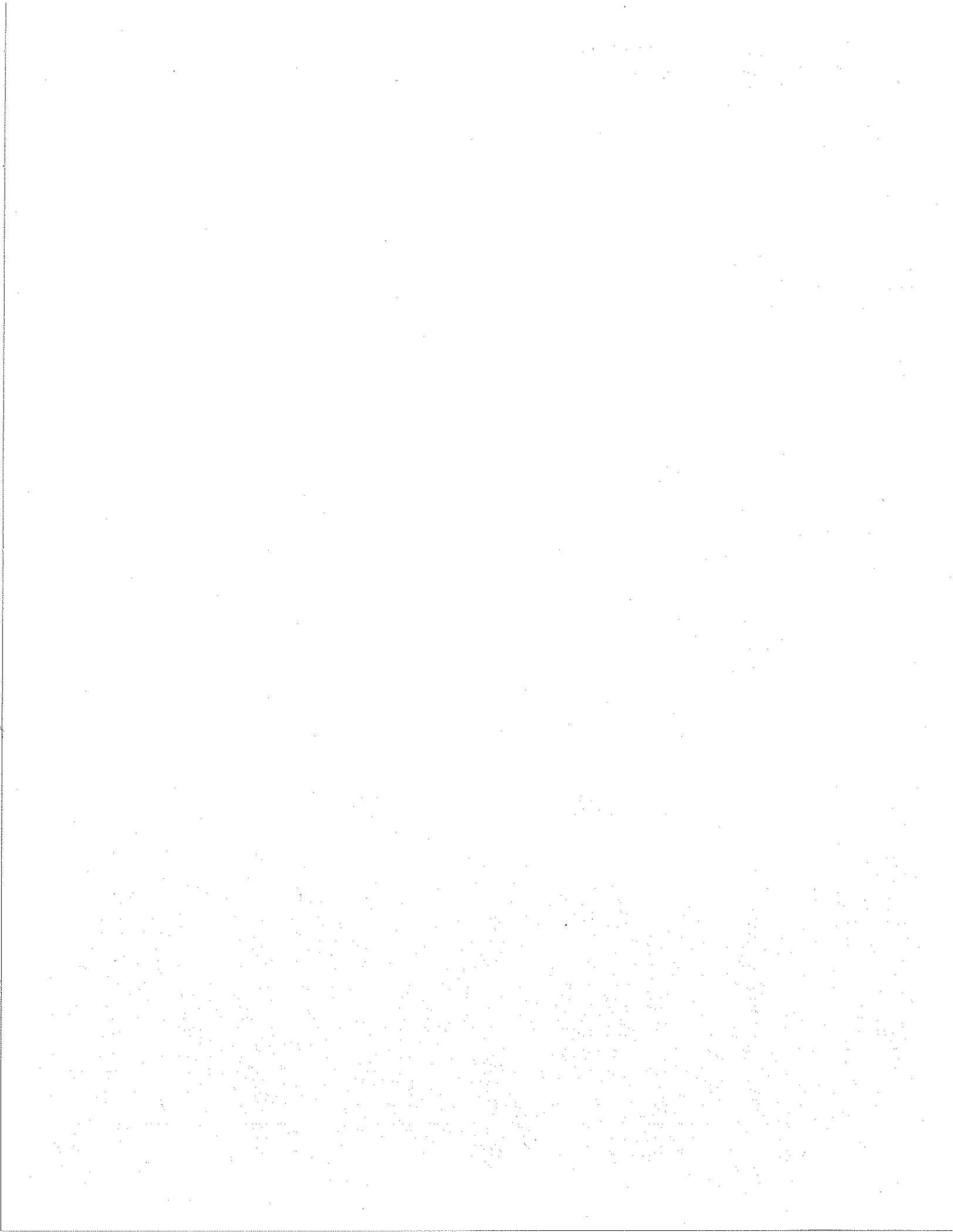
JOB: A11116

CITY OF CASCADE LOCKS/WWTP

DESCRIPTION	QUANTITY	PRICE	AMOUNT
REPAIRED MOTORIZED VALVE FOR WASTE WATER TREATMENT PLANT			
LABOR			
12/01/11 JON CARTER	4.00 hrs	50.00 / hrs	200.00
12/01/11 SUPERVISOR - CARTER	4.00 hrs	85.50 / hrs	342.00
TOTAL LABOR:			<u>542.00</u>
MATERIAL			
CIRCUIT BOARD	1.00	1925.000	1,925.00
EDGE CONN	1.00	17.880	17.88
EDGE CONN INSERT	1.00	1.880	1.88
FUSE HOLDER	1.00	8.500	8.50
POWER TRANSFORMER	1.00	39.000	39.00
TOTAL MATERIAL:			<u>1,992.26</u>
		NET DUE:	<u>2,534.26</u>

TERMS: 1 1/2% PER MONTH WILL BE CHARGED ON OVERDUE ACCOUNTS
 ACCOUNTS MAY BE PAID BY VISA OR MASTERCARD! THANK YOU!

(SP)
 10/11/12



STAFF REPORT

Date Prepared: May 18, 2012

For City Council Meeting on: May 29, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Paul Koch, Interim City Administrator

APPROVED BY: N/A

SUBJECT: Authorization to purchase a used mower from State Surplus

SYNOPSIS: The City's mower for rough to mow areas has broken and replacing parts or rebuilding it will be almost as much as purchasing a used mower from State Surplus. The mowing season is upon us and having this piece of equipment is necessary for the effective and efficient completion of Public Works Crew work.

Public Works staff has found a used mower in excellent condition in State Surplus. This used mower came from the City of Wilsonville. It is on hold for Cascade Locks and will be available for the City to purchase until May 30, 2012. In determining the best, most cost effective manner by which to solve this problem, we have looked at renting or leasing a mower. We also looked at borrowing a mower from the Port and even began discussing more closely coordinating some of the City maintenance functions with the Port. Having one of the jurisdictions do the mowing in exchange for doing something else is possible, but that will take time to effectively work out the details and then develop the appropriate IGA.

Public Works Staff has looked at a variety of options and made considerable effort to keep the cost to the City down. The cost for a new mower would be in the \$10,000 range and up. The Public Works Department currently has \$5,000 in the Capital Reserve Fund that could be used for such equipment.

The type of mowing is primarily rough and the following areas will be mowed by this piece of equipment:

- WaNaPa Street corridor
- Ruckel St. Lift Station
- City well property
- Sewer treatment plant property
- Ball field at the airport

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

OPTIONS: City Council has the following options at this time.

1. Approve the recommendation as submitted.
2. Deny the expenditure.
3. Direct staff to seek other alternatives.
4. Other options as City Council may desire.

RECOMMENDATION; That City Council, by motion, authorize the purchase of a used mower for \$5,000 from State surplus.

[Sample Motion: I move that staff be authorized to purchase a used mower from State Surplus for \$5,000.]

Legal Review: N/A.

Finance Review: Public Works Department has \$10,000 in the Capital Reserve Fund/Property that can be used to make this purchase. If approved, the balance in that account will be \$5,000. This purchase would replace the funding for the City key system which was previously proposed.

BACKGROUND INFORMATION:

1. The old Kubota mower had been used for 25 years. The rear axle is broken and it is estimated to cost \$3,000 to fix the mower.
2. The cost for a similar new mower would be about \$10,000.

STAFF REPORT

Date Prepared: May 21, 2012

For City Council Meeting on: May 29, 2012

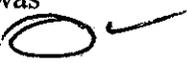
TO: Honorable Mayor and City Council

PREPARED BY: Paul Koch, Interim City Administrator

APPROVED BY: N/A

SUBJECT: Authorization to proceed with RFQ's for water and sewer system master plans

SYNOPSIS: The City is in need to update both the Sewer System Master Plan and the Water System Master Plan in order to qualify for state and federal funding as well as determine the general condition and needs of both services. Updating both system master plans is a high priority for City Council as identified in the grouped priorities adopted by Council.

The Water System Master Plan was last completed in 1998. An attempt to update this plan was made in 2002, but that was never completed. The current Sewer Master Plan was adopted in . Both Master Plans must be updated in order to qualify for state funding and so that the community may know current problem and issues in both systems. Proposed funding for these Master Plans is included in the FY 2012-13 budget. The estimated cost for each Master Plan is \$35,000 or a grand total of \$70,000.

The need for both Master Plans has been reviewed with City Council at past meetings.

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

OPTIONS: City Council has the following options at this time.

1. Approve the recommendation as submitted.
2. Deny the expenditures for the Master Plans..
3. Direct staff to seek other alternatives.
4. Other options as City Council may desire.

RECOMMENDATION; That City Council, by motion, authorize staff to seek RFQ's for both the Water System and the Waste System as submitted.

[Sample Motion: I move City Council authorize staff to proceed with RFQ's for the water system and the sewer system]

Legal Review: N/A.

Finance Review: Funding for both master plans is included in the proposed 2012-13 budget. It is anticipated that each Master Plan will cost \$35,000. There may be some savings by combining these plan with one firm if possible.

BACKGROUND INFORMATION:

1. A copy of both RFQ's is attached for City Council information.
2. The updating of both Master Plans is critical given where the community is relative to economic development.

**CITY OF CASCADE LOCKS
REQUEST FOR QUALIFICATIONS (RFQ)
FOR ENGINEERING AND ANALYSIS SERVICES FOR
WASTEWATER FACILITIES AND SYSTEM PLANNING**

Introduction:

The City Cascade Locks, Oregon is requesting Statements of Qualifications for Wastewater Facilities Planning, Analysis and Engineering Services. The selected firm will provide Professional Engineering, Analysis and Planning Services for the City and work in conjunction with City Staff, with regard to Wastewater Facilities and Treatment Plant planning in the following areas:

Development of an Updated WWTP Facilities Plan, that focuses on providing cost effective energy efficient alternatives to maximize the potential of the WWTP Facility.

1. Analysis and options to deal with the current plants capacity and ongoing operations under capacity.
2. Identification of options, alterations and solutions to the current operating issues.
3. Research, identify and recommend alternative sources of energy or uses for waste as bio fuels and other products that would generate revenue.
4. Work with and integrate other communities into the capacity and capability of the current plant.
5. Preparation of an updated facilities plan suitable for filing with the State of Oregon.

Project Background

Cascade Locks currently has a Sequencing Batch Reactor Wastewater Treatment Facility that was designed for growth and is capable of treating influent in excess of 400 GPM. However the current flows are low in the area of 50 GPM creating TSS and associated problems. The City is currently under a DEQ MAO and hopes to be out from underneath the MAO by July 1 of 2012.

Scope of Work

The selected firm will work with the City and DEQ to produce a economically feasible Facility Plan and possible application for Facility Upgrade to Oregon DEQ.

Proposal Outline and Requirements

Proposals shall be submitted using the following criteria:

- (a) Cover Sheet or Letter of Introduction
- (b) Consultant Profile, (with names, addresses, telephone numbers, contact names, experience

of personnel, etc.)

(c) Experience and References, (Describing the firm's qualifications and experience in Water System Planning over the last five years and include client information, and scope of the project..)

(d) Project approach.

(e) General Statement of Charges/Fees (A retainer agreement without monthly charge shall be issued to the selected firm. The selected firm will be issued a contract for specific work with a not to exceed cost based on the firms TMO proposal. General work will be invoiced on a monthly hourly accrual basis with detailed documentation of services performed.)

Basis for Selection

Selection shall be based upon the information presented in the Statement of Qualifications, and reduced down to 3 firms after review by the City Administrator, PW Director and PW Supervisor. These finalists will then be asked to make a formal presentation before the Mayor & City Council prior to final selection.

Proposal Deadline

Please submit 4 copies of the Statement of Qualifications to:

Water Engineering RFQ
City of Cascade Locks
140 Wa Na Pa
Cascade Locks, OR 97014

The deadline for this submittal is June 29, 2012 at 3:00 p.m. Proposals submitted after the deadline will not be considered. The City Cascade Locks reserves the right to reject any and all submittals and does not guarantee a contract will be awarded. All costs associated with the preparation of the proposals, site visits if any, presentations, and any other costs are the responsibility of the submitting firms and not the City.

**CITY OF CASCADE LOCKS
REQUEST FOR QUALIFICATIONS (RFQ)
FOR ENGINEERING AND SYSTEM ANALYSIS SERVICES FOR
THE WATER DISTRIBUTION SYSTEM**

Introduction:

The City Cascade Locks, Oregon is requesting Statements of Qualifications (RFQ) for Water System Planning, Engineering and Analysis Services. The selected firm will provide Professional Engineering and Analysis Services for the City and work in conjunction with City Staff, with regard to water system planning in the following areas:

Development of an updated Water System Master Plan that focuses on providing cost effective services to the community.

1. An analysis of the current system and its condition
2. Development of a Water System Improvement Plan
3. Development of a Water Resources Management Plan section.
4. Assist the City Staff in preparation of funding applications for infrastructure Grant funding from the State of Oregon
5. Evaluate current System Development Charges (SDC's) and alternatives
6. General Water System condition review as needed.
7. Identification of a prioritized list of necessary improvements and enhancements to the Water system.

Project Background

The existing Water Distribution system includes approximately 10 miles of distribution mains, and 4 miles of service lines serving 450 connections. The last Water System Master Plan was completed and approved in 1998. A revised update was prepared in 2002, but that was keyed to the casino and never completed nor approved.

Water supply consists of 2 wells producing a combined flow of 950 Gallons per Minute (GPM). The water supply is treated through chlorination. Storage is provided through 2 reservoirs with a combined capacity of 550,000 gallons.

The City has not updated its WSP in over 10 years. Economic change has shifted the future planning needs and resulting funding opportunities from previous projections. In order for the City to properly plan for potential growth and development and to assess the current condition of the water system, an outside resource is required.

Scope of Work

The selected firm will perform studies of the Distribution and Storage systems as needed,

perform cost estimating, and be responsible for the preparation of a Water System Plan that meets State of Oregon DHS guidelines and requirements. An important pre-requisite for possible state funding and assistance. Additionally, a Water Resource Plan component will be included.

Proposal Outline and Requirements

Proposals shall be submitted using the following outline. All proposals will be evaluated based on criteria established by the City.

- (a) Cover Sheet or Letter of Introduction
- (b) Consultant Profile, (with names, addresses, telephone numbers, contact names, experience of personnel, etc.)
- (c) Experience and References, (Describing the firm's qualifications and experience in Water System Planning over the last five years and include client information, and scope of the project.)
- (d) Project approach.
- (e) General Statement of Charges/Fees A full cost breakdown for each element and product expected by the City as a result of the work performed by the consultant.

Basis for Selection

Selection shall be based upon the proposal presented in the Statement of Qualifications, and reduced down to 3 firms after review by the City. The finalists will then be asked to make a formal presentation before the Mayor & City Council prior to final selection.

Proposal Deadline

Interested firms should submit 4 copies of the Statement of Qualifications to:

Water Engineering RFQ
City of Cascade Locks
140 WaNaPa St.
Cascade Locks, OR 97014

The deadline for this submittal is June 29, 2012 at 3:00 p.m. Proposals submitted after the deadline will not be considered. The City Cascade Locks reserves the right to reject any and all submittals and does not guarantee a contract will be awarded. All costs associated with the preparation of the proposals, site visits if any, presentations, and any other costs are the responsibility of the submitting firms and not the City.

All questions or requests for additional information should be addressed to:

Paul Koch Interim City Administrator
pkoch@casacde-locks.or.us
541-374-8484/

STAFF REPORT

Date Prepared: May 23, 2012

For City Council Meeting on: May 29, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Paul Koch, Interim City Administrator



APPROVED BY: N/A

SUBJECT: Staff Information report on service deposits

SYNOPSIS: Recently questions have been raised regarding the City policy on service deposits for water, sewer, electric, CATV and broadband. At the May 14 City Council meeting, City Council discussed this matter and directed staff to return at the May 29 meeting with additional information and facts regarding current policy. This issue comes to everyone's attention due to some recent complaints regarding the deposit required (\$300) and how to respond to the complaints and concerns of the local citizens.

The base City policy document is Ordinance 409. Resolution 1156 established \$300 as the required amount for the deposit. Both the Resolution and the Ordinance are attached for City Council information.

Quick research of other communities tells us that every community takes a different approach to the deposit issue. There are no standards rules or approaches. I regularly talk over issues with The Dalles, Nyssa, Maupin, Klamath Falls, Milwaukie, West Linn and a few other smaller communities in both states.

This is an information item only and no action is required at this time.

OPTIONS: City Council has the following options at this time.

1. Review and discuss the current policy and its implications.
2. Postpone discussion to another Council meeting.
3. Review the issue and provide staff with additional direction.
4. Take other action as desired by City Council.

RECOMMENDATION; There is no recommendation. This issue is for discussion and direction at this time. Following discussion, Council can provide Staff with additional direction regarding this issue.

Legal Review: N/A.

Finance Review: The Finance Department has prepared a report for City Council information. That report is attached.

BACKGROUND INFORMATION:

1. Ordinance 409 and Resolution 1156 establishing \$300 as the service deposit are attached for City Council information.
2. The basic deposit for services in the City is \$300 and it covers electricity, water, sewer and CATV and broadband.

City of Cascade Locks
MEMORANDUM

May 29, 2012

TO: City Council

FROM: Shirelle Price, Accounting Clerk 

SUBJECT: Utility Account Security Deposits

INFORMATION ONLY

Issue: There have been questions on the City's Policy regarding utility deposits for long time residents and senior citizens.

Discussion: The City requires a utility deposit on each account in accordance with Ordinance 409, which was adopted in December 2010 (attached). There are some exceptions to this such as landlords, developers and grandfathered customers. Currently if a grandfathered customer moves to another location, a deposit is required. Also, if a customer has a deposit on a current account, another deposit is required on the new account. The existing deposit would be applied to the final bill of the "old" account and the remainder would be refunded to the customer at the next regular check run.

There has been discussion on waiving or adjusting the deposit for seniors. The amount of uncollectible accounts each year represents all age ranges including seniors. There are some seniors that did not have a utility deposit on file (as they were grandfathered) that left a bill behind as uncollectible. Some of these seniors had good payment history prior to the account being disconnected. This is only to prove the point that uncollectible accounts are of all ages. In recent history, there have been accounts where the account holder passes away and does not have a security deposit. The account becomes uncollectible. These uncollectible bills, regardless of age of the account holder, come out of the operating budget of the respective funds (electric, water, sewer, CATV and Broadband) which means all other rate payers are subsidizing those accounts.

To be specific regarding the Cascade Meadows Senior Apartments, only one of the current tenants had a deposit on an existing account. A new deposit was required for the new account. The existing deposit was applied to the utility account it was being held on and the customer was paid a small refund of the balance. Other residents were required to pay a utility deposit. The Community Action Program provided assistance for some of the residents and City Staff made payment arrangements for the remainder at an agreed upon schedule with each tenant.

Apartment residents have the option of adding CATV and Broadband to their account so in many cases a utility deposit is covering more than just electricity. An average bill for Cascade Meadows Senior Apartments is hard to estimate as there is no history established. An average can be

calculated using single resident larger apartments that do have history established. Looking at the last year, these utility accounts with electricity and base fees only averaged about \$75 per month. Most of the Cascade Meadows Senior Apartment residents have subscribed to senior cable TV which is 22.50 per month. So, you could say an average bill could be close to \$100 per month on average. This could be lower in the summer and higher in the winter. Worst case scenario using the above situation, a resident *could* accumulate a utility account for two and a half billing cycles before being disconnected for non-pay. That would mean it is *possible* for an uncollectible bill of around \$250. There would also be late fees and a red tag fee assessed. If the customer had broadband internet with the City, you can add another \$41. We are not saying this is the normal circumstance, but it is a possibility and the City needs to protect its rate payers as much as possible from subsidizing uncollectible accounts.

The City has a very small customer base unlike larger utility companies. Theoretically, each uncollectible bill is absorbed by the 500 plus households (depending on what services are on the uncollectible account). CATV customers (approximately 230) absorb the CATV portion of the uncollectible bill. It is the same for electric, water, sewer and broadband internet services.

When an account is sent to collections it is deemed "uncollectible." The City is currently looking at different proposals from collection agencies as our collection rate with our current agency is very low. In FY11/12 there have only been a few accounts assigned to a collection agency. You may only assign an account to one collection agency. Staff feels that another agency may be more successful in our collection efforts. Staff will be bringing recommendations to Council for another agency to handle our collections.

Below is a table of the previous three years' uncollectible accounts. Where it may be a small percentage, it should be as low as possible to protect our rate payers. By requiring a utility deposit on each account and monitoring account activity, this number should decrease over time.

Fiscal Year	Electric	Water	WA Mtn.	Sewer	CATV	Late Fees	Tag Fees	Total
08/09	\$1,724.54	(\$10.53)*	\$27.34	\$119.55	\$155.86	\$63.00	\$40.00	\$2,119.76
09/10	\$4,251.05	\$85.50	\$46.82	\$207.49	\$94.89	(\$7.00)*	\$ -	\$4,678.75
10/11	\$1,950.41	\$51.27	\$88.10	\$135.46	\$209.46	\$3.00	\$10.00	\$2,447.70
Total	\$7,926.00	\$126.24	\$162.26	\$462.50	\$460.21	\$59.00	\$50.00	\$9,246.21

The negative numbers in the above graph are due to customer payments being applied to certain services creating a credit balance in that service, but a balance owing in another service. The new software will ensure this doesn't happen in the future. A reallocation will occur prior to any "write off" process.

RESOLUTION NO. 1156

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

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

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

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

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

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

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

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

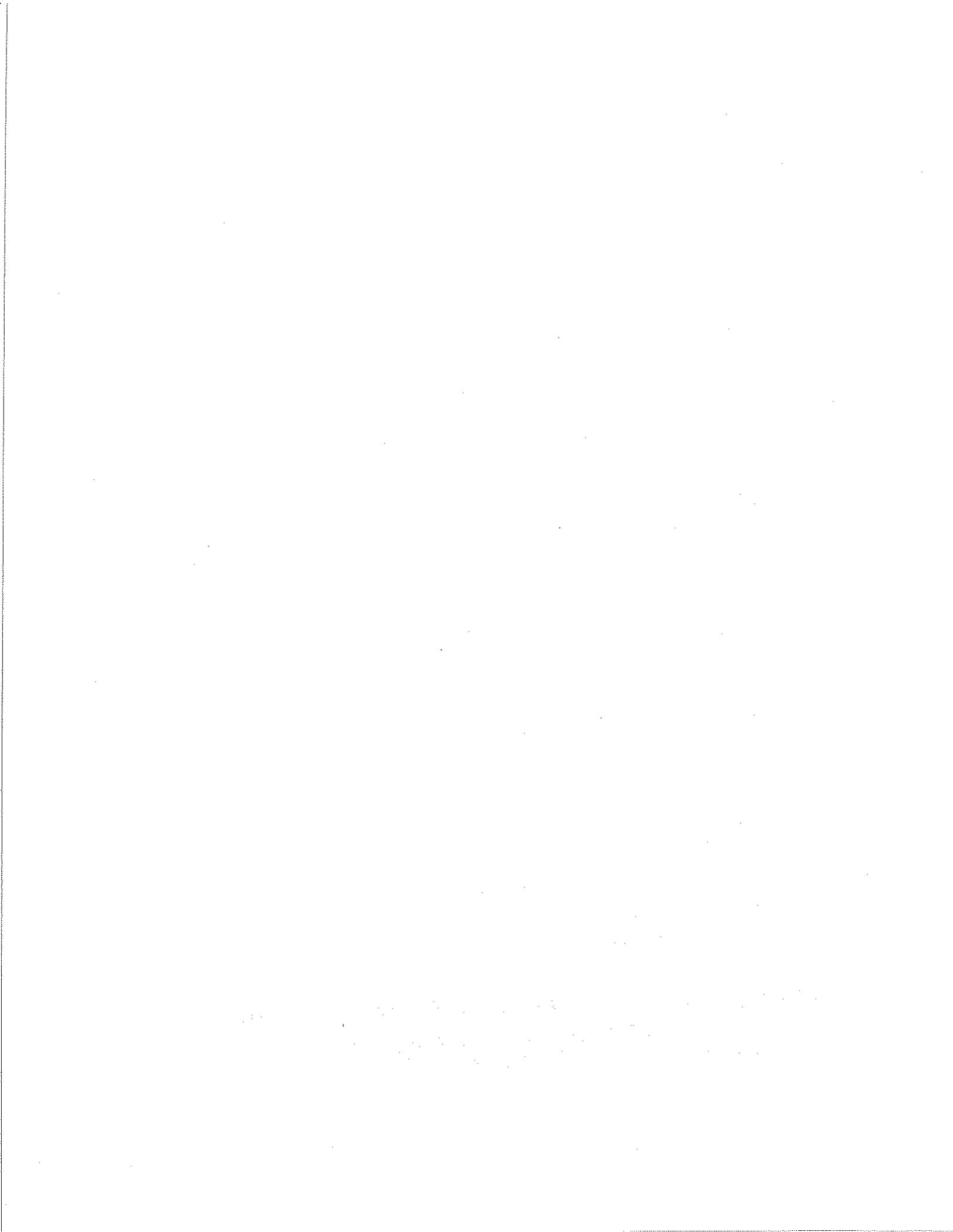
Utility Deposit	300.00	
Late Fee	3.00	
Red Tag Fee	10.00	
Returned Check Fee	15.00	
Collections Fee	25.00	(assessed when account is sent to collections)
Temporary Service, actual cost but minimum	150.00 in City	225.00 out of City
Special Service Charge (to read meter)	25.00	
Pole Contact Charges for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

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

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

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

ATTEST:



ORDINANCE NO. 409

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. 394.

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) Kilowatt (KW). A unit of power equal to 1,000 watts or 1.341 horsepower.
- r) Kilowatt-Hour (KWH). The amount of energy delivered in one hour when delivery is at a constant rate of one kilowatt.
- s) Late Fee. A fee which the City assesses a customer in the event the customer's bill is not paid on or before the fifteenth (15) day of the month. Should the 15th fall on a weekend or a holiday, then payment is due and to be receipted in the City Hall Office on the next business day by 5:00 pm.
- t) Landlord: An owner of one or more residential properties that is rented on a monthly or longer basis for residential purposes.
- u) Line Extension. A branch from, or a continuation of, an existing primary or secondary distribution circuit, to serve permanent new points of delivery.
- v) 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.
- w) Load Factor. The ratio of average kilowatt load to kilowatt demand during any designated period, expressed in percent.
- x) Meter. The instrument used for measuring the energy or power delivered to a customer.

- y) 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.
- z) Month. An interval of approximately 30 days between consecutive meter reading dates; not necessarily a calendar month.
- aa) N.E.C. National Electrical Code.
- bb) N.E.S.C. National Electrical Safety Code.
- cc) Peak Demand. Is the maximum rate of energy use, measured in kilowatts.
- dd) 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.
- ee) Point of Delivery. That point designated by the City where the City's facilities and those of the customer are connected.
- ff) Primary Service. Service delivered at the primary distribution voltage.
- gg) Primary Voltage. Any voltage above 750 volts, phase to phase.
- hh) Raceway. The approved type of enclosure, conduit, gutter, etc., used for protection of conductors.
- ii) Rate Schedule. A formal statement of the charges and conditions for a particular class or type of service in a given area or location.
- jj) Read-In. The first meter reading to commence service to a new customer or reconnected customer.
- kk) Read Out. The last meter reading to terminate service to an existing customer.
- ll) 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.
- mm) Secondary Distribution System. An alternating current system connecting the secondaries of distribution transformers to the service drop or service lateral.
- nn) Security Deposit. A deposit to guarantee payment for service and a method of establishing credit with the City.
- oo) Seller. Means the person who is also the operator of a cogeneration or small power production facility.
- pp) Service Conductors. The supply conductors, which extend from the transformers to the service equipment on premises being supplied with electric service.
- qq) Service Equipment. The necessary equipment to control and meter electric energy furnished by the utility at its point of delivery to a customer.

- rr) Secondary Voltage. Any voltage of 750 volts or less, phase to phase.
- ss) Service Drop. The conductors from the distribution system to the point of attachment on a customer's building or other support.
- tt) 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.
- uu) Temporary Service. Refers to electrical service of short-term or transient nature, or service to temporary construction operation. A charge shall be made for temporary service and a contract may be required.

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

- a) Application for Service. Any person desiring to purchase electric current from the City shall make application therefore upon a printed form to be furnished for that purpose, completed and signed by the applicant and filed in the office of the administrator. The application shall contain a description of the premises where such electric current is desired and the voltage and rating in amperes, watts, or horsepower of all devices as may be required by the administrator.
- b) Validity of Application.
1. The application is merely a request for service and does not in itself bind the City to serve except under reasonable conditions, nor does it bind the customer to take service; but if the service is connected, the application shall become a contract between the customer and the City, and the customer shall be required to pay monthly minimum charges according to the applicable rate.
 2. No application for electric service shall be accepted, or no new service shall be furnished to an account holder whether be a person, firm or corporation who has any delinquent bill, fee or charge with the City until such bill, fee or charge has been paid in full.
- c) Contract. The application provided for in this section shall become a Contract on the part of the person making the same, to pay for the electric current, at the rate, in the manner, and at the time as hereinafter specified by the City. The contract shall provide that the City shall have the right to:
1. Charge and collect the rates, fees and other charges as set by the City.
 2. Change the rates, fees and other charges at any time at the discretion of the City.
 3. Disconnect at any time, without notice to the customer.
 4. Install meters to register the electric current consumed or the maximum load or both.

- d) Exemption. Said contract shall further provide that the City, its agents and employees shall not be held responsible for any damage by fire or other causes resulting from defective wiring or appliances on the premises supplied with electric current by the City.
- e) Validity of Contract. Nothing contained in this ordinance shall be construed as requiring the City or the administrator to enter into any contract or to furnish electric energy to any person applying therefore. The Administrator is hereby authorized and empowered to refuse to enter into any such contract or to furnish such electric energy.
- f) Term of Contract. All contracts shall take effect from the day service is connected and rates shall be charged and bills rendered from the day the premises are connected to the City's electrical system. All contracts shall be binding for the period specified in the contract and shall continue in effect until thirty (30) days after written notice of discontinuance to administrator is delivered to his office, and until all charges for electrical energy, fines, and penalties have been paid in full.

Billing Procedures.

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

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

- 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 shall not accept or use Security Deposits to pay amounts due on active accounts. If a Customer fails to pay a due bill and it is necessary to turn off services, the City shall not restore such services to said Customer until s/he has paid in full all outstanding bills due on all utility services and all re-connect fees.
- c) Requirement for Deposit. The City requires a Utility Security Deposit on each account, regardless of the number or type of utility services it provides to that account.
- d) Variations to Requirement for Deposit.
 - 1. Commercial Customers: A commercial customer who has a security deposit with the City for an account at a commercial location, shall not be required to pay a deposit on additional commercial location accounts. Security deposits on residential accounts of persons who also hold accounts that qualify as commercial do not qualify to be used for a commercial account deposit. Residences where home based businesses are operated shall not be considered commercial locations, unless the area of the residence being used for the commercial operation has electric and water meters that are separate from the electric and water meters that service the residential portion of the location.
 - 2. Builders and Developers: A builder or developer who has a security deposit with the City for an account at one temporary construction location or permanent development site, shall not be required to pay a deposit on up to four additional temporary location accounts or permanent development site accounts. Each additional deposit may also cover a maximum of five accounts. Security deposits on residential accounts of persons who also hold accounts that qualify as builder or developer do not qualify to be used for additional commercial or builder or developer accounts.
 - 3. Landlords: A landlord shall not be required to pay a deposit on rental location accounts.
 - 4. Residential Customers-A: A residential customer who has a security deposit with the City for their residential account and is building a new home in the City that they shall move into when it is completed shall be required to pay an additional deposit on the account for the new home. When the customer moves into the new residence and closes the old account, the City shall apply the security deposit to the final billing. If the amount of the refund exceeds the final bill, the City shall return the remainder of the refund to the customer after the next regularly scheduled check run. Non-payment of the closed account shall result in disconnection of services at the new account location.
 - 5. Residential Customers-B. A residential customer who has a security deposit with the City for their residential account and is moving to another location is required to pay an additional deposit on the account at the new location. When the customer closes the old account, the City shall apply the security deposit to the final billing. If the amount of the

refund exceeds the final bill, the City shall return the remainder of the refund to the customer after the next regularly scheduled check run. Non-payment of the closed account may result in disconnection of services at the new account location.

e) Grandfathered Transition Customers:

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

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

SECTION 5. Operational Requirements.

- a) Interruptions and Outages. The City shall exercise reasonable diligence in supplying satisfactory and continuous electric service, but cannot and does not guarantee a constant and uninterrupted supply of energy. Whenever necessary for the purpose of making repairs or improvements to its system, the City shall have the right to temporarily suspend the delivery of electrical energy but, in such case, the City shall give reasonable notice if circumstances permit. Whenever an interruption of service can be foreseen, the City shall attempt to schedule its activities with its customers' needs. Any interruption shall be of as short a duration as practical under safe operating conditions.
- b) Customer Liability. The City shall not be liable for any damage, or claim of damage, attributable to any interruption or outage of electric service. If the customer's service fails beyond the point of delivery, he shall endeavor to determine the cause of service failure before calling the City. If a service person is sent out at the customer's request, and it is determined that the customer's equipment is at fault, a charge for the service call as established by resolution may be made.
- c) Customer to Notify City. The customer is encouraged to materially assist the City in fulfilling its purposes by promptly notifying the City of any defects, trouble, or accidents affecting the supply of electricity, or in the event service is unsatisfactory for any reason.

- d) City Inspection and Responsibility. Inspection of electrical wiring and equipment for compliance with codes and regulations other than those of the City is the responsibility of the appropriate governmental body having jurisdiction. The person desiring electrical service must obtain the appropriate approvals and certificates prior to connection of the City's service.
1. The Administrator may, before connecting any premises with the City's circuits or furnishing electric current therefrom, cause the wiring, appliances and fixtures to be carefully inspected, and until such wiring, appliances and fixtures are put on proper condition, satisfactory to the Administrator, or his representatives, decline to connect the service wires with the City's circuit, and he shall have the power at any time to disconnect the service from any premises where the wiring, appliances or fixtures shall become or are found to be defective or dangerous until the same are repaired to the satisfaction of the Administrator or his representative.
 2. The City shall have the right, but shall not be obligated to inspect the customer's wiring or equipment before service is supplied and at any future time as determined by the City. However, nothing in this Ordinance shall be construed as placing upon the City any responsibility for the inspection of, the condition of, or the maintenance of the customer's wiring, energy-consuming devices or other equipment.
 3. The City shall not be held liable for any loss or damage to persons or property resulting from defects beyond the point of delivery caused by the customer's installation or equipment or the delivery of energy thereto.
- e) Connection to System. It shall be unlawful for any person, other than the Administrator, or his authorized representative or agent of the City, to connect any house, building, premises, wire, appliance or other device to the City's electrical system for the purpose of obtaining electrical energy or for any other purpose whatever.
- f) Unauthorized Pole Attachment Prohibited. A Person must obtain written permission from the City before s/he attaches any equipment or material of any description to any utility pole, guy wire, electrical equipment, hardware or other property of the City. The City may charge fees as established by resolution for this coordination work.
- g) Right to Trim Trees. City employees may trim trees on private property if such trees, in the judgement of the Administrator or his representative, shall create a hazard to electric service lines on the same or adjacent properties. If the property owner refuses permission to trim trees, they shall be liable for all damages and costs to repair any portion of the electrical system damaged by such trees.
- h) Changes to Customer Electrical Load. It shall be unlawful for any customer to add devices requiring electrical energy, which is beyond the capacity of the existing service (to his premises). In the event the customer desires to change his load materially, he shall notify the City, sufficiently in advance, so that the City may, if economically feasible, provide the facilities required. In the event that the customer fails to notify the City and, as a result, the City's equipment is damaged, the customer may be liable for the cost of such damage.
- i) Unlawful Connections. It shall be unlawful for any Customer to connect his service with that of any other person, or to in any way supply any other person or premises with electric

current through his service, without first filing a written application for such connection or use at the office of the Administrator and receiving a written permit for said connection.

- j) Ownership of Meters and other Improvements. All meters, wires and other facilities or equipment furnished and installed by the City, within or on the Customer's premises shall be and remain, the property of the City and may be removed by the City.
- k) Meter Installations. The City shall determine and designate all meter locations. The City shall spot the meter in a readily accessible location outside the building so the center of the meter, or top row of multiple meter installations is 5 ½ feet plus or minus six inches, above finished ground level or walkway at that point, unless the City specifically approves an alternate location. The City must approve any exceptions before installation.
- l) Accessibility. All customers shall provide readily accessible and safe access to all utility meters, poles, lines, transformers, etc. on their property. The customer is responsible for keeping obstructions away from all electrical system parts. Customers shall not place meters under porches, carports or breezeways, over open pits, moving machinery, hatchways, in the path of falling water, where vegetation, or where animals limit accessibility, or where the meter may be subjected to excessive vibration or possible mechanical damage. In cases of remodeling or subsequent construction, including building of fences or other enclosures, the customer shall maintain ready accessibility to the City's meter and equipment. The City does not consider a key as acceptable for obtaining access to a meter.
- m) Failure to Provide Accessibility. If a customer fails to establish and maintain ready and safe accessibility to all utility system parts on or adjacent to their point of delivery, service drop meter, then the City shall carry out the following procedures:
 - 1. Notice to Customer. The City shall give written notice to the customer that shall include the date, time and reason why City utility employees were unable to maintain that portion of the City's utility system on or adjacent to the customer's property. The City shall give this notice within three (3) working days of determination that a problem exists at a specific location. The Customer shall have two (2) working days from receipt of this notice to make the City utility system accessible to City utility employees. In the interim, the City shall bill energy consumption, demand and other charges to the customer based upon an estimate as determined by the City.
 - 2. Second Notice to Customer. If the accessibility problem persists, the City shall provide a second notice to the customer that the initial problem has not been corrected or has reoccurred and continues to prevent City employees from carrying out their duties. The City shall give the Customer another three (3) working days to correct the problem and assess a service charge as set by resolution. The City shall continue to bill energy consumption, demand and other charges to the customer based upon an estimate as determined by the City.
 - 3. Failure to Heed Notice. The City shall disconnect those customers from its system at the point of delivery when the customer has failed to heed the two (2) notices above and make all City utility system parts readily and safely accessible to City utility employees, to the satisfaction of the utility department manager.
- n) Meter Seals. At the time of installation, the City shall seal the meter and no person shall tamper with or break the seal without prior authorization from the City. The City shall

consider any tampering with the meter or unauthorized breaking of the seal as evidence of fraud.

- o) Separate Meters for Different Rate Classifications. If the Customer desires to use electricity for purposes classified under different rates, the City shall install separate meters to measure the current supplied at each rate and charge for the electricity passing through each meter at prices specified in the rate schedule for such separate uses.
- p) Meter Failure. Should any meter fail to register correctly the amount of energy or power used by the customer, the City shall estimate the amount of such use from the best available evidence.

SECTION 6. Employees Prohibited.

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

SECTION 7. Customer's Responsibility.

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

property of the City is damaged because of the customer's negligence, the City may collect the cost of repairs or replacements from the customer.

SECTION 8. Relocation of Electric Facilities.

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

SECTION 9. Point of Delivery.

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

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

SECTION 11. Temporary Service.

- a) The City may provide service to temporary construction as follows:
 1. The City shall bill for energy used for temporary single phase service for construction of a single family residence or duplex at the residential rate, in addition to the charge for installation and removal.
 2. The City shall bill for energy used for temporary single phase and/or three phase service, if available, for construction of apartments, offices, schools, churches, commercial and industrial buildings or similar facilities and to provide energy for fruit stands, fairs, field offices, Christmas tree lots, etc. at the applicable rate schedule in addition to the charge for installation and removal.

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

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

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

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

ADOPTED by the City Council this 27th day of December, 2010.

APPROVED by the Mayor this 27th day of December, 2010.

Mayor

ATTEST:

City Recorder

INTERIM CITY ADMINISTRATORS REPORT

May 14, 2012

Here is your report of activities within the City for your information.

- 1. My Contract as your ICA:** I suggest that we proceed as outlined in Section 4 of the contract and extend my service to you as needed and by written agreement when it is required. I am more than willing to extend my service to you through December 31, 2012 should that be needed. I would suggest that we proceed with the permanent recruitment and selection of a new CA and that we try to make August the transition month. This will require us to be a little more focused but should work to benefit the City. You have 33 applications and I will begin going through them.
- 2. June 4:** There is discussion about a possible City Council work session on June 4. The items to be discussed include coming to some agreement over employee salaries, benefits and how you want to work with employees to share the realities of city finances.
- 3. Stevenson Joint Meeting:** I talked to Mary Ann the CA in Stevenson and the Council in Stevenson is ready for the next meeting in joint session with you. There is also desire to consider bringing North Bonneville into the mix and spread the marketing effort between the three communities. We are also talking amongst the three communities about some sort of joint effort regarding waste water operations and bio fuel manufacturing. In a preliminary session last week, the three CA's and staff agreed that looking into some sort of cooperative effort would benefit all three communities as well as open up new potential sources of revenue.
- 4. Flower Watering Volunteers:** The Area Agency on Aging (AAA) has approved the payment of \$200 per month for any volunteers the City gets who will work to help water the flowers planted by volunteers in the downtown area. We are recruiting volunteers now, they must be 60 years of age or older. Some of our current volunteers (who are doing the

watering) will be donating the \$200 to those in need. So if you know of anyone who qualifies, have them check in with me so we can get them signed up and into service.

5. Downtown Revitalization Steering Committee: The DRSC is working on a proposed job description and work plan that will be brought to Council in the next few weeks for review and approval. We are still pushing the group for creation of their own 501c (3) and to get clear delineation about the role they want to play relative to the Tourism Committee. Current thought is to work that out between the two groups in the work plan and then formalize it through City Council adoption of the work plan once it is submitted. The DRSC still has good energy and is working hard to make improvements in the downtown area and to help local businesses.

Work by the DRSC sub-committee on Community School is coming along. At the last meeting, the group identified what programs and services will be going into the school and there is still strong agreement to turn the school into a community Center for all ages. The first priority will be to focus in the needs of children and families. It looks like the initial phase will include the library, MHCC, SBDC, children and families and classes aimed at enhancing parenting skills.

Should you have any questions on any of these items or other matters of city operations, please feel free to contact me.

Thank You.