

CITY of CASCADE LOCKS

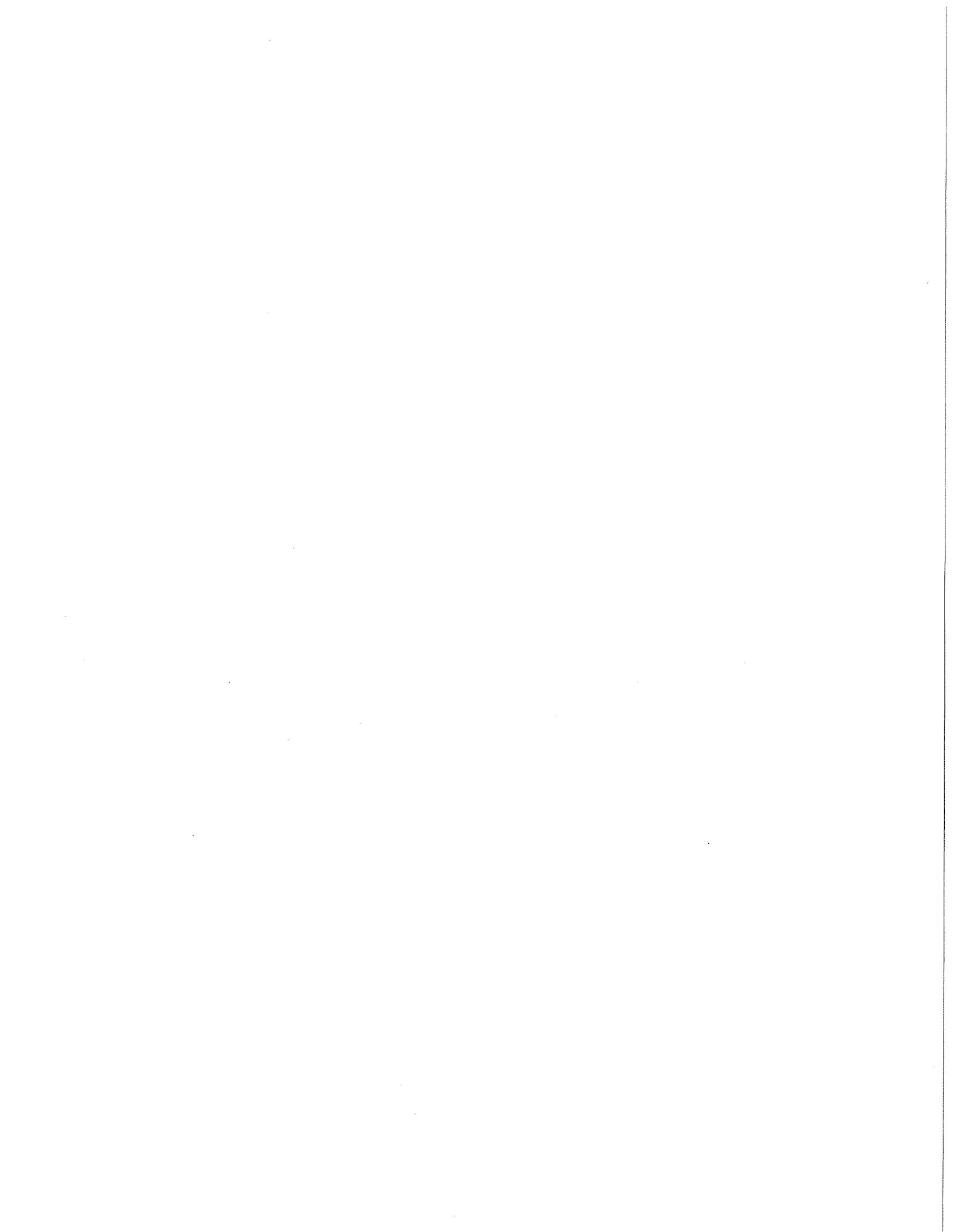
AGENDA

CITY COUNCIL MEETING, Monday, August 24, 2015, 7:00 PM, CITY HALL

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

1. **Call to Order/Pledge of Allegiance/Roll Call.**
2. **Additions or amendments to the Agenda.** (The Mayor may add items to the agenda after it is printed and distributed only when required by business necessity and only after an explanation has been given. The addition of agenda items after the agenda has been printed is otherwise discouraged.)
3. **Adoption of Consent Agenda.** (Consent Agenda may be approved in its entirety in a single motion. Items are considered to be routine. Any Councilor may make a motion to remove any item from the Consent Agenda for individual discussion.)
 - a. **Approval of August 10, 2015 Minutes.**
 - b. **Ratification of the Bills in the Amount of \$ 110,989.95.**
 - c. **Approve OLCC Renewals for Local Businesses.**
 - d. **Approval of Bond Counsel Contract.**
4. **Public Hearings.**
5. **Action Items:**
 - a. **Appointment to Committees.**
 - b. **Approve Resolution No. 1335 Authorizing a Loan for the Water System Improvement Project from the USDA-RUS.**
 - c. **Annual Review of Council Rules.**
 - d. **Discussion of Crosswalk Engineering.**
 - e. **Approval of Water System Improvement Project Change Notice.**
 - f. **Discussion of Potential Electric Utility Rate Increase.**
6. **Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community.** (Comments on matters not on the agenda or previously discussed.)
7. **Reports and Presentations.**
 - a. **City Committees.**
 - b. **Wildland Fire Response.**
 - c. **City Administrator Zimmerman Report.**
8. **Mayor and City Council Comments.**
9. **Other matters.**
10. **Executive Session per 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.



CM's Groves, Randall, Fitzpatrick, Walker, Busdieker, and Mayor Cramblett interviewed Kevin Rutherford, Ed delVal, and Rob Brostoff for the vacant Council position before the regular meeting.

1. Call to Order/Pledge of Allegiance/Roll Call. Mayor Cramblett opened the meeting at 7:42 PM. CM's Groves, Randall, Fitzpatrick, Walker, Busdieker, and Mayor Cramblett were present. Also present were City Administrator Gordon Zimmerman, City Recorder Kathy Woosley, City Attorney Ruben Cleaveland, Deb Lorang, Martha and Barry LaMont, Kevin and Leesa Rutherford, Ed delVal, Rob Brostoff, Dave Palais, Margie Curtis, John Stipan, Nancy Renault, Jamie Antis, Bernard Seeger, Katelin Stuart, Ray Cless, Cynthia Bounds (?) and Camera Operator Betty Rush.

2. Additions or amendments to the Agenda. None.

3. Adoption of Consent Agenda.

a. Approval of July 27, 2015 Minutes.

b. Ratification of the Bills in the Amount of \$ 216,729.26.

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

4. Public Hearings. None.

5. Action Items:

a. Appointment to Committees. None.

b. Appointment to City Council for Vacant Position. **Motion:** CM Walker moved, seconded by CM Groves, to appoint Kevin Rutherford to the vacant Council position. The motion passed with CM's Groves, Fitzpatrick, Walker, and Mayor Cramblett voting in favor. CM's Randall and Busdieker opposed.

c. Selection of Bond Counsel. **Motion:** CM Fitzpatrick moved, seconded by CM Randall, to appoint Merserau Shannon as bond counsel for the City of Cascade Locks Water System Improvement Project. The motion passed unanimously by CM's Groves, Randall, Fitzpatrick, Walker, Busdieker, and Mayor Cramblett.

d. Approval of Town Hall Meeting Questions and Responses Document. **Motion:** CM Fitzpatrick moved, seconded by CM Groves, to approve the Town Hall questions and responses document as presented. Mayor Cramblett said there was a lot of information given in this document. The motion passed with CM's Groves, Randall, Fitzpatrick, Walker, and Mayor Cramblett voting in favor. CM Busdieker opposed. CM Busdieker said that she didn't think the document gave both sides of the issue and the questions weren't fully answered.

e. Approve RFP for TRT Auditor. **Motion:** CM Randall moved, seconded by CM Fitzpatrick, to approve the proposed RFP for TRT audits and authorize staff to proceed with obtaining quotes and selecting a firm to complete the audits during the course of the next fiscal year. The motion passed unanimously by CM's Groves, Randall, Fitzpatrick, Walker, Busdieker, and Mayor Cramblett.

f. Approve Employment Agreement for Temporary Employee. City Attorney Cleaveland explained that this is a temporary position while Station Captain Metheny is on leave. **Motion:** CM Walker moved, seconded by CM Busdieker, to approve the employment agreement with Jessica Bennett to act as the Interim Fire/EMS Supervisor. The motion passed unanimously by CM's Groves, Randall, Fitzpatrick, Walker, Busdieker, and Mayor Cramblett.

6. **Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community.** Nancy Renault suggested a Cooling Center be established in Cascade Locks. She said there are a lot of citizens that don't have air conditioning. She also explained the importance of medication being at the right temperature. Nancy said that citizens should keep a list of their medications on the refrigerator so that EMS can easily access the information should a need arise.

Nancy stated that she supports Nestlé coming to Cascade Locks. She said we need the tax revenue. She said she has lived here for 35 years and every time we try to get something in Cascade Locks people from outside the City try to tell us what to do. She said they don't live here, work here, volunteer here, and can't cast a vote. Nancy said Cascade Locks has a good Mayor and Council that can do their job. She said we can govern our own city. She said having Nestlé here will give us the tax base we need to be able to provide our citizens the services they need, schools, and jobs.

Martha LaMont said this is her sixth year with the Food Bank. She thanked the volunteers that help out regularly and for the donations that Nestlé, Columbia Gorge Lions, Shepherd of the Hills Church, McLean family, and Cramblett family have provided. She said the Food Bank feeds an average of 40 families per month. She said Helping Hands provides fresh produce.

Martha said the second annual Magical History Tour will be on October 9th and tickets are on sale now for \$50 each. She reported that last year this fundraiser raised \$10,000 for museum operations. She said Dan Yates has again donated the Sternwheeler Columbia Gorge and dinner. She said there will be a silent auction and a live band. She said this is a good cause and promised a fun filled evening.

Martha said the Bridge of the Goddess Run on September 19th is a half marathon and last year the Food Bank received \$2,500 in cash and product from this event. CM Randall thanked Martha for all she does for the Food Bank.

Jamie Antis said he is against Nestlé. He said agreed that they give out a lot of trinkets. Jamie said he brought some statistics with him regarding the emergency declaration by the Governor for the dire water shortage. He said it really isn't that Cascade Locks needs jobs because Portland is close enough with plenty of available jobs. He said he appreciates Portland supporting Cascade Locks and he cares about what is happening in Portland. He said it is all about EMS and infrastructure for the City. Jamie said we need to quit lying to Channel 2. Jamie said Nestlé is too big for Cascade Locks. He said Nestlé is suing Canada because they aren't getting enough water.

Jamie said people are coming to Cascade Locks for hiking and people are passing Multnomah Falls and coming here. He said Cascade Locks will grow.

Cynthia Bounds (?) asked how and when the town hall document would be available to people. CA Zimmerman said the document should be on the website by the end of the week.

7. **Reports and Presentations.**

a. **City Committees.**

b. **City Administrator Zimmerman Report.** CA Zimmerman reminded Councilors to sign up for the LOC Conference if they wanted to attend. He reported that SC Metheny found a 2007 Chevy Suburban to use as the command vehicle for \$16,600 and has 60,000 miles on it. CA

Zimmerman addressed the shop supplies billing issue raised at the last meeting. He said the transformer is scheduled to be moved next week to the new substation. CA Zimmerman said Thunder Island Brewing submitted two temporary OLCC permits for two events on Thunder Island in August. He asked if Councilors approved. **Motion:** CM Busdieker moved, seconded by CM Fitzpatrick, to approve the temporary OLCC permits for Thunder Island Brewing. The motion passed with CM's Randall, Fitzpatrick, Busdieker, and Mayor Cramblett voting in favor. CM's Groves and Walker opposed. Mayor Cramblett said that he and CM Randall would probably be working in the park and would be watching for potential issues.

8. **Mayor and City Council Comments.** CM Walker said he has done research on Nestlé. He said there are comments being made that Nestlé is a "done deal" in Cascade Locks. He said that Council will do their due diligence. He said that he is tired of people putting words in his mouth. He said there is a lot of work to do and that he does support Nestlé.

CM Fitzpatrick thanked Ed, Rob, and Kevin for applying for the vacant position on Council. He said all three were excellent candidates. CM Fitzpatrick thanked Martha for all the work she does with Food Bank. He congratulated SC Metheny on finding a vehicle for the EMS Department.

CM Busdieker thanked Ed, Rob, and Kevin for stepping up and applying for a thankless job. She said it takes a lot of guts to even consider it.

CM Randall thanked Ed, Rob, and Kevin. He said you have to be able to endure a lot of feedback from people and put your personal opinions aside. He said there is a lot of information regarding Nestlé and nobody has declared this a done deal. He said there is plenty of time to mitigate any issues. CM Randall said we will all persevere and do what is right for the community.

CM Groves said she did not like megaphones in her face. She said she does support Nestlé and has her own issues to consider. She said she is not stupid. CM Groves said to keep the megaphones out of her face. She thanked Kevin, Ed, and Rob for the interest in being on Council.

Mayor Cramblett said the "done deal" could have come from him. He said that Nestlé is a great opportunity for Cascade Locks and the issues can be worked out. He said that Council will do their due diligence and it would not be easy. He said Cascade Locks has plenty of water. Mayor Cramblett said people have to decipher what information is real and what isn't real. He said corporations bring a lot of benefit to cities. Mayor Cramblett said he believed that Council could work out all the issues.

Mayor Cramblett said the Magical History Tour was a huge success last year. He said the event was well managed and put together.

Mayor Cramblett said people love the Gorge. He said there have been a lot of visitors in Cascade Locks and spoke of the many sailing events. He said the Council is going to have to look at how to handle traffic and parking.

9. **Other matters.** None.

10. **Executive Session per ORS 192.660 (2) (i) Performance Evaluations of Public Officers and Employees.** Mayor Cramblett entered into Executive Session at 8:44 PM. CM's Groves, Randall, Fitzpatrick, Walker, Busdieker, and Mayor Cramblett were present. Also present were CA Zimmerman, CR Woosley, and City Attorney Cleaveland.

11. **Adjournment. Motion:** CM Groves moved, seconded by CM Randall, to adjourn. The motion passed unanimously by CM's Groves, Randall, Fitzpatrick, Walker, Busdieker, and Mayor Cramblett. The meeting was adjourned at 9:23 PM.

Prepared by
Kathy Woosley, City Recorder

APPROVED:

Tom Cramblett, Mayor

BLANKET VOUCHER APPROVAL

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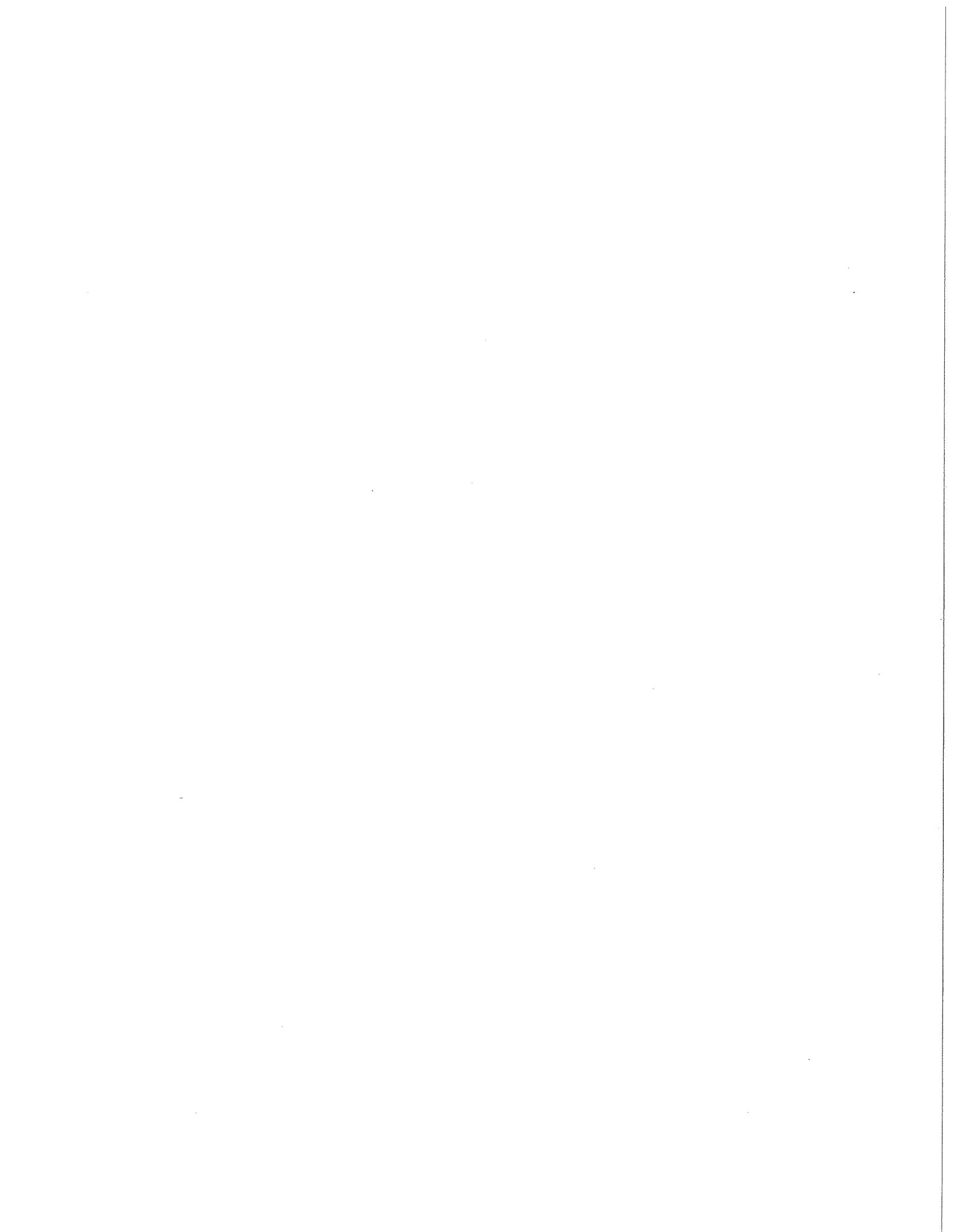
DEPARTMENT: CITY OF CASCADE LOCKS
COVER SHEET AND SUMMARY

DATE:	DESCRIPTION:	AMOUNT:
8/7/2015	PR	\$ 35,888.10
8/14/2015	A/P	\$ 75,101.85

GRAND TOTAL \$ 110,989.95

APPROVAL:

Mayor



Report Criteria:
Report type: GL detail

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
6149	08/15	08/14/2015	6945	106506	4COM, Inc.	programming	4140562740	158.50
Total 6149:								
6150	08/15	08/14/2015	6834	081015	Albert Choi	Energy Efficiency Rebate	5140562140	1,134.00
Total 6150:								
6151	08/15	08/14/2015	6966	01410018PH	American Messaging	Paging Service	5140562110	62.25
Total 6151:								
6152	08/15	08/14/2015	6820	56047	Anderson Perry & Associates Inc.	020 Planning Studies Waste Water Facili	0740562131	1,000.00
6152	08/15	08/14/2015	6820	56048	Anderson Perry & Associates Inc.	021 Collection System Evaluation Assist	0740562131	214.53
Total 6152:								
6153	08/15	08/14/2015	330	1070366	BENNETT PAPER & SUPPLY CO	Can Liners, toilet paper, paper towels, so	0140462540	262.27
Total 6153:								
6154	08/15	08/14/2015	6839	81865279	Bound Tree Medical, LLC	epinephrine, catheter, iv flushes, alcohol	0540562351	478.49
6154	08/15	08/14/2015	6839	81866978	Bound Tree Medical, LLC	uniform hat	0540562029	5.94
Total 6154:								
6155	08/15	08/14/2015	460	5744	BROWN & KY SAR, INC	Replace Transformer at Pyramid	5645163941	2,047.36
6155	08/15	08/14/2015	460	5793	BROWN & KY SAR, INC	CCT Spec for New Trans at Pyramid Su	5645163941	2,507.50
6155	08/15	08/14/2015	460	5796	BROWN & KY SAR, INC	Replace Transformer at Pyramid	5645163941	428.75
6155	08/15	08/14/2015	460	5812	BROWN & KY SAR, INC	pyramid sub ground grid	5645163941	5,269.75
6155	08/15	08/14/2015	460	5848	BROWN & KY SAR, INC	upgrading ground grid for substation	5645163941	9,319.25
Total 6155:								
6156	08/15	08/14/2015	490	458420A	BRYANT PIPE AND SUPPLY	2" Sch 80 Nipple	1740562520	6.19
6156	08/15	08/14/2015	490	458420A	BRYANT PIPE AND SUPPLY	1 1/2" Sch 80 Nipple	1740562520	4.74
6156	08/15	08/14/2015	490	458420A	BRYANT PIPE AND SUPPLY	supplies for sprinkler repair in cemetery	1740562520	467.35

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
6156	08/15	08/14/2015	490	458512A	BRYANT PIPE AND SUPPLY	1 1/2" Sch 80 Nipple	1740562520	4.74
6156	08/15	08/14/2015	490	458512A	BRYANT PIPE AND SUPPLY	Credit from return of electric valve	1740562520	165.60
6156	08/15	08/14/2015	490	458512A	BRYANT PIPE AND SUPPLY	Sch 80 Nipples, red gasket, Flange	2140562560	63.77
6156	08/15	08/14/2015	490	458512A	BRYANT PIPE AND SUPPLY	blue wire connectors	2140562560	14.70
Total 6156:								386.41
6157	08/15	08/14/2015	590	C348985	CARSON OIL COMPANY	fuel	0540562420	82.85
Total 6157:								82.85
6158	08/15	08/14/2015	670	100001500 8	CASCADE LOCKS LIGHT CO.	fire station	0540562439	412.27
6158	08/15	08/14/2015	670	100003500 8	CASCADE LOCKS LIGHT CO.	Res. No. 2	2140562070	32.38
6158	08/15	08/14/2015	670	100030200 8	CASCADE LOCKS LIGHT CO.	Pump Lift Station	3140562070	28.30
6158	08/15	08/14/2015	670	100038200 8	CASCADE LOCKS LIGHT CO.	Well House	2140562070	2,340.83
6158	08/15	08/14/2015	670	100379100 8	CASCADE LOCKS LIGHT CO.	Treatment Plant	3140562070	2,533.85
6158	08/15	08/14/2015	670	100381300 8	CASCADE LOCKS LIGHT CO.	warehouse	2140562070	26.99
6158	08/15	08/14/2015	670	100381300 8	CASCADE LOCKS LIGHT CO.	warehouse	3140562070	26.98
6158	08/15	08/14/2015	670	200120000 8	CASCADE LOCKS LIGHT CO.	cemetery water	1740562551	28.30
6158	08/15	08/14/2015	670	300155100 8	CASCADE LOCKS LIGHT CO.	main lift station	3140562070	723.88
6158	08/15	08/14/2015	670	300155900 8	CASCADE LOCKS LIGHT CO.	Museum	0140762630	127.90
6158	08/15	08/14/2015	670	300171800 8	CASCADE LOCKS LIGHT CO.	mail lighting	5140562800	39.68
6158	08/15	08/14/2015	670	300183900 8	CASCADE LOCKS LIGHT CO.	Moody Lift Station	2140562070	83.54
6158	08/15	08/14/2015	670	301961200 8	CASCADE LOCKS LIGHT CO.	Bike path	0140162552	11.38
6158	08/15	08/14/2015	670	600135000 8	CASCADE LOCKS LIGHT CO.	City Hall Utilities	0140162552	762.86
6158	08/15	08/14/2015	670	600136900 8	CASCADE LOCKS LIGHT CO.	87 Ruckle	3140562070	34.59
6158	08/15	08/14/2015	670	600149800 8	CASCADE LOCKS LIGHT CO.	City Hall Irrigation	0140162552	488.53
6158	08/15	08/14/2015	670	601369800 8	CASCADE LOCKS LIGHT CO.	Radio Tower	0540562439	76.71
6158	08/15	08/14/2015	670	SSS 7/15	CASCADE LOCKS LIGHT CO.	SSS 7/15	0140862025	249.70
Total 6158:								8,028.67
6159	08/15	08/14/2015	740	67092	CASELLE, INC.	Contract Support	0140162082	1,220.00
Total 6159:								1,220.00
6160	08/15	08/14/2015	820	61723	CH2M HILL ENGINEERS INC.	Monthly Payment	3140562700	7,358.33
Total 6160:								7,358.33

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
6161	08/15	08/14/2015	6852	AUGUST 20	College of Emergency Services	Installation Paymen for J. Bennett	0540562024	790.00
Total 6161:								
6162	08/15	08/14/2015	1120	B107558	COLUMBIA HARDWARE, LLC	adjustable pipe wrench	0540562441	45.54
6162	08/15	08/14/2015	1120	B110277	COLUMBIA HARDWARE, LLC	misc. fasteners, windmachine fan	0540562440	73.95
6162	08/15	08/14/2015	1120	B110280	COLUMBIA HARDWARE, LLC	1/4 x 1 1/2 ZC HX HD L-230009	0140462520	11.99
6162	08/15	08/14/2015	1120	B110281	COLUMBIA HARDWARE, LLC	Roof Nails	5645163941	47.39
6162	08/15	08/14/2015	1120	B111559	COLUMBIA HARDWARE, LLC	Roof cement	5645163941	38.32
Total 6162:								
6163	08/15	08/14/2015	1360	130804	DAVID R. CUNNINGHAM	fire departmnet troubleshooting computer	0140162082	90.00
6163	08/15	08/14/2015	1360	130805	DAVID R. CUNNINGHAM	CATV	4140562570	30.00
6163	08/15	08/14/2015	1360	130806	DAVID R. CUNNINGHAM	City Network	0140162082	660.00
Total 6163:								
6164	08/15	08/14/2015	1620	828	EFFICIENCY SERVICES GROUP, LLC	BPA Program Service July 2015	5140562139	750.00
Total 6164:								
6165	08/15	08/14/2015	2020	1240908	GENERAL PACIFIC INC.	ground rod coupler, drive stud ground ro	5645163941	15.25
6165	08/15	08/14/2015	2020	1240997	GENERAL PACIFIC INC.	15kv 110kv Switch	5645163941	2,370.00
Total 6165:								
6166	08/15	08/14/2015	6819	52915939	GovConnection	Computer for Sheldon	5640563941	573.06
6166	08/15	08/14/2015	6819	52915939	GovConnection	Computer for Gordon	5640563941	599.99
6166	08/15	08/14/2015	6819	52915939	GovConnection	Monitor cor Gordon	5640563941	139.99
Total 6166:								
6167	08/15	08/14/2015	2180	875982969	GRAINGER	degreaser, vehicle wash, rags	0540562441	264.16
Total 6167:								
6168	08/15	08/14/2015	2320	E249397	HD Supply Waterworks, LTD.	2 1/2 NST Hydrant Hose Valve	2140562560	417.86

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 6168:								
6169	08/15	08/14/2015	2420	8120	HOOD RIVER CO. - FINANCE	August 2015 Deputy Service	0141962250	417.86
6169	08/15	08/14/2015	2420	AUGUST 20	HOOD RIVER CO. - FINANCE	Dog License	0121011	8,284.08
6169	08/15	08/14/2015	2420	AUGUST 20	HOOD RIVER CO. - FINANCE	Dog License	0130143280	12.00
								.50-
Total 6169:								
6170	08/15	08/14/2015	2570	7151016	HOOD RIVER NEWS	Notice of Categorical Exclusion	2141562020	8,296.58
Total 6170:								
6171	08/15	08/14/2015	3050	2015-16 CO	LEAGUE OF OREGON CITIES	Annual Conference Registration	0140862020	84.00
Total 6171:								
6172	08/15	08/14/2015	6967	150714	Learny Printing & Design LLC	Tourism Brochures	0840562115	430.00
Total 6172:								
6173	08/15	08/14/2015	6874	JULY 2015	LIN Television Corporation	programming	4140562740	1,700.00
Total 6173:								
6174	08/15	08/14/2015	3150	081015	MARIANNE BUMP	Reimburse Mileage	0140162020	234.90
Total 6174:								
6175	08/15	08/14/2015	3160	081115	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	0540562030	11.50
Total 6175:								
6176	08/15	08/14/2015	3360	081015	Megan Webb	Reimburse Mileage	0140162020	90.00
Total 6176:								
6177	08/15	08/14/2015	3380	KPDX JULY	Meredith Corporation	Retransmission	4140562740	11.50
6177	08/15	08/14/2015	3380	KPTV JULY	Meredith Corporation	Retransmission	4140562740	129.60
								307.80

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 6177:								
6178	08/15	08/14/2015	3690	44678	NATIONAL HOSE TESTING	Hose and Ladder testing	0540562446	1,997.90
Total 6178:								
6179	08/15	08/14/2015	3970	19268	OAWU	2015-16 membership renewal	2140562030	112.15
6179	08/15	08/14/2015	3970	19268	OAWU	2015-16 membership renewal	3140562030	112.15
Total 6179:								
6180	08/15	08/14/2015	4070	5070366	ONE CALL CONCEPTS, INC.	Regular Tickets	5140562110	7.35
Total 6180:								
6181	08/15	08/14/2015	4200	AR170009	OREGON DEPT. OF ENERGY	Energy Supplier Assessment	5140562030	1,447.20
6181	08/15	08/14/2015	4200	AR170009	OREGON DEPT. OF ENERGY	Energy Supplier Assessment	5140562030	361.80
Total 6181:								
6182	08/15	08/14/2015	6769	07-15-223	PARC Resources, LLC	Land Use Q & A	0140262075	222.75
Total 6182:								
6183	08/15	08/14/2015	6948	1121	Peterson Pro Media	Photography 2nd quarter payment	0840562160	1,450.00
Total 6183:								
6184	08/15	08/14/2015	4670	9314293	PORT OF CASCADE LOCKS	Bridge Tickets - EL	5140562201	30.00
6184	08/15	08/14/2015	4670	9830450	PORT OF CASCADE LOCKS	Bridge Tickets - EL	5140562201	30.00
Total 6184:								
6185	08/15	08/14/2015	4810	18212	PRINT IT	#10 Window Envelope w/Permit	0140162010	364.00
6185	08/15	08/14/2015	4810	18213	PRINT IT	#10 Window Security Envelopes	0140162010	304.00
6185	08/15	08/14/2015	4810	18338	PRINT IT	Name Plates	0140162010	36.00
Total 6185:								
								694.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
6186	08/15	08/14/2015	6857	112127	Rescue Source (DBA)	rope, sweatshirt, rappel belt	0540562029	135.40
Total 6186:								135.40
6187	08/15	08/14/2015	6780	5037176358	Ricoh Americas Corporation	Copies	0140162110	127.29
Total 6187:								127.29
6188	08/15	08/14/2015	5040	357	ROCKRANCH ENTERPRISES	Contract PW Super	0340562080	1,090.00
Total 6188:								1,090.00
6189	08/15	08/14/2015	5220	ZA16004176	SENSUS METERING SYSTEMS	1S 200A 120V 60H	5140562750	160.90
6189	08/15	08/14/2015	5220	ZA16004176	SENSUS METERING SYSTEMS	1S 200A 120V 60H	5140562750	160.90
Total 6189:								321.80
6190	08/15	08/14/2015	6886	JULY 2015	Sinclair Television Group, Inc.	retransmission	4140562740	356.40
Total 6190:								356.40
6191	08/15	08/14/2015	5460	JULY 2015	Sosnkowski & Cleaveland P. C.	Attorney Fees	0140162100	1,728.50
Total 6191:								1,728.50
6192	08/15	08/14/2015	5510	8035337303	STAPLES CONTRACT & COMMERCIA	copy paper	0140162010	62.60
6192	08/15	08/14/2015	5510	8035446812	STAPLES CONTRACT & COMMERCIA	calculator Ink, paper	0140162010	46.29
Total 6192:								108.89
6193	08/15	08/14/2015	6835	1276809	Tire Factory	wheels and wheel bolts	2140562441	365.19
6193	08/15	08/14/2015	6835	1276809	Tire Factory	credit balance from 1/1/12013	2140562441	224.56
6193	08/15	08/14/2015	6835	1276809	Tire Factory	wheels and wheel bolts	3140562441	365.19
6193	08/15	08/14/2015	6835	1276809	Tire Factory	credit balance from 1/1/12013	3140562441	224.57
Total 6193:								281.25
6194	08/15	08/14/2015	6010	2015-16	TRAVEL PORTLAND	Brochure Distribution at OCC for 1 year	0840562115	75.00

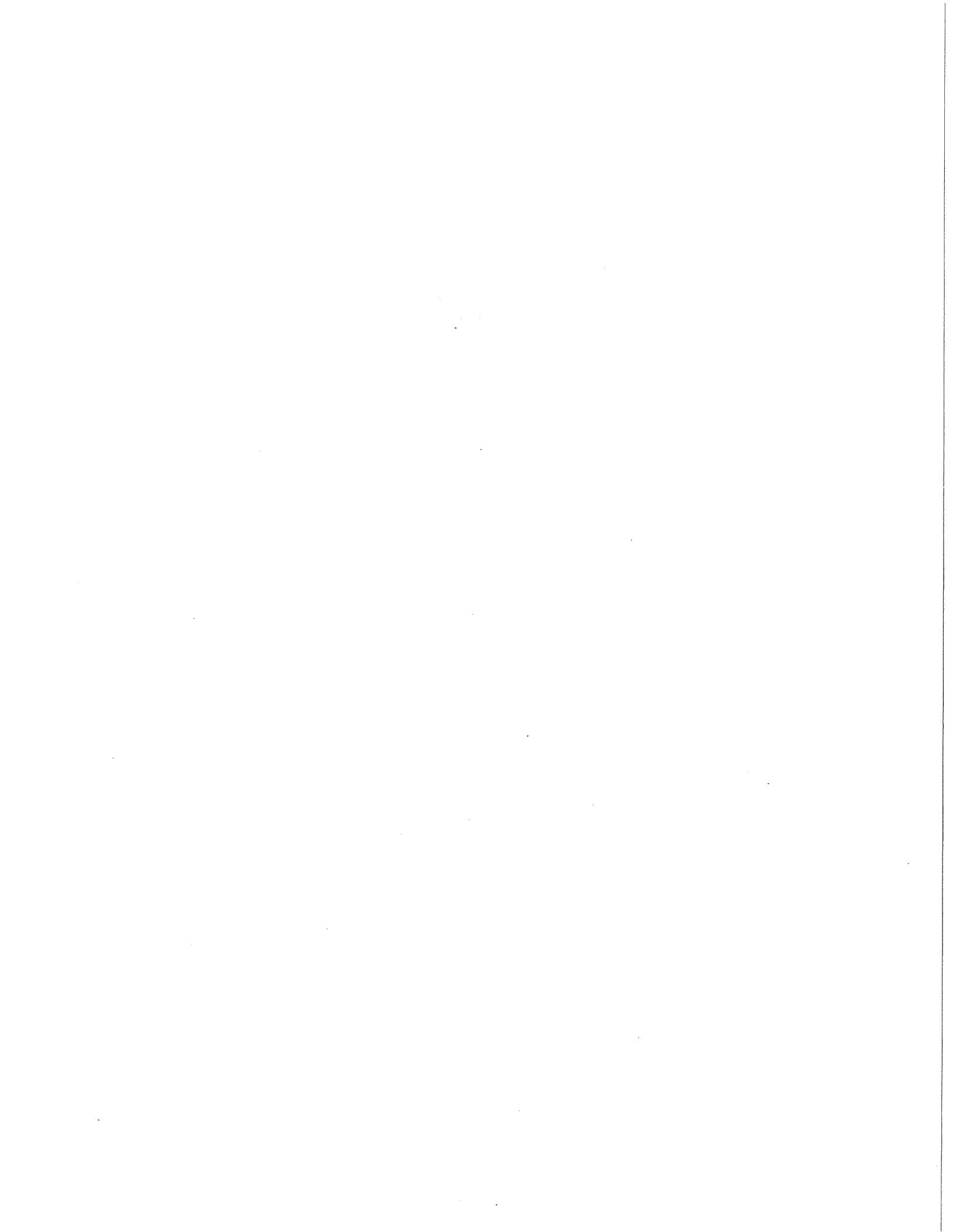
Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 6194:								
6195	08/15	08/14/2015	4910	500304507 8	Travis or Chadlyne Hedrick	Refund Deposit	5121130	138.45
Total 6195:								
6196	08/15	08/14/2015	6070	931140	TWGW, INC NAPA AUTO PARTS	adapters, air grease gun pistol, lucas red	5140562201	158.09
6196	08/15	08/14/2015	6070	932231	TWGW, INC NAPA AUTO PARTS	break cleaner	5140562201	66.96
6196	08/15	08/14/2015	6070	932329	TWGW, INC NAPA AUTO PARTS	wrench 4-wheel drive, material assortme	5140562201	22.77
6196	08/15	08/14/2015	6070	932456	TWGW, INC NAPA AUTO PARTS	hand cleaner, wire, fuse holder	0540562441	40.61
6196	08/15	08/14/2015	6070	933678	TWGW, INC NAPA AUTO PARTS	Harmonic Balancer, Kano Oil	0540562441	33.33
Total 6196:								
6197	08/15	08/14/2015	6460	2016-19	WEST COLUMBIA GORGE CHAMBER	2015-16 Membership Dues	0840562113	75.00
Total 6197:								
6198	08/15	08/14/2015	6897	1630840.001	Witmer Public Safety Group, Inc.	structure gloves	0540563020	167.96
6198	08/15	08/14/2015	6897	E1358776	Witmer Public Safety Group, Inc.	class A foam	0540562360	171.18
6198	08/15	08/14/2015	6897	E1358776	Witmer Public Safety Group, Inc.	Promo 10% off order	0540562350	81.08
6198	08/15	08/14/2015	6897	E1358776	Witmer Public Safety Group, Inc.	Freight	0540562350	29.99
6198	08/15	08/14/2015	6897	E1358776	Witmer Public Safety Group, Inc.	multi-purpose device rescue pulley	0540563025	665.59
6198	08/15	08/14/2015	6897	E1358777	Witmer Public Safety Group, Inc.	Promo 10% off order	0540562360	66.56
6198	08/15	08/14/2015	6897	E1358777	Witmer Public Safety Group, Inc.	Freight	0540562350	27.99
6198	08/15	08/14/2015	6897	E1358777	Witmer Public Safety Group, Inc.	multi-purpose device rescue pulley	0540563025	665.59
Total 6198:								
6199	08/15	08/14/2015	6690	080715	WOOSLEY, KATHY	Reimburse Mileage	0140162020	52.90
Total 6199:								
6200	08/15	08/14/2015	6740	0450-4530	YOUR PARTY CENTER	coil nailer for shop-rented	5645163941	112.20
Total 6200:								
8141501	08/15	08/14/2015	3650	15070390	NATIONAL CABLE TELEVISION COOP.	Programming	4140562740	3,956.82

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 8141501:								3,955.82
Grand Totals:								75,101.85

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-21010	.50	15,565.04	15,564.54
01-21011	12.00	.00	12.00
01-301-43280	.00	.50	.50
01-401-62010	799.89	.00	799.89
01-401-62020	75.90	.00	75.90
01-401-62082	1,970.00	.00	1,970.00
01-401-62100	1,728.50	.00	1,728.50
01-401-62110	127.29	.00	127.29
01-401-62552	1,262.77	.00	1,262.77
01-402-62075	222.75	.00	222.75
01-404-62520	11.99	.00	11.99
01-404-62540	262.27	.00	262.27
01-407-62630	127.90	.00	127.90
01-408-62020	430.00	.00	430.00
01-408-62025	249.70	.00	249.70
01-419-62250	8,284.08	.00	8,284.08
03-21010	.00	1,090.00	1,090.00
03-405-62080	1,090.00	.00	1,090.00
05-21010	147.64	6,255.45	6,107.81
05-405-62024	790.00	.00	790.00
05-405-62029	141.34	.00	141.34
05-405-62030	90.00	.00	90.00
05-405-62350	229.16	147.64	81.52
05-405-62351	478.49	.00	478.49
05-405-62420	82.85	.00	82.85
05-405-62439	488.98	.00	488.98
05-405-62440	73.95	.00	73.95
05-405-62441	383.64	.00	383.64
05-405-62446	1,997.90	.00	1,997.90
05-405-63020	167.96	.00	167.96
05-405-63025	1,331.18	.00	1,331.18
07-21010	.00	1,214.53	1,214.53
07-405-62131	1,214.53	.00	1,214.53
08-21010	.00	3,300.00	3,300.00
08-405-62113	75.00	.00	75.00
08-405-62115	1,775.00	.00	1,775.00
08-405-62160	1,450.00	.00	1,450.00
17-21010	170.34	506.58	336.24

GL Account	Debit	Credit	Proof
17-405-62520	478.28	170.34	307.94
17-405-62551	28.30	.00	28.30
21-21010	224.56	3,541.41	3,316.85
21-405-62030	112.15	.00	112.15
21-405-62070	2,483.74	.00	2,483.74
21-405-62441	365.19	224.56	140.63
21-405-62560	496.33	.00	496.33
21-415-62020	84.00	.00	84.00
31-21010	224.57	11,183.27	10,958.70
31-405-62030	112.15	.00	112.15
31-405-62070	3,347.60	.00	3,347.60
31-405-62441	365.19	224.57	140.62
31-405-62700	7,358.33	.00	7,358.33
41-21010	.00	5,173.02	5,173.02
41-405-62570	30.00	.00	30.00
41-405-62740	5,143.02	.00	5,143.02
51-21010	.00	4,571.35	4,571.35
51-21130	138.45	.00	138.45
51-405-62030	1,447.20	.00	1,447.20
51-405-62110	69.60	.00	69.60
51-405-62139	750.00	.00	750.00
51-405-62140	1,134.00	.00	1,134.00
51-405-62201	308.82	.00	308.82
51-405-62750	160.90	.00	160.90
51-405-62800	39.68	.00	39.68
51-406-62030	361.80	.00	361.80
51-406-62750	160.90	.00	160.90
56-21010	.00	23,468.81	23,468.81
56-405-63941	1,313.04	.00	1,313.04
56-451-63941	22,155.77	.00	22,155.77
Grand Totals:	76,637.07	76,637.07	.00



STAFF REPORT

Date Prepared: 8/17/15

For City Council Meeting on: August 24, 2015

TO: Honorable Mayor and City Council

PREPARED BY: Kathy Woosley, City Recorder

APPROVED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approve annual OLCC license renewals.

SYNOPSIS: The Oregon Liquor Control Commission (OLCC) notifies the City annually for input on renewal of liquor licenses. The City Council reviews and approves the annual OLCC license.

CITY COUNCIL OPTIONS:

- 1. Approve annual license renewals.**
- 2. Do not approve annual license renewals.**

RECOMMENDATION: That City Council, by motion, approve annual liquor license renewals.

Legal Review and Opinion: N/A

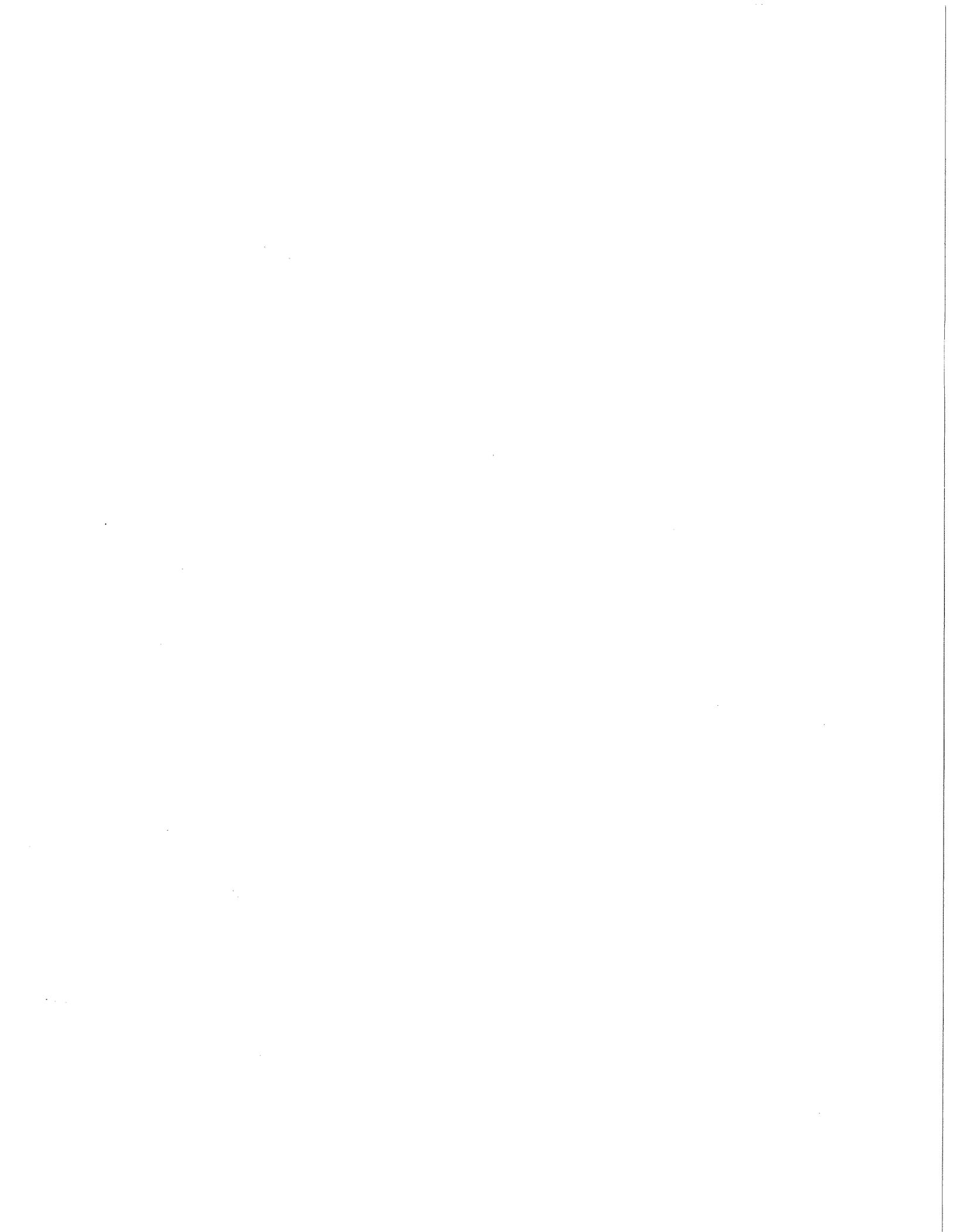
Financial review and status: N/A

BACKGROUND INFORMATION:

OLCC sends the City a letter in July stating which businesses are due for annual renewals. The City notifies the Sheriff to see if any reports have been made against any businesses in reference to their OLCC license. Information is given to Council for their input and approval of annual license renewals. Businesses pay a \$25 fee for annual review for each license to the City.

Attachments:

**Copy of letter from Sheriff Matt English
Letter from OLCC
Resolution No. 652**



RECEIVED
JUL 03 2015

Y:

June 30, 2015

City of Cascade Locks, Kathy Woosle
CASCADE LOCKS
PO Box 308
Cascade Locks OR 97014

RENEWAL NOTIFICATION PROCESS

It's time again for liquor license renewals in your area. Liquor licenses are due to expire **9/30/2015**. Attached is the list of licensees who are required to submit their renewal application to local government for comment. According to our records you charge:

\$25.00 Renewal Fee for ON PREMISES **\$25.00** Renewal Fee for OFF PREMISES

We told applicants to mail your local government fees to the address on this letter.

PLEASE NOTIFY US IMMEDIATELY IF THE FEE(S) OR ADDRESS ARE INCORRECT

HOW TO MAKE A RECOMMENDATION

You have until 9/3/2015 to make your recommendation. Below are your options for renewals:

RECOMMEND APPROVAL

1. **DO NOTHING.** If you do not submit a recommendation by **9/3/2015**, the OLCC will process the renewal application as a favorable recommendation.

RECOMMEND DENIAL (see additional information on page 2)

1. File an unfavorable recommendation, stating the grounds for the unfavorable (must meet the denial criteria on back of form); **OR**
2. Make a written request for additional time to complete an investigation. The request must state: 1.) you are considering making an unfavorable recommendation; 2.) the specific grounds being considered. **The grounds must be one referenced in Oregon Administrative Rule 845-005-0308(3).** If your request is granted you will be given a 45-day extension to file your unfavorable recommendation. Unfavorable means recommending denial of a license or requesting restrictions be placed on a license.

If you need assistance or would like to discuss a specific application, please contact your Local OLCC office for help. Please send renewal recommendation correspondence to OLCC License Renewals, P.O. Box 22297, Portland, OR 97269-2297. If you have questions, contact our license renewal section at 503.872.5138 or toll free at 1.800.452.6522 ext 5138.

Dist. # 4 Local Government: CASCADE LOCKS

License	Premises	Tradename	Participant	License Type	Premises Address
208890	6151	CASCADE INN	SELLINS INC	F-COM	SW COR OF HWY 30 & 7TH, CASCADE LOCKS, OR 97014
210211	5525	CASCADE LOCKS ALE HOUSE	US4J'S LLC	L	500 WANAPA, CASCADE LOCKS, OR 97014
210212	5525	CASCADE LOCKS ALE HOUSE	US4J'S LLC	O	500 WANAPA, CASCADE LOCKS, OR 97014
208460	16033	CASCADE LOCKS SHELL	CARSON OIL CO INC	O	425 WA NA PA, CASCADE LOCKS, OR 97014
208228	45483	CCL CHEVRON	C RIVER ENTERPRISES INC	O	437 WA NA PA ST, CASCADE LOCKS, OR 97014
209318	14664	CHARBURGER	WANAPA ROOM INC	F-COM	745 WANAPA ST, CASCADE LOCKS, OR 97014
207808	12402	COLUMBIA GORGE	AWI COLUMBIA GORGE LLC	O	WA NA PA ST, CASCADE LOCKS, OR 97014
	12402		AMERICAN WATERWAYS INC		
207809	12402	COLUMBIA GORGE	AWI COLUMBIA GORGE LLC	L	WA NA PA ST, CASCADE LOCKS, OR 97014
	12402		AMERICAN WATERWAYS INC		
208837	5526	COLUMBIA MARKET	RED STAR INC	O	450 WANAPA, CASCADE LOCKS, OR 97014
210207	51367	THUNDER ISLAND BREWING	THUNDER ISLAND BREWING COMPANY LLC	BP	515 PORTAGE WAY, CASCADE LOCKS, OR 97014

25.00

00

25.00

25.00

25.00

25.00

50.00

25.00

25.00

MATTHEW T. ENGLISH
SHERIFF

BRIAN ROCKETT
CHIEF DEPUTY

JAMIE HEPNER
PAROLE & PROBATION COMMANDER



ERICA STOLHAND
911 COMMANDER

TERRY L. BRIGHT
CHIEF CIVIL DEPUTY

JERRY KEITH
EXECUTIVE ASSISTANT

Aug 10, 2015

Kathy,

After review, we find no law enforcement related issues with the listed business.

As always, please call if you have further questions.

A handwritten signature in black ink, appearing to read "Matthew English". The signature is written over a horizontal line that serves as a separator between the signature and the printed name below it.

Matthew English, Sheriff



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

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

July 6, 2015

Sheriff Matt English
Hood River County Courthouse
309 State Street
Hood River, OR 97031

Dear Sheriff English:

RE: Annual Liquor License Renewal

The City Council will soon be considering annual renewals for OLCC for the following local businesses:

- Cascade Inn
- Cascade Locks Shell/Carson Oil
- CCL Chevron
- Columbia Gorge – American Waterways, Inc. (License Renewal and Off Premises)
- Columbia Market
- Cascade Locks Ale House (License Renewal and Off Premises)
- Charburger
- Thunder Island Brewing

The Council needs your input regarding these applications. Please let us know whether or not you feel they should be granted. We will appreciate hearing from you as soon as possible as the Council will review the applications and any comments from your office at their regular meeting on August 10, 2015.

Sincerely,

Kathy Woosley
City Recorder

RESOLUTION NO. 652

revised 03/19/92

A RESOLUTION ESTABLISHING A FEE SCHEDULE FOR VARIOUS SERVICES, LICENSES, LICENSE RENEWALS AND COPIES OF REPORTS.

WHEREAS, the City receives numerous requests for services for which the City currently does not charge a fee; and

WHEREAS, the frequency and the amount of staff time necessary to honor these requests is increasing; and

WHEREAS, it is necessary for the City to recover its direct and indirect costs for processing lien searches, license applications and license renewal applications, and other requests for staff time and materials;

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

Section 1. Types of Requests for Information or Action. The following requests for information, or action on a license or permit shall be covered by the fees schedule established by this resolution.

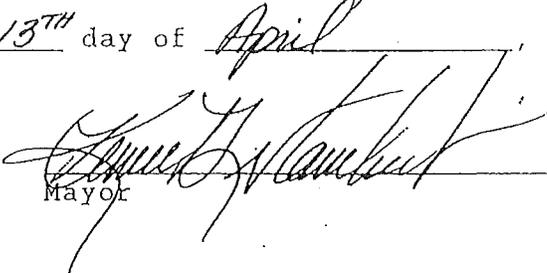
<u>Type of Request</u>	<u>Fee Schedule</u>
1. Lien Search	\$ 25.00
2. Liquor License Application	30.00
3. Liquor License Renewal	25.00
4. Ambulance or Fire Report	20.00
5. One Copy of City Newsletter Mailing List	50.00

Section 2. Payment of Fees. A request for information or action for the above list shall be accompanied by the above fee at the time the request is received by the City.

Section 3. Expiration of Resolution. This resolution shall remain in full effect unless repealed by the Council, or replaced by another resolution of the Council.

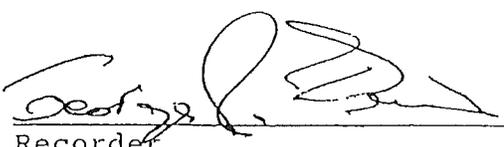
ADOPTED by the City Council this 13th day of April, 1992.

APPROVED by the Mayor this 13th day of April, 1992.

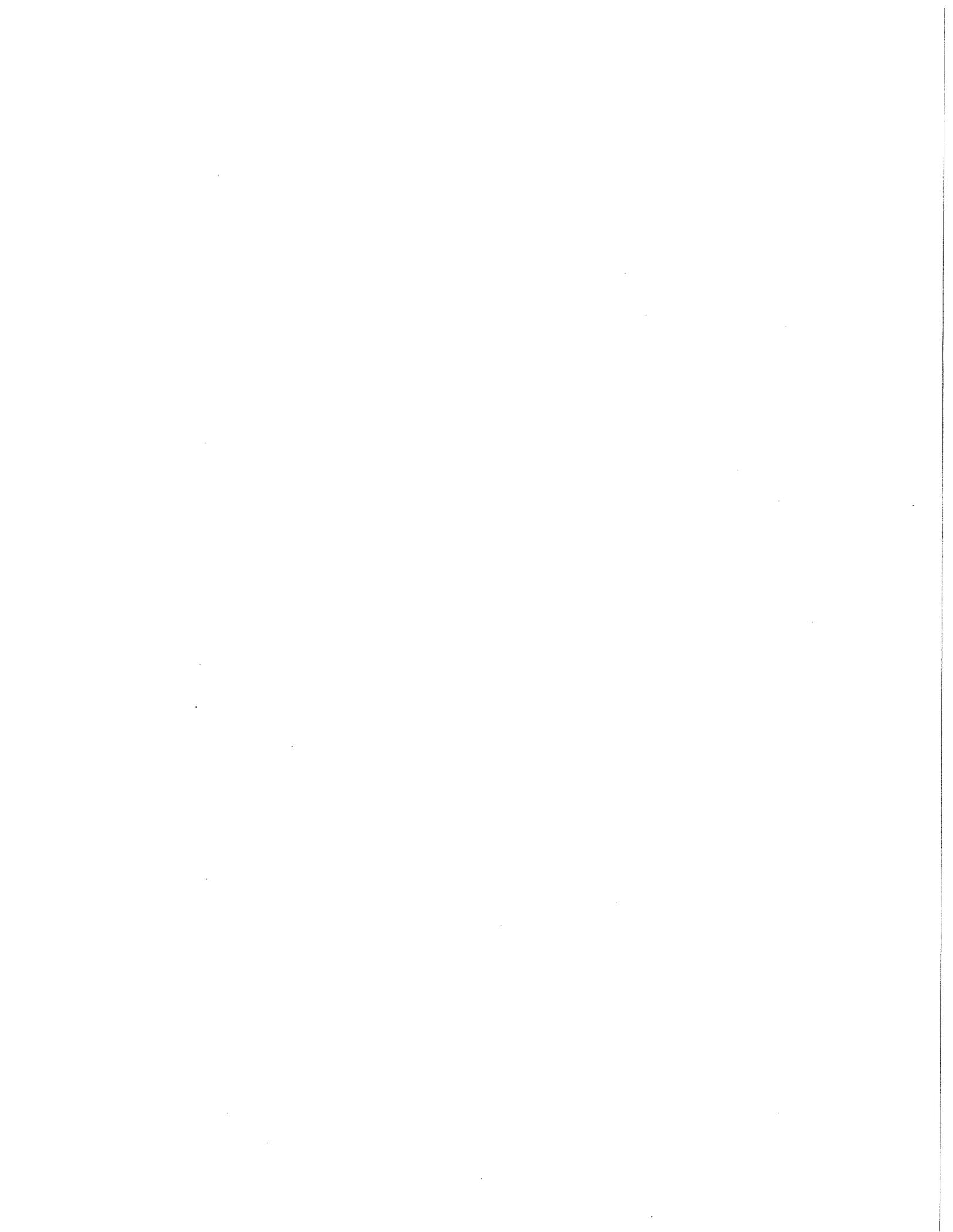


Mayor

ATTEST:



Recorder



AGENDA ITEM NO: 3d

CASCADE LOCKS STAFF REPORT

Date Prepared: August 18, 2015

For City Council Meeting on: August 24, 2015

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approval of Bond Counsel Contract

SYNOPSIS: At our last Council Meeting the Council approved hiring Mersereau Shannon LLP as the interim financing and bond counsel for our Water System Improvement Project. Jim Shannon has forwarded the attached contract to implement that selection.

CITY COUNCIL OPTIONS: Approve or reject the attached contract.

RECOMMENDED MOTION: "I move to approve the contract with Mersereau Shannon LLP providing interim financing and bond counsel for the City's Water System Improvement Project."

FINANCIAL REVIEW: This contract is not to exceed \$7,500 for the interim financing and \$9,500 for the bond counsel.



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of this 24th day of August, 2015, by and between Mersereau Shannon LLP (“Contractor” herein) and the City of Cascade Locks, Oregon, (“Issuer” herein).

ARTICLE 1. PURPOSE OF AGREEMENT

- 1.1 The purpose of this Agreement is to identify the relationship between the Issuer and the Contractor. The Contractor shall provide bond counsel services as requested by the Issuer. In consideration for said services, the Issuer shall pay the Contractor such monies and in such manner as herein described.

ARTICLE 2. WHOLE AGREEMENT

- 2.1 This Agreement is the complete and exclusive statement of the Agreement between the parties relevant to the purpose described above and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this Agreement. No modification of this Agreement will be binding on either party except as a written addendum signed by authorized agents of both parties.

ARTICLE 3. WRITTEN NOTICE

- 3.1 Any notice of change, termination or other communication having a material effect on this Agreement shall be served in one or more of the following manners:
- a. In-person delivery to an authorized officer, employee, agent or other representative of the contracting parties.
 - b. Deposited in the U.S. mails under certified or registered handling, postage prepaid, posted to the address(es) given in this document.

ARTICLE 4. GOVERNING LAW/VENUE

- 4.1 This Agreement shall be governed by the laws of the State of Oregon. Any action or suit commenced in connection with this Agreement shall be in the Circuit Court of Hood River County. The prevailing party shall be entitled to reasonable attorney’s fees and costs as awarded by the court including any action at the appellate level.
- 4.2 All rights and remedies of the Issuer shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the Issuer according to law. It is agreed that fifteen (15) calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.

ARTICLE 5. OREGON PUBLIC CONTRACTING CODE

- 5.1 All requirements of the Oregon Public Contracting Code, as applicable, are incorporated herein by reference.

ARTICLE 6. JUDICIAL RULINGS

- 6.1 If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or enforceability of this Agreement.

ARTICLE 7. INDEMNIFICATION

- 7.1 Contractor shall hold harmless and indemnify the Issuer, its officers, employees and agents for any and all claims, damages, losses and expenses, including but not limited to reasonable attorney(s) fees resulting from the failure on the part of the Contractor to perform its obligations contained in this Agreement.

ARTICLE 8. NONDISCRIMINATION

- 8.1 No persons shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age, national origin or physical handicap, (except where there are bona fide occupational qualifications). Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by the Issuer.

ARTICLE 9. FUNDING

- 9.1 In the event the Issuer reduces, changes, eliminates, or otherwise modifies the funding for any project covered by this Agreement, Contractor agrees to abide by any such decision including termination of service.

ARTICLE 10. NONASSIGNMENT

- 10.1 No portion of nor any interest in this Agreement may be assigned to a third party without the express and prior written approval of an authorized representative of the Issuer.

ARTICLE 11. USE OF ISSUER FACILITIES

- 11.1 Contractor and its employees or agents shall have the right to use only those facilities of the Issuer that are necessary to perform services under this Agreement and shall have no right of access to any other facilities of the Issuer without the prior approval of the authorized representative of the Issuer.

ARTICLE 12. TERMINATION OF AGREEMENT

- 12.1 This Agreement may be terminated under the following conditions:
- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
 - b. Upon thirty (30) calendar days written notice by either party to the other of intent to terminate.
- 12.2 The Issuer reserves the right to terminate this contract if and when the individual assigned to this account leaves the employ of the Contractor or is no longer available to service this account for the amount of time remaining in this contract. Notwithstanding any termination hereunder, all requirements of this Agreement shall remain in full force and effect through the date of termination.

ARTICLE 13. STANDARD OF SERVICES

- 13.1 Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional organization in the performance of similar services. It is understood that the Contractor must perform the services based in part on information furnished by Issuer and that Contractor shall be entitled to rely on such information. However, Contractor is given notice the Issuer will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services.
- 13.2 Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with sound technical practice and professional standards and the requirements of this Agreement.

ARTICLE 14. TERM OF AGREEMENT

- 14.1 This Agreement shall remain in full force and effect from date hereof until June 30, 2017, with an option to extend for one additional two-year period upon mutual written agreement of the parties hereto, unless terminated by one of the parties pursuant to Article 12 hereof.

ARTICLE 15. SURVIVAL

- 15.1 These terms, conditions, representations, and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

ARTICLE 16. INDEPENDENT CONTRACTOR

- 16.1 Contractor shall be an "independent contractor". All persons employed to furnish services hereunder are employees of Contractor and not of Issuer. Contractor shall have

responsibility for payment of all Workmen's Compensation, matching Social Security taxes, Unemployment Insurance and other statutory requirements for its employees assigned to any work contemplated by this Agreement. Further, Issuer shall not be liable for any of the Contractor's acts or omissions performed under this or other agreements to which Contractor is party.

ARTICLE 17. FEES

- 17.1 The Contractor agrees to provide professional bond counsel services for a USDA – RU water revenue obligation in the approximate amount of \$3,764,515, the proceeds of which include drilling a new well, adjacent to the two existing wells, constructing an above ground 480,000 gallon storage tank, installing 1,000 linear-feet of transmission main, 3,900 linear-feet of distribution line and abandoning/replacing approximately 23,500 linear-feet of existing pipe to improve the distribution and fire flow throughout the City's service area. Our fee and expenses to serve as bond counsel for the USDA-RU Loan will not exceed \$9,500, and \$7,500 to complete a privately placed interim financing.

Fees related to advice regarding tax matters, arbitrage compliance and review and other miscellaneous services not directly related to the specific financing will be determined on an hourly basis, using the following rates:

Partners	\$ 325.00 per hour
Associates	\$ 225.00 per hour
Legal Assistants	\$ 125.00 per hour

Billings shall accrue until the bond issue is closed and bond proceeds are delivered to the Issuer. Services rendered other than in connection with the specific bond issue will be billed monthly.

The Issuer shall have no liability for taxes, insurance or other expenses associated with the performance of the Contractor's duties hereunder.

ARTICLE 18. CHANGES

- 18.1 The fee specified herein shall include all services specified herein. Any change in the frequency or type of services shall cause the fee to be adjusted plus or minus accordingly.

ARTICLE 19. PUBLICITY

- 19.1 Contractor shall not use in its external advertising, marketing programs, or other promotional efforts any data, pictures, or other representations of the Issuer except on prior specific written authorization from Issuer management.

ARTICLE 20. ISSUER PRIORITIES

20.1 The Contractor shall comply promptly with any requests by the Issuer relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.

Dated as of the date and year first above written.

CITY OF CASCADE LOCKS, OREGON

By _____

Tom Cramblett
Mayor

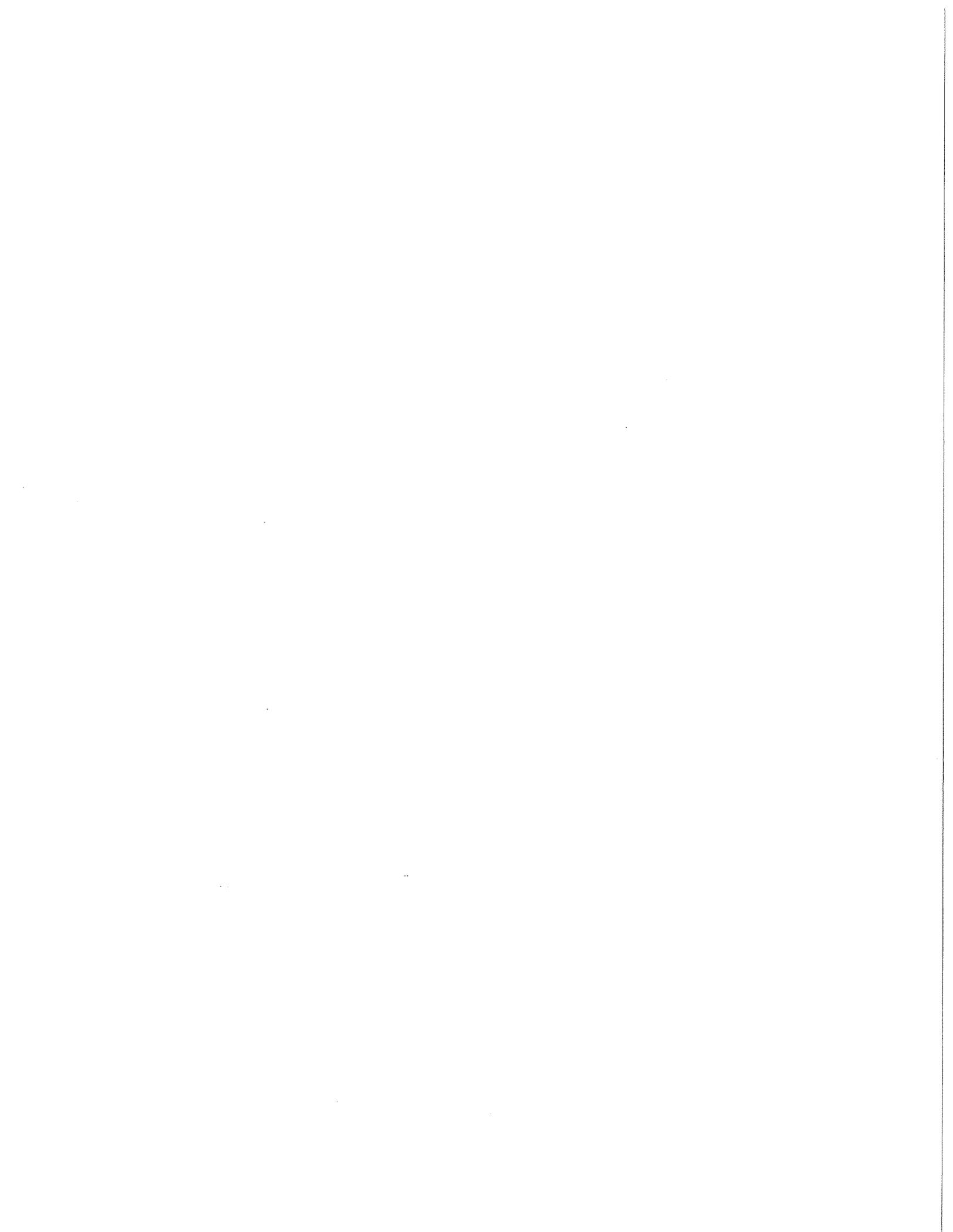
PO Box 308
Cascade Locks, OR 97014

MERSEREAU & SHANNON, LLP

By _____

James P. Shannon
Partner

1 SW Columbia, Suite #1600
Portland, OR 97258



CASCADE LOCKS STAFF REPORT

Date Prepared: August 17, 2015

For City Council Meeting on: August 24, 2015

TO: Honorable Mayor and City Council

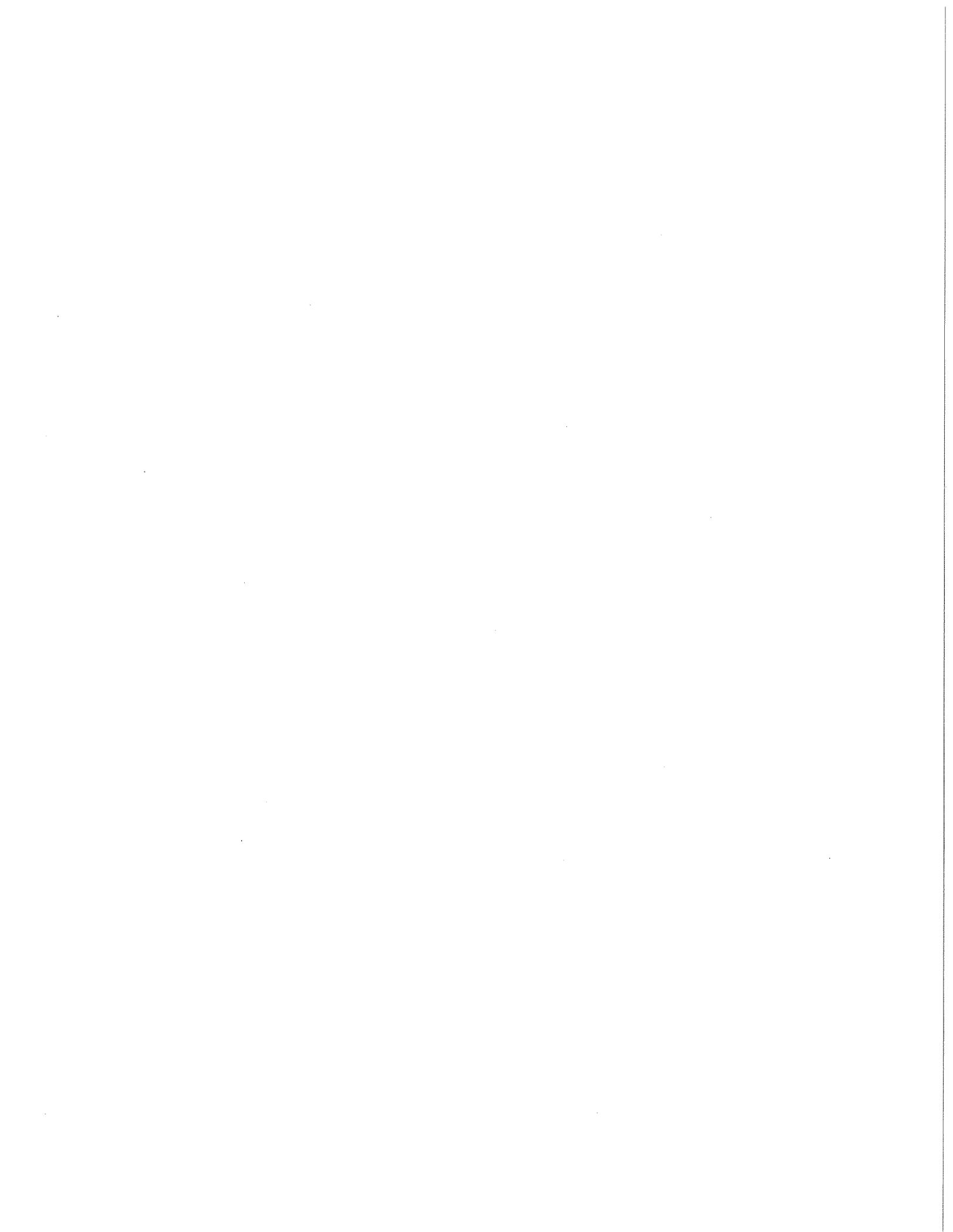
PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approve Resolution No. 1335 Authorizing a Loan for the Water System Improvement Project from the USDA-RUS.

SYNOPSIS: The City of Cascade Locks recently received the "Letter of Conditions" from the US Department of Agriculture Rural Utility Services. A copy of that letter is attached. The Council needs to a resolution that indicates the City will raise the rates necessary to pay back the loan. The completion of this resolution locks us into the project and assures an interim lender for the construction funds that they will be paid back. The proposed term of the loan is 40 years at 2.875%. If the City spends the whole amount on the project, the debt service charged to a 5/8 inch meter would be \$26.60 per month. The rate will need to be set when we receive the bids for construction and know with more certainty what the total borrowed will be. The City will also need to include collected 10% more each month to build the one year reserve required by the bond. We are also required to collect \$7,000 annually for maintenance. These two figures are included in the \$26.60 per month increase.

CITY COUNCIL OPTIONS: Approve the resolution or not do the project.

RECOMMENDED MOTION: "I move to approve Resolution No. 1335 authorizing the loan from the USDA Rural Utility Services in the amount of \$3,764,515."



LOAN RESOLUTION No. 1335
(Public Bodies)

A RESOLUTION OF THE City Council

OF THE Cascade Locks City of

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

Municipality

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the Cascade Locks City of

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

Three Million Seven Hundred Sixty-Four Thousand Five Hundred Fifteen & 00/100

pursuant to the provisions of _____; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

- 11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
- 12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
- 13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
- 14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
- 15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
- 16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
- 17. To accept a grant in an amount not to exceed \$ 0

under the terms offered by the Government; that the _____

and _____ of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the City Council _____ of the

Cascade Locks City of _____ has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this _____, _____ day of _____

(SEAL) _____ By _____

Attest: _____ Title _____

Title _____



United States Department of Agriculture

Rural Development

July 31, 2015

Oregon State Office

1201 NE Lloyd Blvd
Suite 801
Portland, OR 97232

Voice: (503) 414-3300
Fax: (503) 414-3392

City of Cascade Locks
Attn: Gordon Zimmerman
City Administrator
P.O. Box 308
Cascade Locks, OR 97014

RE: Rural Development Loan Conditions,
Water System Improvement Project

Dear Mr. Zimmerman:

LETTER OF CONDITIONS

USDA, Rural Development, Rural Utilities Service (RUS), hereby establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. Any changes in project cost, source of funds, scope of services, and/or any other significant changes in the project or applicant must be reported to and approved by Rural Development by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing processing of the application. This letter is not to be considered as loan approval or as a representation as to the availability of funds.

Please complete and return the attached Form RD 1942-46, "Letter of Intent to Meet Conditions," if you desire that further consideration be given to your application. This form also includes the request for the lowest interest rate possible. This will be either the interest rate at approval or loan closing, whichever is lowest. The loan will be considered approved on the date a signed copy of Form RD 1940-1, "Request for Obligation of Funds," is mailed to you.

If the conditions set forth in this letter, except those to be met at loan closing, are not met within 60 days from the date in this letter, Rural Development reserves the right to discontinue the processing of the application.

The term "Owner" as used in this letter refers to the above named addressee organization. Rural Development administers the RUS Water and Waste Disposal loan program. The term "facilities" refers to the City of Cascade Locks, to be improved to serve the residences and businesses in the area.

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Project Description:

The proposed improvements would allow the City of Cascade Locks to continue providing reliable water service to current and projected future residents and commercial/industrial customers. These improvements include drilling a new well, adjacent to the two existing wells, constructing an above ground 480,000 gallon storage tank, installing 1,000 linear-feet of transmission main, 3,900 linear-feet of distribution line and abandoning/replacing approximately 23,500 linear-feet of existing pipe to improve the distribution and fire flow throughout the city's service area.

1. Amount

The Rural Development, RUS, loan will not exceed \$3,764,515.00.

2. Loan Payment Schedule

The loan will be payable over a period of 40 years from the date of loan closing. An amortized payment of principal and interest will be scheduled on an annual basis. The Owner will issue a single instrument installment Revenue Bond. The annual payments will be \$159,616.00, unless you are notified otherwise.

Rural Development will utilize the Preauthorized Debit (PAD) payment process to allow loan payments to be electronically withdrawn from the owner's bank account on the day the payment is due. Form RD 3550-28, "Authorization Agreement for Preauthorized Payments," will be used to formalize authorization of this process.

3. Interim Financing

Interim financing shall be obtained immediately prior to the start of construction to finance the facilities during construction. A written commitment from the lender is required prior to RD's concurrence to the award. **Rural Development cannot issue a commitment letter to an interim lender until we have received closing instructions from USDA, Office of General Counsel and construction bids have been obtained confirming that the project can be completed based on available funding.**

These funds, along with other project funds received from other agencies and sources, shall be placed in a "**Project Construction Account.**" Such funds will be expended only for eligible project expenses approved by Rural Development. The term of the interim financing will be for no less than the total construction period. Upon completion of the project, RUS loan funds will be used to purchase the interim financing debt. The amount of the interim financing will not exceed \$3,764,515.00 including interest.

4. Disbursement of Funds

Owner's contribution will be expended before the disbursement of any RUS funds. Other funding, including interim financing will be expended prior to RUS grant funds may be drawn when the interim financing is exhausted.

When interim financing is utilized RUS loan funds will be advanced to the Owner when the loan is closed. RUS loan funds will be exchanged for the single instrument Revenue Bond and the RUS loan funds will be disbursed by the Owner to reimburse interim financing provided by a

commercial lender or other approved source. After providing for all authorized project costs, any remaining RUS project funds advanced but not utilized will be returned to Rural Development and canceled.

Once the funds are deposited into the Construction Account, they become your responsibility. Financial institutions or depositories accepting deposits of public funds and providing other financial agency services to the Federal Government are required to pledge adequate, acceptable securities as collateral. General requirements for designating depositories and regulations governing the pledging of collateral are identified in 31 CFR Part 202 ("Depositaries and Financial Agents of the Federal Government"). Treasury's current acceptability and valuation requirements are identified in 31 CFR Part 380 ("Collateral Acceptability and Valuation") and specific eligibility and valuation guidance is provided in Treasury's procedural instructions and on Treasury's Bureau of the Public Debt website at www.publicdebt.treas.gov. All funds in the account will be secured by a collateral pledge equaling at least 100% of the highest amount of funds expected to be deposited in the Construction Account at any one time.

Any RD grant funds not disbursed immediately upon receipt must be deposited in an interest bearing account except as follows:

- a. Federal grant awards (includes all federal funding sources) are less than \$120,000 per year.
- b. The best available interest bearing account would not be expected to earn in excess of the following:

Non-Profits

Interest earned on grant funds in excess of \$250 per year will be remitted to the RUS annually as required in 7CFR3019.

Public Bodies

Interest earned on grant funds in excess of \$100 per year will be submitted to RUS at least quarterly as required in 7CFR3016.

5. **Project Budget** - Funding from all sources has been budgeted for the estimated expenditures as follows:

<u>Project costs:</u>	<u>Total Budgeted:</u>
Interim Interest	\$ 100,000.00
Admin & Legal	\$ 25,000.00
Land and Rights of Way	\$ 15,000.00
Architectural/Engineering fees	\$ 388,061.00
Other Architectural/Engineering fees	\$ 50,000.00
Project Contingency	\$ 531,076.00
Construction	\$2,655,378.00
TOTALS	\$3,764,515.00

6. Excess RUS Loan Funds

Your funding needs will be reassessed if there is a significant reduction in project costs after bids are received. Obligated loan or grant funds not needed to complete the proposed project will be de-obligated. Any reduction will be applied to grants first. An "Amended Letter of Conditions" will be issued for any revised project budget.

<u>Project Funding Sources</u>	<u>Funding Amount:</u>
Applicant Contribution	\$ NONE
USDA RUS Loan	<u>\$3,764,515.00</u>
TOTALS	\$3,764,515.00

Any changes in funding sources following obligation of RUS funds must be reported to the processing official. If actual project costs exceed the project cost estimates, an additional contribution by the Owner may be necessary. Prior to advertisement for construction bids, you must provide evidence of applicant contributions and approval of other funding sources. This evidence should include a copy of the commitment letter.

7. User Verification

This letter of conditions is based upon you providing evidence or a certification that there will be at least 417 residential users and 76 commercial users on the (existing and proposed) system when construction has been completed. The Agency loan commitment is based on providing service to 24 large volume users.

Before the Agency can agree to the project being advertised for construction bids, you must provide evidence or a certification that the total required number of users are currently using the system or signed up to use the system and that the monthly water usage projected for each by the engineer is reasonable. In the event any of the large volume users discontinue the offered service, you must obtain enough additional revenue (i.e., increase in user rates, sign up of an adequate number of other users, reduction in project scope to reduce debt service and O&M, etc.) to make up the projected income that would be lost by not having those users on the system.

You must provide a positive program to encourage connection requirements, you must provide evidence of the ordinance and a certification attesting to the number of users that will be required to connect to the proposed system prior to advertisement bids. A guide for developing your "Positive Program to Encourage Connections" is available if needed.

Mandatory Hookups: If relying on mandatory connection requirements, you must provide evidence of the ordinance and a certification attesting to the number of users that will be required to connect to the proposed system prior to advertisement for construction bids.

8. Security Requirements

Security for the loan will be a single instrument installment Revenue bond and an Assignment of Income. The Bond will be dated as of the date of loan closing.

The Owner, through its Bond Counsel, is to provide Rural Development with a complete transcript for the Revenue Bond. The opinion from the Bond Counsel that is to accompany the Bond Transcript must show that the bond is a valid obligation of the City of Cascade Locks (See RUS Instruction 1780.14, Section 1780.14 (a).

The Owner will provide an assignment of sufficient income to repay the loan. This assignment is perfected in RUS Bulletin 1780-27, "Loan Resolution" (Public Bodies)

9. Property Rights

Prior to advertisement for construction bids, you must furnish satisfactory evidence that you have or can obtain adequate continuous and valid control over the lands and rights-of-ways needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation and Real Property Acquisition Act.

The Owner has obtained the minimum amount of land necessary for the construction of the facilities. The land was acquired by patent, deed, permit, easement or right-of-way. Any land purchased will be subject to concurrence by the Rural Development and no land will be purchased where the price exceeds the present market value of the land. Prior to advertising for construction bids and in order for Rural Development to obtain closing instructions from its legal counsel and authorize a lender to provide interim financing, the Owner shall provide the following evidence of title to property and evidence of control over the land and rights necessary for the project:

- a. Title Insurance on any land upon which a Water Reservoir, Pump Station, Well or any other structure costing more than \$1,000.00 is to be constructed. A preliminary title report should be provided to RUS as soon as practical.
- b. Right-of-Way easements prepared on Form RD 442-20 or other approved form for all Rights-of-Way which the applicant obtained for the proposed project.
- c. Right-of-Way Map.
- d. A Right-of-Way Certificate prepared by the Owner on Form RD 442.21.
- e. An Opinion of Counsel Relative to Rights-of-Way prepared on Form RD 442-22.
- f. The owner, contractor or responsible party will be required to obtain all required permits for the project prior to advertisement for construction bids. A narrative opinion from your attorney concerning all permits, certificates, licenses and other items necessary to show that all legal requirements can be met and stating how they will be met.

10. Pollution Control Standards & Other Governmental Requirements

The Owner is to provide a certificate or letter from the Oregon Department of Water Resources or the Department of Environmental Quality certifying that the facilities will meet applicable pollution control standards. In addition, the owner is to comply with all other requirements of RUS Instruction 1780, Section 1780.57 (g) (h).

11. Civil Rights & Equal Opportunity –

You should be aware of and will be required to comply with other federal statute requirements including but not limited to:

Section 504 of the Rehabilitation Act of 1973-Under section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving agency financial assistance.

Civil Rights Act of 1964 – All borrowers are subject to, and facilities must be operated in accordance with, title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) and subpart E of part 1901 of this title, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by paragraph 1901.202(e) of this title.

The Americans with Disabilities Act (ADA) of 1990 – This Act (42 U.S.C. 12101 *et seq.*) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications. Title II of the Act applies to facilities operated by State and local public entities which provides services, programs and activities. Title III of the Act applies to facilities owned, leased, or operated by private entities which accommodate the public.

Age Discrimination Act of 1975 – This Act (42 U.S.C. 6101 *et seq.*) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap.

12. Proposed Operating Budget and User Rate Structure

You must maintain a rate schedule that provides adequate income to meet the minimum requirements for operation and maintenance, debt service, and reserves. You will be required to submit a copy of your proposed annual operating budget and rate analysis to the Agency which supports the proposed loan repayment prior to the Agency giving you written authorization to proceed with the bidding phase. The operating budget should be based on a typical year cash flow after completion of the construction phase. Form RD 442-7 - "Operating Budget" attached or similar form may be utilized for this purpose. The rate analysis will be required to show the number of users, their average consumption based on a twelve month consecutive average, and rate structure to support the necessary revenue to make the operating budget cash flow. It is expected that O&M

will change over each successive year and user rates will need to be adjusted on a regular

Technical assistance resources may be available to help you evaluate and complete a rate analysis on your system. If you are interested please contact our office for phone numbers and contacts of these organizations

Taxes and Assessments – The user rates have been determined to be insufficient to meet the minimum requirements for operation and maintenance, debt service and reserves. Therefore, it is estimated that you will need an annual contribution from your taxing authority to make this system operational and financially viable. You will need to budget accordingly in your proposed operating budget.

13. Business Operations and User Charges

The Owner is to conduct the business operations in accordance with applicable State Codes and the Owner's rules and regulations. The Owner will provide service from the facilities to all areas where it is economically feasible.

The Owner is to adopt and enforce Rules and Regulations so that all users will pay equitable rates and water conservation will be promoted. The Owner will provide Rural Development copies of these Rules and Regulations adopted by the Owner prior to the start of construction. The rate schedule should result in sufficient income from the users for the Owner to obtain adequate income to pay estimated O&M, reserves and debt service.

14. Accounts, Records, and Audit Reports

You may be required to obtain the services of an independent licensed Certified Public Accountant (CPA). When permitted by state statutes or with the approval of the Agency, a state or Federal auditor may perform the audit in lieu of a CPA.

Audit Requirements – You must enter into a written audit agreement with the auditor and submit a copy to the Agency prior to advertisement of bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit or financial statements to be completed, the time frame in which the audit or financial statements will be completed, what type of reports will be generated from the services provided and how irregularities will be reported. Prior to the advertisement for bids, your accountant must certify to you and the Agency that the accounts and records as required by your bond resolution have been established and are operational.

The following management data will be required from you on an **annual basis** and be submitted to the Agency as specified below:

- a. A borrower that expends \$500,000 or more in federal financial assistance per fiscal year shall submit an audit performed in accordance with the requirements of OMB Circular A-133. As described above, the total federal funds expended from all sources shall be used to determine federal financial assistance expended. Projects financed with interim financing are considered federal expenditures.

- b. A borrower that expends less than \$500,000 in Federal financial assistance per fiscal year and an outstanding Agency loan balance of \$1,000,000 or more shall submit an audit performed in accordance with Generally Accepted Government Auditing Standards, (GAGAS).
- c. A borrower that expends less than \$500,000 in Federal financial assistance per fiscal year and has an outstanding Agency loan balance of less than \$1,000,000 may submit a management report, which includes at a minimum a Balance Sheet and an Income and Expense Statement.

Annual Budget and Projected Cash Flow - Thirty days prior to the beginning of each fiscal year, you will be required to submit an annual budget and projected cash flow to this office. With the submission of the annual budget, you will be required to provide a current rate schedule, a current listing of the Board or Counsel Members and their terms.

All borrowers who are not required to submit an audit report will, within 60 days following the end of the fiscal year furnish Rural Development with annual financial statements, consisting of a verification of the organization's balance sheet and statement of income and expense report signed by an appropriate official of the organization or other documentation as determined appropriate by the approval official. Form RD 442-2, Statement of Budget, Income and Equity, and RD 442-3, Balance Sheet may be used for this purpose.

Quarterly Reports – Quarterly management reports will be required until the processing office waives the required reports. You may use RD form 442-2 and complete schedule 1, page 1, columns 2-6 as appropriate and page 2. The area office will notify you in writing when the Quarterly reports are no longer required.

15. Insurance and Bonding

Prior to loan closing or start of construction, whichever occurs first, you must acquire the types of insurance and bond coverage shown below. The use of deductibles may be allowed providing you have the financial resources to cover potential claims requiring payment of the deductible.

The Agency strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions. It is your responsibility and not that of the Agency to assure that adequate insurance and fidelity or employee dishonesty bond coverage is maintained.

- a. General Liability Insurance – Include vehicular coverage.
- b. Workers' Compensation - In accordance with appropriate State laws.
- c. Position Fidelity Bond(s) or Acceptable Dishonesty Insurance- All positions occupied by persons entrusted with the receipt and/or disbursement of funds must

be bonded. You should have each position bonded in an amount equal to the maximum amount of funds to be under the control of that position at any one time. The coverage may be increased during construction of this project based on the anticipated monthly advances. The minimum coverage acceptable to the Agency will be for each position to be bonded for an amount at least equal to one annual installment on your Agency loan(s). The amount of coverage should be discussed and approved by the Agency. Form RD 440-24, "Position Fidelity Bond" may be used for this purpose.

- d. National Flood Insurance - If the project involves acquisition or construction in designated special flood or mudslide prone areas, you must purchase a flood insurance policy at the time of loan closing.
- e. Real Property Insurance - Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured and subsurface lift stations except for the value of electrical and pumping equipment. Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all facilities identified above.

16. Reserve Account

Reserves must be properly budgeted to maintain the financial viability of any operation. Reserves are important to fund unanticipated emergency maintenance and repairs, and assist with debt service should the need arise.

It has been determined as part of this funding proposal that you have sufficient funds to establish reserves for the following purposes and amounts:

As part of this RUS loan proposal you must establish and fund annually a debt service reserve fund equal to 10% of the annual payment each year over the life of the loan until the city accumulates an amount equal to one annual installment. This reserve is required to establish an emergency fund for maintenance and repairs and debt repayment should the need arise. Ten percent of the proposed loan installment is \$15,962.00 per year.

This reserve should be maintained in a separate bookkeeping account and proof of the reserve balance will be provided each year in the Balance Sheet and/or the Notes to the Financial Statements in the Annual Audit Report. This reserve is in addition to any existing or future reserve account obligations of the Owner.

In addition to the debt service reserve account, you must establish and maintain a short lived asset replacement reserve fund. An amount equaling or exceeding \$7,000.00 shall be placed into the fund annually. The purpose of this fund is to replace facility assets with an estimated life of less than fifteen years. No RD concurrence is required to use the reserve funds for the stated purpose.

17. Loan Resolution

RUS Bulletin 1780-27, "Loan Resolution," (Public Bodies) showing the correct amount of the loan is to be adopted and executed by the Owner and provided to Rural Development prior to the loan closing.

18. Grant Agreement

Attached is a copy of RUS Bulletin 1780-12, "Water or Waste System Grant Agreement," for your review. You will be required to execute a completed form prior to the advertisement for construction bids.

19. Professional Service Contracts

- a. **Engineering Services** – The Agency must approve any agreements and modifications to agreements for professional engineering services.

The agreement for engineering services should consist of the Engineers Joint Contract Documents Committee (EJCDC) documents as indicated in RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance" or other approved form of agreement.

- b. **Resident Inspector(s)** – Full-time inspection is required unless a written exception is made by the Agency upon your written request. This service is to be provided by the consulting engineer or other arrangements as approved by the Agency.

Prior to the pre-construction conference, a resume of qualifications of the resident inspector(s) will be submitted to the owner and Agency for review and approval. The owner will provide a letter of acceptance for all proposed observers to the engineer and Agency. The resident inspector(s) must attend the pre-construction conference.

- c. **Agreement for Other Professional Services** – Professional services of the following may be necessary: Attorney, bond counsel, accountant, auditor, appraiser, environmental professionals, and financial advisory of fiscal agent (if desired by applicant). Contracts or other forms of agreements for other services including management, operation, and maintenance will be developed by the applicant and presented to the Agency for review and concurrence. Guidance on entering into agreements or contracts of these types is available from the Agency.

20. Construction Contract Documents, Final Plans and Bidding

- a. The contract documents should consist of the EJCDC Construction Contract Documents as indicated in RUS Bulletin 1780-26 or other approved form of agreement.
- b. The contract documents, final plans, and specifications must comply with RUS Instruction 1780, Subpart C – Planning, Designing, Bidding, Contracting, Construction and Inspections and be submitted to the Agency for approval prior to advertisement for bids.

- c. The use of any procurement method other than competitive bidding must be requested in writing and approved by the Agency.
- d. A preconstruction conference must be held prior to the start of construction with the contractors, the engineer, Owner, resident inspector, other funding agencies' representatives and Rural Development. (Specific attention will be given to the responsibilities of the Owner, its consultants [project architect or engineer], and Rural Development regarding project monitoring, change orders, approval of pay requests, etc.). Rural Development Form RD 1924-16, "Record of Pre-construction Conference," or similar form will be used for the agenda.
- e. The Agency requires prior agency concurrence with all Change Orders, Invoices, and Payment Estimates.

21. Construction Accounting and Monitoring

A construction account must be set up and must provide for detailed accounting of all project costs. Payment requests must reflect the dollar amount of each funding agency's share in addition to the Rural Development share.

Project Monitoring Reports: All billed cost or disbursements for the project must be submitted monthly to Rural Development on OR Guide 21, "Project Monitoring Report." The owner must submit copies of all bills, invoices, or statements with the Monitoring Report.

The owner shall provide Rural Development with the initial monthly report prior to the pre-construction conference and continuing until the project is completed and accepted by the owner.

All funds will be disbursed by the owner for authorized construction that has been completed in accordance with approved construction plans and specifications and for land, legal, engineering, interest, and administrative costs related to the project. All proposed payments for construction will be documented on Form RD 1924-18, "Partial Payment Estimate," and will be submitted monthly to Rural Development for review and concurrence **prior to payment** by the **Owner**.

Electronic Fund Transfer: Once all interim financing funds and contributions by the owner and other agencies have been expended Rural Development grant funds will be advanced to the owner by the Rural Development on a 30-day basis as The owner will provide Rural Development with a complete Form RD 440-11, "Estimate of Funds Needed for 30 Day Period Commencing XXX," or similar form for each advance of funds.

To facilitate a prompt disbursement, Form SF-3881, "Electronic Funds Transfer Payment Enrollment Form" will need to be completed and submitted prior to the initial grant fund request.

- 22. **Bid Authorization** – Projects are not to be advertised for construction bids until permission to do so has been received from the Rural Development Area Office. Once all conditions outlined in this letter have been met, the Agency may authorize you to advertise the project for construction bids: Such advertisement must be in accordance with appropriate State statutes. Immediately after bid opening you must provide the Agency with (a) bid tabulation and (b) your engineer's evaluation of bids and (c) your recommendation for contract awards.

If the Agency agrees that the construction bids received are acceptable adequate funds are available to cover the total project costs, and all administrative conditions of loan approval have been satisfied, loan closing instructions will be issued to you setting forth any further requirements that must be met before a Notice of award may be issued.

23. Refinancing and Graduation to Other Credit

The Owner agrees that if at any time it shall appear to the Government that the Owner is able to refinance the indebtedness from responsible cooperative or private credit sources, at reasonable rates and terms for loans for similar purposes and periods of time, the Owner will, upon request of the Government, apply for and accept such financing in sufficient amount to repay the Government and will take all action necessary to obtain the financing. Graduation is required by section 333(c) of the Consolidated Farm and Rural Development Act [7 U.S.C. 1983(c)].

24. Drug-Free Workplace Act of 1988 (P.P. 100-690)

The Owner must execute Form AD-1049, "Certification Regarding Drug-Free Workplace Requirements (Grants)."

25. Vulnerability Assessments (VA) and Emergency Response Plans (ERP)

Congress enacted the Public Health Security and Bioterrorism Preparedness Response Act of 2002, Public Law 107-188 (Bioterrorism Act). The Bioterrorism Act amended the Safe Drinking Water Act (SDWA) to require all medium and large sized community water systems (serving populations greater than 3,300) to assess vulnerability to terrorist attack and develop emergency plans for response to such an attack. Medium and large community water systems are being monitored by the U.S. EPA for completion of VA's and ERP's.

Rural Development requires all financed water and wastewater systems to have a Vulnerability Assessment (VA) and an Emergency Response Plan (ERP) in place. New water or wastewater systems must provide a certification that an ERP is complete prior to the start of operations. A certification that a VA is complete must be submitted within one year of the start of operations. All other borrowers must provide a certification that a VA and ERP is complete prior to bid authorization.

You will also be required to provide a certification that the VA and ERP are complete and are current every three years after the start of operations. RD does not need or want a copy of the VA or ERP. The requested certification will be sufficient to meet our needs. Technical assistance providers are available to provide on site assistance if desired.

26. Debarment, Suspension, and Other Responsibility Matters

Executive Order 12549 requires the following certifications:

- a. Form AD-1047, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters." The Owner must execute this form to certify it is not debarred or suspended from Government assistance.
- b. Form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion." This form is to be used by the Owner to obtain a certification from any person or entity with which it contracts exceeding \$25,000 in regard to this facility.

27. **Applicable State Statutes and Requirements** – Evidence must also be provided indicating your system has a licensed operator, meeting State requirements, will be available prior to the system becoming operational or a suitable supervisory agreement with a licensed operator is in effect.

28. **Equal Opportunity**

Compliance with Executive Order 11246 is required. The Owner shall complete and adopt Form RD 400-1, "Equal Opportunity Agreement."

29. **Historic Preservation**

The Owner agrees that all facilities will be designed and constructed in a manner which will contribute to the preservation and enhancement of sites, structures, and objects of historical, architectural, and archaeological significance. All facilities must comply with the National Historic Preservation Act of 1966 (16 U.S.C. 470) as supplemented by 36 CFR 800 and Executive Order 11593, "Protection and Enhancement of the Cultural Environment."

30. **Small and Minority Business Utilization**

Affirmative steps should be taken by the Owner to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. The Owner should utilize OR Guide 19 of OR Instruction 1942-A when developing a plan for utilizing minority and small business firms. The Owner will submit a written statement or other evidence to Rural Development of the steps taken to comply with this condition.

31. **Environmental Requirements** -

- a. **Mitigation** - At the conclusion of the proposal's environmental review process, specific actions were determined necessary to avoid or minimize adverse environmental impacts. The following list of actions are required for successful completion of the project and must be adhered to during project design and construction.
 1. Cascade Locks Water District shall obtain and comply with all required County, State, and federal permits, including mitigations measures;
 2. An Inadvertent Discovery Plan (IDP) must be "in place" before construction begins. If earth disturbing activities during project construction uncover cultural materials (i.e. structural remains, historic artifacts, or prehistoric artifacts), the area around the discovery shall be secured, all work shall cease, and the appropriate authorities shall be contacted to discuss appropriate protocol for removal, inventory, and proper preservation of the resource(s). These authorities are: 1) RD State Environmental Coordinator (SEC) Michael Beyer, at (503) 414-3368; 2) the Oregon State Historic Preservation Office Archaeologist, Dennis Griffin, at (503) 986-0674. The RD SEC will notify any applicable tribal contacts;

3. If earth disturbing activities in any portion of the project area uncover human remains, all work shall cease immediately in accordance with Treatment of Native American Human Remains Discovered Inadvertently or through Criminal Investigations on Private and Public, State-Owned Lands in Oregon and ORS 97.740-.994 and 358.905-961. The area around the discovery shall be secured and the Hood River County Coroner and RD SEC shall be notified immediately. The RD SEC shall notify the State Archeologist at SHPO and the appropriate tribes without delay.
 4. The project will require a Stormwater Management Plan that must be kept at the construction site with records of weekly inspections and storm event monitoring reports. Construction specifications shall contain requirements that reflect DEQ Best Management Practices (BMP) for temporary erosion and sedimentation controls during construction of the project;
 5. Section 106 consultation with SHPO's historic preservation and archaeological groups, and with the interested Tribes, must be completed to the satisfaction of USDA and any resultant mitigation measures incorporated into the project design before the project will be released for bidding.
- b. Project Modifications – The project as proposed has been evaluated to be consistent with all applicable environmental requirements. If the project or any project element deviates from or is modified from the original approved project, additional environmental review may be required.

32. Restrictions on Lobbying

In order to comply with Section 319 of Public Law 101-121 which prohibits applicants and recipients of Federal contracts, grants and loans from using Federal appropriated funds for lobbying the Federal Government in connection with the award of a specific contract, grant or loan, all contractors and subcontractors must:

- a. Execute the attached Certification for Contracts, Grants, and Loans.
 - b. Complete Standard Form LLL, "Disclosure of Lobbying Activities The Certification (and, if appropriate, the Disclosure) must be provided to Rural Development.
33. Cost Overruns – Cost overruns exceeding 20% of the development cost at time of loan or grant approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date. Cost overruns must be due to high bids or unexpected construction problems that cannot be reduced by negotiations, redesign, use of bid alternatives, rebidding or other means prior to consideration by the Agency for subsequent funding,. Such requests will be contingent on the availability of funds.

34. Use of Remaining Funds

Applicant contributions and connection or tap fees will be the first funds expended in the project. Remaining funds may be considered in direct proportion to the amounts obtained from each source and handled as follows:

- Remaining funds may be used for eligible loan and grant purposes, provided the use will not result in major changes to the original scope of work and the purpose of the Loan and grant remains the same.
- Agency loan funds that are not needed will be applied as an extra payment on the Agency indebtedness unless other disposition is required by the bond ordinance, resolution by the bond ordinance, resolution or State statute.
- Grant funds not expended for authorized purposes will be cancelled with 30 days of project completion. Prior to actual cancellation, you and your attorney and engineer will be notified of the Agency's intent to cancel the remaining funds and given appropriate appeal rights.

35. Loan and Grant Closing

The loan will be closed in accordance with instructions to be issued by the USDA Office of General Counsel.

Before the loan is closed, the Owner will be required to provide Rural Development with statements from the contractor, engineer, and attorney that they have been paid to date in accordance with their contract or other agreements and in the case of the contractor, he has paid his suppliers and subcontractors. Any exceptions must be authorized under Rural Development Instruction 1780, Section 1780.45.

The RUS loan will be closed after the Owner has complied with the following conditions:

- a. Construction of the project is completed and the Owner, project engineer, and Rural Development approve and accept the project.
- b. The contractors have provided the required warranty bonds
- c. The Owner shall submit a final report of project funds upon completion of the project. The report shall be in sufficient detail to allow Rural Development to determine that interim financing funds were expended in compliance with Rural Development loan approval conditions.

Enclosed is the Processing Checklist, which lists the various steps and docket items necessary to accomplish in order to complete the proposed loan. We look forward to continue working with you to complete this project and if you have any questions please contact Drew Davis, Community Programs Specialist at the Portland Rural Development Office.

Sincerely,



Drew K. Davis
Community Programs Specialist

cc: Sam Goldstein, Community Programs Director
Darrin Eckman, P.E., Tenneson Engineering Corporation, Consulting Engineers
Merina & Company, LLP, Certified Public Accountant
Ruben Cleaveland, Sosnkowski & Cleaveland LLC, Attorney

Enclosures for Letter of Conditions:

Form SF-3881 "Electronic Funds Transfer Payment..."
Form RD 400-1, "Equal Opportunity Agreement"
Form RD 400-4, "Assurance Agreement"
Form RD 440-24, "Position Fidelity Schedule Bond"
Form RD 442-2, "Statement of Budget, Income and Equity"
Operating Budget
Form RD 442-20, "Right-of-Way Easement"
Form RD 442-21, "Right-of-Way Certificate"
Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way"
Form RD 1924-7, "Contract Change Order"
Form RD 1924-16, "Record of Pre-construction Conference"
Form RD 1924-18, "Partial Payment Estimate"
Form RD 1940-1, "Request for Obligation of Funds"
Form RD 1942-46, "Letter of Intent to Meet Conditions"
Form RD-3550-28 "Authorization Agreement for Preauthorized Payments"
Form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions"
RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Standard Documents..."
RUS Bulletin 1780-27, "Loan Resolution" (Public Bodies)
OR Guide 1, 1780-6, "Processing Checklist"
OR Guide 21, Project Monitoring Report
OR Guide 15, "Guide for an Operation and Maintenance Manual"
OR Guide 17, "Oregon RUS Supplemental General Conditions"
OR Guide 18, "Rural Development Procurement Requirements Regarding Small, Minority, and
Women's Businesses and Labor Surplus Area Firms"

NOTE: you may access our web-site for many of these forms
www.usda.gov/rus/water

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED () Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 43-014-*****2134		LOAN NUMBER	FISCAL YEAR 2015
2. BORROWER NAME Cascade Locks City of		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
		4. STATE NAME Oregon	
		5. COUNTY NAME Hood River	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - A/IAN 4 - HISPANIC 5 - A/PI	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER	8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.
10. SEX CODE 1 - MALE 2 - FEMALE	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO	13. CREDIT REPORT 1 - YES 2 - NO
14. DIRECT PAYMENT 2 (See FMI)	15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 1 - YES 2 - NO	
17. COMMUNITY SIZE 1 - 10,000 OR LESS (FOR SFHAND HPG ONLY) 2 - OVER 10,000	18. USE OF FUNDS CODE (See FMI)		
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE 061 (See FMI)	20. PURPOSE CODE 1	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN \$3,764,515.00	25. AMOUNT OF GRANT	
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR	28. INTEREST RATE 2.8750 %	29. REPAYMENT TERMS 40
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)	32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN		
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR	34. BEGINNING FARMER/RANCHER (See FMI)		

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder COPY 1 - Finance Office COPY 2 - Applicant/Lender COPY 3 - State Office

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

Subject to:

- 1. RUS Instructions 1780
- 2. Letter of Conditions dated July 31, 2015 and amendments thereto
- 3. Office of General Counsel (OGC) closing Instructions

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. YES NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date July 31, 20 15 Tom Hamblett
(Signature of Applicant)

Date _____, 20_____
(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: _____

Date Approved: _____ Title: _____

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

LETTER OF INTENT TO MEET CONDITIONS

Date July 31, 2015

TO: United States Department of Agriculture

Rural Development

(Name of USDA Agency)

1201 NE Lloyd Blvd., Suite 801
Portland, OR 97232

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated June 31, 2015. It is our intent to meet all of them not later than Sept. 30, 2015.

City of Cascade Locks

(Name of Association)

BY

Tom Gramble

Mayor

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated 07-31-2015 between
Cascade Locks City of

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations; and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (f) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as , but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

Recipient

Tom Condeletts

Recipient

(CORPORATE SEAL)

Cascade Locks City of

Name of Corporate Recipient

Attest:

Secretary

By Mayor

President

Proposed Rate

Meter Size	Number	Current Fixed Charge			New Debt Service			Current Annual Revenues			New Debt Service			Total
		Meter Maint.	Base Charge	Fire Flow	Meter Maint.	Base Rate	Fire Flow	Meter Maint.	Base Rate	Fire Flow	Meter Maint.	Base Rate	Fire Flow	
5/8 inch	421	\$ 0.88	\$ 9.50	\$ 1.00	\$ 26.60	\$ 37.98	\$ 4,445.76	\$ 47,994.00	\$ 5,052.00	\$ 134,383.20	\$ 191,874.96			
3/4 inch	9	1.10	14.12	1.00	29.26	45.48	118.80	1,524.52	108.00	3,160.08	4,911.40			
1 inch	12	1.42	23.34	3.00	37.24	65.00	204.48	3,360.45	432.00	5,362.56	9,359.49			
1 1/2 inch	11	2.82	46.38	6.00	47.88	103.08	372.24	6,122.47	792.00	6,320.16	13,606.87			
2 inch	11	3.96	74.04	8.00	77.14	163.14	522.72	9,773.82	1,056.00	10,182.48	21,535.02			
2 inch turbine	1	6.04	74.04	10.00	77.14	167.22	72.48	888.53	120.00	925.68	2,006.69			
3 inch turbine	2	7.78	161.65	15.00	292.60	477.03	186.72	3,879.49	360.00	7,022.40	11,448.61			
3 inch compound	4	15.60	161.65	20.00	292.60	489.85	748.80	7,758.97	960.00	14,044.80	23,512.57			
4 inch compound	-	25.20	290.45	25.00	372.40	713.05	-	-	-	-	-			
6 inch	-	50.00	400.00	35.00	558.60	1,043.60	-	-	-	-	-			
5/8 inch (rural)	4	0.88	9.50	1.00	26.60	37.98	42.24	456.00	48.00	1,276.80	1,823.04			
Total	475						\$ 6,714.24	\$ 81,758.25	\$ 8,928.00	\$ 182,678.16	\$ 280,078.65			

Meter Size	Number	Current Usage Charge			Current Annual Revenues			Total
		Average	Usage Rate	Total	Usage Rate	Total	Total	
5/8 inch	421	5,000	\$ 2.50	\$ 12.50	\$ 63,150.00	\$ 63,150.00	\$ 63,150.00	
3/4 inch	9	5,000	\$ 2.50	\$ 12.50	1,350.00	1,350.00	1,350.00	
1 inch	12	40,000	\$ 2.50	\$ 100.00	14,400.00	14,400.00	14,400.00	
1 1/2 inch	11	40,000	\$ 2.50	\$ 100.00	13,200.00	13,200.00	13,200.00	
2 inch	11	40,000	\$ 2.50	\$ 100.00	13,200.00	13,200.00	13,200.00	
2 inch turbine	1	40,000	\$ 2.50	\$ 100.00	1,200.00	1,200.00	1,200.00	
3 inch turbine	2	40,000	\$ 2.50	\$ 100.00	2,400.00	2,400.00	2,400.00	
3 inch compound	4	40,000	\$ 2.50	\$ 100.00	4,800.00	4,800.00	4,800.00	
4 inch compound	-	40,000	\$ 2.50	\$ 100.00	-	-	-	
6 inch	-	40,000	\$ 2.50	\$ 100.00	-	-	-	
5/8 inch (rural)	4	5,000	\$ 2.50	\$ 12.50	600.00	600.00	600.00	
Total	475				\$ 114,300.00	\$ 114,300.00	\$ 114,300.00	

Total Fixed and Usage Charges:

\$ 394,378.65

\$ 159,640.72
 \$ 15,964.07
 \$ 7,000.00
 \$ 182,604.79

STAFF REPORT

Date Prepared: 8/7/15

For City Council Meeting on: 8/24/15

TO: Honorable Mayor and City Council

PREPARED BY: Kathy Woosley

APPROVED BY: Gordon Zimmerman, City Administrator

SUBJECT: Review and Update Council Rules.

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

CITY COUNCIL OPTIONS:

1. Discuss and make amendments to Council Rules.
2. Do not change Council Rules.
3. Other action as deemed desirable by City Council.

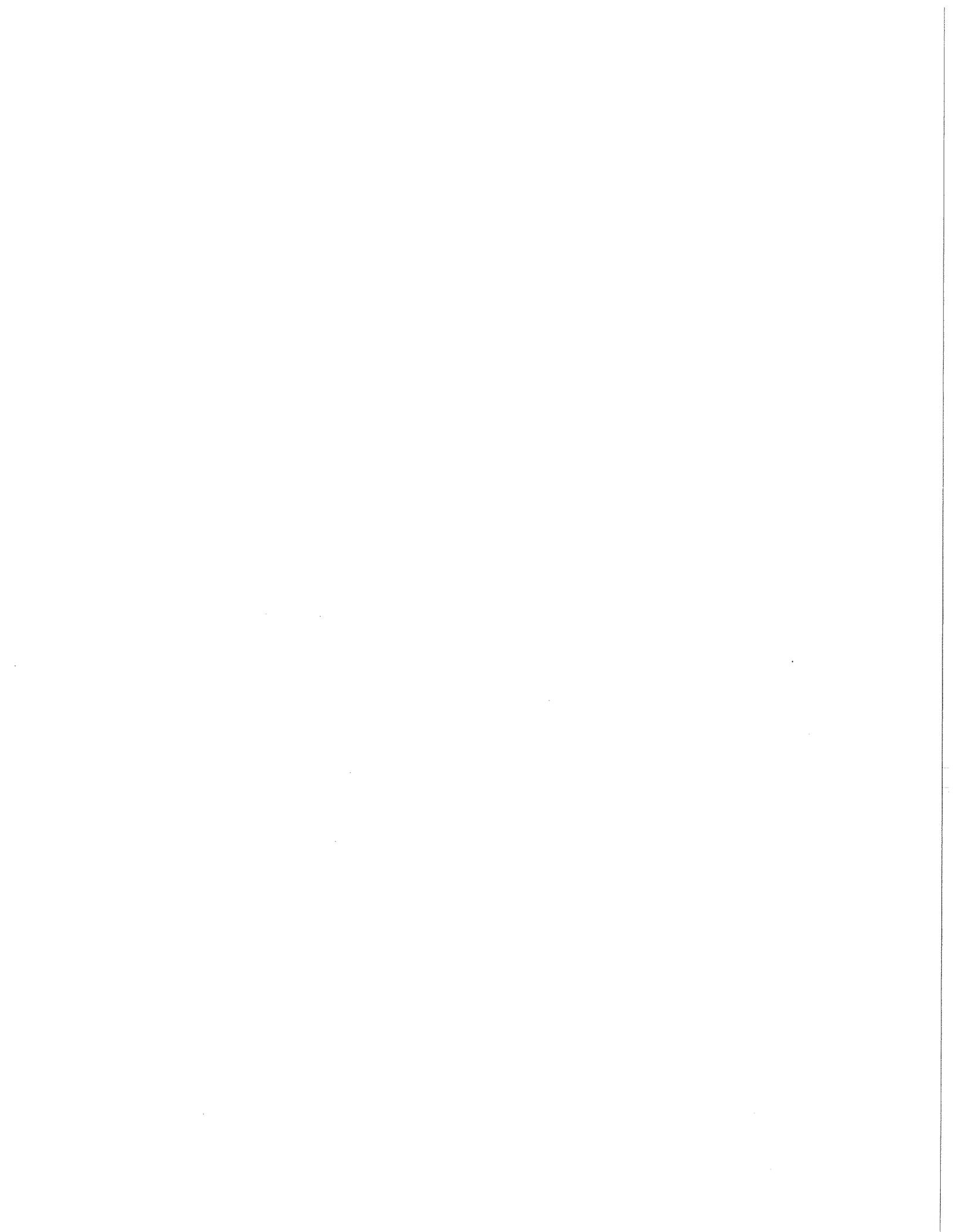
RECOMMENDATION: To conduct its annual review of the most current Council Rules and Procedures and direct staff to make necessary changes.

Legal Review and Opinion: None necessary.

Financial review and status: None necessary.

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

Attachment: 2014 Council Rules



CITY OF CASCADE LOCKS

COUNCIL PROCEDURES



ADOPTED SEPTEMBER 22, 2014
CITY OF CASCADE LOCKS
COUNCIL PROCEDURES

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INTRODUCTION

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

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

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

DEFINITIONS

As used in these Rules, the following mean:

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

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

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

SECTION 1: AUTHORITY

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

SECTION 2: MAYOR AND COUNCIL

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

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

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

SECTION 3: COUNCIL MEETINGS

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

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

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

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

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

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

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

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

Public investments. ORS 192.660(2)(j)

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

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

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

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

SECTION 4: AGENDA AND ORDER OF BUSINESS

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

a. REGULAR MEETING

1. Call to Order
 - a. Pledge of Allegiance

b. Roll Call

2. Additions or Amendments to the Agenda
3. CONSENT AGENDA. Consent agenda items are business items about which there is expected to be no conflict and are generally routine business items. Consent agenda items usually include Action on Minutes and Payment of Approved Claims, and which do not require a roll call vote.
4. Public Hearings
5. Action Items
6. Appearance of Interested Citizens

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

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

7. Reports and Presentations
 - a. City Committees
8. Mayor and City Council Comments
9. Other Matters
10. Executive Session
11. ADJOURN REGULAR MEETING

b. PUBLIC HEARINGS

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

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

4.2 Agenda Preparation.

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

SECTION 5: COUNCIL DISCUSSION AT PUBLIC MEETINGS

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

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

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

SECTION 6: COUNCIL MOTIONS AT PUBLIC MEETINGS

6.1 General.

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

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

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

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

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

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

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

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

6.4 Postpone.

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

b. A motion to postpone indefinitely is debatable and is not amendable. It may be reconsidered at the same meeting only if approved by an affirmative vote. This motion does not really postpone the matter, but effectively rejects the matter without a direct vote.

6.5 Call for Question. A motion to call for the question ends debate on the matter and is not debatable. A second is required for this motion and it fails without a majority vote. Debate may continue if the motion fails.

6.6 Amendment.

a. A motion to amend may be made to a previous motion that has been seconded but not voted on. A second is required for this motion. An amendment is made by adding, striking, or substituting words.

b. Motions to adjourn, agenda order, lay on the table, roll call vote, point of order, reconsideration, and take from the table may not be amended.

c. Amendments are voted on first, then the main motion as amended or not.

6.7 Reconsideration. When a question has been decided, any Council member who voted in the majority may move for reconsideration. The motion for reconsideration must be made before adjournment of the meeting in which final action on the ordinance, resolution, order or other decision was taken.

SECTION 7: COUNCIL RELATIONS AND COMMUNICATIONS

7.1 Council Relations With Staff.

a. Questions of City staff and/or requests for additional information should be directed to the City Administrator or a Department Head through the City Administrator. However, simple questions readily answerable may be directed to a Department Head or senior staff member. Materials or information supplied in response will be provided to all Council members.

b. When questions relate to matters on a meeting agenda, Council members are encouraged to present their questions to the City Administrator prior to the meeting when possible. This helps to resolve common questions or issues prior to the meeting so that substantive discussion and action can take place at the meeting.

c. Council members will not direct staff to take any action or initiate any project or study without the approval of a majority of the Council.

d. Council members should never express concerns about the performance of a City employee in public or to the employee directly. Comments about staff performance should only be made to the City Administrator through private correspondence or conversation.

7.2 Council Relations With One Another in Public Meetings.

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

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

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

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

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

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

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

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

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

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

SECTION 8: CODE OF ETHICS

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

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

SECTION 9: COUNCIL MEETING STAFFING

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

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

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

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

SECTION 10: COMMITTEES

10.1 Appointment, Removal, and Replacement Generally.

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

10.2 Liaisons/Representatives to Other Agencies.

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

10.3 Organization of the Committee System.

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

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

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

10.4 Guidelines for Committee Operation.

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

10.5 Committee Goal Setting.

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

SECTION 11: USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION

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

SECTION 12: MEDIA

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

SECTION 13: SUSPENSION OR AMENDMENT OF COUNCIL RULES

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

SECTION 14: EXPENSES AND REIMBURSEMENT FOR MAYOR AND COUNCILORS.

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

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

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

APPENDIX

PROCEDURE FOR PUBLIC HEARINGS

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

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

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

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

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

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

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

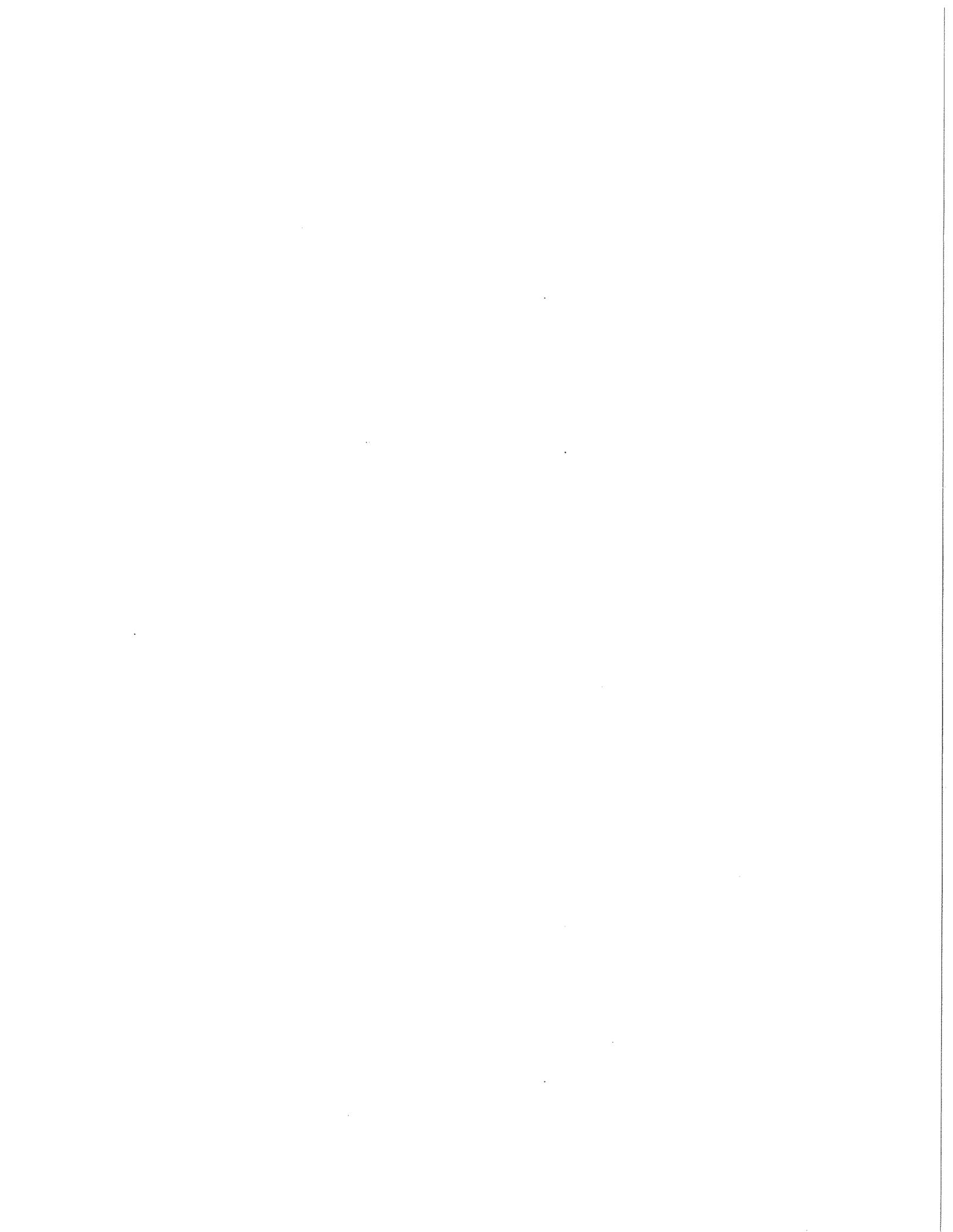
2. Conducting Legislative Hearings. The following is the general order of legislative public hearing proceedings:
 - a. The Mayor, or Presiding Officer, announces the convening of the Public Hearing and announces the nature of the matter to be heard as it is set forth on the agenda.
 - b. Discussion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

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

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

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

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



CASCADE LOCKS STAFF REPORT

Date Prepared: August 17, 2015

For City Council Meeting on: August 24, 2015

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Discussion of Crosswalk Engineering

SYNOPSIS: The Community Action Team is very interested in improving the safety of the crosswalks in town. To that end, the team submitted a letter to ODOT requesting a meeting to discuss the potential options for improvement. At the meeting were Port representatives Jess Groves and Holly Howell, ODOT representatives Andrew Plambeck, Larry Olson, Katie Bell, and Basil Christopher, and me. As we talked about the request, ODOT indicated that the two crosswalks on the east end of WaNaPa at City Hall and the School are the only ODOT approved (and owned) crosswalks in the City. The three City sidewalks at the Best Western/Bridgeside, the Post Office, and the East Wind were the responsibility of the City and were not approved by ODOT or built to engineering standards.

Upon checking with staff, the history of those three crosswalks was unclear. In any event, now that ODOT has told us that they were never approved and that they are not properly engineered or signed, I am very concerned as the City's risk manager. If someone is injured in a non-approved crosswalk that the City maintains, the liability could be huge. Marked crosswalks may give pedestrians a feeling of safety that may not actually exist. Our accident history is very good, but with the increasing number of tourists in the summer months and the potential for increasing year round traffic with the expansion of business in the industrial park, the risk of an accident is increasing.

In order to have the crosswalks approved, the City must pay for the engineering study done to ODOT standards which will take about 6 months. The estimated cost of the study is \$20,000. When the study is completed, we will then need to implement the study by placing the correct amount of crosswalks in the correct location with the correct signage. I have no estimate of that cost. ODOT has indicated that they have the engineering time available to do the study and are putting together a proposal for the City to consider. At the time of putting this staff report together, we have not yet received that quote.

The City does have \$57,214 in contingency and/or may redirect the \$14,988 from the Capital Reserve Fund to fund the engineering.

CITY COUNCIL OPTIONS: Now that we know there is a problem with our crosswalks, it is imperative that the City mitigate the risk by performing the engineering study. The choices start with who would do the engineering study, ODOT or a private firm, providing that the study is done to ODOT standards. Once a quote is received from either or both options, the Council will need to select the appropriate funding source for this study.

RECOMMENDED MOTION: Discussion only. Direction needed.

Gordon Zimmerman

From: Holly Howell <hhowell@portofcascadelocks.org>
Sent: Wednesday, August 12, 2015 6:35 PM
To: PLAMBECK Andrew R; ODOT Dist. 2C; Basil.R.CHRISTOPHER@odot.state.or.us; katherine.e.bell@odot.state.or.us
Cc: Kristen Stallman; Gzimmerman@cascade-locks.or.us; Jess Groves; Paul Koch
Subject: ODOT Site Visit - Cascade Locks - Crosswalks on Wa Na Pa Street

Flag Status: Flagged

Andrew, Katie, Basil, and Larry,

Many thanks for your time and expertise during your visit to Cascade Locks today. I believe you understand our community's concerns regarding the safety of the crosswalks in our downtown business district, as the town comes back to life following several decades of severe economic decline.

To recap our meeting:

My understanding is that there are 5 crosswalks total, 2 ODOT, and 3 city. The existing city crossings are believed to be un-permitted. This was new information to City Administrator Gordon Zimmerman.

Your recommended next step is for the City to identify funding (ballpark \$10k - \$20k) for an engineering study in order to permit and possibly enhance the existing crosswalks. ODOT Engineering Supervisor has indicated that they do have capacity internally to perform the work on contract. ODOT can provide a refined estimate for this work.

Additionally, if the City Council were to request a revision to the speed zoning downtown and/or along Forest Lane in the future, an ODOT team from Salem would conduct a 6 month speed study to determine whether it is appropriate to reduce the posted speed in either location. Gordon Zimmerman was not supportive of this as an immediate next step for the downtown district.

Andrew will look into whether or not ODOT will allow the city to erect the basic pedestrian crossing sign at the post office crosswalk, though concern was expressed regarding cautionary sign clutter reducing efficacy with drivers.

Jess asked Andrew to review possible sources of funding to help offset the cost of the engineering study to the small community.

It was mentioned that community members may resort to a hand-held flag system, similar to neighboring Stevenson, WA, although case studies show high theft rate with flags.

Holly will provide the ODOT team with related project documents. Holly will assist Gordon take the Engineering Study funding request to City Council as liability reduction measure.

There was additional conversation about the City's previous STIP application on the 150% list, a previous option for jurisdictional transfer, diagonal parking alternative, bulb-outs, new sidewalk at fruit vendor lot (thank you!), etc.

Thank you,

--

Holly C. Howell

Marketing & Development Manager

Port of Cascade Locks

PO BOX 307

Cascade Locks, OR 97014

www.portofcascadelocks.org

(541) 374-8619 Office

(541) 419-1148 Cell

Please consider the environment before printing

AGENDA ITEM NO: 5e

CASCADE LOCKS STAFF REPORT

Date Prepared: August 17, 2015

For City Council Meeting on: August 24, 2014

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

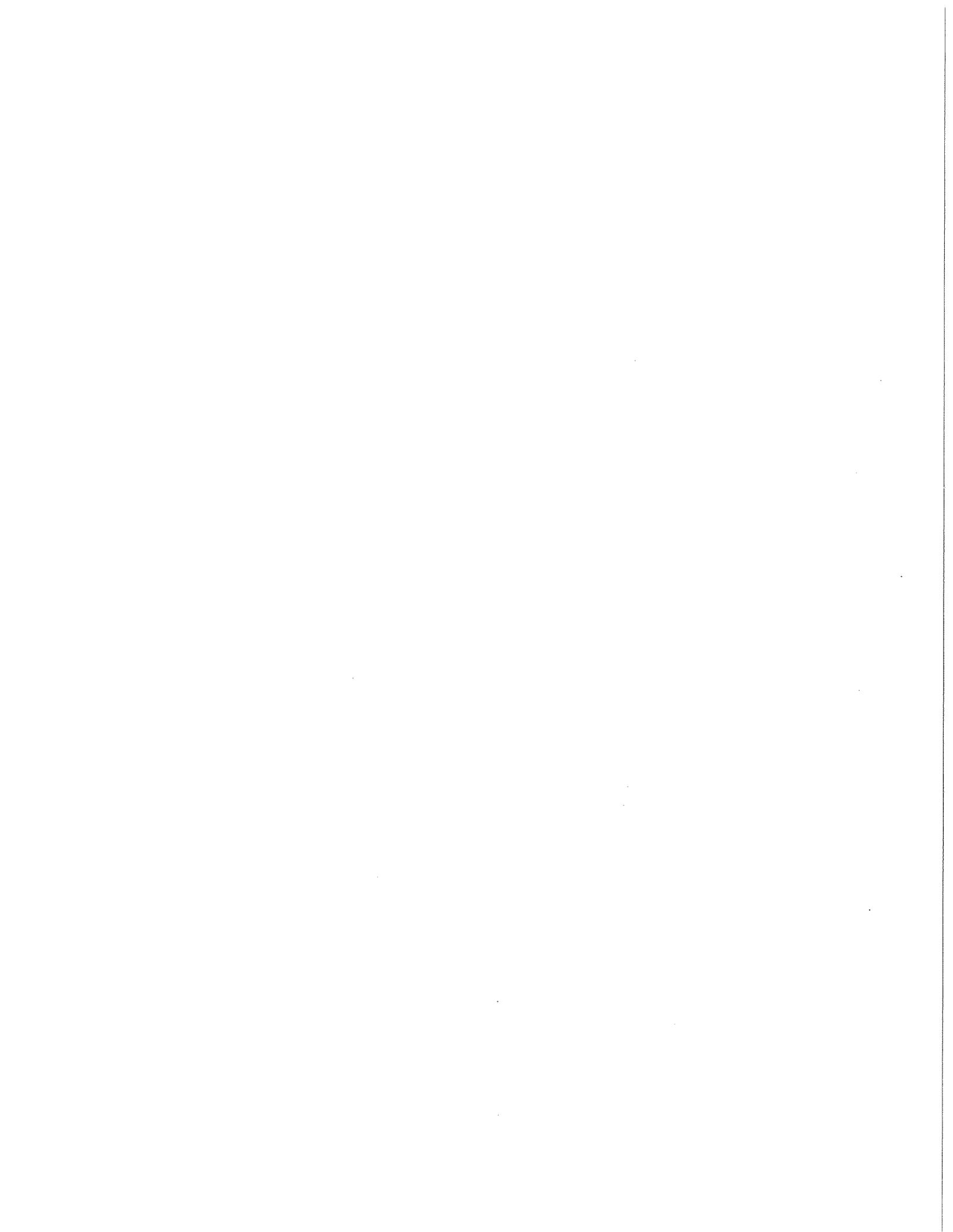
SUBJECT: Approval of Water System Improvement Project Change Notice

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

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

CITY COUNCIL OPTIONS: Approve the change notice.

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



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

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

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

Background Data

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

Owner: City of Cascade Locks

Engineer: Tenneson Engineering Corporation

Project: 2015 Water System Improvement Project

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

Additional Services to be performed by Engineer

Description of Modifications:

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

Agreement Summary:

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

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

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

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

OWNER:

ENGINEER:

City of Cascade Locks

Tenneson Engineering Corporation

By: _____
Print
name: Thomas Cramblett

By: Darrin Eckman
Print
name: Darrin Eckman

Title: Mayor

Title: Vice-President

Date Signed: _____

Date Signed: 08.17.15

Agency Concurrence:

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

Agency Representative

Date

Name and Title

CASCADE LOCKS STAFF REPORT

Date Prepared: August 18, 2015

For City Council Meeting on: August 24, 2015

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Discussion of Potential Electric Utility Rate Increase

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

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

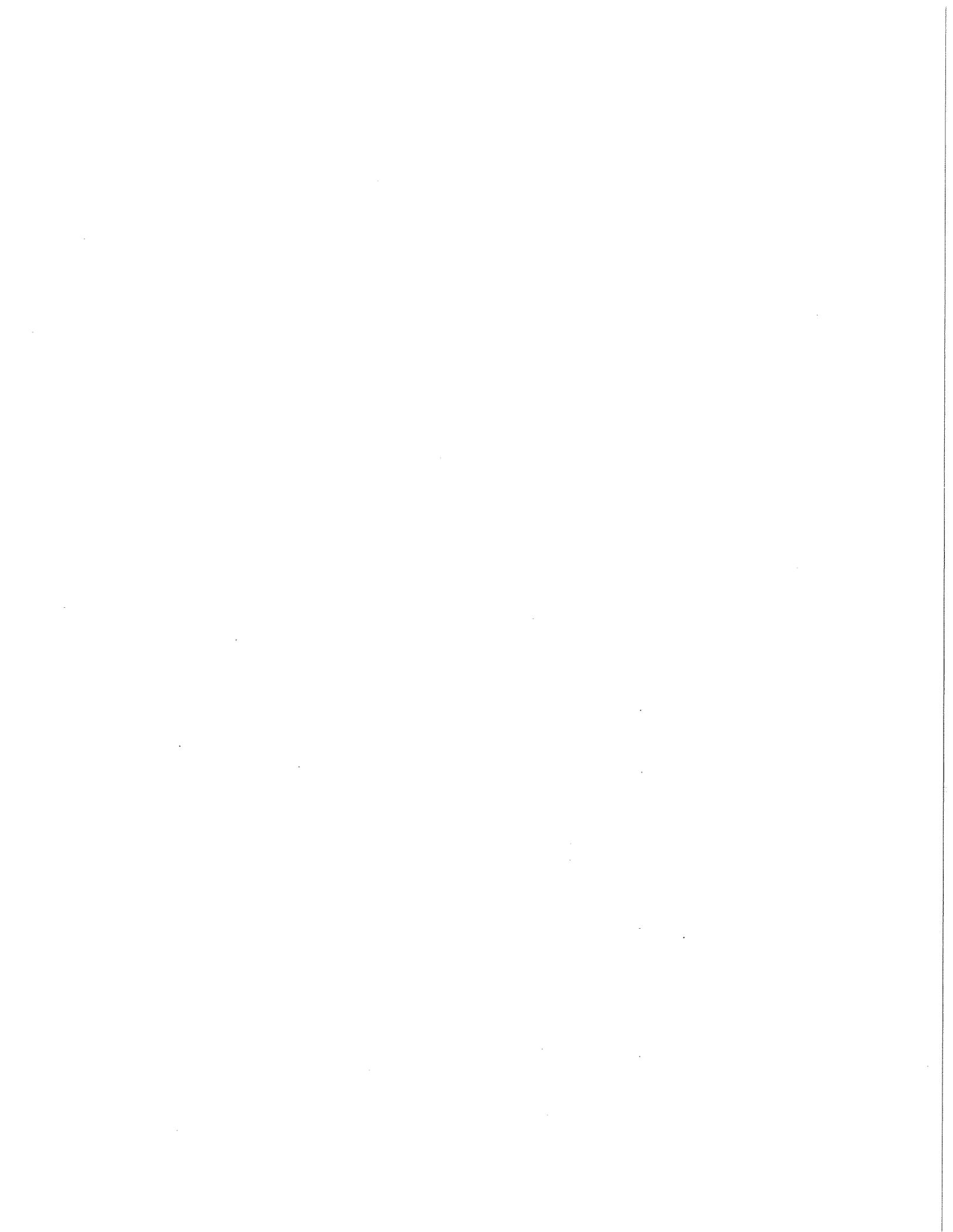
We have signed new companies in the industrial park and Bear Mountain is expanding but these increased revenues will not be seen until late 2016. The City might be able to withstand one more year of a declining BFB until those revenues and other new revenues appear. After the new industrial revenue is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

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

CITY COUNCIL OPTIONS:

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

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



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

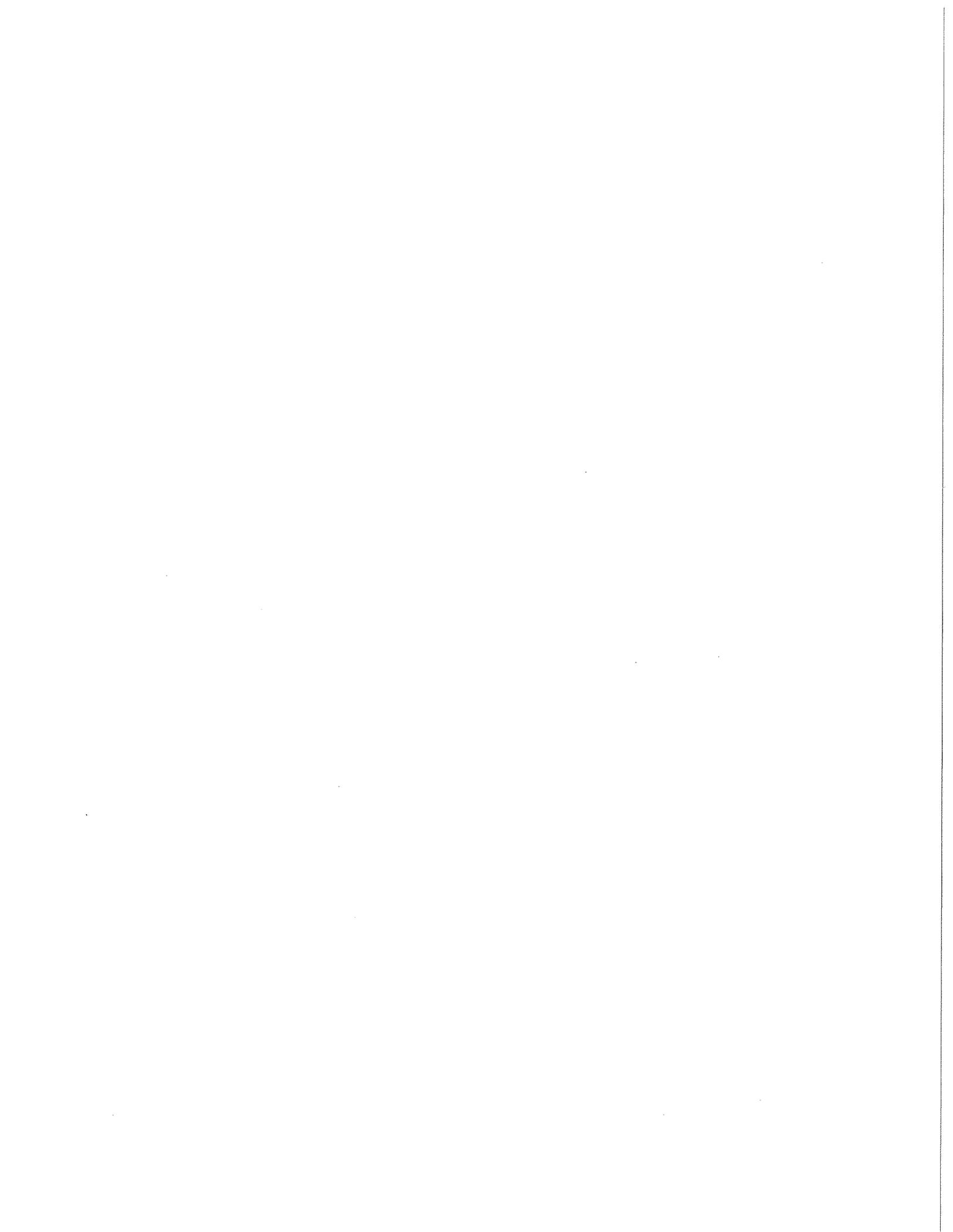
	Total 2015-16 Budget	Total with BPA Increase	
Personnel Costs	753,303	753,303	Beginning 10/1/2016
Material/Services Cost	341,342	341,342	
Purchased Power	630,000	663,548	7.1%
Transmission Costs	110,000	113,630	4.4%
	1,081,342	1,118,520	
Capital Outlay	45,000	45,000	
Interfund Transfers	3,600	3,600	
Capital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

Current Rates:

Increased Rates:

Residential			
Base Rate	\$ 9.90	month	\$ 10.09
Usage Rate	\$ 0.0705	kwh	\$ 0.0718
Rural Residential			
Base Rate	\$ 18.20	month	\$ 18.54
Usage Rate	\$ 0.0937	kwh	\$ 0.0955
General Service			
Base Rate	\$ 10.20	month	\$ 10.39
First 15,000 kwh	\$ 0.0655	kwh	\$ 0.0667
After 15,000 kwh	\$ 0.0380	kwh	\$ 0.0387
General Service/Rural			
Base Rate	\$ 18.70	month	\$ 19.05
First 15,000 kwh	\$ 0.0950	kwh	\$ 0.0968
After 15,000 kwh	\$ 0.0546	kwh	\$ 0.0556
Public Agency			
Base Rate	\$ 14.30	month	\$ 14.57
First 15,000 kwh	\$ 0.0715	kwh	\$ 0.0728
After 15,000 kwh	\$ 0.0495	kwh	\$ 0.0504
Demand Charge over 25KW	\$ 7.70	per KW	\$ 7.85
Public Agency/Rural			
Base Rate	\$ 23.10	month	\$ 23.54
First 15,000 kwh	\$ 0.1084	kwh	\$ 0.1104
After 15,000 kwh	\$ 0.0655	kwh	\$ 0.0667
Demand Charge over 25KW	\$ 9.90	per KW	\$ 10.09
Street Light Service Rate			
Residential	\$ 2.25	month	\$ 2.29
Public Agency	\$ 7.00	month	\$ 7.13
Commercial	\$ 7.00	month	\$ 7.13
Industrial	\$ 15.00	month	\$ 15.28
Security Light Rate			
100 Watt	\$ 13.80	month	\$ 14.06
200 Watt	\$ 17.80	month	\$ 18.14
Industrial			
Base Rate	\$ 59.00	month	\$ 60.11
On Peak Rate	\$ 0.0395	kwh	\$ 0.0402
Off Peak Rate	\$ 0.0360	kwh	\$ 0.0367
Billing Demand	\$ 8.00	KW	\$ 8.15

Average Bill (Electric Consumption 1250 kwh):	\$ 88.13	\$ 89.79
Basic Customer Service:	\$ 9.90	\$ 10.09
	\$ 98.03	\$ 99.87
Incremental Cost:		\$ 1.85



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

Case Numbers associated with Cascade Locks			Call Breakdown
Case #	Date	Officer	Classification
S150574	07/01/15	15	Theft
S150585	07/04/15	90	Info
S150586	07/04/15	87	Property
S150587	07/05/15	22	MVC
S150589	07/08/15	14	Follow up
S150603	07/09/15	14	Trespass
S150604	07/09/15	15	Theft
S150610	07/12/15	5	Info
S150616	07/13/15	13	Warrant
S150621	07/15/15	15	Ht & Run
S150635	07/18/15	14	Warrant
S150638	07/18/15	7	Search & Rescue
S150643	07/19/15	26	Theft
S150637	07/19/15	88	Search & Rescue
S150652	07/23/15	14	Officer initiated
S150656	07/25/15	14	Officer initiated
S150659	07/25/15	14	Trespass
S150662	07/26/15	12	Vandalism
S150665	07/27/15	21	Theft
S150668	07/28/15	81	Prowler
S150669	07/28/15	15	Theft
S150676	07/31/15	5	Prowler
Total	22		

Total Number of Cascade Locks patrols

97

Total Calls for Service

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

193

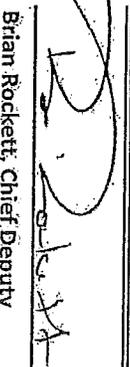
Hours worked by Deputy Harvey

106.74

Hours worked by other personnel

123.6

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


 Brian Rockett, Chief Deputy

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