

CITY of CASCADE LOCKS AGENDA

CITY COUNCIL MEETING, Monday, August 27, 2012, 7:00 PM, CITY HALL

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

1. **Call to Order/Pledge of Allegiance/Roll Call.**
2. **Additions or amendments to the Agenda.** (The Mayor or Presiding Officer may add items to the agenda after it is printed and distributed only when required by business necessity and only after an explanation has been given. The addition of agenda items after the agenda has been printed is otherwise discouraged).
3. **Adoption of Consent Agenda.** (Consent Agenda may be approved in its entirety in a single motion. Items are considered to be routine. Any Councilor may make a motion to remove any item from the Consent Agenda for individual discussion.)
 - a. **Approval of Minutes of August 13, 2012 Council Meeting.**
 - b. **Approval of Minutes of August 16, 2012 Work Session.**
 - c. **Ratification of the Bills in the Amount of \$ 77,987.29.**
 - d. **Approval of Annual Liquor License Renewals.**
4. **Public Hearings. None.**
5. **Action Items:**
 - a. **Approve Expenditure for Council Chambers Audio and Video Upgrade.**
 - b. **Authorization to Waive Demand Charge for the Electric Charging Stations.**
 - c. **Approve Contract with Aspect Construction for Hydrology Study.**
 - d. **Approve Resolution No. 1248 Declaring Certain Items of City Property as Surplus; Setting Minimum Prices and Authorizing Their Sale.**
 - e. **Authorizing Payment for Emergency Repairs to the SCADA System.**
 - f. **Approval of the Expenditure for the Loss of Uncollected Utility Bills 2010/2011 and 2011/2012.**
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. **Ken Onstott – Onstott, Broehl, and Cyphers.**
 - b. **Guard Communications – Liz Fuller/Morrow Pacific Project.**
 - c. **ICA Koch Report (handout).**
8. **Mayor and City Council Comments.**
9. **Other matters.**
10. **Executive Session as may be required.**
11. **Adjournment.**

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

1. **Call to Order/Pledge of Allegiance/Roll Call:** Mayor Masters called the meeting to order at 7:03 PM. CM's Cramblett, Holmstrom, Lewis, Lorang, Storm, and Mayor Masters were present. Also present were ICA Koch, City Attorney Ruben Cleaveland, City Recorder Kathy Woosley, Finance Officer Marianne Bump, Accounting Clerk Shirelle Price, Electric Superintendent Tracy Hupp, IT Consultant Dave Cunningham, and Dave Palais.
2. **Additions or amendments to the Agenda:** ICA Koch stated agenda item 5.a. needed to be pulled from the agenda.
3. **Adoption of Consent Agenda:**
 - a. **Approval of Minutes of July 23, 2012 Council Meeting.**
 - b. **Ratification of the Bills in the Amount of \$114,951.02.**

Motion: CM Lorang moved, seconded by CM Lewis, to approve the Consent Agenda. CR Woosley stated an email was received today stating a correction was needed in the minutes under agenda item 6. She said that a copy of statements made with corrections was given to CR Woosley and not given to the Council. Mayor Masters said the statement has been made for the record and clarified. The motion was passed unanimously by CM's Cramblett, Holmstrom, Lewis, Lorang, Storm, and Mayor Masters.

4. **Public Hearings:** None.

5. **Action Items:**

a. **Approval of Intergovernmental Agreement with Port of Cascade Locks for Operation of Cascade Locks Historical Museum (pulled from agenda).**

b. **Authorization to Enter into Contracts with Anderson Perry Engineers for Waste Water Master Plan Update and Tenneson Engineering for Water System Master Plan Update.**

Motion: CM Holmstrom moved, seconded by CM Lorang, to authorize entering into a contract with Anderson Perry Engineers for sewer and water master plan updates. Mayor Masters said this is overdue and glad the City is able to get this done. The motion was passed unanimously by CM's Cramblett, Holmstrom, Lewis, Lorang, Storm, and Mayor Masters.

c. **Authorization to Hire Firm for TRT Audit.** AC Price stated RFP's were sent out and this is something the City's auditor recommended the City do. **Motion:** CM Storm moved, seconded by CM Holmstrom, to authorize staff to negotiate a contract with Merina & Company, LLP for TRT audit services and bring a contract back to Council at a later date for approval. CM Cramblett asked if three businesses would be audited. AC Price said there would be funding to have three businesses audited. CM Lewis asked if the three previous audits performed by staff were full and complete audits. AC Price said she would provide a report to Council of the previous audits. CM Cramblett suggested a review of the TRT ordinance and questioned vacation rentals not paying the tax. CM Lewis said most cities have a policy that applies to businesses with a certain number of units. He said commercial should be targeted rather than private. Mayor Masters said Council needs to be mindful of capacity with the ability to track down and collect. He said Council should review the TRT Ordinance at a future meeting.

d. **Authorization to Change Company for Collections and Approve Resolution No. 1247 Adopting a Fee Schedule for Services Related to Operations of the Electrical System; and Repealing Resolution No. 1156.** AC Price said the collection agency needs changed as they aren't collecting well on the City's behalf. She said there is a 25% collection rate and that is with the City collecting 15% of that from returning customers. She said Columbia Credit has agreed to not charge the fee when the City collects on an account. AC Price explained the resolution is changed to collect per ORS 697.105, which is to cover the costs. **Motion:** CM Holmstrom moved, seconded by CM Lorang, to approve the contract with Columbia Credits and approve Resolution No. 1247. Mayor Masters asked what percentage of return is expected from Columbia Credits. AC Price said she made reference calls and Columbia Credits has a high

collection rate. The motion was passed unanimously by CM's Cramblett, Holmstrom, Lewis, Lorang, Storm, and Mayor Masters.

e. Approval of Probationary Fire Department Volunteer Jordan Osbourn. Motion: CM Lorang moved, seconded by CM Lewis, to appoint Jordan Osbourn to probationary status in the Emergency Services Department. The motion was passed unanimously by CM's Cramblett, Holmstrom, Lewis, Lorang, Storm, and Mayor Masters.

f. Approval of Amendment to Interim City Administrator Paul Koch's Contract. City Attorney Cleaveland stated the amendment is extending the contract to March and also allows for a 30-day window for termination of contract. **Motion:** CM Lorang moved, seconded by CM Lewis, to approve the amendment to ICA Koch's contract. The motion was passed unanimously by CM's Cramblett, Holmstrom, Lewis, Lorang, Storm, and Mayor Masters. Mayor Masters said he appreciated ICA Koch's flexibility.

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

7. **Reports and Presentations:**

a. Microphone and Camera Options for Council Chambers. Mr. Cunningham presented his proposal for changing the audio and video for chambers. He said the determination has to be made as to whether to broadcast meetings live or offer a delayed broadcast. CM Lewis said Council isn't sure as to what will be happening with the cable system. CM Cramblett said that citizens expect a live broadcast. Mayor Masters said consideration has to be given to "dummying down" the signal for an out of date system. CM Lorang said we need maximum flexibility. Council discussed saving the video to a location that can be linked from the City's website due to low bandwidth.

b. Proposal for Hydrology Study. ICA Koch said this study will provide an independent analysis. CM Cramblett asked if this would test the ability of the wells. He said he has been told that the wells have to be pulled hard and then see how the well recovers. CM Holmstrom said an expert needs to answer the question of the well being dry after 50 years of drawing down the water. ICA Koch said that could probably be answered during the water master plan update. CM Holmstrom said there has been accusation that the water in Cascade Locks is part of Hood River or Bull Run water. He asked if the water would recharge over 100 years or annually. Mayor Masters said what determinations aren't made with the hydrology study the water master plan could determine.

CM Cramblett said the citizens just want to know that the City has done their due diligence. There was consensus of Council to do the hydrology study.

c. ICA Koch Report (handout). ICA Koch gave his report. Mayor Masters stated the billing date for the calls needs to be a part of IFC Wells' report. He explained the reason for this is for Council to stay on top of what is going on with the billing.

City Attorney Cleaveland explained ADA access and the City's responsibilities.

8. **Mayor and City Council Comments:** CM Holmstrom said he received an email regarding PCB pollution. ICA Koch said this was discovered at the mouth of Herman Creek and that DEQ was looking into it. He said the levels have been reported to be very low. CM Holmstrom asked if Sheriff Wampler should attend a council meeting and talk to the citizens about the recent break-ins.

CM Lorang congratulated FO Bump and the rest of the staff for a clean audit. He said they did a good job.

CM Storm reported on his trip to a Nestlé plant in California. He said the plant was impressive. He said he met with managers and got a lot of questions answered. He said Nestlé will be good for Cascade Locks.

CM Cramblett spoke about the protestors against Nestlé that were in Cascade Locks. He said they just want to make sure that Cascade Locks does their due diligence. He said it ended up being good healthy

conversations and was glad that citizens showed up. He said the park has a lot of visitors and mentioned the sailing events, weddings, and groups in Cascade Locks. CM Cramblett thanked citizens for watering. He said National Night Out was a successful event for the youth.

CM Holmstrom said he wanted to mention that the water tank for the plant in California was no bigger than the tanks you see in Hood River for Ryan's Juice and Hood River Distillery.

Mayor Masters said he attended National Night Out and had a fun time. He said there were people attending from neighboring communities. He thanked all for their donations and Parks and Recreation for their leadership in the event. He thanked the Port of Cascade Locks for the use of the pavilion.

Mayor Masters said he recently spoke at Hood River Rotary Club and shared several things about Cascade Locks. He said he spoke to the partnership between the Port of Cascade Locks and the City, the due diligence being done regarding Nestlé, the partnership with the business community, the use of the empty class rooms at the school, CGRA and tourism, the partnership with the City of Hood River in rebuilding the Fire Department, and working with Stevenson. He said he asked the Hood River Rotary Club to hold a meeting in Cascade Locks.

Mayor Masters said the mountain bike race was a well attended event. He said the protestors against Nestlé gave a good chance to talk to people. He said all left with a better understanding of Cascade Locks' needs.

Mayor Masters commended staff on the electric outages. He said he would like a report explaining why Cascade Locks had to be without power for hours at a time.

9. Other matters: None.

10. Executive Session as may be required: None.

11. Adjournment: CM Holmstrom moved, seconded by CM Lorang, to adjourn the meeting. The motion was passed unanimously by CM's Cramblett, Holmstrom, Lewis, Lorang, Storm, and Mayor Masters. The meeting was adjourned at 8:44 PM.

Prepared by
Kathy Woosley, City Recorder

APPROVED:

Lance Masters, Mayor



1. **Call to Order/Pledge of Allegiance/Roll Call:** Council President Tom Cramblett opened the meeting at 7:02 PM. CM's Cramblett, Holmstrom, Helfrich, Lewis, Lorang, and Storm were present. Also present were City Attorney Sosnkowski, ICA Koch, City Recorder Kathy Woosley, Finance Officer Marianne Bump, Electric Superintendent Tracy Hupp, IT Consultant Dave Cunningham, David Olson, Dan Bubb and other Gorge.Net representatives, and Rob Brostoff.
2. **Introduction to the agenda and the process for the evening:**
 - a. Review the packet materials
 - b. Review the process for the evening

ICA Koch gave a brief staff report and introduced David Olson and the Gorge Networks, Inc. representatives.

3. **Informational presentation about the opportunity present for the community regarding the cable TV, broadband and internet service of the City—David Olson, former Cable System Director, City of Portland:** Mr. Olson said this represents a huge opportunity for local government and the city has a huge asset in this system. He described some grant opportunities that are available and urged the City to look broadly when enhancing the service. He suggested the City to go through the request for proposal process for a needs assessment and described some possibilities for the system.

CM Helfrich asked how Cascade Locks could use the system to push toward CAD connectivity for use in public safety. Mr. Olson said antennas would have to be strategically placed and neighboring jurisdictions would have to work together. CM Helfrich asked what is needed to encourage economic development. Mr. Olson said fiber is needed.

CM Cramblett asked about upgrading the City's copper system. Mr. Olson said the City has an antique copper system and needs to upgrade to fiber. He said it will be cheaper to upgrade than to start with nothing.

CM Lewis asked why the City should provide television when the private sector can do that. Mr. Olson explained the City stepped up when no one else did to provide the service to their citizens. He said the City can walk away from it or keep it as a communication system and hook up to educational, health, library or other forms for communication. He said an RFP might provide other options to the City for the use of the system.

CM Helfrich asked about the City having access to channels. Mr. Olson said the law allows channels set aside for cities, schools, etc. to use as access channels.

4. **Presentation by Gorge-Net Inc.—Dan Bubb and other representatives of Gorge Net, Inc. will discuss one possible solution and present a power point presentation:** Mr. Bubb gave a power point presentation giving an overview of Gorge Networks, Inc. He described the services they could provide to the City and explained that fiber could be added as needed. He said the idea would be to leverage what you can as cheap as possible. Mr. Bubb said there could be an immediate increase to bandwidth for broadband customers.
5. **Open discussion about the opportunity with all present:** City Attorney Sosnkowski said Council needs to determine what they want to do with the system then go through the RFP process.

6. **Determination of the next steps:** CM Helfrich said he would like to direct staff to research the parameters as discussed with Gorge Networks, Inc. and prepare the RFP. He said he would also like everyone educated as to the impacts to the General Fund. There was consensus of Council to begin this process.
7. **Other Matters:** None.
8. **Adjournment:** Council President Cramblett adjourned the meeting at 8:58 PM.

Prepared by
Kathy Woosley, City Recorder

APPROVED:

Tom Cramblett, Council President

BLANKET VOUCHER APPROVAL

PAGE NO.

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DEPARTMENT: CITY OF CASCADE LOCKS
COVER SHEET AND SUMMARY

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DATE:	DESCRIPTION:	AMOUNT:
8/15/2012	Mid Month Check Run	\$ 39,510.07
8/24/2012	Gross Payroll	\$ 38,477.22

GRAND TOTAL \$ 77,987.29

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APPROVAL:

Mayor

Report Criteria:
Report type: GL detail

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
2707	08/12	08/15/2012	20	15500	ADDYLAB	Water Sample Testing	2140562150	45.00
Total 2707:								
2708	08/12	08/15/2012	40	101127872	AIRGAS	Cylinder Rental	0540562351	15.75
Total 2708:								
2709	08/12	08/15/2012	180	073112	ASFLEX	Admin Fees	5140562110	3.75
Total 2709:								
2710	08/12	08/15/2012	190	32703	ASSOCIATE PARTNERS	Rush DNS for Cascadelks.net	0840562071	5.00
Total 2710:								
2711	08/12	08/15/2012	370	25763	BIO-MED TESTING SERVICE	Drug Testing	0540562063	200.00
2711	08/12	08/15/2012	370	26545	BIO-MED TESTING SERVICE	Annual Enrollment	0140462063	37.50
2711	08/12	08/15/2012	370	26623	BIO-MED TESTING SERVICE	Drug Testing	0140462063	69.00
Total 2711:								
2712	08/12	08/15/2012	450	11987411	BRA T TAIN INTL TRUCKS, INC	Radiator Repairs	5140562201	1,541.59
Total 2712:								
2713	08/12	08/15/2012	540	073112	C.L. HISTORICAL MUSEUM	Reimburse for Donations	0130143660	581.92
Total 2713:								
2714	08/12	08/15/2012	670	SSS 8/2012	CASCADE LOCKS LIGHT CO.	Senior Sewer Subsidy	0140862025	204.30
2714	08/12	08/15/2012	670	UBS 8/2012	CASCADE LOCKS LIGHT CO.	City Utilities	0140162551	74.50
2714	08/12	08/15/2012	670	UBS 8/2012	CASCADE LOCKS LIGHT CO.	City Utilities	0140462551	389.77
2714	08/12	08/15/2012	670	UBS 8/2012	CASCADE LOCKS LIGHT CO.	City Utilities	0140562071	28.80
2714	08/12	08/15/2012	670	UBS 8/2012	CASCADE LOCKS LIGHT CO.	City Utilities	0540562439	524.13
2714	08/12	08/15/2012	670	UBS 8/2012	CASCADE LOCKS LIGHT CO.	City Utilities	1740562551	21.30
2714	08/12	08/15/2012	670	UBS 8/2012	CASCADE LOCKS LIGHT CO.	City Utilities	2140562070	1,953.65

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
2714	08/12	08/15/2012	670	UBS 8/2012	CASCADE LOCKS LIGHT CO.	City Utilities	2142162071	97.25
2714	08/12	08/15/2012	670	UBS 8/2012	CASCADE LOCKS LIGHT CO.	City Utilities	3140562070	2,192.87
2714	08/12	08/15/2012	670	UBS 8/2012	CASCADE LOCKS LIGHT CO.	City Utilities	4142162071	151.36
2714	08/12	08/15/2012	670	UBS 8/2012	CASCADE LOCKS LIGHT CO.	City Utilities	5140562800	21.30
2714	08/12	08/15/2012	670	UBS 8/2012	CASCADE LOCKS LIGHT CO.	City Utilities	5142162071	145.86
Total 2714:								5,806.09
2715	08/12	08/15/2012	1000	A12056	Coburn Electric	Com problems lift station & wwp	3140562560	1,822.90
Total 2715:								1,822.90
2716	08/12	08/15/2012	1120	A13842	COLUMBIA HARDWARE, LLC	Teflon Tape	0540562441	1.98
2716	08/12	08/15/2012	1120	A13918	COLUMBIA HARDWARE, LLC	Screws	2140562560	1.05
2716	08/12	08/15/2012	1120	A13973	COLUMBIA HARDWARE, LLC	key	0140162350	15.92
2716	08/12	08/15/2012	1120	A14059	COLUMBIA HARDWARE, LLC	Glove	5140562900	9.98
2716	08/12	08/15/2012	1120	A14921	COLUMBIA HARDWARE, LLC	plumbing parts	0140462520	15.77
2716	08/12	08/15/2012	1120	B16876	COLUMBIA HARDWARE, LLC	Door Holder	5140562770	7.49
2716	08/12	08/15/2012	1120	B17126	COLUMBIA HARDWARE, LLC	plumbing parts	0140462520	55.55
2716	08/12	08/15/2012	1120	B17525	COLUMBIA HARDWARE, LLC	plumbing parts	0140462520	16.16
2716	08/12	08/15/2012	1120	B17526	COLUMBIA HARDWARE, LLC	Maps, map sack	0540562350	30.96
Total 2716:								158.86
2717	08/12	08/15/2012	1620	1857	EFFICIENCY SERVICES GROUP, LLC	Admin Fees	5140562139	750.00
Total 2717:								750.00
2718	08/12	08/15/2012	1660	1485749	EMERGENCY MEDICAL PRODUCTS, I	Ambulance Supplies	0540562351	866.20
2718	08/12	08/15/2012	1660	1485753	EMERGENCY MEDICAL PRODUCTS, I	Ambulance Supplies	0540562351	346.96
Total 2718:								1,215.16
2719	08/12	08/15/2012	1930	1070-1015	FISHER COMMUNICATIONS INC	Programming	4140562740	150.15
Total 2719:								150.15
2720	08/12	08/15/2012	2020	1167001	GENERAL PACIFIC INC.	Clamps	5140563921	383.75
2720	08/12	08/15/2012	2020	1167403	GENERAL PACIFIC INC.	Clamps	5140663760	596.37
2720	08/12	08/15/2012	2020	1167404	GENERAL PACIFIC INC.	pin glass 15 kv	5140563760	156.00

M = Manual Check, V = Void Check

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 2720:								
2721	08/12	08/15/2012	2080	14035347	GLOBALSTAR	Sat Phone	0540562050	59.03
Total 2721:								
2722	08/12	08/15/2012	2310	2068474-00	HD SUPPLY UTILITIES LTD.	Clamp Parallel Groove	5140563922	156.00
Total 2722:								
2723	08/12	08/15/2012	2420	6376	HOOD RIVER CO. - FINANCE	911 Tax	0640562140	1,430.56
Total 2723:								
2724	08/12	08/15/2012	2570	0007121006	HOOD RIVER NEWS	Public Hearing Fish Market	0140262030	100.00
2724	08/12	08/15/2012	2570	0007121007	HOOD RIVER NEWS	TRT Audit RFP	0140162030	56.00
2724	08/12	08/15/2012	2570	0007121007	HOOD RIVER NEWS	TRT Audit RFP	0840562113	24.00
Total 2724:								
2725	08/12	08/15/2012	6789	7198	Klickitat County Health Dept	Water Sampling	2140562150	30.00
Total 2725:								
2726	08/12	08/15/2012	2970	081012	Koch Consulting, INC.	Interim CA Services	0140162093	77.90
2726	08/12	08/15/2012	2970	081012	Koch Consulting, INC.	Interim CA Services	0140262093	24.06
2726	08/12	08/15/2012	2970	081012	Koch Consulting, INC.	Interim CA Services	0340562093	24.06
2726	08/12	08/15/2012	2970	081012	Koch Consulting, INC.	Interim CA Services	0542162093	22.62
2726	08/12	08/15/2012	2970	081012	Koch Consulting, INC.	Interim CA Services	2142162093	57.55
2726	08/12	08/15/2012	2970	081012	Koch Consulting, INC.	Interim CA Services	3142162093	57.69
2726	08/12	08/15/2012	2970	081012	Koch Consulting, INC.	Interim CA Services	4142162093	39.84
2726	08/12	08/15/2012	2970	081512	Koch Consulting, INC.	Interim CA Services	5142162093	177.47
2726	08/12	08/15/2012	2970	081512	Koch Consulting, INC.	Interim CA Services	0140162093	404.75
2726	08/12	08/15/2012	2970	081512	Koch Consulting, INC.	Interim CA Services	0140262093	125.00
2726	08/12	08/15/2012	2970	081512	Koch Consulting, INC.	Interim CA Services	0340562093	125.00
2726	08/12	08/15/2012	2970	081512	Koch Consulting, INC.	Interim CA Services	0542162093	117.50
2726	08/12	08/15/2012	2970	081512	Koch Consulting, INC.	Interim CA Services	2142162093	299.00
2726	08/12	08/15/2012	2970	081512	Koch Consulting, INC.	Interim CA Services	3142162093	299.75
2726	08/12	08/15/2012	2970	081512	Koch Consulting, INC.	Interim CA Services	4142162093	207.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
2726	08/12	08/15/2012	2970	081512	Kooh Consulting, INC.	Interim CA Services	5142162093	922.00
Total 2726:								
2727	08/12	08/15/2012	3100	8405948	LIFETIME	Programming	4140562740	138.60
Total 2727:								
2728	08/12	08/15/2012	3150	072712CR	MARIANNE BUMP	Reimburse Mileage	0140162020	9.30
2728	08/12	08/15/2012	3150	072712CR	MARIANNE BUMP	Reimburse Mileage	2142162020	2.73
2728	08/12	08/15/2012	3150	072712CR	MARIANNE BUMP	Reimburse Mileage	3142162020	1.93
2728	08/12	08/15/2012	3150	072712CR	MARIANNE BUMP	Reimburse Mileage	4142162020	.27
2728	08/12	08/15/2012	3150	072712CR	MARIANNE BUMP	Reimburse Mileage	5142162020	7.97
Total 2728:								
2729	08/12	08/15/2012	3160	081512	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	0140162010	1.97
2729	08/12	08/15/2012	3160	081512	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	0140962024	12.68
Total 2729:								
2730	08/12	08/15/2012	3380	KPTV 7/31/1	Meredith Corporation	Retransmission	4140562740	69.30
2730	08/12	08/15/2012	3380	KPTV 7/31/1	Meredith Corporation	Retransmission	4140562740	150.15
Total 2730:								
2731	08/12	08/15/2012	3490	96-01-01 8/1	MID-COLUMBIA ECONOMIC	Loan 96-01-01	4640562711	1,179.31
2731	08/12	08/15/2012	3490	96-01-01 8/1	MID-COLUMBIA ECONOMIC	Loan 96-01-01	4640562712	339.37
2731	08/12	08/15/2012	3490	96-01-02 8/1	MID-COLUMBIA ECONOMIC	Loan 96-01-02	4640562711	953.75
2731	08/12	08/15/2012	3490	96-01-02 8/1	MID-COLUMBIA ECONOMIC	Loan 96-01-02	4640562712	311.81
Total 2731:								
2732	08/12	08/15/2012	3820	10097278	Norco, INC	oxygen	0540562351	46.50
Total 2732:								
2733	08/12	08/15/2012	3940	073112	OAMR	Membership Dues	0140162030	15.16
2733	08/12	08/15/2012	3940	073112	OAMR	Membership Dues	0140262030	14.15
2733	08/12	08/15/2012	3940	073112	OAMR	Membership Dues	2142162030	4.07

M = Manual Check, V = Void Check

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
2733	08/12	08/15/2012	3940	073112	OAMR	Membership Dues	3142162030	3.54
2733	08/12	08/15/2012	3940	073112	OAMR	Membership Dues	4142162030	1.52
2733	08/12	08/15/2012	3940	073112	OAMR	Membership Dues	5142162030	11.57
Total 2733: 50.00								
2734	08/12	08/15/2012	3970	13615	OAWU	Dues for FY 12/13	2140562030	104.94
2734	08/12	08/15/2012	3970	13615	OAWU	Dues for FY 12/13	3140562030	104.93
Total 2734: 209.87								
2735	08/12	08/15/2012	4000	B114822700	ODOT	Forest Lane Striping	0340562110	1,256.76
Total 2735: 1,256.76								
2736	08/12	08/15/2012	4030	081512	OHA State of Oregon	WID Cert Exam Fee - Jesse Metheny	2140562020	85.00
Total 2736: 85.00								
2737	08/12	08/15/2012	4910	601454102D	Olga and Jesse Wolf	Refund Deposit	5121130	195.17
Total 2737: 195.17								
2738	08/12	08/15/2012	4070	2070330	ONE CALL CONCEPTS, INC.	locate services	5140562110	6.30
Total 2738: 6.30								
2739	08/12	08/15/2012	4090	54636	OPERATIONS MANAGEMENT INTERN	Sept 2012 Services	3140562700	7,106.25
Total 2739: 7,106.25								
2740	08/12	08/15/2012	4590	073012	PECK, KAREN	Reimburse for meals	0140962018	47.96
Total 2740: 47.96								
2741	08/12	08/15/2012	6790	166	Pedal Nation Events LLC	Sponsor for Cascade to Crown	0840562160	1,000.00
Total 2741: 1,000.00								
2742	08/12	08/15/2012	4650	2162565	PLATT ELECTRIC SUPPLY	copper jumper 2/0	5140563670	491.26

M = Manual Check, V = Void Check

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 2742:								
2743	08/12	08/15/2012	4670	100380700R	PORT OF CASCADE LOCKS	Refund Overpmt 1003807.00	9911033	132.32
2743	08/12	08/15/2012	4670	5575479	PORT OF CASCADE LOCKS	Bridge Tickets - PW	2140562020	15.00
2743	08/12	08/15/2012	4670	5575479	PORT OF CASCADE LOCKS	Bridge Tickets - PW	3140562020	15.00
2743	08/12	08/15/2012	4670	5640320	PORT OF CASCADE LOCKS	Bridge Tickets - EL	5140562020	30.00
Total 2743:								
2744	08/12	08/15/2012	4810	3998	PRINT IT	Name Plates	0140162010	7.86
2744	08/12	08/15/2012	4810	3998	PRINT IT	Name Plates	0140262010	1.11
2744	08/12	08/15/2012	4810	3998	PRINT IT	Name Plates	0542162010	.16
2744	08/12	08/15/2012	4810	3998	PRINT IT	Name Plates	2142162010	3.15
2744	08/12	08/15/2012	4810	3998	PRINT IT	Name Plates	3142162010	3.12
2744	08/12	08/15/2012	4810	3998	PRINT IT	Name Plates	4142162010	.93
2744	08/12	08/15/2012	4810	3998	PRINT IT	Name Plates	5142162010	13.67
Total 2744:								
2745	08/12	08/15/2012	4840	433	PUBLIC UTILITY DIST. #1	Remetering at Port	5140562750	473.13
Total 2745:								
2746	08/12	08/15/2012	6780	416133694	Ricoh Americas Corporation	Copies	0140162110	30.32
2746	08/12	08/15/2012	6780	416133694	Ricoh Americas Corporation	Copies	0542162110	1.79
2746	08/12	08/15/2012	6780	416133694	Ricoh Americas Corporation	Copies	2142162110	7.12
2746	08/12	08/15/2012	6780	416133694	Ricoh Americas Corporation	Copies	3142162110	8.32
2746	08/12	08/15/2012	6780	416133694	Ricoh Americas Corporation	Copies	4142162110	.96
2746	08/12	08/15/2012	6780	416133694	Ricoh Americas Corporation	Copies	5142162110	62.59
Total 2746:								
2747	08/12	08/15/2012	5040	137	ROCKRANCH ENTERPRISES	Contract PW Super	0140262080	10.00
2747	08/12	08/15/2012	5040	137	ROCKRANCH ENTERPRISES	Contract PW Super	0140462080	130.00
2747	08/12	08/15/2012	5040	137	ROCKRANCH ENTERPRISES	Contract PW Super	0340562080	230.00
2747	08/12	08/15/2012	5040	137	ROCKRANCH ENTERPRISES	Contract PW Super	2140562080	370.00
2747	08/12	08/15/2012	5040	137	ROCKRANCH ENTERPRISES	Contract PW Super	3140562080	260.00

M = Manual Check, V = Void Check

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 2747:								
2748	08/12	08/15/2012	5160	69612	SAWTOOTH TECHNOLOGIES, LLC	Internet Service	4140662050	802.00
Total 2748:								
Total 2749:								
2749	08/12	08/15/2012	5270	073112CR	SHIRELLE PRICE	Reimburse Mileage	0140162020	18.61
2749	08/12	08/15/2012	5270	073112CR	SHIRELLE PRICE	Reimburse Mileage	2142162020	5.46
2749	08/12	08/15/2012	5270	073112CR	SHIRELLE PRICE	Reimburse Mileage	3142162020	3.86
2749	08/12	08/15/2012	5270	073112CR	SHIRELLE PRICE	Reimburse Mileage	4142162020	.53
2749	08/12	08/15/2012	5270	073112CR	SHIRELLE PRICE	Reimburse Mileage	5142162020	15.94
Total 2749:								
Total 2750:								
2750	08/12	08/15/2012	5460	073112	Sosnkowski & Cleaveland P.C.	Attorney Fees	0140162100	514.00
2750	08/12	08/15/2012	5460	073112	Sosnkowski & Cleaveland P.C.	Attorney Fees	0140262100	126.00
2750	08/12	08/15/2012	5460	073112	Sosnkowski & Cleaveland P.C.	Attorney Fees	0542162100	16.00
2750	08/12	08/15/2012	5460	073112	Sosnkowski & Cleaveland P.C.	Attorney Fees	2142162100	172.00
2750	08/12	08/15/2012	5460	073112	Sosnkowski & Cleaveland P.C.	Attorney Fees	3142162100	287.00
2750	08/12	08/15/2012	5460	073112	Sosnkowski & Cleaveland P.C.	Attorney Fees	4142162100	42.00
2750	08/12	08/15/2012	5460	073112	Sosnkowski & Cleaveland P.C.	Attorney Fees	5142162100	837.50
Total 2750:								
Total 2751:								
2751	08/12	08/15/2012	5510	8022599998	STAPLES CONTRACT & COMMERCIA	Office Supplies	0140162010	62.59
2751	08/12	08/15/2012	5510	8022599998	STAPLES CONTRACT & COMMERCIA	Office Supplies	0140262010	7.91
2751	08/12	08/15/2012	5510	8022599998	STAPLES CONTRACT & COMMERCIA	Office Supplies	2142162010	22.84
2751	08/12	08/15/2012	5510	8022599998	STAPLES CONTRACT & COMMERCIA	Office Supplies	3142162010	20.42
2751	08/12	08/15/2012	5510	8022599998	STAPLES CONTRACT & COMMERCIA	Office Supplies	4142162010	6.81
2751	08/12	08/15/2012	5510	8022599998	STAPLES CONTRACT & COMMERCIA	Office Supplies	5142162010	99.03
Total 2751:								
Total 2752:								
2752	08/12	08/15/2012	6070	181890	TWGW, INC NAPA AUTO PARTS	Battery, eng degreaser	0540562441	115.76
2752	08/12	08/15/2012	6070	819192	TWGW, INC NAPA AUTO PARTS	Engine Greaser	5140562201	4.34
2752	08/12	08/15/2012	6070	819192	TWGW, INC NAPA AUTO PARTS	Engine Greaser	5140562201	4.33
2752	08/12	08/15/2012	6070	819221	TWGW, INC NAPA AUTO PARTS	Hydraulic Oil	2140562441	61.99
2752	08/12	08/15/2012	6070	819221	TWGW, INC NAPA AUTO PARTS	Hydraulic Oil	3140562441	61.99
2752	08/12	08/15/2012	6070	819228	TWGW, INC NAPA AUTO PARTS	plex thmd/lick red/blue	5140562201	16.10

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
2752	08/12	08/15/2012	6070	819228	TWGW, INC NAPA AUTO PARTS	plex thrm/dlck red/blue	5140662201	16.11
2752	08/12	08/15/2012	6070	819858	TWGW, INC NAPA AUTO PARTS	Core Dep Refund	0540562441	12.00-
2752	08/12	08/15/2012	6070	820380	TWGW, INC NAPA AUTO PARTS	lucas trans fix	0140462441	13.69
Total 2752: 282.31								
2753	08/12	08/15/2012	6210	719804	USA BLUEBOOK	Tank	2140562560	199.17
2753	08/12	08/15/2012	6210	727608	USA BLUEBOOK	Coil	2140562560	28.48
Total 2753: 227.65								
2754	08/12	08/15/2012	6730	720121980	ZCORUM INC.	Internet	4140662730	936.50
Total 2754: 936.50								
8151201	08/12	08/15/2012	6090	2305 7/2012	U S BANK CC	Recreation Supplies	0140962024	488.76
8151201	08/12	08/15/2012	6090	2305 7/2012	U S BANK CC	Fire Supplies	0540562350	125.59
8151201	08/12	08/15/2012	6090	2974 7/12	U S BANK CC	Signs	0140962024	49.78
8151201	08/12	08/15/2012	6090	2974 7/12	U S BANK CC	Ipad Otter Box	0540562010	58.72
8151201	08/12	08/15/2012	6090	2974 7/12	U S BANK CC	Ipad Screen Protectors	0540562010	9.70
8151201	08/12	08/15/2012	6090	2974 7/12	U S BANK CC	Ipad Monthly Data	0540562050	30.00
8151201	08/12	08/15/2012	6090	2974 7/12	U S BANK CC	Background Check	0540562110	10.00
8151201	08/12	08/15/2012	6090	8827 7/12	U S BANK CC	Traps	4140562560	121.88
8151201	08/12	08/15/2012	6090	8827 7/12	U S BANK CC	Utility Cart	5140562201	253.35
Total 8151201: 1,147.78								
Grand Totals: 39,510.07								



STAFF REPORT

Date Prepared: 8/14/12

For City Council Meeting on: August 27, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Kathy Woosley, City Recorder *KW*

APPROVED BY: ICA Koch *PK*

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 for all businesses.

Legal Review and Opinion: N/A

Financial review and status: N/A

BACKGROUND INFORMATION:

1) 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:

- 2) Copy of letter from Chief Deputy Brown
Letter from OLCC



JOSEPH A. WAMPLER
SHERIFF

JERRY BROWN
CHIEF DEPUTY



MARITA HADDAN
911 COMMANDER

TERRY L. BRIGHT
CHIEF CIVIL DEPUTY

JERRY KEITH
EXECUTIVE ASSISTANT

July 19, 2012

Kathy Woosley, City Recorder
City of Cascade Locks
PO Box 308/140 SW WaNaPa Street
Cascade Locks, Oregon 97014

Re: OLCC License Application

Ms. Woosley,

We have reviewed information available to us regarding the following businesses and have received neither complaint's nor investigated violations which might influence your decision process:

- Cascade Inn
- Cascade Locks Shell/Carson Oil
- Cascade Locks Chevron
- Charburger Restaurant
- Columbia Gorge – American Waterways, Inc. (License Renewal & Off Premises)
- Columbia Market
- Pacific Crest Pub & Hostel (License Renewal and Off Premises)

*Per July 17, 2012 request/Cascade Locks Ale House — *disregard*

If further information is required, please contact me at (541) 387-6841.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jerry Brown".

Jerry Brown
Chief Deputy

RECEIVED
JUL 03 2012

BY:.....

OLCC LICENSE RENEWALS

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

Attached is the list of OLCC liquor licenses in CASCADE LOCKS that are eligible for license renewal. These licenses will expire on 9/30/2012.

Oregon Revised Statute (ORS) 471.166 establishes the process for local governments to make recommendations to the OLCC. It also requires the OLCC to notify licensees of the license renewal application or processing fees charged by their local governments. According to our records, you charge:

License Renewal Fee: 25.00

Off Premises Fee: 25.00

We will direct renewal applicants to mail the renewal fees to the address on this letter. Please notify us immediately if the fees or address are incorrect.

Approximately 40 days after the licenses expire, the OLCC will send you a list of the licensees who filed a renewal application. You can use this list to verify that applicants have paid your fees.

Recommendation Process:

You have until 9/5/2012 to exercise one or more of the following options:

1. Provide a written renewal recommendation to the OLCC for any or all of the licenses on this list.
2. Make a written request for additional time to investigate a specific renewal or renewals. The request must set forth the reason additional time is needed, state that the local government is considering making an unfavorable recommendation, and state the specific grounds being considered toward an unfavorable recommendation.
3. Take no action. After 9/5/2012, the OLCC will process the renewal application as if you made a favorable recommendation.

Please send any correspondence to OLCC License Renewals, P.O. Box 22297, Portland OR 97269 2297. You can also contact our license renewal section at 1 (800) 452.6522 or at (503) 872.5121 or (503) 872.5122 in Portland.

Dist. License #	Tradename	Participant	License	Premises Address
Local Government: CASCADE LOCKS				
4	159942	CASCADE INN	SELLINS INC	F-COM SW COR OF HWY 30 & 7TH, CASCADE LOCKS, OR
	158631	CASCADE LOCKS SHELL	CARSON OIL CO INC	O 425 WA NA PA, CASCADE LOCKS, OR
	158657	CCL CHEVRON	C RIVER ENTERPRISES INC	O 437 WA NA PA ST, CASCADE LOCKS, OR
	158585	CHARBURGER	CHARBURGER INC	F-COM 745 WANAPA ST, CASCADE LOCKS, OR
	158488	COLUMBIA GORGE	AMERICAN WATERWAYS INC	O WA NA PA ST, CASCADE LOCKS, OR
			AWI COLUMBIA GORGE LLC	
	158490	COLUMBIA GORGE	AMERICAN WATERWAYS INC	L WA NA PA ST, CASCADE LOCKS, OR
			AWI COLUMBIA GORGE LLC	
	158759	COLUMBIA MARKET	RED STAR INC	O 450 WANAPA, CASCADE LOCKS, OR
	158880	PACIFIC CREST PUB & HOSTEL	GANZ CLAN INC	O 500 WANAPA, CASCADE LOCKS, OR
	158881	PACIFIC CREST PUB & HOSTEL	GANZ CLAN INC	L 500 WANAPA, CASCADE LOCKS, OR

STAFF REPORT

Date Prepared: August 21, 2012

For City Council Meeting on: August 27, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Marianne Bump, Finance Officer



APPROVED BY: Paul Koch, ICA 

SUBJECT: Approval to purchase equipment to upgrade Audio/Video in City Council Chambers.

SYNOPSIS: For some time now, the City has recognized that there are some system difficulties both with the microphones and cameras when televising the meetings from City Hall. Complaints have been received regarding the sound, all the wires lying on the floor, the picture, all the clutter in the corner. For some time the City has been aware that the equipment is old, in some cases unrepeatable and that it does not function properly. For at least the last two years the City budget has contained an amount (\$5,000) to fix the problem.

This issue comes to City Council for approval to purchase and install the recommended equipment. The estimated cost is \$3,495.37.

CITY COUNCIL OPTIONS: The City Council has at least the following options in dealing with this issue.

- A. Do nothing at this time.
- B. Approve the recommended proposal.
- C. Other action as may be desired by the City Council.

RECOMMENDATION: That City Council, by motion, approve the recommended purchase proposal and installation of equipment in City Council Chambers for an amount not to exceed \$3,600 providing for new cameras and microphones.

Legal Review and Opinion: None at this time.

Financial Review and Status: \$5,000 has been approved as a planned expenditure in the 2012-13 budget (Property portion of the Capital Reserve Fund). And these funds can be used for this enhancement. The estimated cost for the recommended enhancements is \$3,495.37.

BACKGROUND INFORMATION:

1. A copy of the Computer Consultant's recommendations is attached for City Council information.
2. The proposed enhancements will provide the City with the ability to televise the meetings live from the City Council Chambers as well as allow for off-site meetings to be televised, put on a CD or other uses. This proposal would eliminate the wires on the floor, improve the sound system, enhance the camera quality and provide a camera and sound for remote use.

COUNCIL CHAMBERS AUDIO/VIDEO RECOMMENDATIONS

8/21/2012

2 – Voice Tracker I Array Microphones, installation in Council Chambers. – Custom Cabling	\$ 498.00
1 – Voice Tracker I Array Microphone, for remote recording.	\$ 100.00
1 – Behringer XENYX502, 5 channel mixer, installation in Council Chambers.	\$ 249.00
1 – Panasonic HC-V700MK camcorder to record, will mount on existing tripod. (can also be used to record remote meetings)	\$ 40.37
1 – Computer Server – this will accommodate multiple issues. a. Can broadcast meeting live. b. If you choose to delay the broadcast, this will allow us to take the recording cartridge from the camera and transfer the recording to the server without interrupting one of our other computers whether on site recording or remote recording. c. This will serve as our security server where our security cameras will feed into and record the video of various locations.	\$ 1,494.00
– Estimated Labor	\$ 250.00
3 - Permanently mounted cameras in chambers	\$ 285.00

Estimated Cost: \$ 3,495.37

PROVIDES FOR:

1. Live televising of City Council meetings.
2. Portable-offsite camera and sound for council meetings or other community events away from City Hall.
3. New microphones (2)
4. Permanently mounted cameras in Council Chambers (3)

DOES NOT PROVIDE FOR:

1. Additional bandwidth.**
2. A link to the City webpage or citizens ability to access meetings.**

** Bandwidth enhancements are a part of the cable system discussion.



STAFF REPORT

Date Prepared: August 15, 2012

For City Council Meeting on: August 27, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Tracy Hupp, Electric Dept. Supt. *JH*

APPROVED BY: Paul Koch, ICA *PK*

SUBJECT: Approving a waiver of the electric demand charge for the proposed electric automobile charging station

SYNOPSIS: The State of Oregon Department of Transportation (ODOT) has contracted with AeroVironment, Inc. to construct and operate a new Level 3 electric automobile charging stations all over Oregon. This strategy by the State is aimed at providing small rural communities with this capability and to facilitate and encourage the purchase and use of electric cars in the state. Electric automobile charging stations are being constructed all over the state and are being viewed as enabling economic development. The charging station will be located in the parking lot at East Gate Park. There will be the capability to serve two automobiles at a time.

City Council has already approved the lease agreement with AeroVironment, Inc. for the two spaces in the parking lot. That action was taken on July 9, 2012.

In order to ensure that the charging station does get developed here in Cascade Locks, it is necessary to waive the demand charge so that the charging station is cost effective for the operator of the service. As near as we can determine, all of the other utility departments are making a similar concession so that the community can make positive use of the promotion of this service to pull cars and people off the interstate.

Because these charging units are unique, we anticipate that there would be about a \$350 demand charge for these units. That would compare with the approximate \$3 to \$4 charged to users by the operating company for the electric usage to complete the recharging. In other words, the demand charge would soon put the company out of business, or would mean that Cascade Locks would not have electric charging stations. We estimate the payment to the City for the electricity used annually for the charging station to be \$7,500, not to mention the value to bringing more people to town for this purpose.

In discussions with BPA we have determined that that the City would not be adding to our peak monthly demand charge with the charging stations so the City would not be paying any additional demand to BPA.

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

CITY COUNCIL OPTIONS: City Council has the following options.

- A. Approve the recommendation as stated.
- B. Do not approve the waiver of the demand charge.
- C. Take no action.
- D. Determine another Council desired option.

RECOMMENDATION: That City Council, by motion, approve a waiver of the demand charges for the electric automobile charging station to be located in the community.

Legal Review and Opinion: Waiving this fee is within the power and authority of the City Council and no legal opinion is required.

Financial Review and Status: The City would take in an additional \$7,500 in services charges as a result of these two charging stations. There is no negative financial impact to the City by waiving the demand charge.

BACKGROUND INFORMATION:

1. On July 9, 2012 City Council approved the agreement with AeroVironment, Inc. for location of the charging station in East Gate Park. A copy of the agreement is attached for City Council information.
2. The addition of electric charging stations to a community is viewed as a positive economic development strategy.

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Agreement") dated and effective as of 7/23/12, is between AeroVironment, Inc. ("AVI" or "Lessee"), and City of Cascade Locks ("Lessor").

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Premises. Lessor owns a parcel of land ("**Land or Property**") located in the City of Cascade Locks, County of Hood River, State of Oregon, commonly known as APN: 2N07E12-AC-00200. The Land is more particularly described in Exhibit A attached hereto. Subject to the provisions of Paragraph 2 below ("**Effective Date**"), Lessor hereby leases to AVI and AVI leases from Lessor approximately five hundred seventy (570) square feet of space on the Land and all other access and utility easements necessary or desirable therefore (collectively, "**Premises**") as may be described generally in Exhibit B attached hereto.

2. Effective Date. This Agreement shall be effective on the date of full execution hereof ("**Effective Date**"). Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Paragraph 4 below ("**Due Diligence Period**"), AVI shall only be permitted to enter the Property for the limited purpose of making appropriate engineering and boundary surveys and environmental tests, inspections, and other reasonably necessary investigations (collectively, "**Investigations and Tests**") that AVI may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. In the event that AVI determines, during the Due Diligence Period, that the Premises are not appropriate for AVI's intended use, or if for any other reason, AVI decides not to commence its tenancy of the Premises, then AVI shall have the right to terminate this Agreement without penalty upon written notice to Lessor at any time during the Due Diligence Period and prior to the Term Commencement Date. Lessor and AVI expressly acknowledge and agree that AVI's access to the Property during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that AVI shall not be considered an owner or operator of any portion of the Property, and shall have no ownership or control of any portion of the Property (except as expressly provided in this Paragraph 2), prior to the Term Commencement Date.

3. Use. The Premises may be used by Lessee for any lawful activity in connection with the provisions of electrical automobile charging services, including the maintenance and operation of related facilities. Lessor agrees, at no expense to Lessor, to cooperate with Lessee, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises, except that Lessee understands that Lessor, through its permitting process, may approve, approve with conditions, or deny Lessee's permit application in accordance with applicable law.

4. Term. The term of this Agreement shall commence upon the date Lessee begins construction of the Lessee Facilities (as defined in Paragraph 6 below) or twelve (12) months following the Effective Date, whichever first occurs ("**Term Commencement Date**") and shall terminate on the fifth anniversary of the Term Commencement Date ("**Term**") unless otherwise terminated as provided herein. Lessee shall have the right to extend the Term for two (2) successive five (5) year periods ("**Renewal Terms**") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew at least thirty (30) days prior to commencement of the succeeding Renewal Term.

5. Rent. Within ninety (90) days following the Term Commencement Date and on the twenty-fifth day of each month thereafter, Lessee shall pay to Lessor as rent five percent (5%) of gross revenues received from electrical automobile charging services conducted at the Premises ("**Rent**") for the previous calendar month. Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Lessor at PO Box 308, Cascade Locks, OR 97014; Attention: Kathy Woosley. Lessor shall be required to provide an accurate and executed W-9 Form.

6. Improvements. Lessee has the right to construct, maintain, install, repair, secure, replace, remove and operate on the Premises electrical automobile charging services and facilities, including but not limited

to a freestanding charging station, utility lines, electronic equipment, and supporting equipment and structures therefore (“Lessee Facilities”). In connection therewith, Lessee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Lessee’s operations and to install utility lines connecting the Facilities to electrical services as needed. All of Lessee’s construction and installation work shall be performed at Lessee’s sole cost and expense and in a good and workmanlike manner. Title to the Lessee Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee or its lenders or assigns and are not fixtures. Lessee has the right to remove the Lessee Facilities at its sole expense on or before the expiration or earlier termination of this Agreement, and Lessee shall repair any damage to the Premises caused by such removal. Upon the expiration or earlier termination of this Agreement, Lessee shall remove the Lessee Facilities from the Property. Lessee’s rights under this Paragraph 6 are subject to any applicable permit conditions and restrictions.

7. Access and Utilities.

7.1 Lessor shall provide Lessee, Lessee’s employees, agents, contractors, subcontractors and assigns with access to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Lessee. Lessor grants to Lessee, and Lessee’s agents, employees and contractors, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Property, and such right and easement may be described generally in Exhibit B.

7.2 Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Lessor shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Lessee’s and Lessee’s employees, agents, contractors, subcontractors and assigns’ use of such roadways.

8. Termination

8.1 This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such thirty (30) day period and the defaulting party has commenced to cure the default within such thirty (30) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice. This Agreement may be terminated by Lessee without further liability for any reason or for no reason, provided Lessee delivers written notice of termination to Lessor prior to the Term Commencement Date.

8.2 This Agreement may also be terminated by Lessee without further liability on thirty (30) days prior written notice (i) if Lessee is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thus restricting Lessee from installing, removing, replacing, maintaining or operating the Lessee Facilities or using the Premises in the manner intended by Lessee; (ii) if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, or (iii) if Lessee otherwise determines, within its sole discretion, that it will be unable to use the Premises for Lessee’s intended purpose.

8.3 Upon termination, Lessee shall remove all improvements placed by Lessee on the Premises and restore the Property to the same condition it was at the beginning of the Term of this Lease, normal wear and tear excepted. If Lessee fails to remove Lessee’s improvements within sixty (60) days of the termination of this Lease, Lessor may cause the same to be removed and restore the Property and submit an invoice to Lessee for reimbursement.

9. Destruction or Condemnation. If the Premises or Lessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than

forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

10. Assignment. Lessee will have the right to assign, sell or transfer its interest under this Agreement without the approval or consent of Lessor to Lessee's parent or member company or any affiliate or subsidiary of, or partner in, Lessee or its parent or member company or to any entity which acquires all or substantially all of the Lessee's assets by reason of a merger, acquisition, or other business reorganization. Upon notification to Lessor of such assignment, transfer or sale, Lessee will be relieved of all future performance, liabilities and obligations under this Agreement. Lessee may not otherwise assign this Agreement without Lessor's consent, Lessor's consent not to be unreasonably withheld, conditioned or delayed.

11. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

If to Lessor, to:

City of Cascade Locks
Attn: Kathy Woosley
PO Box 308
Cascade Locks, OR 97014

If to Lessee, to:

AeroVironment, Inc.
Attn: Vice President, EV Solutions
181 W. Huntington Dr., Suite 202
Monrovia, CA 91016

With a copy to:

AeroVironment, Inc.
Attn: General Counsel
181 W. Huntington Dr., Suite 202
Monrovia, CA 91016

12. Hazardous Substances/Indemnification.

12.1 Lessee (as to the Property, during the Term) and Lessor (as to any adjoining property owned or operated by it), if any, shall not allow or permit any Hazardous Substances to be generated, released, used, stored or deposited on or in the Property or adjoining property by its employees or agents, except in the ordinary course of maintaining and operating such property and in strict compliance with applicable Environmental Laws (as defined below).

12.2 Lessee will indemnify, hold harmless, and defend Lessor, and its successors and assigns, from any and all claims, losses, damages, response costs and expenses for personal injury or property damage arising out of or in any way relating to the presence of hazardous substances in, on, or beneath the Property that first occurred or accrued from and after the date of turnover of possession of the Premises to Lessee, and to the extent the presence of hazardous substances were caused by Lessee.

12.3 The term "hazardous substances" is used in its very broadest sense, and refers to materials which because of their quantity, concentration, or physical, chemical, or infectious characteristics may cause or pose a present or potential hazard to human health or the environment when improperly handled, treated, stored, transported, disposed of, or otherwise managed. The term shall include, but is not limited to, all hazardous substances, hazardous materials and hazardous wastes listed by the U.S. Environmental Protection Agency and the state in which the Property is located under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), and the Federal Water Pollution Control Act (FWPCA), the Emergency Planning and Community Right-to-Know Act (EPCRA), the Clean Air Act (CAA) and any and all other federal, state and local statutes or ordinances applicable to the protection of human health or the environment (the "Environmental Laws"). However, the foregoing requirements and limitations will not apply to products such as landscape fertilizer, cleaning and other products and materials that are in ordinary quantities and customarily used in the cleaning, maintenance and

operation of residential and commercial facilities (the "Permitted Products"), but each party will in any event cause any Permitted Products to be held or used by its employees or agents in accordance with all applicable Environmental Laws.

13. Liens and Indemnification.

13.1 Lessee shall pay (or caused to be paid) as due all claims for work done on or for services rendered or material furnished to the Premises to the extent authorized by Lessee, and shall keep the Premises and Property free from any liens related to work, services or materials authorized by Lessee which could result in foreclosure of Lessor's interest in the Premises or Property. If Lessee fails to pay such claim or to discharge any lien for work, services or materials authorized by Lessee, Lessor may elect (in its discretion) to do so after at least ten (10) days' written notice to Lessee of Lessor's intention to do so, and in that event, Lessor may collect back from Lessee the amount so paid, as additional rent. Amounts paid by Lessor shall bear interest and be repaid by Lessee at the rate of 12% per annum, but in any event not more than the maximum allowed by law. Payment by Lessor shall not constitute a waiver of any right or remedy Lessor may have because of Lessee's default.

13.2 Lessee (the "Indemnitor") shall indemnify the Lessor (the "Indemnitees") from any loss, liability, claim of liability or expense (including reasonable attorneys' fees and litigation expenses) for personal injury or property damage to the extent arising out of, related to, or attributable to (a) the negligent acts or omissions of Lessee, its employees, agents, contractors and assigns, or (b) the use of the Premises for electrical automobile charging services. The provisions of this section shall survive the expiration or earlier termination of this Lease.

13.3 Lessor shall not under any circumstances be liable to pay for any work, labor or services rendered or materials furnished to or for the account of Lessee, and no construction lien or other lien for such work, labor or services or material furnished shall attach to or affect the reversionary interest of Lessor in any construction, alteration, repair, or improvement erected or made by Lessee on the Premises. Nothing contained in this Lease shall be deemed or construed in any way as constituting the request of consent of Lessor, either express or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific construction, alteration, repair or improvement to or on the Premises or any part thereof, nor as giving Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials on behalf of Lessor that would give rise to the filing of any lien against Lessor's interest in the Premises.

14. Liability Insurance.

14.1 Lessee (as to the Premises, during the Term) shall continuously maintain, at its expense, general liability ("GL") insurance with a combined single limit initially of \$2,000,000, or such greater amount approved by the parties as may from time to time customarily be furnished by Lessees under comparable leases. Lessee shall name Lessor as additional insureds, and the liability insurance will otherwise comply with paragraph 14.2 below.

14.2 All policies may be part of blanket coverage relating to properties owned or leased by Lessee. Lessee will deliver to Lessor certificates of such insurance coverage prior to or concurrent with the Effective Date and thereafter, as to policy renewals, Lessee will deliver to Lessor certificates of coverage (or other confirmation of arrangements for coverage) within 15 days prior to the expiration of the term of each such policy. Lessee's insurance shall name Lessor as an additional insured. Lessee shall provide no less than thirty (30) days' written notice to Lessor prior to cancellation, non-renewal or material modification.

15. Property Taxes. For any lease year in which a property tax exemption is unavailable or not obtained due to Lessee's use of the Property, Lessee will promptly pay to the taxing authority the amount of taxes on the Premises which may be lawfully required as a result of Lessee's use of the Premises and will provide, upon Lessor's request (not more frequently than annually), proof of payment to Lessor.

16. Miscellaneous.

16.1 If any provision of the Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16.2 This Agreement constitutes the entire Agreement between the parties, and supersedes all understandings, offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Agreement must be in writing and executed by both parties.

16.3 In no event shall either party, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by the other party or any of its agents, including other contractors engaged at the Premises, as a result of this Agreement or the party's performance or non-performance.

LESSOR:

City of Cascade Locks

By: _____

Name: _____

Title: _____

Date: _____



LANCE MASTERS

MAYOR

July 9 2012

LESSEE:

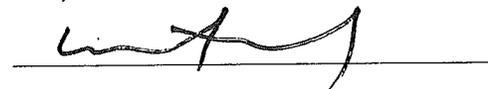
AeroVironment, Inc.

By: _____

Name: _____

Title: _____

Date: _____



WAHID NAWABI

SVP / GM - EES

7/23/12

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated _____, by and between City of Cascade Locks, as Lessor, and AeroVironment, Inc, as Lessee.

The Land is described and/or depicted as follows (metes and bounds description):

APN: 2N07E12-AC-00200

Commencing at an iron pipe driven in the ground which is located 794.10 feet North and 1800.04 feet West of the quarter section corner on the East line of Section 12, Township 2 North, Range 7 East of the Willamette Meridian, Oregon; thence South 0°14'20" West 29.00 feet to an iron pipe at the Southwest corner of Cemetery Tract; thence South 89°43' East 150.00 feet to the Southeast corner of said Cemetery Tract for the point of beginning of tract to be described and surveyed.

Running thence North 89°43' West 108.82 feet to the East line of Cemetery roadway; thence South 27°15'30" West along the said East line of Cemetery roadway 43.68 feet to angle; thence South 14°00' West 133.65 feet to the Easterly line of a dedicated street; thence South 23°15'40" East on the Easterly line of dedicated street 35 feet, more or less, to the Northwesterly line of Columbia River Highway; thence Northeasterly on said Northwesterly line of Columbia River Highway 239 feet, more or less, to a point South 45°00' East of the beginning point; thence North 45°00' West 39 feet, more or less, to the place of beginning.

Subject to:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose.
3. The rights of the public in roads and highways.
4. All necessary slope and fill easements along the former Columbia River Highway, including the terms and provisions thereof, granted to the State of Oregon by Deed recorded January 13, 1932 in Book 23, page 291, Deed Records Hood River County.

Reserving unto grantor its successors and assigns a permanent easement for the purposes of erecting an outdoor advertising sign of a size not to exceed 25 square feet the center point of said easement at 3' Easterly and 3' Northerly of the Southwest corner of T.L. 200 of 2N 7 12AC.

Legal description continued on following page

Beginning at an iron pipe located 794.10 feet North and 1800.04 feet West of the Southeast corner of the Northeast 1/4 of Section 12, Township 2 North, Range 7 East, Willamette Meridian, Hood River County, Oregon; thence S.60 degrees 18'54"W. a distance of 29.07 feet; thence S.13 degrees 58'11"W. a distance of 126.98 feet to the Easterly right of way line of Lakeside Avenue; thence S.23 degrees 13'36"E., along said Easterly right of way line a distance of 71.70 feet to the Northerly right of way line of the 1932 Columbia River Highway, which point is the Southwest corner of that tract of land conveyed to Meadow Outdoor Advertising, Inc., by deed recorded 1/13/1985 as Hood River County Deed Film No. 950091; thence N.14 degrees 05'E, a distance of 4.77 feet to the center point of the herein described SIGN EASEMENT. The bottom of the sign erected in said easement shall not exceed thirteen (13) feet from the ground level directly below the center of said sign.

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated _____, by and between City of Cascade Locks, as Lessor, and AeroVironment, Inc, as Lessee.

The Premises are described and/or depicted as follows:

SEE ATTACHED

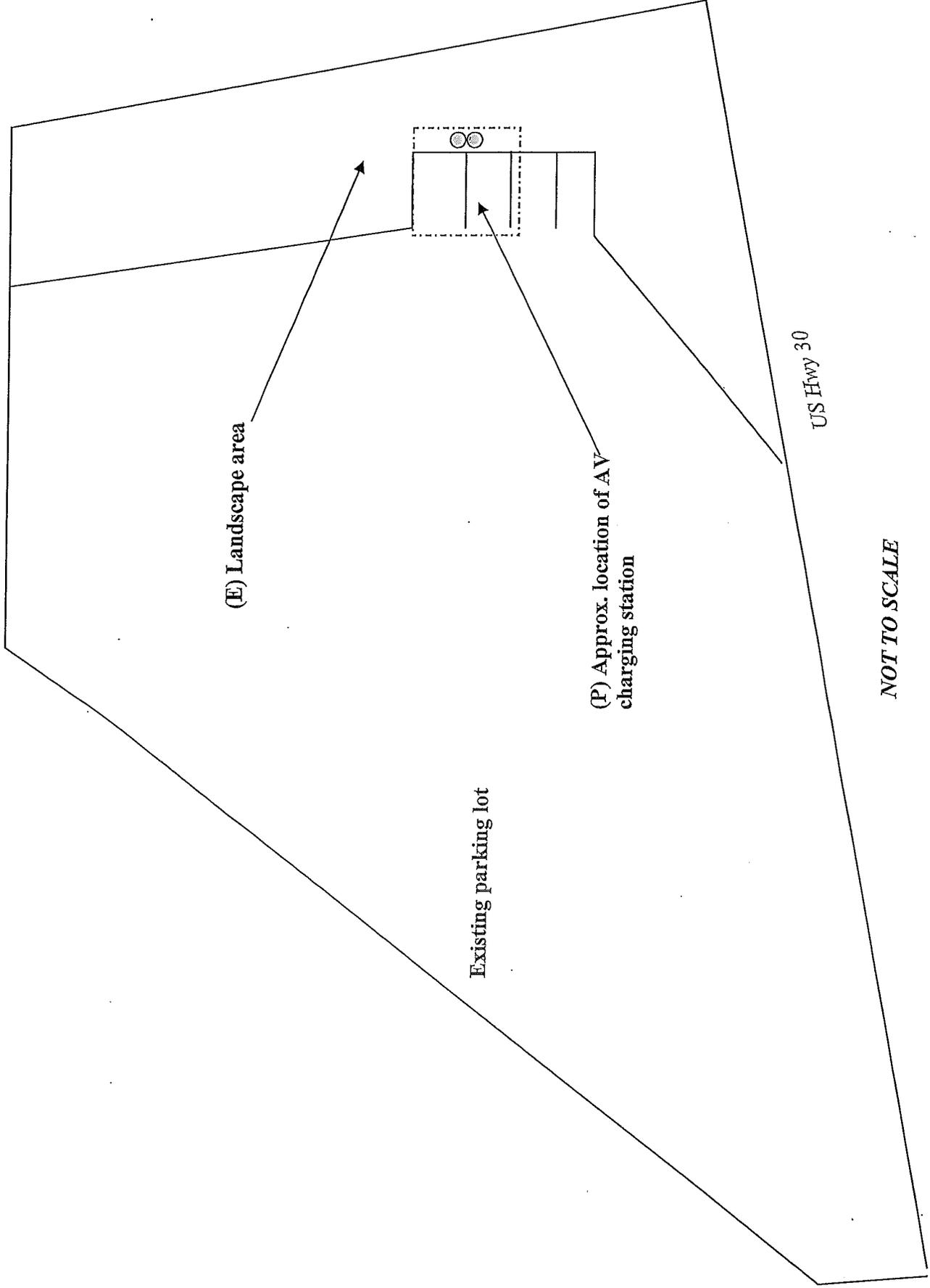
Notes:

1. Lessee may replace this Exhibit with a survey of the Premises once Lessee receives it.
2. The Premises shall be setback from the Property's boundaries as required by the applicable governmental authorities.
3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.
4. The locations of any utility easements are illustrative only. The actual locations will be determined by the servicing utility company in compliance with all local laws and regulations.

Cascade Locks

Exhibit B

Parcel 2N07E12-AC-00200



(E) Landscape area

Existing parking lot

(P) Approx. location of AV charging station

US Hwy 30

NOT TO SCALE





STAFF REPORT

Date Prepared: August 20, 2012

For City Council Meeting on: August 27, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Paul Koch, Interim City Administrator



APPROVED BY: N/A

SUBJECT: Hydrology Report related to water capacity of the City

SYNOPSIS: Over the past few months it has been determined that the City needs to have a complete hydrology report done to assist in determining the actual amount of water the City has and can deliver to the community as well as to Nestle should that opportunity materialize. This item was also discussed at a couple of the JWGED meetings.

The City is in receipt of a proposal from Aspect Consulting to do the hydrology report for \$3,900. This study will provide the information necessary to assist in the due diligence effort regarding the Nestle opportunity as well as certifying exactly the level of water resource the City has. This research will also be very valuable in the development of the updated water system master plan and other future economic development opportunities.

Right now the priority need is for this work to be done in relation to the Nestle opportunity. Completion of this study at this time will provide the City Council and community with third party independent documentation of the full extent of the City's water resources and availability.

This issue comes before City Council following discussion and direction provided at the August 13, 2012 City Council meeting. At that meeting, Council was briefed on the concept and directed that staff return August 27 with a formal action request to proceed.

CITY COUNCIL OPTIONS: The City Council has at least the following options in dealing with this issue.

- A. Take no action at this time.
- B. Authorize the contract with Aspect Consulting as submitted.
- C. Take other action as desired by City Council.

RECOMMENDATION: That City Council, by motion, approve the contract with Aspect Consulting for the completion of the hydrology study in an amount not to exceed \$3,900 and

fund this needed study from savings in the Water Department operating budget and authorizing the Mayor to sign the contract..

Legal Review and Opinion: N/A.

Financial Review and Status: The required funding for this project will come from the Water Department operating budget. Staff is of the opinion that by charging this project to Contract Services Miscellaneous, which is not, funded the expense can be tracked. By carefully managing the rest of the Water Department budget appropriate savings can be generated to cover the cost of this project. The other option would be to do an end of the year adjustment and transfer funds to cover this project from either Capital Reserves or other yet to be determined savings within the water budget. The bottom line is that Staff is of the opinion funds to cover the cost of this project can be found.

BACKGROUND INFORMATION:

1. A copy of the proposed hydrology project is attached for City Council information.



Contract Order

Contract No.: 1 (revised)	Project No.: 120117	Date: July 3, 2012
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Client: City of Cascade Locks

Project Name: Groundwater Source Yield Capacity

Description of Work	Cost
<p>The purpose of this contract order is to assist the City of Cascade Locks (City) to assess the yield capacity of the existing well field (comprised of 2 wells) and groundwater source as part of the City's due diligence evaluation of an economic development opportunity. To maximize use of available data and tailor to site conditions, we recommend proceeding with the following tasks in a phased approach to complete this work.</p> <p>Task 1 – Compile and Review Available Well/Aquifer Yield Data – evaluation of existing well logs, hydrogeologic and water quality data, City records on well yield/testing, and work completed by Nestle's consultant (PGG), including results of a brief pumping test of City Well No. 1. The review will evaluate whether existing data are sufficient to assess well and aquifer source yield or if additional data collection (e.g., a longer-term pumping test) is necessary. An initial summary of results and recommendations will be provided to the City verbally and by email.</p> <p>Task 2 (Optional) – Conduct a Site Visit – If additional data collection is warranted, this task will be completed to assess well field layout, inspect well head for instrumenting a pumping/yield test, determine options for discharge, and meet with City representatives to scope a testing program to minimize impacts to City supply.</p> <p>Task 3 – Reporting – If existing data are sufficient to complete the evaluation, a brief technical memorandum will be prepared documenting results of the data review under Task 1 and providing evaluation of whether source capacity is sufficient to accommodate increased water demand while meeting current and projected City demands. If existing data are not sufficient for this evaluation, reporting will instead provide recommendations for a pumping test program to assess well efficiency and determine aquifer yield capacity, including a description of the scope and estimated cost for implementing the testing program.</p>	<p>Estimated Costs:</p> <p>Task 1: \$1,400</p> <p>Task 2: \$1,500</p> <p>Task 3: \$1,000</p> <p>Total \$3,900</p> <p>To be billed on a time and materials basis.</p>

This contract order incorporates the attached Terms and Conditions and Schedule of Charges. Except as amended above, these terms, conditions, and rates apply to this contract order.

ASPECT CONSULTING, LLC	<p>By: </p> <p>Printed Name: Timothy J. Flynn Principal Hydrogeologist</p>
CLIENT	<p>By:</p> <p>Printed Name/Date:</p>

Aspect Consulting, LLC

Terms and Conditions

1. RIGHT OF ENTRY AND PROPERTY RESPONSIBILITY

The Client will obtain right of entry to the property where the Services are to be performed ("Property"). The right of entry shall allow Aspect Consulting and its subcontractors to enter the Property to perform the Services. Aspect Consulting is responsible for its own activities, but has no responsibility for the Property, for third party safety precautions, or for the safety or control of third parties.

2. SUBSURFACE RISKS AND SITE DAMAGES

Client recognizes special risks exist whenever professional consulting services are employed to determine the composition of a site's subsurface or to determine the existence or non-existence of any man-made or natural subsurface features, including, but not limited to, hazardous substances. Client shall disclose to Aspect Consulting all known conditions, substances, or features in writing or in maps, plans or drawings. Even with adequate disclosure by Client, Client acknowledges that the use of exploration and testing equipment may unavoidably damage or alter the Property surface or subsurface and Client accepts this risk. Client assumes responsibility for claims and/or damages arising from changed or differing site conditions or to subsurface structures, including buried utility lines, pipes, tanks, tunnels, or other conditions and agrees to hold harmless, defend and indemnify Aspect Consulting and its subcontractors from any such claims and/or damages, including attorney fees, except to the extent directly caused by the negligence of Aspect Consulting or its subcontractors.

3. HAZARDOUS SUBSTANCES

Client shall provide Aspect Consulting with all information available to Client concerning past and present use of the Property and the nature and extent of any known or suspected hazardous substances or conditions, prior to Aspect Consulting performing the Services. Unless expressly stated otherwise in the Agreement, Client acknowledges that Aspect Consulting has no liability as a generator, operator, transporter, disposer, or arranger of the transportation and/or disposal of hazardous substances from the Property. Client agrees to hold harmless, defend and indemnify Aspect Consulting and its subcontractors from any claims and/or damages, including attorney fees, arising out of the presence, release, or threatened release of hazardous substances on or from the Property, except to the extent directly caused by the negligence of Aspect Consulting or its subcontractors.

4. SLOPE STABILITY

Client recognizes risks are inherent with any site involving slopes. Client accepts full responsibility for these risks. Client acknowledges that the information obtained or recommendations made by Aspect Consulting may help to reduce Client's risk but no amount of engineering or geologic analysis can assure slope stability. Therefore, Client agrees to hold harmless, defend and indemnify Aspect Consulting and its subcontractors from any claims and/or damages, including attorney fees, arising out of or related to slope movement, except to the extent directly caused by the negligence of Aspect Consulting or its subcontractors.

5. SAMPLE DISPOSAL / WELL DECOMMISSIONING

5.1 Aspect Consulting may dispose of any samples obtained from the Property 30 calendar days after the issuance of any document that includes the data obtained from the sample, unless other arrangements are mutually agreed upon in writing. Unless expressly stated otherwise in the description of Services, the disposal cost for samples is not included in any cost estimate for the Services. Client acknowledges the difficulty in determining disposal costs in advance and authorizes Aspect Consulting to bill Client for expenses incurred in disposing of samples obtained from the Property.

5.2 Any wells installed as part of Aspect Consulting's work may later need to be properly decommissioned and recorded in accordance with applicable law. Unless expressly stated otherwise in the description of Services, well decommissioning and recording are not included in the Services to be performed by Aspect Consulting.

6. OWNERSHIP OF DOCUMENTS / WORK PRODUCT

6.1 Data, reports or information provided by Aspect Consulting under this Agreement shall only become the property of Client upon full payment for the Services. After full payment, Aspect Consulting shall retain joint ownership of all such information. Aspect Consulting shall retain copies of the original electronic files and/or hardcopy versions of information provided by Aspect Consulting or by Client. Aspect Consulting's originals shall govern in the event of any dispute regarding the content of electronic media furnished to others.

6.2 All reports prepared by Aspect Consulting under this Agreement are intended solely for the Client and apply only to the Services. Any use or reuse by Client for purposes outside of this Agreement is at the sole risk of Client and without liability to Aspect Consulting. Aspect Consulting shall not be liable for any third parties' use of the deliverables provided by Aspect Consulting.

6.3 Aspect Consulting is entitled to rely upon the completeness and accuracy of reports, documents, drawings, plans and other information furnished by Client concerning the Property or the project that is the subject of this Agreement.

6.4 In the event Aspect Consulting is required to respond to legal process related to the Services for Client, Client agrees to reimburse Aspect Consulting its current hourly charges for personnel involved in the response and attorney fees reasonably incurred in obtaining advice concerning the response, preparation to testify, and appearances related to the legal process, travel and all reasonable expenses associated with the litigation.

6.5 Unless a different time period is stated in the Agreement, Aspect Consulting shall retain records in accordance with Aspect Consulting's records retention policy.

7. PAYMENT TERMS

Invoices shall be submitted to Client upon completion of the Services, or if Services extend beyond 30 days, on a monthly basis for the preceding months work. Billing corrections must be requested within 30 days of invoice date. Payment terms are net 30 days from the date of invoice. All overdue payments are subject to an additional interest and service charge of one and one-half percent (1.5%) (or the maximum rate permissible by law, whichever is lesser) per month or portion thereof from the due date until the date of payment. All fees will be charged or billed directly to Client. Aspect Consulting will not bill a third party without a statement, signed by the third party, accepting payment responsibility. In the event a third party fails to pay, Client shall remain liable for all unpaid invoices for the Services. Aspect Consulting may suspend work and/or withhold delivery of data for Services in the event Client fails to pay its invoices. Client shall be responsible for all costs and expenses of collection including reasonable attorney's fees.

8. PERFORMANCE AND WARRANTY LIMITATION

Aspect Consulting will perform all Services consistent with recognized standards of professionals in the same locality and involving similar conditions. **ASPECT CONSULTING MAKES NO OTHER WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES.** No representative of Aspect Consulting is authorized to give or make any other representation or warranty in any way, in connection with the Services. Aspect Consulting shall not be liable for any failure or delay in performance by Aspect Consulting resulting, in whole or in part, from any cause beyond the reasonable control of Aspect Consulting.

9. INSURANCE / LIMITATION OF LIABILITY

9.1 Aspect Consulting maintains primary General Liability Insurance for bodily injury and property damage with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. Aspect Consulting maintains Professional Liability insurance to provide coverage for liability resulting from professional errors and omissions.

9.2 Aspect Consulting's liability to Client for bodily injury or property damage covered by Aspect's General Liability Insurance policy shall be limited to the proceeds available from the primary General Liability Insurance policy. The liability of Aspect Consulting, its manager, members, professionals, employees, and subcontractors to the Client for damages, including attorney fees, resulting from an act, error or omission in providing or failing to provide professional services, whether based in tort or in contract, shall be limited to the greater of \$50,000 or the amount of compensation paid to Aspect Consulting under this Agreement, unless higher limits are agreed upon in writing. In no event shall either party be liable to the other party, for any consequential or incidental damages, including, without limitation, damages for loss of income, loss of profits and/or loss or restriction of use of the Property.

10. TERMINATION

Suspension or termination of all or any part of the Services may be initiated by Client; however Client shall be responsible for all fees owed Aspect Consulting for Services performed by Aspect Consulting, including all direct costs and all expenses incurred or committed that cannot be cancelled without penalty as well as reasonable termination expenses, prior to Aspect Consulting's receipt of written notice from Client. Either party may terminate this Agreement for cause in the event of the other party's substantial or material failure to perform in accordance with the terms hereof, through no fault of the terminating party. Except for termination arising out of delinquency in payment, a termination for cause shall not be effective unless: (i) not less than seven days' written notice of intent to terminate has been provided; (ii) the notice specifies all reasons for the termination; and (iii) the notified party is given an opportunity to consult with the terminating party to discuss the termination and to cure the substantial failure before the expiration of the period specified in the written notice.

11. MISCELLANEOUS PROVISIONS

11.1 These Terms and Conditions, together with the Contract Agreement, the Schedule of Charges, and any additions or revisions agreed upon in writing by the parties, form the entire Agreement and control over all previous communications, representations, or agreements, either verbal or written, between Client and Aspect Consulting.

11.2 Client and Aspect Consulting agree to use their best efforts to resolve any disputes, claims or other matters in controversy arising under or related to this Agreement.

11.3 These Terms and Conditions shall be governed by the laws of the State of Washington. The sole venue for any legal action related to this Agreement shall be King County, Washington.

11.4 The unenforceability of any term or condition herein shall not affect the validity or enforceability of the remainder to these Terms and Conditions; the intent of the parties being the provisions be severable. The section headings of these Terms and Conditions are intended solely for convenience and do not define or affect these Terms and Conditions or their interpretation. No waiver by either party of any provision, term or condition hereof or of any obligation of the other party hereunder shall constitute a waiver of any subsequent breach or other obligation.

Effective January 2012

**ASPECT CONSULTING, LLC
SCHEDULE OF CHARGES**

Unless otherwise stated in the proposal or services agreement, current rates are as follows:

Personnel Charges – Engineers and Scientists

Principal	\$179.00 to \$186.00/hour
Sr. Consultant.....	\$175.00/hour
Sr. Associate	\$165.00/hour
Associate	\$155.00/hour
Senior.....	\$134.00/hour
Sr. Project.....	\$124.00/hour
Project.....	\$113.00/hour
Sr. Staff.....	\$98.00/hour
Staff.....	\$86.00/hour
Technician.....	\$70.00/hour
Legal Testimony (4-hour minimum).....	\$300.00/hour

Other Personnel and Disbursement Charges

Sr. GIS/CAD Specialist	\$94.00/hour
GIS/CAD Specialist.....	\$84.00/hour
Project Assistant.....	\$69.00/hour
Four-wheel Drive Field Vehicle	\$100.00/day (w/up to 100 miles)
Mileage	federal gov't rate plus 15%
Subcontractors and Miscellaneous Expenses.....	cost plus 15%
Communications Charge (phones, fax, computer, in-house [B/W] reproduction, mailing).....	4% of total labor

Oversize CAD/GIS Plots..... \$2.00/Sq. Ft.

Other equipment rental and expenses will be provided on a per job basis.

STAFF REPORT

Date Prepared: August 17th, 2012

For City Council Meeting on: August 27th, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Megan Webb, Deputy Recorder *MW* *KW*

APPROVED BY: Paul Koch, ICA *PK*

SUBJECT: City Property to be Deemed Surplus

SYNOPSIS: A substantial amount of city property is either beyond its service life and not usable by the City any longer, has been replaced by other equipment, or is no longer needed. Staff plans to organize a competitive bid type sale to dispose of items declared "surplus" by City Council, with starting bids for all equipment, and the equipment being sold to the highest qualified bidder. If any property exceeds an estimated value of \$5000.00, staff will dispose the property in the most beneficial process of the City.

Please see attached Exhibit A for a list of the items proposed for surplus.

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

CITY COUNCIL OPTIONS:

1. Deem all items surplus property
2. Deem only certain items surplus property
3. Deem no items surplus property

RECOMMENDATION: That City Council, by motion, declare identified items as surplus property, and allow staff to dispose of items in the most beneficial way to maximize proceeds for the City.

Legal Review and Opinion: None

Financial review and status: All proceeds of the sale will be returned to the Capital Reserve of the Department to which they originally were purchased from.

BACKGROUND INFORMATION:

The City has dealt with surplus property, in the past, using this same method of a public sale.



RESOLUTION NO. 1248

**A RESOLUTION DECLARING NUMEROUS ITEMS OF CITY PROPERTY AS SURPLUS;
SETTING MINIMUM PRICES ON CERTAIN SURPLUS ITEMS; AND AUTHORIZING SALE OR
DISPOSAL OF SUCH PROPERTY**

WHEREAS, the City finds that from time to time it has surplus property that is no longer needed or used;

WHEREAS, the City has determined that no public purpose would be furthered by retaining ownership of the surplus property, and that the property should be sold, donated to a charity organization or discarded; and

WHEREAS, the City needs to dispose of unused equipment.

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

SECTION 1. Items Declared to be Surplus. The items listed on exhibit A are declared to be surplus by the City, and may be advertised for sale to the highest bidder, donated to a charity organization or discarded.

SECTION 2. Minimum Acceptable Price. There are several surplus items which have substantial value. If a minimum price shown is shown for an exhibit, that shall be the minimum price accepted by the city.

SECTION 3. No Warranties of Guarantees. The City is to receive assurance from each purchaser that items of surplus city property that they understand that the city offers no warranties or guarantees with each surplus item. Purchasers should understand that they are purchasing surplus property "as is".

SECTION 4. Accounting of Surplus Sale Items. Where the City has described a specific piece of equipment in its Capital Reserve Fund, all monies from sale of surplus items described by a line item in that fund shall be credited to the account of that line item.

SECTION 5. This resolution is effective immediately upon adoption by the City Council.

ADOPTED by the City Council this 27th day of August, 2012.

APPROVED by the Mayor this 27th day of August, 2012.

Mayor

ATTEST:

City Recorder



Inventory To Be Surplused

Label ID	Description	Location	Qty.						
P-100	HP Business Inkjet	old planning office							
P-101	HP Deskjet 648c	old planning office							
P-102	HP Deskjet 9650	old planning office							
P-103	HP Deskjet 9650	old planning office							
P-104	Dell Photo Printer 720	old planning office							
P-200	Panasonic Impact Dot Matrix Printer	closet under stairs							
P-201	HP DeskJet 810C Printer	closet under stairs							
P-202	HP LaserJet 6MP Printer	closet under stairs							
P-203	Konica Minolta Magi color 2430DL Printer	closet under stairs							
P-204	HP Scan jet ADF Printer	closet under stairs							
P-205	Panasonic Impact Dot Matrix Printer	closet under stairs							
P-206	HP LaserJet 6P Printer	closet under stairs							
Box-3	Misc. Ink Cartridges	closet under stairs							
SR-100	Stereo Receiver (old ch. 23 equipment)	closet under stairs							
Z-109	Tuscan MSI Keyboard (old ch. 23 equipment)	closet under stairs							
D-100	Emerson VCR/DVD Combo	closet under stairs							
SR-101	Texscan MSI Character Generator (old ch. 23 equipment)	closet under stairs							
T-100	Toshiba Telephone	Old Planning Office							
T-101	Toshiba Telephone	Old Planning Office							
T-102	Toshiba Telephone	Old Planning Office							
T-103	Toshiba Telephone	Old Planning Office							
T-104	Toshiba Telephone	Old Planning Office							
T-105	Toshiba Telephone	Old Planning Office							
T-106	Toshiba Telephone	Old Planning Office							
T-107	Toshiba Telephone	Old Planning Office							
T-108	Toshiba Telephone	Old Planning Office							
T-109	Toshiba Telephone	Old Planning Office							

Inventory To Be Surplused

Box-1	Misc Cords - telephone, printer, computer	Old Planning Office							
S-100	Surge Protector	Old Planning Office							
CS-100	Computer Speaker Set	Old Planning Office							
WC-100	Micro Innovations Web Cam	Old Planning Office							
Box-2	Computer Mouse	Old Planning Office							
A-101	Keyboard Accessory - ergonomic wrist rest	Old Planning Office							
A-102	Keyboard Accessory - ergonomic wrist rest	Old Planning Office							
MW-100	Microwave	Old Planning Office							
Z-100	Brother Fax-1820C w/all cartridges colors, user manual, etc.	Old Planning Office							
Z-101	"Monster" 4' Component video cord	Old Planning Office							
Z-102	Compag "Almond" Keyboard	Old Planning Office							
Z-104	Compag "Almond" Keyboard	Old Planning Office							
Z-105	Compag "Almond" Keyboard	Old Planning Office							
Z-106	Dell "Almond" Keyboard	Old Planning Office							
Z-107	Dell "Black" Keyboard	Old Planning Office							
Z-108	Acer "Black" Keyboard	Old Planning Office							
M-100	Compag "Almond" Monitor	old planning office							
M-101	Compag "Almond" Monitor	old planning office							
M-102	Compag "Almond" Monitor	old planning office							
M-103	Dell "Black" Monitor	old planning office							
M-104	Dell "Black" Monitor	old planning office							
M-105	Dell "Black" Monitor	old planning office							
M-106	Dell "Black" Monitor	old planning office							
C-100	Compag Desk Pro Computer Tower	old planning office							

Inventory To Be Surplused

C-101	Compaq Desk Pro Computer Tower	old planning office						
C-102	Compaq Desk Pro Computer Tower	old planning office						
C-103	Dell Demension V490c	old planning office						
	SCBA Steel Bottles 2216 PSI	City Hall Bunker	7					
	Foosball Table	City Hall Bunker	1					
	Freestanding Chalkboard	City Hall Bunker	1					
	18" Envision Computer Monitor	old planning office	1					
	20" Curtis Mathes color tv	old planning office	1					
	old vacuum	closet behind AED	1					
	keuffel & esser co. transit scope optics w/tripod	PW entry hallway	1					
	dynatel 573A/P Locator	sewer fitting room	1					
	sears & roebuck transit scope optics w/tripod	sewer fitting room	1					
	Wacker Diesel Compactor DS 72y	PW Yard City Hall	1					
	Honda EB 3000 portable generator	PW Yard City Hall	1					
	Kubota B1750 4WD with 54" Mower Deck (broken gear casing)	PW Yard City Hall	1					
	Homelite XLS 1.5" Gas Water Pump	PW Yard City Hall	1					
	Pen Walt Scale	PW Yard City Hall	1					
	Wagner 505 Airless Paint Sprayer	PW Yard City Hall	1					
	Wacker Compactor DS 45y	PW Yard City Hall	1					
	Pave-Aids Plate Compactor	PW Yard City Hall	1					
	Yard Man 5hp Push Mower	PW Yard City Hall	1					
	Iron Man/NAPA 5hp portable air compressor	PW Yard City Hall	1					
	Vantage Tecumseh 3.8hp gas water pump	PW Yard City Hall	1					
	Homelite Large Gas Water Pump	PW Yard City Hall	1					
	Cornell Pump (elec) MDI 3NEA5-4 w/Marathon Motor	PW Yard City Hall	1					
	Old Mortar Mixer, wheelbarrow style w/elec motor	PW Yard City Hall	1					
	McLane 3hp Gas Edger	PW Yard City Hall	1					
	Metal Scale Free Standing	PW Yard City Hall	1					
	MH V&F Co. 6" gate valve	Well House	1					

Inventory To Be Surplused

	large fiberglass tank 4' X 8' oval (approx)	Storage Shed		1					
	large approx 30' trailer frame, double axel (frame only)	Storage Shed		1					
	large rear backhoe tires	Storage Shed		2					
	Essick V30W Walk Behind Paver Roller	Storage Shed		1					
	Boss Sander (hitch mount)	Storage Shed		1					
	Sand Storm Media Blaster w/hoses & hood	Storage Shed		1					
	Metal 55gal drums	Storage Shed		6					
	old oxygen cylinders	Storage Shed		4					
	Fairbanks morse scale	Storage Shed		1					
	Honda push mower	Storage Shed		1					
	Homart Fan	Storage Shed		1					
	Elec Motors-various sizer	Storage Shed		3					
	Powermate contractor 4200 generator	Storage Shed		1					
	Blue/Brown metal doors w/window	Storage Shed		2					
	Wood Desk w/shelves	Storage Shed		1					
	white metal desk w/ side section	Storage Shed		1					
	Reddy Heater Oil Burner	Storage Shed		1					
	Aluminum Cart w/wheels	Storage Shed		1					
	large straight snow plow-hydraulic	Storage Shed		1					
	american homeheater wood stove/fireplace	Storage Shed		1					
	large fairbanks scale	Storage Shed		1					
	2-level wood shelf/bookcase	Storage Shed		1					
	4X4 kawasaki mule 3, 162 hours (motor blown, rear-end issues)	Storage Shed		1					
	5/8" water meters	Storage Shed		about 50					
	balck metal server rack	Storage Shed		1					
	overhead cab light bar - white/red	Storage Shed		1					
	white/brown metal desk	Storage Shed		1					
	brown metal bookcase	Storage Shed		1					
	red/blue wood school desk w/chair	Storage Shed		2					
	old metal office chairs	Storage Shed		8					
	metal pip saw with strand (elec)	Storage Shed		1					
	wall cleates 8" wall forms	Storage Shed		about 50					
	metal snap tie shoes	Storage Shed		about 50					
	misc snap ties	Storage Shed		about 50					
	3hp gas concrete screed	Storage Shed		1					

Inventory To Be Surplused

17.5 gallon military surplus drinking water containers	Storage Shed	45				
wood desk w/drawers	Storage Shed	4				
tan metal desk	Storage Shed	1				
black/brown metal desk	Storage Shed	1				
hydraulic cutting tool with hases	Storage Shed	1				
grey metal doors w/jam	Storage Shed	2				
tow behind G-310 30V 250amp welder hobart bros	treatment plant	1				
kubota 1640A Front bucket attachment	treatment plant	1				
Pierce Fire utility box with pump & panel	treatment plant	1				
old white tow behind air compressor	treatment plant	1				
ford bucket truck	treatment plant	1			Vin # 1FDPK74NXFVA15040	
surplus USDA Generator Diesel 120-380V	old fire station	1				
modular trailer home approx 40' 1bed, 1 bath	old fire station	1			Title # 0323846911	
aluminum SCBA bottles 2216psi	old fire station	4				
Fire Extinguishers	new fire station	5				
Gas Powered PPV Fan	new fire station	2				
turnout coat & pant set	new fire station	5				
VHS Radio kenwood KRRK 3D-H w/dual controls & speakers	new fire station	1				
motorola cell phones	new fire station	3				
Compag Presario 1240 Laptop	CLIK Cabinet	1				
Canon CanoScan N670U Scanner	CLIK Cabinet	1				
Toshiba Satellite Laptop w/case	CLIK Cabinet	1				
Sony Video Camcorder	CLIK Cabinet	1				
Minolta Polaroid Camera w/case	CLIK Cabinet	1				
Pentax Manual 35mm Camera	CLIK Cabinet	1				
Kodak DX3500 Digital Camera w/dock	CLIK Cabinet	1				
Hamman/Kardon Computer Speakers	old planning cabinet	1				
Hard Shell Microphone Cases	old planning cabinet	6				
Hard Shell Video Camera Case	old planning cabinet	1				
Heated Foot Rest	old planning cabinet	1				
Black Dell Monitor	old planning cabinet	1				

Inventory To Be Surplused

Keyboard	Head End Room	1					
Keyboard	Head End Room	1					
Samtron Monitor	Head End Room	1					
Compag Monitor	Head End Room	1					
CC1 2000 Computer Tower	Head End Room	1					
Compag Computer Tower	Head End Room	1					
APC Smartup 1000 Battery Backup	Head End Room	1					
Smart Pro UPC	Head End Room	1					

STAFF REPORT

Date Prepared: August 20, 2012

For City Council Meeting on: August 27, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Paul Koch, ICA



SUBJECT: Authorizing payment for emergency repairs to the SCADA system

SYNOPSIS: SCADA is the automated computerized operating control system for the City's water system. SCADA controls the well pumps and reservoirs, monitors water levels, turns the system on and off, automatically dials up staff when problems arise and alerts staff to pump failures. This system was installed in 1970's with enhancements made during the 1980's and 1990's. Recently City Staff has had to manually operate much of the water system including the filling and management of the two water reservoirs. The chlorination system is also controlled by SCADA and the City has had a problem with that system also. The chlorination portion of the system will also soon need to be replaced.

In early July the system began to fail more frequently and got to the point that most of the work the system did was done manually by Public Works employees negating the value of the SCADA system and the cost to initially install the system. On quick notice staff checked with a number of possible firms to help solve the problem and was able to bring in Coburn Electric out of The Dalles/Hood River to refurbish the SCADA system. Coburn provided a resource located about 20 minutes away with extensive clients in the Gorge and familiar with the City system. Coburn has been used in the past when problems were experienced in the system. The other firms were located in Seattle and Portland and were more expensive and located too far to be of help in a crisis. Because of the critical nature of the situation, Coburn was brought in to solve the problems.

City Staff retained Coburn Electric out of Hood River, Oregon to make the emergency repairs and upgrades to the system. This upgrade is included in the City's approved Budget in the Capital Reserve account. The upgrade of SCADA is included as one of the capitol projects in the approved budget for \$15,000.

The system is now in working order having been upgraded and repaired. The total cost of the upgrade and emergency repair is \$12,188.84.

This situation has been reviewed with City Council as it was developing. This matter now comes to City Council for retroactive approval of the cost of the emergency repairs and upgrade.

CITY COUNCIL OPTIONS: City Council has the following options.

- A. Approve the cost of the SCADA system retroactively.
- B. Take no action at this time.
- C. Take action desired by City Council.

RECOMMENDATION: That City Council, by motion, retroactively approve the expense to repair and update the SCADA system the amount of \$12,188.84.

Legal Review and Opinion: None at this time.

Financial Review and Status: Normally the City would have gone to bid for this work and selected a service provider to do the work. That was not possible given the emergency nature of to required repairs. The SCADA system is listed in the capital Projects budget in the amount of \$15,000.

BACKGROUND INFORMATION:

1. A copy of the invoice from Coburn Electric is attached for City Council information.

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

CUSTOMER #: CTYCL

INVOICE #: A12063

INVOICE DATE: 08/07/12

DUE DATE: 08/17/12

RECEIVED
 AUG 08 2012

BY:

BILL TO:

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

JOB: A12063

CITY OF CASCADE LOCKS/WELL

DESCRIPTION	QUANTITY	PRICE	AMOUNT
REPLACED WELL PUMP CONTROL SYSTEM			
LABOR			
07/16/12 SUPERVISOR - CARTER	4.00 hrs	85.50 / hrs	342.00
07/19/12 SUPERVISOR - CARTER	4.00 hrs	85.50 / hrs	342.00
07/25/12 JON CARTER	5.00 hrs	50.00 / hrs	250.00
07/26/12 JON CARTER	6.00 hrs	50.00 / hrs	300.00
07/27/12 JON CARTER	4.00 hrs	50.00 / hrs	200.00
07/27/12 SUPERVISOR - CARTER	8.00 hrs	85.50 / hrs	684.00
07/30/12 JON CARTER	6.00 hrs	50.00 / hrs	300.00
07/31/12 JON CARTER	8.00 hrs	50.00 / hrs	400.00
07/31/12 JOURNEYMAN-SHAWN	9.00 hrs	80.00 / hrs	720.00
07/31/12 SUPERVISOR - CARTER	8.00 hrs	85.50 / hrs	684.00
08/01/12 SUPERVISOR - CARTER	7.00 hrs	85.50 / hrs	598.50
08/03/12 JON CARTER	2.00 hrs	50.00 / hrs	100.00
08/06/12 JON	7.00	50.000	350.00
08/07/12 JON	1.00	50.000	50.00
TOTAL LABOR:			5,320.50
MATERIAL			
1 1/2 LN	4.00	0.470	1.88
1 1/2 OFFSET NIPPLE	2.00	7.220	14.44
1 1/2 PB	4.00	0.620	2.48
1 5/8 KINDORF STRUT	10.00	2.890	28.90
1 KO SEAL	1.00	2.260	2.26
1/2 EMT CONDUIT	10.00	0.220	2.20

CUSTOMER #: CTYCL

INVOICE #: A12063

INVOICE DATE: 08/07/12

DUE DATE: 08/17/12

PAGE: 2

BILL TO:

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

JOB: A12063

CITY OF CASCADE LOCKS/WELL

DESCRIPTION	QUANTITY	PRICE	AMOUNT
1/2 EMT KINDORF STRAP	1.00	1.720	1.72
1/2 EMT SET SCREW CONN	3.00	0.390	1.17
1/2 EMT SET SCREW COUP	1.00	0.430	0.43
1/2 KO SEAL	1.00	1.410	1.41
1/4 FLAT WASHER	8.00	0.060	0.48
1/4 LOCK WASHER	4.00	0.040	0.16
1/4 SPRING NUT	4.00	1.350	5.40
1/4 x 1 1/4 ANCHOR	4.00	0.580	2.32
1/4 x 1 1/4 BOLT	4.00	0.530	2.12
1/4 x 1 1/4 FENDER WASHER	8.00	0.150	1.20
10A 250V FUSE	10.00	1.570	15.70
120V PULSE BUZZER	1.00	12.140	12.14
1400 LEVEL TRANSMITTER	2.00	1530.000	3,060.00
2 KO SEAL	1.00	5.860	5.86
20A 1P BREAKER	1.00	25.000	25.00
24x20 SUBPANEL ENCLOSURE	1.00	36.430	36.43
25A 250V FUSE	5.00	1.070	5.35
3/4 EMT CONDUIT	20.00	0.490	9.80
3/4 EMT SET SCREW CONN	2.00	0.310	0.62
3/4 EMT SET SCREW COUP	2.00	0.360	0.72
3/4 PB	3.00	0.170	0.51
33+ TAPE	1.00	5.810	5.81
5 PORT ETHERNET	1.00	141.430	141.43
6" COLOR TOUCH PANEL	1.00	1081.430	1,081.43
6" ZIP TIE	20.00	0.080	1.60

CUSTOMER #: CTYCL

INVOICE #: A12063

INVOICE DATE: 08/07/12

DUE DATE: 08/17/12

PAGE: 3

BILL TO:

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

JOB: A12063

CITY OF CASCADE LOCKS/WELL

DESCRIPTION	QUANTITY	PRICE	AMOUNT
6A 1P BREAKER	7.00	25.000	175.00
AB 16 POINT RELAY OUTPUT MODULE	1.00	274.500	274.50
AB ANALOG INPUT MODULE	1.00	379.130	379.13
AB OD FILTER	2.00	207.140	414.28
ETHERNET PATCH CABLE	2.00	7.140	14.28
FREIGHT			105.60
LEV 15A FLANGED INLET	1.00	17.330	17.33
LEV 15A FLANGED OUTLET	1.00	22.490	22.49
NEMA 1 WALL MOUNT BOX 24x20x8	1.00	255.710	255.71
PERMIT	1.00	70.480	70.48
POWER SUPPLY 24 VDC 30W	1.00	92.860	92.86
POWER SUPPLY 24VDC 15W	2.00	75.710	151.42
UNINTERRUPTIBLE POWER SUPPLY	1.00	424.290	424.29
TOTAL MATERIAL:			<u>6,868.34</u>
		NET DUE:	<u>12,188.84</u>

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

SA 56-405-63941

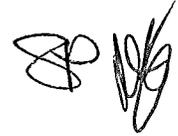


STAFF REPORT

Date Prepared: 8/2/12

For City Council Meeting on: August 27, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Shirelle Price, Accounting Clerk 

APPROVED BY: Paul Koch, ICA 

SUBJECT: The expenditure for the loss of uncollected utility bills for fiscal years 2010/2011 and 2011/2012

SYNOPSIS: Each year staff presents the uncollectible utility bills to Council to “clean the books” so to speak. This is just a general good housekeeping procedure. This process did not take place for 2010/2011 and 2011/2012 and is coming before Council at this time for action.

CITY COUNCIL OPTIONS:

1. Authorize the expenditure of the loss of uncollected utility bills for fiscal years 2010/11 and 2011/12
2. Take no action at this time.

RECOMMENDATION: That City Council, by motion, authorize the expenditure of the loss of uncollected utility bills in the amount of \$2,447.70 for Fiscal Year 2010/11 and \$959.87 for Fiscal Year 2011/12 for a total of \$3,407.57.

Legal Review and Opinion: None Required

Financial review and status: Each Enterprise Fund has a line item in materials and services for uncollectible accounts. The current budget is sufficient for the corresponding uncollectible bills in all funds except the Water Fund. The small difference can be absorbed by the Materials and Services Category. The total budget and total expenditures are as follows:

Fund	Budgeted Amount	Uncollectible Amounts
Electric	\$ 7,000	\$ 2,583.64
Water	\$ 200	\$ 218.19
Sewer	\$ 500	\$ 361.49
CATV/BB	\$ 400	\$ 244.25
Total	\$ 8,100	\$ 3,407.57

BACKGROUND INFORMATION:

1. Staff makes an effort to collect delinquent bills, however after due diligence and the bill is still uncollected, it is sent to a third party collection agency for formal collection efforts. At this time, it is added to the Uncollectible Utility Account List and deemed uncollectible.
2. There is no statute of limitations in collecting on utility bills for municipal utility companies. Therefore all uncollectible accounts are kept on file. In the event one of these customers wishes to initiate an account with the City, they would be required to pay all delinquent balances and fees.
3. The purpose for clearing the books is just that. This establishes a more accurate picture of our financial situation. Although the accounts are cleared off the books, we still collect on them if the opportunity arises, either through the collection agency or if the customer moves back to town.

Kathy Woosley

From: Liz Fuller [lfuller@gardcommunications.com]
Sent: Wednesday, July 25, 2012 11:47 AM
To: kwoosley@cascade-locks.or.us
Subject: Morrow Pacific Project

Hi Kathy,

Thanks for talking with me earlier this morning.

We represent the Morrow Pacific project, a proposed coal export project that would barge coal down the river and transfer to ocean-going vessels in Columbia County near Clatskanie, Oregon. We've made close to 50 public presentations to city councils, ports, chambers, etc around the state, and would appreciate the opportunity to present to the Cascade Locks City Council on August 27.

Our goal would be to share information about the project and answer questions.

Here is some additional information about the project, more can be found on our website:
www.MorrowPacific.com

About the Morrow Pacific project

The Morrow Pacific project will ship low-sulfur coal by rail from the Intermountain Region to an enclosed warehouse at the Port of Morrow. From there, enclosed barges will move the coal to Port Westward Industrial Park at the Port of St. Helens near Clatskanie, Oregon. An enclosed transloader will then transfer the coal from barges to oceangoing vessels bound for Asian trading allies, such as Japan, South Korea or Taiwan. The Morrow Pacific project raises the bar for environmental standards in coal export operations. Between the Port of Morrow facility until it arrives in Asia, there will be no visible coal and little, if any, coal dust.

Project Packet

The official Morrow Pacific Project Packet provides details about the project, jobs and economic benefits, environmental standards and a project fact sheet.

<http://morrowpacific.com/wp-content/uploads/2012/06/MorrowPacific-project-booklet.pdf>

Coal Myth Fact Book

Ambre believes it is fair for the use of coal and the issue of coal exports to be looked at carefully, analytically and publicly. Dispelling the myths and misstatements about coal will contribute to that discussion.

<http://morrowpacific.com/wp-content/uploads/2012/06/MythFact-book.pdf>

Liz Fuller

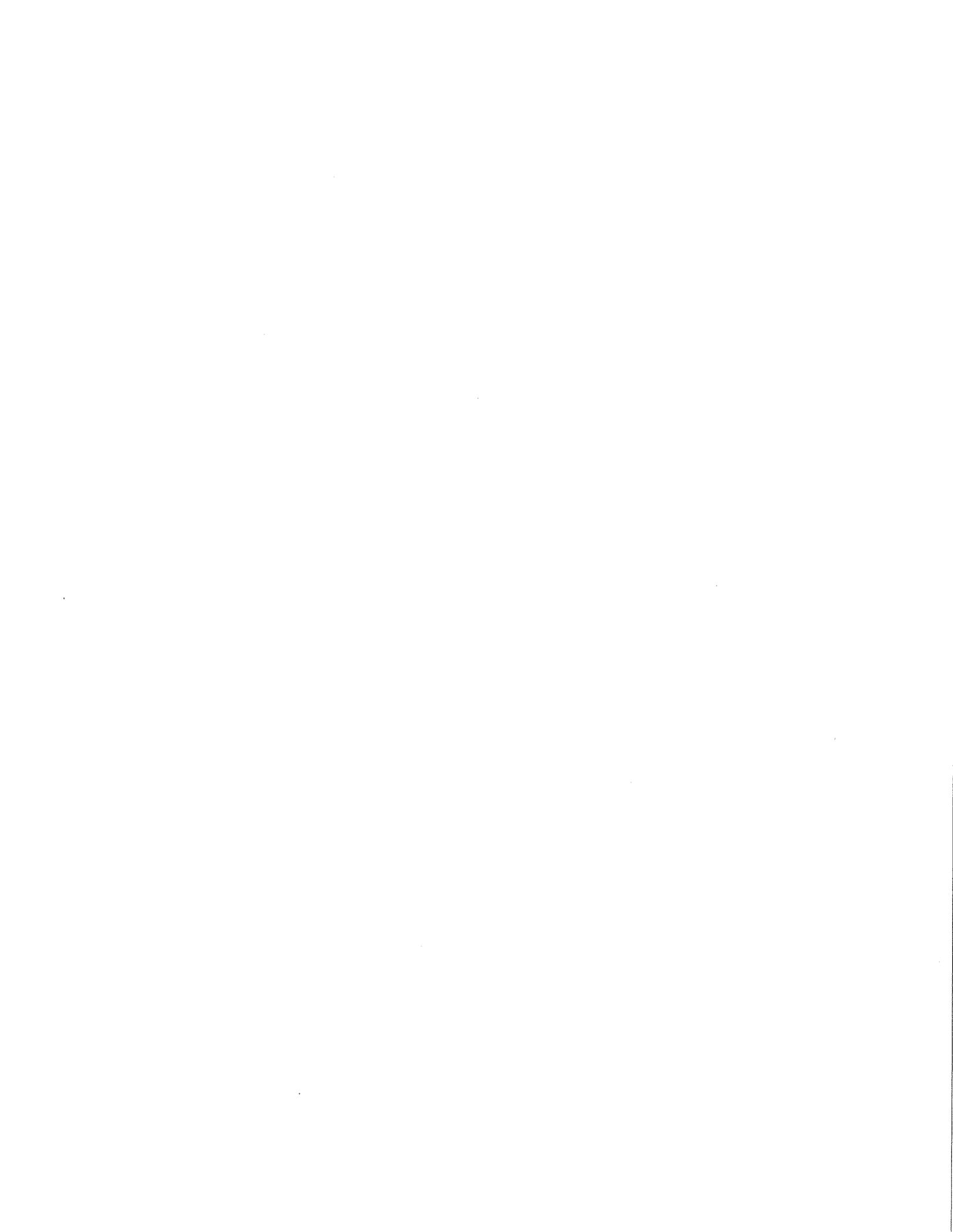
Gard Communications

1140 SW 11th Ave., Suite 300, Portland, OR 97205

Direct: 503-552-5067 | Main: 503-221-0100 | Fax: 503-226-4854 | gardcommunications.com

If you received this by mistake, please let us know so we can make sure it gets to the right person. Thanks.

8/15/2012



JOSEPH A. WAMPLER
SHERIFF

JERRY BROWN
CHIEF DEPUTY



MARITA HADDAN
911 COMMANDER

TERRY L. BRIGHT
CHIEF CIVIL DEPUTY

JERRY KEITH
EXECUTIVE ASSISTANT

CASCADE LOCKS MONTHLY REPORT July 2012

1. TOTAL CALLS FOR SERVICE: 164
2. TOTAL PRIORITY CALLS: 26
3. TOTAL NON-PRIORITY CALLS: 138
4. OFFICER INITIATED CALLS: 66
5. TOTAL CITATIONS ISSUED: 13 (3 individual cites of UTC Violation may be on each ticket)
6. TOTAL CRIMES AGAINST FAMILIES: 6
7. Total Case Numbers Issued: 17
8. Total Animal Control Calls: 2

Additional Investigative support (Detective English & Animal Control Officer Casey DePriest) was provided for Case numbers (S120604, S120642, S120667, S120669, S120684, S120705 S120706 and S120708).

Deputy Harvey worked 135 hours within the City of Cascade Locks. Hood River County Sheriff's Office Personnel worked an additional 83.25 hours within the City of Cascade Locks (Deputy Joel Carmody, Deputy Rick Princehouse, Chief Deputy Jerry Brown, Sergeant Jess Flem, R. Deputy Mike Renault, R. Deputy Travis Paulsen, R. Deputy Josh Beckner, Deputy Don Dillenbeck, Deputy Noel Princehouse, Deputy Pete Hughes, Sgt. Ricardo Castaneda, Deputy Chris Guertin, Deputy Mike Anderson, Deputy Brian Rockett & Deputy Marc Smith).

*The information reflected above is supported by the Hood River County Sheriff's Office Monthly Report for the City of Cascade Locks. The information in the support documents must be cleansed Per ORS 192.501 & 192.502, but is on file to support this excerpt.

Jerry Brown
Chief Deputy

