

CITY of CASCADE LOCKS

AGENDA

CITY COUNCIL MEETING, Monday, October 9, 2017, 7:00 PM, CITY HALL

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

1. **Call to Order/Pledge of Allegiance/Roll Call.**
2. **Additions or amendments to the Agenda.** (The Mayor may add items to the agenda after it is printed and distributed only when required by business necessity and only after an explanation has been given. The addition of agenda items after the agenda has been printed is otherwise discouraged.)
3. **Adoption of Consent Agenda.** (Consent Agenda may be approved in its entirety in a single motion. Items are considered to be routine. Any Councilor may make a motion to remove any item from the Consent Agenda for individual discussion.)
 - a. **Approval of September 25, 2017 Minutes.**
 - b. **Ratification of the Bills in the Amount of \$140,546.18.**
4. **Public Hearing:** None.
5. **Action Items:**
 - a. **Appointment to Committees.**
 - b. **Approve Resolution No. 1383 OBDD Corrosion Control Contract.**
 - c. **Approve Resolution No. 1384 Directing Expenditure of State Gas Tax Funds.**
 - d. **Approve Deed of Dedication for Herman Creek Lane.**
 - e. **Approve Resolution No. 1385 Adopting Random Drug Test Policy.**
 - f. **First Reading of Ordinance No. 445 Amending Ordinance No. 444 Noise Ordinance.**
 - g. **Approval of Short-term Increased Tourism Support.**
6. **Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community.** (Comments on matters not on the agenda or previously discussed.)
7. **Reports and Presentations.**
 - a. **City Committees.**
 - b. **Dan Bubb, Gorge.Net President.**
 - c. **City Administrator Zimmerman Report.**
8. **Mayor and City Council Comments. (Happiness Month)**
9. **Other matters.**
10. **Executive Session under ORS 192.660 (2)(i) City Administrator Review.**
11. **Adjournment.**

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

1. **Call to Order/Pledge of Allegiance/Roll Call.** Mayor Cramblett called the meeting to order at 7:00 PM. CM's Groves, Randall, Fitzpatrick (via phone), Walker, Busdieker, Zerfing, and Mayor Cramblett were present. Also present were City Administrator Gordon Zimmerman, City Attorney Ruben Cleaveland, City Recorder Kathy Woosley, Camera Operator Betty Rush, Fire Chief Jessica Bennett, Katelyn Stuart, JoAnn Wittenberg, Caroline Park, Brenda Wood, Ray Cless, Darrin Eckman, and The Forest Service Incident Team.
2. **Additions or amendments to the Agenda.** CA Zimmerman said the Forest Service Incident Team and Fire Chief Bennett would like to address the Council after the Consent Agenda.
3. **Adoption of Consent Agenda.**
 - a. **Approval of August 28, 2017 Minutes.**
 - b. **Approval of September 11, 2017 Minutes.**
 - c. **Ratification of the Bills in the Amount of \$ 249,849.35.**Mayor Cramblett read the list of items on the Consent Agenda. **Motion:** CM Walker moved, seconded by CM Randall, to approve the Consent Agenda. The motion was approved unanimously.
4. **Forest Service Incident Team (added).** Several members of the team spoke regarding the management of the fire and the focus being on fire suppression and suppression rehab. He said the Cooperators meetings are focusing on recovery and restoration work and have been well attended.

Liaison Officer Scobba said this is a long duration fire with a lot of impacts and corresponding economic loss. She said there is a potential for continued losses and the current incident team will be working on a mitigation plan to deal with those impacts. LO Scobba said they will be working to lay a foundation for a citizen based strategy to prepare for some of the probable impacts. She said this team of people will be community based involving agencies from Troutdale to Mt. Hood and across the River.

Mr. Rowe explained that there has been minimal activity since the rain. He said safety measures have been installed at the eastern edge of the fire and the fire was not expected to move much. He said they are in the suppression stage right now but still patrolling. He reported that a fire engine is still staged at Multnomah Falls. He said dozer work, cutting trees, and cleaning slash piles is the work that is taking place now.

CM Walker asked if this fire has been more difficult to manage than a regular forest fire since it is National Scenic Area. Columbia Gorge National Scenic Area Manager Lynne Burdette stated during an emergency there are no limits. CM Walker asked if there was going to be a change as to how the forests are managed. Ms. Burdette said most of this land has wilderness guidelines and the Gorge Commission will review and revise what needs to be revised. She spoke of the different agencies that are here adequately responding and keeping the work going.

The Incident Management Team said they are very grateful for the reception and outstanding hospitality they have received from the community.

5. **Fire Chief Bennett (added).** FC Bennett gave the timeline of events from the first report of the fire. She said the Forest Service ultimately took command and Cascade Locks was told to stand by for medical needs. FC Bennett said she is a liaison with each team that comes in. CM Walker said he is amazed at how everyone came together and everyone did stellar jobs. CM Zerfing said he went to the Fire Station every day for updates. He said FC Bennett spent a lot of her personal time during this incident. Mayor Cramblett thanked FC Bennett.

Ms. Burdette said this fire is well represented. She said this event has been the best example of conflagration work and has been truly unified. She conveyed to Council that FC Bennett is representing Cascade Locks well and expressed her gratitude.

Mayor Cramblett stated that this is a 100 year event and plans can be made but it is hard to plan for the 100 year events. He said that he will be starting an Ad Hoc Committee and discuss communication issues and other issues. He said Cascade Locks is working with the teams in our area and discussing the future issues that may happen due to the fire. Ms. Burdette said there is grieving taking place and a lot of emotions. She said Cascade Locks does need to think about the future impacts due to the fire. Ms. Burdette said Skamania County stepped up to help everyone through this process.

6. **Public Hearing:** None.

5. **Action Items:**

a. **Appointment to Committees.** None.

b. **Award Bid for Water Project, if Approved by USDA Rural Development.** CA Zimmerman said he handed out a staff report with two letters (**Exhibit A**) that recommended Rotschy, Inc. bid be considered non-responsive and to accept the bid from Crestline Construction Company. Mr. Eckman reported that he is waiting on information from pipe suppliers and didn't know if there was going to be any impacts due to the hurricane with the pipe being made in Texas. CM Zerfing said his experience has proved that accepting the low bid isn't always beneficial. Mr. Eckman said Crestline has been in business since 1994 and he has worked with them personally and would recommend Crestline. **Motion:** CM Randall moved, seconded by CM Busdieker, to declare the bid from Rotschy, Inc. as unresponsive to the bid request. The motion passed unanimously. **Motion:** CM Walker moved, seconded by CM Randall, to approve the letter from Darrin Eckman, PE, to send the USDA the recommendation to award the water system improvement project to Crestline Construction in the amount of \$2,354,232.00. City Attorney Cleaveland stated that the bullet on the first page needed to include, "Chapter" after ORS. CM Walker withdrew his motion. **Motion:** CM Walker moved, seconded by CM Randall, to approve the letter from Darrin Eckman, PE, to send the USDA the recommendation to award the water system improvement project to Crestline Construction in the amount of \$2,354,232.00 and add the word, "Chapter" after ORS on page one under the bullet. The motion passed unanimously. **Motion:** CM Zerfing moved, seconded by CM Groves, to authorize the Mayor or other designee to sign any and all documents for the Water System Improvement Project in order to avoid any further unnecessary delay. CM Walker asked if the City would be following the Charter by doing this. CA Zimmerman explained this is a contract and are following the guidelines as written. He said change orders will come before Council for approval. He said there are numerous documents that will have to be signed. CM Zerfing asked who would be the designee. CM Randall said it would be the Council President. CM Busdieker said the line of succession is covered. City Attorney Cleaveland said the Council will choose the designee if the Mayor is unavailable. **Amended Motion:** CM Zerfing said he would like to amend his motion to, "Authorize the Mayor or other City Council designee to sign any and all documents for the Water System Improvement Project in order to avoid any further unnecessary delay." The motion passed unanimously.

CA Zimmerman said the second letter is to accept Chris Eckman as the Resident Project Representative. Darrin said this is a role that is required by USDA and CM Fitzpatrick said it is customary practice. **Motion:** CM Groves moved, seconded by CM Zerfing, to accept Chris Eckman as the Resident Project Representative. The motion passed unanimously.

6. **Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community.** Caroline Park spoke about the Go Fund Me account set up for donations for Volunteer Fire Departments that came here before the State Conflagration was initiated. She said over \$20,000 has been raised to date. She said she has to get a list of all the volunteer agencies that participated so that no one gets left out. Caroline spoke of the CascadeLocksStrong partnership with local businesses that wish to participate. She said she hasn't had time to contact everyone but urged citizens to talk to local businesses about the partnership. She said this is a website where gift certificates can be purchased for

local businesses. Caroline said Bernadette did an awesome job on the graphic used for CascadeLocksStrong. CA Zimmerman thanked all the businesses for feeding the firefighters. Caroline said the thanks go to Shelly at the Ale House, Kim at Brigham Fish, and Sally Drew at the Cascade Inn. She said those businesses also received \$10,000 in food donations. She said everyone tried to do their part. Caroline said employees lost their income and urged citizens to give big tips when visiting your local establishments. Caroline said Nate Stice, with the Governors' Office has done a great job facilitating access to resources to Cascade Locks.

JoAnn reminded everyone of the Magical History Tour on October 6th. She said there will be an Eat Smart Live Strong Class sponsored by the Extension Service in October and November and will be at the Bible Fellowship Church. JoAnn reminded everyone that trauma is different for each and every one of us. She urged all to be kind to one another and look to the future. JoAnn said she thought CM Busdieker had worked on an emergency plan as a Councilor and thought she should get on that right away.

Katelyn said we need communication. She said there was no real way to tell people how their houses were doing when they evacuated. She said we need to put something in place where people can get that information. She said the only evacuees that were kept track of were the ones that went to Stevenson. Katelyn said phone numbers can be forwarded to another number and something else would be better than posting the notices at the store and the post office. She said there were a lot of people that needed a lot more help than we gave them.

7. Reports and Presentations.

a. City Committees.

b. City Administrator Zimmerman Report. CA Zimmerman gave his report to Council (**Exhibit B**). There was consensus of Council to hire Marilyn Place as Deputy Recorder/Utility Specialist, consensus for expenditures for emergency repairs to the reservoir and electric line repair.

8. Mayor and City Council Comments. CM Zerfing said he has heard a lot of negativity about what the City should have been doing and what wasn't done. He said people need to be kind during this time and we should all be thinking and taking care of our neighbors. He said if you watch out for your neighbor they will watch out for you.

CM Fitzpatrick commended all in the City that stepped up with communication. He said Mayor Cramblett visited the evacuation site in Stevenson and informed all with what information he had. He said the City did well and he was impressed. He said he was glad that the water project will be moving forward.

CM Walker said he was out of town but was able to keep up with different Face Book postings. He said there were inadequate statements made but if there was a concern a telephone call could have been made. He said he was amazed at the amount of fire personnel that came to Cascade Locks to help and that all hands were on deck.

CM Busdieker agreed with CM's Walker and Zerfing. She said we do need to know our neighbors. She said communication at the evacuation site was sketchy in the beginning with trying to discern rumor from fact but the communication did improve as time went on. CM Busdieker agreed to the need of reviewing the Emergency Management Plan and especially the communication portion. She said she has talked to a lot of people during this situation and everyone has said that this is the best community they have ever worked with and agencies have complimented Cascade Locks.

CM Randall thanked everyone. He said people have really stepped up during this fire and helped others. He said there has been a lot of communication and 10 or 15 Face Book Groups. He said he stayed up to

date from the Face Book posts better than from news updates. He thanked Skamania County for opening up their hearts for our community.

CM Groves said she was fortunate as she got to stay in her home. She said anyone with health problems needed to leave. She said there should not be any bickering going on and the community needs to pull together. She thanked Skamania County and all the citizens for helping. She said we do need a designated site for communications.

Mayor Cramblett said the community did a great job with communicating with their neighbors. He said his concern was keeping citizens and firefighters safe. He said the Federal Government ran the Eagle Creek Fire. He said his opinion is that it is better to not give information if you don't have any good information to give. He agreed that communication during an incident needs to be reviewed. He said everyone communicating with their neighbors is an important piece.

Mayor Cramblett said some local businesses provided good meals for the fire personnel that were in town. He said Jessie Groves made connections with people and thanked Jessie, Paul, and Gordon for what they do for our community.

Mayor Cramblett said the motels took a loss during this incident and said he was asked if the City might consider waiving the Transient Room Tax. He said he understands that the tourist pays the tax and not the motel owners. He said 70% of the money does go into the City's budget.

Mayor Cramblett said Sheriff English was awesome during this incident. He said there has been a big County presence and the Sheriff English is on top of everything. He said the evacuation went quickly and efficiently thanks to the Hood River County Sheriff's Office. He said no one has let Cascade Locks down and we aren't done yet as now there is fear of what might happen after the fire.

9. Other matters. None.

10. Executive Session under ORS 192.660 (2)(i) City Administrator Review and (2)(g) to consider Preliminary Negotiations involving matters of trade or commerce. Mayor Cramblett said there would be a five minute recess before entering into Executive Session and stated the Council would not be returning to Regular Session.

Mayor Cramblett opened Executive Session at 9:33 PM. CM's Groves, Randall, Fitzpatrick, Walker, Busdieker, Zerfing, and Mayor Cramblett were present. Also present were City Administrator Zimmerman, City Attorney Cleaveland, and City Recorder Woosley.

11. Adjournment. Motion: CM Walker moved, seconded by CM Randall, to adjourn the meeting. The motion passed unanimously. The meeting was adjourned at 10:50 PM.

Prepared by
Kathy Woosley, City Recorder

APPROVED:

Tom Cramblett, Mayor

AGENDA ITEM NO: _____

CASCADE LOCKS STAFF REPORT

Date Prepared: September 25, 2017

For City Council Meeting on: September 25, 2017

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Water System Improvement Project

SYNOPSIS: Please find two letters attached from Darrin Eckman, Tenneson Engineering.

The first letter does several things. It recommends that the bid from Rotschy, Inc. be considered non-responsive to the bid request. It recommends accepting the bid from Crestline Engineering. The letter also suggests authorizing the Mayor or other designee to sign any and all documents related to the project to further avoid any unnecessary delays with the project.

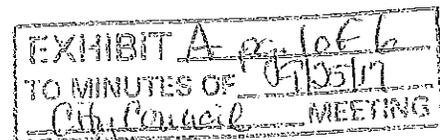
The second letter recommends approving the resident engineer. This is the inspector who will verify that the project follows the engineering. We will also have our owner's representative in Mr. David Griffin who will be responsible to the City Council and me for oversight of the project.

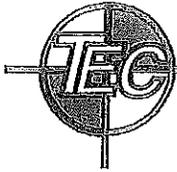
CITY COUNCIL OPTIONS: Approve or reject one or both of the letters.

1st RECOMMENDED MOTION: "I move to declare the bid from Rotschy, Inc. as unresponsive to the bid request."

2nd RECOMMENDED MOTION: "I move to approve the letter from Darrin Eckman, PE, to send the USDA the recommendation to award the water system improvement project to Crestline Construction in the amount of \$2,354,232."

3rd RECOMMENDED MOTION: "I move to authorize the mayor or other designee to sign any and all documents for the Water System Improvement Project in order to avoid any further unnecessary delay."





September 18, 2017

Cascade Locks City Council
P.O. Box 308
Cascade Locks, Oregon 97014

Reference: 2017 Waterline Replacement Project

Dear Sirs:

Tenneson Engineering Corporation, having been retained and directed by the City, has proceeded with the contract document preparation, advertisement, and bid opening for the 2017 Waterline Replacement Project. This project involves the installation/replacement of approximately 14,880 lineal feet of waterline, a railroad and bridge crossing, 93 valves, 15 hydrants, 102 water service reconnections and all restoration and appurtenances throughout the City.

On August 10, 2017 at the City Hall offices, a total of five bids were received and opened for this project. These bids (tabulation attached) ranged in price from \$2,354,232.00 to \$3,416,843.00. The engineer's estimate for the project was \$2,235,076.00. During review of the submitted bids, Tenneson Engineering Corporation found the following discrepancies, irregularities, and omissions:

- Rotschy, Inc. did not submit the Rural Utility Service (RUS) statements and certifications that were required to be submitted with the Bid. **Due to the non-submittal of the various RUS documents, we recommend that the bid from Rotschy, Inc., be considered non-responsive per ORS 279B.005.**

Based upon the bids submitted and discussions with the City Administrator and Public Works staff, we as a group recommend that the City of Cascade Locks accept the low bid from Crestline Construction Company, LLC, of The Dalles, Oregon, in the amount of \$2,354,232.00.

Crestline Construction has been in the heavy civil construction industry for over twenty years. Their personnel have decades of experience completing projects similar to that of the City's waterline replacement. Crestline completed a similar \$3.7 million waterline and elevated water tank project that Tenneson designed in 2007. Crestline has the capacity and ability to complete this project in a timely fashion.

Therefore, based upon the above stated information, Tenneson Engineering, acting in direct consultation with the City Administrator, hereby recommends that the City of Cascade Locks:

1. Consider the bid from Rotschy, Inc. non-responsive.

City of Cascade Locks
September 18, 2017
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2. Accept the bid from Crestline Construction Company, LLC, of The Dalles, Oregon, in the amount of \$2,354,232.00 for the 2017 Waterline Replacement Project.

If the City Council chooses to proceed with these recommendations, a Notice of Intent to Award will be prepared for the City's signature for distribution to all bidders after concurrence by the Rural Utilities Service. The actual Notice of Award will automatically take place seven calendar days after the Intent to Award is published unless a protest has been filed with the City.

At this time, the City may also authorize the Mayor or other designee to sign any and all documents related to this project. This action will allow prompt processing of the contract without the need for the Council to reconvene.

Sincerely,

TENNESON ENGINEERING CORPORATION



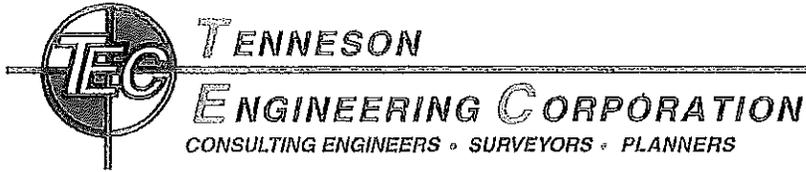
Darrin O. Eckman, P.E.

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Enclosures

**City of Cascade Locks
2017 Waterline Replacement Project
Bid Tabulation
August 10, 2017**

CONTRACTOR	The Dalles, OR		Battle Ground, WA		Rotschy Inc. Vancouver, WA		Nutter Corporation Vancouver, WA		Moore Excavation, Inc. Fairview, OR		Average of the Low 3 Bidders	
	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST
1	1 LS	\$ 80,000.00	\$ 80,000.00	\$ 256,000.00	\$ 179,600.00	\$ 202,500.00	\$ 300,000.00	\$ 162,200.00	\$ 300,000.00	\$ 162,200.00	\$ 162,200.00	\$ 162,200.00
2	1 LS	\$ 30,000.00	\$ 30,000.00	\$ 90,000.00	\$ 35,000.00	\$ 90,000.00	\$ 15,000.00	\$ 31,666.67	\$ 15,000.00	\$ 31,666.67	\$ 31,666.67	\$ 31,666.67
3	1 LS	\$ 120,000.00	\$ 120,000.00	\$ 360,000.00	\$ 200,000.00	\$ 360,000.00	\$ 90,000.00	\$ 160,000.00	\$ 90,000.00	\$ 160,000.00	\$ 160,000.00	\$ 160,000.00
4	100 CY	\$ 140.00	\$ 14,000.00	\$ 14,000.00	\$ 200.00	\$ 20,000.00	\$ 120.00	\$ 12,000.00	\$ 250.00	\$ 25,000.00	\$ 250.00	\$ 25,000.00
5	100 CY	\$ 89.00	\$ 8,900.00	\$ 8,900.00	\$ 200.00	\$ 20,000.00	\$ 120.00	\$ 12,000.00	\$ 250.00	\$ 25,000.00	\$ 250.00	\$ 25,000.00
6	1 LS	\$ 140,000.00	\$ 140,000.00	\$ 140,000.00	\$ 155,000.00	\$ 125,000.22	\$ 175,000.00	\$ 151,666.67	\$ 175,000.00	\$ 151,666.67	\$ 151,666.67	\$ 151,666.67
7	1 LS	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	\$ 44,000.00	\$ 44,000.00	\$ 35,000.00	\$ 59,000.00	\$ 35,000.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00
8	1 LS	\$ 82,250.00	\$ 82,250.00	\$ 82,250.00	\$ 11,500.00	\$ 87,423.00	\$ 12,000.00	\$ 85,333.33	\$ 12,000.00	\$ 85,333.33	\$ 85,333.33	\$ 85,333.33
9	62.00	\$ 150,040.00	\$ 9,300.00	\$ 584,256.00	\$ 70.00	\$ 10,700.00	\$ 40.00	\$ 2,800.00	\$ 74.00	\$ 10,700.00	\$ 74.00	\$ 10,700.00
10	34.00	\$ 110,998.00	\$ 40.00	\$ 1,374,800.00	\$ 40.00	\$ 50,700.00	\$ 40.00	\$ 50,700.00	\$ 40.00	\$ 50,700.00	\$ 40.00	\$ 50,700.00
11	15.00	\$ 30,420.00	\$ 13.00	\$ 197,950.00	\$ 13.00	\$ 169,000.00	\$ 14.00	\$ 197,950.00	\$ 14.00	\$ 197,950.00	\$ 14.00	\$ 197,950.00
12	15.00	\$ 9,795.00	\$ 13.00	\$ 127,890.00	\$ 13.00	\$ 169,000.00	\$ 14.00	\$ 197,950.00	\$ 14.00	\$ 197,950.00	\$ 14.00	\$ 197,950.00
13	9.00	\$ 12,789.00	\$ 11.00	\$ 142,680.00	\$ 11.00	\$ 142,680.00	\$ 12.00	\$ 154,320.00	\$ 12.00	\$ 154,320.00	\$ 12.00	\$ 154,320.00
14	71.00	\$ 37,950.00	\$ 80.00	\$ 319,600.00	\$ 80.00	\$ 319,600.00	\$ 82.00	\$ 338,240.00	\$ 82.00	\$ 338,240.00	\$ 82.00	\$ 338,240.00
15	58.00	\$ 104,740.00	\$ 50.00	\$ 519,300.00	\$ 50.00	\$ 519,300.00	\$ 52.00	\$ 550,800.00	\$ 52.00	\$ 550,800.00	\$ 52.00	\$ 550,800.00
16	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
17	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
18	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
19	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
20	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
21	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
22	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
23	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
24	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
25	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
26	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
27	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
28	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
29	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
30	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
31	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
32	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
33	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
34	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
35	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
36	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
37	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
38	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
39	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
40	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
41	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
42	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
43	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
44	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
45	88.00	\$ 18,510.00	\$ 55.00	\$ 277,650.00	\$ 55.00	\$ 277,650.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00	\$ 57.00	\$ 306,810.00
TOTAL BID AMOUNT		\$	\$ 2,354,292.00	\$	\$ 2,455,884.50	\$	\$ 2,552,855.22	\$	\$ 3,416,843.00	\$	\$ 2,405,124.17	\$



3775 CRATES WAY
THE DALLES, OR 97058

PHONE (541) 296-9177
FAX (541) 296-6657

September 18, 2017

Cascade Locks City Council
P.O. Box 308
Cascade Locks, Oregon 97014

Reference: 2017 Waterline Replacement Project – Resident Project Representative Acceptance

Dear Sirs:

Tennessee Engineering Corporation, having been retained by the City of Cascade Locks to provide the design, bid period services, contract administration, and construction inspection services for the Water System Improvement Projects, is hereby submitting the following information regarding the Resident Project Representative (RPR) or construction inspector.

The proposed Resident Project Representative from Tennessee Engineering Corporation for this project will be Chris Eckman (resume attached). As you can see, Chris has extensive construction inspection experience and is fully ODOT certified for both nuclear density testing and concrete testing. Depending upon the contractor's schedule, Chris will be on-site for the majority of each week providing the necessary construction inspection oversight to assure the City a satisfactory product. In addition, I, as the Project Manager, will be on-site a minimum of once, if not more, each week to verify construction progress and answer any questions. I will also be readily available by phone to the RPR to provide the necessary oversight and answer any technical questions that he does not feel comfortable answering.

Please review his resume and provide written documentation, if you agree, to Rural Utilities Service accepting Chris Eckman as the Resident Project Representative for the 2017 Waterline Replacement Project. Please feel free to contact me should you have any questions concerning this request.

Sincerely yours,

Darrin O. Eckman, P.E.

DOE:de
<wo#14020>

Enclosure

Chris B. Eckman

TENNESON ENGINEERING CORPORATION
Construction Inspector

EDUCATION

ITT Technical Institute, Portland, Oregon
Associates in Applied Sciences in Electrical Engineering Technology, 1982

PROFESSIONAL CERTIFICATIONS

ODOT Certified Density Technician and Quality Control Technician (CDT/QCT #44026)
ACI/ODOT – Concrete Quality Control Testing Certification (ACI #1041379)

EXPERIENCE SUMMARY

Presently a construction inspector with Tenneson Engineering Corporation and has been with the firm since 2004. As a field inspector, is responsible for adherence of civil construction projects to the plans and specifications. Inspection duties include visual inspection of underground utility installation, conducting nuclear density testing, and concrete quality testing. The materials involved in testing include concrete, aggregates, native backfill, and bituminous pavement.

SPECIFIC PROJECT EXPERIENCE

- Resident Project Representative for \$2.7 million Barlow Water Improvement District Water System Improvement Project. Inspected all aspects of water system improvement construction, including waterline, service lines, valves, fittings, thrust blocks, services, and construction of a new elevated reservoir. Work included density testing of native materials and aggregates and quality control testing of concrete.
- Construction Inspector for \$1.5 million Chenoweth Water PUD Intertie Project. Inspected all aspects of water system improvement construction, including waterline, service lines, valves, fittings; thrust blocks, services, and construction of a new reservoir. Work included density testing of native materials and aggregates and quality control testing of concrete.
- On-site Construction Inspector and field representative for an on-going \$1.2 billion industrial project located in the Port of The Dalles. Responsible for construction inspection of all underground utilities, including site systems, electrical, potable water, irrigation water, storm drain, and sanitary sewer. Also responsible for nuclear density and quality control of pipe backfill, road subgrade preparation, and surfacing materials such as asphalt pavement and concrete. Responsible also for inspection and nuclear density testing of soil over-excavation and embankment under building footprints, reaching depths of up to 50 feet below original grade.
- Construction Inspector for \$75 million wind power project for Klondike Wind Farm. Responsible for working directly with the contractor to achieve adequate subgrade preparation and compaction around wind turbine foundations. This work included nuclear density testing of soils in both their native and backfilled states, along with running "One Point" and Proctor analyses.
- Construction inspector for various private and municipal infrastructure projects in and for the cities of Culver and Fossil and for Klickitat County Port District #1, Sherman and Wasco Counties.



City Administrator Report to the City Council
Monday, September 25, 2017

1. **Deputy Recorder/Utility Specialist:** The City interviewed three applicants for the Deputy Recorder/Utility Specialist position. After the interviews and the testing of the applicants with the assistance of the Local Government Personnel Institute computer testing model, we recommend to the Council to hire Marilyn Place. Marilyn Place brings excellent office experience and computer skills to the position. *May we extend that offer?*

2. **Emergency Reservoir Repair:** During the recent fire event the City needed to keep both reservoirs (Oxbow and Dry Creek) full in case of emergency firefighting needs. The altitude valve on Oxbow Reservoir failed. This valve allows filling of both reservoirs even though they are at different elevations. Oxbow fills first, then the altitude valve allows us to fill Dry Creek without a loss of water at Oxbow. Because of the broken valve, we had to allow water to drain out of the Oxbow transmission line in order to fill Dry Creek. Our two pumps in the well field were both pumping to fill Dry Creek while spilling water at Oxbow. We lost a lot of water. Given the emergency, I authorized Sheldon to order the parts and make the repairs so we could stop losing water and taxing the pumps. We estimated the repairs at about \$13,000. *May I have your permission to pay for the emergency repair?*

3. **Eagle Creek Electrical Line Emergency Repair:** The Eagle Creek Fire burned the power poles and line leading from Acton Substation to the Eagle Creek Fish Hatchery. Our crews were not able to actually inspect the poles until last Friday. We will have to replace the poles over the I-84 tunnel after the slope is deemed safe by ODOT and the Forest Service. We have hired a contractor to repair the line who will work with our crew to help keep the cost down. A preliminary estimate is under \$10,000. *May I have your permission to pay for the emergency repair?*

4. **Water Payments During Eagle Creek Fire:** When staff reopened the City Hall office on Monday, September 11, we met to determine how to handle the monthly water bills. We decided on the following guidelines:

EXHIBIT B 09/25/17
TO MINUTES OF 09/25/17
City Council MEETING

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

- a.** No late payments will be charged for the next monthly billing. Because our customers may not have been able to pay their monthly bill, the City will allow a one month grace period for late payments.
- b.** For customers who put sprinklers on their roofs, turned the water on, and then evacuated, they will need to contact the City when they receive their bill in October. If the customer feels his bill is excessive because of that circumstance, we will compare the current water bill with last year's bill for the same time period. The customer will pay the lesser of those two amounts.
- c.** Since we are still in the irrigation season for watering of gardens, the monthly sewer bill will not change. Customers will not be charged for usage that would have doubled the sewer bill.

To address any unsubstantiated rumors, the City did not block water service to any customer during the fire emergency. The City did, however, turn off sprinklers that had been turned on before the customer evacuated. That water was needed in our reservoirs for the actual firefighting effort.

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

Gordon Zimmerman
Cascade Locks City Administrator

BLANKET VOUCHER APPROVAL

PAGE NO.

1

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DEPARTMENT: CITY OF CASCADE LOCKS
COVER SHEET AND SUMMARY

=====

DATE:	DESCRIPTION:	AMOUNT:
9/29/2017	PR	\$ 52,408.45
9/29/2017	AP	\$ 88,137.73

GRAND TOTAL \$ 140,546.18

=====

APPROVAL:

Mayor

Report Criteria:

Report type: GL detail

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
8682	09/17	09/29/2017	6945	111875	4COM, Inc.	programming	4140562740	150.61
Total 8682:								
8683	09/17	09/29/2017	200	X09192017	AT&T MOBILITY	Electric Department Phone	5140562050	150.61
Total 8683:								
8684	09/17	09/29/2017	7034	0927217	Bernadette Murray-Macioce	Tourism Staff Support	0840562110	75.95
Total 8684:								
8685	09/17	09/29/2017	4910	091917	Bernie Heuker	Refund Deposit	5121130	1,178.00
Total 8685:								
8686	09/17	09/29/2017	610	703584	CASCADE COLUMBIA DISTRIBUTION	Chlorine	2140562650	273.80
Total 8686:								
8687	09/17	09/29/2017	790	313401451 9	CENTURYLINK	Treatment Plant	3140562050	119.50
8687	09/17	09/29/2017	790	313470082 9	CENTURYLINK	City Hall Phones	0140162050	385.09
8687	09/17	09/29/2017	790	313785538 9	CENTURYLINK	telemetry	2140562050	130.65
8687	09/17	09/29/2017	790	313785538 9	CENTURYLINK	telemetry	3140562050	130.64
8687	09/17	09/29/2017	790	313891134 9	CENTURYLINK	Emergency After Hours	5140562050	62.00
8687	09/17	09/29/2017	790	313891134 9	CENTURYLINK	Emergency After Hours	5140662050	15.50
8687	09/17	09/29/2017	790	314228414 9	CENTURYLINK	Lift Station	3140562050	103.24
8687	09/17	09/29/2017	790	320153997 9	CENTURYLINK	well house dialer	2140562050	10.64
Total 8687:								
8688	09/17	09/29/2017	940	SEPT 2017	CITY OF SPRINGFIELD	Ambulance Billing Service	0540562111	957.26
Total 8688:								
8689	09/17	09/29/2017	1120	B181636	COLUMBIA HARDWARE, LLC	LED light, compression parts	2140562560	54.15

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 8689:								54.15
8690	09/17	09/29/2017	1530	SEPTEMBE	DISH NETWORK	Programming	4140562740	400.03
Total 8690:								400.03
8691	09/17	09/29/2017	1640	11057	ELMER'S FLAG AND BANNER	us flags	0140462520	154.70
Total 8691:								154.70
8692	09/17	09/29/2017	7021	I-1552778	Gorge Networks	Internet Service	0140162082	201.79
Total 8692:								201.79
8693	09/17	09/29/2017	2420	9263	HOOD RIVER CO. - FINANCE	September Deputy Service	0141962250	7,600.00
8693	09/17	09/29/2017	2420	DL SEPTEIM	HOOD RIVER CO. - FINANCE	Dog License	0121011	5.00
8693	09/17	09/29/2017	2420	DL SEPTEIM	HOOD RIVER CO. - FINANCE	Dog License	0130143280	.50
Total 8693:								7,604.50
8694	09/17	09/29/2017	2530	9438000	HOOD RIVER GARBAGE SVC.	dump trash at transfer station	0140462641	50.77
Total 8694:								50.77
8695	09/17	09/29/2017	3110	13424	LOCAL GOVERNMENT	skills testing for dept. recorder	0140162870	105.00
Total 8695:								105.00
8696	09/17	09/29/2017	7030	1240-1145	Nexstar Broadcasting, Inc.	programming	4140562740	224.48
Total 8696:								224.48
8697	09/17	09/29/2017	4290	FALL 2017	OMEU	Fall Conference Registration	5140562020	152.00
8697	09/17	09/29/2017	4290	FALL 2017	OMEU	Fail 2017	5140662020	38.00
Total 8697:								190.00
8698	09/17	09/29/2017	4640	SEPTEMBE	PITNEY BOWES INC	Postage	0140162055	150.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 8698:								
8699	09/17	09/29/2017	6780	23464554	Ricoh Americas Corporation	Lease	0140162120	150.00
Total 8699:								
8700	09/17	09/29/2017	5510	8046376186	STAPLES CONTRACT & COMMERCIA	stamps	0140162010	53.34
8700	09/17	09/29/2017	5510	8046481400	STAPLES CONTRACT & COMMERCIA	office supplies, toners, paper	0140162010	143.63
Total 8700:								
8701	09/17	09/29/2017	6969	1237-1012	TEGNA	Programming	4140562740	196.97
Total 8701:								
8702	09/17	09/29/2017	6834	091417	Teresa Hovland	Refund gym rental	0130143501	30.00
Total 8702:								
8703	09/17	09/29/2017	6070	015980	TWGW, INC NAPA AUTO PARTS	Wiper Blades	5140562201	31.12
8703	09/17	09/29/2017	6070	016563	TWGW, INC NAPA AUTO PARTS	batteries, core deposit	2140562441	487.66
8703	09/17	09/29/2017	6070	017699	TWGW, INC NAPA AUTO PARTS	battery	2140562441	108.00
8703	09/17	09/29/2017	6070	017775	TWGW, INC NAPA AUTO PARTS	shop towels, hose	2140562150	20.26
Total 8703:								
8704	09/17	09/29/2017	6110	092917	U.S. POSTAL SERVICE	UB Postage	0140162055	411.04
8704	09/17	09/29/2017	6110	92017 9/17	U.S. POSTAL SERVICE	Annual Permit Fee	0140162055	296.72
Total 8704:								
8705	09/17	09/29/2017	6937	339772535	US Bank Equipment Finance	Contract Payment	5140566001	521.72
8705	09/17	09/29/2017	6937	339772535	US Bank Equipment Finance	Contract Payment	5140566002	1,214.10
Total 8705:								
8706	09/17	09/29/2017	6690	091817	WOOSLEY, KATHY	Reimburse Mileage	0140162020	1,293.61
8706	09/17	09/29/2017	6690	092917	WOOSLEY, KATHY	OAMR Conference 9/19-9/23/17	0140162020	28.36
Total 8706:								

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 8706:								241.80
8707	09/17	09/29/2017	7040	114	Yates Line Construction Company	Eagle Creek Fire, Poles, line on top of To	5645163941	7,280.69
Total 8707:								7,280.69
9291701	09/17	09/29/2017	6080	AUGUST 20	U S BANK	Bank Fees	0140162110	358.48 M
Total 9291701:								358.48
9291702	09/17	09/29/2017	440	AUG17-PWR	BPA	August Power Bill	5140562820	49,599.00 M
9291702	09/17	09/29/2017	440	AUG17-PWR	BPA	August Power Bill	5140662820	7,650.00 M
Total 9291702:								57,249.00
9291703	09/17	09/29/2017	440	AUG17-TRN	BPA	August Transmission Bill	5140562821	6,562.00 M
9291703	09/17	09/29/2017	440	AUG17-TRN	BPA	August Transmission Bill	5140662821	1,012.00 M
Total 9291703:								7,574.00
Grand Totals:								88,137.73

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-21010	.50	10,180.34-	10,179.84-
01-21011	5.00	.00	5.00
01-301-43280	.00	.50-	.50-
01-301-43501	30.00	.00	30.00
01-401-62010	196.97	.00	196.97
01-401-62020	241.80	.00	241.80
01-401-62050	385.09	.00	385.09
01-401-62055	671.72	.00	671.72
01-401-62082	201.79	.00	201.79
01-401-62110	358.48	.00	358.48
01-401-62120	179.02	.00	179.02
01-401-62870	105.00	.00	105.00
01-404-62520	154.70	.00	154.70
01-404-62641	50.77	.00	50.77
01-419-62250	7,600.00	.00	7,600.00
05-21010	.00	560.00-	560.00-
05-405-62111	560.00	.00	560.00
08-21010	.00	1,178.00-	1,178.00-
08-405-62110	1,178.00	.00	1,178.00
21-21010	108.00	863.36-	755.36-
21-405-62050	141.29	.00	141.29
21-405-62150	20.26	.00	20.26
21-405-62441	467.66	108.00-	359.66
21-405-62560	54.15	.00	54.15
21-405-62650	180.00	.00	180.00
31-21010	.00	353.38-	353.38-
31-405-62050	353.38	.00	353.38
41-21010	.00	1,065.48-	1,065.48-
41-405-62740	1,065.48	.00	1,065.48
51-21010	.00	66,764.98-	66,764.98-
51-21130	273.80	.00	273.80
51-405-62020	152.00	.00	152.00
51-405-62050	137.95	.00	137.95
51-405-62201	31.12	.00	31.12
51-405-62820	49,599.00	.00	49,599.00
51-405-62821	6,562.00	.00	6,562.00
51-405-66001	1,214.10	.00	1,214.10
51-405-66002	79.51	.00	79.51

GL Account	Debit	Credit	Proof
51-406-62020	38.00	.00	38.00
51-406-62050	15.50	.00	15.50
51-406-62820	7,650.00	.00	7,650.00
51-406-62821	1,012.00	.00	1,012.00
56-21010	.00	7,280.69	7,280.69
56-451-63941	7,280.69	.00	7,280.69
Grand Totals:	88,354.73	88,354.73	.00

Report Criteria:

Report type: GL detail

AGENDA ITEM NO: _____

CASCADE LOCKS STAFF REPORT

Date Prepared: October 3, 2017

For City Council Meeting on: October 9, 2017

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approve Resolution No. 1383 OBDD Corrosion Control Contract

SYNOPSIS: Please find documentation from the Oregon Business Development Department including a Resolution authorizing a loan from the Safe Drinking Water Revolving Loan Fund that will fund the necessary work to incorporate the corrosion control processing in our water distribution system required by the Oregon Health Authority. The loan is for \$775,000 of which \$495,000 is eligible for principle forgiveness if the contract conditions are met. The interest rate is 1% if those conditions are met and 2.15% if the conditions are not met.

If the principle forgiveness and low interest rate are applicable, the expected adjustment in water rates would be an increase of \$2.00 per account in order to pay the \$16,250 annual payment. (If the conditions aren't met, the annual payment of \$62,000 would increase each utility account just over \$6.00 each.)

The main condition to be met is that our water rate for a 7,500 gallon per month user must be at least \$41.67. Our current rate for 7,500 gallons is \$30.13. When we adjust that rate for the Water System Improvement Project by the estimated \$25 per user per month, the total bill would be \$57.13 including the \$2.00 per month for the corrosion control program. This meets the condition.

CITY COUNCIL OPTIONS: Approve or reject Resolution No. 1383.

RECOMMENDED MOTION: "I move to approve Resolution No. 1383 authorizing a loan from the Safe Drinking Water Revolving Loan Fund at 1% for 30 years for the amount of \$280,000 after the principle forgiveness is applied."

RESOLUTION NO. 1383

**A RESOLUTION OF THE CITY OF CASCADE LOCKS
AUTHORIZING A LOAN FROM THE SAFE DRINKING WATER REVOLVING LOAN FUND
BY ENTERING INTO A FINANCING CONTRACT
WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY**

The City Council of the City of Cascade Locks (the "Recipient") finds:

A. The Recipient is a community water system as defined in Oregon Administrative Rule 123-049-0010.

B. The Safe Drinking Water Act Amendments of 1996, Pub.L. 104-182, as amended (the "Act"), authorize any community or nonprofit non-community water system to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department ("OBDD") to obtain financial assistance from the Safe Drinking Water Revolving Loan Fund.

C. The Recipient has filed an application with the OBDD to obtain financial assistance for a "safe drinking water project" within the meaning of the Act, and the OBDD has approved the Recipient's application for financial assistance.

D. The Recipient is required, as a prerequisite to the receipt of financial assistance from the OBDD, to enter into a Financing Contract with the OBDD, number S18002, substantially in the form attached hereto as Exhibit 1. The project is described in Exhibit C to that Financing Contract (the "Project").

E. Notice relating to the Recipient's consideration of the adoption of this Resolution was published in full accordance with the Recipient's charter and laws for public notification.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the Recipient as follows:

1. Financing Loan Authorized. The Governing Body authorizes the City Administrator to execute the Financing Contract and the Promissory Note (the "Financing Documents") and such other documents as may be required to obtain financial assistance including a loan from the OBDD on the condition that the principal amount of the loan from the OBDD to the Recipient is not more than \$775,000 (with \$495,000 eligible for principal forgiveness if contract conditions are met) and the interest rate is not more than 1% if contract conditions are met (and 2.15% if not met). The proceeds of the loan from the OBDD must be applied solely to the "Costs of the Project" as such term is defined in the Financing Contract.

2. Sources of Repayment. Amounts payable by the Recipient are payable from the sources described in Section 4 of the Financing Contract and the Oregon Revised Statutes Section 285A.213(5) which include:

- (a) Revenue from Recipient's water system, including special assessment revenue;
- (b) Amounts withheld under subsection 285A.213(6);
- (c) The general fund of the Recipient;
- (d) Any combination of sources listed in paragraphs (a) to (c) of this subsection; or
- (e) Any other source.

3. Additional Documents. The City Administrator is hereby authorized to enter into any agreements and to execute any documents or certificates which may be required to obtain financial assistance from the OBDD for the Project pursuant to the Financing Documents.

4. Tax-Exempt Status. The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The City Administrator of the Recipient may enter into covenants on behalf of the Recipient to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as may be required by the OBDD or their bond counsel to protect the tax-exempt status of such interest.

ADOPTED by the City Council this 9th day of October, 2017.

APPROVED by the Mayor this 9th day of October, 2017.

Tom Cramblett, Mayor

ATTEST:

Kathy Woosley, City Recorder

Recipient: City of Cascade Locks

Project Number: S18002

CHECKLIST OF CONTRACT DOCUMENTS AND INSTRUCTIONS

Please use the following checklist to ensure that all documents have been completed, and return all contract documents as soon as feasible, but not later than 60 days.

1. **Contract** signed and dated by the authorized official. Please return signature page only. (The authorized official must also sign Exhibit F, which is a Certification Regarding Lobbying.)
2. **Signature Card** with certification by the authorized official. Please return the complete document.
3. **Deposit Option Notification** form. Please return the complete form. If you choose to have funds electronically deposited in a financial institution (and not the Local Government Investment Pool), please follow the provided link and send a **Direct Deposit Authorization** form (SFMS ACH-1) to the Oregon Department of Administrative Services.
4. **Ordinance or Resolution or Order**. Please return the complete document.
5. **Opinion of Legal Counsel**. Please return the complete document.

Please let your Regional Project Manager know how you would like to receive the final contract documents, once signed by the Oregon Business Development Department.

Document provided for your future use:

Disbursement Request Form. This form is provided in Excel format for you to fill out and submit to your Regional Project Manager as needed once your project is underway.

Later in your project, your Regional Project Manager will provide any necessary report forms.

SAFE DRINKING WATER REVOLVING LOAN FUND
FINANCING CONTRACT

Project Name: Corrosion Control Treatment Project

Project Number: S18002

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority of the Oregon Business Development Department ("OBDD"), and the City of Cascade Locks ("Recipient") for financing of the project referred to above and described in Exhibit C ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Security
Exhibit C	Project Description
Exhibit D	Project Budget
Exhibit E	Information Required by 2 CFR § 200.331(a)(1)
Exhibit F	Certification Regarding Lobbying

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$855,000.

"Forgivable Loan Amount" means \$495,000.

"Section 2A. Loan Amount" means \$280,000.

"Interest Rate" means 1.00% per annum.

"Maturity Date" means the 29th anniversary of the Repayment Commencement Date.

"Payment Date" means December 1.

"Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means 36 months after the date of this Contract.

"Repayment Commencement Date" means the first Payment Date to occur after the Project Closeout Deadline.

SECTION 2 - FINANCIAL ASSISTANCE

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project specified below:

- A. A non-revolving loan in an aggregate principal amount not to exceed the Section 2.A. Loan Amount.
- B. A non-revolving loan in an aggregate principal amount not to exceed the Forgivable Loan Amount.

“Loan” means, collectively and individually without distinction, as the context requires, the loans described in this section 2.

Notwithstanding the above, the aggregate total of Financing Proceeds disbursed under this Contract shall not exceed the Costs of the Project. If the Project is completed for less than the amount of the Estimated Project Cost, the availability under the Section 2.A. Loan will be reduced accordingly.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds shall be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. The OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates on the Project Closeout Deadline.
- C. Payment to Contractors. The OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.
- D. Order of Disbursement. Recipient authorizes OBDD to determine whether disbursements will be drawn from the Section 2.A Loan Amount or the Forgivable Loan Amount, and record the date and amount of each such disbursement. Absent manifest error, such notations will be conclusive evidence for determining accrual of interest on the principal balance of the Loan and the remaining Section 2.A Loan Amount and Forgivable Loan Amount available for disbursement.

SECTION 4 - LOAN PAYMENT; PREPAYMENT; FORGIVENESS

- A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. Interest. Interest accrues at the Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid. All unpaid interest accrued to the Repayment Commencement Date is (in addition to the first regular installment payment due) payable on the Repayment Commencement Date.

Interest is computed by counting the actual days occurring in a 360-day year. The Recipient authorizes OBDD to calculate accrued interest as necessary under this Contract, including for purposes of determining a loan amortization schedule or determining the amount of a loan prepayment or loan payoff. Absent manifest error, such calculations will be conclusive.

- C. Loan Payments. Starting on the Repayment Commencement Date and then on each succeeding Payment Date, Recipient shall make level installment payments of principal and interest, each payment sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date, on which date the entire outstanding balance of the Loan is due and payable in full.
- D. Loan Prepayments.
- (1) Mandatory Prepayment. The Recipient shall prepay all or part of the outstanding balance of the Loan as required by this Contract.
 - (2) Optional Prepayment. The Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.
- E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.
- F. Forgiveness. Subject to satisfaction by Recipient of any special conditions in Exhibit C, if Recipient completes the Project by the Project Completion Deadline in accordance with the terms of this Contract, and provided that no Event of Default has occurred, OBDD shall, 90 days after the Project Completion Date, forgive repayment of the Forgivable Loan Amount and any interest accrued thereon and cancel the Forgivable Loan. The Forgivable Loan Amount and any interest forgiven remain subject to the requirements of OAR 123-049-0050, which survive payment of the Loan.

Notwithstanding the preceding paragraph, if, at the Project Completion Date, the average monthly residential water rates for the water supplied by the System are not at or above the affordability rate of \$41.67 per 7,500 gallons, then \$232,500 of the amount due under the Forgivable Loan will not be forgiven. Further, the Section 2.A. Loan and the Forgivable Loan will, at OBDD's discretion and after notice to Recipient, be modified as follows:

- (1) Interest accrues from the Project Completion Date at the rate of 2.15% per annum.
- (2) The annual payments will be adjusted to an amount to fully amortize the then outstanding balance of each Loan by the 19th anniversary of the Repayment Commencement Date, on which date any amounts outstanding under each Loan will be due and payable in full.

The above-described modification will be effective without the necessity of executing any further documents. However, at OBDD's request, Recipient shall execute and deliver to OBDD such additional agreements, instruments and documents as OBDD deems necessary to reflect such modification, including but not limited to an amendment to the Contract.

SECTION 5 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract, the Note and the other Financing Documents.
 - (3) An opinion of Recipient's Counsel.
 - (4) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) Recipient delivers to OBDD an estimated schedule for Disbursement Requests for Project design, covering anticipated number, submission dates, and amounts. Prior to beginning construction, Recipient must also deliver to OBDD an estimated schedule for Disbursement Requests for construction, covering anticipated number, submission dates, and amounts.
 - (5) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (6) The Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 6 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit C.

- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project, whether from OBDD or from another State of Oregon agency or any third party.

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded. The Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
- (1) The Recipient (a) is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
 - (3) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
 - (4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.
- E. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

SECTION 8 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, the Project and the operation of the System of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 - (2) State labor standards and wage rates found in ORS chapter 279C, and federal prevailing wage provisions in accordance with the federal Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 to 3144, 3146 and 3147 (2002).
 - (3) The Recipient is required to place a sign at construction sites supported under this Loan displaying the U.S. Environmental Protection Agency (“EPA”) logo in a manner that informs the public that the Project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period. Recipient is required to comply with EPA signage requirements at: [http://www2.epa.gov/sites/production/files/2015-01/documents/signage_required tc.pdf](http://www2.epa.gov/sites/production/files/2015-01/documents/signage_required_tc.pdf)
 - (4) SAFE DRINKING WATER IN OREGON: Program Guidelines & Applicant’s Handbook for the Federally Funded Safe Drinking Water Revolving Fund & Drinking Water Protection Loan Fund (April 2017) as amended from time to time (“Safe Drinking Water Handbook”), including but not limited to the Federal Crosscutting Requirements described in the Safe Drinking Water Handbook.
 - (5) Lobbying. The Recipient acknowledges and agrees that the Costs of the Project will not include any Lobbying costs or expenses incurred by Recipient or any person on behalf of Recipient, and that Recipient will comply with federal restrictions on lobbying at 40 C.F.R. Part 34 and will not request payment or reimbursement for Lobbying costs and expenses. “Lobbying” means influencing or attempting to influence a member, officer or employee of a governmental agency or

legislature in connection with the awarding of a government contract, the making of a government grant or loan or the entering into of a cooperative agreement with such governmental entity or the extension, continuation, renewal, amendment or modification of any of the above. The Recipient shall submit to OBDD a Certification Regarding Lobbying, the form of which is attached as Exhibit F, and any applicable quarterly disclosure statement of covered lobbying activity. The Recipient will cause any entity, firm or person receiving a contract or subcontract utilizing Loan proceeds in excess of \$100,000 to complete the same certification and any applicable disclosure statement, and submit them to Recipient. The Recipient shall retain such certifications and make them available for inspection and audit by OBDD, the federal government or their representatives. The Recipient shall forward any disclosure statements to OBDD.

- (6) Federal Audit Requirements. The Loan is federal financial assistance, and the Catalog of Federal Domestic Assistance ("CFDA") number and title is "66.468, Capitalization Grants for Drinking Water State Revolving Funds." Recipient is a sub-recipient.

(a) If Recipient receives federal funds in excess of \$750,000 in the Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OBDD a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OBDD the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.

(b) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.

(c) Recipient shall save, protect and hold harmless OBDD from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.

- (7) Disadvantaged Business Enterprises. The Recipient will implement the good faith efforts for solicitation and contracting with Disadvantaged Business Enterprises ("DBE") described in the Safe Drinking Water Handbook. This applies to all solicitation and contracting for construction, equipment, supplies, engineering or other services that constitute the Project financed by this Contract. The Recipient will maintain documentation in a Project file and submit the required forms, as described in the Safe Drinking Water Handbook. The Recipient will ensure that all prime contractors implement the good faith efforts for solicitation and contracting, and comply with all DBE procurement forms, statements, and reporting requirements. The Recipient agrees to apply the current regional fair share objectives.

The Recipient will ensure that each procurement contract includes the following term and condition:

"The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."

- (8) Property Standards. Recipient shall comply with 2 CFR 200.313 which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- (9) Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II are obligations of Recipient, as applicable, and must be included, as applicable, by Recipient in its contracts related to the Project.
- (10) Iron and Steel Products. Pursuant to the 2016 Consolidated Appropriations Act (P.L. 114-113), none of the Financing Proceeds may be used for any part of the Project unless all of the iron and steel products used in the project are produced in the United States. "Iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- (11) Incorporation by Reference. The above state and federal laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. The Recipient shall:

- (1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
- (2) Provide OBDD with copies of all plans and specifications relating to the Project, and a timeline for the construction bidding/award process, at least ten (10) days before advertising for bids.
- (3) Provide a copy of the bid tabulation and notice of award to OBDD within ten (10) days after selecting a construction contractor.
- (4) Complete an environmental review in accordance with the state environmental review process and in compliance with state and federal environmental laws prior to any construction work on the Project.
- (5) Permit OBDD to conduct field engineering and inspection of the Project at any time.
- (6) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (7) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
- (8) No later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD, including Recipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, OBDD will be the final judge of the Project's completion.
- (9) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.
- (10) Meters. Prior to final disbursement of the Loan, Recipient shall,
 - (i) In the case of construction projects, install necessary source meters and service meters on all connections throughout the System.
 - (ii) In the case of planning, preliminary engineering and final design and specification projects, adopt a plan for the installation of necessary source meters and service meters on all connections throughout the System.

- D. Ownership of Project. During the term of the Loan, the Project is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient. Any such management contract or operating agreement will be structured as a “qualified management contract” as described in IRS Revenue Procedure 97-13, as amended or supplemented.
- E. Operation and Maintenance of the Project. The Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.
- F. Insurance, Damage. The Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from exerting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD and applied to prepay the outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.
- G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit C, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days’ prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient’s obligations under the Financing Documents and payment of OBDD’s costs related to such assumption, and receipt by OBDD of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any Lottery Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term “Bond Counsel” means a law firm determined by OBDD to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, prepay the entire outstanding balance on the Loan in accordance with section 4.D.(1) unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan immediately upon demand by OBDD.
- H. Condemnation Proceeds. If the Project or any portion is condemned, any condemnation proceeds will be paid to OBDD and applied to prepay the outstanding balance of the Loan in accordance with section 4.D.(1).
- I. Financial Records. The Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. The Recipient shall have these records

audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.

- J. Inspections; Information. The Recipient shall permit OBDD, and any party designated by OBDD, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.
- K. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- L. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- M. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. The Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- N. Notice of Default. The Recipient shall give OBDD prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- O. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- P. Further Assurances. The Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.

Q. Exclusion of Interest from Federal Gross Income and Compliance with Code.

- (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
- (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be "disproportionate related business use" or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.
- (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.
- (4) The Recipient shall not cause any Lottery Bonds to be treated as "federally guaranteed" for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as "federally guaranteed" if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
- (5) The Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. The Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon OBDD's request, Recipient shall furnish written information regarding its investments and use of the Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.

- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the payment of the Loan and the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Loan.

SECTION 9 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. The Recipient fails to make any Loan payment when due.
- B. The Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.
- C. Any false or misleading representation is made by or on behalf of Recipient, in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project or in regard to compliance with the requirements of section 103 and sections 141 through 150 of the Code.
- D.
 - (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
 - (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
 - (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
 - (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
 - (5) The Recipient takes any action for the purpose of effecting any of the above.
- E. The Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.
- F. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
- (1) Terminating OBDD's commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.
 - (2) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
 - (3) Barring Recipient from applying for future awards.
 - (4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, pursuant to ORS 285A.213(6) and OAR 123-049-0040.
 - (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
 - (6) Exercising any remedy listed in OAR 123-049-0040.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; next, to pay interest due on the Loan; next, to pay principal due on the Loan, and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents shall preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 9 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 11 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.

- (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
- (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:

- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices. All notices to be given under this Contract or any other Financing Document must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to OBDD: Assistant Director, Economic Development
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem OR 97301-1280

If to Recipient: City Administrator
City of Cascade Locks
PO Box 308
Cascade Locks OR 97014-0308

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees

cannot exceed the rate charged to OBDD by its attorneys. The Recipient shall, on demand, pay to OBDD reasonable expenses incurred by OBDD in the collection of Loan payments.

- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- J. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through the
Oregon Business Development Department



CITY OF CASCADE LOCKS

By: _____
Chris Cummings, Assistant Director
Economic Development

By: _____
The Honorable Tom Cramblett
Mayor of Cascade Locks

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ David Elott as per email dated 11 September 2017
David Elott, Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means the Safe Drinking Water Act Amendments of 1996, Public Law 104-182, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 8 Aug 2017.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Financing Documents” means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with OBDD’s financing of the Project.

“Financing Proceeds” means the proceeds of the Section 2.A. Loan and the Forgivable Loan.

“Forgivable Loan” means the forgivable Loan described in section 2.B.

“Section 2.A. Loan” means the Loan described in section 2.A. of this Contract.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon, payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan.

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

“System” means Recipient’s drinking water system, which includes the Project or components of the Project, as it may be modified or expanded from time to time.

EXHIBIT B - SECURITY

- A. Full Faith and Credit Pledge. The Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. This Contract is payable from and secured by all lawfully available funds of Recipient.
- B. Pledge of Net Revenues of the System
- (1) All payment obligations under this Contract and the other Financing Documents are payable from the revenues of Recipient's System after payment of operation and maintenance costs of the System ("Net Revenues"). The Recipient irrevocably pledges and grants to OBDD a security interest in the Net Revenues to pay all of its obligations under this Contract and the other Financing Documents. The Net Revenues pledged pursuant to the preceding sentence and received by Recipient will immediately be subject to the lien of this pledge without physical delivery, filing or any other act, and the lien of this pledge is superior to and has priority over all other claims and liens, except as provided in subsections 2 and 3 of this section B, to the fullest extent permitted by ORS 287A.310. The Recipient represents and warrants that this pledge of Net Revenues complies with, and is valid and binding from the date of this Contract as described in, ORS 287A.310. The lien of the pledge made under this subsection 1 is hereinafter referred to as the "OBDD Lien".
 - (2) There are no existing obligations, and Recipient shall not incur any future obligation, payable from or secured by a lien on and pledge of the Net Revenues that is on parity or superior to the OBDD Lien, without the prior written consent of OBDD.
 - (3) Notwithstanding the requirements of subsection 2 of this section B, loans previously made and loans made in the future by OBDD to Recipient that are secured by the Net Revenues may have a lien on such Net Revenues on parity with the OBDD Lien; provided that nothing in this paragraph will adversely affect the priority of any of OBDD's liens on such Net Revenues in relation to the lien(s) of any third party(ies).
 - (4) The Recipient shall charge rates and fees in connection with the operation of the System which, when combined with other gross revenues, are adequate to generate Net Revenues each fiscal year at least equal to 120% of the annual debt service due in the fiscal year on the Loan and any outstanding obligation payable from or secured by a lien on and pledge of Net Revenues that is superior to or on parity with the OBDD Lien.
 - (5) The Recipient may establish a debt service reserve fund to secure repayment of obligations that are payable from or secured by a lien on and pledge of Net Revenues that is on parity with the OBDD Lien, provided that no deposit of the Net Revenues of the System into the debt service reserve fund is permitted until provision is made for the payment of all debt service on the Loan and any other obligations payable from or secured by a lien on and pledge of Net Revenues that is superior to or on parity with the OBDD Lien (including any obligations described in subsection 3 above) for the 12-month period after such deposit.

EXHIBIT C - PROJECT DESCRIPTION

The Recipient shall, with the assistance of a professional engineer licensed in Oregon, design and build a treatment station at its existing well field to introduce potash and soda ash to the water supply to raise the pH and improve the buffering capacity of the system. The Recipient will also drill a third well to improve the overall system.

In the subject area of technical capacity, the Recipient shall collect 20 lead and copper tap samples from approved sites, before December 31, 2017, and submit results to Oregon Health Authority Drinking Water Services program (DWS) by January 10, 2018.

In the subject area of managerial capacity, the Recipient shall complete its 2016 cross connection annual summary report and submit it to DWS before December 31, 2017.

EXHIBIT D - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Design / Engineering	\$30,000	\$80,000
Treatment	125,000	0
Water Source	275,000	0
Labor Standards Compliance	15,000	0
Project Management	15,000	0
Mobilization / Contingency	315,000	0
Total	\$775,000	\$80,000

EXHIBIT E - INFORMATION REQUIRED BY 2 CFR § 200.331(A)(1)

Federal Award Identification:

- (i) Subrecipient* name (which must match registered name in DUNS): CASCADE LOCKS, CITY OF
- (ii) Subrecipient's DUNS number: 08-196-5592
- (iii) Federal Award Identification Number (FAIN): 98009016
- (iv) Federal Award Date: 7 Sep 2016
- (v) Sub-award Period of Performance Start and End Date: 36 months from Contract execution
- (vi) Total Amount of Federal Funds Obligated by this Contract: \$775,000
- (vii) Total Amount of Federal Funds Obligated by this initial Contract and any amendments: \$775,000
- (viii) Total Amount of Federal Award to the pass-through entity: \$15,356,916
- (ix) Federal award project description: Oregon's Drinking Water State Revolving Fund: This grant increases the capacity of Oregon to ensure that its public water systems continue to provide safe drinking water. This is done by (1) continuing loan financing to public water systems and support for newly proposed priority projects, (2) providing grant support for covering administrative expenses, small public water system technical assistance, State program management and local assistance, and (3) continuation of the loan fund to finance source water protection project initiatives, including acquiring conservation easements.
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Environmental Protection Agency
 - (b) Name of pass-through entity: Oregon Business Development Department
 - (c) Contact information for awarding official of the pass-through entity: Ed Tabor, Program Services Manager, 503-949-3523
- (xi) CFDA Number and Name: 66.468 Safe Drinking Water State Revolving Fund
Amount: \$775,000
- (xii) Is Award R&D? No
- (xiii) Indirect cost rate for the Federal award: N/A

*For the purposes of this Exhibit E, "Subrecipient" refers to Recipient and "pass-through entity" refers to OBDD.

EXHIBIT F - CERTIFICATION REGARDING LOBBYING

(Awards in excess of \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____

Title _____

Date _____

Authorized Signature Card for Cash Payments on Oregon Business Development Department Awards

Recipient City of Cascade Locks		Project Number S18002
Signatures of Delegated Authorized Individuals to Request Payments (Two signatures are required to request disbursement of funds)		
_____ Typed Name and Title (1) a _____ Signature (Highest Elected Official must <u>not</u> sign here)	_____ Typed Name and Title (1) b _____ Signature (Highest Elected Official must <u>not</u> sign here)	
Additional Signatures (if desired)		
_____ Typed Name and Title (1) c _____ Signature (Highest Elected Official must <u>not</u> sign here)	_____ Typed Name and Title (1) d _____ Signature (Highest Elected Official must <u>not</u> sign here)	
I certify that the signatures above are of the individuals authorized to draw funds for the cited project. _____ Typed Name, Title and Date (2) _____ Signature of Highest Elected Official or duly authorized official for the Recipient (Must <u>not</u> be listed in item (1) a through (1) d above)	Agency Use Only: Date Received: 	

Oregon Business Development Department/Authorized Signature Card

Preparation of the Authorized Signature Card Form: If a mistake is made, or a change is necessary during the preparation of the signature card form, please prepare a new form, since erasures or corrections of any kind will not be acceptable. If you want to change individuals authorized to draw funds from the project, then please submit a new signature card. Any updated signature card will replace the previous one, so please be sure to include the names of all authorized individuals.

Item # Explanation

- (1) a-d Type the names and titles, and provide the signatures of the officials of your organization who are authorized to make draws on project funds. (Note: **Two** signatures are required. We recommend showing three or four signatures to allow adequate signature coverage.)
- (2) Enter the typed name, title, date and signature of the Highest Elected Official, or other official duly authorized by the governing body of the Recipient, certifying the authenticity of the signatures of individuals listed in Item (1) a through (1) d. The person signing here **must not be listed in Item (1) a through d.**
- (3) Leave blank—Oregon Business Development Department will sign here.

Complete one form and return it to: Oregon Business Development Department
 775 SUMMER ST NE STE 200
 SALEM OR 97301-1280

DEPOSIT OPTION NOTIFICATION

Complete and return this form to

Oregon Business Development Department

775 SUMMER ST NE STE 200

SALEM OR 97301-1280

City of Cascade Locks

93-6002134

Recipient

Federal Tax ID Number

Corrosion Control Treatment Project

S18002

Project Name

Project Number

I (we), the undersigned do hereby authorize the Oregon Business Development Department to: (Choose Method I or II below)

Method I - Electronic Funds Transfer (EFT)

Private Sector or Government Entities

- Use New EFT Account:** A Direct Deposit Form (SFMS ACH-1) completed by Financial Institution Representative has been forwarded to the Oregon Department of Administrative Services authorizing the Oregon State Treasury to deposit funds into the designated financial account by way of the Automated Clearing House Services (ACH) of the Federal Reserve Banking System.

Requires an SFMS ACH-1 form to be marked CONFIDENTIAL and mailed to:

Oregon Department of Administrative Services
SFMS Operations / ACH Coordinator
155 COTTAGE ST NE STE U60
SALEM OR 97301-3970

Get the form here: www.oregon.gov/das/Financial/AcctgSys/Documents/ACH_Enrollment_Form.pdf

- Use Existing EFT Account:** An account has already been set up for EFT deposits as required above.

Method II - Local Government Investment Pool (LGIP)

Government Entities Only

- Transfer funds to the Oregon State Treasury Local Government Investment Pool by electronic or other means.

The Oregon State Treasury is authorized to accept and deposit said funds into Local Government Investment Pool Account Number _____.

This authorization will override any previous authorization and will remain in effect until the Oregon Business Development Department has received written notification of its termination.

Type or Print Name(s) _____

Signature(s) _____

Title(s) _____

Date _____

Telephone Number _____

Fax Number _____

CASCADE LOCKS STAFF REPORT

Date Prepared: October 3, 2017

For City Council Meeting on: October 9, 2017

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approve Resolution No. 1384 Directing Expenditure of State Gas Tax Funds.

SYNOPSIS: As the City Council reviewed the budget this past year and held discussions about the various funds, one of the ideas proposed by Mayor Cramblett was to spend as much of the State Gas Tax distributed to the City of Cascade Locks for projects and repairs, not personnel. This resolution is the policy that directs the staff to increase the Street Fund support from the General Fund as much as possible to cover the costs of the personnel services in that fund.

For example, in this year's budget for the street fund we have the following estimated budget amounts:

Revenue	
Beginning Fund Balance	\$95,000
PW Permits	1,000
State Gas Tax	69,000
Miscellaneous Revenue	<u>500</u>
Total Revenue	\$165,500
Expenditures	
Personnel Services	\$55,749
Materials & Services	21,132
Capital Outlay	35,000
Interfund Transfers	10,690
Contingency	<u>42,949</u>
Total Expenditures	\$165,500

Under this resolution, staff is directed to develop a budget which transfers General Fund resources into the Street Fund so that as much of the Personnel Services costs as possible are covered. As the General Fund increases because of increase property taxes collected due to the increased housing and the increased commercial and industrial activity continues, and as other drains on the General Fund are reduced, the City Council may redirect or transfer funds from

the General Fund to cover the cost of labor. This is recommended to be a gradual process until all of the PW Street Fund personnel costs are covered by the General Fund.

By making the General Fund a larger contributor to the Street Fund, we can maximize the amount of the State Gas Tax which ends up in actual street projects.

CITY COUNCIL OPTIONS: Approve or reject Resolution No. 1384.

RECOMMENDED MOTION: "I move to approve Res. No. 1384 directing staff on the expenditure of State gas tax funds."

RESOLUTION NO. 1384

**A RESOLUTION DIRECTING STAFF ON THE
EXPENDITURE OF STATE OF OREGON GAS TAX FUNDS**

WHEREAS, the Oregon Department of Transportation (ODOT) collects the State Gas Tax;
and

WHEREAS, ODOT distributes the gas tax to Oregon cities on a per capita basis; and

WHEREAS, the funds collected are mandated to be spent for new transportation
projects and infrastructure repair; and

WHEREAS, the City Council desires that as much of the funding as possible is spent on
infrastructure and not personnel costs; and

WHEREAS, the City has supports small repair projects on the City with Public Works
personnel; and

WHEREAS, the City Council through its budget authority directs the expenditures of
funds for the City; and

WHEREAS, the future of the City's General Fund revenue will potentially increase
because of residential housing expansion and as economic development occurs;

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

SECTION 1. Intention. The City Council's intent is to maximize the amount of resources
available to the Street Department designated for projects and repairs.

SECTION 2. Direction. The City staff, as it develops the budget for each fiscal year, is to
reduce the ratio of personnel costs to material and services costs and capital project costs in
the Street Fund by transferring General Fund resources, as available, to cover the cost of
personnel required in the Street Fund;

SECTION 3. Effective Date. This resolution shall become effective upon adoption by
the City Council and approval by the Mayor.

SECTION 4. Expiration. This resolution shall remain in effect until a different direction
from the City Council is received.

ADOPTED by the City Council this 9th day of October, 2017.

APPROVED by the Mayor this 9th day of October, 2017.

Tom Cramblett, Mayor

ATTEST:

Kathy Woosley, City Recorder

AGENDA ITEM NO: _____

CASCADE LOCKS STAFF REPORT

Date Prepared: October 3, 2017

For City Council Meeting on: October 9, 2017

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approve Deed of Dedication for Herman Creek Lane

SYNOPSIS: For many years Herman Creek Lane which leads to our water well field and the wastewater plant has belong to the Port of Cascade Locks as private property. In March of 2017, the City agreed to work with the Port of Cascade Locks in a land exchange to create Atwell Street as an additional access to the 42 acre Hood River Sand and Gravel property at the end of Gravel Pit Road and to give the City property for the proposed new well at our well field. Several projects have combined to require the Port to transfer the property to the City including the need for a public rail crossing for inclusion in a railroad quiet zone and the development of the Flexible Manufacturing buildings (1-4) which are being leased to various manufacturers. The attached paperwork does two things:

1. When signed by the Mayor, the Deed of Dedication makes Herman Creek Lane a public right-of-way; and
2. When signed by the City Administrator, the Deed of Dedication Acceptance transfers the ROW into the City's responsibility.

These actions simply codify what everybody already thought, that Herman Creek Lane was a public street.

CITY COUNCIL OPTIONS: Accept or reject the deed of dedication.

RECOMMENDED MOTION: "I move to authorize the Mayor to sign the Deed of Dedication and the City Administrator to sign the Acceptance of the Deed to make Herman Creek Lane a public right-of-way."

After Recording Deliver to:

City of Cascade Locks
140 SW WaNaPa, P.O. Box 308
Cascade Locks, Oregon 97014

Map #: 2N-8E-6 TL 501

True and actual consideration: other property or value given.

DEED OF DEDICATION

CITY OF CASCADE LOCKS, a municipal corporation of the State of Oregon, Grantor, does hereby dedicate to the public, by and through the **CITY OF CASCADE LOCKS**, a municipal corporation of the State of Oregon, Grantee, real property situated in the City of Cascade Locks, County of Hood River, State of Oregon, as public right-of-way for roadway and utility purposes as described as follows:

See attached **Exhibit "A"** legal description and attached **Exhibit "B"** Dedication Map,

to have and to hold for the uses and purposes stated.

TRUE AND ACTUAL CONSIDERATION: Other property or value given.

DATED this _____ day of _____, 2017.

GRANTOR:

CITY OF CASCADE LOCKS

By: _____

Name: _____

STATE OF OREGON)
) ss.
County of Hood River)

Personally appeared _____, who, being duly sworn, did say that he is the _____ of the **City of Cascade Locks**, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council; and he acknowledged said instrument to be its voluntary act and deed.

Before Me:

Notary Public for Oregon
My Commission Expires: _____

DEED OF DEDICATION ACCEPTANCE

CITY OF CASCADE LOCKS, a municipal corporation of the state of Oregon, acting by and through its City Council, does hereby accept the foregoing dedication as public right-of-way for roadway and utility purposes pursuant to ORS 92.014.

DATED this _____ day of _____, 2017.

GRANTEE:

CITY OF CASCADE LOCKS

By: _____
Gordon Zimmerman, City Administrator

STATE OF OREGON)
) ss.
County of Hood River)

Personally appeared Gordon Zimmerman, who, being duly sworn, did say that he is the City Administrator of **City of Cascade Locks**, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council; and he acknowledged said instrument to be its voluntary act and deed.

Before Me:

Notary Public for Oregon
My Commission Expires: _____

AGENDA ITEM NO: _____

CASCADE LOCKS STAFF REPORT

Date Prepared: October 4, 2017

For City Council Meeting on: October 9, 2017

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approve Resolution No. 1385 Adopting Random Drug Policy

SYNOPSIS: On July 10, 2017, the City Council approved Resolution No. 1379 Adopting a revised Alcohol/Drug Use, Abuse, and Testing Policy. That policy referenced a random drug testing policy that was yet to be developed.

Working with Tamara Jones, CIS Insurance Pre-Loss Legal Counsel, we have developed the attached policy. This policy now brings the City into compliance with recently adopted State statute and has been approved by our random drug testing consortium administrator.

CITY COUNCIL OPTIONS: Approve or reject Resolution No. 1385.

RECOMMENDED MOTION: "I move to approve Resolution No. 1385 Adopting a Random Drug Testing Policy."

RESOLUTION No. 1385

A RESOLUTION ADOPTING A RANDOM DRUG TESTING POLICY

WHEREAS, during the last legislative session, the Oregon Legislature updated the law affecting the testing of drug levels in employees; and

WHEREAS, the City of Cascade Locks is concerned about safety in the workplace; and

WHEREAS, employees who misuse of abuse drugs or alcohol could be a danger to themselves and to others; and

WHEREAS, the City's Alcohol/Drug Abuse and Testing Policy required the City to develop a Random Drug Test Policy;

NOW, THEREFORE, THE COMMON COUNCIL FOR THE CITY OF CASCADE LOCKS, HOOD RIVER COUNTY, OREGON, RESOLVES THAT THE ATTACHED RANDOM DRUG TEST POLICY BE ADOPTED FOR INCLUSION INTO THE CITY'S PERSONNEL HANDBOOK FOR ALL EMPLOYEES;

Section 1. Random Drug Testing Policy: The attached policy is adopted for inclusion in the 2016 Personnel Handbook.

Adopted by the City Council this 9th day of October, 2017.

Approved by the Mayor this 9th day of October, 2017.

Tom Cramblett, Mayor

ATTEST:

Kathy Woosley, City Recorder

Random Drug Testing Policy

Effective October 1, 2017, the City of Cascade Locks will require employees who perform "safety sensitive" duties to undergo random drug testing. "Safety sensitive" duties include working with electric power lines, hazardous chemicals in wastewater treatment operations, operating Public Works or Electric Department power or vehicle equipment, in confined spaces such as trenches or manholes, or in emergency services. Employees who perform "safety sensitive" duties will be informed of this requirement, and their job descriptions will reflect the respective employees' performance of "safety-sensitive" duties.

Random selections for drug testing will be facilitated by computer-generated random selection or by other valid scientific methods selected by the City's drug-testing company, Bio-Med. Each employee will have an equal chance of being selected during each selection period. Bio-Med will send the City a participant list at the end of every quarter to determine whether the list of employees is current before any employee is selected by Bio-Med for random drug testing.

Once notified, an employee selected for a random drug test should immediately proceed to an approved collection site with a Test Authorization Form. Employees who intentionally delay proceeding to an approved collection site will be disciplined, up to and including termination. Employees will be paid regular wages for the time spent traveling to, at and from the approved collection site.

Testing Procedure

Once at the approved collection site, the employee will be asked to remove all outer clothing, remove everything from pockets, and to wash their hands before entering the test area. No purses or bags are allowed in the test area.

If the employee possesses a substance that is obviously intended to adulterate or substitute a specimen, a direct observation shall be immediately conducted in accordance with federal protocols. If, at any time, the employee refuses to submit to an observed collection when it is required, it will be deemed a refusal to submit. Refusal or failing to immediately report after a request will result in a presumption that the employee was incapable of passing the test and that the test results would have indicated an unacceptable level of prohibited substances. Failing to immediately report for a test will be defined as a "Refusal to Test."

Drug Test Results

A drug test will confirm if at or above the cut-off levels. The cut-off levels (expressed in nanograms per milliliter (ng/mL) are:

	<u>Screening</u>	<u>Confirmation</u>
• Marijuana	50	15
• Cocaine	150	150
• Opiates	2000	2000
o (Codeine and Morphine)		2000
o 6-acetylmorphine (6-AM)		10
∅ When specimen confirms w/morphine at 2000 ng/mL or greater		
• Phencyclidine (PCP)	25	25
• Amphetamines	500	500
• Methamphetamines	500	500

If the screening test indicates a negative result certified by the Medical Review Officer (MRO), Bio-MED will inform the City of Cascade Locks who will inform the employee.

If the test result is positive for drugs, adulterated or substituted, the MRO shall notify the employee of the verified test result. Employees who test positive for drugs will be subject to discipline, up to an including termination, pursuant to the City' Alcohol/Drug Use, Abuse, and Testing Policy adopted by Resolution 1379 on July 10, 2017.

The employee will be offered the opportunity to request that the MRO direct the split specimen be tested in a different DHHS-certified laboratory to re-confirm the presence of the drug(s), adulterant, or substitution for which a non-negative result was obtained. The MRO shall honor this request if it is made within 72 hours of the employer having been notified of a verified non-negative test result. The result on the split specimen will be transmitted back to the Bio-MED who will contact the City immediately. Employees who request a split sample to be tested at a second DHHS laboratory shall bear all costs associated with the split testing unless the test fails to confirm the non-negative test result. While waiting for the test result to be completed on the split specimen, the employee shall not be permitted to perform safety-sensitive functions and shall be placed on unpaid leave.

If the test results of the split specimen fail to reconfirm the non-negative result of the primary specimen, Bio-MED will cancel the test and report the reasons as required by 49 CFR 382. A canceled test is considered neither positive nor negative. If a split sample test fails to reconfirm the non-negative test result, the employee will be paid for the time that he/she normally would have worked during the waiting process.

If a test is cancelled due to the split sample not being available for testing, the employee is required to immediately provide another sample.

Revision: August 21, 2017

CASCADE LOCKS STAFF REPORT

Date Prepared: October 4, 2017

For City Council Meeting on: October 9, 2017

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: First Reading of Ordinance No. 445 Amending Ordinance No. 444 Noise Ordinance.

SYNOPSIS: During the summer the City Council approved a noise waiver under the old Noise Ordinance which caused the Council to question the procedure used to grant noise waivers. Working with input from the Council and with Ruben Cleaveland, City Attorney, the following procedure is recommended for addition to our Noise Ordinance No. 444.

Section 7. Permitted Exemptions.

1. An exemption may be permitted by the City Council for acts that are prohibited by this Ordinance by submitting a request to the City Recorder at least 30 days prior to the time for which the exemption is sought. The request shall state the provision for which an exemption is being sought, the period of time the exemption is to apply, the reason the exemption is sought, and any other supporting information which the City may reasonably require.
2. The City Council may consider the following in deciding whether to grant an exemption:
 - a. The nature and duration of the sound emitted;
 - b. Whether the public health, safety or welfare could be endangered;
 - c. The duration of the exemption;
 - d. The nature of the surrounding properties;
 - e. The benefit to the community; and
 - f. Whether the applicant has a record of compliance with the terms of previously granted exemptions.

3. Notice shall be given to affected neighborhood associations, owners, and residents of property likely to be affected by the exemption. The City Recorder, in his/her sole discretion, may designate the area and manner in which notice must be given.
4. Persons affected by the exemption may present objections regarding the exemption to the City Council at any regularly scheduled City Council meeting. The City Council may consider such objections and, in their sole discretion, decide whether to grant, revoke, or deny the exemption.

This procedure puts a procedure in place that prevents hurried decisions and perhaps, inappropriate approvals.

CITY COUNCIL OPTIONS: Approve, modify, or rejects the proposed procedure.

RECOMMENDED MOTION: "I move to approve the first reading of Ordinance No. 445 amending the Noise Ordinance No. 444 by adding a procedure for the City Council to grant exemptions to the Noise Ordinance."

ORDINANCE NO. 445

AN ORDINANCE OF THE CITY OF CASCADE LOCKS AMENDING ORDINANCE 444 PERTAINING TO THE REDUCTION, CONTROL, AND PREVENTION OF LOUD AND RAUCOUS NOISE WITHIN THE CITY OF CASCADE LOCKS

WHEREAS, the City Council of the City of Cascade Locks has established Ordinance 444 for the regulation of loud and raucous noise within the City of Cascade Locks; and

WHEREAS, the City Council considers it necessary to amend Ordinance 444 to provide a permitted exemption procedure to persons who are planning to create noise which would violate the provisions of Ordinance 444.

THE CITY OF CASCADE LOCKS ORDAINS AS FOLLOWS:

Ordinance 444 is amended as follows [additions in underline and deletions in ~~strikeout~~]:

Section 1. Purpose. This ordinance is enacted to protect, preserve, and promote the health, safety, welfare, peace, and quiet of the citizens of Cascade Locks through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety; or causes public inconvenience, annoyance or alarm to reasonable persons of ordinary sensitivity.

Section 2. Scope. This Ordinance applies to the control of all sound originating within the jurisdictional limits of the City.

Section 3. Definitions.

1. **Emergency** means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage demanding immediate attention.
2. **Emergency Work** means any work performed for the purpose of preventing or alleviating physical trauma or property damage, whether actually caused or threatened by an emergency, or work by private or public utilities when restoring utility service.
3. **City** means the City of Cascade Locks.
4. **City Administrator** means the City Administrator of City or the City Administrator's designee.
5. **Noise Sensitive Area** includes, but is not limited to, real property normally used for sleeping, or normally used as a school, church, hospital or public library.

6. **Person** means any individual, firm, association, partnership, joint venture, or corporation.
7. **Plainly audible** means any sound that can be detected by a reasonable person of ordinary sensitivities using his or her unaided hearing faculties.
8. **Public right-of-way** means any street, avenue, boulevard, highway, sidewalk, alley, or similar place normally accessible to the public which is owned or controlled by a government entity.
9. **Public space** means any real property or structures on real property, owned by a government entity and normally accessible to the public, including but not limited to parks and other recreational areas.
10. **Residential area** means any real property which contains a structure or building in which one or more persons reside, provided that the structure or building is properly zoned, or is legally nonconforming, for residential use in accordance with the terms and maps of the City's zoning ordinance.

Section 4. General Prohibition.

1. No person shall make, continue, or cause to be made or continued:
 - a. Any unreasonably loud or raucous noise; or
 - b. Any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity, within the jurisdictional limits of the City; or
 - c. Any noise which is so harsh, prolonged, unnatural, or unusual in time or place as to occasion unreasonable discomfort to any persons within the neighborhood from which said noises emanate, or as to unreasonably interfere with the peace and comfort of neighbors or their guests, or operators or customers in places of business, or as to detrimentally or adversely affect such residences or places of business.
2. Factors for determining whether a sound is unreasonably loud and raucous include, but are not limited to, the following:
 - a. The proximity of the sound to sleeping facilities, whether residential or commercial;
 - b. The land use, nature, and zoning of the area from which the sound emanates and the area where it is received or perceived;

- c. The time of day or night the sound occurs;
- d. The duration of the sound; and
- e. Whether the sound is recurrent, intermittent, or constant.

Section 5. Noises Prohibited. The following acts are declared to be per se violations of this Ordinance. This enumeration does not constitute an exclusive list:

1. **Unreasonable Noises:** The unreasonable making of, or knowingly and unreasonably permitting to be made, any unreasonably loud, boisterous or unusual noise, disturbance, commotion or vibration in any boarding facility, dwelling, place of business or other structure, or upon any public street, park, or other place or building. The ordinary and usual sounds, noises, commotion or vibration incidental to the operation of these places when conducted in accordance with the usual standards of practice and in a manner which will not unreasonably disturb the peace and comfort of adjacent residences or which will not detrimentally affect the operators of adjacent places of business are exempted from this provision.
2. **Vehicle Horns, Signaling Devices, and Similar Devices:** The sounding of any horn, signaling device, or other similar device, on any automobile, motorcycle, or other vehicle on any right-of-way or in any public space of the City, for more than ten consecutive seconds. The sounding of any horn, signaling device, or other similar device, as a danger warning is exempt from this prohibition.
3. **Non-Emergency Signaling Devices:** Sounding or permitting sounding any amplified signal from any bell, chime, siren, whistle or similar device, intended primarily for non-emergency purposes, from any place for more than ten consecutive seconds in any hourly period. The reasonable sounding of such devices by houses of religious worship, ice cream trucks, seasonal contribution solicitors or by the City for traffic control purposes are exempt from the operation of this provision.
4. **Emergency Signaling Devices:** The intentional sounding or permitting the sounding outdoors of any emergency signaling device including fire, burglar, civil defense alarm, siren, whistle, or similar emergency signaling device, except in an emergency or except as provided in subsections a. and b.
 - a. Testing of an emergency signaling device shall occur between 7:00 a.m. and 7:00 p.m. Any testing shall use only the minimum cycle test time. In no case shall such test time exceed five minutes. Testing of the emergency signaling system shall not occur more than once in each calendar month.

- b. Sounding or permitting the sounding of any exterior burglar or fire alarm or any motor vehicle burglar alarm, shall terminate within fifteen minutes of activation unless an emergency exists. If a false or accidental activation of an alarm occurs more than twice in a calendar month, the owner or person responsible for the alarm shall be in violation of this Ordinance.
5. **Radios, Televisions, Phonographs, Stereos, Musical Instruments and Similar Electronic Devices:** The use or operation of a radio, television, stereo, musical instrument, or similar electronic device that produces or reproduces sound in a manner that is plainly audible to any person other than the player(s) or operator(s) of the device, and those who are voluntarily listening to the sound, and which unreasonably disturbs the peace, quiet, and comfort of neighbors and passers-by, or is plainly audible at a distance of 50 feet from any person in a commercial, industrial area, or public space; or unreasonably disturbs the peace, quiet, and comfort of neighbors in residential or noise sensitive areas, including multi-family or single-family dwellings.
6. **Loudspeakers, Amplifiers, Public Address Systems, and Similar Devices:** The unreasonably loud and raucous use or operation of a loudspeaker, amplifier, public address system, or other device for producing or reproducing sound between the hours of 10:00 p.m. and 7:00 a.m. in the following areas:
 - a. Within or adjacent to residential or noise-sensitive areas;
 - b. Within public space if the sound is plainly audible across the real property line of the public space from which the sound emanates, and is unreasonably loud and raucous.

This shall not apply to any public performance, gathering, or parade for which a permit has been obtained from the City.

7. **Yelling, Shouting, and Similar Activities:** Yelling, shouting, hooting, whistling, or singing in residential or noise sensitive areas or in public places, between the hours of 10:00 p.m. and 7:00 a.m., or at any time or place so as to unreasonably disturb the quiet, comfort, or repose of reasonable persons of ordinary sensitivities. This section is to be applied only to those situations where the disturbance is not a result of the content of the communication but due to the volume, duration, location, timing or other factors not based on content.
8. **Animals and Birds:** Unreasonably loud and raucous noise emitted by an animal or bird for which a person is responsible. A person is responsible for an animal if the person owns, controls or otherwise cares for the animal or bird.

9. **Loading or Unloading Merchandise, Materials, Equipment:** The creation of unreasonably loud, raucous, and excessive noise in connection with the loading or unloading of any vehicle at a place of business or residence.
10. **Construction or Repair of Buildings, Excavation of Streets and Highways:** The construction, demolition, alteration or repair of any building or the excavation of streets and highways other than between the hours of 7:00 a.m. and 7:00 p.m., on weekdays. In cases of emergency, construction or repair noises are exempt from this provision. In non-emergency situations, the City Administrator may issue a permit, upon application, if the City Administrator determines that the public health and safety, as affected by loud and raucous noise caused by construction or repair of buildings or excavation of streets and highways between the hours of 7:00 p.m. and 7:00 a.m. will not be impaired, and if the City Administrator further determines that loss or inconvenience would otherwise result. The permit shall grant permission in non-emergency cases for a period of not more than three days. The permit may be renewed once for a period of three days or less.
11. **Noise Sensitive Areas - Schools, Courts, Churches, Hospitals, and Similar Institutions:** The creation of any unreasonably loud and raucous noise adjacent to any noise sensitive area while it is in use, which unreasonably interferes with the workings of the institution or which disturbs the persons in these institutions; provided that conspicuous signs delineating the boundaries of the noise sensitive area are displayed in the streets surrounding the noise sensitive area.
12. **Blowers, and Similar Devices:** In residential or noise sensitive areas, between the hours of 7:00 p.m. and 7:00 a.m., the operation of any noise-creating blower, power fan, or any internal combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, provided that the noise is unreasonably loud and raucous and can be heard across the property line of the property from which it emanates.
13. **Commercial Establishments Adjacent to Residential Property:** Unreasonably loud and raucous noise from the premises of any commercial establishment, including any outdoor area which is part of or under the control of the establishment, between the hours of 10:00 p.m. and 7:00 a.m. which is plainly audible at a distance of five feet from any residential property.

Section 6. Exemptions. Sounds caused by the following are exempt from the prohibitions set out in Section 5 and are in addition to the exemptions specifically set forth in Section 5:

1. Motor vehicles on traffic ways of the City, provided that the prohibition of Section 5.2 continues to apply.

2. Repairs of utility structures which pose a clear and immediate danger to life, health, or significant loss of property.
3. Sirens, whistles, or bells lawfully used by emergency vehicles, or other alarm systems used in case of fire, collision, civil defense, police activity, or imminent danger, provided that the prohibition contained in Section 5.4 continues to apply.
4. The emission of sound for the purpose of alerting persons to the existence of an emergency or the emission of sound in the performance of emergency work.
5. Repairs or excavations of bridges, streets or highways by or on behalf of the City, the State, or the federal government, between the hours of 7:00 p.m. and 7:00 a.m., when public welfare and convenience renders it impractical to perform the work between 7:00 a.m. and 7:00 p.m.
6. Outdoor School and Playground Activities. Reasonable activities conducted on public playgrounds and public or private school grounds, which are conducted in accordance with the manner in which such spaces are generally used, including but not limited to, school athletic and school entertainment events.
7. Other Outdoor Events. Outdoor gatherings, public dances, shows and sporting events, and other similar outdoor events, provided that a permit has been obtained from the appropriate permitting authority.

Section 7. Permitted Exemptions.

1. An exemption may be permitted by the City Council for acts that are prohibited by this Ordinance by submitting a request to the City Recorder at least 30 days prior to the time for which the exemption is sought. The request shall state the provision for which an exemption is being sought, the period of time the exemption is to apply, the reason the exemption is sought, and any other supporting information which the City may reasonably require.
2. The City Council may consider the following in deciding whether to grant an exemption:
 - a. The nature and duration of the sound emitted;
 - b. Whether the public health, safety or welfare could be endangered;
 - c. The duration of the exemption;
 - d. The nature of the surrounding properties;
 - e. The benefit to the community; and

- f. Whether the applicant has a record of compliance with the terms of previously granted exemptions.
3. Notice shall be given to affected neighborhood associations, owners, and residents of property likely to be affected by the exemption. The City Recorder, in his/her sole discretion, may designate the area and manner in which notice must be given.
4. Persons affected by the exemption may present objections regarding the exemption to the City Council at any regularly scheduled City Council meeting. The City Council may consider such objections and, in their sole discretion, decide whether to grant, revoke, or deny the exemption.

Section 78. Enforcement. The following individuals shall enforce this Ordinance: The City Administrator or his designee will have primary responsibility for the enforcement of the noise regulations contained in this Ordinance. Nothing in this Ordinance shall prevent the City Administrator or his designee from obtaining voluntary compliance by way of warning, notice or education.

Section 89. Penalties.

1. A person who violates a provision of this Ordinance is guilty of an infraction which is punishable by a fine not to exceed \$500.00.
2. Each occurrence of a violation, or, in the case of continuous violations, each day a violation occurs or continues, constitutes a separate offense and may be punished separately.

Section 10. Severability Clause. A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section or part, of this Ordinance shall not affect the validity of the remaining parts to this Ordinance.

Section 11. Savings Clause. A prosecution which is pending on the effective date of this Ordinance and which arose from a violation of an ordinance repealed by this Ordinance, or a prosecution which is started within one year after the effective date of this Ordinance arising from a violation of an ordinance repealed by this Ordinance, shall be tried and determined exactly as if the Ordinance had not been repealed.

Section 12. Repeal of Prior Ordinances. City of Cascade Locks Ordinance No. 364 is hereby repealed.

Section 13. Effective Date. This ordinance shall take effect on the 30th day following its enactment.

FIRST READING by the City Council the 9th day of October, 2017.

SECOND READING AND ADOPTION by the City Council this 23rd day of October, 2017.

APPROVED by the Mayor this 23rd day of October, 2017.

Tom Cramblett, Mayor

ATTEST:

Kathy Woosley, City Recorder

AGENDA ITEM NO: _____

CASCADE LOCKS STAFF REPORT

Date Prepared: October 4, 2017

For City Council Meeting on: October 9, 2017

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approval of Short-Term Increased Tourism Support.

SYNOPSIS: On Monday, October 2, the Tourism Committee met in their normal committee meeting. One of the topics of discussion was the increased amount of attention Cascade Locks is receiving because of the Eagle Creek Fire. There is a greater need to be engaged with social media, an increased need for information, assistance to businesses, and representation on behalf of tourism, to attend meetings and represent Cascade Locks.

Because of the limitation on her hours, Bernadette Murray has been unable to respond to all of the inquiries. She reports:

“During the height of the fire, there were more than 36,000 visitors to the Visit Cascade Locks Facebook page. There was an incredible outpouring of love. People were scrambling to find links to inform them without the drama. Facebook gave us a great venue with which to do that. Engagement has remained high, with many posts receiving 2k+ views. Tourism email and phone call activity increased markedly from local businesses, and tourism partners on numerous events, websites, and conversations surrounding the incident. Among those is #CascadeLocksStrong, Show the Gorge Some Love, Travel Oregon, CGTA, WCGCC, Friends of the Gorge and other local tourism alliances. In addition to increased communication, there are meetings where Cascade Locks needs representation. Currently, we have been gifted opportunities to participate in promotions free of cost. Efforts such as these require a champion and guidance. Additionally, there has been an outreach from the public asking for ways that they can help, and general information about our community. We have a window of opportunity to capitalize on all of the goodwill.”

The Tourism Committee is recommending to the Council to increase the Tourism Support Staff hours from 20 hours per week by up to 10 hours per week for the months from October through March. At \$19 per hour for 10 hours for 26 weeks, the increased cost would be up to \$4,940. There is funding in the budget for this position at that level. No budget adjustments would be necessary.

As of the end of August, Tourism has almost \$75,000 in cash on hand, a budget of \$169,000 of which \$83,000 is for reserves and contingency. The Committee has spent only 12% of its materials and services budget for the current fiscal year.

Since this increased activity is specifically related to increased tourist activity, the use of the funds is consistent with the State guidelines for transient room tax use.

CITY COUNCIL OPTIONS: Approve or reject the request to increase tourism support hours for up to 10 hours per week from October 2017 through March 2018.

RECOMMENDED MOTION: "I move to approve the increased hours for the Tourism Support staff in order to respond to the increase interest in Cascade Locks caused by the interest in the Eagle Creek Fire."

FINANCIAL REVIEW: Up to \$4,940 which is available in the Contract Services-Miscellaneous line item.