

CITY of CASCADE LOCKS

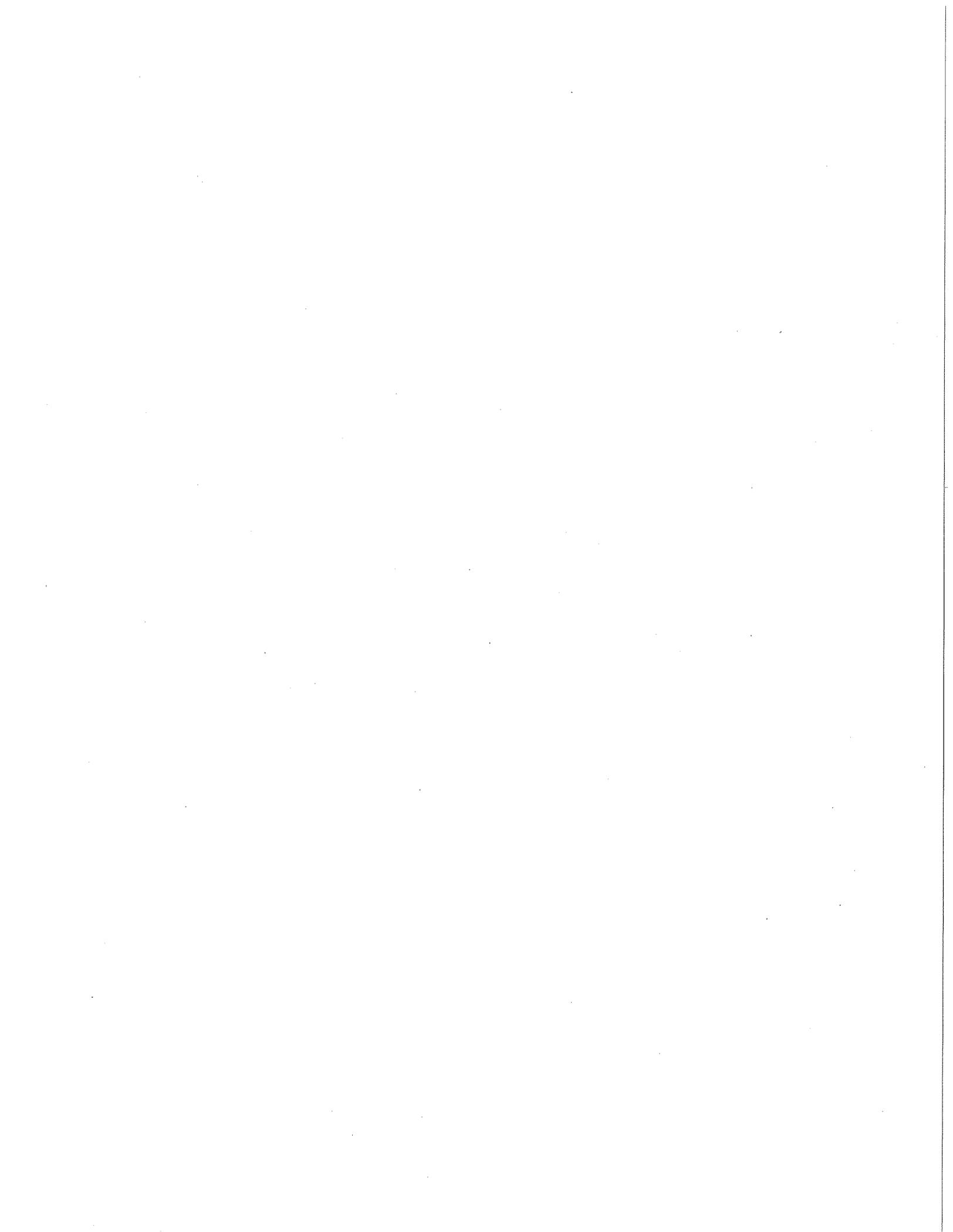
AGENDA

CITY COUNCIL MEETING, Monday, November 23, 2015, 7:00 PM, CITY HALL

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

1. **Call to Order/Pledge of Allegiance/Roll Call.**
2. **Additions or amendments to the Agenda.** (The Mayor may add items to the agenda after it is printed and distributed only when required by business necessity and only after an explanation has been given. The addition of agenda items after the agenda has been printed is otherwise discouraged.)
3. **Adoption of Consent Agenda.** (Consent Agenda may be approved in its entirety in a single motion. Items are considered to be routine. Any Councilor may make a motion to remove any item from the Consent Agenda for individual discussion.)
 - a. **Approval of October 26, 2015 Minutes.**
 - b. **Ratification of the Bills in the Amount of \$269,698.83.**
 - c. **Approve Contract with Columbia Credits.**
4. **Public Hearings.**
5. **Action Items:**
 - a. **Appointment to Committees.**
 - b. **Approve Cycle Oregon Grant Application for Gorge Hubs.**
 - c. **Approve EMS request for Building Maintenance.**
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.**
 - 1) **Tourism Committee Presentation.**
 - b. **Hood River Garbage – Erwin Swetnam.**
 - c. **Travel Oregon Rural Tourism Studio – Port of Cascade Locks.**
 - d. **Gorge Hubs Project – Port of Cascade Locks.**
 - e. **Urban Growth Boundary Electric Rates.**
 - f. **City Administrator Zimmerman Report.**
8. **Mayor and City Council Comments.**
9. **Other matters.**
10. **Executive Session per ORS 192.660 (2) may be required.**
11. **Adjournment.**

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



1. **Call to Order/Pledge of Allegiance/Roll Call.** Mayor Cramblett called the meeting to order at 7:00 PM. CM's Groves, Randall, Fitzpatrick, Walker, Busdieker (via phone), Rutherford, and Mayor Cramblett were present. Also present were City Administrator Gordon Zimmerman, City Recorder Kathy Woosley, Dave Palais, Ray Cless, Ken Wittenberg, Margie Curtis, Holly Wells, Kathy Tittle, Matthew Ledbetter, Nicole Crites, Steve Harrison, Camera Operator Betty Rush, and several others that didn't sign in.
2. **Additions or amendments to the Agenda.** None.
3. **Adoption of Consent Agenda.**
 - a. **Approval of October 12, 2015 Minutes.**
 - b. **Resolution No. 1339 Declaring 2001 Honda Civic as Surplus Property.**
 - c. **Resolution No. 1340 Closeout of OIB Loan Fund.**
 - d. **Resolution No. 1341 Correction of Resolution No. 1337 for EMS Command Vehicle.**
 - e. **Resolution No. 1342 Returning Unused Grant Funds to Tourism Fund.**
 - f. **Ratification of the Bills in the Amount of \$ 104,764.57.**

Mayor Cramblett read the list of items on the Consent Agenda. **Motion:** CM Fitzpatrick moved, seconded by CM Groves, to adopt the Consent Agenda as written. The motion passed with CM's Groves, Randall, Fitzpatrick, Busdieker, Rutherford, and Mayor Cramblett voting in favor. CM Walker opposed. CM Walker said he would like the resolution read regarding the OIB loan due to the history. CA Zimmerman said there has been a vote to pass the Consent Agenda but explained what he had written in the staff report regarding the close out of the loan.
4. **Public Hearings.** None.
5. **Action Items:**
 - a. **Appointment to Committees.** None.
 - b. **Second Reading of Ordinance No. 440 Regulating Electric Sales.** CM's Groves, Randall, Fitzpatrick, Walker, Busdieker, Rutherford, and Mayor Cramblett voted unanimously on the motion made at the last meeting to adopt Ordinance No. 440.
6. **Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community.** Dave Palais said that CM Busdieker had requested updated information on Herman Creek flows. He said the electronic file is very large so he would send that to CA Zimmerman. He handed Council a graph illustrating Herman and Little Herman Creek flows (Exhibit A).
7. **Reports and Presentations.**
 - a. **City Committees.** Mayor Cramblett asked about the Volkswalk Group as mentioned in the Tourism Committee minutes. CA Zimmerman explained the application process and reported that the Tourism Committee was trying to help them become self-sustaining as the Port will not be donating their facilities and the group would need to meet the Tourism Grant guidelines. He said Volkswalk is still coming to Cascade Locks but they need to work through the application process.

Mayor Cramblett said he also noticed in the Tourism Committee minutes that they are considering a new logo. He said he was on the Tourism Committee and spent a lot of time on the logo. He said this Committee has to come to the Council with their recommendations and the Council makes the decisions. CA Zimmerman explained that they aren't talking about the City's logo. He said the Tourism Committee would like to change their logo to represent themselves. Mayor Cramblett said the minutes state "separate themselves" from the City. He said the Tourism Committee is a part of the City. CA Zimmerman suggested Mayor Cramblett attend the next Tourism Committee meeting. He said he

didn't think that was the intent in the minutes. He said people are protesting Nestlé on the Tourism Facebook page and the Tourism Committee is trying to avoid the confusion.

Mayor Cramblett said the Tourism Committee should attend the next City Council meeting.

b. Community Discussion Concerning Nestlé Waters North America. CA Zimmerman explained now that there is a ballot initiative that is directly aimed at this topic, State law prohibits spending any City or Port resources on a community meeting. He said if the Council chooses to have a public meeting, they would have to fundraise, and hold that meeting somewhere other than a City or Port facility.

Mayor Cramblett said he understood that the Council could put a resolution in place opposing the ballot measure and could personally politic but that staff could not be any part of it.

Holly explained that the "gathering" would not be to push one point or the other. She said it is to meet with everyone to get everyone to say what they need to say. She said it is a neutral event. CA Zimmerman explained it is a discussion that will impact the potential of a ballot initiative so City resources cannot be expended. Holly said it was her vision to get the people from Cascade Locks to be able to communicate. Holly asked if she would be able to rent the City Hall gym. CA Zimmerman said she could not. He said she would have to meet in a nongovernmental facility and suggested a church. Mayor Cramblett said he was interested in people being able to talk to each other. Holly said it is critical for Council to attend. CM Walker asked about a quorum of Council. CA Zimmerman said a notice could be posted stating that a quorum of Council would be present at the meeting.

Mayor Cramblett said he would like to see Holly and the group that was present at the last meeting get together first and then he would like to come in hoping for understanding of each other's opinions.

CM Busdieker thanked Holly for her proposal. CM Rutherford said the original proposal was an amount of \$12,000.00 - \$22,000.00 and asked where that money would come from. Holly said that would be her problem. She thanked all for their seriousness and consideration toward positive communication for the community.

c. Electric Rates Within the Urban Growth Boundary. CA Zimmerman explained that the seven properties listed were affected by the change in 2014. He said that 513 and 517 Harvey Road were overlooked and found during an audit that they were not being charged correctly.

CM Walker asked about the timeliness of the notification. He said it was a short timeline. CA Zimmerman asked CM Walker if he had a conflict of interest as one of these properties belonged to a family member. CM Walker said Mr. Ledbetter was not a family member. CA Zimmerman said the other property affected belongs to a family member. CA Zimmerman explained the letter was mailed the third week of September for the bill that would be received the end of October. Matthew said he received the letter on September 25th with a five day notice of increase.

CA Zimmerman explained if the decision is to reverse the 2014 decision then the Council would have to decide on a refund of the other properties that have been paying the correct rate. Steve said he lives on the Harrison property. Mayor Cramblett said the Harrison property is outside the city limits and the urban growth boundary.

CA Zimmerman said there is an application to be annexed into the City. Matthew asked why the City wouldn't annex the property. CA Zimmerman said Matthew would have to apply to be annexed into the City and then pay the taxes to receive the in-city utility rates. He said the City cannot force Matthew to be annexed into the City.

Mayor Cramblett said this is a situation where the City isn't collecting taxes from a few properties and the rest of the citizens are paying the taxes. CA Zimmerman said there would have to be some sort of criteria applied, include all properties, and not single out just these two properties. CM Fitzpatrick said he would be interested in the overhead to take care of these two properties.

CA Zimmerman said paying the taxes would probably offset the cost of the utilities. Direction was given for CA Zimmerman to bring back an estimate of taxes to be paid in comparison to the rate of rural power. **Motion:** CM Fitzpatrick moved, seconded by CM Randall, to delay the increase for one month. CM Groves asked Matthew if he knew he purchased a home outside the city limits and that he was not paying taxes into the City. Matthew said he was not aware of a 33% increase in power rates. The motion passed with CM's Groves, Randall, Fitzpatrick, Busdieker, Rutherford, and Mayor Cramblett. CM Walker abstained. Steve asked if the Port's property was inside the urban growth boundary. CA Zimmerman said it was.

d. Joint Session with the Port Commission on November 9. CA Zimmerman said the Port would like to have a joint work session with the Council to discuss the status of the Nestlé project. He said the Council could have the regular session following the work session.

e. City Administrator Zimmerman Report. CA Zimmerman gave his staff report (Exhibit B).

- 8. Mayor and City Council Comments.** CM Busdieker said we've all been led to believe that there isn't anything anyone can do about Nestlé. She said this has been reinforced by the Mayor's statement at the last meeting indicating that he is for Nestlé no matter what the citizens want. She said she is excited about the ballot measure regarding water bottling. She said you can now do something and vote. She urged all to remember that no matter what Nestlé says about bottling water they are lying.

CM Rutherford said he is disappointed that Pear Puff won't be coming to Cascade Locks. Mayor Cramblett said there is still a possibility.

CM Randall said he would like Council to consider putting together a resolution opposing the ballot measure.

Mayor Cramblett reported that the Cycle Cross event held at the EasyCLIMB Trail was very successful with an estimated 1500 people in attendance. He congratulated Thunder Island Brewery on their two-year anniversary. He said they have had a lot of people visit their business. He said the Sternwheeler Columbia Gorge will be leaving Cascade Locks on the November 7th and reported that it had been a record tourism year.

Mayor Cramblett said he does say, "It's a done deal" regarding Nestlé. He said he is one person. He said he listens to the misstatements and thinks that those misstatements can be corrected and issues mitigated. He said Cascade Locks has water and people are not going to stop using water. He explained the agricultural drought in Hood River County, which is not an issue for Cascade Locks. He explained the water issues of Wilsonville and Lake Oswego.

Mayor Cramblett said water is counted by cubic feet. He said agricultural water is counted by acre feet. He said Cascade Locks water is Herman Creek drainage and the aquifer can handle the 4 cubic foot water right. He said Cascade Locks used to use the Dry Creek water right until the water quality changed and wells were built. He said Cascade Locks is using less than one half of a cubic foot of the 4 cubic foot water right.

Mayor Cramblett said he read in an article in the Hood River News about not being able to truck water. He said everyone has a resource. He said Portland's resources are moved via ships and Hood River's

orchards move their pears via truck. He said Cascade Locks doesn't have shipping or orchard land but we have rain. He said the State has allowed a water resource for Cascade Locks to use.

Mayor Cramblett said having Nestlé here will only help the EMS budget. He said if Nestlé doesn't come to Cascade Locks the Council will be asking the citizens for more money to operate the EMS Department. He said the Council has held off for many years. He said the power rates will increase and the water rates are going to be increasing. He said as Bernard Seeger says, "This is a game changer for Cascade Locks." Mayor Cramblett said this is a resource that Cascade Locks should be able to use.

Mayor Cramblett said he has called Michigan and Colorado where other Nestlé facilities are located. He said what has happened is that people come in with their scare tactics and get people wound up with misinformation. Mayor Cramblett said every place that he has called reported emotional situations in the beginning of the process but now everyone is happy. He reported that 275 people were employed at the Michigan facility, were the highest paid, and received the best benefits.

Mayor Cramblett said that the article in the Hood River News referenced trucking water from the Hood River Valley to Cascade Locks. He said this is aimed to irritate Hood River. Mayor Cramblett said he was not interested in attacking Hood River but he can see the interest of those trying to irritate Hood River and getting them wound up with their interest of ending Nestlé. Mayor Cramblett said there was an argument over trucking water from a Colorado Spring into Denver, Colorado. He said people are choosing water over soda. He said bottled water needs to be on the shelves. Mayor Cramblett said he visited a health food store in Portland where there was a whole shelf of bottled water and Nestlé was just a small piece of the bottled water located on the store shelf. Mayor Cramblett compared trucking water to Hood River trucking their pears. He said Hood River moves pears and Cascade Locks wants to move water.

Mayor Cramblett said Nestlé would be a huge economic benefit for Cascade Locks. He said Cascade Locks should have this opportunity. He said the amount of water used will be nothing compared to how other agencies use water. He said he has some issues but thinks that those issues can be mitigated. Mayor Cramblett said he is just trying to create conversation and it will take four votes of Council to approve anything.

9. **Other matters.** None.

10. **Executive Session as may be required.** None.

11. **Adjournment. Motion:** CM Groves moved, seconded by CM Randall, to adjourn the meeting. The motion passed unanimously by CM's Groves, Randall, Fitzpatrick, Walker, Busdieker, Rutherford, and Mayor Cramblett. The meeting was adjourned at 8:15 PM.

Prepared by
Kathy Woosley, City Recorder

APPROVED:

Tom Cramblett, Mayor

BLANKET VOUCHER APPROVAL

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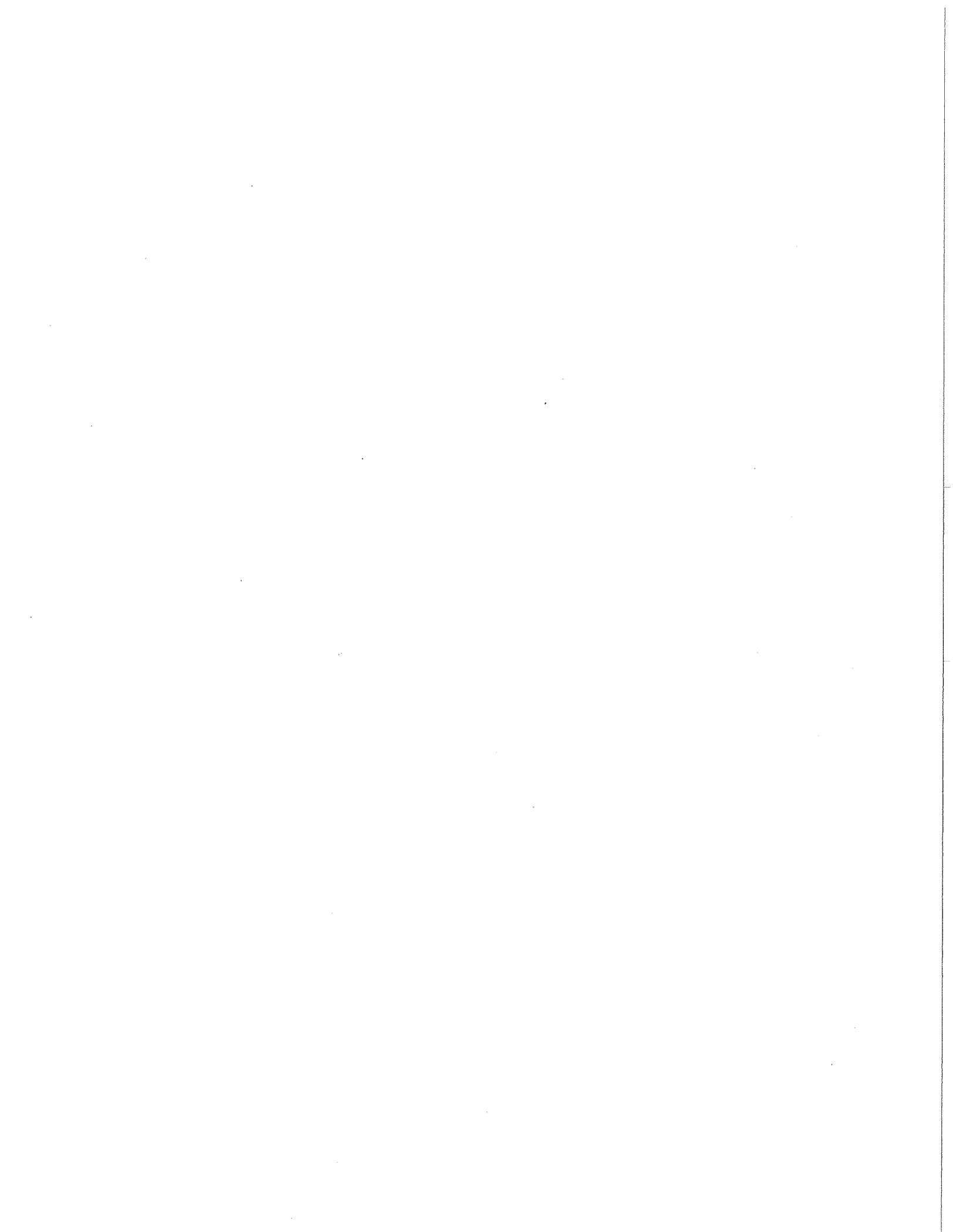
DEPARTMENT: CITY OF CASCADE LOCKS
COVER SHEET AND SUMMARY

DATE:	DESCRIPTION:	AMOUNT:
10/30/2015	PR	\$ 35,069.71
11/13/2015	PR	\$ 34,874.59
10/23/2015	A/P	\$ 75,451.97
10/30/2015	A/P	\$ 81,535.99
11/6/2015	A/P	\$ 42,766.57

GRAND TOTAL \$ 269,698.83

APPROVAL:

Mayor



Report Criteria:
Report type: GL detail

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
5711	10/15	10/21/2015	4910	400257407 3	Robert Walker	Refund Deposit	5121130	58.29- V
Total 5711:								58.29-
6340	10/15	10/09/2015	6966	01410018PJ	American Messaging	Paging Service	5140562110	140.00
Total 6340:								140.00
6341	10/15	10/09/2015	6839	81918984	Bound Tree Medical, LLC	gloves,blood glucose meter, iv solution, d	0540562351	634.10
Total 6341:								634.10
6342	10/15	10/09/2015	740	68369	CASELLE, INC.	Contract Support	0140162082	1,220.00
Total 6342:								1,220.00
6343	10/15	10/09/2015	820	62090	CH2M HILL ENGINEERS INC.	Retro adj. to Inv. 61891	3140562700	100.00
6343	10/15	10/09/2015	820	62090	CH2M HILL ENGINEERS INC.	Retro adj. to Inv. 61723	3140562700	100.00
6343	10/15	10/09/2015	820	62090	CH2M HILL ENGINEERS INC.	Retro adj. to Inv. 61543	3140562700	100.00
6343	10/15	10/09/2015	820	62090	CH2M HILL ENGINEERS INC.	Monthly Payment	3140562700	7,458.33
Total 6343:								7,758.33
6344	10/15	10/09/2015	6852	OCTOBER 2	College of Emergency Services	Installment Paymen for J. Bennett	0540562024	790.00
Total 6344:								790.00
6345	10/15	10/09/2015	1120	A95038	COLUMBIA HARDWARE, LLC	wood and nails	0140462520	138.46
6345	10/15	10/09/2015	1120	B16740	COLUMBIA HARDWARE, LLC	nails and hdg finish	0140462520	10.97
Total 6345:								149.43
6346	10/15	10/09/2015	1260	OCTOBER 2	COSTCO WHOLESALE MEMBER	Membership renewal	0121010	165.00
Total 6346:								165.00
6347	10/15	10/09/2015	1420	1888	DENNIS V. SNYDER JR. CONTRACTO	bobcat rental, compactor rental, John dee	5645163941	1,212.50

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 6347:								1,212.50
6348	10/15	10/09/2015	1540	SEP 2015	DMV SERVICES STATE OF OREGON	certified court print	5140562870	3.00
Total 6348:								3.00
6349	10/15	10/09/2015	1620	881	EFFICIENCY SERVICES GROUP, LLC	BPA Program Service September 2015	5140562139	750.00
Total 6349:								750.00
6350	10/15	10/09/2015	1760	ORHOD4333	FASTENAL	Misc Bolts for substation	5645163941	125.29
6350	10/15	10/09/2015	1760	ORHOD4362	FASTENAL	Drill-Mag 120V 1 SPD	5645163941	893.80
Total 6350:								1,019.09
6351	10/15	10/09/2015	2020	1243627	GENERAL PACIFIC INC.	single ring support, Int Drive Fit End Bell	5645163941	893.73
Total 6351:								893.73
6352	10/15	10/09/2015	4910	600136509 1	George Rice	Refund Deposit	5121130	262.58
Total 6352:								262.58
6353	10/15	10/09/2015	6890	1/133430	Hi-Line Acquisition Company, LLC	Replacement Lower blade for C25	5140562900	218.35
Total 6353:								218.35
6354	10/15	10/09/2015	6931	155089	International Graphics	Image for kiosk at mult falls	0840562160	164.00
Total 6354:								164.00
6355	10/15	10/09/2015	6974	A191424	J & L Farm & Home	Locknut, adapter, reducer, bushing	5645163941	20.66
Total 6355:								20.66
6356	10/15	10/09/2015	6874	SEPTEMBE	LIN Television Corporation	programming	4140562740	230.55
Total 6356:								230.55

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
6357	10/15	10/09/2015	3380	KPDX SEP 2	Meredith Corporation	Retransmission	4140562740	127.20
6357	10/15	10/09/2015	3380	KPTV SEP 2	Meredith Corporation	Retransmission	4140562740	302.10
Total 6357: 429.30								
6358	10/15	10/09/2015	4070	5060328	ONE CALL CONCEPTS, INC.	Regular Tickets	5140562110	16.80
6358	10/15	10/09/2015	4070	5090332	ONE CALL CONCEPTS, INC.	Regular Tickets	5140562110	3.15
Total 6358: 19.95								
6359	10/15	10/09/2015	4910	103730000 1	Osprey Homes LLC	Refund Water Deposit	2121130	676.20
Total 6359: 676.20								
6360	10/15	10/09/2015	6769	09-15-244	PARC Resources, LLC	Planning Services for City	0140262075	49.50
6360	10/15	10/09/2015	6769	09-15-244	PARC Resources, LLC	Planning Services	0140262090	767.25
Total 6360: 816.75								
6361	10/15	10/09/2015	6975	136039	Quality Counts, LLC	CL Pad Counts for Crosswalk Project	0340562110	2,500.00
Total 6361: 2,500.00								
6362	10/15	10/09/2015	5220	ZA16006120	SENSUS METERING SYSTEMS	2S NET Electric Meters	5140562750	355.20
Total 6362: 355.20								
6363	10/15	10/09/2015	6886	SEPTEMBE	Sinclair Television Group, Inc.	retransmission	4140562740	349.80
Total 6363: 349.80								
6364	10/15	10/09/2015	6965	7	Sofia Urrutia-Lopez	contract support tourism	0840562110	408.50
Total 6364: 408.50								
6365	10/15	10/09/2015	5460	SEPTEMBE	Sosnkowski & Cleaveland P.C.	Attorney Fees	0140162100	3,967.00
Total 6365: 3,967.00								
6366	10/15	10/09/2015	5650	136746	T & R ELECTRIC SUPPLY CO.	2500 KVA Three Phase Pad Mount	5141562009	24,460.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 6366:								24,460.00
6367	10/15	10/09/2015	5720	15-351	Tenneson Engineering Corp	Water Right Time Extensions	2140562870	246.25
Total 6367:								246.25
6368	10/15	10/09/2015	5960	103158	TRAFFIC SAFETY SUPPLY CO.	stop sign, dead end sign, post cap, cross	0340562560	406.40
Total 6368:								406.40
6369	10/15	10/09/2015	6070	937095	TWGW, INC NAPA AUTO PARTS	flap discs, paint marker, flux-cored wire, t	0340562560	152.76
6369	10/15	10/09/2015	6070	937095	TWGW, INC NAPA AUTO PARTS	flap discs, paint marker, flux-cored wire, t	2140562560	152.76
6369	10/15	10/09/2015	6070	937095	TWGW, INC NAPA AUTO PARTS	flap discs, paint marker, flux-cored wire, t	3140562560	152.76
6369	10/15	10/09/2015	6070	939040	TWGW, INC NAPA AUTO PARTS	F Swivel and hose	5140562201	19.02
6369	10/15	10/09/2015	6070	939432	TWGW, INC NAPA AUTO PARTS	fuel filter, oil filter, air filter	2140562441	70.33
6369	10/15	10/09/2015	6070	939541	TWGW, INC NAPA AUTO PARTS	Mfg Wire Aluminum	5645163941	25.64
6369	10/15	10/09/2015	6070	939885	TWGW, INC NAPA AUTO PARTS	argon gas, nitro gas	5645163941	533.79
Total 6369:								1,107.06
6370	10/15	10/09/2015	6210	762305	USA BLUEBOOK	Waterproof PH Tester	2140562560	149.75
Total 6370:								149.75
6371	10/15	10/09/2015	6855	6229	WaNaPa Room Inc	Food for Chamber AM Networking Meeti	0840562115	507.40
Total 6371:								507.40
6372	10/15	10/09/2015	6690	100215	WOOSLEY, KATHY	Reimburse Mileage	0140162020	51.75
Total 6372:								51.75
6381	10/15	10/23/2015	6945	106963	4COM, Inc.	programming	4140562740	158.50
Total 6381:								158.50
6382	10/15	10/23/2015	6864	2015/16	Active911, Inc.	Annual Payment for Alert/Status Update	0540562110	176.25

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 6382:								176.25
6383	10/15	10/23/2015	370	SEP 2015	BIO-MED TESTING SERVICE	Drug Testing	0140462063	40.00
Total 6383:								40.00
6384	10/15	10/23/2015	560	49188	C.M. & W.O. SHEPPARD	weed eater parts	0140462520	9.50
Total 6384:								9.50
6385	10/15	10/23/2015			Void Check			.00
Total 6385:								.00
6386	10/15	10/23/2015	6977	1305975	Cascade Subscription Service, Inc.	Fire Engineering Magazine Subscription	0540562350	179.00
Total 6386:								179.00
6387	10/15	10/23/2015	810	43448	CESSCO, INC	parts and repair for Mikasa Rammer	2140562560	207.36
6387	10/15	10/23/2015	810	43448	CESSCO, INC	parts and repair for Mikasa Rammer	3140562560	207.35
Total 6387:								414.71
6388	10/15	10/23/2015	940	SEP/AUG 20	CITY OF SPRINGFIELD	Ambulance Billing Service	0540562111	320.00
Total 6388:								320.00
6389	10/15	10/23/2015	1530	OCTOBER 2	DISH NETWORK	Programming	4140562740	400.00
Total 6389:								400.00
6390	10/15	10/23/2015	4910	100089612 1	Donna Troutman	Refund Deposit	5121130	287.85
Total 6390:								287.85
6391	10/15	10/23/2015	6834	100815	Ed Wagner	reimburse sewer labor charge, sewer wo	3130543701	32.69
Total 6391:								32.69

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
6392	10/15	10/23/2015	1760	ORHOD4349	FASTENAL	Gloves and bolts	5645163941	109.52
Total 6392: 109.52								
6393	10/15	10/23/2015	6795	0484877	Ferguson	3/4 Rubber Washer	2140562560	35.20
6393	10/15	10/23/2015	6795	0484877	Ferguson	12 X 20 Resin Meter Box Lid	2140562560	397.73
6393	10/15	10/23/2015	6795	0484877	Ferguson	12x20x24 Resin Meter Box	2140562560	679.60
Total 6393: 1,112.53								
6394	10/15	10/23/2015	2020	1244318	GENERAL PACIFIC INC.	4/0 cable to 3/4 grd rod connector	5645163941	739.20
6394	10/15	10/23/2015	2020	1244330	GENERAL PACIFIC INC.	2-250 Grd Gld to 3/4 Rod	5645163941	709.92
6394	10/15	10/23/2015	2020	1244553	GENERAL PACIFIC INC.	3/4x10 sectional cu grd rod	5645163941	762.00
6394	10/15	10/23/2015	2020	1244553	GENERAL PACIFIC INC.	3/4 ground rod coupling	5645163941	485.00
6394	10/15	10/23/2015	2020	1244683	GENERAL PACIFIC INC.	U-Die	5645163941	82.74
6394	10/15	10/23/2015	2020	1244824	GENERAL PACIFIC INC.	8' 2-Pos Fiberglass Crossarm	5645163941	490.00
6394	10/15	10/23/2015	2020	1244986	GENERAL PACIFIC INC.	250 bare stranded cu	5645163941	2,270.00
Total 6394: 5,548.86								
6395	10/15	10/23/2015	6854	OCTOBER 2	Gordon Zimmermann	One Gorge Meeting	0140162094	23.00
6395	10/15	10/23/2015	6854	OCTOBER 2	Gordon Zimmermann	OMIEU Board Meeting	5140562020	244.79
6395	10/15	10/23/2015	6854	OCTOBER 2	Gordon Zimmermann	OMIEU Board Meeting	5140862020	61.19
Total 6395: 328.98								
6396	10/15	10/23/2015	6819	53137099	GovConnection	Printer M252dw - Gordon	0140162010	199.00
Total 6396: 199.00								
6397	10/15	10/23/2015	6905	19789	Honald Crane Service	off load transformer	5141562009	412.50
Total 6397: 412.50								
6398	10/15	10/23/2015	2420	1317 10/15	HOOD RIVER CO. - FINANCE	2N08E07B006200 Fire Patrol Timber Ta	0140362870	18.19
6398	10/15	10/23/2015	2420	9725 10/15	HOOD RIVER CO. - FINANCE	2N08E070001100 Fire Patrol Timber Tax	0140362870	75.68
Total 6398: 93.87								
6399	10/15	10/23/2015	2570	10151012	HOOD RIVER NEWS	Notice of Zone Change	0140262037	88.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 6399:								
6400	10/15	10/23/2015	2580	13358	HOOD RIVER SAND & GRAVEL	concrete	5645163941	251.10
Total 6400:								
6401	10/15	10/23/2015	3150	102015	MARIANNE BUMP	Reimburse Mileage	0140162020	23.00
Total 6401:								
6402	10/15	10/23/2015	6976	101915	Mensereau Shannon LLP	Publish legal notice for water revenue bo	2141562020	92.00
Total 6402:								
6403	10/15	10/23/2015	3490	1984	MID-COLUMBIA ECONOMIC	582 HR EDWOG	0140162030	250.00
Total 6403:								
6404	10/15	10/23/2015	3770	22-201509	NET ASSETS	Title Search	0140162110	11.00
Total 6404:								
6405	10/15	10/23/2015	4020	ME117317	ODOT-FUEL SALES	Fuel	0340562530	209.41
6405	10/15	10/23/2015	4020	ME117317	ODOT-FUEL SALES	Fuel	0540562420	354.58
6405	10/15	10/23/2015	4020	ME117317	ODOT-FUEL SALES	Fuel	2140562530	276.18
6405	10/15	10/23/2015	4020	ME117317	ODOT-FUEL SALES	Fuel	3140562530	144.47
6405	10/15	10/23/2015	4020	ME117317	ODOT-FUEL SALES	Fuel	5140562200	563.02
Total 6405:								
6406	10/15	10/23/2015	6780	5038278794	Rich Americas Corporation	Copies	0140162110	105.59
Total 6406:								
6407	10/15	10/23/2015	4910	400257407 1	Robert Walker	replace refund check	5121130	58.29
Total 6407:								
6408	10/15	10/23/2015	5180	52253	SCHLOSSER MACHINE INC.	2 angle brackets	5645163941	46.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 6408:								46.00
6409	10/15	10/23/2015	6965	8	Sofia Urrutia-Lopez	contract support tourism	0840562110	304.00
Total 6409:								304.00
6410	10/15	10/23/2015	5510	8036285995	STAPLES CONTRACT & COMMERCIA	Personnel Folders and paper	0140162010	84.80
Total 6410:								84.80
6411	10/15	10/23/2015	6969	504-1073	TEGNA	Programming	4140562740	294.15
Total 6411:								294.15
6412	10/15	10/23/2015	5720	15-557	Tenneson Engineering Corp	2015 Water System Improvement Project	2141562020	62,000.00
Total 6412:								62,000.00
6413	10/15	10/23/2015	6070	940012	TWGW, INC NAPA AUTO PARTS	STR CORD	5645163941	.96
6413	10/15	10/23/2015	6070	940013	TWGW, INC NAPA AUTO PARTS	Karoseen Forced Air Heater	5140562810	100.00
6413	10/15	10/23/2015	6070	940103	TWGW, INC NAPA AUTO PARTS	Mag Bit	5645163941	45.00
6413	10/15	10/23/2015	6070	940139	TWGW, INC NAPA AUTO PARTS	3 PC Socket Adapter Set	5645163941	12.63
Total 6413:								158.59
6414	10/15	10/23/2015	6690	100715	WOOSLEY, KATHY	Reimburse Mileage	0140162020	23.00
Total 6414:								23.00
6424	10/15	10/30/2015	6842	2013-4411	Bonneville Environmental Foundation	Green Power Program Agreement	5140562030	1,500.00
Total 6424:								1,500.00
6425	10/15	10/30/2015	6900	V502789	BSK Associates	water testing	2140562150	45.00
6425	10/15	10/30/2015	6900	V503483	BSK Associates	water testing	2140562150	238.25
6425	10/15	10/30/2015	6900	V503499	BSK Associates	water testing	2140562150	45.00
Total 6425:								328.25

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
6426	10/15	10/30/2015	790	313230273 1	CENTURYLINK	Fire Department Phones	0540562050	136.00
6426	10/15	10/30/2015	790	313401451 1	CENTURYLINK	Sewer	3140562050	116.23
6426	10/15	10/30/2015	790	313470082 1	CENTURYLINK	City Hall Phones	0140162050	384.72
6426	10/15	10/30/2015	790	313785538 1	CENTURYLINK	telemetry	2140562050	127.63
6426	10/15	10/30/2015	790	313785538 1	CENTURYLINK	telemetry	3140562050	127.62
6426	10/15	10/30/2015	790	313891134 1	CENTURYLINK	Emergency After Hours	5140562050	54.60
6426	10/15	10/30/2015	790	313891134 1	CENTURYLINK	Emergency After Hours	5140562050	13.65
6426	10/15	10/30/2015	790	314228414 1	CENTURYLINK	Lift Station	3140562050	38.64
6426	10/15	10/30/2015	790	320153997 1	CENTURYLINK	well house dialer	2140562050	9.17
Total 6426:								1,008.26
6427	10/15	10/30/2015	820	62263	CH2M HILL ENGINEERS INC.	Engineering Services	3140562700	7,458.33
Total 6427:								7,458.33
6428	10/15	10/30/2015	1430	2015	DEPARTMENT OF STATE LANDS	Unclaimed Property as of 06/30/14	0122035	229.38
Total 6428:								229.38
6429	10/15	10/30/2015	6819	53157420	Gov/Connection	Accounting Server	5640563941	6,775.00
Total 6429:								6,775.00
6430	10/15	10/30/2015	4910	109522501 1	Harrison Fowles	Refund Deposit	5121130	238.82
Total 6430:								238.82
6431	10/15	10/30/2015	4910	100045311 1	Heather Saechao	Refund Deposit	5121130	174.36
Total 6431:								174.36
6432	10/15	10/30/2015	4910	400267111 1	Lisa Ann Anderson	Refund Deposit	5121130	269.89
Total 6432:								269.89
6433	10/15	10/30/2015	3160	102615	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	0140462642	32.52
Total 6433:								32.52

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
6434	10/15	10/30/2015	3450	2015-16	MID-COLUMBIA COMM.	FY15/16 Admin Fees	5140562138	750.00
Total 6434:								750.00
6435	10/15	10/30/2015	4910	100034000 1	Oregon Mainline Paving	Refund Water Deposit	2121130	525.15
Total 6435:								525.15
6436	10/15	10/30/2015	4640	OCTOBER 2	PTTNEY BOWES INC	Postage	0140162055	150.00
Total 6436:								150.00
6437	10/15	10/30/2015	5510	8036466288	STAPLES CONTRACT & COMMERCIA	toner, batteries, calender, paperclips	0140162010	359.12
Total 6437:								359.12
6438	10/15	10/30/2015	6070	940256	TWGW, INC NAPA AUTO PARTS	hex ties and taps	5140562900	137.94
Total 6438:								137.94
6439	10/15	10/30/2015	6110	OCTOBER 2	U.S. POSTAL SERVICE	UB Postage	0140162055	284.48
Total 6439:								284.48
6440	10/15	10/30/2015	6937	289824799	US Bank Equipment Finance	contract payment	5645163941	1,293.61
Total 6440:								1,293.61
10091501	10/15	10/09/2015	3650	15090259	NATIONAL CABLE TELEVISION COOP.	Programming	4140562740	4,015.41
Total 10091501:								4,015.41
10231501	10/15	10/23/2015	6080	SEPTEMBE	U S BANK	Bank Fees	0140162110	291.03
Total 10231501:								291.03
10301501	10/15	10/30/2015	440	SEPT15-PW	BPA	September Power Bill	5140562820	40,598.00
10301501	10/15	10/30/2015	440	SEPT15-PW	BPA	September Power Bill	5140662820	7,432.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 10301501:								
10301502	10/15	10/30/2015	440	SEPT15-TR	BPA	September Transmission	5140562821	8,322.00 M
10301502	10/15	10/30/2015	440	SEPT15-TR	BPA	September Transmission	5140662821	1,524.00 M
Total 10301502:								
9,846.00								
10301503	10/15	10/30/2015	6090	8789 10/15	U S BANK CC	CPU Cooler	0140162010	12.99 M
10301503	10/15	10/30/2015	6090	8789 10/15	U S BANK CC	Aluminum Pipe for Substation	5645163941	540.00 M
Total 10301503:								
552.99								
10301504	10/15	10/30/2015	6090	2974 10/15	U S BANK CC	ipad plan	0540562050	14.99 M
10301504	10/15	10/30/2015	6090	2974 10/15	U S BANK CC	background check	0540562110	10.00 M
Total 10301504:								
24.99								
10301505	10/15	10/30/2015	6090	2305 10/15	U S BANK CC	service on OEO car	0140162441	218.00 M
10301505	10/15	10/30/2015	6090	2305 10/15	U S BANK CC	carpenter jeans	5140562210	388.94 M
10301505	10/15	10/30/2015	6090	2305 10/15	U S BANK CC	Credit from star rentals	5645163941	160.00- M
10301505	10/15	10/30/2015	6090	2305 10/15	U S BANK CC	supplies for substation from Lowes	5645163941	27.99 M
10301505	10/15	10/30/2015	6090	2305 10/15	U S BANK CC	pvc pipe for substation	5645163941	88.82 M
10301505	10/15	10/30/2015	6090	2305 10/15	U S BANK CC	batteries and oil	5645163941	30.33 M
10301505	10/15	10/30/2015	6090	2305 10/15	U S BANK CC	drill rental for substation	5645163941	320.00 M
10301505	10/15	10/30/2015	6090	2305 10/15	U S BANK CC	cutters cobalt and pilot pin for substation	5645163941	48.00 M
10301505	10/15	10/30/2015	6090	2305 10/15	U S BANK CC	Hobart Handler Wire-Feed Welder	5645163941	624.82 M
Total 10301505:								
1,566.90								
Grand Totals:								
212,927.71								

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-21010	165.00	9,182.93-	9,017.93-
01-22036	229.38	.00	229.38
01-401-62010	655.91	.00	655.91
01-401-62020	97.75	.00	97.75
01-401-62030	250.00	.00	250.00
01-401-62050	384.72	.00	384.72
01-401-62055	434.48	.00	434.48
01-401-62082	1,220.00	.00	1,220.00
01-401-62094	23.00	.00	23.00
01-401-62100	3,867.00	.00	3,867.00
01-401-62110	407.62	.00	407.62
01-401-62441	218.00	.00	218.00
01-402-62037	88.00	.00	88.00
01-402-62075	49.50	.00	49.50
01-402-62090	767.25	.00	767.25
01-403-62870	93.87	.00	93.87
01-404-62063	40.00	.00	40.00
01-404-62520	158.93	.00	158.93
01-404-62642	32.52	.00	32.52
03-21010	.00	3,268.57-	3,268.57-
03-405-62110	2,500.00	.00	2,500.00
03-405-62530	209.41	.00	209.41
03-405-62560	559.16	.00	559.16
05-21010	.00	2,614.92-	2,614.92-
05-405-62024	790.00	.00	790.00
05-405-62050	150.99	.00	150.99
05-405-62110	186.25	.00	186.25
05-405-62111	320.00	.00	320.00
05-405-62350	179.00	.00	179.00
05-405-62351	634.10	.00	634.10
05-405-62420	354.58	.00	354.58
08-21010	.00	1,383.90-	1,383.90-
08-405-62110	712.50	.00	712.50
08-405-62115	507.40	.00	507.40
08-405-62160	164.00	.00	164.00
21-21010	.00	65,973.56-	65,973.56-
21-21130	1,201.35	.00	1,201.35
21-405-62050	136.80	.00	136.80

GL Account	Debit	Credit	Proof
21-405-62150	328.25	.00	328.25
21-405-62441	70.33	.00	70.33
21-405-62530	276.18	.00	276.18
21-405-62560	1,622.40	.00	1,622.40
21-405-62870	246.25	.00	246.25
21-415-62020	62,092.00	.00	62,092.00
31-21010	.00	16,036.42-	16,036.42-
31-305-43701	32.69	.00	32.69
31-405-62050	282.49	.00	282.49
31-405-62530	144.47	.00	144.47
31-405-62560	360.11	.00	360.11
31-405-62700	15,216.66	.00	15,216.66
41-21010	.00	5,877.71-	5,877.71-
41-405-62740	5,877.71	.00	5,877.71
51-21010	58.29	89,339.94-	89,281.65-
51-21130	1,291.79	58.29-	1,233.50
51-405-62020	244.79	.00	244.79
51-405-62030	1,500.00	.00	1,500.00
51-405-62050	54.60	.00	54.60
51-405-62110	159.95	.00	159.95
51-405-62138	750.00	.00	750.00
51-405-62139	750.00	.00	750.00
51-405-62200	563.02	.00	563.02
51-405-62201	19.02	.00	19.02
51-405-62210	368.94	.00	368.94
51-405-62750	355.20	.00	355.20
51-405-62810	100.00	.00	100.00
51-405-62820	40,598.00	.00	40,598.00
51-405-62821	8,322.00	.00	8,322.00
51-405-62870	3.00	.00	3.00
51-405-62900	356.29	.00	356.29
51-406-62020	61.19	.00	61.19
51-406-62050	13.65	.00	13.65
51-406-62820	7,432.00	.00	7,432.00
51-406-62821	1,524.00	.00	1,524.00
51-415-62009	24,872.50	.00	24,872.50
56-21010	160.00	19,468.05-	19,308.05-
56-405-63941	6,775.00	.00	6,775.00
56-451-63941	12,693.05	160.00-	12,533.05

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
Grand Totals:	213,364.29	213,364.29	.00

Report Criteria:

Report type: GL detail

Report Criteria:

Report type: GL detail

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
6441	11/15	11/06/2015	6966	01410018PK	American Messaging	Paging Service	5140562110	69.57
Total 6441:								
6442	11/15	11/06/2015	370	45944	BIO-MED TESTING SERVICE	Drug Testing	0540562063	40.00
Total 6442:								
6443	11/15	11/06/2015	6839	81954427	Bound Tree Medical, LLC	naloxone and nasal with 10CC syringe	0540562351	102.76
6443	11/15	11/06/2015	6839	81955657	Bound Tree Medical, LLC	Meds, glucose test strips, bioHoops, o2	0540562351	314.46
Total 6443:								
6444	11/15	11/06/2015	6979	OCTOBER 2	Cartomation, Inc.	GIS Service for City	5140562190	1,000.00
Total 6444:								
6445	11/15	11/06/2015	6960	101315	Cascade Locks Historical Museum	Magical History Tour Ticket	0840562170	50.00
Total 6445:								
6446	11/15	11/06/2015	670	100001500 1	CASCADE LOCKS LIGHT CO.	Fire Station	0540562439	352.21
6446	11/15	11/06/2015	670	100003500 1	CASCADE LOCKS LIGHT CO.	Res. No. 2	2140562070	32.38
6446	11/15	11/06/2015	670	100030200 1	CASCADE LOCKS LIGHT CO.	Pump Lift Station	3140562070	28.30
6446	11/15	11/06/2015	670	100038200 1	CASCADE LOCKS LIGHT CO.	Well House	2140562070	1,754.42
6446	11/15	11/06/2015	670	100379100 1	CASCADE LOCKS LIGHT CO.	Treatment Plant	3140562070	1,891.73
6446	11/15	11/06/2015	670	100381300 1	CASCADE LOCKS LIGHT CO.	warehouse	2140562070	31.85
6446	11/15	11/06/2015	670	100381300 1	CASCADE LOCKS LIGHT CO.	warehouse	3140562070	31.84
6446	11/15	11/06/2015	670	200120000 1	CASCADE LOCKS LIGHT CO.	Cemetery Water	1740562551	28.30
6446	11/15	11/06/2015	670	300155100 1	CASCADE LOCKS LIGHT CO.	Main Lift Station	3140562070	664.48
6446	11/15	11/06/2015	670	300155900 1	CASCADE LOCKS LIGHT CO.	museum	0140762630	108.66
6446	11/15	11/06/2015	670	300171800 1	CASCADE LOCKS LIGHT CO.	mail lighting	5140562800	43.97
6446	11/15	11/06/2015	670	300183900 1	CASCADE LOCKS LIGHT CO.	Moody Lift Station	2140562070	73.67
6446	11/15	11/06/2015	670	301961200 1	CASCADE LOCKS LIGHT CO.	Bike Path	0140162552	11.38
6446	11/15	11/06/2015	670	600135000 1	CASCADE LOCKS LIGHT CO.	City Hall Upliftes	0140162552	586.71
6446	11/15	11/06/2015	670	600136900 1	CASCADE LOCKS LIGHT CO.	87 Ruckle	3140562070	34.16
6446	11/15	11/06/2015	670	600149800 1	CASCADE LOCKS LIGHT CO.	City Hall Irrigation	0140162552	86.03

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
6446	11/15	11/06/2015	670	601369800 1	CASCADE LOCKS LIGHT CO.	radio tower	0540562439	39.10
6446	11/15	11/06/2015	670	SSS 10/15	CASCADE LOCKS LIGHT CO.	senior sewer subsidy	0140862025	227.00
Total 6446: 6,035.19								
6447	11/15	11/06/2015	6961	152203	Cascadia Graphics & Publishing, LLC	website updates, image processing	0840562160	55.00
Total 6447: 55.00								
6448	11/15	11/06/2015	740	69001	CASELLE, INC.	Contract Support	0140162082	1,220.00
Total 6448: 1,220.00								
6449	11/15	11/06/2015	6837	CAS-12015-0	CIS Trust	Insurance for Command Rig/Suburban	0540562060	693.31
Total 6449: 693.31								
6450	11/15	11/06/2015	6852	NOVEMBER	College of Emergency Services	Installment Paymen for J. Bennett	0540562024	790.00
Total 6450: 790.00								
6451	11/15	11/06/2015	1120	A96275	COLUMBIA HARDWARE, LLC	countersinks 3/4in	5645163941	16.99
6451	11/15	11/06/2015	1120	A96454	COLUMBIA HARDWARE, LLC	1" steel locknut & 1" term adpt	5645163941	2.37
6451	11/15	11/06/2015	1120	B118434	COLUMBIA HARDWARE, LLC	supplies for substation	5645163941	14.04
Total 6451: 33.40								
6452	11/15	11/06/2015	1360	130893	DAVID R. CUNNINGHAM	City Network	0140162082	1,245.00
6452	11/15	11/06/2015	1360	130894	DAVID R. CUNNINGHAM	fire department phone system	0140162082	90.00
6452	11/15	11/06/2015	1360	130895	DAVID R. CUNNINGHAM	public works computers	0140162082	150.00
Total 6452: 1,485.00								
6453	11/15	11/06/2015	1760	ORHOD4368	FASTENAL	bolts for substation	5645163941	15.55
Total 6453: 15.55								
6454	11/15	11/06/2015	6795	0484877-1	Ferguson	3/4 x 1/16 meter gaskets	2140562560	45.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 6454:								
6455	11/15	11/06/2015	2020	1245441	GENERAL PACIFIC INC.	500 STR CU 600V	5645163941	15,800.00
Total 6455:								
6456	11/15	11/06/2015	6854	OCTOBER 2	Gordon Zimmerman	HR Economic Devp. Comm.	0140162094	23.00
Total 6456:								
6457	11/15	11/06/2015	6890	1/J52690	Hi-Line Acquisition Company, LLC	hooded sweatshirt	5140562210	128.75
6457	11/15	11/06/2015	6890	1/J52690	Hi-Line Acquisition Company, LLC	pullover sweatshirt	5140562210	122.40
6457	11/15	11/06/2015	6890	1/J52690	Hi-Line Acquisition Company, LLC	denim pants	5140562210	121.49
6457	11/15	11/06/2015	6890	1/J52690	Hi-Line Acquisition Company, LLC	hooded zipper sweatshirt	5140562210	162.20
Total 6457:								
6458	11/15	11/06/2015	6978	102715	Jim Mason	municipal court work and appearance	0140362870	465.20
Total 6458:								
6459	11/15	11/06/2015	6874	OCTOBER 2	LIN Television Corporation	programming	4140562740	224.75
Total 6459:								
6460	11/15	11/06/2015	3160	102815	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	0140162010	74.94
6460	11/15	11/06/2015	3160	102815	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	0140462540	62.46
Total 6460:								
6461	11/15	11/06/2015	3380	KPDX OCT 2	Meredith Corporation	Retransmission	4140562740	124.00
6461	11/15	11/06/2015	3380	KPTV OCT 2	Meredith Corporation	Retransmission	4140562740	294.50
Total 6461:								
6462	11/15	11/06/2015	3770	22-201510	NET ASSETS	Title Search	0140162110	11.00
Total 6462:								

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
6463	11/15	11/06/2015	4070	5100333	ONE CALL CONCEPTS, INC.	locate services	5140562110	10.50
Total 6463:								
6464	11/15	11/06/2015	6769	10-15-256	PARC Resources, LLC	City Planning	0140262075	346.50
6464	11/15	11/06/2015	6769	10-15-256	PARC Resources, LLC	Planning Services	0140262090	247.50
Total 6464:								
6465	11/15	11/06/2015	6866	101315	Providence Hood River Memorial Hospit	Calcium Gluconate	0540562351	17.70
Total 6465:								
6466	11/15	11/06/2015	6780	20446154	Ricoh Americas Corporation	Lease	0140162120	236.80
Total 6466:								
6467	11/15	11/06/2015	5180	52320	SCHLOSSER MACHINE INC.	weld alum bus bars, make adaptor stand	5645163941	1,160.00
6467	11/15	11/06/2015	5180	52320	SCHLOSSER MACHINE INC.	6-6"x3" Wide Flange Beams	5645163941	250.00
6467	11/15	11/06/2015	5180	52320	SCHLOSSER MACHINE INC.	1/4x6x6" FB	5645163941	20.00
Total 6467:								
6468	11/15	11/06/2015	6886	OCTOBER 2	Sinclair Television Group, Inc.	retransmission	4140562740	341.00
Total 6468:								
6469	11/15	11/06/2015	6965	9	Sofia Urrutia-Lopez	contract support tourism	0840562110	456.00
Total 6469:								
6470	11/15	11/06/2015	5460	OCTOBER 2	Sosnkowski & Cleaveland P.C.	Attorney Fees	0140162100	1,200.00
Total 6470:								
6471	11/15	11/06/2015	5510	8036554138	STAPLES CONTRACT & COMMERCIA	toner cartridges	0140162010	355.96
Total 6471:								
6472	11/15	11/06/2015	5650	137101	T & R ELECTRIC SUPPLY CO.	25 KVA Single Phase Pad Mount	5140563770	779.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
6472	11/15	11/06/2015	5650	137101	T & R ELECTRIC SUPPLY CO.	50 KVA Single Phase Pad Mount	5140563770	912.00
6472	11/15	11/06/2015	5650	137102	T & R ELECTRIC SUPPLY CO.	75 KVA Single Phase Pad Mount	5140563770	1,137.00
Total 6472:								2,828.00
6473	11/15	11/06/2015	5660	12292	TANNINEN REPAIR SERVICE LLC	Medic 92 Service	0540562441	814.62
6473	11/15	11/06/2015	5660	12293	TANNINEN REPAIR SERVICE LLC	brush 95 service	0540562441	842.17
Total 6473:								1,656.79
6474	11/15	11/06/2015	6070	941866	TWGW, INC MAPA AUTO PARTS	smart straw lubricant, dfill bit	5645163941	37.60
Total 6474:								37.60
6475	11/15	11/06/2015	6690	102915	WOOSLEY, KATHY	Reimburse Mileage	0140162020	46.00
Total 6475:								46.00
11061501	11/15	11/06/2015	3650	15100949	NATIONAL CABLE TELEVISION COOP.	Programming	4140562740	3,992.29
Total 11061501:								3,992.29
Grand Totals:								42,766.57

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-21010	.00	6,803.14-	6,803.14-
01-401-62010	430.90	.00	430.90
01-401-62020	46.00	.00	46.00
01-401-62082	2,705.00	.00	2,705.00
01-401-62094	23.00	.00	23.00
01-401-62100	1,200.00	.00	1,200.00
01-401-62110	11.00	.00	11.00
01-401-62120	236.80	.00	236.80
01-401-62552	693.12	.00	693.12
01-402-62075	346.50	.00	346.50
01-402-62090	247.50	.00	247.50
01-403-62870	465.20	.00	465.20
01-404-62540	62.46	.00	62.46
01-407-62630	108.66	.00	108.66
01-408-62025	227.00	.00	227.00
05-21010	.00	4,006.33-	4,006.33-
05-405-62024	790.00	.00	790.00
05-405-62060	693.31	.00	693.31
05-405-62063	40.00	.00	40.00
05-405-62351	434.92	.00	434.92
05-405-62439	391.31	.00	391.31
05-405-62441	1,656.79	.00	1,656.79
08-21010	.00	561.00-	561.00-
08-405-62110	456.00	.00	456.00
08-405-62160	55.00	.00	55.00
08-405-62170	50.00	.00	50.00
17-21010	.00	28.30-	28.30-
17-405-62551	28.30	.00	28.30
21-21010	.00	1,937.32-	1,937.32-
21-405-62070	1,892.32	.00	1,892.32
21-405-62560	45.00	.00	45.00
31-21010	.00	2,650.51-	2,650.51-
31-405-62070	2,650.51	.00	2,650.51
41-21010	.00	4,976.54-	4,976.54-
41-405-62740	4,976.54	.00	4,976.54
51-21010	.00	4,486.88-	4,486.88-
51-405-62110	80.07	.00	80.07
51-405-62190	1,000.00	.00	1,000.00

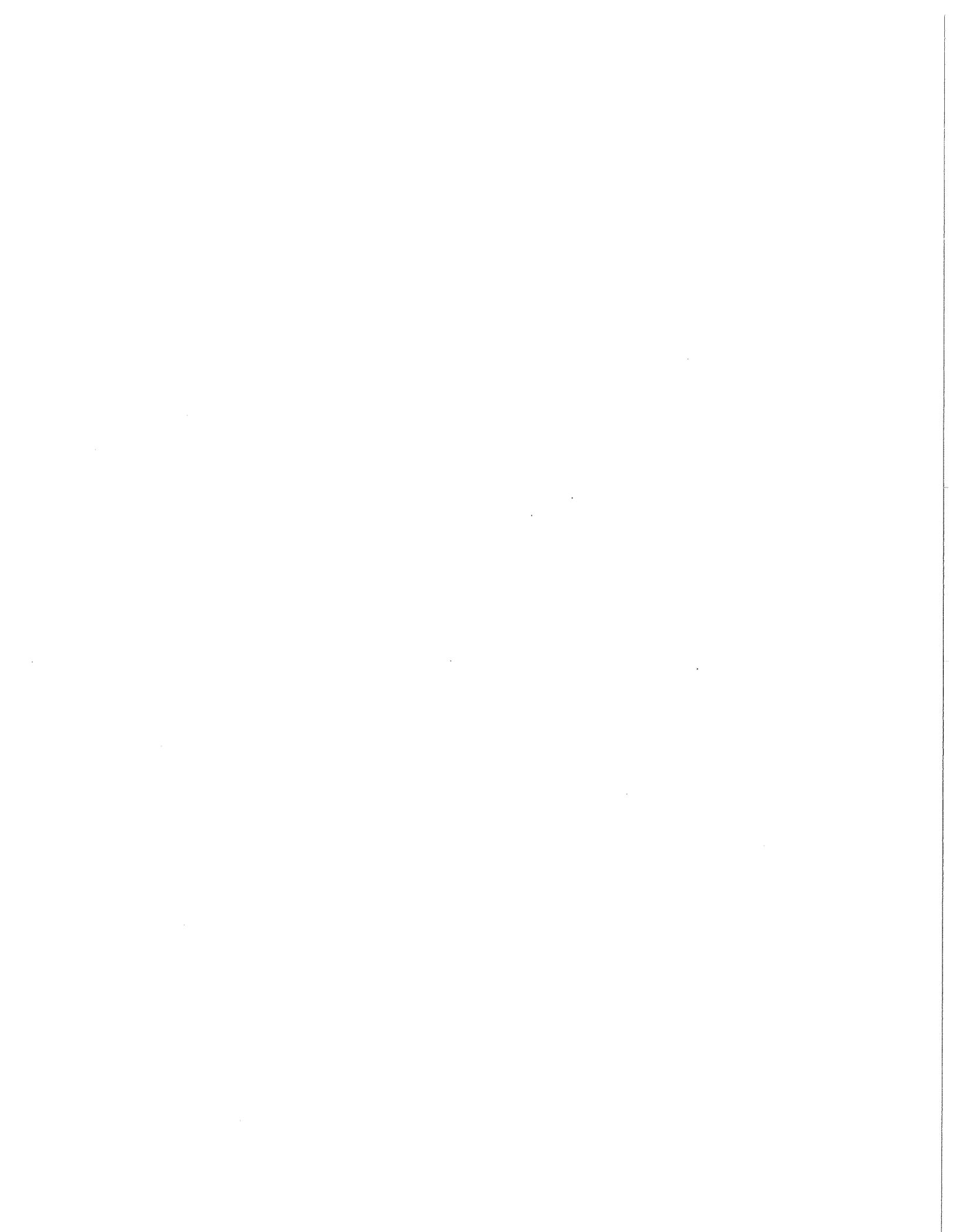
Check Issue Dates: 1/16/2015 - 1/16/2015

Nov 05, 2015 09:49AM

GL Account	Debit	Credit	Proof
51-405-62210	534.84	.00	534.84
51-405-62800	43.97	.00	43.97
51-405-63770	2,828.00	.00	2,828.00
56-21010	.00	17,316.55	17,316.55
56-451-63941	17,316.55	.00	17,316.55
Grand Totals:	42,766.57	42,766.57	.00

Report Criteria:

Report type: GL detail



STAFF REPORT

Date Prepared: 11/16/2015

For City Council Meeting on: November 23, 2015

TO: Honorable Mayor and City Council

PREPARED BY: Marianne Bump, Finance Officer

APPROVED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approve contract renewal with Columbia Credits, Inc. for collection services for the City's uncollectible utilities.

SYNOPSIS: The city entered into an agreement with Columbia Credits, Inc. in December of 2012 for collection services. The contract is up for renewal and staff is recommending that council authorize the mayor to renew for two more years.

CITY COUNCIL OPTIONS:

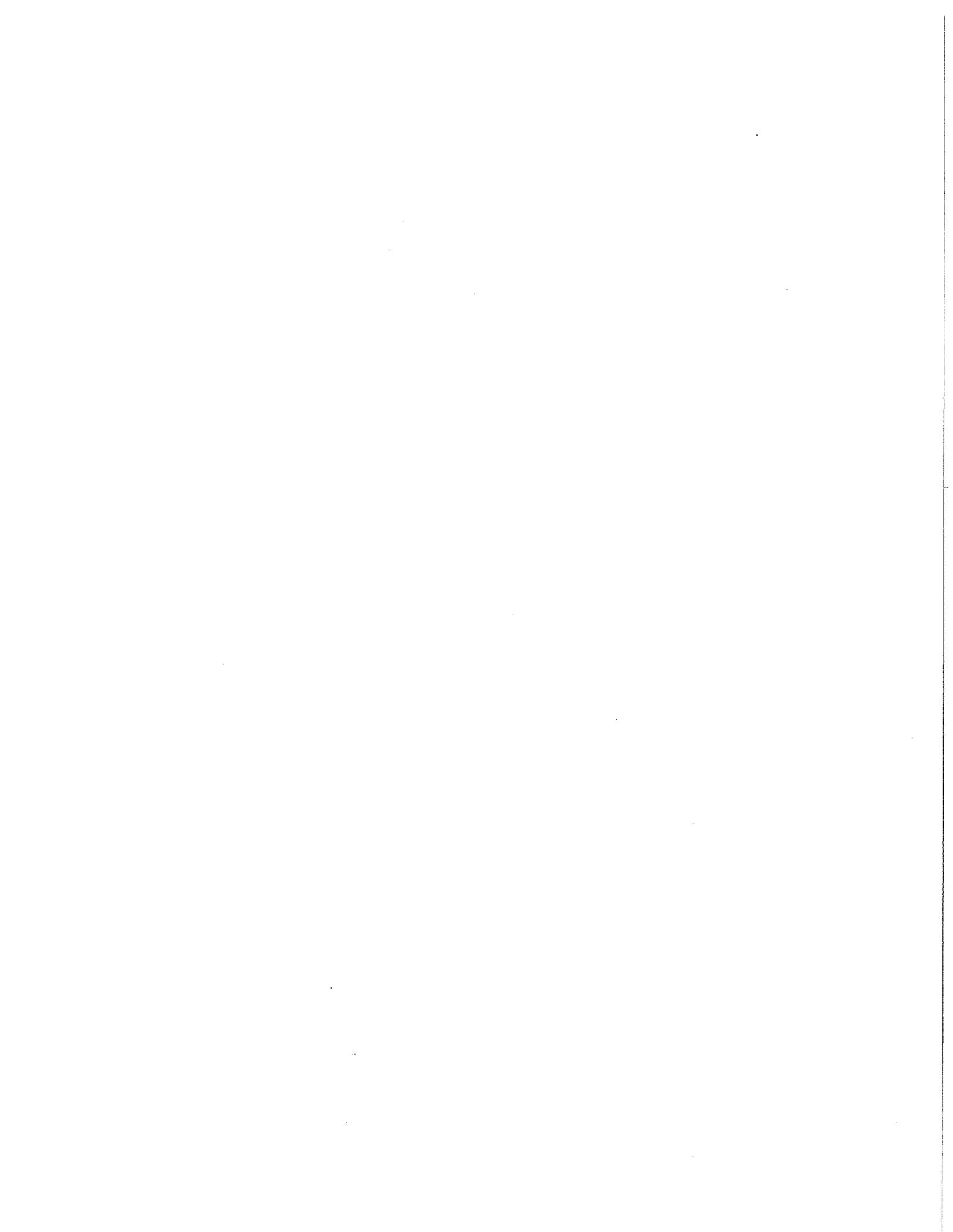
1. Authorize the Mayor to sign the contract amendment with Columbia Credits, Inc. to serve as the collection agency for City utilities.
2. Take no action at this time.
3. Provide another direction for staff.

RECOMMENDATION: City Council, by motion, authorizes the Mayor to sign a contract amendment with Columbia Credits, Inc. for collection services.

Legal Review and Opinion: The City's attorney has prepared the amendment for Columbia Credits, Inc.

Financial review and status: NA

BACKGROUND INFORMATION: In 3 years, 44 customers have been sent to collections, 6 customers have been collected, 2 customers are non-collectable for various reasons, and 36 are in process.



Kathy Woosley

From: Ruben Cleaveland <cleavelandr@yahoo.com>
Sent: Monday, April 27, 2015 3:16 PM
To: Kathy Woosley
Cc: 'Gordon Zimmerman'; 'Marianne Bump'
Subject: Re: Columbia Credits
Attachments: Columbia Credit PSK amendment.pdf

Dear Kathy,

I've reviewed the public contracting rules and keep coming up with a problem regarding such a perpetual contract. Contracts awarded under ORS 279B.065 (such as this one) have a maximum limit of \$10,000. This amount does not reset according to a fiscal year or otherwise. Thus, if we have the contract perpetual, we could very well exceed the maximum allowed amount. Because of that, we should keep the extensions but at the end of those periods, enter into a new contract. Perhaps we should even solicit three informal proposals for the new contract to allow for payments up to \$150,000 during the contract term.

Many cities adopt their own public contracting code in which the \$10,000 limit is for a given year. That would solve this problem but Cascade Locks does not have their own code. So, we are stuck with the state code.

In order to keep this as simple as possible, I have drafted an amendment in which the parties agree that the contract was extended. The terms of the contract do not state that an extension must be in writing. Because of that, I put in the amendment that it was extended by agreement of the parties as evidenced by continued work. This means the contract is still in operation and can be extended to 2017 in the next extension period. Plus it sets up a past practices agreement that the continuation of work is an agreed extension of the contract.

To address the termination issue, I added language that the contract could be terminated by either party by giving 30 days written notice.

The amendment is attached. Please advise if this is acceptable to the City and Columbia Credits. Thank you.

Sincerely,

Ruben D. Cleaveland
Attorney At Law
P.O. Box 1345
Hood River, OR 97031
(360) 609-3935

Sosnkowski & Cleaveland LLC.
Local Government and Municipal Law

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On Fri, 4/24/15, Kathy Woosley <kwoosley@cascade-locks.or.us> wrote:

Subject: Columbia Credits

To: "Ruben Cleaveland" <cleavelandr@yahoo.com>

Cc: "Gordon Zimmerman" <gzimmerman@cascade-locks.or.us>, "Marianne Bump" <mbump@cascade-locks.or.us>

Date: Friday, April 24, 2015, 4:53 PM

Hi Ruben, Marianne spoke to Steve with Columbia Credits. We need to renew the services agreement. Steve mentioned that they would prefer an automatic renewal with either party being able to terminate with something in writing.....Can we get this for next Council meeting?

Thanks, Kathy Woosley,

MMCPO Box 308 City of Cascade Locks, OR

97014 www.cascade-locks.or.us 541-374-8484

**FIRST AMENDMENT TO
CITY OF CASCADE LOCKS
COLLECTION SERVICES CONTRACT**

DATE: _____

PARTIES: City of Cascade Locks ("City")
P.O. Box 308
Cascade Locks, OR 97014

Columbia Credits, Inc. ("Contractor")
P.O. Box 1607
400 West Third Street
The Dalles, OR 97058

RECITALS

WHEREAS, Contractor was engaged to provide professional collection services for the City pursuant to Collection Services Contract (Contract) dated December 18, 2012;

WHEREAS, the Contract allows for extension for up to two two year terms for a total of four years beyond the original one year term upon agreement of both parties;

WHEREAS, the Contract was extended beyond the original one year term;

WHEREAS, the Contract allows for amendment in writing signed by both parties;

WHEREAS, the parties desire to amend the Contract to allow for termination upon notice by either party; and

WHEREAS, the amendment is within the scope of the procurement.

NOW, THEREFORE, BASED ON THE MUTUAL PROMISES OF THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

1. The Contract was extended by agreement of both parties by City providing accounts for collection and Contractor performing work on accounts provided. The current term of the Contract is set to expire December 18, 2015.
2. Section 14(e) of the Contract is amended to allow termination of the Contract by either party at the discretion of either party upon thirty (30) days' prior written notice to the other party.
3. All other terms and conditions of the Contract remain in full force and effect.

IT IS SO AGREED by the parties hereto as indicated by the signatures of their authorized representatives:

CONTRACTOR

CITY

By: _____
Title: _____

By: Gordon Zimmerman
City Administrator

Approved as to form:

By: Ruben Cleaveland
Asst. City Attorney

CITY OF CASCADE LOCKS
COLLECTION SERVICES CONTRACT

Handwritten signature and date: 12/18/2012

DATE: 12/18/2012

PARTIES: City of Cascade Locks ("City")
 PO Box 308
 Cascade Locks, OR 97014

 Columbia Credits, Inc. ("Contractor")
 PO Box 1607
 400 West Third Street
 The Dalles, OR 97058

RECITALS

Contractor is being engaged to provide professional collection services for the City. Contractor has been chosen by City to enter into this Contract pursuant to ors 279B.065 and Ordinance No. 305.

NOW, THEREFORE, BASED ON THE MUTUAL PROMISES OF THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

1. Contract Period. This Contract is effective as of the date first written above. Unless extended or terminated earlier in accordance with its terms, this Contract terminates one year after dated signed. This Contract may be extended for up to two two year terms for a total of four years beyond the original one year term upon agreement of both parties. Contract termination or expiration does not extinguish or prejudice City's right to enforce this Contract with respect to any default by Contractor that has not been cured.

2. Services.

a. Description of Work. Contractor shall perform the work (the "Work") as set forth in the Scope of Work attached as Exhibit A, which is incorporated by reference. Contractor shall perform the Work in accordance with the terms and conditions of this Contract. To the extent that the terms and conditions of this Contract and any attachments conflict, the following order of preference shall prevail:

- (1) this Contract
- (2) the exhibits to this Contract
- (3) the proposal
- (4) the request for proposal

Services which are provided that are subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 (as amended) shall be conducted in accordance with a Business Associate Agreement in form provided by the City and subject to approval by Contractor.

b. Enforcement of Underlying Rights of City. Contractor is specifically granted the right in any dispute, claim or controversy or action asserted against Contractor by an account debtor or third party related to a City account, to enforce any right the City may have to compel arbitration, or to prohibit a jury trial or class action.

c. City's Obligations. City will remain in material compliance with all applicable federal, state, and local laws, acts ordinances rules and regulations applicable to its accounts and performance under this Contract. City will only refer accounts for collection that represent a just debt due and owing, and that not subject to any valid defense, set-off or counterclaim, including that the account or the obligor on the account will not be subject to any bankruptcy proceeding, stay or discharge as of the time of referral. City will promptly inform Contractor in writing of any notice it receives concerning any bankruptcy filings by debtors of referred accounts. City will include accurate information, including information regarding the identity of the debtor and the balance of the account, with all accounts.

3. Consideration

- a. City shall compensate Contractor in accordance with the compensation schedule set forth in Exhibit A. Out-sourced expenses will be reimbursed only if City has authorized the out-sourced expense by written addenda. City will not pay Contractor for Work performed before the date this Contract becomes effective or after the termination of this Contract.
- b. Contractor shall remit all amounts due to the City in a timely manner on or immediately after the first and fifteenth of each month. The supporting detailed reports shall provide sufficient detail to meet the requirements of the City as determined by the City's Finance Director.
- c. For purposes of remitting funds, any payments received by Contractor that are in the form of a check shall be deemed collected ten business days after deposit. Any check that is returned to Contractor by the financial institution with the ten business day period shall be considered uncollected and not subject to remittance. All other payments received are deemed collected upon deposit. In the event that an instrument of payment is dishonored by a financial institution after remittance to the City, the Contractor has the right to bill the City for the sum of the dishonored funds.
- d. Contractor shall send the City an invoice for any fee due and include detail sufficient to support the amount due. City shall review all submitted invoices promptly and shall pay Contractor all undisputed amounts within 30 days of City's receipt of the invoice.
- e. City shall promptly notify Contractor of any payments received on behalf of a debtor on an assigned account from a source other than Contractor. Contractor shall include the payment in its subsequent invoice to City.

4. **Standard of Care.** Contractor shall provide services with the degree of skill and diligence normally employed by professionals performing the same or similar services at the time the services are performed. Contractor shall, at all times during the term of this Contract, be duly licensed to perform the Work, and if there is no licensing requirement, be duly qualified and competent.

5. Independent Contractor; Responsibility for Taxes and Withholding

- a. Contractor shall perform all Work as an independent contractor. The City reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product; however, the City may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
- b. Contractor understands and agrees that it is not an "officer", "employee", or "agent" of the City, as those terms are used in ORS 30.265.
- c. Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

6. Subcontracts, Successors, and Assignments

- a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract without City's prior written consent which may be withheld in its sole discretion. In addition to any other provisions City may require, Contractor shall include in any permitted subcontract under this Contract provisions to ensure that City will receive the benefit of subcontractor performance as if the subcontractor were the Contractor under this Contract. City's consent to any subcontract does not relieve Contractor of any of its duties or obligations under this Contract.
- b. This Contract is binding upon and inures to the benefit of the parties, their respective successors, and permitted assigns, if any.
- c. Contractor shall not assign, delegate or transfer any of its rights or obligations under this Contract without City's prior written consent.

7. **No Third Party Beneficiaries.** City and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or may be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons

unless the third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of the terms of this Contract.

9. Representations and Warranties.

a. Contractor's Representations and Warranties. Contractor represents and warrants to City that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession, (4) Contractor will, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work, and (5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty. The warranties set forth herein are in addition to, and not in lieu of, any other warranties provided.

10. Confidential Information.

a. Contractor acknowledges that it or its employees, subcontractors or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is the confidential information of City or City's clients. Any and all information provided by City and marked confidential, or identified as confidential in a separate writing, that becomes available to Contractor or its employees, subcontractors or agents in the performance of this Contract shall be deemed to be confidential information of City ("Confidential Information"). Any reports or other documents or items, including software, that result from Contractor's use of the Confidential Information and any Work Product (as defined below) that City designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Contractor) publicly known; (b) is furnished by City to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than City without the obligation of confidentiality; (e) is disclosed with the written consent of City; or (f) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to City under this Contract, and to advise each of its employees, subcontractors and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist City in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise City immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Contractor will at its expense cooperate with City in seeking injunctive or other equitable relief in the name of City or Contractor against any such person. Contractor agrees that, except as directed by City, Contractor will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at City's request, Contractor will turn over to City all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

Notwithstanding the provisions of a. and b. of this section, Contractor is authorized to report account information to any or all to the national credit reporting bureaus and make such other lawful disclosures as may be deemed necessary during the pursuit of location and/or asset information.

c. Injunctive Relief. Contractor acknowledges that breach of this Section 10, including disclosure of any Confidential Information, will give rise to irreparable injury to City that is inadequately compensable in damages. Accordingly, City may seek and obtain injunctive relief against the breach or threatened breach of this Section 10, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of City and are reasonable in scope and content.

d. Security. Contractor shall comply with all virus-protection, access control, back-up, password, and other security and other information technology policies of City when using, having access to, or creating systems for any of City's computers, data, systems, personnel, or other information resources.

11. Work Product and Intellectual Property.

a. All work product of Contractor created solely and exclusively for City under this Contract is the exclusive property of the City. Contractor waives and releases all rights relating to the use of the work under this Contract, including any rights arising under 17 U.S.C. § 106A. Reuse of work product by City or others for purposes outside the scope of work shall be without liability to Contractor.

b. Intellectual property rights include without limitation all patents, copyright, design rights and trademarks (whether registered or unregistered), data base rights, moral rights, skill and/or knowhow and other similar rights, whether existing now and/or in the future, wherever existing, if specifically designed for City, together with the right to apply for protection and/or extensions of the same and any goodwill relating thereto.

Any intellectual property rights belonging to Contractor or City, respectively, at the commencement of this Contract or developed during this Contract, shall remain at all times the respective party's property. Neither party will acquire any right, title and/or interest in the other party's intellectual property as a result of this Contract except the rights to use the other party's intellectual property for the purposes of carrying out this Contract during the term of this Contract, which right to use is hereby granted by each party to the other non-exclusive, non-transferable, royalty free license to its intellectual property for the sole purpose of, and to the extent necessary for, performing their respective obligations under this Contract. Neither party shall make any other use of the other party's intellectual property. Neither party shall, in the performance of this Contract, infringe the intellectual property rights of any person.

12. Indemnity.

a. **GENERAL INDEMNITY.** EACH PARTY SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE OTHER PARTY AND ITS OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST FOR ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (TOGETHER "LIABILITIES") RESULTING FROM OR ARISING OUT OF THE ACTS OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, AGENTS OR EMPLOYEES UNDER THIS CONTRACT, EXCEPT THAT NEITHER PARTY IS OBLIGATED TO INDEMNIFY THE OTHER TO THE EXTENT THE LIABILITIES RESULT FROM OR ARISE OUT OF THE OTHER'S NEGLIGENT ACTS OR OMISSIONS.

b. **PROFESSIONAL INDEMNITY.** CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF THE PROFESSIONALLY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, AGENTS OR EMPLOYEES IN THE PERFORMANCE OF THIS CONTRACT.

c. **CONTROL OF DEFENSE AND SETTLEMENT.** EACH PARTY SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IT IS OBLIGATED TO DEFEND UNDER SECTIONS 12.a OR 12.b; HOWEVER, NEITHER CONTRACTOR NOR ANY ATTORNEY ENGAGED BY CONTRACTOR SHALL DEFEND THE CLAIM IN THE NAME OF THE CITY, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE CITY OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE CITY ATTORNEY, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE CITY ATTORNEY, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE CITY, NOR SHALL CONTRACTOR SETTLE ANY CLAIM ON BEHALF OF THE CITY WITHOUT THE APPROVAL OF THE CITY ATTORNEY. THE CITY MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE CITY DETERMINES THAT CONTRACTOR IS PROHIBITED FROM DEFENDING THE CITY, OR IS NOT ADEQUATELY DEFENDING THE CITY'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE CITY DESIRES TO ASSUME ITS OWN DEFENSE.

13. **Insurance.** Contractor shall maintain in effect for the duration of this Contract the insurance as set forth in attached Exhibit B.

14. Default; Remedies; Termination.

a. **Default by Contractor.** Contractor is in default under this Contract if:

(i) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

(ii) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor has not obtained such license or certificate within fourteen (14) calendar days after City's notice or such longer period as City may specify in the notice; or

(iii) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and the breach, default or

failure is not cured within fourteen (14) calendar days after City's notice, or any longer period as City may specify in the notice.

b. City's Remedies for Contractor's Default. In the event Contractor is in default under Section 14.a, City may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

- (i) termination of this Contract under Section 14.e(ii);
- (ii) withholding all monies due for Work and Work Products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
- (iii) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
- (iv) exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default under Sections 14.a, then Contractor shall be entitled to the same remedies as if this Contract was terminated pursuant to Section 14.e(i).

c. Default by City. City is in default under this Contract if:

- (i) City fails to pay Contractor any amount pursuant to the terms of this Contract, and City fails to cure the failure within thirty (30) calendar days after Contractor's notice or any longer period as Contractor may specify in the notice; or
- (ii) City commits any material breach or default of any covenant, warranty, or obligation under this Contract, and the breach or default is not cured within thirty (30) calendar days after Contractor's notice or any longer period as Contractor may specify in the notice.

d. Contractor's Remedies for City's Default. In the event City terminates the Contract under Section 14.e(i), or in the event City is in default under Section 14.c and whether or not Contractor elects to exercise its right to terminate the Contract under Section 14.e(iii), Contractor's sole monetary remedy is (a) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred and interest within legal limits, and (b) with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Contractor. In no event is City liable to Contractor for any expenses related to termination of this Contract or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 14.d, Contractor shall pay immediately any excess to City upon written demand provided in accordance with Section 20.

e. Termination.

(i) **City's Right to Terminate at its Discretion.** At its sole discretion, City may terminate this Contract:

- (A) For its convenience upon thirty (30) days' prior written notice by City to Contractor;
- (B) Immediately upon written notice if City fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or
- (C) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the City's purchase of the Work or Work Products under this Contract is prohibited or City is prohibited from paying for such Work or Work Products from the planned funding source.

(ii) **City's Right to Terminate for Cause.** In addition to any other rights and remedies City may have under this Contract, City may terminate this Contract immediately upon written notice by City to Contractor, or at such later date as City may establish in the notice, or upon expiration of the time period and with the notice as provided in Section 14.e(ii)(B) and 14.e(ii)(C) below, upon the occurrence of any of the following events:

- (A) Contractor is in default under Section 14.a(i) because Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- (B) Contractor is in default under Section 14.a(ii) because Contractor no longer holds a license or certificate that is required for it to perform services under the Contract and Contractor has not obtained the license or certificate within fourteen (14) calendar days after City's notice or any longer period as City may specify in such notice; or
- (C) Contractor is in default under Section 14.a(iii) because Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and the breach, default or failure is not cured within fourteen (14) calendar days after City's notice, or any longer period as City may specify in such notice.

(iii) Contractor's Right to Terminate for Cause. Contractor may terminate this Contract with written notice to City as provided in Sections 14.e(iii)(A) and 14.e(iii)(B) below, or at such later date as Contractor may establish in the notice, upon the occurrence of the following events:

(A) City is in default under Section 14.c(i) because City fails to pay Contractor any amount pursuant to the terms of this Contract, and City fails to cure such failure within thirty (30) calendar days after Contractor's notice or any longer period as Contractor may specify in the notice; or

(B) City is in default under Section 14.c(ii) because City commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and City fails to cure the failure within thirty (30) calendar days after Contractor's notice or any longer period as Contractor may specify in the notice.

(iv) Return of Property. Except as provided in (f) below and to the extent permitted by law, upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to City all of City's property (including without limitation any Work or Work Products for which City has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such City property is expressed or embodied at that time. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless City expressly directs otherwise in the notice of termination. Upon City's request, Contractor shall surrender to anyone City designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products, to the extent permitted by law.

f. Canceled and Returned Accounts. Accounts canceled and returned to City will be canceled and returned without penalty or fee assessed to the City. In the event of termination for convenience by the City, or expiration of this Contract, accounts which have made payments within the six months prior to date of termination will not be canceled by the City for six months from date of termination; accounts that are in active payment plans will not be canceled until the later of (1) six months from date of termination, or (2) completion of the plan (provided that, if the debtor defaults in their payment plan more than six months after the date of termination, then Contractor shall cancel the account if the default is not cured within 30 days); accounts for which the City has approved legal action may not be canceled until the earlier of (1) full satisfaction of the account, including legal fees and costs, or (2) one year from the date of termination (provided that if an account is on an active payment plan, then Contractor need not cancel it after one year unless the debtor defaults on the payment plan and fails to cure the default within 30 days). All other accounts shall be returned by Contractor to the City within 30 days of notice of termination of the Contract. In the event of termination for cause, all accounts shall immediately be returned to the City. Notwithstanding the foregoing, this section does not apply to accounts that are in litigation.

15. Records Maintenance; Access; Confidential Information.

a. Records Maintenance; Access. Contractor shall maintain all financial records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in a manner that clearly documents Contractor's performance. Contractor acknowledges and agrees that City and its duly authorized representatives shall have access to the financial records and other books, documents, papers, plans, records of shipments and payments and writings of Contractor that are pertinent to this Contract, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all the financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or any longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later. City shall provide Contractor with no less than 10 days prior written notice of its intent to inspect records under this section.

b. Confidential Information. Contractor understands that Contractor may be privy to information that is confidential, proprietary or sensitive in nature, which information shall not be disclosed to any third party or person without the consent of the City, or at the City's discretion, either during the term of this Contract or after its termination. Any analysis or commentary provided by Contractor of a confidential or sensitive nature shall not be released or disclosed to any person without the consent of the City.

i. In the performance of this Contract, Contractor may have possession or access to documents, records or items that contain "Personal Identifiable Information: (PII) as that term is used in ORS 646A.602(11), including Social Security Numbers. Contractor shall protect PII from loss, theft and disclosure to unauthorized persons as required by the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628.

ii. Contractor shall report to the City, as promptly as possible, any breach of security, sue disclosure, theft, loss, or other unauthorized access of any document, record, compilation of information, or other item that contains PII to which the Contractor receives access, possession, custody or control in the performance of this Contract.

iii. Contractor shall ensure the compliance of its employees and agents with this section.

16. Compliance with Applicable Law. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract, including the Fair Debt Collection Practices Act, Federal Equal Credit Opportunity Act, and the Consumer Credit Protection Act, as amended. This Agreement incorporates the provisions required to be in an agreement of this type by ORS 279B.200 through 279B.235 (see Exhibit C).

a. Without limiting the foregoing, Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973 and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and to comply with the American with Disabilities Act (ADA) of 1990, as amended, ORS 659A, and all regulations and administrative rules established pursuant to those laws. Contractor agrees to comply with ADA in its employment and nondiscrimination practices, and that it shall perform its contractual obligations consistent with ADA federal and state requirements. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg)).

17. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall demonstrate its legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.

18. Force Majeure. Neither City nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of City or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

19. Time is of the Essence. Contractor agrees that time is of the essence under this Contract.

20. Notice. Except as otherwise expressly provided in this Contract, any communications between the parties or notices to be given under this Contract shall be given in writing, personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or City at the address, number or email address set forth in this Contract, or to any other addresses or numbers as either party may indicate pursuant to this Section 19. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against City, any notice transmitted by facsimile must be confirmed by telephone notice to City's Director of Personnel and Finance. Any communication or notice given by personal delivery shall be effective when actually delivered.

21. Severability. The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

22. Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

23. Governing Law; Venue; Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between City and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Hood River County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

24. Merger Clause; Waiver. This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind all parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of City to enforce any provision of this Contract shall not constitute a waiver by City of that or any other provision.

25. **Amendments.** No amendment to this Contract is effective unless it is in writing signed by the parties, and all approvals required by applicable law have been obtained before becoming effective.

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR


By: Steve Calver
Title: President

Facsimile number: 888-537-8870
Federal Tax Number: 93-0577910
Oregon/State Tax Number: 172838-5

CITY


Tom Cramblett
Council President

Scope of work—Exhibit A

City of Cascade Locks declares that they are a public body as outlined in ORS 174.109 and entitled to the provisions therein. On all accounts listed from effective date of this agreement, the City agrees to notify subject of the existence of the debt, stating that the debt will be assigned to the contractor and the amount of the collection fee that will be added to the debt as set forth in ORS 697.105. A copy of the notification will be retained by the City or provided to the Contractor at the time of account placement.

Contractor agrees to provide collection services at the rate of 35% of the total amount of the debt. Such fees will be added to the original amount of the claim and when collected, the original listed principal along with the collection fee outlined above will be remitted to the City. The contractor will bill the City for the earned collection fee.

Contractor will charge the consumer the statutory interest of 9% apr from the latter of the date of last service or the date of last payment. Contractor shall use earned interest as a negotiation tool when appropriate and reserves the right to retain any interest collected.

All payments whether received by the Contractor or made directly by the City will be applied 1/3 to the collection fee and 2/3 to the City's principal. Interest if collected will be credited last.

Services to be provided by Contractor shall include:

1. Initial notice and validation of the debt as required under the Fair Debt Collection Practices Act.
2. Telephonic contact with consumer when contact information is known.
3. Skip tracing services on accounts that have bad addresses and/or phone numbers.
4. Credit report accounts that remain in our office unpaid for more than 45 days.
5. Acquire credit reports and/or engage in other attempts to identify consumer assets when appropriate.
6. Administrate Bankrupt accounts including the filing of proof of claim and other required responses to the court.
7. Locate estate assets and appropriate claims.
8. File suit when it is deemed appropriate and necessary to effect collection. Legal actions taken may include:
 - a. Executions against wages, bank accounts or other assets.
 - b. Judgment debtor's examinations.
 - c. Securing liens on real property.
9. Provide periodic progress reports as may be required by the City.

EXHIBIT B
INSURANCE REQUIREMENTS

Contractor shall, at its own expense, at all times during the term of this contract, maintain in force:

1. A comprehensive general liability policy including coverage for contractual liability for obligations assumed under this contract, blanket contractual liability, products and completed operations and City's and contractor's protective insurance;
2. A professional errors and omissions liability policy; and
3. A comprehensive automobile liability policy including owned and non-owned automobiles, if applicable to the Work provided.

The coverage under each liability insurance policy shall be equal to or greater than the limits for claims made under the Oregon Tort Claims Act with minimum coverage of \$1,000,000 per occurrence (combined single limit for bodily injury and property damage claims). Provided, however, that coverage for professional errors and omissions liability may be for a minimum coverage of \$100,000. The coverage limits are subject to change in accordance with any changes in limits under the Oregon Tort Claims Act, or to the extent the City deems necessary to cover the City's liability in the absence of the Oregon Tort Claims Act.

Liability coverage shall be provided on an "occurrence" basis. "Claims made" coverage will not be acceptable, except for the coverage required by (2) above. The City shall be named as an additional insured (except for coverage required by 2 above).

Certificates of insurance acceptable to the City shall be filed with City prior to the commencement of any work by Contractor. Each certificate shall state that coverage afforded under the policy cannot be cancelled or reduced in coverage until at least 30 days prior written notice has been given to City. A certificate which states merely that the issuing company "will endeavor to mail" written notice is unacceptable.

EXHIBIT C
Relevant Provisions Of ORS Chapter 279B

279B.220 Conditions concerning payments, contributions, fees, withholding. Every public contract shall contain a condition that the Contractor shall:

(1) Make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the contract;

(2) Pay all contributions or amounts due to the Hospital Accident Fund from the Contractor or subcontractor directly in the performance of the contract;

(3) Not pay any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof on account of any labor or material furnished;

(4) Pay to the Department of Revenue all sums withheld from employees under ORS 31B.067.

279B.230 Condition concerning payment for medical care and providing workers' compensation.

(1) Every public contract shall contain a condition that the Contractor shall promptly, as due, make payments to any person, partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor of all sums that the Contractor agrees to pay for the services and amounts and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

(2) Every public contract shall contain a clause or condition that all subject employees working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126, [2003 c.794 §76c]

279B.235 Condition concerning hours of labor.

* * * * *

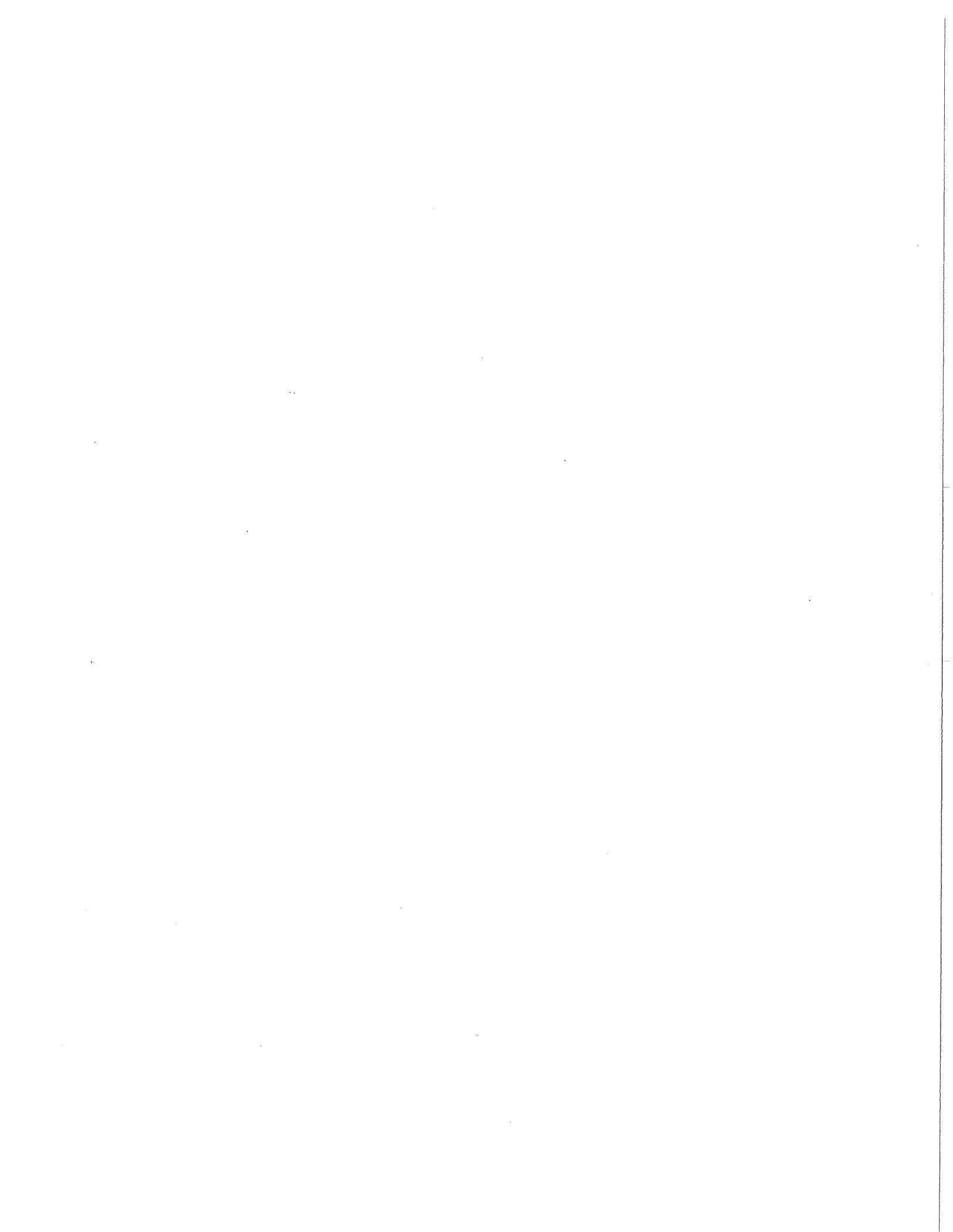
(2) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(3) In the case of contracts for personal services as described in ORS 279A.085, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 656.010 or 656.265 or under 29 U.S.C. 201 to 209 from receiving overtime.

* * * * *

(5) (a) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contract shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b) to (c) and for all time worked in excess of 16 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.



CASCADE LOCKS STAFF REPORT

Date Prepared: November 17, 2015

For City Council Meeting on: November 23, 2015

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approve Cycle Oregon Grant Application for Gorge Hubs

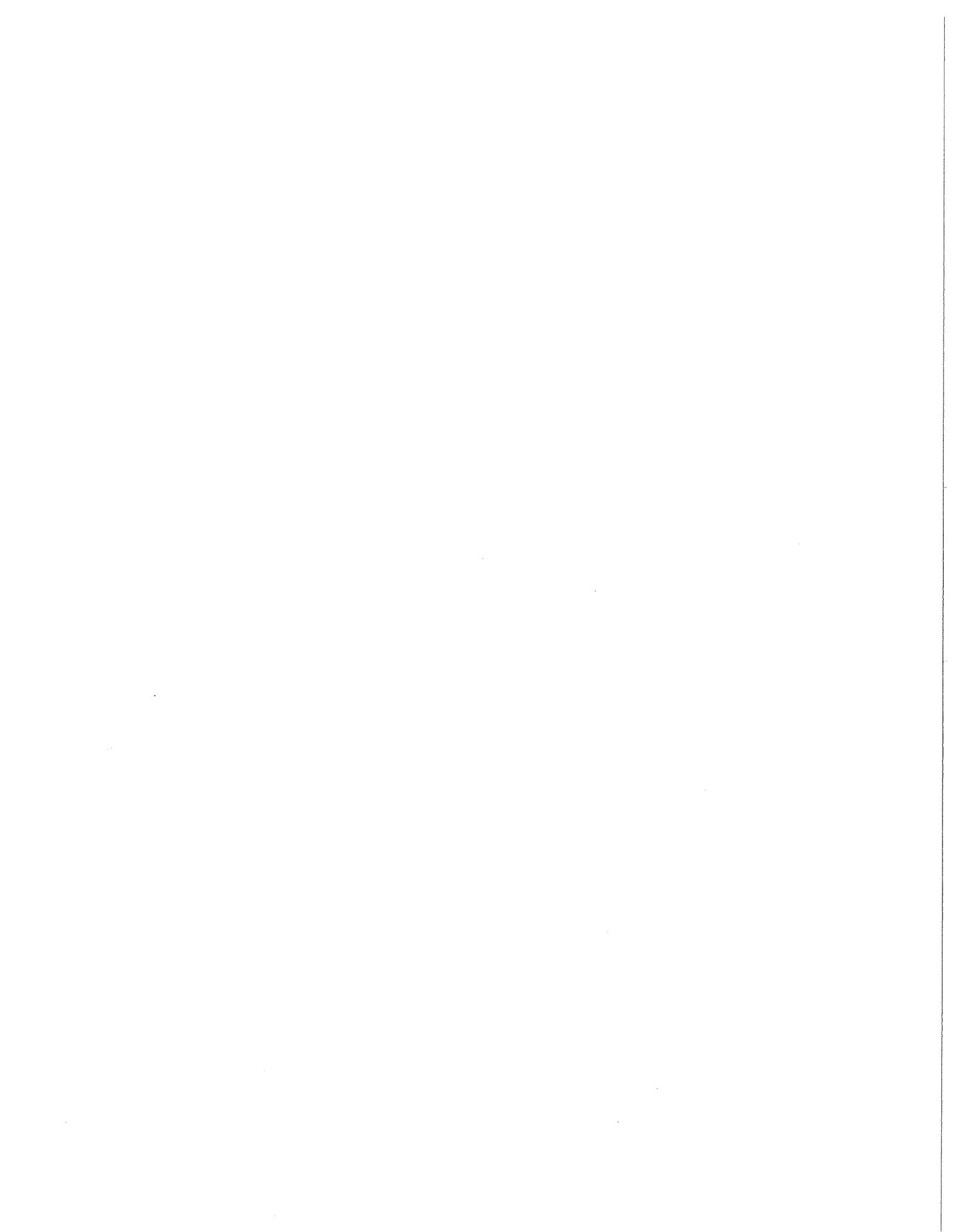
SYNOPSIS: With the completion of the Historic Columbia River Highway all the way from Troutdale east to the Wythe Exit 51, the City of Cascade Locks expects to have increased numbers of cyclists traveling through town. With the success of the movie "Wild" with Reese Witherspoon based on Cheryl Strayed's book, the number of Pacific Crest Trail hikers increased dramatically this year. With the success of our sailing activities and the attractions of waterfalls and the Bridge of the Gods, our pedestrian traffic over the bridge has increased almost tenfold. This Gorge Hub will provide valuable information to hikers, bikers, and tourists visiting Cascade Locks. This project fits with our downtown design plan because it enhances an already existing park which overlooks the Columbia River and Marine Park.

The Gorge Hubs project is a partnership of six Historic Columbia River Highway cities who are developing bike/pedestrian rest areas and welcome centers (Hubs) in their downtown cores to serve locals and visitors traveling along the Historic Columbia River Highway. Travel Oregon recently funded the design of a wayfinding panel that, once installed in each Hub, will serve as the anchor feature to create a cohesive and recognizable Hub trail system, will display maps of the HCRH State Trail, and will inform users about available local services and other recreational opportunities nearby. The City of Cascade Locks is requesting the funds necessary to create this key element of the Cascade Locks Hub.

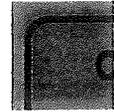
The City is asking for \$4000 for the construction and installation of the wayfinding panel. The \$2000 match is a soft match, meaning that we would be provide the labor to install the panel.

CITY COUNCIL OPTIONS: Approve or reject the application.

RECOMMENDED MOTION: "I move to approve the Cycle Oregon grant application for the Gorge Hubs Project."



Cycle Oregon Fund Grant Application



Date: November 16, 2015

Organization Submitting Application		City of Cascade Locks	
Organization receiving payment (if grant approved)		City of Cascade Locks	
Fiscal sponsor (if applicable)		N/A	
Mailing Address	PO Box 308		
City	Cascade Locks	State	Oregon
		Zipcode	97014
County	Hood River	Website	Cascade-locks.or.us
Phone #	541-374-8484	Fax #	541-374-8752
Executive Director or Board Chair			
First Name	Tom	Last Name	Cramblett
Title	Mayor	E-Mail	tcramblett@cascade-locks.or.us
Mission & Primary Activities	<p>With the completion of the Historic Columbia River Highway all the way from Troutdale east to the Wythe exit, the City of Cascade Locks expects to have increased numbers of cyclists traveling through town. With the success of the movie "Wild" with Reese Witherspoon based on Cheryl Strayed's book, the number of Pacific Crest Trail hikers increased dramatically this year. With the success of our sailing activities and the attractions of waterfalls and the Bridge of the Gods, our pedestrian traffic over the bridge has increased almost tenfold. This Gorge Hub will provide valuable information to hikers, bikers, and tourists visiting Cascade Locks. This project fits with our downtown design plan because it enhances an already existing park which overlooks the Columbia River and Marine Park.</p>		
Employer ID number (EIN)	93-6002134	Fiscal year: July 1 to June 30	
If your organization is a government agency, please indicate which level of government your agency falls under to the right.	<input checked="" type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> State <input type="checkbox"/> Other _____		

Project Contact Person	
Name	Gordon Zimmerman
Title	City Administrator
Phone	541-374-8484
E-mail	gzimmerman@cascade-locks.or.us
Project Description (2-3 sentences)	<p>The Gorge Hubs project is a partnership of six Historic Columbia River Highway cities who are developing bike/ped rest areas and welcome centers (Hubs) in their downtown cores to serve locals and visitors traveling along the Historic Columbia River Highway. Travel Oregon recently funded the design of a wayfinding panel that, once installed in each Hub, will serve as the anchor feature to create a cohesive and recognizable Hub trail system, will display maps of the HCRH State Trail, and will inform users about available local services and other recreational opportunities nearby. The City of Cascade Locks is requesting the funds necessary to create this key element of the Cascade Locks Hub.</p>

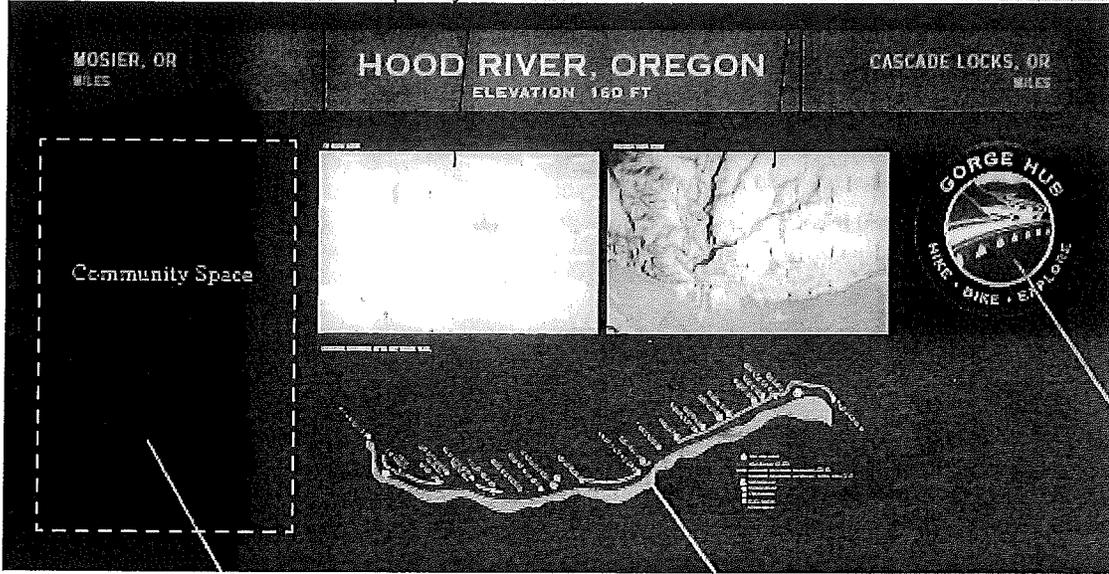
Key Project Components

(a snapshot of your project, including population to be served and measurable outcomes)

Wayfinding Panel: Backer panel: 96w x 48h x 1 1/2 thick, laminated wood. Community name: painted aluminum with vinyl text. Maps and logo: digital color print laminated to aluminum.

Population Served: Local and Visiting cyclists traveling on the Historic Columbia River Highway State Trail and traveling through the six Gorge Hubs communities.

Outcomes: Increased local and visitor awareness of the Historic Columbia River State Trail will substantially increase interest in cycling or walking the trail. The Hub wayfinding panel will be the interaction point between these cyclists and hikers and the communities' downtown cores, which will have a positive impact on local businesses. In 2013 Bicycle Recreation activities brought \$21 million to the Gorge area. Recreational cyclists have indicated that when the HCRH State Trail is completed, they will use the trail almost twice as frequently as in 2013.



What are the project dates (start and finish)?

Project start date: When Cycle Oregon funds are received.
Project Completion: Panel construction and installation will occur within 2-3 months after funds are received.

Which of Cycle Oregon's funding priorities are being addressed?

- Community Project
- Bicycle Safety & Tourism
- Environmental Conservation & Historic Preservation

Project Budget	Total project budget	Creation and Installation: \$6,000.00	Total requested	\$4,000.00
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With my signature I certify the following: (1) The above information is correct; (2) I am authorized by the governing board of this organization to submit this grant application to The Oregon Community Foundation; (3) this organization is in good standing with the IRS, retains its 501(c)(3) tax-exempt status, and is further classified as a public charity and *not* a private foundation; (4) this organization does not discriminate on the basis of race, color, religion, gender, gender identity or expression, sexual orientation, physical circumstances, age, status as a veteran, or national origin.

Tom Cramblett

Mayor

Name (printed) of head of organization

Title

Signature of head of organization (director or board chair)

Date

AGENDA ITEM NO: 5.c.

CASCADE LOCKS STAFF REPORT

Date Prepared: November 17, 2015

For City Council Meeting on: November 23, 2015

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approve EMS Request for Building Maintenance

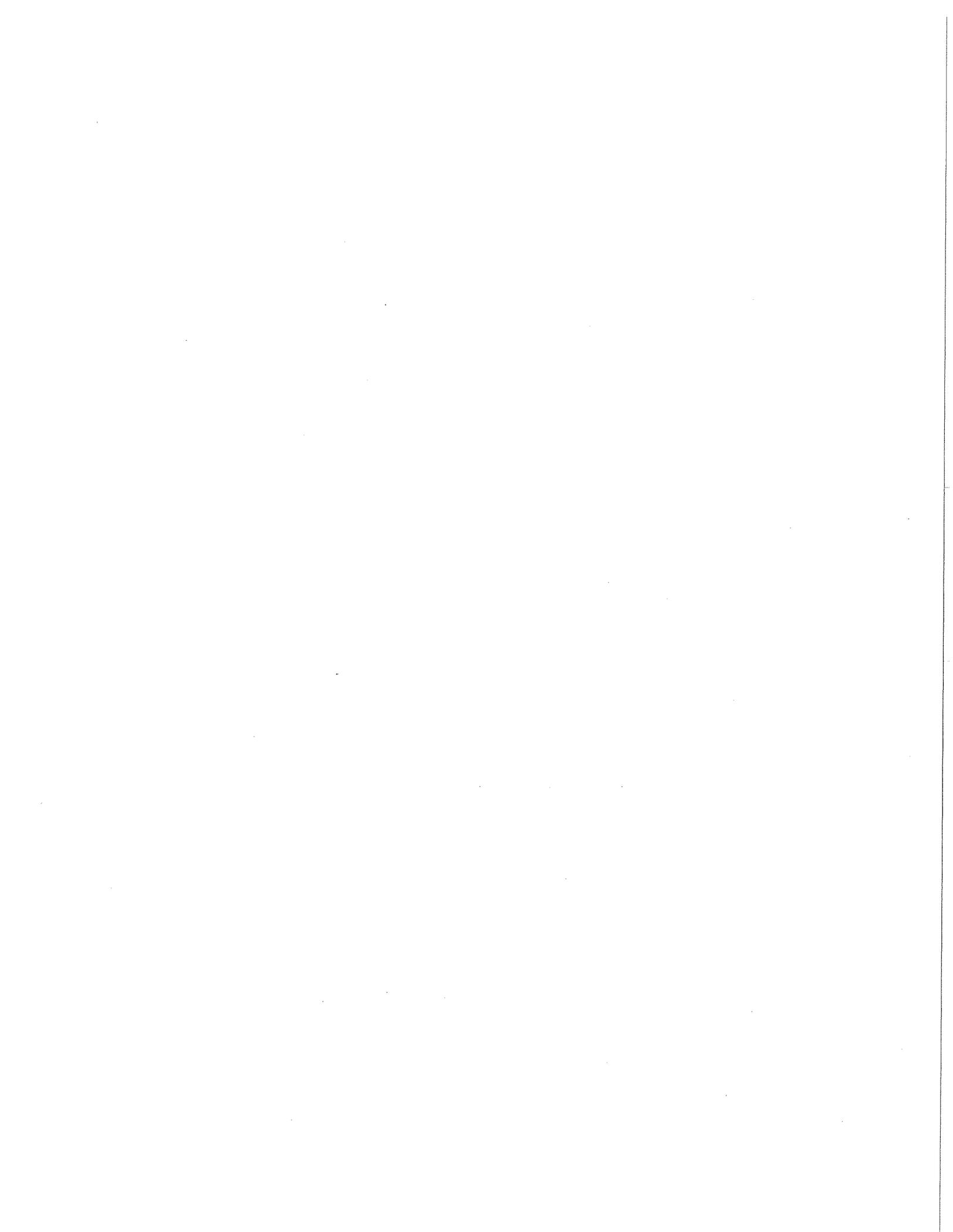
SYNOPSIS: The heat pump in the Fire Hall has failed. Please see the attached letter for the request from the EMS Building Maintenance Officer.

CITY COUNCIL OPTIONS: The letter outlines three options:

1. Total Rebuild: \$10,000+
2. Replace Heat Pump: \$4,033
3. Repair Compressor: \$3,069
4. Do nothing at this time, leaving the offices in the new Fire Hall with only space heaters.

RECOMMENDED MOTION: "I move to approve Option #2 to install a new heat pump in the Fire Hall."

FINANCIAL REVIEW: The budgeted line item can only cover a portion of this expense. If the Council approves this expense, the remaining line items must be closely monitored to reduce expenditures in those line items to stay within the materials and supplies category.



11-10-2015

City of Cascade Locks Council

Dear Council Members,

The Fire Station is in need of having our heat pump replaced or rebuilt. The HVAC contractor that the department normally uses came out on 07/29/2015 to trouble shoot the A/C. They found that the main outdoor compressor motor windings are shorted to ground. They checked our warranty with Lennox and found we had a 5 year warranty. The manufactured date of 02/2009 makes the heat pump is 7 years old. Below is a list of option for repairing the heat pump.

OPTION 1: Replace heat pump, indoor evaporator coil and flush line set. Includes environmentally friendly R410A refrigerant. R22 refrigerant is being phased out. There hasn't been any equipment manufactured with it for 2 years now and the price is sky rocketing. There is to be no R22 manufactured starting 2020. Actual cost to replace is over \$10,000.00.

OPTION 2: Install new heat pump (outdoor unit). Includes 5 year compressor warranty and 1 year warranty on all other parts. Material \$2754.00, Refrigerant 17# R22 \$714.00, Labor \$85/hr. (approx. 3-6 hours) \$510.00, Trip charge \$55.00. Total to replace heat pump \$4033.00 –

OPTION 3: This repair option is not the best idea due to possible other refrigerant component failure that may have caused compressor failure. They cannot check these devices without the unit running. Replace compressor, liquid filter, suction filter, contactor and dual capacitor (1 year compressor and parts warranty) Material \$1620.00, Refrigerant 17# R22 \$714.00, Labor \$85/hr. (approx. 6-8 hours) \$680.00, Trip charge \$55.00. Total estimate to repair \$3069.00

The above pricing is from Roth Heating & Cooling. Conner Heating & Cooling has the same pricing.

Sincerely,
Dennis Muilenburg
Cascade Locks Fire/EMS
Building Maintenance Officer.



7.6.



HOOD RIVER GARBAGE
3440 GUIGNARD, OR 97031
541-386-2272

October 29, 2015

City of Cascade Locks
140 SW Wa Na Pa
Cascade Locks, OR 97014

Attention:
Mayor Tom Cramblett
Council Members

Dear Mayor Cramblett and Council Members,

Hood River Garbage would like to respectfully request a rate adjustment averaging approximately .89% to help offset rising operational costs and disposal fees. We request this adjustment to be effective January 1, 2016. Some examples of these increases include but are not limited to, health care costs, environmental compliance, and fleet maintenance.

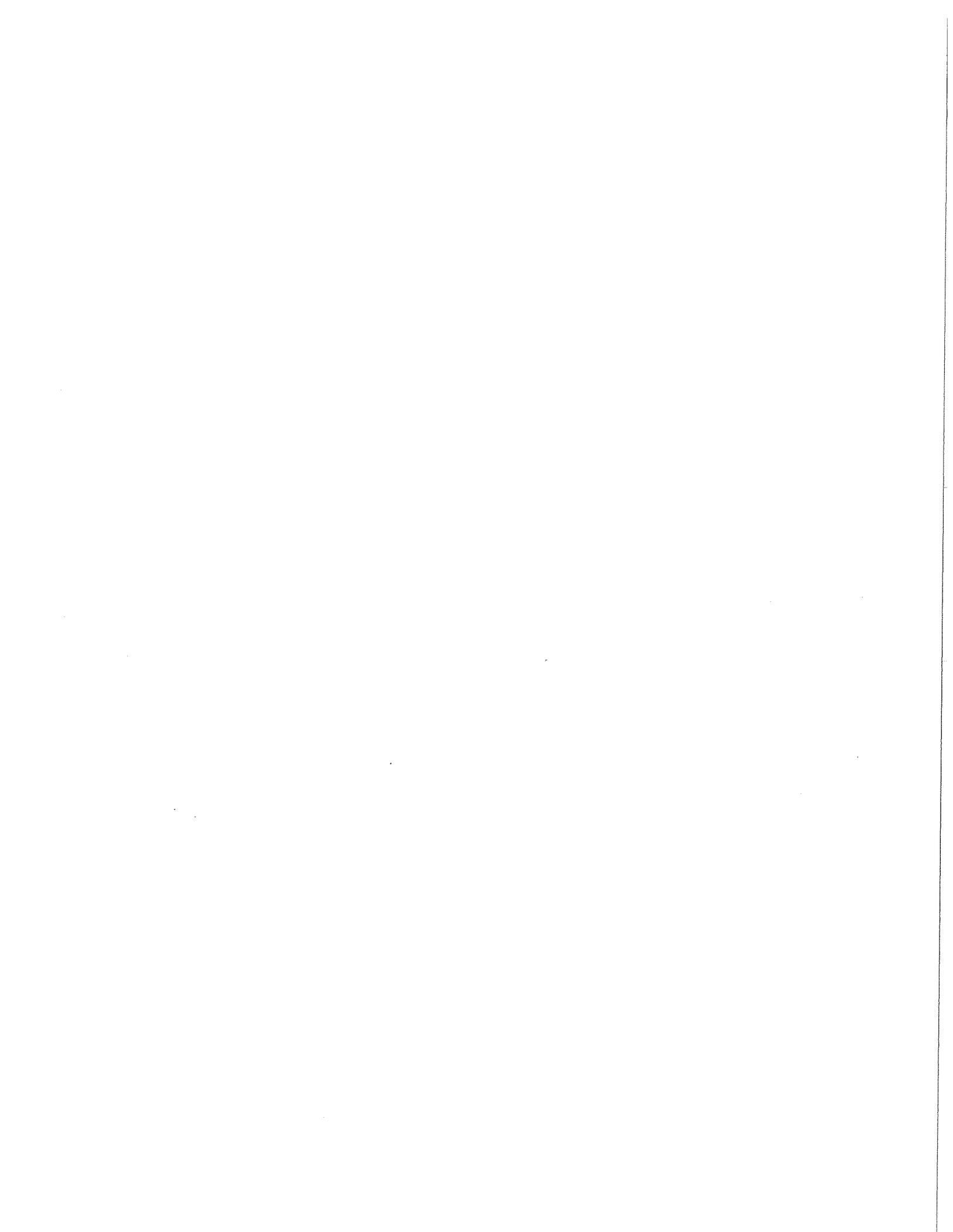
We use The Consumer Price Index (CPI) for the Standard Metropolitan Statistical Area (West-C) to benchmark our changes in operational costs. The most recent July to July comparison increased .89% and we believe this is a good indicator of our overall experience. The Wasco County Landfill anticipates increasing both its gate rate and the pass-through Household Hazardous Waste tax by .76% effective January 1st. We have incorporated these increases into the attached proposed rate schedule.

We would like to be scheduled on the City Council agenda at your earliest convenience to discuss our proposal. We appreciate the continued opportunity to provide the City Of Cascade Locks with high quality solid waste services.

Sincerely,

Erwin Swetnam
District Manager

Enclosure: Proposed Rate Sheets



CASCADE LOCKS GARBAGE CITY RATES

Proposed Increase January 1, 2016

	CURRENT RATE	0.76% Total LF Increase	0.89% Business Increase	0.00% Franchise Fee	TOTAL INCREASE	TOTAL RATE
RESIDENTIAL						
2 GALLON CAN						
Weekly						
- curbside	\$16.26	\$0.02	\$0.12	\$0.00	\$0.14	\$16.40
- carry out	\$21.73	\$0.02	\$0.17	\$0.00	\$0.19	\$21.92
* each addl 25 ft	\$3.09	\$0.00	\$0.03	\$0.00	\$0.03	\$3.12
EOW						
- curbside	\$12.82	\$0.01	\$0.10	\$0.00	\$0.11	\$12.93
- carry out	\$17.46	\$0.01	\$0.14	\$0.00	\$0.15	\$17.61
* each addl 25 ft	\$2.31	\$0.00	\$0.02	\$0.00	\$0.02	\$2.33
Monthly						
- curbside	\$8.75	\$0.01	\$0.07	\$0.00	\$0.08	\$8.83
- carry out	\$11.54	\$0.01	\$0.09	\$0.00	\$0.10	\$11.64
* each addl 25 ft	\$1.39	\$0.00	\$0.01	\$0.00	\$0.01	\$1.40
MINI 20 GALLON CAN						
Weekly						
- curbside	\$12.74	\$0.01	\$0.10	\$0.00	\$0.11	\$12.85
- carry out	\$16.78	\$0.01	\$0.13	\$0.00	\$0.14	\$16.92
* each addl 25 ft	\$3.09	\$0.00	\$0.03	\$0.00	\$0.03	\$3.12
EOW						
- curbside	\$10.66	\$0.01	\$0.09	\$0.00	\$0.10	\$10.76
- carry out	\$13.97	\$0.01	\$0.12	\$0.00	\$0.13	\$14.10
* each addl 25 ft	\$2.56	\$0.00	\$0.02	\$0.00	\$0.02	\$2.58

SPECIAL CHARGES

CASCADE LOCKS GARBAGE CITY RATES

Proposed Increase January 1, 2016

	CURRENT RATE	0.76% Total LF Increase	0.89% Business Increase	0.00% Franchise Fee	TOTAL INCREASE	TOTAL RATE
- overweight/full	\$4.09	\$0.00	\$0.03	\$0.00	\$0.03	\$4.12
- extra bag/box	\$4.09	\$0.00	\$0.03	\$0.00	\$0.03	\$4.12
- Washer/Dryer/Stove	\$11.82	\$0.00	\$0.11	\$0.00	\$0.11	\$11.93
- Water Heater	\$11.82	\$0.00	\$0.11	\$0.00	\$0.11	\$11.93
- Sofa/Chair	\$10.80	\$0.00	\$0.10	\$0.00	\$0.10	\$10.90
- Mattress	\$10.80	\$0.00	\$0.10	\$0.00	\$0.10	\$10.90
- return trip	\$9.14	\$0.00	\$0.08	\$0.00	\$0.08	\$9.22
- Recycle Bin replacem	\$20.63	\$0.00	\$0.18	\$0.00	\$0.18	\$20.81
- Account Set Up Fee	\$5.85	\$0.00	\$0.05	\$0.00	\$0.05	\$5.90
- NSF	\$30.72	\$0.00	\$0.27	\$0.00	\$0.27	\$30.99
- Delinquent Fee	\$13.31	\$0.00	\$0.12	\$0.00	\$0.12	\$13.43

Low Income/Elderly/Disabled persons (qualified by MCCA) will receive a \$3.00/month discount

CASCADE LOCKS GARBAGE CITY RATES
Proposed Increase January 1, 2016

	CURRENT RATE	0.76% Total LF Increase	0.89% Business Increase	0.00% Franchise Fee	TOTAL INCREASE	TOTAL RATE
COMMERCIAL						
2 GALLON CAN						
Weekly						
- curbside	\$16.26	\$0.02	\$0.12	\$0.00	\$0.14	\$16.40
- carry out	\$21.77	\$0.02	\$0.17	\$0.00	\$0.19	\$21.96
* each add 25ft	\$3.09	\$0.00	\$0.03	\$0.00	\$0.03	\$3.12
EOW						
- curbside	\$12.82	\$0.01	\$0.10	\$0.00	\$0.11	\$12.93
- carry out	\$17.46	\$0.01	\$0.14	\$0.00	\$0.15	\$17.61
* each add 25ft	\$2.31	\$0.00	\$0.02	\$0.00	\$0.02	\$2.33
Monthly						
- curbside	\$8.75	\$0.01	\$0.07	\$0.00	\$0.08	\$8.83
- carry out	\$11.54	\$0.01	\$0.09	\$0.00	\$0.10	\$11.64
* each add 25ft	\$1.39	\$0.00	\$0.01	\$0.00	\$0.01	\$1.40
SPECIAL CHARGES						
- overweight/full	\$4.09	\$0.00	\$0.03	\$0.00	\$0.03	\$4.12
- extra bag/box	\$4.09	\$0.00	\$0.03	\$0.00	\$0.03	\$4.12
- Washer/Dryer/Stove	\$11.82	\$0.00	\$0.11	\$0.00	\$0.11	\$11.93
- Water Heater	\$11.82	\$0.00	\$0.11	\$0.00	\$0.11	\$11.93
- Sofa/Chair	\$10.80	\$0.00	\$0.10	\$0.00	\$0.10	\$10.90
- Mattress	\$10.80	\$0.00	\$0.10	\$0.00	\$0.10	\$10.90
- White goods	\$11.82	\$0.00	\$0.11	\$0.00	\$0.11	\$11.93
- return trip	\$9.14	\$0.00	\$0.08	\$0.00	\$0.08	\$9.22
- Lock charge	\$3.64	\$0.00	\$0.03	\$0.00	\$0.03	\$3.67
- Access charge	\$3.64	\$0.00	\$0.03	\$0.00	\$0.03	\$3.67
- Recycle Bin replacem	\$20.63	\$0.00	\$0.18	\$0.00	\$0.18	\$20.81

CASCADE LOCKS GARBAGE CITY RATES

Proposed Increase January 1, 2016

	CURRENT RATE	0.76% Total LF Increase	0.89% Business Increase	0.00% Franchise Fee	TOTAL INCREASE	TOTAL RATE
- Account Set Up Fee	\$5.85	\$0.00	\$0.05	\$0.00	\$0.05	\$5.90
- NSF	\$30.72	\$0.00	\$0.27	\$0.00	\$0.27	\$30.99
- Delinquent Fee	\$13.31	\$0.00	\$0.12	\$0.00	\$0.12	\$13.43
1 - 1 1/2 Yd Containers						
- EOW	\$55.14	\$0.09	\$0.40	\$0.00	\$0.49	\$55.63
- 1XPW	\$98.52	\$0.19	\$0.69	\$0.00	\$0.88	\$99.40
- 2XPW	\$166.25	\$0.39	\$1.10	\$0.00	\$1.49	\$167.74
- 3XPW	\$231.17	\$0.58	\$1.48	\$0.00	\$2.06	\$233.23
2 - 1 1/2 Yd Containers						
- EOW						
- 1XPW	\$183.81	\$0.39	\$1.25	\$0.00	\$1.64	\$185.45
- 2XPW	\$367.65	\$0.77	\$2.51	\$0.00	\$3.28	\$370.93
- 3XPW	\$551.48	\$1.16	\$3.76	\$0.00	\$4.92	\$556.40
3 - 1 1/2 Yd Containers						
- EOW						
- 1XPW	\$269.11	\$0.58	\$1.82	\$0.00	\$2.40	\$271.51
- 2XPW	\$538.26	\$1.16	\$3.65	\$0.00	\$4.81	\$543.07
- 3XPW	\$807.33	\$1.73	\$5.47	\$0.00	\$7.20	\$814.53
4 - 1 1/2 Yd Containers						
- EOW						
- 1XPW	\$354.39	\$0.77	\$2.39	\$0.00	\$3.16	\$357.55
- 2XPW	\$708.87	\$1.53	\$4.78	\$0.00	\$6.31	\$715.18
- 3XPW	\$1,063.46	\$2.30	\$7.17	\$0.00	\$9.47	\$1,072.93
5 - 1 1/2 Yd Containers						
- 3XPW	\$1,319.13	\$2.88	\$8.88	\$0.00	\$11.76	\$1,330.89

CASCADE LOCKS GARBAGE CITY RATES

Proposed Increase January 1, 2016

	CURRENT RATE	0.76% Total LF Increase	0.89% Business Increase	0.00% Franchise Fee	TOTAL INCREASE	TOTAL RATE
1 - 2 Yd Containers						
- EOW	\$73.51	\$0.13	\$0.53	\$0.00	\$0.66	\$74.17
- 1XPW	\$131.36	\$0.26	\$0.91	\$0.00	\$1.17	\$132.53
- 2XPW	\$221.69	\$0.51	\$1.46	\$0.00	\$1.97	\$223.66
- 3XPW	\$308.24	\$0.77	\$1.98	\$0.00	\$2.75	\$310.99
1 - 3 Yd Containers						
- EOW	\$110.21	\$0.19	\$0.79	\$0.00	\$0.98	\$111.19
- 1XPW	\$197.05	\$0.39	\$1.37	\$0.00	\$1.76	\$198.81
- 2XPW	\$332.50	\$0.77	\$2.20	\$0.00	\$2.97	\$335.47
- 3XPW	\$462.36	\$1.16	\$2.97	\$0.00	\$4.13	\$466.49
SPECIAL CONTAINER CHARGES						
- Deliver Charge per cont	\$29.42	\$0.00	\$0.26	\$0.00	\$0.26	\$29.68
- Extra Loose ydgs	\$15.29	\$0.02	\$0.11	\$0.00	\$0.13	\$15.42
- Return Trip	\$9.90	\$0.00	\$0.09	\$0.00	\$0.09	\$9.99
- Access Charge	\$9.90	\$0.00	\$0.09	\$0.00	\$0.09	\$9.99
- Roll out over 15 ft	\$3.64	\$0.00	\$0.03	\$0.00	\$0.03	\$3.67
- Roll out over 20 ft	\$5.86	\$0.00	\$0.05	\$0.00	\$0.05	\$5.91
- Off day pu	\$7.20	\$0.00	\$0.06	\$0.00	\$0.06	\$7.26
- Rent-a-Bin (1.5 Yards)	\$63.68	\$0.05	\$0.52	\$0.00	\$0.57	\$64.25
- On Call Container (1.5 Yards)	\$31.36	\$0.05	\$0.23	\$0.00	\$0.28	\$31.64
- Mileage 15 miles RT from LF	\$3.30	\$0.00	\$0.03	\$0.00	\$0.03	\$3.33
COMPACTORS						
- Swap	\$142.06	\$0.00	\$1.26	\$0.00	\$1.26	\$143.32
- CP extra ydg	\$21.77	\$0.14	\$0.05	\$0.00	\$0.19	\$21.96
TOP BOXES						

CASCADE LOCKS GARBAGE CITY RATES

Proposed Increase January 1, 2016

	CURRENT RATE	0.76% Total LF Increase	0.89% Business Increase	0.00% Franchise Fee	TOTAL INCREASE	TOTAL RATE
- Delivery (per trip)	\$66.67	\$0.00	\$0.59	\$0.00	\$0.59	\$67.26
- Moving Fee (per trip)	\$66.67	\$0.00	\$0.59	\$0.00	\$0.59	\$67.26
- DB Swap	\$126.53	\$0.00	\$1.13	\$0.00	\$1.13	\$127.66
- Compactor Swap	\$136.87	\$0.00	\$1.22	\$0.00	\$1.22	\$138.09
- Excess weight (per trip)	\$68.26	\$0.00	\$0.61	\$0.00	\$0.61	\$68.87
- Ex miles(over 15m rt)	\$3.30	\$0.00	\$0.03	\$0.00	\$0.03	\$3.33
- Daily DM (over 96 hrs)	\$5.64	\$0.00	\$0.05	\$0.00	\$0.05	\$5.69
- Monthly DM (Max)	\$132.64	\$0.00	\$1.18	\$0.00	\$1.18	\$133.82
- Special DB (per day) lid/screen/winch	\$4.88	\$0.00	\$0.04	\$0.00	\$0.04	\$4.92
- Special DB (per month max)	\$147.03	\$0.00	\$1.31	\$0.00	\$1.31	\$148.34
- Waiting time (per min)	\$1.70	\$0.00	\$0.02	\$0.00	\$0.02	\$1.72
S tip fee per yard (loose)	\$15.18	\$0.06	\$0.08	\$0.00	\$0.14	\$15.32
S tip fee per yard (compacted)	\$21.45	\$0.14	\$0.04	\$0.00	\$0.18	\$21.63
ISC EQUIP RENTAL Per HOUR						
- Rear Loader	\$129.52	\$0.00	\$1.15	\$0.00	\$1.15	\$130.67
- Roll Off	\$114.26	\$0.00	\$1.02	\$0.00	\$1.02	\$115.28
- Extra Labor	\$29.87	\$0.00	\$0.27	\$0.00	\$0.27	\$30.14
- Labor OT	\$44.80	\$0.00	\$0.40	\$0.00	\$0.40	\$45.20

CASCADE LOCKS STAFF REPORT

Date Prepared: November 17, 2015

For City Council Meeting on: November 23, 2015

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Urban Growth Boundary Electric Rate

SYNOPSIS: The City Council asked for more information concerning power rates within the City, outside the City but in the Urban Growth Boundary, and outside the Urban Growth Boundary.

The Council asked to see the impact of the three rates in a given situation. The following examples use an average usage per month (1200 kw) and the customers' usage in the home at 114 SW Regulator.

Electric Rate Comparison

Residential Average User	kw	Base	Usage	Per Month	Annualized
City	1,200	\$ 9.90	\$ 84.60	\$ 94.50	\$ 1,134.00
Within UGB	1,200	\$ 12.65	\$ 84.60	\$ 97.25	\$ 1,167.00
Rural	1,200	\$ 18.20	\$ 112.44	\$ 130.64	\$ 1,567.68

114 Regulator

City	4,536	\$ 9.90	\$ 319.76	\$ 329.66	\$ 3,955.97
Within UGB	4,536	\$ 12.65	\$ 319.76	\$ 332.41	\$ 3,988.97
Rural	4,536	\$ 18.20	\$ 424.99	\$ 443.19	\$ 5,318.30

There is only a \$2.75 per month difference between a city home and a home within the UGB. This was the rate structure until September, 2013, when the Council passed a resolution eliminating the rural residential rate in favor of a rural rate that included South Bank.

The difference between inside the City and outside the city limits is that the outside does not pay property taxes. A \$100,000 assessed value home inside the City limits would pay \$270.50 annually for City property tax and \$1,170.85 for all other county taxes for all homes within the urban growth boundary. This totals \$1,441.35.

Since the property owner would only save \$270.50 annually, there is no incentive to annex their property into the City. The paperwork to annex into the City was provided in the last staff report. The application for annexation fee is \$1,200. The advantage to the City to have these homes annexed includes not only increased property taxes, but also increased per capita apportioned state revenue sharing such as the gas tax, liquor tax, and cigarette tax.

An additional issue is in play here. We currently supply single phase power to homes on Harvey Road. The homeowner has asked City Light to install an 800 amp three phase meter in their residence. This is usually a commercial load. The cost to install that level of service is estimated at \$10,000 which would be borne by the customer. If the home is to be used as a commercial enterprise, which would be a violation of a residential zone, the rates would be as follows:

Electric Rate Comparison

Commercial Average User	kw	Base	Usage	Per Month	Annualized
City	1,200	\$ 10.20	\$ 78.60	\$ 88.80	\$ 1,065.60
Within UGB	1,200	\$ 13.20	\$ 78.60	\$ 91.80	\$ 1,101.60
Rural	1,200	\$ 18.70	\$ 114.00	\$ 132.70	\$ 1,592.40

114 Regulator

City	4,536	\$ 10.20	\$ 297.09	\$ 307.29	\$ 3,687.43
Within UGB	4,536	\$ 13.20	\$ 297.09	\$ 310.29	\$ 3,723.43
Rural	4,536	\$ 18.70	\$ 430.89	\$ 449.59	\$ 5,395.06

Commercial rates while having a higher base rate have a lower usage rate.

CITY COUNCIL OPTIONS:

1. Leave Rates as they are
2. Return to rate structure as of September 2013 which included a rural UGB rate and which could require refunds to at least seven other residences who have paid the increased price in the intervening years

RECOMMENDED MOTION: This is a discussion item only at this time.