CITY of CASCADE LOCKS

AGENDA

CITY COUNCIL MEETING, Monday, July 24, 2017, 7:00 PM, CITY HALL

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

1. **Call to Order/Pledge of Allegiance/Roll Call.**
2. **Additions or amendments to the Agenda.** (The Mayor may add items to the agenda after it is printed and distributed only when required by business necessity and only after an explanation has been given. The addition of agenda items after the agenda has been printed is otherwise discouraged.)
3. **Adoption of Consent Agenda.** (Consent Agenda may be approved in its entirety in a single motion. Items are considered to be routine. Any Councilor may make a motion to remove any item from the Consent Agenda for individual discussion.)
   a. **Approval of July 10, 2017 Minutes.**
   b. **Ratification of the Bills in the Amount of $ 68,498.37.**
   c. **Proclamation: Drive Less.**
4. **Public Hearing:**
5. **Action Items:**
   a. **Appointment to Committees.** Planning Commission and Tourism Committee Vacancies
   b. **Second Reading and Adoption of Ordinance No. 444 Providing for the Reduction, Control, and Prevention of Loud and Raucous Noise within the City of Cascade Locks.**
   c. **Approve Resolution No. 1380 Establish Staff Spending Limits; and Repealing Resolution No. 1227.**
   d. **Approve Resolution No. 1381 Amending Section 5, B.1.a. of the Fiscal Policies.**
   e. **Approve Resolution No. 1382 Authorizing an inter-fund loan from the General Fund Contingency to the EMS Fund to cover the estimated Fund balance deficit in the amount of $20,000 for FY 2017-2018.**
   f. **Approve Energy Conservation Contract between BPA and Cascade Locks.**
   g. **Approve 2017 Fire Department Recruitment Plan.**
6. **Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community.** (Comments on matters not on the agenda or previously discussed.)
7. **Reports and Presentations.**
   a. **City Committees.**
   b. **City Administrator Zimmerman Report.**
8. **Mayor and City Council Comments.**
9. **Other matters.**
10. **Executive Session as may be required.**
11. **Adjournment.**

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

1. **Call to Order/Pledge of Allegiance/Roll Call.** Mayor Cramblett called the meeting to order at 7:00 PM. CM's Groves, Randall, Walker, Zerfing, and Mayor Cramblett were present. CM Fitzpatrick arrived at 7:27 PM. CM Busdieker was excused. Also present were City Administrator Gordon Zimmerman, City Attorney Ruben Cleaveland, City Recorder Kathy Woosley, Finance Officer Marianne Bump, Fire Chief Jessica Bennett, Camera Operator Betty Rush, and Brenda Wood.

2. **Additions or amendments to the Agenda.** City Administrator Zimmerman said he would like to add FC Bennett to the agenda after 7.a.

3. **Adoption of Consent Agenda.**
   a. Approval of June 26, 2017 Minutes.
   b. Ratification of the Bills in the Amount of $ 158,822.25.
   Mayor Cramblett read the list of items on the Consent Agenda. **Motion:** CM Groves moved, seconded by CM Randall, to approve the Consent Agenda. The motion passed unanimously by CM's Groves, Randall, Walker, Zerfing, and Mayor Cramblett.

4. **Public Hearing:** None.

5. **Action Items:**
   a. Appointment to Committees. None.
   b. First Reading Ordinance No. 444 Providing for the Reduction, Control, and Prevention of Loud and Raucous Noise with the City of Cascade Locks. Brenda Wood explained that she received a noise complaint against her from the resident living behind her business due to playing music at her 50/60's themed business. She said she has played this music for 1 ½ years and due to other circumstances that have taken place it is just now a problem. She said she hasn't received any more complaints and has since put her speakers inside a recycle bin which helps to deflect the music toward the street.

   City Administrator Zimmerman said the proposed ordinance will take out the decibel and use "reasonable". CM Randall said other communities are using this ordinance. CA Zimmerman said this is a model ordinance from the League of Oregon Cities. CM Walker said he questioned "reasonable" and agrees that it is too subjective. CA Cleaveland said "reasonable" is broad but is a standard in law. Mayor Cramblett said there are going to be more residential units with commercial so this is going to be coming up more. He said if Council finds something before the second reading and adoption at the next meeting those changes could be made. CM Zerfing said if you choose to live in area where there are businesses then you have to expect noise.

   City Administrator Zimmerman read the first reading of Ordinance No. 444.
   c. Resolution No. 1379 Adopting Revised Alcohol/Drug Use, Abuse, and Testing Policy. **Motion:** CM Zerfing moved, seconded by CM Walker, to adopt the revised alcohol/drug use, abuse, and testing policy. The motion passed unanimously by CM's Groves, Randall, Walker, Zerfing, and Mayor Cramblett.

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

7. **Reports and Presentations.**
   a. City Committees. None.
   b. Fire Chief Bennett (added). FC Bennett said she met with the State Fire Marshall, County Fire Marshall, and others around the State of Oregon to discuss the Eclipse Event and

visitors that would be traveling our freeways on August 17 through 21. She said she wants to make sure there is adequate staffing should the need arise and asked Council for consideration to pay volunteers $150-$200 per day to serve a 12 or 24 hour shift during that time. She said the money would be pulled from the overtime budgeted. Mayor Cramblett said he thought it was good to be proactive. CM Zerfing asked if volunteers would be available to pull those shifts. FC Bennett said she may have to schedule 12 hour shifts instead of 24 hour shifts. CM Walker said he thought it was a good idea and informed Council of the State Department of Transportation putting together a regional plan to include rapid response.

CM Fitzpatrick joined the meeting.

There was consensus of Council to allow volunteers to be paid to cover shifts during the upcoming Eclipse Event.

c. Fiscal Policy Review Discussion. City Administrator Zimmerman explained the policy for procurement and staff spending limits. CM Zerfing said the staff spending limits should be increased. He said he's been on the other side and knows how crippling it is to not be able to take care of business. CM Groves said there has to be some control and has witnessed spending get out of hand. She said people have abused the authority and that is why these spending limits were put into place. CM Zerfing said everything costs at least twice as much as when these spending limits were put into place. He suggested at least $5,000 for the City Administrator and an increase for the City Recorder and Finance Officer to match the other Department Heads. Mayor Cramblett said this Council has held a hard line on fiscal responsibility. CA Cleaveland said Council should take "trustworthy" out and ask themselves what amount would have to be spent that they want to know about. CM Walker asked how many times it has been a problem for City Administrator Zimmerman to poll Council when something exceeded his limit. City Administrator Zimmerman said a vehicle has had to sit awhile longer for repairs. **Motion**: CM Walker moved, seconded by CM Randall, to increase the City Recorder and Finance Officer spending limit to $1,000 and revisit the City Administrator spending limit in January during the annual review of the Financial Policies. The motion passed with CM's Groves, Randall, Fitzpatrick, Walker, and Mayor Cramblett voting in favor. CM Zerfing opposed.

d. Charter Review Discussion. City Administrator Zimmerman explained that a Charter Review process can be just the Council or a citizen committee can be established. He said one of the items to consider for the Charter is how elections will be handled. Mayor Cramblett said he wanted the Charter Review to be Council only and did not want it to become a big mess. He said this Council has been fiscally responsible and held the line. He said he would like something put into the Charter to require a portion of excess revenues be put to a determined use and not go into the general fund to be spent on anything and everything. He said he believes there will be a surplus in the water and power departments. Mayor Cramblett said the State gives the City $70,000 a year for streets and that money gets put into the general fund and used for administration and other things. City Administrator Zimmerman said that money goes into the street fund and is used for street fund projects. He said it does not go into the general fund. He explained that future Councils will be handcuffed if something like this would be put into the Charter. He said the Council and Budget Committee are responsible for the budget and they should be able to determine where money is spent. CM Randall asked what the money would be used for if there was a windfall in water. City Administrator Zimmerman said that the Council and Budget Committee would figure that out in the budget. Mayor Cramblett argued if there were money set aside as set by Charter then that money could be used to leverage grants.

City Recorder Woosley asked for consideration of changing the restriction of no increases in taxes, charges, or fees. She explained that in the last two years there have been approximately 60 houses built on the 2008 fee schedule for System Development Charges. She said the City has lost thousands and thousands of dollars by not being allowed to increase those fees. She said those fees are paid by developers not by our citizens, however, the citizens will be paying increased rates for the repairs to the water and sewer systems. CA Cleveland said the City would have to go through State required methodology to increase the System Development Charges. City Administrator Zimmerman said we would have to consider the cost of that. Mayor Cramblett said the Council would have to get the word out to the citizens just like when the EMS fee went to the voters and passed.

City Zimmerman said you have to trust the citizens that elected you to elect future Councilors to do what is best for the City. He said it would not be right to "hog tie" future Council. He said you have to allow Council to move money around to get the jobs done that need done. City Administrator Zimmerman said that is Council's responsibility during budget. CM Fitzpatrick said anything put in the Charter could be taken out. City Administrator Zimmerman said it would have to happen at a general election and you could be cutting your own throat if there is a downturn. CM Randall said the Council can set money aside without it being in the Charter. Mayor Cramblett explained that not all Councilors will be fiscally responsible. He said this Council has the ability to lock in money and at least there would be money set aside in whatever we choose. City Administrator Zimmerman said that is not good government.

CM Walker said the Charter should be reviewed for the election issue and there should be a committee as in the past. CA Cleaveland said the Council would be throwing away money if the public isn't interested.

CA Zimmerman said this issue is already dealt with in the Fiscal Policies. He said the street fund money received by the State of Oregon goes into the City's Street Fund and used for street expenditures. Mayor Cramblett said it was his idea to review the Charter and look for opportunities to put excess funds into a designated fund. CM Walker said this is politics and democracy and you have to let the people decide. Mayor Cramblett argued that citizens would be voting on any changes in the Charter. CM Zerfing said citizens will elect the next Council and they will get in the same place and in the same way. He said Council should be making those decisions. He said Cascade Locks is changing rapidly and we don't know what would be needed in the next four years. He agreed that future Councils should not be tied down. Mayor Cramblett said this Council is fixing the present systems and the rates are going to fall on the laps of the citizens. He said the potential businesses can pay a portion into a "Rainy Day" Fund. City Administrator stated that the rate structures and budget process takes care of that.

CA Cleaveland said he could work on clarifying the election process in the Charter and the SDC increase would require an engineering study. City Administrator Zimmerman said there would be time to do that since the next general election isn't until November 2018.

e. Municipal Court Discussion. City Administrator Zimmerman said he and CA Cleaveland have spoken to Judge Harvey about Justice Court handling the Municipal Court cases. He said the County is reviewing that. City Administrator Zimmerman said that the City either has to find a Municipal Judge or ask the County to take over. There was consensus of Council to move forward with pursing the County to process the City's Municipal Court cases.

f. City Administrator Zimmerman Report. City Administrator Zimmerman gave his report. He said he received a noise waiver request from Kathy Woosley and asked Council if they

would consider a waiver. There was consensus of Council to allow the noise waiver. City Administrator Zimmerman said the City of Gresham has offered a Chevy Suburban Command Vehicle with 60,000 miles on it to the City Emergency Services Department for free. Council decided that another vehicle was not needed at this time but to thank the City of Gresham for the offer.

8. **Mayor and City Council Comments**. CM Walker said there were a lot of people in town for the fourth of July and said that this would be a large money making opportunity. He said he is happy to hear that we can go to bid on the water project. CM Fitzpatrick said this water project has been going on for a long time and glad to see it finally moving forward. He said the fireworks show was fantastic. He said appreciated the Mayor's comments regarding the Charter but need to find a way to achieve the same without putting it in the Charter. CM Randall thanked the Mayor for bringing up Charter Review and deficiencies. He also thanked CR Woosley for informing them of lost revenue. CM Groves said the fireworks were outstanding. She thanked the Fire Department for their help in getting people out of the park. She said she thought it was more organized this year. She thanked the City, Port, and Vendors for donations toward the fireworks. CM Groves said there should be some way to collect money from people that come to watch the fireworks. She said there is a large amount of garbage left in the park. She thanked the Port Staff and volunteers that help clean up the park after the 4th. Mayor Cramblett repeated his idea for setting money aside through the Charter. He said the Council can make a reasonable argument in favor of increasing the SDC's.

9. **Other matters**. None.

10. **Executive Session.** None.

11. **Adjournment**. **Motion**: CM Walker moved, seconded by CM Randall, to adjourn. The motion passed unanimously by CM's Groves, Randall, Fitzpatrick, Walker, Zerfing, and Mayor Cramblett. The meeting was adjourned at 9:22 PM.

Prepared by
Kathy Woosley, City Recorder

APPROVED:

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Tom Cramblett, Mayor

BLANKET VOUCHER APPROVAL

PAGE NO. 1

DEPARTMENT: CITY OF CASCADE LOCKS
COVER SHEET AND SUMMARY

DATE:	DESCRIPTION:	AMOUNT:
7/7/2017	PR	$ 39,322.26
7/14/2017	A/P	$ 29,176.11
	GRAND TOTAL	$ 68,498.37

APPROVAL:

_____
Mayor

Report Criteria:
Report type: GL detail

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
8452	07/17	07/14/2017	6945	111642	4COM, Inc.	programming	4140562740	148.38
Total 8452:								148.38
8453	07/17	07/14/2017	6966	01410018RG	American Messaging	Paging Service	5140562110	7.50
Total 8453:								7.50
8454	07/17	07/14/2017	4910	100049004 7	Antonio Munoz	Refunding overpayment of sewer-has se	3130540310	98.37
Total 8454:								98.37
8455	07/17	07/14/2017	7034	814	Bernadette Murray-Macioce	Tourism Staff Support	0840562110	760.00
Total 8455:								760.00
8456	07/17	07/14/2017	370	57659	BIO-MED TESTING SERVICE	Drug Testing	0540562063	80.00
Total 8456:								80.00
8457	07/17	07/14/2017	6834	070617	Brad Lorang	Energy Efficient Rebate-Condtioner	5140562140	500.00
Total 8457:								500.00
8458	07/17	07/14/2017	580	JULY 2017	CARR, SHIRLEY	Brochure Delivery	0840562101	500.00
Total 8458:								500.00
8459	07/17	07/14/2017	6979	JUNE 2017	Cartomation, Inc.	GIS Service for City	5140562190	1,000.00
Total 8459:								1,000.00
8460	07/17	07/14/2017	670	100001500 7	CASCADE LOCKS LIGHT CO.	Fire Station	0540562439	576.17
8460	07/17	07/14/2017	670	100003500 7	CASCADE LOCKS LIGHT CO.	Res. No 2	2140562070	28.30
8460	07/17	07/14/2017	670	100030200 7	CASCADE LOCKS LIGHT CO.	Pump Lift Station	3140562070	28.44
8460	07/17	07/14/2017	670	100038200 7	CASCADE LOCKS LIGHT CO.	Well House	2140562070	2,073.53
8460	07/17	07/14/2017	670	100379100 7	CASCADE LOCKS LIGHT CO.	Treatment Plant	3140562070	2,400.26

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
8460	07/17	07/14/2017	670	100381300 7	CASCADE LOCKS LIGHT CO.	Warehouse	2140562070	32.06
8460	07/17	07/14/2017	670	100381300 7	CASCADE LOCKS LIGHT CO.	Warehouse	3140562070	32.06
8460	07/17	07/14/2017	670	103742700 7	CASCADE LOCKS LIGHT CO.	Wasco Creek Lift Station	3140562070	79.08
8460	07/17	07/14/2017	670	200120000 7	CASCADE LOCKS LIGHT CO.	Cemetery Water	1740562551	28.30
8460	07/17	07/14/2017	670	300155100 7	CASCADE LOCKS LIGHT CO.	Main Lift Station	3140562070	754.68
8460	07/17	07/14/2017	670	300155900 7	CASCADE LOCKS LIGHT CO.	Museum	0140762630	137.13
8460	07/17	07/14/2017	670	300171800 7	CASCADE LOCKS LIGHT CO.	Mall Lighting	5140562800	40.40
8460	07/17	07/14/2017	670	300183900 7	CASCADE LOCKS LIGHT CO.	Moody Lift Station	2140562070	29.41
8460	07/17	07/14/2017	670	301961200 7	CASCADE LOCKS LIGHT CO.	Bike Path	0140162552	11.38
8460	07/17	07/14/2017	670	600135000 7	CASCADE LOCKS LIGHT CO.	City Hall Utilites	0140162552	567.84
8460	07/17	07/14/2017	670	600136900 7	CASCADE LOCKS LIGHT CO.	87 Ruckle	3140562070	35.02
8460	07/17	07/14/2017	670	600149800 7	CASCADE LOCKS LIGHT CO.	City Hall Irrigation	0140162552	123.53
8460	07/17	07/14/2017	670	601369800 7	CASCADE LOCKS LIGHT CO.	Radio Tower	0540562439	87.23
8460	07/17	07/14/2017	670	SSS 7/17	CASCADE LOCKS LIGHT CO.	Senior Sewer Subsidy	0140862025	249.70
Total 8460:								7,314.52
8461	07/17	07/14/2017	940	JUNE 2017	CITY OF SPRINGFIELD	Ambulance Billing Service	0540562111	80.00
Total 8461:								80.00
8462	07/17	07/14/2017	1120	A166176	COLUMBIA HARDWARE, LLC	push brooms	2140562560	55.38
8462	07/17	07/14/2017	1120	B173768	COLUMBIA HARDWARE, LLC	weed & feed, nozzle	0540562440	25.88
8462	07/17	07/14/2017	1120	B174188	COLUMBIA HARDWARE, LLC	goo gone cleaner	0540562440	4.98
Total 8462:								86.24
8463	07/17	07/14/2017	7009	IR152297	D.P. Nicoli, Inc.	steel plate	5141562009	1,003.57
8463	07/17	07/14/2017	7009	IR152662	D.P. Nicoli, Inc.	equipment rental for Eagle Creek job	5141562009	337.50
Total 8463:								1,341.07
8464	07/17	07/14/2017	1540	61158-06301	DMV SERVICES STATE OF OREGON	Driving Records	0540562110	1.50
Total 8464:								1.50
8465	07/17	07/14/2017	1620	1509	EFFICIENCY SERVICES GROUP, LLC	BPA Program Services June 2017	5140562139	750.00
Total 8465:								750.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
8466	07/17	07/14/2017	1670	2017-3186	EMERGENCY REPORTING	2017-18 Yearly Invoice	0540562113	2,888.00
Total 8466:								2,888.00
8467	07/17	07/14/2017	2570	61417 - FD	HOOD RIVER NEWS	EMS FT Paramedic Classified Ad	0540562030	340.00
8467	07/17	07/14/2017	2570	6171007	HOOD RIVER NEWS	Notice of Budget Hearing	0140162030	84.00
Total 8467:								424.00
8468	07/17	07/14/2017	2980	105055	L.N. CURTIS & SONS	ambiant aircheck air analysis	0540562440	1,676.00
Total 8468:								1,676.00
8469	07/17	07/14/2017	3050	2017-200204	LEAGUE OF OREGON CITIES	Annual Membership	0140162030	1,018.75
8469	07/17	07/14/2017	3050	71217	LEAGUE OF OREGON CITIES	Annual Conference Registration	0140862020	375.00
Total 8469:								1,393.75
8470	07/17	07/14/2017	3070	1500474603	LES SCHWAB TIRE CENTER	Rotate and align tires on 2014 Dodge	2140562441	79.95
Total 8470:								79.95
8471	07/17	07/14/2017	7014	799340	Life-Assist, Inc.	Medical Supplies	0540562351	20.00
Total 8471:								20.00
8472	07/17	07/14/2017	3150	070617	MARIANNE BUMP	Reimburse Mileage	0140162020	21.40
Total 8472:								21.40
8473	07/17	07/14/2017	3380	KPDX JUNE	Meredith Corporation	Retransmission	4140562740	148.80
8473	07/17	07/14/2017	3380	KPTV JUNE	Meredith Corporation	Retransmission	4140562740	310.00
Total 8473:								458.80
8474	07/17	07/14/2017	3770	22-201706	NET ASSETS	Title Search	0140162110	21.00
Total 8474:								21.00
8475	07/17	07/14/2017	3940	794	OAMR	annual conference registration	0140162020	300.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 8475:								300.00
8476	07/17	07/14/2017	4070	7060349	ONE CALL CONCEPTS, INC.	locate services	5140562110	35.70
Total 8476:								35.70
8477	07/17	07/14/2017	4530	402775200	PAPE MACHINERY	Excavator Rental for Eagle Creek Job	5141562009	3,540.00
Total 8477:								3,540.00
8478	07/17	07/14/2017	6769	06-17-461	PARC Resources, LLC	City Planning	0140262075	96.75
8478	07/17	07/14/2017	6769	06-17-461	PARC Resources, LLC	general plannning	0140262090	1,307.44
Total 8478:								1,404.19
8479	07/17	07/14/2017	4670	12698527	PORT OF CASCADE LOCKS	Bridge Tickets - EL	5140562200	40.00
Total 8479:								40.00
8480	07/17	07/14/2017	6780	5049253897	Ricoh Americas Corporation	Copies	0140162110	88.98
Total 8480:								88.98
8481	07/17	07/14/2017	4910	103732605 7	Seth Popper	Refund Deposit	5121130	111.96
Total 8481:								111.96
8482	07/17	07/14/2017	6886	JUNE 2017	Sinclair Television Group, Inc.	Programming	4140562740	272.80
Total 8482:								272.80
8483	07/17	07/14/2017	5380	55938	SKAMANIA COUNTY PIONEER	Employment Ad	0140162030	15.30
8483	07/17	07/14/2017	5380	56358	SKAMANIA COUNTY PIONEER	Employment Ad	0140162030	15.30
Total 8483:								30.60
8484	07/17	07/14/2017	5510	8045181832	STAPLES CONTRACT & COMMERCIAL	paper	0140162010	66.60

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount	
Total 8484:								66.60	
8485	07/17	07/14/2017	6460	2018-13	WEST COLUMBIA GORGE CHAMBER	2017-18 Membership Dues	0840562113	100.00	
Total 8485:								100.00	
8486	07/17	07/14/2017	6640	070717	WIND RIVER PUBLISHING	Pacific Crest Trail Map	0840562114	250.00	
Total 8486:								250.00	
7141701	07/17	07/14/2017	3650	17060797	NATIONAL CABLE TELEVISION COOP.,	Programming	4140562740	3,284.80	M
Total 7141701:								3,284.80	
Grand Totals:								29,176.11	

M = Manual Check, V = Void Check

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-21010	.00	4,500.10-	4,500.10-
01-401-62010	66.60	.00	66.60
01-401-62020	321.40	.00	321.40
01-401-62030	1,133.35	.00	1,133.35
01-401-62110	109.98	.00	109.98
01-401-62552	702.75	.00	702.75
01-402-62075	96.75	.00	96.75
01-402-62090	1,307.44	.00	1,307.44
01-407-62630	137.13	.00	137.13
01-408-62020	375.00	.00	375.00
01-408-62025	249.70	.00	249.70
05-21010	.00	5,779.76-	5,779.76-
05-405-62030	340.00	.00	340.00
05-405-62063	80.00	.00	80.00
05-405-62110	1.50	.00	1.50
05-405-62111	80.00	.00	80.00
05-405-62113	2,888.00	.00	2,888.00
05-405-62351	20.00	.00	20.00
05-405-62439	663.40	.00	663.40
05-405-62440	1,706.86	.00	1,706.86
08-21010	.00	1,610.00-	1,610.00-
08-405-62101	500.00	.00	500.00
08-405-62110	760.00	.00	760.00
08-405-62113	100.00	.00	100.00
08-405-62114	250.00	.00	250.00
17-21010	.00	28.30-	28.30-
17-405-62551	28.30	.00	28.30
21-21010	.00	2,298.63-	2,298.63-
21-405-62070	2,163.30	.00	2,163.30
21-405-62441	79.95	.00	79.95
21-405-62560	55.38	.00	55.38
31-21010	.00	3,427.91-	3,427.91-
31-305-40310	98.37	.00	98.37
31-405-62070	3,329.54	.00	3,329.54
41-21010	.00	4,164.78-	4,164.78-
41-405-62740	4,164.78	.00	4,164.78
51-21010	.00	7,366.63-	7,366.63-
51-21130	111.96	.00	111.96

Proclamation

2017 Drive Less Connect Challenge
Partnership Proclamation

The annual Oregon Statewide Drive Less Connect Challenge will occur September 16-30, 2017. The Challenge encourages people to get out of single occupancy vehicles and find alternative, healthy ways to travel such as biking, walking, carpooling, and using public transportation. The program is free, open to all Oregonians over the age of 18 and is voluntary to participate.

The City of Cascade Locks has an interest in supporting opportunities that can improve the health of its residents, reduce the strain on public infrastructure and promote transportation alternatives. The Challenge helps further these goals by encouraging Oregonians to discover healthy, green travel options for work, school and play.

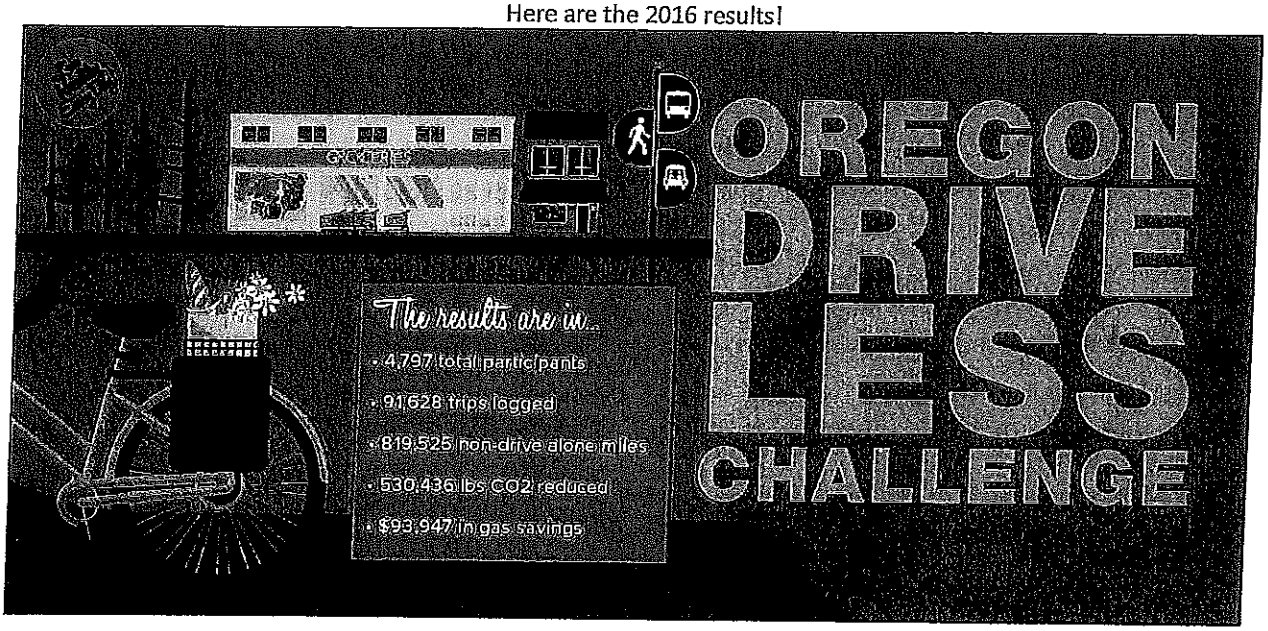
As evidenced by our signature below, the City of Cascade Locks supports the 2017 Drive Less Connect Challenge and encourages participation of city residents in the Challenge. The City agrees to participate with Mid-Columbia Economic Development District and Oregon Department of Transportation to promote the Challenge and declares September 16-30, 2017 as "Drive Less Connect Challenge" weeks.

Adopted this 24th day of July, 2017.

Tom Cramblett, Mayor

Kathy Woosley, City Recorder

Here are the 2016 results!



AGENDA ITEM NO: 5b

CASCADE LOCKS STAFF REPORT

Date Prepared: July 3, 2017/July 17, 2017

For City Council Meeting on: July 10, 2017/July 24, 2017

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: First Reading Ordinance No. 444 Providing for the Reduction, Control, and Prevention of Loud and Raucous Noise with the City of Cascade Locks.

SYNOPSIS: At our last Council meeting, spurred by a request from a citizen, the Council considered the model noise ordinance from the League of Oregon Cities. Ordinance No. 444 is that "reasonable" standard ordinance for the Council's consideration.

One area the Council may want to review is Section "12. Blowers, and Similar Devices." As currently stated, this prevents people from mowing lawns after 7:00 p.m. It does limit this to "unreasonably loud" noises. Is a lawn mower reasonably loud?

This ordinance has been reviewed by the City Attorney.

CITY COUNCIL OPTIONS: Approve or reject the first reading of Ordinance No. 444 (read by title only."

RECOMMENDED MOTION: "I move to approve the first reading of Ordinance No. 444 Providing for the Reduction, Control, and Prevention of Loud and Raucous Noise with the City of Cascade Locks."

SUBJECT: Second Reading Ordinance No. 444 Providing for the Reduction, Control, and Prevention of Loud and Raucous Noise with the City of Cascade Locks.

SYNOPSIS: No changes were made by the Council at the first reading.

RECOMMENDED MOTION: "I move to approve the second reading and adoption of Ordinance No. 444 Providing for the Reduction, Control, and Prevention of Loud and Raucous Noise with the City of Cascade Locks."

ORDINANCE NO. 444

AN ORDINANCE PROVIDING FOR THE REDUCTION, CONTROL, AND PREVENTION OF LOUD AND RAUCOUS NOISE WITHIN THE CITY OF CASCADE LOCKS, OREGON, AND REPEALING ORDINANCE NO. 364.

WHEREAS, the City Council of Cascade Locks finds that loud and raucous noise degrades the environment of the City to a degree that it is harmful to the health, welfare, and safety of its inhabitants and visitors; interferes with the comfortable enjoyment of life and property; interferes with the wellbeing, tranquility, and privacy of the home; and both causes and aggravates health problems; and

WHEREAS, both the effective control and the elimination of loud and raucous noise are essential to the health and welfare of the City's inhabitants and visitors, and to the conduct of the normal pursuits of life, including recreation, work, and communication; and

WHEREAS, the use of sound amplification equipment creates loud and raucous noise that may, in a particular manner and at a particular time and place, substantially and unreasonably invade the privacy, peace, and freedom of inhabitants of, and visitors to, the City; and

WHEREAS, certain short-term easing of noise restrictions is essential to allow the construction and maintenance of structures, infrastructure, and other elements necessary for the physical and commercial vitality of the City; and

WHEREAS, the obligation to draft regulations that affect speech in a content-neutral fashion is of paramount importance to protect the freedom of expression guaranteed by Article I, section 8, of the Oregon Constitution and the First Amendment of the United States Constitution. This ordinance enacts narrowly drawn, content-neutral regulations that are to be interpreted as such so as not to infringe upon constitutionally protected rights;

NOW, THEREFORE, the City of Cascade Locks ordains as follows:

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

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

Section 3. Definitions.

1. **Emergency** means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage demanding immediate attention.

2. **Emergency Work** means any work performed for the purpose of preventing or alleviating physical trauma or property damage, whether actually caused or threatened by an emergency, or work by private or public utilities when restoring utility service.

3. **City** means the City of Cascade Locks.

4. **City Administrator** means the City Administrator of City or the City Administrator's designee.

5. **Noise Sensitive Area** includes, but is not limited to, real property normally used for sleeping, or normally used as a school, church, hospital or public library.

6. **Person** means any individual, firm, association, partnership, joint venture, or corporation.

7. **Plainly audible** means any sound that can be detected by a reasonable person of ordinary sensitivities using his or her unaided hearing faculties.

8. **Public right-of-way** means any street, avenue, boulevard, highway, sidewalk, alley, or similar place normally accessible to the public which is owned or controlled by a government entity.

9. **Public space** means any real property or structures on real property, owned by a government entity and normally accessible to the public, including but not limited to parks and other recreational areas.

10. **Residential area** means any real property which contains a structure or building in which one or more persons reside, provided that the structure or building is properly zoned, or is legally nonconforming, for residential use in accordance with the terms and maps of the City's zoning ordinance.

Section 4. General Prohibition.

1. No person shall make, continue, or cause to be made or continued:

    a. Any unreasonably loud or raucous noise; or

    b. Any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity, within the jurisdictional limits of the City; or

c. Any noise which is so harsh, prolonged, unnatural, or unusual in time or place as to occasion unreasonable discomfort to any persons within the neighborhood from which said noises emanate, or as to unreasonably interfere with the peace and comfort of neighbors or their guests, or operators or customers in places of business, or as to detrimentally or adversely affect such residences or places of business.

2. Factors for determining whether a sound is unreasonably loud and raucous include, but are not limited to, the following:

   a. The proximity of the sound to sleeping facilities, whether residential or commercial;

   b. The land use, nature, and zoning of the area from which the sound emanates and the area where it is received or perceived;

   c. The time of day or night the sound occurs;

   d. The duration of the sound; and

   e. Whether the sound is recurrent, intermittent, or constant.

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

1. **Unreasonable Noises:** The unreasonable making of, or knowingly and unreasonably permitting to be made, any unreasonably loud, boisterous or unusual noise, disturbance, commotion or vibration in any boarding facility, dwelling, place of business or other structure, or upon any public street, park, or other place or building. The ordinary and usual sounds, noises, commotion or vibration incidental to the operation of these places when conducted in accordance with the usual standards of practice and in a manner which will not unreasonably disturb the peace and comfort of adjacent residences or which will not detrimentally affect the operators of adjacent places of business are exempted from this provision.

2. **Vehicle Horns, Signaling Devices, and Similar Devices:** The sounding of any horn, signaling device, or other similar device, on any automobile, motorcycle, or other vehicle on any right-of-way or in any public space of the City, for more than ten consecutive seconds. The sounding of any horn, signaling device, or other similar device, as a danger warning is exempt from this prohibition.

3. **Non-Emergency Signaling Devices:** Sounding or permitting sounding any amplified signal from any bell, chime, siren, whistle or similar device, intended primarily for non-

emergency purposes, from any place for more than ten consecutive seconds in any hourly period. The reasonable sounding of such devices by houses of religious worship, ice cream trucks, seasonal contribution solicitors or by the City for traffic control purposes are exempt from the operation of this provision.

4. **Emergency Signaling Devices:** The intentional sounding or permitting the sounding outdoors of any emergency signaling device including fire, burglar, civil defense alarm, siren, whistle, or similar emergency signaling device, except in an emergency or except as provided in subsections a. and b.

    a. Testing of an emergency signaling device shall occur between 7:00 a.m. and 7:00 p.m. Any testing shall use only the minimum cycle test time. In no case shall such test time exceed five minutes. Testing of the emergency signaling system shall not occur more than once in each calendar month.

    b. Sounding or permitting the sounding of any exterior burglar or fire alarm or any motor vehicle burglar alarm, shall terminate within fifteen minutes of activation unless an emergency exists. If a false or accidental activation of an alarm occurs more than twice in a calendar month, the owner or person responsible for the alarm shall be in violation of this Ordinance.

5. **Radios, Televisions, Phonographs, Stereos, Musical Instruments and Similar Electronic Devices:** The use or operation of a radio, television, stereo, musical instrument, or similar electronic device that produces or reproduces sound in a manner that is plainly audible to any person other than the player(s) or operator(s) of the device, and those who are voluntarily listening to the sound, and which unreasonably disturbs the peace, quiet, and comfort of neighbors and passers-by, or is plainly audible at a distance of 50 feet from any person in a commercial, industrial area, or public space; or unreasonably disturbs the peace, quiet, and comfort of neighbors in residential or noise sensitive areas, including multi-family or single-family dwellings.

6. **Loudspeakers, Amplifiers, Public Address Systems, and Similar Devices:** The unreasonably loud and raucous use or operation of a loudspeaker, amplifier, public address system, or other device for producing or reproducing sound between the hours of 10:00 p.m. and 7:00 a.m. in the following areas:

    a. Within or adjacent to residential or noise-sensitive areas;

    b. Within public space if the sound is plainly audible across the real property line of the public space from which the sound emanates, and is unreasonably loud and raucous.

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

7. **Yelling, Shouting, and Similar Activities:** Yelling, shouting, hooting, whistling, or singing in residential or noise sensitive areas or in public places, between the hours of 10:00 p.m. and 7:00 a.m., or at any time or place so as to unreasonably disturb the quiet, comfort, or repose of reasonable persons of ordinary sensitivities. This section is to be applied only to those situations where the disturbance is not a result of the content of the communication but due to the volume, duration, location, timing or other factors not based on content.

8. **Animals and Birds:** Unreasonably loud and raucous noise emitted by an animal or bird for which a person is responsible. A person is responsible for an animal if the person owns, controls or otherwise cares for the animal or bird.

9. **Loading or Unloading Merchandise, Materials, Equipment:** The creation of unreasonably loud, raucous, and excessive noise in connection with the loading or unloading of any vehicle at a place of business or residence.

10. **Construction or Repair of Buildings, Excavation of Streets and Highways:** The construction, demolition, alteration or repair of any building or the excavation of streets and highways other than between the hours of 7:00 a.m. and 7:00 p.m., on weekdays. In cases of emergency, construction or repair noises are exempt from this provision. In non-emergency situations, the City Administrator may issue a permit, upon application, if the City Administrator determines that the public health and safety, as affected by loud and raucous noise caused by construction or repair of buildings or excavation of streets and highways between the hours of 7:00 p.m. and 7:00 a.m. will not be impaired, and if the City Administrator further determines that loss or inconvenience would otherwise result. The permit shall grant permission in non-emergency cases for a period of not more than three days. The permit may be renewed once for a period of three days or less.

11. **Noise Sensitive Areas - Schools, Courts, Churches, Hospitals, and Similar Institutions:** The creation of any unreasonably loud and raucous noise adjacent to any noise sensitive area while it is in use, which unreasonably interferes with the workings of the institution or which disturbs the persons in these institutions; provided that conspicuous signs delineating the boundaries of the noise sensitive area are displayed in the streets surrounding the noise sensitive area.

12. **Blowers, and Similar Devices:** In residential or noise sensitive areas, between the hours of 7:00 p.m. and 7:00 a.m., the operation of any noise-creating blower, power fan, or any internal combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, provided that the noise is unreasonably loud and

raucous and can be heard across the property line of the property from which it emanates.

13. **Commercial Establishments Adjacent to Residential Property:** Unreasonably loud and raucous noise from the premises of any commercial establishment, including any outdoor area which is part of or under the control of the establishment, between the hours of 10:00 p.m. and 7:00 a.m. which is plainly audible at a distance of five feet from any residential property.

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

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

2. Repairs of utility structures which pose a clear and immediate danger to life, health, or significant loss of property.

3. Sirens, whistles, or bells lawfully used by emergency vehicles, or other alarm systems used in case of fire, collision, civil defense, police activity, or imminent danger, provided that the prohibition contained in Section 5.4 continues to apply.

4. The emission of sound for the purpose of alerting persons to the existence of an emergency or the emission of sound in the performance of emergency work.

5. Repairs or excavations of bridges, streets or highways by or on behalf of the City, the State, or the federal government, between the hours of 7:00 p.m. and 7:00 a.m., when public welfare and convenience renders it impractical to perform the work between 7:00 a.m. and 7:00 p.m.

6. Outdoor School and Playground Activities. Reasonable activities conducted on public playgrounds and public or private school grounds, which are conducted in accordance with the manner in which such spaces are generally used, including but not limited to, school athletic and school entertainment events.

7. Other Outdoor Events. Outdoor gatherings, public dances, shows and sporting events, and other similar outdoor events, provided that a permit has been obtained from the appropriate permitting authority.

Section 7. Enforcement. The following individuals shall enforce this Ordinance: The City Administrator or his designee will have primary responsibility for the enforcement of the noise regulations contained in this Ordinance. Nothing in this Ordinance shall prevent the City

Administrator or his designee from obtaining voluntary compliance by way of warning, notice or education.

Section 8. Penalties.

1. A person who violates a provision of this Ordinance is guilty of an infraction which is punishable by a fine not to exceed $500.00.

2. Each occurrence of a violation, or, in the case of continuous violations, each day a violation occurs or continues, constitutes a separate offense and may be punished separately.

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

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

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

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

ADOPTED by the City Council this 24th day of July, 2017.

APPROVED by the Mayor this 24th day of July, 2017.

_____
Tom Cramblett, Mayor

ATTEST:

_____
Kathy Woosley, City Recorder

AGENDA ITEM NO 5C

STAFF REPORT

Date Prepared: 7/14/17

For City Council Meeting on: 7/24/17

TO: Honorable Mayor and City Council

PREPARED BY: Kathy Woosley, City Recorder

APPROVED BY: Gordon Zimmerman, Interim City Administrator

SUBJECT: Policy for expenditure of funds

SYNOPSIS: A consistent policy needs to be in place for the expense of funds that is efficient and in the best interest of the financial well-being of the City. The City Council reviewed the Fiscal Policies at their July 10 Council meeting and concluded that the spending limits for the City Recorder and Finance Department should be increased to $1,000 as other Department Heads in Public Works, Electric, and EMS.

CITY COUNCIL OPTIONS:

1. Approve Resolution No. 1380 with increased spending limits for the City Recorder and Finance Officer.

2. Do nothing and retain the current policy.

RECOMMENDATION: "I move to approve Res. No. 1380 establishing a consistent policy for the expenditure of budgeted and appropriated City funds by the various City Departments; and repealing Resolution No. 1227."

RESOLUTION NO. 1380

A RESOLUTION ESTABLISHING A CONSISTENT POLICY FOR THE EXPENDITURE OF BUDGETED AND APPROPRIATED CITY FUNDS BY THE VARIOUS CITY DEPARTMENTS; AND REPEALING RESOLUTION NO. 1227.

WHEREAS, it is desirable to have consistent and accountable spending policies for City Departments and Administration; and

WHEREAS, consistent spending policies allow for more efficient control of the City's funds;

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

SECTION 1. Identification of City Departments. The City Departments referenced in this Resolution are the Administrative Services Department, the Public Works Department, the City Light/CATV Department, and the Fire/EMS Department.

SECTION 2. Budget Preparation for City Departments. Each City Department shall prepare an annual budget with sufficient detail to identify programs, priorities and planning, and submit that to the City Budget Officer to be included in the proposed budget to the City's Budget Committee. The budget may be revised or amended by the Budget Committee and/or Council during the Budget process. The Budget may also be modified during the year by the Council through budget transfers or the supplemental budget process. Such revisions to the Budget should be initiated by the Department Supervisor or City Administrator.

SECTION 3. Authorization to Make Expenditures or Commit Funds. The Department Supervisors will recognize that the adopted budget is an approved plan, but is not an instrument of authority to spend those budgeted funds. Authorization to expend funds requires the following steps:

A. receipt of the expected revenues that balance the budgeted funds to be expended;

B. maintenance of a positive cash balance in the Fund;

C. authorization in the form of a signed Purchase Order form from the City Administrator for purchases up to $2,500
OR
authorization from the City Council, through the City Administrator, for purchases over $2,500.

All of the steps above must be completed **BEFORE** a purchase is made or funds are committed to any purchase or project.

SECTION 4. Exceptions to Requirements. Exceptions to the requirements in Section 3 include:

A. Purchase orders are not required for the normal costs of doing business for the Administration, Public Works, City Light, and Fire/EMS Departments in an amount not to exceed $1,000 per occurrence.

B. If any Fund falls in a deficit, an approval by the City Administrator is required for every bill. Any expense beyond the City Administrator's limit of $2,500 must be pre-approved by Council.

SECTION 5. Contracts and Agreements. Department Supervisors are not authorized to sign contracts or agreements. Any such contracts or agreements are to be signed by the City Administrator or his/her designated representative, subject to review by the City Attorney and approval of the City Council.

SECTION 6. Effective Date. This resolution shall become effective upon adoption by the City Council and approval by the Mayor.

SECTION 7. Expiration. This resolution shall remain in effect until repealed by the City Council.

ADOPTED by the City Council this **24th** day of **July, 2017.**

APPROVED by the Mayor this **24th** day of **July, 2017.**

_____
Mayor

ATTEST:

_____
City Recorder

RESOLUTION NO. 1227

A RESOLUTION ESTABLISHING A CONSISTENT POLICY FOR THE EXPENDITURE OF BUDGETED AND APPROPRIATED CITY FUNDS BY THE VARIOUS CITY DEPARTMENTS; AND REPEALING RESOLUTION NO. 1218.

WHEREAS, it is desirable to have consistent and accountable spending policies for City Departments and Administration; and

WHEREAS, consistent spending policies allow for more efficient control of the City's funds;

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

SECTION 1. Identification of City Departments. The City Departments referenced in this Resolution are the Administrative Services Department, the Public Works Department, the City Light/CATV Department, and the Fire/EMS Department.

SECTION 2. Budget Preparation for City Departments. Each City Department shall prepare an annual budget with sufficient detail to identify programs, priorities and planning, and submit that to the City Budget Officer to be included in the proposed budget to the City's Budget Committee. The budget may be revised or amended by the Budget Committee and/or Council during the Budget process. The Budget may also be modified during the year by the Council through budget transfers or the supplemental budget process. Such revisions to the Budget should be initiated by the Department Supervisor or City Administrator.

SECTION 3. Authorization to Make Expenditures or Commit Funds. The Department Supervisors will recognize that the adopted budget is an approved plan, but is not an instrument of authority to spend those budgeted funds. Authorization to expend funds requires the following steps:

A. receipt of the expected revenues that balance the budgeted funds to be expended;

B. maintenance of a positive cash balance in the Fund;

C. authorization in the form of a signed Purchase Order form from the City Administrator for purchases up to $2,500
OR
authorization from the City Council, through the City Administrator, for purchases over $2,500.

All of the steps above must be completed **BEFORE** a purchase is made or funds are committed to any purchase or project.

SECTION 4. Exceptions to Requirements. Exceptions to the requirements in Section 3 include:

A. Purchase orders are not required for the normal costs of doing business for the Administration's Department in an amount not to exceed $500 per occurrence, the Public Works Department, City Light/CATV Department, and the Fire/EMS Department in the amount not to exceed $1,000 per occurrence.

B. If any Fund falls in a deficit, an approval by the City Administrator is required for every bill. Any expense beyond the City Administrator's limit of $2,500 must be pre-approved by Council.

SECTION 5. Contracts and Agreements. Department Supervisors are not authorized to sign contracts or agreements. Any such contracts or agreements are to be signed by the City Administrator or his/her designated representative, subject to review by the City Attorney and approval of the City Council.

SECTION 6. Effective Date. This resolution shall become effective upon adoption by the City Council and approval by the Mayor.

SECTION 7. Expiration. This resolution shall remain in effect until repealed by the City Council.

ADOPTED by the City Council this **12th** day of **December, 2011.**

APPROVED by the Mayor this **12th** day of **December, 2011.**

_____
Mayor

ATTEST:

_____
City Recorder

AGENDA ITEM No. 5D

STAFF REPORT

Date Prepared: July 17, 2017

For City Council meeting on July 24, 2017

TO: Hon. Mayor and City Council

PREPARED BY: Marianne Bump, Finance Officer

APPROVED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approval of Revised Financial Management Policies

SYNOPSIS: The development and completion of Fiscal Management Policies was approved in January 2013 by City Council. The fiscal policies are designed to provide policy direction within the City for all matters dealing with the financial well-being of the City. The policies should be reviewed every year and determine if changes are necessary. Council reviewed the polices at the July 10, 2017 meeting and is recommending a minor change in Section 5, B.1.a., change Expenditure Level for Finance Officer and City Recorder to match other Department Managers at $1,000.

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

1. Approve Financial Management Policies
2. Take No Action
3. Provide Other Direction for Staff or changes as desired by City Council.

RECOMMENDATION: City Council, by motion, approves the Financial Management Policies by Resolution #1381 as contained in the attached policy document.

Legal Review and Opinion: N/A.

Financial Review and Status: The Financial Policies help guide the City organization and staff in managing the finances of the City Government. It benefits the City and provides for better management of City resources. These policies place clear guidelines and requirements for the City, staff, Boards and Committees.

BACKGROUND INFORMATION: N/A.

RESOLUTION NO. 1381

A RESOLUTION APPROVING FINANCIAL MANAGEMENT POLICIES AS AMMENDED.

WHEREAS, the policies were approved in January 2013 and should be reviewed every year to determine if changes are necessary; and

WHEREAS, on July 10, 2017 council amended Section 5, B.1.a, so that all Department Supervisors have the same spending limit of $1,000;

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

SECTION 1. Amendment to Financial Policies. Section 5, B.1.a, Purchasing authority levels for Supervisors will be $1,000.

SECTION 1. Effective Date. This resolution shall become effective upon adoption by the City Council and approval by the Mayor.

SECTION 2. Expiration. This resolution shall remain in effect until repealed by the City Council.

ADOPTED by the City Council this **24th** day of **July, 2017.**

APPROVED by the Mayor this **24th** day of **July, 2017.**

_____
Mayor

ATTEST:

_____
City Recorder

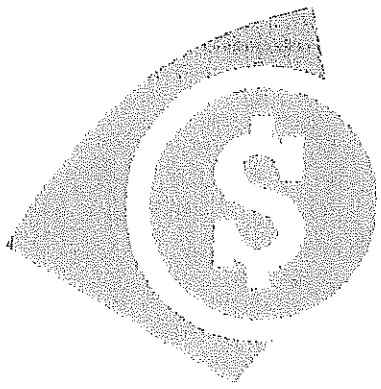
CITY OF CASCADE LOCKS

ADOPTED FINANCIAL MANAGEMENT POLICIES

JULY 2017

ADOPTED BY CITY COUNCIL

JULY 24, 2017



City of Cascade Locks Financial Management Policies

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City of Cascade Locks
Financial Management Policies

Section 1. Purpose

These Financial Management Policies and procedures have been adopted by the City Council to assist, help and guide City Staff, Council and Boards and committees to operate and make decision in the best possible fiscal manner for the City. The Financial Management Policies enhance the City's goal to operate the City in the best possible manner while being prudent and careful with the City's money. The City exists to serve the citizens while carefully managing the limited resources of the city. This policy is to be followed by the City Council, City Staff and all boards and commissions.

Section 2. Fund Balance Policies:

A. **Purpose:** The purpose of the Fund Balance Policy is to outline the procedure for categorizing the different components of ending fund balance in conformity with GASB Statement No. 54, Fund Balance Reporting and "Governmental Fund Type Definitions". In summary, the categories for fund balance consider "the extent to which the government is bound to honor constraints on the specific purposes for which amounts in the fund can be spent."

B. **Fund Balance Definitions:** Accountants use the term "Fund Balance" to describe the reporting unit (i.e. business, proprietary fund, fiduciary fund) reports all related assets and all described as a measure of net worth. Because governmental funds report only a subset of related assets (i.e. financial assets) and liabilities (i.e. those normally expected to be liquidated with current financial resource, the difference between the two is more of a measure of liquidity than of net worth. Accountants underscore this distinction by using the term "Fund Balance" in government funds, rather than the term "net assets" employed elsewhere. As an approximate measure of liquidity, fund balance is similar to the working capital of a private-sector business.

C. **Fund Balance Categories:** The components of fund balance will be categorized into one of the five following categories:

1. **Non-Spendable Fund Balance:** (inherently non-spendable) - A portion of net resources that cannot be spent because of their form and/or cannot be spent because they must be maintained intact. Examples include:
    a. Pre-paid items
    b. Inventories of supplies
    c. Long-term portion of loans receivable
    d. Financial assets held for resale, such as foreclosed properties
    e. Principal of an endowment
    f. Capital of a revolving loan fund

2. **Restricted Fund Balance:** (externally enforceable limitations on use) – Limitations imposed by creditors, grantors, contributors, or laws and regulations of other governments. Limitations may also be imposed by law through constitutional provisions or enabling legislation. Examples include:

   a. Specific purpose grants
   b. State Gas Tax funds
   c. Restriction from other governments through laws and regulations
   d. Creditors through debt covenants
   e. Contributors for specific purposes
   f. Public, Educational and Governmental fees

3. **Committed Fund Balance:** This is a self-imposed limitation set in place prior to the end of the period by highest level of decision making, the City Council. Limitations are imposed by the City Council and are formalized through adoption of a formal Resolution. A Resolution to rescind, modify or change a fund balance policy must also be made by City Council by formal Resolution.

4. **Assigned Fund Balance:** (limitation resulting from intended use) – The City Council has delegated decision making authority to the City Administrator/Budget Officer for "assigning" this category of fund balances. Less formality is necessary in the case of assigned fund balance. Examples include:
   a. City Administrator/Budget Officer assigns the amount used to reflect the appropriation of a portion of existing fund balance to eliminate a projected deficit in the subsequent year's budget. This is done annually in the budget process for all departments, services and programs.

   b. City Administrator/Budget Officer is responsible for insuring that sufficient year ending fund balance, along with other cash carry forward, is adequate to fund operations until tax revenue is available in November each year.

   c. The City will consider all amounts as budgeted to be designated as "assigned", unless amounts are otherwise committed in the form of resolution or restricted if it meets the limitations discussed above. Any balances that are budgeted as unappropriated will be considered by the City to be "unassigned".

5. **Unassigned Fund Balance:** (residual net resources) – For the General Fund this classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the General Fund. The General Fund should be the only fund that reports a positive unassigned fund balance amount. Total fund balance in the General Fund in excess of other categories (surplus). In funds other than the General Fund, if expenditures incurred for specific purposes exceed the amounts restricted, committed, or assigned to those purposes, it may be necessary to report a negative unassigned fund balance (deficit).

D. Fund Balance Implementation: The City Administrator and each Department Head is responsible for maintaining an appropriate fund balance. Financial reviews will be done quarterly or more frequently as needed by the City Administrator or Finance Officer to ensure full compliance.

E. Order of Spending Resources: When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, and the unrestricted resources (committed, assigned and unassigned) as they are needed. When unrestricted resources are available for use, it is the City's policy to use committed resources first, then assigned, and then unassigned as they are needed.

Section 3. Annual Budget Policies:

A. **Budget Priorities:** Annually in January of each year, the City Council will meet with staff, Boards and Commissions and others to identify needs, issues and concerns then set budget priorities, establishing the annual budget priorities. The annual budget shall be built around the City Council established budget priorities.

B. **Budget Preparation:** The City Administrator/Budget Officer will prepare and present a balanced, proposed annual operating budget with the participation of all departments and in accordance with Oregon Local Budget Law. The proposed budget is built around established priorities and services required to achieve council priorities. In addition to the financial elements of the budget, a full program description will be included that identifies the purpose, services to be provided, departmental organization, objectives to be achieved and how each service and department will be evaluated.

C. **Approval and Adoption of Budget:** The City Council and Budget Committee will develop, adopt and amend the operating budget in accordance with Oregon Local Budget Law. The role of the Budget Committee is to develop a budget to recommend to City Council for adoption.

D. **Enterprise Funds:** The City will budget water, sewer, and electric funds as enterprise funds with no General Fund subsidies. Enterprise fund department/service will be assed a pro-rata share of administrative costs as determined through the budget process and approved by City Council. Annually and through the budget process, City Council will review the actual costs of providing each of the enterprise fund services and ensure that fees and charges for these services are proper, appropriate and sufficient to manage emergencies, plan for the future and enhance the services as may be required.

E. **Capital Outlay:** Only costs related to projects or purchases that result in Capital Assets will be budgeted as Capital Outlay. See Section 6.A. "Capital Asset Policy".

1. **Capital Outlay Costs:** Budgets for Capital Outlay projects include all costs for design and engineering, land or right-of-way acquisitions, appraisals, construction and construction management, furnishings, legal and administrative costs, and interest incurred during the construction phase, net of interest earned on the invested proceeds over the same period, for business-type activities only.

F. **Contingency:** Contingency amounts are budgeted to meet emergency conditions or situations that were unknown at the time the budget was prepared or infrequent or unanticipated expenses. The City Council must authorize the transfer of funds from Contingency to the appropriate expenditure line item within that fund/department by resolution before those funds can be used.

1. **General Fund Contingency:** A Contingency of at least 10% of the operating budget, excluding Special Payments, Interfund Transfers and Unappropriated Ending Balance, may be budgeted each year in the General Fund. Contingency shall be kept in order to meet unanticipated increases in costs or unexpected, non-recurring expenditures during each fiscal year.

2. **Enterprise Fund Contingency:** The City will strive to maintain at least a 1% to 5% contingency of operating budget in each of the Enterprise Funds.

G. **Unappropriated Ending Balance:** The City will strive to maintain an Unappropriated Ending Fund Balance equal to four months of net operating expenses in all department or service funds.

H. **Electric Department Emergency Fund:** It is the goal of the City to maintain at least $1 million dollars in reserve in the Electric Fund to deal with unanticipated emergencies and system failures. It is recognized that this policy element may take 4-6 years to attain.

I. **Budget Review System:** The City will employ a budget review system in order to regularly monitor revenues and expenditures with the opportunity for budget adjustments as needed. Council, Committees and Department Heads will receive monthly and quarterly financial reports. At least quarterly, the City Council will receive a complete and thorough briefing of budget status. This report will be accompanied by a staff report informing Council of the level of completion of approved objectives. Monthly reports will include expenditure detail related to recommendations made by boards and committees.

Section 4. Revenue Policies:

A. **Diverse and Stable Revenues:** The City will pursue a diversified and stable revenue stream in order to avoid over-reliance on, and short term fluctuations in, one source of funds. A stable revenue source(s) is necessary for the community to grow and prosper.

B. **Windfalls and One Time Revenue:** The City will not use windfalls or one-time revenue sources to fund ongoing activities and mainstream services; one-time revenues will be used only for one-time expenditures.

C. **Fees and Charges for Service:** Fees and charges for service are assessed to specific users where the user pays all or a portion of the costs to provide the service.

1. **Cost Recovery:** When establishing charges and fees, the City will consider the full cost of providing the service, along with any circumstances and issues that may be factors that do not allow for full recovery of the costs of providing the service.

2. **Annual Review:** The City Council will review charges and fees annually in conjunction with budget in order to allow for regular, incremental rate increases to offset the effects of inflation and additional costs. Any fee, rate or charge increase will comply with City Council policy in making any such changes.

D. **Utility Fees (Water, Sewer, Electric):**

1. **Basis of User Charges:** User charges for each of the City utilities will be based on the cost of providing the services (i.e. set to fully support the total direct, indirect, and capital costs) and are established so that the operating revenues of each utility are at least equal to its operating expenditures, reserves, debt coverage and annual debt service obligations, and planned replacement of the utility's facilities.

2. **Periodic Review:** The City Council will review the user charges for each of the City utilities annually in conjunction with the budget process in order to allow for regular, incremental rate increases to offset the effects of inflation and additional costs.

3. **Internal Payments (Franchise Fees based on use of City right of way by the effected utility):** Franchise fees are established by City Council by separate resolution based on a percentage of sales of Water, Sewer, and Electric. This will be budgeted and paid monthly from those funds to the General Fund.

Section 5. Employee Expenditure Policies:

A. **General Provisions Related to Public Contracting:** The City Council, acting as the Contract Review Board, adopts rules of procedure for public contracting for the City of Cascade Locks through adoption of a separate resolution. The Model Rules adopted by the Attorney General do not apply to the City of Cascade Locks except where they have been incorporated into the City's Contract Review Board Rules.

B. **Purchasing Authority Levels and Required Documentation:** Purchasing authority levels and the required documentation for each are listed below. Purchasing procedures are contained in this Purchasing Policy. It is the policy of the City that the purchasing policies be strictly carried out.

1. **In all cases a purchase order is required for all expenditures except formal contracts approved by City Council and routine purchases (i.e. office supplies, restroom supplies, utility bills, etc.).**

	Expenditure Level	Authorized Position
a.	0 to $1,000 per occurrence	Finance Officer, City Recorder, Public Works, City Light Department, EMS Department
b.	0 to $2,500 per occurrence	City Administrator

Any expenditure in excess of $2,500 must be presented to City Council for authorization.

Section 6. Capital Asset and Improvement Policies:

A. **Capital Asset Policy:**

1. **Definition of Capital Asset:**
   a. Capital Assets include property, plant, equipment, and infrastructure assets.
   b. A Capital Asset must meet the following criteria
      - Be an item of system of components that cost more than $3,000 and
      - Have a life of more than one year, or
      - Add value to or materially extend the life of an existing Capital Asset
   c. Costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

2. Capital Asset Accounting Policy:

a. Assets are recorded at actual cost or historical cost or estimated historical cost when actual cost is not available.
b. Donated capital assets are recorded at estimated fair market value at the date of donation.
c. Major outlays for capital assets and improvements are capitalized as the projects are constructed, and include all costs of the project.
   - all design and engineering costs
   - land or right-of-way acquisitions
   - appraisals
   - construction and construction management
   - furnishings
   - legal and administrative costs
   - interest incurred during the construction phase, net of interest earned on the invested proceeds over the same period, for business-type activities only.

d. Property, plant and equipment of the City is depreciated using the straight line method over the following estimated useful lives
   - Buildings and Improvements – 20-50 years
   - Public Domain Infrastructure – 30-100 years
   - System Infrastructure – 20-50 years
   - Vehicles – 10-20 years
   - Office and Other Equipment – 5-10 years

e. Land is not depreciated

f. No depreciation on capital assets is recorded in the year of acquisitions and a full year of depreciation is recorded in the year of disposition.

B. Intangible Capital Assets Policy (GASB 51):

1. Definition of Intangible Capital Asset:
   a. Intangible assets include easements, water rights, patents and internally generated computer software, etc.
   b. An Intangible Capital Asset must meet the following criteria:
      - Have an individual cost more than $5,000 and
      - Have a life of more than five years, or
      - Add value to or materially extend the life or significantly increase the capacity of an existing Intangible Capital Asset.
   c. Costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

2. Intangible Capital Asset Accounting Policy:
   a. Assets are recorded at actual cost or historical cost or estimated historical cost when actual cost is not available.
   b. Contributed intangible assets are recorded at estimated fair market value at the time received.

c. Intangible assets are amortized using the straight line method over the estimated useful life of the asset.
d. Intangible assets with indefinite lives are no amortized.
e. No amortization of intangible capital assets is recorded in the year of acquisition and a full year of amortization is recorded in the year of disposition.

C. Capital Improvement Policy:

1. **Five –Year Capital Improvement Plans:** The City will maintain its commitment to its five-year Capital Improvement Plans for the City, including the Street, Water, Wastewater, and Storm Water systems.

2. **Funding Methods:** The City will actively pursue the least costly funding methods for its Capital projects, including grants, private sector funding, contributions and low-cost State and Federal loans whenever possible.

3. **Debt Financing:** The City will only pursue debt financing in order to finance capital improvement projects, and only when other funding possibilities have been exhausted or are inadequate to finance the projects.
   a. The City will only utilize debt financing which does not extend past the expected useful life of the project.
   b. Capital projects will only utilize debt financing if market conditions present favorable interest rates for the City.
   c. Capital projects will only utilize debt financing if the issuance of that debt will not adversely affect the City's credit and bond ratings.

Section 7. Land Acquisition Policies:

A. Purchase of Land: The City will pursue the purchase of land in order to serve the anticipated future needs of the community.

B. Approval of Land Acquisitions: The City Council will approve all land acquisitions entered into by the City, excluding easements, dedications and liens.

C. Proposal Requirements: Any land acquisition proposal submitted to the City Council will be accompanied by City staff review and recommendations.

Section 8. Banking/Deposits Policies:

A. Collateralization: The City will participate in the State Treasurer's Public Funds Collateralization Program (PFCP). The City will ensure that all bank deposits with banks that are not participants in the PFCP are entirely insured or adequately collateralized in accordance with Oregon Revised Statute 295.

Section 9. Investment Policies:

A. Investment Objectives: The City will seek to attain a market rate-of-return throughout all fiscal cycles, while avoiding imprudent credit and speculative risk, and maintaining liquidity sufficient to meet operating needs.

B. Investment Restrictions: The City will manage its investment program in accordance with the Oregon Revised Statute 294, and does not further restrict investment choices.

Section 10. Debt Policies:

A. Statutory Debt Limits: The City will comply with all statutory debt limitations imposed by the Oregon Revised Statutes.

B. Purpose of Debt: The City will only incur long-term debt in order to finance capital improvement projects, and only when those projects are too large to be financed from current available resources.

C. Maintain Bond Rating: The City will avoid financial activities that will have an adverse effect on its outstanding bond rating.

Section 11. Risk Management Policies:

A. Risk management Program: The City will implement and maintain a Risk Management program designed to decrease exposure to risk. At a minimum, the program will include:

1. **Annual Insurance Evaluation:** An annual examination of the City's insurance program to evaluate how much risk the City should assume.

2. **Internal Controls:** Internal Control procedures shall be set by Administrative Policy.

3. **Safe Workplace Action Plan:** A safety program that emphasizes reducing risks through training and safe work habits.

Section 12. Accounting and Financial Reporting Policies:

A. Accounting: The City will maintain a system of financial management and accounting that ensures transactions are appropriately recorded, risk of fraud or financial loss is identified, and internal controls are developed and maintained to manage the risk.

1. **Internal Controls:** The City will maintain policies and process that are designed to provide reasonable assurance that the City is achieving the following objectives:
   a. Effective and efficient operations.
   b. Reliable and accurate financial information.
   c. Compliance with applicable laws and regulations.
   d. Safeguarding assets against unauthorized acquisition, use or disposition.

2. **Annual Audit:** The City shall hire an independent auditor to perform an annual audit of the financial statements, including tests of the internal controls.

B. Financial Reporting:

1. **Internal Reporting:**
   a. The City Administrator and City Council will receive monthly financial reports sufficient to ascertain the City's financial status.

b. Committees, Boards and Department Supervisors will receive monthly financial reports and department reports pertaining to their department(s) to ascertain the financial status of said department(s).

2. **External Reporting:**
   a. The City will have available the annual independent audit results, in accordance with generally accepted accounting principles (GAAP) when the document is completed.

Section 13. City Committees, Boards and Task Forces Expenditure Policies:

City Committees, Boards, and Task Forces do not have authority to make or authorize any expenditure or obligate the City for the payment of any bill or service. These groups are established by the City Council and can only make recommendations to the City in carrying out their assigned responsibilities. The City Council is the final decision maker for all matters affecting City government in Cascade Locks.

A. **Budgeting:** City Council appointed Committees, Boards may be asked to assist in developing the annual budget for that portion of the budget that most directly affects the Committee or Board. As an example, the Tourism Committee may be asked to assist in developing the budget for the City and may be requested to participate in making the budget presentation to the Budget Committee and City Council.

   1. **Budget:** In the budget development process, advisory groups are required to work within the framework of the City's budget format and provide as much specific detail as is possible. Including purpose, services, specific expenditures, objectives and measures of success.

B. **Expenditures:** In recommending expenditures, the Committees and Boards shall:

   1. Prior to any meeting where expenditure recommendations may be made, check with the Finance Officer to ensure the availability of funds and to double check the specific recommended expenditure fits within the Budget outline.

   2. Get from the Finance Officer the latest monthly expenditure report. Be sure that the balance in the fund or is sufficiently identified.

   3. At the meeting, discuss the proposed spending recommendation then take a formal vote to authorize the recommendation.

   4. If the recommendation is denied, indicate this in the Committee minutes.

   5. If the recommendation is approved, fill out the Purchase Order form completely with vendor name, address and phone number, description of the expense, account number to be charged to and the vote tally (yes or no) and have the Chair of the group sign the request.

   6. Immediately after the meeting, provide the Finance Officer with a copy of all recommended purchase order actions.

C. **Payment:** Purchase recommendations by Committees or Boards will be processed with the same policy as required by City Departments. Expense recommendations by Committees or Boards will be reported monthly to City Council by the Finance Officer.

1. The Finance Officer will see that the amount is encumbered in the accounting system. Once the invoice is received the PO will be matched to the invoice and given to Account Payable for payment to be made at the next bill payment schedule.

D. **Monthly Reporting:** The Finance Officer will provide to each Committee or Board member a monthly report documenting all revenues, expenditures and balances to date.

E. **Billing:** All Committees, Boards, Commissions and Task Forces will ensure that all bills, invoices or other expenditure requests come to the City in care of the Finance Officer.

D. **Quarterly Reports:** Each quarter either the City Administrator or Finance Officer will report to the Committees, Boards, Commission or Task Force and review budget expenditures to date.

Section 14. Purchasing Policy for Operating Expenses:

A. Expenditures between $750-$2,000 require three telephone bids, expenditures above $2,000 require three written bids. Sole source purchasing process may be used if approved by the City Administrator. The City will give preference to businesses with the City.

B. **Priority Purchasing Locally:** It is the policy of the City to make purchases locally, within the community from local businesses as much as possible to support local businesses and the local economy.

Section 15. Grant Policy:

A. Grants under $10,000 will be administered by the City. Grants over $10,000 will be contracted out to MCEDD to be administered. The administrative fee will be paid from the grant proceeds.

Section 16. Annual Review:

A. Annually in January the City Council shall review this policy and make new provisions or alterations as City Council determines necessary.

AGENDA ITEM NO 5e.

STAFF REPORT

Date Prepared: 7/18/2017

For City Council Meeting on: 7/24/17

TO: Honorable Mayor and City Council

PREPARED BY: Marianne Bump, Finance Officer

APPROVED BY: Gordon Zimmerman, City Administrator

SUBJECT: Authorize an inter-fund loan from the General Fund Contingency to the EMS Fund to cover the estimated Fund balance deficit in the amount of $20,000 for FY 2017-2018.

SYNOPSIS: The EMS Fund balance is currently in a cash deficit situation and Oregon Budget Law requires that the account be brought into compliance. To do this the General Fund will loan the EMS Fund $20,000 at no interest and the EMS fund will re-pay the loan in December 2017 when the 2017 property tax receipts arrive.

CITY COUNCIL OPTIONS:

1. Approve Resolution No. 1382 as presented.
2. Establish other direction for staff to proceed.
3. Take no action.

RECOMMENDATION: The City Council, by motion, approves Resolution No. 1382 authorizing the inter-fund loan from the General Fund Contingency to the EMS fund.

Financial review and status: This action will prevent a violation to Oregon Budget Law.

RESOLUTION NO. 1382

A RESOLUTION AUTHORIZING THE INTER-FUND LOAN FROM THE GENERAL FUND OPERATING CONTINGENCY IN THE AMOUNT OF $20,000 TO THE EMERGENCY SERVICES FUND FOR THE PURPOSE OF BRINGING THE ESTIMATED FUND BALANCE IN COMPLIANCE WITH OREGON BUDGET LAW.

WHEREAS, the EMS Fund balance is currently in a deficit situation and Oregon Budget Law requires that the account be brought into compliance; and

WHEREAS, ORS 294.468 allows cities to make interfund loans for the purpose of operating; and

WHEREAS, the loan must be repaid by the end of the ensuing year or ensuing budget period from which the money was borrowed or if not paid within that budget year must be budgeted as a requirement in the next budget period;

WHEREAS, the amount of this no interest loan is $20,000 and will be paid back to the General Fund Contingency in December 2017;

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

SECTION 1. Authorization of Interfund Loan. The City Council hereby authorizes an inter-fund loan from the General Fund Contingency to the EMS Fund and authorizes the appropriation in the amount of $20,000 for the purpose of bringing the fund balance into compliance.

Fund/Dept.	Budgeted Amount	Resources Needed	Reallocated	Account Number
GENERAL FUND				
Contingency	59,942.00	36,942.00	(20,000.00)	01-422-65010
Transfer to EMS Fund	90,300.00	110,300.00	20,000.00	01-401-64052
EMERGENCY SERVICES FUND				
Transfer from other funds	0	20,000.00	20,000.00	05-305-43900
Contingency	4,418.00	24,418.00	20,000.00	05-405-65010

SECTION 2. Repayment of Interfund Loan. The EMS Fund shall repay the General Fund Contingency $20,000 without interest in December 2017.

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

SECTION 4. Expiration. This resolution shall remain in effect until completion and approval of the audit of the fiscal year in which the final payment is made to repay this loan.

ADOPTED by the City Council this **24th** day of **July**, 2017.

APPROVED by the Mayor this **24th** day of **July**, 2017.

Tom Cramblett, Mayor

ATTEST:

Kathy Woosley, City Recorder

AGENDA ITEM NO: 5f

CASCADE LOCKS STAFF REPORT

Date Prepared: July 17, 2017

For City Council Meeting on: July 24, 2017

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approve Energy Conservation Contract between BPA and Cascade Locks.

SYNOPSIS: Please find attached the contract that allows the City to spend energy conservation dollars to support our citizens' efforts to conserve electricity. We have heard a lot about this with the County's Energy Plan and the ability to reimburse people who take energy saving measures such an energy efficient washers and dryers, led light bulbs, and advanced power energy strips. We have also used this program to install LED lights on WaNaPa Street.

CITY COUNCIL OPTIONS: Approve or Reject the Contract

RECOMMENDED MOTION: "I move to approve the Energy Conservation Agreement Contract No. 17ES-11447 between the Bonneville Power Administration and the City of Cascade Locks."

Department of Energy

Bonneville Power Administration
PO Box 3621
Portland OR 97208-3621

ENERGY EFFICIENCY

July 17, 2017

In reply refer to: PEJB-6

Mr. Gordon Zimmerman, City Administrator
City of Cascade Locks
PO Box 308
Cascade Locks, OR 97014

Dear Gordon:

Attached is an original copy of the Energy Conservation Agreement Contract (ECA) No. 17ES-11447 between Bonneville Power Administration (BPA) and City of Cascade Locks.

If Cascade Locks finds the ECA offer acceptable, please electronically sign the flagged signature field in the enclosed document and return it to me by e-mail as soon as practicable but no later than September 15, 2017. Alternatively, you may print, sign, and scan the document into a pdf file and return it by e-mail, or you may print off two copies, countersign both copies, mail both paper copies of the countersigned document to my attention by September 15, 2017.

Please feel free to contact me at (503) 230-3175 if you have any questions or concerns.

Sincerely,

MARK RALSTON

Digitally signed by MARK RALSTON
DN: c=US, o=U.S. Government, ou=Department of Energy, cn=MARK RALSTON, 0.9.2342.19200300.100.1.1=89001000273640
Date: 2017.07.17 08:14:15 -07'00'

Mark Ralston
Energy Efficiency Representative

cc: Larry Massey, Electric Superintendent

Contract No. 17ES-11447

ENERGY CONSERVATION AGREEMENT
executed by
BONNEVILLE POWER ADMINISTRATION
and
CITY OF CASCADE LOCKS

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Exhibit A Notices and Contact Information

This ENERGY CONSERVATION AGREEMENT (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through BONNEVILLE POWER ADMINISTRATION (BPA); and CITY OF CASCADE LOCKS (Cascade Locks), a municipal corporation organized under the laws of the State of Oregon, hereinafter individually referred to as "Party" or collectively referred to as the "Parties."

RECITALS

BPA is required by the Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. §§ 839-839h (Northwest Power Act), to meet the net firm power load requirements of its customers in the Pacific Northwest.

Per the Northwest Power Act and consistent with the Pacific Northwest Electric Power and Conservation Planning Council's regional power plan, BPA pursues Conservation as a resource.

BPA is authorized to acquire cost-effective Conservation to reduce the firm power load requirements of its customers in the Pacific Northwest, and intends to do so by purchasing Energy Savings from Program Participants in accordance with the Energy Conservation Agreement.

Cascade Locks intends to implement Measures in accordance with the Implementation Manual and to report and sell the resulting Energy Savings to BPA.

This Agreement, including BPA's Energy Efficiency Implementation Manual as may be revised, provides the implementation, reporting, and payment requirements for BPA's portfolio of Energy Efficiency Measures.

The Parties agree as follows:

1. TERM

This Agreement takes effect on the date signed by the Parties and expires on September 30, 2021, unless terminated earlier as provided in section 13, Termination. Performance by BPA and Cascade Locks shall commence on October 1, 2017, with the exception of those actions required prior to that date included in section 3(a) and section 3(b). All obligations under this Agreement shall be preserved until discharged or satisfied.

2. DEFINITIONS

Capitalized terms used in this Agreement shall have the meaning stated.

(a) "Approved Invoice Payment Amount" means the sum of amounts in an invoice package that BPA determines has met the criteria in section 5(b) and section 5(c) and that BPA authorizes payment of per section 6.

(b) "Available Implementation Budget" means the amount available for BPA to purchase Energy Savings from a specific Program Participant at a given point in time equal to the Program Participant's Initial Implementation Budget plus any applicable Rollover Amount plus or minus any applicable Implementation Budget Transfers minus any applicable Approved Invoice Payment Amounts.

(c) "Conservation" means any reduction in electric power consumption as a result of increases in the efficiency of energy use, production or distribution, as defined in section 3(3) of the Northwest Power Act, and includes actual and planned Conservation.

(d) "Energy Efficiency Incentive" or "EEI" means the aggregate program cost established by BPA for purchasing Energy Savings from all Program Participants within a Rate Period.

(e) "Energy Savings" means amounts of Conservation that BPA has determined to be attributable to Measures implemented in a manner consistent with this Agreement.

(f) "Implementation Budget Transfer" means an increase or decrease in a Program Participant's Available Implementation Budget as a result of a method of transferring funds as defined and allowed under this Agreement.

(g) "Implementation Manual" means the publicly accessible BPA guidance document, as may be revised, that specifies: (1) the Measures that may be implemented by Program Participants, (2) the requirements and specifications for implementation of Measures, and (3) the obligations on BPA and the Program Participants related to the implementation, reporting, payment amounts, oversight, and evaluation of Energy Savings, including Self-Funded Energy Savings.

(h) "Initial Implementation Budget" means the portion of an EEI established by BPA and effective at the beginning of a Rate Period to purchase Energy Savings from a specific Program Participant during that Rate Period.

(i) "Measure" means any material, equipment, or activity identified in the Implementation Manual that a Program Participant may install or implement within its service area to achieve Conservation.

(j) "Program Participant" means a BPA customer that has an Energy Conservation Agreement in effect.

(k) "Rate Period" shall have the meaning as defined in BPA's Tiered Rate Methodology, as amended.

(l) "Rollover Amount" means an amount of a Program Participant's budget remaining at the end of a given Rate Period that may carry forward to increase the amount of that Program Participant's Available Implementation Budget for the following Rate Period.

(m) "Self-Funded Energy Savings" means Energy Savings for which a Program Participant chooses to not seek payment from BPA.

3. IMPLEMENTATION BUDGET

(a) **Determination of EEI**
By September 30, 2017, and no later than September 30 prior to the start of each Rate Period thereafter, BPA shall determine the EEI for the upcoming Rate Period.

(b) **Notification of Cascade Locks's Initial Implementation Budget**
By September 30, 2017, and no later than September 30 prior to the start of each Rate Period thereafter, BPA shall notify Cascade Locks of its Initial Implementation Budget for the upcoming Rate Period.

Each Rate Period, BPA shall establish Cascade Locks's Initial Implementation Budget based on Cascade Locks's Tier One Cost Allocator.

For purposes of this Agreement, the term Tier One Cost Allocator has the meaning as defined in BPA's Tiered Rate Methodology, as may be revised.

(c) **Rollover Amount**
As applicable and in accordance with the terms and conditions in the Implementation Manual, BPA shall calculate Cascade Locks's Rollover Amount and incorporate a Rollover Amount into Cascade Locks's Available Implementation Budget for each Rate Period. By November 15, 2017, and no later than November 15 every two years thereafter, BPA shall notify Cascade Locks of its applicable Rollover Amount for the remainder of the Rate Period.

(d) **Implementation Budget Transfers**
Cascade Locks may request an increase or decrease to its Available Implementation Budget through an Implementation Budget Transfer in accordance with the Implementation Manual.

If BPA, or the Parties together, establish a new project or program that allows Implementation Budget Transfers to Cascade Locks's Available Implementation Budget, then the terms and conditions of such project or program will be included in the Implementation Manual or as a new exhibit to this Agreement.

BPA shall provide notice to Cascade Locks stating the changes to Cascade Locks's Available Implementation Budget due to any Implementation Budget Transfers.

(e) **Notices and Notifications**
Notices sent under this section 3 shall be sent in accordance with Exhibit A, Notices and Contact Information.

In addition to the notices sent by BPA pursuant to sections 3(b), 3(c) and 3(d) above, Cascade Locks may request notification of its Available Implementation Budget at any time during the term of this Agreement.

4. THE IMPLEMENTATION MANUAL

The Implementation Manual is incorporated by reference and is made a part of this Agreement. BPA may unilaterally modify the Implementation Manual within the general scope of this Agreement and in accordance with the process stated in the Implementation Manual. BPA will provide notice of all modifications to Cascade Locks in accordance with the process stated in the Implementation Manual.

Cascade Locks may implement Measures to produce Energy Savings consistent with the Implementation Manual. Unless otherwise agreed, BPA shall use the Implementation Manual in effect on the Measure completion date when conducting its reviews pursuant to section 5(c) below.

5. INVOICING PROCESS

(a) **Documentation and Submittal of Invoice Packages**
Cascade Locks shall comply with the documentation requirements in the Implementation Manual.

Unless the Parties agree otherwise, Cascade Locks shall execute and maintain a BPA Customer Portal Access and Use Agreement in order to submit invoice packages to BPA.

Whether seeking Self-Funded Energy Savings or for BPA payment for Energy Savings, Cascade Locks shall submit its invoice packages, including any required reports and documentation, in accordance with the reporting requirements in the Implementation Manual. If there is a disagreement regarding the completeness or accuracy of any submitted documentation, reports, or invoices, as applicable, then BPA shall work with Cascade Locks to resolve such issues.

If BPA determines that any Program Participant's third-party contractor falsified information reported to BPA, then BPA shall have the right to prohibit all Program Participants from reporting Measures implemented with the assistance of that contractor. If such action is taken, then BPA will notify all Program Participants in accordance with Exhibit A.

(b) **Performance Payments**
For purposes of this Agreement, Performance Payment shall have the meaning as defined in the Implementation Manual.

When BPA notifies Cascade Locks of its Initial Implementation Budget for the upcoming Rate Period pursuant to section 3(b) above, BPA shall also notify Cascade Locks of its Performance Payment classification category and rate for the upcoming Rate Period. BPA's Performance Payment classification categories, rates, caps, and certain terms and conditions of Cascade Locks's receipt of such, shall be as stated in the Implementation Manual.

If Cascade Locks is seeking BPA payment for Energy Savings, then BPA shall automatically apply a Performance Payment unless Cascade Locks requests otherwise. Instructions for Cascade Locks to reduce or opt out of Performance Payments, as applicable, will be included in the Implementation Manual. If Cascade Locks opts out of a Performance Payment for a given invoice package, then Cascade Locks may not claim Performance Payments for that invoice package at a later date.

BPA shall not apply Performance Payments for any invoice package or the portion of an invoice package that Cascade Locks submits for Self-Funded Energy Savings.

BPA will deduct any applicable Performance Payments from Cascade Locks's Available Implementation Budget.

(c) **BPA Review of Invoice Packages, Creation of Invoice Reports, and Determination of Approved Invoice Payment Amounts**
After BPA receives an invoice package from Cascade Locks, BPA shall conduct a timely review process to determine whether: (1) the Measures submitted conform to the requirements of the Implementation Manual and this Agreement, (2) Cascade Locks has otherwise followed the terms and conditions of the Implementation Manual and this Agreement, (3) Cascade Locks has adequate Available Implementation Budget, and (4) the form of the invoice is proper.

After BPA has conducted its review process above, which may include an oversight review pursuant to section 7 below, then BPA will determine whether it accepts the invoiced Energy Savings. BPA will not accept Measures that are not in compliance with the requirements of this Agreement. BPA shall create and provide to Cascade Locks an itemized invoice report that states the accepted Energy Savings and the Approved Invoice Payment Amount.

In no event shall the Approved Invoice Payment Amount on an invoice report exceed Cascade Locks's Available Implementation Budget.

6. PAYMENT OF APPROVED INVOICE PAYMENT AMOUNTS

BPA agrees to purchase and Cascade Locks agrees to sell Energy Savings in accordance with this Agreement. BPA shall pay Cascade Locks any Approved Invoice Payment Amounts, as determined under sections 5(b), 5(c) and 8 of this Agreement and in accordance with sections 10 and 13 of this Agreement. Such payment shall be due no later than 30 days after BPA accepts the invoiced Energy Savings and provides the itemized invoice report to Cascade Locks pursuant to section 5(c) above. All payments to Cascade Locks will be made electronically.

This contract is subject to the provisions of the Prompt Payment Act (31 U.S.C. 3901 *et seq.*) and regulations at 5 C.F.R. Part 1315. If interest penalty payments are determined due under the provisions of the Prompt Payment Act, payment shall be made at the rates determined by the U.S. Treasury under Section 611 of the Contract Disputes Act of 1978 (41 U.S.C. 7109) that is in effect on the day after the due date.

7. OVERSIGHT REVIEW AND EVALUATION PROCESSES

In accordance with the oversight review and evaluation processes in the Implementation Manual, BPA shall have the right to conduct: (1) oversight review including, but not limited to, site and record reviews, and (2) impact and process evaluations.

During the invoice package review process in section 5(c) above or otherwise, BPA may select at random any Program Participant invoice to conduct oversight review. If BPA selects an invoice submitted by Cascade Locks to conduct oversight review,

then BPA shall notify Cascade Locks of such selection and the Parties shall coordinate accordingly.

Oversight review and evaluation processes will be conducted at BPA's discretion.

8. NETTING OF AMOUNTS OWED

BPA will net amounts owed under this Agreement by Cascade Locks to BPA against any equal or greater amount owed under a pending Approved Invoice Payment Amount by BPA to Cascade Locks. However, if there is no pending Approved Invoice Payment Amount of equal or greater value, then BPA shall send Cascade Locks a bill for the amount owed to BPA.

9. INFORMATION EXCHANGE, PRIVACY ACT COMPLIANCE, AND FOIA

Upon request and as allowed by law, the Parties shall provide each other with any information that is reasonable and necessary to verify the achievement of Energy Savings and otherwise administer and implement this Agreement. The Parties shall make best efforts to provide such requested information in a timely manner.

BPA represents that personally identifiable information (PII), including end-user information provided to BPA under this Agreement, is protected by federal law and BPA policy. This protection includes compliance with the requirements of the Privacy Act of 1974 (5 U.S.C. §552a) and DOE Order 206.1.

If BPA subsequently enters into a contract with a third party under which end-user PII provided to BPA by Cascade Locks will be provided to the third party, then BPA shall include terms contractually obligating such third parties to protect such end-user PII and to only use such PII for purposes of administering and implementing that contract.

BPA may release information provided by Cascade Locks when required by the Freedom of Information Act (5 U.S.C. § 552) (FOIA), court order, or federal law. Proprietary information of Cascade Locks, as designated in writing by Cascade Locks, will only be shared within BPA with individuals who need the information to fulfill a job function.

10. GOVERNING LAW, LIABILITY, AND DISPUTE RESOLUTION

This Agreement shall be interpreted consistent with and governed by federal law. Cascade Locks and BPA shall identify issue(s) in dispute arising out of this Agreement and make a good faith effort to negotiate a resolution of such disputes before either may initiate litigation or arbitration. Such good faith effort shall include discussions or negotiations between the Parties' executives or managers.

BPA and Cascade Locks assert that neither is the agent or principal for the other; nor are they partners or joint venturers, and BPA and Cascade Locks agree that they shall not represent to any other party that they act in the capacity of agent or principal for the other.

In no event will either BPA or Cascade Locks be liable to each other for any special, punitive, exemplary, consequential, incidental or indirect losses/damages from any

failure of performance howsoever caused, whether or not arising from a party's sole, joint or concurrent negligence.

The reference to specific products or manufacturers does not represent a BPA endorsement or warranty, and BPA is not liable for any damages that may result from the installation or use of such products.

Pending resolution of a contract dispute or contract issue between the Parties or through formal dispute resolution of a contract dispute arising out of this Agreement, the Parties shall continue performance under this Agreement unless to do so would be impossible or impracticable. Unless the Parties engage in binding arbitration as provided for in this section, the Parties reserve their rights to individually seek judicial resolution of any dispute arising under this Agreement.

(a) **Judicial Resolution**

Final actions subject to section 9(e) of the Northwest Power Act are not subject to arbitration under this Agreement and shall remain within the exclusive jurisdiction of the United States Court of Appeals for the Ninth Circuit. Such final actions include, but are not limited to, the establishment and the implementation of rates and rate methodologies. Any dispute regarding any rights or obligations of Cascade Locks or BPA under any rate or rate methodology, or BPA policy, including the implementation of such policy, shall not be subject to arbitration under this Agreement. For purposes of this section, BPA policy means any written document adopted by BPA as a final action in a decision record or record of decision that establishes a policy of general application or makes a determination under an applicable statute or regulation. If BPA determines that a dispute is excluded from arbitration under this section, then Cascade Locks may apply to the federal court having jurisdiction for an order determining whether such dispute is subject to non-binding arbitration under this section.

(b) **Arbitration**

Any contract dispute or contract issue between the Parties arising out of this Agreement, which is not excluded by section 10(a) above, shall be subject to arbitration, as set forth below.

(1) Cascade Locks may request that BPA engage in binding arbitration to resolve any dispute. If Cascade Locks requests such binding arbitration and BPA determines in its sole discretion that binding arbitration of the dispute is appropriate under BPA's Binding Arbitration Policy or its successor, then BPA shall engage in such binding arbitration, provided that the remaining requirements of this section 10 are met. BPA may request that Cascade Locks engage in binding arbitration to resolve any dispute. In response to BPA's request, Cascade Locks may agree to binding arbitration of such dispute, provided that the remaining requirements of this section 10 are met. Before initiating binding arbitration, the Parties shall draft and sign an agreement to engage in binding arbitration, which shall set forth the precise issue in dispute, the amount in controversy and

the maximum monetary award allowed, pursuant to BPA's Binding Arbitration Policy or its successor.

(2) Non-binding arbitration shall be used to resolve any dispute arising out of this contract that is not excluded by section 10(a) above and is not resolved via binding arbitration, unless Cascade Locks notifies BPA that it does not wish to proceed with non-binding arbitration.

(c) **Arbitration Procedure**

Any arbitration shall take place in Portland, Oregon, unless the Parties agree otherwise. The Parties agree that a fundamental purpose for arbitration is the expedient resolution of disputes; therefore, the Parties shall make best efforts to resolve an arbitrable dispute within one year of initiating arbitration. The rules for arbitration shall be agreed to by the Parties.

(d) **Arbitration Remedies**

The payment of monies shall be the exclusive remedy available in any arbitration proceeding pursuant to this section. This shall not be interpreted to preclude the Parties from agreeing to limit the object of arbitration to the determination of facts. Under no circumstances shall specific performance be an available remedy against BPA.

(e) **Finality**

(1) In binding arbitration, the arbitration award shall be final and binding on the Parties, except that either Party may seek judicial review based upon any of the grounds referred to in the Federal Arbitration Act, 9 U.S.C. §1-16 (1988). Judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

(2) In non-binding arbitration, the arbitration award is not binding on the Parties. Each Party shall notify the other Party within 30 calendar days, or such other time as the Parties otherwise agreed to, whether it accepts or rejects the arbitration award. Subsequent to non-binding arbitration, if either Party rejects the arbitration award, either Party may seek judicial resolution of the dispute, provided that such suit is brought no later than 395 calendar days after the date the arbitration award was issued.

(f) **Arbitration Costs**

Each Party shall be responsible for its own costs of arbitration, including legal fees. Unless otherwise agreed to by the Parties, the arbitrator(s) may apportion all other costs of arbitration between the Parties in such manner as the arbitrator(s) deem reasonable taking into account the circumstances of the case, the conduct of the Parties during the proceeding, and the result of the arbitration.

11. UNCONTROLLABLE FORCES

The Parties shall not be in breach of their respective obligations to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the Party claiming the Uncontrollable Force, that prevents that Party from performing its contractual obligations under this Agreement and which, by exercise of that Party's reasonable care, diligence and foresight, such Party was unable to avoid. Uncontrollable Forces include, but are not limited to:

(a) strikes or work stoppage;

(b) floods, earthquakes, or other natural disasters; terrorist acts; and

(c) final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the Party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction.

Neither the unavailability of funds or financing, nor conditions of national or local economies or markets shall be considered an Uncontrollable Force. The economic hardship of either Party shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require either Party to settle any strike or labor dispute in which it may be involved.

If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall: (1) immediately notify the other Party of such Uncontrollable Force by any means practicable and confirm such notice in writing as soon as reasonably practicable; (2) use its best efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligation hereunder as soon as reasonably practicable; (3) keep the other Party apprised of such efforts on an ongoing basis; and (4) provide written notice of the resumption of performance. Written notices sent under this section must comply with Exhibit A, Notices and Contact Information.

12. STANDARD PROVISIONS

(a) **Amendments**

Except where this Agreement explicitly allows one Party to unilaterally amend a provision or revise an exhibit, no amendment or exhibit revision to this Agreement shall be of any force or effect unless set forth in a written instrument signed by an authorized representative of each Party.

(b) **Interpretations**

BPA may issue interpretations, determinations, and findings related to this Agreement that are binding on the Parties. Such decisions shall be provided to Cascade Locks in writing. In administering this Agreement, only the written statements of BPA officials acting within the scope of their authority shall be considered to be official BPA statements.

(c) **Assignment**
This Agreement is binding on any successors and assigns of the Parties. BPA may assign this Agreement to another federal agency to which BPA's statutory duties have been transferred. Neither Party may otherwise transfer or assign this Agreement, in whole or in part, without the other Party's written consent. Such consent shall not be unreasonably withheld. BPA shall consider any request for assignment, consistent with applicable BPA statutes.

(d) **Entire Agreement**
This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.

(e) **Order of Precedence**
In the event of conflict, the body of this Agreement shall prevail over the exhibits of this Agreement. If the terms and conditions of the Implementation Manual conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement will take precedence.

(f) **No Third Party Beneficiaries**
This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.

(g) **Severability**
If any term of this Agreement is found to be invalid by a court of competent jurisdiction, then such term shall remain in force to the maximum extent permitted by law. All other terms shall remain in force unless that term is determined not to be severable from all other provisions of this Agreement by such court.

(h) **Waivers**
No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving Party, and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.

13. TERMINATION
All notices sent under this section 13 shall be sent in accordance with Exhibit A, Notices and Contact Information.

(a) **Customer's Right to Terminate**
If Cascade Locks has no Measures in the process of being implemented and all outstanding invoice packages have been submitted to BPA, then Cascade Locks may terminate this Agreement upon thirty days' prior written notice to

BPA. However, if Cascade Locks does have Measures in the process of being implemented, then Cascade Locks must submit any associated invoice packages prior to submitting a notice of termination. Any such termination will take effect upon BPA's payment of the final Approved Invoice Payment Amount. Cascade Locks may not submit invoices for implemented Measures after Cascade Locks has submitted a notice of termination.

If BPA has made any progress payments to Cascade Locks pursuant to the Implementation Manual and the relevant Measure(s) are yet to be fully implemented, or if Cascade Locks otherwise owes money to BPA under this Agreement, and Cascade Locks provides BPA written notice to terminate this Agreement, then the Parties shall work together to develop a mutually agreeable completion and repayment schedule. Cascade Locks will be required to have Measures under this Agreement completed by September 30 of the Rate Period in which the termination notice is provided to BPA. Termination of this Agreement will not be effective prior to BPA being reimbursed amounts owed or until BPA determines sufficient Measure completion.

(b) **BPA's Right to Terminate**

BPA may terminate this Agreement upon thirty days' prior written notice to Cascade Locks if BPA determines that Cascade Locks:

(1) has failed to comply with the record-keeping requirements included in the Implementation Manual;

(2) has failed to use any portion of the Implementation Budget in a manner consistent with this Agreement;

(3) has posed a significant environmental, health or safety threat;

(4) has reported falsified information to BPA; or

(5) has made any other material breach of this Agreement.

Any notice of termination sent by BPA shall include an effective date of such termination.

If BPA terminates this Agreement, then Cascade Locks's Available Implementation Budget will be zero as of the date of termination. Cascade Locks will not be allowed a completion period for any Measures Cascade Locks has in progress beyond the termination date. Further, Cascade Locks shall have 30 days after the termination date to provide a refund to BPA of any progress payments BPA made to Cascade Locks for Measures for which Cascade Locks had not yet submitted an invoice.

Termination by BPA under this section 13(b) is without prejudice to any other remedies available to BPA under law.

(c) **Termination Upon Termination of Power Sales Agreement**
If Cascade Locks' Power Sales Agreement Contract No. 09PB-13013 is terminated, then this Agreement shall terminate on the same date. If such actions occur, Cascade Locks's Available Implementation Budget will be zero as of the date of termination. Cascade Locks will not be allowed a completion period for any Measures Cascade Locks has in progress beyond the, termination date. Further, Cascade Locks shall have 30 days after the termination date to provide a refund to BPA of any progress payments BPA made to Cascade Locks for Measures for which Cascade Locks had not yet submitted an invoice. BPA shall also determine if Cascade Locks is required to provide a refund to BPA, in addition to any refund of progress payments.

14. SIGNATURES

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and the Agreement may be executed and delivered electronically. The Parties have executed this Agreement as of the last date indicated below.

CITY OF CASCADE LOCKS	UNITED STATES OF AMERICA Department of Energy Bonneville Power Administration
By _____	By _____
Title City Administrator	Title Energy Efficiency Representative

If opting out of the electronic signature:

By: _____

Name: _____
(Print/Type)

Title: _____

Date: _____

Exhibit A
NOTICES AND CONTACT INFORMATION

1. NOTICES AND CONTACT INFORMATION

(a) **Notices**

Any notice required under this Agreement that requires such notice to be provided under the terms of this section shall be provided in writing to the other Party in one of the following ways:

(1) delivered in person;

(2) by a nationally recognized delivery service with proof of receipt;

(3) by United States Certified Mail with return receipt requested;

(4) electronically, if both Parties have the means to verify the electronic notice's origin, date, time of transmittal and receipt; or

(5) by another method agreed to by the Parties.

Notices are effective when received. Either Party may change the name or address for delivery of notice by providing notice of such change consistent with this section. Parties shall deliver notices to the following person and address:

(b) **Contact Information**

If to Cascade Locks:

City of Cascade Locks
PO Box 308
Cascade Locks, OR 97014
Attn: Mr. Gordon Zimmerman
City Administrator

Phone: (541) 374-8484
E-Mail: gzimmerman@cascade-locks.or.us

If to BPA:

Bonneville Power Administration
909 1st Avenue, Suite 380
Seattle, WA 98104-3636
Attn: Greg Huebner – PEK/Seattle Utility COTR

Phone: (206) 220-6761
E-Mail: gahuebner@bpa.gov

2. REVISIONS

When a Party to this Agreement requests a change to their contact information included in section 1(b) of this exhibit, then the requesting Party must send notice of such requested change to the other Party. BPA may unilaterally revise this exhibit to implement such requested changes to section 1(b). All other revisions to this exhibit shall be by mutual agreement of all the Parties.

AGENDA ITEM NO: 5g

CASCADE LOCKS STAFF REPORT

Date Prepared: July 18, 2017

For City Council Meeting on: July 24, 2017

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approve 2017 Fire Department Recruitment Plan.

SYNOPSIS: The Port of Cascade Locks has included $25,000 donation to the Cascade Locks EMS Department in their 2017-18 budget with the condition that the City develop a recruitment plan to increase the number of volunteers, both firefighter and paramedic.

Fire Chief Jessica Bennett has developed the attached plan and seeks your approval and suggestions for this program.

CITY COUNCIL OPTIONS: Approve, modify, or reject the 2017 Fire Department Recruitment Plan.

RECOMMENDED MOTION: "I move to approve the 2017 Fire Department Recruitment Plan as developed by Fire Chief Jessica Bennett."

2017 Fire Department Recruitment Plan

Purpose

The purpose of this plan is to lay the foundation of recruitment and retention for Cascade Locks Fire and EMS over the next few years. This is by no means fully inclusive or exclusive to the potential recruitment and retention we may do. We thank the Port of Cascade Locks for the monetary assistance to make this possible. We hope to continue to better the service that we can provide to the community and the growing number of visitors each year.

Background

As volunteerism in the fire service and in our culture continues to decline, it is increasingly harder to recruit people to give their time for nothing in return other than the satisfaction of helping the community. Coupling that with increasing State requirements for training, it makes a difficult task seem nearly impossible. It means we have to resort to unconventional means to fill the need for volunteers. The days of open houses and passing out brochures are no longer an effective means of recruitment. Times have changed. We now live in a digital world where everyone has technology attached to them, families have little time to spend together, and in order to make ends meet all adult members of the household have to work. The fire service has never been good with change. 100 years of tradition unimpeded by progress is an accurate description, though there have been advancements in the last 10 years that have been mostly accepted without difficulty.

Current Status

To date we have 12 volunteers on our roster, about 9 of whom are regularly active in training and calls. This supplements our three paid staff who provide two person coverage during the day almost every day of the week. The only time coverage is less during the day is when someone is sick, on vacation, out to training, or otherwise approved to be absent. In May of last year we had one paid staff with a vacancy to be filled and two volunteers who responded regularly. We have increased our number of active staff by 400% in the course of a year, which is completely unheard of. This is also not likely to occur again, but to steadily grow and maintain is more the goal than large jumps in numbers all at once. The difficulty with bringing on so many new people all at once is that the fire department does not have a dedicated training officer nor a consistent training program for new employees.

What We Have Done So Far

In the last year we can attribute the increase in employees to hiring additional staff making three paid employees. We have done recruitment at the PCC paramedic program which has given us three new volunteers with varying levels of experience. We started another paramedic intern. We are paying for his paramedic education in return for him working shifts. We reinstated our student firefighter program, which we have gained one student from so far. We

have recruited one employee from public works. We also have had one individual return after not volunteering for over five years.

Plan for the Next Year

Over the next year we plan to continue what we have already started. We hope to go into every new paramedic class at PCC and do recruitment. They have two classes per year that we can recruit from. If we can prove this to be valuable and non-disruptive to the learning environment, we hope the institution will allow us to recruit from the fire science program as well. We are going to create more in-depth recruitment information to cut time down so we are more efficient and use less class time.

We want to have more of a presence at the high school to increase the number of student firefighters. By attending the student firefighters meeting every month, we hope to get more students interested. This program helps students as they transition from school to real life and helps them grow into productive members of society. We help them learn goal setting, patience, the importance of continued education, honesty, dedication, and hard work among numerous other things.

We hope to continue the paramedic intern program and convert them from interns to sleepers. This would help us supplement our night time responses and would essentially give the department 24 hour coverage for a lot less than a paid employee. The coverage would not be 24 hours all the time, but would help with a large portion of the time and when paid staff take time off.

We would like to identify some of the more creative types of recruitment and retention that other places are trying and see if those options work for us. The National Volunteer Fire Council (NVFC) as well as Oregon Volunteer Firefighters Association (OVFA) have numerous resources available to help departments with creating strong volunteer programs.

Plan for the Next Five Years

Within the next five years we would like to have an established employee dedicated to recruitment and retention of volunteers. They would be responsible for creating events, social media, and information dissemination for the recruitment of new volunteers and be attuned to the needs of the current volunteers for retention. If funding allowed, this could be an additional paid staff person, but more likely it would be one of the three current paid staff we have.

We will establish a solid and efficient training program for all new volunteers to streamline the training. They will be assigned a mentor that will guide them through the process and help them learn. This will help prevent us from possibly losing new volunteers to disorganization or disinterest due to slow processing.

We hope to increase the number of paramedic interns in our program so we can have them on a rotating type schedule to supplement paid staff and volunteer response. This would also allow

us to begin establishing a typical style schedule for the fire service. Through this we would be offering education to people in return for service. We have already proven that this program is very efficient and worthwhile. We potentially could expand and add fire interns, which would be the same process except we would help them with their fire service education in return for service.

Continuing to grow our student firefighter population will help us ensure the longevity of our agency and allow us to carry on the traditions of our job. Without the younger generation being interested and involved we will eventually run out of volunteers due to age, injury, disease, or death. Student volunteers are critical to all agencies and are the next generation of firefighters, EMT's, city councilors and staff that are going to be doing our jobs. Encouraging them early leads to better outcomes and more involvement.

Conclusion

Over the course of the next 10 years we hope to have a thriving volunteer base and efficient agency that other agencies look to for guidance. We want to be viewed in a positive light and continue moving forward, improving, and growing. The community is going to grow and with it, the emergency services department must grow as well.

We want to work on establishing new and different ways of gathering funding to continue to support our paid staff and allow the paid staff to support the volunteers. We want to begin seeking funding to finish the fire station, or finish it in steps, so we can continue to support out of the area volunteers, interns, and/or sleepers. This could be hugely beneficial to the health of our agency. Seeking grants to help fund recruitment and retention programs as well as ensuring we have a dedicated person doing that job could mean the difference between a very successful program and a failed program.

Jessica Bennett
Fire Chief

Revised: July 18, 2017