

CITY of CASCADE LOCKS

AGENDA

CITY COUNCIL MEETING, Monday, August 24, 2020, 7:00 PM, CITY HALL

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

1. **Call to Order/Pledge of Allegiance/Roll Call.**
2. **Additions or amendments to the Agenda.** (The Mayor may add items to the agenda after it is printed and distributed only when required by business necessity and only after an explanation has been given. The addition of agenda items after the agenda has been printed is otherwise discouraged.)
3. **Adoption of Consent Agenda.** (Consent Agenda may be approved in its entirety in a single motion. Items are considered to be routine. Any Councilor may make a motion to remove any item from the Consent Agenda for individual discussion.)
 - a. **Approval of August 10, 2020 Minutes.**
 - b. **Ratification of the Bills in the Amount of \$ 124,332.28**
 - c. **Approval of Noise Ordinance Waiver for Henry Wedding 7/31/21.**
 - d. **Approve 20/21 OLCC License Renewals.**
4. **Public Hearing:** None
5. **Action Items:**
 - a. **Appointment to Committees.**
 - b. **Resolution No. 1441 Extending State of Emergency.**
 - c. **Approve Wastewater Sampler Equipment Purchase.**
 - d. **Approve 2nd Reading of Ordinance No. 452 Adopting Chronic Nuisance Process.**
 - e. **Review Audit Engagement Letter.**
 - f. **Approve Appointment of Fire Chief.**
 - g. **Approve Adoption of Invoice Cloud.**
 - h. **Proclamation in Support for National Preparedness Month**
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.**

Public access to the meeting is available via Free Conference Call.com. The phone number is 978-990-5151 (long distance charges may apply if using your land line phone).
The access code is 2077547.

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 7PM. Present were CM's Julie Armstrong, Richard Randall, Bobby Walker and Mayor Cramblett. Due to a phone conferencing system malfunction CM's Bruce Fitzpatrick, Glenda Groves and Sara Patrick were excused. Also present were CA Gordon Zimmerman, Camera Operator Marianne Bump, Deputy Recorder Marilyn Place, Station Captain John Logan, Brenda Wood, Butch Miller, Karen Klapprich, Nick Klapprich and Cindy Mitchell.

2. **Additions or amendments to the Agenda.** None.

3. **Adoption of Consent Agenda.**

a. **Approval of July 27, 2020 Minutes.**

b. **Ratification of the Bills in the Amount of \$247,555.84. Motion:** CM Randall moved to approve the consent agenda seconded by CM Walker. The motion passed unanimously by CM's Armstrong, Randall, Walker and Mayor Cramblett.

4. **Public Hearing:** None

5. **Action Items:**

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

b. **First Reading of Ordinance No. 452, Defining and Addressing Chronic Nuisance Properties.** CA Zimmerman said Medford, Oregon has an ordinance it uses to force the correction of properties deemed a chronic nuisance and it's been working well for them. He said the City of Cascade Locks has followed Medford's format and created a Chronic Nuisance Ordinance which identifies twenty-nine different activities that are classified as a nuisance. He said the ordinance can be enforced when a property is defined as a chronic nuisance and it will allow the City to work with the owner to create an abatement program for the property. He said if the program is not adhered to, the City can take legal steps to condemn the property.

CM Armstrong said with the Chronic Nuisance Ordinance in place how long could it take to get a property condemned. CA Zimmerman said after the owner of the property has been legally notified by the City Attorney they have ten days to respond and produce an abatement plan. He said if the property owner does not respond, then the City Attorney, will commence legal proceedings to seek closure of the property. He said the ordinance violation will be heard by the Civil Court and the property owner will have another opportunity to correct the issue. He said if the owner does not appear in court or refuses the abatement plan the City will fence off the property to prevent people from going onto it until the nuisance is abated.

CM Armstrong asked what happens if people continue to go onto the property after its fenced off. CA Zimmerman said violators risk being arrested for trespassing if they don't stay off the property.

CM Randall asked where in the City's budget will the funds come from to enforce the Chronic Nuisance Ordinance. CA Zimmerman said we have some flexible funding in the Public Works area depending on exactly what level of enforcement the City would need to implement.

Mayor Cramblett said he would like to hear input from the CM's who weren't able to call in due to the phone conferencing malfunction. CA Zimmerman placed calls to CM's Fitzpatrick, Groves and Patrick. CM's Groves and Fitzpatrick were in agreement to proceed generating a Chronic Nuisance Ordinance along with CM's Randall, Walker and Mayor Cramblett. CM Patrick could not be reached.

c. **Approve Cascade Locks Business Interruption Grant Program.** CA Zimmerman said the Cares Act provided 50k to the City of Cascade Locks for Covid-19 Aid Relief and Economic Security. He said the funds can be used to assist qualifying small businesses who are dealing with interruptions and

layoffs due to Covid-19. **Motion:** CM Walker moved to approve the development and funding of the Cascade Locks Cares Business Interruption Grant Program seconded by CM Randall. The motion passed unanimously by CM's Armstrong, Randall, Walker and Mayor Cramblett.

6. Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community. Mr. Nick Klapprich said there is chronic criminal activity and nuisance level noise coming from and surrounding the property directly behind and adjacent to his property. Mr. Klapprich gave multiple accounts regarding the issues he's been dealing with at that particular property. He asked Council what could he do as a citizen to combat the issue. CA Zimmerman said the Hood River County (HRC) Sheriff's Department should be called each time an issue arises. Mr. Klapprich said he has been calling but isn't getting help from the Sheriff's office.

CA Zimmerman said the Chronic Nuisance Ordinance will give the City capability to take action once it's been adopted. CM Armstrong said those effected by the nuisance should continue to call the Sheriff each time there is an issue.

Ms. Klapprich said she has called the Sheriff multiple times and nothing is ever done and issues have been going on for several years. She said she's called the City multiple times regarding complaints but yet it continues to go on.

Cindy Mitchell said she has called the Sheriff's non-emergency number numerous times and nothing ever transpires. She said the neighbors that border this particular property have spoken of robberies which they won't report for fear of retaliation.

CM Walker said he has no idea why Cascade Locks can't get more police support for some of these criminal activities. Mayor Cramblett said one of the reasons the police can't help is because they are overwhelmed and understaffed in HRC.

7. Reports and Presentations.

a. City Committees. None.

b. City Administrator Zimmerman Report. CA Zimmerman said the City Council election is open for one Mayoral position and three City Council Member positions. He said those interested in running can obtain election packets from the City's website or they can request a packet from City Recorder Kathy Woosley.

CA Zimmerman said the Tourism Committee met on August 3, 2020 and made the following decisions;

- Retain Annie Van Domlen on Staff to maintain the website, etc.
- Continue to maintain the kiosk at Multnomah Falls
- Roll-over grant funds for PCT Days 2020, which was canceled this year due to Covid-19, to 2021

CA Zimmerman said the Tourism Committee decided to forego meetings until January 2021.

CA Zimmerman said the State Historic Preservation Office approved the archeologists finding of no adverse effects above or below ground at the location of the City's electric upgrade project. He reminded Council the three-million-dollar project is to acquire the BPA substation and rework the circuitry so the City can use both the BPA substation and the Pyramid substation and do the undergrounding to upgrade electric service in the business park.

8. Mayor and City Council Comments. CM Armstrong said she appreciated the citizens who came in that evening. She said she understands their frustrations with the chronic nuisance property they're dealing with and hopes the new ordinance will help them.

CM Armstrong said she wanted to open up the conversation to promote Station Captain John Logan to Fire Chief. She said he's doing the job already and he's done a tremendous job with the Fire Department and deserves to be promoted.

CA Zimmerman said staff can put an Action Item on the agenda for the next meeting so everyone can vote on it. There was consensus of Council to have the promotion of John Logan to Fire Chief added as an Action Item for the next City Council meeting August 24, 2020.

CM Randall wanted to thank the Fire Department for all the extra things they have to go through because of Covid-19. He said he wanted to let Station Captain Logan know how highly people in the community think of him.

CM Randall said he feels the pain of the citizens who have to deal with the chronic nuisance property. He cautioned people to not push those offenders too hard or they could retaliate in a negative way. He asked that everyone just hang in there and hopefully the City can take the appropriate action and help.

CM Walker said John Logan has done an amazing job with the Fire Department which, in the last 20 years, has been a hotbed topic for the City and its citizens.

CM Walker said what's going on with the property adjacent to the Klapprich's is not just a nuisance, its criminal. He said he hopes they continue to call the police and the City moves forward with the Ordinance to address these types of properties.

CM Walker said for everyone to continue to protect themselves and their families and to please wash your hands, wear your masks and keep your distance.

Mayor Cramblett said he appreciates Council for the good work they've been doing supporting the services the City provides the citizens of Cascade Locks.

Mayor Cramblett said he wanted to thank Larry Goben for the work he does mowing and weeding around town. He said when he drives around he often sees Larry out maintaining the City's property and other areas by keeping them nicely mowed and cleaned up. Mayor Cramblett said he appreciates the work Larry Goben is doing.

9. Other matters. None.

10. Executive Session as may be required. None.

11. Adjournment. Motion: CM Walker moved to adjourn, seconded by CM Randall. The motion passed unanimously by CM Armstrong, Randall, Walker and Mayor Cramblett. The meeting adjourned at 8:18PM.

Prepared by,
Deputy Recorder, Marilyn Place

APPROVED:

Mayor Tom Cramblett

BLANKET VOUCHER APPROVAL

PAGE NO. 1

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DEPARTMENT: CITY OF CASCADE LOCKS
COVER SHEET AND SUMMARY

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DATE:	8/24/2020	DESCRIPTION:	AMOUNT:
8/7/2020		A/P	\$ 71,807.90
8/14/2020		P/R	\$ 52,524.38

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GRAND TOTAL	\$ 124,332.28
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APPROVAL:

Mayor

Report Criteria:
Report type: GL detail

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-21010	.50	3,873.61-	3,873.11-
01-21011	8.00	.00	8.00
01-301-43280	20.00	.50-	19.50
01-401-62010	1,779.11	.00	1,779.11
01-401-62110	290.13	.00	290.13
01-401-62552	1,109.80	.00	1,109.80
01-404-62520	59.97	.00	59.97
01-404-62540	176.88	.00	176.88
01-407-62630	180.02	.00	180.02
01-408-62025	249.70	.00	249.70
05-21010	780.00	2,445.34-	1,665.34-
05-405-62050	40.04	.00	40.04
05-405-62111	1,560.00	780.00-	780.00
05-405-62439	845.30	.00	845.30
07-21010	.00	20,418.09-	20,418.09-
07-405-62114	20,418.09	.00	20,418.09
17-21010	.00	199.77-	199.77-
17-405-62551	199.77	.00	199.77
21-21010	.00	2,576.91-	2,576.91-
21-405-62070	201.66	.00	201.66
21-405-62560	2,127.67	.00	2,127.67
21-415-62009	247.58	.00	247.58
31-21010	.00	22,361.07-	22,361.07-
31-405-62070	3,166.50	.00	3,166.50
31-405-62560	612.57	.00	612.57
31-405-62700	18,582.00	.00	18,582.00
51-21010	.00	20,712.61-	20,712.61-
51-405-62110	108.80	.00	108.80
51-405-62139	824.00	.00	824.00
51-405-62190	500.00	.00	500.00
51-405-62560	19.06	.00	19.06
51-405-62800	70.75	.00	70.75
51-415-62009	19,190.00	.00	19,190.00
Grand Totals:	<u>73,367.90</u>	<u>73,367.90-</u>	<u>.00</u>

M = Manual Check, V = Void Check

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 11753:								
11754	08/20	08/07/2020	5650	158897	T & R Electric Supply Co	1500 KVA Three Phase Pad Mount	5141562009	1,779.11
Total 11754:								
11755	08/20	08/07/2020	6070	119637	TWGW Inc - NAPA Auto Parts	battery, degreaser, core deposits	0140462520	54.98
11755	08/20	08/07/2020	6070	119639	TWGW Inc - NAPA Auto Parts	fuse kit	0140462520	4.99
Total 11755:								
11756	08/20	08/07/2020	6765	1520586	Walter E Nelson Co	hand sanitizer, pump bottle	0140462540	176.88
Total 11756:								
11845	08/20	08/07/2020	940	080420	City of Springfield	Ambulance Billing Service	0540562111	780.00
Total 11845:								
Grand Totals:								
								71,806.90

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 11745:								
11746	08/20	08/07/2020	6795	0897324-1	Ferguson Enterprises Inc #3011	material Bowyer	2141562009	247.58
11746	08/20	08/07/2020	6795	0903233	Ferguson Enterprises Inc #3011	taps, gaskets, wds resis, brush, siffr	2140562560	320.39
11746	08/20	08/07/2020	6795	0903233-1	Ferguson Enterprises Inc #3011	tap cap	2140562560	116.28
11746	08/20	08/07/2020	6795	0903351	Ferguson Enterprises Inc #3011	nul/belt set, sdg resis, gaskets, saler cov	2140562560	1,078.42
Total 11746:								
11747	08/20	08/07/2020	2420	1501	Hood River County - Finance Dept	Dog License	0121011	8.00
11747	08/20	08/07/2020	2420	1501	Hood River County - Finance Dept	Dog License	0130143280	.50
Total 11747:								
11748	08/20	08/07/2020	7102	063020 COM	Lee Contractors, LLC	project complete	0740562114	20,418.09
Total 11748:								
11749	08/20	08/07/2020	3770	22-202007	Net Assets	Title Search	0140162110	49.00
Total 11749:								
11750	08/20	08/07/2020	4070	0070337	One Call Concepts Inc	locate services	5140562110	26.40
Total 11750:								
11751	08/20	08/07/2020	7074	36290	Power Design Inc	meter base bear min	5141562009	815.00
Total 11751:								
11752	08/20	08/07/2020	7026	8180217203	Shred-It USA	Archives Shred Bins	0140162110	62.13
Total 11752:								
11753	08/20	08/07/2020	5510	7309606218-	Staples Contract & Commercial Inc	Office Supplies	0140162010	25.69
11753	08/20	08/07/2020	5510	7309606218-	Staples Contract & Commercial Inc	Office Supplies	0140162010	916.75
11753	08/20	08/07/2020	5510	7309606218-	Staples Contract & Commercial Inc	Office Supplies	0140162010	334.27
11753	08/20	08/07/2020	5510	7309686945-	Staples Contract & Commercial Inc	Office Supplies	0140162010	270.56
11753	08/20	08/07/2020	5510	7310524444-	Staples Contract & Commercial Inc	Office Supplies	0140162010	231.84

M = Manual Check, V = Void Check

Check Register - By Check No.
 Check Issue Dates: 8/7/2020 - 8/7/2020

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 11738:								
11739	08/20	08/07/2020	820	351200-024	CH2M Hill Engineers Inc	Engineering Services	3140562700	5,773.80
11739	08/20	08/07/2020	820	351200-025	CH2M Hill Engineers Inc	Engineering Services	3140562700	9,692.58
Total 11739:								
11740	08/20	08/07/2020	6834	CR 080520	Cindy Fessler	Refund Candidate Filing	0130143280	8,889.42
Total 11740:								
11741	08/20	08/07/2020	7116	35955419	CIT	kyocera copier MONTHLY CHARGE july	0140162110	18,562.00
Total 11741:								
11742	08/20	08/07/2020	900	100038903-A	City of Cascade Locks	Senior Sewer Subsidy	0140862025	20.00
11742	08/20	08/07/2020	900	100039801-A	City of Cascade Locks	Senior Sewer Subsidy	0140862025	179.00
11742	08/20	08/07/2020	900	100473101-A	City of Cascade Locks	Senior Sewer Subsidy	0140862025	179.00
11742	08/20	08/07/2020	900	200103600-A	City of Cascade Locks	Senior Sewer Subsidy	0140862025	22.70
11742	08/20	08/07/2020	900	200103802-A	City of Cascade Locks	Senior Sewer Subsidy	0140862025	22.70
11742	08/20	08/07/2020	900	200111400-A	City of Cascade Locks	Senior Sewer Subsidy	0140862025	22.70
11742	08/20	08/07/2020	900	201063000-A	City of Cascade Locks	Senior Sewer Subsidy	0140862025	22.70
11742	08/20	08/07/2020	900	300163700-A	City of Cascade Locks	Senior Sewer Subsidy	0140862025	22.70
11742	08/20	08/07/2020	900	300186600-A	City of Cascade Locks	Senior Sewer Subsidy	0140862025	22.70
11742	08/20	08/07/2020	900	300192800-A	City of Cascade Locks	Senior Sewer Subsidy	0140862025	22.70
11742	08/20	08/07/2020	900	600149610-A	City of Cascade Locks	Senior Sewer Subsidy	0140862025	22.70
Total 11742:								
11743	08/20	08/07/2020	1120	B279883	Columbia Hardware LLC	brick	5140562560	249.70
Total 11743:								
11744	08/20	08/07/2020	1420	2295	Dennis V Snyder Jr Contractors	rock	2140562560	19.06
11744	08/20	08/07/2020	1420	2295	Dennis V Snyder Jr Contractors	rock	3140562560	612.58
Total 11744:								
11745	08/20	08/07/2020	1620	2815	Efficiency Services Group LLC	BPA Program Services	5140562139	612.57
Total 11745:								
								1,225.15
								824.00

Report Criteria:
 Report type: GL detail

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
11734	08/20	08/07/2020		10 080420	CITY OF SPRINGFIELD	EMS billing	0540562111	780.00
11734	08/20	08/07/2020		10 080420	CITY OF SPRINGFIELD	EMS billing	0540562111	780.00- V
Total 11734:								
								.00
11735	08/20	08/07/2020		6966 01410018UH	American Messaging	Paging Service	5140562110	82.40
Total 11735:								
								82.40
11736	08/20	08/07/2020		200 2872903700	AT&T Mobility	Ems phone	0540562050	40.04
Total 11736:								
								40.04
11737	08/20	08/07/2020		6979 JULY 2020	Cartomation Inc	GIS Service for City	5140562190	500.00
Total 11737:								
								500.00
11738	08/20	08/07/2020		670 100001500-A	Cascade Locks Light Co	New Fire Station	0540562439	696.17
11738	08/20	08/07/2020		670 100003500-A	Cascade Locks Light Co	Res no2	2140562070	28.30
11738	08/20	08/07/2020		670 100030200-A	Cascade Locks Light Co	Pump Lift Station	3140562070	28.59
11738	08/20	08/07/2020		670 100379100-A	Cascade Locks Light Co	treatment plant	3140562070	2,220.30
11738	08/20	08/07/2020		670 100381300-A	Cascade Locks Light Co	Warehouse	2140562070	42.10
11738	08/20	08/07/2020		670 103742700-A	Cascade Locks Light Co	Wasco Crk Lift Station	3140562070	75.62
11738	08/20	08/07/2020		670 103814000-A	Cascade Locks Light Co	Corrosion Control	2140562070	131.26
11738	08/20	08/07/2020		670 200120000-A	Cascade Locks Light Co	Cemetery Water	1740562551	199.77
11738	08/20	08/07/2020		670 300155100-A	Cascade Locks Light Co	main lift station	3140562070	787.68
11738	08/20	08/07/2020		670 300155900-A	Cascade Locks Light Co	museum	0140762630	180.02
11738	08/20	08/07/2020		670 300159000-A	Cascade Locks Light Co	overlook park restrooms	0140162552	194.35
11738	08/20	08/07/2020		670 300171800-A	Cascade Locks Light Co	Mall Lighting	5140562800	70.75
11738	08/20	08/07/2020		670 301961200-A	Cascade Locks Light Co	Bike Path	0140162552	33.38
11738	08/20	08/07/2020		670 600135000-A	Cascade Locks Light Co	City Hall Utilities	0140162552	505.16
11738	08/20	08/07/2020		670 600135700-A	Cascade Locks Light Co	Sewer Lift on Cascade	3140562070	19.07
11738	08/20	08/07/2020		670 600136900-A	Cascade Locks Light Co	87 Ruckel	3140562070	35.24
11738	08/20	08/07/2020		670 600149800-A	Cascade Locks Light Co	City Hall Irrigation	0140162552	376.91
11738	08/20	08/07/2020		670 601369800-A	Cascade Locks Light Co	radio tower	0540562439	149.13

July 31, 2020

Cathy
City of Cascade Locks
PO Box 308
Cascade Locks, OR 97014



Hello Cathy:

My fiance and I would like to request an extension of the noise ordinance for our wedding party until midnight on Saturday, July 31, 2021 (one year from now) at the wooden pavilion at Marine Park at the Port of Cascade Locks, 427 Portage Road, Cascade Locks, OR, 97014. We rented the venue from the Port until midnight and would like to keep the music playing that long. We live in North Bonneville WA, just across the river. The contact info is Marianne Henry, marianne.v.henry@gmail.com, 503-459-6789.

Thank you,

Marianne Henry

OLCC Permits

LICENSE NO.	PERMIT NO.	BUSINESS NAME	PAID/NOT PAID
299596	14664	Bridgeside	PD 08/13/2020
298144	58579	Brigham Fist Market	PD 07/27/2020
300446	6151	Cascade Inn	Closed
301213/308062	5525	Cascade Ale House	PD 07/20/2020
302201	16033	Shell, CECO Inc	Not Paid
298258	45483	CCL Chevron	PD 08/17/2020
298055/298056	12402	Stern Wheeler	Not Paid
299912	5526	Columbia Market	PD 7/21/2020
306320	61075	Pfriem Family Brewers	Not Paid
300962	51367	Thunder Island Brewing	PD 8/03/2020

A call has been made to those who have not paid as well as a second letter sent on 08/18/2020.

CASCADE LOCKS STAFF REPORT

Date Prepared: August 17, 2020

For City Council Meeting on: August 24, 2020

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approve RES1441 Extending a State of Emergency

SYNOPSIS: The City Council previously extended the State of Emergency due to the potential impacts of the coronavirus CoVID-19 on the City of Cascade Locks expires on August 31.

City Hall is open for essential business by appointment or by walk in if following physical distancing rules, sanitizing, and wearing face masks. The use of building for other than City Council, Budget Committee, or Planning Committee meetings will remain closed until the SOE is lifted. We will open the building for City Council meetings following physical distancing restrictions.

The Governor has placed Hood River County on the Watch List for two reasons. We have 5 business operations in the County with more than 5 confirmed COVID cases and we have an increasing number of tourists coming into the County that may bring the virus with them. Since any movement on reopening requires at least a three week time period to demonstrate a decreasing infection and/or hospitalization rate, this resolution extends the state of emergency until the end of October.

The City will continue to work out payment arrangements, if necessary, to allow people to catch up on the bill. Our customers have been very responsive to our requests.

Utility customers may pay their bills on line, through the mail, or dropping their payment in the City Hall Drop Box located on the east side of the building on the lower level.

CITY COUNCIL OPTIONS: Approve, modify, or reject Resolution 1441 Extending the State of Emergency Due to CoVid-19 until October 31.

RECOMMENDED MOTION: "I move to approve Resolution 1441 extending the State of Emergency due to CoVid-19 until October 31, 2020."

RESOLUTION No. 1441

**A RESOLUTION OF THE CITY OF CASCADE LOCKS
EXTENDING THE DECLARATION OF A STATE OF EMERGENCY
DUE TO COVID-19**

WHEREAS, the novel coronavirus causes a disease known as COVID-19, which is a respiratory disease with the potential to cause serious illness or loss of life and is an immediate threat to public health and safety;

WHEREAS, multiple cases of COVID-19 have been detected in Oregon;

WHEREAS, the Governor of the State of Oregon has declared by Executive Order No. 20-03 a statewide public health state of emergency due to the outbreak of COVID-19 in Oregon;

WHEREAS, ORS 401.305 et seq. provides authority for the City of Cascade Locks to act as an emergency management agency, including authority to establish policies and protocols for defining and directing responsibilities during a time of emergency;

WHEREAS, to ensure the City of Cascade Locks is fully prepared for a local outbreak of COVID-19 and has the resources and authority needed to respond to the disease, a declaration of emergency is necessary;

WHEREAS, Hood River County's Phase 2 reopening has been placed on a watch list by the Governor; and

WHEREAS, the previously adopted Resolution declaring a state of emergency has or will expire, requiring an extension thereof.

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

SECTION 1. A local public health state of emergency due to COVID-19 exists within the territorial limits of the City of Cascade Locks.

SECTION 2. The previous Resolution declaring a state of emergency is extended, and shall remain in effect until October 31, 2020, unless sooner terminated or further extended.

SECTION 3. For the duration of the emergency, unless otherwise specified by the Council, the ordinary line of succession remains in effect.

SECTION 4. To protect the health of City employees, the City Administrator may issue emergency rules or guidance on the use of sick leave, telework, remote work, or other policies that shall be in effect only for the duration of the emergency.

SECTION 5. The City and its officials are authorized to take such actions and issue such orders as described in the City Code of Cascade Locks, Chapter 33, as are determined to be necessary to protect lives and property and to efficiently conduct activities that minimize or mitigate the effect of the emergency.

SECTION 6. The emergency procurement of goods and services are authorized pursuant to the Oregon Public Contracting Code.

SECTION 7. The City Administrator shall take all necessary steps authorized by law to coordinate the response and recovery of this emergency, including but not limited to, requesting assistance from the State of Oregon, Hood River County, and other governmental agencies.

SECTION 8. The City Administrator is authorized to cancel non-essential City commissions, committees, task forces and City events through October 31, 2020.

This resolution shall become effective upon adoption by the City of Cascade Locks City Council.

ADOPTED by the City Council this 24th day of August, 2020.

APPROVED by the Mayor this 24th day of August, 2020.

Tom Cramblett, Mayor

ATTEST:

Kathy Woosley, City Recorder

CASCADE LOCKS STAFF REPORT

Date Prepared: August 18, 2020

For City Council Meeting on: August 24, 2020

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approve Wastewater Sampler Equipment Purchase

SYNOPSIS: As you know, we are in the middle of the design engineering for the wastewater treatment plant. While this is a comprehensive rebuild, it does not include the equipment needed to take samples of the effluent for testing of our treatment process. We have two composite samplers, but one has failed. The other is near failure per our plant operator.

After consultation with our wastewater engineer, Troy Baker, it was determined that it would be better to replace these samplers, rather than repair the old samplers because of the declining ability to get replacement parts.

Jacobs Engineering did a search for replacement units, considering the current provider and competitive models. They are recommending the AS950 All Weather Sampler from Hach in Colorado. The total cost to replace both units is \$10,861.20.

The funds are available in the Sewer Capital Reserve Fund for equipment replacement.

CITY COUNCIL OPTIONS: Approve, modify, or reject the bid from Hach.

RECOMMENDED MOTION: "I move to approve the purchase of two composite samplers for the Wastewater Treatment Plant from Hach totaling \$10,861.20."



Quotation

Quote Number: 100584902v2
Use quote number at time of order to ensure that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 08/12/20

Quote Expiration: 10/11/20

CITY OF CASCADE LOCKS
140 SW WANAPA ST
CASCADE LOCKS, OR 97014

Name: Sheldon Price
Phone: 541-374-8484
Email: swprice@cascade-locks.or.us

Sales Contact: Tim Niccum Email: timothy.niccum@hach.com Phone: 503-298-8832

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	ASA.CXXX1X11XX	AS950 All Weather Sampler Bundle with 1 - 5.5 Gallon Bottle. Standard lead time 5 days.	2	5,392.10	10,784.20
2	541	Multi-Purpose Half Cable, 25 ft. Standard lead time 5 days.	1	77.00	77.00
Grand Total					\$ 10,861.20

TERMS OF SALE

Freight: Prepaid By Shipper - Agreement

FCA: Hach's facility

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological

weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
 - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.

This Quote is good for a one time purchase

Sales Contact:

Name: Tim Niccum
Title: Regional Sales Manager
Phone: 503-298-8832
Email: timothy.niccum@hach.com



Be Right™

Quotation Addendum

HACH COMPANY

Headquarters
 P.O. Box 389
 5600 Lindbergh Drive
 Loveland, CO 80539-0389

Purchase Orders
 PO Box 608
 Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.
 Phone: 800-227-4224
 Fax: 970-669-2932
 E-Mail: orders@hach.com
 quotes@hach.com
 techhelp@hach.com

Export
 Phone: 970-669-3050
 Fax: 970-461-3939
 Email: intl@hach.com

Remittance
 2207 Collections Center Drive
 Chicago, IL 60693

Wire Transfers
 Bank of America
 231 S. LaSalle St.
 Chicago, IL 60604
 Account: 8765602385
 Routing (ABA): 071000039

ADVANTAGES OF WORKING WITH HACH

Hach Service	Pick&Ship™	Technical Support
<p><i>Protect your investment & peace of mind</i></p> <ul style="list-style-type: none"> ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk <p>www.hach.com/service-contracts</p>	<p><i>Pick&Ship™ Program offers a better way to keep your supplies in stock</i></p> <ul style="list-style-type: none"> ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them <p>www.Hach.com/pickandship</p>	<p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com <p>www.Hach.com</p>

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

Safe & Fast Delivery	Save Time – Less Hassle	Save Money
<ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used. 	<ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4}						Collect ⁴ Handling Fee Effective 4/11/2020
Total Price of Merchandise Ordered	Standard Surface Delivery (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$17.99	\$44.99	\$83.90	\$72.21	\$137.27	\$13.47
\$50.00 - \$149.99	\$28.59	\$84.27	\$159.00	\$120.84	\$229.73	\$13.85
\$150.00 - \$349.99	\$50.22	\$133.98	\$272.91	\$169.07	\$329.04	\$14.72
\$350.00 - \$649.99	\$69.95	\$182.91	\$363.75	\$228.65	\$442.76	\$15.48
\$650.00 - \$949.99	\$88.16	\$191.13	\$399.98	\$236.66	\$446.10	\$16.04
\$950.00 - \$1,999.99	\$110.91	\$235.85	\$498.69	\$280.67	\$543.06	\$17.52
\$2,000.00 - \$3,999.99	\$128.04	\$250.64	\$513.44	\$291.54	\$554.54	\$20.22
\$4,000.00 - \$5,999.99	\$148.44	\$260.33	\$538.23	\$292.89	\$570.53	\$24.90
\$6,000.00 - \$7,999.99	\$175.40	\$296.40	\$612.84	\$323.07	\$622.86	\$29.04
\$8,000.00 - \$9,999.99	\$200.15	\$336.83	\$658.19	\$360.41	\$683.52	\$33.51
Over \$10,000	2.5% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	\$51.84

¹ Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.

² Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.

³ Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.

⁴ Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies



TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. **SOFTWARE AND DATA.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. **RELATIONSHIP OF PARTIES:** Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *

CASCADE LOCKS STAFF REPORT

Date Prepared: August 17, 2020

For City Council Meeting on: August 24, 2020

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: First Reading Ord. 452 Providing for Regulation and Enforcement of Chronic Nuisance Property.

SYNOPSIS: The City Charter provides for the following:

Section 35. CONDEMNATION. Any necessity of taking property for the City by condemnation shall be determined by the Council and declared by a resolution of the Council describing the property and stating the uses to which it shall be devoted. Except as provided in this section, any private real property condemned by the City may not be conveyed to another private party without offering the original owner, or the heirs of the original owner the right to repurchase the property for no more than the original condemnation value, adjusted for inflation of no more than 3% per year, or the real market value, whichever is less.

A. When private real property is condemned by the City because:

- 1) It constitutes a danger to the health or safety of the community; or
- 2) Because of dilapidated structures or insufficient water or sanitary facilities; or
- 3) Any combination of these factors apply, then the repurchase price established in this section shall also include the actual cost of correcting the deficiencies listed in this section.

[Section 35 is amended per November 4, 2008 General Election]"

The City Attorney advised that the procedure for condemning the property is set by the state legislature. Attached is a basic outline of the procedure.

In essence, the procedure says the City would have to declare the purpose of the condemnation, have the property appraised to determine fair market value, and then offer that value to the property owner. If the City were to then remediate the property and offer it for sale, the previous property owner has the right to repurchase the property for the fair market value plus the cost of any improvement made. The average cost of residential housing in the City currently is roughly

\$200,000. The City would need to be prepared to pay the fair market value before any work to remediate the property is done.

This could turn into a large financial commitment.

In doing some research across the State, the City Attorney found an example of an ordinance in Medford that defines a chronic nuisance and outlines steps that can be taken, working with the property owner, to mediate the cause of the nuisance. This ordinance, reviewed and reworked with Cascade Locks in mind by the City Attorney and the City Administrator, is attached for your first reading as an ordinance.

Ordinance No. 452 outlines the type and frequency of nuisances that can be applied to individual city lots. A chronic nuisance property is one that has any three nuisance activities in a 30 day period, four in a 120 day period, or 6 or more in a 365 day period.

When a property has been determined to be a chronic nuisance, the City Administrator then notifies the "person in charge" that a Chronic Nuisance Abatement Plan (CNAP) is required to be submitted to the City within 10 days.

The CNAP would then be reviewed and either approved or denied within 10 days of receipt.

If the CNAP does not remedy the situation, the City can then commence civil action against the property with the Municipal Court. The Court may order that the property be closed and secured against all occupancy, use, or access for not less than 6 months nor more than a year.

Any expenses accrued by the City are subject to repayment by the Person in Charge and/or subject to a lien against the property.

This seems to be a more affordable alternative to actually taking possession of a property, abating the property, then selling it to a responsible party hoping to cover any and all costs.

CITY COUNCIL OPTIONS: This is the first reading of the ordinance. Any modifications or suggestions for improvement are welcome and may be included if the changes do not substantially alter the intent of the ordinance at the second reading.

RECOMMENDED MOTION: No motion is required at the first reading. The motion to adopt the ordinance will be made at the next meeting of the City Council.

Second Reading Ord. 452 Providing for Regulation and Enforcement of Chronic Nuisance Property.

I have put together a Chronic Nuisance Time line for your review. This process is not instantaneous. We want to make sure that all nuisance violations are included in the initial contact. The CNAP can then address correct of all nuisances. With a complete list, more pressure can be put on the property owner. The owner or person in charge can then address all aspects of the nuisance property and we would not have to undertake a second round of compliance.

The City Attorney is researching the question of how far back can we go for complaints. Normally compliance issues would start with the passage of the ordinance. Again, we want to make sure the complaint is comprehensive so all issues are addressed. This may take some time to investigate and compile.

City Council Options: Approve, Modify, or Reject Ordinance 452

RECOMMENDED MOTION: "I move to approve the second reading of Ordinance 452 establishing a Chronic Nuisance Process and the regulation and enforcement of chronic nuisance property."

Chronic Nuisance Process Timeline

Identify Potential Property

3 nuisances in 30 days

4 nuisances in 120 days

6 or more nuisances in 365 days

Or an executed Court ordered search warrant discovers controlled substances

Notice of Service (7 days)

Street Address Identifying the Property

Description of Nuisances upon which the complaint is based

Statement designating the 10-day time frame in which an Abatement Plan is submitted to the City

Manner of Service (Concurrent)

A copy of the notice at the property

A certified mail notification to owner

Chronic Nuisance Abatement Plan (CNAP) (10 Days)

Submitted by Person in Charge describing actions to abate nuisance

10-day review by City Administrator for approval or rejection of CNAP

If denied, Person in Charge has 10 days to resubmit plan for approval.

If approved, City Administrator shall monitor corrective actions.

Violations:

Failure to submit CNAP within 10 days of notice

Failure to resubmit a rejected CNAP within 10 days of notice

Failure to implement approved CNAP within time frames agreed to

Report of additional nuisance violations after Notice of Service

Civil Action: (Up to 42 days)

If abatement is not implemented, then matter referred to Municipal Court.

If court finds cause, property may be secured for not less than 6 months nor more than 12 months. Other penalties may be assessed.

ORDINANCE NO. 452

**AN ORDINANCE OF THE CITY OF CASCADE LOCKS PROVIDING FOR
REGULATION AND ENFORCEMENT OF CHRONIC NUISANCE PROPERTY, ENUMERATING
CHRONIC NUISANCE, PROVIDING PENALTIES FOR MAINTAINING A CHRONIC NUISANCE, AND
DECLARING AN EMERGENCY**

WHEREAS, the City Council of the City of Cascade Locks (“City”) has the authority to protect the health, safety, and welfare of the community;

WHEREAS, the City has the power to abate a violation of the City Code of Cascade Locks declared to be a public nuisance by imposing a fine on the owner of the property, requiring the owner to abate the nuisance, or abating the nuisance if the owner fails to do so;

WHEREAS, the abatement of a single nuisance is ineffective in protecting the health, safety, and welfare of the community at large when conditions or activities related to the use of property give rise to a series of public nuisances over time;

WHEREAS, a process to hold property owners and other persons in charge of property accountable for adverse conditions and activities that repeatedly occur in connection with the property is needed to help maintain and improve the quality of life in the City;

WHEREAS, pursuant to the City’s authority to protect the health, safety, and welfare of the community, this Ordinance is enacted to establish the rights, duties, and procedures necessary to hold property owners and other persons in charge of property accountable for adverse conditions and activities that repeatedly occur in connection with the property; and

WHEREAS, the enactment of this Ordinance is immediately necessary to protect the peace, health, safety, and welfare of the City and its inhabitants.

NOW, THEREFORE, THE CITY OF CASCADE LOCKS, OREGON, ORDAINS AS FOLLOWS:

Section 1. Definitions. As used in this Ordinance:

A. Chronic Nuisance Abatement Plan (CNAP): A plan required to be submitted by a “Person in Charge” in response to a notice authorized under the Ordinance that includes actions to abate, correct, or eliminate the occurrence of chronic nuisance activities on or around the property. A CNAP may include, but is not limited to the following: actions to remedy building code, fire code, property maintenance code, and nuisance code violations; eviction of problem tenants responsible for causing chronic nuisance activities; or hiring security guards to monitor the property. A CNAP shall include an implementation timeline.

B. Chronic Nuisance Property: Property on which:

(1) Three or more nuisance activities have occurred during any 30-day period;

- (2) Four or more nuisance activities have occurred during any 120-day period;
- (3) Six or more nuisance activities have occurred during any 365-day period;

or

(4) A court has issued a search warrant based upon probable cause that possession, manufacture, or delivery of a controlled substance or related offenses as defined in ORS 167.203, ORS 475.005 through ORS 475.285, and/or ORS 475.752 through 475.980 has occurred within the previous (30) days, and the execution of the search warrant has resulted in the discovery of such controlled substances.

C. Nuisance Activities: Any of the following activities, behaviors, or criminal conduct that occurs on or within 200 feet of the property:

- (1) Harassment as provided in ORS 166.065 or City Code of Cascade Locks §130.021;
- (2) Intimidation as provided in ORS 166.155 through 166.165;
- (3) Disorderly conduct as provided in ORS 166.025 or City Code of Cascade Locks §130.018;
- (4) Assault as provided in ORS 163.160, ORS 163.165, ORS 163.175, ORS 163.185 or City Code of Cascade Locks §130.015;
- (5) Strangulation as provided in ORS 163.187;
- (6) Menacing as provided in ORS 163.190 or City Code of Cascade Locks §130.016;
- (7) Recklessly endangering another person as provided in ORS 163.195 or City Code of Cascade Locks §130.017;
- (8) Public or private indecency as provided in ORS 163.465 and ORS 163.467 or City Code of Cascade Locks §130.025;
- (9) Prostitution or related offenses as provided in ORS 167.007 through ORS 167.017;
- (10) Alcoholic liquor violations as provided in the Oregon Liquor Control Act;
- (11) Theft as provided in ORS 164.015 through 164.140 or City Code of Cascade Locks §130.040;
- (12) Arson or related offenses as provided in ORS 164.315 through 164.325;
- (13) Possession, manufacture, or delivery of a controlled substance or related offenses as provided in ORS 167.203, ORS 475.005 through 475.285, and/or ORS 475.752 through 475.980;
- (14) Criminal mischief as provided in ORS 164.345 through 164.365 or City Code of Cascade Locks §130.043;
- (15) Any attempt to commit (as defined by ORS 161.405), or conspiracy to commit (as defined by ORS 161.455), any of the above offenses;
- (16) Marijuana-related offenses as provided in the Control and Regulation of Marijuana Act (ORS 475B.010 through ORS 475B.395), the Oregon Medical Marijuana Act (ORS 175B.400 through ORS 465B.525);
- (17) Hindering prosecution as provided in ORS 162.325;
- (18) Discharge of weapons as provided in City Code of Cascade Locks §130.071;

- (19) Unnecessary noise as provided in City Code of Cascade Locks §94.01 through 94.99;
- (20) Nuisance activities as provided in City Code of Cascade Locks §95.01 through 95.99;
- (21) Animal violations as provided in City Code of Cascade Locks §90.03;
- (22) Reckless burning as provided in ORS 164.135;
- (23) Maintaining a fire hazard or illegal occupancy as provided in City Code of Cascade Locks §91.030 through 91.038;
- (24) Failure to maintain garbage service as provided in City Code of Cascade Locks §50.03;
- (25) Maintaining cross-connections to the City's water supply as regulated in City Code of Cascade Locks §52.01 through 52.99;
- (26) Maintaining inoperable and discarded vehicles in violation of City Code of Cascade Locks Chapter 92, each separate vehicle being a separate violation;
- (27) Failure to allow electrical meter accessibility, allowing unlawful connections, or other unauthorized and prohibited activity as provided in City Code of Cascade Locks Chapter 53;
- (28) Failure to maintain water/wastewater utility service while a property is occupied; and
- (29) Any other activity required by state or local rule, or failure to perform such activity, which affects health, safety, or occupancy of a property.

D. Control: The ability to regulate, restrain, dominate, counteract, or govern conduct that occurs on property.

E. Person in Charge: Any person, in actual or constructive possession of a property, including but not limited to, an owner, occupant, tenant, or person authorized to manage a property.

F. Permits or Maintains: To suffer, allow, consent to, acquiesce by failure to prevent, or expressly assent or agree to the doing of an act.

G. Person: Any natural person, agent, association, firm, partnership, or corporation capable of owning, occupying, using, or managing property in the City of Cascade Locks.

H. Property: Any property, including land and that which is affixed, incidental or appurtenant to land, including but not limited to, any business or residential premises, room, house, parking area, loading area, landscaping, building or structure, or any separate part, unit, or portion thereof, or any business equipment, whether or not permanent. For property consisting of more than one unit, property is limited to the unit or the portion of the property on which any nuisance abatement has occurred or is occurring, but includes areas of the property used in common by all units of property including, without limitation, other structures erected on the property and areas used for parking, loading, and landscaping.

I. Person Associated With: Any person who, on the occasion of a nuisance activity, has entered, patronized, visited, or attempted to enter, patronize or visit, or waited to enter, patronize or visit a property or person present on a property, including without limitation any officer, director, customer, agent, employee, or any independent contractor of a property, Person in Charge, or owner thereof.

Section 2. Notice and Manner of Service.

A. When the City Administrator receives a report documenting that a property has become a chronic nuisance property, the City Administrator or designee shall notify the Person in Charge in writing.

B. The notice shall contain the following information:

- (1) The street address or legal description sufficient for identification of the property;
- (2) A statement that the City Administrator or designee has determined the property to be a chronic nuisance property, with a description of the nuisance activities upon which the statement is based; and
- (3) A statement that the Person in Charge shall submit a CNAP to the City Administrator or designee within ten (10) days from the date the notice was personally served or mailed.

C. Service shall be made either personally or by certified mail, addressed to the Person in Charge at the address of the property, or such other place which is reasonably calculated, under all the circumstances, to notify the Person in Charge of the City's determination. A copy of the notice shall be served on the owner of the property at such address shown on the tax rolls of the county, if that person is different than the Person in Charge, and shall be made either personally or by certified mail.

D. The City shall post a copy of the notice at the property if a notice is served by certified mail.

Section 3. Chronic Nuisance Abatement Plan.

A. A Person in Charge shall respond to the City Administrator or designee within ten (10) days of the date the notice described in Section 2 was served by submitting a CNAP describing the actions that the Person in Charge will take to abate, correct, or eliminate the occurrence of chronic nuisance activities.

B. The City Administrator or designee shall review the CNAP submitted by the Person in Charge and shall approve or deny it in writing within ten (10) days of it being submitted.

C. The City Administrator or designee shall approve the plan provided by the Person in Charge if the plan provides adequate assurances that the actions proposed are likely to substantially decrease the incidence of chronic nuisance activities on or around the property.

D. In the event the CNAP is denied, the reasons for the denial shall be included and the Person in Charge shall have ten (10) days to resubmit a plan for approval.

E. After the City Administrator or designee approves the CNAP, the Person in Charge shall implement it in accordance with the timeline and terms set forth within the CNAP.

Section 4. Violation.

A. Any property within the City which is a chronic nuisance property is subject to the remedies prescribed in this Ordinance.

B. Any Person in Charge in violation of this Ordinance shall be subject to the remedies prescribed in this Ordinance.

C. The following actions constitute a violation of this Ordinance:
(1) failing to submit a CNAP as required by the City Administrator;
(2) failing to resubmit a CNAP as required by the City Administrator under Section 3(B) of this Ordinance;
(3) failing to implement the CNAP in accordance with the timeline and terms set forth within the plan as required by Section 3 of this Ordinance; or
(4) a report of an additional nuisance activity at the property after service of the notice described in Section 2 of this Ordinance.

D. A violation of Section 4(C) of this Ordinance constitutes a violation, punishable by a fine of up to \$500.00. Every day in which the violation exists constitutes a separate violation.

Section 5. Commencement of Civil Action; Remedies.

A. If the Person in Charge fails to submit and implement a CNAP as required, or the approved CNAP does not result in the abatement of the chronic nuisance activity, the City Administrator may refer the matter to the City Attorney to commence legal proceedings to seek closure of the property, the imposition of civil penalties, and any such other relief deemed appropriate. The action shall be brought in any court of competent jurisdiction, including City of Cascade Locks Municipal Court. The court shall award attorney fees and costs to the prevailing party.

B. The action shall be commenced by the filing of a complaint alleging facts constituting the nuisance activities, and contain a legal description of the property involved and an allegation that the owners of record of the property have been notified of the facts giving rise

to the alleged nuisance activities at least ten (10) days prior to the filing of the action with the court.

C. The complaint shall be served as provided in Oregon Rules of Civil Procedure (ORCP) 7. No service need be made prior to an application for a temporary restraining order, provided the procedures of ORCP 79B are followed with regard to all persons entitled to service under this section.

D. If after the commencement but prior to the trial of any action or suit brought by the City, a Person in Charge stipulates with the City that he or she will pursue a course of action that the parties agree will abate the nuisance activities giving rise to the violation, the City may agree to stay the proceedings for a period as agreed to by the parties.

E. When a Person in Charge responds to the City Administrator as required by this Ordinance, statements made in connection with that response shall not constitute an admission of any chronic nuisance activities. This subsection does not require the exclusion of any evidence that is otherwise admissible or offered for any other purpose.

F. If the existence of the nuisance is established in the action, an order of abatement shall be entered as part of the judgment in the case. The order may contain any or all of the following remedies:

(1) Order that the property be closed and secured, at the expense of the Person in Charge, against all access, use, and occupancy for a period of not less than six (6) months, nor more than one (1) year. The court shall retain jurisdiction during any period of closure. The Person in Charge may petition the court for an order reducing the period of closure if the Person in Charge and the City stipulate that the nuisance has been and will continue to be abated. The court shall not include provisions for the closing of the premises under the provisions of this subsection unless that relief is specifically requested in the complaint;

(2) Impose a civil penalty of up to \$500 per day for each day nuisance activities occurred on the property following notice;

(3) Order payment of attorney fees and costs; and

(4) Any other relief prayed for and deemed appropriate.

G. A property shall no longer be determined to be a chronic nuisance property either after the passage of one year from the date of the last reported chronic nuisance activity or the date the chronic nuisance abatement plan was completed, whichever is later.

H. The provisions of this Ordinance are separate and distinct remedies from those specified in City Code of Cascade Locks Chapter 95. Nothing in these provisions shall require any conviction for criminal activities or civil judgment prior to the commencement of any action provided herein.

Section 6. Burden of Proof, Defenses, Mitigation of Civil Penalty.

A. The City shall have the initial burden of proof to show by a preponderance of the evidence that the property is a chronic nuisance property.

B. In establishing the amount of any civil penalty requested, the court may consider any of the following factors and cite those found applicable:

- (1) The actions taken by the Person in Charge to mitigate or correct the nuisance activities at the property;
- (2) Whether the problem at the property was repeated or continuous;
- (3) The magnitude or gravity of the problem;
- (4) The cooperativeness of the Person in Charge with the City;
- (5) The cost incurred by the City for investigating and correcting or attempting to correct the nuisance activities; and
- (6) Any other factor deemed by the court to be relevant.

Section 7. Closure During Pendency of Action; Emergency Closures. Any emergency closure proceeding initiated under this Ordinance shall be based on evidence showing that nuisance activities have occurred on the property and that emergency action is necessary to avoid an immediate threat to public welfare and safety. Proceedings to obtain an order of emergency closure shall be governed by the provisions of ORCP 79 for obtaining temporary restraining orders.

Section 8. Enforcement; Award of Costs and Disbursements or Attorney Fees.

A. The court may authorize the City to physically secure the property against all access, use, or occupancy in the event that the Person in Charge fails to do so within the time specified by the court. In the event that the City is authorized to secure the property, all costs reasonably incurred by the City to physically secure the property shall be paid to the City by the Person in Charge and shall be included in a judgment pursuant to ORCP 68. The judgment shall also include an award of the City's other costs and disbursements and attorney fees, if applicable.

B. The Person in Charge shall pay reasonable relocation costs of a tenant as determined by the court if, without actual notice, the tenant moved into the property after either:

- (1) A Person in Charge received notice from the City Administrator or designee that the property has become a chronic nuisance property; or
- (2) A Person in Charge was served with a complaint to close a chronic nuisance property.

C. Any person who is assessed costs and disbursements and/or attorney fees under this section shall be personally liable for the payment thereof to the City.

D. Any person who enters upon property that is closed and secured by an order pursuant to this Ordinance shall be considered to have entered or remained unlawfully and thereby has committed trespass for purposes of ORS 164.245 through ORS 164.255.

E. Any judgment entered in accordance with this Ordinance shall be enforceable as a lien against the real property subject to the action.

Section 9. 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 10. Emergency Declared. This Ordinance is necessary for the immediate preservation of the public peace, health, safety, and welfare; therefore, an emergency is declared to exist and this Ordinance shall take effect immediately upon adoption by the City Council of the City of Cascade Locks.

ADOPTED by the City Council this 24th day of August, 2020.

APPROVED by the Mayor this 24th day of August, 2020.

ATTEST:

Kathy Woosley, City Recorder

Tom Cramblett, Mayor

AGENDA ITEM NO: 5e

CASCADE LOCKS STAFF REPORT

Date Prepared: August 17, 2020

For City Council Meeting on: August 24, 2020

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Review Audit Engagement Letter

SYNOPSIS: The two great accounting cycles the City goes through every year are the budget in the first half of the year and the audit in the last half of the year. Each year the Council receives a letter from the auditing firm explaining the process they must go through as defined by generally accepted accounting practices and audit standards.

We approved a three-year contract with Merina and Company in the winter of 2018. This is the final year of that contract.

CITY COUNCIL OPTIONS: Accept the letter and continue with the audit.

RECOMMENDED MOTION: This is for Council information only. No motion is required.



7624 SW Mohawk Street
Tualatin, OR 97062
www.merina.com
503.723.0300

MERINA+CO

August 11, 2020

To the Honorable Mayor and City Council
City of Cascade Locks

We are engaged to audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Cascade Locks for the year ended June 30, 2020. Professional standards require that we provide you with the following information related to our audit.

Our Responsibilities under U.S. Generally Accepted Auditing Standards, *Government Auditing Standards* and the Uniform Guidance

As stated in our engagement letter dated August 5, 2020, our responsibility, as described by professional standards, is to express opinions about whether the financial statements approved by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free from material misstatement. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we will consider the City of Cascade Locks' internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We will also consider internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.

As part of obtaining reasonable assurance about whether the City of Cascade Locks' financial statements are free of material misstatement, we will perform tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit. Also in accordance with the Uniform Guidance, we will examine, on a test basis, evidence about the City of Cascade Locks' compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement applicable to each of its major federal programs for the purpose of expressing an opinion on the City of Cascade Locks' compliance with those requirements. While our audit will provide a reasonable basis for our opinion, it will not provide a legal determination on the City of Cascade Locks' compliance with those requirements.

Generally accepted accounting principles provide for certain required supplementary information (RSI), which includes the management's discussion and analysis, schedule of the proportionate share of the net pension liability, schedule of contributions pension, schedule of changes in total OPEB liabilities and related ratio's – implicit rate subsidy, schedule of contributions OPEB – implicit rate subsidy, schedule of the proportionate share of the OPEB – OPERS, and schedule of contributions OPEB - OPERS, to supplement the basic financial statements. Our responsibility with respect to the items listed above, and which supplements the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on required supplementary information other than the items listed above, and other supplementary information, such as combining schedules and budgetary comparison schedules, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We have not been engaged to report on the introductory section, which accompany the financial statements but are not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited and we will not express an opinion or provide any assurance on it.

We gave significant consideration to the preparation of the year-end journal entries and the preparation of the financial statements, which may reasonably be thought to bear on independence, in reaching the conclusion that independence has not been impaired.

Planned Scope and Timing of the Audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will

also communicate any internal control related matters that are required to be communicated under professional standards.

Tonya Moffitt is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the Honorable Mayor, City Council, and management of the City of Cascade Locks and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Merina+Co

Merina+Co
Tualatin, Oregon
Focused on Your Wants and Understanding Your Needs

CASCADE LOCKS STAFF REPORT

Date Prepared: August 18, 2020

For City Council Meeting on: August 24, 2020

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approve Appointment of Fire Chief

SYNOPSIS: At the last City Council meeting, Councilor Armstrong suggested that because of the excellent work Station Captain John Logan has done for and with the Emergency Services Department, Captain Logan be promoted to Fire Chief. Our department is covering more calls, providing more mutual aid to Hood River and Skamania County, responding to neighboring departments' needs while maintaining coverage at home, performing more transport duties, successfully recruiting volunteers to supplement the paid staff, hiring fully qualified paid staff, and increasing the public outreach. The Council was supportive of this motion, but because of the technical difficulties with the phone, the Mayor wanted each Council Member to have the opportunity to express their comments on the promotion.

Captain Logan understands that this is a title change only. The payroll impact will still be based on his advancement from EMT to Paramedic. He is excited about continuing on that journey.

CITY COUNCIL OPTIONS: Approve or reject the motion to promote Captain Logan.

RECOMMENDED MOTION: "I move to approve the promotion of Captain John Logan to be Fire Chief John Logan for the City of Cascade Locks EMS Department."

STAFF REPORT

Date Prepared: 8/17/2020

For City Council Meeting on: 8/24/2020

TO: Honorable Mayor and City Council

PREPARED BY: Marianne Bump, Finance Officer

APPROVED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approve Adoption of Invoice Cloud

Approve the use of Invoice Cloud to process credit cards and allow the customers to receive paperless bills, pay their bill on line and to view 24 months of bills.

SYNOPSIS: The 2020-2021 Budget Committee asked staff to look at paperless billing options for our customers. Since we last looked at the options, Caselle has worked with a paperless billing provider to integrate that function with our accounting software. This integration drastically reduces the cost to institute paperless billing and other options for our customers.

We currently use Point and Pay to process credit cards. Customer can pay their bills on line with this or can call us to process the payment. The fee to use this service is 2.95% which is passed on to the customer. Currently customers cannot see their bills on line or receive paperless bills. This service does not integrate with our accounting software Caselle.

With Invoice Cloud they can offer what Point and Pay offers and much more. Invoice Cloud:

- a. Integrates with Caselle,
- b. Offers paperless billing,
- c. Offers pay by phone, and
- d. The city can send out bill reminders through Invoice Cloud.

CITY COUNCIL OPTIONS:

1. Approve entering into a contract with Invoice Cloud
2. Establish other direction for staff to proceed
3. Take no action

RECOMMENDATION: The City Council, by motion, approve entering into a contract with Invoice Cloud.

Legal Review and Opinion: N/A

Financial review and status: In the budget for FY 2020-2021, Contracted Services Computer, I think we can absorb the cost and I believe we will have customers signing up for paperless bills which will save money in postage and time to stuff bills.

BACKGROUND INFORMATION:

1. We currently use Point and Pay. The service is good but is limited.
2. Xpress Bill Pay has some similar features as Invoice Cloud but the cost to integrate with Caselle will cost \$5,250 (see proposal from Caselle).
3. Invoice Cloud has more to offer than the #1 or #2.
4. Invoice Cloud cost less than Xpress Bill Pay in monthly fees and charges.

COST ANALYSIS OF MONTHLY UTILITY BILLS									
ITEM	COST EACH	QUANTITY	MONTHLY COST	ITEM	COST EACH	QUANTITY	MONTHLY COST		
Current Cost Estimates				Invoice Cloud					
IMPRINTED PAPER STATEMENTS	0.07	980	\$68.60	MONTHLY ACCESS FEE			\$ 125.00		
TONER FOR PRINTING	0.02	980	\$19.60	CLOUD STORE (ie: planning, deposit, connect fees SDC etc)			\$ 25.00	Optional	
IMPRINTED WINDOW ENVELOPES	0.06	715	\$43	PAPERLESS BILLING (per bill per cycle)	0.40	50	\$ 20.00		
LABOR	0.27	980	\$264.60	PAY-BY-PHONE (IVR Charge Per payment)	0.95	50	\$ 47.50	Optional	
POSTAGE	0.47	715	\$336	ONLINE BANK DIRECT (converts bill-pay checks to e-checks and auto matches)	0.25	???	???	Optional	
TOTALS	0.89		\$731.75	CREDIT/DEBIT CARD PAYMENTS (per transaction, maximum \$500)	4.95	160		Passed to Customer	
				UTILITY E-CHECK/ACH/AUTOPAY ACH (per transaction)	0.95	25	\$ 23.75		
				CLOUD STORE (Debit/Credit Cards: 3.25%, 1.95 minimum)	3.25%				
				CLOUD STORE (E-Check/ACH: .95 per transaction)	0.95				
				Non-Utility Cloud Store Items, 3.25%, \$1.95 Minimum Integration with Caselle				Passed to customer	
							100.00		
				TOTALS			\$ 341.25		

InvoiceCloud™

Innovating the Customer Experience

**Customer Engagement, Electronic Bill
Presentment & Electronic Bill Payment**

June 24, 2020

Pricing Valid for 90 Days

City of Cascade Locks, OR



Daniel Heffernan
Account Executive

p. 978-870-2502

dheffernan@invoicecloud.com
www.invoicecloud.com

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Introduction

Invoice Cloud is pleased to provide City of Cascade Locks, OR with a comprehensive proposal for SaaS customer engagement, electronic bill presentment and payment services. Invoice Cloud's value proposition covers a wide spectrum. We specialize in being able to take a payment for anything online, via a mobile phone, over the counter, or over the phone (IVR). Invoice Cloud's end user experience is state of the art, and the administrative tools for reporting and reconciliation available for your staff are second to none. Our integration experience with more than 100 unique software platforms and as a Tier 1 partner of Caselle, Invoice Cloud is uniquely well positioned to provide City of Cascade Locks, OR and its customers the payment and e-billing experience they desire.

When IC was created in 2009, the guiding philosophy of our founders was to create a true SaaS EBPP platform that would accelerate collections, improve security, reduce costs, and enhance the customer experience. Our goal was to provide the payment experience typically found in Fortune 100 companies such as American Express or AT&T, to local government and utility companies that do not have the resources necessary to build this type of platform themselves. Building a pure SaaS platform was paramount in the development of our company because our founders recognized that SaaS would allow IC to be a leader in the delivery of new technology and reduce the burden of maintenance and PCI compliance for our billers.

Invoice Cloud by the Numbers

- 11 years of experience
 - 100+ different software integrations
 - 2,100+ municipal and utility clients in all 50 states
 - \$8B+ processed payments in 2019 (roughly 45M payments)
 - 45% average online payment adoption
 - 15 - 25% average paperless billing adoption
 - 99.9% system up-time
 - PCI Level 1 and SSAE 18 (SOC 1 and 2) certified for online payment security
-

Company Mission

Our mission is to bring the Fortune 100 e-payment experience to organizations who do not have the time, energy, resources or expertise to build it themselves.

The platform has been designed in a way that consistently engages customers to yield more online payments and paperless enrollments, driving the positive business outcomes our clients want.

Invoice Cloud's 25% year over year 'same store sales growth' is a testament to how effective the service is.

City of Cascade Locks, OR Goals & Objectives

Goals & Objectives	Invoice Cloud
1. Future proof your customer experience with a true Software-as-a-Service EBPP platform. Stay ahead of payment and engagement technology with a SaaS partner.	✓
2. Provide an integration that will eliminate manual tasks related to Credit Card Payments, Reporting, Shut-Off, Online Bank Payments, saving time, effort and frustrations for your CSR staff.	✓
3. Provide CSR staff with detailed reporting on payments and email statistics – easily change/remove emails, block payments methods (supported by web services), track email notification bounce back and click-through status.	✓
4. Improve customer communications by sending out automated, event-driven email and text reminders and notifications (all sent by Invoice Cloud on behalf of the City of Cascade Locks, OR).	✓
5. Implement a customer engagement, e-billing and payment solution that will expand your payment options for Payers, significantly increasing the number of customers adopting paperless and electronic payments.	✓
6. Implement a paperless program that has proven to be the most effective in the U.S.—with many built in features that automatically encourages payers to enroll in paperless, without any effort needed by the utility. Maximizing ‘paperless’ enrollments will maximize print/mail cost savings for the City of Cascade Locks, OR.	✓
7. Reduce inbound phone calls for payment and website related assistance and complaints making CSRs more efficient and improving the CSR employee’s experience.	✓
8. Provide customers with an enhanced ‘One Time Payment’ (40% of people prefer this way to pay) that allows customer to still see 24 months of bill history without logging in , enroll in ‘paperless,’ sign up for text or e-mail reminders, and pay via Credit Card or ACH (this is a huge factor in increasing e-adoption).	✓

Case Studies



Figure 1. IC's E-Adoption Rates for City of Roseville

Since Go-Live with IC's EBPP platform, which we integrated with their Cayenta CIS system, the City has experienced an increase from 23% to 52% of payments, and approximately 20% decline of inbound phone calls into the call center.

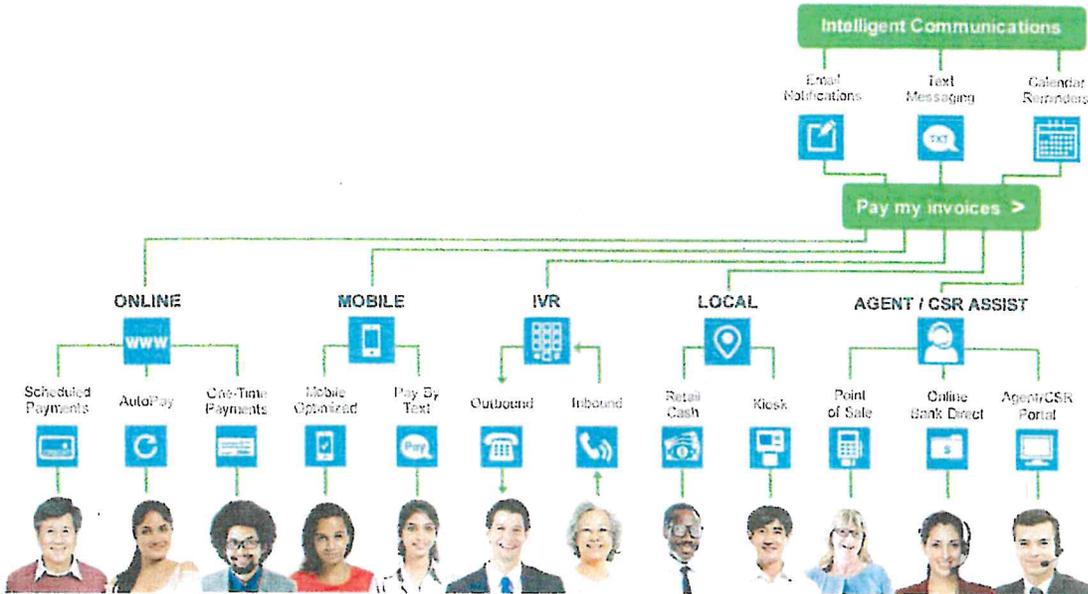


Figure 2. City of Escondido's Call Center Results

Since Go-Live with Invoice Cloud, the City has enjoyed a 69% REDUCTION of inbound payment related calls. Electronic payments have also increased by 64% from the prior vendor, in 9 months.

Product Overview

Invoice Cloud achieves the highest e-adoption rates by providing extensive web and mobile payment options, catering to more payers' preferences. We recognize that everyone uses the internet and, more importantly, pays their bills differently. We continually develop new, omni channels methods to improve access to and use of bill payment.



City of Cascade Locks, OR and its customers would receive the following benefits from implementing Invoice Cloud:

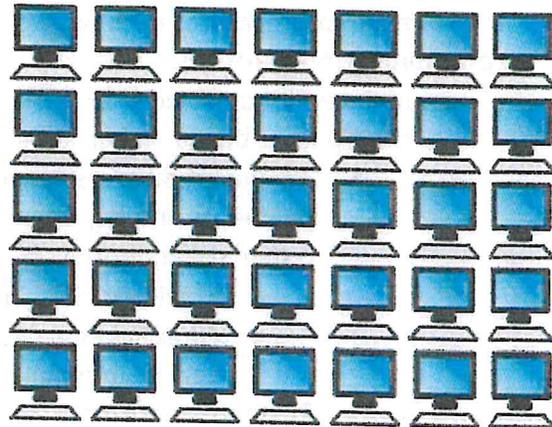
- **Security** - Invoice Cloud provides a secure, private and Payment Card Industry (PCI) Level 1 Compliant solution that is certified by Trustwave's Trust Commerce Program. Level 1 PCI compliance is the highest in the industry. Invoice Cloud maintains full compliance with Cardholder Information Security Program (CISP) regulations and National Automated Clearinghouse Association (NACHA) rules and guidelines, as well as Personally Identifiable Information (PII). Data is secure during collection and transmission via TLS with 256 bit encryption or better. We are responsible for the security of all cardholder data in the IC system, relieving the City of all PCI requirements. IC uses two levels of encryption, called Double Encryption Methodology (DEM), even though only one is required by PCI. By using two separate encryption layers, in the unlikely event that a hacker ever stumbled over a valid data element, he/she would have to go through an entirely new process to find a second.
- **Software as a Service (SaaS) Architecture – Invoice Cloud is a TRUE SaaS provider** (single instance, multi-tenant), so we don't need to upload patches and upgrades to each individual client site. Other competitors host client software and make it available over the web but it is not true SaaS. Competitors who claim SaaS/Hosted are NOT single instance multi-tenanted platforms. Each of their implementations is a "snowflake" (stack) that needs individual patching and updating, which consumes engineering time and causes serious support challenges. When Invoice Cloud provides an enhancement

to the system, everyone gets it automatically and can elect to use it or not. Consider the simplicity of supporting a single instance of software that is multi-tenanted versus the challenge of having to keep track of what version each client is on, and what that means, for hundreds of clients.

Single Instance, Multi-Tenant,
Software as a Service (SaaS)



No need to upload patches and upgrades
to each individual client site, which drives
service levels and delivery of new features!



Customer Engagement, Electronic Bill Presentment & Payment

- **Extensive Customer Portal to view and/or pay bills:**
 - View *24 months of billing and payment history* (no registration required)
 - Store bank account and/or credit card information on the Invoice Cloud secure site for future payments, scheduled payments, or AutoPay
 - Sign up for AutoPay, schedule a single payment, or create their own 'budget' payment schedule with Flex Pay
 - Payers can view payment history online, even if their payments were made in cash at the window because we synchronize with your CIS. Improves 24/7 customer self-serve options.
- **Improve communications with payers by offering a comprehensive, automated e-mail communication platform:**
 - Invoice Cloud provides 27 e-mail templates branded as the Biller, each sent to their payers based on certain events. Here are a few examples:
 - 3 e-mail reminders per bill (crucial for driving e-adoption—online payments and paperless); once a payment is made once, payer will get an e-mail reminder next bill run even if not signed up for paperless.
 - Email and SMS Text Messaging Reminders available
 - **OneClickPay** – Registered users can go directly to their shopping cart from email reminders.
 - Payment confirmation receipt
 - AutoPay/Scheduled payment reminder
 - Credit Card expiration notification (if the credit card on file is expiring)
 - ACH Reject notification
- **Extensive Web and Mobile payment options—all self-serve between Invoice Cloud and your payers:** As of 2017, more than half of all internet users—51.12%—accessed the internet from mobile devices, which is why we designed our online payment portal to be mobile responsive.
 - *Accept payments in any manner - Web, Mobile, IVR, Pay by Text, Over the Counter - through a single source.*
 - 'One Time Pay'—no registration required and Shopping Cart functionality allowing your customers to pay more than one invoice in a single transaction: *this is CRITICAL for driving online payment adoption*
 - **View invoice and real time balance from IC email notifications, no log in required**
 - Scheduled Payments – schedule a single payment for a *future* date
 - AutoPay – recurring monthly payments paid on a date determined by the Biller
 - Flex-Pay – payers create their own 'budget' payment schedule within a billing cycle
 - Account Linking: pay multiple bills at once for multiple properties, plus manage all accounts through one registration
- **Mobile Responsive Site Design:**
 - Responsive design provides 'app-like' experience without requiring the download of an app.

- **40% of Invoice Cloud's payments are through mobile devices (smartphones and tablets)**
- **Pay by Text**
 - Allows registered Payers with a default payment method to pay with one reply via text! Pay by Text is Non-registered users can continue to the mobile responsive site for payment.
- **Remind Me – Calendar Payment and Reminder System**
 - Remind Me that allows one-time payers to set calendar events or SMS text reminders of a pending invoice and receive a link to their shopping cart to initiate a one-time payment.
 - Every Biller can customize the calendar event body.
- **Pay by Phone, IVR**
 - Our SaaS IVR is owned by Invoice Cloud and offers callers account balance lookups and real time payment posting to your CIS. We host our IVR in a PCI-compliant environment and actively maintain and support it 24/7/365. We can handle high volumes of calls during peak call periods.
 - Real time account balances and payments made by credit card or e-check. IC IVR includes the ability to send a payment receipt to emails on file, saved payment methods, and call transfer to your Call Center.
 - No implementation costs
 - English, Spanish and multiple languages available
 - Toll free or local phone number
 - Accepts full and partial payments, as well as overpayments
 - Custom greeting and limited custom prompts available, convenience fee disclosure if applicable
 - Works in tandem with IC Biller Portal Maintenance Windows
 - Works with touch tone prompts
- **Online Bank Direct™:**
 - IC offers our clients the ability to register and electronically receive customer payments directly through the customer's online banking channels through Online Bank Direct™ (OBD). OBD eliminates paper checks issued by online banking sites; the Biller receives electronic deposits instead, saving its staff time and effort. Paid staff no longer need to manually compare citizen names and amounts to the bank issued checks and then enter them into the appropriate citizen file. They also do not need to deliver paper checks to the Biller's preferred bank for processing and deposit.
- **Cloud Store™:**
 - The IC Cloud Store platform allows our Billers to take payments online for non-invoiced or low volume payments, such as Utility Deposits, Permits and Licensing.
- **Cash Payments at Retail Locations**
 - Allow your payers to pay in cash at their local 7-11, Walgreens, CVS or Walmart. All done with a reusable barcode provided to the payer that the cashier scans with the rest of their shopping items.

Customer Notifications

With Invoice Cloud, City of Cascade Locks, OR receives not just a payment processing service, but a customer engagement platform. We provide multiple bill reminders to customers by email, as well as 27 other event-driven notifications about expiring credit cards, receipts, and new payment options, through the internet channels customers use every day. IC increases collection rates through our customer engagement and robust payment methods. **According to recent research, the highest percentage of surveyed U.S. adults who missed a payment--35%--did so simply because they forgot.** When customers miss a payment, this results in higher expenditures by the City of Cascade Locks, OR, who must then expend follow-up through the collection process. That's why Invoice Cloud is more than a payment web site; we partner with our clients as a customer engagement platform.

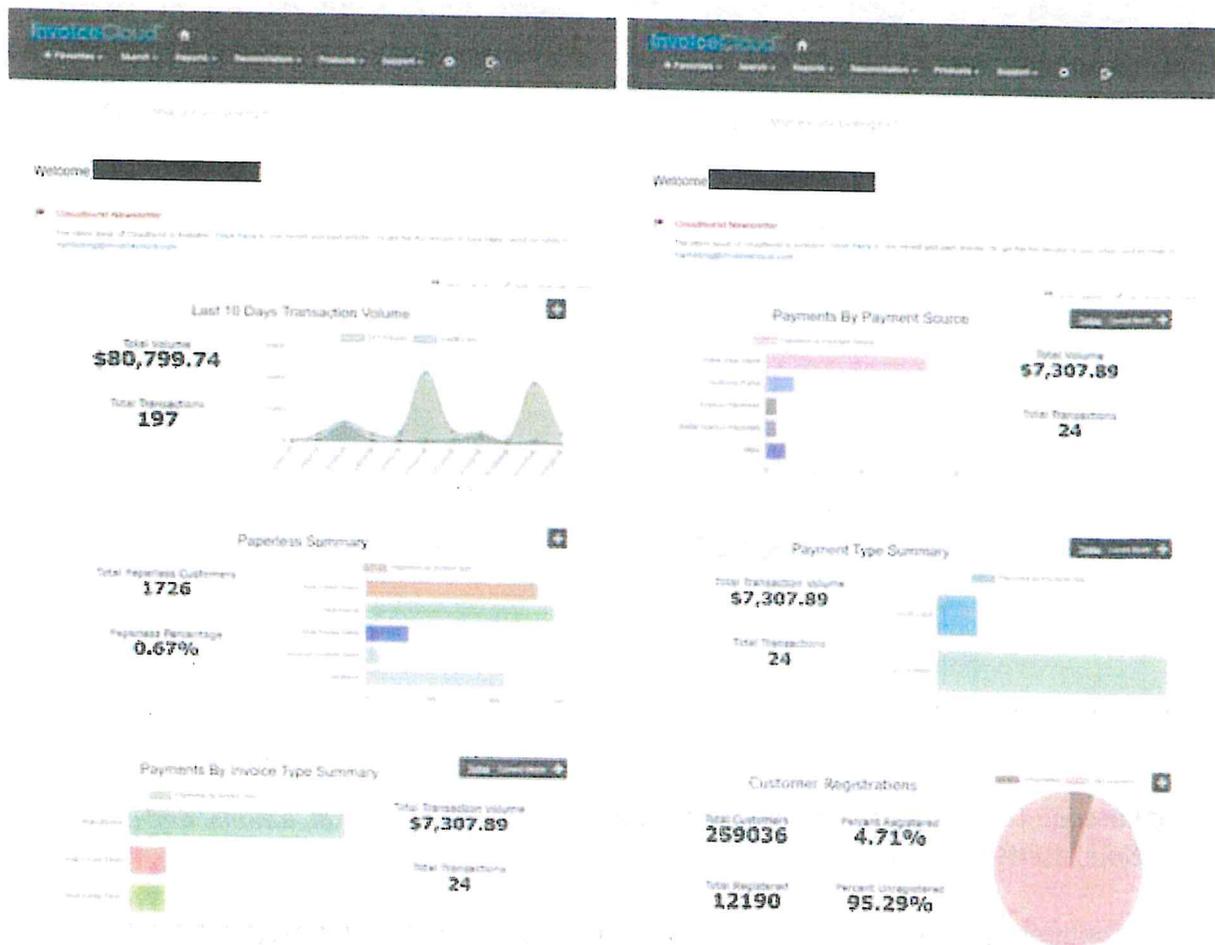
We improve collection rates and reduce the volume of delinquent bills by helping City of Cascade Locks, OR actively engage with its customers, providing up to three automated email and SMS text reminders when balances are due and helping market ways to set recurring and AutoPay payments.

Our three-email system is critical because every customer's budget varies; some pay immediately after receiving a bill, some pay later due to a paycheck, and some pay just

before the bill is due. Meanwhile, the original email notification that most of our competitors send is buried under weeks of other less important messages. When paired with our many ways to pay (e.g., online, through a text message, at CVS), City of Cascade Locks, OR customers know when to pay, wherever is most convenient for them.

Billers Portal: Reporting, Reconciliation and CSR Payments

IC's Biller Portal offers extensive reporting tools for reconciliation and data mining, making life easier for City of Cascade Locks, OR. The first page of our Biller Portal provides City of Cascade Locks, OR an interactive dashboard, containing a variety of charts with metrics from all areas (e.g., payment volume, paperless, and registration). These charts include Last 10 Days Payment Summary, Payments by Payment Source Summary, Payments by Payment Type Summary, AutoPay Payments by Invoice type Summary, Payments by Invoice Type Summary, Paperless by Invoice Type Summary, Registered Customers Summary, and Active Customers Summary. Our reports present focused, salient content to our clients. City of Cascade Locks, OR can rearrange these charts to user preference at any time.

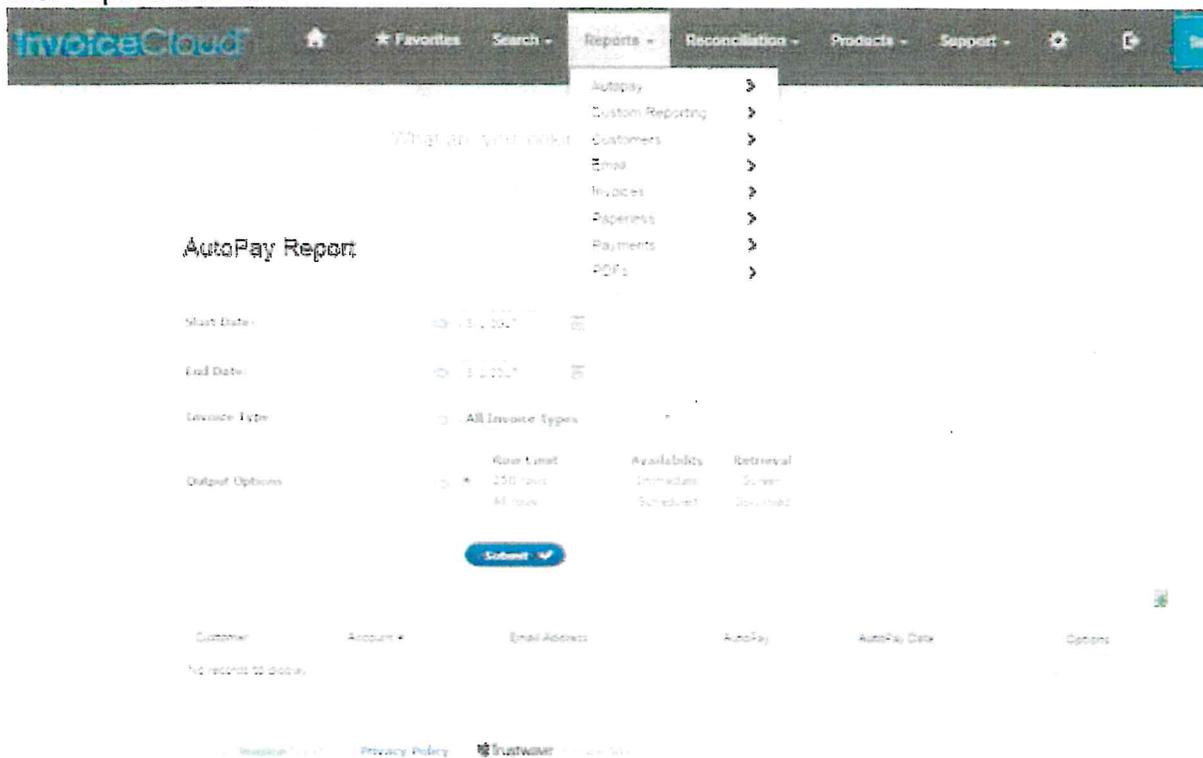


The Biller Portal is available 24/7/365 and is 100% self-service for the user. Based on permissions set by the Biller, admin users will have access to features such as:

- Blocking certain Customers from making ACH and/or Credit Card Payments.
- Updating an email address for a Customer.
- Entering a courtesy email address for a Customer or Landlord.
- Sending an invoice notification for a bill that a Customer says he/she didn't receive.
- Setting up AutoPay for a Customer at Customer's request.
- Setting up paperless billing for a Customer at Customer's request.

- Reviewing payment and/or email history.
- Updating phone number for a Customer at Customer’s request.
- Issuing a credit on an over payment.

Biller Portal offers many standard and ad hoc reports with date ranges and drill down options to view detail. All reports are available 24/7 through the Biller Portal. Most of the standard reports can be defined by date range, payment type or bill type criteria, in addition to criteria particular to the report (like name or email for the customer report) to produce targeted results. Our system uses open architecture and is Open Database Connectivity (ODBC) compliant to allow data extraction and facilitate reporting. All IC data can be drilled down and then exported to CSV.

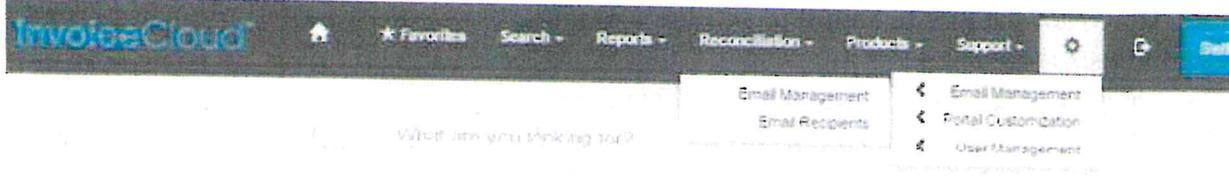


City of Cascade Locks, OR can change the images on its Customer Portal, emails, and invoices at any time, 100% self-service.

Email Templates. IC provides 27 email templates that fosters high self-service and customer communications, all triggered by events and customer activity. The service’s multiple email notification capability will allow City of Cascade Locks, OR to achieve unprecedented online payment and paperless adoption rates and provide the easiest to use, most comprehensive EBPP system on the market.

Email notifications are completely customizable using the Biller Portal’s built-in MS Word-style editor. All notifications are template driven so that City of Cascade Locks, OR can customize the messaging on the notification and use them, if desired, to alert customers to current or pending Biller events or due dates. In addition, templates are invoice based, so City of Cascade Locks, OR can have different information in the email messaging on an Invoice by Invoice basis.

We provide both Word and HTML views, the ability to insert variable fields, such as Invoice Due Date into the body of the email, embed images, URL's, and send test emails prior to saving changes in the system.



Email Management

You may view and edit all available email templates in this area. Please choose an Email Template Type from the drop down below. If you support more than one invoice type you will see a second drop down with the invoice types you support. Each Invoice Type is allowed to have a different template. Clicking on the "Insert Template Marker" tool will give you a list of values that when used in a template, will be replaced with a corresponding value when the email goes out.

Email Template Type:

Get Template for Invoice Type:

A new invoice is now available to view online.

"BillerDBA" has implemented a convenient online billing and payment system for you to access and pay your bills. Simply click on the **View Invoice or Pay Now** button to get started. You can review and print your invoice, pay electronically now, or schedule the date your invoice will be paid.

You may also access your invoice via our Customer Portal at <https://www.invoicecloud.com/VirtualPay>

Introducing Pay by Text - We are excited to offer our customers another way to pay their bills. Pay by Text customers can make payments anytime, anywhere on any cell phone! To learn more [click here](#) or to learn how to register [click here](#).

If you have any questions regarding your account, please email us at "BillCustomerServiceEmailAddress". Be sure to include your first name, last name and account number.

Thank you for choosing to view and pay online.

"BillerDBA"

Please Note: To ensure delivery of account related email notifications, please add no-reply@invoicecloud.net to your safe sender list.

More Ways to Engage

Cloud Store™

Cloud Store allows Billers to accept payments for non-invoiced services such as Engineering Fees, Miscellaneous Accounts Receivable, Citations, Airport Fees, Permitting, Dog License, or Parks and Recreation. Cloud Store Billers will have access to detailed reporting functionality in our Biller Portal as well as Shopping Cart functionality through the One Time Payment channel.



[Sign In](#) [Contact Us](#)

Already have an account?
[Sign in above.](#)

[Need Help?](#)

You may reach us at 508-210-509
You may email your questions to cpwa@town.dartmouth.ma.us

[Email Us](#)

Pay or View Bills

Please select an item below to get started

- Taxes
- Utility
- Harbormaster
- Dartmouth Schools
- Police
- Board of Health
- Municipal Lien Certificates
- Sewer Release

Animal Permit Renewal only

Please take the time to fill out ALL of the following fields. Any required fields are denoted with an asterisk (*).
[Click for more information](#)

Town of Dartmouth Resident Status *

Owner *

Address *

Address

State *

State

Telephone Number *

Telephone Number

Property Owner Name *

Property Owner Name

Property Owner Telephone Number *

Property Owner Telephone Number

Name *

Name

Mailing Address (if different) *

Mailing Address (if different)

Zip Code *

Zip Code

Alternate Telephone Number *

Alternate Telephone Number

Email Address *

Email Address

Payment Amount *

35

[Confirm Your Information >](#)

The Town of Dartmouth is e-estate, motor vehicle excise type you wish to view or pay

Introducing Pay by Text - customers can make payments to register [click here](#)

This is a fee based service fee for water bills is 2.95% For detailed information a

Fast and Easy.

No registration is required for "Pay", the fastest way to pay online confirm payment.

Online Bank Direct™

Online Bank Direct eliminates paper checks issued by online banking sites. Irvine Ranch Water District will be able to register through Invoice Cloud with online banking networks (Fiserv and MasterCard RPPS) to electronically deposit citizen payments.

Electronically depositing these payments will save biller staff time and effort. They will no longer need to manually compare citizen names and amounts to the bank issued checks and then enter them into the appropriate citizen file. The IC Online Bank Direct electronic payments (like lock box files) are matched (when possible) to the payer's account, processed and uploaded into the biller's CIS system. Invoice Cloud provides a unique exception handling process whereby, using AI Invoice Cloud will search through the District's invoices and present a short list of potential matches along with a Rating score. Once the CSR matches a payment correctly to an account, IC will remember the match and automatically process the next payment without a new exception flag.

Online Bank Direct - Pending Entries

Search or Navigate

Back Forward Mark For Return Custom Search No Invoice Finalize My Selections Exit Pending Payments

Guy Sicilia

Date: 10/4/2017

PAY TO THE ORDER OF: Valley Water Systems \$ 45.00

_____ DOLLARS

MEMO: 21327002

This Payment will be applied to the following selected invoice. If incorrect, please select the correct invoice.

Customer Name: GUY THOMAS SICILIA JR.
 Account #: 213270.02
 Invoice #: 3198753
 Invoice Amount: \$44.87
 Amount Due: \$44.87

Please select an Invoice you would like to apply this Payment to. If applicable, we have pre-selected the Invoice that we believe is a match with this Payment. If this is incorrect, please select the correct Invoice. You may also search for other Invoices by using click on Custom Search option in the toolbar.

Rating	Invoice #	Inv. Date	Account #	Customer	Inv. Amt.	Amt. Due	Options
<input checked="" type="checkbox"/>	3198753	9/25/2017	213270.02	GUY THOMAS SICILIA JR.	\$44.87	\$44.87	
<input type="checkbox"/>	3200701	9/25/2017	000000236040	HIEP NGUYEN	\$45.74	\$45.74	
<input type="checkbox"/>	2638593	4/25/2016	314100.04	PAUL J. OSTIGUY	\$176.95	\$44.89	
<input type="checkbox"/>	3198539	9/25/2017	213340.01	GUY GAGNON	\$12.18	\$12.18	

Pricing

Customer Engagement, Electronic Bill Presentment & Payment	
Pricing based on: 980 Bills Per Month and \$177 Average CC Payment	
Project Initialization	
Project Management, CIS Integration and Development, Deployment, Training	No Charge
Account Access	
Monthly Access Fee for Branded Customer and Biller Portals -- includes UNLIMITED administrative users <ul style="list-style-type: none"> The monthly access fee covers maintenance, support, upgrades/enhancements and full access to the Invoice Cloud service for the Biller and its customers. Cloud Store Access fee per Cloud Store Free Form <i>*Optional*</i> 	\$125 \$25
HelpDesk Support	
Access to IC HelpDesk and client services team. <ul style="list-style-type: none"> IC will assign a dedicated Customer Success Manager to work with the District and support the HelpDesk 	No Charge
Marketing	
Consultation and graphic design services to promote customer self-service and electronic adoption.	No Charge
Paperless Billing	
Paperless Billing Presentment Fee, per Paperless Bill per Cycle	\$0.40
Pay-by-Phone IVR <i>*Optional*</i>	
IVR Surcharge – fee per transaction over the electronic payment fees	\$0.95
Online Bank Direct <i>*Optional*</i>	
Converts paper bank bill-pay checks to e-checks and auto-matches them to open invoices	\$0.25 per matched check
Other	
Email Engine with 27 Templates, Pay by Text, Remind Me, OneClickPay	No Additional Charges
Transaction Fees (Passed to Customer)	
Utility Credit/Debit cards:	\$4.95 per transaction (\$500 maximum payment)

Utility E-Check/ACH/ Autopay ACH	\$0.95 per transaction
Non-utility Cloud Store Items Debit/Credit cards	3.25%, \$1.95 minimum
Cloud Store Items E-Check/ACH	\$0.95 per transaction

Paperless Billing

One of the opportunities for improvement we have identified is Cascade Locks' paperless capabilities. Having an effective paperless program is crucial to driving print/mail costs down for the City and offering customers a flexible, convenient, and eco-friendly way to be reminded of their bill.

For the example below, I used \$0.85 as an "average" cost, and examples what Invoice Cloud's proven paperless program can do for Cascade Locks.

Total Bills Per Month	Example Paperless Adoption	Paperless Bills	Cascade Locks Cost Per Bill	IC Paperless Fee	Cascade Locks Projected Net Savings/Month	Cascade Locks Projected Net Savings/Year
980	5%	49	\$ 0.85	\$ 0.40	\$ 22.05	\$ 264.60
980	10%	98	\$ 0.85	\$ 0.40	\$ 44.10	\$ 529.20
980	15%	147	\$ 0.85	\$ 0.40	\$ 66.15	\$ 793.80
980	20%	196	\$ 0.85	\$ 0.40	\$ 88.20	\$ 1,058.40
980	25%	245	\$ 0.85	\$ 0.40	\$ 110.25	\$ 1,323.00
980	30%	294	\$ 0.85	\$ 0.40	\$ 132.30	\$ 1,587.60



Caselle® Software & Services Proposal

City of Cascade Locks, OR

August 7, 2020

(Valid for 90 days)

From:

Farrah Brown, Customer Relationship Manager
fkb@caselle.com

Caselle[®] Software & Services Proposal
 City of Cascade Locks, OR
 August 7, 2020

Proposal Summary

Total Software License	\$2,500	
Special Consideration Discount	<2,500>	
Net Software License		\$0
Total Investment		\$0

Proposal Detail

<i>Caselle</i> [®] Application Software	License Fees	Total
Cash Receipting Web Services	\$1,000	\$1,000
Utility Management Web Services	1,500	1,500
Sub Total	\$2,500	\$2,500
Special Consideration Discount	(2,500)	(2,500)
Grand Total	\$0	\$0

Notes: Monthly credit card and electronic payment transaction fees are billed separately by Invoice Cloud.

Monthly Software Assurance will increase \$100.

I have read and agree to all terms & conditions proposed herein.

 Signature

 Printed Name & Title

 Date



Caselle® Software & Services Proposal

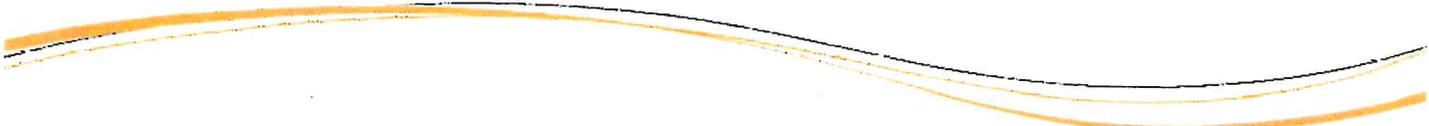
City of Cascade Locks, OR

August 7, 2020

(Valid for 90 days)

From:

Farrah Brown, Customer Relationship Manager
fkb@caselle.com



CASELLE®

Proven Software Solutions for Local Government

www.caselle.com | Toll Free (800) 226-8657 | Fax (503) 330-3001 | 1636 S. East Bay Blvd., Ste. 100 | Portland, OR 97205

Caselle® Software & Services Proposal
City of Cascade Locks, OR
August 7, 2020

Proposal Summary

Total Software License	\$2,500
Total Training	\$500
Total Setup	2,250
Total Investment	\$5,250

A deposit of 50% of the total proposal price is required with order. The remaining balance will be due upon completion of training.

Monthly Software Assurance will increase by \$100.

I have read and agree to all terms & conditions proposed herein.

Signature

Printed Name & Title

Date

Caselle® Software & Services Proposal
 City of Cascade Locks, OR
 August 7, 2020

Proposal Detail

<i>Caselle®</i> Application Software	License Fees	Training	Setup	Total
Online/Electronic Payments Bundle	\$2,500	-	-	\$2,500
Cash Receipting Web Service	-	-	-	-
Utility Management Web Service	-	-	-	-
XpressBillPay – Online Payments Setup	-	\$500	\$2,250	\$2,750
Grand Total	\$2,500	\$500	\$2,250	\$5,250

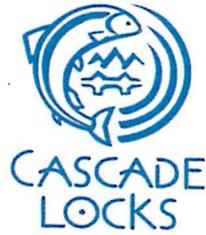
Notes:

1. The training and setup will be performed by Xpress Bill Pay.
2. Monthly credit card and electronic payment transaction fees are billed separately by Xpress Bill Pay.

Online/Electronic Payments Setup

- Set up Online and Electronic Payment Processing (credit cards, electronic funds transfer, and online bank bill pay consolidation).
- Set up Utility Direct Pay.
- Set up Xpress Bill Pay, Caselle’s authorized electronic payment vendor, including online bill presentation, online bill history, automatic recurring payments, and payment wallets with full integration to Cash Receipting.

5h



Proclamation in Support of National Preparedness Month

WHEREAS, each September is recognized as National Preparedness Month; and

WHEREAS, Oregonians have witnessed and experienced natural disasters in our own communities; and

WHEREAS, every community member can take active steps to protect their families and neighbors from natural and manmade disasters; and

WHEREAS, every family and business in Cascade Locks is encouraged to take active steps to be financially secure after a disaster; and

WHEREAS, every community member is encouraged to make sure they are properly insured against fire, flood, earthquakes, and storms; and

WHEREAS, every community member is encouraged to create a home inventory to include as part of their disaster preparedness kit;

Now, therefore be it PROCLAIMED, that the City of Cascade Locks establishes the first week of September 2020 be known as

Home Inventory Week

And join with cities across Oregon to encourage everyone to build a home inventory of their personal property, and speak with an insurance agent to make sure they are financially prepared for a disaster.

Adopted this 24th day of August, 2020.

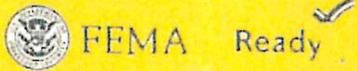
Tom Cramblett, Mayor

Kathy Woosley, City Recorder

NATIONAL PREPAREDNESS MONTH



**Disasters Don't Wait.
Make Your Plan Today**



National Preparedness Month 2020

First week of September is Home Inventory Week

PREPARE NOW

LEARN HOW

Get ready at
dfr.oregon.gov/preparenow



FEMA



Oregon

Kate Brown, Governor

Department of Consumer and Business Services

Director's Office

350 Winter Street NE, Room 200

PO Box 14480

Salem, OR 97309-0405

Voice: 503-378-4100

Fax: 503-378-6444

www.dcbs.oregon.gov



Dear Mayor and City Council,

Over the past five years, 10,000 wildfires have burned more than 2.5 million acres, and forced several thousand Oregonians to evacuate their homes. This year's wildfire season is far from over, which means the time to prepare is now.

September is National Preparedness Month, a time of year to get ready for all types of disasters. Fires, earthquakes, floods, tornadoes, and winter storms are just a few of the reasons to build an emergency kit and plan an escape route.

Those steps are essential to preparation, but two others are equally important and often overlooked – creating a home inventory and reviewing insurance coverage.

Having the right insurance coverage and an up-to-date home inventory are critical to financial resiliency. That importance is highlighted by the fact that National Preparedness Month is being kicked off with Home Inventory Week for the first week of September.

The Oregon Division of Financial Regulation invites you to join our efforts to help Oregonians protect their property and recover from disaster by declaring the first week of September as **Home Inventory Week**.

It is easy to get involved. Visit dfir.oregon.gov/preparesnow to get a draft proclamation, promotional flyers, social media content, and other resources to help your neighbors and constituents prepare for the next disaster by building a home inventory and reviewing their insurance coverage.

If you have any questions about Home Inventory Week or need anything else, please contact our Outreach Coordinator Kevin Jeffries at kevin.p.jeffries@oregon.gov or 503-947-7238.

Sincerely,

Andrew R. Stolfi
Director and Insurance Commissioner
Oregon Department of Consumer and Business Services

CITY of CASCADE LOCKS — Tourism Committee Meeting Minutes

TOURISM COMMITTEE MEETING, Monday, March 9, 2020, 6:00 PM, City Council Chambers

1. Call Meeting to Order & Roll Call

The meeting was called to order by Chairman LaFleur at 6:07 PM. Attending: Vice Chair Debbie Fine, TM Cindilee Baseman and TM Mila Kickert. Also present City Administrator, Gordon Zimmerman, Tourism Support Staff, Annie Van Domelen. Visitors present included Jeff Caldwell, Janice Crane from the Cascade Locks Historical Museum, and Port of Cascade Locks members: Jan McCarten, Events Coordinator and Olga Kaganova, Port General Manager.

2. Amendments to the Agenda

Vote needed regarding renewal of the back panel ad on the Hood River Map for \$1200. Request was made to update the image from the monument to a different image. Staff will send proofs to the committee for feedback. At 6:30 PM, Vice Chair Fine motions for approval and Chairman LaFleur seconds the motion. All in favor. Aye. Motion carried.

3. Comments from General Public

CA Zimmerman explains why Sherri McMillan from Why Racing was not in attendance at the tourism meeting, as scheduled on the Agenda. There were meetings held in Cascade Locks earlier in the day as Sherri McMillan, members of Cascade Locks and interested parties worked through specific plans and needs in order to hold the 2021 Pacific Crest Endurance Sports Festival in Cascade Locks next year. It's undecided at this time whether or not that will be logistically feasible. There was talk of a smaller racing event potentially being held in Cascade Locks in April 2021 instead. Jan McCarten shares that they're still looking at the challenges and waiting to see what ODOT has to say. Olga reports that she was in attendance at the earlier meetings and how she looks forward to collaborating with Stevenson on future events and wants Cascade Locks to continue to be on Sherri's radar for future Why Racing events. Jeff Caldwell was also in attendance at the earlier meetings and wants to be involved if the racing event moves forward. Representing the Cascade Locks Historical Museum, Janice Crane updates the committee with news that the museum will be opening March 23rd for Spring break and plans to stay open through Halloween. The new hours will be 11 a.m.-4 p.m. and the museum will be closed on Tuesdays and Wednesdays.

4. Discussion/Declaration of Potential Conflicts of Interest

None

5. Approval of Minutes Presented: February 3, 2020

At 6:21 PM, Vice Chair Fine motions approval of February 3 Minutes, TM Kickert seconds. Motion approved.

6. Approval of Financials

A. Approval to reorder Cascade Locks Tourism brochures; order totaling no more than \$2500. Vice Chair Fine requests changing the cover if it's the monument. Staff will communicate with the committee and run the cover comps by them in digital form if it needs redesigning. At 6:27 PM, Vice Chair Fine motions for approval and Chairman LaFleur seconds the motion. All in favor. Aye. Motion carried.

7. Approval of Bills

A. Certified Folder Distribution Renewal to distribute brochures for one year for \$1534.46. Staff shares that Certified Folder suggests the committee might want to increase distribution farther east, such as Idaho, since a lot of tourists head west from that location and it would be advantageous for tourists to pick up our information at that point. Since the committee is currently working on the tourism budget, it's decided to wait since it would be an additional \$600. TM Kickert motions for approval for a one year renewal at \$1534.46 at 6:32 PM. TM Baseman seconds the motion. Motion carried.

C. Preview thoughts on Halloween activity. CA Zimmerman reminds the committee of the guidelines and the tourism committee's goal to generate overnight stays and attract visitors who travel more than 50 miles to Cascade Locks. The committee agrees that might be difficult to do for Halloween and there's some consideration of contacting Janice Crane at the museum to see if the committee might be involved in their Halloween event.

12. Upcoming events:

A. Community Yoga at Cascade Locks School: Saturdays, March 14, 21 and 28, 8-9 AM

13. Tourism Committee Member Reports

A. Debbie Fine. Vice Chair Fine shares information that Norm, from Pacific Crest Imprint, dropped off earlier. This is an advertising opportunity to place an ad in the Skamania Lodge Guest Directory magazine. Last year, the committee placed a full page ad in the publication. At 7:29 PM, Vice Chair Fine motions to place a full page ad in the magazine for \$1740. TM Baseman seconds the motion. All in favor. Aye. Motion carried.

B. Cameron La Fleur

C. Cindilee Baseman. TM Baseman reminds members that she will not be available at the next scheduled meeting. The committee plans to either move the meeting date or communicate with TM Daniel to see if she's available so there will be a quorum. CA Zimmerman confirms that the new committee member who was approved by City Council, but who never responded or attended a meeting, was removed. He also has not seen a grant come in from CGRA as yet. Staff will reach out to Susan Winner at CGRA. TM Baseman asks about the website and CA Zimmerman shares that the server has been down for 2-3 weeks, creating a delay in completion of the site.

D. Barbie Daniel

E. Mila Kickert

14. Next Meeting Date & Time: Decision now on hold due to Covid-19 closures and Stay At Home regulations.

15. Adjournment: Chairman LaFleur adjourned the meeting at 7:33 PM.

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.

CITY of CASCADE LOCKS — Tourism Committee Meeting Agenda

TOURISM COMMITTEE MEETING, Monday, August 3, 2020, 6:00 PM, City Council Chambers

1. Call Meeting to Order & Roll Call
Committee welcomes new Tourism Committee member, Matt Kelly!
2. Amendments to the Agenda
3. Comments from General Public
4. Discussion/Declaration of Potential Conflicts of Interest
5. Approval of Minutes Presented: March 9, 2020
6. Approval of Financials
7. Approval of Bills
8. Staff Report — Annie Van Domelen
 - A. Update committee on PCT monument
 - B. Update committee on website
9. Port Report — Brittany Berge
10. Old Business
 - A. PCT Days Grant
11. New Business
 - A. CA Zimmerman presents 20-21 budget/Discuss use of available funds
 - B. Vote for Staff contract renewal
 - C. Vote to renew Shirley's delivery services/Discuss distribution and contract
12. Upcoming events:
 - A. Unknown due to Covid-19
13. Tourism Committee Member Reports
 - A. Cameron La Fleur
 - B. Debbie Fine
 - C. Cindilee Baseman
 - D. Barbie Daniel
 - E. Mila Kickert
 - F. Matt Kelly
14. Next Meeting Date & Time: TBD since the first Monday in September is Labor Day, 6:00 PM
15. 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.

