

CITY of CASCADE LOCKS

AGENDA

CITY COUNCIL MEETING, Monday, November 25, 2019, 7:00 PM, CITY HALL

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

1. **Call to Order/Pledge of Allegiance/Roll Call.**
2. **Additions or amendments to the Agenda.** (The Mayor may add items to the agenda after it is printed and distributed only when required by business necessity and only after an explanation has been given. The addition of agenda items after the agenda has been printed is otherwise discouraged.)
3. **Adoption of Consent Agenda.** (Consent Agenda may be approved in its entirety in a single motion. Items are considered to be routine. Any Councilor may make a motion to remove any item from the Consent Agenda for individual discussion.)
 - a. **Approval of October 14, 2019 Minutes.**
 - b. **Resolution No. 1422 Deferred Compensation Plan.**
 - c. **Ratification of the Bills in the Amount of \$650,276.37**
4. **Public Hearing:**
5. **Action Items:**
 - a. **Appointment to Committees; Cameron La Fleur to Tourism Committee.**
 - b. **DEQ Penalty Demand Notice Decision.**
 - c. **Notice to Proceed Well #3, Water Facilities Improvement Project.**
 - d. **Approve Memorandum of Agreement with Port and Museum.**
 - e. **Approve Clean Water State Revolving Loan Fund Agreement.**
 - f. **Approve Purchase of Public Works Truck**
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. **Hood River Garbage Rate Review.**
 - c. **Tri County Household Hazardous Waste Baling Facility Proposal.**
 - d. **City Administrator Zimmerman Report.**
8. **Mayor and City Council Comments.**
9. **Other matters.**
10. **Executive Session per ORS 192.660 (1) (h) Legal Counsel.**
11. **Adjournment.**

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

1. **Call to Order/Pledge of Allegiance/Roll Call.** Mayor Cramblett called the meeting to order at 7PM. Present were CM's Julie Caldwell-Wagner, Glenda Groves, Bruce Fitzpatrick (via phone), Sara Patrick, Richard Randall, Bobby Walker, CA Gordon Zimmerman, Camera Operator Marianne Bump, Deputy Recorder Marilyn Place and from Columbia Area Transit Patty Fink. Also present were Brenda Wood, Nancy Renault, Joe Renault, Tracey Bardes, Valory Oakley, Forest Rodgers, Dee Rodgers, Jim D'Andrea, Don Hensgen, Martha Lamont Dianne Calverley, Chennie Wright, Preston Wright and Kirsti Walter.
2. **Additions or amendments to the Agenda.** None.
3. **Adoption of Consent Agenda.**
 - a. **Approval of April 22, 2019 City Council Minutes.**
 - b. **Ratification of the Bills in the Amount of \$340,441.85.** Motion: CM Walker moved to approve the Consent Agenda, seconded by CM Groves. The motion passed unanimously by CM's Caldwell-Wagner, Groves, Fitzpatrick, Patrick, Randall, Walker and Mayor Cramblett.
4. **Public Hearing:** None.
5. **Action Items:**
 - a. **Appointment to Committees.** None.
6. **Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community.** Martha Lamont said she is the Director and Coordinator for the Fish Food Bank. She said the Food Bank uses the City Hall gym facilities monthly. Ms. Lamont said she received a letter from City Recorder Kathy Woosley last week. She said the letter stated it would be appreciated if Food Bank volunteers could please move the food banks tables out of the gym area after food bank days. Ms. Lamont said she spoke to Kathy Woosley who said the stacks of chairs in the alcove could be moved to make room for the food bank tables to be stored. She said Kathy said the reason the tables need to be moved is because a Roller Derby group is renting the gym weekly on Wednesday evenings.

Ms. Lamont stated the food bank does far more work in the gym than the two days a month when they distribute food. She said the volunteers log well over 100 hours of service to the food bank each month. She said she's asking that the Roller Derby find another place to practice so the tables wouldn't have to be moved.

CA Zimmerman said normally we don't respond to these types of issues during the meeting because this time is meant for the citizens to make Council aware of their concerns. He said, however, he wanted to clarify the City's only asking the floor be cleared of the tables so others can use the gym.

Mayor Cramblett asked when will the Roller Derby use the space and does Food Bank operate during that same time. CA Zimmerman said the Roller Derby has reserved the gym for Wednesday nights as a program through Hood River Community Education and Food Bank is not operating during those times so there's no conflict.

Mayor Cramblett said he maintains that there will be a way to work it out. He said the Food Bank is very important to this Council and this community and we appreciate Ms. Lamont and all the volunteers and what they do. CA Zimmerman added the City will be happy to work with the Food Bank to find a place to put the tables.

Ms. Valory Oakley said a rumor circulated around town that there were several break-ins during the scheduled power outage on October 4, 2019. She said she spoke to Matt English with the Hood River County (HRC) Sheriff's Department who told her requests in advance for coverage during a situation like that can be arranged. Ms. Oakley wondered why HRC Sheriff was not notified of the scheduled power outage on October 4, 2019. She asked in the future if we can notify HRC Sheriff for coverage during scheduled power outages.

CM Walker said in some cases the Council needs time to research the issues before an answer or solution can be given. He said Council will be looking into whom should have contacted HRC Sheriff for coverage during the power outage.

Ms. Oakley said she had concerns with the construction taking place at the Post Office parking lot. She said it's hazardous for citizens who park in the grocery store parking lot and walk across Wa Na Pa to the Post Office to avoid the construction because the crosswalk is not well marked.

Mayor Cramblett said because it's a state highway it's in ODOT's hands what can be done there. CA Zimmerman said there's more construction scheduled for the Post Office parking lot and when that's completed it will be paved and the cross walk issue will be addressed.

Ms. Nancy Renault said Sunday October 13th was the Fire Department Appreciation dinner. She said the kids loved getting on the fire engines and Station Captain John Logan is doing a great job. She said there was a lot of food and a really good time and she thanked everyone that came.

Martha Lamont added that the Fire Department has volunteered to deliver the Food Bank Christmas Baskets this year.

7. Reports and Presentations.

a. City Committees: None.

b. CATBus.org, Patty Fink. Ms. Fink said Columbia Area Transit (CAT) was getting ready to do some proposed transit improvements. She said in 2017 the board for CAT completed a transit master plan and the focus was serving low income areas including Cascade Locks. She said CAT is expanding to different population segments. She said CAT has ten buses that are lift equipped so those in wheelchairs can access the bus easily.

Ms. Fink said 2019 and 2020 CAT will begin a brand new service by taking over Columbia Gorge Express's route from the Gateway Transit Center, with stops at Multnomah Falls, Cascade Locks and on to Hood River. She said CAT buses will leave Gateway three times a day, seven days a week and a stop in Troutdale will be added to that route.

Ms. Fink said CAT will extend evening operation hours to 8:00PM for Hood River routes to accommodate people working in down town Hood River. She said CAT will expand its hours before and after school and add shopping shuttles. She said beginning tomorrow the board will be discussing a program for low income families to provided services for a lesser fee.

Ms. Fink said bus tickets can be purchased online through an app. She said they also have transit tracking so riders can see where the bus is that they're waiting for.

c. City Administrator Zimmerman Report. CA Zimmerman read his report. He said Station Captain (SC) John Logan has selected a candidate for the Firefighter Paramedic position. He asked for Council's permission to extend an offer to Paul Martin from Newport, Oregon for the position. There was consensus of Council to hire Mr. Martin. He said SC Logan has successfully recruited two more volunteer fire fighters and one student fire fighter.

CA Zimmerman asked Council's permission to spend \$5867.00 to replace Blower #1 Variable Frequency Drive at the Wastewater Plant. There was consensus of Council to allow for the expense.

CA Zimmerman reminded all the next City Council meeting will be on Monday, November 25, 2019.

Mayor Cramblett asked for an update regarding the bill that Skamania EMS sent us for their services and what the status was. CA Zimmerman said City Attorney Rueben Cleveland crafted a letter and sent it to Skamania EMS and we have not heard back.

8. **Mayor and City Council Comments.** CM Fitzpatrick said he's hearing a lot of positive buzz around the Fire Hall and he's happy to hear about that. He welcomed Rose Dominguez to the staff. He said he was glad to hear the CAT report by Patty Fink and it's nice to know our citizens have options for transportation and Council needs to support CAT's efforts.

CM Caldwell-Wagner said it was good to have all the citizens here to talk to Council about their concerns. She said she'd like to volunteer her help to move tables for Martha if need be.

CM Patrick said she was very happy and excited about the expanded service for the CAT bus. She said now CAT can easily take PCT hikers from Cascade Locks to other shopping areas she hopes local businesses will find ways to keep them in town and making purchases from local merchants.

CM Walker wanted to commend SC John Logan for his enthusiasm and his positive results recruiting volunteers. He wanted to thank the Food Bank volunteers for their important work for the City and the community. He said those folks work hard and he appreciated them coming to the meeting that night.

CM Walker said regarding the discussion that took place at City Council on September 23, 2019 about developing the airport he's not a fan of that plan. He said the airport is very important for our emergency services and should not be shut down. He thanked staff and offered good luck to the new hire Rose Dominguez.

CM Randall said sometimes it takes unfortunate events such as the break-in that happened during the power outage on October 4 to make people realize the importance of police presence in our community. He said now that it's been brought to our attention we can plan for the community to be better protected during power outages.

CM Randall thanked the community as a whole for their support for the fire department and EMS including members of the Fire Auxiliary Committee. He said he personally wanted to give a shout out to Jess Zerfing for picking up the mantle for the Auxiliary group. He thanked staff.

CM Groves thanked the citizens that showed up at the meeting that night to express their issues and concerns. She thanked Gordon for the PW and Electric Departments activity report. She said she was at the Fire Appreciation Dinner last night and it wasn't as well attended as in the past but people were excited about the new Station Captain. She said as always she wanted to thank the staff for the great job they do.

Mayor Cramblett said the activity report for PW and the Electric Department was exactly what Council was looking for and he was thankful for it. He said the discussion about the airport was not about closing the airport. He said there are pieces of land out there that can be carved out for public use. He said the question was what kind of public use we want to put out there.

Mayor Cramblett said the Post Office is still a construction mess and the City does need to take a look at how people can be safe around there. He suggested citizens be careful at that crosswalk because drivers come through the town moving quickly. He added Wa Na Pa is a fairly wide street and citizens should be careful at all the crosswalks.

Mayor Cramblett said we didn't have any issues with break-ins during the last outages. He said our guard was down and we're not used to having anything happen here. He said but now our guard is up and he hates that because before it used to be we could leave our houses unlocked. He said a small town is not exempt from being taken advantage of. CA Zimmerman said City Hall Staff does call all the businesses in town when there is a planned outage and from now on we will add the HRC Sheriff's office to that list.

9. **Other matters.** None.
10. **Executive Session as may be required under ORS 192.660.** None.
11. **Adjournment. Motion:** CM Randall moved to adjourn, seconded by CM Groves. The motion passed unanimously by CM Caldwell-Wagner, Groves, Fitzpatrick, Patrick, Randall, Walker and Mayor Cramblett. The meeting adjourned at 10:00PM.

Prepared by,
Deputy Recorder, Marilyn Place

APPROVED:

Mayor Tom Cramblett

STAFF REPORT

Date Prepared: November 8, 2019

For City Council Meeting on: November 25, 2019

TO: Honorable Mayor and City Council

PREPARED BY: Kathy Woosley, City Recorder

APPROVED BY: Gordon Zimmerman, City Administrator

SUBJECT: Deferred Compensation Plan

SYNOPSIS: The City Council, in 1997, approved a Deferred Compensation Plan for the employees. It is an employee only contribution plan. The Third Party Administrator has changed several times through the years and now has left the employees without any local contact or customer service at all.

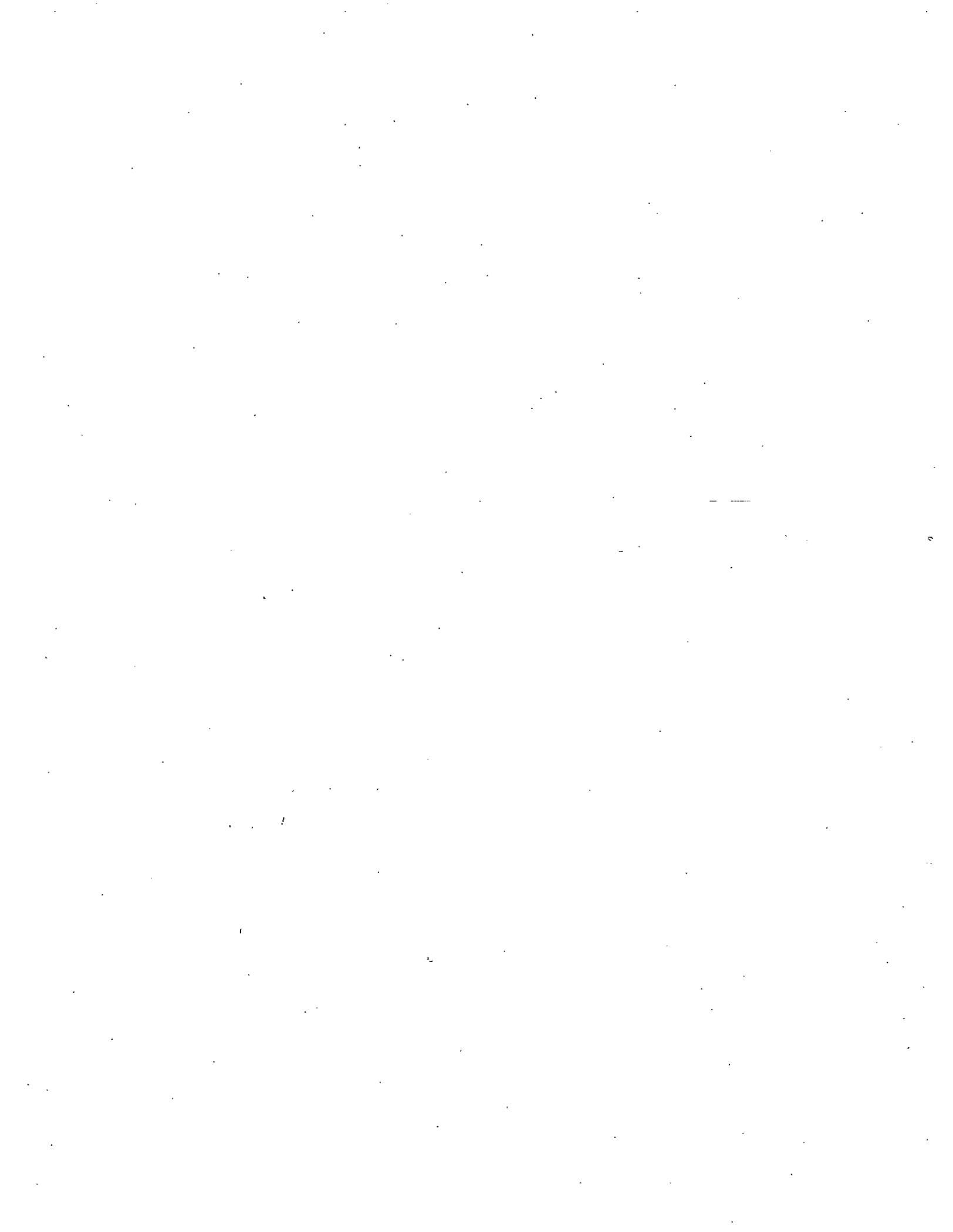
The Oregon Savings Growth Plan is a plan that is offered by the State of Oregon and has been in existence for many years. The Staff would like to belong to the Plan that is offered by the State for all State of Oregon and local government employees.

CITY COUNCIL OPTIONS:

1. Approve Resolution No. 1422 to allow staff to switch our current AIG Plan to Oregon Savings Growth Plan.
2. Remain with the current Plan

RECOMMENDATION: "I move to approve Resolution No. 1422 authorizing the City Administrator to sign Agreements with Oregon Savings Growth Plan for the Administration of the Deferred Compensation Plan.

Legal Review and Opinion: City Attorney Cleaveland has reviewed.



RESOLUTION NO. 1422

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AGREEMENTS WITH OREGON SAVINGS GROWTH PLAN FOR THE ADMINISTRATION OF THE DEFERRED COMPENSATION PLAN

WHEREAS, the City Council of the City of Cascade Locks pursuant to the provisions of Oregon Revised Statutes (ORS) 243.474, which provides in part that: "A local government that establishes a deferred compensation plan may invest all or part of the plan's assets through the deferred compensation investment program established by the Oregon Investment Council (OIC) under ORS 243.421," Hereby determines to be included in the State of Oregon Deferred Compensation Investment Program, also know as the Oregon Savings Growth Plan, established by the OIC under ORS 243.421 and administered by the Public Employees Retirement Board according to ORS 243.435 for its eligible personnel.

Be it further resolved that the proper officers are herewith authorized and directed to take all actions and make such reductions and submit such deferrals as are required by the Public Employees Retirement Board of the State of Oregon pursuant to ORS 243.478 (1), and

Be it further resolved that Employer agrees to be bound by the terms and conditions of the contracts between the State, its investment providers and record keeping company, and the "Plan Document" as identified in ORS 243.401 to 243.507 and Third Party Administrator services as amended from time to time. Specifically, without limitation, Employer agrees to appoint its governing body as Trustee of its Plan, as required by Section 457(g) of the Internal Revenue Code (IRC), 26 USC 457(g)(2). The Employer certifies it is an "eligible employer" under IRC Section 457(e)(1) and has received a copy of the Plan Document and Third Party Administrator Services.

Be it further resolved that Employer shall submit a certified copy of this resolution and "Notification Memo" to the State of Oregon, Public Employees Retirement System (PERS) as the Plan Administrator.

Be it further resolved that the Governing Body and Employer, recognize the PERS Board's responsibility for maintaining the integrity of the Plan and hereby agree to cooperate fully with the Plan Administrator in accordance with procedures established by PERS, including without limitation in processing requests for withdrawal in case of an unforeseeable emergency as defined in IRC Sec. 457(b)(5) and Treasury Regulations 1.457-2(h)(4) and (5)

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

SECTION 1. Authorization to Execute Agreements. The City Administrator and the City Finance Officer are hereby authorized to execute for the City of Cascade Locks individual participation agreements with each said employee requesting the same, and to act as

“Administrator” of the Plan representing the City of Cascade Locks, and to execute such agreements and contracts as are necessary to implement the Program. It is implicitly understood that, other than incidental expenses of collecting and disbursing the employee’s deferrals and other minor administrative matters, there is no other cost to the City for the Program. No agreements or contracts to implement the program shall be executed without prior review and approval of the City Attorney.

SECTION 2. Eligibility to Participate. All full-time employees of the City of Cascade Locks are eligible to participate in any deferred compensation plan offered by the City to its employees.

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

SECTION 4. Expiration. This resolution shall remain in effect until repealed by the City Council.

ADOPTED by the City Council this **25th** day of **November**, 2019.

APPROVED by the Mayor this **25th** day of **November**, 2019.

Mayor

ATTEST:

City Recorder

POSTAGE AND FEES
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 11809 BOSTON, MA

POSTAGE WILL BE PAID BY ADDRESSEE

OREGON SAVINGS GROWTH PLAN
800 SUMMER ST NE STE 200
SALEM OR 97310-9905



Can't get your money out of your 401(k) or 403(b) plan? Why not enroll in an Oregon Savings Growth Plan? Follow assistance to us, and phone call away.

1-800-365-8494



OREGON SAVINGS GROWTH PLAN

800 Summer Street N.E., Suite 200, Salem, OR 97310
800.365.8494 grow.yourtomorrow.com

Around the clock account management.

You can access your account information at any time by visiting the OSGP website at osgp.voya.com or by calling the toll-free Information Line anytime at 800-365-8494 using the automated system. You can check your account balance, process transactions or use planning tools. You also have access to Customer Service Representatives at the toll-free line weekdays from 7:00 a.m. to 5:00 p.m. Pacific Time. Plan administration services provided by Voya Institutional Plan Services, LLC.



OSGP: Six reasons to enroll

Putting your money to work

The Oregon Savings Growth Plan is a savings plan available to all Oregon public employees. Commonly known as OSGP, this deferred compensation plan can help you prepare for your future and your retirement. It offers a variety of features and services with a diverse investment lineup. You can monitor your account with the many tools and resources available to you through the Plan.

It's your choice

You choose your investments from the OSGP lineup and contribute a portion of your salary to OSGP on a pre-tax or after-tax basis through the Roth 457 Plan.

With pre-tax contributions, you pay no current federal or state income taxes on the money you contribute — or any of its earnings — until you receive it. These contributions, plus any investment earnings, grow on a tax-deferred basis.

Roth after-tax contributions allow you to make contributions on an after-tax basis and take tax-free distributions when you retire (as long as you meet certain criteria). You pay your taxes upfront at your current tax rate, rather than later at whatever your tax rate would be when you retire.

Note: The withdrawal availability for Roth sources will be subject to the terms of the Plan. Earnings you withdraw from the Roth sources within the 457 Plan will only be tax free if (1) they have been in the Roth account within the Plan for at least a five year taxable period, AND (2) you are either over age 59½, disabled or the distribution is made to your beneficiary subsequent to your death.



OREGON SAVINGS GROWTH PLAN

BLANKET VOUCHER APPROVAL

PAGE NO: 1

DEPARTMENT: CITY OF CASCADE LOCKS
COVER SHEET AND SUMMARY

DATE:	DESCRIPTION:	AMOUNT:
10/11/2019	Payroll	\$ 45,479.35
10/18/2019	Accounts Payable	\$ 382,321.69
10/25/2019	Payroll	\$ 57,473.45
10/31/2019	Accounts Payable	\$ 16,086.74
11/8/2019	Payroll	\$ 41,343.79
11/15/2019	Account Payable	\$107,571.35

GRAND TOTAL \$ 650,276.37

APPROVAL:

Mayor



Report Criteria:
 Report type: GL detail

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
10936	10/19	10/17/2019	10	10/17/19	Rebecca Graves	refund of deposit	5121130	267.95
Total 10936:								267.95
10937	10/19	10/17/2019	6966	01410018TJ	American Messaging	Paging Service	5140562110	7.50
Total 10937:								7.50
10938	10/19	10/17/2019	6820	67134	Anderson Perry & Associates Inc	Corrosion Control Facility	2141562025	2,287.50
Total 10938:								2,287.50
10939	10/19	10/17/2019	7100	19COCL_10	Annie Van Domalen	Design services	0840562114	150.00
10939	10/19	10/17/2019	7100	19COCL_11	Annie Van Domalen	Tourism Staff Support	0840562110	410.00
Total 10939:								560.00
10940	10/19	10/17/2019	6834	3001950.01	Best Western Columbia River Inn	Rebate for comm lighting	5140562140	4,395.00
Total 10940:								4,395.00
10941	10/19	10/17/2019	370	73333	Bio-Med Testing Service	random drug test	0140362063	40.00
10941	10/19	10/17/2019	370	73333	Bio-Med Testing Service	drug testing	0540562063	120.00
Total 10941:								160.00
10942	10/19	10/17/2019	6834	3019531.01	Bridgeside Restaurant	Rebate Commercial Lighting Project	5140562140	3,699.00
Total 10942:								3,699.00
10943	10/19	10/17/2019	6900	V903356	BSK Associates	V-Collectorm tests	2140562150	60.00
Total 10943:								60.00
10944	10/19	10/17/2019	6979	09/30/19	Cartomation Inc	GIS Service for City	5140562190	1,000.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 10944:								
10945	10/19	10/17/2019	610	756165	Cascade Columbia Distribution Co	Container return	2140562560	97.25
10945	10/19	10/17/2019	610	756903	Cascade Columbia Distribution Co	Soda ash	2140562560	305.00
10945	10/19	10/17/2019	610	761425	Cascade Columbia Distribution Co	Sodium Hypochlorite	2140562650	430.70
Total 10945: 638.45								
Total 10946:								
10946	10/19	10/17/2019	670	100001500	Cascade Locks Light Co	New Fire Station	0540562439	655.77
10946	10/19	10/17/2019	670	100003500	Cascade Locks Light Co	Res no2	2140562070	28.73
10946	10/19	10/17/2019	670	100030200	Cascade Locks Light Co	Pump Lift Station	3140562070	28.87
10946	10/19	10/17/2019	670	100038200	Cascade Locks Light Co	well house	2140562070	2,576.45
10946	10/19	10/17/2019	670	100379100	Cascade Locks Light Co	treatment plant	3140562070	2,142.03
10946	10/19	10/17/2019	670	100381300	Cascade Locks Light Co	Warehouse	2140562070	54.76
10946	10/19	10/17/2019	670	103742700	Cascade Locks Light Co	Wasco Crk Lift Station	3140562070	74.62
10946	10/19	10/17/2019	670	103814000	Cascade Locks Light Co	Corrosion Control	2140562070	19.58
10946	10/19	10/17/2019	670	200120000	Cascade Locks Light Co	Cemetery Water	1740562551	199.77
10946	10/19	10/17/2019	670	300155100	Cascade Locks Light Co	main lift station	3140562070	646.88
10946	10/19	10/17/2019	670	300155900	Cascade Locks Light Co	main lift station	3140562070	174.72
10946	10/19	10/17/2019	670	300171800	Cascade Locks Light Co	moody lift station	5140562800	112.82
10946	10/19	10/17/2019	670	300183900	Cascade Locks Light Co	moody lift station	2140562070	29.70
10946	10/19	10/17/2019	670	301961200	Cascade Locks Light Co	Bike Path	0140162552	33.38
10946	10/19	10/17/2019	670	600135700	Cascade Locks Light Co	City Hall Utilities	0140162552	647.56
10946	10/19	10/17/2019	670	600138500	Cascade Locks Light Co	Sewer Lift on Cascade	3140562070	18.93
10946	10/19	10/17/2019	670	600138900	Cascade Locks Light Co	87 Ruckel	3140562070	35.45
10946	10/19	10/17/2019	670	600149800	Cascade Locks Light Co	City Hall Irrigation	0140162552	309.41
10946	10/19	10/17/2019	670	601369800	Cascade Locks Light Co	radio tower	0540562439	39.10
Total 10946: 7,826.82								
Total 10947:								
10947	10/19	10/17/2019	6996	570706	Certified Folder	poster/ brochures	0840562114	1,173.00
Total 10947: 1,173.00								
Total 10948:								
10948	10/19	10/17/2019	900	1-000399.03	City of Cascade Locks	Senior Sewer Subsidy	0140862025	22.70
10948	10/19	10/17/2019	900	1-000398.01	City of Cascade Locks	Senior Sewer Subsidy	0140862025	22.70
10948	10/19	10/17/2019	900	1-004731.01	City of Cascade Locks	Senior Sewer Subsidy	0140862025	22.70
10948	10/19	10/17/2019	900	2-001038.00	City of Cascade Locks	Senior Sewer Subsidy	0140862025	22.70
10948	10/19	10/17/2019	900	2-001038.02	City of Cascade Locks	Senior Sewer Subsidy	0140862025	22.70

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
10948	10/19	10/17/2019	900	2-00114.00	City of Cascade Locks	Senior Sewer Subsidy	0140862025	22.70
10948	10/19	10/17/2019	900	2-010630.00	City of Cascade Locks	Senior Sewer Subsidy	0140862025	22.70
10948	10/19	10/17/2019	900	3-001866.00	City of Cascade Locks	Senior Sewer Subsidy	0140862025	22.70
10948	10/19	10/17/2019	900	3-001928.00	City of Cascade Locks	Senior Sewer Subsidy	0140862025	22.70
10948	10/19	10/17/2019	900	6-001496.10	City of Cascade Locks	Senior Sewer Subsidy	0140862025	22.70
Total 10948:								227.00
10949	10/19	10/17/2019	1110	2019-06	Columbia Gorge Training Assoc	fire academy reg.	0640562020	350.00
Total 10949:								350.00
10950	10/19	10/17/2019	1120	A233004	Columbia Hardware LLC	Lp22 pressure	0140482520	53.17
10950	10/19	10/17/2019	1120	A293722	Columbia Hardware LLC	adapters, pvc, bushing Fischers perf	2140562560	104.51
Total 10950:								157.68
10951	10/19	10/17/2019	1280	192004	Cresline Construction	5th Payment for Corrosion Control Proje	2141562025	219,108.00
Total 10951:								219,108.00
10952	10/19	10/17/2019	7028	1909-1710	Curran-Macleod Inc	engineering services	0140262091	624.50
Total 10952:								624.50
10953	10/19	10/17/2019	1320	10060555	Daily Journal of Commerce	well no 3 project	2141562020	619.10
Total 10953:								619.10
10954	10/19	10/17/2019	1360	131773	David R Cunningham	City network	0140162082	1,410.00
10954	10/19	10/17/2019	1360	131774	David R Cunningham	Tourism	0840562110	30.00
Total 10954:								1,440.00
10955	10/19	10/17/2019	1420	2236	Dennis V Snyder Jr Contractors	rock	2141562009	247.50
10955	10/19	10/17/2019	1420	2236	Dennis V Snyder Jr Contractors	rock	3141562009	247.50
10955	10/19	10/17/2019	1420	2240	Dennis V Snyder Jr Contractors	ODOT DAMAGE WARENDALE	5140662110	900.00
Total 10955:								1,395.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
10956	10/19	10/17/2019	1540	L000720547	DMV Services - State of Oregon	Record Inquiry	0540562110	7.50
Total 10956:								
10957	10/19	10/17/2019	1620	2469	Efficiency Services Group LLC	BPA Program Services	5140562139	800.00
Total 10957:								
10958	10/19	10/17/2019	6795	0796237-2	Ferguson Enterprises Inc #3011	copper meter setter	2141562009	639.65
10958	10/19	10/17/2019	6795	0797006	Ferguson Enterprises Inc #3011	copper meter setter	2140562560	698.60
10958	10/19	10/17/2019	6795	0807299	Ferguson Enterprises Inc #3011	corp coupler	2141562009	41.46
10958	10/19	10/17/2019	6795	0807741	Ferguson Enterprises Inc #3011	supplies	2140562560	103.69
10958	10/19	10/17/2019	6795	0807741	Ferguson Enterprises Inc #3011	supplies	3140562560	73.95
10958	10/19	10/17/2019	6795	0808133	Ferguson Enterprises Inc #3011	2X1X1/4 PVC SPXSLIP BUSH	2140562560	1.17
Total 10958:								
10959	10/19	10/17/2019	7012	17716	Fisher's RPM Electric Motor Inc	pump	3140562110	320.00
Total 10959:								
10960	10/19	10/17/2019	7021	1-1678408	Gorge Networks	internet and phone	0140162050	228.49
10960	10/19	10/17/2019	7021	1-1678408	Gorge Networks	internet and phone	0140162082	261.79
10960	10/19	10/17/2019	7021	1-1678408	Gorge Networks	internet and phone	0540562050	235.04
Total 10960:								
10961	10/19	10/17/2019	2140	A1E09897	Government Ethics Commission	Annual Billing	0140162030	548.87
Total 10961:								
10962	10/19	10/17/2019	2450	42044	Hood River County	satisfaction of mortgage	0140162110	115.00
Total 10962:								
10963	10/19	10/17/2019	2420	10266	Hood River County - Finance Dept	Deputy Services	0141962250	7,600.00
Total 10963:								
10964	10/19	10/17/2019	2530	10480443	Hood River Garbage Service	drop box and delivery	0140462520	481.30

M = Manual Check, V = Void Check

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 10964:								
10965	10/19	10/17/2019	2570	10/15/19	Hood River News	Adv for bids	2141562020	481.30
Total 10965:								536.00
10966	10/19	10/17/2019	2700	38257	IMC	Membership Dues	0140162030	536.00
Total 10966:								110.00
10967	10/19	10/17/2019	7104	10/15/19	Irais Leon	refund for overpayment	9911033	110.00
Total 10967:								145.32
10968	10/19	10/17/2019	6844	12562	Merina & Company LLP	audit services	0140162081	145.32
Total 10968:								10,000.00
10969	10/19	10/17/2019	6949	19774	NorthWest Graphic Works	uniforms	0540562028	10,000.00
Total 10969:								787.01
10970	10/19	10/17/2019	4020	ME125248	ODOT Fuel Sales	Fuel	0340562530	787.01
10970	10/19	10/17/2019	4020	ME125248	ODOT Fuel Sales	Fuel	0540562530	73.54
10970	10/19	10/17/2019	4020	ME125248	ODOT Fuel Sales	Fuel	0540562420	38.84
10970	10/19	10/17/2019	4020	ME125248	ODOT Fuel Sales	Fuel	0540562420	64.64
10970	10/19	10/17/2019	4020	ME125248	ODOT Fuel Sales	Fuel	0540562420	101.65
10970	10/19	10/17/2019	4020	ME125248	ODOT Fuel Sales	Fuel	0540562420	136.69
10970	10/19	10/17/2019	4020	ME125248	ODOT Fuel Sales	Fuel	2140562530	344.58
10970	10/19	10/17/2019	4020	ME125248	ODOT Fuel Sales	Fuel	3140562530	318.81
10970	10/19	10/17/2019	4020	ME125248	ODOT Fuel Sales	Fuel	5140562200	101.83
10970	10/19	10/17/2019	4020	ME125248	ODOT Fuel Sales	Fuel	5140662210	74.31
Total 10970:								1,257.40
10971	10/19	10/17/2019	4070	9090330	One Call Concepts Inc	locate services	5140562110	13.20
Total 10971:								13.20
10972	10/19	10/17/2019	7090	7640	Onsite Supply House, LLC	Matco	2141562009	194.37

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
10972	10/19	10/17/2019	7090	7850	Onsite Supply House, LLC	underground sewer tape	3141562009	170.62
Total 10972:								
10973	10/19	10/17/2019	4690	1014042134	Pitney Bowes Inc - Supplies	red ink	0140162010	80.74
Total 10973:								
10974	10/19	10/17/2019	6903	0146326	Pollardwater.com	control cable	2140562560	86.00
10974	10/19	10/17/2019	6903	0146326-1	Pollardwater.com	Pump	2140562560	983.56
10974	10/19	10/17/2019	6903	0146326-2	Pollardwater.com	chlorinator pump	2140562560	2,194.85
Total 10974:								
10975	10/19	10/17/2019	4810	36055	Print Hl Inc	Name Plate	0140162010	12.00
Total 10975:								
10976	10/19	10/17/2019	6780	32523391	Ricoh USA Inc	Periodic payment	0140162120	179.02
10976	10/19	10/17/2019	6780	5057719297	Ricoh USA Inc	Copies	0140162110	79.81
Total 10976:								
10977	10/19	10/17/2019	7026	8128275130	Shred-It USA	Archives Shred Bins	0140162110	63.78
Total 10977:								
10978	10/19	10/17/2019	6894	1037153.02	Sigwan park	Refund Overpayment - Close Account	9911033	129.02
Total 10978:								
10979	10/19	10/17/2019	5510	72234419020-	Staples Contract & Commercial Inc	desk top calculator	0140162010	16.09
10979	10/19	10/17/2019	5510	7300627123-	Staples Contract & Commercial Inc	Toner and Supplies	0140162010	458.98
10979	10/19	10/17/2019	5510	7300637107-	Staples Contract & Commercial Inc	Office Supplies	0140162010	393.95
10979	10/19	10/17/2019	5510	7300652763-	Staples Contract & Commercial Inc	Office Supplies	0140162010	50.43
10979	10/19	10/17/2019	5510	7300652763-	Staples Contract & Commercial Inc	earphones	0140162010	15.79
10979	10/19	10/17/2019	5510	7300652763-	Staples Contract & Commercial Inc	Office Supplies	0140162010	10.99
10979	10/19	10/17/2019	5510	7301065608-	Staples Contract & Commercial Inc	Office Supplies	0140162010	98.22
10979	10/19	10/17/2019	5510	7301065608-	Staples Contract & Commercial Inc	refund trans tape	0140162010	15.19-

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 10979:								
10980	10/19	10/17/2019	6070	091155	TWGW/Inc - NAPA Auto Parts	Air filters	0140462520	729.26
10980	10/19	10/17/2019	6070	091155	TWGW/Inc - NAPA Auto Parts	Fuel filter	2140562560	83.74
10980	10/19	10/17/2019	6070	091155	TWGW/Inc - NAPA Auto Parts	oil filters	3140562560	167.47
10980	10/19	10/17/2019	6070	094011	TWGW/Inc - NAPA Auto Parts	Halogen sealed beams	0540562441	167.47
Total 10980:								
10981	10/19	10/17/2019	6834	101719	Tyler Miller	Refund planning fees	0130143431	429.67
Total 10981:								
10982	10/19	10/17/2019	7092	10737	Vankoten & Cleaveland LLC	Attorney services	0140162100	1,650.00
Total 10982:								
10983	10/19	10/17/2019	6690	10/14/19	Woosley, Kathy	MILEAGE REIMBURSEMENT	0140162020	2,400.00
Total 10983:								
10984	10/19	10/17/2019	7098	893931	WSP USA Inc	Professional Planning Services	0140262075	114.26
10984	10/19	10/17/2019	7098	893931	WSP USA Inc	Professional Planning Services	0140262090	1,312.02
Total 10984:								
101719001	10/19	10/17/2019	440	SEP19-PWR	BPA	Power Bill	5140562820	3,683.97
101719001	10/19	10/17/2019	440	SEP19-PWR	BPA	Power Bill	5140562820	4,995.99
Total 101719001:								
101719002	10/19	10/17/2019	440	SEP19-TRN	BPA	Transmission Bill	5140562821	79,132.00
101719002	10/19	10/17/2019	440	SEP19-TRN	BPA	Transmission Bill	5140562821	6,114.00
Total 101719002:								
Grand Totals:								
								11,579.00
								382,321.69

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-21010	15.19	33,269.07-	33,253.88-
01-301-43431	1,650.00	.00	1,650.00
01-401-62010	837.19	15.19-	822.00
01-401-62020	114.26	.00	114.26
01-401-62030	658.87	.00	658.87
01-401-62050	228.49	.00	228.49
01-401-62081	10,000.00	.00	10,000.00
01-401-62082	1,671.79	.00	1,671.79
01-401-62100	2,400.00	.00	2,400.00
01-401-62110	258.59	.00	258.59
01-401-62120	179.02	.00	179.02
01-401-62552	990.44	.00	990.44
01-402-62075	1,312.02	.00	1,312.02
01-402-62090	3,683.97	.00	3,683.97
01-402-62091	624.50	.00	624.50
01-403-62063	40.00	.00	40.00
01-404-62520	618.21	.00	618.21
01-407-62630	174.72	.00	174.72
01-408-62025	227.00	.00	227.00
01-419-62250	7,600.00	.00	7,600.00
03-21010	.00	73.64-	73.64-
03-405-62630	73.64	.00	73.64
05-21010	.00	2,549.23-	2,549.23-
05-405-62020	350.00	.00	350.00
05-405-62029	787.01	.00	787.01
05-405-62050	235.04	.00	235.04
05-405-62063	120.00	.00	120.00
05-405-62110	7.50	.00	7.50
05-405-62420	343.82	.00	343.82
05-405-62439	694.87	.00	694.87
05-405-62441	10.99	.00	10.99
08-21010	.00	1,763.00-	1,763.00-
08-405-62110	440.00	.00	440.00
08-405-62114	1,323.00	.00	1,323.00
17-21010	.00	199.77-	199.77-
17-405-62651	199.77	.00	199.77
21-21010	97.25	231,863.24-	231,765.99-
21-405-62070	2,709.22	.00	2,709.22

M = Manual Check V = Void Check

GL Account	Debit	Credit	Proof
21-405-62150	60.00	.00	60.00
21-405-62580	344.89	.00	344.89
21-405-62560	4,644.85	87.25-	4,547.60
21-405-62650	430.70	.00	430.70
21-415-62009	1,122.98	.00	1,122.98
21-415-62020	1,155.10	.00	1,155.10
21-415-62025	221,395.50	.00	221,395.50
31-21010	.00	4,245.23-	4,245.23-
31-405-62070	2,946.78	.00	2,946.78
31-405-62110	320.00	.00	320.00
31-405-62530	318.91	.00	318.91
31-405-62560	241.42	.00	241.42
31-415-62009	418.12	.00	418.12
51-21010	.00	108,196.61-	108,196.61-
51-21130	267.95	.00	267.95
51-405-62110	20.70	.00	20.70
51-405-62139	800.00	.00	800.00
51-405-62140	8,094.00	.00	8,094.00
51-405-62190	1,000.00	.00	1,000.00
51-405-62200	101.83	.00	101.83
51-405-62800	112.82	.00	112.82
51-405-62820	79,132.00	.00	79,132.00
51-405-62821	10,749.00	.00	10,749.00
51-406-62110	900.00	.00	900.00
51-406-62210	74.31	.00	74.31
51-406-62820	6,114.00	.00	6,114.00
51-406-62821	830.00	.00	830.00
99-11033	274.34	.00	274.34
99-21010	.00	274.34-	274.34-
Grand Totals:	382,546.57	382,546.57-	.00

GL Account	Debit	Credit	Proof
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Report Criteria:

Report type: GL detail

Report Criteria:
 Report type: GL detail

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
10989	10/19	10/31/2019	7100	19COCL_12	Annie Van Domelen	Full page Ad for Skamnia Magazine	0840562114	87.50
10989	10/19	10/31/2019	7100	19COCL_13	Annie Van Domelen	communications social media	0840562110	245.00
Total 10989: 332.50								
10990	10/19	10/31/2019	200	2872903700	AT&T Mobility	Ems phone	0540562050	93.62
10990	10/19	10/31/2019	200	2872903700	AT&T Mobility	E L Phone	5140562050	42.86
10990	10/19	10/31/2019	200	2872903700	AT&T Mobility	E L Phone	5140562050	10.72
Total 10990: 147.20								
10991	10/19	10/31/2019	790	1134103119	CenturyLink	Electric	5140562050	73.48
10991	10/19	10/31/2019	790	1134103119	CenturyLink	Electric	5140662050	18.37
10991	10/19	10/31/2019	790	1451103119	CenturyLink	Treatment Plant	3140562050	124.86
10991	10/19	10/31/2019	790	5538103119	CenturyLink	telemetry	2140562050	152.58
10991	10/19	10/31/2019	790	5538103119	CenturyLink	telemetry	3140562050	152.59
10991	10/19	10/31/2019	790	8414103119	CenturyLink	Lift Station	3140562050	115.34
Total 10991: 637.42								
10992	10/19	10/31/2019	800	3997103119	CenturyLink Communications Inc	WELL HOUSE	2140562050	13.22
Total 10992: 13.22								
10993	10/19	10/31/2019	1360	131781	David R Cunningham	server install	0840562110	480.00
10993	10/19	10/31/2019	1360	131782	David R Cunningham	Caselle server update troubleshoot softw	0140162082	660.00
Total 10993: 1,140.00								
10994	10/19	10/31/2019	4910	103119	Drakes 7 Dees	Refund Water Deposit	2121130	692.50
Total 10994: 692.50								
10995	10/19	10/31/2019	6854	103119	Gordon Zimmerman	City Administor Expense report	0140162094	413.80
Total 10995: 413.80								

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
10996	10/19	10/31/2019	7021	1683448	Gorge Networks	Internet and phone	0140162050	228.99
10996	10/19	10/31/2019	7021	1683448	Gorge Networks	Internet and Phones	0140162082	261.79
10996	10/19	10/31/2019	7021	1683448	Gorge Networks	Internet and Phones	0540562050	235.54
Total 10996:								
10997	10/19	10/31/2019	3070	1500669194	Les Schwab Tire Center	Battery check - New battery and install	0540562441	726.32
Total 10997:								
10998	10/19	10/31/2019	2980	INV328680	LN Curtis & Sons	ambiant aircheck air analysis	0540562440	165.00
Total 10998:								
10999	10/19	10/31/2019	3150	10312019	Marianne Burmp	City of Gresham OSGP Class	0140162020	38.28
Total 10999:								
11000	10/19	10/31/2019	3160	10302019	Marianne Burmp/Pety Cash	Postage for RURAL DEVELOPMENT	0140162055	8.75
Total 11000:								
11001	10/19	10/31/2019	3490	2854	Mid-Columbia Economic Development DI	Project management services oct - dec 2	0140162030	250.00
11001	10/19	10/31/2019	3490	2859	Mid-Columbia Economic Development DI	labor standards	2141562025	7,500.00
Total 11001:								
11002	10/19	10/31/2019	6634	103119	Shahala Home Owners Assoc	Overpayment for installation of additional	0340569139	534.39
Total 11002:								
11003	10/19	10/31/2019	6070	092079	TWGW Inc - NAPA Auto Parts	FITTING	2140562560	61.77
Total 11003:								
11004	10/19	10/31/2019	6110	103119	US Postal Service	Mail utility bills	0140162055	331.40
Total 11004:								
11005	10/19	10/31/2019	6690	103119	Woolsey, Kathy	banking & print it	0140162020	23.20

M = Manual Check, V = Void Check

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
11005	10/19	10/31/2019	6690	10312019	Woosley, Kathy	CENSUS AND PARKING	0140162020	59.45
Total 11005:								
11006	10/19	10/31/2019	7034	934	Bernadette Murray-Macdoce	WEBSITE UPDATE GRAPHIC SIZING A	0840562114	32.65
Total 11006:								
11007	10/19	10/31/2019	1430	10312019	Department of State Lands	Unclaimed Property 2019	0122036	300.00
Total 11007:								
103119001	10/19	10/31/2019	6080	OCTOBER 2	US Bank	Bank Fees	0140162110	263.34
Total 103119001:								
103119002	10/19	10/25/2019	6090	2974103119	US Bank CC	Malwarebytes	0140162010	343.97
103119002	10/19	10/25/2019	6090	2974103119	US Bank CC	Pers expo lunch	0140162020	99.99
Total 103119002:								
103119003	10/19	10/25/2019	6090	2305103119	US Bank CC	small office security	0140162010	169.99
103119003	10/19	10/25/2019	6090	2305103119	US Bank CC	crash plan	0140162082	134.99
Total 103119003:								
103119004	10/19	10/25/2019	6090	5243103119	US Bank CC	HR Chamber meeting lunch	0140162020	154.97
103119004	10/19	10/25/2019	6090	5243103119	US Bank CC	One gorge meeting lunch	0140162020	6.50
103119004	10/19	10/25/2019	6090	5243103119	US Bank CC	LOC lunch	0140162020	4.99
103119004	10/19	10/25/2019	6090	5243103119	US Bank CC	Hood River Parking	0140162020	8.58
103119004	10/19	10/25/2019	6090	5243103119	US Bank CC	LOC Lunch	0140162020	3.00
103119004	10/19	10/25/2019	6090	5243103119	US Bank CC	LOC La Quinta	0140162020	9.45
103119004	10/19	10/25/2019	6090	5243103119	US Bank CC	surface pro license	0140162081	473.49
103119004	10/19	10/25/2019	6090	5243103119	US Bank CC	PPC lunch	5140562020	99.99
Total 103119004:								
103119005	10/19	10/25/2019	6090	4393103119	US Bank CC	misc office supplies	0140162010	615.40
103119005	10/19	10/25/2019	6090	4393103119	US Bank CC	OAMR Annual conf	0140162020	60.42
Total 103119005:								

M = Manual Check, V = Void Check

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 103119005:								813.90
Grand Totals:								16,086.74

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-21010	.00	4,627.83-	4,627.83-
01-22035	263.34	.00	263.34
01-401-62010	295.40	.00	295.40
01-401-62020	1,450.42	.00	1,450.42
01-401-62030	250.00	.00	250.00
01-401-62050	228.99	.00	228.99
01-401-62055	340.15	.00	340.15
01-401-62081	99.99	.00	99.99
01-401-62082	941.77	.00	941.77
01-401-62094	413.80	.00	413.80
01-401-62110	343.97	.00	343.97
03-21010	.00	534.39-	534.39-
03-405-63139	534.39	.00	534.39
05-21010	.00	844.13-	844.13-
05-405-62050	329.16	.00	329.16
05-405-62440	165.00	.00	165.00
05-405-62441	349.97	.00	349.97
08-21010	.00	1,112.50-	1,112.50-
08-405-62110	725.00	.00	725.00
08-405-62114	387.50	.00	387.50
21-21010	.00	8,420.17-	8,420.17-
21-21130	692.50	.00	692.50
21-405-62050	165.90	.00	165.90
21-405-62350	61.77	.00	61.77
21-415-62025	7,500.00	.00	7,500.00
31-21010	.00	392.89-	392.89-
31-405-62050	392.89	.00	392.89
51-21010	.00	154.83-	154.83-
51-405-62020	9.40	.00	9.40
51-405-62050	116.34	.00	116.34
51-406-62050	29.09	.00	29.09
Grand Totals:	16,086.74	16,086.74-	.00

M = Manual Check, V = Void Check

Report Criteria:
Report type: GL detail

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
11012	11/19	11/14/2019	7105	0088303-IN	Air Repts	VFD Replacement	5843163941	5,867.00
Total 11012:								5,867.00
11013	11/19	11/14/2019	6966	01410018TK	American Messaging	Voicemail services	5140562110	84.68
Total 11013:								84.68
11014	11/19	11/14/2019	6820	67308	Anderson Perry & Associates Inc	Thunder Island Brewery Plan Review	0140262091	87.50
11014	11/19	11/14/2019	6820	67309	Anderson Perry & Associates Inc	Construction Engineering Pro services	2141562025	4,095.00
11014	11/19	11/14/2019	6820	67310	Anderson Perry & Associates Inc	Cultural Resources	3141562030	67.50
11014	11/19	11/14/2019	6820	67311	Anderson Perry & Associates Inc	Funding Assistance	3141562030	700.00
Total 11014:								4,950.00
11015	11/19	11/14/2019	7100	19COCL_14	Annie Van Domelen	Tourism Staff Support	0840562114	100.00
11015	11/19	11/14/2019	7100	19COCL_15	Annie Van Domelen	Tourism Staff Support	0840562110	505.00
Total 11015:								605.00
11016	11/19	11/14/2019	7034	935	Bernadette Murray-Macice	WEBSITE UPDATE GRAPHIC SIZING A	0840562114	200.00
Total 11016:								200.00
11017	11/19	11/14/2019	370	73830	Bio-Med Testing Service	Pre-Employment Drug Screening	0540562063	40.00
Total 11017:								40.00
11018	11/19	11/14/2019	6979	11142019	Cartomation Inc	GIS Service for City	5140562190	1,000.00
Total 11018:								1,000.00
11019	11/19	11/14/2019	820	361200-014	CH2M Hill Engineers Inc	Engineering Services nov 2019	3140562700	8,086.25
Total 11019:								8,086.25
11020	11/19	11/14/2019	6834	6013681	Chris Ferrall	Refund of Deposit	5140562140	532.50

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 11020:								
11021	11/19	11/14/2019	4910	503070402	Christina Opeiland	Refund Deposit Balance	5121130	52.45
Total 11021:								
Total 11022:								
11022	11/19	11/14/2019	900	100038903	City of Cascade Locks	Senior Sewer Subsidy	0140862025	22.70
11022	11/19	11/14/2019	900	100039801	City of Cascade Locks	Senior Sewer Subsidy	0140862025	22.70
11022	11/19	11/14/2019	900	100473101	City of Cascade Locks	Senior Sewer Subsidy	0140862025	22.70
11022	11/19	11/14/2019	900	200103800	City of Cascade Locks	Senior Sewer Subsidy	0140862025	22.70
11022	11/19	11/14/2019	900	200103802	City of Cascade Locks	Senior Sewer Subsidy	0140862025	22.70
11022	11/19	11/14/2019	900	200111400	City of Cascade Locks	Senior Sewer Subsidy	0140862025	22.70
11022	11/19	11/14/2019	900	201063000	City of Cascade Locks	Senior Sewer Subsidy	0140862025	22.70
11022	11/19	11/14/2019	900	300186600	City of Cascade Locks	Senior Sewer Subsidy	0140862025	22.70
11022	11/19	11/14/2019	900	300192800	City of Cascade Locks	Senior Sewer Subsidy	0140862025	22.70
11022	11/19	11/14/2019	900	600149610	City of Cascade Locks	Senior Sewer Subsidy	0140862025	22.70
Total 11022:								
11023	11/19	11/14/2019	940	11062019	City of Springfield	Patents billed for Aug 2019	0540562111	280.00
Total 11023:								
Total 11024:								
11024	11/19	11/14/2019	1120	A234812	Columbia Hardware LLC	LIQUIDITE	2140562560	4.30
11024	11/19	11/14/2019	1120	A235838	Columbia Hardware LLC	Tailpiece, trap	0140462520	32.27
11024	11/19	11/14/2019	1120	B256605	Columbia Hardware LLC	plumbing supplies	0140462520	57.32
Total 11024:								
11025	11/19	11/14/2019	7028	1910-1710	Curran-McLeod Inc	engineering services	0840562091	2,749.00
Total 11025:								
11026	11/19	11/14/2019	1420	2242	Dennis V Snyder Jr Contractors	501 moody picked up rocks	2141562009	265.00
11026	11/19	11/14/2019	1420	2246	Dennis V Snyder Jr Contractors	Excavate for conduit	5140562770	880.00
Total 11026:								
11027	11/19	11/14/2019	1620	2502	Efficiency Services Group LLC	BPA Program Services	5140562139	800.00

M = Manual Check, V = Void Check

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 11027:								
11028	11/19	11/14/2019	6882	21293	Ernie's Locks & Keys	Front door lock	0140462520	800.00
Total 11028:								153.50
11029	11/19	11/14/2019	6834	26-1127379	ERS	Equipment rental	0140462520	153.50
Total 11029:								53.04
11030	11/19	11/14/2019	6795	0806124	Ferguson Enterprises Inc #3011	Steel mtr box	2140562560	63.04
11030	11/19	11/14/2019	6795	0819232	Ferguson Enterprises Inc #3011	Supplies	2141562009	262.60
11030	11/19	11/14/2019	6795	0820512	Ferguson Enterprises Inc #3011	Senus training	2140562020	532.52
Total 11030:								500.00
11031	11/19	11/14/2019	2020	1353313	General Pacific Inc	King demand meter seals	5140562560	1,295.12
11031	11/19	11/14/2019	2020	1353880	General Pacific Inc	Cabinet 3 phase	5140562770	206.00
Total 11031:								1,937.36
11032	11/19	11/14/2019	2430	143229	Hood River Co Chamber of Commerce	membership renewal	0840562113	2,143.36
Total 11032:								250.00
11033	11/19	11/14/2019	2450	10312	Hood River County	Deputy Services	0141962250	250.00
11033	11/19	11/14/2019	2450	67393	Hood River County	copies	0140162110	7,600.00
Total 11033:								2.50
11034	11/19	11/14/2019	7101	11082019	Hood River Electric Co-op	Mutual Aid Assistance	5140562110	7,602.50
Total 11034:								530.74
11035	11/19	11/14/2019	6931	195761	International Graphics & Nameplate Inc	Digital print Backlit Film	0840562114	530.74
Total 11035:								183.64
11036	11/19	11/14/2019	7076	11052019	Jaques Sharp Attorneys At Law	Phone Municipal Court, Hearing prep, he	0140162110	183.64
								120.00

M = Manual Check, V = Void Check

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 11036:								
11037	11/19	11/14/2019	4910	103731101	Nestor Chavez	Refund Deposit Balance	5121130	146.98
Total 11037:								
Total 11036:								
11038	11/19	11/14/2019	4020	ME125394	ODOT Fuel Sales	command vehicle fuel	0540562420	127.45
11038	11/19	11/14/2019	4020	ME125394	ODOT Fuel Sales	Ambulance Fuel	0540562420	123.94
11038	11/19	11/14/2019	4020	ME125394	ODOT Fuel Sales	Fire Engine Fuel	0540562420	246.32
11038	11/19	11/14/2019	4020	ME125394	ODOT Fuel Sales	Fire Engine Fuel	0540562420	66.64
11038	11/19	11/14/2019	4020	ME125394	ODOT Fuel Sales	PW Truck fuel	2140562530	202.11
11038	11/19	11/14/2019	4020	ME125394	ODOT Fuel Sales	PW Dodge Fuel	2140562530	213.24
11038	11/19	11/14/2019	4020	ME125394	ODOT Fuel Sales	Dump Truck	5140562200	412.79
11038	11/19	11/14/2019	4020	ME125394	ODOT Fuel Sales	New Dodge Fuel	5140562200	121.14
11038	11/19	11/14/2019	4020	ME125394	ODOT Fuel Sales	New Dodge Fuel	5140562200	30.29
Total 11038:								
11039	11/19	11/14/2019	*4070	9100332	One Call Concepts Inc	Regular Tickets	5140562110	1,543.92
Total 11039:								
Total 11040:								
11040	11/19	11/14/2019	4110	20174	Oregon Dept of Forestry	Fire Protection	0140362870	19.72
11040	11/19	11/14/2019	4110	20174	Oregon Dept of Forestry	Fire Protection	3140562870	60.73
11040	11/19	11/14/2019	4110	20174	Oregon Dept of Forestry	Fire Protection	5140562870	26.06
Total 11040:								
11041	11/19	11/14/2019	6780	5057978467	Ricoh USA Inc	Copies	0140162110	106.51
Total 11041:								
11042	11/19	11/14/2019	7099	0002473-IN	Remtec Inc	George Hub Improvement	0740562114	53,934.82
Total 11042:								
11043	11/19	11/14/2019	5510	7301587497	Staples Contract & Commercial Inc	Office Supplies	0140162010	57.70

M = Manual Check, V = Void Check

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 11043:								
11044	11/19	11/14/2019	6834	111419	Steve Anderson	PCT & George Bike	0840562114	57.70
Total 11044:								
11045	11/19	11/14/2019	5960	INV020118	Traffic Safety Supply Co	arrow top delineator, hex base	0340562560	132.00
Total 11045:								
11046	11/19	11/14/2019	6080	397697970	US Bank	Equipment Finance	5140566001	970.13
11046	11/19	11/14/2019	6080	397697970	US Bank	equipment finance	5140566002	1,282.71
Total 11046:								
11047	11/19	11/14/2019	6210	054602	USA Bluebook	control cable 4 pole 15'	2140562560	10.90
Total 11047:								
11048	11/19	11/14/2019	7092	10834	Vankjian & Cleveland LLC	General Attorney's Fees	0140162100	1,293.61
Total 11048:								
11049	11/19	11/14/2019	4910	100030904	Wildlands Inc	Refund Deposit Balance	2121130	74.28
Total 11049:								
11050	11/19	11/14/2019	4910	100032800	Wilson Construction	Refund Deposit Balance	2121130	614.50
Total 11050:								
11051	11/19	11/14/2019	6690	11012019	Woosley, Kathy	banking Print It HRCR&A	0140162020	1,200.00
Total 11051:								
11052	11/19	11/14/2019	7040	601	Yates Line Construction Company	pole replacement	5140562770	614.50
Total 11052:								
								695.00
								695.00
								24.36
								24.36
								7,702.92
								7,702.92

City of Cascade Locks

Check Register - By Check No.

Check Issue Dates: 11/14/2019 - 11/14/2019

Page: 6
Nov 14, 2019 11:42AM

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
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Grand Totals:

107,571.35

M = Manual Check, V = Void Check

Summary by General Ledger Account Number

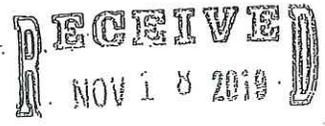
GL Account	Debit	Credit	Proof
01-21010	.00	9,665.66-	9,665.66-
01-401-62010	57.70	.00	57.70
01-401-62020	24.36	.00	24.36
01-401-62100	1,200.00	.00	1,200.00
01-401-62110	153.25	.00	153.25
01-402-62091	87.50	.00	87.50
01-403-62870	19.72	.00	19.72
01-404-62520	296.13	.00	296.13
01-408-62025	227.00	.00	227.00
01-419-62250	7,600.00	.00	7,600.00
03-21010	.00	3,719.13-	3,719.13-
03-405-62091	2,749.00	.00	2,749.00
03-405-62560	970.13	.00	970.13
05-21010	.00	864.35-	864.35-
05-405-62063	40.00	.00	40.00
05-405-62111	260.00	.00	260.00
05-405-62420	564.35	.00	564.35
07-21010	.00	53,934.82-	53,934.82-
07-405-62114	53,934.82	.00	53,934.82
08-21010	.00	1,370.64-	1,370.64-
08-405-62110	505.00	.00	505.00
08-405-62113	250.00	.00	250.00
08-405-62114	615.64	.00	615.64
21-21010	.00	7,458.55-	7,458.55-
21-21130	1,309.50	.00	1,309.50
21-405-62020	500.00	.00	500.00
21-405-62580	415.35	.00	415.35
21-405-62560	341.18	.00	341.18
21-415-62009	797.52	.00	797.52
21-415-62025	4,095.00	.00	4,095.00
31-21010	.00	8,914.48-	8,914.48-
31-405-62700	8,086.25	.00	8,086.25
31-405-62870	60.73	.00	60.73
31-415-62080	767.50	.00	767.50
51-21010	.00	15,776.72-	15,776.72-
51-21130	199.43	.00	199.43
51-405-62110	103.88	.00	103.88
51-405-62139	800.00	.00	800.00

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
51-405-62140	532.50	.00	532.50
51-405-62190	1,000.00	.00	1,000.00
51-405-62200	533.93	.00	533.93
51-405-62880	206.00	.00	206.00
51-405-62770	10,520.28	.00	10,520.28
51-405-62870	26.06	.00	26.06
51-405-66001	1,282.71	.00	1,282.71
51-405-66002	10.90	.00	10.90
51-406-62110	530.74	.00	530.74
51-406-62200	30.29	.00	30.29
58-21010	.00	5,867.00-	5,867.00-
58-431-63941	5,867.00	.00	5,867.00
Grand Totals:	107,571.35	107,571.35-	.00

Report Criteria:
 Report type: GL detail

5a.



City of Cascade Locks, Oregon

DATE AND TIME RECEIVED: _____

Application for City Boards, Commissions, Task Forces and Committees

(Check one below)

Budget Committee _____ Planning Commission _____ Tourism Committee Other _____

NAME: Cameron La Fleur HOME PHONE: _____

MAILING ADDRESS: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

Do you live within the city limits? Yes No _____

How long have you lived in the City? 18 mo.

1. Why are you interest in serving?

Having been welcomed and immersed in the community, I feel I have much to give back in assisting the community to thrive as well as bring abstract ideas brought to the table allowing for increased tourism and spending.

2. Do you feel that you can meet the schedule required by the City Council?

Yes, I feel that I can meet the schedule required by the City Council with ease.

3. What experiences have you had with City Committees, Boards, or Commissions?

I have had many experiences in working with City Committees, Boards as well as commissions in the form of renewable energy. Having a master's degree in Renewable Energy Engineering has allowed me to work with them in aspects of community alterations, city planning, and much more.

4. What special skills or interests do you think you bring to this effort?

My critical thinking, time management and communication attributes will greatly assist in my efforts to this committee. My youth as well as recent move from the city will also contribute to bringing in more ideas pertaining to young adults interested in exploring the heart of the Columbia Gorge.

APPLICANT SIGNATURE

DATE: 18 Nov 19

CASCADE LOCKS STAFF REPORT

Date Prepared: November 18, 2019

For City Council Meeting on: November 25, 2019

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: DEQ Demand Notice Decision.

SYNOPSIS: As you know we have been working for several years to upgrade our wastewater treatment plant in order to meet our NPDES permit. Since our plant cannot adequately meet those requirements, we had a Mutual Agreement and Order with DEQ to operate the plant with exceptions to the normal permit. The MAO was approved on January 21, 2014. An amendment was approved on August 21, 2015, that required the submittal of Plans and Specifications to DEQ by July 15, 2018. The facility improvements were required to be completed by December 1, 2019.

The problem with those dates was funding. The City held a one-stop meeting with State and Federal funders in January of 2018. A combination loan/grant package was proposed by DEQ and the USDA. The letter of conditions for the USDA funding was finally delivered to the City in August of 2019, 19 months after the initial application.

DEQ was aware of the search for funding which would allow us to meet the NPDES permit. The City should have applied for another amendment in July of 2018 to extend the deadlines and allow the City to continue to operate. DEQ finally asked for an amendment in February, 8 months after the deadline. Because we were late filling an amendment request, we were fined \$500 per month we were late - \$4,000 total.

I appealed the fine and was granted a hearing with a DEQ attorney. My argument was DEQ project managers were aware of the funding search every step of the way and understood the City's funding predicament. However, the Enforcement Division of DEQ is separate from the DEQ project managers. The two DEQ personnel departments do not communicate with each other. The Enforcement Division, after the appeal, decided to lower the fine to half of the original penalty - \$2,000.

CITY COUNCIL OPTIONS:

The City has the following options:



1. Pay the fine immediately.
2. Pay the fine on a monthly basis with a 9% per annum interest compounded.
3. Submit an application to conduct a Supplemental Environmental Project. In other words, the City could commit to fund \$2,000 to an independent and approved environmental improvement project, instead of paying DEQ.
4. Appeal the fine to an independent Administrative Law Judge (ALJ) where we could win, lose, or draw while paying the fees for the hearing and the legal representation before the ALJ.

DEQ did accept Amendment #2 in October of 2019 giving us until June of 2022 to complete the Wastewater Facilities Improvement Project which would allow us to operate in compliance with our NPDES permit.

RECOMMENDED MOTION: "I move to approve the Mutual Agreement and Final Order to pay to Oregon DEQ \$2,000 as a civil penalty for failure to amend a Mutual Agreement and Order allowing the City to operate the Wastewater Treatment Plant."





Oregon

Kate Brown, Governor

Department of Environmental Quality
Office of Compliance and Enforcement
700 NE Multnomah Street, Suite 600
Portland, OR 97232
(503) 229-5382
FAX (503) 229-5787
TTY 711

November 5, 2019.

City of Cascade Locks
Attn: Gordon Zimmerman, City Administrator
P.O. Box 308
Cascade Locks, OR 97014

Re: In the Matter of city of Cascade Locks
Penalty Demand Notice
Case No. WQ/ER-2019-019

Dear Mr. Zimmerman:

DEQ has considered the arguments for penalty mitigation made by the city of Cascade Locks in the referenced case. In determining a penalty, the DEQ must apply penalty determination procedures set in its administrative rules which determine the base penalty and other factors which raise or lower the final penalty. Upon reviewing the factors after our discussion, DEQ is able to offer to reduce the penalty from \$4,000 to \$2,000. This reduction is accomplished by reducing the number of violations penalized from eight to 4.

At this point, Cascade Locks may resolve this case by doing one of the following:

1. Pay the penalty in full or on a monthly payment plan. Payment schedules do include 9% interest (per Oregon statute) on the unpaid balance;
2. Submit an application to conduct a Supplemental Environmental Project. If the SEP is approved by the Department, part of the penalty can be applied toward the approved SEP. Further information on SEPs is available at

<http://www.oregon.gov/deq/Regulations/Pages/SEP.aspx>.

3. Choose to proceed to a contested case hearing before an Administrative Law Judge.

I have enclosed a Mutual Agreement and Order for Cascade Locks' review should it decide to pay the penalty in full.

Please let me know by December 6 how the city wishes to proceed by calling me at 503-229-5950.

Sincerely,

Jeff Bachman
Office of Compliance and Enforcement

City of Cascade Locks
Case No. WQ/M-ER-2019-076
Page 2

Enclosure

cc: Carl Nadler, Eastern Region, The Dalles Office, DEQ
Business Office, DEQ
John Koestler, WQ, HQ

1 6. Respondent releases and waives any and all claims of any kind, known or unknown,
2 past or future, against the State of Oregon or its agencies, instrumentalities, employees, officers, or
3 agents, arising out of the matters and events relating to the matter set out in the Notice and this
4 MAO. Any and all claims includes but is not limited to any claim under 42 USC § 1983 et seq.,
5 any claim under federal or state law for damages, declaratory, or equitable relief, and any claim for
6 attorney's fees or costs.

7 7. This MAO shall be binding on Respondent and its respective successors, agents, and
8 assigns. The undersigned representative of Respondent certifies that he or she is fully authorized to
9 execute and bind Respondent to this MAO.

10 8. Facsimile or scanned signatures on this MAO shall be treated the same as original
11 signatures.

12 II. FINAL ORDER

13 The Environmental Quality Commission hereby enters a final order: Imposing upon
14 Respondent a total civil penalty of \$2,000 for the violations alleged in the Notice, the full amount of
15 which is due upon execution of this MAO.

17 CITY OF CASCADE LOCKS

18 _____
19 Date

Signature

Name (print)

Title (print)

22 DEPARTMENT OF ENVIRONMENTAL QUALITY and
23 ENVIRONMENTAL QUALITY COMMISSION

24 _____
25 Date

26 _____
27 Kieran O'Donnell, Manager
Office of Compliance and Enforcement
on behalf of DEQ pursuant to OAR 340-012-0170
on behalf of the EQC pursuant to OAR 340-011-0505

Supplemental Environmental Projects

DEQ's Office of Compliance and Enforcement assesses civil penalties for environmental law violations. Violators sometimes may offset a portion of their monetary penalty by agreeing to pay for a supplemental environmental project. The project can represent up to 80 percent of the total penalty amount. These projects must improve Oregon's environment in some way, and are not available in all cases. DEQ must approve all projects.

To obtain an application for a supplemental environmental project, see **SEP Application** (</deq/FilterDocs/SEPApp.pdf>) or call DEQ's Office of Compliance and Enforcement, Portland, at 503-229-5340, or call toll-free in Oregon at 1-800-452-4011, x5340.

Qualifying for a supplemental environmental project

In order to qualify for a supplemental environmental project:

- The project must primarily benefit the environment or public health in Oregon.
- As much money must be spent on the project as is sought in the penalty reduction.
- The project cannot be an activity or result that is already required by law or set to become a future requirement.
- The portion of the project attributable to penalty reduction is not funded by government contracts, loans or grants.
- The project does not create a significant market or economic advantage for the violator.
- The project does not result in DEQ controlling the funds or implementing the project.
- If the violator is doing the project itself, the project must be commensurate with the violator's expertise and capabilities.
- The violator must provide a final report on the project.

For more information, see DEQ fact sheet, **Supplemental Environmental Projects: Frequent Questions** (</deq/FilterDocs/SEPfaq.pdf>)

Types of supplemental projects

Supplemental environmental projects can include activities that improve air quality, reduce hazardous waste, encourage more efficient use of resources, improve water quality, reduce or clean up solid waste, or aid in environmental emergency preparedness.

For a complete list of types of projects available and contacts for assistance, see DEQ's fact sheet **Supplemental Environmental Project Ideas and Contacts**. (</deq/FilterDocs/SEPIdeasContactsFS.pdf>)

Recent examples of supplemental projects

- The Clackamas County Service District No. 1, also known as the Boring Sewage Treatment Facility, contributed 80% of a \$3,900 penalty to the Clackamas County Soil and Water Conservation District (SWCD) for a streamside

restoration project in 2016. The project took place on a newly acquired small farm that bordered a tributary to the Clackamas River in Barton, Oregon. The streamside was overgrown with invasive weeds and had no deep rooted vegetation to stabilize the banks. In partnership with the SWCD and contributed SEP funds, weeds were removed to encourage natural regeneration of native plants and 1,000 bare root trees and shrubs were planted in two acres along the tributary. At maturity, the trees and shrubs will increase wildlife habitat connectivity, reduce sediment, nutrients, and contaminants from entering the stream, and provide canopy protection for cooler water temperatures for aquatic organisms.

- In 2016, ConAgra Foods Lamb Weston, Inc. contributed \$1,920 of a \$2,400 penalty to the Umatilla Electric Cooperative. The Cooperative used the funds to provide scholarships for 4th and 5th grade Boardman and Hermiston area students attend summer science camp which focused on water, the environment, and energy who otherwise were unable to afford to attend. The camp, Hydromania Summer Science Camp, included hands-on experiments and activities, field trips, and interaction with other students and science teachers.
- The Estate of Robert E. Hart contributed 80% of a \$11,200 penalty to NeighborImpact, the regional food bank for Central Oregon. NeighborImpact operated a food recovery program that picked up perishable food items from over a dozen stores in Bend and Redmond for distribution to a network of over 40 partner agencies to supply food for people in need. NeighborImpact's goal was to increase the amount of food recovered from stores from 84,000 pound per month at the start of December 2014 to 93,000 pounds per month after 16 months. At the close of their timeframe, they were able to pick up an average of 95,952 pounds of perishable food per month -- increasing food availability to residents in Central Oregon and reducing waste in local landfills.

The full internal management directive is available at "[Evaluating and Approving Supplemental Environmental Projects \(/deq/FilterDocs/SEPolicy.pdf\)](#)".

Help us improve! Was this page helpful? Yes No

Fact Sheet

Supplemental Environmental Project Ideas and Contacts



State of Oregon
Department of
Environmental
Quality

Office of
Compliance and
Enforcement
700 NE Multnomah St.
Suite 600
Portland, OR 97232
Phone: 503-229-5340
800-452-4011
Fax: 503-229-5100
www.oregon.gov/DEQ

*DEQ is a leader in
restoring, maintaining
and enhancing the
quality of Oregon's air,
land and water.*

Overview

Supplemental Environmental Projects fall under several broad categories, including pollution prevention, resource efficiency and environmental restoration and protection. This fact sheet lists possible project topics by category and includes relevant contacts. While this list is not exhaustive, it is useful as a general guide for penalty recipients considering conducting a SEP.

Pollution prevention

Air Quality

Woodstove change-out programs

A project can entail contributing funds to programs that provide financial assistance to low-income individuals or families to replace uncertified woodstoves with an EPA-certified woodstove, insert, pellet stove; or gas, oil or electrical systems. Some programs also provide no-interest loans or rebate programs for these upgrades.

Contacts

Eastern Oregon:

- Bend: Heidi Kennedy, City of Bend, 541-388-5580; hkennedy@ci.bend.or.us
- Burns: Bill Guindon, City of Burns, 541-573-5622
- Klamath County:
 - Jim Carey, Klamath County Environmental Health, 541-851-3736
 - Betty Riley, Executive Director, South Central Oregon Economic Development District, Klamath Falls, 541-884-5593 or betty@scoedd.org
- Lakeview: Roberta Vanderwall, Town of Lakeview, 541-947-4957 or townmanager@townoflakeview.org
- Oakridge: Louis Gomez, City of Oakridge, Louisgomez@ci.oakridge.or.us
- Pendleton: Klaus Hoehna, City of Pendleton, 541-966-0249 or Klaus.hoehna@ci.pendleton.or.us
- Prineville: Josh Smith, City of Prineville, 541-447-2367 or jsmith@cityofprineville.com
- Burns: Dauna Wensenk, City Manager, 541-573-5255 or dwensenk@ci.burns.or.us; (with possible funding connection to the Burns-Paiute Tribe members in the area or through Jason Fenton, jason.fenton@burnspaiute-nsn.gov)
- Hines: Judy Erwin, City Administrator, 541-573-2251 or administrator@ci.hines.or.us

Southwest Oregon:

- Jackson County: Chad Petersen, Jackson County Environmental Health, 541-774-8206
- Josephine County: Jenny Zeltvay, Josephine County Public Health, 541-474-5325, ext. 2228

Northwest Oregon:

- Community Action Team (serving Clatsop, Columbia and Tillamook counties): Jim Tierney, 503-397-3511
- Washington County: Tim Davis, Washington County Office of Community Development, 503-846-4434, tim_davis@co.washington.or.us

Updated: 7/30/2019
Kate Strohecker

Wood Smoke Reduction Efforts

Outreach, education, and non-woodstove replacement projects to help reduce wood smoke emissions in a community.

Projects less than \$5,000:

- Fund a clean, dry wood exchange program (Lakeview)
- Donate for or construct cord wood storage sheds to improve the seasoning of wood for older and low income residents of Lakeview to improve combustion of wood fuel to burn with fewer emissions (smoke). (Lakeview, Burns other small communities)
- Funding for burn/no burn and red-yellow-green signage to indicate air quality and burn/no burn days (could be a reader board or as sandwich boards) and a R-Y-G diagram and dial) (Lakeview).
- Funding to pay for local meteorological information and/or training to improve the ability of small towns to make informed wood stove advisory determinations.
- City of Prineville yard waste/wood waste collection event: funds the placement and removal, chipping of collected woody debris project within the City of Prineville.
- Funding for a seasonal billboard rental that informs the public contains wood stove and outdoor burning messages (how and when to burn or not burn (Klamath Falls, Lakeview, other communities in Oregon).
- Funding for public information campaigns concerning the proper use of wood stoves and when, what types of stoves can be used during the wood heating season. This could include inserts in mailers (water bills or other utility bills), materials and handouts at county fairs, seasonal markets, city or county offices and at related events within the involved community. Handouts could include magnets with woodstove/burn program information, stickers, or other items schools could give to students.
- Funding for school AQ program curriculum and project materials (Pendleton, Lakeview, Klamath Falls, other cities) and school woodstove/air quality advisory programs (following the EPA tool kit).
- Funding for Washington County residents to receive rebates or grants to replace their old or uncertified wood stove with a cleaner (lower emissions) heating device. Contact: Tim Davis, Washington County Office of Community Development, 503-846-4434, tim_davis@co.washington.or.us

Clean diesel retrofits

Contribute funds to a local school district to upgrade older school buses to clean diesel technology to significantly reduce diesel particulate emissions. School districts are now eligible to receive 70 percent matching funds from the state for school bus retrofits/replacements, further enhancing the value of a Supplemental Environmental Project. Contact your local school district's transportation department for more information.

Reducing spray paint air emissions

Sponsor an educational outreach workshop in Oregon to provide alternative techniques for applying spray coatings and information to painters that can lead to reduced overspray and consequent reductions in product use. Using less paint or coatings reduces air emissions and waste generation. Contact: Ken Grimm, Pollution Prevention Resource Center, Seattle, 206-352-2050

Public electrical vehicle chargers

Contribute funds to install electric vehicle charging stations for public use to help reduce air pollution from auto exhaust.

Contact: Zach Henkin at Drive Oregon, 503-724-8670

Hazardous waste

- Fund a community mercury exchange (mercury-containing thermometers) program or collection event. Contact your local municipality.
- Fund a household hazardous waste collection event. Contact your local municipality.
- Assist a local middle or high school recycle outdated laboratory chemicals. Contact your local school district.
- Fund an agricultural pesticide waste collection event.
 - Hood River, Wasco and Sherman counties: Tri-County Agricultural Pesticide Collections, David Skakel, 541-506-2632, davids@co.wasco.or.us
 - Clackamas County: Clackamas County Soil and Water Conservation District, 503-210-6000; www.conservationdistrict.org

Resource efficiency

These projects can serve schools, libraries, municipal buildings. Contact your local school district, library or municipality.

- Conduct an energy audit
- Purchase/install solar panels
- Purchase/install day lighting systems

Environmental restoration and protection

Water Quality

- **Stream-bank restoration projects:** These projects reduce erosion, provide shading and increase natural habitat. Identify projects by contacting local watershed councils, governments and other environmental nonprofit entities. See project partner list at end of this fact sheet.
- **Construct bioswales:** Build bioswales around parking lots and along roadways to collect and filter stormwater runoff.
- **Pringle Creek restoration, Salem:** Partner with the Jane Goodall Environmental Middle School, Salem, for restoration projects along Pringle Creek. Contact: Mike Weddle, Salem, 503-363-6983; mkweddle@comcast.net
- **Wamic Community Wastewater Irrigation Expansion:** This small Wasco County community needs to expand its wastewater irrigation system to protect groundwater and the community's drinking water well. Contact: Penni Delco, Wamic Sewer Authority, 541-298-3406.
- **Depaving parking lots and other impermeable surfaces for environmental improvement:** Removing pavement from paved areas and replacing with a rain garden can improve water quality by increasing on-site stormwater retention and infiltration. Contact: Eric Rosewall, 503-544-8837; eric@depave.org

Environmental Education

Partner with the Environmental Learning Center at Clackamas Community College to provide scholarships for a variety of environmental education programs enabling children from diverse backgrounds who might not otherwise be able to afford the programs, to benefit from enriching outdoor activities that only outdoor education can provide. The program is designed to develop children's awareness and understanding for nature and how we as humans interact and potentially impact the health of the environment. Camp provides fun, age-appropriate activities involving

wetland exploration, discovery of plants and animals living in this habitat, learning about watersheds and solar power, and becoming good stewards of the environment. All those in financial need are eligible for scholarship. Contact: Renee Harber, 503-594-3015, rharter@clackamas.edu

Materials management/waste tires

Abandoned garbage dump areas and tire piles on public lands: Clean up these sites to improve the environment. Contact your local municipality for more information.

Food Donation Programs: Provide funds to a nonprofit group that collects food from local businesses that would otherwise end up being deposited in a landfill and distributes the food to local needy families and individuals.

- Central Oregon:
Central Oregon Food Donation Program, Redmond.
Contact: Steve Murray, Neighbor Impact, 541-548-2380; stevem@neighborimpact.org
- Lane County:
FOOD for Lane County/Food Rescue Express.
Contact: Gretchen Bray, 541-343-2822; development@foodforlanecounty.org
- Josephine County:
Josephine County Food Bank.
Contact: Toni Drew, 541-479-5556; toni.drew@ucancap.org
- Jackson County:
ACCESS Food Recovery Program.
Contact: Philip Yates, 541-774-4320

Other project partners to consider

Numerous organizations in Oregon have environmental improvement projects needing funding assistance. A list of possible examples follows:

- AntFarm: Youth and community sustainability education and projects;
Contact: Kiki Kruse, sustainability & community development manager, 503-668-9955;
www.antfarmyouthservices.com
- Beyond Toxics: Helping Oregon communities reduce toxics;
Contact: Lisa Arkin, executive director, 541-465-8860; larkin@beyondtoxics.org
- Calapooia Watershed Council
Contact: Bessie Joyce, executive director, 541-466-3493; www.calapooia.org
- Cape Arago Audubon Society: Community-based habitat restoration projects
Contact: Russ Namitz, 541-266-8714
- Clackamas Soil and Water Conservation District
Contact: Lisa Kilders, 503-210-6002
- Columbia Slough Watershed Council
Contact: Corrina Chase, executive director; 503-281-1132; www.columbiaslough.org/
- The Freshwater Trust
Contact: Mark McCollister, Habitat Restoration Director: mark@thefreshwatertrust.org
- Friends of Trees: Tree planting and nature restoration in Portland and Eugene/Springfield areas. Contact: Whitney Doer, program director, Portland, 503-467-2519;
www.friendsoftrees.org
- Grande Ronde Model Watershed Foundation (501c3): Stream restoration and fish enhancement projects in northeast Oregon's Grande Ronde River Basin.
Contact: Jeff Oveson; 541-663-0570; jeff@grmw.org

- Human Access Project:
Contact: Willie Levenson, 503-936-6920; willie@humanaccessproject.com
- Johnson Creek Watershed Council
Contact: Daniel Newberry, daniel@jcwc.org
- Long Tom Watershed Council (Eugene)
Contact: Clinton Begley, Executive Director, 541-654-8965 www.longtom.org
- Marys River Watershed Council
Contact: Holly Purpura, 541-758-7597; holly@mrwc.org
- National Fish and Wildlife Foundation
Contact: 503-417-8700, ext. 6008
- Network of Oregon Watershed Councils
Contact: www.oregonwatersheds.org
- North Santiam Watershed Council
Contact: Rebecca McCoun, 503-930-8202; council@northsantiam.org
- Oregon Association of Conservation Districts
Contact: www.oacd.org/
- Oregon Coast Community Action, Coos Bay
Contact: Patricia Gouvenia, 541-888-1514; pgouveia@orcca.us
- Rogue River Watershed Council
Contact: John Speece; 541-423-6184; jspeece@rogueriverwc.org
- Tualatin River Watershed Council
Contact: April Olbrich, Coordinator, 503-846-4810; trwc@trwc.org
- Sandy River Basin Watershed Council
Contact: Steve Wise, Executive Director, 503-622-9134, sandyriver.org
- SOLV: Litter removal and site restoration (For current SOLV projects, see www.solv.org)
Contact: Denise Smith, 503-844-9571, ext. 314; denise@solv.org
- South Santiam Watershed Council
Contact: Eric Andersen, 541-367-5564; www.sswc.org
- Yamhill Soil and Water Conservation District
Contact: Marie Vicksta, 503-472-1474 ext. 108
- The Wetlands Conservancy
Contact: Esther Lev, 503-227-0778
- Zero Waste Alliance: Works with organizations to increase sustainability and reduce waste. Contact: www.zerowaste.org

For more information

DEQ Office of Compliance and Enforcement, Portland, 503-229-5340.

Alternative formats

Documents can be provided upon request in an alternate format for individuals with disabilities or in a language other than English for people with limited English skills. To request a document in another format or language, call DEQ in Portland at 503-229-5696, or toll-free in Oregon at 1-800-452-4011, ext. 5696; or email deqinfo@deq.state.or.us

BEFORE THE ENVIRONMENTAL QUALITY COMMISSION
OF THE STATE OF OREGON

IN THE MATTER OF:
CITY OF CASCADE LOCKS
Permittee.

AMENDMENT NO. 2
MUTUAL AGREEMENT AND
ORDER NO. WQ/M-ER-13-163

WHEREAS:

1. On January 21, 2014, the Department of Environmental Quality (DEQ) and Permittee entered into Mutual Agreement and Order (MAO) No. WQ/M-ER-13-163.
2. Paragraph 13 of MAO states: "The terms of this MAO may be amended by the mutual agreement of the Department and Permittee.
3. On August 21, 2015, the Department and Permittee agreed to amend the MAO and executed Amendment No. 1.
4. Paragraph 4.A.(4) of MAO Amendment No 1 required submittal of Plans and Specifications by no later than July 15, 2018.
5. Paragraph 4.A.(6) of MAO Amendment No. 1 required the Permittee to complete the upgrade to the wastewater collection and treatment facilities and comply with all NPDES permit limitations and requirements by no later than December 1, 2019.
6. The Permittee failed to submit Plans and Specifications by July 15, 2018. On April 4, 2019, the Permittee submitted a request to extend the Plans and Specifications compliance date and the project completion compliance date.

NOW THEREFORE, it is stipulated and agreed that the compliance order of the MAO should be amended as follows:

7. Paragraphs 4.A.(4) and 4.A.(6) of MAO Amendment No 1 are amended to read:

(4) By no later than October 16, 2020, the Permittee must submit Plans and Specifications necessary to upgrade the City's wastewater collection and treatment facilities to the Department for review and approval.



1 (6) By no later than June 17, 2022, the Permittee must complete the upgrade to
2 the wastewater collection and treatment facilities and comply with all NPDES permit limitations
3 and requirements.

PERMITTEE

4
5
6 10/23/2019
7 Date


Signature

Gordon Zimmerman
Name (print)

Cascade Locks City Manager
Title (print)

11
12 DEPARTMENT OF ENVIRONMENTAL QUALITY and
13 ENVIRONMENTAL QUALITY COMMISSION

14 10/23/2019
15 Date


Kieran O'Donnell, Manager

Office of Compliance and Enforcement
on behalf of DEQ pursuant to OAR 340-012-0170
on behalf of the EQC pursuant to OAR 340-011-0505

10/28/50

10/28/50

10/28/50

10/28/50

10/28/50

CASCADE LOCKS STAFF REPORT

Date Prepared:

For City Council Meeting on:

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Notice to Proceed Well #3, Water Facilities Improvement Project.

SYNOPSIS: The third and final phase of the Water Facilities Improvement Project is the development of a third well in our current well field on Herman Creek Lane. After the engineering and bid documents were approved by the USDA Rural Utility Services, we went out for bids.

Three bids were received:

Schneider Water Services	\$574,720
Crestline Construction	\$389,398
Jensen Drilling Co.	\$377,375

The engineering estimate was approximately \$310,000.

The Water Facilities Improvement Project has \$226,314 remaining in the contingency line item. The USDA does not want to commit all of the remaining contingency to the project. There proposal is to hold \$40,000 in contingency, and allowing the City to use \$186,314 for this project. This means the City must commit \$191,061 to complete the final project of the 20-year Master Water Plan.

The City has \$143,500 of System Development funds available.

The City also has \$240,000 in the Water Fund Capital Reserve and \$161,165 in the Water Fund Contingency Line item.

The purpose of the USDA requested \$40,000 contingency for this final project is to fund any construction cost overruns. If there are no or little cost overruns, that \$40,000 will be released to the City for the completion of the project. The exposure then to the City could be anywhere from \$151,061 to \$191,061.

The first question the Council must answer is do we want to complete all of the projects identified in the Water Master Plan?

If the Council chooses not to complete the well project at this time, all remaining funds in the Water System Improvement Project would be released back to the USDA, approximately \$330,000. (Part of that amount will cover the engineering and inspection of this final phase.)

If the Council chooses to complete the well project, the City will need to determine where the funding resources should come from.

	Available	Percent	Equal	Proportional	Ranked	Reserved	Split	Budget
SDC	\$ 143,500	26%	\$ 63,687	\$ 50,338	\$ 143,500	\$ -	\$ 95,531	\$ -
Reserve	\$ 240,000	44%	\$ 63,687	\$ 84,189	\$ 47,561	\$ 191,061	\$ -	\$ 95,531
Contingency	<u>\$ 161,165</u>	30%	<u>\$ 63,687</u>	<u>\$ 56,534</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 95,531</u>	<u>\$ 95,531</u>
	\$ 544,665		\$ 191,061	\$ 191,061	\$ 191,061	\$ 191,061	\$ 191,061	\$ 191,061

CITY COUNCIL OPTIONS:

1. Do not develop Well #3 and end the Water System Improvement Project.
2. Complete the Water System Improvement Project through a combination of funding resources.

RECOMMENDED MOTION: "I move to approve the engineer's recommendations for Well #3 and authorize the City Administrator to sign the documents relating to this project. The funding resources for this project are from SDC funds of \$ _____, from Water Capital Reserve funds of \$ _____, and/or Water Fund Contingency fund of \$ _____."

November 15, 2019

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

Reference: Well No. 3 Project

Dear Sirs:

Tennessee Engineering Corporation, having been retained and directed by the City, has proceeded with the contract document preparation, advertisement, and bid opening for the Well No. 3 Project. This project involves development of a 1000 gallon per minute ground water well including well, submersible pump and motor, site piping and valves, meters and controls along with all restoration and appurtenances necessary, located on Herman Creek Lane, adjacent to existing City Wells No. 1 and No. 2.

On November 7, 2019 at the City Hall offices, a total of three bids were received and opened for this project. These bids (tabulation attached) ranged in price from \$377,375.00 to \$574,720.00. The engineer's estimate for the project was approximately \$310,000. During review of the submitted bids, Tennessee Engineering Corporation found the following discrepancies, irregularities, and omissions:

- Schneider Water Services did not submit the First-Tier Subcontractor Disclosure form required to be submitted within 2-hours of the bid opening by the State of Oregon. **Due to the non-submittal of the First-Tier Subcontractor Disclosure form, the bid from Schneider Water Services must be considered non-responsive per ORS Chapter 279.**
- The bid from Schneider Water Services also included a math error that resulted in their extended cost for Bid Item #11 (Well Development) being \$9,600.00 rather than the \$4,800.00 that they wrote in. Per Paragraph 14.02.C and 19.07 of the Instructions to Bidders, this has been corrected and is reflected in their total Bid Amount of \$574,720.00.

Based upon the bids submitted and discussions with the City Administrator and Public Works staff, we as a group recommend that the City of Cascade Locks accept the low bid from Jensen Drilling Company of Eugene, Oregon, in the amount of \$377,375.00.

Jensen has been involved in the water well industry for over 50 years and has completed construction of numerous similar wells. Their personnel have decades of experience completing projects similar to that of the City's water well. Based upon the Qualification Form and

supporting information that they submitted, Jensen appears to have the capacity and ability to complete this project in a timely fashion.

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

1. Correct the math error and consider the bid from Schneider Water Services non-responsive.
2. Accept the bid from Jensen Drilling Company of Eugene, Oregon, in the amount of \$377,375.00 for the Well No. 3 Project, **CONDITIONED** upon review and concurrence by the funding agency, Rural Utilities Service.

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

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

Sincerely,

TENNESON ENGINEERING CORPORATION



Darrin O. Eckman, P.E.

DOE:kb
<wo#14020>

Enclosures

City of Cascade Locks

Well No. 3 Project

Bid Tabulation

November 7, 2019

CONTRACTOR	DESCRIPTION	QUANTITY	U/M	Jensen Drilling Co.		Crestline Construction Co.		Schneider Water Services	
				UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
	General Conditions and Restoration	1	LS	\$ 37,000.00	\$ 37,000.00	\$ 67,000.00	\$ 67,000.00	\$ 91,700.00	\$ 91,700.00
	Erosion and Sediment Control	1	LS	\$ 5,500.00	\$ 5,500.00	\$ 14,000.00	\$ 14,000.00	\$ 3,000.00	\$ 3,000.00
	Turbidity Reduction and Water Management	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 14,000.00	\$ 14,000.00	\$ 3,000.00	\$ 3,000.00
	Drill, F&P 20" Surface Seal	30	LF	\$ 475.00	\$ 14,250.00	\$ 472.00	\$ 14,160.00	\$ 1,800.00	\$ 54,000.00
	Drill, F&P 16" Casing	120	LF	\$ 270.00	\$ 32,400.00	\$ 246.00	\$ 29,520.00	\$ 600.00	\$ 72,000.00
	Cut and abandon drive shoe	1	LS	\$ 50.00	\$ 50.00	\$ 892.00	\$ 892.00	\$ 3,000.00	\$ 3,000.00
	F&P 16" SS Casing	1	LS	\$ 50.00	\$ 50.00	\$ 4,400.00	\$ 4,400.00	\$ 3,000.00	\$ 3,000.00
	F&P 16" SS Screen and Filter Pack	25	LF	\$ 425.00	\$ 10,625.00	\$ 586.00	\$ 14,650.00	\$ 600.00	\$ 15,000.00
	Casing Perforations	20	LF	\$ 525.00	\$ 10,500.00	\$ 824.00	\$ 16,480.00	\$ 600.00	\$ 12,000.00
	Well Development	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 3,000.00	\$ 3,000.00
	Plumbness & Alignment Tests and Video Inspection	24	HRS	\$ 525.00	\$ 12,600.00	\$ 604.00	\$ 14,496.00	\$ 400.00	\$ 9,600.00
	Well Disinfection	1	LS	\$ 4,700.00	\$ 4,700.00	\$ 4,400.00	\$ 4,400.00	\$ 4,000.00	\$ 4,000.00
	Constant Rate Pump Test	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 2,600.00	\$ 2,600.00	\$ 1,000.00	\$ 1,000.00
	F&P Permanent Pump, Pitless Adaptor, Etc.	12	HRS	\$ 525.00	\$ 6,300.00	\$ 1,200.00	\$ 14,400.00	\$ 400.00	\$ 4,800.00
	F&P Valve Vault and Control Valves	1	LS	\$ 45,000.00	\$ 45,000.00	\$ 61,000.00	\$ 61,000.00	\$ 85,000.00	\$ 85,000.00
	F&P Site Piping and Connect to Existing	1	LS	\$ 60,000.00	\$ 60,000.00	\$ 43,800.00	\$ 43,800.00	\$ 121,000.00	\$ 121,000.00
	F&P Electrical Conduit and Connect to Existing	1	LS	\$ 60,000.00	\$ 60,000.00	\$ 36,300.00	\$ 36,300.00	\$ 32,500.00	\$ 32,500.00
	Authorized Standby Time	8	HRS	\$ 38,000.00	\$ 304,000.00	\$ 21,000.00	\$ 168,000.00	\$ 55,000.00	\$ 440,000.00
	Pre-Authorized Hourly Work	8	HRS	\$ 525.00	\$ 4,200.00	\$ 432.00	\$ 3,456.00	\$ 75.00	\$ 600.00
				\$ 525.00	\$ 4,200.00	\$ 668.00	\$ 5,344.00	\$ 190.00	\$ 1,520.00
	TOTAL BID AMOUNT			\$	377,375.00	\$	389,398.00	\$	574,720.00

Gordon Zimmerman

From: Nichols, Ella - RD, Portland, OR <ella.nichols@usda.gov>
Sent: Friday, November 15, 2019 2:49 PM
To: Gordon Zimmerman
Cc: Nichols, Ella - RD, Portland, OR; Bentley, Charlotte - RD, Portland, OR; Beyer, Michael - RD, Portland, OR; Darrin Eckman
Subject: FW: Cascade Locks - (Phase 3 - Well Project) - Need Status Update

11-15-2019

Re: City of Cascade Locks
Project: Water Well (Phase 3)
Cost Overruns

Hello Gordon,

Since bids for the water well came in high, causing cost-overruns for the city, USDA feels that \$40,000 of contingency should be withheld for any unknowns during the construction, leaving \$186,314.32 of contingency that the city can use towards the water well project.

We will also need a notarized letter from the city stating that the cost-overruns and any additional unknown costs during the project will be the responsibility of the city to cover. You had mentioned on our call today that these changes will be taken to the City Council for a vote. Please provide minutes from that meeting with a record of the decision, the current city budget showing what accounts the funds will be coming from and the total amount the City is pledging to complete the project.

Once I have the exact numbers that this project will be, I will have to do an amendment to the LOC, showing the cost-overruns and the city's contribution towards the project.

Ella Nichols

Community Program State Specialist
Rural Development
United States Department of Agriculture
1220 SW 3rd Ave., Suite 1801, Portland, OR 97204
Office Phone: 503-414-3354 | Fax Phone: 855-824-6181
Email: ella.nichols@usda.gov

www.rd.usda.gov | www.rd.usda.gov/or

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CASCADE LOCKS STAFF REPORT

Date Prepared: November 19, 2019

For City Council Meeting on: November 25, 2019

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approve Memorandum of Agreement with Port and Museum

SYNOPSIS: For the past several years the City and the Port had an Intergovernmental Agreement to fund the operations of the Cascade Locks Museum. In essence the Port agreed to maintain the building and grounds around the museum while the City agreed to fund the utilities and to insure the collection.

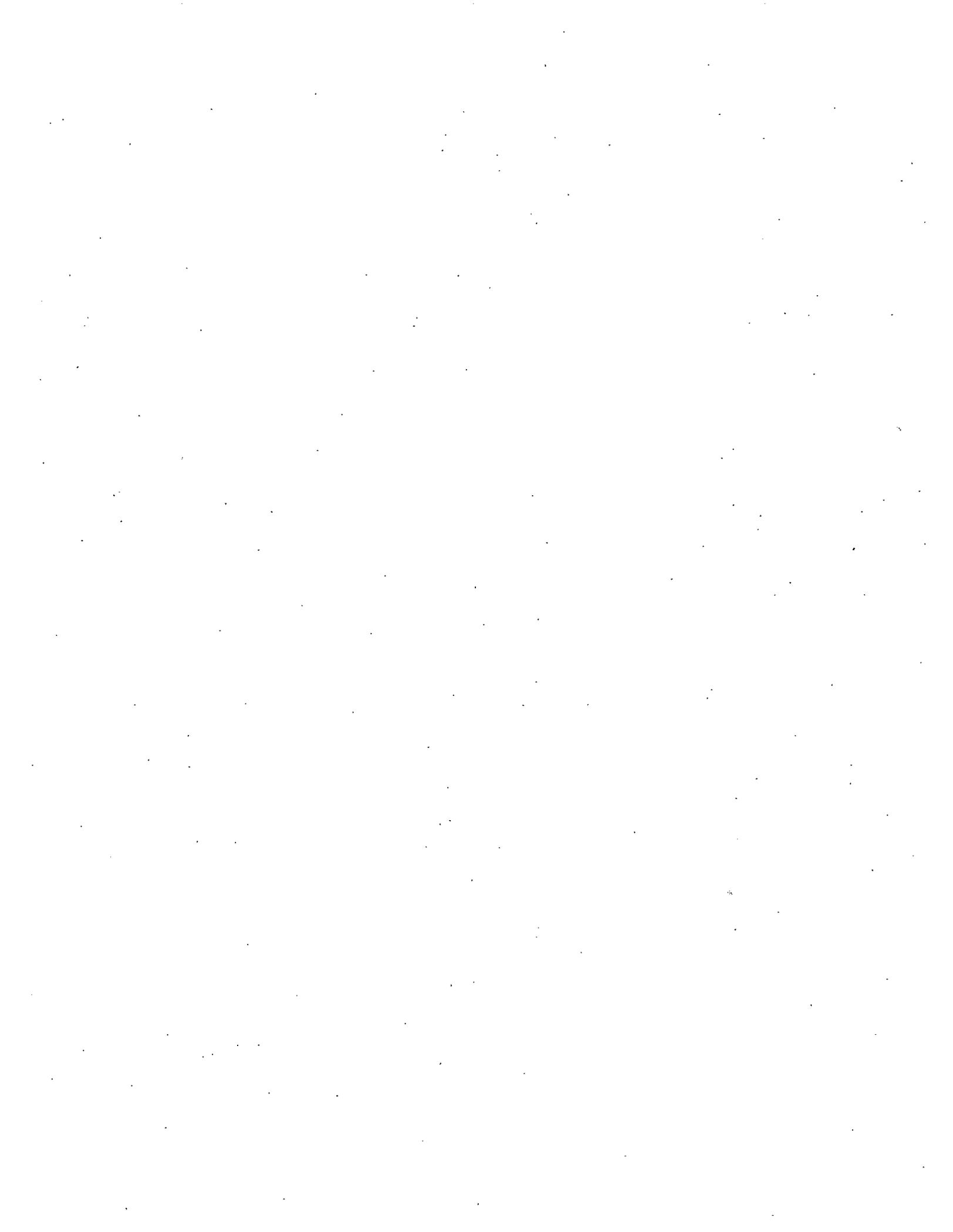
This has been an exciting year for the Museum. The Magical History Tour netted almost \$14,000 in fundraising for the operation of the museum. With the \$30,000 pledge from the City and the \$70,000 pledge from the Port as annual payments to the museum for a three-year period, the Museum has hired Janice Crane as the Executive Director and Brittany Churchwell as the collection specialists. They have only been on board for a month, but the energy, enthusiasm and plans for the museum are exciting.

But the previous IGA between the Port and the City was never signed by either party, although the Port and the City operated as if it was. This new agreement which is attached is now a Memorandum of Agreement between the Port, the City and the Museum. The bold faced, red words are changes from the previous IGA and the yellow highlighted words are changes included by our City Attorney, Ruben Cleaveland.

Once this has been approved by all parties, a final version will be printed and signed by the respective heads of each organization.

CITY COUNCIL OPTIONS: Approve, modify, or reject the proposed agreement.

RECOMMENDED MOTION: "I move to approve the Memorandum of Agreement between the City of Cascade Locks, the Port of Cascade Locks, and the Friends of the Cascade Locks Historical Museum."



MEMORANDUM OF AGREEMENT

Between the City of Cascade Locks, the Port of Cascade Locks,
and the Friends of the Cascade Locks Historical Museum
For Support of the Museum

Date: _____

Parties: City of Cascade Locks ("City")
140 SW WaNaPa Street
PO Box 308
Cascade Locks, OR 97014

Port of Cascade Locks ("Port")
355 NW **Portage Road**
PO Box 307
Cascade Locks, OR 97014

Friends of Cascade Locks Historical Museum ("Friends")
417 NW Portage Road
PO BOX 321
Cascade Locks, OR 97014

RECITALS

- A. The parties desire to enter into an agreement whereby each agrees to perform the functions outlined below for the purposes of operation of the Cascade Locks Historical Museum ("Museum") located in the Marine Park at **417 NW Portage Road**, Cascade Locks, Oregon, 97014.
- B. **Friends is a non-profit 501(c)3 corporation that oversees operation of the Museum.**
- C. The parties intend this agreement to support the operations of the Museum until the Museum is in a financial position to support itself through its own fund-raising efforts or until the operation of the Museum is terminated.
- D. **Friends recognizes that the Museum is one of the major economic development elements of the Community's Multifaceted Economic Development Plan.**
- E. **Friends also recognizes that working in relationship with the City and the Port is beneficial to include the Museum as an important part of tourism strategy along with the many other local amenities such as the Bridge of the Gods, Marine Park, Portland Spirit's Sternwheeler, the trails, and other recreation amenities.**
- F. This agreement will automatically renew every two years between the Port and the City beginning in July of **2021**, unless terminated according to the terms of this agreement.

Section 1. City's Responsibilities.

- A. City agrees to provide water, sewer, and electricity costs to support operation of the Museum.
- B. City agrees to insure the historical pieces in the Museum collection.
- C. City agrees that donations collected at the Museum shall be retained by the **Friends Board** for their directed use and application.
- D. **Payments from the City to support the Museum shall be made to Friends quarterly as authorized by the adopted budget and the City Council.**

Section 2. Port's Responsibilities.

- A. Port agrees that donations collected at the Museum shall be retained by the **Friends Board** for their directed use and application.
- B. Port agrees to pay all Museum building maintenance costs.
- C. Port agrees to provide insurance on the Museum building.
- D. **Port agrees to meet quarterly with Friends to review any work orders required or completed and to inspect the condition of the building and grounds.**
- E. **Port agrees to work with Friends to include any special Museum Tour (for a fee or free) as part of the Port's marketing program and in cooperation with special events held in Marine Park.**
- F. **Payments from the Port to support the Museum shall be made to Friends quarterly as authorized by the adopted budget and the Port Commission.**
- G. **The Port shall provide sufficient notice to the Friends of any work projects to be done inside the Museum.**

Section 3. Friends Responsibilities

- A. **Friends agrees to employ the appropriate staff within the funding levels provided by the City, the Port, and fundraising efforts.**
- B. **Friends agrees to work toward self-sufficiency and sustainability within the guidelines of this agreement.**
- C. **Friends agrees to work toward expansion of the Museum as outlined in the Cascade Locks Interpretive Center Project outline.**
- D. **Friends agrees to meet quarterly with the Port's General Manager to review any work orders required or completed and to inspect the condition of the building and grounds.**
- E. **Friends agrees to work with the Port to include any special Museum Tour (for a fee or free) as part of the Port's marketing program and in cooperation with special events held in Marine Park.**
- F. **Friends agrees to report quarterly to the City Council and the Port Commission about its efforts toward expansion and sustainability.**

Section 4. Effective Date, Term. This Agreement becomes **effective upon mutual execution by the parties**, and shall remain in effect until June 30, **2021**. It shall be automatically renewed for consecutive two-year periods **ending June 30 in odd numbered years**, unless terminated by any party upon a 60-day written notice to the other **parties prior to the end of the Port's or City's Fiscal Year.**

Section 5. Liability and Indemnification. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.2260 to 30.300, and the Oregon Constitution, City and Port agree to hold harmless, defend, and indemnify each other and Friends, including their respective officers, agents, and employees, against all claims, demands, actions and suits (including all attorney's fees and costs) arising from the performance of this agreement where the loss or claim is attributable to the negligent acts or omissions of City or Port. Friends agrees to hold harmless, defend, and indemnify City and Port, including their respective officers, agents, and employees, against all claims, demands, actions and suits (including all attorney's fees and costs) arising from the performance of this agreement where the loss or claim is attributable to the negligent acts or omissions of Friends. Each party shall give the other immediate written notice of any action or suit or any claim made against that party may result in litigation in any way related to this agreement.

Section 6. Insurance. Port and City agree to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement, at levels necessary to protect against public body liability as specified in ORS 30.270. This Agreement is expressly subject to the tort limits and provision of the Oregon Tort Claims Act (ORS 30.260 to 30.300). Friends agrees to maintain General Liability insurance with a combined single limit, or the equivalent, of not less than 2 million dollars for each occurrence, and 3 million dollars in the aggregate, for Bodily Injury and Property Damage.

Section 7. Compliance With Laws. **All parties agree** to comply with all local, State and Federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

Section 8. Attorney Fees. In the event of any action or proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, in addition to costs and disbursement, at arbitration, trial, and on appeal.

Section 9. Final Agreement; Modification. This writing is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. This Agreement may be modified only by a writing signed by **all** parties' duly authorized representatives.

Section 10. No Third Party Beneficiaries. The signatories to this Agreement are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such persons are individually identified by name herein.

CITY

PORT

By: _____

By: _____

Date: _____

Date: _____

FRIENDS OF THE CASCADE LOCKS HISTORIAL MUSEUM

By: _____

Date: _____

CASCADE LOCKS STAFF REPORT

Date Prepared: November 19, 2019

For City Council Meeting on: November 25, 2019

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approve Clean Water State Revolving Loan Fund Agreement.

SYNOPSIS: The City has been awarded \$1.1 million from the Oregon Business Development Department and \$4,456,600 from the US Department of Agriculture Rural Utilities Service for the replacement of wastewater collection lines and the wastewater treatment plant equipment, as well as process enhancements such as fine-screening, ultra-violet treatment, and a new sludge management process.

The USDA, however, only funds the improvements after they are completed. This requires the City to seek interim financing. For our Water Project the City contacted local financial institutions for the interim finance. We chose Cashmere Valley Bank at an interest rate of about 2.5%. For this Wastewater Facilities Improvement Plan we approached the State of Oregon Department of Environmental Quality for an interim loan. We have been approved for the loan at 0.79% with the repayment of the loan when the USDA pays after the project completion.

The attached resolution and loan agreement need to be approved in order to release the funding to do the project.

CITY COUNCIL OPTIONS: Approve, modify, or reject Resolution No. 1423.

RECOMMENDED MOTION: "I move to approve Resolution No. 1423 authorizing and approving a State revolving loan fund agreement to finance the Wastewater Treatment Facilities Improvement Project."



RESOLUTION NO. 1423

A RESOLUTION AUTHORIZING AND APPROVING OF
A STATE REVOLVING FUND LOAN AGREEMENT TO FINANCE
THE WASTEWATER TREATMENT FACILITIES IMPROVEMENT PROJECT

WHEREAS, the City Council of the City of Cascade Locks has entered into negotiations with the State of Oregon Department of Environmental Quality (DEQ) for a loan to the City from the State Revolving Fund in the approximate amount of \$4,456,600; and

WHEREAS, DEQ has provided the Clean Water State Revolving Fund Loan Agreement No. R21311; and

WHEREAS, The City Attorney and City Administrator are finalizing this agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cascade Locks:

SECTION 1. The City does authorize and approve the form of the SRF Loan Agreement for the financing of the Wastewater Facilities Improvement Project.

SECTION 2. The City will complete the conditions listed in Article 4.

SECTION 3. The City does authorize and direct the City Administrator of the City of Cascade Locks, acting for and on behalf of the City, to execute the final SRF Loan Agreement and such other and additional documents as may reasonably be required for the consummation and closing of the Loan and any amendments required thereafter.

ADOPTED by the City Council this 25th day of November, 2019.

APPROVED by the Mayor this 25th day of November, 2019.

Tom Cramblett, Mayor

ATTEST:

Kathy Woosley, City Recorder



CLEAN WATER STATE REVOLVING FUND
LOAN AGREEMENT
No. R21311

BETWEEN

THE STATE OF OREGON
ACTING BY AND THROUGH ITS
DEPARTMENT OF ENVIRONMENTAL QUALITY

AND

CITY OF CASCADE LOCKS

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THIS LOAN AGREEMENT is made and entered into as of the date it is fully executed by both parties (and in the case of the State, approved by the Attorney General's Office, if required) and is by and between the State of Oregon, acting by and through its Department of Environmental Quality ("DEQ"), and the Borrower (as defined below). Unless the context requires otherwise, capitalized terms not defined below shall have the meanings assigned to them by ARTICLE 9 of this Loan Agreement. The reference number for the Loan made pursuant to this Loan Agreement is Loan No. R21311.

DEQ agrees to make, and Borrower agrees to accept, the Loan on the terms and subject to the conditions set forth below.

ARTICLE 1: THE LOAN - SPECIFIC TERMS

DEQ agrees to make the Loan on the following terms and conditions:

(A) **BORROWER:** CITY OF CASCADE LOCKS

BORROWER'S ADDRESS: 140 SW WaNaPa Street
Cascade Locks OR 97014

(B) **LOAN AMOUNT:** \$4,456,600.

(D) **TYPE AND PURPOSE OF LOAN.** The Loan is a short term, alternative loan for the purpose of financing the Project, pursuant to OAR 340-054-0065(3).

(E) **PROJECT TITLE:** Wastewater System Upgrades.

(F) **DESCRIPTION OF THE PROJECT:** Inflow & Infiltration corrections including pipeline replacement and manhole repairs. Rehabilitation or repair of the existing collection system and improvements to the existing wastewater treatment facility. The proposed solution to address the identified deficiencies includes high priority collection system improvements, headworks improvements, sequencing batch reactor (SBR) improvements, flow control valve repair, ultraviolet (UV) light disinfection system improvements, an effluent pH adjustment system, and sludge management improvements

The Loan is to provide short-term, interim financing for this Project, and will be paid by the Borrower with the proceeds of long-term financing to be obtained from the United States Department of Agriculture, Rural Development ("RD").

(G) **INTEREST RATE:** Zero and 79 /100 percent (0.79%) per annum. Calculation of interest is also discussed in ARTICLE 2(E) and in ARTICLE 2(F)(4) of this Agreement.

(H) **REPAYMENT PERIOD:** The period commencing on the date of first disbursement hereunder and ending on August 31, 2021.

(I) **TERMS OF REPAYMENT:** Principal and interest will be paid as set forth in Appendix A; provided, however, that the Borrower shall make a mandatory prepayment of the Outstanding Loan Amount, together with all accrued unpaid interest, on the date of disbursement to the Borrower of the loan from the RD ("RD Loan").

(J) **PLEDGE:** The Borrower hereby irrevocably pledges and grants to DEQ a security interest in the proceeds of the RD Loan and all of its rights thereto to secure payment of and to pay the amounts due under this Loan Agreement. The proceeds of the RD Loan and all of its rights thereto so pledged and hereafter received by the Borrower shall immediately be subject to the lien of such pledge without physical delivery or further act, and the lien of the pledge shall be superior to all other claims and liens whatsoever, to the fullest extent permitted by ORS 287A.310. The Borrower represents and warrants that the pledge of the proceeds of the RD Loan and all of its rights thereto hereby made by the Borrower complies with, and shall be valid and binding from the date of this Agreement pursuant to, ORS 287A.310. The Borrower covenants with DEQ and any assignee of this Agreement that except as otherwise expressly provided herein, the Borrower shall not issue any other obligations which have a pledge or lien on the proceeds of the RD Loan or any of Borrower's rights thereto superior to or on a parity with the pledge herein granted without the written permission of DEQ. The Loan made by DEQ to the Borrower pursuant to this Loan Agreement is a parity obligation with all other CWSRF loans between DEQ and the Borrower; provided, however, that this provision shall not affect the priority that prior CWSRF loans are entitled to in relation to any loans between Borrower and any third parties.

ARTICLE 2: GENERAL LOAN PROVISIONS

(A) **AGREEMENT OF DEQ TO LOAN.** DEQ agrees to loan the Borrower an amount not to exceed the Loan Amount, subject to the terms and conditions of this Loan Agreement, but solely from funds available to DEQ in the Water Pollution Control Revolving Fund for its Clean Water State Revolving Fund program. This Loan Agreement is given as evidence of a Loan to the Borrower made by DEQ pursuant to ORS Chapters 190, 286A, 287A, and 468, and OAR Chapter 340, all as amended from time to time, consistent with the express provisions hereof.

(B) **AVAILABILITY OF FUNDS.** DEQ's obligation to make the Loan described in this Agreement is subject to the availability of funds in the Water Pollution Control Revolving Fund for its CWSRF program, and DEQ shall have no liability to the Borrower or any other party if such funds are not available or are not available in amounts sufficient to fund the entire Loan described herein, as determined by DEQ in the reasonable exercise of its administrative discretion. Funds may not be available ahead of the estimated schedule of disbursements submitted by the Borrower, which is attached as Appendix B. This schedule may be revised from time to time by the parties without the necessity of an amendment by replacing the then current Appendix B with an updated Appendix B which is dated and signed by both parties.

(C) **DISBURSEMENT OF LOAN PROCEEDS.**

(1) **Project Account(s).** Loan proceeds (as and when disbursed by DEQ to the Borrower) shall be deposited in a Project account(s). The Borrower shall maintain Project account(s) as segregated account(s). Funds in the Project account(s) shall only be

used to pay for Project costs, and all earnings on the Project account(s) shall be credited to the account(s):

(2) Documentation of Expenditures. The Borrower shall provide DEQ with written evidence of materials and labor furnished to and performed upon the Project and such receipts for the payment of the same, releases, satisfactions and other signed statements and forms as DEQ may reasonably require. DEQ will disburse funds to pay Project costs only after the Borrower has provided documentation satisfactory to DEQ that such Project costs have been incurred and qualify for reimbursement hereunder.

(3) Adjustments and Corrections. DEQ may at any time review and audit requests for disbursement and make adjustments for, among other things, ineligible expenditures, mathematical errors, items not built or bought, unacceptable work and other discrepancies. Nothing in this Agreement requires DEQ to pay any amount for labor or materials unless DEQ is satisfied that the claim therefor is reasonable and that the Borrower actually expended and used such labor or materials in the Project. In addition, DEQ shall not be required to make any disbursement which would cause the total of all disbursements made hereunder (including the requested disbursement) to be greater than the total estimated cost of the work completed at the time of the disbursement, as determined by DEQ.

(4) Contract Retainage Disbursement. DEQ will not disburse Loan proceeds to cover contractor retainage unless the Borrower is disbursing retainage to an escrow account and provides proof of the deposit, or until the Borrower provides proof that it paid retained funds to the contractor.

(D) AGREEMENT OF BORROWER TO REPAY. The Borrower agrees to repay all amounts owed on this Loan as described in ARTICLE 1(I) and ARTICLE 2(F) in U.S. Dollars in immediately available funds at the place listed for DEQ in ARTICLE 10(A). In any case, the Borrower agrees to repay all amounts owed on this Loan within the Repayment Period.

(E) INTEREST. Interest will accrue at the rate specified in ARTICLE 1(G) from the date that a disbursement hereunder is mailed or delivered to the Borrower or deposited into an account of the Borrower. Interest will accrue using a 365/366 day year and actual days elapsed until the Final Loan Amount is determined and the final repayment schedule is prepared and thereafter on a 360-day year basis and actual days elapsed.

(F) LOAN REPAYMENT.

(1) Repayment. The Borrower agrees to repay the Loan in accordance with the terms of this Loan Agreement.

(2) Crediting of Payments. A payment will be applied first to fees due, if any, and then to interest, and then to principal.

(3) Final Payment. The Outstanding Loan Amount, all accrued and unpaid interest, and all unpaid fees and charges due hereunder are due and payable on the date specified in ARTICLE 1(I).

(G) PREPAYMENT.

(1) Optional Prepayment. The Borrower may prepay any amount owed on this Loan without penalty on any business day upon 24 hours prior written notice. Any prepayment made hereunder will be applied in accordance with ARTICLE 2(F)(2).

(2) Mandatory Prepayment. The Borrower shall make a mandatory prepayment of the Outstanding Loan Amount, together with all accrued unpaid interest, on the date of disbursement to the Borrower of the RD Loan. If the Borrower obtains an additional grant or loan that is intended to finance the portion of the Project financed by this Loan, it will prepay the portion of the Loan being refinanced by the additional grant or loan.

(3) Ineligible Uses of the Project. If the Borrower uses the Project for uses that are other than those described in ARTICLE 1(F) ("ineligible uses"), the Borrower shall, upon demand by DEQ, prepay an amount equal to the Outstanding Loan Amount multiplied by the percentage (as determined by DEQ) of ineligible use of the Project. Such prepayment shall be applied against the most remotely maturing principal installments and shall not postpone the due date of any payment(s) hereunder.

(H) LATE PAYMENT FEE. The Borrower agrees to pay immediately upon DEQ's demand a late fee equal to five percent (5%) of any payment (including any loan fee) that is not received by DEQ on or before the tenth (10th) calendar day after such payment is due hereunder.

(I) TERMINATION OF LOAN AGREEMENT. Upon performance by the Borrower of all of its obligations under this Loan Agreement, including payment in full of the Final Loan Amount, all accrued interest and all fees, charges and other amounts due hereunder, this Loan Agreement will terminate, and DEQ will release its interest in any collateral given as security under this Loan Agreement.

ARTICLE 3: GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS

(A) REPRESENTATIONS AND WARRANTIES OF THE BORROWER. The Borrower represents and warrants to DEQ that:

(1) It is a duly formed and existing public agency (as defined in ORS 468.423(2)) and has full corporate and other powers to enter into this Loan Agreement.

(2) This Agreement has been duly authorized and executed and delivered by an authorized officer of the Borrower and constitutes the legal, valid and binding obligation of the Borrower enforceable in accordance with its terms.

(3) All acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Agreement have existed, have happened, and have been performed in due time, form and manner as required by law.

(4) Neither the execution of this Loan Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with any of the terms and conditions of this Loan Agreement will violate any provision of law, or any order

of any court or other agency of government, or any agreement or other instrument to which the Borrower is now a party or by which the Borrower or any of its properties or assets is bound. Nor will this Loan Agreement be in conflict with, result in a breach of, or constitute a default under, any such agreement or other instrument, or, except as provided hereunder, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower.

(5) This Loan Agreement does not create any unconstitutional indebtedness. The Loan Amount together with all of the Borrower's other obligations does not, and will not, exceed any limits prescribed by the Constitution, any of the statutes of the State of Oregon, the Borrower's charter, or any other authority.

(6) The Project is a project which the Borrower may undertake pursuant to Oregon law and for which the Borrower is authorized by law to borrow money.

(7) The Borrower has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain the Facility and the Project, other than licenses and permits relating to the Facility or the Project which the Borrower expects to and shall receive in the ordinary course of business, to carry on its activities relating thereto, to execute and deliver this Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Agreement.

(8) The information contained herein which was provided by the Borrower is true and accurate in all respects, and there is no material adverse information relating to the Project or the Loan, known to the Borrower, that has not been disclosed in writing to DEQ.

(9) No litigation exists or has been threatened that would cast doubt on the enforceability of the Borrower's obligations under this Loan Agreement.

(10) The estimated Completion Date of the Project is August 31, 2021. The Borrower agrees to complete the Project by the estimated Completion Date.

(11) The estimated total Costs of the Project are \$5,556,600.

(12) The Borrower is in compliance with all laws, ordinances, and governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of the Borrower to conduct its activities or undertake or complete the Project or the condition (financial or otherwise) of the Borrower or the Project.

(B) **CONTINUING REPRESENTATIONS OF THE BORROWER.** The representations of the Borrower contained herein shall be true on the closing date for the Loan and at all times during the term of this Agreement.

(C) **REPRESENTATIONS AND WARRANTIES OF DEQ.** DEQ represents and warrants that the Director has power under ORS Chapter 468 and OAR Chapter 340, Division 54, to enter into the transactions contemplated by this Loan Agreement and to carry out DEQ's obligations thereunder and that the Director is authorized to execute and deliver this Loan Agreement and to make the Loan as contemplated hereby.

(D) **INTERIM LOAN.** The parties intend that the Loan made pursuant to this Loan Agreement be an interim loan. Notwithstanding any other provision in this Loan Agreement, DEQ is not obligated to provide long-term financing for this Project and is not obligated to refinance this Loan at the maturity date of the Loan.

ARTICLE 4: CONDITIONS TO LOAN

(A) **CONDITIONS TO CLOSING.** DEQ's obligations hereunder are subject to the condition that on or prior to December 31, 2019, the Borrower will duly execute and deliver to DEQ the following items, each in form and substance satisfactory to DEQ and its counsel:

- (1) this Agreement duly executed and delivered by an authorized officer of the Borrower;
- (2) a copy of the ordinance, order or resolution of the governing body of the Borrower authorizing the execution and delivery of this Agreement, certified by an authorized officer of the Borrower;
- (3) Certification Regarding Lobbying, substantially in the form of APPENDIX G, duly executed and delivered by an authorized officer of the Borrower;
- (4) an opinion of the legal counsel to the Borrower to the effect that:
 - (a) The Borrower has the power and authority to execute and deliver and perform its obligations under this Loan Agreement;
 - (b) This Loan Agreement has been duly executed and acknowledged where necessary by the Borrower's authorized representative(s), all required approvals have been obtained, and all other necessary actions have been taken, so that this Loan Agreement is valid, binding, and enforceable against the Borrower in accordance with its terms, except as such enforcement is affected by bankruptcy, insolvency, moratorium, or other laws affecting creditors rights generally;
 - (c) To such counsel's knowledge, this Loan Agreement does not violate any other agreement, statute, court order, or law to which the Borrower is a party or by which it or any of its property or assets is bound; and
 - (d) The Borrower has the authority to, and has taken all steps necessary to, secure long term financing for this Project from RD; and
- (5) evidence of a binding commitment on the part of RD to make the RD Loan to Borrower, including, but not limited to, a copy of a commitment letter or financial assistance award issued by RD to the Borrower and a copy of the Borrower's application (including all documentation submitted with said application) to RD for the RD Loan;

(6) A certification that Borrower completed a Fiscal Sustainability Plan on the date specified in the certificate, unless completion of the Fiscal Sustainability Plan is part of the Project, in which case Borrower must deliver its certification regarding completion of the Fiscal Sustainability Plan prior to final disbursement of the Loan;

(7) A certification that Borrower completed a Cost and Effectiveness analysis on the date specified in the certificate, unless completion of the Cost and Effectiveness analysis is part of the Project, in which case Borrower must deliver its certification regarding completion of the Cost and Effectiveness analysis prior to start of project construction; and

(8) such other documents, certificates, opinions and information as DEQ or its counsel may reasonably require.

(B) **CONDITIONS TO DISBURSEMENTS.** Notwithstanding anything in this Agreement to the contrary, DEQ shall have no obligation to make any disbursement to the Borrower under this Agreement unless:

(1) No Event of Default and no event, omission or failure of a condition which would constitute an Event of Default after notice or lapse of time or both has occurred and is continuing;

(2) All of the Borrower's representations and warranties in this Agreement are true and correct on the date of disbursement with the same effect as if made on such date;

(3) The Borrower submits a disbursement request to DEQ that complies with the requirements of ARTICLE 2(C); and

(4) The Borrower submits evidence, in form and substance satisfactory to DEQ, that RD has approved the disbursement request;

provided, however, DEQ shall be under no obligation to make any disbursement if:

(x) DEQ determines, in the reasonable exercise of its administrative discretion, there is insufficient money available in the SRF and CWSRF Program for the Project; or

(y) there has been a change in any applicable state or federal law, statute, rule or regulation so that the Project is no longer eligible for the Loan.

ARTICLE 5: COVENANTS OF BORROWER

(A) **GENERAL COVENANTS OF THE BORROWER.** Until the Loan is paid in full, the Borrower covenants with DEQ that:

(1) The Borrower shall use the Loan funds only for payment or reimbursement of the Costs of the Project in accordance with this Loan Agreement. The Borrower acknowledges and agrees that the Costs of the Project do NOT include any Lobbying costs or expenses incurred by Borrower or any person on behalf of Borrower and that Borrower will not request payment or reimbursement for Lobbying costs and expenses.

(2) If the Loan proceeds are insufficient to pay for the Costs of the Project in full, the Borrower shall pay from its own funds and without any right of reimbursement from DEQ all such Costs of the Project in excess of the Loan proceeds.

(3) The Borrower is and will be the owner of the Facility and the Project and shall defend them against the claims and demands of all other persons at any time claiming the same or any interest therein.

(4) The Borrower shall not sell, lease, transfer, or encumber or enter into any management agreement or special use agreement with respect to the Facility or any financial or fixed asset of the utility system that produces the Net Operating Revenues without DEQ's prior written approval, which approval may be withheld for any reason. Upon sale, transfer or encumbrance of the Facility or the Project, in whole or in part, to a private person or entity, this Loan shall be immediately due and payable in full.

(5) Concurrent with the execution and delivery of this Loan Agreement, or as soon thereafter as practicable, the Borrower shall take all steps necessary to cause the Project to be completed in a timely manner in accordance with all applicable DEQ requirements.

(6) The Borrower shall take no action that would adversely affect the eligibility of the Project as a CWSRF project or cause a violation of any Loan covenant in this Agreement.

(7) The Borrower shall undertake the Project, request disbursements under this Loan Agreement, and use the Loan proceeds in full compliance with all applicable laws and regulations of the State of Oregon, including but not limited to ORS Chapter 468 and Oregon Administrative Rules Sections 340-054-0005 to 340-054-0065, as they may be amended from time to time, and all applicable federal authorities and laws and regulations of the United States, including but not limited to Title VI of the Clean Water Act as amended by the Water Quality Act of 1987, Public Law 100-4, the federal cross-cutters listed at Appendix D, the equal employment opportunity provisions in Appendix F, and the regulations of the U.S. Environmental Protection Agency, all as they may be amended from time to time. The Borrower shall include in all contracts (unless exempt) with its prime contractor(s) the language set forth in Appendix F.

(8) The Borrower shall keep the Facility in good repair and working order at all times and operate the Facility in an efficient and economical manner. The Borrower shall provide the necessary resources for adequate operation, maintenance and replacement of the Project and retain sufficient personnel to operate the Facility.

(9) Interest paid on this Loan Agreement is *not* excludable from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"). However, DEQ may have funded this Loan with the proceeds of State bonds that bear interest that is excludable from gross income under Section 103(a) of the Code. Section 141 of the Code requires that the State not allow the proceeds of the State bonds to be used by private entities (including the federal government) in such a way that the State bonds would become "private activity bonds" as defined in Section 141 of the Code. To protect the State bonds the Borrower agrees that it shall not use the Loan

proceeds or lease, transfer or otherwise permit the use of the Project by any private person or entity in any way that that would cause this Loan Agreement or the State bonds to be treated as "private activity bonds" under Section 141 of the Code and the regulations promulgated under that Section of the Code..

(B) **INSURANCE.** At its own expense, the Borrower shall, during the term of this Agreement, procure and maintain insurance coverage (including, but not limited to, hazard, flood and general liability insurance) adequate to protect DEQ's interest and in such amounts and against such risks as are usually insurable in connection with similar projects and as is usually carried by entities operating similar facilities. The insurance shall be with an entity which is acceptable to DEQ. The Borrower shall provide evidence of such insurance to DEQ. Self insurance maintained pursuant to a recognized municipal program of self-insurance will satisfy this requirement.

(C) **INDEMNIFICATION.** *The Borrower shall, to the extent permitted by law and the Oregon Constitution, indemnify, save and hold the State, its officers, agents and employees harmless from and (subject to ORS Chapter 180) defend each of them against any and all claims, suits, actions, losses, damages, liabilities, cost and expenses of any nature whatsoever resulting from, arising out of or relating to the acts or omissions of the Borrower or its officers, employees, subcontractors or agents in regard to this Agreement or the Project.*

(D) **THE BORROWER'S FINANCIAL RECORDS; FINANCIAL REPORTING REQUIREMENTS.**

(1) **Financial Records.** The Borrower shall keep proper and complete books of record and account and maintain all fiscal records related to this Agreement, the Project, and the Facility in accordance with generally accepted accounting principles, generally accepted government accounting standards, the requirements of the Governmental Accounting Standards Board, and state minimum standards for audits of municipal corporations. The Borrower must maintain separate Project accounts in accordance with generally accepted government accounting standards promulgated by the Governmental Accounting Standards Board. The Borrower will permit DEQ and the Oregon Secretary of State and their representatives to inspect its properties, and all work done, labor performed and materials furnished in and about the Project, and DEQ, the Oregon Secretary of State and the federal government and their duly authorized representatives shall have access to the Borrower's fiscal records and other books, documents, papers, plans and writings that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts and take copies.

(2) **Record Retention Period.** The Borrower shall retain and keep accessible files and records relating to the Project for at least six (6) years (or such longer period as may be required by applicable law) after Project completion as determined by DEQ and financial files and records until all amounts due under this Loan Agreement are fully repaid, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

(3) **Audit.** Federal enabling legislation and applicable regulations require an audit of each CWSRF Loan. The Borrower agrees to provide to DEQ the following which DEQ agrees to accept as adequate to meet this federal audit requirement.

(a) As soon as possible, but in no event later than six (6) months following the Project Completion Date, a full and complete accounting of the Costs of the Project, including but not limited to documentation to support each cost element and a summary of the Costs of the Project and the sources of funding; and

(b) As soon as possible, but in no event later than nine (9) months after the end of each fiscal year, a copy of the Borrower's annual audit report, if requested.

(4) Single Audit Act Requirements. The CWSRF Program receives capitalization grants through the Catalog of Federal Domestic Assistance ("CFDA") No. 66.458: Capitalization Grants for State Revolving Funds and is subject to the regulations of the U.S. Environmental Protection Agency ("EPA"). Borrower is a sub-recipient. If Borrower expends \$500,000 or more of federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, Borrower shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Borrower expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Borrower shall have a single organization-wide audit conducted in accordance with the provisions of 2 C.F.R. Subtitle B, with guidance at 2 C.F.R. part 200. Copies of all audits must be submitted to DEQ within 30 days of completion. If Borrower expends less than \$500,000 in federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, Borrower is exempt from federal audit requirements for that year.

(E) **DBE GOOD FAITH EFFORT.** Pursuant to the good faith efforts described in APPENDIX C, the Borrower shall make a good faith effort to promote fair share awards to Minority Business Enterprises ("MBE"), Women's Business Enterprises ("WBE"), and Small Businesses in Rural Areas ("SBRA") on all contracts and subcontracts awarded as part of the Project. The Borrower agrees to include, in its contract(s) with its prime contractor(s), the following language, which must not be altered in any way:

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

The Borrower also agrees to include, in its contract(s) with its prime contractor(s), and shall cause each contract awarded by its prime contractor(s) to include language to the following effect (the exact language may vary):

(1) A prime contractor must pay its subcontractor(s) no more than 30 days from the prime contractor's receipt of payment from the Borrower.

(2) The Borrower must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor.

(3) If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must employ the Six Good Faith Efforts described in 40 C.F.R. 33.301 if soliciting a replacement subcontractor.

(4) A prime contractor must employ the Six Good Faith Efforts even if the prime contractor has achieved its Fair Share Objectives under Subpart D of 40 C.F.R. Part 33.

(F) **Contract Language.** The Borrower shall include in all contracts (unless exempt) with its prime contractor(s) the language set forth in APPENDIX F. Further, the Borrower agrees to fully comply with Subpart C of 2 C.F.R. 180 and Subpart C of 2 C.F.R. 1532 regarding debarment and suspension and agrees to include or cause to be included in any contract at any tier the requirement that a contractor comply with Subpart C of 2 C.F.R. 180 and Subpart C of 2 C.F.R. 1532 if the contract is expected to equal or exceed \$25,000.

(G) **PROJECT ASSURANCES.** Nothing in this Loan Agreement prohibits the Borrower from requiring more assurances, guarantees, indemnity or other contractual requirements from any party performing Project work.

**ARTICLE 6: REPRESENTATIONS, WARRANTIES, COVENANTS AND CONDITIONS RELATING TO
CONSTRUCTION PROJECTS ONLY**

**(A) THE BORROWER'S REPRESENTATION AND WARRANTY REGARDING COSTS
ALREADY INCURRED.**

(1) The Borrower represents and warrants to DEQ that, as of the date of this Loan Agreement, the Costs of the Project actually incurred by the Borrower for construction, do not exceed \$ -0-.

(2) The Borrower acknowledges that DEQ is relying upon the Borrower's representation regarding the amount of Costs of the Project incurred by the Borrower for construction prior to the date of this Loan Agreement as set forth in ARTICLE 6(A)(1) above to determine what portion of the Loan qualifies as a "refinancing" under the EPA's Clean Water State Revolving Fund regulations, 40 C.F.R. Part 35, that may be disbursed on a reimbursement basis.

(B) CONDITION TO DISBURSEMENTS. DEQ's obligation to make disbursements hereunder is further conditioned on the following:

(1) The Borrower's plans, specifications and related documents for the Project shall be reviewed and approved by DEQ, as required by OAR chapter 340, division 054.

(2) The Borrower has submitted documentation satisfactory to DEQ that the disbursement is for work that complies with plans, specifications, change orders and addenda approved by DEQ, in accordance with OAR chapter 340, division 054.

(3) The Borrower has submitted a copy of the awarded contract and bid documents (including a tabulation of all bids received) to DEQ for the portion of the Project costs that will be funded with the disbursement.

(C) GENERAL PROVISIONS. The Borrower covenants with DEQ that:

- (1) Construction Manual. Unless stated otherwise in this Agreement, the Borrower shall comply with the requirements set forth in the Manual as in effect from time to time. DEQ will provide the Borrower with a copy of the Manual upon request.
- (2) Plans and Specifications. The Borrower shall obtain DEQ's review and approval of the Borrower's plans, specifications, and related documents for the Project, as required by OAR chapter 340, division 054, prior to any disbursement of Loan proceeds hereunder.
- (3) Change Orders. The Borrower shall submit all change orders to DEQ. The Borrower shall not use any Loan proceeds to pay for costs of any change order that DEQ has not approved in writing. This ARTICLE 6(C)(3) shall not prevent the Borrower from using funds other than Loan proceeds to pay for a change order before DEQ approves it, but the Borrower bears the risk that DEQ will not approve the change order.
- (4) Inspections; Reports. The Borrower shall provide inspection reports during the construction of the Project as required by DEQ to ensure that the Project complies with approved plans and specifications. Qualified inspectors shall conduct these inspections under the direction of a registered civil, mechanical or electrical engineer, whichever is appropriate. DEQ or its representative(s) may enter property owned or controlled by the Borrower to conduct interim inspections and require progress reports sufficient to determine compliance with approved plans and specifications and with the Loan Agreement, as appropriate.
- (5) Asbestos and Other Hazardous Materials. The Borrower shall ensure that only persons trained and qualified for removal of asbestos or other Hazardous Materials will remove any asbestos or Hazardous Materials, respectively, which may be part of this Project.
- (6) Operation and Maintenance Manual. The Borrower shall submit to DEQ a draft Facility operation and maintenance manual before the Project is fifty percent (50%) complete. The Borrower shall submit to DEQ a final Facility operation and maintenance manual that meets DEQ's approval before the Project is ninety percent (90%) complete.
- (7) Project Performance Certification. The Borrower shall submit to DEQ draft performance standards before the Project is fifty percent (50%) complete. The Borrower shall submit to DEQ final performance standards that meet DEQ's approval before the Project is ninety percent (90%) complete. The Borrower shall submit to DEQ the following done in accordance with the Manual: (i) no later than 10.5 months after the Initiation of Operation (as that term is defined in OAR 340-054-0010(26)), a performance evaluation report based on the approved performance standards; (ii) within one year after the Project's Initiation of Operation, Project performance certification statement; and (iii) within two (2) months of submission of such Project performance certification statement, a corrective action plan for any Project deficiencies noted in said statement.
- (8) Alterations After Completion. The Borrower shall not materially alter the design or structural character of the Project after completing the Project without DEQ's written approval.

(9) Project Initiation of Operations.

(a) The Borrower shall notify DEQ of the Initiation of Operation no more than thirty (30) days after the actual Project Completion Date.

(b) If the Project is completed, or is completed except for minor items, and the Project is operable, but DEQ has not received a notice of Initiation of Operation from the Borrower, DEQ may assign an Initiation of Operation date.

(D) **PROVISION APPLICABLE TO CONTRACTS AND SUBCONTRACTS AWARDED FOR THE PROJECT**

(1) Davis-Bacon Requirements. All contracts and subcontracts awarded as part of the Project shall comply with (1) the wage requirements of the Davis-Bacon Act, as amended, 40 U.S.C. §§3141 to 3144, 3146 and 3147 (2002); and (2) the requirements of the *Prevailing Wage Rates for Public Works Projects in Oregon* established under ORS 279C.800 through 279C.870 and OAR 839-025-0000 through 839-025-0540. The Borrower agrees that it will insert into any contract in excess of \$2,000 for construction, and will cause its subcontractors to insert in any sub-contract in excess of \$2,000 for construction, the Davis-Bacon language set forth in Part 1 of APPENDIX E, and Part 2 of APPENDIX E as applicable.

(2) Retainage. The Borrower shall require a five percent (5%) retainage in all of its contracts related to the Project for an amount greater than One Hundred Thousand Dollars (\$100,000).

(E) **AMERICAN IRON AND STEEL**

The Borrower shall:

(1) Comply with all federal requirements applicable to the Loan (including those imposed by the Consolidated Appropriations Act, 2014, P.L. 113-76 ("CAA"), and related CWSRF Policy Guidelines) which the Borrower understands includes, among other requirements, that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Borrower has requested and obtained a waiver from the EPA pertaining to the Project or (ii) DEQ has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.

(2) Comply with all record keeping and reporting requirements under the Clean Water Act, 33 U.S.C. 1251 *et seq.* (1972) ("Clean Water Act"), including any reports required by a federal agency or DEQ such as performance indicators of program deliverables, information on costs and Project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default that results in a repayment of the Loan before its maturity or other remedial actions.

(3) Include in all contracts for the Project the language set forth in APPENDIX H. All contracts and subcontracts of Borrower for the Project must have a provision requiring compliance with the American Iron and Steel Requirement. APPENDIX H is an example provided by the EPA of what could be included in all contracts in projects that use CWSRF funds. Neither the EPA nor DEQ makes any claims regarding the legality of this clause with respect to state or local law.

ARTICLE 7: DISCLAIMERS BY DEQ; LIMITATION OF DEQ'S LIABILITY

(A) **DISCLAIMER OF ANY WARRANTY.** DEQ EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE PROJECT, THE QUALITY OF MATERIALS SUPPLIED TO AND THAT BECOME A PART OF THE PROJECT, THE QUALITY OF THE WORKMANSHIP PERFORMED UPON THE PROJECT, OR THE EXTENT AND STAGE OF COMPLETION OF THE PROJECT. No such warranty or guarantee shall be implied by virtue of any inspection or disbursement made by DEQ. Any inspection done by DEQ shall be for its sole benefit.

(B) **DISCLAIMER OF LIABILITY OF DEQ.** DEQ EXPRESSLY DISCLAIMS LIABILITY OF ANY KIND OR CHARACTER WHATSOEVER FOR PAYMENT OF LABOR OR MATERIALS OR OTHERWISE IN CONNECTION WITH THE COMPLETION OF THE PROJECT OR CONTRACTS ENTERED INTO BY THE BORROWER WITH THIRD PARTIES FOR THE COMPLETION OF THE PROJECT. All Project costs of labor, materials and construction, including any indirect costs, shall be the responsibility of and shall be paid by the Borrower.

(C) **NONLIABILITY OF STATE.**

(1) The State and its officers, agents and employees shall not be liable to the Borrower or to any other party for any death, injury, damage, or loss that may result to any person or property by or from any cause whatsoever, arising out of any defects in the plans, design drawings and specifications for the Project, any agreements or documents between the Borrower and third parties related to the Project or any activities related to the Project. DEQ shall not be responsible for verifying cost-effectiveness of the Project, doing cost comparisons or reviewing or monitoring compliance by the Borrower or any other party with state procurement laws and regulations.

(2) The Borrower hereby expressly releases and discharges DEQ, its officers, agents and employees from all liabilities, obligations and claims arising out of the Project work or under the Loan, subject only to exceptions previously agreed upon in writing by the parties.

(3) Any findings by DEQ concerning the Project and any inspections or analyses of the Project by DEQ are for determining eligibility for the Loan and disbursement of Loan proceeds only. Such findings do not constitute an endorsement of the feasibility of the Project or its components or an assurance of any kind for any other purpose.

(4) Review and approval of Facilities plans, design drawings and specifications or other documents by or for DEQ does not relieve the Borrower of its responsibility to properly plan, design, build and effectively operate and maintain the Facility as required by law, regulations, permits and good management practices.

ARTICLE 8: DEFAULT AND REMEDIES

(A) **EVENTS OF DEFAULT.** The occurrence of one or more of the following events constitutes an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) The Borrower fails to make any Loan payment within thirty (30) days after the payment is scheduled to be made according to the repayment schedule;

(2) Any representation or warranty made by the Borrower hereunder was untrue in any material respect as of the date it was made;

(3) The Borrower becomes insolvent or admits in writing an inability to pay its debts as they mature or applies for, consents to, or acquiesces in the appointment of a trustee or receiver for the Borrower or a substantial part of its property; or in the absence of such application, consent, or acquiescence, a trustee or receiver is appointed for the Borrower or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement or moratorium or any dissolution or liquidation proceeding is instituted by or against the Borrower and, if instituted against the Borrower, is consented to or acquiesced in by the Borrower or is not dismissed within twenty (20) days;

(4) As a result of any changes in the United States Constitution or the Oregon Constitution or as a result of any legislative, judicial, or administrative action, any part of this Loan Agreement becomes void, unenforceable or impossible to perform in accordance with the intent and purposes of the parties hereto or is declared unlawful;

(5) The Borrower defaults in the performance or observance of any covenants or agreements contained in any loan documents between itself and any lender or lenders, and the default remains uncured upon the expiration of any cure period provided by said loan documents; or

(6) The Borrower fails to cure non-compliance in any material respect with any other covenant, condition, or agreement of the Borrower hereunder, other than as set forth in (1) through (5) above within a period of thirty (30) days after DEQ provides notice of the noncompliance.

(B) **REMEDIES.** If DEQ determines that an Event of Default has occurred, DEQ may, without further notice:

(1) Declare the Outstanding Loan Amount plus any unpaid accrued interest, fees and any other amounts due hereunder immediately due and payable;

- (2) Cease making disbursement of Loan proceeds or make some disbursements of Loan proceeds and withhold or refuse to make other disbursements;
- (3) Appoint a receiver, at the Borrower's expense, to operate the Facility that produces the pledged revenues and collect the Gross Revenues
- (4) Set and collect utility rates and charges;
- (5) Pay, compromise or settle any liens on the Facility or the Project or pay other sums required to be paid by the Borrower in connection with the Project, at DEQ's discretion, using the Loan proceeds and such additional money as may be required. If DEQ pays any encumbrance, lien, claim, or demand, it shall be subrogated, to the extent of the amount of such payment, to all the rights, powers, privileges, and remedies of the holder of the encumbrance, lien, claim, or demand, as the case may be. Any such subrogation rights shall be additional cumulative security for the amounts due under this Loan Agreement;
- (6) Direct the State Treasurer to withhold any amounts otherwise due to the Borrower from the State of Oregon and, to the extent permitted by law, direct that such funds be applied to the amounts due DEQ under this Loan Agreement and be deposited into the SRF;
- (7) Pursue any other legal or equitable remedy it may have.

ARTICLE 9: DEFINITIONS

(A) "**BORROWER**" means the public agency (as defined in ORS 468.423(2)) shown as the "Borrower" in Article 1(A) of this Agreement.

(B) "**COMPLETION DATE**" means the date on which the Project is completed. If the Project is a planning project, the Completion Date is the date on which DEQ accepts the planning project. If the Project is a design project, the Completion Date is the date on which the design project is ready for the contractor bid process. If the Project is a construction project, the Completion Date is the date on which the construction project is substantially complete and ready for Initiation of Operation.

(C) "**COSTS OF THE PROJECT**" means expenditures approved by DEQ that are necessary to construct the Project in compliance with DEQ's requirements and may include but are not limited to the following items:

- (1) Cost of labor and materials and all costs the Borrower is required to pay under the terms of any contract for the design, acquisition, construction or installation of the Project;
- (2) Engineering fees for the design and construction of the Project.
- (3) The costs of surety bonds and insurance of all kinds that may be required or necessary during the course of completion of the Project;

(4) The legal, financing and administrative costs of obtaining the Loan and completing the Project; and

(5) Any other costs approved in writing by DEQ.

(D) "CWSRF PROGRAM" or "CWSRF" means the Clean Water State Revolving Fund Loan Program, a loan program administered by DEQ under ORS 468.423 to 468.440.

(E) "DEQ" means the Oregon Department of Environmental Quality.

(F) "DIRECTOR" means the Director of DEQ or the Director's authorized representative.

(G) "FACILITY" means all property owned or used by the Borrower to provide wastewater collection, treatment and disposal services, of which the Project is a part.

(H) "FINAL LOAN AMOUNT" means the total of all Loan proceeds disbursed to the Borrower under the Loan Agreement, determined on the date on which the Borrower indicates that no further Loan funds will be requested, all eligible expenditures have been reimbursed from the Loan proceeds, or all Loan proceeds have been disbursed hereunder, whichever occurs first.

(I) "HAZARDOUS MATERIALS" means and includes flammable explosives, radioactive materials, asbestos and substances defined as hazardous materials, hazardous substances or hazardous wastes in the Comprehensive Environmental Response, Compensation, and Liability Act, as amended by the Superfund Amendments and Reauthorization Act (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.) and the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), and regulations promulgated thereunder.

(J) "LOAN" means the loan made pursuant to this Loan Agreement.

(K) "LOAN AGREEMENT" or "AGREEMENT" means this loan agreement and its exhibits, appendices, schedules and attachments (which are by this reference incorporated herein), and any amendments thereto.

(L) "LOAN AMOUNT" means the maximum amount DEQ agrees to loan the Borrower hereunder.

(M) "LOBBYING" means influencing or attempting to influence a member, officer or employee of a governmental agency or legislature in connection with the awarding of a government contract, the making of a government grant or loan or the entering into of a cooperative agreement with such governmental entity or the extension, continuation, renewal, amendment or modification of any of the above.

(N) "MANUAL" means the CWSRF Manual for Construction Projects.

(O) "OUTSTANDING LOAN AMOUNT" means, as of any date, the sum of all disbursements to the Borrower hereunder less the sum of all Loan principal payments received by DEQ.

(P) "PROJECT" means the facilities, activities or documents described in ARTICLE 1(E) and (F).

(Q) "REPAYMENT PERIOD" means the repayment period ending on the date specified in ARTICLE 1(H) which date shall not be later than twenty (20) years after the Completion Date.

(R) "SRF" means the Water Pollution Control Revolving Fund established under ORS 468.427, also known as the State Revolving Fund.

(S) "STATE" means the State of Oregon.

ARTICLE 10: MISCELLANEOUS

(A) NOTICES. All notices, payments, statements, demands, requests, or other communications under this Loan Agreement by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered by personal delivery, by certified mail, return receipt requested, or by facsimile transmission, and, if to the Borrower, delivered, addressed or transmitted to the location or number listed in ARTICLE 1(B), and if to DEQ, delivered, addressed or transmitted to:

Clean Water State Revolving Fund Loan Program
Water Quality Division
Department of Environmental Quality
700 NE Multnomah Street, Suite 600
Portland, Oregon 97232
Fax (503) 229-6037

or to such other addresses or numbers as the parties may from time to time designate. Any notice or other communication so addressed and mailed shall be deemed to be given five (5) days after mailing. Any notice or other communication delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against DEQ, such facsimile transmission must be confirmed by telephone notice to DEQ's CWSRF Program Coordinator. Any notice or other communication by personal delivery shall be deemed to be given when actually delivered.

(B) WAIVERS AND RESERVATION OF RIGHTS.

(1) DEQ's waiver of any breach by the Borrower of any term, covenant or condition of this Loan Agreement shall not operate as a waiver of any subsequent breach of the same or breach of any other term, covenant, or condition of this Loan Agreement. DEQ may pursue any of its remedies hereunder concurrently or consecutively without being deemed to have waived its right to pursue any other remedy.

(2) Nothing in this Loan Agreement affects DEQ's right to take remedial action, including, but not limited to, administrative enforcement action and action for breach of contract against the Borrower, if the Borrower fails to carry out its obligations under this Loan Agreement.

(C) **TIME IS OF THE ESSENCE.** The Borrower agrees that time is of the essence under this Loan Agreement.

(D) **RELATIONSHIP OF PARTIES.** The parties agree and acknowledge that their relationship is that of independent contracting parties, and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Loan Agreement.

(E) **NO THIRD PARTY BENEFICIARIES.** DEQ and the Borrower are the only parties to this Loan Agreement and are the only parties entitled to enforce the terms of this Loan Agreement. Nothing in this Loan Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Loan Agreement. Any inspections, audits, reports or other assurances done or obtained, or approvals or consents given, by DEQ are for its benefit only for the purposes of administering this Loan and the CWSRF Program.

(F) **ASSIGNMENT.** DEQ shall have the right to transfer the Loan or any part thereof, or assign any or all of its rights under this Loan Agreement, at any time after execution of this Loan Agreement upon written notice to the Borrower. Provisions of this Loan Agreement shall inure to the benefit of DEQ's successors and assigns. This Loan Agreement or any interest therein may be assigned or transferred by the Borrower only with DEQ's prior written approval (which consent may be withheld for any reason), and any assignment or transfer by the Borrower in contravention of this ARTICLE 10(F) shall be null and void.

(G) **DEQ NOT REQUIRED TO ACT.** Nothing contained in this Loan Agreement requires DEQ to incur any expense or to take any action hereunder in regards to the Project.

(H) **FURTHER ASSURANCES.** The Borrower and DEQ agree to execute and deliver any written instruments necessary to carry out any agreement, term, condition or assurance in this Loan Agreement whenever a party makes a reasonable request to the other party for such instruments.

(I) **VALIDITY AND SEVERABILITY; SURVIVAL.** If any part, term, or provision of this Loan Agreement or of any other Loan document shall be held by a court of competent jurisdiction to be void, voidable, or unenforceable by either party, the validity of the remaining portions, terms and provisions shall not be affected, and all such remaining portions, terms and provisions shall remain in full force and effect. Any provision of this Agreement which by its nature or terms is intended to survive termination, including but not limited to ARTICLE 5(E), shall survive termination of this Agreement.

(J) **NO CONSTRUCTION AGAINST DRAFTER.** Both parties acknowledge that they are each represented by and have sought the advice of counsel in connection with this Loan Agreement and the transactions contemplated hereby and have read and understand the terms of this Loan Agreement. The terms of this Loan Agreement shall not be construed against either party as the drafter hereof.

(K) **HEADINGS.** All headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Loan Agreement.

(L) **ATTORNEYS' FEES AND EXPENSES.** In any action or suit to enforce any right or remedy under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, to the extent permitted by law. Reasonable attorney fees shall not exceed the rate charged to DEQ by its attorneys. Borrower shall, on demand, pay DEQ's reasonable expenses incurred by DEQ in the collection of Loan payments.

(M) **CHOICE OF LAW; DESIGNATION OF FORUM; FEDERAL FORUM.**

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

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

(3) Notwithstanding ARTICLE 10(M)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This ARTICLE 10(M)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This ARTICLE 10(M)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(N) **COUNTERPARTS.** This Loan Agreement may be executed in any number of counterparts, each of which is deemed to be an original, but all together constitute but one and the same instrument.

(O) **ENTIRE AGREEMENT; AMENDMENTS.** This Loan Agreement, including all appendices and attachments that are by this reference incorporated herein, constitutes the entire agreement between the Borrower and DEQ on the subject matter hereof, and it shall be binding on the parties thereto when executed by all the parties and when all approvals required to be obtained by DEQ have been obtained. This Loan Agreement, including all related Loan documents and instruments, may not be amended, changed, modified, or altered without the written consent of the parties.

CITY OF CASCADE LOCKS

By: _____ Date _____
Authorized Officer

Typed Name: _____

Title: _____

STATE OF OREGON ACTING BY AND THROUGH ITS
DEPARTMENT OF ENVIRONMENTAL QUALITY

By: _____ Date _____
Justin Green, Water Quality Division Administrator

APPENDIX A: ESTIMATED REPAYMENT SCHEDULE

----- PAYMENT -----

Due Date	Pmt#	Principal	Interest	Fees	Total	Principal Balance
4/1/2023	1	4,456,600	109,710	0	4,566,310	4,456,600 0
TOTALS		4,456,600	109,710	0	4,566,310	

APPENDIX B: ESTIMATED CWSRF LOAN DISBURSEMENT SCHEDULE

Loan funds are expected to be available based on the following Project schedule:

<u>Disb. Number</u>	<u>Disb. Amount</u>	<u>Disb. Date</u>
1	1,114,150	1/1/2020
2	1,114,150	2/1/2020
3	1,114,150	3/1/2020
4	1,114,150	4/1/2020

**APPENDIX C
DBE GOOD FAITH EFFORTS**

At a minimum the Borrower or its prime contractor must take six affirmative steps (which apply to any procurement of construction, supplies, equipment or services) to demonstrate good faith effort to utilize minority (MBE), women-owned (WBE) and small (SBE) businesses. The six steps are:

- 1) To include qualified small, minority and women's businesses on solicitation lists;
- 2) To assure that small, minority, women's businesses are solicited whenever they are potential sources;
- 3) To divide total requirements, whenever economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority or women's businesses;
- 4) To establish delivery schedules whenever the requirements of the work permit, which will encourage participation by small, minority and women's businesses;
- 5) To use the services and assistance of the Small Business Administration (<http://pro-net.sba.gov>) and the Office of Minority Business Enterprise of the U.S. Department of Commerce (<http://www.mbda.gov>) to identify appropriate small, minority and women businesses; and
- 6) To require subcontractors to take all of the affirmative action steps described above and set forth in 40 CFR 35.3145(d) in any contract awards or procurements.

The Borrower shall, and shall cause its contractors to, document compliance with the above requirements on forms found at Tab 6 of the Manual for Construction Projects.

Native American provisions 40 CFR, Section 33.304

If this agreement is for the benefit of Native Americans, the Borrower and its contractors, whether or not themselves Native American, must solicit and recruit Indian organizations and Indian-owned economic enterprises and give them preference in the award process **before** undertaking the six good faith efforts above. If the efforts to solicit and recruit Indian organizations and Indian-owned economic enterprises are unsuccessful, then the Borrower or its contractor, as the case may be, must then proceed to and follow the six good faith efforts.

Additional resources available to recipients and contractors include the following:

EPA Office of Small and Disadvantaged Business Utilization:

Phone: 206 – 553 – 2931

Web Site: <https://www.epa.gov/aboutepa/about-office-small-and-disadvantaged-business-utilization-osdbu>

Oregon Certification for Business Inclusion and Diversity

775 Summer Street N.E.

Salem, OR 97301-1280

Phone: 503 – 986 – 0123

Web Site: <http://www.oregon4biz.com/How-We-Can-Help/COBID/>

APPENDIX D: APPLICABLE FEDERAL AUTHORITIES AND LAWS ("CROSS-CUTTERS")

ENVIRONMENTAL LEGISLATION:

Archaeological and Historic Preservation Act of 1974, PL 93-291.
Clean Air Act, 42 U.S.C. 7506(c).
Coastal Barrier Resources Act, 16 U.S.C. 3501, et seq.
Coastal Zone Management Act of 1972, PL 92-583, as amended.
Endangered Species Act 16 U.S.C. 1531, et seq.
Executive Order 11593, Protection and Enhancement of the Cultural Environment.
Executive Order 11988, Floodplain Management.
Executive Order 11990, Protection of Wetlands.
Farmland Protection Policy Act, 7 U.S.C. 4201, et seq.
Fish and Wildlife Coordination Act, PL 85-624, as amended.
National Historic Preservation Act of 1966, PL 89-665, as amended.
Safe Drinking Water Act, Section 1424(e), PL 92-523; as amended.
Wild and Scenic Rivers Act, PL 90-542, as amended.
Federal Water Pollution Control Act Amendments of 1972, PL 92-500.
Migratory Bird Conservation Act, 16 U.S.C. 715, et seq.
Magnuson-Stevens Act – Essential Fish Habitat, 16 U.S.C. 1851, et seq.

ECONOMIC LEGISLATION:

Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended.
Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including
Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution
Control Act with Respect to Federal Contracts, Grants or Loans.

SOCIAL LEGISLATION:

The Age Discrimination Act of 1975, Pub. L. No. 94-135, 89 Stat. 713, 42 U.S.C. §6102 (1994).
Civil Rights Act of 1964, Pub. L. No. 88-352, 78 Stat. 252, 42 U.S.C. §2000d (1988).
Section 13 of PL 92-500; Prohibition against Sex Discrimination under the Federal Water Pollution
Control Act.
Rehabilitation Act of 1973; Pub. L. No. 93-1123, 87 Stat. 355, 29 U.S.C. §794 (1988), including
Executive Orders 11914 and 11250).
Executive Order 12898, Environmental Justice in Minority Populations
Exec. Order No. 11,246, 30 F.R. 12319 (1965), *as amended by* Exec. Order No. 11,375, 32 F.R.
14303 (1967), *reprinted in* 42 U.S.C. §2000e (1994), and its regulations at 41 C.F.R. §§60-1.1 to
60-999.1.

MISCELLANEOUS AUTHORITY:

Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 92-646.
Executive Order 12549 and 40 CFR Part 32, Debarment and Suspension.
Disclosure of Lobbying Activities, Section 1352, Title 31, U.S. Code.

APPENDIX E: DAVIS-BACON PROVISION

Part 1

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor; Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and

helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at

<http://www.dol.gov/esa/whd/forms/wh347instr.htm>¹ or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a

¹ The correct website address is as follows: <http://webapps.dol.gov/library/forms/FormsByNum.asp>

subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the

Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Part 2

Contract Provision for Contracts in Excess of \$100,000.

- (a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by

Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon the request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Oregon Department of Environmental Quality and the Department of Labor, and the contractor

or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.²

² The correct website address is as follows: <http://www.dol.gov/whd/america2.htm#oregon>

APPENDIX F
EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX G: CERTIFICATION REGARDING LOBBYING
(Contracts in Excess of \$100,000.00)

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

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

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

Signed _____

Title _____

Date _____

Recipient _____

APPENDIX H: AMERICAN IRON AND STEEL ("AIS") REQUIREMENT *

The Contractor acknowledges to and for the benefit of the City of Cascade Locks ("Purchaser") and the State of Oregon, acting by and through the Department of Environmental Quality (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

APPENDIX I

INFORMATION REQUIRED BY 2 C.F.R. SUBTITLE B
(WITH GUIDANCE AT 2 C.F.R. 200.331)

All or part of the financial assistance provided under this Agreement is a subaward(s) made under the federal award(s) described below.

1. Federal Award Identification:
2. Borrower Name (which must match the name associated with 3. Below):
3. Borrower's Unique Entity Identifier (i.e., DUNS number):
4. Federal Award Identification Number (FAIN):
5. Federal Award Date:
6. Period of Performance Start and End Date: From: To:
7. Total Amount of Federal Funds Obligated by this Agreement:
 - a. Total Amount of Federal Award:
 - (1) Federal Award Project Description:
 - (2) Name of Federal Awarding Agency:
 - (3) Contact Information for Awarding Official:
 - (4) Indirect Cost Rate:
 - (a) Catalogue of Federal Domestic Assistance (CFDA) Number and Name:
Amount:
 - (b) CFDA Number and Name:
Amount:
 - (c) CFDA Number and Name:
Amount:
 - b. Total Amount of Federal Award:
 - (1) Federal Award Project Description:
 - (2) Name of Federal Awarding Agency:
 - (3) Contact Information for Awarding Official:

(4) Indirect Cost Rate:

* An agreement may use terms other than "Contractor" and "Purchaser", and the terms "Contractor" and "Purchaser" above should be changed to conform to the terms used in that agreement.



CASCADE LOCKS STAFF REPORT

Date Prepared: November 19, 2019

For City Council Meeting on: November 25, 2019

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approve Purchase of Public Works Truck

SYNOPSIS: The Ford F-550 that the City has is a 2004 model that requires a transmission repair estimated at \$5,600.

Sheldon has searched for a new replacement that is available now because winter is coming and we do not have a truck to plow with. We have found two trucks that are smaller than the F-550 that are available with lower prices. We do not recommend these options because of the lower power and durability of those trucks.

The Public Works Crew recommends declaring that 2004 truck surplus and purchasing a 2019 F-550 fully equipped with a dump bed. This vehicle is available for immediate delivery at Northside Ford Truck Sales, Inc. in Portland. The City needs to have this truck available to plow the streets during the winter storms.

The list price of the truck and dump bed is \$76,274.40. Because we are purchasing this truck through the State contract, we are able to purchase it at a discounted price of \$67,575.48 including all fees.

The cost of this truck would be split between the water, sewer, and street departments at \$22,525.16 each. These funds have already been budgeted for this year.

CITY COUNCIL OPTIONS:

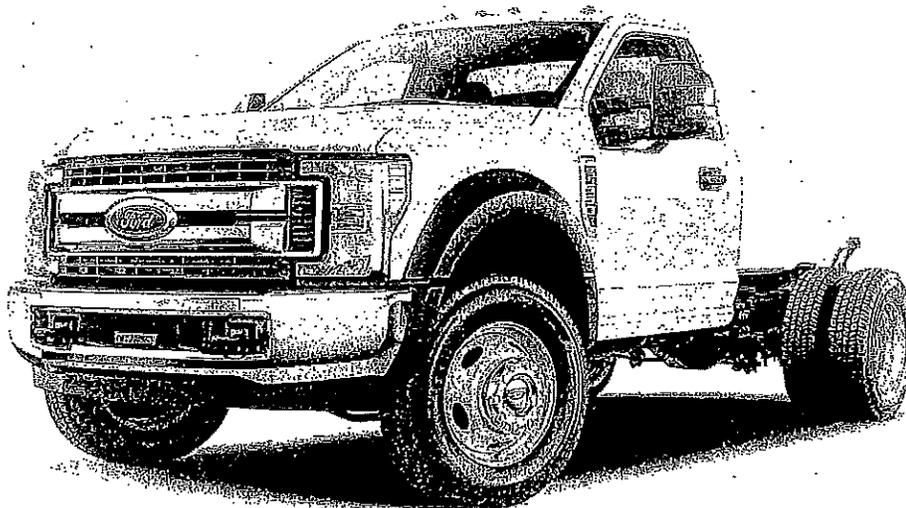
1. Approve this purchase under the State contract.
2. Continue searching for the equivalent.
3. Do not purchase a new truck at this time, but repair the old truck.

RECOMMENDED MOTION: "I move to approve the purchase of a new 2019 F-550 with dump bed from Northside Truck Sales for \$67,575.48 to be funded equally for the Capital Reserve Funds budgeted for this purpose."

Prepared for: Sheldon Price, City of Cascade Locks

2019 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

VIN: 1FDUF5HT7KDA03724 | Price Level: 950 | Stock No: 5860



Client Proposal

Prepared by:

SHARON TUCKER

Office: 503-282-7773

Quote JD: CscdL19F5H

Date: 11/14/2019



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd., Portland, Oregon, 972182995

Office: 503-282-7773

Prepared for: Sheldon Price

City of Cascade Locks

Prepared by: SHARON TUCKER

11/14/2019

Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |



972182995

2019 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 950 | Stock No: 5860 | VIN: 1FDUF5HT7KDA03724 | Quote ID: CscdL19F5H

As Configured Vehicle

Code	Description	MSRP	Invoice
Base Vehicle			
F5H	Base Vehicle Price (F5H)	\$42,210.00	\$40,099.00
Packages			
660A	Order Code 660A <i>Includes:</i> - Tires: 225/70Rx19.5G BSW A/P Optional spare is 225/70Rx19.5G BSW A/P. - Wheels: 19.5" Argent Painted Steel Includes manual locking hubs. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar.	N/C	N/C
Powertrain			
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 <i>Includes Diesel Exhaust Fluid (DEF) tank, Intelligent Oil-Life Monitor, manual push-button engine-exhaust braking and split-shaft calibration compatibility.</i> <i>Includes:</i> - Dual 78-AH 750 CCA Batteries - 220 Amp Extra Heavy Duty Alternator	\$9,010.00	\$8,199.00
44W	Transmission: TorqShift 6-Speed Automatic (6R140). Includes SelectShift.	N/C	N/C
X8L	Limited Slip w/4.88 Axle Ratio	\$360.00	\$328.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package <i>Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14, 706. Note: See Order Guide Supplemental Reference for further details on GVWR.</i>	\$1,155.00	\$1,051.00
Wheels & Tires			
TGJ	Tires: 225/70Rx19.5G BSW A/P Optional spare is 225/70Rx19.5G BSW A/P.	Included	Included
64Z	Wheels: 19.5" Argent Painted Steel <i>Includes manual locking hubs.</i>	Included	Included
Seats & Seat Trim			

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Sheldon Price

City of Cascade Locks

Prepared by: SHARON TUCKER

11/14/2019



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

2019 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 950 | Stock No: 5860 | VIN: 1FDF5HT7KDA03724 | Quote ID: CscdL19F5H

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included	Included
Other Options			
PAINT	Monotone Paint Application	STD	STD
169WB	169" Wheelbase	STD	STD
96V	XL Value Package <i>Includes:</i> - 4.2" Center-Stack Screen - Radio: AM/FM Stereo/MP3 Player <i>Includes 4 speakers.</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition with 911 Assist. 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.</i> - Chrome Front Bumper - Steering Wheel-Mounted Cruise Control	\$1,000.00	\$910.00
90L	Power Equipment Group <i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel.</i> <i>Includes:</i> - Accessory Delay - Advanced Security Pack <i>Includes SecurILock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> - Trailer Tow Mirrors w/Power Heated Glass <i>Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.</i> - MyKey <i>Includes owner controls feature.</i> - Power Front Side Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Power Locks - Remote Keyless Entry	\$915.00	\$832.00
213	4x4 Electronic-Shift-On-The-Fly (ESOF) <i>Includes manual-locking hubs and auto rotary control on instrument panel.</i>	\$185.00	\$169.00
41H	Engine Block Heater	\$100.00	\$91.00
98R	Operator Commanded Regeneration (OCR)	\$250.00	\$228.00
52B	Trailer Brake Controller <i>Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.</i>	\$270.00	\$246.00
872	Rear View Camera & Prep Kit <i>Upfitters kit includes camera with mounting bracket, 14' jumper wire and camera mounting and aiming instructions. Kit requires video display option to be added to unit. Reference order guide for additional information. Related option content: 872, 585 and 96V.</i>	\$415.00	\$377.00

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Prepared for: Sheldon Price

City of Cascade Locks

Prepared by: SHARON TUCKER

11/14/2019



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

2019 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 950 | Stock No: 5860 | VIN: 1FDUF5HT7KDA03724 | Quote ID: CscdL19F5H

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
	<i>Includes cab wiring, frame wiring to the rear most cross member and electrochromic mirror with video display. Video displayed in 4" display.</i>		
585	Radio: AM/FM Stereo/MP3 Player	Included	Included
	<i>Includes 4 speakers. Includes: - SYNC Communications & Entertainment System Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.</i>		

Fleet Options

525_	Steering Wheel-Mounted Cruise Control	Included	Included
942	Daytime Running Lamps (DRL) (LPO)	\$45.00	\$41.00
	<i>Requires valid FIN code. The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable.</i>		

Emissions

425	50-State Emissions System	STD	STD
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Interior Colors

AS_01	Medium Earth Gray	N/C	N/C
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Primary Colors

Z1_01	Oxford White	N/C	N/C
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Upfit Options

701451	Dump bed	\$18,764.40	\$18,764.40
	<i>Rugby 3-4 yd w/550 sub-hoist Pinle hitch 2 q 18x18x48" under body steel tool boxes Painted black and installed</i>		

SUBTOTAL		\$74,679.40	\$71,335.40
Destination Charge		\$1,595.00	\$1,595.00
TOTAL		\$76,274.40	\$72,930.40

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Sheldon Price

City of Cascade Locks

Prepared by: SHARON TUCKER

11/14/2019



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

2019 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 950 | Stock No: 5860 | VIN: 1FDUF5HT7KDA03724 | Quote ID: CscdL19F5H

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$42,210.00
Options & Colors	\$13,705.00
Upfitting	\$18,764.40
Destination Charge	\$1,595.00

Subtotal \$76,274.40

Pre-Tax Adjustments

Code	Description	
VCAF	As per state contract #5549.	\$0.00
Delivery	Delivery per contract \$2.25 per mile after 60.	\$0.00
Govt Disc	Government discount	-\$10,188.28
FromStock	For vehicles being quoted from dealer inventory.	\$750.00
Dealer Trade	Dealer trade cost	\$300.00

Subtotal \$67,136.12

Sales Taxes

Code	Description	
Oregon Tax	Oregon Privilege Tax	\$241.86

Oregon Privilege Tax for all new vehicles and any used vehicles with less than 7500 miles that have not previously been registered in Oregon.
Tax figured on chassis price before body.

Subtotal \$67,377.98

Post-Tax Adjustments

Code	Description	
LTD E-plate	License, title, doc (E-Plates)	\$197.50

Total \$67,575.48

Customer Signature

Acceptance Date



CASCADE LOCKS STAFF REPORT

Date Prepared: November 19, 2019

For City Council Meeting on: November 25, 2019

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Hood River Garbage Rate Review

SYNOPSIS: Please find attached the proposed rate increase for 2020 from Waste Connections' District Manager Jim Winterbottom.

CITY COUNCIL OPTIONS: Direct staff to bring back a resolution amending the Hood River Garbage collection rates, if a change is approved.

RECOMMENDED MOTION: Discussion only.



WASTE CONNECTIONS
Connect with the Future

Gordon Zimmerman
PO Box 308
140 SW Wanapa
Cascade Locks, Or. 97014

October 24, 2019

To: Mayor Cramblett, Council members
Re: Solid Waste proposed rates

Dear Mayor Cramblett and Council Members:

Hood River Garbage would like to respectfully request a rate adjustment averaging approximately 2.15% to help offset rising operational costs and tip fees. We request this adjustment to be effective January 1, 2020. Some examples of these increases include, but are not limited to, health care, truck and equipment repair, fuel, container expense.

We use The Consumer Price Index (CPI) for the Standard Metropolitan Statistical Area (West-C) to benchmark our changes in operational costs. The most recent July to July comparison increased 2.53% and we believe this is a good indicator of our overall experience. The Wasco County Landfill will be increasing both its gate rate and the pass-through Household Hazardous Waste tax by 2.15% effective January 1, 2020. We have incorporated these increases into the attached proposed rate schedule.

Individual rates change by different percentages based upon the disposal weight component of each rate.

We would like to be scheduled on the Commissions agenda at your earliest convenience to discuss our proposal. We appreciate the continued opportunity to provide the County of Hood River with high quality solid waste service.

Sincerely,

Jim Winterbottom
District Manager



Waste Connections of Oregon, Inc.
dba Hood River Garbage
Proposed City of Cascade Locks Rates
Effective January 1, 2020

SERVICE	CURRENT RATE	2.15%	2.15%	TOTAL INCREASE	NEW RATE
		TOTAL LF INCREASE	BUSINESS INCREASE		
RESIDENTIAL					
32 GALLON CAN					
Weekly					
- Curbside	\$16.94	\$0.08	\$0.29	\$0.36	\$17.30
- Carry out	\$22.63	\$0.08	\$0.41	\$0.49	\$23.12
* Each addl 25 ft	\$3.22	\$0.00	\$0.07	\$0.07	\$3.29
EOW					
- Curbside	\$13.33	\$0.05	\$0.24	\$0.29	\$13.62
- Carry out	\$18.15	\$0.05	\$0.34	\$0.39	\$18.54
* Each addl 25 ft	\$2.40	\$0.00	\$0.05	\$0.05	\$2.45
Monthly					
- Curbside	\$9.12	\$0.02	\$0.17	\$0.20	\$9.32
- Carry out	\$12.01	\$0.02	\$0.24	\$0.26	\$12.27
* Each addl 25 ft	\$1.44	\$0.00	\$0.03	\$0.03	\$1.47
MINI 20 GALLON CAN					
Weekly					
- Curbside	\$13.26	\$0.04	\$0.24	\$0.28	\$13.54
- Carry out	\$17.45	\$0.04	\$0.33	\$0.37	\$17.82
* Each addl 25 ft	\$3.22	\$0.00	\$0.07	\$0.07	\$3.29
EOW					
- Curbside	\$11.10	\$0.02	\$0.21	\$0.24	\$11.34
- Carry out	\$14.55	\$0.02	\$0.29	\$0.31	\$14.86
* Each addl 25 ft	\$2.65	\$0.00	\$0.06	\$0.06	\$2.71
SPECIAL CHARGES					
- Overweight/full	\$4.24	\$0.01	\$0.08	\$0.09	\$4.33
- Extra bag/box	\$4.24	\$0.01	\$0.08	\$0.09	\$4.33
- Washer/dryer/stove	\$12.28	\$0.00	\$0.26	\$0.26	\$12.54
- Water heater	\$12.28	\$0.00	\$0.26	\$0.26	\$12.54
- Sofa/chair	\$11.22	\$0.00	\$0.24	\$0.24	\$11.46
- Mattress	\$11.22	\$0.00	\$0.24	\$0.24	\$11.46
- Return trip	\$9.50	\$0.00	\$0.20	\$0.20	\$9.70
- Recycle bin replacement	\$21.43	\$0.00	\$0.46	\$0.46	\$21.89
- Account set up fee	\$6.08	\$0.00	\$0.13	\$0.13	\$6.21
- NSF	\$31.91	\$0.00	\$0.69	\$0.69	\$32.60
- Delinquent fee	\$13.83	\$0.00	\$0.30	\$0.30	\$14.13

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

Waste Connections of Oregon, Inc.
dba Hood River Garbage
Proposed City of Cascade Locks Rates
Effective January 1, 2020

SERVICE	CURRENT RATE	2.15%	2.15%	TOTAL INCREASE	NEW RATE
		TOTAL LF INCREASE	BUSINESS INCREASE		
COMMERCIAL:					
32 GALLON CAN					
Weekly					
- Curbside	\$16.94	\$0.08	\$0.29	\$0.36	\$17.30
- Carry out	\$22.67	\$0.08	\$0.41	\$0.49	\$23.16
* Each addl 25 ft	\$3.22	\$0.00	\$0.07	\$0.07	\$3.29
EOW					
- Curbside	\$13.33	\$0.05	\$0.24	\$0.29	\$13.62
- Carry out	\$18.15	\$0.05	\$0.34	\$0.39	\$18.54
* Each addl 25 ft	\$2.40	\$0.00	\$0.05	\$0.05	\$2.45
Monthly					
- Curbside	\$9.12	\$0.02	\$0.17	\$0.20	\$9.32
- Carry out	\$12.01	\$0.02	\$0.24	\$0.26	\$12.27
* Each addl 25 ft	\$1.44	\$0.00	\$0.03	\$0.03	\$1.47
SPECIAL CHARGES					
- Overweight/full	\$4.24	\$0.01	\$0.08	\$0.09	\$4.33
- Extra bag/box	\$4.24	\$0.01	\$0.08	\$0.09	\$4.33
- Washer/dryer/stove	\$12.28	\$0.00	\$0.26	\$0.26	\$12.54
- Water heater	\$12.28	\$0.00	\$0.26	\$0.26	\$12.54
- Sofa/chair	\$11.22	\$0.00	\$0.24	\$0.24	\$11.46
- Mattress	\$11.22	\$0.00	\$0.24	\$0.24	\$11.46
- White goods	\$12.28	\$0.00	\$0.26	\$0.26	\$12.54
- Return trip	\$9.50	\$0.00	\$0.20	\$0.20	\$9.70
- Lock charge	\$3.78	\$0.00	\$0.08	\$0.08	\$3.86
- Access charge	\$3.78	\$0.00	\$0.08	\$0.08	\$3.86
- Recycle bin replacement	\$21.43	\$0.00	\$0.46	\$0.46	\$21.89
- Account set up fee	\$6.08	\$0.00	\$0.13	\$0.13	\$6.21
- NSF	\$31.91	\$0.00	\$0.69	\$0.69	\$32.60
- Delinquent fee	\$13.83	\$0.00	\$0.30	\$0.30	\$14.13
- Non curb weekly	\$5.73	\$0.00	\$0.12	\$0.12	\$5.85
- Non curb monthly	\$2.89	\$0.00	\$0.06	\$0.06	\$2.95
1 - 1 1/2 Yd Containers					
- EOW	\$57.58	\$0.26	\$0.97	\$1.24	\$58.82
- 1XPW	\$102.91	\$0.53	\$1.68	\$2.21	\$105.12
- 2XPW	\$173.86	\$1.06	\$2.68	\$3.74	\$177.60
- 3XPW	\$241.88	\$1.59	\$3.61	\$5.20	\$247.08
2 - 1 1/2 Yd Containers					
- EOW					
- 1XPW	\$192.10	\$1.06	\$3.07	\$4.13	\$196.23
- 2XPW	\$384.23	\$2.11	\$6.14	\$8.26	\$392.49
- 3XPW	\$576.39	\$3.17	\$9.21	\$12.38	\$588.77

Waste Connections of Oregon, Inc.
dba Hood River Garbage
Proposed City of Cascade Locks Rates
Effective January 1, 2020

SERVICE	CURRENT RATE	2.15%	2.15%	TOTAL INCREASE	NEW RATE
		TOTAL LF INCREASE	BUSINESS INCREASE		
3 - 1 1/2 Yd Containers					
- EOW					
- 1XPW	\$281.29	\$1.59	\$4.46	\$6.04	\$287.33
- 2XPW	\$562.65	\$3.17	\$8.92	\$12.09	\$574.74
- 3XPW	\$843.88	\$4.76	\$13.37	\$18.13	\$862.01
4 - 1 1/2 Yd Containers					
- EOW					
- 1XPW	\$370.45	\$2.11	\$5.85	\$7.96	\$378.41
- 2XPW	\$741.03	\$4.23	\$11.69	\$15.92	\$756.95
- 3XPW	\$1,111.68	\$6.34	\$17.54	\$23.88	\$1,135.56
5 - 1 1/2 Yd Containers					
- 2XPW	\$869.62	\$5.29	\$13.40	\$18.68	\$888.30
- 3XPW	\$1,379.04	\$7.93	\$21.70	\$29.63	\$1,408.67
1 - 2 Yd Containers					
- EOW	\$76.75	\$0.35	\$1.30	\$1.65	\$78.40
- 1XPW	\$137.21	\$0.70	\$2.24	\$2.95	\$140.16
- 2XPW	\$231.84	\$1.41	\$3.57	\$4.98	\$236.82
- 3XPW	\$322.50	\$2.11	\$4.81	\$6.93	\$329.43
1 - 3 Yd Containers					
- EOW	\$115.05	\$0.53	\$1.94	\$2.47	\$117.52
- 1XPW	\$205.87	\$1.06	\$3.37	\$4.42	\$210.29
- 2XPW	\$347.71	\$2.11	\$5.36	\$7.47	\$355.18
- 3XPW	\$483.79	\$3.17	\$7.22	\$10.39	\$494.18
SPECIAL CHARGES					
- Delivery charge per cont	\$30.56	\$0.00	\$0.66	\$0.66	\$31.22
- Extra loose yard	\$15.95	\$0.08	\$0.26	\$0.34	\$16.29
- Return trip	\$10.28	\$0.00	\$0.22	\$0.22	\$10.50
- Access charge	\$10.28	\$0.00	\$0.22	\$0.22	\$10.50
- Roll out over 15 ft	\$3.78	\$0.00	\$0.08	\$0.08	\$3.86
- Roll out over 20 ft	\$6.09	\$0.00	\$0.13	\$0.13	\$6.22
- Off day pu	\$7.47	\$0.00	\$0.16	\$0.16	\$7.63
- Rent-a-Bin (1.5 yards)	\$66.31	\$0.12	\$1.30	\$1.42	\$67.73
- Rent-a-Bin (2 yards)	\$88.26	\$0.16	\$1.73	\$1.90	\$90.16
- On call container (1.5 yards)	\$32.74	\$0.12	\$0.58	\$0.70	\$33.44
- On call container (2 yards)	\$43.49	\$0.16	\$0.77	\$0.93	\$44.42
- Mileage 15 miles RT from LF	\$3.43	\$0.00	\$0.07	\$0.07	\$3.50
COMPACTORS					
- Swap	\$147.60	\$0.00	\$3.17	\$3.17	\$150.77
- CP extra ydg	\$23.05	\$0.41	\$0.08	\$0.50	\$23.55

Waste Connections of Oregon, Inc.
dba Hood River Garbage
Proposed City of Cascade Locks Rates
Effective January 1, 2020

SERVICE	CURRENT RATE	2.15%	2.15%	TOTAL INCREASE	NEW RATE
		TOTAL LF INCREASE	BUSINESS INCREASE		
DROP BOXES					
- Delivery (per trip)	\$69.26	\$0.00	\$1.49	\$1.49	\$70.75
- Moving fee (per trip)	\$69.26	\$0.00	\$1.49	\$1.49	\$70.75
- DB swap	\$131.47	\$0.00	\$2.83	\$2.83	\$134.30
- Compactor swap	\$142.20	\$0.00	\$3.06	\$3.06	\$145.26
- Excess weight (per trip)	\$70.93	\$0.00	\$1.52	\$1.52	\$72.45
- Ex miles (over 15 mi rt)	\$3.43	\$0.00	\$0.07	\$0.07	\$3.50
- Daily DM (over 96 hrs)	\$5.86	\$0.00	\$0.13	\$0.13	\$5.99
- Monthly DM (max)	\$137.81	\$0.00	\$2.96	\$2.96	\$140.77
- Special DB (per day) lid/screen/winch	\$5.06	\$0.00	\$0.11	\$0.11	\$5.17
- Special DB (per month max)	\$152.76	\$0.00	\$3.28	\$3.28	\$156.04
- Waiting time (per min)	\$1.77	\$0.00	\$0.04	\$0.04	\$1.81
- Overweight charge	\$70.93	\$0.00	\$1.52	\$1.52	\$72.45
TS tip fee per yard (loose)	\$15.94	\$0.15	\$0.19	\$0.34	\$16.28
TS tip fee per yard (compactd)	\$22.71	\$0.41	\$0.08	\$0.49	\$23.20
MISC EQUIP RENTAL PER HOUR					
- Rear loader	\$134.57	\$0.00	\$2.89	\$2.89	\$137.46
- Roll off	\$118.72	\$0.00	\$2.55	\$2.55	\$121.27
- Extra labor	\$31.04	\$0.00	\$0.67	\$0.67	\$31.71
- Labor OT	\$46.54	\$0.00	\$1.00	\$1.00	\$47.54

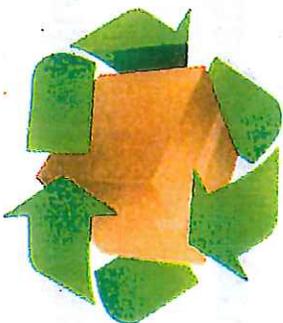
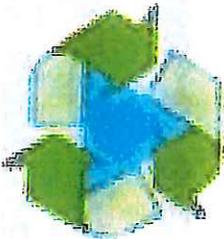
Tri-County Baling Facility Concept

7c



Tri-County

Waste Management Authority



WASTE CONNECTIONS
Committed to the Future

State of Recycling in Our Region



- Currently commingle is going to the landfill.
- Approximately 800 tons per year are being landfilled, shortening the lifespan of the Wasco County Landfill.
- City of The Dalles is the only city in the State that is landfilling commingle material.
- Currently processors are charging to process commingle in the neighborhood of \$115+/- per ton.
- Additional Surcharges to rate payers are being approved to help cover the cost of recycling, markets will dictate if this covers the expense.
- Waste Connections will review annual increases to the surcharge to continue commingle recycling.
- Transportation of baled material gives us nearly a 3:1 increase in volume over current transportation.
- Some rural depots have been removed.

Propose a Tri-County Baling Facility and Centralized Program Management



- Transport commingled recyclables to Portland area processors, instead of landfilling at the Wasco County Landfill.



Benefits to Baling Commingle



- Increased volume per truckload. This will also decrease truck traffic.



- Possible to receive better pricing on commingle with program changes including education and outreach.

Impacts to Our Citizens



- Commingle recycling returns to Portland area processors.
- No surcharge increase and enhanced service levels.
- Those communities that enacted a surcharge will have the opportunity to return to rate payers.
- Increased transportation efficiency with increased volumes, reducing the environmental impact of truck traffic thru the Gorge.
- Possible addition of rural recycling depots.
- Regional approach to hazardous waste and recycling under one franchisee.
- Long term stability of program via franchise agreements.
- Financial and operational stability with one franchisee.

Clear and Consistent Message



- This baling center would give us the opportunity to communicate to the public a clear and consistent message regarding commodities and program materials.

MIXED RECYCLING - Keep it Clean.

PAPER / CARDBOARD

Flattened Cardboard, Junk mail, magazines, flyers, office paper, envelopes, gift wrap & cards (no foil), post-it notes, paper bags, newspaper, paperboard, phone books/paperback books (loose in a paper bag or cereal box).

METAL

RINSE FIRST. Tin & aluminum cans, aluminum foil, pie pans, metal lids, & empty aerosol cans (do not puncture or remove nozzle), other scrap metal (30lb. max, no longer than 30 in).

PLASTIC

RINSE FIRST.

BOTTLES/JUGS ONLY. Check the neck! Opening must be smaller than the base. No tubs/drumshells

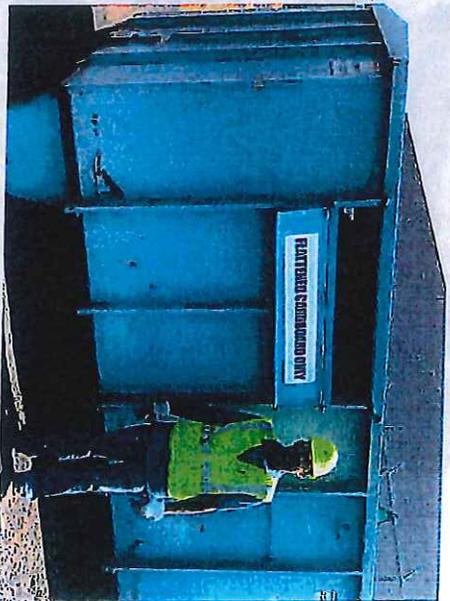


NO GLASS, PLASTIC BAGS, OR STYROFOAM;
NO plastic cutlery, plates or cups, toys or large plastic items, NO Shredded Paper, NO Waxed Cardboard/aseptic containers (milk cartons, juice, soup boxes)

Facilities are Already in Place



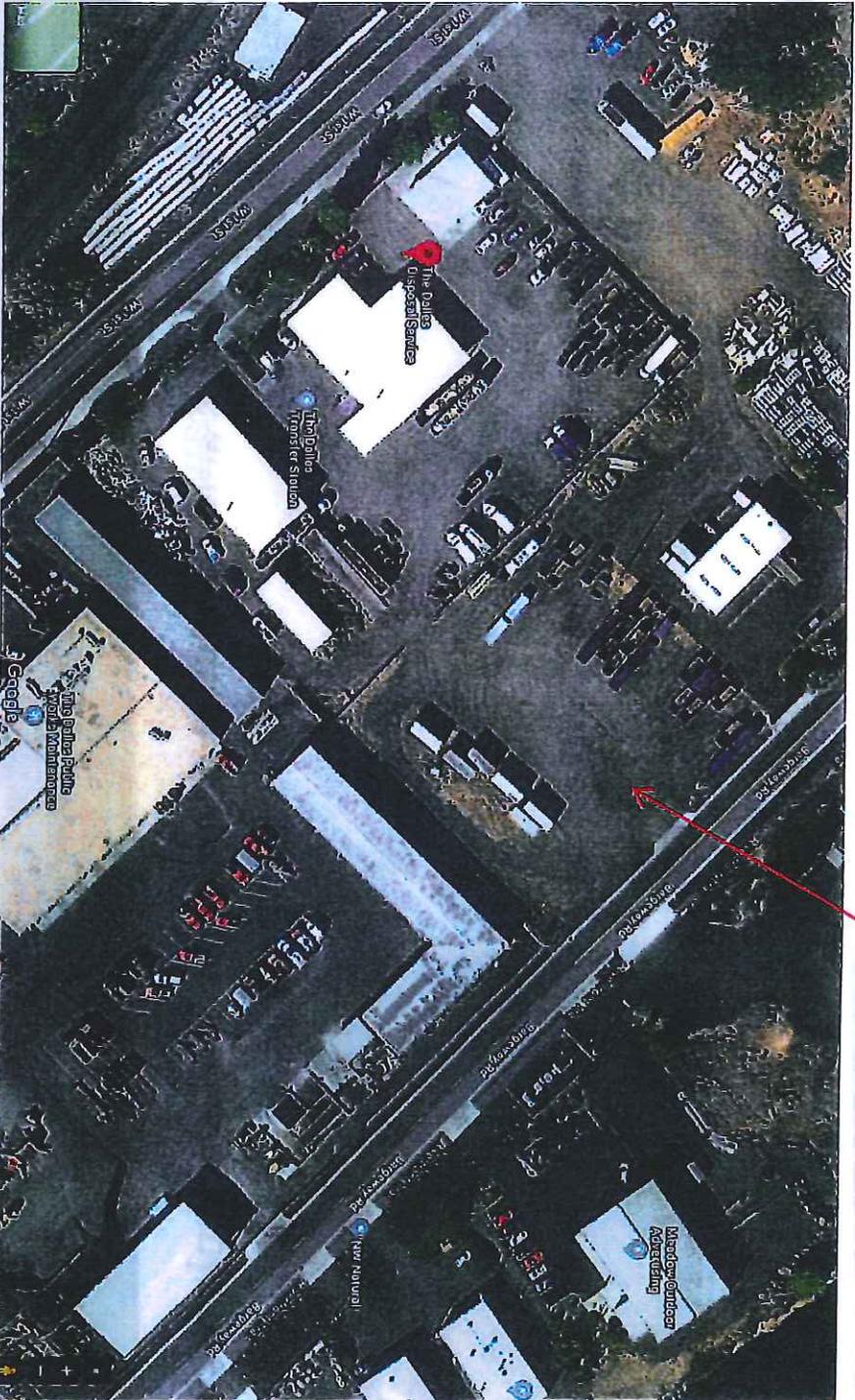
- We have recycling depots and collection equipment already in place to handle commingle volume.
 - Rufus
 - Wasco
 - Grass Valley
 - Moro
 - City of Mt. Hood
 - Cooper Spur
- We propose also adding depots to the following areas:
 - Maupin
 - Wainic



Future Outlook



- We have a parcel of land adjacent to our Hauling district and Transfer Station that is available for a long-term lease.



Concept



- Public Private Partnership with our franchisee Waste Connections to provide both Hazardous Waste and Recycling services in conjunction with building a regional baling facility.
- Waste Connections to manage all programs (including HHW) under one umbrella with enhanced service levels.
- Waste Connections and Tri County HHWR both contribute funding to the baling facility and both have interest in providing for the long term success.
- Waste Connections enters into long term lease for additional 1 acre parcel next to existing transfer station in The Dalles to build baling center.
- Steering Committee provides oversight of program in conjunction with Waste Connections.
- Funding is accounted for and reported on separately from current franchise accounts to maintain transparency of funding streams and service levels.
- All education, grants, marketing, and collection events are managed by Waste Connections.

Pros / Cons



Pros

- One point of contact and one service provider
- Increased service levels
- Decreased costs to public
- Shared risk
- Long term agreement
- Reduced liability
- One less public program to manage

Cons

- Loss of one public employee
- No direct management of program
- Lots of emotional attachment to the program

Pros / Cons Cont.



Pros (continued)

- Reduced environmental impact (trucks, landfill)
- Sets the stage with a new facility for increased recycling efforts in the future.
- Can't afford to do this by ourselves.
- Opportunity to control recycle costs.
- Staffed remote collection depots

Cons (continued)

- Privatizes the program operations
- Uses reserves to invest in baling center.

Business Model Est.



Initial Capital Outlay*

- Bailer \$187,000
- Forklift \$30,000
- Building \$430,000
- Equipment \$30,000

Annual Operating Estimates*

- Revenue
 - ▶ Surcharge \$8.39/ton \$420k/yr trend
 - ▶ Recycle rev.: Currently Negative
- Expense
 - ▶ Staffing \$ 69k
 - ◆ 1 FTE
 - ▶ HHW Abatement- \$150k
 - ▶ Transportation- \$57k
 - ▶ Negative Rebate- \$55k
 - ▶ Operating Supplies-9k
 - ▶ Outreach/Educate- \$35k
 - ▶ Facility Rent- \$34k

* Amounts are rough estimates and are subject to change



Thank You

Questions?



Hood River County Sheriff's Office
 Statistical Information
 City of Cascade Locks
 October 2019

Case Numbers associated with Cascade Locks				Call Type Breakdown
Case #	Date	Deputy	Call Type	
S190902	10/17/19	10	ASLT	3 911
S190876	10/06/19	28	BURG	4 AC
S190934	10/27/19	18	BURG	6 ALARM
S190912	10/21/19	20	DOM	5 AOA
S190913	10/22/19	10	FU	1 ASLT
S190864	10/02/19	12	JUV	2 BURG
S190893	10/14/19	26	NUIS	2 CIVIL
S190873	10/05/19	20	OFCR	2 DOM
S190877	10/06/19	28	OFCR	1 DRUG
S190918	10/23/19	28	OFCR	10 FU
S190917	10/23/19	28	SUSP	2 HARA
S190911	10/21/19	20	TC	1 HR
S190875	10/06/19	28	THEFT	5 INFO
S190880	10/07/19	16	THEFT	4 JUV
S190904	10/18/19	20	THEFT	1 MVC
S190908	10/21/19	16	THEFT	3 NUIS
S190927	10/25/19	14	THEFT	16 OFCR
S190946	10/31/19	10	THEFT	1 PROP
S190867	10/04/19	16	VAND	1 PROWLER
S190930	10/26/19	16	WS	11 PS
				23 SUSP
				2 TC
				12 THEFT
				3 TRES
				2 VAND
				29 VEH STOP
				2 WEAP
				7 WELF
				1 WS
Total	20			162 Total

Total Number of Cascade Locks patrols

77

Total Calls for Service
 (includes followup, OFCR initiated, agency assist, SAR, etc.)

162

Hours worked by Deputy Vandenberg (28)

27.13

Hours worked by other personnel

108.48

Brian Rockett

Brian Rockett, Undersheriff

