

**GLADSTONE CITY COUNCIL  
REGULAR MEETING  
CITY HALL COUNCIL CHAMBERS  
May 14, 2013**

**7:30 p.m. CALL TO ORDER  
ROLL CALL  
FLAG SALUTE  
BUSINESS FROM THE AUDIENCE**

Visitors: Presentations not scheduled on the Agenda are limited to five (5) minutes. Longer presentations should be submitted to the Assistant City Administrator by 5:00 p.m. Wednesday prior to the Tuesday City Council meeting.

**CONSENT AGENDA**

All items below will be enacted by one motion unless someone requests specific item(s) be removed prior to Council adoption of the Consent Agenda.

1. Approval of April 9, 2013 Minutes (emailed prior to Council meeting)
2. Approval of Liquor Control Commission Application – Deli n Food Mart, 150 W Arlington Street
3. Approval of Temporary Dwelling Permit – 18117 Oatfield Road
4. Payment of April Claims

**CORRESPONDENCE**

5. Letter from Linda Cosgrove, Bev Anslow, Cicely Sullivan, Rose Johnson – Library Outsourcing/Right to Vote
6. E-mail from Herb Oetken – Library Outsourcing
7. Letter from Jaye and Yvonne Phillips – 2 Hour Parking Sign 120 E. Arlington
8. Letters and E-Mails from Stanley Jones
9. E-Mails from Jim Miller – Public Works
10. Letters from Pete Steinkamp

**REGULAR AGENDA**

11. Authorization to Return \$1.5 million to Clackamas County – Library Capital Intergovernmental Agreement
12. Urban Growth Management Agreement (UGMA)
13. Chautauqua Festival Cancellation Announcement
14. Resolution 1022 - PGE Franchise Agreement

**BUSINESS FROM THE COUNCIL**

**EXECUTIVE SESSION – ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection.**

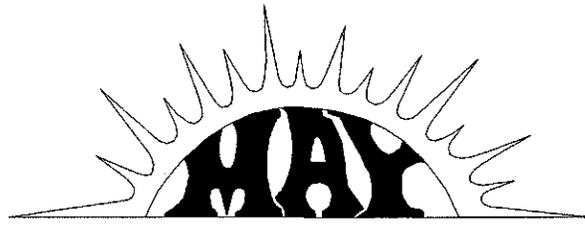
**EXECUTIVE SESSION – ORS 192.660(2)(e) To conduct deliberations with persons designated by the governing body to negotiate real property transactions. (emailed prior to Council meeting)**

**ADJOURN**

Information Only: Financial Reports February and March 2013

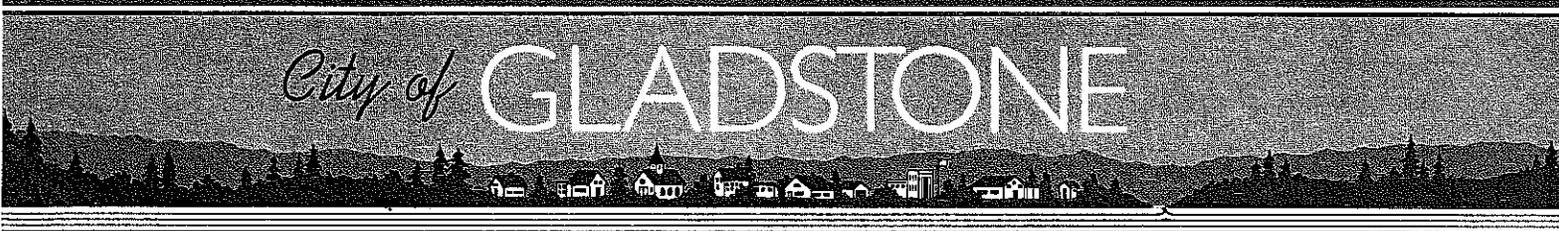
Reminder: Budget Committee Meeting City 7:30 pm May 21, 2013 at City Hall, 525 Portland Ave.  
Budget Committee Meeting Urban Renewal not before 8:00 p.m. May 21, 2013 at City Hall, 525 Portland Ave.  
Both City and Urban Renewal Budgets are available on the City website at [www.ci.gladstone.or.us](http://www.ci.gladstone.or.us)





# **CONSENT AGENDA**





City of GLADSTONE

Date: May 8, 2013

To: Mayor Byers and City Council

From: Pete Boyce, City Administrator

*PB*

Re: Liquor License 150 W Arlington Street

City staff recommend approval.

**City Hall**  
525 Portland Avenue  
Gladstone, OR 97027  
(503) 656-5223  
FAX: (503) 650-8938  
E-Mail: (last name)@  
ci.gladstone.or.us

**Municipal Court**  
525 Portland Avenue  
Gladstone, OR 97027  
(503) 656-5224 ext. 1  
E-Mail: municourt@  
ci.gladstone.or.us

**Police Department**  
535 Portland Avenue  
Gladstone, OR 97027  
(503) 656-4253  
E-Mail: (last name)@  
ci.gladstone.or.us

**Fire Department**  
555 Portland Avenue  
Gladstone, OR 97027  
(503) 557-2776  
E-Mail: (last name)@  
ci.gladstone.or.us

**Public Library**  
135 E. Dartmouth  
Gladstone, OR 97027  
(503) 656-2411  
FAX: (503) 655-2438

**Senior Center**  
1050 Portland Avenue  
Gladstone, OR 97027  
(503) 655-7701  
FAX: (503) 650-4840

**City Shop**  
18595 Portland Avenue  
Gladstone, OR 97027  
(503) 656-7957  
FAX: (503) 722-9078



# OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

Application is being made for:

### LICENSE TYPES

- Full On-Premises Sales (\$402.60/yr)
  - Commercial Establishment
  - Caterer
  - Passenger Carrier
  - Other Public Location
  - Private Club
- Limited On-Premises Sales (\$202.60/yr)
- Off-Premises Sales (\$100/yr)
  - with Fuel Pumps
- Brewery Public House (\$252.60)
- Winery (\$250/yr)
- Other: \_\_\_\_\_

### ACTIONS

- Change Ownership
- New Outlet
- Greater Privilege
- Additional Privilege
- Other \_\_\_\_\_

### 90-DAY AUTHORITY

Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

### APPLYING AS:

- Limited Partnership
- Corporation
- Limited Liability Company
- Individuals

### CITY AND COUNTY USE ONLY

Date application received: \_\_\_\_\_

The City Council or County Commission:

\_\_\_\_\_  
(name of city or county)

recommends that this license be:

- Granted
- Denied

By: \_\_\_\_\_  
(signature) (date)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### OLCC USE ONLY

Application Rec'd by: CMoreno

Date: 5/6/13

90-day authority:  Yes  No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① JuJu property, LLC ③ \_\_\_\_\_

② \_\_\_\_\_ ④ \_\_\_\_\_

2. Trade Name (dba): Deli n Food Mart

3. Business Location: 150 W Arlington st Gladstone clackamas OR 97027  
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: Same  
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: TBD  
(phone) (fax)

6. Is the business at this location currently licensed by OLCC?  Yes  No

7. If yes to whom: \_\_\_\_\_ Type of License: \_\_\_\_\_

8. Former Business Name: Arlington Mart

9. Will you have a manager?  Yes  No Name: \_\_\_\_\_  
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? Gladstone  
(name of city or county)

11. Contact person for this application: INSUB JU 503-544-2913 (503-916-9957)  
(name) (phone number(s))  
14920 SE Page park CT Happy Valley OR 97086 503-855-3665 insubju@gmail.com  
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① [Signature] Date \_\_\_\_\_ ③ \_\_\_\_\_ Date 5.6.13  
② \_\_\_\_\_ Date \_\_\_\_\_ ④ \_\_\_\_\_ Date \_\_\_\_\_

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OREGON LIQUOR CONTROL COMMISSION  
LIMITED LIABILITY COMPANY QUESTIONNAIRE

Please Print or Type

LLC Name: JuJu property LLC Year Filed: 1.31.2013  
Trade Name (dba): Deli n Food Mart  
Business Location Address: 150W Arlington  
City: Gladstone ZIP Code: 97027

List Members of LLC:

Percentage of Membership Interest:

- |   |             |
|---|-------------|
| 1. <u>INSUB JU</u><br>(managing member) | <u>100%</u> |
| 2. _____<br>(members)                   | _____       |
| 3. _____                                | _____       |
| 4. _____                                | _____       |
| 5. _____                                | _____       |
| 6. _____                                | _____       |

(Note: If any LLC member is another legal entity, that entity must also complete an LLC, Limited Partnership or Corporation Questionnaire. If the LLC has officers, please list them on a separate sheet of paper with their titles.)

Server Education Designee: \_\_\_\_\_ DOB: \_\_\_\_\_

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Signature: [Signature] owner Date: 5-6-13  
(name) (title)



OREGON LIQUOR CONTROL COMMISSION  
INDIVIDUAL HISTORY

1. Trade Name Del'n Food Mart 2. City Gladstone  
 3. Name Ju Insub  
 (Last) (First) (Middle)  
 4. Other names used (maiden, other) \_\_\_\_\_  
 5. \*SSN \_\_\_\_\_ Place of Birth \_\_\_\_\_ 7. DOB \_\_\_\_\_ Sex  M  F  
 (State or Country) (mm) (dd) (yyyy)

\*SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you sign below.

Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a). If you consent to these uses, please sign here:

Applicant Signature: [Signature]

9. Driver License or State ID # \_\_\_\_\_ 10. State OR  
 11. Residence Address 14920 SE page park ct Happy Valley OR 97086  
 (number and street) (city) (state) (zip code)  
 12. Mailing Address (if different) \_\_\_\_\_  
 (number and street) (city) (state) (zip code)  
 13. Contact Phone \_\_\_\_\_ 14. E-Mail address (optional) insubju@gmail.com  
 15. Do you have a spouse or domestic partner?  Yes  No  
 If yes, list his/her full name: Chesuk Ju  
 16. If yes to #15, will this person work at or be involved in the operation or management of the business?  
 Yes  No  
 17. List all states; other than Oregon, where you have lived during the past ten years:  
N/A  
 18. In the past 12 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or any other state of driving a car with a suspended driver's license or driving a car with no insurance?  
 Yes  No  Unsure If yes, list the date(s), or approximate dates, and type(s) of convictions.  
 If unsure, explain. You may include the information on a separate sheet.  
 19. In the past 12 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or any other state of a misdemeanor or a felony?  Yes  No  Unsure  
 If yes, list the date(s), or approximate dates, and type(s) of convictions. If unsure, explain. You may include the information on a separate sheet.

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20. Trade Name Deli n Food Mart 21. City Gladstone

22. Do you have any arrests or citations that have not been resolved?  Yes  No  Unsure  
If yes or unsure, explain here or include the information on a separate sheet.

23. Have you ever been in a drug or alcohol **diversion program** in Oregon or any other state? (A diversion program is where you are required, usually by the court or another government agency, to complete certain requirements in place of being convicted of a drug or alcohol-related offense.)  Yes  No  Unsure  
If yes, list the date(s), or approximate dates. If unsure, explain. You may include the information on a separate sheet.

24. Do you, or any legal entity that you are a part of, **currently hold** or **have previously held** a liquor license in Oregon or another US state? (Note: a service permit is not a liquor license.)  Yes  No  Unsure  
If yes, list the name(s) of the business, the city (or cities) and state (or states) where located, and the date(s) of the license(s). If unsure, explain. You may include the information on a separate sheet.

LB Market portland OR 1.7.2009 ~ 1.7.2013

25. Have you, or any legal entity that you are a part of, ever had an application for a license, permit, or certificate **denied or cancelled** by the OLCC or any other governmental agency in the US?  
 Yes  No  Unsure If yes, list the date(s), or approximate dates. If unsure, explain. You may include the information on a separate sheet.

Questions 26 and 27 apply if you, or any legal entity that you are part of, are applying for a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license. If you are not applying for one of those licenses, mark "N/A" on Questions 26 & 27.

26. Do you have any ownership interest in any other business that makes, wholesales, or distributes alcohol?  N/A  Yes  No  Unsure If yes, list the date(s), or approximate dates. If unsure, explain. You may include the information on a separate sheet.

27. Does, or will, a maker, wholesaler, or distributor of alcohol have any ownership interest in your business?  
 N/A  Yes  No  Unsure If yes or unsure, explain:

Question 28 applies if you, or any legal entity that you are part of, are applying for a Brewery, Brewery-Public House, Distillery, Grower Sales Privilege, Warehouse, Wholesale Malt Beverage & Wine, or Winery license. If you are not applying for one of those licenses, mark "N/A" on Question 28.

28. Do you, or any legal entity that you are part of, have any ownership interest in any other business that sells alcohol at retail in Oregon?  N/A  Yes  No  Unsure If yes or unsure, explain:

You must sign your own form (you can't have your attorney or a person with power of attorney sign your form).

I affirm that my answers are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to, criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: [Signature] Date: 5.6.13



OREGON LIQUOR CONTROL COMMISSION
BUSINESS INFORMATION

Please Print or Type

Applicant Name: INSUB JU Phone: 503-544-2913

Trade Name (dba): Deli n Food Mart

Business Location Address: 150 W Arlington St Gladstone

City: Gladstone ZIP Code: 97027

DAYS AND HOURS OF OPERATION

Business Hours: 7 am to 11 pm
Sunday 7 to 11
Monday 7 to 11
Tuesday 7 to 11
Wednesday 7 to 11
Thursday 7 to 11
Friday 7 to 11
Saturday 7 to 11

Outdoor Area Hours:
Sunday to
Monday to
Tuesday to
Wednesday to
Thursday to
Friday to
Saturday to

The outdoor area is used for:
Food service
Alcohol service
Enclosed, how
The exterior area is adequately viewed and/or supervised by Service Permittees.
(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain:

ENTERTAINMENT

Check all that apply:
Live Music
Recorded Music
DJ Music
Dancing
Nude Entertainers
Karaoke
Coin-operated Games
Video Lottery Machines
Social Gaming
Pool Tables
Other:

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday to
Monday to
Tuesday to
Wednesday to
Thursday to
Friday to
Saturday to

SEATING COUNT

Restaurant: Outdoor:
Lounge: Other (explain):
Banquet: Total Seating:

OLCC USE ONLY
Investigator Verified Seating: (Y) (N)
Investigator Initials:
Date:

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: Date: 5.6.13

2-6

# City of GLADSTONE

Date: May 8, 2013

To: Mayor Byers and City Council

From: Pete Boyce, City Administrator

Re: Temporary Dwelling Permit

I have issued a two week temporary dwelling permit for Chris Montero at 18117 Oatfield Road. Mr. Montero has met all the criteria to be allowed a permit. He has shown the following:

- Hardship – family member has lost job
- The recreational vehicle is connected to water and sewer
- Signature of resident within 100 feet.

I recommend granting Mr. Montero a two month temporary dwelling permit.

**City Hall**  
525 Portland Avenue  
Gladstone, OR 97027  
(503) 656-5223  
FAX: (503) 650-8938  
E-Mail: (last name)@  
ci.gladstone.or.us

**Municipal Court**  
525 Portland Avenue  
Gladstone, OR 97027  
(503) 656-5224 ext. 1  
E-Mail: municourt@  
ci.gladstone.or.us

**Police Department**  
535 Portland Avenue  
Gladstone, OR 97027  
(503) 656-4253  
E-Mail: (last name)@  
ci.gladstone.or.us

**Fire Department**  
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(503) 557-2776  
E-Mail: (last name)@  
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18595 Portland Avenue  
Gladstone, OR 97027  
(503) 656-7957  
FAX: (503) 722-9078

## Peter Boyce

---

**From:** Christina Stauffer [stauffer.pilzer@gmail.com]  
**Sent:** Friday, May 03, 2013 11:32 AM  
**To:** Peter Boyce  
**Subject:** In support of Carlos Martinez, 18117 Oatfield

Dear Mr. Boyce,

We are writing on behalf of our neighbor, Carlos Martinez, at 18117 Oatfield Rd. Carlos is currently residing in an attractive, well-kept trailer next to our property. We are very pleased to have Carlos and his family as neighbors. They are quiet, hard-working, and helpful. They keep the property well-maintained and they helped us trim trees on our property. I know that their current situation is beneficial both to their family and to the family of his niece, Marci. Carlos and his family help with utility costs and child care. It is a win-win situation.

I know that Carlos's plan is to save enough money to buy a home of their own, and staying with family is crucial to meeting this goal. He chose to do this instead of declaring bankruptcy and forfeiting his debt to the government. I applaud Carlos's integrity and determination. Please feel free to contact me or my husband with any further questions you might have. I am also sending a hardcopy of this letter to your office in Gladstone.

Sincerely

Christina Stauffer  
Scott Pilzer

Owners of 18121 Oatfield Rd.  
Gladstone, OR 97027

Contact Information:

(503) 890-2981  
[stauffer.pilzer@gmail.com](mailto:stauffer.pilzer@gmail.com)

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City of Gladstone

Month: April 2013

|         |         |                |                 |            |             |
|---------|---------|----------------|-----------------|------------|-------------|
| Payroll | 4/30/13 | Check          | # 73143 - 73199 | 39,420.81  | Payroll     |
|         | 4/30/13 | Direct Deposit |                 | 131,802.80 | Direct Depo |
|         |         |                |                 |            |             |
|         |         |                |                 |            |             |
|         |         |                |                 |            |             |
|         |         |                |                 |            |             |
|         |         |                |                 |            |             |
|         |         |                |                 | 171,223.61 | Total       |

Manual/Month End Checks

|  |         |       |                 |            |          |
|--|---------|-------|-----------------|------------|----------|
|  | 4/17/13 | Check | # 73134 - 73138 | 7,535.00   | Manual   |
|  | 4/24/13 | Check | # 73139 - 73141 | 58,251.87  | Manual   |
|  | 4/30/13 | Check | # 73200 - 73218 | 46,239.78  | MonthEnd |
|  | 4/30/13 | Check | # 73219         | 944.36     | Manual   |
|  |         |       |                 |            |          |
|  |         |       |                 |            |          |
|  |         |       |                 |            |          |
|  |         |       |                 |            |          |
|  |         |       |                 |            |          |
|  |         |       |                 | 112,971.01 | Total    |

Urban Renewal Checks

|  |  |       |  |      |       |
|--|--|-------|--|------|-------|
|  |  | Check |  |      | UR    |
|  |  |       |  |      |       |
|  |  |       |  | 0.00 | Total |

Outstanding Invoices

|  |          |       |   |           |       |
|--|----------|-------|---|-----------|-------|
|  | 05/14/13 | Check | # | 98,234.86 | Total |
|--|----------|-------|---|-----------|-------|

April Monthly 382,429.48 Total

Council Approval



# Payroll

## G/L Distribution Report



User: administrator  
 Batch: 001-04-2013COMPUTER  
 City of Gladstone

| Account Number     | Debit Amount     | Credit Amount     | Description                    |
|--------------------|------------------|-------------------|--------------------------------|
| Fund 001           | GENERAL FUND     |                   |                                |
| Dept ?             |                  |                   |                                |
| 001-000-140000     | 60,820.27        | 0.00              | CASH IN BANK                   |
| 001-000-290000     | 0.00             | 131,802.80        | DIRECT DEPOSIT LIABILITIES     |
| 001-000-290001     | 0.00             | 28,921.76         | FEDERAL WITHHOLDING W/H        |
| 001-000-290002     | 0.00             | 39,429.14         | SOCIAL SECURITY W/H            |
| 001-000-290003     | 0.00             | 16,598.08         | STATE TAX W/H                  |
| 001-000-290004     | 0.00             | 282.20            | WBF WORKDAY ASSESS             |
| 001-000-290005     | 0.00             | 1,288.56          | UNEMPLOYMENT                   |
| 001-000-290007     | 0.00             | 1,839.27          | TRI-MET TAX                    |
| 001-000-290008     | 0.00             | 1,099.82          | MISCELLANEOUS                  |
| 001-000-290102     | 0.00             | 5,539.00          | CREDIT UNION W/H               |
| 001-000-290103     | 0.00             | 51,117.80         | HEALTH INS W/H                 |
| 001-000-290104     | 0.00             | 1,913.73          | UNION DUES W/H                 |
| 001-000-290105     | 0.00             | 9,141.12          | DEFERRED COMP W/H              |
| 001-000-290108     | 0.00             | 113.09            | LIFE INSURANCE/PU              |
| 001-000-290111     | 0.00             | 34,600.73         | RETIREMENT/PERS                |
| 001-000-290112     | 0.00             | 3,793.94          | RETIREMENT                     |
| 001-000-290114     | 0.00             | 1,050.00          | FIREFIGHTER HOUSE DUES         |
| 001-000-290115     | 0.00             | 928.76            | DISABILITY INSURANCE           |
| 001-000-290124     | 0.00             | 1,708.40          | VEBA HEALTH CONTRIBUTIONS      |
| 001-000-290125     | 0.00             | 336.66            | SECTION 125 FLEX HEALTH        |
| <b>Dept Total:</b> | <b>60,820.27</b> | <b>331,504.86</b> |                                |
| 001-021-100000     | 9,218.72         | 0.00              | CITY ADMINISTRATOR             |
| 001-021-100500     | 7,090.00         | 0.00              | ASSISTANT CITY ADMINSTRATOR    |
| 001-021-101500     | 4,867.62         | 0.00              | ADMIN SECRETARY/REC COORDINATO |
| 001-021-102000     | 4,554.66         | 0.00              | ACCOUNT CLERK (FINANCE)        |
| 001-021-102500     | 11,681.29        | 0.00              | PAYROLL COSTS                  |
| <b>Dept Total:</b> | <b>37,412.29</b> | <b>0.00</b>       |                                |
| 001-022-102500     | 3,190.65         | 0.00              | PAYROLL COSTS                  |
| 001-022-120500     | 4,643.10         | 0.00              | MUNICIPAL COURT CLERK          |
| 001-022-121000     | 2,728.99         | 0.00              | ASSISTANT COURT CLERK          |
| <b>Dept Total:</b> | <b>10,562.74</b> | <b>0.00</b>       |                                |
| 001-024-102500     | 39,050.67        | 0.00              | PAYROLL COSTS                  |
| 001-024-140000     | 8,626.00         | 0.00              | POLICE CHIEF                   |
| 001-024-140500     | 7,189.13         | 0.00              | POLICE SERGEANT                |
| 001-024-141000     | 7,189.13         | 0.00              | POLICE SERGEANT                |
| 001-024-141500     | 5,903.00         | 0.00              | POLICE SERGEANT                |
| 001-024-142000     | 6,072.30         | 0.00              | POLICE DETECTIVE               |
| 001-024-142500     | 5,701.02         | 0.00              | POLICE OFFICER                 |

| Account Number     | Debit Amount      | Credit Amount     | Description             |
|--------------------|-------------------|-------------------|-------------------------|
| 001-024-143000     | 5,218.49          | 0.00              | POLICE OFFICER          |
| 001-024-143500     | 5,907.65          | 0.00              | POLICE OFFICER          |
| 001-024-144000     | 5,553.30          | 0.00              | POLICE OFFICER          |
| 001-024-144500     | 5,890.65          | 0.00              | POLICE OFFICER          |
| 001-024-145000     | 4,939.00          | 0.00              | POLICE OFFICER          |
| 001-024-146000     | 5,190.00          | 0.00              | POLICE OFFICER          |
| 001-024-150000     | 3,653.00          | 0.00              | POLICE RECORDS CLERK    |
| 001-024-152500     | 6,724.28          | 0.00              | OVERTIME                |
| 001-024-152600     | 3,055.12          | 0.00              | TRAINING OVERTIME       |
| <b>Dept Total:</b> | <b>125,862.74</b> | <b>0.00</b>       |                         |
| 001-025-102500     | 5,464.86          | 0.00              | PAYROLL COSTS           |
| 001-025-170000     | 1,137.37          | 0.00              | VOLUNTEER FIRE CHIEF    |
| 001-025-170300     | 6,591.00          | 0.00              | FIRE MARSHAL            |
| 001-025-171000     | 16,808.38         | 0.00              | ON-CALL REIMBURSEMENT   |
| <b>Dept Total:</b> | <b>30,001.61</b>  | <b>0.00</b>       |                         |
| 001-026-102500     | 3,400.83          | 0.00              | PAYROLL COSTS           |
| 001-026-190000     | 659.10            | 0.00              | PUBLIC WORKS SUPERVISOR |
| 001-026-190500     | 4,640.00          | 0.00              | UTILITY WORKER, JOURNEY |
| 001-026-191500     | 1,471.36          | 0.00              | SEASONAL HELP           |
| <b>Dept Total:</b> | <b>10,171.29</b>  | <b>0.00</b>       |                         |
| 001-028-102500     | 5,278.87          | 0.00              | PAYROLL COSTS           |
| 001-028-208500     | 5,834.00          | 0.00              | SENIOR CENTER MANAGER   |
| 001-028-209500     | 2,096.19          | 0.00              | TRAM DRIVER             |
| 001-028-210000     | 1,094.19          | 0.00              | OFFICE ASSISTANT        |
| 001-028-210500     | 2,282.62          | 0.00              | NUTRITION CATERER       |
| <b>Dept Total:</b> | <b>16,585.87</b>  | <b>0.00</b>       |                         |
| 001-029-102500     | 10,564.07         | 0.00              | PAYROLL COSTS           |
| 001-029-220000     | 5,416.67          | 0.00              | LIBRARY DIRECTOR        |
| 001-029-221500     | 4,030.39          | 0.00              | LIBRARY ASSISTANT II    |
| 001-029-222000     | 3,952.13          | 0.00              | LIBRARY ASSISTANT II    |
| 001-029-222500     | 4,210.46          | 0.00              | LIBRARY ASSISTANT II    |
| 001-029-222800     | 3,726.00          | 0.00              | LIBRARY ASSISTANT I     |
| 001-029-223000     | 3,585.50          | 0.00              | LIBRARY ASSISTANT I     |
| 001-029-223200     | 524.70            | 0.00              | LIBRARY AIDE            |
| 001-029-223500     | 4,078.13          | 0.00              | ON CALL LIB ASSISTANT   |
| <b>Dept Total:</b> | <b>40,088.05</b>  | <b>0.00</b>       |                         |
| <b>Fund Total:</b> | <b>331,504.86</b> | <b>331,504.86</b> |                         |
| Fund 003           | SEWER FUND        |                   |                         |
| Dept ?             |                   |                   |                         |
| 003-000-140000     | 0.00              | 19,457.55         | CASH IN BANK            |

| Account Number     | Debit Amount       | Credit Amount    | Description                    |
|--------------------|--------------------|------------------|--------------------------------|
| <b>Dept Total:</b> | <b>0.00</b>        | <b>19,457.55</b> |                                |
| 003-003-102500     | 5,975.18           | 0.00             | PAYROLL COSTS                  |
| 003-003-300300     | 2,306.85           | 0.00             | PUBLIC WORKS SUPERVISOR        |
| 003-003-300700     | 2,389.59           | 0.00             | UTILITY WKR,JOURNEY/MAINT TECH |
| 003-003-301000     | 4,760.05           | 0.00             | UTILITY WORKER                 |
| 003-003-301200     | 3,887.96           | 0.00             | ACCOUNT CLERK                  |
| 003-003-301500     | 137.92             | 0.00             | OVERTIME                       |
| <b>Dept Total:</b> | <b>19,457.55</b>   | <b>0.00</b>      |                                |
| <b>Fund Total:</b> | <b>19,457.55</b>   | <b>19,457.55</b> |                                |
| Fund 004           | WATER FUND         |                  |                                |
| Dept ?             |                    |                  |                                |
| 004-000-140000     | 0.00               | 21,315.33        | CASH IN BANK                   |
| <b>Dept Total:</b> | <b>0.00</b>        | <b>21,315.33</b> |                                |
| 004-004-102500     | 6,648.69           | 0.00             | PAYROLL COSTS                  |
| 004-004-400300     | 1,977.30           | 0.00             | PUBLIC WORKS SUPERVISOR        |
| 004-004-400700     | 2,389.61           | 0.00             | UTILITY WKR,JOURNEY/MAINT TECH |
| 004-004-401000     | 4,640.00           | 0.00             | WATERWORKS, JOURNEY            |
| 004-004-401500     | 4,686.40           | 0.00             | UTILITY WORKER, JOURNEY        |
| 004-004-402500     | 973.33             | 0.00             | OVERTIME                       |
| <b>Dept Total:</b> | <b>21,315.33</b>   | <b>0.00</b>      |                                |
| <b>Fund Total:</b> | <b>21,315.33</b>   | <b>21,315.33</b> |                                |
| Fund 005           | ROAD & STREET FUND |                  |                                |
| Dept ?             |                    |                  |                                |
| 005-000-140000     | 0.00               | 12,906.16        | CASH IN BANK                   |
| <b>Dept Total:</b> | <b>0.00</b>        | <b>12,906.16</b> |                                |
| 005-005-102500     | 3,706.30           | 0.00             | PAYROLL COSTS                  |
| 005-005-501500     | 1,647.75           | 0.00             | PUBLIC WKS SUPERVISOR          |
| 005-005-502000     | 5,011.20           | 0.00             | UTILITY WORKER, JOURNEY        |
| 005-005-502300     | 2,200.00           | 0.00             | SEASONAL HELP                  |
| 005-005-502500     | 340.91             | 0.00             | OVERTIME                       |
| <b>Dept Total:</b> | <b>12,906.16</b>   | <b>0.00</b>      |                                |

| Account Number       | Debit Amount                  | Credit Amount     | Description                    |
|----------------------|-------------------------------|-------------------|--------------------------------|
| <b>Fund Total:</b>   | <b>12,906.16</b>              | <b>12,906.16</b>  |                                |
| Fund 008             | POLICE/COMMUNC LEVY FUND      |                   |                                |
| Dept ?               |                               |                   |                                |
| 008-000-140000       | 0.00                          | 38,091.14         | CASH IN BANK                   |
| <b>Dept Total:</b>   | <b>0.00</b>                   | <b>38,091.14</b>  |                                |
| 008-008-102500       | 11,470.23                     | 0.00              | PAYROLL COSTS                  |
| 008-008-143500       | 2,714.42                      | 0.00              | POLICE OFFICER                 |
| 008-008-800500       | 5,994.45                      | 0.00              | SCHOOL RESOURCE OFFICER        |
| 008-008-801000       | 4,483.00                      | 0.00              | POLICE OFFICER                 |
| 008-008-801500       | 4,939.00                      | 0.00              | POLICE OFFICER                 |
| 008-008-802500       | 4,063.23                      | 0.00              | MUNICIPAL ORDINANCE SPECIALIST |
| 008-008-802700       | 4,149.00                      | 0.00              | ADMINISTRATIVE ASSISTANT       |
| 008-008-803000       | 277.81                        | 0.00              | OVERTIME                       |
| <b>Dept Total:</b>   | <b>38,091.14</b>              | <b>0.00</b>       |                                |
| <b>Fund Total:</b>   | <b>38,091.14</b>              | <b>38,091.14</b>  |                                |
| Fund 009             | FIRE/EMERG SERVICES LEVY FUND |                   |                                |
| Dept ?               |                               |                   |                                |
| 009-000-140000       | 0.00                          | 8,470.90          | CASH IN BANK                   |
| <b>Dept Total:</b>   | <b>0.00</b>                   | <b>8,470.90</b>   |                                |
| 009-009-102500       | 2,667.83                      | 0.00              | PAYROLL COSTS                  |
| 009-009-900500       | 5,422.00                      | 0.00              | VOLUNTEER FIRE COORDINATOR     |
| 009-009-901500       | 381.07                        | 0.00              | CONTRACT SERVICES              |
| <b>Dept Total:</b>   | <b>8,470.90</b>               | <b>0.00</b>       |                                |
| <b>Fund Total:</b>   | <b>8,470.90</b>               | <b>8,470.90</b>   |                                |
| <b>Report Total:</b> | <b>431,745.94</b>             | <b>431,745.94</b> |                                |

# Bank Reconciliation

## Checks By Date



04/30/2013 - 3:33 PM

User: administrator

Cleared and Not Cleared Checks

| Check No      | Check Date | Name                      | Comment | Module | Clear Date | Amount      |
|---------------|------------|---------------------------|---------|--------|------------|-------------|
| 73134         | 04/17/2013 | Bateman Senior Meals      |         | AP     |            | 233.88      |
| 73135         | 04/17/2013 | Sandra Dvorak             |         | AP     |            | 80.32       |
| 73136         | 04/17/2013 | Petty Cash for benefit of |         | AP     |            | 26.95       |
| 73137         | 04/17/2013 | Portland General Electric |         | AP     |            | 5,989.41    |
| 73138         | 04/17/2013 | US Postal Service         |         | AP     |            | 1,204.44    |
| 73139         | 04/24/2013 | CIS/EBS Trust             |         | AP     |            | 50,106.26   |
| 73140         | 04/24/2013 | Clackamas Fed. Cred.Union |         | AP     |            | 6,648.61    |
| 73141         | 04/24/2013 | Gladstone Municipal Court |         | AP     |            | 1,497.00    |
| Total         |            |                           |         |        |            | \$65,786.87 |
| Total Checks: |            |                           |         |        |            | 8           |

# Bank Reconciliation

## Checks By Date



04/30/2013 - 3:34 PM

User: administrator

Cleared and Not Cleared Checks

| Check No | Check Date | Name                       | Comment | Module | Clear Date | Amount    |
|----------|------------|----------------------------|---------|--------|------------|-----------|
| 73200    | 04/30/2013 | Aikin, Maria               |         | AP     |            | 63.74     |
| 73201    | 04/30/2013 | Belooof & Haines           |         | AP     |            | 3,000.00  |
| 73202    | 04/30/2013 | Beery,Elsner & Hammond LLP |         | AP     |            | 8,225.67  |
| 73203    | 04/30/2013 | Axa Equitable/Equi-Vest    |         | AP     |            | 9,041.12  |
| 73204    | 04/30/2013 | Axa Equitable RLA          |         | AP     |            | 3,556.23  |
| 73205    | 04/30/2013 | Axa Equitable/EVLICO       |         | AP     |            | 237.71    |
| 73206    | 04/30/2013 | Union Security Insurance   |         | AP     |            | 188.25    |
| 73207    | 04/30/2013 | Gladstone Chevron          |         | AP     |            | 450.00    |
| 73208    | 04/30/2013 | Gladstone Vol Fire Dept    |         | AP     |            | 1,050.00  |
| 73209    | 04/30/2013 | Happy Rock Coffee          |         | AP     |            | 10.00     |
| 73210    | 04/30/2013 | Integra Telecom            |         | AP     |            | 990.71    |
| 73211    | 04/30/2013 | Sprint                     |         | AP     |            | 422.31    |
| 73212    | 04/30/2013 | North Clackamas County     |         | AP     |            | 15,967.25 |
| 73213    | 04/30/2013 | Northwest Natural          |         | AP     |            | 689.24    |
| 73214    | 04/30/2013 | Office Of The Trustee      |         | AP     |            | 640.00    |
| 73215    | 04/30/2013 | Oregon Association         |         | AP     |            | 75.00     |
| 73216    | 04/30/2013 | Purchase Power             |         | AP     |            | 1,000.00  |
| 73217    | 04/30/2013 | US Bank                    |         | AP     |            | 601.54    |
| 73218    | 04/30/2013 | Zinn, Cindy                |         | AP     |            | 31.01     |
| 73219    | 04/30/2013 | US Postal Service          |         | AP     |            | 944.36    |

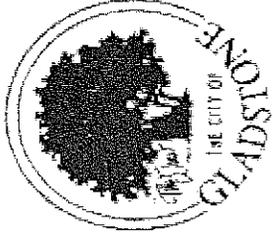
Total \$47,184.14

Total Checks: 20

# Accounts Payable

## Outstanding Invoices

User: anderson  
 Printed: 5/7/2013 - 1:27 PM  
 Date Range: 05/15/2013 to 05/15/2013  
 Date Type: Current



| Account Number | Amount   | Invoice No  | Inv Date   | Description      | Task Label | Type | PO Number | Payment Date |
|----------------|----------|-------------|------------|------------------|------------|------|-----------|--------------|
| Vendor 00050   |          |             |            |                  |            |      |           |              |
| 005-005-507000 | 900.30   | R110787     | 04/30/2013 | Asbestos Removal |            |      |           | 05/15/2013   |
| Vendor Total:  | 900.30   |             |            |                  |            |      |           |              |
| Vendor 00200   |          |             |            |                  |            |      |           |              |
| 003-003-308000 | 100.00   | I0165690    | 04/30/2013 | Services         |            |      |           | 05/15/2013   |
| 003-003-308000 | 6.25     | I0165692    | 04/30/2013 |                  |            |      |           | 05/15/2013   |
| 003-003-308000 | 1,915.50 | I0165925    | 04/30/2013 |                  |            |      |           | 05/15/2013   |
| Vendor Total:  | 2,021.75 |             |            |                  |            |      |           |              |
| Vendor 00345M  |          |             |            |                  |            |      |           |              |
| 001-029-231500 | 21.24    | PLS61971363 | 04/30/2013 | Non Print        |            |      |           | 05/15/2013   |
| 001-029-231500 | -18.79   | RJB3298949  | 04/30/2013 |                  |            |      |           | 05/15/2013   |
| Vendor Total:  | 2.45     |             |            |                  |            |      |           |              |
| Vendor 00438   |          |             |            |                  |            |      |           |              |
| 004-004-408000 | 288.00   | 13550       | 04/30/2013 | Water Tests      |            |      |           | 05/15/2013   |
| Vendor Total:  | 288.00   |             |            |                  |            |      |           |              |
| Vendor 00603   |          |             |            |                  |            |      |           |              |
| 004-004-414500 | 122.00   | 6555        | 04/30/2013 | Backflow         |            |      |           | 05/15/2013   |
| 004-004-414500 | 1,950.00 | 6507        | 04/30/2013 |                  |            |      |           | 05/15/2013   |
| 004-004-408000 | 495.00   | 6505        | 04/30/2013 |                  |            |      |           | 05/15/2013   |
| Vendor Total:  | 2,567.00 |             |            |                  |            |      |           |              |
| Vendor 00736   |          |             |            |                  |            |      |           |              |
| 001-021-110500 | 213.00   | 17360       | 04/30/2013 | Services         |            |      |           | 05/15/2013   |
| Vendor Total:  | 213.00   |             |            |                  |            |      |           |              |
| Vendor 00830   |          |             |            |                  |            |      |           |              |
| 003-003-303000 | 1,361.04 | 4556        | 04/30/2013 | Services         |            |      |           | 05/15/2013   |

| Account Number | Amount   | Invoice No | Inv Date   | Description | Task Label | Type | PO Number | Payment Date |
|----------------|----------|------------|------------|-------------|------------|------|-----------|--------------|
| Vendor Total:  | 1,361.04 |            |            |             |            |      |           |              |
| Vendor 00875A  |          |            |            |             |            |      |           |              |
| 001-025-174500 | 17.90    | 994311     | 04/30/2013 | Uniforms    |            |      |           | 05/15/2013   |
| Vendor Total:  | 17.90    |            |            |             |            |      |           |              |
| Vendor 00930   |          |            |            |             |            |      |           |              |
| 001-025-180000 | 917.62   | 81056339   | 04/30/2013 | Supplies    |            |      |           | 05/15/2013   |
| Vendor Total:  | 917.62   |            |            |             |            |      |           |              |
| Vendor 00980   |          |            |            |             |            |      |           |              |
| 001-029-225500 | 94.19    | 299219     | 04/30/2013 | Supplies    |            |      |           | 05/15/2013   |
| Vendor Total:  | 94.19    |            |            |             |            |      |           |              |
| Vendor 01222   |          |            |            |             |            |      |           |              |
| 001-029-230500 | 374.46   | 1086998    | 04/30/2013 | Books       |            |      |           | 05/15/2013   |
| Vendor Total:  | 374.46   |            |            |             |            |      |           |              |
| Vendor 01350   |          |            |            |             |            |      |           |              |
| 001-026-193200 | 672.00   | 11332      | 04/30/2013 | Services    |            |      |           | 05/15/2013   |
| Vendor Total:  | 672.00   |            |            |             |            |      |           |              |
| Vendor 01375   |          |            |            |             |            |      |           |              |
| 001-025-173000 | 4.51     | 192501     | 04/30/2013 | Supplies    |            |      |           | 05/15/2013   |
| 001-025-173000 | 23.75    | 191893     | 04/30/2013 |             |            |      |           | 05/15/2013   |
| 005-005-504500 | 60.92    | 191426     | 04/30/2013 |             |            |      |           | 05/15/2013   |
| 001-025-173000 | 5.42     | 192246     | 04/30/2013 |             |            |      |           | 05/15/2013   |
| 005-005-504500 | 8.18     | 192177     | 04/30/2013 |             |            |      |           | 05/15/2013   |
| 005-005-504500 | 34.07    | 192470     | 04/30/2013 |             |            |      |           | 05/15/2013   |
| 005-005-504500 | 4.11     | 191930     | 04/30/2013 |             |            |      |           | 05/15/2013   |
| 005-005-504500 | 125.50   | 191845     | 04/30/2013 |             |            |      |           | 05/15/2013   |
| Vendor Total:  | 266.46   |            |            |             |            |      |           |              |
| Vendor 01381   |          |            |            |             |            |      |           |              |
| 001-026-194000 | 1,434.00 | 5103       | 04/30/2013 | Chips       |            |      |           | 05/15/2013   |
| 001-026-194000 | 1,434.00 | 5639       | 04/30/2013 |             |            |      |           | 05/15/2013   |
| 001-026-194000 | 1,253.00 | 3681       | 04/30/2013 |             |            |      |           | 05/15/2013   |
| Vendor Total:  | 4,121.00 |            |            |             |            |      |           |              |
| Vendor 01576   |          |            |            |             |            |      |           |              |
| 001-021-107000 | 3,694.61 | 22854      | 04/30/2013 | Planning    |            |      |           | 05/15/2013   |
| 005-005-508000 | 150.00   | 22852      | 04/30/2013 |             |            |      |           | 05/15/2013   |

| Account Number | Amount   | Invoice No     | Inv Date   | Description                | Task Label | Type | PO Number | Payment Date |
|----------------|----------|----------------|------------|----------------------------|------------|------|-----------|--------------|
| 005-005-508000 | 99.53    | 22853          | 04/30/2013 |                            |            |      |           | 05/15/2013   |
| Vendor Total:  | 3,944.14 |                |            |                            |            |      |           |              |
| Vendor 01585   |          |                |            | Clackamas, County of       |            |      |           |              |
| 003-003-303500 | 2,020.00 | 9302751        | 04/30/2013 | Connect Turnover 040913    |            |      |           | 05/15/2013   |
| 003-003-307500 | 406.50   | 2013-164       | 04/30/2013 |                            |            |      |           | 05/15/2013   |
| Vendor Total:  | 2,426.50 |                |            |                            |            |      |           |              |
| Vendor 01621   |          |                |            | Clackamas, County of       |            |      |           |              |
| 001-025-181900 | 6,349.33 | 38244          | 04/30/2013 | Dispatch Services          |            |      |           | 05/15/2013   |
| 001-026-191500 | 1,950.00 | 37482          | 04/30/2013 |                            |            |      |           | 05/15/2013   |
| Vendor Total:  | 8,299.33 |                |            |                            |            |      |           |              |
| Vendor 01630   |          |                |            | Clackamas, County of       |            |      |           |              |
| 001-025-174500 | 351.04   | 00001411N      | 04/30/2013 | Uniforms                   |            |      |           | 05/15/2013   |
| Vendor Total:  | 351.04   |                |            |                            |            |      |           |              |
| Vendor 01765   |          |                |            | Clackamas Steel & Mfg.     |            |      |           |              |
| 001-025-175500 | 11.00    | 227394         | 04/30/2013 | Supplies                   |            |      |           | 05/15/2013   |
| Vendor Total:  | 11.00    |                |            |                            |            |      |           |              |
| Vendor 01839M  |          |                |            | Coastal Farm & Home Supply |            |      |           |              |
| 005-005-507000 | 5.39     | 014383         | 04/30/2013 | Supplies                   |            |      |           | 05/15/2013   |
| 005-005-508500 | 7.17     | 014425         | 04/30/2013 |                            |            |      |           | 05/15/2013   |
| 004-004-406500 | 23.36    | 014266         | 04/30/2013 |                            |            |      |           | 05/15/2013   |
| Vendor Total:  | 35.92    |                |            |                            |            |      |           |              |
| Vendor 01893   |          |                |            | Comcast Cable              |            |      |           |              |
| 001-025-175500 | 35.78    | 0226429 4/6/1: | 04/30/2013 | Services                   |            |      |           | 05/15/2013   |
| Vendor Total:  | 35.78    |                |            |                            |            |      |           |              |
| Vendor 01893A  |          |                |            | Comcast Cable              |            |      |           |              |
| 001-021-115500 | 121.90   | 0724795 4/22/: | 04/30/2013 | Services                   |            |      |           | 05/15/2013   |
| Vendor Total:  | 121.90   |                |            |                            |            |      |           |              |
| Vendor 01893C  |          |                |            | Comcast Cable              |            |      |           |              |
| 001-021-115500 | 101.90   | 0044319 4/3/1: | 04/30/2013 | Services                   |            |      |           | 05/15/2013   |
| Vendor Total:  | 101.90   |                |            |                            |            |      |           |              |
| Vendor 01893D  |          |                |            | Comcast Cable              |            |      |           |              |
| 005-005-507000 | 131.39   | 0732582 4/21/: | 04/30/2013 | Services                   |            |      |           | 05/15/2013   |

| Account Number | Amount   | Invoice No | Inv Date   | Description   | Task Label | Type | PO Number | Payment Date |
|----------------|----------|------------|------------|---------------|------------|------|-----------|--------------|
| Vendor Total:  | 131.39   |            |            |               |            |      |           |              |
| Vendor 01916   |          |            |            |               |            |      |           |              |
| 001-021-116500 | 93.00    | 15659473   | 04/30/2013 | Ad            |            |      |           | 05/15/2013   |
| Vendor Total:  | 93.00    |            |            |               |            |      |           |              |
| Vendor 02113   |          |            |            |               |            |      |           |              |
| 001-025-173000 | 1,310.72 | 005-33980  | 04/30/2013 | Services      |            |      |           | 05/15/2013   |
| Vendor Total:  | 1,310.72 |            |            |               |            |      |           |              |
| Vendor 02245   |          |            |            |               |            |      |           |              |
| 001-025-177800 | 300.00   | 325017     | 04/30/2013 | Services      |            |      |           | 05/15/2013   |
| Vendor Total:  | 300.00   |            |            |               |            |      |           |              |
| Vendor 02510G  |          |            |            |               |            |      |           |              |
| 004-004-406500 | 750.00   | 04191301   | 04/30/2013 | Services      |            |      |           | 05/15/2013   |
| 003-003-308000 | 450.00   | 04191301   | 04/30/2013 | Services      |            |      |           | 05/15/2013   |
| Vendor Total:  | 1,200.00 |            |            |               |            |      |           |              |
| Vendor 02540   |          |            |            |               |            |      |           |              |
| 001-026-194000 | 149.70   | 64116      | 04/30/2013 | Services      |            |      |           | 05/15/2013   |
| Vendor Total:  | 149.70   |            |            |               |            |      |           |              |
| Vendor 02638P  |          |            |            |               |            |      |           |              |
| 005-005-507000 | 480.00   | 19928554   | 04/30/2013 | Services      |            |      |           | 05/15/2013   |
| Vendor Total:  | 480.00   |            |            |               |            |      |           |              |
| Vendor 02798   |          |            |            |               |            |      |           |              |
| 001-026-194000 | 663.00   | 117073     | 04/30/2013 | Services      |            |      |           | 05/15/2013   |
| 001-026-194000 | 2,511.48 | 117456     | 04/30/2013 | Services      |            |      |           | 05/15/2013   |
| Vendor Total:  | 3,174.48 |            |            |               |            |      |           |              |
| Vendor 03000   |          |            |            |               |            |      |           |              |
| 001-025-175500 | 49.93    | 042913     | 04/30/2013 | Reimbursement |            |      |           | 05/15/2013   |
| 001-025-175500 | 24.60    | 040913     | 04/30/2013 | Reimbursement |            |      |           | 05/15/2013   |
| Vendor Total:  | 74.53    |            |            |               |            |      |           |              |
| Vendor 03040   |          |            |            |               |            |      |           |              |
| 001-029-230500 | 143.15   | 99087040   | 04/30/2013 | Books         |            |      |           | 05/15/2013   |
| 001-029-230500 | 46.78    | 99089168   | 04/30/2013 | Books         |            |      |           | 05/15/2013   |
| Vendor Total:  | 189.93   |            |            |               |            |      |           |              |

| Account Number | Amount   | Invoice No    | Inv Date   | Description                              | Task Label | Type | PO Number | Payment Date |
|----------------|----------|---------------|------------|--|------------|------|-----------|--------------|
| Vendor 03148R  |          |               |            |  |            |      |           |              |
| 001-025-175500 | 313.20   | 248508        | 04/30/2013 | General Automotive Supply Co<br>Supplies |            |      |           | 05/15/2013   |
| Vendor Total:  | 313.20   |               |            |  |            |      |           |              |
| Vendor 03151   |          |               |            |  |            |      |           |              |
| 001-026-196000 | 103.75   | 492315        | 04/30/2013 | General Tree Service<br>Pow Wow Maint    |            |      |           | 05/15/2013   |
| Vendor Total:  | 103.75   |               |            |  |            |      |           |              |
| Vendor 03324N  |          |               |            |  |            |      |           |              |
| 001-022-125500 | 65.00    | 050313        | 04/30/2013 | Gray, Ronald L.<br>Pro Tem Judge         |            |      |           | 05/15/2013   |
| Vendor Total:  | 65.00    |               |            |  |            |      |           |              |
| Vendor 03333P  |          |               |            |  |            |      |           |              |
| 001-029-227500 | 29.84    | 042513        | 04/30/2013 | Green, Irene<br>Reimbursement            |            |      |           | 05/15/2013   |
| 001-029-227500 | 60.69    | 043013        | 04/30/2013 |  |            |      |           | 05/15/2013   |
| Vendor Total:  | 90.53    |               |            |  |            |      |           |              |
| Vendor 03601   |          |               |            |  |            |      |           |              |
| 001-029-225500 | 53.50    | 4930636       | 04/30/2013 | Hightsmith Co. Inc.<br>Supplies          |            |      |           | 05/15/2013   |
| Vendor Total:  | 53.50    |               |            |  |            |      |           |              |
| Vendor 03765   |          |               |            |  |            |      |           |              |
| 001-025-180500 | 600.00   | 05/15 - 06/15 | 04/30/2013 | Houston, Marc R<br>Supervising Physician |            |      |           | 05/15/2013   |
| Vendor Total:  | 600.00   |               |            |  |            |      |           |              |
| Vendor 03818   |          |               |            |  |            |      |           |              |
| 001-026-195500 | 336.22   | 1-639806      | 04/30/2013 | Honey Buckets<br>RestRooms               |            |      |           | 05/15/2013   |
| 001-026-195500 | 480.44   | 1-645238      | 04/30/2013 |  |            |      |           | 05/15/2013   |
| 001-026-195500 | 85.00    | 1-648939      | 04/30/2013 |  |            |      |           | 05/15/2013   |
| 001-026-195500 | 93.00    | 1-640491      | 04/30/2013 |  |            |      |           | 05/15/2013   |
| 001-026-195500 | 93.00    | 1-645323      | 04/30/2013 |  |            |      |           | 05/15/2013   |
| Vendor Total:  | 1,087.66 |               |            |  |            |      |           |              |
| Vendor 03865A  |          |               |            |  |            |      |           |              |
| 001-029-225000 | 196.52   | 258713        | 04/30/2013 | Indoor Billboard<br>Supplies             |            |      |           | 05/15/2013   |
| Vendor Total:  | 196.52   |               |            |  |            |      |           |              |
| Vendor 03931   |          |               |            |  |            |      |           |              |
| 001-029-230500 | 966.74   | 71255763      | 04/30/2013 | Ingram Library Services<br>Purchases     |            |      |           | 05/15/2013   |
| 001-029-231500 | 32.26    | 71255763      | 04/30/2013 |  |            |      |           | 05/15/2013   |
| 001-029-231500 | 49.00    | 71557826      | 04/30/2013 |  |            |      |           | 05/15/2013   |
| 001-029-230500 | 367.23   | 71632086      | 04/30/2013 |  |            |      |           | 05/15/2013   |

| Account Number | Amount   | Invoice No    | Inv Date   | Description | Task Label | Type | PO Number | Payment Date |
|----------------|----------|---------------|------------|-------------|------------|------|-----------|--------------|
| 001-029-231500 | 85.21    | 71632086      | 04/30/2013 |             |            |      |           | 05/15/2013   |
| 001-029-230500 | -17.84   | 71633851      | 04/30/2013 |             |            |      |           | 05/15/2013   |
| 001-029-230500 | 90.87    | 71537714      | 04/30/2013 |             |            |      |           | 05/15/2013   |
| 001-029-230500 | 21.99    | 71500482      | 04/30/2013 |             |            |      |           | 05/15/2013   |
| 001-029-230500 | 69.55    | 71560807      | 04/30/2013 |             |            |      |           | 05/15/2013   |
| 001-029-230500 | 75.23    | 71294691      | 04/30/2013 |             |            |      |           | 05/15/2013   |
| 001-029-231500 | 16.49    | 71294691      | 04/30/2013 |             |            |      |           | 05/15/2013   |
| 001-029-230500 | 261.20   | 71441518      | 04/30/2013 |             |            |      |           | 05/15/2013   |
| 001-029-231500 | 10.97    | 71441518      | 04/30/2013 |             |            |      |           | 05/15/2013   |
| 001-029-230500 | 627.36   | 71500482      | 04/30/2013 |             |            |      |           | 05/15/2013   |
| Vendor Total:  | 2,656.26 |               |            |             |            |      |           |              |
| Vendor 04127   |          |               |            | Services    |            |      |           |              |
| 001-029-228000 | 1,300.00 | 45            | 04/30/2013 |             |            |      |           | 05/15/2013   |
| Vendor Total:  | 1,300.00 |               |            |             |            |      |           |              |
| Vendor 04441   |          |               |            | Services    |            |      |           |              |
| 001-021-114500 | 800.00   | 14176         | 04/30/2013 |             |            |      |           | 05/15/2013   |
| Vendor Total:  | 800.00   |               |            |             |            |      |           |              |
| Vendor 04559   |          |               |            | Supplies    |            |      |           |              |
| 001-029-225500 | 100.14   | 52082         | 04/30/2013 |             |            |      |           | 05/15/2013   |
| Vendor Total:  | 100.14   |               |            |             |            |      |           |              |
| Vendor 04561P  |          |               |            | Supplies    |            |      |           |              |
| 001-025-180000 | 29.40    | 631311        | 04/30/2013 |             |            |      |           | 05/15/2013   |
| 001-025-180000 | 16.40    | 630612        | 04/30/2013 |             |            |      |           | 05/15/2013   |
| Vendor Total:  | 45.80    |               |            |             |            |      |           |              |
| Vendor 04606   |          |               |            | Services    |            |      |           |              |
| 001-024-161000 | 2,634.46 | 9449          | 04/30/2013 |             |            |      |           | 05/15/2013   |
| 001-021-116000 | 562.00   | 9449          | 04/30/2013 |             |            |      |           | 05/15/2013   |
| Vendor Total:  | 3,196.46 |               |            |             |            |      |           |              |
| Vendor 04650   |          |               |            | Services    |            |      |           |              |
| 001-022-124500 | 117.31   | Overpayment   | 04/30/2013 |             |            |      |           | 05/15/2013   |
| Vendor Total:  | 117.31   |               |            |             |            |      |           |              |
| Vendor 04733   |          |               |            | Supplies    |            |      |           |              |
| 001-021-116000 | 743.50   | 2/28 Town Hal | 04/30/2013 |             |            |      |           | 05/15/2013   |
| Vendor Total:  | 743.50   |               |            |             |            |      |           |              |

| Account Number                  | Amount                                 | Invoice No | Inv Date   | Description         | Task Label | Type | PO Number | Payment Date |
|---------------------------------|--|------------|------------|---------------------|------------|------|-----------|--------------|
| Vendor 04753<br>005-005-507000  | Maverick Welding Supply Inc<br>18.90   | 00864593   | 04/30/2013 | Supplies            |            |      |           | 05/15/2013   |
| Vendor Total:                   | 18.90                                  |            |            |                     |            |      |           |              |
| Vendor 04831<br>004-004-409000  | Meterreaders<br>1,964.46               | 6137       | 04/30/2013 | Meter Read Contract |            |      |           | 05/15/2013   |
| Vendor Total:                   | 1,964.46                               |            |            |                     |            |      |           |              |
| Vendor 04833<br>003-003-308000  | Meter Mix Concrete Service<br>184.00   | 22816      | 04/30/2013 | Storm Improvements  |            |      |           | 05/15/2013   |
| 003-003-308000                  | 466.00                                 | 22869      | 04/30/2013 |                     |            |      |           | 05/15/2013   |
| Vendor Total:                   | 650.00                                 |            |            |                     |            |      |           |              |
| Vendor 04900<br>001-029-231500  | Midwest Tape<br>13.64                  | 90899887   | 04/30/2013 | Non Pint            |            |      |           | 05/15/2013   |
| 001-029-231500                  | 31.49                                  | 90916809   | 04/30/2013 |                     |            |      |           | 05/15/2013   |
| 001-029-231500                  | 49.33                                  | 90916807   | 04/30/2013 |                     |            |      |           | 05/15/2013   |
| 001-029-231500                  | 14.99                                  | 90899885   | 04/30/2013 |                     |            |      |           | 05/15/2013   |
| 001-029-231500                  | 27.28                                  | 90884222   | 04/30/2013 |                     |            |      |           | 05/15/2013   |
| 001-029-231500                  | 62.98                                  | 90884221   | 04/30/2013 |                     |            |      |           | 05/15/2013   |
| 001-029-231500                  | 26.99                                  | 90884220   | 04/30/2013 |                     |            |      |           | 05/15/2013   |
| 001-029-231500                  | 14.99                                  | 90884158   | 04/30/2013 |                     |            |      |           | 05/15/2013   |
| Vendor Total:                   | 241.69                                 |            |            |                     |            |      |           |              |
| Vendor 04965<br>001-026-194000  | Moen Machinery Company<br>21.36        | 386160     | 04/30/2013 | Services            |            |      |           | 05/15/2013   |
| 001-026-194000                  | 71.40                                  | 386161     | 04/30/2013 |                     |            |      |           | 05/15/2013   |
| Vendor Total:                   | 92.76                                  |            |            |                     |            |      |           |              |
| Vendor 04983A<br>001-025-175500 | Monte, Stan<br>53.35                   | 032313     | 04/30/2013 | Reimbursement       |            |      |           | 05/15/2013   |
| Vendor Total:                   | 53.35                                  |            |            |                     |            |      |           |              |
| Vendor 05006<br>005-005-504500  | Morton's, Larry Transmission<br>428.24 | 3032189    | 04/30/2013 | Services            |            |      |           | 05/15/2013   |
| Vendor Total:                   | 428.24                                 |            |            |                     |            |      |           |              |
| Vendor 05009<br>001-025-177800  | Motorola Solutions Inc<br>1,773.02     | 13954237   | 04/30/2013 | Services            |            |      |           | 05/15/2013   |
| Vendor Total:                   | 1,773.02                               |            |            |                     |            |      |           |              |
| Vendor 05399                    | Nicoli, D P Inc<br>1,773.02            |            |            | Storm Improvements  |            |      |           |              |

| Account Number | Amount   | Invoice No   | Inv Date   | Description               | Task Label | Type | PO Number | Payment Date |
|----------------|----------|--------------|------------|---------------------------|------------|------|-----------|--------------|
| 003-003-308000 | 579.90   | IR77985      | 04/30/2013 |                           |            |      |           | 05/15/2013   |
| Vendor Total:  | 579.90   |              |            |                           |            |      |           |              |
| Vendor 05521   |          |              |            | Gas Billing               |            |      |           |              |
| 001-025-177500 | 69.45    | 148988-9     | 04/30/2013 |                           |            |      |           | 05/15/2013   |
| Vendor Total:  | 69.45    |              |            |                           |            |      |           |              |
| Vendor 05610   |          |              |            | Services                  |            |      |           |              |
| 001-026-194000 | 1,232.00 | 78373        | 04/30/2013 |                           |            |      |           | 05/15/2013   |
| Vendor Total:  | 1,232.00 |              |            |                           |            |      |           |              |
| Vendor 05656   |          |              |            | Water Purchases           |            |      |           |              |
| 004-004-405000 | 284.72   | 99-01148-001 | 04/30/2013 |                           |            |      |           | 05/15/2013   |
| 004-004-405000 | 740.08   | 99-01157-001 | 04/30/2013 |                           |            |      |           | 05/15/2013   |
| Vendor Total:  | 1,024.80 |              |            |                           |            |      |           |              |
| Vendor 05675   |          |              |            | Supplies                  |            |      |           |              |
| 001-021-113000 | 199.68   | 653135055001 | 04/30/2013 |                           |            |      |           | 05/15/2013   |
| 001-022-124500 | 5.18     | 653135055001 | 04/30/2013 |                           |            |      |           | 05/15/2013   |
| 001-029-225500 | 10.73    | 65122428001  | 04/30/2013 |                           |            |      |           | 05/15/2013   |
| 001-021-113000 | 2.74     | 655159872001 | 04/30/2013 |                           |            |      |           | 05/15/2013   |
| 001-022-124500 | 60.82    | 655159871001 | 04/30/2013 |                           |            |      |           | 05/15/2013   |
| 001-022-124500 | 3.51     | 655159663001 | 04/30/2013 |                           |            |      |           | 05/15/2013   |
| 001-029-225500 | 51.85    | 643474521001 | 04/30/2013 |                           |            |      |           | 05/15/2013   |
| 001-029-225500 | 18.80    | 653923485001 | 04/30/2013 |                           |            |      |           | 05/15/2013   |
| 001-029-225500 | 39.92    | 653923486001 | 04/30/2013 |                           |            |      |           | 05/15/2013   |
| Vendor Total:  | 393.23   |              |            |                           |            |      |           |              |
| Vendor 05684N  |          |              |            | Storm Improve             |            |      |           |              |
| 003-003-308000 | 980.00   | 020148783    | 04/30/2013 |                           |            |      |           | 05/15/2013   |
| 003-003-308000 | 1,173.00 | 020148497    | 04/30/2013 |                           |            |      |           | 05/15/2013   |
| Vendor Total:  | 2,153.00 |              |            |                           |            |      |           |              |
| Vendor 05694   |          |              |            | Storm Improve             |            |      |           |              |
| 003-003-308000 | 670.27   | 0000235976   | 04/30/2013 |                           |            |      |           | 05/15/2013   |
| Vendor Total:  | 670.27   |              |            |                           |            |      |           |              |
| Vendor 06148   |          |              |            | Court Security            |            |      |           |              |
| 001-022-127000 | 779.50   | 1527         | 04/30/2013 |                           |            |      |           | 05/15/2013   |
| Vendor Total:  | 779.50   |              |            |                           |            |      |           |              |
| Vendor 06587   |          |              |            | Copier                    |            |      |           |              |
|                |          |              |            | Pacific Office Automation |            |      |           |              |

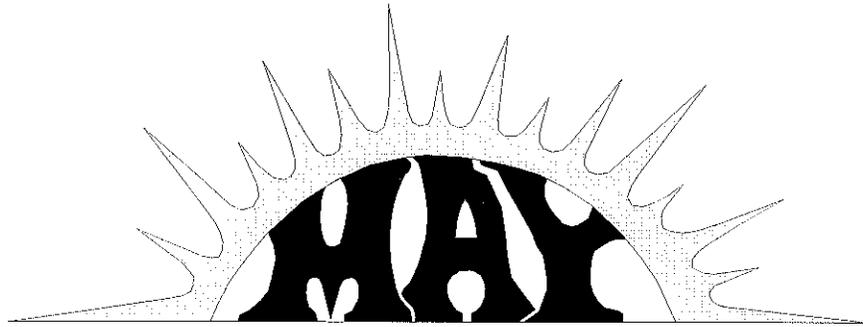
| Account Number | Amount   | Invoice No | Inv Date   | Description                  | Task Label | Type | PO Number | Payment Date |
|----------------|----------|------------|------------|------------------------------|------------|------|-----------|--------------|
| 001-029-226500 | 429.30   | 17468113   | 04/30/2013 |                              |            |      |           | 05/15/2013   |
| 001-029-226500 | 429.30   | 17758571   | 04/30/2013 |                              |            |      |           | 05/15/2013   |
| Vendor Total:  | 858.60   |            |            |                              |            |      |           |              |
| Vendor 06640   |          |            |            | Paramount Pest Control Inc   |            |      |           |              |
| 001-021-110500 | 48.00    | 46325      | 04/30/2013 | Services                     |            |      |           | 05/15/2013   |
| 001-021-110500 | 48.00    | 46335      | 04/30/2013 |                              |            |      |           | 05/15/2013   |
| Vendor Total:  | 96.00    |            |            |                              |            |      |           |              |
| Vendor 06816   |          |            |            | Penworthy Company            |            |      |           |              |
| 001-029-230500 | 144.72   | 546211     | 04/30/2013 | Books                        |            |      |           | 05/15/2013   |
| Vendor Total:  | 144.72   |            |            |                              |            |      |           |              |
| Vendor 06936   |          |            |            | Polyline LLC                 |            |      |           |              |
| 001-029-225500 | 107.66   | 01045910   | 04/30/2013 | Supplies                     |            |      |           | 05/15/2013   |
| Vendor Total:  | 107.66   |            |            |                              |            |      |           |              |
| Vendor 07021   |          |            |            | Portland General Electric    |            |      |           |              |
| 001-021-109500 | 678.40   | 043013     | 04/30/2013 | Electric Bill                |            |      |           | 05/15/2013   |
| 001-025-177500 | 569.01   | 043013     | 04/30/2013 |                              |            |      |           | 05/15/2013   |
| 001-026-193500 | 482.08   | 043013     | 04/30/2013 |                              |            |      |           | 05/15/2013   |
| 001-028-213500 | 445.06   | 043013     | 04/30/2013 |                              |            |      |           | 05/15/2013   |
| 001-029-224500 | 742.02   | 043013     | 04/30/2013 |                              |            |      |           | 05/15/2013   |
| 003-003-302500 | 42.13    | 043013     | 04/30/2013 |                              |            |      |           | 05/15/2013   |
| 004-004-406000 | 1,180.21 | 043013     | 04/30/2013 |                              |            |      |           | 05/15/2013   |
| 005-005-506000 | 67.22    | 043013     | 04/30/2013 |                              |            |      |           | 05/15/2013   |
| 005-005-507000 | 264.91   | 043013     | 04/30/2013 |                              |            |      |           | 05/15/2013   |
| 005-005-508000 | 580.81   | 043013     | 04/30/2013 |                              |            |      |           | 05/15/2013   |
| Vendor Total:  | 5,051.85 |            |            |                              |            |      |           |              |
| Vendor 07027   |          |            |            | Portland Habilitation Center |            |      |           |              |
| 001-021-108500 | 382.96   | 79861      | 04/30/2013 | Jan. Services                |            |      |           | 05/15/2013   |
| 001-021-108500 | 75.55    | 79862      | 04/30/2013 |                              |            |      |           | 05/15/2013   |
| Vendor Total:  | 458.51   |            |            |                              |            |      |           |              |
| Vendor 07061   |          |            |            | Portland Win Supply Co       |            |      |           |              |
| 003-003-308000 | 83.46    | 002329-00  | 04/30/2013 | Supplies                     |            |      |           | 05/15/2013   |
| 003-003-308000 | 475.32   | 002135-00  | 04/30/2013 |                              |            |      |           | 05/15/2013   |
| 003-003-308000 | 492.64   | 002135-01  | 04/30/2013 |                              |            |      |           | 05/15/2013   |
| 003-003-308000 | 152.05   | 002135-02  | 04/30/2013 |                              |            |      |           | 05/15/2013   |
| 003-003-308000 | 43.00    | 002290-00  | 04/30/2013 |                              |            |      |           | 05/15/2013   |
| 003-003-308000 | 356.24   | 002316-00  | 04/30/2013 |                              |            |      |           | 05/15/2013   |
| 003-003-308000 | 43.68    | 002322-00  | 04/30/2013 |                              |            |      |           | 05/15/2013   |

| Account Number | Amount   | Invoice No   | Inv Date   | Description                | Task Label | Type | PO Number | Payment Date |
|----------------|----------|--------------|------------|----------------------------|------------|------|-----------|--------------|
| Vendor Total:  | 1,646.39 |              |            |                            |            |      |           |              |
| Vendor 07110   |          |              |            | Books                      |            |      |           | 05/15/2013   |
| 001-029-230500 | 54.00    | 10507889     | 04/30/2013 |                            |            |      |           |              |
| Vendor Total:  | 54.00    |              |            |                            |            |      |           |              |
| Vendor 07480   |          |              |            | Filter                     |            |      |           | 05/15/2013   |
| 001-029-226500 | 49.95    | 174284       | 04/30/2013 |                            |            |      |           |              |
| Vendor Total:  | 49.95    |              |            |                            |            |      |           |              |
| Vendor 07488S  |          |              |            | IT Support                 |            |      |           | 05/15/2013   |
| 001-021-115500 | 5,161.46 | 46           | 04/30/2013 |                            |            |      |           |              |
| Vendor Total:  | 5,161.46 |              |            |                            |            |      |           |              |
| Vendor 07510M  |          |              |            | Monthly contract           |            |      |           | 05/15/2013   |
| 001-021-113000 | 413.90   | 88830794     | 04/30/2013 |                            |            |      |           |              |
| Vendor Total:  | 413.90   |              |            |                            |            |      |           |              |
| Vendor 07596A  |          |              |            | Repairs/Maint              |            |      |           | 05/15/2013   |
| 001-028-212000 | 674.50   | W53339       | 04/30/2013 |                            |            |      |           |              |
| Vendor Total:  | 674.50   |              |            |                            |            |      |           |              |
| Vendor 07598P  |          |              |            | Refund of overpayment      |            |      |           | 05/15/2013   |
| 001-022-124500 | 215.00   | IN033927     | 04/30/2013 |                            |            |      |           |              |
| Vendor Total:  | 215.00   |              |            |                            |            |      |           |              |
| Vendor 07960   |          |              |            | Services                   |            |      |           | 05/15/2013   |
| 005-005-509000 | 210.00   | SGL12-037-03 | 04/30/2013 |                            |            |      |           | 05/15/2013   |
| 005-005-509000 | 120.00   | SGL12-048-02 | 04/30/2013 |                            |            |      |           | 05/15/2013   |
| 005-005-509000 | 4,030.00 | SGL13-002-02 | 04/30/2013 |                            |            |      |           | 05/15/2013   |
| 003-003-308000 | 4,402.00 | SGL13-002-02 | 04/30/2013 |                            |            |      |           | 05/15/2013   |
| 003-003-307700 | 390.00   | SGL13-006-01 | 04/30/2013 |                            |            |      |           | 05/15/2013   |
| 003-003-307700 | 552.00   | SGL12-047A-( | 04/30/2013 |                            |            |      |           | 05/15/2013   |
| Vendor Total:  | 9,704.00 |              |            |                            |            |      |           |              |
| Vendor 08019   |          |              |            | April Prosecuting Services |            |      |           | 05/15/2013   |
| 001-022-123000 | 3,000.00 | 31           | 04/30/2013 |                            |            |      |           |              |
| Vendor Total:  | 3,000.00 |              |            |                            |            |      |           |              |
| Vendor 08022   |          |              |            | Conference expenses        |            |      |           | 05/15/2013   |
| 001-025-174000 | 330.51   | 04292013     | 04/30/2013 |                            |            |      |           | 05/15/2013   |
| 001-025-173500 | 18.98    | 041213       | 04/30/2013 |                            |            |      |           | 05/15/2013   |

| Account Number | Amount   | Invoice No   | Inv Date   | Description          | Task Label | Type | PO Number | Payment Date |
|----------------|----------|--------------|------------|----------------------|------------|------|-----------|--------------|
| Vendor Total:  | 349.49   |              |            |                      |            |      |           |              |
| Vendor 08205   |          |              |            | Services             |            |      |           |              |
| 001-025-173000 | 302.80   | 0002591CL961 | 04/30/2013 |                      |            |      |           | 05/15/2013   |
| Vendor Total:  | 302.80   |              |            |                      |            |      |           |              |
| Vendor 08260G  |          |              |            | Indigent defense     |            |      |           |              |
| 001-022-123500 | 625.00   | 042913       | 04/30/2013 |                      |            |      |           | 05/15/2013   |
| Vendor Total:  | 625.00   |              |            |                      |            |      |           |              |
| Vendor 08261   |          |              |            | Supplies             |            |      |           |              |
| 001-029-229600 | 65.97    | 13042487     | 04/30/2013 |                      |            |      |           | 05/15/2013   |
| Vendor Total:  | 65.97    |              |            |                      |            |      |           |              |
| Vendor 08261T  |          |              |            | Maintenance          |            |      |           |              |
| 001-021-110500 | 298.00   | 2062         | 04/30/2013 |                      |            |      |           | 05/15/2013   |
| Vendor Total:  | 298.00   |              |            |                      |            |      |           |              |
| Vendor 08376M  |          |              |            | Supplies             |            |      |           |              |
| 001-025-182000 | 254.28   | 9002412      | 04/30/2013 |                      |            |      |           | 05/15/2013   |
| Vendor Total:  | 254.28   |              |            |                      |            |      |           |              |
| Vendor 08465   |          |              |            | Supplies             |            |      |           |              |
| 003-003-308000 | 267.79   | 163127       | 04/30/2013 |                      |            |      |           | 05/15/2013   |
| Vendor Total:  | 267.79   |              |            |                      |            |      |           |              |
| Vendor 08652   |          |              |            | Maintenance          |            |      |           |              |
| 001-025-173000 | 1,342.25 | 571323       | 04/30/2013 |                      |            |      |           | 05/15/2013   |
| Vendor Total:  | 1,342.25 |              |            |                      |            |      |           |              |
| Vendor 08666p  |          |              |            | Swearing in ceremony |            |      |           |              |
| 001-025-175500 | 195.00   | 041213       | 04/30/2013 |                      |            |      |           | 05/15/2013   |
| Vendor Total:  | 195.00   |              |            |                      |            |      |           |              |
| Vendor 08751   |          |              |            | Rental               |            |      |           |              |
| 005-005-505000 | 2,826.70 | 109845891-00 | 04/30/2013 |                      |            |      |           | 05/15/2013   |
| 004-004-415500 | 340.18   | 110223668-00 | 04/30/2013 |                      |            |      |           | 05/15/2013   |
| Vendor Total:  | 3,166.88 |              |            |                      |            |      |           |              |
| Vendor 08799   |          |              |            | Supplies             |            |      |           |              |
| 003-003-303000 | 1,716.85 | 933358       | 04/30/2013 |                      |            |      |           | 05/15/2013   |
| 003-003-303000 | 1,368.63 | 933503       | 04/30/2013 |                      |            |      |           | 05/15/2013   |

| Account Number | Amount    | Invoice No | Inv Date   | Description | Task Label | Type | PO Number | Payment Date |
|----------------|-----------|------------|------------|-------------|------------|------|-----------|--------------|
| 003-003-303000 | 84.13     | 944178     | 04/30/2013 |             |            |      |           | 05/15/2013   |
| Vendor Total:  | 3,169.61  |            |            |             |            |      |           |              |
| Vendor 08943a  |           |            |            |             |            |      |           |              |
| 001-025-177800 | 340.33    | 9703469619 | 04/30/2013 | Services    |            |      |           |              |
| Vendor Total:  | 340.33    |            |            |             |            |      |           | 05/15/2013   |
| Vendor 08943c  |           |            |            |             |            |      |           |              |
| 005-005-507000 | 40.01     | 9703469622 | 04/30/2013 | Services    |            |      |           |              |
| Vendor Total:  | 40.01     |            |            |             |            |      |           | 05/15/2013   |
| Vendor 08970   |           |            |            |             |            |      |           |              |
| 001-029-225500 | 80.37     | IN679317   | 04/30/2013 | Supplies    |            |      |           |              |
| 001-029-225500 | 38.51     | IN679254   | 04/30/2013 |             |            |      |           | 05/15/2013   |
| Vendor Total:  | 118.88    |            |            |             |            |      |           | 05/15/2013   |
| Vendor 09300   |           |            |            |             |            |      |           |              |
| 001-021-116500 | 45.00     | 175399     | 04/30/2013 | Drug Tests  |            |      |           |              |
| Vendor Total:  | 45.00     |            |            |             |            |      |           |              |
| Vendor 09354   |           |            |            |             |            |      |           |              |
| 005-005-504500 | 174.40    | 004521     | 04/30/2013 | Supplies    |            |      |           |              |
| Vendor Total:  | 174.40    |            |            |             |            |      |           | 05/15/2013   |
| Report Total:  | 98,234.86 |            |            |             |            |      |           |              |





## **CORRESPONDENCE**





Date: April 17, 2013

To: Pete Boyce, City Manager  
City Council

From: Linda Cosgrove, Beverly Anslow, Cecily Sullivan & Rose Johnson

RE: Library outsourcing/privatization—Question  
Subject: CITIZENS RIGHT TO VOTE, YES OR NO

Pete Boyce, Mayor Byers, & City Council:

We request the City Council to **refer** the Question to be placed on the ballot, yes or no, “to *outsource/privatize our Gladstone library’s operations and maintenance to a private party*”. Please schedule an election at the earliest regular election date.

Under City Council procedure, we ask Mayor Byers, or a City Councilor to place this matter on the next City Council Meeting Agenda, May 14, 2013. (Or the upcoming worksession)

In the meantime,

--We request the City Council to cease and desist from all public and private meetings, deliberations, discussions, planning and investigation into the idea of outsourcing/privatizing our current library.

--We request the City Council to revoke their March 12, 2013 decision to “look in to” outsourcing/privatization.

--We request the City Council not to agree to any outsourcing/privatizing proposal or contract, verbal or in writing.

A vote by the people will settle this question fairly.

Sincerely,

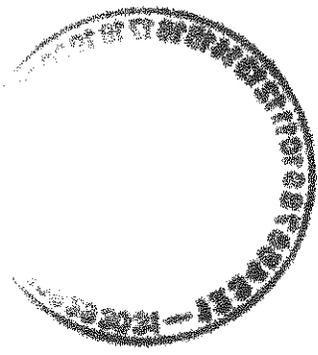
Linda Cosgrove

*Linda Cosgrove*  
Cecily Sullivan  
*Cecily Sullivan*

Beverly Anslow

*Beverly Anslow*  
Rose Johnson  
*Rose Johnson*

cc: All email list(s) for Council & Planning Commission meetings, city departments, boards, & committees



## Peter Boyce

---

**From:** HERB [herbo6@centurylink.net]  
**Sent:** Thursday, April 18, 2013 10:31 AM  
**To:** City Council  
**Cc:** Peter Boyce  
**Subject:** Outsourcing

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

I am totally against outsourcing operation of our library. I don't understand the reasoning for such a move.

If the council is hell-bent on outsourcing services, I suggest that you start with the fire department, which could easily be outsourced to the Clackamas Fire District. Oak Lodge and Oregon City have found this arrangement to work well. I believe this arrangement would actually improve our fire and medical response services.

Our police services could also be outsourced to the County Sheriff's office although I'm afraid our police services would be diminished.

Herb Oetken

6767 Oakridge Drive

Gladstone



Shear Delight  
120 E. Arlington  
Gladstone, Oregon  
97027

Gladstone City Council  
Gladstone, Oregon

Council members,

Shear Delight Hair Salon has been a business in Gladstone for 33 years.

When we opened, the salon had an issue with 'park and riders' parking in front of our business and taking our parking spaces. The city helped us by installing a 2 hour parking sign at the corner of Arlington and Portland Avenue. This unmonitored sign opened our parking.

With these parking spaces and Dr. Beutler letting us park on his lot on Friday and Saturday we have had adequate parking for 33 years.

Now, Dr. Sawyer does not want us to park on the lot at any time. The neighbor to the east chooses to park between his property and our driveway, eliminating two parking spaces. The car is parked there for up to two weeks at a time. What we have left is three parking spaces for clients of eight workers.

What Shear Delight would like the city to do is install a second 2 hour parking sign between our driveway and the neighbor to the east. This would cause him to have to park in front of his own house.

Sincerely,  
Jaye and Yvonne Phillips  
Owners of Shear Delight



# peace

- [Stanley Jones](#)
- [Wade Byers](#)
- [Hal Bussch](#)
- [Ray Jaren](#)
- [7 More...](#) From email sent to all below and Attorney Richard King too!

HAVE OBAMA IMPEDE  
CLERGYSTOCK SUPREME  
COURTS SEE JOHN2:13

Mayor : Wade Byers Council: Hal Bussch, Ray Jaren, Kari Martines, Tom Mersereau, Len Nelson,  
Neal Reisner, [Pete Boyce, and Sean Boyle.]

Give me an everlasting parking permit at address in Gladstone Oregon and touch me not and keep that area in top shape and form! May 4, 2013 before May 8, 2013. Sincerely, thank you S.N.J. ☺

Honorable Gladsatone City Hall Mayor and Council,

As secular authorites attempt to impede our effort, then with that same degree of zeal we work to protect our witnessing activites ETC., ETC., ETC.!

Our unique unprecedented history is haild as a landmark for individual freedom against church or state deliberately and premeditated acts against our personal rights and freedoms in any shape or form by high or low in church or state! It has backfired on those who try to impede our effort to worship only Jehovah God as the only true God! If you touch them you are touching Jehovah's eyeball! And he will react to that! (Zechariah 2:8)\*

International amnesty from church and state forced rule for an ambassador for Christ kingship who's Father Jehovah owns the whole earth and heavens is a divine right from Jehovah God himself! DO NOT IMPEDE THEIR RIGHTS OR FREEDOMS IN ANY FORM OR SHAPE!

HAVE OBAMA IMPEDE  
CLERGYSTOCK SUPREME  
COURTS SEE JOHN2:13

Friday, 03 May, 2013

8-1

HAVE OBAMA IMPEDE  
CLERGYSTOCK SUPREME  
COURTS SEE JOHN2:16

TRANSMISSION VERIFICATION REPORT

TIME : 05/04/2013 17:55  
NAME : MILWAUKIE FEDEX OFFI  
FAX : 5033530125  
TEL : 5033530123  
SER.# : 000FIN883496

DATE, TIME  
FAX NO./NAME  
DURATION  
PAGE(S)  
RESULT  
MODE

- 05/04 17:55  
- 12024562461 - Obama  
00:00:27  
01  
OK  
FINE  
EOM

peace

HAVE OBAMA IMPEDE  
CLERGYSTOCK SUPREME  
COURTS SEE JOHN2:16

Honorable Gladsatone City Hall Mayor and Council,

As secular authorites attempt to impede our effort, then with that same degree of zeal we work to protect our witnessing activites ETC., ETC., ETC.!

Our unique unprecedented history is hailed as a landmark for individual freedom against church or state deliberately and premeditated acts against our personal rights and freedoms in any shape or form by high or low in church or state! It has backfired on those who try to impede our effort to worship only Jehovah God as the only true God! If you touch them you are touching Jehovah's eyeball! And he will react to that! (Zechariah 2:8)

8-2

International amnesty from church and state forced rule for an ambassador for Christ kingship who's Father

Honorable Gladsatone City Hall Mayor and Council,

As secular authorites attempt to impede our effort, then with that same degree of zeal we work to protect our witnessing activites ETC., ETC., ETC.!

Our unique unprecedented history is haild as a landmark for individual freedom against church or state deliberately and premeditated acts against our personal rights and freedoms in any shape or form by high or low in church or state! It has backfired on those who try to impede our effort to worship only Jehovah God as the only true God! If you touch them you are touching Jehovah's eyeball! And he will react to that! (Zechariah 2:8)

International amnesty from church and state forced rule for an ambassador for Christ kingship who's Father Jehovah owns the whole earth and heavens is a divine right from Jehovah God himself! DO NOT IMPEDE THEIR RIGHTS OR FREEDOMS IN ANY FORM OR SHAPE!

Friday, 03 May, 2013

HAVE OBAMA IMPEDE  
CLERK STOCK SUPREME  
COURTS SEE JOHN 2:16

peace

**Gladstone Oregon Mayor and City Council**  
**At City Hall 525 Portland Ave., Gladstone, OR 97027**

Mayor: Wade Byers, Council: Hal Bussch, Ray Jaren, Kari Martinez, Tom Mersereau, Len Nelson, and Neal Reisner. I Stanley N. Jones was there the night of the 9th about my motor home permit at 545 E. Clarendon St. Thank you for that permit. That gives me a little time to work out my [our] real needs.

In the Your Answer Guide it says on page 12, "The Gladstone area was among the first in Oregon to see white settlers, who lived alongside the area's Indians." They "met [at the "Pow-Wow" maple tree] to make trading agreements, settle community affairs and conduct wedding ceremonies." it says. Now they met at Gladstone City Hall.

**From 2011 DVD of Jehovah's Witnesses FAITH IN ACTION part 2: LET THE LIGHT SHINE**

In 1943 the United States Supreme Court rendered 21 decisions favorable to Jehovah's witnesses. Quebec's head of State, Premier Maurice Duplessis, made it his personal ambition to silence Jehovah's Witnesses. But his efforts backfired. After a 12-year battle, the Canadian Supreme Court convicted Duplessis for his harassment of Jehovah's Witnesses. The condemnation of the premier of a province, was unprecedented in Canadian history, and it was hailed as a landmark for individual freedom. Legal battles were not limited to North America. In Greece, some 20,000 arrests were carried out against Jehovah's Witnesses. Over a period of 48 years, Minos Kokkinakis was arrested more than 60 times for preaching. He spent years in prison and in exile. [speaking Greek] If I was keeping a book, how could I write it, one, two, three, five, ten, many times I was in prison and exile. That was a whole life-50 years! They sentenced us deliberately and premeditated. Finally in 1993, the European Court of Human Rights upheld the right of a Greek citizen to teach his religious beliefs to others and ruled that Greece had violated the freedom of Minos Kokkinakis. To date, Jehovah's Witnesses have won over 200 favorable decisions in the highest courts on earth. Burning deep within the hearts of Jehovah's Witnesses is the desire to show Jehovah how much we love him. As secular authorities attempt to impede our effort, then with that same degree of zeal we work to protect our witnessing activities. [From some who were tested here:] To know that if you put your trust in Jehovah he will help you through it no matter what. The wonderful thing about persecution, if I can call it that, is that it demands...it demands a firm decision. Jehovah is a powerful fighter. Who can fight with him? No matter how much opposition we may face or what form or shape it may take, our trust in Jehovah will never let us down. He's backing us up.

International amnesty from church and state forced rule for an ambassador for Christ kingship who's Father Jehovah owns the whole earth and heavens. Therefore, where Jehovah wants his ambassador to live, do not cause him any problems in any shape or form! No human government or religious rituals needed just adjust the law as needed to right the wrong done to that ambassador. This will not set an precedent for others but a unique answer to a unique needed fix for mankind. First move toward loving theocratic rule for mankind who can see the real need for divine loving rule not human hurtful rule lead by wolves like religious leaders globally! (Mathew 7:15-23)

P.S. Due to religious reasons I cannot live in the same house with my ex-wife, so I live outside the house. There is good reason at this time not to remarry her. She moved to end the marriage without good cause therefore I study who she is at heart until I have a good picture of who she really is. I do not want to misjudge her. That takes some time! I too have things to work on and that also takes time. I want to make sure we are on the same page in our worship of Jehovah and work together not against that right aim in life. If anyone would like to see that DVD let me know! If you have a good heart that light will shine in it! Sincerely Stanley Nathan Jones, May 02, 2013.

Stanley N. Jones  
545 E. Clarendon St.  
Gladstone, OR 97027

For Gladstone City Mayor and Council:

Study for this weekend, <sup>First</sup> Sunday in May  
Stanley N. Jones

"tribulation or persecution" on account of the word would cause some individuals to stumble. Whatever the source of that persecution—family, neighbors, or governmental authorities—it may particularly affect one who "has no root in himself," who lacks spiritual depth. (Matt. 13:21) However, if we maintain an upright heart condition, the Kingdom seed will help us develop deep stabilizing roots to our faith. When beset with trials, endeavor to meditate prayerfully on praiseworthy things. (Read *Philippians 4:6-9*.) In Jehovah's strength, we will withstand trials, not allowing troubling situations to be stumbling blocks.

<sup>19</sup> Sadly, over the years some have let the imperfections of others knock them out of the race. Differences in viewpoints in matters of conscience have become stumbling blocks for them. (1 Cor. 8:12, 13) If someone offends us, will we allow this to become a major issue? The Bible admonishes Christians to stop judging, to forgive others, and to avoid insisting on personal rights. (Luke 6:37) When you face a possible stumbling stone, ask yourself: 'Am I judging others based on my own preferences? Knowing that my brothers are imperfect, will I let someone's lack of perfection take me out of the race for life?' Love for Jehovah can help us be resolved not to allow anything another human does hinder us from crossing the finish line.

**RUN WITH ENDURANCE  
—AVOID STUMBLING**

<sup>20</sup> Are you determined to "run the course to the finish"? (2 Tim. 4:7, 8) Then

19. How can we prevent an offense from becoming a stumbling block?

20, 21. What are you determined to do in the race for life?



Allow nothing to stop you from completing the race!

personal study is a must. Use the Bible and our theocratic publications to help you do research, meditate, and identify potential stumbling blocks. Beg for holy spirit to give you the spiritual stamina you need. Remember, no runner is doomed to fail in the race for life just because he stumbles or falls on occasion. He can get up and get back into the race. He may even use potential stumbling stones as stepping stones, learning valuable lessons from any challenge to his faith.

<sup>21</sup> The Bible describes participation in the race for everlasting life as active, not passive. It is not like getting on a bus that simply carries those on board to victory. We must run the race for life ourselves. As we do, "abundant peace" from Jehovah will be like wind at our back. (Ps. 119:165) We can be confident of his continued blessings now and unending blessings to come for all who finish the race.—Jas. 1:12

By Carl Bialik [http://online.wsj.com/article/numbers\\_guy.html](http://online.wsj.com/article/numbers_guy.html)

"Bill for Bombing can be hard to Tally" [numbersguy@wsj.com](mailto:numbersguy@wsj.com) [www.WSJ.com/NumbersGuy](http://www.WSJ.com/NumbersGuy)

The Wall Street Journal Weekend Saturday/Sunday April 27-28, 2013

Pete Boyce and Mayor  
and Council April 30th, 2013

8-6

**Carl you ask: How much will the attacks harm the economies of Boston and the U.S.?"**

"As investigators try to uncover the motives and methods of the alleged Boston Marathon bombers, another mystery may take longer to solve: How much will the attacks harm the economies of Boston and the U.S.?"

Can this help the economy below? And stop the bullying by living up to Galatians 6:1 as well? It is a religious view like no other on earth in fact! It is a conflict between love of God and Money! <http://bible.cc/matthew/6-24.htm>

Carl, religious or not reason on this info! If you like Carl, make a hard-copy and send it to Obama, this is new to what he got the first time. And I am using my other name on this one. Until I know your view!

**Part of this was sent to the Obama family as a gift of truth as a economy fix beyond the USA too, which nations will use the United Nations to do that with to fix the economy!**

**Spiritual Jew's not Fleshly Jew's Today God is working with!**

No bullying by religious leaders toward peaceful true Christians of any form! They are hurtles toward their beloved neighbors. (Zechariah 2:1-13) "For he that is touching you is touching my eyeball." [NW Bible] <http://bible.cc/zechariah/2-8.htm>  
<http://www.jw.org/en/publications/bible/zechariah/2#v-8> Zechariah 2:1-13 is about spiritual Jew's today not fleshly! Fleshly Jerusalem was abandoned see why below.

<sup>37</sup>"Jérusalem, Jerusalem, the killer of the prophets and stoner of those sent forth to her,—how often I wanted to gather your children together, the way a hen gathers her chicks together under her wings! But YOU people did not want it.<sup>38</sup>Look! YOUR house is abandoned to YOU.<sup>39</sup>For I say to YOU, YOU will by no means see me from henceforth **until YOU say, 'Blessed is he that comes in Jehovah's name!'**" (Matthew 23: 37-39) <http://bible.cc/matthew/23-39.htm> Note name in: **Aramaic Bible in Plain English (©2010)**

**Jehovah's Witnesses used the human courts to fight with not fleshly war weapons!**

<http://bible.cc/matthew/7-15.htm> [15-23] **Wolves, dishonest religious leaders globally!**  
<http://bible.cc/isaiah/54-17.htm> **Their weapons will not work against God's true people!**  
[http://bible.cc/2\\_corinthians/10-4.htm](http://bible.cc/2_corinthians/10-4.htm) **God's people's weapons are not fleshly!**  
**See Galatians 6:1 also!** <http://bible.cc/galatians/6-1.htm>

**Have Obama Share Clergy Stock Globally! Light from John 2:16. <http://bible.cc/john/2-16.htm>**

President  
Barack/Michelle Obama  
1600 Pennsylvania Ave. NW  
Washington, DC 20500

Nathan Covington  
April 25, 2013

**From 2011 DVD of Jehovah's Witnesses FAITH IN ACTION part 2: LET THE LIGHT SHINE**

In 1943 the United States Supreme Court rendered 21 decisions favorable to Jehovah's witnesses.

Quebec's head of State, Premier Maurice Duplessis, made it his personal ambition to silence Jehovah's Witnesses. But his efforts backfired. After a 12-year battle, the Canadian Supreme Court convicted Duplessis for his harassment of Jehovah's Witnesses. The condemnation of the premier of a province, was unprecedented in Canadian history, and it was hailed as a landmark for individual freedom. Legal battles were not limited to North America. In Greece, some 20,000 arrests were carried out against Jehovah's Witnesses. Over a period of 48 years, Minos Kokkinakis was arrested more than 60 times for preaching. He spent years in prison and in exile. [Speaking Greek] If I was keeping a book, how could I write it, one, two, three, five, ten, many times I was in prison and exile. That was a whole life-50 years! They sentenced us deliberately and premeditated. Finally in 1993, the European Court of Human Rights upheld the right of a Greek citizen to teach his religious beliefs to others and ruled that Greece had violated the freedom of Minos Kokkinakis. To date [2011], Jehovah's Witnesses have won over 200 favorable decisions in the highest courts on earth. Burning deep within the hearts of Jehovah's Witnesses is the desire to show Jehovah how much we love him. As secular authorities attempt to impede our effort, then with that same degree of zeal we work to protect our witnessing activities. [From some who were tested here:] To know that if you put your trust in Jehovah he will help you through it no matter what. The wonderful thing about persecution, if I can call it that, is that it demands...it demands a firm decision. Jehovah is a powerful fighter. Who can fight with him? No matter how much opposition we may face or what form or shape it may take, our trust in Jehovah will never let us down. He's backing us up.

When does an issue become a major issue with Jehovah's Witnesses? When church and state high or low try to force their will on us needlessly! Or harass us needlessly only because we are Jehovah's Witnesses! Making a little issue into a big issue needlessly just to get us out of their area for no real good sound reason other than because we are Jehovah's Witnesses! We try not to insisted on our personal rights unless we see there is no sound reason to enforce a little adjustable law or rule when our personal religious rights is the real issue by state and the great American constitutional laws! At that time we can rightly stand up for our right to be one of Jehovah's Witnesses without harassment from any neighbor in our area we live in by divine will of Jehovah God (Not to honor our constitutional rights and freedoms would not be acting as true citizens of America would it?) Oregon high and low LAW council? And USA?

# Thank You!

Thank you for contacting the White House.

President Obama is committed to creating the most open and accessible Administration in history.

**From Page 12 in Your Answers Guide April 10th, 2013 Gladstone Oregon Mayor  
and City Council**

**At City Hall 525 Portland Ave., Gladstone, OR 97027**

**Phone 503-656-5225**

Mayor: Wade Byers, Council: Hal Bussch, Ray Jaren, Kari Martines, Tom Mersereau, Len Nelson, and Neal Reisner. I Stanley N. Jones was there the night of the 9th about my motor home permit at 545 E. Clarendon St. Thank you for that permit. That gives me a little time to work out my [our] real needs.

In the Your Answer Guide it says on page 12, "The Gladstone area was among the first in Oregon to see white settlers, who lived alongside the area's Indians." They "met [at the "Pow-Wow" maple tree] to make trading agreements, settle community affairs and conduct wedding ceremonies." it says. Now they met at Gladstone City Hall.

I am a Choctaw Indian. Let us met to settle community affairs here in the State of Oregon area! Thomas at the Supreme Court in Salem knows the wolves tried to get the State of Oregon to take my free speech rights from me. Is that injustice on the wolves' part? And the State, letting that happen, influenced by the wolves? Who are the wolves? We will get to that later.

On page 16 of Life Code by Dr. Phil McGraw, just one statement from him goes with what I am saying, "Religious folks might classify the behavior of BAITERS an "sin" and psychiatry/psychology might call it "sin-drome/syndrome." Sin whichever way we might classify it! The wolves have been allowed to influence world leaders but not for the good in truth and I have been put under circumstance's to expose that to all mankind. Those wolves only look like they are there for the good of mankind but in fact they are terrorist at heart! [Their,] own history shows that to be true. At war time they will take sides with both sides so to keep the war going! Are they getting rich off of war weapon stock? The wolves do not care about the people just the money! "Religious folks might classify the behavior of BAITERS an "sin"" Would that be the right classifying in fact? Who are they really? Contact the Mayor and Council, they have more information I sent them by post office mail they can put that and this page on their website in PDF so all can see who the wolves really are. They put on a show of being your good neighbor but in fact they are our great enemy! Causing terror in all its many forms! This is my good deed for all my neighbors! Stan April 19, 2013.

Stanley Jones

stanleyjones46x66@yahoo.com

8-9

"We are therefore ambassadors substituting for Christ, as though God were making entreaty through us. As substitutes for Christ we beg: "Become reconciled to [Jehovah] God." (2 Corinthians 5:20) "For which I [Paul] am acting as an ambassador in chains; that I may speak in connection with it with boldness as I ought to speak." (Ephesians 6:20) I Stanley Nathan Jones am acting as an ambassador substituting for the genuine real Christ that I may speak in connection with it with boldness as I ought to speak. The only chain now on me is the one the State of Oregon tried to put on me by the wolves like religious leaders who have blinded the minds of Oregon leaders trying to take my American constitutional free speech rights for me and more! Talk about that more in private later! To show I was wrongfully in chains for my faith 30 years ago by influence of the wolves etc.! That happened as a test to my faith so to be an ambassador and to rule with the Christ! (Dan. 11:35; 1 John 2:27) Jehovah saw something in me I did not see myself until the test. I only saw the sinful me not the faithful me! Jehovah saw the faithful <sup>me</sup> and reconciled <sup>me</sup> to himself! Stabilizing my genuine faith in him!

## Peter Boyce

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**From:** Stanley Jones [stanleyjones46x66@yahoo.com]  
**Sent:** Monday, May 06, 2013 12:00 PM  
**To:** Wade Byers; Hal Bussch; Ray Jaren; Kari Martines; Tom Mersereau; Lendon Nelson; Neal Reisner; Peter Boyce; Sean Boyle; Richard King  
**Subject:** Symbollic Indian peace pipe trading agreement!

## Symbollic Indian peace pipe trading agreement!

By post office mail Mayor Wade Byers will get for himself proof I have info I will bring by the Gladstone City Hall for him, and 6 Gladstone Council, Hal Bussch, Ray Jaren, Kari Martines, Tom Mersereau, Len Nelson, and Neal Reisner. In all 7 people. Saying in red, Symbolic Indian peace pipe trading agreement! So those who get this URGENT info see to it those who do not get it by email gets a copy for themselves. Thank you! This is bring sent to Pete Boyce, Sean Boyle, and Richard Ring as well. If Richard can help I do not know but I want him to know where I am coming from! I have added info to the info below that will help in the trading agreement you will have to take seriously! **There is great proof it is not wise to touch Jehovah's people anymore! This was just made into a hard-copy. Now I will send it!**

I know some of the Gladstone council did not get my emails, but not because I did not send it to them. Failure Notices to: Bussch, Jaren, Martines, Mersereau, and Reisner.

Sorry, we were unable to deliver your message to the following address.

Remote host said: 550 5.7.1 <jaren@ci.gladstone.or.us>: Relay access denied. [RCPT\_TO]  
Remote host said: 550 5.7.1 <bussch@ci.gladstone.or.us>: Relay access denied. [RCPT\_TO]  
Remote host said: 550 5.7.1 <reisner@ci.gladstone.or.us>: Relay access denied. [RCPT\_TO]  
Remote host said: 550 5.7.1 <merereau@ci.gladstone.or.us>: Relay access denied. [RCPT\_TO]  
Remote host said: 550 5.7.1 <martines@ci.gladstone.or.us>: Relay access denied. [RCPT\_TO]

Mayor : Wade Byers Council: Hal Bussch, Ray Jaren, Kari Martines, Tom Mersereau, Len Nelson, Neal Reisner,  
[Pete Boyce, and Sean Boyle.]

Give me an everlasting parking permit at address in Gladstone Oregon and touch me not and keep that area in top shape and form! May 4, 2013 before May 8, 2013. Sincerely, thank you S.N.J. ☺

Honorable Gladstone City Hall Mayor and Council,

As secular authorities attempt to impede our effort, then with that same degree of zeal we work to protect our witnessing activities ETC., ETC., ETC.!

Our unique unprecedented history is hailed as a landmark for individual freedom against church or state deliberately and premeditated acts against our personal rights and freedoms in any shape or form by high or low in church or state! It has backfired on those who try to impede our effort to worship only Jehovah God as the only true God! If you touch

them you are touching Jehovah's eyeball! And he will react to that!  
(Zechariah 2:8)

International amnesty from church and state forced rule for an ambassador for Christ kingship who's Father Jehovah owns the whole earth and heavens is a divine right from Jehovah God himself! DO NOT IMPEDE THEIR RIGHTS OR FREEDOMS IN ANY FORM OR SHAPE!

Friday, 03 May, 2013

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8-12

**Peter Boyce**

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**From:** Nathan Covington [obamaneedstoknow.now2013@yahoo.com]  
**Sent:** Saturday, April 13, 2013 11:27 AM  
**To:** Peter Boyce  
**Subject:** Thanks Gladstone City Hall for Permit, I understand the need, but after all the years of harassment I have to ask about the pure fact why now? What is the real reason? Is there a unseen reason?

April 12, 2013, Mr. Jones Please find attached a copy of the Temporary Dwelling Permit for 545 E. Clarendon. Thank you. Tami Bannick City of Gladstone

The below did go to Obama, you [City Council] will get a copy each by post mail Monday likely.

**Obama Fax: 1-202-456-2461 April 12, 2013**  
**Harassment of JW's**

Honorable President Barack Obama,

How do you feel about these hurtles citizen's that helped other citizen's globally toward needless religious discrimination? **Please Contact me!**

<http://www.thecanadianencyclopedia.com/articles/roncarelli-v-duplessis>

<http://voices.yahoo.com/jehovahs-witnesses-supreme-court-flag-salute-cases-7770482.html>

<http://www.knocking.org/ReligiousPersecutionReport.html>

Have Pete Boyce tell you about my motor home permit and those in the area who do not like JW's. Is there a Duplessis in our neighborhood?

Serious persecution came at our brotherhood by fact of our human history proof like no other faith without any good cause at all but pure religious discrimination and yet those fights in the Supreme Courts did more good for all citizens' around the whole earth. So if there is proof there is serious dislike for JW's in the area might a word from you Obama make them think deep about why they are doing what they are doing to me? There might well be a city rule there but if the real reason shows up is religious discrimination that can and likely will come back on them. That has put a needless hardship on me with not a big retirement income I get. From **all I know myself** and hear from others it comes from one big old green house across the street. [534 E. Google map it] I would like to have my home on the road to do lifesaving work. So if they would like me to go let them give me all that I need to get that done. Or get them to have the clergy in the area help me since they have been well known for the world persecution of us over the years! (Matt. 7:15-23 put in search [now below:])

<http://www.biblegateway.com/passage/?search=Matthew+7%3A15-23&version=NIV>

After that in privacy I can give proof of more wrong done.

Sincerely Stanley Nathan Jones  
[Google] 545 E. Clarendon St.  
Gladstone, OR 97027  
Phone: 503-656-4872

Please Contact Gladstone City Hall

Pete Boyce City Administrator  
525 Portland Ave.  
Gladstone. OR 97027 [Google]  
Direct: 503-557-2767  
Fax: 503-650-8938

B-14

## Peter Boyce

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**From:** Jim [mrnewdaddy@gmail.com]  
**Sent:** Wednesday, May 08, 2013 7:57 PM  
**To:** City Council; Peter Boyce; info@savegladstone.org  
**Subject:** City Park Needs  
**Attachments:** 20130508\_\_142010.jpg

City Council,

Here we see the tennis courts at Max Paterson Park in need of repair. This need is over 10 years old.

So instead of adding new park amenities like a dog park or a picnic area, maybe we should focus on repairing and bringing what we have to code.

Reorganize Public Works and join the North Clackamas Parks District.

James Miller  
503-807-3293

## Peter Boyce

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**From:** Jim [mrnewdaddy@gmail.com]  
**Sent:** Wednesday, May 08, 2013 8:15 AM  
**To:** City Council; Peter Boyce; info@savegladstone.org  
**Subject:** Public Works Auction

City Council,

Public Works has a number of old equipment and vehicles that is rarely used. The cost to keep these items in operation is higher than the value, such things as replacement of items do to age and not operation, jumping batteries, removing bad gas, etc.

I would ask Council to auction off this equipment and vehicles for additional funding to the subsequent line items that were used to purchase the equipment and vehicles.

James Miller  
503-807-3293

9-2

## Peter Boyce

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**From:** Jim [mrnewdaddy@gmail.com]  
**Sent:** Wednesday, May 08, 2013 8:06 AM  
**To:** City Council; Peter Boyce; info@savegladstone.org  
**Subject:** Reorganization of Public Works

City Council,

Please realign the enterprise funding and maintenance activities that is covered by the utility rate payers.

Please join the North Clackamas Parks District for efficient all year round maintenance, not seasonally, that is currently being used. The parks district is very knowledgeable and by them taking over Gladstone's it will offset the staff burden of maintenance and coordination that is currently weighing down other priorities. I am disappointed that Max Patterson Park is not ADA complaint as all parks the City owns should be.

Please meet on the topic of reorganization of Public Works.

James Miller  
503-807-3293



## Peter Boyce

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**From:** Peter Boyce  
**Sent:** Friday, April 05, 2013 1:07 PM  
**To:** Scott Tabor  
**Subject:** FW: E. Jersey in Gladstone

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**From:** Tami Bannick  
**Sent:** Friday, April 05, 2013 12:49 PM  
**To:** Peter Boyce  
**Subject:** FW: E. Jersey in Gladstone

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**From:** Jim [<mailto:mrnewdaddy@gmail.com>]  
**Sent:** Friday, April 05, 2013 12:02 PM  
**To:** Pete; City Council  
**Cc:** [info@savegladstone.org](mailto:info@savegladstone.org); Tami Bannick; [clayg@co.clackamas.or.us](mailto:clayg@co.clackamas.or.us)  
**Subject:** Re: E. Jersey in Gladstone

I have no problem with any vacant lot whether it is developable or not as long as the processes in place at the City and County levels are utilized and happen universally. The City should advise about erosion control because it is in the City ordinance among other things. The public works supervisor should have given out some education and a simple brochure to inform any and all erosion control issues to the public, instead, the current City process left a nasty taste in the citizens mouth that I agree with. To have the County be the ones to enforce City ordinances is just plain wasteful and with the current issue, the complaint generated waste at the City and County level that could have otherwise been avoided by a softer touch. Unfortunately the City is complaint driven, that is that the code compliance officer when passing by high grass, sight clearance, or sidewalk issues drives on, rather than being proactive (if I have this wrong let me know). This is the case with erosion control in the City, even more strange is that I thought it was code enforcement's job to enforce the ordinances that are in place, including construction, that make up our community and keep it viable and livable.

As a matter of process improvement in the future, I would suggest that communication flow from public works to the code enforcement officer in a way that assists the compliance officer with having more eyes in the field and addressing concerns early with a softer touch rather than dealing with constant confrontation and finger pointing from the public. And from a management point of view, I don't think having a supervisor responding to erosion concerns is very sustainable, a crew member could have done the same thing or better yet the Code Enforcement Officer.

James Miller

On Apr 5, 2013 10:58 AM, "Pete" <[peterwilliam@juno.com](mailto:peterwilliam@juno.com)> wrote:  
Can this please be copied to city council members? Or should I hard copy (USPS mail?). Please advise.

Wade Byers  
Ray Jaren  
Thomas Mersereau  
Kari Martinez  
Neal Reisner  
Hal Busch

Len Nelson

Members of Gladstone City Council, City Manager, and Senior Planner,

My name is Pete Steinkamp and I recently purchased the vacant lot at the end of East Jersey in Gladstone. I would like to address some false allegations made by a Mr. James Miller. I am afraid if his lies go unchecked you may start to believe them and cause me harm. But first some background to put into context.

My fiancé has wanted to return to Gladstone as she raised a son here and always raves about what a great community Gladstone is. People looking out for one another.

We looked at this vacant lot on E. Jersey and thought this would be a nice place to live. We checked with Clackamas Senior Planner to see if he saw any reason why it could not be built on. We check with the Gladstone Public Works Supervisor to see if he saw any reason why it could not be built on. We checked with a home builder and another man who owns an excavation company to see if they saw any reason this site was not build able. Everyone said it looked ok. We made the purchase and did a little bit of work to make it more safe for the neighborhood. There was an existing drainage ditch clogged. We unclogged it to drain the standing water (growing mosquitoes). There were some rotten oak trees (and one overhanging). We made them safer.

The Public Works Supervisor (Mr. Tabor) came to me and said he had a complaint that I was violating erosion control. I called the County to inspect and advise. They inspected and found no violations. This was the first of complaints being directed towards me that have no substance. We always try to be good neighbors and good citizens.

Meanwhile, the adjoining house 375 East Jersey needed a new sewer line. (We bought this house as a rental).

The company doing the sewer line replacement found problems with the main line. Initially, Mr. Tabor said homeowner would be responsible because the cracks were around the part that goes to the house. But the construction crew found more and more problems with the main. When Mr. Tabor inspected the problems, he told me that the problems are more serious than originally thought. He was visibly upset that the main line had so many problems and would require city attention. My bill to the sewer line contractor included asphalt repair but he was asked to not do the repair right away as the city now had to do much more digging. My contractor did hours of digging for the city as they tried to determine the extent of the troubles. It was a great example of private and public workers working together to solve a problem. Mr. Miller has made numerous attacks on this effort.

Now the twist to the story. My next door neighbor is Phil Smith. He is a volunteer fireman. He has a large fire pit at the back of his property where he burns many a fire. He pollutes our air very very heavily. Our neighbors told us that they are trapped in their homes with windows and doors shut during the hot summer nights when Phil is filling the air with smoke. One neighbor has asthma and Phil makes his life miserable. When I raised concern over this, Phil and Miller have stepped up their efforts to stop me from developing my lot.

I just don't understand their priorities. Nit picking our Public Works is more important than addressing the amount of air pollution caused by Phil Smith. Too bad we can't practice what Jesus taught about loving our neighbors and treating others as we would want to be treated. Gladstone would be well served to ban all outdoor burning including fire pit burning for the sake our the air we all share. For the health of all the citizens. Instead we get caught up addressing the mud Miller slings on the wall.

Miller's latest allegation is that I have not done a proper land use application. He and Phil Smith are trying to keep PGE from cutting down his trees that he planted under the power lines. But true to form, Miller only has it half right. No applications because we are still putting together finances to see if we can build. We have a vacant lot. But we sure are getting a lot of attention from Miller. It's as if he wants to be in charge. Like asking him permission to walk onto our land. But it's ok for his pal to poison his neighbors with toxic smoke day after

day. I don't get it.

I was hoping the community of Gladstone would not allow an individual like Miller to cause so much chaos. His disruptions cost us all financially and emotionally. I know life isn't always fair and just, but can't we try to make a Gladstone that we respect one another and show courtesy to one another? I don't understand the priorities of Save Gladstone. I would think they would be interested in air quality. Good clean air is so important in ALL of our lives. Instead they focus their complaints on our Public Works. Either they don't do enough or they do too much. Tough to have a back seat driver.

With all this said, are there any questions? Any suspected wrong doings that we should address? What do you all suggest I do if Miller's harassment continues? We just want to live in peace with you all. And build a better Gladstone for our children.

Sincerely,

Pete Steinkamp  
503-737-7972

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How to Sleep Like a Rock

Obey this one natural trick to fall asleep and stay asleep all night.

<http://thirdpartyoffers.juno.com/TGL3131/515f10a25cedd10a23e2ast03duc>

Mr. Wade Byers  
Mayor – Gladstone  
525 Portland Ave.  
Gladstone, OR 97027

Dear Sir,

Hello. I recently sent an email to Gladstone (bannick) and asked they copy the city council. Presumptuous of me to think that would happen. After a week of contemplation, I would like to summarize a situation and ask your opinion.

My name is Pete Steinkamp. I recently purchased a house and adjacent lot on E. Jersey. My fiancé and I are hoping to build our retirement home on the vacant lot and enjoy what we once thought was the nice friendly town of Gladstone. Within the first week of restoring the existing house, the neighbor (Phil Smith) began moving the property line. We asked what was going on. He told us that it was time for him to reclaim a foot of property that was his. Despite the fact he had built the fence years ago, he now wanted his foot of property. It appeared to measure out that he was right and wanting to get off to a good foot we paid half of the costs to rebuild a new fence on the “new” property line. That was our mind set, get along with the new neighbors. Be considerate of neighbors.

Meanwhile, neighbors who live behind Phil began introductions and advising us that Phil was a major problem. He keeps a dog tied up all day that barks constantly. He works outside with his music loud. Most mostly, they felt they suffered all summer when Phil burned. Phil has a fire pit at the back of his property and enjoys big fires. Sometimes very smoky fires. These neighbors tell me they have to shut all windows and doors during the summer when Phil burns, making their home very uncomfortable. “Have you talked to Phil”, I ask. They say they have but he does not care.

I could not believe that about Phil. I wrote to him asking that he show some consideration for his neighbors. We share the air. For the same reasons airlines no longer allow smoking in flight, some towns are banning backyard burning. Then one Saturday, I saw what the neighbors were talking about. A 4' to 6' wide plume of smoke coming from Phil's backyard. Ash falling on me as I tried to work in the adjoining backyard. Neighbors shutting their doors and windows. I was amazed. So much pollution coming from a volunteer fireman. Someone I respected because of his contribution to the neighborhood.

I wrote to DEQ and the Fire Marshall to get an understanding of this situation. His burning may not fall within the spirit of the law; it appears to fall within the letter of the law. Unless neighbors wanted to join up and pursue private nuisance by showing his smoke causes hardship.

The Fire Marshall gave a complete response and I felt I overestimated what the neighbors were willing to do. I have since told them that I am done with this other than the next smoky fire, I will follow my brother-in-law's advice (he manages a TV station) who said to film it and put it on YouTube.

I really was hoping to get along with everyone by showing consideration and getting consideration. Phil may be a nice guy but my bet is no one on the city council would like being his next door neighbor. His lack of consideration for others makes for a heavy impact on the neighborhood. And that surprises me because of all his social volunteering.

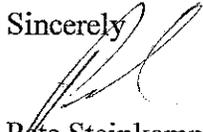
Phil has responded by making a situation about his trees. Trees that were planted under the power lines long ago and were too tall for that location. Trees that are not special in any way other than they are Phil's trees. Trees that lose branches every wind storm. But that is between PGE and Phil. Hope they can work out a solution.

And that leads me to my conclusion. Is there anything that has happened or is happening that would stop us from building our retirement home, fitting into Gladstone, being part of this community? I realize SaveGladstone has a political agenda but there is also the political agenda of treating Gladstone's residents equally and fairly. Consistency in how we apply the law. Have I stepped on any toes that we should abandon our dream home?

I am writing to you and Tom Mersereau . That's it. (besides, if I started to write to everyone all the time, I'm afraid I would be too much like J.Miller). We would like to help clean up the air in Gladstone and make that vacant lot a beautiful home. My fiancé is afraid the folks like Phil and Jim Miller can make life miserable for us and that maybe we should forget our plans.

If you have time, please advise.

Sincerely

  
Pete Steinkamp  
305 Amanda Court  
Oregon City, OR 97045

City Council  
525 Portland Ave  
Gladstone, OR 97027

Honorable Councilors,

I write to each of you, asking you to consider changing Gladstone city ordinance pertaining to backyard burning in fire pits. As you know, it is currently legal to have a fire in Gladstone as long as it is in a fire pit. The health hazards associated with wood smoke have prompted many cities to make changes to their city ordinances - some banning all burning to others allowing "cooking" fires. I have found many articles pertaining to the health hazards of wood smoke (enclosed a short one). One excerpt:

***For vulnerable populations, such as people with asthma, chronic respiratory disease and those with cardiovascular disease, wood smoke is particularly harmful— even short exposures can prove dangerous. The particles of wood smoke are extremely small and therefore are not filtered out by the nose or the upper respiratory system. Instead, these small particles end up deep in the lungs where they remain for months, causing structural damage and chemical changes. Wood smoke's carcinogenic chemicals adhere to these tiny particles, which enter deep into the lungs.***

*Recent studies show that fine particles that go deep into the lungs increase the risk of heart attacks and strokes. EPA warns that for people with heart disease, short- term exposures have been linked to heart attacks and arrhythmias. If you have heart disease, these tiny particles may cause you to experience chest pain, palpitations, shortness of breath, and fatigue. from*  
[http://ehhi.org/woodsmoke/health\\_effects.shtml](http://ehhi.org/woodsmoke/health_effects.shtml)

Another blurb: ***How Fine Particles Can Affect Your Health***

*Particle exposure can lead to a variety of health effects. For example, numerous studies link particle levels to increased hospital admissions and emergency room visits—and even to death from heart or lung diseases. Both long- and short-term particle exposures have been linked to health problems. For a more complete discussion of wood smoke health effects research see [Health Effects of Breathing Wood Smoke \(PDF\)](#) (5pp, 58k, [About PDF](#))*

*Long-term exposures, such as those experienced by people living for many years in areas with high particle levels, have been associated with problems such as reduced lung function and the development of chronic bronchitis—and even premature death.*

*Short-term exposures to particles (hours or days) can aggravate lung disease, causing asthma attacks and acute bronchitis, and may also increase susceptibility to respiratory infections. To learn more about asthma, visit [www.epa.gov/asthma](http://www.epa.gov/asthma), [www.noattacks.org](http://www.noattacks.org) [\[EXIT Disclaimer\]](#) or [www.cdc.gov/asthma](http://www.cdc.gov/asthma). from*  
<http://www.epa.gov/burnwise/healtheffects.html>

and another:

*The new findings provide important information on the toxic agents in wood smoke, Balmes said. In addition to the fine particles, wood smoke contains gases such as nitrogen oxides, and carcinogenic compounds like benzene, formaldehyde and dioxins.*

*Identifying the specific harmful components in particulate matter is key to understanding how to protect human health, said Doug Brugge, a Tufts Medical School professor who studies the effects of particles produced by traffic.*

*"The evidence is pretty clear that fine and ultrafines get into the lungs much better," he said, describing the particles as so tiny that as many as 100,000 packed together would be the size of a sugar cube. The tiniest – ultrafine particles with diameters of 100 nanometers (.000004 inch) or less – appear to be especially toxic. from*  
<http://www.environmentalhealthnews.org/ehs/news/hazards-of-wood-smoke>

10-6

The State of Washington has a good pamphlet on the dangers of smoke from wood burning ....  
<https://fortress.wa.gov/ecy/publications/publications/92046.pdf>

**and another by Pam Nieberg -**

Recently the EPA completed and released a major air quality health assessment initiative entitled the National-Scale Air Toxics Assessment. The health risk characterization focused on inhalation health risk from outdoor sources and looked at the major cancer and non-cancer causing threats in the US atmosphere on a national and regional basis.

Based on these analyses, pollution from burning wood in stoves and fireplaces and elsewhere was reported to be the top cancer risk in some areas of the country. According to the EPA, the analysis indicates that burning wood creates a greater cancer risk than even benzene, a carcinogen emitted by cars and trucks in the tens of thousands of tons each year. from  
[http://davisvanguard.org/index.php?option=com\\_content&view=article&id=3780:wood-smoke-causes-canceranother-nail-in-the-wood-burning-coffin&Itemid=86](http://davisvanguard.org/index.php?option=com_content&view=article&id=3780:wood-smoke-causes-canceranother-nail-in-the-wood-burning-coffin&Itemid=86)

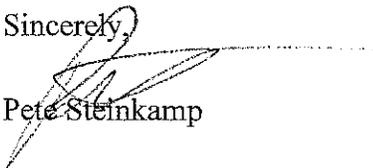
The data is overwhelming as to how bad this smoke is for our health. Yet; under current Gladstone law, an individual can pile a few logs their fire pit and burn it day after day, log after log, sending toxic particulates into neighbor's homes and lungs. I think the spirit of the law was to allow for individuals to have and enjoy small backyard fires, maybe cook smores or hot dogs. But the letter of the law allows massive amount of pollution by one individual.

On Jersey Street, we currently have a volunteer fireman who loves having fires. He will build a big fire and then go back into his home. His fires are often unattended. He burns and pollutes and poisons his neighbors because he can. When his wife told me that they burn because they can, I replied, "Just because you CAN does not mean you SHOULD". Last week it was 80 degrees and they had a big smoky fire. Neighbors had to close windows and doors. Nobody could go outside and enjoy the spring day. They started the fire and then went in their house. This type of abuse of the city ordinance is why I am asking you all for help. When citizens are endangered by one irresponsible neighbor, we need protection. A city ordinance banning backyard fires - even in fire pits would protect us. If you felt a compromise was needed, perhaps an ordinance making it legal only for back yard fires in fire pits that are attended and for cooking?

Would you feel safe knowing your next door neighbor has an unattended fire burning, sometimes for 2 or 3 days? The smoke making its' way into your home and lungs? It's not safe and it's not healthy.

Would you please consider helping us all?

Sincerely,

  
Pete Steinkamp

owner 365 E. Jersey Gladstone, OR 97027

10-7

## Consumers – Health Effects



Smoke may smell good, but it's not good for you. Wood smoke can affect everyone, but children under 18, older adults, people with diabetes, heart disease, asthma or other lung diseases are the most vulnerable.

Smoke is made up of a complex mixture of gases and fine particles produced when wood and other organic matter burn. A major health threat from smoke comes from fine particles (also called particle pollution, particulate matter, or PM). These microscopic particles can get into your eyes and respiratory system, where they can cause health problems such as burning eyes, runny nose, and illnesses such as bronchitis.

### How Fine Particles Can Affect Your Health

Particle exposure can lead to a variety of health effects. For example, numerous studies link particle levels to increased hospital admissions and emergency room visits—and even to death from heart or lung diseases. Both long- and short-term particle exposures have been linked to health problems. For a more complete discussion of wood smoke health effects research see [Health Effects of Breathing Wood Smoke \(PDF\)](#) (5pp, 58k, About PDF)

Long-term exposures, such as those experienced by people living for many years in areas with high particle levels, have been associated with problems such as reduced lung function and the development of chronic bronchitis—and even premature death.

Short-term exposures to particles (hours or days) can aggravate lung disease, causing asthma attacks and acute bronchitis, and may also increase susceptibility to respiratory infections. To learn more about asthma, visit [www.epa.gov/asthma](http://www.epa.gov/asthma), [www.noattacks.org](http://www.noattacks.org) [EXIT Disclaimer](#) or [www.cdc.gov/asthma](http://www.cdc.gov/asthma).

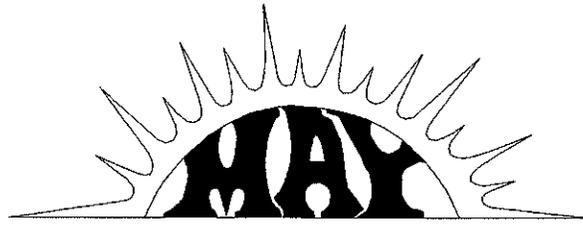
### Protect Yourself!

Follow the guidelines we have provided in this Web site for using your wood-burning appliance efficiently and safely. It's important to limit your exposure to smoke—especially if you are more susceptible than others:

- If you have heart or lung disease, such as congestive heart failure, angina, chronic obstructive pulmonary disease, emphysema or asthma, you may experience health effects earlier and at lower smoke levels than healthy people.
- Older adults are more likely to be affected by smoke, possibly because they are more likely to have chronic heart or lung diseases than younger people.
- Children also are more susceptible to smoke for several reasons: their respiratory systems are still developing; they breathe more air (and air pollution) per pound of body weight than adults; and they're more likely to be active outdoors.

For additional information on the health effects of wood smoke, visit the [AirNow Web site](#)

Also, the state of Washington's Department of Ecology has published a useful booklet entitled, [Health Effects of Wood Smoke \(PDF\)](#) (15pp, 206k, About PDF) [EXIT Disclaimer](#)



## **REGULAR AGENDA**



# City of GLADSTONE

Date: May 8, 2013

To: Mayor Byers and City Council

From: Pete Boyce, City Administrator



Re: Authorization to Return \$1.5 million to Clackamas County

Staff is requesting authorization to return \$1.5 million to Clackamas County. The money was received by the City as part of the library capital intergovernmental agreement (IGA) in exchange for providing library service to the Oak Lodge library service area. With the November 2012 ballot measure to construct a new library failing the City cannot at this time meet its obligations in the IGA regarding service to the Oak Lodge area.

The \$1.5 million is available in the Library Capital Fund. I also am recommending that City Council authorize the closure of the Library Capital Fund and authorize staff to return the remaining balance to the Gladstone Urban Renewal Fund. As of March 31<sup>st</sup> the remaining total is \$534,796.02. There will be additional interest earnings in April and possibly a portion of May that should also be returned to the Urban Renewal Fund.

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STEVE WHEELER  
COUNTY ADMINISTRATOR

OFFICE OF THE COUNTY ADMINISTRATOR

PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

December 12, 2012

Mr. Peter Boyce, City Manager  
City of Gladstone  
525 Portland Ave.  
Gladstone, OR 97027

Mr. Boyce:

This letter is regarding the status of library capital funds provided to the City of Gladstone. On November 6, 2012, ballot measure 3-413 was put before Gladstone voters to consider whether to authorize the City to incur debt to build a new library. The initiative was defeated and the citizens decided not to incur debt to build a library facility which would have served City and unincorporated residents.

When the Library District of Clackamas County was formed in 2008, the parties entered into two intergovernmental agreements regarding the construction of a new Gladstone Library to serve the citizens of Gladstone and unincorporated citizens in the Oak Grove service area. The agreement between the District and the City (the "District IGA") called for transition payments using District funds that would otherwise have supported the Oak Lodge Library's operations, and the agreement between the City and Clackamas County (the "County IGA") provided for capital contributions intended to help with the cost of constructing the new Gladstone Library in lieu of capital improvements to the Oak Lodge Library. On March 28, 2011 the City of Gladstone requested \$2.5 million for library planning and construction.

As part of the Library District formation negotiations in 2008, the County agreed to give each library city in Clackamas County one million dollars for capital projects. Given the planned expansion of the Gladstone Library to serve the area currently served by the Oak Lodge Library, the County agreed to the City's request for additional funding.

To fund the District IGA, the Oak Lodge Library limited spending in order to provide Gladstone with money for the construction project by delaying efforts to bring the Oak Lodge Library up to the District IGA-agreed OLA standards. In the first two years of the District, Oak Lodge saved \$500,000 of operational funds. In April 2011, the County distributed \$500,000 in transition payments to the City of Gladstone for the construction of their future library.

11-2

It is our view that, as with every other Library City, Gladstone is entitled to expend their original \$1,000,000 capital contribution on its own library without expanding its service area. As the County IGA and District IGA show, the additional \$1.5 million provided to the City were in support of and conditioned on a new library that would expand the level of service to include areas of unincorporated Clackamas County that are currently being served by the Oak Lodge Library. Ballot measure 3-413 puts that plan in grave doubt.

Therefore, the County requests the City return \$1 million of the \$2 million capital contribution provided by the County and the District requests that the City return the \$500,000 transition payment. Per the County IGA, \$1 million shall be deposited into the County Library Fund to support the Oak Lodge Library, and per the District IGA the \$500,000 shall be deposited into the Library District fund.

One of the key themes of the District IGA was guaranteeing autonomy for each Library City, including Gladstone, regarding the operation of its library. The County and the District respect the decision of the City and its voters, and view the return of these funds as a reset based on the decisions arising from that autonomy.

The District looks forward to working with the City and the District Advisory Committee to find the best path forward in providing quality library service to both City and unincorporated residents in the affected service areas.

Sincerely,



Steve Wheeler  
Clackamas County Administrator

cc: Gary Barth  
Doris Grolbert  
Laurel Butman

11-3

City of **GLADSTONE**



January 18, 2013

Mr. Steve Wheeler, County Administrator  
Clackamas County  
2051 Kaen Road  
Oregon City, OR 97045

Mr. Wheeler,

Please consider this correspondence the City's response to your letter dated December 12, 2012 regarding the status of library capital funds. The City of Gladstone respectfully requests an eighteen month period in which it would retain the \$1.5 million in order to evaluate options regarding a library building project and our commitments as outlined in the intergovernmental agreement. The City has expended great time, effort and resources in a good faith effort to bring enhanced library services to the citizens in both the Gladstone and Oak Lodge service areas. I would like to meet with you and discuss this request in more detail. Thank you for your consideration.

Sincerely,



Pete Boyce  
City Administrator

cc: City Council  
City Attorney

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STEVE WHEELER  
COUNTY ADMINISTRATOR

OFFICE OF THE COUNTY ADMINISTRATOR

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

March 7, 2013

City of Gladstone  
Attn: City Manager P. Boyce  
525 Portland Ave.  
Gladstone, OR 97027

Mr. Boyce,

I am writing in response to your letter of January 18, 2013. In your letter, you request that the City of Gladstone be allowed to retain, in the short term, the \$1.5 million that Clackamas County and the Library District have provided in support of the prior library expansion plan. Those funds were provided to support a specific project that would have enhanced library services for the unincorporated areas in Oak Lodge. Given that said project has been rejected by the voters of Gladstone, those conditions no longer apply. I have discussed your request with my staff, and have arrived at the conclusion that ultimately all parties would be best served by the immediate return of the \$1.5 million.

Until such time as new services are brought online, Clackamas County has an obligation to provide improved library services to the Oak Lodge area. During the same 18 month period that you mention in your letter, we will be exploring how that improved service might be delivered. This service enhancement could include expansion at our current space, lease or construction of new space, partnering with Milwaukie to provide expanded services, or working on a revised plan with Gladstone. Long term, we do not foresee the County continuing as a retail provider of library services as we move forward to improve library service in the Oak Lodge area. We have hopes that this process will move faster than 18 months and such funds will be needed during that time. Also, until such time as a firm plan is in place for the provision of those enhanced services, it would be inappropriate for those funds to be under Gladstone's control. I will have my staff contact your staff to deal with the details of the transfer.

As I mentioned in my prior letter, we view this process as a restart of the conversation. I am making no determination that Gladstone will not be part of the solution for providing improved library service. Rather, we must explore all available options and provide opportunities for community feedback. We look forward to working with Gladstone and other partners in considering the best way to provide the improved library services for our citizens.

Sincerely,

Steve Wheeler  
Acting County Administrator

cc: Board of County Commissioners  
Laurel Butman, Deputy County Administrator  
Gary Barth, Director, Business & Community Services  
Doris Grolbert, Library Director  
Stephen Madkour, County Counsel

11-5

# City of GLADSTONE

Date: May 8, 2013  
To: Mayor Byers and City Council  
From: Pete Boyce, City Administrator   
Re: Urban Growth Management Agreement

Clackamas County has been negotiating an Urban Growth Management Agreement (UGMA) with the cities of Happy Valley and Milwaukie. The attached map shows the areas each City would like to have the ability to annex over time. The Happy Valley boundary will abut the City of Gladstone UGMA boundary.

The last time City Council discussed this item was August 2012. At that time the Mayor and Councilor Jaren recalled an agreement with a map that was different from what was currently being proposed. What they were remembering was a separate 1988 agreement between the three cities that was terminated by Happy Valley in 2005. This agreement did not include Clackamas County.

The question to City Council is does the City of Gladstone have interest in extending its (UGMA) area and if so where?

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Mayor  
HON. EUGENE L. GRANT

City Councilors:  
CHUCK DALICH  
LORI DEREMER  
JONATHAN EDWARDS  
ROB WHEELER



## City of Happy Valley

12915 SE KING ROAD, HAPPY VALLEY, OREGON 97236-6298  
TELEPHONE (503) 760-3325 FAX (503) 760-9397  
Web site: [www.happy-valley.org](http://www.happy-valley.org)

April 1, 2005

Mr. Mike Swanson  
City Manager  
City of Milwaukie  
10722 SE Main Street  
Milwaukie, OR 97222

Mr. Ron Partch  
City Administrator  
City of Gladstone  
525 Portland Avenue  
Gladstone, OR 97027

**RE: Intergovernmental Cooperative Agreement (3 Cities Agreement)**

Gentlemen:

In January 1988 the representatives of the cities of Gladstone, Milwaukie and Happy Valley signed an Intergovernmental Cooperative Agreement (*aka* the 3 Cities Agreement) for the purpose of urban service planning. The purpose of this letter is to formally notify you in writing, as required in Recital No. 5, that the City of Happy Valley intends to terminate this agreement.

Happy Valley's desire to terminate this agreement should not be a surprise, as the Mayors of your cities did receive an email in August 2004 from Happy Valley Mayor Eugene Grant expressing this intent. The current members of Happy Valley City Council believe that the termination of this agreement is in the City's best interest.

I am hereby specifically requesting to be notified of any Milwaukie or Gladstone City Council or Planning Commission meetings being held to consider or take action on annexation of any land east of SE 82<sup>nd</sup> and north of the Clackamas River. Please consider this letter written testimony opposing any such annexation by Gladstone or Milwaukie as adversely affecting Happy Valley. This letter should be made a part of the record in any such proceedings

12-2

Mr. Mike Swanson  
Mr. Ron Partch  
April 1, 2005  
Page 2

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Please consider this letter the formal 60 day written notification of termination of the agreement.  
If you have any questions, please contact me at City Hall.

Sincerely,



Wanda M. Kuppler  
City Manager

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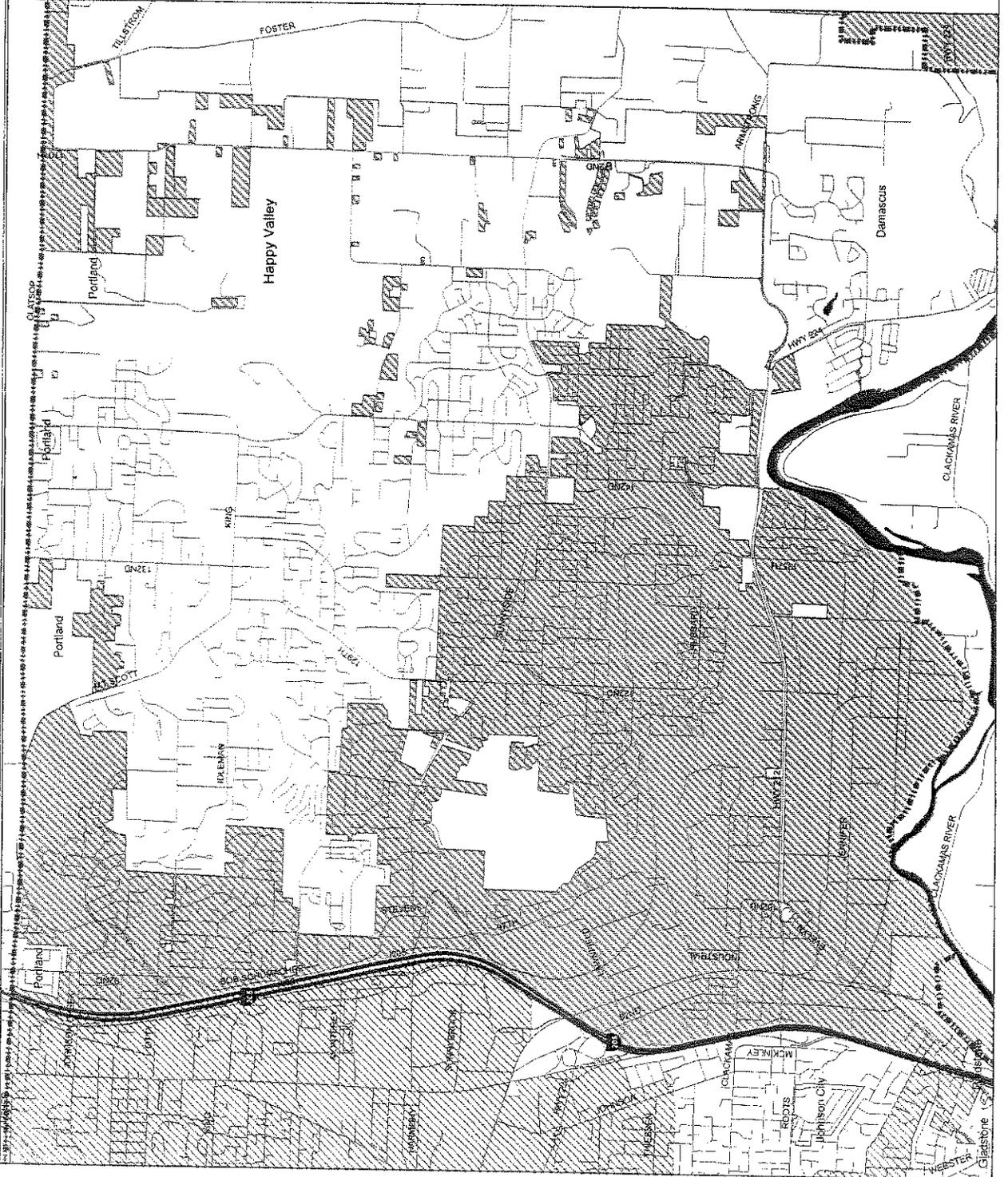
cc: Mayor Eugene Grant  
cc: Happy Valley City Councilors  
cc: Beery & Elsner, City Attorney  
cc: Mr. Wade Byer, Mayor of Gladstone  
cc: Mr. Jim Bernard, Mayor of Milwaukie  
cc: Ms. Martha Schrader, Clackamas County Commission Chair  
cc: Mr. Bill Kennemer, Clackamas County Commissioner  
cc: Mr. Larry Sowa, Clackamas County Commissioner



# City of Happy Valley Happy Valley Draft Urban Planning Area Exhibit A

## Legend

- Urban Growth Boundary
- Taxlots
- Happy Valley
- Other Cities
- UGMA Areas
  - Gladstone
  - Happy Valley
  - Milwaukie



Source: City of Clackamas, Clackamas County, Oregon  
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# City of GLADSTONE

Date: May 8, 2013

To: Mayor Byers and City Council

From: Pete Boyce, City Administrator *PB*

Re: Chautauqua Festival Cancelation

The City of Gladstone has been informed by the Chautauqua Committee that the 2013 Chautauqua Festival has been canceled. After much contemplation, the Chautauqua Committee has come to this difficult decision due to an insurmountable budget deficient caused, in part, by a lack of sponsors/donors and the festival's previous year's low attendance. The City of Gladstone would like to take this opportunity to formally thank the Chautauqua Committee volunteers for their many years of wonderful Chautauqua festivals and countless hours of selfless service.

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**RESOLUTION NO. 1022**

**CITY OF GLADSTONE, OREGON**

*A Resolution Authorizing the City to Enter into a Franchise with Portland General Electric Company to use the City Rights of Way for the Purpose of Providing Electric Services in the City*

**WHEREAS**, the Franchise Agreement between the City of Gladstone (City) and Portland General Electric Company (PGE), Ordinance No. 1166, was effective as of November 10, 1992 (Existing Agreement) and was set to expire twenty years from said date; and

**WHEREAS**, the City extended the Existing Agreement in November 2012 to enable the City and PGE to continue to negotiate a new franchise; and

**WHEREAS**, the City and PGE have agreed to the terms and conditions set forth in the new Franchise Agreement attached as Exhibit A.

**The City of Gladstone Resolves as follows:**

**SECTION 1.** The City of Gladstone authorizes the City Manager to grant PGE a ten year franchise to use City rights of way for the provision of electric service on the terms contained in the attached Exhibit A.

**SECTION 2:** This resolution is effective immediately upon adoption by the City Council.

THIS RESOLUTION ADOPTED by the Common Council and approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Attest:

\_\_\_\_\_  
Mayor  
Wade Byers

\_\_\_\_\_  
Assistant City Administrator  
Jolene Morishita



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**RESOLUTION NO. 1022**

**EXHIBIT A**

**FRANCHISE AGREEMENT**

This Franchise Agreement grants Portland General Electric Company (“Grantee”) a non-exclusive franchise for ten years to erect, construct, maintain, repair, update and operate an electric light and power system within the City of Gladstone (“City”), sets the terms and conditions of the franchise and provides an effective date.

**WHEREAS**, Grantee has been providing electric light and power service within the City; and

**WHEREAS**, Grantee is duly authorized by the Oregon Public Utility Commission (“OPUC”) to supply electric light and power within the City; and

**WHEREAS**, the City has the authority to regulate the use of the Public ROW (as defined below) within the City and to receive compensation for the use of the Public ROW; and

**WHEREAS**, the City and Grantee both desire Grantee to continue to be able to provide electrical service within the City and to establish the terms by which Grantee shall use and occupy the Public ROW;

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**SECTION 1. NATURE AND TERM OF FRANCHISE.**

**((A))** The City hereby grants to Grantee and its successors and assigns, subject to the terms and conditions in this Franchise, a nonexclusive franchise to erect, construct, repair, maintain, upgrade and operate an electric light and power system within the City as it now exists or may be extended in the future, (including communication equipment that is needed for the distribution and delivery of electric service)and Grantee Facilities (as defined below). This Franchise includes the privilege to install, repair, maintain, upgrade and operate Facilities necessary for the operation of Grantee’s Electric Light and Power System (as defined below) upon, over, along, and across the surface of and the

1 space above and below the streets, alleys, roads, highways, sidewalks, bridges, and other  
2 public ways over which the City has jurisdiction (collectively, "Public ROW"), as well as  
3 Public Utility Easements ("PUEs") on third party property on which a preliminary  
4 subdivision plat has been approved by the City, and which will be managed by the City  
5 thereafter, for the provision of public utility services within the City as Grantee's  
6 Electric Light and Power System now exists or is extended or upgraded in the future.  
7 Nothing in this Franchise limits the City from granting others the right to carry on  
8 activities similar to, or different from the ones described in this Franchise. The rights  
9 granted herein do not include the right to build or site electric generating facilities in the  
10 Public ROW.

11 **(B)** All Grantee Facilities in possession of Grantee currently or during the Term (as  
12 defined in Section 2(A) that are located within the Public ROW, are covered by this  
13 Franchise and are deemed lawfully placed in their current locations. The City may  
14 require relocation of Grantee Facilities as further specified in Section 8.

15 **(C)** This Franchise also includes the privilege to repair, maintain, upgrade and operate  
16 Grantee Facilities located in City park property that are existing as of the effective date of  
17 this Franchise. This Franchise does not grant Grantee any right to install Grantee  
18 Facilities in City park property on or after the effective date of this Franchise, which shall  
19 be subject to separate written approval from the City which approval is in the City's sole  
20 and absolute discretion. With respect to Grantee Facilities located in City park property  
21 existing as of the effective date of this Franchise and such after-installed Grantee  
22 Facilities installed pursuant to the City's approval, Grantee Facilities shall be treated the  
23 same as other Grantee Facilities in the Public ROW for purposes of this Franchise. .

24 **(C)** Should Grantee offer telecommunications or cable services to the public, Grantee  
25 agrees that it will obtain all necessary and applicable authorizations from the OPUC and  
26 enter into a separate franchise agreement with the City for use of the Public ROW for  
27 such purpose.

28 **SECTION 2. TERM AND EFFECTIVE DATE.**

29 **(A) Effective Date.** The effective date of this Franchise shall be June 1, 2013  
30 ("Effective Date"). Upon becoming effective, this Franchise shall supersede and replace

1 any and all other franchise agreements that may be or have been in place between  
2 Grantee and the City as of or prior to the Effective Date.

3 **(B) Duration of Franchise.** The term of this Franchise ("Term") shall commence on the  
4 Effective Date and all rights and obligations pertaining thereto shall expire ten years after  
5 the Effective Date, unless renegotiated or terminated as provided herein. The term may  
6 be extended for 10 years upon mutual written consent of the City and Grantee. Either  
7 party may provide the other party written notice of its desire to extend the Term no less  
8 than 6 months prior to the expiration of the Term and the other party shall respond to the  
9 notice within thirty (30) days after receiving notice.

10 **(C) Charter and Ordinances to Apply.** To the extent authorized by law, this Franchise  
11 is subject to the Charter of the City of Gladstone and existing City laws, regulations, and  
12 ordinance provisions passed pursuant thereto, including the applicable provisions of  
13 Chapter 17 requiring underground utilities in subdivisions or partitions, and state statutes  
14 and regulations existing during the Term. Nothing in this Franchise shall be deemed to  
15 waive the requirements of the various codes and ordinances of the City regarding permits,  
16 fees to be paid that are generally applicable to other similar businesses operating within  
17 the City, or the manner of construction.

18 **SECTION 3. DEFINITIONS.**

19 **(A) Captions.** Throughout this Franchise, captions to sections are intended solely to  
20 facilitate reading and to reference the provisions of this Franchise. The captions shall not  
21 affect the meaning and interpretation of this Franchise.

22 **(B) Definitions.** For purposes of this Franchise, the following terms, phrases, and their  
23 derivations shall have the meanings given below unless the context indicates otherwise.  
24 When not inconsistent with the context, words used in the present tense include the future  
25 tense, words in the plural number include the singular number, and words in the singular  
26 number include the plural number. The word "shall" is always mandatory and not merely  
27 directory.

28 **(1) "City"** means the City of Gladstone, Oregon, a municipal corporation, and all of the  
29 territory within its corporate boundaries, as such may change from time to time.

- 1    **(2)** "City Council" means the Council of the City.
- 2    **(3)** "City Engineer" means the City Engineer of the City.
- 3    **(4)** "City Administrator" means the City Administrator of the City.
- 4    **(5)** "City Recorder" means the Recorder of the City.
- 5    **(6)** "Director of Finance" means the Director of Finance of the City.
- 6    **(7)** "Emergency" means a situation involving (a) an unscheduled outage affecting one or  
7 more customers, or (b) danger to public safety. Emergency also includes situations  
8 where the failure of Grantee to act would result in (a) or (b).
- 9    **(8)** "Franchise" means this Franchise Agreement as fully executed by the City and  
10 Grantee and adopted by the City Council pursuant to Resolution No. [REDACTED].
- 11   **(9)** "Grantee" means Portland General Electric Company, an Oregon corporation.
- 12   **(10)** "Grantee Facility" means any tangible component of Grantee's Electric Light and  
13 Power System, including but not limited to any poles, guy wires, anchors, wire, fixtures,  
14 equipment, conduit, circuits, vaults, switch cabinets, transformers, secondary junction  
15 cabinets, antennas, communication equipment and other property necessary or convenient  
16 to supply electric light and power by Grantee within the City.
- 17   **(11)** "Grantee's Electric Light and Power System" means all real property and Grantee  
18 Facilities used by Grantee in the transmission and distribution of its services that are  
19 located inside the boundaries of the City.
- 20   **(12)** "Gross Revenues" shall be deemed to include any and all revenues derived by  
21 Grantee within the City from Grantee's Electric Light and Power System, and includes,  
22 but is not limited to, the sale of and use of electricity and electric service, and the use,  
23 rental, or lease of Grantee Facilities, after adjustment for the net write-off of uncollectible  
24 accounts. Gross Revenues do not include proceeds from the sale of bonds, mortgages or  
25 other evidence of indebtedness, securities or stocks, or sales at wholesale by one public  
26 utility to another of electrical energy when the utility purchasing such electrical energy is  
27 not the ultimate consumer. Gross Revenues also do not include revenue from joint pole  
28 use. For purposes of this Franchise, revenue from joint pole use includes any revenue

1 collected by Grantee from other franchisees, permittees, or licensees of the City for the  
2 right to attach wires, cable or other facilities or equipment to Grantee's poles or place  
3 them in Grantee's conduits.

4 (12) "NESC" means the National Electrical Safety Code.

5 (13) "OPUC" means the Oregon Public Utility Commission.

6 (14) "Person" means any individual, sole proprietorship, partnership, association,  
7 corporation, cooperative, People's Utility District, or other form of organization  
8 authorized to do business in the State of Oregon, and includes any natural person.

9 (15) "Public ROW" shall have the meaning described in Section 1(A).

10 (16) "PUE" shall have the meaning described in Section 1(A).

11 (17) "Term" shall have the meaning described in Section 2(B).

12 (18) "Year," "annual," or "annually" means the period consisting of a full calendar year,  
13 beginning January 1 and ending December 31, unless otherwise provided in this  
14 Franchise.

15 **SECTION 4. CONSTRUCTION**

16 (A) **Construction.** Subject to the NESC, Grantee's Electric Light and Power System  
17 shall be constructed and maintained in such manner as not to interfere with sewers, water  
18 pipes, or any other property of the City, or with any other pipes, wires, conduits or other  
19 facilities that may have been laid in the Public ROW by or under the City's authority.  
20 Grantee shall comply with all applicable City permitting requirements prior to  
21 commencing any construction in the Public ROW. Assuming there is sufficient space in  
22 the Public ROW that meets the Grantee's construction standards as provided to the  
23 OPUC and NESC requirements, all poles shall be placed between the sidewalk and the  
24 edge of the Public ROW unless another location is approved by the City Engineer. To the  
25 extent the City has authority to do so, the City shall impose a condition on its land use  
26 development approval that the developer either (i) provide a sufficient location in the  
27 Public ROW located in the land use development for Grantee Facilities that meet the  
28 applicable Grantee construction standards and NESC requirements, or (ii) provide or

1 obtain an easement for Grantee Facilities that meet the applicable Grantee construction  
2 standards and NESC requirements. .

3 **(B) Acquisition.** Subsequent to the Effective Date, upon Grantee's acquisition of  
4 additional Grantee Facilities in the Public ROW, or upon any addition or annexation to  
5 the City of any area in which Grantee retains Grantee Facilities in the Public ROW of  
6 such addition or annexation, Grantee shall submit to the City a statement describing all  
7 Grantee Facilities involved, whether authorized by a franchise agreement or upon any  
8 other form of prior right, together with a map, as described in Section 5, specifying the  
9 location of all such Grantee Facilities. Such Grantee Facilities shall immediately be  
10 subject to the terms of this Franchise.

11 **(C) Emergency Repairs.** In the event Emergency repairs to Grantee Facilities are  
12 necessary, Grantee shall as soon as reasonably possible notify the City of the need for  
13 such repairs. Grantee may immediately initiate such Emergency repairs and, if permits  
14 are required by City, apply for appropriate permits the next business day or as soon as  
15 reasonably possible following discovery of the Emergency. In the event excavation is  
16 necessary in conjunction with the repairs, Section 6 shall also apply. The Grantee will  
17 provide the City with the name and 24 hour telephone numbers of Grantee's emergency  
18 contacts available to respond during emergencies.

19 **(D) Reasonable Care.** All work completed by Grantee within the Public ROW shall  
20 be conducted with reasonable care and with the goal of minimizing the risk to those using  
21 the Public ROW and to minimize the risk of damage to public and third party property.  
22 All work shall be performed in accordance with all applicable laws and regulations,  
23 including but not limited to the NESC. Any work completed by Grantee within the Public  
24 ROW may be inspected by the City to determine whether it has been placed in its  
25 approved location according to Grantee's permit issued by the City. If Emergency work  
26 has been completed by Grantee in the Public ROW and the City determines such work  
27 was not completed in a City approved location or in accordance with the City's  
28 applicable published standards, ordinances, rules or regulations, the City shall notify

1 Grantee and provide Grantee with sixty (60) days after the Emergency has passed (or less  
2 if the public safety is threatened) to reperform the work in a City approved location, in  
3 accordance with the NESC.

4 **(E) Cooperation between Grantee and City.** In accordance with state and local law,  
5 rules and regulations, for purposes of this Franchise, including but not limited to Sections  
6 4, 8 and 10, Grantee and City shall work together during any design process affecting the  
7 Public ROW to identify suitable locations for Grantee's Facilities and cooperate to  
8 minimize the economic impact associated with any relocation of Grantee Facilities. The  
9 Grantee and City shall meet at least annually to forecast potential construction, relocation  
10 and other activities which may be subject to this franchise. Grantee shall provide City with a  
11 report no more than once per year which lists any parties or corporate entities using or attaching  
12 to Grantee's Facilities located in the Public ROW. To the extent such information is on record  
13 with Grantee, such report shall include the appropriate physical addresse(s), email addresse(s) and  
14 telephone number(s) of the person(s) or the appropriate departments responsible for managing the  
15 pole attachment for such attaching parties or entities.

16 **SECTION 5. SUPPLYING MAPS.** Grantee shall maintain maps and data pertaining to  
17 the location of Grantee Facilities on file at its corporate offices or at an office in Oregon.  
18 After providing Grantee with twenty-four (24) hours prior notice, the City may inspect  
19 the maps (excluding Grantee proprietary information) at any time during Grantee's  
20 business hours. Upon request of the City and without charge, Grantee shall furnish  
21 current maps to the City by electronic data in read-only format showing the general  
22 location of Grantee Facilities, excluding Grantee proprietary information. Upon request  
23 of Grantee, the City will make available to Grantee any relevant current City prepared  
24 maps or data showing the location of City-owned facilities at no charge to Grantee by  
25 electronic data in read-only format showing the general location of City-owned facilities,  
26 excluding City confidential or proprietary information. Such maps and data will be  
27 provided at no charge to the Grantee if no cost is incurred by the City, other than  
28 reasonable staff time and copying costs, , to produce and deliver them to Grantee. Unless

1 required by law, Grantee will not sell or provide City prepared maps or data to third  
2 parties without written permission from the City.

3 **SECTION 6. EXCAVATION.** Subject to Sections 4 and 7, and after obtaining any  
4 permits required by the City, as well as complying with ORS 757.542 et seq. (Oregon  
5 Utility Notification Center) as they may be amended from time to time, Grantee may  
6 make all necessary excavations within the Public ROW for the purpose of installing,  
7 repairing, upgrading or maintaining Grantee Facilities, except that in the case of an  
8 Emergency, no permit shall be required prior to excavation. Should there be a direct  
9 conflict between any terms or conditions stated in a permit granted by the City and the  
10 terms of this Franchise, the terms of this Franchise shall control unless such term or  
11 condition is required under state or federal law. All excavations made by Grantee in the  
12 Public ROW shall be properly safeguarded for the prevention of accidents. All of  
13 Grantee's work under this Section shall be completed in strict compliance with all  
14 applicable rules, regulations and ordinances of the City and State. Should a customer of  
15 Grantee be required, pursuant to Grantee's tariff on file with the OPUC, to make  
16 excavations that are located in the Public ROW, Grantee shall not be responsible or liable  
17 for any failure by such customer to comply with any applicable rules, regulations, and  
18 ordinances of the City and/or with City standards.

19 **SECTION 7. RESTORATION AFTER EXCAVATION.** Except as otherwise  
20 provided for in this Section, Grantee shall restore the surface of the Public ROW in the  
21 area disturbed by work related to any excavation by Grantee, its subcontractors or agents  
22 to at least the same condition that it was in prior to excavation, in accordance with  
23 generally applicable published City standards; provided, however, Grantee shall not be  
24 required, at Grantee's expense, to pave a gravel street that was gravel prior to the  
25 excavation, install sidewalk panels or curbs that did not exist prior to the excavation, or  
26 construct additional improvements in the Public ROW that did not exist prior to the  
27 excavation. If Grantee fails to restore the Public ROW to at least the same condition that  
28 it was in prior to the excavation, in accordance with generally applicable published or

1 adopted through a public process City standards, the City shall give Grantee written  
2 notice and provide Grantee a reasonable period of time, not to exceed thirty (30) days, to  
3 restore the Public ROW. If the work of Grantee creates a public safety hazard as  
4 determined by the City Engineer, Grantee may be required to repair or restore the Public  
5 ROW within twenty-four (24) hours notice from the City, or such time as agreed between  
6 the City Engineer and Grantee, taking into consideration weather and other relevant  
7 factors. Should Grantee fail to make such repairs or restorations within the  
8 aforementioned time frames, the City may, after providing notice to Grantee and a  
9 reasonable opportunity to cure, refill or repave (as applicable) any opening made by  
10 Grantee in the Public ROW and the expense thereof shall be paid by Grantee within 30  
11 days after receipt of an invoice from the City. The City reserves the right, after providing  
12 notice to Grantee, to remove or repair any work completed by Grantee, which, in the  
13 determination of the City Engineer is inadequate, using a qualified contractor in  
14 accordance with applicable state and federal safety laws and regulations, and Grantee's  
15 construction standards as provided to the OPUC. The cost thereof, including the cost of  
16 inspection and supervision, shall be paid by Grantee. In the event that Grantee's work is  
17 coordinated with other construction work in the Public ROW, the City Engineer may  
18 excuse Grantee from restoring the surface of the Public ROW, providing that as part of  
19 the coordinated work, the Public ROW is restored to good order and condition.

20 **SECTION 8. RELOCATION.**

21 **(A) Permanent Relocation Required by City** – This subsection (A) covers permanent  
22 relocation of overhead Grantee Facilities that will remain overhead, and underground  
23 Grantee Facilities that will remain underground. . Whenever it shall be necessary in  
24 sewerage, grading, or in making any other improvement in any street, alley, road or other  
25 public way or place, to relocate any of Grantee's Facilities, Grantee shall, upon ninety  
26 (90) days written notice from the City or its properly constituted authorities, relocate such  
27 Grantee Facilities and if it fails, neglects or refuses to do so, the City by its properly  
28 constituted authorities, may relocate the same at the expense of the Grantee as set forth

1 below. .Prior to any such relocation the City agrees to provide for suitable location for  
2 such relocated Grantee Facilities sufficient to maintain services. Should Grantee fail to  
3 remove or relocate any such Grantee Facilities within ninety (90) days after the date  
4 established by the City, which, except in the event of a public Emergency, shall not occur  
5 sooner than ninety (90) days after the City provides written notice to remove/relocate to  
6 Grantee, the City may cause or effect such removal or relocation, performed by a  
7 qualified contractor in accordance with applicable state and federal safety laws and  
8 regulations, and the Grantee's construction standards as provided to the OPUC, and the  
9 expense thereof shall be paid by Grantee. However, when the City requests a subsequent  
10 relocation of all or part of the same Grantee Facilities less than two years after the initial  
11 relocation that is necessary or convenient for a public project, and not at the request of or  
12 to accommodate a third party, the subsequent relocation shall be at the expense of the  
13 City, unless the subsequent relocation request is the result of an Emergency.

14 **(B) Notice.** The City will endeavor to provide as much notice prior to requiring Grantee  
15 to relocate Grantee Facilities as reasonably possible. The notice shall specify the date by  
16 which the existing Grantee Facilities must be removed or relocated. Nothing in this  
17 Section 8 shall prevent the City and Grantee from agreeing, either before or after notice is  
18 provided, to a mutually acceptable schedule for relocation. The City and Grantee agree  
19 to work together in good faith during the design process for any project necessitating the  
20 relocation of Grantee's Facilities to establish a suitable location for Grantee's Facilities in  
21 the Public ROW, or PUE, that meet Grantee's construction standards as provided to the  
22 OPUC, the NESC and generally applicable published City standards in order for Grantee  
23 to maintain sufficient service and to minimize the economic impact to Grantee and the  
24 City associated with such relocation of Grantee's Facilities.

25 **(C) Permanent Relocation - Undergrounding.** In accordance with City ordinance and  
26 any applicable law, administrative rule, or regulation, the City may require Grantee to  
27 convert any overhead Grantee Facilities to underground Grantee Facilities at the same or  
28 different locations, subject to the NESC and Grantee's engineering and safety standards.

1 This subsection shall not apply to Grantee Facilities used for or in connection with the  
2 transmission of electric energy at nominal voltages in excess of 35,000 volts or to  
3 pedestals, cabinets or other related above-ground equipment. Any such underground  
4 relocation shall be consistent with applicable development plans or projects of the City  
5 or as approved by the City. The expense of such a conversion shall be paid by Grantee,  
6 and Grantee may recover its costs from its customers in accordance with state law,  
7 administrative rule, or regulation. The City may designate that Grantee collect such costs  
8 from only a portion of its customers within the boundaries of the City in accordance with  
9 OAR 860-022-0046(4) as it may be amended from time to time. Nothing in this  
10 subsection prevents the City and Grantee from agreeing to a different form of cost  
11 recovery on a case-by-case basis consistent with applicable statutes, administrative rules,  
12 or regulations.

13 **(D) Temporary Relocation at Request of City.** This subsection (D) covers temporary  
14 relocation of overhead Grantee Facilities that will remain overhead, as well as  
15 underground Grantee Facilities that will remain underground. The City may require  
16 Grantee to temporarily remove and relocate Grantee Facilities by giving sixty (60) days  
17 notice to Grantee. Prior to such relocation, the City agrees to make a good faith effort to  
18 provide a suitable location in the Public ROW, as mutually agreed, or a temporary  
19 construction easement that meets the Grantee's construction standards as provided to the  
20 OPUC, NESC requirements, and generally applicable published City standards that  
21 allows the Grantee to place its Facilities on the easement in order to maintain sufficient  
22 service until such time as the Grantee moves its Facilities to their permanent location.  
23 The cost of temporary removal or relocation of Grantee Facilities that is necessary or  
24 convenient for public projects, as well as cost of replacing Grantee Facilities in their  
25 permanent location, shall be paid by Grantee. However, when the City requests a  
26 subsequent relocation of all or part of the same Grantee Facilities less than two years  
27 after the initial relocation, that is necessary or convenient for a public project and not at  
28 the request of or to accommodate a third party, the subsequent relocation shall be at the

1 expense of the City unless the relocation is necessitated by a natural disaster or  
2 Emergency.

3 **(E) Relocation at Request of or to Accommodate Third Party.** In the event that any  
4 relocation of Grantee Facilities is requested by or is to accommodate a third party,  
5 Grantee shall seek reimbursement from the third party consistent with the Grantee's tariff  
6 on file with the OPUC and not from the City. Such relocation shall be consistent with any  
7 applicable long-term development plan or projection of the City or approved by the City.  
8 If the relocation of Grantee Facilities is caused or required by the conditions placed by  
9 the City on approval for projects of third parties, such relocation shall in no event fall  
10 under the provisions of subsections (A), (C) or (D) of this Section 8.

11 **(F) Temporary Relocation at Request of Third Parties.** Whenever it is necessary to  
12 temporarily relocate or rearrange any Grantee Facility in order to permit the passage of  
13 any building, machinery or other object, Grantee shall perform the work after receiving  
14 sixty (60) business days written notice from the persons desiring to move the building,  
15 machinery or other object. The notice shall: (1) demonstrate that the third party has  
16 acquired at its expense all necessary permits from the City; (2) detail the route of  
17 movement of the building, machinery, or other object; (3) provide that the person  
18 requesting the temporary relocation shall be responsible for Grantee's costs; (4) provide  
19 that the requestor shall indemnify and hold harmless the City and Grantee from any and  
20 all damages or claims resulting either from the moving of the building, machinery or  
21 other object or from the temporary relocation of Grantee Facilities; and (5) be  
22 accompanied by a cash deposit or other security acceptable to Grantee for the costs of  
23 relocation. Grantee in its sole discretion may waive the security obligation. The cash  
24 deposit or other security shall be in an amount reasonably calculated by Grantee to cover  
25 Grantee's costs of temporary relocation and restoration. All temporary relocations under  
26 this subsection shall comply with ORS 757.805.

27 **SECTION 9. PUBLIC ROW VACATION.** If all or a portion of the Public ROW  
28 used by Grantee is vacated by the City during the Term, and if reasonably possible, the

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1 City shall either condition the approval of the vacation on the reservation of an easement  
2 for Grantee Facilities in their then-current location that prohibits any use of the vacated  
3 property that interferes with Grantee's full enjoyment and use of its easement, or permit  
4 Grantee Facilities to remain in a PUE. If neither of these options is reasonably possible,  
5 Grantee shall, after notice from the City and without expense to the City, remove Grantee  
6 Facilities from such vacated Public ROW, restore, repair or reconstruct the Public ROW  
7 where such removal has occurred in accordance with Section 7. In the event of failure,  
8 neglect or refusal of Grantee, after providing Grantee with ninety (90) days prior written  
9 notice, to repair, restore, or reconstruct such Public ROW, the City may complete such  
10 work or cause it to be completed by a qualified contractor in accordance with applicable  
11 state and federal safety laws and regulations, and the cost thereof shall be borne by the  
12 Grantee. Upon request, the City will use reasonable efforts to cooperate with Grantee to  
13 identify alternative locations within the Public ROW for Grantee Facilities if they are not  
14 permitted to remain in the vacated area.

15 **SECTION 10. CITY PUBLIC WORKS AND IMPROVEMENTS.** Nothing in this  
16 Franchise shall be construed in any way to prevent the City from excavating, grading,  
17 paving, planking, repairing, widening, altering, or completing any work that may be  
18 needed or convenient in the Public ROW that is consistent with the NESC. The City  
19 shall coordinate any such work with Grantee to avoid, to the extent reasonably  
20 foreseeable, any obstruction, injury or restrictions on the use by Grantee of any Grantee  
21 Facilities, and the City shall be responsible for the costs to repair any damage to Grantee  
22 Facilities arising out of City's work. Nothing in this Section relieves either party from  
23 its obligations set forth in Sections 4(E) and 8.

24 **SECTION 11. USE OF GRANTEE FACILITIES.** If City desires to string wires on  
25 Grantee's poles or run wires in Grantee's trenches and/or available conduit for municipal  
26 purposes and to attach fire and police alarm and communication equipment to Grantee's  
27 poles the City shall maintain attachment agreements and permits, provided that such  
28 wires and equipment: a) do not unreasonably interfere with Grantee operations; b)

1 conform to the NESC; and c) the City's excess capacity on such wires and equipment is  
2 not leased to, sold to or otherwise used by non-governmental third parties. Grantee shall  
3 not charge the City for such attachments to its poles or in its conduits; however, the City  
4 shall be responsible to pay for any make-ready and inspections Grantee must perform in  
5 order to provide access to Grantee Facilities for City wires and equipment in accordance  
6 with the NESC. Should any of the City's attachments to Grantee Facilities violate the  
7 NESC, the City shall work with Grantee to address and correct such violations in an  
8 agreed-upon period of time. The City, to the extent permitted by law, shall indemnify  
9 and hold Grantee harmless from loss or damage resulting from the presence of City's  
10 wires and equipment on or in Grantee Facilities. Grantee shall provide City with prompt  
11 notice of any such claim. For purposes of this Franchise, "make-ready" shall mean  
12 engineering or construction activities necessary to make a pole, conduit, or other support  
13 equipment available for a new attachment, attachment modifications, or additional  
14 facilities.

15 **SECTION 12. PAYMENT FOR USE OF PUBLIC ROW.**

16 **(A) Use of Public ROW.** In consideration for its use of the Public ROW in accordance  
17 with the terms of this Franchise, Grantee agrees to pay the City an amount equal to 3 1/2  
18 percent of the Gross Revenue received by Grantee during the previous calendar year.  
19 The current year's franchise fee shall be based on the Gross Revenue collected by  
20 Grantee during the previous calendar year, and shall be paid on an annual basis. To the  
21 extent permissible under state law and regulation, the payment imposed by this  
22 subsection shall be considered an operating expense of Grantee and shall not be itemized  
23 or billed separately to consumers within the City.

24 **(B) Property Tax Limitations Do Not Apply.** The payment described in this Section  
25 12 is not subject to the property tax limitations of Article XI, Sections 11(b) and 11(19)  
26 of the Oregon Constitution and is not a fee imposed on property or property owners by  
27 fact of ownership.

1 **(C) Privilege Tax.** The City shall retain the right, as permitted by Oregon law, to charge  
2 a privilege tax based on a percentage of the Gross Revenue in addition to the payment  
3 amounts set forth in subsection (A), The City shall provide Grantee at least ninety (90)  
4 days notice prior to any privilege tax or increase in privilege tax becoming effective.  
5 Grantee shall follow state regulations regarding the inclusion of such privilege tax as an  
6 itemized charge on the electricity bills of its customers within the City.

7 **(D) Remittance of Annual Payment.** Grantee shall remit to the Director of Finance on  
8 or before the first (1st) day of April of each year, the annual 3 ½% franchise fee payment,  
9 as well as payment of any additional privilege tax, to be made in such year. Payment  
10 must be made in immediately available federal funds. No later than the date of the annual  
11 payment, Grantee shall provide the City a statement, under oath, showing the Gross  
12 Revenue for the preceding year.

13 **(E) Acceptance of Payment.** Acceptance by the City of any payment due under this  
14 Section shall not be a waiver by the City of any breach of this Franchise occurring prior  
15 to the acceptance, nor shall the acceptance by the City preclude the City from later  
16 establishing that a larger amount was actually due, or from collecting the balance due to  
17 the City.

18 **(F) Late Payments.** Interest on late payments shall accrue at PGE's cost of debt  
19 approved by the OPUC plus 100 basis points as of the due date, from the due date and  
20 shall be computed based on the actual number of days elapsed from the due date until  
21 payment. Interest shall accrue without regard to whether the City has provided notice of  
22 delinquency.

23 **(G) No Exemption From Other Fees or Taxes.** Payment of the amounts described in  
24 this Section 12 shall not exempt Grantee from the payment of any other license fee, tax or  
25 charge on the business, occupation, property or income of Grantee that may be lawfully  
26 imposed by the City or any other taxing authority, except as may otherwise be provided  
27 in the ordinance or laws imposing such other license fee, tax or charge.

28 **(H) Direct Access and Volumetric Methodologies.** The City may, consistent with state  
29 law, direct that the payments made under this Section 12 be based on volume-based  
30 methodologies as specifically described in ORS 221.655 instead of the formula set out in

1 subsections 12 (A) and (C). Notice must be given to Grantee in writing for the subsequent  
2 payments to be made using volume-based methodology. The volumetric calculation shall  
3 apply to payments made in one calendar year (based on January 1 to December 31  
4 billings from the previous calendar year). The choice to use volumetric methodology  
5 must be renewed annually by the City. No notice is necessary if the City chooses to  
6 remain on the revenue-based calculation.

7 **(I) Payment Obligation Survives Franchise.** If prior to the expiration of this Franchise  
8 the parties do not finish negotiation of a new franchise agreement, the obligation to make  
9 the payments imposed by this Section 12 shall survive expiration of this Franchise until a  
10 new franchise agreement becomes effective and supersedes this Franchise. In the event  
11 this Franchise is terminated before expiration, Grantee shall make the remaining  
12 payments owed, if any, within ninety (90) days of the termination date.

13 **SECTION 13. AUDIT.**

14 **(A) Audit Notice and Record Access.** The City may audit Grantee's calculation of  
15 Gross Revenues. Within ten (10) business days after receiving a written request from the  
16 City, or such other time frame as agreed by both parties, Grantee shall furnish the City  
17 and any auditor retained by the City: (1) information sufficient to demonstrate that  
18 Grantee is in compliance with this Franchise; and (2) access to all books, records, maps  
19 and other documents maintained by Grantee with respect to Grantee Facilities that are  
20 necessary for the City to perform such audit. Grantee shall provide access to such  
21 information to City within the City, or the Portland, Oregon metropolitan area, during  
22 regular Grantee business hours.

23 **(B) Audit Payment.** If the City's audit shows that the amounts due to the City are  
24 higher than those based on the Grantee's calculation of Gross Revenue, then Grantee  
25 shall make a payment for the difference within sixty (60) days after the delivery to  
26 Grantee of the audit results. In addition to paying any underpayment, Grantee shall pay  
27 interest at the prevailing annual average yield of the State of Oregon's local government  
28 interest pool, but not penalties, as specified in this Franchise, from the original due date.  
29 In the event the City's audit shows that Grantee's calculation of Gross Revenue resulted  
30 in an overpayment to the City by five percent (5%) or more in any one year, the Grantee  
31 may deduct such overpayment from the next annual franchise fee payment. If the City's

1 audit shows that the amounts due to the City based on the Grantee's calculation of Gross  
2 Revenue deviated by five percent (5%) or more in any one year from the City's  
3 calculation during the audit, Grantee shall reimburse the City for the incremental cost  
4 associated with the audit, not to exceed one percent (1%) of the total annual franchise fee  
5 payment for the applicable audit period.

6 **SECTION 14. TERMINATION AND REMEDIES.**

7 **(A) By City for Cause.** If Grantee ceases to maintain Grantee Facilities in accordance  
8 with the maintenance commitments outlined in the Service Quality Measures Review  
9 filed with the OPUC, and this causes an increase in the risk to the public of personal  
10 injury or property damage, the City shall notify Grantee and Grantee shall have thirty  
11 (30) days after the date of the notice to eliminate such risk or, if such risk cannot be  
12 eliminated within thirty (30) days, such mutually agreed upon time period as is required  
13 to eliminate such risk and Grantee shall bear all costs related to remedying the risk. If  
14 Grantee does not eliminate the risk in accordance with the preceding sentence, the City  
15 may then terminate this Franchise by providing Grantee written notice of termination.

16 **(B) By City if City Will Provide Service.** The City may terminate this Franchise upon  
17 one year's written notice to Grantee in the event that the City decides to engage in public  
18 ownership of the electric facilities located in the Public ROW and the public distribution  
19 of electric energy to customers throughout the City in accordance with ORS 758.470.

20 **(C) City Reserves Right to Terminate.** In addition to any other rights provided for in  
21 this Franchise, the City reserves the right, subject to subsections 14 (E) and (F), to  
22 terminate this Franchise in the event that:

- 23 **(1)** The Grantee materially violates any material provision of this Franchise;  
24 **(2)** The Grantee is found by a court of competent jurisdiction to have practiced any  
25 material fraud or deceit upon the City;  
26 **(3)** There is a final determination that Grantee has failed, refused, neglected or is  
27 otherwise unable to obtain or maintain Grantee's service territory designation required by  
28 any federal or state regulatory body regarding Grantee's operation of Grantee's Electric  
29 Light and Power System; or  
30 **(4)** Grantee becomes unable or unwilling to pay its debts, or is adjudged bankrupt.

1 **(D) Material Provisions.** For purposes of this Section 14, the following are material  
2 provisions of this Franchise, allowing the City to exercise its rights under this Section 14  
3 or as set forth elsewhere in this Franchise:

4 **(1)** The invalidation, failure to pay or any suspension of Grantee's payments of franchise  
5 fees or privilege taxes to the City for use of the Public ROW under this Franchise;

6 **(2)** Any failure by Grantee to submit timely reports as may be requested by the City,  
7 regarding the calculation of its franchise fees or privilege taxes paid or to be paid to the  
8 City;

9 **(3)** Any failure by Grantee to maintain the liability insurance or self insurance required  
10 under this Franchise;

11 **(4)** Any failure by Grantee to provide copies of requested information as provided under  
12 Sections 4, 5, and 13 above; and

13 **(5)** Any failure by Grantee to otherwise substantially comply with the requirements of  
14 Section 4 through Section 20 of this Franchise, unless otherwise agreed.

15 **(E) Notice and Opportunity to Cure.** The City shall provide Grantee thirty (30) days  
16 prior written notice of its intent to exercise its rights under this Section 14, stating the  
17 reasons for such action. If Grantee cures the basis for termination to City's reasonable  
18 satisfaction or if Grantee initiates efforts satisfactory to the City to remedy the basis for  
19 termination and the efforts continue in good faith within the thirty (30) day notice period,  
20 the City shall not exercise its remedy rights. If Grantee fails to cure the basis for  
21 termination or if Grantee does not undertake and/or maintain efforts satisfactory to the  
22 City to remedy the basis for termination within the thirty (30) day notice period, then the  
23 City Council may impose any or all of the remedies available under this Section 14.

24 **(F) Remedies.** In determining which remedy or remedies are appropriate, the City shall  
25 consider the nature of the violation, the person or persons burdened by the violation, the  
26 nature of the remedy required in order to prevent further such violations, and any other  
27 matters the City deems appropriate.

28 **(G) Financial Penalty.** In addition to any rights set out elsewhere in this Franchise, as  
29 well as its rights under the City Code or other law, the City reserves the right at its sole

1 option to impose a financial penalty of up to \$500.00 per day per material violation of a  
2 material provision of this Franchise when the opportunity to cure has passed.

3 **SECTION 15. ASSIGNMENT OF FRANCHISE.** Grantee may not sell, assign,  
4 transfer, or convey this Franchise to a third party without the City Council giving its  
5 consent in a duly passed ordinance or resolution. Upon obtaining such consent, this  
6 Franchise shall inure to and bind such third party. Grantee shall not sell or assign this  
7 Franchise to an entity that is not authorized by the OPUC to provide electric service to  
8 retail consumers in the City or is not otherwise authorized to provide electric service to  
9 retail consumers under Oregon law. Prior to any proposed transfer, Grantee shall be in  
10 full compliance with this Franchise and the proposed transferee shall agree in writing to  
11 be bound by this Franchise. In the event Grantee is purchased by or merged into another  
12 entity and Grantee survives such purchase or merger as a public utility, Grantee shall  
13 provide notice to the City of such purchase or merger, but shall have no obligation under  
14 this Franchise to obtain the consent of the City Council for such purchase or merger.

15 **SECTION 16. REMOVAL OF FACILITIES.** If this Franchise is terminated or  
16 expires on its own terms and is not renewed or replaced by a new franchise agreement or  
17 similar authorization, the City may determine whether Grantee Facilities are to be  
18 removed at Grantee's expense from the Public ROW or remain in place. The City shall  
19 provide written notice of any requirement to move Grantee Facilities and shall provide  
20 Grantee sixty (60) days to comment on such requirement to move Grantee Facilities.  
21 Following consideration of any such comments, the City Manager may issue an order  
22 requiring removal of Grantee Facilities within nine (9) months after such order is  
23 declared.

24 **SECTION 17. NONDISCRIMINATION.** Grantee shall provide service to electric  
25 light and power consumers in the City without undue discrimination or undue preference  
26 or disadvantage, in accordance with Oregon law.  
27 .

1 **SECTION 18. INDEMNIFICATION.** To the fullest extent permitted by law, Grantee  
2 shall indemnify and hold harmless the City, its elected and appointed officials, officers,  
3 agents and employees against any and all claims, damages, costs and expenses, including  
4 attorney's fees and costs, to which the City may be subjected as a result of any negligent  
5 or willful misconduct of Grantee, or its affiliates, officers, employees, agents, contractors  
6 or subcontractors arising out of the rights and privileges granted by this Franchise.. The  
7 obligations imposed by this Section shall survive termination of this Franchise.

8 **SECTION 19. INSURANCE.** Grantee shall obtain and maintain in full force and  
9 effect, for the entire Term, the following insurance covering risks associated with  
10 Grantee's ownership and use of Grantee Facilities and the Public ROW:

11 **(A)** Commercial General Liability insurance covering all operations by or on behalf of  
12 Grantee for Bodily Injury and Property Damage, including Completed Operations and  
13 Contractors Liability coverage, in an amount not less than Two Million Dollars  
14 (\$2,000,000.00) per occurrence and in the aggregate.

15 **(B)** Business Automobile Liability insurance to cover any vehicles used in connection  
16 with its activities under this Franchise, with a combined single limit not less than One  
17 Million Dollars (\$1,000,000.00) per accident.

18 **(C)** Workers' Compensation coverage as required by law and Employer's Liability  
19 Insurance with limits of \$1,000,000. With the exception of Workers' Compensation and  
20 Employers Liability coverage, Grantee shall name the City as an additional insured on all  
21 applicable policies. No insurance policy may be canceled unless Grantee provides at  
22 least thirty (30) days prior written notice to the City. Grantee shall provide the City with a  
23 certificate of insurance evidencing such coverage as a condition of this Franchise and  
24 shall provide updated certificates upon written request.

25 **(D)** The insurance shall be without prejudice to coverage otherwise existing and with the  
26 exception of Workers' Compensation and Employers Liability shall name as additional  
27 insureds the City, its elected and appointed officials, its officers, agents and employees;  
28 provided however that the such additional insured status shall only extend to the extent of

1 Grantee's contractually assumed indemnity obligation as outlined under Section 18 of  
2 this Agreement.

3 **(E) In Lieu of Insurance.** In lieu of the insurance policies required by this  
4 Section 19, Grantee shall have the right to self-insure any and all of the coverage  
5 outlined hereunder. If Grantee elects to self-insure, it shall do so in an amount at  
6 least equal to the coverage requirements of this Section 19 in a form acceptable to  
7 the City and such coverage shall have the same protections for City and  
8 requirements of the Grantee as provided in this Section 19. Grantee shall provide  
9 proof of self-insurance to the City before this Franchise takes effect and thereafter  
10 upon request by the City.

11 **SECTION 20. DAMAGE TO FACILITIES.** The City shall not be liable for  
12 any consequential damages or losses resulting from any damage to or loss of any  
13 facility as a result of or in connection with any work by or for the City unless the  
14 damage or loss is the direct and proximate result of willful, intentionally tortious,  
15 negligent or malicious acts or omissions by the City, its employees, or agents. In  
16 such case, the City shall indemnify and hold harmless Grantee against any and all  
17 claims, damages, costs and expenses, including attorney's fees and costs, arising  
18 from such willful, intentionally tortious, negligent, or malicious acts or omissions,  
19 subject to any applicable limitations in the Oregon Constitution and the Oregon  
20 Tort Claims Act. The obligations imposed by the Section are intended to survive  
21 termination of this Franchise.

22 **SECTION 21. LIMITATION ON PRIVILEGES.** All rights and authority  
23 granted to Grantee by the City under this Franchise are conditioned on the  
24 understanding and agreement that the privileges in the Public ROW shall not be  
25 an enhancement of Grantee's properties or an asset or item of ownership of  
26 Grantee.

27 **SECTION 22. FRANCHISE NOT EXCLUSIVE.** This Franchise is not  
28 exclusive and shall not be construed to limit the City from granting rights,

1 privileges and authority to other persons similar to or different from those set  
2 forth in this Franchise.

3 **SECTION 23. REMEDIES AND PENALTIES NOT EXCLUSIVE.** All  
4 remedies and penalties under this Franchise, including termination, are  
5 cumulative and not exclusive, and the recovery or enforcement by one available  
6 remedy or imposition of a penalty is not a bar to recovery or enforcement by any  
7 other remedy or imposition of any other penalty. The City reserves the right to  
8 enforce the provisions of any City ordinance or resolution and to avail itself to  
9 any and all remedies available at law or in equity. Failure to enforce any term,  
10 condition or obligation of this Franchise shall not be construed as a waiver of a  
11 breach of any term, condition or obligation of this Franchise. A specific waiver of  
12 a particular breach of any term, condition or obligation of this Franchise shall not  
13 be a waiver of any other, subsequent or future breach of the same or any other  
14 term, condition or obligation of this Franchise.

15 **SECTION 24. SEVERABILITY CLAUSE.** If any section, subsection,  
16 sentence, clause, phrase, or other portion of this Franchise is, for any reason, held  
17 to be invalid or unconstitutional by a court of competent jurisdiction, all portions  
18 of this Franchise that are not held to be invalid or unconstitutional shall remain in  
19 effect until this Franchise is terminated or expired. After any declaration of  
20 invalidity or unconstitutionality of a portion of this Franchise, either party may  
21 demand that the other party meet to discuss amending the terms of this Franchise  
22 to conform to the original intent of the parties. If the parties are unable to agree  
23 on a revised franchise agreement within ninety (90) days after a portion of this  
24 Franchise is found to be invalid or unconstitutional, either party may terminate  
25 this Franchise by delivering one hundred and eighty (180) days notice to the other  
26 party.

27 **SECTION 25. NOTICE.** Any notice provided for under this Franchise shall be  
28 sufficient if in writing and (1) delivered personally to the following addressee, (2)

1 deposited in the United States mail, postage prepaid, certified mail, return receipt  
2 requested, (3) sent by overnight or commercial air courier (such as Federal  
3 Express or UPS), or (4) sent by facsimile transmission with verification of receipt,  
4 addressed as follows, or to such other address as the receiving party hereafter  
5 shall specify in writing:

6 **If to the City:**

7 **City Administrator City of Gladstone, Oregon**  
8 **525 Portland Ave**  
9 **Portland, Oregon 97027**  
10 **FAX # (503) 650-8938**

11 **With a copy to: City Attorney**

12 **Beery, Elsner and Hammond**  
13 **City Attorney for City of Gladstone**  
14 **1750 SW Harbor Way, Ste 380**  
15 **Portland, Oregon 97201**  
16 **FAX # (503) 226-2348**

17 **If to the Grantee:**

18 **Portland General Electric Company**  
19 **Att: Government Affairs**  
20 **121 SW Salmon St**  
21 **Portland, OR 97204**  
22 **FAX: (503) 464-2354**

23 **With a copy to:**

24 **Portland General Electric Company**  
25 **Att: General Counsel**  
26 **One World Trade Center, 17<sup>th</sup> Floor**  
27 **121 SW Salmon Street**  
28 **Portland, OR 97204**  
29 **FAX: (503) 464-2200**

1 Any such notice, communication or delivery shall be deemed effective and  
2 delivered upon the earliest to occur of actual delivery, three (3) business days  
3 after depositing in the United States mail, one (1) business day after shipment by  
4 commercial air courier or the same day as confirmed facsimile transmission (or  
5 the first business day thereafter if faxed on a Saturday, Sunday or legal holiday).

6 IN WITNESS WHEREOF, the parties, through their duly authorized  
7 representatives, have executed this Franchise as of the dates indicated below.

8

PORTLAND GENERAL ELECTRIC CITY  
COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

9

**INFORMATION  
ONLY**



# City of Gladstone Financial Report

March 2013

## Year To Date

| Fund                   | Cash Balance<br>July 1, 2012 | Cash In       | Cash Out     | Net Cash In<br>(Cash Out) | Cash Balance<br>March 31, 2013 |
|------------------------|------------------------------|---------------|--------------|---------------------------|--------------------------------|
| General                | 2,494,266.94                 | 5,278,771.64  | 4,371,057.62 | 907,714.02                | 3,401,980.96                   |
| Storm & Sanitary Sewer | 920,364.56                   | 1,275,992.69  | 1,159,321.35 | 116,671.34                | 1,037,035.90                   |
| Water                  | 817,581.20                   | 2,149,443.88  | 1,934,645.70 | 214,798.18                | 1,032,379.38                   |
| Road & Street          | 376,982.17                   | 499,874.87    | 389,334.85   | 110,540.02                | 487,522.19                     |
| 911 Excise Tax         | 13,402.81                    | 28,210.32     | -            | 28,210.32                 | 41,613.13                      |
| State Revenue Sharing  | 618,728.19                   | 80,641.79     | 17,296.90    | 63,344.89                 | 682,073.08                     |
| Police Levy            | 402,838.13                   | 475,488.35    | 391,923.49   | 83,564.86                 | 486,402.99                     |
| Fire/Medical Services  | 445,932.79                   | 229,270.68    | 90,739.78    | 138,530.90                | 584,463.69                     |
| Library Capital Fund   | 2,029,338.49                 | 8,827.53      | 3,370.00     | 5,457.53                  | 2,034,796.02                   |
| Total City             | 8,119,435.28                 | 10,026,521.75 | 8,357,689.69 | 1,668,832.06              | 9,788,267.34                   |
| Urban Renewal          | 1,971,473.70                 | 812,405.21    | 99,410.49    | 712,994.72                | 2,684,468.42                   |

## Month

| Fund                   | Cash Balance<br>March 1, 2013 | Cash In      | Cash Out   | Net Cash In<br>(Cash Out) | Cash Balance<br>March 31, 2013 |
|------------------------|-------------------------------|--------------|------------|---------------------------|--------------------------------|
| General                | 3,336,865.26                  | 491,423.07   | 426,307.37 | 65,115.70                 | 3,401,980.96                   |
| Storm & Sanitary Sewer | 870,564.90                    | 222,753.36   | 56,282.36  | 166,471.00                | 1,037,035.90                   |
| Water                  | 980,041.22                    | 294,154.32   | 241,816.16 | 52,338.16                 | 1,032,379.38                   |
| Road & Street          | 495,421.68                    | 56,359.40    | 64,258.89  | (7,899.49)                | 487,522.19                     |
| 911 Excise Tax         | 41,594.09                     | 19.04        | -          | 19.04                     | 41,613.13                      |
| State Revenue Sharing  | 681,770.43                    | 302.65       | -          | 302.65                    | 682,073.08                     |
| Police Levy            | 498,118.45                    | 17,440.88    | 29,156.34  | (11,715.46)               | 486,402.99                     |
| Fire/Medical Services  | 584,423.68                    | 8,526.57     | 8,486.56   | 40.01                     | 584,463.69                     |
| Library Capital Fund   | 2,033,865.18                  | 930.84       | -          | 930.84                    | 2,034,796.02                   |
| Total City             | 9,522,664.89                  | 1,091,910.13 | 826,307.68 | 265,602.45                | 9,788,267.34                   |
| Urban Renewal          | 2,655,835.14                  | 30,388.28    | 1,755.00   | 28,633.28                 | 2,684,468.42                   |

# City of Gladstone Financial Report

March 2013

75%

| By Appropriation<br>& Function | Year to Date<br>Expenditures | Fiscal Year<br>Appropriation | Remaining<br>Appropriation \$ | %             |
|--------------------------------|------------------------------|------------------------------|-------------------------------|---------------|
|                                |                              |                              |                               | Expended      |
| General Fund                   | 3,814,637.45                 | 7,506,761.00                 | 3,692,123.55                  | 50.82%        |
| Personal Services              | 2,544,932.91                 | 3,725,916.00                 | 1,180,983.09                  | 68.30%        |
| Materials & Services           | 1,061,788.34                 | 1,488,064.00                 | 426,275.66                    | 71.35%        |
| Capital Outlay                 | 207,916.20                   | 1,341,457.00                 | 1,133,540.80                  | 15.50%        |
| Contingency                    | -                            | 401,471.00                   | 401,471.00                    | 0.00%         |
| Unappropriated Fund Balance    | -                            | 549,853.00                   | 549,853.00                    | 0.00%         |
| <b>Total General Fund</b>      | <b>3,814,637.45</b>          | <b>7,506,761.00</b>          | <b>3,692,123.55</b>           | <b>50.82%</b> |
| Storm & Sanitary Sewer         | 1,159,321.35                 | 2,369,139.00                 | 1,209,817.65                  | 48.93%        |
| Personal Services              | 170,073.35                   | 239,985.00                   | 69,911.65                     | 70.87%        |
| Materials & Services           | 860,150.23                   | 1,332,395.00                 | 472,244.77                    | 64.56%        |
| Capital Outlay                 | 129,097.77                   | 772,768.00                   | 643,670.23                    | 16.71%        |
| Transfers Out                  | -                            | 23,991.00                    | 23,991.00                     | 0.00%         |
| Contingency                    | -                            | -                            | -                             | 0.00%         |
| <b>Total Sewer Fund</b>        | <b>1,159,321.35</b>          | <b>2,369,139.00</b>          | <b>1,209,817.65</b>           | <b>48.93%</b> |
| Water Fund                     | 722,470.70                   | 1,674,663.00                 | 952,192.30                    | 43.14%        |
| Personal Services              | 196,617.60                   | 298,090.00                   | 101,472.40                    | 65.96%        |
| Materials & Services           | 397,976.11                   | 672,100.00                   | 274,123.89                    | 59.21%        |
| Capital Outlay                 | 89,781.36                    | 368,444.00                   | 278,662.64                    | 24.37%        |
| Debt Service                   | 38,095.63                    | 193,347.00                   | 155,251.37                    | 19.70%        |
| Transfer Out                   | -                            | 142,682.00                   | 142,682.00                    | 0.00%         |
| <b>Total Water Fund</b>        | <b>722,470.70</b>            | <b>1,674,663.00</b>          | <b>952,192.30</b>             | <b>43.14%</b> |
| Road & Street Fund             | 389,304.51                   | 843,751.00                   | 454,446.49                    | 46.14%        |
| Personal Services              | 125,726.68                   | 171,033.00                   | 45,306.32                     | 73.51%        |
| Materials & Services           | 142,549.52                   | 223,575.00                   | 81,025.48                     | 63.76%        |
| Capital Outlay                 | 121,028.31                   | 393,783.00                   | 272,754.69                    | 30.73%        |
| Transfers Out                  | -                            | 55,360.00                    | 55,360.00                     | 0.00%         |
| <b>Total Sewer Fund</b>        | <b>389,304.51</b>            | <b>843,751.00</b>            | <b>454,446.49</b>             | <b>46.14%</b> |
| 911 Excise Tax                 | -                            | 40,000.00                    | 40,000.00                     | 0.00%         |
| State Revenue Sharing          | 17,296.90                    | 809,218.00                   | 791,921.10                    | 2.14%         |
| Police Levy Fund               | 391,923.49                   | 938,797.00                   | 546,873.51                    | 41.75%        |
| Personal Services              | 295,817.86                   | 541,270.00                   | 245,452.14                    | 54.65%        |
| Materials & Services           | 86,677.03                    | 114,850.00                   | 28,172.97                     | 75.47%        |
| Capital Outlay                 | 9,428.60                     | 270,134.00                   | 260,705.40                    | 3.49%         |
| Transfers Out                  | -                            | 12,543.00                    | 12,543.00                     | 0.00%         |
| <b>Total General Fund</b>      | <b>391,923.49</b>            | <b>938,797.00</b>            | <b>546,873.51</b>             | <b>41.75%</b> |
| Fire/Medical Services          | 90,739.78                    | 668,803.00                   | 578,063.22                    | 13.57%        |
| Personal Services              | 84,444.29                    | 130,841.00                   | 46,396.71                     | 64.54%        |
| Materials & Services           | 4,788.88                     | 20,000.00                    | 15,211.12                     | 23.94%        |
| Capital Outlay                 | 1,506.61                     | 512,690.00                   | 511,183.39                    | 0.29%         |
| Transfer Out                   | -                            | 5,272.00                     | 5,272.00                      | 0.00%         |
| <b>Total General Fund</b>      | <b>90,739.78</b>             | <b>668,803.00</b>            | <b>578,063.22</b>             | <b>13.57%</b> |
| Library Capital Fund           | 3,370.00                     | 9,508,001.00                 | 9,504,631.00                  | 0.04%         |
| Urban Renewal                  | 99,410.49                    | 10,267,054.18                | 10,167,643.69                 | 0.97%         |

# City of Gladstone Financial Report

February 2013

| Year To Date           |                     | Cash Balance        | Cash In             | Cash Out            | Net Cash In         | Cash Balance      |
|------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|-------------------|
| Fund                   | July 1, 2012        |                     |                     |                     | (Cash Out)          | February 28, 2013 |
| General                | 2,494,266.94        | 4,787,348.57        | 3,944,750.25        | 842,598.32          | 3,336,865.26        |                   |
| Storm & Sanitary Sewer | 920,364.56          | 1,053,239.33        | 1,103,038.99        | (49,799.66)         | 870,564.90          |                   |
| Water                  | 817,581.20          | 1,855,289.56        | 1,692,829.54        | 162,460.02          | 980,041.22          |                   |
| Road & Street          | 376,982.17          | 443,515.47          | 325,075.96          | 118,439.51          | 495,421.68          |                   |
| 911 Excise Tax         | 13,402.81           | 28,191.28           | -                   | 28,191.28           | 41,594.09           |                   |
| State Revenue Sharing  | 618,728.19          | 80,339.14           | 17,296.90           | 63,042.24           | 681,770.43          |                   |
| Police Levy            | 402,838.13          | 458,047.47          | 362,767.15          | 95,280.32           | 498,118.45          |                   |
| Fire/Medical Services  | 445,932.79          | 220,744.11          | 82,253.22           | 138,490.89          | 584,423.68          |                   |
| Library Capital Fund   | 2,029,338.49        | 7,896.69            | 3,370.00            | 4,526.69            | 2,033,865.18        |                   |
| <b>Total City</b>      | <b>8,119,435.28</b> | <b>8,934,611.62</b> | <b>7,531,382.01</b> | <b>1,403,229.61</b> | <b>9,522,664.89</b> |                   |
| Urban Renewal          | 1,971,473.70        | 782,016.93          | 97,655.49           | 684,361.44          | 2,655,835.14        |                   |

| Month                  |                     | Cash Balance      | Cash In           | Cash Out         | Net Cash In         | Cash Balance      |
|------------------------|---------------------|-------------------|-------------------|------------------|---------------------|-------------------|
| Fund                   | February 1, 2013    |                   |                   |                  | (Cash Out)          | February 28, 2013 |
| General                | 3,076,078.20        | 720,413.49        | 459,626.43        | 260,787.06       | 3,336,865.26        |                   |
| Storm & Sanitary Sewer | 1,033,440.13        | 44,092.48         | 206,967.71        | (162,875.23)     | 870,564.90          |                   |
| Water                  | 1,016,028.66        | 73,588.37         | 109,575.81        | (35,987.44)      | 980,041.22          |                   |
| Road & Street          | 494,055.98          | 58,602.09         | 57,236.39         | 1,365.70         | 495,421.68          |                   |
| 911 Excise Tax         | 41,576.59           | 17.50             | -                 | 17.50            | 41,594.09           |                   |
| State Revenue Sharing  | 683,435.05          | 274.71            | 1,939.33          | (1,664.62)       | 681,770.43          |                   |
| Police Levy            | 532,484.89          | 5,256.01          | 39,662.45         | (34,406.44)      | 498,078.45          |                   |
| Fire/Medical Services  | 590,325.45          | 2,666.53          | 8,568.30          | (5,901.77)       | 584,423.68          |                   |
| Library Capital Fund   | 2,033,009.29        | 855.89            | -                 | 855.89           | 2,033,865.18        |                   |
| <b>Total City</b>      | <b>9,500,434.24</b> | <b>905,767.07</b> | <b>883,576.42</b> | <b>22,190.65</b> | <b>9,522,624.89</b> |                   |
| Urban Renewal          | 2,647,096.36        | 9,636.28          | 897.50            | 8,738.78         | 2,655,835.14        |                   |

# City of Gladstone Financial Report

February 2013  
66.66%

| By Appropriation<br>& Function | Year to Date<br>Expenditures | Fiscal Year<br>Appropriation | Remaining<br>Appropriation \$ | %             |
|--------------------------------|------------------------------|------------------------------|-------------------------------|---------------|
|                                |                              |                              |                               | Expended      |
| General Fund                   | 3,428,137.15                 | 7,506,761.00                 | 4,078,623.85                  | 45.67%        |
| Personal Services              | 2,261,224.22                 | 3,725,916.00                 | 1,464,691.78                  | 60.69%        |
| Materials & Services           | 967,737.44                   | 1,488,064.00                 | 520,326.56                    | 65.03%        |
| Capital Outlay                 | 199,175.49                   | 1,341,457.00                 | 1,142,281.51                  | 14.85%        |
| Contingency                    | -                            | 401,471.00                   | 401,471.00                    | 0.00%         |
| Unappropriated Fund Balance    | -                            | 549,853.00                   | 549,853.00                    | 0.00%         |
| <b>Total General Fund</b>      | <b>3,428,137.15</b>          | <b>7,506,761.00</b>          | <b>4,078,623.85</b>           | <b>45.67%</b> |
|                                |                              |                              |                               |               |
| Storm & Sanitary Sewer         | 1,103,038.99                 | 2,369,139.00                 | 1,266,100.01                  | 46.56%        |
| Personal Services              | 151,206.84                   | 239,985.00                   | 88,778.16                     | 63.01%        |
| Materials & Services           | 857,342.98                   | 1,332,395.00                 | 475,052.02                    | 64.35%        |
| Capital Outlay                 | 94,489.17                    | 772,768.00                   | 678,278.83                    | 12.23%        |
| Transfers Out                  | -                            | 23,991.00                    | 23,991.00                     | 0.00%         |
| Contingency                    | -                            | -                            | -                             | 0.00%         |
| <b>Total Sewer Fund</b>        | <b>1,103,038.99</b>          | <b>2,369,139.00</b>          | <b>1,266,100.01</b>           | <b>46.56%</b> |
|                                |                              |                              |                               |               |
| Water Fund                     | 641,238.16                   | 1,674,663.00                 | 1,033,424.84                  | 38.29%        |
| Personal Services              | 174,443.20                   | 298,090.00                   | 123,646.80                    | 58.52%        |
| Materials & Services           | 375,820.13                   | 672,100.00                   | 296,279.87                    | 55.92%        |
| Capital Outlay                 | 52,879.20                    | 368,444.00                   | 315,564.80                    | 14.35%        |
| Debt Service                   | 38,095.63                    | 193,347.00                   | 155,251.37                    | 19.70%        |
| Transfer Out                   | -                            | 142,682.00                   | 142,682.00                    | 0.00%         |
| <b>Total Water Fund</b>        | <b>641,238.16</b>            | <b>1,674,663.00</b>          | <b>1,033,424.84</b>           | <b>38.29%</b> |
|                                |                              |                              |                               |               |
| Road & Street Fund             | 325,045.62                   | 843,751.00                   | 518,705.38                    | 38.52%        |
| Personal Services              | 112,492.97                   | 171,033.00                   | 58,540.03                     | 65.77%        |
| Materials & Services           | 123,619.34                   | 223,575.00                   | 99,955.66                     | 55.29%        |
| Capital Outlay                 | 88,933.31                    | 393,783.00                   | 304,849.69                    | 22.58%        |
| Transfers Out                  | -                            | 55,360.00                    | 55,360.00                     | 0.00%         |
| <b>Total Sewer Fund</b>        | <b>325,045.62</b>            | <b>843,751.00</b>            | <b>518,705.38</b>             | <b>38.52%</b> |
|                                |                              |                              |                               |               |
| 911 Excise Tax                 | -                            | 40,000.00                    | 40,000.00                     | 0.00%         |
|                                |                              |                              |                               |               |
| State Revenue Sharing          | 17,296.90                    | 809,218.00                   | 791,921.10                    | 2.14%         |
|                                |                              |                              |                               |               |
| Police Levy Fund               | 362,767.15                   | 938,797.00                   | 576,029.85                    | 38.64%        |
| Personal Services              | 266,661.52                   | 541,270.00                   | 274,608.48                    | 49.27%        |
| Materials & Services           | 86,677.03                    | 114,850.00                   | 28,172.97                     | 75.47%        |
| Capital Outlay                 | 9,428.60                     | 270,134.00                   | 260,705.40                    | 3.49%         |
| Transfers Out                  | -                            | 12,543.00                    | 12,543.00                     | 0.00%         |
| <b>Total General Fund</b>      | <b>362,767.15</b>            | <b>938,797.00</b>            | <b>576,029.85</b>             | <b>38.64%</b> |
|                                |                              |                              |                               |               |
| Fire/Medical Services          | 82,253.22                    | 668,803.00                   | 586,549.78                    | 12.30%        |
| Personal Services              | 75,957.73                    | 130,841.00                   | 54,883.27                     | 58.05%        |
| Materials & Services           | 4,788.88                     | 20,000.00                    | 15,211.12                     | 23.94%        |
| Capital Outlay                 | 1,506.61                     | 512,690.00                   | 511,183.39                    | 0.29%         |
| Transfer Out                   | -                            | 5,272.00                     | 5,272.00                      | 0.00%         |
| <b>Total General Fund</b>      | <b>82,253.22</b>             | <b>668,803.00</b>            | <b>586,549.78</b>             | <b>12.30%</b> |
|                                |                              |                              |                               |               |
| Library Capital Fund           | 3,370.00                     | 9,508,001.00                 | 9,504,631.00                  | 0.04%         |
|                                |                              |                              |                               |               |
| Urban Renewal                  | 97,655.49                    | 10,267,054.18                | 10,169,398.69                 | 0.95%         |