

**GLADSTONE CITY COUNCIL
REGULAR MEETING
CITY HALL COUNCIL CHAMBERS
June 11, 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 and May 14, 2013 Minutes
2. Authorization for 0.5% Cost of Living (COLA) for Non-represented employees as of July 1, 2013
3. Collective Bargaining Agreement with the Gladstone Police Association
4. Intergovernmental Agreement (IGA) with Clackamas County – Community Development Block Grant (CDBG)
5. Approval of Resolution 1023 - Sewer Fees – 8% Increase
6. Approval of OLCC Application for Temporary Use of Annual License, Vogies Bar, 464 Portland Ave
7. Payment of May Claims

CORRESPONDENCE

8. E-mail from Pete Steinkamp – Backyard Burning
9. Letter from Jan Stark – Gladstone Municipal Code 6.04 – Dogs on Leash
10. E-mail from Jim Miller – Various Topics

REGULAR AGENDA

11. Public Hearing FY 2013-14 Budget and Tax Rate (public comment will be limited to 5 minutes)
12. Approval of Resolution 1024 – Adopting Budget and Setting Tax Rate for FY 2013-14

RECESS TO URBAN RENEWAL AGENCY MEETING

1. Approval of August 14, 2012 and February 12, 2013 Minutes
2. Public Hearing FY 2013-14 Budget and Tax Rate (public comment will be limited to 5 minutes)
3. Approval of Resolution UR-48 - Adopting Budget and Declaration of Tax Increment

ADJOURN URBAN RENEWAL AGENCY MEETING

13. Approval of Resolution 1025 – Elect to Receive State Revenue Sharing Funds
14. Approval of Resolution 1026 – Certifying Provision of Four or More Services for State Shared Revenues
15. Update Regarding Summer Festival (no attachments)
16. Update Regarding Library Management Proposal Request from LSSI
17. Urban Growth Management Area (UGMA) (no attachments)
18. Approval of Ordinance – Amending Chapter 13.04 of the Gladstone Municipal Code (GMC) by Increasing Water Rates 8% and Reaffirming All Remaining Provisions of Chapter 13.04 of the GMC

BUSINESS FROM THE COUNCIL

EXECUTIVE SESSION – ORS 192.660(2)(i) To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

ADJOURN

Information Only: Clackamas Cities Association Dinner



CONSENT AGENDA

GLADSTONE CITY COUNCIL MINUTES OF ADJOURNED MEETING – April 09, 2013

ROLL CALL

The following city officials answered the roll call: Mayor Wade Byers and Councilors Hal Busch, Ray Jaren, Kari Martinez, Thomas Mersereau, Lendon Nelson, and Neal Reisner.

ABSENT: None

STAFF

Pete Boyce, City Administrator; Irene Green, Interim Library Director; Heather Martin, City Attorney; Jolene Morishita, Assistant City Administrator; Stan Monte, Fire Chief; Jim Pryde, Police Chief; Mike Funk, Fire Marshall; and Scott Tabor, Public Works Director.

Mayor Byers led the flag salute.

BUSINESS FROM THE AUDIENCE

Pat Clark, 7650 Ridgewood Drive explained he has an exotic cat that he has raised since he was a baby and is here tonight to find out what the regulations are for keeping the Siberian Lynx in Gladstone. He moved here three months ago from Milwaukie. He has letters and pictures from neighbors, family, friends, kids, etc. to show that he has been a responsible owner. He has not had one incident with her. City Administrator Boyce stated the Code does not allow this type of cat; however, staff will work with Mr. Clark to see if there is some way he can comply with the code.

Philip Smith, 365 E. Jersey Street stated he has lived in Gladstone for the past 25 years. He was contacted by PGE regarding trees in front of his home. Apparently the house at the end of the block was sold and they want to put in a primary line that needed a 12-foot clearance. He was informed by PGE that the maple tree on the west end of his property would have to go totally and the maple tree on the east end of his property totally disfigured or removed. He asked why PGE is allowed to cut down trees to supply one home while diminishing the property value of another. The removal of these trees would add considerable amount of landscaping on his property at his expense. City Administrator Boyce will work with PGE and Mr. Smith to see what could be done.

Kirk Stempel, 6960 Winfield Court is part of the dive team leaders for the Fire Department and part of the Clackamas County Water Rescue Consortium. In their meeting he was approached by the Clackamas County Marine Deputies to talk about Meldrum Bar. Two weeks ago there was a car that went in the River and prior to that there was a fatality. They are suggesting that it be closed. City Administrator Boyce stated staff is working with the insurance company to determine the best course of action to keep people from driving their cars out on the bar.

Marianna Moore, 18340 Cornell Place has lived in Gladstone for over 50 years. She read in the newspaper that West Linn is getting money because of the water pipeline going through Gladstone and West Linn for Lake Oswego's water. She asked if Gladstone will be receiving franchise fees or a lump sum payment for inconveniences of the construction. Public Works Director Scott Tabor noted he has negotiated with Lake Oswego so that Gladstone roads will be totally rebuilt through their progress of

replacing pipe. West Clackamas and Bellevue through Exeter Street will have all new curbs and drainage installed and all sub-grades will be replaced. Staff is working closely with Lake Oswego to make sure they meet the requirements of the agreement.

James Miller, 355 E. Kenmore Street noted he has over 15 years of public works experience and more than 5 years in civil engineering. He is not impressed with the Public Works Department. A water main was installed on Meldrum Bar Park from River Road down to the ball fields. The quality of work is on par; however the time it takes to do this type of work is not.

Mr. Miller stated he agrees with the gentleman on East Jersey Street as this is behind his property. He noticed the activity going on there and again he has seen the Public Works staff taking two weeks to do sewer work to fix the City's main in an effort to help the customer connect to the City sewer. He feels Public Works staff is not equipped to do non-routine maintenance. While they are doing the work on the new water main installation at Meldrum Bar Park and fixing the sanitary sewer in two phases on East Jersey, there is other work that is not being done (cleaning the storm system and sewer system). The work that needs to be completed should be in sync and competitive with the private sector.

Susie Bousha, 17590 Braden Court has been a resident of Gladstone for 36 years. Tonight she wanted to express her gratitude to the Council and public servants (Police Department, Fire Department). Her daughter had an automobile accident 13 years ago and the City employees took very good care of her. Three weeks ago, her daughter had accident on Highway 205 in the early morning traffic and once again a Gladstone off-duty officer helped her out with getting the person responsible for the accident and taking care of her daughter until she was safe to go home. More often than not you hear the bad things about the City employees, and she wanted to stand before the Council and say she is proud and honored to have the individuals who serve Gladstone serve her family in an exceptional manner and should be recognized for what they do.

CONSENT AGENDA

Item(s) Removed from the agenda: None

1. Approval of February 12, February 26, and March 12 2013 Minutes
2. Liquor Control Commission High Rocks Application or Temporary Use of Annual License for an Event at an Unlicensed Location (Back Parking Lot of High Ricks Restaurant)
3. Accept Bid for Senior Center HAVC Units
4. Payment of March Claims

*Councilor Martinez moved and Councilor Nelson seconded a motion to approve the Consent Agenda consisting of the four items listed above as presented.
Motion carried unanimously.*

CORRESPONDENCE

Mayor Byers acknowledged receipt of:

- Letter from Bev Anslow regarding library outsourcing
- Letter from Florence Bradley regarding library outsourcing

REGULAR AGENDA

7. Library Outsourcing Information Update. City Administrator Boyce reported he approached LSSI and requested a proposal to operate the Gladstone Library. LSSI has requested information from the City to formulate their proposal. Staff is preparing that information and it is hoped that the proposal will be received by the next Council meeting in May.

Councilor Martinez moved and Councilor Busch seconded a motion to table this issue for discussion at a later time.

Discussion followed on the time involved with this issue as there will be ongoing discussions with questions, more clarification and on and on. Previous discussions have required more information from LSSI and a proposal has been requested. Concerns were raised about the amount of time on this issue and the fact there are other pressing issues to deal with. City Administrator reported LSSI has requested more information from the City; they have not started significant work on a proposal at this time.

Vote on the motion by Councilor Martinez and Councilor Busch to table the LSSI issue for discussion at a later date.

Roll: Councilor Jaren, no; Councilor Martinez, yes; Councilor Mersereau, no; Councilor Reisner, no; Councilor Busch, no; Councilor Nelson, no; and Mayor Byers, yes.

Motion failed 2-5.

8. Request for Permit to Live in Motor Home at 545 E. Clarendon Street. Stanley Jones is asking Council for a permit to live in his motor home for 2 or more weeks. He is in the process of repairing the motor home. The motor home has been in the driveway and he has been living in it for a year and a half now. He was unaware there were ordinances regarding motor homes.

Councilor Busch moved and Councilor Martinez seconded a motion to grant Mr. Jones an extra month from today to get his motor home repaired and moved if he intends to continue to live in it.

Motion carried unanimously.

9. Discussion of Chautauqua Festival Agreement. City Administrator Boyce reported Council requested staff to put together a formal agreement to enter into with the Chautauqua Committee. The City attorney has drafted the agreement and it has been given to the Chautauqua for review. Once the agreement is workable for both parties, it will be submitted to Council for review. Martha Woolridge, 1100 Clayton Way confirmed they received the agreement. There are a couple of issues of concern and they have forwarded the document to their insurance company for comments.
10. February 28, 2013, Town Hall Meeting Notes. City Administrator Boyce was impressed with the number of people who showed up at that meeting. The meeting notes include comments from those at the meeting. It has been posted on the website.

11. Building Permit Issued at 225 Berkley. City Administrator reported there was a Clackamas County permit issued in error which does not conform to Gladstone Municipal Code requirements. Council must decide whether to direct Clackamas County to issue a stop work order. The City Attorney Doughman has recommended allowing the owner/builder to complete the home and not issue a stop work order.

Councilor Martinez moved and Councilor Jaren seconded a motion to allow the construction to continue.

Council Discussion

Question: What was previously there? Answer: Mayor Byers stated there was an old garage that was part of the house.

Motion to allow the construction to continue passed unanimously.

Mike McAllister, Planning Director, Clackamas County apologized for the error and mistake made in regards to the building permit. He has met with his staff and from now on all building permits will be sent to the City Planner, Clay, for approval.

12. Review Clackamas County Planning and Building Inspection Services. City Administrator Boyce reported he spoke to the City Attorney regarding renewing the Intergovernmental Agreement (IGA). There are other IGAs with Clackamas County that need to be reviewed. There needs to be a way to incorporate some sort of check and balance that would help catch renewals when they come up.
13. Library Building Maintenance Update. City Administrator Boyce reported he has been working with Irene Green regarding efflorescence in the library building. A contractor has come in and they have made estimates between \$16,000 and \$25,000 to remove the efflorescence and repair the building. There is no immediate health issue in the work area; however, this is something that needs to be resolved

Council Discussion

Question: Are the large deposits of efflorescence as noted in the assessment mold or just salt?
Answer: Ms. Irene Green stated the firm said it was efflorescence which is a salt crystallization that came to the front. It is not mold.

Public Comments

Question: In the report is there any mention of toxic mold? Answer: Mayor Byers said no.

Question: Where will this come out of the budget to make the repairs? Answer: City Administrator Boyce explained if it is repaired this fiscal year it would come out of the library operating budget. There is a line item for building maintenance. If it exceeds that line item it will be covered at the end of the year with a line item transfer.

Question: If is not mold why does it have to be fixed? Answer: It is important to deal with the water intrusion that is causing the problem. There is water leaking into the building from the outside.

Question: Has the contractor identified the source of the water. Is it the roof? Answer: Mayor Byers stated for this episode it is the wall.

Question: How much longevity do you get from the \$16,000 to \$25,000 repair? Answer: City Administrator Boyce noted the City is not at the point where they have determined the time period of fix that is needed. There needs to be a determination of what the City wants done in terms of a repair and then request bids.

Mary Accettura, 17528 SE Valley View Road asked why the library building is treated as a naughty stepchild. Anything done with this building is always a big hassle. They have been without a sign on the building since before Christmas; it fell apart. It has not been replaced. Parents are afraid to bring their children in the building for story hour because of building problems. Answer: City Administrator stated this issue has been reviewed by staff and if it is determined to stay in the facility long term the sign will be replaced. There will be more information at the next meeting.

Bev Anslow, 145 E. Dartmouth stated the library had mold for two years. Water comes down the gutters and the gutters have not been repaired. City Administrator Boyce reported there are gutters that need repair and they are looking at that also.

Carol Winegarten, 280 Harvard Avenue thinks that not only is the library the stepchild, the City Hall and Police Station are also. There is a lot of disrepair and people are frustrated because a lot of money was spent on the other library location. Mayor Byers explained the funds spent on the proposed library was money dedicated to the design of Gladstone Library. The City does not have to pay back the million dollars to Clackamas County. It was given to Gladstone for library only. The funds that have to be paid back are the \$1.5 million dollars that was additionally paid. These funds have not been used.

Rose Johnson, 5480 Abernathy Court explained recently there was posted on the website the original IGA with Clackamas County. She encouraged the audience to read it. City Administrator Boyce will find the original IGA and re-post it.

James Miller noted the City Administrator, when talking about transfer of funds stated perhaps urban renewal funds can be spent by replacing some of the sanitary sewer fund. The purpose of enterprise funds being the sewer fund is that it should be sustaining, which includes staff equipment, repair and replacement. City Administrator Boyce stated that is true, however, the City has a policy that if they are able to use restricted funds, such as urban renewal funds, they do use those funds first for a project. It does minimize the effect on the ratepayers. The sewer storm water fund is an enterprise fund and it's to be self-sustaining.

14. Update on City Hall/Police Station. City Administrator Boyce reported the City has information on what it would take to repair the City Hall/Police Station building. Group McKenzie has estimated costs for repair/construction of the building at its current location and at the Webster Street location. It was suggested to also look at a library; however, there are no estimated costs for that building. In consideration of the library staff will need to find out if Gladstone still wants to consolidate with Oak Lode to retain the \$1.5 million and have the external revenue source coming in to help pay the construction costs and operating costs in the future and how much square footage will be needed for the addition of Oak Lodge or only for the current service area. He is asking Council for guidance as to how to proceed with this project. It was suggested that staff look into what other cities have done, the square footage and costs. Staff will continue to gather information.

Carol Winegarten, 280 Harvard Avenue asked when the City Hall/Police Station was built. Mayor Byers stated the City Hall building was constructed in 1940 and Police Station in 1960. Ms. Winegarten asked who is responsible for maintenance. Mayor Byers said it is City staff.

Rose Johnson, 5980 Abernathy Court has resided in Gladstone for 20 years and she thinks the Council had done the best they can with the money they have. They have responded to every needed repair and addressed it. It takes time to go through the process of each project. In November residents voted to put \$1 million spending limits on the Council.

Robin Bragg, 280 E. Jersey has a ton of respect for Council. He does mold remediation and is also licensed as lead based paint certified renovator; been remodeling for 30 years. He suggested the City sell the property on Webster and uses the fund to do something with the downtown area which could encompass many of the needs expressed tonight. City Administrator Boyce stated he will continue to gather information on a new library structure and from that point move on to a worksession with Council to discuss the merits of the plans.

Chuck Gustafson, 6635 Buckingham Drive noted if all the improvements were made to the downtown area it would only generate an additional 6 people using the downtown area. There is nothing in Gladstone that appeals to people.

Suggestions for City Hall/Police Station/Library

- The current City Hall is adequate for staff. A design could be drafted that would accommodate the Police Department and Police Station as a second phase.
- There are several instances of combination City Hall and Libraries. The library on the first floor and the City Hall on the second floor. It would reduce the cost of the library.
- There is a house for sale across from John Wetten Elementary School that sits on three lots. The house could be demolished and it would end up with a lot of land. Mayor Byers explained that the zoning requires an entire city block would be needed for off-street parking.

15. Set Date for City Council Retreat. City Administrator Boyce asked the Council to consider a date in late May through early June for the Council Retreat. It was the consensus of the Council to tentatively hold the City Council Retreat on June 1, 2013.

16. Set Date for Joint Meeting with Planning Commission. It was suggested that the joint meeting be held on May 28th. City Administrator Boyce will contact the Planning Commission to see if that date would be available for them.
17. Proposed Dates for Joint School Board Meeting. City Administrator Boyce reported the School Board is available May 1st and May 15th, 2013. He will be in touch with Council as soon as the School Board lets him know which one is most acceptable to them.
18. Public Works Update. Scott Tabor, Public Works Supervisor, reported all the allegations presented to Council from a resident in Gladstone have been vindicated.

BUSINESS FROM THE COUNCIL

- Councilor Mersereau thanked the Public Works crew on a job well done. He attended the Fire Department meeting; there will be four new firefighters sworn in Friday, April 12th 2013.
- There is going to be a \$1/Scoop night at Baskin and Robins on April 23, 24, and 25th. They are asking that people bring toys for their Toy Drive.
- Jim McFarland is a new/old officer with the Police Department who was with Gladstone in 1990, went to Beaverton where he was injured on duty there, and decided to come back to Gladstone. Travis Hall is applying for a lateral position; his previous positions were in Colorado and Clackamas County Sheriff's Department. There have been interviews with reserve officers and hopefully two officers will be selected. For the first time the Police Department will be at 100%.
- On April 27, 2013 the Gladstone Youth Coalition will sponsor a Drug Drop Off Day in front of the Police Station from 10:00 a.m. to 2:00 p.m. There will be a container inside the front door for used and out-dated medicine.
- It was learned at the Clackamas County Coordinating Committee Meeting that the application for the grant for the Trolley Bridge Study is one of six on the flexible funding program.
- Clackamas County Coordinating Commission has had discussions on the impact of the Columbia River crossing, particularly if it is tolled on Highway I-5. Already Highway 205 carries more traffic than Highway I-5. There is a potential if Highway I-5 is tolled to divert 25,000 – 35,000 more cars driving onto 205. It might be appropriate for Gladstone to send a letter voicing their concern about Highway 205 and the potential impact of the increased traffic congestion between the Abernathy Bridge and the Stafford Road exit.
- Councilor Nelson announced he was selected to the FBI Citizen's Academy. He thanked the Fire Chief for his letter of recommendation. He is privileged to have been selected.
- Councilor Reisner reported he attended the Fire Department meeting during which there were four calls. The calls were handled professionally. He thanked the Fire and Police Department for keeping the residents safe.
- Mayor Byers reported the Ethics Commission filing is due April 15, 2013. He asked the Councilors to get them to the City Administrator by Friday.
- Mayor Byers reported a former Clackamas County Commissioner and Chair of the Commission Len Peterson is now the director of the Washington Transportation Department.

Adjourn

Mayor Byers adjourned the April 9, 2013, Council meeting at 9:45 p.m. into Executive Session ORS 192.660(2)(h) to consult with Counsel the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed and ORS 192.660(2)(d) to conduct deliberations with persons designated by the governing body to carry on labor negotiations.

The next City Council meeting was adjourned to _____, 2013, at 7:00 p.m.

Approved by the Mayor this _____ day of _____, 2013.

Attest:

Mayor

Assistant City Administrator

GLADSTONE CITY COUNCIL MINUTES OF ADJOURNED MEETING – May 14, 2013

ROLL CALL

The following city officials answered the roll call: Mayor Wade Byers and Councilors Hal Busch, Ray Jaren, Kari Martinez, Thomas Mersereau, Lendon Nelson, and Neal Reisner.

ABSENT: None

STAFF

Pete Boyce, City Administrator; David Doughman, City Attorney; Jolene Morishita, Assistant City Administrator; Stan Monte, Fire Chief; Jim Pryde, Police Chief; Mike Funk, Fire Marshall; and Scott Tabor, Public Works Director.

Mayor Byers led the flag salute.

BUSINESS FROM THE AUDIENCE

Craig Seghers, 17400 Webster Road presented two petitions (300 signatures) signed by residents asking Council for a vote on any contract with LSSI.

Les Poohl, 18340 Cornell Road asked if the Chautauqua Festival is run by the City. Mayor Byers said no. Mr. Poohl asked about the light rail vote in the county. Mayor Byers explained it is not appropriate to talk about County ballot measures. Mr. Poohl stated he noticed that Council might be interested in purchasing the Olsen property and that the value of that site has been close to what his friend had said it was worth.

Rose Johnson, 5480 Abernathy Court, 6960 Winfield Court stated the statement made by Mr. Pool regarding the price of the Olsen Property was hearsay.

CONSENT AGENDA

Item(s) Removed from the agenda:

1. Approval of April 9, Minutes
2. Approval of Liquor Control Commission Application – Deli n Food Mart, 150 West Arlington Street

Councilor Martinez moved and Councilor Nelson seconded a motion to approve the Consent Agenda consisting of (3) Approval of Temporary Dwelling Permit – 18117 Oatfield Road and (4) Payment of April Claims.

Motion carried unanimously.

1. Approval of April 9, 2013 Minutes – approve next meeting.
2. Approval of Liquor Control Commission Application

Council Discussion – Councilor Jaren noted there was missing information on the application regarding previous crimes, misdemeanors, or felonies. City Administrator Boyce explained that

the Police Department reviewed and approved the application and found that the information did not pertain to the actual business.

*Councilor Nelson moved and Councilor Martinez seconded a motion to approve Consent Agenda Item 2, Approval of Liquor Control Commission Application for Deli n Food Mart, 150 W. Arlington Street with the Police Department approval.
Motion carried unanimously.*

CORRESPONDENCE

Mayor Byers acknowledged receipt of:

5. Letter from Linda Cosgrove, Bev Anslow, Cicely Sullivan, Rose Johnson regarding library outsourcing
6. Email from Herb Oetken regarding library outsourcing
7. Letter from Jaye and Yvonne Phillips regarding a 2 Hour Parking Sign at 120 E. Arlington
8. Letters and emails from Stanley Jones
9. Emails from Jim Miller – Public Works
10. Letters from Pete Steinkam

City Administrator Boyce reported he received additional letters since the mailing of the packet and noted they will be available on the website

- Email from Mary Accettura
- Email from Stacy Chamberlain
- Email from Toni and George Krummenacker
- Email from Dianne Lea
- Email from James Miller

REGULAR AGENDA

11. Authorization to Return \$1.5 million to Clackamas County – Library Capital Intergovernmental Agreement. City Administrator Boyce reported staff is requesting authorization to return the \$1.5 million Clackamas County provided to the City as part of the 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 County looks forward to working with the City and the District Advisory Committee to find the best path in the future to provide quality library service to both City and unincorporated residents in the affected service areas.

*Councilor Nelson moved and Councilor Martinez seconded a motion to authorize the return of the \$1.5 million to Clackamas County (Library Capital Intergovernmental Agreement).
Motion carried unanimously.*

12. Urban Growth Management Agreement (UGMA). City Administrator Boyce reported Clackamas County has been negotiating an Urban Growth Management Agreement (UGMA)

with the cities of Happy Valley and Milwaukie. A map was provided showing the areas each city would like to have the ability to annex to over time.

Staff is asking Council if they have interest in any of the mapped areas. Will they want to discuss this issue or some guidance on how to proceed? The last discussion was in August 2012 when Council discussed some interest. An agreement was made at that time where there was a different boundary drawn and research by the County has shown there was a 1988 agreement between the cities of Gladstone, Happy Valley and Milwaukie. That agreement was terminated in 2005 by the City of Happy Valley.

Council Discussion

- Question: Councilor Jaren asked if there is a map showing the previous agreement and is it consistent with the current map? Answer: City Administrator Boyce stated it is different.
- Question: Councilor Jaren asked if the 2005 letter terminating the agreement is a valid termination between Gladstone and Milwaukie? Answer: City Administrator Boyce noted it was a three-party agreement; if any of the parties wanted to dissolve the agreement they could. There is nothing on the books to indicate Milwaukie and Gladstone have a new agreement.
- Councilor Jaren asked what the chances are that Happy Valley could annex everything from Camp Whitecomb down to the River and Milwaukie annexing everything up to I-205.

If Gladstone should consider annexation, it seems a good dividing point would be from Highway 212 to the River and all the way to the Dixon Farm. If Happy Valley and Milwaukie are so ambitious in their desires, so should Gladstone. There is a large tax base there and not a lot of support for the industrial area. City Administrator Boyce acknowledged Martha Fritzie and Mike McAllister from Clackamas County.

Suggestions from Council as to a designated planning area for Gladstone would be:

- Highway 212 south to the River (Dixon Farm Curve)
- South of Camp Whitecomb

City Administrator Boyce stated Jason Tuck, City Manager for Happy Valley raised the issue of Gladstone not being included in a 2012 discussion. Gladstone advised the County of their interest at that time in an email. At a recent County meeting it was asked where Gladstone stands.

Councilor Jaren moved and Councilor Neal Reisner seconded a motion to direct staff to study the area below Highway 212, the area to the Milwaukie boundary, and the area west of I-205 for possible inclusion in the Urban Planning Area for Gladstone.

Motion carried unanimously.

13. Chautauqua Festival Cancellation Announcement. City Administrator Boyce reported that the Chautauqua Committee informed the City that the 2013 Chautauqua Festival has been

cancelled. Information was sent out to the Oregonian and the Clackamas Review thanking the Chautauqua Committee and volunteers for their many years of service.

There is community interest to revive the Festival and the City will work with anyone who wants to do that.

- Question: Councilor Martinez asked if the Library Friends, Library Foundation, and the Library Board will be able to continue their book sales during that time since it was not part of the Chautauqua Festival. Answer: City Administrator Boyce said yes as the arrangement is with the school.
- Question: Councilor Martinez asked if any organization can continue their Festival event even though the Chautauqua Festival is cancelled. City Administrator Boyce said yes. He has been contacted by individuals who have expressed interest in participating and they are trying to organize an event.

Mayor Byers noted the Chautauqua Committee has always produced a great community festival. Last year's finances were in peril until a late sponsor was found and this year sponsors have not been found.

Community Comments: Scott Farrar graduated in 1989 in Gladstone. The community is concerned about the cancellation of the Festival. There are two face book banners, "Save Chautauqua and Save the Chautauqua Festival." If they can work with Martha Wooldrige there is a possibility the Festival can happen.

Theresa Schmit, 175 E. Berkeley Street asked what the community can do if the Chautauqua Committee cannot get the funds together. What is needed to make it come to fruition. Answer: Mayor Byers stated it would take another committee.

- Councilor Jaren asked if there is a permit process that has to be initiated by a certain date? Answer: City Administrator Boyce said there is no special event permit.
- Councilor Martinez asked if organizations have to have a 501C-3. Martha Wooldrige said yes; the County requires a license. Last year the permit fees were \$1,500 which has varied over the years to as high as \$3,000.

Martha Wooldrige, 1100 Clayton Way is the former chairperson of Chautauqua Festival. Until the time they started serving the alcohol themselves they were on the city's insurance, but when they decided to do serving themselves they had to provide their own insurance. The person who gets the insurance is totally responsible. There were many obstacles to putting on this Festival.

David Doughman, City Attorney, explained there is a legal firm in Portland (Miller Nash) that runs a pro-bono legal clinic to advise people on how to start a 501C-3.

14. Resolution 1022 – PGE Franchise Agreement. City Administrator Boyce submitted the negotiated franchise agreement with Portland General Electric (PGE). Staff is recommending approval.

Councilor Jaren asked what changes were made in the new agreement. City Attorney Doughman stated there are a few things that have changed since the last agreement in 1992. State law has changed a bit; however, most of the authority rests with local jurisdictions. It was basically rewritten to make it clearer and easier to understand, and to address the possibility of PGE moving its facilities to a different part of the right-of-way.

Annette Matton, Portland General Electric and Government Affairs, 121 SW Salmon Street, Portland noted the previous agreement was 5 pages and it was signed 20 years ago by Wade Byers. Legal requirements have changed and what took 5 pages now takes over 20 pages for the language of the times. The agreement is based on a template PGE developed over negotiating numerous franchise agreements over the last few years. 20 percent of the agreement is about issues relating to right-of-way and language around liability and cost. Cities now have the ability to pass privilege tax, a 1.5% line item on the electric bill.

Community Participation: Kim Sieckmann, 145 W. Dartmouth Street asked if PGE has a period of time allotted for the removals of poles or trees. Councilor Jaren stated there is a 90-day period to get those things done. If it isn't done within that time period the City has the right to go to an outside contractor and then bill PGE.

Ms. Sieckmann asked if undergrounding is included in the agreement. City Administrator Boyce stated the City has the right to require PGE to underground facilities under State Law. PGE passes the cost of that undergrounding on to PGE customers in Gladstone. The City has the right to require undergrounding for new construction.

Councilor Martinez moved and Councilor Nelson seconded a motion to adopt Resolution No. 1022, 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.

Motion carried unanimously.

BUSINESS FROM THE COUNCIL

- Councilor Martinez asked that the letter from the Phillips regarding an issue with parking be responded with any help the City can give. This business has been there for 33 years.
- Councilor Martinez thanked all the people who came out tonight that have issues with outsourcing the library. It is a real testimony to community involvement.
- Councilor Nelson announced May 18, 2013 will be the bike rodeo at the early childhood center. There should be a good turnout with kids with bicycles.
- Councilor Busch reported the gardening is going strong. There are a couple of lots available at the garden. There will be a work party this Sunday to install locks and keys on the 22 gates that were installed. Illegal dumping has been taking place in the garden.

Adjourn

Mayor Byers adjourned the May 14, 2013 Council meeting at 8:35 p.m. into Executive Session ORS 192.660(2)(f) to consider information or records that are exempt by law from public inspection and ORS 192.660(2)(e) to conduct deliberations with persons designated by the governing body to negotiate real property transactions.

The next City Council meeting was adjourned to _____, 2013, at 7:30 p.m.

Approved by the Mayor this _____ day of _____, 2013.

Attest:

Mayor

Assistant City Administrator

City of GLADSTONE

Date: June 6, 2013

To: Mayor Byers and City Council

From: Pete Boyce, City Administrator

Re: COLA for Non-represented Employees

Staff is recommending approval of a 0.5% cost of living adjustment(COLA) for non-represented employees. The fiscal year (FY) 2013-14 includes the expense. The Portland CPIU which the City usually follows sits at 2.63% for all of last year. Staff is recommending a lower rate due to PERS increases that go into effect on July 1, 2013 and the tentative agreement with the Gladstone Police Association for a three year 0.5% COLA. The City is still in negotiations with its other union AFSCME and will not have an agreement until after July 1, 2013.

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)@
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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

2

COLLECTIVE BARGAINING AGREEMENT

between the

CITY OF GLADSTONE

and

GLADSTONE POLICE ASSOCIATION

July 1, 2013 ~~2010~~, through June 30, 2016 ~~2013~~

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ARTICLE 1 – PREAMBLE

Section 1. This Collective Bargaining Agreement (hereinafter "the Agreement") is entered into between the City of Gladstone, Oregon (hereinafter "the City") and the Gladstone Police Association (hereinafter "the Association") and sets forth the parties' Agreement with regard to wages, hours, and other conditions of employment. The purpose of this Agreement is to promote efficient operation of the Police Department, harmonious relations between the City and the Association, and the establishment of an equitable and peaceful procedure for the resolution of differences.

ARTICLE 2 – RECOGNITION

Section 1. The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all regular full-time and regular part-time employees of the Gladstone Police Department, in the classifications of Police Officer, Municipal Ordinance Specialist and Records Clerk, excluding supervisors, confidential employees, and temporary employees.

Section 2. A temporary employee is defined as a full-time or part-time employee meeting the minimum qualifications for the class of position assigned, not eligible for benefits except those required by State or Federal law and not employed by the City for more than a six (6)-month appointment from the date of hire. Any such employee shall not be eligible for rehire by the Gladstone Police Department as a temporary employee for a six (6)-consecutive month period of time from the date of their last day of employment with the City. In the event of an emergency or staffing crisis, the City and the Association can mutually agree to extend a temporary employee assignment.

A temporary employee in the Records Clerk classification shall not be limited by the 6-month time period, but rather be constrained by work of up to one thousand thirty nine (1039) hours.

Section 3. If a new classification is added to the bargaining unit by the City, the Association shall be provided with the City's proposed rate of pay and a copy of the job description. That rate shall become permanent unless the Association files written notice of its desire to negotiate the permanent rate within ten (10) calendar days from the date it receives its notification of the classification. If a request for negotiations is filed by the Association, the parties shall begin negotiations within fifteen (15) calendar days. If there is disagreement between the parties as to the exclusion of a new position from the bargaining unit, such issue will be subject to the procedures of the Employment Relations Board.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1. The responsibility for management of the City and direction of the various departments rests solely with the City. Subject to the City's obligation to bargain pursuant to ORS 243.650 et seq., and/or except where abridged by specific provisions of this Agreement, the City shall retain the exclusive right to exercise the regular and customary functions of management the City retains all the customary, usual and exclusive rights, decision-making, prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the City or any part of it.

Without limitation, but by way of illustration, except as subject to ORS 243.650 et seq. and/or except where abridged by specific provisions of this Agreement, the exclusive prerogatives, functions and rights of include including, but are not limited to:

- (a) establishing and directing the activities of the Police Department and its employees;
- (b) determining standards and levels of service and methods of operation, including subcontracting, staffing, and closing, liquidating or establishing an office, branch, operation or facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, officers, branches, operations or facilities for budgetary or other reasons;
- (c) the introduction of introducing new equipment;
- (d) establishing, revising and implementing standards for hiring, promoting, transferring and laying off employees;
- (e) disciplining and discharging employees for just cause;
- (f) promulgating and, developing or retiring policies and procedures;
- (g) determining work schedules; and assigning work.

Management rights and prerogatives, except where abridged by a specific provision of this Agreement, are not subject to the grievance procedure specified in Article 10. The City retains all rights, powers and privileges not expressly specified in this section and not specifically abridged by this Agreement or statute.

ARTICLE 4 - EMPLOYEE RIGHTS

Section 1. Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join and participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by an employee organization because of their exercise of these rights.

Section 2. The Employer shall make this Agreement available electronically in PDF on the City's Intranet and in PDF on the City's website. Each employee shall also have the option to print one (1), 2-sided copy of the Agreement at a City-owned printer.

ARTICLE 5 - CONTINUITY OF SERVICES

Section 1. During the term of this Agreement the Association's membership will not participate in any strike against the City under any circumstances. For the purpose of this Agreement, "strike" is defined as any concerted stoppage of work, slow down, speed up, sit-down, absence from work upon any pretense that is not found in fact, or any interference which affects the normal operation of the Police Department.

Section 2. In the event of violation of this provision by the Association or members of the Association, the City may discipline or discharge any employee involved in such activity.

**ARTICLE 6 – COMPLETE AGREEMENT/PAST PRACTICE/EXISTING
CONDITIONS**

Section 1. This Agreement incorporates the sole and complete Agreement between the City and the Association resulting from these negotiations. Both parties agree that the other party has no further obligation during the term of the Agreement to bargain wages, hours or working conditions except as specified below.

Section 2. Standards of employment related to wages, hours, and working conditions that constitute mandatory subjects of bargaining or permissive subjects of bargaining with mandatory impacts and which are the subject of existing past practice as of the date of this Agreement by reason of mutual knowledge, acceptance and repetition based on such mutual knowledge and acceptance shall be continued for the term of this Agreement, unless modified pursuant to Section 4.

Section 3. Nothing in this Agreement, or in this Article, will be construed to prevent the City from initiating any program or change which is not contrary to an express provision of this Agreement or an existing past practice as provided in Section 2 hereof.

Section 4. If the City proposes to change an existing practice that is or impacts a mandatory subject of bargaining, it shall give the Association written notice. Failure to demand to bargain within fourteen (14) calendar days shall constitute a waiver of bargaining, and the City may implement the change, as per ORS 243.698.

Section 5. In case of a disagreement on the parties' obligation to bargain, the parties may appeal to the Employment Relations Board.

ARTICLE 7 - ASSOCIATION BUSINESS

Section 1. Grievances will be investigated on nonworking time of the Association Officer and the employee involved. However, where such representatives meet with representatives of the City for the purpose of the procedural processing and resolution of grievances, they shall do so without loss of pay. The Association's President or Vice-President or Secretary/Treasurer, and the employee involved, may process grievances during working time for the purpose of attendance at meetings with a grievant's supervisors concerning the grievance where such discussions do not unreasonably interfere with performance of the Association Officer's or the employee's duties.

Section 2. Association representatives who are certified as such in writing shall be allowed access to employee work locations for the purpose of processing grievances or for contacting members of the Association. Such representatives shall not enter any work location without the consent of the Chief of Police or his designee. Access shall be restricted so as not to interfere with the normal operations of the Police Department or with established security requirements.

Section 3. The City shall allow up to three (3) bargaining unit members to attend contract negotiations during duty hours without loss of pay and while remaining subject to call. The time, date and place for bargaining sessions shall be established by mutual agreement between the parties. Attendance at contract negotiations shall not, under any circumstances, result in the payment or accrual of overtime.

Section 4. The City agrees to furnish and maintain a suitable bulletin board for use by the Association. The Association shall limit its posting of notices and bulletins to this board.

Section 5. On duty employees may attend Association meetings no more often than quarterly and no longer than two (2) hours in duration, but shall be subject to call. City facilities may be used on advance arrangements.

Section 6. At the discretion of the Chief of Police or designee, an employee may be authorized to attend conferences, seminars and/or training central to the purpose of labor relations between the parties without loss of pay. If the Chief or the Chief's designee does not authorize attendance without loss of pay, an employee may use accrued vacation, comp time, holiday time or unpaid leave time to attend at his or her discretion.

ARTICLE 8 - CHECK-OFF AND PAYMENT IN LIEU OF DUES

Section 1. The City will deduct Association dues from the wages of employees when so authorized and directed in writing by the employee on the authorization form provided by the City. Any authorization for Association dues deductions may be canceled by any employee upon written notice to the City and the Association prior to the fifteenth (15) day of each month, to be effective on the first day of the following month.

Section 2. The City agrees to notify the Association of all new hires in the bargaining unit within two (2) weeks after their date of hire, furnishing the Association with the new employee's name, telephone number, date of hire and position for which they were hired.

Section 3. Any regular employee who is a member of the bargaining unit and has not joined the Association within thirty (30) days of becoming a regular employee, or who has joined within such time and withdrawn from membership after such thirty (30) days, shall have deducted from their pay by the City a monthly service fee in the uniform amount of the payment in lieu of dues to the Association. The payment in lieu of dues shall be segregated by the Association and used on a pro-rata basis solely to defray the cost for its service rendered in negotiating and administering this Agreement. Such deduction shall be made only if accrued earnings are sufficient to cover the payment in lieu of dues after all other authorized payroll deductions have been made.

Section 4. Any individual employee objecting to payment in lieu of dues based on bona fide tenets or teachings of a church or religious body of which such employee is a member is required to inform the City and the Association of his/her objection. The employee will meet with the representatives of the Association and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to the above-mentioned payment in lieu of dues to a charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof to the City that such has been accomplished, as appropriate.

Section 5. The Association agrees to indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any action taken pursuant to the provisions in this Article.

ARTICLE 9 – DISCIPLINARY ACTION

Section 1. The City reserves the right to discipline any employee, provided that no employee shall be disciplined without just cause. Disciplinary action may include dismissal, reduction in pay, suspension without pay, or written reprimand. Disciplinary action will normally be progressive in nature, but may be imposed at any level if supported by just cause.

- (A) If suspension without pay is the progressive disciplinary action chosen to be administered by the City, the City and the Association, by mutual agreement, may choose to accept a reduction in pay equivalent to the economic impact of the suspension without pay.
- (B) The reduction in pay option shall be agreed to in writing and shall set out the amount of reduction, the term of reduction and the limits of the reduction.

Section 2. **Requirement for Signed Internal Complaint.** Prior to any written report being required of any employee on any complaint against them, a written copy of the complaint shall be furnished to the employee, signed by either the complainant or the supervisor.

Section 3. **General Procedures.**

Any employee who will be interviewed concerning an act which, if proven, could reasonably result in disciplinary action against them will be afforded the following safeguards:

- (A) The employee and the Association will be informed at least twenty-four (24) hours prior to the interview.
- (B) Where the employer may impose an economic sanction upon the employee as a result of the underlying incident, the employee and the Association will be informed of the nature of the investigation and allegations and afforded the opportunity to consult with an Association representative.

Where the employee is under investigation for violation of the Controlled Substance Act, or violations which are punishable as felonies or misdemeanors under law, the employee will not be notified if doing so would jeopardize either the criminal or administrative investigation.

The employee shall be allowed the right to have an Association representative present during the interview. The opportunity to consult with the Association representative or to have the Association representative present at the interview shall not delay the interview more

than four (4) hours. Minor complaints (incidents for which no greater than an oral reprimand may result) are not subject to this Article.

- (C) With the exception of telephone interviews, interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
- (D) The employer shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift. However, where the Chief of Police is a party to any interview, the employer may schedule the interview outside of the employee's regular working hours as long as the appropriate overtime or irregular hours payments are made to the employee. Where an employee is working on a graveyard shift, the interview can be scheduled contiguously to the employee's shift, as long as the appropriate overtime or irregular hours payments are made to the employee.
- (E) The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America.
- (F) Interviews shall be done under circumstances devoid of intimidation, abuse or coercion.
- (G) The employee shall be entitled to such reasonable intermissions as they shall request for personal necessities.
- (H) All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the employer from questioning the employee about information which is developed during the course of the interview.
- (I) If the Department, Association or employee tape records the interview, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request, to all parties. If either party transcribes the recording, a complimentary copy shall be provided to the other party.
- (J) Interviews and investigations shall be concluded with no unreasonable delay.
- (K) The employee and the Association shall be advised of the results of the investigation and any future action to be taken on the incident.

Section 4. When the Investigation Results in Sustained Allegations:

- (A) The employee and the Association, upon request, will be furnished with a copy of the summary report of the investigation.
- (B) If the supervisor's decision is to recommend dismissal, reduction in pay, suspension without pay, or written reprimand, the following procedures will be followed:
 - (1) The employee and the Association shall be provided with written notice of the allegations or reasons for the disciplinary action. Said notice shall also inform the employee that they have the right to a hearing concerning the reasons for the disciplinary action prior to the action becoming final.

Written request from the Association for a hearing must be received by the Chief of Police within seven (7) calendar days after said notification. Failure to request a hearing within such period shall constitute a waiver to the right to a hearing.

- (2) A hearing before the Chief of Police or designee shall be scheduled upon written request of the Association within seven (7) calendar days after receipt by the employee and the Association of the notice.
- (3) The employee shall have the right to have a representative present at the hearing.
- (4) At the hearing, the employee and the Association shall have the opportunity to present written and/or oral evidence and/or testimony which may refute or mitigate the reasons for the disciplinary action.
- (5) After the above-referenced hearing, and the completion of any additional investigation by the City as may be deemed appropriate based on the employee's and the Association's response, the Chief of Police or designee shall provide the employee and the Association with a written decision. This written decision shall be provided within thirty (30) calendar days following completion of the hearing.

Section 5. When Disciplinary Action Results.

When the investigation results in a determination of a sustained complaint and disciplinary action, only the findings and the disciplinary order may be placed in the employee's personnel file.

Section 6. For purposes of this Agreement, "just cause" shall be defined as a cause reasonably related to the employee's ability to perform required work including, but not limited to, competence as an employee, violations of work rules, regulations or written

policies, and such other factors as are commonly held by arbitrators to comprise just cause. It is recognized by the parties that each situation calling for possible disciplinary action is unique to its particular circumstances and that appropriate disciplinary action will be considered in the context of such circumstances.

Section 7. The due process provisions of this Article shall apply to disciplinary action involving probationary employees, except for dismissal. Probationary employees are not subject to the just cause provisions of this Article for the purpose of imposition of discipline.

Section 8. The foregoing procedures are intended to apply only to matters involving written reprimand, suspension without pay, reduction in pay or dismissal and not to matters of routine supervisory counseling or oral reprimand.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as a disagreement concerning an alleged violation or misapplication of this Agreement affecting an employee and/or the Association. This procedure shall be the exclusive means of resolving disputes arising under this Agreement.

Section 2. The City and the Association desire to adjust grievances informally - both supervisors and employees are expected to resolve problems as they arise. If not resolved informally between the employee and supervisor, the grievance shall be put in writing by the Association, and shall include:

- (a) statement of the grievance and relevant facts;
- (b) provision of the contract violated; and
- (c) remedy sought.

The informal step in the grievance process - Step 1 - may be waived by mutual agreement of the City and the employee and the Association. Grievances involving discipline are initiated at Step 2.

Section 3. Informal Grievance Step. The following steps shall be followed in submitting and processing a grievance, unless waived, as provided for in Section 2 of this Article:

- Step 1** To commence informal resolution of a grievance, the employee and/or the Association shall informally discuss the matter which is in dispute with the employee's supervisor in an attempt to resolve the matter.
- (a) For purposes of this section, the appropriate supervisor is defined as the lowest level supervisor/manager delegated authority by the City to deal with the specific problem or concern.
 - (b) The parties involved shall meet to discuss the issues involved and attempt to resolve the problem by developing a solution that all parties can support.
 - (c) If a solution is reached, it shall be reduced to writing, signed by all parties involved in the discussion, with a copy to the Chief of Police and the Association.

Section 4. Formal Grievance Steps.

Step 2 If the grievance is not settled at Step 1, the employee and the Association shall present the written grievance to the Chief of Police or designee within fourteen (14) calendar days of the occurrence which gave rise to the problem, not including the day of the occurrence. The Chief of Police or designee shall attempt to resolve the grievance and report in writing the decision within fourteen (14) calendar days from the date it is submitted to the Chief of Police, not including the date of presentation.

Step 3 If the grievance is not settled at Step 2, the employee and the Association shall present the grievance to the City Administrator or designee within ten (10) calendar days from the date of the Step 2 response by the Chief of Police or designee, not including the date of receipt. The City Administrator or designee shall attempt to resolve the grievance and report in writing the decision within ten (10) calendar days from the date it is submitted to the City Administrator, not including the date of presentation.

Step 4 If the grievance is not settled at Step 3, the Association shall file a written notice of intent to arbitrate the grievance with the City Administrator within fifteen (15) calendar days of the date the decision of the City Administrator is received, not including the date of receipt. The parties shall request a list of eleven (11) Oregon and/or Washington arbitrators from the Employment Relations Board. If the parties cannot mutually agree to an arbitrator, they will alternately strike names and the last one will be the arbitrator.

Section 5. The arbitrator shall set a hearing date and shall render a decision within thirty (30) calendar days after the conclusion of the hearing. A bench decision may be rendered by the arbitrator if both parties agree, in advance of the hearing, in writing, to a bench decision. The power of the arbitrator shall be limited to interpreting this Agreement, determining if it has been violated, and to resolve the grievance within the terms of this Agreement. The arbitrator has no authority to add to, delete from, amend, modify any terms of this Agreement or make a finding in violation of law. The decision of the arbitrator shall be final and binding on both parties. Each party shall be responsible for costs of presenting its own case to arbitration. Costs incurred in connection with the arbitration hearing will be divided equally, provided that the losing party shall be responsible for the arbitrator's fee and expenses.

Section 6. If at any step of the grievance procedure the grievant fails to comply with the time limits or procedures set forth in this Article, the grievance shall be deemed abandoned and non-arbitrable. If at any step of the grievance procedures the City fails to issue a response within the time limits set forth in this Article the grievance will be advanced to the next step. Time limits referred to in this Article may be waived or extended by mutual agreement in writing.

Section 7. An authorized Association representative and employee(s) who are directly involved in a particular grievance shall be allowed to attend meetings with representatives of the City without loss of regular pay. The Association shall advise the City as to which employee(s) will attend such meetings. It shall be the responsibility of each individual employee to provide advance notice of the meeting to his/her immediate supervisor.

Section 8. The time limits prescribed in this section for the initiation and completion of the grievance procedure may be extended by written agreement of the parties so involved. Likewise, any step in the grievance procedure may be eliminated by written agreement and shall be signed by the City and the Association. All days shall refer to calendar days unless specified otherwise.

Section 9. The grievance procedure shall be considered an opportunity to resolve concerns between the employee, the Association, and the City. No employee shall be disciplined or discriminated against in any way because of the employee's or the Association's proper use of the grievance procedure.

Section 10. All meetings or conferences held under this procedure shall be held in private unless mutually agreed to otherwise. Participation in the private sessions will normally be limited to the individual employee, Association representative, Association Attorney, supervisors, department heads and City representatives involved.

ARTICLE 11 – ASSIGNMENT AND TRANSFER

Section 1. At the discretion of the department, vacancies that are to be filled on other than a temporary basis shall be posted first internally on departmental bulletin boards for at least ten (10) working days prior to public posting, recruiting and/or filling. Employees wishing to be considered for such posted positions shall submit the application materials required of all applicants. All applicants will continue to retain current status and seniority as an employee of the City.

Section 2. Employees in the bargaining unit may request reassignment and/or a transfer to another position in the City. Such requests for transfers shall be in writing and shall be submitted to the City Administrator or designee. Such requests for transfer shall not take precedence over those who apply for the position.

Section 3. Employees in the bargaining unit who apply for transfer or promotion to another position in the City shall be considered, if qualified, according to the City's standard criteria developed and administered by the City Administrator.

Section 4. Shift assignments and days off will be bid by sworn employees in the bargaining unit based on bargaining unit seniority. Bidding of shift assignments and days off, while assigned to Patrol, will take place once a year, with shift changes every four (4) or six (6) months, depending on the schedule used. Beginning September 1st and closing December 1st, all Officers will

- a.) Select two (2) of the three (3) four (4) month shifts, in order of seniority, for the following year. After all Officers have chosen two (2) shifts, the Officers, in order of seniority, shall then pick a third four (4) month shift. This process will continue until all shifts are bid for the following year; or
- b.) Select one (1) of the two (2) six (6) month shifts, in order of seniority, for the following year. After all Officers have chosen one (1) shift, the Officers, in order of seniority, shall then pick a second six (6) month shift.

If available, Officers shall bid at least one shift for the year that is different than the other shift(s) they bid for that year. If the officer is unable to bid a shift that is different than the other shift(s) they bid for that year, and they therefore remained on the same shift during the year, the officer will bid a different shift during the first bid of the following year, or if an alternate shift is unavailable, then a different shift during the second rotation.

Employees may request a transfer to a temporary vacancy after the bid process is complete. Temporary vacancies are exempt from the requirements of section 1 of this Article. If the transfer request is granted, any penalty clauses in this Agreement for and as a result of schedule changes are waived. Transfer requests will be considered in order of seniority.

Section 5. Shift assignments, as referenced in Sections 4 and 5, and days off will be based upon bargaining unit seniority subject to the reasonable operating needs of the Department.

ARTICLE 12 - PERFORMANCE EVALUATIONS

Section 1. Regular employees who are eligible for step movement will be evaluated annually. Employees shall receive a copy of their annual evaluation within thirty (30) days of their anniversary date. The employee may submit a statement which will be attached to the evaluation and become a part of their personnel file. The employee shall sign their evaluation, indicating only that they have read the evaluation.

Section 2. Any employee who is dissatisfied with an evaluation may appeal that evaluation to the Chief of Police within fourteen (14) days after receipt of the evaluation. The decision of the Chief of Police may be appealed to the City Administrator. Decisions of the City Administrator regarding the evaluations shall be final.

Section 3. Performance evaluations may still be conducted after the employee has reached the top step.

ARTICLE 13 - PROBATIONARY PERIODS

Section 1. Probationary Period. Initial appointments for sworn employees shall be tentative and subject to a probationary period of the first eighteen (18) consecutive months of City service. Lateral hires may gain regular status between twelve (12) and eighteen (18) consecutive months and shall be so informed through the Chief of Police. The probationary period for civilian employees shall be twelve (12) months.

The employee shall be notified in writing of any extension and the reasons therefore. Any break in service for a period of hours equivalent to one (1) work week or more, within a 7-day period, during the probationary period will result in an automatic extension of the probationary period for an equal amount of time as the break in service.

Section 2. Upon satisfactory completion of twelve (12) months of service from the date of initial hire, full-time and part-time employees whose class is specified on the salary schedule are eligible to advance to the next step.

Section 3. Appeal of Termination. During the probationary period, a probationary employee may be terminated from employment at any time without appeal.

Section 4. Eligibility for Benefits During Probation. For purposes of this contract, a part-time employee shall be defined as an employee who is required to work at least twenty (20) hours per week on a regular basis, excluding those in temporary status. These employees shall accrue benefits based upon a half proration of the benefits listed below. Benefits include leaves under the Agreement plus fifty percent (50%), or seventy-five percent (75%) for three-quarter (3/4) time, of the premium for medical/vision and dental insurance.

Section 5. Completion of Probation. Upon successfully completing the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position as determined normally by performance evaluation, shall gain regular status and shall be so informed through the Chief of Police.

ARTICLE 14 - SENIORITY, LAYOFF AND RECALL

Section 1. Seniority shall be achieved following completion of the employee's probationary period calculated from the date of hire. Accrual of vacation leave will be based upon years of service for the Gladstone Police Department.

Section 2. Seniority shall be terminated if an employee: quits, is discharged, is laid-off and fails to respond to written notice as provided herein, fails to report to work at the termination of a leave of absence, or is retired.

Section 3. The City shall post a seniority list on the work-schedule bulletin board in January each year and provide a copy of the list to the Association at the time of the January posting.

Section 4. If the City should reduce its work force, layoffs shall be made within each job classification on the following basis: Employees will be laid off in inverse order of seniority within their classification. For purposes of determining order of layoff within a classification, seniority shall be based on continuous service, within that classification. Where employees have the same date of hire, seniority will be determined by time of hire.

Section 5. An employee notified of layoff may either accept the layoff, or at the employee's option, elect to displace the least senior employee in a lower classification with a lower pay range as long as the bumping employee has greater seniority as defined in Section 1 and is fully qualified to perform all aspects of the job. An employee who displaces an employee in a classification with a lower salary range for the purpose of avoiding layoff shall be paid at the corresponding rate for the new job. If the employee's salary is above the top of the lower range, the employee will move to the top of the lower range.

Employees laid off for a period of twenty-four (24) months or who decline recall lose all seniority credits and shall be removed from the recall list. Employees recalled within twenty-four (24) months of their date of layoff shall be recalled to their prior classification or a classification with a lower pay range for which they are qualified, on a seniority basis. No new employees shall be hired for a classification until employees laid off from that classification have been notified of an offer to return to work and have accepted and/or declined the offer.

The City shall notify a laid off employee, who is still on the recall list, of a position opening within their prior classification or in a classification with a lower pay range by certified letter, return receipt requested, to their address of record maintained in the employee's personnel file. It shall be the employee's responsibility to ensure that their current address is on file at the time the recall occurs. The employee shall have five (5) days from receipt, or return by the post office, of such notice, to notify the City in writing of their intent to return within fifteen (15) days of the date of receipt of such notice. If the

employee fails to so respond to a recall notice within the time herein specified, all rights to recall shall be terminated.

A refusal of recall of one's former classification shall constitute voluntary termination and such employee shall lose their layoff status privileges and their seniority.

ARTICLE 15 - HOURS OF WORK

Section 1. Regular Work Days and Weeks. The normal work day shall consist of eight (8) hours per day on the basis of a five (5)-day week, or ten (10) hours per day on the basis of a four (4)-day week. The normal work week shall be forty (40) hours, consisting of five (5) eight (8)-hour days or four (4) ten (10)-hour days during a seven (7)-day calendar period. The work week shall consist of a seven (7)-day work schedule beginning at 12:01 a.m. Monday and continuing until midnight the following Sunday. All work hours and work days shall be consecutive. However, consecutive work days shall not apply during shift rollovers or when flexing an employee's hours to accommodate that employee attending voluntary training classes.

Section 2. All sworn employees shall be granted a thirty (30)-minute minimum, forty-five (45)-minute maximum, compensated meal period during each work shift, to the extent possible and consistent with operation requirements of the Department. Employees shall be subject to call during the meal period. (* However, the current MOS, Boyle, shall be allowed to continue receiving a paid thirty (30)-minute lunch and be available for call.)

Civilian employees shall be granted one (1) hour of uncompensated lunch time.

Section 3. All employees shall be granted two (2) paid fifteen (15)-minute interruptible rest periods each day, to the extent possible and consistent with operating requirements of the Department.

Section 4. Each employee shall be assigned a regular shift, for a period consistent with the selected shift rotations which may be modified without penalty by mutual agreement between the City and the employee(s) involved. Employees will normally be given seven (7) days' advance notice of any change in their regular hours of work or work schedule. Notice is defined as placing a posting of the work schedule on the work-schedule bulletin board. Whenever possible, the work schedule will be available for viewing at a minimum of four (4) weeks advance from 1201 AM Monday of the current week. However, if there is a change in schedule which is posted during an employee's scheduled time off which would result in less than seven (7) days notice of the change upon return to their next regularly scheduled shift, the employee will be notified by telephone message or other actual notification. Probationary employees are exempt from the seven (7) days' advance notice provision of this Section until the probationary employee is released to solo status. Employees whose schedules are changed on less than seven (7) days' notice will be paid overtime for time worked on less than seven (7) days' notice, except in an emergency when the schedule change is unknown seven (7) days in advance of the change, and except in the case of schedule changes by mutual agreement as provided herein. In no event will overtime pay be duplicated under any other provision of this Agreement.

Section 5. Employees on a 4-day/10-hour work schedule may be placed on a 5-day/8-hour work schedule for any week that the employee is scheduled to receive

training of one (1) day of eight (8) hours or more in duration, without penalty, provided that seven (7) days' notice is given per Section 4. This section is relative to training only, based upon implementing a 4/10 shift(s). If prior notice, as per this Section, cannot reasonably be given, the employee and the supervisor may mutually agree to the work schedule change.

Section 6. Employees shall be in attendance at work in accordance with provisions of these rules regarding hours of work, holidays, and leaves of absence. Any unauthorized absence of an employee from duty may be deemed to be an absence without pay and may be cause for disciplinary action up to and including dismissal.

Section 7. Court Release.

- A. An employee who is required by the City to work sixteen (16) or more hours in any twenty-four (24) hour work day, because of a court appearance, and who is scheduled to work a work shift in the next twenty-four (24) hour work day, from the start of the sixteen (16) hours, shall be guaranteed at least eight (8) hours off before being required to return to active duty status. The employee shall be allowed to use their paid leave time to allow for the eight (8) hours off before returning to work.
- B. Prior to working sixteen (16) or more hours in any twenty-four (24) hour work day, the employee shall make the on-duty shift sergeant aware that the employee believes their current work assignment may result in the employee working sixteen (16) or more hours in the twenty-four (24) hour work day.
- C. In order to effectuate Section A above, following is an example to demonstrate how the employee will be allowed to use his/her leave time
 - a. A Graveyard shift employee works 1930 to 0530 (10 hours worked). The Graveyard shift employee is required to be in Court from 0830 to 1430 (6 hours worked).
 - b. A total of 16 hours is worked within 24 hours, so to get 8 hours off from 1430 to 2230, the employee is not due back to work until 2230 and the employee will be allowed to use his/her paid leave time for hours from 1930 to 2230 as Court induced safety leave and the employee will work from 2230 until 0530.

Section 8. Shift Trading. Shift trades between employees of the same job classification may be allowed under the following circumstances:

1. The proposed trade is within the same pay period.
2. The proposed trade will not result in either employee working consecutive shifts.
3. The trade is approved by a supervisor, and
4. Each employee agrees the trade will not create overtime, as provided for by the FLSA, except for mandatory overtime.

ARTICLE 16 - OVERTIME/COMPENSATORY TIME TA'd 3/11/13

Section 1. (a) Where on-duty officers are willing to work overtime, overtime work will be assigned on a seniority basis.

(b) When no on-duty officer is willing to work the overtime the City will attempt to call-in early, by order of seniority, officers who are scheduled to work the next shift.

(c) In cases other than a holdover or an early call-in, where the City needs officers to work overtime it shall do so on a voluntary basis by utilizing a general overtime sign-up sheet. Officers with the most seniority will be given priority for each overtime slot.

(d) If no full-time regular officers voluntarily sign-up to cover overtime requirements, a Sergeant may elect to work the overtime themselves, or shall assign regular full-time officers, on the basis of inverse seniority and schedule availability, to do the work, providing that the employee will not be required to work more than sixteen (16) hours in a twenty-four (24)-hour period, and employees will be allowed at least eight (8) hours between work assignments. Reserve officers shall not be used to deny overtime to regular full-time officers.

Section 2. Time and one-half the employee's regular rate shall be paid for authorized work in excess of:

- (A) Eight (8) hours per workday if a 5-8 schedule, or ten (10) hours per workday if a 4-10 schedule;
- (B) Forty (40) hours in a workweek; or
- (C) Work incident to a schedule change on less than seven (7) days' notice pursuant to Article 15, Section 4;

Overtime shall be calculated to the nearest quarter hour.

Part-time employees shall be eligible for overtime when they work more than forty (40) hours in any work week. All employees are eligible for overtime for work during a holiday as described by Article 24.

Section 3. Commanding officers in charge of a division, or supervisors in charge of a shift, are the only employees authorized to require or authorize overtime by employees.

Section 4. An employee may elect to be compensated for overtime worked in cash, or by accruing compensatory time off. Compensatory time shall be earned at one and one-half (1 1/2) times the overtime hours worked but shall not exceed a maximum of one hundred twenty (120) hours. Accrued compensatory time in excess of one hundred twenty (120) hours shall be paid at one and one-half (1 1/2) times the employee's regular rate of pay.

Effective January 1, 2011 accrued compensatory time shall not exceed a maximum of one hundred and five (105) hours.

Effective January 1, 2012 accrued compensatory time shall not exceed a maximum of ninety (90) hours.

Section 5. (1) Scheduling of comp time shall be done on a seniority basis provided that time off requests are submitted at least one (1) month before each shift change for the upcoming schedule. Any time off requests submitted less than one (1) month before each shift change shall be done on a first-come, first-served basis. If a supervisor receives two (2) or more requests for time off at the same time, then resolution of the conflicting time off shall be based on seniority.

(2) Comp time requests shall be granted in conformance with the Fair Labor Standards Act (FLSA) or controlling court decisions.

Upon termination of employment, an employee shall be paid for unused compensatory time at a rate of compensation equal to the employee's regular hourly rate received by the employee at the time of termination.

Section 6. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE 17 – CALLBACK

Section 1. Employees who report for their regular shifts shall be compensated for a minimum of three (3) hours of work or pay unless given advance notice not to report. Employees who are required to report for work outside their regular shift will be paid a minimum of three (3) hours at one and one-half (1 1/2) times their regular rate unless the callback is within two (2) hours of their regular shift, in which event the pay will be for a minimum of two (2) hours. Employees required to attend meetings or training outside their regular shift shall be compensated for a minimum of three (3) hours of work, unless the training or meeting is annexed to the beginning or an ending of the employee's regular shift. In that case, the employee shall be compensated for actual hours worked. Voluntary attendance at meetings or training outside their regular hours of work shall not be subject to call back pay.

Section 2. Callback for Court Appearance.

(A) For the purposes of this Article, Court Appearance means an employee of the Police Department is subpoenaed or required to appear in a criminal or civil proceeding arising out of the performance of his official duties, outside the employee's regular shift hours. The employee shall receive overtime for a minimum of three (3) hours or actual court time, whichever is greater. Employees, when they are subpoenaed to appear for a civil proceeding not arising from the performance of their official department duties, are eligible to use compensatory time and vacation leave. Overtime is not authorized for these appearances.

(B) Compensation for court appearance starts thirty (30) minutes before the stated reporting time for the court appearance. Upon advance notification from the employee, the supervisor may authorize additional time for court appearances inside or outside of Clackamas County.

Section 3. More than one (1) callback or court appearance within the applicable minimum shall be considered a single callback. Any time worked beyond the minimum will be applied as added time. Subsequent court appearances or callbacks within the same day, scheduled with more than the applicable time interval in-between court callbacks shall be paid with no minimum time allotment.

Section 4. Employees who are on off-duty status, shall not be required to do work beyond the completion of the court appearance.

Section 5. In an emergency situation, employees working over sixteen (16) hours in a twenty-four (24)-hour period, will be given the option to take eight (8) hours off prior to the start of their next scheduled shift. In such event, any portion of the eight (8) hours that overlaps with the beginning of the employee's next shift will be considered paid leave time with no deductions made from the employee's leave time. If employees are directed to work their next scheduled shift, they shall be paid at the rate of time and one-half (1 1/2) for such portion of the shift which falls within the eight (8) hours of time

off. If the sixteen (16)-hour emergency situation occurs during the last workday of the employee's regular workweek, the provisions of this Section shall not apply.

Section 6. All witness fees paid to an employee who is receiving compensation covering the same time and expense covered by said fees shall be turned over to their supervisor.

ARTICLE 18 – SALARIES

Section 1. Salary Matrix.

- (A) Effective July 1, 2013, or upon execution, whichever is later, the salary matrix in Appendix A shall be increased by .5%.
- (B) Effective July 1, 2014 the salary matrix in Appendix A shall be increased by .5%.
- (C) Effective July 1, 2015 the salary matrix in Appendix A shall be increased by .5%.
- ~~(D) Effective July 1, 2010, or upon execution, whichever is later, the salary matrix in Appendix A shall be increased by the average annual increase of the prior year (2009), for the Portland CPI-U scale for all classifications with a minimum increase of two percent (2%) and a maximum increase of four percent (4%).~~
- ~~(E) Effective July 1, 2011, the salary matrix from July 1, 2010 shall be increased by the average annual increase of the prior year (2010), for the Portland CPI-U scale for all classifications with a minimum increase of two percent (2%) and a maximum increase of four percent (4%).~~
- ~~(F) Effective July 1, 2012, each cell in the salary matrix from July 1, 2011, shall be increased by the average annual increase of the prior year (2011), for the Portland CPI-U scale, with a minimum increase of two percent (2%) and a maximum increase of four percent (4%). [1st half CPI-U plus 2nd half CPI-U = X. X will be divided by 2 to determine increase for all three contract years.]~~

Section 2. Temporary Fringe Benefits. Regular part-time employees temporarily assigned for more than one (1) month to regular full-time status shall receive, during such temporary assignment, holiday, vacation and sick leave benefits to the same extent as provided to regular full-time employees. These fringe benefits are provided in addition to any City retirement contribution and any salary adjustments.

Section 3. Regular Pay Day. The City will pay employees on the last business day of each month.

Section 4. Errors in Compensation. When mistakes are made by the City in paying an employee which amounts to greater than five percent (5%) less than the amount of money that is due, the City shall pay the employee the additional money due within three (3) business days after the City has been notified in writing by the employee of such deficient payment. If the underpayment is five percent (5%) or less the City shall

pay the employee the additional money due at the next regular paycheck. When mistakes are made, by paying an employee more than the amount of money than is due, the City will deduct the overpayment from the employee's next regular paycheck, to a maximum of \$500 per paycheck until paid in full.

Section 5. **Incorporation of Appendix A.** Wage rates for employees covered by this Agreement shall be in accordance with the salary matrix set forth in Appendix A, which by this reference is hereby incorporated and made a part of this Agreement.

Section 6. **Placement on the Salary Schedule.** Upon initial appointment to a position, the employee shall normally receive the minimum salary for the class to which the position is assigned. However, in cases when unusual difficulty in filling a vacancy is experienced or when the appointee is exceptionally qualified, the employee may be placed at a salary greater than the minimum, but not more than the maximum, for that class.

Section 7. **Progression Through the Schedule.** Full-time and part-time employees whose class is specified on the salary schedule are eligible to advance to the next step at one (1)-year intervals on the anniversary date of the employee. Step increases shall be granted only upon achievement of a satisfactory rating or higher on the evaluation. Step increases may be delayed based upon an unsatisfactory job performance. Such cause must be stipulated in writing and presented to the employee at least thirty (30) days prior to the eligibility date. The notice shall set forth the basis for the withholding of the increase, what action must be taken to obtain the increase, and the date on which the employee will next be eligible for consideration for a step increase. Such step increase shall not be delayed or withheld for more than six (6) months. Performance evaluations may still be conducted after the employee has reached the top step.

Section 8. **Career Recognition.**

Association members (including the records clerk(s)) shall receive one percent (1%) of their base pay added to base pay after ten (10) years of service. After fifteen (15) years of service, an employee will receive a total of two and one-half percent (2.5%) added to base pay.

Section 9. **Senior Officers.**

After completion to the City of Gladstone of eight (8) years of service, and after

- a) Successful completion of the OIC DPSST approved training course, and
- b) With receiving an overall rating of "P" or "E" ~~above average performance evaluation~~ on the most recent past two performance evaluations, and
- c) With no disciplinary matters in their personnel file for the most recent two- years, employees in the classification of Police Officer shall upon request be identified as a Senior Officer. Senior Officers shall have their base pay increased by an amount equal to three percent (3%).

- d) If after becoming a Senior Officer, the employee receives an overall rating of "D" on their two most recent performance evaluations, or receives an overall rating of "N" on their most recent performance evaluation, or receives discipline as defined in Article 9, section 1, the employee will lose Senior Officer status and the base pay increase. The employee may re-apply after two (2) years if the employee again meets the criteria.

ARTICLE 19 – PROFICIENCY AND PREMIUM PAY

Section 1. Proficiency Pay. This pay shall be based upon certification standards maintained by the Department of Public Safety Standards and Training (DPSST). All sworn personnel in the Police Department shall be eligible to receive proficiency pay. The amount of proficiency pay provided by the City shall be as follows:

- A. Possession of a DPSST Intermediate Certificate shall qualify the employee for a 4% pay increase.
- B. Completing at least one (1) year at the intermediate level and possession of a DPSST Advanced Certificate shall qualify the employee for an additional 4%, for a total of a 8% pay increase.

For Sworn officers, the proficiency pay is based upon Step 5 of the salary range assigned to the Police Officer classification.

Section 2. Premium Pay.

- A. Officers who are assigned to serve as a Field Training Officer (FTO) shall receive five percent (5%) incentive pay based upon their current step for the time spent in the actual training of new regular officers. Time spent in training Reserve officers is not eligible for incentive pay.
- B. Officers who are assigned as Detectives and Motorcycle Officers are entitled to an additional five percent (5%) of their current step for the duration of the assignment.
- C. Any employee demonstrating oral proficiency in the Spanish language or oral proficiency in any other language as designated by the Chief of Police shall qualify for an additional three percent (3%) computed on their base salary. This proficiency shall be determined by a standard set by the Chief of Police.
- D. When officers are assigned in writing to serve as School Resource Officers with liaison duties to the School District, they shall receive an additional five percent (5%) computed on their base salary.
- E. Officers assigned to serve as the canine handler shall receive an additional five percent (5%) of their current step for the duration of the assignment. The parties agree that this additional five percent (5%) payment covers both the additional duties as a canine handler and adequately compensates the canine handler for off-duty hours spent by the canine handler for routine care, feeding and grooming of their assigned canine.

- F. All compensation, salaries and premium pay shall be paid beginning the first day of the assignment, regardless of the existence of a six (6)-month probationary period.
- G. For purposes of this Article, pay for premiums will be calculated based upon the current monthly wage, including any proficiency pay the employee is receiving.

ARTICLE 20 – OFFICER IN CHARGE

Section 1. Uniformed Officers.

A) In the absence of a Sergeant, the Senior Officer shall function as OIC with no additional compensation.

B) The Chief or designee shall designate an officer to serve as “Officer-in-Charge” (OIC) when a Sergeant or Senior Officer is not present to supervise during the Sergeant’s regularly scheduled shift when the absence exceeds one (1) week’s work.

C) If the shift sergeant is not present to supervise for a period of thirty (30) calendar days or longer, the Chief or his designee shall appoint an Acting Sergeant.

Section 2. Compensation. The designated OIC shall receive an additional five percent (5%) of their base pay for the time they serve in that capacity following the designation. Acting Sergeants shall receive first step Sergeant’s pay.

Section 3. Any changes necessitated in the OIC’s or Acting Sergeant-s regular shift or regular work week will not be subject to the penalty provisions of Hours of Work, Overtime/Compensatory Time and Callback.

ARTICLE 21 – INSURANCE

Section 1. City will make available to employees in the bargaining unit and their dependents medical, dental, vision benefits and prescription drug insurance coverage.

The employee shall pay any amount above the City's contribution through payroll deduction.

Section 2. The City and the employee shall split the cost of insurance premiums with the City paying ninety percent (90%) of the premium cost and the employee paying ten percent (10%) of the cost.

Employees selecting the Regence Co-Pay Plan B will receive a monthly VEBA contribution paid by the City. Employees will be responsible for signing up for the VEBA and managing costs and reimbursements. The monthly VEBA contributions for Co-Pay Plan B are as follows:

<u>Employee Only</u>	<u>\$500.00 annually</u>
<u>Employee + Child</u>	<u>\$1,000.00 annually</u>
<u>Employee + Children</u>	<u>\$1,500.00 annually</u>
<u>Employee + Spouse</u>	<u>\$1,000.00 annually</u>
<u>Employee + Family</u>	<u>\$1,500.00 annually</u>

Section 3. Joint Insurance Committee. The City will establish a joint Employer/Employee Medical Insurance Committee for the purpose of monitoring the current insurance program. The committee shall be a standing committee convened as necessary by the Personnel Director. The committee shall establish its own rules and timetable for meetings and will make a recommendation on the insurance program to the City Administrator. The committee will be composed of employee representatives from each department. The Gladstone Police Association shall be entitled to appoint up two (2) representatives to this committee.

Section 4. Other Insurance. The City shall provide a ten thousand dollar (\$10,000) life insurance policy and occupational disability insurance to all employees at no cost to the employee. Long-term disability insurance will be provided to employees upon eligibility for insurance pursuant to Section 1, at no cost to the employee.

Section 5. Employees shall become eligible for insurance benefits the first of the month thirty (30) days after being hired. If employees are hired on the first working day of the month, they are eligible for insurance the first of the following month.

Section 6. Section 125 Plan. The City offers an IRC Section 125 plan for use by employees.

ARTICLE 22 - TORT CLAIMS LIABILITY

Section 1. The City shall indemnify and defend employees against claims and judgments incurred in, or arising out of, the performance of their official duties, subject to the limitations of the Oregon Tort Claims Act, ORS 30.260 to ORS 30.300.

ARTICLE 23 – RETIREMENT

Section 1. Retirement Benefits. All eligible employees will be enrolled in PERS and/or OPSRP upon completion of requirements for membership as determined by the system. Employees who are not currently enrolled in the City retirement plan of November 30, 1998, shall be enrolled in PERS and/or OPSRP upon meeting eligibility requirements.

For the term of the Agreement, the City shall pay the employee's share of the PERS and/or OPSRP contribution to the program.

Section 2. Sick Leave Conversion Upon Retirement. Upon retirement, fifty percent (50%) of an employee's unused accumulated sick leave shall be applied as provided for under ORS 238.350 and regulations established by PERS in the form of increased retirement benefits. For the purposes of this Article, "unused accumulated sick leave" shall be capped at a maximum of nine hundred forty (940) hours. Accrual greater than this maximum shall be subject to forfeiture.

Section 3. Deferred Compensation. In addition to the City's funded retirement program, two (2) optional deferred compensation programs, which are entirely funded by employees, are available. Eligible employees may authorize a monthly salary deduction for contribution to deferred compensation programs provided through the City.

ARTICLE 24 – HOLIDAYS

Section 1. Holiday Accrual. Employees shall receive eighty-eight (88) hours of holiday leave in lieu of all holidays listed below (accrued at the rate of eight (8) hours for each holiday listed below, (11 holidays @ 8 hours each)). These holiday leave hours shall not accrue until the date of the holiday listed below and cannot be taken until on or after the holiday normally falls in the calendar year. Holiday hours shall not accrue in excess of one hundred twenty (120) hours. Hours in excess of one hundred twenty (120) hours shall be paid.

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Floating Holiday in Lieu of the Friday after Thanksgiving	4th Friday in November
Floating Holiday in lieu of Christmas Eve	December 24
Christmas Day	December 25

Holiday hours are floating holidays and may be taken as such. Holiday leave shall be utilized in the same manner as vacation leave, and shall be approved or denied on the same basis.

Civilian employees shall take holiday time off on the date the holiday is observed.

In addition to the above listed holidays, employees will be granted an additional eight (8) hours of holiday time per fiscal year.

Section 2. Payment for Holiday Balance at Termination.

Employees shall be compensated for accrued but unused floating holidays at termination of employment at the employee's final hourly rate.

Section 3. Day Observed. When one of the above holidays falls on a Saturday, the previous Friday shall be observed as the holiday; when one of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday.

Section 4. Holiday Premium.

Sworn employees assigned to patrol shall receive time and one-half (1-1 /2) overtime compensation for regular hours worked when their regularly scheduled shift occurs on New Year's Day, Thanksgiving Day or Christmas Day.

Civilian employees shall receive time and one-half (1-1 /2) overtime compensation if required to work on any holiday.

Holiday premium shall not be paid on the day after Thanksgiving or Christmas Eve, which are either taken off as a Floating Holiday or are considered a normal operational work day for all employees.

Section 5. Four-Ten. For an employee working a 4/10 plan, a paid day off shall constitute a ten (10) hour day. Therefore, to account for an entire paid day off, ten (10) hours of the employee leave time shall be utilized by the employee.

ARTICLE 25 - VACATION LEAVE

Section 1. Eligibility. All regular full-time employees shall accrue vacation leave monthly from the beginning date of their full-time employment. However, full-time employees shall only be able to use vacation leave after completion of six (6) months of service. A full-time employee who terminates employment prior to completion of six (6) months shall not be compensated for accrued vacation.

Section 2. Accrual Rates. For all regular full-time employees, vacation leave shall accrue monthly in accordance with the schedule below. For part-time employees, vacation leave shall accrue monthly at one-half (1/2) the accrual rate applicable to full-time employees for .5 FTE and at three quarters (3/4) the accrual rate applicable to full-time employees for .75 FTE and based on the number of years of part-time employment.

Less than 5 years	6.67 hours/month
5 or more years, but less than 10 years	10.00 hours/month
10 or more years, but less than 15 years	11.33 hours/month
15 or more years, but less than 20 years	15.33 hours/month
20 or more years	15.33 hours/month plus .67 hour/month for each additional year of service, not to exceed a maximum of 16.67 hours/month accrual rate.

Vacation leave can accrue from year to year with a maximum accrual limit of three hundred twenty (320) hours. Employees will be provided notice of accrued vacation balances on a month-to-month basis. Upon written request and approval of the City Administrator, vacation leave may accumulate beyond three hundred twenty (320) hours.

Section 3. Sell Back. Any employee may sell back to the City up to fifty (50) hours of accrued vacation time during any fiscal year, limited to the following conditions:

- (A) Vacation reimbursement shall occur only once during any fiscal year for each employee, regardless of how many days are used;
- (B) The Chief of Police or designee shall receive thirty (30) days' prior written notice from any employee requesting vacation reimbursement;

- (C) In combination with Section (A), an employee must maintain an account balance of eighty (80) hours after the sell back to the City.
- (D) Employees will not be permitted to sell back any portion of leave that exceeds the maximum cap of 320 hours.

Section 4. Vacation Pay at Termination. If the employee has completed six (6) months of City service before terminating employment, then the employee or the employee's heirs shall receive cash compensation for accrued vacation leave. Employees will be paid at their regular rate of pay for accrued but unused vacation upon separation from the City.

Section 5. Scheduling of vacation shall be on a seniority basis provided that time off requests are submitted by January 15 of each year. Any time off requests submitted after January 15 shall be done on a first-come, first-served basis. If a supervisor receives two (2) or more time off requests at the same time, then resolution of the conflicting time off requests shall be based on seniority.

Vacation time requests shall not be denied arbitrarily. Scheduled vacation time may be amended to allow the Department to meet emergency situations (staffing shortages due to sick leave usage do not constitute an emergency). However, where such changes are initiated, the City will explore other alternatives where non-refundable funds are involved.

Section 6. Upon written notification to the Chief of Police, a regular employee may donate accrued but unused vacation hours to another employee under the following conditions:

- (A) the donation is truly voluntary;
- (B) the donating employee receives no payment for the donated time; and
- (C) the employee to whom the time is being donated has exhausted all accrued vacation, holiday and sick leave.
- (D) Probationary employees are not entitled to donate or receive vacation hours until six (6) months of employment.

Section 7. Usage. The Chief of Police or designee shall authorize vacation leave before employee absence from work; otherwise the absence will constitute leave without pay.

Section 8. Time off requests shall be approved or denied, in writing, within thirty (30) calendar days of their submission. Failure by the City to provide a written response to a time off request shall be deemed an automatic approval of the request.

ARTICLE 26 - SICK LEAVE

Section 1. Eligibility for Accrual. All regular full-time employees shall accrue sick leave (with pay) monthly at a rate of eight (8) hours for each calendar month of City service and all part-time employees shall earn sick leave (with pay) monthly at a rate of four (4) hours, or at a rate of six (6) hours for employees who work .75 FTE or greater but less than full-time, for each calendar month of service. Sick leave shall accrue from the date of employment, but may not be used until after one (1) full month of employment. Sick leave accumulation will be capped at nine hundred forty (940) hours.

Section 2. Authorized Reasons for Sick Leave with Pay. Employees are eligible for sick leave for the following reasons:

- (A) Occupational or personal illness or physical disability.
- (B) Quarantine of an employee by a health care provider for non-occupation related disability or illness.
- (C) Personal health care provider appointments.
- (D) Attendance upon members of the employee's immediate family: (spouse, same sex domestic partner, parent, parent-in-law, biological, adopted or foster child, step-children, "in loco parentis" relationships, de facto parent (a person with whom an employee has developed a parental relationship in the absence of a biological or adoptive parent), grandparent, grandchild, where the employee's presence is required because of the serious health condition of the family member or to transport a member of the immediate family to a medical facility for treatment.
- (E) Other leaves in which use of accrued sick leave is mandated by Federal or State law.
- (F) Parental Leave shall be granted in accordance with OFLA and FMLA.
- (G) Within in the first year of placement of a child with the employee for adoption or foster care.

Section 3. Sick Leave Deduction. Sick leave shall be deducted based on every hour absent from work or fraction thereof to the nearest fifteen (15) minutes.

Section 4. Abuse. Abuse of sick leave may be cause for disciplinary action up to and including dismissal, to the extent permitted by law. Where the City determines that questions exist concerning the bona fide nature of the request for sick leave, it may require a written statement from a health care provider that the employee's condition prevented them from appearing for work. If the City is dissatisfied with the report of illness, the City may require a medical exam from a doctor selected by the City and

reimburse the employee for the cost of their copay, if any or any other costs of the appointment not paid for by insurance.

Section 5. Certification of Illness. The City may require a health care provider's approval for an employee to return to work after an absence in excess of the employee's regularly scheduled work week. In the event the usage of sick leave establishes an objectively clear pattern of misuse, the employee shall be put on notice and the time restrictions of this section shall be waived for future requirement of a health care provider's approval for an employee to return to work for absences that fall within the pattern of misuse.

Section 6. Notice Requirements. An employee shall report or designate someone else to report absence due to sick leave to an immediate supervisor or sergeant prior to the time the employee is expected to report for work.

Employees are expected to inform their supervisor of any anticipated medical treatment so that the department may plan for the employee's absence.

An employee's supervisor shall have the authority to send an employee home on sick leave if the employee exhibits signs and/or symptoms of illness and either cannot perform duties accurately or endangers the health of others. If the employee does not have sufficient sick leave to cover the absence, vacation or compensatory leave may be docked. If there is not enough vacation or compensatory leave to cover the absence, the employee will be authorized time off without pay.

Section 7. Authorization. Upon an employee's return to work, the employee shall complete an approved absence report and submit it to the employee's supervisor for his/her signature.

Section 8. When an employee is absent from work because of an on-the-job injury, the employee shall notify the City which system of time loss payments the employee chooses to receive (i.e. (A) or (B)). Time off will not be charged to sick leave except as provided below. The employee may select one of the following options:

- (A) The employee may elect to receive only his/her workers' compensation payments and no sick leave will be deducted during the period covered by the workers' compensation payments; or
- (B) The employee may voluntarily turn in their first and all subsequent workers' compensation payments and will, in turn, receive their regular paychecks and benefits.
 - (1) For the first twelve (12) months, no sick leave will be permanently deducted from the employee's accruals when the employee turns their workers' compensation payments over to the City. The City will restore the

sick leave balance, temporarily deducted, after receipt of the employee's workers' compensation check.

- (2) After the expiration of twelve (12) months, only that portion of sick leave needed to make-up for the difference between the workers' compensation payments and the employee's regular paycheck will be permanently deducted from the employee's accruals when the employee turns their workers' compensation payments over to the City. The City will restore the sick leave balance, temporarily deducted, after receipt of the employee's workers' compensation check.

Section 9. Unused sick leave shall not be paid to the employee upon termination, whether voluntary or involuntary, except in the manner prescribed in ORS 238.350.

ARTICLE 27 - OTHER LEAVES

Unless otherwise stated, all leaves from work with pay as described in this Section, shall not be deducted from unused vacation leave, sick leave or overtime if approved by the employee's supervisor prior to such leave.

Section 1. Bereavement Leave. In the event of a death in the employee's immediate family, a regular full-time employee may be granted leave of absence with pay not to exceed one (1) workweek and a part-time employee may be granted leave of absence with pay on a pro rata basis. Immediate family for the purposes of this Section shall be defined as spouse, same-sex domestic partner, child, parent, sibling, parent-in-law, son or daughter-in-law, grandparent, grandchild, step and half relations.

Additional bereavement leave may be authorized by the Chief of Police, or designee, for either a time extension or for relationships not listed in this section. The Association waives the right to file a grievance over the decision of the Chief of Police, or designee, regarding additional bereavement leave.

Section 2. Funeral Participation. When an employee serves as a pallbearer, or in some other way participates in a funeral ceremony, he may be granted a reasonable time off to perform such duty through the use of accrued vacation or compensatory leave.

Section 3. Jury Duty. When a regular full- or part-time employee is called for jury duty, or is subpoenaed to serve as a witness arising out of the course and scope of their duties, during the employee's regular work hours, the employee's salary, unused vacation or accrued overtime shall not be deducted during such absence. However, the employee is required to transfer to the City any compensation received, except travel reimbursement, for the performance of such duty. If an employee is excused from jury duty prior to the end of the normal workday, the employee shall report to the City for completion of that workday at the discretion of the supervisor. An employee not reporting for completion of the workday or not transferring any compensation for jury or witness duty, shall constitute adequate reason for the City not paying the employee for the time absent from work and may be subject to discipline.

Section 4. Military Leave. Military leave will be granted in accordance with State and Federal law.

Section 5. Personal Leave.

(A) In the sole discretion of the City, an employee may be granted a leave of absence without pay not to exceed one hundred eighty (180) calendar days if the City finds there is reasonable justification to grant such leave and if it does not unduly interfere with the normal operations of the Police Department. Requests for leave of absence without pay shall be in writing. Such requests shall be directed to the Chief of Police who shall make

a written recommendation to the City Administrator. The City may interrupt or terminate such leave by thirty (30) days written notice by Certified Mail to the address given by the employee on their written application for such leave to the City Administrator. The employee shall respond within ten (10) days of the mailing of the certified notice or be subject to disciplinary action, including discharge. Such leave shall not be approved for the purpose of accepting employment outside the service of the City. Employees on leave of absence without pay shall not accrue vacation or sick leave during the absence. Employees on approved personal leave shall prepay their own health care premiums, if desired, on a monthly basis. The leave shall not prejudice an employee's seniority accrued to the date of leave.

(B) Reinstatement. At the conclusion of the leave, an employee will be reinstated to the employee's former job. If the employee's former job has been eliminated, he or she will be entitled to be reinstated to an available equivalent position.

Section 6. Inclement Weather. During periods of inclement weather employees who arrive late or leave early are required to utilize accrued vacation and/or comp time. When accrued vacation and/or compensatory time is not available, then salary will be deducted at an hourly rate equal to the number of hours absent.

Section 7. Leave for birth, adoption or placement of a foster child, or to care for family members' or the employee's own serious health condition, will be administered in accordance with the provisions of the Oregon Family Leave Act (OFLA) and the Federal Medical Leave Act (FMLA). Employees utilizing leave under this Section for birth, adoption or placement of a foster child shall be allowed to use any form of earned, paid leave (vacation, compensatory time or sick leave). Employees utilizing leave under this section to care for family members or the employee's own serious health condition shall exhaust all paid sick leave benefits before using other types of earned paid leave.

Section 8. Leave requests will be administered in accordance with any applicable Federal or State laws. Leaves under this Article will run concurrently where permitted by law.

ARTICLE 28 – UNIFORMS, EQUIPMENT AND PRACTICE AMMUNITION

Section 1. Employees who are required to wear uniforms shall be furnished such uniforms by the City of Gladstone. ~~These employees, upon~~ ~~Upon~~ completion of ~~their~~ a sworn employee's probationary period, on July 1 of each year the City will provide a two hundred fifty dollar (\$250) reimbursement allowance for footwear, duty gear maintenance, and clothing cleaning.

These allowances are not intended to apply to required equipment damaged in the line of duty as such items shall be replaced or repaired by the City. If the required item damaged was a personal selection and not departmentally issued, financially the City may use discretion to make a reasonable replacement but is not required to replace the exact item although it may choose to do so.

Section 2. Sworn employees assigned to plainclothes duty on a full-time basis will be allowed to wear regular clothes appropriate for the functions being performed and shall be entitled to a clothing allowance of three hundred seventy-five dollars (\$375) per year payable upon appointment and annually thereafter.

Section 3. Upon sworn employee request, and subject to approval of the training supervisor, the City shall provide a reasonable number of rounds of practice ammunition at the beginning of each month.

Section 4. The City shall purchase an off-duty membership for each Police Officer selecting the option of the Public Safety Training Center.

A maximum of two (2) boxes of ammunition per Police Officer per month will be provided for weapons authorized by the Department. GPD targets are available at no charge to the employee from the Department.

Officers choosing to participate in the off-duty Police Officer membership program agree that time and travel compensation is not authorized. The only authorized expenditures are mentioned above. The PSTC off-duty Police Officer membership is optional. Those officers selecting this membership will not be eligible for any previously agreed upon ammunition/firearm benefits under the provisions of Section 3 of this Article.

ARTICLE 29 – EDUCATIONAL OPPORTUNITIES

Section 1. Education and Training Courses.

It shall be the policy of the City to encourage employees to continue education especially related to the employee's duties and responsibilities. The Chief of Police or designee may assign an employee to attend training courses related to his duties and responsibilities provided that scheduling can be arranged conveniently. When the Chief of Police or designee grants approval prior to employee attendance during the employee's regular work hours, the City shall provide leave from work with pay and shall reimburse the employee for training expenses.

Training courses which are generally not work related and offered only during regular work hours may be approved by the Chief of Police or designee provided that absence from work can be arranged conveniently, including rescheduling the employee's work hours while meeting the needs of the department. For training courses generally not work related, the City may pay for a portion of tuition proportionate to the degree that the course is work related, as determined by the City Administrator, and the employee shall be financially responsible for the cost of written material required for such training. If the City purchases any such material, it shall become City property.

Section 2. Travel Allowances.

When employees are required to travel outside the City on City business, reimbursement for expenses incurred, based on receipts for such expenses as appropriate, shall be determined as follows:

- A. Prior to traveling outside the City, the employee shall obtain approval from the employee's supervisor for the trip, mode of travel, estimated meal costs and any overnight lodging expenses.
- B. Travel on official business outside the City by a single individual should be via public carrier or City-owned vehicle. The Chief of Police or designee shall approve any request for the City to pay for a trip by air carrier. If the employee is authorized to use a private vehicle, mileage shall be paid at the per mile rate established by the Internal Revenue Service. This rate shall compensate the employee for all reasonable travel and insurance. Storage and parking expense shall be reimbursed based on reasonable and actual expense incurred for the private vehicle. City vehicles shall not be used for private purposes, as specified in the City personnel rules.
- C. Reimbursement for meals while on official trips shall only be for reasonable and actual expense incurred during the performance of official duty as a City employee for City benefit as determined by the employee's

supervisor. Employees shall minimize meal expenses. Reimbursement shall exclude any meal expenses for family members.

- D. Employees shall minimize overnight lodging expenses. For overnight lodging that includes accommodation for family members, reimbursement shall be limited to the single occupancy rate charged by the business providing overnight lodging. When able, the City will pre-pay lodging expenses.
- E. Employees shall request City Council approval for any reimbursement of travel and housing relocation expenses due to employment by the City.
- F. Determination of whether travel time is considered as hours of work shall be determined pursuant to the FLSA or controlling court cases.

ARTICLE 30 - OUTSIDE EMPLOYMENT

No full-time employee shall accept outside employment from another employer, whether part-time, temporary or permanent without prior written approval from the Chief of Police. Each change in outside employment shall require separate approval. The Chief of Police may revoke outside employment as reasonably deemed necessary. Employees shall make a reasonable effort to notify the Department in writing of any changes, including discontinuance, of outside employment.

To be approved, outside employment must:

- (A) be compatible and in no way detract from the performance of the employee's City work;
- (B) not conflict with the interests of the City or be a discredit to the City; and
- (G) normally not occur while on City-paid sick leave, disability or workers' compensation leave, without consent of the Chief.

ARTICLE 31 – MISCELLANEOUS

Section 1. Policy. The City shall furnish the Association President with copies of all policy changes affecting the City Personnel Rules, and Police Policy and Procedure Manual.

Section 2. Use of Force Situations.

- (A) Deadly Force. Employees involved in the use of deadly force situations shall be allowed to consult with an Association Representative or Attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement for more than twenty-four (24) hours.
- (B) Traumatic Incidents – Debriefing. In all cases where any employee has been seriously injured, dies, or is directly involved in a traumatic incident while in the performance of their duty, all employees directly involved shall have the opportunity to undergo a traumatic incident debriefing. The City shall have the authority to require an involved employee to undergo debriefing. The term “directly involved” means those employees who had a direct involvement in the initial traumatic incident.

Such debriefing will be for the benefit of the employee. The debriefing shall be confidential and shall not be divulged to the Department in any Department investigation of the incident. In addition, these meetings shall be covered by the psychotherapist/patient privilege and information disclosed in these meetings shall not be attainable or useable by the City for any purpose.

The City shall obtain the professional services of a traumatic incident debriefer for traumatic incident debriefings. The cost for the debriefing shall be borne by the City. The City has sole discretion concerning the payment for subsequent debriefings.

ARTICLE 32 - PERSONNEL FILES

Section 1. The City Administrator or designee shall maintain a personnel record for each employee. Personnel records shall be maintained in a locked, secured area, not open or accessible to the public. If any adverse document is proven materially incorrect, it shall be removed from the personnel record.

Section 2. A copy of any written document pertaining to discipline, grievances or complaints, placed in an employee's personnel file which the employee has not already received shall be furnished to the employee within seven (7) calendar days after it is placed in the personnel file. The employee may respond in writing, within thirty (30) calendar days, to any information with which the employee disagrees, and such response shall be placed in the employee's personnel file. Materials received prior to the date of employment shall not be subject to the provisions of this Article.

Section 3. Upon reasonable notice, an employee or representative with written permission of the employee shall have the right to inspect the employee's personnel record and receive a copy of information in compliance with ORS 652.750(2).

Section 4. Employees shall be entitled to submit for attachment to material critical of the employee a written explanation or opinion. This material shall be included in the personnel record and maintained so long as the critical materials remain in the personnel record.

Section 5. Except as provided in this Article, no portion of any employee's personnel file shall be transmitted outside the department without giving the employee notice, or as required by law, or as required in connection with the presentation of evidence in a pending case.

Section 6. Upon request by the employee, all records related to any discipline of a written reprimand, grievances or unfounded complaints shall be removed from an employee's personnel file and held in a separate secure file after three (3) years, in accordance with OAR 166-200-0090(4) and (7), provided no similar disciplinary action has been taken; in which case, the documents shall be removed three (3) years from the most recent disciplinary action. Documents removed, under this Section, can be used by the City to defend against a claim of disparate treatment and/or non-progressive discipline.

Section 7. Public Records Requests. As soon as practical, the City shall notify any affected employee and the Association, in writing, of any public records request (PRR) made about the affected employee.

ARTICLE 33 - SAVINGS CLAUSE

In the event any words or sections of this Agreement are declared to be invalid by any court of competent jurisdiction, by ruling by the Employment Relations Board, by statute or constitutional amendment, or by inability of the employer or the employees to perform to the terms of the Agreement, then upon request by either party the invalid words or sections of the Collective Bargaining Agreement shall be reopened for negotiation. The balance of the Agreement shall remain in full force and effect. In the absence of a negotiated agreement, either party may initiate binding arbitration per Article 10, Section 4, Step 4, et seq.

ARTICLE 34 – CLOSURE

Section 1. Pursuant to their statutory obligations to bargain in good faith, the City and the Association have met in full and free discussion concerning matters of employment relations as defined by ORS 243.650 et. seq.

Section 2. This Agreement is subject to amendment, alteration or addition only by subsequent written agreement between, and executed by, the City and Police Association where mutually agreeable.

ARTICLE 35 - TERM OF AGREEMENT

Section 1. This Agreement shall be effective July 1, 2013 upon execution and shall remain in full force and effect until June 30, ~~2013~~ 2016, and shall continue in effect during the period of negotiations until a successor agreement is signed.

No provisions shall be retroactive.

Section 2. This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other, in writing, by December 1, ~~2012~~ 2015, that it wishes to modify the Agreement.

GLADSTONE POLICE ASSOCIATION

CITY OF GLADSTONE

Bob Maple
Association President

Pete Boyce
City Administrator

Sean Boyle
Association Vice-President

James Pryde
Chief of Police

Date

Date

City of GLADSTONE

Date: June 6, 2013

To: Mayor Byers and City Council

From: Pete Boyce, City Administrator *PB*

Re: CDBG

Staff is recommending approval of the intergovernmental agreement (IGA) with Clackamas County. The City has been awarded \$190,000 in a Community Development Block Grant (CDBG) for road, storm line, water line and sewer line improvements to a portion of Howell and Barclay streets (see map). The overall project cost is \$360,411. The grant will cover \$190,000 and the City would fund the remaining \$170,411 as follows:

- Street Fund \$62,534
- Storm and Sewer Fund \$51,693
- Water Fund \$56,184

Engineer Pat Sissul has reviewed the proposed project and provided the attached information.

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



Google earth

feet 800
meters 200



NW Gladstone Rehabilitation Project: Phase 1 Barclay Avenue & Howell Street

Summary of Estimated Expenses

Street Improvements						
A	B	C	D	E	F	G
Street	Street Construction	10% Contingency	Street Construction Total	Street Tech. Services & Administration 25%	Right-of-way Acquisition	Street Total
Howell Street	\$110,312	\$11,031	\$121,343	\$30,336	0	\$151,679
Barclay Avenue	\$73,348	\$7,335	\$80,684	\$20,171	0	\$100,855
Phase 1 Total	\$183,661	\$18,366	\$202,027	\$50,507	0	\$252,534
Storm Drain Improvements						
A	B	C	D	E	F	G
Street	Storm Drain Construction	10% Contingency	Storm Drain Construction Total	Storm Drain Tech. Services & Administration 25%		Storm Drain Total
Howell Street	\$24,370	\$2,437	\$26,807	\$6,702		\$33,509
Barclay Avenue	\$13,228	\$1,323	\$14,551	\$3,632		\$18,183
Phase 1 Total	\$37,598	\$3,760	\$41,358	\$10,334		\$51,692
Water System Improvements						
A	B	C	D	E	F	G
Street	Water Construction	10% Contingency	Water Construction Total	Water Tech. Services & Administration 25%		Water Total
Howell Street	\$40,861	\$4,086	\$44,947	\$11,237		\$56,184
Barclay Avenue	\$0	\$0	\$0	\$0		\$0
Phase 1 Total	\$40,861	\$4,086	\$44,947	\$11,237		\$56,184
Total Improvements						
A	B	C	D	E	F	G
Street	Total Construction	10% Contingency	Construction Total	Total Tech. Services & Administration 25%	Total Right-of-Way Acquisition	Overall Total
Howell Street	\$175,543	\$17,554	\$193,097	\$48,274	-	\$241,372
Barclay Avenue	\$86,574	\$8,657	\$95,231	\$23,808	-	\$119,039
Phase 1 Total	\$262,117	\$26,212	\$288,329	\$72,082	-	\$360,411

Summary of Funding

Date: June, 2013

Street		
I	J	K
Clackamas County Contribution	City of Gladstone Street Fund	Street Total Funding
\$ 190,000	\$ 62,534	\$ 252,534
Storm Drain		
I	J	K
Clackamas County Contribution	City of Gladstone Storm & Sewer Fund	Storm Drain Total Funding
\$ 51,692	\$ 51,692	\$ 103,384
Water		
I	J	K
Clackamas County Contribution	City of Gladstone Water Fund	Water Total Funding
\$ 56,184	\$ 56,184	\$ 112,368
Overall		
I	J	K
Clackamas County Total Contribution	City of Gladstone Total Contribution	Overall Total
\$ 190,000	\$ 170,411	\$ 360,411
% 52.7	% 47.3	% 100

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**Phase 1: HOWELL STREET, from Barclay Avenue to end
Street Reconstruction, Storm Drain & Waterline Project**

Length = 463 feet

Width = Varies

	Units	Quantity	Unit Price	Total
Section 0001 Temporary Features and Appurtenances				
Mobilization	Lump Sum	All	\$8,000.00	\$8,000.00
Temporary Work Zone Traffic Control, Complete	Lump Sum	All	\$3,000.00	\$3,000.00
Erosion & Sediment Control & Pollution Control	Lump Sum	All	\$1,100.00	\$1,100.00
Section 0002 Roadwork				
Removal of Curbs	Foot	278	\$1.40	\$389.20
Removal of Sidewalks	Foot	0	\$2.00	\$0.00
Removal of Driveway Approach	Square Foot	1340	\$2.00	\$2,680.00
Removal of Surfacing	Square Yard	1635	\$3.00	\$4,905.00
Removal of Inlets	Each	3	\$160.00	\$480.00
Asphalt Pavement/Concrete Saw Cutting	Foot	170	\$2.70	\$459.00
General Excavation (16" depth)	Cubic Yard	750	\$11.00	\$8,250.00
12-Inch Subgrade Stabilization	Square Yard	30	\$21.50	\$645.00
Geosynthetic Installation	Square Yard	0	\$0.76	\$0.00
Geogrid Installation	Square Yard	1565	\$10.00	\$15,650.00
Utility Pole Relocation (Contractor expense)	Each	1	\$500.00	\$500.00
Tree & Shrub Removal	Lump Sum	All	\$500.00	\$500.00
Tree & Shrub Trimming	Lump Sum	All	\$500.00	\$500.00
Fence Repair/Reconstruction	Foot	0	\$5.00	\$0.00
Retaining Walls	Square Foot	0	\$20.00	\$0.00
Section 0003 Drainage and Sewers				
Storm Drain Pipe (8-12 inch diameter)	Foot	297	\$35.00	\$10,395.00
4 Inch PVC Pipe	Foot	60	\$10.00	\$600.00
Video Inspection	Lump Sum	All	\$400.00	\$400.00
Catch Basin, GB-2	Each	7	\$1,200.00	\$8,400.00
Connection to Existing Structure	Each	1	\$250.00	\$250.00
Minor Adjustment of Manhole	Each	1	\$225.00	\$225.00
Major Adjustment of Manhole	Each	2	\$800.00	\$1,600.00
Manhole, Storm Drain	Each	1	\$2,500.00	\$2,500.00
Section 0004 Bases				
3/4 Inch - 0 Aggregate Base (2" depth)	Ton	174	\$25.25	\$4,393.50
1 1/2 Inch - 0 Aggregate Subbase (12" depth)	Ton	1045	\$15.75	\$16,458.75
Section 0005 Wearing Surfaces				
1/2 Inch - 0 dense AC Pavement (3.5" depth)	Ton	313	\$65.00	\$20,345.00
1/2 Inch - 0 dense AC Pavement overlay (2" avg depth)	Ton	0	\$68.00	\$0.00
Concrete Curb & Gutter	Foot	953	\$12.75	\$12,150.75
Concrete Driveways, 6 Inch Depth	Square Foot	1643	\$5.15	\$8,461.45
Concrete Sidewalk, 4 Inch Depth	Square Foot	0	\$4.40	\$0.00
Section 0006 Right-of-Way Development and Control				
Lawn Seeding (assume 70% curb length x 3')	Square Yard	222	\$2.00	\$444.00
Irrigation System Repair	Lump Sum	All	\$0.00	\$0.00
Mulch	Lump Sum	All	\$1,000.00	\$1,000.00
Section 0007 Waterline				
6" Ductile Iron Water Main	Foot	353	\$46.00	\$16,238.00
4" Ductile Iron Water Main	Foot	119	\$42.00	\$4,998.00
Gate Valve, Blowoff	Each	5	\$775.00	\$3,875.00
Fire Hydrant Assembly	Each	1	\$2,500.00	\$2,500.00
Connect to Existing Main	Each	1	\$2,250.00	\$2,250.00
Replace Existing Service	Each	15	\$600.00	\$9,000.00
Testing	Lump Sum	All	\$2,000.00	\$2,000.00

Estimated Construction Cost:	\$175,543
Construction Cost Contingency 10%	\$17,554
Total Estimated Construction Cost:	\$193,097
Technical Services & Administration 25%	\$48,274
Total Estimated Project Cost:	\$241,372

Phase 1: BARCLAY AVENUE, from Abernethy Lane to Addie Street
Street widening, Curb, Overlay and Sidewalk Project

Length = 500 feet

Width = Varies

	Units	Quantity	Unit Price	Total
Section 0001 Temporary Features and Appurtances				
Mobilization	Lump Sum	All	\$8,000.00	\$8,000.00
Temporary Work Zone Traffic Control, Complete	Lump Sum	All	\$3,000.00	\$3,000.00
Erosion & Sediment Control & Pollution Control	Lump Sum	All	\$1,100.00	\$1,100.00
Section 0002 Roadwork				
Removal of Curbs	Foot	40	\$1.40	\$56.00
Removal of Sidewalks	Square Foot	106	\$2.00	\$212.00
Removal of Driveway Approach	Square Foot	209	\$2.00	\$418.00
Removal of Surfacing	Square Yard	139	\$3.00	\$417.00
Removal of Inlets	Each	4	\$160.00	\$640.00
Asphalt Pavement/Concrete Saw Cutting	Foot	1020	\$2.70	\$2,754.00
General Excavation (16" depth)	Cubic Yard	270	\$11.00	\$2,970.00
12-Inch Subgrade Stabilization	Square Yard	0	\$21.50	\$0.00
Geosynthetic Installation	Square Yard	640	\$0.76	\$486.40
Geogrid Installation	Square Yard	0	\$10.00	\$0.00
Utility Pole Relocation (Contractor expense)	Each	4	\$500.00	\$2,000.00
Tree & Shrub Removal	Lump Sum	All	\$1,000.00	\$1,000.00
Tree & Shrub Trimming	Lump Sum	All	\$500.00	\$500.00
Fence Repair/Reconstruction	Foot	63	\$12.00	\$756.00
Retaining Walls	Square Foot	0	\$20.00	\$0.00
Section 0003 Drainage and Sewers				
Storm Drain Pipe (8-12 inch diameter)	Foot	0	\$35.00	\$0.00
4 inch PVC Pipe	Foot	40	\$10.00	\$400.00
Video Inspection	Lump Sum	0	\$400.00	\$400.00
Catch Basin, GB-2	Each	6	\$1,200.00	\$7,200.00
Connection to Existing Structure	Each	0	\$250.00	\$0.00
Minor Adjustment of Manhole	Each	1	\$225.00	\$225.00
Major Adjustment of Manhole	Each	0	\$800.00	\$0.00
Manhole, Storm Drain	Each	2	\$2,500.00	\$5,000.00
Section 0004 Bases				
3/4 Inch - 0 Aggregate Base (2" depth)	Ton	70	\$25.25	\$1,767.50
1 1/2 Inch - 0 Aggregate Subbase (12" depth)	Ton	355	\$15.75	\$5,591.25
Section 0005 Wearing Surfaces				
1/2 Inch - 0 dense AC Pavement (3.5" depth)	Ton	130	\$65.00	\$8,450.00
1/2 Inch - 0 dense AC Pavement overlay (2" avg depth)	Ton	130	\$68.00	\$8,840.00
Concrete Curb (Standard)	Foot	800	\$10.75	\$8,600.00
Concrete Driveways, 6 Inch Depth	Square Foot	1150	\$5.15	\$5,922.50
Concrete Sidewalk, 4 Inch Depth	Square Foot	1520	\$4.40	\$6,688.00
Detactable Warning Strips	Each	4	\$200.00	\$800.00
Section 0006 Right-of-Way Development and Control				
Lawn Seeding (assume 70% curb length x 3')	Square Yard	190	\$2.00	\$380.00
Irrigation System Repair	Lump Sum	All	\$1,000.00	\$1,000.00
Mulch	Lump Sum	All	\$1,000.00	\$1,000.00
Section 0007 Waterline				

Estimated Construction Cost:	\$86,574
Construction Cost Contingency 10%	\$8,657
Total Estimated Construction Cost:	\$95,231
Technical Services & Administration 25%	\$23,808
Total Estimated Project Cost:	\$119,039

4-5

INTERGOVERNMENTAL AGREEMENT

BETWEEN

**CLACKAMAS COUNTY DEPARTMENT OF
HEALTH, HOUSING AND HUMAN RESOURCES
COMMUNITY DEVELOPMENT DIVISION**

AND

THE CITY OF GLADSTONE

I. Purpose

- A. This Agreement is entered into between Clackamas County, acting by and through its Community Development Division (COUNTY) and the City of Gladstone (CITY) for the cooperation of units of local government under the authority of ORS 190.010.
- B. This Agreement provides for the **NW Gladstone Infrastructure Rehabilitation** project which includes design and construction of street, sidewalk, waterline and storm drain improvements for 5 streets in the Echo Glenn, Abernethy and Portland Avenue area of the City of Gladstone. These improvements are herein referred to as the PROJECT.
- C. The COUNTY has determined that the PROJECT is eligible for Community Development Block Grant (CDBG) funds as a Low-Mod Area Benefit Activity. The service area for the PROJECT is defined as U.S. Census Tract 219.00 Block Group 1 and show on the map included in Attachment A.

II. Scope of Responsibilities

- A. Under this agreement the responsibilities of the CITY shall be as follows:
 - 1. The CITY shall provide all necessary supervisory and administrative support to assist the COUNTY with the completion of the PROJECT.
 - 2. The CITY shall obtain any easements or approvals necessary to allow access onto private property. Acquisition of any easement shall be obtained pursuant to the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA).
 - 3. The CITY shall provide engineering services for the design and construction oversight of the PROJECT. Such services shall be provided at no cost to the COUNTY. The CITY shall assume responsibility for ensuring the following:

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- a. The CITY shall hire a registered professional engineer (herein after referred to as Engineer) to prepare all plans and specifications necessary to publicly bid the PROJECT for award to a construction contractor (herein after referred to as Contractor) and provide construction oversight including staking and surveying of the PROJECT.
- b. The CITY shall require the Engineer to indemnify, save harmless and defend the COUNTY, its officers, agents, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the negligent acts, errors or omissions of the Engineer or the Engineer's employees.
- c. The CITY shall require the Engineer to furnish the COUNTY evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence / \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this contract. The COUNTY, at its option, may require a complete copy of the above policy.
- d. If the Engineer has the assistance of other persons in the performance of this contract, and the Engineer is a subject employer, the CITY shall require that the Engineer agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. The Engineer shall maintain employer's liability insurance with limits of \$100,000 each accident, \$100,000 disease each employee, and \$500,000 each policy limit.
- e. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the Engineer's insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this contract.

- f. The CITY shall require the Engineer to furnish the COUNTY evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the COUNTY, its officers, commissioners, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The COUNTY, at its option, may require a complete copy of the above policy.
- g. The CITY shall require the Engineer to furnish the COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence / \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The COUNTY, at its option, may require a complete copy of the above policy.
- h. The insurance, other than the professional liability insurance, shall include the COUNTY as an expressly scheduled additional insured. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.
- i. The CITY shall ensure that the Responsibilities of the Engineer include, but not be limited to, the following:
 - (i) During construction the Engineer shall endeavor to guard the COUNTY against apparent defects and deficiencies in the permanent work constructed by the Contractor.
 - (ii) All reports and recommendations concerning construction shall be submitted to the COUNTY for their approval. The COUNTY agrees that no decisions affecting construction shall be made without CITY approval.

- (iii) In the event modifications to the construction contract, which result in an increase in the contract amount, are made without the prior approval of the COUNTY, CITY shall be solely responsible for these modifications.
 - (iv) Notify the County Surveyor of the PROJECT and provide CITY, design engineer, surveyor and contractor contacts.
 - (v) File a "Pre-construction Record of Survey" with the County Surveyor prior to the PROJECT final award of construction contract in order to identify and preserve the locations of survey monuments that may be disturbed or removed during the construction as described in ORS 209.150.
 - (vi) File a "Post-construction Record of Survey" with the County Surveyor after the construction PROJECT is completed. The Engineer is responsible to replace any property corner monuments that were disturbed or removed during construction as described in ORS 209.150.
- 4. The CITY shall operate and maintain the improvements for public purposes for their useful life subject to the limitations on the expenditure of funds by the CITY as provided by Oregon Statute.
 - 5. The CITY shall complete and submit a Performance Measures Report following completion of the PROJECT. (refer to Attachment A).
 - 6. The CITY shall complete and submit a Matching Funds Report following completion of the PROJECT. (refer to Attachment B).
- B. Under this agreement the responsibilities of the COUNTY will be as follows:
- 1. The COUNTY will appropriately bid and contract for construction of the PROJECT and with the advice of the CITY, will approve changes, modifications, or amendments as necessary to serve the public interest.
 - 2. In such contracts the COUNTY will assume the rights and responsibilities of the owner of the project.
 - 3. The COUNTY agrees to provide and administer available Federal Community Development Block Grant (CDBG) funds (CFDA 14.218) granted by the U.S. Department of Housing and Urban Development (HUD) to finance the PROJECT.
 - 4. The COUNTY shall conduct necessary environmental reviews described in 570.604 of the CDBG regulations for compliance with requirements of the CDBG program prior to the start of construction.

5. The COUNTY shall provide reasonable and necessary staff for administration of the PROJECT.
- C. The COUNTY and CITY agree to jointly review and approve all design, material selection, and contract documents for the PROJECT.

III. Budget & Financial

- A. The COUNTY will apply CDBG funds in the amount of **\$190,000** to the PROJECT. The obligations of the COUNTY are expressly subject to the COUNTY receiving funds from HUD for the PROJECT, and in no event shall the COUNTY'S financial contribution exceed the amount finally granted, released and approved by HUD for this project.
- B. The CITY agrees to contribute the greater of:
1. Twenty percent (20%) of the total cost of the PROJECT, or
 2. All costs for design and construction which exceed available CDBG funds budgeted for the PROJECT.
 3. Allowable match requirements for this PROJECT may be the use of CITY equipment, CITY workers labor, and/ or CITY reimbursable related to the construction PROJECT. Match credit(s) can be given to the CITY from the COUNTY; moreover, the CITY must submit all match credit(s) items as well as receive approval of the list of match credit(s) items. The COUNTY will not reimburse the CITY in the form of a check (\$). See below Part III. D.
- C. In the event the PROJECT can not be completed with available funds the COUNTY and CITY will jointly determine the priorities of the improvements to be made within funding limits.
- D. The CITY shall be credited towards the matching requirements stated in Part III. B. an amount equal to **10%** of the final construction cost for engineering services as detailed in Part II. A. 3. a.
- E. The CITY agrees to provide funds for the PROJECT to the COUNTY in the following manner:
1. In the event a construction contractor is entitled to payments for work completed after \$190,000 in CDBG funds have been expended, the COUNTY shall request a transfer of funds from the CITY for the amount necessary to make such payments. The CITY shall transfer funds which exceed available CDBG funds and are owed to a contractor to the

COUNTY within thirty (30) consecutive calendar days of a written request.

2. Upon receipt of written notification from the COUNTY the CITY shall provide payment within thirty (30) consecutive calendar days to the COUNTY the funds necessary to meet the matching contribution requirement in Part III. B. All checks shall be made payable to Clackamas County, include a Project Number and be mailed to the following address:

Attn: Toni Hessevick
Clackamas County - Finance Office
Public Services Building
2051 Kaen Road
Oregon City, OR 97045

3. In the event that unforeseeable conditions arise which necessitate the execution of a change in the amount of the construction contract, the CITY and the COUNTY will jointly evaluate the circumstances surrounding the conditions. Upon approval by the CITY and the COUNTY, the COUNTY shall instruct the Engineer to execute a change order.
4. Funds for the change order shall be split evenly between the COUNTY and the CITY subject to the limitations described above.

IV. Liaison Responsibility

Scott Tabor, will act as liaison from the CITY for the PROJECT. Mark Sirois will act as liaison from the COUNTY.

V. Special Requirements

- A. **Law and Regulations.** The COUNTY and CITY agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. **Public Contracting Requirements.** To the extent applicable, the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 are incorporated by this reference as though fully set forth.
- C. **Relationship of Parties.** Each party is an independent contractor with regard to the other party. Neither party is an agent or employee of the other. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- D. **Indemnification.** Subject to the limits of the Oregon Tort Claims Act, and Oregon Constitution each of the parties agrees to hold harmless and indemnify the

others, and their elected and appointed officials, agents, and employees, from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising on account of personal injuries, death or damage to property caused by or resulting from their own acts or omissions or those of their officials, agents and employees provided however, upon completion of the improvements, the CITY will assume all responsibility for claims made thereafter against the COUNTY or its officers, agents or employees pertaining to the design and construction of the Project, and will indemnify and defend them therefore.

- E. **Notice.** Each party shall give the other immediate written notice of any action or suit filed or any claim made against the party which may result in litigation in any way related to this Agreement.
- F. **Record and Fiscal Control System.** All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- G. **Access to Records.** The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the CITY which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- H. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Obligations of the COUNTY are also expressly subject to the COUNTY receiving funds from HUD for this project and in no event shall the COUNTY's financial contribution exceed the amount finally granted, released and approved by HUD for this project.
- I. **Conflict of Interest.** No officer, employee, or agent of the CITY or COUNTY who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the program, shall have any personal financial interest, direct or indirect, in the use of the funds provided pursuant to this Agreement, and the Parties shall take appropriate steps to assure compliance. The Parties will insure that no contractor, subcontractor, contractor's employee or subcontractor's employee has or acquires any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services.

- J. **Insurance.** The CITY will bear the risk of loss from fire, extended coverage, and will purchase and maintain property insurance on all affected CITY property. The CITY will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance. If applicable, the CITY shall be required to maintain flood insurance. Each party agrees to maintain insurance, or self-insurance, in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.
- K. **Nondiscrimination.** The CITY and the COUNTY agree to comply with all Federal, State, and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, familial status, or the presence of any mental or physical handicap. These requirements are specified in ORS chapter 659; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.
- L. **Handicapped Accessibility.** The CITY agrees that all improvements made under this Agreement shall comply with standards set for facility accessibility by handicapped persons required by the Architectural Barriers Act of 1968, as amended. Design standards for compliance are contained in 24 CFR 8.31-32 and the document entitled Uniform Federal Accessibility Standards published by HUD in April, 1988 as a joint effort with other Federal agencies.
- M. **Nonsubstituting for Local Funding.** The CDBG funding made available under this Agreement shall not be utilized by the CITY to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.
- N. **Evaluation.** The CITY agrees to participate with the COUNTY in any evaluation project or performance report, as designed by the COUNTY or the appropriate Federal department, and to make available all information required by any such evaluation process.
- O. **Audits and Inspections.** The CITY will ensure that the COUNTY, the Secretary of HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts.
- P. **Acquisition.** If completion of the project requires acquisition of any real property the parties agree to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended.

- Q. **Change of Use.** The CITY agrees to comply with applicable change of use provisions contained in 24 CFR 570.505 (refer to Attachment C).
- R. **Reversion of Assets.** Upon expiration or termination of this Agreement, CITY shall transfer to COUNTY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Also for any real property under CITY'S control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to CITY in the form of a loan) in excess of \$25,000 or less based on the CDBG amount shall ensure said real property is either:
1. Used to meet one of the National Objectives in CFR 570.208 for the term of this Agreement; or
 2. Not used to meet on the National Objectives for the term of this Agreement, in which event, the CITY shall pay to COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

VI. Amendment

This Agreement may be amended at any time with the concurrence of both Parties. Amendments become a part of this Agreement only after the written amendment has been signed by both Parties.

VII. Term of Agreement

- A. This Agreement becomes effective when it is signed by both Parties.
- B. The term of this Agreement is a period beginning when it becomes effective and ending ten (10) years after completion of the PROJECT.
- C. This Agreement may be suspended or terminated prior to the expiration of its term by:
1. Written notice provided to the COUNTY from the CITY before any materials or services for improvements are procured, or;
 2. Written notice provided by the COUNTY in accordance with 24 CFR 85.43, included as Attachment D, resulting from material failure by the CITY to comply with any term of this Agreement, or;
 3. Mutual agreement by the COUNTY and CITY in accordance with 24 CFR 85.44.

- D. Upon completion of improvements or upon termination of this Agreement, any unexpended balances of CDBG funds shall remain with the COUNTY.

CITY OF GLADSTONE

525 Portland Ave
Gladstone, Oregon 97027

Pete Boyce, City Manager

Date

CLACKAMAS COUNTY

Chair John Ludlow
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Tootie Smith

Signing on Behalf of the Board.

Cindy Becker, Director
Health, Housing & Human Services
Department

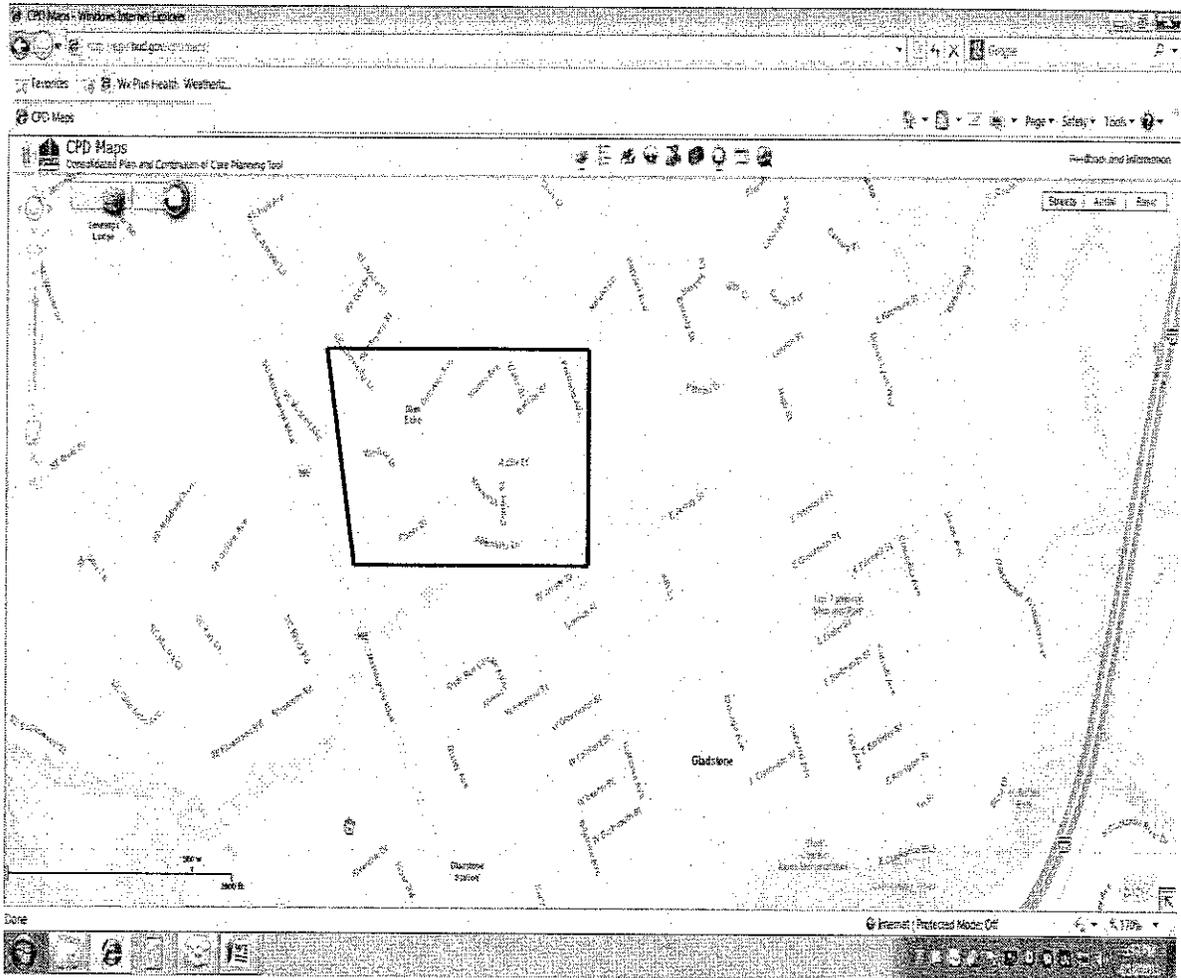
Date

ATTACHMENT A
COMMUNITY DEVELOPMENT BLOCK GRANT PERFORMANCE MEASURES REPORT
FOR THE PERIOD: JULY 1, _____ TO JUNE 30, _____

Project Name: NW Gladstone Infrastructure Rehabilitation Project

The Service Area for this project is contained within Census Tract 021900 Block Group 1. The City of Gladstone portion of this Block Group is 53.4% Low- and Moderate-Income.

of persons 690 with new access to this Public Facility or Infrastructure Improvement
of persons _____ with improved access to Public Facility or Infrastructure Improvement
of persons _____ with access to this type of Public Facility or Infrastructure Improvement that is No Longer Substandard. Total Number of persons assisted: 690



Other benefits to the service area:

Signature

Date

Organization

ATTACHMENT B

CDBG Project Matching Funds

For reporting to HUD at the end of the year, indicate the specific sources and amounts of matching funds for the NW Gladstone Infrastructure Rehabilitation Project:

2013-14 CDBG Funds	\$
--------------------	----

SOURCES OF LOCAL MATCH:	
Other Federal (including pass-through funds, e.g. County CDBG, State FEMA, etc.)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

State/Local Governmental Funding (e.g. State Housing Trust Funds, Local Assessment, etc.)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Private (including recipient) Funding	
Fund Raising/Cash	\$ _____
Loans	\$ _____
Building Value or Lease	\$ _____
Donated Goods	\$ _____
New Staff Salaries	\$ _____
Volunteers (\$5/hr)	\$ _____
Volunteer Medical/Legal	\$ _____
Other _____	\$ _____

Prepared By:
 (Print name)

Signature _____

Date _____

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ATTACHMENT C

Change of Use

Excerpt from 24 CFR Part 570

570.505 Use of real property.

The standards described in this section apply to real property within the recipient's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of an entitlement recipient's participation in the entitlement CDBG program or, with respect to other recipients, until five years after the closeout of the grant from which the assistance to the property was provided.

(a) A recipient may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the recipient provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either;

(1) The new use of such property qualifies as meeting one of the national objectives in 570.208 (formerly 570.901) and is not a building for the general conduct of government; or

(2) The requirements and paragraph (b) of this section are met.

(b) If the recipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (a)(1) of this section, it may retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

(c) If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in 570.504(b) (4) or (5), as applicable, shall apply to the use of funds reimbursed.

(d) Following the reimbursement of the CDBG program in accordance with paragraph (b) of this section, the property no longer will be subject to any CDBG requirements.

ATTACHMENT D

Excerpt from 24 CFR Part 85

§85.43 Enforcement.

(a) *Remedies for noncompliance.* If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
- (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
- (3) Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program,
- (4) Withhold further awards for the program, or
- (5) Take other remedies that may be legally available.

(b) *Hearings, appeals.* In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.

(c) *Effects of suspension and termination.* Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after

termination which are necessary and not reasonably avoidable are allowable if:

- (1) The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,
 - (2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- (d) *Relationship to Debarment and Suspension.* The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under E.O. 12549 (see §85.35).

§85.44 Termination for convenience.

Except as provided in §85.43 awards may be terminated in whole or in part only as follows:

- (a) By the awarding agency with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
- (b) By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either §85.43 or paragraph (a) of this section.

RESOLUTION 1023

**A RESOLUTION REVISING THE MASTER FEE SCHEDULE, RESOLUTION 1015,
REFLECTING CHANGES IN SEWER FEES.**

Now Therefore Be It Resolved that the City Council for the City of Gladstone amends Resolution 1015 with respect to Sewer Fees as described below and that all other provisions of Resolution 1015 stand unchanged:

SEWER DEPARTMENT

Oak Lodge Monthly Retail Sewer Fee (portion retained by city)	\$ 6.11
Tri-City Sewer District Monthly Retail Sewer Fee (portion retained by city)	\$ 8.92
Clackamas County Sewer District #1 Monthly Retail Sewer Fee (portion retained by city)	\$ 8.92

This Resolution adopted by the Common Council and approved by the Mayor on this 11th day of June, 2013. This Resolution is effective July 1, 2013.

Attest:

Mayor

Assistant City Administrator



OREGON LIQUOR CONTROL COMMISSION

APPLICATION FOR TEMPORARY USE OF AN ANNUAL LICENSE

FULL ON-PREMISES SALES LICENSE TEMPORARY USE APPLICATION

Allows an Oregon Full On-Premises Sales Licensee to sell wine, cider, malt beverages, and distilled spirits for drinking on the special event licensed premises. There is no license fee.

LIMITED ON-PREMISES SALES LICENSE TEMPORARY USE APPLICATION

Allows an Oregon Limited On-Premises Sales Licensee to sell wine, cider, and malt beverages for drinking on the special event licensed premises. There is no license fee.

Process Time: OLCC needs your completed application to us in sufficient time to approve it. Sufficient time is typically 1 to 3 weeks before the first event date listed in #9 below (some events may need extra processing time).

License Days: In #9 below, you can apply for a maximum of 7 license days per application form. A license day is from 7:00 am to 2:30 am on the succeeding calendar day.

1. My annual license is a: [X] FULL ON-PREMISES [X] LIMITED ON-PREMISES

2. Licensee Name (please print): LUISA M. Vogel E-mail: olvogies@gmail.com

3. Trade Name of Business: Vogies Bar LLC 4. Fax: _____

5. Street Address of Annual Business: 464 PORTLAND AV. 6. City/ZIP: Gladstone, 97027

7. Contact Person: Luisa Vogel 8. Contact Phone: 503 657-3626

9. Date(s) of event: Aug 2, 3, 4 10. Start/End hours of alcohol service: 9AM to 10PM

LICENSED AREA BOUNDARIES: ORS 471.159 prohibits the OLCC from licensing an area that does not have defined boundaries. OLCC may require the licensed area to be enclosed and may require you to submit a drawing showing the licensed area and how the boundaries of the licensed area will be identified.

11. Address of Special Event Licensed Area: 464 PORTLAND AV. Gladstone (Street) (City)

12. Identify the licensed area (for example: entire premises; a room within the premises; an area in a park; etc.): in back of bar. Fenced AREA.

13. List the primary activities within the licensed area (like: dinner; auction; beer festival; wine festival; food fair; art show; music; patron dancing; sports event; etc.). If entertainment will be offered in the areas where alcohol will be sold or consumed, please describe the entertainment, the times it will be offered, and list the targeted age of attendees:

BBQ, Full menu (Breakfast, lunch, dinner) Beer, wine, liq, Dank + ANK ONLY 21+ older

14. Will minors and alcohol be allowed together in the same area? [] Yes [X] No

15. What is the expected attendance per day in the licensed area (where alcohol will be sold or consumed)? 100

PLAN TO MANAGE THE SPECIAL EVENT LICENSED AREA: If your answer to #15 is 501 or more, in addition to your answers to questions 16, 17, and 18, you will need to complete the OLCC's Plan to Manage Special Events form (available on www.oregon.gov/OLCC), unless the OLCC exempts you from this requirement.

16. Describe your plan to prevent problems and violations.

We will have EXTRA people working. Fenced AREA, as well as rules of VIP.

17. Describe your plan to prevent minors from gaining access to alcoholic beverages and from gaining access to any portion of the licensed premises prohibited to minors.
Fenced AREA. NO minors Allowed in & out. EXTRA STAFF

18. Describe your plan to manage alcohol consumption by adults.
EXTRA STAFF / same rules as our daily Bus.

MANAGER AND SERVICE PERMITS: You must name a manager or managers who will be at the special event.

19. List name(s) of on-site manager(s): MARIANNE THRESHER 20. Contact Phone: ⁵⁰³ 657-3626

21. Service permit number of manager(s): _____

LIQUOR LIABILITY INSURANCE: I certify that I have obtained at least \$300,000 of liquor liability insurance coverage for this event as required by ORS 471.168.

22. Insurance Company: EVERGUARD INS. 23. Policy #: _____ Expiration Date: 4/30/14

25. Name of insurance agent: ARMIN BESTEL 26. Agent's phone number: 503-790-9355

FOOD SERVICE: See the attached sheet for an explanation of this requirement.

27. If you will **NOT** provide distilled spirits, name at least two different substantial food items that you will provide:

① _____ ② _____

28. If you are a Full On-Premises Sales Licensee and will provide distilled spirits, name at least five different substantial food items that you will provide:

① BURGERS ② steak ③ Pulled Pork ④ FISH ⑤ PIZZA'S

29. Licensee Name (please print): Full Menu LUISA Vogel

30. LICENSEE SIGNATURE: Luisa Vogel 31. Date: 6/5/13

GOVERNMENT RECOMMENDATION: Once you've completed this form to this point, you must obtain a recommendation from the local city or county named in #32 below before submitting this application to the OLCC.

32. Name the city if the event address is within a city's limits or name the county if the event address is outside the city's limits: GLADSTONE

CITY OR COUNTY USE ONLY

The city/county named in #32 above recommends:

Grant Acknowledge Deny (attach written explanation of deny recommendation)

City/County Signature: _____ Date: _____

FORM TO OLCC: This license is valid only when signed by an OLCC representative. Submit this form to the OLCC off ce regulating the county in which your special event will happen.

OLCC USE ONLY

License is: Approved Denied

Restrictions: _____

OLCC Signature: _____ Date: _____

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City of Gladstone

Month: May 2013

Payroll	5/1/13	Check	# 73220 - 73221	854.08	Payroll
	5/31/13	Check	# 73373 - 73422	29,857.72	Direct Depo
	5/31/13	Direct Deposit		141,944.47	
				172,656.27	Total

Manual/ Machine/ Month End Checks

	5/20/13	Check	# 73367 - 73368	56,736.57	
	5/21/13	Check	# 73369	1,500,000.00	
	5/23/13	Check	# 73070 - 73372	9,473.12	
	5/31/13	Check	# 73423 - 73441	22,851.49	
				1,589,061.18	Total

Urban Renewal Checks

	5/15/13	Check	# 5459	550.00	UR
				550.00	Total

Outstanding Invoices

	06/12/13	Check	Preliminary	125,294.33	Total
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April Monthly

1,887,561.78 Total

Council Approval

May 14, 2013

JE 601

Payroll

G/L Distribution Report

User: anderson

Batch: 00002.05.2013 COMPUTER

City of Gladstone



Account Number	Debit Amount	Credit Amount	Description
Section 1 001	GENERAL FUND		
Section 2 000			
001-000-140000	73,285.75	0.00	CASH IN BANK
001-000-290000	0.00	141,944.47	DIRECT DEPOSIT LIABILITIES
001-000-290001	0.00	29,677.61	FEDERAL WITHHOLDING W/H
001-000-290002	0.00	39,593.90	SOCIAL SECURITY W/H
001-000-290003	0.00	16,939.41	STATE TAX W/H
001-000-290004	0.00	272.10	WBF WORKDAY ASSESS
001-000-290005	0.00	1,293.95	UNEMPLOYMENT
001-000-290007	0.00	1,846.93	TRI-MET TAX
001-000-290008	0.00	1,109.08	MISCELLANEOUS
001-000-290102	0.00	5,539.00	CREDIT UNION W/H
001-000-290103	0.00	52,694.77	HEALTH INS W/H
001-000-290104	0.00	1,996.56	UNION DUES W/H
001-000-290105	0.00	8,266.12	DEFERRED COMP W/H
001-000-290108	0.00	113.09	LIFE INSURANCE/PU
001-000-290111	0.00	34,513.92	RETIREMENT/PERS
001-000-290112	0.00	3,838.39	RETIREMENT
001-000-290114	0.00	1,000.00	FIREFIGHTER HOUSE DUES
001-000-290115	0.00	952.96	DISABILITY INSURANCE
001-000-290124	0.00	1,833.40	VEBA HEALTH CONTRIBUTIONS
001-000-290125	0.00	336.66	SECTION 125 FLEX HEALTH
Section 2 Total:	73,285.75	343,762.32	
Section 2 021	GENERAL ADMINISTRATION		
001-021-100000	9,218.72	0.00	CITY ADMINISTRATOR
001-021-100500	7,090.00	0.00	ASSISTANT CITY ADMINSTRATOR
001-021-101500	4,812.33	0.00	ADMIN SECRETARY/REC COORDINATO
001-021-102000	4,554.66	0.00	ACCOUNT CLERK (FINANCE)
001-021-102500	11,676.31	0.00	PAYROLL COSTS
Section 2 Total:	37,352.02	0.00	
Section 2 022	MUNICIPAL COURT		
001-022-102500	3,188.70	0.00	PAYROLL COSTS

Account Number	Debit Amount	Credit Amount	Description
001-022-120500	4,643.10	0.00	MUNICIPAL COURT CLERK
001-022-121000	2,722.68	0.00	ASSISTANT COURT CLERK
Section 2 Total:	10,554.48	0.00	
Section 2 024	POLICE DEPARTMENT		
001-024-102500	38,956.41	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
001-024-143000	5,265.00	0.00	POLICE OFFICER
001-024-143500	6,007.95	0.00	POLICE OFFICER
001-024-144000	5,617.70	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	5,797.50	0.00	POLICE OFFICER
001-024-150000	3,653.00	0.00	POLICE RECORDS CLERK
001-024-151500	1,244.28	0.00	HOLIDAY PAY
001-024-152500	5,976.04	0.00	OVERTIME
001-024-152600	1,690.19	0.00	TRAINING OVERTIME
Section 2 Total:	125,718.30	0.00	
Section 2 025	FIRE DEPARTMENT		
001-025-102500	5,817.92	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	19,806.60	0.00	ON-CALL REIMBURSEMENT
Section 2 Total:	33,352.89	0.00	
Section 2 026	PARK DEPARTMENT		
001-026-102500	3,076.19	0.00	PAYROLL COSTS
001-026-190000	659.08	0.00	PUBLIC WORKS SUPERVISOR
001-026-190500	4,640.00	0.00	UTILITY WORKER, JOURNEY
Section 2 Total:	8,375.27	0.00	
Section 2 027	RECREATION DEPARTMENT		
001-027-102500	28.52	0.00	PAYROLL COSTS
001-027-201500	315.84	0.00	FIELD MAINTENANCE CREW
Section 2 Total:	344.36	0.00	

Account Number	Debit Amount	Credit Amount	Description
Section 2 028	SENIOR CENTER		
001-028-102500	5,254.29	0.00	PAYROLL COSTS
001-028-208500	5,834.00	0.00	SENIOR CENTER MANAGER
001-028-209500	2,232.45	0.00	TRAM DRIVER
001-028-210000	893.29	0.00	OFFICE ASSISTANT
001-028-210500	2,069.55	0.00	NUTRITION CATERER
Section 2 Total:	16,283.58	0.00	
Section 2 029	LIBRARY		
001-029-102500	10,228.73	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	629.64	0.00	LIBRARY AIDE
001-029-223500	2,716.15	0.00	ON CALL LIB ASSISTANT
Section 2 Total:	38,495.67	0.00	
Section 1 Total:	343,762.32	343,762.32	
Section 1 003	SEWER FUND		
Section 2 000	LIBRARY		
003-000-140000	0.00	19,390.57	CASH IN BANK
Section 2 Total:	0.00	19,390.57	
Section 2 003	SEWER DEPARTMENT		
003-003-102500	5,980.42	0.00	PAYROLL COSTS
003-003-300300	2,306.86	0.00	PUBLIC WORKS SUPERVISOR
003-003-300700	2,389.60	0.00	UTILITY WKR_JOURNEY/MAINT TECH
003-003-301000	4,760.05	0.00	UTILITY WORKER
003-003-301200	3,953.64	0.00	ACCOUNT CLERK
Section 2 Total:	19,390.57	0.00	
Section 1 Total:	19,390.57	19,390.57	
Section 1 004	WATER FUND		
Section 2 000	SEWER DEPARTMENT		
004-000-140000	0.00	21,313.77	CASH IN BANK

Account Number	Debit Amount	Credit Amount	Description
Section 2 Total:	0.00	21,313.77	
Section 2 004	WATER DEPARTMENT		
004-004-102500	6,647.14	0.00	PAYROLL COSTS
004-004-400300	1,977.30	0.00	PUBLIC WORKS SUPERVISOR
004-004-400700	2,389.60	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
Section 2 Total:	21,313.77	0.00	
Section 1 Total:	21,313.77	21,313.77	
Section 1 005	ROAD & STREET FUND		
Section 2 000	WATER DEPARTMENT		
005-000-140000	0.00	9,944.22	CASH IN BANK
Section 2 Total:	0.00	9,944.22	
Section 2 005	STREET DEPARTMENT		
005-005-102500	3,161.18	0.00	PAYROLL COSTS
005-005-501500	1,647.76	0.00	PUBLIC WKS SUPERVISOR
005-005-502000	5,011.20	0.00	UTILITY WORKER, JOURNEY
005-005-502500	124.08	0.00	OVERTIME
Section 2 Total:	9,944.22	0.00	
Section 1 Total:	9,944.22	9,944.22	
Section 1 008	POLICE/COMMUNC LEVY FUND		
Section 2 000	STREET DEPARTMENT		
008-000-140000	0.00	43,977.02	CASH IN BANK
Section 2 Total:	0.00	43,977.02	
Section 2 008	POLICE/COMMUNC LEVY DEPT		
008-008-102500	13,981.55	0.00	PAYROLL COSTS
008-008-143500	5,360.20	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	1,006.59	0.00	OVERTIME

Account Number	Debit Amount	Credit Amount	Description
Section 2 Total:	43,977.02	0.00	
Section 1 Total:	43,977.02	43,977.02	
Section 1 009	FIRE/EMERG SERVICES LEVY FUND		
Section 2 000	POLICE/COMMUNC LEVY DEPT		
009-000-140000	0.00	8,517.89	CASH IN BANK
Section 2 Total:	0.00	8,517.89	
Section 2 009	FIRE/EMERG SERVICES DEPT		
009-009-102500	2,707.63	0.00	PAYROLL COSTS
009-009-900500	5,422.00	0.00	VOLUNTEER FIRE COORDINATOR
009-009-901500	388.26	0.00	CONTRACT SERVICES
Section 2 Total:	8,517.89	0.00	
Section 1 Total:	8,517.89	8,517.89	
Report Total:	446,905.79	446,905.79	

Clearing House Distribution Report

User: anderson
 Printed: 05/28/2013 - 9:59AM
 Batch: 00001.05.2013



Account Number	Debit	Credit	Account Description
001-000-140000	0.00	141,944.47	CASH IN BANK
001-000-290000	141,944.47	0.00	DIRECT DEPOSIT LIABILITIES
	<hr/>	<hr/>	
	141,944.47	141,944.47	
	<hr/>	<hr/>	
Report Totals:	141,944.47	141,944.47	
	<hr/>	<hr/>	

Accounts Payable

Checks by Date - Summary by Check Date

User: anderson
Printed: 6/6/2013 9:54 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
73367	01339	CIS/EBS Trust	05/20/2013	55,546.20
73368	08830	US Postal Service	05/20/2013	1,190.37
Total for 5/20/2013:				56,736.57
Report Total (2 checks):				56,736.57

Accounts Payable

Checks by Date - Summary by Check Date

User: anderson
Printed: 6/6/2013 9:55 AM



<u>Check No</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
73369	01641	Clackamas County Library District	05/21/2013	1,500,000.00
Total for 5/21/2013:				1,500,000.00
Report Total (1 checks):				1,500,000.00

Accounts Payable

Checks by Date - Summary by Check Date

User: anderson
Printed: 6/6/2013 9:56 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
73370	01726	Clackamas Fed. Cred.Union	05/23/2013	6,728.52
73371	03226	Gladstone Municipal Court	05/23/2013	1,840.48
73372	05746	Oregon AFSCME Council #75	05/23/2013	904.12
Total for 5/23/2013:				9,473.12
Report Total (3 checks):				9,473.12

Accounts Payable

Checks by Date - Summary by Check Date

User: anderson
Printed: 6/6/2013 9:58 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
73423	02659	Axa Equitable RIA	05/31/2013	3,600.68
73424	02657	Axa Equitable/Equi-Vest	05/31/2013	8,166.12
73425	02661	Axa Equitable/EVLICO	05/31/2013	237.71
73426	00734	Beloof & Haines	05/31/2013	3,000.00
73427	00993	Brown & Caldwell	05/31/2013	866.50
73428	01893A	Comcast Cable	05/31/2013	124.85
73429	01893C	Comcast Cable	05/31/2013	101.90
73430	01893D	Comcast Cable	05/31/2013	134.34
73431	01893E	Comcast Cable	05/31/2013	93.90
73432	03271	Gladstone Vol Fire Dept	05/31/2013	1,000.00
73433	03958	Integra Telecom	05/31/2013	987.69
73434	05521	Northwest Natural	05/31/2013	232.09
73435	05681M	Office Of The Trustee	05/31/2013	640.00
73436	05746	Oregon AFSCME Council #75	05/31/2013	907.04
73437	07892E	Shepherd, Jeff	05/31/2013	150.00
73438	05396	Sprint	05/31/2013	410.53
73439	02915	Union Security Insurance	05/31/2013	188.25
73440	08802	US Bank	05/31/2013	1,669.54
73441	08943A	Verizon Wireless	05/31/2013	340.35
Total for 5/31/2013:				22,851.49
Report Total (19 checks):				22,851.49

Accounts Payable

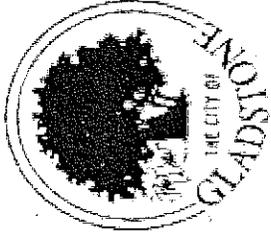
Checks by Date - Summary by Check Date

User: anderson
Printed: 6/6/2013 9:59 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
5459	00739	Beery,Elsner & Hammond LLP	05/15/2013	550.00
Total for 5/15/2013:				550.00
Report Total (1 checks):				550.00

Accounts Payable Outstanding Invoices



User: anderson

Printed: 6/6/2013 - 10:13 AM

Date Range: 06/12/2013 to 06/12/2013

Date Type: Current

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
Vendor 00030	7,980.00	42815	05/31/2013	Anad A Drill/Service				06/12/2013
004-004-406500								
Vendor Total:	7,980.00							
Vendor 00367A				Amazon/Purchases				
001-029-231500	9.99	078497351966	05/31/2013					06/12/2013
001-029-231500	19.99	051669029638	05/31/2013					06/12/2013
001-029-231000	16.90	094365917079	05/31/2013					06/12/2013
001-029-231500	16.86	285693561411	05/31/2013					06/12/2013
001-029-228500	65.97	214446509895	05/31/2013					06/12/2013
001-029-231000	12.83	240748081011	05/31/2013					06/12/2013
001-029-231000	10.94	118775702522	05/31/2013					06/12/2013
001-029-231000	15.25	021181740810	05/31/2013					06/12/2013
001-029-231500	93.37	021181740810	05/31/2013					06/12/2013
001-029-231000	180.47	240749494856	05/31/2013					06/12/2013
001-029-231000	55.45	240746248143	05/31/2013					06/12/2013
001-029-231500	15.98	043847742043	05/31/2013					06/12/2013
001-029-231500	9.99	043840009107	05/31/2013					06/12/2013
001-029-231500	35.98	213644332049	05/31/2013					06/12/2013
001-029-231500	135.54	078499777358	05/31/2013					06/12/2013
001-029-231000	10.60	088111415995	05/31/2013					06/12/2013
001-029-231500	19.99	078494980341	05/31/2013					06/12/2013
001-029-231000	4.00	119185236454	05/31/2013					06/12/2013
001-029-231500	11.33	162030874335	05/31/2013					06/12/2013
001-029-231000	6.29	017849807040	05/31/2013					06/12/2013
001-029-231500	14.41	017849807040	05/31/2013					06/12/2013
001-029-231000	12.99	133624583400	05/31/2013					06/12/2013
001-029-231000	25.81	188027353676	05/31/2013					06/12/2013
001-029-231500	282.60	186856858535	05/31/2013					06/12/2013
001-029-231500	112.12	078497379981	05/31/2013					06/12/2013
001-029-225000	40.43	112176967824	05/31/2013					06/12/2013
001-029-231500	14.09	078497425586	05/31/2013					06/12/2013
001-029-231500	192.58	078492134103	05/31/2013					06/12/2013

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
001-029-231000	59.86	078492134103	05/31/2013					06/12/2013
001-029-231000	67.72	010100666602	05/31/2013					06/12/2013
001-029-231500	12.99	34989245302	05/31/2013					06/12/2013
001-029-231500	57.81	10109485928	05/31/2013					06/12/2013
001-029-231000	7.74	118997949509	05/31/2013					06/12/2013
Vendor Total:	1,648.87							
Vendor 00551M				Auto Addition/Services				
001-024-155000	92.34	IN0008932	05/31/2013					06/12/2013
Vendor Total:	92.34							
Vendor 00736				Beck Electric/Services				
001-029-234000	2,159.00	17441	05/31/2013					06/12/2013
Vendor Total:	2,159.00							
Vendor 00875				Blumenthals/Police				
001-024-159500	218.49	993950	05/31/2013					06/12/2013
Vendor Total:	218.49							
Vendor 01230				Central City Concern				
001-024-161000	240.00	033113	05/31/2013					06/12/2013
Vendor Total:	240.00							
Vendor 01343A				Cintas Fas/Supplies				
001-021-110500	267.40	017302048	05/31/2013					06/12/2013
001-024-161000	189.78	0173302047	05/31/2013					06/12/2013
Vendor Total:	457.18							
Vendor 01381				Clackamas Bankdust/Supplies				
001-026-194000	717.00	5113	05/31/2013					06/12/2013
Vendor Total:	717.00							
Vendor 01576				Clack Cty DOT/Planning				
001-021-107000	2,800.65	23224	05/31/2013					06/12/2013
005-005-508000	300.00	23220	05/31/2013					06/12/2013
005-005-508000	300.19	23221	05/31/2013					06/12/2013
005-005-508000	95.60	23222	05/31/2013					06/12/2013
005-005-508000	240.61	23223	05/31/2013					06/12/2013
Vendor Total:	3,737.05							
Vendor 01585				Clack Cty Wtr Environs/MS4 Permit				
003-003-307000	204.71	2013-176	05/31/2013					06/12/2013

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
Vendor Total:	204.71							
Vendor 01621								
008-008-164800	9,029.83	38481	05/31/2013	Clack City Finance/Dispatch Services				06/12/2013
001-024-161500	160.00	38193	05/31/2013					06/12/2013
001-024-161000	45.00	38197	05/31/2013					06/12/2013
001-026-194000	325.00	37483	05/31/2013					06/12/2013
008-008-164800	9,029.83	38249	05/31/2013					06/12/2013
Vendor Total:	18,589.66							
Vendor 01808								
001-025-175500	96.82	178897	05/31/2013	Clark's Lawn/Supplies				06/12/2013
Vendor Total:	96.82							
Vendor 01838								
005-005-504500	84.54	00230677	05/31/2013	Clyde West/Services				06/12/2013
Vendor Total:	84.54							
Vendor 01916								
001-021-116500	93.00	15663074 5/27	05/31/2013	Community Newspaper/Services				06/12/2013
001-021-113000	47.40	CLK12825	05/31/2013					06/12/2013
001-021-113000	53.32	CLK12826	05/31/2013					06/12/2013
Vendor Total:	193.72							
Vendor 02057								
001-024-157000	255.95	D13-08-8160	05/31/2013	Creative Svc New England/Supplies				06/12/2013
Vendor Total:	255.95							
Vendor 02146								
001-025-182000	920.00	2103155-00	05/31/2013	Curtis, L.N./Equipment				06/12/2013
Vendor Total:	920.00							
Vendor 02375								
001-024-161500	136.25	48611	05/31/2013	Dooley/Supplies				06/12/2013
001-024-161500	822.50	48455	05/31/2013					06/12/2013
Vendor Total:	958.75							
Vendor 02510G								
003-003-308000	600.00	05151301	05/31/2013	Eastside Paving/Services				06/12/2013
003-003-308000	600.00	05151302	05/31/2013					06/12/2013
Vendor Total:	1,200.00							

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
Vendor 02513 001-029-229600	100.00	6/27/13	05/31/2013	Eaton/Program				06/12/2013
Vendor Total:	100.00							
Vendor 02540 001-026-194000	-43.45	65221	05/31/2013	Ed's Mower/Services				06/12/2013
001-026-194000	75.35	65189	05/31/2013					06/12/2013
001-026-194000	39.95	65034	05/31/2013					06/12/2013
Vendor Total:	71.85							
Vendor 02621 001-022-124500	140.00	052813	05/31/2013	Elterman/Interpreter				06/12/2013
Vendor Total:	140.00							
Vendor 02731G				Extreme Products/Uniforms				
001-024-159500	49.99	15412	05/31/2013					06/12/2013
001-024-159500	206.48	115438	05/31/2013					06/12/2013
001-024-159500	54.98	15443	05/31/2013					06/12/2013
001-024-161500	3,080.00	15590	05/31/2013					06/12/2013
001-024-159500	60.24	14419	05/31/2013					06/12/2013
001-024-159500	24.95	14321	05/31/2013					06/12/2013
001-024-159500	15.49	14423	05/31/2013					06/12/2013
001-024-159500	545.24	14426	05/31/2013					06/12/2013
001-024-159500	54.98	14430	05/31/2013					06/12/2013
001-024-159500	49.99	14432	05/31/2013					06/12/2013
001-024-159500	51.49	14436	05/31/2013					06/12/2013
001-024-159500	591.66	14532	05/31/2013					06/12/2013
001-024-159500	99.98	14548	05/31/2013					06/12/2013
001-024-159500	57.98	14560	05/31/2013					06/12/2013
001-024-159500	240.96	14562	05/31/2013					06/12/2013
001-024-159500	700.00	15403	05/31/2013					06/12/2013
001-024-159500	49.99	15406	05/31/2013					06/12/2013
Vendor Total:	5,934.40							
Vendor 03151 001-026-196000	2.50	053113	05/31/2013	General Tree Service/Services				06/12/2013
Vendor Total:	2.50							
Vendor 03237 001-024-163500	57.00	032013	05/31/2013	Gladstone Oak Grove Rotary/Dues				06/12/2013
Vendor Total:	57.00							

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
Vendor 03300				Gold Wrench/Services				
001-024-155000	665.19	49575	05/31/2013					06/12/2013
001-024-155000	451.70	49495	05/31/2013					06/12/2013
001-024-155000	413.90	49094	05/31/2013					06/12/2013
001-024-155000	15.35	49078	05/31/2013					06/12/2013
001-024-155000	1,460.00	49550	05/31/2013					06/12/2013
Vendor Total:	3,006.14							
Vendor 03324N				Gray/Pro-tem Judge				
001-022-125500	97.50	030313	05/31/2013					06/12/2013
Vendor Total:	97.50							
Vendor 03345				Green Key/Lock Services				
001-026-194000	36.00	27236	05/31/2013					06/12/2013
Vendor Total:	36.00							
Vendor 03544				Heartland Services/Data Process				
001-025-179500	541.19	HSI0317383	05/31/2013					06/12/2013
Vendor Total:	541.19							
Vendor 03765				Houston/Supervising Physician				
001-025-180500	600.00	06/15-07/15	05/31/2013					06/12/2013
Vendor Total:	600.00							
Vendor 03818				Honey Buckets/Rest Rooms				
001-026-195500	336.22	1-655819	05/31/2013					06/12/2013
001-026-195500	480.44	1-662981	05/31/2013					06/12/2013
001-026-195500	85.00	1-664885	05/31/2013					06/12/2013
001-026-195500	93.00	1-658030	05/31/2013					06/12/2013
001-026-195500	93.00	1-661325	05/31/2013					06/12/2013
Vendor Total:	1,087.66							
Vendor 03865A				Indoor Billboard/Supplies				
001-029-225000	79.15	263369	05/31/2013					06/12/2013
Vendor Total:	79.15							
Vendor 03931				Ingram/Purchases				
001-029-231000	632.92	71847585	05/31/2013					06/12/2013
001-029-231000	335.59	71887036	05/31/2013					06/12/2013
001-029-231000	1,915.84	71869515	05/31/2013					06/12/2013
001-029-231000	171.10	71852528	05/31/2013					06/12/2013
001-029-231000	61.34	71847584	05/31/2013					06/12/2013

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
Vendor Total:	3,116.79							
Vendor 04152				Jolley/Reimbursement				06/12/2013
001-024-158700	20.00	032213	05/31/2013					
Vendor Total:	20.00							
Vendor 04243				Kelley Blue Book/Subscribe				06/12/2013
001-029-227000	70.00	1294275	05/31/2013					06/12/2013
001-029-227000	98.00	1294274	05/31/2013					06/12/2013
Vendor Total:	168.00							
Vendor 04450				L.E.E.D./Magazines				06/12/2013
001-024-161500	359.00	944058	05/31/2013					
Vendor Total:	359.00							
Vendor 04559				Library Store/Supplies				06/12/2013
001-029-225000	59.05	57328	05/31/2013					
Vendor Total:	59.05							
Vendor 04561P				Life Assist/Supplies				06/12/2013
001-025-180000	-136.40	632923	05/31/2013					06/12/2013
001-025-180000	136.40	634609	05/31/2013					06/12/2013
001-025-180000	432.14	633991	05/31/2013					06/12/2013
Vendor Total:	432.14							
Vendor 04606				Local Govt Personnel/Negotiations				06/12/2013
001-024-161000	2,065.89	9527	05/31/2013					06/12/2013
001-021-116000	988.00	9527	05/31/2013					06/12/2013
Vendor Total:	3,053.89							
Vendor 04750				Masons Supply/Supplies				06/12/2013
003-003-308000	320.76	973248-00	05/31/2013					
Vendor Total:	320.76							
Vendor 04753				Maverick Welding/Supplies				06/12/2013
005-005-507000	18.90	00866326	05/31/2013					
Vendor Total:	18.90							
Vendor 04900				Midwest Tape/Purchases				06/12/2013
001-029-231500	41.97	90970201	05/31/2013					06/12/2013
001-029-231500	33.58	90970008	05/31/2013					06/12/2013
001-029-231500	17.84	90970200	05/31/2013					06/12/2013

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
001-029-231500	24.14	90970006	05/31/2013					06/12/2013
001-029-231500	36.73	90989766	05/31/2013					06/12/2013
001-029-231500	32.53	90989764	05/31/2013					06/12/2013
001-029-231500	10.49	90934332	05/31/2013					06/12/2013
001-029-231500	31.98	90970009	05/31/2013					06/12/2013
001-029-231500	26.23	90989767	05/31/2013					06/12/2013
001-029-231500	22.99	90934330	05/31/2013					06/12/2013
Vendor Total:	278.48							
Vendor 04955S				Mr. Belvedere's Janitorial				
001-024-161000	335.00	1174	05/31/2013	Mr Belvedere/Services				06/12/2013
Vendor Total:	335.00							
Vendor 04976				Molina/Interpreter				
001-022-124500	90.00	060313	05/31/2013					06/12/2013
Vendor Total:	90.00							
Vendor 05130				MyTana/Improvements				
003-003-308000	75.09	178553	05/31/2013					06/12/2013
Vendor Total:	75.09							
Vendor 05409S				Norlift/Supplies				
001-025-175500	100.00	12035197	05/31/2013					06/12/2013
Vendor Total:	100.00							
Vendor 05521				Northwest Natural				
001-024-161000	37.36	2136577-0	05/31/2013	Northwest Natural/Gas Billing				06/12/2013
Vendor Total:	37.36							
Vendor 05610				Nursery Connection				
001-026-194000	307.25	79463	05/31/2013	Nursery Connection/Supplies				06/12/2013
Vendor Total:	307.25							
Vendor 05656				Oak Lodge Water District				
004-004-405000	54.15	56-00870-001	05/31/2013					06/12/2013
004-004-405000	291.62	99-01148-001	05/31/2013					06/12/2013
004-004-405000	805.63	99-01157-001	05/31/2013					06/12/2013
004-004-405000	33.88	56-00072-001	05/31/2013					06/12/2013
004-004-405000	30.64	56-00073-001	05/31/2013					06/12/2013
004-004-405000	46.90	56-00074-001	05/31/2013					06/12/2013
004-004-405000	30.64	56-00075-001	05/31/2013					06/12/2013
004-004-405000	39.65	56-00076-001	05/31/2013					06/12/2013

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
004-004-405000	29.56	56-00077-001	05/31/2013					06/12/2013
004-004-405000	37.12	56-00840-001	05/31/2013					06/12/2013
004-004-405000	83.15	56-00850-001	05/31/2013					06/12/2013
004-004-405000	55.60	56-00860-001	05/31/2013					06/12/2013
Vendor Total:	1,538.54							
Vendor 05675				Office Depot/Supplies				
001-024-156500	79.70	651880742001	05/31/2013					06/12/2013
001-024-156500	143.45	651752880001	05/31/2013					06/12/2013
001-024-156500	20.02	651752829001	05/31/2013					06/12/2013
001-024-156500	71.24	658781682001	05/31/2013					06/12/2013
001-024-156500	82.61	653921165001	05/31/2013					06/12/2013
001-021-113000	50.51	657181731001	05/31/2013					06/12/2013
004-004-403500	46.52	657181731001	05/31/2013					06/12/2013
001-029-225500	28.33	657981365001	05/31/2013					06/12/2013
001-021-113000	90.16	657625973001	05/31/2013					06/12/2013
001-025-173500	24.90	1576875004	05/31/2013					06/12/2013
001-029-225500	72.24	656595085001	05/31/2013					06/12/2013
001-029-225500	24.25	656595086001	05/31/2013					06/12/2013
001-024-156500	397.95	658781613001	05/31/2013					06/12/2013
Vendor Total:	1,131.88							
Vendor 05679				Office Max/Supplies				
001-021-113000	56.70	756495	05/31/2013					06/12/2013
Vendor Total:	56.70							
Vendor 05685				Olson Bros/Services				
001-024-155000	28.00	115,772	05/31/2013					06/12/2013
001-024-155000	14.00	115,570	05/31/2013					06/12/2013
Vendor Total:	42.00							
Vendor 05742				Or Accreditation Alliance/Annual Fee				
001-024-158700	1,050.00	1270	05/31/2013					06/12/2013
Vendor Total:	1,050.00							
Vendor 06148				Oregon Patrol Service/Courtroom Sec				
001-022-127000	485.00	1555	05/31/2013					06/12/2013
Vendor Total:	485.00							
Vendor 06245				Oregon Treasurer/DEQ/Civil Penalty				
003-003-308000	6,400.00	WQ/M-NWR-	05/31/2013					06/12/2013

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
Vendor Total:	6,400.00							
Vendor 06346				Oregonian/Subscribe				
001-029-227000	80.00	1974874 6/8	05/31/2013					06/12/2013
001-024-161000	92.80	4370839 5/7	05/31/2013					06/12/2013
Vendor Total:	172.80							
Vendor 06586				Pacific Offc Auto/Services				
004-004-404000	24.80	V89816	05/31/2013					06/12/2013
001-024-156500	23.24	V30728	05/31/2013					06/12/2013
Vendor Total:	48.04							
Vendor 06640				Paramount Pest/Services				
001-021-110500	48.00	47648	05/31/2013					06/12/2013
001-021-110500	48.00	47638	05/31/2013					06/12/2013
Vendor Total:	96.00							
Vendor 06871B				Pitney Bowes/Supplies				
001-021-113000	473.90	617215	05/31/2013					06/12/2013
Vendor Total:	473.90							
Vendor 07021				Portland General Electric				
004-004-406000	1,183.56	053113	05/31/2013	Portland General Electric/Billing				06/12/2013
005-005-506000	113.80	053113	05/31/2013					06/12/2013
005-005-507000	259.83	053113	05/31/2013					06/12/2013
001-021-109500	705.72	053113	05/31/2013					06/12/2013
001-025-177500	597.99	053113	05/31/2013					06/12/2013
001-026-193500	538.01	053113	05/31/2013					06/12/2013
001-029-224500	746.72	053113	05/31/2013					06/12/2013
003-003-302500	37.31	053113	05/31/2013					06/12/2013
005-005-508000	548.20	053113	05/31/2013					06/12/2013
001-024-161000	141.59	053113	05/31/2013					06/12/2013
Vendor Total:	4,872.73							
Vendor 07027				Portland Habilitation/Services				
001-021-108500	382.96	80213	05/31/2013					06/12/2013
001-025-176000	280.14	80214	05/31/2013					06/12/2013
Vendor Total:	663.10							
Vendor 07061				Portland Win Supply Co				
004-004-406500	2,732.50	002548-00	05/31/2013					06/12/2013

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
Vendor Total:	2,732.50							
Vendor 07257				Quill Corp				
005-005-507000	85.49	2903486	05/31/2013	Quill Corp/Supplies				06/12/2013
Vendor Total:	85.49							
Vendor 07510M				Ricoh USA Inc				
001-021-113000	419.21	88984295	05/31/2013	Ricoh/Supplies				06/12/2013
Vendor Total:	419.21							
Vendor 07510N				Ricoh USA Inc				
001-021-113000	41.00	1039363038	05/31/2013	Ricoh/Services				06/12/2013
Vendor Total:	41.00							
Vendor 07905				Sierra Springs				
001-024-161000	204.51	5338633 5/27	05/31/2013	Sierra Springs/Water				06/12/2013
Vendor Total:	204.51							
Vendor 07960				Sisul Engineering				
001-026-197500	3,997.00	SGL13-025	05/31/2013	Sisul/Engineering				06/12/2013
005-005-509000	4,481.00	SGL13-002-03	05/31/2013					06/12/2013
Vendor Total:	8,478.00							
Vendor 08019				Slominski, Michael				
001-022-123000	3,000.00	May 2013	05/31/2013	Slominski/Prosecuting Atty				06/12/2013
Vendor Total:	3,000.00							
Vendor 08205				Stein Oil Co. Inc.				
001-024-155000	409.18	0005750-CL96	05/31/2013	Stein Oil/Services				06/12/2013
001-025-173000	353.90	0002591-CL96	05/31/2013					06/12/2013
Vendor Total:	763.08							
Vendor 08372				Tacoma Screw Products				
001-025-175500	14.50	19470641	05/31/2013	Tacoma Screw/Supplies				06/12/2013
Vendor Total:	14.50							
Vendor 08425				Thomas, Don Petroleum Inc				
004-004-407000	709.04	110850	05/31/2013	Thomas Petroleum/Diesel				06/12/2013
005-005-504000	2,279.44	110850	05/31/2013					06/12/2013
001-021-117500	305.90	110850	05/31/2013					06/12/2013
001-024-155000	8,479.60	110850	05/31/2013					06/12/2013
001-025-173000	513.91	110850	05/31/2013					06/12/2013

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
001-026-194000	1,382.67	110850	05/31/2013					06/12/2013
001-028-214000	770.87	110850	05/31/2013					06/12/2013
004-004-407000	12.26	110850	05/31/2013					06/12/2013
005-005-504000	770.87	110850	05/31/2013					06/12/2013
001-025-173000	556.76	110850	05/31/2013					06/12/2013
001-026-194000	1,213.46	110850	05/31/2013					06/12/2013
Vendor Total:	16,994.78							
Vendor 08426				Thomas/Program				
001-029-229600	350.00		05/31/2013					06/12/2013
Vendor Total:	350.00							
Vendor 08497				TLC Carpet Cleaning				
001-025-175500	152.00	052313	05/31/2013					06/12/2013
Vendor Total:	152.00							
Vendor 08530				TOP Industrial/Services				
005-005-504500	370.42	70725	05/31/2013					06/12/2013
005-005-504500	5.34	70618	05/31/2013					06/12/2013
Vendor Total:	375.76							
Vendor 08566				Traffic Safety/Supplies				
005-005-508500	28.00	969922	05/31/2013					06/12/2013
005-005-508500	537.50	967977	05/31/2013					06/12/2013
005-005-508500	7,683.90	970152	05/31/2013					06/12/2013
005-005-508500	130.00	969925 969926	05/31/2013					06/12/2013
Vendor Total:	8,379.40							
Vendor 08652				Tualatin Valley Fire/Rescue				
001-025-173000	1,342.25	571324	05/31/2013					06/12/2013
001-025-173000	9.04	2028	05/31/2013					06/12/2013
001-025-173000	143.57	2026	05/31/2013					06/12/2013
001-025-173000	228.26	2027	05/31/2013					06/12/2013
001-025-173000	2,382.88	2035	05/31/2013					06/12/2013
001-025-173000	420.44	2036	05/31/2013					06/12/2013
Vendor Total:	4,526.44							
Vendor 08666P				Two Girls Catering/Services				
001-029-227500	70.00	041213	05/31/2013					06/12/2013
Vendor Total:	70.00							
Vendor 08798				Upstart/Supplies				

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
001-029-228500	289.02	4961063	05/31/2013					06/12/2013
Vendor Total:	289.02							
Vendor 08943				Verizon/Wireless				
001-024-164000	221.39	9705134114	05/31/2013	Verizon/Cellular Phone				06/12/2013
001-024-164000	88.56	9705134112	05/31/2013					06/12/2013
001-024-164000	218.68	9705134111	05/31/2013					06/12/2013
001-024-161000	440.13	9705134109	05/31/2013					06/12/2013
Vendor Total:	968.76							
Vendor 08943C				Verizon				
005-005-507000	40.01	9705134113	05/31/2013	Verizon/Cellular Phone				06/12/2013
Vendor Total:	40.01							
Vendor 09258F				Williams, Celese				
001-029-229600	100.00		05/31/2013	Williams/Program				06/12/2013
Vendor Total:	100.00							
Report Total:	125,294.33							



CORRESPONDENCE

Peter Boyce

From: Tami Bannick
Sent: Thursday, June 06, 2013 8:36 AM
To: Peter Boyce
Subject: FW: backyard burning

-----Original Message-----

From: Pete [<mailto:peterwilliam@juno.com>]
Sent: Tuesday, June 04, 2013 8:55 PM
To: Tami Bannick
Subject: backyard burning

Hi,

I wrote a few weeks ago to every city council member asking that they discuss backyard burning. We have a volunteer fireman who insists upon exercising his right to have a backyard fire. Tonight at 7 pm, with temperatures above 70 (near 80?), he lit up a smokey fire and went back inside his house. A neighbor, Pat and Steve, called me telling me how bad it was. How the smoke was making it hard for them to breathe. I suggested they call the city. Just because he can burn, doesn't mean he should burn. But this volunteer fireman does not care about his neighbors. So I wrote to the city council asking for help. To date, I have not heard if they feel this is significant.

Can you please advise? I have written to Rep. Barton and Clackamas Review. Both would like to know what came of the city council letter?

Seriously, who starts up a fire on a hot summer day and then goes back inside their house. WHY be so mean to your neighbors.
Sincerely,

Pete Steinkamp

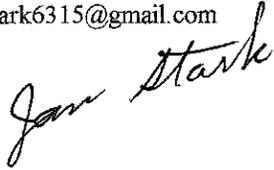
Frenzy Over New Diet Pill
Stores Across U.S. Sold Out of This New 'Miracle' Weight Loss Pill.
<http://thirdpartyoffers.juno.com/TGL3131/51aeb6acd92f436ac29adst01duc>

June 2, 2013
Gladstone City Council

Please change the current Gladstone Municipal Code 6.04 (dogs) to make leashes required instead of the current wording which says "on a leash or under control". The current code is unenforceable because everyone thinks their dog is the friendliest and most obedient, when in fact they are not under control. It creates a dangerous situation to walkers like me who always have my dogs on a leash.

Thank you for considering this change.

Jan Stark
jstark6315@gmail.com

A handwritten signature in cursive script that reads "Jan Stark". The signature is written in black ink and is positioned below the typed name and email address.

Peter Boyce

From: Jim [mrnewdaddy@gmail.com]
Sent: Monday, May 13, 2013 10:25 PM
To: City Council; Peter Boyce; info@savegladstone.org
Subject: Unable to attend May 14 City Council Meeting

City Council,

Regrettably I will be unable to attend the City Council meeting tomorrow.

However, had I been able, I would have wanted discussion to take place about the following topics:

- 1) Reorganization of Public Works
- 2) Enterprise funds and respectful transfers to and from different funds as a part of the monthly bill statement. Borrowing from one fund to pay another and the return of the borrowed funds back to the funding sources.
- 3) Joining Clackamas Parks and Recreation District for year long maintenance with regulatory oversight management, differently than the current practice.
- 4) When to engage the Planning Commission and the two way expectations of the Planning Commission - that being from the direction of the City engaging and the way the Commission (when and how) they want to be engaged.
- 5) Limitations of City distributed information, greater awareness of citizen expectations of transparency and expected efficient work flows, public policy, and fast decision making to increase the speed of service rather than the "fire fighter" method that is currently being utilized- that being a very slow method.
- 6) Greater ultimate responsibility of the City Administration. Leaders are charged with leading and giving direction and motivation to achieve program goals, this action or lack of should be an accountability issue within the administration. Council should be more advisory and at the same time trusting staff to be professional. It's important that the Council keeps their "eye on the ball" and focus on their vision of Gladstone and align and cooperate with the vision of Gladstone citizens.
- 7) City design standards. Currently franchises are allowed to work in the roadway as well as the private sector, for example for sewer lateral replacement. Currently there is no uniformity for all to follow as it relates to construction standards, with my greatest concerns being trench compaction and asphalt restoration. Either one or both puts the City in the seat to repair or replace, or wait for potholes to occur. These are very basic Public Works issues and if you drive around you will see various practices and various materials being used, or not at all, like erosion control, sand sealing utility asphalt cuts, and sidewalk replacement standards.
- 8) Greater public information and progress reports of City Departments on the City website. This will speed up services by holding department managers more accountable for effectiveness. For instance, how many service calls per month is each department receiving? This will also free up Library, Police, Fire, Planning Commission, and Public Works staff from routinely attending City Council meetings and allows for the Council meetings to be shorter.
- 9) Avoiding micro management of City Administration staff from City Council. Let them steer and lead while holding the Administration accountable.
- 10) Elimination of the Leaf Pick Up Program and replacing it with sanitary and storm sewer pipeline cleaning.
- 11) Confidence of City Council Leadership. Council should want to know how they are doing and should consider a public portal for two way improvement discussion and awareness. This would be available for thank you's, good job, as well as criticism leading to positive change for the City. This will also speed up the City's service delivery methods and effectiveness by allowing public participation to occur in electronic means, like email, differently than public testimony at a public meeting- where Council might be blindsided and could have intervened to reduce or counter an occurrence that is against the vision and goals of the City.

Perhaps these items are a result of micro management errors, bad decision making, or the old ways of "this is the way we have always done it" mentality- where doing it wrong has been a part of the culture and taught by City leadership or the act of "looking the other way " when best fitted, rather than doing the right thing even if no one is around.

These views and opinions are my own as a City of Gladstone resident.

James Miller

Peter Boyce

From: Jim [mrnewdaddy@gmail.com]
Sent: Thursday, May 16, 2013 1:09 PM
To: City Council; Peter Boyce; info@savegladstone.org
Subject: Public Works Auction and City Streets

City Council,

Please ask Public Works to auction off unused vehicles and equipment such as the grader and the 580E backhoe to create funds to purchase a crack sealer to seal asphalt cracks in the City's roads. Because there is no roadway standard for crack sealing and utility cut restoration, this has caused a number of private sector, public sector, and franchises to solve the roadway standards the way they want to. Perhaps there is a current City practice that is in compliance with APWA standards but there is a backlog of existing cracks and utility cut failures. The idea is to prevent rainwater from causing more damage to the City's roadways especially freeze and thaw movement of the existing cracks, this causes more damage.

James Miller
355 E Kenmore St
Gladstone Or
503-807-3293

Peter Boyce

From: Jim [mrnewdaddy@gmail.com]
Sent: Friday, May 24, 2013 4:23 PM
To: City Council; Peter Boyce
Cc: Jane Heisler; CouncilDistribution@ci.oswego.or.us; info@savegladstone.org
Subject: Possible lost local revenue from the Lake Oswego river intake staging area during this holiday weekend

Gladstone City Council,

With the restricted use of Gladstone right of way and normal use imposed by Lake Oswego's staging area will likely disturb Gladstone, Clackamas, Oregon City and Oak Grove businesses (an example) that depend on this holiday including: sales, historical spending trends, and general recreational spending. This would be a loss to our local economy. This is a typical planning function and it is also well known with firms that perform construction management. The last thing any project wants to do is cause more disturbance than necessary, except for this one as it seems.

James Miller



REGULAR AGENDA

RESOLUTION NO. 1024

A RESOLUTION ADOPTING THE BUDGET AND SETTING THE TAX RATE FOR
FISCAL YEAR 2013-2014

BE IT RESOLVED the Common Council of the City of Gladstone hereby adopts the budget for fiscal year 2013-14 in the sum of \$14,988,486 and unappropriated fund balances of \$1,349,897 totaling \$16,338,383 now on file at the City Recorder's Office, 525 Portland Avenue, Gladstone.

BE IT RESOLVED the amounts for the fiscal year beginning July 1, 2013 and for the purposes shown below are hereby appropriated:

MAKING APPROPRIATIONS

GENERAL FUND

Personal Services	\$3,875,925
Materials & Services	1,556,140
Capital Outlay	1,250,030
Contingency	<u>300,000</u>
Total General Fund Expenditure Appropriations	\$6,982,095
Unappropriated Fund Balance	<u>1,054,240</u>
Total General Fund	\$8,036,335

STORM AND SANITARY SEWER FUND

Personal Services	\$243,166
Materials & Services	1,563,518
Capital Outlay	842,547
Interfund Transfer to General Fund	<u>24,711</u>
Total Sewer Fund Appropriations	\$2,673,942

WATER FUND

Personal Services	\$299,201
Materials & Services	659,400
Capital Outlay	573,006
Debt Service	193,941
Interfund Transfer to General Fund	13,685
Interfund Transfer to Storm/Sewer Fund	30,000
Interfund Transfer to St Revenue Sharing Fund	<u>99,396</u>
Total Water Fund Appropriations	\$1,868,629

STREET FUND

Personal Services	\$176,003
Materials & Services	232,575
Capital Outlay	592,559
Interfund Transfer to General Fund	<u>57,021</u>
Total Road & Street Fund Appropriations	\$1,058,158

STATE REVENUE SHARING FUND

Capital Outlay	\$754,924
Interfund Transfer to Fire/Emergency Services Levy	<u>150,000</u>
Total State Revenue Sharing Fund Appropriations	\$904,924

POLICE LEVY FUND

Personal Services	\$427,295
Materials & Services	119,930
Capital Outlay	130,000
Interfund Transfer to General Fund	<u>12,919</u>
Total Police/Communications Levy Fund Appropriations	\$690,144

Unappropriated Fund Balance	<u>176,215</u>
Total All Police/Communications Levy Fund	\$866,359

FIRE/EMERGENCY SERVICES LEVY FUND

Personal Services	\$131,164
Materials & Services	20,000
Capital Outlay	654,000
Interfund Transfer to General Fund	<u>5,430</u>
Total Fire/Emergency Services Levy Fund Appropriations	\$810,594
Unappropriated Fund Balance	<u>119,442</u>
Total All Fire/Emergency Services Levy Fund	\$930,036

TOTAL APPROPRIATIONS

ALL FUNDS	\$14,988,486
Total Unappropriated and Reserve Amounts	<u>\$1,349,897</u>
Total Adopted Budget	\$16,338,383

IMPOSING THE TAX

BE IT RESOLVED, that the following ad valorem taxes are hereby imposed upon the assessed value of all taxable property within the district for tax year 2013-2014:

- 1) At the rate of \$4.8174 per \$1,000 of assessed value for permanent rate tax;
- 2) At the rate of \$0.99 of assessed value for local option tax

CATAGORIZING THE TAX

BE IT RESOLVED, that the taxes imposed are hereby categorized for purposes of Article XI section 11bas:

SUBJECT TO GENERAL GOVERNMENT LIMITATION	EXCLUDED FROM LIMITATION
General Fund	\$4.8174/\$1000
Police/Communications Levy Fund	\$0
Fire/Emergency Medical Levy Fund	\$0.68/\$1000
	\$0
	\$0.31/\$1000
	\$00

This resolution is effective July 1, 2013, the above resolution approved and the FY 2013-14 budget declared adopted on this 11th day of June, 2013.

Attest:

Mayor

Assistant City Administrator

12-2

URBAN RENEWAL

GLADSTONE URBAN RENEWAL AGENCY MINUTES – August 14, 2012

ATTENDANCE – AGENCY

Roll Call: Mayor Byers stated the roll call stands from the City Council Meeting, which included: Mayor Wade Byers and Councilors Hal Busch, Walt Fitch, Ray Jaren, Thomas Mersereau, and Lendon Nelson. **ABSENT:** Kari Martinez

ATTENDANCE – STAFF

Rhonda Bremmeyer, Senior Center Director; Stan Monte, Acting Fire Chief; Heather Martin, City Attorney; Jolene Morishita, Assistant City Administrator; Jim Pryde, Police Chief; Joanna Rood, Interim Library Director; and Scott Tabor, Director of Public Works.

CONSENT AGENDA

1. Approval of July 10, 2012 Minutes.

Councilor Nelson motioned and Councilor Fitch seconded a motion to accept the July 10, 2012 minutes. Motion passed unanimously.

REGULAR AGENDA

2. Resolution UR-47 – A Resolution Whereby the Gladstone Urban Renewal Agency Agrees to Abide by Citizen-initiated Gladstone Charter Amendments Designated as Measure 3-394 and Measure 3-395

Council Discussion: none.

Councilor Nelson motioned and Councilor Busch seconded a motion to accept Resolution UR-47 – Adopting A Resolution Whereby the Gladstone Urban Renewal Agency Agrees to Abide by Citizen-initiated Gladstone Charter Amendments Designated as Measure 3-394 and Measure 3-395. Motion passed unanimously.

Adjourn

Approved by the Mayor this _____ day of _____, 2013.

Attest:

Mayor

Assistant City Administrator

UR-1

GLADSTONE URBAN RENEWAL AGENCY MINUTES – February 12, 2013

ATTENDANCE – AGENCY

Roll Call: Mayor Byers stated the roll call stands from the City Council Meeting, which included: Mayor Wade Byers and Councilors Hal Busch, Thomas Mersereau, Lendon Nelson, and Neil Reisner.

ATTENDANCE -- STAFF

Pete Boyce, City Administrator; Rhonda Bremmeyer, Senior Center Director; David Doughman, City Attorney; Mike Funk, Fire Marshall; Stan Monte, Fire Chief; Jolene Morishita, Assistant City Administrator; Jim Pryde, Police Chief; and Scott Tabor, Director of Public Works.

CONSENT AGENDA -- None

REGULAR AGENDA

1. Exit Audit Fiscal Year 2012-13 Merina and Company. Lyn Pope, Manager, Marina and Company presented the results of their June 30, 2012 Audit. A summary of previous communications and a letter of full communication have been submitted. The audit has been completed for the Urban Renewal District Agency in December and the reports were issued in January 2013. Their opinion is limited to the basic financial statements and supplementary information. There were no restrictions on their audit scope, there were no disagreements with management or significant difficulties occurred during the course of their audit. There were no new significant policies adopted or no changes from previous policies adopted.

Management judgments and accounting estimates were found to be appropriate under all circumstances. There were no transactions entered into by the Agency during the year that lacked authoritative guidance. There were no uncorrected misstatements with the Agency.

Management may decide to consult with other accountants about accounting and auditing matters during the year. This year the City hired a consultant to draft the financial statements and approve the journal entries. This removed the previous material weakness that they have had on the Urban Renewal Agency.

They also reviewed the operational affairs of the Agency and determined they have been carried out in accordance with the Oregon Minimum of Standards. There was nothing to indicate that the Agency was not in substantial compliance with Oregon Minimum Standards.

Councilor Nelson moved and Councilor Busch seconded a motion to accept the audit report. Motion carried unanimously.

Adjourn

Approved by the Mayor this _____ day of _____, 2013.

Attest:

Mayor

Assistant City Administrator

UR-2

RESOLUTION UR-48

A RESOLUTION ADOPTING THE BUDGET FOR FISCAL YEAR 2013-2014

BE IT RESOLVED that the Urban Renewal Agency of the Gladstone Urban Renewal District hereby adopts the budget for fiscal year 2013-14 in the sum of \$3,568,893 now on file at the City Recorder's Office, 525 Portland Avenue, Gladstone.

RESOLUTION MAKING APPROPRIATIONS

BE IT RESOLVED that the amounts for the fiscal year beginning July1, 2013, and for the purposes shown below are hereby appropriated:

URBAN RENEWAL DISTRICT:

Materials & Services	76,300
Capital Outlay	<u>3,492,593</u>
Total Urban Renewal District Fund	\$3,568,893

TOTAL APPROPRIATIONS ALL FUNDS: \$3,568,893

RESOLUTION DECLARING TAX INCREMENT

Option One - Declaration of Tax Increment

BE IT RESOLVED that the Urban Renewal Agency of the Gladstone Urban Renewal District hereby resolves to certify to the county assessor for the Gladstone Urban Renewal District Plan Area a request for the maximum amount of revenue that may be raised by dividing the taxes under section 1c, Article XI, of the Oregon Constitution and \$0.00 as the amount to be raised through the imposition of a special levy.

Resolution UR-48 is effective on July 1, 2013

THE ABOVE RESOLUTION STATEMENTS WERE APPROVED AND DECLARED ADOPTED ON THIS 11th DAY OF JUNE, 2013.

Attest:

Chairman, Gladstone Urban Renewal Agency

Assistant City Administrator



REGULAR AGENDA

RESOLUTION 1025

**A RESOLUTION DECLARING THE CITY'S ELECTION TO
RECEIVE STATE REVENUES.**

The City of Gladstone does ordain as follows:

Section 1. Pursuant to ORS 221.770, the city hereby elects to receive state revenues for fiscal year 2013-2014.

Section 2. This resolution is effective the 11th day of June, 2013.

THIS RESOLUTION ADOPTED AND APPROVED THIS 11th DAY OF JUNE, 2013.

The City of Gladstone

Attest:

Mayor

Assistant City Administrator

I certify that a Public Hearing before the Budget Committee was held on Tuesday, May 21st, 2013 and a public hearing before the City Council was held on Tuesday, June 11th, 2013 giving citizens opportunity to comment on use of State Revenue Sharing.

Assistant City Administrator

RESOLUTION 1026

WHEREAS, ORS 221.760 provides as follows:

The officer responsible for disbursing funds to cities under ORS 323.455, 366.785 to 366.820 and 471.805 shall, in the case of a city located within a county having more than 100,000 inhabitants according to the most recent federal decennial census, disburse such funds only if the city provides four or more of the following services:

- (1) Police protection
- (2) Fire protection
- (3) Street construction, maintenance and lighting
- (4) Sanitary sewers
- (5) Storm sewers
- (6) Planning, zoning and subdivision control
- (7) One or more utility services

and

WHEREAS, city officials recognize the desirability of assisting the state officer responsible for determining the eligibility of cities to receive such funds in accordance with ORS 221.760,

NOW, THEREFORE, BE IT RESOLVED, that the City of Gladstone hereby certifies that it provides four or more municipal services enumerated in Section 1, ORS 221.760:

- (1) Police protection
- (2) Fire protection
- (3) Street construction, maintenance and lighting
- (4) Sanitary sewers
- (5) Storm sewers
- (6) Planning, zoning and subdivision control
- (7) Water service

APPROVED BY THE GLADSTONE CITY COUNCIL ON THE 11th DAY OF JUNE, 2013.

Attest:

Mayor

Assistant City Administrator

City of GLADSTONE

Date: June 6, 2013

To: Mayor Byers and City Council

From: Pete Boyce, City Administrator



Re: Update Regarding Library Management Proposal Request from LSSI

Staff has been informed by Bob Windrow of LSSI that his company will not be submitting a bid to operate the Gladstone Library as requested. Mr. Windrow stated that the improvements both financially and operationally would be minimal if LSSI took over operations.

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

ORDINANCE 1441

AN ORDINANCE AMENDING CHAPTER 13.04 OF THE GLADSTONE MUNICIPAL CODE BY INCREASING WATER RATES AND REAFFIRMING ALL REMAINING PROVISIONS OF CHAPTER 13.04 OF THE GLADSTONE MUNICIPAL CODE.

The City of Gladstone does ordain as follows:

Section 1. Section 13.04.070 of the Gladstone Municipal Code is amended to read as follows:

“(1) Minimum charges per month for different meter sizes for the first six hundred cubic feet are as follows:

<u>Meter Size</u>	<u>Inside</u>	<u>Outside</u>
3/4"	14.61	19.44
1"	20.82	29.34
1 1/2"	32.48	43.25
2"	58.07	77.26
3"	72.34	95.77
4"	86.62	115.23
6"	96.26	128.01
8"	120.33	160.04

(2) All minimum charges are based on the average actual cost relating to the provision of water service to the customer. Actual cost shall have the meaning as defined in HB 2550, 1991 Legislative Session

(3) For all water in excess of the 600 cubic foot minimum, the rate is \$1.70 per 100 cubic feet for consumers receiving water inside the city.

(4) For all water in excess of the 600 cubic foot minimum, the rate is \$2.22 per 100 cubic feet for consumers receiving water outside the city.

(5) Minimum charge for tank truck loads and flushing shall be five dollars (\$5) for the first one thousand gallons or part thereof, and amounts over the first one thousand gallons will be charged at two dollars and fifty cents (\$2.50) per one thousand gallons plus twenty dollars (\$20) for metering, if necessary. Permits to obtain water from designated fire hydrants are fifty dollars (\$50).

Section 2. This ordinance will apply to the July-August water and sewer billing cycle which begins July 1, 2013.

Section 3. All remaining provisions of Chapter 13.04 of the Gladstone Municipal Code are reaffirmed in their entirety.

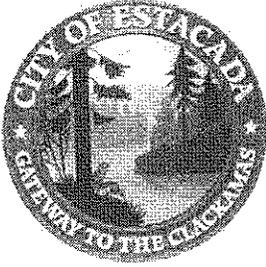
This ordinance adopted by the Common Council and approved by the Mayor this 11th day of June, 2013.

Attest

Mayor

Assistant City Administrator

**INFORMATION
ONLY**



CITY OF ESTACADA

"Close to everything, but away from it all"

CLACKAMAS CITIES ASSOCIATION DINNER

The City of Estacada invites you to the next Clackamas Cities Association Dinner on Thursday, June 27, 2013, to be held at the Cazadero Inn, 352 SE Hwy 224, Estacada, Oregon.

NO HOST BAR: 6:30pm

DINNER: 7:00pm

DINNER SELECTIONS:

- Stuffed Halibut, served with baked potato and vegetables
- Prime Rib served with baked potato and vegetables
- Chicken Parmigiana Pasta – pasta topped with grilled chicken, parmesan & marinara sauce
- Seafood Fettuccini with salmon, halibut, shrimp, & scallops in a creamy alfredo sauce
- Vegetable Primavera Pasta

All meals served with dinner salad, roll, dessert & coffee, tea or soda

\$30 per person (gratuity included)

PRESENTATION:

Terri Lloyd, Estacada School District, Special Services & Curriculum – Terri will be speaking to us about the School Based Health Center that was recently opened on the EHS campus. The Wade Creek Clinic was made possible through grant funding and a partnership with Legacy Health. She will share the process of accomplishing this project and how they expect it to provide comprehensive physical, mental, dental, and preventative health services in a school setting to our students to keep them healthy and ready to learn.

**Please RSVP with dinner selection by June 21st to Melanie Wagner at
503.630.8270, ext. 203 or wagner@cityofestacada.org**

