

**GLADSTONE CITY COUNCIL
REGULAR MEETING
CITY HALL COUNCIL CHAMBERS
July 9, 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 June 11, 2013 Minutes
2. Approval of AFSCME Collective Bargaining Agreement
3. Authorize Promotion of Irene Green to Library Director
4. Payment of June Claims

CORRESPONDENCE

5. E-mail from Rose Johnson – Lake Oswego/Tigard Temporary Construction Site

REGULAR AGENDA

6. Carlotta Collette – METRO Councilor – No Attachments
7. Request to Purchase Fire Engine
8. City Hall/Police Station/Library
9. Discussion – Citizen Request to Amend GMC 6.08.050 Keeping Wild or Dangerous Animals to allow a Siberian Lynx to the List of Allowed Animals
10. Police Department Reorganization
11. Part-Time Library Assistant Position
12. Library Building Repairs
13. Urban Growth Management Area (UGMA) – Information Provided at Meeting
14. City Council Guidebook

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. – No Attachments

ADJOURN



CONSENT AGENDA

GLADSTONE CITY COUNCIL MINUTES OF REGULAR MEETING – June 11, 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; Heather Martin, City Attorney; Jolene Morishita, Assistant City Administrator; Rhonda Bremmeyer, Senior Center Director; Irene Green, Interim Library Director; Stan Monte, Fire Chief; Jim Pryde, Police Chief; and Scott Tabor, Public Works Director.

Mayor Byers led the flag salute.

BUSINESS FROM THE AUDIENCE

Bill Conboy, 545 E. Berkeley Street explained there is a motor home parked in front of his home which is owned by Tony Aldridge. Mrs. Aldridge is currently undergoing treatment for Leukemia and they can no longer stay at the mobile home park. He presented a letter to the Council explaining the situation and asked for approval for them to remain parked there until their situation changes. City Administrator Boyce stated there is a code that indicates how long someone can live in a temporary dwelling. He will review the code tomorrow to see if this situation meets the criteria and if so a two-week temporary permit can be allowed. City Council can approve a two month permit with the ability to extend it another 30 days.

A. E. (Tony) Aldridge, 545 E. Berkeley Street stated his wife is undergoing specific treatment now and if it is effective they will be leaving town on July 3rd. If not effective his wife will need to go into long-term care. He noted that an officer came by and was told of the situation. He saw no safety hazards with the mobile home. Officer Graves reported Officer Boyle went out and checked on the RV after a complaint from a neighbor. He found everything to be sufficient. It was parked on the wrong side of the street; however that was done to allow access by the door to the yard. Officer Boyle referred the owners to come and address Council tonight. City Administrator Boyce will review the code and address the issue with Mr. Aldridge tomorrow.

CONSENT AGENDA

Item(s) Removed from the agenda:

5. Approval of Resolution 1023 – Sewer Fees – 8% Increase

Councilor Martinez moved and Councilor Busch seconded a motion to approve the Consent Agenda consisting of:

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

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4. Intergovernmental Agreement (IGA) with Clackamas County – Community Development Block Grant (CDBG)
6. Approval of OLCC Application for Temporary Use of Annual License, Vogies Bar, 464 Portland Ave
7. Payment of May Claims

Motion carried unanimously.

5. Approval of Resolution 1023 – Sewer Fees – 8% Increase -- This issue will be discussed with Item 18, Amending Chapter 13.04 of the Gladstone Municipal Coe (GMC) by increasing Water Rates

CORRESPONDENCE

Mayor Byers acknowledged receipt of:

8. Email from Pete Steinkamp – Backyard Burning
9. Letter from Jan Stark – Gladstone Municipal Coe 6.04 – Dogs on Leash
10. E-mail from Jim Miller – Various Items regarding budget and City practices

REGULAR AGENDA

11. Public Hearing FY 2013-14 Budget and Tax Rate. City Administrator Boyce reported the changes as suggested by the Budget Committee were made. Staff is looking forward to public input at this time.

Mayor Byers opened the public hearing on the FY 2013-14 Budget and Tax Rate at 7:10 p.m. City Attorney Martin explained the hearing format. She asked that testimony be kept to budget issues only.

Public Testimony -- None.

Hearing no public testimony, Mayor Byers closed the public hearing.

12. Approval of Resolution 1024 – Adopting the Budget and Setting Tax Rate for FY 213-14. Mayor Byers asked for a vote on Resolution 1024.

Councilor Busch moved and Councilor Martinez seconded a motion to approve Resolution No. 1024, A Resolution Adopting the Budget and Setting the Tax Rate for Fiscal Year 2013-2014 as presented.

Discussion

Councilor Reisner asked that footnotes be added to the Resolution to indicate:

- The additional Lieutenant position for the Police Department
- Page 4, Line Item 9 and 10: 124, 1425 and 1430 indicating the reason for the line item with a 0.FTE for \$9,200 is due to a retirement on July 1st in the Police Department
- The line item for .25/\$5,000 is for a retiring officer on September 1st.

City Administrator Boyce stated these items can be easily added.

Councilor Mersereau voted to approve the budget as it was presented at the Budget Committee meeting and will vote to approve the budget tonight. He would like to see the Budget Committee review Council Goals for the coming year, have the City Administrator review the draft improvement for corrections and suggestions, then present the draft to the Budget Committee for review and approval.

Councilor Reisner stated he voted against the budget at the Budget Committee because many of the columns did not added up (and they do now). In the future he would like to have all background information provided before the night the budget vote is taken (as with the lieutenant position) and address the ability to have the Police Department respond to McLoughlin Blvd. He will be voting in approval of the budget.

Hearing no further discussion Mayor Byers closed the public hearing.

Vote on Resolution No. 1024

Motion Carried Unanimously.

Mayor Byers recessed the Council meeting into an Urban Renewal Agency Meeting at 7:20 p.m. and reconvened at 7:25 p.m.

13. Approval of Resolution 1025 – Elect to Receive State Revenue Sharing Funds. Mayor Byers asked for a vote on Resolution 1025.

Councilor Martinez moved and Councilor Nelson seconded a motion to approve Resolution No. 1025, A Declaring the City's Election to Receive State Revenues as presented.

Discussion

Hearing no discussion on Resolution 1025 Mayor Byers closed the public hearing.

Vote on Resolution No. 1025

Motion Carried Unanimously.

14. Approval of Resolution 1026. Mayor Byers asked for a vote on Resolution 1026.

Councilor Martinez moved and Councilor Nelson seconded a motion to approve Resolution No. 1026, A Resolution Certifying that it provides four or more municipal services enumerated in Section 1, ORS 221.760 as presented.

Discussion

Hearing no discussion Mayor Byers closed the public hearing.

Vote on Resolution No. 1026

Motion Carried Unanimously.

15. Update Regarding Summer Festival. City Administrator Boyce reported that at the last Council meeting it was explained that the Chautauqua Committee informed the City that the 2013

Chautauqua Festival was cancelled. Since that time the City has been approached by the Gladstone/Oak Grove Rotary Club to put on the Gladstone Cultural Festival. He is a member of this club and will be the president of the club beginning July 1st. He has let the Rotary Club know that he cannot participate in any of the planning of the Festival as he will be representing the City by negotiating contracts on behalf of Gladstone. If Council feels this is a conflict of interest, Assistant City Administrator Jolene Morishita can take over the responsibility of the draft agreement.

Marti Peterson, Event Director for Gladstone Cultural Festival reported this is an event sponsored by the Gladstone/Oak Grover Rotary. All the checks are written to the foundation. They are basically putting through the same events as the Chautauqua Festival (parade, movie in the park, food and non-food vendors, cruise-in on Portland Avenue, bike event, a historic wall talking about the Rivers, etc.) They are also embellishing and enhancing the event; that's why they called it the Cultural Festival. The beer garden has been dropped because of liability issues. They would like to give the business to the sports bars and taverns in the area. This beer garden will be away from the family games area and the children.

They will be building pavilions that will house educational, cultural, business, a legacy wall where she is interviewing families in the community that have contributed to the growth and development of Gladstone. The Grand Marshall will be Grand Ronde. There are many corporations that are interested in coming and sponsoring the event.

Event managers are being interviewed and she asked anyone who has event planning experience to apply. Vendors and those participating will be completely trained for the event. The event and after-flow will be well managed to be used as a template for years to come.

The event will last three days;

- Thursday noon to 8:00 p.m.--movie in the park
- Saturday--Senior Breakfast hosted by the Quanis Club, Shock the Run (Sherie Hildreth), parade, foot races
- Sunday a complete culture day honoring Grand Ronde with many entertainment acts. The Cruise-In, and a Chili Cook-off. Derrick Field may be used for entertainment which will bring traffic to McLoughlin as well. There will be full security with the City, schools and Tri-Met

Questions from the Council

- Question: What were the plans for Meldrum Bar? Answer: Ms. Peterson stated they were going to use the diamonds and move the additional vendors there. The legacy wall was going to be extended there as well.
- Question: Are there going to be rides for children? Answer: Ms. Peterson said no. The planning is already seven weeks out and they want to make sure there is protection.
- Will Meldrum Bar be a part of the Festival? Answer: Ms. Peterson said no there will be a baseball tournament that weekend.

16. Update Regarding Library Management Proposal Request from LSSI. City Administrator Boyce reported he has been contacted by Bob Windrow, LSSI and working with him to obtain

a proposal to operate the Gladstone Library as requested by Council. Last week the City was informed that LSSI would not be submitting a proposal because the impact the company could make would be minimal both financially and operationally.

17. Urban Growth Management Area. City Administrator Boyce reported at the last Council meeting he was asked to review the area south of 212 on the east side of I-205 and west of I-205. There is additional research that needs to be done in terms of assessed values, and population numbers. More time is needed to give a meaningful assessment. If some of this property is annexed in the future, it will be the City's choice whether or not to leave the existing service providers in place.

Mayor Byers explained the attraction to this area is that it has a high assessed valuation. Gladstone is very well equipped to provide the municipal services that are needed in those areas.

Public Comments

James Miller 355 East Kenmore Street is in support of annexing the subject area. The revenue generated by annexing the properties could be used to improve current services within Gladstone. He hopes there will be an assessment of the areas that would prompt the City to take some areas, but not all. Some of the areas have aging infrastructure.

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. Mayor Byers asked Assistant City Administrator Morishita to read the Ordinance No. 1441 by title only. The Ordinance was read.

City Administrator Boyce reported this is a request for an 8% increase in water rates. Gladstone has some of the lowest rates within the Metro area. The City is drafting a Water Master Plan which will include a rate study. Next year the City will be able to make educated decisions on rates and projects moving forward.

Questions from the Council

- What is taking so much time to prepare the Water Master Plan? Answer: City Administrator Boyce stated the deadline is the end of this year. Plan mapping is more labor intensive than originally thought.
- Has the rate been increased over the last 4-5 years? Answer: City Administrator Boyce noted the rates have been increased 5-7% over the last few years.
- How was the 8% figure determined? Answer: City Administrator Boyce stated the City water fund is at a point where they can repay some of the old enter-fund loans that were administered several years back to redo the reservoir. A determination will be made to see if the water fund is healthy enough to make the payments to the sewer fund and the state revenue sharing fund.
- Is the rate increase due to pass-through costs from Oak Lodge and others? Answer: City Administrator Boyce stated that pass-through costs are included; however the reason for the higher rate is to shore up the cash reserves in the fund.

- How much the water funds owes to State Revenue Sharing? Answer: City Administrator Boyce reported the water fund owes \$120,000 to the Sewer Fund and \$397,588 to the Revenue Sharing Fund.
- How much interest is being paid on the loan? Answer: City Administrator noted that a while back the Council decided to only pay on the principal of the loan and the interest that was earned up to that point. Payment on that loan has not been made in the last ten years. There will be Council action in a future meeting to reaffirm the loan. Council could also take action to forgive the loan.

Public Testimony

Jim Miller, 355 E. Kenmore Street stated he is for the 8% increase as long as the City can keep the increases and all future enterprise funds in the Water Department. City Administrator Boyce explained the City looks to where the employees have been used historically in the last three years and then assign those employees in the budget document to those funds.

Jeff Glazer, 130 E. Gloucester thinks the 8% is a little large. It is well above the cost of living increases that have been going on in this area. He doesn't understand why there have been increases several times recently. Five of the six bills he pays are well below the minimum. In the summer he gets hit hard. Water conservation is an issue that needs to be addressed. He would like the increase to be temporary until the Master Plan is completed so an educated decision can be made on what increases are necessary and what direction the money should go. He understands the need for repair and prevention. His same comments apply to the sewer fund.

Rose Johnson, 540 Abernathy there are reasons included in the packet that tell why the 8% increase is being made. She asked the City to prepare a memo that would explain the reasons in more detail for those who don't understand.

Carol Winegarden, 280 Harvard Avenue was unaware until this meeting that the loan is actually to the City; the debt is being paid to the State Revenue Sharing Fund and the Sewer Fund. Ms. Winegarden noted that the debt would not be paid back with the propose increase; why pay it back now. Response: City Administrator Boyce explained when he came to the City five years ago the cash reserves in the water fund and the storm water sewer fund were extremely low. Over time the City has been attempting to build those reserves to save money and have it available for maintenance on the system or an emergency situation.

Jeff Glazer, 130 E. Gloucester asked if there could be a lump-sum payment or a partial payment. Answer: City Administrator Boyce stated the original agreement was for repayment over a 5 year term; this is the first year funds have been available to make a payment.

Jeff Glazer, 130 E. Gloucester asked if the City gets a payment for having the streets torn up because of the improvements that are being made by Lake Oswego. Public Works Director Scott Tabor stated the City has negotiated with Lake Oswego/Tigard for their route through the City. They have been asked to rebuild the roads, put in curbs, and storm systems where applicable. When the opportunity is there, the City can improve their water system while

Oswego/Tigard is there, a savings for the City. A six-inch water main will be installed to the boat ramp for fire protection.

James Miller, 355 E. Kenmore Street asked that Council forgive the loan as a learning curve because having that burden in the budget wastes Council time and employee time.

City Attorney Martin asked that a change be made to the date in Section 2 to reflect August 1st, 2013.

Councilor Martinez moved and Councilor Nelson seconded a motion to approve Ordinance No. 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.

Roll: **Busch:** Aye; **Jaren:** Aye; **Martinez:** Aye; **Mersereau:** Aye; **Nelson:** Aye; **Reisner:** Abstain; **Byers:** Aye
The motion carried 7-0.

Mayor Byers asked that the Assistant City Administrator Morishita to read the Ordinance by title only for the second time. The Ordinance was read.

Councilor Martinez moved and Councilor Nelson seconded a motion to approve Ordinance No. 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.

Roll: **Busch:** Aye; **Jaren:** Aye; **Martinez:** Aye; **Mersereau:** Aye; **Nelson:** Aye; **Reisner:** Abstain; **Byers:** Aye
The motion carried 7-0.

5. Approval of Resolution 1023, A Resolution Revising the Master Fee Schedule, Resolution 1015, Reflecting Changes In Sewer Fees.

Councilor Martinez moved and Councilor Reisner seconded a motion to approve Resolution No. 1023, A Resolution Revising the Master Fee Schedule, Reflecting Changes in Sewer Fees as presented with City Attorney and staff changes.

Discussion -- None.

Public Input -- None.

The motion carried 7-0.

BUSINESS FROM THE COUNCIL

- Councilor Mersereau reported he is now trained by the FBI Academy.

- Councilor Martinez thanked the Rotary for stepping up and doing the Cultural Festival. Mayor Byers also expressed appreciation to the Rotary club.
- Councilor Nelson announced the Tri-City Baptist Temple has a law enforcement Sunday and an award was presented to the Gladstone Police Department for a job well done.
- Councilor Nelson announced an award from the Florida State University to Chief James Pride, Co-chairman of the Police Chief Association Training Committee.
- Councilor Nelson was presented with a plaque in support of his participation with the Stair Climbing Team.
- Councilor Reisner asked for an update on the Siberian Lynxes brought up several months ago and whether Phil Smith had his meeting with PGE regarding his trees. City Administrator Boyle stated Mr. Clark is considering requesting a code change from Council. There is nothing in the Code that would allow him to keep the animal. PGE does not have an application for construction on that vacant lot at this time. When they do, they will consider it. Possibly the lines can be put higher and underground so the developer of the lot will not have problems. The City could request they go around the trees but that would require a different route for them to access their lines to the lot.
- Councilor Reisner asked if there had been a date set to get together with the Planning Commission and School Board. City Administrator stated he found a facilitator to do the retreat (Mary Bosch). Possibly the retreat can be held end of July or in August. It was suggested to have an annual meeting with the School Board to alleviate setting dates. They have suggested October.
- Mayor Byers reported he attended the graduation ceremonies at the High School last Friday. It was a very nice event.

Adjourn

Mayor Byers adjourned the June 11, 2013 Council meeting at 8:35 p.m. into 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,

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: July 3, 2013

To: Mayor and City Council

From: Pete Boyce, City Administrator

Re: AFSCME

I have reached a tentative agreement with the American Federation of State, County and Municipal Employees, Local 350-03 (AFSCME) regarding their contract. Attached find a redline copy of the agreement. New language is underlined, deletions are shown as strikethroughs. The pay scale has not yet been attached but will be provided at or before the meeting. The agreement calls for a \$0.14/hour cost of living adjustment (COLA) in year one, \$0.15/hour COLA in year two and a \$0.16/hour COLA in year three. These amounts are comparable to the 0.5% COLA agreed to in the Gladstone Police Association contract and received by non-represented employees. I strongly recommend City Council ratify this collective bargaining agreement.

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

AGREEMENT

Between

CITY OF GLADSTONE

and

LOCAL 350-03

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
(AFSCME)
AFL-CIO**

Legislative Draft

**2013-2016
2011-2013**

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INDEX

<u>ARTICLE</u>	<u>NAME</u>	<u>PAGE</u>
	PREAMBLE.....	5
1	UNION RECOGNITION..... Bargaining Unit New Hires Position Changes Limitations	5
2	UNION MEMBERSHIP AND DUES CHECK-OFF Union Membership/Fair Share Dues Check-Off	5
3	GRIEVANCE PROCEDURE Grievance Steps Selection of Arbitrator Expenses of Arbitration Verbatim Record Time Limits Grievance Meetings	6
4	DISCIPLINE AND DISCHARGE.....	9
5	STEWARDS.....	10
6	HOURS OF WORK Regular Hours Work Schedules Rest Periods Clean-Up Time	10
7	HOLIDAYS	11
8	VACATIONS.....	12
9	SICK LEAVE	13
10	OTHER LEAVES	15

	Leaves of Absence	
	Jury Duty	
	Bereavement Leave	
	Funeral Participation	
	Military Leave with Pay	
	Military Leave without Pay	
	Conferences and Conventions	
	Union Leave	
11	SENIORITY	17
12	LAYOFF-RECALL	18
	Layoff	
	Recall	
	Recall List	
13	POSTING AND FILLING OF VACANCIES.....	18
14	BULLETIN BOARDS	19
15	HEALTH AND WELFARE	20
	Medical/Hospital/Dental/Vision	
	Life Insurance	
	Long Term Disability	
	Joint Insurance Committee	
	Retirement	
	Part-Time Employees	
	Section 125	
16	WAGES	22
	Wages	
	Step Increases	
	Career Recognition	
	Clothing	
17	WORKING OUT OF CLASSIFICATION & CALL BACK.....	23
18	MANAGEMENT RIGHTS	23
19	WORKERS COMPENSATION.....	25
20	PERSONNEL RECORDS	25
21	EXISTING PRACTICES	26
22	CONTRACTING/SUBCONTRACTING.....	26

23	WAIVER AND SCOPE OF BARGAINING.....	27
24	OVERTIME.....	27
25	SAVINGS CLAUSE.....	28
26	CITY SECURITY.....	28
27	PROBATIONARY PERIODS.....	29
28	EMPLOYEE CONDUCT.....	29
29	RESIGNATION.....	29
30	LABOR/MANAGEMENT COMMITTEE.....	30
31	TERM OF AGREEMENT.....	30
	APPENDIX 'A' (Salary Scale).....	31
	APPENDIX 'B' (Drug Policy).....	32

PREAMBLE

This Agreement is entered into by the City of Gladstone, hereinafter referred to as the City, and AFSCME Local 350-03, AFL-CIO, hereinafter referred to as the Union.

ARTICLE 1 - UNION RECOGNITION

Section 1. Bargaining Unit. The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all regular permanent full-time and part-time (defined as more than 20 hours per week) employees of the City of Gladstone in the classifications listed in Appendix-"A" of this Agreement, excluding confidential and supervisory employees as defined under ORS 243.650, and temporary or seasonal employees working for less than 1039 hours in any twelve (12) month period, from date of hire.

Section 2. New Hires. Whenever a new employee is hired into a position covered by the bargaining unit, the City will inform the Union of the name and address of the new employee, and will also advise the employee that AFSCME Local 350-03 represents workers of the City of Gladstone, and that they are covered by the Union's contract.

Section 3. Position Changes. If the City establishes any new positions, or reclassifies any existing position, it shall notify the Union of the new positions, including position description, and whether or not it is in the bargaining unit, within seven (7) days. If the Union disagrees with the City's decision regarding inclusion or exclusion of the position, the parties shall meet within fourteen (14) days to discuss the matter. If agreement is not reached, the Union shall have the option of submitting the issue to the Employment Relations Board.

Section 4. Limitations. Employees may only request that their position be reviewed once every other year. In addition, each request must be based on the requesting employee's good faith belief that his or her position has substantially changed.

ARTICLE 2 - UNION MEMBERSHIP AND DUES CHECKOFF

Section 1. Union Membership - Fair Share. Membership or non-membership in the Union shall be the individual choice of an employee. However, any employee who chooses not to join the Union and who has been employed in the bargaining unit for a period of thirty (30) days shall make monthly payments in lieu of dues to the Union.

Any employee, who, because of bona fide religious tenets or teachings of a church or religious body of which such employee is a member, refuses to make payments to the Union, shall make periodic payments in lieu of dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union.

Section 2. Dues Checkoff. The rights and responsibilities of employees in regard to dues checkoff as provided in ORS 292.055 shall apply to all employees covered by this agreement.

ARTICLE 3 - GRIEVANCE PROCEDURE

Section 1. The City shall promptly consider and adjust employee grievances. A grievance shall be defined as a disagreement concerning an alleged violation or misapplication of this Agreement affecting an employee and/or the Union. This procedure shall be the exclusive means of resolving disputes arising under this Agreement. Furthermore, the City desires to adjust the cause of grievances informally. Both supervisors and employees are expected to resolve problems as they arise.

Grievances shall be processed as provided under this Article. Any resolution reached at any step will be reduced to writing.

Informal Resolution: Employees and management will first try to resolve grievances informally before proceeding to a written grievance.

An employee, with or without a Union representative, shall orally present the grievance to the immediate supervisor within ten (10) working days of its occurrence. The supervisor shall give a brief written and dated reply, within five (5) working days of the date of presentation of the grievance, not including the date of presentation.

Section 2. Grievance Steps.

Step 1. If the grievance is not settled informally, it shall be prepared in detail, (such preparation must include the grievant's name, article and section of the contract violated, all facts forming the basis for the grievance and that employee's requested remedy to correct the wrong) shall be reduced to writing, shall be dated, shall be signed by the aggrieved employee and shall be presented to the department head within ten (10) working days after the supervisor's reply is given, not including the day that answer is given. The department

head shall reply in writing to the grievance within five (5) working days of the date of the presentation of the written grievance, not including the date of presentation.

Step 3-2 If the grievance is not settled in Step 1, the written grievance shall be presented along with all pertinent correspondence, records and information accumulated to date to the City Administrator within five (5) working days after the department head's response is given, not including the date the response is given. The City Administrator shall meet with the aggrieved employee or group of employees, the immediate supervisory personnel and the department head. The City Administrator shall reply to the grievance in writing within five (5) working days of the date of presentation of the written grievance.

Step 3 Mediation. If the grievance is still unsettled, the moving party will file for mediation, within ten (10) working days after the reply of the City Administrator or designee(s), is due, by written notice to the other to request mediation. The parties shall mutually agree to a mediator or use the ERB. The moving party will contact the ERB and request a mediator within 20 days of the City Administrator's response. Mediation will be scheduled with the mediator and must initiate within 60 days of the initial notice/request to the ERB, unless otherwise agreed. The parties will engage in at least two mediation sessions. This mediation step does not apply to employment termination cases, unless mutually agreed.

Step 4. If the grievance is still unsettled, either party may, within ten (10) working days after the second mediation session, by written notice to the other, request arbitration. Only grievances over the application, meaning, or interpretation of a specific provision of this Agreement may be submitted to arbitration.

Section 3. Selection of Arbitrator. The parties shall first attempt to select an arbitrator who is mutually acceptable. If, within ten (10) working days from the request for arbitration, the parties are unable to agree upon an arbitrator, the Employment Relations Board shall be requested to submit a list of seven (7) names. If the first list is unacceptable to either party, a second and final list shall be requested. Both the City and the Union shall have the right to strike two names from the list. The party requesting arbitration shall strike the first name, and the other party shall then strike one name. The process shall be repeated, and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties.

Section 4. Expenses of Arbitration. The arbitrator's fee and expenses shall be borne equally by the parties. Each party, however, shall be responsible for compensating its own representatives and any outside witnesses.

Section 5. Verbatim Record. Either party may audio record the arbitration proceeding. Parties agree to share recordings, including a copy to the arbiter. In the event a partial or complete transcript is needed, both parties will share in the costs, including a copy to the arbiter if applicable.

Section 6. The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. The parties do not waive any right of review provided by law. The arbitrator shall have the authority to consider only claims based upon a specific provision of this Agreement and shall have no authority to add to, modify, or detract from this Agreement.

Section 7. Time Limits. Any grievance not taken to the next step of the grievance procedure in accordance with the time limits contained in this article shall be considered settled on the basis of the last reply made and received in accordance with the provisions of this Section.

If the City fails to meet or answer any grievance within the time limits prescribed for such action by this Section, such grievance shall automatically advance to the next step.

Time limits specified in this procedure must be observed, unless either party requests a specific extension of time, which, if agreed to, must be stipulated in writing and shall become part of the grievance record. Likewise, any step in the grievance procedure may be eliminated by mutual agreement in writing and shall be signed by all parties involved.

If the grievance procedures are not initiated within the time limits established by this Article, the grievance shall be considered not to have existed.

Section 8. Grievance Meetings. All meetings or conferences held under this procedure shall be closed unless mutually agreed to otherwise. Participation in the confidential sessions will normally be limited to the individual employee, Union Steward, and City representatives involved.

2-9

ARTICLE 4 - DISCIPLINE AND DISCHARGE

Section 1. The City reserves the right to discipline any employee, provided that no employee shall be disciplined without just cause. Disciplinary action or measures shall include only the following: Oral reprimands reduced to writing, written reprimand; suspension without pay, with notice in writing; demotion or discharge. (note: oral reprimands are limited in the grievance process, in Article 3, to step 2, with final authority by the City Administrator. Employees may provide a written rebuttal to be attached to the oral reprimand.)

Counseling reduced to writing and other similar corrective measures are not considered discipline and will not be directly placed in an employee's personnel file, subject to Article 20.

Section 2. Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the City has a reason to reprimand an employee it shall not be done before other employees who are not involved in the circumstances surrounding the discipline, nor before members of the public. No employee shall be disciplined or discharged unless he or she has violated a city or department policy, work rule, or regulation which can reasonably be supported by substantial evidence.

Section 3. Whenever an employee is directed to appear by management for the purpose of discussing or administering discipline, he/she shall have the right to have a union representative present, without unreasonable delay.

Section 4. No employee shall be disciplined or discharged without due process. For the purpose of this agreement due process shall be defined as:

1. Notice of the department policy or work rule that has been breached including sufficient facts;
2. An opportunity to be heard;
3. An opportunity to respond in writing to the charges; prior to imposition of discipline.

Section 5. In the event of discipline, (ie: ~~oral~~ or written reprimand, suspension, demotion, or termination) a written statement shall be given to the employee at the time the disciplinary action is imposed. The written statement shall clearly state the level of discipline imposed, include the complaint against the employee and the facts upon which the employer relies in support of the complaint, the policy or rule violation, and explanation of the sanction.

Section 6. The Union shall have the right to take up the suspension and/or discharge as a grievance under Step 2 of the grievance procedure and the

matter shall be handled in accordance with this procedure through arbitration if deemed necessary by either party.

ARTICLE 5 - STEWARDS

Section 1. Employees selected by the Union to act as Union representatives shall be known as "stewards". The names of employees selected as stewards and the names of other Union representatives who may represent employees shall be certified in writing to the City by the Union. Stewards shall not exceed three (3) in number.

Section 2. Stewards shall have the right during working hours, without loss of pay to investigate and process grievances, attend meetings with management scheduled for the purpose of conducting any and all Union business and distribute literature and information so long as in doing so they do not interfere with the work performance of other bargaining unit employees. Stewards exercising the above right shall first coordinate their absence from their regular duty with the immediate supervisor. The immediate supervisor will not unreasonably refuse to grant such activity.

ARTICLE 6 - HOURS OF WORK

Section 1. Regular Hours. The regular hours of work each day shall be consecutive except for interruptions for a lunch period, unless the employee is assigned work other than consecutive hours. The lunch period shall be a minimum of thirty (30) minutes.

Section 2. Work Schedules. Except for emergency situations, the City will not change weekly work schedules without two (2) weeks advance notice to the employee.

Section 3. Rest Periods. All employees work schedules shall provide for a fifteen (15) minute rest period during each half shift. Rest periods shall be scheduled at the middle of each half shift whenever practical. Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on the next succeeding shift when it is anticipated the overtime will exceed a minimum of two (2) hours.

Section 4. Clean-Up Time. Employees shall be allowed a reasonable amount of clean-up time during duty hours, prior to meal breaks and completion of shift.

ARTICLE 7 - HOLIDAYS

Section 1. All employees of the City shall be entitled to the holidays listed below. Employees shall receive regular compensation. Part-time employees holiday compensation shall be prorated as provided for in Article 15, Section 5.

- a. New Year's Day
- b. Memorial Day
- c. Independence Day
- d. Labor Day
- e. Veteran's Day
- f. Thanksgiving Day
- g. Christmas Day
- h. Washington's Birthday (President's Day)
- i. Martin Luther King's Birthday (Third Monday in January)
- j. Two Employee's Floating Holidays
- k. Any day declared a paid holiday for city employees by the City Council.

Section 2. If any such holiday falls on a Sunday, the following Monday shall be given as a holiday. If any such holiday falls on a Saturday, the preceding Friday shall be given as a holiday.

Section 3. An employee who works on a recognized holiday as part of his regular work week shall be paid for the holiday and receive allowed equal time off or time and one-half (1-1/2) pay according to the provisions of his job classification for all hours worked, subject to callback provisions in Article 17.3

Section 4. Holidays which occur during vacation or sick leave shall not be charged against such leave.

Section 5. ~~Employees assigned to work on a holiday shall, in addition to their 8 hours of regular salary, be paid for all hours worked at the rate of time and one-half (1-1/2) their regular rate of pay.~~

Section 6. If the holiday falls on the shift employee's normal day off, that employee may observe a different day, normally the following work day that does not fall on the shift employee's day off.

ARTICLE 8 – VACATIONS

Vacations shall be granted to all regular employees in the bargaining unit in accordance with the following schedule:

More than 1 year, but less than 5	80 hours/year*
5 or more years, but less than 10	120 hours/year*
10 or more years, but less than 15	136 hours/year*
15 or more years, but less than 20	184 hours/year*
20 or more years	184 hours/year*
+8 hours for each additional year up to a maximum of 200 hours.	

* Vacation is accrued at the end of the payroll period on a prorated monthly amount based on the yearly values above.

Employees shall be eligible for their vacation after the completion of six (6) month's service. Employees must have vacation leave accrued at the time of taking the leave. The City retains the discretion to allow employees to use unearned vacation leave prior to accrual on a case by case basis.

Vacation leave can accrue from year to year with a maximum accrual limit of three hundred twenty (320) hours. Employees with two hundred forty (240) or more hours of accrued vacation will be provided notice of accrued vacation balances, as well as the maximum accrual limit, on a month-to-month basis. Upon such notice, the supervisor and the employee will make efforts to agree upon a plan to reduce accrued vacation to a manageable level. Vacation accrued beyond the three hundred twenty (320) hour limit and not so utilized will be paid to the employee. Upon written request and approval by the City Administrator, vacation leave may accumulate beyond three hundred twenty (320) hours. In no event shall an employee lose accrued vacation if he is unable to use vacation through no fault of his own.

Employees may request vacation leave with reasonable advance notice as provided by City Policy. Department heads shall schedule vacations for their respective employees with due consideration for the desires of the employees and the work requirements facing the department. Vacation schedules may be amended to allow the department to meet emergency situations.

Vacation leave may be used in ¼ hour increments. ~~preferably should not be used in blocks of less than one (1) day.~~

When two or more employees from the same department request the same vacation dates and all requests cannot be honored, vacation will be approved on the basis of first request with consideration given to seniority.

Vacation leave shall be prorated for any regular part time employees hired by the City according to the above schedule.

Vacation leave shall not accrue during any periods of layoff or unpaid leave of absence. An employee recalled within one (1) year of a layoff shall retain seniority for vacation accrual purposes.

~~Vacation 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: Vacation reimbursement shall occur only once during any fiscal year for each employee, regardless of how many days are used;~~

~~The City Administrator or designee shall receive thirty (30) days prior written notice from any employee requesting vacation reimbursement;~~

~~In combination with Section (A), An employee must maintain an account balance of eighty (80) hours after the sell back to the city.~~

ARTICLE 9 - SICK LEAVE

Section 1. Accrual. All full time employees shall earn sick leave with full pay at the rate of eight (8) hours for each calendar month of service. All part-time employees shall earn sick leave on a prorated basis as provided for in Article 15, Section 5. Sick leave shall accrue from the date of employment, but shall not be taken until after one (1) month. Sick leave shall not be accumulated in excess of 940 hours.

Section 2. Eligibility.

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 physician for non-occupation related disability.
- C. Illness in the immediate family requiring the employee to remain at home. Immediate family shall be defined as spouse, child or parent who is permanently residing in the employee's immediate household at the time the illness occurs.

D. (OFLA) and FMLA Leave. Leave for birth, adoption or placement of a foster child, or to care for the serious health condition of family members or the employee's, 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 time). Employees utilizing leave under this section to care for the serious health condition of family members or the employee shall exhaust all paid sick leave benefits before using other types of earned paid leave.

1. If the period of disability because of childbirth or related circumstances extends beyond the time allowed under OFLA or FMLA, then the employee may take a leave of absence not to exceed one (1) year without pay or benefits. When the above occurs, the employee must work out the condition of the leave of absence with the department head, who shall submit it to the City Administrator for approval.

Sick leave shall be deducted based on every hour absent from work or fraction thereof to the nearest fifteen (15) minutes. Abuse of sick leave privilege may be cause for discipline.

E. Employees Enrolled in the Equitable Retirement Plan

Unused sick leave benefits to employees who have not used their maximum accumulation of 940 hours shall be as follows:

1. When 720 sick leave hours have been accumulated, then any sick leave over 720 hours may be used as personal time off, at the rate of four hours off for each eight hours of accumulated sick leave, at no time to exceed 120 hours.
 2. An employee may not take sick leave benefit days off in blocks of more than five (5) days at one time.
 3. Sick leave benefit days shall not be used along with accumulated vacation time.
 4. Effective July 1, 2006 the maximum accumulation shall be 940 hours.
- F. If required by the City Administrator or designee, sick leave with pay in excess of three (3) working days shall be allowed only after presenting a written statement from a physician certifying that the employee's condition prevented him from reporting for work.
- G. The City Administrator or designee may require an employee to report to a physician selected by and for the City for the purpose of physical examination and/or confirmation of another physician's findings. The cost of this examination will be paid by the City. An employee may be required to provide a signed medical record release waiver if requested by the City Administrator.
- H. Employees shall report to their supervisor (leaving a voice mail or email is ok) the reason for absence prior to the time the employee is expected to report for work. Sick leave with pay shall not be allowed unless such report has been made.

Section 3. Leave Donation. An employee who has unused vacation leave may donate vacation leave to another employee for that employee's use as sick leave during a serious illness. The employee making the donation must retain at least 40 (forty) hours of vacation leave for their own use. The conversion of one employee's vacation to another employee's sick leave shall be on an hour for hour basis. Any such donation shall be submitted in writing by the donating employee and subject to approval by the appropriate department head(s) who shall provide a copy of the written request to the City's Personnel office. The employee receiving donations of vacation for sick leave shall not monetarily compensate the employee making such donation.

ARTICLE 10 - OTHER LEAVES

Section 1. Leaves of Absence. Leaves of absence without pay or accrual of other benefits for a limited period not to exceed six (6) months may be granted for any reasonable purpose where, in the judgment of the department head, and as approved by the City Administrator for leaves exceeding 10 days, the work of the department will not be seriously handicapped by the temporary absence of the employee requesting such leave. Any such leave must be consistent with the needs of the City and approved by the department head. At the discretion of the department head, upon written request by the affected employee, such leave may be renewed or extended for any reasonable period. If an employee is denied a leave of absence, the department head or City Administrator/designee will state the reasons in writing. In the event an employee requests leave without pay from having exhausted all other paid leaves due to a medical condition, the City will engage in the interactive process to review any requested accommodations.

Section 2. Jury Duty. Employees shall be granted leave with regular straight time pay any time they miss their regularly scheduled shift because they are required to report for jury duty or jury service, or as the result of appearing under subpoena in a Court of Law. ~~An eligible employee shall endorse any jury/witness fee to the City as a condition to receipt of regular pay.~~

Section 3. Bereavement Leave. In the event of a death in the employee's immediate family, a regular employee may be granted leave of absence with pay not to exceed 40 hours, one (1) work week. Part-time employees are prorated. Immediate family for the purposes of this Section shall be defined as spouse, same sex domestic partner, ex-spouse, child, parent, sibling, parent-in-law, child-in-law, grandparent, grandchild, step and half relations.

Section 4. Funeral Participation. When an employee serves as a pallbearer or speaker in a funeral ceremony, he may be granted a reasonable time off, up to 4 hours paid leave, to perform such duty.

Section 5. Military Leave with Pay.

- A. Except as provided in subsection B of this Section, for all periods of annual active duty for training as a member of the National Guard, National Guard Reserve or of any reserve component of the Armed Forces of the United States or of the United States Public Health Service, any employee of the City of Gladstone is entitled, upon application therefore, to a leave of absence from his duties for a period not exceeding fifteen (15) days in any one (1) calendar year,

without loss of time, pay or regular leave and without impairment of efficiency rating or other rights or benefits to which he is entitled.

- B. Unless the employee has been employed by the City of Gladstone for a period of six (6) months next preceding his application, no employee is entitled to receive pay for any period during which he is on military leave.

Section 6. Military Leave without Pay.

- A. Military leave of absence without pay shall be granted to a regular employee during a period of active duty with the Armed Forces of the United States.
- B. The employee shall, upon honorable discharge from such service, be returned to a position in the same class as his last held position, at a salary rate prevailing for such class, without loss of seniority or employment rights. If it is established that he is not physically qualified to perform the duties of his former position by reason of such service, he shall be reinstated in other work that he is able to perform at the nearest appropriate class to his former class.
- C. Such employees shall make application for reinstatement within ten (10) days and shall report for duty within thirty (30) days following separation from active military duty. Failure to comply shall terminate military leave. If an employee voluntarily re-enlists, his military leave shall be deemed canceled.

Section 7. Conferences and Conventions. Decisions concerning attendance at conferences, conventions or other meetings at City expense shall be made by the department head. Permission shall be granted on the basis of an employee's participation in or the direct relation of his work to the subject matter of the meetings. Members of professional societies may be permitted to attend meetings of their society when such attendance is considered to be in the best interest of the City.

Section 8. Union Leave. Authorized Union representatives, upon written requests from the Union, may be given short term leaves of absence (less than thirty (30) days) to transact business for the Union in which they are a represented member. The Union will cooperate with the City by controlling requests for such short term leaves to a maximum of one (1) employee at any given time and in a manner which will minimize interference with the City's operations. The Union may request an extension beyond the original thirty (30) days. Approval of such requests will be granted based on the City's operational needs.

Employees granted such leave shall be maintained on the payroll with full accrual of wages and benefits and the Union shall reimburse the City for all wage and wage-driven benefits costs associated with these leaves. The City will provide written documentation of the full wage and wage-driven costs to the Union.

ARTICLE 11 - SENIORITY

Section 1. Definitions. Seniority is defined as total length of continuous service as a regular employee of the City. An employee's seniority shall be computed from the date of his/her employment with the City in any capacity. If two (2) or more employees were hired on the same day, the employee whose application was first filed shall be deemed the senior employee.

Section 2. Break in Service. For the purpose of computing seniority, all authorized leave shall be considered as time worked, provided that in the event of an unpaid leave of absence beyond ninety (90) calendar days other than military, or Peace Corps leave granted in accordance with this Agreement, the actual time of leave shall be deducted from the employee's length of service. Employees who are laid off and subsequently reinstated shall retain their full seniority except that such period of layoff shall be deducted from the employee's length of service.

Seniority shall not be forfeited if an employee has a break in service of ninety (90) calendar days or less, provided such period shall be deducted from the employee's length of service.

Section 3. Seniority List. A list of employee seniority shall be posted on January 1 of each year.

Section 4. Application of Seniority. Where qualifications and abilities of more than one employee are equal, seniority within the City shall be the determining factor. This shall be applied in filling work out of classification assignments, temporary positions, administering the call-out list and for promotional opportunities within the City.

ARTICLE 12 - LAYOFF/RECALL

Section 1. Layoff. A layoff means a permanent reduction in the City work force. If the City shall reduce its work force, layoffs shall be made within each job classification in a department on the basis of seniority or special job skills. A layoff out of the inverse order of seniority shall be made by the City if, in the

City's judgment, retention of special job skills is required by the operating requirements of the department. Advance notice will be provided to employees the City intends to layoff. Such notice shall normally be provided as soon as plans are finalized, but not less than thirty (30) days prior to such layoff. Employees laid off for a period of more than twenty-four (24) months lose all seniority credits.

Section 2. Recall. Employees shall be recalled according to seniority unless in the City's judgment special skills are required by Department operating requirements. No new employees shall be hired for a classification of work until employees laid off in that classification have been offered an opportunity to return to work at equal pay or similar classification, by certified mail. A refusal to recall shall constitute voluntary termination and such employee shall lose his/her layoff status privileges and his/her seniority unless the employee is temporarily incapacitated by illness or injury.

No regular employee shall be laid off while temporary employees or Community Correction, are retained by the City in the classifications of the employees proposed to be laid off. Employees shall be recalled to part time and temporary positions as they occur. However, employees who accept such recall shall retain recall rights to their original position and hours.

Section 3. Recall List. The City shall furnish to the Union, upon request, a current list of all employees in layoff status with recall rights.

ARTICLE 13 - POSTING AND FILLING OF VACANCIES

Section 1. When the City determines that a vacancy has occurred, it shall post on each bulletin board provided in accordance with Article 14 of this contract for not less than five (5) days, notices of job vacancies so employees may apply.

Section 2. All job vacancies shall, whenever possible, be filled by promoting qualified employees within the City service.

Section 3. Nevertheless, the appointing power may recruit applicants from outside the City service whenever the City has reason to believe that better qualified applicants are available outside the City service.

Section 4. The appointment to fill the vacancy shall be made on a competitive basis utilizing the criteria for appointments established in Section 2.1 of the City Personnel Rules. Where qualifications and ability are relatively equal, seniority within the City service shall be the determining factor.

ARTICLE 14 - BULLETIN BOARDS

Section 1. The City agrees to furnish and maintain three bulletin boards. One (1) in the Library, one (1) in the City Hall, and one (1) in the City Shops.

Section 2. The Union shall limit its posting of notices and bulletins to such boards and shall use the boards only for notices and bulletins concerning Union matters. Bulletin boards shall not be used for controversial or inflammatory subjects.

ARTICLE 15 - HEALTH AND WELFARE

Section 1. Medical, Hospital, Dental, Vision.

The City shall make available to employees in the bargaining unit and their dependents medical, dental, vision benefits, alternative care, as provided by the available rider, and prescription drug insurance coverage.

Employees shall contribute 10% of the total monthly premiums, through payroll deductions and the Employer shall contribute 90% of the total monthly premium.

Employees may select from plans as offered by the Employer: Kaiser, CCIS Co-Pay Plan B PPP or other. In the event an employee selects Co-Pay Plan 1-B, PPP, (see further down).....

~~effective August 1, 2011, the employer will provide a HRA/VEBA contribution to the employee equivalent to one half (1/2) the yearly HRA/VEBA contribution as indicated below:~~

~~Effective February 1, 2012, the employer will provide a HRA/VEBA contribution to the employee equivalent to one half (1/2) the yearly HRA/VEBA contribution as indicated below:~~

~~Effective August 1, 2012,~~

The employer will provide a monthly HRA/VEBA contribution to the employee as follows: (1/12th of the annual)

Plan Tier:	Employee Only:	\$500.00 annually
	<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>

2-21

Plan Tier: ~~Employee +1:~~ ~~_____~~ ~~\$1000.00~~ annually
Plan Tier: ~~Employee +2 or more:~~ ~~_____~~ ~~\$1500.00~~ annually

Effective July 1, 2013, the employer will contribute \$40 to each eligible employee's HRA/VEBA for consideration towards the past HRA/VEBA administrative fee will be paid by the employer.

Effective January 1, 2014, the employer will contribute \$25 to each eligible employee's HRA/VEBA for consideration towards HRA/VEBA administrative fee.

Effective January 1, 2015, the employer will contribute \$25 to each eligible employee's HRA/VEBA for consideration towards HRA/VEBA administrative fee.

Effective January 1, 2016, the employer will contribute \$25 to each eligible employee's HRA/VEBA for consideration towards HRA/VEBA administrative fee.

In the event an insurance carrier moves to a calendar year or a multiple tier contribution plan, other than those currently provided, the parties agree that such changes are outside the control of the parties, however, the parties agree to the duty to bargain the impact.

Section 2. Life Insurance. The City shall maintain a minimum of \$10,000 of life insurance on all full time employees who become eligible twelve (12) months after their employment date.

Section 3. Long Term Disability Insurance (LTD). The City will continue to provide at no cost to the employee, Long Term Disability Insurance benefit.

Section 4. 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 City Administrator or designee. 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. AFSCME Local 350-3 shall be entitled to appoint up to three (3) representatives to this committee.

Section 5. Retirement. For employees enrolled in the Equitable retirement plan the City agrees to continue participating in the City of Gladstone Employees



Pension Trust by paying the City's amount required into each employee's pension account. In addition, the City agrees to continue contributing the employee's 6% to retirement. For each employee, the City's amount plus the employee's 6% shall total 17.35%, based on that employee's salary. The City agrees to enroll eligible employees in the Oregon State Public Employees Retirement System (PERS) or the Oregon Public Service Retirement Plan (OPSRP). The City shall contribute and "pick up" assume, and pay a six percent (6%) employee contribution to PERS and OPSRP.

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 6. Part-time Employees. Benefits for part-time employees will be calculated based upon the budgeted full-time equivalence (FTE) of the position using the chart below:

FTE	Prorated Benefits
.75% FTE or greater, but less than full-time	75%
.50% FTE or greater, but less than .75% FTE	50%

NOTE: Employer contribution for health insurance premium costs for part-time employees shall be pro-rated based on the total cost of the health insurance premium, as is current practice.

Effective upon execution, ~~August 1, 2011~~, the ~~3~~ four (4) part-time employees eligible for health insurance under this agreement at this time, shall be grandfathered such that if they elect the CCIS Co-Pay Plan, PPP, now or in the future, the employer will provide the full HRA/VEBA values as described in Article 15, Section 1.

Section 7: IRS 125 plan.

The employer shall provide employees the option of participating in an IRS 125 plan.

ARTICLE 16 – WAGES

Section 1. Wages. Employees in the bargaining unit shall be paid in accordance with the salary schedule attached hereto as Appendix "A",

2-23

Effective July 1, 2013, the hourly rate for each employee will be increased by \$0.14 (14 cents) per hour.

Effective July 1, 2014, the hourly rate for each employee will be increased by \$0.15 (15 cents) per hour.

Effective July 1, 2015, the hourly rate for each employee will be increased by \$0.16 (16 cents) per hour.

Note: Appendix A, wage scale, represents a monthly annualized salary. Hourly rates are computed by the annual salary divided 2080 hours)

~~Effective July 1, 2011, each cell in the salary matrix in Appendix A, for July 1, 2010-June 30, 2011, as attached, shall be increased by 2%.~~

~~Effective July 1, 2012, each cell in the salary matrix in Appendix A, for July 1, 2011-June 30, 2012, shall be increased by the average annual increase of the prior year for the Portland Salem CPI-U scale, with a minimum increase of 2% and maximum increase of 4% [1st half Portland Salem CPI-U plus 2nd half CPI-U = X. X will be divided by 2].~~

Section 2. Step Increases. Employees shall normally be hired at Step One (1). Upon completion of the employee's probationary period, the employee will be eligible for advancement to the next step of the salary schedule based upon merit and ability. Regular step increases will be awarded every twelve (12) months after the date of hire based on merit and ability as determined by the City and reflected in the employee supervisor's Performance Evaluation which is based on the employee's classification description.

Section 3. Longevity/Career Recognition. All employees will receive career recognition pay. Career recognition pay will be implemented as follows:

After ten (10) years of service, the employee shall receive an additional 1% of base wage monthly.

After fifteen (15) years of service, the employee shall receive an additional 2.5% of base wage monthly.

After twenty (20) years of service, the employee shall receive an additional 3% of base wage monthly.

The ten (10), fifteen (15) and twenty (20) years percentages are not cumulative.

Section 4. Clothing.

A. City required clothing will be supplied by the city. Clothing will be replaced on "as needed" basis in the determination of the supervisor. City purchased clothing remains the property of the City.

B. The City will provide safety boots to public works employees who require them in the course of their duties. If the employee elects to purchase his/her own boots, the City shall reimburse the employee upon a receipt up to \$150 per contract year. Work boots reimbursed by the City are property of the City and shall remain at the work site.

C. The City shall make available laundering facilities for contaminated clothing per current practice.

D. Compensation will be prorated for new hires.

NOTE: Salary Appendix to be revised according to Article 16.1

ARTICLE 17 - WORKING OUT OF CLASSIFICATION & CALL BACK

Section 1. Whenever an employee is assigned by management to work for 8 (*eight*) or more hours in a classification above that in which the employee is normally classified, the employee shall be paid for the duration of such work in the pay range of the higher class at either the first step of the higher class or at a rate one (1) step higher than his or her regular rate of pay, whichever is more. The provisions of this Section shall not apply to training opportunities provided to employees.

Section 2. Whenever an employee is assigned Lead Work, he/she shall be compensated by premium pay in the amount of 5% base wage for all hours worked in such capacity as assigned.

Section 3. Call Back Pay: Employees who are called back to work outside of their regular shift shall 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 prior to their regular shift, in which event the pay will be for a minimum of two (2) hours. Employees required to perform overtime duties as a continuation of their shift are not subject to call-back pay.

ARTICLE 18 - MANAGEMENT RIGHTS

The City retains all the rights, decision-making functions, and authority, to manage the affairs of the City or any part of the City. The rights of the employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement.

Without limitation, but by way of illustration, the functions and rights of the City shall include the following:

- A. To direct and supervise all operations, functions and policies in the departments involved and operations, functions and policies in the remainder of the City as they may affect employees in the bargaining unit;
- B. To close or transfer an office or facility or combination of facilities or to relocate, reorganize or combine the work of divisions, operations or facilities;
- C. To determine the need for a reduction or increase in the work force;
- D. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, methods and procedures;
- E. To assign and distribute work;
- F. To assign shifts, work days, hours of work and work locations;
- G. To introduce new duties and to revise job classifications and duties within the unit;
- H. To determine the qualifications of new employees.

Court ordered labor. The parties to this contract recognize the concept of court ordered community service labor. The City will screen prospective court ordered community-service labor in such a manner as to exclude any individuals who might present a threat to City employees or to City property.

- I. To discipline or discharge an employee for just cause;
- J. To determine the need for additional educational courses, training programs, on-the-job training, cross training;
- K. To determine the need for overtime and the classification to work such overtime.

The exercise of the management function or right which is not specifically limited by this Agreement is retained by the City.

ARTICLE 19 – WORKERS' COMPENSATION

Section 1. All eligible employees shall be covered under the provisions of a statutorily required industrial accident insurance plan for industrial accidents and diseases (occupational injuries or illness that occur on the job). Normally, SAIF or Workers' Compensation will pay a percentage of any employee's regular salary for time lost from the job. Any employee who is eligible to receive time loss payments under the Workers' Compensation Law shall, for the duration of such payments not to exceed six (6) months, receive only that portion of his regular salary which together with said SAIF or Workers' Compensation payments will equal his regular net salary.

Section 2. During the six (6) month duration while the employee received SAIF or Workers' Compensation benefits, accrued sick leave will not be deducted from the employee and the employee's sick leave shall continue to accrue.

Section 3. After the six (6) month duration, should the employee continue to receive SAIF or Workers' Compensation benefits, the employee's accrued sick leave and/or accumulated vacation shall be deducted at the rate of eight (8) hours sick leave and/or accumulated vacation for each day the employee remains disabled.

Section 4. At such time that the employee no longer has accrued sick leave and/or vacation time, the employee shall receive only those benefits provided by SAIF or Workers' Compensation.

ARTICLE 20 - PERSONNEL RECORDS

Section 1. An employee may, upon request, inspect the contents of his/her official City personnel file. Grievance materials shall be kept in a separate file after the grievance has been resolved. No material of an adverse nature may be used against an employee unless introduced into his/her personnel file as described in this Article, except as provided in Article 4 related to corrective actions. Employer may maintain supervisory files for the purposes of yearly evaluations or record counseling measures. Employees will be provided written/electronic copy of matters placed in a supervisory file. Materials in the supervisory file will be purged after 24 twelve months from when the corrective action was given.

Section 2. No information reflecting critically upon an employee shall be placed in the employee personnel file that does not bear the signature of the employee. The employee shall be requested to sign such material to be placed in his/her personnel file provided the following disclaimer is attached:

“Employee signature confirms only that the supervisor has discussed and given a copy of the material to the employee, and does not indicate agreement or disagreement.”

If the employee is not available within a reasonable period of time, or the employee refuses to sign the material, the Employer may place the material in the file, provided a statement has been signed by two management representatives and a copy of the document was mailed to the employee at his/her address of record and a copy to the Union.

Section 3. If the employee believes that any of the above material is incorrect or a misrepresentation of facts, he/she shall be entitled to prepare in writing, his/her explanation or opinion regarding the prepared material. This shall be included as part of his/her personnel record until the material is removed.

Section 4. An employee may include in his/her personnel file, copies of any relevant materials he/she wishes, such as letters of favorable comment, licenses, certificates, college course credits, or any other materials which relate creditably on the employee. Material reflecting caution, consultation, warning, admonishment or reprimand shall be removed upon the mutual consent of the employee and his/her supervisor.

Section 5. An employee may, upon request, review and obtain copies of any of the contents of his personnel file or supervisory file.

Section 6. There shall be only one (1) official personnel file.

ARTICLE 21 - EXISTING PRACTICES

Only such existing and future work rules and benefits as are expressly and specifically covered by the terms of this Agreement shall be affected by the recognition of the Union and the execution of this Agreement. It is jointly recognized that the City must retain authority to fulfill and implement its responsibilities and may do so by work rules, oral or written, existing or future. It is agreed that no work rules will be promulgated or implemented which are contrary to the terms of a specific provision of this Agreement. All written work rules, existing or future, will be furnished to affected employees. The City agrees to reduce major changes in work rules to writing and provide the Union with such changes.

ARTICLE 22 - CONTRACTING/SUBCONTRACTING

Section 1. The Union recognizes that the City retains the right to contract and subcontract work provided that, as to work presently and regularly performed by members of the bargaining unit, the City agrees to afford an opportunity to the

Union to make a presentation to the City Council on the effect of such action on the employment of the bargaining unit prior to the City finalizing and implementing a decision.

Section 2. The City agrees to provide notice to the Union and its Local President that it is considering contracting or subcontracting bargaining unit work at least twenty (20) days prior to consideration of such action at a public meeting. The City will provide the Union with all relevant information affecting the decision. Should the City Council decide to give the issue further consideration, the City will advise the Union of its timetable for decision making. Times will be set by the City Council in accordance with the City's timetable for the Union presentation. Such agreement by the City to allow a presentation shall constitute full and complete satisfaction of any City duty to bargain the decision and/or impact on employees of subcontracting required under ORS 243.

Section 3. The City agrees to give full consideration to all information and recommendations submitted by the Union in a timely manner, prior to making a final decision. Under no circumstances will the City make a final decision to contract out bargaining unit work without allowing such presentation and considering any Union input.

Section 4. Once the City makes a decision to contract out, it will place employees displaced by the contracting in vacant City positions, provided in the City's judgment, they meet the qualifications established by the City.

ARTICLE 23 - WAIVER AND SCOPE OF BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived by the parties after the exercise of that right and opportunity are set forth in this Agreement. During the life of this contract, however, the parties may bargain collectively about the terms of successor collective bargaining agreements.

ARTICLE 24 - OVERTIME

Section 1. Time assigned by the City in excess of an eight (8) or ten (10) hour day (where the City has initiated a 4/10 work schedule) or forty (40) hours in a workweek shall be considered as overtime and shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay as shown on the salary schedule. The City may at its option compensate in the form of compensatory

2-29
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time off on a one and one-half (1-1/2) hour for each hour worked basis up to the first 240 hours of overtime worked.

Section 2. Overtime shall be computed to the nearest fifteen minutes, either way. However, personal clean-up time shall not count for purposes of overtime compensation, unless the employee was not provided the reasonable opportunity to personal clean up as provided by Article 6.4

Section 3. An employee may be directed and assigned by the City to work in addition to the employee's regular work schedule. However, the City will attempt to assign overtime to qualified volunteers first, and will, whenever possible, equally distribute overtime assignments among those employees who volunteer for the time and are qualified to perform the necessary work.

ARTICLE 25 - SAVINGS CLAUSE

Should any article, section or portion thereof, of this Agreement be in violation of State or Federal Law or held unlawful or unenforceable by an opinion of the Attorney General of the State of Oregon or by any court of competent jurisdiction, or any administrative agency of the State of Oregon having jurisdiction over the subject matter, such decision shall apply only to the specific article, section or portion thereof, directly specified in the decision. Upon issuance of any such decision, the parties agree to meet to negotiate a substitute, if possible, for the invalidated article, section or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

ARTICLE 26 - CITY SECURITY

For the purpose of this Agreement, the word "strike" shall be defined as any interruption or cessation of services or other sanctions brought by the Union which the City, in its judgment, decides affects the operations of the City.

Section 1. During the term of this Agreement, the Union and the employees, as individuals or as a group, guarantee they will not authorize, initiate, cause, aid, condone, permit, participate or join in any strike, work stoppage, slowdown, sick-out, picketing (except informational picketing), or any other concerted interruptions of City operations and services by employees.

Section 2. In the event of a violation of this Article by the Union and/or the employees, the City may selectively, in addition to other lawful remedies, discipline such employees, up to and including discharge.

Section 3. Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage, slowdown, observance of a picket line, picketing, or any other interruption of work.

Section 4. In the event a dispute over a reclassification request remains unresolved, the above provisions of this article shall not apply.

ARTICLE 27 - PROBATIONARY PERIODS

Section 1. All initial appointments shall be tentative and subject to a probationary period of not less than six consecutive months service. Promotional appointments shall be subject to a probationary period of three months.

Section 2. In unusual cases where the responsibilities of a position are such that a longer period is necessary to demonstrate an employee's qualifications, the probationary period may be extended; however, no initial probationary period shall be extended beyond nine months total and no promotional period shall be extended beyond six months total. The employee shall be notified in writing of any extension and the reasons therefore.

Section 3. During the initial probationary period, the employee shall not be eligible for vacation benefits, but she/he shall earn vacation credits to be taken at a later date.

Section 4. Upon satisfactory completion of the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position, shall gain regular status, and shall be so informed by the appropriate supervisor.

Section 5. During the initial probationary period, an employee may be terminated at any time without appeal. In the case of promotional appointment, the promoted employee may be demoted at any level during the probationary period, without appeal, provided the employee be reinstated in the class designation from which he was promoted.

ARTICLE 28 - EMPLOYEE CONDUCT

Section 1. Personal business shall not be conducted during working hours.

Section 2. Employees shall be responsible to make timely payment of any monies owed to the City.

ARTICLE 29 - RESIGNATION

To resign in good standing, an employee shall give the City Administrator or his designee no less than ten (10) working days prior notice of such resignation unless the City Administrator or his designee agrees to permit a shorter period of notice because of extenuating circumstances. Employees will be given 24 hours to withdraw a resignation once submitted. Withdrawals must be in writing and provided to the City Administrator or designee. Resignations are considered accepted and valid after 24 hours from receipt. The notice of resignation shall be in writing and shall contain the reasons for leaving the City service. In the event an employee is considering retirement, two months advance notice to the City Administrator is required.

Failure to comply with this section shall be entered in the employee's service record and may be cause for denying future employment with the City.

ARTICLE 30- LABOR/MANAGEMENT COMMITTEE

A Labor Management Committee consisting of Management representatives and at least three (3) AFSCME members will meet every two months, upon request of either party or more often by mutual agreement, to discuss issues, subjects of concern, or other topics brought forward by either party. The meetings may be cancelled by mutual agreement if neither party has any items for discussion. The Committee is limited to recommendations only.

ARTICLE 31 - TERM OF AGREEMENT

This Agreement shall be effective upon July 1, 2013 2011, and shall continue in full force and effect until the 30th day of June, 2016 2013. This agreement shall remain in full force and effect during the period of negotiations or until notice of termination of this agreement is given by either party.

At the expiration of the contract on June 30, 2016 2013 it shall be automatically renewed from year to year thereafter unless one of the parties notifies the other in writing by January 31st of the expiring year of intent to negotiate a successor agreement. In the event that such notice is given, negotiations shall begin not later than three (3) months prior to the anniversary date. This agreement shall remain in full force and effect during the period of negotiations or until notice of termination of this agreement is given by either party.

IN WITNESS WHEREOF, the parties hereto have set their hand this
_____ day of _____, 2011.

FOR THE CITY:

FOR THE UNION:

Wade Byers, Mayor

Stacy Chamberlain, AFSCME

Peter Boyce
City Manager

Chris Mott
AFSCME

APPENDIX "A"

CITY OF GLADSTONE
AFSCME
SCHEDULE OF MONTHLY SALARIES
July 1, 2010-June 30, 2011

<u>RANGE/CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
13-U Library Assistant	2785	2925	3069	3222	3384
17-U Library Assistant II	3069	3222	3384	3552	3730
18 Assistant Acct Clerk	3145	3302	3468	3641	3823
22-U Court Clerk Account Clerk	3468	3641	3823	4015	4215
26-U Utility Worker, Journey Waterworks, Journey	3641 +5% of Utility Worker, Journey Salary	3823	4014	4215	4423

Appendix B

City of Gladstone DRUG AND ALCOHOL TESTING POLICY TABLE OF CONTENTS

Policy statement

Who will be tested and when

Education and training

Employee assistance program and self-referral

Prescription medications

Prohibitions

Investigation of previous testing

Types of Drug and Alcohol testing required

Pre-employment Testing

Random Testing

Reasonable Suspicion Testing

Post-Accident Testing

Return To Duty and Follow-up Testing

Costs of Testing

Drug and Alcohol testing procedures

Drug Testing 42

Breath Alcohol Testing

Drug test results review

Medical Review Officer Role

Communication of Results

Failure to cooperate

Disciplinary action and procedures

Return to duty procedures

Record keeping procedures

Record Retention

Informational resources

- Section A: DEFINITIONS OF TERMS 50
- Section B: DRUG TESTING SPECIMEN COLLECTION PROCEDURES
- Section C: BREATH ALCOHOL TESTING PROCEDURES
- Section D: SERVICE PROVIDERS
- Section E: POST ACCIDENT TESTING

Policy Statement

The City of Gladstone (City) is strongly committed to providing a safe, drug-free workplace. In addition, an employee substance abuse testing program is mandated for all entities regulated by the Department of Transportation (DOT). For these reasons, the City is implementing a substance abuse testing policy which applies to all applicants for, and employees who hold, "covered driver" positions.

The City recognizes each individual's value and contribution to the services we provide to the public. Therefore, this Policy includes assistance to employees who wish to overcome an alcohol or drug dependency problem (see "Employee Assistance Program and Self-Referral").

This Drug and Alcohol Testing Policy ("Policy") is intended to comply with FHWA regulations, changes in which will supersede specific policy provisions.

Who Will Be Tested and When

Covered drivers are defined as those who are required to hold commercial driver's licenses for their jobs. Such applicants and employees fall under the Federal Highway Administration (FHWA) drug and alcohol testing regulations ("Controlled Substances and Alcohol Use and Testing," 49 CFR Part 382). Generally, covered drivers are operators of commercial motor vehicles which 1) are greater than 26,000 pounds GVWR, 2) carry hazardous materials in placardable quantities, or 3) carry 16 or more passengers, including the driver.

Covered drivers may be tested for drugs or alcohol whenever they are on duty. For the purposes of this Policy, "on duty" is defined as any time an individual is on the job and ready to perform safety-sensitive functions. Time spent in association with drug testing specimen collection and/or alcohol testing shall be considered "on-duty" time.

Education and Training

The City will distribute information to employees on the Drug and Alcohol Testing Policy; the dangers of drug and alcohol abuse in the workplace; and drug counseling, rehabilitation, and employee assistance resources. Employees will be required to sign a form acknowledging receipt of this information.

At the time of hire, new covered drivers will receive specific information regarding the City's Drug and Alcohol Testing Policy and be informed of their responsibilities with respect to compliance with federal drug and alcohol testing regulations.

Supervisors of covered drivers who may be required to make "reasonable suspicion" determinations will receive training on recognition of the physical, behavioral, speech and performance indicators of probable alcohol and controlled substances use. The duration of the training will be at least sixty minutes each for 1) alcohol and 2) controlled substances use recognition, with additional follow up training to be provided, to maintain and increase supervisory proficiency.

Employee Assistance Program and Self-Referral

The City will support treatment efforts for covered drivers with drug/alcohol problems who, prior to official discovery, voluntarily seek assistance.

Employees seeking treatment for drug and alcohol abuse will be treated under the City's current Union Labor Agreement.

An employee who voluntarily puts forth information to the City that he/she has a drug or alcohol related problem will provide the City with appropriate return to duty documentation from a Licensed Substance Abuse Professional.

The City Recorder/Human Resources Manager will provide information about existing leave and medical benefits provided under employment policies applicable to the driver at that time.

Prescription Medications

Under the City's own authority, covered drivers are required to notify their immediate supervisors when they are taking prescription medications with warning labels (for example, relating to the operation of vehicles, heavy equipment, or machinery).

The City does not request information about the condition for which medication is prescribed, only that it has been prescribed. In some cases, it may be necessary

to temporarily re-assign covered drivers until the course of medication is completed.

If a driver is in doubt about a medication's effect on work performance, he/she should ask the prescribing physician or pharmacist for clarification.

Prohibitions

F.H.W.A regulations specify the following prohibitions:

- 1) Covered drivers must not use alcohol within four (4) hours prior to reporting for duty ("pre-duty use").
- 2) Covered drivers are prohibited from possessing alcohol while on duty; from using alcohol while on duty; and from having alcohol present in their systems at a level of 0.02 g/210 L¹ or greater while on duty. Those with levels of 0.02 or greater as demonstrated by breath alcohol testing are subject to immediate removal from duty for a minimum of 24 hours (see also "Discipline".)
- 3) Covered drivers are prohibited from using alcohol after an on-the-job accident until:
 - a. The Human Resources Department has determined that alcohol testing is not required, OR
 - b. A breath alcohol test has been completed, OR
 - c. Eight (8) hours have passed since the accident.
- 4) Covered drivers must not show evidence of the use of controlled substances without a valid prescription.
- 5) Refusal by a covered driver to submit a urine or breath specimen when required by federal regulations will have the same consequences as a positive drug test result, or a breath alcohol test result of 0.04 or greater, (see "Discipline" section), and result in the immediate removal of the employee from duty. In addition, refusal of a test after a fatal accident may result in more severe penalties under Federal law.

Investigation of Previous Testing

As a condition of employment, applicants for covered driver positions will be required to authorize previous employers to release specific information regarding previous alcohol and drug tests.

¹ Breath testing results are given in grams of alcohol per 210 liters of breath (g/210L)

No pre-employment drug test will be required if an applicant for a covered driver position can document:

- 1) Participation in a drug testing program which meets FHWA requirements during the (30) thirty days prior to application
AND
- 2) a negative drug test within the (6) six months prior to application,
OR
 - a. Participation in a random drug testing program for (12) twelve months prior to application.
AND
- 3) No violation of alcohol or controlled substance prohibitions within the six months prior to application.

The City reserves the right to require applicants to undergo pre-employment drug and/or alcohol testing, whether or not such documentation is provided.

Types of Drug and Alcohol Testing Required

The following are occasions for drug and alcohol testing under this policy:

1. Pre-employment Testing

Pre-employment drug testing is required for all covered driver positions, except as noted above ("Investigation of Previous Testing"). A notice will be posted that drug testing is a requirement of the application process. Anyone who does not wish to proceed with the application may withdraw without question.

A drug test result which is verified as positive for unauthorized use of controlled substances will disqualify the applicant for the covered driver position.

2. Random Testing

Definition of Random Test. A random test is a test that is unannounced, and where every person in the random selection "pool" has an equal chance of being selected for testing each time a selection occurs. Random testing is considered to be an effective deterrent to substance abuse. Covered drivers are required to be randomly tested under DOT regulations.

Method of Random Selection: The City has contracted with an outside drug testing management service (see Appendix D) to perform computerized random selections on its

covered employees. Selections occur quarterly on a randomly selected date. Selections are therefore spread reasonably throughout each 12-month period.

A number of drug tests equal to at least 50% of the number of individuals in the program will be completed annually, as required by DOT drug testing regulations; a number of alcohol tests equal to at least 25% of the number of individuals in the program will be completed annually.

Procedure for Notification and Specimen Collection/Testing:

- 1) The drug testing management service will maintain a secure data base of individuals covered by the Federal Highway Administration's drug and alcohol testing regulations.
- 2) On a randomly selected date, the service will transmit a coded list of individuals who have been selected for testing to the Human Resources Department.
- 3) The Human Resources Department or his/her designated representative will notify the individual in person or by telephone that he/she has been selected to provide a urine and/or breath specimen for testing. The date and time of notification will be recorded on the transmitted, coded list.
- 4) Immediately after being notified, each individual selected for testing must proceed to a specimen collection and/or alcohol testing facility. If the individual is in a remote location, the Human Resources will arrange for him/her to go to a local clinical facility so that specimen collection and/or breath testing are completed expeditiously.

Reasonable Suspicion Testing

"Reasonable suspicion" means that an individual has given a supervisor or other responsible manager reason to believe that he/she may be impaired, intoxicated, or under the influence of a controlled substance or alcohol.

A reasonable suspicion test will be required under the following conditions:

- 1) The City shall require a driver to submit to an alcohol test when the City has reasonable suspicion to believe that the driver has violated the prohibitions of this policy concerning alcohol. The City's determination that reasonable suspicion exists to require the driver to undergo an alcohol test must be based on specific,

contemporaneous, particularly observations concerning the appearance, behavior, speech or body odors of the driver.

- 2) The City shall require a driver to submit to a controlled substances test when the City has reasonable suspicion to believe that the driver has violated the prohibitions of this policy concerning controlled substances. The City's determination that there is sufficient reasonable suspicion requiring the driver to undergo a controlled substances test must be based on specific, contemporaneous, particularly observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include indications of chronic or withdrawal effects of controlled substances.

The "reasonable suspicion" behavior should be witnessed by at least two supervisors, if possible. But only one observation is required. Those who make a decision to test an employee will be trained in identifying appearance or conduct that indicate the possible use of controlled substances or misuse of alcohol.

Any "reasonable suspicion" incident will be documented as soon after the incident as possible. The City will ensure that the employee involved is immediately removed from the workplace and is escorted by a supervisor to a urine specimen collection, or alcohol-testing site. The employee will NOT be allowed to proceed to the site unaccompanied.

Employees will have access to union representation if requested at every step of the "reasonable suspicion" testing procedures, except during specimen collection.

Post-Accident Testing

A reportable accident under Federal Highway Administration regulations is defined as an accident in which a covered driver was operating a commercial motor vehicle and in which:

- 1) A fatality occurred; or
- 2) The driver received a citation for a moving traffic violation AND a person involved in the accident needed medical care away from the scene of the accident; or
- 3) The driver received a citation for a moving traffic violation AND one or more vehicles involved in the accident needed to be towed from the scene of the accident.

**Covered THE CITY drivers see Section E.

Under FHWA regulations, employees involved in a reportable accident are required to be:

- Tested for alcohol as soon as possible, but in no case later than 8 hours after the incident.
- Drug tested as soon as possible, but in no case later than 32 hours after the incident.

The City will ensure that the employee involved in a reportable accident will be immediately removed from duty, and escorted to a collection/testing site. A union representative shall be notified immediately upon the request of the employee. This representation shall not delay established testing procedures. A list of qualified union representatives will be provided to the City.

An employee who is seriously injured and cannot provide a specimen for testing may be requested to authorize the release of relevant hospital reports and other documentation that would indicate whether there were any controlled substance(s) in his/her system at the time of the incident.

The City will provide its covered drivers with any necessary information and procedures to enable them to meet federal requirements for post-accident testing.

Return to Duty and Follow-up Testing

FHWA regulations and this Policy require return to duty and follow-up drug and alcohol testing when a covered driver has been evaluated by a Substance Abuse Professional and has been found to need assistance with resolving his/her drug abuse and/or alcohol misuse problem. Under these conditions, a negative drug and/or alcohol test is required prior to return to duty and at least six (6) follow-up tests are required during the twelve (12) months following return to duty. Follow-up testing may continue for no longer than sixty months following return to duty. THE CITY will comply with these mandated testing requirements.

Please refer to "Return to Duty Procedures" and "Disciplinary Action and Procedures" for additional information.

Costs of Testing

The City will be responsible for payment of all pre-employment, pre-duty, post-accident, random, and reasonable suspicion tests.

The City will be responsible for payment of any requested split tests, return to duty, and follow-up tests with a test result of negative, or canceled.

The employee will be responsible for payment of any requested split tests, return to duty, and follow-up tests with a positive result. The City agrees to pay for the test and then collect from the employee.

DRUG AND ALCOHOL TESTING PROCEDURES

Drug Testing

- 1) Urine specimen collection for drug testing will be performed by qualified individuals in conformance with current standards of practice, using chain of custody procedures specified by DOT regulations (49 CFR Part 40) and with respect for the privacy and dignity of the person giving the specimen. Drug test specimens will be collected to provide at least 30 mL of urine in a "primary specimen" shipping bottle and at least 15 mL of urine in a "split specimen" shipping bottle, as described in Appendix B.
- 2) Drug testing will be performed only by laboratories certified by the Substance Abuse and Mental Health Administration (SAMHSA) of the U.S. Department of Health and Human Services (previously "NIDA"). The City's primary drug testing laboratories are given in Appendix D.
- 3) When an initial screening test for drugs is positive, a second, confirmatory test will automatically be performed. Confirmatory positive drug tests will be reported by the testing laboratory to the MRO for verification (see "Drug Test Results Review").
- 4) As a quality assurance measure, The City's drug testing management service will submit at least (3) three blind samples to the certified laboratory for every 100 applicant/employee samples submitted as required by DOT regulations (49 CFR Part 40). A summary of the results of this quality assurance program will be provided to the City annually.

Breath Alcohol Testing

- 1) Breath alcohol testing will be performed only by qualified Breath Alcohol Technicians (see Appendix C). Testing will be conducted using evidential breath alcohol testing devices listed on the Conforming Products List of the National Highway Traffic Safety Administration.
- 2) Breath alcohol tests with results below 0.02 require no further action.
- 3) Tests with results of 0.02 or above will be confirmed as follows:

- a. The individual being tested is instructed not to smoke, use mouthwash, drink, or eat for a period of 15 minutes.
 - b. Within 20 minutes of completion of the initial screening test, a confirmatory breath test is conducted per 49 CFR Part 40. The result is recorded in the "Confirmation Test Results" section of the Alcohol Test Form.
- 4) If the result of the confirmed breath alcohol test is 0.02 or greater, the Breath Alcohol Technician must immediately notify the Human Resources Manager, which will arrange for transportation of the individual from the alcohol testing site. The Breath Alcohol Technician will then forward a copy of the Alcohol Test Form to the Human Resources Manager.

DRUG TEST RESULTS REVIEW

A drug test result on a covered driver will be considered positive ONLY if it has tested positive initially, been confirmed positive by gas chromatography-mass spectrometry (GC-MS), and been reviewed and verified by the Medical Review Officer (MRO).

A positive drug test result is defined as the detection of any one or more of the substances listed in the table shown below.

<u>Substance or Class</u>	<u>Initial Screening Cut-off</u>	<u>Confirmation Cut-off</u>
Amphetamines	1000 ng/mL	500 ng/mL
Cocaine	300 ng/mL	150 ng/mL ¹
Marijuana (THC)	50 ng/mL	15 ng/mL ²
Opiates	300 ng/mL	300 ng/mL
Phencyclidine (PCP)	25 ng/mL	25 ng/mL

¹ as benzoylecgonine

² as delta-9-THC

A confirmed positive test from a certified laboratory does not automatically identify an employee or applicant as having used drugs in violation of a DOT regulation. The MRO brings detailed knowledge of possible alternate medical explanations to his/her review of the test results. This review is performed by the MRO prior to the transmission of results to the City.

2-44

Medical Review Officer Role

The MRO is a consulting physician who is a licensed doctor of medicine or osteopathy with knowledge of substance abuse disorders, symptoms, treatment, and toxicology. The MRO's primary function is to review, interpret and report positive test results of the applicant or employee. The MRO or his/her authorized representative will also report negative test results.

Before reporting a positive drug test result on a covered employee to the company, the MRO will give the "donor" (applicant or employee) a chance to discuss it. If a prescription drug is involved, the donor will be asked to provide the name of the medication and the prescribing doctor's name for verification. The MRO may review the employee's medical history, any relevant biomedical factors, and medical records made available by the employee to determine whether a positive test resulted from legally prescribed medication before verifying a test result as "positive" or "negative."

The MRO may communicate a positive result on a covered donor to the City if:

- 1) The donor has told the MRO or his/her authorized representative that he/she does not wish to discuss the results of the test; or
- 2) The MRO has spoken with the donor, and has concluded that the positive drug test result indicates unauthorized use of a controlled substance; or
- 3) The MRO can't reach the donor, and has asked the Human Resources Department to contact the donor and relay the message to contact the MRO; but the donor has not responded within (5) five days of documented receipt of the message.

NOTE: If a test is verified positive under the latter circumstances, the donor may give the MRO information documenting that serious illness, injury, or other circumstances unavoidably prevented him/her from contacting the MRO. On the basis of this information, the MRO may re-open the verification, allowing the donor to present information concerning a legitimate explanation for the positive test. If the MRO concludes that there is a legitimate explanation, the MRO shall verify the test as negative.

Upon verifying a test result as positive, the MRO will inform the donor of the option for having the "split" portion of his/her specimen tested. The donor must notify the MRO of a desire to exercise this option within 72 hours of being notified of the positive result.

The MRO will not delay reporting of a verified positive test result pending "split" specimen testing. If a donor requests testing of the "split" specimen but none is available, the MRO will cancel the test.

Communication of Results

The MRO or his/her designated representative will report test results ONLY to individuals authorized by the City to receive them. Confidentiality will be strictly maintained. If the result is positive, the MRO or his/her authorized representative will report the identity of the controlled substance.

Employees and applicants may obtain copies of their test results by requesting them in writing from the MRO within 60 days of being notified of the results.

FAILURE TO COOPERATE

Failure to cooperate with any aspect of this Policy, including but not limited to falsifying or attempting to falsify test results or specimens or refusing to cooperate in testing will subject the employee to progressive discipline, up to and including discharge. Any covered driver who refuses to take a drug or alcohol test to comply with FHWA regulations (49 CFR Part 382) will be immediately removed from duty as required by these federal regulations.

DISCIPLINARY ACTION AND PROCEDURES

- 1) An otherwise qualified applicant for a covered driver position whose drug test results are negative and who has documented satisfactory participation in a previous employer's drug and alcohol testing program, will be considered qualified for the position offered. Applicants with verified positive drug test results will be considered ineligible for the position.
- 2) Any covered driver found to be in violation of this Drug and Alcohol Testing Policy will be removed from duty and will be subject to progressive discipline, up to and including discharge. Violations include:
 - a. Alcohol possession or use in violation of the prohibitions stated in this Policy (e.g. pre-duty, post-accident; see page 2)
 - b. An alcohol test result of 0.04 or greater
 - c. A verified positive drug test result
 - d. Refusal to test or to cooperate
- 3) A covered driver determined to have evidence of alcohol in his/her system below 0.04 will be subject to progressive discipline.

- a. On the first occasion in any two-year period in which a covered driver has a breath alcohol test result of 0.02 or greater, but less than 0.04, he/she will be immediately removed from work for the remainder of his/her shift. The covered driver would have the option of returning to work at the start of his/her next regularly scheduled shift but would remain in a non duty status until 24 hours had elapsed since the time of his/her test. The time away from work may be considered vacation time or personal leave time, if such is available; otherwise, it will be considered leave of absence without pay. No further alcohol testing will be required prior to resuming work at the end of the 24-hour period. This occurrence shall be considered a violation of this Policy, and will subject the employee to progressive discipline.
 - b. The second and any subsequent occasion in any two-year period in which a covered driver has a breath alcohol test result of 0.02 or greater, but less than 0.04, he/she will be immediately removed from work for a period of at least 24 hours. The time away from work may be considered vacation time or personal leave time, if such is available; otherwise, it will be considered leave of absence without pay. No further alcohol testing will be required prior to resuming work at the end of the 24-hour period. These occasions will be considered violations of this Policy, and will subject the employee to progressive discipline.
- 4) Covered drivers who have come forward and voluntarily entered into drug and/or alcohol evaluation and treatment programs shall not have that admission used as a step against them in progressive disciplinary proceedings.
 - 5) Any combination of verified positive drug and confirmed alcohol tests shall be treated under the drug discipline procedures.
 - 6) Under the City's own authority, any covered driver who has had a confirmed alcohol result of 0.04 or above shall be subject to progressive disciplinary procedures. Before returning to duty, they must agree to the following conditions:
 - a. First Incident
 - i) Meet all return to duty requirements of the FHWA
 - ii) In the event the Substance Abuse Professional does not specify any follow-up testing, shall undergo two (2) periodic unannounced drug and/or alcohol tests at

the discretion of the Human Resources Department within one (1) year of returning to duty. These tests will be conducted under City authority, in addition to any other required tests.

b. Second Incident

- i) Meet all return to duty requirements of the FHWA
- ii) In the event the Substance Abuse Professional does not specify any follow-up testing, shall undergo six (6) periodic unannounced drug and/or alcohol tests at the discretion of the Human Resources Department within one (1) year of returning to duty. These tests will be conducted under City authority, in addition to any other required tests.
- iii) Enter into a pre-dismissal hearing including a last chance agreement.

c. Third Incident

- i) Termination (a pre-dismissal hearing will be allowed.)

7) Under the City's own authority, any covered driver who has had a verified positive drug test shall be subject to progressive disciplinary procedures. Before returning to duty, he/ she must agree to the following conditions:

a. First Incident

- i) Meet all return to duty requirements of the FHWA
- ii) In the event the Substance Abuse Professional does not specify follow-up testing, the employee shall undergo six (6) periodic unannounced drug tests at the discretion of the Human Resources Department within one (1) year of returning to duty. These tests will be conducted in addition to any other required tests.

b. Second Incident

- i) Meet all return to duty requirements of the FHWA
- ii) Enter into a pre-dismissal hearing including a last chance agreement

c. Third Incident

- i) Termination (a pre-dismissal hearing will be allowed)

RETURN TO DUTY PROCEDURES

The following statements reflect the return to duty and follow-up testing requirements of the FHWA:

- 1) Covered drivers who have had alcohol test results of 0.04 or greater must be evaluated, undergo treatment, if required, and be recommended for return to work by the Substance Abuse Professional. A "return to duty" alcohol test with a result less than 0.02 is required prior to resumption of safety-sensitive or covered driving functions.
- 2) Covered drivers who have had verified positive drug tests must be evaluated, undergo treatment, if required, and be recommended for return to work by the Substance Abuse Professional. A negative "return to duty" drug test is required prior to resumption of safety-sensitive or covered driving functions.
- 3) Covered drivers may be subject to periodic unannounced follow-up alcohol and/or drug testing as determined by the Substance Abuse Professional who evaluated the employee. If the driver was found to need assistance in resolving his/her alcohol misuse or drug abuse problem, a minimum of six (6) such follow-up tests must be conducted during the twelve (12) months following the driver's return to duty.

RECORD KEEPING PROCEDURES

The City's Human Resources Department will maintain drug testing records in a secure filing system, separate from the City Personnel files, with information available only on a "need to know" basis.

A driver is entitled, upon written request, to obtain copies of any records concerning his/her use of alcohol or controlled substances. Requests for such information may be directed to the Human Resources Department or to the City drug testing management service (see Appendix D)

Information regarding an individual's drug test results or rehabilitation may be released only upon written consent of the individual, except:

- 1) Such information must be released to the Secretary of Transportation, any DOT agency, or any state or local officials with regulatory authority over the employer or any of its drivers.
- 2) Such information may be disclosed in a lawsuit, grievance, or other proceeding initiated by or on behalf of the covered driver and

arising from an alcohol test and/ or a verified positive drug test or from The City's determination that the driver engaged in conduct prohibited by FHWA regulations.

- 3) When requested by the National Transportation Safety Board as part of an accident investigation, The City will disclose information regarding post-accident alcohol and/or drug testing.

The City shall release information regarding a covered driver's records to a subsequent employer upon receipt of a specific written request authorizing release of the records to an identified person.

Record Retention

The following schedule of record keeping will be maintained by the Human Resources Department and his/her authorized agents:

- Negative and canceled drug test records; records of alcohol test results less than 0.02 1 year
- Specimen collection/alcohol test records; records of supervisor training 2 years
- Records of verified positive drug test results; alcohol test results of 0.02 or greater; refusals to be tested for drugs and/or alcohol; SAP evaluations and referrals 5 years
- Documentation of EBT calibration 5 years
- Calendar year record of total number of employees tested and the results of tests 5 years

INFORMATIONAL RESOURCES

Information on this Policy and associated procedures is available Monday through Friday, from 8 a.m. until 5 p.m. from:

Human Resources Department
Telephone: (503) 722-3426

Questions may also be addressed directly to The City's drug testing management service (see Section D).

Section A
Definition of Terms

For the purposes of this Policy, the following definitions apply.

Accident:

Reportable accident (covered drivers): An accident involving a commercial motor vehicle in which:

- a. A fatality occurred; OR
- b. The driver received a citation for a moving traffic violation AND a person involved in the accident needed medical care away from the scene of the accident; OR
- c. The driver received a citation for a moving traffic violation AND one or more vehicles involved in the accident needed to be towed from the scene of the accident; OR
- d. As described in Appendix E for The City's covered employees.

Alcohol: Ethyl alcohol or ethanol

Human Resources Manager: Designated Manager with responsibility for implementing The City's Drug and Alcohol Testing Policy.

Blind Sample: A urine specimen submitted to a laboratory for quality control testing purposes, with a fictitious identifier, so that the laboratory cannot distinguish it from employee specimens, and which is spiked with known quantities of specific drugs or which is blank, containing no drugs.

Breath Alcohol Technician: An individual who has been trained to proficiency in the operation of the evidential breath testing device he/she is using as required under 49 CFR Part 40.

Breath Alcohol Testing Site: A location which affords visual and aural privacy for the performance of breath alcohol testing. No unauthorized person shall be permitted access to the breath alcohol testing site when the evidential breath testing device is unsecured or at any time when testing is being conducted. In unusual circumstances, e.g. after an accident when a test must be conducted outdoors, the breath alcohol technician must provide visual and aural privacy to the greatest extent practicable.

CFR: United States Code of Federal Regulations

Chain of Custody: Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection

to final disposition of the specimen. These procedures shall require that an appropriate drug testing custody form from a Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory be used from time of collection to receipt by the laboratory.

Collection Site: A designated clinic/facility where applicants or employees may present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.

Collector: A person who instructs and assists applicants and employees through the urine specimen collection process.

Confirmation Test: A second analytical drug testing procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GC-MS) is the only authorized confirmation method for DOT mandated drug testing.

Controlled Substances: Substances listed on Schedules I through V in 21 U.S.C. 802 as they may be revised from time to time (21 CFR 1308). Controlled substances include illicit drugs and drugs which may be authorized for use by a physician or dentist for certain medical uses, but which are subject to misuse or abuse.

City: City of Gladstone

Covered Driver: Individual who is required to hold a Commercial Driver's License (CDL) for his/her job with The City and who is subject to drug testing under Federal Highway Administration, Department of Transportation regulations (49 CFR Parts 40 and 382).

DOT: United States Department of Transportation

The City: The City of Gladstone

FHWA: Federal Highway Administration

GVWR: Gross Vehicular Weight Rating; size criterion for determining classification of a commercial motor vehicle under federal regulations.

Initial or Screening Test: An immunoassay screen to eliminate "negative" urine specimens from further consideration.

Medical Review Officer (MRO): A licensed doctor of medicine or osteopathy with knowledge of drug abuse disorders and drug testing who is responsible for

reviewing and verifying drug testing results prior to their communication to the Human Resources Department.

Negative Drug Test: A test in which initial or confirmation testing under DOT procedures did not show evidence of a prohibited drug in an employee's or applicant's system above established levels; OR, a test which is verified as negative by the MRO (e.g. review showed positive test was due to prescription medication or other authorized use of controlled substance).

NIDA: National Institute on Drug Abuse. Formerly the agency under the U.S. Department of Health and Human Services responsible for certifying laboratories to perform federal workplace drug testing. This function is now performed by the Substance Abuse and Mental Health Services Administration (SAMHSA).

On Duty: Under this policy, a covered driver is "on duty" when he/she is at work and ready to perform safety-sensitive functions, e.g. qualified and available to drive a commercial motor vehicle.

Positive Drug Test: A urine drug test result which indicates the presence of controlled substances beyond the cut-off levels specified by 49CFR Part 40.

Confirmed Positive Drug Test: A positive drug test which has undergone an initial "screening" test AND a confirmation test which validates the first result. Drug tests are confirmed by the SAMHSA certified laboratory which performs the analyses.

Verified Positive Drug Test: A confirmed positive drug test (see above) after investigation by the MRO, who has determined that no legitimate explanation exists for the presence of the controlled substance that was detected.

Prohibited Drugs: Marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines.

Random Testing: Computerized random selection and testing for drugs in which each person in the computer data base has an equal chance of selection each time a selection occurs, in accordance with regulatory requirements.

Reasonable Suspicion: Observations of an employee's condition or performance that indicate possible drug or alcohol use. Examples include deteriorating work performance, poor attendance, tardiness, appearance (including, for example, noticeable odor of an alcoholic beverage), behavior, or speech of the employee.

Refusal to Submit: Refusal by an individual to provide a urine or breath specimen after receiving notice of the requirement to be tested in accordance with this Policy.

Safety Sensitive Functions: Ready to perform, performing, or just finished performing, the following duties: waiting to be dispatched, inspecting equipment, driving, loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate a vehicle, repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

SAMHSA: Substance Abuse and Mental Health Services Administration, a division of the US Department of Health and Human Services (DHHS) which is responsible for certifying laboratories to perform federal workplace drug testing. Formerly, the National Institute on Drug Abuse (NIDA).

Screening or Initial Test: immunoassay screen to eliminate “negative” urine specimens from further consideration.

Split Specimen Collection Procedure: A collection procedure in which a urine specimen is divided or “split” between two shipping bottles, both of which are transported to the testing laboratory.

Split Test: If the results of the initial screening and confirmation tests of the “primary” specimen are positive, the “split” specimen may be tested at another qualified laboratory.

Substance Abuse Professional: Under DOT regulations, individuals who may serve as substance abuse professionals include:

- * licensed physicians (Medical doctors or Doctors of Osteopathy) or
- * Licensed or certified psychologists, social workers, employee assistance professionals, or addiction counselors (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders.

Under this Policy, the Human Resources Department will inform employees or applicants who are found to have violated the alcohol prohibitions or who have had verified positive drug tests of qualified Substance Abuse Professionals in the local area.

Section B

Uneventful Collection Scenario

Under this Policy, drug testing specimens will be collected according to federal workplace drug testing requirements (49 CFR Part 40). The following is a brief summary of the collection procedure. Further details are available from the City drug testing management service (see Section D).

This process is for a standard collection with no unusual situations or anomalies. The collector should complete this standard collection utilizing the Federal Custody and Control Form. A summary of the collection procedures is listed below.

Preliminary Steps 49 CFR 40.61

- Positively identify the employee to be tested.
- Provide collector identification to the employee, if requested.
- Explain the basic collection procedure to the employee and show the employee the instructions on the back of the CCF.
- Direct the employee to remove outer clothing (coveralls, jacket, coat, and hat) and leave these garments and briefcase, purse or other personal belonging with the collector or in a mutually agreeable location.
- Direct the employee to empty his/her pockets and display the items in them.
- Instruct the employee not to list medications that he/she is currently taking on the CCF.

Collection Steps (Prior to Collecting the Urine Specimen) 49 CFR 40.63

- Complete Step 1 of the CCF.
- Instruct the employee to wash and dry his/her hands and instruct the employee not to wash his/her hands again until after delivering the specimen to the collector.
- Select, or allow the employee to select, an individually wrapped or sealed collection container. Either the collector or employee, with both present, must unwrap or break the seal of the collection container.
- Direct the employee to go into the room used for urination, provide a specimen of at least 45 mL, not flush the toilet and return to the collector with the specimen as soon as the void is complete.

Checking the Urine Specimen 49 CFR 40.65

- Sufficiency of specimen – Ensure that the specimen contains at least 45 mL of urine.
- Temperature – Check the temperature of the specimen no later than 4 minutes after the employee is given the specimen to ensure it is within the acceptable range of 90-100 degrees Fahrenheit. Mark the “yes” box on the CCF (Step 2) to indicate the specimen is within the acceptable range.
- Signs of tampering – Inspect the specimen for unusual color, presence of foreign objects or materials, or other signs of tampering.

Preparing the Specimens 49 CFR 40.71

- Check the box on the CCF (Step 2) to indicate a split specimen collection.
- Pour at least 30 mL of urine from the collection container into one specimen bottle, to be used for the primary specimen. (The specimen bottles must be unwrapped in the employee’s presence).
- Pour at least 15 mL of urine from the collection container into the second specimen bottle, to be used for the split specimen.
- Place and secure the lids/caps on the bottles.
- Seal the bottles by placing the tamper-evident bottle seals.
- Write the date on the tamper-evident bottle seals.
- Ensure that the employee initials the tamper-evident bottle seals for the purpose of certifying that the bottles contain the specimens he/she provided.

Completing the Collection Process 49 CFR 40.73

- Direct the employee to read and sign the certification statement on Copy 2 (Step 5) of the CCF and provide date of birth, printed name and day and evening contact telephone numbers (See attached sample CCF for reference).
- Complete the chain of custody on the CCF (Step 5) by printing your (the collector’s) name (this may be pre-printed), recording the time and date of the collection, signing the statement, and entering the name of the delivery service transferring the specimen to the laboratory (See attached sample CCF for reference).
- Ensure that all copies of the CCF are legible and complete.
- Remove the Copy 5 of the CCF and give it to the employee.
- Place the specimen bottles and Copy 1 of the CCF in the appropriate pouches of the plastic bag.
- Secure both pouches of the plastic bag.
- Advise the employee that he/she may leave the collection site.
- Prepare the sealed plastic bag for shipment to the laboratory by placing it in a shipping container and sealing the container, or prepare it for shipment as

directed by the courier service if a laboratory courier will hand-deliver the specimen from the collection site to the laboratory.

- Send Copy 2 of the CCF to the MRO and Copy 4 to the DER within 24 hours or during the next business day. Retain Copy 3 for at least 30 days, unless otherwise specified by DOT agency regulations.
- Ensure that the specimen is shipped to the laboratory within 24 hours or during the next business day.

Section C

Breath Alcohol Testing Procedures

Under this Policy, breath alcohol testing will be performed according to federal workplace alcohol testing requirements (49 CFR Part 40). The following is a brief summary of the breath testing procedure.

- 1) **Timing of Breath Alcohol Tests:** Alcohol testing may occur any time a covered driver is on duty (see Appendix A for definitions of these terms). Testing will also be performed as part of the application process; applicants will be given adequate notice of this requirement prior to testing. Testing will occur at breath testing sites designated by the Wolfgang Assoc., drug testing management service (see Appendix D).
- 2) **Scope of Breath Alcohol Tests**
 - a. Breath alcohol testing procedures will conform to federal workplace alcohol testing requirements (49 CFR Part 40).
 - b. Testing will be performed only by qualified Breath Alcohol Technicians (see Appendix A, "Definition of Terms") using evidential breath alcohol testing devices listed on the Conforming Products List of the Nation Highway Traffic Safety Administration.
 - c. Testing locations will afford visual and aural privacy to the employee being tested, and unauthorized persons will be excluded from the testing area. Under post-accident conditions, privacy will be provided to the greatest extent practicable.
- 3) **Employee Signatures Required:** Employees will be required to sign the Breath Alcohol Test Form prior to and following the completion of the alcohol test. Refusal to sign Step 2 of the Form will be considered refusal to test.

4) Screening Alcohol Test

- a. The Breath Alcohol Technician (BAT) will show the employee the test number associated with his/her test on the display of the Evidential Breath Testing device (EBT) prior to performing the test. (The BAT will also show the employee the test result on the EBT display after the test.) The BAT will follow DOT requirements (49 CFR Part 40) in handling any discrepancies between the displayed and printed test information.
- b. Each breath test will be conducted with a new, individually-sealed mouthpiece. The employee will be instructed to take a deep breath and to blow into the mouthpiece of the EBT until the BAT says to stop.
- c. The test result will be printed on, or attached to the back of, the Alcohol Test Form.
- d. If the employee is unable after repeated attempts to provide an adequate breath sample, the BAT will document his or her efforts to conduct the test and notify the Human Resources Department or his/her designated representative by telephone.
- e. If the screening alcohol test result is less than 0.02, no further testing will be conducted. The result will be reported to the Human Resources Department by a copy of the Breath Alcohol Test Form.
- f. Any screening alcohol test with a result of 0.02 or above will be confirmed by a confirmatory breath test.

5) Confirmatory Test

- a. The BAT will instruct the individual being tested not to smoke, use mouthwash, drink, eat, or otherwise put any object or substance in his/her mouth for a period of 15 minutes.
- b. Within 20 minutes of the completion of the screening test, the BAT will conduct a confirmatory breath test in the same manner as described above ("Screening Test"), except that an "air blank" must be conducted prior to the test. The result will be printed on, or attached to the back of, the Alcohol Test Form.

- c. If the confirmatory alcohol test result is less than 0.02, no further testing will be conducted. The test results will be reported to the Human Resources Department by a copy of the Breath Alcohol Test Form.
 - d. If the confirmatory alcohol test result is 0.02 or greater, the BAT will immediately notify the Human Resources Department or his/her designated representative by telephone. A copy of the Alcohol Test Form will then be forwarded to the Human Resources Department.
- 6) **Results Reporting:** All test results will be transmitted in a confidential manner, with safeguards to prevent the disclosure of information to unauthorized persons.

Further details concerning the procedures for performing breath alcohol testing are available from the drug testing management service and/or the Human Resources Manager (see Section A and Section D).

**Section D
Service Providers**

The City needs to verify the following information is correct for drug testing. If not, then the current information should be inserted before execution and the person who is preparing the signature agreement should make these changes before the December Council Meeting

DRUG AND ALCOHOL TESTING MANAGEMENT SERVICE

The City's drug testing management service is:

WorkSAFE Service, Inc.
744 Hawthorne Avenue NE
Salem, OR 97301-4657
(503) 391-9363

This organization is responsible for overseeing compliance of agents of The City with federal regulations, including interacting with specimen collection and alcohol testing agents, designated drug testing laboratories and Medical Review Officers. It also performs random selections, submits blind specimens on behalf of the City, and maintains records as required by federal regulations.

MEDICAL REVIEW OFFICERS

Medical Review Officer services are provided through WorkSAFE Services, Inc. at the address shown above. The physicians with whom employees would speak in the event of a positive drug test result are:

Dr. Kirby Griffin

DRUG TESTING LABORATORIES

THE City will use drug testing laboratories which are SAMHSA-certified, as required by federal drug testing regulations. The primary laboratory on the effective date of this Policy is:

Oregon Medical Laboratory

The City drug testing management service may arrange for the services of a different certified drug testing laboratory in order to best serve the interests of the City.

SUBSTANCE ABUSE PROFESSIONALS

Under this Policy, covered employees who refuse testing, have alcohol test results of 0.04 or greater, and/or have verified positive drug test results must be referred by the Human Resources Department to a Substance Abuse Professional for evaluation. The City will maintain a list of such qualified individuals in its geographic area and make this list available to covered drivers as needed.

The City drug testing management service will assist the City in locating Substance Abuse Professionals in the driver's community upon request.

Section E
Post Accident Testing

Under the City's own authority, any covered driver, employed by the City, directly involved in an injury accident on the job (an injury of a serious nature requiring professional medical care) or is involved in an accident while operating City equipment (resulting in property damage in excess of \$400.00) may be required to undergo drug and /or alcohol testing. Data derived from this test will be used as a tool in the overall evaluation of the incident.

Determination of when testing is necessary shall be made by the Human Resources Manager. All post accident testing and procedures shall be consistent with FHWA Regulations.

City of GLADSTONE

Date: July 3, 2013

To: Mayor and City Council

From: Pete Boyce, City Administrator

Re: Library Director



Irene Green was an applicant for the library director position prior to City Council requesting a bid from a private company to operate the Gladstone Library which put the recruitment on hold. The applicants had gone through an initial interview by the City Administrator and the Assistant City Administrator. Ms. Green was the only applicant scheduled to move on to the next step in the process, interview by committee.

Following City Council's decision to seek the bid from LSSI to operate the library Ms. Green agreed to serve in the capacity as Acting Library Director. Ms. Green's job performance has been exceptional. As such I am recommending that City Council consider ratifying my decision to promote Ms. Green to the position of Library Director. I understand that this is a departure from past department head recruitments but the on-the-job performance of Ms. Green has made me comfortable with her ability to serve the City in this capacity.

Should City Council decide not to ratify my request the City would commence a new recruitment.

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

City of Gladstone

Month: June 2013

Payroll	6/28/13	Check	# 73566 - 73622	31,730.06	Payroll
	6/28/13	Direct Deposit		139,693.73	Direct Depo
				171,423.79	Total

Manual/ Machine/ Month End Checks

6/4/13	Check	# 73442 - 73443	903.00	
6/12/13	Check	# 73557	425.40	
6/18/13	Check	# 73558 - 73559	167,125.46	
6/21/13	Check	# 73560 - 73565	84,390.44	
6/28/13	Check	# 73623 - 73646	29,421.29	
			282,265.59	Total

Urban Renewal Checks

6/28/13	Check	# 5460	15,000.00	UR
			15,000.00	Total

Outstanding Invoices

07/10/13	Check	Preliminary	114,902.21	Total
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June Monthly 583,591.59 Total

Council Approval



JELB

Payroll

G/L Distribution Report

User: anderson
Batch: 00001.06.2013 COMPUTER
City of Gladstone



Account Number	Debit Amount	Credit Amount	Description
Section 1 001	GENERAL FUND		
Section 2 000			
001-000-140000	73,511.58	0.00	CASH IN BANK
001-000-290000	0.00	139,693.73	DIRECT DEPOSIT LIABILITIES
001-000-290001	0.00	28,912.17	FEDERAL WITHHOLDING W/H
001-000-290002	0.00	39,340.44	SOCIAL SECURITY W/H
001-000-290003	0.00	16,502.94	STATE TAX W/H
001-000-290004	0.00	273.58	WBF WORKDAY ASSESS
001-000-290005	0.00	1,285.61	UNEMPLOYMENT
001-000-290007	0.00	1,835.10	TRI-MET TAX
001-000-290008	0.00	1,142.38	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	1,988.37	UNION DUES W/H
001-000-290105	0.00	8,266.12	DEFERRED COMP W/H
001-000-290108	0.00	115.72	LIFE INSURANCE/PU
001-000-290111	0.00	34,007.77	RETIREMENT/PERS
001-000-290112	0.00	3,743.30	RETIREMENT
001-000-290114	0.00	1,025.00	FIREFIGHTER HOUSE DUES
001-000-290115	0.00	952.96	DISABILITY INSURANCE
001-000-290124	0.00	1,958.40	VEBA HEALTH CONTRIBUTIONS
001-000-290125	0.00	336.66	SECTION 125 FLEX HEALTH
Section 2 Total:	73,511.58	339,614.02	
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	4,791.60	0.00	ADMIN SECRETARY/REC COORDINATO
001-021-102000	4,554.66	0.00	ACCOUNT CLERK (FINANCE)
001-021-102500	11,675.00	0.00	PAYROLL COSTS
Section 2 Total:	37,329.98	0.00	
Section 2 022	MUNICIPAL COURT		
001-022-102500	3,020.92	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	2,117.64	0.00	ASSISTANT COURT CLERK
Section 2 Total:	9,781.66	0.00	
Section 2 024	POLICE DEPARTMENT		
001-024-102500	38,116.77	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	5,250.00	0.00	POLICE OFFICER
001-024-143500	5,890.65	0.00	POLICE OFFICER
001-024-144000	5,553.30	0.00	POLICE OFFICER
001-024-144500	5,890.65	0.00	POLICE OFFICER
001-024-145000	5,109.97	0.00	POLICE OFFICER
001-024-146000	5,397.60	0.00	POLICE OFFICER
001-024-150000	3,653.00	0.00	POLICE RECORDS CLERK
001-024-152500	4,819.41	0.00	OVERTIME
001-024-152600	1,367.61	0.00	TRAINING OVERTIME
Section 2 Total:	121,729.54	0.00	
Section 2 025	FIRE DEPARTMENT		
001-025-102500	5,560.78	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	17,552.32	0.00	ON-CALL REIMBURSEMENT
Section 2 Total:	30,841.47	0.00	
Section 2 026	PARK DEPARTMENT		
001-026-102500	3,076.17	0.00	PAYROLL COSTS
001-026-190000	659.09	0.00	PUBLIC WORKS SUPERVISOR
001-026-190500	4,640.00	0.00	UTILITY WORKER, JOURNEY
Section 2 Total:	8,375.26	0.00	
Section 2 027	RECREATION DEPARTMENT		
001-027-102500	306.84	0.00	PAYROLL COSTS
001-027-201000	1,424.79	0.00	PLAYGROUND AIDES
001-027-201500	1,975.60	0.00	FIELD MAINTENANCE CREW
Section 2 Total:	3,707.23	0.00	

Account Number	Debit Amount	Credit Amount	Description
Section 2 028	SENIOR CENTER		
001-028-102500	5,181.96	0.00	PAYROLL COSTS
001-028-208500	5,834.00	0.00	SENIOR CENTER MANAGER
001-028-209500	1,993.08	0.00	TRAM DRIVER
001-028-210000	904.06	0.00	OFFICE ASSISTANT
001-028-210500	2,061.07	0.00	NUTRITION CATERER
Section 2 Total:	15,974.17	0.00	
Section 2 029	LIBRARY		
001-029-102500	10,215.86	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	572.40	0.00	LIBRARY AIDE
001-029-223500	2,653.72	0.00	ON CALL LIB ASSISTANT
Section 2 Total:	38,363.13	0.00	
Section 1 Total:	339,614.02	339,614.02	
Section 1 003	SEWER FUND		
Section 2 000	LIBRARY		
003-000-140000	0.00	19,020.20	CASH IN BANK
Section 2 Total:	0.00	19,020.20	
Section 2 003	SEWER DEPARTMENT		
003-003-102500	5,918.72	0.00	PAYROLL COSTS
003-003-300300	2,306.85	0.00	PUBLIC WORKS SUPERVISOR
003-003-300700	2,389.61	0.00	UTILITY WKR, JOURNEY/MAINT TECH
003-003-301000	4,760.05	0.00	UTILITY WORKER
003-003-301200	3,644.97	0.00	ACCOUNT CLERK
Section 2 Total:	19,020.20	0.00	
Section 1 Total:	19,020.20	19,020.20	
Section 1 004	WATER FUND		
Section 2 000	SEWER DEPARTMENT		
004-000-140000	0.00	21,644.69	CASH IN BANK

Account Number	Debit Amount	Credit Amount	Description
Section 2 Total:	0.00	21,644.69	
Section 2 004	WATER DEPARTMENT		
004-004-102500	6,734.73	0.00	PAYROLL COSTS
004-004-400300	1,977.31	0.00	PUBLIC WORKS SUPERVISOR
004-004-400700	2,389.59	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	1,216.66	0.00	OVERTIME
Section 2 Total:	21,644.69	0.00	
Section 1 Total:	21,644.69	21,644.69	
Section 1 005	ROAD & STREET FUND		
Section 2 000	WATER DEPARTMENT		
005-000-140000	0.00	11,157.67	CASH IN BANK
Section 2 Total:	0.00	11,157.67	
Section 2 005	STREET DEPARTMENT		
005-005-102500	3,298.53	0.00	PAYROLL COSTS
005-005-501500	1,647.75	0.00	PUBLIC WKS SUPERVISOR
005-005-502000	5,011.20	0.00	UTILITY WORKER, JOURNEY
005-005-502300	1,111.36	0.00	SEASONAL HELP
005-005-502500	88.83	0.00	OVERTIME
Section 2 Total:	11,157.67	0.00	
Section 1 Total:	11,157.67	11,157.67	
Section 1 008	POLICE/COMMUNC LEVY FUND		
Section 2 000	STREET DEPARTMENT		
008-000-140000	0.00	45,036.62	CASH IN BANK
Section 2 Total:	0.00	45,036.62	
Section 2 008	POLICE/COMMUNC LEVY DEPT		
008-008-102500	14,292.96	0.00	PAYROLL COSTS
008-008-143500	5,120.20	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

Account Number	Debit Amount	Credit Amount	Description
008-008-803000	1,994.78	0.00	OVERTIME
Section 2 Total:	45,036.62	0.00	
Section 1 Total:	45,036.62	45,036.62	
Section 1 009	FIRE/EMERG SERVICES LEVY FUND		
Section 2 000	POLICE/COMMUNC LEVY DEPT		
009-000-140000	0.00	8,382.46	CASH IN BANK
Section 2 Total:	0.00	8,382.46	
Section 2 009	FIRE/EMERG SERVICES DEPT		
009-009-102500	2,685.98	0.00	PAYROLL COSTS
009-009-900500	5,437.64	0.00	VOLUNTEER FIRE COORDINATOR
009-009-901500	258.84	0.00	CONTRACT SERVICES
Section 2 Total:	8,382.46	0.00	
Section 1 Total:	8,382.46	8,382.46	
Report Total:	444,855.66	444,855.66	

JELLY

Clearing House

Distribution Report

User: anderson
Printed: 06/25/2013 - 12:00PM
Batch: 00001.06.2013



Account Number	Debit	Credit	Account Description
001-000-140000	0.00	139,693.73	CASH IN BANK
001-000-290000	139,693.73	0.00	DIRECT DEPOSIT LIABILITIES
	<hr/>	<hr/>	
	139,693.73	139,693.73	
	<hr/>	<hr/>	
Report Totals:	139,693.73	139,693.73	
	<hr/>	<hr/>	

Bank Reconciliation

Checks by Date

User: anderson
Printed: 07/02/2013 - 8:54AM
Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
73442	6/4/2013	Gladstone Chautauqua Festival		AP		800.00
73443	6/4/2013	Gladstone Municipal Court		AP		103.00
Total Check Count:						2
Total Check Amount:						903.00

Bank Reconciliation

Checks by Date

User: anderson
Printed: 07/02/2013 - 8:57AM
Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
73557	6/12/2013	Midwest Tape		AP		425.40
73558	6/18/2013	Clackamas, County of		AP		9,029.83
73559	6/18/2013	US Bank National Assoc		AP		158,095.63
73560	6/21/2013	CIS/EBS Trust		AP		53,996.56
73561	6/21/2013	Clackamas Fed. Cred.Union		AP		6,728.52
73562	6/21/2013	Gladstone Municipal Court		AP		197.84
73563	6/21/2013	Metereaders		AP		1,965.04
73564	6/21/2013	North Clackamas County		AP		20,312.11
73565	6/21/2013	US Postal Service		AP		1,190.37
Total Check Count:						9
Total Check Amount:						251,941.30

Bank Reconciliation

Checks by Date

User: anderson
Printed: 07/02/2013 - 8:59AM
Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
73623	6/28/2013	Baker & Taylor In		AP		1,795.00
73624	6/28/2013	Belooof & Haines		AP		3,000.00
73625	6/28/2013	Cascade Form Systems		AP		741.14
73626	6/28/2013	Cash and Carry Smart Foodsrvc		AP		45.07
73627	6/28/2013	Comcast Cable		AP		124.85
73628	6/28/2013	Comcast Cable		AP		104.85
73629	6/28/2013	Comcast Cable		AP		6.30
73630	6/28/2013	Sandra Dvorak		AP		375.00
73631	6/28/2013	Axa Equitable/Equi-Vest		AP		8,166.12
73632	6/28/2013	Axa Equitable RIA		AP		3,505.59
73633	6/28/2013	Axa Equitable/EVLICO		AP		237.71
73634	6/28/2013	Gladstone Vol Fire Dept		AP		1,025.00
73635	6/28/2013	Green, Irene		AP		649.31
73636	6/28/2013	Integra Telecom		AP		1,021.53
73637	6/28/2013	Sprint		AP		390.70
73638	6/28/2013	Northwest Natural		AP		27.39
73639	6/28/2013	Office Of The Trustee		AP		640.00
73640	6/28/2013	Oregon AFSCME Council #75		AP		898.85
73641	6/28/2013	Oregon, State of		AP		140.00
73642	6/28/2013	Petty Cash for benefit of		AP		45.11
73643	6/28/2013	Purchase Power		AP		1,000.00
73644	6/28/2013	US Bank		AP		4,443.87
73645	6/28/2013	JAMES FINCH		AP		66.91
73646	6/28/2013	US Postal Service		AP		970.99

Total Check Count: 24

Total Check Amount: 29,421.29

Bank Reconciliation

Checks by Date

User: anderson
Printed: 07/02/2013 - 9:06AM
Cleared and Not Cleared Checks

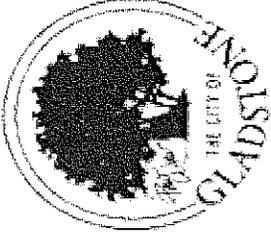


Check No	Check Date	Name	Comment	Module	Clear Date	Amount
5460	6/28/2013	City of Gladstone		AP		15,000.00
Total Check Count:						1
Total Check Amount:						15,000.00

Accounts Payable

Outstanding Invoices

User: anderson
 Printed: 7/2/2013 - 9:14 AM
 Date Range: 07/10/2013 to 07/10/2013
 Date Type: Current



Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
Vndor 00345M				Alliance Entertainment				
001-029-231500	-13.75	RJB3310231	06/30/2013	Alliance/Non Print				07/10/2013
001-029-231500	304.95	PLS63107123	07/01/2013					07/10/2013
Vendor Total:	291.20							
Vndor 00367A				Amazon/Purchases				
001-029-231500	12.99	034989245302	06/30/2013					07/10/2013
001-029-230500	16.57	010109485928	06/30/2013					07/10/2013
001-029-231500	41.24	010109485928	06/30/2013					07/10/2013
001-029-230500	67.72	010106660024	06/30/2013					07/10/2013
001-029-230500	92.67	048190417386	06/30/2013					07/10/2013
001-029-230500	109.45	048196374461	06/30/2013					07/10/2013
001-029-230500	22.59	240747010379	06/30/2013					07/10/2013
001-029-230500	26.65	256820513053	06/30/2013					07/10/2013
001-029-231500	11.15	05858354717	06/30/2013					07/10/2013
001-029-230500	12.99	056588668463	06/30/2013					07/10/2013
001-029-231500	89.39	034986013443	06/30/2013					07/10/2013
001-029-231500	28.98	053208017636	06/30/2013					07/10/2013
001-029-231500	63.99	296607759570	06/30/2013					07/10/2013
001-029-231500	1.49	223230681508	06/30/2013					07/10/2013
001-029-231500	24.99	263825276814	06/30/2013					07/10/2013
001-029-231500	41.77	204773973933	06/30/2013					07/10/2013
001-029-231500	28.98	170581596890	06/30/2013					07/10/2013
001-029-231500	241.65	232309930398	06/30/2013					07/10/2013
001-029-231500	93.74	232302239705	06/30/2013					07/10/2013
001-029-231500	87.84	283473222343	06/30/2013					07/10/2013
001-029-231500	18.86	051667227328	06/30/2013					07/10/2013
001-029-231500	204.59	226487008775	06/30/2013					07/10/2013
001-029-231500	59.94	078496981405	06/30/2013					07/10/2013
001-029-231500	37.48	152893416358	06/30/2013					07/10/2013
001-029-230500	9.66	056692922223	06/30/2013					07/10/2013
001-029-225500	23.10	268209429036	06/30/2013					07/10/2013
001-029-225500	14.99	268205635331	06/30/2013					07/10/2013

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
001-029-225500	39.89	169016920608	06/30/2013					07/10/2013
001-029-225500	10.74	256703704740	06/30/2013					07/10/2013
001-029-231500	37.04	256706621779	06/30/2013					07/10/2013
001-029-225500	130.07	139663008035	06/30/2013					07/10/2013
001-029-225500	8.01	125681896087	06/30/2013					07/10/2013
001-029-231500	23.99	144447194027	06/30/2013					07/10/2013
001-029-225500	109.98	161757198022	06/30/2013					07/10/2013
001-029-231500	10.73	082879633463	06/30/2013					07/10/2013
001-029-230500	19.58	290484897954	06/30/2013					07/10/2013
001-029-231500	220.95	125982798075	06/30/2013					07/10/2013
001-029-230500	34.48	171314619461	06/30/2013					07/10/2013
001-029-230500	57.06	171316526005	06/30/2013					07/10/2013
001-029-231500	269.39	171316526005	06/30/2013					07/10/2013
001-029-228500	21.52	181123907318	06/30/2013					07/10/2013
001-029-228500	29.95	19486860265	06/30/2013					07/10/2013
001-029-228500	29.63	163115093323	06/30/2013					07/10/2013
001-029-230500	48.60	183399392742	06/30/2013					07/10/2013
001-029-228500	48.97	040631004566	06/30/2013					07/10/2013
001-029-231500	14.96	021183994268	06/30/2013					07/10/2013
001-029-231500	30.34	250106734516	06/30/2013					07/10/2013
001-029-231500	25.99	066877964022	06/30/2013					07/10/2013
001-029-231500	54.07	097369123515	06/30/2013					07/10/2013
001-029-231500	34.99	209440323481	06/30/2013					07/10/2013
001-029-230500	-2.97	0073012CM-9H	06/30/2013					07/10/2013
001-029-230500	-1.00	213649397598	06/30/2013					07/10/2013
001-029-230500	-1.60	078491403714	06/30/2013					07/10/2013
001-029-230500	-1.00	213645382298	06/30/2013					07/10/2013
001-029-230500	-6.40	078494648289	06/30/2013					07/10/2013
001-029-230500	-22.98	078499558317	06/30/2013					07/10/2013
001-029-230500	-0.92	034988475886	06/30/2013					07/10/2013
001-029-230500	-0.02	078492979680	06/30/2013					07/10/2013
Vendor Total:	2,750.50							
Vendor 00405	American Library Assoc				Amer Library Assoc/Membership			
001-029-227500	125.00		06/30/2013					07/10/2013
Vendor Total:	125.00							
Vendor 00438	Alexin Analytical Laboratories				Alexin Labs/Water Tests			
004-004-408000	288.00	14247	06/30/2013					07/10/2013
Vendor Total:	288.00							
Vendor 00629M	Barbur, Scott N				Barbur/Atty Indigent Clients			
001-022-123500	90.00		07/01/2013					07/10/2013

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
Vendor Total:	90.00							
Vendor 00736				Beck Electric/Services				
001-025-175500	1,698.00	17513	06/30/2013					07/10/2013
Vendor Total:	1,698.00							
Vendor 01070M				Byers Septic Tank Service				
001-026-195500	350.00	1811	06/30/2013					07/10/2013
Vendor Total:	350.00							
Vendor 01170				Cascade Form Systems				
004-004-403500	682.50	9177	06/30/2013					07/10/2013
004-004-403500	640.93	9167	06/30/2013					07/10/2013
Vendor Total:	1,323.43							
Vendor 01234				CentreLearn Solutions LLC				
001-025-175000	2,457.95	509-003	06/30/2013					07/10/2013
Vendor Total:	2,457.95							
Vendor 01240				CESSCO Inc.				
005-005-504000	614.16	330819	06/30/2013					07/10/2013
Vendor Total:	614.16							
Vendor 01343A				Cintas Fas Lockbox				
001-021-110500	110.86	0173305897	06/30/2013					07/10/2013
005-005-507000	51.93	0173305897	06/30/2013					07/10/2013
001-028-212500	85.76	0173305897	06/30/2013					07/10/2013
Vendor Total:	248.55							
Vendor 01621				Clackamas, County of				
001-025-181900	6,684.63	38713	06/30/2013					07/10/2013
001-029-229000	4,768.55	38091	06/30/2013					07/10/2013
Vendor Total:	11,453.18							
Vendor 01825				Clipper International Inc				
001-029-230500	11.98	GLAD-061313	06/30/2013					07/10/2013
Vendor Total:	11.98							
Vendor 01838				Clyde/West Inc.				
005-005-504500	111.88	00231130	06/30/2013					07/10/2013
Vendor Total:	111.88							

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
Vendor 02731				Executive Copy & Printing				
001-021-113500	138.39	57164	06/30/2013	Executive Copy & Print/Folding				07/10/2013
Vendor Total:	138.39							
Vendor 02798				Factory Reps Co Inc				
001-026-195000	141.44	118565	06/30/2013	Factory Rep/Supplies				07/10/2013
Vendor Total:	141.44							
Vendor 02941				Fowler, H.D. Co. Inc.				
003-003-308000	210.15	13395072	06/30/2013	Fowler/Supplies				07/10/2013
003-003-308000	261.12	13396895	06/30/2013					07/10/2013
Vendor Total:	471.27							
Vendor 02971				Kroger/Fred Meyer Charges				
001-027-204000	15.96	393233	06/30/2013	Fred Meyer/Supplies				07/10/2013
Vendor Total:	15.96							
Vendor 03040				Cengage Learning Inc				
001-029-230500	229.52	99394467	06/30/2013	Cengage/Books				07/10/2013
001-029-230500	44.23	99357101	06/30/2013					07/10/2013
001-029-230500	85.57	99474640	06/30/2013					07/10/2013
001-029-230500	22.09	99475094	06/30/2013					07/10/2013
001-029-230500	45.48	99395396	06/30/2013					07/10/2013
001-029-230500	29.59	99394678	06/30/2013					07/10/2013
Vendor Total:	456.48							
Vendor 03307				Grainger, W W Inc				
001-025-175500	597.00	9168442805	06/30/2013	Grainger/Supplies				07/10/2013
Vendor Total:	597.00							
Vendor 03324N				Gray, Ronald L.				
001-022-125500	97.50	070113	06/30/2013	Gray/ProTem Judge				07/10/2013
Vendor Total:	97.50							
Vendor 03333P				Green, Irene				
001-029-228500	72.28	062713	06/30/2013	Green/Reimburse				07/10/2013
Vendor Total:	72.28							
Vendor 03765				Houston, Marc R				
001-025-180500	600.00	07/15-08/15	06/30/2013	Houston/Supervising Physician				07/10/2013
Vendor Total:	600.00							

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
Vendor 03818								
001-026-195500	336.22	1-675005	06/30/2013	Honey Buckets	Honey Buckets/Rest Rooms			07/10/2013
001-026-195500	93.00	1-677432	06/30/2013					07/10/2013
001-026-195500	93.00	1-681952	06/30/2013					07/10/2013
Vendor Total:	522.22							
Vendor 03931								
001-029-230500	1,250.00	72240936	06/30/2013	Ingram Library Services	Ingram/Books			07/10/2013
001-029-231500	31.89	72240936	06/30/2013					07/10/2013
001-029-230500	129.43	72274437	06/30/2013					07/10/2013
001-029-231500	47.50	72274437	06/30/2013					07/10/2013
001-029-230500	990.54	72183966	06/30/2013					07/10/2013
001-029-231500	85.21	72183966	06/30/2013					07/10/2013
001-029-230500	358.64	72235993	06/30/2013					07/10/2013
001-029-231500	52.48	72235993	06/30/2013					07/10/2013
001-029-230500	55.83	72221771	06/30/2013					07/10/2013
Vendor Total:	3,001.52							
Vendor 04094S								
001-029-229500	185.50	109558	06/30/2013	JanWay Company USA Inc	JanWay/Supplies			07/10/2013
Vendor Total:	185.50							
Vendor 04127								
001-029-228000	1,200.00	48	06/30/2013	JLM2	JLM2/Services			07/10/2013
Vendor Total:	1,200.00							
Vendor 04271								
001-025-180000	15.80	00073651	06/30/2013	Krueger Medical Services	Krueger Medical/Supplies			07/10/2013
Vendor Total:	15.80							
Vendor 04561P								
001-025-180000	528.94	637025	06/30/2013	Life-Assist Inc	Life Assist/Supplies			07/10/2013
001-025-180000	75.38	637100	06/30/2013					07/10/2013
Vendor Total:	604.32							
Vendor 04576								
001-029-228500	336.95	80086	06/30/2013	Lippman Co	Lippman/Supplies			07/10/2013
Vendor Total:	336.95							
Vendor 04606								
001-021-116000	1,451.96	9395	06/30/2013	Local Gov't Personnel Institut	Local Gov't Personnel/Negotiations			07/10/2013
001-024-161000	1,060.00	9395	06/30/2013					07/10/2013

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
Vendor Total:	2,511.96							
Vendor 04900				MidwestTape/Non Print				
001-029-231500	32.53	91059036	06/30/2013					07/10/2013
001-029-231500	475.76	91059038	06/30/2013					07/10/2013
001-029-231500	156.88	91059039	06/30/2013					07/10/2013
001-029-231500	12.59	91039090	06/30/2013					07/10/2013
001-029-231500	25.18	91039048	06/30/2013					07/10/2013
001-029-231500	17.99	91042586	06/30/2013					07/10/2013
Vendor Total:	720.93							
Vendor 05009				Motorola Solutions/Services				
001-025-177800	2,919.20	13964246	06/30/2013					07/10/2013
Vendor Total:	2,919.20							
Vendor 05399				Nicoli/Services				
003-003-308000	413.96	IR79644	06/30/2013					07/10/2013
Vendor Total:	413.96							
Vendor 05521				Northwest Natural				
001-025-177500	2.17	148988-9	06/30/2013					07/10/2013
Vendor Total:	2.17							
Vendor 05641				Oak Lodge Sanitary Dist.				
003-003-304000	60,191.28	23-155001 6/31	06/30/2013					07/10/2013
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Vendor 05675				Office Depot				
001-029-225500	115.52	660974431001	06/30/2013					07/10/2013
001-029-225500	2.79	660974432001	06/30/2013					07/10/2013
001-021-113000	183.00	663266877001	06/30/2013					07/10/2013
001-029-225500	56.10	651224281001	06/30/2013					07/10/2013
Vendor Total:	357.41							
Vendor 05679				Office Max				
001-021-113000	52.28	073051	06/30/2013					07/10/2013
001-022-124500	16.71	073051	06/30/2013					07/10/2013
001-027-204000	5.98	073051	06/30/2013					07/10/2013
001-027-204000	3.71	081766	06/30/2013					07/10/2013
001-027-204000	11.62	081763	06/30/2013					07/10/2013
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001-029-230500	55.84	549105	06/30/2013	Penworthy/Books				07/10/2013
Vendor Total:	55.84							
Vendor 06871A								
001-029-225500	57.90	5748646-JN13	06/30/2013	Pitney Bowes/Meter Machine				07/10/2013
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001-022-125000	115.80	5748646-JN13	06/30/2013					07/10/2013
001-024-157000	86.85	5748646-JN13	06/30/2013					07/10/2013
Vendor Total:	579.00							
Vendor 07204								
004-004-408500	163.00	513	06/30/2013	Providence Medical/Services				07/10/2013
Vendor Total:	163.00							
Vendor 07407								
001-029-231500	92.47	74743266	06/30/2013	Recorded Books/Supplies				07/10/2013
Vendor Total:	92.47							
Vendor 07510M								
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001-021-113000	133.58	89166812	06/30/2013					07/10/2013
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Vendor 08020								
005-005-518500	203.00	138304	06/30/2013	SME Solutions/Services				07/10/2013
Vendor Total:	203.00							
Vendor 08044								
005-005-504000	350.52	112798	06/30/2013	Sonsray/Services				07/10/2013
Vendor Total:	350.52							
Vendor 08086								
001-021-115500	7,200.00	INV25531	06/30/2013	Springbrook/Software				07/10/2013
Vendor Total:	7,200.00							
Vendor 08230								
001-025-184000	1,400.00	062713	06/30/2013	Steve's Scuba/Equipment				07/10/2013
001-025-179000	3,000.00	062713a	06/30/2013					07/10/2013
Vendor Total:	4,400.00							

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Vendor 08377 001-027-204000	13.58	06/26/13	06/30/2013	Taylor/Reimbursement				07/10/2013
Vendor Total:	13.58							
Vendor 08391M 001-022-123500	875.00	062113	06/30/2013	Teitleman/Atty Indigent Clients				07/10/2013
001-022-123500	875.00	061313	06/30/2013					07/10/2013
Vendor Total:	1,750.00							
Vendor 08530 005-005-504500	151.89	70954	06/30/2013	Top Industrial/Supplies				07/10/2013
Vendor Total:	151.89							
Vendor 08667 001-021-110500	132.00	139445	06/30/2013	2 Tone Comm/Services				07/10/2013
Vendor Total:	132.00							
Vendor 08685 001-029-225500	114.44	51560413	06/30/2013	Uline/Supplies				07/10/2013
Vendor Total:	114.44							
Vendor 08943A 001-025-177800	340.62	9706802345	06/30/2013	Verizon/Cellular Phone				07/10/2013
Vendor Total:	340.62							
Vendor 09036 001-029-234000	1,047.00	GOV7008	06/30/2013	Web Stores America/Purifier				07/10/2013
Vendor Total:	1,047.00							
Vendor 09257 001-021-113000	125.00	37731	06/30/2013	Williamette Valley Print/Services				07/10/2013
Vendor Total:	125.00							
Vendor 09281T 001-029-225000	59.85	0048103-IN	06/30/2013	Wilsonville Lock & Sec/Services				07/10/2013
005-005-507000	89.85	0048031-IN	06/30/2013					07/10/2013
Vendor Total:	149.70							

Account Number Amount Invoice No Inv Date Description Task Label Type PO Number Payment Date

Report Total:

114,902.21



CORRESPONDENCE

Peter Boyce

From: rose [mrosej47@comcast.net]
Sent: Monday, June 17, 2013 2:07 PM
To: Peter Boyce
Subject: Fw: Trespassing? on Taxlot 15000

forwarding another email from Fri 6/14/2013

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

From: rose
To: Peter Boyce
Sent: Friday, June 14, 2013 9:54 AM
Subject: Re: Trespassing? on Taxlot 15000

Please post this email asap to Additional Correspondence - city website

June 14, 2013

(corrected)

to: Pete Boyce, City Manager
Mayor Byers & City Council

cc: council meetings email list

fr: Rose Johnson

RE Temporary Contruction site - Lake Oswego Water Pipeline project
location: SEC Clackamas Blvd & Portland Ave

Pete & City Council:

During our 6/12/13 Historical Society meeting, we were informed that the City of Lake Oswego may be occupying city property.

There is a site map included in the June 18, 2012 "temporary construction easement" establishing Taxlot 15000 as the construction site, dated June 18, 2012. (See GCC packet 10/9/12 Page 6-6).

I inspected the property, and it does appear that one or both of the construction trailers, and part of the fence, are located in the "dead end" of Portland Avenue, not entirely on Taxlot 15000. See the site map, Exhibit B, Page 6-6, online page 59, GCC 10-9-12).

The second problem concerns the apparent obstruction of public access to the pedestrian right-of-way on Clackamas Blvd, and access for fishing from the shoreline and river below the water pipe construction site. That is, East of the old trolley bridge.

Is the city contemplating donating the property to Lake Oswego, mentioned in their letter dated 9/25/12 by Mary Henderson?

Probably, there will be more questions from other Gladstone citizens to come.
Perhaps you can investigate this? Let us know the outcome. Thank you.

5-2



REGULAR AGENDA



Gladstone Fire Department

July 2, 2013

To: Pete Boyce

Re: Purchase of a new Fire Engine Pierce Velocity Pumper replacing Engine 101 a 1973 Seagraves.

The Gladstone Fire Department is responsible for fire suppression and emergency services for approximately 4 square miles, with an approximate population of 12,000, we average 1500 calls for service per year, which includes fires, vehicle accidents, medical calls, public assist requests, mutual aid to other districts and water rescue calls. In responding to these calls we utilize two Engine Pumpers, one Ladder Truck and one Rescue. At times, it is not usual to have all equipment responding to different calls, at which time our reserve Engine 101 is moved into the station to respond. The reserve engine is also moved to the station to respond when front line equipment is in for service or repair.

The following is a list of present apparatus arranged by purchase date;

- Rescue 101 *Purchased in 2011 (2 years old)
 - Truck 106 *Purchased in 2007 (6 years old)
 - Engine 103 Purchased in 1996 (17 years old)
 - Engine 102 Purchased in 1991 (22 years old)
 - Engine 101 Purchased in 1973 (40 years old)
- *fully or partially paid through levy funds.

The average life span of a fire engine is 15 – 20 years of service with the last 5 - 10 years being spent as a reserve engine. Even with keeping up to date on service and repairs, vehicles reach a point where the maintenance becomes more extensive, frequent and costly. Engine 101 has served for 40 years, the last 10 years as a reserve engine. Presently Engine 101 does not meet NFPA nor OSHA standards. It will not pass the required pump test, repairs cannot be made due to its age. Updating to meet OSHA safety standards is not feasible due to vehicle structure, aside from of the cost. Maintaining our pumping capacity and equipment reliability is a large part of the City's ISO insurance rating and the protection of our citizens

In the planning for replacement of apparatus, the department has been increasing the general budget line item "Fire Apparatus and Equipment Reserve" by \$25,000 per year, less expenditures. When it became evident many years ago this allotment could not keep up with equipment replacement, the Fire Levy was passed to fund training staff and to accumulate additional funds for fire apparatus purchases. With the passing of the 2013-14 Budget \$550,000 has been allocated in the "Fire Levy Fund" for a new Engine. With the demise of Engine 101, the aging of our present front line engines and the increasing maintenance costs, it has become essential to replace Engine 101 at this time and move Engine 102 to reserve status.

I am recommending that the City Council at the July 9, 2013 City Council meeting, approve the purchase of a new fire engine, under the Public Cooperative Purchasing rules for an estimated \$510,000.

Sincerely,

Stan Monte
Fire Chief

City of GLADSTONE

Date: July 5, 2013

To: Mayor and City Council

From: Pete Boyce, City Administrator

Re: City Hall/Police Station/Library

This agenda item is intended to continue the discussion from City Council's last work session regarding the City Hall/Police Station and Library facilities. I have attached the same information provided at the work session. Staff is seeking direction from City Council.

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

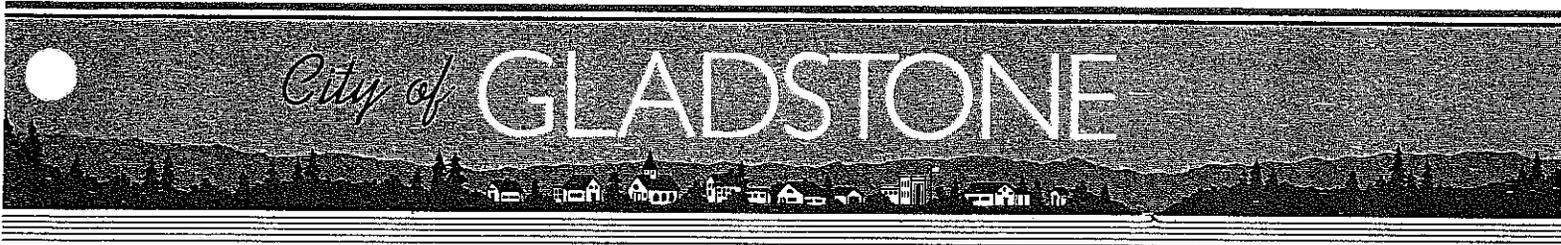
Police Department
535 Portland Avenue
Gladstone, OR 97027
(503) 656-4253
E-Mail: (last name)@
ci.gladstone.or.us

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



Date: June 20, 2013

To: Mayor and City Council

From: Pete Boyce, City Administrator 

Re: City Hall/Police Station/Library

In the packet I have included key reports from Group Mackenzie and Carlton Hart (with Professional Roof Consultants and TM Rippey Consulting Engineers) to outline estimated expenses associated with new construction of a City Hall/Police Station and current building renovation expenses. The Monday prior to the meeting I will e-mail additional information from Group Mackenzie regarding the estimated expense of constructing a library of 9,000 square feet and 13,000 square feet. I hope to have an in-depth discussion regarding options for the City.

City Hall
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E-Mail: municourt@ci.gladstone.or.us

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E-Mail: (last name)@ci.gladstone.or.us

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FAX: (503) 650-4840

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

City Hall/Police Station City Administrator Estimates

June 2013

New Construction

Description

Cost

Rebuild at current site \$6.5 million to \$7.9 million
 Build at Webster Site \$5.1 million to \$6.4 million

Funding Stay New Construction

	<u>Current Location</u>	<u>Webster Location</u>
Max Construction Cost	7,900,000	6,400,000
Appraised Value of Property	370,000	1,145,800
Total Project Expense	8,270,000	7,545,800
Less Land (sunk cost)	370,000	1,145,800
Less State Revenue Sharing Fund Cash	700,000	700,000
Less Urban Renewal Cash	1,000,000	1,000,000
Project Expense to Finance	6,200,000	4,700,000
Estimated Interest Expense	2,300,000	1,750,000

Estimates only. Actual amounts may differ.

Project Expense and Interest

10,570,000

Estimated UR Debt Service Payment
 Actual FY 2012 UR Tax Revenue
 Annual Debt Pay as % of UR Rev

570,000
 823,037
 69%

429,897
 823,037
 52%

15 year private loan. Voter approval required.

00-0

**City Hall/Police Station
City Administrator Estimates**

Stay in Current Building

<u>Work Description</u>	<u>Cost</u>
Roof and Building Envelope	680,000
Total Seismic Upgrade	640,000
Architectural Components of Renovation	1,603,500
Total Seismic Upgrade	2,923,500

Funding Stay in Current Building

	<u>Amount</u>
State Revenue Sharing Fund	700,000
Urban Renewal Fund	2,223,500

Current Cash

<u>Balance</u>	<u>Notes</u>
705,805	
2,693,837	

- *UR plan and boundary would need to be amended.
- *Would require public vote if cost above \$1 million.
- *City could choose roof & building envelope and not exceed \$1 million requiring a vote.
- *City could choose to complete in a phased approach.

GROUP
MACKENZIE

January 15, 2013

City of Gladstone
Attention: Peter Boyce, City Administrator
525 Portland Avenue
Gladstone, OR 97027

Re: **Gladstone City Hall and Police Department**
Preliminary Cost Analysis
Project Number 2120509.01

Dear Mr. Boyce:

Following completion of the Gladstone City Hall and Police Department Needs Assessment Report, and upon your request, we have prepared and provided the following high level cost projections for two possible scenarios for new construction of an approximately 18,000 square foot City Hall and Police Department facility. Note that these scenarios are preliminary in scope and reflect Group Mackenzie's professional experience with comparable facilities completed within the past ten years. These preliminary costs have been projected as a low and high range for each option to allow for construction, design, and unforeseen project variations and are being provided for preliminary planning only.

As it pertains to the Options A and B, the following assumptions have been taken into account in the development of each option:

Construction Cost:

- Scope includes construction for the building and site improvements.
- General conditions, bonds and insurance, overhead and profit, and design contingencies are included in the general construction cost.
- Construction duration is anticipated to take 10 to 12 months for Option A. 8 to 10 months for Option B.
- Construction type for each option is anticipated to consist of a masonry exterior envelope, structural steel framing, high performance glazing and roofing systems, and high efficiency mechanical, plumbing, and electrical systems.

Consultant Cost:

- Scope includes Architectural and Engineering (A/E) design and construction fees, owner's project manager fees, and allowances for marketing materials, topography, and boundary surveys, special inspections, and geotechnical services.
- A/E fees are assumed at 8-10% of construction costs and include reimbursables at 10% of the design fees.

RiverEast Center | 1515 SE Water Avenue, Suite 100 | Portland, OR 97214

P.O. Box 14310 | Portland, OR 97293

Tel: 503.224.9560 Web: www.grpmack.com Fax: 503.228.1285

Group
Mackenzie,
Incorporated

Architecture
Interiors
Structural
Engineering
Civil Engineering
Land Use Planning
Transportation
Planning
Landscape
Architecture

Locations:

Portland, Oregon
Seattle, Washington
Vancouver, Washington

City of Gladstone
Gladstone City Hall and Police Department
Project Number 2120509.01
January 15, 2013
Page 2

- Environmental services, hazardous material surveys, commissioning, and arborists services are excluded.

Owner Cost:

- Scope includes fixtures, furniture and equipment, Police duty lockers, compact shelving, moving allowance, and/or temporary facilities costs.
- Furniture, Fixtures, and Equipment includes costs for furniture, appliances, and signage.
- Permit fees have been excluded at the request of the City.
- LEED, commissioning, environmental impact charges, Bond fees, and off-site improvements are excluded.

Land Cost:

- Both options are on City owned property resulting in no additional cost.

The Low / High Estimate assumptions include:

- 10 % / 15% design contingency
- 1 % / 2% of construction cost for the owner's project manager
- 4 % / 6% contractor general conditions
- 1 % / 2% construction escalation

Option A: Existing City Hall and Police Department Site

Option A revolves around the evaluation of the existing 9,918 square foot, two-story City Hall and Police Department located at 525 Portland Avenue. The site itself is limited to the building foot print and five adjacent surface parking stalls currently utilized for police patrol vehicles. City Staff, Police, and the public are required to utilize street parking.

Based on the January 2, 2013 Needs Assessment Report, this option has been evaluated for a 18,000 square foot combined facility that would consist of demolition of the existing building and construction of a new facility. Due to the site constraints the new facility would comprise of a two and a half to three story structure over one level of surface parking that would be utilized to provide secure parking for police patrol and operations vehicles. Due to city zoning restriction for height allowances to exceed 35 feet would require a variance or exception. Based on the approximate size of the site and dependent on design developments, it is anticipated that the site could potentially house 15 to 20 parking stalls.

As part of this option the existing building would be demolished to allow for new construction. Due to the age of the existing facility it is highly probable that hazardous construction materials exist and would require remediation at the time of demolition. In addition, during demolition and construction of the new facility, City and Police staff and operations would be required to relocate and operate out of temporary facilities for duration of approximately 10 to 12 months.

City of Gladstone
Gladstone City Hall and Police Department
Project Number 2120509.01
January 15, 2013
Page 3

Advantages to maintaining City services at the existing site include the following.

- The site is City owned
- Maintaining City services within the downtown core
- Preserving community way finding for City services
- Site is flat and requires minimum site development
- Site contains required utilities necessary
- Site is located on a corner and is visually prominent
- Police emergency facilities are directly adjacent the Fire Department

Disadvantages to maintaining City services at the existing site include the following.

- The site is limited in size and cannot support the required parking needs of Police, City Staff, or the public without building on top of parking.
- Site restraints will require construction of a two and a half story facility to accommodate projected square footage growth, which increases construction cost.
- In order to accommodate and secure a portion of Police operational vehicles, the ground level will need to consist of below structure parking. This would begin to segregate Police and City functions with the upper stories and reduce effective public engagement, while increasing construction costs.
- The available floor plate size would require that the Police Department be split between floors, which can negatively affect operations.
- City staff and police operations would have to relocate and operate out of temporary facilities during demolition and construction. This will increase owner expenditures, while also disrupting public interaction.

Option A: Preliminary Costs

	<u>LOW</u>	<u>HIGH</u>
Construction Costs:	\$5,535,799	\$6,518,432
Consultant Costs:	\$603,234	\$931,241
Owner Costs:	\$381,188	\$542,344
Land Costs:	\$0	\$0
Total Project Costs Range:	\$6,520,221	\$7,992,017

Option B: Webster Site

Option B revolves around the evaluation of the City owned property located at North of 18275 Webster Road. The site itself appears to be large enough to support a single story facility with surface parking. Dependent on continued development for the library, there may be opportunities to co-locate facilities within the single site and share staff and public parking demands.

As with Option A, this option has been evaluated for 18,000 square foot combined facility that would consist of new construction of a new City Hall and Police Department. Due to the available site it is recommended that a single story facility with surface parking be evaluated to reduce development costs. It is recommended that the site, if further considered, be master planned to house the City Hall, Police Department, and Library on a single site. As part of this option, development of a new building on the Webster site would allow existing City Hall and Police Department operations to continue uninterrupted during construction.

Advantages to development on the Webster site include the following.

- The site is City owned
- Site is undeveloped and allows for optimized design and site development options
- Size of site can allow for a single story facility with surface parking, which reduces development costs.
- If the library is maintained on the site and co-located, there would be an opportunity to create a civic center with shared parking
- City and Police operations can be maintained during the construction duration at current location

Disadvantages to development on the Webster site include the following.

- Relocation of City Hall and Police Department functions to the Webster site removes city functions from the city core.
- Prior library design development has progressed to a level that may require design modifications to allow for co-location of City Hall and Police Department onsite.
- Based on preliminary data provided on the site, the site will present construction challenges and potential cost premiums due to existing bedrock.
- The site is home to areas of substantial topography, which will limit development opportunities and potentially increase construction costs.

City of Gladstone
Gladstone City Hall and Police Department
Project Number 2120509.01
January 15, 2013
Page 5

Option B: Preliminary Costs

	<u>LOW</u>	<u>HIGH</u>
Construction Costs:	\$4,329,446	\$5,198,726
Consultant Costs:	\$481,725	\$756,351
Owner Costs:	\$311,672	\$443,834
Land Costs:	\$0	\$0
Total Project Costs Range:	\$5,122,843	\$6,398,911

We are pleased to provide continued assistance to the City of Gladstone. If you have any questions or require further assistance please don't hesitate to request our services.

Sincerely,



Jeff R. Humphreys, Architect
Associate Principal

TABLE OF CONTENTS

Needs Assessment
Report

INTRODUCTION	1
PROJECT INTRODUCTION	
GROUP MACKENZIE	
PROJECT BACKGROUND	
EXECUTIVE SUMMARY	
EXISTING CONDITIONS	2
SITE MAP	
EXISTING PLAN	
EXISTING CITY HALL	
EXISTING POLICE DEPARTMENT	
PROGRAMMING	3
SPACE NEEDS CONSIDERATIONS	
SPACE NEEDS PROGRAM	

GLADSTONE
CITY HALL &
POLICE
DEPARTMENT

525 Portland Avenue

January 2, 2013

Prepared by

GROUP
MACKENZIE

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T: 503.224.9560 | F: 503.228.1285 | www.groupmackenzie.com
PORTLAND, OREGON | SEATTLE, WASHINGTON | VANCOUVER, WASHINGTON

8-9

Job# 2120509.00

TAB 1

INTRODUCTION
PROJECT INTRODUCTION
GROUP MACKENZIE
PROJECT BACKGROUND
EXECUTIVE SUMMARY

8-10

Project Introduction

The City of Gladstone contracted Group Mackenzie to evaluate the existing City Hall and Police building and prepare programming and space needs for the City of Gladstone's City Offices and Police Department. The investigation involved programming questionnaires filled out by key staff members; an existing site tour conducted by Chief Pryde with participation of City staff; and the development of a Space Needs Program created through input from both City Hall staff and the Police Department in conjunction with Group Mackenzie's professional experience on similar projects.

Key Participants

CITY OF GLADSTONE

Peter Boyce — City Administrator
James Pryde — Chief of Police

GROUP MACKENZIE

Jeff Humphreys — Project Principal
Brett Hanson — Project Manager
Jeff Matarrese — Architectural Designer

Group Mackenzie

Established in 1960 and based in Portland, Oregon, Group Mackenzie provides a range of professional design services including structural engineering, architecture, landscape architecture, civil engineering, land use planning, transportation planning and interior design. Group Mackenzie's Public Projects team specializes in civic and emergency response facility design, space needs evaluations, and bond campaign assistance. In the past decade, Group Mackenzie has worked on publicly funded projects in Oregon and Washington for more than 50 counties and municipalities, providing design and engineering services for more than 16 police facilities and six civic office buildings.

Project Background

The City of Gladstone's existing City Hall and Police Department building consists of a two-story, 9,918 square foot facility located on a 10,138 square foot site at the corner of E. Dartmouth Street and Portland Avenue. Originally built in the 1940s, the structure has undergone extensive renovations to accommodate its current occupants, is not designed to essential facility seismic standards and is in need of roofing replacement. Furthermore, the current facility shares off-street parking with the Gladstone Volunteer Fire Department, accommodating only five unsecured parking spaces for patrol vehicles. No permanent parking for City or Police Staff exists. In addition to the existing City Hall and Police Department building, the City of Gladstone Police utilize an off-site evidence storage building requiring Police personnel to commute between the two facilities.

Based on previous studies commissioned by the City of Gladstone and performed by Professional Roof Consultants, Inc. in January 2012 to evaluate the existing structural capacity of the building, it was determined that seismically upgrading the building to a Type IV seismic category, an essential facility construction standards would require substantial improvements and would amount to an estimated total cost of \$2,923,500, including a recommended full roofing replacement and exterior building envelope upgrades. As upgrade and replacement costs of the existing building mounted, the City of Gladstone sought design services to aid in evaluating the City's current space needs and provide recommendation for required space needs to accommodate existing City Hall and Police functions and equipment, as well as future projections to allow for growth. This report is a preliminary step toward identifying the current and future projected needs for the City of Gladstone and setting the stage for comparative cost analysis of a new facility to upgrade and ongoing repairs to the existing building.

Executive Summary

Under the scope of the space needs investigation, Group Mackenzie observed, documented, and evaluated existing deficiencies in order to provide the City of Gladstone recommendations for current space needs and projected growth requirements 20 years into the future. These efforts are intended to serve as the initial step in aiding the City in its goal of determining investment into the existing facility or pursuing next steps towards a new City Hall and Police Department for the City of Gladstone.

Group Mackenzie's experience, developed space standards, industry standards, and City input were used to identify and outline required needs. In conjunction, similar cities and comparable facilities were considered through the validation process. Through review and refinement of the space needs study, the projected growth identified indicates a 157% increase required to accommodate current and future needs. Examination and determination of these figures involved observation of the existing facility and operations, while furthering continued dialogue with users within the building as to the deficiencies of the existing building.

Primary deficiencies inherent to the existing building and operational conditions include:

- The existing building does not meet the necessary requirements of an emergency response facility as it pertains to its capability to withstand and continue operations following a seismic event as prescribed by current code for essential facilities.
- There are mounting deficiencies in many of the existing spaces, most prominently for Police as it pertains to necessary operational functions, such as equipment storage, restroom/locker facilities, physical training, suspect processing, and on-site evidence processing and storage.
- Current available space exhibits disjointed City Hall office functions, inefficient circulation, and lack of secure access within the City Hall offices. This was further observed with the potential safety hazards associated with municipal court staff and the judge sharing public functions, such as the restrooms, with defendants during court proceedings.
- Limited parking of Police vehicles results in unsecured, highly valued City property that is subject to vandalism and potential assaults on Police personnel, and potentially City and Court staff.
- The Police Department currently operates out of multiple facilities resulting in disjointed operations that reduce efficiencies, increase officer travel time, and offer additional security threats to multiple locations.
- The age of the building and building systems are reaching or, in cases, exceeding their lifespans and require costly repair or replacement.

Recommendation

Group Mackenzie has prepared and forecasted a comprehensive projection of required space needs for the City of Gladstone's 20 year growth. The existing facilities housing current City Hall and Police Department operations (including the 2,160 square foot evidence facility) total 12,078 square feet and do not meet current operational requirements of the City offices, Police Department, or public functions. Upon completion of this space needs examination Group Mackenzie found that the City of Gladstone is in need of a 19,008 square foot facility to both address current shortfalls and allow for future growth. Furthermore, based on the current expense of repair necessary of the existing facility, and its inability to meet projected growth and current seismic requirements of an essential facility. It is recommended that the City take additional measures and next steps towards evaluation and consideration of construction of a new facility to house City Hall, Municipal Court, and Police Department functions.

Gladstone Space Needs Comparison

	EXISTING	2023	2033
<u>BUILDING AREA</u>	12,078 SF*	17,582 SF	18,018 SF
<u>EXTERIOR AREA EXCLUDING BUILDING FOOTPRINT</u>	1,138 SF	16,130 SF	19,026 SF
<u>PUBLIC PARKING</u>	0 SPACES**	47 SPACES	47 SPACES
<u>SECURE PARKING</u>	0 SPACES***	22 SPACES	30 SPACES

*Includes existing City Hall/ Police building (9,918 SF) and evidence facility (2,160 SF).

**Public parking provided on-street.

***Three off-street police patrol vehicle spaces provided.

GROUP
MACKENZIE

8-14

TAB 2

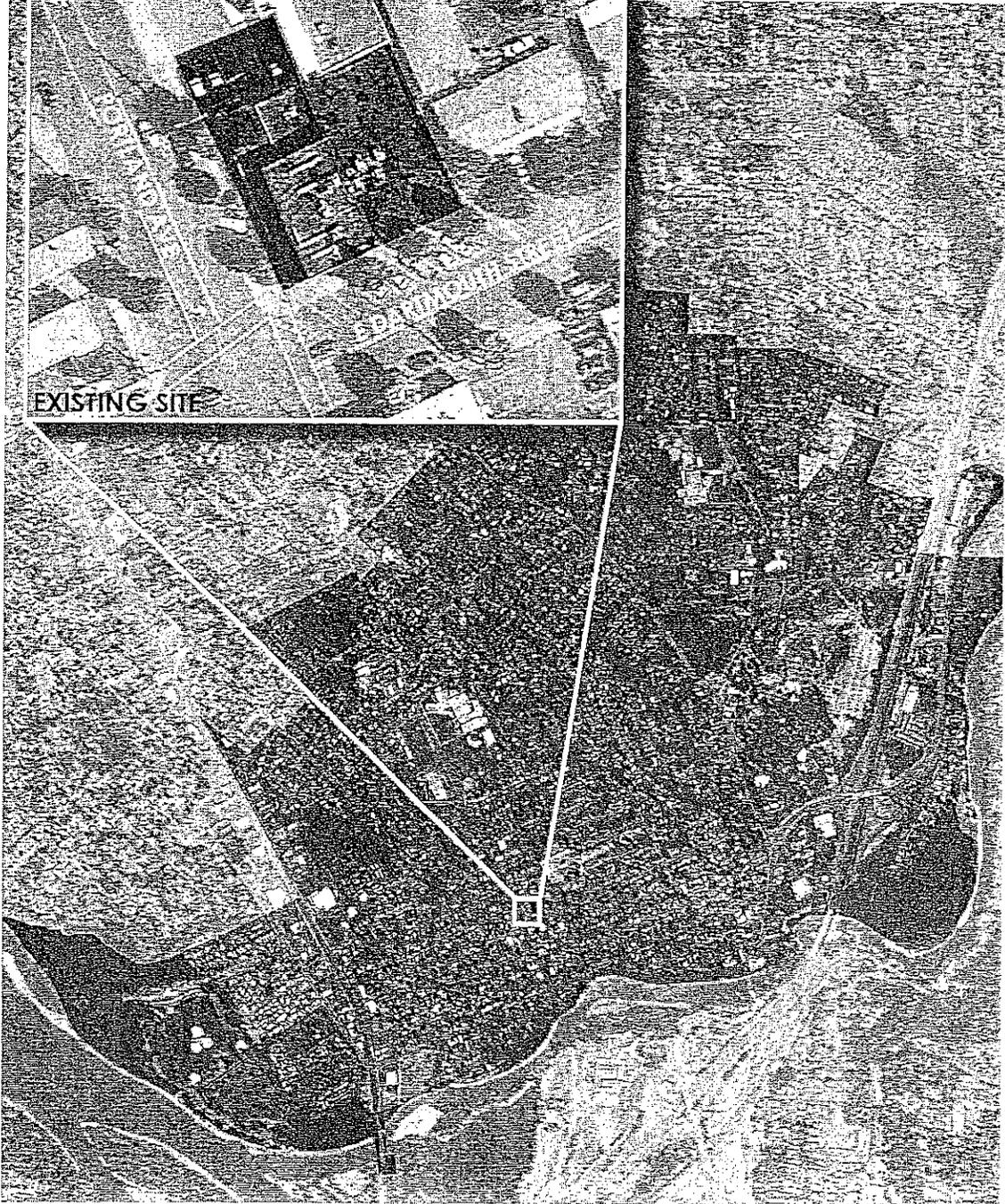
EXISTING CONDITIONS
SITE MAP
EXISTING PLAN
EXISTING CITY HALL
EXISTING POLICE DEPARTMENT

8-15

EXISTING CONDITIONS



525 Portland Avenue
Gladstone, Oregon+



CITY OF GLADSTONE 

GLADSTONE CITY HALL & POLICE DEPARTMENT

Existing City Hall and Police Building

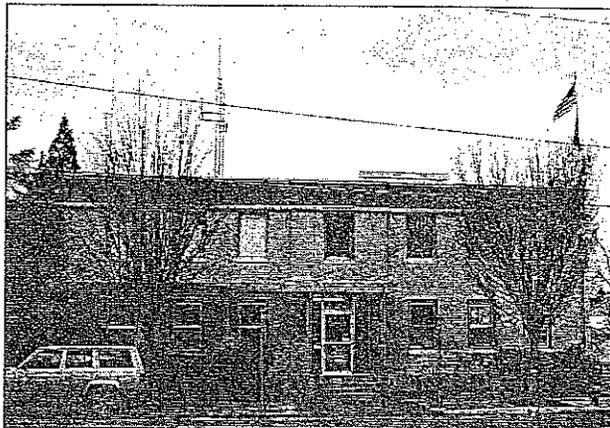
The existing City Hall and Police Department currently occupy a 9,918 square foot, two-story facility at 525 Portland Avenue in Gladstone Oregon, while the Police Department also has a stand alone 2,160 square foot evidence building at a separate location. The City Hall and Municipal Court functions occupy the south half of the first floor and the entire second floor of the building. The Police Department occupies the north half of the first floor only. Each entity has a separate entrance from the public street. The Police Department maintains 5 off street, unsecured parking stalls (FIG T), while the City Hall, Municipal Court, remaining Police, and public must utilize on-street parking. In addition to the space deficiencies, safety, and privacy concerns, the existing configuration of the rooms within the building have been found to layout inefficiently with additional space dedicated to circulation in lieu of usable rooms. As part of this layout, many office spaces are located internally resulting in limited to no natural light to occupied space.

As part of examination and observation of the existing building, the following was observed:

The building currently suffers from a significant lack of public space and inefficiencies associated to circulation throughout the building. Each entity has a separate disconnected entry that does not present a formalized civic entrance into the building (FIG A).

These separate entrances do not offer clear way finding to the particular City functions and further do not provide for a secure reception lobby and counter for the City Hall staff (FIG B). Clear way finding within the building does not exist and it was observed that visitors had unobstructed access to City office functions, while City staff further share public restrooms with visitors and court.

The City Council and Municipal Court functions are currently inadequate for the required uses and have experienced overcrowding. Within the court waiting space, cueing for court is inefficient and additionally prone to overcrowding. Additional security concerns surround shared public space with the judge and court staff. Currently the judge and jury space must share restrooms with defendants awaiting court.



The Police entry is secure, however uninviting to the public and does not allow secure access to the interview room (FIG J). The existing Police operations space is undersized and not properly dedicated to specific functions due to lack of space, which can result in reduced operational efficiencies and present safety and security concerns. The Police records and bull pen (FIG K) serves both Patrol Officers, as well as Records Staff, which can present competing functions. Detectives Offices were observed to be undersized with limited storage availability (FIG L). Between Detectives and Patrol an internal interview room does not exist for secure use limiting interviews to only occurring off the public lobby or within the secure portion of the department. Locker facilities for both men and woman are undersized and often used for ancillary storage space due to unavailability of alternative space (FIG R), while internal secure restrooms dedicated for police staff is limited to a single stall (FIG S), forcing police staff to share facilities with the public.



FIG A. ENTRY

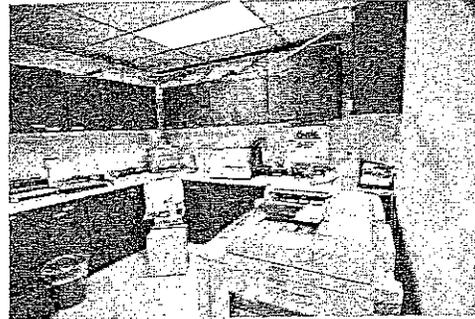


FIG E. COPY/MAIL ROOM



FIG B. LOBBY

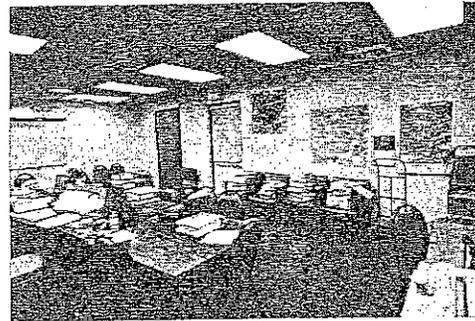


FIG F. CONFERENCE ROOM



FIG C. COURT CLERKS' OFFICE

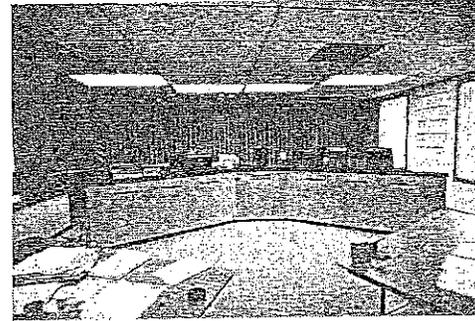


FIG G. COUNCIL CHAMBERS

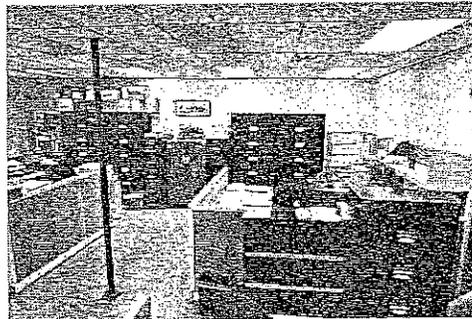


FIG D. WATER, FINANCE, & ADMINISTRATION

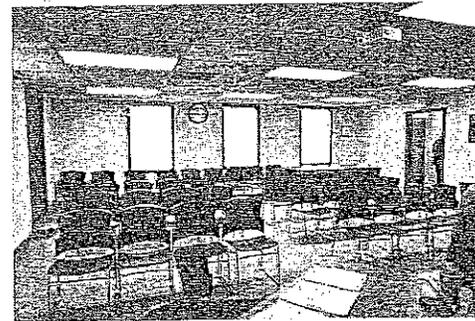


FIG H. COUNCIL CHAMBERS

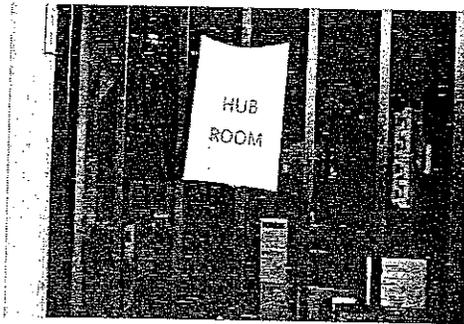


FIG I. HUB ROOM

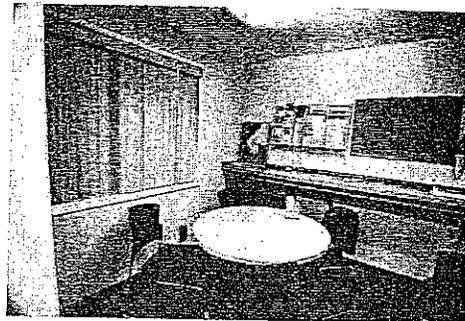


FIG M. INTERVIEW ROOM

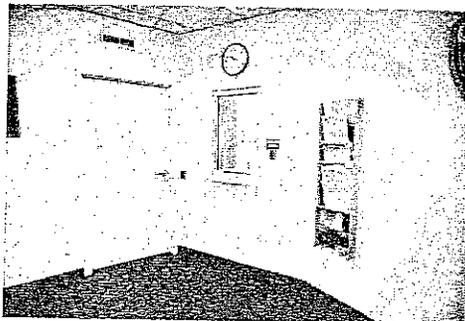


FIG J. POLICE LOBBY

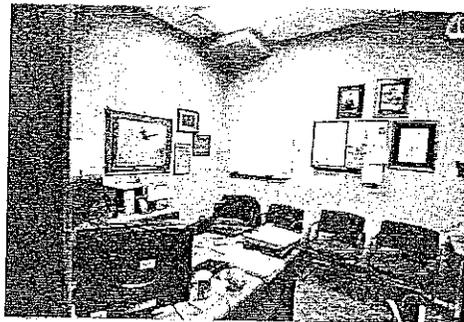


FIG N. CHIEF'S OFFICE

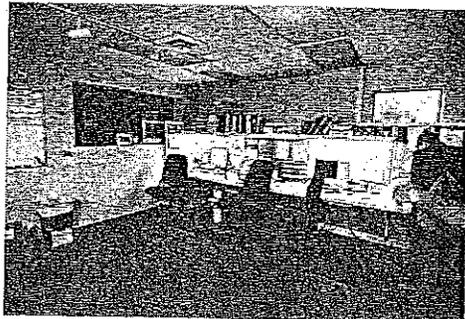


FIG K. BULL PEN

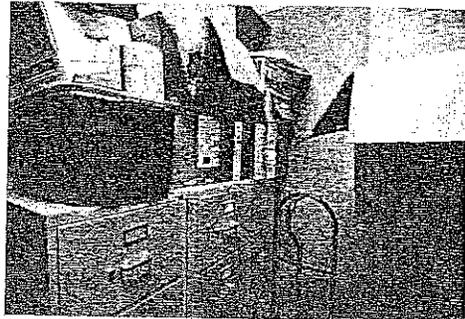


FIG O. STORAGE

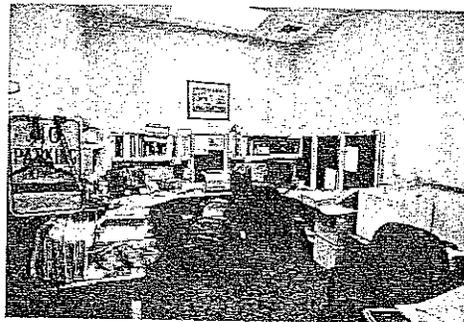


FIG L. DETECTIVES OFFICE



FIG P. EQUIPMENT STORAGE

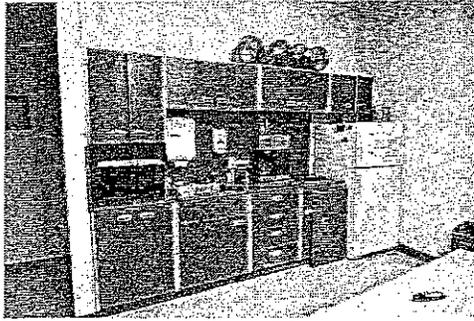


FIG Q. BREAK ROOM

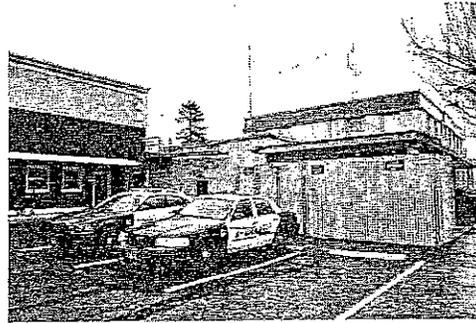


FIG T. POLICE PARKING

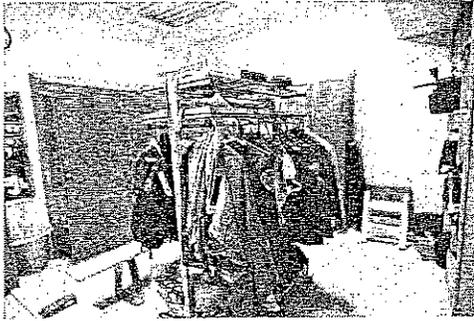


FIG R. MENS' LOCKER ROOM

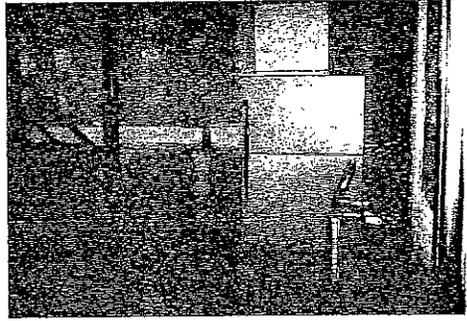


FIG U. EVIDENCE FACILITY

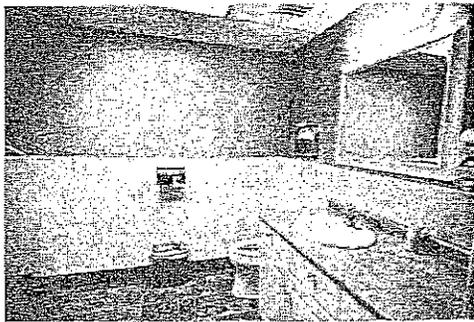


FIG S. RESTROOM

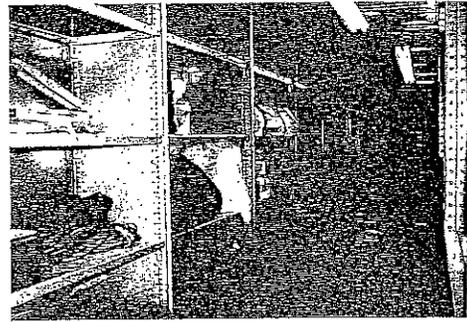


FIG V. EVIDENCE FACILITY

TAB 3

PROGRAMMING
SPACE NEEDS CONSIDERATIONS
SPACE NEEDS PROGRAM

8-22

Space Needs Considerations

Police facility design is unique in that the building and all its functions are tools integral to effective and efficient operation of a policing agency. The way in which a facility is designed focuses on functionality and stringent requirements associated with protection of the building, its staff, and the public it serves. Requirements defining this particular building type are driven by jurisdictional, state, and federal criteria for safety, security and operational procedures. These criteria ensure the facility not only operates effectively on a day-to-day basis, but is also capable of resisting and responding to the forces of natural events and terrorism, all the while maintaining the stature of a civic building.

Similar to a police facility, the design of a City Hall is focused on the protection of the building and it's staff. A City Hall also needs to maintain an open and welcoming visage to the community it serves. A City Hall provides a civic building that can be used for public gatherings and assist community functions.

Beyond the building program requirements, there are important site elements and considerations that must be taken into account for these types of facilities. These program elements include public parking; secure parking for city staff, police vehicles, and equipment; emergency power; building threat protection; and access to and from the site. The most challenging consideration, for any site, stems from public and secure parking requirements. These are governed by jurisdictional requirements, as well as department growth projections and space requirements for vehicles and equipment.

The following program summary outlines the overall categories and square footages for each departmental function within the building.

Program Summary

Space / Room Use	Staffing Requirements		Space Requirements			Space Size			Total Required Square Footage			Comments	
	Exist	2023	2033	Exist	2023	2033	W	L	Area	Exist	2023		2033
Department: Gladstone City Hall and Police Department													
Public Functions & Facility Core	1	1	1							755	1318	1318	
City Hall	8.5	8.5	8.5							5501	5623	5623	
Police Department	21	22	35							5822	10640	11077	
TOTAL BUILDING SQUARE FOOTAGE	30.5	31.5	44.5							12078	17582	18018	

Space / Room Use	Staffing Requirements		Space Requirements			Space Size			Total Required Square Footage			Comments	
	Exist	2023	2033	Exist	2023	2033	W	L	Area	Exist	2023		2033
Department: Gladstone City Hall and Police Department													
Public Functions & Facility Core	1	1	1							755	1318	1318	
Administration	5	5	5							2628	2134	2134	
City Council / Municipal Court	3.5	3.5	3.5							2873	3298	3298	
Support Functions	0	0	0							0	192	192	
Police Records / Administration	3.5	4.5	6							914	1469	1546	
Police Operations	17	17	28							1588	4730	5090	
Police Property / Evidence	0.5	0.5	1							2160	2129	2129	Existing evidence facility square footage
Police Support Functions	0	0	0							1151	2312	2312	
TOTAL BUILDING SQUARE FOOTAGE	30.5	31.5	44.5							12078	17582	18018	
TOTAL EXTERIOR REQUIREMENTS										1338	16130	19026	
TOTAL SITE REQUIREMENTS (SINGLE STORY)										0	33712	37044	SINGLE STORY FACILITY
TOTAL SITE REQUIREMENTS (TWO STORY)										0	24921	28035	TWO STORY FACILITY

Space Needs Program

The programming information presented on the following pages represent current and future staffing counts, required spaces, sizes, functions, and general use. Future needs have been projected for a twenty-year growth and calculated based on future projections of crime, population, and city growth estimated by the City of Gladstone.

To begin the space needs evaluation process, the existing facility was toured, and current staff count, program, and space sizes documented within the program for comparative analysis.

In conjunction with existing facility documentation, the City Manager, Chief, and key City staff participated in discussions regarding their department and division work philosophy, current deficiencies, and required needs. This information was utilized in conjunction with architectural space standards and examination of recently built Police stations/City Halls in communities of similar size and demographic makeup to prepare and validate the space needs analysis on the following pages.

The program is organized into primary building elements, departments, and divisions to facilitate in identifying and assigning ancillary program needs to particular spaces unique to a civic facility. Total space size for each division is tabulated and an interior circulation factor of 20% assigned to cover primary hallways, stairways, elevators, mechanical space needs, and miscellaneous circulation needs typically required in civic facilities.

Space / Room Use	Staffing Requirements			Space Requirements			Space Size			Total Required Square Footage			Comments
	Exist	2023	2033	Exist	2023	2033	W	L	Area	Exist	2023	2033	
Department: Public Functions & Facility Core													
Public Functions:													
Entry Vestibule				0	1	1	8	10	80	0	80	80	911 phone
Public Lobby Waiting Area / Foyer				1	1	1	15	20	300	80	300	300	Open lobby for Police and City Hall; 4-5 people
Lobby Information				0	1	1	2	10	20	0	20	20	includes forms, information.
Display Area				0	1	1	2	10	20	0	20	20	Historical display space, PD and City Hall to confirm contents.
Report Taking Room				1	1	1	10	12	120	70	120	120	Dual access from Police Reception, 4-6 people camera & microphone.
Public Restrooms / Men's & Women's				4	2	2	10	20	200	340	400	400	
Group Total											490	940	940
Facility Core:													
Janitor				1	1	1	6	6	36	55	36	36	Additional (1) required for two-story facility.
Stairway				1	0	0	9	20	180	100	0	0	Required for two-story facility.
Elevator				1	0	0	6	8	48	30	0	0	Required for two-story facility.
Elevator Equipment Room				0	0	0	5	6	30	0	0	0	Required for two-story facility.
Mechanical Shaft				0	0	0	5	10	50	0	0	0	Required for two-story facility.
Server Room	1	1	1	1	1	1	10	15	150	80	150	150	1x staff space, room for storage.
Electrical Room				0	1	1	10	15	150	0	150	150	
Sprinkler Riser Room				0	1	1	6	7	42	0	42	42	
Group Total											265	378	378
SUBTOTAL											755	1318	1318
GENERAL CIRCULATION (20%)											0	0	0
TOTAL SQUARE FOOTAGE (Public Functions & Facility Core)											755	1318	1318

Space / Room Use	Staffing Requirements			Space Requirements			Space Size			Total Required Square Footage			Comments
	Exist	2023	2033	Exist	2023	2033	W	L	Area	Exist	2023	2033	
Department: City Hall Administration													
Administration													
Public Reception (Service Counter)				0	1	1	6	12	72	0	72	72	
Account Clerk	1	1	1	1	1	1	8	8	64	64	64	64	Open office.
Administrative Assistant	1	1	1	1	1	1	8	8	64	64	64	64	Open office.
Utilities Clerk	1	1	1	0	1	1	8	8	64	0	64	64	Open office, secure filing cabinets.
City Administrator	1	1	1	1	1	1	10	18	180	308	180	180	Office.
Assistant City Administrator	1	1	1	1	1	1	10	16	160	228	160	160	Office with window overseeing open office.
City Hall Conference Room / Jury Room				1	1	1	20	34	680	599	680	680	Seating for 20, divisible.
Volunteers	0	0	0	0	0	0	0	0	0	0	0	0	Two Volunteers, shared open office space.
Planning Counter				0	1	1	4	12	48	0	48	48	Work space for County Planner.
Parks Staff	0	0	0	0	0	0	0	0	0	0	0	0	3 seasonal staff.
Parks Storage				1	1	1	10	10	100	28	100	100	
Administrative Storage				1	1	1	6	8	48	60	48	48	Secure.
Copy/Print/Mail Center/Work Room				1	1	1	10	10	100	168	100	100	Copier, postage machine, form storage -- accessible to clerks.
Files				0	1	1	10	15	150	0	150	150	Compact shelving, includes planning, files.
Supply Storage				1	1	1	6	8	48	23	48	48	
Group Total	5	5	5							2126	1778	1778	
SUBTOTAL	5	5	5							2126	1778	1778	
GENERAL CIRCULATION (20%)										502	356	356	
TOTAL SQUARE FOOTAGE (City Hall Administration)										2628	2134	2134	

Department: City Council / Municipal Court													
Support Functions													
Court/Council Chambers				1	1	1	35	50	1750	1432	1750	1750	Shared Council and Court chambers. Seating for 50-70.
Court Clerk	1.5	1.5	1.5	0	1	1	12	18	216	540	216	216	Lead court clerk & court clerk, shared office adjac. lobby/police for 3 w/ counter mailboxes.
Court Records				0	1	1	10	12	120	0	120	120	Secure.
Jury Room				1	0	0	16	28	448	135	0	0	Combined with City Hall Conference Room.
Judges Chambers	1	1	1	1	1	1	14	18	252	223	252	252	Guest seating.
Prosecutor	0.5	0.5	0.5	0	1	1	0	0	0	0	0	0	Interview room will double as council conference.
Indigent Defense	0.5	0.5	0.5	0	1	1	0	0	0	0	0	0	Interview room will double as council conference.
EOC Storage				0	1	1	10	15	150	0	150	150	Secure, access by police only. Emergency Power.
Chair / Table Storage				0	1	1	10	10	100	0	100	100	Secure.
Police Training Storage				0	1	1	8	10	80	0	80	80	Secure.
AV Room / Closet				0	1	1	8	10	80	0	80	80	
Group Total	3.5	3.5	3.5							2330	2748	2748	
SUBTOTAL	3.5	3.5	3.5							2330	2748	2748	
GENERAL CIRCULATION (20%)										543	550	550	
TOTAL SQUARE FOOTAGE (City Council / Municipal Court)										2873	3298	3298	

GLADSTONE CITY HALL & POLICE DEPARTMENT

8-25

PROGRAMMING continued

Space / Room Use	Staffing Requirements			Space Requirements			Space Size		Total Required Square Footage			Comments	
	Exist	2023	2033	Exist	2023	2033	W	L	Area	Exist	2023		2033
Department: City Hall Support Functions													
Support Functions													
Unisex Toilet Room				0	1	1	8	10	80	0	80	80	1x vanity, 1x toilet.
Supply Storage				0	1	1	8	10	80	0	80	80	Misc storage requirements.
Group Total	0	0	0							0	160	160	
SUBTOTAL	0	0	0							0	160	160	
GENERAL CIRCULATION (20%)										0	32	32	
TOTAL SQUARE FOOTAGE (City Hall Support Functions)										0	192	192	

Department: Police Records / Administration													
Records													
Public Reception (Service Counter)				0	1	1	6	12	72	0	72	72	Secure w/ bullet resistant glazing & ADA counter.
Records - workstations	1	1	2	1	1	2	8	8	64	80	64	128	Open work station adjacent to reception counter.
Code Enforcement Officer	0.5	0.5	1	0	1	1	8	8	64	0	64	64	
Chief of Police	1	1	1	1	1	1	14	20	280	192	280	280	4x Conference, private office.
Lieutenant / Captain	0	1	1	0	1	1	10	16	160	0	160	160	Private office.
Executive Assistant	1	1	1	1	1	1	10	12	120	130	120	120	Private office.
Volunteers / Interns	0	0	0	0	1	1	6	6	36	0	36	36	Open workstation adjacent to Exec. Assistant & TD volunteers.
Confidential Records				0	1	1	8	8	64	0	64	64	Internal investigations, personnel documents.
Supply Storage				1	1	1	8	8	64	65	64	64	
Copy/Print/Mail Center/Work Room				0	1	1	10	15	150	0	150	150	Shared with court.
Records Files				0	1	1	10	15	150	222	150	150	Compact shelving with window.
Group Total	3.5	4.5	6							689	1224	1288	
SUBTOTAL	3.5	4.5	6							689	1224	1288	
GENERAL CIRCULATION (20%)										138	245	258	
TOTAL SQUARE FOOTAGE (Police Records / Administration)										827	1469	1546	

Space / Room Use	Staffing Requirements			Space Requirements			Space Size			Total Required Square Footage			Comments
	Exist	2023	2033	Exist	2023	2033	W	L	Area	Exist	2023	2033	

Department: Police Operations

Operations													
Patrol - Sergeants	3	3	4	1	3	4	10	12	120	194	360	480	Private offices.
Patrol Officers	10	10	13	0	0	0	0	0	0	0	0	0	Space included in report writing.
Reserve Officers	2	2	8	0	0	0	8	8	64	0	0	0	Space allocated in patrol room/patrol officer work stations.
Detectives	2	2	3	1	2	3	10	10	100	168	200	300	Bull pen office, adjacent to patrol.
Report Writing				1	1	1	18	20	360	300	360	360	Bull pen, 6x shared work stations.
Briefing / Conference Room				0	1	1	20	30	600	0	600	600	Equipped with audio/video equipment.
Interview Room				1	2	3	8	10	80	80	160	240	
Storage - Detectives				0	1	1	8	10	80	0	80	80	
Radio / Equipment Storage - Patrol				1	1	1	6	8	48	80	48	48	Located in report writing.
Group Total	17	17	28							822	1808	2108	

Inventory / Equipment Storage

Armory/ammunition/weapons				1	1	1	12	14	168	80	168	168	
Ammunition Storage				0	1	1	6	8	48	0	48	48	
Weapons Maintenance				0	1	1	0	0	0	0	0	0	Included within Armory.
Equipment Storage / Issuance				0	1	1	10	15	150	150	150	150	
Group Total	0	0	0							230	366	366	

Booking

Custody Processing				0	1	1	12	20	240	127	240	240	Includes officer workspace.
Temp Holding Cell				0	2	2	8	10	80	80	160	160	Equipped w/ audio/video equipment, separate male and female cells.
Hard interview / Intox Room - small				1	1	1	10	12	120	0	120	120	AV requirements, audio/visual, Lockable Cabinet for intoxifier.
Unisex Toilet				0	1	1	6	8	48	0	48	48	
Access Vestibule				0	1	1	0	0	0	0	0	0	Weapon lockup area, sq. ft. within circulation.
Storage				0	1	1	8	10	80	0	80	80	
Sally Port				0	1	1	28	40	1120	0	1120	1120	Single car garage, pull-in.
Group Total	0	0	0							207	1768	1768	

SUBTOTAL	17	17	28							1259	3942	4242	
GENERAL CIRCULATION (20%)										329	788	848	
TOTAL SQUARE FOOTAGE (Police Operations)										1588	4730	5090	

CLADSTONE CITY HALL & POLICE DEPARTMENT

8-27

PROGRAMMING continued

Space / Room Use	Staffing Requirements			Space Requirements			Space Size			Total Required Square Footage			Comments
	Exist	2023	2033	Exist	2023	2033	W	L	Area	Exist	2023	2033	
Property / Evidence													
Evidence Processing - Officer				0	1	1	10	15	150	220	150	150	Temp lockers, evidence lockers, work area space included for tag/bag supplies/equipment.
Evidence Technician - Workstation	0.5	0.5	1	0	0	0	0	0	0	0	0	0	Open to work room, single staff member shared with Code Enforcement Officer.
Evidence Technician Work Room				0	1	1	10	15	150	220	150	150	Evidence Tech Processing area.
Evidence Storage - General				0	1	1	20	30	600	640	600	600	High density compact shelving.
Evidence Storage - Drying Room				0	1	1	8	10	80	0	80	80	
Refrigerated Storage				0	1	1	6	3	18	0	18	18	Refrigerator.
Narcotics Storage				0	1	1	6	8	48	0	48	48	Access from General Storage.
Cash Storage				0	0	0	0	0	0	0	0	0	Vault within General Storage.
Weapons Storage				0	1	1	6	8	48	0	48	48	Access from General Storage.
Oversized Item Storage				0	1	1	4	20	80	0	80	80	Open shelving, within General Storage room.
Vehicle Garage				0	1	1	20	30	600	720	600	600	
Bicycle Storage - Impound				0	0	0	0	0	0	0	0	0	Exterior, Covered, Secure, 50x bicycle capacity.
Group Total		0.5	0.5	3							1800	1774	1774
SUBTOTAL		0.5	0.5	1							1800	1774	1774
GENERAL CIRCULATION (20%)											437	355	355
TOTAL SQUARE FOOTAGE (Property / Evidence)											2237	2129	2129

Department: Police Support Functions													
Police Restrooms/Shower													
Unisex Toilet / Shower Room				0	3	3	9	10	90	0	270	270	1x Shower, 1x vanity, 1x toilet each.
Unisex Toilet Room				1	1	1	8	10	80	80	80	80	Adjacent to records.
Quiet Room				0	1	1	8	10	80	0	80	80	Adjacent locker rooms.
Men's Locker Room				1	1	1	20	26	520	256	520	520	30 Lockers.
Women's Locker Room				1	1	1	10	20	200	185	200	200	10 Lockers.
Group Total		0	0	0							521	1150	1150

Shared													
Mud Room Vestibule / Ready Room				0	1	1	8	14	112	85	112	112	Access from secured parking w/ auto slide doors, includes 15x equipment storage cubbies.
Supply Storage				0	1	1	5	5	25	81	25	25	Misc storage requirements.
Break Room				1	1	1	12	16	192	216	192	192	Room for 2-4x people, 1 RF, 2 MW, 1 DW, 1 GD, 1 RG, adjacent to Council Chamber.
Physical Training Room				0	1	1	20	20	400	0	400	400	Shared with City Hall.
Laundry Closet				0	1	1	6	8	48	0	48	48	
Group Total		0	0	0							382	117	117
SUBTOTAL		0	0	0							903	1927	1927
GENERAL CIRCULATION (20%)											258	385	385
TOTAL SQUARE FOOTAGE (Police Support Functions)											1161	2312	2312

Space/ Room Use	Staffing Requirements			Space Requirements			Space Size			Total Required Square Footage			Comments
	Exist	2023	2033	Exist	2023	2033	W	L	Area	Exist	2023	2033	

Department: Exterior Requirements

Public Parking													
Public Parking - City Hall				0	30	30	9	18	162	0	4880	4880	
Public Parking - Police Department				0	5	5	9	18	162	0	810	810	
Staff Parking - City Hall				0	12	12	9	18	162	0	1944	1944	
Bicycle Parking				0	10	10	4	6	24	0	240	240	
Group Total				0	47	47				0	2994	2994	

Secured Parking													
Police Personal Vehicles				0	8	12	9	18	162	0	1296	1944	
Squad Vehicle Parking / Patrol				5	6	8	10	20	200	810	1200	1600	Covered.
Detectives' Vehicle Parking				0	2	3	10	20	200	0	400	600	Covered.
Sergeant Vehicle Parking				0	1	1	10	20	200	0	200	200	Covered.
Chief's Vehicle Parking				0	1	1	10	20	200	0	200	200	Covered.
Code Enforcement Parking				0	1	2	10	20	200	0	200	400	Covered.
Admin Vehicle Parking				0	1	1	10	20	200	0	200	200	
Radar Trailer				0	1	1	10	20	200	0	200	200	
K-9 Parking				0	1	1	10	20	200	0	200	200	
Emergency Generator				1	1	1	15	25	375	100	375	375	Includes 4'-0" clearances, concrete pad required.
Trash/Recycling				0	1	1	10	20	200	0	200	200	Verify trash requirements with provider.
Bicycle Storage / Impound				0	1	1	20	20	400	0	400	400	50x bicycles, covered.
Group Total				5	22	30				810	5071	8519	

SUBTOTAL										910	9065	9513	
GENERAL CIRCULATION (100%)										228	6085	9513	
TOTAL SQUARE FOOTAGE (Exterior Requirements)										1138	16130	19026	

GLADSTONE CITY HALL & POLICE DEPARTMENT

8-29



January 10, 2012

Mr. Peter Boyce
City of Gladstone
525 Portland Avenue
Gladstone, Oregon 97232

RE: CITY OF GLADSTONE / CITY HALL & POLICE STATION - PRELIMINARY ASSESSMENT SUMMARY LETTER

Dear Mr. Boyce:

As requested, the design team of Carleton Hart Architects, T.M. Rippey Consulting Engineers, and Professional Roof Consultants, Inc. performed a preliminary assessment of the City Hall / Police Station, located in Gladstone, Oregon. The purpose for the preliminary assessment was to assess basic scopes and associated costs related to improvements to the existing building to meet the basic requirements to be used as an Essential Facility for the City that could remain operational during extreme weather and seismic conditions. Scopes include updated and improved interiors, new weathertight exterior wall cladding, and new roof assembly.

Each of the design team members has provided individual descriptions of their scope of this preliminary assessment. Each report can be found as an attachment to this letter.

SUMMARY

The City Hall building was erected circa 1940, and also included the firehouse and the courtroom for the City. Over the past 70+ years, the building has been expanded, including police station and city hall office additions. Much of the exterior, interior, and structure is from original construction and the components have deteriorated or aged beyond their useful service life. The building was constructed during a time when seismic concerns were less stringent compared to today's standards, and code requirements have been modified since original construction.

In an effort to utilize the existing building's structure, the design team has performed a preliminary assessment which would encompass the following:

- Meet all Essential Facility requirements.
- Upgrade the facility to meet current energy efficiency measures.
- Reconfigure the interior space for efficiency.
- Update entire facility to ADA standards.
- Reinforce the building structure to meet current seismic requirements.
- Update the building exterior with energy efficient building standards.
- Upgrade with new energy efficient window assemblies.
- Install rain screen exterior that is both weatherproof and aesthetically pleasing that fits within the surrounding architecture.
- Install a high performance roof system that can provide 30+ years of useful service.

Budgetary Cost Estimate: \$2,923,500.00 (includes a 20% contingency).

We look forward to working with the City of Gladstone, and will be available to answer any questions regarding this preliminary assessment.

Sincerely,

Ronald P. Maine, RRO

INDEPENDENT CONSULTANTS FOR ROOFING | WATERPROOFING | BUILDING ENVELOPE SYSTEMS

1108 SE GRAND AVENUE, SUITE 300 PORTLAND, OR 97214 503 280-8759 FAX 503 280-8866 ProfessionalRoofConsultants.com

8-30



CARLETON HART ARCHITECTURE
322 nw 8th avenue portland, oregon 97209
t 503 243 2262 | f 503 243 3261 | carletonhart.com

January 6, 2012

Mr. Ronald P. Maine, RRO
Professional Roof Consultants, Inc.
1108 SE Grand Avenue, Suite 300
Portland OR 97214

RE: Gladstone City Hall

Dear Ron,

In late December 2011, Carleton Hart Architecture was retained by your office to provide a conceptual cost estimate to renovate the existing Gladstone City Hall. The objective of our scope was to develop a conceptual estimate to renovate City Hall to serve as an "essential facility", intending to remain operational in the event of extreme environmental conditions.

Historical documentation of construction was extremely limited, but it appears that construction occurred in four phases based on information from the Roof Evaluation Report, dated 10.22.2010, by Professional Roof Consultants, Inc. Three phases were built as one floor, and one phase represents a two story section with a total building area of 10,690 sq. ft. Occupancy on the first floor consists of 8,290 sq. ft. while the second floor consists of 2,400 sq. ft.

On January 6th, 2012, we conducted an evaluation of City Hall using the information available. Our approach involved three tasks: 1) review "record documents" of the existing structure, 2) conduct an on-site field inspection with limited documentation and digital photography, and 3) develop a budgetary "order of magnitude" construction cost estimate for the proposed renovation.

Since the building program has not been determined, we made assumptions in order to achieve the "essential facilities" status. Proposed improvements would address: ADA issues and improvements to architectural finishes and components. Energy efficient measures would also be incorporated to achieve a 40+ year life span. These improvements do not address the expansion of existing services and operations at the facility, but represent a reconfiguration of space for efficiency and ease of access.

With that in mind, we've developed an conceptual construction cost estimate of \$150/sf. This is assuming that structural costs specifically related to seismic will be developed independent from another resource. Using our unit cost, the total cost for the architectural components of the renovation will be \$1,603,500.00. This estimate is based upon probable costs that have been applied with our judgement and based on the available information. It does not include costs for hazardous materials removal and disposal. The cost estimate includes a 20% contingency, and a reasonable profit and overhead of 15% for the general contractor.

In the event you have any questions please contact me at your convenience.

Sincerely,

William Hart
Founder/Principal

8-31



TM RIPPEY
CONSULTING ENGINEERS

7650 SW Beveland Street, Suite 100
Tigard, OR 97223

Phone: (503) 443-3900
Fax: (503) 443-3700

January 5, 2012

Professional Roof Consultants
Attention: Ron Maine
1108 SE Grand Ave., Suite 300
Portland, Or 97214

Re: City of Gladstone – Preliminary Seismic Evaluation
525 Portland Ave, Gladstone, Or 97027

Project Number: 12005

Introduction:

At your request TM Rippey Consulting Engineers has completed its preliminary evaluation of the City of Gladstone City Hall Building for the purpose of determining the feasibility of upgrading the structure to conform to current code seismic requirements for an 'essential facility' with a Class IV occupancy category classification. The building currently houses the City administrative offices, the municipal court, and the Police Department.

An essential facility is defined in the Building Code (Oregon Structural Specialty Code) as, "Buildings and other structures that are intended to remain operational in the event of extreme environmental loading from flood, wind, snow, and earthquakes". Fire, rescue, ambulance, and police stations and emergency vehicle garages are listed in the code as Occupancy Category IV essential facilities along with designated emergency preparedness, communications, and operation centers and other facilities required for emergency response. The building code does not require seismic upgrades to existing structures unless they undergone significant remodeling or a change of occupancy classification that results in the structure being reclassified to a higher occupancy category and this proposed upgrade would be performed on a voluntary basis.

Existing Construction:

The original Gladstone City Hall and fire station building was built in approximately 1940 with construction consisting of wood framed roof and floors with lightly reinforced concrete walls supported on conventional continuous concrete footings. The floor and roof construction consists of tongue and groove sheathing supported by solid sawn wood joists. Original construction drawings for this building were available for our review.

The building has been remodeled in the past and has had at least one addition on the North side of the site. The one story addition appears to be 30 to 40 years old and the

8-32

building construction consists of a plywood roof supported by wood joists and beams bearing on exterior walls of concrete masonry unit (CMU) construction and interior wood framed bearing walls. No construction drawings were found for this building. See attached plan sketch 1/SK1 indicating the original and newer addition areas.

Seismic Codes:

The original building was constructed prior to earthquake provisions being included in the building code and utilizes non-ductile construction materials (un-reinforced concrete) which are no longer permitted. The addition was built under an earlier edition of the Code which has undergone significant changes since the time of construction. Based on the age of construction, the CMU walls at the addition are likely reinforced, however, the reinforcing would likely not meet the current code detailing requirements.

For existing structures, specific code level seismic detailing requirements are not required to be met provided the existing system can be shown to provide the level of performance and seismic safety equivalent to that of a new structure. This is typically accomplished by either showing through analysis that the existing structure has sufficient additional strength or by reinforcing those elements that are found deficient.

The following list outlines those elements that are likely deficient and the reinforcement required.

Summary of Anticipated Seismic Reinforcement:

- Roof Diaphragms: Remove existing roofing materials at all roof areas and install new plywood sheathing over the existing tongue and groove roof sheathing. At the North addition, additional nailing, blocking, and strapping would be required.
- Floor Diaphragm: Based on our preliminary analysis, we do not anticipate adding plywood over the existing tongue and groove second floor sheathing; however, areas of additional nailing and strapping would likely require removal of areas of existing floor finishes.
- Transfer to Shear Walls: Remove existing ceiling finishes as necessary and install new blocking or ledgers bolted to the existing concrete walls at the roof and floor levels of the original building. Reinforce the existing ledger connection at the CMU addition with additional nailing, bolting, and filling non-grouted cells with new grout.
- Wall Anchorage: Remove ceiling and wall finishes as necessary at the roof and second floor level and install new wall to diaphragm anchors spaced 4 to 6 feet on center. This may also require additional grouting at the CMU walls. Also install straps or anchors to tie the wall forces across the diaphragms.

- Wall Out of Plane forces: Reinforce the concrete walls for out of plane forces by the installation of new steel tube strong-backs spaced at approximately 8' on center or one at each pier between windows.
- Shear Walls: Based on our preliminary analysis, the existing concrete walls have insufficient shear strength. Reinforcing for this condition would likely require a combination of adding new steel frames adjacent to the existing walls and the introduction of new shear walls or frames at the interior of the building to reduce the demand on the exterior walls. This work would also likely involve the addition of new drag struts tying the diaphragms to the walls and construction of new foundations and reinforcing the existing. The new drag struts would consist of horizontal wood beams or blocking nailed to the diaphragms with steel connections to the shear walls.
- Non-Structural Elements: Non-structural elements such as suspended ceilings and light fixtures, partition walls, mechanical equipment and electrical components, and fluid and gas piping should be braced and detailed in accordance with the code.
- Wall Cracks: During our site visit we observed numerous cracks in the exterior walls and these would be repaired using epoxy injection.

Summary:

The above list of anticipated work was developed based on our limited site observations, review of the available construction drawings, and our preliminary structural analysis. We anticipate that the cost of construction for the structural improvements, not including repair of building finishes, would be on the order of \$50 to \$60 per square foot or \$540,000 to \$640,000.00 based on an approximate calculated total building area of 10,700 square feet and including a contingency of approximately 20%.

This estimate should be considered as a 'range of costs' and should not be used for budgetary purposes. To obtain a more accurate cost estimate, additional analysis is required along with preparation of preliminary construction documents that could be used by a contractor or construction cost consultant is required.

Disclaimer:

The purpose of this report has been to assist you, our client, in making certain decisions regarding the building above described. Our discussion has been based on limited field inspection and experience and judgment of our office staff. No material inspection or material testing, soils investigation, or other work for hidden conditions was accomplished.

Due to limitations caused by visual inaccessibility to every structural detail or member, our office cannot assume responsibility for the original designer's assumptions or

decisions, nor can we assume responsibility for the structure's theoretical ability to meet current code or the code applicable at the time of construction.

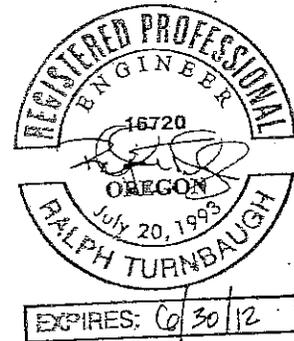
Because of the highly limited scope of our review and observation, our discussion should not be used as a principle basis for any decision relating to the building and the liability of our office and those of our employees are limited to the actual amount of fees that we have charged for our work.

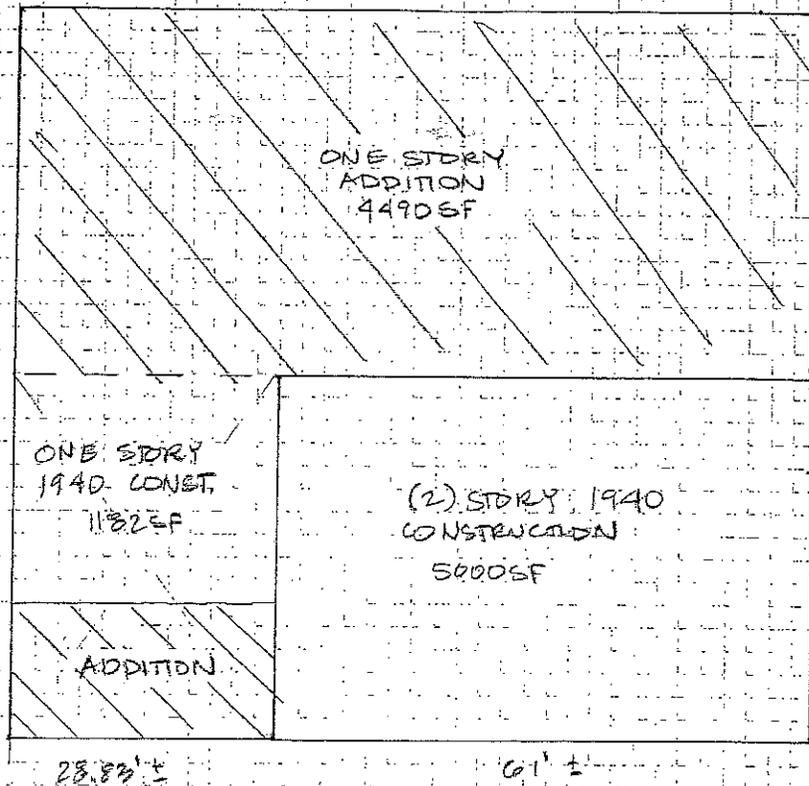
If you have any questions or require additional information, please do not hesitate to call.

Sincerely,



Ralph Turnbaugh, PE





TOTAL ~ 10,700 SF



PLAN

1" = 20'

TMR **TM RIPPEY**
CONSULTING ENGINEERS

7650 S.W. Beveland St, Suite 100
Tigard, Oregon 97223
Phone (503) 443-3900

GLADSTONE CITY HALL
525 PORTLAND AVE.
GLADSTONE, OR

BY PWT DATE 1/3/12
CHK BY _____ DATE _____
JOB NO. 12005
SHEET 1 OF 1

8-36



January 10, 2012

Mr. Peter Boyce
City of Gladstone
525 Portland Avenue
Gladstone, Oregon 97232

RE: CITY OF GLADSTONE / CITY HALL & POLICE STATION - EXTERIOR BUILDING ENVELOPE PRELIMINARY ASSESSMENT

Dear Mr. Boyce:

As requested, Professional Roof Consultants, Inc. (PRC) performed a preliminary assessment of the existing condition of exterior building envelope systems associated with the City Hall / Police Station, located in Gladstone, Oregon. The purpose for the preliminary assessment was to identify the existing conditions and provide budgetary estimates to redesign the building envelope to provide a long term weatherlight performance.



Tasks Performed: PRC performed several tasks to obtain preliminary assessment information, which included the following:

- Visually inspect the interior and exterior of the building, including at roof level, to investigate existing conditions.
- Access exterior and interior walls to inspect and determine exterior building wall construction.
- Perform minor disassembly of window and exterior wall joints to view interior conditions hidden from view, and to trace current leak sources.
- Create field sketches of conditions to depict "as-built" construction.
- Photograph and document existing conditions pertaining to building envelope construction.
- Trace existing roof and building wall leak conditions.

EXISTING CONSTRUCTION

Based upon information provided to PRC by the City of Gladstone, the building was erected on or around 1940. The exterior structure consists of 6-inch thick unreinforced cast in place (CIP) concrete walls and is two stories tall. The building has taken on three major additions since original construction. The City Hall Building houses a multitude of offices and departments, including: City Officials offices, City Water offices, City Building Official office, City Court Room, City Judge office, and the City Police Station. Visual observations of existing conditions confirmed that the building was constructed and modified in a minimum of three phases.

The exterior building envelope utilizes two types of systems; both are considered "barrier" systems. The system utilizes sealant dependent details to weatherproof exterior windows and other wall penetrations. The exterior cladding was mostly constructed using cast in place concrete with a urethane coating. A small building addition utilizes a combination of cement plaster over concrete masonry units (CMU) and exposed CMU with a urethane coating.

INDEPENDENT CONSULTANTS FOR ROOFING | WATERPROOFING | BUILDING ENVELOPE SYSTEMS

1108 SE GRAND AVENUE, SUITE 300 PORTLAND, OR 97214 503 280-8759 FAX 503 280-8986 ProfessionalRoofConsultants.com

8-37

1. Exterior Walls: Original Construction and Police Station Addition: The exterior walls are constructed with varying thickness of unreinforced cast in place concrete walls. The exterior surface is protected with a urethane coating. The interior wall section utilizes 2x2 furring with an interior cement plaster finish.

City Hall Addition: The exterior wall is constructed from CMU with urethane coating. A section along the south facing wall also includes a stucco assembly installed over the CMU. The interior side of the wall is constructed with 2x2 furring with 2-inch expanded polystyrene and ½-inch gypsum sheathing.
2. Roof Systems: The roof systems were evaluated by PRC in the Fall of 2010. The evaluation concluded that all roof systems on all roof areas were at or near expiration. Substantial modifications will be required to improve roof slope, drainage, and flashings.
3. Window Systems: Window systems consist of single glazed glass panes seated inside wood frames. Window and door systems located at the main entrance and south entrance is extruded aluminum storefront assemblies which utilize a compression glazed system.

ASSESSMENT

- The exterior wall has developed cracks through the system at numerous locations that leak into the building primarily along the west and south facing wall. The exterior wall system could receive a new "rain screen" siding system installed over the cast in place concrete wall to provide a long term, weathertight assembly.
- The section of the building that utilizes a cement plaster system over the CMU walls has signs of deterioration and is recommended to be removed and replaced with a system that is better suited for the entire building exterior.
- The roof systems have expired and have had ongoing leaks for an extended period of time. Roof replacement is recommended. Ponding water is occurring due to limited roof slope that has continued to deteriorate the existing roof and create ongoing leaks. Modifications to the building have also created changes to the building exterior; however, the exterior modifications have been performed as "quick fixes" and have since deteriorated or resulted in additional repairs that will need to be performed in the immediate future. Substantial modifications will be required to implement a roof replacement project that will include upgraded drainage systems, slope changes, and HVAC modifications at a minimum to meet current building code requirements.
- The windows are outdated and are leaking at most locations. The windows are likely from original construction and have resulted in continued water damage through water intrusion as well as condensation. The storefront window and door assemblies are outdated and are not energy efficient compared to current standards.
- The building utilizes little if any insulation throughout the entire building. Only two inches of insulation was observed along a portion of the east wall and north walls. A majority of the roof areas and exterior walls were found to have no insulation.
- The main entrance exterior trellis and entrance canopy have deteriorated and are showing signs of potential collapse. The main entrance will require complete removal and replacement in an effort to avoid potential collapse.

CONCEPTUAL SCOPE

- Install rain screen siding assembly: Install spray applied vapor barrier over existing exterior walls. Install hat channel to offset new exterior siding system. Install stucco assembly over hat channels and standoffs.
- Install new 3-ply Styrene Butyl Styrene (SBS) roof assembly over all roof areas with tapered ridged insulation. Install new sheet metal flashings and low maintenance penetration flashings.
- Install new insulated aluminum framed block windows and new insulated storefront window and door assemblies.
- Insulate all exterior walls utilizing standoffs with spray applied insulation that would provide a continuous insulation to meet current code requirements.
- Remove and install new covered entry way.

Conceptual estimate: \$680,000.00 (Budgetary estimate includes a 20% contingency.)

Please feel free to call if you have any questions or concerns regarding this letter report, or if we may be of further assistance.

Sincerely,



Ronald P. Maine, RRO
SENIOR TECHNICAL SPECIALIST
PROFESSIONAL ROOF CONSULTANTS, INC.



CARLETON HART ARCHITECTURE
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AGREEMENT –

**PHASED - RENOVATION OF CITY HALL
CITY OF GLADSTONE**

2 August 2012

Mr. Pete Boyce, City Administrator
City of Gladstone
525 Portland Avenue
Gladstone OR 97027

“Owner

RE: Phased Renovation – Gladstone City Hall
525 Portland Avenue
Gladstone Oregon

Dear Pete,

We are pleased to provide you with this proposal to provide comprehensive architectural & engineering design services for the phased renovation of City of Gladstone's City Hall at 525 Portland Avenue. Based on the direction received from the City Council this proposal was developed to represent all three phases of the project: roof replacement, building envelope and interior renovation. Carleton Hart Architecture (CHA) will be the "architect-of-record" for this phase renovation and be responsible for coordinating the architectural design efforts as well as managing all other design aspects of the project. We're proposing to collaborate with experienced firms that we have built a strong relationship from many years of working together. I will serve as your point of contact during the design process and will maintain a strong presence throughout the project.

PROJECT OVERVIEW

The facility was built in four stages: three stages of construction were built as one floor, and one stage represents a two story section with a total building area of approx. 10,690 sq. ft. Occupancy on the first floor consists of 8,290 sq. ft while the second floor consists of 2,400 sq. ft. Construction will occur as a "phased approach".

- Phase I – Roof Replacement
- Phase II – Building Envelope Renovation
- Phase III – Interior Renovation

ENVIRONMENTAL ASSESSMENT

In addition we assume environmental assessment of the proposed project site and possible hazardous materials mitigation is the Owners' responsibility and does not fall within our Scope of Services. CHA will be glad to assist in coordinating this effort; however any contract for these services will be directly with the Owner. Any additional CHA expenses will be billed to you directly as an additional expense.

PROJECT TEAM

The following firms will compose our design team,

Bill Hart, AIA, Principal of Carleton Hart Architecture, will serve as the Principal-In-Charge and be responsible for design services on this project. The project team will have a Project Manager and Project Architect to coordinate activities of the internal design team and sub-consultants. They will assist me once the design contract has been approved and work is authorized to begin. CHA will be involved in all three phases of the project, Phase I – III.

Ron Maine, Senior Technical Specialist from Professional Roof Consultants will provide technical assistance during two phases of the project: Phase I, Roof Replacement, and Phase II, Building Envelope Renovation.

8-40

Ralph Turnbaugh, P.E., from TM Rippey Consulting Engineers will be responsible for the structural engineering for vertical forces as well as seismic upgrades. TM Rippey will be involved in providing engineering services during all three phases of the project, Phase I – III.

Rick Dusa, P.E. Principal from MKE & Associates will serve as team leader to coordinate electrical engineering services for the project. MKE will be involved in providing design engineering services during two phases of the project: Phases II, Building Envelope Renovation, and Phase III, Interior Renovation.

Jim Jerde, AIA, Principal from Architectural Cost Consultants (ACC) will be responsible for the cost estimating on the project during all three phases.

SCOPE OF SERVICES

Our recommended approach is to work with you to develop a specific building program that considers your development goal. This proposal assumes that you, the Owner, will provide us with all information on the existing site, such as legal descriptions, soils reports, topographic surveys, environmental reports, etc. We are proposing a "guaranteed maximum fee" contract amount, excluding reimbursable expenses, for professional design and engineering services.

Please see Exhibit A for a comprehensive description of our proposed scope of services for all three phases.

OWNER'S RESPONSIBILITIES

We anticipate you will designate a representative who will serve as the primary point of contact for the duration of the project.

AMENDMENTS

All amendments which are mutually agreed upon by and between the parties to this Agreement shall be reduced to writing and executed with the same formalities as this Agreement.

FEES & EXPENSES

We propose a fee arrangement with a "not-to-exceed" amount which compensates the architect on the basis of actual time and expenses incurred in providing services. The fee is a "guaranteed maximum fee" which will not be exceeded without prior written authorization from you. Unless the program requirements change significantly or you request services beyond those described above, professional design services will not be invoiced for more than the proposed amount. You will be invoiced for "time and materials" on a monthly basis for service and expenses incurred.

Please see Exhibits B, C & D for respective fees for Phase I, II and III.

REIMBURSABLE EXPENSES

Reimbursable costs are direct costs of the Project incurred by CHA and consultants, which are in addition to the above hourly rates. These expenses include items such as printing, photocopying, mileage, fax transmissions, photography expenses, messenger service, etc. and will be billed at cost plus 10%. Estimates for reimbursable expenses are typically 8% of the design services fee.

ADDITIONAL SERVICES

Additional services beyond the scope of services previously described shall be provided if authorized or confirmed in writing in advance by your office and shall be paid for as provided in this Agreement. Compensation for Additional Services as described above shall be computed as per the following hourly rates:

ARCHITECTURAL

Carleton Hart Architecture.

Principal	\$150/hr.
Senior Project Manager	\$120/hr.
Project Architect	\$100/hr.
Job Captain	\$85/hr.

8-41

Production/Technical Staff	\$65/hr.
Administration	\$45/hr.

BUILDING ENVELOPE CONSULTANT

Principals	\$125/hr.
Sr. Consultant	\$110/hr.
Technical Specialist	\$95/hr.
Roof Inspector	\$75/hr.
CAD Technician	\$75/hr.
Word Processing	\$55/hr.
Arbitration/Mediation	\$155/hr.

STRUCTURAL

TM Rippey Consulting Engineers	
Project Engineer	\$130/hr.
Design Engineer	\$90/hr.
CAD Technician	\$100 - 75/hr.
Admin	\$50/hr.

MECHANICAL/ELECTRICAL

MKE & Associates	
Principal	\$130/hr.
Sr. Project Manager	\$100/hr.
Project Engineer	\$100/hr.
Technician	\$100/hr.
CAD Drafting	\$55/hr.
Admin	\$50/hr.

COST CONSULTANT

Architectural Cost Consultants	
Principal	\$141/hr.
Sr. Estimator	\$112/hr.
Technical	\$78/hr.
Mechanical	\$112/hr.
Electrical	\$112/hr.

CONDITIONS

Payment Schedule

Payment for professional services and reimbursable expenses will be submitted monthly, based on work completed and will be due and payable upon receipt of CHA's invoice. Amounts unpaid fifteen (15) days after invoice date shall bear interest at the rate of 1.5 percent per month on past due amount.

Ownership Of Documents

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by CHA for use solely for this Project as instruments of service shall remain the property of CHA and shall retain all common law, statutory and other reserved rights, including the copyright thereto.

The Owner has the right to reproduce and distribute the drawings and other documents as needed. The Owner also retains the right to reuse these documents as reference only, in conjunction with future work to this facility that might be completed by others.

Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the Owner and CHA, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of CHA and its officers, directors, partners, employees, shareholders, owners and Consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of CHA and its officers, directors, partners, employees, shareholders, owners and Consultants shall not exceed \$50,000 or the total fee for services

8-42

rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Indemnification

Carleton Hart Architecture, PC and the Owner mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from their own negligent acts, errors or omissions in the performance of their services under this Contract, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

Mediation

The parties mutually agree that any dispute under this Contract will be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to the commencement of arbitration or litigation. Such mediation shall occur in Portland, Oregon and the mediator's fees and expenses shall be shared equally by the parties. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

RFI's

The Owner warrants he or she will cause the Contractor to review any requests for information (RFIs) submitted by subcontractors prior to submission to CHA to ensure such RFIs are not already clearly and unambiguously answered in the Contract Documents. CHA shall be paid by the Contractor for his or her time in reviewing RFIs which are already clearly answered or inferable from the Contract Documents in accordance with CHA's standard rates. In the event of a disagreement over such compensation, the judgment of the Owner's representative shall prevail.

Shop Drawing Review

CHA shall review and approve Contractor submittals, such as shop drawings, product data, samples and other data, as required by CHA but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. CHA's review shall be conducted with reasonable promptness while allowing sufficient time in CHA's judgment to permit adequate review. Review of a specific item shall not indicate that CHA has reviewed the entire assembly of which the item is a component. CHA shall not be responsible for any deviations from the contract documents not brought to the attention of CHA in writing by the Contractor. CHA shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

Attorney's Fees

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

Corporate Protection

It is intended by the parties to this Agreement that CHA's services in connection with the project shall not subject CHA's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against CHA, an Oregon professional corporation, and not against any of CHA's employees, officers or directors.

Delays

CHA is not responsible for delays caused by factors beyond CHA's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of CHA's services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond CHA's reasonable control occur, the Client agrees that CHA is not responsible for damages, nor shall CHA be deemed to be in default of this Agreement.

Termination

Either the Client or CHA may terminate this Agreement at any time with or without cause upon giving the other party thirty (30) calendar days prior written notice. The Client shall within sixty (60) calendar days of termination pay CHA for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

Thank you for giving us the opportunity to present this proposal to you. If you have any questions or would like to discuss this proposal, please give me a call at your convenience.

If you would like to proceed with this Agreement, please sign below and return a copy to our office.

Submitted by:

Approved by:



William Hart
Carleton Hart Architecture, PC

Pete Boyce, City Administrator
City of Gladstone

Date



CARLETON HART ARCHITECTURE
322 nw 8th avenue portland, oregon 97209
t 503 243 2252 | f 503 243 3261 | carletonhart.com

EXHIBIT A - SCOPE OF SERVICES

project: Gladstone City Hall - Renovation date: 2 August 2012
project no: 21170
re: Scope of Services - Comprehensive Design Services
Phase I – Roof Replacement
Phase II – Building Envelope Renovation
Phase III – Interior Renovation\

We are proposing a three phase approach to the renovation of Gladstone's City Hall. Please find a comprehensive description of the scope of services for all three phases.

Phase I – Roof Replacement will focus on a roof replacement of the existing roof while keeping the existing HVAC equipment in place.

Phase II – Building Envelope Renovation will concentrate on the building envelope to provide energy efficient upgrades that will include: replacement of windows, the additional insulation at the exterior shell, evaluation of existing HVAC equipment, and programming for future interior improvements.

Phase III – Interior Renovation will address interior improvement and ADA upgrades.

PHASE I – ROOF REPLACEMENT

Focus: Roof replacement of the existing roof while keeping the existing HVAC equipment in place.

DESCRIPTION OF COMPREHENSIVE DESIGN SERVICES

- PRELIMINARY DESIGN**
- 1 Project Team Meeting (#1) w/ City to discuss and document project goals, project budget and schedule, special funding requirements, etc. Discussions about design considerations and building modifications.
 - 2 Obtain and review available documents provided by the City: as-built drawings, warranties, reports and other important data pertaining to the building for the purpose of determining as-built conditions.
 - 3 Assist Owner in obtaining environmental reports from an independent third party.
 - 4 Meeting w/ Clackamas Co. planning and bldg. dept. to introduce the project, document required review and approval processes, and discuss potential concerns.
- SCHEMATIC DESIGN**
- 5 Schedule and conduct exterior and interior site investigations: verify existing construction, determine related scopes of work.
 - 6 Conduct a roof survey to establish "as-built" roof plan to be used as a base drawing for roof replacement.
 - 7 Develop record drawings of existing building & conditions related to roof replacement.
 - 8 Prepare initial Schematic Design drawings of the roof system options. Develop options of limited seismic upgrades related to phased development.
 - 9 Meeting (#2) w/ City to review Schematic Design
 - 10 Meeting w/ Design Team to incorporate City review comments and design/scope modifications
 - 11 Prepare final Schematic Design documents: plans, general details, preliminary specifications.
 - 12 Meeting (#3) w/ City to review final schematic design documents and obtain approval to proceed.
- DESIGN DEVELOPMENT**
- 13 Refine drawings, as necessary, based upon review comments from the City.
 - 14 Produce final Design Development documents: drawings and specifications.
 - 15 Meeting (#4) w/ City to review final design development documents and obtain approval to proceed.
- 95% DESIGN DOCUMENTS (CD)**
- 16 Design & produce 95% design documents (drawings and specifications) including demolition and proposed improvements.
 - 17 Prepare 95% technical specifications
 - 18 Submit 95% design documents to CHA for review.
 - 19 Meeting w/ City of Gladstone to receive review comments from City staff.
 - 20 Meeting w/ Design Team to review and incorporate city comments.
 - 21 Prepare 100% construction bid documents for competitive public bidding. CHA to assist City with bidding instructions for specs. Obtain approval to proceed.
- 100% DESIGN DOCUMENTS**
- 22 Submit construction documents to Clackamas County for building permit review.
 - 23 Design Team available for questions & to modify documents per Clackamas County review comments.
 - 24 Permit issued.
- CONSTRUCTION**
- 25 Attend mandatory pre-bid conference at project site.
 - 26 Assist City in responding to bidder's questions regarding scope of work, substitution requests, requests for clarification, etc.
 - 27 Assist with the preparation of addenda, if required.
 - 28 Attend a bid review meeting to evaluate bids and make a recommendation for award.
 - 29 Assist the City in executing the Construction Contract, if necessary.

- 30 Attend pre-construction mtg. w/ City's contract administrator, Gen Contractor, and key sub-contractors.
- 31 Review, evaluate & distribute project submittals, shop drawings, etc. Submittals to CHA for review & distribution.
- 32 Consultants available to provide immediate response to contractor Requests for Information (RFI's) as needed.
- 33 Assist in issuing clarification and contract change documentation, as needed.
- 34 Provide up to ten (10) site visits during the course of construction.
- 35 Issue punch lists of completed construction at Substantial Completion.
- 36 Issue Final Completion documentation at project completion
- 37 Issue as-built drawings
- 38 11 month warranty walk-through and review.

Exclusions

Work not included in this agreement:

- Any fees for reviews, permits, systems development, etc., levied by applicable agencies towards the project.
- Any special inspections that may be required.
- Any environmental reports or abatement specifications.
- Any data services: computer cabling, television and security systems.
- Any communications services: telephone cable and equipment.
- Any geotechnical services.
- Any site surveying services
- Any civil engineering services.
- Any perspectives renderings or models.

PHASE II – BUILDING ENVELOPE RENOVATION

Focus: Improve building envelope to provide energy efficient upgrades which include: replacement of windows, the additional insulation at the exterior shell, evaluation of existing HVAC equipment, and programming for future interior improvements.

DESCRIPTION OF COMPREHENSIVE DESIGN SERVICES

PRELIMINARY SCHEMATIC DESIGN

- 1 Meeting w/ City and stakeholders & pertinent Design Team members to discuss project goals, project budget, project scope, and schedule. Address: specific program requirements, seismic and ADA upgrades, energy upgrades, exterior cladding system components, window replacement, etc.
- 2 Obtain and review available Documents, as-built drawings, warranties, report, and other important data pertaining to existing conditions.
- 3 Schedule and conduct exterior/interior investigations: verify existing conditions.
- 4 Develop record drawings of existing building and conditions, floor plans & building sections.
- 5 Design Team to consider exterior cladding, window replacement & seismic upgrade options.
- 6 Meeting w/ City to review exterior cladding, window replacement options. City to select preferred options.
- 7 Develop Schematic Design (SD) cost estimate (Cost Est. #1).
- 8 Meeting w/ City to review Final Schematic Design documents & obtain approval to proceed.
- 9 Meeting w/ Clackamas County to update them on the status of the project.

DESIGN DEVELOPMENT

- 10 Prepare preliminary details based upon selected exterior cladding system, door/window components & seismic upgrades.
- 11 Meeting w/ Design Team to track project progress and discuss various architectural & structural improvements.
- 12 Produce final Design Development documents: drawings & preliminary specifications.
- 13 Develop Design Development (DD) cost estimate (Cost Est. #2).
- 14 Meeting w/ City to review final design development documents. Obtain approval to proceed.
- 15 Meet w/ Clackamas Co. to update them on the status of the project, if necessary.

CONSTRUCTION DOCUMENTS

- 16 Meeting w/ Design Team to review and incorporate City comments and discuss further course of action.
- 17 Design and produce 95% design drawings & technical specifications: include demolition and proposed improvements.
- 18 Submit 95% design documents to CHA to review.
- 19 Meeting w/ City to review 95% documents and receive review comments from City staff.
- 20 Meeting w/ Design Team to review and incorporate City comments.
- 21 Develop Construction Document (CD) cost estimate (Cost Est. #3).
- 22 Prepare 100% construction bid documents for competitive public bidding. CHA to assist City with bidding instructions for specs. Obtain approval to proceed.

PERMITS

- 23 Submit construction documents to Clackamas County for building permit review.
- 24 Design Team available for questions & to modify documents per County review comments.
- 25 Permit issued.

BIDDING

- 26 Attend mandatory pre-bid conference at project site.

- 27 Assist City in responding to bidder's questions regarding scope of work, substitution requests, request for clarification, etc.
- 28 Assist with the preparation of addenda, if required.
- 29 Attend a bid review meeting evaluate bids and make a recommendation for award.
- 30 Assist the City in executing the Construction Contract, if necessary.

CONSTRUCTION ADMINISTRATION (C.A.)

- 31 Attend pre-construction mtg. w/ City's contract administrator, Gen Contractor, and key sub-contractors.
- 32 Review, evaluate & distribute project submittals, shop drawings, etc. Submittals to CHA for review & distribution.
- 33 Consultants available to provide immediate response to contractor Requests for Information (RFI's) as needed.
- 34 Assist in issuing clarification and contract change documentation, as needed.
- 35 Provide up to sixteen (16) site visits during the course of construction.
- 36 Issue punch lists of completed construction at Substantial Completion.
- 37 Issue Final Completion documentation at project completion.

POST-CONSTRUCTION

- 38 Issue as-built drawings
- 39 11 month warranty walk through and review (Month 23)

Exclusions

Work not included in this agreement:

- Any fees for reviews, permits, systems development, etc., levied by applicable agencies towards the project.
- Any special inspections that may be required.
- Any landscape architectural design services.
- Any environmental reports or abatement specifications.
- Any data services: computer cabling, television and security systems.
- Any communications services: telephone cable and equipment.
- Any geotechnical services.
- Any site surveying services
- Any civil engineering services.
- Any perspective renderings or models.

PHASE III – INTERIOR RENOVATION

Focus: Interior renovation will address interior improvements and ADA upgrades.

DESCRIPTION OF COMPREHENSIVE DESIGN SERVICES

- 1 Meeting w/ City to review and confirm project goals, project budget and schedule. Address specific program requirements, seismic, ADA and energy upgrades.
- 2 Obtain and review City updates to program requirements.
- 3 Meet with specific project stakeholders: law enforcement, City Depts. and building management to review specific program requirements.
- 4 Develop program statement defining functions, areas, relationships between spaces, and requirements for fixtures, finishes and equipment.
- 5 Review final program statement and submit to City representative for review. Obtain approval to proceed.
- 6 Meet with Clackamas County to update them on project status.
- 7 Based on the approved program, develop schematic design.
- 8 Develop preliminary descriptions of building systems and equipment.
- 9 Develop options for seismic upgrades.
- 10 Incorporate energy & water saving strategies into the design.
- 11 Meet w/ City representative to review progress set.
- 12 Team Mtg. (#2) to review schematic design based on review comments from the City.
- 13 Develop preliminary construction cost estimate. (Cost Est. #1)
- 14 Finalize Schematic Design package: drawings, preliminary specs and cost estimate.
- 15 Meet w/ City representative to review final SD documents. Obtain approval to proceed.
- 16 Based on City's approval, refine schematic design based on City's review comments.
- 17 Meeting w/ Design Team to track project progress and discuss various architectural & structural improvements.
- 18 Produce final DD package: drawings, and preliminary specifications.
- 19 Develop DD cost estimate. (Cost Est. #2)
- 20 Meet w/ City representative to review final design development documents. Obtain approval to proceed.
- 21 Meet w/ Clackamas Co. to update them on the status of the project, if necessary.
- 22 Meeting w/ Design Team to review and incorporate City comments and discuss further course of action.
- 23 Design and produce 95% design drawings & technical specifications: include demolition and proposed improvements.
- 24 Submit 95% design documents to CHA to review.
- 25 Meeting w/ City to review 95% CD documents and receive review comments from City Staff
- 26 Meet w/ Design Team to review and incorporate City comments.
- 27 Develop Construction Documents (CD) cost estimate. (Cost Est. #3)
- 28 Prepare 100% construction bid documents for competitive public bidding. CHA to assist City with bidding instructions for specs. Obtain approval to proceed.
- 29 Submit construction documents to Clackamas County for building permit review.
- 30 Design team available for questions & to modify documents per County review comments.
- 31 Permit issued.

- 32 Attend a pre-bid conference at project site.
- 33 Assist the City in responding to bidder's questions regarding the scope of work, substitution requests, requests for clarification, etc.
- 34 Assist with the preparation of addenda, if necessary.
- 35 Attend a bid review meeting to evaluate bids and make a recommendation for award.
- 36 Assist the City executing the Construction Contract, if necessary.
- 37 Attend pre-construction mtg. w/ City's contract administrator, Gen Contractor, and key sub-contractors.
- 38 Review, evaluate and distribute project submittals, shop drawings, etc. Submittals to CHA for review & distribution.
- 39 Consultants available to provide immediate response to contractor Requests for Information (RFI's) as needed.
- 40 Assist in issuing clarification and contract change documentaton, as needed.
- 41 Provide up to thirty two (32) site visits during the course of construction.
- 42 Issue punch lists of completed construction at Substantial Completion
- 43 Issue Final Completion documentation at project completion
- 44 Issue as-built drawings
- 45 11 month warranty walk through and review.

Exclusions

Work not included in this agreement:

- Any fees for reviews, permits, systems development, etc., levied by applicable agencies towards the project.
- Any special inspections that may be required.
- Any environmental reports or abatement specifications.
- Any data services: computer cabling, television and security systems.
- Any communications services: telephone cable and equipment.
- Any geotechnical services.
- Any site surveying services
- Any civil engineering services.
- Any perspective renderings or models.

EXHIBIT B - FEE MATRIX

PROJECT: Gladstone City Hall - Renovation
 PROJECT NO: 21170
 Carleton Hart Architecture

PHASE I: ROOF REPLACEMENT

	Schematic Design	Design Development	Const. Documents	Bid/Permit	Const Admin	Post Const	Sub-Total Fee
Architectural (CHA)	\$16,220	\$4,230	\$12,790	\$2,820	\$5,520	\$0	\$41,580
Building Envelope (PRC)	\$2,600	\$4,300	\$14,400	\$1,600	\$22,400	\$0	\$45,300
Structural (TMR)	\$5,955	\$920	\$4,540	\$2,150	\$4,210	\$0	\$17,775
Mechanical/Electrical (MKE)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cost Consultant (ACC)	\$0	\$0	\$1,329	\$0	\$0	\$0	\$1,329
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Professional Services	\$24,775	\$9,450	\$33,059	\$6,570	\$32,130	\$0	\$105,984
Estimate of Expenses							\$8,479
Total							\$114,463

15-80

EXHIBIT C - FEE MATRIX

PROJECT: Gladstone City Hall - Renovation
 PROJECT NO: 21170
 Carleton Hart Architecture

PHASE II: BUILDING ENVELOPE RENOVATION

	Schematic Design	Design Development	Const. Documents	Bid/Permit	Const Admin	Post Const	Sub-Total Fee
Architectural (CHA)	\$13,130	\$18,570	\$28,610	\$3,060	\$15,100	\$0	\$78,470
Building Envelope (PRC)	\$1,100	\$2,300	\$12,330	\$1,660	\$22,400	\$0	\$39,790
Structural (TMR)	\$2,910	\$2,380	\$6,860	\$1,580	\$4,770	\$0	\$18,500
Mechanical/Electrical (MKE)	\$1,145	\$300	\$100	\$125	\$0	\$0	\$1,670
Cost Consultant (ACC)	\$1,173	\$1,173	\$750	\$0	\$0	\$0	\$3,096
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Professional Services	\$19,458	\$24,723	\$48,650	\$6,425	\$42,270	\$0	\$141,526
Estimate of Expenses:							\$11,322
Total							\$152,848

8-53

EXHIBIT D - FEE MATRIX

PROJECT: Gladstone City Hall - Renovation
 PROJECT NO: 21170
 Carleton Hart Architecture

PHASE III: INTERIOR RENOVATION

	Schematic Design	Design Development	Const. Documents	Bid/Permit	Const Admin	Post Const	Sub-Total Fee
Architectural (CHA)	\$28,890	\$17,240	\$32,680	\$3,510	\$26,790	\$0	\$109,110
Building Envelope (PRC)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Structural (TMR)	\$3,040	\$3,220	\$5,040	\$1,610	\$5,050	\$0	\$17,960
Mechanical/Electrical (MKE)	\$4,890	\$3,640	\$6,280	\$380	\$5,755	\$0	\$20,945
Cost Consultant (ACC)	\$2,089	\$1,835	\$974	\$0	\$0	\$0	\$4,898
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Professional Services	\$38,909	\$25,935	\$44,974	\$5,500	\$37,595	\$0	\$152,913
Estimate of Expenses							\$12,233
Total							\$165,146

4510

LETTER OF TRANSMITTAL

**COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES**



110 SW Yamhill Street, Suite 200
Portland, OR 97204 USA
MAIN +1 503 226 0983
FAX +1 503 273 4273
WEB www.colliers.com

January 28, 2013

Jolene Morishita
City of Gladstone
525 Portland Avenue
Gladstone, Oregon 97027

RE: City Hall Office Building
525 Portland Avenue
Gladstone, Oregon 97027

Colliers File #: C121378

Ms. Morishita:

This appraisal report is intended to satisfy the scope of work and requirements agreed upon by the City of Gladstone and Colliers International Valuation & Advisory Services. At the request of the client, this appraisal is presented in a Summary appraisal format as defined by USPAP Standards Rule 2-2(b). This format provides a summary description of the appraisal process, subject and market data, and valuation analyses.

The purpose of this appraisal is to develop an opinion of the As Is Market Value of the subject property's fee simple interest. The following table conveys the final opinion of market value that is developed within this appraisal report.

VALUE TYPE	INTEREST APPRAISED	DATE OF VALUE	VALUE
As-Is Market Value	Fee Simple	January 7, 2013	\$370,000

The subject consists of the Gladstone City Hall office building which totals 10,138 SF NRA and is located on a 0.21 acre site at 525 Portland Avenue in Gladstone, Oregon. The subject property is 100% owner occupied by the City of Gladstone and is described in greater detail within the attached report.

It should be noted the improvements are currently in a poor to fair condition and asbestos is present. This appraisal applies estimated costs to cure the deferred maintenance and asbestos remediation or containment as no cost estimates were available.

The analyses, opinions, and conclusions communicated within this appraisal report were developed based upon our interpretation of the requirements and guidelines of the current Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics, and the Standards of Professional Appraisal Practice of the Appraisal Institute.

The Extraordinary Assumptions and/or Hypothetical Conditions that were made during the appraisal process to arrive at our opinions of value are fully discussed below. We advise the client to consider these issues carefully given the intended use of this appraisal, as this use might have affected the assignment results.

3-55

EXTRAORDINARY ASSUMPTIONS

The Clackamas County Department of Assessment reported that a portion of the subject improvements are located on the parcel adjacent to the northwest; therefore, this appraisal is subject to the extraordinary assumption that a lot line adjustment would be made so the subject improvements would be located on one site only. Additionally, this appraisal is subject to the extraordinary assumption that costs estimated to cure deferred maintenance and either contain or remediate the asbestos are accurate (\$60/SF). If the preceding assumptions are inaccurate, it could have an impact on the estimated market values, and modification to the analysis and conclusions may be warranted.

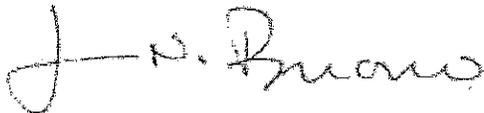
HYPOTHETICAL CONDITIONS

No Hypothetical Conditions were made for this assignment.

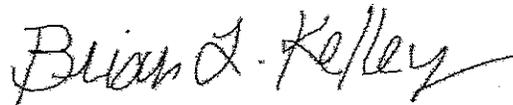
The signatures below indicate our assurance to the client that the development process and extent of analysis for this assignment adhere to the scope requirements and intended use of the appraisal. If you have any specific questions or concerns regarding the attached appraisal report, or if Colliers International Valuation & Advisory Services can be of additional assistance, please contact the individuals listed below.

Sincerely,

**COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES**



Jeff Buono
Certified General Real Estate Appraiser
State of Oregon License #C001055
503.542.5414
jeff.buono@colliers.com



Brian Kelley, MAI
Certified General Real Estate Appraiser
State of Oregon License #C000141
503.542.5412
brian.kelley@colliers.com

8-56

LETTER OF TRANSMITTAL

**COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES**



110 SW Yamhill Street, Suite 200
Portland, OR 97204

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FAX +1 503.273.4273
WEB www.colliers.com

January 29, 2013

Jolene Morishita
City of Gladstone
525 Portland Avenue
Gladstone, OR 97027

RE: Webster & Oatfield Land
SE Webster Road & SE Oatfield Road
Gladstone, Oregon, 97027

Colliers File #: C130123

Dear Ms. Morishita:

This appraisal report is intended to satisfy the scope of work and requirements agreed upon by City of Gladstone and Colliers International Valuation & Advisory Services. The date of this report is January 29, 2013. At the request of the client, this appraisal is presented in a summary appraisal format as defined by USPAP Standards Rule 2-2(b). This format provides a summary description of the appraisal process, subject and market data and valuation analyses.

The purpose of this appraisal is to develop an opinion of the As-Is Market Value of the subject property's fee simple interest. The following table conveys the final opinion of market value of the subject property that is developed within this appraisal report:

VALUE TYPE	INTEREST APPRAISED	DATE OF VALUE	VALUE
As-Is Market Value	Fee Simple	January 11, 2013	\$3,370,000

The subject is vacant Commercial Land totaling 15.47 acres located at SE Webster Road & SE Oatfield Road, Gladstone, Oregon, 97027.

The analyses, opinions and conclusions communicated within this appraisal report were developed based upon our interpretation of the requirements and guidelines of the current Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

The Extraordinary Assumptions and/or Hypothetical Conditions that were made during the appraisal process to arrive at our opinions of value are fully discussed below. We advise the client to consider these issues carefully given the intended use of this appraisal, as this use might have affected the assignment results.

8-57

EXTRAORDINARY ASSUMPTIONS

No Extraordinary Assumptions were made for this assignment.

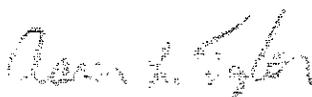
HYPOTHETICAL CONDITIONS

No Hypothetical Conditions were made for this assignment.

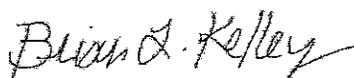
The signatures below indicate our assurance to the client that the development process and extent of analysis for this assignment adhere to the scope requirements and intended use of the appraisal. If you have any specific questions or concerns regarding the attached appraisal report, or if Colliers International Valuation & Advisory Services can be of additional assistance, please contact the individuals listed below.

Sincerely,

**COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES**



Aaron Taylor
Senior Valuation Specialist
Certified General Real Estate Appraiser
State of Oregon License #C000585
503.542.5457
aaron.taylor@colliers.com



Brian Kelley, MAI
Senior Valuation Services Director
Certified General Real Estate Appraiser
State of Oregon License #C000141
503.542.5412
brian.kelley@colliers.com

8-58

City of **GLADSTONE**

Date: July 5, 2013

To: Mayor and City Council

From: Pete Boyce, City Administrator

PB

Re: Siberian Lynx

Gladstone citizen Pat Clark is requesting City Council consider amending Gladstone Municipal Code (GMC) 6.08.050 Keeping wild or dangerous animals – Prohibited-Defined. Mr. Clark would like to add the Siberian Lynx to the list of animals under 6.08.050 (e).

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Gladstone Municipal Code

Up **Previous** **Next** **Main** **Search** **Print** **No Frames**

[Title 6 ANIMALS](#)

[Chapter 6.08 ANIMALS](#)

6.08.050 Keeping wild or dangerous animals—Prohibited—Defined.

(1) It is unlawful for any person to hold, possess, maintain, harbor, transport or sell within the city any living wild or dangerous animal.

(2) "Wild or dangerous animal," for the purposes of this section, means and includes any and all species of:

- (a) poisonous reptiles;
- (b) lizards belonging to the family Varanidae;
- (c) nonpoisonous snakes with a length greater than six feet;
- (d) crocodylians with a length greater than one foot;
- (e) all species of nonhuman mammals, excepting the:
 - (A) domestic cat (*Felis Catus*);
 - (B) Chinchilla (*Chinchilla Laniger*);
 - (C) domestic dog (*Canis Familiaris*);
 - (D) domestic ferret (*Mustela Putorius*);
 - (E) Mongolian gerbil (*Meriones Unguiculatus*);
 - (F) guinea pig (*Cavia Porcellus*);
 - (G) hamster (*Mesocricetus Auratus* or *Cricetinae*, Dwarf Strains);
 - (H) domestic laboratory mouse (*Mus Musculus*);
 - (I) domestic rabbit (*Oryctolagus Coniculus*);
 - (J) domestic laboratory rat (*Rattus Albino Strain*);
 - (K) squirrel monkey (*Saimiri Vanzolinii* or *Saimiri Sciureus*);
 - (L) woolly monkey (*Lagothrix Lagotricha*); and
 - (M) domestic species of livestock as listed in GMC Section 6.08.010.

Statutory Reference: ORS 609.205

History: Ord. 821 §2, 1973.; Ord. 1389, 2007.

9-2



Gladstone Police Department Memorandum

TO: Gladstone City Council
FROM: Jim Pryde, Chief of Police
DATE: July 9, 2013
SUBJECT: Proposal for Reorganization of the Gladstone Police Department Command Staff

AGENDA ITEM:

Gladstone Police Department command staff reorganization.

PROPOSAL:

The Gladstone Police Department proposes to reorganize its command staff to create a lieutenant position out of one of the existing sergeant positions and replace that sergeant position with an acting sergeant career development position.

RECOMMENDATION:

The city administrator and the Gladstone Police Department command staff support this reorganization proposal and have been involved in its development. City council recently approve the FY 2013/2014 city budget that contains the salary line items relevant to this proposal.

STAFF CONTACT & PRESENTER:

Chief Jim Pryde, 503-557-2765, pryde@ci.gladstone.or.us

BACKGROUND & ANALYSIS:

The Gladstone Police Department is a busy place and serves a population of just under 12,000 residents in the greater Portland metro area. The average annual number of calls for service over the past three years is just under 12,000. The police department has been working hard to keep Gladstone safe and in terms of organizational development, is evolving from good to great – becoming a department of best practices and establishing a culture of exceeding customer expectations. We continue to work on the professional development of our employees. Our goal is to become state accredited by the end of the year. In keeping with our public policy on policing, we actively participate in community organizations such as the Gladstone Emergency Management Support Team, Gladstone Youth Coalition, National Night Out Against Crime committee, Gladstone School District Youth Service Team, Gladstone-Oak Grove Kiwanis and the Gladstone Business Association – to name a few. We are invested in important regional partnerships with the CCOM (911 Center) Board of Directors, Clackamas 800 Board of Directors, FBI Joint Terrorism Task Force Board of Directors, Clackamas County Interagency Drug Task Force Board of Directors, Homeland Security Task Force and the Clackamas County Emergency Operations Center. Each of these partnerships is important to the safety of Gladstone community members.

Last November, Gladstone residents supported the approval of our police levy with a resounding 78% majority vote – a 21% greater approval rate than the 2008 police levy vote.

One of our top priorities in improving Gladstone Police Department operations is creating a culture of opportunity for staff. This helps us recruit and retain the best and brightest employees. This is especially critical in a small police department with 16 officers, 3 support staff, 2 reserve police officers and 8 volunteers (29 total). We must continue to create opportunities for staff to learn and grow professionally and be challenged with specialty assignments that support our vast number of program areas. Program areas requiring management oversight include, but are not limited to:

1. **School Resource Officer Program**
2. **K-9 Program**
3. **Reserve Police Officer Program**
4. **Gladstone Emergency Management Support Volunteers Program**
5. **Field Training Officer Program**
6. **Firearms Training Program**
7. **Defensive Tactics Training Program**
8. **Less-Lethal Training Program**
9. **Emergency Vehicle Operations Training Program**
10. **Police Records Management**
11. **Code Enforcement**
12. **Evidence/Property Management**
13. **City-wide Emergency Management**
14. **Technology and Communication Management**
15. **Accreditation**
16. **Fleet Management**
17. **Crime Prevention/Community Education Programs**
18. **Recruitment and Hiring Program**
19. **Professional Development Program**
20. **New Police Building Project**
21. **Police Chaplain Program**
22. **Policy and Procedures**
23. **Staffing/Scheduling**

As you can see, we are a very busy police department. Policing has transitioned from being a trade to a profession over the past few decades. Administration of a police department has become increasingly complex. Prior to 2009, our three Gladstone patrol sergeants were assigned program management duties. Those responsibilities have made it challenging for them to spend as much time on patrol with their officers as they'd like. With an increased presence on patrol, and more direct field supervision by sergeants, we can better manage our risk, improve the professional development of officers, and continue our focus and evaluation of appropriate workload distribution.

Three subject matter experts on policing (former interim Gladstone police Chief Joe Simon, police organization assessment expert Aaron Olson and I) have independently arrived at the same conclusion: the Gladstone Police Department needs a lieutenant position. The challenge comes because our budget does not allow creation of an additional position. Chief Scott Anderson of the Troutdale Police Department

successfully introduced a subtle change to his command staff without adding a new position. It is Chief Anderson's model I propose to implement.

Listed below are the reasons and benefits for the proposed reorganization of the command staff:

- The Gladstone Police Department needs a lieutenant to serve as a true second in command and be an acting chief when the chief is away. This duty is currently carried out by one of the patrol sergeants. A patrol sergeant is not a command rank or command trained position; this is not a best practice and puts the sergeant in a difficult position.
- The lieutenant would be responsible for many of the program areas previously identified, thus freeing up patrol sergeants for increased patrol duty.
- The lieutenant is a management rank and therefore would not receive overtime thus reducing some overtime expense.
- A lieutenant position would provide both a promotional opportunity and an enhanced career path opportunity within the police department. This position would help us recruit and retain top performers. The lieutenant would be mentored by the chief and could potentially be a candidate for the chief's position in the future.
- The lieutenant would directly supervise the sergeants and would work a schedule where he would have direct contact with the sergeants during the week.
- The lieutenant would occasionally work for sergeants who are on extended leave, potentially saving overtime.
- The lieutenant position would come from an existing sergeant position, so we are not adding personnel. The vacated sergeant position would become a permanent acting sergeant career development position for those officers who aspire to be promoted.
- Not only will this reorganization of the command staff serve the city well now, it will position the police department for possible future city growth with a common sense rank structure the department can grow with.
- Peer law enforcement executives in Clackamas County agree GPD would be well served by the proposed reorganization of the command staff.
- All three current sergeants are interested in competing for the lieutenant position and some officers have expressed interest in the acting sergeant opportunity.
- The Sandy Police Department, a slightly smaller agency (15 sworn) – has a lieutenant position. The Molalla Police Department, with 11 sworn is considering adding a lieutenant position.

The sergeant's duties would remain the same with the exception of multiple program management areas. They would report directly to the lieutenant in the chain of command and would have some occasional administrative tasks during their shifts; reviewing reports, writing reports, making phone calls and so on. Lieutenant duties would involve direct supervision of the sergeants and managing several program areas. The lieutenant would report to the Chief. We've developed a draft job description for lieutenant, but await council's decision before we finalize it. The chief's duties remain the same, being responsible for the entire department operations, but direct reports change to the lieutenant and executive assistant.

COMMUNITY INTERESTS:

Approval of this common sense proposal serves the Gladstone community interest as it will provide a career path not currently available in the department and it will create a professional development opportunity for officers to serve as an acting sergeant. These changes will serve to demonstrate the Gladstone Police Department has a bona fide second in command and that we find creative and cost effective ways to develop our people. All of this contributes to the increased professionalism of the police department, and this truly serves the community interest.

OPTIONS:

1. Approve the proposal for a reorganized command staff with a lieutenant and a career development acting sergeant position. Patrol sergeants will be freed of many program management duties and will increase their patrol time significantly.
2. Do nothing and retain the current command staff model where sergeants are encumbered with program management duties which impedes their availability to patrol with their officers.

FINANCIAL IMPACT:

As noted in the proposal document issued during the May budget committee meeting, a reorganization of the command staff as proposed initially should save the city several thousand dollars.



Gladstone Police Department Memorandum

TO: Pete Boyce, City Administrator
FROM: Jim Pryde, Chief of Police
DATE: July 9, 2013
SUBJECT: Oregon State Highway 99E/McLoughlin Boulevard Response Policy & Practice

This route runs through the city of Gladstone for about a mile. It is an Oregon State highway that has existed since 1972. It is maintained by ODOT. For many years prior to my arrival as chief of police in 2009, OSP has been the first responder to traffic related events on the state highway. This is a consistent practice across Oregon and Washington. State police agencies take care of state highways issues. Gladstone police officers are first responders to the premises that front 99E in Gladstone.

Presently if a traffic event occurs on 99E in our city and OSP is unavailable or has a protracted response time, CCOM and OSP dispatch will coordinate a response from Gladstone PD. This has been the policy and practice for years and has worked well. This is confirmed by staff, CCOM and OSP command for the Portland metro area. We are continuing this practice.

Date: July 5, 2013

To: Mayor Byers, City Council, Pete Boyce (City Administrator)

From: Neal Reisner, Councilor (NR)

Re: City of Gladstone's policy regarding police response on Hwy 99E/McLoughlin Blvd. /Proposed Reorganization of the GPD Command Staff

About a year or so ago it came to my attention that Gladstone Police Officers are not the first responders to traffic related events on Hwy 99E/McLoughlin Blvd., that it is the responsibility of the Oregon State Police (OSP). This was confirmed by Police Chief Jim Pryde who told me the policy has been in place for many years before he was hired. He added he had continued the policy because of staffing and fiscal considerations and did not feel the need to change it.

At the same time I brought up my safety concerns related to car carrying semi-trucks loading and unloading vehicles in the special left turn lane of Hwy 99E/McLoughlin Blvd. in violation of ORS 811.346 Misuse of special left turn lane. Chief Pryde told me he also thought it was a safety concern but being a State Highway there was not much GPD could do but if I saw it occurring to give his office a call.

I have researched this and found state statues mandate that the Oregon Department of Transportation is responsible for maintaining Oregon State Highways. However, there is no such mandate as to who is responsible for responding to traffic related events on our state highways. Upon checking with Clackamas County 911 (C-COM) I found several cities within Clackamas County who are first responders to traffic related events on state highways within their city limits before OSP. They are Canby, Sandy, Milwaukie, Damascus, Estacada, and Happy Valley. Also, the number of Oregon State Police Troopers in the area has dwindled to about half of what there used to be. Over the years I have seen a whole lot more Gladstone Police Officers patrolling Hwy 99E than OSP Troopers, which includes Gladstone Police Officers sitting in Hamilton's Appliance parking lot monitoring traffic.

I am asking if Gladstone Police Department has the fiscal means and personnel to fund a Canine Unit; a second Detective, who spends half of his time with the Clackamas County Drug Task Force; and a new Lieutenant's position, then they should be able to respond to traffic related events along about a mile of Hwy 99E/McLoughlin Blvd. I would like the city to change its policy by being the first responders to traffic related events on McLoughlin Blvd. and enforce ORS 811.346 along with the other traffic laws. As a reference I have included a copy of ORS 811.346 and a picture of the left turn lane only (Center Lane Only) sign located north bound near McLoughlin Market, 19800 SE McLoughlin Blvd. There is also the same type of sign located south bound just north of town near Allick's Sausage Kitchen, 18893 SE McLoughlin Blvd.

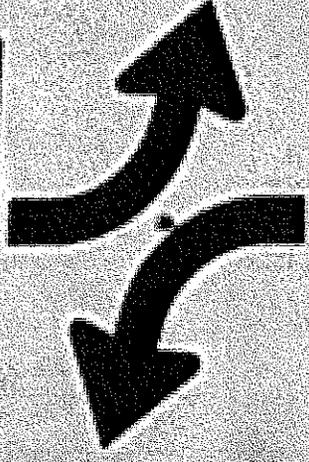
811.346 Misuse of special left turn lane; penalty. (1) A person commits the offense of misuse of a special left turn lane if the person uses a special left turn lane for anything other than making a left turn either into or from the special left turn lane.

(2) A person who turns into a special left turn lane from an alley, driveway or other entrance to the highway that has the special left turn lane is in violation of this section if the person does anything other than stop in the lane and merge into traffic in the lane immediately to the right of the person's vehicle.

(3) As used in ORS 811.345 and this section, a "special left turn lane" is a median lane that is marked for left turns by drivers proceeding in opposite directions.

(4) The offense described in this section, misuse of a special left turn lane, is a Class B traffic violation. [1997 c.468 §2]

10-8

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City of GLADSTONE

Date: July 3, 2013

To: Mayor Byers and City Council

From: Irene M. Green, Interim Library Director

Re: 16hr./wk. Library Assistant Position

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This letter is requesting City Counsel to approve filling the permanent part time Library Assistant position as allocated on line item 1292231 of the FY13/14 City of Gladstone Budget. A financial summary is provided as follows:

Line Item	FY12/13 Cost	FY13/14 Budget Library Assist. I	FY13/14 Budget Library Assist. II (MLS)
1292235 – On Calls	\$55,000.00		
1292235 – On Calls		\$38,000.00	\$38,000.00
1292231 – Part time 16hr/wk. Library Assistant I		\$13,000.00	
1292231 Part time 16hr/wk. Library Assistant II starting 9/9/13			\$12,777.02
Net Saving from FY12/13		\$4,000.000	\$4,222.98

On call library assistants are used to fill in for staff during times of illness, vacations, and meetings. Currently there are over 15 on call library assistants that can be asked to work on an as needed basis, at any Clackamas County library. The amount allocated for on-calls at the Gladstone Public Library on line item #1292235 for FY12/FY13 was \$55,000.

FY13/FY14, the on-call library assistant line item was reduced to \$38,000. This reduction was made with the anticipation of hiring a Part Time Library Assistant, with assigned collection areas and assist in expanding library services to all segments of the Gladstone Community. In the current market, there is a surplus of recent graduates with a Master of Library Science (MLS) degrees seeking entry level employment. It is the recommendation of the current library director to fill this 16/hr. position with one of these recent graduates at the base rate for a Library Assistant II. Using the figures from the FY12/FY13 budget, the cost of hiring this 16/hr. Library Assistant II effective September 9, 2013, would be \$12,777.02, a net savings of \$4,222.98.

The Gladstone Public Library is expanding services to the community. In FY12/FY13, all customer interactions occurred at the point of check-out with one Library Assistant on the desk. Although back-up Library Assistants were available,

11-1

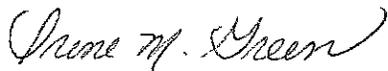
and frequently used, customers with reference or informational questions were forced to wait in line while lengthy, and sometimes complex, account issues had to be resolved. In June of this year, an information desk was installed to improve customer service. The staff person previously assigned as back-up was now assigned to work at the information desk. Two weeks after the introduction of the information desk, reference questions increased almost 300%.

Programming has expanded. Since the beginning of May, programs increased exponentially from a weekly story hour and a monthly craft circle, to over 15 new events available not just to preschoolers and adults, but to babies and the segment of our community using library services the most, according to the 2013 Pew study, older teens and young adults. The introduction of baby story hours, evening story times for children, a read to the dog program, three new teen programs, adult programs such as the SBDC's small business planning seminar, an introductory genealogy program, and several other cultural programs such as the "History of Gladstone in Word and Song", and coming in August, a new digital photography club, are just a few examples of our expanded services.

Library programs and outreach services strengthen communities. They provide early literacy for children which studies prove increase their chances to become successful adults. They provide free cultural and entertainment events that bring families together. There is documented evidence that libraries play a critical role in reducing crime within our communities by providing a safe alternative for teens who otherwise have no other place to go.

Planning and implementing programs takes time and adequate staffing is needed to provide this important service to the Gladstone community. The approval of this 16/hr. position will enable the Gladstone Public Library to continue the expansion of library services to the citizens of Gladstone. Your consideration and concurrence to this request would be greatly appreciated as we continue to drive for improved services while maintaining fiscal responsibility.

Sincerely,



Irene M. Green (Interim Director)
Gladstone Public Library
135 E. Dartmouth Street
Gladstone, Oregon 97025

11-2

City of GLADSTONE

Date: July 5, 2013

To: Mayor and City Council

From: Pete Boyce, City Administrator

Re: Library Building Repair

Staff has identified a list of needed repairs to the library facility. Staff is requesting permission to seek quotes on the items marked as "Immediate Critical Repairs" on the attached list. The items marked "Additional Repairs" are repairs that will need to be addressed in the future.

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**Gladstone Public Library
Repairs to Building**

Exterior

Immediate Critical Repairs

- Repair crack on exterior cinderblock wall east of entrance
- Paint exterior cinderblock wall with exterior commercial grade paint

Additional Repairs

- Paint all exterior siding and wall with exterior commercial grade paint
- Replace downspouts, eaves, and gutters on exterior of building (all sides)
- Replace all exterior siding
- Replace 4 exterior fluorescent lighting fixtures in front entrance
- Replace and caulk two small 22"x22" windows (one in storage area by director's area and the other in the staff restroom).

Interior - Main Floor

Immediate Critical Repairs

- Remove efflorescence from south facing interior wall adjacent to director's workspace. Work must be performed using proper engineering controls (air scrubbers, negative air machines and containments).
- Remove small kitchenette from storage area adjacent to directors office on the south facing interior wall. Remove mold and efflorescence using the same proper engineering controls used on the wall adjacent to the director's workspace.
- Repair any damage to the walls and seal with commercial based moisture blocking sealant.
- Remove all carpeting from staff workroom, children's room, and public floor area. This will require the temporary relocation, and storage, of staff workroom desks, computers, and supplies.
- Replace all carpeting using commercial grade carpeting.
- Replace fluorescent lighting in staff work area to meet OSHA guidelines. Replace with T-8 high efficiency fluorescent lighting
- Repair emergency exit door so it opens according to OSHA guidelines

Additional Repairs

- Apply drywall to wall adjacent to director's workspace. Paint with interior commercial grade paint
- Remove small 6' kitchenette and cabinets in staff workroom.
- Replace kitchenette with new 6'-0" counter, cabinets, and sink

Interior - Lower Level

Immediate Critical Repairs

- Remove shelving units mounted to the south facing wall and inspect for mold and/or efflorescence. If noted, remove using proper engineering controls (air scrubbers, negative air machines and containments).
- Replace shelving units.

City of GLADSTONE

Date: July 5, 2013

To: Mayor and City Council

From: Pete Boyce, City Administrator 

Re: City Council Guidebook

The City Attorney has identified a large number of items in the City Council Guidebook that will require a focused discussion with City Council. A majority of the items represent a change in procedure from current City Council practice others require language adjustments based on law. This discussion will allow us clarification as to the intent of City Council. The time needed for the discussion is difficult to fit into a regular City Council meeting. As such, I am requesting City Council hold a work session on July 23rd to address the Guidebook.

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