

**GLADSTONE CITY COUNCIL
REGULAR MEETING
CITY HALL COUNCIL CHAMBERS
October 8, 2013**

7:00 p.m. EXECUTIVE SESSION – ORS 192.660(2)(h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. (No Attachments)

**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 September 10, 2013 Minutes (minutes emailed prior to meeting)
2. Approval of Liquor License Application – Kristina D. Ragland, 470 E. Arlington
3. Approval of System Development Charge (SDC) Adjustment
4. Approval of Authorization for Library On-Call Shelver Position and Set Wage at \$8.95 (minimum wage)
5. Approval of Oregon Public Works Emergency Response Cooperative Assistance Agreement
6. Approval of Resolution 1030, Reauthorizing an Inter-Fund Loan From the Stormwater-Sewer Fund to the Water Fund
7. Approval of Resolution 1031, Forgiving an Inter-Fund Loan From the State Revenue Sharing Fund to the Water Fund
8. Payment of September Claims

CORRESPONDENCE

9. Save Gladstone Letter to Clackamas County

REGULAR AGENDA

10. Presentation - Willamette Falls Legacy Project (Blue Heron Site) – Tony Knokol, Community Development Director, Oregon City (No Attachments)
11. Lake Oswego/Tigard Waterline Project Agreement
12. Lake Oswego Temporary Construction Easement
13. Lake Oswego Permanent Waterline Easement
14. Discussion of Planning Commissioner Membership
15. Update – Library Letter from Clackamas County (No Attachments)

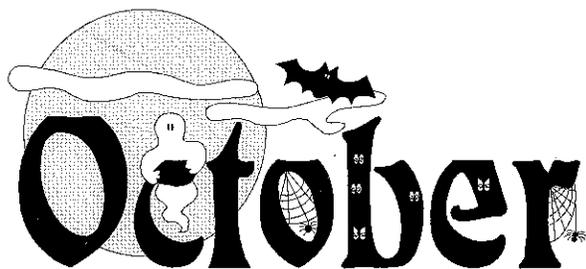
BUSINESS FROM THE COUNCIL

EXECUTIVE SESSION – ORS 192.660(2)(h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. (No Attachments)

EXECUTIVE SESSION- ORS 192.660(2)(e) To conduct deliberations with persons designated by the governing body to negotiate real property transactions. (No Attachments)

EXECUTIVE SESSION –ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection. (No Attachments)

ADJOURN



CONSENT AGENDA

City of GLADSTONE

Date: October 3, 2013

To: Mayor and City Council

From: Pete Boyce, City Administrator 

Re: Liquor License Application

Ms. Ragland is setting up a home occupation business as a wine re-seller. Staff is recommending approval of the liquor license application.

Note: Ms Ragland has also applied for a home occupation permit that is being processed.

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

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E-Mail: municourt@
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E-Mail: (last name)@
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Fire Department
555 Portland Avenue
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(503) 557-2776
E-Mail: (last name)@
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FAX: (503) 655-2438

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FAX: (503) 650-4840

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



OREGON LIQUOR CONTROL COMMISSION
LIQUOR LICENSE APPLICATION

9.24.13

- will be a wine re-seller
from her home

- has passed legal review
- rec'd from Pete Boyce

NO concerning
History
as of 09/25/13

Application is being made for:

LICENSE TYPES

Full On-Premises Sales (\$402.60/yr)

Commercial Establishment

Caterer

Passenger Carrier

Other Public Location

Private Club

Limited On-Premises Sales (\$202.60/yr)

Off-Premises Sales (\$100/yr)

with Fuel Pumps

Brewery Public House (\$252.60)

Winery (\$250/yr)

Other: WMBW

ACTIONS

Change Ownership

New Outlet

Greater Privilege

Additional Privilege

Other _____

90-DAY AUTHORITY

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

APPLYING AS:

Limited Partnership

Corporation

Limited Liability Company

Individuals

Title: _____

OLCC USE ONLY

Application Rec'd by: [Signature]

Date: 9-18-13

90-day authority: Yes No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]
 ① Kristina D. Ragland ③ _____
 ② _____ ④ _____
2. Trade Name (dba): WINE WARFARE
3. Business Location: 470 E. Arlington Gladstone, Clackamas, OR, 97027
(number, street, rural route) (city) (county) (state) (ZIP code)
4. Business Mailing Address: 5320 SW Macadam Ave, Suite 124 Portland OR 97239
(PO box, number, street, rural route) (city) (state) (ZIP code)
5. Business Numbers: (971) 373-1212 (503) 656-6625
(phone) (fax)
6. Is the business at this location currently licensed by OLCC? Yes No
7. If yes to whom: N/A Type of License: N/A
8. Former Business Name: N/A
9. Will you have a manager? Yes No Name: N/A
(manager must fill out an Individual History form)
10. What is the local governing body where your business is located? Clackamas county
(name of city or county)
11. Contact person for this application: Kristina Ragland (503) 209-1090
(name) (phone number(s))
470 E. Arlington Gladstone OR 97027, N/A/ winewarfare@yahoo.com
(address) (fax number) (e-mail address)

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

Applicant(s) Signature(s) and Date:

① Kristina D. Ragland Date 09-05-13 ③ _____ Date _____

② _____ Date _____ ④ _____ Date _____

RECEIVED

SEP 11 2013

2-2
(rev. 08/2011)



OREGON LIQUOR CONTROL COMMISSION
INDIVIDUAL HISTORY

1. Trade Name WINE WARFARE 2. City PORTLAND
 3. Name Bagland Kristina Donnette
 (Last) (First) (Middle)
 4. Other names used (maiden, other) Tina
 5. *SSN# _____ 6. Place of Birth _____ 7. DOB _____ 8. Sex M F
 (State or Country) (mm) (dd) (yyyy)

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

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

Applicant Signature: Kristina D. Bagland

9. Driver License or State ID # _____ 10. State OREGON
 11. Residence Address 470 E. Arlington Gladstone OR 97027
 (number and street) (city) (state) (zip code)
 12. Mailing Address (if different) _____
 (number and street) (city) (state) (zip code)
 13. Contact Phone (503) 209-1090 14. E-Mail address (optional) winewarfare@yahoo.com
 15. Do you have a spouse or domestic partner? Yes No
 If yes, list his/her full name: _____
 16. If yes to #15, will this person work at or be involved in the operation or management of the business?
 Yes No
 17. List all states, other than Oregon, where you have lived during the past ten years:
N/A
 18. In the past 12 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or any other state of driving a car with a suspended driver's license or driving a car with no insurance?
 Yes No Unsure If yes, list the date(s), or approximate dates, and type(s) of convictions.
 If unsure, explain. You may include the information on a separate sheet.

 19. In the past 12 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or any other state of a misdemeanor or a felony? Yes No Unsure
 If yes, list the date(s), or approximate dates, and type(s) of convictions. If unsure, explain. You may include the information on a separate sheet.

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20. Trade Name WINE WARFARE

21. City PORTLAND

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

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

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

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

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

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

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

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

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

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

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

Applicant Signature: Bristina D. Ragland

Date: 09-05-13

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OREGON LIQUOR CONTROL COMMISSION
BUSINESS INFORMATION

Please Print or Type

Applicant Name: Kristina Ragland Phone: (503) 209-1090

Trade Name (dba): WINE WARFARE

Business Location Address: 470 E. Arlington

City: Gladstone ZIP Code: 97027

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 8am to 5pm
Monday 8am to 5pm
Tuesday 8am to 5pm
Wednesday 8am to 5pm
Thursday 8am to 5pm
Friday 8am to 5pm
Saturday 8am to 5pm

Outdoor Area Hours:

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

The outdoor area is used for:

- Food service Hours: NA to NA
Alcohol service Hours: NA to NA
Enclosed, how NA

The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain:

ENTERTAINMENT

Check all that apply:

- Live Music, Recorded Music, DJ Music, Dancing, Nude Entertainers, Karaoke, Coin-operated Games, Video Lottery Machines, Social Gaming, Pool Tables, Other: N/A

DAYS & HOURS OF LIVE OR DJ MUSIC

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

SEATING COUNT

Restaurant: N/A Outdoor: N/A
Lounge: N/A Other (explain): N/A
Banquet: N/A Total Seating: N/A

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

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

Applicant Signature: Kristina D. Ragland Date: 09-05-13

1-800-452-OLCC (6522)

www.oregon.gov/olcc

(rev. 12/07)

City of GLADSTONE

TO: Mayor Byers and City Councilors

FROM: Jolene Morishita
Assistant City Administrator

DATE: September 17, 2013

RE: Increase of SDC Fees

Each year the City of Gladstone recalculates their system development charge fees and adjusts as appropriate using the Seattle Construction Cost Index from the July issue of the Engineering News Record. This year, the index allotted for an 11.9% increase: all SDC fees have been recalculated accordingly.

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SYSTEMS DEVELOPMENT CHARGES (SDC's)

Fiscal Year 2013-2014

City of Gladstone

The City of Gladstone collects three system development charges (SDC's) to finance capacity improvements to the city's transportation, water and sewer infrastructure. When applicable, SDC's are collected prior to issuance of building permits. SDC's are typically owed for new construction, for increases in building size and may be owed for any use-change. SDC's are not owed for additions to single family residences.

The city also collects sewer connection charges at the time of connection for properties within the Tri City Sewer District based on the number of EDU's (currently set at \$2020 per EDU).

Transportation SDC's are determined from the attached table. An administrative surcharge equal to five percent (5%) of the transportation SDC is collected at the time of payment to reimburse staff for calculating, updating, etc., the transportation SDC.

The following is an example of the system development charges for a new single family residence:

Water and Sewer SDC	\$2,025.18 (one EDU)
(Water – 87% or \$1,761.90)	
(Sewer – 13% or \$ 263.28)	
Transportation SDC	1,356.36
Administrative Surcharge	67.82
Sewer connection	
(Tri-City)	2,020.00
Inspection	100.00
¾" Water Line	<u>1,260.00</u>
Total due prior to issuance of a building permit:	<u>\$6,829.36 (Tri-City)</u>

SDC's are adjusted July 1st of each year based on increases or decreases reported in the *Engineering News Record* of the Construction Cost Index for the Seattle Area.

September 13, 2013

**CITY OF GLADSTONE
TRANSPORTATION SYSTEM DEVELOPMENT CHARGES**

	SDC Effective	
SITE LAND USE ODE/CAT.	7/2/2013	Unit
RESIDENTIAL		
210 Single Family (includes Duplex)	\$ 1,356.36	dwelling unit
220 Apartment	\$ 939.64	dwelling unit
230 Residential Condo/Townhouse	\$ 830.53	dwelling unit
240 Manufactured Housing (in park)	\$ 681.73	dwelling unit
250 Recreation Home	\$ 447.86	dwelling unit
RECREATIONAL		
411 City Park	\$ 249.27	acre
412 County Park	\$ 357.55	acre
416 Campground/RV Park	\$ 638.40	camp site
420 Marina	\$ 629.28	berth
430 Golf Course	\$ 7,598.08	hole
432 Golf Driving Range	\$ 1,959.72	tee
435 Multipurpose Rec Facility	\$ 19,214.15	facility
443 Movie Theater w/out matinee	\$ 34,490.99	screen
444 Movie Theater w/matinee	\$ 24,038.66	screen
473 Casino/Video Poker/Lottery	\$ 21,055.18	T.S.F.G.F.A.
480 Amusement/Theme Park	\$ 11,877.46	acre
491 Tennis Courts	\$ 4,866.35	court
492 Racquet Club	\$ 6,354.17	court
494 Bowling Alley	\$ 5,225.39	lane
495 Recreational Community Center	\$ 4,864.14	T.S.F.G.F.A.
INSTITUTIONAL/MEDICAL		
501 Military Base	\$ 267.39	employee
520 Elementary School	\$ 57.66	student
522 Middle/Junior High School	\$ 82.00	student
530 High School	\$ 190.25	student
540 Junior/Community College	\$ 162.94	student
550 University College	\$ 251.79	student
560 Church	\$ 968.39	T.S.F.G.F.A.
565 Day Care Center/Preschool	\$ 255.58	student
590 Library	\$ 3,053.46	T.S.F.G.F.A.
610 Hospital	\$ 1,767.98	bed
620 Nursing Home	\$ 392.05	bed
630 Clinic	\$ 4,724.13	T.S.F.G.F.A.
COMMERCIAL/SERVICES		
310 Hotel/Motel	\$ 1,116.62	room
812 Building Materials/Lumber	\$ 3,655.95	T.S.F.G.F.A.
813 Free-Standing Disc. Store w/groceries	\$ 2,751.26	T.S.F.G.F.A.
814 Specialty Retail Center	\$ 3,744.34	T.S.F.G.F.A.
815 Free-Standing Disc. Store w/o groc.	\$ 3,317.81	T.S.F.G.F.A.
816 Hardware/Paint Stores	\$ 4,722.08	T.S.F.G.F.A.
817 Nursery/Garden Center	\$ 3,321.75	T.S.F.G.F.A.
820 Shopping Center	\$ 2,514.58	T.S.F.G.F.A.
823 Factory Outlet Center	\$ 1,557.86	T.S.F.G.F.A.
831 Quality Restaurant (not a chain)	\$ 9,835.31	T.S.F.G.F.A.
832 High turnover, Sit-Down Restaurant	\$ 4,987.70	T.S.F.G.F.A.
833 Fast Food Rest. (No Drive-Thru)	\$ 13,699.51	T.S.F.G.F.A.

**CITY OF GLADSTONE
TRANSPORTATION SYSTEM DEVELOPMENT CHARGES**

SITE LAND USE ODE/CAT.		7/2/2013	Unit
834 Fast Food Rest. (Drive-Thru)	\$	9,492.48	T.S.F.G.F.A.
836 Drinking Plan/Bar	\$	4,415.97	T.S.F.G.F.A.
837 Quick Lubricatino Veh. Shop	\$	2,582.64	Service Stall
840 Automobile Service Center	\$	3,691.86	T.S.F.G.F.A.
841 New Car Sales	\$	3,452.48	T.S.F.G.F.A.
844 Gas/Service St. (no Mkt/Car Wash)	\$	4,949.06	V.F.P.
845 Gas/Service St. (w/Conv. Mkt.)	\$	4,779.35	V.F.P.
846 Gas/Service St (w/Conv. Mkt & Car W	\$	4,487.51	V.F.P.
848 Tire Store	\$	2,289.69	T.S.F.G.F.A.
850 Supermarket	\$	6,399.77	T.S.F.G.F.A.
851 Convenience Market (24 hour)	\$	19,014.79	T.S.F.G.F.A.
853 Conv. Market w/Fuel Pump			V.F.P.
860 Wholesale Market	\$	619.62	T.S.F.G.F.A.
861 Discount Club	\$	3,848.38	T.S.F.G.F.A.
862 Home Improvement Superstore	\$	3,226.92	T.S.F.G.F.A.
863 Electronics Superstore	\$	4,146.68	T.S.F.G.F.A.
870 Apparel Store	\$	4,287.19	T.S.F.G.F.A.
880 Pharmacy/Drugstore w/o Drive-Thru	\$	5,276.41	T.S.F.G.F.A.
881 Pharmacy/Drugstore w/Drive-Thru	\$	5,165.09	T.S.F.G.F.A.
890 Furniture Store	\$	465.85	T.S.F.G.F.A.
895 Video Arcade	\$	33,283.64	T.S.F.G.F.A.
896 Video Rental Store	\$	18,478.52	T.S.F.G.F.A.
911 Bank/Savings: Walk-In	\$	15,903.31	T.S.F.G.F.A.
912 Bank/Savings: Drive-In	\$	26,953.72	T.S.F.G.F.A.
OFFICE			
710 General Office Building	\$	1,653.83	T.S.F.G.F.A.
714 Corp. Headquarters Building	\$	1,159.63	T.S.F.G.F.A.
715 Single Tenant Office Building	\$	1,737.95	T.S.F.G.F.A.
720 Medical-Dental Office Building	\$	5,427.12	T.S.F.G.F.A.
730 Government Office Building	\$	10,354.00	T.S.F.G.F.A.
731 State Motor Vehicles Dept.	\$	24,937.98	T.S.F.G.F.A.
732 U.S. Post Office	\$	16,251.29	T.S.F.G.F.A.
750 Office Park	\$	1,715.40	T.S.F.G.F.A.
760 Research/Development Ctr.	\$	1,218.21	T.S.F.G.F.A.
770 Business Park	\$	1,916.74	T.S.F.G.F.A.
PORT/INDUSTRIAL			
030 Truck Terminals	\$	1,479.59	T.S.F.G.F.A.
090 Park/Ride w/Bus Service	\$	538.06	Parking Space
093 Light Rail Station w/Parking	\$	300.09	Parking Space
110 General Light Industrial	\$	1,046.97	T.S.F.G.F.A.
120 General Heavy Industrial	\$	225.30	T.S.F.G.F.A.
130 Industrial Park	\$	1,045.48	T.S.F.G.F.A.
140 Manufacturing	\$	573.81	T.S.F.G.F.A.
150 Warehouse	\$	745.05	T.S.F.G.F.A.
151 Mini-Warehouse	\$	375.51	T.S.F.G.F.A.
170 Utilities	\$	736.04	T.S.F.G.F.A.
*TSFGFA= Thousand Square Feet of Gross Floor Area			
*VFP= Vehicle Fueling Position			

COPY

RESOLUTION NO 1019

A RESOLUTION PROVIDING FOR ANNUAL ADJUSTMENTS TO SYSTEM DEVELOPMENT CHARGES BASED ON CHANGES IN A COST INDEX

WHEREAS, the Common Council of the City of Gladstone, at its May 14, 1991 meeting, adopted Ordinance No. 1147 establishing Chapter 13.16 of the Gladstone Municipal Code providing for system development changes, and;

WHEREAS, the Common Council of the City of Gladstone, at its June 11, 1991 meeting, adopted Resolution No. 671 setting forth a methodology for system development charges for water and sewer improvements, and;

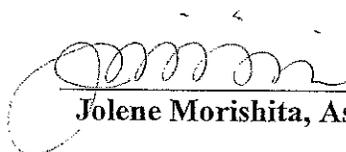
WHEREAS, ORS 223.304(8) allows the City of Gladstone to adopt a resolution to adjust system development charges without modifying the methodology established by Resolution No 671 if such changes are based on periodic application of an adopted specific cost index.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Gladstone hereby authorizes that transportation, water and sewer system development charges shall be adjusted July 1st of every year as measured by the Engineering News Record Construction Cost Index for the Seattle Area.

This Resolution adopted by the Gladstone City Council and approved by the Mayor this 9th day of October 2012.

Attest:


Wade Byers, Mayor


Jolene Morishita, Assistant City Administrator

City of GLADSTONE

Date: October 3, 2013

To: Mayor and City Council

From: Pete Boyce, City Administrator



Re: Library On-Call Shelver

Staff is requesting City Council to authorize a new on-call shelver position to be compensated at minimum wage. Currently, the library uses on-call library assistants to help shelve books at a rate of \$15.61 per hour. Staff is proposing a new on-call shelver position to shelve books at minimum wage (\$8.95 per hour). On-call library assistants will still be used for tasks that require more advanced library knowledge.

The on-call shelver position would be covered under the current On-Call line item in the library operating budget and should result in a savings in that line item.

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FAX: (503) 722-9078

City of GLADSTONE



Date: October 3, 2013
To: Mayor and City Council
From: Pete Boyce, City Administrator *PB*
Re: Public Works Emergency Response Agreement

Staff is requesting City Council renew authorization of the Oregon Public Works Emergency Response Cooperative Assistance Agreement. In the event of an emergency this agreement would allow the City of Gladstone to assist or receive assistance from other agencies. The City would also be in a better position to receive federal financial assistance if available.

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

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

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

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

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

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

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



Oregon

John A. Kitzhaber, MD, Governor

Department of Transportation

Office of Maintenance & Operations

800 Airport Road SE

Salem, OR 97301-4792

(503) 986-3000

Fax: (503) 986-3032

September 9, 2013

City of Gladstone
Public Works, Scott Tabor
525 Portland Ave
Gladstone, OR 97027

Dear Mr. Tabor:

The Oregon Public Works Emergency Response Cooperative Assistance Agreement is up for renewal. As stated on Page 5, the Agreement shall remain in effect for five years after the date a party executes the Agreement. Your agency's commitment to the agreement expires 10/27/2013.

The mutual aid agreement:

- Enables public works agencies to support each other during an emergency.
- Provides the mechanism for immediate response to the Requesting Agency when the Responding Agency determines it can provide the needed resources and expertise.
- Sets up the documentation needed to seek maximum reimbursement possible from federal agencies.

Public works agencies in Oregon may sign the agreement or cancel their participation as they wish. The Oregon Department of Transportation (ODOT) maintains the list of all parties to the agreement and sends an updated list to all agencies whenever an agency is added to or removed from the list. Any agency may cancel its participation by giving written notice. The list of current members and guidelines on the ODOT Maintenance and Operations Branch web page at <http://www.oregon.gov/ODOT/HWY/OOM/ERP/pwma.shtml>

To renew your agency's participation in the agreement, send the completed signature page to:

Greg Ek-Collins
ODOT Maintenance and Operations Branch
800 Airport Road SE
Salem, OR 97301-4798
Fax: (503) 986-3032

If you have any questions about the agreement, please call Greg Ek-Collins, ODOT Statewide Emergency Operations Manager, at (503) 986-3020.

Sincerely,

Luci Moore
State Maintenance Engineer

5-2



OREGON PUBLIC WORKS EMERGENCY RESPONSE
COOPERATIVE ASSISTANCE AGREEMENT

THIS AGREEMENT is between the government agencies (local, county, or state) that have executed the Agreement, as indicated by the signatures at the end of this document.

WITNESSETH:

WHEREAS, parties to this agreement are responsible for the construction and maintenance of public facilities such as street, road, highway, sewer, water, and related systems during routine and emergency conditions; and

WHEREAS, each of the parties owns and maintains equipment, and employs personnel who are trained to provide service in the construction and maintenance of street, road, highway, sewer, water, and related systems and other support;

WHEREAS, in the event of a major emergency or disaster as defined in ORS 40 1.025 (5), the parties who have executed this Agreement may need assistance to provide supplemental personnel, equipment, or other support; and

WHEREAS, the parties have the necessary personnel and equipment to provide such services in the event of an emergency; and

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutual assistance, with the intent to supplement not supplant agency personnel;

WHEREAS, an Agreement would help provide documentation needed to seek the maximum reimbursement possible from appropriate federal agencies during emergencies;

WHEREAS, ORS Chapter 402.010 provides for Cooperative Assistance Agreement among public and private agencies for reciprocal emergency aid and resources; and

WHEREAS, ORS Chapter 190 provides for intergovernmental agreements and the apportionment among the parties of the responsibility for providing funds to pay for expenses incurred in the performance of the agreed upon functions or activities;

NOW THEREFORE, the parties agree as follows:

1. Request

If confronted with an emergency situation requiring personnel, equipment or material not available to it, the requesting party (Requestor) may request assistance from any of the other parties who have executed this Agreement.

2. Response

Upon receipt of such request, the party receiving the request (Responder) shall immediately take the following action:

- A. Determine whether it has the personnel, equipment, or material available to respond to the request.
- B. Determine what available personnel and equipment should be dispatched and/or what material should be supplied.
- C. Dispatch available and appropriate personnel and equipment to the location designated by the Requestor.
- D. Provide appropriate access to the available material.
- E. Advise the Requestor immediately in the event all or some of the requested personnel, equipment, or material is not available.

NOTE: It is understood that the integrity of dedicated funds needs to be protected. Therefore, agencies funded with road funds are limited to providing services for road activities, sewer funds are limited to providing services for sewer activities and so on.

3. Incident Commander

The Incident Commander of the emergency shall be designated by the Requestor, and shall be in overall command of the operations under whom the personnel and equipment of the Responder shall serve. The personnel and equipment of the Responder shall be under the immediate control of a supervisor of the Responder. If the Incident Commander specifically requests a supervisor of the Responder to assume command, the Incident Commander shall not, by relinquishing command, relieve the Requestor of responsibility for the incident.

4. Documentation

Documentation of hours worked, and equipment or materials used or provided will be maintained on a shift by shift basis by the Responder, and provided to the Requestor as needed.

5. Release of Personnel and Equipment

All personnel, equipment, and unused material provided under this Agreement shall be returned to the Responder upon release by the Requestor, or on demand by the Responder.

6. Compensation

It is hereby understood that the Responder will be reimbursed (e.g. labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment) at its adopted usual and customary rates. Compensation may include:

- A. Compensation for workers at the Responder's current pay structure, including call back, overtime, and benefits.
- B. Compensation for equipment at Responder's established rental rate.
- C. Compensation for materials, at Responder's cost. Materials may be replaced at Requestor's discretion in lieu of cash payment upon approval by the Responder for such replacement.
- D. Without prejudice to a Responder's right to indemnification under Section 7.A. herein, compensation for damages to equipment occurring during the emergency incident shall be paid by the Requestor, subject to the following limitations:
 - 1) Maximum liability shall not **exceed** the cost of repair or cost of replacement, whichever is less.
 - 2) No compensation will be paid for equipment damage or loss attributable to natural disasters or acts of God not related to the emergency incident.
 - 3) To the extent of any payment under this section, Requestor will have the right of subrogation for all claims against parties other than parties to this agreement who may be responsible in whole or in part for damage to the equipment.

- 4) Requestor shall not be liable for damage caused by the neglect of the Responder's operators.

Within 30 days after presentation of bills by Responder entitled to compensation under this section, Requestor will either pay or make mutually acceptable arrangements for payment.

7. Indemnification

This provision applies to all parties only when a Requestor requests and a Responder provides personnel, equipment, or material under the terms of this Agreement. A Responder's act of withdrawing personnel, equipment, or material provided is not considered a party's activity under this Agreement for purposes of this provision.

To the extent permitted by Article XI of the Oregon Constitution and by the Oregon Tort Claims Act, each party shall indemnify, within the limits of the Tort Claims Act, the other parties against liability for damage to life or property arising from the indemnifying party's own activities under this Agreement, provided that a party will not be required to indemnify another party for any such liability arising out of the wrongful acts of employees or agents of that other party.

8. Workers Compensation Withholdings and Employer Liability

Each party shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each party shall insure, self-insure, or both, its own employees as required by Oregon Revised Statutes.

9. Pre-Incident Plans

The parties may develop pre-incident plans for the type and locations of problem areas where emergency assistance may be needed, the types of personnel and equipment to be dispatched, and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responder of its own geographical area.

10. The Agreement

- A. It is understood that all parties may not execute this Agreement at the same time. It is the intention of the parties that any governmental entity in the State of Oregon may enter into this Agreement and that all parties who execute this Agreement will be

considered to be equal parties to the Agreement. The individual parties to this Agreement may be "Requestor" or "Responder's" as referred to in Section 1. and 2. above, to all others who have entered this Agreement.

- B. The Oregon Department of Transportation (ODOT) Maintenance and Operations Branch shall maintain the master copy of this Agreement, including a list of all those governmental entities that have executed this Cooperative Assistance Agreement. ODOT will make the list of participants available to any entity that has signed the Agreement. Whenever an entity executes the agreement, ODOT shall notify all others who have executed the Agreement of the new participant. Except as specifically provided in this paragraph, ODOT has no obligations to give notice nor does it have any other or additional obligations than any other party.
- C. This Agreement shall be effective upon approval by two or more parties and shall remain in effect as to a specific party for five years after the date that party executes this Agreement unless sooner terminated as provided in this paragraph. Any party may terminate its participation in this Agreement prior to expiration as follows:
 - 1) Written notice of intent to terminate this Agreement must be given to all other parties on the master list of parties at least 30 days prior to termination date. This notice shall automatically terminate the Agreement as to the terminating party on the date set out in the notice unless rescinded by that party in writing prior to that date.
 - 2) Termination will not affect a party's obligations for payment arising prior to the termination of this Agreement.

11. Non-exclusive

This Agreement is not intended to be exclusive among the parties. Any party may enter into separate cooperative assistance or mutual aid agreements with any other entity. No such separate Agreement shall terminate any responsibility under this Agreement.

12. Parties to This Agreement

Participants in this Agreement are indicated on the following pages, one party per page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

STATE OF OREGON
DEPARTMENT OF TRANSPORTATION



February 4, 2013

Luci Moore
Statewide Maintenance Engineer

Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

Agency

County, Oregon

Authorized Representative

Date

Designated Primary Contact:

Office:

Contact:

Phone Number:

Emergency 24 Hour Phone Number:

Fax Number:

E-mail address (if available):

RESOLUTION No. 1030

CITY OF GLADSTONE, OREGON

*A RESOLUTION AUTHORIZING AN INTER-FUND LOAN FROM THE
STORMWATER/SEWER FUND TO THE WATER FUND*

WHEREAS, in 2001-02 and 2002-03 City Council authorized loans to the Water Fund from the Stormwater/Sewer Fund to partially finance a new water reservoir on Kirkwood Road; and

WHEREAS, neither principal nor interest payments have been made from the Water Fund to the State Revenue Sharing Fund since 2001-02 due to an insufficient fund balance; and

WHEREAS, State Revenue Sharing funds can be used for any general government purpose including constructing a new water reservoir.

The City of Gladstone Resolves as follows:

SECTION 1. The City of Gladstone reauthorizes of an inter-fund loan from the Stormwater/Sewer Fund to the Water Fund of \$150,000, with the loan to be repaid in full this fiscal year ending June 30, 2014.

SECTION 2. This resolution supersedes any previous resolutions concerning this debt.

SECTION 3. This resolution is effective immediately upon adoption by the City Council.

ADOPTED this ____ day of October, 2013

Attest:

Wade Byers, Mayor

Jolene Morishita, Assistant City Administrator

RESOLUTION No. 1031

CITY OF GLADSTONE, OREGON

A RESOLUTION FORGIVING THE INTER-FUND LOAN FROM THE STATE REVENUE SHARING FUND TO THE WATER FUND

WHEREAS, in 2001-02 and 2002-03 City Council authorized loans to the Water Fund from the State Revenue Sharing Fund to partially finance the cost to construct a new water reservoir on Kirkwood Road; and

WHEREAS, neither principal nor interest payments have been made from the Water Fund to the State Revenue Sharing Fund since 2001-02 due to an insufficient fund balance; and

WHEREAS, State Revenue Sharing funds can be used for any general government purpose including constructing a new water reservoir.

The City of Gladstone Resolves as follows:

SECTION 1. The City of Gladstone forgives the interfund loan of \$496,984 owed to the State Revenue Sharing Fund by the Water Fund.

SECTION 2. This resolution supersedes any previous resolutions concerning this debt.

SECTION 3. This resolution is effective immediately upon adoption by the City Council.

ADOPTED this ____ day of October, 2013.

Attest:

Wade Byers, Mayor

Jolene Morishita, Assistant City Administrator

City of Gladstone

Month: September 2013

Payroll	9/13/13	Check	# 74319 - 74324	1,684.91	Seasonal
	9/30/13	Check	# 74333 - 74380	30,162.36	Payroll
	9/30/13	Direct Deposit		143,897.58	Payroll
	9/30/13	Void Printer Error	#74332		
				175,744.85	Total

Manual/ Machine/ Month End Checks

	9/3/13	Check	# 74181 - 74182	1,393.25	Misc AP
	9/4/13	Check	# 74183	228.00	Misc AP
	9/6/13	Check	# 74184	4,719.20	Misc AP
	9/13/13	Check	# 74325	1,190.37	Misc AP
	9/23/13	Check	# 74326 - 74331	61,425.93	Misc AP
	9/30/13	Check	# 74381 - 74403	39,312.70	Month End
				108,269.45	Total

Urban Renewal Checks

	9/30/13	Check	# 5462	627.50	Month End
					Total

Outstanding Invoices

	10/09/13	Check	Preliminary	132,268.07	Total
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September Monthly 416,909.87 Total

Council Approval

JE 25

Payroll

G/L Distribution Report

User: anderson

Batch: 00001.09.2013 COMPUTER

City of Gladstone



Account Number	Debit Amount	Credit Amount	Description
Section 1 001	GENERAL FUND		
Section 2 000			
001-000-140000	0.00	526.43	CASH IN BANK
001-000-290001	0.00	36.89	FEDERAL WITHHOLDING W/H
001-000-290002	0.00	296.74	SOCIAL SECURITY W/H
001-000-290003	0.00	66.35	STATE TAX W/H
001-000-290004	0.00	6.46	WBF WORKDAY ASSESS
J01-000-290005	0.00	13.58	UNEMPLOYMENT
001-000-290007	0.00	13.84	TRI-MET TAX
Section 2 Total:	0.00	960.29	
Section 2 027	RECREATION DEPARTMENT		
001-027-102500	81.11	0.00	PAYROLL COSTS
001-027-201000	482.38	0.00	PLAYGROUND AIDES
001-027-201500	396.80	0.00	FIELD MAINTENANCE CREW
Section 2 Total:	960.29	0.00	
Section 1 Total:	960.29	960.29	
Section 1 005	ROAD & STREET FUND		
Section 2 000	RECREATION DEPARTMENT		
005-000-140000	0.00	1,158.48	CASH IN BANK
Section 2 Total:	0.00	1,158.48	
Section 2 005	STREET DEPARTMENT		
005-005-102500	97.91	0.00	PAYROLL COSTS
005-005-502300	1,060.57	0.00	SEASONAL HELP
Section 2 Total:	1,158.48	0.00	
Section 1 Total:	1,158.48	1,158.48	

Account Number	Debit Amount	Credit Amount	Description
Report Total:	2,118.77	2,118.77	

Payroll

G/L Distribution Report

User: anderson
Batch: 00002.09.2013 COMPUTER
City of Gladstone



Account Number	Debit Amount	Credit Amount	Description
Section 1 001 GENERAL FUND			
Section 2 000			
001-000-140000	62,661.16	0.00	CASH IN BANK
001-000-290000	0.00	143,897.58	DIRECT DEPOSIT LIABILITIES
001-000-290001	0.00	29,805.79	FEDERAL WITHHOLDING W/H
001-000-290002	0.00	39,761.94	SOCIAL SECURITY W/H
001-000-290003	0.00	17,095.06	STATE TAX W/H
001-000-290004	0.00	267.10	WBF WORKDAY ASSESS
001-000-290005	0.00	1,819.19	UNEMPLOYMENT
001-000-290007	0.00	1,854.77	TRI-MET TAX
001-000-290008	0.00	1,171.06	MISCELLANEOUS
001-000-290102	0.00	5,989.00	CREDIT UNION W/H
001-000-290103	0.00	51,679.89	HEALTH INS W/H
001-000-290104	0.00	1,958.28	UNION DUES W/H
001-000-290105	0.00	6,357.12	DEFERRED COMP W/H
001-000-290108	0.00	115.72	LIFE INSURANCE/PU
001-000-290111	0.00	39,115.85	RETIREMENT/PERS
001-000-290112	0.00	3,736.34	RETIREMENT
001-000-290114	0.00	900.00	FIREFIGHTER HOUSE DUES
001-000-290115	0.00	954.29	DISABILITY INSURANCE
001-000-290124	0.00	1,750.06	VEBA HEALTH CONTRIBUTIONS
001-000-290125	0.00	306.66	SECTION 125 FLEX HEALTH
Section 2 Total:	62,661.16	348,535.70	
Section 2 021 GENERAL ADMINISTRATION			
001-021-100000	9,264.81	0.00	CITY ADMINISTRATOR
001-021-100500	7,125.00	0.00	ASSISTANT CITY ADMINSTRATOR
001-021-101500	4,815.80	0.00	ADMIN SECRETARY/REC COORDINATO
001-021-102000	4,579.66	0.00	ACCOUNT CLERK (FINANCE)
001-021-102500	11,846.74	0.00	PAYROLL COSTS
Section 2 Total:	37,632.01	0.00	
Section 2 022 MUNICIPAL COURT			
001-022-102500	3,028.92	0.00	PAYROLL COSTS

Account Number	Debit Amount	Credit Amount	Description
001-022-120500	4,668.58	0.00	MUNICIPAL COURT CLERK
001-022-121000-	2,128.56	0.00	ASSISTANT COURT CLERK
Section 2 Total:	9,826.06	0.00	
Section 2 024	POLICE DEPARTMENT		
001-024-102500	46,282.49	0.00	PAYROLL COSTS
001-024-140000	8,669.00	0.00	POLICE CHIEF
001-024-140300	7,225.60	0.00	POLICE LIEUTENANT
001-024-140500	7,225.60	0.00	POLICE SERGEANT
001-024-141000	6,750.12	0.00	POLICE SERGEANT
001-024-141500	5,841.92	0.00	POLICE ACTING SERGEANT
001-024-142000	6,366.78	0.00	POLICE DETECTIVE
001-024-142500	5,729.58	0.00	POLICE OFFICER
001-024-143000	4,281.00	0.00	POLICE OFFICER
001-024-143500	4,281.00	0.00	POLICE OFFICER
001-024-144500	5,920.16	0.00	POLICE OFFICER
001-024-145000	4,964.00	0.00	POLICE OFFICER
001-024-146000	5,617.52	0.00	POLICE OFFICER
001-024-146200	4,505.00	0.00	POLICE OFFICER
001-024-146400	5,146.28	0.00	POLICE OFFICER
001-024-146500	2,041.70	0.00	MUNICIPAL ORDINANCE SPECIALIST
001-024-150000	3,671.00	0.00	POLICE RECORDS CLERK
001-024-151500	625.29	0.00	HOLIDAY PAY
001-024-152500	7,739.76	0.00	OVERTIME
001-024-152600	1,811.12	0.00	TRAINING OVERTIME
Section 2 Total:	144,694.92	0.00	
Section 2 025	FIRE DEPARTMENT		
001-025-102500	5,597.84	0.00	PAYROLL COSTS
001-025-170000	1,143.06	0.00	FIRE CHIEF
001-025-170300	6,624.00	0.00	FIRE MARSHAL
001-025-171000	16,326.84	0.00	ON-CALL FIREFIGHTERS
Section 2 Total:	29,691.74	0.00	
Section 2 026	PARK DEPARTMENT		
001-026-102500	3,083.77	0.00	PAYROLL COSTS
001-026-190000	662.39	0.00	PUBLIC WORKS SUPERVISOR
001-026-190500	4,664.27	0.00	UTILITY WORKER, JOURNEY
Section 2 Total:	8,410.43	0.00	
Section 2 028	SENIOR CENTER		
001-028-102500	5,261.16	0.00	PAYROLL COSTS
001-028-208500	5,863.00	0.00	SENIOR CENTER MANAGER

Account Number	Debit Amount	Credit Amount	Description
001-028-209500	2,286.77	0.00	TRAM DRIVER
001-028-210000	1,031.03	0.00	OFFICE ASSISTANT
001-028-210500	2,098.42	0.00	NUTRITION CATERER
Section 2 Total:	16,540.38	0.00	
Section 2 029	LIBRARY		
001-029-102500	11,132.78	0.00	PAYROLL COSTS
001-029-220000	5,867.00	0.00	LIBRARY DIRECTOR
001-029-221500	4,055.39	0.00	LIBRARY ASSISTANT II
001-029-222000	3,976.64	0.00	LIBRARY ASSISTANT II
001-029-222500	4,236.57	0.00	LIBRARY ASSISTANT II
001-029-222800	3,787.77	0.00	LIBRARY ASSISTANT II
001-029-223000	3,937.27	0.00	LIBRARY ASSISTANT II
001-029-223200	575.40	0.00	LIBRARY AIDE
001-029-223500	1,510.18	0.00	ON CALL LIB ASSISTANT
Section 2 Total:	39,079.00	0.00	
Section 1 Total:	348,535.70	348,535.70	
Section 1 003	SEWER FUND		
Section 2 000	LIBRARY		
003-000-140000	0.00	19,144.19	CASH IN BANK
Section 2 Total:	0.00	19,144.19	
Section 2 003	SEWER DEPARTMENT		
003-003-102500	5,954.31	0.00	PAYROLL COSTS
003-003-300300	2,318.40	0.00	PUBLIC WORKS SUPERVISOR
003-003-300700	2,563.52	0.00	UTILITY WKR, JOURNEY/MAINT TECH
003-003-301000	4,780.88	0.00	UTILITY WORKER
003-003-301200	3,527.08	0.00	ACCOUNT CLERK
Section 2 Total:	19,144.19	0.00	
Section 1 Total:	19,144.19	19,144.19	
Section 1 004	WATER FUND		
Section 2 000	SEWER DEPARTMENT		
004-000-140000	0.00	22,507.07	CASH IN BANK
Section 2 Total:	0.00	22,507.07	
Section 2 004	WATER DEPARTMENT		
004-004-102500	6,954.93	0.00	PAYROLL COSTS

Account Number	Debit Amount	Credit Amount	Description
004-004-400300	1,987.21	0.00	PUBLIC WORKS SUPERVISOR
004-004-400700	2,563.49	0.00	UTILITY WKR, JOURNEY/MAINTENANC
004-004-401000	4,664.27	0.00	UTILITY WORKER, JOURNEY
004-004-401500	4,914.75	0.00	UTILITY WORKER, JOURNEY
004-004-402500	1,422.42	0.00	OVERTIME
Section 2 Total:	22,507.07	0.00	
Section 1 Total:	22,507.07	22,507.07	
Section 1 005	ROAD & STREET FUND		
Section 2 000	WATER DEPARTMENT		
005-000-140000	0.00	14,467.79	CASH IN BANK
Section 2 Total:	0.00	14,467.79	
Section 2 005	STREET DEPARTMENT		
005-005-102500	3,987.30	0.00	PAYROLL COSTS
005-005-501500	1,656.00	0.00	PUBLIC WKS SUPERVISOR
005-005-502000	5,037.46	0.00	UTILITY WORKER, JOURNEY
005-005-502300	3,656.25	0.00	SEASONAL HELP
005-005-502500	130.78	0.00	OVERTIME
Section 2 Total:	14,467.79	0.00	
Section 1 Total:	14,467.79	14,467.79	
Section 1 008	POLICE/COMMUNC LEVY FUND		
Section 2 000	STREET DEPARTMENT		
008-000-140000	0.00	28,267.45	CASH IN BANK
Section 2 Total:	0.00	28,267.45	
Section 2 008	POLICE/COMMUNC LEVY DEPT		
008-008-102500	9,019.11	0.00	PAYROLL COSTS
008-008-800500	5,491.02	0.00	SCHOOL RESOURCE OFFICER
008-008-801500	5,064.80	0.00	POLICE OFFICER
008-008-802500	2,041.73	0.00	MUNICIPAL ORDINANCE SPECIALIST
008-008-802700	4,330.00	0.00	EXECUTIVE ASSISTANT
008-008-803000	2,320.79	0.00	OVERTIME
Section 2 Total:	28,267.45	0.00	
Section 1 Total:	28,267.45	28,267.45	
Section 1 009	FIRE/EMERG SERVICES LEVY FUND		

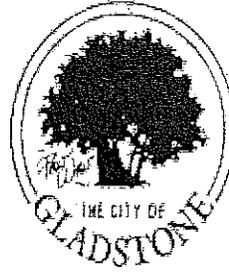
Account Number	Debit Amount	Credit Amount	Description
Section 2 000	POLICE/COMMUNC LEVY DEPT		
009-000-140000	0.00	8,437.02	CASH IN BANK
Section 2 Total:	0.00	8,437.02	
Section 2 009	FIRE/EMERG SERVICES DEPT		
009-009-102500	2,677.34	0.00	PAYROLL COSTS
009-009-900500	5,449.00	0.00	VOLUNTEER FIRE COORDINATOR
009-009-901500	310.68	0.00	SEASONAL HELP
Section 2 Total:	8,437.02	0.00	
Section 1 Total:	8,437.02	8,437.02	
Report Total:	441,359.22	441,359.22	

JESS

Clearing House

Distribution Report

User: anderson
Printed: 09/25/2013 - 11:23AM
Batch: 00001.09.2013



Account Number	Debit	Credit	Account Description
001-000-140000	0.00	143,897.58	CASH IN BANK
001-000-290000	143,897.58	0.00	DIRECT DEPOSIT LIABILITIES
	<hr/>	<hr/>	
	143,897.58	143,897.58	
	<hr/>	<hr/>	
Report Totals:	143,897.58	143,897.58	
	<hr/>	<hr/>	

Bank Reconciliation

Checks by Date

User: anderson
Printed: 10/03/2013 - 8:29AM
Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
74181	9/3/2013	US Postal Service		AP		945.38
74182	9/3/2013	Rex McIntire		AP		447.87
74183	9/4/2013	GISI Marketing Group		AP		228.00
74184	9/6/2013	TR's Mobile Mercantile LLC		AP		4,719.20
Total Check Count:						4
Total Check Amount:						6,340.45

Bank Reconciliation

Checks by Date

User: anderson
Printed: 10/03/2013 - 8:37AM
Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
74325	9/13/2013	US Postal Service		AP		1,190.37
74326	9/23/2013	CIS/EBS Trust		AP		53,034.19
74327	9/23/2013	Clackamas Fed. Cred. Union		AP		7,141.07
74328	9/23/2013	Gladstone Municipal Court		AP		230.14
74329	9/23/2013	JANICE SCHOOLCRAFT		AP		95.13
74330	9/23/2013	TREVOR & JESSICA BINKLEY		AP		802.21
74331	9/23/2013	Ricoh USA Inc		AP		123.19
Total Check Count:						7
Total Check Amount:						62,616.30

Bank Reconciliation

Checks by Date

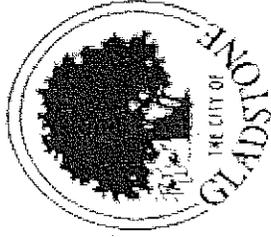
User: anderson
 Printed: 10/03/2013 - 8:38AM
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
74381	9/30/2013	Belooof & Haines		AP		3,000.00
74382	9/30/2013	Beery,Elsner & Hammond LLP		AP		6,293.25
74383	9/30/2013	Brown & Caldwell		AP		7,135.71
74384	9/30/2013	Comcast Cable		AP		104.85
74385	9/30/2013	Axa Equitable/Equi-Vest		AP		6,257.12
74386	9/30/2013	Axa Equitable RLA		AP		3,498.63
74387	9/30/2013	Axa Equitable/EVLICO		AP		237.71
74388	9/30/2013	Mike Funk		AP		41.47
74389	9/30/2013	Gladstone Vol Fire Dept		AP		900.00
74390	9/30/2013	Green, Irene		AP		206.89
74391	9/30/2013	Holiday Inn Express		AP		1,111.74
74392	9/30/2013	Nextel/Sprint		AP		310.23
74393	9/30/2013	NW Assoc Fire Trainers		AP		130.00
74394	9/30/2013	Northwest Natural		AP		36.50
74395	9/30/2013	Office Of The Trustee		AP		640.00
74396	9/30/2013	Oregon AFSCME Council #75		AP		906.21
74397	9/30/2013	Oregon Assoc. Court Admin		AP		225.00
74398	9/30/2013	Oregon Fire Marshals Assoc		AP		175.00
74399	9/30/2013	Pacific Auto Trim		AP		240.00
74400	9/30/2013	Petty Cash for benefit of		AP		62.06
74401	9/30/2013	Portland General Electric		AP		6,671.51
74402	9/30/2013	Purchase Power		AP		1,000.00
74403	9/30/2013	Scott Tabor		AP		128.82
Total Check Count:						23
Total Check Amount:						39,312.70

Accounts Payable Outstanding Invoices

User: anderson
 Printed: 10/3/2013 - 8:13 AM
 Date Range: 10/09/2013 to 10/09/2013
 Date Type: Current



Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
Vendor 00232				Act-Fast Locksmith/Services				
001-025-175500	178.00	16440	09/30/2013					10/09/2013
Vendor Total:	178.00							
Vendor 00345M				Alliance Entertainment				
001-029-231500	90.53	PLS61808734	09/30/2013	Alliance/Non Print				10/09/2013
001-029-231500	-10.25	RJB3341160	09/30/2013					10/09/2013
001-029-231500	-59.97	OVPJB001	09/30/2013					10/09/2013
001-029-231500	21.44	PLS64616340	09/30/2013					10/09/2013
001-029-231500	111.45	PLS64767198	09/30/2013					10/09/2013
Vendor Total:	153.20							
Vendor 00367A				Amazon/Purchases				
001-029-231500	19.44	163902955319	09/30/2013					10/09/2013
001-029-231500	16.97	109702110587	09/30/2013					10/09/2013
001-029-231500	8.24	028825189735	09/30/2013					10/09/2013
001-029-231500	143.75	241492018042	09/30/2013					10/09/2013
001-029-231500	-138.55	0073682CM-9	09/30/2013					10/09/2013
Vendor Total:	49.85							
Vendor 00438				Alexin Analytical Laboratories				
004-004-408000	288.00	15282	09/30/2013	Alexin Lab/Water Tests				10/09/2013
Vendor Total:	288.00							
Vendor 00603				Backflow Management Inc				
004-004-408000	1,650.00	6774	09/30/2013	Backflow Mgmt/Tests				10/09/2013
004-004-414500	412.50	6773	09/30/2013					10/09/2013
004-004-414500	1,048.10	6764	09/30/2013					10/09/2013
004-004-414500	495.00	6765	09/30/2013					10/09/2013
Vendor Total:	3,605.60							
Vendor 00616				Baker & Taylor/In				
00616				Baker & Taylor/Purchases				

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
001-029-230500	257.84	4010633322	09/30/2013					10/09/2013
001-029-230500	104.62	4010641170	09/30/2013					10/09/2013
001-029-231500	368.17	4010641170	09/30/2013					10/09/2013
Vendor Total:	730.63							
Vendor 00629M				Barbur/Atty Indigent Clints				10/09/2013
001-022-123500	250.00	093013	09/30/2013					
Vendor Total:	250.00							
Vendor 00736				Beck Electric/Services				10/09/2013
001-025-175500	102.00	17784	09/30/2013					
Vendor Total:	102.00							
Vendor 00739D				BeAir Auto Body/Services				10/09/2013
005-005-504500	50.00	8107	09/30/2013					
Vendor Total:	50.00							
Vendor 00875A				Blumenthal/Uniforms				10/09/2013
001-025-174500	12.20	20103	09/30/2013					
Vendor Total:	12.20							
Vendor 01086G				CalPortland/Services				10/09/2013
001-026-194000	960.00	91936141	09/30/2013					
001-026-194000	1,440.00	91934794	09/30/2013					10/09/2013
Vendor Total:	2,400.00							
Vendor 01222				Center Point/Books				10/09/2013
001-029-230500	379.86	1122223	09/30/2013					
Vendor Total:	379.86							
Vendor 01276				Chemsearch/Supplies				10/09/2013
001-026-194000	388.21	1229066	09/30/2013					
Vendor Total:	388.21							
Vendor 01343				Cintas/Document Services				10/09/2013
001-024-161000	60.92	8400482020	09/30/2013					
001-021-113000	24.04	8400482020	09/30/2013					10/09/2013
Vendor Total:	84.96							
Vendor 01375				Clackamas Auto/Parts				10/09/2013
005-005-507000	30.22	201819	09/30/2013					
005-005-507000	70.50	201444	09/30/2013					10/09/2013

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
001-026-194000	44.73	2202391	09/30/2013					10/09/2013
005-005-504500	43.06	202800	09/30/2013					10/09/2013
005-005-504500	3.07	202878	09/30/2013					10/09/2013
005-005-504500	165.01	203151	09/30/2013					10/09/2013
Vendor Total:	356.59							
Vendor 01576				Clack Cty DOT/Planning Fees				
001-021-107000	5,370.57	24668	09/30/2013					10/09/2013
005-005-508000	88.66	24665	09/30/2013					10/09/2013
005-005-505500	21,743.58	24666	09/30/2013					10/09/2013
005-005-505500	623.57	24667	09/30/2013					10/09/2013
Vendor Total:	27,826.38							
Vendor 01621				Clack Cty Finance/Dispatch Services				
008-008-816480	9,410.83	39123	09/30/2013					10/09/2013
001-024-161000	182.18	38579	09/30/2013					10/09/2013
001-025-181900	6,684.67	39118	09/30/2013					10/09/2013
001-024-161000	60.00	38911	09/30/2013					10/09/2013
001-026-194000	180.00	38907	09/30/2013					10/09/2013
001-021-115500	510.00	39015	09/30/2013					10/09/2013
Vendor Total:	17,027.68							
Vendor 01665				Clack Cty Veterinary/Services				
008-008-805900	104.00	191388	09/30/2013					10/09/2013
Vendor Total:	104.00							
Vendor 01690				Clackamas 800 Radio Group				
001-024-158000	11,998.00	09/16/13	09/30/2013					10/09/2013
Vendor Total:	11,998.00							
Vendor 01838				Clyde West/Services				
005-005-504500	1,429.21	00233859	09/30/2013					10/09/2013
005-005-504500	459.11	00233567	09/30/2013					10/09/2013
Vendor Total:	1,888.32							
Vendor 01839M				Coastal Farm/Equipment				
004-004-408500	223.17	014820	09/30/2013					10/09/2013
005-005-504500	628.13	014860	09/30/2013					10/09/2013
Vendor Total:	851.30							
Vendor 01893A				Comcast/Services				
001-021-115500	124.85	0724795 9/22/	09/30/2013					10/09/2013

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
Vendor Total:	124.85							
Vendor 01893B				Comcast/Services				
001-024-161000	114.95	0725743 9/12/	09/30/2013					10/09/2013
Vendor Total:	114.95							
Vendor 01893D				Comcast/Services				
005-005-507000	134.35	0732582 9/21/	09/30/2013					10/09/2013
Vendor Total:	134.35							
Vendor 02168				Cycle Express/Services				
001-025-175500	8.00	23035	09/30/2013					10/09/2013
001-025-175500	89.00	23023	09/30/2013					10/09/2013
Vendor Total:	97.00							
Vendor 02245				Day Wireless/Services				
001-024-158000	316.50	144799-00	09/30/2013					10/09/2013
Vendor Total:	316.50							
Vendor 02396				DPS Inc/Printer Repair				
001-021-113000	95.00	94554	09/30/2013					10/09/2013
Vendor Total:	95.00							
Vendor 02731G				Extreme Products/Uniforms				
001-024-159500	143.74	17503	09/30/2013					10/09/2013
001-024-159500	364.20	17504	09/30/2013					10/09/2013
001-024-159500	120.48	17505	09/30/2013					10/09/2013
001-024-159500	157.96	17514	09/30/2013					10/09/2013
001-024-159500	6.00	17725	09/30/2013					10/09/2013
001-024-159500	30.49	17737	09/30/2013					10/09/2013
001-024-159500	30.49	17738	09/30/2013					10/09/2013
001-024-159500	255.40	17740	09/30/2013					10/09/2013
001-024-159500	89.98	17752	09/30/2013					10/09/2013
Vendor Total:	1,198.74							
Vendor 02798				Factory Reps/Supplies				
001-026-195000	176.80	120920	09/30/2013					10/09/2013
Vendor Total:	176.80							
Vendor 02845				Fine Line/Services				
004-004-406500	150.00	5605	09/30/2013					10/09/2013

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
Vendor Total:	150.00							
Vendor 02863S				Fire Rescue Equip/Parts				
001-025-173000	183.94	617	09/30/2013					10/09/2013
Vendor Total:	183.94							
Vendor 03000				Funk/Reimbursement				
001-025-178000	190.00	092513	09/30/2013					10/09/2013
Vendor Total:	190.00							
Vendor 03300				Gold Wrench/Services				
001-024-155000	367.60	51019	09/30/2013					10/09/2013
001-024-155000	61.90	51016	09/30/2013					10/09/2013
001-024-155000	45.00	50999	09/30/2013					10/09/2013
001-024-155000	215.00	50961	09/30/2013					10/09/2013
001-024-155000	59.00	50873	09/30/2013					10/09/2013
001-024-155000	608.60	50827	09/30/2013					10/09/2013
001-024-155000	198.35	50789	09/30/2013					10/09/2013
Vendor Total:	1,555.45							
Vendor 03356				Gresham Transfer/Services				
001-026-194000	1,792.00	02-994355-01	09/30/2013					10/09/2013
Vendor Total:	1,792.00							
Vendor 03765				Houston/Supervising Physician				
001-025-180500	600.00	10/15 - 11/15	09/30/2013					10/09/2013
Vendor Total:	600.00							
Vendor 03818				Honey Buckets/Rest Rooms				
001-026-194000	-42.50	1-755118	09/30/2013					10/09/2013
001-026-195500	336.22	1-746874	09/30/2013					10/09/2013
001-026-195500	480.44	1-756392	09/30/2013					10/09/2013
001-026-195500	85.00	1-759483	09/30/2013					10/09/2013
001-026-195500	93.00	1-749470	09/30/2013					10/09/2013
001-026-195500	93.00	1-756450	09/30/2013					10/09/2013
001-026-195500	-92.50	1-755119	09/30/2013					10/09/2013
Vendor Total:	952.66							
Vendor 03842				IACP.net/Annual Fee				
001-024-163500	500.00	21813	09/30/2013					10/09/2013
Vendor Total:	500.00							

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
Vendor 03859				Ricoh USA				
001-021-113000	413.44	90730402	09/30/2013	Ricoh/Copier				10/09/2013
001-025-179500	153.30	90719307	09/30/2013					10/09/2013
Vendor Total:	566.74							
Vendor 03865A				Indoor Billboard				
001-029-225000	206.12	282363	09/30/2013	Indoor Billboard/Supplies				10/09/2013
Vendor Total:	206.12							
Vendor 04127				JLM2				
001-029-228000	850.00	57	09/30/2013	JLM2/Custodial Services				10/09/2013
Vendor Total:	850.00							
Vendor 04142				Johnson, Robert C				
001-029-225000	397.50	287	09/30/2013	Johnson/Services				10/09/2013
001-029-225000	137.50	289	09/30/2013					10/09/2013
Vendor Total:	535.00							
Vendor 04419				Leedway LLC				
001-024-159500	64.95	ML09221311	09/30/2013	Leedway/Supplies				10/09/2013
Vendor Total:	64.95							
Vendor 04438M				L&C Trucks				
005-005-507000	795.00	1529	09/30/2013	L & C Trucks/Supplies				10/09/2013
Vendor Total:	795.00							
Vendor 04606				Local Gov'l Personnel Institut				
001-021-116000	387.95	10100	09/30/2013	Local Govt Personnel/Services				10/09/2013
Vendor Total:	387.95							
Vendor 04633M				Lord & Associates Inc				
004-004-406500	444.00	25168	09/30/2013	Lord & Assoc/Services				10/09/2013
004-004-406500	444.00	25180	09/30/2013					10/09/2013
Vendor Total:	888.00							
Vendor 04667				JamesMacFarlane				
001-024-159500	85.00	100213	09/30/2013	MacFarlane/Reimbursement				10/09/2013
Vendor Total:	85.00							
Vendor 04955S				Mr. Belvedere's Janitorial				
001-024-161000	335.00	1230	09/30/2013	Mr Belvedere/Services				10/09/2013

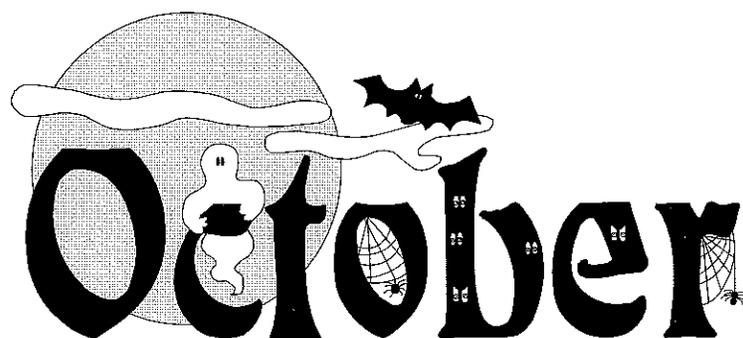
Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
Vendor Total:	335.00							
Vendor 04960				Mobile Equip Systems				
001-025-173000	144.75	1404	09/30/2013	Mobile Equip Syst/Services				10/09/2013
Vendor Total:	144.75							
Vendor 05005				Morrow's Flowers				
001-021-117000	70.00	152152	09/30/2013	Morrow's Flowers/Services				10/09/2013
Vendor Total:	70.00							
Vendor 05012M				Movie Licensing USA				
001-029-228500	290.00	1844770	09/30/2013	Movie Licensing/Services				10/09/2013
Vendor Total:	290.00							
Vendor 05399				Nicoli, D P Inc				
003-003-308000	1,377.00	IR82919	09/30/2013	Nicoli/Services				10/09/2013
003-003-303000	3,255.79	IS00721	09/30/2013					10/09/2013
004-004-406500	765.05	IR82611	09/30/2013					10/09/2013
Vendor Total:	5,397.84							
Vendor 05432				North Clackamas County				
004-004-405500	22,910.75	10/01/13	09/30/2013	N Clack Cty Wtr Comm/Purchases				10/09/2013
Vendor Total:	22,910.75							
Vendor 05521				Northwest Natural				
005-005-507000	15.64	363279-1 9/13	09/30/2013	Northwest Natural/Gas Billing				10/09/2013
001-024-161000	15.64	2136577-0 9/11	09/30/2013					10/09/2013
Vendor Total:	31.28							
Vendor 05675				Office Depot				
001-021-113000	26.78	674818998001	09/30/2013	Office Depot/Supplies				10/09/2013
001-021-113000	46.52	674819196001	09/30/2013					10/09/2013
001-021-113000	91.32	675781285001	09/30/2013					10/09/2013
001-021-113000	86.28	675780565001	09/30/2013					10/09/2013
001-024-156500	32.41	677331595001	09/30/2013					10/09/2013
001-024-156500	279.23	675255629001	09/30/2013					10/09/2013
001-024-156500	35.98	675255514001	09/30/2013					10/09/2013
001-024-156500	7.69	677331596001	09/30/2013					10/09/2013
001-024-156500	81.39	677331517001	09/30/2013					10/09/2013
Vendor Total:	687.60							
Vendor 05679				Office Max				
				Office Max/Supplies				

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
001-022-124500	37.33	225129	09/30/2013					10/09/2013
004-004-403500	17.09	225129	09/30/2013					10/09/2013
001-021-113000	51.50	486872	09/30/2013					10/09/2013
001-021-113000	17.09	486872	09/30/2013					10/09/2013
Vendor Total:	123.01							
Vendor 05685				Olson Bros/Services				
001-024-155000	48.60	118,084	09/30/2013					10/09/2013
001-024-155000	15.50	117,929	09/30/2013					10/09/2013
Vendor Total:	64.10							
Vendor 05758				Or Assoc Clean Wter/Services				
003-003-307500	331.11	6224	09/30/2013					10/09/2013
Vendor Total:	331.11							
Vendor 06148				Oregon Patrol Services/Security				
001-022-127000	506.00	1686	09/30/2013					10/09/2013
Vendor Total:	506.00							
Vendor 06251A				Oregon DMV/Suspension Packages				
001-024-157000	9.00	60755-083013	09/30/2013					10/09/2013
Vendor Total:	9.00							
Vendor 06715				Patterson Plumbing/Services				
005-005-509200	713.00	C14754	09/30/2013					10/09/2013
Vendor Total:	713.00							
Vendor 06863				PhysioControls/Supplies				
001-025-180000	324.00	114043157	09/30/2013					10/09/2013
Vendor Total:	324.00							
Vendor 07002				Portland/PPDS				
001-024-155500	2,317.50	10134181	09/30/2013					10/09/2013
Vendor Total:	2,317.50							
Vendor 07021				Portland General Electric/Billing				
001-021-109500	851.01	09_30_13	09/30/2013					10/09/2013
001-026-193500	322.05	09_30_13	09/30/2013					10/09/2013
003-003-302500	39.57	09_30_13	09/30/2013					10/09/2013
004-004-406000	1,191.88	09_30_13	09/30/2013					10/09/2013
005-005-506000	113.86	09_30_13	09/30/2013					10/09/2013
005-005-507000	308.78	09_30_13	09/30/2013					10/09/2013

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
005-005-508000	308.31	09.30.13	09/30/2013					10/09/2013
001-024-161000	171.79	09.30.13	09/30/2013					10/09/2013
Vendor Total:	3,307.25							
Vendor 07027				Portland Habilitation/Custodial Servic				
001-021-108500	57.76	81414	09/30/2013					10/09/2013
Vendor Total:	57.76							
Vendor 07061				Portland Win/Supplies				
001-026-194000	-188.00	003860-00	09/30/2013					10/09/2013
004-004-406500	80.32	003874-00	09/30/2013					10/09/2013
001-026-194000	60.00	003883-00	09/30/2013					10/09/2013
003-003-308000	166.49	003985-00	09/30/2013					10/09/2013
004-004-406500	1,113.00	004102-00	09/30/2013					10/09/2013
Vendor Total:	1,231.81							
Vendor 07228N				Purchase Power/Postage				
001-021-113000	290.00	35861780 10/0	09/30/2013					10/09/2013
001-022-125000	290.00	35861780 10/0	09/30/2013					10/09/2013
001-024-157000	120.00	35861780 10/0	09/30/2013					10/09/2013
001-029-225500	10.00	35861780 10/0	09/30/2013					10/09/2013
004-004-403000	280.00	35861780 10/0	09/30/2013					10/09/2013
001-025-173500	10.00	35861780 10/0	09/30/2013					10/09/2013
Vendor Total:	1,000.00							
Vendor 07257				Quill/Supplies				
005-005-507000	182.94	5892407	09/30/2013					10/09/2013
Vendor Total:	182.94							
Vendor 07717R				Satcom. Global/Services				
001-024-164600	45.44	AX90130211	09/30/2013					10/09/2013
Vendor Total:	45.44							
Vendor 07905				Sierra Springs/Water				
001-024-161000	80.97	533863309161	09/30/2013					10/09/2013
Vendor Total:	80.97							
Vendor 08020				SME Solutions/Services				
005-005-518500	259.80	147508	09/30/2013					10/09/2013
Vendor Total:	259.80							
Vendor 08044				Sonsray/Services				

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
005-005-504500	239.45	A44975	09/30/2013					10/09/2013
Vendor Total:	239.45							
Vendor 08205				Stein Oil/Services				
001-025-173000	246.66	0002591-CL98	09/30/2013					10/09/2013
Vendor Total:	246.66							
Vendor 08260N				Structural Tech/Ladder Testing				
009-009-905200	1,063.60	9235	09/30/2013					10/09/2013
Vendor Total:	1,063.60							
Vendor 08391M				Teitelman/Atty Indigent Clients				
001-022-123500	495.00	09.25.13	09/30/2013					10/09/2013
Vendor Total:	495.00							
Vendor 08465				Tigard Sand/Supplies				
004-004-406500	504.87	166488	09/30/2013					10/09/2013
004-004-406500	943.73	166689	09/30/2013					10/09/2013
Vendor Total:	1,448.60							
Vendor 08530				TOP Industrial/Supplies				
005-005-504500	57.73	72483	09/30/2013					10/09/2013
Vendor Total:	57.73							
Vendor 08566				Traffic Safety/Supplies				
005-005-508500	507.40	975128	09/30/2013					10/09/2013
Vendor Total:	507.40							
Vendor 08652				Thalain Valley Fire/Services				
001-025-173000	1,409.36	571328	09/30/2013					10/09/2013
001-025-173000	-12.69	2164	09/30/2013					10/09/2013
Vendor Total:	1,396.67							
Vendor 08943				Verizon/Cell Phones				
001-024-161000	440.15	9711796105	09/30/2013					10/09/2013
001-024-164000	170.84	9711796110	09/30/2013					10/09/2013
001-024-164000	270.09	9711796107	09/30/2013					10/09/2013
001-024-164000	89.35	9711796108	09/30/2013					10/09/2013
Vendor Total:	970.43							
Vendor 08943C				Verizon/Cell Phones				
005-005-507000	40.01	9711796109	09/30/2013					10/09/2013

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
Vendor Total:	40.01							
Vendor 09243								
003-003-308000		724812	09/30/2013	Wilco/Improvements				10/09/2013
Vendor Total:	69.79							
Vendor 09260								
001-024-157000		Aikin	09/30/2013	Williams, Zografos/Postage Due				10/09/2013
Vendor Total:	12.35							
Vendor 09281T								
001-029-225000		0048782-IN	09/30/2013	Wilsonville Lock-Sec/Services				10/09/2013
001-024-161000		0048713-IN	09/30/2013					10/09/2013
Vendor Total:	155.70							
Vendor 09318								
001-025-177000		16505	09/30/2013	WSC Insurance/Volunteer Accd				10/09/2013
Vendor Total:	2,241.00							
Vendor 09350								
005-005-505500		25629	09/30/2013	Yett/Supplies				10/09/2013
Vendor Total:	1,616.99							
Report Total:	132,268.07							



CORRESPONDENCE

Peter Boyce

From: info@savegladstone.org
Sent: Wednesday, September 25, 2013 8:00 AM
To: Peter Boyce
Subject: Letter Regarding the Library
Attachments: FINAL Gladstone Library Analysis (2).pdf

Pete - Below is an email and attachment Save Gladstone is sending to the Clackamas County Commissioners in regards to the library issue. Please forward this to the Gladstone City Council.

Thank you

September 24, 2013

Dear Commissioners,

Save Gladstone believes it is a good step forward that you intend to discuss the library situation with the city of Gladstone. The unresolved library status has postponed the County's intention to no longer own and operate libraries. The county provided and remodeled a library building in Happy Valley at no cost to that community, but city officials don't seem interested in taking it over. County still in the operating business.

Moving forward with the plan to close the Oak Grove library on the backs of Gladstone taxpayers will not happen! Gladstone makes up 25% of the library district's population and 16% of the tax revenue. If the County agrees to pay a reasonable share of the cost for a new facility, Save Gladstone may support the idea.

We have attached the financial analysis of the last plan. It was done by Tiffany Couch of the highly regarded Acuity Group, and deserves serious consideration. We will be very opposed to another overpriced scheme in the future.

If you really wish to close the Oak Grove Library and want Gladstone's involvement, it will require some realistic thinking from the Gladstone Library Foundation and Library Board. We cannot afford to build their Taj Mahal on the hill, and the voters have already confirmed that.

Commissioner Schrader, it was nice of you to come to the Gladstone City Council meeting the other night. It seems odd that as the liaison to our city you did not stay for the agenda item regarding the library, even though a citizen requested you to do so. This was after you hand delivered a letter from the county requesting reopening communications on a plan for the library.

We will be watching for a new and serious plan that is fair to all of the residents of the library district and look forward to reviewing it. Hopefully it will be something we as a group could support.

Save Gladstone

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October 2, 2012

Citizens of Gladstone, Oregon
c/o "Save Gladstone"
PO Box 972
Gladstone, OR 97027

Dear Citizens of Gladstone:

Re: *Library Measure 3-413 Analysis*

Acuity Group has conducted an independent assessment of the City of Gladstone's (City) budgets and debt repayment schedules related to the upcoming ballot measure (#3-413) that asks citizens to authorize the City to incur debt to build a new library.

The following are my findings and observations. I reserve the right to amend my findings if new or additional information becomes available.

Executive Summary

This November, voters in the City of Gladstone will have a choice whether or not to authorize the City to incur approximately \$7.08 million in debt in order to build a new library.

The following questions were considered:

- What is the true cost of debt service for the Library?
- Will the library fund be able to service ongoing (operational) expenditures plus a debt service payment?
- What fund(s) will make debt service payments in the event the library is unable to?
- What future opportunities might be lost for the City of Gladstone by taking on this debt?
- What percentage of the debt service will be funded by the citizens of Gladstone?

Based on information provided by the City, it appears that the current projected cost of the library (including costs of land, building, and interest on debt) is \$13,680,606.

Of that, the City is projected to finance (i.e. incur debt) \$9,711,537. The construction project will also be funded by a "down payment" of \$420,000 from Urban Renewal funds plus \$2.5 million from Clackamas County (\$1.0 million

9-3

distribution to Gladstone library plus additional \$1.5 million for construction of expanded library to meet the needs of Gladstone and Oak Lodge communities). The land has already been paid for. It is proposed that the \$9.7 million in debt will be paid off over 15 years in annual payments of \$645,000.

It is my professional opinion that projected library revenues will be unable to sustain the full \$645,000 in projected annual debt payments as well as cover projected library operating costs. The City has already planned for this; as their New Library Financial Analysis (**Exhibit A**) calls for both the City's General Fund and Urban Renewal fund to make the remainder of the annual library debt payments.

The City's New Library Financial Analysis (**Exhibit A**) also includes an "alternative payment plan" which shows that if the City's General Fund and Library Fund are unable to contribute to the library debt service payment, the Urban Renewal fund could potentially bear the burden of 100 percent of the \$645,000 annual library debt service payment.

It should be noted that under these plans (i.e. using General Fund and/or Urban Renewal fund sources to pay the library debt service payment) the City may potentially be limiting its ability to pay for future capital projects because funds would already be dedicated for a library.

Our analysis will show that based on the City's current Library Financial Analysis (**Exhibit A**) and our review of the Clackamas County Library District distribution schedule (**Exhibit D**); it appears that Gladstone taxpayers make up 16.27% of the library district, but Gladstone taxpayer funds will pay for 61.27% of the total library debt. If library fund dollars are insufficient to make the projected portion of the debt service payments, shifting the burden of debt to other City funds will equate to Gladstone taxpayers funding a larger portion of the debt¹.

Lastly, it is our understanding, based on review of the Library District & Gladstone Fact Sheet (**Exhibit C**) and discussion with City staff, that Clackamas County is not involved in the siting and construction decisions for the new library. As such, it appears that as long as Gladstone uses the additional \$1.5 million for the construction of a new library "sufficient to serve both the Gladstone and Oak Grove communities" (no matter the place or size) the City of Gladstone will not "lose" the money from Clackamas County.

Following are the details of our findings and observations. We cannot (and do not) take a position as to whether or not an individual should vote 'yes' or 'no' on this measure.

Background and Scope of Work

Acuity Group was hired in mid-September 2012 to conduct an assessment of the proposed budget and other documents as they relate to the proposed Gladstone Library.

As part of that analysis we reviewed various documents, including (but not limited to) City of Gladstone and Urban Renewal District of Gladstone audits, City of Gladstone's 2013 budget, proposed budgets for the new library,

¹ Under the current scenario, taxpayer dollars from unincorporated areas will be received by the library fund and those funds will pay for a portion of the debt. If debt service shifts away from the library fund, this shifts a larger burden to Gladstone taxpayer funds.

proposed debt service schedules, and the Intergovernmental Agreement between Gladstone and Clackamas County (for the library district).

We also had an opportunity to meet with Peter Boyce, City of Gladstone Administrator. Two city council members, Thomas Mersereau and Walt Fitch, were also present at that meeting. They answered factual questions as it related to budgets and projections for the library measure.²

We understand the following:

- The current library is 5,100 square feet.
 - The newly proposed library will be 19,150 square feet.
 - An increase in square footage of over 275%
- The current City of Gladstone Library district serves approximately 20,000 residents. The plan is for the current Gladstone library district to take on the Oak Lodge library district, thus increasing the service area to 47,000 residents (an increase of over 135%).
- A 30 member library committee, public involvement, and a group of outside consultants assisted the City in planning for the new library.
- New library construction costs are estimated to be \$10 million.
- Preliminary operating budgets on the new library have been developed, but not finalized.
- The City is currently budgeting for an additional \$14.75 million in additional capital expenditures in the next 10 years, including:
 - Water system repairs \$10.0 million
 - New Reservoir \$ 2.6 million
 - Equipment Upgrades \$445,000
 - Stormwater Upgrades \$300,000
 - City Hall Roof \$275,000
 - Sidewalks/Pedestrian Repairs \$255,000
 - River bank restoration \$250,000
 - Concession stand \$130,000
- The City is currently upgrading its Master Plan which will likely change the \$14.75 million in capital expenditures currently budgeted for. Necessary projects could be significant, including: stormwater system upgrades/repairs, sewer system repairs, and upgrades to City Hall.

Observations

We cannot opine on the economic or community benefit gained from a library. For every report researched that purportedly provided data on the "economic return on investment" of a public library; research that purportedly provided contradicting data that "brick and mortar" library buildings were "becoming obsolete" was also found.

Given that data fluctuated so significantly, this area of analysis was not considered.

² The City Administrator did not advocate for or against Measure 3-413.

Understanding Debt Service

The proposed costs of the library and resulting debt service schedule for the City of Gladstone library were previously prepared by the City Administrator and can be found at **Exhibit A**. While the cost to build the library is projected to be \$10 million; actual costs for the entire project will likely end up costing more as a result of interest on the financing of the project as well as land costs already incurred.

For the City of Gladstone, the total expected cost of the library is as follows:

Construction of Library Building:	\$10,000,000
Interest Paid on Debt Financing:	\$ 2,631,537
<u>Cost of Land (Already Paid)</u>	<u>\$ 1,049,069</u>
TOTAL	\$13,680,606

Of the \$13.6 million in costs identified above, the following revenue sources have been identified:

Contribution from Clackamas County	\$ 2,500,000
Land (Paid For)	\$ 1,049,069
Contribution from Urban Renewal ³	\$ 420,000
<u>Debt Service⁴</u>	<u>\$ 9,711,537</u>
TOTAL	\$13,680,606

Debt Service Costs

Currently, the City plans to pay off the \$9.7 million in debt in 15 years. Under this scenario, debt service payments would average **\$645,000** per year.

It is important to note that the library is projecting an average of \$1.4 million in gross revenue per year; meaning that debt service on the library would equate to nearly 46 percent of gross revenue (leaving 54 percent of revenue for operating costs).

How the Debt will be paid

As a result of the projected debt service requirement, the Library will be unable to sustain both its operations plus the debt service for the building (see projected budgets at **Exhibit B**) from current projected revenues.

As a result, the City administrator has proposed that the \$645,000 annual payments will be paid from the following City of Gladstone funds:

- General Fund \$114,365
- Library Fund \$300,000
- Urban Renewal \$230,635

³ Already transferred from Urban Renewal to Library Fund

⁴ Includes \$7.08 million in principal and \$2.63 million in interest

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Based on the City's historical operating results and the projected Library budget, this plan looks reasonable. However the City's future economic outlook, a closer review of the library fund budget, and the City's future capital cost requirements cause concern that this plan may not be feasible.

It appears that the City has planned for this; as the current Library Financial Analysis (**Exhibit A**) includes a contingency payment plan in the event that current projections fall short.

General Fund

The City has historically needed to transfer funds from the General Fund to the Library Fund each year in order to meet library related expenditures. While Mr. Boyce's projection of \$114,000 each year for the next 15 years seems reasonable given this history, the City's future ability to sustain this cost is in question. Given our firm's history with other Oregon cities that are similar in size to Gladstone, plus the City's actual operating results for 2011; it is our opinion that this \$114,365 projected General Fund transfer could become more difficult to finance in future years. This opinion is based on the fact that the June 2012 forecast for the State of Oregon showed tax revenues falling behind projections; this could result in less revenue received by the City for General Fund operations. Further, it is expected that employee related costs (e.g. PERS, medical benefits, etc.) will continue to increase.

Library Fund

Currently, the City is projecting the Library Fund to contribute \$300,000 of the debt payment. We reviewed two separate library budgets; one dated May 2011 and another dated September 2012⁵. We confirmed with Mr. Boyce that the revenue projections in the September 2012 budget were updated to more closely match recently certified property tax revenues received in the last fiscal year. Further, these budgets included more detailed expenditure line items. As such, we chose to focus our analysis on this budget document.

We have summarized the September 2012 budget at **Exhibit B**; our observations follow:

- The current proposed library budget shows that in fiscal years 2014 through 2016 projected library revenue will minimally cover projected expenditures (see **Exhibit B** "Revenue Less Expenditures" line item).
- Projected revenue for the future library is reasonable.
 - Population decreases along with decreased assessed value of properties have decreased the projected revenue of the library fund (this has been considered in the attached budget).
- Several expenditure line items did not increase as expected with a new facility (or expanded service area), including:
 - Office supplies

⁵ The City Administrator has not had a chance to finalize these budgets (as per direction from City attorneys)

- Equipment leases
- Janitorial
- Conference and Schools
- Certain common expenditures (or expenditures reasonably expected with a new facility) did not appear to be considered, including:⁶
 - Landscaping services
 - Legal and professional services
 - Insurance
 - Advertising & Communication (including postage)

If revenues were to fall short, or if expenditures were to exceed projections, the City's library fund does not appear to have enough "contingency" (i.e. revenues in excess of expenditures) to cover budgetary shortfalls. This would mean that if the library's operating expenses take up a larger portion of its revenue, then the library fund would be unable to make its projected \$300,000 debt payment. As a result, a larger portion of the debt service payment would need to be covered by other City funds.

Currently, City staff is constrained by interpretation of City Charter to work on the library budget and were unable to comment on specifics or make any adjustments or recommendations on the proposed library budget.

Urban Renewal

Currently the Urban Renewal fund is expected to pay for approximately \$230,635 in library related debt service. It appears that as long as future property tax revenues are maintained; there will be enough funds to sustain a payment of this amount.

Contingency Plans for Debt Service Payments

In an attempt to inform citizens of the contingency plan to service debt payments in the event that the current financial plan described above does not work; Mr. Boyce has included a scenario on the Library Financial Analysis worksheet (**Exhibit A**) that shows that the Urban Renewal Fund would be able to support a greater percentage (up to 100 percent) of the \$645,000 library debt service payment if the General Fund and Library Fund were unable to support their share of the payment.⁷

However, it is important to understand that if the Urban Renewal Fund were required to make its current proposed portion of the library debt service payment (or some larger amount); future Urban Renewal related projects may need to be scaled down or deferred due to lack of funds.

⁶ It is important to note that certain of these items could be included in other line items on the budget

⁷ Assumes that Urban Renewal Fund would be "allowed" to make 100% of payment. No analysis has been performed to determine whether current ORS statutes or City Charter/Resolutions would allow for or preclude this.

Future City of Gladstone Capital Needs

The 2013 City of Gladstone budget itemizes a list of \$24.75 million in capital projects that the City of Gladstone will likely need to pay for during the next 10 years (this includes \$10 million for the library). In addition, during our meeting with Mr. Boyce and Councilors Mersereau and Fitch, we were informed of additional potential capital projects not listed in the budget; including, Sewer and Stormwater drainage, potential needs for Sewer system upgrades; as well as the need for several Street projects. These additional projects would likely add significantly (likely, more than \$10 million dollars) to the already proposed \$24.75 million capital project price tag.

The City could use a combination of debt service, fund resources (e.g. Sewer fund or Street fund), and Urban Renewal resources to complete these projects. Currently, the City is in the process of upgrading its Master Plan which will help direct City decision makers in prioritizing and budgeting for these projects.

It is undetermined how carrying \$9.7 million in debt will affect the City of Gladstone’s ability to take on new debt for future projects, or pay for future projects. As such, we would recommend that City decision makers prioritize future projects and potential funding sources for these projects to determine whether \$9.7 million in library-related debt is an acceptable option at this time.

Debt Service Paid for By City of Gladstone Citizens

Under the current Library Finance Plan, citizens of Gladstone would be responsible for approximately 61.27% of total debt service payments. Analysis is as follows:

Fund	Debt Payment Amount	% Related to Gladstone Citizen Funds ⁸	Total Gladstone Funds
General Fund	\$114,365	100%	\$114,365
Urban Renewal	\$230,635	100%	\$230,635
Library Fund	\$300,000	16.72%	\$50,160
TOTAL	\$645,000	61.27%	\$395,160

The proposed combined library district would receive property tax revenues from Gladstone taxpayers as well as unincorporated areas of the county that are serviced by the new library district. As a result, the funds used to make the debt service payment from the library fund would be a combination of Gladstone taxpayers and citizens in unincorporated Clackamas County. We reviewed the Clackamas County Library District 2013 Distribution Formula (**Exhibit D**). Based on assessed values in this document, Gladstone area taxpayers represent 16.27% of the total library district. However, Gladstone area taxpayers will not be funding 16.27% of the library debt.

⁸ Library fund portion based on Clackamas County Library District Distribution Formula (Exhibit D).

Under the proposed plan, \$50,160 in Gladstone-taxpayer funds from the library combined with Gladstone taxpayer funds from the General Fund and Urban Renewal District means that Gladstone taxpayers will be responsible for 61.27%, or \$395,160 of the total library debt service payment.

It is important to note that if a lesser percentage of Library Fund dollars were used to make debt service payments and other City funds paid a higher portion, the percentage of funds from Gladstone taxpayers would be greater.

Closing Comments

Thank you for the opportunity to be of service. I especially appreciate the courtesies extended by Mr. Boyce and Councilors Mersereau and Fitch.

If you have any questions or comments related to our analysis of the City of Gladstone Library measure, please don't hesitate to call me at 360.573.5158.

Sincerely,



Tiffany R. Couch, CPA/CFF, CFE

LIST OF EXHIBITS

- EXHIBIT A:** *Library Financial Analysis (Prepared by City)*
- EXHIBIT B:** *Gladstone Library Budget vs. Actual (Prepared by City)*
- EXHIBIT C:** *Fact Sheet: Library District & Gladstone*
- EXHIBIT D:** *Clackamas County Library District Distribution Formula 2012-2013*

EXHIBIT A

New Library Financial Analysis
City Administrator Estimates
As of February 1, 2012

	Estimated Debt Payment Amount	(FY 2011 Actual) General Fund Reduction(1)	Estimated Library Operating Reserve	Urban Renewal (UR) Debt Payment	Estimated UR Revenue(2)	UR % w/ Reductions(3)	UR % w/out Reductions(4)
1	646,980.67	114,365.37	300,000.00	232,615.30	811,771.09	29%	80%
2	647,402.00	114,365.37	300,000.00	233,036.63	819,888.80	28%	79%
3	646,994.00	114,365.37	300,000.00	232,628.63	828,087.69	28%	78%
4	645,994.00	114,365.37	300,000.00	231,628.63	836,368.57	28%	77%
5	649,252.00	114,365.37	300,000.00	234,886.63	844,732.25	28%	77%
6	646,704.00	114,365.37	300,000.00	232,338.63	853,179.57	27%	75%
7	648,514.00	114,365.37	300,000.00	234,148.63	861,711.37	27%	75%
8	649,468.00	114,365.37	300,000.00	235,102.63	870,328.48	27%	75%
9	649,566.00	114,365.37	300,000.00	235,200.63	879,031.77	27%	74%
10	648,808.00	114,365.37	300,000.00	234,442.63	887,822.09	26%	73%
11	647,194.00	114,365.37	300,000.00	232,828.63	896,700.31	26%	72%
12	644,724.00	114,365.37	300,000.00	230,358.63	905,667.31	25%	71%
13	646,398.00	114,365.37	300,000.00	232,032.63	914,723.98	25%	71%
14	647,002.00	114,365.37	300,000.00	232,636.63	923,871.22	25%	70%
15	646,536.00	114,365.37	300,000.00	232,170.63	933,109.94	25%	69%
Totals	9,711,536.67	1,715,480.55	4,500,000.00	3,496,056.12	13,066,994.44	27%	74%

Construction/Design/Prep.	10,000,000.00
Plus Interest	2,631,536.67
Plus Land (5)	1,049,069.37
Less County Contribution	2,500,000.00
Less Indirect County/Lib District(6)	6,215,480.55
Total City Expense	4,965,129.49
% City/UR Contribution @ 15 yrs(7)	36.29%
% County/Lib District @ 15 yrs	63.71%

(1) Actual difference between Library District revenue and actual FY 2011 library expenditures is \$140,385.57 (\$671,615.37 exp. + \$531,230.00 rev). \$140,385.57 is also reduced by other library revenues of \$26,020 to equal the general fund contribution of \$114,365.37. Following consolidation of library service areas the City of Gladstone general fund would no longer contribute to library services.
 (2) Year one amount is equal to FY 2011 actual urban renewal revenue received. Annual increases based upon 1% annual revenue increase. Historical data shows an average increase of 3%.
 (3) This column indicates the percentage of urban renewal revenue that would go toward library debt service if city council authorizes the library operating reserve and the general fund reduction to be used for debt service.
 (4) Column indicates the percentage of urban renewal revenue that would go toward library debt service if urban renewal fund was the only source of revenue for library debt service.
 (5) Property acquired through condemnation preceding over 12 years ago. (6) Equals general fund reduction column \$1,715,480.55 + estimated library operating reserve 4,500,000.
 (7) % City/UR Contribution is City of Gladstone and the Gladstone Urban Renewal District contribution.

Land	
Total Acreage	11.82
Library Acr	4.00
Park Acreage	7.82
	100% Total
	34% Library
	66% Park

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EXHIBIT A

**EXHIBIT B
GLADSTONE LIBRARY
ACTUAL vs. BUDGET
2008 - 2016**

	ACTUAL					BUDGET				
	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016		
Revenue										
Property tax from Clackamas County	297,793	505,979	529,155	617,220	1,275,000	1,326,000	1,379,040	1,434,202		
Contribution from city's General Fund	281,308	289,747	298,440	307,393	-	-	-	-		
Total Contributions from City/County	579,101	795,726	827,595	924,613	1,275,000	1,326,000	1,379,040	1,434,202		
Fines	21,224	21,648	22,081	22,523	35,000	35,700	36,414	37,142		
Fees	2,220	2,264	2,310	2,356	4,000	4,080	4,162	4,245		
Ready-To-Read Grant	3,000	3,000	3,000	3,000	3,400	3,400	3,400	3,400		
State interlibrary loan payments	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000		
Total Library Generated Revenue	29,444	29,912	30,391	30,879	45,400	46,180	46,976	47,787		
Total Revenue	608,545	825,638	857,986	955,492	1,320,400	1,372,180	1,426,016	1,481,989		
Expenditures										
MLS Staff Costs	70,605	79,664	81,955	126,853	187,583	194,673	207,875	212,033		
Paraprof Staff Costs	236,405	271,515	272,126	290,500	281,256	344,248	375,188	382,691		
Fringe Benefits (MLS & Paraprof)	123,100	134,115	166,787	201,418	206,660	256,744	284,110	296,926		
Unknown Reconciling Difference	3,174	1,124	2,999	2,500	2,525	2,550	2,575	2,602		
Total Employee Costs	433,284	486,418	523,867	621,271	667,924	798,215	869,748	894,252		
Utilities	10,425	9,628	7,500	12,000	30,000	31,200	32,448	33,746		
Building Maintenance & Supplies	5,259	5,487	4,000	5,000	10,000	10,400	10,816	11,249		
Office supply & Processing Materials	13,160	8,922	10,000	10,000	10,200	10,404	10,612	10,824		
Telephones	-	205	2,000	2,400	6,000	6,120	6,242	6,367		
Equipment Lease, Maint & Supplies	5,690	4,874	7,000	7,000	7,070	7,141	7,212	7,284		
Subscriptions	-	-	-	-	-	-	-	-		
Conference and Schools	1,536	1,467	2,800	2,000	2,020	2,040	2,061	2,081		
Janitorial Service	8,608	7,134	6,000	7,000	7,280	7,571	7,874	8,169		
Adult / Children's Programs	1,812	1,926	2,500	3,000	10,000	10,500	11,025	11,576		
Data Processing & LINCC	6,000	2,338	10,000	10,000	10,300	10,609	10,927	11,255		
Ready to Read Expenditures	3,174	1,124	3,000	2,500	2,525	2,550	2,576	2,602		
Library Foundation funded program	-	-	4,484	4,440	4,484	4,529	4,575	4,620		
Total Materials & Services	55,664	43,105	59,284	65,340	99,879	103,064	106,368	109,793		
Book Collection Costs	42,000	42,000	42,000	42,000	75,000	75,000	75,000	75,000		
Non Book Collection Costs	24,727	26,211	27,783	29,450	45,000	47,700	50,562	53,596		
Periodical subscription costs	5,424	5,139	5,000	5,000	8,000	9,540	10,112	10,719		
Total Collection Costs	72,151	73,350	74,783	76,450	128,000	132,240	135,674	139,315		
Debt Service	-	-	-	-	300,000	300,000	300,000	300,000		
Total Expenditures	561,099	602,873	657,934	763,061	1,196,903	1,333,519	1,411,790	1,443,360		
Revenue Less Expenditures	47,446	222,765	200,052	192,431	124,497	38,661	14,226	38,629		

Source: September 2012 Library Budget prepared by Library Staff

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Fact Sheet: Library District & Gladstone

History of the Library District

Several years ago, the Clackamas County Commissioners contracted with a professional library consulting firm to review and make recommendations regarding the countywide library consortium and propose a model for ensuring long term sustainable funding of library services in Clackamas County. The consultant recommended that a countywide **Library District** should be formed to provide stable, dedicated funding for libraries. The report also expressed concerns about the inadequacy of many of the library facilities in Clackamas County and recommended that the County discontinue providing direct library services and consolidate the three County Libraries with neighboring city library facilities.

Upon direction by the Board of County Commissioners, the County began to work with the cities to develop the Library District plan. This extensive effort addressed governance, funding distribution, operating standards, and the County's intent to transition out of direct library operations. This effort had two phases. The *First Phase* was formation of the Library District to allow current libraries to stay open and continue service provision until existing libraries could be consolidated into city libraries each of which would serve a larger unincorporated population in a full-service library developed in *Phase Two*.

Acknowledging the need for cities to make improvements to their libraries to handle *Phase Two*, the County also agreed to place general fund dollars that would have been spent on library operations into a dedicated capital fund should a Library District be formed. This capital fund would provide each city with \$1 million to help address their library capital needs. There are restrictions for use of these capital funds. Capital dollars can only be used for "library construction, remodel, expansion, building and site improvements, library construction bonded debt service and/or collection development."

A Library District plan was presented at city council and community group meetings. With respect to *Phase One*, ten library cities all passed City Council resolutions requesting to be included in the Library District for voter consideration. The County placed the Library District on the ballot in November 2008. The voter's pamphlet explanatory statement for Library District formation was by law limited to one question – whether a Library District should be formed. At that point in time an affirmative vote *would* allow current libraries to remain open, both city and county. Because of the one issue requirement, any explanation of the *Phase Two* consolidation of library services into city branches could not be mentioned. Formation of the Library District passed by a vote of the people and the library plan was formalized through an Intergovernmental Agreement signed by ten library cities and the newly formed District Board.

Phase Two encompasses the current ongoing consolidation of library services into city branches and the distribution of at least \$1 million in general fund dollars to each of the library cities. City branches involved in consolidation are required to serve a larger unincorporated population with full-service libraries. With respect to *Phase Two*, information regarding the capital contributions to the cities and transfer of the Clackamas Corner Library to the City of Happy Valley and the Hoodland library to the City of Sandy, as well as the merging of the Oak Lodge and Gladstone Libraries to one new joint facility located in Gladstone was explained in direct mailings, handouts, and presentations.

EXHIBIT C

The City of Sandy assumed responsibility and operation of the Hoodland library in 2009. Happy Valley expressed concern about their ability to operate the library. The County is constructing a new library facility to serve Happy Valley, Damascus and the surrounding unincorporated area until Happy Valley is willing and able to assume responsibility. There is a possibility in the future that Damascus could construct and operate its own library or take it over operations at the new library if Happy Valley refused to do so.

Merged, Joint Use Library in Gladstone

With regard to the planned joint use facility in Gladstone, the County and the City of Gladstone discussed concerns over the capital funding allocated to Gladstone for the library construction. The County agreed to allocate an additional \$1 million in county general funds to Gladstone as well \$500,000 from the newly created Library District from funds allocated under the current Library District IGA for the Oak Grove library but in excess of its current operational needs for the construction of a merged Gladstone/Oak Lodge library. The funds are intended for construction of an expanded library sufficient to meet the needs of both the Gladstone and Oak Grove communities and comply with the standards of the Intergovernmental agreement signed by ten library cities in Clackamas County. Combined, this provided Gladstone \$2.5 million from the County to help construct a new Gladstone/Oak Lodge library. The City of Gladstone and the County entered into an Intergovernmental Agreement on April 7, 2011 after which Gladstone requested and received the \$2.5 million from the County to construct a new library for the Gladstone/Oak Lodge communities. Once a new building is constructed and the libraries are merged, Gladstone's share of the Library District funding will increase reflecting the closure of Oak Grove and the larger population served by the new library.

Contingencies

In the event that Gladstone does not build a library sufficient to serve both the Gladstone and Oak Grove communities, Gladstone would be required to return the additional \$1.5 million they received back to the County. Gladstone would keep their original \$1 million to be used on library improvements on a Gladstone library facility serving only the Gladstone area and their current designated unincorporated area, and funding from the Library District would be no higher than it is today because they would not be serving a larger population. Any questions about siting and constructing a new library in Gladstone should be directed to the City of Gladstone; the County is not involved in those decisions.

EXHIBIT D

Clackamas County Library District
Fiscal Year 2012 - 2013 Distribution Formula
Estimate

Total Current Year Tax Receipts	\$13,771,464	100.00%	Prior Year
City Assessed Value	\$7,247,922	52.63%	\$191,573
Unincorporated Population Served	\$6,523,542	47.37%	\$172,427

Prior Year Fund Balance	\$65,000
Interest Earned	\$9,000
Delinquent Tax & Interest/Penalties	\$290,000
Total	\$364,000
Total Library District Revenues	\$14,135,464

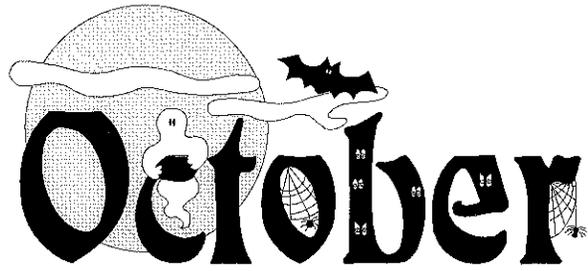
	Assessed Value	Unincorporated Population Served	Assessed Value Prior Interest & Delinquent Tax	Unincorporated Prior Interest & Delinquent Tax	Tualatin Distribution	Total Distribution	%
Canby	\$417,480	\$259,349	\$11,035	\$8,866		\$696,730	4.93%
Estacada	\$74,654	\$490,215	\$1,973	\$15,048		\$581,890	4.12%
Gladstone	\$263,824	\$303,414	\$6,973	\$7,494		\$581,705	4.12%
Happy Valley	\$645,065	\$1,264,332	\$17,050	\$35,730		\$1,962,177	13.88%
Lake Oswego	\$2,000,426	\$195,522	\$52,874	\$2,635	\$37,011	\$2,288,469	16.19%
Milwaukie	\$618,972	\$673,157	\$16,360	\$11,088		\$1,319,578	9.34%
Molalla	\$171,776	\$491,681	\$4,540	\$13,219		\$681,215	4.82%
Oregon City	\$856,704	\$816,895	\$22,644	\$24,670		\$1,720,913	12.17%
Sandy	\$237,732	\$526,454	\$6,284	\$14,637		\$785,106	5.55%
Hoodland	\$0	\$183,085	\$0	\$5,603		\$188,688	1.33%
Tualatin	\$144,234	\$0	\$3,812	\$0	-\$74,023	\$74,023	0.52%
West Linn	\$1,123,428	\$130,836	\$29,694	\$4,602	\$7,402	\$1,295,962	9.17%
Wilsonville	\$693,626	\$177,653	\$18,334	\$3,089	\$29,609	\$922,311	6.52%
Oak Lodge	\$0	\$1,010,951	\$0	\$25,745		\$1,036,696	7.33%
Total	\$7,247,922	\$6,523,542	\$191,573	\$172,427	\$0	\$14,135,464	100.00%

Tualatin Assessed Value & Prior Year Distribution	Assessed Value	Prior Year, Interest and Delinquent Tax	Total	
Tualatin	50%	\$72,117	\$1,906	\$74,023
Lake Oswego	25%	\$36,058	\$953	\$37,011
Wilsonville	20%	\$28,847	\$762	\$29,609
West Linn	5%	\$7,212	\$191	\$7,402
Total	100%	\$144,234	\$3,812	\$148,046

Gladstone Assessed = \$263,824 = 16.72%
 Gladstone Unincorp = \$303,414
 Oak Lodge Unincorp = \$1,010,951
 \$1,578,189

9-16

EXHIBIT D



REGULAR AGENDA

City of **GLADSTONE**



Date: October 3, 2013
To: Mayor and City Council
From: Pete Boyce, City Administrator 
Re: Lake Oswego/Tigard Waterline Project Agreement

The purpose of the Waterline Project Agreement is to document the responsibilities of all parties during construction and ensure City of Gladstone infrastructure is safeguarded. Public Works Supervisor Scott Tabor has also outline City projects that will be completed in conjunction with the Lake Oswego/Tigard waterline project and there is language in the agreement that outlines how the projects will be integrated.

Staff is recommending approval of the Lake Oswego/Tigard Waterline Project 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

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October 2, 2013

To: Pete Boyce
From: Scott Tabor
RE: Lake Oswego/Tigard ROW

This memo is for clarity on the improvements that will occur during the 42" Raw Water Transmission line from the Raw Water Intake for Lake Oswego.

There is a 6" water main being installed on Portland Ave. from Arlington St. South to W. Clackamas Blvd. The City of Gladstone will be responsible for the repaving of Portland Ave., and portions of W. Clackamas Blvd. Installation of this pipe will occur after the installation of the 42" Lake Oswego Raw Water Transmission line on W. Clackamas Blvd. so there will be no conflicting infrastructure during its installation. W. Clackamas Blvd. will have a small amount of paving required outside of the main 42" transmission line trench and will be minimal.

The Meldrum Bar 6" water line installation will follow along the road and will be on the South side of the Lake Oswego 42" main. This means that there will be a portion of paving to be done on Meldrum Bar Rd. that is the City of Gladstone's responsibility.

Bellevue Ave. will be re-built from row to row as specified in the legal agreement with curbs and drainage and street subgrade improvements.

E. Exeter was determined to have the best sub-grade of all the streets and was recommended to only half street improvements. I agree with this but also have notified Lake Oswego that a video review of the entire work project on E. Exeter be filed so that after construction any portion of the street that was damaged during construction be repaired and replaced.

The amount of heavy construction equipment and trucks can cause damage to the unexcavated portion of the street. The geo-tech survey that has been done by Lake Oswego only indicates sample points on the area that was drilled and that it does not reflect the total condition of the sub grade on E. Exeter. Therefore the potential for street damage must be addressed as recommended by the pre-construction video of the project prior to construction.

11-2

City of GLADSTONE

Date: October 3, 2013

To: Mayor and City Council

From: Pete Boyce, City Administrator

Re: Lake Oswego Easement Request

Staff is requesting City Council authorize both the temporary construction and permanent waterline easements for the Lake Oswego waterline project.

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
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135 E. Dartmouth
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Gladstone, OR 97027
(503) 656-7957
FAX: (503) 722-9078

12-1

Name of Document For Recording: Easement Grantor: City of Gladstone Grantee: City of Lake Oswego Consideration: \$52,725.00, together with other good and valuable consideration. Tax Statement to be mailed to: No change. Statutory Recordation Authority: ORS 93.710(1). <u>After Recording, Return To:</u> City of Lake Oswego, Attn: City Recorder, P.O. Box 369, Lake Oswego, OR 97034	(For County Recording Use Only)
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**TEMPORARY CONSTRUCTION EASEMENT
(EXPIRES MARCH 31, 2016)**

Grantor: City of Gladstone, a Municipal Corporation
525 Portland Ave. Gladstone, OR 97027

Grantee: City of Lake Oswego, a Municipal Corporation
P.O. Box 369, Lake Oswego, Oregon 97034

1. Grant of Easement. The above named grantor hereby grants and conveys a non-exclusive easement to the City of Lake Oswego, its agents, successors and assigns, on, over and across the real property described as the Easement Area on the attached Exhibit A and illustrated on the attached Exhibit B for the purposes described herein.
2. Purpose, Use and Restrictions of Easement.
 - A. Temporary Construction Easement. The easement granted herein is for all purposes necessary or incidental to supporting the work to install and construct a public water pipeline, together with any and all related appurtenances (collectively the Facilities), within an associated and adjacent (or nearby) Permanent Easement Area (entered into contemporaneously with this Easement), including but not limited to access to, and egress over and across, the Easement Area for that purpose, and also including use as a staging area for storage of materials, vehicles and equipment.
 - B. Any work done by the Grantee in the Easement Area pursuant hereto shall be so done as to leave the premises in a similar condition to its previous state when the work is finished thereon.
3. Consideration for Easement. The consideration for this Easement is \$52,725.00.
4. Term of Easement. The Easement term shall commence upon execution, but actual occupancy shall not commence until entry for construction. Grantee agrees to provide Grantor with written notice at least thirty (30) days in advance of construction. The Easement term shall extend until the date the construction of the associated water pipeline is completed and ready for final payment under the construction contract, or March 31, 2016, whichever occurs sooner with the understanding that time is of the essence. Said construction completion date will be documented by the issuance of a Certificate of Work Completion by the City of Lake Oswego to the construction contractor. Additionally, occupation and use of this Easement shall be constrained to the dates and durations described on Exhibit A.

12-2

IN WITNESS WHEREOF, the undersigned Grantors have hereunto executed this Easement on the date stated below the (respective) Grantor's signature.

<u>City of Gladstone</u> Date Signed: _____	
--	--

State of Oregon)
County of _____)

On this _____ day of _____, _____, before me the undersigned Notary Public, personally

appeared _____ ("Grantor")

- personally known to me
- proved to me on the basis of satisfactory evidence

To be the person who executed the within instrument

as _____ or on behalf of the entity therein named, pursuant to authority, and acknowledged to me the execution hereof.

WITNESS my hand and official seal Notary Signature	Notary Seal (Do not place seal over any portion of text or signature)
_____ Notary name: _____	

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12-4

This document is accepted pursuant to authority and approved for recording.

City of Lake Oswego, Oregon

Scott Lazenby, City Manager

State of Oregon)
County of Clackamas)

On this _____ day of _____, _____, before me the undersigned Notary Public,
personally appeared Scott Lazenby,

- personally known to me
- proved to me on the basis of satisfactory evidence

To be the person who executed the within instrument

- as City Manager of the City of Lake Oswego or on behalf of the entity therein named, pursuant to authority,

and acknowledged to me the execution hereof.

WITNESS my hand and official seal Notary Signature	Notary Seal (Do not place seal over any portion of text or signature)
_____ Notary name: _____	

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EXHIBIT 'A'

City of Lake Oswego
Water Pipeline Easement
Lake Oswego Work Order Number 120
OBEC Project No. 625003 Meldrum Bar Park

June 18, 2013

Temporary Construction Easement

Expires Mar. 31, 2016 or Project Completion with the following constraints:

Parcel A: Occupation and use allowed from Nov. 1, 2013 to Feb. 28, 2014, or
Occupation and use allowed from Nov. 1, 2014 to Feb. 28, 2015, or
Occupation and use allowed from Nov. 1, 2015 to Feb. 29, 2016

Parcel B: Expires Mar. 31, 2016

Parcels C & D: Occupation and use allowed from Mar. 1, 2014 to Oct. 31, 2014, or
Occupation and use allowed from Mar. 1, 2015 to Oct. 31, 2015

A parcel of land in the South One-Half of Section 19, Township 2 South, Range 2 East of the Willamette Meridian, City of Gladstone, Clackamas County, Oregon, being a portion of that tract of land conveyed to the City of Gladstone, by deeds recorded as Document No. 92-30263, 85-01807 and 85-01808, Clackamas County Deed Records, being more particularly described as follows:

Parcel "A"

Commencing at the northwest corner of Lot 8, "Riverdale," Clackamas County Plat Records;

Thence, along the southerly line of that property described in Document No. 88-23646, South 66°04'36" West, 567.17 feet;

Thence, leaving said southerly line, South 82°55'00" East, 18.85 feet to the True Point of Beginning;

Thence South 82°55'00" East, 15.63 feet;

Thence South 26°40'00" East, 47.69 feet;

Thence South 62°26'45" East, 94.41 feet;

Thence South 20°49'21" East, 306.16 feet;

Thence South 48°25'34" East, 63.98 feet;

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Thence South 69°28'43" West, 104.88 feet;

Thence North 20°55'58" West, 435.71 feet;

Thence North 26°40'00" West, 52.21 feet to the True Point of Beginning of Parcel "A".

Containing 32,054 square feet, more or less.

TOGETHER WITH that portion of said tract more particularly described as follows:

Parcel "B"

Commencing at the northwest corner of Lot 8, "Riverdale," Clackamas County Plat Records;

Thence, along the southerly line of that property described in Document No. 88-23646, South 66°04'36" West, 677.10 feet;

Thence, along the southerly line of that property described in Document No. 85-01808, South 66°04'36" West, 253.52 feet;

Thence, leaving said southerly line, North 86°35'59" West, 305.93 feet to the True Point of Beginning;

Thence North 86°35'59" West, 70.02 feet;

Thence North 1°54'02" East, 50.89 feet;

Thence North 66°03'40" East, 146.76 feet;

Thence North 84°59'27" East, 125.00 feet;

Thence South 5°00'33" East, 100.00 feet;

Thence South 84°59'27" West, 199.66 feet;

Thence South 1°54'02" West, 8.43 feet to the True Point of Beginning of Parcel "B".

Containing 23,473 square feet, more or less.

TOGETHER WITH that portion of said tract more particularly described as follows:

Parcel "C"

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Commencing at the northwest corner of Lot 8, "Riverdale," Clackamas County Plat Records;

Thence, along the northerly line of that property described in Document No. 74-7390, South 66°04'36" West, 2107.10 feet;

Thence, leaving said northerly property line, North 43°07'33" West, 282.52 feet to the True Point of Beginning;

Thence South 68°38'41" West, 32.30 feet;

Thence North 43°07'28" West, 120.00 feet;

Thence North 46°52'32" East, 30.00 feet;

Thence South 43°07'33" East, 131.98 feet to the True Point of Beginning of Parcel "C".

Containing 3,779 square feet, more or less.

TOGETHER WITH that portion of said tract more particularly described as follows:

Parcel "D"

Commencing at the northwest corner of Lot 8, "Riverdale," Clackamas County Plat Records;

Thence, along the northerly line of that property described in Document No. 74-7390, South 66°04'36" West, 2107.10 feet to the True Point of Beginning;

Thence, leaving said northerly property line, South 43°07'33" East, 298.33 feet, more or less to elevation 5.5 feet as provided by the Department of State Lands as the ordinary low water line of the Willamette River;

Thence, along said ordinary low water line as follows, North 54°19'47" West, 254.08 feet;

Thence North 46°04'08" West, 24.35 feet;

Thence North 58°42'39" West, 67.32 feet;

Thence North 58°29'56" West, 71.84 feet;

Thence North 55°50'26" West, 69.85 feet;

Thence North 51°39'57" West, 140.90 feet;

Thence North 60°12'09" West, 102.20 feet;

Thence, leaving said ordinary low water line, North 46°52'32" East, 99.06 feet;

Thence South 43°07'28" East, 136.93 feet;

Thence North 68°38'41" East, 59.22 feet;

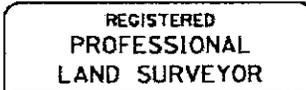
Thence South 43°07'33" East, 255.60 feet to the True Point of Beginning of Parcel "D".

Containing 44,433 square feet, more or less.

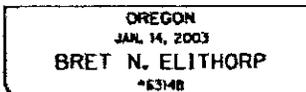
Parcels "A", "B", "C" and "D" together contain 103,739 square feet, more or less.

Elevations based on NGVD29 vertical datum.

Bearings based on Oregon State Plane Coordinate System, North Zone 3601.



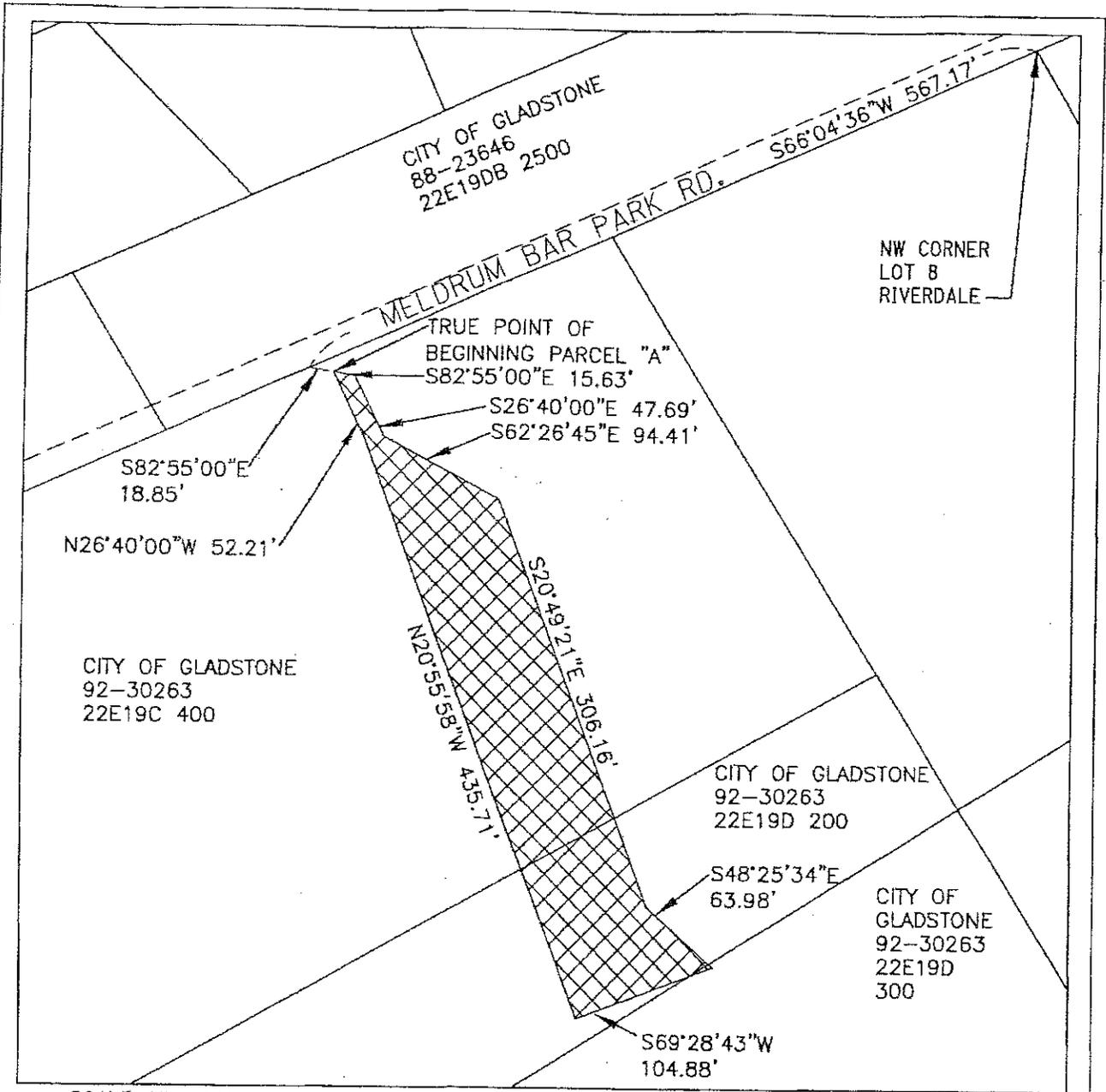
B. N. Elithorp



RENEWS: DEC. 31, 2013

SIGNED: 6/19/13-----

129



SCALE 1" = 100'



REGISTERED
PROFESSIONAL
LAND SURVEYOR

B. N. Elithorp

OREGON
JAN. 14, 2003
BRET N. ELITHORP
#53148

RENEWAL DATE: DEC. 31, 2013
SIGNED: 6/18/13



EXHIBIT 'B'

TEMPORARY CONSTRUCTION EASEMENT
625003 PARCEL "A" PAGE 1 OF 4
S 1/2 SEC 19, T 2 S, R 2 E. W.M.
CITY OF GLADSTONE, CLACKAMAS COUNTY, OREGON

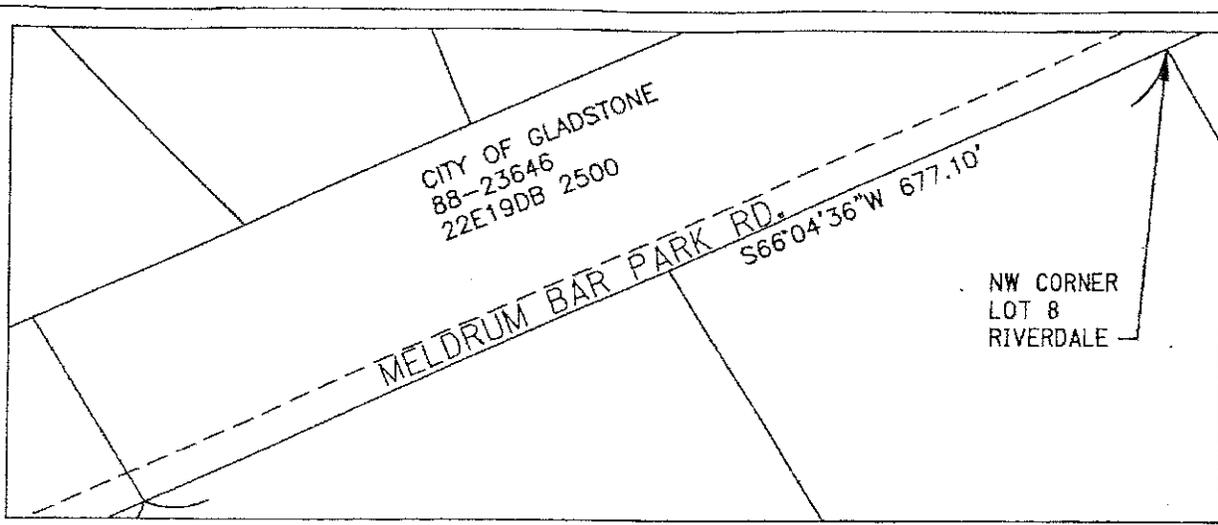
DATE	6/18/13
DRAWN BY	GMF
CHECKED BY	JWC
REVISIONS	
JOB NO.	625003



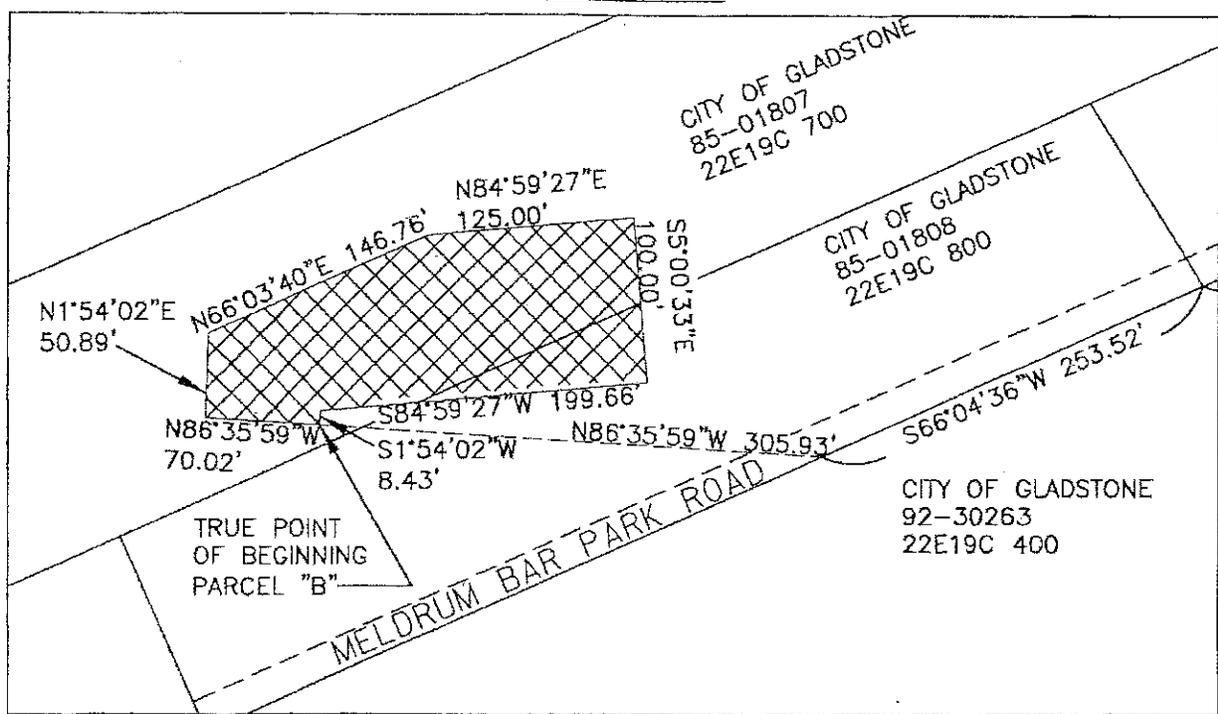
Corporate Office:
920 COUNTRY CLUB ROAD, SUITE 100B EUGENE, OREGON 97401-6629, 541-683-6090
5000 SW MEADOWS ROAD, SUITE 420 LAKE OSWEGO, OREGON 97035, 503-626-6103

12-10

SEE DETAIL B



DETAIL "A"



SEE DETAIL A

SCALE 1" = 100'



DETAIL "B"

REGISTERED
PROFESSIONAL
LAND SURVEYOR

B. N. Elithorp

OREGON
JAN. 14, 2003
BRET N. ELITHORP
*53148

RENEWAL DATE: DEC. 31, 2013
SIGNED: 6/18/13



EXHIBIT "B"

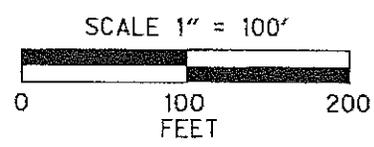
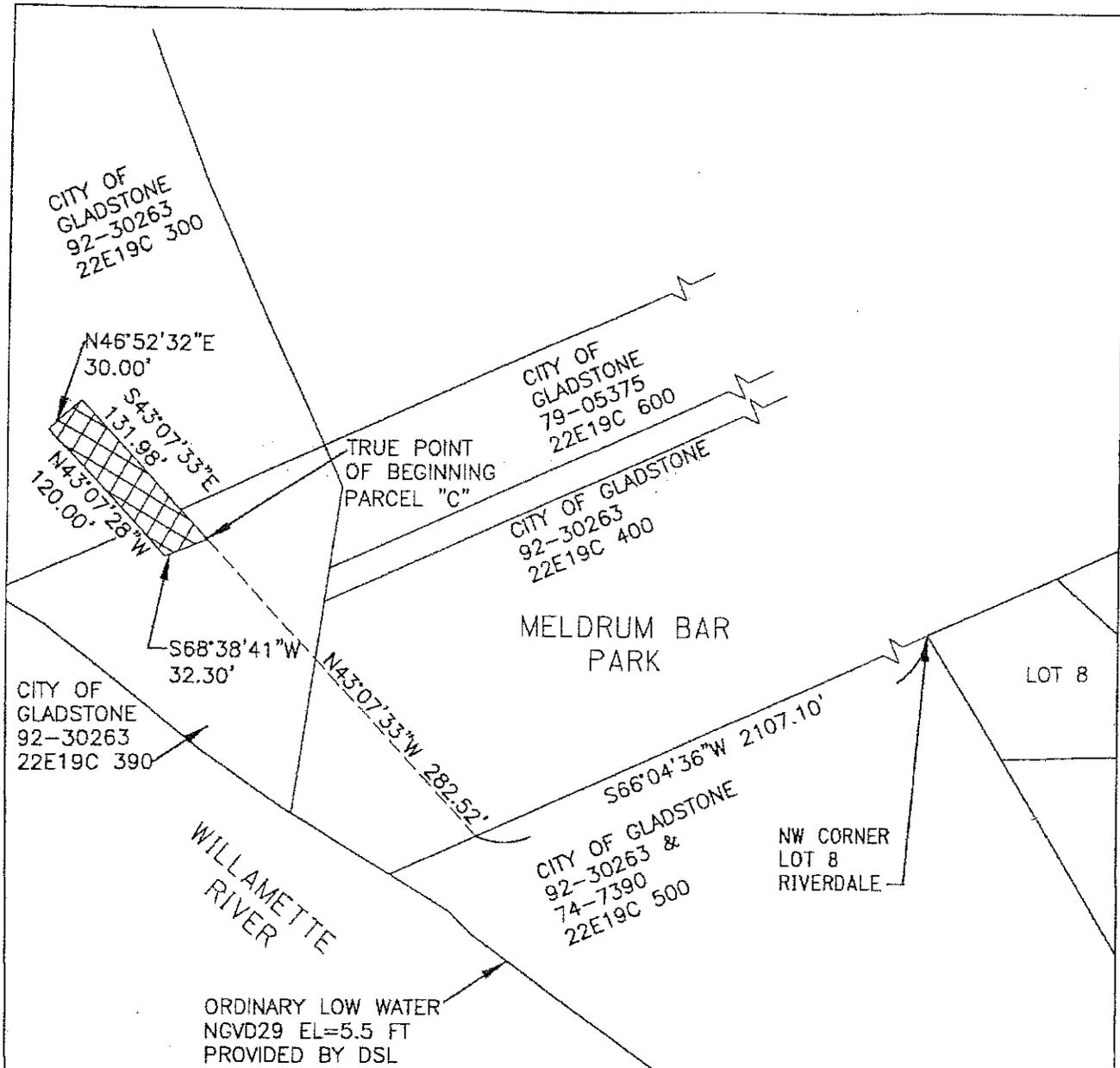
TEMPORARY CONSTRUCTION EASEMENT
625003 PARCEL "B" PAGE 2 OF 4
S 1/2 SEC 19, T 2 S, R 2 E. W.M.
CITY OF GLADSTONE, CLACKAMAS COUNTY, OREGON

DATE	6/18/13
DRAWN BY	CMF
CHECKED BY	JWC
REVISIONS	
JOB NO.	625003



Corporate Office
826 COUNTRY CLUB ROAD, SUITE 100B EUGENE, OREGON 97401-6089, 541-683-5880
5900 SW MEADOWS ROAD, SUITE 420 LAKE OSWEGO, OREGON 97055, 503-620-6163

10-11



REGISTERED
PROFESSIONAL
LAND SURVEYOR

B. N. Elithorp

OREGON
JAN. 14, 2003
BRET N. ELITHORP
*63148

RENEWAL DATE: DEC. 31, 2013
SIGNED: 6/18/13



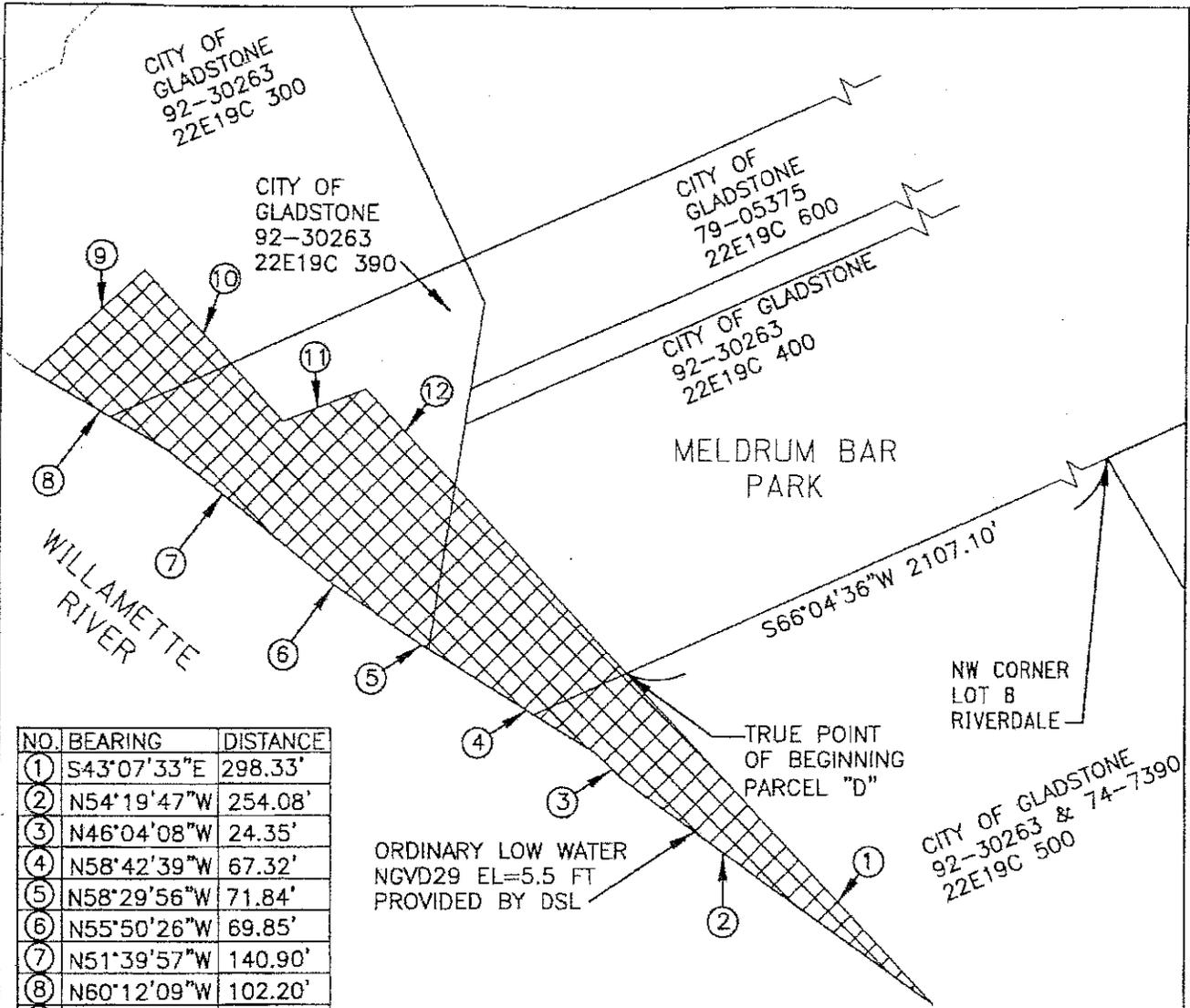
EXHIBIT 'B'
TEMPORARY CONSTRUCTION EASEMENT
625003 PARCEL "C" PAGE 3 OF 4
S 1/2 SEC 19, T 2 S, R 2 E. W.M.
CITY OF GLADSTONE, CLACKAMAS COUNTY, OREGON

DATE	6/18/13
DRAWN BY	CMF
CHECKED BY	JVC
REVISIONS	
JOB NO.	625003

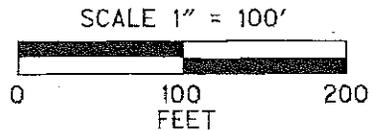


Corporate Office
520 COUNTRY CLUB ROAD, SUITE 1008 EUGENE, OREGON 97401-6089, 541-683-6090
5000 SW MEADOWS ROAD, SUITE 420 LAKE OSWEGO, OREGON 97035, 503-526-6105

12-12



NO.	BEARING	DISTANCE
①	S43°07'33"E	298.33'
②	N54°19'47"W	254.08'
③	N46°04'08"W	24.35'
④	N58°42'39"W	67.32'
⑤	N58°29'56"W	71.84'
⑥	N55°50'26"W	69.85'
⑦	N51°39'57"W	140.90'
⑧	N60°12'09"W	102.20'
⑨	N46°52'32"E	99.06'
⑩	S43°07'28"E	136.93'
⑪	N68°38'41"E	59.22'
⑫	S43°07'33"E	255.60'



REGISTERED PROFESSIONAL LAND SURVEYOR

Bret N. Elithorp

OREGON
JAN. 14, 2003
BRET N. ELITHORP
#63148

RENEWAL DATE: DEC. 31, 2013
SIGNED: 6/18/13



EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT
625003 PARCEL "D" PAGE 4 OF 4
S 1/2 SEC 19, T 2 S, R 2 E. W.M.
CITY OF GLADSTONE, CLACKAMAS COUNTY, OREGON

DATE	6/18/13
DRAWN BY	CMF
CHECKED BY	JWC
REVISIONS	
JOB NO.	625003



Corporate Office
920 COUNTRY CLUB ROAD, SUITE 100B EUGENE, OREGON 97401-6089, 541-683-6090
5200 SW MEADOWS ROAD, SUITE 420 LAKE OSWEGO, OREGON 97036, 503-620-6103

12-13

APPRAISAL OF

**CITY OF GLADSTONE PROPERTY
MELDRUM BAR PARK
GLADSTONE, OR 97027**

PREPARED FOR

Cynthia M. Fraser
Garvey Schubert Barer
121 SW Morrison Street, 11th Floor
Portland, OR 97204-3141

PREPARED BY

George W. Donnerberg, MAI
Real Property Consultants
4805 SW Oleson Road
Portland, Oregon 97225

DATE OF VALUE

May 2, 2013

(RPC 13-046)

12-14

REAL PROPERTY
CONSULTANTS

P O R T L A N D

4805 SW OLESON ROAD • PORTLAND, OREGON 97225

503/618-0965

June 24, 2013

Cynthia M. Fraser
Garvey Schubert Barer
121 SW Morrison Street, 11th Floor
Portland, OR 97204-3141

Re: City of Gladstone Property
Meldrum Bar Park
Gladstone, OR 97027
RPC File 13-046

Dear Ms. Fraser:

Per your request, I have completed an appraisal of the above-captioned property. It is my opinion, based on an investigation and analysis of the available data that the value of the acquisition as of May 13, 2013, is:

**ONE HUNDRED FOURTY TWO THOUSAND ONE HUNDRED DOLLARS
(\$142,100)**

This appraisal is presented as a Summary Report. The appraisal is intended to comply with the Uniform Standards of Professional Appraisal Practice of the Appraisal Standards Board. The report is also intended to comply with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional conduct of the Appraisal Institute. The value as reported is subject to all Assumptions and Limiting Conditions presented in the attached report. **This appraisal was developed for right-of-way acquisition purposes on part of the City of Lake Oswego. Any other use of this report without written permission from the appraiser is prohibited.**

Respectfully Submitted,


George W. Donnerberg, MAI
Oregon Certification C000075

GWD:lb

REAL PROPERTY CONSULTANTS, INC.

AFFILIATE OFFICES:

Real Property Consultants Portland

Real Property Consultants Salem

Real Property Consultants Medford

Real Property Consultants Klamath Falls

Each office is independently owned and operated.

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ADDENDA

Waterline Easements	Topographical Map
Legal Descriptions	Comparable Land Sale Map
Acquisition Maps	Land Sale Data Sheets
Subject Photos	Zoning Code
Location Map	Title Report
Subject Map	Property Profiles
Aerial Map	Information Letter
Zoning Map	Inspection Notice
Flood Map	Qualifications

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Owner	City of Gladstone c/o Peter Boyce, City Administrator 525 Portland Avenue Gladstone, OR 97027	
Location	East bank of Willamette River at the mouth of the Clackamas River in Gladstone, Oregon.	
Legal Description	The subject includes multiple tax lots situated within Sections 2-2E-19C, 19CA, and 19D in Clackamas County, Oregon as delineated on the map exhibit found in the Addenda.	
Site Size	Per the Clackamas County Assessor's office, the subject includes 95.51 acres.	
Improvements	The subject is improved with a variety of park and recreation oriented facilities.	
Zoning	OS, Open space	
Highest and Best Use	The highest and best use of the subject is for recreation-river access.	
Proposed Acquisition	The proposed acquisition involves a permanent waterline easement which will include a total area of 124,767 square feet or 2.86 acres. The acquisition will also require temporary construction easements totaling 103,739 square feet or 2.38 acres.	
Date of Inspection	The subject was initially inspected on several occasions between June 25, 2012 and May 2, 2013.	
Date of Value	May 2, 2013	
Compensation Estimate	Taking	\$142,100
	Damages	<u>\$ 0</u>
	Total	\$142,100

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ASSUMPTIONS AND LIMITING CONDITIONS

General

1. The property description used in this report is assumed to be reasonably correct.
2. No survey of the property has been made by the appraiser, and no responsibility is assumed in connection with such matters. Maps in this report are included only to assist the reader in visualizing the property. Property dimensions and size should be considered as approximate.
3. No responsibility is assumed for matters of a legal nature affecting title to the property, nor is an opinion of title rendered. The title is assumed to be good and merchantable.
4. Information furnished by others is assumed to be true, correct and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraiser.
5. All mortgages, liens, encumbrances, leases, and servitudes have been disregarded unless so specified within the report. The property is appraised as though under responsible ownership and competent management.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
7. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser however is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired. No environmental impact studies were either requested or made in conjunction with this appraisal, and the appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental impact studies, research, or investigation.
8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in the appraisal report.

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REAL PROPERTY CONSULTANTS

9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in the appraisal report.
10. It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
11. The appraiser will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made therefore.
12. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with properly written qualification and only in its entirety.
13. Neither all nor any part of the contents of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales, or any other media without written consent and approval of the appraiser. Nor shall the appraiser, firm, or professional organizations of which the appraiser is a member be identified without written consent of the appraiser.
14. The liability of the appraiser, his employees and subcontractors is limited to the initial employer (client) only, and only up to the amount of the fee actually received for the assignment. Further, there is no accountability, obligation, or liability to any third party. If the appraisal report is placed in the hands of anyone other than the initial employer, the initial employer shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraiser is in no way responsible for any costs incurred to discover or correct any deficiency (if any) in the property.
15. Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing assumptions and limiting conditions.

Extraordinary Assumptions

1. The easement construction will be staged so as to not interfere with normal recreational activity in the park.
2. All site improvements will be restored as part of the project.

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GENERAL CONSIDERATIONS

Date of Inspection

The site was initially inspected on June 25, 2012 with a subsequent site visits on July 17, 2012, August 15, 2012, and on May 2, 2013.

Date of Value

May 2, 2013

Date of Report

June 24, 2013

Property Rights Appraised

The property rights appraised constitute the fee simple interest and/or easement impact on the fee simple interest of the subject property.

Purpose of the Appraisal

The purpose of the appraisal is to estimate the market value of the proposed acquisition.

Intended Use

The intended use of this appraisal is to identify the appropriate compensation for the proposed acquisition.

Client and Intended User

The client is Cynthia M. Fraser of Garvey Schubert Barer on behalf of the City of Lake Oswego. The intended user is Garvey Schubert Barer, the City of Lake Oswego, and agents thereof.

Reporting Option

This appraisal is being presented as a Summary Report.

Definition of Market Value

Market Value, as defined in the Uniform Standards of Appraisal Practice, as promulgated by the Appraisal Standards Board of The Appraisal Foundation (April 20, 1990) is:

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.”

“Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated;
- b. Both parties are well informed or well advised and each acting in what they consider their best interests;
- c. A reasonable time is allowed for exposure in the open market;
- d. Payment is made in terms of cash in U.S. dollars, or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

SCOPE OF THE APPRAISAL

This appraisal is being completed with consideration given to the value of the property being taken together with possible severance damages and/or special benefits if applicable.

Steps taken in completing the appraisal assignment included a physical inspection of the subject property and a review of the surrounding neighborhoods. The City of Gladstone Zoning Code was researched in order to ascertain the allowable uses for the property. The location and/or availability of utilities were confirmed with municipal jurisdictions.

Comparable sales were researched through county records, RMLS, CoStar comparables, Metroscan, and other professional resources. All sales used in the analysis were personally inspected by the appraiser.

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NEIGHBORHOOD DESCRIPTION

The subject is located within the corporate limits of the City of Gladstone approximately five blocks east of McLoughlin Boulevard, along the north banks of the Clackamas River. The City of Gladstone is easily accessed by both McLoughlin Boulevard and via I-205, which runs in a north/southerly direction near the easterly limits of the city. Interchange access with McLoughlin Boulevard is available approximately one mile south of the Clackamas River in Oregon City. The I-205 bridge also provides easy access to the City of West Linn located on the west side of the Willamette River. McLoughlin Boulevard is the primary link between the City of Milwaukie to the north and the city of Oregon City situated on the south side of the Clackamas River.

The mouth of the Clackamas River lies several blocks west of McLoughlin Boulevard flowing into the Willamette River in an area locally known as Meldrum Bar. The river confluence has provided a variety of recreational opportunities including Meldrum Bar and Dahl Parks to the north of the Clackamas River. Clackamette Park lies to the south of the Clackamas River within the limits of Oregon City. Additional recreational opportunities are available along the Clackamas River including Cross Park and Chief Ames Park maintained by the City of Gladstone.

The City of Gladstone is divided by the presence of McLoughlin Boulevard, which is improved with strip commercial retail developments. River Road generally runs parallel with McLoughlin Boulevard and the Willamette River intersecting the highway opposite Arlington Street in Gladstone. The lands to the west of River Road include high density residential uses transitioning into the adjacent park facilities. The lands running east from River Road extending to approximately one block east of McLoughlin Boulevard have been improved with commercial facilities. The lands to the east of said commercial strip are generally zoned for traditional single family homes. The lands running east from Portland Avenue adjacent to the Clackamas River have been preserved for park use. The westerly end of the park strip is known as Chief Charles Ames Park while the balances of the lands are known as Cross Park. The combined park lands generally extend easterly to a foot bridge at the terminus of 82nd Drive.

For the most part, the homes in the Gladstone community consist of older, well established residences intermixed with newer in-fill homes along the riverfront. A limited commercial strip consisting of the original town center runs north along Portland Avenue. The Gladstone City Hall and municipal facilities lie along Portland Avenue as do the Gladstone school facilities, located near the north end of the commercial strip.

In summary, the subject is located in a well established community adjacent to the Willamette and Clackamas Rivers. The City of Gladstone has excellent accessibility and many recreational opportunities afforded by access to the adjacent river systems. The community is considered to be a desirable residential area.

12-23

GENERAL PROPERTY INFORMATION

Owner

City of Gladstone
 c/o Peter Boyce, City Administrator
 525 Portland Avenue
 Gladstone, OR 97027

Location

East bank of Willamette River at the mouth of the Clackamas River in Gladstone, Oregon.

Legal Description

The subject includes multiple tax lots as delineated on the following Clackamas County Assessor's Maps:

Legal Description

Map	Tax Lot	Area
2-2E-19C	200	19.10
2-2E-19C	300	11.92 *
2-2E-19C	390	0.92
2-2E-19C	400	3.82 *
2-2E-19C	500	17.25 *
2-2E-19C	600	1.07
2-2E-19C	700	3.94
2-2E-19C	800	1.64
2-2E-19CA	101	3.45
2-2E-19CA	191	0.22
2-2E-19D	200	4.91 *
2-2E-19D	300	11.18 *
2-2E-19D	500	3.58 *
2-2E-19D	501	1.35
2-2E-19D	1001	8.85
2-2E-19DB	2500	2.31
Total		95.51

**upland area net of river*

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Assessment Data

The market value estimated by the Clackamas County Assessor for the various parcels totals:

Assessment Data				
Map	Tax Lot	Land	Improvements	Total Value
2-2E-19C	200	\$1,383,506	\$0	\$1,383,506
	300	\$1,139,144	\$0	\$1,139,144
	390	\$47,342	\$0	\$47,342
	400	\$643,542	\$0	\$643,542
	500	\$1,565,213	\$0	\$1,565,213
	600	\$194,445	\$0	\$194,445
	700	\$590,933	\$0	\$590,933
	800	\$277,285	\$0	\$277,285
2-2E-19CA	101	\$105,673	\$0	\$105,673
	191	\$74,504	\$0	\$74,504
2-2E-19D	200	\$742,663	\$0	\$742,663
	300	\$1,139,144	\$0	\$1,139,144
	500	\$618,353	\$38,010	\$656,363
	501	\$28,166	\$0	\$28,166
	1001	\$948,243	\$0	\$948,243
2-2E-19DB	2500	\$362,426	\$0	\$362,426
Total		\$9,860,582	\$38,010	\$9,898,592

The subject is held in a tax exempt status and no taxes are due.

Zoning

The subject is zoned OS, open space, within the jurisdiction of the City of Gladstone. Per the first Section 17.26.010 of the development code "the purpose of an OS district is to implement the Comprehensive Plan and to provide and preserve open space areas for use and enjoyment of the public." The allowed outright uses include a variety of recreational uses including parks, playgrounds, trails, etc. The zone also provides for boat ramps and swimming facilities, etc.

Site Area

As per the Clackamas County Assessor's office, the subject has a combined area of 95.51 acres.

Existing Use

The subject is currently being used for park and recreation purposes.

12-25

Sales History

There have been no recent transactions involving the subject property.

Inspection

Representatives of the City of Gladstone were offered the opportunity to be present during the course of the inspection via a letter dated June 1, 2012 addressed to Peter Boyce, City Administrator. The owners did not respond to the letter and George W. Donnerberg, MAI was unaccompanied on his inspection of the property on June 25, 2012. The site was subsequently visited on July 17, 2012, on August 15, 2012, and on May 2, 2013. The most recent inspection date represents the effective value date of this report.

PROPERTY DESCRIPTION

The subject consists of the Meldrum Bar city park which lies adjacent to the east bank of the Willamette River on the north side of and at the mouth of the Clackamas River. The contiguous park ownership includes 95.51 acres. The parcel includes approximately 4300 linear feet along the Willamette River frontage and approximately 1700 linear feet along the Clackamas River. Access to the property is available via River Road which intersects with McLoughlin Boulevard near the southeast corner of the park. Park access is provided via Meldrum Bar Park Road which runs south from River Road terminating at a boat launching and parking area adjacent to the river. The boat ramp area is improved with a paved parking lot, and restroom facilities. A small dock has been provided adjacent to the concrete boat launch which opens into a small lagoon inside of the Meldrum Bar.

As per FEMA map 41005C0038D, nearly all of the site lies within the 100 year flood plain which is approximately 47 feet in this area. Hence, the majority of the site will flood to a depth of 7 to 14 feet or deeper during the 100 year event. It is noted that the eastern most portion of the site adjacent to mobile home park includes a strip having a width of approximately 100 feet which lies at an elevation near 50 feet and is slightly above the flood level.

The site has a terraced topography including the 100 foot wide strip along the east boundary. The topography then drops abruptly to an elevation of approximately 35 feet. The parcel runs west an approximate distance of 1,000 feet at the 35 foot elevation. West of this point, the parcel has an uneven topography dropping to approximately 10 feet near the upper river bank, and 5.5 feet at the ordinary low water line.

The east 100 feet of the parcel adjacent to the mobile home court is level and has cover of park lawn. The adjacent slope area has cover of mature cottonwood trees and native understory. The level mid-portion of the site is improved with multiple athletic fields and includes approximately ½ of the overall parcel. This area is also improved with several paved parking areas including a 100 space lot located on the south side of Meldrum Bar Park Road near and west of the bank slope. Site improvements in this area also include a paved walking path south of the parking lot which provides access to the southeast athlete field. Said field is improved with a baseball backstop with adjacent chain link fencing.

The westerly portion of the site lies near 30 feet in elevation and includes a community garden and natural area. The balance of the site south of Meldrum Bar Park Road consists of natural area along the river bank. The lands north of Meldrum Bar Park Road have a similar topography. These lands have a mix of grass and natural cover. A portion of said lands is used for overflow parking and for composting and park maintenance purposes.

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REAL PROPERTY CONSULTANTS

The ownership also includes a 27 foot wide access strip which runs west along the south property line linking River Road with the river bank. The access way is known as Jensen Road. The strip is improved with a 10 foot to 12 foot wide asphalt road surface. Per Scott Tabor of the City Public Works Department, an 18 inch storm line has been established within Jensen Road. Mr. Tabor noted that the city of Gladstone also maintains a 2 inch water line in the eastern end of Meldrum Bar Park Road. Further, he noted that the City of Lake Oswego maintains a 42 inch water line which runs the full length of Meldrum Bar Park Road.

The existing road network consists of asphalt surfaced roads with gravel shoulders. The road network generally follows the alignment of Jensen Road (not open to the public) and Meldrum Bar Park Road as identified on the assessor's maps. The road terminates near the river bank and at the paved boat launch and parking area. The road surfaces appear to be well maintained and in good repair.

HIGHEST AND BEST USE

Highest and best use is defined as: The reasonable and probable use that supports the highest present value of vacant land or improved property as of the date of appraisal. As defined, the highest and best use must be reasonably probable, legally and physically possible, as well as financially feasible.

When developing an opinion of highest and best use, the appraiser is required to consider the factors listed below (USPAP - SR 1-3 (a))

1. Existing land use regulations.
2. Probability for modification to land use regulations.
3. Economic demand.
4. Physical adaptability of the real estate.
5. Neighborhood trends.
6. Highest and Best Use of the real estate.

The standard also requires the appraiser "recognize that land is appraised as though vacant and available for development to its highest and best use, and that the appraisal of improvements is based on their actual contribution to the site.

Existing Land Use Regulations

The subject is presently zoned OS within the jurisdiction of the City of Gladstone Planning Department. Said zone provides for public uses generally consisting of park, trail or river front access uses. Absent the open space zone, it is judged that the most likely non-public economic use would be for single family residential uses being the predominate use pattern in the area.

Probability for Modification to Land Use Regulations

The existing zoning is consistent with the comprehensive plan and is compatible with development in the adjacent neighborhood. It is judged to be unlikely that the existing land use regulations could be easily modified. Absent the public ownership at the time of the zoning enactment, it is assumed that the comprehensive plan would have identified an economic zone, and it is assumed that said zone would have been for low density residential purposes. Regardless, the flood plain limitations place significant limitations on development and there is little need to modify the OS zoning.

Economic Demand

The physical limitations of the site would likely limit demand for uses other than for park or recreational purposes.

12-29

Physical Adaptability of the Real Estate

The subject has an irregular configuration resulting in a relatively high ratio of river frontage. The parcel is situated within the corporate limits of the City of Gladstone and has availability of services to the east boundary of the property. Regardless, it is noted that the majority of the property lies within the 100 year flood plain of the Willamette River. The approximate flood elevation in this vicinity is 47 feet. In contrast, the majority of the site lies at an elevation below 40 feet and is subject to significant inundation during the 100 year flood event. For the most part, the flood potential would preclude significant development in the area.

Neighborhood Trends

The subject is located in a desirable established residential area. The community is fully developed and it is anticipated that the neighborhood will experience little change in the foreseeable future.

Highest and Best Use of the Real Estate

The depth of the flood plain in the area would restrict structural development except in areas which could be elevated above the flood plain or alternately with high wall foundations, etc. Whereas much of this land would require fill depths to near or in excess of 20 feet structural development of the property to any degree would likely be unfeasible. With this in mind, it is felt that the highest and best use of this site would be for river access and recreation. It is noted that the upper level along the east boundary has approximate dimensions of 100 feet x 850 feet. This portion could potentially support development above the 100 year flood level. Regardless, the linear configuration of this component reduces feasibility of further development as a separate parcel and this component is judged to best contribute to the highest and best use of the overall parcel with potential for structural development supporting park buildings and shelters.

PROPOSED ACQUISITION AND EFFECTS ON REMAINDER

Proposed Acquisition

The project will require a permanent easement for a subsurface water line together with several temporary construction easements.

Permanent Pipeline Easement

The permanent easement commences at the west side of River Road and follows the alignment of Jensen Road a distance of 1,016.16 feet. Jensen Road provides a secondary gated access route into the park. This easement leg has a width of 27 feet. Jensen Road has a 12 foot paved surface with gravel shoulders and native vegetation. A storm sewer line has been installed within the road alignment.

The proposed easement then turns northeasterly having a width of 25 feet. The easement will generally follow the alignment of an existing path which follows the toe of a bank slope. The path/easement runs along the east side of a baseball diamond to the south end of a paved parking lot. The proposed easement will then follow the east side of the parking lot to Meldrum Bar Park Road. At this point, the 25 foot wide easement will run westerly along or north of the road to the river terminating just south of the existing boat ramp. Improvements in this area are limited to paved road surface and natural landscaping. The permanent easement will encumber 124,767 square feet or approximately 2.86 acres.

For the most part, the pipeline will be constructed using an open trench method with the pipe being buried approximately 4 to 8 feet below the road surface.

Temporary Construction Easement

The temporary construction easement includes four parcels identified as Parcels A, B, C, and D.

Parcel A contains 32,054 square feet and will follow the west side of the proposed permanent easement between Jensen Road and Meldrum Park Road commencing near the south edge of the paved parking lot and running north approximately 500 feet to Meldrum Park Bar Road. For the most part, Parcel A has a width of 80 feet. The easement generally overlays the paved parking area which contains approximately 100 striped spaces. The easement will expire on March 31, 2016 or when the project is completed, whichever is sooner. The maximum duration from the May 2, 2013 value date is approximately 34 months. Per the easement document, occupation and use of the easement within the 34 month period shall be allowed only from November 1, 2013 to February 31, 2014; or from November 1, 2014 to February 31, 2015; or from November 1, 2015 to February 31, 2016. Thus, of the 34 month total, the easement will be occupied for only 4 months.

12-31

Parcel B involves an irregular tract situated north of Meldrum Bar Park Road in a level area used for park maintenance and overflow parking. The area is generally unimproved with a dirt/grass surface. Parcel B will encumber 23,473 square feet or 0.54 acres and will be used for construction purposes and staging as identified in easement Exhibit A. Parcel B will be occupied for the entire 34 month period.

Parcel C consists of 3,779 square foot (0.09 acre) 25' wide strip adjoining the permanent easement along the gravel bar/parking area of the boat ramp. This easement will be used for construction access.

Parcel D involves a 44,433 square foot (1.02 acre) irregular area consisting of a gravel bar adjoining the ordinary low water line of the river. This area is unimproved but is a popular bank angling area. This easement will be used for construction access.

Occupation and use for both Parcels C and D will be allowed from March 1, 2013 to October 31, 2013 or from March 1, 2014 to October 31, 2015. Thus, the total occupancy will be limited to 16 months out of the 8 month total.

The combined area included in the four temporary construction easement parcels total 103,739 square feet or 2.38 acres.

Effects on Remainder

The proposed permanent easement will allow construction of a sub-surface waterline. The easement language will preclude additional structural development over the easement area; however, this land may continue to be used for road access and park purposes. Upon completion of the project, the existing road system will be restored to an equal or better condition than presently exists as will be lawn area impacted by the easement. The easement crosses through an area which is predominately located within the 100 year flood elevation and thus, has limited development potential regardless of the easement. Further, much of the easement follows the existing Meldrum Bar Road or Jensen Road alignment which is an integral part of the park system. Except for temporary disturbance during the course of construction, the road right of way may continue to be used for road purposes regardless of the waterline easement.

In order to limit construction disruption, occupancy and use within the temporary easement parcels has been constrained where possible to minimize conflicts with park use.

Parcel A can only be used from November through February in one of the three year periods beginning in 2013. The temporary construction easement will allow full use of the parking lot for staging, storage, and construction. However, this will occur during a period of a minimal seasonal use.

Parcel B has no constraints on use through the entire 34 month period. Regardless, this area is generally used for yard maintenance and storage uses. Except for overflow parking needs, the impact on park related uses to the remainder is limited.

Parcels C and D can only be used from March through October within one of the two periods including years 2013/2014 or 2014/2015. Within this time frame the encumbered beach area will be inaccessible to the public. The area will be used for placement of horizontal drilling equipment and at completion of the project, the land will be restored. The easement will include some boat launch related parking; however, access to the boat ramp lies beyond the temporary easement and the launching ramp will remain open throughout the project.

The permanent easement generally runs along the perimeter of the developed areas and/or lies within developed access ways. There is potential for access disruption; however, the project will reportedly be staged to minimize access delays during construction. Where Possible, the temporary easements will be constrained so as to restrict occupancy during periods of normal park use. While some disturbance is unavoidable, normal seasonal use of the park may continue throughout the construction process.

For the most part, excepting the disturbance during construction, the easement impact is judged to be relatively low and will not result in any change in highest and best use for recreational or park purposes

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VALUATION COMMENTS

There are three classic approaches which can be used in estimating a value for a given parcel of real estate. These methods are the Sales Comparison Approach, the Income Capitalization Approach and the Cost Approach.

The Sales Comparison Approach is a method whereby the value for a given property is estimated through a comparison process with other similar properties which have recently sold. The sale prices are adjusted for differences including the element of time, physical characteristics, and condition. The Sales Comparison provides a reliable value indication given the availability of adequate sales data.

The Cost Approach is a method whereby the replacement cost of the improvements is estimated. The estimated cost new is then charged for depreciation including physical deterioration, plus functional and economic obsolescence. The value of the underlying site is then added to this figure, resulting in an overall value indication for the property being appraised. The subjectivity of the depreciation estimate tends to increase with the age of the improvements. The Cost Approach is therefore most reliable when dealing with newer properties.

The final method is the Income Capitalization Approach. This method is generally applicable to commercial and investment properties which are capable of producing a rental income. This process first involves the estimation of the economic rent the property is capable of producing. The appropriate expenses are then deducted, resulting in an estimate of net operating income. The income is then capitalized with an overall rate, resulting in the final value estimate.

The appraisal assignment consists of the valuation of land only. Typically, the Sales Comparison Approach is the only applicable method for the valuation of land and will be the only method used in measuring the value of the underlying site.

SALES COMPARISON APPROACH

The subject site consists of a relatively large tract having limited future development capability due to the situation within a deep 100 year flood plain. The parcel is judged to have highest and best use for river access and recreation/open space. Thus, the appraiser has attempted to locate transactions involving properties having similar limitations.

Whereas few properties of this size and nature are sold on the open market, it was necessary to place some reliance on transactions involving public agencies. In such instances, the acquisitions were not under threat of eminent domain, and were acquired based on market value appraisals. As such, said comparables are judged to provide a reasonable indication of market value. In general, the public agency acquisitions involved two land classes including non-buildable and potentially buildable sites. The discussion will commence with the open space sites which were acquired for passive recreation and habitat preservation.

Open Space Sales

Of the available data, the following sales were considered:

Non Developable Land

No.	Grantee	Date	Price	Area	\$/Acre
1	Metro	6/11	\$ 2,220,000	180.79	\$ 12,279
2	Metro	4/11	\$ 750,000	30.02	\$ 24,983
3	Metro	6/10	\$ 504,000	22.48	\$ 22,420
4	Murhadi	4/12	\$ 22,000	3.13	\$ 7,029

Land Sale No. 1 – Reeder to Metro – This transaction involves a 180.79 acre tract located on Highway 99 E on a hillside south of the community of Canemah. The sale took place in June 2011 for \$2,220,000 or \$12,279 per acre. The parcel is located several miles south of Oregon City adjacent to the Urban Growth Boundary. For the most part, the parcel has steeply sloping topography and is zoned TBR for commercial forestry uses. Reportedly, the site included approximately \$865,000 worth of timber contribution and the land was allocated approximately \$7,500 per acre. The parcel had approval for six home sites; however, the topography and lack of infrastructure limited the economic potential for such a use.

Land Sale No. 2 – Rogers to Metro – This transaction involves a 30.02 acre tract located on SE 147th Avenue in Happy Valley. The parcel has an R-20 residential zone; however, a steep slope overlay impacts the majority of the parcel. The parcel has some timber which was not separately allocated and this parcel was acquired for open space. Much of the site is sloping and no access has been developed to the site.

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Land Sale No. 3 – Sunnyside Brook LLC to Metro – This transaction involves a 22.40 acre site located near Sunnyside Road and I-205. The parcel has an R-20 residential zone; however, the steep topography on the slopes of Mt. Talbert generally precludes economic development of the site. The parcel was acquired for open space purposes and no separate allocation was made of the timber contribution on the site.

Land Sale No. 4 – Leitgeb to Murhadi – This transaction involves a 3.13 acre wooded tract located near Gresham on SE Regner Road. The parcel sold in April 2012 for \$22,000 or \$7,029 per acre. The site has LDR-7 residential zoning; however, environmental overlays for slope and habitat preservation generally preclude development. The site was acquired on speculation with hopes of developing one home site.

The preceding sales all involve essentially non-buildable sites on the periphery of the Gresham, Clackamas and Oregon City urban areas. The parcels have potential for open space and habitat preservation; however, the slope generally precludes all but passive recreational uses. The sales suggest an overall range from \$7,029 per acre to \$24,983 per acre. Comparable 1 was the largest tract, and was furthest removed from the urban areas. This sale is greatly inferior to the subject in terms of location and was helpful only for illustrative purposes. Comparables 2 and 3 are somewhat smaller; however, both tracts are located immediately adjacent to developed residential lands and both sites had residential zoning. Regardless, in comparison with the subject, the sales were judged to be greatly inferior due to their more steeply sloping topography, which would generally limit use potential to habitat preservation and passive recreational uses. Sale 4 is most current, but has the smallest site area. The site size limited the potential as a habitat protection site and/or recreation. As such, the value for the subject would exceed this indicator. Of the above, Sales 2 and 3 provide the most meaningful indicators and would suggest an open space contribution approaching \$25,000 per acre.

Developable Land Sales

Absent the flood plain limitations, the subject’s relatively level topography could potentially be compared with development tracts after adjusting for the lack of buildability. In this regard, a second data set was considered involving sales of relatively large parcels which had potential for residential development; however, most were acquired for park use by public agencies.

Developable Land Sales

No.	Grantee	Date	Price	Area (Ac.)	\$/Ac
5	City of Portland	7-22-11	\$ 11,250,000	145.76	\$ 77,182
6	THPRD	9-13-10	\$ 2,788,000	8.66	\$321,940
7	City of Tigard	5-11-11	\$ 5,000,000	19.43	\$257,334
8	City of Tigard	5-1-12	\$ 1,750,000	8.00	\$218,750
9	Polygon NW	1-30-13	\$3,400,000	37.00	\$91,892

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Discussion

Land Sale No. 5 – Trust for Public Land to the City of Portland – This transaction involves a 145.76 acre tract located south of the Sellwood Bridge. The parcel extends between SW Macadam Ave. and SW Palatine Hill Road. The topography primarily consists of steeply sloping land adjacent to Macadam Ave. rising to more level rolling land towards the upper westerly portions of the site. This parcel has an OS zone and was acquired for inclusion into the city park system. The sale took place in July 2011 for \$11,250,000 or \$77,182 per acre overall. Reportedly the price reflected an allocation of \$8,000 per acre to the slope land.

Land Sale No. 6 – Cobb to Tualatin Hills Park and Recreation District – This transaction involves an 8.66 acre tract located near the southeast corner of SW Murray Blvd and Sexton Mountain Road near Beaverton. The site sold in September 2010 for \$2,788,000 or \$321,940 per acre. The parcel has a gently sloping topography and adjoins the Sexton Mountain residential subdivision. The parcel has R-7 single family zoning; however, this parcel was acquired for inclusion into the park system.

Land Sale No. 7 – Sunrise Lane Ventures, LLC to City of Tigard – This transaction involves a 19.43 acre residential development tract situated on SW Sunrise Lane in West Tigard near Bull Mountain. Approximately 2/3 of the site has a level to gentle slope with the balance having more steeply sloping topography. The sale took place in May 2011 for \$5,000,000 or \$257,334 per acre. The site was acquired for inclusion into the public parks system.

Land Sale No. 8 - Paull to City of Tigard – This transaction involves an 8.00 acre site situated at the northerly terminus of SW Alpine Crest Way in Tigard. The parcel is situated on the slopes of Bull Mountain and is improved with a 1,777 square foot home. The site has R-6 zoning and has all infrastructures available to the site. The parcel has a combination of level and sloping topography and had potential for residential tract development. The parcel was acquired for expansion of the City of Tigard park system. This parcel had been listed for sale with an asking price of \$2,000,000. The negotiated price of \$1,750,000 was slightly above the appraised market value. On a unit basis, the price indicates \$218,750 per acre.

Land Sale No. 9 – Violet Mills Family Trust to Polygon NW – This sale involves a 36.95 acre parcel on SW Quarry Road in Beaverton. The site sold in January 2013 for \$3,400,000 or \$92,016 per acre. The parcel has R-6 zoning in a residential area on the north slope of Cooper Mountain. The site has a sloping topography with an elevation difference rising from approximately 300 feet to 500 feet at the south boundary. The parcel has developed infrastructure to the property. Regardless, the topography will present development challenges and a reduction in usable area.

Comments and Conclusions

With exception of Sales 8 and 9, the transactions were somewhat dated. Prices experienced a slight decline through Mid-2012. Prices have since been on the

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increase. No specific adjustment has been made for time; however, this factor will be considered in the final weighting process.

The low end of the range is demonstrated by Sales 5 and 9, which sold for \$77,182 per acre and \$91,892 per acre respectively. Sale 5 is the largest sale, but included a relatively large ratio of unbuildable slope land and has been given little weight. Sale 9 suggests \$91,892 per acre for a difficult but generally usable parcel. In contrast, Sales 6, 7, and 8 suggest values ranging between \$218,750 and \$321,940 per acre. Within this bracket, Sale 6 is most dated and is superior in terms of potential development density. Sales 6 and 7 would support a range between \$218,750 and \$257,334 per acre for readily developable sites.

In the final analysis, the value for the subject must fall within an overall range of \$25,000 per acre for unusable sites having potential for habitat or open space. The subject must be considered greatly superior to the class of land. At the upper end, the data would support a value of approximately \$225,000 per acre for residential development land. Given the flood characteristics of the subject, the value falls well below this figure.

All considered, in light of the recreational potential afforded by the subject, the proper value is judged to fall between that indicated by the open space sales and by that indicated by the residential development sales.

With this in mind, the value for the subject is judged to lie near the mid-range of the relevant data at \$125,000 per acre.

COMPENSATION ESTIMATE

The proposed acquisition involves both permanent and temporary construction easements as discussed below:

Permanent Easement

The fee value of the land underlying the permanent easement contributes as follows:

$$2.86 \text{ acres} \times \$125,000 = \$357,500$$

The majority of the permanent easement follows along Jensen Road or Meldrum Bar Park Road. Both roads contribute to the highest and best use in terms of access/circulation and also serve as right of way for a storm sewer in Jensen Road and for existing water lines within Meldrum Bar Park Road. The placement of a new easement in this area will have little additional impact on the property.

In light of existing conditions, the additional utility lost to the easement within the two road right of ways would not exceed 10% compared to the before condition. If utility equates to value, the value loss associated with this component would not exceed 10% as well.

Portions of the permanent easement lie adjacent to the athletic fields and parking lot adjacent to the bank slope. These lands could potentially support some form of flood resistant structures or park facilities. Likewise, the easement area north of Meldrum Park Road could potentially support additional park facilities. Regardless, in light of the larger parcel, the permanent easement will have a relatively low impact which has been subjectively estimated at 25% of the underlying fee value. As such, compensation for the permanent easement totals:

$$2.86 \text{ ac} \times \$125,000/\text{ac} \times 0.25 = \$89,375$$

Temporary Easement

Being temporary in nature, compensation for the construction easement is best measured in the form of rent. In this regard, it is noted that typical land rents fall within a range of 8% to 10% of the real estate value. Reference is made to an August 2011 sale of commercial zoned tract in Tigard. The parcel was recently leased to Black Rock Coffee for use as a drive through coffee sales outlet. The land rent was reportedly based on 9.5% of the estimated land value for the initial 5 year lease term. Such a rate supports the typical range and the "rent" for the subject will be developed assuming a 9% annual return.

The rental rate will be applied to the value of the land being rented and, in the instance of Parcel A, to the value of the parking lot improvements as well.

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The sum contribution of the land being rented is tabulated as follows:

Parcel	Area (ac)	\$/ac	Value
A	0.736	\$125,000	\$92,000
B	0.539	\$125,000	\$67,375
C	0.087	\$125,000	\$10,875
D	1.020	\$125,000	\$127,500

In addition to the land, an additive is required for the fully improved paved parking lot on Parcel A.

Per Section 66, Page 2 of the Marshall Valuation Service, the cost of constructing a paved lot with 2 inches of asphalt on a 4 inch base is \$4.65 per square foot or:

$$32,054 \text{ SF} \times \$4.65/\text{SF} = \$149,051$$

An additional additive is required for striping 100 spaces at \$12.00 per space or:

$$100 \text{ spaces} \times \$12.00/\text{space} = \$1,200$$

The combined cost totals \$150,251.

The remaining parcels are generally unimproved and hence, the annual rental for each parcel has been calculated based on the following value:

Parcel	Land Value	Improved Value	Total
A	\$92,000	\$150,250	\$242,250
B	\$67,375	\$0	\$67,375
C	\$10,875	\$0	\$10,875
D	\$127,500	\$0	\$127,500

Assuming a 9% annual return, the rent for each parcel would total:

Parcel	Value	Return	Annual Rent	Monthly Rent
A	\$242,250	0.09	\$21,803	\$1,817
B	\$67,375	0.09	\$6,064	\$505
C	\$10,875	0.09	\$979	\$82
D	\$127,500	0.09	\$11,475	\$956

The tabulated rents assume exclusive occupancy throughout the year. As this is not the case with all of the easement parcels, an additional adjustment is in order. The authorized occupancy for the four parcels varies as identified below:

Periods of Authorized Occupancy			
Parcel	Occupied (months)	Unoccupied (months)	Total (months)
A	4	30	34
B	34	0	34
C	8	26	34
D	8	26	34

During periods of exclusive occupancy, the full monthly rent is applicable. In contrast, the city will have use of the land during periods of non-occupancy. Regardless, the easement will reduce flexibility of use even during periods of non-occupancy and would likely preclude the ability to redevelop or modify this portion of the park until completion of the project. As such, the unoccupied easement will be considered on a partially encumbered basis at 25% of the full rent estimate. With this in mind, the rent for each easement parcel has been developed as follows:

Parcel A

%	Months	Rent	Total
100%	4	\$1,817	\$7,268
25%	30	\$454	\$13,620
Total	34		\$20,888

Parcel B

%	Months	Rent	Total
100%	34	\$505	\$17,170
25%	0	\$0	\$0
Total	34		\$17,170

Parcel C

%	Months	Rent	Total
100%	8	\$57	\$456
25%	26	\$14	\$364
Total	34		\$820

Parcel D

%	Months	Rent	Total
100%	8	\$956	\$7,648
25%	26	\$239	\$6,214
Total	34		\$13,862

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The appraisal is specifically based on the assumptions that the subject will be returned to the owners in a condition equal or better than in the before condition. As such, (except for parking lot rent) no improvements will be lost to the project. No permanent severance damages will result from the project and the final compensation estimate totals:

Permanent Easement		\$ 89,375
Temporary Easement:		
Parcel A	\$20,888	
Parcel B	\$17,170	
Parcel C	\$ 820	
Parcel D	<u>\$13,826</u>	
Temporary Easement Total		<u>\$ 52,704</u>
Total		\$142,079

After rounding, the compensation estimate as of May 2, 2013 is:

**ONE HUNDRED FORTY TWO THOUSAND ONE HUNDRED DOLLARS
(\$142,100)**

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CERTIFICATION

I certify that, to the best of my knowledge and belief:

- ◆ The statements of fact contained in this report are true and correct.
- ◆ The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions and conclusions.
- ◆ I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- ◆ I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- ◆ My engagement in this assignment was not contingent upon the developing or reporting predetermined results.
- ◆ My compensation for this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- ◆ My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- ◆ I have made a personal inspection of the subject property and the comparable sales used in this report.
- ◆ Unless otherwise noted, no one provided significant professional assistance to the person signing this report.
- ◆ The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Practice of the Appraisal Institute.
- ◆ I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- ◆ As part of this project, an appraisal was completed on May 28, 2013. Subsequent modifications to the easement description required a re-appraisal of the property. Except for said appraisal, I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.
- ◆ As of the date of this report, George W. Donnerberg, MAI, has completed the requirements of the continuing education program of the Appraisal Institute.


George W. Donnerberg, MAI

Oregon Certification C000075 Exp. 7/31/13

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Name of Document For Recording: Easement Grantor: City of Gladstone Grantee: City of Lake Oswego Consideration: \$89,375.00, together with other good and valuable consideration. Tax Statement to be mailed to: No change. Statutory Recordation Authority: ORS 93.710(1). After Recording, Return To: City of Lake Oswego, Attn: City Recorder, P.O. Box 369, Lake Oswego, OR 97034	(For County Recording Use Only)
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PERMANENT WATERLINE EASEMENT

Grantor: City of Gladstone, a Municipal Corporation
525 Portland Ave. Gladstone, OR 97027

Grantee: City of Lake Oswego, a Municipal Corporation
P.O. Box 369, Lake Oswego, Oregon 97034

1. Grant of Easement. The above named grantor hereby grants and conveys a non-exclusive easement to the City of Lake Oswego, its agents, successors and assigns, on, over and across the real property depicted as the Easement Area on the attached Exhibit A and illustrated on the attached Exhibit B for the purposes described herein.
2. Purpose, Use, Maintenance, and Restrictions of Easement.
 - A. Permanent Waterline Easement. The Easement granted herein is for all purposes necessary or incidental to the construction, ownership, use, operation, maintenance, inspection, repair, replacement, renovation, improvement, removal and enhancement of a public water line, together with any and all related appurtenances (collectively the Facilities), within the Easement Area.
 - B. Any work done by the Grantee in the Easement Area shall be done so as to leave the surface of the premises in a similar condition to its current state when the work is finished thereon.
 - C. Grantee is solely responsible for all repair and maintenance of the Facilities, including but not limited to keeping the Facilities in a good and safe condition.
3. Consideration for Easement. The consideration for this Easement is \$89,375.00.
4. Term of Easement. This Easement is perpetual.
5. Easement to Bind Successors / Amendment of Easement. This Easement shall run with the land, shall be binding upon the Grantor's and Grantee's successors and assigns for the term of the Easement stated above, and shall only be modified by the City of Lake Oswego and Grantor by execution of a recordable document to that effect.
6. Interference with Easement. Grantor shall not construct any buildings or other improvements within the Easement Area without the advance written approval of Grantee which approval shall not be unreasonably denied, conditioned, or withheld. Grantor may otherwise utilize the

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IN WITNESS WHEREOF, the undersigned Grantors have hereunto executed this Easement on the date stated below the (respective) Grantor's signature.

City of Gladstone
Grantor's Name: _____
Date Signed: _____

State of Oregon)
County of _____)

On this _____ day of _____, _____, before me the undersigned Notary Public, personally

appeared _____ ("Grantor")

- personally known to me
- proved to me on the basis of satisfactory evidence

To be the person who executed the within instrument

- as _____ or on behalf of the entity therein named, pursuant to authority, and acknowledged to me the execution hereof.

WITNESS my hand and official seal	Notary Seal (Do not place seal over any portion of text or signature)
Notary Signature	
_____ Notary name: _____	

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This document is accepted pursuant to authority and approved for recording.

City of Lake Oswego, Oregon

Scott Lazenby, City Manager

State of Oregon)
County of Clackamas)

On this _____ day of _____, _____, before me the undersigned Notary Public,
personally appeared Scott Lazenby,

- personally known to me
- proved to me on the basis of satisfactory evidence

To be the person who executed the within instrument

- as City Manager of the City of Lake Oswego or on behalf of the entity therein named, pursuant to authority,

and acknowledged to me the execution hereof.

WITNESS my hand and official seal Notary Signature	Notary Seal (Do not place seal over any portion of text or signature)
_____ Notary name: _____	

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EXHIBIT 'A'

City of Lake Oswego
Water Pipeline Easement
Lake Oswego Work Order Number 120
OBEC Project No. 625003 Meldrum Bar Park

April 10, 2013

Permanent Waterline Easement

A parcel of land in the South One-Half of Section 19, Township 2 South, Range 2 East of the Willamette Meridian, City of Gladstone, Clackamas County, Oregon, being a portion of that tract of land conveyed to the City of Gladstone, by deeds recorded as Document No. 92-30263, 85-01807, 85-01808 and 88-23646, Clackamas County Deed Records, being more particularly described as follows:

Commencing at the northwest corner of Lot 8, "Riverdale," Clackamas County Plat Records;

Thence, along the southerly line of that property described in Document No. 88-23646, South 66°04'36" West, 518.64 feet to the True Point of Beginning;

Thence, leaving said southerly line, South 82°55'00" East, 6.25 feet;

Thence South 26°40'00" East, 52.98 feet;

Thence South 62°26'45" East, 95.84 feet;

Thence South 20°49'21" East, 309.52 feet;

Thence South 48°25'34" East, 128.48 feet;

Thence South 29°56'31" East, 78.28 feet;

Thence South 74°56'31" East, 21.26 feet;

Thence South 32°24'09" East, 177.57 feet;

Thence South 73°04'37" East, 36.35 feet to the northerly line of that 27 foot strip of land described in Document No. 89-20826, Clackamas County Deed Records;

Thence, along said northerly line, North 58°02'06" East, 1006.46 feet to the westerly right of way line of River Road;

Thence, along said westerly right of way line, South 32°08'55" East, 27.00 feet;

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Thence, leaving said westerly right of way line, South 58°02'06" West, 1016.16 feet along the southerly line of that 27 foot strip of land described in Document No. 89-20826;

Thence, leaving said southerly line, North 73°04'37" West, 59.63 feet;

Thence North 32°24'09" West, 177.10 feet;

Thence North 74°56'31" West, 21.88 feet;

Thence North 29°56'31" West, 84.57 feet;

Thence North 48°25'34" West, 130.55 feet;

Thence North 20°49'21" West, 306.16 feet;

Thence North 62°26'45" West, 94.41 feet;

Thence North 26°40'00" West, 47.69 feet;

Thence North 82°55'00" West, 97.57 feet;

Thence South 66°46'09" West, 359.59 feet;

Thence South 82°21'32" West, 181.16 feet;

Thence North 86°35'59" West, 277.49 feet;

Thence South 76°25'03" West, 150.57 feet;

Thence South 33°35'13" West, 50.92 feet;

Thence South 68°38'41" West, 658.69 feet;

Thence North 43°07'28" West, 219.00 feet;

Thence North 59°16'44" East, 2.56 feet;

Thence North 43°07'28" West, 957.23 feet, more or less to elevation 5.5 feet as provided by the Division of State Lands as the ordinary low water line of the Willamette River;

Thence, along said ordinary low water line as follows, North 27°18'08" West, 40.23 feet;

Thence North 18°48'57" West, 29.21 feet;

Thence North 40°34'49" East, 2.02 feet;
Thence, leaving said ordinary low water line, South 43°07'28" East, 1028.27 feet;
Thence South 59°16'44" West, 2.56 feet;
Thence South 43°07'28" East, 196.56 feet;
Thence North 68°38'41" East, 633.86 feet;
Thence North 33°35'13" East, 52.83 feet;
Thence North 76°25'03" East, 164.10 feet;
Thence South 86°35'59" East, 278.80 feet;
Thence North 82°21'32" East, 175.33 feet;
Thence North 66°46'09" East, 362.94 feet;
Thence South 82°55'00" East, 111.46 feet to the True Point of Beginning.
Containing 124,767 square feet, more or less.
Elevations based on NGVD29 vertical datum.
Bearings based on Oregon State Plane Coordinate System, North Zone 3601.

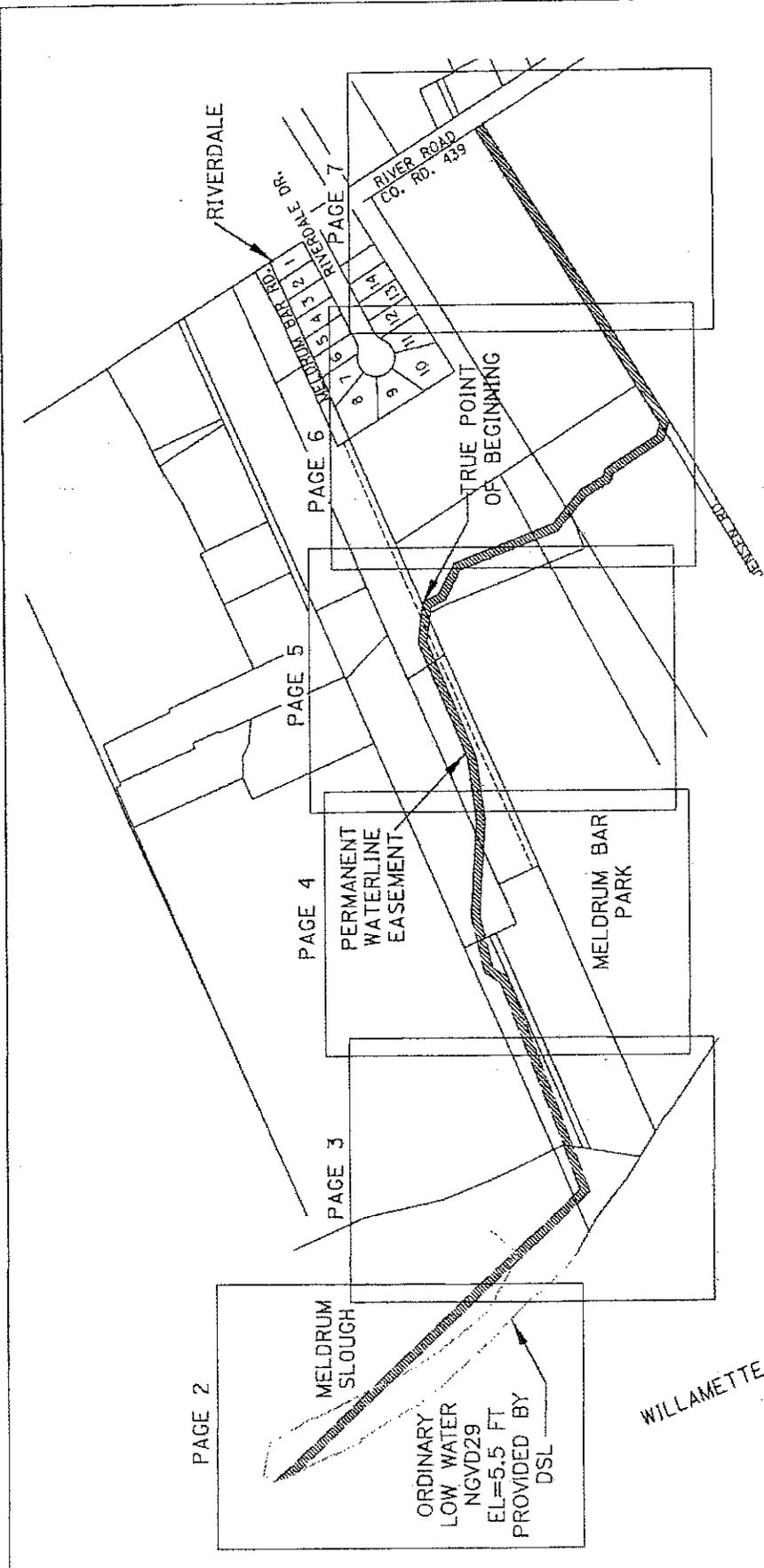
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Bret N. Elithorp

OREGON
JAN. 14, 2003
BRET N. ELITHORP
#63148

RENEWS: DEC. 31, 2013
SIGNED: *7/10/13*

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INDEX
NOT TO SCALE

REGISTERED
PROFESSIONAL
LAND SURVEYOR

B. N. Elithorp

OREGON
JAN. 14, 2003
BRET N. ELITHORP
#63148

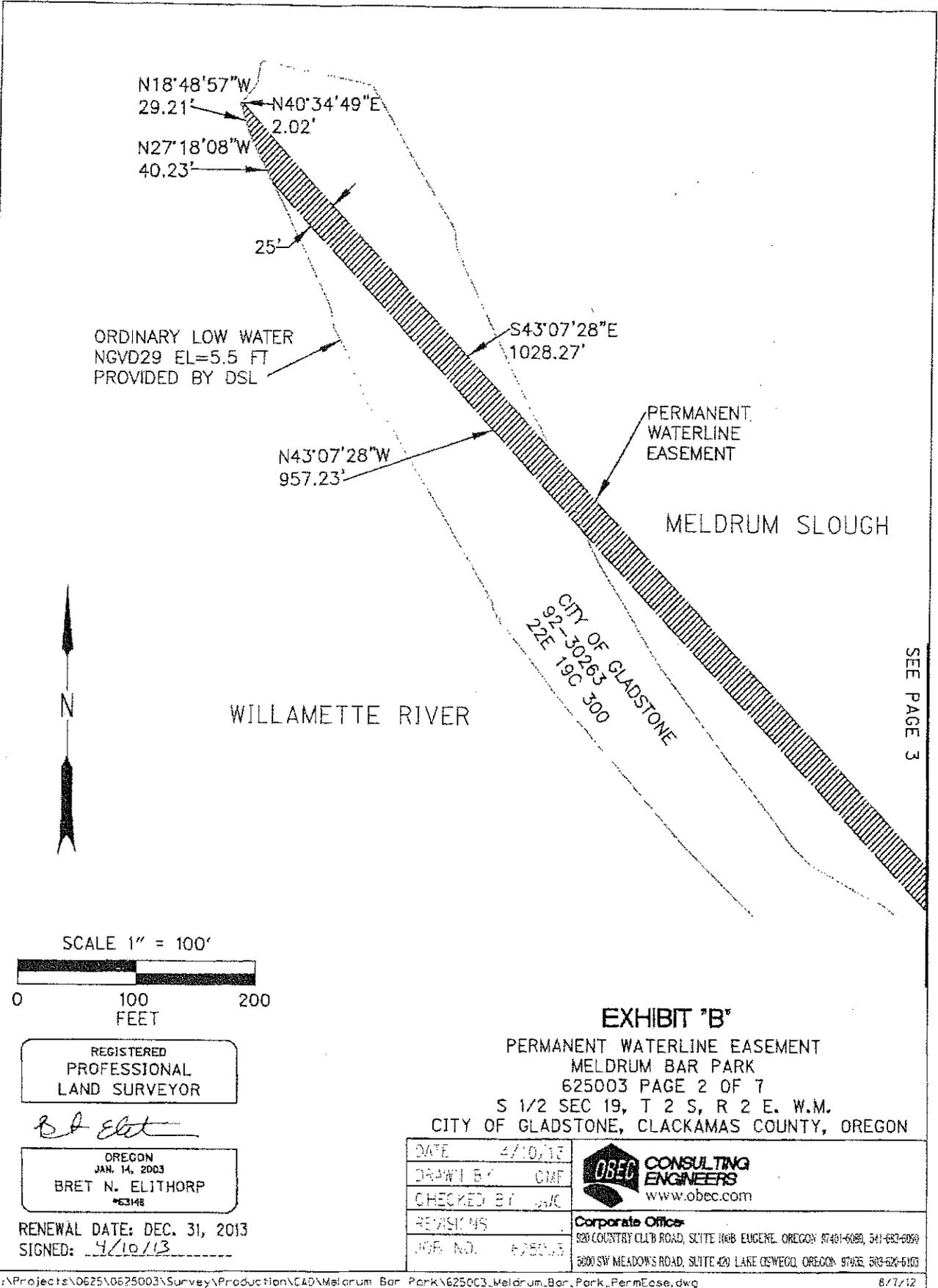
RENEWAL DATE: DEC. 31, 2013
SIGNED: 4/18/13

EXHIBIT 'B'
PERMANENT WATERLINE EASEMENT
MELDRUM BAR PARK INDEX
625003 PAGE 1 OF 7
S 1/2 SEC 19, T 2 S, R 2 E. W.M.
CITY OF GLADSTONE, CLACKAMAS COUNTY, OREGON

DATE	5/17/13
DESIGNED BY	DEF
CHECKED BY	BA
PROJECT	625003
DATE PLOTTED	4/9/13

OBEC CONSULTING ENGINEERS
www.obec.com

Corporate Office
920 COUNTRY CLUB ROAD, SUITE 100B EUGENE, OREGON 97401-4000 541-682-6000
500 SW MEADOWS ROAD, SUITE 420 LAKE OSWEGO, OREGON 97005 503-628-6103



REGISTERED
PROFESSIONAL
LAND SURVEYOR

B. N. Elithorp

OREGON
JAN. 14, 2003
BRET N. ELITHORP
#63148

RENEWAL DATE: DEC. 31, 2013
SIGNED: 4/10/13

EXHIBIT 'B'
 PERMANENT WATERLINE EASEMENT
 MELDRUM BAR PARK
 625003 PAGE 2 OF 7
 S 1/2 SEC 19, T 2 S, R 2 E. W.M.
 CITY OF GLADSTONE, CLACKAMAS COUNTY, OREGON

DATE	4/10/13	
DRAWN BY	CMF	
CHECKED BY	JK	www.obec.com
REVISIONS		Corporate Office:
NSF NO.	625003	828 COUNTRY CLUB ROAD, SUITE 100B EUGENE, OREGON 97401-6080, 541-682-6059
		5800 SW MEADOWS ROAD, SUITE 420 LAKE OSWEGO, OREGON 97036, 503-626-6163

SEE PAGE 2

SEE PAGE 4

ORDINARY LOW WATER
NGVD29 EL=5.5 FT
PROVIDED BY DSL

CITY OF
GLADSTONE
79-05375
22E19C 600

CITY OF GLADSTONE
92-30263
22E19C 300

PERMANENT
WATERLINE
EASEMENT

N59°16'44"E
2.56'

S59°16'44"W
2.56'

S43°07'28"E 196.56'
N43°07'28"W 219.00'

N68°38'41"E 633.86'
S68°38'41"W 658.69'

CITY OF GLADSTONE
92-30263
22E19C 400

ORDINARY LOW WATER
NGVD29 EL=5.5 FT
PROVIDED BY DSL

CITY OF GLADSTONE
92-30263
22E19C 390

MELDRUM BAR
PARK

WILLAMETTE
RIVER

SCALE 1" = 100'



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Bret N. Elithorp

OREGON
JAN. 14, 2003
BRET N. ELITHORP
#63148

RENEWAL DATE: DEC. 31, 2013
SIGNED: 4/18/13

EXHIBIT "B"

PERMANENT WATERLINE EASEMENT
MELDRUM BAR PARK
625003 PAGE 3 OF 7

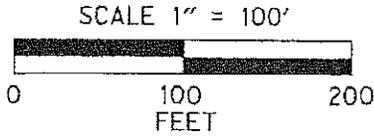
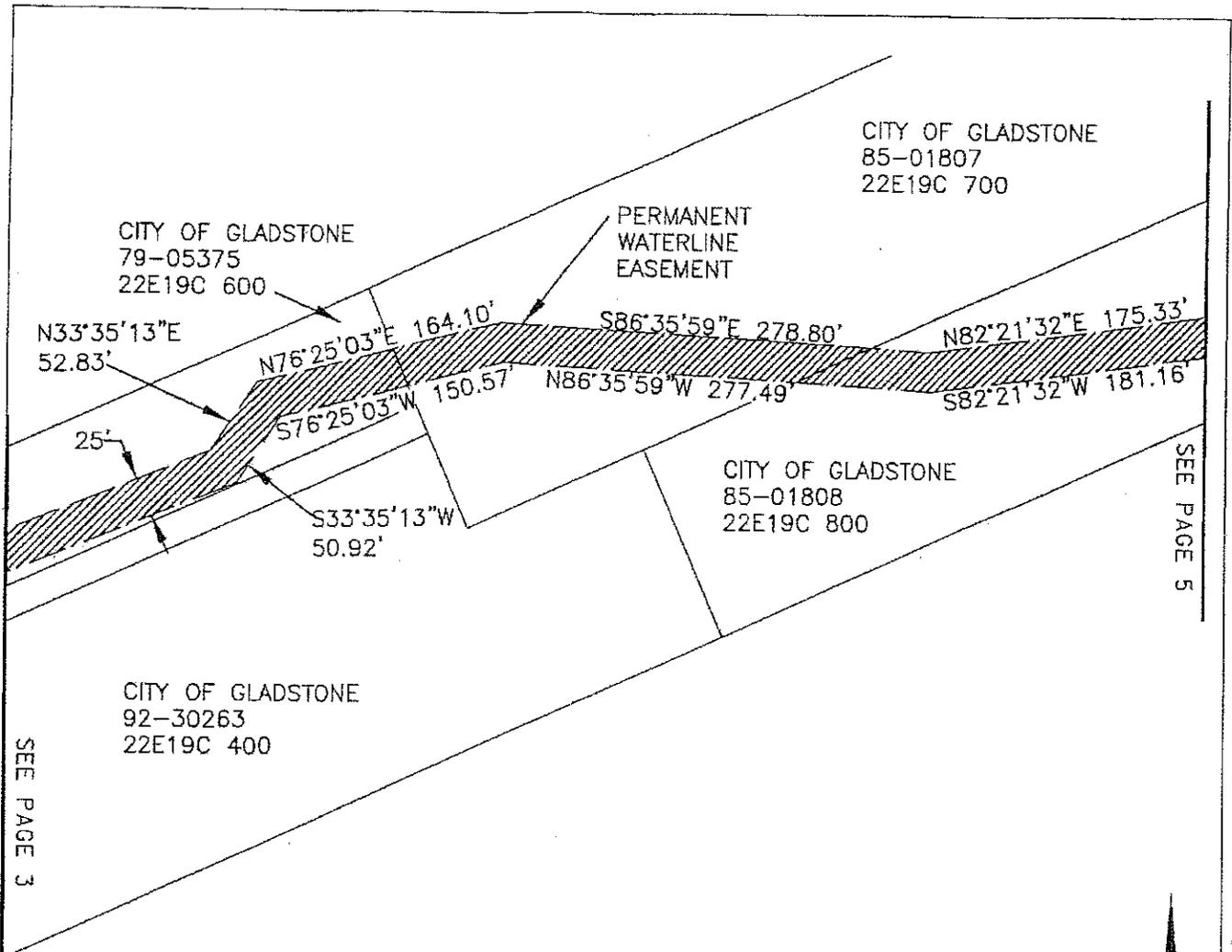
S 1/2 SEC 19, T 2 S, R 2 E. W.M.
CITY OF GLADSTONE, CLACKAMAS COUNTY, OREGON

DATE	2/10/13
DRAWN BY	CJM
CHECKED BY	JWC
REVISIONS	
JOB NO.	625003



Corporate Office:
920 COUNTRY CLUB ROAD, SUITE 100B EUGENE, OREGON 97401-6000, 541-683-6000
5900 SW MEADOWS ROAD, SUITE 420 LAKE OSWEGO, OREGON 97035, 503-630-6103

13-10



REGISTERED
PROFESSIONAL
LAND SURVEYOR

B. N. Elithorp

OREGON
JAN. 14, 2003
BRET N. ELITHORP
#63148

RENEWAL DATE: DEC. 31, 2013
SIGNED: 4/10/13

EXHIBIT "B"

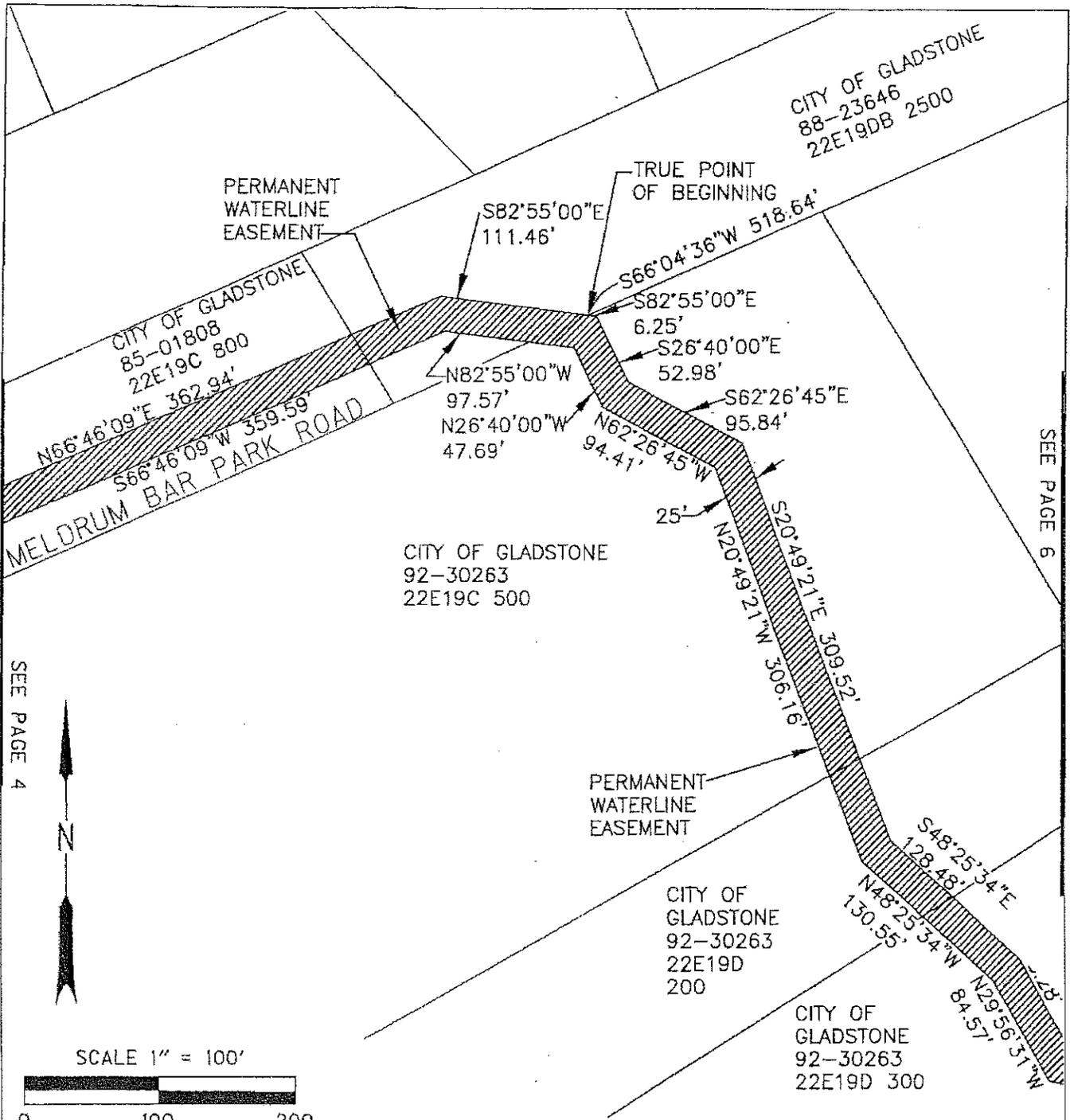
PERMANENT WATERLINE EASEMENT
MELDRUM BAR PARK
625003 PAGE 4 OF 7
S 1/2 SEC 19, T 2 S, R 2 E. W.M.
CITY OF GLADSTONE, CLACKAMAS COUNTY, OREGON

DATE	4/10/13
DRAWN BY	CWF
CHECKED BY	JWC
REVISIONS	
JOB NO.	625003



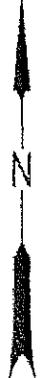
Corporate Office:
920 COUNTRY CLUB ROAD, SUITE 100B EUGENE, OREGON 97401-6050, 541-633-6990
5000 SW MEADOWS ROAD, SUITE 420 LAKE OSWEGO, OREGON 97035, 503-620-6103

13-11

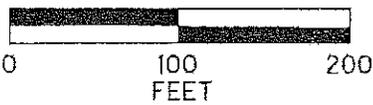


SEE PAGE 4

SEE PAGE 6



SCALE 1" = 100'



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PROFESSIONAL
LAND SURVEYOR

B. A. Elithorp

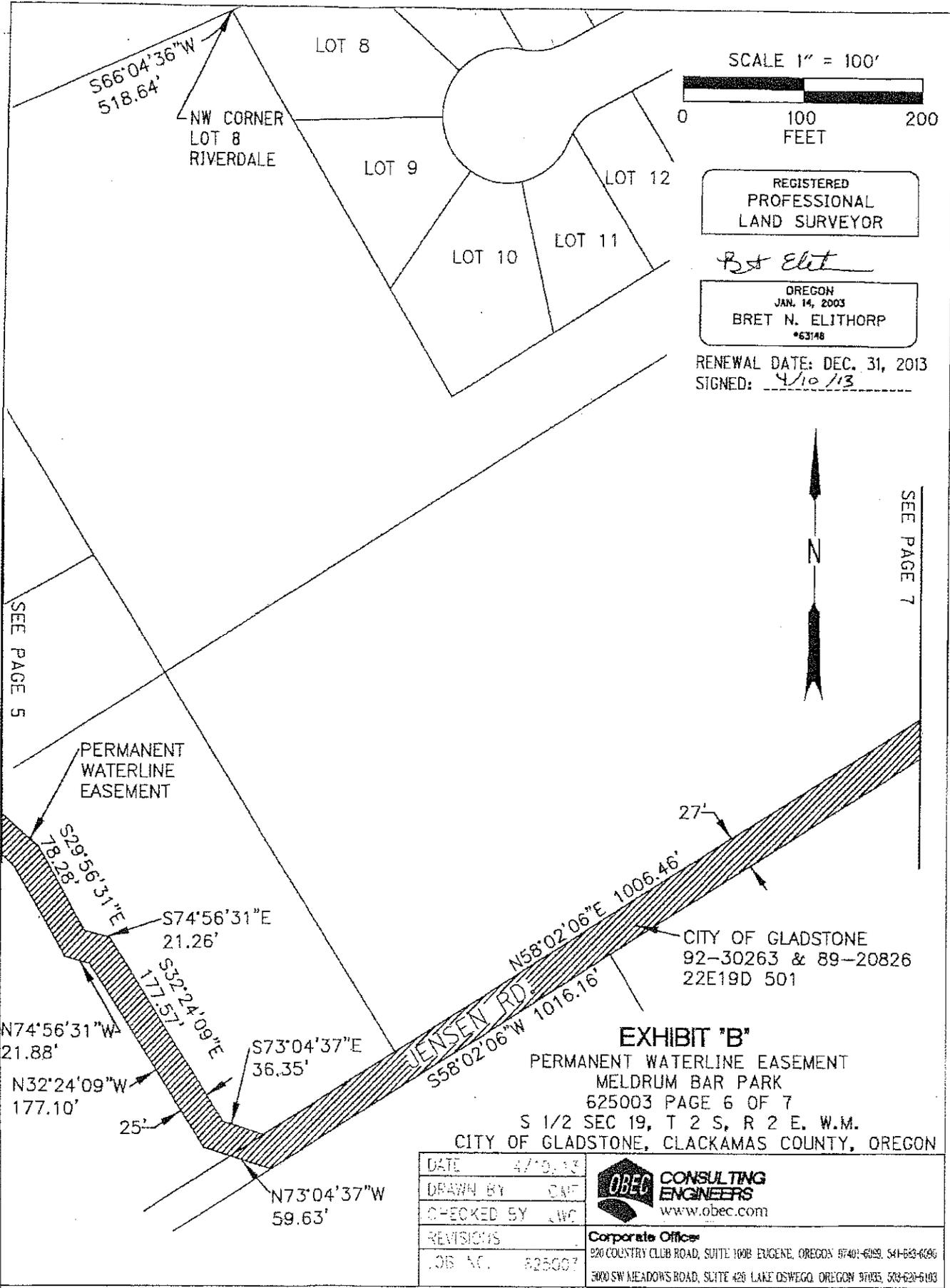
OREGON
JAN. 14, 2003
BRET N. ELITHORP
#63148

RENEWAL DATE: DEC. 31, 2013
SIGNED: 4/10/13

EXHIBIT 'B'
PERMANENT WATERLINE EASEMENT
MELDRUM BAR PARK
625003 PAGE 5 OF 7
S 1/2 SEC 19, T 2 S; R 2 E. W.M.
CITY OF GLADSTONE, CLACKAMAS COUNTY, OREGON

DATE	4/10/13	
DRAWN BY	CMF	
CHECKED BY	JWC	www.obec.com
REVISIONS		Corporate Office:
LOG NO.	625003	920 COUNTRY CLUB ROAD, SUITE 100B EUGENE, OREGON 97401-6881, 541-653-0890
		5300 SW MEADOWS ROAD, SUITE 420 LAKE OSWEGO, OREGON 97035, 503-620-6103

13-12

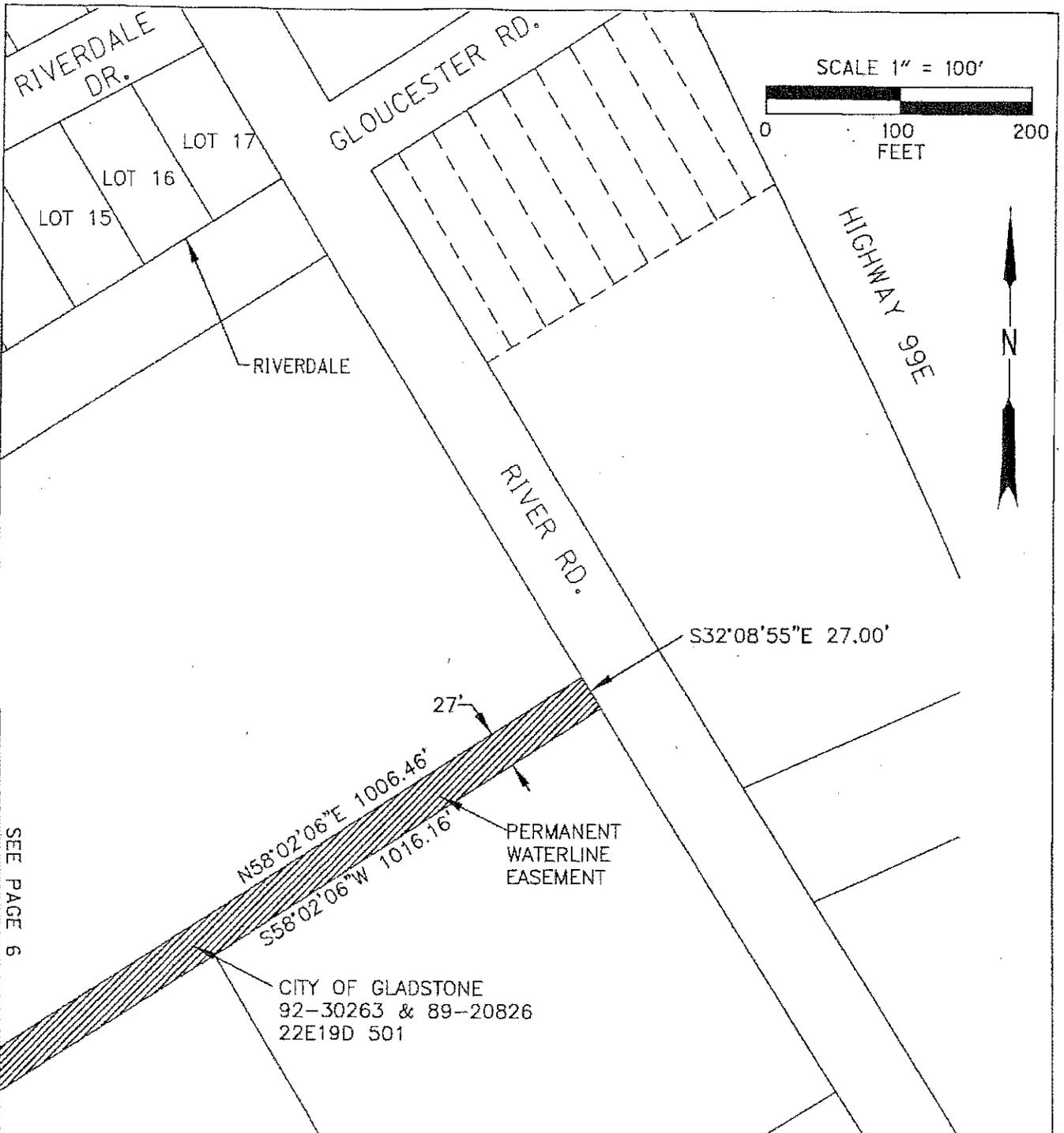


DATE	4/10/13
DRAWN BY	DMF
CHECKED BY	JWC
REVISIONS	
JOB NO.	625003

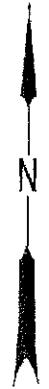


Corporate Office:
820 COUNTRY CLUB ROAD, SUITE 100B, EUGENE, OREGON 97401-6099, 541-683-6096
5000 SW MEADOWS ROAD, SUITE 426, LAKE OSWEGO, OREGON 97035, 503-629-5103

13-13



SCALE 1" = 100'



SEE PAGE 6

EXHIBIT "B"

PERMANENT WATERLINE EASEMENT
 MELDRUM BAR PARK
 625003 PAGE 7 OF 7
 S 1/2 SEC 19, T 2 S, R 2 E, W.M.
 CITY OF GLADSTONE, CLACKAMAS COUNTY, OREGON

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

B. N. Elithorp

OREGON
 JAN. 14, 2003
 BRET N. ELITHORP
 *63148

RENEWAL DATE: DEC. 31, 2013
 SIGNED: *5/10/13*

DATE	4/10/13
DRAWN BY	CMF
CHECKED BY	JWC
REVISIONS	
JOB NO.	625003



Corporate Office:
 920 COUNTRY CLUB ROAD, SUITE 100B EUGENE, OREGON 97401-6009, 541-683-6006
 5300 SW MEADOWS ROAD, SUITE 420 LAKE OSWEGO, OREGON 97035, 503-626-6103

13-14

City of **GLADSTONE**



TO: Mayor Byers and City Councilors
FROM: Jolene Morishita
Assistant City Administrator
DATE: October 1, 2013
RE: Planning Commission Absence

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

2.28.040(2) of the Gladstone Municipal Code states that, " A member who is absent from two consecutive meetings without an excuse approved by the Planning Commission is rebuttably presumed to be in nonperformance of duty and the City Council shall declare the position vacant unless extenuating circumstances are determined at the hearing."

Mr. Sean McDonnell has missed two consecutive meetings, simply forgetting to attend. Mr. McDonnell has been contacted and reminded that if he wishes to stay on the Planning Commission, he must attend the City Council October 8 meeting or provide a memo to the City Council expressing a desire to remain on the Commission.

October 2, 2013

City Council

This letter is first to apologize for missing the last 2 meetings with the Planning Commission and to request continuing on with the group. I am always notified of the next scheduled meeting through email. This is where I have had a slight problem. I am receiving so many emails. In fact, it feels like I have been getting deluged with everything and anything in my email box.

For my part, I will try to significantly reduce the amount of traffic I receive in my email so that issues of a higher priority will be clearly seen. I am still interested in being part of the Planning Commission and hope to be able to continue being a part of it. I understand that rules are rules and I will accept the decision of the council. Furthermore, despite my email issue, I understand that I am fully responsible for my attendance. Thank you for your time and consideration with my appeal.

Sincerely

Sean McDonnell



