

**GLADSTONE CITY COUNCIL
REGULAR MEETING
CITY HALL COUNCIL CHAMBERS
November 12, 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.

**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 October 8, 2013 Minutes
2. Approval of Personal Services Contract for Municipal Court Judge, Linda Beloof
3. Approval of Resolution No. 1032, re: City Council Guidebook
4. Payment of October Claims

CORRESPONDENCE

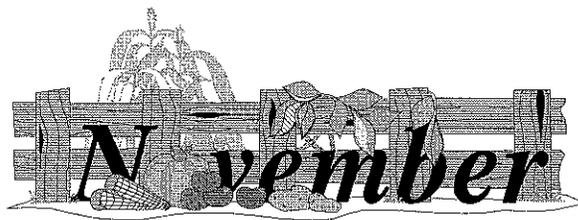
5. Email from Rose Johnson, re: Damascus Legal Bills

REGULAR AGENDA

6. Approval of Rinearson Natural Area Restoration Project agreement
7. Memo from City Attorney, State & Local Regulation of Exotic Animals
8. Approval of Volunteer Handbook
9. Draft Master Fee Schedule

BUSINESS FROM THE COUNCIL

ADJOURN



CONSENT AGENDA

GLADSTONE CITY COUNCIL MEETING MINUTES – October 8, 2013

ROLL CALL

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

ABSENT: None

STAFF

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

Mayor Byers led the flag salute.

BUSINESS FROM THE AUDIENCE

Steve Johnson, 1420 Manor Drive explained that he attended a Happy Valley City Council worksession where the main topic was annexation. They are moving forward to annex all unincorporated areas east of I-205. He read a sentence from a report from their consulting group that was part of the packet, "While a number of communication attempts were made to involve the City of Gladstone at that time, the Gladstone staff chose not to participate; however, in the interim period the Gladstone mayor and City Council has expressed interest in expanding Gladstone UGMA in geographic region." He submitted a copy of the report to staff.

Nancy Eichstadt, 665 Barbary Place is president of the Library Foundation. She shared results of a poll on their website about the new library. During the week of September 22 through 28, a survey of registered voters in Gladstone was conducted by a Portland polling firm. The survey revealed the top priority for Gladstone City improvements should be road infrastructure at 34%; second place, library/new library at 25%. When asked about a measure similar to the one on last November's ballot 61% were in favor of a new library, 36% against and 3% undecided. Of those who opposed the library believed it was too expensive and 21% thought taxes would increase. Support went down to 52% for a project on the Oatfield/Webster property that included another service such as city hall. A library project alone has a better chance of passing in a future vote. They believe voters were given the wrong information last year. A new library will not only pay for itself and generate revenue; it will save citizens even more. She urged the City to continue to pursue a new library on the Oatfield/Webster Road property. Voters will support a new library once they have clear and accurate information.

Tammy Stempel, 6960 Winfield Court stated she is here speaking for the Clackamas Transportation Advisory Committee, Development Liaison Committee and the Economic Development Commission. The Regional Development Plan projects out all of the transportation projects for our region for the next 20 years. In order to get regional funding projects need to be on this plan. Jurisdictions are now getting the opportunity to add projects. Gladstone has nothing on this proposed regional transportation plan and she feels the City needs to seriously consider putting sidewalk improvements, Portland Avenue redevelopment, etc. to get funding from sources other than Gladstone's tax base. The deadline is April to get projects on this list.

CONSENT AGENDA

Item(s) Removed from the agenda:

1. Approval of September 10, 2013 Minutes
2. Approval of Liquor License Application – Kristina D. Ragland, 470 E. Arlington

Councilor Martinez moved and Councilor Jaren seconded a motion to approve Consent Agenda items:

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*

Motion carried unanimously.

1. Approval of September 10, 2013 Minutes. Requested changes were made to the minutes of September 10, 2013.

Councilor Martinez moved and Councilor Busch seconded a motion to approve the minutes of September 10, 2013 as revised.

Motion carried unanimously.

2. Approval of Liquor License Application – Kristina D. Ragland, 470 E. Arlington. Councilor Nelson questioned the traffic flow to the business will affect the surrounding neighbors; however the applicant is not here tonight. City Administrator Boyce noted that the paperwork has been submitted and the information on the surrounding neighbors is included. His understanding of the business plan is that the applicant is going to distribute wine to establishments that have license to sell. There will be no individual customers coming to the location.

Councilor Nelson moved and Councilor Mersereau seconded a motion to approve the Liquor License Application for Kristina D. Ragland, 470 E. Arlington.

Motion carried unanimously.

CORRESPONDENCE -- Mayor Byers acknowledge a letter from Save Gladstone to Clackamas County.

REGULAR AGENDA

10. Presentation – Willamette Falls Legacy Project (Blue Heron Site). Mr. Tony Konkol, Community Development Director of Oregon City is here tonight to update the Council on their project. Since the closing of the Blue Heron Paper Company in February 2011 Oregon City has been working with many partners to determine what can be done with the site. He submitted four values that Oregon City and partners have been working under for over a year.

He showed a video of what they are looking at for Willamette Falls and why they feel it could be such a special place and opportunity.

When they look at the opportunities on this property they see it is much larger than Oregon City. There is over a half mile of Willamette River waterfront, there is potential access to the falls itself with the cooperation of Portland General Electric, and this resource has state and potentially national significance. They would like to take this site that has been closed off from public access for almost 100 years and reinvent it to fit in with the existing downtown. Willamette Falls is the second largest waterfall in North America. This could be a major economic driver for the region to redevelop the property.

For the last couple of months they have been engaging community members throughout the region asking for input on the project plans. The framework plan will identify general uses on the site, entitlements, larger infrastructure, transportation, and larger issues needed to take this property that has been general industrial for 150 years and turn it into something else. The Strategy document identifies funding sources to serve as a guide as to what projects can be done right away. There is a website, Rediscoverthefalls.com, to provide opportunity for public input.

Questions from the Councilors

Question: Councilor Mersereau asked what vision he sees of how Gladstone can help this project. Answer: Mr. Konkol stated the City can benefit from participating, providing input on what the citizens would like to see put on the site, and possibly public access from the bridge that connect the two cities from Gladstone across the bridge, around the cove through Clackamette Park along 99E out to the falls. There are also economic benefits in terms of jobs that could benefit the citizens of Gladstone. They may be asking for letters of support needed for different grants and funding.

Question: Councilor Martinez asked what ideas are being looked at in terms of economic development. Answer: Mr. Konkol said they have had resounding support for public access, parks and open space (87-89%). They see economic development as ways to provide wage jobs, mixed use with a residential component with office and retail, no big box, and that it fits in with Oregon City's downtown, not separate.

Mayor Byers asked staff to include information on this project in the next newsletter with contact information for residents.

11. Lake Oswego/Tigard Waterline Project Agreement. City Administrator Boyce submitted an agreement to the Council documenting the responsibilities of all parties during construction and ensure City of Gladstone infrastructure is safeguarded. Public Works Department has outlined 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.

Joel Komarek, Lake Oswego has been working out details of the cooperative agreement for the waterline roadway and waterline improvements with Gladstone staff. This is an opportunity for both cities to get their projects constructed and at the same time facilitate improvements to Gladstone's infrastructure, waterways and roadways. They have made a commitment to the

community that they will provide designs and construction management services for the replacement and upgrade of existing waterlines and roadways that are impacted by their construction project.

Questions from the Council

- The alignment was moved west through the park, because of Native American artifacts on the bluff from flooding and prior construction of the field, etc. Is that an issue on the lower level? Answer: Mr. Komarek stated that is what their recognizance tells them it is not an issue.
- Will there be construction (vehicles, equipment) on the north side of Meldrum Bar Park Road. Answer: Mr. Komarek said no. The plan is after they leave the ball field and go through the park they cross over Meldrum Bar Park Road and proceed westerly with the pipeline on the north side of Meldrum Bar Park Road until they get west of Dahl Road and then jog back and get into Meldrum Bar Park Road and continue to head west to the shoreline.
- Will there be improvements north of the road in the section of the park between the road and the trees. Answer: Mr. Komarek stated one of the improvements they are making for Gladstone is to extend the waterline westerly on Meldrum Bar Park Road for 700+ feet.
- How far is Lake Oswego's pipe from Gladstone's pipe? Answer: Mr. Komarek said Lake Oswego's pipe is 20 feet north of the new water line. Their pipeline would be within their easement area and Gladstone's pipeline is parallel within the roadway.
- Article 7 talks about a contractor's warranty; what is that? Answer: Mr. Komarek noted in the industry most public contracts require a one-year warranty against construction defects, but they are requiring two years on all of their projects under this program.
- Are you going to be in the park from November 2014 to February 2015? Answer: Mr. Komarek said yes; they do not want to be in the park in the spring, fall or summer when it is in use. The work that would occur in the roadway for the pipeline project is limited to night work only so as to not impede access to the boat ramp and shoreline.
- What about noise to the residential neighbors? Answer: City Administrator Boyce noted part of the problem with the neighbors hearing the model airplanes were that they were flown over the top of the mobile homes. The airplane owners have adjusted so they are not over the homes. Mr. Komarek stated they are a couple thousand feet from the mobile home park.
- Is it Gladstone's responsibility to notify residents when there is interruption of water service? Answer: Mr. Komarek stated that provision only pertains to the work that is done on the Gladstone water lines. Their contractor will build Gladstone's water lines and there will be a period of time in that construction when they have to transfer water services over to the new line from the old line, abandon the old line, and make connections of the new line to the existing system. That will require a temporary limited duration shutdown of Gladstone's water system to make those connections. They will give Public Works sufficient notice when they will need the shutdown to occur so he can notify customers.

- Will there be disruption of water service on Exeter? Answer: Mr. Komarek stated they don't expect disruption there; however, once in a while there is a water service that didn't get located properly and those repairs are made quickly.
- What is your definition of temporary in terms of water being shut off? Answer: Mr. Komarek stated typically for making connections of a new pipe to an existing pipe they require that the contractor have everything set up and ready to go before he shuts off the public water service to make that connection. Generally with these small diameter pipe lines these connections can be made in 3-4 hours and get water service restored. No interruption should go more than 8 hours.
- Will there be a time when the fishermen cannot get to the dock, ramp and bank? Answer: Mr. Komarek stated they will not impede access to the boat ramp, dock or gravel bar. They are seeking a grant for a temporary easement for that portion of the shoreline that is south of the Meldrum Bar Park Road for staging equipment and pipe for the directional drill under the River.
- Will Lake Oswego take care of labor and materials for the line that will be put in for Gladstone? Answer: Mr. Komarek stated the construction of the water lines for Gladstone as laid out in the agreement will have Gladstone pay for the pipe and the cost to install that pipe in the ground, the backfill, and the pavement restoration. The partnership would pick up all the other costs (design, construction inspection, bidding services, etc.).

Councilor Nelson moved and Councilor Martinez seconded a motion to approve the Lake Oswego/Tigard Waterline Project Agreement as presented.

Motion carried unanimously.

12. Lake Oswego Temporary Construction Easement. City Administrator Boyce reported the City of Lake Oswego is asking for a Temporary Construction and Permanent Waterline Easements. An appraisal was completed and the value of the Temporary Construction Easement has been put at \$52,725. A copy of the Agreement has been submitted. Staff is requesting the Council to authorize the Temporary Construction Easement. Cynthia Fraser, Attorney with Garvey, Schubert, and Barer stated she worked with Gladstone's City Attorney Heather on both easements and she was involved in the appraisal.

Questions from the Council

- Is the checkered area on Exhibit B the easement that would parallel field 5 and the parking lot? Answer: It's where the parking lot narrows down and comes back onto Meldrum Bar Road. The easement will be part of the parking lot not all of it. Mr. Komarek stated full access to the parking lot east of the ball field would be part of the temporary construction easement.
- Why can't the easement be extended east instead of taking over the whole parking lot? Answer: Mr. Komarek explained their pipeline goes through there so it will be an active construction area. The entrance to the parking lot will also be obstructed. In terms of public safety concerns they would like to keep people out of there while they are in the area. There will only be a period of 2-3 weeks when they are in this area and then they are heading west.

- Is there a fence around the entire area? Answer: Mr. Komarek stated they would put a fence around the whole area because at the end of the day the contractor would store excavators and other equipment there.
- Is it possible to fence off three-quarters of the area to allow access? Answer: Mr. Komarek stated they could try and accommodate both uses; however, again it would be an active construction zone as the excavation occurs. He would not like to have people parking there, it would not be safe.
- How did that easement amount come about? Answer: Ms. Fraser stated they hired an appraiser who complied with the uniform standards of appraisal practice which is required to do an appraisal for this project in the state. To come up with the amount the appraiser analyzed other properties, determined the value of the property, and because this is a temporary acquisition provided a percentage of the rental value fee.
- What about the fee for the permanent easement? Answer: Ms. Fraser stated the full percentage fee value is used; it is not a rental. They will pay more for a permanent issue.

Councilor Nelson moved and Councilor Jaren seconded a motion to approve the Temporary Construction Easement as presented.

Two councilors expressed concern that the City is not getting enough money for the easements. It was suggested that the City hire an economist to review the submitted material and indicate back to staff whether they feel the value of the easements have been properly done. Councilor Mersereau noted when the appraisal was done economic times were not good; appraisals of everything was down.

Poll: Jaren, Yes; Mersereau, No; Martinez, Yes; Nelson, Yes; Busch, Yes; Reisner, No; and Mayor Byers, Yes.

Motion Carried 5-2.

13. Lake Oswego Permanent Waterline Easement. City Administrator Boyce reported this is a request for a permanent waterline easement for the Lake Oswego waterline project.

Councilor Jaren moved and Councilor Nelson seconded a motion to approve Lake Oswego's request for a permanent waterline easement for their waterline project.

Poll: Jaren, Yes; Mersereau, No; Martinez, Yes; Nelson, Yes; Reisner, No; and Mayor Byers, Yes.

Motion Carried 4-2 with one abstention; Councilor Busch did not vote on this issue.

Recess was taken at 8:32 p.m. and the meeting reconvened at 8:42 p.m.

14. Discussion of Planning Commission Membership. City Administrator Boyce reported 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." A letter was received Sean McDonnell indicating that he would like to continue and apologizing for missing the last two meetings. Staff is asking for guidance as to remove Mr. McDonnell or allow him to remain on the Planning Commission. Staff's recommendation is to have Mr. McDonnell removed.

Councilor Nelson moved and Council Busch seconded a motion to remove Sean McDonnell from his position on the Planning Commission because he has missed two consecutive meetings.

Mr. McDonnell was aware of the meeting tonight and opted to send an email which was included in the packet. Since he was not in attendance at this meeting no hearing was held.

Motion carried unanimously.

Tammy Stempel, Chair of the Planning Commission asked the Council to advertise this position for a full month. City Administrator reported it will be advertised for a month in a newspaper and city newsletter.

15. Update – Library Letter from Clackamas County. City Administrator Boyce reported there is clarity needed about the June 2014 deadline as referred to in the letter from Clackamas County. Staff initially understood if the City is making significant strides towards a new facility that could serve both the Gladstone service area and the Oak Lodge service area, it would be enough to extend the consideration for obtaining the \$1.5 million. Now they are hearing information from the County Board that maybe by the June 2014 deadline the City will need to have a voter approved project.

Staff is recommending Council to allow staff to draft a letter for the Mayor's signature asking for clarification with a recommendation in that letter of submitting a project by November of 2014.

It was the consensus of the Council that staff drafts the letter, distribute a copy to council members for their input, and proceed with the Mayor's signature and sending the letter after responses have been received.

City Administrator Boyce asked Council on direction how to move forward with the project. He asked Council's guidance on his plan for staff to determine and report back to Council:

- What size the library might work for this project
- What size site is needed
- Putting together an estimated operating budget for the new facility
- Putting together a finance plan around what it may take to do that and presenting that to City Council in the near future
- Having Council putting a Citizen's Committee together
- Approaching THA, architect on the project to see is there any portion of the design the City has already paid for can be salvaged
- Requesting Clackamas County to determine if there is any additional capital they can contribute towards the project

It was suggested that a worksession be planned. If the worksession is to discuss how to move forward with the project, it should be soon. If the worksession is to discuss what staff produces as an idea of what can be built to meet the needs of the Gladstone service area and Oak Lodge service a couple of months is needed to for staff to prepare.

City Administrator Boyce will email council members as to a date that will work for a worksession.

BUSINESS FROM THE COUNCIL

- Councilor Jaren reported the North Clackamas Water Commission has had extensive pinning required on the membranes due to failure of the fibers. The same company that provided the membranes offered to replace one of the bays which are also having problems. There are other cities that have had problems with this company's membranes and have gone through settlement negotiations. The Commission has spent time over the last several years to get it resolved so the membranes are meeting their guaranteed performance under the contract. It has come to the point where there has not been a satisfactory resolution. The Commission has decided to go into litigation looking for 2-3 million dollars. It is not a matter of running out of water or running out of the capability of treating water, but they need to get some satisfaction under the contract. There are three other providers that could provide replacement units for the bays that do not have the problems this company has had. Council asked that Oak Lodge prepare an informational report on the situation.
- Councilor Martinez reported she attended the County Library Committee meeting. The group did agree that individual library policies with regard to checking out materials were to continue.
- At the last wind storm a Cottonwood tree fell at the intersection of Dahl Road and Meldrum Bar Road just missing a truck. Public Works was contacted and the tree was removed shortly after the incident.
- Mayor Byers reported he went on the Water Provider's tour and it was mostly PGE facilities dealing with salmon. It was very interesting tour.
- The Safety Fair was well attended. Demonstrations were given on Life Flight and the Fire Department demonstrated the burning of a car. It was a good event.

ADJOURN

Mayor Byers adjourned the Council Meeting at 9:15 p.m. into Executive Session ORS 192.660(2)(e) to conduct deliberations with persons designated by the governing body to negotiate real property transactions.

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

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

Attest:

Mayor

Assistant City Administrator

**CITY OF GLADSTONE, OREGON
PERSONAL SERVICES CONTRACT**

A CONTRACT ("Contract") between THE CITY OF GLADSTONE, OREGON ("City"), and LINDA G. BELOOF ("Provider") entered into this 12th day of November, 2013.

WHEREAS, the City and Provider believe it in their mutual interest to enter into a written contract setting out their understandings concerning Provider's provision of services as the City's Municipal Judge.

1. Term

The term of this Contract shall be effective from the date provided above and shall remain in full force and effect until December 31, 2015, unless terminated earlier under this Contract.

2. Provider's Service

The scope of Provider's services and time of performance under this Contract are set forth in Exhibit A. All provisions and covenants contained in Exhibit A are hereby incorporated by reference and shall become a part of this Contract as is fully set forth herein. Any conflict between this contract and Provider's proposal (if any) shall be resolved first in favor of this written contract. Provider will, in the rendering of its services to City, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered under this contract and Exhibit "A".

3. Provider Identification

Provider shall furnish to City Provider's employer identification number, as designated by the Internal Revenue Service or Provider's Social Security number.

4. Compensation

City agrees to pay Provider a flat rate of \$3,000 per month for performance of services rendered as described in Exhibit A.

5. Project Managers

City's Project Manager is Jolene Morishita. Provider's Project Manager is Linda G. Beloof. Each party shall give the other written notification of any change in their respective Project Manager.

6. Project Information

No information, news or press releases related to the Provider's services as Municipal Court Judge shall be made to representatives of newspapers, magazines, television and radio stations or any other news medium without the prior authorization of City's Project Manager.

7. Duty to Inform

Provider shall give prompt written notice to City's Project Manager if, at any time during the performance of this contract, Provider becomes aware of actual or potential problems, faults or defects in the project, any nonconformity with the contract, or with any federal, state, or local law, rule or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Provider shall constitute neither Contract with nor acquiescence in Provider's statement or claim and shall not constitute a waiver of any of City's rights.

8. Provider is Independent Contractor

Provider is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this contract. Provider hereby expressly acknowledges and agrees that as an independent contractor, Provider is not entitled to indemnification by the City or the provision of a defense by the City under the terms of ORS 30.285. This acknowledgment by Provider shall not affect his/her independent ability (or the ability of his/her insurer) to assert the monetary limitations found at ORS 30.270, the immunities listed at ORS 30.265, or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS30.300).

9. Overtime

Any person employed on work under this contract, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC§201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week.

10. Indemnity and Insurance

- A. Indemnity: Except for the performance of his/her judicial functions for which the City shall indemnify, defend and hold Provider harmless, Provider acknowledges responsibility for any and all liability arising out of the performance of this contract and shall hold City harmless from, indemnify and defend City for any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Provider's acts, omissions, activities or services in the course of performing this contract.
- B. Workers' Compensation Coverage: Provider is self employed and is responsible for any claims of workers' compensation that may arise from his self-employment in accordance with Oregon law.
- C. Certificates: Provider shall furnish the City certificates evidencing the date, amount, and type of insurance required by this contract. All policies will provide for not less than thirty (30) days written notice to the City before they may be canceled.
- D. Primary Coverage: The coverage provided by insurance required under this contract shall be primary, and any other insurance carried by City shall be excess.

11. Work is Property of City

All work, including but not limited to documents, drawings, papers, computer programs, and photographs, performed or produced by Provider under this contract shall be the property of City.

12. Law of Oregon

The contract shall be governed by the laws of the State of Oregon. Venue shall be in Clackamas County, Oregon.

13. Successors and Assignments

- A. Each party binds itself, and any partner, successor, executor, administrator, or assign to this contract.
- B. Neither City nor Provider shall assign or transfer their interest or obligation hereunder in this contract without the written consent of the others. Provider must seek and obtain City's written consent before subcontracting any part of the work required of Provider under this contract. Any assignment,

transfer, or subcontract attempted in violation of this subparagraph shall be void.

14. Records

- A. Provider shall retain all books, documents, papers, and records that are directly pertinent to this contract for at least three years after City makes final payment on this contract and all other pending matters are closed.
- B. Provider shall allow City, or any of its authorized representatives, to audit, examine, copy, take excerpts from, or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

15. Breach of Contract

- A. Provider shall remedy any breach of this contract within the shortest reasonable time after Provider first has actual notice of the breach or City notifies Provider of the breach, whichever is earlier. If Provider fails to remedy a breach in accordance with this paragraph, City may terminate that part of the contract affected by the breach upon written notice to Provider, may obtain substitute services in a reasonable manner, and may recover from Provider the amount by which the price for those substitute services exceeds the price for the same services under this contract.
- B. If the breach is material and Provider fails to remedy the breach in accordance with this paragraph, City may declare Provider in default and pursue any remedy available for a default.
- C. Pending a decision to terminate all or part of this contract, City unilaterally may order Provider to suspend all or part of the services under this contract. If City terminates all or part of the contract pursuant to this paragraph, Provider shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this contract and later orders Provider to resume those services, Provider shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.
- D. To recover amounts due under this paragraph, City may withhold from any amounts owed by City to Provider, including but not limited to, amounts owed under this or any other contract between Provider and City.

16. Mediation/ Trial without a jury

- A. Should any dispute arise between the parties to this contract it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this contract shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. Any litigation arising under or as a result of this contract shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys fees.
- B. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, or if the parties fail to agree on a mediator within ten (10) days, a mediator shall

be appointed by the presiding judge of the Clackamas County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

17. Termination for Convenience

The City may terminate all or part of this contract at any time for its own convenience by written notice to Provider. Upon termination under this paragraph, Provider shall be entitled to compensation for all services rendered prior to actual notice of the termination or the receipt of the City's written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the contract.

18. Intellectual Property

The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this contract shall vest in the City. Provider shall execute any assignment or other documents necessary to effect this paragraph. Provider may retain a nonexclusive right to use any intellectual property that is subject to this paragraph. Provider shall transfer to the City any data or other tangible property generated by Provider under this contract and necessary for the beneficial use of intellectual property covered by this paragraph.

19. Payment for Labor or Material

Provider shall make payment promptly, as due, to all persons supplying to Provider labor or material for the prosecution of the work provided for in this contract. (ORS 279B.220)

20. Contributions to the Industrial Accident Fund

Provider shall pay all contributions or amounts due the Industrial Accident Fund from Provider incurred in the performance of this contract, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)

21. Income Tax Withholding

Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS279B.220)

22. Payment of Claims by the City

If Provider fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Provider or a subcontractor by any person in connection with this contract as the claim becomes due, the City may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Provider pursuant to this contract. The City's payment of a claim under this Paragraph shall not relieve Provider or Provider's surety, if any, from responsibility for those claims.

23. Hours of Labor

Provider shall pay employees for overtime work performed under the terms of this contract in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938. (29 USC §§ 201 *et. seq.*)

24. Workers' Compensation

Provider is a subject employer that will comply with ORS 656.017. Provider warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Provider shall indemnify City for any liability incurred by City as a result of Provider's breach of the warranty under this Paragraph. (ORS 279B.230)

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25. Medical Care for Employees

Provider shall make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Provider's employee(s), all sums which Provider agrees to pay for such services and all monies and sums which Provider collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230)

26. Conflict of Interest

Except with City's prior written consent, Provider shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise Provider's professional judgment with respect to this contract, including, without limitation, concurrent employment in direct competition with the contract.

27. Modification

Any modification of the provisions of this contract shall be reduced to writing and signed by the parties.

28. No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

29. Integration

This contract contains the entire Contract between the parties and supersedes all prior written or oral discussions or Contracts regarding the same subject.

LINDA G. BELOOF/PROVIDER

CITY OF GLADSTONE, OREGON

Linda G. Beloof
Attorney At Law/Municipal Court Judge

Wade Byers
Mayor

ATTEST:

Jolene Morishita, City Recorder

EXHIBIT "A"

The Municipal Judge may:

- (1) Render judgments and impose sanctions on persons and property;
- (2) Order the arrest of anyone accused of an offense against the City;
- (3) Commit to jail or admit to bail anyone accused of a City offense;
- (4) Issue and compel obedience to subpoenas;
- (5) Compel witnesses to appear and testify and jurors to serve for trials before the court;
- (6) Penalize contempt of court;
- (7) Issue processes necessary to enforce judgments and orders of the court;
- (8) Issue search warrants; and
- (9) Perform other judicial and quasi-judicial functions assigned by ordinance.

The proposal submitted by Provider is attached to and by this reference incorporated herein as if fully set forth in its entirety.



MEMORANDUM

TO: Honorable Mayor and Gladstone City Council
FROM: ^{HEM} Heather R. Martin, Office of the City Attorney
SUBJECT: Council Guidebook
DATE: November 7, 2013

Attached is a clean version of the Council Guidebook for adoption by the City Council. Previously, I met with the Council at a work session in July to discuss outstanding issues related to the Guidebook and to get Council direction on how to proceed. As I indicated in July, the Guidebook was significantly revised because in several areas it did not conform to Gladstone's Charter and Code or state law. There were also references to policies the City has not adopted (long-term financial strategy, long range planning tool, City Council recognition, etc.). While the City might have an informal policy in place to address those issues, there is no adopted formal policy as initially set out in the Guidebook.

In addition, there were procedural issues that needed to be resolved by the Council, many of which were remedied by the adoption of the Council Rules in September. Those Council Rules are referred to throughout the Guidebook and have been attached to the revised Guidebook as an appendix. Please note that the Council Rules are separate from this Guidebook and operate independently.

While the Council Rules address how committees, boards, and commissions (hereinafter Committee or Committees) are formed, they do not address how Committee agendas are formed, whether City Council reviews and approves annual work plans for each Committee, or how items are referred by the Council. These issues are addressed in the Guidebook under the following sections:

- Section 2.6 – How Committee Agendas are Formed
- Section 3.5 – What happens to an item once it is referred to a Committee—addresses the creation of a work plan and how items are referred to the Committee by Council

November 7, 2013

Page 2

I wanted to call those sections to the Council's attention to ensure that the Council intends to use the Guidebook procedure going forward. If the Guidebook is adopted, the enacting resolutions (and subsequent amendments) for each Committee should be reviewed for consistency with the new Guidebook provisions.

There were also significant formatting and numbering changes that were made to the final version to ensure the document was consistent.

Finally, the Council has also been provided a red-lined version of the Guidebook from what was originally submitted so that you can see the changes that were made.

David Doughman from our office will be at the meeting on Tuesday, but please let me know if you have any questions in the meantime.

HRM/yh
Enclosure

cc: Pete Boyce, City Administrator

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~~DEII~~
~~DEII~~

RESOLUTION NO. 1032

CITY OF GLADSTONE, OREGON

***A RESOLUTION ADOPTING THE COUNCIL GUIDEBOOK FOR THE
GLADSTONE CITY COUNCIL***

WHEREAS, the Gladstone City Council desires to provide information useful for Councilors and the public concerning basic City Council procedures, background, and relevant state and local laws; and

WHEREAS, the City Council held a work session on July 23, 2013 and discussed proposed changes to the City Council Guidebook; and

WHEREAS, the City Council finds that the adoption of City Council Guidebook will be beneficial for the Council; and

WHEREAS, the City Council finds that it is in the public interest to adopt the City Council Guidebook.

The City of Gladstone Resolves as follows:

SECTION 1. The City of Gladstone adopts the City Council Guidebook in substantially the same form as the attached Exhibit A.

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

ADOPTED this ___ day of November, 2013.

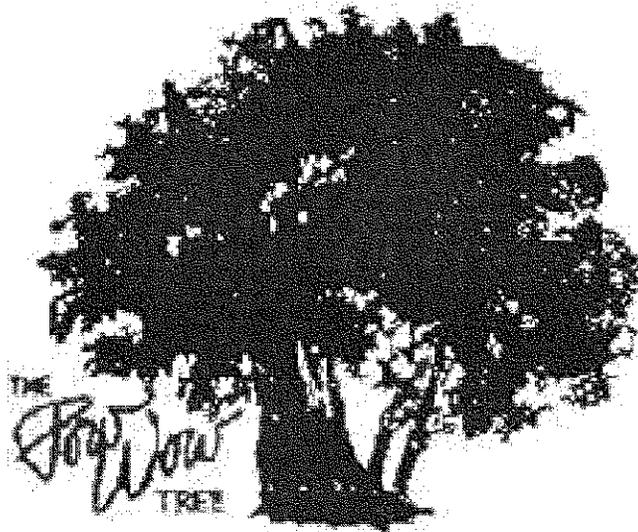
ATTEST:

Wade Byers, Mayor

Jolene Morishita, Assistant City Administrator

City Council Guidebook

City of Gladstone, Oregon



CITY COUNCIL GUIDEBOOK

City of Gladstone, Oregon

This Guidebook was adopted by the Gladstone City Council at a public meeting. The Guidebook is intended to be a working document that will change over time and is a guide for City Council actions and practices.

The most current, signed version of the City Council Guidebook is filed with the Gladstone City Recorder. A copy is posted on the City of Gladstone website under the City Government/City Council section.

Gladstone, Oregon – City Council Guidebook

Approved:

Amended:

Amended:

Amended:

Signed:

Wade Byers, Mayor

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FORWARD

As a public official, you will become involved with many issues. This manual attempts to centralize information on common practices related to local government and your role as a member of the Gladstone City Council.

Use this guide only as a reference; it is not intended to establish law. Many formal policies that impact the City Council are included in the Appendices. However, it is not possible for this guide to incorporate all materials and information necessary for undertaking City Council business. Many other laws, plans and documents exist which bind the City Council to certain courses of action and practices.

This guide is intended to be a helpful resource and should not be used as a substitute for the guidance or opinion of the City Attorney.

Information contained in this guide will be reviewed by the City Council as needed, or every two years in conjunction with orientation for new City Council members.

City Mission Statement

The City Government of Gladstone provides active planning and implementation to support a high quality of life for our community. We do that by:

- Communicating and working cooperatively with citizens
- Controlling costs through training, contractual work, careful budgeting and managing administrative expenses
- Supporting and diversifying funding for city services including parks, libraries, public safety, the senior center and utilities
- Using volunteers and citizen committees effectively
- Promoting good customer service
- Building collaborations with federal, state and county organizations

City Vision Statement

Gladstone attracts those who enjoy our parks, rivers, recreational trails, local history and culture. Visitors have a diverse, small town shopping experience, special places to dine, and an opportunity to enjoy the local history and culture of this historic community during their stay.

Gladstone is a place where community members are comfortable, safe, raise families, work and play in a friendly atmosphere. The schools are vibrant with curious students and dedicated teachers. Sidewalks and crosswalks are clean, well-lit and safe, with beautiful sustainable landscaping and easy access to pedestrian shopping.

Public transit connects local and regional commercial areas to residential areas while providing diversity with a strong tax base. Our citizens know that a prosperous economy results in a sustainable healthy environment.

The community has a “small town” feel, with access to diverse local goods and services so people don’t have far to drive for convenience items. In the evening, downtown is bustling with diners eating and drinking while overlooking our river vistas. One can join friends and neighbors in a setting surrounded by sustainable garden planting, demonstrating pride of ownership. Old and new buildings blend to make the downtown interesting and dynamic. The two-rivers setting inspires small business development that is unique and specialized, offering an unusual shopping experience. Gladstone is for everybody!

City Values Statement

The City Council and Staff of the City of Gladstone believe our priority is to be transparent in our work and fiscally responsible with public monies. We hold dear our pride in the volunteers that give time and effort into making this community more beautiful, sustainable and culturally rich. We respect and trust our community organizations and governmental partners that keep us diverse, and we value and cherish the unfiltered debate between citizens, City Staff and City Government over challenges and opportunities that come our way. We appreciate how citizens advocate to others about this place we call home.

FREQUENTLY ASKED QUESTIONS

What is the consent agenda? (See Section 2.20)

How do I place something on the agenda? (See Sections 2.15 thru 2.21 re: the meeting process)

How specific should motions be? (See Appendix A – Council Rules and Appendix B – Robert Rules of Order)

How does an executive session get scheduled? (See Section 2.26 re: Executive Sessions)

What happens to an item once it is referred to a committee? (See Section 3.5 – What happens to an item once it is referred to an advisory board or committee?)

How do I know if a letter addressed to the full City Council has been responded to? (See Chapter 7 – Communications)

How much City Staff time can I use for policy research? (See Chapter 4 – Interaction with City Staff/Officials)

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CHAPTER 1 - INTRODUCTION AND OVERVIEW

As a Gladstone City Council member, you establish important and often critical policies for the community. You act in the capacity of a board member of a public corporation with an annual budget in the millions of dollars. The Oregon Constitution, Oregon Revised Statutes and Administrative Rules along with the Gladstone City Charter and the Gladstone Municipal Code create a framework for City Council in carrying out its duties and responsibilities under state and local law. New City Council members learn early on that the scope of services and issues addressed by the City go well beyond those frequently reported in the newspaper or discussed at City Council meetings. In addition, the City Council is subject to certain adopted City of Gladstone policies, of which the applicable guidelines are included in Appendix A of this document.

1.1 History of Gladstone City Government

Judge Harvey Cross formally incorporated the City on January 10, 1911, and Oscar C. Freytag became its first Mayor. In the early years, a City Councilor was known as an Alderman. Since 1911, there have been 132 persons on record as being Mayors or City Council members through 2012. Currently and since 1911, the Council has been composed of a Mayor and six Councilors/Alderman. Mayor Wade Byers has been in office since 1979.

1.2 Council-Administrator Form of Government

The City functions under the Council-Administrator form of government. The chief characteristic of this form is that the Council appoints a qualified professional to serve as the administrative head of the City's Government and who serves at the pleasure of the Council. As set forth under the City Charter, the City Council acts as the legislative body in establishing policy and law and the City Administrator handles the day-to-day management of the City.

The City Administrator acts as the chief executive officer of the City Government and is in charge of the day-to-day operations of the City. When the City Council makes a decision on an ordinance, law or policy, the City Administrator is responsible for implementing those policies. The Administrator coordinates the operations of all City departments and is responsible for preparing a proposed operating budget and presenting it to the City Council. This annual budget as adopted by Council provides funding, staffing, and general guidance to the City departments for the fiscal year.

When issues arise as to the daily operation of the City Government or there are specific issues with City employees, those should be brought to the City Administrator's attention and he or she will handle those issues appropriately. City Councilors should refrain from becoming directly involved with administrative duties.

It is against state law for City Councilors to influence or coerce the City Administrator with respect to appointments, purchasing or other matters. However, the City's Charter does not prohibit the City Council from discussing administrative matters with the City Administrator in open meetings or one-on-one.

For more information on the role and duty of the City Administrator see Chapter 4.

1.3 Orientation of New Members

It is important for the members of the City Council to gain an understanding of the full range of services and programs provided by the City. As new members join the City Council, the City Administrator and Department Heads will host an orientation program that provides an opportunity for members to tour municipal facilities and meet with key Staff.

At any time, if there are facilities or programs about which you would like more information, please make arrangements through the City Administrator and Department Heads to increase your awareness of these operations.

1.4 Overview of Basic City Documents

The link to some documents is through the City's website at <http://www.ci.gladstone.or.us>.

Other important documents that affect this City Council Guidebook are noted in Appendix A and Appendix B.

Appendix A covers those documents that are controlled/written generally by Gladstone City Staff or Attorney(s) and were approved by the Gladstone City Council.

Appendix B covers documents that were written and approved by the State of Oregon or League of Oregon Cities.

1.5 Gladstone Charter and Municipal Code

The current City Charter was adopted in 1984 and amended in 2012. The Charter provides a framework for City Government while the Gladstone Municipal Code (GMC) sets out local law. The Gladstone Municipal Codes has a Table of Contents and an Index and Tables that provide an Ordinance List and Disposition Table to assist in finding specific items/codes.

1.6 City Administrative Guidelines

The Gladstone Personnel Handbook contains guidelines for City employees and is approved by the City Council. Each department has its own operating policies as well.

Taken together, the personnel handbook and individual department policies are included in Appendix A of this document.

1.7 Comprehensive Plan

The City's Comprehensive Plan is an official document adopted by the City which sets forth general long range policies on how the community's future development should occur.

Comprehensive Plans must address all applicable topics in the Statewide Planning Goals and anticipate and provide for future land needs for at least 20 years going forward. The Gladstone Comprehensive Plan includes two sections.

The first covers the Goals, Objectives, Policies and Implementation Strategies. This section was originally completed in 1979 and has been updated four times since, October 2006 being the last.

The second section covers Inventory and Analysis and was completed in April of 1979.

CHAPTER 2 - GLADSTONE CITY COUNCIL: GENERAL POWERS AND RESPONSIBILITIES

2.1 Overview

The City Council acts as a body. No member has any extraordinary powers beyond those of other members. While the Mayor has additional ceremonial and presiding officer responsibilities as described below, when it comes to establishing policies, voting and other significant areas, all members are equal.

Policy is established by at least a majority vote of the City Council. While individual members may disagree with decisions of the majority, a decision of the majority binds the City Council to a course of action. City Council members should respect adopted City Council policy.

It is the City Administrator's responsibility to ensure the policy of the City Council is implemented.

2.2 City Council Non-Participation in Judicial Matters

The Municipal Court Judge is appointed by the City Council.

The City Administrator, City Attorney, Staff and City Council should not interfere with judicial processes or decisions.

2.3 Role of City Council

Members of the Gladstone City Council are collectively responsible for establishing policy, adopting an annual budget, providing vision and goals, and appointing and supervising the City Administrator, Municipal Court Judge and the City Attorney. The following outline is a brief description of the various duties of City Council. The description is not intended to be comprehensive, but rather, it is an effort to summarize the primary responsibilities of the City Council.

2.3.1 Obligatory Duties

City Council duties include but are not limited to the following as set forth in the City Charter and the GMC:

1. Establish Policy
 - (a) Adopt goals and objectives
 - (b) Establish priorities for public services
 - (c) Approve and/or amend the operating and capital budgets
 - (d) Approve intergovernmental agreements and contracts
 - (e) Adopt resolutions

2. Enact Local Laws
 - (a) Adopt ordinances

3. Supervise Appointed Officials
 - (a) Appoint City Administrator, Municipal Court Judge and the City Attorney
 - (b) Evaluate performance of City Administrator, Municipal Court judge and the City Attorney
 - (c) Establish advisory boards and commissions
 - (d) Make appointments to advisory bodies
 - (e) Provide direction to advisory bodies

4. Decide annually which City Council members will serve on outside boards, councils, commissions or committees

5. Call special elections when necessary

2.3.2 City Council's Role in the Community

Summary of implied or traditional City Council duties and responsibilities include:

1. Provide public leadership;
2. Relate wishes of constituents to the Council to promote representative governance;
3. Communicate the City's vision and goals to constituents; and
4. Represent the City's interest at regional, county, state, and federal levels.

2.4 City Department Operations and Public Policies

The City has five different departments that all report to the City Administrator. Each of these departments has specific operating policies that are unique to their departmental function within the City. Below is a sample list of the policies that each department has adopted or implemented:

2.4.1 City Administration

- ❖ Personnel Handbook (Goal January 2013)

2.4.2 Police Department

- ❖ Public Policy on Policing for the City of Gladstone (January 2010)

- 2.4.3 Fire Department**
 - ❖ Waiting – (In process)
- 2.4.4 Public Works**
 - ❖ Waiting – (In process)
- 2.4.5 Library**
 - ❖ Waiting – (In process)
- 2.4.6 Senior Center**
 - ❖ Waiting – (In process)

It is the City's goal to review and update these policies a minimum of every five years.

2.5 Representation on City Council Committees, Commissions and Boards

Six standing Committees have been established through the GMC:

2.5.1 Budget Committee

The Budget Committee consists of the seven members of the City Council and an equal number of citizens at large. Appointments are made by the City Council for three-year terms, which are staggered as near practicable so that about one-third of appointed terms end each year. Chapter 294 of the Oregon Revised Statutes. Typically, the City Administrator, acting in the capacity of the City budget officer, prepares a budget and budget message and disseminates that to the Budget Committee in the spring. The Budget Committee must hold at least one public meeting where the public may ask questions about and comment on the budget before the budget is adopted by the Budget Committee. Once approved by the Budget Committee, the City Council must hold a public hearing and adopt the budget, make appropriations and declare and categorize taxes.

Budgets from prior years are shown on the City's website.

2.5.2 Library Board

The Library Board consists of five members who are not officers or employees of the City and are appointed by the City Council to four-year terms. Members are eligible for re-appointment to a second four-year consecutive term, staggered so that there will always be holdover members. The Board meets monthly on fourth Tuesday evenings.

Each Board member shall have one vote. The Library Director shall sit with the Board and take part in its discussions or deliberations, but shall have no vote on any matter to come before the Board. The Mayor also appoints, with the approval of the City Council, a liaison from the City Council that does not have a vote.

The Board makes recommendations to the City Council regarding prospective Board members based on review of a standard application forms and possible personal interviews when vacancies occur. The Mayor and City Councilors make the final approval of applicants. (Resolution No. 618 including the Bylaws.)

Duties include but are not limited to:

1. Advise the Library Director on policy matters pertaining to the Gladstone Public Library;
2. Assist in the formulation of policies for the operation and development of library services and facilities to best meet the current and long-standing needs of the community;
3. Make recommendations to the City Council regarding matters as outlined above;
4. Recommend to the City Council prospective Board members based upon review of a standard application form and possible personal interview as Board vacancies occur;
5. Serve as an autonomous body to represent the needs, interests and desires of the entire service area of the library;
6. Participate actively in the goals, aims and purposes of the Clackamas County library network; and
7. Perform such other related duties as requested by the City Council.

2.5.3 Park and Recreation Board

The Park and Recreation Board consists of nine members. One member shall be from the Planning Commission and one member shall be from the City Council. The remaining seven members shall be residents of the City. The Park Board shall meet at least once per month. Five members present at the meeting shall constitute a quorum. This Board is appointed by the Mayor with approval of the City Council. (Resolution Nos. 299, 438, 556 and 603.)

Duties include but are not limited to:

1. Citizen and agency involvement in park and recreation;
2. An advisory capacity to the City Council in matters pertaining to park and recreation programs and developing park master plans; and

3. An advisory board regarding development of the Gladstone Comprehensive Plan and its periodic review and update.

2.5.4 Planning Commission

The Planning Commission (Commission) consists of seven members who are residents of the City and are appointed by the City Council based on their qualifications. Under GMC 2.28.080, City Council shall give preference to those individuals who possess competence in the field of municipal planning by way of their profession, trade or prior or present governmental service. Under ORS 227.030, no more than two voting members of the Commission may engage principally in the buying, selling or developing of real estate for profit as individuals, or be members of any partnership or officers or employees of any corporation, that engages principally in the buying, selling or developing of real estate for profit. No more than two members shall be engaged in the same kind of occupation, business, trade or profession. The Commission is to meet once a month per Gladstone Municipal Code, which meetings are to be attended by the City Attorney who offers legal and procedural advice on relatively complex matters.

Depending on the issue before the Commission, typically the Commission votes and makes a recommendation to the City Council.

Duties include but are not limited to considering the types of applications set forth under GMC 17.94.060, recommendations on Comprehensive Plan and Development Code changes and other similar types of duties.

2.5.5 Senior Centers Advisory Board

The Senior Center Board of Directors consists of seven voting members; two thirds of whom shall be fifty-five years of age or older who are not officers or employees of the City; one representative from each of the following groups shall sit on the Board but shall not vote: City Council, Loaves & Fishes and Senior Center Staff. The Board is appointed by the Mayor with the approval of the City Council for terms of three years and is scheduled to meet quarterly, usually on a Tuesday afternoon.

Duties of the Senior Center Board of Directors include:

1. Serve in an advisory capacity to the City of Gladstone, City Council, and Senior Center Staff on matters affecting program and policy;
2. Provide for educational, recreational, nutritional, social and cultural needs, and promote mutual friendliness between individuals and groups who participate;

3. Ascertain the needs of older persons, to coordinate and mobilize public and private resources at all levels, and to gain, build, develop and maintain such programs;
4. Develop volunteer opportunities for all individuals to serve one another and their community; and
5. Cooperate with the City and other agencies to provide enhanced senior services for the center and its community.

(Resolution No. 624 including the Bylaws.)

2.5.6 Traffic Safety Commission

The Traffic Safety Commission consists of seven members appointed to a three-year term by the Mayor with the approval of the City Council. A City Councilor who is a liaison to the Commission has full voting rights but is not eligible for election as an officer. Applicants must be City residents. Recently the Traffic Safety Commission has met infrequently, probably two or three times per year, in large part due to use by the Police Department of a Speed Monitoring Awareness Radar Trailer that is placed on streets in response to speeding complaints. The Traffic Safety Commission usually meets on the fourth Monday evening of a month.

Duties include but are not limited to:

1. Researching, developing and implementing coordinated traffic safety programs which meet local needs;
2. Acting in an advisory capacity to the City Council and the City Administrator in the coordination of traffic safety activities of the official agencies and departments of the City of Gladstone;
3. Upon request, providing research and furnishing information to other official agencies of the City of Gladstone;
4. Promoting public acceptance of official programs proposed or instigated by the City;
5. Fostering public knowledge and support of traffic law enforcement and traffic engineering problems;
6. Coordinating with the public and private school systems of the City in promoting traffic safety aids in the schools and promoting the education of the public on traffic safety; and

7. Assisting in the overall reduction of traffic accidents, injuries and deaths on the City's streets.

2.6 How Committee Agendas are Formed

For those committees that are listed under Section 2.5 above (collectively referred to as Committee), a draft work plan, including tentative schedule, is developed by the committee at its first meeting of the year. The work plan is based on referred items carried on from the prior year, plus Committee member and Staff knowledge of emerging issues/policies. The draft work plan is forwarded to the full City Council for review and approval as a consent agenda item.

Requests to take an agenda item to the City Council should go through the Committee's City Council liaison. Each Council member shall follow the process outlined under the City Council Rules, Appendix A under Section D to place an item on the City Council agenda.

Once an item is referred by a majority vote of the City Council to a Committee, City Staff will communicate with the appropriate chairperson to determine if the item can be added to a future Committee agenda. If necessary, City Council may request by majority vote that additional meetings and resources be allocated to a committee to facilitate adding a Council referred item to a Committee's agenda.

2.7 City Council Attendance at Non-City Council City Meetings

A City Council member may attend other Non-City Council City meetings, but no more than three City Councilors should be present at one time.

2.8 Representation on Inter-local and Community Boards by City Council Members

2.8.1 Park and Recreation Board

Nine members consisting of a City Councilor, a Planning Commission member and seven lay members who are City residents. (Resolution Nos. 299, 438, 556 and 603.)

2.8.2 Gladstone Library Board

Five members. The Library Director shall sit with and be part of discussions but will have no vote. One City Councilor is appointed liaison with no vote. (Resolution No. 618 including the Bylaws.)

2.8.3 Gladstone Seniors Board of Directors

Seven members. One City Councilor is appointed to attend with no vote, along with Loaves & Fishes and Senior Center Staff. (Ordinance 928, Resolution No. 624 including the Bylaws.)

2.9 Role of Mayor

The Mayor shall be chairperson to the City Council and preside over its deliberations. The Mayor shall be an equal voting member of the City Council. The Mayor shall have the authority to preserve order, enforce the rules and determine the order of the business under rules of the City Council.

The Mayor shall oversee the general affairs of the City. The Mayor shall appoint, with approval of the City Council, Committees as provided in the City Council Rules. He/she signs all records of proceedings approved by the City Council. He/she shall have no veto power.

2.10 Council President

A City Councilor shall be elected by ballot by the membership to take the Mayor's place in his/her absence. The election will take place at its first meeting of each odd-numbered year, or when the presiding City Council President leaves office. Whenever the Mayor is unable to perform the functions of his/her office, the President shall act as mayor.

2.11 Absence of Mayor and City Council Members/Forfeiture of Office

Whenever both the Mayor and President of the City Council are absent, the Council shall, by majority vote, elect a chairperson to preside over the meeting(s) of the Council.

2.12 Personnel Appointments

The officers of the City, reporting directly to the City Council, shall be a Municipal Judge, City Administrator and City Attorney. Each appointed officer may be removed by the Mayor with approval of the City Council. Said officers shall be subject to performance evaluations no less than every four years.

2.13 Incompatibility of Offices

There are certain restrictions on a City Councilor holding any public office or employment within City Government. The Mayor and City Councilors shall not be a member of the Planning Commission or any other position that may lead to a conflict of interest.

2.14 Emergency Response

2.14.1 Declaration of Emergency (GMC 8.16.050)

When, in the judgment of the City Council, a state of emergency exists, it shall declare in writing and publicize the existence of the emergency. The state of emergency declared pursuant to this section shall specify the area(s) which warrant the exercise of emergency control as listed in Section 8.16.070(1) through (9). If Circumstances prohibit the timely action of the City Council, the Mayor may declare a state of emergency provided that approval by a majority of the City Council shall be sought and obtained at the first available opportunity. The Mayor shall terminate the state of emergency when the emergency no longer exists or the threat of an emergency has passed.

2.14.2 Succession of Authority (GMC 8.16.060)

1. Upon a declaration of emergency, the Mayor is empowered to assume centralized control of and have authority over all departments and offices of the City in order to implement the provisions of this chapter.
2. In the event the Mayor is unavailable or unable to perform his/her duties under this chapter, the duties shall be performed by:
 - (a) President of the City Council
 - (b) City Administrator
 - (c) Police Chief
 - (d) Fire Chief
3. All references to the Mayor in this chapter shall be deemed to refer to the successor referred to in this section.

2.14.3 Regulation and Control (GMC 8.16.070)

Whenever a state of emergency has been declared to exist within the City, the City Council is empowered to order and enforce the measures listed herein below. However, if circumstances prohibit the timely action of the City Council, the Mayor may order the following measures, provided that approval from a majority of the City Council is sought and obtained at the first available opportunity, or the Mayor's order will become null and void:

1. Establish a curfew for the area designated as an emergency area which fixes the hours during which all persons other than officially authorized personnel may not be upon the public streets or other public places;
2. Prohibit or limit the number of persons who may gather or congregate upon any public street, public place or any outdoor place within the area designated as an emergency area;

3. Barricade streets or roads, as well as access points onto streets and roads, and prohibit vehicular or pedestrian traffic, or restrict as an emergency area for such distance or degree of regulation as may be deemed necessary under the circumstances;
4. Evacuate persons from the area designated as an emergency area;
5. Close taverns or bars and prohibit the sale of alcoholic beverages throughout the City or a portion thereof;
6. Commit to mutual-aid agreements;
7. Suspend standard procurement procedures to obtain necessary services and/or equipment;
8. Redirect funds for emergency use; and
9. Order such other measures as are found to be immediately necessary for the protection of life and/or property.

2.14.4 Responsibility for Emergency Program Management (GMC8.16.100)

For the purposes of this chapter, the City Council has appointed the Police Chief as the emergency program manager responsible for managing the City's emergency program. Specific duties shall include but not be limited to the following:

1. Develop, update and revise the City's basic emergency operations plan;
2. Coordinate the activities of City departments and other agencies with emergency services capabilities in the development of individual operational annexes to the basic plan;
3. Provide for the coordination of emergency plans, programs and operations with the county, neighboring jurisdictions and other public and private agencies with emergency services responsibilities including use of the National Information Management System and National Incident Command System;
4. Develop working agreements with the county, neighboring jurisdictions and service districts to assure coordinated response to an emergency in the City;

5. Provide for the procurement of personnel, equipment, materials and supplies from higher authority, and for the accounting thereof for use in the event of a declared emergency;
6. Provide for coordinated operations under simulated emergency conditions; and
7. Recommend to the City Council any ordinances, policies or procedures which would assist the Council and other City officials in the performance of their duties in preparing for, responding to and recovering from an emergency.

2.15 City Council Meetings

City Council meetings shall be held according to the City Council Rules Section C. The Council shall adopt rules for the government of its members and proceedings.

2.16 Public Notice of Meetings and Hearings

The agenda materials will generally be available by 3:00 p.m. the Thursday before a regular Tuesday meeting.

Copies of the agenda materials are available for pick up at City Hall during regular business hours. In addition, a copy of the entire City Council packet is available for viewing at City Hall and on the City's website.

Gladstone citizens may register their email address with the Assistant City Administrator to receive electronic meeting notices.

2.17 How Can a City Council Member Advance a Policy Issue?

As stated above, to place an item on the City Council agenda, the process set forth under Section D of the City Council Rules should be followed. A Councilor may also raise an issue as a future agenda item during Council meetings.

2.18 Agenda

The agenda is set and scheduled according to the process set forth in Section D of the City Council Rules.

2.19 Procedure for Communication by the Audience

The procedure for public comment at City Council meetings is set forth under Section E4 of the City Council Rules.

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2.20 Consent Agenda

Consent agenda items are those items deemed to be non-controversial and not likely to require separate discussion. See City Council Rules Section D3.

2.21 Business from the Council

The time allotted for business from the Council during City Council meetings is intended to allow Council members an opportunity to share brief updates on Committee and Council assignments and to seek guidance and direction. Council members should do their best to be concise and restrict their remarks to these topics.

2.22 City Council Action

Any action of the City Council shall be by ordinance, resolution, proclamation or motion and shall be conducted only in open public meetings unless otherwise provided by law. Any such action (except for the passage of any ordinance or the granting or revocation of any license or franchise) shall be deemed approved by an affirmative vote of a majority of those City Councilors who are present and vote. Declared emergency ordinances that take effect immediately must be passed by a majority of the entire Council in office at the time of the vote.

The Mayor will call for a roll call vote on all ordinances and in instances where a vote tally is necessary.

An ordinance must be enacted pursuant to Section 35 of the Charter. The City budget must be approved pursuant to state law.

2.23 Public Meetings Law

2.23.1 Open Decision-Making Policy

The Oregon policy of open decision-making is established by ORS 192.620:

The Oregon form of government requires an informed public aware of the deliberations and decisions of governing bodies and the information upon which such decisions were made. It is the intent of ORS 192.610 to 192.690 that decisions of governing bodies are arrived at openly.

The Public Meetings Law applies to not only the state, but also the cities, counties and special districts despite any conflicts with their charters, ordinances or other rules. Cities, counties and other public bodies may impose greater requirements than those of the law by their charters, ordinances, administrative rules or bylaws.

The Public Meetings Law applies to meetings of the “governing body of a public body.” ORS 192.630(1). A “public body” is the state, any regional council,

county, city or district, or any municipal or public corporation or any board, department, commission, council, bureau, committee, subcommittee or advisory group or any other agency thereof. ORS 192.610(4). If two or more members of any public body have “the authority to make decisions for or recommendations to a public body on policy or administration,” they are a “governing body” for purposes of the meetings law. ORS 192.610(3).

Thus, the City Council and citizen advisory commissions and committees are “governing bodies.” A subcommittee of a commission or committee can also be a “governing body” if it is authorized to make decisions for or to advise the council.

2.23.2 Public Body Decisions

A committee or commission that has authority to make decisions for the City on “policy or administration” is a governing body. ORS 192.610(3). A subcommittee that has authority only to gather information for the full Council, commission or committee is not a governing body. However, if the subcommittee has the authority to take action on a city issue of policy or administration, then it is a governing body under the meetings law.

1. Recommendations to Council

An advisory committee, subcommittee, task force or other official group that has authority to make recommendations to the Council on policy or administration also is a governing body. ORS 192.610(3).

If an advisory body is created by the Council to advise the Council, the fact that its members are all private citizens is irrelevant. The meetings law applies to private citizens, employees and others without decision-making authority when they serve on a group that is authorized to advise the Council.

2.23.3 Meetings Subject to the Law

The Public Meetings Law defines a meeting as the convening of any of the “governing bodies” described above “for which a quorum is required in order to make a decision or to deliberate toward a decision *on any matter.*” ORS 192.610(5) (emphasis added).

1. Quorum Requirements

The meetings law does not define “quorum.” Quorum is defined as a majority of the council or committee (or other public body).

A gathering of less than a quorum is not a meeting under the meetings law. The law applies to committees, subcommittees and other advisory groups that are charged by the council with making recommendations.

The recommendations must be the result of formal votes taken at meetings at which a quorum was present.

Staff meetings are not subject to the meetings law because they are not “governing bodies” and quorums are not required. ORS 192.610(3). Similarly, the law does not apply to individuals who are authorized to make recommendations. However, if Staff meets with a quorum of the Council or a city commission, committee or subcommittee to discuss matters of “policy or administration,” or to clarify a decision or direction for Staff, the meeting is within the scope of the law. ORS 192.610(5).

2. Meetings and Social Gatherings

The Public Meetings Law applies to all council/committee meetings for which a quorum is required to make a decision or deliberate toward a decision on any matter. Even meetings for the sole purpose of gathering information upon which to base a future decision or recommendation are covered. Hence, information gathering and investigative activities of a City body are subject to the law.

If a quorum of the governing body gathers to discuss matters outside its jurisdiction, the “meeting” is not legal under the meetings law. Jurisdiction is determined by examining the authority granted to a particular governing body and any ordinances, resolutions or directives governing that authority.

The law does not cover purely social meetings of council or committee members. In *Harris v. Nordquist*, 96 Or 19 (1989), the court concluded that social gatherings at which school board members sometimes discussed “what's going on at the school” did not violate the meetings law. The *purpose* of the meeting determines if the law applies. However, a purpose to deliberate on any matter of policy may arise *during* a social gathering and lead to a violation. When a quorum is present, members should avoid any discussions of official business during social gatherings. Some citizens may see social gatherings as a subterfuge for avoiding the law.

3. Electronic Communication

The Public Meetings Law expressly applies to telephonic conference calls and “other electronic communication” meetings of governing bodies. ORS 192.670(1). Notice and an opportunity for public access must be provided when meetings are conducted by electronic means. For non-executive session meetings, the public must be provided at least one place to listen to the meeting by speakers or other devices. ORS 192.670(2). Special accommodations may be necessary to provide accessibility for

persons with disabilities. The media must be provided such access for electronic executive sessions, unless the executive session is held under a statutory provision permitting its exclusion.

Communications between and among council members on electronically linked personal computers may be subject to the meetings law.

2.24 Work Sessions

A work session is an informal opportunity for City Councilors to learn about and discuss policy issues. Work sessions will generally be scheduled to take place on the fourth Tuesday of a given month. However, from time-to-time work sessions may be scheduled at a special time during a month's regular meeting, if there appears to be an adequate amount of time to cover the issue.

2.25 Special Meetings

A special meeting may be called at any time by the Mayor or by three members of the Council. Notice will be provided per Oregon's Public Meeting Law. The City Administrator will also contact the City Council when a special meeting has been called.

2.26 Executive Sessions

2.26.1 Closed Sessions

The City Council may meet in executive session only in specified situations. ORS 192.660. An "executive session" is defined as "any meeting or part of a meeting of governing body that is *closed* to certain persons for deliberation on certain matters." ORS 192.610(2) (emphasis added).

The Council may hold an open session even when the law permits it to hold an executive session. The Council is authorized to hold closed sessions regarding the following subjects:

1. Employment of public officers, employees and agents;
2. Discipline of public officers and employees if that person does not request an open meeting;
3. Real property transactions;
4. Labor negotiator consultations and labor negotiations;
5. Discussion of records that are exempt from public inspection;

6. Preliminary negotiations involving matters of trade and commerce in which the governing body is competing with governing bodies of other state or nations;
7. Consult with counsel concerning legal rights and duties regarding current litigation or litigation likely to be filed;
8. Review and evaluate of an chief executive officer, other officers, employees and Staff unless an open hearing is requested by the person being reviewed; or
9. Negotiations under ORS 293 with private persons or businesses regarding proposed acquisition, exchange or liquidation of public investments.

2.26.2 Final Decision Prohibition

ORS 192.660(6) states: "No executive session may be held for the purpose of taking any final action or making any final decision." The Council may reach a consensus in executive session. The purpose of the "final decision" requirement is to allow the public to know the *results* of the discussions. Taking a formal vote in open session satisfies that requirement, even if the public vote merely confirms a decision made informally in closed session.

2.26.3 Method of Convening

An executive session may be called during a regular, special or emergency meeting for which notice has already been given in accordance with ORS 192.640. The person presiding at the meeting must announce the statutory authority for the executive session before going into closed session. ORS 192.660(1). When a meeting that will be solely an executive session is called, the statutory authority for the executive session must be set forth in addition to notice requirements for any other meeting.

2.26.4 Media Representation

The Public Meeting Law expressly provides that representatives of the news media *shall be allowed* to attend all executive sessions except for sessions involving deliberations with persons designated to carry on labor negotiations. *Barker v. City of Portland*, 67 Or App 23 (1984).

As stated above, the Council may consult with the City Attorney about pending litigation or litigation likely to be filed. The Council may exclude any member of the media from such a meeting if the member is a party to the litigation to be discussed or is an employee, agent or contractor of a new media organization that is a party to the litigation. ORS 192.660(5).

The Council may require the non-disclosure of specified information that is the subject of the executive session. ORS 192.660(4). The presiding officer or designee should make the specification. Absent a specification, the entire proceedings may be reported and the purpose of the executive session may be frustrated. The media may discuss the statutory grounds justifying the executive session.

The Council may request a news medium not to assign a particular representative to cover council meetings if the representative has irresponsibly violated a clearly valid nondisclosure requirement. That representative may be barred from future executive sessions because the meeting law purposes will be met by allowing attendance of another representative and representatives from other news media.

2.26.5 Other Persons Attendance

The Council may permit others to attend executive sessions. Generally, executive sessions are closed to all except Council members, City Staff, City Attorney, persons reporting on the subject of the executive session or otherwise involved and news media representatives. However, the law does not prohibit the Council from permitting other persons to attend.

2.27 Televised and/or Videoed Meetings

Gladstone City Council meetings, when held in the City Council Chambers, are not currently televised.

The meetings are videotaped and are posted on the City's website.

2.28 City Council Attendance Policy

While there is no attendance policy for the City Council, the Councilors should make every effort to attend meetings. In the event a Councilor will be absent, they are requested to notify the City Administrator or Mayor that they will not be present.

2.29 Meeting Minutes

ORS 192.650 requires that a sound, video or digital recording or the taking of written minutes be taken at all public meetings (including City Council meetings), except for executive sessions. Meeting minutes shall include at least the following:

1. Members of the Council present;
2. Motions, proposals, ordinances, resolutions, orders and measures proposed and their disposition;
3. Results of all votes and the vote of each member by name;
4. The substance of any discussion on any matter; and

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5. Subject to the Public Records Law (ORS 192.410 to 192.505), a reference to any document discussed at the meeting. This reference does not change the status of the document under the Public Records Law.

Minutes need not be a verbatim transcript, and the meeting does not have to be recorded unless otherwise required by law. The minutes must be a true reflection of the matters discussed at the meeting and the views of the participants. ORS 192.650(1).

The City must prepare minutes and have them available within a “reasonable time after the meeting.” ORS 192.650(1). After minutes are prepared, they are public records subject to disclosure under the Public Records Law. They may not be withheld from the public merely because they have not yet been approved. If minutes have not been approved, they may be so identified.

Executive session minutes may be kept in the form of a tape recording rather than written minutes. ORS 192.650(2). No transcription of executive session minutes must be made unless otherwise required by law. If disclosure of material in the minutes would be inconsistent with the purpose of the executive session that was held under ORS 192.660, the material may be withheld from disclosure. ORS 192.650(2).

The media has no right to the minutes or tapes of executive sessions greater than that of the general public.

2.30 Parliamentary Procedure

The City Council follows the guidelines stated in Section F of the Council Rules.

2.31 Parliamentarian

The City Attorney shall assist the City Council on questions of parliamentary procedure and the application of the parliamentary rules. Before deciding any questions of parliamentary procedure, the Mayor may request advice from the City Attorney. In cases where serious errors in procedure are being used or being contemplated, the City Attorney may give advice even when it has not been requested.

CHAPTER 3 - ADVISORY BOARDS AND COMMITTEES

For more information about advisory bodies, see the City's website at <http://www.ci.gladstone.or.us>.

Boards, commissions and citizen committees provide a great deal of assistance to the Gladstone City Council when formulating public policy and transforming policy decisions into action. As noted in previous sections, the City has the following standing boards, committees and commissions (collectively Committees as noted above) which are appointed by the City Council:

1. Budget Committee
2. Library Board
3. Park and Recreation Board
4. Planning Commission
5. Senior Center Advisory Board
6. Traffic Safety Commission

In addition, special ad hoc committees are appointed from time-to-time to address issues of interest or to conduct background work on technical or politically sensitive issues. Ad hoc committee members will be recommended by the Mayor and approved by a majority vote of the Council.

While membership on most Committees is by City Council appointment, an important volunteer program that is promoted on the City's website is the Emergency Management Volunteer Program. <http://www.ci.gladstone.or.us> (Emergency Preparedness – Tab).

3.1 Establishment of Advisory Committees/Commissions/Boards Appointed by the City Council

There are many reasons for setting up Citizen Advisory Committees and many ways to use them. A Committee might be established to conduct an in-depth study of a special issue and to serve as a sounding board for City action proposals. Some Committees are organized to improve communications with specific segments of the community.

The Gladstone Mayor and City Council appointed Committees are established by action of the entire Council, typically by resolution.

3.2 Committee/Commission Resignations

In the interest of timely noticing of vacancies, and to minimize the impact of vacancies on Committees, the City Council delegates to the chair of the specific Committee the authority to accept resignations and notify the City Staff/Council liaisons of the vacancies. Vacancies will be posted in the Gladstone City Newsletter and on the City's website.

At the end of any given year, positions expire on many Committees which should be filled by Council appointment at its December meeting. The expiring positions should be posted in the Gladstone City Newsletter along with local media outlets. The application, prescribed by the City Council, will be completed and submitted by the due date. After a review of the applications received, the Mayor and City Council will, by majority vote, appoint individuals to vacant positions.

A person who is resigning from a Committee should submit a letter of resignation, addressed to the Mayor and City Council, to City Staff. Filling the vacant position, City Council should follow the steps laid out above.

3.3 Staff Relationship to Advisory Bodies

The City Administrator and Assistant Administrator, or designee, shall act as liaison(s) to advisory Committees.

The members of the Committees are responsible for the functions of the advisory body. The chairperson is responsible for compliance with the Municipal Code and/or Committee Bylaws except in case of the Planning Commission, which is assisted by the Assistant City Administrator and City Attorney.

3.4 City Council's Role and Relationship with City Advisory Bodies

Each Committee has a City Council liaison as noted above.

In the case of the Planning Commission, it makes recommendations to the Mayor and City Council regarding development of the City of Gladstone.

3.5 What Happens to an Item Once it is Referred to a Committee?

Each year, Committees form a work plan for the year. If an item is referred during the year, the Staff liaison will notify the Committee chair of the referral. The Committee chair will usually report back to the City Council regarding their ability to absorb the referral into their current work plan.

It is expected the chair of the Committee or their designee, rather than a Staff person, report the findings to the City Council. Accordingly, Committee chairs should attend the City Council meeting when the recommendation is presented and be available for questions or clarification on the Committee recommendation.

CHAPTER 4 - INTERACTION WITH CITY STAFF/OFFICIALS

4.1 Overview

City Council policies are implemented through a dedicated and professional Staff. It is critical to understand the Council/Staff relationship so that policies and programs may be implemented successfully.

4.2 City Council-Administrator Plan of Government

The introduction of this guidebook gives a brief overview of the City Council-City Administrator form of government. The responsibilities and duties of the City Administrator include:

1. Exercise control and supervision of all activities, departments and offices of the City except the office of Municipal Judge and City Attorney;
2. Recommend to Mayor and City Council the appointment of the City Recorder and Department Heads;
3. Remove all employees including Department Heads in accordance with the City's Personnel Handbook. Before removing a Department Head or City Recorder, the City Administrator shall consult with the City Council;
4. Attend all meetings of the City Council at which the City Administrator's attendance is required by Council;
5. Supervise the administration and be responsible for the enforcement of all laws and ordinances in effect within the City, except the provisions of any ordinance or laws which involve criminal violation, the responsibility of which shall be the duty of the police department;
6. Make policy recommendations to the City Council;
7. Prepare and submit to the Mayor and City Council activity reports with respect to each of the City departments and such other reports as may be required or desirable concerning City affairs;
8. Be the chief budget and fiscal officer of the City and perform the functions of budget officer as prescribed by the Local Budget Law of Oregon. ORS Chapter 294;
9. Provide for the Mayor and City Council, an annual fiscal year-end report showing the differences between revenues and expenditures and the ending cash balances for each fund as soon as possible after June 30; and

10. Perform such other duties as the City Council may determine by ordinance or resolution or as set out in the GMC.

4.3 Roles and Information Flow

4.3.1 City Council Roles

The City Council retains authority to accept, reject or amend Staff recommendation on policy matters.

Members of the City Council must not intrude into those areas that are the responsibility of the Staff. Individual City Councilors may not intervene in Staff decision making, the development of Staff recommendations, scheduling of work and executing department priorities without the prior knowledge and approval of the City Council as a whole. Individual City Councilors will refrain from asking City Staff to work outside normal hours. This is necessary to keep staff focused on established City Council priorities and avoid undue influence and pressure from individual Council members. It also allows Staff to execute priorities given by the City Council as a whole using their best professional judgment without fear of reprisal. If a City Councilor wishes to influence the actions, decisions, recommendations, workload, work schedule or priorities of City, that City Councilor must prevail upon the Council to do so as a matter of City Council policy.

4.3.2 Significant Requests

City Councilors are free to directly contact the Staff for general information. If the request is significant in nature or initiates any significant project or study, the consent of a majority of the City Council must be obtained before redirecting work to this new effort. Individual City Councilors also should not request or direct the City Administrator or Department Heads to initiate any significant action or prepare any report that is significant in nature, without majority City Council approval. City Councilors may discuss ideas with the Administrator, and he/she will determine whether or not the request is significant and needs Council direction.

4.3.3 Access to Information

The City Administrator is the liaison between City Council and City Staff, other than general information or routine requests. Requests from City Councilors are to be directed to the City Administrator and will be responded to promptly. The information or response will generally be copied to all City Councilors so that each member may be equally informed. The equal sharing of information with the City Council is one of the City Administrator's highest priorities.

There are limited restrictions regarding when information can and cannot be provided. The City is legally bound not to release certain confidential personnel

information. Likewise, certain aspects of police department affairs (i.e., access to restricted or confidential information related to crimes) may not be available to members of the City Council. The City Attorney can advise City Councilors in these areas. It is also advised that all requests for the City Attorney go through the City Administrator.

4.4 City Council/City Administrator Relationship

The employment relationship between the City Council and City Administrator recognizes that the City Administrator is the chief executive officer of the City. All dealings with the City Administrator, whether in public or private, should acknowledge the authority of the City Administrator in administrative matters.

The City Administrator must respect and be sensitive to the policy responsibilities of the City Council and acknowledge that the final responsibility for establishing the policy direction of the City is held by the City Council.

4.4.1 Administrative Issues

The City Council is to work through the City Administrator when dealing with management of the City. The City Council should also refrain from attempting to or in influence personnel matters unless otherwise authorized under the Charter or GMC.

4.4.2 Performance Evaluations

The City Council evaluates the City Administrator on an annual basis to ensure that both the City Council and City Administrator are in agreement about performance and goals based upon mutual trust and common objectives. The City Administrator's performance is evaluated in the areas as mutually agreed by the City Council and City Administrator.

4.5 City Council/City Staff Relationship

The primary functions of City Staff are to execute City Council policy and actions and to keep the City Councilors informed. Staff is to take guidance and direction only from the City Administrator or Department Heads. This direction shall follow the policy guidance of the City Council as a whole. Communication with Staff should also follow the guidelines set forth in Section I of the Council Rules.

4.5.1 Political Involvement

Gladstone is a nonpartisan local government. Professional Staff formulates recommendations in compliance with City Council policy and are not to be influenced by political factors. For this reason, it is very important to understand the restrictions of political involvement of Staff.

By working for the City, Staff members do not surrender rights to be involved in political activities during their non-working hours. They may register to vote, sign nominating or recall petitions, and may vote in any election.

There are state law restrictions against the use of public funds, public property or public facilities to support or oppose ballot propositions or individual candidates. The basic concepts to keep in mind are that public facilities should not be used for campaign purposes, and employees should not promote or oppose a ballot measure or a candidate during work hours.

4.6 City Council/ City Attorney Relationship

The City Attorney is appointed by and serves at the pleasure of the City Council as the legal officer of the City. The City Attorney is the legal advisor for the City Council, its Committees, the City Administrator, and all City officers and employees with respect to any legal question involving an official duty or any legal matter pertaining to the affairs of the City. The general legal responsibilities of the City Attorney's Office are to:

1. Provide legal assistance necessary for formulation and implementation of legislative policies and projects;
2. Represent the City's interest in civil litigation, administrative hearings, negotiations and similar proceedings;
3. Prepare or approve as to form ordinances, resolutions contracts and other legal documents to best reflect and implement the purposes and intentions of the City Council; and
4. Keep City Council and City Staff apprised of court rulings and legislation affecting the legal interest of the City as requested by the City Administrator.

It is important to note that the City Attorney does not represent individual members of Council, but rather the City Council as a whole. Requests for legal advice should follow the guidelines set forth in Section P of the Council Rules.

CHAPTER 5 - SUPPORT PROVIDED TO CITY COUNCIL

5.1 Staff/Clerical Support

City Staff and administrative support to members of the City Council is provided through the City Administrator's office.

Secretarial services, including scheduling of appointments, receipt of telephone messages and word processing, can be made available if approved by the Administrator, and/or a special project is approved by the Mayor and City Councilors. Each member of the City Council has a City voicemail and e-mail.

Sensitivity to the workload of support Staff members in the City Administrator's office is appreciated. Please note that individuals may have work assignments with high priority.

5.2 Office Equipment

Standard office equipment, such as phones, copiers and fax machines, are available at City Hall for the City Council's use for City-related business. All use of City equipment is governed by the City's Personnel Handbook.

Please remember, this equipment is used to keep the City running so make sure you have approval and training, as required, before using it.

5.3 Meeting Rooms

Please contact the appropriate City Staff to insure conference rooms are properly scheduled.

5.4 Mail, Deliveries

Members of the City Council receive a large volume of mail and other materials that are delivered primarily through the use of email and individual mailboxes. Individual mail boxes are maintained for each Councilor by the City Administrator's Staff. City Councilors are encouraged to check mailboxes often.

Written letters to the Mayor and/or City Council are usually scanned by the City Administrator's Staff and distributed via email to the entire Council and the City Administrator.

All correspondence to City Councilors is a public record, potentially eligible for release.

See the Communications (Sections 7.3 to 7.5) for procedures regarding City Council correspondence and response to citizens.

CHAPTER 6 - FINANCIAL MATTERS

6.1 City Council Compensation/Reimbursement

The Mayor and City Councilors provide all of their services for no compensation.

Council expenses and reimbursement should follow the guidelines set forth in Section T of the Council Rules.

6.2 Annual Operating Budget, Master Plans and Capital Project Considerations

The City's annual Operating Budget is prepared on a fiscal year basis. The Operating Budget and possible Capital Projects list is prepared each year by the City Administrator.

6.2.1 Annual Budget

State law requires local governments to adopt an annual budget. The budget is a financial plan containing estimates of revenues and expenditures for a fiscal year. The City's budget is the primary tool and road map for accomplishing City goals and priorities. The budget document is the result of one of the most important processes the City undertakes. By adopting the annual budget each June, the City Council makes policy decisions, sets priorities, allocates resources and provides the framework for governmental operations.

The City of Gladstone and Gladstone Urban Renewal budget documents are prepared by the City Administrator which is then reviewed and approved by both the Budget Committee and the City Council prior to each fiscal year end. The Fiscal Year for Gladstone is July 1 to June 30.

As set forth above, typically the City Administrator, acting in the capacity of the City budget officer, prepares a budget and budget message and disseminates that to the Budget Committee in the spring. The Budget Committee must hold at least one public meeting where the public may ask questions about and comment on the budget before the budget is adopted by the Budget Committee. Once approved by the Budget Committee, the City Council must hold a public hearing and adopt the budget, make appropriations and declare and categorize taxes.

6.2.2 Master Plans

The City's goal is to have several Master Plans that address the City's infrastructure needs. The Master Plans currently underway and/or under consideration to be developed include:

1. Storm Water Master Plan
2. Water Master Plan
3. Sanitary Sewer Master Plan

4. Street Pavement Master Plan

After the Master Plans have been completed, the appropriate expenditures will be proposed annually and approved as needed.

6.2.3 Capital Projects

Capital projects for City's facilities and equipment have been reviewed on a as needed basis. A list of projects and their cost is established in the budget packet annually. Department Heads typically request expenditures on a priority/as needed basis. Normally, the City Administrator will bring capital facility/equipment requests to Council after following the appropriate public contracting steps as set forth in the City's Public Contracting Rules and under state law. The City Council will either approve, recommend changes or deny the request.

6.2.4 Monitoring

Expenditures and resources are monitored by the City Administrator and Department Heads, throughout the year to ensure that funds are used in an approved and adopted manner.

The City Council also reviews monthly reports and approves payment of claims.

6.2.5 Evaluation

Oregon law requires an annual independent audit of the City's finances. ORS 297.405 et seq. The City contracts with an accountant whose name is included on the roster prepared and maintained by the Oregon Board of Accountancy. The Oregon Secretary of State (SOS) requires that periodic reports of financial condition and financial operations of the City be prepared and submitted when deemed necessary by the SOS.

6.3 Contracting

The City adopted Public Contracting Rules through Resolution 902. All public contracts and the process used to enter into those contracts must comport with Resolution 902 and state public contracting laws.

6.4 Recognition Policy

The City's Recognition Policy establishes policies and procedures related to expenses incurred for City Council recognition, celebration, retirement or resignation events.

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CHAPTER 7 - COMMUNICATIONS

7.1 Overview

Perhaps the most fundamental role of a City Councilors is communication:

1. Communication with the public to assess community opinions and needs, and to share the vision and goals of the City with constituents; and
2. Communications with City Staff to provide policy direction and to gain an understanding of the implications of various policy alternatives.

7.2 Proclamations

The City prepares two types of proclamations, regular and Mayoral. A regular proclamation goes to the full City Council and is read aloud. The City Council then hands it to a representative from the audience. A Mayoral proclamation is given to the Mayor in his mailbox for signatures and is then usually mailed to the organization.

7.3 Correspondence from City Council Members

Members of the City Council may be called to write letters to citizens, businesses or other public agencies. Typically the Mayor will be charged with transmitting the City's position matters to outside agencies on behalf of the City Council or the City Administrator will do the same for the Mayor.

7.4 Response to Emails

If any City Council member receives an email sent directly to his/her address, the Councilor is not required to share his/her response with the full Council. However, if the Councilor would like the full City Council to be aware of the response, it is up to him/her to copy to the "Council" email address on that response. It needs to be understood that the Oregon Public Records Law applies to emails.

7.5 Response to Paper Letters

All paper letters (whether addressed to all or one) will be scanned and emailed to the full City Council. If the City Administrator deems the letter needs a response he/she will identify a City Staff member to draft a response, except he/she will not send an initial response to the sender. The Staff responder should forward a copy of his/her response to the City Administrator so the City Administrator can forward it to the full City Council.

CHAPTER 8 - CONFLICTS OF INTEREST, ETHICS AND LIABILITY OF ELECTED OFFICIALS

8.1 Overview

Oregon's government ethics laws are set forth in ORS Chapter 244. These laws apply to all public officials,¹ which includes elected city councilors. Under these laws, no public official may use the office, official position or information to obtain a financial gain, other than official salary, honorariums or reimbursement of expenses for themselves, their relatives and members of their households or businesses with which either they or their relatives or members of their households are associated. ORS 244.040.

8.2 Conflicts of Interest

State law also requires public disclosure of actual and potential conflicts of interest and requires public officials to refrain from further participation in official action on the issue that gave rise to an actual conflict of interest. An actual conflict of interest is defined in ORS 244.020(1) and a potential conflict of interest is defined in ORS 244.020(12). In brief, a public official is met with a conflict of interest when participating in official action which could (potential) or would (actual) result in a financial benefit or detriment to the public official, a relative of the public official or a business with which either is associate.

All elected and some appointed officials serving on boards or commissions must state the nature of any actual or potential conflict of interest by publicly announcing it at a Council meeting. If the conflict of interest is an actual conflict, the official must refrain from further participation in official action on the issues that gave rise to an actual conflict of interest. If the conflict is a potential conflict, the official may participate in further official action on the issue that gave rise to the conflict of interest once the public disclosure is made. The public disclosure must be made every time the issue arises. Appointed officials, other than those on boards and commissions, are required to notify the appointive authority of any potential conflict, leaving disposition of the matter to that authority.

8.3 Gifts

The law also prohibits public officials from soliciting or receiving offers of future employment in return for influence. Legislation passed in 2007 and 2009 limits the value of gifts which officials, candidates, or members of their families may receive to an aggregate of \$50 annually from any single source that may have a legislative or administrative interest in the activities of the official. This legislation redefined and expanded the definition of "members of household" and "relatives" as used in the reporting rules as well as explicitly setting forth the exceptions to the term "gift."

¹ "Public official" means any person who *** is serving the State of Oregon or any of its political subdivisions or any other public body as defined in ORS 174.109 as an elected official, appointed official, employee or agent, irrespective of whether the person is compensated for the services.

8.4 Reporting Requirements

State law also imposes reporting requirements on City Councilors. These public officials are required to file Annual Verified Statements of Economic Interest that become public records. These reports must be filed by April 15th every year disclosing, among other things, any expenses reimbursed with an aggregate value exceeding \$50, all honoraria received with a value exceeding \$15, and each source of income in excess of \$1,000 from an individual or business that could have an administrative or legislative interest. The rules no longer require the listing of the names of adult family members and relatives in the statements. The income reporting requirements were also amended so that if there is no potential administrative or legislative interest in a source of income then the reporting requirement is limited to a listing of those sources that produce 10% or more of a public official's annual household income.

State law also prohibits nepotism in the form of a public official's participation in the hiring, firing, promoting or demoting of relatives and members of the household by the agency of the public official. This does not apply to volunteer positions. Direct supervision is also forbidden.

The Oregon Government Ethics Commission administers the conflicts of interest law, including investigation of infractions, imposition of penalties and issuance of advisory opinions. In addition to civil sanctions, some conflicts of interest may subject public officials to criminal penalties.

8.5 Quasi-Judicial Matters

In quasi-judicial matters, the public has a right to have hearing-body members free from prehearing or *ex-parte* contacts on matters heard by them. Quasi-judicial matters are typically limited to applications before the Council for approval (e.g., conditional use permit, design review, other land use matters). If contacts are made prior to a hearing but do not impair the member's impartiality, the member may so state and participate and vote on the matter. Likewise, members of a hearing body must be free from having any bias, such as a financial interest or a close personal relationship, which affects their ability to render an impartial decision. Finally, members of hearing bodies must decide quasi-judicial matters based upon the record presented to them and may not conduct their own investigations or research.

8.6 Personal Liability

Under some circumstances, public officials may be personally liable. Tort actions may be brought against them. Torts are injuries or wrongs done to the person or property of another. The personal liability of public officials is governed primarily by the Oregon Tort Claims Act (ORS 30.260 to 30.300), and Section 1983 of Chapter 42 of the United States Code. Under the Act, public officials are defended and held harmless by their

public body for actions taken in their official capacity, as long as they are acting within the scope of their authority.

Members of the Council can best protect themselves from personal liability by soliciting and following the advice of the City Attorney. Additionally, new legislation provides a public official the option of establishing a legal defense fund. The same quarterly deadlines mentioned above apply to the filing of statements of contributions and expenses to the legal defense fund.

CHAPTER 9 - LEAVING OFFICE

9.1 Return of Materials and Equipment

During their services the City Council, members may have acquired or been provided with equipment such as computers or other items entailing a significant expense, as well as keys, etc. These items are to be returned to the City at the conclusion of a Council member's term.

9.2 Filling Council Vacancies

A City Council seat shall be deemed vacant upon the incumbent's death; court-ordered incompetence; conviction of a felony, other offense pertaining to the office held, or unlawful destruction of public records; resignation; recall from office, or ceasing to possess the qualifications for the office; upon the failure of the person elected or appointed to the office to qualify therefore within ten days after the time for their term of office to comment; and upon a declaration by Council of a vacancy. Gladstone City Charter Section 32.

In the event a Councilor resigns, they should submit a letter to the City Council, Mayor and City Staff that clearly states their intention to resign and the effective date.

9.3 Appointment Process

When a vacancy occurs, the open position will be advertised in the Gladstone City Newsletter and local media outlets. The application, prescribed by the City Council, will be completed and submitted by the due date. A resume maybe included with the submitted application but is not mandatory. The remaining Mayor and Council members will review the applications received. At the designated City Council meeting, the applicants will have an opportunity to introduce themselves and make a short presentation, if they desire. Each member of the Council will exercise one vote. The applicant who receives a majority of the votes will be appointed as the new City Councilor. If there is a tie or an applicant does not receive a majority of votes then the Council members may discuss the reasoning of their selection with the possibility of a member changing his/her vote so a majority vote is reached. However, if after a discussion and revote a majority is still lacking or there is still a tie, only the two applicants receiving the most votes will move on if three or more applicants received votes. If a stalemate still persists then the Council may ask for additional applicants to select from.

APPENDIX A – City of Gladstone Policies & Procedures (List)

Gladstone Municipal Code

City Mission Statement – Amended Approved September 2012

City Vision Statement – Amended Approved September 2012

City Values Statement – Amended Approved September 2012

Gladstone Accounts Payable Policy

Public Policy on Policing for the City of Gladstone – January 6, 2010

Gladstone Comprehensive Plan – Goals, Objectives, Policies and Implementation Strategies – Updated October 2006

Gladstone Comprehensive Plan – Inventory and Analysis – April 1979

Gladstone Personnel Handbook – January 2013

Gladstone City Council Rules – August 2013

APPENDIX B – Other References (List)

Handbook for Oregon City Councilors – Updated January 2004

Oregon Government Standards and Practices Law – A Guide for Public Officials

The New Roberts Rules of Order

APPENDIX C – City Charter

CHARTER

Note

*Note: The Charter was approved at the general election held November 6, 1984.

To provide for the government of the City Gladstone, Clackamas County, Oregon; and to repeal all Charter provisions of the city enacted prior to the time that this Charter takes effect, except as hereinafter provided in Section 4.

**BE IT ENACTED BY THE PEOPLE OF THE CITY OF GLADSTONE,
CLACKAMAS COUNTY, OREGON:**

CHAPTER I NAME AND BOUNDARIES

Section 1. Title of Enactment. This enactment shall be referred to as the City of Gladstone Charter of 1984.

Section 2. Name of City. The municipality of Gladstone, Clackamas County, Oregon, shall continue to be a municipal corporation with the name City of Gladstone, Oregon.

Section 3. Boundaries. The city shall include all territory encompassed by its boundaries as they now exist or hereafter are modified by voters, by the council, or by any other agency with legal power to modify them. The city shall keep at the city hall at least two copies of this Charter in each of which shall be maintained an accurate, up-to-date description of the boundaries. The copies and descriptions shall be available for public inspection at any time during regular office hours.

CHAPTER II POWERS

Section 4. Powers of the City. The city shall have all powers which the constitutions, statutes, and common law of the United States and of this state expressly or implied grant or allow municipalities, as fully as though this charter specifically enumerated each of those powers.

Section 5. Construction of Charter. In this charter no mention of a particular power shall be construed to be exclusive or to restrict the scope of the powers which the city would have if the particular power were not mentioned. The charter shall be liberally construed to the end that the city may have all powers necessary or convenient for the conduct of its municipal affairs, including all powers that cities may assume pursuant to state laws and to the municipal home rule provisions of the state constitution.

CHAPTER III FORM OF GOVERNMENT

Section 6. Where Powers Vested. Except as this chapter provides otherwise, all powers of the city shall be vested in the council.

Section 7. City Council. The council shall be composed of a mayor and six council members elected from the city at large and by position number.

Section 8. Council Members. Each council position shall bear a number from one through six and all candidates for council positions shall designate on their nomination petition the number of the council position to which they seek election. No candidate may run for more than one position at an election. The council members whose terms of office expire January, 1986, shall be assigned positions No. 1,3 and 5. The council members whose terms of office expire January, 1985, shall be assigned positions No. 2,4 and 6. The council members in office at the time this charter is adopted shall continue in office, each until the end of the term of office as fixed by the charter of the city in effect at the time this charter is adopted. Council members shall be elected for a term of four years at each biennial general election thereafter for vacancies that have occurred or to fill unexpired terms.

Section 9. Mayor. At the biennial general election held in 1986, and every fourth year thereafter, a mayor shall be elected for a term of four years. The term of office of the mayor incumbent at the time this charter is adopted shall continue until January, 1987.

Section 10. Appointed Officers. Officers of the city, reporting directly to the city council, shall be a Municipal Judge, City Administrator, and City Attorney, and such other appointed officers as the council deems necessary. Each of these officers shall be appointed and may be removed by the mayor, with the consent of the council. Said officers shall be subject to performance evaluations no less than every four years.

Section 11. Compensation. The compensation for the services of each appointed city officer and employee shall be the amount fixed by the council.

Section 12. Qualifications of Officers. No person shall be eligible for an elective office of the city unless at the time of his election he is a qualified elector within the meaning of the state constitution and has resided in the city during the 12 months immediately preceding the election and maintains continuous residency during the term of office. The council shall be final judge of the qualifications and election of its own members.

CHAPTER IV COUNCIL

Section 13. Meetings. The council shall hold a regular meeting at least once each month in the city at a time and at a place which it designates. Meetings of the council may also be held at any time by consent of a majority of the members of the council. The mayor or three members of the council may, by giving notice thereof to all available members of

the council, call an emergency meeting of the council. The council shall adopt rules for the government of its members and proceedings.

Section 14. Quorum. A majority of members of the council shall constitute a quorum for its business.

Section 15. Record of Proceedings. The council shall cause a record of its proceedings to be kept. Upon the request of any of its members, and ayes and nays upon any questions before it shall be taken and entered in the record.

Section 16. Proceedings to be Public. No action by the council shall have legal effect unless the motion for the action and the vote by which it is disposed of take place at proceedings open to the public.

Section 17. Mayor's Functions at Council Meetings. The mayor shall be chairman of the council and preside over its deliberations. The mayor shall be a voting member of the council. He shall have authority to preserve order, enforce the rules of the council, and determine the order of the business under the rules of the council.

Section 18. President of the Council. At its first meeting after this charter takes effect and thereafter at its first meeting of each odd-numbered year, the council shall elect by ballot a president from its membership. Upon the mayor's absence from a council meeting, the president shall preside. Whenever the mayor is unable to perform the functions of his office, the president shall act as mayor.

Section 19. Vote Required. Except as this charter otherwise provides, the concurrence of a majority of the council members present at a council meeting shall be necessary to decide any question before the council.

CHAPTER V POWERS AND DUTIES OF OFFICERS

Section 20. Mayor. The mayor shall oversee the general affairs of the city. The mayor shall appoint, with the approval of the council, the committees provided by the rules of the council. He shall sign all records of proceedings approved by the council. He shall have no veto power.

Section 21. City Administrator.

- (a) The City Administrator shall be the administrative head of the government of the city.
- (b) Term. The City Administrator shall be appointed for an indefinite term and may be removed at the pleasure of the council.
- (c) Powers and Duties. The powers and duties of the City Administrator shall be those set forth by the council.

Section 22. Municipal Judge.

(a) The council may appoint a municipal judge who serves at the pleasure of the council. The municipal judge shall be a member in good standing of the Oregon State Bar.

(b) Powers and Duties. He shall hold within the city a court known as the municipal court for the City of Gladstone, Clackamas County, Oregon. The court shall be open for the transaction of judicial business at times specified by the council. All area within the city shall be within the territorial jurisdiction of the court. The municipal judge shall exercise original and exclusive jurisdiction over all crimes and offenses defined and made punishable by ordinances of the city and all actions brought to recover or enforce forfeitures or penalties defined or authorized by ordinance of the city. He shall have authority to issue process for the arrest of any person accused of an offense against the ordinances of the city, to commit any such person to jail or admit him to bail pending trial, to issue subpoenas, to compel witnesses to appear and testify in court on the trial of any cause before him, to compel obedience to such subpoenas, to issue any process necessary to carry into effect the judgments of the court, and to punish witnesses and others for contempt of court. In addition, the municipal judge shall have such jurisdiction and powers as set forth in the state statutes. When not governed by ordinances of this charter, all proceedings in the municipal court for the violation of a city ordinance shall be governed by the applicable general laws of the state governing justices of the peace and justice courts.

Section 23. City Attorney.

The council may appoint a City Attorney who serves at the pleasure of the council and serves as the legal officer of the city. The City Attorney shall be a member in good standing of the Oregon State Bar.

(a) Powers and Duties. The powers and duties of the City Attorney shall be those set forth by the council.

CHAPTER VI ELECTIONS

Section 24. Regular Elections. Regular city elections shall be held at the same times and places as biennial general state elections, in accordance with applicable state election laws.

Section 25. Notice of Regular Elections. At least ten days notice of each regular city election shall be given by posting notice thereof at a conspicuous place in the City Hall and two notices at conspicuous places in the City of Gladstone, Oregon. The notice shall

state the officers to be elected, the ballot title of each measure to be voted upon and the time and place of the election.

Section 26. Special Elections. The council shall provide the time, manner and means for holding any special election. At least ten days notice of each special election shall be given in the manner provided by the action of the council ordering the election.

Section 27. Regulations of Elections. Except as this charter provides otherwise and as the council provides otherwise by ordinances relating to elections, the general laws of the state shall apply to the conduct of all city elections, canvasses and recounts of the returns therefrom, and contests thereof.

Section 28. Tie Votes. In the event of a tie vote for candidates-for an elective office, the successful candidate shall be determined by a public drawing of lots in a manner prescribed by council.

Section 29. Commencement of Terms of Office. The term of office of a person elected at a regular city election shall commence the first meeting of the year immediately following the election.

Section 30. Oath of Office. Before entering upon the duties of his office, each officer shall take an oath or shall affirm that he will support the constitutions, charters and laws of the United States, the State of Oregon and the City of Gladstone, and that he will faithfully perform the duties of his office.

Section 31. Nominations. The council shall provide by ordinance the mode for nominating elective officers, provided any qualified person may be nominated by petition filed by 25 legal voters of the city.

CHAPTER VII VACANCIES IN OFFICE

Section 32. What Creates Vacancy. An office shall be deemed vacant upon the incumbent's death; court-ordered incompetence; conviction of a felony, other offense pertaining to his office, or unlawful destruction of public records; resignation, recall from office; or ceasing to possess the qualifications for the office; upon the failure of the person elected or appointed to the office to qualify therefore within ten days after the time for his term of office to commence; and upon a declaration by the council of the vacancy.

Section 33. Filling of Vacancies. Vacant elective offices in the city shall be filled by appointment. A majority vote of the council shall be required to validate the appointment. The appointee's term shall begin immediately upon his appointment and shall continue until the beginning of the year following the next general biennial election and until his successor is qualified, and his successor for the unexpired term shall be chosen at the next general biennial election after said appointment. During the temporary disability of any

officer or during his absence temporarily from the city for any cause, his office may be filled pro tem in the manner provided for filling vacancies in office permanently.

CHAPTER VIII ORDINANCES

Section 34. Enacting Clause. The enacting clause of all ordinances hereafter enacted shall be, "The City of Gladstone ordains as follows:"

Section 35. Mode of Enactment.

- (1) Except as provided in the second and third paragraphs of this section, every ordinance of the council shall, before being put upon its final passage, be read fully and distinctly in open council meeting on two different days.
- (2) Except as the third paragraph of this section provides to the contrary, an ordinance may be enacted at a single meeting of the council by unanimous vote of the council members present, upon being read first in full and then by title.
- (3) Any of the readings may be by title only if no council member present at the meeting requests to have the ordinance read in full or if a copy of the ordinance is provided for each council member and three copies are provided for public inspection at City Hall not later than one week before the first reading of the ordinance, and if notice of their availability is given forthwith upon the filing, by written notice posted at the City Hall and two other public places in the city or by advertisement in a newspaper of general circulation in the city. An ordinance enacted after being read by title alone may have no legal effect if it differs substantially from its terms as it was thus filed prior to such reading unless each section incorporating such a difference is read fully and distinctly in open council meeting as finally amended prior to being approved by the council.
- (4) Upon the final vote on an ordinance, the ayes and nays of the members shall be taken and entered in the record of proceedings.
- (5) Upon the enactment of an ordinance, an officer of the city, as designated by the council, shall sign it with the date of its passage and his name and title of office.

Section 36. When Ordinance Takes Effect. Any ordinance enacted by the council shall take effect on the 30th day after its enactment. When the council deems it advisable, however, an ordinance may provide a different time for it to take effect, and in case of an emergency, it may take effect immediately.

CHAPTER IX PUBLIC IMPROVEMENTS

Section 37. Condemnation. Any necessity of taking property for the city by condemnation shall be determined by the council and declared by a resolution of the council describing the property and stating the uses to which it shall be devoted.

Section 38. Improvements. The procedure for making, altering, vacating, or abandoning a public improvement shall be governed by general ordinance or, to the extent not so governed, by the applicable general laws of the state. Action on any proposed public improvement, except a sidewalk or except an improvement unanimously declared by the council to be needed at once because of an emergency, shall be suspended for six months upon a remonstrance thereto by the owners of three-fifths of the area to be specifically assessed therefore. In this section "owner" shall mean the record holder of legal title or, where land is being purchased under a land sale contract recorded or verified to the city in writing by the record holder of legal title to the land, the purchaser shall be deemed the "owner".

Section 39. Special Assessments. The procedure for levying, collecting, and enforcing the payment of special assessments for public improvements or other services to be charged against real property shall be governed by general ordinance.

Section 40. Bids. Competitive procurement methods shall be adopted by ordinance.

CHAPTER X MISCELLANEOUS PROVISIONS

Section 41. Debt Limit. Except by consent of the voters, the city's voluntary floating indebtedness shall not exceed \$5,000. For purposes of calculating the limitation, however, the legally authorized debt of the city in existence at the time this charter takes effect shall not be considered. All city officials and employees who create or officially approve any indebtedness in excess of this limitation shall be jointly and severally liable for the excess.

Section 42. Bonded Indebtedness. Except as authorized by general state law, the city shall not issue and sell general obligation bonds unless authorized by the consent of a majority of the voters at an election. This restriction shall not apply to the issuance and sale of general obligation improvement bonds.

Section 43. Grammatical Interpretation. The following grammatical rules shall apply in this charter, unless it is apparent from the context that a different construction is intended:

- (a) Gender: Each gender includes the masculine, feminine and neuter genders.
- (b) Singular and Plural: The singular number includes the plural and the plural includes the singular.
- (c) Tenses: Words used in the present tense include the past and the future tenses and vice versa, unless manifestly inapplicable.

Section 44. Garbage Burning. The City Attorney is directed to prevent the discharge of cancer-causing agents, lead or mercury from garbage burning within one mile of schools in Gladstone.

Section 45. Existing Ordinances Continued. All ordinances of the city consistent with this charter and in force when it takes effect shall remain in effect until amended or repealed.

Section 46. Repeal of Previously Enacted Provisions.

All charter provisions of the city enacted prior to the time that this charter takes effect are hereby repealed.

Section 47. Time of Effect of Charter. This charter shall take effect 30 days after its approval by the voters of the City of Gladstone.

City of Gladstone

Month: October 2013

Payroll	10/31/13	Check	# 74556 - 74600	30,850.53	Payroll
	10/31/13	Direct Deposit		143,669.63	Payroll
				174,520.16	Total

Manual/ Machine/ Month End Checks

	10/3/13	Check	# 74404 - 74407	3,202.08	Misc AP
	10/14/13	Check	# 74544 - 74549	20,503.38	Misc AP
	10/17/13	Check	# 74550 - 74551	1,390.37	Misc AP
	10/18/13	Check	# 74552 - 74553	53,201.85	Misc AP
	10/31/13	Check	# 74601 - 74616	88,086.06	Month End
				166,383.74	Total

Urban Renewal Checks

	10/9/13	Check	# 5463 - 5464	8,532.58	Misc UR
	10/14/13	Check	# 5465	2,550.00	Misc UR
				11,082.58	Total

Outstanding Invoices

	11/13/13	Checks	Preliminary	168,961.83	
					Total

October Monthly 520,948.31 Total

Council Approval



JEGJ

Payroll

G/L Distribution Report

User: anderson

Batch: 00001.10.2013 COMPUTER

City of Gladstone



Account Number	Debit Amount	Credit Amount	Description
Section 1 001	GENERAL FUND		
Section 2 000			
001-000-140000	57,426.86	0.00	CASH IN BANK
001-000-290000	0.00	143,669.63	DIRECT DEPOSIT LIABILITIES
001-000-290001	0.00	29,683.27	FEDERAL WITHHOLDING W/H
001-000-290002	0.00	39,841.88	SOCIAL SECURITY W/H
001-000-290003	0.00	17,123.05	STATE TAX W/H
001-000-290004	0.00	270.68	WBF WORKDAY ASSESS
001-000-290005	0.00	1,822.80	UNEMPLOYMENT
001-000-290007	0.00	1,858.51	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	1,972.35	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	38,399.83	RETIREMENT/PERS
001-000-290112	0.00	3,847.90	RETIREMENT
001-000-290114	0.00	1,000.00	FIREFIGHTER HOUSE DUES
001-000-290115	0.00	954.46	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:	57,426.86	347,813.87	
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	11,847.78	0.00	PAYROLL COSTS
Section 2 Total:	37,633.05	0.00	
Section 2 022	MUNICIPAL COURT		
001-022-102500	3,190.67	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	2,711.38	0.00	ASSISTANT COURT CLERK
Section 2 Total:	10,570.63	0.00	
Section 2 024	POLICE DEPARTMENT		
001-024-102500	45,778.72	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	6,102.72	0.00	POLICE DETECTIVE
001-024-142500	5,476.80	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	5,216.00	0.00	POLICE OFFICER
001-024-146000	5,487.44	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	2,041.71	0.00	MUNICIPAL ORDINANCE SPECIALIST
001-024-150000	3,671.00	0.00	POLICE RECORDS CLERK
001-024-152500	5,837.83	0.00	OVERTIME
001-024-152600	2,234.41	0.00	TRAINING OVERTIME
Section 2 Total:	141,692.31	0.00	
Section 2 025	FIRE DEPARTMENT		
001-025-102500	6,121.35	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	21,428.34	0.00	ON-CALL FIREFIGHTERS
Section 2 Total:	35,316.75	0.00	
Section 2 026	PARK DEPARTMENT		
001-026-102500	3,083.63	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:	8,410.29	0.00	
Section 2 028	SENIOR CENTER		
001-028-102500	5,386.43	0.00	PAYROLL COSTS
001-028-208500	5,863.00	0.00	SENIOR CENTER MANAGER
001-028-209500	2,407.10	0.00	TRAM DRIVER

Account Number	Debit Amount	Credit Amount	Description
001-028-210000	1,088.71	0.00	OFFICE ASSISTANT
001-028-210500	2,144.88	0.00	NUTRITION CATERER
Section 2 Total:	16,890.12	0.00	
Section 2 029	LIBRARY		
001-029-102500	11,293.47	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	3,976.64	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	520.26	0.00	LIBRARY AIDE
001-029-223500	2,459.42	0.00	ON CALL LIB ASSISTANT
Section 2 Total:	39,873.86	0.00	
Section 1 Total:	347,813.87	347,813.87	
Section 1 003	SEWER FUND		
Section 2 000	LIBRARY		
003-000-140000	0.00	19,489.84	CASH IN BANK
Section 2 Total:	0.00	19,489.84	
Section 2 003	SEWER DEPARTMENT		
003-003-102500	6,005.80	0.00	PAYROLL COSTS
003-003-300300	2,318.40	0.00	PUBLIC WORKS SUPERVISOR
003-003-300700	2,633.12	0.00	UTILITY WKR, JOURNEY/MAINT TECH
003-003-301000	4,780.88	0.00	UTILITY WORKER
003-003-301200	3,751.64	0.00	ACCOUNT CLERK
Section 2 Total:	19,489.84	0.00	
Section 1 Total:	19,489.84	19,489.84	
Section 1 004	WATER FUND		
Section 2 000	SEWER DEPARTMENT		
004-000-140000	0.00	21,707.27	CASH IN BANK
Section 2 Total:	0.00	21,707.27	
Section 2 004	WATER DEPARTMENT		
004-004-102500	6,733.35	0.00	PAYROLL COSTS
004-004-400300	1,987.21	0.00	PUBLIC WORKS SUPERVISOR

Account Number	Debit Amount	Credit Amount	Description
004-004-400700	2,633.11	0.00	UTILITY WKR,JOURNEY/MAINTENANC
004-004-401000	4,664.27	0.00	UTILITY WORKER, JOURNEY
004-004-401500	4,710.91	0.00	UTILITY WORKER, JOURNEY
004-004-402500	978.42	0.00	OVERTIME
Section 2 Total:	21,707.27	0.00	
Section 1 Total:	21,707.27	21,707.27	
Section 1 005	ROAD & STREET FUND		
Section 2 000	WATER DEPARTMENT		
005-000-140000	0.00	11,033.84	CASH IN BANK
Section 2 Total:	0.00	11,033.84	
Section 2 005	STREET DEPARTMENT		
005-005-102500	3,431.38	0.00	PAYROLL COSTS
005-005-501500	1,656.00	0.00	PUBLIC WKS SUPERVISOR
005-005-502000	5,255.43	0.00	UTILITY WORKER, JOURNEY
005-005-502500	691.03	0.00	OVERTIME
Section 2 Total:	11,033.84	0.00	
Section 1 Total:	11,033.84	11,033.84	
Section 1 008	POLICE/COMMUNC LEVY FUND		
Section 2 000	STREET DEPARTMENT		
008-000-140000	0.00	27,638.93	CASH IN BANK
Section 2 Total:	0.00	27,638.93	
Section 2 008	POLICE/COMMUNC LEVY DEPT		
008-008-102500	8,758.32	0.00	PAYROLL COSTS
008-008-800500	5,675.87	0.00	SCHOOL RESOURCE OFFICER
008-008-801500	4,978.32	0.00	POLICE OFFICER
008-008-802500	2,041.72	0.00	MUNICIPAL ORDINANCE SPECIALIST
008-008-802700	4,378.00	0.00	EXECUTIVE ASSISTANT
008-008-803000	1,806.70	0.00	OVERTIME
Section 2 Total:	27,638.93	0.00	
Section 1 Total:	27,638.93	27,638.93	
Section 1 009	FIRE/EMERG SERVICES LEVY FUND		
Section 2 000	POLICE/COMMUNC LEVY DEPT		

Account Number	Debit Amount	Credit Amount	Description
009-000-140000	0.00	8,407.51	CASH IN BANK
Section 2 Total:	0.00	8,407.51	
Section 2 009	FIRE/EMERG SERVICES DEPT		
009-009-102500	2,640.61	0.00	PAYROLL COSTS
009-009-900500	5,449.00	0.00	VOLUNTEER FIRE COORDINATOR
009-009-901500	317.90	0.00	SEASONAL HBLP
Section 2 Total:	8,407.51	0.00	
Section 1 Total:	8,407.51	8,407.51	
Report Total:	436,091.26	436,091.26	

JES3

Clearing House Distribution Report



User: anderson
Printed: 10/28/2013 - 11:49AM
Batch: 00001.10.2013

Account Number	Debit	Credit	Account Description
001-000-140000	0.00	143,669.63	CASH IN BANK
001-000-290000	143,669.63	0.00	DIRECT DEPOSIT LIABLITIES
	<hr/>	<hr/>	
	143,669.63	143,669.63	
	<hr/>	<hr/>	
Report Totals:	143,669.63	143,669.63	
	<hr/>	<hr/>	

Accounts Payable

Checks by Date - Summary by Check Date

User: anderson
Printed: 11/7/2013 10:23 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
74404	02915	Union Security Insurance	10/03/2013	192.83
74405	08371	Scott Tabor	10/03/2013	536.75
74406	08802	US Bank	10/03/2013	2,092.50
74407	08913	Van Meter and Associates	10/03/2013	380.00
Total for 10/3/2013:				3,202.08
Report Total (4 checks):				3,202.08

Accounts Payable

Checks by Date - Summary by Check Date

User: anderson
Printed: 11/7/2013 10:24 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
74544	01893C	Comcast Cable	10/14/2013	104.85
74545	03863S	Independent Actuaries Inc.	10/14/2013	2,500.00
74546	03958	Integra Telecom	10/14/2013	1,017.07
74547	04810	Merina and Company LLP	10/14/2013	10,200.00
74548	05706	One Call Concepts Inc	10/14/2013	68.36
74549	07021	Portland General Electric	10/14/2013	6,613.10
Total for 10/14/2013:				20,503.38
Report Total (6 checks):				20,503.38

Accounts Payable

Checks by Date - Summary by Check Date

User: anderson
Printed: 11/7/2013 10:26 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
74550	08830	US Postal Service	10/17/2013	1,190.37
74551	01810	Classic Pool & Spa	10/17/2013	200.00
Total for 10/17/2013:				1,390.37
74552	01339	CIS/EBS Trust	10/18/2013	53,037.02
74553	03226	Gladstone Municipal Court	10/18/2013	164.83
Total for 10/18/2013:				53,201.85
Report Total (4 checks):				54,592.22

Accounts Payable

Checks by Date - Summary by Check Date

User: anderson
Printed: 11/7/2013 10:27 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
74601	01893A	Comcast Cable	10/31/2013	124.85
74602	01893D	Comcast Cable	10/31/2013	134.41
74603	01893F	Comcast Cable	10/31/2013	6.30
74604	02657	Axa Equitable/Equi-Vest	10/31/2013	6,257.12
74605	02659	Axa Equitable RIA	10/31/2013	3,610.19
74606	02661	Axa Equitable/EVLICO	10/31/2013	237.71
74607	03271	Gladstone Vol Fire Dept	10/31/2013	1,000.00
74608	03333P	Green, Irene	10/31/2013	227.89
74609	03958	Integra Telecom	10/31/2013	1,035.05
74610	05396A	Nextel/Sprint	10/31/2013	426.38
74611	05521	Northwest Natural	10/31/2013	629.52
74612	05641	Oak Lodge Sanitary Dist.	10/31/2013	70,628.27
74613	05681M	Office Of The Trustee	10/31/2013	640.00
74614	05746	Oregon AFSCME Council #75	10/31/2013	916.50
74615	08802	US Bank	10/31/2013	1,906.21
74616	08995	Kevin Voss	10/31/2013	305.66
Total for 10/31/2013:				88,086.06
Report Total (16 checks):				88,086.06

Accounts Payable

Checks by Date - Summary by Check Date

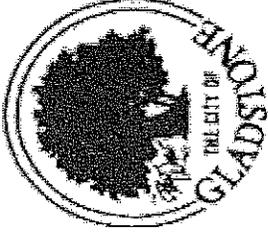
User: anderson
Printed: 11/7/2013 10:40 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
5463	03303S	Government Ethics Commission	10/09/2013	82.58
5464	08476	Timberline Development	10/09/2013	8,450.00
Total for 10/9/2013:				8,532.58
5465	04810	Merina and Company LLP	10/14/2013	2,550.00
Total for 10/14/2013:				2,550.00
Report Total (3 checks):				11,082.58

Accounts Payable Outstanding Invoices

User: anderson
 Printed: 11/7/2013 - 10:16 AM
 Date Range: 11/13/2013 to 11/13/2013
 Date Type: Current



Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
Vendor 00160 001-029-225000	364.00	63341	10/31/2013	A Better Glass Shop A Better Glass/Services				11/13/2013
Vendor Total:	364.00							
Vendor 00162 005-005-504000	56.25	39406	10/31/2013	Able Radiator Able Radiator/Services				11/13/2013
Vendor Total:	56.25							
Vendor 00170 004-004-406500	2,068.23	1145	10/31/2013	Accurate Electric of Oregon I Accurate Electric/Kirkwood				11/13/2013
Vendor 005-507000	7,772.53	1148	10/31/2013					11/13/2013
Vendor Total:	9,840.76							
Vendor 00185 005-005-507000	844.00	G24771994 10.	10/31/2013	Ace USA Ace USA/Services				11/13/2013
Vendor Total:	844.00							
Vendor 00282 001-025-178500	621.00	47864	10/31/2013	Adventist Medical Center Adventist Health/Exams				11/13/2013
Vendor Total:	621.00							
Vendor 00283M 001-024-157000	45.63	110513	10/31/2013	Aikin, Maria Aikin/Reimbursement				11/13/2013
Vendor 001-024-161000	64.00	11051b	10/31/2013					11/13/2013
Vendor Total:	109.63							
Vendor 00345M 001-029-231500	89.06	PLS64886452	10/31/2013	Alliance Entertainment Alliance Ent/Non Print				11/13/2013
Vendor Total:	89.06							
Vendor 00346G				All-Ways Towing All-Ways/Towing				

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
001-024-161000	170.00	54127 10/22	10/31/2013					11/13/2013
Vendor Total:	170.00							
Vendor 00367A				Amazon/Purchases				
001-029-231500	19.86	021181259161	10/31/2013					11/13/2013
001-029-231500	51.56	275047954340	10/31/2013					11/13/2013
001-029-229500	15.21	160856337815	10/31/2013					11/13/2013
001-029-231500	29.99	186857890104	10/31/2013					11/13/2013
001-029-229500	7.21	124424652727	10/31/2013					11/13/2013
001-029-229500	7.50	129213714972	10/31/2013					11/13/2013
001-029-229500	12.47	034059391592	10/31/2013					11/13/2013
001-029-231500	52.77	207766436636	10/31/2013					11/13/2013
001-029-229500	14.04	147488022308	10/31/2013					11/13/2013
001-029-229500	91.49	162855414834	10/31/2013					11/13/2013
001-029-231500	29.99	013884450200	10/31/2013					11/13/2013
001-029-231500	40.98	241499087034	10/31/2013					11/13/2013
001-029-231500	19.14	200700046946	10/31/2013					11/13/2013
001-029-231500	26.36	283470034176	10/31/2013					11/13/2013
001-029-229500	2.64	056750328152	10/31/2013					11/13/2013
001-029-229500	60.53	200707018610	10/31/2013					11/13/2013
001-029-228500	8.84	199968752022	10/31/2013					11/13/2013
Vendor Total:	490.58							
Vendor 00436L				Amicus/Books				
001-029-230500	1,764.50	106875	10/31/2013					11/13/2013
Vendor Total:	1,764.50							
Vendor 00438				Alexin Labs/Water Tests				
004-004-406500	288.00	15609	10/31/2013					11/13/2013
Vendor Total:	288.00							
Vendor 00444				Anderson Roofing/Sealing				
001-029-225000	243.21	1131249	10/31/2013					11/13/2013
Vendor Total:	243.21							
Vendor 00603				Backflow Mgmt/Quality				
004-004-414500	760.00	6818	10/31/2013					11/13/2013
Vendor Total:	760.00							
Vendor 00616				Baker & Taylor/Purchases				
001-029-230500	148.29	4010665538	10/31/2013					11/13/2013
001-029-230500	862.00	4010674198	10/31/2013					11/13/2013
001-029-230500	849.90	4010684102	10/31/2013					11/13/2013

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
001-029-230500	187.36	4010680022	10/31/2013					11/13/2013
001-029-231500	100.66	4010671906	10/31/2013					11/13/2013
001-029-230500	43.18	4010675397	10/31/2013					11/13/2013
001-029-230500	723.83	4010680009	10/31/2013					11/13/2013
001-029-230500	523.22	4010667240	10/31/2013					11/13/2013
001-029-230500	930.08	4010667224	10/31/2013					11/13/2013
001-029-231500	76.05	4010661145	10/31/2013					11/13/2013
001-029-231500	116.97	4010656452	10/31/2013					11/13/2013
001-029-230500	88.91	4010670629	10/31/2013					11/13/2013
001-029-230500	989.00	0000138828	10/31/2013					11/13/2013
001-029-230500	105.30	4010663369	10/31/2013					11/13/2013
001-029-231500	10.26	4010663369	10/31/2013					11/13/2013
001-029-230500	392.85	4010657739	10/31/2013					11/13/2013
001-029-225500	35.84	4010657739	10/31/2013					11/13/2013
001-029-230500	144.45	4010656460	10/31/2013					11/13/2013
001-029-225500	17.60	4010656460	10/31/2013					11/13/2013
Vendor Total:	6,336.75							
Vendor 06629M				Barbur/Atty Indigent Clients				
001-022-123500	375.00	110413	10/31/2013					11/13/2013
Vendor Total:	375.00							
Vendor 00639				Batteries Plus/Supplies				
001-025-175500	269.99	213-1048889-C	10/31/2013					11/13/2013
Vendor Total:	269.99							
Vendor 00650				BBC Steel/Supplies				
001-025-173000	160.00	13090143	10/31/2013					11/13/2013
Vendor Total:	160.00							
Vendor 00734				Beloof/Conference Expenses				
001-022-124500	214.38	103113	10/31/2013					11/13/2013
Vendor Total:	214.38							
Vendor 00736				Beck Electric/Services				
001-025-175500	96.00	17870	10/31/2013					11/13/2013
Vendor Total:	96.00							
Vendor 00875A				Blumenthals/Uniforms				
001-025-174500	10.45	28100	10/31/2013					11/13/2013
Vendor Total:	10.45							

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
Vendor 00993 003-003-307500	940.75	53202566	10/31/2013	Brown & Caldwell/Services				11/13/2013
Vendor Total:	940.75							
Vendor 01140 001-024-161500	542.50	172	10/31/2013	Carbone's Custom Firearms/Firearms				11/13/2013
Vendor Total:	542.50							
Vendor 01230 001-024-161000	435.00	093013	10/31/2013	Central City Concern/Detox				11/13/2013
Vendor Total:	435.00							
Vendor 01320 005-005-509200	138.00	8124	10/31/2013	Chuck's Heating/Services				11/13/2013
Vendor Total:	138.00							
Vendor 01343 001-024-161000	60.92	8400525171	10/31/2013	Cintas Document/Services				11/13/2013
Vendor 01576 001-021-107000	2,777.61	25131	10/31/2013	Clack City DOT/Planning				11/13/2013
Vendor Total:	84.96							
Vendor 01621 008-008-816480	2,957.61			Clack City Finance/Dispatch Service				11/13/2013
Vendor 01640 001-026-194000	207.00	0360437	10/31/2013	Clack City Comm Health/Services				11/13/2013
Vendor Total:	207.00							
Vendor 01665 001-026-191500	480.00	38942	10/31/2013	Clack City Veterinary/K9 Expenses				11/13/2013
Vendor Total:	480.00							
Vendor 01640 001-026-191500	1,300.00	37674	10/31/2013	Clack City Veterinary/K9 Expenses				11/13/2013
Vendor Total:	18,999.68							
Vendor 01640 001-026-194000	207.00	0360437	10/31/2013	Clack City Comm Health/Services				11/13/2013
Vendor Total:	207.00							
Vendor 01665 001-026-191500	480.00	38942	10/31/2013	Clack City Veterinary/K9 Expenses				11/13/2013
Vendor Total:	480.00							

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
008-008-805900	32.75	192661	10/31/2013					11/13/2013
008-008-805900	84.75	192663	10/31/2013					11/13/2013
Vendor Total:	117.50							
Vendor 01690				Clack 800 Radio/System Costs				11/13/2013
001-025-177800	16,997.00	091613	10/31/2013					
Vendor Total:	16,997.00							
Vendor 01808				Clark's Lawn/Supplies				11/13/2013
001-025-175500	27.28	184402	10/31/2013					
Vendor Total:	27.28							
Vendor 01838				Clyde-West/Services				11/13/2013
005-005-504500	5,348.97	00234875	10/31/2013					
005-005-504000	305.76	0023424	10/31/2013					11/13/2013
005-005-504000	57.54	00234326	10/31/2013					11/13/2013
Vendor Total:	5,712.27							
Vendor 01839M				Coastal/Supplies				11/13/2013
004-004-408500	47.99	14869	10/31/2013					
Vendor Total:	47.99							
Vendor 01893				Comcast/Cable				11/13/2013
001-025-175500	37.34	0226429 10/16	10/31/2013					
Vendor Total:	37.34							
Vendor 01916				Community Newspapers/Recruiting				11/13/2013
001-021-116500	126.00	15685905	10/31/2013					
001-021-116500	-100.72	73464 credit	10/31/2013					11/13/2013
Vendor Total:	25.28							
Vendor 01975				Cook Paging/Services				11/13/2013
001-025-177800	206.44	9230321	10/31/2013					
Vendor Total:	206.44							
Vendor 02426				Duncan Photo/Services				11/13/2013
001-025-179500	30.00	33510F	10/31/2013					
Vendor Total:	30.00							
Vendor 02510G				Eastside Pave/Services				11/13/2013
005-005-515000	4,200.00	10151307	10/31/2013					
005-005-515000	6,500.00	10151306	10/31/2013					11/13/2013

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
Vendor Total:	10,700.00							
Vendor 02540	Ed's Mower & Saw Shoppe			Ed's Saw & Mower/Supplies				11/13/2013
001-026-193000	200.40	67945	10/31/2013					
Vendor Total:	200.40							
Vendor 02798	Factory Reps Co Inc			Factory Rep/Services				11/13/2013
001-026-194000	35.36	121616	10/31/2013					
Vendor Total:	35.36							
Vendor 02845	Fine Line Concrete Cutting Inc			Fine Line/Concrete Cutting				11/13/2013
004-004-406500	150.00	5626	10/31/2013					
Vendor Total:	150.00							
Vendor 02915	Union Security Insurance			Union Security/Life Premiums				11/13/2013
001-025-177000	187.55	4005790212 I	10/31/2013					
001-024-160000	1.40	4005790212 I	10/31/2013					11/13/2013
Vendor Total:	188.95							
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004-004-406500	1,315.27	I3511472	10/31/2013					11/13/2013
004-004-406500	188.50	I3512025	10/31/2013					11/13/2013
004-004-406500	576.23	I3512665	10/31/2013					11/13/2013
Vendor Total:	4,112.80							
Vendor 03000	MikeFunk			Funk/Reimbursement Fuel				11/13/2013
001-025-173000	20.00	101413	10/31/2013					
Vendor Total:	20.00							
Vendor 03040	Cengage Learning Inc			Cengage/Purchases				11/13/2013
001-029-230500	24.74	50544308	10/31/2013					
001-029-230500	44.83	50512096	10/31/2013					11/13/2013
001-029-230500	20.24	50331601	10/31/2013					11/13/2013
001-029-230500	-29.59	99623796	10/31/2013					11/13/2013
001-029-230500	230.32	50511614	10/31/2013					11/13/2013
001-029-230500	21.00	50586362	10/31/2013					11/13/2013
Vendor Total:	311.54							
Vendor 03333P	Green, Irene			Green/Reimbursement				11/13/2013
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001-029-229500	59.90	103013b	10/31/2013					11/13/2013

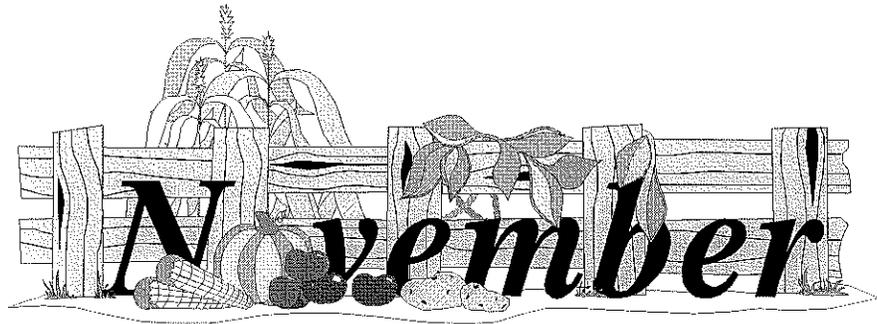
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Vendor Total:	177.23							
Vendor 03490				Harbor Freight/Equip				
001-025-182000	33.95	614095	10/31/2013					11/13/2013
001-025-175500	69.90	608184	10/31/2013					11/13/2013
Vendor Total:	103.85							
Vendor 03676				Home Depot/Supplies				
005-005-507000	127.88	61689	10/31/2013					11/13/2013
005-005-507000	24.90	3080624	10/31/2013					11/13/2013
Vendor Total:	152.78							
Vendor 03765				Houston/Supervising Physician				
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Vendor 03818				Honey Buckets/Rest Rooms				
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001-026-195500	93.00	1-774153	10/31/2013					11/13/2013
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Vendor 03865A				Indoor Billboard/Supplies				
001-029-225000	141.09	290872	10/31/2013					11/13/2013
Vendor Total:	141.09							
Vendor 04068				Invictus/Equip				
001-025-179500	342.65	20339	10/31/2013					11/13/2013
Vendor Total:	342.65							
Vendor 04243				Kelley Blue Book/Subscription				
001-029-227000	60.00	1296677 1/1	10/31/2013					11/13/2013
Vendor Total:	60.00							
Vendor 04440				LeDoux/Conference Expenses				
001-022-124500	572.65	110613	10/31/2013					11/13/2013
Vendor Total:	572.65							
Vendor 04465				Legacy Lab/Services				
001-021-116500	75.00	419998	10/31/2013					11/13/2013

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Vendor Total:	718.02							
Vendor 04561P								
001-025-180000	478.84	656539	10/31/2013	Life Assist/Supplies				11/13/2013
Vendor Total:	478.84							
Vendor 04564								
001-025-175500	320.00	31076	10/31/2013	Life Safety/Supplies				11/13/2013
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Vendor 04606								
001-021-116000	1,666.85	10192	10/31/2013	Local Govt Personnel/EE Issue				11/13/2013
Vendor Total:	1,666.85							
Vendor 04753								
005-005-507000	22.50	00874831	10/31/2013	Maverick Welding/Supplies				11/13/2013
Vendor Total:	22.50							
Vendor 04831								
004-004-409000	2,032.80	6370	10/31/2013	Meterreaders/Contract Services				11/13/2013
Vendor Total:	2,032.80							
Vendor 04900								
001-029-231500	14.99	91298869	10/31/2013	Midwest Tape/Purchases				11/13/2013
001-029-231500	100.95	91326097	10/31/2013					11/13/2013
001-029-231500	59.95	91289914	10/31/2013					11/13/2013
001-029-231500	42.96	91289913	10/31/2013					11/13/2013
001-029-231500	23.99	91289911	10/31/2013					11/13/2013
001-029-231500	8.99	91307734	10/31/2013					11/13/2013
001-029-231500	91.94	91307737	10/31/2013					11/13/2013
001-029-231500	95.95	91307736	10/31/2013					11/13/2013
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001-029-231500	105.92	91326099	10/31/2013					11/13/2013
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001-029-231500	62.97	91344160	10/31/2013					11/13/2013
001-029-231500	12.99	91344162	10/31/2013					11/13/2013
001-029-231500	78.98	91362409	10/31/2013					11/13/2013
001-029-231500	22.98	91362440	10/31/2013					11/13/2013

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
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001-029-231500	9.99	91362406	10/31/2013					11/13/2013
Vendor Total:	886.36							
Vendor 04904				Millar's HiWay/Services				
005-005-504500	95.00	1010619	10/31/2013					11/13/2013
Vendor Total:	95.00							
Vendor 05399				Nicoli/Services				
003-003-303000	75.00	IR84883	10/31/2013					11/13/2013
Vendor Total:	75.00							
Vendor 05547				NW Safety Clean				
001-025-181700	560.10	13-6328	10/31/2013					11/13/2013
Vendor Total:	560.10							
Vendor 05610				Nursery Connection/Services				
001-026-194000	581.00	83096	10/31/2013					11/13/2013
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Vendor 05641				Oak Lodge Sanitary/Sewer Charges				
003-003-304000	70,594.43	23-155001 10/	10/31/2013					11/13/2013
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Vendor 05656				Oak Lodge Water/Purchases				
004-004-405000	284.72	99-01148-001	10/31/2013					11/13/2013
004-004-405000	681.43	99-01157-001	10/31/2013					11/13/2013
Vendor Total:	966.15							
Vendor 05660T				Occupational Health/Services				
004-004-408500	71.50	59207081	10/31/2013					11/13/2013
Vendor Total:	71.50							
Vendor 05675				Office Depot/Supplies				
001-029-225500	80.36	679411746001	10/31/2013					11/13/2013
001-029-225500	3.09	679411747001	10/31/2013					11/13/2013
001-021-113000	42.17	679470559001	10/31/2013					11/13/2013
001-021-113000	9.29	679470620001	10/31/2013					11/13/2013
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Vendor Total:	251.16							

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

Report Total: 168,961.83



CORRESPONDENCE

Peter Boyce

From: Peter Boyce
Sent: Tuesday, October 22, 2013 4:21 PM
To: City Council; Planning Commission
Subject: FW: Damascus' legal bills totaled \$242,000 last year | OregonLive.com

From: rose [mailto:mrosej47@comcast.net]
Sent: Tuesday, October 22, 2013 3:40 PM
To: Peter Boyce
Subject: Damascus' legal bills totaled \$242,000 last year | OregonLive.com

to: Pete Boyce

from: Rose Johnson

Re: This Sep 25 article is relevant to the city's discussion on 10/15/13.

Could you please email this to the city council & planning commission.
Also to the email lists for council & other public meetings & to additional
correspondence.

Thanks.

http://www.oregonlive.com/happy-valley/index.ssf/2013/09/damascus_legal_bills_totaled_2.html

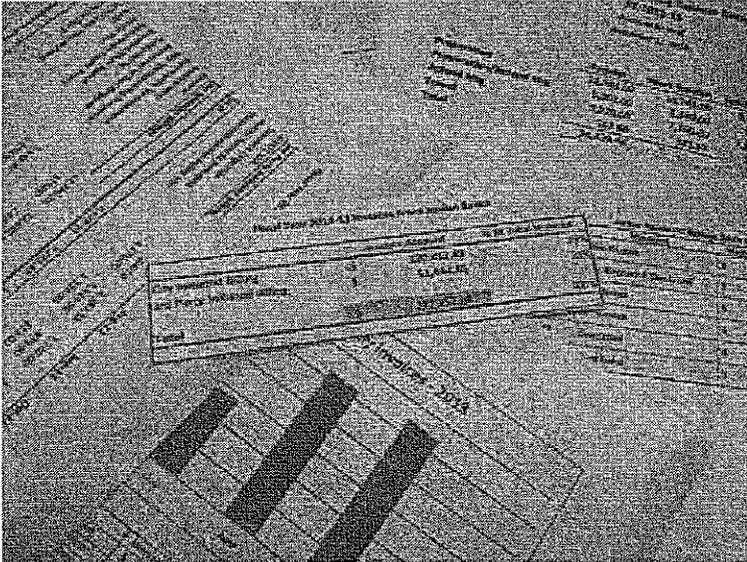


Damascus' legal bills totaled \$242,000 last year

Heather Steeves, The Oregonian By Heather Steeves, The Oregonian

Email the author | Follow on Twitter

on September 17, 2013 at 12:23 PM, updated September 17, 2013 at 12:30 PM



Damascus recently compiled information on how much money the city spends on legal fees.

Heather Steeves

Damascus spent **\$242,257 in attorney's fees** last fiscal year, according to information released Monday. The high cost was a result of the city's comprehensive planning process and a couple legal battles, according to information provided to The Oregonian Monday after a public records request.

To put that figure in perspective, Damascus' neighbor Happy Valley spent \$39,257 in the same time period. Happy Valley has about 4,000 more people than Damascus and offers more services.

For the past six years Damascus' legal expenses hovered around the \$100,000 mark. The only other major deviation was 2005-2006, after Damascus first incorporated, when fees were closer to \$200,000.

Most of the costs billed by the city's law firm, Jordan Ramis, were in a "general" category, which includes the time attorney spends in city meetings.

A major part of the rise in legal costs was the city's comprehensive planning process. Matt Zook, the interim city manager and the city's finance director, said Damascus had an attorney at each comprehensive plan meeting.

"These meetings were extensive due to the intense schedule the city was under to meet our deadline," Zook said.

In the end, the City Council decided not to put that comprehensive plan on the ballot this November.

City Council asked Zook to prepare the analysis of legal costs. Zook said Monday that this is standard practice, but said, "we are reviewing our services to ensure that we are getting the best value for taxpayer

5-2

dollars."

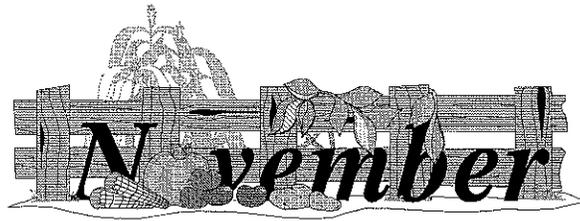
Some standouts in the legal budget line were:

- \$21,804 toward **suing the Oregon Department of Transportation for pulling federal funding from the city.**
- \$13,684 to fight a **lawsuit filed by Mayor Steve Spinnett.** Spinnett accused the city council of violating public meeting laws and filed a lawsuit, which he then dropped.
- \$10,464 in **public record requests.** The city does not charge the public for documents, which attorneys occasionally have to review.
- \$23,990 was spent in the "employment" category. In June, the city spent more than \$10,300 in this category, which was mostly **a lump sum paid to former city manager Greg Baker** in a negotiated settlement.
- \$121,466 in the "general" category, which includes the expense of having city attorneys at comprehensive planning meetings
- \$140 in the "municipal court" category

--Heather Steeves

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5-3



REGULAR AGENDA



Beery Elsner
& Hammond LLP

MEMORANDUM

TO: Honorable Mayor Byers
Gladstone City Council Members

FROM: David F. Doughman, City Attorney's Office *DFD*

SUBJECT: Rinearson Natural Area Restoration Project

DATE: November 6, 2013

In Pete Boyce's absence, I am drafting the staff note to accompany this agenda item. At its November 12, 2013 meeting, the council will consider a draft agreement with Rinearson Natural Area, LLC ("RNA"). The principals of Cascade Environmental Group (www.cascadeenv.com) are the principals of RNA. Cascade has been volunteering its time for several years with the Friends of Rinearson Creek.

John Runyon and Brent Haddaway from Cascade will attend the November 12 meeting and give a detailed presentation of the proposed restoration project. Briefly, RNA seeks to remove the Rinearson Pond dam in Meldrum Bar Park and restore the pond to a state-of-the-art wetland and habitat area. The project will benefit the city through reducing potential Endangered Species Act liability, benefit visitors to the park with a natural amenity and benefit the homeowners who overlook the pond through increased property values.

As Cascade will explain in further detail at the meeting, the project relates to the Portland Harbor Superfund Site. Under federal law, parties that created the environmental damage that lead to the superfund designation (so called "Potentially Responsible Parties" or "PRPs") are responsible for fixing that damage. As part of that process, the trustees overseeing the superfund process identify various restoration and mitigation projects in the region. The PRPs then fund these projects in order to reduce their potential legal liabilities.

RNA will almost exclusively shoulder the financial and regulatory burdens of completing the project. The draft agreement commits RNA to maintaining the project for 10 years after it is complete, with money set aside in escrow to ensure RNA's performance. After 10 years, the Portland Harbor trustees will contract with a steward to maintain the site in perpetuity. A PRP-established endowment will fund the perpetual maintenance. As currently drafted, the city is responsible for advancing \$44,000 in pre-construction costs; however, the city would recover these costs over time once the PRPs begin making payments.

REQUESTED ACTION: take testimony and authorize the city administrator to sign the agreement.

RINEARSON NATURAL AREA AGREEMENT

THIS RINEARSON NATURAL AREA AGREEMENT (the "Agreement") is made and entered into as of this ___ day of _____, 2013, by and between RINEARSON NATURAL AREA, LLC, an Oregon limited liability company (the "Company"), and the CITY OF GLADSTONE, an Oregon municipal corporation (the "City").

RECITALS:

A. Certain potentially responsible parties ("PRPs") are working with the United States Environmental Protection Agency and the Oregon Department of Environmental Quality to address certain environmental contamination of the Willamette River designated as the Portland Harbor Superfund Site in Portland, Oregon (the "Superfund Site").

B. The Portland Harbor Natural Resource Trustee Council (the "Trustees") was formed to conduct a natural resource damage assessment (the "NRDA") in connection with the Superfund Site. The Trustees are carrying out the NRDA and anticipate bringing claims against the PRPs for injuries to natural resources ("NRD") under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC Section 9601, et seq. The Trustees anticipate settling certain of their NRD claims with various PRPs. Such settlements will likely involve, among other things, the payment by PRPs toward the cost of various restoration projects approved by the Trustees as mitigation for the NRD.

C. The Trustees have identified an area known as the Rinearson Natural Area ("RNA") as a restoration project potentially qualifying as mitigation for a portion of the NRD and, in turn, the settlement of a portion of its NRD claims with the PRPs. The RNA is more particularly described on **Exhibit A** attached hereto and incorporated herein by reference.

D. The City is the owner of the portion of the RNA shown as delineated on Exhibit A (the "City Project Area").

E. The Company is a private entity engaged in the business of, among other things, pursuing environmental restoration projects and selling the NRD mitigation value of such projects to PRPs in connection with settlement of their NRD liability (the "Business Model").

F. The Company desires to pursue the Business Model at the RNA (the "Project").

G. The City desires to have the RNA undergo certain environmental restoration, including, but not limited to, removal of the existing dam.

H. The parties, therefore, desire by this Agreement to establish a framework for working together for their mutual benefit to evaluate the feasibility of the Project and, if feasible, for pursuing and implementing the same.

AGREEMENT:

NOW, THEREFORE, in consideration of the above recitals (which are incorporated herein by this reference), the sum of \$10.00 USD cash that City has paid Company, the mutual covenants herein contained, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do covenant and agree as follows:

1. Feasibility Study. The Company shall have the exclusive right to (a) evaluate and determine the feasibility of the Project, and (b) if deemed feasible by the Company, to pursue and implement the Project in accordance with the terms of this Agreement. The Company's feasibility analysis will at least include (i) obtaining, in consultation with the City, the Trustees' approval of the Project as mitigation for its NRD claims, (ii) obtaining, in consultation with the City, formal approvals and/or permissions for the Project from any and all other landowners necessary to accomplish the Project, (iii) determining the cost of design, construction, maintenance, monitoring, and stewardship requirements for the Project, (iv) evaluating the costs associated with the Project relative to the potential revenue from the PRPs for purchasing the

NRD mitigation credit, (v) obtaining, in consultation with the City, formal commitments from PRPs to purchase NRD mitigation credits generated by the Project, and (vi) obtaining all necessary legal and regulatory approvals for the Project, including construction related permits and land use approvals from City. The City shall cooperate with and support the Company's efforts in connection with and in furtherance of the Company's efforts to evaluate the feasibility of the Project as described above; provided, however, this duty of cooperation and support does not mean the City acting in its governmental capacity is contractually obligated to approve any application or permit within its regulatory jurisdiction that is necessary to complete the Project. If the Company elects to implement the Project, then the Company shall provide written notice to the City to such effect prior to the commencement of construction of any restoration work associated with the Project (the "Implementation Notice").

2. Termination.

(a) If, at any point prior to the Implementation Notice, the Company in good faith determines that the Project is not or is no longer feasible, then the Company shall have the right to terminate this Agreement by giving written notice to that effect to the City. If the Company exercises its right to terminate this Agreement as provided in this subparagraph, then this Agreement shall terminate and be of no further force or effect and, except as otherwise provided in this Agreement, no party shall have any further rights, obligations or liabilities under this Agreement.

(b) If, at any point after the Implementation Notice, the Company in good faith determines that the Project will not produce Revenues equal to or greater than the Costs (i.e., the Project will result in a financial loss to the Company) based on a reasonably unforeseen and materially adverse increase in Costs and/or shortfall in Revenues (e.g., increases in Costs caused by

hidden site conditions or acts of God such as flooding, and/or shortfalls in Revenues based on default by credit purchasers or saturation of the market for NRD mitigation credits by other mitigation projects) relative to those projected by the Company in consultation with the City prior to the Implementation Notice, then the Company shall:

(i) work with the City to establish and implement a plan for permanently stabilizing the physical condition of the City Project Area relative to the Company's construction activities therein in the most economically efficient manner so as to minimize the financial loss to the Company and permanently stabilizing the physical condition of the City Project Area in a manner that is environmentally appropriate (the "Loss Mitigation Plan"); and

(ii) after implementation of the Loss Mitigation Plan, have the right to terminate this Agreement by giving written notice to that effect to the City. If the Company exercises its right to terminate this Agreement as provided in this subparagraph, then this Agreement shall terminate and be of no further force or effect and, except as otherwise provided in this Agreement, no party shall have any further rights, obligations or liabilities under this Agreement.

3. Project Implementation. If the Company does not terminate this Agreement in accordance with Section 2, then the parties shall proceed as follows:

(a) The Company shall, notwithstanding its obligation to consult with the City hereinafter described, be solely responsible for and shall have the exclusive right to, authority for, and discretion over all aspects of the Project to include, without limitation:

(i) the design of the restoration work, the selection and management of the design firm(s) and construction firm(s) for design and construction of the restoration work, the

procurement and delivery of which shall be in compliance with Oregon's Public Contracting Code (ORS Chapters 279A, B and C) as applicable;

(ii) the negotiation with adjacent landowners for inclusion of their properties (or portions thereof) and/or easements over their property as a part of the Project;

(iii) the negotiation and establishment of the restoration plan, maintenance/monitoring, and any stewardship requirement with the Trustees; and

(iv) the negotiation and sale of the NRD mitigation credit to PRPs.

The Company shall be obligated to consult with the City in connection with taking the actions set forth above in Sections (a)(i-iv). The parties agree that the Company's obligation to consult with the City under this Agreement, shall be defined as keeping the City regularly informed of its substantive activities associated with such obligation, receiving input and responding to questions from the City, and working in good faith to address such reasonable concerns as the City may have without materially and adversely impacting the Project's technical feasibility, timeline, regulatory compliance, or implementation costs.

(b) Pursuit and implementation of the Project shall be at the sole cost and expense of the Company; provided, however:

(i) the City agrees to pay upon request an amount not to exceed \$44,000 for studies required by the Trustees and water right compliance activities in connection with the Project, which is a Project Cost (as defined in Section 3(j)(i) below) and for which the City is entitled to reimbursement from Project Revenues (as defined in Section 3(j)(i) below) consistent with Section 3(j)(i); and

(ii) with the exception of the expense of the studies and a portion of the City's legal expenses as described further in Section 3(j)(i), the City shall not be entitled to seek any

reimbursement or compensation for any other costs or expenses incurred by the City in connection with the Project and the City shall be limited in its compensation under this Agreement to that expressly provided herein.

(c) The City hereby grants to the Company and all employees, directors, officers, contractors, agents, representatives, and invitees thereof an exclusive, irrevocable license to access and occupy the City Project Area. Such license shall be exercised by the Company solely for the purpose of evaluating, pursuing, implementing, maintaining, and monitoring the Project consistent with this Agreement. Notwithstanding the foregoing, the Company's license shall:

(i) be subject to the right of the City and its employees, officers, contractors, agents, and representatives to enter the City Project Area at any time;

(ii) be subject to the right of the City and its employees, officers, contractors, agents, and representatives to observe and inspect the Company's activities to determine compliance with the terms of this Agreement;

(iii) be subject to the right of the City to allow third-parties (e.g. volunteer organizations, education-related groups, news media, etc.) to temporarily enter the City Project Area for the limited purpose of inspection, education, or public relations and in consultation with Company and pursuant to procedures governing such access as City and Company may mutually agree so as to ensure (1) the safety and security of all affected persons and property, and (2) avoidance of additional costs and/or delay in the implementation of the Project; and

(iv) terminate either upon termination of this Agreement, Company's default under this Agreement, or completion of the Project such that the Company's exclusive license to access and occupy the City Project Area consistent with this Agreement is no longer required by the Company at which time the Company's rights in and to the City Project Area shall

be reduced to that necessary to fulfill any remaining obligations of the Company under this Agreement or any associated agreements with third parties.

The City acknowledges responsibility for any and all liability arising out of the exceptions to the Company's license contained in Section 3(c)(i)-(iii) above (the "Exceptions") and, subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, will hold the Company harmless from and indemnify and defend the Company for any and all liability, settlements, loss, costs, and expenses ("Loss") in connection with any action, suit, or claim resulting or allegedly resulting from the Exceptions and/or the City's, its employees', officers', contractors', agents', or representatives' acts, omissions, or activities relative thereto; provided, however, the foregoing indemnity shall not apply in the event such Loss is caused by the negligent, reckless, or willful act or omission of the Company, its employees, directors, officers, contractors, agents, or representatives. This indemnity obligation is distinct from any potential indemnity obligations of City pursuant to ORS 30.285 which City specifically disclaims in Section 22 below.

(d) The City shall at all times cooperate with and support the Company's efforts in connection with and in furtherance of this Agreement and the Company's efforts to evaluate, pursue, and implement the Project as described in this Agreement. In the interest of clarity, this duty of cooperation and support does not mean the City acting in its governmental capacity is contractually obligated to approve any application or permit within its regulatory jurisdiction that is necessary to complete the Project. By way of example, Company will need to apply to City for certain land use and construction related approvals to complete the Project. City has a legal duty to review those applications in an objective and impartial manner according to state law and the City's relevant ordinances, notwithstanding the duty described in this subsection.

(e) The City shall, upon request by the Company, establish such easements or other land use restrictions on the City Project Area as may be required by the Trustees, such other regulatory authority having jurisdiction over the Project or elements thereof, or as may otherwise be necessary in connection with the Project, provided that:

(i) City in establishing such easements or other land use restrictions is not obligated to exercise its power of eminent domain under any circumstances;

(ii) City will not pay any money to obtain such easements or impose such restrictions; and

(iii) the City's code and other relevant regional and state laws permit such restrictions.

(f) Upon complete execution of this Agreement the Company shall diligently proceed to evaluate, pursue, and implement the Project until such time as the Project is complete and/or this Agreement is terminated.

(g) The Company shall keep the City reasonably informed of its progress and activities pursuant to this Agreement in such manner as the parties may mutually agree.

(h) All work performed by or at the direction of the Company pursuant to this Agreement shall be performed in a good and workmanlike manner and in compliance with all applicable laws and regulations.

(i) The Company shall not permit any mechanics' or materialmen's liens to be levied against the City Project Area for any labor or material furnished to the Company or to its agents or contractors; provided, however, that the Company shall not be required to pay or otherwise satisfy any claims or discharge such liens so long as the Company, in good faith and at its

own expense, contests the same or the validity thereof by appropriate proceedings and posts a bond or takes other steps acceptable to the City that stay enforcement of such lien.

(j) All funds received by the Company from the sale of NRD mitigation credits associated with the Project to PRPs (the "Revenues") shall be allocated as follows:

(i) the Company shall be entitled to use the Revenues to pay or to reimburse itself for the payment of all expenses of the Company pursuant to this Agreement and in connection with the Project (a "Cost" or the "Costs") to include, without limitation, all design costs, construction costs, permit fees, salaries, wages, taxes, insurance, maintenance/monitoring expenses, and third-party easement expenses. As referenced in Section 3(b) above, Costs also include the expense of the sediment study and a portion of the City's legal expenses. Company will use a portion of the Revenues to reimburse City for its payment of the sediment study pursuant to Section 3(b)(i). In addition, Company will use a portion of the Revenues to reimburse City for a portion of its legal expenses in the amount of \$10,000.00.

(ii) The Company shall take such actions as necessary to satisfy any stewardship fund or endowment required of the Company by the Trustees in connection with the Project. The parties acknowledge that the stewardship requirement associated with the Project (the "Stewardship Amount") may be established by the Trustees such that the funds therefor are paid by the Company from the Revenues ("Additional Costs") or paid by the PRPs directly to the Trustees (or such third party as the Trustees may identify) and may not flow through the Company as Revenues.

(iii) the Company shall be entitled to retain all of the Revenues in excess of the Costs and Additional Costs, if any, up to an amount equal to the Stewardship Amount (the "Company Revenue").

(iv) All Revenues in excess of the Costs, Additional Costs, and the Company Revenue, shall be divided equally among the parties (the “Joint Revenue”).

(k) The Company shall work in good faith to maximize the benefit of the Project for both parties.

(l) The parties acknowledge that the Costs, particularly the maintenance/monitoring element of the Costs, may not be finally and conclusively known for an extended period of time after receipt of the Revenues. Accordingly, the parties agree to work in good faith to establish a reasonable estimate of the Costs at the time of completion of the construction of the restoration work so as to allow for disbursement of some or all of the Company Revenue and Joint Revenue, if any.

4. Insurance.

(a) While this Agreement is effective, the Company shall at all times maintain with a reputable insurer in a form reasonably acceptable to City:

(i) comprehensive automobile liability insurance for all equipment located on the City Project Area, with a combined single limit in the minimum amount of \$2,000,000.00;

(ii) comprehensive general liability insurance covering its activities, equipment, and independent contractors on the City Project Area against claims for personal injury and property damage, with a combined single limit in the minimum amount of \$2,000,000.00 and endorsed to include contractual liability;

(iii) professional liability insurance in the amount of \$1,000,000;

(iv) workers' compensation insurance for all Company's employees who are subject to Oregon's Workers' Compensation laws, either as a carrier-insured employer as provided by ORS 656.407, or as a self-insured employer.

(b) The Company shall direct the issuing insurance company or companies to name the City and its employees, officers, contractors, agents, and representatives as a certificate holder and additional insureds under such policies, protecting them from any and all claims, losses, actions or omissions of Company or as a result of a joint concurring or contributory act, omission or negligence of Company and City arising out of or related to activities specified under this Agreement.

(c) The Company shall provide the City a certificate(s) of insurance confirming the type and amount of coverages and the related additional insured endorsement(s). The certificates must provide that the insurer will give City at least 30 days prior written notice of any material change in or cancellation of the policies. If the insurer is unwilling to provide this notice, then Company will give City at least 30 days prior written notice of any material change in or cancellation of the policies.

(d) No policy may be written on a "claims made" basis, except for the professional liability policy.

(e) Except in regards to the Exceptions as defined in Section 3(e) above Company's insurance coverage required under this Agreement is primary and non-contributory and any other insurance City carries is excess.

5. Indemnity. Company acknowledges responsibility for any and all liability arising out of its performance under this Agreement and will hold City harmless from and indemnify and defend City for any and all liability, settlements, loss, costs, and expenses ("Loss") in

connection with any action, suit, or claim resulting or allegedly resulting from Company's acts, omissions, activities or services arising out of or related to this Agreement; provided, however, the foregoing indemnity shall not apply in the event a Loss is caused by the negligent, reckless, or willful act or omission of the City, its employees, officers, contractors, agents, or representatives.

6. Security.

(a) Prior to beginning construction of the restoration work, the Company shall:

(i) Establish an escrow account (the "Loss Mitigation Plan Escrow Account") and place in such account an amount equal to \$125,000. The Loss Mitigation Plan Escrow Account shall be established with a reputable financial institution and pursuant to a customary and reasonable escrow agreement mutually agreeable to the City and the Company. Subject to the City's rights under such escrow agreement, the Loss Mitigation Plan Escrow Account may be drawn down by the Company to pay for the implementation of the Loss Mitigation Plan and, after completion of the implementation of the Loss Mitigation Plan or completion of project construction, such remaining funds in the Loss Mitigation Plan Escrow Account shall be disbursed to the Company as Revenues. Any interest accrued on the Loss Mitigation Plan Escrow Account shall be held and disbursed in the same manner as the principal amount as provided above. The intent of the Escrow Account is to ensure that funds are available to prepare and implement the Loss Mitigation Plan should such plan be required pursuant to the terms of this Agreement; and

(ii) Require its contractor to provide City with a performance bond naming City as obligee in an amount equal to 110% of the price of the construction contract to construct the restoration work as security for the completion of construction of a restored RNA in accordance with this Agreement. In the event that the Company is not in default under the terms of

this Agreement, the City will work with the Company in good faith to (i) call the contractor's bond in the event the contractor is in default, and (ii) disburse the bond proceeds to the Company for its use in engaging another contractor to complete the construction. In its contract with the contractor that will construct the restoration work, Company will include appropriate language permitting (but under no circumstances obligating) City to accept an assignment of Company's rights and obligations under the contract. The bond required hereunder shall be reduced by the City in connection with and in proportion to the performance of the work which the bond is to secure. The bond shall be released by the City at such time as the work for which it serves as security is complete in accordance with the terms of this Agreement.

(b) It is anticipated that the Company, pursuant to its agreement(s) with the Trustees and after completion of the restoration work in accordance with the terms of this Agreement, will have a short term maintenance obligation (the "Maintenance Obligation") for the restoration work for a period of time before the Stewardship Amount operates to serve as the exclusive long term source of payment for maintenance of the restoration work. The Company's obligations under this Agreement shall be fully satisfied upon the fulfillment of its Maintenance Obligation and the disbursement of all Revenues in accordance with the terms of this Agreement. The Company anticipates its Maintenance Obligation will last for at least 10 years. The Company further anticipates that, pursuant to its agreement(s) with the Trustees, it will be obligated to establish certain financial assurance for the performance of its Maintenance Obligation. If the Company is not otherwise required, pursuant to its agreement(s) with the Trustees, to establish or maintain certain financial assurance for the performance of its Maintenance Obligation, then the Company will establish an escrow account (the "Maintenance Obligation Escrow Account") and place in such account 15 % of the Revenues from such NRD mitigation credit sales up to an amount

equal to 110% of the then reasonably projected cost of the Maintenance Obligation. If insufficient Revenue exists at the time Company is obligated to establish the Maintenance Obligation Escrow Account, the Company may fund all or the balance of the Maintenance Obligation Escrow Account as each NRD mitigation credit is sold under this Agreement. Company will notify City within 10 days of a Trustee determination that Company is not required to establish or maintain a financial assurance for Company's Maintenance Obligation. The Maintenance Obligation Escrow Account shall be established with a reputable financial institution and pursuant to a customary and reasonable escrow agreement mutually agreeable to the City and the Company. The Maintenance Obligation Escrow Account will be established within 30 days of a Trustee determination that is not required to establish or maintain a financial assurance for Company's Maintenance Obligation. Subject to the City's rights under the escrow agreement, the Maintenance Obligation Escrow Account may be drawn down by the Company annually in the amount of the Costs incurred in connection with the Maintenance Obligation and, at the end of such obligation, such remaining funds in the Maintenance Obligation Escrow Account shall be disbursed to the Company as Revenues for application or distribution as provided in this Agreement. Any interest accrued on the Maintenance Obligation Escrow Account that, together with the principal amount therein, exceeds the projected cost of the Maintenance Obligation shall be disbursed to the Company as Revenues for application or distribution as provided in this Agreement. The intent of the Maintenance Obligation Escrow Account is to ensure maintenance of a restored RNA if Company becomes insolvent, otherwise defaults under this Agreement or otherwise fails to maintain the Project.

7. Default. In the event that either party fails to keep or observe any covenant, agreement or obligation to be kept or observed by such party under this Agreement and such party does not cure same within 10 days after written notice of the same from the other party, then such

party shall be deemed to be in default under the terms of this Agreement and the other party shall, in addition to any other rights provided in this Agreement, be entitled to terminate this Agreement and pursue all remedies available at law or in equity; provided, however, that if such default cannot be cured with 10 days, such cure period shall be extended for such reasonable period as may be necessary assuming the defaulting party commences to cure the default within the 10 day period and continuously uses all commercially reasonable efforts to complete the cure.

8. Notice. Any notices required or permitted to be given hereunder shall be deemed given when personally delivered, deposited with a nationally recognized courier for overnight delivery, or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Company or the City, as the case may be, as follows:

If to the Company:

Rinearson Natural Area, LLC
Attn: John Runyon
222 NW Davis St., Suite 317
Portland, OR 92709

and

Ronald J. Boyd
5209 Center Street
Williamsburg, VA 23188

With a copy to (which alone shall not constitute notice):

Todd Cleek
Cleek Law Office, LLC
2173 NE Broadway
Portland, OR 97232

and

Timothy O. Trant II
Kaufman & Canoles, P.C.
4801 Courthouse Street, Suite 300

Williamsburg, VA 23188

If to the City:

Pete Boyce (or then current Gladstone City Administrator)
City Administrator
525 Portland Avenue
Gladstone, OR 97027

With a copy to (which alone shall not constitute notice):

David Doughman (or then current Gladstone City Attorney)
Beery Elsner & Hammond
1750 SW Harbor Way, #380
Portland, OR 97201

Any party to this Agreement may change its address for notice purposes by giving notice thereof to the other parties hereto, except that such change of address notice shall not be deemed to have been given until actually received by the addressee thereof.

9. Governing Law. This Agreement shall be construed under the laws of the United States of America and the State of Oregon, without respect to conflict of laws principles. Venue and jurisdiction shall be proper only in Clackamas County Circuit Court and, if a suit or action must be brought in federal court, U.S. District Court for the District of Oregon located in Portland, Oregon. The parties hereby irrevocably submit to the jurisdiction of those courts. Any provision of this Agreement that is prohibited by, or unlawful or unenforceable under applicable law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions of this Agreement.

10. Records. Company shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least 2 years after Company's M&M Obligation has ceased and all other pending matters are closed. City (or any of its authorized representatives)

may at any reasonable time audit, examine, copy, take excerpts from or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

11. Terms Required Under Oregon Law.

(a) Any person Company employs under this Agreement, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC§201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week.

(b) Company will make payment promptly, as due, to all persons supplying to the Company labor or material for the prosecution of the work provided for in this Agreement.

(c) Company will pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of this Agreement, and will ensure that all subcontractors pay those amounts due from the subcontractors.

(d) Company will pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(e) Company will make payment of all legally required sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Company's employee(s), all sums which Company agrees to pay for such services and all monies and sums which Company collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service.

12. Force Majeure. Notwithstanding any other provision hereof, in the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Agreement to be performed by such

party, and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God, the performance of such covenant, agreement, work, service, or other act shall be excused for the period of delay.

13. Binding Effect. This Agreement shall extend to and bind the heirs, personal representatives, successors, and assigns of the parties.

14. Counterparts. This Agreement may be executed in multiple facsimile counterparts, each of which shall constitute an original and all of which shall constitute the same Agreement.

15. Final Agreement. This Agreement represents the parties' full and complete understanding as to the subject matter hereof and there are no other agreements, either written or oral, in this regard.

16. Authority. The parties and the persons signing on behalf of such parties, in each such person's individual capacity, represent and warrant to one another that each party has full power and authority to enter into this Agreement and that each has taken all necessary actions and/or obtained all necessary approvals in connection with same.

17. Non-Waiver. Any failure of either party hereto to insist upon strict observance of any covenant, provision or condition of this Agreement in any one or more instances shall not constitute or be construed to be a waiver at that time or thereafter, of such or any other covenant, provision or condition of this Agreement.

18. Amendment. This Agreement cannot be modified except by a written document executed by both parties in the same manner as this Agreement is executed.

19. Exhibits. The parties incorporate all exhibits identified in this Agreement as if the exhibits were fully and distinctly set out within this document.

20. Headings. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement.

21. Further Assurances. Each party agrees to execute and furnish to the other upon request and without delay such other and further documents as may be reasonably necessary to effect the terms and provisions of this Agreement.

22. No Agency. Nothing in this Agreement shall be deemed or construed by any party or by any third party to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties. To that end, Company is an independent contractor for all purposes and is entitled to no compensation other than the compensation expressly provided by this Agreement. As an independent contractor, Company acknowledges it is not entitled to indemnification by the City or the provision of a defense by the City pursuant to ORS 30.285. This acknowledgment by Company will not affect its independent ability (or the ability of his/her insurer) to assert the monetary limitations, the immunities or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS30.300).

23. Assignment. This Agreement may not be assigned by either party without the written consent of the other, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, this Agreement may be assigned to an entity owned by, controlled by, or under common control with the Company or the members thereof with notice to City.

24. No Third Party Beneficiaries. This Agreement and the rights and obligations of the parties hereunder, are not intended, nor shall they be construed as creating any rights in or for the benefit of any governmental body, person, entity, or organization other than those expressly provided for herein, whether as a third party beneficiary or otherwise.

IN WITNESS WHEREOF, the parties have executed this Rinearson Natural Area Agreement as set forth below:

[Signatures located on following pages]

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[Signature Page to Rinearson Natural Area Agreement]

COMPANY:

RINEARSON NATURAL AREA, LLC

By: _____ (SEAL)
Name: _____
Title: _____
Date: _____

CITY:

CITY OF GLADSTONE, OREGON

By: _____ (SEAL)
Name: _____
Title: _____
Date: _____

6-22

EXHIBIT A

**[INSERT EXHIBIT CLEARLY DEFINING THE RINEARSON NATURAL AREA
PROJECT LIMITS. THE EXHIBIT SHOULD CLEARLY DELINEATE AND LABEL
THE PROPERTY OWNED BY THE CITY OF GLADSTONE AND THE ADJACENT
HOMEOWNERS ASSOCIATION]**



MEMORANDUM

TO: Honorable Mayor and Gladstone City Council

FROM: ^{SA} Shane Abma and ^{HKM} Heather Martin
Office of the City Attorney

SUBJECT: State and Local Regulation of Exotic Animals

DATE: November 4, 2013

BACKGROUND

As the Council is aware from previous meetings, Pat Clark, a Gladstone resident, has a lynx living in an enclosure in his backyard and has asked the Council to make an exception to Gladstone Municipal Code (GMC) provision, Section 6.08.050 that prohibits such animals.

The question was posited whether the lynx would qualify as a "service animal" under state or federal law and thus be allowed as an exception assuming the animal met any associated federal and state regulations. After reviewing the applicable state and federal laws and discussing the issue in more detail with the State Department of Agriculture, it does not appear that the lynx would qualify as a "service animal" nor would it be allowed under state law.

ANALYSIS

Under state law, the lynx is defined as an "exotic animal." The state previously permitted such animals, but in 2010 the state stopped permitting exotic animals as a result of legislative action. The resident does not have, nor has he ever had, a state permit for the lynx.

Prior to 2010, the state authorized the Department of Agriculture to issue permits to allow for the keeping of exotic animals. ORS 609.335. However, in 2010 the legislature began prohibiting the keeping of exotic animals unless: (1) the owner had a current, valid exotic animal permit or applied for one no later than March 31, 2010; (2) the exotic animal was a service monkey as defined in ORS 609.345(1)(h); or (3) the keeper of the animal was otherwise exempted (for example, it was a law enforcement agency, rehabilitation agency, educational facility, veterinary hospital, etc.).

Initially, the Department of Agriculture had indicated to Clark and to the City that it might permit the lynx if the GMC did not prohibit such animals in the City. When contacted by our

November 4, 2013

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office, the Department of Agriculture referred us to the State Veterinarian, Brad LeaMaster. LeaMaster was already aware of Clark's circumstances, but was unsure if the City could permit the lynx even though the state no longer permitted such animals. He then consulted with the state Attorney General's Office, which issued an informal opinion in late October determining that ORS 609.341 prohibits a local jurisdiction from permitting a previously unpermitted exotic animal.

Given this interpretation of state law, even if the City made an exception for the lynx, the state will not grant a permit, despite previous advice to the contrary.

The lynx also would not qualify as a "service animal." Under federal law, the definition of "service animal" under the Americans with Disabilities Act (ADA) has recently been narrowed to include only dogs. ("Service animal" means "any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability."). 28 CFR § 36.104.

In any event, "service animal" exceptions under ADA rules generally only apply to public accommodations and public housing. An animal that does not leave the owner's private home provides no "service" in a "public setting."

With respect to exotic animals under state law, the only exception for a "service animal" is a "service monkey" as defined in ORS 609.345(1)(h).

The only enforcement action outlined in state statute for either keeping an illegal exotic animal or not caring for it as required is a revocation of the state permit. Because Clark does not have a state permit, it is unclear what state action may be taken to enforce this prohibition. However, it is likely that if any action is taken by the state, it would include removal of the animal from the resident's care. Under the GMC the resident should be cited for violating local and state regulations.

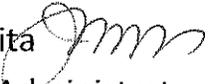
Although the City did not inquire about liability issues, it should be noted that ORS 609.329 imposes strict liability on any exotic animal keeper for: (1) any costs incurred by a person or governmental entity in attempting to remedy an escape; (2) personal injury or property damage caused by an escape; and (3) any personal injury caused by the animal while in custody. Because "strict liability" applies, it does not matter if the escape was "accidental" or otherwise through no fault of the keeper; liability will attach to any damages caused thereby.

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7-2

City of GLADSTONE

TO: Mayor Byers and City Councilors

FROM: Jolene Morishita 
Assistant City Administrator

DATE: November 7, 2013

RE: Volunteer Handbook

Staff is requesting City Council to approve the Volunteer Handbook. This handbook was created to bring us into compliance with insurance company requirements.

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

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

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

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

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

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

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

City of Gladstone Volunteer Handbook

Welcome

Welcome to the City of Gladstone! We are glad to have you, and we believe that you will be a great complement to our team. Thank you for donating your time and your talents as a volunteer. Through volunteer service such as yours, our community is enriched and improved.

We believe that you can contribute significantly to our success and want you to share in the growth of our future. You can do this best if you understand our organization and your role. This Handbook has been prepared as a guide to give you a better understanding of the organization's policies, procedures, and practices that guide your volunteer service. The policies in this document are intended to guide and aid the City in achieving its goals through positive and efficient use of volunteer services.

We encourage you to ask questions if there are policies and procedures you don't understand. We welcome your ideas and suggestions for ways to improve our operation and/or services.

Please accept our wishes for success in your new volunteer position. We truly value both you and the contribution you make through your volunteer service, and we sincerely hope you will enjoy your volunteer service with the City.

General Information

Policy

The City of Gladstone regards volunteers as an important and valuable resource to our community, and we endeavor to offer volunteer experiences that benefit both the community and the volunteer. The City understands that volunteering promotes service, life-long learning, and personal growth.

Purpose and Applicability

This policy has been established to summarize policies regarding volunteers. The intent of this handbook is to help you understand the volunteer service at the City of Gladstone. It contains general information and guidelines; it is not intended to be comprehensive or to address all possible applications or exceptions to the policies and procedures described herein.

Volunteer Definition

A volunteer is any person, approved by the City, who donates approved service to the City of Gladstone without pay or other remuneration other than reimbursement of approved expenses for those services rendered.

Volunteers include:

- Persons who are in non-paid job experience or on-the-job training programs
- Non-paid practicum students and interns

Who is Not a Volunteer:

- Work-release inmates
- Community service workers
- Anyone who is not approved by the City for volunteer service
- Individuals under the age of 18 are not eligible for City volunteer service unless the volunteer application is signed and approved by a parent or guardian
- Citizen volunteers appointed by the Gladstone City Council to serve on Boards, Commissions, and Committees, or in any other Council-appointed capacity, are not considered volunteers under this policy

Emergency Volunteers

In the event that Gladstone Emergency Management Support has been activated, a person may be assigned to perform emergency volunteer duties authorized by the City of Gladstone. Emergency Volunteers will work only at approved sites and under the direction and supervision of the requesting department.

City Employees as Volunteers

City employees who meet the established criteria may perform volunteer service under the following conditions:

- The duties of the position are outside the employee's normal work duties and are not the same type of services the individual performs as an employee of the City and as documented by the employee's supervisor
- No work time will be used to perform the volunteer duties.
- The volunteer duties are performed solely at the option of the employee and there is no expectation direct or implied by the City that the employee performs the volunteer service
- The employee signs a waiver indicating the decision to volunteer is entirely his/her own and no payment for the work will be made

Scope of Volunteer Involvement

It is possible for volunteers to serve in a variety of programs and tasks. Volunteers also serve at all levels of skill.

General Statement of Volunteer Rights and Responsibilities

Volunteers agree to perform their duties actively to the best of their abilities. They are also expected to act in accordance with all appropriate codes, laws, regulations, and policies, regardless of whether they are set by the City or outside regulatory bodies.

Volunteer General Liability

Volunteer workers volunteer their services at their own risk. Except for specified categories of volunteers, such as volunteer firefighters and Police Reserve volunteers, the City of Gladstone does not provide Workers' Compensation benefits to volunteers. Please note that the City of Gladstone assumes no responsibility for any unpaid medical bills while serving in a volunteer capacity.

Equal Opportunity Policy

The City of Gladstone is an equal opportunity employer and, as such, does not discriminate against qualified employees or volunteers on the basis of race, color, religion, sex, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, veteran's status, medical condition, sexual orientation, genetics, or membership in any other legally protected class.

Termination of Volunteer Services

Volunteer service may be terminated at any time without notice by either the volunteer or the City. If there is a concern about a volunteer's performance or conduct, the City will endeavor to address the concern in a straightforward, timely, and respectful way.

Becoming a Volunteer**Volunteer Recruitment, Opportunities, and Contact Information**

Volunteer opportunities may include participating in one of the established volunteer positions, an extended project, or a special one-day event. Individuals who are interested in volunteering their services to the City of Gladstone are encouraged to discuss volunteer opportunities with each Department Head. Each department will be responsible for creating volunteer job descriptions, maintaining lists of volunteer opportunities, and processing placement paperwork with Human Resources for volunteer placement authorization.

Volunteer Application

Most volunteer positions require a volunteer application and/or waiver (exceptions may be made for one-time or very short-term volunteer positions). Applications can be found on the City website or from individual City departments. Applications should be completed as thoroughly as possible. Information that is required in the application may include (but is not limited to) employment history, references, and Oregon driver's license information, if applicable. Prospective volunteers may also need to complete additional steps, such as interviewing with the City department representative. The purpose of the application (and of additional steps such as interviews) is to help determine whether there is a good match between a prospective volunteer and a volunteer position. Good volunteer/volunteer position matches help ensure a successful experience for the volunteer and the City alike. Please note that, while we do our best to match applicant interests and skills with a volunteer opportunity, availability varies.

Application Processing

Human Resources will conduct criminal background checks on volunteers who are age 18 or older and will notify the sponsoring department of the background check results. Some volunteer positions may require pre-placement drug screening and/or a Department of Motor Vehicles (DMV) review. In these cases, Human Resources will obtain authorization from the prospective volunteer to conduct such screening and a DMV review, as well as order a driver's certified court print if applicable. Human Resources will also assess the volunteer's driving record and determine his or her eligibility to drive on City business.

Placement Screening

Volunteer screenings are to be conducted in the same manner as that of a new employee. City of Gladstone volunteers operating within the scope of their assigned job duties have the same liability exposure as a paid employee. The City retains the right to refuse to place one spouse or immediate family member under the direct supervision of the other spouse or family member, where such placement creates an adverse effect on supervision, safety, security, or morale.

Implementation

Once a volunteer's application materials are complete and the Human Resources Department or authorized staff person approves the volunteer's service, Human Resources will give the department permission to proceed with volunteer placement.

Training, Orientation, and Supervision

Prior to beginning their volunteer service, volunteers must attend a volunteer orientation. The orientation is for the purpose of covering policy and procedures, so that volunteers know what to expect and what is expected of them in turn, in order to help volunteers have a positive and successful volunteer experience. Volunteers should attend an orientation within a week of beginning their volunteer service, preferably prior to beginning their volunteer service. The orientation should include (but need not be limited to) the following topics: safety, emergency procedures, insurance coverage, use of City communication systems, confidentiality, and City policy regarding harassment, workplace violence, and drugs and alcohol. Prior to beginning their volunteer service, volunteers must complete the Volunteer Agreement, which acknowledges receipt and acceptance of the Volunteer Handbook.

Departments should provide the volunteer with a written description of the major duties of the volunteer position and review the description and duties with the volunteer. Departments are responsible for ensuring that volunteers receive all required training. Volunteers in City departments are unpaid staff and will have the same access to mandated training as regular paid City staff. Not attending an orientation and/or any department or city-mandated training may disqualify a prospective volunteer from volunteer service.

Departmental Procedures

Each department may develop specific guidelines for interns, practicum students and other volunteers that are supplemental to City-wide policies. Some City of Gladstone departments have specific procedures in place to define general guidelines, recruitment, position requirements, selection, orientation, and training specific to that department. All departments using volunteers must keep accurate records of hours of service, accomplishments, training, and any progress evaluations.

Work Rules

Confidentiality

As a volunteer, you might have access to confidential and proprietary information that is also exempt from disclosure by law. Our citizens trust the City with confidential information. The unauthorized disclosure of such information would have a material adverse impact on the integrity of the City and would have an adverse impact on our relationships with our customers. No employee or volunteer should disclose any information pertaining to the organization or customers without prior explicit approval of their manager/supervisor. City records and information should remain on City premises unless the City Administrator approves removing them.

City Records and Equipment

City equipment, records, and property are public property. As such, please treat it carefully and appropriately. You are responsible for those items in your custody and will be held accountable for their appropriate use and/or accuracy.

Communications and Software Systems

In your capacity as a volunteer, you may have occasion to use the City communications systems. These systems include computers, software, electronic mail (e-mail), copiers, fax machines, telephones, voice mail, communication tools, and other various on-line services and databases.

Please be courteous and professional in the use of City communications systems. For example, please write e-mail communications with no less care, judgment, and responsibility than you would use for letters or internal memoranda written on organization letterhead.

Use of City communications systems for personal profit, illegal activities, allowing any proprietary or confidential information of the City to enter the public domain, subscribing to news lists, chat rooms, or listserves unrelated to City business, or viewing, sending or storing offensive content is prohibited. Volunteers and employees should not use City communications systems to download music, videos or any other copyrighted material for personal use, including streaming media. In addition, management approval is required for posting any information on commercial on-line systems or the Internet.

Be aware that messages sent through the City communications systems (such as voice-mail, e-mail, and faxes) or information stored on City servers is not private or confidential and are the property of the City and as a result, volunteers should have no expectation of privacy for any information stored or accessed through City-owned electronic equipment. All passwords must be disclosed to your Department Director upon request. However, although the City reserves the right to retrieve and read any e-mail and voice-mail messages, those messages are to be treated as confidential by other volunteers and employees and accessed only by the intended recipient. We expect that volunteers and employees will respect others' privacy and, unless authorized to do so, will not retrieve or read voice-mail or electronic messages not intended for them. Any exception to this policy must receive prior approval from the Director of Administrative Services.

To keep City communications systems secure, please observe the following rules. Volunteers and employees should not use personal or downloaded software without permission from the City Administrator. A complete virus check of all such software must be made immediately before it is installed on any City computer. A virus check must be made of any disk originating or used on any computer outside the City, prior to use on City computers. Copying or transfer of City-owned software should be done only with the written authorization of the City Administrator. Because e-mail is now a popular way to spread viruses, if you receive an e-mail on your City e-mail account and do not know who it is from, do not open it. Inform your Department Supervisor, who will contact our informational technology personnel and advise you of your next steps.

The City communications system is mainly for City business. However, the City recognizes that sometimes it may be necessary to use the City communications systems (such as telephones and e-mail) for personal use, and limited personal use of City communications systems is permitted. Such use should abide by all City policies. Charging the City for long-distance communication and receiving personal fax documents is prohibited.

Please check with your supervisor if you have any questions about the proper use of communication or software systems. Improper use or violations of this policy can result in dismissal from volunteer service.

Workplace Violence

The City has a "zero tolerance" policy for any actions that threaten its employees, volunteers, or customers in the workplace. All violent behavior is considered inappropriate in the workplace, on both the part of employees/volunteers and customers, and will not be tolerated. Violence, as defined by this policy is strictly and specifically prohibited by the City. No existing policy, practice, or procedure should be interpreted to prohibit decisions designed to prevent a threat from being carried out, a violent act from occurring or a life-threatening situation from developing.

Bringing a deadly weapon to the workplace or carrying a deadly weapon while at the workplace is strictly prohibited. For the purpose of this policy, "workplace" is defined as

the facility where an individual is working/volunteering and the parking lot where employees and volunteers are designated to park their cars. This prohibition does not apply to persons authorized to carry weapons as part of their job responsibility, such as police officers and specifically identified persons within the fire department. For the purpose of this policy, "deadly weapon" means a device, instrument or object that is specifically designed for causing death or serious physical injury. The prohibition applies to employees and volunteers who have a concealed weapon permit. The prohibition does not apply to personal defense devices, such as personal attack alarms, nor to chemical defense sprays, such as mace.

For the purpose of this policy, 'workplace violence' is defined as any act of physical, verbal, or written aggression by an individual or by a group, that occurs in the workplace or arises out of work activities. This includes any and all infliction of bodily injury or the attempt to make harmful physical contact, verbal and physical harassment, verbal and physical threats, and any actions that cause others to feel unsafe in the workplace. All staff and volunteers are responsible for notifying their supervisor if they become aware of any threat or violent act in the workplace or on City property. An incident report should be completed by the supervisor upon notification that such an incident has occurred. Under some circumstances, the Police Department may be informed of the contents of a report for the safety and well-being of employees. While the City cannot promise complete confidentiality due to the need to investigate, information about any complaint will be treated as confidentially as possible, consistent with proper investigation and responsive action. Generally, this means confidential information will be shared on a need-to-know basis.

Drugs and Alcohol

The City is committed to establishing and maintaining a work place free from the effects of alcohol or drug use and abuse. A City employee or volunteer may not knowingly possess, use, transfer, offer, share, attempt to sell or obtain, manufacture, or be under the influence of drugs or alcohol or the metabolite of the substance in any situation during which the employee or volunteer is engaged in a job-related activity. Prescription medication or other therapeutic substances authorized for use in Emergency Medical Transport vehicles or storage in City facilities are exempted from this Policy. Volunteers have the responsibility to notify their supervisor when taking any medication (prescription or non-prescription) or other drugs which may interfere with their ability to perform their duties safely and effectively.

Harassment

All volunteers have a right to volunteer in an environment where the dignity of each individual is respected. For that reason, we expect all volunteers to accomplish their work in a business-like manner with concern for the well-being of their co-workers and volunteers. Any harassment of volunteers by fellow volunteers or employees is not permitted, and will not be tolerated regardless of working relationship or supervisory status.

Harassment of a sexual (including sexual orientation), racial, ethnic, religious or disability related nature is specifically forbidden. This includes unwelcome sexual advances, innuendoes, unwelcome touching, dirty jokes, sexually explicit posters, and other oral, graphic or physical conduct of a sexual nature that has the purpose or effect of creating an offensive work environment. This also includes racial slurs, ethnic jokes, derogatory comments or gestures about a person's physical or mental limitations and other oral, graphic, physical or other conduct of a racial, religious, and ethnic or of a disability related nature that creates an offensive work environment.

If you are subjected to any type of harassment by either an employee, volunteer, or anyone you come into contact with through your job, you should promptly contact your supervisor or the City Administrator. Volunteers who, for whatever reason, feel uncomfortable reporting to their supervisor should promptly report the harassment to their Department Head, Assistant City Administrator or the City Administrator. We encourage volunteers to report complaints and work with us to informally resolve problems involving harassment. Our ability to resolve problems is dependent on your cooperation in reporting incidents that create an offensive or hostile work environment for you. If an incident is reported, an investigation will be undertaken immediately. Violators are subject to appropriate disciplinary action including termination. Retaliation will not be tolerated.

Volunteers Driving

To drive on city business, volunteers need to possess a valid driver's license and be at least 18 years of age. *City business* is defined as driving at the request, or for the benefit, of the City (it does not include normal commuting to and from your place of volunteer service).

Volunteers are covered by City insurance during authorized operation of City vehicles. Volunteers may use private vehicles for their official work if a DMV driving check is completed and proof of insurance filed in the volunteer's personnel file. If the status of your license or insurance policy changes, please let your supervisor know in a timely fashion; in the event that there are changes in a volunteer's driver's license or insurance policy, the volunteer may be restricted from driving on City business.

Use of a volunteer's personal vehicle, even for work-related purposes is covered by the volunteer's personal insurance. All tickets and fines incurred will be the responsibility of the volunteer to pay.

Volunteers with the Police department should also refer to Department specific rules and regulations regarding vehicle use related to their specific responsibilities and driving environment/ conditions. The Police Reserves are responsible for reviewing driving rules and safety in regard to driving City vehicles.

Volunteers who drive on City business shall be subject to all provisions of the City of Gladstone's driving and vehicle policies. It is the driver's responsibility to operate the vehicle in a safe manner and to drive defensively to prevent injuries and property

damage. City vehicles are to be driven by authorized persons only, except in the case of repair testing by a mechanic or other authorized agent of the City.

All staff and volunteers are expected to drive in a safe and responsible manner and to maintain a good driving record. Volunteers are personally responsible for all fines imposed due to convictions and/or no contest pleas. Any volunteer who has a driver's license revoked or suspended shall immediately notify their supervisor the next business day and *immediately discontinue operation of the City vehicle*. Failure to do so may result in corrective action, including termination of the volunteer's position.

Reporting Vehicular and/or Occupational Incidents

All crashes in City vehicles, regardless of severity, must be reported to the police in the jurisdiction where the crash occurs and to the employee's immediate supervisor. Crashes are to be reported immediately (from the scene, during the same day, or as soon as practicable if immediate or same day reporting is not possible). Crashes in personal vehicles while on City business *must* follow these same crash procedures. Crashes involving the volunteer's personal injury must be reported to the Supervisor for Worker's Compensation purposes.

In the event of an accident, please take necessary steps to protect the lives of yourself and others. Comply with police instructions. Do not assume or admit fault; others will determine liability and negligence after thorough investigation. Please report the accident to the City of Gladstone and the local police as soon as possible.

All injuries which occur while working at your volunteer position must be reported to your manager within 24 hours, regardless of the severity.

Appropriate Dress

Volunteers are representatives of the City. Volunteers are required to be neatly groomed and wear clothing suitable for their work environment and activity required by each department.

Personal Business

Personal business should be conducted outside of your volunteer time. This includes cell phone usage and text messaging. City computers are only to be used for City business.

Date: July 9, 2013

To: New Volunteers & Interns

From: Pete Boyce, City Administrator

Re: Welcome to the City of Gladstone

This information has been prepared for you, the volunteer or intern, to give you the foundation, philosophies, and the policies that make the City a great place to volunteer and learn.

We encourage volunteer participation from all members of our community. Anyone with an interest in helping neighbors and making a difference in our community is welcome to apply. Volunteer position availability varies. Some positions are always accepting volunteers and others are open on a one-time basis.

Volunteers are given a general orientation by the Department they volunteer for prior to commencing their service. Since volunteers are considered nonpaid staff, they are expected to adhere to all of the same policies and procedures as staff. Attached to this letter is a copy of the City of Gladstone Volunteer Handbook for you to review and a Volunteer Handbook Receipt Acknowledgment Form.

After reviewing the information contained in the Handbook, please sign the attached Volunteer Handbook Receipt Acknowledgment Form and return it to the supervisor at the department for which you are volunteering.

I hope that you will find your experience with the City of Gladstone rewarding. Please don't hesitate to let me know if there is any way that I can support you. Thank you for your service to the community.

Volunteer Handbook Receipt Acknowledgment Form

As a volunteer / intern of the City of Gladstone, I acknowledge the following things:

1. I have received a copy of the Volunteer Handbook. I understand that the Handbook contains important information about the City's policies and work rules. I understand that the Handbook outlines my responsibilities as a volunteer / intern of the City. I also understand that I have the responsibility to read and understand the information in the Handbook, and to ask my supervisor for clarification of any information I do not understand.
2. I understand that this Handbook is not a contract or a guarantee of specific treatment in specific situations. Except for any supplemental safety policies and rules that apply to certain jobs or work areas, or otherwise stated in a written contract, I understand that this Handbook supersedes all prior Handbooks, policies and understandings on the subjects contained in it.
3. I understand that unless stated in a contract, the City has the right to change, modify, add to, substitute or eliminate, interpret and apply, in its sole judgment, the policies, rules and benefits described in this Handbook. I understand that should the content be changed in any way, the City will require an additional signed acknowledgment from me to indicate that I am aware of the changes.
4. I understand that I am donating my service to the City with no expectation of compensation. I understand that there are certain risks and exposures the City can not control. I further acknowledge that the City does not provide accident coverage for volunteers and that I am not covered by Worker's compensation (except for volunteers serving in the Police Reserve program).
5. I understand that I am not eligible to receive any fringe benefit for my service including, but not limited to health, dental, and vision insurance, life insurance, paid leave, disability insurance, retirement, and medical leave. I also understand that the City Administrator is the only person who will ever have the authority to enter into a contract, and that all such contracts must be in writing and signed by both parties to be valid.
6. I am aware that I may be given confidential information during the course of my employment. I agree not to disseminate or use such information outside of the workplace. In the event my assignment ends, either voluntary or involuntary, I agree not to use this information or communicate it to any other individual, organization, or entity.
7. I acknowledge that any photograph or videotape taken of me participating as a volunteer/intern for the City of Gladstone may be used for outreach, education, or documentation purposes, without compensation, by the City of Gladstone.

I also acknowledge that I have asked for and received clarification on any of the seven items listed on this acknowledgement form that I did not understand, before signing it.

Volunteer / Intern Signature

Date

Print Volunteer / Intern Name

City of GLADSTONE

TO: Mayor Byers and City Councilors

FROM: Jolene Morishita 
Assistant City Administrator

DATE: November 7, 2013

RE: Master Fee Schedule

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

It has been several years since our Master Fee Schedule has been updated. Surveys were conducted of other City charges as well as evaluating the actual costs involved in providing services. Fees have been updated and additional categories have been added to adapt to the changing needs of our community.

Staff is requesting City Council to review and revise any charges it deems necessary providing direction. A final version of the Master Fee Schedule may be presented to City Council at the December Council Meeting for implementation in 2014.

A		H
1	City of Gladstone	
2	Master Fee Schedule DRAFT	
3		
4	ADMINISTRATION	
5	Adopted Budget	\$45.00
6	Blasting Permit Fee	\$5,000.00
7	Blasting Permit Inspections each (after first two inspections)	\$2,000.00
8	Bond adjustment	\$50.00
9	Business License Base Fee (Non-Resident)	\$125.00
10	Business License Base Fee (Resident)	\$100.00
11	Business License Commencing July-December (Non-Resident)	\$75.00
12	Business License Commencing July-December (Resident)	\$50.00
13	Business License fee for each FTE	\$5.00
14	Business License for Rental Property in Gladstone (per address)	\$25.00
15	Business License Past Due Fee per month	\$10.00
16	DVD/CD	\$20.00
17	Franchise Review	\$5,000.00
18	Home Occupation	\$25.00
19	Liquor License Review	
20	Original Application	\$100.00
21	Change in ownership, location, or privilege	\$75.00
22	Renewal or temporary application	\$35.00
23	Lien Search	\$30.00
24	Notary Fee (Non-Resident)	\$10.00
25	Notary Fee (Resident)	\$5.00
26	NSF Check Charge	\$35.00
27	Parking Permits	\$25.00
28	Penalty for work commencing before application approval	Investigation fee equal to permit fee
29	Photocopies B&W up to 8 x 14	\$0.25
30	Postage and Handling Flat Fee + actual cost of postage	\$1.00
31	Public Records Administrative Research per hour (quarter hour increment charge)	based on hourly rate
32	Public Records Clerical Research per hour (quarter hour increment charge)	based on hourly rate
33	Public Records Legal Research per hour (quarter hour increment charge)	based on hourly rate

9-3

	A	H
34	Public Records Request Deposit (large) toward hourly rate	\$100.00
35	Public Records Request Deposit (small) toward hourly rate	\$25.00
36	Returned Check Charge/processing	\$35.00
37	Road Re-Naming	\$150.00
38	Special Event Application (plus actual staff costs for employees specifically needed to work the event)	\$100.00
39		
40		
41		
42	FIRE	
43	Fire Log Report	\$15.00
44	Inspections (per inspection beginning with the third)	\$50.00
45		
46	LIBRARY	
47	Annual Out-of-District Resident Library Card	\$95.00
48	Barcode Replacement	\$1.00
49	CD Booklet or Missing Artwork	\$3.00
50	CD Case (double)	\$3.00
51	CD Case (single)	\$1.50
52	Damaged Items	Replacement Cost
53	Kits (bag with barcode missing)	\$2.00
54	Late Charge (per day); Maximum per item: \$3 children/\$5 adult	\$0.25
55	Lost Cultural Pass (varies from \$75.00-\$200.00)	Replacement Cost
56	Lost Items	Replacement Cost
57	Lost Library Card	\$1.00
58	Photocopies (first two pages of non-circulating materials are free)	
59	Black and White Copies (per page)	\$0.10
60	Color Copies (per page)	\$0.50
61	Print Material Missing Cover	\$2.00
62	Test Proctoring (per test)	\$25.00
63		
64	PARKS AND RECREATION	
65	Continue using Gladstone Resolution 1003 field fees until City Administrator meets with the Parks Committee	Resolution 1003
66		

	A	H
67		
68	PLANNING AND BUILDING	
69	The City of Gladstone contracts with Clackamas County for planning and building	
70	services, fees for those applications and services are set by the County	
71		
72	POLICE	
73	A-Frame Sign Permit	\$100.00
74	Address Record Print (per address)	\$5.00
75	Alarm Permit	
76	Initial Permit or Renewal	\$25.00
77	Late Fee (after 30 days expiration or installation)	\$25.00
78	Second False Alarm (within permit year)	\$50.00
79	Third False Alarm (within permit year)	\$100.00
80	Fourth and Each Subsequent Alarm (within permit year)	\$150.00
81	Failure to obtain Alarm Permit	\$90.00
82	Animal Permit Application (per year)	\$25.00
83	Block Party	\$35.00
84	Human Resources Police Application (due at submission)	\$20.00
85	ID Theft	Victim Free
86	Local History Printout (per record)	\$5.00
87	Noise variance	\$75.00
88	Nuisance Property Abatement	Actual Cost
89	Officer's Notes (per entry)	\$5.00
90	Police Report (first 5 pages)	\$10.00
91	Police Report (page 6 and over) each page	\$1.00
92	Radar Certification (per record)	\$5.00
93	Temporary Storage Container	\$50.00
94	Vehicle Impound (after business hours)	\$125.00
95	Vehicle Impound (during regular business hours)	\$100.00
96		
97	PUBLIC WORKS	
98	Barricade Delivery and Pickup Fee	\$50.00
99	Dye Test Residential/Commercial	\$100.00

9-5

	A	H
100	Erosion Control Violation	\$300.00
101	Fire Hydrant Water Permit (per hook up + metered water cost)	\$50.00
102	Street Opening Inspection Fee	\$85.00
103	Street Opening Permit Fee	\$150.00
104	Street Opening Re-Inspection Fee	\$85.00
105		
106	SENIOR CENTER	
107	Building Rental (per hour) Non-Profit	\$40.00
108	Building Rental (per hour) Private Party	\$50.00
109	Building Rental (per hour) Profit Making	\$70.00
110	Fax (per page - staff only)	\$1.00
111	Kitchen Fee	\$50.00
112	Meal (suggested donation) over 60 years	\$2.50
113	Meal (suggested donation) under 60 years	\$5.00
114	Newsletter Subscription (per year)	\$8.00
115	Photocopy (per page)	\$0.25
116	Van Donation (suggested donation) each way	\$1.00
117	Friday Excursions (\$7-\$25)	varies
118		
119	SEWER DEPARTMENT	
120	Continue using Gladstone Resolution 1003 sewer fees until Sewer Master	
121	Plan is completed and fees can be reset	
122		
123	UTILITIES	
124	Mailed Late Notice/Shut Off Notification	\$5.00
125	Shut Off Door Hanger	\$25.00
126	Shut Off Water	\$25.00
127	Turn On Water (during business hours)	\$25.00
128	Turn On Water (after business hours)	\$175.00
129		
130	Friday, November 01, 2013	



