

**GLADSTONE CITY COUNCIL
REGULAR MEETING
CITY HALL COUNCIL CHAMBERS
December 10, 2013**

**7:30 p.m. CALL TO ORDER
ROLL CALL
FLAG SALUTE**

BUSINESS FROM THE AUDIENCE

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

CONSENT AGENDA

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

- 1. Approval of October 15, 2013 Work Session Minutes & November 12, 2013 Minutes**
- 2. Senior Center Contract Amendment with Clackamas County Social Services Division**
- 3. Personal Services Contract for Municipal Court Judge**
- 4. Janitorial Services Contract for Fire Department**
- 5. Payment of November Claims**

CORRESPONDENCE

- 6. Letters/E-mail from Rose Johnson**

REGULAR AGENDA

- 7. Rotary Gladstone Cultural Festival – Steve Lietz (no attachments)**
- 8. Discussion of Definition of Service Animal, Companion Animal and Therapy Animal**
- 9. Discussion of Proposed Utility Billing Changes**
- 10. Discussion of Possible Inclusion of Long Range Planning Tool in City Council Guidebook**

BUSINESS FROM THE COUNCIL

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

ADJOURN

Information Only:

*Letter from Mayor to Girl Scout, MacKenzie Miller

December

CONSENT AGENDA

GLADSTONE CITY COUNCIL/PLANNING COMMISSION
JOINT WORK SESSION
CITY HALL COUNCIL CHAMBERS
OCTOBER 15, 2013

ROLL CALL

The following city officials answered the roll call: Mayor Wade Byers and Councilors Hal Busch, Kari Martinez, Thomas Mersereau, Lendon Nelson and Neal Reisner; Commissioners Chair Tamara Stempel, Michele Kremers, Pat McMahon, Craig Seghers, Kim Sieckmann, and Kirk Stempel.

Absent: Councilor Ray Jaren

STAFF

Pete Boyce, City Administrator; David Doughman, City Attorney; City Planner Clay Glasgow; and Jolene Morishita, Assistant City Administrator.

Mayor Byers lead the flag salute.

BUSINESS FROM THE AUDIENCE

None

REGULAR AGENDA

1. Planning Commission's Review of Zoning Code. Pete Boyce, City Administrator reported he has had several conversations regarding the Comprehensive Plan. He is asking Council for guidance as to what they want the Planning Commission to do with the Comp Plan.

Councilor Mersereau noted at the last meeting the Mayor asked the Planning Commission to review codes and do an evaluation regarding land uses that people do not want in Gladstone (track redevelopment, encourage sustainability, review policies to include sustainability, mission, and value statements, strengthen the nuisance code). He asked if the Planning Commission addressed any of these issues. Answer: No, the Commission ran into a snag because of the sustainability portion of the request. It would require some Comprehensive Plan changes. In order to review the Comprehensive Plan it would be very expensive and they didn't want to proceed without the authority to do it.

Commission Chair Tamara Stempel reported she has reviewed the new Molalla Comp Plan, Lake Oswego Comp Plan and the West Linn Comp Plan and suggested that the City model their plan after some other recently redone Comp Plans. Most of the changes involve sustainability and updating of things that are not relevant today.

- The zoning code must be consistent with the Comprehensive Plan
- What are the things that need to be changed; make a list to be used as guide

City Planner Clay Glasgow stated the Comp Plan and Zoning Code are different documents. There can be changes made to the Zoning Ordinance without running it through the Comp Plan. The original (1979) state mandated Comp Plan was minimally changed in 1995 to include the

Transportation System Plan. He would look at the Comp Plan separate from the Zoning Ordinance; however, it can be done along with the Zoning Ordinance. Put in a chapter on sustainability and then weave sustainability throughout the document. It is not necessary to make a lot of changes to the Zoning Ordinance.

- It was suggested to make reasonable zoning changes and keep track of comprehensive plan issues.
- What aspects of sustainability would require a Comp Plan change? There are so many aspects of sustainability, urban planning, landscaping, sidewalks, community support, financial support, buildings, basically efficient use of the land and other resources. The sustainability element would have to be addressed at the Comp Plan level. It can be done through density, design standards, mixed use, energy efficiency, transportation, etc. There are financial benefits associated with people during the development. It can be woven throughout the Comp Plan. The City does not have to start from scratch; a model can be used and it can be personalized to what the City wants.
- Gladstone has the third highest rate of households below poverty in the County. The median income in the City is half of what it is in Happy Valley, Lake Oswego or West Linn. What can the City afford to do in respect of its populous and how much can be changed given what the City has. It would be nice to have all these great plans, but if it drives housing prices up or drive economic situations to a place where the people who are living here now can't live here, there is a problem. There needs to be a balance between doing things and keeping in mind the residents of the City. There needs to be a plan that will help feed and support the community. Maybe the community doesn't want things to be prettier, maybe they want to keep what they have in good shape. Small changes like lighting and sidewalks will help support pride in the City. People will start taking care of what they have and make sure other people take care of theirs too.
- Council was asked to give the Planning Commission support as to the amount of Comp Plan changes necessary to implement the divisions that the Planning Commission can come up with.
- Proactive code enforcement for Landlord/Tenant issues. It would be great to adopt some of Lake Oswego codes; they have gotten rid of these types of issues.
- Review codes to clarify their meaning. Make the language simple and straight-forward. Clear vision is a code that could be reviewed now and doesn't require a comprehensive plan change.
- Other codes to be addressed are a better definition of retail, restaurants (Napoleon's), tenants, and owner's pride.
- The City working with the residents of Gladstone will improve the pride and help solve the issues regarding code enforcement.
- Mayor Byers suggested the Planning Commission start with some obvious problems with the zoning and nuisance codes.

The Planning Commission was asked to start with Chapter 17 and work on commercial zones as a way to increase the assessed valuation. The Commission could also create an inventory of the various zones and types of land use currently in the City and upgrade the commercial zones. Another project would be to look at the parking codes in the C2, downtown area. The Commission will meet with the Council on January 28, 2014 with what they have accomplished in the months of November and December.

2. Discussion of Possible Increase of Commercial Zoning Areas.

- The Winterbrook study indicated there is nothing on the books that would restrict development on McLoughlin Blvd. Concerns were raised about redevelopment on McLoughlin Blvd including things Gladstone residents don't want.
- If you change some residential zones to commercial, expect there to be redevelopment. If the houses are changed to a business (auto mechanic garage) the business may not be worth what the houses were worth and it may not buy into the sustainability aspect that the City is trying to implement.

3. Other Discussion

City Planner Glasgow was asked to look at the new house on Harvard and Gloucester to see if the variance between the house and the property line meets requirements.

It was asked if the City has seedlings off the Powwow Tree? Mayor Byers said he collects seeds every year. He will bring some in.

Councilor Mersereau stated he felt the group had a great discussion tonight. There were a lot of issues discussed and a good plan going. He would like to see communication continue between the City Council and the Planning Commission.

Commissioner Sieckmann asked the Council about the idea of having the code enforcement officer attend the Planning Commission meetings. Mayor Byers stated it is a discussion between the enforcement officer and the Chief, not the Planning Commission.

Adjourn

The joint City Council/Planning Commission worksession adjourned at 9:00 p.m.

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

Attest:

Mayor

Assistant City Administrator

GLADSTONE CITY COUNCIL MEETING MINUTES – November 12, 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; and Scott Tabor, Public Works Director.

Mayor Byers led the flag salute. Mayor Byers asked for a moment of silence for Herb Beals, the author of three volumes of Gladstone's history and did many wonderful things in our community.

BUSINESS FROM THE AUDIENCE

Mike Madler, President, Gladstone Fire Department Members Association reported for the past 115 years they have been doing a food and toy drive around the holiday season to raise food and money for the families in Gladstone that are in need. He is here tonight to ask the Council for a donation, last year the donation was \$500.

*Councilor Len Nelson moved and Councilor Kari Martinez seconded a motion to approve a donation of \$500 to the Fire Department Food and Toy Drive.
Motion carried unanimously.*

Councilor Martinez asked if donations received for Portland Toy and Joy go all over the Metro area or just to Portland. Mr. Madler stated to his knowledge the donations for Portland Toy and Joy are for Portland only. All of the Gladstone Food and Toy drive donations will go towards families within the Gladstone city limits. Pat McMahon reported he is the liaison for Portland Fire Toy and Joy drive. Toy and Joy started 99 years ago and is now a nation-wide organization of individual fire departments. Unless the donations are given specifically to a fire station, they will generally go to the areas that are being served (Vancouver, Clackamas County, Washington County and the City of Portland).

Donna Todd, 16710 SE Valley View Road stated she is here to speak about the dog park. They live across the street from the park and she is frustrated over the noise disturbance, security, stranger danger in the neighborhood, homeless people in the woods, and feels her property value will go down. She submitted the reasons for her objections, pictures, a statement on how the dog park affects her, and an escrow statement showing restrictions for Sherwood II area. She read a statement summing up her concerns.

Ken Yielding, 7000 Oakridge Drive is adjacent lot to the dog park. He heard about the rezoning issue from the Todd's and asked which lot was going to be rezoned. He wanted to know if anyone has looked at the financial implications of the neighbor's property values with an open space zoned piece of land. If the water towers are on a residential lot, how can it be rezoned? Mayor Byers reported the water towers are not in the Sherwood II subdivision. Mr. Yielding noted there are feces now in the Nick Shannon Park area. A plan should be looked at that would keep feces out of the play-park. Donna Todd has passed around a petition and has received over 25 signatures opposing the dog park and especially changing the zoning rights. Mayor Byers stated the process for a zone change is City

Staff prepare the paperwork, pass it on to the Planning Commission, a public hearing at the Planning Commission, testimony will be taken, and the Planning Commission makes a determination which is then sent to City Council for review and final decision.

Harry Todd, 16710 SE Valley View Road stated he is here to speak in opposition of the dog park. This is affecting both he and his wife.

CONSENT AGENDA

Item(s) Removed from the agenda:

2. Approval of Personal Services Contract for Municipal Judge Linda Beloof
4. Payment of October Claims

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

1. *Approval of October 8, 2013 Minutes*
 3. *Approval of Resolution No. 1032, re: City Council Guidebook*
- Motion carried unanimously.*

2. Approval of Personal Services Contract for Municipal Judge Linda Beloof Councilor Reisner asked how municipal judge evaluations are done. Mayor Byers stated an evaluation group reviews the applications received. City Administrator Boyce reported there is no formal process for that review; however, under the Charter the City Council is the authority to review the position of the municipal court judge.

Councilor Reisner noted the time of service is mentioned in Exhibit A, however Exhibit A does not mention a list of performance. Does this refer to a time frame or a time of day? Assistant City Administrator Morishita stated it refers to the time that court would be held.

Councilor Reisner asked if the contract covers pro-tem judges and how are they selected. City Administrator Boyce reported the judge will select from a pool of judges to come in and do work on a case-by-case basis. The pro-tem judges are paid directly.

Councilor Reisner suggested changes to correct gender (his/her).

Councilor Jaren asked if there is anything about this contract that can be construed that the judge is an employee not an independent contractor. City Counselor David Doughman said no; Section 8 of the contract makes it clear that both parties are viewing her work as that of an independent contractor not employee.

4. Payment of October Claims. Councilor Reisner asked why the Judge was reimbursed for attending a conference. City Administrator Boyce stated the previous judge had attended conferences and was reimbursed. The payment will be pulled and there will be a meeting with Judge Beloof to determine if there will be a change to the contract. It will be readdressed with Council next month.

Councilor Reisner moved and Councilor Busch seconded a motion to approve Agenda Item #4, Payment of Claims, with the exception of \$214.38 payment to Judge Beloof. Motion carried unanimously.

5. CORRESPONDENCE -- Mayor Byers acknowledged receipt of:

- An email from Rose Johnson regarding Damascus legal bills
- A letter from Rose Johnson was received today that will be put online as additional correspondence

REGULAR AGENDA

6. Approval of Rinearson Natural Area Restoration Project Agreement. City Administrator Boyce reported he and Councilor Busch have been working with John Runyon, Cascade Environmental Group and Scott Tabor, Public Works Supervisor for years on the Rinearson Pond located in Meldrum Bar Park. City Council designated it as a natural area. There is a dam with some open water behind it. They have been working with the homeowner's association who owns half the pond and some of that area. There is an opportunity to tap into some EPA funds for the Portland Harbor Restoration. He presented an agreement with Rinearson Natural Area LLC and would like to have Council feedback.

City Attorney Doughman reported this opportunity stems from the Portland Harbor Superfund Project. The trustees of that project (variety of interest groups) have identified a number of projects around the region where parties who contributed to the environmental damage over the years would be potentially responsible for funding. The Rinearson area was one that came up on their radar and ranked very high as a project that could be successful. If the trustees approve the project, the potential responsible parties (PRPs) would be able to purchase mitigation credits to reduce their overall liability for the problems in the Portland harbor. The Cascade Environmental Group has a separate company for the Rinearson Natural Area LLC. This group is well versed in doing these types of wetland mitigation projects, environmental mitigation projects, and restoration projects.

The agreement will be with Cascade Environmental Group (consultant) and they will be the ones responsible for having an agreement with the trustees over what the specifics of the project would be, how it would be carried out, what it would look like, the design, building the project and shouldering the larger share of the costs and risks associated with the project. When the construction is complete, the Cascade Environmental Group will be responsible for ten years to maintain the site and at the end of the ten years the PRPs would be funding an endowment for all the sites that are a part of the superfund process. That endowment would then maintain the Rinearson area forever. The City has some potential liability with respect to the state of the pond (salmon species, Endangered Species Act issues). There is the possibility the City of Gladstone will realize some profit on the project; it does allow for the Cascade Environmental Group to recoup their costs. If the revenues from the responsible parties exceed those costs, it would be split 50/50 with the City.

Subsection 3(b) states the project is at the sole cost of the company. The City will be paying an initial amount of \$44,000 for a sediment study and an issue of water rights that exists as a result of the dam. An additional \$10,000 will be assessed for city attorney costs.

Section 6 addresses the issue of security. After Cascade goes through its due diligence and designs to go forward, if construction is stopped because of an act of God or catastrophe, the City has no short-term or long-term liability except for the \$44,000 for this project. \$125,000 under this section was determined to be a fair and reasonable to account for the what-if situation and bring the site back to something that is stable and not an incomplete wetlands

mitigation project. These funds will be put into an escrow account for that type of situation. After construction, what is required is a maintenance obligation for a ten year period.

A representative from the homeowner's association requested additional language on Page 2, "...removal of the existing dam, placement of water control structure, and creation of open water areas located near the Robinwood Revere Property Owner's Association property."

John Runyon, Cascade Environmental Group, Rinearson Natural Area LLC reported revenues will come in over a period of years depending on negotiations with the PRPs; however the City will be paid as soon as possible, relative to other expenses.

Questions from Council

- Question: Is it possible to request funds/grants from other sources. Answer: Mr. Runyon said yes. One of the first areas explored when they realized the dam was an issue for fish and a liability to the city was a whole range of potential funding sources, including the Watershed Enhancement Board. After talking to them they informed us that because of our location and because of the kind of restoration that could be pursued there, and the fact that it was approximate to Portland Harbor, they probably would not fund a grant for restoration there because it was more likely to get funding through the Portland Harbor super-fund process. You can always apply for grants, but it would be a low probability because there are other sources out there.
- Question: Where is there an obligation for the PRPs to buy X number of credits at Y dollars in a certain time? Answer: Mr. Runyon noted a separate process is negotiated between the trustees and the PRPs. The trustees will determine through that negotiation a sediment value for each PRP. That will be the number of credits they need to purchase. The credit price would be a negotiation so the business would negotiate with the PRPs to try and get the most value they could for the credits to pay for the project.
- Question: Should the PRPs be nailed down before these contracts are committed to? Answer: Mr. Runyon said no, first the site must be established and establish the number of credits through the trustee process that are available. Then put out the for-sale sign for the PRPs that you have credits. Rinearson Natural Area LLC now has a memorandum of agreement with the trustees that they are potentially a project developer for this; contingent on an agreement with the city and contingent upon an agreement with the property owner's association. Then they can market that restoration project for the sale of the credits.
- Question: There will be no consummation of an agreement on the number of credits or dollar value of credits until some future time? Answer: Mr. Runyon said correct, it is a prescribed process that requires review by the trustees of the restoration project. They then would determine the number of credits based on fish habitat and other ecological values there for removal of the dam, creation of the open water areas, and all the other habitat areas there. It would determine the number of credits which establishes the base and then they could go out and market to the PRPs. They have reached out to PRPs initially to see if there is interest and in fact there is strong interest in potentially purchasing credits and interest from the trustees in potentially purchasing credits that

they could use in future sales directly to PRPs also. There are a number of mechanisms in place.

- Question: Because of the nature of this project, there should be a letter of intent to purchase. Is this defined by the Federal super-fund process? Answer: Mr. Runyon said the super-fund process is defined under the law. Legally it is a prescribed process. This is separate from the cleanup process. There is a cleanup that will happen through the settlement process directly from Portland Harbor. This is a settlement for past damages and separate from the cleanup and holds the PRPs responsible for the past damages and restoration is the remedy for those damages.
- Question: There seems to be no process for a party like Gladstone who is remote from the actual area where the cleanup is going to occur to have some confidence that if they go ahead with this project, spend the effort and time, that the credits will actually be sold at some notable price. Answer: Mr. Runyon said yes, there are risks in any venture like this. Cascade Environmental is shouldering most of that risk. They have signed a Memorandum of Agreement (MOA) with the trustees that obligate us to pay them \$50,000 because they have to recoup all of their expenses for federal government employees that are involved in this, etc. Their anticipation is that Cascade will eventually recoup that expense from the PRPs. They would not have spent the time and effort they have if they didn't think they would not be able to sell credits to the PRPs.

Mr. Runyon stated there are other upsides for the City that will come sooner than the end of the 10-year maintenance period. A number of entities including DEQ are on the record saying because you are working on restoration on the lower end of Rinearson Creek that would then help you leverage other funds including grants for upstream restoration areas. That upstream habitat influences what going on downstream in Rinearson Natural Area.

- Question: What process has been established to verify selling of these credits? Answer: Mr. Runyon noted the process is overseen by the trustees. They will establish the number of credits that will be generated from this project. The City receives the value of the stewardship and then anything beyond that would be split with Cascade in a 50/50 split.
- Question: What fund are the \$44,000 and \$10,000 coming out of? Answer: City Administrator Boyce stated they did not budget for those at the beginning of the year. What he would be looking at is using contingency funds and the general fund to cover that expense.

Mayor Byers explained this is not a public hearing; however, the Council is open to public comments from the audience.

Public Comment:

Tammy Stempel, 6960 Winfield Court stated she is an environmentalist. She puts huge value on existing green spaces and creating new green spaces for the community. The City is being asked to pay \$44,000 plus. She works for Adapt Engineering a firm that works with these types of projects and she sees everyday how \$44,000 could easily become double, triple, quadruple that amount. Environmental issues are very fluid. The City is being asked to pay for

a project they didn't ask for and not required to do. It is a project to offset pollution that happened in an area that is not ours. It is to make other people have a warm feeling about how they are helping the environment. With all the issues facing the City at this time, is Council comfortable committing to an open-ended project that is not budgeted for, that has not been on the City's forecast until fairly recently. She feels it's a great project, it needs to be restored. But she thinks that the City needs to look for options to come up with funding before committing to something that could get out of control easily. She cautioned the Council to be very thoughtful about how to proceed with this and how they commit to something that may become very large.

Councilor Busch stated he has been very close to this project for at least four year. He has worked with several people on it, homeowner's association and numerous diverse opinions about how this could be accomplished. He does not feel the City has been forced into this project in a sense that there has been a group working on this project for a long time, recognizing there could be something better than what is there. Several opportunities were explored for funding and they did get funding to do some minor things. When the opportunity came about to potentially be an interested mitigation site by the trustees, they were impressed. There is a lot of money there and as they explored the possibility they could see that this could be a very good opportunity for the City on a long-term basis. Included in this project when it is designed and ready to go there will be conservation easements set on the property which means the City of Gladstone and the property owners would have no responsibility to maintain the property forever. The Public Works Department spends many hours maintaining this site. At some point some action will have to be taken. This is an opportunity for the City to have a property that will be state-of-the-art; the trustees are providing extremely good guidance and scientific help as well as qualified people acting as consultants to take responsibility for the project. He has confidence that Cascade Environmental Group would not do this if they did not think it could be done. This is a workable situation. He has been diligent on working on the agreement to make sure that it is the best thing for the City.

Bill Dugan, 4728 SE La Cour Ct., Milwaukie stated he is president of the Robinwood Riviere Property Owners Association. He has had more experience with this pond than anyone; he has been working on this for 19 years. He was involved in the original agreement between Thomason and the City and his property association allowed the pond to exist in the first place. Thomason built the dam as mitigation for the Toyota lot. Before that it was a meadow of Canary Grass and there was nothing that could live in that area. Now a pond has been created that sustains all kinds of wildlife. It can be better; when the dam was created they didn't think about this passage and that is a big issue these days. They are willing to consider that. This is the best solution to really create a great place; not only for wildlife, a place for people to visit, but also satisfies some of the City's liabilities in terms of water quality, endangered species, fish and so forth. This is a great opportunity for the City to enhance this area that will be an asset to everyone involved.

Councilor Martinez stated she attended a meeting several years ago where both sides of this issue was discussed. Based on what she heard that night, she didn't think there could be an agreement. The fact that people have gotten together and worked out a really good solution is to their credit. She is glad to have an opportunity to do this.

Councilor Nelson moved and Councilor Busch seconded a motion to authorize the City Administrator to sign the agreement with the Rinearson Natural Area Restoration Project.

Motion carried unanimously.

Mayor Byers recessed the meeting at 8:25 p.m. and reconvened the meeting at 8:35 p.m.

7. Memo from City Attorney, State and Local Regulation of Exotic Animals. City Attorney David Doughman reported Heather Martin from their office reviewed for the City possible provisions for a Lynx that is owned by a citizen and is kept on his property. There were questions about permitting the animal, whether it is a service animal, how the state would treat it, and whether the Gladstone code would allow it.

What was learned recently was that prior to 2010 the state would have permitted the Lynx; in 2010 legislation was written that does not permit it. The state has commented that the Lynx would not be lawful under Oregon Law for this type of use. Gladstone code has a provision prohibiting this type of animal. This issue came about from an enforcement action/citation that the City gave to the property owner. The City cannot ignore what the state is saying and what they have determined in their research is the law; you can't keep the cat in this context. His recommendation is to give the owner a certain amount of time (30, 60 days) to try to find a longer-term solution that would be lawful. If that did not happen during that time other enforcement actions would resume.

Councilor members agree that this is unfortunate. The resident has had the cat for a number of years and he feels for him. It is tragic that it has to happen.

Pat Clark, 7650 Ridgewood Drive stated he is the owner of the Lynx. He has contacted the Veterans Administration (VA) and found that service animal is not the right title; companionship animal is actually the name which is verified by his psychologist. If he needs to get a PhD name on it, his psychologist will do so. He talked to the owner of the Sherwood cat place and was told that his Lynx will live to be 20 years not 26 years as previously stated. Seventeen (17) years is actually a long life for his cat. The owner stated that his cat is on borrowed time. The City Administrator can call and verify that information if needed. If he loses her and the cat dies in three months he will be very upset. If the city needs to take her that is what has to be done; however, he will be hurt as she is a family member.

City Attorney Doughman stated he doesn't know the distinction between a service animal and a companionship animal. Ultimately the question is if the state makes any distinction on that. If Council would like more information on the distinction between service and companionship animals and what the law allows, he could review those terms. Mayor Byers stated it is appropriate to get an interpretation of a companion animal from the state. City Attorney Doughman will review this issue with the distinction of a companionship animal and will get back to Council at the next meeting.

Mr. Clark stated the Sherwood place was reluctant to take his cat because of her age and was afraid she wouldn't adapt without him. He could find homes that would keep her but he is afraid she would not adapt at this point in life to new surroundings or should he euthanize her at that point.

8. Approval of Volunteer Handbook. City Administrator Boyce reported that the Assistant City Administrator has been working on the Volunteer Handbook. The Volunteer Handbook was recommended by the insurance company. Staff is recommending Council review and approval.

It was noted by Councilor Reisner that in the *Local Focus* there was an article about volunteer handbooks. He compared what was suggested be covered and what Gladstone's handbook wrote and found that the Gladstone handbook was comparable and well-done.

Councilor Martinez moved and Councilor Busch seconded a motion to approve the Volunteer Handbook as presented.

Motion carried unanimously.

9. Draft Master Fee Schedule. City Administrator Boyce reported the Master Fee Schedule was completed by the Assistant City Administrator, Jolene Morishita. The fee schedule has not been amended for several years. Research was done research on what other organizations have on their master fee schedules and compared it to where the City is currently. Staff is recommending Council review the document for comments and possible approval at next month's meeting.

Questions from Councilors:

- Question: Councilor Martinez asked about the library fee for the out-of-district card. Does this fee apply to those areas that are not part of Gladstone's library district within Clackamas County and other counties? Is it the same fee that has been charged in the past? Answer: City Administrator Boyce said yes to all three questions.
- Question: Councilor Reisner asked how the Police/Alarm Permit is administered. Answer: Assistant City Administrator reported it is something that would be brand new. It has not been determined how the Police Department will administer the permit. The Executive Assistant has indicated that she would probably be the one to do the administration (paperwork, alarm cards for homeowners, etc.). She has not spoken to the Police Chief so she does not know if this is his wishes.
- Question: Does the block party fee apply to the National Night Out. Answer: Assistant City Administrator Morishita said they are looking for Council feedback; however, her theory is the City wants to include as many neighborhoods as possible with National Night Out so she feels it would behoove the City to have Council to indicate that the fee is waived for that function.

Assistant City Manager Morishita noted she gave legal counsel a number of applications to create a process. Because of the work involved in changing the code to allow the City to administer these fees, it will be put on next month's agenda. A suggestion from the Police Department on alarm fees was given to City Attorney Heather Martin.

- Question: Is consideration being given to exempting senior citizens from initial alarm fees? Answer: Assistant City Manager Morishita said it was not indicated by the Police Department as an option, but certainly something the Council can recommend.

Mayor Byers suggested a Spell-check on Line 88 on Page 9-4.

- Question: Is the planning portion of the fee schedule not published because it is set by the County. Answer: Assistant City Administrator Morishita explained the planning

fee schedule is set by the County and City Planner Glasgow indicated that because of the fee structure and the formulas involved based on what plan or what project is being done, the cost involved in the project, and a number of other issues, he couldn't give any fee schedule that would be useful.

- Question: Councilor Martinez asked the definition of home occupation and suggested that it be changed to home business. Answer: Assistant City Administrator Morishita said it a business that is run out of the home. The term can be changed to home business and the code can be changed to reflect this.
- Question: Councilor Martinez asked where parking is available for those who purchase a parking permit. Answer: Assistant City Administrator Morishita stated there are certain areas of the City that require a parking permit (areas around the high school, parks, etc). All of the parking fees are on a yearly basis.

City Administrator Morishita noted that a member of Council requested a fee for a business license for rental property in Gladstone and she added it; Line 14, Business License for Rental Property in Gladstone. There was no objection to this addition.

It was noted that in Milwaukie the fee is \$100, much higher than Gladstone's fee. Assistant City Administrator Morishita stated it is up to Council if they want to increase that fee.

Staff was asked to review the amounts for the business license for rental property in an effort to come up with a fair amount for businesses with more than one business unit in the rental property and other fee issues brought up tonight and come back at the next meeting with suggested changes.

BUSINESS FROM THE COUNCIL

- Councilor Mersereau stated he made a few trips to the library over the last couple years and he thinks Irene Green has done a great job with her team. The interior looks better, brighter, and smells better. She has done a great job and he wanted to thank her. Before he left the last time he notices four or five exterior lights that were out and suggested the City find a way to replace those fixtures.
- Councilor Martinez reported the Council sponsored a Zombie Walk for Halloween. There were 34 participants remarkably made up in costume. The library did a great job in this event and they should be complimented.
- Councilor Martinez voiced concerns over the amount of work that the City Administrator and Assistant City Administrator have to do and how much time is spent responding to questions from the Council. She asked if there is a way to keep track of the time and work involved in questions on different issues. City Administrator Boyce stated if Council requests it, staff can do it.
- Councilor Nelson reported he was invited over the library several times but has not yet made it. He promised to visit in the near future.
- Councilor Nelson reported the Senior Center will be hosting a Turkey Dinner on Wednesday, November 20th. Volunteers are welcome to help serve. The dinner starts at 11:30 a.m. to 1:00 p.m. Santa will be coming on December 17th.
- Councilor Reisner reported he attended the emergency management training put on by the County. They did a scenario (a 6.9 earthquake in Gladstone) where they had to write up a

synopsis as to making a declaration. There are a lot of faults running along Oatfield and it is not a matter of if there will be an earthquake that big, but when. His synopsis included the complete destruction of city hall and the police station which satisfies the \$1.3 million for the County to rebuild.

- Councilor Reisner reported he attended the Clackamas County Cities event put on by Happy Valley at Camp Whitecomb. They are doing a push to rebuild the museum at the Armory.
- Councilor Reisner asked City Administrator Boyce if he was able to work out a solution with DEQ regarding overflows. City Administrator Boyce explained that after talking with the City Attorney they are not able to put the fines towards the mitigation effort. The fines are separate.
- Mayor Byers noted that in addition Herb Beals, Lucille Strobel passed away. He was unable to attend her funeral but did attend the funeral for Herb Beals. Mr. Beals and he served on the Planning Commission at the same time. He was a highly-regarded person and brought a lot of positive reflection on our community by the history books he did and his voluntary work in our community.
- Councilor Martinez suggested doing something to honor Herb Beals, possibly a Herb Beals day at the Rotary and a parade in his honor.

ADJOURN

Mayor Byers adjourned the Council Meeting at 9:25 p.m.

The next City Council meeting was adjourned to December 10, 2013, at 7:30 p.m.

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

Attest:

Mayor

Assistant City Administrator

November 13, 2013

Rhonda Bremmeyer, Center Manager
Gladstone Senior Center
1050 Portland Avenue
Gladstone, OR 97027

Dear Rhonda,

Here are three copies of amendment 1 for the fiscal year 2013-14 contract between the City of Gladstone/Gladstone Senior Center and Clackamas County Social Services Division. This is a budget adjustment that adjusts the match rate for Medicaid service client transportation services, redistributes Title III-C funding of the nutrition program and adjusts the Ride Connection transportation funding. This results in an increase to the contract budget of \$583.

Please have all three copies signed on the flagged signature pages and return all to me. I'll return a completed copy to you as soon as the amendment is approved and signed by the County's authorized representative. Please give me a call if you have any questions.

Regards,



Stefanie M. Danielson, Contract Specialist
Aging and Disability Services

Enclosures (3)

Contract Amendment
Health, Housing and Human Services

H3S Contract Number: 6174 Board Agenda Number: 060613-A1 Division: Social Services

Contractor: City of Gladstone/Gladstone Senior Center Amendment Number: 1

Amendment Requested By Brenda Durbin, CCSS Director

Changes: (X) Contract Budget

Justification for Amendment:

This is a budget adjustment that adjusts the match rate for Medicaid service client transportation services, redistributes Title III-C funding of the nutrition program and adjusts the Ride Connection transportation funding. This results in an increase to the contract budget of \$583.

I. AMEND: COMPENSATION AND RECORDS

A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 3 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is \$13,596 in Older Americans Act III-B funds, \$(1,362) in Older Americans Act III-C funds, \$1,365 in Older Americans Act III-D funds, \$17,160 in SPD Medicaid funds for Medicaid client Home Delivered meals, \$(1,500) in NSIP funds, \$9,432 in Ride Connection funds, \$1,315 in Tri-Met funds for waived non-medical match, and \$2,185 of Medicaid funds for Medicaid client non-medical transportation services, for a total net compensation of \$42,191.

TO READ:

A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 3 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is \$42,774:

Funding Title	CFDA #	Funding Maximum
Older Americans Act III-B	93.044	\$13,596
Older Americans Act III-C	93.045	\$306
Older Americans Act III-D	93.043	\$1,365
NSIP Funds	93.053	-\$1,093
Medicaid Funds: Home Delivered Meals	N/A	\$12,184
Ride Connection – In District	N/A	\$10,097
STF/Ride Connection: Vehicle Maintenance	20.513	\$2,820
STF/Tri-Met: Medicaid Waivered Non-Medical Transportation	N/A	\$1,290
Medicaid Funds: Waivered Non-Medical Transportation	N/A	\$2,209

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To Read

1. UNIT COST SCHEDULE
 CITY OF GLADSTONE - SENIOR CENTER
 Fiscal Year 2013-14

Service Category	OPI Funds (1)	OAA III B Funds (2)	OAA III C Funds (3)	OAA III D Funds (4)	OAA III E Funds (5)	Required Match (6)	NSIP Funds (7)	MEDICAID Funds (8)	Ride Con. Funds (11)	STF Funds (12)	Program Income (13)	NO. OF UNITS (14)	TOTAL COST (15)	Reimbursement Rates (16)
Case Management		2,825				314						89.5 hrs	3,139	\$34.33
Reassurance		2,911				324						77	3,235	\$37.72
Information & Assist.		3,322				369						190	3,691	\$17.44
Transportation - OAA PREVENTION		4,538				505					1,175	1,567	6,218	\$2.90
COUNSELING, AND REFERRALS				723		80						36	803	\$20.00
Trans - Ride Con In Dist				642		71						16	713	\$40.00
Ride Conn. - Vehicle Maint.						0			10,097		1,010	1,346	11,107	\$7.50
Medicaid Transp. non-medical						323				2,820	0	N/A	3,143	N/A
OAA Meal Site Mgmt			2,640			0		2,210		1,290		250	3,500	\$14.00
Medicaid Meals			(2,334)			294	(1,093)	13,547			5,760	6,000	8,694	\$1.40
TOTALS	\$0	\$13,596	\$305	\$1,365	\$0	\$2,020	(\$1,093)	\$15,757	\$10,097	\$4,110	\$6,582	1,420	8,496	\$6.17
													\$52,739	

Total Cost Equals (1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12 + 13 + 15)
 OAA & OPI Meal Program Reimbursement Rate (1 + 3 + 9 + 13 / 14 = 16)
 Medicaid HDM Reimbursement Rate (3 + 7 + 8 + 9 + 13 / 14 = 16)
 Social Service Program Reimbursement Rate (2 + 4 + 5 + 10 + 12 / 14 = 16)

Source of OAA Titles III B, III C, III D, and III E Match - Center Manager's time devoted to program supervision and administration

CONTRACT AMOUNT: 42,774

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All other terms and conditions of the original contract remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

AGENCY CITY OF GLADSTONE GLADSTONE SENIOR CENTER By Pete Boyce City Administrator Date <u>1050 Portland Avenue</u> Street Address <u>Gladstone, OR 97027</u> City/Zip <u>(503) 655-7701 (503) 650-4840</u> Phone Fax <u>93-6002170</u> Tax ID Number	CLACKAMAS COUNTY Commissioner John Ludlow, Chair Commissioner Jim Bernard Commissioner Paul Savas Commissioner Martha Schrader Commissioner Tootie Smith _____ Signing on Behalf of the Board _____ Cindy Becker, Director Health, Housing, and Human Services _____ Date
--	--

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City of GLADSTONE

Date: December 5, 2013

To: Mayor Byers and City Council

From: Pete Boyce, City Administrator *PS*

Re: Personal Services Contract – Municipal Court Judge

City staff has made changes as requested to the Personal Services Contract with Municipal Court Judge Linda Beloof. The changes include replacing all "his/her" with her to make the contract gender specific and an addition to Exhibit A titled "Time of Performance".

Last month there was a question concerning a payment from the City to cover the expense of a training seminar for Judge Beloof. Judge Beloof and City staff agree that the contract language does not require the City to pay such an expense. Judge Beloof will pay the current claim pending and cover this expense in the future.

City staff recommend approval of the contract.

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, OREGON
PERSONAL SERVICES CONTRACT**

A CONTRACT ("Contract") between THE CITY OF GLADSTONE, OREGON ("City"), and LINDA G. BELOOF ("Provider") entered into this 10th day of December, 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 her independent ability (or the ability of 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 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 her 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. (ORS 279B.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)

City of Gladstone, Personal Services Contract, Linda Beloof

U:/Morishita/contracts/saved contracts/Beloof personal services contract 2013 v.2

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.

Time of Performance:

- (1) Court will be held every second and fourth Tuesday each month;
- (2) Additional days will be added as needed to accommodate:
 - a. The docket, and
 - b. Jury trials.

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



Gladstone Fire Department

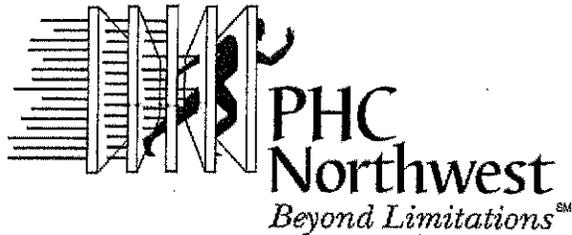
November 26, 2013

Pete, I have reviewed the contract and it is the same basic contract as previous years.

There is a \$6.17 per month increase from the previous contract.

The Fire department is in support of renewing another year.

Thanks MIKE



October 21, 2013

Mr. Mike Funk, Fire Marshall
Fire Department
City of Gladstone
555 Portland Avenue
Gladstone, Oregon 97027

**RE: City of Gladstone's Fire Station Janitorial Services Contract;
Period of Performance: December 1, 2013 through November 30, 2014**

Dear Mike:

As you may know, the Contract referenced above is due for annual review. We are very interested in renewing this Contract, and hereby submit our proposal for the period listed above.

Our proposal is based on the presumption there are no changes to the current Statement of work (SOW), and incorporates an increase to direct labor wages and benefits, in accordance with the Janitorial Collective Bargaining Agreement (summary attached). These changes represent an overall increase of 2.20% above the current price of \$280.14/monthly; \$3,361.68/annually, to the proposed price of:

\$286.31/monthly; \$3,435.72/annually

Our costing is based on observing the following Union holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If one of these holidays falls on Saturday, it will be observed on Friday, and if it falls on Sunday, it will be observed on Monday. PHC will be at your building to provide services, as defined by this Contract, on other than the above-listed days.

Eff. 7/2013, our additional janitorial services hourly rates are: \$25.00/hour (on as as-ordered basis)
\$30.50/hour (overtime, weekends and holidays)
Materials will be charged-back, as required.

(Continued)

Mr. Mike Funk
Gladstone Fire Station
Janitorial Services Proposal
October 21, 2012
Page -2-

For your review, we have attached the Janitorial Services Contract with PHC's signature. If acceptable, please sign and send a copy back, either electronically or via fax, 503-542-3948.

Please let us know if you have any questions or need additional information.

As always, we thank you for your continued business and interest in our mission to provide training and employment opportunities to people with disabilities.

Sincerely,



Therese M. McLain
Contracts & Communications Director

TMM/keg

Attachments

cc: Jolene Morishta, Gladstone City Hall

SERVICES AGREEMENT

This SERVICES AGREEMENT (this "**Agreement**") is entered into as of December 1, 2013 (the "**Effective Date**") by and between Portland Habilitation Center, Inc. ("**PHC**"), and City of Gladstone – Fire Station ("**Customer**").

RECITALS

- A. Customer desires to provide attractive and functional facilities for its customers, and safe, clean working areas for its employees.
- B. PHC is a leading provider of janitorial and landscape maintenance services for business and government entities throughout the northwest.
- C. Customer desires to engage PHC to provide janitorial services at its facilities as further provided in this Agreement, and PHC desires to provide such services to Customer as further provided in this Agreement.

AGREEMENT

In consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Term.** This Agreement shall commence on the Effective Date and continue in full force and effect for an initial term of one (1) year, unless earlier terminated in accordance with this Agreement. [This Agreement shall automatically renew each year thereafter for successive one-year terms unless the party desiring to have the Agreement terminated at the end of the then current term provides written notice to the other party within thirty (30) days but not more than ninety (90) days before the expiration of the then current term; in such case, the effective date of termination shall be the last date of the then current term.]
2. **Services.** Subject to this Agreement, PHC agrees to provide to Customer the janitorial services described in **Schedule A** (which schedule is attached hereto and made part of this Agreement by this reference), as may be modified in writing by the parties from time to time (the "**Services**"). Additional services may be performed by PHC as requested by Customer, subject to additional charges as the parties shall agree upon in writing.

Equipment and Supplies. PHC will be responsible for furnishing all tools, equipment, materials and supplies appropriate to perform its services under this Agreement. The customer will purchase consumable items through PHC (i.e., paper products, seat covers, hand soap, deodorizers, trash liners, and sand for urns), and be charged-back, at cost plus a 10% administrative fee.

3. **Standard of Service.** Customer's facilities are to be maintained by PHC at a high industry standard of cleanliness and orderliness by qualified janitorial employees. PHC shall perform the Services at all times in good faith and in a diligent, professional, safe and timely manner in accordance with this Agreement and in compliance with all applicable laws and regulations (including, but not limited to, OSHA and all other governmental regulations). In turn, Customer shall communicate to PHC at all times in good faith and in a diligent, professional and timely manner all pertinent information, in Customer's possession or reasonable control which is required or helpful to PHC to perform the Services. Under no circumstances shall Customer ask PHC to perform Services which would violate applicable laws or regulations, reasonable safety standards or this Agreement. Customer shall promptly report all concerns related to the Services to PHC.
4. **Fees; Invoicing.** Customer shall pay to PHC a fee for the Services, in such amounts as specified in **Schedule B** (which schedule is attached hereto and made part of this Agreement by this reference), as may be modified in writing by the parties from time to time (the "**Service Fee**"), plus any amounts for additional services requested by Customer and performed by PHC. PHC shall invoice Customer for the Service Fee at regular intervals in accordance with PHC's invoicing policies. Terms of PHC's invoices are net 30 days of date of invoice, unless otherwise stated.
5. **Insurance.** Each party agrees to maintain insurance in commercially reasonable amounts calculated to protect itself and the other party to this Agreement from any and all covered claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from activities performed or facilitated by this contract, whether these activities are performed by that company, its employees, agents, or anyone directly or indirectly engaged or employed by that party or its agents.
6. **Relationship of Parties.** The parties' relationship established under this Agreement is strictly an independent contractor relationship. PHC shall provide the Services by such means and methods, and at such times, as PHC deems fit and proper, without control or direction by Customer, pursuant to this Agreement. Each party covenants and agrees to act at all times in a manner consistent with the independent contractor relationship established under this Agreement.
7. **Disclaimer.** PHC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SERVICES OR ANY OTHER MATTER EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT. MOREOVER, PHC MAKES NO REPRESENTATION OR WARRANTY REGARDING ITS ABILITY TO PROVIDE SERVICES AT ANY PARTICULAR TIME.
8. **Indemnification.** Each party agrees to indemnify, defend and hold harmless the other party and its and their respective shareholders, members, partners, managers, directors, officers, employees, independent contractors, representatives, agents and

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assigns from and against any loss, damage or claim by any third party resulting from acts or omissions, willful or negligent, by the indemnitor arising out of or related to the performance of services or other activities under this Agreement.

9. **Limitation on Liability.** The aggregate amount of all payments made by PHC in satisfaction of claims made in connection with this Agreement, shall not exceed the amount of Service Fees paid by Customer to PHC in the twelve (12) month period immediately preceding the period in which the damages first began to accrue.

PHC SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, EVEN IF PHC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10. **Termination.** This Agreement shall terminate upon: (a) written notice of termination pursuant to default by the non-defaulting party to the defaulting party following the occurrence of an event of default as described in Section 12 of this Agreement or (b) mutual written agreement of the parties. Termination shall be effective the later of the date specified in the writing or the date of delivery of the writing. At the termination or expiration of this Agreement, Customer will allow PHC access to Customer's premises in order to remove PHC-owned equipment and supplies.

11. **Default.** Each of the following shall be an event of default: (a) Customer fails to timely pay all or any portion of the Service Fee when due; (b) a party breaches any covenant, obligation, representation or warranty to the other under this Agreement and fails to cure such breach within thirty (30) days after written notice by the other party specifying the nature of the breach with reasonable particularity; (c) the bankruptcy or insolvency of a party, transfer in fraud of its creditors, assignment for the benefit of its creditors or the appointment of a receiver or trustee for all or substantially all of a party's assets. A breach of any representation, covenant, term or obligation given or owed by a party under this Agreement by an employee, independent contractor, representative or agent of such party shall be deemed a breach by such party.

12. **Remedies on Default.** Subject to Section 10 of this Agreement, upon the occurrence of an event of default as described in Section 12 of this Agreement by either party, the non-defaulting party shall be entitled to terminate this Agreement as provided in Section 11 of this Agreement and/or recover damages and other amounts payable by the defaulting party. These remedies are in addition to other remedies available at law.

13. **Governing Law.** This Agreement shall be governed by the laws of the State of Oregon, U.S.A. Venue for any action shall be in Multnomah County, Oregon. Each party irrevocably submits to the jurisdiction of the courts sitting in that County.

14. **No Waiver.** The failure of either party to assert or enforce at any time, or for any period of time, any provision of this Agreement shall not constitute a waiver of such provision or the right of either party to enforce each and every provision at any future time.
15. **Assignment; Binding Nature.** This Agreement may not be assigned, in whole or in part, by a party without the non-assigning party's prior written consent. This Agreement shall be binding upon the parties hereto, their successors and permitted assigns.
16. **Attorney Fees.** In the event any action, suit or other legal proceeding is instituted relating to any term or condition of this Agreement or any of the rights, duties or obligations arising under it, the prevailing party shall be entitled to recover, and the other party agrees to pay to the prevailing party, whether or not the matter proceeds to final judgment or decree, in addition to costs and disbursements allowed by law, such sum as the trial and each appellate court may adjudge reasonable as attorney fees and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith and in any appeal thereof.
17. **Force Majeure.** Delays or failure by either party to perform its obligations hereunder are excused and shall not be a breach of this Agreement for any causes beyond its control including, but not limited to, war, acts of any governmental authority, riots, acts of God, inclement weather, fire, authority of law (without fault by PHC), strikes, stoppage of labor, lockouts, or labor trouble. The party affected shall give prompt notice to the other party of any such delay, and shall make reasonable efforts to correct the reason for such delay promptly.
18. **Severability.** Any terms of this Agreement, which by their nature are intended to survive termination or expiration (including but not limited to warranty, indemnification, governing law, venue, consent to jurisdiction, termination, and remedies provisions), survive the termination or expiration of this Agreement.
19. **Notice.** All notices required under this Agreement shall be in writing and addressed to the party's authorized representative, as specified in Schedule C. Mailed notices are deemed received five (5) days after post marked, when deposited, properly addressed and prepaid, into the United States Postal Service. Faxed notices are deemed received upon electronic confirmation of successful transmission to the designated fax number. Personal delivery is effective upon delivery. Notices sent via email will be deemed received when the recipient, by an email sent to the email address for the sender stated in Schedule C or by a notice delivered by another method in accordance with this Section 20, acknowledges having received that email. An automatic "read receipt" does not constitute acknowledgement for the purposes of this Section 20.
20. **Integration.** THIS AGREEMENT CONTAINS THE FINAL AND EXCLUSIVE AGREEMENT AND UNDERSTANDING OF THE PARTIES WITH RESPECT TO

THE SUBJECT MATTER OF IT, AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS AGREEMENTS, ORAL OR WRITTEN. EXCEPT AS SET FORTH IN THIS AGREEMENT, THERE ARE NO PROMISES, REPRESENTATIONS, AGREEMENTS OR UNDERSTANDINGS, ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

EXECUTED by the parties as of the date first set forth above.

PHC:

Portland Habilitation Center, Inc.

Customer:

City of Gladstone Fire Station



Signature

John Murphy

Print Name

President/CEO

Title

Signature

Print Name

Title

SCHEDULE A

City of Gladstone Fire Station

JANITORIAL SERVICE STATEMENT OF WORK (SOW)

Period of Performance: December 1, 2013 – November 30, 2014

1. Service Location:

PHC Northwest (PHC) will provide janitorial services for the following Customer facility:

555 Portland Avenue
Gladstone, OR 97027

2. Schedule:

- a. Regular janitorial services will be provided 2x a week, Mondays and Thursdays according to a schedule that will be agreed upon by Customer and PHC.
- b. PHC observes the following Union holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If one of these holidays falls on Saturday, it will be observed on Friday, and if it falls on Sunday, it will be observed on Monday. PHC will be at Customer's buildings to provide services, as defined by this Agreement, on other than the above-listed days.

3. Services:

- a. Janitorial service tasks will be performed at the frequencies specified below in Chart 1.
- b. Exceptional Services: If Customer requests services other than those tasks described below, PHC will provide services at the Additional Hourly Rates specified in Schedule B.
- c. PHC may subcontract some additional services, such as window cleaning. In the event that PHC will utilize the services of a subcontractor, PHC will notify Customer at the time the quotation for additional services is provided.

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Regular Janitorial Services: Chart 1

TASK	FREQUENCY		
	Mon & Thurs	Monthly	Quarterly
Clean offices.	X		
Empty waste baskets, pick-up loose trash, replace trash liners (except in the office area, as there are no liners needed), and put trash in dumpster. Clean containers, as needed.	X		
Clean kitchen.	X		
Clean the training room, dusting TV & computer monitors only.	X		
Clean library, dust the empty shelves and on top of the books.	X		
Vacuum carpeted areas and spot clean carpet stains, as needed.	X		
Clean non-carpeted areas.	X		
Dusting, to include wall items.	X		
Clean entrance door & window glass.	X		
Clean restrooms and shower area: toilets, toilet seats, urinals, sinks, counters, mirrors, door handles, handrails, polish chrome, clean partitions, and clean floors with neutral disinfectant solution. Replenish dispensers.	X		
Window cleaning, exterior and interior of exterior.	X		
Clean & sanitize all telephones.		X	
Clean all light fixtures.		X	
Scrub, seal, and buff the concrete lobby floor.			X
Scrub, seal, and buff restroom floors.			X

4. Consumable Supplies:

The customer would prefer to purchase consumable items through PHC (i.e., paper products, seat covers, hand soap, deodorizers, trash liners, and sand for urns), and be charged-back, at cost plus a 10% administrative fee.

SCHEDULE B

City of Gladstone Fire Station

SERVICE FEES FOR JANITORIAL SERVICES

Period of Performance: December 1, 2013 - November 30, 2014

1. Regular Janitorial Services:

The Service Fee for regular janitorial services as specified in Schedule A will be:

\$286.31 per month; \$3,435.72 per year

2. Additional Services:

The hourly rates for additional services will be:

\$25.00 per hour (regular)

\$30.50 per hour (overtime, weekends, holidays)

3. Periodic Services: Quotation provided upon request by Customer

4. Consumable Supplies: Are supplied by the City of Gladstone

5. Price Adjustments:

a. Prices may be adjusted, in whole or in part, at any time during the term of this Agreement in the event of (i) a change in the general scope of work, which may include, but is not limited to, a change in the nature of the Services supplied under the Agreement including frequency, quality or any specifications of the Services or (ii) changes in the cost of producing the Services.

b. Requests for price adjustments must be submitted in writing to the other party at least thirty (30) days prior to the proposed effective date and will include supporting information and documents sufficient to demonstrate that the need for the adjustment is the result of the application of the criteria identified in Section 5.a.

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SCHEDULE C

City of Gladstone Fire Station

SERVICES AGREEMENT

CONTACT INFORMATION AND KEY PERSONS

Period of Performance: December 1, 2013 – November 30, 2014

For Customer:

Contract Administrator:

Name:	Mike Funk Fire Marshal		
Address:	Gladstone Fire Station 555 Portland Ave., Gladstone, OR 97027		
Phone:	503-557-2775	Fax:	
Email:	Funk@ci.gladstone.or.us		

On-Site Coordinator:

Name:	Jeff Smith Volunteer Coordinator		
Address:	Gladstone Fire Station 555 Portland Ave., Gladstone, OR 97027		
Phone:	503-557-2774	Fax:	
Email:			

For PHC:

Contract Administrator:

Name:	Therese McLain		
Address:	Portland Habilitation Center 5312 NE 148 th Ave., Portland, OR 97230		
Phone:	503-261-1266 ext. 196	Fax:	503-542-3948
Email:	tmclain@phcnw.com		

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**JANITORIAL UNION (SEIU, LOCAL 49)
WAGE AND BENEFITS INFORMATION**

	<u>7/1/2011</u>	<u>7/1/2012</u>	<u>7/1/2013</u>	<u>7/1/2014</u>	<u>7/1/2015</u>
H&W	\$3.37	\$3.42	\$3.57	\$3.82	\$4.10
AccIns(Oregon)	3.10%	2.95%	3.14%	Unknown	Unknown
AccIns(Wash) Effective 1/1	.51035+wg (eff 1/1/2011)	.40760+wg (eff 1/1/2012)	.38780+wg (eff 1/1/2013)	Unknown	Unknown
Unemploy. Tax Effective 1/1	3.3%	3.3%	3.3%	Unknown	Unknown
	WAGE:	WAGE:	WAGE:	WAGE:	WAGE:
Food Court Attendant (PDX)	\$11.28	\$11.43	\$11.68	\$11.98	\$12.28
Janitor	\$12.45	\$12.60	\$12.85	\$13.15	\$13.45
Designated Custodian	\$12.65	\$12.80	\$13.05	\$13.35	\$13.65
Floor Care	\$13.10	\$13.25	\$13.50	\$13.80	\$14.10
Utility	\$12.80	\$12.95	\$13.20	\$13.50	\$13.80
Lead	\$13.10	\$13.25	\$13.50	\$13.80	\$14.10
Supervisor	\$17.02	\$17.16	\$17.50	\$17.91	\$18.31

**FOR COMPARISON, NON-UNION WORKERS (wages vary per Wage Det.)
FEDERAL WD, HEALTH & WELFARE RATE**

<u>6/1/2007</u>	<u>6/1/2008</u>	<u>6/1/2009</u>	<u>6/22/2010</u>	<u>6/17/2011</u>	<u>6/17/2012</u>	<u>6/19/2013</u>
\$3.16	\$3.24	\$3.35	\$3.50	\$3.59	\$3.71	\$3.81

EXCEPTIONAL SERVICE HOURLY RATE

	<u>7/04</u>	<u>7/07</u>	<u>7/08</u>	<u>7/09</u>	<u>7/10</u>	<u>7/11</u>	<u>7/12</u>	<u>7/13</u>
Regular:	\$19.00	\$21.00	\$22.50	\$23.00	\$23.00	\$24.00	\$24.85	\$25.00
O-T, wknds, holidays:	\$25.00	\$26.50	\$28.00	\$28.50	\$28.50	\$29.50	\$30.35	\$30.50

**Portland Habilitation Center, Inc.
Janitors Union Health & Welfare Rate
(Projected) July 1, 2014 through June 30, 2015**

The calculation for the Health & Welfare rate is as follows:

Health & Dental Ins., Union H&W	\$586.12 X 12 mos.	<u>\$7,033.44/YR.</u>
	(\$545.21 EE only; \$627.03 EE + family)	
Insurance rate per hour	\$7,033.44 / 2080 hrs.	\$3.38
Pension contribution per hour (avg)		\$.44
Total Health & Welfare rate per hour		<u><u>\$3.82</u></u>

**Portland Habilitation Center, Inc.
Janitors Union Health & Welfare Rate
(Projected) July 1, 2015 through June 30, 2016**

The calculation for the Health & Welfare rate is as follows:

Health & Dental Ins., Union H&W	\$627.14 X 12 mos.	<u>\$7,525.68/YR.</u>
	(\$583.37 EE only; \$670.91 EE + family)	
Insurance rate per hour	\$7,525.68 / 2080 hrs.	\$3.62
Pension contribution per hour (avg)		\$.48
Total Health & Welfare rate per hour		<u><u>\$4.10</u></u>

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PORTLAND HABILITATION CENTER INC

Premium estimate for Guaranteed Cost Plan

Period: 07/01/2013 - 07/01/2014

Policy: 256990

Plan: 1

Class	Description	Estimated Payroll	Rate	Estimated Premium
8742	Field Representatives	\$438,929	.29	\$1,273
8810	Office Clerical	\$1,101,101	.18	\$1,982
8837	+ Charitable/Welfare Orgn-Al Op-Dr	\$11,149,816	<u>2.59</u>	\$288,780
7090 M	Vessels-Boat Livery-State Act	\$0	8.02	\$0
Total Payroll		\$12,689,846		
		Manual Premium		\$292,035
+ Experience Rating Modification			x	<u>1.12</u> ←
		Modified Premium		\$327,079
Balance to Minimum Premium Maritime			+	<u>\$100</u>
		Standard Premium		\$327,179
		Premium Discount	-	<u>\$51,218</u>
		Discounted Premium		\$275,961
		Terrorism Premium	+	\$1,269
		Catastrophe Premium	+	\$1,269
DCBS Premium Assessment @ 6.2%			+	<u>\$17,261</u>
		Total Premiums and Assessments		\$295,760

First	\$3,500	0.0%
Next	\$14,500	10.0%
Next	\$82,000	15.0%
Over	\$100,000	16.5%

EFF 7/1/2013

Payroll Reporting Frequency: Quarterly
 Maritime coverage at limit of \$500,000 with \$100 minimum premium.

+ Terrorism premium = total payroll / 100 x .01

+ Catastrophe premium = total payroll / 100 x .01

DCBS Premium Assessment excludes federal premium.

Premium and rating factors will change on your anniversary rating date to those in effect at that time.

Your policy premium is based on your current estimated premium and may be prorated for policies issued for less than a full year or adjusted based on actual payroll by classification.

Policy_Proposal_Packet_PremEst

Created on 06/20/2013

Eff 7/1/2013, the rate is as follows:

Modified Premium	Terrorism Premium	Catastrophe Premium	DCBS Premium Assessment (6.2%)	=	<u>3.14%</u> <i>A</i>
$((2.59 \times 1.12) + ((2.59 \times 1.12) \times .01) + ((2.59 \times 1.12) \times .01) + ((2.59 \times 1.12) \times .062)$					



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Portland Habilitation Center, Inc.
Unemployment Tax

Portland Habilitation Center, Inc. (PHC) pays for unemployment on a reimbursable status with the State of Oregon. Only non-profit organizations are allowed to pay for actual unemployment claims versus paying a tax rate. Our unemployment claims vary greatly from period to period, depending on turnover. While the actual quoted rates also vary from 1% to the highest rate of 5.4%, we are taking a more moderate, reasonable approach, by consistently using the tax rate given to new businesses in the State of Oregon to cost our contracts.

The tax rate given to new employers as of January 1, 2013, is 3.3%, as posted on the web (www.oregon.gov/employ/tax) under State Tax Rates, checked and printed on 1/2/2013. This rate information is also available by calling the Oregon Employment Tax Division, at 1-503-947-1488.

City of Gladstone

Month: November 2013

Payroll	11/20/13	Check	# 74760	6,208.61	Final Payroll
	11/29/13	Check	# 74762 - 74808	28,001.23	Payroll
	11/29/13	Direct Deposit		140,850.64	Payroll
				175,060.48	Total

Manual/ Machine/ Month End Checks

	11/4/13	Check	# 74617	956.38	Misc AP
	11/7/13	Check	# 74618	3,000.00	Misc AP
	11/15/13	Check	# 74752	500.00	Misc AP
	11/18/13	Check	# 74753	200.00	Misc AP
	11/19/13	Check	# 74754 - 74758	198,479.79	Misc AP
	11/20/13	Check	# 74759, 74761	7,176.85	Misc AP
	11/26/13	Check	# 74809	92.50	Misc AP
	11/29/13	Check	# 74810 - 74833	47,996.89	Month End
				258,402.41	Total

Urban Renewal Checks

	11/13/13	Checks	# 5466	36,742.60	Misc UR
				36,742.60	Total

Outstanding Invoices

	12/11/13	Preliminary		104,010.25	
					Total

November Monthly

574,215.74

Total

Council Approval

JE 34

Payroll

G/L Distribution Report

User: anderson

Batch: 00001.11.2013 COMPUTER

City of Gladstone



Account Number	Debit Amount	Credit Amount	Description
Section 1 001	GENERAL FUND		
001-000-140000	0.00	6,208.61	CASH IN BANK
001-000-290001	0.00	1,317.16	FEDERAL WITHHOLDING W/H
001-000-290002	0.00	1,376.92	SOCIAL SECURITY W/H
001-000-290003	0.00	693.88	STATE TAX W/H
001-000-290004	0.00	7.46	WBF WORKDAY ASSESS
001-000-290005	0.00	63.00	UNEMPLOYMENT
01-000-290007	0.00	64.23	TRI-MET TAX
001-000-290104	0.00	87.63	UNION DUES W/H
001-000-290111	0.00	626.17	RETIREMENT/PERS
001-000-290115	0.00	24.20	DISABILITY INSURANCE
001-024-102500	1,469.79	0.00	PAYROLL COSTS
001-024-141500	8,999.47	0.00	POLICE ACTING SERGEANT
Section 1 Total:	10,469.26	10,469.26	
Report Total:	10,469.26	10,469.26	

Payroll

G/L Distribution Report

User: anderson

Batch: 00002.11.2013 COMPUTER

City of Gladstone



Account Number	Debit Amount	Credit Amount	Description
Section 1 001	GENERAL FUND		
Section 2 000			
001-000-140000	58,577.79	0.00	CASH IN BANK
001-000-290000	0.00	140,850.64	DIRECT DEPOSIT LIABILITIES
001-000-290001	0.00	29,236.32	FEDERAL WITHHOLDING W/H
001-000-290002	0.00	38,733.74	SOCIAL SECURITY W/H
001-000-290003	0.00	16,761.18	STATE TAX W/H
J01-000-290004	0.00	247.02	WBF WORKDAY ASSESS
001-000-290005	0.00	1,772.14	UNEMPLOYMENT
001-000-290007	0.00	1,806.82	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	50,115.11	HEALTH INS W/H
001-000-290104	0.00	1,873.24	UNION DUES W/H
001-000-290105	0.00	6,257.12	DEFERRED COMP W/H
001-000-290108	0.00	113.09	LIFE INSURANCE/PU
001-000-290111	0.00	37,794.76	RETIREMENT/PERS
001-000-290112	0.00	3,706.82	RETIREMENT
001-000-290114	0.00	1,000.00	FIREFIGHTER HOUSE DUES
001-000-290115	0.00	928.77	DISABILITY INSURANCE
J01-000-290124	0.00	1,625.06	VEBA HEALTH CONTRIBUTIONS
001-000-290125	0.00	276.66	SECTION 125 FLEX HEALTH
Section 2 Total:	58,577.79	340,258.55	
Section 2 021	GENERAL ADMINISTRATION		
001-021-100000	9,264.81	0.00	CITY ADMINISTRATOR
001-021-100500	7,125.00	0.00	ASSISTANT CITY ADMINSTRATOR
001-021-101500	4,815.80	0.00	ADMIN SECRETARY/REC COORDINATO
001-021-102000	4,579.66	0.00	ACCOUNT CLERK (FINANCE)
001-021-102500	11,846.87	0.00	PAYROLL COSTS
Section 2 Total:	37,632.14	0.00	
Section 2 022	MUNICIPAL COURT		
001-022-102500	3,000.21	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	2,027.20	0.00	ASSISTANT COURT CLERK
Section 2 Total:	9,695.99	0.00	
Section 2 024	POLICE DEPARTMENT		
001-024-102500	43,174.73	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
001-024-142000	6,102.72	0.00	POLICE DETECTIVE
001-024-142500	6,709.08	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	5,394.64	0.00	POLICE OFFICER
001-024-146000	5,424.54	0.00	POLICE OFFICER
001-024-146200	5,304.20	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
001-024-150500	54.00	0.00	POLICE RESERVES
001-024-151500	2,460.02	0.00	HOLIDAY PAY
001-024-152500	3,087.17	0.00	OVERTIME
001-024-152600	2,485.31	0.00	TRAINING OVERTIME
Section 2 Total:	135,407.88	0.00	
Section 2 025	FIRE DEPARTMENT		
001-025-102500	5,529.88	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	17,666.66	0.00	ON-CALL FIREFIGHTERS
Section 2 Total:	30,963.60	0.00	
Section 2 026	PARK DEPARTMENT		
001-026-102500	3,129.53	0.00	PAYROLL COSTS
001-026-190000	662.40	0.00	PUBLIC WORKS SUPERVISOR
001-026-190500	4,664.27	0.00	UTILITY WORKER, JOURNEY
001-026-192000	82.75	0.00	OVERTIME
Section 2 Total:	8,538.95	0.00	
Section 2 028	SENIOR CENTER		
001-028-102500	5,187.41	0.00	PAYROLL COSTS

Account Number	Debit Amount	Credit Amount	Description
001-028-208500	5,863.00	0.00	SENIOR CENTER MANAGER
001-028-209500	2,003.46	0.00	TRAM DRIVER
001-028-210000	991.38	0.00	OFFICE ASSISTANT
001-028-210500	1,934.93	0.00	NUTRITION CATERER
Section 2 Total:	15,980.18	0.00	
Section 2 029	LIBRARY		
001-029-102500	12,054.35	0.00	PAYROLL COSTS
001-029-220000	5,867.00	0.00	LIBRARY DIRECTOR
001-029-221500	6,246.47	0.00	LIBRARY ASSISTANT II
001-029-222000	3,976.64	0.00	LIBRARY ASSISTANT II
001-029-222500	4,374.23	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	441.14	0.00	LIBRARY AIDE
001-029-223500	2,777.15	0.00	ON CALL LIB ASSISTANT
Section 2 Total:	43,462.02	0.00	
Section 1 Total:	340,258.55	340,258.55	
Section 1 003	SEWER FUND		
Section 2 000	LIBRARY		
003-000-140000	0.00	18,974.80	CASH IN BANK
Section 2 Total:	0.00	18,974.80	
Section 2 003	SEWER DEPARTMENT		
003-003-102500	5,900.26	0.00	PAYROLL COSTS
003-003-300300	2,318.40	0.00	PUBLIC WORKS SUPERVISOR
003-003-300700	2,633.13	0.00	UTILITY WKR, JOURNEY/MAINT TECH
003-003-301000	4,780.88	0.00	UTILITY WORKER
003-003-301200	3,342.13	0.00	ACCOUNT CLERK
Section 2 Total:	18,974.80	0.00	
Section 1 Total:	18,974.80	18,974.80	
Section 1 004	WATER FUND		
Section 2 000	SEWER DEPARTMENT		
004-000-140000	0.00	21,786.87	CASH IN BANK
Section 2 Total:	0.00	21,786.87	
Section 2 004	WATER DEPARTMENT		

Account Number	Debit Amount	Credit Amount	Description
004-004-102500	6,812.96	0.00	PAYROLL COSTS
004-004-400300	1,987.20	0.00	PUBLIC WORKS SUPERVISOR
004-004-400700	2,633.10	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	978.43	0.00	OVERTIME
Section 2 Total:	21,786.87	0.00	
Section 1 Total:	21,786.87	21,786.87	
Section 1 005	ROAD & STREET FUND		
Section 2 000	WATER DEPARTMENT		
005-000-140000	0.00	10,125.50	CASH IN BANK
Section 2 Total:	0.00	10,125.50	
Section 2 005	STREET DEPARTMENT		
005-005-102500	3,170.48	0.00	PAYROLL COSTS
005-005-501500	1,656.00	0.00	PUBLIC WKS SUPERVISOR
005-005-502000	5,168.24	0.00	UTILITY WORKER, JOURNEY
005-005-502500	130.78	0.00	OVERTIME
Section 2 Total:	10,125.50	0.00	
Section 1 Total:	10,125.50	10,125.50	
Section 1 008	POLICE/COMMUNC LEVY FUND		
Section 2 000	STREET DEPARTMENT		
008-000-140000	0.00	26,830.51	CASH IN BANK
Section 2 Total:	0.00	26,830.51	
Section 2 008	POLICE/COMMUNC LEVY DEPT		
008-008-102500	8,705.05	0.00	PAYROLL COSTS
008-008-800500	5,476.80	0.00	SCHOOL RESOURCE OFFICER
008-008-801500	4,964.00	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	1,264.94	0.00	OVERTIME
Section 2 Total:	26,830.51	0.00	
Section 1 Total:	26,830.51	26,830.51	
Section 1 009	FIRE/EMERG SERVICES LEVY FUND		

Account Number	Debit Amount	Credit Amount	Description
Section 2 000	POLICE/COMMUNC LEVY DEPT		
009-000-140000	0.00	8,861.34	CASH IN BANK
Section 2 Total:	0.00	8,861.34	
Section 2 009	FIRE/EMERG SERVICES DEPT		
009-009-102500	2,783.76	0.00	PAYROLL COSTS
009-009-900500	5,449.00	0.00	VOLUNTEER FIRE COORDINATOR
009-009-901500	628.58	0.00	SEASONAL HELP
Section 2 Total:	8,861.34	0.00	
Section 1 Total:	8,861.34	8,861.34	
Report Total:	426,837.57	426,837.57	

JE44

Clearing House

Distribution Report

User: anderson
Printed: 11/25/2013 - 11:04AM
Batch: 00001.11.2013



Account Number	Debit	Credit	Account Description
001-000-140000	0.00	140,850.64	CASH IN BANK
001-000-290000	140,850.64	0.00	DIRECT DEPOSIT LIABILITIES
	<u>140,850.64</u>	<u>140,850.64</u>	
Report Totals:	<u>140,850.64</u>	<u>140,850.64</u>	

Accounts Payable

Checks by Date - Detail by Check Date

User: anderson
Printed: 11/29/2013 3:34 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
74617	08830 11.30.13	US Postal Service US Postal/Water Bill Postage	11/04/2013	956.38
Total for Check Number 74617:				956.38
Total for 11/4/2013:				956.38
74618	00734 10.31.13	Beloof & Haines Beloof/Muni Court Judge	11/07/2013	3,000.00
Total for Check Number 74618:				3,000.00
Total for 11/7/2013:				3,000.00
Report Total (2 checks):				3,956.38

Accounts Payable

Checks by Date - Detail by Check Date

User: anderson
Printed: 11/29/2013 3:36 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
74752	03271 2013-02	Gladstone Fire Department Gladstone Fire Members Assoc/Donation	11/15/2013	500.00
Total for Check Number 74752:				500.00
Total for 11/15/2013:				500.00
Report Total (1 checks):				500.00

Accounts Payable

Checks by Date - Detail by Check Date

User: anderson
Printed: 11/29/2013 3:39 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
74753	06243 Tabor	Oregon, State of Drinking Water Program/Tabor	11/18/2013	200.00
Total for Check Number 74753:				200.00
Total for 11/18/2013:				200.00
Report Total (1 checks):				200.00

Accounts Payable

Checks by Date - Detail by Check Date

User: anderson
 Printed: 11/29/2013 3:38 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
74754	01339	CIS/EBS Trust	11/19/2013	
	113013	CIS-EBS Trust/Statutory Life		32.34
	113013	CIS-EBS Trust/Statutory Life		13.86
	113013	CIS-EBS Trust/Elective Life		243.14
	113013	CIS-EBS Trust/Disability Adjust		7.36
	113013	CIS-EBS Trust/Life		115.72
	113013	CIS-EBS Trust/Health-Employee Paid		6,157.78
	113013	CIS-EBS Trust/Disability		952.97
	113013	CIS-EBS Trust/Health-Employer Paid		45,522.11
			Total for Check Number 74754:	53,045.28
74755	01585 Sept/Oct	Clackamas, County of Clack Cty Water Environ/TriCity Receipts	11/19/2013	143,713.86
			Total for Check Number 74755:	143,713.86
74756	03226	Gladstone Municipal Court	11/19/2013	
	103113	Gladstone Muni Court/Bankcard Rental		18.00
	103113	Gladstone Muni Court/Bankcard Transact		171.76
	103113	Gladstone Muni Court/Juror Fees		61.02
			Total for Check Number 74756:	250.78
74757	08830 11302013	US Postal Service US Postal/Newsletter Postage	11/19/2013	1,190.37
			Total for Check Number 74757:	1,190.37
74758	08837 111913	US Treasury Notice of Levy	11/19/2013	279.50
			Total for Check Number 74758:	279.50
			Total for 11/19/2013:	198,479.79
			Report Total (5 checks):	198,479.79

Accounts Payable

Checks by Date - Detail by Check Date

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Printed: 11/29/2013 3:41 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
74759	01726	Clackamas Fed. Cred.Union	11/20/2013	
	113013	Clack Comm FCU/Deferred Comp W-H		100.00
	113013	Clack Comm FCU/Police Union Dues 54312400		1,058.97
	113013	Clack Comm FCU/Credit Union W-H		5,989.00
Total for Check Number 74759:				7,147.97
Total for 11/20/2013:				7,147.97
Report Total (1 checks):				7,147.97

Accounts Payable

Checks by Date - Detail by Check Date

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Printed: 11/29/2013 3:42 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
74761	06253 0512002-2	Oregon, State of Oregon Dept Revenue/W-H Deposit Penalty	11/20/2013	28.88
Total for Check Number 74761:				28.88
Total for 11/20/2013:				28.88
Report Total (1 checks):				28.88

Accounts Payable

Checks by Date - Detail by Check Date

User: anderson
Printed: 11/29/2013 3:43 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
74809	06251A 112613 2014 Wel	Oregon, State of Oregon DMV/2014 WellsCargo Title & Reg	11/26/2013	92.50
Total for Check Number 74809:				92.50
Total for 11/26/2013:				92.50
Report Total (1 checks):				92.50

Accounts Payable

Checks by Date - Detail by Check Date

User: anderson
 Printed: 11/29/2013 3:44 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
74810	00283M	Aikin, Maria	11/29/2013	
	11.26.13	Aikin/Reimbursement		56.92
	11.26.13	Aikin/Reimbursement		20.98
	11.26.13	Aikin/Reimbursement		5.60
Total for Check Number 74810:				83.50
74811	00734	Beloof & Haines	11/29/2013	
	11.30.13	Beloof/Muni Court Judge		3,000.00
Total for Check Number 74811:				3,000.00
74812	01140	Carbone's Custom Firearms	11/29/2013	
	1595	Carbone's Firearms/Equipment		2,445.60
Total for Check Number 74812:				2,445.60
74813	01261	Charter House LLC	11/29/2013	
	6297	Charter House/Payroll Forms		79.94
Total for Check Number 74813:				79.94
74814	02657	Axa Equitable/Equi-Vest	11/29/2013	
	11.30.13	Axa Equitable/Deferred Comp		6,157.12
Total for Check Number 74814:				6,157.12
74815	02659	Axa Equitable RIA	11/29/2013	
	X5736 11.30.13	Axa Equitable/RIA Contributions		3,469.11
Total for Check Number 74815:				3,469.11
74816	02661	Axa Equitable/EVLICO	11/29/2013	
	352255100 12/13	Axa Equitable/UL Premiums		237.71
Total for Check Number 74816:				237.71
74817	02915	Union Security Insurance	11/29/2013	
	4005790-212 11/	Union Security/Life Premiums		1.40
	4005790-212 11/	Union Security/Life Premiums		187.55
Total for Check Number 74817:				188.95
74818	03205	Gladstone Historical Society	11/29/2013	
	11.26.13	Gladstone Historical Society/History Books		50.00
Total for Check Number 74818:				50.00
74819	03271	Gladstone Fire Department	11/29/2013	
	11.30.13	Gladstone Volunteer Fire/House Dues		1,000.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 74819:	1,000.00
74820	03958	Integra Telecom	11/29/2013	
	114659200	Integra/Telephones		139.62
	114659200	Integra/Telephones		93.94
	114659200	Integra/Telephones		32.16
	114659200	Integra/Telephones		93.94
	114659200	Integra/Telephones		650.80
			Total for Check Number 74820:	1,010.46
74821	04606	Local Gov't Personnel Institut	11/29/2013	
	10266	Local Govy Personnel/Services		1,614.85
			Total for Check Number 74821:	1,614.85
74822	04667	James MacFarlane	11/29/2013	
	11.22.13	MacFarlane/Reimbursement		16.40
	11.22.13	MacFarlane/Reimbursement		59.99
			Total for Check Number 74822:	76.39
74823	04810	Merina and Company LLP	11/29/2013	
	8336	Merina & Co/Audit		1,500.00
			Total for Check Number 74823:	1,500.00
74824	05396A	Nextel/Sprint	11/29/2013	
	345122314-144	Nextel-Sprint/Services		318.75
			Total for Check Number 74824:	318.75
74825	05432	North Clackamas County	11/29/2013	
	NCCWC14-714	N Clack Cty Water Comm/Purchases		17,679.67
			Total for Check Number 74825:	17,679.67
74826	05521	Northwest Natural	11/29/2013	
	148922-8 11/13	Northwest Natural/Gas Billing		323.80
	149733-8 11/13	Northwest Natural/Gas Billing		100.43
	363279-1 11/13	Northwest Natural/Gas Billing		226.36
			Total for Check Number 74826:	650.59
74827	05681M	Office Of The Trustee	11/29/2013	
	11.30.13	Office Trustee/Funds Due		640.00
			Total for Check Number 74827:	640.00
74828	05746	Oregon AFSCME Council #75	11/29/2013	
	11.30.13	Oregon AFSCME/Dues W-H		901.90
			Total for Check Number 74828:	901.90
74829	06841	Petty Cash for benefit of	11/29/2013	
	11.30.13	Petty Cash/City Hall		34.65
	11.30.13	Petty Cash/City Hall		20.97
			Total for Check Number 74829:	55.62
74830	06842	Petty Cash for benefit of	11/29/2013	
	11.30.13	Library/Petty Cash		107.52

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 74830:	107.52
74831	06871B 489661	Pitney Bowes Inc Pitney Bowes/Supplies	11/29/2013	117.27
			Total for Check Number 74831:	117.27
74832	07510M 91137795	Ricoh USA Inc Ricoh/Copier	11/29/2013	835.77
			Total for Check Number 74832:	835.77
74833	08802	US Bank	11/29/2013	
	11.29.13	US Bank/BankCard Charges		1,635.60
	11.29.13	US Bank/BankCard Charges		14.98
	11.29.13	US Bank/BankCard Charges		208.00
	11.29.13	US Bank/BankCard Charges		3,917.59
			Total for Check Number 74833:	5,776.17
			Total for 11/29/2013:	47,996.89
			Report Total (24 checks):	47,996.89

Accounts Payable

Checks by Date - Detail by Check Date

User: anderson
Printed: 11/29/2013 3:35 PM

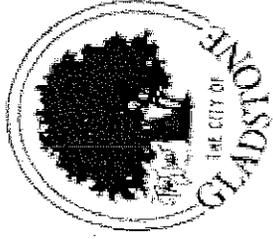


Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
5466	08476 2008	Timberline Development Timberline Develop/Sanitary Sewer	11/13/2013	36,742.60
Total for Check Number 5466:				36,742.60
Total for 11/13/2013:				36,742.60
Report Total (1 checks):				36,742.60

Accounts Payable

To Be Paid Proof List

User: anderson
 Printed: 12/05/2013 - 8:55AM
 Batch: 00009.11.2013



Invoice Number	Account Number	Invoice Date	Amount	Quantity	Description	Payment Date	Task Label	Type	PO #	Close PO	Line #
00345M	PLS65518277	11/30/2013	5.85	0.00	Alliance Entertainment	12/11/2013					0
					001-029-231500 NON-PRINT ITEMS		Alliance/Non Print			False	
			5.85		PLS65518277 Total:						
			5.85		00345M Total:						
00367A	0074191CM99657	11/30/2013	-12.91	0.00	Amazon	12/11/2013					0
					001-029-230500 NEW BOOKS		Amazon/Purchases			False	
			-12.91		0074191CM99657 Total:						
			49.95		06740088829						
06740088829		11/30/2013	49.95	0.00	Amazon	12/11/2013					0
					001-029-228500 ADULT/CHILDREN'S PROGRA		Amazon/Purchases			False	
			49.95		06740088829 Total:						
			17.52		078669028573						
078669028573		11/30/2013	17.52	0.00	Amazon	12/11/2013					0
					001-029-230500 NEW BOOKS		Amazon/Purchases			False	
			17.52		078669028573 Total:						
			28.23		080608619418						
080608619418		11/30/2013	28.23	0.00	Amazon	12/11/2013					0
					001-029-228500 ADULT/CHILDREN'S PROGRA		Amazon/Purchases			False	
			28.23		080608619418 Total:						
			17.69		098060848139						
098060848139		11/30/2013	17.69	0.00	Amazon	12/11/2013					0
					001-029-228500 ADULT/CHILDREN'S PROGRA		Amazon/Purchases			False	
			17.69		098060848139 Total:						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
	098060848139 Total:	17.69							
158098262934	11/30/2013	291.38	0.00	12/11/2013				False	0
	001-029-231500 NON-PRINT ITEMS				Amazon/Purchases				
	158098262934 Total:	291.38							
180706021284	11/30/2013	11.10	0.00	12/11/2013				False	0
	001-029-228500 ADULT/CHILDREN'S PROGRA				Amazon/Purchases				
	180706021284 Total:	11.10							
180708289597	11/30/2013	33.45	0.00	12/11/2013				False	0
	001-029-225500 OFFICE SUPPL/PROCESSNG M				Amazon/Purchases				
	180708289597 Total:	33.45							
208131148420	11/30/2013	37.35	0.00	12/11/2013				False	0
	001-029-230500 NEW BOOKS				Amazon/Purchases				
	208131148420 Total:	37.35							
208133174544	11/30/2013	17.82	0.00	12/11/2013				False	0
	001-029-231500 NON-PRINT ITEMS				Amazon/Purchases				
	208133174544 Total:	17.82							
218603455902	11/30/2013	17.84	0.00	12/11/2013				False	0
	001-029-228500 ADULT/CHILDREN'S PROGRA				Amazon/Purchases				
	218603455902 Total:	17.84							
232410417577	11/30/2013	40.04	0.00	12/11/2013				False	0
	001-029-225500 OFFICE SUPPL/PROCESSNG M				Amazon/Purchases				
	232410417577 Total:	40.04							
249628197259	11/30/2013	19.95	0.00	12/11/2013				False	0
	001-029-230500 NEW BOOKS				Amazon/Purchases				
	249628197259 Total:	19.95							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
283474317526	11/30/2013	-2.00	0.00	12/11/2013				False	0
001-029-231500	NON-PRINT ITEMS			Amazon/Purchases					
	283474317526 Total:	-2.00							
298236247580	11/30/2013	19.98	0.00	12/11/2013				False	0
001-029-230500	NEW BOOKS			Amazon/Purchases					
	298236247580 Total:	19.98							
	00367A Total:	587.39							
00438	Alexin Analytical Laboratories								
15991	11/30/2013	360.00	0.00	12/11/2013				False	0
004-004-408000	LABORATORY WATER TESTS			Alexin Labs/Water Tests					
	15991 Total:	360.00							
	00438 Total:	360.00							
00444	Anderson Roofing Co. Inc.								
1131343	11/30/2013	975.00	0.00	12/11/2013				False	0
001-029-225000	BUILDING MAINTENANCE/SU			Anderson Roofing/Services					
	1131343 Total:	975.00							
	00444 Total:	975.00							
00600	Bachman Paving								
111313	11/30/2013	3,876.00	0.00	12/11/2013				False	0
005-005-515000	STREET MAINTENANCE			Bachman Paving/Services					
	111313 Total:	3,876.00							
	00600 Total:	3,876.00							
00603	Backflow Management Inc								
6865	11/30/2013	56.00	0.00	12/11/2013				False	0
004-004-414500	METER REPLACEMENTS/BAC			Backflow Mgmt/Meter Replacements					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
6865 Total:		56.00							
00603 Total:		56.00							
00616 Baker & Taylor Inc									
4010682992 11/30/2013		101.75	0.00	12/11/2013	Baker & Taylor/Purchases	False			0
001-029-231500 NON-PRINT ITEMS									
4010682992 Total:		101.75							
4010684505 11/30/2013		76.69	0.00	12/11/2013	Baker & Taylor/Purchases	False			0
001-029-230500 NEW BOOKS									
4010684505 Total:		76.69							
4010688036 11/30/2013		753.78	0.00	12/11/2013	Baker & Taylor/Purchases	False			0
001-029-230500 NEW BOOKS									
4010688036 Total:		753.78							
4010692621 11/30/2013		38.81	0.00	12/11/2013	Baker & Taylor/Purchases	False			0
001-029-230500 NEW BOOKS									
4010692621 11/30/2013		30.23	0.00	12/11/2013	Baker & Taylor/Purchases	False			0
001-029-231500 NON-PRINT ITEMS									
4010692621 Total:		69.04							
4010693346 11/30/2013		258.76	0.00	12/11/2013	Baker & Taylor/Purchases	False			0
001-029-230500 NEW BOOKS									
4010693346 Total:		258.76							
4010693382 11/30/2013		117.55	0.00	12/11/2013	Baker & Taylor/Purchases	False			0
001-029-231500 NON-PRINT ITEMS									
4010693382 Total:		117.55							
4010695375 11/30/2013		116.88	0.00	12/11/2013	Baker & Taylor/Purchases	False			0
001-029-230500 NEW BOOKS									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
	4010695375 Total:	116.88							
4010699077	11/30/2013	113.83	0.00	12/11/2013				False	0
001-029-230500 NEW BOOKS	Baker & Taylor/Purchases								
	4010699077 Total:	113.83							
4010705652	11/30/2013	240.78	0.00	12/11/2013				False	0
001-029-230500 NEW BOOKS	Baker & Taylor/Purchases								
	4010705652 Total:	240.78							
	00616 Total:	1,849.06							
00736	Beck Electric Inc	115.00	0.00	12/11/2013				False	0
17916	11/30/2013								
001-025-175500 STATION MAINTENANCE & S	Beck Electric/Services								
	17916 Total:	115.00							
17929	11/30/2013	181.00	0.00	12/11/2013				False	0
001-024-161000 CONTRACTUAL SERVICES	Beck Electric/Services								
	17929 Total:	181.00							
17930	11/30/2013	148.00	0.00	12/11/2013				False	0
001-021-110500 BUILDING MAINTENANCE	Beck Electric/Services								
	17930 Total:	148.00							
	00736 Total:	444.00							
00875	Blumenthal Uniforms	671.20	0.00	12/11/2013				False	0
31809	11/30/2013								
001-024-159500 UNIFORM & EQUIPMENT	Blumenthals/Uniforms								
	31809 Total:	671.20							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
	00875 Total:	671.20							
00875A	Blumenthal Uniforms	50.00	0.00	12/11/2013				False	0
34730	11/30/2013								
	001-025-174500 UNIFORMS				Blumenthals/Uniforms				
	34730 Total:	50.00							
	00875A Total:	50.00							
00993	Brown & Caldwell	25,471.79	0.00	12/11/2013				False	0
53204656	11/30/2013								
	003-003-307700 STORM/SANITARY MASTER P				Brown & Caldwell/Master Plan				
	53204656 Total:	25,471.79							
	00993 Total:	25,471.79							
01235M	Centro Print Solutions	569.42	0.00	12/11/2013				False	0
201771	11/30/2013								
	001-021-113000 OFFICE SUPPLIES/PRINT/POS				Centro Print/Tax Forms				
	201771 Total:	569.42							
	01235M Total:	569.42							
01343	Cintas Document Management	24.04	0.00	12/11/2013				False	0
8400573085	11/30/2013								
	001-021-113000 OFFICE SUPPLIES/PRINT/POS				Cintas Documents/Services				
8400573085	11/30/2013	60.92	0.00	12/11/2013				False	0
	001-024-161000 CONTRACTUAL SERVICES				Cintas Documents/Services				
	8400573085 Total:	84.96							
	01343 Total:	84.96							
01343A	Cintas Fas Lockbox	89.90	0.00	12/11/2013				False	0
5000710123	11/30/2013								

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Description		Reference			
001-024-161000	CONTRACTUAL SERVICES			Cintas FAS/Supplies					
	5000710123 Total:	89.90							
5000710197	11/30/2013	279.89	0.00	12/11/2013				False	0
001-021-110500	BUILDING MAINTENANCE			Cintas FAS/Supplies					
	5000710197 Total:	279.89							
5000710198	11/30/2013	101.01	0.00	12/11/2013				False	0
001-025-175500	STATION MAINTENANCE & S			Cintas FAS/Supplies					
	5000710198 Total:	101.01							
5000710199	11/30/2013	182.51	0.00	12/11/2013				False	0
001-024-161000	CONTRACTUAL SERVICES			Cintas FAS/Supplies					
	5000710199 Total:	182.51							
	01343A Total:	653.31							
01346	City County Insurance Services								
GLD-W2012-A0130	11/30/2013	3,014.91	0.00	12/11/2013				False	0
001-021-116000	SURVEYS & CONSULTANTS			City County/WC Audit					
	GLD-W2012-A0130 Total	3,014.91							
	01346 Total:	3,014.91							
01375	Clackamas Auto Parts Inc								
203620	11/30/2013	27.84	0.00	12/11/2013				False	0
005-005-507000	SHOP SUPPLIES & UTILITIES			Clackamas Auto/Parts					
	203620 Total:	27.84							
204618	11/30/2013	6.57	0.00	12/11/2013				False	0
005-005-504000	EQUIPMENT OPERATION			Clackamas Auto/Parts					
	204618 Total:	6.57							
205434	11/30/2013	29.34	0.00	12/11/2013				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Description		Reference			
005-005-504500 EQUIPMENT REPAIRS					Clackamas Auto/Parts				
205434 Total:		29.34							
205438	11/30/2013	12.20	0.00	12/11/2013				False	0
005-005-504500 EQUIPMENT REPAIRS					Clackamas Auto/Parts				
205438 Total:		12.20							
01375 Total:		75.95							
01621	Clackamas, County of								
37921	11/30/2013	125.00	0.00	12/11/2013				False	0
001-024-157000 PRINTING,POSTAGE,COPIES					Clack Cty Finance/Calendars				
37921 Total:		125.00							
39368	11/30/2013	182.18	0.00	12/11/2013				False	0
001-024-161000 CONTRACTUAL SERVICES					Clack Cty Finance/Electronic Services				
39368 Total:		182.18							
39504	11/30/2013	6,684.67	0.00	12/11/2013				False	0
001-025-181900 SHARE COST CCOM DISPATCH					Clack Cty Finance/Dispatch Services				
39504 Total:		6,684.67							
39509	11/30/2013	9,410.83	0.00	12/11/2013				False	0
008-008-816480 SHARE COST CCOM DISPATCH					Clack Cty Finance/Dispatch Services				
39509 Total:		9,410.83							
01621 Total:		16,402.68							
01630	Clackamas, County of								
0000182-IN	11/30/2013	77.74	0.00	12/11/2013				False	0
001-025-173000 ENGINE & VEHICLE MAINTA					Clack Cty Fire Dist #1/Equip				
0000182-IN Total:		77.74							

Invoice Number	Account Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description		Reference			
		01630 Total:	77.74							
01838		Clyde/West Inc.								
00235136		11/30/2013	149.84	0.00	12/11/2013				False	0
		005-005-504500 EQUIPMENT REPAIRS			Clyde West/Equip					
		00235136 Total:	149.84							
		01838 Total:	149.84							
01893		Comcast Cable								
0226429		11/30/2013	74.68	0.00	12/11/2013				False	0
		001-025-175500 STATION MAINTENANCE & S			Comcast/Services					
		0226429 110613 Total:	74.68							
		01893 Total:	74.68							
01893A		Comcast Cable								
0724795		11/30/2013	124.85	0.00	12/11/2013				False	0
		001-021-115500 DATA PROCESSING/MAINT/L			Comcast/Services					
		0724795 112213 Total:	124.85							
		01893A Total:	124.85							
01893B		Comcast Cable								
0725743		11/30/2013	229.96	0.00	12/11/2013				False	0
		001-024-161000 CONTRACTUAL SERVICES			Comcast/Services					
		0725743 111213 Total:	229.96							
		01893B Total:	229.96							
01893D		Comcast Cable								
0732582		11/30/2013	134.41	0.00	12/11/2013				False	0
		005-005-507000 SHOP SUPPLIES & UTILITIES			Comcast/Cable					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
	0732582 112113 Total:	134.41							
	01893D Total:	134.41							
02037	Creative Services of	255.95	0.00	12/11/2013				False	0
D13-08-8703	11/30/2013								
001-024-157000	PRINTING,POSTAGE,COPIES								
	D13-08-8703 Total:	255.95							
	02057 Total:	255.95							
02252M	Delta Auto Glass Inc	399.00	0.00	12/11/2013				False	0
95420	11/30/2013								
001-024-155000	AUTOMOBILE MAINT/FUEL								
	95420 Total:	399.00							
	02252M Total:	399.00							
02375	Dooley Enterprises Inc.	443.75	0.00	12/11/2013				False	0
49213	11/30/2013								
001-024-161500	FIREARMS/AMMUNITION								
	49213 Total:	443.75							
	02375 Total:	443.75							
02510G	Eastside Paving Inc	3,450.00	0.00	12/11/2013				False	0
11251301	11/30/2013								
605-005-515000	STREET MAINTENANCE								
	11251301 Total:	3,450.00							
	02510G Total:	3,450.00							
02536	EBSCO Accounts Receivable								

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Description		Reference			
0469993	11/30/2013	3,831.96	0.00	12/11/2013				False	0
001-029-227000	SUBSCRIPTIONS			Ebsco/Subscriptions					
	0469993 Total:	3,831.96							
	02536 Total:	3,831.96							
02731	Executive Copy & Printing	220.92	0.00	12/11/2013				False	0
57889	11/30/2013			Executive Print/Services					
001-024-156500	OFFICE SUPPLIES/FORMS								
	57889 Total:	220.92							
	02731 Total:	220.92							
02731G	Extreme Products	306.46	0.00	12/11/2013				False	0
18612	11/30/2013			Extreme Products/Uniforms					
001-024-159500	UNIFORM & EQUIPMENT								
	18612 Total:	306.46							
	02731G Total:	306.46							
02798	Factory Reps Co Inc	1,852.92	0.00	12/11/2013				False	0
122909	11/30/2013			Factory Reps/Supplies					
001-026-194000	EQUIPMENT OPERATION/MA								
	122909 Total:	1,852.92							
	02798 Total:	1,852.92							
02820	Ferrelgas Propane	105.74	0.00	12/11/2013				False	0
1078593246	11/30/2013			Ferrelgas/Services					
001-025-175000	FIREFIGHTER TRAINING								
	1078593246 Total:	105.74							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Description		Reference			
	02820 Total:	105.74							
02969	Fredrickson, Don C								
0036751	11/30/2013	90.00	0.00	12/11/2013	Fredrickson/Refund			False	0
	001-022-124500 COURT SUPPLIES & EXPENSE								
	0036751 Total:	90.00							
	02969 Total:	90.00							
03000	Funk, Mike								
112113	11/30/2013	34.00	0.00	12/11/2013	Funk/Reimbursement			False	0
	001-025-173000 ENGINE & VEHICLE MAINT								
	112113 Total:	34.00							
	03000 Total:	34.00							
03040	Cengage Learning Inc								
99540706	11/30/2013	52.00	0.00	12/11/2013	Cengage/Book Balance			False	0
	001-029-230500 NEW BOOKS								
	99540706 Total:	52.00							
	03040 Total:	52.00							
03151	General Tree Service								
498529	11/30/2013	294.00	0.00	12/11/2013	General Tree/Services			False	0
	001-026-194000 EQUIPMENT OPERATION/MA								
	498529 Total:	294.00							
	03151 Total:	294.00							
03301	The Gold Wrench								
51424	11/30/2013	19.60	0.00	12/11/2013	Gold Wrench/Veh Maint			False	0
	001-024-155000 AUTOMOBILE MAINT/FUEL								

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
	51424 Total:	19.60							
51649	11/30/2013	259.70	0.00	12/11/2013				False	0
	001-024-155000 AUTOMOBILE MAINT/FUEL				Gold Wrench/Veh Maint				
	51649 Total:	259.70							
51680	11/30/2013	1,542.00	0.00	12/11/2013				False	0
	001-024-155000 AUTOMOBILE MAINT/FUEL				Gold Wrench/Veh Maint				
	51680 Total:	1,542.00							
51686	11/30/2013	52.70	0.00	12/11/2013				False	0
	001-024-155000 AUTOMOBILE MAINT/FUEL				Gold Wrench/Veh Maint				
	51686 Total:	52.70							
	03301 Total:	1,874.00							
03765	Houston, Marc R	600.00	0.00	12/11/2013				False	0
	12/15 - 1/15				Houston/Supervising Physician				
	001-025-180500 SUPERVISING PHYSICIAN CO								
	12/15 - 1/15 Total:	600.00							
N/A 120213	11/30/2013	1,470.00	0.00	12/11/2013				False	0
	001-025-175000 FIREFIGHTER TRAINING				Houston/Training				
	N/A 120213 Total:	1,470.00							
	03765 Total:	2,070.00							
03810	Hughes Fire Equipment	182.90	0.00	12/11/2013				False	0
	481915				Hughes Fire/Services				
	001-025-173000 ENGINE & VEHICLE MAINT								
	481915 Total:	182.90							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
	03810 Total:	182.90							
03818	Honey Buckets	336.22	0.00	12/11/2013	Honey Buckets/Rest Rooms			False	0
1-797639	001-026-195500 PORTABLE RESTROOM RENT								
	1-797639 Total:	336.22							
1-799424	001-026-195500 PORTABLE RESTROOM RENT	93.00	0.00	12/11/2013	Honey Buckets/Rest Rooms			False	0
	1-799424 Total:	93.00							
1-804716	001-026-195500 PORTABLE RESTROOM RENT	93.00	0.00	12/11/2013	Honey Buckets/Rest Rooms			False	0
	1-804716 Total:	93.00							
1-805892	001-026-195500 PORTABLE RESTROOM RENT	480.44	0.00	12/11/2013	Honey Buckets/Rest Rooms			False	0
	1-805892 Total:	480.44							
03818	In and Out Auto Care LLC	1,002.66	0.00	12/11/2013	In and Out Auto/Services			False	0
1-797639	005-005-504500 EQUIPMENT REPAIRS	612.96	0.00	12/11/2013	In and Out Auto/Services			False	0
	1-797639 Total:	612.96							
21570	001-024-155000 AUTOMOBILE MAINT/FUEL	24.95	0.00	12/11/2013	In and Out Auto/Services			False	0
	21570 Total:	24.95							
03863M	Industrial Tire Service	637.91							
100170757	001-024-155000 AUTOMOBILE MAINT/FUEL	147.00	0.00	12/11/2013	In and Out Auto/Services			False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
005-005-504500 EQUIPMENT REPAIRS					Industrial Tire/Repairs				
	100170757 Total:	147.00							
	03868 Total:	147.00							
04127	JLM2	700.00	0.00	12/11/2013	JLM2/Janitorial Services			False	0
63	001-029-228000 JANITORIAL SERVICE								
	63 Total:	700.00							
	04127 Total:	700.00							
04419	Leedway LLC	19.95	0.00	12/11/2013	Leedway/Services			False	0
ML11161301	001-024-159500 UNIFORM & EQUIPMENT								
	ML11161301 Total:	19.95							
ML11161305	001-024-159500 UNIFORM & EQUIPMENT	75.00	0.00	12/11/2013	Leedway/Services			False	0
	ML11161305 Total:	75.00							
ML11161326	001-024-159500 UNIFORM & EQUIPMENT	31.90	0.00	12/11/2013	Leedway/Services			False	0
	ML11161326 Total:	31.90							
	04419 Total:	126.85							
04561P	Life-Assist Inc	195.48	0.00	12/11/2013	Life Assist/Supplies			False	0
659262	001-025-180000 FIRST RESPONDER SUPPLIES								
	659262 Total:	195.48							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
	04561P Total:	195.48							
04750	Masons Supply Co								
976080-00	11/30/2013	116.82	0.00	12/11/2013				False	0
	003-003-303000 SEWER SYST MAINTENANCE				Masons/Supplies				
	976080-00 Total:	116.82							
	04750 Total:	116.82							
04753	Maverick Welding Supply Inc								
00876509	11/30/2013	22.50	0.00	12/11/2013				False	0
	005-005-507000 SHOP SUPPLIES & UTILITIES				Maverick Welding/Supplies				
	00876509 Total:	22.50							
	04753 Total:	22.50							
04900	Midwest Tape								
91397259	11/30/2013	34.98	0.00	12/11/2013				False	0
	001-029-231500 NON-PRINT ITEMS				Midwest Tape/Non Print				
	91397259 Total:	34.98							
91397491	11/30/2013	254.90	0.00	12/11/2013				False	0
	001-029-231500 NON-PRINT ITEMS				Midwest Tape/Non Print				
	91397491 Total:	254.90							
91415278	11/30/2013	133.94	0.00	12/11/2013				False	0
	001-029-231500 NON-PRINT ITEMS				Midwest Tape/Non Print				
	91415278 Total:	133.94							
	04900 Total:	423.82							
04904	Millar's Hiway Tire Factory								
1012836	11/30/2013	53.95	0.00	12/11/2013				False	0
	001-025-173000 ENGINE & VEHICLE MAINTENANCE				Millars HiWay/Services				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
1012836 Total:		53.95							
04904 Total:		53.95							
04955S	Mr. Belvedere's Janitorial								
1258	11/30/2013								
001-024-161000	CONTRACTUAL SERVICES	335.00	0.00	12/11/2013	Mr Belvedere's Janitorial Service			False	0
1258 Total:		335.00							
04955S Total:		335.00							
05002M	Morishita, Jolene								
11/29/13	11/30/2013								
001-021-113000	OFFICE SUPPLIES/PRINT/POS	115.13	0.00	12/11/2013	Morishita/Reimbursement			False	0
11/29/13 Total:		115.13							
05002M Total:		115.13							
05005	Morrow's Flowers								
152338	11/30/2013								
001-021-117000	EMPLOYEE APPRECIATION	62.00	0.00	12/11/2013	Morrow's Flowers/Condolences			False	0
152338 Total:		62.00							
05005 Total:		62.00							
05046	Municipal Emergency Svcs								
00463792_SNV	11/30/2013								
001-025-181400	SCBA MAINTENANCE	25.00	0.00	12/11/2013	Muni Emergency Services/SCBA			False	0
00463792_SNV Total:		25.00							
00467359_SNV	11/30/2013								
001-025-181400	SCBA MAINTENANCE	120.00	0.00	12/11/2013	Muni Emergency Services/SCBA			False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Description		Reference			
	00467359_SNV Total:	120.00							
	05046 Total:	145.00							
05399	Nicoli, D P Inc								
IR85636	11/30/2013	2,059.09	0.00	12/11/2013	Nicoli/Equip			False	0
	003-003-303000 SEWER SYST MAINTENANCE								
	IR85636 Total:	2,059.09							
IR85768	11/30/2013	1,205.65	0.00	12/11/2013	Nicoli/Equip			False	0
	003-003-303000 SEWER SYST MAINTENANCE								
	IR85768 Total:	1,205.65							
	05399 Total:	3,264.74							
05490	Northwest Entrance								
15770	11/30/2013	127.50	0.00	12/11/2013	NW Entrance/Cross Park RR			False	0
	001-026-194000 EQUIPMENT OPERATION/MA								
	15770 Total:	127.50							
	05490 Total:	127.50							
05521	Northwest Natural								
148988-9	11/30/2013	77.14	0.00	12/11/2013	Northwest Natural Gas/Billing			False	0
	001-025-177500 HEAT & LIGHTS								
	148988-9 11/13 Total:	77.14							
2136577-0	11/13	92.44	0.00	12/11/2013	Northwest Natural Gas/Billing			False	0
	001-024-161000 CONTRACTUAL SERVICES								
	2136577-0 11/13 Total:	92.44							
	05521 Total:	169.58							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
05547	Northwest Safety Clean								
13-6692	11/30/2013	1,618.10	0.00	12/11/2013	NW Safety Clean/Services			False	0
001-025-181700 PPE TEST,REPAIR,REPLACE									
	13-6692 Total:	1,618.10							
	05547 Total:	1,618.10							
05656	Oak Lodge Water District								
56-00072-001	11/30/2013	32.80	0.00	12/11/2013	Oak Lodge Water/Purchases			False	0
004-004-405000 OAK LODGE WATER PURCHA									
	56-00072-001 Total:	32.80							
56-00073-001	11/30/2013	31.72	0.00	12/11/2013	Oak Lodge Water/Purchases			False	0
004-004-405000 OAK LODGE WATER PURCHA									
	56-00073-001 Total:	31.72							
56-00074-001	11/30/2013	49.80	0.00	12/11/2013	Oak Lodge Water/Purchases			False	0
004-004-405000 OAK LODGE WATER PURCHA									
	56-00074-001 Total:	49.80							
56-00075-001	11/30/2013	29.56	0.00	12/11/2013	Oak Lodge Water/Purchases			False	0
004-004-405000 OAK LODGE WATER PURCHA									
	56-00075-001 Total:	29.56							
56-00076-001	11/30/2013	45.45	0.00	12/11/2013	Oak Lodge Water/Purchases			False	0
004-004-405000 OAK LODGE WATER PURCHA									
	56-00076-001 Total:	45.45							
56-00077-001	11/30/2013	31.72	0.00	12/11/2013	Oak Lodge Water/Purchases			False	0
004-004-405000 OAK LODGE WATER PURCHA									
	56-00077-001 Total:	31.72							
56-00840-001	11/30/2013	36.04	0.00	12/11/2013	Oak Lodge Water/Purchases			False	0
004-004-405000 OAK LODGE WATER PURCHA									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
56-00840-001 Total:		36.04							
56-00850-001	11/30/2013	84.60	0.00	12/11/2013	Oak Lodge Water/Purchases			False	0
004-004-405000 OAK LODGE WATER PURCHA									
56-00860-001	11/30/2013	84.60							
004-004-405000 OAK LODGE WATER PURCHA		46.90	0.00	12/11/2013	Oak Lodge Water/Purchases			False	0
56-00860-001 Total:		46.90							
56-00870-001	11/30/2013	46.90	0.00	12/11/2013	Oak Lodge Water/Purchases			False	0
004-004-405000 OAK LODGE WATER PURCHA									
56-00870-001 Total:		46.90							
99-01148-001	11/30/2013	305.42	0.00	12/11/2013	Oak Lodge Water/Purchases			False	0
004-004-405000 OAK LODGE WATER PURCHA									
99-01148-001 Total:		305.42							
99-01157-001	11/30/2013	677.98	0.00	12/11/2013	Oak Lodge Water/Purchases			False	0
004-004-405000 OAK LODGE WATER PURCHA									
99-01157-001 Total:		677.98							
05656 Total:		1,418.89							
05675 Office Depot	11/30/2013	433.95	0.00	12/11/2013	Office Depot/Supplies			False	0
680020980001									
001-029-225500 OFFICE SUPPL/PROCESSNG M									
680020980001 Total:		433.95							
680354341001	11/30/2013	4.95	0.00	12/11/2013	Office Depot/Supplies			False	0
001-021-113000 OFFICE SUPPLIES/PRINT/POS									
680354341001 Total:		4.95							
680980317001	11/30/2013	357.68	0.00	12/11/2013				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
001-024-156500 OFFICE SUPPLIES/FORMS				Office Depot/Supplies					
	680980317001 Total:	357.68							
680980756001	11/30/2013	32.51	0.00	12/11/2013				False	0
001-024-156500 OFFICE SUPPLIES/FORMS				Office Depot/Supplies					
	680980756001 Total:	32.51							
680980757001	11/30/2013	11.89	0.00	12/11/2013				False	0
001-024-156500 OFFICE SUPPLIES/FORMS				Office Depot/Supplies					
	680980757001 Total:	11.89							
681113792001	11/30/2013	144.97	0.00	12/11/2013				False	0
001-024-156500 OFFICE SUPPLIES/FORMS				Office Depot/Supplies					
	681113792001 Total:	144.97							
682976501001	11/30/2013	93.47	0.00	12/11/2013				False	0
001-021-113000 OFFICE SUPPLIES/PRINT/POS				Office Depot/Supplies					
	682976501001 Total:	93.47							
683468326001	11/30/2013	70.93	0.00	12/11/2013				False	0
001-021-113000 OFFICE SUPPLIES/PRINT/POS				Office Depot/Supplies					
	683468326001 Total:	70.93							
	05675 Total:	1,150.35							
05679	Office Max								
202881	11/30/2013	51.24	0.00	12/11/2013				False	0
001-021-113000 OFFICE SUPPLIES/PRINT/POS				Office Max/Supplies					
	202881 Total:	51.24							
430222	11/30/2013	78.60	0.00	12/11/2013				False	0
001-021-113000 OFFICE SUPPLIES/PRINT/POS				Office Max/Supplies					
	430222 Total:	78.60							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
	05679 Total:	129.84							
05684N	Oldcastle Precast								
020152993	11/30/2013	1,591.00	0.00	12/11/2013	Oldcastle Precast/Manhole Repairs			False	0
003-003-303000	SEWER SYST MAINTENANCE								
	020152993 Total:	1,591.00							
	05684N Total:	1,591.00							
05685	Olson Bros Service								
119,310	11/30/2013	15.50	0.00	12/11/2013	Olson Bros/Services			False	0
001-024-155000	AUTOMOBILE MAINT/FUEL								
	119,310 Total:	15.50							
119,652	11/30/2013	334.55	0.00	12/11/2013	Olson Bros/Services			False	0
001-024-155000	AUTOMOBILE MAINT/FUEL								
	119,652 Total:	334.55							
	05685 Total:	350.05							
05706	One Call Concepts Inc								
3100367	11/30/2013	89.48	0.00	12/11/2013	One Call Concepts/Locates			False	0
005-005-507000	SHOP SUPPLIES & UTILITIES								
	3100367 Total:	89.48							
	05706 Total:	89.48							
06148	Oregon Patrol Service								
1760	11/30/2013	592.00	0.00	12/11/2013	Oregon Patrol Service/Security			False	0
001-022-127000	COURTROOM SECURITY								
	1760 Total:	592.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
	06148 Total:	592.00							
06245	Oregon, State of	380.00	0.00	12/11/2013				False	0
M14-0109	11/30/2013								
005-005-507000	SHOP SUPPLIES & UTILITIES				Oregon DEQ/Emission Coupons				
	M14-0109 Total:	380.00							
	06245 Total:	380.00							
06346	Oregonian	39.50	0.00	12/11/2013				False	0
1974874	11/13								
001-029-227000	SUBSCRIPTIONS				Orgonian/Newspaper				
	1974874 11/13 Total:	39.50							
	06346 Total:	39.50							
06586	Pacific Office Automation Inc	39.73	0.00	12/11/2013				False	0
X75477	11/30/2013								
001-024-156500	OFFICE SUPPLIES/FORMS				Pacific Office Automation/Copier				
	X75477 Total:	39.73							
	06586 Total:	39.73							
06587	Pacific Office Automation	143.38	0.00	12/11/2013				False	0
20193983	11/30/2013								
001-029-226500	EQUIP LEASE, MAINT & SUPP				Pacific Office Automation/Copier				
	20193983 Total:	143.38							
	06587 Total:	143.38							
06773	PDR Distribution	59.95	0.00	12/11/2013				False	0
00058157	11/30/2013								
001-029-230500	NEW BOOKS				PDR Distribution/Book				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
	00058157 Total:	59.95							
	06773 Total:	59.95							
06901	Platt Electric Supply Inc								
B186873	11/30/2013	124.98	0.00	12/11/2013		False			0
	005-005-507000 SHOP SUPPLIES & UTILITIES				Platt/Supplies				
	B186873 Total:	124.98							
B188454	11/30/2013	271.44	0.00	12/11/2013		False			0
	005-005-507000 SHOP SUPPLIES & UTILITIES				Platt/Supplies				
	B188454 Total:	271.44							
	06901 Total:	396.42							
06985	Portland Business Journal								
	11/30/2013	95.00	0.00	12/11/2013		False			0
	001-029-227000 SUBSCRIPTIONS				Portland Business Journal/Subscription				
	Total:	95.00							
	06985 Total:	95.00							
07021	Portland General Electric								
11.30.13	11/30/2013	645.13	0.00	12/11/2013		False			0
	001-021-109500 UTILITIES (LIGHTS & FUEL)				Portland General Election/Billing				
11.30.13	11/30/2013	545.44	0.00	12/11/2013		False			0
	001-025-177500 HEAT & LIGHTS				Portland General Election/Billing				
11.30.13	11/30/2013	201.94	0.00	12/11/2013		False			0
	001-026-193500 LIGHTS & POWER				Portland General Election/Billing				
11.30.13	11/30/2013	504.35	0.00	12/11/2013		False			0
	001-028-213500 OTHER UTILITIES				Portland General Election/Billing				
11.30.13	11/30/2013	39.40	0.00	12/11/2013		False			0
	003-003-302500 ELECTRIC POWER				Portland General Election/Billing				
11.30.13	11/30/2013	1,129.89	0.00	12/11/2013		False			0
	004-004-406000 ELECTRIC POWER/LEASE LIN				Portland General Election/Billing				

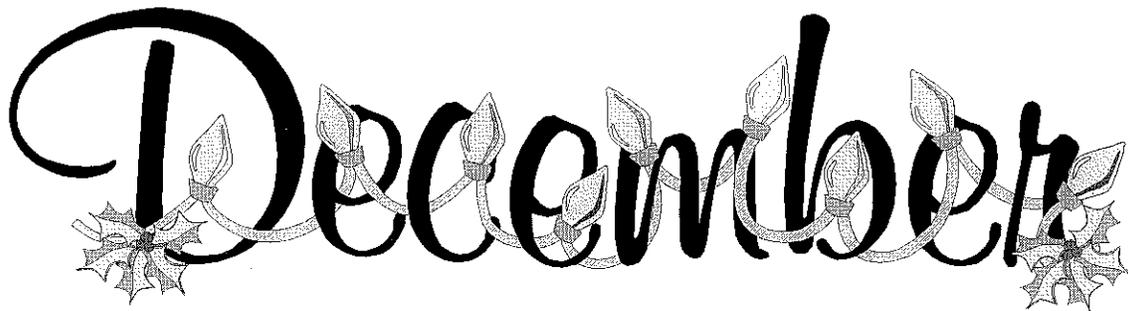
Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
11.30.13	11/30/2013	272.48	0.00	12/11/2013				False	0
005-005-507000	SHOP SUPPLIES & UTILITIES			Portland General Election/Billing					
11.30.13	11/30/2013	428.74	0.00	12/11/2013				False	0
005-005-508000	TRAFFIC SIGNAL MAINTENA			Portland General Election/Billing					
11.30.13	11/30/2013	180.62	0.00	12/11/2013				False	0
001-024-161000	CONTRACTUAL SERVICES			Portland General Election/Billing					
11.30.13	11/30/2013	253.70	0.00	12/11/2013				False	0
005-005-508000	TRAFFIC SIGNAL MAINTENA			Portland General Election/Billing					
11.30.13	11/30/2013	203.69	0.00	12/11/2013				False	0
001-026-193500	LIGHTS & POWER			Portland General Election/Billing					
	11.30.13 Total:	4,405.38							
	07021 Total:	4,405.38							
07027	Portland Habilitation Center								
82048	11/30/2013	40.47	0.00	12/11/2013				False	0
001-021-108500	JANITOR SERVICES			Portland Habilitation/Janitorial Services					
	82048 Total:	40.47							
	07027 Total:	40.47							
07061	Portland Win Supply Co								
004548-00	11/30/2013	82.90	0.00	12/11/2013				False	0
003-003-303000	SEWER SYST MAINTENANCE			Portland Win/Supplies					
	004548-00 Total:	82.90							
004594-00	11/30/2013	1,242.00	0.00	12/11/2013				False	0
003-003-303000	SEWER SYST MAINTENANCE			Portland Win/Supplies					
	004594-00 Total:	1,242.00							
004691-00	11/30/2013	327.59	0.00	12/11/2013				False	0
003-003-303000	SEWER SYST MAINTENANCE			Portland Win/Supplies					
	004691-00 Total:	327.59							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
	07061 Total:	1,652.49							
07257	Quill Corp	382.40	0.00	12/11/2013				False	0
7293486	001-029-225500 OFFICE SUPPL/PROCESSNG M					Quill/Supplies			
	7293486 Total:	382.40							
	07257 Total:	382.40							
07898P	The Shopper, Inc	85.97	0.00	12/11/2013				False	0
IN687840	001-029-225500 OFFICE SUPPL/PROCESSNG M					The Shopper/Supplies			
	IN687840 Total:	85.97							
	07898P Total:	85.97							
07905	Sierra Springs	177.70	0.00	12/11/2013				False	0
533863311113	001-024-161000 CONTRACTUAL SERVICES					Sierra Springs/Water			
	533863311113 Total:	177.70							
	07905 Total:	177.70							
08044	Sonsray Machinery LLC	13.20	0.00	12/11/2013				False	0
115747	005-005-504500 EQUIPMENT REPAIRS					Sonsray/Parts			
	115747 Total:	13.20							
	08044 Total:	13.20							
08133	Staples Advantage	179.89	0.00	12/11/2013				False	0
3214653855	001-029-225000 BUILDING MAINTENANCE/SU					Staples Advantage/Supplies			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
	3214653855 Total:	179.89							
	08133 Total:	179.89							
08205 Stein Oil Co. Inc.	11/30/2013	391.46	0.00	12/11/2013				False	0
0002591 CL99678	STEIN OIL SERVICES								
001-025-173000 ENGINE & VEHICLE MAINT									
	0002591 CL99678 Total:	391.46							
0002663 CL99692	11/30/2013	611.05	0.00	12/11/2013				False	0
005-005-504000 EQUIPMENT OPERATION									
0002663 CL99692	11/30/2013	78.66	0.00	12/11/2013				False	0
004-004-407000 EQUIPMENT OPERATION/MA									
	0002663 CL99692 Total:	689.71							
0005750 CL99733	11/30/2013	1,600.83	0.00	12/11/2013				False	0
001-024-155000 AUTOMOBILE MAINT/FUEL									
	0005750 CL99733 Total:	1,600.83							
	08205 Total:	2,682.00							
08372 Tacoma Screw Products	11/30/2013	25.75	0.00	12/11/2013				False	0
19494273	TACOMA SCREW/SUPPLIES								
001-025-175500 STATION MAINTENANCE & S									
	19494273 Total:	25.75							
	08372 Total:	25.75							
08390 Technical Furniture Systems	11/30/2013	990.00	0.00	12/11/2013				False	0
OR131862	TECH FURNITURE/SHELVING								
001-029-229500 READY TO READ GRANT									
	OR131862 Total:	990.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
08390 Total:		990.00							
08465	Tigard Sand & Gravel								
168484	11/30/2013	1,427.40	0.00	12/11/2013	Tigard Sand/Supplies			False	0
003-003-303000 SEWER SYST MAINTENANCE									
168484 Total:		1,427.40							
08465 Total:		1,427.40							
08562	Tracker Products LLC								
15114	11/30/2013	2,500.00	0.00	12/11/2013	Tracker Products/Services			False	0
001-024-161000 CONTRACTUAL SERVICES									
15114 Total:		2,500.00							
08562 Total:		2,500.00							
08652	Tualatin Valley Fire & Rescue								
2383	11/30/2013	106.00	0.00	12/11/2013	Tualatin Valley Fire/Services			False	0
001-024-161000 CONTRACTUAL SERVICES									
2383 Total:		106.00							
571330	11/30/2013	1,409.36	0.00	12/11/2013	Tualatin Valley Fire/Services			False	0
001-025-173000 ENGINE & VEHICLE MAINTENANCE									
571330 Total:		1,409.36							
08652 Total:		1,515.36							
08943C	Verizon								
9715191340	11/30/2013	40.01	0.00	12/11/2013	Verizon/Services			False	0
005-005-507000 SHOP SUPPLIES & UTILITIES									
9715191340 Total:		40.01							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	08943C Total:	40.01							
09005	Waite Concrete Products LLC								
30401	11/30/2013	750.00	0.00	12/11/2013				False	0
	003-003-303000 SEWER SYST MAINTENANCE			Waite Concrete/Services					
	30401 Total:	750.00							
	09005 Total:	750.00							
	Report Total:	104,010.25							



December

CORRESPONDENCE

Date: December 3, 2013

final



To: Pete Boyce, City Manager &
Gladstone City Council

cc: **Please forward this letter to the Planning Commission and all city boards and committees, & to all email lists for all city public meetings**

RE: COMPLAINT OF Violations, including but not limited to the following:

State Public Meetings Law - ORS 192.610 to 192.690

State Ethics Law - ORS Chapter 234

--by and through city council and planning commission decisions, actions, &/or communications on October 15, November 14, and November 19, 2013 e.

--Tamara Stempel's November 14 2013 email to the Planning Commission

--Planning Commission adopts redacted minutes for the 10/15/13 public meeting

--Tamara Stempel's "personal" opinions & comments on 11/19/13

Pete Boyce and City Council:

This letter will serve as the formal complaint (appeal) to the City Council concerning Planning Commission decision(s), action(s) &/ or communication(s), for which complainant cites misconduct, acting outside the scope of their official authority, official conduct unbecoming to a public officer, and planning commissioners, in violation(s) of state public meetings law.

In Oregon, ORS 192.620 Policy: *"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 be arrived at openly.*

THE CONTESTED VIOLATIONS ARE EXPLAINED BELOW:

1. Notice & Agenda Someone failed to include, or decided to exclude Stempel's November 14, 2013 email from the Agenda for the November 19 2013 planning commission meeting.
2. Authority to Approve Minutes The Planning Commission exceeded the scope of its authority by Adopting the minutes for October 15, 2013 during the regular planning commission meeting on November 19, 2013. Question: Is the City Council required to approve those minutes? After all, the city council is elected and the planning commission is appointed. Did both the Chair and the planning commission commit misconduct by adopting those redacted minutes for October 15, 2013?

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3. Redacted Minutes The planning commission stepped outside its authority again by approving unlawfully redacted minutes on November 19th for the October 15, 2012 public meeting. Question: Did the Chair or the members of the Planning Commission know, or should they have known, the minutes were altered in nonconformance to state law?

For brevity, verbatim minutes are not required. However, minutes must include “the substance of any discussion on any matter” and a “reference to any document discussed at the meeting”. The adopted October 15th minutes fail to meet requirements under ORS 192.650(1) and (1)(a) (1)(b) (1)(d) & (1)(e). The violation entails the omission (intentional or unintentional) of the comments between city councilors planning commissioners, and Rose Johnson, which were redacted from the October 15, 2013 minutes.

Unless obfuscation, and suppression of citizen involvement is the city’s purpose, the effect (even if unintended) of city officials noncompliance effectively suppresses citizen involvement and information, to the public; and this betrays Oregon’s policy of openness and transparency. The Council must correct these minutes to be accurate; and must refrain from such “politically motivated” tactics in the future, in order to be in compliance with state law.

4. Notice Who decided to omit Stempel’s email from the planning commission Agenda for the November 19th meeting? Members of the public were not given proper notice about the Stempel email. The public meeting notice was limited to property owners living nearby the telecommunications tower, who were mailed notices individually. However, notice to the public was inadequate, since notice did not give “actual” notice about the public meeting; the Stempel email, or the complaints, nor the pending discussion on a “possible” conflict-of-interest/bias/ethics violation.

5) Personal Opinion On November 19, 2012, Stempel’s comments at the beginning of the planning commission were merely personal opinions, completely outside the scope of her authority. Stempel’s comments were out of order, unprofessional, and conduct unbecoming; Stempel invites official sanction by the next action--to proceed to approve those redacted minutes (October 15, 2013). Those two actions are illegal and irrevocably connected. The Chair and the planning commission knew, or should have known, the minutes were incomplete under 192.650 (1) (a-e).

6. Ethics A few days ago, I discovered on Mrs. Stempel’s Adapt Engineering website the following Quote: “*Tammy currently consults for the Gladstone Planning Commission and other jurisdictions on sustainability issues and policy integration*”. This is called--selling your services. This functions as an advertisement--directly relevant to Ethics questions raised by the email; and it speaks to using public office for personal gain.

7. Removal I request the City Council to remove Mrs. Stempel from the Planning Commission. Stempel may have proven herself to be unsuitable for public service due to her conduct. Such a severe sanction against Stempel is justified under the circumstances. Stempel appears uninformed about conflict-of-interest, ethics, and bias restrictions, especially for a commissioner with her experience and professed expertise. Stempel demonstrates a blindspot on when not to cross the line

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into unprofessionalism, or ethics violations. Stempel does not appear to grasp the code of behavior required for a public official, or may not be qualified to, or willing to meet such expectations. It is not a coincidence that Rose Johnson's comments were stripped from the 10/15/13 public meeting minutes?

Request Hearing I request the Council to decide whether to schedule a hearing on Stempel's and questionable November 14 email with all due haste, including misconduct by the planning commission; perhaps Stempel bear the greatest responsibility, as the Planning Commission Chair. Is there a pattern of undue pressure on the planning commission by the Chair? On November 19th, no apparent decision was available on this matter. Some Planning Commissioners appear to harass and intimidate Mr. Seghers into dropping his legitimate concerns. Commissioner Kirk Stempel's remarks were out of order. The city attorney said this was not the time to discuss it. Mrs. Stempel knew or should have known such emails are not appropriate. Mrs. Stempel knew or should have known ex parte communication(s) must be reported in a timely manner. Stempel should have known she was required to recuse herself from the meeting before sending the November 14th email. Stempel could have avoided scrutiny if she had not sent the email, and she had recuse herself earlier than she did. Stempel's ex parte admission, and recusal came too late for her actions to escape sanction or her excuses to be credible.

Regardless of intent, a governing body, or an elected or appointed official, can be held responsible for public meeting notice violation(s) under Oregon public meetings law, when the notice has the effect of not actually notifying the public. ORS 192.640 to 192.690.

I request the City Council to schedule these matters on the Agenda for a City Council meeting and subsequent hearing. Time may not be sufficient for complaints to be prepared by December 10. A preliminary discussion or mediation may be necessary, before a hearing can proceed.

I anticipate the city or its attorney will attempt to claim that I do not have standing to appeal or file a complaint in this matter under GMC rules. However, I did not attend the November 15, 2013 meeting because the meeting notice was inadequate; it did not provide "actual" notice of the meeting to encourage my attendance. Often, I "attend" the meetings online. Apparently the Stempel email was not shared with the public. Perhaps for confidentiality. However, it was discussed on November 19 during a public meeting. I viewed the meeting video on Thanksgiving day. If it was acceptable to discuss the Stempel email, and its ethics/conflict of interest/bias implications, during a public meeting, why not place it on the Agenda? In the public meeting notice? Included in the meeting packet?

Apparently, a planning commissioner is filing a complaint into this matter. It is not my intention to raise any duplicative issues. Mr. Boyce advised me today that "mediation" might be under consideration. The deadline for this letter is noon on December 4th.

Please answer this letter within a reasonable time interval.

Best regards,


Rose Johnson

ps. Please forward a copy of Tammy Stempel's November 14, 2013 email
and attachment to me.

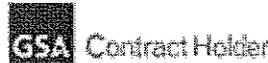
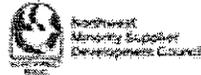
Peter Boyce

From: rose <mrosej47@comcast.net>
Sent: Wednesday, December 04, 2013 2:01 AM
To: Peter Boyce; Jolene Morishita
Subject: Fw: Emailing: Personnel-Expertise Adapt Engineering

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

From: rose
To: craig
Sent: Friday, November 29, 2013 6:03 PM
Subject: Emailing: Personnel-Expertise Adapt Engineering

SEE BELOW: tammy says she "currently consults for the gladstone planning commission and other local jurisdictions on sustainability issues & policy integration"



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Personnel/Expertise

SEATTLE OFFICE

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K. V. Lew, P.Eng., President

KV designed , implemented and managed a variety of civil, geotechnical and environmental projects in Canada, the U.S., Malaysia and Antarctica including the remedial investigation, engineering and implementation of environmental cleanup technologies.

KV conducted geotechnical investigations and recommendations for thousands of communication tower foundations and anchorage systems for Western Canada and Pacific Northwest telecommunications companies

KV conducted geotechnical investigations and provided recommendations for many industrial, commercial and residential buildings, arenas, service stations, bridges, airport hangers, sewage lagoons and storage tanks.

Kurt Groesch, P.E., Principal

Registered Professional Civil Engineer in Washington and Alaska

Experience:

- Principal and Senior Geotechnical Engineer, Adapt Engineering, Inc., Seattle, WA 1997-present
- Director of Construction Services, Pacific Testing Laboratories, Seattle, WA 1996-1997
- Regional Vice President, AGRA Earth & Environmental, Kirkland, WA 1990-1996
- Vice President and Associate Engineer, Rittenhouse, Zeman & Associates, Bellevue, WA 1984-1990
- Project Engineer, Hart-Crowser & Associates, Seattle, WA 1979-1984
- Geotechnical Engineer, McClelland Engineers, St. Louis, MO 1977-1979
- Staff Engineer, Michigan Testing Engineers, Detroit, MI 1976-1977

Daryl S. Petrarca, L.H.G., Principal

Managed investigations and the application of environmental characterization methodologies to help evaluate potential environmental liabilities associated with property undergoing transfer actions. Performed Phase I, II and III remediation projects for industrial, commercial and residential properties including railroad properties, oil company facilities, schools, municipal facilities and marinas. Designed and implemented offshore sediment sampling and chemical analysis including acting as a liaison between the marina, The Corps of Engineers and Washington State Department of Ecology. Mr. Petrarca has served as technical advisor to the Skykomish Environmental Coalition since 1996 during the continuing multimillion dollar clean up of the BNSF/Skykomish site.

Adam Escalona

Adam has performed and managed Phase I and Phase II Environmental Site Assessments since 1990 and has been involved with every aspect of these types of projects including data gathering and analysis, site reconnaissance, and report writing. Adam has been an EPA AHERA Accredited Asbestos Building Inspector since 1990 and has experience monitoring asbestos abatement projects since 1989. Adam has conducted and managed National Environmental Policy Act (NEPA) reviews for communications facilities since the late 1990s.

John Bhend

Mr. Bhend has over twelve years of experience as an environmental consultant, with over six years of experience in the Puget Sound area. He has a background in managing and performing Phase I and Phase II environmental site assessments, petroleum underground storage tank (UST) closure assessments, and asbestos surveys. He also has experience in managing and performing contaminant remediation feasibility studies, remedial excavation, and site cleanup. In addition, he has served as liaison between the client and regulatory community associated with negotiated monitoring and cleanup actions.

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Craig Brown, PhD

Since earning the PhD degree in physical chemistry, Dr. Brown has worked in fundamental research, electronic product research and development, environmental chemistry, aluminum smelting research, and environmental consulting. He has been Principal Investigator in several projects funded by the Environmental Protection Agency and Department of Energy. This background gives him a broad perspective for assessing processes and facilities for environmental concerns. Dr. Brown began performing Phase I and Phase II Environmental Assessments in May 2005. He has completed over 250 such assessment reports for commercial and residential properties, including cellular tower sites, manufacturing facilities, private schools, churches, office buildings, retail facilities, apartment complexes, and undeveloped land.

Ryan J. Kerrigan, Ph.D., L.G.

Dr. Kerrigan's main field of research has been the phase equilibria, kinetics and textural development exhibited by chemical reactions during fluid-rock interactions both in the field and in the laboratory. Dr. Kerrigan began conducting Phase I and Phase II Environmental Site Assessments in February of 2011. Dr. Kerrigan is a certified Washington State UST Site Assessor and a Washington State Licensed Geologist. Dr. Kerrigan is also an adjunct faculty member at Green River Community College.

Dylan Myers

Since earning the BA in history, Mr. Myers has worked in editing, construction management, and environmental consulting. Mr. Myers has managed Phase I Environmental Assessment and Asbestos Survey projects since 2006. He has completed over 150 assessments, with subject properties including industrial, commercial, cellular, and multi-family residential sites.

PORTLAND OFFICE

John E. Estrem, Principal, cSBA, LEED AP, R.G.

John helped start and currently manages Adapt's Portland office. He is a certified Sustainable Building Advisor (cSBA) as well as a LEED Accredited Professional. For the last 18 years, he has also been conducting and managing environmental assessment and cleanup projects. Prior to Adapt, John spent two years working at the EPA providing oversight in the development of federally required air emissions rules and 10 years with the US Geological Survey conducting earthquake prediction field studies. In addition, John has over 25 years of commercial real estate experience which, coupled with his environmental background, have led to his intense interest in applying sustainability design principles to the built environment. Outside of his professional life John and his family live on a small farm raising sheep and poultry and growing vegetables and fruit.

Tammy Stempel, cSBA, LEED AP

Tammy is a licensed general contractor with a diverse background in environmental studies, construction/project management and interior architecture/design. She brings over 18 years of project management experience in construction and renovations to Adapt's Sustainability team. Tammy is a certified commissioning agent, LEED AP, and Certified Sustainable Building Advisor. For the past 10 years she has been a licensed general contractor, allowing her to experience and influence the building process from the initial concept through closeout and occupancy. Tammy's passion has always been sustainability, either in nature or the built environment. Her experiences and education have fed and supported this desire to create space that addresses environmental, social and economical concerns. Tammy currently consults for the Gladstone Planning Commission and other local jurisdictions on sustainability issues and policy integration.

Robert P. Nystrom, R.G., L.G.

Robert is a registered/licensed geologist in both Oregon and Washington and conducts the bulk of Portland's geotechnical soil investigations, as well as Phase I and Phase II environmental assessments, as needed. Robert is an EPA certified asbestos AHERA inspector as well as a licensed lead inspector.

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Tami Bannick

From: rose [mrosej47@comcast.net]
Sent: Tuesday, November 26, 2013 10:56 AM
To: Peter Boyce; Jolene Morishita; Tammy Stempel; Kevin Johnson
Subject: How to get the most out of library e-books via the right gadget, text to speech, and otherwise

Happy Thanksgiving!

<http://www.llrx.com/node/2436/print>

PETE,

PLEASE FORWARD THIS TO:
THE MAYOR & CITY COUNCIL, PLANNING COMMISSION,
& ALL G-CITY MANAGERS, BOARDS AND COM'TEES
CC: TO ALL EMAIL LISTS FOR PUBLIC MEETINGS

THIS IS A COST EFFECTIVE, SMART ALTERNATIVE FOR
YOU TO CONSIDER. IT COST ONLY \$2,400,000 TO BUILD
THIS BIBLIO-TECH LIBRARY!

THE STORY WAS BROADCAST ON CBS NEWS SUNDAY
@7PM

THANK YOU

Tami Bannick

From: rose [mrosej47@comcast.net]
Sent: Tuesday, November 26, 2013 10:41 AM
To: Peter Boyce; Jolene Morishita; Tami Bannick
Subject: corrected The Oregonian, Tuesday, November 26, 2013 - ActivePaper Daily by Olive Software

corrected email

— Original Message —

From: rose
To: Peter Boyce ; Jolene Morishita ; Tami Bannick
Sent: Tuesday, November 26, 2013 10:33 AM
Subject: The Oregonian, Tuesday, November 26, 2013 - ActivePaper Daily by Olive Software

to Pete Boyce
Gladstone City Manager

Happy Thanksgiving

cc: Mayor Byers, city council, planning commission, Police Chief,
and all city boards and commissions
cc: to the email lists for city public meetings
cc: to Additional Correspondence (asap) and
the next city council meeting packet

Dear City Council and Planning Commission:

Please review this Oregonian page, picturing the small, humble
cottage on Powell Blvd in Portland with the shopping cart out front.

FYI THIS COTTAGE PICTURE IS ART !
THE MAN IN THE PICTURE COULD BE ONE OF YOUR NEIGHBORS,
A FINE UPSTANDING WORKING MAN, A VOTER, AND AMERICAN !

ps. If you think this email has something to do with your poor
leadership on Oct 15 2013....

<http://digital.olivesoftware.com/Olive/ODE/Oregonian/>

6-10

December

REGULAR AGENDA

MEMORANDUM

TO: Honorable Mayor and Gladstone City Council

FROM: Shane Abma and Heather Martin
Office of the City Attorney

SUBJECT: Definition of Service Animal, Companion Animal and Therapy Animal

DATE: November 25, 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. We have previously provided a memorandum regarding the state prohibition on exotic animals (of which a lynx qualifies) and the possible exceptions to the prohibition.

The City has asked for a memorandum regarding the differences, if any, between the terms “service animal,” “companion animal” and “therapy animal.”

ANALYSIS

Although the terms are sometimes used interchangeably, there are general conceptual differences among the three terms. Note also that the terms are sometimes defined differently depending on the local ordinance, state statute or federal law in which the term appears.

Generally, the following definitions apply:

“Service Animal”: Under the Americans with Disabilities Act, this is a dog that is trained to help people with a disability (typically sight or hearing). This term only applies to situations in which a person is taking a dog into a public place in which it would not otherwise be allowed. (This term also applies to some housing rental situations). It has no meaning with respect to a pet that never leaves a private home.¹ 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).

¹ “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.

“Companion Animal”: This is the more formal term for a pet, most always a dog or cat. This term is defined only twice in state statutes, and in both situations it refers to domestic cats and dogs only. A lynx does not qualify as a “domestic” cat.

“Therapy Animal”: This kind of animal typically helps with psychological issues like depression, anxiety, social phobias, etc, rather than a physical disability like being blind or deaf. These animals are often professionally trained by a certified trainer, and they are usually dogs, cats, rabbits, horses, goats and guinea pigs. Therapy animals are also sometimes called “companion animals” or “emotional support animals,” and they are usually brought into settings like nursing homes, schools or hospitals. This is the kind of situation that most closely approximates Mr. Clark’s situation.²

Unfortunately, therapy animals cannot be animals that are otherwise prohibited from ownership. Although the lynx provides comfort and emotional support to Mr. Clark and is, in that sense a “therapy animal,” lynxes are still prohibited from ownership under state law unless the owner/caretaker meets certain defined exceptions. These are listed below.

Exotic Animal Exceptions Under State Law

1. Wildlife Rehabilitation Center if issued a valid permit by the State Fish and Wildlife
2. A facility operated under a valid license or research facility registration issued by the United States Department of Agriculture pursuant to the federal Animal Welfare Act of 1970.
3. An exotic animal protection organization that houses an exotic animal at the written request of the state or a state agency for a period not to exceed 30 days.
4. A law enforcement agency.
5. A licensed veterinary hospital or clinic.
6. An educational facility that houses a member of the order Crocodylia.
7. A person or organization that takes in an exotic animal in an emergency situation but that does not otherwise qualify for an exemption under this section. *The person or organization may keep the exotic animal for not more than 48 hours* during which time the person or organization must make a good faith effort to contact a law enforcement agency, the State Department of Agriculture or a wildlife rehabilitation center.

² “Therapy animal” means an animal other than an assistance animal that has been professionally trained for, and is actively used for, therapy purposes. ORS 30.822.

8-2

City of GLADSTONE

Date: December 5, 2013
To: Mayor Byers and City Council
From: Pete Boyce, City Administrator
Re: Utility Billing Proposal

City staff are proposing changes to the City's utility (water/sewer) billing process in order to more efficiently process bills and save money. Staff would like City Council to discuss and provide guidance on the following:

- Mailing utility bills to property owners only (grandfathering in current tenants)
- Terminating utility billing to current grandfathered tenants if they are delinquent in three payment cycles
- Eliminating one of the three late notices

Staff has advertised this agenda item in the November City newsletter to solicit public comment.

Staff recommendation is to discuss the proposal, take public testimony and provide guidance as how to proceed.

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

City of GLADSTONE

Date: December 5, 2013
To: Mayor Byers and City Council
From: Pete Boyce, City Administrator *PB*
Re: Long Range Planning Tool

City Councilor Mersereau has requested that the language previously removed from the City Council Guidebook regarding the Long Range Planning Tool be reconsidered. The language was removed because City Council has not formally voted to accept the Long Range Planning Tool. Attached is a portion of the minutes from November 13, 2012 and a copy of the Long Range Planning Tool presented at that meeting. If City Council chooses to formally adopt the document staff will amend the City Council Guidebook for consideration at the January City Council meeting.

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couple of months.

- Street Department did curb and drainage improvements on Harvard and Hereford. A half street repair was done at Herford. Did water services on Duniway; however, when they went back to pave the street they did a 3-inch overlay on the entire street. A major portion of the back lot of Public Works was paved.
- The Sewer Department did a major infrastructure review of the east side from Portland Avenue to Oatfield and Webster. C-More Pipe cleaned and TV'd 32,000 feet of sewer pipe. He complimented staff, especially Justin who did an outstanding job in professionally repairing the mains.

Public Works Supervisor Tabor suspects there will be a lot of cracked pipe with inflow and infiltration on most of the east side of town. Once this is reviewed he and Pat Seisel, Seisel Engineering will suggest doing a Sewer Master Plan. He doesn't believe just the east portion of the City is subject to inflow and infiltration. There have not been any major sewer slip lines or repairs since the late 80's.

- The Water Department is always busy; there are small leaks and big leaks. Last summer there were two major main breaks on Devonshire.
- The Parks Department had a major hazardous tree removal at Meldrum Bar Park. 23 of the trees were in a busy area of the park. They will replant and make sure that side of the park will still have trees that are hardy and not hazardous. There has been a lot of material handling at Meldrum Bar using the pre-screen which is cutting a lot of the cost of purchasing materials. We have been working very hard at cleaning up the park.

Council Questions:

- The water valves on Oatfield Road from Glen Echo south are badly deteriorated. Are they Gladstone valves? Public Works Supervisor Tabor stated that next year they will do a dig-up and repair on those valves.
- Is some of the mulched material available to the public? Public Works Supervisor Tabor explained right now it is not available to the public; however, his intent is to develop a specific area for mulch so people can freely take these things.

8. Long Range Planning Tool. Councilor Tom Mersereau submitted the revised Long Range Planning Tool for Council review and comments. The Council commended Councilor Mersereau on a job well done.

9. City Council handbook. Councilor Tom Mersereau reported that he has used a guidebook developed by

Olympia and put together a Table of Contents of the main subjects and title of subjects. He asked the Council to review the document for comments and additions. It was suggested to have an intern in public policies or urban studies program help work on these policies.

BUSINESS FROM THE COUNCIL

- Jerry Augustine passed away last week. He donated a lot of time answering phones at the Senior Center.
- The annual Thanksgiving Dinner will be held this Thursday, November 15th at the Senior Center. Councilors are invited to come and help serve at 11:30 a.m.

10-2
Nov. 13, 2012

Date: October 29, 2012
To: Mayor Byers and City Council
From: Thomas Mersereau, City Councilor #2

Subject: Long Range Planning Tool (LRPT) Draft – Status

After review of the Long Range Planning Tool with Peter Boyce, we decided that a couple of additions may help. The goal is to make a tool that is very easy to maintain while keeping it easy to follow. The new additions are as follows:

- Six more years of Historical Data
- The Actual spending thru any given month – in this report, we have shown September, the end of the first quarter of the fiscal year.
- The Actual spending % as compared to the previous years for each of the six years added
- The Actual spending % as a comparison of this year's Goal's

I've tried to keep the City's staff time to a minimum per your previous request. I have made all of the Historical Data additions as well as the mathematics.

Pete Boyce provided the Actual Expenditure and Resource amounts. Our plan is to link the Actual amounts to the LRPT so that it takes minimal time.

Tami Bannick was a big help. She provided me copies of the yearly Budget packets. I originally planned to add four years. However, after receiving four years of data, I found I was still missing the last two years prior to what was already on the LRPT. So after receiving the data I figured I shouldn't waste it.

I did find five differences that appeared to be data input errors in the historical expenditure columns of the City's annual budget documents. I have worked with Pete to verify that the correct totals, as they appear in the City's official audited financial statements are shown. The year end totals shown are now correct. The historical expenditure totals that appear in the budget document have not been changed as they have been filed with the State and the errors do not affect the current year budget totals for each budget document. The five Historical Data Expenditures that I have corrected, on the LRPT, are highlighted.

I did not find any differences, from one year to the next, on the Resource Historical Data totals.

Pete is feeling that the LRPT will be even more effective when we obtain and insert the Master Plans.

Please review the new LRPT changes and give me your input.

**INFORMATION
ONLY**

City of **GLADSTONE**

November 12, 2013

MacKenzie Miller
c/o Shannon Shea
GSLE Specialist
Girl Scouts of Oregon & SW Washington
9620 SW Barbur Blvd
Portland, OR 97219

Dear MacKenzie,

On behalf of the Gladstone City Council and the Gladstone Community, I congratulate you on earning your Girl Scout Gold Award – the highest achievement a girl can earn in Girl Scouting. This is a wonderful accomplishment!

It is my understanding you applied your leadership and communication skills to organize a series of speakers to inform high school aged teens about domestic violence and what they can do to respond to it. This was followed by a highly successful food and personal hygiene drive for a local shelter and providing your program outline and tips to your high school health teacher for use in future years.

We are all proud of your accomplishment and the great acclaim you have brought to the community!

Congratulations to you on your achievement and best wishes for continued success with the Girl Scouts!

CITY OF GLADSTONE



Wade Byers,
Mayor

COPY

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