

GLADSTONE CITY COUNCIL
REGULAR MEETING
CITY HALL COUNCIL CHAMBERS
April 8, 2014
AMENDED AGENDA

7:00 p.m. - Executive Session - 192.660(2)(f) – To consider information or records that are exempt by law from public inspection (no attachments)

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

BUSINESS FROM THE AUDIENCE

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

CONSENT AGENDA

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

1. Approval of January 28, 2014, February 25, 2014 and March 11, 2014 Minutes
2. Approval of Planning Commission Code Recommendation: Chapter 2.28.040 – Vacancies and removal
3. Payment of March Claims
- 3a. Proclamation – Month of April as Child Abuse Prevention Month

CORRESPONDENCE - None

REGULAR AGENDA

4. Legislative Update - State Representative Brent Barton (no attachments)
5. Brown & Caldwell Water and Stormwater Masterplan Update
6. Ordinance 1447 - An Ordinance Declaring a Moratorium On Medical Marijuana Facilities Within The City Of Gladstone Pursuant to Senate Bill 1531 and Declaring an Emergency
7. K-9 Program Update
8. Authorization to Purchase Flashing Cross Walk Sign at Oatfield Rd. and Ridgeway Dr.

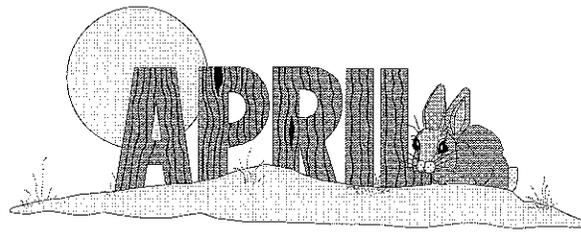
BUSINESS FROM THE COUNCIL

Executive Session - 192.660(2)(h) - To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed (no attachments)

ADJOURN

Information Only:

- City Administrator Project Report
- Senior Center Events



CONSENT AGENDA



GLADSTONE ADJOURNED CITY COUNCIL MEETING MINUTES of January 28, 2014

ROLL CALL

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

ABSENT: Hal Busch

STAFF

Irene Green, Library Director; Heather Martin, City Attorney; Jolene Morishita, Assistant City Administrator; and Jim Pryde, Police Chief

Mayor Byers led the flag salute.

BUSINESS FROM THE AUDIENCE – None

REGULAR AGENDA

1. Appointment to the Library Board. Mayor Byers reported there are two people who have submitted applications for the Library Board: Beverly Chase and Steven Heckert. Staff has recommended these two applicants be appointed.

Councilor Nelson moved and Councilor Martinez seconded a motion to appoint to the Library Board Beverly Chase term expiring December 31, 2017 and Steve Heckert term expiring December 31, 2016.

Motion carried unanimously.

2. Appointment to the Library Advisory Committee. City Attorney Heather Martin reported at the last Council meeting a motion was approved to appoint ten positions on the Library Advisory Committee. It was decided that there would be one member from City Council, one member from the Library Foundation, one member from the Library Board, one School Board member, one member from the County Advisory Committee and five members selected from the community. This agenda item tonight is to select the ten members to the Library Advisory Committee.

Councilor Martinez moved to allow an additional five members to the community side of the Library Advisory Committee for a total of 15 members.

Motion died for lack of a second.

Councilor Jaren stated he was impressed with the large number of applications received in the short period of time. There were a fair number of applicants from outside Gladstone. He asked the Council to consider accepting all of the applicants, use the Children's Center as the meeting room, and get a facilitator for the meetings.

Councilor Martinez moved and Councilor Jaren seconded the motion to appoint all of the applicants for the Library Advisory Committee, including the one received tonight with the two

exceptions: Steven Heckert who is the Library Board representative and Susan Nielsen who is the County Library District representative and are part of the five stakeholders.

Council Discussion: Councilor Mersereau noted City Administrator Boyce suggested having a representative from the “Save Gladstone” group. He is concerned that by allowing all the applicants it would be heavy on the side of “Save Gladstone.” He feels it would be fairer to have a representative from Save Gladstone. Discussion followed on the advantages and disadvantages of a larger committee.

- What role would Ms. Green play in this committee. Answer: Mayor Byers stated she would be staff resource.
- Would it be possible to have County staff available as staff support? Answer: Susan Nielsen is the representative for the County Library District Board. She can seek information or if staff needs information/support they can ask County staff for it.

Public Comments: Kim Sieckmann, 145 W. Dartmouth Street asked if a number could be specified as to how many “Save Gladstone” members can be allowed. Answer: Mayor Byers suggested 5 “Save Gladstone” members.

Jerry Labash, 5915 Sladen Avenue noted the concern of Council that the members of the Committee are not outweighed by any group. Since there is no background information on the applicants, he does not feel it is fair to say that “Save Gladstone” is underrepresented since we have no idea how many people who applied might be in sync with “Save Gladstone.”

Craig Seghers, 17400 Webster Road agrees there is no way of knowing who is affiliated with “Save Gladstone” if it doesn’t say on the application. There is a group to redo the library vote (a large following) and he asked if they will be reduced to five. When consideration was being given to LSSI, they pushed back on “Save Gladstone” and he brought in 250 signatures. How about Oak Grove, do they only get one. Mayor Byers stated he knows the applicants and only one is affiliated with “Save Gladstone.” Councilor Jaren explained the postcard sent out inviting applications was sent to every household in Gladstone plus every household within the expanded library district area. Everyone had a chance to put their name in.

Kevin Johnson, 6970 Winfield Court suggested going back to the original motion; five from establishment and five community (two be from Oak Grove).

Julie Fulkerson, 18130 Trevor Court asked if Council is in agreement that they want a new library and not refurbish the old library. Answer: That is what this committee will decide whether to rebuild or new the library. She asked if the “Save Gladstone” people are in support of spending money on the library. Tammy Stempel answered from the audience for “Save Gladstone” stating absolutely.

- Where is the funding coming from to support this committee (i.e.: facilitator)? Answer: Assistant City Administrator Jolene Morishita stated that Mary Bosch will

be the facilitator and the first meeting will be on February 10, 2014 at 7:00 p.m. with the location to be determined based on the size of the committee selected.

Mayor Byers repeated the motion by Councilor Martinez and seconded by Councilor Jaren to appoint all of the applicants for the Library Advisory Committee, including the one received tonight.

Councilor Nelson moved and Councilor Jaren seconded the motion to include an additional five "Save Gladstone" people (total of six) onto the Library Advisory Committee. Motion carried unanimously.

Tom Mersereau was appointed City Council Liaison for the Library Advisory Committee.

BUSINESS FROM THE COUNCIL

Councilor Jaren announced he attended North Clackamas Water Commission Meeting this evening and there was a report in executive session that the first phase of the litigation regarding the membranes for the water plant was highly successful. The calendar has been prepared for the next several months to get into discovery.

Councilor Mersereau noted there was no specification as to what the Library Advisory Committee was expected to deliver. Mayor Byers stated generally Council would like a definition of what a proposed library would be. For the first meeting City Administrator Boyce and the facilitator will decide what will be reported to Council.

Councilor Mersereau noted the Council Guidebook indicates that long-term committees have a resolution or bylaws. Is this required for the Library Advisory Committee? Mayor Byers stated the facilitator will set ground rules at the first meeting.

Councilor Mersereau asked when the Council needs the Advisory Committee to have a completed format. Mayor Byers stated there is no definite date but should have it sometime in May so they can respond to the County Commission where they are in the process.

Councilor Nelson reported the Police Department had a busy weekend. Chief Pryde was the commencement speaker at the Police Academy in Salem. Two officers from Gladstone graduated after 19 weeks, Casey Newton and Mark Herkamp. Saturday there were 80 applicants for new positions for the Police Department (1 full-time position and several reserve officer positions). After passing the physical and written exams, there were about 25 applicants remaining.

Councilor Reisner reported Parks and Recreation Board met last week and received a presentation in making some changes in the BMX bike area. The Traffic Safety Commission met last night and discussed safety concerns along Oatfield Road.

Mayor Byers reported he attended the opening of the Oregon City elevator last week and was impressed. There is a projector with a movie on the column of the elevator. He also attended the dedication in 1955. He invited everyone to go and see this site.

Councilor Martinez stated it was nice to get all of the applications for the Library Advisory Committee. She asked that those who submitted applications and are now members stand and give their name. Individuals were recognized with Councilors applauding their willingness to serve.

Tammy Stempel reported the City won the grant for the Trolley Bridge Feasibility Study.

RECESS

Mayor Byers recessed the Council Meeting into Executive Session 192.660(f) with the Planning Commission to consider information or records that are exempt by law from public inspection at 7:40 p.m.

RECONVENE ADJOURNED MEETING

REGULAR AGENDA

3. Discussion of Medical Marijuana Dispensaries. Mayor Byers stated he did not feel there was enough information provided to make a decision tonight. City Attorney Martin stated there needs to be staff direction of whether to ban medical marijuana dispensaries or regulate marijuana dispensaries.

Mayor Byers stated he is comfortable with short-term banning of the dispensaries. It was asked if State Representative Brent Barton was consulted and what is his stand on this issue. Mayor Byers stated he doesn't know what the bill is yet.

Chief Pryde was asked his opinion on allowing a restricted area for medical marijuana dispensaries or banning it outright. Police Chief Pryde said there is no easy answer. This has been hot topic for the police chiefs across the state. Generally the police chiefs do not think this is a good thing; however no one knows what will come out of the February legislative session.

- If dispensaries are allowed would enforcement be under the Gladstone Chief of Police? Answer: Chief Pryde stated he was not sure; there may be one or two enforcement people in the state.
- Can staff prepare two options? Answer: City Attorney Martin stated there is more notice, process, and procedures needed if it is regulated such as changes to the Ordinance.
- Is the proposed dispensary currently operating? Answer: Chief Pryde said no; it has an open sign and people can go inside and get information. The code enforcement officer has done an inspection and there was no product on site.
- Are there people who are running this dispensary living in the house connected to it? Answer: Chief Pryde stated he is not sure.

Public Comments: Kim Sieckmann, 145 W. Dartmouth noted if a decision is made tonight it can be changed later. If the decision is made to ban it permanently or temporarily, that can be changed; if a decision is made to allow it in a certain zone and something goes in that zone, if changed that will not require them to leave.

Rose Johnson, 5480 Abernathy Court stated if it is restricted to a certain type of zoning it would be a way of dealing with the problem of establishing a policy. She finds it hard to believe that if you let it in you can never stop it. City Attorney Martin said it would be a non-conforming pre-existing use. She stated there is one on McLoughlin already. She noted there are some people with legitimate medical need and asked if there is a way to address the medical dispensary part of it and keep the so-called recreational part out of it. It isn't just marijuana there is a problem in town with crack cocaine, meth labs, etc.

Councilor Mersereau stated Gladstone is a small city and he can see where they could just ban the dispensaries. The medical people could go a reasonably short distance to get a supply that would last them for some time. He agrees with the need for medical marijuana but he also believes it is misused. If you open the City to that it could create a hectic situation. Keeping it down in an industrial area seems like an appropriate step.

Mayor Byers stated if there is a ban until Council can get all the information and proposed bill coming from the Legislation, Council can do that later. If we allow it now, it may not be reversible.

Councilor Nelson moved and Councilor Jaren seconded a motion to direct staff to prepare an Ordinance that will be a temporary ban on medical marijuana dispensaries in Gladstone. Motion carried unanimously.

City Attorney Martin asked what notification procedures will be used? Mayor Byers stated normal notice procedure for ordinances. City Attorney Martin said she would talk with staff about different ways of notification.

Council asked that this draft Ordinance be brought back at the February 11, 2014 meeting.

ADJOURN

The next City Council meeting was adjourned to _____, 2014, at 7:30 p.m.

Approved by the Mayor this ____ day of _____, 2014.

Attest:

Mayor

Assistant City Administrator

GLADSTONE ADJOURNED CITY COUNCIL MEETING MINUTES of February 25, 2014

ROLL CALL

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

ABSENT: None.

STAFF

Pete Boyce, City Administrator; Rhonda David Doughman, City Attorney; Jeff Jolly, Gladstone Police Department; Jolene Morishita, Assistant City Administrator.

Mayor Byers led the flag salute.

1. City Attorney Doughman reported this is a follow up to a second reading of Ordinance 1446, Adopting Gladstone Municipal Code Chapter 9.01 Requiring Compliance with the U.S. Controlled Substances Act and Amending Chapter 5.04 Business License Provisions and Declaring an Emergency. The Oregon Legislature is in the process debating Senate Bill 1531. The original bill would have allowed local governments to regulate medical marijuana facilities, times they operate, where they locate in a city/county but also had language expressly allowing local governments to prohibit those facilities within their jurisdiction. This bill was floated by the League of Oregon Cities and Association of Oregon Counties responding to a lot of local concerns about what other cities/counties may be comfortable with but some may not be comfortable with. The Senate Judiciary Committee striped language out of the Bill that would have allowed cities/counties to prohibit dispensaries, leaving only the ability to regulate them.

The full Senate unanimously approved the language and sent it to the House. Council considered the issue prior to the approval. Attorney Doughman noted Council's strongest argument is under State law on what it allows cities/counties to do relative to marijuana and marijuana dispensaries. Attorney Doughman decided to propose some amendments to the ordinance that the Council considered and make it clear that for some window of time, there will be a temporary ban on marijuana dispensaries while the jurisdictions work out zone code changes to figure out where these dispensaries could locate in the City. Rather than put the City at greater legal risk for a challenge, they offered some changes to the Ordinance that would make this more of a temporary ban subject to working up the Development Code language.

Attorney Doughman explained the changes of Senate Bill 1531. If there is a change between the first reading and the final adoption, the changes have to be read at that meeting. Unexpectedly the Judiciary Committee in the House took up SB 1531 and re-inserted the prohibition language unanimously. This now has to go before the full House for the vote and then the Senate has to concur with the changes. The changes will be sent with prohibition to the Governor or they can block and not approve it and they would have to go to a Conference Committee to work out differences. When the Ordinance changes in the current packet were

prepared, it was assumed that SB1531 would not allow cities/counties to prohibit dispensaries. He recommends the city entertain the changes of the Ordinance (putting a time limit on the temporary ban) and go through the process of possible changes to the zoning code for dispensaries, so it will be ready to go if it should pass. Should the Bill pass with the prohibition language in it, Council has the option to amend the Ordinance again to eliminate the sunset clause (prohibit).

Mayor Byers reported that he received an email today asking him to contact representatives (which he did) to encourage them to include prohibition in the bill.

Councilor Jaren noted that people that require marijuana whether it is liquid or pills, etc. it is available to them through pharmacies controlled through the State. It is not that the availability is restricted for medical purpose; dispensaries are just a different form where people can purchase. The prohibition is not keeping people from getting the product if needed through their doctor.

Councilor Mersereau thanked Attorney Doughman for the clear explanation and update of Senate Bill 1531.

Attorney Doughman read the changes to Ordinance 1446 to the Council:

- Addition of 8th Whereas: Whereas the City also desires these changes to be in effect while the City researches and enacts regulations regarding medical marijuana facilities that are allowed to be located in the City in the future
- Change Sentence in Section 3 to Read: "This Ordinance takes effect immediately and will be in effect until August 26th, 2014 unless the Council repeals it before that date."

Councilor Reisner asked if this issue had been considered after staff's first memo would he have counseled Council to take a ban approach until Legislature had completed this short term. Answer: Attorney Doughman stated the every jurisdiction is taking actions differently subject to local preferences. He envisioned the best approach for communities that wanted to prohibit. Given the uncertainty of prohibition and the fact that there is a Federal law against what's going on and they could raise that issue and would if challenged. Jurisdictions are better off and have a better legal position under State law if you have clear authority under State law to do something (prohibit dispensaries or regulate).

Mayor Byers asked for the reading of Ordinance 1446 by title only. Assistant City Administrator Morishita read Ordinance 1446, An Ordinance Adopting Gladstone Municipal Code Chapter 9.09 Requiring Compliance with the U.S. Controlled Substances Act and Amending Chapter 5.04 Business License Provisions and Declaring an Emergency.

Councilor Kari Martinez moved and Councilor Thomas Mersereau seconded a motion to adopt Ordinance 1446, An Ordinance Adopting Gladstone Municipal Code Chapter 9.09 Requiring Compliance with the U.S. Controlled Substances Act and Amending Chapter 5.04 Business License Provisions and Declaring an Emergency with the City Attorney's amendments.

Roll: Councilor Jaren: *Yes*; Councilor Mersereau: *Yes*; Councilor Martinez, *Yes*; Councilor Nelson: *Yes*; Councilor Busch, *Yes*; Councilor Reisner: *Yes*; Mayor Byers: *Yes*.
The motion carried 7-0.

2. Discussion – Direction to Planning Commission Regarding Review of Medical Marijuana Dispensaries. Attorney Doughman reported the Planning Commission had a meeting a week ago and they asked staff to find out what is expected from Council on this issue. If there is a decision that Council does not want to prohibit or cannot prohibit, counsel suggested the zoning changes should be ready to go into effect depending on what Senate Bill 1351 will allow. Attorney Doughman stated he will be at the next Planning Commission meeting to carry the message forward.

Mayor Byers suggested adding the restriction that these facilities be 1000 feet from a pre-school.

Kevin Johnson, 6970 Winfield Court stated he is the newest member of the Planning Commission and he would like more direction as to what the Council needs. Mayor Byers stated the maps that were presented to them were both light industrial and commercial. The only objection he has is that the facility be 1000 feet from a preschool. The Planning Commission needs to have a broad discussion in detail and recommendations about both light industrial, commercial and other areas as well as codes that may be effected by marijuana dispensaries.

Hearing no further business from Council Mayor Byers adjourned the Council Meeting into Executive Session 192.660(2)(i) to review and evaluate the employment related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing. The Council will not be coming back into open session.

The next City Council meeting was adjourned to March 11, 2014, at 7:00 p.m.

Approved by the Mayor this _____ day of _____, 2014.

Attest:

Mayor

Assistant City Administrator

GLADSTONE REGULAR CITY COUNCIL MEETING MINUTES of March 11, 2014

ROLL CALL

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

ABSENT: None

STAFF

Pete Boyce, City Administrator; Rhonda Bremmeyer, Senior Center Director; Shane Abma, City Counsel; Stan Monte, Fire Chief; Jolene Morishita, Assistant City Administrator; Jim Pryde, Police Chief; and Scott Tabor, Public Works Director.

Mayor Byers led the flag salute.

BUSINESS FROM THE AUDIENCE

Bob Stuart, Superintendent of Gladstone School District submitted a gift to Council. There was a School Board Recognition Week in January and he is here tonight to declare this City Council Appreciation Night. He thanked City Council for the work they do; also to Jim Pride and Eric Graves who worked closely with the School District for more than a year now as they have revamped all of the safety procedures within the school district. Irene, the City's librarian has been working closely with the schools as they are looking how to incorporate more library services to the kids within the school.

Pictures were included in the submittal of a joint meeting of the City Council and the School Board. In the picture is Principal Lu from China. At the end of the month Mr. Stuart stated he will be going to Mr. Lu's school in China to develop a memorandum of understanding between their school and our schools that will potentially involve the exchange of students, staff and others in the future.

An auction was held on February 15th at the Clackamas County Fairgrounds. It was a great success; there were over 350 attendees. They designated a special event for that night to support families in need. The churches are working closely with the schools to convert two of the portable classrooms that are no longer used into bases for a clothes closet and food pantry for the community. The church will staff them with volunteers and a lot of people who contribute to how it works. As part of the auction they asked for a focused item of support for these events. Within 10 minutes they raised slightly over \$10,000. Overall the auction brought in over \$50,000 that can be turned back into programs for the kids within the community.

Four to five years ago graduation rates were recalibrated and recalculated within Oregon into four year graduation rates (all the kids that start within a school as freshman and what happens to them over the next four years and whether they graduate with a regular diploma or not). In the first data Gladstone's graduation rate was 71%; the state average was 66%. A year later Gladstone's graduation rate jumped to 77%, the next year 79%, and the graduating class of 2013, 86% (one of the highest ten school districts in the state of Oregon).

Les Poole, Cornell agrees it is good news about the schools. He is involved in the Library Committee. While it is a non-binding process, there has been really good dialogue and good ideas. There is a real tight timeframe and there has been more input from Oak Grove and the community than they have had in the past. He is hopeful they can meet the deadline. Everyone knows that if something viable hits the ballot in November, maybe Oak Grove and Gladstone can both come out alright. In his opinion with the problems and cost at Webster Road, it may never happen. Unlike in the past he feels they are having a real process now. It is his hope that the citizen input the Council gets is taken to heart.

A lot of people are upset about the Trolley Bridge. Residents are speculating that the pile driving, the water project, the coffer dam, and the deflection of the River finished off the bridge. Unless someone makes a serious legal case it would be a waste of time to speculate. He hopes that some effort is made to appeal to Metro to secure the \$200,000 grant that was received. Rather than just have it go away there may be a Gladstone project that would allow those funds (flexible transportation funds) to go into Gladstone and not lose it.

Mr. Poole stated he attends a lot of public meetings and appreciate the opportunity to talk. There seems to be more and more issues for Gladstone and he suggests that in the future the Council consider having the meetings at 7:00 p.m. Mayor Byers explained the Charter requires them to meet at least once a month in the City at the time and place Council designates so it is discussable.

CONSENT AGENDA

Item(s) Removed from the agenda:

1. Approval of February 11, 2014 Minutes
3. Approval of Library Director Employment Contract – Move to Regular Agenda (Item 14)
4. Approval of Police Chief Employment Contract – Move to Regular Agenda (Item 15)

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

2. *Appointment to Traffic Safety Committee*
5. *Approval of Special Event Winery Permit – Latus Motors – 870 E. Berkeley*
6. *Approval of Full On-Premises Sales License Temporary Use Application – High Rocks Restaurant and Lounge – 915 E. Arlington*
7. *Payment of February Claims*

Motion carried unanimously.

1. Approval of February 11, 2014 Minutes. Councilor Reisner asked that the minutes be revised to change Page 1-3, Ordinance 1145, passed unanimously 6-0 and Page 1-5 corrected to state the City be exempt from paying fines.

Councilor Reisner moved and Councilor Nelson seconded motion to approve the minutes of February 11, 2014 as revised.

Motion carried unanimously.

CORRESPONDENCE – None.

REGULAR AGENDA

8. Lake Oswego/Tigard Water Partnership – Request for Night-Time Hours in Meldrum Bar Park.

Joel Komarek, Project Director for Lake Oswego/Tigard Water Partnership stated he is here tonight to start a discussion to say how appreciative they are being in partnership with Gladstone, for the support this Council has shown in granting easements that are necessary for the project to move forward, to make land use approvals, and to entertain him tonight as he comes to Council with a request to extend work hours in Meldrum Bar Park.

In a letter to Mayor Byers and the Council dated March 5th it describes the self-imposed time limits they committed to after community outreach, understanding how the park is used, by whom and when for pipeline work in Meldrum Bar Park Road. The self-imposed time constraint is for work hours from 10:00 p.m. to 3:00 a.m. As he understands these are the hours that the park is closed thus having the least impact on park users.

Contractors who bid for the work have commented they have a 5-hour period of time and it takes them an hour to set up and an hour to tear down. This leaves them 3 hours to conduct productive work. Based on conversations with the contractors it will take 5-6 weeks to install the pipe in the 700-ft. long stretch of road.

If their request for an extension of work hours is granted, they can cut the time in half. With the recent issues with the trolley bridge, while he was in the incident response room he heard complaints about the lights that were on at night. Lighting at night is one of the things they would like to minimize. Night work does need light and the noise disrupts resident's sleep. They are here tonight to request an extension of work hours. Instead of 10 p.m. to 3 a.m. they would like the hours of 8:00 p.m. to 5:00 a.m. They will do their best to make sure that the word gets out to fishermen who use the bank ramp during those early morning and late evening hours. The intent is to get out of the roadway and get done with the night-time work as quickly as they can.

Councilor Nelson moved and Councilor Martinez seconded a motion to allow the change of night-time hours in Meldrum Bar Park for open-cut pipeline construction from 10:00 p.m. – 3:00 a.m. to 8:00 p.m. to 5:00 a.m.

An audience member asked about the timeframe of work. Answer: Mr. Komarek stated they can only work in Meldrum Bar Park between November 21st and February 28th (winter).

Councilor Mersereau asked if any residents have been talked to about the change. Answer: Mr. Komarek said yes, they talked to residents in the pre-design phase when they determined what stakeholders used the park, when they use it, etc. The November to February timeframe was what they heard from residents about when they used the park the least. The additional constraint of the night-time only work hours for anytime they are in the roadway was out of respect for the sportsmen who use the boat-ramp.

Councilor Mersereau asked if neighborhood residents have been informed about how they are affected by the noise. Answer: Mr. Komarek stated they have held open houses with residents in the surrounding area of the park and throughout the City about this work and specific to the park they understand that the November to February is when the park is used the least. They understand that the fishermen use this road in the early morning hours and late evening hours to get their boats in and out of the water.

Councilor Reisner asked if there is a restriction as to how loud the construction people can be. Answer: Mr. Komarek stated the noise restrictions were covered in the land-use process; he cannot quote the exact noise limits.

Councilor Reisner asked what mechanism is in place for people who want to comment on the noise. Answer: Mr. Komarek stated their contract documents address a number of requirements; equipment with mufflers and silencers in good condition and the opportunity and ability to direct other measures like using noise blankets or sound walls should it be necessary. Residents can get in touch with project staff at any time. There is a project website with phone numbers and a hot line they can call 24/7.

Motion to change night time hours carried unanimously.

9. Public Hearing – Expense Report for Sewer Lateral Repair at 170 W. Arlington Street. City Administrator Boyce stated last month he reported on the cost incurred by the City in taking care of the sewer lateral repair. City Council scheduled the hearing for this evening. The property owner is here and would like to address Council. Included in the packet is background information. Staff is asking Council to review the expense report and written protest in order to adjust and finalize the report. After the report is finalized, the property owner will have 60 days to pay the final bill. If the bill is not paid by that timeframe, a lien will be put on the home by the City.

Councilor Martinez asked if the fees assessed (besides the cost of repair) were necessary fees. Answer: City Attorney Shane Abma explained under the normal nuisance abatement procedures, it allows for cost of the repair plus 20% administrative costs as needed. This particular nuisance abatement was under Chapter 15, Dangerous Buildings. It doesn't have the same language about administrative costs; it states the City may impose costs to repair. The City Attorney's office believes that the City Administrator's time should be included because of the phone calls that were made to get the repair project going. The City Attorney fees however, probably should not be included if it is under Chapter 15. The reason the City went under Chapter 15 in this instance is because it allows the City to remove the occupants if necessary. There was concern that the occupants may need to get out of the building in order to fix the problem. Regular nuisance abatement does not require removal of the occupants.

The City Attorney's recommendation is to reduce the abatement by \$982. Going forward the City Attorney's office recommends Chapter 15 is amended to put the same language in that is in Chapter 8, Regular Nuisance Abatement so the administrative costs, as well as interest costs are included.

Councilor Martinez moved and Councilor Nelson seconded a motion to bill for the Timberline Development Company costs, the City Administrator costs and staff time costs.

Councilor Reisner asked when the City Administrator initially talked to the Ms. Davis was there mention of the additional fees. Answer: City Administrator Pete Boyce stated there were several conversations over the phone and in person. Initially he gave her copies of the code and indicated that the City had to be reimbursed for the expense of making the fix. Ms. Davis waived her 10-day period of when she could fix the problem on her own before the City would take action. She was informed the City would be looking for a contractor. When the City received the bid from Timberline he telephoned Ms. Davis and told her that the bid came in at \$4,625, less than what Timberline had quoted her personally. He did talk about the other fees involved. In hindsight he would have been more specific when he talked about the bid; however, they had given Ms. Davis a copy of the Code that talks about the City being reimbursed for all of its expenditures. She was aware that he was working with her to resolve the situation and Public Works staff was also at residence at that time.

Rochelle Davis, 170 West Arlington Street noted that the City Administrator never once mentioned attorney fees, City Administrator fees, nor staff fees. His last words were that she would be very happy that the bid came in at \$4,604 and that is what she owed. It is a hardship for her to come up with the \$4,604, not to mention the additional fees.

Councilor Martinez explained that if this was not paid there would be a lien placed on the property and Ms. Davis would not have to paid the lien until the house was sold. Ms. Davis stated she wanted to leave the house to her two children one with autism and one with a severe learning disability. She wants to leave them a place to live. She has contacted an attorney to help recover these costs from the previous owner who did not disclose this problem when she purchased the home. She stated she appreciates what the Council is doing for her and asked how much her final bill will be? City Administrator Boyce stated the bill will be \$4,974.69.

The motion carried unanimously.

10. Discussion regarding Changes in State Law – Exotic Animals (Lynx). City Attorneys Shane Abma reported recently the State changed their permitting procedure to allow a second chance at permitting exotic animals under very limited circumstances. A person has to prove they have owned the animal since 2010, that they have a disability as described in the disability statutes, a physician has recommended that keeping the animal would help that disability and they get a permit by December 31, 2014. The State veterinarian called the City and said they are willing to go forward with a permit but not if Gladstone still prohibits exotic animals.

If Council wants to go forward with allowing this Lynx in Gladstone they will have to amend their code. The City Attorney's office recommends if the Council chooses to do that they will mirror the same limitations as the State Law. Mayor Byers requested a revised Ordinance be presented to Council at the next meeting.

11. Senior Center Updates. Rhonda Bremmeyer, Senior Center Director stated she submitted reports to the Council on the activities going on at the Senior Center. Jaime Southworth is a new part-

time employee at the Center. She has played an important part of getting all the new programs put together. She asked if the Councilors had any questions.

Councilor Martinez noted the newsletter stated that community leaders have been invited to deliver meals during the month of March. She did not receive a letter and would be happy to volunteer.

Jaime Southworth, Office Assistant at the Gladstone Senior Center shared some of the events happening at the Senior Center:

The Senior Center is participating in a national campaign put on by the Meals On wheels Foundation called March for Meals. This campaign includes events all through the month of March. The March for Meals campaign presents an opportunity for everyone in the community to come together and help make our community stronger and healthier. Ways to participate are:

- Donate your change. There are buckets around town where you can contribute to Meals on Wheels.
- On March 20, 2014 between 5:00 and 8:00 p.m. Burgerville will give a percentage of their proceeds that evening to the Meals on Wheels program.
- Invitations have been sent out to all the City's local leaders to participate in this event by delivering meals a couple days this month to homebound clients.

Another event is the Senior Center's Annual Spring Fling Craft and Collectible Bazaar on April 12, 2014 from 9:00 a.m. to 4:00 p.m. There will be over 40 tables with a variety of items. The event is free; come down and support the local community and vendors.

Conversations on Aging is a new program being offered at the Senior Center. The conversations are facilitated by VIEWS (Volunteers Involved for the Emotional Well-being for Seniors). These will be free informal interactive discussion groups on topics that are important to people over the age of 60. The next conversation will be held on March 19, 2014 at 10:30 a.m. and the topic is "Talking With Your Doctor." The next conversation will be held on May 21, 2014 at 10:30 a.m. and the topic is "Oregon's Advanced Directive."

Mayor Byers reported that March 12th the Senior Center is holding a St. Patrick's Day lunch. After the lunch the Gladstone Historical Society is having a program at 1:00 p.m.

12. Appointment to Park and Recreation Board. Mayor Byers reported there are three vacant terms on the Park and Recreation Board. Two terms expire December 31, 2014 and one term expires December 31, 2015. Three applicants have applied: Stephen Dormer, Gerald (Jerry) Herrmann, and Michael Villanti.

Councilor Martinez moved and Councilor Jaren seconded a motion to appoint Michael Villanti and Stephen Dormer to terms on the Park and Recreation Board that expire December 31, 2014 and Gerald Herrmann to a term that expires December 31, 2015.

The motion carried unanimously.

13. Planning Commission Suggested Gladstone Municipal Code Changes. City Administrator Boyce explained the Planning Commission has started the review as requested. The first report has been submitted to Council. Staff is looking for feedback from Council as to what direction they would like to go.

Mayor Byers suggested changing the current wording to read, "A member who is absent with no excuse from two consecutive meeting will be considered to be in nonconformance."

Kim Sieckmann, Gladstone Planning Commission, speaking for himself stated one of the concerns brought up was if a Commissioner is absent, the following meeting the Planning Commission would hold a hearing to determine if that absence was excused or not.

Councilor Reisner asked who created the rankings that are listed on 13-4. City Administrator Boyce stated City Attorney Martin came up with the rankings.

In regards to 5-16, cable television franchise applications are very complex and analysis for performance is beyond the scope of this review. Councilor Jaren suggested that the Planning Commission contact other cities to see if policy changes are needed.

Rose Johnson, 548 Abernathy Court suggested the Commission go with three strikes and you're out. It sounds like something that should be at the discretion of City Council or the Planning Commission.

14. Approval of the Library Director Employment Contract. Councilor Reisner voiced concern about Section 9, second paragraph, second sentence through the end where if an employee is asked to leave without cause, he is paid six month's severance pay. Citizens don't have the ability to receive such payment. He would like to see that restricted.

Councilor Reisner asked why in Section 5 in the opening, the additional impact would be \$338.50 more than what would be for the first year contract. Answer: City Administrator Boyce explained it was a request from the employee when the contract was being discussed. This has been done with other contracts.

Steve Johnson, 1420 Manor Drive is concerned that neither of these employment contracts specifies that these are full-time positions. He suggest that a paragraph be added to Section 10 of the Library Director's contract and Section 11 of the Police Chief's contract to specify the full-time nature of these positions and that the existing paragraph be modified to read, "Hours of Work; this is a full-time position. City of Gladstone defines full-time employment to be a minimal of 40 hours per week minus paid holidays, accrued vacation, and accrued sick leave. The parties recognize the employee must devote time outside of normal business hours for City business. Employee shall be allowed to work a flexible work week subject to the City Administrator's review and direction so long as the employee does not work less than full-time."

City Administrator Boyce stated he saw no issue with the requested changes. City Attorney Abma stated he will check with City Attorney Martin, however, he does not feel it will be an issue.

City Administrator Boyce asked to table both contracts until staff gets information from the City Attorney and staff researches information from other cities and jurisdictions. This issue will be brought back to the April meeting for approval.

BUSINESS FROM THE COUNCIL

Councilor Nelson reported last Saturday he attended a luncheon at the Senior Center. It was well attended and it was a great event.

Councilor Reisner reported he attended the Clackamas City Association meeting dinner. A local economist spoke and talked about more manufacturing jobs in the County and that Gladstone isn't dying and isn't growing. It was a great dinner.

The Two Girls Catering restaurant is moving to Portland Avenue. The restaurant will be serving mornings, afternoons and no evenings.

Mayor Byers announced that last Friday he attended a town hall with Congressman Kirk Schrader. Most of the cities and school districts were represented. The common theme is no more mandates. Congressman Schrader is in concurrence with that.

Mayor Byers stated he sat in on the emergency management meetings that started Thursday morning within a couple hours of the bridge event. There were meetings Thursday afternoon, Friday morning and afternoon, Saturday and Sunday morning. He felt the performance of the Fire Department, Police Department and Public Works was especially exemplary. The residents can be pleased that the City did such a fine job.

Mayor Byers adjourned the Council Meeting into Executive Session 192l660(2)(h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed; Executive Session 192,660(2)f to consider information or records that are exempt by law from public inspection, and Executive Session 192.660(2)(i) to review and evaluate the employment related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing. The Council will not be coming back into open session.

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

Approved by the Mayor this _____ day of _____, 2014.

Attest:

Mayor

Assistant City Administrator

GLADSTONE CODE REVIEW
Suggested Changes Per March 18, 2014 Planning Commission Meeting

I Upon review and recommendation by the City Council, the Planning Commission would like to change our recommendation from the February 18, 2014 meeting relating to Title 2 Administration and Personnel, Chapter 2.28 Planning Commission as follows:

1. 2.28.040 Vacancies and Removal – Section (2)

RECOMMENDATION: We would like the wording changed from:

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

To:

“(2) A member who is absent from three consecutive meetings with or without an excuse approved by the Planning Commission is rebuttably presumed to be in nonperformance of duty and the City Council shall declare the position vacant unless extenuating circumstances are determined at the hearing.”

NEXT STEPS

The next scheduled Code and Ordinance Review work session will continue the discussion of the following items:

IV Title 17 Zoning and Development
Division 4 Section 17.54 Clear Vision Codes
-Clay will bring an example of what the county has on this subject

V Title 8 Health & Safety
Section 8.04 Nuisances

Section 8.12 Noise Control

See Attachments

2

City of Gladstone

Month: March 2014

Payroll	3/31/14	Check	# 75603 - 75645	33,103.23	Payroll
	3/31/14	Direct Deposit		141,592.04	Payroll
				174,695.27	Total

Manual/ Machine/ Month End Checks

	3/4/14	Check	# 75470 - 75471	769.89	Misc AP
	3/12/14	Check	# 75592 - 75593	730.17	Misc AP
	3/18/14	Check	# 75594 - 75596	688.57	Misc AP
	3/19/14	Check	# 75597 - 75600	1,820.74	Misc AP
	3/24/14	Check	# 75601 - 75602	59,753.58	Misc AP
	3/27/14	Check	# 75646 - 75647	6,755.83	Misc AP
	3/31/14	Check	# 75648 - 75667	32,889.45	Month End
				103,408.23	Total

Urban Renewal Checks

	3/12/14	Check	# 5468	1,500.00	Misc UR
				1,500.00	Total

Outstanding Invoices

	Preliminary	Check		85,711.90	
					Total

March Monthly 365,315.40 Total

Council Approval

JE 48

Payroll

G/L Distribution Report

User: anderson

Batch: 00001.03.2014 COMPUTER

City of Gladstone



Account Number	Debit Amount	Credit Amount	Description
Section 1 001	GENERAL FUND		
Section 2 000			
001-000-140000	57,273.24	0.00	CASH IN BANK
001-000-290000	0.00	141,592.04	DIRECT DEPOSIT LIABILITIES
001-000-290001	0.00	29,147.88	FEDERAL WITHHOLDING W/H
001-000-290002	0.00	39,284.22	SOCIAL SECURITY W/H
001-000-290003	0.00	16,874.23	STATE TAX W/H
001-000-290004	0.00	272.30	WBF WORKDAY ASSESS
001-000-290005	0.00	1,797.30	UNEMPLOYMENT
001-000-290007	0.00	1,832.55	TRI-MET TAX
001-000-290008	0.00	1,238.31	MISCELLANEOUS
001-000-290102	0.00	5,989.00	CREDIT UNION W/H
001-000-290103	0.00	51,330.23	HEALTH INS W/H
001-000-290104	0.00	1,864.18	UNION DUES W/H
001-000-290105	0.00	6,153.33	DEFERRED COMP W/H
001-000-290108	0.00	126.18	LIFE INSURANCE/PU
001-000-290111	0.00	37,927.03	RETIREMENT/PERS
001-000-290112	0.00	3,677.39	RETIREMENT
001-000-290114	0.00	900.00	FIREFIGHTER HOUSE DUES
001-000-290115	0.00	926.70	DISABILITY INSURANCE
001-000-290124	0.00	1,666.73	VEBA HEALTH CONTRIBUTIONS
001-000-290125	0.00	528.33	SECTION 125 FLEX HEALTH
Section 2 Total:	57,273.24	343,127.93	
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	11,909.10	0.00	PAYROLL COSTS
Section 2 Total:	37,694.37	0.00	
Section 2 022	MUNICIPAL COURT		
001-022-102500	3,042.57	0.00	PAYROLL COSTS

Account Number	Debit Amount	Credit Amount	Description
001-022-120500	4,668.58	0.00	MUNICIPAL COURT CLERK
001-022-121000	2,128.56	0.00	ASSISTANT COURT CLERK
Section 2 Total:	9,839.71	0.00	
Section 2 024	POLICE DEPARTMENT		
001-024-102500	45,129.59	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	5,476.80	0.00	POLICE OFFICER
001-024-143000	4,281.00	0.00	POLICE OFFICER
001-024-143500	4,281.00	0.00	POLICE OFFICER
001-024-144500	5,920.16	0.00	POLICE OFFICER
001-024-145000	5,424.64	0.00	POLICE OFFICER
001-024-146000	5,743.35	0.00	POLICE OFFICER
001-024-146200	4,505.00	0.00	POLICE OFFICER
001-024-146400	5,146.28	0.00	POLICE OFFICER
001-024-146500	2,041.71	0.00	MUNICIPAL ORDINANCE SPECIALIST
001-024-150000	3,671.00	0.00	POLICE RECORDS CLERK
001-024-152500	8,818.29	0.00	OVERTIME
001-024-152600	1,374.46	0.00	TRAINING OVERTIME
Section 2 Total:	137,786.32	0.00	
Section 2 025	FIRE DEPARTMENT		
001-025-102500	5,940.29	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	18,535.39	0.00	ON-CALL FIREFIGHTERS
Section 2 Total:	32,242.74	0.00	
Section 2 026	PARK DEPARTMENT		
001-026-102500	3,298.83	0.00	PAYROLL COSTS
001-026-190000	662.39	0.00	PUBLIC WORKS SUPERVISOR
001-026-190500	4,664.27	0.00	UTILITY WORKER, JOURNEY
001-026-192000	371.34	0.00	OVERTIME
Section 2 Total:	8,996.83	0.00	
Section 2 028	SENIOR CENTER		
001-028-102500	5,399.07	0.00	PAYROLL COSTS
001-028-208500	5,863.00	0.00	SENIOR CENTER MANAGER
001-028-209500	1,688.42	0.00	TRAM DRIVER

Account Number	Debit Amount	Credit Amount	Description
001-028-210000	1,521.31	0.00	OFFICE ASSISTANT
001-028-210500	1,866.84	0.00	NUTRITION CATERER
Section 2 Total:	16,338.64	0.00	
Section 2 029	LIBRARY		
001-029-102500	9,926.05	0.00	PAYROLL COSTS
001-029-220000	6,157.00	0.00	LIBRARY DIRECTOR
001-029-221500	1,945.84	0.00	LIBRARY ASSISTANT II
001-029-222000	3,976.64	0.00	LIBRARY ASSISTANT II
001-029-222500	3,976.64	0.00	LIBRARY ASSISTANT II
001-029-222800	3,787.77	0.00	LIBRARY ASSISTANT II
001-029-223000	4,535.99	0.00	LIBRARY ASSISTANT II
001-029-223200	1,550.40	0.00	LIBRARY AIDE
001-029-223500	7,099.75	0.00	ON CALL LIB ASSISTANT
Section 2 Total:	42,956.08	0.00	
Section 1 Total:	343,127.93	343,127.93	
Section 1 003	SEWER FUND		
Section 2 000	LIBRARY		
003-000-140000	0.00	18,818.91	CASH IN BANK
Section 2 Total:	0.00	18,818.91	
Section 2 003	SEWER DEPARTMENT		
003-003-102500	5,820.78	0.00	PAYROLL COSTS
003-003-300300	2,318.40	0.00	PUBLIC WORKS SUPERVISOR
003-003-300700	2,411.40	0.00	UTILITY WKR, JOURNEY/MAINT TECH
003-003-301000	4,780.88	0.00	UTILITY WORKER
003-003-301200	3,487.45	0.00	ACCOUNT CLERK
Section 2 Total:	18,818.91	0.00	
Section 1 Total:	18,818.91	18,818.91	
Section 1 004	WATER FUND		
Section 2 000	SEWER DEPARTMENT		
004-000-140000	0.00	20,361.83	CASH IN BANK
Section 2 Total:	0.00	20,361.83	
Section 2 004	WATER DEPARTMENT		
004-004-102500	6,588.07	0.00	PAYROLL COSTS
004-004-400300	1,987.21	0.00	PUBLIC WORKS SUPERVISOR

Account Number	Debit Amount	Credit Amount	Description
004-004-400700	2,411.37	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
Section 2 Total:	20,361.83	0.00	
Section 1 Total:	20,361.83	20,361.83	
Section 1 005	ROAD & STREET FUND		
Section 2 000	WATER DEPARTMENT		
005-000-140000	0.00	11,294.31	CASH IN BANK
Section 2 Total:	0.00	11,294.31	
Section 2 005	STREET DEPARTMENT		
005-005-102500	3,575.91	0.00	PAYROLL COSTS
005-005-501500	1,656.00	0.00	PUBLIC WKS SUPERVISOR
005-005-502000	5,521.93	0.00	UTILITY WORKER, JOURNEY
005-005-502500	540.47	0.00	OVERTIME
Section 2 Total:	11,294.31	0.00	
Section 1 Total:	11,294.31	11,294.31	
Section 1 008	POLICE/COMMUNC LEVY FUND		
Section 2 000	STREET DEPARTMENT		
008-000-140000	0.00	29,502.64	CASH IN BANK
Section 2 Total:	0.00	29,502.64	
Section 2 008	POLICE/COMMUNC LEVY DEPT		
008-008-102500	9,469.24	0.00	PAYROLL COSTS
008-008-800500	5,476.80	0.00	SCHOOL RESOURCE OFFICER
008-008-801500	5,655.37	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	2,481.51	0.00	OVERTIME
Section 2 Total:	29,502.64	0.00	
Section 1 Total:	29,502.64	29,502.64	
Section 1 009	FIRE/EMERG SERVICES LEVY FUND		
Section 2 000	POLICE/COMMUNC LEVY DEPT		
009-000-140000	0.00	8,398.78	CASH IN BANK

Account Number	Debit Amount	Credit Amount	Description
Section 2 Total:	0.00	8,398.78	
Section 2 009	FIRE/EMERG SERVICES DEPT		
009-009-102500	2,704.13	0.00	PAYROLL COSTS
009-009-900500	5,449.00	0.00	VOLUNTEER FIRE COORDINATOR
009-009-901500	245.65	0.00	SEASONAL HELP
Section 2 Total:	8,398.78	0.00	
Section 1 Total:	8,398.78	8,398.78	
Report Total:	431,504.40	431,504.40	

CONFIRM 0850591 03/26/14 @ 10:32 A JE 50

Clearing House Distribution Report



User: anderson
Printed: 03/26/2014 - 10:26AM
Batch: 00031.03.2014

Account Number	Debit	Credit	Account Description
001-000-140000	0.00	141,592.04	CASH IN BANK
001-000-290000	141,592.04	0.00	DIRECT DEPOSIT LIABILITIES
	<u>141,592.04</u>	<u>141,592.04</u>	
Report Totals:	<u>141,592.04</u>	<u>141,592.04</u>	

Accounts Payable

Computer Check Register



User: anderson
 Printed: 03/04/2014 - 3:43PM
 Batch: 00001.03.2014
 Bank Account: APPR

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
75470	01375	Clackamas Auto Parts Inc	3/4/2014	206370	64.00
				206433	182.72
				203363	45.93
				211764	12.12
				211799	236.76
				209205	109.36
				209224	-18.00
Check 75470 Total:					632.89
75471	06380	Oriental Trading Co Inc	3/4/2014		137.00
Check 75471 Total:					137.00
Report Total:					769.89

Accounts Payable

Computer Check Register

User: anderson
 Printed: 03/12/2014 - 2:13PM
 Batch: 00002.03.2014
 Bank Account: APPR



Check	Vendor No	Vendor Name	Date	Invoice No	Amount
75592	07027	Portland Habilitation Center	3/12/2014		
				83032	390.48
				83033	286.31
		Check 75592 Total:			676.79
75593	08558	McLoughlin Chevrolet	3/12/2014		
				102054CVR	53.38
		Check 75593 Total:			53.38
		Report Total:			730.17

Accounts Payable

Computer Check Register

User: anderson
 Printed: 03/18/2014 - 1:29PM
 Batch: 00003.03.2014
 Bank Account: APPR



Check	Vendor No	Vendor Name	Date	Invoice No	Amount
75594	01343A	Cintas Fas Lockbox	3/18/2014		
				5000850673	128.44
				5000850673	9.95
				5000850673	50.55
				5000850673	109.12
		Check 75594 Total:			298.06
75595	02683	Geoff Erichsen	3/18/2014		
				031414	302.51
		Check 75595 Total:			302.51
75596	07542	RLI Surety	3/18/2014		
				LSM0142881	88.00
		Check 75596 Total:			88.00
		Report Total:			688.57

Accounts Payable

Computer Check Register



User: anderson
 Printed: 03/19/2014 - 9:15AM
 Batch: 00004.03.2014
 Bank Account: APPR

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
75597	02245	Day Wireless Systems Inc	3/19/2014		
				150555-00	298.50
		Check 75597 Total:			298.50
75598	02820	Ferrellgas Propane	3/19/2014		
				1080849418	98.27
		Check 75598 Total:			98.27
75599	03226	Gladstone Municipal Court	3/19/2014		
				03.31.14	18.00
				03.31.14	162.17
		Check 75599 Total:			180.17
75600	08830	US Postal Service	3/19/2014		
				03.31.14	1,243.80
		Check 75600 Total:			1,243.80
		Report Total:			1,820.74

Accounts Payable

Computer Check Register



User: anderson
 Printed: 03/24/2014 - 4:05PM
 Batch: 00006.03.2014
 Bank Account: APPR

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
75601	01339	CIS/EBS Trust	3/24/2014	033114	45,127.65
				033114	6,202.58
				033114	113.09
				033114	929.94
				033114	31.57
				033114	12.32
				033114	272.31
Check 75601 Total:					52,689.46
75602	01726	Clackamas Fed. Cred.Union	3/24/2014	033114	5,989.00
				033114	100.00
				033114	975.12
Check 75602 Total:					7,064.12
Report Total:					59,753.58

Accounts Payable

Computer Check Register



User: anderson
 Printed: 03/27/2014 - 11:52AM
 Batch: 00007.03.2014
 Bank Account: APPR

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
75646	05887	Oregon Code Enforcement As	3/27/2014	Boyle	175.00
Check 75646 Total:					175.00
75647	07021	Portland General Electric	3/27/2014	03.31.14	974.99
				03.31.14	5,605.84
Check 75647 Total:					6,580.83
Report Total:					6,755.83

Accounts Payable

Computer Check Register



User: anderson
 Printed: 03/28/2014 - 3:14PM
 Batch: 00008.03.2014
 Bank Account: APPR

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
75648	00734	Beloof & Haines	3/28/2014	00734-033114	3,000.00
Check 75648 Total:					3,000.00
75649	01585	Clackamas, County of	3/28/2014	2014-57	238.20
				2014-56	470.26
				2014-128	421.85
Check 75649 Total:					1,130.31
75650	01893D	Comcast Cable	3/28/2014	0732582 032114	135.18
Check 75650 Total:					135.18
75651	02393	D'Painting LLC	3/28/2014	671	930.00
				672	650.00
				672	250.00
Check 75651 Total:					1,830.00
75652	02657	Axa Equi-Vest	3/28/2014	03.31.14	6,053.33
Check 75652 Total:					6,053.33
75653	02659	Axa RIA	3/28/2014	X5736 033114	3,439.68
Check 75653 Total:					3,439.68
75654	02661	Axa EVLICO	3/28/2014	352255100 3/14	237.71
Check 75654 Total:					237.71
75655	03271	Gladstone Fire Department	3/28/2014	03.31.14	900.00
Check 75655 Total:					900.00
75656	03958	Integra Telecom	3/28/2014	11831638	667.89
				11831638	147.35
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					Check 75656 Total: 1,045.82
75657	04733	Marketek	3/28/2014	2/3 - 3/12	2,465.25
					Check 75657 Total: 2,465.25
75658	04746G	James W Martin	3/28/2014	031814	75.00
					Check 75658 Total: 75.00
75659	04774	McDonald & Wetle Inc	3/28/2014	3132	660.00
					Check 75659 Total: 660.00
75660	05396	Sprint	3/28/2014	345122314-148	319.18
					Check 75660 Total: 319.18
75661	05521	Northwest Natural	3/28/2014	149733-8 3/14	157.77
				148922-8 3/14	391.20
					Check 75661 Total: 548.97
75662	05681M	Office Of The Trustee	3/28/2014	11-39851-tmb13	640.00
					Check 75662 Total: 640.00
75663	05746	Oregon AFSCME Council #7:	3/28/2014	033114	889.06
					Check 75663 Total: 889.06
75664	06243	Oregon, State of	3/28/2014	2013 Survey Fee	1,440.00
					Check 75664 Total: 1,440.00
75665	06637	Paper Rolls Plus	3/28/2014	116834	119.85
					Check 75665 Total: 119.85
75666	08743M	Arwen Ungar	3/28/2014	031014	145.00
					Check 75666 Total: 145.00
75667	08802	US Bank	3/28/2014	033114	114.35
				033114	383.50
				033114	7,132.26
				033114	185.00
					Check 75667 Total: 7,815.11

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
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Report Total:

32,889.45

Accounts Payable

Computer Check Register

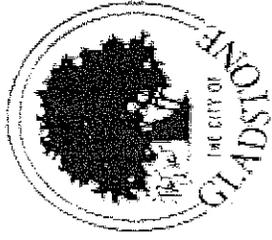


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Bank Account: APUR

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
5468	04763	McClain, N Consulting Co	3/12/2014		
				03.12.14	1,500.00
		Check 5468 Total:			1,500.00
		Report Total:			1,500.00

Accounts Payable Outstanding Invoices

User: anderson
 Printed: 4/3/2014 - 11:00 AM
 Date Range: 04/09/2014 to 04/09/2014
 Date Type: Current



Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
Vendor 00367A				Amazon				
001-029-225500	25.85	260093930746	03/31/2014	Amazon/Purchases				04/09/2014
001-029-225500	31.44	145644411082	03/31/2014					04/09/2014
001-029-231500	24.99	232308899734	03/31/2014					04/09/2014
001-029-231500	66.95	279588978623	03/31/2014					04/09/2014
001-029-231500	38.87	103521604531	03/31/2014					04/09/2014
001-029-231500	167.90	169364794198	03/31/2014					04/09/2014
001-029-231500	-25.85	260097706566	03/31/2014					04/09/2014
Vendor Total:	330.15							
Vendor 00438				Alexin Analytical Laboratories				
004-004-408000	288.00	17295	03/31/2014	Alexin Labs/Tests				04/09/2014
Vendor Total:	288.00							
Vendor 00603				Backflow Management Inc				
004-004-408000	2,350.00	6998	03/31/2014	Backflow Management/Services				04/09/2014
004-004-414500	770.00	7002	03/31/2014					04/09/2014
Vendor Total:	3,120.00							
Vendor 00616				Baker & Taylor Inc				
001-029-230500	330.24	4010831965	03/31/2014	Baker & Taylor/Purchases				04/09/2014
001-029-230500	82.26	4010809866	03/31/2014					04/09/2014
001-029-230500	-17.60	0002355693	03/31/2014					04/09/2014
001-029-230500	94.32	4010816276	03/31/2014					04/09/2014
001-029-230500	530.27	4010828398	03/31/2014					04/09/2014
001-029-230500	349.89	4010828948	03/31/2014					04/09/2014
001-029-230500	60.11	4010824923	03/31/2014					04/09/2014
001-029-230500	79.06	4010799273	03/31/2014					04/09/2014
001-029-230500	483.89	4010828366	03/31/2014					04/09/2014
001-029-230500	130.65	4010810857	03/31/2014					04/09/2014
001-029-230500	98.89	4010806298	03/31/2014					04/09/2014
001-029-231500	31.64	T03051780	03/31/2014					04/09/2014

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
001-029-230500	187.52	4010720034	03/31/2014					04/09/2014
001-029-230500	261.54	4010821157	03/31/2014					04/09/2014
001-029-230500	223.27	4010824884	03/31/2014					04/09/2014
001-029-230500	346.36	4010805169	03/31/2014					04/09/2014
001-029-230500	-4.19	0002527952	03/31/2014					04/09/2014
001-029-231500	18.24	T03417570	03/31/2014					04/09/2014
001-029-231500	87.95	T03512160	03/31/2014					04/09/2014
001-029-231500	51.98	4010816337	03/31/2014					04/09/2014
001-029-231500	633.99	T02847120	03/31/2014					04/09/2014
001-029-230500	100.70	4010800448	03/31/2014					04/09/2014
001-029-231500	49.23	4010796708	03/31/2014					04/09/2014
001-029-230500	894.62	4010827218	03/31/2014					04/09/2014
001-029-230500	-139.39	T298624CM	03/31/2014					04/09/2014
001-029-230500	928.73	4010813971	03/31/2014					04/09/2014
Vendor Total:	5,894.17							
Vendor 00739		Beery,Elsner & Hammond LLP		Beery Elsner/City Charter				
001-021-105500	115.00	11279	03/31/2014					04/09/2014
001-021-105500	475.00	11279	03/31/2014					04/09/2014
001-021-105500	2,152.25	11279	03/31/2014					04/09/2014
001-021-105500	1,247.30	11279	03/31/2014					04/09/2014
001-021-105500	2,254.90	11279	03/31/2014					04/09/2014
001-021-105500	122.50	11279	03/31/2014					04/09/2014
001-021-105500	122.50	11279	03/31/2014					04/09/2014
001-021-105500	525.00	11279	03/31/2014					04/09/2014
001-021-105500	4,782.74	11279	03/31/2014					04/09/2014
001-021-105500	17.50	11279	03/31/2014					04/09/2014
Vendor Total:	11,814.69							
Vendor 00865		Martin SBlanco		Blanco/Interpreting				
001-022-124500	80.00	033114	03/31/2014					04/09/2014
Vendor Total:	80.00							
Vendor 00993		Brown & Caldwell		Brown & Caldwell/Services				
004-004-409500	938.75	53212472	03/31/2014					04/09/2014
003-003-307500	541.75	53208651	03/31/2014					04/09/2014
003-003-307500	2,241.25	53206700	03/31/2014					04/09/2014
Vendor Total:	3,721.75							
Vendor 01068		Buster's Barbecue		Busters BBQ/Catering				
001-021-114500	168.75	031514	03/31/2014					04/09/2014
Vendor Total:	168.75							

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
Vendor 01184				Cash and Carry Smart Foodsrv				
001-027-204500	-85.54	090513	03/31/2014	Cash & Carry/Supplies				04/09/2014
001-027-204500	44.81	130363	03/31/2014					04/09/2014
001-027-204500	51.79	132679	03/31/2014					04/09/2014
001-027-204500	41.51	126322	03/31/2014					04/09/2014
Vendor Total:	52.57							
Vendor 01375				Clackamas Auto Parts Inc				
005-005-504500	128.22	213055	03/31/2013	Clackamas Auto/Parts				04/09/2014
005-005-507000	4.87	213902	03/31/2013					04/09/2014
005-005-507000	42.96	213407	03/31/2013					04/09/2014
005-005-504500	146.28	213127	03/31/2013					04/09/2014
Vendor Total:	322.33							
Vendor 01576				Clackamas, County of				
001-021-107000	2,995.06	25940	03/31/2014	Clackamas County DOT/Planning				04/09/2014
005-005-508000	130.31	25938	03/31/2014					04/09/2014
005-005-508000	840.76	25939	03/31/2014					04/09/2014
005-005-508000	120.00	25937	03/31/2014					04/09/2014
Vendor Total:	4,086.13							
Vendor 01585				Clackamas, County of				
003-003-307000	344.04	2014-138	03/31/2014	Clackamas County Water Environ/PS				04/09/2014
003-003-307000	18.39	2014-136	03/31/2014					04/09/2014
Vendor Total:	362.43							
Vendor 01621				Clackamas, County of				
001-028-212000	480.00	39692	03/31/2014	Clackamas County Finance/Work Crev				04/09/2014
Vendor Total:	480.00							
Vendor 01838				Clyde/West Inc.				
005-005-504500	882.00	00238299	03/31/2014	Clyde West/Gutterbrooms				04/09/2014
Vendor Total:	882.00							
Vendor 01839M				Coastal Farm & Home Supply				
004-004-408500	141.56	005117	03/31/2014	Coastal Farms/Supplies				04/09/2014
Vendor Total:	141.56							
Vendor 02148				Curtis Morton Industries				
005-005-504500	119.90	3099	03/31/2014	Curtis Morton/Services				04/09/2014
Vendor Total:	119.90							

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
Vendor: 02813H				Fastenal/Supplies				
005-005-507000	6.43	ORFO918270	03/31/2014					04/09/2014
005-005-507000	4.43	ORFO918004	03/31/2014					04/09/2014
Vendor Total:	10.86							
Vendor: 02818				Ferguson Enterprises/Supplies				
003-003-303000	33.49	2916678	03/31/2014					04/09/2014
003-003-303000	341.70	2915659	03/31/2014					04/09/2014
Vendor Total:	375.19							
Vendor: 02915				Union Security/Life Premiums				
001-024-160000	1.40	4005790-212	03/31/2014					04/09/2014
001-025-177000	140.19	4005790-212	03/31/2014					04/09/2014
Vendor Total:	141.59							
Vendor: 03324N				Gray/Pro-tem Judge				
001-022-125500	130.00	031314	03/31/2014					04/09/2014
Vendor Total:	130.00							
Vendor: 03333P				Green/Reimbursement				
001-029-225500	165.64	033114	03/31/2014					04/09/2014
001-029-227500	175.00	033114b	03/31/2014					04/09/2014
Vendor Total:	340.64							
Vendor: 03533				HD Supply Waterworks/Hydrants				
004-004-414000	450.00	C069316	03/31/2014					04/09/2014
Vendor Total:	450.00							
Vendor: 03765				Houston/Supervising Physician				
001-025-180500	600.00	4/15 - 5/15	03/31/2014					04/09/2014
Vendor Total:	600.00							
Vendor: 03818				Honey Buckets/Rest Rooms				
001-026-195500	336.22	1-870847	03/31/2014					04/09/2014
001-026-195500	480.44	1-877188	03/31/2014					04/09/2014
001-026-195500	85.00	1-884584	03/31/2014					04/09/2014
001-026-195500	93.00	1-872958	03/31/2014					04/09/2014
001-026-195500	93.00	1-877240	03/31/2014					04/09/2014
Vendor Total:	1,087.66							
Vendor: 03868				Industrial Tire/Services				
005-005-504500	992.18	100178290	03/31/2014					04/09/2014

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
Vendor Total:	992.18							
Vendor 04471				Legislative Council				
001-024-156500	420.00	Crimeinal Cod	03/31/2014	Legislative Council/Code Books				04/09/2014
001-022-124500	210.00	Crimeinal Cod	03/31/2014					04/09/2014
Vendor Total:	630.00							
Vendor 04606				Local Gov't Personnel Institut				
001-021-116000	632.16	10557	03/31/2014	Local Govt Personnel/Services				04/09/2014
Vendor Total:	632.16							
Vendor 04750				Masons Supply Co				
003-003-303000	187.47	977062-00	03/31/2014	Masons Supply/Supplies				04/09/2014
Vendor Total:	187.47							
Vendor 04753				Maverick Welding Supply Inc				
005-005-507000	22.50	008883462	03/31/2014	Maverick Plumbing/Supplies				04/09/2014
Vendor Total:	22.50							
Vendor 04770				McCoy Electric				
001-026-194000	509.71	208294	03/31/2014	McCoy Electric/Services				04/09/2014
Vendor Total:	509.71							
Vendor 04858G				Metro Unit 20				
001-026-194000	388.00	MRC-009358	03/31/2014	Metro/Supplies				04/09/2014
Vendor Total:	388.00							
Vendor 04900				Midwest Tape				
001-029-231500	137.94	91654635	03/31/2014	Midwest Tapes/Non Print Items				04/09/2014
001-029-231500	71.97	91654637	03/31/2014					04/09/2014
001-029-231500	23.99	91704904	03/31/2014					04/09/2014
001-029-231500	31.98	91710814	03/31/2014					04/09/2014
001-029-231500	153.89	91710816	03/31/2014					04/09/2014
001-029-231500	25.99	91692340	03/31/2014					04/09/2014
001-029-231500	45.98	91692237	03/31/2014					04/09/2014
001-029-231500	18.99	91692239	03/31/2014					04/09/2014
001-029-231500	42.97	91654636	03/31/2014					04/09/2014
001-029-231500	68.97	91654633	03/31/2014					04/09/2014
001-029-231500	22.99	91673159	03/31/2014					04/09/2014
001-029-231500	26.98	91673221	03/31/2014					04/09/2014
001-029-231500	69.97	91673157	03/31/2014					04/09/2014
001-029-231500	29.99	91673220	03/31/2014					04/09/2014

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
001-029-231500	43.98	91635439	03/31/2014					04/09/2014
001-029-231500	25.98	91635621	03/31/2014					04/09/2014
001-029-231500	110.95	91635620	03/31/2014					04/09/2014
001-029-231500	45.98	91635438	03/31/2014					04/09/2014
001-029-231500	22.99	91635436	03/31/2014					04/09/2014
001-029-231500	9.90	91432237	03/31/2014					04/09/2014
001-029-231500	22.99	91432235	03/31/2014					04/09/2014
Vendor Total:	1,078.36							
Vendor 04965				Moen Machinery/Services				
001-026-194000	202.91	403209	03/31/2014					04/09/2014
001-026-194000	73.84	403796	03/31/2014					04/09/2014
Vendor Total:	276.75							
Vendor 05521				Northwest Natural				
005-005-507000	261.69	363279-1 3/14	03/31/2014	Northwest Natural/Gas Billing				04/09/2014
Vendor Total:	261.69							
Vendor 05610				Nursery Connection				
001-026-194000	395.00	86423	03/31/2014	Nursery Connection/Supplies				04/09/2014
001-027-204800	595.00	86695	03/31/2014					04/09/2014
Vendor Total:	990.00							
Vendor 05656				Oak Lodge Water District				
004-004-405000	31.74	56-00072-001	03/31/2014	Oak Lodge Water/Purchases				04/09/2014
004-004-405000	31.74	56-00073-001	03/31/2014					04/09/2014
004-004-405000	43.65	56-00074-001	03/31/2014					04/09/2014
004-004-405000	31.74	56-00075-001	03/31/2014					04/09/2014
004-004-405000	42.20	56-00076-001	03/31/2014					04/09/2014
004-004-405000	33.90	56-00077-001	03/31/2014					04/09/2014
004-004-405000	38.22	56-00840-001	03/31/2014					04/09/2014
004-004-405000	85.70	56-00850-001	03/31/2014					04/09/2014
004-004-405000	43.65	56-00860-001	03/31/2014					04/09/2014
004-004-405000	45.10	56-00870-001	03/31/2014					04/09/2014
004-004-405000	284.72	99-01148-001	03/31/2014					04/09/2014
004-004-405000	2,120.08	99-01157-001	03/31/2014					04/09/2014
Vendor Total:	2,832.44							
Vendor 05675				Office Depot				
001-021-113000	80.01	695929042001	03/31/2014	Office Depot/Supplies				04/09/2014
001-021-113000	86.28	702000075001	03/31/2014					04/09/2014
001-029-225500	76.32	706255882001	03/31/2014					04/09/2014

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
Vendor Total:	242.61							
Vendor 05679				Office Max/Supplies				
001-021-113000	52.30	050706	03/31/2014					04/09/2014
Vendor Total:	52.30							
Vendor 05706				One Call Concepts/Locates				
005-005-507000	92.12	4020369	03/31/2014					04/09/2014
Vendor Total:	92.12							
Vendor 06046				OLA/Registration-Mendrinco				
001-029-227500	175.00	Mendrinco	03/31/2014					04/09/2014
Vendor Total:	175.00							
Vendor 06148				Oregon Patrol Service/Security				
001-022-127000	506.00	1898	03/31/2014					04/09/2014
Vendor Total:	506.00							
Vendor 06186				Oregon State Bar/UJI Criminal Supple				
001-022-124500	73.00	ARV018747	03/31/2014					04/09/2014
Vendor Total:	73.00							
Vendor 06346				Oregonian/Newspaper				
001-029-227000	40.00	1974874 3/13	03/31/2014					04/09/2014
Vendor Total:	40.00							
Vendor 06587				Pacific Office Automation/Copier				
001-029-226500	600.00	4045782	03/31/2014					04/09/2014
Vendor Total:	600.00							
Vendor 06640				Paramount Pest/Seervices				
001-021-110500	48.00	59749	03/31/2014					04/09/2014
001-021-110500	48.00	59735	03/31/2014					04/09/2014
Vendor Total:	96.00							
Vendor 06871A				Pitney Bowes/Meter Machine Rental				
001-029-225500	40.33	5748646-MR1	03/31/2014					04/09/2014
004-004-403000	100.82	5748646-MR1	03/31/2014					04/09/2014
001-021-113000	120.96	5748646-MR1	03/31/2014					04/09/2014
001-022-125000	80.66	5748646-MR1	03/31/2014					04/09/2014
001-024-157000	60.49	5748646-MR1	03/31/2014					04/09/2014

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
Vendor Total:	403.26							
Vendor 06920								
001-024-156500	446.36	31897	03/31/2014	Pocket Press/Code Books				04/09/2014
001-022-124500	48.99	31897	03/31/2014					04/09/2014
Vendor Total:	495.35							
Vendor 07021								
001-021-109500	666.37	033114	03/31/2014	Portland General Electric/Billing				04/09/2014
001-025-177500	572.79	033114	03/31/2014					04/09/2014
001-026-193500	605.69	033114	03/31/2014					04/09/2014
001-028-213500	514.43	033114	03/31/2014					04/09/2014
001-029-224500	656.87	033114	03/31/2014					04/09/2014
004-004-406000	1,235.14	033114	03/31/2014					04/09/2014
005-005-506000	89.77	033114	03/31/2014					04/09/2014
005-005-507000	479.60	033114	03/31/2014					04/09/2014
005-005-508000	601.07	033114	03/31/2014					04/09/2014
001-024-161000	521.18	033114	03/31/2014					04/09/2014
003-003-303000	48.98	033114	03/31/2014					04/09/2014
003-003-308000	14.83	033114	03/31/2014					04/09/2014
Vendor Total:	6,006.72							
Vendor 07027								
001-021-108500	390.48	83301	03/31/2014	Portland Habilitation/Custodial Serv				04/09/2014
Vendor Total:	390.48							
Vendor 07060M								
003-003-303000	70.27	093408 00	03/31/2014	Portland Windustrial/Supplies				04/09/2014
003-003-303000	22.86	093605 00	03/31/2014					04/09/2014
003-003-303000	158.32	093352 00	03/31/2014					04/09/2014
003-003-303000	247.35	093037 00	03/31/2014					04/09/2014
Vendor Total:	498.80							
Vendor 07236								
001-021-116000	828.73	2014-96	03/31/2014	Quality Code Publishing/Codification				04/09/2014
Vendor Total:	828.73							
Vendor 07330								
001-022-123500	30.00	February 2014	03/31/2014	Rader/Attorney Indigent Clients				04/09/2014
Vendor Total:	30.00							
Vendor 07346								
				Quality Paint/Supplies				

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
001-026-193000	29.73	2015	03/31/2014					04/09/2014
Vendor Total:	29.73							
Vendor 07488S				RH Media/Services				
001-021-115500	5,559.46	57	03/31/2014					04/09/2014
Vendor Total:	5,559.46							
Vendor 07510M				Ricoh/Copier				
001-021-113000	452.55	91945080	03/31/2014					04/09/2014
Vendor Total:	452.55							
Vendor 07510N				Ricoh/Copier				
001-021-113000	452.55	200303062014	03/31/2014					04/09/2014
Vendor Total:	452.55							
Vendor 07564G				Robinson/Attorney Indigent Clients				
001-022-123500	1,125.00	032714	03/31/2014					04/09/2014
Vendor Total:	1,125.00							
Vendor 07720				Sauter Spray/Supplies				
001-026-193000	196.00	J313	03/31/2014					04/09/2014
Vendor Total:	196.00							
Vendor 07873				ServiceMaster/Services				
001-029-228000	1,013.00	152179	03/31/2014					04/09/2014
001-029-225000	46.86	152323	03/31/2014					04/09/2014
Vendor Total:	1,059.86							
Vendor 07960				Sisul/Engineering				
005-005-509000	10,272.50	SGL13-002-12	03/31/2014					04/09/2014
005-005-509000	190.00	SGL13-006-07	03/31/2014					04/09/2014
Vendor Total:	10,462.50							
Vendor 08044				Sonsray Machinery/Services				
005-005-504500	698.28	117894	03/31/2014					04/09/2014
Vendor Total:	698.28							
Vendor 08086				Springbrook/Software-Services				
001-021-115500	5,275.00	1009	03/31/2014					04/09/2014
Vendor Total:	5,275.00							
Vendor 08137				Stark Street Lawn/Supplies				

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
005-005-504500	112.68	847751	03/31/2014					04/09/2014
Vendor Total:	112.68							
Vendor 08205				Stein Oil/Fuel				
005-005-504000	396.50	0002663-CL01	03/31/2014					04/09/2014
001-026-194000	146.48	0002663-CL01	03/31/2014					04/09/2014
004-004-407000	95.54	0002663-CL01	03/31/2014					04/09/2014
001-028-214000	136.68	0002663-CL01	03/31/2014					04/09/2014
005-005-504000	503.69	0002663-CL01	03/31/2014					04/09/2014
001-026-194000	204.56	0002663-CL01	03/31/2014					04/09/2014
004-004-407000	88.95	0002663-CL01	03/31/2014					04/09/2014
001-028-214000	158.09	0002663-CL01	03/31/2014					04/09/2014
005-005-504000	24.13	0002663-CL01	03/31/2014					04/09/2014
005-005-504000	833.47	0002663-CL01	03/31/2014					04/09/2014
Vendor Total:	2,588.09							
Vendor 08530				Top Industrial/Services				
005-005-504500	79.96	74437	03/31/2014					04/09/2014
005-005-504500	58.38	74461	03/31/2014					04/09/2014
Vendor Total:	138.34							
Vendor 08674				Tyree Oil/Supplies				
005-005-507000	110.24	0012242-IN	03/31/2014					04/09/2014
Vendor Total:	110.24							
Vendor 08799				USA Blue Book/Supplies				
003-003-303000	762.70	301204	03/31/2014					04/09/2014
003-003-303000	213.93	301205	03/31/2014					04/09/2014
003-003-303000	461.63	301206	03/31/2014					04/09/2014
003-003-303000	265.75	301679	03/31/2014					04/09/2014
Vendor Total:	1,704.01							
Vendor 08943C				Verizon/Cellular Phones				
005-005-507000	40.01	9722041816	03/31/2014					04/09/2014
Vendor Total:	40.01							
Vendor 08970				Video Store Shopper/Supplies				
001-029-225500	49.50	IN693099	03/31/2014					04/09/2014
Vendor Total:	49.50							
Vendor 09257				Willamette Valley Print/Business Card				
001-022-123500	135.00	37944	03/31/2014					04/09/2014

Account Number	Amount	Invoice No	Inv Date	Description	Task Label	Type	PO Number	Payment Date
001-022-125000	185.00	37960	03/31/2014					04/09/2014
Vendor Total:	320.00							
Vendor 0928 IH				Wilsonville Concrete Products				
003-003-303000	528.75	0031503-IN	03/31/2014	Wilsonville Concrete/Supplies				04/09/2014
Vendor Total:	528.75							
Vendor 0928 IT				Wilsonville Lock & Sec/Monitoring				
001-029-225000	59.85	0050204-IN	03/31/2014					04/09/2014
005-005-507000	89.85	0050129-IN	03/31/2014					04/09/2014
Vendor Total:	149.70							
Vendor 0928 IV				Wilsonville Lock Works				
001-021-110500	255.24	18966	03/31/2014	Wilsonville Lock Works/Services				04/09/2014
Vendor Total:	255.24							
Vendor 09354M				Youngs				
001-026-194000	72.41	594227	03/31/2014	Youngs/Moldings				04/09/2014
Vendor Total:	72.41							
Report Total:	85,711.90							

PROCLAMATION

- Whereas,** child abuse and neglect is an ongoing tragedy; and
- Whereas,** the effects of child abuse are felt by whole communities and need to be addressed by the entire community; and
- Whereas,** effective child abuse intervention programs succeed because of partnerships created between the courts, social service agencies, schools, religious organizations, law enforcement agencies, and the business community; and
- Whereas,** all citizens should become more aware of child abuse and its prevention within the community, and become involved in supporting parents to raise their children in a safe, nurturing environment; and
- Whereas,** children are key to the City of Gladstone's future success, prosperity, and quality of life; and
- Whereas,** children are our most valuable resource, they are also our most vulnerable; and
- Whereas,** children have a right to be safe and to be provided an opportunity to thrive, learn, and grow; and
- Whereas,** we must come together as partners to shine the light on child abuse so the voices of our children are heard by all and we are as a community extending a helping hand to children and families in need; and
- Whereas,** by providing a safe and nurturing environment for our children, free of violence, abuse and neglect, we can ensure Gladstone's children will grow to their full potential as the next generation of leaders, helping to secure the future of this city and nation;

NOW, THEREFORE, I, WADE BYERS, MAYOR OF THE CITY OF GLADSTONE, OREGON, DO HEREBY PROCLAIM THE MONTH OF APRIL 2014 AS

CHILD ABUSE PREVENTION MONTH

in the City of Gladstone and call upon all citizens to increase their participation in efforts to prevent child abuse, thereby strengthening the community in which we live.

Dated this 8th Day of April, 2014

Wade Byers, Mayor

Jolene Morishita, Assistant City Administrator

Children's Center

A place where healing begins

CONTACT

Barbara Peschiera, Executive Director
Children's Center
Barbara@childrenscenter.cc
503-655-7725

THE PROBLEM

The devastating reality of child abuse: every seven seconds in America, a child is born, and every ten seconds, a case of child abuse is reported.

Children of every gender, age, race, ethnicity, background, socioeconomic status and family structure are at risk of child abuse. No child is immune. Confirmed incidents of child neglect in Clackamas County have doubled over a four-year period. Confirmed incidents of physical abuse in Clackamas County have increased by more than 60% during the same period. The fallout from child abuse and neglect extends beyond these young victims, destabilizing families, fracturing communities, and increasing the financial burden on law enforcement, social services, and the health care system.

And sadly, an average of 20 children are killed as a direct result of child abuse, in Oregon alone, every year.

WHO WE ARE

Children's Center is an integral partner in Clackamas County's response to child abuse and the answer to a child's pain. A private, non-profit medical evaluation center, Children's Center supports children and families in cases of suspected physical abuse, sexual abuse, neglect, drug endangerment, and witness to violence. Core services include:

- **Forensic Medical Evaluations:** Comprehensive head-to-toe exam to determine and document a child's health and safety by Medical Examiners trained in diagnosing child abuse and neglect.
- **Forensic Interviewing Services:** Videotaped forensic interviews with Child Interviewers specially trained to talk to children of all ages and developmental levels. Child Interviewers work with the Medical Examiners as part of the medical evaluation.
- **Family Support:** Support, referrals, education, and case management for families in Clackamas County struggling with issues of abuse or neglect. These services are offered to non-offending family members of children receiving evaluations at Children's Center as well as families in the community.
- **Community Education and Outreach:** Trainings, presentations and resources for local professional and community groups.

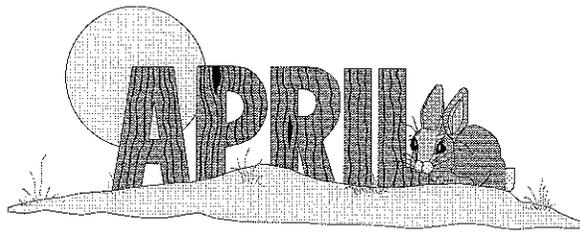
HOW YOU CAN BE PART OF THE SOLUTION

Though we hope to prevent child abuse from ever occurring, there is a national movement in April to recognize Child Abuse Prevention Month. Working with strong community leadership, we are undertaking our first-ever comprehensive public education and engagement campaign. Our goals are to increase calls to our local Child Abuse Hotline and decrease incidents of child abuse in Clackamas County.

Many community partners will play a role in the success of our campaign. We hope you will consider joining us as we all work together to prevent child abuse and neglect in Clackamas County. We welcome the opportunity to talk with you more about how we can work together to end child abuse in our community.

Children's Center • 1713 Penn Lane, Oregon City 97045 • 503-655-7725 • www.childrenscenter.cc

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REGULAR AGENDA

City of Gladstone

Staff Report

Meeting Date: April 8, 2014
To: City Council
From: Pete Boyce, City Administrator

AGENDA ITEM

Brown and Caldwell – Water and Stormwater Master Plan

RECOMMENDED ACTION

Staff recommends amending contract timeline with no additional funding.

BACKGROUND

The City advertised a request for qualifications (RFQ) in April of 2012 (attached). In September of 2012 the City executed a contract (attached) with Brown and Caldwell (BC) to develop the water and stormwater master plans which included mapping of the water, stormwater and sanitary sewer systems. BC encountered some unexpected difficulty in mapping the systems as the City had very little data and were starting with near a blank slate. In October of 2013 BC updated City Council regarding the plans and indicated more time would be needed. The indication from BC at that time was a finished product could be provided by March or April of 2014. No contract amendment was requested in October of 2013. BC is now requesting an additional extension to complete the master plans by September 30, 2014 and an additional \$5,000 (attached).

Cost Impacts

If additional \$5,000 is allowed the expense would be allocated as follows:

- \$2,500 from Water Fund
- \$2,500 from Sewer and Stormwater Fund.

Project Number: 143454

AMENDMENT NO. 1 TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN CITY OF GLADSTONE
AND BROWN AND CALDWELL, INC.

THIS AMENDMENT NO. ONE to the Agreement for Consulting Services dated between City of Gladstone, hereinafter referred to as "Client", and Brown and Caldwell, Inc, hereinafter referred to as "Consultant," is made and entered into this xx day of October, 2013.

RECITALS:

WHEREAS, Client and Consultant entered into an agreement for consulting services dated September 21, 2012 (hereinafter referred to as the "Agreement");

WHEREAS, in Article 5 of the Agreement, Client and Consultant agreed that certain of the work contemplated to be performed by Consultant could not be sufficiently defined at the time of execution of the Agreement;

WHEREAS, Client desires to obtain additional survey and inventorying on private property; and

WHEREAS, Client has requested changes in the Scope of Services;

NOW, THEREFORE, Client and Consultant agree to amend the Agreement as follows:

I. SCOPE OF CONSULTING SERVICES

The Scope of Services in the Agreement is amended to provide:

Additional survey and inventorying on private property in the not-to-exceed amount of \$5,000 not contemplated in the original scope;

II. SCHEDULE

Consultant is authorized to proceed with the modified Scope of Services effective on the date of this Amendment. The modified Scope of Services shall be completed by September 30, 2014.

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III. COMPENSATION

Compensation for the services provided under Article I of this Amendment shall be calculated on the same basis as in the Agreement as modified by any previous amendment(s). The estimated compensation for the services performed under this Amendment is \$5,000, which increases the total estimated compensation under the Agreement to \$330,000.

All other terms and conditions of the Agreement and any amendments thereto remain unchanged.

BROWN AND CALDWELL, INC.

CITY OF GLADSTONE

Signature: _____

Signature: _____

Printed Name: Bryan K. Paulson

Printed Name: _____

Title: Senior Vice President

Title: _____

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**CITY OF GLADSTONE
PROFESSIONAL SERVICES CONTRACT**

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made and entered into by and between the City of Gladstone, a municipal corporation in the State of Oregon ("City") and Brown and Caldwell ("Consultant") identified as follows:

Company	<u>Brown and Caldwell</u>
Federal ID #	<u>94-1446346</u>
Mail Address	<u>6500 SW Macadam Avenue</u>
City, State Zip	<u>Portland, OR 97239</u>
Phone #	<u>(503) 244-7005</u>
Fax #	<u>(503)244-9095</u>
E-Mail	<u>Jharper@brwncald.com</u>

1. EFFECTIVE DATE AND DURATION OF CONTRACT. This Contract shall become effective on _____ ("Effective Date"). This Contract shall bind the City when it is authorized or ratified by the City Administrator or designee. Unless earlier terminated, this Contract shall remain in full force and effect until City accepts Consultant's completed performance or on December 31, 2013, whichever first occurs.

2. PROJECT MANAGERS. City's project manager is Scott Tabor. Consultant's project manager is Jim Harper. Each party shall give the other timely written notification of any change in their respective project manager.

3. FUNDS AVAILABLE AND AUTHORIZED. City has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract.

4. RELATIONSHIP OF THE PARTIES.

4.1. Professional consultant. The Consultant shall provide the Services for the Project in accordance with the terms and conditions of this Contract. The Consultant's performance of Services shall be as a professional consultant to City to carry out the activities of the Project and to provide the technical documents and supervision to achieve City's Project objectives.

4.2. City oversight/other consultants. In administering this Contract, City may retain the services of an independent project manager, and potentially, other consultants or other contracts for additional or related work as needed to fulfill City's objectives. Consultant shall fully cooperate with such additional contractors and with any City employees concerned with such additional or related work, and shall coordinate the performance of work under this Contract, with such additional or related work. Consultant shall not commit or permit any act which will

interfere with the performance of work by any other Contractor or by any City employee.

4.3. Written consent for sub-contracts, assignment, successors-in-interest. Consultant shall not make any sub-contract with any other party for furnishing any of the Project's Services or assign or transfer any interest in this Contract, without obtaining the express prior written consent of City. In any case, this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any. Should sub-contracts be allowed, the Consultant shall provide a list of all Sub-contractors which the Consultant intends to utilize on the Project. This list shall include such information on the qualifications of the Sub-contractors as may be requested by City. City reserves the right to review the Sub-contractors proposed, and the Consultant shall not retain a Sub-contractors to which City has a reasonable objection.

5. **SCOPE OF WORK.** The Consultant shall provide to the City all services related to completion of the project (the "Project") as more particularly described in Consultant's proposal ("Proposal"), attached to this Contract as Exhibit A and incorporated herein by reference. In the event of inconsistencies between this Contract and Exhibit A, the provisions of this Contract shall control. Generally, the services to be performed by the Consultant on the Project consist of the following and as more specifically described in Exhibit A (the "Services"):

LIST SERVICES

6. **PAYMENT.** City agrees to pay Consultant at the hourly rate based upon the schedule of rates in Exhibit A of this agreement, which shall constitute full and complete payment for said services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in the Agreement. The basic fee shall not exceed the amount of three hundred and twenty five thousand dollars (\$325,000) without prior written authorization.

6.1 Consultant shall submit monthly billings for work performed. The billings shall describe all materials supplied and work performed with particularity and shall itemize and explain all expenses for which reimbursement is claimed. Unless the amount and rate of reimbursement are specified in an attached exhibit to this Contract, the City will not reimburse Consultant for any expenses under this Contract.

6.2 City shall pay Consultant for the amount billed each month within 30 (thirty) days after receiving Consultant's billing in a format acceptable to the City. City shall not pay any amount in excess of the compensation amounts set forth above nor shall City pay Consultant any fees or costs which City reasonably disputes. If such a dispute arises, Consultant will continue to perform its duties under this Contract. Notwithstanding the foregoing, the parties shall work in good faith to resolve such disputes promptly.

7. **CONTRACT PERFORMANCE.** Consultant shall at all times perform the Services diligently, without delay and punctually fulfill all requirements herein, consistent with the schedule for the performance of Consultant's services set forth in Exhibit A. Expiration of this Contract shall not extinguish or prejudice City's right to enforce this Contract with respect to any breach of a warranty of Consultant or any default or defect in performance that has not been cured.

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8. CHANGES. This Contract, including all exhibits attached hereto, shall not be waived, altered, modified, supplemented, extended or amended, in any manner whatsoever, except by written instrument, executed by both parties. Such waiver, alteration, modification, supplement, extension or amendment, if made, shall be effective only in the specific instance and for the specific purpose given. The parties acknowledge and agree that, to the extent permitted by law, this Contract may be amended to specifically provide for additional Consultant services that are within or directly related to the Project. Failure of Consultant to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

9. EXECUTION AND COUNTERPARTS. This Contract, and any amendments to this Contract, may be executed in counterparts (each of which shall be an original and all of which shall constitute one and the same instrument) or in multiple originals. A faxed form of this Contract or any amendment thereto, executed by one or more of the parties, will constitute a counterpart hereof, as long as the counterpart bearing the party's original signature is transmitted to the other party and received by that party forthwith.

10. DUTY TO INFORM. Consultant shall give prompt written notice to City's Project Manager if, at any time during the performance of this Contract, Consultant 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 Consultant shall constitute neither agreement with nor acquiescence in Consultant's statement or claim and shall not constitute a waiver of any of City's rights.

11. NOTICE. Except as otherwise expressly provided in this Contract, any communications between the parties or notices to be given hereunder shall be given in writing by personal delivery, facsimile or mailing, postage prepaid, to Consultant or City at the address or number set forth on this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be deemed to be given 5 (five) calendar days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed to be given when the transmitting machine generates a transmission receipt. To be effective against City, such facsimile transmission must be confirmed by telephone notice to the City's Project Manager identified in this Contract, and shall not be deemed to be given until such confirmation is completed. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

12. CONFLICT OF INTEREST. Except with City's prior written consent, Consultant shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise Consultant's professional judgment with respect to this Project, including, without limitation, concurrent employment on any project in direct competition with the Project.

13. NO THIRD-PARTY BENEFICIARIES. City and Consultant are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by

name herein and expressly described as intended beneficiaries of the terms of this Contract.

14. PROJECT INFORMATION & CONFIDENTIALITY. Consultant agrees to share all Project information, to fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with the Project. No reports, information or data given to or prepared or assembled by Consultant under the Contract shall be made available by Consultant to any individual or organization (except City) without the prior written approval of City.

15. RECORDKEEPING. Consultant and Sub-contractors shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Consultant and Sub-contractors shall maintain any other records pertinent to this Contract in such a manner as to clearly document the Consultant's and Sub-contractors' performance hereunder. All such fiscal records, books, documents, papers, plans, and writings shall be retained by Consultant and Sub-contractors and kept accessible for a minimum of 6 (six) years after the Contract's expiration, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later. If for any reason, any part of this Contract, any Project-related consultant contract or any Project-related construction contract(s) is involved in litigation, Consultant shall retain all pertinent records for not less than 6 (six) years or until all litigation is resolved, whichever is longer. Consultant shall provide City with full access to these records in preparation for and during litigation.

16. ACCESS TO RECORDS. Consultant agrees that City and its authorized representatives shall have access to all books, documents, papers and records of the Consultant which are directly related to the Contract for the purpose of making any audit, examination, copies, excerpts and transcripts.

17. INDEPENDENT CONTRACTOR STATUS. Consultant shall be free from City's direction and control over the means and manner of providing Project labor or service, subject only to the specifications of the desired results. Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law. Consultant shall furnish the tools or equipment necessary for the contracted labor or services. Consultant agrees and certifies that:

17.1 Consultant is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Contract.

17.2 Consultant is not eligible for any federal social security, unemployment insurance, pension, state retirement system or workers' compensation benefits from compensation or payments paid to Consultant under this Contract.

17.3 Consultant has filed federal and state income tax returns in the name of the business as part of the personal income tax return, for the previous year, for labor or services performed as an independent contractor in the previous year.

17.4 Consultant is not an employee of Metro, any special district, or local government, including City, the federal government or the State of Oregon.

18. PAYMENT OF LABORERS; PAYMENT OF TAXES.

18.1 Consultant shall:

18.1.1 Make payment promptly, as due, to all persons supplying to the Consultant labor and material for the performance of the work provided for in the Contract (ORS 279B.220(1));

18.1.2 Pay all contributions or amounts due to the Industrial Accident Fund incurred in the performance of this Contract, and shall require that all Sub-contractors pay amounts due from their performance (ORS 279B.220(2));

18.1.3 Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished (ORS 279B.220(3)); and

18.1.4 Be responsible for all federal, state and local taxes applicable to any compensation or payments paid to the Consultant under this Contract and pay to the Department of Revenue all sums withheld from employees under ORS 316.167. Unless the Consultant is subject to backup withholding, the City will not withhold from such compensation or payments any amount(s) to cover the Consultant's federal or state tax obligation (ORS 279B.220(4)).

18.2 The Consultant shall promptly as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Consultant, of all sums that the Consultant agrees to pay for the services and all moneys and sums that the Consultant collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the service (ORS 279B.230(1)).

18.3 Consultant, its subcontractors and all employers, if any, providing services, labor or materials under the Contract are subject to Oregon Workers' Compensation Law, which requires all subject employers working under this Contract are either employers that will comply with ORS 656.017 or are employers that are exempt under ORS 656.126. Consultant shall require that each of its subcontractors, if any, complies with these requirements (ORS 279B.230(2)).

19. COMPLIANCE WITH APPLICABLE LAW. Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Services under the Contract.

19.1 Without limiting the generality of the foregoing, Consultant expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract and incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated:

19.1.1 Titles VI and VII of the Civil Rights Act of 1964, as amended;

- 19.1.2 Sections 503 and 504 of the Rehabilitation Act of 1973, as amended;
- 19.1.3 the Americans with Disabilities Act of 1990, as amended;
- 19.1.4 Executive Order 11246, as amended;
- 19.1.5 the Health Insurance Portability and Accountability Act of 1996;
- 19.1.6 the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;
- 19.1.7 the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;
- 19.1.8 ORS Chapter 659, as amended;
- 19.1.9 all regulations and administrative rules established pursuant to the foregoing laws; and
- 19.1.10 all other applicable requirements of federal, state and municipal civil rights and rehabilitation statutes, rules and regulations.

19.2 City's performance under the Contract is conditioned upon Consultant's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 which are incorporated by reference herein.

19.3 Any person employed on work under this Contract shall be paid at least time and a half for all overtime worked in excess of 40 (forty) hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime (ORS 279B.235(3)).

20. REPRESENTATIONS.

20.1 Consultant represents to City that:

20.1.1 Consultant has complied and will continue to comply with all Oregon laws relating to the performance of Consultant's obligations under this Contract;

20.1.2 Consultant shall be qualified, professionally competent and duly licensed to perform the Services at all times during the term of this Contract;

20.1.3 Consultant has the skill and knowledge possessed by well-informed members of its industry, trade or profession and will apply that skill and knowledge with care and diligence to perform the Project under this Contract in a professional manner and in accordance with standards prevalent in Consultant's industry, trade or profession;

20.1.4 Consultant has the power and authority to enter into and perform this Contract;

20.1.5 When executed and delivered, this Contract shall be a valid and binding obligation of Consultant enforceable in accordance with its terms;

20.1.6 The persons executing this Contract on behalf of the Consultant have the actual authority to bind the Consultant to the terms and conditions of this Contract;

20.1.7 Consultant prepared its Proposal, Exhibit A to this Contract, independently from all other proposers, and without collusion, fraud or other dishonesty; and

20.1.8 The provisions of this Contract do not conflict with, or result in a default under, any agreement or other instrument binding upon the Consultant and do not result in a violation of any law, regulation, court decree or order applicable to the Consultant

20.2 Upon City's request, Consultant shall provide City with evidence reasonably satisfactory to City confirming the foregoing covenants and warranties. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other provided warranties.

21. INSURANCE. Consultant shall obtain prior to beginning any work under this Contract and shall maintain in full force and effect for the term of this Contract or any other time periods required herein, at Consultant's expense, an occurrence form commercial general liability and automobile insurance policies for bodily injury, including death, and broad form property damage, including loss of property and coverage for owned, hired or non-owned vehicles, as applicable, for the protection of Consultant and the City, its elected and appointed officials, officers, agents, employees and authorized volunteers as additional insureds. The policies shall be primary policies and any other insurance carried by City shall be excess. The policies shall be issued by a company authorized to do business in the State of Oregon and providing single limit general liability coverage of \$1,000,000 and separate automobile coverage of \$1,000,000. The certificates shall provide that City will receive 30 (thirty) days' written notice of cancellation, non-renewal, or modification to coverage limits of the insurance contract to the City Project Manager. Consultant shall provide certificates of insurance and additional insured endorsements to City evidencing the date, amount, and type of insurance prior to commencement of any work under this Contract. If requested, copies of insurance policies (with confidential information redacted) shall be provided to City. Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

21.1 WORKERS' COMPENSATION COVERAGE. Consultant certifies that Consultant has qualified for State of Oregon Workers' Compensation coverage for all Consultant's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier insured employer as provided by ORS 656.407 or as a self-insured employer. Consultant shall provide to City within 10 (ten) days after Contract Effective Date, a certificate of insurance evidencing coverage of all subject workers under Oregon's Workers' Compensation statutes insured by an insurance company satisfactory to City, if any. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without 30 (thirty) days'

advance written notice to City. A copy of the certificate of self-insurance issued by the State shall be provided to City if the Consultant is self-insured.

22. INDEMNIFICATION. Consultant shall indemnify, defend, save and hold harmless City, its elected and appointed officials, officers, agents, employees and authorized volunteers against all liability, claims, suits or actions of whatsoever nature, loss or expenses, including reasonable attorney fees, to the extent arising out of the negligent acts or omissions, recklessness, or intentional misconduct of the Consultant or its Sub-contractors, agents, or employees under this Contract except that arising out of the negligence of the City. In addition, Consultant expressly agrees to indemnify, defend, save and hold harmless the City, its elected and appointed officials, officers, agents, employees and volunteers against all liability, claims, suits, actions, loss or expenses, including reasonable attorney fees, arising out of or related to any claims that the Services, or any other tangible or intangible items delivered to City by Consultant that may be the subject of protection under any state of federal intellectual property law or doctrine, or the City's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design or other proprietary right of any third party.

23. BREACH OF CONTRACT. Consultant shall remedy any breach of this Contract within the shortest reasonable time after Consultant first has actual notice of the breach or City notifies Consultant of the breach, whichever is earlier. If Consultant fails to remedy a breach in accordance with this Section, City may terminate that part of the Contract affected by the breach upon written notice to Consultant, may obtain substitute services in reasonable manner, and may recover from Consultant the amount by which the price for those substitute services exceeds the price for the same services under this Contract.

23.1. If the City determines that the breach is material and Consultant fails to remedy the breach in accordance with this Section, City may declare Consultant in default and pursue any remedy available for a default.

23.2. Pending a decision to terminate all or part of this Contract, City unilaterally may order Consultant to suspend all or part of the services under this Contract. If City terminates all or part of the Contract pursuant to this Section, Consultant 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 Consultant to resume those services, Consultant shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

23.3 To recover amounts due under this Section, City may withhold from any amounts owed by City to Consultant, including but not limited to amounts owed under this or any other contract between Consultant and City.

24. FORCE MAJEURE. Neither City nor Consultant shall be held responsible for delay or default caused by fire, riot, acts of nature, or war or any other force majeure event where such cause was beyond, respectively, City's or Consultant's reasonable control. Consultant shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. WAIVER. The failure of City to enforce any provision of this Contract shall not constitute

a waiver by City of that or any other provision.

26. DEFAULT. City, by ten (10) days' written notice of default (including breach of contract) to Consultant, may terminate the whole or any part of the Contract:

26.1 If Consultant fails to provide Services called for this Contract within the time or manner specified herein, or any extensions thereof; or

26.2 If Consultant fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such longer period as City may authorize in writing.

27. TERMINATION.

27.1 This Contract may be terminated at any time by written mutual consent of both parties.

27.2 Consultant may terminate this Contract upon 30 (thirty) days' written notice to City if City fails to pay Consultant pursuant to the terms of this Contract and City fails to cure within 30 (thirty) days after receipt of Consultant's notice or such longer period of cure as Consultant may specify in such notice.

27.3 City, in its sole discretion, may terminate this Contract, in whole or in part, at any time upon ten (10) days' written notice to Consultant by specifying the termination date of the Contract.

27.4 In the event of termination under this Section, Consultant's sole remedy shall be a claim for the sum designated for accomplishing the Services multiplied by the percentage of Services completed and accepted by City plus Consultant's reasonable Contract close-out costs, less previous amounts paid and any claim or claims which the City has against Consultant. If previous amounts paid to Consultant exceed the amount due to Consultant under this Section, Consultant shall pay any excess to City upon demand. Within 30 (thirty) days after termination, Consultant shall submit an itemized invoice for all un-reimbursed Services completed before termination and all Contract close-out costs actually incurred by Consultant. City shall not be obligated to pay for any such costs invoiced to and received by City later than 30 (thirty) days after termination.

27.5 Upon receiving a notice of termination, Consultant shall immediately cease all activities under this Contract, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, As directed by City, Consultant shall deliver to City all Contract documents, information, works-in-progress and other property that are or would be deliverable had the Contract been completed. Upon City's request, Consultant shall surrender to anyone City designates, all documents, research or objects or other tangible things needed to complete the Project or Services. By Consultant's signature on this Contract, Consultant allows City to use said Work Product and other property for its intended use. The rights and remedies of City provided in this Section related to defaults by the Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

28. GOVERNING LAW; JURISDICTION; VENUE. This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "the claim") between City and Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon, Portland Division. Consultant, by its execution of this Contract, hereby consents to the *in personam* jurisdiction of said courts.

29. MEDIATION; TRIAL WITHOUT A JURY. Should any Contract related dispute arise between the Parties 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, then through litigation. Any litigation arising under or as a result of this Contract shall be tried to the court, without a jury.

29.1 The Parties shall exercise good faith efforts to select a mediator who shall be compensated equally by the Parties. Mediation will be conducted in Portland, Oregon, unless the Parties agree in writing otherwise. Parties agree to exercise good faith efforts to resolve all Contract related disputes through the 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 retain all rights with respect to any dispute not covered by this Section.

30. ATTORNEY FEES. If a suit or action is filed to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney fees.

31. SEVERABILITY. Parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

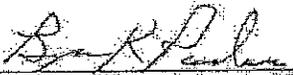
32. MERGER CLAUSE; CONTRACTOR CERTIFICATION. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTER ADDRESSED HEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS CONTRACT EXCEPT AS CONTAINED, INCORPORATED OR REFERENCED HEREIN. CONSULTANT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT THE SUPPLIED CONTRACTOR DATA IS TRUE AND ACCURATE AND CONSULTANT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

[signature page follows]

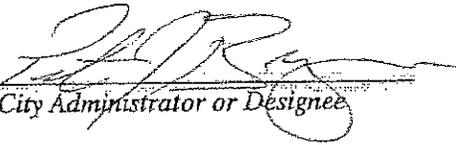
Signed this 21st day of September, 2012.

FOR THE CONSULTANT:

FOR THE CITY:



Signature



City Administrator or Designee

Bryan Paulson

Name (Printed)

Mailing Address

Brown and Caldwell

Company

525 Portland Avenue
Gladstone, OR 97027

94-1446346

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Title

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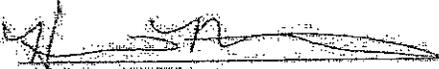
Portland, OR 97239

City, State, Zip

APPROVED AS TO FORM:

(503) 244-7005

Phone Number



City Attorney

(503) 244-9095

Fax Number

bpaulson@brwnncald.com

E-mail

Exhibit A

Scope of Work

Task 1: Project Management

Project management activities for both master plans are consolidated in Task 1.

Subtask 1.1 Kick-off meeting: The first step of this project will be to conduct a kick-off meeting with the City and project team to confirm the project objectives. This meeting will include the protocol for accessing project data. Brown and Caldwell will also present and refine a draft table of contents for the master plans. While the draft table of contents will be a living document that may be refined as necessary during the project, it will provide a starting point for setting expectations of the master plan documents. Other agenda items will include public and stakeholder involvement, schedule, and project communication.

Subtask 1.2 Coordination Meetings: Bi-weekly check-in meetings are estimated for the project duration. Brown and Caldwell will attend select city council and/or planning commission meetings to present the progress of the plans to stakeholders. We will obtain input regarding any concerns or objectives associated with the plans to ensure they are considered through plan development.

Subtask 1.3 QA/QC: The Project Manager will coordinate peer reviews to be conducted on every project deliverable to result in the development of high quality products. Specifically, QC checks will be completed by technical experts as necessary during the course of the project.

Subtask 1.4 Progress Reports/Invoicing and Ongoing Communication: The City's needs and issues will be addressed outside of scheduled project meetings with ongoing communication. With Sisul Engineering just blocks from the City's offices, staff will have easy access to project maps and resources.

Deliverables:

- Draft Water and Stormwater Master Plan Table of Contents
- Data-request list
- Bi-Weekly progress updates via email
- Monthly progress reports with invoices
- Quality assurance reviews of all deliverables.

Assumptions:

- Assumed 5 stakeholders meetings during the duration of the projects.

Task 2: Data Development

This task is defined as define and development of existing data and not the mapping of the City which is included in Task 3.

Subtask 2.1 Stormwater Data Development: Brown and Caldwell project team members have been assisting City staff with stormwater regulatory issues and will provide a progress update at the kick-off meeting. Base map and LiDAR data already obtained by BC will be used to define the Stormwater Master Plan study area. The study area boundary, soils data and impervious percentages will be developed with little additional data needs outside of the system inventory detailed in Task 3. The study area boundary has been reviewed by the project team and soils data will be collected through the NRCS Web Soil Survey. As-built information will be collected and reviewed for inclusion in the mapping in Task 3.

Subtask 2.2 Water System Data Development: Brown and Caldwell completed a preliminary review of regulatory information in the development of this scope of work. It is not anticipated that the City is required to complete a water management and conservation plan as they transferred their water use permit to the North Clackamas County Water Commission (NCCWC). The requirement for a security assessment of the system will be reviewed under this task.

Brown and Caldwell will determine the City's current water usage based on billing records from NCCWC. Water usage will be used to characterize water use trends within Gladstone. Current water usage will be calculated for average annual, average winter (minimum month), and maximum day demand conditions. Calculated use for these conditions will be used to adjust customer water demands before they are assigned to the hydraulic model.

Customer water usage will be developed from water billing data. Water use for individual water users will be calculated for each demand condition (i.e. maximum day, average annual and winter month). Existing water usage will be used to assign demands to the hydraulic model.

Daily system-wide water usage (Diurnal) patterns will be developed from hourly water production and tank level data which is representative of the maximum day water use pattern for the City. The diurnal pattern contains a series of multipliers (peaking factors) that the model uses to adjust demands for each hour of the day. To fully complete this task we have assumed the City will provide historical record data of the water production and tank levels (hourly timestep) from their SCADA system for periods that are representative of the maximum day and average day demand conditions.

Brown and Caldwell will develop fire flow demands for the City with input from the City Fire Department. Fire flows will be determined based on the desired/required level of fire protection for each land use type in the city. A steady-state fire flow evaluation will be conducted using this fire flow demand information.

A comparison between billed water use from NCCWC and customer water usage will also be used to estimate unaccounted for water within the system.

Deliverables:

- Storm system characterization TM (included as a Section of the SWMP)
- Water system characterization TM (included as a Section of the WMP)

Assumptions:

- GIS data of customer water meters will be gathered in Task 3 can be associated with the monthly meter reads in the City's water billing system.
- NCCWC billing records will be provided in electronic format and that at a minimum they include daily readings.
- Hourly data from the City's SCADA system is available for periods that are representative of the maximum day and average day-demand conditions.

Task 3: Facility/ System Inventory

The facility and system inventory will be completed using a targeted approach, which will build upon existing mapping efforts to complete the City's water, sanitary and stormwater inventory. The inventory is anticipated to include:

Horizontal Locating: Survey the horizontal location of the following structures.

- Storm Drainage manholes, cleanouts, catch basins, culverts, outfalls
- Existing LIDAR information will be used to map Creeks and streams
- Sanitary Sewer manholes
- Water System valves, blowoffs, fire hydrants, water meters, master meters

Measure-Downs: Record measure downs of the following structures.

- Storm Drainage manholes to obtain flow direction for all pipes, diameters and depth of main lines.
- Sanitary Sewer manholes to record pipe diameters and depths of all inverts.

Condition Assessment: A visual condition assessment will be provided for the following structures:

- Storm Drainage manholes and catch basins, including identification of catch basin sumps.
- Sanitary Sewer manholes

Although Task 3 will use the same criteria as defined above for all elements of the mapping the task has been divided into 4 subtasks to provide more definition of the cost of each inventory and mapping element. The subtasks are defined as:

Subtask 3.1 Stormwater and Sanitary System Inventory: This subtask is the inventory of the storm and sanitary system within the City based on the targeted approach defined above.

Subtask 3.2 Water System Inventory Mapping: This subtask is the inventory of the water system within the City based on the targeted approach defined above.

Subtask 3.3 Map Development: This task is the development of maps based on the inventory of the system. These maps will be developed by Sisul Engineering in both electronic and hard copies to the City.

Subtask 3.4 Water System Condition Assessment: Mechanical and electrical engineers will visit each the City's two booster stations and reservoirs to provide a qualitative condition assessment of the system. Using the information gathered will allow the CIP program to estimate capital cost of improvements along with maintenance of these facilities. During these assessments, potential SCADA and other upgrades will be discussed and included in the evaluation of the system.

Using City records and information gathered in earlier Task 3, an estimate of the amount of transite pipe and a condition assessment of storm drain and sanitary manholes will also be conducted as part of this task. A short Technical memorandum summarizing the assessment will be developed and referred to when developing the CIP program.

Deliverables:

- Storm drainage system map
- Sanitary sewer map
- Water system map
- Water System Condition Assessment TM

Assumptions:

- Measure downs include main lines only. Catch basin leads and laterals are not included.
- Sanitary sewer will only be inventoried in areas where inventory on existing storm drainage and water infrastructure is located.
- We anticipate that the total number of sanitary sewer and storm drain manholes will be approximately 1,300 and that the total number of data points will be approximately 12,500.

Task 4: System Evaluation

Using information collected in Tasks 2 and 3, the water system and stormwater system will be evaluated to determine system deficiencies. Because two separate models will be used, this task is separated into stormwater and water sub-tasks. Results of the system evaluation will be used to inform CIP development under Task 5.

Subtask 4.1 Stormwater Model Development: Using existing GIS and system inventory information, a model network will be developed for the City. This network will include piping, manholes, sub-basin boundaries, land-use, open channels, the City's detention facility.

A model of existing conditions will be developed using the latest version of PC SWMM. A major benefit of this modeling platform is that it will allow Brown and Caldwell to efficiently develop a map based

model, which facilitates production of the master plan, while maintaining EPA SWMM format. At the end of the project model files will be provided to the City for future use in either PC SWMM or EPA SWMM format.

Model validation will include an evaluation based on existing land use conditions, which will be compared to records of anecdotal information of observed flow conditions.

Subtask 4.2 Stormwater System Evaluation: Brown and Caldwell will perform hydrologic and hydraulic modeling of the storm drainage system using PC SWMM to identify locations of system deficiencies in the existing and future conditions. Statistical design storms to be evaluated include the water quality storm, 2-year, 10-year, 25-year, and 100-year events. For model stability we will be focused on the 10-year and 25-year flows to determine improvement sizing.

Subtask 4.3 Water Model Development: To fully evaluate the dynamics of the existing reservoir and to optimize the size and location of a new reservoir this scope of work assumes use of a dynamic model (extended period simulation). A dynamic model allows for the modeling of flows into and out of the City's elevated storage as system demanded changes over a given day. Facilities including mains, master meters, reservoirs, booster station pumps, isolation valves (only if closed) and control valves will be added to the model.

The demand conditions to be evaluated in the hydraulic model include average annual, minimum month and maximum day, which will be added to the model as existing condition scenarios based on work described in Task 2.

Subtask 4.4 Water Model Calibration: Water system model calibration is needed to ensure that the model provides an accurate representation of the City's water system. Brown and Caldwell will first draft a brief calibration plan for City review. It is anticipated, based on system size that 4 hydrant flow tests will need to be performed. During the calibration plan development Brown and Caldwell will review recent flow tests conducted by the City with the Fire Department and determine if this data can be used to avoid additional testing. The calibration plan will identify locations for hydrant flow, pressure loggers and pump tests, identify data to be gathered, and document the testing protocol. Pump tests include gathering data for a single operating point at each booster station to confirm model pump curves. Brown and Caldwell will supply a testing plan and coordinated with the City Staff. It is expected execution of the testing plan will involve the use of City Staff.

Computer model simulations will be developed by Brown and Caldwell for each of the hydrant flow calibration tests. Model results from the calibration simulations will be compared with the field data and measured against calibration criteria.

Subtask 4.5 Water System Evaluation: Hydraulic model evaluation criteria will be developed by Brown and Caldwell with input from the City. The criteria will be based on the latest regulatory requirements, City policies and requirements, applicable standards from general engineering and other service levels as developed in the model evaluation criteria.

A future water demand scenario will be developed based on land use planning for areas yet to be developed and/or supplied. The future model scenario will account for build-out of the City and meet the 20-year planning horizon.

The distribution system will be evaluated using the hydraulic model to determine capacity of the system to deliver water under peak demand and fire flow conditions. Peak hour, maximum day and average annual scenarios will be evaluated. Fire flow will be evaluated under maximum day conditions. The fire flow evaluation includes an assessment of system pressures anticipated during a fire flow event as well as locations where the pressure falls below established minimum levels.

Storage available in the City's three reservoirs will also be reviewed to ensure they meet operational and regulatory requirements. Any deficiencies discovered in the distribution system will be identified.

Brown and Caldwell will evaluate and revise the future distribution system scenario as necessary to integrate the City's water supply plans and address identified deficiencies of the existing system. It is assumed that the system will be evaluated at a maximum of two future scenarios (e.g., 2017 Maximum Day Demand and Buildout Maximum Day Demand).

Deliverables:

- Stormwater system model development TM (included as a section of the SWMP)
- Water system model development TM (included as a section of the WMP)

Assumptions:

- The City will assist in performing flow testing and will supply tools and equipment required for operation of system facilities. Brown and Caldwell will provide one representative to accompany at least one member of City staff to perform the testing on the system.
- City staff will provide BC with future population growth and land use projections.

Task 5: CIP Development

Subtask 5.1 CIP Strategy Meeting: In Task 2 through 4, the project team will gain an understanding of the City's utility infrastructure. With this understanding preliminary results will be presented to City Representatives to facilitate initial discussion of the City's realistic goals and expectations for a CIP program and identify top-rated needs.

Subtask 5.2 CIP Development: CIP development will be conducted to address multiple objectives. Proposed project improvements will be developed to address the City's critical infrastructure deficiencies and meet regulatory needs.

A 20-year CIP will be developed for both the water system and stormwater system. Proposed improvements will be grouped into specific CIP projects. A retrofit assessment will be included into stormwater CIP development to address regulatory requirements.

Subtask 5.3 Programmatic Review: The BC team will review City staff and review records to determine the current level of staffing for operations and maintenance and determine if additional costs for staffing needs to be considered in rate evaluations under Task 6.

Subtask 5.4 CIP Cost Estimation: Planning level cost estimates will be prepared for each project. Costs will include capital expenses and annual expenses for activities associated with maintenance. Recent bid documents and unit cost estimates for local clients that have already been compiled will be utilized in this task.

Deliverables:

- Stormwater CIP project descriptions with Cost Tables
- Water system CIP project descriptions with Cost Tables

Assumptions:

- The City will participate in the development of the CIP projects.

Task 6: Rate Evaluation and Assessment

Subtask 6.1 Stormwater Utility and SDC Development: The following task applies to the formation of a stormwater utility and supporting fee. Depending on the outcome of the CIP strategy meeting in Task 5A, and based on our understanding that a new utility fee may not be the preferred method of funding the stormwater program, tasks may be fined to fit the needs of the City.

Write issue papers (up to six) defining key issues, describing alternatives, and providing recommendations – for discussion and agreement with City staff and a citizens' advisory committee. Key issues would likely include some if not all of the following:

- Funding options for local stormwater management;
- Rate structure;
- Rate appeals and credits;
- Implementation policies and procedures; and
- Fiscal policies.

Current maintenance costs will be defined using available internal and comparative information to define the current maintenance program and associated budget. Current costs will be used at the baseline service level. Three service levels, which include a baseline, an upgraded and optimal level will be evaluated.

The financial analysis will include project revenue requirements for six years for each of the service levels selected for evaluation. Stormwater utility rate design and calculation is also included in the financial analysis. Rate design will incorporate policy direction and availability of customer data into development to up to two rate alternatives.

FCS Group will meet with the City to discuss the financial analysis findings prior to public involvement activities.

Following the committee meetings outlined in Task 1, the project team will meet with City Council to discuss findings of the financial analysis.

Subtask 6.2 Water Utility Rate Update: This task will be led by FCS Group and includes developing a water system financial plan with supporting rates and a revised system development charge, based on CIPs identified on Task 5B.

The SDC analysis requires compilation of the CIP projects from Task 5b. Using City asset information, and input from Task 5A, the amount of eligible unused capacity in the existing system will be estimated for use in the calculation of the SDC reimbursement fee. The improvement fee from eligible costs of planned future facilities will be calculated, along with the reimbursement fee from the information on the cost of unused capacity in the existing system.

The water system rate update and financial plan will include a capital financial planning analysis and a needs assessment of operating forecast and revenue. For the capital financial planning analysis, FCS will evaluate current revenue streams (e.g., rates, SDCs, and capital cash reserves) and potential additional revenue streams (e.g., system reinvestment funding from rates, revenue bonds, and/or other instruments) against the identified CIPs

Operating and maintenance (O&M) costs, debt service, and other financial obligations will be forecasted over the identified planning horizon. The City's adopted FY 2012 operating budget will be relied upon as the baseline. Recommended fiscal policies, capital financing impacts, and the operation forecast will be integrated with the operation cash flow to determine the annual and cumulative revenue adjustments needed. Results will be tested based on partner participation in the NCCWC.

FCS group will meet with the City via teleconference to review interim SDC and financial plan findings prior to public involvement.

Following review with City staff, the project team will meet with City Council to present and discuss findings of the water utility rate update.

Deliverables:

- Draft utility implementing ordinance. Ordinance will include agreed-upon appeals process.
- Summary-level financial analysis draft report for City review.
- Finalized report based on the input of City representatives and city council.

- An electronic (.pdf) copy of the draft financial plan, to include the "SDC methodology", for review and comment by the City.
- Up to ten (10) bound copies of the final financial plan, integrating City review comments. The report will also be submitted in .pdf electronic format. An electronic copy of the Microsoft Excel spreadsheet model will also be provided.

Assumptions:

- One meeting with City representatives regarding the utility policy and financial analysis will be led by FCS Group. If possible, this meeting will be consolidated with Task 6B.
- Up to 4 TMs will be written to develop the utility policy framework.
- Three levels of service scenarios will be evaluated in the financial analysis.

Task 7: CIP Prioritization

Identified water and stormwater CIPs will be reviewed with City representatives and prioritized for implementation. BC will work with the City in a workshop to identify prioritization criteria and develop a management approach that considers the level of service needed for the stormwater and water utilities. Prioritization criteria may be tailored to each utility and include ability to be integrated with current planned improvements, water quality benefits, future growth and ability to address existing deficiencies.

Deliverables:

- Map of proposed projects
- Prioritization of projects for scheduling implementation.

Task 8: Master Plan Documentation

Development of two separate master plan documents will be provided at the completion of this project.

Subtask 8.1 Stormwater Master Plan: A draft Stormwater master plan document will be delivered for City review. The plan will be developed using TMs from previous task and based on the Table of Contents delivered at the kick-off meeting. Once the document has been reviewed the City comments will be incorporated and a final Stormwater Master Plan document will be delivered. The plan will include the following items:

- executive Summary
- documentation of facility inventory and condition assessment
- systems evaluation methods including future development projections
- Identification of existing and future system deficiencies
- water quality evaluation and retrofit strategy
- CIP development, costs and prioritization strategy
- financial evaluation

Subtask 8.2 Water Master Plan: A draft Water master plan document will be delivered for City review. The plan will be developed using TMs from previous task and based on the Table of Contents delivered at the kick-off meeting. Once the document has been reviewed the City comments will be incorporated and a final Water Master Plan document will be delivered. The plan will include the following items:

- executive Summary
- documentation of facility inventory and condition assessment
- systems evaluation methods including future development projections
- Identification of existing and future system deficiencies
- CIP development, costs and prioritization strategy
- financial evaluation

Deliverables:

- draft and final stormwater master plan
- draft and final water master plan

Assumptions:

- 6 final copies of the master plans will be produced. Draft copies will be distributed electronically.

City of Gladstone
Formal Solicitation for Engineering Consulting Services

Request for Qualifications (RFQ) to Provide a
Water Master Plan Update and a Stormwater Facility Master Plan

Due Date: May 18, 2012

City of Gladstone Public Works
525 Portland Ave.
Gladstone, OR 97027

City of Gladstone, Oregon
Water Master Plan Update and Stormwater Master Plan Development
Request for Qualified Engineering Consultants

The City of Gladstone seeks a qualified engineering consultant or consultant team to conduct necessary mapping, modeling, and assessment in order to update the City's existing water supply and distribution master plan and to develop a stormwater master plan. This combined (water and stormwater) solicitation is proposed in order to conserve project costs and streamline complementary project activities such as data collection, system mapping, public involvement, project management, and meeting attendance.

Solicitation and award of this contract will occur as part of a three step process. First, interested consultants or consultant teams are asked to submit a statement of qualifications (SOQ) in accordance with the criteria outlined in this request. From the SOQs received, a "short list" of 3-5 consultants or consultant teams will be developed that, in the opinion of City staff, best meet the necessary qualifications. Second, the short list of consultants or consultant teams will be asked to respond to a detailed request for proposal (RFP). Finally, based on the received proposals, interviews may be conducted to select the consultant or consultant team that best addresses the City's goals and objectives for the project.

If, after receipt of the SOQs, a most qualified consultant or consultant team is clearly identified, the City reserves the right to enter into scope and fee negotiations directly with that consultant or consultant team and not solicit responses to a detailed RFP.

Project Name: Engineering Consulting Services – City of Gladstone Water Master Plan Update and Stormwater Master Plan.

RFQ Schedule: The RFQ will be available for download from the City's website or available via email to boyce@ci.gladstone.or.us at 8:00 am on April 23, 2012. Questions related to the RFQ must be submitted in writing to the City's point of contact.

Estimated Project Schedule:

Statement of Qualifications (SOQ) Due:	May 18, 2012
Qualified Consultant(s) Notified:	May 25, 2012
Proposal Due (if necessary):	June 18, 2012
Interview (if necessary):	June 26, 2012
Awarded Consultant Notified:	July 11, 2012
Scope and Fee Negotiation Complete:	August 3, 2012
Council Approval:	August 14, 2012
Estimated Project Completion:	June 30, 2013

City's Point of Contact: Pete Boyce, City of Gladstone Administrator
boyce@ci.gladstone.or.us

Estimated Project Budget: \$300,000 (or \$150,000 for each Master Plan)

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I. Background

A. City Description

The City of Gladstone is a primarily developed residential community located in Clackamas County, Oregon. The Clackamas River borders the City on the south and the Willamette River on the west. There is little vacant or undeveloped land available within the city limits. The principal land use within the City is residential. The major transportation corridors of I-205 and 99-E run through the City. Commercial land use is primarily isolated to the corridor along Highway 99E and I-205.

B. Project Need

State mandates (Department of Human Services) require evaluation of the City's water system and update of the City's existing water master plan to reflect a minimum twenty year planning period. Provisions of the City's municipal separate storm sewer system (MS4) National Pollutant Discharge Elimination System (NPDES) permit require the development of a stormwater master plan and identification of retrofit opportunities for water quality. In addition to meeting regulatory requirements, the master plan documents must provide a framework for the City of Gladstone to conduct utility system inventories, implement capital improvement programs, and track system and facility maintenance and repairs.

C. Project Goals and Objectives

The City of Gladstone has identified specific project goals and objectives. The goals and objectives pertain to the scope and content of deliverables prepared for the project but also the management of the project. Proposing consultants should consider these goals and objectives with the compilation of their project team and/or key staff and description of experience and credentials for this SOQ. The goals and objectives are as follows:

1. Meet pertinent regulatory (federal, state, and local) requirements.
2. Create usable documents that can be easily referenced, revised, updated, and used as tools to aid in fiscal evaluations, planning and policy decisions.
3. Develop a utility system inventory and maps to aid in facility maintenance activities and asset management.
4. Efficiently and effectively maintain project schedule and budgetary commitments.
5. Develop, prioritize, and provide estimated costs for utility specific capital improvement projects.
6. Establish utility (water and stormwater) rate structures to support implementation of identified improvement projects and ongoing operation.
7. Engage the City Council and internal and external stakeholders as appropriate.

II. Project Summary

Additional project details (for purposes of project scoping) will be provided in the RFP. Major project elements for consideration in the compilation of the consultant team and documentation of qualifications are as follows:

- Regulatory Review
- System Inventory, Survey, and Mapping
- Water and Stormwater System Modeling and Evaluation
- Capital Improvement Project (CIP) Identification and Prioritization
- Rate Evaluation (for the water utility) and Rate Development (for the stormwater utility)
- Public Education and Stakeholder Outreach

The City anticipates that presentations to City Council and the Planning Commission will be necessary at key project milestones. Additionally, open houses or some other means to solicit public involvement and participation during the Master Plan development may be required. Use of a public involvement firm or other subconsultant for the sole purpose of public education and outreach is not anticipated as part of this project.

III. Instructions for Proposers

It is the City's intent that a consultant team is selected for the project. However, the lead (managing) consulting firm and/or staff shall have completed both a water master plan and a stormwater master plan within the last five years. Preference will be given to those teams that show local experience in completing both master plan efforts. The identified consultant project manager shall be responsible for overseeing both the water and stormwater master plan efforts.

The Statement of Qualifications (SOQ) shall be a maximum of 10 pages, not including a one page cover letter and Appendices. Resumes shall be included in the SOQ as an Appendix. Previously completed water and stormwater master plans (i.e., work products), if to be included with the SOQ submittal, shall be submitted in electronic format with the SOQ.

A. SOQ Format

The following elements must be contained in the submitted SOQ.

1. Cover letter (1 page) – Not included in the total page count. Provide a short narrative affirming your interest in the project. Include the name, phone number, and email address of the appropriate lead firm point of contact.
2. Firm Qualifications (2 pages) - Provide a brief history of the lead firm and supporting firms (if applicable). Firm descriptions shall highlight master planning experience and shall indicate the types of services each firm is qualified to perform.
3. Project Team Organization and Description (4 pages) - A project organization chart shall be provided indicating the team management, support staff, and any subconsultants. A description of experience and indication of availability to work on the project shall be provided for key staff members. Experience related to master planning shall be highlighted. Resumes should be referenced in this Section as included in an Appendix.

4. Project Qualifications and References (4 pages) – Provide project abstracts, highlighting those water and stormwater master plan projects completed by the lead firm over the past five years. Briefly describe each plan's scope, highlighting those elements that would be applicable to the City's master planning efforts and project goals, objectives, and elements outlined in Sections I and II. Of particular interest are those efforts where data inventory/ survey was required and conducted as part of the project by the consultant or consultant team.

Client references shall be provided in this Section for a minimum of three highlighted projects. Two of the three references shall be specific to the lead firm and/or lead firm staff experience with master planning. References shall include the client name and title, applicable project reference, phone number, email address, and mailing address. The City may contact some or all references at their discretion.

The lead firm is encouraged to provide a work sample of one highlighted project to showcase experience in the preparation of similar work products. If provided, work products should be referenced in this Section and submitted to the City in digital format.

B. SOQ Submittal Requirements

Each proposer's submission in response to this RFQ must:

1. Be clear and concise, printed double-sided, and within the allowable page number. A page is defined as an 8.5" x 11" sheet that would contain text, figures, graphs, charts, or any other graphic.
2. The SOQ submittal should follow the outline as detailed in Section III.A. Emphasis should be concentrated on accuracy, clarity, and completeness.
3. Include nine (9) paper originals (marked as such) and one (1) CD/DVD copy of the SOQ that includes the proposers name and name of the proposal. If sample work products are to be provided, include one digital copy of the work product separately. Label all CD/DVD(s) accordingly.
4. Documents and CD/DVD(s) shall be submitted in a sealed envelope, plainly marked as "Qualifications to Provide Water and Stormwater Planning Services" and include the lead firm's name and address.
5. Be received by the City of Gladstone's Public Works Department, 520 Portland Avenue, Gladstone, OR 97035 no later than 4 pm May 18, 2012.

IV. Evaluation Procedures

A. Selection Process

The SOQ submittals will be reviewed by City staff. Submittals will be scored as outlined in Section IV.B. A ranked, short list of 3-5 qualified teams will be developed based on the scoring. The short list of 3-5 qualified teams may be asked to respond to a more detailed RFP.

The City may request additional information from proposing teams once submittals are obtained. Dates or deadlines may change at the City's discretion.

B. Scoring/Evaluation Criteria

The selection committee will score submittals in accordance with the following general evaluation criteria and allocation:

- Project Experience (40%). Experience of the lead firm and/or lead firm's staff in the recent completion of water and/or stormwater master plans. Previous work or projects by the Project Team that reflect special expertise or groundwork that would assist in completion of the water and/or stormwater master plan for the City will be evaluated under this category.
- Personnel Experience (40%). Experience of the overall Project Team's key staff, highlighting their expertise with project elements as outlined in Section II. Experience of the proposed project manager will be more heavily considered and evaluated than other key staff.
- Geographic Considerations (10%). Experience and familiarity of the Project Team with local regulations, local agencies, and ability to directly interface with the City.
- Project References (10%). Consideration of client references as required under Section III.A and sample work products as referenced in Section III.A.

C. Disqualifications and Limitations

The City of Gladstone reserves the right to disqualify incomplete or late submittals or waive minor defects in proposals submitted. The City also reserves the right to accept or reject any or all submittals received; to cancel this RFQ at any time; or to modify and reissue this RFQ, if in the best interest of the City. This RFQ does not commit the City to award a contract, to pay any costs incurred in preparation of a response to this RFQ, or to procure or contract services outlined in this RFQ.

Any documentation submitted to the City in response to this RFQ and not withdrawn prior to the closing date shall, upon receipt by the City, become the property of the City.

D. Non-Discrimination Statement

The City of Gladstone is an equal opportunity employer. The City of Gladstone's programs, services, and employment opportunities are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation.



Beery Elsner
& Hammond LLP

MEMORANDUM

TO: Honorable Mayor Byers
Gladstone City Councilors

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

SUBJECT: Medical Marijuana Facilities – Moratorium Ordinance

DATE: April 1, 2014

At its April 8 meeting, the city council will consider the attached ordinance. When we last discussed the topic of medical marijuana facilities (also called “dispensaries”) at the council’s February 25 adjourned meeting, the Oregon Legislature was still considering Senate Bill 1531. As introduced at the beginning of the 2014 legislative session, SB 1531 would have allowed cities and counties to indefinitely prohibit dispensaries. The senate amended the bill to permit local governments to regulate dispensaries, but not prohibit them. The house then amended the bill further to permit cities and counties to enact “moratoria” that prohibit dispensaries until May 1, 2015. Governor Kitzhaber signed the bill into law on March 19.

The attached ordinance complies with SB 1531 and prohibits dispensaries within Gladstone through May 1, 2015. As the council will recall, it adopted Ordinance No. 1446 at its February 25 meeting. As amended, 1446 banned dispensaries until August 26 of this year. As of February 25, it was not clear that the final version of SB 1531 would allow cities to prohibit dispensaries at all. Therefore, we recommended a temporary prohibition to August of this year to allow the city to consider restrictions. Now that we have a clear picture of the authority the city has under state law to prohibit dispensaries, we will seek direction from the council at the April 8 meeting about possibly amending 1446 to address the August 2014 sunset clause.

We will also give the council an update of the discussion the planning commission had concerning dispensary regulations at its last meeting.

RECOMMENDED ACTION: Entertain the first and second reading of the attached ordinance and adopt it. If adopted, staff must send a copy of the ordinance to the Oregon Health Authority in order for the state to acknowledge the moratorium.

ORDINANCE NO. 1447

AN ORDINANCE DECLARING A MORATORIUM ON MEDICAL MARIJUANA FACILITIES WITHIN THE CITY OF GLADSTONE PURSUANT TO SENATE BILL 1531 AND DECLARING AN EMERGENCY.

WHEREAS, the Oregon Legislature enacted and the governor signed House Bill 3460 (2013), which has been codified as ORS 475.314 and which, among other things, directed the Oregon Health Authority to develop and implement a process to register medical marijuana facilities (also called “dispensaries”);

WHEREAS, House Bill 3460 states that persons who are responsible for or are employed by a registered medical marijuana facility would enjoy immunity from state prosecution for delivery, possession and production of marijuana, and that immunity provision was later codified as ORS 475.309(1)(b);

WHEREAS, on February 25, 2014, the City of Gladstone adopted Ordinance No. 1446, which effectively prohibited dispensaries within the city until August 26, 2014;

WHEREAS, the city placed the temporary ban on such facilities because allowing them within the City absent appropriate zoning regulations would endanger the health, peace, and welfare of Gladstone residents;

WHEREAS, since the city’s temporary ban took effect, the legislature passed and the governor signed Senate Bill 1531 (2014), which expressly permits Oregon cities to impose a “moratorium” on medical marijuana dispensaries within their jurisdictions until May 1, 2015;

WHEREAS, if a city or county enacts a dispensary moratorium within its jurisdiction pursuant to Senate Bill 1531, then despite ORS 475.309(1)(b)’s immunity protections, persons who are responsible for or employed by medical marijuana facilities within the jurisdiction are subject to criminal prosecution for marijuana-related crimes;

WHEREAS, whether a certain type of business should operate within a community is a local government decision, the enforcement of which is subject to the general and police powers of that jurisdiction;

WHEREAS, legal uncertainty surrounds the authority of the state to allow for the location of medical marijuana dispensaries in Oregon cities where doing so likely violates federal law;

WHEREAS, the Gladstone City Council believes that in order to protect the health, safety and welfare of the residents of Gladstone it must enact a moratorium pursuant to SB 1531 and prohibit for the purposes of SB 1531 the operation of medical marijuana facilities within Gladstone at least until May 1 2015, in accordance with SB 1531; and

WHEREAS, this ordinance does not repeal or amend Ordinance No. 1446.

NOW THEREFORE, THE CITY OF GLADSTONE ORDAINS AS FOLLOWS:

Section 1. The City of Gladstone enacts a moratorium pursuant to SB 1531 prohibiting the operation of any medical marijuana facility within the city. A “medical marijuana facility” includes any facility that dispenses marijuana pursuant to ORS 475.314 or any other provision of Oregon law.

Section 2. The city administrator or his designee is charged with enforcement of the moratorium.

Section 3. The remedies available under Senate Bill 1531 for a violation of the moratorium imposed by this ordinance are not exclusive of any other remedies available under any applicable federal, state or local law. It is within the city's discretion to seek cumulative remedies for a violation of the moratorium imposed by this ordinance.

Section 4. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

Section 5. The city administrator or his designee shall forward a copy of this ordinance to the Oregon Health Authority by regular mail and by any other means that the authority by rule requires or permits.

Section 6. The moratorium imposed in Section 1 of this ordinance pursuant to SB 1531 is effective through May 1, 2015, unless otherwise lawfully rescinded or extended.

Section 7. In order to protect the health, welfare and safety of the city, its residents and its visitors, the council declares an emergency to exist and, as such, this ordinance will be effective immediately upon its adoption.

Adopted by the Common Council for the City of Gladstone this _____ day of April, 2014.

ATTEST:

Wade Byers
Mayor

Jolene Morishita
Assistant City Administrator

6-3



Gladstone Police Department Memorandum

TO: Pete Boyce, City Administrator
FROM: Jim Pryde, Chief of Police
DATE: **March 31, 2014**
SUBJECT: **Update on K-9 Program**

Pete,

I've attached a copy of Sergeant Jundt's inquiry into the K-9 program – specifically to review a pattern of dog bites involving our K-9 team; the most recent bite involved Officer Hill. Fortunately, Officer Hill is scheduled to return to full duty tomorrow.

Sergeant Jundt, Sergeant Jolley and I met with Officer Mixson to talk at length about the results of the inquiry and the changes needed in the K-9 program. Unfortunately, following inquiries into our K-9 program from KATU News, Officer Mixson chose to step down from his position as Dyno's handler. We are now recruiting for a new GPD K-9 handler, but it is not certain if we will find someone suitable.

Dyno is regarded by police K-9 trainer experts as a great police service dog. If we are unable to find any GPD officers suitable for the K-9 handler position, our options are as follows:

1. Sell Dyno to Officer Mixson.
2. Sell Dyno to an interested law enforcement agency. (I've already had one phone call of interest.)

Finally, if city council chooses to discuss this topic at a city council meeting – I will be happy to discuss the **program**. However, any questions that relate to **personnel matters** I will respectfully decline to answer out of respect for the involved officer.

March 20, 2014

To: Pete Boyce, Mayor Byers, and City Council

RE: Flashing Cross Walk Sign at Oatfield Rd. and Ridgeway Dr.

Back at the February City Council meeting there was a recommendation from the Traffic Safety Committee and Lancaster Engineering for a LED Flashing Cross Walk signs to be installed at Oatfield Rd. and Ridgeway Dr. I received a quote from Traffic Safety Supply of Portland Oregon \$6,194.41 for the flashing signs, controls, Posts and 36" high visibility pre-warning signs to alert drivers cross walk ahead. This is a complete package and is available from a local vendor who is the west coast authorized dealer for TAPCO LED Signs who is the manufacturer.

I was ask to look for other vendors for this type of sign and found that Grainger Supply will sell you the signs at \$5,436.00, but not all of the necessary pipes and controls that Traffic Safety Supply has quoted.

Traffic Safety Corp. of Sacramento California sells a similar type LED flashing sign for \$3,700.00 but will not have all of the other pole settings and fasteners as Traffic Safety Supply of Portland Oregon.

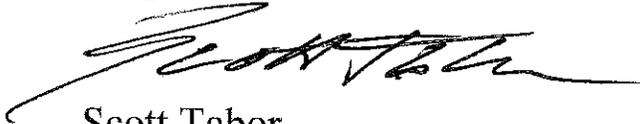
I am recommending that we stay with the quote from Traffic Safety Supply and I will tell you why. Gladstone Public Works have had dealings with Traffic Safety Supply for over 30 years and they have provided top of the line products and service during that time. When we installed the traffic divider at Meldrum Bar Park

for the Boat facility improvements, a representative was on site to advise Public Works staff to make sure all went well. This was at no cost to the City. We have existing LED flashing cross walk on 82nd. Dr. when we had problems with them Traffic Safety Supply came out and worked with my staff to find the problem, and when it was a defective battery, they replaced it at no cost.

I don't think that the other suppliers mention in this letter would be willing to come up to the City of Gladstone if something is amiss.

I would like to have permission to purchase from Traffic Safety Supply the equipment needed to make the crosswalk safe at Oatfield Rd. and Ridgeway Dr.

Respectfully Yours,



Scott Tabor
Public Works Supervisor
City of Gladstone



TRAFFIC SAFETY SUPPLY CO., INC

2324 SE UMATILLA ST.
PORTLAND OR 97202-7495
503 235-8531
800-547-8518
FAX# 503-235-5112

email: sales@tssco.com

CONTACT NAME SCOTT TABOR 745
Billed To: CITY OF GLADSTONE
525 PORTLAND AVE
GLADSTONE OR 97027

Ship To: WILL CALL
GLADSTONE OR 97027

QUOTATION

QUOTE#: 979896
DATE: 03/20/2014
TERMS: NET 30 DAYS
FREIGHT: FOB GLADSTONE

QUOTE ENDS: 30 DAYS

PHONE # 503 656-7957
FAX # 503 722-9078

<u>PART#</u>	<u>QTY</u>	<u>SIZE</u>	<u>ITEM</u>	<u>BID</u>	<u>U/M</u>
14800000	1.000	SET 36"	SOLAR POWERED PEDESTRIAN CROSSWALK BLINKER	\$5,530.00	EA

SYSTEM INCLUDES:

- (2) 36" PEDESTRIAN ADVANCE BLINKER SIGNS W/ DG3 SHEETING AND MATCHING LED'S AROUND FACE OF SIGN
- (2) SOLAR PANELS
- (2) BATTERY PACKS
- (2) WIRELESS CONTROLLERS
- (2) PUSH BUTTONS

14847610	1.000	EACH	TIMECLOCK SOFTWARE, WINDOWS BASED, WITH PROGRAMMING CABLES	\$190.00	EA
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18502300	2.000	36"X36"	ADVANCE PEDESTRIAN CROSSING SYMBOL,, B/FYG, .080 ALUM	\$99.00	EA
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18203400	2.000	30"X18"	AHEAD PLAQUE, B/FYG, .080 ALUM	\$41.25	EA
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12100312	2.000	12 FT	POST, 2" SQ PERFED 12 GA	\$48.50	EA
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All material used in this contract is guaranteed to be as specified, and the entire job is to be done in a neat and workmanlike manner. Any deviation or alteration from the specification herein agreed upon involving extra cost of labor and/or materials will be accepted only upon a written order or instructions, and will become an extra charge over costs as mentioned in this contract.

TRAFFIC SAFETY SUPPLY CO., INC.

AMY

8-3

Service Quote

Invoice#: 979896

Continued...

Date: 03/20/2014

<u>PART #</u>	<u>QTY</u>	<u>SIZE</u>	<u>ITEM</u>	<u>BID</u>	<u>U/M</u>
12100900	2.000	36"	POST, 2-1/4" ANCHOR/SLEEVE 12 GA	\$15.80	EA
12101000	2.000	18"	POST, 2-1/2" SLEEVE 12 GA	\$9.20	EA
16502301	2.000	EACH	HDW, CORNER BOLT (MEDIUM, 2-1/2" SLEEVE) W/NUT	\$0.70	EA

SUBTOTAL: \$6,148.90

1.000 EA DES MANAGEMENT FEE (.74%): \$45.51

TOTAL: \$6,194.41

*PRICING REFLECTS DISCOUNT ALLOWED ON

WA STATE CONTRACT #02612 FOR INTELLIGENT

TRANSPORTATION SYSTEM EQUIPMENT 2 FOR

MEMBERS OF THE STATE OF OREGON COOPERATIVE

PURCHASING PROGRAM. THIS IS A DELIVERED

PRICE TO GLADSTONE, OR.

8-4

Scott Tabor

From: Amanda Dobbs [amandad@tapconet.com]
Sent: Wednesday, March 19, 2014 1:23 PM
To: Scott Tabor
Cc: Amy Sanchez (asanchez@tssco.com); 'Jeff Parson' (jparson@tssco.com)
Subject: TAPCO Quote

Good Afternoon Mr. Tabor,

Thank you for contacting TAPCO. I have CC;d Amy with Traffic Safety Supply, our local exclusive distributor in your area. She will be in touch with you shortly!

If you have any questions, please do not hesitate to contact me.

Have a wonderful day,



Amanda Dobbs - West Coast Sales (NV, CA, HI, OR, WA, ID, AK)

Ph: 262-649-5230 | M: 414-333-0218 | Fx: 262-292-4815 | amandad@tapconet.com
www.tapconet.com | [Newsletter Signup](#) | [Feedback Survey](#)

5100 West Brown Deer Road, Brown Deer, WI 53223



[Click here](#) to view our current contracts.



Scott Tabor

From: TAPCOnet.com website [customerservice@tapconet.com]
Sent: Wednesday, March 19, 2014 1:16 PM
To: Scott Tabor
Subject: TAPCO Quote Request

Thank you for your quote request



Contact:
Scott Tabor
tabor@ci.gladstone.or.us
503-656-7957
(Prefer to be contacted by either phone or email)

Address:
525 Portland ave.
Gladstone, OR, 97027
United States

System: Rectangular Rapid Flash Beacon (RRFB)
Division: Solar LED Solutions
Opt In to Mailing List: No

Comments/Request:

I would like the cost estimate for a Solar Powered LED Cross Walk Sign.

TAPCO Office Hours:
8am - 5pm CST
Toll Free: 1-800-236-0112

TAPCO (Traffic & Parking Control Co., Inc.)
5100 W Brown Deer Road
Brown Deer, WI 53223

Request #5873 Submitted On: 2014-03-19 15:15:41

8-6



LED Sign, Pedestrian Crossing Pictogram

TAPCO

Price: \$2,718.00 / each

- Deliver one time only
- Auto-Reorder Every Month(s)

Product ships within 6 business days from supplier

Add Repair & Replacement Coverage for \$299.00 each.



Item # 3YPG8

Mfr. Model # 2180-00232 UNSPSC # 55121710

Catalog Page # 2534

Shipping Weight 28.2

lbs.

Country of Origin USA Country of Origin is subject to change.



Technical Specs

Item	LED Traffic Sign	Sign Width	36"
Legend	Pedestrian Crossing Pictogram	Legend Style	Symbol
Legend/Background Color	Black/Fluorescent Yellow	Sign Material	Diamond Grade Cubed Aluminum
LED Color	Amber	Includes	Battery Charger, Anti-Vandal Mounting Kit, Tool for Solar Panel Installation
Power Requirements	Solar	MUTCD Code	W11-2
Sign Height	36"	Standards	MUTCD Standards, FHWA Minimum Retroreflectivity

Compliance and Restrictions

None

8-7

Traffic Safety Corp.

2708 47th Avenue
Sacramento, CA 95822

Telephone (916) 394-9884

Fax # (916) 394-2809

www.xwalk.com

Quotation

Customer ID.: QUOTEOR

Quotation No.: 3654

Quote To: **City of Gladstone**

Scott Tabor
tabor@ci.gladstone.or.us
503-656-7957

Ship To:

Date	Ship Via	F.O.B.	Payment Terms	
03/20/14	Best Way	Origin	Net 30	
Sales Person Alexa Avram				
Quantity	Item Number	Description	Unit Price(USD)	Amount
2	SI-TS40W11230S1A	Solar LED Flashing Sign FYG Ped Xing ,30"x30", Wireless with Push Button Activation	1850.00	3700.00
Quote subtotal				3700.00
Quote total				3700.00

Shipping & Handling included in Price

Note: Traffic Safety Corp is not a provider of engineering design services. All installation descriptions and examples are for illustrative purposes and do not take into account the conditions present at any specific site location.

Traffic Safety recommends that plans for fixture drainage, pole foundations, and pole selection be reviewed and approved by an engineer, prior to purchase and installation of the system.

QUOTATION EXPIRES 04/19/14

Documentation supporting our Veteran owned status is attached.

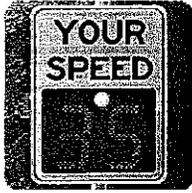
Thank you for considering us!!

Traffic Safety, Inc. Terms and Conditions apply.

8-8

1. Our veteran owned status is supported by owner Kyle Owens' Honorable Discharge set forth below.





Radar Speed Signs



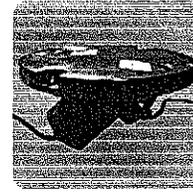
Traffic Signs



Crosswalk Lighting



Security Lighting



Product Catalog

We are Committed to Helping Communities Save Lives with New and Innovative Pedestrian Safety Technologies

Radar Speed Indicator Signs

Our Radar Speed Signs are proven effective in slowing traffic, and are easy to install, manage, and maintain. Easy-to-use management software lets you set sign parameters and generate reports.

Flashing LED Edge Lit Signs

Our Flashing LED Edge Lit Signs meet and/or exceed all MUTCD specifications. Our signs feature flashing, high-intensity LEDs that command the attention of drivers and help improve compliance.

Crosswalk Warning Light Systems

Our Flashing In-pavement Lights alert motorists that pedestrians are using the crosswalk. Each fixture projects a rapidly flashing yellow light that is clearly visible during the day and at night.

Under Vehicle Inspection Light Systems

Designed to aid security and safety inspectors by providing high-intensity illumination of vehicle undercarriages. Features include outstanding durability, superior visibility, and low maintenance.

TS1100 Crosswalk Warning Systems Now Florida DOT Approved

Traffic Safety Corp. is excited to announce that our patented TS1100-AC and TS1100-SP System Controllers were evaluated and approved by the Florida Department of Transportation (FDOT) as meeting all A615 environmental requirements. Both feature conformal coating material on circuits to protect against moisture, dust, chemicals, and temperature extremes. The TS1100-AC controller also includes a Power Interrupt Controller (PIC) circuit to maintain system operation during power interruptions.



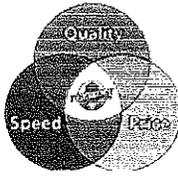
Click the map to read about one of our 500 crosswalk lighting systems installed nationwide



Please Sign Up For Our Newsletter

Email:

8-10



Quality. Speed. Price.

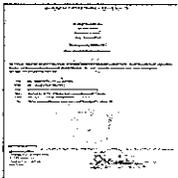
Why settle for just two when you can have all three? We are dedicated to meeting your highest expectations.



ISO 9001: 2008

Traffic Safety Corp.'s Quality Management System is registered to ISO 9001: 2008. The scope of the certification includes the design, development, manufacture, sales and distribution of traffic safety lighting products and systems.

[ISO Certificate \(PDF, 134KB\)](#)



State Minority Business Enterprise (SMBE)

We are approved by the California Department of Transportation as a State Minority Business Enterprise (SMBE).

[SMBE Certificate \(PDF, 294KB\)](#)

[Home](#) | [Products](#) | [Packages](#) | [Design](#) | [Company](#) | [Contact](#)
[Dealer Login](#)

Copyright © 2014 Traffic Safety Corp. All rights reserved.
Website by [Larzelere Design](#)

8-11

Scott Tabor

From: Traffic Safety Corp. [no-reply@wufoo.com]
Sent: Thursday, March 20, 2014 7:52 AM
To: Scott Tabor
Subject: Quote Request Form (TS)

Thank you for contacting Traffic Safety Corp.
We will get back to you as soon as possible.

Our Business Hours:
USA Pacific Time Zone (West Coast)
Monday – Friday: 7:30 am – 4:00 pm
Saturday & Sunday: Closed

Traffic Safety Corp.
Phone: 916-394-9884
Fax: 916-394-2809
www.xwalk.com

Quote Request Form (TS)

Name *	Scott Tabor
Email *	tabor@ci.gladstone.or.us
Phone	503-656-7957
Organization	City of Gladstone
State	Oregon
Country	USA
How can we help you?	I would like a quote for the total costs of your Solar Powered LED Cross Walk signs. with push button activation. I want to have signs place at a cross walk so both lanes of traffic see the signs when activated.

8-12



Traffic Safety Corporation
2708 47th Ave.
Sacramento, CA 95822-3806
Toll Free: 888.446.9255
Tel: 916.394.9884
Fax: 916.394.2809
Email: sales@xwalk.com
Web: www.xwalk.com

TS40
Pedestrian and School Crossing
Flashing LED Edge Lit Signs
MUTCD Compliant

General Description

The TS40 conforms to the specifications of the Federal Highway Administration (FHWA) set forth in the Manual on Uniform Traffic Control Devices (MUTCD). Using the latest advances in LED technology, the TS40 employs a set of synchronized high-intensity LEDs to extend the range of visibility of the sign during the day or night. Furthermore, the LEDs are flashed, which increases driver awareness of the sign and allows drivers to act sooner in advance of the crosswalk. Typical applications include: mid-block crosswalks, school zones, parks, playgrounds, shopping malls and hospitals.

Why Our Signs are Better

High Visibility

- 3M™ Diamond Grade™ reflective sheeting provides outstanding reflective brightness, day or night.
- High intensity LEDs extend the visibility of the sign under all weather conditions.

Superior Performance

- Low power LED technology reduces system power consumption and operating cost.

Outstanding Durability

- Highway grade .080 aluminum construction provides resistance to corrosion.
- The use of highway grade Diamond Grade™ sheeting helps to maintain long term reflectivity.
- Stainless steel security fasteners and Tuff-nut mounting hardware included to keep the sign secure.
- Signs are weatherproof to prevent outside elements from entering the internal casing.

Features

- MUTCD section 2A.08 compliant.
- High visibility, low power consumption.
- Fast, easy installation, low maintenance.
- Vandal-resistant mounting hardware included.
- Optional battery backup, not affected by local grid power outages, 12 day autonomy (flashing 24/7).

Solar TS40

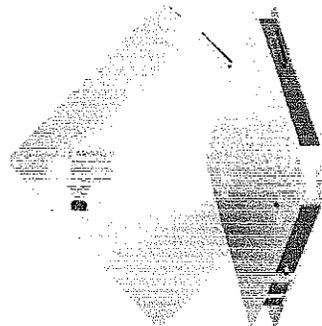
A solar powered TS40 is available that features off-grid power generation and independent flashing control.

Features

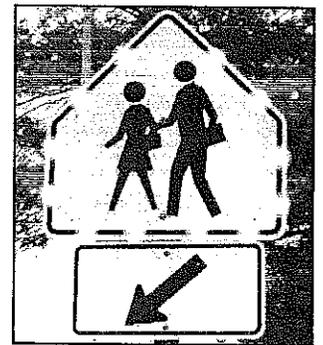
- Solar powered with battery backup, no AC power required.
- MUTCD Section 2A.08 Compliant.
- Installs easily onto any new or existing sign post.
- High intensity LEDs flash in unison, once per second, commanding the attention of drivers day and night.
- Activation options: Continuous 24/7 Flashing, Programmable Timer, or Wireless Push-button.



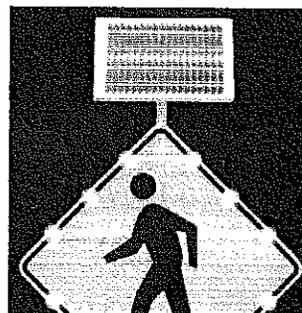
Pedestrian Crossing (W11-2)



.080 aluminum construction



School Crossing (S1-1)



Visit our web site: www.xwalk.com

TECHNICAL MEMORANDUM

TO: Scott Tabor, Public Works Supervisor
City of Gladstone

FROM: Todd E. Mobley, PE, PTOE

DATE: March 22, 2012

SUBJECT: Pedestrian Safety Study at Oatfield/Ridgegate Drive/Collins
Crest Street



LANCASTER
ENGINEERING

321 SW 4th Ave., Suite 400
Portland, OR 97204
phone: 503.248.0313
fax: 503.248.9251
lancasterengineering.com

The City of Gladstone has received a number of complaints about pedestrian safety at the intersection of Oatfield Road/Ridgegate Drive/Collins Crest Street ("intersection"). At the request of the City of Gladstone, Lancaster Engineering has performed an analysis of pedestrian safety at the intersection. This memorandum documents the existing conditions of the intersection and offers possible improvement suggestions for the consideration of the City of Gladstone.

LOCATION DESCRIPTION

The intersection of Oatfield Road/Ridgegate Drive/Collins Crest Street is located within the City of Gladstone, approximately 0.4 miles northwest of Webster Road and 0.6 miles southeast of Jennings Avenue. For the purposes of this analysis, Oatfield Road will be referred to as being oriented east-west, with Ridgegate Drive and Collins Crest Street are oriented north-south. Oatfield Road forms the east and west legs of the intersection. Ridgegate Drive and Collins Crest Street form the north and south legs of the intersection, respectively.

Kraxberger Middle School is located to the northeast of the intersection and is adjacent to Ridgegate City Park about ¼ mile away. A pedestrian/bicycle access exists between Ridgegate Drive and the middle school. A substantial amount of students utilize this access point and cross Oatfield Road from the south to the north through the intersection and reach the school via Ridgegate Drive.

Gladstone High School is located to the southwest of the intersection about ½ mile away. A pedestrian/bicycle access exists via Collins Crest Street to Beverly Lane.

Land uses near the intersection are residential in nature.

ROADWAY CHARACTERISTICS

Oatfield Road is a two-lane arterial roadway that is under the jurisdiction and maintenance of the City of Gladstone. The posted speed is 35 miles per hour in the vicinity of the intersection. There is a school speed zone of 20 MPH in effect "when children are present or when flashing" during certain hours determined by the City. There are bike lanes in place on both sides of Oatfield Road. There are continuous sidewalks on the north side of Oatfield Road. There are no sidewalks on the south

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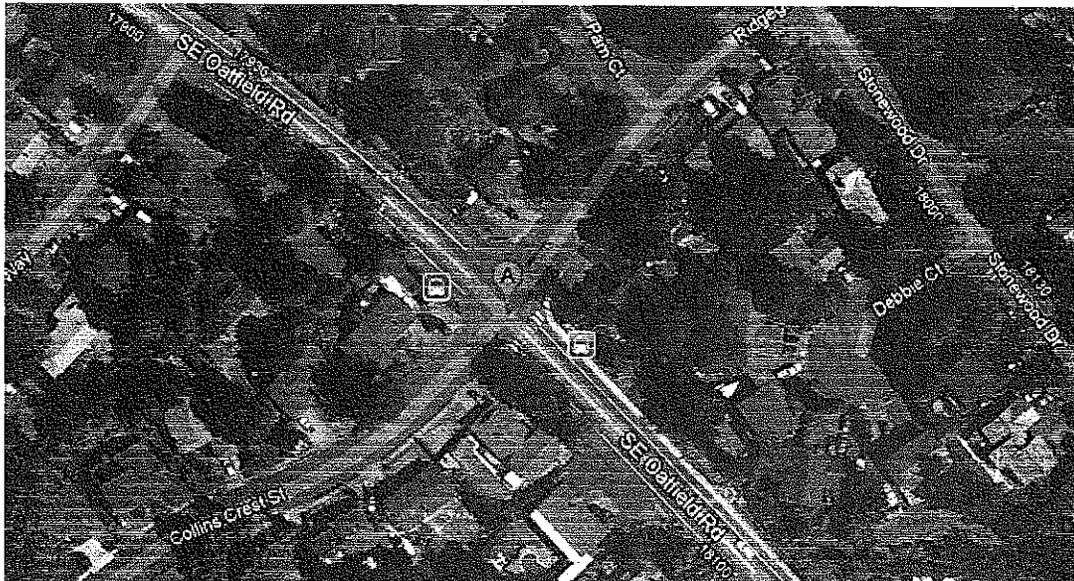
side of Oatfield Road in the vicinity of the intersection. There is no on-street parking allowed on Oatfield Road.

Ridgecrest Drive is a two-lane roadway also under the jurisdiction and maintenance of Gladstone. The street is classified as a local street. The posted speed is 25 miles per hour. There are no bike lanes on Ridgecrest Drive. There are sidewalks on both sides of Ridgecrest Drive in the vicinity of the intersection. On-street parking is allowed.

Collins Crest Street is a two-lane roadway also under the jurisdiction and maintenance of Gladstone. The street is classified as a local street. The posted speed is 25 miles per hour. There are no bike lanes on Collins Crest Street. There are sidewalks on the east side of Collins Crest Street in the vicinity of the intersection. On-street parking is allowed.

On the northwest and northwest quadrants of the intersection, there are curb ramps that aid disadvantaged users in accessing the intersection. On the southwest and southeast quadrants of the intersection, there are no curb ramps currently provided.

An aerial view of the intersection is provided below.



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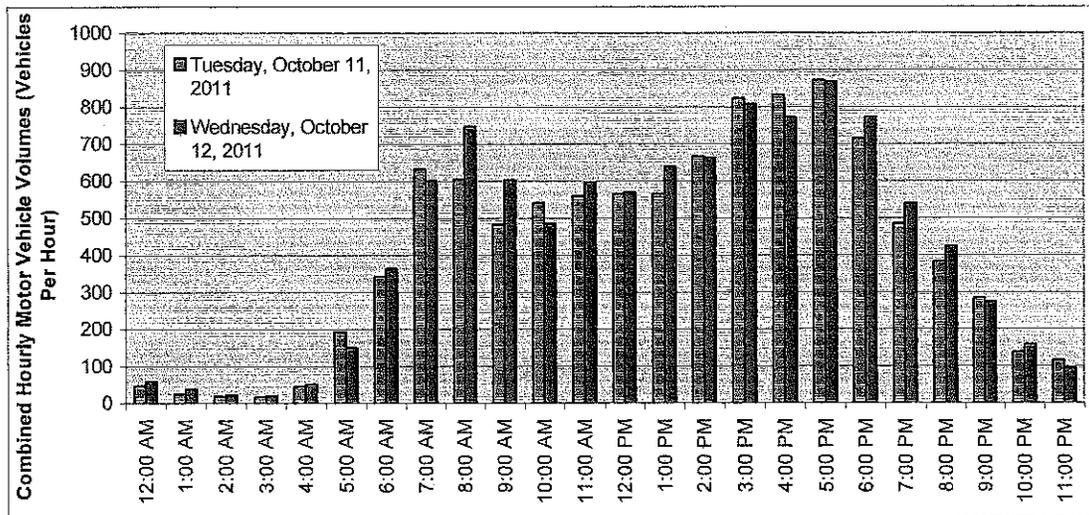
OATFIELD ROAD TRAFFIC SPEED & VOLUME

Vehicular speeds and volumes were measured on Oatfield Road just east of the intersection over a 48-hour period via tube count.

A sampling of speed and volume was collected on October 11 and October 12, 2011. Based on those observations, an 85th percentile speed of 38 miles per hour was measured for eastbound traffic and 38 miles per hour for westbound traffic. The 85th percentile speed is commonly used for transportation design involving considerations such as sight distance. This is the speed at which 85 percent of the vehicles are going this speed or slower. Fifteen percent of the vehicles are going faster than the 85th percentile speed. The posted speed limit is 35 miles per hour.

In addition to speed, traffic volumes were measured. There are approximately 10,000 daily vehicles travelling on Oatfield Road in the vicinity of the intersection.

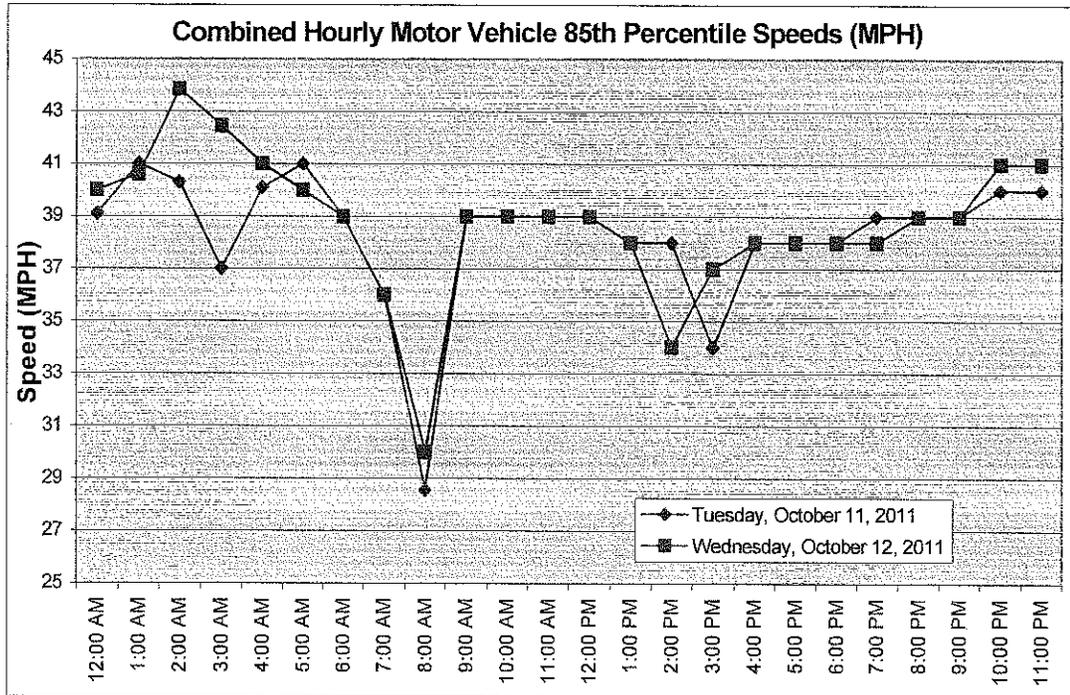
The chart below illustrates the daily traffic volume profile by hour for the 48-hour period.



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The chart below illustrates the daily speed profile by hour for the 48-hour period.



The vehicular traffic speed and volume data is located in Appendix A of this report.

PEDESTRIAN VOLUMES

Observed pedestrian volumes vary greatly over the course of the day at the intersection. A crosswalk is striped on the east leg of the intersection only. Generally, pedestrians crossing Oatfield Road do tend to favor crossing Oatfield Road on this side of the intersection. The periods between 8 AM to 8:30 AM, 3:15 PM to 3:30 PM, and 2:15 PM to 3:15 PM experienced the highest pedestrian volumes over the course of the two days. The period of 2:15 to 3:15 PM experienced the highest hourly pedestrian volume of the 48-hour study. During that time period, 54 pedestrians were found crossing the intersection, with 33 crossing the east leg of the intersection.

During the AM and PM peak hours, the majority of users crossed the south leg (Collins Crest Street) and the east leg of Oatfield Road via the striped crosswalk. Over a 48-hour period, 277 pedestrians were witnessed crossing the intersection, with 164 crossing the east leg, 63 crossing the south leg, 39 crossing the north leg and 11 crossing the west leg of the intersection.

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Pedestrian volume data is located in Appendix B of this report. Appendix C illustrates the daily pedestrian volume profile by hour for the 48-hour period.

TRANSIT

Transit service is provided along Oatfield Road by Tri-Met. Tri-Met route #32 (Oatfield) provides service from Oregon City to Portland and locations in between at approximately 11 to 45 minute headways during the weekday peak hours. During other weekday hours, the headways are 60 minutes.

There is currently a westbound stop located just east of the intersection and an eastbound stop located just west of the intersection.

Data received from Tri-Met's 2011 census indicate that usage at these two sites is light as shown below.

Stop ID and Location	Avg. Weekday Ons	Avg. Weekday Offs	Monthly ramp deployments
Stop ID 4148 (Oatfield & Colins Crest – eastbound on Oatfield)	3	4	35
Stop ID 4191 (Oatfield & Ridgeway – westbound on Oatfield)	7	3	50

SIGHT DISTANCE

Sight distance was evaluated at several locations at the intersection to determine if both drivers can view pedestrians at the corners of the intersections and pedestrians can view oncoming traffic. Sight distance measurements were conducted in the field. Sight distance requirements are taken from the 2004 edition of *A Policy on Geometric Design of Highways and Streets*, published by AASHTO. Required distances are based on the travel speed on the major street, which in this case is Oatfield Road.

Stopping sight distance was evaluated which is a minimum requirement for safety. Stopping sight distance ensures that if a pedestrian enters the roadway, an oncoming vehicle has sufficient sight distance to slow, or even stop, to respond appropriately to the presence of the pedestrian.

Oatfield Road is constructed with a slight grade, which requires an adjustment to the stopping sight distance requirements of AASHTO. Based on the 85th percentile speeds reported above, a total of 267 feet of stopping sight distance is required for westbound drivers to perceive a pedestrian and slow or stop to avoid a collision. Based on the 85th percentile speeds reported above, a total of 291 feet of stopping sight distance is required for eastbound drivers to perceive a pedestrian and slow or stop to avoid a collision. Field measurements were taken at the intersection quadrant looking both east and west from the intersection.

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Stopping sight distance measured from each intersection corner is adequate in both the east and west directions. A vehicle approaching the intersection from the west has approximately 320 feet of sight distance to the southwest quadrant of the intersection and 355 feet of sight distance to the southeast quadrant of the intersection. Looking to the northwest and northwest quadrants of the intersection, drivers can see from a distance in excess of 500 feet.

A vehicle approaching the intersection from the east can see each quadrant of the intersection from a distance in excess of 500 feet.

Drivers have sufficient sight distance to observe pedestrians standing at each intersection corner approaching from both and slow or stop to appropriately respond to their presence.

EXISTING SIGNING AND PAVEMENT MARKINGS

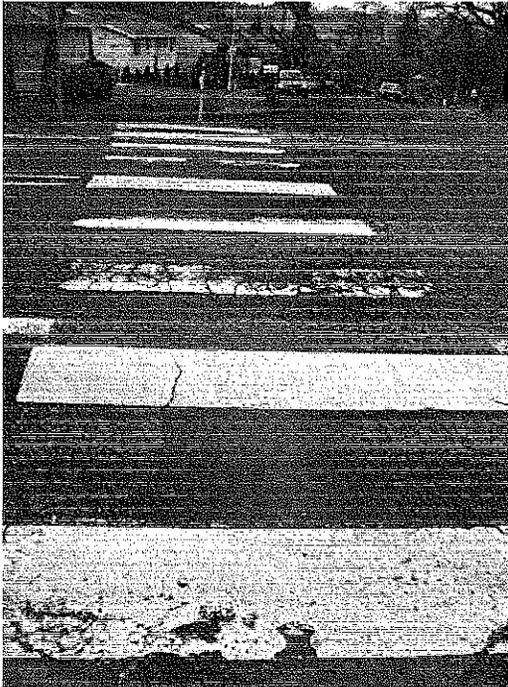
A field review of the existing signing and pavement markings revealed some existing deficiencies that the City of Gladstone should consider for possible replacement with their available funds and priorities. Several of the deficiencies are based upon the Manual on Uniform Traffic Control Devices (MUTCD), while others are based upon Oregon standard practice for school zone signage and the Oregon Revised Statutes.

A "continental" style crosswalk exists only on the east leg of the intersection of Oatfield/Ridgecrest/Collins Crest as shown below. The pavement markings, while worn, meet existing standards and are visible to both pedestrians and drivers approaching the intersection.

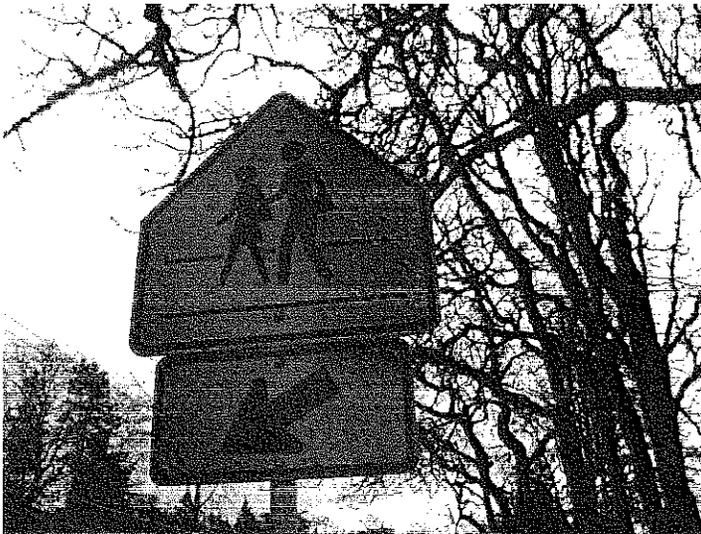
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On each Oatfield Road approach to the crosswalk, there is a school crossing sign assembly (crosswalk signage with downward pointing arrow), correctly indicating the location of the crosswalk as shown below.



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However, the signage does not appear to retroreflective, is in poor condition, and is in need of cleaning or replacement. Signs should be retroreflective in order to optimize visibility at night. Additionally, the crosswalk signage includes "crosswalk lines", which although does not really create a problem, is not the current standard. When the City installs new signage, the current sign without crosswalk lines should be utilized. Lastly, when this signage is replaced, the City has the option of replacing the signage with fluorescent yellow-green signage, which many jurisdictions have adopted as part of their standard school zone signage. The current standard signage and optional color is shown below.

School Crossing
Assembly



On the eastbound approach to the intersection, approximately 345 feet from the crosswalk, there is a school speed limit assembly indicating a speed 20 MPH "when children are present or when flashing" as shown below. On the westbound approach to the intersection, the same signage is located approximately 320 feet from the crosswalk. Both school speed limit signs appear to not be retroreflective. The signs should be replaced with retroreflective signage and the fluorescent yellow-green signage as preferred by the City of Gladstone. The rider signage in both directions appears to be retroreflective. Both signs are equipped with flashing yellow beacons that are programmed to flash during certain hours.

On the eastbound approach to the intersection, approximately 485 feet from the crosswalk, there is school advance assembly signage with an "Ahead" rider as shown below. On the westbound approach to the intersection, the same signage is located approximately 430 feet from the crosswalk. Both the school advance and rider signage appear to not be retroreflective. The signs should be replaced with retroreflective signage and the fluorescent yellow-green signage as preferred by the City of Gladstone.

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CRASHES

Crash history was evaluated at and near the intersection from 2007 to July of 2011. Six crashes have been reported at the intersection during this period, while no pedestrians have been injured or struck. However, it does appear that the crashes are occurring as a result of pedestrians in the crosswalk.

The crash history is provided in Appendix D of this report.

PEDESTRIAN SIGNAL WARRANTS

There are two pedestrian based warrants described in the MUTCD, which are applicable for evaluation in the case of the intersection.

Section 4C.05 of the MUTCD provides a standard method of determining whether a full traffic signal is warranted based on the vehicular volumes along a major street and all pedestrians crossing that major road. The MUTCD states the following regarding "Warrant 4, Pedestrian Volume":

The need for a traffic control signal at an intersection or midblock crossing shall be considered if an engineering study finds that one of the following criteria is met:

- A. *For each of any 4 hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding pedestrians per hour crossing the major street (total of all crossings) all fall above the curve in Figure 4C-5; or*
- B. *For 1 hour (any four consecutive 15-minute periods) of an average day, the plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding pedestrians per hour crossing the major street (total of all crossings) falls above the curve in Figure 4C-7.*

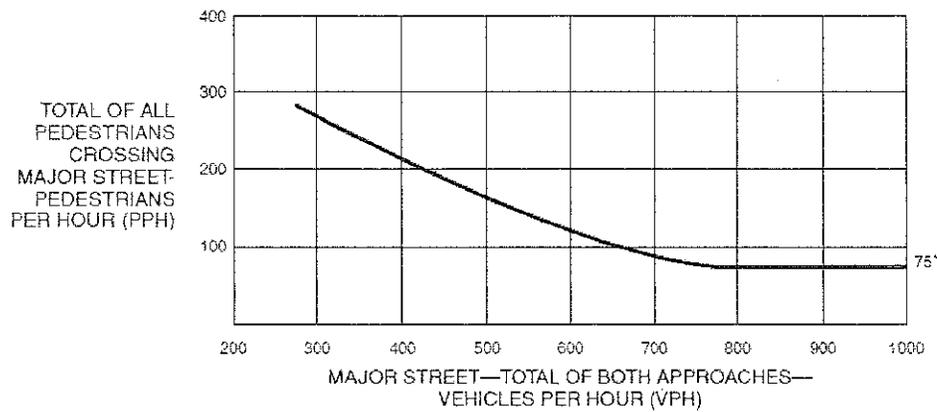
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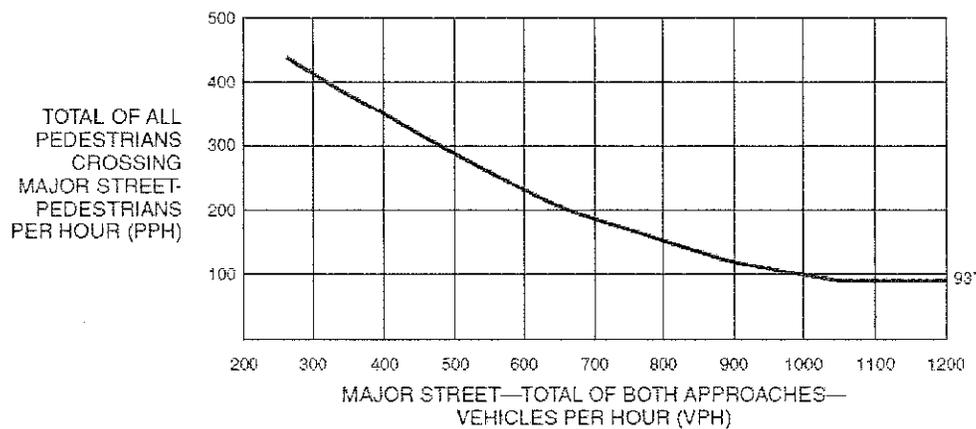
Option: If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 35 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, Figure 4C-6 may be used in place of Figure 4C-5 to evaluate Criterion A in Paragraph 2, and Figure 4C-8 may be used in place of Figure 4C-7 to evaluate Criterion B in Paragraph 2.

Figure 4C-6. Warrant 4, Pedestrian Four-Hour Volume (70% Factor)



*Note: 75 pph applies as the lower threshold volume.

Figure 4C-8. Warrant 4, Pedestrian Peak Hour (70% Factor)



*Note: 93 pph applies as the lower threshold volume.

The four-hour pedestrian volume does not exceed 75 pedestrians per hour and the peak hour pedestrian volume does not exceed 93 pedestrians per hour. Based on the Oatfield Road traffic volumes

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and the associated pedestrian volumes crossing Oatfield Road, it is clear that a traffic signal is not warranted at the intersection based upon traffic signal warrant #4.

A second MUTCD warrant requires analysis at this particular intersection, which addresses specifically the presence of schoolchildren. Section 4C.06 of the MUTCD provides a standard method of determining whether a full traffic signal is warranted based on the frequency and adequacy of gaps in the major street traffic stream and the number of schoolchildren crossing the major street. The MUTCD states the following regarding "Warrant 5, School Crossing":

The need for a traffic control signal shall be considered when an engineering study of the frequency and adequacy of gaps in the vehicular traffic stream as related to the number and size of groups of schoolchildren at an established school crossing across the major street shows that the number of adequate gaps in the traffic stream during the period when the schoolchildren are using the crossing is less than the number of minutes in the same period (see Section 7A.03) and there are a minimum of 20 schoolchildren during the highest crossing hour.

Section 7A.03 of the MUTCD states the following:

The frequency of gaps in the traffic stream that are sufficient for student crossing is different at each crossing location. When the delay between the occurrences of adequate gaps becomes excessive, students might become impatient and endanger themselves by attempting to cross the street during an inadequate gap. In these instances, the creation of sufficient gaps needs to be considered to accommodate the crossing demand.

A recommended method for determining the frequency and adequacy of gaps in the traffic stream is given in the "Traffic Control Devices Handbook"

Before a decision is made to install a traffic control signal, consideration shall be given to the implementation of other remedial measures, such as warning signs and flashers, school speed zones, school crossing guards, or a grade-separated crossing.

The Traffic Control Devices Handbook (TCDH) provides a framework for determining the number of available gaps in the traffic stream. The 2001 TCDH was consulted in this analysis.

Based upon a crossing distance of 45 feet and an average walking speed of 3.5 feet per seconds common to schoolchildren, it is assumed that a child would cross the east leg of Oatfield Road within the marked crosswalk in approximately 12.9 seconds. Assuming a start of time of 3 seconds as suggested as a possible assumption by the TCDH, a child could require up to 15.9 seconds to cross Oatfield Road.

Tube count data collected on October 12, 2011 was referenced to determine the number of adequate gaps. The period of 2:15 PM to 3:15 PM on that day was evaluated as the pedestrian study indicated that 33 pedestrians crossed the east leg of Oatfield Road during that period, the highest of any period during the 48-hour pedestrian count.

Based upon the tube count data, there were 45 gaps in excess of 15.9 seconds during the 2:15 to 3:15 PM period on October 12, 2011.

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As the number of pedestrians in this period exceeds 20 and the number of adequate gaps during the 60-minute period is less than 60, traffic signal warrant #5 of the MUTCD is met and *"the need for a traffic control signal shall be considered."*

Of course, as dictated by ORS 811.028, vehicles are required to stop for pedestrians within a crosswalk regardless of the presence of gaps for pedestrians. However, the presence of gaps in the traffic stream allow pedestrians to find their own gaps as needed and helps prevent them from potentially making a bad decision by losing patience with traffic. It is important to note that our analysis did not include an observation study to determine compliance with this particular law, which is a possible further step in the evaluation of options at this intersection.

While a pedestrian signal is warranted, there a number of other options that the City of Gladstone should consider prior to installing a full traffic signal as recommended by the MUTCD.

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RECOMMENDATIONS

As priorities and budget allow, we recommend that the City consider the following suggestions.

First, the City should consider a plan to replace the existing signage approaching the intersection as noted above. If this does not provide satisfactory results, additional measures should be considered. The City should also consider conducting a compliance study to determine how vehicles react to the pedestrians within the marked crosswalk of Oatfield Road.

Estimated Cost of Signage Replacement – \$1000

Estimated Cost of Compliance Study & Report – \$1000

Second, the City should consider contacting the City of Gladstone Police for enforcement of the school speed zone and crosswalk compliance. The results of the compliance study should be provided to Police staff. If this does not provide satisfactory results, additional measures should be considered.

Estimated Cost of Compliance Study & Report – \$0 to Gladstone Public Works

Third, the City should consider approaching the school district to determine if they have an existing "Safe Routes to School" plan in place. The City should also consider discussing the possibility of school provided crossing guards at the intersection prior to standard arrival times and just after departure times. The majority of pedestrians seen at the intersection are present during these times and targeted use of school crossing guards could provide a benefit to those pedestrians. If this does not provide satisfactory results, additional measures should be considered.

Estimated Cost of Compliance Study & Report – \$0 to Gladstone Public Works

Fourth, the City could consider a number of different technologies to assist both with compliance of the existing school speed zone and with compliance in the Oatfield Road crosswalk. The use of radar speed signs¹ is gaining popularity, especially in school speed zones. Radar speed signs collect and report the travel speed of a vehicle to its driver. If a vehicle is exceeding the speed limit, the sign provides feedback to the driver such as a customizable word message or by flashing the speed of the vehicle. Another tool gaining popularity are rectangular rapid flashing beacons (RRFB)². These devices have been shown to be extremely effective with improving compliance at crosswalks and can be used in concert with the school crosswalk assemblies. If this does not provide satisfactory results, additional measures should be considered.

Estimated Cost of Radar Speed Signs – \$20,000

Estimated Cost of Rectangular Rapid Flashing Beacons - \$15,000

¹ See Section 2B.13 of the 2009 MUTCD

² http://mutcd.fhwa.dot.gov/resources/interim_approval/ial1/stpetersburgprpt/results.htm

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Lastly, only after these other measures have determined to be ineffective, the City should consider the installation of a traffic signal. The costs for this potential improvement vary widely depending on the improvements provided. For instance, if the City were to install a full traffic signal, they may wish to consider left turn lanes on Oatfield Road. This would require extensive pavement widening, a new drainage system, new sidewalks, utility relocation, possible right-of-way acquisition and more. Further study should precede the decision to install a traffic signal.

Estimated Cost of Traffic Signal - \$150,000 to \$1,000,000+

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**INFORMATION
ONLY**

Current City Project Status - April 3, 2014 - DRAFT

Responsibility (R1-R3) & Authority (A1-A3)		PROJECT				STATUS					
R1 - City Admin. / ACA	R2 - City Staff	A1 - Voters	A2 - City Council	A3- Advisory Committee	R3 - Project Leader	Department	Project Type	PROJECT	START DATE	GOAL COMP. DATE	STATUS
								Current & Ongoing Projects			
								Developing Update for the Transportation System Plan		TBD	Preparing RFP
PB			CC		PB	City Hall	Misc. Capital Projects	Managing Rinearson Pond Project	2013	On Going	City Council authorized the City Administrator to sign the agreement with the Rinearson Natural Area Restoration Project 10/15/13
PB			CC		PB	City Hall	Misc. Capital Projects	Monitoring Lawsuit		On Going	As required
PB			CC		PB	City Hall	Misc. Capital Projects	Reviewing Options for City Hall/Police Facilities – On Going	08/14/12	On Going	The Council Last asked for more information related to Master Plan capital projects
PB			CC		PB	City Hall	Capital Projects	Patching Leaks in City Hall / Police Station Roof –	08/14/12	On Going	Three Leaks Repaired This Winter Along With Replacing Some Drywall in Police Station. City Council authorized staff to bid patching the roof.
PB	CS		CC		JM	City Hall	Support	Planning Commission	On Going	On Going	Advises City Council & City Administration as needed
PB	CS		CC	AC	JM	City Hall	Support	Supporting Planning Commission in Review of City Municipal Code –	On Going	On Going	Supporting as required
PB	CS		CC		PB	City Hall	Misc. Projects	Monitoring of City Finances	On Going	On Going	As required
PB	CS		CC		PB	City Hall	Misc. Projects	Implementing New Fee Schedule with Supporting Ordinances	On Going	On Going	Completing as needed
PB			CC		PB	City Hall	Misc. Projects	Coordinating with Gladstone-Oak Grove Rotary Club Regarding Gladstone Cultural Festival .		On Going	Special Events Ordinance 1442 approved 02/11/14
PB	CS		CC		PB	City Hall	Budget	FY 2015 Budget Process	Jan 2014	June-14	Scheduled

Responsibility (R1-R3) & Authority A1-A3							PROJECT	START DATE	GOAL COMP. DATE	STATUS
R1 - City Admin. / ACA	R2 - City Staff	A1 - Voters	A2 - City Council	A3 - Advisory Committee	R3 - Project Leader	Department				
PB			CC		PB	City Hall	Misc. Projects	02/11/14	03/11/14	Council to Set Date for Hearing
PB	CS		CC		PB	City Hall	Misc. Projects	06/11/13	05/13/14	Legislation approved a special Exotic Animal permit exception. City Attorney working on ordinance to revise City Code. Pat Clark needs to apply for State permit.
PB	CS		CC		PB	City Hall	Tool	11/12/13	04/30/14	The existing copies are not signed by the Mayor and dated accordingly. The Guidebook portion for the LRPT can now be included.
							Misc. Projects	01/14/14	04/08/14	Ordinance 1446 approved for ban 02/11/14 to be reconsidered again 02/25/14. City Council to consider ordinance proposed by City Attorney following passage of SB 1531
PB			CC	AC	PB	City Hall		12/10/13	02/13/14	Adopted for approval 12/10/13. In Process - Developing on web site
PB	CS		CC-TM		PB	City Hall	Tool	07/01/13	06/01/14	Reviewing with engineer
PB	CS		CC		PB	City Hall	Capital Projects		Open	Waiting on Response from Oak Lodge Sanitary District
PB			CC		PB	City Hall	Misc. Projects		Open	Waiting on Response from Planning, Building Inspection, Erosion Control. Waiting on response from County
PB			CC		PB	City Hall	Misc. Projects			

Current City Project Status - April 3, 2014 - DRAFT

Responsibility (R1-R3) & Authority A1-A3							PROJECT	START DATE	GOAL COMP. DATE	STATUS	
R1 - City Admin. / ACA	R2 - City Staff	A1 - Voters	A2 - City Council	A3 - Advisory Committee	R3 - Project Leader	Department	Project Type				
PB			CC		PB	City Hall	Misc. Projects	LED Street Lights	08/13/13	05/01/14	Complete with the exception of 4 lights
PB	CS		CC		PB	City Hall	Misc. Projects	Lake Oswego-Tigard Water Line Project			Project Agreement, Temporary Construction Easement & Permanent Waterline easement approved 10/08/13
PB			CC		SM	Fire Dept.	Equip.	Purchase of New Fire Truck	07/09/13	April-14	Approved at 07/09/13 Council Mtg. Construction in process, due 04/15/14
PB			CC		MF	Fire Dept.	Council Requirement	Fire Department Operations and Public Policy Plan.	11/12/13	06/30/14	An approved policy as noted in the City Council Guidebook
PB			CC				Misc. Projects	Adopting Ordinance 1444 for a new Chapter 15.32 Regarding Maintenance of Private Fire Hydrants	02/11/14	05/13/14	Ordinance to be modified and reviewed again for approval at May Council meeting
PB	CS		CC		MF	Fire Dept.	Support	Library Board	Ongoing	Ongoing	Support as required
PB			CC		IG	Library	Personnel	Working with American Federation of State and Municipal Employees (AFSME) regarding Personnel Issue		On Going	On going
PB			CC		IG	Library	Facility Upgrade	Planning and Implementing Library Improvement Projects as included on an "Immediate Critical Repairs" list sent to outside Engineering & Contractors to determine facility repair needs..	07/09/13	On Going	Several Projects have been completed with community & City Administration support.
PB			CC		PB	Library	Facility Upgrade	Coordinating with Clackamas County Staff Regarding Library Facility		May-14	First meeting held 02/10/14 On Going
PB	CS		CC- TM		PB	Library	Facility Upgrade	Supporting New Library Advisory Committee	02/10/14	May-14	First meeting held 02/10/14
PB	CS		CC		IG	Library	Personnel	Advertising for Vacant Library Position	02/11/14	May-14	In Process
PB			CC				Council Requirement	Library Operations and Public Policy Plan.	11/12/13	06/30/14	An approved policy as noted in the City Council Guidebook

Responsibility (R1-R3) & Authority A1-A3							PROJECT	START DATE	GOAL COMP. DATE	STATUS
R1 - City Admin. / ACA	R2 - City Staff	A1 - Voters	A2 - City Council	A3- Advisory Committee	R3 - Project Leader	Department				
PB		CC	CC		JP	Police Dept.	Equip.	02/11/14	April-14	Approved 02/11/14. Tentative date of sometime in April.
PB		CC	CC		JP	Police Dept.	Personne	Nov-13		Preparing Memorandum of Understanding (MOU) Following Review by Attorneys
PB		CC	CC		ST	Public Works-Misc.	Council Require-ment	11/12/13	06/30/14	An approved policy as noted in the City Council Guidebook
PB	CS		CC	AC	ST	Public Works-Park & Recre.	Park & Recreation Board	Ongoing	Ongoing	Advises City Council & City Administration as needed
PB		CC	CC		ST	Public Works-Park & Recre.	Support	2013	April 14	Staff evaluating insurance issue and park conflicts. Park and Rec Board to advise in April.
PB		CC	CC		ST	Public Works-Park & Recre.	Support	04/12/11		Zoning question being reviewed by Planning Commission On 02/18/14. Issues whether this park should be or shouldn't be located at present location.
PB	CS		CC		ST	Public Works-Park & Recre.	Support	2013	05/01/14	Staff working on request for qualifications
PB			CC		ST	Public Works-Sewer	Master Plan		05/01/14	RFP for City Council Consideration

Current City Project Status - April 3, 2014 - DRAFT

Responsibility (R1-R3) & Authority (A1-A3)								PROJECT	START DATE	GOAL COMP. DATE	STATUS
R1 - City Admin. / ACA	R2 - City Staff	A1 - Voters	A2 - City Council	A3- Advisory Committee	R3 - Project Leader	Department	Project Type				
PB			CC		ST	Public Works-Storm Sewer	Master Plan	Supporting Stormwater and Water Master Plan Development		Late Spring 2014	RFP for City Council Consideration approved 08/13/13 to make needed repairs while awaiting Master Plan completion. Work completion. Update on City Council 04/08/14 meeting.
PB	CS		CC	AC	ST	Public Works-Traffic Safety	Support	Traffic Safety Commission	On Going	On Going	Advises City Council & City Administration as needed
PB			CC	AC	ST	Public Works-Traffic Safety	Traffic Safety	Purchase and Install Flashing Signs at Oatfield & Ridgeway Dr.	02/11/14	05/30/14	Reviewed 02/11/14. Quote available 04/08/14
PB	CS		CC	AC	ST	Public Works-Traffic Safety	Traffic Safety	Send Letter to Oregon Department of Transportation to Lower Speed Limit on McLoughlin Blvd.	02/11/14	05/13/14	Reviewed 02/11/14. State ODOT paperwork received waiting on engineer portion of form
PB	CS		CC		ST	Public Works-Traffic Safety	Traffic Safety	Council Discussion Re: Strawberry Lane / Roots Rd. Intersection Traffic Concern.	02/11/14		Evidently - Prior discussion regarding safety concerns asked to be revisited.
PB	CS		CC	AC	RB	Senior Center	Support	Senior Center Advisory Committee	Ongoing	Ongoing	Advises City Council & City Administration as needed
PB			CC		RB	Senior Center	Council Requirement	Senior Center Operations and Public Policy Plan.	11/12/13	06/30/14	An approved policy as noted in the City Council Guidebook



Gladstone Senior Center
Monthly Reports March 2014

Days Center Open 21 Center Attendance 976

On going events		Hours 8:00 to 5:00		All are once a week	
Foot clinic (1 mon)	23	Hikers	9	Bingo	70
Exercise (2x wk)	83	Yoga	194	Pinochle	140
Tai Chi (3x wk)	52	Wii	12	Bunco	38
Blood pressure(1 mon)	14	Cribbage	22	Bridge	58
Sing-a -long (1X wk)	43	Potluck	32	Book club	11
Music classes(1 wk)	12	Walkers	0	Computer	16

Nurition Program

Congregate Meals	327	Home-bound Meals served	594
# of days served	12	# of days served & weekend	31
Donations	\$593.95	Donations	\$680.00
Donations per meal	\$1.81	Donations per meal	\$1.14

Volunteers Hrs.		After 5:00 Hours Activities	
Nutrition	142	Tai Chi 2	24
HBM Driver	96	Yoga	72
Other Volunteers	168	Dancing classes	21
Center Total	406	Paint Classes	16
TRAM		Tia Chi	24
Total days	16	Special Events	
One way rides	241	AARP Driving classs	28
Donations	\$317.00	St Patricks party	71
Donations per ride	\$1.32	AARP Taxes 4 days	86

Center activities included March for meals fundraisers made over \$2500.

Social Service

Case Management	Per hour	units	10
Reassurance	each unit		24
Infromation & Assist.	each unit		114
Computer classes			20

April 3, 2014

Council Information

We are so lucky to have such dedicated volunteer who drive the Home bound meals routes in our community.

For our March for Meals campaign Mayor Wade Byers, Chief Jim Pride, Councilors Kari Martinez, Neal Reisner, Tom Mersereau all rode around with our drivers, to raise awareness of senior hunger in our community. Thank you for giving of your time on this worthy campaign.

Through many efforts organized by Jamie Southworth the Center raised \$2,500.in the month of March for this event.

The Center was able to transport a Gladstone resident to the Safe Place in O. C. she was a victim of domestic violence. Staff was able to connect a 70 year old to the SHIBA program to gain help with his medicine. He is unable to pay for his diabetic medicines. The AARP tax assistance program is helping all ages of citizens complete their returns. Also we had 28 students in the Safe Driver course in March. Just a few of the many calls we receive at the Center to connect the public with assistance.

Submitted by Rhonda Bremmeyer

March 10, 2014

Dear Gladstone Senior Center,

On behalf of AARP Driver Safety, I would like to call your attention to a new national award that is being bestowed annually upon the top 100 organizations that promote safe driving in their communities through AARP Driver Safety. This award is named the "Top 100 Host" Award, and is designed to recognize community-based senior centers, libraries, hospitals, banks, and other organizations that regularly hold AARP Driver Safety's driving refresher courses.

AARP Driver Safety's Top 100 Hosts are recognized based on the following criteria. Of the 18,000+ organizations that hold a course each year, we select the top 75 hosts that reach the largest number of participants. From the remaining organizations, the next 25 hosts that hold the highest number of courses are selected. Using these criteria allows us to recognize hosts that are tremendously supportive, but may not be located in as densely populated areas. Generally, a Top 100 Host holds more than 10 courses a year and serves 300 or more participants through AARP Driver Safety.

While Gladstone Senior Center was not a recipient in the inaugural Top 100 Host list (recognizing those who held courses from January 1 through December 31, 2013), you were among the top three percent of all hosts nationwide. Congratulations! We appreciate your ongoing support, and would love to be able to recognize Gladstone Senior Center as a Top 100 Host in 2014.

I would like to extend a heartfelt *thank you* to you and your staff for your leadership, commitment and generosity. Thanks to your hard work, your community is safer for all road-users, and drivers are safer, and more confident behind the wheel.

On behalf of AARP Driver Safety and the volunteers with whom you work closely, thanks for all that you do and we hope to be reaching out to you next year when we announce the Top 100 Hosts for 2014.

Sincerely,



Julie E. Lee
Vice President & National Director
AARP Driver Safety

