

**GLADSTONE CITY COUNCIL
REGULAR MEETING
CITY HALL COUNCIL CHAMBERS
February 9, 2016 – 6:30 PM**

6:00 p.m. EXECUTIVE SESSION – 192.660 (2)(a) To consider the employment of a public officer, employee, staff member or individual agent

6:30 p.m.
CALL TO ORDER
ROLL CALL
FLAG SALUTE

AGENDA ADDITIONS OR CORRECTIONS

BUSINESS FROM THE AUDIENCE

Visitors: Presentations not scheduled on the Agenda are limited to three (3) minutes. Longer presentations should be submitted to the Assistant City Administrator two weeks prior to the Tuesday City Council meeting. Cards are available in the back of the room for anyone who wishes to comment on an item on the Regular Agenda.

CONSENT AGENDA

1. Approval of Minutes – December 16, 2015 and January 26, 2016 Meeting
2. Approval of Intergovernmental Agreement with Clackamas Fire District #1 for Provisional Fleet Maintenance Services
3. Approval of Resolution 1074 - A Resolution Designating U.S. Bank National Association as the City's Designated Depository and Authorizing Certain City Officials to Withdraw Funds
4. Approval of Monthly Projects – (updated list will be provided at meeting)
5. Approval of Monthly Reports

CORRESPONDENCE - None

REGULAR AGENDA

6. Update on the Rinearson Natural Area Project from the Project Developer – Bobby Proutt (no attachments)
7. Appointment Process for Mayor
8. Gladstone Library/City Hall Preliminary Project Schedule

BUSINESS CARRIED FORWARD – Update

- a. Update on Dahl Beach/Bulkhead
- b. Update on Work Session for NPDES/MS4
- c. Council Retreat Follow-up

BUSINESS FROM THE AUDIENCE – This is the second opportunity for the Audience to address Council on any item not on the Agenda.

BUSINESS FROM THE COUNCIL

ADJOURN



CONSENT AGENDA

GLADSTONE CITY COUNCIL MEETING MINUTES of December 16, 2015

Meeting was called to order at 5:00 PM.

ROLL CALL:

Councilor Sieckmann, Councilor Mersereau, Councilor Johnson, Councilor Turner, Councilor Reisner, and Mayor Jacobellis.

ABSENT:

Councilor McMahan.

STAFF:

Ross Schultz, Interim City Administrator; Jolene Morishita Assistant City Administrator.

AGENDA ADDITIONS OR CORRECTIONS: None.

BUSINESS FROM THE COUNCIL: None.

BUSINESS FROM THE AUDIENCE:

Nancy and John Eichstadt congratulated the City on the plans for new/upgraded facilities, however, they have an issue with using/destroying the Gladstone Nature Park to fund the projects.

Lisa Halcom asked where the parking for the City Hall/Library would be.

CONSENT AGENDA: None.

CORRESPONDENCE: None.

REGULAR AGENDA:

1. Resolution No. 1068 – Authorizing Approval of Employment Contract for City Administrator, Eric Swanson: Councilor Johnson made a motion to approve the resolution. Motion was seconded by Councilor Reisner.

Discussion: Councilor Sieckmann asked for clarification regarding vacation/sick time. Councilor Johnson asked for clarification regarding administrative leave. *Motion passed unanimously.*

2. Resolution No. 1069 – Authorizing Staff to begin a Project to Construct a Library/City Hall on 525 Portland Avenue and a Plan for a New Police Station: Councilor Johnson asked if the second “whereas” is enough to compel Clackamas County to pay their share – Mr. Schultz feels it is. Councilor Johnson made a motion to approve the resolution. Motion was seconded by Councilor Mersereau.

Discussion: Councilor Turner wanted to clarify the square footage. Mayor Jacobellis said that during the preliminary discussions each site location plan contained a component for sufficient parking. *Motion passed unanimously.*

Councilor Sieckmann asked if the information/documents that were made available to them during executive session would be made public record. Mr. Schultz said he would check with the City Attorney.

3. Resolution No. 1070 – Designating U.S. National Association as the City’s Designated Depository and Authorizing Certain City Officials to Withdraw Funds: Councilor Reisner made a motion to approve the resolution. Motion was seconded by Councilor Turner. Motion passed unanimously.

4. Resolution No. 1071 – A Resolution Authorizing Certain City Officials to Withdraw/Transfer Funds from Oregon State Treasury on Behalf of the City: *Councilor Reisner made a motion to approve the resolution. Motion was seconded by Councilor Sieckmann.*

Discussion: Councilor Turner wanted to clarify why two signatures were not required. *Motion passed unanimously.*

5. Resolution No. 1072 – Approval of Contract Modifications to Interim City Administrator’s Contract: *Councilor Sieckmann made a motion to approve the resolution. Motion was seconded by Councilor Johnson. Motion passed unanimously.*

BUSINESS FROM THE AUDIENCE:

None.

BUSINESS FROM THE COUNCIL:

Councilor Reisner:

He wanted to wish everyone a Merry Christmas and happy New Year.

Councilor Johnson:

Asked if the Council was going to allow the City to send out the press releases he has written. The rest of the Council agreed. He said the Council has had a very busy year and they need to continue to look outward and look toward what they can do best to serve the community and to be very cautious about getting distracted since they still have a lot of work to do. He feels the Council should consider taking a well-deserved break and come back refreshed on January 12th. He also wanted to wish everyone a Merry Christmas and happy New Year.

Councilor Mersereau:

He wanted to wish everyone happy holidays.

Councilor Sieckmann:

He also wanted to wish everyone a Merry Christmas and happy New Year.

Mayor Jacobellis:

He had a meeting today regarding the Downtown Revitalization grant. Jenny Lipscomb is going to be our Owner’s Representative and her first order of business will be to put out the RFQ’s for consultants to work on the plan itself. The timeline should be 6-9 months to completion. This should tie in with the Urban Renewal Committee. Mr. Schultz said he also met with Metro regarding a \$225,000 federal/ODOT grant with a \$23,000 match from the City to rebuild the bridge that went between Gladstone and Oregon City. The timeline for the project is approximately 18 months.

ADJOURN:

Meeting adjourned.

Approved by the Mayor this _____ day of _____, 2016.

ATTEST:

Acting Mayor

Jolene Morishita, Assistant City Administrator

GLADSTONE CITY COUNCIL MEETING MINUTES of January 26, 2016

Meeting was called to order.

ROLL CALL:

Councilor Sieckmann, Council President Mersereau, Councilor Johnson, Councilor Turner, Councilor McMahon, Councilor Reisner.

ABSENT:

Mayor Jacobellis.

STAFF:

Eric Swanson, City Administrator; Jolene Morishita Assistant City Administrator; David Doughman, City Attorney; Jim Whynot, Public Works Director.

AGENDA ADDITIONS OR CORRECTIONS:

Mr. Swanson asked that item #8 from the regular agenda be pulled – they are not yet ready to make a recommendation for the new Fire Chief. He also wanted to add a letter from Mayor Jacobellis to Correspondence.

BUSINESS FROM THE AUDIENCE:

None.

CONSENT AGENDA:

1. Approval of Minutes from the January 12, 2016 Meeting.
2. Approval of Month Ending Balance.

Councilor Sieckmann made a motion to approve the consent agenda. Motion was seconded by Councilor Johnson. Motion passed unanimously.

CORRESPONDENCE:

Resignation letter from Mayor Jacobellis: Mr. Swanson has made a press release and it will be sent out to the media tomorrow. Various options will be discussed at the next meeting.

REGULAR AGENDA:

3. Municipal Court Presentation:
Judge Linda Belooof gave her professional background information and her present duties. She shared her views on handling cases, restitution, sentencing, etc. She explained what happens during a typical court date. She said that Attendance Court has been very successful. She gave some statistics from the court dates in December. Officer Okerman explained that they have received a grant through ODOT to purchase two moving radar units to be installed in patrol vehicles.
4. Appointment to City Charter Review Advisory Committee:
Councilor Johnson made a motion to appoint Bob Everett and Linda Neace to the Charter Committee. Motion was seconded by Councilor Sieckmann.

Discussion: None. *Motion passed unanimously.*

Councilor Reisner and Councilor Sieckmann made a motion to appoint Eli Bliss to the Charter Committee. Motion was seconded by Councilor McMahon.

Discussion: Councilor Johnson asked if it was appropriate to appoint a high school student to the committee. Mr. Doughman did not see any issues with it. Councilor Reisner said that he supports Mr. Bliss. Councilor Johnson does not feel it's a wise decision to appoint a child to this committee. Councilor Sieckmann also has concerns about setting a precedent. Councilors Turner and Mersereau both felt that Mr. Bliss had an excellent resume'. *Assistant City Administrator Morishita took a roll call vote: Councilor Sieckmann: yes. Councilor Johnson: no. Councilor Turner: no. Councilor McMahon: yes. Councilor Reisner: yes. Councilor Mersereau: yes. Motion passed.*

Councilor Reisner nominated Councilors Johnson and Mersereau to be appointed to the committee. Motion was seconded by Councilor McMahon. Motion passed unanimously.

5. Intergovernmental Agreement between Clackamas County Service District No. 1 and the City of Gladstone:

Jim Whynot, Public Works Director, explained that the current IGA has expired and he feels it is in the best interest of the City to renew it. Councilor Johnson asked if there were any alternatives – Mr. Whynot said he has not looked into that. There was a discussion regarding costs. Councilor Sieckmann pointed out an error in regard to the section addressing payment.

Councilor Reisner made a motion to allow the City Administrator to sign the IGA for storm water sampling as amended. Motion was seconded by Councilor Turner.

Discussion: Councilor Johnson said it pains him to enter into a contract with CCSD1 and give them our business, but it appears that this is the right answer. Councilor Reisner agreed. *Motion passed unanimously.*

6. Award Contract to Low Bidder to Construct the Meldrum Bar Park Storm Drainage Improvements:

Mr. Swanson went over some background information on the process, the project, benefits, work study, etc. He said there are some things that have been brought up that need to be addressed before making a decision. Mr. Whynot added that the City has already spent approximately \$11,000 for the design portion of the project. Councilor Sieckmann said that this project is not required by DEQ, but our MPDS permit requires certain things that this project would cover. There was discussion regarding who identified the project, leaves being dumped there, expense requirements, etc.

7. Tri-Cities Discussion:

Councilor Johnson gave an update on the advisory committees. He has concerns about how the County is treating them. He feels we should consider discontinuing participating in the regional waste water meetings. There was a discussion regarding governance.

BUSINESS CARRIED FORWARD – Update:

Mr. Swanson wanted to thank everyone involved in the strategic planning/goal setting session on Saturday.

BUSINESS FROM THE AUDIENCE:

None.

BUSINESS FROM THE COUNCIL:

Councilor Turner:

Agreed that it was a great session on Saturday.

Councilor Reisner:

The traffic safety meeting last night was well attended. They are considering a radar van proposal, possibly turning West Clackamas Boulevard into a one-way, and possibly adding/changing parking times along Portland Avenue. The next meeting is on February 22nd. The Parks Board is meeting next Monday. Park rules are on the agenda. He also felt the session on Saturday was great.

Councilor Johnson:

He was at the North Clackamas County Water Commission meeting this evening. One of the items that came up was that they are starting the budget process and we need to assign a budget committee member. He would like to put this on the agenda for the next Council meeting. He volunteered Gladstone to host the next Library District Advisory Committee meeting on February 11th. He would like to have fellow councilors attend. He also feels that the retreat was very good and thanked everyone for their hard work.

Councilor Sieckmann:

He attended the last Planning Commission meeting. They said they are not getting input on their packets from department heads so they aren't sure if they have been reviewed. They would like an indicator from department heads as to whether they have reviewed the information. Mr. Swanson will bring this up at the next department head meeting. The Planning Commission re-elected Tammy Stempel as Chair and Malachi de AElfweald as Vice Chair. Coffee with a Councilor – there is a new sign-up sheet for the next year. He will attend any events that have less than three councilors signed up. There is a State of the Cities address tomorrow – he wanted to make sure the City was represented. Mr. Swanson said he will be attending and Council President Mersereau will also.

Councilor Mersereau:

He wanted to say that the retreat was very positive. He appreciates that citizens are attending more meetings.

ADJOURN:

Meeting adjourned.

Approved by the Acting Mayor this _____ day of _____, 2016.

ATTEST:

Acting Mayor

Jolene Morishita, Assistant City Administrator

City of Gladstone Staff Report

Report Date: 2/1/2016
Meeting Date: 2/9/2016
To: City Council
From: Stan Monte, Fire Chief

AGENDA ITEM

Inter Governmental Agreement with Clackamas Fire District #1 for Provisional Fleet Maintenance Services.

History/Background

Since 2011 The Gladstone Fire Department (GFD) has been held an IGA with Tualatin Valley Fire & Rescue (TVFR) for fleet maintenance and repair of the fire department engines and equipment. This resulted in our assuring reliable, local, qualified, and expedient service of our fire equipment. This arrangement also allowed us to stabilize our payment structure and closely follow future needed costs.

Recently TVFR has relinquished their Clackamas Maintenance Department to Clackamas Fire District #1 (CFD). CFD has mirrored TVF&R's model, retained the same trained personnel and is offering the same services. CFD has also offered to continue providing Gladstone the services it received from TFVR.

Proposal

Although Gladstone Fire Department was very satisfied with the arrangement and service provided by TVFR, the time and distance to travel to their maintenance location is not cost effective when compared to the local arrangement offered by CFD.

The IGA offer by CFD is in essence identical to the previous agreement held with TVFR including a yearly automatic renewal with an anticipated yearly 2 - 5% increase.

Options

- Approve IGA with Clackamas Fire district #1 incurs no additional costs, saves travel time, mileage and expenses, estimated \$2,000 - \$4,500 per year.
- Continue existing IGA with Tualatin Valley Fire and Rescue incurring additional cost in travel time, mileage and expenses, estimated \$2,000 - \$4,500 per year.

Cost Impact

No additional costs. (see above)

Recommended Staff Action

Staff recommends City Council motion to approve the Intergovernmental Agreement with Clackamas Fire District #1 for the Provision of Fleet Maintenance Services.

Department Head
Signature Stan Monte Date 2/1/16

City Administrator
Signature [Signature] Date 2/2/16

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF FLEET MAINTENANCE SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT FOR FLEET MAINTENANCE SERVICES ("Agreement") is entered into pursuant to ORS Chapter 190 ("Intergovernmental Cooperation") by and between Gladstone Fire Department ("Gladstone") and Clackamas Fire District #1 ("Clackamas") (collectively, the "Parties") to provide for fleet maintenance services. Clackamas is a rural fire protection district formed under ORS Chapter 478 and Gladstone is a department of the City of Gladstone. Both are units of local government under Oregon law.

RECITALS

- A. Gladstone and Clackamas provide fire, rescue, and emergency services within their respective adjacent jurisdictions, utilizing both career and volunteer personnel.
- B. Clackamas operates a fleet maintenance facility and services and Gladstone desires to obtain such services from Clackamas.
- C. Gladstone and Clackamas desire to provide efficient and affordable service to their respective communities by taking advantage of economies of scale and the relative strengths of each Party, and by minimizing unnecessary and costly duplication of services through intergovernmental cooperation.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties hereby agree as follows:

AGREEMENT

1. Effective Date, Term, Renewal Term. This Agreement shall be effective on the date it is signed by both parties. The initial term shall be from the date it is signed by both parties until June 30, 2018, unless sooner terminated as provided herein. The Parties hereby agree to provide the following service on the following dates:
 - a. From July 1, 2016 until June 30, 2017, Clackamas agrees to provide Full Fleet Maintenance Services as further described in Section 2b, unless otherwise terminated as provided elsewhere in this Agreement.
 - b. Renewal Term. The term of this Agreement shall renew for five (5) additional one (1) year terms unless either Party has provided at least nine (9) months written notice of its intent not to renew. Upon notice of an intent not to renew, both Parties will work in good faith to assist with an effective transition of services.
2. Services. The Parties agree that the Services shall be as provided in the following documents: 1) this Agreement; and 2) the attached Scope of Work, which is incorporated into this

Agreement by this reference. Notwithstanding the immediately preceding, the Services shall be limited as described below.

- a. From July 1, 2016 until June 30, 2017, Full Fleet Services will be provided as follows: Service, repair, and maintenance for identified Gladstone Fire apparatus and vehicles as described in the attached Scope of Work.

3. Compensation.

- a. Clackamas agrees to provide monthly invoices to Gladstone and Gladstone agrees to pay Clackamas the invoiced amounts, which shall reflect the cost of Services, including the labor, management software, technical support, warehousing, maintenance, parts and supplies, capital equipment, and other goods and services required under Section 2, Services. Invoices will be provided monthly on or before the first of each month, and payment is due within 30 days of the date of invoice. Invoice may be by electronic means. Any disputes with regard to required payments under this Agreement shall be resolved by the Clackamas and Gladstone Fire Chiefs. Any dispute that cannot be resolved by the Fire Chiefs shall be presented to each respective Board and Council for possible resolution prior to any collection proceedings being initiated by either Party.
 - b. From July 1, 2016 until June 30, 2017, Clackamas will invoice Gladstone at a monthly rate of \$2152.23.
 - c. After July 1, 2017, Clackamas will invoice Gladstone at a rate which Clackamas, in consultation with Gladstone, shall establish and have published by October 1 of each year for implementation on July 1 of the following year.
 - d. Amounts invoiced shall include all Services provided in Section 2, Services. In the event Gladstone requests and Clackamas provides services beyond the Scope of Work, Clackamas may charge additional amounts to the monthly invoice. The Parties shall agree to the rate for such services in advance.
 - e. The compensation and Scope of Work is based upon the current number and configuration of the Gladstone Fleet, as identified in Exhibit "A". In the event of a change in the number or configuration of the Gladstone Fleet, the Parties shall agree to a revised compensation schedule.
 - f. Parts and supplies are not included in the hourly or monthly rates of providing the Services in Section 3 b and c. Gladstone will be billed monthly for all parts and supplies used to maintain the Gladstone Fleet.
4. Integration of Services. Clackamas agrees to provide the Services as a fully integrated operation of Clackamas Fleet Services. Services will be provided in the same manner and quality as Clackamas provides such services to its own fleet. The parties agree to work together in good faith to develop protocols as necessary to effect the integration of the services provided.
5. Capacity to Perform Within Scope of Work. Clackamas will assign priority for Services taking into consideration both Parties' fleet, timelines, and needs, as well as Clackamas' obligations under Section 2, Services and Clackamas's own policies and procedures, as they may be changed from time to time. The Parties will discuss timelines prior to initiating Services under this Agreement.

6. **Assignment.** This Agreement may not be assigned by either party without the written consent of the other party. However, pursuant to Clackamas policies and procedures, and as provided in the Scope of Work, when work exceeds Clackamas' capability, training or certification, Clackamas may assign the work to third party vendors, after consultation and written approval from the Gladstone Fleet Services Liaison. When the work has been so assigned, Clackamas may, at its discretion, manage the third party vendor and Gladstone agrees to be responsible for payment and final approval of the work. The indemnity provisions of this agreement do not apply when work is assigned to third party vendors.

7. **Technician Training and Qualifications and Purchases.** All Clackamas employees shall be licensed or certified for the work performed under this Agreement, if such is required under Oregon law or industry standards. Gladstone shall bear the cost of any required specialized training on Gladstone apparatus or components, if such training is different in type or brand from standards used by Clackamas. Both Parties agree that all supplies, equipment, and services purchased will comply with Oregon's public purchasing guidelines as adopted by Clackamas.

8. **Operational Coordination.**
 - a. Clackamas and Gladstone will each provide a liaison to coordinate and ensure the efficient provision of day-to-day services. The Liaison for Clackamas will be the Fleet Director and/or Fleet Technician Supervisor, and the liaison for Gladstone will be the Fleet Service Liaison.

 - b. Each of the Parties shall have the right to inspect, at any reasonable time, such records in the possession, custody, or control of the other Party necessary for review of the other Party's obligations and its rights under this Agreement. The cost of such inspection shall be borne by the inspecting Party. This right does not extend to records privileged or otherwise exempt from disclosure under applicable law. Any Party required under this Agreement to create or develop records must maintain those records for inspection.

9. **Safety.**
 - a. When Clackamas is performing services at a Gladstone fire station or other Gladstone facility, at any non-Clackamas location, or roadside, at least one Gladstone employee or a volunteer shall remain on-scene until Clackamas releases or transports the apparatus or vehicle. This provision shall not apply to the services provided by Clackamas at the Fleet Services Facility.

 - b. Clackamas shall notify Gladstone of any faulty equipment or apparatus that it believes jeopardizes the safe operation of any Gladstone vehicle or apparatus.

 - c. Clackamas shall not be required to place into service any apparatus that Clackamas deems unsafe, or be required to perform work if such work cannot, in Clackamas's sole discretion, be performed safely or effectively. Gladstone shall make the final decision whether to authorize or release a vehicle for use; however, if the parties disagree about the release, either party may initiate the dispute resolution procedure of Section 17. Such procedures shall not delay return of the vehicle to Gladstone, if Gladstone requests the release in writing and signs a defense and indemnification agreement for such release.

10. Standard of Care. Clackamas shall provide all services with reasonable care. Should parts or repair procedures fail due to defective workmanship by Clackamas during the first 30 days or within 2,000 miles, whichever comes first, Clackamas shall remedy the repair at no cost to Gladstone.
11. Termination.
 - a. This Agreement may be terminated by either party, without cause, by giving nine (9) months' written notice to the other party. In such case, the parties will work in good faith to effect a transition of the services to the other service provider chosen by Gladstone.
 - b. Clackamas may terminate upon 30 days' notice for failure of Gladstone to pay any sums when due.
12. Liability; Indemnity.
 - a. Each party shall be responsible for the acts of their respective employees, officers, and agents under this Agreement. No party, nor any elected and appointed official, officer, board member, employee, volunteer, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions, failures to act, or willful misconduct of the other party, their officers, board members, employees, volunteers or agents, in connection with this Agreement or arising out of any work performed under this Agreement.
 - b. Notwithstanding anything to the contrary in Section 12 (a) above and subject to the tort limits in Oregon Law (ORS 30.260 through 30.300) and the Oregon Constitution, (Article XI, Section 7), Clackamas and Gladstone each agree to defend and indemnify the each other against any and all third party liabilities, causes of action, damages, or costs for injury or damage to life or property related to or arising from actions or failures to act under this Agreement. The obligations assumed hereunder shall survive the termination or expiration of this Agreement.
13. Insurance.
 - a. Each party shall maintain comprehensive general liability insurance or sufficient self-insurance reserves to cover all risks of damage or loss in the form of personal injury, bodily injury, or property damage for which either party may be liable for its acts or omissions done in the course and scope of its business, in the minimum amounts for which public entities are liable under Oregon Revised Statutes as those statutes now exist or may be amended, but in no event shall the amount of coverage for such risks be less than \$1,000,000 Combined Single Limit Bodily Injury, Property Damage, and Personal Injury in any one occurrence, and \$3,000,000 in the aggregate.
 - b. Neither party shall be liable to the other for any loss or damage to their facilities, vehicles, apparatus, equipment or other property arising from any cause for which it could have insured against under the parties normal policies, such as fire. Each party, on behalf of its insurer, waives any right of subrogation that it might have against the other party.
 - c. Clackamas reserves the right to require additional insurance coverage, limits, and terms. This insurance shall be considered as primary insurance and exclusive of any insurance carried by Clackamas, and the insurance evidenced by the required certificates shall be

exhausted first, notwithstanding the fact that Clackamas may have other valid and collectible insurance covering the same risk.

14. Personnel.

- a. Each party to this Agreement agrees to provide worker's compensation insurance coverage to its employees and volunteers, and; each Party shall supervise their individual employees and volunteers while working under this Agreement. The intent of this provision is to prevent the creation of any "special employer" relationships under Oregon workers' compensation law, PERS regulations, or other state or federal laws/
- b. Each of the Parties hereto is an independent agency for purposes of this Agreement. No representative, agent, employee, or contractor of one Party shall be deemed to be an employee, agent, or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, employee, partnership, joint venture, or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- c. Clackamas and its employees are not employees of Gladstone and are not eligible for any benefits through Gladstone, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits. Gladstone and its employees are not employees of Clackamas and are not eligible for any benefits through Clackamas, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

15. Waiver. The failure of either party to insist upon the strict performance of any of the terms, covenants or conditions of this agreement shall not be deemed a waiver of any right or remedy that either party may have, and shall not be deemed a waiver of either party's rights to require the strict performance of all terms, covenants and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants or conditions.

16. Force Majeure. No party to this Agreement shall be held responsible for delay or default caused by fires, riots, acts of God and/or war, labor shortages, or other conditions beyond the Parties' reasonable control.

17. Dispute Resolution Process. In the event there are disputes or claims related to or arising under this Agreement, the following dispute resolution process will be followed. It is the intent of the parties to solve the disputes and claims at the lowest level possible, and the issues and resolutions will be documented by mutually agreeable memorandum, if applicable.

- a. Consideration and resolution by and between the Clackamas Fleet Director and the Gladstone Fleet Service Liaison.
- b. Consideration and resolution by and between the Clackamas Emergency Services Deputy Chief and the Gladstone Operations Chief.
- c. Consideration and resolution by and between the Clackamas Fire Chief and the Gladstone Fire Chief.

- d. In the event the disputes or claims cannot be resolved under the above process, the dispute or claim shall be subject to binding arbitration. Arbitration shall be conducted pursuant to the rules of the Arbitration Service of Portland, and shall be conducted in Clackamas County, Oregon, unless otherwise agreed by the parties.
 - e. In the event of any arbitration arising out of or relating to this Agreement or the enforcement thereof, the prevailing party in such action shall be entitled to recover its reasonable attorney fees, costs, and expenses from the non-prevailing party.
 - f. The laws of the State of Oregon shall be applied in the interpretation, execution, and enforcement of this Agreement.
18. Notices. All notices under this Agreement shall be deemed to be given when delivered personally to the person designated below or when three (3) day have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid, or on the next addressed business day if sent by express mail, or by electronic means, to the party to which the Notice is being given, as follows:
- Gladstone Fire Department
555 Portland Ave.
Gladstone OR 97027
Fire Chief Stan Monte
- Clackamas Fire District #1
11300 SE Fuller Road
Milwaukie, OR 97222
Fire Chief Fred Charlton
19. Written Agreement. This Agreement represents the entire understanding by and between the parties with respect to the matters contained herein. Any prior or contemporaneous oral or written agreements by and between the parties or their agents and representatives relative to the matters contained herein are revoked and extinguished by this Agreement.
20. Modification. This Agreement may be amended only by written instrument, signed by both Clackamas and Gladstone.

CLACKAMAS FIRE DISTRICT #1, A RURAL
FIRE PROTECTION DISTRICT

GLADSTONE FIRE DEPARTMENT

By: _____
Fred Charlton
Fire Chief

By: _____
Stan Monte
Fire Chief

Date: _____

Date: _____

SCOPE OF WORK

1. Clackamas will provide fleet maintenance and repair services ("Services") for the below-listed apparatus. If Gladstone needs Services for additional or different apparatus or additional Services, the Parties must agree in writing to a revised list and compensation rate. Services will be provided consistent with Clackamas Fleet Operations department's standard of care, best practices, and standard operating guidelines. Such Clackamas' standards, practices, and guidelines are determined by the manufacturer's service recommendations, Oregon Department of Transportation requirements, the National Fire Protection Association guidelines as determined applicable by Clackamas, and industry-recognized principles and practices.
2. Changes to this Scope of Work, must be agreed to by both Parties in writing. Without invalidating the Agreement, either Party may request changes in the Scope of Work consisting of additions, deletions, or modifications regarding the compensation rates, Scope of Work, or schedule of work. All such changes in the Work shall be in writing and signed and authorized by the Parties.
3. Gladstone is responsible for requesting Services. The Fleet Directors will propose Service levels and timelines for Services. Clackamas will confirm if such levels and timelines are acceptable.
4. Clackamas will not provide Services beyond its capacity or capability. If Gladstone approves the use of outside vendors for Services, Clackamas may assign work to outside vendors and may, at its sole discretion, manage such assigned Services. All assigned work is subject to this Agreement.
5. Services provided under this Agreement include 24 hour emergency maintenance and repair services. Notwithstanding any contrary provisions in this Scope of Work or this Agreement, if Gladstone requests 24 hour emergency services, Gladstone acknowledges and agrees that such emergency services may be assigned to outside vendors. Such assigned emergency services may include, but are not limited to: mobile fueling at emergency operations or towing. Gladstone agrees to promptly pay for such services as provided in this Agreement. Clackamas response regarding requests for 24 hour emergency maintenance or requests after-business hours will be provided pursuant to Clackamas policy, as it may be amended by Clackamas from time to time. The Gladstone Duty Chief on duty, or designee, will request any after-hours response. Clackamas may, in its sole discretion, determine the appropriate course of action. Clackamas will notify the Gladstone Fleet Service Liaison of the after-hours event on the following business day.
6. **NO SERVICE WARRANTIES.** Clackamas' Services are not warrantied unless expressly otherwise provided in this Agreement. If a product or part is warrantied by the manufacturer, such warranties will apply.
7. Services that affect the safe operation and readiness of vehicles, apparatus or equipment will not be deferred by either party unless the unit is removed from service until repairs are made. Only Services that have no operational impact, such as decal, paint and upholstery, may be

deferred. The Clackamas Fleet management team and the Gladstone Fleet Service Liaison will consult with each other, but either party may make a determination that any issue or combination of issues impacts operational safety or readiness and will not be deferred.

8. Upon a Gladstone request for Service, Clackamas is authorized to complete any Service under \$5,000, unless specific limits are established for the work by the Gladstone Fleet Service Liaison, or other thresholds of financial or service authority are agreed to between Clackamas Fleet Management and the Gladstone Fleet Service Liaison.

9. All Services will be performed and managed by Clackamas Fleet Operations. Any requested Services outside of the Scope of Work or beyond Clackamas' capabilities may either be managed by Gladstone at its sole discretion or may be assigned to a third party by Clackamas or Gladstone, upon Gladstone's approval. If Clackamas assigns work, Clackamas may, at its sole discretion, manage the third party's work. Services performed directly by Clackamas personnel are limited to the capability of Clackamas's Fleet Operations department. Capability is limited by experience, qualified training and the required certifications necessary to complete the task. The Parties will discuss any requests for Services which Clackamas determines to be beyond its capability. Clackamas will determine a recommended course of action including, but not limited to: assignment, removal from service, deferral of maintenance, or surplus of the subject of service. Such examples include, but are not limited to: towing, transmission repair, and major engine overhauls.

10. Gladstone shall be responsible for removing apparatus from service with other agencies and emergency response providers, and for coordinating its own work force and services based on the apparatus maintenance and repair schedule and availability.

11. Clackamas will work with Gladstone Fleet Service Liaison to establish preferred protocols and processes for repair orders, work orders, and other documentation.

-End of Document-

EXHIBIT "A"

ID	VIN	Class
E101		Pumper
E102		Pumper
E103		Pumper
T106		Truck

R101		Rescue
C1009		Command
Code 3		FMO- Jeep

RESOLUTION NO. 1074

CITY OF GLADSTONE, OREGON

*A Resolution Designating U.S. Bank National Association as the City's Designated Depository
and Authorizing Certain City Officials to Withdraw Funds*

WHEREAS, the U.S. Bank National Association is hereby designated as a depository for City of Gladstone (tax identification number 93-6002170) checking accounts, the City of Gladstone Employee Pension Trust Fund and the City of Gladstone Municipal Court Fund accounts with authority to accept or receive at any time.

WHEREAS, it is necessary to change the authorization of certain city officials to withdraw funds from the City of Gladstone checking accounts, the City of Gladstone Employee Pension Trust Fund and the City of Gladstone Municipal Court Fund accounts;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Gladstone, that the US Bank National Association, at any one or more of its offices, is hereby designated banking depository of this municipal corporation and the following are authorized to sign, on behalf of this municipal corporation, orders for payment or withdrawal of money, when drawn against its checking accounts and the City of Gladstone Employee Pension Trust Fund account; such orders shall be signed by any two of the following officers or employees:

Eric Swanson, City Administrator

Jolene Morishita, Assistant City Administrator

Carolyn Gray, Accounting Manager

Tami Bannick, Administrative Secretary

Such authority shall remain in force until revoked by written notice to said bank of the action taken by City Council.

This Resolution is effective February 9, 2016.

This Resolution adopted by the Gladstone City Council and approved by the Mayor this 9th day of February, 2016.

Attest:

Acting Mayor

Jolene Morishita, Assistant City Administrator

Current City Project Status

Responsibility (R1-R3)& Authority A1-A3

PROJECT STATUS REPORT FOR FEBRUARY 9										Start Date	Current Est. for Comp. Date	Initial Due Date	Status	
R1 - CA / ACA	R2 - City Staff	A1 - Voters	A2 - City Council	A3 - Advrsy Com.	R3 - Proj. Lead	Department	Project Type							
On Going Projects														
CA			CC		CA	Admin	Misc. Projects	Inter-Government Agencies:- Negotiating IGA with Oak Lodge Sanitary District				4th Q 2015	July 2015	Met with Oak Lodge working the Project
CA			CC		CA	Admin	Capital Projects	Managing Rinearson Pond Project			2013	Q1 2017	Sept. 2015	Project Underway timelines established
CA			CC		CA	Admin	Misc. Projects	Developing Update for the Transportation System/Pavement Master Plan				4th Q 2016	Nov 2015	The TSP will not initiate until Q1 2016
CA					AM	Admin		Electronic Timesheet/Adjustment of Pay Period			June 2014	Jan. 2016	June 2016	CA and ACA have reviewed the Pilo but have not started. New Accounting Manager is assuming this project Staff is currently reviewing a Cell phone enabled tim sheet
CA			CC		MF	Fire Dept.	Council Requirement	Fire Department Operations and Public Policy Plan.			11/12/13	2nd q 2016	December 2015	Complete. Will be moved to complete next month
CA			CC		CA	Library	Facility Upgrade	2011 IGA - Library			November 2014	Dec. 15	June 2015	Staff and County Administrator in agreement. IGA's signed.
CA			CC		CA	Library	Facility Upgrade	2009 IGA - Library			November 2014	Oct. 15	August 2015	Duplicate, will be reviewed next month
CA					JM	Police	Staffing	Hire New Police Chief			March 2015	Jul-16	August 2015	Council has agreed to wait on recruitment for new CA.
CA			CC		ST	Public Works-Misc.	Council Requirement	Public Works Operations and Public Policy Plan that Includes All Public Works Operations			11/12/13	4th Q 2016	June 2015	Not yet started. Not sure, but this sounds like goals and objectives? Is that what this is. I would like to work on this once PW's gets it's operations in order.
CA			CC		ST	PW Sanitary	Master Plan	Sanitary Sewer Master Plan				Sept. 16	November 2015	Currently capturing data. Nothing has changed here.
CA			CC	AC	ST	PW-Park & Recre.	Support	BMX Bike Track Proposal for Meldrum Bar Park – Reviewing with Park And Recreation Committee			2013	Oct-16	Sept 2015	On hold until Park Master Plan is conducted. Parks Board is reviewing this process. Parks Master Plan is currently reviewing the RFP that was sent out and did not receive any proposals
PB	CS		CC		ST	PW-Park & Recre.	Support	Dog Park			04/12/11	Oct-16	Sept 2015	On hold until Park Master Plan is conducted. Parks Master Plan is currently reviewing the RFP that was sent out and did not receive any proposals
CA			CC		RB	Senior Center	Council Requirement	Senior Center Operations and Public Policy Plan.			11/12/13	Nov. 15	June 2015	On CA Desk for review and approval.
CA			CC		CC		Retreat	Approve Plans for Dept Goals			Feb 2015	Jan. 16	July 2015	No progress
CA	CA	N	N	N	CA	Admin	IT	Create File Cabinet and Drawer Approach to On-line File stored on the Cities Servers			Aug. 15	Jan. 2016	Oct. 15	CA and ACA discussing format before staff review
CA	CA	N	Y	Y		Admin	Master Plan	Create a Parks Master Plan			Aug. 15	Oct-16	Jul. 16	RFP Is currently on the street...
ACA		N	Y	N	ACA	Admin	Admin	Administrative Policy Process - Personnel Manual Updates, Policy for FMLA, Policy Process Job Solicitations, Drug testing			Aug. 15	Sept. 15	Sept. 15	This project will wait for a new Administrator to develop update strategy as it relates to Union Neegotiations.
ACA		N	Y	N	ACA	Admin	Voters	Build a new library			2014	2017		Project Awaits council decision on location.
CA						Admin		Annual Audit			4th Q 2015	Jan. 2016	Dec. 2015	Staff has received an extension on the 2015 Audit. Auditors to be on site first week in Jan.
CA						Admin		Built fiber to connect City Campus			4th Q 2015	4th Q 2015		Currently prparing a proposal for Council at the Dec. Council Meeting
CA						Admin		Help Recruit New City Administrator			4th Q 2015	4th Q 2015		Interviews scheduled Dec. 2nd... Will be moved to complete in January
CA						Admin		Hire a new Library Director			Oct. 2015	Jan. 2016	Jan. 2016	Interim Library Director in place, will wait for the new CA before we open the recruitment.
CA						Admin		Oberson Property prep			4th Q 2015	4th Q 2015		Industrial Realtor Contacted and reviewing. Sisul Engineering is beginning the property evaluation.
CA						Admin		Fire Chief Hiring			4th Q 2015	4th Q 2015		First Review was complete with 19 candidates. Interviews to be completed first week in January. CA currently reviewing.

Current City Project Status

Responsibility (R1-R3) & Authority A1-A3												
PROJECT STATUS REPORT FOR FEBRUARY 9												
R1 - CA. / ACA	R2 - City Staff	A1 - Voters	A2 - City Council	A3 - Adv. Com.	R3 - Proj. Lead	Department	Project Type	PROJECT STATUS REPORT FOR FEBRUARY 9	Start Date	Current Est. for Comp. Date	Initial Due Date	Status
CA						Admin		Tri City Sanitary Collection Governance	4th Q 2015	4th Q 2015		This project is ongoing and changes daily.
CA						Public Works		Paving Addie Street NW Infrastructure CDCBG	4th Q 2015	2 Qtr 2016		Block grant received engineer on board.
CA						Public Works		Driver Information Speed Signs For Traffic Safety Commission	Sept. 2015	2nd Q 2016		Signs are ready for installation. Will get location recommendations from Traffic Safety Committee at February Meeting
CA						Public Works		Bicycle Signage for Trolley trial Pilot Signage	Nov. 2015	Nov. 2015		Metro has stated they will be installing signs in March/April 2016
CA						Public Works		Oatfield Road / 205 Bad intersection	Nov. 15	03/01/16	Nov. 15	This is in the ODOT Right of Way. PW's will contact ODOT about fixing the issue. More to follow.
CA						Admin		Upgrade City Planning Services	4th Q 2015	4th Q 2015		Discussions with West Linn on helping us out.
CA						Admin		Get Customers that are served by Oaklodge to be billed by Oaklodge.	4th Q 2015	4th Q 2015		On CA Desk
CA						Admin		Boardman Wetlands Storm water runoff	3rd Q 2016	3rd Q 2016		Will be part of Sanitary Master Plan
CA						Admin		Oak Lodge Sanitary dumping Storm water on Gladstone	3rd Q 2016	3rd Q 2016		Discuss in contract negotiation. May need to wait for Sanitary MP
New Projects added this Report												
CA						PW	PWD	Waterline Pressure Project Oatfield	Oct. 2015	Jan. 2016		Bids placed and they were two expensive. Currently being Re-engineered.
CA						Rec.		Parks Master Plan RFQ	Oct. 2015	Feb. 2016		RFQ on the Street Responses back to parks Board for January Meeting.
Completed Projects												
PB					JM	Admin	Admin	Implementing New Spring brook Software	Jan. 14	04/01/16	April 2015	The 2014/15 implementation is complete.
CA						Admin		Raney Collector Site Disposition	4th Q 2015	4th Q 2015		The Site is controlled by City Staff
CA						Admin		Abandon Water Line Opportunity with Regional Water Providers	4th Q 2015	4th Q 2015		Council has approved NOT decommissioning the line. Clackamas River Water Providers will be following up with a request for formal action.
CA						Admin		Hire New Accounting Manager	Sept. 15	Nov. 2015		We have a finalist, currently working on background checks.
CA						Admin		Town Hall Meeting	Oct. 2015	Oct. 2015		Work Underway
CA		N	Y	N	CA	Admin	Audit	Delegated Spending Authority	Aug. 15	Sept. 15	Sept. 15	CA will appear at Council 9/8 for approval of delegated authority. This Project Complete, will move to complete in Nov.

Check Date	Check Number	Vendor	Amount	Line Item Description
1/7/2016	80205	VOID CHECK	0.00	VOID CHECK
1/8/2016	80206	US Bank - Visa	870.38	Personnel Recruitment (CA) & Police Training
1/11/2016	80207	Alexin Analytical Laboratories	288.00	Routine Water Testing
1/11/2016	80208	Amazon	84.32	Books/DVD's
1/11/2016	80209	American Medical Response	1,125.00	Supplies
1/11/2016	80210	American Messaging	138.07	Fire Department Messaging
1/11/2016	80211	American Security Alarms	179.70	Alarm Service for SC & Fire Department
1/11/2016	80212	Arbour & Associates	100.00	Parking Spot
1/11/2016	80213	Backflow Management, Inc	20.00	Letters Mailed
1/11/2016	80214	Baker & Taylor Inc	2,331.88	New Books
1/11/2016	80215	Brown & Caldwell	1,582.00	Report Assistance
1/11/2016	80216	Central City Concern	145.00	Civil Holds to Hooper Detoxification Center
1/11/2016	80217	Central Oregon Police Chaplaincy	200.00	Chaplain Training for Chaplain Smith
1/11/2016	80218	Cintas First Aid Lock Box	154.93	First Aid Supplies
1/11/2016	80219	Clackamas District Fire Defense Board	100.00	Annual Dues
1/11/2016	80220	Clackamas ESD	453.63	1st Quarter Server Backup
1/11/2016	80221	Clackamas County	17,265.25	Central Dispatch Fees for January 2016
1/11/2016	80222	Clark's Lawn & Equipment	56.17	Fire Department Supplies
1/11/2016	80223	Coastal Farm & Home Supply	155.98	Rain Gear
1/11/2016	80224	Corey, David M	420.00	Police - Post Offer Evaluations
1/11/2016	80225	Curtis, L.N. Co.	2,388.59	Fire Department - Tools
1/11/2016	80226	Demco	52.85	Library - Labels
1/11/2016	80227	Eurofins Eaton Analytical	500.00	UCMR Testing
1/11/2016	80228	Executive Copy & Printing	155.57	Business Cards
1/11/2016	80229	Extreme Products	1,063.96	Police Department - Uniforms
1/11/2016	80230	Fowler, H.D. Co., Inc	344.60	Public Works - Supplies
1/11/2016	80231	Galls, Inc	46.00	Police Department - Uniforms
1/11/2016	80232	Gold Wrench	1,959.65	Police Dep - Car Repairs & Routine Maint
1/11/2016	80233	Travis Hill	375.00	Detective Uniform Allowance

Check Date	Check Number	Vendor	Amount	Line Item Description
1/11/2016	80234	Home Depot credit	27.44	Public Works - Supplies
1/11/2016	80235	Honey Bucket	561.40	Park Restrooms
1/11/2016	80236	In & Out Auto Care	10.50	Public Works - Flat Tire Repair
1/11/2016	80237	Johnson, Robert C	175.00	Library - Landscaping
1/11/2016	80238	Jolley, Jeff	61.96	Reimbursement - Books
1/11/2016	80239	Leik, Wendy D, PC	500.00	December Indigent Defense
1/11/2016	80240	Life Assist Inc	829.25	Fire Dept - Supplies
1/11/2016	80241	Mallory Safety & Supply LLC	726.09	Public Works - Supplies
1/11/2016	80242	Maverick Welding Supply Inc	22.50	Public Works - Welding Supplies
1/11/2016	80243	Midwest Tape	781.04	Library DVD's and CD's
1/11/2016	80244	Millars Hiway Tire Factory	518.65	Tire Disposal
1/11/2016	80245	Mr Belvedere's Janitorial	740.00	Police & Fire Monthly Cleaning Fee
1/11/2016	80246	Municipal Emergency Services	438.10	Emergency Services - Supplies
1/11/2016	80247	Murray, Smith & Associates	4,287.00	Professional Engineering Services
1/11/2016	80248	Net Transcripts, Inc	83.58	Police Transcription
1/11/2016	80249	NorthWest Natural Gas	1,870.88	December Bills
1/11/2016	80250	Oak Lodge Sanitary Dist	73,727.36	Nov-December Invoice Sanitary Service
1/11/2016	80251	Oak Lodge Water Dist	938.55	Water Bill
1/11/2016	80252	Office Depot	645.64	Office Supplies
1/11/2016	80253	Office Max	193.22	Office Supplies
1/11/2016	80254	Olson Bros Service	626.80	Police - Tire & Brake check & Replacement
1/11/2016	80255	Oregon Association of Court Admin	100.00	2016 Membership Dues
1/11/2016	80256	Oregon Fire Chiefs Association	25.00	2016 Volunteer Roundtable
1/11/2016	80257	Pacific Office Automation	674.16	Library- Copier Contract
1/11/2016	80258	Portland General Electric	6,660.42	December Bills
1/11/2016	80259	Portland Windustrial Co	306.48	Police - supplies
1/11/2016	80260	Public Works Supply	213.00	Public Works - Hard Hats
1/11/2016	80261	Quality Paint Products	64.27	Paint Supplies
1/11/2016	80262	Rackspace Email & Apps	963.00	Email Service

Check Date	Check Number	Vendor	Amount	Line Item Description
1/11/2016	80263	RH Media Services	7,233.24	General Support Contract & Supplies
1/11/2016	80264	San Diego Police Equipment Co	2,966.31	Police Supplies
1/11/2016	80265	Shred-It	190.94	Police - Shredding
1/11/2016	80266	Sierra Springs	42.12	City Hall Water
1/11/2016	80267	Sisul Engineering	4,296.00	Engineering Services
1/11/2016	80268	Solutions Yes	95.68	City Hall Copier - Copier Usage
1/11/2016	80269	Sonsray Machinery LLC	646.20	Machinery Parts
1/11/2016	80270	Standard Supply Co., Inc	321.30	Public Works - Supplies
1/11/2016	80271	Stein Oil Co., Inc	1,471.08	Gasoline
1/11/2016	80272	Jill Tate	216.00	Meeting Transcription
1/11/2016	80273	Tigard Sand & Gravel	1,057.43	Public Works - Fill Sand for Sand Bags
1/11/2016	80274	Tracker Products LLC	2,520.00	Hosted Item Tracking System - Annual fee
1/11/2016	80275	Traffic Safety Supply Co., Inc	156.00	Traffic Signs
1/11/2016	80276	Tri-Cities Service District	160,979.84	Nov-Dec 2015 Sewer Billing
1/11/2016	80277	Tualatin Valley Fire & Rescue	2,221.50	Jan 2016 Fleet Maintenance
1/11/2016	80278	Tyree Oil	929.10	Oil
1/11/2016	80279	Verizon	5,246.39	December Invoices
1/11/2016	80280	Wilsonville Lock & Security	89.85	Public Works - Security Monitoring
1/11/2016	80281	Wire Works	350.00	Police - Install Docking Stations and Printers
1/11/2016	80282	WSC Insurance	88.00	Swanson Bond
1/21/2016	80283	United States Post Office	1,262.66	January 2016 City Newsletter
1/22/2016	80284	Backflow Management, Inc	538.00	Water Quality Testing @ Edgewater
1/22/2016	80285	Baker & Taylor Inc	1,582.08	Library Books
1/22/2016	80286	Brown & Caldwell	1,582.00	Project Mgmt - Renewal of 2011 MS4 NPDES
1/22/2016	80287	CESSCO inc	12.70	Brass Ring
1/22/2016	80288	Chief Supply	138.60	Fire Vulcan Recharge
1/22/2016	80289	Cintas First Aid Lock Box	800.06	Refill of First Aid Supplies
1/22/2016	80290	City Wide Tree Service Inc	390.00	Limb and Tree Removal
1/22/2016	80291	Clackamas 800 Radio Group	23,382.25	Motorola Radios

Check Date	Check Number	Vendor	Amount	Line Item Description
1/22/2016	80292	Clackamas Landscape Supply	130.00	Parks - Bark
1/22/2016	80293	Clackamas County	9,455.00	Comm Service Work Crew
1/22/2016	80294	Comcast Cable	218.92	Cable, Internet, Voice
1/22/2016	80295	Jal Duncan Photography	15.00	Individual Portrait - Leibner
1/22/2016	80296	National Fire Fighter Wildland	133.25	Helmet
1/22/2016	80297	Mike Funk	213.86	Office Supplies
1/22/2016	80298	Galls, Inc	50.50	Police Uniforms
1/22/2016	80299	General Tree Service	527.00	Tree Maint Meldrum Bar & Pow Wow Tree
1/22/2016	80300	Honey Bucket	334.20	ADA unit - Dahl Beach
1/22/2016	80301	ICPC Northwest Region #2	1,095.00	International Conf of Police Chaplains
1/22/2016	80302	Integra Telecom	1,115.73	Telephone
1/22/2016	80303	Invictus Networks	144.50	UniFi Video Camera
1/22/2016	80304	Melissa Jones PLLC	3,000.00	Prosecuting Attorney Services
1/22/2016	80305	League of Oregon Cities	20.00	Library Director Recruitment Ad
1/22/2016	80306	Lord & Associates, Inc	892.50	Road Repair Flagging and Cones
1/22/2016	80307	Meterreaders	2,112.96	December Charges
1/22/2016	80308	Midwest Tape	2,549.67	Library - DVD & CD's
1/22/2016	80309	Mr Belvedere's Janitorial	1,350.00	January Cleaning Fees
1/22/2016	80310	Walter E Nelson Co	924.31	Park Restroom Supplies
1/22/2016	80311	Northwest Safety Clean	2,240.55	Fire Dept - Screen printed shirts
1/22/2016	80312	Nursery Connection	68.40	Seed Companion - Winter Storm Project
1/22/2016	80313	Office Depot	173.34	Office Supplies
1/22/2016	80314	One Call Concepts	68.36	Utility Locates
1/22/2016	80315	Oregon City- City Management	264.74	OCCMA Membership Application
1/22/2016	80316	State of Oregon	3.00	Driving Records
1/22/2016	80317	Pacific Fence & Wire Co	42.00	Fence Repair - Aimes Park
1/22/2016	80318	Paramount Pest Control	54.00	Pest Control - Monthly Maintenance
1/22/2016	80319	Perkins Law Office, LLC	52.00	Indigent Defense
1/22/2016	80320	Portland General Electric	5,247.24	Monthly Electrical Bills

Check Date	Check Number	Vendor	Amount	Line Item Description
1/22/2016	80321	Portland Windustrial Co	48.30	Tracer Wire
1/22/2016	80322	Prothman	10,225.79	CA Search - 3 of 3 installments
1/22/2016	80323	Service Master of Oregon	1,203.92	Library - Monthly Janitorial Service
1/22/2016	80324	Short, CA Company	77.11	Employee Service Awards
1/22/2016	80325	Solutions Yes	98.56	Copier Usage
1/22/2016	80326	Austin Stanphil	499.17	FC Interview Expenses
1/22/2016	80327	Stein Oil Co., Inc	245.28	Gasoline
1/22/2016	80328	Eric Swanson	2,368.93	Employee Reimbursement
1/22/2016	80329	Traffic Safety Supply Co., Inc	20.50	Signage - Upper Case Letters
1/22/2016	80330	Two Girls Catering	180.00	FC Interview Expenses - Lunches
1/22/2016	80331	US Bank	224.46	Copier Contract Payment
1/22/2016	80332	Willamette Valley Printing	225.00	Business Cards
1/22/2016	80333	Shannon Wilson	1,400.00	Indigent Defense
1/29/2016	Direct Deposit	Payroll Direct Deposit	171,331.08	January Payroll
1/29/2016	80334-80356	Payroll Checks	8,230.68	January Payroll
1/29/2016	80357	American Security Alarms	59.85	Alarm Service for PD Jan - March 2016
1/29/2016	80358	Axa Equi-Vest	5,855.00	AXA Deferred Comp
1/29/2016	80359	Axa EVLICO	194.06	January Retirement
1/29/2016	80360	Axa RIA	2,844.99	January Retirement
1/29/2016	80361	Basham, Ronald	400.00	ACLS Recertification reimbursement
1/29/2016	80362	Belooof & Haines	3,000.00	Municipal Judge
1/29/2016	80363	Cintas First Aid Lock Box	523.71	First Aid Supplies
1/29/2016	80364	CIS/EBS Trust	61,374.92	Health Insurance Premiums
1/29/2016	80365	Clackamas Auto Parts Inc	491.16	Public Works Supplies
1/29/2016	80366	Clackamas County Benevolent Foundation	50.00	CCPO Benevolent
1/29/2016	80367	Clackamas Federal Credit Union	953.80	GPA Dues
1/29/2016	80368	Clackamas County	10,924.22	Transportation Maintenance
1/29/2016	80369	Comcast Cable	135.49	Internet & Voice
1/29/2016	80370	DBH Investments	143.00	City Council Retreat Catering

Check Date	Check Number	Vendor	Amount	Line Item Description
1/29/2016	80371	Executive Copy & Printing	249.72	Court Forms
1/29/2016	80372	FBINAA FBI Academy	90.00	FBI National Academy - Dues
1/29/2016	80373	Gladstone Fire Department	800.00	GVF House Dues
1/29/2016	80374	Hunter-Davison Inc	151.25	Senior Center Repairs
1/29/2016	80375	In & Out Auto Care	2,669.17	Repairs on 1997 Pick up & 2001 Silverado
1/29/2016	80376	International Association	150.00	International Assn of Police Chiefs
1/29/2016	80377	LGPI - background report	53.00	Background report
1/29/2016	80378	Office of the Trustee	640.00	Payroll Liability payment
1/29/2016	80379	Oregon AFSCME Council #75	876.86	AFSCME Dues
1/29/2016	80380	Oregon Executive Development Institute	699.50	OR Exec Dev Institute Training - Jundt
1/29/2016	80381	Oregon Volunteer Firefighters Assn	275.00	OR Volunteer Firefighters dues
1/29/2016	80382	Oregon-Washingtons Lawmans	175.00	Spring Training Registration - Maple
1/29/2016	80383	Mike Patterson Plumbing	302.00	Park Way Plumbing Repairs
1/29/2016	80384	Ricoh	9.24	Copier Usage
1/29/2016	80385	Satcom Global	42.75	Iridium SIM Card
1/29/2016	80386	Sierra Springs	78.10	Water
1/29/2016	80387	Jim Smith Excavation Inc	38,939.00	Park Way Sewer Repair
1/29/2016	80388	Stein Oil Co., Inc	511.89	Gasoline
1/29/2016	80389	Two Girls Catering	275.00	Business Owners Meeting
1/29/2016	80390	US Bank	1,968.77	Recruitment/supplies
1/29/2016	80391	Watershed Inc	228.93	Unifotme
1/29/2016	80392	Steve Williams	242.50	Water Refund
		Total January 2016 Checks	715,385.84	
		Total Check Total	715,385.84	

General Ledger
 Year to Date Budgeted to Actual
 July 2015 - January 2016



Account Number	Description	Budget Amount	Period	YTD Amount	YTD Var	Available	% Available
REVENUES							
Fund 001	GENERAL FUND REVENUES	9,182,443.00	2,942,513.27	2,942,513.27	6,239,929.73	6,239,929.73	
	General Fund Revenue Totals:	9,182,443.00	2,942,513.27	2,942,513.27	6,239,929.73	6,239,929.73	67.96%
EXPENDITURES							
Dept 001-021	GENERAL ADMINISTRATION						
	Dept 021 Sub Totals:	1,218,065.00	722,364.91	722,364.91	495,700.09	495,700.09	40.70%
Dept 001-022	MUNICIPAL COURT						
	Dept 022 Sub Totals:	251,183.00	124,963.82	124,963.82	126,219.18	126,219.18	50.25%
Dept 001-024	POLICE DEPARTMENT						
	Dept 024 Sub Totals:	2,210,143.00	1,101,188.16	1,101,188.16	1,108,954.84	1,108,954.84	50.18%
Dept 001-025	FIRE DEPARTMENT						
	Dept 025 Sub Totals:	1,713,249.00	460,910.25	460,910.25	1,252,338.75	1,252,338.75	73.10%
Dept 001-026	PARK DEPARTMENT						
	Dept 026 Sub Totals:	757,995.00	158,342.90	158,342.90	599,652.10	599,652.10	79.11%
Dept 001-027	RECREATION DEPARTMENT						
	Dept 027 Sub Totals:	59,661.00	42,994.98	42,994.98	16,666.02	16,666.02	27.93%
Dept 001-028	SENIOR CENTER						
	Dept 028 Sub Totals:	407,309.00	137,853.82	137,853.82	269,455.18	269,455.18	66.15%
Dept 001-029	LIBRARY						
	Dept 029 Sub Totals:	755,550.00	364,070.22	364,070.22	391,479.78	391,479.78	51.81%
Dept 001-099	CONTINGENCY FUNDS						
	Contingency Sub Totals:	400,000.00	0.00	0.00	400,000.00	400,000.00	100.00%
	Unappropriated Ending Fund Balance	1,409,288.00	0.00	0.00	1,409,288.00	1,409,288.00	100.00%
	Fund Revenue Sub Totals:	9,182,443.00	2,942,513.27	2,942,513.27	6,239,929.73	6,239,929.73	67.96%

Fund Expense Sub Totals: 9,182,443.00 3,112,689.06 3,112,689.06 6,069,753.94 6,069,753.94 66.10%

Fund 001 Sub Totals: 0.00 -170,175.79 -170,175.79 170,175.79 170,175.79

Account Number	Description	Budget Amount	Period	YTD Amount	YTD Var	Available	% Available
Fund 002	URBAN RENEWAL DISTRICT REVENUES	5,770,874.00	525,481.20	525,481.20	5,245,392.80	5,245,392.80	
	URBAN RENEWAL REVENUE Sub Totals:	5,770,874.00	525,481.20	525,481.20	5,245,392.80	5,245,392.80	90.89%
EXPENDITURES	URBAN RENEWAL DISTRICT	53,500.00	63.38	63.38	53,436.62	53,436.62	99.88%
	RENEW PROJECT RESERVE	5,717,374.00	0.00	0.00	5,717,374.00	5,717,374.00	100.00%
	URBAN RENEWAL EXP Sub Totals:	5,770,874.00	63.38	63.38	5,770,810.62	5,770,810.62	100.00%
Fund 002 Sub Totals:		5,770,874.00	525,417.82	525,417.82	-525,417.82	5,770,810.62	

REVENUES Account Number Fund 003	Description	Budget Amount	Period	YTD Amount	YTD Var	Available	% Available
	SEWER FUND REVENUES	3,370,563.00	1,575,612.54	1,575,612.54	1,794,950.46	1,794,950.46	
	SEWER FUND Revenue Sub Totals:	3,370,563.00	1,575,612.54	1,575,612.54	1,794,950.46	1,794,950.46	53.25%
EXPENDITURES	SEWER FUND Expense Sub Totals:	3,370,563.00	997,156.40	997,156.40	2,373,406.60	2,373,406.60	70.42%
Fund 003 Sub Totals:		3,370,563.00	578,456.14	578,456.14	578,456.14	2,373,406.60	

REVENUES Account Number Fund 004	Description	Budget Amount	Period	YTD Amount	YTD Var	Available	% Available
	WATER FUND REVENUES	2,585,093.00	1,006,105.36	1,006,105.36	1,578,987.64	1,578,987.64	
	WATER FUND Revenue Sub Totals:	2,585,093.00	1,173,230.47	1,173,230.47	1,411,862.53	1,411,862.53	54.62%
EXPENDITURES	WATER DEPARTMENT Expense Sub Totals:	2,585,093.00	577,704.51	577,704.51	2,007,388.49	2,007,388.49	77.65%
Fund 004 Sub Totals:		2,585,093.00	595,525.96	595,525.96	-595,525.96	2,007,388.49	

REVENUES Account Number Fund	Description	Budget Amount	Period	YTD Amount	YTD Var	Available	% Available
005	ROAD & STREET FUND REVENUES	1,051,119.00	434,857.83	434,857.83	616,261.17	616,261.17	
	ROAD & STREET Revenue Sub Totals:	1,051,119.00	434,857.83	434,857.83	616,261.17	616,261.17	58.63%
EXPENDITURES							
	STREET DEPARTMENT Expense Sub Totals:	1,051,119.00	393,763.09	393,763.09	657,355.91	657,355.91	62.54%
	Fund 005 Sub Totals:	1,051,119.00	41,094.74	41,094.74	-41,094.74		
REVENUES Account Number Fund	Description	Budget Amount	Period	YTD Amount	YTD Var	Available	% Available
006	LIBRARY CAPITAL FUND REVENUES	5,075,000.00	0.00	0.00	5,075,000.00	5,075,000.00	
	LIBRARY CAPITAL FUND Revenue Sub	5,075,000.00	0.00	0.00	5,075,000.00	5,075,000.00	100.00%
EXPENDITURES							
	LIBRARY CAPITAL FUND Expense Sub Totals:	5,075,000.00	0.00	0.00	5,075,000.00	5,075,000.00	100.00%
	Fund 006 Sub Totals:	5,075,000.00	0.00	0.00	5,075,000.00		
REVENUES Account Number Fund	Description	Budget Amount	Period	YTD Amount	YTD Var	Available	% Available
008	POLICE/COMMUNIC LEVY FUND REVENUES	847,614.00	327,230.14	327,230.14	520,383.86	520,383.86	
	POLICE/COMMUNIC LEVY Revenue Sub	847,614.00	327,230.14	327,230.14	520,383.86	520,383.86	61.39%
EXPENDITURES							
	POLICE/COMMUNIC LEVY FUND Expense Sub Totals: Unappropriated Fund Balance	489,436.00 358,178.00	271,680.48 0.00	271,680.48 0.00	217,755.52 358,178.00	217,755.52 358,178.00	55.42% 100.00%
	Fund 008 Sub Totals:	847,614.00	55,549.66	55,549.66	302,628.34		
REVENUES Account Number Fund	Description	Budget Amount	Period	YTD Amount	YTD Var	Available	% Available
009	FIRE/EMERG SERVICES LEVY FUND REVENUES	534,013.00	149,658.85	149,658.85	384,354.15	384,354.15	
	FIRE/EMERG SERVICES LEVY Revenue	534,013.00	149,658.85	149,658.85	384,354.15	384,354.15	71.97%

EXPENDITURES

FIRE/EMERG SERVICES LEVY FUND

Expense Sub Totals: 412,686.00 74,957.27 337,728.73 337,728.73 81.84%
 Unappropriated Fund Balance 121,327.00 0.00 121,327.00 121,327.00 100.00%

Fund 009 Sub Totals:

74,701.58 74,701.58 46,625.42

REVENUES

Account Number
Fund 010

Description
STATE REV. SHARING
REVENUES

Budget Amount	Period	YTD Amount	YTD Var	Available	% Available
999,356.00	54,982.02	54,982.02	944,373.98	944,373.98	

STATE REVENUE SHARING Revenue Sub

999,356.00 54,982.02 54,982.02 944,373.98 944,373.98 94.50%

EXPENDITURES

STATE REV. SHARING
Expense Sub Totals:

1,190.00 1,190.00 998,166.00 971,100.29 99.88%

Fund 010 Sub Totals:

53,792.02 53,792.02 -53,792.02

Bank	Month Ending Balance									
	July 2015	August 2015	September 2015	October 2015	November 2015	December 2015	January 2016			
LGIP - Urban Renewal Agency #4650	4,878,658.34	4,884,147.81	4,888,946.25	4,893,483.85	5,398,393.61	5,638,945.04	5,652,522.01			
LGIP - Water System #4811	908,936.29	909,243.11	924,474.60	924,888.60	925,289.09	925,741.48	926,239.12			
LGIP -City Of Gladstone #4472	6,244,454.93	5,641,643.89	5,423,314.53	5,076,101.85	7,645,533.83	9,022,920.40	9,436,698.93			
Checking Accounts:										
General Fund	270,113.34	228,471.07	332,685.35	198,361.15	889,419.24	130,356.05	232,313.58			
Employee Pension Trust	7,658.17	7,658.17	7,658.17	7,658.17	7,658.17	7,658.17	7,658.17			
Municipal Court	33,566.47	31,563.44	35,513.43	37,346.86	30,266.95	33,854.79	26,939.60			
Urban Renewal	10,316.50	10,316.50	10,316.50	10,316.50	10,253.12	10,253.12	10,253.12			
Totals	12,353,704.04	11,713,043.99	11,622,908.83	11,148,156.98	14,906,814.01	15,769,729.05	16,292,624.53			



REGULAR AGENDA

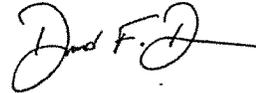
MEMORANDUM

TO: Acting Mayor Mersereau
Gladstone City Councilors

FROM: David Doughman, City Attorney's Office

SUBJECT: Appointment Process for Mayor

DATE: February 2, 2016



In light of Dominick Jacobellis' resignation as mayor, the Gladstone City Council will begin a process to appoint someone to serve as mayor pro tem until Gladstone voters elect a new mayor. This memo outlines the process the council should follow to make that appointment and discusses related issues.

City's Charter

The Gladstone City Charter governs the appointment of a mayor pro tem. The pertinent section of the charter states as follows:

Section 33. Filling of Vacancies. Vacant elective offices in the city shall be filled by appointment. A majority vote of the council shall be required to validate the appointment. The appointee's term shall begin immediately upon his appointment and shall continue until the beginning of the year following the next general biennial election and until his successor is qualified, and his successor for the unexpired term shall be chosen at the next general biennial election after said appointment. During the temporary disability of any officer or during his absence temporarily from the city for any cause, his office may be filled pro tem in the manner provided for filling vacancies in office permanently.

Therefore, a majority of the council must appoint a "qualified" individual to succeed Mr. Jacobellis. The city's charter at section 12 defines a "qualified elector" as, among other things, a person who has resided in Gladstone for at least 12 months. That section also states that the council "shall be final judge of the qualifications and election of its own members." Note that the individual need not be a sitting council member.

The next general biennial election is November 8, 2016. Therefore, once appointed, the individual will continue as mayor pro tem until the first council meeting in January 2017. This date represents the "beginning of the year following the next general biennial election" as the charter specifies. In addition, the "successor for the unexpired term shall be chosen at the next general biennial election after" the appointment. That is, the city will also vote in November

2016 to pick a successor to complete Mr. Jacobellis' term, which ends on December 31, 2018. Pursuant to section 29 of the charter, that person will begin serving as mayor at "the first meeting of the year immediately following the election" (i.e. the first council meeting in January 2017).

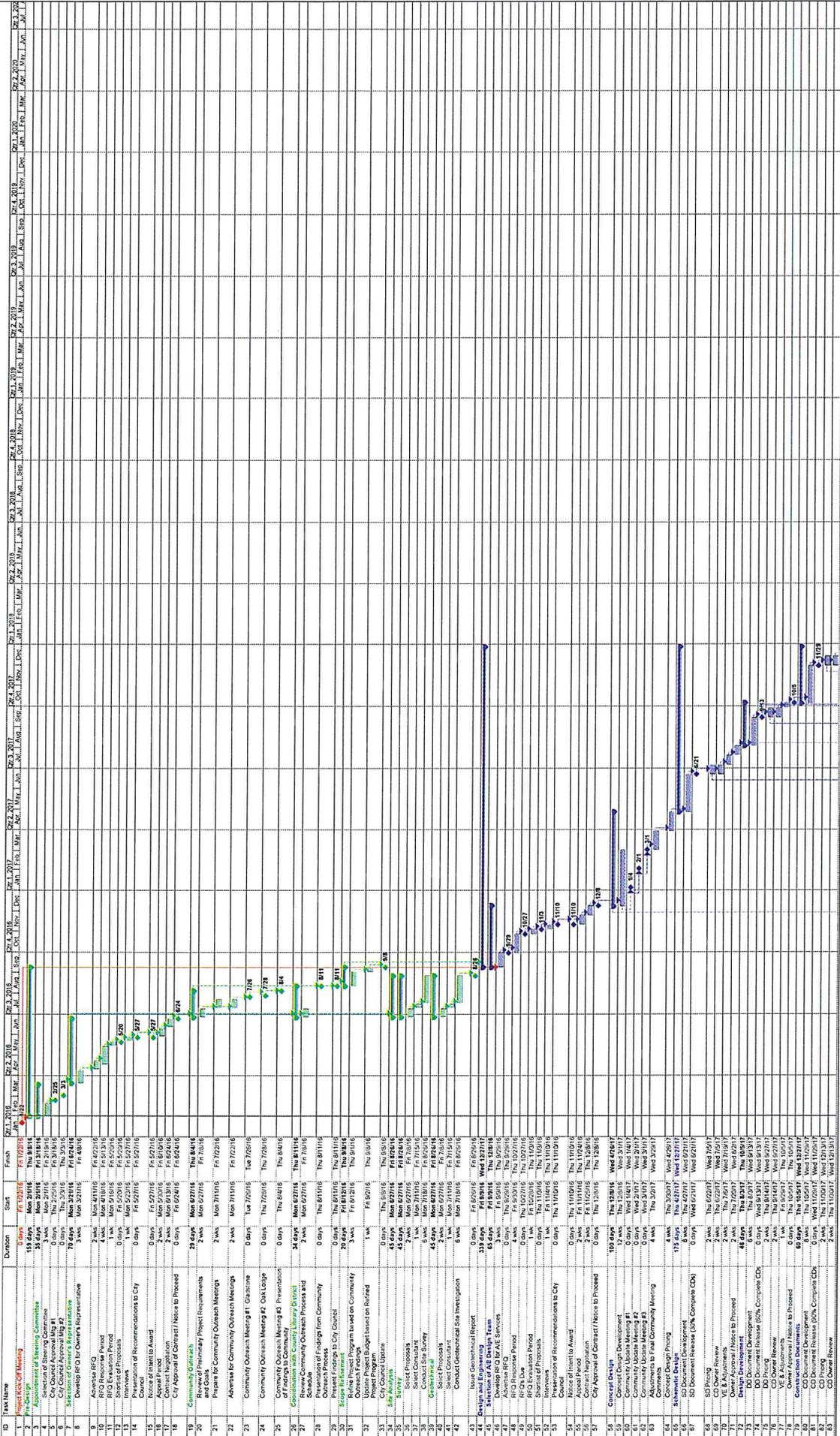
Other Issues

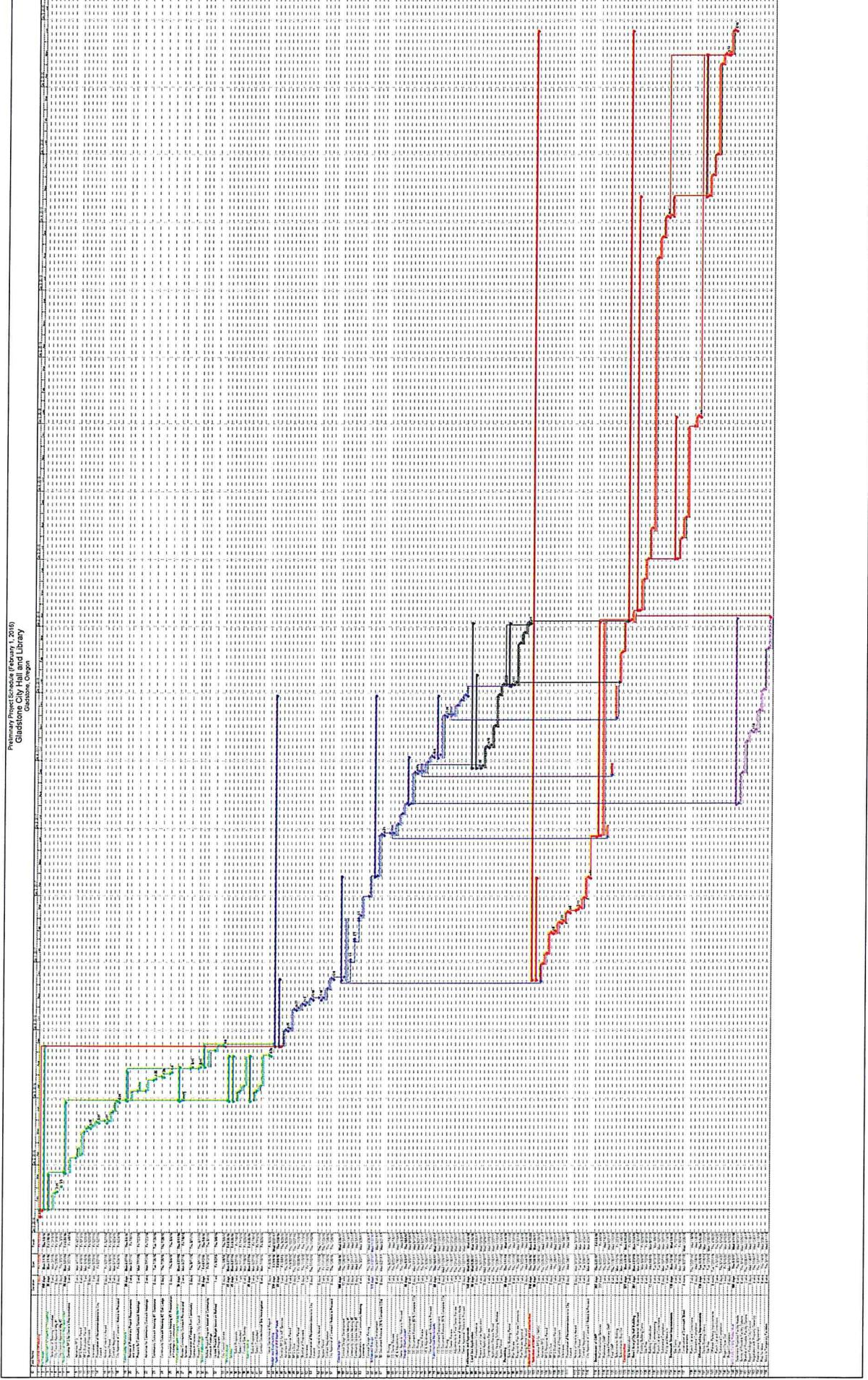
As I mentioned, the council can appoint a sitting councilor to fill the unexpired term or can choose an otherwise qualified Gladstone resident. If the council selects a sitting council member, then the council will also have to fill the seat vacated by that appointment. The process would be identical to that described above.

Regardless of which direction the council takes, once it has made the appointment(s) it should consider reviewing and, if appropriate, reallocating Mr. Jacobellis' liaison duties and other responsibilities he had while he was mayor.

I look forward to discussing these issues with you on February 9, 2016.

Preliminary Project Schedule (February 1, 2016)
 Gladstone City Hall and Library
 Gladstone, Oregon





**GLADSTONE URBAN RENEWAL AGENCY
REGULAR MEETING
CITY HALL COUNCIL CHAMBERS
February 9, 2016 – 7:00 PM**

7:00 PM – EXECUTIVE SESSION – 192.660 (2)(e) To conduct deliberations with persons designated by the governing body to negotiate real property transactions.

**7:00 PM
CALL TO ORDER
ROLL CALL**

AGENDA ADDITIONS OR CORRECTIONS

BUSINESS FROM THE AUDIENCE

Visitors: Presentations not scheduled on the Agenda are limited to three (3) minutes. Longer presentations should be submitted to the Assistant City Administrator two weeks prior to the Tuesday City Council meeting. Cards are available in the back of the room for anyone who wishes to comment on an item on the Regular Agenda.

CONSENT AGENDA

9. Approval of January 12, 2016 Minutes

CORRESPONDENCE - None

REGULAR AGENDA

10. Resolution No. UR-54 - A Resolution Authorizing Certain City Officials to Withdraw Funds from the City of Gladstone Urban Renewal Agency Fund Account
11. Discussion of Urban Renewal Advisory Council Appointments (no attachments)

ADJOURN



CONSENT AGENDA

GLADSTONE CITY COUNCIL/URBAN RENEWAL MEETING MINUTES of January 12, 2016

Meeting was called to order at 7:19 PM.

ROLL CALL:

Councilor Sieckmann, Councilor Mersereau, Councilor Johnson, Councilor Turner, Councilor McMahon, Councilor Reisner, and Mayor Jacobellis.

ABSENT:

None.

STAFF:

Eric Swanson, City Administrator; Jolene Morishita, Assistant City Administrator.

AGENDA ADDITIONS OR CORRECTIONS:

None.

BUSINESS FROM THE AUDIENCE:

None.

CONSENT AGENDA:

12. Approval of minutes from December 8, 2015 meeting.

Councilor Reisner made a motion to approve the consent agenda. Motion was seconded by Councilor Sieckmann. Discussion: None. Motion passed unanimously.

CORRESPONDENCE:

Letter from Merina & Company, LLP – 2014/15 Audit.

REGULAR AGENDA:

None.

BUSINESS CARRIED FORWARD: Updates:

Mr. Swanson said that hopefully they will have the RFQ for the Downtown Revitalization Study grant available for Council's review at the January 26th meeting. Then there will be discussions regarding forming an advisory committee and moving forward on that project.

BUSINESS FROM THE AUDIENCE:

None.

BUSINESS FROM THE COUNCIL:

Councilor Johnson:

He wanted to welcome Mr. Swanson to his first meeting. He has worked with him before and looks forward to the retreat. He feels the Library meeting today was very positive and they will be moving forward.

Councilor Mersereau:

He feels the meeting went very well tonight. He said that under the consent agenda they theoretically approved including a project list, but it was not included. Mr. Swanson said that was done on purpose because it was not ready, but it will be included at the next meeting.

Councilor Sieckmann:

He said he has worked with Mr. Swanson before and it has been a pleasure. He feels the citizens will feel the same way. He gave examples of working with Mr. Swanson on the purchase of a new Public Works vehicle, a vehicle/equipment list, an office/construction trailer, etc.

Councilor Reisner:

He also welcomed Mr. Swanson. The Parks Board met last week and welcomed some new members. They reviewed the RFQ for the Parks Master Plan and continued a discussion regarding changing some park rules. Both discussions will continue at the next meeting on February 1st. The Traffic Safety Board is meeting on January 25th. Residents on West Clackamas Boulevard turned in a petition to discuss turning that into a one-way thoroughfare. There will also be discussions regarding parking issues on Portland Avenue near Gloucester. He invited everyone to attend the meeting.

Councilor McMahon:

He met with Bobby Proutt of Falling Springs today regarding the Rinearson Pond project – it’s still moving forward. He and Mayor Jacobellis worked on the Santa on the Mac project. They collected three 55 gallon drums full of canned goods and toys that they took up to Gladstone Food Bank. The Fire Department also did a food and toy drive and were able to help out with over 130 food/toy baskets for families in Gladstone. The school district, library, police department, and various businesses also helped.

Councilor Turner:

She also welcomed Mr. Swanson and said it was nice to have such a good turnout for the meeting. She encouraged everyone to keep coming back. She looks forward to the retreat. She congratulated the new committee members.

Mayor Jacobellis:

He thanked everyone in the audience for coming and welcomed Mr. Swanson.

ADJOURN:

Meeting adjourned.

Approved by the Mayor this _____ day of _____, 2016.

ATTEST:

Acting Mayor

Jolene Morishita, Assistant City Administrator



REGULAR AGENDA

RESOLUTION UR - 54

WHEREAS, it, is necessary to change the authorization of certain city officials to withdraw funds from the City of Gladstone Urban Renewal Agency Fund account,

NOW, THEREFORE, BE IT RESOLVED by the City of Gladstone Urban Renewal Agency that the US Bank National Association, at any one or more of its offices, is hereby designated banking depository of this municipal corporation and the following are authorized to sign, on behalf of this municipal corporation, orders for payment or withdrawal of money, when drawn against its City of Gladstone Urban Renewal Agency Fund accounts; such orders shall be signed by any two of the following officers or employees:

Eric Swanson, City Administrator

Jolene Morishita, Assistant City Administrator

Carolyn Gray, Accounting Manager

Tami Bannick, Administrative Secretary

Such authority shall remain in force until revoked by written notice to said bank of the action taken by the board of directors of this corporation.

This resolution is effective February 9, 2016

This Resolution adopted by the Gladstone Urban Renewal Agency and approved by its Chairperson this 9th of February, 2016.

ATTEST:

Chairperson

Jolene Morishita, Assistant City Administrator

