



GLADSTONE CITY COUNCIL SPECIAL MEETING AGENDA
CIVIC CENTER COUNCIL CHAMBERS
January 23, 2024 - 5:30 PM

5:30 p.m.
CALL TO ORDER
ROLL CALL
FLAG SALUTE

The City of Gladstone is abiding by guidelines set forth in House Bill 2560, which requires the governing body of the public body, to extent reasonably possible, to make all meetings accessible remotely through technological means and provide opportunity for members of general public to remotely submit oral and written testimony during meetings to extent in-person oral and written testimony is allowed. Therefore, this meeting will be open to the public both in person and virtually using the Zoom platform.

Please click the link below to join the webinar:

https://us06web.zoom.us/j/81558300916?pwd=-IfdodbP1GG3dZ4iCJPCKu6JaZIFPw.5JcUh-7f6mY_XZYK

Passcode: 685568

Or One tap mobile :

+13462487799,,81558300916#,,,,*685568# US (Houston); +16694449171,,81558300916#,,,,*685568# US

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

+1 346 248 7799 US (Houston); +1 669 444 9171 US

Webinar ID: 815 5830 0916

Passcode: 685568

The public is welcome to attend the special meeting in person, or on-line.

- 1. WEST LINN YOUTH COUNCIL PRESENTATION** – Co-Chair Annamila Konkola, members Sophia Martella, Vanessa Partida, Sabrina Zhang and Community Relations Coordinator Danielle Choi will present an overview of the West Linn Youth Council.
- 2. LIQUOR LICENSE APPROVAL** - Consider approval of a change of ownership liquor license for Pinnacle 365 Site 3207, 19805 McLoughlin Blvd.
- 3. RESOLUTION 1233 - CITY ADMINISTRATOR EMPLOYEE AGREEMENT**
Consider approval of Resolution 1233 - City Administrator’s employment agreement

ADJOURN

Upcoming Meeting Dates:

- January 31, 2024 – Annual Oregon Government Ethics Training for Volunteers on Boards, Committees, and Commissions - 5:30 p.m.
- February 13, 2024 – Regular City Council Meeting – 6:30 p.m.

MEETING ACCESSIBILITY SERVICES AND AMERICANS WITH DISABILITIES ACT (ADA) NOTICE

The Civic Center is ADA accessible. Hearing devices may be requested from the City Recorder at least 48 hours prior to the meeting. Individuals requiring other assistance must make their request known 48 hours preceding the meeting by contacting the City Recorder at bannick@ci.gladstone.or.us. Staff will do their best to respond in a timely manner and to accommodate requests.

City of Gladstone
Staff Report

Report Date: January 17, 2024
Meeting Date: January 23, 2024
To: Gladstone City Council
From: Jacque M. Betz, City Administrator

AGENDA ITEM

Co-chair Annamika Konkola and members Sophia Martella, Vanessa Partida and Sabrina Zhang will provide the City Council a presentation on the West Linn Youth Advisory Council. Danielle Choi, Community Relations Coordinator will also join them as the staff liaison.

Department Head
Signature

Date

Jacqueline M. Betz 1/17/24
City Administrator
Signature Date

City of West Linn

2024 January 23

WEST LINN: YOUTH ADVISORY COUNCIL

1 - 2

What we do + our experience

representing:

Sabrina

Sophia

Vanessa

Annamika



“Mission: Engage a representative group of West Linn youth to effectively serve the City through community oriented discussions and projects aimed at providing recognition and understanding for the issues that affect youth (us) and our peers in West Linn.”

IN PRACTICE:

Completely student-led:

- Student officer positions:
 - Co-chairs
 - Secretary
 - Treasurer
 - Communications Chair

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Long-term goals:

- Understand the City of West Linn's day-to-day operations and the general legislative process;
- Build relationships with City elected officials, staff and residents to create civic engagement opportunities for local youth;
- Advise the West Linn City Council on issues that affect local youth and the community as a whole;
- Identify and advocate for the needs of local youth through service projects, events and the legislative process.

ACCOMPLISHMENTS

- Oregon Youth Summit
 - Created connections with Youth Councils across Oregon
- meeting with SRO about drug overdose resources in schools, supported National Drug and Alcohol Facts Week in West Linn
- learned about status of current draft of a city Communications Plan
 - created and presented Communications Plan recommendations to City Council
- recommendation to ODOT, West Linn youth perspective on I205 tolling, submitted to written public comment
- discussions on sustainability in city planning, upcoming long-term projects
 - engagement on City Hwy 43 and Waterfront planning
- appointed youth representatives to Recreation Center and Waterfront steering committees
- past guest speakers:
 - youth mental health (Oregon YouthLine, Lines for Life),
 - substance use prevention,
 - planning: (Public Works department),
 - voting (Clackamas County Clerk)

STEPS TO A SUCCESSFUL YAC

- Started by former high school teacher and City Council member in 2016

Since then, YAC has evolved with the interests and priorities of different high school classes:

- Possibilities:
 - recommendations
 - projects
 - short-term
 - long-term
 - direct lobbying
 - to City, state

1 - 6

Current approach: pathway to community leaders and decision-makers; recommendations and projects

- responsive to what we learn about from City staff and community

After forming:

- *Guided by student interests and direction*
- Emphasis on collaboration with City employees, and community members working on issues important to YAC members — frequent guest speakers

OUR EXPERIENCE

*why we decided to join YAC,
our experience in YAC,
why YACs are important for cities to have!*

SOPHIA MARTELLA

why YAC:

- Representing youth voices
- An opportunity to spread awareness on the mental health crisis and do things to help the community
 - My research project
 - School shootings
 - Cyber bullying
 - Suicides
- Volunteering in our community
- The issue of climate change
 - Waste

VANESSA PARTIDA

why YAC:

- Opportunity to amplify voices and concerns of underrepresented demographics in the community
- Advocate for future generations in city planning
 - Sustainable, environmentally conscious decisions
- Taking on leadership role in community
 - Learning about the local government
 - Helping others become informed and involved

SABRINA ZHANG

why YAC:

- want to be a more active member in this community
 - provide youth voices on actions taken by City Council
- advocate for projects/issues I'm passionate about
 - have meaningful impact to reflect WL youth's perspective
- a truly meaningful opportunity :)
 - it's more than the impact you create, but also the connection you get to make, the insight in how our city is governed and shaped.

ANNAMIKA KONKOLA

why YAC:

- supporting important initiatives through the networks groups like YACs build
- connecting with the people who make decisions for my community
- planning that is conscious of sustainability, complexity, community
- understanding of how/why my world looks the way it does
- why we talk about the “future”

THANK YOU

we think YACs are a great addition for outreach and engagement in cities, and hope this was helpful for your consideration!

- West Linn YAC, 2024

LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

- New Outlet | Change of Ownership | Greater Privilege | Additional Privilege

Select the license type you are applying for.

More information about all license types is available [online](#).

Full On-Premises

- Commercial
- Caterer
- Public Passenger Carrier
- Other Public Location
- For Profit Private Club
- Nonprofit Private Club

Winery

- Primary location
- Additional locations: 2nd 3rd 4th 5th

Brewery

- Primary location
- Additional locations: 2nd 3rd

Brewery-Public House

- Primary location
- Additional locations: 2nd 3rd

Grower Sales Privilege

- Primary location
- Additional locations: 2nd 3rd

Distillery

- Primary location
- Additional tasting locations: (Use the DISTT form HERE)

Limited On-Premises

Off Premises

Warehouse

Wholesale Malt Beverage and Wine

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT

After providing your recommendation, return this form to the applicant **WITH** the recommendation marked below

Name of City OR County (not both)

Please make sure the name of the Local Government is printed legibly or stamped below

Date application received:

Optional: Date Stamp Received Below

- Recommend this license be granted
- Recommend this license be denied
- No Recommendation/Neutral

Printed Name

Date

Signature

Pinnacle 365 Site 3207

Trade Name

LIQUOR LICENSE APPLICATION

Page 2 of 4

| APPLICANT INFORMATION | |
|--|--|
| Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed. | |
| Name of entity or individual applicant #1: Colvin Oil I, LLC | Name of entity or individual applicant #2: |
| Name of entity or individual applicant #3: | Name of entity or individual applicant #4: |

| BUSINESS INFORMATION | | |
|--|---|-----------------------------|
| Trade Name of the Business (name customers will see): Pinnacle 365 Site 3207 | | |
| Premises street address (The physical location of the business and where the liquor license will be posted): 19805 McLoughlin Blvd | | |
| City: Gladstone | Zip Code: 97027 | County: Clackamas |
| Business phone number: 503 659 3514 | Business email: renewals@andretti1.com | |
| Business mailing address (where we will send any items by mail as described in OAR 845-004-0065[1]): 2520 Foothill Blvd | | |
| City: Grants Pass | State: Oregon | Zip Code: 97526 |
| Does the business address currently have an OLCC liquor license? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |

| APPLICATION CONTACT INFORMATION – Provide the point of contact for this application. If this individual is <u>not</u> an applicant or licensee, the Authorized Representative Form must be completed and submitted with this application. | |
|---|--|
| Application Contact Name: Shani Pearce | |
| Phone number: 541-472-4944 | Email: spearce@andretti1.com |

LIQUOR LICENSE APPLICATION

Page 3 of 4

TERMS

- “Real property” means the real estate (land) and generally whatever is erected or affixed to the land (for example, the building) at the business address.
- “Common area” is a privately owned area where two or more parties (property tenants) have permission to use the area in common. Examples include the walking areas between stores at a shopping center, lobbies, hallways, patios, parking lots, etc. An area’s designation as a “common area” is typically identified in the lease or rental agreement.

ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

- Each applicant listed in the “Application Information” section of this form has read and understands OAR 845-005-0311 and attests that:
 1. At least one applicant listed in the “Application Information” section of this form has the legal right to occupy and control the real property proposed to be licensed as shown by a property deed, lease, rental agreement, or similar document.
 2. No person not listed as an applicant in the “Application Information” section of this form has an ownership interest in the business proposed to be licensed, unless the person qualifies to have that ownership interest waived under OAR 845-005-0311.
 3. The licensed premises at the premises street address proposed to be licensed either:
 - a. Does not include any common areas; or
 - b. Does include one or more common areas; however, only the applicant(s) have the exclusive right to engage in alcohol sales and service in the area to be included as part of the licensed premises.
 - In this circumstance, the applicant(s) acknowledges responsibility for ensuring compliance with liquor laws within and in the immediate vicinity of the licensed premises, including in portions of the premises that are situated in “common areas” and that this requirement applies at all times, even when the business is closed.
 4. The licensed premises at the premises street address either:
 - a. Has no area on property controlled by a public entity (like a city, county, or state); or
 - b. Has one or more areas on property controlled by a public entity (like a city, county, or state) and the public entity has given at least one of the applicant(s) permission to exercise the privileges of the license in the area.

Pinnacle 365 Site 3207

OLCC Liquor License Application (Rev. 10.25.23)

LIQUOR LICENSE APPLICATION

Pinnacle 365 Site 3207

Page 4 of 4

Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.

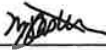
If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one member or officer of the entity must sign the application.

• Each applicant listed in the "Application Information" section of this form has read and understands OAR 845-006-0362 and attests that:

1. Upon licensure, each licensee is responsible for the conduct of others on the licensed premises, including in outdoor areas.
2. The licensed premises will be controlled to promote public safety and prevent problems and violations, with particular emphasis on preventing minors from obtaining or consuming alcoholic beverages, preventing over-service of alcoholic beverages, preventing open containers of alcoholic beverages from leaving the licensed premises unless allowed by OLCC rules, and preventing noisy, disorderly, and unlawful activity on the licensed premises.

I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application, are true and complete.

Manuel Castelo



M.J. Castelo (Dec 29, 2023 20:01 EST)

12/29/23

Applicant name

Signature

Date

Applicant name

Signature

Date

Applicant name

Signature

Date

Applicant name

Signature

Date

Applicant/Licensee Representative(s): If you would like to designate a person/entity to act on your behalf you must complete the Authorized Representative Form. You may submit the form with the application or anytime thereafter. The form must be received by the OLCC before the representative can receive or submit information for the applicant.

Please note that applicants/licensees are responsible for all information provided, even if an authorized representative submits additional forms on behalf of the applicant.

license-representative-authorization

Final Audit Report

2023-12-30

| | |
|-----------------|--|
| Created: | 2023-12-30 |
| By: | Shani Pearce (spearse@andretti1.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAoXID_EINmFtvdUONNIIIRmjhCzdVYYvi |

"license-representative-authorization" History

-  Document created by Shani Pearce (spearse@andretti1.com)
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-  Document emailed to M.J. Castelo (mjcastelo@andretti1.com) for signature
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-  Email viewed by M.J. Castelo (mjcastelo@andretti1.com)
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-  Document e-signed by M.J. Castelo (mjcastelo@andretti1.com)
Signature Date: 2023-12-30 - 1:05:11 AM GMT - Time Source: server
-  Agreement completed.
2023-12-30 - 1:05:11 AM GMT



OREGON LIQUOR & CANNABIS COMMISSION

Authorized Representative Form

What is this form?

An applicant or licensee may give a representative authorization to make changes to the license; sign application forms on behalf of the licensee or applicant; or receive information about a license or application. The applicant or licensee may use this form to document that authorization.

This form **must** be signed by someone who is a licensee or an applicant for the license.

PLEASE NOTE: *Exceptions* - Each individual person **MUST** sign their own Individual History Form

Section 1 – Applicant/Licensee Information

| | | | |
|---------------------------------|--|--|--|
| Applicant/Licensee Name: | Colvin Oil I, LLC | | |
| Trade Name: | Pinnacle 365 Site 3207 | | |
| Premise Address: | 19805 McLoughlin Blvd, Gladstone, OR 97027 | | |

Section 2 – Representative Information

| | | | |
|------------------------------|--------------|------------------------------|-----------------------|
| Representative Name: | Shani Pearce | | |
| Representative Phone: | 541-472-4944 | Representative Email: | spearse@andretti1.com |

Section 3 – Authorization

I give permission for the above-named representative to:

- Make changes regarding this license/application on my behalf.
- Sign application forms and documents regarding this license/application on my behalf.
- Receive information about the status of the license/application, including information about pending compliance action or communications between OLCC and the licensee/applicant.

This authorization will remain in effect until I rescind my permission in writing and provide a copy to the Commission.

Comments:

Signature: 
M.J. Castelo (Dec 29, 2023 20:05 EST)

Date: 12/29/23

Name: Manuel Castelo

Title: Owner

OLCC_individual_history

Final Audit Report

2024-01-05

| | |
|-----------------|--|
| Created: | 2024-01-05 |
| By: | Shani Pearce (spearse@andretti1.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAlHujdYt7xulxMeqvs4rYQjf4nqPFelzn |

"OLCC_individual_history" History

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-  Agreement completed.
2024-01-05 - 11:14:26 PM GMT



OREGON LIQUOR & CANNABIS COMMISSION

INDIVIDUAL HISTORY FORM

WHO MUST COMPLETE THIS FORM?

You must complete this form if:

- Your name is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form.
- A corporation is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form and you are:
 - President, a Vice President with responsibility over the operation of the business, Secretary, or Treasurer.
 - A Director with 3% or more voting stock.
 - An individual who owns 20% or more of issued stock.
- A limited liability company (LLC) is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form and you are:
 - A Managing Member of the LLC (this is an individual designated to manage the LLC; it may or may not be the same individual designated to manage the business).
 - A Member who owns 20% or more of the membership.
 - An Officer (such as a President or Secretary) with responsibilities over the operation of the business.

You must work with the OLCC to determine who must complete this form if you are:

- Part of an entity *other than* a corporation or LLC that is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form, or
- Part of an entity that owns 10% or more of an entity listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form.

IN ADDITION, THE OLCC MAY REQUIRE OTHER PEOPLE TO COMPLETE THIS FORM WHEN THERE IS REASON TO BELIEVE IT MAY HELP THE OLCC IN ITS INVESTIGATION.



OREGON LIQUOR & CANNABIS COMMISSION

INDIVIDUAL HISTORY FORM

| | | | | |
|---|---------------------|-------------|-------------|------------|
| 1. Name (Print): | Castelo | Manuel | J | |
| | Last | First | Middle | |
| 2. Other names used (maiden, other): | | | | |
| 3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | | | | |
| If yes, you must list your SSN: | | | | |
| <p>SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.</p> <p>Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).</p> | | | | |
| 4. Do you consent to the OLCC's use of my SSN as described above? Check this box: <input checked="" type="checkbox"/> | | | | |
| 5. Date of Birth (DOB): | | | | |
| | (mm) | (dd) | (yyyy) | |
| 6. Driver License or State ID #: | | | 7. State CA | |
| 8. Contact Phone: | | | | |
| 9. E-mail Address: | | | | |
| 10. Mailing Address: | | | | |
| | 2520 Foothill Blvd | Grants Pass | OR | 97526 |
| | (Number and Street) | (City) | (State) | (Zip Code) |
| 11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon? | | | | |
| No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> (If yes, explain in the space provided, below) Unsure <input type="checkbox"/> Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc. | | | | |



OREGON LIQUOR & CANNABIS COMMISSION
INDIVIDUAL HISTORY FORM

12. Do you, or any entity that you are a part of, **currently hold** or **have you previously held** a recreational marijuana license in Oregon? (Note: marijuana worker permits are not marijuana licenses.)

No Yes Please list licenses (and year(s) licensed) below Unsure Please include an explanation:

13. Do you, or any entity that you are a part of, hold an alcohol license in a U.S. state outside of Oregon?

No Yes Please list licenses (and year(s) licensed) below Unsure Please include an explanation:

Several ABC licenses in the State of California

303376, 226186, 362758, 303441, 200233, 271335, 178834, 178835, 449824, 330224, 303443, 198190, 197667, 247559, 454262, 541345, 557265, 621496, 421027, 504730, 479984, 423713, 525340, 523116, 504263, 478635, 478638, 553355, 477090, 519152

14. Do you or any entity that you are a part of, have any other liquor license applications pending with the OLCC?

No Yes Please list applications below Unsure Please include an explanation:

You must sign your own form (electronic signature acceptable). Another individual, such as your attorney or an individual with power of attorney, **may not** sign your form.

Affirmation

Even if I receive assistance in completing this form, I affirm by my signature below, that my answers on this form are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to my criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

| | | | | | | |
|--------------------------------------|---------|------|--------|-------|-------------------|--------|
| Name (Print): | Castelo | Last | Manuel | First | J | Middle |
| Signature: | | | | | Date: Jan 5, 2024 | |
| M.J. Castelo (Jan 5, 2024 18:14 EST) | | | | | | |

This box for OLCC use ONLY

_____ Does the individual currently hold, or has the individual previously held, an OLCC- issued liquor license?

APPLICATION FORM_Liquor License Application_10.25.23

Final Audit Report

2023-12-30


| | |
|-----------------|--|
| Created: | 2023-12-30 |
| By: | Shani Pearce (spearse@andretti1.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAbI6tykKISo5RAtz45haZXy0w9IvYi_M0 |

"APPLICATION FORM_Liquor License Application_10.25.23" History

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Signature Date: 2023-12-30 - 1:01:18 AM GMT - Time Source: server
-  Agreement completed.
2023-12-30 - 1:01:18 AM GMT

MEMORANDUM

TO: Gladstone City Council

FROM: Chad Jacobs, City Attorney's Office 

SUBJECT: City Administrator's Contract

DATE: January 17, 2024

At your January 9, 2024 City Council meeting, you authorized Council President Roberts and the City Attorney's Office to negotiate a new contract with City Administrator Betz as her current contract is due to expire this June.

A new employment agreement for City Administrator Betz is included in the agenda packet for your January 23, 2024 meeting. This proposed agreement contains the same basic structure and language as her current agreement with the City. So, in essence what is proposed is basically an amended agreement, but we have proposed a new agreement to make the document cleaner and easier to understand (i.e., so that we do not have to review multiple documents to understand the full scope of the agreement). The changes from the previous agreement to this version include:

- Setting an indefinite term to the agreement (§ II(A));
- Creating a lump sum severance payment rather than monthly payments (§ III(C));
- Reducing the City Administrator's salary by five percent and placing that five percent into a deferred compensation account (§ IV(A));
- Permitting the City Administrator to direct any future salary increases awarded by Council into a deferred compensation account instead of going directly to salary (§ IV(B));
- Clarifying the administrative leave time language in the agreement (although no substantive change was made) (§ IV(C));
- Updating the vacation leave language to clarify how/when the City Administrator may "cash out" vacation time when maximum accruals are met as current city policies do not directly address this issue (§IV(D)); and
- Adding language to the performance evaluation section to require an annual update on adopted Council rules (§VII(C)).

We also deleted any language that was no longer applicable (such as a requirement to conduct a performance evaluation this February). Otherwise, the contract remains the same. If the Council supports these changes, we would recommend adoption of the included resolution at your January 23, 2024 meeting.

RESOLUTION NO. 1233

A RESOLUTION APPROVING A NEW EMPLOYMENT CONTRACT FOR THE CITY ADMINISTRATOR

WHEREAS, at its January 9, 2024 meeting, the City Council reviewed an update on its goals from the City Administrator and determined that the update and discussion served as an adequate performance evaluation of the City Administrator; and

WHEREAS, the City Administrator agreed to forgo a more formal performance evaluation; and

WHEREAS, the Council directed the Council President Roberts and City Attorney to negotiate a new contract with the City Administrator since her current contract expires in June of this year; and

WHEREAS, attached as Exhibit A is a new employment agreement for the City Administrator.

NOW THEREFORE, the City of Gladstone Resolves as follows:

1. The employment contract attached as Exhibit A between the City and Jacque Betz for the position of City Administrator is hereby approved and takes effect on February 1, 2024.
2. The existing contract with City Administrator Betz is hereby terminated as of February 1, 2024.
3. City staff is authorized and directed to initiate any changes to payroll or otherwise to implement the new contract.
4. This Resolution shall become effective upon adoption by the City Council.

ADOPTED this 23rd day of January, 2024.

ATTEST:

Michael Milch, Mayor

Tami Bannick, City Recorder

EMPLOYMENT AGREEMENT
between
THE CITY OF GLADSTONE, OREGON
and
Jacque Betz

THIS EMPLOYMENT AGREEMENT is made and entered this _____ day of _____, 2024 (last dates signed by both parties below), by and between the CITY OF GLADSTONE, OREGON (herein referred to as "CITY") and Jacque Betz (Hereinafter referred to as 'EMPLOYEE').

WITNESSETH

WHEREAS, CITY and EMPLOYEE have maintained a professional and businesslike relationship via a written agreement; and

WHEREAS, CITY and EMPLOYEE desire to continue their relationship pursuant to a written agreement, which is intended to serve as the basis for effective communication and to avoid misunderstanding as well as outline the various rights and duties of the Parties.

NOW, THEREFORE, in consideration of mutual covenants herein contained and for the consideration herein specified, CITY and EMPLOYEE mutually agree:

SECTION 1, EMPLOYMENT, DUTIES AND AUTHORITY.

- A. The CITY agrees to employ EMPLOYEE as its City Administrator and EMPLOYEE has agreed to accept continuation of said employment. EMPLOYEE understands and agrees that she is for all purposes under this Agreement an at-will employee subject to the provisions of this employment agreement.
- B. The duties of EMPLOYEE, consistent with state law, the Gladstone City Charter, and pertinent ordinances shall include, but not be limited to, the following:
 - 1. Exercise control and supervision of all activities, departments and offices of the government except the office of Municipal Judge and office of City Attorney, and shall as a member of a committee including the City Administrator, and such members of the City Council as determined by the Mayor and City Council, make recommendations to the Mayor and the City Council as to the appointment of certain positions as determined by the Gladstone Municipal Code 2.12.030 and the Gladstone City Charter. The City Recorder and department heads mentioned above shall be appointed by the Mayor and City Council after due consideration is given to the recommendation of the Committee. The City Administrator shall be responsible

for the removal of all employees including department heads in accordance with the provisions of the city's personnel resolution and personnel policies. Before the City Administrator takes action to remove the City Recorder or a department head, the City Administrator shall consult with the City Council.

2. Be the chief budget and fiscal officer of the city and shall perform the functions of budget officer as prescribed by the Local Budget Law of Oregon (ORS Chapter 294). Shall provide the Mayor and Council an annual fiscal year-end report showing the differences between revenues and expenditures and the ending cash balances for each fund as soon as possible after June 30th. Shall ensure that the accounts and fiscal affairs of the city are audited annually by accountants pursuant to a contract as required by ORS Chapter 297 and reported to the City Council.
 3. Supervise the administration and be responsible for the enforcement of all laws and ordinances in effect within the city, except the provisions of any ordinance or laws which involve criminal violation, the responsibility of enforcement thereof shall be the duty of the police department; and shall be responsible for conducting analysis and making recommendations concerning policy matters to the City Council and shall administer and enforce the policies, rules, procedures and resolutions duly adopted by the Mayor and Council, and make recommendations to the Mayor and Council regarding the affairs of the city as the administrator may deem desirable.
 4. Be the chief purchasing and business agent with respect to all departments of the city.
 5. Prepare and submit to the Mayor and Council activity reports with respect to each of the city departments, not less than annually, and shall prepare and submit to the Mayor and Council such other reports as may be required to desirable concerning city affairs.
 6. Make available to the public usual and customary information concerning the operations of the city government.
 7. Perform such other and future duties as from time to time may be directed to be performed by action of the City Council.
- C. The Mayor and the other members of City Council (collectively City Council) acknowledge and agree to the principle of non-interference in the City's administration as a necessary component to orderly and efficient implementation of City Council policy. The City Council agrees to direct concerns and communications relating to administration through the City Administrator. EMPLOYEE agrees to respond in a timely manner to all inquiries from the City Council whether made individually or collectively.

SECTION II. TERM.

- A. This Agreement commences February 1, 2024 and remains in effect unless and until terminated pursuant to Section III of this Agreement.

- B. Nothing in this Agreement limits, prevents or otherwise interferes with the right of the City Council to terminate the services of EMPLOYEE subject only to the provisions set forth in this Agreement.
- C. Nothing in this Agreement prevents, limits or otherwise interferes with the right of EMPLOYEE to resign at any time from her position with CITY subject only to the provisions set forth in this Agreement.
- D. EMPLOYEE agrees to remain in the exclusive employ of the CITY during the term of this Agreement, unless EMPLOYEE receives approval from City Council to hold outside employment.

SECTION III. TERMINATION.

- A. Termination. This Agreement may be terminated by either the CITY or EMPLOYEE for any reason whatsoever upon giving not less than thirty (30) calendar days' written notice to the other party. This notice provision does not apply to Terminations for Cause pursuant to subsection III.D.
- B. In the event the CITY terminates this agreement, the City Council may, at its discretion, opt not to have EMPLOYEE continue in her position during that thirty-day period.
- C. Severance. In the event the CITY terminates this agreement and such termination is not for cause as set forth in (D) below, EMPLOYEE shall be entitled to (and CITY agrees to pay) a severance payment equal to the value of six (6) months' salary.
- D. Termination for Cause. EMPLOYEE's employment with CITY may be terminated immediately in the sole discretion of the CITY (acting by and through its City Council) upon the occurrence of any of the following events:
 - 1. EMPLOYEE fails or refuses to comply with the written policies, standards, and regulations of the CITY that are now in existence or that may from time to time be established;
 - 2. The CITY has reasonable cause to believe EMPLOYEE has committed fraud, misappropriated City funds, goods, or services to either her own or some other private third party's benefit and/or other act(s) of misconduct which the City Council believes is/are detrimental to the City and/or its interests; or
 - 3. EMPLOYEE fails to perform faithfully or diligently her duties as City Administrator.
- E. Effect of Termination for Cause. If EMPLOYEE is terminated for cause or conviction, then in that event the CITY shall have no obligation to pay the foregoing severance benefits.

SECTION IV. SALARY, HOURS OF WORK, VACATION AND SICK LEAVE.

- A. Salary. EMPLOYEE shall receive an annual salary of \$192,523.68 and shall be paid at the same interval as the CITY pays its other employees. CITY will also annually contribute five percent (5%) of EMPLOYEE'S salary to a deferred compensation account on behalf of EMPLOYEE. EMPLOYEE shall be entitled to receive a cost-of-living adjustment (COLA) to her salary in the same percentage amount and at the same time as may be given to non-represented, regular budgeted, full time employees in the CITY
- B. It is understood by CITY and EMPLOYEE that EMPLOYEE's yearly salary is subject to adjustment based on the City Council's review of EMPLOYEE's performance and budgetary considerations. At EMPLOYEE'S discretion, any adjustments to her salary may be paid directly to EMPLOYEE or into a deferred compensation account on behalf of EMPLOYEE. Any salary adjustment agreed to by CITY and EMPLOYEE may be implemented without the need for a formal amendment to this Agreement.
- C. Hours of Work/Administrative Leave. It is recognized that EMPLOYEE must devote a great deal of time outside the normal office hours to the business of the CITY. In lieu of overtime, compensatory time or other administrative leave granted to CITY employees, EMPLOYEE shall be granted eighty (80) hours of Administrative Leave on January 1 of every year this Agreement is in effect. Such leave may be used at EMPLOYEE's discretion during the calendar year. Any Administrative Leave not used by EMPLOYEE in any calendar year will be forfeited on December 31 of each year. EMPLOYEE shall not be entitled to receipt of monetary compensation for any unused and forfeited Administrative Leave.
- D. Vacation. EMPLOYEE shall accrue vacation leave benefits at the rate of 11.33 hours a month. EMPLOYEE may accrue a maximum of 320 vacation leave hours. The CITY highly encourages EMPLOYEE to fully utilize her leave benefits in order to maintain a strong work/life balance as doing so is mutually beneficial to the CITY and EMPLOYEE. However, the CITY recognizes that workload needs sometimes prohibits EMPLOYEE from fully utilizing her vacation benefits. For that reason, if at any time EMPLOYEE has reached the maximum vacation leave hours of 320, EMPLOYEE may sell back up to 50 hours of accrued vacation leave to the CITY, which may be taken as salary or deposited into a deferred compensation account.
- E. Holidays. EMPLOYEE shall accrue holiday benefits at the same rate as established for other similarly situated non represented City employees consistent with the provisions of the City's most current Personnel Handbook.
- F. Sick Leave. EMPLOYEE shall accrue sick leave benefits at the same rate as established for other similarly situated non represented City employees consistent with the provisions of the City's most current Personnel Handbook. In the event EMPLOYEE leaves

employment, EMPLOYEE shall not be entitled to receipt of monetary compensation for any unused accrued sick leave.

SECTION V. RETIREMENT, DISABILITY, LIFE AND HEALTH INSURANCE.

- A. Retirement. EMPLOYEE will continue membership in the Oregon Public Employees Retirement System (PERS) and CITY and EMPLOYEE agree to be responsible for payment of any PERS contributions in the same manner as afforded or required other full-time City employees.
- B. Health Insurance. The CITY agrees to pay, consistent with eligibility requirements of the plans, the insurance premiums for medical (including prescription coverage) dental, and vision benefit coverage for EMPLOYEE at the same rate established for other similarly situated non represented City employees. Payment of insurance premiums for coverage of other eligible members of EMPLOYEE's family shall be done consistent with current CITY policy.
- C. Disability and Life Insurance. The CITY agrees to provide Disability and Life Insurance, consistent with the eligibility requirements of the plans.

SECTION VI. PROFESSIONAL DEVELOPMENT AND EXPENSE.

- A. The CITY encourages participation, as EMPLOYEE deems appropriate, in professional associations, short courses, seminars and conferences including, but not limited to: the League of Oregon Cities (LOC), International City/County Management Association (ICMA) and the Oregon City County Management Association (OCCMA). The CITY shall permit a reasonable amount of time for EMPLOYEE to attend short courses, seminars, and conferences and the CITY shall pay for the direct costs necessary for travel, subsistence, and registration subject to availability of funds and as approved in the annual budget.
- B. The CITY recognizes certain expenses are incurred by EMPLOYEE on behalf of the CITY and agrees to reimburse or pay said expenses upon receipt of appropriate confirmation.
- C. The CITY shall pay for EMPLOYEE membership fees for ICMA, OCCMA and Rotary.

SECTION VII. PERFORMANCE EVALUATION.

- A. The Mayor and City Council shall periodically identify concerns to EMPLOYEE either by informal discussions with EMPLOYEE or more formally. The City Council and EMPLOYEE may choose to participate in a formal performance review. Such formal performance

evaluation shall be done in Executive Session and consistent with Oregon's Public Meetings Law.

- B. In the event the City Council believes performance of EMPLOYEE as City Administrator is unsatisfactory or needs significant improvement in any area, the Council shall set out these concerns in writing and in reasonable detail and provide a copy to EMPLOYEE with expected timetables for achievements of improvement in each identified area. In no way does this limit the CITY's ability to exercise its power pursuant to Section III.D.
- C. To help the City Council evaluate EMPLOYEE'S performance, EMPLOYEE shall provide an annual update on Council adopted goals each year.

SECTION VIII. GENERAL BUSINESS EXPENSES.

- A. Cell Phone. Recognizing the importance of constant communication and maximum productivity, CITY shall provide EMPLOYEE a City-issued cell phone in lieu of a monthly cell phone allowance.
- B. Automobile Allowance. Acknowledging that EMPLOYEE's duties require that she have the use of an automobile at all times during her employment with the CITY, EMPLOYEE shall receive a monthly motor vehicle allowance in the sum of Three Hundred Seventy-Five (\$375.00) Dollars for use of her private vehicle(s) on and for City purposes. EMPLOYEE shall neither be entitled to nor seek reimbursement for mileage for her private vehicle(s) for travel on and for CITY purposes. EMPLOYEE may but is not required utilize a City vehicle for travel on City business in excess of 100 mile radius of the City.

SECTION IX. GENERAL PROVISIONS.

- A. Professional Liability. CITY agrees to defend, hold harmless, and indemnify EMPLOYEE from any and all demands, claims, suits, actions and legal proceedings brought against EMPLOYEE in her individual or in her official capacity as agent and/or employee of the CITY consistent with the terms of the Oregon Tort Claims Act (ORS 30.260 to 30.300).
- B. Nothing shall restrict the ability of the CITY and EMPLOYEE to amend or adjust the terms of this Agreement. However, no amendment or adjustment shall be valid unless in writing and signed by both an authorized representative of the City Council on behalf of the CITY and EMPLOYEE. EMPLOYEE reserves the right to discuss the terms of this Agreement with the City Council as a whole in either closed Executive Session or open Regular Session as state law allows and as EMPLOYEE deems appropriate.
- C. Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or

portion thereof, shall be deemed severable and shall not be affected, and shall remain in full force and effect.

- D. Mediation. Should a dispute arise between EMPLOYEE and CITY regarding the terms of this Agreement, it is agreed that such dispute is first required to be submitted to a mediator prior to arbitration. EMPLOYEE and CITY shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree otherwise. Both CITY and EMPLOYEE agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If either 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 Clackamas County Circuit Court upon request of either party.

- E. Arbitration. In the event the parties have a dispute concerning the terms of this Agreement, the terms and conditions of the employment relationship or the violation of any federal, state or local law relating to the employment relationship (and they have not otherwise resolved the matter through the mediation process set out in subsection (D) above) then the dispute shall be resolved by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) the Arbitration Service of Portland, Inc. and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. Each party shall bear equally the expense of the arbitrator and all other expenses of conducting arbitration. Each party shall bear its own expenses for witnesses, depositions and attorneys.

- F. Integration. This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.

IN WITNESS WHEREOF, the CITY OF GLADSTONE, OREGON has caused this Agreement to be signed and executed by its Mayor; Jacque Betz has signed and executed this Agreement, both in duplicate, the day and year first written above.

Michael Milch, Mayor

Jacque Betz