



**GLADSTONE CITY COUNCIL MEETING
CIVIC CENTER COUNCIL CHAMBERS
March 12, 2024 – 6:30 PM**

6:30 p.m. - CALL TO ORDER

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/87032973206?pwd=ePR0AY4An81SOCVQ-e1CTmN9tJNNxQ.EeXJZSQPkVny4N5v>

Passcode: 111853

Or One tap mobile :

+17193594580,,87032973206#,,,,*111853# US; +17207072699,,87032973206#,,,,*111853# US (Denver)

Or Telephone:

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

+1 719 359 4580 US; +1 720 707 2699 US (Denver)

Webinar ID: 870 3297 3206

Passcode: 111853

If members of the public would like to comment on an agenda item (either virtually or in person) please email your comments to bannick@ci.gladstone.or.us prior to 12:00 p.m. (noon) on March 12, 2024. Individuals attending in person may submit a speaker card to the City Recorder prior to the beginning of the meeting. Comments are limited to three (3) minutes.

The City Council will also have *Gladstone City Event Announcements* during the meeting and *Business from the Audience* at the end of the meeting. To speak during either time, (virtually or in person) please email bannick@ci.gladstone.or.us prior to 12:00 p.m. (noon) on March 12, 2024 with your name, topic of discussion and city of residence. Individuals attending in person may submit a speaker card to the City Recorder prior to the beginning of the meeting. Comments are limited to three (3) minutes.

ROLL CALL

FLAG SALUTE

INTRODUCTION – Oath of Office Administered to new Police Officer Richard Storm and School Resource Officer Robert Teague

AGENDA ADDITIONS OR CORRECTIONS

CONSENT AGENDA:

1. Approval of January 23, 2024 Special Meeting Minutes and February 13, 2024 Regular Minutes
2. Approval of January Bank Balances
3. Budget Report for Period ending 01-31-2024
4. Approval of January Check Register
5. Legal costs for December 2023

6. Department Head Monthly Reports for February 2024
7. Approval of Oregon Liquor & Cannabis Commission (OLCC) application for Gladstone's Pizza, 439 Portland Ave

CORRESPONDENCE: None

8. **REPORT – CLACKAMAS FIRE DISTRICT UPDATE** – Education on use of Naloxone/Narcan - Assistant Fire Chief Brian Stewart, Division Chief Rick Huffman and Community Paramedic Neil Clasen
9. **PRESENTATION – CLACKAMAS COMMUNITY COLLEGE BOND PROPOSAL FOR NOVEMBER 2024**
– President Tim Cook

10. GLADSTONE CITY EVENT ANNOUNCEMENTS

This is an opportunity for members of the audience to bring to the Council's attention any upcoming city events otherwise not listed on the Agenda. Comments will be limited to three (3) minutes per person. Speakers may not yield their time to others and must fill out a speaker card available in the back of the room prior to making a comment.

REGULAR AGENDA:

11. **PUBLIC HEARING: ORDINANCE 1528 - AMENDING GLADSTONE MUNICIPAL CODE (GMC) CHAPTER 17.78 – HOME OCCUPATIONS**
Consider approving Ordinance 1528 – amending GMC Chapter 17.78 – Home Occupations
12. **EVERGREEN STORM DRAIN PROJECT CONTRACT**
Consider awarding a public improvement contract to SLE Inc. in the amount of \$142,613.13 (including a 25% contingency) to complete the Evergreen Storm Drain Project.
13. **CURED IN PLACE PIPE (CIPP) SANITARY SEWER REPAIR PROJECT**
Consider awarding a public improvement contract to Iron Horse Excavation, LLC dba Oxbow Construction in the amount of \$117,317.50 (including a 25% contingency) to complete the 2024 CIPP Sanitary Sewer Repair Project.
14. **RESOLUTION 1234 – A RESOLUTION ADOPTING THE LIMITATION OF LIABILITY FOR CLAIMS ARISING FROM THE USE OF TRAILS OR STRUCTURES WITHIN PUBLIC EASEMENTS AND UNIMPROVED RIGHTS-OF-WAY UNDER ORS 105.668**
Consider approving Resolution 1234 – adopting the limitations of liability for claims arising from the use of trails or structures within public easements and unimproved rights-of-way under ORS 105.668
15. **ORDINANCE 1529 – AN ORDINANCE ADDING NEW GLADSTONE MUNICIPAL CODE (GMC) CHAPTER 2.90 – CREATION OF THE GLADSTONE YOUTH COUNCIL**
Consider approving Ordinance 1529 – adding new GMC Chapter 2.90 for the creation of the Gladstone Youth Council.
16. **GLADSTONE TREE BOARD AD-HOC COMMITTEE**
Consider creating an ad-hoc committee to act as the Gladstone Tree Board and making appointments to the Gladstone Tree Board

BUSINESS CARRIED FORWARD

BUSINESS FROM THE AUDIENCE

Visitors: This is an opportunity for members of the audience to bring to the Council's attention any item not otherwise listed on the Agenda. Comments will be limited to three (3) minutes per person. Speakers may not yield their time to others and must fill out a speaker card available in the back of the room prior to making a comment.

BUSINESS FROM THE COUNCIL

COUNCIL AGENDA PLANNING DOCUMENT

ADJOURN

Upcoming Meeting Dates:

- March 26, 2024 – City Council Work Session – 5:30 p.m.
 - April 9, 2024 – City Council Regular 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.



March

CONSENT AGENDA

GLADSTONE SPECIAL CITY COUNCIL MEETING MINUTES OF JANUARY 23, 2024

Meeting was called to order by Mayor Milch at 5:31 P.M. – (Via Zoom and In Person)

ROLL CALL:

Councilor Huckaby, Councilor Alexander, Councilor Reichle (via Zoom), Councilor Cook, Councilor Roberts, Councilor Garlington, Mayor Michael Milch

ABSENT:

None

STAFF:

Jacque Betz, City Administrator; Chad Jacobs, City Attorney; Tami Bannick, City Recorder;

Mayor Milch called the meeting to order. He explained that the City is abiding by guidelines set forth in House Bill 2560, which requires that they make all meetings accessible remotely through technologic means and provide the opportunity for the public to participate to the best of their ability. This meeting will be open to the public, both in person and virtually, using the Zoom platform.

1. WEST LINN YOUTH COUNCIL PRESENTATION:

The West Linn Youth Advisory Council gave a presentation to help the Gladstone City Council understand how their program works as the city works to build their own youth council. Presenting from West Linn were Co-Chair Annamika Konkola, and members Vanessa Partida, and Sabrina Zhang.

The youth council has been in existence since 2016. Their structure has two chairs and a secretary, treasurer, and communications chair. There are currently 15 members on their council. They work with the West Linn City Council, elected officials, city staff, and residents to advocate for issues affecting local youth and the community. Some accomplishments presented were the attendance of the 2023 Oregon Youth Summit, met with school officials and community leaders about substance abuse prevention and drug overdose resources, presented a draft of their communications plan, wrote a recommendation to ODOT concerning tolling, and have been focusing on city planning for this school year. They encourage guest speakers to attend each meeting to help the youth council understand topics relevant to the city such as Oregon Youth Line, Public Works, and the county clerk to talk about voting. The members at the presentation let the council know why and how they came to be a part of their youth council and answered detailed questions from Gladstone council members.

2. LIQUOR LICENSE APPROVAL:

This is a request for approval of a liquor license for Pinnacle 365 site 3207, 19805 McLoughlin Blvd. This is the Food Mart at the Texaco gas station for selling beer and wine for consumers to take off premise.

Councilor Alexander made a motion to approve the liquor license proposed to the council. This motion was seconded by Councilor Huckaby. Ms. Bannick took a roll call vote: Councilor Garlington – yes. Councilor Roberts – yes. Councilor Cook – yes. Councilor Reichle – yes. Councilor Alexander - yes. Councilor Huckaby - yes. Mayor Milch – yes. Motion passed with a unanimous vote.

3. RESOLUTION 1233 – CITY ADMINISTRATOR EMPLOYEE AGREEMENT:

Chad Jacobs from the City Attorney’s Office presented the Resolution. In a previous meeting, the Council asked to bring a new contract forward for renewal of City Administrator Betz’s position on the city staff. This was done in coordination with Council President Roberts. If approved, this will replace her current contract that expires on June 30, 2024 and will take effect on February 1, 2024. There were seven changes to the original contact that are all laid out in the council packet with the biggest change being setting the term to “indefinite.” This contract proposal does not have any cost impact to the city as Administrator Betz requested a pay cut of 5% and then have 5% put into deferred compensation by the city.

Councilor Alexander made a motion to adopt Resolution 1233 approving the new employment contract for the city administrator. This motion was seconded by Councilor Huckaby. Ms. Bannick took a roll call vote: Councilor Cook – yes. Councilor Reichle – yes. Councilor Alexander – yes. Councilor Huckaby – yes. Councilor Garlington – yes.. Councilor Roberts – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

Mayor Milch gave a few update reminders for the council. He pointed to the agenda for upcoming meeting dates but emphasized the annual training for volunteers on boards, commissions, and committees regarding government ethics on January 31.

ADJOURN:

Councilor Huckaby made a motion to adjourn the meeting. Motion was seconded by Councilor Roberts. Ms. Bannick took a roll call vote: Councilor Reichle – yes. Councilor Cook – yes. Councilor Roberts – yes. Councilor Garlington – yes. Councilor Huckaby – yes. Councilor Alexander – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

Meeting was adjourned at 6:15 P.M.

Approved by the Mayor this _____ day of _____, 2024.

ATTEST:

Michael Milch, Mayor

Tami Bannick, City Recorder

GLADSTONE CITY COUNCIL MEETING MINUTES OF FEBRUARY 13, 2024

Meeting was called to order by Mayor Milch at 6:31 p.m. – (Via Zoom and In Person)

ROLL CALL:

Mayor Milch, Councilor Huckaby, Councilor Alexander, Councilor Reichle (via Zoom), Councilor Cook (via Zoom), Councilor Garlington

ABSENT:

Councilor Roberts

STAFF:

Jacque Betz, City Administrator; Darren Caniparoli, Public Works Director; John Schmerber, Police Chief; Cathy Brucker, Finance Consultant; Chad Jacobs, City Attorney; Tami Bannick, City Recorder;

INTRODUCTION:

Police Chief Schmerber introduced new police officer, Officer Oscar Zacarias-Paz. City Administrator Betz administered the Oath of Office; Officer Zacarias-Paz's wife pinned on his badge.

AGENDA ADDITIONS OR CORRECTIONS:

None.

CONSENT AGENDA:

1. Approval of January 9, 2024 Regular Minutes
2. Approval of December Bank Balances
3. Budget Report for Period ending 12-31-2023
4. Approval of December Check Register
5. Legal costs for November 2023
6. Department Head Monthly Reports for January 2024

Councilor Reichle made a motion to pull item one from the Consent Agenda. This motion was seconded by Councilor Huckaby. Ms. Bannick took a roll call vote: Councilor Huckaby – yes. Councilor Alexander – yes. Councilor Reichle – yes. Councilor Cook – yes. Councilor Garlington – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

Councilor Huckaby made a motion to approve the remainder of the Consent Agenda, including items #2-#6. The motion was seconded by Councilor Alexander. Ms. Bannick took a roll call vote: Councilor Garlington – yes. Councilor Cook – yes. Councilor Reichle – yes. Councilor Alexander – yes. Councilor Huckaby – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

Councilor Reichle gave a correction to item one of the Consent Agenda. In the Meeting Minutes under Business from the Council in Councilor Reichle's statement, she referred to *backfilling* of the pathways, but it should be *gap funding* of the pathways.

A motion was made by Councilor Reichle to amend page 1-5 of the January 9, 2024 meeting minutes to replace the word “backfilling” with the words “gap funding.” The motion was seconded by Councilor Huckaby. Ms. Bannick took a roll call vote: Councilor Alexander – yes. Councilor Reichle – yes. Councilor Cook – yes. Councilor Garlington - yes. Councilor Huckaby – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

Councilor Alexander made a motion to approve the amended Meeting Minutes for January 9, 2024. The motion was seconded by Councilor Huckaby. Ms. Bannick took a roll call vote: Councilor Cook – yes. Councilor Reichle – yes. Councilor Alexander – yes. Councilor Huckaby - yes. Councilor Garlington - yes. Mayor Milch – yes. The January 9, 2024 amended meeting minutes are approved.

CORRESPONDENCE:

None.

7. REPORT – CITY OF GLADSTONE INCLEMENT WEATHER EVENT DEBRIEF

Administrator Betz gave the inclement weather event debrief. Gladstone had no long-term impacts related to the recent ice and snowstorm. The city used lessons learned from the ice storm of 2020 and prepared accordingly for this weather event. Public Works had crews working 12-hour shifts, and Administrator Betz, Police Chief Schmerber, and Public Works Director Caniparoli were in contact 24/7 between January 15-19. Chief Schmerber also kept in daily contact with Clackamas County Emergency Management. Overtime had been budgeted, so there was no financial impact to the city. All main streets were maintained and kept operational with no downed trees. PGE’s actions last summer of thinning trees and replacing utility poles helped mitigate power outage issues. Staff at the community center and volunteers prepared and delivered meals to 50 homebound clients, and the police department and LoveOne helped get shelter access for those in need. Chief Schmerber, Public Works Director Caniparoli, and Administrator Betz thanked their employees, PGE, and the community center volunteers for all of their help and hard work during this event.

8. REPORT – CLACKAMAS FIRE DISTRICT UPDATE

Assistant Chief Brian Stewart reported that the fire department fared well during the weather event because they made sure to have plenty of staff available in preparation. They had double the amount of calls than normal running several hundred calls per day with about 2,000 apparatus responses in that 6-day period. They also made sure that people who lost power had access they needed to essential services. An incident action plan was established and communicated across staff in the jurisdiction and partner agencies. There was staff onsite every day to provide essential functions such as keeping the apparatus going, the engines equipped, and medical supplies available. Councilor Huckaby inquired about a post she saw on social media for the public to bring debris down to a central location for the fire department to help remove. Assistant Chief Stewart was not aware of how much this was used for this event, but it has been highly utilized in the past.

Assistant Chief Stewart introduced Captain Greg LeDoux who will be the new fire captain for Gladstone Fire Station 22. He also mentioned the new newsletter from the fire department called The Siren that was in the Council’s meeting packet.

9. REPORT – 2023 GLADSTONE LIBRARY REPORT

Mitzi Olson, Library Director, offered some background on the library project. Since the pandemic, the library is now seeing a slight increase in usage. Circulation of materials is higher than last year, and e-books and e-audio books are getting checked out at a higher rate. Summer reading finishers stayed close to the prior year's number. Door counts rose by 4,000 visitors between last year (31,000) and this year (35,000), and seed checkouts continue to increase in popularity since the program's introduction in 2020. While usage is not quite back to pre-pandemic levels, it is expected that there will be an increase when the new library opens in August 2024. An additional Youth Services Librarian has been hired to enrich youth programs. Current offerings for youth include English and Spanish story times, a Wednesday early release Snack and STEM program, and take and make crafts. For adults, there are craft classes, a monthly lunch and learn for seniors, and a book club. The library also participates in several community events such as the Gladstone Nature Park Arbor Day Event, Community Festival, special events in the park, the Halloween event, and a seasonal story walk. They continue with their partnership with the volunteers and the Gladstone Foundation to offer the Seeds for Sharing program. Ms. Olson will continue to build strong connections and relationships with city partners and stakeholders.

Jason Varga, Project Manager, gave an update on the Gladstone Library Building Project. Since the last meeting with the Council, the GMP budget went up a little over \$500,000, and ARPA funding covered that increase. Mr. Varga showed a job site camera that is available for the community to watch a time lapse of the building project with completion expected in mid-August 2024. So far, construction has moved at the expected pace even with the recent ice and snowstorm. An RFQ will be sent for public art as there will be areas in the building for art to be displayed. The hope is to use local artists, and a suggestion was made to include school youth.

10. GLADSTONE CITY EVENTS ANNOUNCEMENTS

Bob Everett from the Gladstone Rotary Oak Lodge announced Bingo night on February 16th. This month, the beneficiary of the proceeds will go the Rotary Oak Lodge. Next month will benefit the eighth grade graduation, and choir will receive May's benefit. Community Festival will be the first weekend in August. The Clothes Closet is open every Saturday from 10:00 a.m. to noon. The rotary club is now volunteering at Tukwila every three months, and they welcome any groups who would like to volunteer.

REGULAR AGENDA:

11. 2022-2023 FISCAL AUDIT FOR CITY OF GLADSTONE

Cathy Brucker, Finance Consultant advised Merina + Co LLP., the city's independent auditors, completed their audit of the annual financial statements and met with the city's audit committee on January 29, 2024. The audit committee recommended approval of the annual financial statements. The city received a 30-day extension because implementation of new GASB standards and the North Clackamas County Water Commission (NCCWC) audit took extra time to complete. The city was unable to complete the audit by January 31, 2024, so an estimate was used for annual activity, and if any adjustment is needed because of the estimate, it will be reviewed in the following fiscal year.

Tonya Moffitt, Merina & Co, LLP indicated the audit was complete on January 30, 2024 for fiscal year ending June 30, 2023 and the audit report was unmodified, or a clean opinion, which is the highest level of a financial statement opinion that can be given. The estimates that were used in the information provided to the Audit Division were for the joint venture with NCCWC, depreciation and compensated

absences, net pension liability, and net other post-employment benefit liabilities. There was one uncorrected misstatement that had to do with billable revenue which was just a timing difference that is always in Gladstone's financial statements. There were a couple over expenditures for the library and police and communications levies. Overall, the audit was great.

Councilor Alexander made a motion to approve City of Gladstone's annual financial report for the fiscal year ending June 30, 2023. Motion was seconded by Councilor Reichle. Ms. Bannick took a roll call vote: Councilor Reichle – yes. Councilor Alexander – yes. Councilor Huckaby – yes. Councilor Cook – yes. Councilor Garlington – yes. Mayor Milch-yes. Motion passed with a unanimous vote.

ADJOURN TO GLADSTONE URBAN RENEWAL AGENCY MINUTES AT 7:41 P.M.

RECONVENE TO REGULAR CITY COUNCIL MEETING AT 7:45 P.M.

14. GLADSTONE INFRASTRUCTURE INFILTRATION AND INFILL REDUCTION PROGRAM CONTRACT, PHASE 1 AND PHASE 2

Public Works Director Darren Caniparoli indicated in spring 2019, Gladstone and DEQ entered into a Mutual Agreement Order to correct deficiencies pertaining to raw sewage overflowing into the Clackamas River and are currently on the final step which is construction. The lowest bid for construction came from Braun Construction & Design for \$1,343,535. The staff recommends a 25% contingency of \$335,883.75 for a total contract amount of \$1,679,418.75. The original reported estimate was \$2.2 million. This construction will be funded first with \$1.2 million in American Rescue Plan Act (ARPA) funds and remaining from Storm and Sanitary Capital Funds. The city will receive a 33% reimbursement from Water Environmental Services (WES) for any capital funds used.

A brief discussion followed and clarification questions were answered.

Councilor Garlington moved to approved a public improvement contract to Braun Construction & Design LLC in the amount not to exceed \$1,679,418.75 to complete phase 1 and 2 of the Gladstone Infiltration and Inflow Project Reduction Program. The motion was seconded by Councilor Reichle. Ms. Bannick took a roll call vote: Councilor Alexander – yes. Councilor Huckaby – yes. Councilor Garlington – yes. Councilor Cook - yes. Councilor Reichle – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

15. APPOINTMENTS TO THE GLADSTONE TOWN CENTER STAKEHOLDER ADVISORY COMMITTEE (SAC)

City Administrator Betz advised with Council acceptance of a grant from the Department of Land Conservation and Development to enact parking reform and establish a town center, a stakeholder advisory committee is required to be formed. City staff is recommending Council approval of the following individuals for the group: Dr. Bob Everett, DMD; Liz Banta; Bryce Colson; Kaleb Eisele; Lisa Eirene; Glen Hamburg, Metro; and Kelly Reid, Oregon Department of Land Conservation and Development. Mayor Milch offered to be the City Council representative - all Councilors agreed. The advisory group will need a member of the Planning Commission. This group will meet every 3-4 months until February 2025.

Councilor Alexander made a motion that the council support the Mayor in appointing the above mentioned members and including the Mayor to an ad hoc committee to provide feedback on the Gladstone Town Center Project. City staff members will include City Administrator Betz and Senior Planner Heather Austin. The motion was seconded by Councilor Huckaby. Ms. Bannick took a roll call vote: Councilor Huckaby – yes. Councilor Alexander – yes. Councilor Reichle - yes. Councilor Cook - yes. Councilor Garlington – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

16. RECOMMENDATION FROM THE PARK & RECREATION ADVISORY BOARD REGARDING METRO LOCAL SHARE FUNDING PRIORITIES

City Administrator Betz provided a brief background advising a tour was provided by the Mayor and staff to Metro’s Chief Operating Officer and their Parks & Nature Director. The City of Gladstone learned that there is \$850,000 allocated to Gladstone projects that qualify through the Metro Local Share Bond that passed in 2019. Metro staff talked to the Parks & Recreation Advisory Board about qualifying criteria. The board discussed options in December 2023 and made recommendations at their January 2024 meeting. The recommendations are restrooms and a picnic shelter at the Gladstone Nature Park, gap funding for the Gladstone Nature Park Paved Loop Trail Project, 2-3 picnic shelters at Meldrum Bar Park, and ADA access to restrooms and picnic tables at Max Patterson Park. These projects are on a reimbursement basis, so they will need to be budgeted out over time. The city has until 2029 to spend the funds. Some basic estimates are \$350,000-450,000 for the bathrooms and approximately \$100,000 for the shelters. There is some work that needs to be done with community engagement and an archeological study for the Paved Loop Trail Project before any of these recommendations get started. If the Council agrees with these park projects, the city staff will begin the process of creating cost estimates and a timeline.

After a brief discussion, Councilor Garlington made a motion for the council to accept the Parks and Recreation Board’s recommendation and provide direction to apply funds for restrooms and a picnic shelter at Gladstone Nature Park first before advancing other projects. The motion was seconded by Councilor Alexander and Councilor Reichle in tandem. Ms. Bannick took a roll call vote: Councilor Garlington – yes. Councilor Cook – yes. Councilor Reichle – yes. Councilor Alexander – yes. Councilor Huckaby – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

17. METRO’S NATURE IN NEIGHBORHOOD GRANT FOR ALL-INCLUSIVE BIRD BLIND

City Administrator Betz advised the Friends of the Gladstone Nature Park asked for permission to apply for a Metro Nature and Neighborhoods grant for an all-inclusive bird viewing blind at the Gladstone Nature Park. The blind would be located near the East Overlook and would adjoin with the Paved Loop Trail when complete. The council packet for the meeting gave information on tourism money that bird viewing can bring to an area. If funds are awarded for the blind, they would have two years complete the project. The Blind project aligns with two City Council goals: The first is communication and engagement by enhancing diversity, equity, inclusion, and accessibility by removing barriers to better serve the community. The second is with the park project that will give research funding opportunities to complete projects in the master plan. The deadline to file for the grant was January 25th which was before meeting with the Parks and Recreation Board or the City Council, so Administrator Betz authorized that filing. This was presented to the Parks and Recreation Board on February 12, 2024, and they approved a recommendation to the Council to authorize the application submission which will be for \$79,500.

Councilor Alexander made a motion that the City Council support The Friends of the Gladstone Nature Park’s application that the Paved Loop Pathway be constructed first followed by a bird blind. The motion was seconded by Councilor Reichle. Ms. Bannick took a roll call vote: Councilor Reichle – yes. Councilor Cook – yes. Councilor Garlington – yes. Councilor Huckaby – yes. Councilor Alexander – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

BUSINESS CARRIED FORWARD:

None.

BUSINESS FROM THE AUDIENCE:

John Kilstrum, Gladstone resident, brought up a news report concerning the sale of the mobile home park in Gladstone, and he wanted to know if the council or city has addressed the issue in any manner.

Administrator Betz acknowledged that the city had reached out to the residents with resources, and they have been in contact with Clackamas County Housing Authority for help as well. There are still some unknowns regarding the sale, but the city continues to be in communication with the residents.

BUSINESS FROM THE COUNCIL

Councilor Cook: In January, they had their business mixer led by Marci Jory from the city, and they had excellent attendance and engagement. Local business owners came together to share ideas and concerns and build community. They received feedback that will be used to improve the mixer for the future. Interest was expressed for creating a Gladstone business organization as an independent nonprofit.

Councilor Reichle: She appreciated the social media push to get the community back out to support local business after the ice storm. The Parks & Recreation Advisory Board had a meeting on February 12th that was recorded with a presentation by Elaine Stewart. She advised that the chips have been placed at Meldrum Bar Park on the playground, and a grand opening is scheduled for February 28th at 3:00 p.m. The final step for the Robin Hood Park improvement is the swing installation and removal of old structure. Upgraded park items such as tables, benches, and garbage cans have arrive and put together and are waiting for installation. At the next Parks and Recreation Board meeting, they will be discussing considerations for new park projects. Unrelated to parks, Councilor Reichle mentioned a fundraising event for Gladstone Food Pantry at High Rocks Restaurant on February 17th from 1:00-4:00 p.m.

Councilor Alexander: He thanked Scott Johnson from Public Works who took steps to catch some vandals defacing property so they will be held accountable for the damage. He appreciated Chief Schmerber's explanation in his report about Measure 110 and what they are trying to do to adjust and clean it up.

Councilor Garlington: She echoed Councilor Reichle's mention of the Food Pantry fundraiser. She met with Clackamas Fire alongside Councilor Alexander and Administrator Betz, and they were all excited to have them as part of the Gladstone community. A Clackamas County Library meeting will be held on February 15th at Oak Grove Library. She thanked the meal delivery team for their help during the storm. She added that the nonprofit Pickleball group is accepting applications for the year.

Councilor Huckaby: She thanked Chief Schmerber for his opening remarks and monthly report as well as offering appreciation to Yvonne McNeil for her hard work with the community. She reported on her attendance at the 3-day workshop *Reframing Racism* held at the Center for Equity and Inclusion in Northeast Portland. She will be meeting with some members of the Gladstone High School Leadership Team on February 14th along with Councilor Roberts and Administrator Betz. She reminded everyone that February is Black History Month and encouraged conversations within the community and support of black-owned businesses.

Mayor Milch: He recently had some opportunities to engaged with the schools where he participated in mock interviews with high school students and was invited to read to a kindergarten class. He mentioned that their cheerleading team won the state championship for the fifth year in a row for the 4A, 3A, 2A, and 1A class of competitive cheer at the championships held at Oregon City High School. He is on a couple of subcommittees working on transportation and housing issues at the state level. Governor Kotek introduced Senate Bill 1537 that set a goal of adding 36,000 housing units in the next 10 years in hopes that the increase in supply will impact affordability. Locally, he has seen people in Gladstone come to the Planning Department looking for creative ways to add more housing to the area by turning single-family lots into multi-family spaces with duplexes and/or triplexes.

ADJOURN:

Councilor Huckaby made a motion to adjourn. Motion was seconded by Councilor Garlington. Ms. Bannick took a roll call vote: Councilor Huckaby – yes. Councilor Alexander – yes. Councilor Reichle – yes. Councilor Cook – yes. Councilor Garlington – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

Meeting was adjourned at 8:54 p.m.

Approved by the Mayor this _____ day of _____, 2023.

ATTEST:

Michael Milch, Mayor

Tami Bannick, City Recorder

BANK BALANCES						
Month Ending Balance						
Bank	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023
LGIP -City Of Gladstone #4472	\$ 25,192,979.55	\$ 25,449,877.99	\$ 25,170,836.81	\$ 24,467,079.91	\$ 28,039,448.67	\$ 29,057,323.10
LGIP - Urban Renewal Agency #4650	2,427,381.48	2,438,367.43	2,450,180.17	2,248,798.67	3,064,490.89	3,287,798.75
Checking Accounts:						
General Fund	432,049.63	169,111.09	104,430.92	207,700.44	342,634.77	90,843.34
Urban Renewal	549,462.65	33,760.33	33,760.60	33,760.88	31,631.15	31,631.41
Municipal Court	28,242.65	30,073.80	31,893.41	29,051.19	29,895.73	32,814.18
Totals	\$ 28,630,115.96	\$ 28,121,190.64	\$ 27,791,101.91	\$ 26,986,391.09	\$ 31,508,101.21	\$ 32,500,410.78
Bank	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024
LGIP -City Of Gladstone #4472	\$ 28,158,945.42					
LGIP - Urban Renewal Agency #4650	3,289,809.67					
Checking Accounts:						
General Fund	15,506.87					
Urban Renewal	51,379.79					
Municipal Court	29,380.23					
Totals	\$ 31,545,021.98	\$ -	\$ -	\$ -	\$ -	\$ -



Budget Report Account Summary

For Fiscal: 2023-2024 Period Ending: 01/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 100 - GENERAL FUND							
Revenue							
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL							
RptType: 3000 - BEG FUND BAL.							
100-000-309999	BEGINNING FUND BALANCE	8,240,000.00	8,240,000.00	0.00	0.00	-8,240,000.00	0.00 %
	RptType: 3000 - BEG FUND BAL. Total:	8,240,000.00	8,240,000.00	0.00	0.00	-8,240,000.00	0.00%
RptType: 3100 - LOCAL TAXES							
100-000-310010	CURRENT YEAR TAXES	9,959,943.00	9,959,943.00	46,930.11	4,549,402.33	-5,410,540.67	45.68 %
100-000-310050	PRIOR YEAR TAXES	70,000.00	70,000.00	2,750.68	23,592.98	-46,407.02	33.70 %
100-000-314045	TRANSIENT LODGING TAX	350,000.00	350,000.00	28,342.20	81,519.90	-268,480.10	23.29 %
	RptType: 3100 - LOCAL TAXES Total:	10,379,943.00	10,379,943.00	78,022.99	4,654,515.21	-5,725,427.79	44.84%
RptType: 3110 - STATE SHARED TAXES							
100-000-310170	STATE REVENUE SHARING	310,000.00	310,000.00	0.00	38,416.24	-271,583.76	12.39 %
100-000-311010	ALCOHOL TAX REVENUE	486,922.00	486,922.00	18,744.84	99,724.85	-387,197.15	20.48 %
100-000-311015	MARIJUANA TAX	88,955.00	88,955.00	7,577.41	20,604.58	-68,350.42	23.16 %
100-000-311020	CIGARETTE TAX REVENUE	17,402.00	17,402.00	623.49	4,350.39	-13,051.61	25.00 %
	RptType: 3110 - STATE SHARED TAXES Total:	903,279.00	903,279.00	26,945.74	163,096.06	-740,182.94	18.06%
RptType: 3120 - RIGHT OF WAY FEES							
100-000-312010	GLADSTONE DISPOSAL FRANCHISE ...	275,000.00	275,000.00	31,213.02	68,398.99	-206,601.01	24.87 %
100-000-312025	PGE FRANCHISE FEES	1,018,440.00	1,018,440.00	0.00	0.00	-1,018,440.00	0.00 %
100-000-312030	NW NATURAL GAS FRANCHISE FEE	315,700.00	315,700.00	0.00	12,344.37	-303,355.63	3.91 %
100-000-312040	COMCAST CABLE TV FRANCHISE FE	280,000.00	280,000.00	0.00	33,096.15	-246,903.85	11.82 %
	RptType: 3120 - RIGHT OF WAY FEES Total:	1,889,140.00	1,889,140.00	31,213.02	113,839.51	-1,775,300.49	6.03%
RptType: 3130 - LICENSES AND PERMITS							
100-000-313010	BUSINESS LICENSE FEES	187,500.00	187,500.00	26,366.25	77,056.25	-110,443.75	41.10 %
100-000-313015	LIQUOR LICENSE RENEWALS	1,000.00	1,000.00	75.00	245.00	-755.00	24.50 %
100-000-313020	ALARM PERMITS	19,000.00	19,000.00	95.74	2,270.74	-16,729.26	11.95 %
100-000-313025	PARKING PERMITS	227,000.00	227,000.00	2,127.00	39,127.00	-187,873.00	17.24 %
	RptType: 3130 - LICENSES AND PERMITS Total:	434,500.00	434,500.00	28,663.99	118,698.99	-315,801.01	27.32%
RptType: 3140 - CHARGES FOR SERVICES							
100-000-314010	RECREATION FEES	14,000.00	14,000.00	500.00	2,829.17	-11,170.83	20.21 %
100-000-314015	COMMUNITY CENTER BUILDING RE...	13,500.00	13,500.00	1,130.00	6,362.50	-7,137.50	47.13 %
100-000-314020	PLANNING APPLICATION FEES	80,000.00	80,000.00	11,701.00	24,374.88	-55,625.12	30.47 %
100-000-314025	SOCIAL SERVICES CONTRACT	90,000.00	90,000.00	6,624.19	22,646.74	-67,353.26	25.16 %
100-000-314030	LIEN SEARCH FEES	9,500.00	9,500.00	150.00	1,650.00	-7,850.00	17.37 %
	RptType: 3140 - CHARGES FOR SERVICES Total:	207,000.00	207,000.00	20,105.19	57,863.29	-149,136.71	27.95%
RptType: 3141 - SDC							
100-000-314110	PARK SDC FEES	0.00	0.00	0.00	392.67	392.67	0.00 %
100-000-314111	SDC REIMBURSEMENT FEE	0.00	0.00	0.00	3,669.48	3,669.48	0.00 %
	RptType: 3141 - SDC Total:	0.00	0.00	0.00	4,062.15	4,062.15	0.00%
RptType: 3150 - GRANTS							
100-000-315030	POLICE GRANTS	90,000.00	90,000.00	4,513.05	13,866.76	-76,133.24	15.41 %
100-000-315055	MARINE BOARD MAINTENANCE GR...	0.00	0.00	0.00	8,840.00	8,840.00	0.00 %
100-000-315065	WES/GOOD NEIGHBOR GRANT	110,250.00	110,250.00	0.00	50,000.00	-60,250.00	45.35 %
100-000-315075	COMM. CENTER STATE/LOCAL FU...	0.00	0.00	0.00	4,005.75	4,005.75	0.00 %
100-000-315080	OTHER GRANTS	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
	RptType: 3150 - GRANTS Total:	300,250.00	300,250.00	4,513.05	76,712.51	-223,537.49	25.55%

Budget Report

For Fiscal: 2023-2024 Period Ending: 01/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
RptType: 3260 - FINES AND FORFEITURES							
100-000-326010	COURT FINES & FORFEITURES	670,000.00	670,000.00	26,498.83	170,223.66	-499,776.34	25.41 %
	RptType: 3260 - FINES AND FORFEITURES Total:	670,000.00	670,000.00	26,498.83	170,223.66	-499,776.34	25.41%
RptType: 3301 - INTEREST							
100-000-330100	INTEREST	565,000.00	565,000.00	120,507.52	729,361.91	164,361.91	129.09 %
	RptType: 3301 - INTEREST Total:	565,000.00	565,000.00	120,507.52	729,361.91	164,361.91	129.09%
RptType: 3600 - MISCELLANEOUS							
100-000-360000	ALL OTHER GF RECEIPTS	40,000.00	40,000.00	496.03	12,025.27	-27,974.73	30.06 %
100-000-360100	NAT'L OPIOID SETTLEMENT FUNDS	140,000.00	140,000.00	0.00	9,054.77	-130,945.23	6.47 %
100-000-362115	COMMUNITY CENTER MISC. INCO...	5,500.00	5,500.00	40.00	3,230.20	-2,269.80	58.73 %
100-000-362212	TRAM TRIPS	22,000.00	22,000.00	663.00	7,980.73	-14,019.27	36.28 %
100-000-362213	MEAL DONATIONS	40,000.00	40,000.00	1,182.00	18,785.06	-21,214.94	46.96 %
	RptType: 3600 - MISCELLANEOUS Total:	247,500.00	247,500.00	2,381.03	51,076.03	-196,423.97	20.64%
RptType: 3700 - OTHER							
100-000-371000	SALE OF SURPLUS EQUIP/PROPERTY	30,000.00	30,000.00	607.17	11,303.93	-18,696.07	37.68 %
	RptType: 3700 - OTHER Total:	30,000.00	30,000.00	607.17	11,303.93	-18,696.07	37.68%
	Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	23,866,612.00	23,866,612.00	339,458.53	6,150,753.25	-17,715,858.75	25.77%
Department: 910 - TRANSFER IN							
RptType: 3990 - TRANSFERS IN							
100-910-399105	TRANSFER IN FROM ARPA FUND	653,500.00	653,500.00	0.00	0.00	-653,500.00	0.00 %
100-910-399205	TRANSFER IN FROM STREET FUND	584,717.00	584,717.00	0.00	0.00	-584,717.00	0.00 %
100-910-399390	TRANSFER IN FROM URBAN RENE...	590,503.00	590,503.00	0.00	212,866.48	-377,636.52	36.05 %
100-910-399730	TRANSFER IN FROM SEWER FUND	417,900.00	417,900.00	0.00	0.00	-417,900.00	0.00 %
100-910-399740	TRANSFER IN FROM WATER FUND	523,678.00	523,678.00	0.00	0.00	-523,678.00	0.00 %
100-910-399750	TRANSFER IN FROM STORM WATER	427,101.00	427,101.00	0.00	0.00	-427,101.00	0.00 %
	RptType: 3990 - TRANSFERS IN Total:	3,197,399.00	3,197,399.00	0.00	212,866.48	-2,984,532.52	6.66%
	Department: 910 - TRANSFER IN Total:	3,197,399.00	3,197,399.00	0.00	212,866.48	-2,984,532.52	6.66%
	Revenue Total:	27,064,011.00	27,064,011.00	339,458.53	6,363,619.73	-20,700,391.27	23.51%
Expense							
Department: 121 - ADMIN							
RptCategory: 40 - PERSONNEL SERVICES							
100-121-431010	CITY ADMINISTRATOR	409,752.00	409,752.00	17,220.82	120,083.04	289,668.96	29.31 %
100-121-431020	CITY RECRDR/HR MGR	390,672.00	390,672.00	8,504.00	59,528.00	331,144.00	15.24 %
100-121-431030	FINANCE DIRECTOR (.80)	206,542.00	206,542.00	0.00	0.00	206,542.00	0.00 %
100-121-431035	TOURISM/EC DEV COORDINATOR	127,812.00	127,812.00	4,874.36	29,474.69	98,337.31	23.06 %
100-121-431070	OFFICE ASSISTANT	154,764.00	154,764.00	6,354.00	44,478.00	110,286.00	28.74 %
100-121-431500	ACCOUNTING CLERK	182,179.00	182,179.00	7,769.80	53,439.40	128,739.60	29.33 %
100-121-450500	CAREER RECOGNITION PAY	17,311.00	17,311.00	755.62	5,263.90	12,047.10	30.41 %
100-121-470000	ASSOCIATED PAYROLL COSTS	887,946.00	887,946.00	24,430.65	163,468.33	724,477.67	18.41 %
	RptCategory: 40 - PERSONNEL SERVICES Total:	2,376,978.00	2,376,978.00	69,909.25	475,735.36	1,901,242.64	20.01%
RptCategory: 50 - MATERIAL AND SERVICES							
100-121-500110	CONTRACTUAL & PROFESSIONAL S...	152,700.00	152,700.00	46,153.87	142,993.62	9,706.38	93.64 %
100-121-500120	MUNICIPAL AUDIT CONTRACT	67,500.00	67,500.00	350.00	10,850.00	56,650.00	16.07 %
100-121-500130	LEGAL FEES	206,000.00	206,000.00	5,271.73	54,470.53	151,529.47	26.44 %
100-121-500490	COUNCIL ACTIVITIES	25,000.00	25,000.00	167.80	8,603.86	16,396.14	34.42 %
100-121-500491	OUTSIDE AGENCY REQUESTS	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
100-121-500492	PLANNING SERVICES CONTRACT	180,000.00	180,000.00	0.00	67,250.00	112,750.00	37.36 %
100-121-510020	COMM PROMOTIONS/BUSINESS D...	293,000.00	293,000.00	420.75	9,393.35	283,606.65	3.21 %
100-121-510021	TOURISM PROMOTION/ACTIVITIES	42,000.00	42,000.00	0.00	10,147.62	31,852.38	24.16 %
100-121-520120	BANK CHARGES	8,700.00	8,700.00	372.89	985.62	7,714.38	11.33 %
100-121-520400	OFFICE SUPPLIES & EQUIPMENT	37,000.00	37,000.00	169.35	7,311.59	29,688.41	19.76 %
100-121-520450	CITY NEWSLETTER	85,000.00	85,000.00	1,227.47	19,922.72	65,077.28	23.44 %
100-121-530000	FIRE & LIABILITY INSURANCE	436,800.00	436,800.00	0.00	200,462.76	236,337.24	45.89 %
100-121-530200	EMERGENCY MANAGEMENT	5,000.00	5,000.00	42.75	443.65	4,556.35	8.87 %
100-121-540110	EMPLOYEE APPRECIATION	8,000.00	8,000.00	0.00	1,204.35	6,795.65	15.05 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 01/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-121-540120	PERSONNEL RECRUITMENT	20,000.00	20,000.00	100.00	1,559.50	18,440.50	7.80 %
100-121-540200	DUES & MEMBERSHIPS	60,000.00	60,000.00	403.99	13,671.81	46,328.19	22.79 %
100-121-540220	TRAVEL, CONFERENCES & TRAINING	45,000.00	45,000.00	375.00	6,347.67	38,652.33	14.11 %
100-121-540230	MILEAGE REIMBURSEMENT	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
100-121-542000	PUBLICATIONS & SUBSCRIPTIONS	15,000.00	15,000.00	0.00	3,694.19	11,305.81	24.63 %
100-121-560120	TELEPHONES	18,500.00	18,500.00	651.38	4,456.42	14,043.58	24.09 %
RptCategory: 50 - MATERIAL AND SERVICES Total:		1,717,200.00	1,717,200.00	55,706.98	563,769.26	1,153,430.74	32.83%
Department: 121 - ADMIN Total:		4,094,178.00	4,094,178.00	125,616.23	1,039,504.62	3,054,673.38	25.39%
Department: 122 - INFORMATION TECHNOLOGY							
RptCategory: 40 - PERSONNEL SERVICES							
100-122-432010	IT MANAGER	239,844.00	239,844.00	9,844.00	68,908.00	170,936.00	28.73 %
100-122-470000	ASSOCIATED PAYROLL COSTS	125,511.00	125,511.00	5,090.53	35,322.58	90,188.42	28.14 %
RptCategory: 40 - PERSONNEL SERVICES Total:		365,355.00	365,355.00	14,934.53	104,230.58	261,124.42	28.53%
RptCategory: 50 - MATERIAL AND SERVICES							
100-122-500110	CONTRACTUAL & PROFESSIONAL	10,600.00	10,600.00	0.00	2,500.00	8,100.00	23.58 %
100-122-500210	COMPUTER/TECHNOLOGY SERVICE	247,524.00	247,524.00	9,557.85	62,174.33	185,349.67	25.12 %
100-122-520400	OFFICE SUPPLIES & EQUIPMENT	40,260.00	40,260.00	1,340.49	9,260.41	30,999.59	23.00 %
100-122-540220	TRAVEL, CONFERENCES & TRAINING	3,000.00	3,000.00	0.00	562.84	2,437.16	18.76 %
100-122-540300	SMALL TOOLS, EQUIPMENT & SAFE...	1,000.00	1,000.00	0.00	72.77	927.23	7.28 %
100-122-560110	CELL PHONES, PAGERS & RADIOS	71,076.00	71,076.00	2,511.76	17,585.20	53,490.80	24.74 %
RptCategory: 50 - MATERIAL AND SERVICES Total:		373,460.00	373,460.00	13,410.10	92,155.55	281,304.45	24.68%
RptCategory: 60 - CAPITAL OUTLAY							
100-122-661018	COMPUTER & EQUIPMENT RESERVE	130,499.00	130,499.00	0.00	14,741.02	115,757.98	11.30 %
RptCategory: 60 - CAPITAL OUTLAY Total:		130,499.00	130,499.00	0.00	14,741.02	115,757.98	11.30%
Department: 122 - INFORMATION TECHNOLOGY Total:		869,314.00	869,314.00	28,344.63	211,127.15	658,186.85	24.29%
Department: 124 - FACILITIES							
RptCategory: 40 - PERSONNEL SERVICES							
100-124-437050	PUBLIC WORKS SUPERVISOR	19,846.00	19,846.00	0.00	256.67	19,589.33	1.29 %
100-124-437070	UTILITY WORKER II	119,296.00	119,296.00	5,586.56	31,587.88	87,708.12	26.48 %
100-124-450100	OVERTIME	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
100-124-470000	ASSOCIATED PAYROLL COSTS	81,639.00	81,639.00	3,031.41	17,211.12	64,427.88	21.08 %
RptCategory: 40 - PERSONNEL SERVICES Total:		221,781.00	221,781.00	8,617.97	49,055.67	172,725.33	22.12%
RptCategory: 50 - MATERIAL AND SERVICES							
100-124-500110	CONTRACTUAL & PROFESSIONAL S...	165,500.00	165,500.00	1,485.68	25,712.50	139,787.50	15.54 %
100-124-520130	OPERATIONS, MAINTENANCE & RE...	100,000.00	100,000.00	3,223.88	31,325.50	68,674.50	31.33 %
100-124-540220	TRAVEL, CONFERENCES & TRAINING	2,500.00	2,500.00	35.55	35.55	2,464.45	1.42 %
100-124-540300	SMALL TOOLS, EQUIPMENT & SAFE...	5,000.00	5,000.00	65.17	2,124.87	2,875.13	42.50 %
100-124-560100	UTILITIES	193,500.00	193,500.00	10,842.80	82,138.12	111,361.88	42.45 %
RptCategory: 50 - MATERIAL AND SERVICES Total:		466,500.00	466,500.00	15,653.08	141,336.54	325,163.46	30.30%
RptCategory: 60 - CAPITAL OUTLAY							
100-124-641000	FACILITY IMPROVEMENTS	0.00	0.00	0.00	2,810.00	-2,810.00	0.00 %
100-124-641005	PUBLIC WORKS FACILITY CONSTRU...	4,660,188.00	4,660,188.00	3,725.40	1,879,431.15	2,780,756.85	40.33 %
100-124-641010	BUILDING RESERVE/REPAIR	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
RptCategory: 60 - CAPITAL OUTLAY Total:		4,680,188.00	4,680,188.00	3,725.40	1,882,241.15	2,797,946.85	40.22%
Department: 124 - FACILITIES Total:		5,368,469.00	5,368,469.00	27,996.45	2,072,633.36	3,295,835.64	38.61%
Department: 220 - COURT							
RptCategory: 40 - PERSONNEL SERVICES							
100-220-432020	MUNICIPAL COURT CLERK	144,999.00	144,999.00	5,935.89	41,551.23	103,447.77	28.66 %
100-220-432035	COURT ADMINISTRATOR	187,908.00	187,908.00	7,713.00	53,991.00	133,917.00	28.73 %
100-220-450500	CAREER RECOGNITION PAY	7,041.00	7,041.00	289.02	2,023.14	5,017.86	28.73 %
100-220-470000	ASSOCIATED PAYROLL COSTS	190,166.00	190,166.00	7,729.49	53,522.65	136,643.35	28.15 %
RptCategory: 40 - PERSONNEL SERVICES Total:		530,114.00	530,114.00	21,667.40	151,088.02	379,025.98	28.50%
RptCategory: 50 - MATERIAL AND SERVICES							
100-220-500110	CONTRACTUAL & PROFESSIONAL S...	2,000.00	2,000.00	120.00	386.75	1,613.25	19.34 %
100-220-500132	PROSECUTING ATTORNEY	85,000.00	85,000.00	3,500.00	24,500.00	60,500.00	28.82 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 01/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-220-500134	ATTORNEYS FOR INDIGENT CLIENTS	57,000.00	57,000.00	250.00	4,850.00	52,150.00	8.51 %
100-220-500136	MUNICIPAL COURT JUDGE	84,000.00	84,000.00	3,500.00	24,500.00	59,500.00	29.17 %
100-220-500137	PRO-TEM JUDGE	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
100-220-500138	JURY EXPENSES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
100-220-500282	COURTROOM SECURITY	21,000.00	21,000.00	375.00	4,125.00	16,875.00	19.64 %
100-220-520120	BANK CHARGES	12,000.00	12,000.00	0.00	2,959.66	9,040.34	24.66 %
100-220-520400	OFFICE SUPPLIES & EQUIPMENT	12,000.00	12,000.00	0.00	2,747.17	9,252.83	22.89 %
100-220-540220	TRAVEL, CONFERENCES & TRAINING	4,000.00	4,000.00	0.00	978.19	3,021.81	24.45 %
RptCategory: 50 - MATERIAL AND SERVICES Total:		281,000.00	281,000.00	7,745.00	65,046.77	215,953.23	23.15%
Department: 220 - COURT Total:		811,114.00	811,114.00	29,412.40	216,134.79	594,979.21	26.65%
Department: 240 - POLICE							
RptCategory: 40 - PERSONNEL SERVICES							
100-240-432110	POLICE CHIEF	337,464.00	337,464.00	13,852.00	96,964.00	240,500.00	28.73 %
100-240-432130	POLICE LIEUTENANT	271,116.00	271,116.00	0.00	0.00	271,116.00	0.00 %
100-240-432140	POLICE DETECTIVE	184,332.00	184,332.00	8,229.75	56,791.03	127,540.97	30.81 %
100-240-432160	POLICE OFFICER	1,529,200.00	1,529,200.00	52,294.12	351,815.87	1,177,384.13	23.01 %
100-240-432170	POLICE SERGEANT	642,360.00	642,360.00	27,252.54	184,733.97	457,626.03	28.76 %
100-240-432182	PROPERTY ROOM TECHNICIAN	59,430.00	59,430.00	2,849.48	17,507.17	41,922.83	29.46 %
100-240-432185	POLICE RECORDS CLERK	131,004.00	131,004.00	4,577.14	28,818.18	102,185.82	22.00 %
100-240-450100	OVERTIME	290,000.00	290,000.00	19,344.16	108,628.83	181,371.17	37.46 %
100-240-450110	TRAFFIC GRANT OVERTIME	80,000.00	80,000.00	1,227.52	17,750.62	62,249.38	22.19 %
100-240-450200	HOLIDAY PAY	30,000.00	30,000.00	5,250.70	34,328.58	-4,328.58	114.43 %
100-240-450210	TRAINING OVERTIME	18,000.00	18,000.00	1,084.86	2,312.87	15,687.13	12.85 %
100-240-450300	PROFICIENCY PAY	176,563.00	176,563.00	5,994.23	40,690.06	135,872.94	23.05 %
100-240-450500	CAREER RECOGNITION PAY	8,604.00	8,604.00	1,495.72	9,560.85	-956.85	111.12 %
100-240-470000	ASSOCIATED PAYROLL COSTS	2,192,668.00	2,192,668.00	76,813.73	506,266.82	1,686,401.18	23.09 %
RptCategory: 40 - PERSONNEL SERVICES Total:		5,950,741.00	5,950,741.00	220,265.95	1,456,168.85	4,494,572.15	24.47%
RptCategory: 50 - MATERIAL AND SERVICES							
100-240-500110	CONTRACTUAL & PROFESSIONAL S...	149,350.00	149,350.00	291.71	42,788.00	106,562.00	28.65 %
100-240-500284	PARK PATROL	19,076.00	19,076.00	0.00	8,898.19	10,177.81	46.65 %
100-240-500498	SHARE COST CCOM DISPATCH	153,700.00	153,700.00	6,506.87	45,548.11	108,151.89	29.63 %
100-240-510044	JUVENILE DIVERSION PROGRAM	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
100-240-520100	OPERATIONAL SUPPLIES AND EXPE...	89,948.00	89,948.00	146.50	7,740.27	82,207.73	8.61 %
100-240-520112	FIREARMS/AMMUNITION	72,080.00	72,080.00	290.00	1,378.00	70,702.00	1.91 %
100-240-520320	FLEET FUEL, MAINTENANCE & REPA...	176,960.00	176,960.00	4,650.09	61,886.04	115,073.96	34.97 %
100-240-520345	RADAR MAINTENANCE REPLACEM...	4,240.00	4,240.00	0.00	0.00	4,240.00	0.00 %
100-240-520400	OFFICE SUPPLIES & EQUIPMENT	37,492.00	37,492.00	873.42	7,801.13	29,690.87	20.81 %
100-240-540110	EMPLOYEE APPRECIATION	12,000.00	12,000.00	84.46	612.15	11,387.85	5.10 %
100-240-540200	DUES & MEMBERSHIPS	12,000.00	12,000.00	250.00	2,366.00	9,634.00	19.72 %
100-240-540220	TRAVEL, CONFERENCES & TRAINING	58,652.00	58,652.00	1,606.00	10,752.11	47,899.89	18.33 %
100-240-540301	UNIFORMS AND SAFETY EQUIPMENT	41,976.00	41,976.00	1,501.44	12,389.01	29,586.99	29.51 %
100-240-542000	PUBLICATIONS & SUBSCRIPTIONS	5,000.00	5,000.00	0.00	611.00	4,389.00	12.22 %
100-240-560120	TELEPHONES	21,412.00	21,412.00	810.62	5,534.02	15,877.98	25.85 %
RptCategory: 50 - MATERIAL AND SERVICES Total:		858,886.00	858,886.00	17,011.11	208,304.03	650,581.97	24.25%
RptCategory: 60 - CAPITAL OUTLAY							
100-240-651000	VEHICLES AND EQUIPMENT RESERV...	182,850.00	182,850.00	0.00	70,231.78	112,618.22	38.41 %
RptCategory: 60 - CAPITAL OUTLAY Total:		182,850.00	182,850.00	0.00	70,231.78	112,618.22	38.41%
Department: 240 - POLICE Total:		6,992,477.00	6,992,477.00	237,277.06	1,734,704.66	5,257,772.34	24.81%
Department: 250 - FIRE							
RptCategory: 50 - MATERIAL AND SERVICES							
100-250-500110	CONTRACTUAL & PROFESSIONAL S...	3,668,444.00	3,668,444.00	543,927.75	1,655,562.75	2,012,881.25	45.13 %
RptCategory: 50 - MATERIAL AND SERVICES Total:		3,668,444.00	3,668,444.00	543,927.75	1,655,562.75	2,012,881.25	45.13%
Department: 250 - FIRE Total:		3,668,444.00	3,668,444.00	543,927.75	1,655,562.75	2,012,881.25	45.13%
Department: 526 - PARKS							
RptCategory: 40 - PERSONNEL SERVICES							
100-526-437049	PUBLIC WORKS DIRECTOR	56,935.00	56,935.00	2,279.20	15,668.66	41,266.34	27.52 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 01/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-526-437050	PUBLIC WORKS SUPERVISOR	89,310.00	89,310.00	0.00	1,155.01	88,154.99	1.29 %
100-526-437055	PW ADMIN ASSISTANT	42,343.00	42,343.00	1,789.16	11,956.73	30,386.27	28.24 %
100-526-437070	UTILITY WORKER, JOURNEY	0.00	0.00	6,051.00	36,263.23	-36,263.23	0.00 %
100-526-437071	UTILITY WORKER II	237,712.00	237,712.00	3,866.70	30,700.94	207,011.06	12.92 %
100-526-439011	SEASONAL HELP	77,125.00	77,125.00	0.00	0.00	77,125.00	0.00 %
100-526-450100	OVERTIME	4,000.00	4,000.00	0.00	603.42	3,396.58	15.09 %
100-526-450500	CAREER RECOGNITION PAY	163.00	163.00	67.90	460.22	-297.22	282.34 %
100-526-470000	ASSOCIATED PAYROLL COSTS	249,276.00	249,276.00	6,573.20	46,266.61	203,009.39	18.56 %
RptCategory: 40 - PERSONNEL SERVICES Total:		756,864.00	756,864.00	20,627.16	143,074.82	613,789.18	18.90%
RptCategory: 50 - MATERIAL AND SERVICES							
100-526-500110	CONTRACTUAL & PROFESSIONAL S...	70,000.00	70,000.00	1,664.51	18,223.23	51,776.77	26.03 %
100-526-520120	BANK CHARGES	11,200.00	11,200.00	73.98	1,942.98	9,257.02	17.35 %
100-526-520130	OPERATIONS, MAINTENANCE & RE...	152,000.00	152,000.00	2,707.59	28,141.00	123,859.00	18.51 %
100-526-520132	HAZARDOUS TREE REMOVAL	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
100-526-520320	FLEET FUEL, MAINTENANCE & REPA...	45,000.00	45,000.00	2,779.91	11,406.90	33,593.10	25.35 %
100-526-520400	OFFICE SUPPLIES & EQUIPMENT	5,000.00	5,000.00	19.92	564.01	4,435.99	11.28 %
100-526-540220	TRAVEL, CONFERENCES & TRAINING	2,000.00	2,000.00	35.58	113.08	1,886.92	5.65 %
100-526-540300	SMALL TOOLS, EQUIPMENT & SAFE...	10,000.00	10,000.00	52.10	1,252.52	8,747.48	12.53 %
100-526-540400	DUMPING, HAULING, GARBAGE	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
100-526-560100	UTILITIES	73,300.00	73,300.00	3,149.87	35,992.34	37,307.66	49.10 %
RptCategory: 50 - MATERIAL AND SERVICES Total:		419,500.00	419,500.00	10,483.46	97,636.06	321,863.94	23.27%
RptCategory: 60 - CAPITAL OUTLAY							
100-526-660100	EQUIPMENT REPLACEMENT RESER...	50,000.00	50,000.00	0.00	50,000.00	0.00	100.00 %
100-526-676050	SYSTEM IMPROVEMENTS & PROJEC...	599,623.00	599,623.00	0.00	632.63	598,990.37	0.11 %
RptCategory: 60 - CAPITAL OUTLAY Total:		649,623.00	649,623.00	0.00	50,632.63	598,990.37	7.79%
Department: 526 - PARKS Total:		1,825,987.00	1,825,987.00	31,110.62	291,343.51	1,534,643.49	15.96%
Department: 527 - RECREATION							
RptCategory: 40 - PERSONNEL SERVICES							
100-527-435120	RECREATION COORDINATOR	20,000.00	20,000.00	0.00	4,054.05	15,945.95	20.27 %
100-527-470000	ASSOCIATED PAYROLL COSTS	7,500.00	7,500.00	0.00	1,582.81	5,917.19	21.10 %
RptCategory: 40 - PERSONNEL SERVICES Total:		27,500.00	27,500.00	0.00	5,636.86	21,863.14	20.50%
RptCategory: 50 - MATERIAL AND SERVICES							
100-527-510062	SUMMER PROGRAMS	3,000.00	3,000.00	0.00	839.25	2,160.75	27.98 %
100-527-510064	SPECIAL EVENTS	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
100-527-520136	MAINTENANCE & SUPPLIES	2,200.00	2,200.00	0.00	0.00	2,200.00	0.00 %
RptCategory: 50 - MATERIAL AND SERVICES Total:		10,200.00	10,200.00	0.00	839.25	9,360.75	8.23%
Department: 527 - RECREATION Total:		37,700.00	37,700.00	0.00	6,476.11	31,223.89	17.18%
Department: 528 - SENIOR CENTER							
RptCategory: 40 - PERSONNEL SERVICES							
100-528-435210	COMMUNITY SERVICES MANAGER	223,061.00	223,061.00	0.00	48,313.30	174,747.70	21.66 %
100-528-435240	TRAM DRIVER	69,366.00	69,366.00	2,727.35	21,806.74	47,559.26	31.44 %
100-528-435250	NUTRITION CATERER	112,776.00	112,776.00	4,865.64	32,538.64	80,237.36	28.85 %
100-528-435280	CENTER ASSISTANT	140,388.00	140,388.00	5,763.00	41,075.29	99,312.71	29.26 %
100-528-435295	BUILDING MONITOR	4,500.00	4,500.00	122.06	830.82	3,669.18	18.46 %
100-528-450500	CAREER RECOGNITION PAY	1,404.00	1,404.00	57.63	410.75	993.25	29.26 %
100-528-470000	ASSOCIATED PAYROLL COSTS	297,810.00	297,810.00	7,264.87	71,929.12	225,880.88	24.15 %
RptCategory: 40 - PERSONNEL SERVICES Total:		849,305.00	849,305.00	20,800.55	216,904.66	632,400.34	25.54%
RptCategory: 50 - MATERIAL AND SERVICES							
100-528-510075	NUTRITION PROGRAM SUPPLIES	30,000.00	30,000.00	382.82	8,795.93	21,204.07	29.32 %
100-528-520140	TRAM EXPENSES	14,500.00	14,500.00	191.47	28,738.77	-14,238.77	198.20 %
100-528-520200	BLDG MAINTENANCE & SUPPLIES	4,000.00	4,000.00	0.00	494.00	3,506.00	12.35 %
100-528-520320	FLEET FUEL, MAINTENANCE & REPA...	2,800.00	2,800.00	68.14	1,269.48	1,530.52	45.34 %
100-528-520400	OFFICE SUPPLIES & EQUIPMENT	5,000.00	5,000.00	434.63	2,578.60	2,421.40	51.57 %
100-528-540200	DUES & MEMBERSHIPS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 01/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-528-560120	TELEPHONES	3,000.00	3,000.00	126.10	861.69	2,138.31	28.72 %
	RptCategory: 50 - MATERIAL AND SERVICES Total:	60,300.00	60,300.00	1,203.16	42,738.47	17,561.53	70.88%
	RptCategory: 60 - CAPITAL OUTLAY						
100-528-651000	VEHICLES AND EQUIPMENT RESERV...	0.00	0.00	0.00	18,168.00	-18,168.00	0.00 %
	RptCategory: 60 - CAPITAL OUTLAY Total:	0.00	0.00	0.00	18,168.00	-18,168.00	0.00%
	Department: 528 - SENIOR CENTER Total:	909,605.00	909,605.00	22,003.71	277,811.13	631,793.87	30.54%
	Department: 529 - LIBRARY						
	RptCategory: 50 - MATERIAL AND SERVICES						
100-529-500110	CONTRACTUAL & PROFESSIONAL S...	446,540.00	446,540.00	0.00	219,965.00	226,575.00	49.26 %
	RptCategory: 50 - MATERIAL AND SERVICES Total:	446,540.00	446,540.00	0.00	219,965.00	226,575.00	49.26%
	Department: 529 - LIBRARY Total:	446,540.00	446,540.00	0.00	219,965.00	226,575.00	49.26%
	Department: 600 - DEBT SERVICE						
	RptCategory: 70 - DEBT SERVICE						
100-600-720040	DEBT PRINCIPAL	854,265.00	854,265.00	0.00	177,775.00	676,490.00	20.81 %
100-600-730040	DEBT SERVICE - INTEREST	364,010.00	364,010.00	0.00	95,235.76	268,774.24	26.16 %
	RptCategory: 70 - DEBT SERVICE Total:	1,218,275.00	1,218,275.00	0.00	273,010.76	945,264.24	22.41%
	Department: 600 - DEBT SERVICE Total:	1,218,275.00	1,218,275.00	0.00	273,010.76	945,264.24	22.41%
	Department: 990 - CONTINGENCY						
	RptCategory: 90 - OTHER						
100-990-910000	CONTINGENCY FUNDS	821,908.00	821,908.00	0.00	0.00	821,908.00	0.00 %
	RptCategory: 90 - OTHER Total:	821,908.00	821,908.00	0.00	0.00	821,908.00	0.00%
	Department: 990 - CONTINGENCY Total:	821,908.00	821,908.00	0.00	0.00	821,908.00	0.00%
	Expense Total:	27,064,011.00	27,064,011.00	1,045,688.85	7,998,273.84	19,065,737.16	29.55%
	Fund: 100 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-706,230.32	-1,634,654.11	-1,634,654.11	0.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 01/31/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 105 - AMERICAN RESCUE PLAN RESERVE FUND						
Revenue						
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL						
RptType: 3150 - GRANTS						
105-000-315080 OTHER GRANTS (ARPA)	2,367,344.00	2,367,344.00	0.00	0.00	-2,367,344.00	0.00 %
RptType: 3150 - GRANTS Total:	2,367,344.00	2,367,344.00	0.00	0.00	-2,367,344.00	0.00%
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	2,367,344.00	2,367,344.00	0.00	0.00	-2,367,344.00	0.00%
Revenue Total:	2,367,344.00	2,367,344.00	0.00	0.00	-2,367,344.00	0.00%
Expense						
Department: 150 - ARPA GRANT						
RptCategory: 50 - MATERIAL AND SERVICES						
105-150-500110 CONTRACTUAL & PROFESSIONAL S...	115,300.00	115,300.00	3,500.00	19,380.00	95,920.00	16.81 %
105-150-530200 EMERGENCY MANAGEMENT	17,600.00	17,600.00	0.00	24,493.77	-6,893.77	139.17 %
105-150-530210 ARPA FUNDING (TBD)	280,944.00	280,944.00	0.00	0.00	280,944.00	0.00 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	413,844.00	413,844.00	3,500.00	43,873.77	369,970.23	10.60%
RptCategory: 60 - CAPITAL OUTLAY						
105-150-660100 EQUIPMENT REPLACEMENT	100,000.00	100,000.00	0.00	36,717.00	63,283.00	36.72 %
RptCategory: 60 - CAPITAL OUTLAY Total:	100,000.00	100,000.00	0.00	36,717.00	63,283.00	36.72%
Department: 150 - ARPA GRANT Total:	513,844.00	513,844.00	3,500.00	80,590.77	433,253.23	15.68%
Department: 920 - TRANSFER OUT						
RptCategory: 89 - TRANSFERS OUT						
105-920-899100 TRANSFER OUT TO GENERAL FUND	653,500.00	653,500.00	0.00	0.00	653,500.00	0.00 %
105-920-899730 TRANSFER OUT TO SEWER FUND	840,000.00	840,000.00	0.00	0.00	840,000.00	0.00 %
105-920-899750 TRANSFER OUT TO STORM WATER F...	360,000.00	360,000.00	0.00	0.00	360,000.00	0.00 %
RptCategory: 89 - TRANSFERS OUT Total:	1,853,500.00	1,853,500.00	0.00	0.00	1,853,500.00	0.00%
Department: 920 - TRANSFER OUT Total:	1,853,500.00	1,853,500.00	0.00	0.00	1,853,500.00	0.00%
Expense Total:	2,367,344.00	2,367,344.00	3,500.00	80,590.77	2,286,753.23	3.40%
Fund: 105 - AMERICAN RESCUE PLAN RESERVE FUND Surplus (Defici..	0.00	0.00	-3,500.00	-80,590.77	-80,590.77	0.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 01/31/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 205 - ROAD AND STREET FUND						
Revenue						
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL						
RptType: 3000 - BEG FUND BAL.						
205-000-309999	BEGINNING FUND BALANCE	2,822,000.00	2,822,000.00	0.00	0.00	-2,822,000.00 0.00 %
	RptType: 3000 - BEG FUND BAL. Total:	2,822,000.00	2,822,000.00	0.00	0.00	-2,822,000.00 0.00%
RptType: 3100 - LOCAL TAXES						
205-000-310060	VEHICLE REGISTRATION FEES	500,000.00	500,000.00	37,078.42	97,780.68	-402,219.32 19.56 %
	RptType: 3100 - LOCAL TAXES Total:	500,000.00	500,000.00	37,078.42	97,780.68	-402,219.32 19.56%
RptType: 3110 - STATE SHARED TAXES						
205-000-310140	STATE HIGHWAY TAXES	1,944,766.00	1,944,766.00	88,553.91	478,945.31	-1,465,820.69 24.63 %
	RptType: 3110 - STATE SHARED TAXES Total:	1,944,766.00	1,944,766.00	88,553.91	478,945.31	-1,465,820.69 24.63%
RptType: 3120 - RIGHT OF WAY FEES						
205-000-312050	RIGHT OF WAY - TELECOM	240,000.00	240,000.00	2,430.14	35,473.53	-204,526.47 14.78 %
205-000-312055	RIGHT OF WAY - OTHER	225,000.00	225,000.00	7,520.86	22,878.88	-202,121.12 10.17 %
205-000-312060	ROW LICENSE FEES	1,000.00	1,000.00	0.00	400.00	-600.00 40.00 %
205-000-312065	ROW REGISTRATION FEES	0.00	0.00	0.00	650.00	650.00 0.00 %
	RptType: 3120 - RIGHT OF WAY FEES Total:	466,000.00	466,000.00	9,951.00	59,402.41	-406,597.59 12.75%
RptType: 3141 - SDC						
205-000-314075	TRANSPORTATION SDC'S	0.00	0.00	0.00	1,445.49	1,445.49 0.00 %
205-000-314076	SDC Reimbursement Fee	0.00	0.00	0.00	176.73	176.73 0.00 %
	RptType: 3141 - SDC Total:	0.00	0.00	0.00	1,622.22	1,622.22 0.00%
RptType: 3600 - MISCELLANEOUS						
205-000-360000	ALL OTHER ROAD/STREET RECEIPTS	50,000.00	50,000.00	705.00	12,760.00	-37,240.00 25.52 %
	RptType: 3600 - MISCELLANEOUS Total:	50,000.00	50,000.00	705.00	12,760.00	-37,240.00 25.52%
	Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	5,782,766.00	5,782,766.00	136,288.33	650,510.62	-5,132,255.38 11.25%
Department: 910 - TRANSFER IN						
RptType: 3990 - TRANSFERS IN						
205-910-399730	TRANSFER IN FROM SEWER FUND	462,275.00	462,275.00	0.00	0.00	-462,275.00 0.00 %
205-910-399740	TRANSFER IN FROM WATER FUND	349,000.00	349,000.00	0.00	0.00	-349,000.00 0.00 %
205-910-399750	TRANSFER IN FROM STORM WATER	110,500.00	110,500.00	0.00	0.00	-110,500.00 0.00 %
	RptType: 3990 - TRANSFERS IN Total:	921,775.00	921,775.00	0.00	0.00	-921,775.00 0.00%
	Department: 910 - TRANSFER IN Total:	921,775.00	921,775.00	0.00	0.00	-921,775.00 0.00%
	Revenue Total:	6,704,541.00	6,704,541.00	136,288.33	650,510.62	-6,054,030.38 9.70%
Expense						
Department: 305 - ROAD AND STREET						
RptCategory: 40 - PERSONNEL SERVICES						
205-305-437049	PUBLIC WORKS DIRECTOR	56,935.00	56,935.00	2,279.20	15,668.66	41,266.34 27.52 %
205-305-437050	PUBLIC WORKS SUPERVISOR	89,310.00	89,310.00	0.00	1,155.02	88,154.98 1.29 %
205-305-437051	PW UTILITIES MANAGER	60,981.00	60,981.00	2,621.32	16,952.08	44,028.92 27.80 %
205-305-437055	PW ADMIN ASSISTANT	62,632.00	62,632.00	2,718.61	17,940.42	44,691.58 28.64 %
205-305-437070	UTILITY WORKER, JOURNEY	154,764.00	154,764.00	11,582.00	76,200.79	78,563.21 49.24 %
205-305-437071	UTILITY WORKER II	165,676.00	165,676.00	1,535.44	20,433.92	145,242.08 12.33 %
205-305-439011	SEASONAL HELP	77,125.00	77,125.00	0.00	3,640.88	73,484.12 4.72 %
205-305-450100	OVERTIME	10,000.00	10,000.00	1,429.68	2,483.65	7,516.35 24.84 %
205-305-450500	CAREER RECOGNITION PAY	11,727.00	11,727.00	636.30	3,992.56	7,734.44 34.05 %
205-305-470000	ASSOCIATED PAYROLL COSTS	427,801.00	427,801.00	15,089.74	103,905.63	323,895.37 24.29 %
	RptCategory: 40 - PERSONNEL SERVICES Total:	1,116,951.00	1,116,951.00	37,892.29	262,373.61	854,577.39 23.49%
RptCategory: 50 - MATERIAL AND SERVICES						
205-305-500110	CONTRACTUAL & PROFESSIONAL S...	40,000.00	40,000.00	467.80	22,155.26	17,844.74 55.39 %
205-305-520130	OPERATIONS, MAINTENANCE & RE...	630,000.00	630,000.00	2,565.62	179,127.31	450,872.69 28.43 %
205-305-520172	STREET LIGHT MAINTENANCE	200,000.00	200,000.00	8,000.82	52,798.79	147,201.21 26.40 %
205-305-520176	TRAFFIC SIGNAL MAINTENANCE	14,000.00	14,000.00	0.00	2,646.47	11,353.53 18.90 %
205-305-520178	STREET SIGN MAINTENANCE	50,000.00	50,000.00	0.00	10,822.95	39,177.05 21.65 %
205-305-520320	FLEET FUEL, MAINTENANCE & REPA...	50,000.00	50,000.00	3,421.98	12,442.89	37,557.11 24.89 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 01/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
205-305-520400	OFFICE SUPPLIES & EQUIPMENT	4,000.00	4,000.00	32.42	467.82	3,532.18	11.70 %
205-305-540220	TRAVEL, CONFERENCES & TRAINING	2,500.00	2,500.00	35.58	113.08	2,386.92	4.52 %
205-305-540300	SMALL TOOLS, EQUIPMENT & SAFE...	20,000.00	20,000.00	52.08	524.52	19,475.48	2.62 %
205-305-540400	DUMPING, HAULING, GARBAGE	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
205-305-560100	UTILITIES	2,500.00	2,500.00	53.32	364.36	2,135.64	14.57 %
RptCategory: 50 - MATERIAL AND SERVICES Total:		1,020,500.00	1,020,500.00	14,629.62	281,463.45	739,036.55	27.58%
RptCategory: 60 - CAPITAL OUTLAY							
205-305-660100	EQUIPMENT REPLACEMENT RESER...	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
205-305-675056	BIKEWAY & SIDEWALK IMPROVEM...	19,447.00	19,447.00	0.00	0.00	19,447.00	0.00 %
205-305-676050	SYSTEM IMPROVEMENTS & PROJEC...	1,884,122.00	1,884,122.00	0.00	78,538.89	1,805,583.11	4.17 %
205-305-678090	RESERVE FROM SDC'S	596,139.00	596,139.00	0.00	0.00	596,139.00	0.00 %
RptCategory: 60 - CAPITAL OUTLAY Total:		2,749,708.00	2,749,708.00	0.00	78,538.89	2,671,169.11	2.86%
Department: 305 - ROAD AND STREET Total:		4,887,159.00	4,887,159.00	52,521.91	622,375.95	4,264,783.05	12.73%
Department: 920 - TRANSFER OUT							
RptCategory: 89 - TRANSFERS OUT							
205-920-899100	TRANSFER OUT TO GENERAL FUND	584,717.00	584,717.00	0.00	0.00	584,717.00	0.00 %
205-920-899730	TRANSFER OUT TO SEWER FUND	277,555.00	277,555.00	0.00	0.00	277,555.00	0.00 %
205-920-899740	TRANSFER OUT TO WATER	277,555.00	277,555.00	0.00	0.00	277,555.00	0.00 %
205-920-899750	TRANSFER OUT TO STORM	277,555.00	277,555.00	0.00	0.00	277,555.00	0.00 %
RptCategory: 89 - TRANSFERS OUT Total:		1,417,382.00	1,417,382.00	0.00	0.00	1,417,382.00	0.00%
Department: 920 - TRANSFER OUT Total:		1,417,382.00	1,417,382.00	0.00	0.00	1,417,382.00	0.00%
Department: 990 - CONTINGENCY							
RptCategory: 90 - OTHER							
205-990-910000	CONTINGENCY FUNDS	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00 %
RptCategory: 90 - OTHER Total:		400,000.00	400,000.00	0.00	0.00	400,000.00	0.00%
Department: 990 - CONTINGENCY Total:		400,000.00	400,000.00	0.00	0.00	400,000.00	0.00%
Expense Total:		6,704,541.00	6,704,541.00	52,521.91	622,375.95	6,082,165.05	9.28%
Fund: 205 - ROAD AND STREET FUND Surplus (Deficit):		0.00	0.00	83,766.42	28,134.67	28,134.67	0.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 01/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 228 - POLICE LEVY FUND							
Revenue							
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL							
RptType: 3000 - BEG FUND BAL.							
228-000-309999	BEGINNING FUND BALANCE	23,000.00	23,000.00	0.00	0.00	-23,000.00	0.00 %
	RptType: 3000 - BEG FUND BAL. Total:	23,000.00	23,000.00	0.00	0.00	-23,000.00	0.00%
RptType: 3100 - LOCAL TAXES							
228-000-310020	CURRENT LEVY TAX	1,515,498.00	1,515,498.00	7,149.89	693,109.92	-822,388.08	45.73 %
228-000-310050	PRIOR YEAR TAXES	10,000.00	10,000.00	419.07	3,594.43	-6,405.57	35.94 %
	RptType: 3100 - LOCAL TAXES Total:	1,525,498.00	1,525,498.00	7,568.96	696,704.35	-828,793.65	45.67%
RptType: 3301 - INTEREST							
228-000-330100	INTEREST	4,000.00	4,000.00	2,604.30	5,605.51	1,605.51	140.14 %
	RptType: 3301 - INTEREST Total:	4,000.00	4,000.00	2,604.30	5,605.51	1,605.51	140.14%
	Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	1,552,498.00	1,552,498.00	10,173.26	702,309.86	-850,188.14	45.24%
	Revenue Total:	1,552,498.00	1,552,498.00	10,173.26	702,309.86	-850,188.14	45.24%
Expense							
Department: 245 - POLICE LEVY							
RptCategory: 40 - PERSONNEL SERVICES							
228-245-432160	POLICE OFFICER	184,338.00	184,338.00	10,226.62	61,664.31	122,673.69	33.45 %
228-245-432165	SCHOOL RESOURCE OFFICER	184,338.00	184,338.00	0.00	0.00	184,338.00	0.00 %
228-245-432180	MUNICIPAL ORDINANCE SPECIALIST	137,556.00	137,556.00	5,121.00	29,608.11	107,947.89	21.52 %
228-245-432195	EXECUTIVE ASSISTANT	161,508.00	161,508.00	6,939.65	46,991.57	114,516.43	29.10 %
228-245-450100	OVERTIME	30,000.00	30,000.00	1,685.79	6,685.25	23,314.75	22.28 %
228-245-450200	HOLIDAY PAY	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
228-245-450300	PROFICIENCY PAY	67,507.00	67,507.00	3,259.17	11,515.91	55,991.09	17.06 %
228-245-450500	CAREER RECOGNITION PAY	0.00	0.00	240.62	1,364.90	-1,364.90	0.00 %
228-245-470000	ASSOCIATED PAYROLL COSTS	490,468.00	490,468.00	17,693.02	97,147.44	393,320.56	19.81 %
	RptCategory: 40 - PERSONNEL SERVICES Total:	1,259,715.00	1,259,715.00	45,165.87	254,977.49	1,004,737.51	20.24%
RptCategory: 50 - MATERIAL AND SERVICES							
228-245-500498	SHARE COST CCOM DISPATCH	161,386.00	161,386.00	6,772.46	47,407.24	113,978.76	29.38 %
228-245-510032	SRO EXPENSES	4,000.00	4,000.00	0.00	3,228.78	771.22	80.72 %
228-245-510040	K-9 EXPENSES	14,000.00	14,000.00	1,187.16	18,669.93	-4,669.93	133.36 %
228-245-510041	SWAT PROGRAM	8,200.00	8,200.00	0.00	0.00	8,200.00	0.00 %
	RptCategory: 50 - MATERIAL AND SERVICES Total:	187,586.00	187,586.00	7,959.62	69,305.95	118,280.05	36.95%
	Department: 245 - POLICE LEVY Total:	1,447,301.00	1,447,301.00	53,125.49	324,283.44	1,123,017.56	22.41%
Department: 991 - UNAPPROPRIATED BALANCE							
RptCategory: 90 - OTHER							
228-991-990000	UNAPPROPRIATED ENDING FUND B...	105,197.00	105,197.00	0.00	0.00	105,197.00	0.00 %
	RptCategory: 90 - OTHER Total:	105,197.00	105,197.00	0.00	0.00	105,197.00	0.00%
	Department: 991 - UNAPPROPRIATED BALANCE Total:	105,197.00	105,197.00	0.00	0.00	105,197.00	0.00%
	Expense Total:	1,552,498.00	1,552,498.00	53,125.49	324,283.44	1,228,214.56	20.89%
	Fund: 228 - POLICE LEVY FUND Surplus (Deficit):	0.00	0.00	-42,952.23	378,026.42	378,026.42	0.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 01/31/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 229 - FIRE LEVY FUND						
Revenue						
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL						
RptType: 3000 - BEG FUND BAL.						
229-000-309999	BEGINNING FUND BALANCE	160,000.00	160,000.00	0.00	0.00	-160,000.00 0.00 %
	RptType: 3000 - BEG FUND BAL. Total:	160,000.00	160,000.00	0.00	0.00	-160,000.00 0.00%
RptType: 3100 - LOCAL TAXES						
229-000-310020	CURRENT LEVY TAX	690,889.00	690,889.00	3,256.73	315,706.84	-375,182.16 45.70 %
229-000-310050	PRIOR YEAR TAXES	5,000.00	5,000.00	190.88	1,637.25	-3,362.75 32.75 %
	RptType: 3100 - LOCAL TAXES Total:	695,889.00	695,889.00	3,447.61	317,344.09	-378,544.91 45.60%
RptType: 3301 - INTEREST						
229-000-330100	INTEREST	6,000.00	6,000.00	2,313.49	8,861.25	2,861.25 147.69 %
	RptType: 3301 - INTEREST Total:	6,000.00	6,000.00	2,313.49	8,861.25	2,861.25 147.69%
	Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	861,889.00	861,889.00	5,761.10	326,205.34	-535,683.66 37.85%
	Revenue Total:	861,889.00	861,889.00	5,761.10	326,205.34	-535,683.66 37.85%
Expense						
Department: 255 - FIRE LEVY						
RptCategory: 50 - MATERIAL AND SERVICES						
229-255-500110	CONTRACTUAL & PROFESSIONAL S...	861,889.00	861,889.00	0.00	39,436.45	822,452.55 4.58 %
	RptCategory: 50 - MATERIAL AND SERVICES Total:	861,889.00	861,889.00	0.00	39,436.45	822,452.55 4.58%
	Department: 255 - FIRE LEVY Total:	861,889.00	861,889.00	0.00	39,436.45	822,452.55 4.58%
	Expense Total:	861,889.00	861,889.00	0.00	39,436.45	822,452.55 4.58%
	Fund: 229 - FIRE LEVY FUND Surplus (Deficit):	0.00	0.00	5,761.10	286,768.89	286,768.89 0.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 01/31/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 390 - URBAN RENEWAL FUND						
Revenue						
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL						
RptType: 3000 - BEG FUND BAL.						
390-000-309999	BEGINNING FUND BALANCE	2,980,000.00	2,980,000.00	0.00	0.00	-2,980,000.00 0.00 %
	RptType: 3000 - BEG FUND BAL. Total:	2,980,000.00	2,980,000.00	0.00	0.00	-2,980,000.00 0.00%
RptType: 3100 - LOCAL TAXES						
390-000-310010	CURRENT YEAR TAXES	2,129,997.00	2,129,997.00	10,545.13	1,022,456.28	-1,107,540.72 48.00 %
390-000-310050	PRIOR YEAR TAXES	18,000.00	18,000.00	608.31	5,213.77	-12,786.23 28.97 %
	RptType: 3100 - LOCAL TAXES Total:	2,147,997.00	2,147,997.00	11,153.44	1,027,670.05	-1,120,326.95 47.84%
RptType: 3301 - INTEREST						
390-000-330100	INTEREST	100,000.00	100,000.00	15,857.77	78,138.21	-21,861.79 78.14 %
	RptType: 3301 - INTEREST Total:	100,000.00	100,000.00	15,857.77	78,138.21	-21,861.79 78.14%
	Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	5,227,997.00	5,227,997.00	27,011.21	1,105,808.26	-4,122,188.74 21.15%
	Revenue Total:	5,227,997.00	5,227,997.00	27,011.21	1,105,808.26	-4,122,188.74 21.15%
Expense						
Department: 410 - URBAN RENEWAL						
RptCategory: 50 - MATERIAL AND SERVICES						
390-410-500110	CONTRACTUAL & PROFESSIONAL S...	22,000.00	22,000.00	3,701.91	7,181.91	14,818.09 32.65 %
390-410-500120	MUNICIPAL AUDIT CONTRACT	38,000.00	38,000.00	200.00	200.00	37,800.00 0.53 %
390-410-530000	FIRE & LIABILITY INSURANCE	69,000.00	69,000.00	0.00	0.00	69,000.00 0.00 %
	RptCategory: 50 - MATERIAL AND SERVICES Total:	129,000.00	129,000.00	3,901.91	7,381.91	121,618.09 5.72%
RptCategory: 70 - DEBT SERVICE						
390-410-730030	DEBT SERVICE PRINCIPAL	986,320.00	986,320.00	0.00	485,896.00	500,424.00 49.26 %
390-410-730040	DEBT SERVICE - INTEREST	89,952.00	89,952.00	0.00	29,806.60	60,145.40 33.14 %
	RptCategory: 70 - DEBT SERVICE Total:	1,076,272.00	1,076,272.00	0.00	515,702.60	560,569.40 47.92%
RptCategory: 89 - TRANSFERS OUT						
390-410-899100	TRANSFER OUT TO GENERAL FUND	590,503.00	590,503.00	0.00	245,866.48	344,636.52 41.64 %
	RptCategory: 89 - TRANSFERS OUT Total:	590,503.00	590,503.00	0.00	245,866.48	344,636.52 41.64%
	Department: 410 - URBAN RENEWAL Total:	1,795,775.00	1,795,775.00	3,901.91	768,950.99	1,026,824.01 42.82%
Department: 990 - CONTINGENCY						
RptCategory: 90 - OTHER						
390-990-910000	CONTINGENCY FUNDS	3,432,222.00	3,432,222.00	0.00	0.00	3,432,222.00 0.00 %
	RptCategory: 90 - OTHER Total:	3,432,222.00	3,432,222.00	0.00	0.00	3,432,222.00 0.00%
	Department: 990 - CONTINGENCY Total:	3,432,222.00	3,432,222.00	0.00	0.00	3,432,222.00 0.00%
	Expense Total:	5,227,997.00	5,227,997.00	3,901.91	768,950.99	4,459,046.01 14.71%
	Fund: 390 - URBAN RENEWAL FUND Surplus (Deficit):	0.00	0.00	23,109.30	336,857.27	336,857.27 0.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 01/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 730 - SEWER FUND							
Revenue							
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL							
RptType: 3000 - BEG FUND BAL.							
730-000-309999	BEGINNING FUND BALANCE	4,400,000.00	4,400,000.00	0.00	0.00	-4,400,000.00	0.00 %
	RptType: 3000 - BEG FUND BAL. Total:	4,400,000.00	4,400,000.00	0.00	0.00	-4,400,000.00	0.00%
RptType: 3140 - CHARGES FOR SERVICES							
730-000-314050	OAK LODGE SANITARY	1,900,000.00	1,900,000.00	88,032.94	610,344.87	-1,289,655.13	32.12 %
730-000-314055	TRI-CITY SERVICE DISTRICT	6,505,000.00	6,505,000.00	268,796.06	1,904,949.78	-4,600,050.22	29.28 %
730-000-314080	CONNECTION FEES	10,000.00	10,000.00	0.00	0.00	-10,000.00	0.00 %
	RptType: 3140 - CHARGES FOR SERVICES Total:	8,415,000.00	8,415,000.00	356,829.00	2,515,294.65	-5,899,705.35	29.89%
RptType: 3141 - SDC							
730-000-314110	SEWER SDCS	20,000.00	20,000.00	0.00	0.00	-20,000.00	0.00 %
	RptType: 3141 - SDC Total:	20,000.00	20,000.00	0.00	0.00	-20,000.00	0.00%
RptType: 3600 - MISCELLANEOUS							
730-000-360000	ALL OTHER SEWER RECEIPTS	482,033.00	482,033.00	100.00	1,100.00	-480,933.00	0.23 %
	RptType: 3600 - MISCELLANEOUS Total:	482,033.00	482,033.00	100.00	1,100.00	-480,933.00	0.23%
	Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	13,317,033.00	13,317,033.00	356,929.00	2,516,394.65	-10,800,638.35	18.90%
Department: 910 - TRANSFER IN							
RptType: 3990 - TRANSFERS IN							
730-910-399105	OPERATING TRANSFERS IN-ARPA RE...	840,000.00	840,000.00	0.00	0.00	-840,000.00	0.00 %
730-910-399205	TRANSFER IN FROM ROAD & STREET..	277,555.00	277,555.00	0.00	0.00	-277,555.00	0.00 %
	RptType: 3990 - TRANSFERS IN Total:	1,117,555.00	1,117,555.00	0.00	0.00	-1,117,555.00	0.00%
	Department: 910 - TRANSFER IN Total:	1,117,555.00	1,117,555.00	0.00	0.00	-1,117,555.00	0.00%
	Revenue Total:	14,434,588.00	14,434,588.00	356,929.00	2,516,394.65	-11,918,193.35	17.43%

Expense							
Department: 703 - SEWER							
RptCategory: 40 - PERSONNEL SERVICES							
730-703-431500	ACCOUNTING CLERK	34,269.00	34,269.00	1,372.25	9,214.25	25,054.75	26.89 %
730-703-437049	PUBLIC WORKS DIRECTOR	56,935.00	56,935.00	2,279.20	15,668.66	41,266.34	27.52 %
730-703-437050	PUBLIC WORKS SUPERVISOR	60,560.00	60,560.00	2,308.68	16,215.65	44,344.35	26.78 %
730-703-437051	PW UTILITIES MANAGER	60,981.00	60,981.00	2,621.32	16,952.08	44,028.92	27.80 %
730-703-437055	PW ADMIN ASSISTANT	62,632.00	62,632.00	2,718.61	17,940.42	44,691.58	28.64 %
730-703-437070	UTILITY WORKER, JOURNEY	71,964.00	71,964.00	3,177.00	21,212.57	50,751.43	29.48 %
730-703-437071	UTILITY WORKER II	37,216.00	37,216.00	3,640.78	25,437.10	11,778.90	68.35 %
730-703-437072	UTILITY WORKER III	146,012.00	146,012.00	3,104.94	17,884.39	128,127.61	12.25 %
730-703-439011	SEASONAL HELP	38,600.00	38,600.00	0.00	0.00	38,600.00	0.00 %
730-703-450100	OVERTIME	10,000.00	10,000.00	108.18	657.95	9,342.05	6.58 %
730-703-450500	CAREER RECOGNITION PAY	6,148.00	6,148.00	186.02	1,238.32	4,909.68	20.14 %
730-703-470000	ASSOCIATED PAYROLL COSTS	351,705.00	351,705.00	13,364.82	89,036.09	262,668.91	25.32 %
	RptCategory: 40 - PERSONNEL SERVICES Total:	937,022.00	937,022.00	34,881.80	231,457.48	705,564.52	24.70%
RptCategory: 50 - MATERIAL AND SERVICES							
730-703-500110	CONTRACTUAL & PROFESSIONAL S...	64,000.00	64,000.00	513.99	11,189.93	52,810.07	17.48 %
730-703-500456	OAK LODGE SANITARY DISTRICT	1,193,800.00	1,193,800.00	0.00	366,473.28	827,326.72	30.70 %
730-703-500458	WATER ENVIRONMENT SERVICES (...)	2,891,161.00	2,891,161.00	0.00	747,188.61	2,143,972.39	25.84 %
730-703-520120	BANK CHARGES	72,500.00	72,500.00	5,341.75	22,573.78	49,926.22	31.14 %
730-703-520130	OPERATIONS, MAINTENANCE & RE...	100,000.00	100,000.00	3,591.18	12,504.31	87,495.69	12.50 %
730-703-520320	FLEET FUEL, MAINTENANCE & REPA...	57,800.00	57,800.00	2,072.68	12,094.27	45,705.73	20.92 %
730-703-520400	OFFICE SUPPLIES & EQUIPMENT	5,000.00	5,000.00	32.42	1,071.70	3,928.30	21.43 %
730-703-520430	UTILITY BILLS & POSTAGE	17,500.00	17,500.00	954.27	5,651.72	11,848.28	32.30 %
730-703-540220	TRAVEL, CONFERENCES & TRAINING	5,000.00	5,000.00	35.55	970.49	4,029.51	19.41 %
730-703-540300	SMALL TOOLS, EQUIPMENT & SAFE...	15,000.00	15,000.00	52.10	1,663.49	13,336.51	11.09 %
730-703-540400	DUMPING, HAULING, GARBAGE	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
730-703-560100	UTILITIES	5,000.00	5,000.00	131.82	790.56	4,209.44	15.81 %
	RptCategory: 50 - MATERIAL AND SERVICES Total:	4,434,761.00	4,434,761.00	12,725.76	1,182,172.14	3,252,588.86	26.66%

Budget Report

For Fiscal: 2023-2024 Period Ending: 01/31/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
RptCategory: 60 - CAPITAL OUTLAY						
730-703-660100	EQUIPMENT REPLACEMENT RESER...	665,000.00	665,000.00	0.00	0.00	665,000.00 0.00 %
730-703-676050	SYSTEM IMPROVEMENTS & PROJEC...	6,648,471.00	6,648,471.00	1,874.48	46,065.31	6,602,405.69 0.69 %
730-703-678090	RESERVE FROM SDC'S	469,159.00	469,159.00	0.00	0.00	469,159.00 0.00 %
RptCategory: 60 - CAPITAL OUTLAY Total:		7,782,630.00	7,782,630.00	1,874.48	46,065.31	7,736,564.69 0.59%
Department: 703 - SEWER Total:		13,154,413.00	13,154,413.00	49,482.04	1,459,694.93	11,694,718.07 11.10%
Department: 920 - TRANSFER OUT						
RptCategory: 89 - TRANSFERS OUT						
730-920-899100	TRANSFER OUT TO GENERAL FUND	417,900.00	417,900.00	0.00	0.00	417,900.00 0.00 %
730-920-899205	TRANSFER OUT TO ROAD & STREET ...	462,275.00	462,275.00	0.00	0.00	462,275.00 0.00 %
RptCategory: 89 - TRANSFERS OUT Total:		880,175.00	880,175.00	0.00	0.00	880,175.00 0.00%
Department: 920 - TRANSFER OUT Total:		880,175.00	880,175.00	0.00	0.00	880,175.00 0.00%
Department: 990 - CONTINGENCY						
RptCategory: 90 - OTHER						
730-990-910000	CONTINGENCY FUNDS	400,000.00	400,000.00	0.00	0.00	400,000.00 0.00 %
RptCategory: 90 - OTHER Total:		400,000.00	400,000.00	0.00	0.00	400,000.00 0.00%
Department: 990 - CONTINGENCY Total:		400,000.00	400,000.00	0.00	0.00	400,000.00 0.00%
Expense Total:		14,434,588.00	14,434,588.00	49,482.04	1,459,694.93	12,974,893.07 10.11%
Fund: 730 - SEWER FUND Surplus (Deficit):		0.00	0.00	307,446.96	1,056,699.72	1,056,699.72 0.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 01/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 740 - WATER FUND							
Revenue							
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL							
RptType: 3000 - BEG FUND BAL.							
740-000-309999	BEGINNING FUND BALANCE	6,100,000.00	6,100,000.00	0.00	0.00	-6,100,000.00	0.00 %
	RptType: 3000 - BEG FUND BAL. Total:	6,100,000.00	6,100,000.00	0.00	0.00	-6,100,000.00	0.00%
RptType: 3140 - CHARGES FOR SERVICES							
740-000-314060	WATER SERVICE REVENUE	6,350,000.00	6,350,000.00	200,625.78	1,799,766.97	-4,550,233.03	28.34 %
740-000-314080	WATER SERVICE CONNECTIONS	10,000.00	10,000.00	0.00	890.00	-9,110.00	8.90 %
	RptType: 3140 - CHARGES FOR SERVICES Total:	6,360,000.00	6,360,000.00	200,625.78	1,800,656.97	-4,559,343.03	28.31%
RptType: 3141 - SDC							
740-000-314110	WATER SDC'S	20,000.00	20,000.00	0.00	19,860.80	-139.20	99.30 %
740-000-314111	SDC Reimbursement Fee	0.00	0.00	0.00	1,204.20	1,204.20	0.00 %
	RptType: 3141 - SDC Total:	20,000.00	20,000.00	0.00	21,065.00	1,065.00	105.33%
RptType: 3600 - MISCELLANEOUS							
740-000-360000	ALL OTHER WATER RECEIPTS	0.00	0.00	0.00	-482.50	-482.50	0.00 %
	RptType: 3600 - MISCELLANEOUS Total:	0.00	0.00	0.00	-482.50	-482.50	0.00%
	Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	12,480,000.00	12,480,000.00	200,625.78	1,821,239.47	-10,658,760.53	14.59%
Department: 910 - TRANSFER IN							
RptType: 3990 - TRANSFERS IN							
740-910-399205	TRANSFER IN FROM ROAD & STREET..	277,555.00	277,555.00	0.00	0.00	-277,555.00	0.00 %
	RptType: 3990 - TRANSFERS IN Total:	277,555.00	277,555.00	0.00	0.00	-277,555.00	0.00%
	Department: 910 - TRANSFER IN Total:	277,555.00	277,555.00	0.00	0.00	-277,555.00	0.00%
	Revenue Total:	12,757,555.00	12,757,555.00	200,625.78	1,821,239.47	-10,936,315.53	14.28%
Expense							
Department: 704 - WATER							
RptCategory: 40 - PERSONNEL SERVICES							
740-704-431500	ACCOUNTING CLERK	41,123.00	41,123.00	1,646.70	11,057.10	30,065.90	26.89 %
740-704-437049	PUBLIC WORKS DIRECTOR	56,935.00	56,935.00	2,279.20	15,668.66	41,266.34	27.52 %
740-704-437050	PUBLIC WORKS SUPERVISOR	62,396.00	62,396.00	2,378.64	16,748.60	45,647.40	26.84 %
740-704-437051	PW UTILITIES MANAGER	60,981.00	60,981.00	2,602.57	16,820.83	44,160.17	27.58 %
740-704-437055	PW ADMIN ASSISTANT	62,632.00	62,632.00	2,718.61	17,940.42	44,691.58	28.64 %
740-704-437070	UTILITY WORKER, JOURNEY	154,764.00	154,764.00	6,354.00	44,507.60	110,256.40	28.76 %
740-704-437071	UTILITY WORKER II	155,649.00	155,649.00	6,251.03	43,757.21	111,891.79	28.11 %
740-704-439011	SEASONAL HELP	38,600.00	38,600.00	0.00	0.00	38,600.00	0.00 %
740-704-450100	OVERTIME	10,000.00	10,000.00	252.45	910.42	9,089.58	9.10 %
740-704-450500	CAREER RECOGNITION PAY	6,746.00	6,746.00	254.11	1,679.83	5,066.17	24.90 %
740-704-470000	ASSOCIATED PAYROLL COSTS	370,175.00	370,175.00	14,932.84	100,029.55	270,145.45	27.02 %
	RptCategory: 40 - PERSONNEL SERVICES Total:	1,020,001.00	1,020,001.00	39,670.15	269,120.22	750,880.78	26.38%
RptCategory: 50 - MATERIAL AND SERVICES							
740-704-500110	CONTRACTUAL & PROFESSIONAL S...	275,000.00	275,000.00	1,277.99	23,575.88	251,424.12	8.57 %
740-704-500240	METER READING CONTRACT	64,000.00	64,000.00	2,382.57	16,671.09	47,328.91	26.05 %
740-704-500425	WHOLESALE WATER	1,272,960.00	1,272,960.00	44,454.27	343,019.15	929,940.85	26.95 %
740-704-520120	BANK CHARGES	72,000.00	72,000.00	5,131.77	21,348.92	50,651.08	29.65 %
740-704-520130	OPERATIONS, MAINTENANCE & RE...	250,000.00	250,000.00	2,460.42	39,752.65	210,247.35	15.90 %
740-704-520162	LABORATORY WATER TESTS	40,000.00	40,000.00	280.00	6,010.00	33,990.00	15.03 %
740-704-520165	FIRE HYDRANT MAINTENANCE & RE...	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
740-704-520320	FLEET FUEL, MAINTENANCE & REPA...	45,000.00	45,000.00	1,172.78	11,810.46	33,189.54	26.25 %
740-704-520400	OFFICE SUPPLIES & EQUIPMENT	6,000.00	6,000.00	32.42	1,105.30	4,894.70	18.42 %
740-704-520430	UTILITY BILLS & POSTAGE	17,500.00	17,500.00	954.27	5,651.72	11,848.28	32.30 %
740-704-540220	TRAVEL, CONFERENCES & TRAINING	5,000.00	5,000.00	35.58	970.51	4,029.49	19.41 %
740-704-540300	SMALL TOOLS, EQUIPMENT & SAFE...	15,000.00	15,000.00	52.08	1,244.30	13,755.70	8.30 %
740-704-540400	DUMPING, HAULING, GARBAGE	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
740-704-560100	UTILITIES	50,000.00	50,000.00	1,970.77	13,457.93	36,542.07	26.92 %
	RptCategory: 50 - MATERIAL AND SERVICES Total:	2,152,460.00	2,152,460.00	60,204.92	484,617.91	1,667,842.09	22.51%

Budget Report

For Fiscal: 2023-2024 Period Ending: 01/31/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
RptCategory: 60 - CAPITAL OUTLAY						
740-704-660100	EQUIPMENT REPLACEMENT RESER...	279,000.00	279,000.00	0.00	0.00	279,000.00 0.00 %
740-704-676050	SYSTEM IMPROVEMENTS & PROJEC...	7,018,269.00	7,018,269.00	0.00	12,371.87	7,005,897.13 0.18 %
740-704-678090	RESERVE FROM SDC'S	657,771.00	657,771.00	0.00	0.00	657,771.00 0.00 %
RptCategory: 60 - CAPITAL OUTLAY Total:		7,955,040.00	7,955,040.00	0.00	12,371.87	7,942,668.13 0.16%
RptCategory: 70 - DEBT SERVICE						
740-704-720040	2005 BONDED DEBT/PRINCIPAL	347,000.00	347,000.00	0.00	0.00	347,000.00 0.00 %
740-704-730040	2005 BONDED DEBT/INTEREST	10,376.00	10,376.00	0.00	3,455.10	6,920.90 33.30 %
RptCategory: 70 - DEBT SERVICE Total:		357,376.00	357,376.00	0.00	3,455.10	353,920.90 0.97%
Department: 704 - WATER Total:		11,484,877.00	11,484,877.00	99,875.07	769,565.10	10,715,311.90 6.70%
Department: 920 - TRANSFER OUT						
RptCategory: 89 - TRANSFERS OUT						
740-920-899100	TRANSFER OUT TO GENERAL FUND	523,678.00	523,678.00	0.00	0.00	523,678.00 0.00 %
740-920-899205	TRANSFER OUT TO ROAD & STREET ...	349,000.00	349,000.00	0.00	0.00	349,000.00 0.00 %
RptCategory: 89 - TRANSFERS OUT Total:		872,678.00	872,678.00	0.00	0.00	872,678.00 0.00%
Department: 920 - TRANSFER OUT Total:		872,678.00	872,678.00	0.00	0.00	872,678.00 0.00%
Department: 990 - CONTINGENCY						
RptCategory: 90 - OTHER						
740-990-910000	CONTINGENCY FUNDS	400,000.00	400,000.00	0.00	0.00	400,000.00 0.00 %
RptCategory: 90 - OTHER Total:		400,000.00	400,000.00	0.00	0.00	400,000.00 0.00%
Department: 990 - CONTINGENCY Total:		400,000.00	400,000.00	0.00	0.00	400,000.00 0.00%
Expense Total:		12,757,555.00	12,757,555.00	99,875.07	769,565.10	11,987,989.90 6.03%
Fund: 740 - WATER FUND Surplus (Deficit):		0.00	0.00	100,750.71	1,051,674.37	1,051,674.37 0.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 01/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 750 - STORM WATER FUND							
Revenue							
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL							
RptType: 3000 - BEG FUND BAL.							
750-000-309999	BEGINNING FUND BALANCE	1,875,000.00	1,875,000.00	0.00	0.00	-1,875,000.00	0.00 %
	RptType: 3000 - BEG FUND BAL. Total:	1,875,000.00	1,875,000.00	0.00	0.00	-1,875,000.00	0.00%
RptType: 3140 - CHARGES FOR SERVICES							
750-000-314060	STORM REVENUE	2,010,500.00	2,010,500.00	85,200.13	577,048.67	-1,433,451.33	28.70 %
	RptType: 3140 - CHARGES FOR SERVICES Total:	2,010,500.00	2,010,500.00	85,200.13	577,048.67	-1,433,451.33	28.70%
RptType: 3141 - SDC							
750-000-314110	STORMWATER SDC'S	11,000.00	11,000.00	0.00	0.00	-11,000.00	0.00 %
	RptType: 3141 - SDC Total:	11,000.00	11,000.00	0.00	0.00	-11,000.00	0.00%
RptType: 3600 - MISCELLANEOUS							
750-000-360000	ALL OTHER STORM FUND RESOURC...	187,833.00	187,833.00	0.00	0.00	-187,833.00	0.00 %
	RptType: 3600 - MISCELLANEOUS Total:	187,833.00	187,833.00	0.00	0.00	-187,833.00	0.00%
	Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	4,084,333.00	4,084,333.00	85,200.13	577,048.67	-3,507,284.33	14.13%
Department: 910 - TRANSFER IN							
RptType: 3990 - TRANSFERS IN							
750-910-399105	TRANSFER IN FROM ARPA FUND	360,000.00	360,000.00	0.00	0.00	-360,000.00	0.00 %
750-910-399205	TRANSFER IN FROM ROAD & STREET..	277,555.00	277,555.00	0.00	0.00	-277,555.00	0.00 %
	RptType: 3990 - TRANSFERS IN Total:	637,555.00	637,555.00	0.00	0.00	-637,555.00	0.00%
	Department: 910 - TRANSFER IN Total:	637,555.00	637,555.00	0.00	0.00	-637,555.00	0.00%
	Revenue Total:	4,721,888.00	4,721,888.00	85,200.13	577,048.67	-4,144,839.33	12.22%
Expense							
Department: 705 - PUBLIC WORKS DIRECTOR							
RptCategory: 40 - PERSONNEL SERVICES							
750-705-431500	ACCOUNTING CLERK	34,269.00	34,269.00	1,372.25	9,214.25	25,054.75	26.89 %
750-705-437049	PUBLIC WORKS DIRECTOR	56,935.00	56,935.00	2,279.20	15,668.68	41,266.32	27.52 %
750-705-437050	PUBLIC WORKS SUPERVISOR	60,560.00	60,560.00	2,308.68	16,174.08	44,385.92	26.71 %
750-705-437051	PW UTILITIES MANAGER	60,981.00	60,981.00	2,621.30	16,951.94	44,029.06	27.80 %
750-705-437055	PW ADMIN ASSISTANT	62,632.00	62,632.00	2,718.57	17,940.28	44,691.72	28.64 %
750-705-437070	UTILITY WORKER, JOURNEY	71,964.00	71,964.00	3,177.00	21,212.56	50,751.44	29.48 %
750-705-437071	UTILITY WORKER II	112,157.00	112,157.00	6,451.50	34,387.04	77,769.96	30.66 %
750-705-437072	UTILITY WORKER III	146,012.00	146,012.00	3,104.92	17,884.33	128,127.67	12.25 %
750-705-450100	OVERTIME	5,000.00	5,000.00	517.60	1,067.36	3,932.64	21.35 %
750-705-450500	CAREER RECOGNITION PAY	6,148.00	6,148.00	186.01	1,238.11	4,909.89	20.14 %
750-705-470000	ASSOCIATED PAYROLL COSTS	376,348.00	376,348.00	13,949.21	90,686.74	285,661.26	24.10 %
	RptCategory: 40 - PERSONNEL SERVICES Total:	993,006.00	993,006.00	38,686.24	242,425.37	750,580.63	24.41%
RptCategory: 50 - MATERIAL AND SERVICES							
750-705-500110	CONTRACTUAL & PROFESSIONAL S...	44,000.00	44,000.00	1,994.79	13,315.38	30,684.62	30.26 %
750-705-520120	BANK CHARGES	80,000.00	80,000.00	5,342.61	22,575.26	57,424.74	28.22 %
750-705-520130	OPERATIONS, MAINTENANCE & RE...	60,000.00	60,000.00	238.94	13,242.93	46,757.07	22.07 %
750-705-520320	FLEET FUEL, MAINTENANCE & REPA...	50,000.00	50,000.00	937.17	10,958.44	39,041.56	21.92 %
750-705-520400	OFFICE SUPPLIES & EQUIPMENT	5,000.00	5,000.00	32.40	1,071.60	3,928.40	21.43 %
750-705-520430	UTILITY BILLS & POSTAGE	17,500.00	17,500.00	954.55	5,653.43	11,846.57	32.31 %
750-705-540220	TRAVEL, CONFERENCES & TRAINING	2,000.00	2,000.00	35.57	78.90	1,921.10	3.95 %
750-705-540300	SMALL TOOLS, EQUIPMENT & SAFE...	6,000.00	6,000.00	52.11	1,629.06	4,370.94	27.15 %
750-705-540400	DUMPING, HAULING, GARBAGE	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
750-705-560100	UTILITIES	2,000.00	2,000.00	53.31	364.37	1,635.63	18.22 %
	RptCategory: 50 - MATERIAL AND SERVICES Total:	274,000.00	274,000.00	9,641.45	68,889.37	205,110.63	25.14%
RptCategory: 60 - CAPITAL OUTLAY							
750-705-660100	EQUIPMENT REPLACEMENT RESER...	215,000.00	215,000.00	0.00	0.00	215,000.00	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 01/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
750-705-676050	SYSTEM IMPROVEMENTS & PROJEC...	2,302,281.00	2,302,281.00	337.92	12,985.04	2,289,295.96	0.56 %
	RptCategory: 60 - CAPITAL OUTLAY Total:	2,517,281.00	2,517,281.00	337.92	12,985.04	2,504,295.96	0.52%
	Department: 705 - PUBLIC WORKS DIRECTOR Total:	3,784,287.00	3,784,287.00	48,665.61	324,299.78	3,459,987.22	8.57%
	Department: 920 - TRANSFER OUT						
	RptCategory: 89 - TRANSFERS OUT						
750-920-899100	TRANSFER OUT TO GENERAL FUND	427,101.00	427,101.00	0.00	0.00	427,101.00	0.00 %
750-920-899205	TRANSFER OUT TO ROAD & STREET ...	110,500.00	110,500.00	0.00	0.00	110,500.00	0.00 %
	RptCategory: 89 - TRANSFERS OUT Total:	537,601.00	537,601.00	0.00	0.00	537,601.00	0.00%
	Department: 920 - TRANSFER OUT Total:	537,601.00	537,601.00	0.00	0.00	537,601.00	0.00%
	Department: 990 - CONTINGENCY						
	RptCategory: 90 - OTHER						
750-990-910000	CONTINGENCY FUNDS	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00 %
	RptCategory: 90 - OTHER Total:	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00%
	Department: 990 - CONTINGENCY Total:	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00%
	Expense Total:	4,721,888.00	4,721,888.00	48,665.61	324,299.78	4,397,588.22	6.87%
	Fund: 750 - STORM WATER FUND Surplus (Deficit):	0.00	0.00	36,534.52	252,748.89	252,748.89	0.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 01/31/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 801 - MUNICIPAL COURT TRUST FUND						
Revenue						
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL						
RptType: 3000 - BEG FUND BAL.						
801-000-309999	BEGINNING FUND BALANCE	40,000.00	40,000.00	0.00	0.00	-40,000.00 0.00 %
	RptType: 3000 - BEG FUND BAL. Total:	40,000.00	40,000.00	0.00	0.00	-40,000.00 0.00%
RptType: 3260 - FINES AND FORFEITURES						
801-000-326020	CITY OF GLADSTONE FINES/FEES	710,000.00	710,000.00	21,284.45	159,780.51	-550,219.49 22.50 %
801-000-326030	CLACKAMAS COUNTY FINES/FEES	34,000.00	34,000.00	800.38	6,367.29	-27,632.71 18.73 %
801-000-326040	STATE OF OREGON FINES/FEES	122,000.00	122,000.00	3,448.44	26,105.08	-95,894.92 21.40 %
801-000-326050	RESTITUTION	3,000.00	3,000.00	0.00	-100.00	-3,100.00 3.33 %
801-000-326060	BOND	1,000.00	1,000.00	117.62	1,446.03	446.03 144.60 %
	RptType: 3260 - FINES AND FORFEITURES Total:	870,000.00	870,000.00	25,650.89	193,598.91	-676,401.09 22.25%
RptType: 3600 - MISCELLANEOUS						
801-000-360000	ALL OTHER COURT FEES	0.00	0.00	0.00	177.50	177.50 0.00 %
	RptType: 3600 - MISCELLANEOUS Total:	0.00	0.00	0.00	177.50	177.50 0.00%
	Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	910,000.00	910,000.00	25,650.89	193,776.41	-716,223.59 21.29%
	Revenue Total:	910,000.00	910,000.00	25,650.89	193,776.41	-716,223.59 21.29%
Expense						
Department: 220 - COURT						
RptCategory: 50 - MATERIAL AND SERVICES						
801-220-500500	CITY OF GLADSTONE FINES & FEES	710,000.00	710,000.00	46,815.78	189,012.67	520,987.33 26.62 %
801-220-500510	CLACKAMAS COUNTY FINES & FEES	34,000.00	34,000.00	1,608.79	7,806.80	26,193.20 22.96 %
801-220-500520	STATE OF OREGON FINES & FEES	122,000.00	122,000.00	7,023.81	31,755.94	90,244.06 26.03 %
801-220-500530	RESTITUTION	3,000.00	3,000.00	0.00	0.00	3,000.00 0.00 %
801-220-500540	BOND - COURT	1,000.00	1,000.00	0.00	0.00	1,000.00 0.00 %
801-220-500550	ALL OTHER FEES & FINES	0.00	0.00	0.00	177.50	-177.50 0.00 %
	RptCategory: 50 - MATERIAL AND SERVICES Total:	870,000.00	870,000.00	55,448.38	228,752.91	641,247.09 26.29%
	Department: 220 - COURT Total:	870,000.00	870,000.00	55,448.38	228,752.91	641,247.09 26.29%
Department: 990 - CONTINGENCY						
RptCategory: 90 - OTHER						
801-990-910000	CONTINGENCY FUNDS	40,000.00	40,000.00	0.00	0.00	40,000.00 0.00 %
	RptCategory: 90 - OTHER Total:	40,000.00	40,000.00	0.00	0.00	40,000.00 0.00%
	Department: 990 - CONTINGENCY Total:	40,000.00	40,000.00	0.00	0.00	40,000.00 0.00%
	Expense Total:	910,000.00	910,000.00	55,448.38	228,752.91	681,247.09 25.14%
	Fund: 801 - MUNICIPAL COURT TRUST FUND Surplus (Deficit):	0.00	0.00	-29,797.49	-34,976.50	-34,976.50 0.00%
	Report Surplus (Deficit):	0.00	0.00	-225,111.03	1,640,688.85	1,640,688.85 0.00%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - GENERAL FUND	0.00	0.00	-706,230.32	-1,634,654.11	-1,634,654.11
105 - AMERICAN RESCUE PLAN RE:	0.00	0.00	-3,500.00	-80,590.77	-80,590.77
205 - ROAD AND STREET FUND	0.00	0.00	83,766.42	28,134.67	28,134.67
228 - POLICE LEVY FUND	0.00	0.00	-42,952.23	378,026.42	378,026.42
229 - FIRE LEVY FUND	0.00	0.00	5,761.10	286,768.89	286,768.89
390 - URBAN RENEWAL FUND	0.00	0.00	23,109.30	336,857.27	336,857.27
730 - SEWER FUND	0.00	0.00	307,446.96	1,056,699.72	1,056,699.72
740 - WATER FUND	0.00	0.00	100,750.71	1,051,674.37	1,051,674.37
750 - STORM WATER FUND	0.00	0.00	36,534.52	252,748.89	252,748.89
801 - MUNICIPAL COURT TRUST FL	0.00	0.00	-29,797.49	-34,976.50	-34,976.50
Report Surplus (Deficit):	0.00	0.00	-225,111.03	1,640,688.85	1,640,688.85

CHECK REGISTER FOR JANUARY 2024

Check Date	Check No.	Vendor	Amount	Line Item Description
01/03/2024	94158	Portland General Electric	10,477.45	Line Extension/PW Facility Construction
01/03/2024	94159 - 94161	UB Refund Checks	365.04	UB Refund Checks - PW
01/04/2024	537	Clackamas Fire District #1	543,927.75	Quarterly Fire Services IGA - Admin
01/04/2024	538	Lundquist, Kyndre	3,500.00	Municipal Court Judge - CT
01/04/2024	539	Nancy McDonald	5,600.00	HR Consultant Services - Admin
01/04/2024	540	P & C Construction	406,289.00	PW Facility Construction
01/04/2024	541	Shiels Oblatz Johnsen	4,974.13	PW Facility Construction
01/04/2024	542	Smith-Wagar Brucker Consulting Inc.	12,132.50	Financial Services - Admin
01/04/2024	94162	3 Loeb's, LLC	25.00	Business License Refund - Admin
01/04/2024	94163	ACS Testing, Inc.	1,352.18	PW Facility Construction
01/04/2024	94164	Anadyne, LLC	105.00	Hearing Tests - PD
01/04/2024	94165	Aramark	59.61	Mat Rental - PW
01/04/2024	94166	Buel's Impressions Printing	44.00	Business Card Printing - Admin
01/04/2024	94167	Cascade Form Systems	1,805.19	Window Envelopes w/City Logo - Admin
01/04/2024	94168	Clackamas 800 Radio Group	31,793.00	C800 Radio System final payment - Fire Levy
01/04/2024	94169	Curtis, L. N. Co.	662.00	Uniforms/Safety Supplies - PD
01/04/2024	94170	Edginton Properties	375.00	Reserved CT Parking Space - PD
01/04/2024	94171	Garden Corner	1,176.00	Flower Basket Watering/Removal - Admin
01/04/2024	94172	Northwest Natural Gas	1,802.54	Natural Gas Usage - All Edpts
01/04/2024	94173	Oregon Association of Chiefs of Police	1,075.00	Annual Membership - PD
01/04/2024	94174	PBS Engineering & Environmental Inc.	1,534.25	PW Facility Construction
01/04/2024	94175	Portland General Electric	7,874.58	Electricity Usage - All Depts
01/04/2024	94176	Stein Oil Co. Inc.	1,975.81	Gasoline - PD/PW/CC
01/04/2024	94177	Verizon Wireless	2,458.87	Cell Phone Usage - All Depts
01/04/2024	94178	Water Environment Services	121,365.29	Monthly Sewer Billing - PW
01/11/2024	543	Amy Lindgren Law, LLC	3,500.00	Municipal Court Judge - CT
01/11/2024	544	Ian Jeffrey Slavin	250.00	Indigent Defense - CT
01/11/2024	545	Leeway Engineering Solutions LLC	2,385.55	Engineering Costs - I & I Project - PW
01/11/2024	94179	911 Supply Inc.	136.85	Uniforms - PD
01/11/2024	94180	Alexin Analytical Laboratories	1,250.00	Drinking Water Tests - PW
01/11/2024	94181	Aramark	71.02	Mat Rental - PW
01/11/2024	94182	Backflow Management Inc	385.00	Backflow Assembly Testing - PW
01/11/2024	94183	BMS Technologies	2,863.09	Utility Bill Printing/Mailing - PW
01/11/2024	94184	Buell Recreation LLC	35,140.00	MB Park Playground Equip. Install - PW
01/11/2024	94185	Buel's Impressions Printing	39.00	Business Card Printing - PD
01/11/2024	94186	Cascade Rigging, Inc.	88.50	Crane Maintenance - PW
01/11/2024	94187	Clackamas County Finance Department	465.05	Signal Maintenance - PW
01/11/2024	94188	Clackamas County Sheriff's Office	67.00	Law Enforcement Dinner - PD
01/11/2024	94189	Columbia Rubber LLC	695.00	Snow Plow Blade - PW
01/11/2024	94190	Comcast	52.55	Digital TV Receiver - PD
01/11/2024	94191	General Tree Service	1,401.00	Tree Maintenance - PW
01/11/2024	94192	Grainger	52.85	Faucet Plate Replacement - PW
01/11/2024	94193	Guardian Alliance Technologies, Inc.	145.00	Background Investigation Software - PD
01/11/2024	94194	Industrial Tire Service	2,634.56	Vactor Truck Tires - PW
01/11/2024	94195	Luxury Restroom Trailers	2,810.00	PW Facility Construction
01/11/2024	94196	North Clackamas County	42,833.15	Wholesale Water - PW
01/11/2024	94197	Northwest Success, Inc.	2,253.31	Janitorial Service - PW
01/11/2024	94198	Oak Lodge Water Services	124,186.18	Wholesale Water/Sewer Billing - PW
01/11/2024	94199	Office Depot	121.39	Office Supplies - Admin
01/11/2024	94200	Oregon City/County Management Assn.	403.99	Annual Membership - Admin
01/11/2024	94201	Pamplin Media Group	2,168.00	Newsletter Printing - Admin
01/11/2024	94202	Paramount Pest Control Inc	85.00	Pest Control - PW
01/11/2024	94203	Portland General Electric	6,970.96	Street Light Electric Usage - PW
01/11/2024	94204	Secure Pacific Corporation	160.00	Alarm Code Change - PW
01/11/2024	94205	Stein Oil Co. Inc.	6,051.53	Gasoline - PD/PW/CC
01/11/2024	94206	Stericycle	177.30	Shredding Service - PD
01/11/2024	94207	T-Mobile	528.47	Cell Phone Usage - PW
01/19/2024	546	3I Consulting, Inc.	12,301.50	Planning Services - Admin

CHECK REGISTER FOR JANUARY 2024

Check Date	Check No.	Vendor	Amount	Line Item Description
01/19/2024	547	8x8, Inc.	1,801.37	Phone Service - IT
01/19/2024	548	Beery Elsner & Hammond LLP	7,199.50	Legal Fees - Admin
01/19/2024	549	BridgePay Network Solutions, LLC	208.20	Online UB Payment Fees - PW
01/19/2024	550	Global Grant Services	3,500.00	Grant Support Services - Admin
01/19/2024	551	Oregon Patrol Service	542.80	Meeting Security - CT/Admin
01/19/2024	552	Quadient Finance, USA	1,250.00	Postage - All Depts
01/19/2024	553	Satcom Global Ltd.	42.75	Satelite Phone Access - PD
01/19/2024	94208	AutoZone, Inc	5.81	Vehicle Maintenance - PD
01/19/2024	94209	Bravo Land Care & Maintenance	945.00	Landscape Maintenance - PW
01/19/2024	94210	City of Oregon City	430.50	GIS Services - PW
01/19/2024	94211	CJIS Solutions	2,880.00	Annual CJIS Compliant Email Accts - IT
01/19/2024	94212	Clackamas County Finance Department	13,569.33	Dispatch/Ammo - PD
01/19/2024	94213	Office Depot	18.71	Office Supplies - Admin
01/19/2024	94214	One Call Concepts Inc	64.40	Utility Notifications - PW
01/19/2024	94215	Oregon DMV	11.00	Driving Records - PD/Admin
01/19/2024	94216	Pacific Mobile Structures, Inc.	584.00	Mobile Office Rental - PW
01/19/2024	94217	Passport To Languages	12.25	Interpreting Service - Ct
01/19/2024	94218	Providence Health Services Oregon	100.00	DOT Physical - Admin
01/19/2024	94219	Safe Restraints, Inc.	1,607.12	Restraint Aparatus - PD
01/19/2024	94220	Sisul Engineering	1,648.50	Professional Fees - PW
01/19/2024	94221	TransUnion Risk and Alternative	75.00	Data Research - PD
01/19/2024	94222	United States Postal Service	1,279.09	Newsletter Postage - Admin
01/24/2024	94223	BHGAH Gladstone LLC	20,000.00	Settlement (Replaces lost check)
01/25/2024	554	Amazon Capital Services	38.06	Office Supplies - Admin
01/25/2024	555	Gladstone Municipal Court	1,436.13	Quarterly Bank Fee Reimb. - Admin
01/25/2024	94224	Allstream	230.50	Land Lines - PW
01/25/2024	94225	Brian Lowry Trucking LLC	4,470.00	Materials Hauling - PW
01/25/2024	94226	Gold Wrench	832.40	Vehicle Maintenance - PD
01/25/2024	94227	Industrial Tire Service	608.16	Vehicle Maintenance - PW
01/25/2024	94228	Mychi Doan	120.00	Interpreting Service - Ct
01/25/2024	94229	North Clackamas County Water	41,731.77	Water Purchases - PW
01/25/2024	94230	Owen Equipment Company	896.93	Vactor Truck Maintenance - PW
01/25/2024	94231	Portland General Electric	235.00	Permit Fees - PW
01/30/2024	556	CIS Trust	71,576.06	Monthly Health Insurance
01/30/2024	557	HRA VEBA Plan	3,885.53	Employer VEBA contribution
01/30/2024	558	MissionSquare Retirement	9,581.32	Voluntary Payroll Deferred Comp
01/30/2024	94233	Axa Equi-Vest	9,394.12	Voluntary Payroll Deferred Comp
01/30/2024	94234	Clackamas Community Federal Credit Union	1,031.14	GPA Union Dues
01/30/2024	94235	Equitable	1,463.22	Non-PERS Retirement Pmt
01/30/2024	94236	Equitable Financial Life Insurance Co.	86.00	Non-PERS Retirement Pmt
01/30/2024	94237	Oregon AFSCME Council #75	1,370.02	AFSCME Union Dues
 <u>Urban Renewal Fund Checks:</u>				
01/04/2024	5546	John Southgate, LLC.	1,350.00	Professional Fees - UR Boundary Amendment
01/19/2024	5547	Elaine Howard Consulting	1,777.00	Professional Fees - UR Boundary Amendment
01/19/2024	5548	Tiberius Solutions LLC	1,357.50	Professional Fees - UR Boundary Amendment
1/31/2024	5549	Oregon Secretary of State	200.00	Audit Filing Fee
1/31/2024	5550	Government Ethics Commision	567.41	Annual Ethics Billing
Total January 2024 Payments			<u>\$ 1,627,435.59</u>	

ATTORNEY CHARGES

Attorneys:	July, 2023	Aug, 2023	Sept, 2023	Oct, 2023	Nov, 2023	Dec, 2023	Totals
City Charter	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Elections	132.50	114.00	-	-	-	-	246.50
Finance	-	-	256.50	-	342.00	-	598.50
General	199.50	1,311.00	759.50	285.00	541.50	142.50	3,239.00
Meeting Attendance	-	-	-	-	-	-	-
Governance/City Council	655.50	370.50	456.00	969.00	-	399.00	2,850.00
Meeting Attendance	1,852.50	684.00	912.00	427.50	684.00	826.50	5,386.50
Intergovernmental	57.00	114.00	484.50	-	-	142.50	798.00
Meeting Attendance	-	-	-	-	-	-	-
Land Use/ Community Development	1,054.50	855.00	142.50	572.80	-	370.50	2,995.30
Meeting Attendance	-	114.00	-	-	-	-	114.00
Parks & Recreation	28.50	-	-	-	-	1,222.10	1,250.60
Personnel/Labor	-	826.50	1,425.00	17,105.50	4,426.00	-	23,783.00
GPA	-	-	-	-	-	-	-
City Administration	-	-	-	-	-	515.63	515.63
Personnel Handbook	-	-	-	-	-	-	-
Meeting Attendance	-	-	-	-	-	1,083.00	1,083.00
Public Records & Meetings	399.00	-	-	513.00	-	370.50	1,282.50
Public Safety	199.50	-	199.50	484.50	-	-	883.50
Public Works	464.50	-	142.50	-	370.50	-	977.50
Public Works Facility Project	737.00	199.50	-	-	-	-	936.50
Real Property Transactions	57.00	-	-	-	-	-	57.00
Risk Management/Litigation	28.50	-	142.50	57.00	85.50	199.50	513.00
Rights of Way-Telecommunications	4,210.50	1,437.50	562.50	-	750.00	-	6,960.50
Urban Renewal	-	-	-	-	-	-	-
Total	\$ 10,076.00	\$ 6,026.00	\$ 5,483.00	\$ 20,414.30	\$ 7,199.50	\$ 5,271.73	\$ 54,470.53

Attorneys:	Jan, 2024	Feb, 2024	Mar, 2024	Apr, 2024	May, 2024	June, 2024	Totals for Year
City Charter							\$ -
Elections							246.50
Finance							598.50
General							3,239.00
Meeting Attendance							-
Governance/City Council							2,850.00
Meeting Attendance							5,386.50
Intergovernmental							798.00
Meeting Attendance							-
Land Use/ Community Development							2,995.30
Meeting Attendance							114.00
Parks & Recreation							1,250.60
Personnel/Labor							23,783.00
GPA							-
City Administration							515.63
Personnel Handbook							-
Meeting Attendance							1,083.00
Public Records & Meetings							1,282.50
Public Safety							883.50
Public Works							977.50
Public Works Facility Project							936.50
Real Property Transactions							57.00
Risk Management/Litigation							513.00
Rights of Way-Telecommunications							6,960.50
Urban Renewal							-
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,470.53

Gladstone Police Department
Monthly Report
February 2024





GLADSTONE POLICE DEPARTMENT CHIEF'S MONTHLY REPORT TO CITY ADMINISTRATOR AND COUNCIL



CHIEF'S REPORT

February 2024

Greetings,

During our last Traffic Safety Committee Meeting, I answered questions related to traffic signage, speed and uncontrolled intersections. Many drivers today rely on signage as a means of traffic control, which in some locations is appropriate, while in other areas it may be hazardous or create new problems. The Manual on Uniform Traffic Control Devices (MUTCD) informs the City of Gladstone as to reasons and processes for traffic control signage and speed to help ensure traffic safety. As the city works through projects that include correcting certain traffic control signage, I wanted to share one of the most forgotten rules of the road **"Failure to yield right of way at uncontrolled intersection" Oregon Revised Statute 811.275 (ORS)**. I hope this traffic tip helps ensure traffic safety for all motorists.

Who Has the Right of Way?

The law simply states when the right of way must be yielded. Right of way can be used when the law permits its use by requiring that others yield the right of way to you. Failure to yield the right of way leads to crashes in all states. There are some ways for you to reduce this probability when you are driving however. Right of way must be yielded to other drivers in the following instances:

- At a yield sign
- To pedestrians in a crosswalk
- At uncontrolled intersections

If a driver fails to yield the right of way to the driver on the right regardless of which driver first reaches and enters the intersection, the driver failing to yield the right is at fault.

The law gives the right of way to no one, but it does state who must yield (give up) the right of way. Every driver, motorcyclist, bicyclist, and pedestrian must do everything possible to avoid a crash. When you yield the right of way to another vehicle, you are letting them go before you in the traffic situation. Few areas of traffic safety are more misunderstood than the "Yield to the Driver on the Right" rule.

Please review the above ORS if you have additional questions.



GLADSTONE POLICE DEPARTMENT CHIEF'S MONTHLY REPORT TO CITY ADMINISTRATOR AND COUNCIL



CHIEF'S REPORT Continued.....

- **Right-of-Way is not a right or privilege – it must be given!**
- **Determined by a set of rules.**
- **Drivers must understand right-of-way rules governing:**
 - **Intersections;**
 - **Merges; and**
 - **Special conditions.**



Sincerely,

John Schmerber, Chief of Police



GLADSTONE POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT

FEBRUARY 2024

"Respect ~Service ~Character ~Passion"



GENERAL STATISTICS/TYPE	THIS MONTH	YTD THIS YEAR	YTD LAST YEAR	% +/-	TOP 5 TRAFFIC CITE CHARGES	
Dispatched Incidents	434	872	919	-5.11%	Driving Uninsured 7	
Officer Initiated Incidents	557	1026	943	8.80%	Unlawful Cell Phone Use 5	
Total Number of Incidents	991	1898	1862	1.93%	Driving While Suspended 5	
Police Reports Filed	233	439	554	-20.76%	Fail to Wear Seat Belt 4	
Traffic Contacts	155	276	660	-58.18%	Improper Display of Plate 4	
Citations Issued (Charges)	45	94	335	-71.94%	ALARM ADMINISTRATION REPORT	
Parking Citations	113	262	2	13000.00%		
DUII	3	5	7	-28.57%	Renewals Billed 42	
Community Policing Contacts	38	58	26	123.08%	Renewal Fees Collected \$2,025.00	
Murders	0	0	0	0.00%	New Permits Issued 9	
K9 Deployments	6	9	3	200.00%	False Alarms w/No Permit 0	
Tow Releases	0	1	9	-88.89%	1st False Alarm Events 0	
					2nd False Alarm Events 2	
					3rd False Alarm Events 0	
					False alarm fees collected \$150.00	
					False alarm fees billed \$100.00	



GLADSTONE POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT

FEBRUARY 2024



"Respect ~Service ~Character ~Passion"

SELECTED CALLS FOR SERVICE**	THIS MONTH	YTD THIS YEAR	YTD LAST YEAR	% +/-	SPECIFIC OVERTIME CATAGORIES	HOURS
Abuse/Neglect	0	1	5	-80.00%	Cover Short Shift	230.25
Accident/Injury or Fatal	2	2	5	-60.00%	Court	20.5
Accident/Property Damage	3	9	12	-25.00%	Training	22.5
Assault	4	4	2	100.00%	Presentations/Meetings	9.5
Burglary	3	5	5	0.00%	Traffic Grant	41.5
Domestic/Family Disturb	24	33	35	-5.71%	Special Assignment	0
Drugs/Narcotics	3	5	4	25.00%	K9	19.5
Disturbance-Fights-Noise	7	17	12	41.67%	SRO	0
Forgery/Fraud	14	21	18	16.67%		
Hit and Run	2	7	11	-36.36%		
Ordinance Violations	8	15	22	-31.82%		
Runaway/Missing	7	14	3	366.67%		
Sex Offense	5	8	1	700.00%		
Suicide Threats/Attempts	9	16	5	220.00%		
Suspicious Person or Circumstance	48	96	87	10.34%		
Thefts	10	26	39	-33.33%		
Trespass/Prowler	15	15	12	25.00%		
Vandalism	4	9	13	-30.77%		
Vehicles Recovered	0	5	6	-16.67%		
Vehicles Stolen	0	5	9	-44.44%		
Death(Not Suicide/Murder)	0	2	0	100.00%		

**Coded at time of dispatch, not final disposition



GLADSTONE POLICE DEPARTMENT BIAS MONTHLY REPORT TO CITY ADMINISTRATOR AND COUNCIL



BIAS MONTHLY REPORT

REPORTED BY: Kristi Walls

February 2024

Bias crimes and incidents. The definition of a Bias Crime and Bias Incident can be found in the Oregon Revised Statutes at:

166.155 (Bias Crime in the second degree)

166.165 (Bias Crime in the first degree)

147.380 (b) (Bias Incident)

0 Bias Crimes were reported.

2 Bias Incidents were reported.

On February 12, 2024, GPD was dispatched to check on a suspicious person at the Holiday Inn Express, 75 82nd DR. Gladstone, OR 97027. An unknown male was riding his bike and was told to leave several times. The unknown male called the reporting party racial slurs throughout the contact. An area check was conducted, but the suspect was not located. This case was closed due to lack of leads.

On February 25, 2024, GPD was dispatched to an assault call at Tukwila Springs. Two female residents were causing a disturbance. One female called the other "Squaw". This has been an ongoing issue for several months. During the argument and after being called "Squaw" again, the argument turned physical with one party being arrested for assault. Case closed by arrest.

The Gladstone Police Department made the proper referral per ORS 147.380.

Bias Incident defined: a person's hostile expression of animus towards another person, relating to the other person's perceived race, color, religion, gender identity, sexual orientation, disability or national origin, of which criminal investigation or prosecution is impossible or inappropriate. "Bias Incident" does not include any incident in which probable cause of the commission of a crime is established by the investigating law enforcement officer.



GLADSTONE POLICE DEPARTMENT COMMUNITY SERVICES OFFICER MONTHLY REPORT TO CHIEF AND COUNCIL



COMMUNITY SERVICES OFFICER MONTHLY REPORT

Prepared by Yvonne McNeil

February 2024

31	Community contacts
7	Car seat checks
17	Vehicles tagged to be towed
1	Vehicles towed
152	Parking warnings
113	Parking citations
8	Ordinance violation
11	Ordinance violation follow up
3	Animal complaints
2	Hazard complaints
1	Traffic Control

346 Total

During the month of March, Code Enforcement will be looking for expire tags on vehicles. If a vehicle with expired tags is parked on the City Street, a citation will be written to previously warned vehicles. If you have a vehicle with expired tags, please register the vehicle or move it into your driveway, so that a citation will not be received.

Parking issue

On Risley Ave behind the Honda dealership, there were two vehicles were parked with signs of people sleeping in them. We were able to help them move from the area with resources from outreach partners.

If you see cars that are suspicious, please contact non-emergency at 503-655-8211. When calling please have the address, vehicle description and license plate number.





GLADSTONE POLICE DEPARTMENT COMMUNITY SERVICES OFFICER MONTHLY REPORT TO CHIEF AND COUNCIL



COMMUNITY SERVICES OFFICER MONTHLY REPORT Continued....

Noxious Vegetation covering sidewalk (completed)

A complaint was received about a large shrub that was covering the sidewalk, making it unusable for pedestrians. We contacted the resident and the issue was abated within two weeks.

Before:



After:



Parking Violation - Vehicle towed

A beige Geo Prizm was parked for several weeks on River Road. It was towed as an abandoned vehicle.





GLADSTONE POLICE DEPARTMENT DETECTIVES MONTHLY REPORT TO CHIEF AND COUNCIL



DETECTIVES MONTHLY REPORT

Prepared by Detective Fich

February, 2024

New Cases Assigned:

1. 24-002351 Sexual Abuse. Assigned by ODOJ on 02/06/24
2. 24-001825 Sexual Assault. Assigned on 02/07/24
3. 24-003971 Possible Child Abuse. Referral from Canby PD 02/26/24
4. 24-003933 Child Abuse. Referral from OCPD on 02/28/24

Current Caseload:

1. 23-018098 Sexual Assault. Assigned 08/31/23
2. 23-026068 Elder Financial Abuse. Assigned 12/21/23
3. 23-026396 Sexual Abuse. Assigned 12/30/23
4. 24-001158 Sodomy. Assigned 01/24/24
5. 24-001424 Robbery 1. Assigned 01/25/24
6. 24-003971 Possible Child Abuse. Referral from Canby PD on 02/26/24
7. 24-003933 Child Abuse. Referral from OCPD on 02/28/24

Cases Cleared:

1. 23-009913 Sexual Abuse. The case was forwarded to the Clackamas County Juvenile Department on February 3, 2024.
2. 23-007287 Sexual Abuse. DNA forensic results were inconclusive and indeterminate for sexual abuse. The case was suspended pending further investigative leads on February 7, 2024.
3. 23-022769 Encouraging Child Sexual Abuse. The investigation was completed on February 8, 2024. The case was forwarded to the Clackamas County District Attorney's Office for prosecution.
4. 24-002351 Sexual Abuse. The Gladstone PD investigation was closed on February 8, 2024. The reported incident occurred in Washington County and is being investigated by the Washington County Sheriff's Office.
5. 23-018639 Rape 1, Sodomy 1, Strangulation, and Violation of Restraining Order. Final DNA forensic results were received and forwarded to the Clackamas County District Attorney's Office on February 13, 2024.
6. 24-001825 Sexual Assault. The case was suspended due to a lack of victim cooperation on February 21, 2024.

Sex Offender Registrations Completed: 3

Highlights/Noteworthy:

1. On February 28, 2024, Officer Crotchett and I testified before a Clackamas County Circuit Court Grand Jury. A suspect was indicted on charges of Sexual Abuse in the Second Degree and Sexual Abuse in the third Degree. (GPD Case 23-018475)



**GLADSTONE POLICE DEPARTMENT
K9 MONTHLY REPORT
TO CHIEF AND COUNCIL**



K9 MONTHLY REPORT

Prepared by: Officer Olson

February 2024

K9 Nanuk is a seven year-old German Shepherd born in Slovakia. At seven weeks old K9 Nanuk was sold to a man in Germany who started training K9 Nanuk. In Germany in order to breed a dog they must achieve a sport title. In Germany the primary sport is schutzhund. schutzhund training is comprised of three separate parts, they are obedience, tracking, and protection work. You can accomplish three levels of titles from this training. K9 Nanuk was imprinted with the beginning knowledge in schutzhund training however he was sold at a young age and he had not achieved a title. Most working dogs are sold to kennels where police agencies purchase them with some sport dog training up to titled dogs in sport training. The training is then adapted to police work.

Officer	K9 Deployments GPD	K9 Deployments Other Agencies	K9 Training Hours
Olson	1	5	12

K9 Nanuk was deployed six times during the month of February.

K9 Nanuk was deployed twice to safely search buildings after burglaries occurred. No one was located inside the buildings. Using a K9 to search a building after a burglary is safer than the use of police officers.

K9 Nanuk was deployed on two high-risk traffic stops after vehicles eluded law enforcement. The vehicles eventually came to a stop. Both drivers surrendered and were taken into custody.

K9 Nanuk was deployed twice to track for suspects that ran from a scene. One track was a wanted person who walked away from a scene. There was another priority call in progress and very few resources were available, so the decision was made to end the track.

The second track was for a suspect that eluded police in a vehicle. The area was open farmland and the suspect had approximately a 40-minute head start. K9 Nanuk tracked approximately $\frac{3}{4}$ a mile to a roadway before the track was discontinued due to the amount of time passed and knowledge the suspect likely had a ride in the area when he ran from the vehicle.



GLADSTONE POLICE DEPARTMENT OPERATIONS MONTHLY REPORT TO CHIEF AND COUNCIL



OPERATIONS MONTHLY REPORT

Prepared by Sgt. Okerman

February 2024

2/1 On overdose was reported at Dierickx Field on Risley Ave. The Fire Department responded and the patient was given Narcan which saved the patient's life. The patient refused transport to the hospital and walked away from the scene.

Later in the day a subject entered the manager's office at the River Run Village Apartments next to Dierickx Field and asked for the police. When we arrived the subject was clearly under the influence of drugs. The officers were unable to take action and the subject returned to his apartment.

2/2 Gladstone Hyundai called to report a female had sat on a suitcase in their driveway and began urinating. She was also blocking the driveway. When an officer responded they recognized the female from several previous contacts. The female requested transport to the hospital and an ambulance was called for her medical issue.

2/6 DHS called to report a possible violation of a restraining order. Officers responded to find two heavily intoxicated parents and the father was restrained from being near the mother and the children. The father was arrested and DHS responded to the scene. There was a history of domestic violence and substance abuse in the family and DHS took the children into protective custody. Officers were forced to arrest the mother after she threatened to assault the DHS worker and tried to push past everyone. The children were safely taken to a foster placement.

2/7 A known runaway was located walking with a group of friends. The runaway was detained and Marijuana was found on their person. The juvenile was transported to the Juvenile Intake and Assessment Center.

2/8 Officers assisted the Mobile Crisis Response Team at Tukwila Springs. A suicidal subject had tried to light their hair on fire and was now in the common area. Officers tried de-escalating the situation but the subject pulled out a writing pen and tried stabbing themselves in the foot. Officers pinned the subject down and helped restrain the subject on an ambulance gurney.



GLADSTONE POLICE DEPARTMENT OPERATIONS MONTHLY REPORT TO CHIEF AND COUNCIL



OPERATIONS MONTHLY REPORT Continued.....

2/11 An officer witnessed an SUV crash into the covered seating area at McLoughlin Market. The SUV fled the scene at a high rate of speed. The officer tried catching up to the vehicle on Dartmouth St as it sped away. When the SUV got to Oatfield Rd it tried to make a left turn but was travelling WAY too fast and crashed through the fence onto the SDA camp property. The vehicle was significantly damaged and the driver was injured. The driver was not wearing a seat belt and hit the windshield during the crash. Luckily there was no one else in the SUV and there was only minor property damage at both scenes. The driver was taken to OHSU for treatment and a warrant was completed for the DUII investigation as the driver smelled of alcohol.



2/16 CSO McNeil received a call about a parking issue on Beatrice Ave. When she arrived she ran the plate and it returned stolen. Patrol officers responded to investigate. The vehicle was stolen from The Dalles and had been dumped in Gladstone about 4 days ago. No suspects were identified. The vehicle was towed.

Several citizens called in reporting a subject walked into the Clackamas River from Cross Park. The subject made no attempt to swim and was quickly under water. Gladstone PD was assisted by OCPD, CCSO, CCFD #1, and TVF&R. The subject was pulled from the water and life saving measures were attempted but the subject died. An investigation revealed the subject had committed suicide.

2/23 A subject who had been asked to leave the Holiday Inn twice pulled out a large kitchen knife and threatened the front desk worker. Officers responded and with the help of a deputy were able to safely take the suspect into custody after de-escalation efforts were successful.



GLADSTONE POLICE DEPARTMENT OPERATIONS MONTHLY REPORT TO CHIEF AND COUNCIL



OPERATIONS MONTHLY REPORT

Prepared by **Sgt. Graves**

February 2024

02/06/24- Officers responded to the Echo Glen apartments on a reported domestic disturbance. Officers conducted an investigation and determined no crimes had occurred. Officers were able to mediate a solution to the issue and the parties separated for the evening.

02/19/24- An Officer was dispatched to a cold adult sex crime that occurred in the 900 block of W. Arlington. Officers met with the victim and conducted an investigation. As of this report the investigation is waiting for forensic results to come back before moving forward with investigation.

02/20/24- Officers responded to the 100 block of W. Clackamas on a report of an attempted suicide by overdose. Officers arrived on scene with medics. They determined the patient was not able to care for self and they were put on a Police Officer Hold and taken to the hospital by ambulance.

02/20/24- Officers responded to the 20000 block of Mcloughlin Blvd on a welfare check of a woman. The woman was inside a business not making much sense. Officers arrived and determined the female suffers from a mental illness. Services were offered, but refused by the woman. She was determined not to be a danger to self and was asked to leave the business.

02/21/24- Officers responded to the 17100 block of Valley View on a domestic disturbance. The RP reported their juvenile daughter was intoxicated and was being violent with family members. Officers arrived on scene and were able to calm the situation. The juvenile was very intoxicated and was placed on a Police Officer Hold for her safety. She was transported to a hospital by ambulance. The case was referred to the Clackamas County Juvenile Department for consideration.



GLADSTONE POLICE DEPARTMENT OPERATIONS MONTHLY REPORT TO CHIEF AND COUNCIL



OPERATIONS MONTHLY REPORT Continued.....

02/25/24- Officers responded to the Echo Glen Apartments on a report of a suspicious person on the back porches of some of the apartments. Officers arrived and conducted a foot patrol of the complex but were unable to locate anyone. Officers then conducted a check of the area and located a juvenile subject matching the description. The juvenile appeared to be very high on marijuana. It was determined the juvenile would be transported home and turned over to parents. The case was referred to Clackamas County Juvenile for consideration.

02/26/24- Officers responded to a domestic disturbance in the 1000 block of High Street. Officers arrived and found a very heated verbal argument ongoing. After interviewing several people on scene, Officers were unable to determine who the primary aggressor was. The involved parties decided to separate for the evening. The case was forwarded to the DA's office for review.

02/26/24- Officers responded to 24HR Fitness on a report of a theft from the women locker room. The RP reported an unknown person broke into her locker and stole her wallet, cell phone and charging case. After investigation officers were unable to pinpoint a potential suspect.

02/26/24- Officers responded to assist CCSO with a vehicle that fled from them on a traffic stop. The vehicle was last seen in the 6500 block of Paola Ct. The vehicle and driver were located and it was determined the driver was a known wanted person. The suspect was not cooperative with commands to get out of the vehicle and a 40mm less lethal munition round was used on his vehicles window. The suspect then complied with commands to exit the vehicle without any other force needed and was taken into custody.



GLADSTONE POLICE DEPARTMENT OPERATIONS MONTHLY REPORT TO CHIEF AND COUNCIL



OPERATIONS MONTHLY REPORT

Prepared by Sgt. Hutchinson

February 2024

February 1: Officers responded to a male subject who was high on methamphetamine and causing a public disturbance. Once officers arrived they attempted to get him to calm down but he would not. He continued to act paranoid and afraid of people who were not there. It was determined he was a danger to himself and he was placed on a Police Officer Hold. AMR transported.

February 3: Officers responded to an unwanted person at the Los Verdes Apartments. The reporting party said that his ex-girlfriend, the mother of his child, was there with her boyfriend to assault him and take the child. He has a court order to keep the child. Officers arrived and could not locate the female half as she left prior.

Officers responded to a trespass at the trailer dealership on Mcloughlin Blvd. A male was located inside a trailer trespassing. Officers contacted him and he was moving his property from the trailer. He was possibly living out of the trailer for several days before being located. The business owner did not want to pursue criminal charges and only wanted him trespassed. The male was verbally trespassed and left the area.



February 8: Officers responded to a theft of alcohol from the Hollywood Beverage. A regular customer, unknown ID, stole a bottle of whiskey from the store and left on foot. He was unable to be located and the victim was advised to call back when he returned.

February 15: Officers responded to the snack shack at the Gladstone High Football Field. The door to the building was left open. Officers cleared the building and there was no evidence of anything missing. It is likely the door was left unsecured and the door unlatched, but it was reported as a burglary.

OPERATIONS MONTHLY REPORT

Continued.....

February 17: Officers responded to a theft of a bicycle that the victim said he saw for sale on Facebook Marketplace. The bicycle had a distinct look and parts custom to the owner. Officers set up a buy sting on the next day, resulting in an arrest of the seller. The seller had a bag containing evidence of money counterfeiting and other crimes. The seller also had felony state wide warrants.



Odyssey BMX Bicycle
\$300 \$400
Gladstone, OR

February 22: Officers responded to the area of Hollywood Beverage, a local liquor store regarding a slumped driver of a SUV. Officers arrived and pinned in the vehicle to stop it from driving off if the driver is impaired. The driver was located unconscious but breathing. The driver had drug paraphernalia on him and had a hard time staying awake. There was no criminal amount of drugs located. The man had a cite and release warrant that was issued to him. He was advised not to drive.



Gladstone Records Department assisted in the Taser instruction for new officers. No injuries occurred during training.

February 23: Officers responded to a physical domestic disturbance involving a husband and wife. It started over a verbal argument that turned physical after the male started recording the female. The female ended up causing red marks on the male from pushing and hitting him. The woman also bit him on the shoulder, which caused clear teeth marks. This occurred in front of their 4-year-old child. The woman was arrested for Domestic Violence Assault and transported to jail.



GLADSTONE POLICE DEPARTMENT OPERATIONS MONTHLY REPORT TO CHIEF AND COUNCIL



OPERATIONS MONTHLY REPORT Continued.....

February 24: Officers responded to a family disturbance with a subject who was intoxicated and having mental issues. Gladstone Officers responded to the home on 3 separate calls for assistance. Each time the male became more agitated but a crime was not evident and his parents did not want to be a victim. On the third call, the male caused a public disturbance in an attempt to fight his father. The male was arrested for Disorderly Conduct and trespassed from his father's home.

February 28: Officers responded to a report of trespassers under the 99 bridge. The reporting party stated there were tents being set up under the bridge. Three subjects were located, one had a felony warrant and one was a registered sex offender. All three were formerly trespassed from the area and cleaned up their belongings and tents. The wanted subject was arrested and transported to jail.

Officers responded to a disturbance at the Rivergreen Apartments. It was reported there were two people physically fighting in the apartment. Upon contacting the people inside, it was determined the noise was coming from their 12 year old playing a video game. The parties were advised of the noise complaint.



MONTHLY REPORT TO CHIEF AND COUNCIL



RECORDS UNIT MONTHLY REPORT

Reported by: Executive Assistant Kristi Walls

February 2024

Watch our website and our Face Book page for our Monthly “Where is K9 Nanuk” photo contest. The first person to guess where K9 Nanuk is and contacts me at kwalls@gladstoneoregon.us will win a prize. No winner Last month. Nanuk was on the footpath between High Rocks and Volcano Harley-Davidson.

Don't forget to stop by the Police Department to get your free bicycle helmet. We have all sizes ranging from toddlers to adults. We are here to help you Monday through Friday from 9:00am – 4:00pm. Happy riding everyone! Bicycle rodeo is coming May 11th!



Some of you may wonder what a Records Specialist for the Police Department does.

Besides helping people on the phone and in the lobby, the records department enters all of the Municipal Court warrants, processes court ordered expungements, manages the court calendar with incoming and canceled subpoena's, public records request, background records

checks for employment, vehicle releases, entering stolen vehicles, articles, missing persons and vehicle impounds into LEDS (Law Enforcement Data System) and processing reports. Just to name a few. There are many steps in processing reports and arrests. Including uploading body worn camera footage, running criminal histories and validating the accuracy of the report. These are just a few examples of what happens in the Records unit. Every day is different for the records department.





Where is K9 Nanuk? March 2024



Join us every month to identify where is K9 Nanuk



Each month we will post of a picture of K9 Nanuk somewhere in Gladstone. Be the first to identify where K9 Nanuk is, and you will get something special from us. If you think you know where K9 Nanuk is, contact us at kwalls@gladstoneoregon.us. You must email your response to win.





**GLADSTONE POLICE DEPARTMENT
TRAINING UNIT MONTHLY REPORT
TO CHIEF AND COUNCIL**



TRAINING UNIT MONTHLY REPORT

Prepared by: Sergeant Okerman

February 2024

The training unit strives to keep all Police Department members updated on legal and training issues. This is no small task considering that to maintain certification as a Police Officer in Oregon you must meet minimum requirements based on required annual or semi-annual training mandates. We also strive to send Officers to training that may not be required, but relate to a particular Officer's field of expertise or for purposes of career development.

Officer	Training	Mandatory State/Federal	Hours
Gilliam	Mental Health	No	16
Zacarias	Investigation/DV	No	4
Total			20

February was a very busy month with onboarding two new officers, one at the academy, one starting field training, and preparations for another officer to start in March.

Officer Dornfeld Continues at the Basic Police Academy in Salem. He was back at the PD for a week while the academy was closed for maintenance and he was able to do some field training with officers.

February brought us two more new hires, Officer Robbie Teague and Officer Jonathan Wright. Officer Teague was hired as the SRO and has past experience as a deputy and SRO. He went through 10 hours of use of force training as well as other lateral hire training so he can start field training in March. Officer Wright has started new officer training to prepare him for the academy which he will start on April 1st.

Officer Zacarias attended a separate Domestic Violence class taught by the DA's office. He also started field training with Officer Day.

Officer Gilliam completed the training time at the Peer Support Conference. The peer support team also completed quarterly continuing education training as part of the officer wellness program.



Public Works

Staff Report for February 2024

Report Date : March 4, 2024
To : Jacque M. Betz, City Administrator
Copy : Mayor and City Council
From : Darren Caniparoli, Public Works Director

WATER:

- Utility billing service orders.
- Routine coliform sampling, system chlorine residual monitoring
- Routine pumpstation/reservoir inspections
- Utility billing door hangers and shut-offs for nonpayment.
- Master Meter, read and sent to the treatment plant weekly
- Change the recording charts at the Webster Reservoir Pump Station weekly

In addition to routine tasks, the water crews has been busy with water meter maintenance, leak assessments and replacing broken water meter boxes. All of these individual tasks are crucial to maintaining an efficient water system and help prevent water loss and inaccurate billing for customers.

The Water Dept. replaced two water services that were leaking on Springhill Pl. Addressing water leaks in a timely manner is an important aspect of proper water system managements; avoiding potential damage to property and infrastructure while protecting one of our most vital natural resources.



SEWER:

- Sewer crews inspected three sewer laterals that were installed by private contractors to ensure they are to City Standards. By completing a visual inspection of the line, we ensure the City is accepting responsibility of a line in good condition, if there was a fault found, the property owner would need to address it prior to the City accepting responsibility.
- Crews performed an investigation affecting several homes in the 200 block of W. Clackamas Blvd. After inspecting the City sewer main and finding it free and clear, a plumber and crews identified the problem as root intrusion and a blockage caused by non-flushable towels in the property's lateral line.

Sewer system maintenance is ongoing; crews have cleaned 35,605 ft. of sewer main, which is a significant portion of our yearly goal of 46,200 ft., crews will focus on "hot spots" over the next few weeks in wrapping up sewer line cleaning for the year.

Currently crews are running the Vactor and CCTV trucks in tandem, while the Vactor truck is jetting and flushing the lines the CCTV truck follows behind to visually inspect the condition of the sewer pipes and identify any issues such as cracks, breaks or root intrusion.

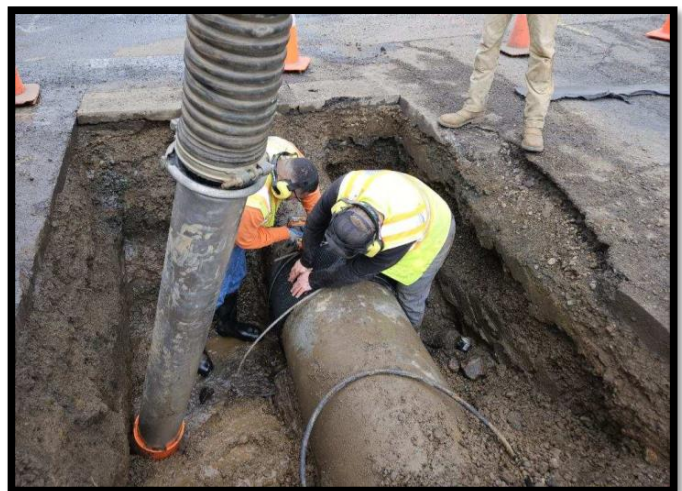
Conducting this proactive maintenance and inspection work helps ensure the reliability and efficiency of the sanitary sewer system.

STORM:

- Crews are proactively monitoring and clearing debris from the city's headwalls before, during and after rain events. Doing this, prevents blockages, maintains flow and minimizes erosion.

The Stormwater Dept. took action to repair a stormline at the intersection of Los Verdes and Webster Rd. Upon excavation crews found a 3-4" separation in the pipes causing a sinkhole in this busy intersection.

Crews used rubber mesh and metal banding to repair the 18" stormline. Upon completion of the repair crews backfilled and compacted the excavation site, the streets crew followed behind paving the roadway to complete the site restoration.



PARKS:

- Trash pick-up & Bathrooms cleaned in all parks two days a week.
- Path & walkway maintenance within our parks. (pic)
- New park amenities: Garbage cans and picnic tables will be installed in assigned locations later this month; the Parks and Recreation Board initiated this project in conjunction with Public Works administration. Installation of these new park amenities will contribute to a positive park experience for our residents and visitors.



(RC Track walkway – Meldrum Bar Park)

- Pressure washing hard surfaces in all City parks. Why do we pressure wash in the winter? Time mainly, it is the only time of year that we have a little extra time to do this task. Removing grime, dirt and stains from concrete surfaces and other hard surfaces improves their appearance. It is also a matter of safety, removing algae and moss reduces the risk of slips, and falls, additionally crews have the opportunity to inspect play equipment, picnic shelters and other structural components. It also enhances the overall aesthetic of the parks and creates a more welcoming environment for our visitors.



MELDRUM BAR PARK PLAYGROUND



The new playground is open for play at Meldrum Bar Park! This exciting improvement was made possible with the use of WES Good Neighbor and American Rescue Plan funds.

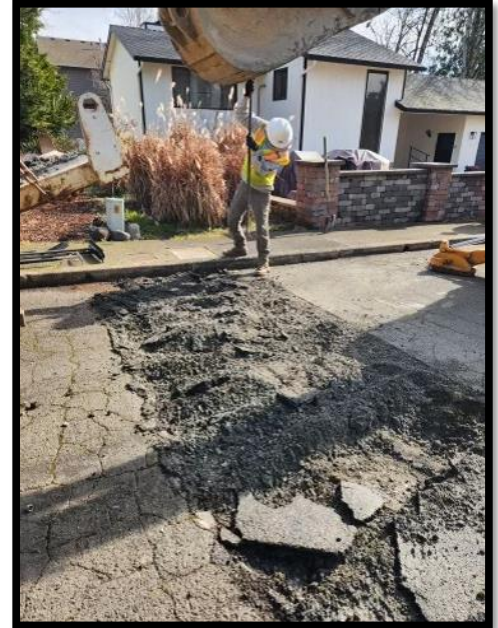
The Parks and Recreation Board was intentional in selecting playground equipment that includes ADA compliant components, ensuring accessibility for all. Wood chips were installed, providing a soft and safe surface for all to play on. Wood chips are environmentally friendly, reduce the risk of injury, provide good drainage and naturally deter weed growth. Overall, this project reflects the commitment of both City Council and the Parks and Recreation Board to create inclusive outdoor spaces that improve the livability of Gladstone residents.

FLEET:

- Oil changes have been completed on all PW vehicles.
- Street Sweeper is being serviced for minor repairs.
- Mowers are being repaired for the upcoming spring season.

STREETS:

- Pothole repair is in full force around town, we are receiving phone calls and emails daily reporting potholes. Crews are out patching as often as they are able.
- The Streets Dept. continues to install new street name signs and regulatory signage in area 4; this area should be completed by the end of March. The signage update provides signage that is retroreflective, which is required through the Federal Highway Administration.
- The Streets and Utility Dept. teamed up and took advantage of the nice weather, utilizing our hotbox crews were able to get some out of season utility patching completed!



ADMINISTRATION:

- Completed MS4 Stormwater Management Program tracking and reporting gaps.
- Coordinated repair of the City owned backflow devices.
- Performed technical design reviews on seven improvement projects.
- Worked with Sisul Engineering to prepare a Public Works Dept. comment letter for annexations for Kirkwood properties.
- Working on developing a scope of work for the water system unidirectional flushing program design RFP.
- Working with Clackamas County WES to develop a scope of work and IGA for WES to perform MS4 Permit required stormwater sampling and lab work on the City's behalf.
- Gladstone's Clackamas County Multi-Jurisdiction Natural Hazard Mitigation Plan Addendum has been submitted to the Oregon Department of Emergency Management for review.
- Working with our members of the Regional Water Providers Consortium and Clackamas River Water Providers to enhance water supply interconnectedness and emergency management planning.
- Attended seven regulatory meetings for various agencies and providers.
- Clackamas County Building Permit plan reviews, approvals and release letters.
- Continued development of ROW procedures and rollout of the new ROW Ordinance. ROW Licensing is now managed by administration within the Public Works.
- Approval and issuance of 13 ROW Permits in January with 21 closed out with final tolling inspections.

- ROW Inspections for private and commercial work within the ROW.
- Bid openings held for two RFP's, Evergreen Lane Stormline and the CIPP Sanitary Sewer Projects. Notice of Intent to Award issued for both low bids.
- Prepared and posted the RFP for the 2024 Paving Project. Will monitor and manage the RFP until the closing date of March 27, 2024.
- System Development Charges, calculations for 6 private developments and 1 commercial property.
- Contract preparation for multiple Public Works contracts, including Janitorial, Sisul Engineering, Kittelson & Associates, Meter reading and Public Improvement contracts for upcoming projects.

"The price of success is hard work, dedication to the job at hand, and the determination that whether we win or lose, we have applied the best of ourselves to the task at hand."

~Vince Lombardi, Legendary Coach



City of Gladstone Monthly Planning Report February 2024

PUBLIC CONTACTS/PLANNING ACTIONS

CUSTOMER CONTACT/ Planning Actions	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	D0ec	YEAR-TO-DATE TOTALS
Customer Service Counter Contacts	0	0											0
Customer phone/email Contacts	47	28											75
Building Permits with Land Use Review	15	8											23
Code Compliance Review	0	0											0
Pre-application Conferences	1	2											3
Administrative Decisions	0	0											0

PLANNING COMMISSION ACTIONS/DECISIONS

- Home Occupation Code Language Update- Recommendation of Approval to City Council
- The Arlington Tap Room Design Review- Approved with Conditions

CITY COUNCIL LAND USE ACTIONS/DECISIONS

- Appoint Stakeholder Advisory Committee (SAC) for Gladstone Town Center Project

PRE-APPLICATION CONFERENCES

- Kirkwood Rd. Annexation- 3 parcels
- Oak Lodge Water Tank Property- Addition of Storage Building

ADMINISTRATIVE PERMITS

- No Administrative Permits

BUILDING PERMITS WITH LAND USE REVIEW

Date	Address	Permit #	Description
02/06/24	19795 McLoughlin Blvd	B0014824	Taco Bell wall signs replacement with new logo (signs all same size as existing). Standards met.
02/06/24	320 Harvard Ave	B0023523	Middle Housing. Demolish garage, retain existing home and build 2-story two-unit housing structure for total of 3 dwelling units on site (triplex- middle housing). 3 off-street parking spaces required (only 2 provided). Revisions requested.
02/15/24			Revisions made. Site plan approved.
02/06/24	19800 Oatfield Rd	B0560323	Covered meeting space at Gladstone Park Conference Center. Approved by PC in 2023.
02/06/24	275 W. Ipswich St	B0210923	Middle Housing. Triplex addition to site with one home. Meets Gladstone Zoning Code for quadplex (approved on 9/20/23).
02/06/24	435 W. Clarendon	B0001024	Middle Housing. Conversion of an existing single unit home to triplex in existing footprint. Meets requirements.
02/15/24	8405 Cason Road	B0558923	Addition to an existing home. Meets requirements.
02/15/24	330 W Dartmouth St	B0585723	Single home; previously built but permits never finalized. Meets requirements.

FUTURE ITEMS/PROPERTY UPDATES

Date	Topic
03-12-24	City Council public hearing: Home Occupation Code Language Update
03-19-24	Planning Commission public hearings: ICSB Expansion Design Review and Lake Oswego/Tigard River Water Intake Emergency Power Docking Station Design Review

GLADSTONE MUNICIPAL COURT FROM FEBRUARY 2024

General Court Information from February 2024

- 21 traffic citations filed
- 74 violations disposed
- 7 misdemeanors filed
- 19 misdemeanors disposed
- 4 payment agreements entered
- 20 warrants were issued
- 23 payment reminders were mailed to defendants
- 13 driver’s licenses were requested suspended
- 17 driver’s licenses were released
- 20 cases were sent to collections
- 0 cases were sent to the Department of Revenue
- 0 Jury trial was held
- \$13,310.00 in violation fees assessed
- \$18,054.56 in violation fees paid
- \$9,237.93 in misdemeanor fees assessed
- \$8,716.49 in misdemeanor fees paid
- \$14,420.73 collection with Department of Revenue
- \$14,706.67 collected with The Western Agency

	Traffic Cites Issued 2022	Traffic Cites Issued 2023	Traffic Cites Issued 2024	Traffic Viol Disp 2022	Traffic Viol Disp 2023	Traffic Viol Disp 2024	Misd. Issued 2022	Misd. Issued 2023	Misd. Issued 2024	Misd. Disp. 2022	Misd. Disp. 2023	Misd. Disp. 2024	Parking 2022	Parking 2023	Parking 2024
Jan	78	120	27	97	132	41	2	2	3	3	10	5	0	1	137
Feb	86	64	21	115	173	74	13	9	7	8	6	19	0	1	96
Mar	62	129		122	92		3	3		8	6		1	21	
Apr	118	84		93	166		13	8		2	8		3	4	
May	76	69		189	109		4	10		9	9		40	14	
Jun	118	64		150	122		13	10		8	12		13	3	
Jul	42	61		160	111		2	11		9	13		61	7	
Aug	37	59		111	99		16	12		12	10		21	6	
Sep	35	40		76	59		5	7		8	11		5	17	
Oct	37	31		32	57		4	12		3	4		5	38	
Nov	67	49		64	74		4	18		9	3		2	169	
Dec	99	22		62	60		4	9		3	10		0	95	
Total	855	792	48	1271	1254	115	83	111	10	82	102	24	151	376	233

GLADSTONE MUNICIPAL COURT FROM FEBRUARY 2024

TRAFFIC FINE & FEES ASSESSED AND PAID BY YEAR

	Traffic Fees Assessed 2022	Traffic Fees Assessed 2023	Traffic Fees Assessed 2024	Traffic Fees Paid 2022	Traffic Fees Paid 2023	Traffic Fees Paid 2024
Jan	35,192.50	39,830.00	12,915.00	18,573.88	24,445.59	16,203.81
Feb	30,750.00	58,120.00	13,310.00	25,724.67	19,848.78	18,054.56
Mar	33,126.10	22,835.00		36,100.00	21,799.95	
Apr	28,805.00	50,087.50		26,349.01	45,057.40	
May	57,275.00	37,620.00		27,039.72	25,258.81	
Jun	38,788.00	39,330.00		42,927.32	29,711.23	
July	51,636.25	36,920.00		24,562.98	21,100.71	
Aug	28,160.00	33,645.00		25,312.14	21,492.13	
Sept	31,143.00	20,765.00		23,137.49	23,599.95	
Oct	24,148.77	25,622.70		9,505.00	22,156.65	
Nov	17,975.00	19,735.00		20,958.48	21,490.14	
Dec	16,775.00	21,709.23		28,268.41	23,528.86	
Total	\$393,774.62	\$406,219.43	\$26,225.00	\$308,459.10	\$299,490.20	\$34,258.37

MISDEAMNOR FINE & FEES ASSESSED AND PAID BY YEAR

	Misdemeanor Fees Assessed 2022	Misdemeanor Fees Assessed 2023	Misdemeanor Fees Assessed 2024	Misdemeanor Fees Paid 2022	Misdemeanor Fees Paid 2023	Misdemeanor Fees Paid 2024
Jan	2,136.00	14,109.00	5,555.00	3,771.92	2,944.52	7,372.17
Feb	6,511.00	10,168.00	9,237.93	10,412.41	5,025.10	8,716.49
Mar	5,831.62	6,775.00		6,955.75	4,709.73	
Apr	963.00	12,564.00		6,962.43	10,229.69	
May	7,062.00	5,293.92		1,841.15	8,143.54	
Jun	7,183.00	9,794.00		9,152.68	6,316.30	
July	7,921.38	12,359.10		3,411.36	3,803.50	
Aug	8,991.00	13,131.75		2,149.64	4,873.64	
Sept	6,868.00	10,323.80		2,668.68	7,261.55	
Oct	4,155.73	1,826.00		6,588.00	6,512.99	
Nov	8,535.00	1,990.00		3,654.71	3,690.74	
Dec	2,580.00	9,210.00		2,552.88	6,556.25	
Total	\$68,737.73	\$107,544.57	\$14,792.93	\$60,121.61	\$70,067.55	\$16,088.66



The Gladstone Community Center



Monthly Report

February 2024

What happened this month at The Gladstone Community Center?

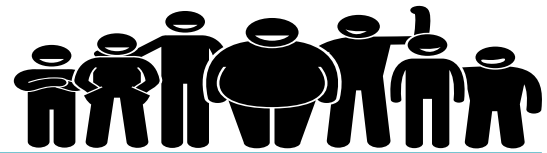
1152 registered people checked into The Gladstone Community Center

274 individuals came to The Center for congregate meals

1305 Home Bound Meals were served to seniors

216 food boxes were received by local home bound seniors

We sent out **1345 pounds** of food to home-bound seniors!
We received generous donations from our community, Gleaners, and Gladstone Food Bank.



Monthly Revenue?



\$879.00	Home Bound Meal Donations
\$952.00	Congregate Meal Donations
\$1055.00	Rentals
\$373.00	Transportation Donations
\$5,895.72	Clackamas County Funds

We answer 1,000's of calls each month! This month we took numerous calls in the following categories:

Information and Assistance

Reassurance

Case Management

Client Services



Volunteers

We have **8** volunteers staffing our front desk 5 days a week from 8 am to 4 pm

We currently have over **100** volunteers



Volunteers recorded **729** hours for February!

Volunteers do various tasks including kitchen, dining service, thrift shop, food deliveries, food pickups, instructors, clerical, front desk, cleaning, gardening, and advocacy work.

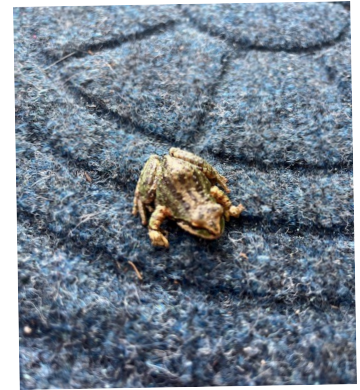


Rentals

Our rental agreement has been recently revised and the updated version is now available on our website for easy reference. As part of our long-term goals, we are aiming to boost the rental revenue of the Gladstone Community Center for the year 2024.

The Center also offered many community-based classes and programs this month.

- AARP Safe Driving Class
- AARP free tax preparation
- Black History Month interactive display
- Blood pressure readings
- Community Bingo Night
- Easter Egg Stuffing Community Hunt
- Foot Clinic
- Movie, popcorn, and rootbeer floats
- Music at lunch
- Popup art show
- Pre-School sing along
- Tech support



Spring Time & Our Little Visitor



Friday Tax Preparation

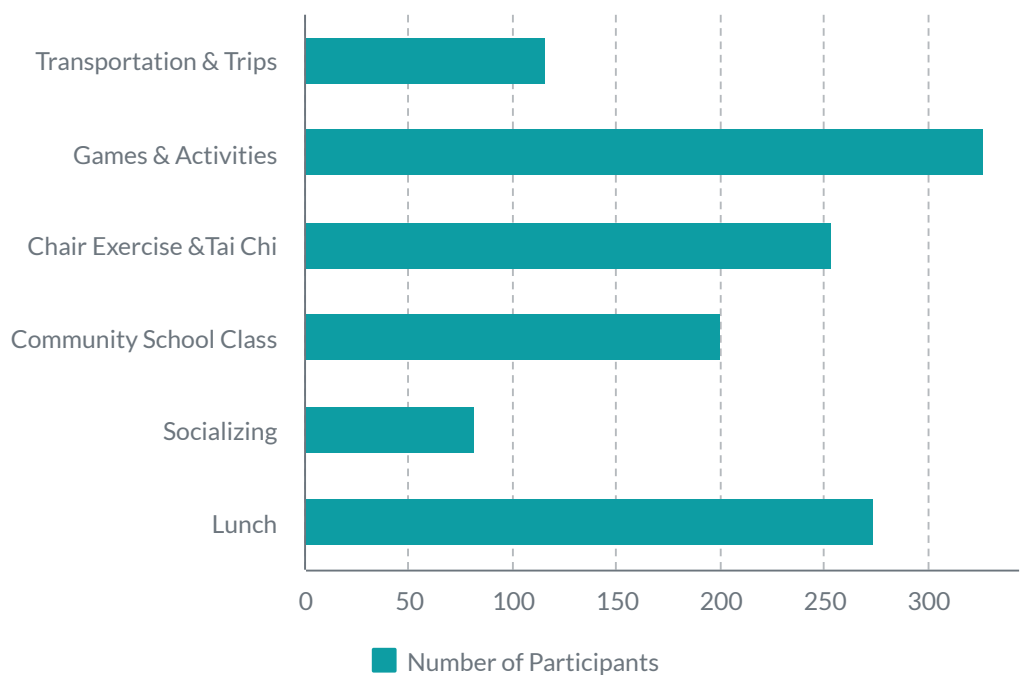
DID YOU KNOW?

Close to half of all adults 65 and older volunteer in some form. That's 15 million people helping in their communities.



We Offer Evidence Based Programs!
EBPs are research-supported programs to promote health and prevent disease and include components for behavior change and self-management. EBP participants build skills to take control of their health, from lowering the risk of falls to better managing chronic conditions, engaging in physical activity, and proactively managing mental health.

What Activities Did Participants Do At The Gladstone Community Center In The Month Of February?





Clackamas County Funded Services

- IIB Funded Client Services
- Transportation Services
- IIC Funded Nutrition Services

■ Clackamas County Social Services Site Visit-Monitoring

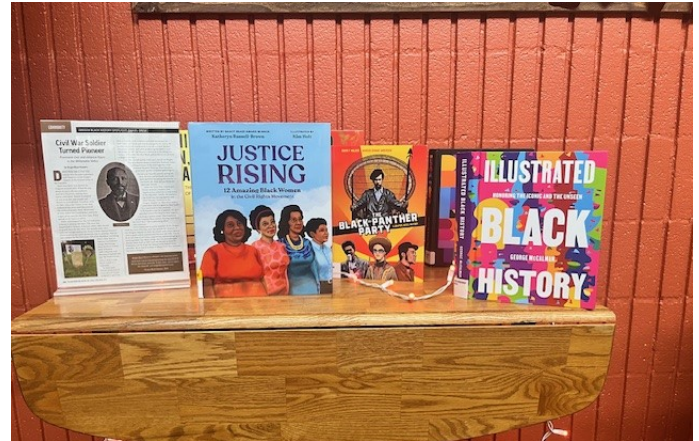
- During this month, our center was audited by Clackamas County ADRC Subrecipient Monitoring OAA. A representative from nutrition, transportation, client service, and administrative departments visited our center and met with our staff and City Administrator Betz. We discussed our policies, procedures, and funding, and the audit was found to meet Clackamas County's contract guidelines. This meeting provided valuable information and led to further discussions on upcoming contracts, financial needs, and assistance. The Gladstone Community Center is excited to receive ongoing information, assistance, and training from Clackamas County. The center strives to comply with all regulations and guidelines set forth.

PRIORITIZED PROJECTS

- The Gladstone Community Center has spent this month familiarizing themselves with the newly implemented reporting system. Named MySeniorCenter, it is a comprehensive management and reporting system designed specifically for Centers and their members. The system includes a barcode scanner, touchscreen computer, key tags, a web-based staff system, and online registration. With the help of this system, the center's operations have become more streamlined and efficient, ensuring better record keeping.



Black History Month



The Gladstone Community Center loves to celebrate significant cultural events each month. All month long we displayed an interactive education station for Black History Month. We offered books, recipes, and articles on localized black history. We also showed each day different African American history documentaries and offered a place for participants to sit and watch.

Pop Up Art Show

On February 13th we had a "Pop Up" art show presented by the Brush & Palette Art Association. Local artists displayed art while offering refreshments and spoke to participants about their art. They invited their art community to bring in 30+ new faces to The Center. The show was a well-attended event everyone enjoyed!



Revolving Art Wall

The Gladstone Community Center initiated a "revolving art wall" approximately six months ago. This has proven to be an outstanding method of introducing new members to the Community Center while simultaneously showcasing the work of various artists. Each artist is given a one-month time slot to exhibit their art, and we have already booked most of 2024.



February's Artist Jean H

Transportation

Michelle M., our transportation driver, had a busy month driving patrons to their shopping, errands, and doctor appointments. The patrons were very happy with their outing to Red Lobster and are grateful to have a ride to come to the Center to enjoy lunch, games, and social interactions with their peers!



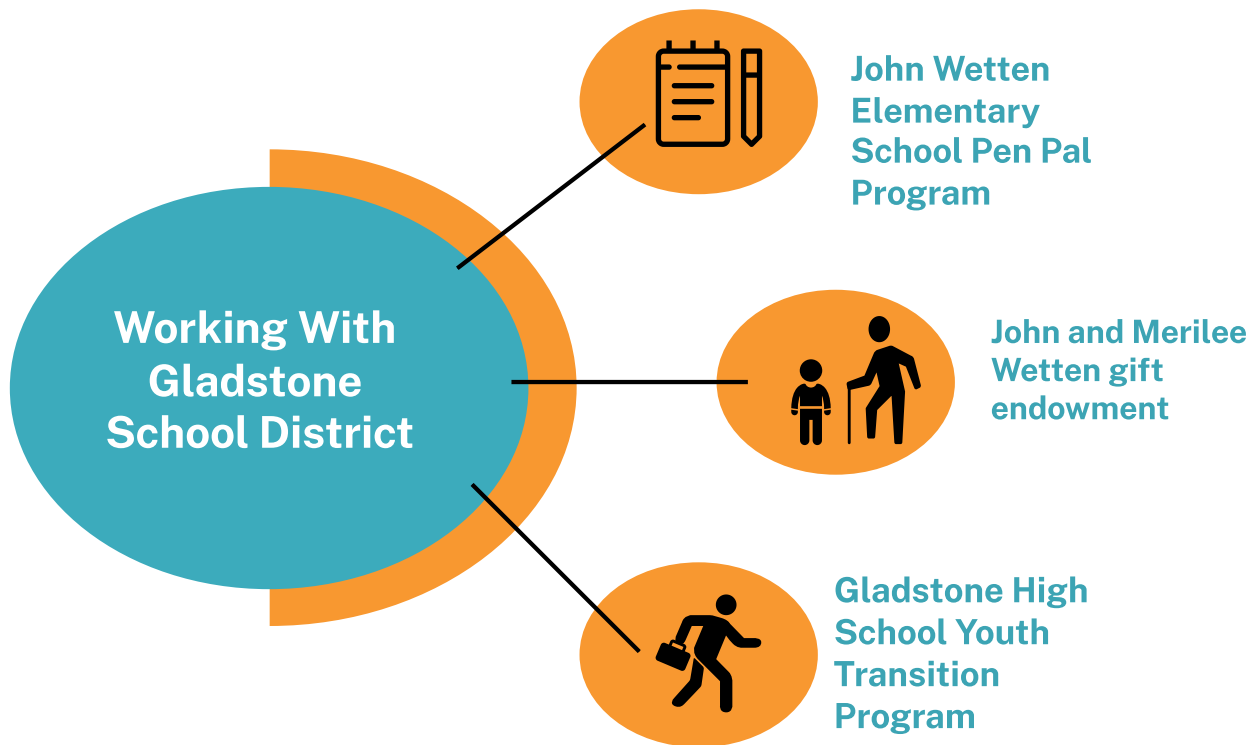
Partnerships

- We have begun the John Wetten Pen Pal Program! Every week, fourth-grade students exchange notebooks with our Home Bound Seniors and participants here at The Center.
- This month, we had a meeting with Ginger Zimtbaum, the Volunteer Coordinator of the Gladstone School District, and John McAndrews, the Principal of John Wetten Elementary. We collaborated to create an 11-week program for each 5th-grade class. The John Wetten Endowment Fund will provide up to \$100 per field trip to support a special project that the students will do with the participants during lunch. The project will involve eating lunch at The Center, and our first activity will be cookie decorating. We received a generous donation from our local Safeway, which provided us with a complete cookie-making kit. This highlights the multiple partnerships we have with our community and how various aspects of our community are invested in promoting education and multi-generational connections.



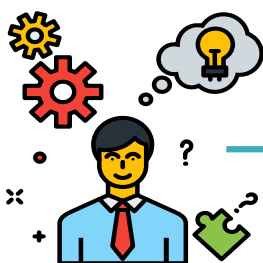
- For the Valentine's Day celebration this year, we decorated the dining hall and made special treats. We invited the Gladstone preschool children to The Center for a special "LOVE" sign-along. The children also made hearts and gave them out to the participants at the end of their show. It was a very heartfelt day.





The Youth Transition Program (YTP) assists high school students with diagnosed disabilities in preparing for competitive employment after graduation.

- The Youth Transition Program at Gladstone High School comprises of a group of young adults aged between 18 to 21 years, who receive training in job skills that are essential in real-life scenarios. We have been working with this program for the past 2 years. The participants attend the program once a week, where they learn practical job skills, such as obtaining their food handlers card, performing kitchen prep, building maintenance, and facility setup. Additionally, we provide a reference to young adults when they apply for a job, which can be added to their resumes.



Volunteers

We are incredibly grateful for the hard work and dedication of our volunteers at the Gladstone Community Center. Without their tireless efforts, we simply wouldn't be able to achieve all that we do. These community members selflessly give up their time, expertise, and energy to help us achieve our goals and make a positive impact on the community we serve. We cannot thank them enough for their contributions, and we are continuously humbled by their generosity and commitment to our cause. Their involvement and participation are vital to the success of our community, and we are proud to have such amazing individuals on our team.



Cash - Music at Lunch



Kathy & Riley Mopping



Dennis - Music at Lunch



Diane Delivering HBM



Special Projects Volunteers



Community Member Volunteers



THANK YOU

The Gladstone Community Center

1050 Portland Ave

Gladstone Oregon 97027

503-655-7701

<https://www.ci.gladstone.or.us/sc>



GLADSTONE
Oregon

City of Gladstone Staff Report

Report Date: March 5, 2024
Meeting Date: March 12, 2024
To: Gladstone City Council
From: Jacque M. Betz, City Administrator

AGENDA ITEM

Consider approval of Oregon Liquor & Cannabis Commission (OLCC) application for Gladstone's Pizza, 439 Portland Ave.

HISTORY/BACKGROUND

Shaun Feiler is the owner of Gladstone's Pizza and leasing the building located at 439 Portland Avenue. He has applied for an Oregon Liquor & Cannabis Commission (OLCC) license, which requires approval from the local governing body. Staff has reviewed the application and has no issues.

OPTIONS

The City Council may choose not to approve the license

COST IMPACT

There is no cost impact to the City.

STAFF RECOMMENDATION

Staff recommends the Council approve the application to the Oregon Liquor & Cannabis Commission (OLCC) for Gladstone's Pizza, 439 Portland Ave.

Department Head
Signature Date

 3/6/24
City Administrator
Signature Date

City of Gladstone Staff Report

Report Date: March 5, 2024
Meeting Date: March 12, 2024
To: Gladstone City Council
From: Jacque M. Betz, City Administrator

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Department Head
Signature Date

City Administrator
Signature Date

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

Gladstone's Pizza

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: Gladstone's Pizza	Name of entity or individual applicant #2: Shaun Feiler
Name of entity or individual applicant #3: Sharon Feiler	Name of entity or individual applicant #4:

BUSINESS INFORMATION		
Trade Name of the Business (name customers will see): Gladstone's Pizza		
Premises street address (The physical location of the business and where the liquor license will be posted): 439 Portland Avenue		
City: Gladstone	Zip Code: 97027	County: Clackamas
Business phone number: 971-533-1695		Business email: Gladstonespizza@gmail.com
Business mailing address (where we will send any items by mail as described in OAR 845-004-0065(1)): 439 Portland Avenue		
City: Gladstone	State: Oregon	Zip Code: 97027
Does the business address currently have an OLCC liquor license? <input type="checkbox"/> Yes <input checked="" 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 not an applicant or licensee, the Authorized Representative Form must be completed and submitted with this application.	
Application Contact Name: Shaun Feiler	
Phone number: 971-533-1695	Email:

Please note: liquor license applications are public records.

OLCC Liquor License Application (Rev. 10.25.23)

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.

Gladstone's Pizza

OLCC Liquor License Application (Rev. 10.25.23)

LIQUOR LICENSE APPLICATION

Gladstone's Pizza

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.

Shaun Feiler

Applicant name

Signature

2-29-24

Date

Sharon Feile

Applicant name

Signature

2-29-24

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.

**CLACKAMAS
FIRE DISTRICT
REPORT**



FIRE CHIEF'S REPORT

February 2024

Here for you

- Backyard burning is not allowed in the City of Gladstone. For regional awareness, the burn season opened on March 1st. Complaints should be reported to DEQ.
- A team of our firefighters have been busy raising funds for the Seattle Stair Climb on March 10th. Over 2,000 firefighters will climb the 788 feet to raise much needed funds for the Leukemia & Lymphoma Society.
- Clackamas Fire is working with its IT vendor on significant upgrades to its infrastructure to improve cybersecurity and increase system performance. These improvements will also increase redundancy to ensure emergency units are dispatched and have data communications while on incidents.
- Clackamas Fire held a promotional and swearing-in ceremony for 17 individuals. We are proud of those joining the Clackamas Fire family and those taking on greater responsibility to care for the crews and the community.

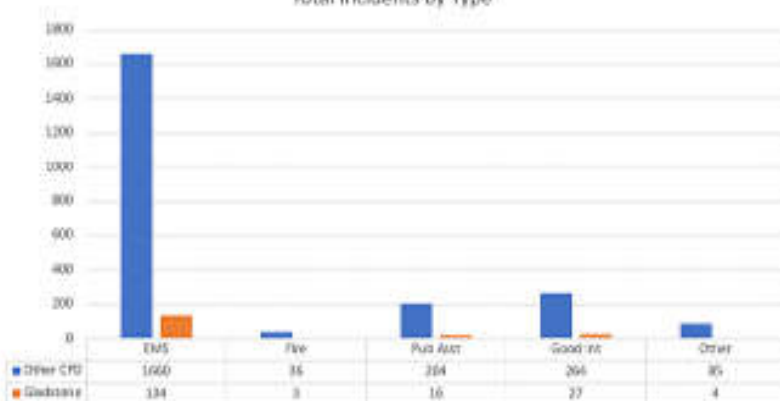


Feb. 26: CFD responded to a vehicle accident in Damascus. The vehicle was 200' down an embankment and firefighters used a rope system to safely bring the driver up to the ambulance. An off-duty Aumsville FF and OSP assisted.



Feb. 7: Your community firefighters enjoyed participating in a reading and literacy event at the Gladstone Center for Children and Families.

Gladstone Fire Report
February 2024
Total Incidents by Type



Feb. 9: Clackamas firefighters assisted Molalla firefighters to rescue a horse.

Fire Incidents in Gladstone

02/28/2024 04:50:58
F3224-0008576

LOCKED

Portland AVE
(151) - Outside rubbish, trash or waste fire

E322
D Shift

E322 dispatched to report of smoldering toilet paper roll in a port-a-potty at the high school football field. Arrived to find just that. E322 crew removed the smoldering toilet paper and stomped it out. Gladstone PD was on-scene.

02/22/2024 11:46:48
F3224-0007826

LOCKED

Se Jennings Ave
(131) - Passenger vehicle fire

E322
B Shift

E322 arrived to a car engine fire and extinguished it with the front bumper line.

02/18/2024 19:11:57
F3224-0007309

LOCKED

CLACKAMETTE
(131) - Passenger vehicle fire

E322
A Shift

No fire or hazard was present. The vehicle appeared to have been running while the driver and heat from the motor and/or exhaust had partially ignited the grass. Gladstone PD was on-scene.

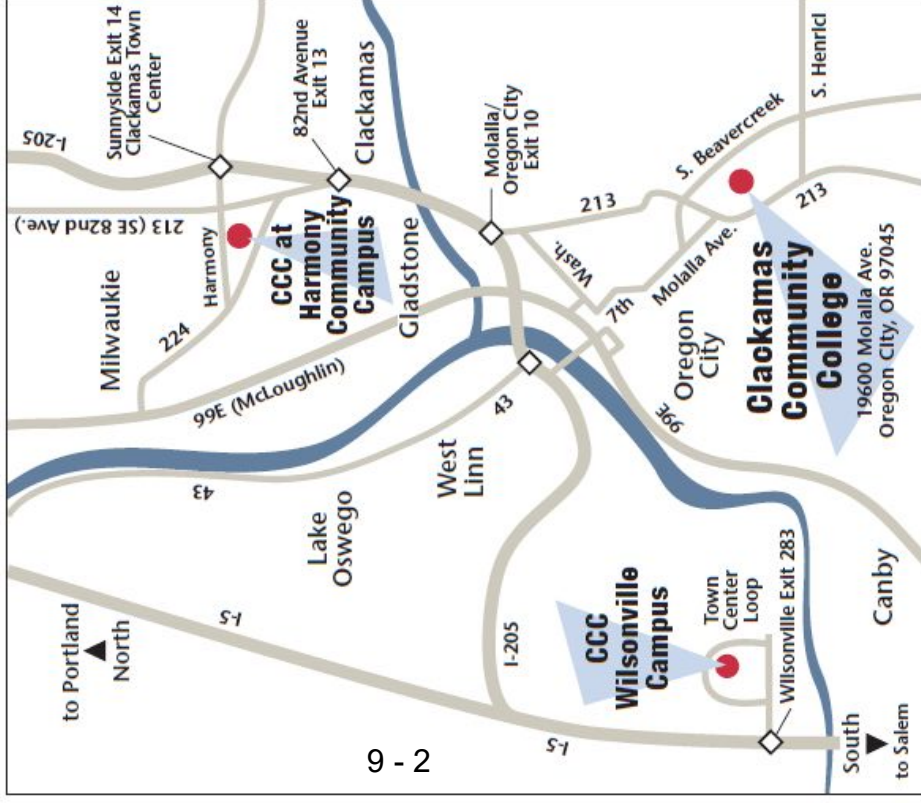
PRESENTATION

PLANTING SEEDS FOR
**STUDENT
SUCCESS**

*Clackamas Community College
Bond Proposal*



Who we are



- Founded: 1966
- Service area: Clackamas County
- Campuses: Oregon City, Wilsonville, Milwaukie
- Employees: 928
- Student population: 18,842
- Student average age: 32

Programs

- 108 career technical programs
- Two-year transfer degrees
- GED, ESOL, Adult high school
- Community education
- Business training

Our students

2022-23 BY THE NUMBERS

Student population	Type of student	Student demographics
19,857 Total	14% Academic/transfer	53.2% Known female
4,839.7 FTE	17% Career and technical	32.1% Known racial minorities
	8% General studies	15.1% Full time
	34% Community education	32 Average age - all students
	4% Dev. education	24 Average age - full-time credit seeking
	23% Other	

9 | 3

- Economic impact: CCC added \$314.7 million in income to the Clackamas County economy, a value equal to 1.2% of the county's total GRP
- Socioeconomic diversity: 15.3% are known first-generation students, 47.4% received PELL grants
- Financial aid: 2,160 students received grant or scholarship aid
- PELL grants: 1,408 students received PELL grants

What is a bond election?

Colleges can borrow funding to pay for the construction, expansion and renovation of grounds and buildings.

Voters must approve these funds through a bond election on the ballot.

CCC is looking to put a bond measure on the November 2024 ballot.

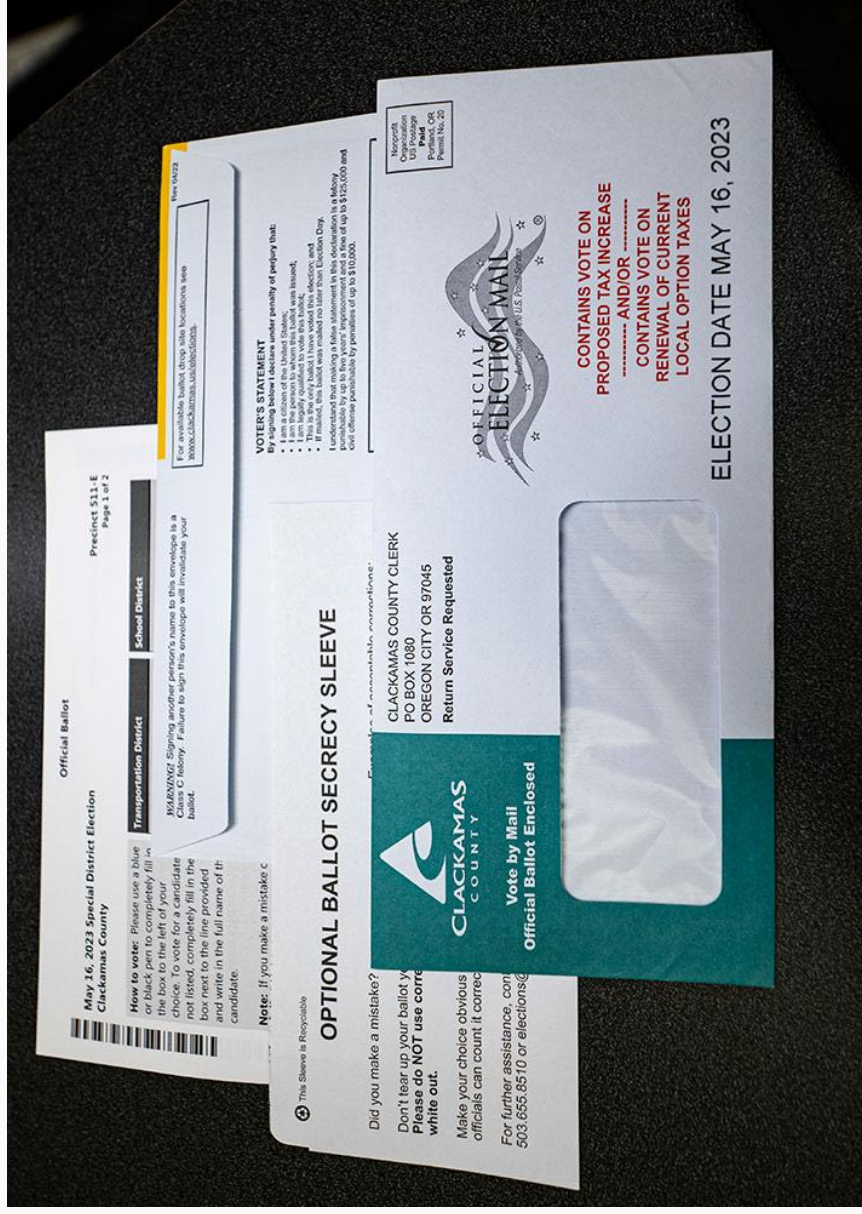


Photo credit: Clackamas County

History of community support

Bonds passed in 2000 and 2014 - Thank you!

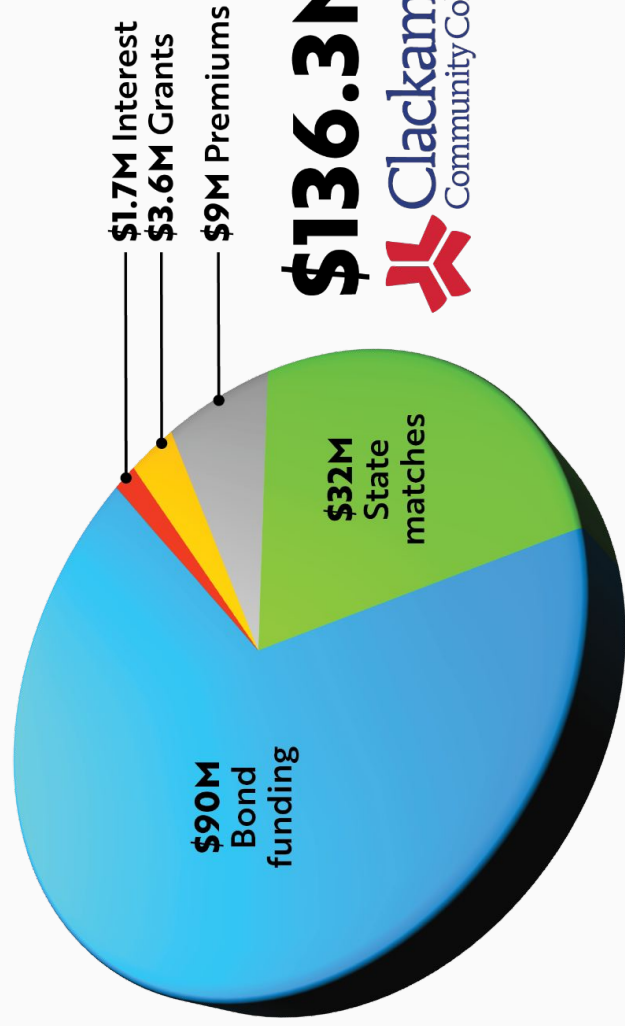


Phase I - 2014 bond completed

\$90 million bond
\$46.3 million leveraged
\$136.3 million total

Projects completed:

- New student learning spaces and buildings
- Asset maintenance
- Safety and security improvements
- Wayfinding and transportation upgrades



\$136.3M Total



Phase II - Determining the 2024 bond renewal



Identifying the Need

- Concept Master Plan
- Athletic Facilities Master Plan
- Mechanical, Electrical & Plumbing Master Plan

Total: \$335 million

Bond Development Work Group

- Staff, students & board members
- Internal survey
- External polling

Themes and projects identified

1. Prepare students for success in modern learning spaces.
2. Enhance partner and community connections.
3. Preserve and maintain assets.

Bond measure renewal amount: \$110-120 million



Prepare students for success in modern learning spaces

- Construct a center of excellence for horticulture, farming, welding, and wildland fire, partnering with the Clackamas OSU Extension Service
- Modernize learning spaces for future needs.

9-9



Photo: OSU Innovation Center

Enhance partner and community connections

- Improve access to STEM opportunities
- Create workforce partnership building on Wilsonville campus
- Upgrade athletic fields and construct a grandstand
- Complete Douglas Loop walking trail

9 - 10

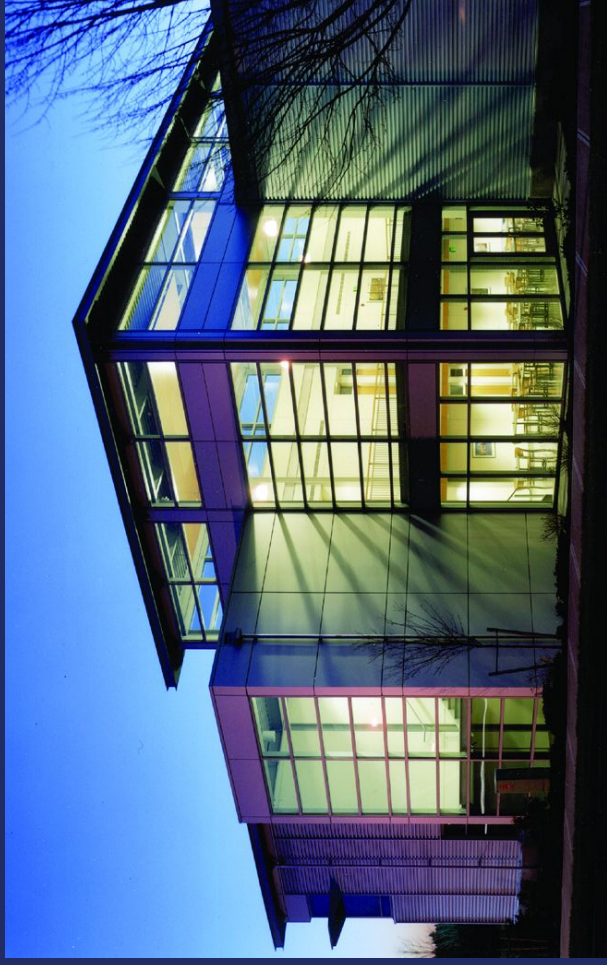


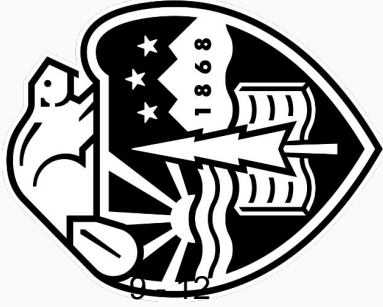
Photo: Challenger Center

Preserve and maintain assets

- Upgrade technology and computer labs
- Update, maintain and repair aging facilities
- Improve safety and security
- Increase pedestrian safety
- Increase energy efficiency
- Retire outstanding debt



Leveraging Phase II bond funding



Oregon State University
Extension Service



Federal Grants

Bond measure cost



This proposal is estimated to maintain the current tax rate.

If passed, the bond would renew the existing tax rate of 25 cents/\$1,000 of assessed value.

Feedback



**GLADSTONE
CITY
EVENT
ANNOUNCEMENTS**



March

REGULAR AGENDA

City of Gladstone Staff Report

Report Date: March 5, 2024
Meeting Date: March 12, 2024
To: Gladstone City Council
Via:
From: Jacque M. Betz, City Administrator
Hayley Kratz, City Administration
Heather Austin, 3J Consulting

AGENDA ITEM

Consider approval of Ordinance 1528 approving text amendments to Gladstone Municipal Code (GMC) Chapter 17.78 – Home Occupations, city file TXT-23-03.

History/Background

Gladstone currently requires residents who wish to operate a business within their residential property to obtain a Home Occupation Permit. The current Home Occupation Code language has been difficult to interpret and has resulted in confusion on behalf of both those applying for a permit and those reviewing and approving the permit. The current language also does not account for the changes in remote work that have become prevalent worldwide over the past several years.

Gladstone city staff from the Administration, Economic Development, Planning and Police Departments worked together to craft proposed changes to GMC Chapter 17.78. The City Council reviewed and discussed the staff-proposed code update at a Work Session on October 24, 2023.

The Planning Commission reviewed the proposed text amendment at public hearings on December 19, 2023 and February 20, 2024 and recommended approval of the proposal to the City Council. The Planning Commission Recommendation contains the findings of fact on which the Gladstone City Council may base the approval of this text amendment proposal.

Since the Planning Commission recommendation, staff realized that a “family child care home” is permitted in all residential zones by state law and should be exempt from the home occupation standards. This change has been made to the proposed language and is highlighted in yellow and has been forwarded to Planning Commission so they are aware of the proposed language change.

Options

- The City could choose to approve the proposed amendments to GMC Chapter 17.78- Home Occupations, as recommended by city staff and the Planning Commission.
- The City could choose not to approve the proposed amendments to GMC Chapter 17.78- Home Occupations.
- The City could choose to approve the proposed amendments to GMC Chapter 17.81- Home Occupations with additional amendments.

Recommendation

Staff and Planning Commission recommend approval of Ordinance 1528 approving a text amendment to GMC Chapter 17.78- Home Occupations, file TXT-23-03.

<u>Heather M Austin</u>	<u>March 5, 2024</u>	<u>Jacqueline M Betz</u>	<u>3/6/2024</u>
Department	Date	City Administrator	Date
Head Signature		Signature	

ORDINANCE 1528

AN ORDINANCE APPROVING TEXT AMENDMENTS TO UPDATE GLADSTONE MUNICIPAL CODE CHAPTER 17.78 HOME OCCUPATIONS, CITY FILE TXT-23-03

WHEREAS, chapter 17.78 of the Gladstone Municipal Code (GMC) applies to home occupations within the city limits;

WHEREAS, the city has identified a need to clarify and simplify the regulations pertaining to home occupations within the city ; and

WHEREAS the city has drafted updates to Chapter 17.78 of the Gladstone Municipal Code (Home Occupations); and

WHEREAS, the Gladstone Planning Commission conducted duly-noticed public hearings on December 19, 2023 and February 20, 2024 and considered and recommended to City Council adoption of the proposed updates to GMC Chapter 17.78; and

WHEREAS, the Gladstone City Council conducted a duly-noticed public hearing on March 12, 2024 to consider the materials in the record for File TXT-23-03, Text Amendments to update GMC 17.78; and

WHEREAS, the City desires to amend the Gladstone Municipal Code to reflect these changes.

NOW, THEREFORE, THE CITY OF GLADSTONE ORDAINS AS FOLLOWS:

Section 1. Gladstone Municipal Code Chapter 17.78 is hereby updated and reads as set forth in the attached “Exhibit A”.

Section 2. Severability. Each section of this ordinance, and any part thereof, is severable. If any part of this ordinance is held invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

Section 3. Effective Date. As provided in the Gladstone Charter, this ordinance is effective 30 days from the date of adoption.

Approved by the Gladstone City Council this _____ day of _____, 20____.

ATTEST:

Michael Milch, Mayor

Tami Bannick, City Recorder

Chapter 17.78 HOME OCCUPATIONS

Sections:

17.78.010 Purpose

17.78.020 Applicability and exemptions.

17.78.030 Prohibited home occupations.

17.78.040 Approval criteria and standards.

17.78.050 Procedure to establish and maintain a home occupation.

17.78.060 Action regarding complaints and violation of standards.

17.78.070 Violations

17.78.010 Purpose.

The purpose of this chapter is to:

(1) Permit business license-holding residents an opportunity to use their homes to engage in small-scale business ventures which could not be sustained if it were necessary to lease commercial quarters, or because the nature of the activity would make it impractical to expand to a full-scale enterprise; and

(2) Establish approval criteria and standards to ensure that a home occupation is conducted as a lawful use that is subordinate to the residential use of the property and is conducted in a manner that is not detrimental or disruptive in terms of appearance or operation to neighboring properties and residents.

17.78.020 Applicability and exemptions.

(1) A person shall not engage in a home occupation that does not comply with the provisions of this chapter. A person shall not permit a home occupation to occur on property that the person

owns or is in lawful control of if the home occupation does not comply with the provisions of this chapter.

(2) Any business operating from a residential property must obtain a home occupation and a Gladstone business license unless specifically exempted by GMC 17.78.020(3), below.

(3) Exemptions from the provisions of this chapter are:

- (a) Garage sales, yard sales, estate sales, and similar activities;
- (b) Hobbies that do not result in payment to those engaged in the activity;
- (c) Remote office workers who work for a business whose license is held outside of the City of Gladstone; and
- (d) Family child care homes.

(4) A home occupation permit and associated fee are required for each property on which a home occupation is undertaken.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990; Ord. 1356 §1, 2004

17.78.030 Prohibited home occupations.

The following uses are not allowed as a home occupation or as a business venture in, or associated with, a dwelling unit:

- (1) Any and all commercial services to automobiles, RV, Boat or the like. This may include washing and lubrication services, automobile and truck maintenance and repair, painting, body and fender work, and storage. Headquarters, office and/or administrative functions related to automobile-related businesses may be allowed as a home occupation with no automobile services conducted on the site of the home occupation.
- (2) Animal breeding and kennels as defined in 17.06.240.

17.78.040 Approval criteria and standards.

All home occupations shall comply with the following:

- (1) A home occupation may be conducted only at the primary residence of the permittee. Persons, including employees, other than members of the permittee's family who also reside in the dwelling, shall not engage in the home occupation.
- (2) Deliveries to a home occupation shall be similar to other residential deliveries within 250 feet of the property. Vehicles used for delivery and pick up may not include heavy trucks (i.e. two or more axles).
- (3) Offensive noise, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the property line resulting from the home occupation are prohibited. A home occupation is subject to the provisions of Chapter 8.04 Nuisances.
- (4) The home occupation shall be operated entirely within the dwelling unit and any conforming accessory structure. All activities must be in completely enclosed, hard-sided structures. Exterior activities, storage or display of goods, equipment or materials is prohibited. The total area that may be used in an accessory building for the home occupation, including materials and product storage, shall not exceed 800 square feet or 25 percent of the combined residence and accessory structure gross floor area, whichever is smaller. Indoor storage of materials or products shall comply with the building, fire, health, and housing codes.
- (5) A home occupation shall not require a change in the applicable building code use classification of the dwelling unit, as determined by the building official. Any accessory building that is used in the home occupation must meet the applicable building code requirements.
- (6) More than one business activity constituting two or more home occupations is allowed on one property only if the combined floor space of the business activities does not exceed 800 square feet or 25 percent of the combined gross floor area of the residence and accessory structure, whichever is smaller. Each home occupation shall apply for a separate home occupation permit, if required by this chapter, and each shall also have a separate business license.
- (7) Storage and/or distribution of toxic or flammable materials, and spray-painting or spray-finishing operations that involve toxic or flammable materials which in the judgment of the fire marshal pose a dangerous risk to the residence, its occupants, and/or surrounding properties are prohibited. The person conducting the home occupation shall make available to the fire marshal for review the Material Safety Data Sheets which pertain to all potentially toxic and/or flammable materials associated with the use.

(8) A home occupation shall not require any on-street parking other than that normally required for the residence.

(9) Customers and clients of the home occupation shall not visit the business between the hours of 8:00 p.m. and 8:00 a.m. and shall not generate excessive traffic or on-street parking.

(10) A dwelling shall not be used as a headquarters for the assembly of employees for instructions or other purposes or to be dispatched for work at other locations.

(11) The dwelling or an accessory building may not be enlarged or altered in a way that requires a building permit for the sole purpose of conducting a home occupation.

(12) The premises shall at all times be maintained as residential in appearance, cleanliness and quietness.

(13) Signs advertising the home occupation or any aspect thereof shall be affixed directly to the dwelling. The total size of all combined signage not exceed a total of one square foot in area and shall be affixed directly to the dwelling.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990; Ord. 1356, 2004

17.78.050 Procedure to establish and maintain a home occupation.

(1) A person engaging in a home occupation must use the dwelling as the person's primary residence, pay the one-time home occupation fee, comply with the provisions of this chapter, and acquire an annual business license.

(a) A home occupation permit will become invalid if the permittee applicant fails to renew the annual business license fee before the expiration period or moves from the residence.

(2) Property owners/residents located within 100 feet of the home occupation will receive notice of the home occupation application 15 days before the city issues a decision on the application.

(a) A person may submit any comments or concerns regarding the application to the City in writing, including identifying the relevant requirement(s) of this chapter.

(b) If the city determines that the application does not comply with the requirement(s) of this chapter, the business will be required to come into compliance with the standards before the home occupation will be approved.

(3) A permit for a home occupation may be revoked at any time if the requirements of this code are not being met.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131, 1990; Ord. 1356, 2004.

17.78.060 Action regarding complaints and violation of standards.

(1) A complaint may be filed by the City of Gladstone or the public. A complaint shall be filed with the City Administrator or designee. A complaint shall clearly state the objection to the home occupation, based on the criteria in this chapter.

(2) A complaint shall be reviewed by the Code Compliance Officer or designee. The City may approve the continuation of the home occupation use as it exists, revoke the home occupation permit, or compel measures to be taken to bring the home occupation into compliance with this chapter. The operator of the home occupation may appeal the decision in accordance with GMC 17.92.010.

(3) If it is determined, in exercise of reasonable discretion, the home occupation that is the subject of the complaint will negatively affect public health and/or safety, the City may order home occupation activities to cease pending exhaustion of all appeals. Violation of such an order shall be deemed a violation of this code.

17.78.070 Violations.

A violation of any standard of this chapter or any condition of approval for a home occupation is a Class "A" infraction. A separate violation occurs for each day that the violation continues.

**GLADSTONE
MUNICIPAL
CODE
CHAPTER
17.78**

HOME OCCUPATIONS

**MARKED UP
VERSION**

**Chapter 17.78
HOME OCCUPATIONS**

Sections:

17.78.010 ~~Uses allowed as home occupations. Purpose~~

17.78.020 ~~Applicability and Exemptions~~

17.78.030 ~~Type I and Type II home occupations. Prohibited Home Occupations~~

17.78.040 ~~Approval criteria and standards.~~

17.78.050 ~~Limitations on home occupations.~~

17.78.060 ~~Procedure to establish and maintain a home occupation.~~

17.78.070 ~~Action regarding complaints and violation of standards.~~

17.78.080 ~~Violations~~

17.78.010 ~~Uses allowed as home occupations. Purpose~~

The purpose of this chapter is to:

(1) Permit business license-holding residents an opportunity to use their homes to engage in small-scale business ventures which could not be sustained if it were necessary to lease commercial quarters, or because the nature of the activity would make it impractical to expand to a full-scale enterprise; and

(2) Establish approval criteria and standards to ensure that a home occupation is conducted as a lawful use that is subordinate to the residential use of the property and is conducted in a manner that is not detrimental or disruptive in terms of appearance or operation to neighboring properties and residents.

17.78.020 ~~Applicability and Exemptions~~

(1) A person shall not carry on engage in a home occupation that does not comply with the provisions of this chapter. A person shall not ~~or permit such a home occupation use to occur.~~

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on property that the person owns or is in lawful control of if the home occupation does not comply with the provisions of this chapter, ~~contrary to the provisions of this chapter.~~

(2) Any business operating from a residential property must obtain a home occupation and a Gladstone business license unless specifically exempted by GMC 17.78.020(3), below.

(23) Exemptions from the provisions of this chapter are:

(a) Garage sales, yard sales, estate sales, and similar activities;

(b) Hobbies that do not result in payment to those engaged in the activity;

(c) Remote office workers who work for a business whose license is held outside of the City of Gladstone; and

(d) Family child care homes.

(43) A home occupation permit and associated fee are required for each property on which a home occupation is undertaken.

~~In all zones, home occupations in the same lot accessory to the principal residential uses shall be permitted only in the following categories:~~

~~(1) Office for professional, personal or business services.~~

~~(2) Studio for arts, handicrafts or tutoring.~~

~~(3) Shop for limited or customer production or minor repair service.~~

~~(4) Headquarters for a craftsman or salesman.~~

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990.

17.78.016 Type I and type II home occupations.

~~(1) Except for a sign pursuant to 17.78.020 (9), a Type I home occupation may generate only incidental traffic, subject to the requirements of this chapter, and otherwise shall exhibit no evidence that a business is being conducted from the premises.~~

~~(2) Type II home occupations may generate limited traffic from customers, clients and students, subject to the requirements of this chapter.~~

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1356 §1, 2004

17.78.030 Prohibited Home Occupations

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The following uses are not allowed as a home occupation or a business venture in, or associated with, a dwelling unit:

(1) Any and all commercial services to automobiles, RV, Boat or the like. This may include washing and lubrication services, automobile and truck maintenance and repair, painting, body and fender work, and storage. Headquarters, office and/or administrative functions related to automobile-related businesses may be allowed as a home occupation with no automobile services conducted on the site of the home occupation.

Commented [CC1]: I assume this is limited to "commercial" activities? I can still wash my car in the driveway, right?

(2) Animal breeding and kennels as defined in 17.06.240.

17.78.040 Approval criteria and standards.

All home occupations shall comply with the following:

(1) A home occupation may be conducted only at the primary residence of the permittee. Persons, including employees, other than members of the permittee's family who also reside in the dwelling, shall not engage in the home occupation.

Commented [CC2]: These are intended to clarify that the home occupation must be conducted at the person's primary residence. (What is a "principle" occupant? Are there "subordinate" occupants?) The issue of accessory dwelling is deleted because it is addressed in subsection (4).

(2) Deliveries to the home occupation shall be similar to deliveries to other residences residential deliveries within 250 feet of the property in the vicinity. Vehicles used for delivery and pick up may not include heavy trucks (i.e. two or more axles).

(3) Offensive noise, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the property line resulting from the home occupation are prohibited. A home occupation is subject to the provisions of Chapter 8.04 Nuisances.

(4) The home occupation shall be operated entirely within the dwelling unit and any conforming accessory structure. All activities must be in completely enclosed, hard-sided structures. Exterior activities, storage or display of goods, equipment or materials is prohibited. The total area that may be used in an accessory building for the home occupation, including materials and product storage, shall not exceed 800 square feet or 25 percent of the combined residence and accessory structure gross floor area, whichever is smaller. Indoor storage of materials or products shall comply with the building, fire, health, and housing codes.

(5) A home occupation shall not require a change in the applicable building code use classification of the dwelling unit, as determined by the building official. Any accessory building that is used in the home occupation must meet the applicable building code requirements.;

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(6) More than one business activity constituting two or more home occupations is allowed on one property only if the combined floor space of the business activities does not exceed 800 square feet or 25 percent of the combined gross floor area of the residence and accessory structure, whichever is smaller. Each home occupation shall apply for a separate home occupation permit, if required by this chapter, and each shall also have a separate business license.

(7) Storage and/or distribution of toxic or flammable materials, and spray-painting or spray-finishing operations that involve toxic or flammable materials which in the judgment of the fire marshal pose a dangerous risk to the residence, its occupants, and/or surrounding properties are prohibited. The person conducting the home occupation shall make available to the fire marshal for review the Material Safety Data Sheets which pertain to all potentially toxic and/or flammable materials associated with the use.

(8) A home occupation shall not require any on-street parking other than that normally required for the residence. Any parking generated by patrons shall be able to be accommodated on-site.

(9) Customers and clients of the home occupation shall not visit the business between the hours of 8:00 p.m. and 8:00 a.m. and shall not generate excessive traffic or monopolize on-street parking.

17.78.020 Limitations on home occupations.

Any such home occupation shall comply with the following limitations:

~~(1) No servant, employee or any person other than a member or members of the family residing within the dwelling shall engage in a home occupation therein or within an accessory building.~~

~~(2) No dwelling shall not be used as a headquarters for the assembly of employees for instructions or other purposes or to be dispatched for work at other locations.~~

~~(3) The scale of operations shall be distinctly limited in nature and conducted primarily as a supplementary, and not principal, source of family income; or as an accommodation for handicapped or retired person; or as a starter operation for a limited period only until its size or other characteristics compel relocation to the appropriate nonresidential district.~~

~~(4) All aspects of the conduct of a home occupation shall be confined, contained and conducted within the dwelling or within a completely enclosed accessory building.~~

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~~(5) Any home occupation which causes abnormal automobile or pedestrian traffic or which is objectionable due to unsightliness or emission of odor, dust, smoke, noise, glare, heat, vibration or similar causes discernible on the outside of any building containing such home occupation shall be prohibited. Type I home occupations may generate no more than six (6) one-way trips per day, which shall be incidental to operation of the home occupation. Type II home occupations may generate no more than ten (10) one-way client and commercial trips per day, except home occupations relating to instructional services, where no more than twenty (20) one-way student trips may be permitted. As used in this chapter, "instructional services" are characterized by one or more persons leading another person or group of persons in a given course or subject of study. No more than four (4) student vehicles may be parked on the property and/or in the street right of way at any one time. No commercial motor vehicle that is subject to the state vehicle mile tax, such as long-haul trailers, as defined in ORS 804.208, may be allowed as part of a home occupation. In conformance with GMC 10.04.230 (1)(f), this standard does not preclude the parking of a truck (tractor) portion of such a commercial vehicle on private property.~~

~~(116) The dwelling or an accessory building may not be enlarged or altered in a way that requires a building permit for the sole purpose of conducting a home occupation. No significant enlargements or alterations to the dwelling or an accessory building for the sole purpose of conducting a home occupation shall be are permitted.~~

Commented [CC3]: You may want to define "significant."

~~(127) The premises shall at all times be maintained as residential in appearance, cleanliness and quietness.~~

~~(8) Dimensions, power rating or weight of such equipment and tools used in the conduct of a home occupation shall not exceed that of normal household equipment and tools.~~

~~(139) Signs advertising the home occupations or any aspect thereof shall be affixed directly to the dwelling. The total size of all combined signage not exceed a total of one square foot in area and shall be affixed directly to the dwelling.~~

~~(10) Any materials used or any item produced or repaired on the premises shall not be displayed or stored so as to be visible from the exterior of the building.~~

~~(11) Tutoring, instructional, counseling or personal services which cannot be conducted except by personal contact may be permitted as a Type II home occupation and shall be by appointment~~

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~~only between the hours of 7:00 a.m. and 10:00 p.m. and shall not be oriented toward or attract passers by.~~

~~(12) An office for a physician or dentist may be permitted as a Type II home occupation primarily for emergency cases and as an accommodation for retired or part-time practitioners and not as a principal office for the practice of the profession.~~

~~(13) Retail activity shall be limited to the mail-order type of business.~~

~~(14) Except as set forth in subsection (11) and (12) of this section, customer and client contact shall be primarily by telephone or mail and not on the premises.~~

~~(15) No more than twenty-five percent of the floor area as defined in GMC Section 17.06.195 (floor area) may be used for the operation of a home occupation including storage of equipment, materials, and completed products.~~

Statutory Reference: ORS Ch. 197 and 227
History: Ord. 1131 §2, 1990; Ord. 1356, 2004

17.78.0530 Procedure to establish and maintain a home occupation.

(1) A person engaging in a home occupation must use the dwelling as the person's primary residence, pay the one-time home occupation fee, comply with the provisions of this chapter, and acquire an annual business license.

(a) A home occupation permit will become invalid if the permittee applicant fails to renew the annual business license fee before the expiration period or moves from the residence.

(2) Property owners/residents located within 100 feet of the home occupation will receive notice of the home occupation application 15 days before the city issues a decision on the application.

(a) A person may submit any comments or concerns regarding the application to the City in writing, including identifying the relevant requirement(s) of this chapter

(b) If the city determines that the application does not comply with the requirement(s) of this chapter, the business will be required to come into compliance with the standards before the home occupation will be approved. The establishment and maintenance of a Type I or Type II home occupation is subject GMC Division VII (administrative procedures) and the requirements below.

Commented [CC4]: What is a "principle" occupant?

Commented [CC5]: The decision could be either approve or deny, not just approve.

Commented [CC6]: Legally, the ability to comment isn't limited to just people which live within 100 feet. Although most comments will probably come from those folks, the code needs to allow for the possibility that anyone may want to submit comments. Also, the comments could support the application rather than just identifying criteria it fails to meet.

Commented [CC7]: This simply states the obvious - an application that does not meet the approval criteria will be denied. That said, doesn't hurt to keep it in to eliminate any doubt. Also, these sections only regulate the home occupation permit, not the business license. A person could get business license and still be denied for the home occupation.

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~~(2) Applicants for a Type II home occupation are subject to the following requirement. Notwithstanding subsection (a) of this section, no permit for a Type II home occupation shall be issued by the City Administrator or his designee until or unless the applicant has received favorable approval, as indicated by signatures on the authorized application form of owners or contract purchasers of not less than seventy five (75%) of all property in the area bound by lines one hundred fifty feet (150') from and parallel to the boundary of lines of the lot proposed to contain each home occupation. The area of any property owned or occupied by the applicant shall be excluded in computing required percentage of approval.~~

~~(a) An applicant for a Type II home occupation who resides in an apartment complex, mobile home park or other similar multi-family housing complex, may obtain the signed approval of a resident manager in lieu of seventy five percent (75%) of the property owners within one hundred fifty feet (150') of the proposed home occupation.~~

~~(3) A permit for a home occupation may be revoked at any time if the requirements of this code are not being met.~~

~~(4) If, in the opinion of the applicant, the City Administrator or his designee has acted arbitrarily and capriciously in withholding or revoking a permit for home occupation, he may request an interpretation of the code by the Planning Commission. In such cases, the dwelling or accessory building to be devoted to a home occupation shall be open for inspection to the staff of the Planning Commission on any day between eight a.m. to ten p.m.~~

~~(5) A home occupation permit shall remain valid indefinitely, subject to payment of annual business license fee, unless a substantial increase in intensity of the permitted use occurs, which shall require application for a new permit.~~

~~(6) The city shall not issue a business license until a home occupation permit is issued by the City Administrator or designee.~~

~~(7) A violation of any standard of this chapter or any condition of approval for a home occupation is a Class "A" infraction. A separate violation occurs for each day that the violation continues.~~

Statutory Reference: ORS Ch. 197 and 227
History: Ord. 1131, 1990; Ord. 1356, 2004.

17.78.060 Action regarding complaints and violation of standards.

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Commented [CC8]: Again, this mingles the home occupation permit with the business license, which is regulated under a different part of the city code and is subject to different standards. I think it's better to maintain a clear distinction between the two and for that reason recommend deleting this section. The requirement to obtain and maintain a business license is already addressed in subsection (1).

(1) A complaint may be filed by the City of Gladstone or the public. A complaint shall be filed with the City Administrator or designee. ~~Planning Department~~ A complaint shall clearly state the objection to the home occupation, based on the criteria in this chapter.

Commented [CC9]: Is this correct? Should it be directed to a code enforcement officer?

(2) A complaint shall be reviewed by the Code Compliance Officer or designee. The City may approve the continuation of the home occupation use as it exists, revoke the home occupation permit, or compel measures to be taken to bring the home occupation into compliance with this chapter. The operator of the home occupation may appeal the decision in accordance with GMC 17.92.010.

(3) If it is determined, in exercise of reasonable discretion, the home occupation that is the subject of the complaint will negatively affect public health and/or safety, the City may order ~~the~~ home occupation activities to cease pending exhaustion of all appeals. Violation of such an order shall be deemed a violation of this code.

17.78.070 Violations.

A violation of any standard of this chapter or any condition of approval for a home occupation is a Class "A" infraction. A separate violation occurs for each day that the violation continues.

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City of Gladstone Staff Report

Report Date : February 26, 2024
Meeting Date : March 12, 2024
To : City Council
From : Darren Caniparoli, Public Works Director

AGENDA ITEM

Consider awarding a public improvement contract to SLE Inc. in the amount of \$142,613.13 to complete the Evergreen Storm Drain project.

History/Background

The Evergreen Storm Drain Project will involve the replacement of 393 feet of failed 18" storm line, the last segment of the stormwater conveyance system contributing to the Evergreen Lane stormwater outfall, which is currently severely obstructed by a large cedar tree. Additionally the project will include the installation of two maintenance access manholes and the relocation of the outfall which will provide inspection and maintenance access.

The project will provide functionality and longevity to a critical segment of the stormwater conveyance system, increase system flow capacity, improve water quality and reduce adverse effects from storm events.

COST IMPACT

The conclusion of the city's RFP process garnered eighteen proposals, the lowest bid received was from SLE, Inc., whom submitted a bid of \$114,090.50. City staff recommends adding a 25% contingency (\$28,522.63) for a total contract amount not to exceed \$142,613.13.

Proposal

Staff proposes City Council approve the award of the bid as stated in the contract. Exhibit A, is the bid results from the RFP process, Exhibit B is the proposed contract and general conditions between the City of Gladstone and SLE, Inc.

Options

- **Option 1:** Approve the award of bid and public improvement contract between the City of Gladstone and SLE, Inc., for a total contract amount not to exceed \$142,613.13 which includes a 25% contingency to complete the Evergreen Lane Storm Drain Project.
- **Option 2:** Do not approve the award of bid and public improvement contract with SLE, Inc. to complete the Evergreen Lane Storm Drain Project.

Recommended Staff Action:

Staff recommends approving the award of bid and public improvement contract between the City of Gladstone and SLE, Inc., for a total contract amount not to exceed \$142,613.13 to complete the Evergreen Lane Storm Drain Project by making the following motion.

"I move to approve a public improvement contract to SLE, Inc., in the amount not to exceed \$142,613.13 to complete the Evergreen Lane Storm Drain Project.

 3/6/24
Department Head Signature Date

 3/6/24
City Administrator Signature Date

Recommended Staff Action:

Staff recommends approving the award of bid and public improvement contract between the City of Gladstone and SLE, Inc., for a total contract amount not to exceed \$142,613.13 to complete the Evergreen Lane Storm Drain Project by making the following motion.

"I move to approve a public improvement contract to SLE, Inc., in the amount not to exceed \$142,613.13 to complete the Evergreen Lane Storm Drain Project.

Department Head Signature Date

City Administrator Signature Date

Exhibit A



City of Gladstone

Evergreen Lane Storm Drain Project

Bidding Contractor Name	Schedule of Prices
SLE, Inc.	\$114,090.50
Nylund, Inc.	\$134,550.00
Lawson Corp.	\$134,815.00
Green Mountain Excavation	\$144,205.00
Dewitt Construction	\$150,427.00
Grade Werks Excavating	\$153,815.00
Brown Contracting	\$159,680.00
Duke Excavation	\$168,027.49
Pacific Excavation	\$171,000.00
JQ Construction, Inc.	\$173,245.00
Flow Line Construction	\$175,225.00
Trench Line Excavation	\$188,393.68
Braun Construction	\$191,961.00
ATK Construction	\$192,170.16
Turney Excavating, Inc.	\$193,282.50
Lee Contractors	\$226,800.00
Jim Smith Excavating, Inc.	\$258,478.00
Lovett Services	\$340,917.42

Exhibit B



City of Gladstone PUBLIC IMPROVEMENT CONTRACT

This Public Improvement Contract (the "Contract"), is made by and between the City of Gladstone, a political subdivision of the State of Oregon, hereinafter called "City," and **SLE, Inc.**, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all City approvals have been obtained, whichever is later.

Project Name: Evergreen Lane Storm Drain

1. Contract Price, Contract Documents and Work. The Contractor, in consideration of the sum not to exceed **\$142,613.13** (the "Contract Price") which includes a 25% contingency (\$28,522.63), to be paid to

SLE, Inc.

the Contractor by City in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the City of Gladstone General Conditions for Public Improvement Contracts ("City General Conditions") and the City of Gladstone Supplemental General Conditions for Public Improvement Contracts ("City Supplemental General Conditions") referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Total Bid, as indicated in the accepted Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Information for Bidders
- Proposer's Bid Form
- First Tier Subcontractor Disclosure
- Bid Bond
- Five Year Applicable and Consecutive Experience Record
- Noncollusion Affidavit
- Employee Drug Testing Program Certification Form
- Public Improvement Contract Form
- City of Gladstone General Conditions for Public Improvement Contracts ("City General Conditions")
- City of Gladstone Supplemental General Conditions for Public Improvement Contracts ("City Supplemental General Conditions")
- Construction Performance Bond
- Construction Payment Bond
- City of Gladstone Statutorily Required Provisions for Labor & Services for Public Improvements and Public Works Subject to ORS 279C.800 to 279C.870
- Prevailing Wage Rates
- Technical Specifications
- Supplemental Technical Provisions
- Plans, Specifications and Drawings
- Detailed Scope of Work
- [Addenda]

2. Representatives.

Contractor has named **XXXXXXXXXX** as it's' Authorized Representative to act on its behalf.

The City designates **Darren Caniparoli, Public Works Director**, Gladstone Public Works, as its Authorized Representative in the administration of this Contract. The above- named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the City.

3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of City, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to City at least 30 days prior to the intended time of substitution. When replacements have been approved by City, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of City. The Contractor's project staff shall consist of the following personnel:

Project Executive: **XXXXXXXXXXXXXXXXXX** shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

Project Manager: **XXXXXXXXXXXXXXXXXX** shall be the Contractor's project manager and will participate in all meetings throughout the project term.

Job Superintendent: **XXXXXXXXXXXXXXXXXX** shall be the Contractor's on-site job superintendent throughout the project term.

4. Contract Dates.

COMMENCEMENT DATE: Shall occur following Issuance of Notice to Proceed ("NTP") but not prior to **March 13, 2024**

FINAL COMPLETION DATE: Shall occur no later than **July 19, 2024**

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

Contractor and City acknowledge that City will suffer financial loss if the Work is not completed within the times specified in this Section 4, plus any extensions that City permits in accordance with the General Conditions. The Parties also acknowledge the delays, expense and difficulties involved in proving the precise, actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as liquidated damages for delay, but not as a penalty, Contractor will pay City, or City may withhold from any sums due Contractor, **\$400.00** for each day that expires after the time specified in this Section 4 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor neglects, refuses, or fails to complete the remaining Work within the Contract Time or any extensions thereof permitted by City, Contractor will pay City, or City may withhold from any sums due Contractor, **\$400.00** for each day that expires after the time specified in this Section 4 for Final Completion until the Work is completed and ready for final payment.

5. Insurance Certificates.

In accordance with Section G.3.5 of the General Conditions, Contractor shall furnish proof of the required insurance naming City of Gladstone as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to PWoffice@ci.gladstone.or.us

6. Tax Compliance.

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with

the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle City to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to City's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. City shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

7. Confidential Information.

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to the City. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of the City ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

8. Counterparts.

This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

9. Integration.

All provisions of state law required to be part of this Contract, whether listed in the General or Supplemental Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract.

Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

In witness whereof, City of Gladstone executes this Contract and the Contractor does execute the same as of the day and year first above written.

[Type here]

Contractor DATA:

Contractor Name: **SLE, Inc.**

Contractor CCB #: 153209

Expiration Date: 10/21/2024

Metro License #: 7469 Exp: 11/1/2024

Entity Type: Corporation

Insurance: State National Ins. Expiration: Nov. 11, 2024 (need COI) W-9 Received:

Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.

SLE, Inc.

City of Gladstone

Signature

Date

Signature

Jacque M. Betz, City Administrator

Date

Name / Title Printed

CITY OF GLADSTONE

GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

INSTRUCTIONS: The attached **City of Gladstone General Conditions for Public Improvement Contracts** ("City General Conditions") apply to all designated Public Improvement contracts. Changes to the City General Conditions (including any additions, deletions or substitutions) should only be made by attaching Public Improvement Supplemental General Conditions. The text of these City General Conditions should not otherwise be altered.

TABLE OF SECTIONS

SECTION A - GENERAL PROVISIONS

- A.1 DEFINITION OF TERMS
- A.2 SCOPE OF WORK
- A.3 INTERPRETATION OF CONTRACT DOCUMENTS
- A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND PROJECT
- A.5 INDEPENDENT CONTRACTOR STATUS
- A.6 RETIREMENT SYSTEM STATUS AND TAXES
- A.7 GOVERNMENT EMPLOYMENT STATUS

SECTION B - ADMINISTRATION OF THE CONTRACT

- B.1 CITY'S ADMINISTRATION OF THE CONTRACT
- B.2 CONTRACTOR'S MEANS AND METHODS
- B.3 MATERIALS AND WORKMANSHIP
- B.4 PERMITS
- B.5 COMPLIANCE WITH GOVERNMENT REGULATIONS
- B.6 SUPERINTENDENCE
- B.7 INSPECTION
- ~~B.8 SEVERABILITY~~
- ~~B.9 ACCESS TO RECORDS~~
- ~~B.10 WAIVER~~
- B.11 SUBCONTRACTS AND ASSIGNMENT
- ~~B.12 SUCCESSORS IN INTEREST~~
- B.13 CITY'S RIGHT TO DO WORK
- B.14 OTHER CONTRACTS
- ~~B.15 GOVERNING LAW~~
- ~~B.16 LITIGATION~~
- B.17 ALLOWANCES
- B.18 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES
- B.19 SUBSTITUTIONS
- B.20 USE OF PLANS AND SPECIFICATIONS
- ~~B.21 FUNDS AVAILABLE AND AUTHORIZED~~
- ~~B.22 NO THIRD PARTY BENEFICIARIES~~

SECTION C - WAGES AND LABOR

- C.1 MINIMUM WAGES RATES ON PUBLIC WORKS
- C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS, ADDITIONAL RETAINAGE
- C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS
- C.4 PAYMENT FOR MEDICAL CARE
- C.5 HOURS OF LABOR

SECTION D - CHANGES IN THE WORK

- D.1 CHANGES IN THE WORK
- D.2 DELAYS
- D.3 CLAIMS REVIEW PROCESS

SECTION E - PAYMENTS

- E.1 SCHEDULE OF VALUES
- E.2 APPLICATIONS FOR PAYMENT

- E.3 PAYROLL CERTIFICATION REQUIREMENT
- E.4 DUAL PAYMENT SOURCES
- E.5 RETAINAGE
- E.6 FINAL PAYMENT

SECTION F - PROJECT SITE CONDITIONS

- F.1 USE OF PREMISES
- F.2 PROTECTION OF WORKERS, PROPERTY, AND THE PUBLIC
- F.3 CUTTING AND PATCHING
- F.4 CLEANING UP
- F.5 ENVIRONMENTAL CONTAMINATION
- F.6 ENVIRONMENTAL CLEAN-UP

SECTION G - INDEMNITY, BONDING AND INSURANCE

- G.1 RESPONSIBILITY FOR DAMAGES/INDEMNITY
- G.2 PERFORMANCE AND PAYMENT SECURITY, PUBLIC WORKS BOND
- G.3 INSURANCE

SECTION H - SCHEDULE OF WORK

- H.1 CONTRACT PERIOD
- H.2 SCHEDULE
- H.3 PARTIAL OCCUPANCY OR USE

SECTION I - CORRECTION OF WORK

- I.1 CORRECTIONS OF WORK BEFORE FINAL PAYMENT
- I.2 WARRANTY WORK

SECTION J - SUSPENSION AND/OR TERMINATION OF THE WORK

- J.1 CITY'S RIGHT TO SUSPEND THE WORK
- J.2 CONTRACTOR'S RESPONSIBILITIES
- J.3 COMPENSATION FOR SUSPENSION
- J.4 CITY'S RIGHT TO TERMINATE CONTRACT
- J.5 TERMINATION FOR CONVENIENCE, NON-APPROPRIATION OF FUNDS, OR FORCE MAJEURE
- J.6 ACTION UPON TERMINATION

SECTION K - CONTRACT CLOSE-OUT

- K.1 RECORD DOCUMENTS
- K.2 OPERATION AND MAINTENANCE MANUALS
- K.3 COMPLETION NOTICES
- K.4 TRAINING
- K.5 EXTRA MATERIALS
- K.6 ENVIRONMENTAL CLEAN-UP
- K.7 CERTIFICATE OF OCCUPANCY
- K.8 OTHER CONTRACTOR RESPONSIBILITIES
- K.9 SURVIVAL

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SECTION L – GENERAL PROVISIONS

- L.1 NO THIRD PARTY BENEFICIARIES
- L.2 SEVERABILITY
- L.3 ACCESS TO RECORDS
- L.4 WAIVER
- L.5 SUCCESSORS IN INTEREST
- L.6 GOVERNING LAW
- L.7 APPLICABLE LAW
- L.8 NON-EXCLUSIVE RIGHTS AND REMEDIES
- L.9 INTERPRETATION
- L.10 LITIGATION

**CITY OF GLADSTONE GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS
("City General Conditions")**

**SECTION A
GENERAL PROVISIONS**

A.1 DEFINITION OF TERMS

In the Contract Documents the following terms shall be as defined below:

APPLICABLE LAWS, means all federal, state and local laws, codes, rules, regulations and ordinances, as amended applicable to the Work, to the Contract, or to the parties individually.

ARCHITECT/ENGINEER, means the Person appointed by the City to make drawings and specifications and, to provide contract administration of the Work contemplated by the Contract to the extent provided herein or by supplemental instruction of City (under which City may delegate responsibilities to the Architect/Engineer), in accordance with ORS Chapter 671 (Architects) or ORS Chapter 672 (Engineers) and administrative rules adopted thereunder.

AVOIDABLE DELAYS, mean any delays other than Unavoidable Delays, and include delays that otherwise would be considered Unavoidable Delays but that: (a) Could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors; (b) Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract Time; (c) Do not impact activities on the accepted critical path schedule; and (d) Are associated with the reasonable interference of other contractors employed by the City that do not necessarily prevent the completion of the whole Work within the Contract Time.

BIDDER, means a bidder in connection with Instructions to Bidders or a proposer in connection with a Request for Proposals, or Solicitation Document. May also be referenced as "Offeror," "Quoter" or "Proposer" based on the type of Solicitation Document.

CHANGE ORDER, means a written order which, when fully executed by the Parties to the Contract, constitutes a change to the Contract Documents. Change Orders shall be issued in accordance with the changes provisions in Section D and, if applicable, establish a Contract Price or Contract Time adjustment. A Change Order shall not be effective until executed by both parties.

CITY, means City of Gladstone or any component unit thereof. However, nothing in these City General Conditions is intended to abrogate the separate design professional responsibilities of Architects under ORS Chapter 671 or of Engineers under ORS Chapter 672.

CLAIM, means a demand by Contractor pursuant to Section D.3 for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in these City General Conditions.

CONTRACT, means the written agreement between the City and the Contractor comprised of the Contract Documents which describe the Work to be done and the obligations between the parties.

CONTRACT DOCUMENTS, means the Contract, City General Conditions, Supplemental General Conditions if any, Plans, Specifications, the accepted Offer, Solicitation Document and addenda thereto, Instructions to Offerors, and Supplemental Instructions to Offerors.

CONTRACT PERIOD, as set forth in the Contract Documents, means the total period of time beginning with the full execution of a Contract and, if applicable, the issuance of a Notice to Proceed and concluding upon Final Completion.

CONTRACT PRICE, means the total price reflected in the Contract.

CONTRACT TIME, means any incremental period of time allowed under the Contract to complete any portion of the Work as reflected in the Project schedule.

CONTRACTOR, means the Person awarded the Contract for the Work contemplated.

DAYS, are calendar days, including weekdays, weekends and holidays, unless otherwise specified.

DEFECTIVE WORK, means Work that is not completed in accordance with the Specifications or the requirements of the Contract.

DIRECT COSTS, means, unless otherwise provided in the Contract Documents: the cost of materials, including sales tax and the cost of delivery; cost of labor which shall only include the applicable prevailing wage and fringe benefit (if applicable, and if paid to or on behalf of the employee) rate plus a maximum of a twelve percent (12%) markup on the prevailing wage (but not the fringe benefit) to cover Contractor's labor burden including but not limited to social security, Medicare, unemployment insurance, workers' compensation insurance, sick leave pay; substantiated Project cost increases for specific insurance (including, without limitation, Builder's Risk Insurance and Builder's Risk Installation Floater) or bond premiums; rental cost of equipment, and machinery required for execution of the Work; and the additional costs of field personnel directly attributable to the Work; travel expense reimbursement only if specifically authorized and only to the extent allowable under the City Contractor Travel Reimbursement Policy, hereby incorporated by reference.

FINAL COMPLETION, means the final completion of all requirements under the Contract, including Contract Closeout as described in Section K but excluding Warranty Work as described in Section I.2, and the final payment and release of all retainage, if any.

FORCE MAJEURE, means an act, event or occurrence caused by fire, riot, war, acts of God, terrorism, nature, sovereign, or public enemy, strikes, freight embargoes or any

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other act, event or occurrence that is beyond the control of the party to the Contract who is asserting Force Majeure.

NOTICE TO PROCEED, means the official written notice from the City stating that the Contractor is to proceed with the Work defined in the Contract Documents.

OFFER, means a bid in connection with Instructions to Bidders or a proposal in connection with a Request for Proposals, or Solicitation Document to do the work stated in the Solicitation Document at the price quoted. May also be referenced as "Bid," "Quote," or "Proposal" based on the type of Solicitation Document.

OVERHEAD, means those items which may be included in the Contractor's markup (general and administrative expense and profit) and that shall not be charged as Direct Cost of the Work, including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman (i.e., superintendents and project managers), labor rates and fringe benefits above the applicable prevailing wage and fringe benefit (if applicable, and if paid to or on behalf of the employee), Contractor's labor burden for fringe benefit if paid to the employee, expenses of Contractor's offices and supplies at the Project Site (e.g. job trailer) and at Contractor's principal place of business and including expenses of personnel staffing the Project Site office and Contractor's principal place of business, and Commercial General Liability Insurance and Automobile Liability Insurance.

OWNER, means the City of Gladstone or any component unit thereof. Owner may elect, by written notice to Contractor, to delegate certain duties to more than one agent, including without limitation, to an Architect/Engineer. However, nothing in these City General Conditions is intended to abrogate the separate design professional responsibilities of Architects under ORS Chapter 671 or of Engineers under ORS Chapter 672.

PERSON, means a natural person or entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, a nonprofit, a trust, or any other entity possessing the legal capacity to contract.

PLANS, means the drawings which show the location, type, dimensions, and details of the Work to be done under the Contract.

PRODUCT DATA, means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

PROJECT, means the total undertaking to be accomplished for City by architects/engineers, contractors, and other others, including planning, study, design, construction, testing, commissioning, start-up, of which the Work to be performed under the Contract Documents is a part.

PROJECT SITE, means the specific real property on which the Work is to be performed, including designated contiguous staging areas, that is identified in the Plans, Specifications and Drawings.

PUNCH LIST, means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of the Contract.

RECORD DOCUMENT, means the as-built Plans, Specifications, testing and inspection records, product data, samples, manufacturer and distributor/supplier warranties evidencing transfer of ownership to City, operational and maintenance manuals, shop drawings, correspondence, certificate(s) of occupancy, and other documents listed in Subsection B.9.1 of these City General Conditions, recording all Services performed.

SAMPLES, means physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SHOP DRAWINGS, means drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any sub-subcontractor), manufacturer, supplier, or distributor to illustrate some portion of the Work.

SOLICITATION DOCUMENT, means an Invitation to Bid, Request for Proposals, Request for Quotes, or other written document issued by City that outlines the required Specifications necessary to submit an Offer.

SPECIFICATION, means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item included in the Solicitation Document. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the Work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

SUBCONTRACTOR, means a Person having a direct contract with the Contractor, or another Subcontractor of any tier, to perform one or more items of the Work.

SUBSTANTIAL COMPLETION, means the date when the City accepts in writing the construction, alteration or repair constituting the Work or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. Substantial Completion of facilities with operating systems occurs only after thirty (30) continuous Days of successful, trouble-free operation of the operating systems as provided in Section K.3.2.

SUBSTITUTIONS, means items that in function, performance, reliability, quality, and general configuration are the same or better than the product(s) specified. Substitutions also means the performance of the Work by a labor force other than what is submitted in the Offer.

SUPPLEMENTAL GENERAL CONDITIONS, means those conditions that remove from, add to, or modify these City General Conditions. Public Improvement Supplemental General Conditions may be included in the Solicitation Document or may be a separate attachment to the Contract.

UNAVOIDABLE DELAYS, mean delays other than Avoidable Delays that are: (a) to the extent caused by any actions of the City, or any other employee or agent of the City, or by a separate contractor employed by the City; (b) to the extent caused by any Project Site conditions which differ materially from the conditions that would normally be expected to exist and inherent to the construction activities defined in the Contract Documents; or (c) to the extent caused by Force Majeure acts, or events or occurrences.

WORK, means the furnishing of all materials, equipment, labor, transportation, services, incidentals, those permits and regulatory approvals not provided by the City necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents for the

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Project.

A.2 SCOPE OF WORK

The Work contemplated under the Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all work in connection with the Project described in the Contract Documents. The Contractor shall perform all Work necessary so that the Project can be legally occupied and fully used for the intended use as set forth in the Contract Documents.

A.3 INTERPRETATION OF CONTRACT DOCUMENTS

- A.3.1 Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following descending order of precedence:
- (a) The Contract and any amendments thereto, including Change Orders, with those of later date having precedence over those of an earlier date;
 - (b) The Supplemental General Conditions;
 - (c) City General Conditions;
 - (d) Plans and Specifications;
 - (e) The Solicitation Document, and any addenda thereto.
- A.3.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the City's interpretation in writing as determined in City's sole discretion.
- A.3.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the City. Matters concerning and interpretation of requirements of the Contract Documents will be decided by the City in the City's sole discretion, who may delegate that duty in some instances to the Architect/Engineer. Responses to Contractor's requests for interpretation of Contract Documents will be made in writing by City (or the Architect/Engineer) within any time limits agreed upon or otherwise with reasonable promptness. Contractor shall not proceed without direction in writing from the City (or Architect/Engineer).
- A.3.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations in effect in the jurisdiction where the Project Site is located on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND PROJECT SITE

- A.4.1 It is understood that the Contractor, before submitting an Offer, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The City will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the City, or with the Architect/Engineer either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. Contractor shall at all times be responsible for all utility locates regardless of the ownership of such utility infrastructure or service.
- A.4.2 Should the Plans or Specifications fail to particularly describe the materials, kind of goods, or details of construction of any aspect of the Work, Contractor shall have the duty to make inquiry of the City and Architect/Engineer as to what is required prior to performance of the Work. Absent Specifications to the contrary, the materials or processes that would normally be used to produce first quality finished Work shall be considered a part of the Contract requirements.
- A.4.3 Any design errors or omissions noted by the Contractor shall be reported promptly to the City, including without limitation, any nonconformity with Applicable Laws.
- A.4.4 If the Contractor believes that adjustments to cost or Contract Time are involved because of clarifications or instructions issued by the City (or Architect/Engineer) in response to the Contractor's notices or requests for information, the Contractor must submit a written request to the City, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt by Contractor of the clarifications or instructions issued. If the City denies Contractor's request for additional compensation, additional Contract Time, or other relief that Contractor believes results from the clarifications or instructions, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process. If the Contractor fails to perform the obligations of Sections A.4.1 to A.4.3, the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations.
- A.4.5 If the Contractor believes that adjustments to cost or Contract Time are involved because of an Unavoidable Delay caused by differing Project Site conditions, the Contractor shall notify the City immediately of differing Project Site conditions before the area has been disturbed. The City will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If Contractor and the City agrees that a differing Project Site condition exists, any adjustment to compensation or Contract Time will be determined based on the process set forth in Section D.2.2 for adjustments to or deletions from Work. If the City disagrees that a differing Project Site condition exists and denies Contractor's request for additional compensation or Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

A.5 INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under the Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of the City as those terms are used in ORS 30.265.

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A.6 RETIREMENT SYSTEM STATUS AND TAXES

Contractor represents and warrants that it is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under the Contract. Contractor will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual. Unless the Contractor is subject to backup withholding, City will not withhold from such payments any amount(s) to cover Contractor's federal or state tax obligations.

A.7 GOVERNMENT EMPLOYMENT STATUS

A.7.1 If this payment is to be charged against federal funds, Contractor represents and warrants that it is not currently employed by the Federal Government. This does not preclude the Contractor from holding another contract with the Federal Government.

SECTION B ADMINISTRATION OF THE CONTRACT

B.1 CITY'S ADMINISTRATION OF THE CONTRACT

- B.1.1 The City shall administer the Contract as described in the Contract Documents throughout the term of the Contract, including the one- year period for correction of Work. The City will act as provided in the Contract Documents, unless modified in writing in accordance with other provisions of the Contract. In performing these tasks, the City may rely on the Architect/Engineer or other agents to perform some or all of these tasks.
- B.1.2 The City may visit the Project Site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the City informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the City against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The City will not make exhaustive or continuous on-Project Site inspections to check the quality or quantity of the Work. Unless otherwise required in a Change Order, the City will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.
- B.1.3 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the City and Contractor shall communicate with each other within a reasonable time frame about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the City.
- B.1.4 Based upon the Architect/Engineer's evaluations of the Contractor's Application for Payment, or unless otherwise stipulated by the City, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

B.2 CONTRACTOR'S MEANS AND METHODS; MITIGATION OF IMPACTS

- B.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the Project Site safety thereof and, except as stated below, shall be fully and solely responsible for the Project Site safety of such means, methods, techniques, sequences or procedures.
- B.2.2 The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the Project, including those caused by authorized changes, which may affect cost, schedule, or quality.
- B.2.3 The Contractor is responsible for the actions of all its personnel, laborers, suppliers, agents, and Subcontractors on the Project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

B.3 MATERIALS AND WORKMANSHIP

- B.3.1 The intent of the Contract Documents is to provide for the construction and completion of every detail of the Work described. All Work shall be performed in a professional manner and, unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.
- B.3.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's sole expense and within a reasonable timeframe.
- B.3.3 Work done and materials furnished may be subject to inspection and/or observation and testing by the City to determine if they conform to the Contract Documents. Inspection of the Work by the City does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.
- B.3.4 Contractor shall furnish adequate facilities, as required, for the City to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms.
Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.
- B.3.5 The Contractor shall furnish Samples of materials for testing by the City and include the cost of the Samples in the Contract Price.

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B.4 PERMITS

Contractor shall obtain and pay for all necessary permits, licenses and fees, except for those specifically excluded in the Supplemental General Conditions, as required for the project. Contractor shall be responsible for all violations of the law. Contractor shall give all requisite notices to public authorities.

B.5 COMPLIANCE WITH GOVERNMENT REGULATIONS

- B.5.1 Contractor shall comply with Applicable Laws, as amended pertaining to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following, as applicable and as may be amended from time to time:
- (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended; (vi) all regulations and administrative rules established pursuant to any applicable laws; and (vii) all other applicable requirements of federal, state, county or other local government entity statutes, rules and regulations.
- B.5.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, and
- (a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as that term is defined in ORS 408.225, in the awarding of subcontracts.
 - (b) Contractor shall maintain, in current and valid form, all licenses and certificates required by Applicable Laws or the Contract when performing the Work.
- B.5.3 Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.021 at the time they submit their bids to the Contractor.
- B.5.4 Contractor shall certify that each landscape contracting business, as defined in ORS 671.520(2), performing Work under the Contract holds a valid landscape construction professional license issued pursuant to ORS 671.560.
- B.5.5 The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (877) 668-4001.
- B.5.6 Failure to comply with any or all of the requirements of B.5.1 through B.5.5 shall be a material breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

B.6 SUPERINTENDENCE

Contractor shall keep on the Project Site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the City and who shall represent the Contractor on the Project Site. Directions given to the superintendent by the City shall be confirmed in writing to the Contractor.

B.7 INSPECTION

- B.7.1 City shall have access to the Work at all times.
- B.7.2 Inspection of the Work will be made by the City at its discretion. The City will have authority to reject Work that does not conform to the Contract Documents in the City's sole discretion. Any Work found to be not in conformance with the Contract Documents, in the discretion of the City, shall be removed and replaced at the Contractor's expense.
- B.7.3 Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by Applicable Laws or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the City, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the City timely notice of when and where tests and inspections are to be made so that the City may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the City.
- B.7.4 As required by the Contract Documents, Work done or material used without required inspection or testing and/or without providing timely notice to the City may be ordered removed at the Contractor's expense.
- B.7.5 If directed to do so by City or other permitting authority any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without required testing or inspection or sufficient notice to the City, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the City, the uncovering and restoration will be paid for pursuant to a Change Order.
- B.7.6 If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the City's and Architect/Engineer's services and expenses, shall be at the Contractor's expense.
- B.7.7 In City's sole discretion, it may authorize other interested parties to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the City.

B.11 SUBCONTRACTS AND ASSIGNMENT

- B.11.1 Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these General Conditions and Supplemental General Conditions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the City thereunder, unless (1) the same are clearly inapplicable to the subcontract at issue because of legal requirements or industry practices, or (2) specific exceptions are requested by Contractor and approved in writing by City. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with sub- subcontractors at any level.
- B.11.2 At City's request, Contractor shall submit to City prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If City disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to City's satisfaction. City's review, comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.
- B.11.3 Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under the Contract, in whole or in part, without the prior written approval of the City. No such written approval shall relieve Contractor of any obligations of the Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

B.13 CITY'S RIGHT TO DO WORK

City reserves the right to perform other or additional work at or near the Project Site with other agents than those of the Contractor. If such work takes place within or next to the Project Site, Contractor shall coordinate work with the other contractors or agents, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all agents involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The City will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the City will establish work priority (including the Work) in the City's sole discretion.

B.14 OTHER CONTRACTS

In all cases and at any time, the City has the right to execute other contracts related to or unrelated to the Work of the Contract. The Contractor of the Contract shall fully cooperate with any and all other contractors without additional cost to the City in the manner described in Section B.13.

B.17 ALLOWANCES

- B.17.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct.
- B.17.2 Unless otherwise provided in the Contract Documents:
 - (a) when finally reconciled, allowances shall cover the cost of the Contractor's materials and equipment delivered at the Project Site and all required taxes, less applicable trade discounts;
 - (b) Contractor's costs for unloading and handling at the Project Site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
 - (c) Whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (i) the difference between actual costs and the allowances under Section B.17.2(a) and (ii) changes in Contractor's costs under Section B.17.2(b);
 - (d) Unless City requests otherwise, Contractor shall provide to City a proposed fixed price for any allowance work prior to its performance.

B.18 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- B.18.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of City if approval authority has not been delegated to the Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals. City reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples.
- B.18.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Architect/Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.
- B.18.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect/Engineer without action.
- B.18.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.
- B.18.5 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (i) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) a Change Order has been executed by City authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.
- B.18.6 In the event that City elects not to have the obligations and duties described under this Section B.18 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by City on the Project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the City.

B.19 SUBSTITUTIONS

The Contractor may make Substitutions only with the written consent of the City, after evaluation by the City and only in accordance with a Change Order. Substitutions shall be subject to the requirements of the Solicitation Document. By making requests for Substitutions, the Contractor represents that the Contractor has personally investigated the proposed substitute product; represents that the Contractor will provide the same warranty for the Substitution that the Contractor would for the product originally specified unless approved otherwise; certifies that the cost data presented is complete and includes all related costs under the Contract including redesign costs, and waives all claims for additional costs related to the Substitution which subsequently become apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

B.20 USE OF PLANS AND SPECIFICATIONS

Plans, Specifications and related Contract Documents furnished to Contractor by City or City's Architect/Engineer shall be used solely for the performance of the Work under the Contract. Contractor and its Subcontractors and suppliers are authorized to use and reproduce applicable portions of such documents appropriate to the execution of the Work, but shall not claim any ownership or other interest in them beyond the scope of the Contract, and no such interest shall attach. Unless otherwise indicated, all common law, statutory and other reserved rights, in addition to copyrights, are retained by City.

**SECTION C
WAGES AND LABOR**

C.1 PREVAILING WAGE RATES ON PUBLIC WORKS

Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Pursuant to ORS 279C.830(1)(d), Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts. If the Work is subject to both the state prevailing wage rate law and the federal Davis- Bacon Act, Contractor shall pay the higher of the applicable state or federal prevailing rate of wage. Contractor shall provide written notice to all workers of the number of hours per day and days per week such workers may be required to work.

C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS

- C.2.1 In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the City on the form prescribed by the Commissioner of the Bureau of Labor and Industries ("BOLI"), certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the Project and further certifying that no worker employed on the Project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read the certified statement, that the Contractor or Subcontractor knows the contents of the certified statement, and, that to the Contractor's or Subcontractor's best knowledge and belief, the certified statement is true. The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the Project shall be submitted once a month, by the fifth (5th) business day of the following month. The Contractor and Subcontractors shall preserve the certified statements for a period of ten (10) years from the date of completion of the Contract.
- C.2.2 Pursuant to ORS 279C.845(7), the City shall retain 25 percent of any amount earned by the Contractor on the Project until the Contractor has filed the certified statements required by section C.2.1. The City shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.
- C.2.3 Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this Project until the first-tier Subcontractor has filed with the City the certified statements required by C.2.1. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement. Within 14 days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.
- C.2.4 In accordance with statutory requirements and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by City to the Commissioner.

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

- C.3.1 As a condition to City's performance hereunder, the Contractor shall:
 - C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in the Contract.
 - C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund or successor program from such Contractor or Subcontractor incurred in the performance of the Contract.
 - C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against City, or assign any sums due by City, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the City.
 - C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- C.3.2 As a condition to City's performance hereunder, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with the Project as such claim becomes due, the proper officer(s) representing the City may pay the claim and charge the amount of the payment against funds due or to become due the Contractor under the Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.
- C.3.3 Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) Days out of such amounts as are paid to the Contractor by the City under such contract.
- C.3.4 All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

C.4 PAYMENT FOR MEDICAL CARE

As a condition to City's performance hereunder, Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums of which the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

C.5 HOURS OF LABOR

As a condition to City's performance hereunder, no person shall be employed to perform Work under the Contract for more than ten (10) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

- (a) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive Days, Monday through Friday; or

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- (b) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive Days, Monday through Friday; and
- (c) For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

This Section C.5 will not apply to Contractor's Work under the Contract to the extent Contractor is currently a party to a collective bargaining agreement with any labor organization.

This Section C.5 shall not excuse Contractor from completion of the Work within the time required under the Contract.

**SECTION D
CHANGES IN THE WORK**

D.1 CHANGES IN WORK

D.1.1 The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written agreement and then only after any necessary approvals have been obtained. A Change Order is required to modify the Contract, which shall not be effective until its execution by the parties to the Contract and all approvals required by public contracting laws have been obtained.

D.1.2 It is mutually agreed that changes in Plans, quantities, or details of construction may be necessary or desirable during the course of construction. Within the general scope of the Contract, the City may at any time, without notice to the sureties and without impairing the Contract, require changes it deems necessary or desirable within the scope of this Project and consistent with this Section D.1. All changes to the Work shall be documented and Change Orders shall be executed under the conditions of the Contract Documents. Such changes may include, but are not limited to:

- (a) Modification of specifications and design.
- (b) Increases or decreases in quantities.
- (c) Increases or decreases to the amount of Work.
- (d) Addition or elimination of any Work item.
- (e) Change in the duration of the Project.
- (f) Acceleration or delay in performance of Work.
- (g) Deductive changes.

Deductive changes are those that reduce the scope of the Work, and shall be made by mutual agreement whenever feasible. In cases of suspension or partial termination under Section J, City reserves the right to unilaterally impose a deductive change and to self-perform such Work, for which the provisions of Section B.13 (City's Right to Do Work) shall then apply. Adjustments in compensation shall be made under Section D.1.3, in which costs for deductive changes shall be based upon a Direct Costs adjustment together with the related percentage markup specified for profit, Overhead and other indirect costs, unless otherwise agreed to by City.

D.1.3 The City and Contractor agree that adjustments to or deletions from the Work shall be administered and compensated according to the following:

- (a) **Unit Pricing:** Unit pricing may be utilized at the City's option when unit prices or solicitation alternates were provided that established the cost for adjustments to Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the adjustment to Work.
- (b) **Fixed Fee:** If the City elects not to utilize unit pricing, or in the event that unit pricing is not available or appropriate, fixed pricing may be used for adjustments to or deletions from the Work. In fixed pricing, the basis of payments or total price shall be agreed upon in writing between the parties to the Contract, and shall be established before the Work is done whenever feasible. Notwithstanding the foregoing, the mark-ups set forth in Section D.1.3(c) shall be utilized in establishing fixed pricing, and such mark-ups shall not be exceeded. Cost and price data relating to adjustments to or deletions from the Work shall be supplied by Contractor to City upon request, but City shall be under no obligation to make such requests.
- (c) **Time and Material:** In the event that unit pricing and fixed pricing are not utilized, then adjustments to or deletions from the Work shall be performed on a cost reimbursement basis for Direct Costs. Such Work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. The Contractor or Subcontractor who performs the Work shall be allowed to add up to ten percent (10%) markup to the Direct Costs as full compensation for profit, Overhead and other indirect costs for Work performed with the Contractor's or Subcontractor's own agents

Each ascending tier Subcontractor or the Contractor that did not perform the Work, will be allowed to add up to five percent (5%) supplemental markup on the Direct Costs of the Work (but not the above allowable markups) covered by a Change Order. No additional markup shall be permitted for any third tier or greater descending Subcontractor.

Example: \$20,000 of Direct Costs Work performed by a 2nd Tier Subcontractor

	Markup	Allowed Total Fee Plus Markup
General Contractor	5%	\$1,000.00
1 st Tier Sub Contractor	5%	\$1,000.00
2 nd Tier Sub Contractor	10%	\$22,000.00

- (d) Payments made to the Contractor shall be complete compensation for Overhead, profit, and all costs that were incurred by the Contractor or by other agents furnished by the Contractor, including Subcontractors, for adjustments to or deletions from the Work pursuant to a Change Order. City may establish a maximum cost for additional Work under this Section D.1.3, which shall not be exceeded for reimbursement without additional written authorization from City in the form of a Change Order. Contractor shall not be required to complete such additional Work without additional authorization.

D.1.4 Any necessary adjustment of Contract Time that may be required as a result of adjustments to or deletions from the Work must be agreed upon by the parties

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before the start of the revised Work unless City authorizes Contractor to start the revised Work before agreement on Contract Time adjustment.

Contractor shall submit any request for additional compensation (and additional Contract Time if Contractor was authorized to start Work before an adjustment of Contract Time was approved) as soon as possible but no later than thirty (30) Days after receipt of City's request for additional Work. If Contractor's request for additional compensation or adjustment of Contract Time is not made within the thirty (30) Day time limit, Contractor's requests pertaining to that additional Work shall be barred. The thirty (30) Day time limit for making requests shall not be extended for any reason, including without limitation Contractor's claimed inability to determine the amount of additional compensation or adjustment of Contract Time, unless an extension is granted in writing by City. If the City denies Contractor's request for additional compensation or adjustment of Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process. No other reimbursement, compensation, or payment will be made, except as provided in Section D.1.5 for impact claims.

- D.1.5 If any adjustment to Work under Section D.1.3 causes an increase or decrease in the Contractor's cost of, or the Contract Time required for the performance of any other part of the Work under the Contract, Contractor shall submit a written request to the City, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt of City's request for adjustments to or deletions from the Work by Contractor.

The thirty (30) Day time limit applies to claims of Subcontractors, suppliers, or manufacturers who may be affected by City's request for adjustments to or deletions from the Work and who request additional compensation or an extension of Contract Time to perform; Contractor has responsibility for contacting its Subcontractors, suppliers, or manufacturers within the thirty (30) Day time limit, and including their requests with Contractor's requests. If the request involves Work to be completed by Subcontractors, or materials to be furnished by suppliers or manufacturers, such requests shall be submitted to the Contractor in writing with full analysis and justification for the adjustments to compensation and Contract Time requested. The Contractor shall analyze and evaluate the merits of the requests submitted by Subcontractors, suppliers, and manufacturers to Contractor prior to including those requests and Contractor's analysis and evaluation of those requests with Contractor's requests for adjustments to compensation or Contract Time that Contractor submits to the City. Failure of Subcontractors, suppliers, manufacturers or others to submit their requests to Contractor for inclusion with Contractor's requests submitted to City within the time period and by the means described in this section shall constitute a waiver of these Subcontractor claims. The City will not consider direct requests or claims from Subcontractors, suppliers, manufacturers or others not a party to the Contract. The consideration of such requests and claims under this section does not give any Person, not a party to the Contract the right to bring a claim against City, whether in this claims process, in litigation, or in any dispute resolution process.

If the City denies the Contractor's request for adjustment to compensation or Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

- D.1.6 No request or Claim by the Contractor for additional costs or an adjustment of Contract Time shall be allowed if made after receipt of final payment application under the Contract. Final payment application must be made by Contractor within the time required under Section E.6.4.
- D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The Contractor agrees that it will work in good faith with City to undertake changes, when agreed upon by execution of a Change Order. Each change will be evaluated for extension of Contract Time and increase or decrease in compensation based on its own merit.

D.2 DELAYS

- D.2.1 Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.

- D.2.2 In the event of Unavoidable Delays, Contractor may be entitled to the following:

- (a) Contractor may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described in Section D.2.1.2 (a) and (b).
- (b) Contractor may be entitled to additional Contract Time for Unavoidable Delays described in Section D.2.1.2(c) and (d).

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.2 for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing Project Site conditions for which a review process is established under Section A.4.5, Contractor shall submit a written notification of the delay to the City within two (2) Days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the Project components impacted by the delay, and the anticipated additional Contract Time extension or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) Days after the cause of the delay has been mitigated, or in no case more than thirty (30) Days after the initial written notification, the Contractor shall submit to the City, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay. If the City denies Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

If Contractor does not timely submit the notices required under this Section D.2, Contractor's Claim shall be barred.

D.3 CLAIMS REVIEW PROCESS

- D.3.1 All Contractor Claims shall be referred to the City for review. Contractor's Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the City within five (5) Days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in these City General Conditions. Within thirty (30) Days after the initial Claim, City shall receive from Contractor a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Unless the Claim is made in accordance with these time requirements, it shall be barred.
- D.3.2 The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include all information, records and documentation necessary for the City to properly and completely evaluate the claim, including, but not limited to a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the City. The City will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to the Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against City.
- D.3.3 The City, through the Architect/Engineer (or other employee or agent assigned by the City) will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and City in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) recommend approval of all or part of the Claim; (5) arrange a meeting with the Contractor for formal review of the Claim; or (6) propose an alternate resolution.
- D.3.4 Once the Engineer or Project Manager determines the City is in receipt of a properly submitted claim, the Engineer or Project Manager may arrange a meeting, as agreed by the parties, with the Contractor in order to present the claim for formal review and discussion. A person authorized by the Contractor to execute Change Orders on behalf of the Contractor must be present and attend all claim meetings.
- D.3.5 The City's decision, through the Architect/Engineer (or other employee or agent assigned by the City), shall be final and binding on the Contractor unless appealed by written notice to the City within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the City, through the appropriate department director, shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- D.3.6 If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the City deems necessary to analyze the claim, the Contractor is deemed to have waived its right to further review, and the Claim will not be considered properly filed and preserved.
- D.3.7 Both parties agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the issuance of the appeal in Section D. 3.4 above. If the parties are unable to resolve their issues through mediation or otherwise, either party may seek redress through all available remedies in equity or in law.
- D.3.8 Unless otherwise directed by City, Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the City, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease or delay Work, in whole or in part, without a written stop work order from the City.

SECTION E PAYMENTS

E.1 SCHEDULE OF VALUES

The Contractor shall submit, by or before the pre-construction conference (as described in Section H.1.3), a schedule of values ("Schedule of Values") for the Contract Work. This schedule shall provide a breakdown of values for the Contract Work and will be the basis for progress payments. The breakdown shall demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the City, this schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by City, Contractor shall revise the schedule of values and resubmit the same for approval of City.

E.2 APPLICATIONS FOR PAYMENT

- E.2.1 City shall make progress payments on the Contract monthly as Work progresses, in accordance with the requirements of this Section E.2 and ORS 279C.570. Applications for payment shall be based upon estimates of Work completed and the Schedule of Values. As a condition precedent to City's obligation to pay, all applications for payment shall be approved by the City. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. City shall pay to Contractor interest in accordance with ORS 279C.570 for overdue invoices, not including retainage, due the Contractor. Overdue invoices will be those that have not been paid within the earlier of:

- (a) Thirty (30) days after receipt of the invoice; or
- (b) Fifteen (15) days after the payment is approved by the City.

Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, City shall so notify the Contractor within fifteen (15) Days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven (7) Days of being notified by the City, shall not cause a payment to be made later than specified in this section unless interest is also paid. Payment of interest will be postponed when payment on the principal is delayed because of disagreement between the City and the Contractor.

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City reserves the right, instead of requiring the Contractor to correct or resubmit a defective or improper application for payment, to reject the defective or improper portion of the application for payment and pay the remainder of the application for such amounts which are correct and proper.

City, upon written notice to the Contractor, may elect to make payments to the Contractor only by means of Electronic Funds Transfers ("EFT") through Automated Clearing House ("ACH") payments. If City makes this election, the Contractor shall arrange for receipt of the EFT/ACH payments.

E.2.2 Contractor shall submit to the City an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to Subcontractors. Contractor shall include in its application for payment a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values which shall aggregate to the payment application total, and shall include, on the face of each copy thereof, a certificate in substantially the following form:

"I, the undersigned, hereby certify that the above bill is true and correct, and the payment therefore, has not been received.

Signed: _____ Dated: __"

E.2.3 Generally, applications for payment will be accepted only for materials that have been installed. Under special conditions, applications for payment for stored materials will be accepted at City's sole discretion. Such a payment, if made, will be subject to the following conditions:

- (a) The request for stored material shall be submitted at least thirty (30) Days in advance of the application for payment on which it appears. Applications for payment shall be entertained for major equipment, components or expenditures only.
- (b) The Contractor shall submit applications for payment showing the quantity and cost of the material stored.
- (c) The material shall be stored in a bonded warehouse and City shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
- (d) The Contractor shall name the City as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the City.
- (e) Payments shall be made for materials and equipment only. The submitted amount in the application for payment shall be reduced by the cost of transportation from the storage site to the Project Site and for the cost of an inspector to verify delivery and condition of the goods at the storage site. The cost of storage and inspection shall be borne solely by the Contractor.
- (f) Within sixty (60) Days of the application for payment, the Contractor shall submit evidence of payment covering the material and/or equipment stored and of payment for the storage site.
- (g) Payment for stored materials and/or equipment shall in no way indicate acceptance of the materials and/or equipment or waive any rights under the Contract for the rejection of the Work or materials and/or equipment not in conformance with the Contract Documents.
- (h) All required documentation shall be submitted with the respective application for payment.

E.2.4 The City reserves the right to withhold all or part of a payment, or may nullify in whole or part any payment previously made, to such extent as may be necessary in the City's opinion to protect the City from loss because of:

- (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with Applicable Laws or the Contract Documents;
- (b) third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the City is provided by the Contractor;
- (c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case City may issue checks made payable jointly to Contractor and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2);
- (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (e) damage to the Work, City or City's agent;
- (f) reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- (g) failure to carry out the Work in accordance with the Contract Documents; or
- (h) assessment of liquidated damages, when withholding is made for offset purposes.

E.2.5 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- (a) Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage as provided in Section E.5. Pending final determination of cost to the City of changes in the Work, no amounts for changes in the Work can be included in applications for payment until the Contract Price has been adjusted by a Change Order;

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- (b) Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation in the completed construction (or, if approved in advance by the City pursuant to Section E.2.3, suitably stored off the Project Site at a location agreed upon in writing), less retainage as provided in Section E.5; Subtract the aggregate of previous payments made by the City; and
- (c) Subtract any amounts for which the City has withheld or nullified payment as provided in the Contract Documents.

- E.2.6 Contractor's applications for payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or materials supplier.
- E.2.7 The Contractor warrants to City that title to all Work covered by an application for payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment all Work for which payments are received from the City shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided financing, labor, materials and equipment relating to the Work.
- E.2.8 If Contractor disputes any determination by City with regard to any application for payment, Contractor nevertheless shall continue to expeditiously perform the Work. No payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations hereunder.

E.3 PAYROLL CERTIFICATION REQUIREMENT

City's receipt of payroll certification pursuant to Section C.2 of the Contract shall be a condition precedent to City's obligation to pay any progress payments or final payment otherwise due.

E.4 DUAL PAYMENT SOURCES

Contractor shall not be compensated for Work performed under the Contract from any state agency other than the agency that is a party to the Contract.

E.5 RETAINAGE

E.5.1 Retainage shall be withheld and released in accordance with the requirements set forth in Local Contract Review Board Rules or the applicable City standard.

E.5.1.1 City may reserve as retainage from any progress payment in an amount not to exceed five percent of the payment. As Work progresses, City may reduce the amount of retainage on or may eliminate retainage on any remaining monthly Contract payments after fifty (50) percent of the Work under the Contract is completed if, in the City's discretion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is ninety-seven and a half percent (97.5%) completed in City's estimation, the City may, at its discretion and without application by the Contractor, reduce the retained amount to hundred (100) percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, City shall respond in writing within a reasonable time.

E.5.1.2 Contractor may request in writing:

- (a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds and securities of equal value with City or in a custodial account or other mutually agreed account satisfactory to City, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of City;
- (b) for construction projects over \$1,000,000, that retainage be deposited in an interest bearing account, established through the City Treasurer for county agencies, in a bank, savings bank, trust company or savings association for the benefit of City, with earnings from such account accruing to the Contractor; or
- (c) that the City allow Contractor to deposit a surety bond for the benefit of City, in a form acceptable to City, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims in the manner and priority as set forth for retainage.

When the City has accepted the Contractor's election of option (a) or (b), City may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the City has agreed to Contractor's request for option (c), Contractor shall accept like bonds from Subcontractors and suppliers on the Project from which Contractor has required retainages.

E.5.1.3 The retainage held by City shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The City shall pay to Contractor interest at the rate of two thirds of one percent per month on the final payment due Contractor, interest to commence forty-five (45) Days after the date which City receives Contractor's final approved application for payment and Work under the Contract has been completed and accepted and to run until the date when final payment is tendered to Contractor. The Contractor shall notify City in writing when the Contractor considers the Work complete and deliver to City its final application for payment and City shall, within fifteen (15) Days after receiving the written notice and the application for payment, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If City does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run forty-five (45) Days after the end of the fifteen (15) Day period.

E.5.1.4 City will reduce the amount of the retainage if the Contractor notifies the City that the Contractor has deposited in an escrow account with a bank or trust company, in a manner authorized by the City, bonds and securities of equal value of a kind approved by the City and such bonds and securities have in fact been deposited.

E.5.1.5 Contractor agrees that if Contractor elects to reserve a retainage from any progress payment due to any Subcontractor or supplier, such retainage shall not exceed five percent of the payment, and such retainage withheld from Subcontractors and suppliers shall be subject to the same terms and conditions stated in Subsection E.5 as apply to City's retainage from any progress payment due to Contractor.

E.6 FINAL PAYMENT

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- E.6.1 Upon completion of all the Work under the Contract, the Contractor shall notify the City, in writing, that Contractor has completed Contractor's obligations under the Contract and shall prepare its application requesting final payment. The amount of final payment will be the difference between the total amount due the Contractor pursuant to the Contract Documents and the sum of all payments previously made. Upon receipt of such notice and application for payment, the City will inspect the Work, and, if acceptable, submit to Contractor a recommendation as to acceptance of the completed Work and the final estimate of the amount due the Contractor. If the Work is not acceptable, City will notify Contractor within fifteen (15) Days of Contractor's request for final payment. Upon approval of this final application for payment by the City and compliance by the Contractor with provisions in Section K, and Contractor's satisfaction of other provisions of the Contract Documents as may be applicable, the City shall pay to the Contractor all monies due under the provisions of these Contract Documents.
- E.6.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the City (1) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the City, (2) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (3) consent of surety, if any, to final payment and (4), if required by the City, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the City. If a Subcontractor refuses to furnish a release or waiver required by the City, the Contractor may furnish a bond satisfactory to the City to indemnify the City against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the City all money that the City may be compelled to pay in discharging such lien.
- E.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.
- E.6.4 Contractor agrees to submit its final payment application within ninety (90) Days after Substantial Completion, unless written extension is granted by City. Contractor shall not delay final payment application for any reason, including without limitation nonpayment of Subcontractors, suppliers, manufacturers or others not a party to the Contract, or lack of resolution of a dispute with City or any other person of matters arising out of or relating to the Contract. If Contractor fails to submit its final payment application within ninety (90) Days after Substantial Completion, and Contractor has not obtained written extension by City, all requests or Claims for additional costs or an extension of Contract Time shall be barred.

SECTION F PROJECT SITE CONDITIONS

F.1 USE OF PREMISES

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, Applicable Laws, permits or directions of the City. Contractor shall follow the City's instructions regarding use of premises, if any.

F.2 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC

- F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage and shall protect the City, workers and property from injury or loss arising in connection with the Contract. Contractor shall remedy acceptably to the City any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the City. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
- F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the Project Site or otherwise engaged in the undertaking of the Work and shall comply with the Contract Documents, best practices and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Project Site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the City. The City has no responsibility for Project Site safety. Project Site safety shall be the responsibility of the Contractor.
- F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner, or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall, immediately and in writing, report to the City, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.
- F.2.4 Contractor shall be responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, vehicles and materials on the Project Site.
- F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials shall be conducted so no release will occur that may pollute or become hazardous.
- F.2.6 In an emergency affecting the safety of life or limb or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the City, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the City. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with section D.
- F.2.7 Contractor shall comply with all City safety rules and regulations, if applicable. Prior to commencement of any Work, Contractor and Subcontractors shall be required to complete an City Contractor Safety Orientation and submit all City required safety plans.
- F.2.8 Contractor shall demonstrate that an employee drug testing program is in place.

F.3 CUTTING AND PATCHING

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- F.3.1 If applicable, Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.
- F.3.2 If applicable, Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

F.4 CLEANING UP

From time to time as may be prudent or ordered by the City and, in any event, immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four (24) hours after notification by the City the work may be done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

F.5 ENVIRONMENTAL CONTAMINATION

F.5.1 Contractor shall be held responsible for and shall indemnify, defend (with counsel of City's choice), and hold harmless City from and against any costs, expenses, damages, claims, and causes of action, or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Work or Contractor's obligations under the Contract which occur as a result of, or are contributed by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents (except to the extent otherwise void under ORS 30.140). Nothing in this section F.5.1 shall limit Contractor's responsibility for obtaining insurance coverages required under Section G.3 of the Contract, and Contractor shall take no action that would void or impair such coverages.

F.5.1.1 Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of City and regulatory agencies having jurisdiction in a manner that complies with Applicable Laws. Cleanup shall be at no cost to the City and shall be performed by properly qualified and, if applicable, licensed personnel.

F.5.1.2 Unless otherwise approved in the Solicitation Document, Contractor shall obtain the City's written consent prior to bringing onto the Project Site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any Applicable Laws. In any event, Contractor shall provide prior written notice to City when hazardous materials are brought on to the Project Site. The Contractor, at all times, shall:

- (a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials on the Project Site, in accordance with all Applicable Laws;
- (b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Project Site; and
- (c) promptly clean up and remediate, without cost to the City, such spills, releases, discharges, or leaks to the City's satisfaction and in compliance with all Applicable Laws.

F.5.2 Contractor shall report all reportable quantity releases, as such releases are defined in Applicable Laws. Upon discovery, regardless of quantity, Contractor must verbally report all releases to the City in a prompt manner. A written follow-up report shall be submitted to City within 48 hours of the telephonic report. Such written report shall contain, as a minimum:

- (a) Description of items released (identity, quantity, manifest numbers, and any and all other documentation required by law).
- (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when reported.
- (c) Exact time and location of release, including a description of the area involved.
- (d) Containment procedures initiated.
- (e) Summary of communications about the release between Contractor and State, local or federal officials other than City. Any communication to the press will be done by City and Contractor will defer to City.
- (f) Description of cleanup procedures employed or to be employed at the Project Site, including disposal location of spill residue.
- (g) Personal injuries, if any, resulting from, or aggravated by, the release.

F.6 ENVIRONMENTAL CLEAN-UP

F.6.1 Unless disposition of environmental pollution is specifically a part of the Contract, or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall immediately notify City of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by the Contract. "Hazardous substance(s)" means any hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance, including without limitation asbestos, polychlorinated biphenyl ("PCB"), or petroleum, and any substances, materials or wastes regulated by 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying City of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the Project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or wellbeing of Contractor's or any Subcontractor's work force, property or the environment.

F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the Project Site, not brought on to the Project Site by Contractor, City shall arrange for the proper disposition of such hazardous substance(s).

SECTION G
INDEMNITY, BONDING, AND INSURANCE

G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY

- G.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under the Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, employees, guests, visitors, invitees and agents.
- G.1.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by City) and hold harmless the City and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to:
- (a) any damage, injury, loss, expense, inconvenience or delay described in this Section G.1; (b) any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the Project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section G.1.2.
- G.1.3 In claims against any person or entity indemnified under Section G.1.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section G.1.2 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

G.2 PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND

- G.2.1 When the Contract price is \$50,000 or more, the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents.
- G.2.2 Bond forms furnished by the City and notarized by Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.
- G.2.3 Before execution of the Contract, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Revised Statutes, Chapter 279C.830 and 279C.836, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

G.3 INSURANCE

- G.3.1 Primary Coverage: Insurance carried by Contractor under the Contract shall be the primary coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.
- G.3.2 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.
- G.3.3 Builder's Risk Insurance:
- G.3.3.1 Builder's Risk: During the term of the Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and architect's fees "soft costs" associated with delay of Project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor. The policy will include as loss payees City, the Contractor and its Subcontractors as their interests may appear.
- G.3.3.2 Builder's Risk Installation Floater: For work other than new construction, Contractor shall obtain and keep in effect during the term of the Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under the Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. The policy will include as loss payees City, the Contractor and its Subcontractors as their interests may appear. City may waive this requirement at its sole and absolute discretion.
- G.3.3.3 Such insurance shall be maintained until City has occupied the facility.
- G.3.3.4 A loss insured under the Builder's Risk insurance shall be adjusted by the City and made payable to the City as loss payee. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The City shall have power to adjust and settle a loss with insurers.
- G.3.4 General Liability Insurance:
- G.3.4.1 Commercial General Liability: Upon execution of a Contract, Contractor shall obtain, and keep in effect at Contractor's expense for the term of the Contract, Commercial General Liability Insurance ("CGL") covering bodily injury and property damage in the amount of not less than \$2,000,000 per claim and \$2,000,000 per occurrence in a form satisfactory to City. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnities provided under the Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis written on ISO Form GC 00 01 (12 04 or later) or an equivalent form approved in advance by City. The CGL shall provide separation of insured language. The policy or policies obtained by Contractor for purposes of fulfilling the requirements of this section shall be primary insurance with respect to the City. Any insurance or self-insurance maintained by the City shall be excess and shall not contribute to it.
- G.3.4.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Automobile Liability Insurance covering owned, and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Contractor shall provide proof of insurance of not less than \$2,000,000 per claim and \$2,000,000 per occurrence. Contractor and its Subcontractors shall be responsible for ensuring that all non-owned vehicles maintain adequate Automobile Liability insurance while on Project Site.
- G.3.4.3 City may adjust the insurance amounts required in Section G.3.4.1 and G.3.4.2 based upon institution specific risk assessments through the issuance of Supplemental General Conditions and a Contract.
- G.3.4.4 To the extent that the Contract Documents require the Contractor to provide professional design services, design-build, or certifications related to systems, materials, or equipment, the Contractor shall (1) purchase and maintain professional liability/errors-and-omissions insurance with limits of not less than \$2,000,000 for each claim and \$2,000,000 general annual aggregate and (2) cause those Subcontractors (of any tier) who are providing professional design services including any design- build services to procure and maintain professional liability/errors-and-omissions insurance with limits of not less than \$2,000,000 for each claim and \$2,000,000 general annual aggregate. This policy shall be for the protection of the City, its elected officials, officers, agents and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to the Contract. The City, at its option, may require a complete copy of the above policy.
- G.3.4.5 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. City's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to City's obligation to make final payment and to City's final acceptance of Work or services and related warranty (if any).
- G.3.4.6 Umbrella Liability (if required by City through issuance of Supplemental General Conditions): Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Umbrella liability Insurance over and above the general liability, automobile liability and workers' compensation coverage if required by City in specified limits at time of requirement.
- G.3.4.7 Pollution Liability may be required by City through issuance of Supplemental General Conditions.
- G.3.5 Additional Insured: The general liability insurance coverage, automobile liability, umbrella, and pollution liability if required, shall include the City as additional

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insureds but only with respect to the Contractor's activities to be performed under the Contract. The additional-insured endorsement for CGL insurance must be written on ISO Form CG 20 10 (10 01) and CG 20 37 (10 01), or their equivalent, but shall not use either of the following forms: CG 20 10 (10 93) or CG 20 10 (03 94). Proof of insurance must include a copy of the endorsement showing "City of Gladstone, its elected officials, agents, officers, and employees" as scheduled insureds.

If Contractor cannot obtain an insurer to name the City as additional insureds, Contractor shall obtain at Contractor's expense, and keep in effect during the term of the Contract, City's and Contractors Protective Liability Insurance, naming the City as additional insureds with not less than a \$2,000,000 limit per occurrence. This policy must be kept in effect for 36 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to City prior to execution of the Contract.

- G.3.6 Notice of Cancellation or Change: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by City, the Contractor agrees to stop Work pursuant to the Contract at Contractor's expense, unless all required insurance remain in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the City and its institutions, divisions, officers, and employees.

City shall have the right, but not the obligation, of prohibiting Contractor from entering the Project Site until a new certificate(s) of insurance is provided to City evidencing the replacement coverage. The Contractor agrees that City reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to City.

- G.3.7 Certificate(s) of Insurance/Insurance Carrier Qualification: As evidence of the insurance coverage required by the Contract, the Contractor shall furnish certificate(s) of insurance to the City prior to execution of the Contract. The certificate(s) will specify all of the parties who are additional insureds or loss payees for the Contract. A renewal certificate shall be sent to City at least 10 days prior to coverage expiration. Insurance coverage required under the Contract shall be obtained from insurance companies or entities acceptable to the City and that are eligible to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to conduct an insurance business and issue policies of insurance in the state of Oregon, and certain non-admitted surplus lines insurers that satisfy the requirements of applicable Oregon law and which are subject to approval by the City. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of \$50,000 shall be subject to approval by the City in writing and shall be a condition precedent to the effectiveness of any Contract.

SECTION H SCHEDULE OF WORK

H.1 CONTRACT PERIOD

- H.1.1 Time is of the essence. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein.
- H.1.2 Notice to Proceed. Unless otherwise directed in the Contract Documents, Contractor shall commence Work on the Project Site within fifteen (15) Days of the Notice to Proceed. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including the Contract, performance bond and payment bond, and certificates of insurance, have been fully executed and submitted in a form acceptable to City.
- H.1.3 Unless otherwise not required in the Construction Documents, Contractor shall participate in a pre-construction conference with the City's representative and designated design team. The purpose of this pre-construction conference is to review the Contractor's proposed Schedule of Values and to review any other Project logistics to be coordinated between the parties. Unless specifically extended by a Change Order, all Work shall be complete by the date contained in the Contract Documents. The City shall have the right to accelerate the completion date of the Work, which may require the use of overtime. Such accelerated Work schedule shall be an acceleration in performance of Work under Section D.1.2(f) and shall be subject to the provisions of Section D.1.
- H.1.4 The City shall not waive any rights under the Contract by permitting the Contractor to continue or complete in whole or in part the Work after the date described in Section H.1.2 above.

H.2 SCHEDULE

- H.2.1 Contractor shall provide, by or before the pre-construction conference, the initial as-planned schedule for review and acceptance by the City. The submitted schedule must illustrate Work by Project components, labor trades, and long lead items broken down by building and/or floor where applicable. If City shall so elect, Contractor shall provide the schedule in CPM format showing the graphical network of planned activities, including i) a reasonably detailed list of all activities required to complete the Work; ii) the time and duration that each activity will take to completion; and iii) the dependencies between the activities. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. The schedule shall include the following: Notice to Proceed or the date the Work commences, if no Notice to Proceed is issued by City, Substantial Completion, and Final Completion. Schedules shall be updated monthly, unless otherwise required by the Contract Documents, and submitted with the monthly application for payment. Acceptance of the Schedule by the City does not constitute agreement by the City as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the City. City reserves the right to negotiate the float if it is deemed to be in City's best interest to do so. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract Time but after Contractor's scheduled completion.
- H.2.2 All Work shall be completed between the hours of 7:00 a.m. and 7:00 p.m. unless otherwise specified in the Contract Documents.

H.3 PARTIAL OCCUPANCY OR USE

The City may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the City and Contractor have reasonably accepted in writing the responsibilities assigned to each of them. Approval by the Contractor to partial occupancy or use shall not

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be unreasonably withheld. Immediately prior to such partial occupancy or use, the City and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

SECTION I CORRECTION OF WORK

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove from the premises and replace all defective materials and equipment as determined by the City, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the City, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement. Contractor shall be allowed a period of no longer than thirty (30) Days after Substantial Completion for completion of defective (Punch List) work. At the end of the thirty-day period, or earlier if requested by the Contractor, City shall arrange for inspection of the Work by the Architect/Engineer. Should the work not be complete, and all corrections made, the costs for all subsequent reinspections shall be borne by the Contractor. If Contractor fails to complete the Punch List work within the thirty (30) Day period, City may perform such work and Contractor shall reimburse City all costs of the same within ten (10) Days after demand without affecting Contractor's obligations.

I.2 WARRANTY WORK

- I.2.1 The Warranty Period will begin when Contractor has completed the Punch List work, all improvements are accepted by the City, and the final certificate of payment has been issued.
- I.2.2 Contractor shall provide a Warranty Security valued at 10% of the Contract Price, however the minimum Warranty Security shall be \$5,000. The Security shall be in a form acceptable to the City Attorney.
- I.2.3 The Warranty Period shall be for a minimum of one year.
- I.2.4 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for Defective Work. Contractor shall correct all defects that appear in the Work within the Warranty Period. The City shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after City's demand and at Contractor's sole expense. Latent defects shall be remedied by the Contractor at any time they become apparent. If Contractor fails to complete the warranty work within such period as City determines reasonable, City may perform such work and Contractor shall reimburse City all costs of the same within ten (10) Days after demand, without affecting Contractor's obligations. In the event of warranty work consisting of emergency repairs, Contractor shall perform the warranty Work by correcting defects within twenty-four (24) hours of notification by City, unless otherwise specified in the Contract Documents. Should Contractor fail to respond within the specified response time, the City may, at its option, complete the necessary repairs using another contractor or its agents. If City completes the repairs using City's agent, Contractor shall pay City at the rate of one and one-half (1½) times the standard hourly rate of City's agent, plus related overhead and any direct non-salary costs. If City completes the repairs using another contractor, Contractor shall pay City the amount of City's direct costs billed by the other contractor for the work, plus the direct salary costs and related overhead and direct non-salary expenses of City's agents who are required to monitor that contractor's work. Work performed by City using City's own agents or those of another contractor shall not affect the Contractor's contractual duties under these provisions, including warranty provisions.
- I.2.5 Nothing in this Section I.2 provision shall negate guarantees or warranties for periods longer than one year including without limitation, such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.
- I.2.6 In addition to Contractor's warranty, manufacturer's warranties shall pass to the City and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the City.
- I.2.7 Nothing contained in this Section I.2 shall be construed to establish or limit a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific contractual obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- I.2.8 If the City prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the City may do so in its sole discretion instead of requiring its removal and correction, in which case the Contract Price will be reduced in an amount the City determines to be appropriate and equitable. The City is entitled to receive this amount whether or not final payment has been made. Prior to final payment, the City may offset the amount from any payment it owes to the Contractor.
- I.2.9 The Warranty Security does not expire and may only be released after a final inspection has been completed by the City and the minimum warranty period has elapsed. At the time of final warranty inspection, any items not completed or maintained to City standards will be included in a punch list provided to Contractor. These items shall be addressed prior to the release of the Warranty Security. The City may require an extension of the Warranty Period for more than the minimum one year if the improvements show signs of failure or defects in workmanship during inspection and work is necessary and completed to correct these deficiencies. The one-year Warranty Period shall be extended with respect to those portions of Work performed after final certificate of payment has been issued by the period of time between final certificate of payment and the actual performance of the Work, and shall be extended by corrective Work performed by the Contractor pursuant to this Section, as to the Work corrected. Once the Warranty Period has passed, and there are no failures or defects in workmanship found by City inspection, the Warranty Period will end, and the Warranty Security will be released. Contractor shall remove from the Project Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by the City.

SECTION J SUSPENSION AND/OR TERMINATION OF THE WORK

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J.1 CITY'S RIGHT TO SUSPEND THE WORK

J.1.1 The City has the authority to suspend portions or all of the Work due to the following causes:

- (a) Failure of the Contractor to correct unsafe conditions;
- (b) Failure of the Contractor to carry out any provision of the Contract;
- (c) Failure of the Contractor to carry out orders;
- (d) Conditions, in the opinion of the City, which are unsuitable for performing the Work;
- (e) Time required to investigate differing Project Site conditions; or
- (f) Any reason considered to be in the public interest.

J.1.2 The City shall notify Contractor and the Contractor's Surety in writing of the effective date and time of the suspension, and City shall notify Contractor and Contractor's surety in writing to resume Work.

J.2 CONTRACTOR'S RESPONSIBILITIES

J.2.1 During the period of the suspension, Contractor is responsible to continue maintenance at the Project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.

J.2.2 When the Work is recommenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the Work in every respect as though its prosecution had been continuous and without suspension.

J.3 COMPENSATION FOR SUSPENSION

Depending on the reason for suspension of the Work, the Contractor or the City may be due compensation by the other party. If the suspension was required due to acts or omissions of Contractor, the City may assess the Contractor actual costs of the suspension in terms of administration, remedial work by the City's agents or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension, and any liquidated damages arising from the delay. If the suspension was caused by acts or omissions of the City, the Contractor may be due compensation which shall be defined using Section D, Changes in Work. If the suspension was required through no fault of the Contractor or the City, neither party shall owe the other for the impact.

J.4 CITY'S RIGHT TO TERMINATE CONTRACT

J.4.1 The City may, without prejudice to any other right or remedy, and after giving Contractor seven (7) Days' written notice and an opportunity to cure, terminate the Contract in whole or in part under the following conditions:

- (a) If Contractor should, voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and Contractor as debtor-in-possession or the Trustee for the estate fails to assume the Contract within a reasonable time;
- (b) If Contractor should make a general assignment for the benefit of Contractor's creditors;
- (c) If a receiver should be appointed on account of Contractor's insolvency;
- (d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;
- (e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the City;
- (f) If Contractor is otherwise in breach of any part of the Contract; or
- (g) If Contractor is in violation of Applicable Laws, either in the conduct of its business or in its performance of the Work.

J.4.2 At any time that any of the above occurs, City may exercise all rights and remedies available to City at law or in equity, and, in addition, City may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If the City's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the City.

J.5 TERMINATION FOR CONVENIENCE, NONAPPROPRIATION OF FUNDS, OR FORCE MAJEURE

J.5.1 City may terminate the Contract in whole or in part whenever City determines: (a) that termination of the Contract is in the best interest of City or the public; (b) that the City failed to receive funding, appropriations, allocations or other expenditure authority as contemplated by City's budget and City determines, in its sole determination, and its assessment and ranking of the policy objectives explicit or implicit in City's budget, City may determine it is necessary to and may terminate the Contract; or (c) in the event of Force Majeure.

J.5.2 The City shall provide the Contractor with seven (7) Days prior written notice of a termination for City's or for public convenience. After such notice, the Contractor

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shall provide the City with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment under Section E. Compensation for Work terminated by the City under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination. If the Contract is terminated for public convenience, neither the Contractor nor its Surety shall be relieved of liability for damages or losses suffered by the City as a result of defective, unacceptable or unauthorized Work completed or performed.

J.6 ACTION UPON TERMINATION

- J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the City, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the City, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.
- J.6.2 As directed by the City, Contractor shall, upon termination, transfer title and deliver to the City all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the City.
- J.6.3 Upon City's notice of termination pursuant to either Section J.4 or J.5, if City shall so elect, Contractor shall assign to the City such subcontracts and orders as City shall specify. In the event City elects to take assignment of any such subcontract or order, Contractor shall take such action and shall execute such documents as City shall reasonably require for the effectiveness of such assignment and Contractor shall ensure that no contractual arrangement between it and its subcontractors or suppliers of any tier or sub-tier shall prevent such assignment.

SECTION K CONTRACT CLOSE OUT

K.1 RECORD DOCUMENTS

As a condition of final payment (refer also to section E.6), Contractor shall comply with the following: Contractor shall provide Record Documents for the entire Project to City. Record Documents shall depict the Project as constructed and shall reflect each and every change, modification, and deletion made during the construction. Record Documents are part of the Work and shall be provided prior to the City's issuance of final payment. Record Documents include all modifications to the Contract Documents unless otherwise directed.

K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") for review by the City prior to submission of any pay request for more than 75% of the Work. City's receipt of the O & M Manuals shall be a condition precedent to any payment thereafter due. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, telephone list and contact information for all consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The City shall review and return one O & M Manual for any modifications or adjustments required. Prior to submission of its final pay request, Contractor shall deliver two (2) complete and approved sets of O & M Manuals in paper form and one (1) complete and approved set in electronic form to the City and City's receipt of the O & M Manuals shall be a condition precedent to City's obligation to make final payment.

K.3 COMPLETION NOTICES

- K.3.1 Contractor shall provide City written notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the City and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the Contractor shall finish all items on the Punch List accompanying the Certificate. Both completion notices must be signed and notarized by the Contractor and signed by the Architect/Engineer (if applicable) and City to be valid. The City shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the City.
- K.3.2 Substantial Completion of a facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of thirty (30) continuous Days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the City. All equipment contained in the Work, plus all other components necessary to enable the City to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a Punch List be prepared by the City with submission of the request for the Substantial Completion notice.

K.4 TRAINING

As part of the Work, and prior to submission of the final application for payment, the Contractor shall schedule with the City training sessions for all equipment and systems as required by the Contract Documents. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow City to provide its personnel with adequate notice. If assignments arise because of termination under Section J.4, then such assignments shall not relieve Contractor of liability hereunder. The O & M Manual shall be used as a basis for training. In addition to any off-Project Site training required by the Contract Documents, training shall include a formal session conducted at the Project Site after the equipment and/or system is completely installed and operational in its normal operating environment.

K.5 EXTRA MATERIALS

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the Contract Documents prior to final payment. Delivery point for extra materials shall be designated by the City.

K.6 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion notice, or as a separate written notice submitted with or before the notice of Final Completion, the Contractor shall notify the City that all environmental and pollution clean-up, remediation and closure have been completed in accordance with all Applicable Laws and pursuant to the authority of all agencies having jurisdiction, and Contractor shall provide City with any and all documentation related to the same, including but not limited to directives, orders, letters, certificates

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and permits related to or arising from such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above. Contractor's completion of its obligations under this Section K.6 and City's receipt of documents evidencing such completion shall be a condition precedent to City's obligation to make final payment.

K.7 CERTIFICATE OF OCCUPANCY

City's receipt of an unconditioned certificate of occupancy from the appropriate state and/or local building officials shall be a condition precedent to City's obligation to make final payment, except to the extent failure to obtain an unconditional certificate of occupancy is due to the fault or neglect of City.

K.8 OTHER CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for returning to the City all property of City issued to Contractor during construction such as keys, security passes, Project Site admittance badges, and all other pertinent items.

Upon notice from City, Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from the Contractor to the City. The utility transfer date shall not be before Substantial Completion and may not be until Final Completion, if the City does not take beneficial use of the facility and the Contractor's agents continue with the Work.

The City's property is drug free and weapons free areas and the use of tobacco products is only allowed in designated areas. Contractor shall be required to ensure that its employees, Subcontractors and agents shall comply with these requirements.

K.9 SURVIVAL

All warranty and indemnification provisions of the Contract, and all of Contractor's other obligations under the Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

SECTION L GENERAL PROVISIONS

L.1 NO THIRD PARTY BENEFICIARIES

City and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Contract.

L.2 SEVERABILITY

If any provision of the Contract is declared by a court to be unenforceable, illegal, or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

L.3 ACCESS TO RECORDS

L.3.1 Contractor shall keep, at all times on the Project Site, one record copy of the complete Contract Documents, including the Plans, Specifications, addenda, and Change Orders (if any) in good order and marked currently to record field changes and selections made during construction, and one record copy of Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the City access thereto.

L.3.2 Contractor shall retain and the City and its duly authorized representatives shall have access, for a period not less than ten (10) years, to all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract, including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Work or the Contract shall be subject to litigation, Contractor shall retain all such records until all litigation is resolved and Contractor shall continue to provide City and/or its agents with full access to such records until such time as all litigation is complete and all periods for appeal have expired and full and final satisfaction of any judgment, order or decree is recorded and City receives a record copy of documentation from Contractor.

L.4 WAIVER

Failure of the City to enforce any provision of the Contract shall not constitute a waiver or relinquishment by the City of the right to such performance in the future nor of the right to enforce any other provision of the Contract.

L.5 SUCCESSORS IN INTEREST

The provisions of the Contract shall be binding upon and shall accrue to the benefit of the parties to the Contract and their respective permitted successors and assigns.

L.6 GOVERNING LAW

The contract shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof.

L.7 APPLICABLE LAW

Contractor hereto agrees to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.

L.8 NON-EXCLUSIVE RIGHTS AND REMEDIES

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Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of the Contract shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, or any other remedies for the same default or breach, or for any other default or breach, by the other Party.

L. 9 INTERPRETATION

The titles of the section of the Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

L.10 LITIGATION

Any Claim between City and Contractor that arises from or relates to the Contract and that is not resolved through the Claims Review Process in Section D.3 shall be brought and conducted solely and exclusively within the Circuit Court of the County of Clackamas for the State of Oregon' provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the City of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

[Type here]

CITY OF GLADSTONE SUPPLEMENTAL GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS ("City Supplemental General Conditions")

All number references in the City Supplemental General Conditions shall be understood to refer to the subsection in the General Conditions bearing like numbers, and shall represent modifications and/or additions to the specified section.

SECTION A GENERAL PROVISIONS

Section A3.1 shall be modified as follows:

A3.1 Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following descending order of precedence:

- (a) The Contract and any amendments thereto, including Change Orders, with those of later date having precedence over those of an earlier date;
- (b) The City Supplemental General Conditions;
- (c) City General Conditions;
- (d) Plans and Specifications;
- (e) Supplemental Technical Provisions;
- (f) Technical Specifications;
- (g) The Invitation to Bid, and any addenda thereto.

SECTION D CHANGES IN THE WORK

Section D.2 shall be modified as follows:

D.2.1 Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.

D.2.1.1 Avoidable delays include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors, including, but not limited to, the following:

- (a) Delays which may in themselves be unavoidable but which affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract time.
- (b) Delays which do not impact activities on the accepted critical path schedule.
- (c) Time associated with the reasonable interference of other contractors employed by the Owner which do not necessarily prevent the completion of the whole Work within the Contract time.

D.2.1.2 Unavoidable delays include those which result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors. Delays caused by Force Majeure, war, public enemy, freight embargoes, and strikes which occur despite the Contractor's reasonable efforts to avoid them, shall be considered as unavoidable.

- (a) If the Contractor believes that adjustments to cost or Contract Time are involved because of an Unavoidable Delay caused by differing Project Site Conditions, a review process is established under Section A.4.5.
- (b) Claims by the Contractor based on adverse weather conditions must be substantiated by documentation that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the Project. A rain, windstorm, high water, or other natural phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous ten (10) years historical records of the general locality of the Work, shall not be construed as abnormal. It is hereby agreed that rainfall greater than the following cannot be reasonably anticipated:
 - i. Daily rainfall equal to, or greater than, 0.75 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25%) or more.
 - ii. Daily rainfall equal to, or greater than, 1.00 inch at any time.
 - iii. The National Weather Service National Oceanic and Atmospheric Administration (NOAA) rain gauge at the Portland International Airport, Portland, Oregon, shall be considered the official agency of record for weather information.

D.2.2 In the event of Unavoidable Delays, Contractor may be entitled to the following:

- (a) Contractor may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described in Section D.2.1.2 (a).
- (b) Contractor may be entitled to additional Contract Time for Unavoidable Delays described in Section D.2.1.2 (b).

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.2 for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing Project Site conditions for which a review process is established under Section A.4.5, Contractor shall submit a written notification of the delay to the City within two (2) Days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the Project components impacted by the delay, and the anticipated additional Contract Time extension or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) Days after the cause of the delay has been mitigated, or in no case more than thirty (30) Days after the initial written notification, the Contractor shall submit to the City, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay. If the City denies Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

If Contractor does not timely submit the notices required under this Section D.2.2, Contractor's Claim shall be barred.

City of Gladstone Staff Report

Report Date : February 27, 2024
Meeting Date : March 12, 2024
To : City Council
From : Darren Caniparoli, Public Works Director

AGENDA ITEM

Consider the award of bid and a public improvement contract to Iron Horse Excavation, LLC dba, Oxbow Construction in the amount of \$117,317.50 (including a 25% Contingency) to complete the 2024 CIPP Sanitary Sewer Repair Project.

History/Background

The City of Gladstone recently executed a new intergovernmental agreement (IGA) with Oak Lodge Water Services, committing to correct significant deficiencies in the Gladstone/Oaklodge wastewater system by December 31, 2027, with the first phase beginning in 2024. The CIPP Sanitary Sewer Repair Project will address concerns of aging infrastructure and eliminate additional occurrences of infiltration and inflow to our sanitary sewer system.

COST IMPACT

CIPP contractors are limited in this specialized field, the RFP process garnered 4 bids, with the lowest bid received from Iron Horse Excavation, LLC dba, Oxbow Construction, whom submitted a bid of \$93,854.00. City staff recommends adding a 25% contingency (\$23,463.50) for a total contract amount not to exceed \$117,317.50.

Proposal

Staff proposes City Council approve the award of the bid as stated in the contract. Exhibit A, is the bid results from the RFP process, Exhibit B is the proposed contract and general conditions between the City of Gladstone and Iron Horse Excavation, LLC dba, Oxbow Construction.

Options

- **Option 1:** Approve the award of bid and public improvement contract between the City of Gladstone and Iron Horse Excavation, LLC dba, Oxbow Construction, for a total contract amount not to exceed \$117,317.50 which includes a 25% contingency to complete the 2024 CIPP Sanitary Sewer Repair Project.
- **Option 2:** Do not approve the award of bid and public improvement contract with Iron Horse Excavation, LLC dba, Oxbow Construction to complete the 2024 CIPP Sanitary Sewer Repair Project.

Recommended Staff Action:

Staff recommends approving the award of bid and public improvement contract between the City of Gladstone and Iron Horse Excavation, LLC dba, Oxbow Construction, for a total contract amount not to exceed \$117,317.50 to complete the 2024 CIPP Sanitary Sewer Repair Project by making the following motion.

"I move to approve the award of bid and the public improvement contract to Iron Horse Excavation, LLC dba, Oxbow Construction, in the amount not to exceed \$117,317.50 to complete the 2024 CIPP Sanitary Sewer Repair Project.

 3/6/24
Department Head Signature Date

 3/6/24
City Administrator Signature Date



EXHIBIT A

City of Gladstone CIPP Sanitary Sewer Repairs

BIDDER	BID AMOUNT
Iron Horse Excavation dba Oxbow Construction	\$ 93,854.00
Iron Horse LLC.	\$ 103,830.00
Insituform Technologies, LLC	\$ 107,216.00
C-More Pipe Service	\$109,249.00



City of Gladstone PUBLIC IMPROVEMENT CONTRACT

This Public Improvement Contract (the "Contract"), is made by and between the City of Gladstone, a political subdivision of the State of Oregon, hereinafter called "City," and Iron Horse Excavation, LLC dba, Oxbow Construction hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all City approvals have been obtained, whichever is later.

Project Name: City of Gladstone 2024 CIPP Sanitary Sewer Repairs

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum not to exceed **\$117,317.50** (the "Contract Price", includes a 25% contingency), to be paid to

Iron Horse Excavation, LLC dba, Oxbow Construction

the Contractor by City in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the City of Gladstone General Conditions for Public Improvement Contracts ("City General Conditions") and the City of Gladstone Supplemental General Conditions for Public Improvement Contracts ("City Supplemental General Conditions") referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Total Bid, as indicated in the accepted Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Instructions for Bidders
- Bid Form
- First Tier Subcontractor Disclosure
- Bid Bond
- Five Year Applicable and Consecutive Experience Record
- Noncollusion Affidavit
- Employee Drug Testing Program Certification Form
- Public Improvement Contract Form
- City of Gladstone General Conditions for Public Improvement Contracts ("City General Conditions")
- City of Gladstone Supplemental General Conditions for Public Improvement Contracts ("City Supplemental General Conditions")
- Construction Performance Bond
- Construction Payment Bond
- City of Gladstone Statutorily Required Provisions for Labor & Services for Public Improvements and Public Works Subject to ORS 279C.800 to 279C.870
- Prevailing Wage Rates
- Technical Specifications
- Supplemental Technical Provisions
- Plans, Specifications and Drawings
- [Addenda]

Representatives.

Contractor has named **XXXXXXXXXXXX** as its' Authorized Representative to act on its behalf.

The City designates **Darren Caniparoli, Public Works Director**, as its Authorized Representative in the administration of this Contract. The above- named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the City.

2. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of City, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to City at least 30 days prior to the intended time of substitution. When replacements have been approved by City, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of City. The Contractor's project staff shall consist of the following personnel:

Project Executive: **XXXXXXXXXXXX** shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

Project Manager : **XXXXXXXXXXXX** shall be the Contractor's project manager and will participate in all meetings throughout the project term.

Job Superintendent: **XXXXXXXXXXXX** shall be the Contractor's on-site job superintendent throughout the project term.

3. Contract Dates.

COMMENCEMENT DATE: Shall occur following Issuance of Notice to Proceed ("NTP") but not prior to **March 13, 2024**

FINAL COMPLETION DATE: Shall occur no later than **July 12, 2024**

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

Contractor and City acknowledge that City will suffer financial loss if the Work is not completed within the times specified in this Section 4, plus any extensions that City permits in accordance with the General Conditions. The Parties also acknowledge the delays, expense and difficulties involved in proving the precise, actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as liquidated damages for delay, but not as a penalty, Contractor will pay City, or City may withhold from any sums due Contractor, **\$400.00** for each day that expires after the time specified in this Section 4 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor neglects, refuses, or fails to complete the remaining Work within the Contract Time or any extensions thereof permitted by City, Contractor will pay City, or City may withhold from any sums due Contractor, **\$400.00** for each day that expires after the time specified in this Section 4 for Final Completion until the Work is completed and ready for final payment.

4. Insurance Certificates.

In accordance with Section G.3.5 of the General Conditions, Contractor shall furnish proof of the required insurance naming City of Gladstone as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to PWoffice@ci.gladstone.or.us

5. Tax Compliance.

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material

breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle City to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to City's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. City shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

6. Confidential Information.

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to the City. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of the City ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

7. Counterparts.

This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

8. Integration.

All provisions of state law required to be part of this Contract, whether listed in the General or Supplemental Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract.

Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

In witness whereof, City of Gladstone executes this Contract and the Contractor does execute the same as of the day and year first above written.

Contractor Information:

Contractor Name: **Iron Horse Excavation, LLC dba, Oxbow Construction**

Contractor CCB #:

Expiration Date:

Metro License #: 11148

Entity Type: Limited Liability

Insurance Documents Received:

Expiration:

W-9 Received:

Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.

Contractor Name (No DBA/ABN)

City of Gladstone

Signature

Date

Signature

Date

Jacque Betz, City Administrator

XXXXXXXX

Name / Title Printed

CITY OF GLADSTONE

GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

INSTRUCTIONS: The attached **City of Gladstone General Conditions for Public Improvement Contracts ("City General Conditions")** apply to all designated Public Improvement contracts. Changes to the City General Conditions (including any additions, deletions or substitutions) should only be made by attaching Public Improvement Supplemental General Conditions. The text of these City General Conditions should not otherwise be altered.

TABLE OF SECTIONS

SECTION A - GENERAL PROVISIONS

- A.1 DEFINITION OF TERMS
- A.2 SCOPE OF WORK
- A.3 INTERPRETATION OF CONTRACT DOCUMENTS
- A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND PROJECT
- A.5 INDEPENDENT CONTRACTOR STATUS
- A.6 RETIREMENT SYSTEM STATUS AND TAXES
- A.7 GOVERNMENT EMPLOYMENT STATUS

SECTION B - ADMINISTRATION OF THE CONTRACT

- B.1 CITY'S ADMINISTRATION OF THE CONTRACT
- B.2 CONTRACTOR'S MEANS AND METHODS
- B.3 MATERIALS AND WORKMANSHIP
- B.4 PERMITS
- B.5 COMPLIANCE WITH GOVERNMENT REGULATIONS
- B.6 SUPERINTENDENCE
- B.7 INSPECTION
- ~~B.8 SEVERABILITY~~
- ~~B.9 ACCESS TO RECORDS~~
- ~~B.10 WAIVER~~
- B.11 SUBCONTRACTS AND ASSIGNMENT
- ~~B.12 SUCCESSORS IN INTEREST~~
- B.13 CITY'S RIGHT TO DO WORK
- B.14 OTHER CONTRACTS
- ~~B.15 GOVERNING LAW~~
- ~~B.16 LITIGATION~~
- B.17 ALLOWANCES
- B.18 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES
- B.19 SUBSTITUTIONS
- B.20 USE OF PLANS AND SPECIFICATIONS
- ~~B.21 FUNDS AVAILABLE AND AUTHORIZED~~
- ~~B.22 NO THIRD PARTY BENEFICIARIES~~

SECTION C - WAGES AND LABOR

- C.1 MINIMUM WAGES RATES ON PUBLIC WORKS
- C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS, ADDITIONAL RETAINAGE
- C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS
- C.4 PAYMENT FOR MEDICAL CARE
- C.5 HOURS OF LABOR

SECTION D - CHANGES IN THE WORK

- D.1 CHANGES IN THE WORK
- D.2 DELAYS
- D.3 CLAIMS REVIEW PROCESS

SECTION E - PAYMENTS

- E.1 SCHEDULE OF VALUES
- E.2 APPLICATIONS FOR PAYMENT

- E.3 PAYROLL CERTIFICATION REQUIREMENT
- E.4 DUAL PAYMENT SOURCES
- E.5 RETAINAGE
- E.6 FINAL PAYMENT

SECTION F - PROJECT SITE CONDITIONS

- F.1 USE OF PREMISES
- F.2 PROTECTION OF WORKERS, PROPERTY, AND THE PUBLIC
- F.3 CUTTING AND PATCHING
- F.4 CLEANING UP
- F.5 ENVIRONMENTAL CONTAMINATION
- F.6 ENVIRONMENTAL CLEAN-UP

SECTION G - INDEMNITY, BONDING AND INSURANCE

- G.1 RESPONSIBILITY FOR DAMAGES/INDEMNITY
- G.2 PERFORMANCE AND PAYMENT SECURITY, PUBLIC WORKS BOND
- G.3 INSURANCE

SECTION H - SCHEDULE OF WORK

- H.1 CONTRACT PERIOD
- H.2 SCHEDULE
- H.3 PARTIAL OCCUPANCY OR USE

SECTION I - CORRECTION OF WORK

- I.1 CORRECTIONS OF WORK BEFORE FINAL PAYMENT
- I.2 WARRANTY WORK

SECTION J - SUSPENSION AND/OR TERMINATION OF THE WORK

- J.1 CITY'S RIGHT TO SUSPEND THE WORK
- J.2 CONTRACTOR'S RESPONSIBILITIES
- J.3 COMPENSATION FOR SUSPENSION
- J.4 CITY'S RIGHT TO TERMINATE CONTRACT
- J.5 TERMINATION FOR CONVENIENCE, NON-APPROPRIATION OF FUNDS, OR FORCE MAJEURE
- J.6 ACTION UPON TERMINATION

SECTION K - CONTRACT CLOSE-OUT

- K.1 RECORD DOCUMENTS
- K.2 OPERATION AND MAINTENANCE MANUALS
- K.3 COMPLETION NOTICES
- K.4 TRAINING
- K.5 EXTRA MATERIALS
- K.6 ENVIRONMENTAL CLEAN-UP
- K.7 CERTIFICATE OF OCCUPANCY
- K.8 OTHER CONTRACTOR RESPONSIBILITIES
- K.9 SURVIVAL

SECTION L – GENERAL PROVISIONS

- L.1 NO THIRD PARTY BENEFICIARIES
- L.2 SEVERABILITY
- L.3 ACCESS TO RECORDS
- L.4 WAIVER
- L.5 SUCCESSORS IN INTEREST
- L.6 GOVERNING LAW
- L.7 APPLICABLE LAW
- L.8 NON-EXCLUSIVE RIGHTS AND REMEDIES
- L.9 INTERPRETATION
- L.10 LITIGATION

**CITY OF GLADSTONE GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS
("City General Conditions")**

**SECTION A
GENERAL PROVISIONS**

A.1 DEFINITION OF TERMS

In the Contract Documents the following terms shall be as defined below:

APPLICABLE LAWS, means all federal, state and local laws, codes, rules, regulations and ordinances, as amended applicable to the Work, to the Contract, or to the parties individually.

ARCHITECT/ENGINEER, means the Person appointed by the City to make drawings and specifications and, to provide contract administration of the Work contemplated by the Contract to the extent provided herein or by supplemental instruction of City (under which City may delegate responsibilities to the Architect/Engineer), in accordance with ORS Chapter 671 (Architects) or ORS Chapter 672 (Engineers) and administrative rules adopted thereunder.

AVOIDABLE DELAYS, mean any delays other than Unavoidable Delays, and include delays that otherwise would be considered Unavoidable Delays but that: (a) Could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors; (b) Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract Time; (c) Do not impact activities on the accepted critical path schedule; and (d) Are associated with the reasonable interference of other contractors employed by the City that do not necessarily prevent the completion of the whole Work within the Contract Time.

BIDDER, means a bidder in connection with Instructions to Bidders or a proposer in connection with a Request for Proposals, or Solicitation Document. May also be referenced as "Offeror," "Quoter" or "Proposer" based on the type of Solicitation Document.

CHANGE ORDER, means a written order which, when fully executed by the Parties to the Contract, constitutes a change to the Contract Documents. Change Orders shall be issued in accordance with the changes provisions in Section D and, if applicable, establish a Contract Price or Contract Time adjustment. A Change Order shall not be effective until executed by both parties.

CITY, means City of Gladstone or any component unit thereof. However, nothing in these City General Conditions is intended to abrogate the separate design professional responsibilities of Architects under ORS Chapter 671 or of Engineers under ORS Chapter 672.

CLAIM, means a demand by Contractor pursuant to Section D.3 for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in these City General Conditions.

CONTRACT, means the written agreement between the City and the Contractor comprised of the Contract Documents which describe the Work to be done and the obligations between the parties.

CONTRACT DOCUMENTS, means the Contract, City General Conditions, Supplemental General Conditions if any, Plans, Specifications, the accepted Offer, Solicitation Document and addenda thereto, Instructions to Offerors, and Supplemental Instructions to Offerors.

CONTRACT PERIOD, as set forth in the Contract Documents, means the total period of time beginning with the full execution of a Contract and, if applicable, the issuance of a Notice to Proceed and concluding upon Final Completion.

CONTRACT PRICE, means the total price reflected in the Contract.

CONTRACT TIME, means any incremental period of time allowed under the Contract to complete any portion of the Work as reflected in the Project schedule.

CONTRACTOR, means the Person awarded the Contract for the Work contemplated.

DAYS, are calendar days, including weekdays, weekends and holidays, unless otherwise specified.

DEFECTIVE WORK, means Work that is not completed in accordance with the Specifications or the requirements of the Contract.

DIRECT COSTS, means, unless otherwise provided in the Contract Documents: the cost of materials, including sales tax and the cost of delivery; cost of labor which shall only include the applicable prevailing wage and fringe benefit (if applicable, and if paid to or on behalf of the employee) rate plus a maximum of a twelve percent (12%) markup on the prevailing wage (but not the fringe benefit) to cover Contractor's labor burden including but not limited to social security, Medicare, unemployment insurance, workers' compensation insurance, sick leave pay; substantiated Project cost increases for specific insurance (including, without limitation, Builder's Risk Insurance and Builder's Risk Installation Floater) or bond premiums; rental cost of equipment, and machinery required for execution of the Work; and the additional costs of field personnel directly attributable to the Work; travel expense reimbursement only if specifically authorized and only to the extent allowable under the City Contractor Travel Reimbursement Policy, hereby incorporated by reference.

FINAL COMPLETION, means the final completion of all requirements under the Contract, including Contract Closeout as described in Section K but excluding Warranty Work as described in Section I.2, and the final payment and release of all retainage, if any.

FORCE MAJEURE, means an act, event or occurrence caused by fire, riot, war, acts of God, terrorism, nature, sovereign, or public enemy, strikes, freight embargoes or any

other act, event or occurrence that is beyond the control of the party to the Contract who is asserting Force Majeure.

NOTICE TO PROCEED, means the official written notice from the City stating that the Contractor is to proceed with the Work defined in the Contract Documents.

OFFER, means a bid in connection with Instructions to Bidders or a proposal in connection with a Request for Proposals, or Solicitation Document to do the work stated in the Solicitation Document at the price quoted. May also be referenced as "Bid," "Quote," or "Proposal" based on the type of Solicitation Document.

OVERHEAD, means those items which may be included in the Contractor's markup (general and administrative expense and profit) and that shall not be charged as Direct Cost of the Work, including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman (i.e., superintendents and project managers), labor rates and fringe benefits above the applicable prevailing wage and fringe benefit (if applicable, and if paid to or on behalf of the employee), Contractor's labor burden for fringe benefit if paid to the employee, expenses of Contractor's offices and supplies at the Project Site (e.g. job trailer) and at Contractor's principal place of business and including expenses of personnel staffing the Project Site office and Contractor's principal place of business, and Commercial General Liability Insurance and Automobile Liability Insurance.

OWNER, means the City of Gladstone or any component unit thereof. Owner may elect, by written notice to Contractor, to delegate certain duties to more than one agent, including without limitation, to an Architect/Engineer. However, nothing in these City General Conditions is intended to abrogate the separate design professional responsibilities of Architects under ORS Chapter 671 or of Engineers under ORS Chapter 672.

PERSON, means a natural person or entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, a nonprofit, a trust, or any other entity possessing the legal capacity to contract.

PLANS, means the drawings which show the location, type, dimensions, and details of the Work to be done under the Contract.

PRODUCT DATA, means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

PROJECT, means the total undertaking to be accomplished for City by architects/engineers, contractors, and other others, including planning, study, design, construction, testing, commissioning, start-up, of which the Work to be performed under the Contract Documents is a part.

PROJECT SITE, means the specific real property on which the Work is to be performed, including designated contiguous staging areas, that is identified in the Plans, Specifications and Drawings.

PUNCH LIST, means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of the Contract.

RECORD DOCUMENT, means the as-built Plans, Specifications, testing and inspection records, product data, samples, manufacturer and distributor/supplier warranties evidencing transfer of ownership to City, operational and maintenance manuals, shop drawings, correspondence, certificate(s) of occupancy, and other documents listed in Subsection B.9.1 of these City General Conditions, recording all Services performed.

SAMPLES, means physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SHOP DRAWINGS, means drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any sub-subcontractor), manufacturer, supplier, or distributor to illustrate some portion of the Work.

SOLICITATION DOCUMENT, means an Invitation to Bid, Request for Proposals, Request for Quotes, or other written document issued by City that outlines the required Specifications necessary to submit an Offer.

SPECIFICATION, means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item included in the Solicitation Document. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the Work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

SUBCONTRACTOR, means a Person having a direct contract with the Contractor, or another Subcontractor of any tier, to perform one or more items of the Work.

SUBSTANTIAL COMPLETION, means the date when the City accepts in writing the construction, alteration or repair constituting the Work or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. Substantial Completion of facilities with operating systems occurs only after thirty (30) continuous Days of successful, trouble-free operation of the operating systems as provided in Section K.3.2.

SUBSTITUTIONS, means items that in function, performance, reliability, quality, and general configuration are the same or better than the product(s) specified. Substitutions also means the performance of the Work by a labor force other than what is submitted in the Offer.

SUPPLEMENTAL GENERAL CONDITIONS, means those conditions that remove from, add to, or modify these City General Conditions. Public Improvement Supplemental General Conditions may be included in the Solicitation Document or may be a separate attachment to the Contract.

UNAVOIDABLE DELAYS, mean delays other than Avoidable Delays that are: (a) to the extent caused by any actions of the City, or any other employee or agent of the City, or by a separate contractor employed by the City; (b) to the extent caused by any Project Site conditions which differ materially from the conditions that would normally be expected to exist and inherent to the construction activities defined in the Contract Documents; or (c) to the extent caused by Force Majeure acts, or events or occurrences.

WORK, means the furnishing of all materials, equipment, labor, transportation, services, incidentals, those permits and regulatory approvals not provided by the City necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents for the

Project.

A.2 SCOPE OF WORK

The Work contemplated under the Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all work in connection with the Project described in the Contract Documents. The Contractor shall perform all Work necessary so that the Project can be legally occupied and fully used for the intended use as set forth in the Contract Documents.

A.3 INTERPRETATION OF CONTRACT DOCUMENTS

A.3.1 Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following descending order of precedence:

- (a) The Contract and any amendments thereto, including Change Orders, with those of later date having precedence over those of an earlier date;
- (b) The Supplemental General Conditions;
- (c) City General Conditions;
- (d) Plans and Specifications;
- (e) The Solicitation Document, and any addenda thereto.

A.3.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the City's interpretation in writing as determined in City's sole discretion.

A.3.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the City. Matters concerning and interpretation of requirements of the Contract Documents will be decided by the City in the City's sole discretion, who may delegate that duty in some instances to the Architect/Engineer. Responses to Contractor's requests for interpretation of Contract Documents will be made in writing by City (or the Architect/Engineer) within any time limits agreed upon or otherwise with reasonable promptness. Contractor shall not proceed without direction in writing from the City (or Architect/Engineer).

A.3.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations in effect in the jurisdiction where the Project Site is located on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND PROJECT SITE

A.4.1 It is understood that the Contractor, before submitting an Offer, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The City will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the City, or with the Architect/Engineer either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. Contractor shall at all times be responsible for all utility locates regardless of the ownership of such utility infrastructure or service.

A.4.2 Should the Plans or Specifications fail to particularly describe the materials, kind of goods, or details of construction of any aspect of the Work, Contractor shall have the duty to make inquiry of the City and Architect/Engineer as to what is required prior to performance of the Work. Absent Specifications to the contrary, the materials or processes that would normally be used to produce first quality finished Work shall be considered a part of the Contract requirements.

A.4.3 Any design errors or omissions noted by the Contractor shall be reported promptly to the City, including without limitation, any nonconformity with Applicable Laws.

A.4.4 If the Contractor believes that adjustments to cost or Contract Time are involved because of clarifications or instructions issued by the City (or Architect/Engineer) in response to the Contractor's notices or requests for information, the Contractor must submit a written request to the City, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt by Contractor of the clarifications or instructions issued. If the City denies Contractor's request for additional compensation, additional Contract Time, or other relief that Contractor believes results from the clarifications or instructions, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process. If the Contractor fails to perform the obligations of Sections A.4.1 to A.4.3, the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations.

A.4.5 If the Contractor believes that adjustments to cost or Contract Time are involved because of an Unavoidable Delay caused by differing Project Site conditions, the Contractor shall notify the City immediately of differing Project Site conditions before the area has been disturbed. The City will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If Contractor and the City agrees that a differing Project Site condition exists, any adjustment to compensation or Contract Time will be determined based on the process set forth in Section D.2.2 for adjustments to or deletions from Work. If the City disagrees that a differing Project Site condition exists and denies Contractor's request for additional compensation or Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

A.5 INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under the Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of the City as those terms are used in ORS 30.265.

A.6 RETIREMENT SYSTEM STATUS AND TAXES

Contractor represents and warrants that it is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under the Contract. Contractor will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual. Unless the Contractor is subject to backup withholding, City will not withhold from such payments any amount(s) to cover Contractor's federal or state tax obligations.

A.7 GOVERNMENT EMPLOYMENT STATUS

A.7.1 If this payment is to be charged against federal funds, Contractor represents and warrants that it is not currently employed by the Federal Government. This does not preclude the Contractor from holding another contract with the Federal Government.

SECTION B ADMINISTRATION OF THE CONTRACT

B.1 CITY'S ADMINISTRATION OF THE CONTRACT

- B.1.1 The City shall administer the Contract as described in the Contract Documents throughout the term of the Contract, including the one- year period for correction of Work. The City will act as provided in the Contract Documents, unless modified in writing in accordance with other provisions of the Contract. In performing these tasks, the City may rely on the Architect/Engineer or other agents to perform some or all of these tasks.
- B.1.2 The City may visit the Project Site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the City informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the City against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The City will not make exhaustive or continuous on-Project Site inspections to check the quality or quantity of the Work. Unless otherwise required in a Change Order, the City will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.
- B.1.3 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the City and Contractor shall communicate with each other within a reasonable time frame about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the City.
- B.1.4 Based upon the Architect/Engineer's evaluations of the Contractor's Application for Payment, or unless otherwise stipulated by the City, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

B.2 CONTRACTOR'S MEANS AND METHODS; MITIGATION OF IMPACTS

- B.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the Project Site safety thereof and, except as stated below, shall be fully and solely responsible for the Project Site safety of such means, methods, techniques, sequences or procedures.
- B.2.2 The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the Project, including those caused by authorized changes, which may affect cost, schedule, or quality.
- B.2.3 The Contractor is responsible for the actions of all its personnel, laborers, suppliers, agents, and Subcontractors on the Project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

B.3 MATERIALS AND WORKMANSHIP

- B.3.1 The intent of the Contract Documents is to provide for the construction and completion of every detail of the Work described. All Work shall be performed in a professional manner and, unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.
- B.3.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's sole expense and within a reasonable timeframe.
- B.3.3 Work done and materials furnished may be subject to inspection and/or observation and testing by the City to determine if they conform to the Contract Documents. Inspection of the Work by the City does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.
- B.3.4 Contractor shall furnish adequate facilities, as required, for the City to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms.
Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.
- B.3.5 The Contractor shall furnish Samples of materials for testing by the City and include the cost of the Samples in the Contract Price.

B.4 PERMITS

Contractor shall obtain and pay for all necessary permits, licenses and fees, except for those specifically excluded in the Supplemental General Conditions, as required for the project. Contractor shall be responsible for all violations of the law. Contractor shall give all requisite notices to public authorities.

B.5 COMPLIANCE WITH GOVERNMENT REGULATIONS

- B.5.1 Contractor shall comply with Applicable Laws, as amended pertaining to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following, as applicable and as may be amended from time to time:
- (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended; (vi) all regulations and administrative rules established pursuant to any applicable laws; and (vii) all other applicable requirements of federal, state, county or other local government entity statutes, rules and regulations.
- B.5.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, and
- (a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as that term is defined in ORS 408.225, in the awarding of subcontracts.
 - (b) Contractor shall maintain, in current and valid form, all licenses and certificates required by Applicable Laws or the Contract when performing the Work.
- B.5.3 Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.021 at the time they submit their bids to the Contractor.
- B.5.4 Contractor shall certify that each landscape contracting business, as defined in ORS 671.520(2), performing Work under the Contract holds a valid landscape construction professional license issued pursuant to ORS 671.560.
- B.5.5 The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (877) 668-4001.
- B.5.6 Failure to comply with any or all of the requirements of B.5.1 through B.5.5 shall be a material breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

B.6 SUPERINTENDENCE

Contractor shall keep on the Project Site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the City and who shall represent the Contractor on the Project Site. Directions given to the superintendent by the City shall be confirmed in writing to the Contractor.

B.7 INSPECTION

- B.7.1 City shall have access to the Work at all times.
- B.7.2 Inspection of the Work will be made by the City at its discretion. The City will have authority to reject Work that does not conform to the Contract Documents in the City's sole discretion. Any Work found to be not in conformance with the Contract Documents, in the discretion of the City, shall be removed and replaced at the Contractor's expense.
- B.7.3 Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by Applicable Laws or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the City, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the City timely notice of when and where tests and inspections are to be made so that the City may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the City.
- B.7.4 As required by the Contract Documents, Work done or material used without required inspection or testing and/or without providing timely notice to the City may be ordered removed at the Contractor's expense.
- B.7.5 If directed to do so by City or other permitting authority any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without required testing or inspection or sufficient notice to the City, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the City, the uncovering and restoration will be paid for pursuant to a Change Order.
- B.7.6 If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the City's and Architect/Engineer's services and expenses, shall be at the Contractor's expense.
- B.7.7 In City's sole discretion, it may authorize other interested parties to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the City.

B.11 SUBCONTRACTS AND ASSIGNMENT

- B.11.1 Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these General Conditions and Supplemental General Conditions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the City thereunder, unless (1) the same are clearly inapplicable to the subcontract at issue because of legal requirements or industry practices, or (2) specific exceptions are requested by Contractor and approved in writing by City. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with sub- subcontractors at any level.
- B.11.2 At City's request, Contractor shall submit to City prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If City disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to City's satisfaction. City's review, comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.
- B.11.3 Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under the Contract, in whole or in part, without the prior written approval of the City. No such written approval shall relieve Contractor of any obligations of the Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

B.13 CITY'S RIGHT TO DO WORK

City reserves the right to perform other or additional work at or near the Project Site with other agents than those of the Contractor. If such work takes place within or next to the Project Site, Contractor shall coordinate work with the other contractors or agents, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all agents involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The City will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the City will establish work priority (including the Work) in the City's sole discretion.

B.14 OTHER CONTRACTS

In all cases and at any time, the City has the right to execute other contracts related to or unrelated to the Work of the Contract. The Contractor of the Contract shall fully cooperate with any and all other contractors without additional cost to the City in the manner described in Section B.13.

B.17 ALLOWANCES

- B.17.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct.
- B.17.2 Unless otherwise provided in the Contract Documents:
- (a) when finally reconciled, allowances shall cover the cost of the Contractor's materials and equipment delivered at the Project Site and all required taxes, less applicable trade discounts;
 - (b) Contractor's costs for unloading and handling at the Project Site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
 - (c) Whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (i) the difference between actual costs and the allowances under Section B.17.2(a) and (ii) changes in Contractor's costs under Section B.17.2(b);
 - (d) Unless City requests otherwise, Contractor shall provide to City a proposed fixed price for any allowance work prior to its performance.

B.18 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- B.18.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of City if approval authority has not been delegated to the Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals. City reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples.
- B.18.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Architect/Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.
- B.18.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect/Engineer without action.
- B.18.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.
- B.18.5 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (i) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) a Change Order has been executed by City authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.
- B.18.6 In the event that City elects not to have the obligations and duties described under this Section B.18 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by City on the Project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the City.

B.19 SUBSTITUTIONS

The Contractor may make Substitutions only with the written consent of the City, after evaluation by the City and only in accordance with a Change Order. Substitutions shall be subject to the requirements of the Solicitation Document. By making requests for Substitutions, the Contractor represents that the Contractor has personally investigated the proposed substitute product; represents that the Contractor will provide the same warranty for the Substitution that the Contractor would for the product originally specified unless approved otherwise; certifies that the cost data presented is complete and includes all related costs under the Contract including redesign costs, and waives all claims for additional costs related to the Substitution which subsequently become apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

B.20 USE OF PLANS AND SPECIFICATIONS

Plans, Specifications and related Contract Documents furnished to Contractor by City or City's Architect/Engineer shall be used solely for the performance of the Work under the Contract. Contractor and its Subcontractors and suppliers are authorized to use and reproduce applicable portions of such documents appropriate to the execution of the Work, but shall not claim any ownership or other interest in them beyond the scope of the Contract, and no such interest shall attach. Unless otherwise indicated, all common law, statutory and other reserved rights, in addition to copyrights, are retained by City.

SECTION C WAGES AND LABOR

C.1 PREVAILING WAGE RATES ON PUBLIC WORKS

Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Pursuant to ORS 279C.830(1)(d), Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts. If the Work is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act, Contractor shall pay the higher of the applicable state or federal prevailing rate of wage. Contractor shall provide written notice to all workers of the number of hours per day and days per week such workers may be required to work.

C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS

- C.2.1 In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the City on the form prescribed by the Commissioner of the Bureau of Labor and Industries ("BOLI"), certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the Project and further certifying that no worker employed on the Project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read the certified statement, that the Contractor or Subcontractor knows the contents of the certified statement, and, that to the Contractor's or Subcontractor's best knowledge and belief, the certified statement is true. The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the Project shall be submitted once a month, by the fifth (5th) business day of the following month. The Contractor and Subcontractors shall preserve the certified statements for a period of ten (10) years from the date of completion of the Contract.
- C.2.2 Pursuant to ORS 279C.845(7), the City shall retain 25 percent of any amount earned by the Contractor on the Project until the Contractor has filed the certified statements required by section C.2.1. The City shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.
- C.2.3 Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this Project until the first-tier Subcontractor has filed with the City the certified statements required by C.2.1. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement. Within 14 days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.
- C.2.4 In accordance with statutory requirements and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by City to the Commissioner.

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

- C.3.1 As a condition to City's performance hereunder, the Contractor shall:
- C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in the Contract.
- C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund or successor program from such Contractor or Subcontractor incurred in the performance of the Contract.
- C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against City, or assign any sums due by City, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the City.
- C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- C.3.2 As a condition to City's performance hereunder, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with the Project as such claim becomes due, the proper officer(s) representing the City may pay the claim and charge the amount of the payment against funds due or to become due the Contractor under the Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.
- C.3.3 Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) Days out of such amounts as are paid to the Contractor by the City under such contract.
- C.3.4 All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

C.4 PAYMENT FOR MEDICAL CARE

As a condition to City's performance hereunder, Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums of which the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

C.5 HOURS OF LABOR

As a condition to City's performance hereunder, no person shall be employed to perform Work under the Contract for more than ten (10) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

- (a) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive Days, Monday through Friday; or

- (b) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive Days, Monday through Friday; and
- (c) For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

This Section C.5 will not apply to Contractor's Work under the Contract to the extent Contractor is currently a party to a collective bargaining agreement with any labor organization.

This Section C.5 shall not excuse Contractor from completion of the Work within the time required under the Contract.

**SECTION D
CHANGES IN THE WORK**

D.1 CHANGES IN WORK

D.1.1 The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written agreement and then only after any necessary approvals have been obtained. A Change Order is required to modify the Contract, which shall not be effective until its execution by the parties to the Contract and all approvals required by public contracting laws have been obtained.

D.1.2 It is mutually agreed that changes in Plans, quantities, or details of construction may be necessary or desirable during the course of construction. Within the general scope of the Contract, the City may at any time, without notice to the sureties and without impairing the Contract, require changes it deems necessary or desirable within the scope of this Project and consistent with this Section D.1. All changes to the Work shall be documented and Change Orders shall be executed under the conditions of the Contract Documents. Such changes may include, but are not limited to:

- (a) Modification of specifications and design.
- (b) Increases or decreases in quantities.
- (c) Increases or decreases to the amount of Work.
- (d) Addition or elimination of any Work item.
- (e) Change in the duration of the Project.
- (f) Acceleration or delay in performance of Work.
- (g) Deductive changes.

Deductive changes are those that reduce the scope of the Work, and shall be made by mutual agreement whenever feasible. In cases of suspension or partial termination under Section J, City reserves the right to unilaterally impose a deductive change and to self-perform such Work, for which the provisions of Section B.13 (City's Right to Do Work) shall then apply. Adjustments in compensation shall be made under Section D.1.3, in which costs for deductive changes shall be based upon a Direct Costs adjustment together with the related percentage markup specified for profit, Overhead and other indirect costs, unless otherwise agreed to by City.

D.1.3 The City and Contractor agree that adjustments to or deletions from the Work shall be administered and compensated according to the following:

- (a) **Unit Pricing:** Unit pricing may be utilized at the City's option when unit prices or solicitation alternates were provided that established the cost for adjustments to Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the adjustment to Work.
- (b) **Fixed Fee:** If the City elects not to utilize unit pricing, or in the event that unit pricing is not available or appropriate, fixed pricing may be used for adjustments to or deletions from the Work. In fixed pricing, the basis of payments or total price shall be agreed upon in writing between the parties to the Contract, and shall be established before the Work is done whenever feasible. Notwithstanding the foregoing, the mark-ups set forth in Section D.1.3(c) shall be utilized in establishing fixed pricing, and such mark-ups shall not be exceeded. Cost and price data relating to adjustments to or deletions from the Work shall be supplied by Contractor to City upon request, but City shall be under no obligation to make such requests.
- (c) **Time and Material:** In the event that unit pricing and fixed pricing are not utilized, then adjustments to or deletions from the Work shall be performed on a cost reimbursement basis for Direct Costs. Such Work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. The Contractor or Subcontractor who performs the Work shall be allowed to add up to ten percent (10%) markup to the Direct Costs as full compensation for profit, Overhead and other indirect costs for Work performed with the Contractor's or Subcontractor's own agents

Each ascending tier Subcontractor or the Contractor that did not perform the Work, will be allowed to add up to five percent (5%) supplemental markup on the Direct Costs of the Work (but not the above allowable markups) covered by a Change Order. No additional markup shall be permitted for any third tier or greater descending Subcontractor.

Example: \$20,000 of Direct Costs Work performed by a 2nd Tier Subcontractor

	Markup	Allowed Total Fee Plus Markup
General Contractor	5%	\$1,000.00
1 st Tier Sub Contractor	5%	\$1,000.00
2 nd Tier Sub Contractor	10%	\$22,000.00

- (d) Payments made to the Contractor shall be complete compensation for Overhead, profit, and all costs that were incurred by the Contractor or by other agents furnished by the Contractor, including Subcontractors, for adjustments to or deletions from the Work pursuant to a Change Order. City may establish a maximum cost for additional Work under this Section D.1.3, which shall not be exceeded for reimbursement without additional written authorization from City in the form of a Change Order. Contractor shall not be required to complete such additional Work without additional authorization.

D.1.4 Any necessary adjustment of Contract Time that may be required as a result of adjustments to or deletions from the Work must be agreed upon by the parties

before the start of the revised Work unless City authorizes Contractor to start the revised Work before agreement on Contract Time adjustment.

Contractor shall submit any request for additional compensation (and additional Contract Time if Contractor was authorized to start Work before an adjustment of Contract Time was approved) as soon as possible but no later than thirty (30) Days after receipt of City's request for additional Work. If Contractor's request for additional compensation or adjustment of Contract Time is not made within the thirty (30) Day time limit, Contractor's requests pertaining to that additional Work shall be barred. The thirty (30) Day time limit for making requests shall not be extended for any reason, including without limitation Contractor's claimed inability to determine the amount of additional compensation or adjustment of Contract Time, unless an extension is granted in writing by City. If the City denies Contractor's request for additional compensation or adjustment of Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process. No other reimbursement, compensation, or payment will be made, except as provided in Section D.1.5 for impact claims.

- D.1.5 If any adjustment to Work under Section D.1.3 causes an increase or decrease in the Contractor's cost of, or the Contract Time required for the performance of any other part of the Work under the Contract, Contractor shall submit a written request to the City, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt of City's request for adjustments to or deletions from the Work by Contractor.

The thirty (30) Day time limit applies to claims of Subcontractors, suppliers, or manufacturers who may be affected by City's request for adjustments to or deletions from the Work and who request additional compensation or an extension of Contract Time to perform; Contractor has responsibility for contacting its Subcontractors, suppliers, or manufacturers within the thirty (30) Day time limit, and including their requests with Contractor's requests. If the request involves Work to be completed by Subcontractors, or materials to be furnished by suppliers or manufacturers, such requests shall be submitted to the Contractor in writing with full analysis and justification for the adjustments to compensation and Contract Time requested. The Contractor shall analyze and evaluate the merits of the requests submitted by Subcontractors, suppliers, and manufacturers to Contractor prior to including those requests and Contractor's analysis and evaluation of those requests with Contractor's requests for adjustments to compensation or Contract Time that Contractor submits to the City. Failure of Subcontractors, suppliers, manufacturers or others to submit their requests to Contractor for inclusion with Contractor's requests submitted to City within the time period and by the means described in this section shall constitute a waiver of these Subcontractor claims. The City will not consider direct requests or claims from Subcontractors, suppliers, manufacturers or others not a party to the Contract. The consideration of such requests and claims under this section does not give any Person, not a party to the Contract the right to bring a claim against City, whether in this claims process, in litigation, or in any dispute resolution process.

If the City denies the Contractor's request for adjustment to compensation or Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

- D.1.6 No request or Claim by the Contractor for additional costs or an adjustment of Contract Time shall be allowed if made after receipt of final payment application under the Contract. Final payment application must be made by Contractor within the time required under Section E.6.4.
- D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The Contractor agrees that it will work in good faith with City to undertake changes, when agreed upon by execution of a Change Order. Each change will be evaluated for extension of Contract Time and increase or decrease in compensation based on its own merit.

D.2 DELAYS

- D.2.1 Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.

- D.2.2 In the event of Unavoidable Delays, Contractor may be entitled to the following:

- (a) Contractor may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described in Section D.2.1.2 (a) and (b).
- (b) Contractor may be entitled to additional Contract Time for Unavoidable Delays described in Section D.2.1.2(c) and (d).

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.2 for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing Project Site conditions for which a review process is established under Section A.4.5, Contractor shall submit a written notification of the delay to the City within two (2) Days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the Project components impacted by the delay, and the anticipated additional Contract Time extension or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) Days after the cause of the delay has been mitigated, or in no case more than thirty (30) Days after the initial written notification, the Contractor shall submit to the City, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay. If the City denies Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

If Contractor does not timely submit the notices required under this Section D.2, Contractor's Claim shall be barred.

D.3 CLAIMS REVIEW PROCESS

- D.3.1 All Contractor Claims shall be referred to the City for review. Contractor's Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the City within five (5) Days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in these City General Conditions. Within thirty (30) Days after the initial Claim, City shall receive from Contractor a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Unless the Claim is made in accordance with these time requirements, it shall be barred.
- D.3.2 The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include all information, records and documentation necessary for the City to properly and completely evaluate the claim, including, but not limited to a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the City. The City will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to the Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against City.
- D.3.3 The City, through the Architect/Engineer (or other employee or agent assigned by the City) will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and City in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) recommend approval of all or part of the Claim; (5) arrange a meeting with the Contractor for formal review of the Claim; or (6) propose an alternate resolution.
- D.3.4 Once the Engineer or Project Manager determines the City is in receipt of a properly submitted claim, the Engineer or Project Manager may arrange a meeting, as agreed by the parties, with the Contractor in order to present the claim for formal review and discussion. A person authorized by the Contractor to execute Change Orders on behalf of the Contractor must be present and attend all claim meetings.
- D.3.5 The City's decision, through the Architect/Engineer (or other employee or agent assigned by the City), shall be final and binding on the Contractor unless appealed by written notice to the City within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the City, through the appropriate department director, shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- D.3.6 If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the City deems necessary to analyze the claim, the Contractor is deemed to have waived its right to further review, and the Claim will not be considered properly filed and preserved.
- D.3.7 Both parties agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the issuance of the appeal in Section D. 3.4 above. If the parties are unable to resolve their issues through mediation or otherwise, either party may seek redress through all available remedies in equity or in law.
- D.3.8 Unless otherwise directed by City, Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the City, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease or delay Work, in whole or in part, without a written stop work order from the City.

SECTION E PAYMENTS

E.1 SCHEDULE OF VALUES

The Contractor shall submit, by or before the pre-construction conference (as described in Section H.1.3), a schedule of values ("Schedule of Values") for the Contract Work. This schedule shall provide a breakdown of values for the Contract Work and will be the basis for progress payments. The breakdown shall demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the City, this schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by City, Contractor shall revise the schedule of values and resubmit the same for approval of City.

E.2 APPLICATIONS FOR PAYMENT

- E.2.1 City shall make progress payments on the Contract monthly as Work progresses, in accordance with the requirements of this Section E.2 and ORS 279C.570. Applications for payment shall be based upon estimates of Work completed and the Schedule of Values. As a condition precedent to City's obligation to pay, all applications for payment shall be approved by the City. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. City shall pay to Contractor interest in accordance with ORS 279C.570 for overdue invoices, not including retainage, due the Contractor. Overdue invoices will be those that have not been paid within the earlier of:

- (a) Thirty (30) days after receipt of the invoice; or
- (b) Fifteen (15) days after the payment is approved by the City.

Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, City shall so notify the Contractor within fifteen (15) Days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven (7) Days of being notified by the City, shall not cause a payment to be made later than specified in this section unless interest is also paid. Payment of interest will be postponed when payment on the principal is delayed because of disagreement between the City and the Contractor.

City reserves the right, instead of requiring the Contractor to correct or resubmit a defective or improper application for payment, to reject the defective or improper portion of the application for payment and pay the remainder of the application for such amounts which are correct and proper.

City, upon written notice to the Contractor, may elect to make payments to the Contractor only by means of Electronic Funds Transfers ("EFT") through Automated Clearing House ("ACH") payments. If City makes this election, the Contractor shall arrange for receipt of the EFT/ACH payments.

E.2.2 Contractor shall submit to the City an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to Subcontractors. Contractor shall include in its application for payment a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values which shall aggregate to the payment application total, and shall include, on the face of each copy thereof, a certificate in substantially the following form:

"I, the undersigned, hereby certify that the above bill is true and correct, and the payment therefore, has not been received.

Signed: _____ Dated: __"

E.2.3 Generally, applications for payment will be accepted only for materials that have been installed. Under special conditions, applications for payment for stored materials will be accepted at City's sole discretion. Such a payment, if made, will be subject to the following conditions:

- (a) The request for stored material shall be submitted at least thirty (30) Days in advance of the application for payment on which it appears. Applications for payment shall be entertained for major equipment, components or expenditures only.
- (b) The Contractor shall submit applications for payment showing the quantity and cost of the material stored.
- (c) The material shall be stored in a bonded warehouse and City shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
- (d) The Contractor shall name the City as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the City.
- (e) Payments shall be made for materials and equipment only. The submitted amount in the application for payment shall be reduced by the cost of transportation from the storage site to the Project Site and for the cost of an inspector to verify delivery and condition of the goods at the storage site. The cost of storage and inspection shall be borne solely by the Contractor.
- (f) Within sixty (60) Days of the application for payment, the Contractor shall submit evidence of payment covering the material and/or equipment stored and of payment for the storage site.
- (g) Payment for stored materials and/or equipment shall in no way indicate acceptance of the materials and/or equipment or waive any rights under the Contract for the rejection of the Work or materials and/or equipment not in conformance with the Contract Documents.
- (h) All required documentation shall be submitted with the respective application for payment.

E.2.4 The City reserves the right to withhold all or part of a payment, or may nullify in whole or part any payment previously made, to such extent as may be necessary in the City's opinion to protect the City from loss because of:

- (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with Applicable Laws or the Contract Documents;
- (b) third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the City is provided by the Contractor;
- (c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case City may issue checks made payable jointly to Contractor and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2);
- (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (e) damage to the Work, City or City's agent;
- (f) reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- (g) failure to carry out the Work in accordance with the Contract Documents; or
- (h) assessment of liquidated damages, when withholding is made for offset purposes.

E.2.5 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- (a) Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage as provided in Section E.5. Pending final determination of cost to the City of changes in the Work, no amounts for changes in the Work can be included in applications for payment until the Contract Price has been adjusted by a Change Order;

(b) Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation in the completed construction (or, if approved in advance by the City pursuant to Section E.2.3, suitably stored off the Project Site at a location agreed upon in writing), less retainage as provided in Section E.5; Subtract the aggregate of previous payments made by the City; and

(c) Subtract any amounts for which the City has withheld or nullified payment as provided in the Contract Documents.

E.2.6 Contractor's applications for payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or materials supplier.

E.2.7 The Contractor warrants to City that title to all Work covered by an application for payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment all Work for which payments are received from the City shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided financing, labor, materials and equipment relating to the Work.

E.2.8 If Contractor disputes any determination by City with regard to any application for payment, Contractor nevertheless shall continue to expeditiously perform the Work. No payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations hereunder.

E.3 PAYROLL CERTIFICATION REQUIREMENT

City's receipt of payroll certification pursuant to Section C.2 of the Contract shall be a condition precedent to City's obligation to pay any progress payments or final payment otherwise due.

E.4 DUAL PAYMENT SOURCES

Contractor shall not be compensated for Work performed under the Contract from any state agency other than the agency that is a party to the Contract.

E.5 RETAINAGE

E.5.1 Retainage shall be withheld and released in accordance with the requirements set forth in Local Contract Review Board Rules or the applicable City standard.

E.5.1.1 City may reserve as retainage from any progress payment in an amount not to exceed five percent of the payment. As Work progresses, City may reduce the amount of retainage on or may eliminate retainage on any remaining monthly Contract payments after fifty (50) percent of the Work under the Contract is completed if, in the City's discretion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is ninety-seven and a half percent (97.5%) completed in City's estimation, the City may, at its discretion and without application by the Contractor, reduce the retained amount to hundred (100) percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, City shall respond in writing within a reasonable time.

E.5.1.2 Contractor may request in writing:

- (a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds and securities of equal value with City or in a custodial account or other mutually agreed account satisfactory to City, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of City;
- (b) for construction projects over \$1,000,000, that retainage be deposited in an interest bearing account, established through the City Treasurer for county agencies, in a bank, savings bank, trust company or savings association for the benefit of City, with earnings from such account accruing to the Contractor; or
- (c) that the City allow Contractor to deposit a surety bond for the benefit of City, in a form acceptable to City, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims in the manner and priority as set forth for retainage.

When the City has accepted the Contractor's election of option (a) or (b), City may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the City has agreed to Contractor's request for option (c), Contractor shall accept like bonds from Subcontractors and suppliers on the Project from which Contractor has required retainages.

E.5.1.3 The retainage held by City shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The City shall pay to Contractor interest at the rate of two thirds of one percent per month on the final payment due Contractor, interest to commence forty-five (45) Days after the date which City receives Contractor's final approved application for payment and Work under the Contract has been completed and accepted and to run until the date when final payment is tendered to Contractor. The Contractor shall notify City in writing when the Contractor considers the Work complete and deliver to City its final application for payment and City shall, within fifteen (15) Days after receiving the written notice and the application for payment, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If City does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run forty-five (45) Days after the end of the fifteen (15) Day period.

E.5.1.4 City will reduce the amount of the retainage if the Contractor notifies the City that the Contractor has deposited in an escrow account with a bank or trust company, in a manner authorized by the City, bonds and securities of equal value of a kind approved by the City and such bonds and securities have in fact been deposited.

E.5.1.5 Contractor agrees that if Contractor elects to reserve a retainage from any progress payment due to any Subcontractor or supplier, such retainage shall not exceed five percent of the payment, and such retainage withheld from Subcontractors and suppliers shall be subject to the same terms and conditions stated in Subsection E.5 as apply to City's retainage from any progress payment due to Contractor.

E.6 FINAL PAYMENT

- E.6.1 Upon completion of all the Work under the Contract, the Contractor shall notify the City, in writing, that Contractor has completed Contractor's obligations under the Contract and shall prepare its application requesting final payment. The amount of final payment will be the difference between the total amount due the Contractor pursuant to the Contract Documents and the sum of all payments previously made. Upon receipt of such notice and application for payment, the City will inspect the Work, and, if acceptable, submit to Contractor a recommendation as to acceptance of the completed Work and the final estimate of the amount due the Contractor. If the Work is not acceptable, City will notify Contractor within fifteen (15) Days of Contractor's request for final payment. Upon approval of this final application for payment by the City and compliance by the Contractor with provisions in Section K, and Contractor's satisfaction of other provisions of the Contract Documents as may be applicable, the City shall pay to the Contractor all monies due under the provisions of these Contract Documents.
- E.6.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the City (1) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the City, (2) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (3) consent of surety, if any, to final payment and (4), if required by the City, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the City. If a Subcontractor refuses to furnish a release or waiver required by the City, the Contractor may furnish a bond satisfactory to the City to indemnify the City against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the City all money that the City may be compelled to pay in discharging such lien.
- E.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.
- E.6.4 Contractor agrees to submit its final payment application within ninety (90) Days after Substantial Completion, unless written extension is granted by City. Contractor shall not delay final payment application for any reason, including without limitation nonpayment of Subcontractors, suppliers, manufacturers or others not a party to the Contract, or lack of resolution of a dispute with City or any other person of matters arising out of or relating to the Contract. If Contractor fails to submit its final payment application within ninety (90) Days after Substantial Completion, and Contractor has not obtained written extension by City, all requests or Claims for additional costs or an extension of Contract Time shall be barred.

SECTION F PROJECT SITE CONDITIONS

F.1 USE OF PREMISES

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, Applicable Laws, permits or directions of the City. Contractor shall follow the City's instructions regarding use of premises, if any.

F.2 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC

- F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage and shall protect the City, workers and property from injury or loss arising in connection with the Contract. Contractor shall remedy acceptably to the City any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the City. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
- F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the Project Site or otherwise engaged in the undertaking of the Work and shall comply with the Contract Documents, best practices and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Project Site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the City. The City has no responsibility for Project Site safety. Project Site safety shall be the responsibility of the Contractor.
- F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner, or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall, immediately and in writing, report to the City, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.
- F.2.4 Contractor shall be responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, vehicles and materials on the Project Site.
- F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials shall be conducted so no release will occur that may pollute or become hazardous.
- F.2.6 In an emergency affecting the safety of life or limb or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the City, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the City. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with section D.
- F.2.7 Contractor shall comply with all City safety rules and regulations, if applicable. Prior to commencement of any Work, Contractor and Subcontractors shall be required to complete a City Contractor Safety Orientation and submit all City required safety plans.
- F.2.8 Contractor shall demonstrate that an employee drug testing program is in place.

F.3 CUTTING AND PATCHING

- F.3.1 If applicable, Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.
- F.3.2 If applicable, Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

F.4 CLEANING UP

From time to time as may be prudent or ordered by the City and, in any event, immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four (24) hours after notification by the City the work may be done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

F.5 ENVIRONMENTAL CONTAMINATION

- F.5.1 Contractor shall be held responsible for and shall indemnify, defend (with counsel of City's choice), and hold harmless City from and against any costs, expenses, damages, claims, and causes of action, or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Work or Contractor's obligations under the Contract which occur as a result of, or are contributed by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents (except to the extent otherwise void under ORS 30.140). Nothing in this section F.5.1 shall limit Contractor's responsibility for obtaining insurance coverages required under Section G.3 of the Contract, and Contractor shall take no action that would void or impair such coverages.
- F.5.1.1 Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of City and regulatory agencies having jurisdiction in a manner that complies with Applicable Laws. Cleanup shall be at no cost to the City and shall be performed by properly qualified and, if applicable, licensed personnel.
- F.5.1.2 Unless otherwise approved in the Solicitation Document, Contractor shall obtain the City's written consent prior to bringing onto the Project Site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any Applicable Laws. In any event, Contractor shall provide prior written notice to City when hazardous materials are brought on to the Project Site. The Contractor, at all times, shall:
- (a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials on the Project Site, in accordance with all Applicable Laws;
 - (b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Project Site; and
 - (c) promptly clean up and remediate, without cost to the City, such spills, releases, discharges, or leaks to the City's satisfaction and in compliance with all Applicable Laws.
- F.5.2 Contractor shall report all reportable quantity releases, as such releases are defined in Applicable Laws. Upon discovery, regardless of quantity, Contractor must verbally report all releases to the City in a prompt manner. A written follow-up report shall be submitted to City within 48 hours of the telephonic report. Such written report shall contain, as a minimum:
- (a) Description of items released (identity, quantity, manifest numbers, and any and all other documentation required by law).
 - (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when reported.
 - (c) Exact time and location of release, including a description of the area involved.
 - (d) Containment procedures initiated.
 - (e) Summary of communications about the release between Contractor and State, local or federal officials other than City. Any communication to the press will be done by City and Contractor will defer to City.
 - (f) Description of cleanup procedures employed or to be employed at the Project Site, including disposal location of spill residue.
 - (g) Personal injuries, if any, resulting from, or aggravated by, the release.

F.6 ENVIRONMENTAL CLEAN-UP

- F.6.1 Unless disposition of environmental pollution is specifically a part of the Contract, or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall immediately notify City of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by the Contract. "Hazardous substance(s)" means any hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance, including without limitation asbestos, polychlorinated biphenyl ("PCB"), or petroleum, and any substances, materials or wastes regulated by 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying City of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the Project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or wellbeing of Contractor's or any Subcontractor's work force, property or the environment.
- F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the Project Site, not brought on to the Project Site by Contractor, City shall arrange for the proper disposition of such hazardous substance(s).

SECTION G
INDEMNITY, BONDING, AND INSURANCE

G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY

- G.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under the Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, employees, guests, visitors, invitees and agents.
- G.1.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by City) and hold harmless the City and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to:
- (a) any damage, injury, loss, expense, inconvenience or delay described in this Section G.1; (b) any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the Project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section G.1.2.
- G.1.3 In claims against any person or entity indemnified under Section G.1.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section G.1.2 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

G.2 PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND

- G.2.1 When the Contract price is \$50,000 or more, the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents.
- G.2.2 Bond forms furnished by the City and notarized by Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.
- G.2.3 Before execution of the Contract, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Revised Statutes, Chapter 279C.830 and 279C.836, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

G.3 INSURANCE

- G.3.1 Primary Coverage: Insurance carried by Contractor under the Contract shall be the primary coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.
- G.3.2 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.
- G.3.3 Builder's Risk Insurance:
- G.3.3.1 Builder's Risk: During the term of the Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and architect's fees "soft costs" associated with delay of Project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor. The policy will include as loss payees City, the Contractor and its Subcontractors as their interests may appear.
- G.3.3.2 Builder's Risk Installation Floater: For work other than new construction, Contractor shall obtain and keep in effect during the term of the Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under the Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. The policy will include as loss payees City, the Contractor and its Subcontractors as their interests may appear. City may waive this requirement at its sole and absolute discretion.
- G.3.3.3 Such insurance shall be maintained until City has occupied the facility.
- G.3.3.4 A loss insured under the Builder's Risk insurance shall be adjusted by the City and made payable to the City as loss payee. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The City shall have power to adjust and settle a loss with insurers.
- G.3.4 General Liability Insurance:
- G.3.4.1 Commercial General Liability: Upon execution of a Contract, Contractor shall obtain, and keep in effect at Contractor's expense for the term of the Contract, Commercial General Liability Insurance ("CGL") covering bodily injury and property damage in the amount of not less than \$2,000,000 per claim and \$2,000,000 per occurrence in a form satisfactory to City. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnities provided under the Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis written on ISO Form GC 00 01 (12 04 or later) or an equivalent form approved in advance by City. The CGL shall provide separation of insured language. The policy or policies obtained by Contractor for purposes of fulfilling the requirements of this section shall be primary insurance with respect to the City. Any insurance or self-insurance maintained by the City shall be excess and shall not contribute to it.
- G.3.4.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Automobile Liability Insurance covering owned, and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Contractor shall provide proof of insurance of not less than \$2,000,000 per claim and \$2,000,000 per occurrence. Contractor and its Subcontractors shall be responsible for ensuring that all non-owned vehicles maintain adequate Automobile Liability insurance while on Project Site.
- G.3.4.3 City may adjust the insurance amounts required in Section G.3.4.1 and G.3.4.2 based upon institution specific risk assessments through the issuance of Supplemental General Conditions and a Contract.
- G.3.4.4 To the extent that the Contract Documents require the Contractor to provide professional design services, design-build, or certifications related to systems, materials, or equipment, the Contractor shall (1) purchase and maintain professional liability/errors-and-omissions insurance with limits of not less than \$2,000,000 for each claim and \$2,000,000 general annual aggregate and (2) cause those Subcontractors (of any tier) who are providing professional design services including any design- build services to procure and maintain professional liability/errors-and-omissions insurance with limits of not less than \$2,000,000 for each claim and \$2,000,000 general annual aggregate. This policy shall be for the protection of the City, its elected officials, officers, agents and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to the Contract. The City, at its option, may require a complete copy of the above policy.
- G.3.4.5 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. City's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to City's obligation to make final payment and to City's final acceptance of Work or services and related warranty (if any).
- G.3.4.6 Umbrella Liability (if required by City through issuance of Supplemental General Conditions): Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Umbrella liability Insurance over and above the general liability, automobile liability and workers' compensation coverage if required by City in specified limits at time of requirement.
- G.3.4.7 Pollution Liability may be required by City through issuance of Supplemental General Conditions.
- G.3.5 Additional Insured: The general liability insurance coverage, automobile liability, umbrella, and pollution liability if required, shall include the City as additional

insureds but only with respect to the Contractor's activities to be performed under the Contract. The additional-insured endorsement for CGL insurance must be written on ISO Form CG 20 10 (10 01) and CG 20 37 (10 01), or their equivalent, but shall not use either of the following forms: CG 20 10 (10 93) or CG 20 10 (03 94). Proof of insurance must include a copy of the endorsement showing "City of Gladstone, its elected officials, agents, officers, and employees" as scheduled insureds.

If Contractor cannot obtain an insurer to name the City as additional insureds, Contractor shall obtain at Contractor's expense, and keep in effect during the term of the Contract, City's and Contractors Protective Liability Insurance, naming the City as additional insureds with not less than a \$2,000,000 limit per occurrence. This policy must be kept in effect for 36 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to City prior to execution of the Contract.

- G.3.6 Notice of Cancellation or Change: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by City, the Contractor agrees to stop Work pursuant to the Contract at Contractor's expense, unless all required insurance remain in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the City and its institutions, divisions, officers, and employees.

City shall have the right, but not the obligation, of prohibiting Contractor from entering the Project Site until a new certificate(s) of insurance is provided to City evidencing the replacement coverage. The Contractor agrees that City reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to City.

- G.3.7 Certificate(s) of Insurance/Insurance Carrier Qualification: As evidence of the insurance coverage required by the Contract, the Contractor shall furnish certificate(s) of insurance to the City prior to execution of the Contract. The certificate(s) will specify all of the parties who are additional insureds or loss payees for the Contract. A renewal certificate shall be sent to City at least 10 days prior to coverage expiration. Insurance coverage required under the Contract shall be obtained from insurance companies or entities acceptable to the City and that are eligible to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to conduct an insurance business and issue policies of insurance in the state of Oregon, and certain non-admitted surplus lines insurers that satisfy the requirements of applicable Oregon law and which are subject to approval by the City. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of \$50,000 shall be subject to approval by the City in writing and shall be a condition precedent to the effectiveness of any Contract.

SECTION H

SCHEDULE OF WORK

H.1 CONTRACT PERIOD

- H.1.1 Time is of the essence. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein.
- H.1.2 Notice to Proceed. Unless otherwise directed in the Contract Documents, Contractor shall commence Work on the Project Site within fifteen (15) Days of the Notice to Proceed. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including the Contract, performance bond and payment bond, and certificates of insurance, have been fully executed and submitted in a form acceptable to City.
- H.1.3 Unless otherwise not required in the Construction Documents, Contractor shall participate in a pre-construction conference with the City's representative and designated design team. The purpose of this pre-construction conference is to review the Contractor's proposed Schedule of Values and to review any other Project logistics to be coordinated between the parties. Unless specifically extended by a Change Order, all Work shall be complete by the date contained in the Contract Documents. The City shall have the right to accelerate the completion date of the Work, which may require the use of overtime. Such accelerated Work schedule shall be an acceleration in performance of Work under Section D.1.2(f) and shall be subject to the provisions of Section D.1.
- H.1.4 The City shall not waive any rights under the Contract by permitting the Contractor to continue or complete in whole or in part the Work after the date described in Section H.1.2 above.

H.2 SCHEDULE

- H.2.1 Contractor shall provide, by or before the pre-construction conference, the initial as-planned schedule for review and acceptance by the City. The submitted schedule must illustrate Work by Project components, labor trades, and long lead items broken down by building and/or floor where applicable. If City shall so elect, Contractor shall provide the schedule in CPM format showing the graphical network of planned activities, including i) a reasonably detailed list of all activities required to complete the Work; ii) the time and duration that each activity will take to completion; and iii) the dependencies between the activities. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. The schedule shall include the following: Notice to Proceed or the date the Work commences, if no Notice to Proceed is issued by City, Substantial Completion, and Final Completion. Schedules shall be updated monthly, unless otherwise required by the Contract Documents, and submitted with the monthly application for payment. Acceptance of the Schedule by the City does not constitute agreement by the City as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the City. City reserves the right to negotiate the float if it is deemed to be in City's best interest to do so. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract Time but after Contractor's scheduled completion.
- H.2.2 All Work shall be completed between the hours of 7:00 a.m. and 7:00 p.m. unless otherwise specified in the Contract Documents.

H.3 PARTIAL OCCUPANCY OR USE

The City may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the City and Contractor have reasonably accepted in writing the responsibilities assigned to each of them. Approval by the Contractor to partial occupancy or use shall not

be unreasonably withheld. Immediately prior to such partial occupancy or use, the City and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

SECTION I CORRECTION OF WORK

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove from the premises and replace all defective materials and equipment as determined by the City, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the City, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement. Contractor shall be allowed a period of no longer than thirty (30) Days after Substantial Completion for completion of defective (Punch List) work. At the end of the thirty-day period, or earlier if requested by the Contractor, City shall arrange for inspection of the Work by the Architect/Engineer. Should the work not be complete, and all corrections made, the costs for all subsequent reinspections shall be borne by the Contractor. If Contractor fails to complete the Punch List work within the thirty (30) Day period, City may perform such work and Contractor shall reimburse City all costs of the same within ten (10) Days after demand without affecting Contractor's obligations.

I.2 WARRANTY WORK

- I.2.1 The Warranty Period will begin when Contractor has completed the Punch List work, all improvements are accepted by the City, and the final certificate of payment has been issued.
- I.2.2 Contractor shall provide a Warranty Security valued at 10% of the Contract Price, however the minimum Warranty Security shall be \$5,000. The Security shall be in a form acceptable to the City Attorney.
- I.2.3 The Warranty Period shall be for a minimum of one year.
- I.2.4 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for Defective Work. Contractor shall correct all defects that appear in the Work within the Warranty Period. The City shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after City's demand and at Contractor's sole expense. Latent defects shall be remedied by the Contractor at any time they become apparent. If Contractor fails to complete the warranty work within such period as City determines reasonable, City may perform such work and Contractor shall reimburse City all costs of the same within ten (10) Days after demand, without affecting Contractor's obligations. In the event of warranty work consisting of emergency repairs, Contractor shall perform the warranty Work by correcting defects within twenty-four (24) hours of notification by City, unless otherwise specified in the Contract Documents. Should Contractor fail to respond within the specified response time, the City may, at its option, complete the necessary repairs using another contractor or its agents. If City completes the repairs using City's agent, Contractor shall pay City at the rate of one and one-half (1½) times the standard hourly rate of City's agent, plus related overhead and any direct non-salary costs. If City completes the repairs using another contractor, Contractor shall pay City the amount of City's direct costs billed by the other contractor for the work, plus the direct salary costs and related overhead and direct non-salary expenses of City's agents who are required to monitor that contractor's work. Work performed by City using City's own agents or those of another contractor shall not affect the Contractor's contractual duties under these provisions, including warranty provisions.
- I.2.5 Nothing in this Section I.2 provision shall negate guarantees or warranties for periods longer than one year including without limitation, such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.
- I.2.6 In addition to Contractor's warranty, manufacturer's warranties shall pass to the City and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the City.
- I.2.7 Nothing contained in this Section I.2 shall be construed to establish or limit a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific contractual obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- I.2.8 If the City prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the City may do so in its sole discretion instead of requiring its removal and correction, in which case the Contract Price will be reduced in an amount the City determines to be appropriate and equitable. The City is entitled to receive this amount whether or not final payment has been made. Prior to final payment, the City may offset the amount from any payment it owes to the Contractor.
- I.2.9 The Warranty Security does not expire and may only be released after a final inspection has been completed by the City and the minimum warranty period has elapsed. At the time of final warranty inspection, any items not completed or maintained to City standards will be included in a punch list provided to Contractor. These items shall be addressed prior to the release of the Warranty Security. The City may require an extension of the Warranty Period for more than the minimum one year if the improvements show signs of failure or defects in workmanship during inspection and work is necessary and completed to correct these deficiencies. The one-year Warranty Period shall be extended with respect to those portions of Work performed after final certificate of payment has been issued by the period of time between final certificate of payment and the actual performance of the Work, and shall be extended by corrective Work performed by the Contractor pursuant to this Section, as to the Work corrected. Once the Warranty Period has passed, and there are no failures or defects in workmanship found by City inspection, the Warranty Period will end, and the Warranty Security will be released. Contractor shall remove from the Project Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by the City.

SECTION J SUSPENSION AND/OR TERMINATION OF THE WORK

J.1 CITY'S RIGHT TO SUSPEND THE WORK

J.1.1 The City has the authority to suspend portions or all of the Work due to the following causes:

- (a) Failure of the Contractor to correct unsafe conditions;
- (b) Failure of the Contractor to carry out any provision of the Contract;
- (c) Failure of the Contractor to carry out orders;
- (d) Conditions, in the opinion of the City, which are unsuitable for performing the Work;
- (e) Time required to investigate differing Project Site conditions; or
- (f) Any reason considered to be in the public interest.

J.1.2 The City shall notify Contractor and the Contractor's Surety in writing of the effective date and time of the suspension, and City shall notify Contractor and Contractor's surety in writing to resume Work.

J.2 CONTRACTOR'S RESPONSIBILITIES

J.2.1 During the period of the suspension, Contractor is responsible to continue maintenance at the Project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.

J.2.2 When the Work is recommenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the Work in every respect as though its prosecution had been continuous and without suspension.

J.3 COMPENSATION FOR SUSPENSION

Depending on the reason for suspension of the Work, the Contractor or the City may be due compensation by the other party. If the suspension was required due to acts or omissions of Contractor, the City may assess the Contractor actual costs of the suspension in terms of administration, remedial work by the City's agents or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension, and any liquidated damages arising from the delay. If the suspension was caused by acts or omissions of the City, the Contractor may be due compensation which shall be defined using Section D, Changes in Work. If the suspension was required through no fault of the Contractor or the City, neither party shall owe the other for the impact.

J.4 CITY'S RIGHT TO TERMINATE CONTRACT

J.4.1 The City may, without prejudice to any other right or remedy, and after giving Contractor seven (7) Days' written notice and an opportunity to cure, terminate the Contract in whole or in part under the following conditions:

- (a) If Contractor should, voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and Contractor as debtor-in-possession or the Trustee for the estate fails to assume the Contract within a reasonable time;
- (b) If Contractor should make a general assignment for the benefit of Contractor's creditors;
- (c) If a receiver should be appointed on account of Contractor's insolvency;
- (d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;
- (e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the City;
- (f) If Contractor is otherwise in breach of any part of the Contract; or
- (g) If Contractor is in violation of Applicable Laws, either in the conduct of its business or in its performance of the Work.

J.4.2 At any time that any of the above occurs, City may exercise all rights and remedies available to City at law or in equity, and, in addition, City may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If the City's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the City.

J.5 TERMINATION FOR CONVENIENCE, NONAPPROPRIATION OF FUNDS, OR FORCE MAJEURE

J.5.1 City may terminate the Contract in whole or in part whenever City determines: (a) that termination of the Contract is in the best interest of City or the public; (b) that the City failed to receive funding, appropriations, allocations or other expenditure authority as contemplated by City's budget and City determines, in its sole determination, and its assessment and ranking of the policy objectives explicit or implicit in City's budget, City may determine it is necessary to and may terminate the Contract; or (c) in the event of Force Majeure.

J.5.2 The City shall provide the Contractor with seven (7) Days prior written notice of a termination for City's or for public convenience. After such notice, the Contractor

shall provide the City with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment under Section E. Compensation for Work terminated by the City under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination. If the Contract is terminated for public convenience, neither the Contractor nor its Surety shall be relieved of liability for damages or losses suffered by the City as a result of defective, unacceptable or unauthorized Work completed or performed.

J.6 ACTION UPON TERMINATION

- J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the City, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the City, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.
- J.6.2 As directed by the City, Contractor shall, upon termination, transfer title and deliver to the City all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the City.
- J.6.3 Upon City's notice of termination pursuant to either Section J.4 or J.5, if City shall so elect, Contractor shall assign to the City such subcontracts and orders as City shall specify. In the event City elects to take assignment of any such subcontract or order, Contractor shall take such action and shall execute such documents as City shall reasonably require for the effectiveness of such assignment and Contractor shall ensure that no contractual arrangement between it and its subcontractors or suppliers of any tier or sub-tier shall prevent such assignment.

SECTION K CONTRACT CLOSE OUT

K.1 RECORD DOCUMENTS

As a condition of final payment (refer also to section E.6), Contractor shall comply with the following: Contractor shall provide Record Documents for the entire Project to City. Record Documents shall depict the Project as constructed and shall reflect each and every change, modification, and deletion made during the construction. Record Documents are part of the Work and shall be provided prior to the City's issuance of final payment. Record Documents include all modifications to the Contract Documents unless otherwise directed.

K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") for review by the City prior to submission of any pay request for more than 75% of the Work. City's receipt of the O & M Manuals shall be a condition precedent to any payment thereafter due. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, telephone list and contact information for all consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The City shall review and return one O & M Manual for any modifications or adjustments required. Prior to submission of its final pay request, Contractor shall deliver two (2) complete and approved sets of O & M Manuals in paper form and one (1) complete and approved set in electronic form to the City and City's receipt of the O & M Manuals shall be a condition precedent to City's obligation to make final payment.

K.3 COMPLETION NOTICES

- K.3.1 Contractor shall provide City written notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the City and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the Contractor shall finish all items on the Punch List accompanying the Certificate. Both completion notices must be signed and notarized by the Contractor and signed by the Architect/Engineer (if applicable) and City to be valid. The City shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the City.
- K.3.2 Substantial Completion of a facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of thirty (30) continuous Days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the City. All equipment contained in the Work, plus all other components necessary to enable the City to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a Punch List be prepared by the City with submission of the request for the Substantial Completion notice.

K.4 TRAINING

As part of the Work, and prior to submission of the final application for payment, the Contractor shall schedule with the City training sessions for all equipment and systems as required by the Contract Documents. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow City to provide its personnel with adequate notice. If assignments arise because of termination under Section J.4, then such assignments shall not relieve Contractor of liability hereunder. The O & M Manual shall be used as a basis for training. In addition to any off-Project Site training required by the Contract Documents, training shall include a formal session conducted at the Project Site after the equipment and/or system is completely installed and operational in its normal operating environment.

K.5 EXTRA MATERIALS

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the Contract Documents prior to final payment. Delivery point for extra materials shall be designated by the City.

K.6 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion notice, or as a separate written notice submitted with or before the notice of Final Completion, the Contractor shall notify the City that all environmental and pollution clean-up, remediation and closure have been completed in accordance with all Applicable Laws and pursuant to the authority of all agencies having jurisdiction, and Contractor shall provide City with any and all documentation related to the same, including but not limited to directives, orders, letters, certificates

and permits related to or arising from such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above. Contractor's completion of its obligations under this Section K.6 and City's receipt of documents evidencing such completion shall be a condition precedent to City's obligation to make final payment.

K.7 CERTIFICATE OF OCCUPANCY

City's receipt of an unconditioned certificate of occupancy from the appropriate state and/or local building officials shall be a condition precedent to City's obligation to make final payment, except to the extent failure to obtain an unconditional certificate of occupancy is due to the fault or neglect of City.

K.8 OTHER CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for returning to the City all property of City issued to Contractor during construction such as keys, security passes, Project Site admittance badges, and all other pertinent items.

Upon notice from City, Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from the Contractor to the City. The utility transfer date shall not be before Substantial Completion and may not be until Final Completion, if the City does not take beneficial use of the facility and the Contractor's agents continue with the Work.

The City's property is drug free and weapons free areas and the use of tobacco products is only allowed in designated areas. Contractor shall be required to ensure that its employees, Subcontractors and agents shall comply with these requirements.

K.9 SURVIVAL

All warranty and indemnification provisions of the Contract, and all of Contractor's other obligations under the Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

**SECTION L
GENERAL PROVISIONS**

L.1 NO THIRD PARTY BENEFICIARIES

City and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Contract.

L.2 SEVERABILITY

If any provision of the Contract is declared by a court to be unenforceable, illegal, or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

L.3 ACCESS TO RECORDS

L.3.1 Contractor shall keep, at all times on the Project Site, one record copy of the complete Contract Documents, including the Plans, Specifications, addenda, and Change Orders (if any) in good order and marked currently to record field changes and selections made during construction, and one record copy of Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the City access thereto.

L.3.2 Contractor shall retain and the City and its duly authorized representatives shall have access, for a period not less than ten (10) years, to all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract, including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Work or the Contract shall be subject to litigation, Contractor shall retain all such records until all litigation is resolved and Contractor shall continue to provide City and/or its agents with full access to such records until such time as all litigation is complete and all periods for appeal have expired and full and final satisfaction of any judgment, order or decree is recorded and City receives a record copy of documentation from Contractor.

L.4 WAIVER

Failure of the City to enforce any provision of the Contract shall not constitute a waiver or relinquishment by the City of the right to such performance in the future nor of the right to enforce any other provision of the Contract.

L.5 SUCCESSORS IN INTEREST

The provisions of the Contract shall be binding upon and shall accrue to the benefit of the parties to the Contract and their respective permitted successors and assigns.

L.6 GOVERNING LAW

The contract shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof.

L.7 APPLICABLE LAW

Contractor hereto agrees to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.

L.8 NON-EXCLUSIVE RIGHTS AND REMEDIES

Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of the Contract shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, or any other remedies for the same default or breach, or for any other default or breach, by the other Party.

L. 9 INTERPRETATION

The titles of the section of the Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

L.10 LITIGATION

Any Claim between City and Contractor that arises from or relates to the Contract and that is not resolved through the Claims Review Process in Section D.3 shall be brought and conducted solely and exclusively within the Circuit Court of the County of Clackamas for the State of Oregon' provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the City of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

CITY OF GLADSTONE SUPPLEMENTAL GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS
("City Supplemental General Conditions")

All number references in the City Supplemental General Conditions shall be understood to refer to the subsection in the General Conditions bearing like numbers, and shall represent modifications and/or additions to the specified section.

SECTION A
GENERAL PROVISIONS

Section A3.1 shall be modified as follows:

A3.1 Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following descending order of precedence:

- (a) The Contract and any amendments thereto, including Change Orders, with those of later date having precedence over those of an earlier date;
- (b) The City Supplemental General Conditions;
- (c) City General Conditions;
- (d) Plans and Specifications;
- (e) Supplemental Technical Provisions;
- (f) Technical Specifications;
- (g) The Invitation to Bid, and any addenda thereto.

SECTION D
CHANGES IN THE WORK

Section D.2 shall be modified as follows:

D.2.1 Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.

D.2.1.1 Avoidable delays include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors, including, but not limited to, the following:

- (a) Delays which may in themselves be unavoidable but which affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract time.
- (b) Delays which do not impact activities on the accepted critical path schedule.
- (c) Time associated with the reasonable interference of other contractors employed by the Owner which do not necessarily prevent the completion of the whole Work within the Contract time.

D.2.1.2 Unavoidable delays include those which result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors. Delays caused by Force Majeure, war, public enemy, freight embargoes, and strikes which occur despite the Contractor's reasonable efforts to avoid them, shall be considered as unavoidable.

- (a) If the Contractor believes that adjustments to cost or Contract Time are involved because of an Unavoidable Delay caused by differing Project Site Conditions, a review process is established under Section A.4.5.
- (b) Claims by the Contractor based on adverse weather conditions must be substantiated by documentation that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the Project. A rain, windstorm, high water, or other natural phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous ten (10) years historical records of the general locality of the Work, shall not be construed as abnormal. It is hereby agreed that rainfall greater than the following cannot be reasonably anticipated:
 - i. Daily rainfall equal to, or greater than, 0.75 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25%) or more.
 - ii. Daily rainfall equal to, or greater than, 1.00 inch at any time.
 - iii. The National Weather Service National Oceanic and Atmospheric Administration (NOAA) rain gauge at the Portland International Airport, Portland, Oregon, shall be considered the official agency of record for weather information.

D.2.2 In the event of Unavoidable Delays, Contractor may be entitled to the following:

- (a) Contractor may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described in Section D.2.1.2 (a).
- (b) Contractor may be entitled to additional Contract Time for Unavoidable Delays described in Section D.2.1.2 (b).

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.2 for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing Project Site conditions for which a review process is established under Section A.4.5, Contractor shall submit a written notification of the delay to the City within two (2) Days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the Project components impacted by the delay, and the anticipated additional Contract Time extension or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) Days after the cause of the delay has been mitigated, or in no case more than thirty (30) Days after the initial written notification, the Contractor shall submit to the City, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay. If the City denies Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

If Contractor does not timely submit the notices required under this Section D.2.2, Contractor's Claim shall be barred.

City of Gladstone Staff Report

Report Date: March 5, 2024
Meeting Date: March 12, 2024
To: Gladstone City Council
From: Jacque M. Betz, City Administrator
Chad Jacobs, City Attorney's Office

AGENDA ITEM

Consider approval of Resolution 1234, a resolution adopting the limitation of liability for certain claims arising from the use of trails or structures within public easements and unimproved rights of way under ORS 105.668.

HISTORY/BACKGROUND

On July 6, 2023, the Oregon Court of Appeals issued an opinion in the *Fields v. City of Newport* case, effectively ending recreational immunity for improved trails and striking it down as an “immunity” that protects public and private landowners from lawsuits. The City of Newport asked the Oregon Supreme Court to overrule the Court of Appeals and restore the portions of recreational immunity that were lost. On October 5, 2023, the Oregon Supreme Court officially declined to review the Court of Appeals’ decision in *Fields*. This action, called “review denied” functions as a de facto endorsement by the Oregon Supreme Court of the Oregon Court of Appeals’ decision striking down recreational immunity for paths to recreational areas.

Chad Jacobs with the City Attorney’s Office has drafted a resolution and memo (included after the staff report) for the Gladstone City Council to consider, which will limit liability for claims arising from the public’s use of trails or structures in a public easement or unimproved right of way.

CIS has been working with local governments on ways that they can establish immunity from certain personal injury or property damage claims. Public Works Director Caniparoli, Police Chief Schmerber, and I met to review proposed language to put on signs in our parks. Language will include the following:

Gladstone parks, trails, paths, and equipment are for recreational use only. See Gladstone website for more information (we will insert a QR code).

Website messaging:

Unless recreational areas for Gladstone are closed or prohibited for use, all of Gladstone’s improved and unimproved park and recreation areas are authorized for recreational use only. Recreational areas explicitly closed or prohibited for use are not authorized for any use.

OPTIONS

As indicated in City Attorney Jacobs memorandum;

1. Approve the proposed resolution adopting a limitation on liability for claims arising from the public's use of trails or structures in a public easement or unimproved right of way.
2. Do not approve the proposed resolution adopting a limitation on liability for claims arising from the public's use of trails or structures in a public easement or unimproved right of way.

COST IMPACT

There is no cost to adopt the resolution.

STAFF RECOMMENDATION


Staff recommends the City Council approve Resolution No. 1234 a resolution adopting the limitation of liability for certain claims arising from the use of trails or structures within public easements and unimproved rights of way under ORS 105.668

Department Head
Signature Date

 3/6/24
City Administrator
Signature Date

MEMORANDUM

TO: Gladstone City Council

FROM: Chad Jacobs, City Attorney's Office 

SUBJECT: Adopting limitation of liability for claims arising from the public's use of trails or structures in a public easement or unimproved right of way

DATE: February 13, 2024

Agenda Item

Consider adopting a resolution limiting the liability for claims arising from the public's use of trails or structures in a public easement or unimproved right of way.

Background

ORS 105.668 limits the liability of cities for personal injuries or property damage that arises out of the public's non-motorized use of trails and structures in public easements and unimproved rights of way. ORS 105.668 automatically applies to cities with populations of 500,000 or more. Cities with smaller populations must affirmatively adopt ORS 105.668's protections via either resolution or ordinance.

ORS 105.668 also applies to cities' officers, employees, and agents; owners of land abutting the public easement or unimproved right of way; and nonprofits and their volunteers who construct and maintain trails and structures in public easements and unimproved rights of way. Adopting ORS 105.668 could encourage landowners to grant easements for the public's use by reducing their risk of liability. It could also encourage nonprofits to assist the City with trail maintenance and construction by reducing their risk of liability.

ORS 105.668 would also expand the City's existing limitations of liability. The recreational immunity provided by ORS 105.682 and ORS 105.688 already apply to the City. However, recreational immunity only protects the City when an individual is injured while engaged in recreational activities. ORS 105.668 applies regardless of the individual's reason for using trails or structures in public easements or unimproved rights of way. Additionally, the Oregon Court of Appeal's recent decision in *Fields v. City of Newport*, 326 Or App 764 (2023), has reduced the reach of cities' recreational immunity, which could create more liability for the City. ORS 105.668 could fill in the gap in recreational immunity left by the Court of Appeal's decision.

ORS 105.668's limitation of liability is not absolute, however. It will not protect the City if an individual is injured due to gross negligence or reckless, wanton, or intentional misconduct.

Options

1. Approve the proposed resolution adopting a limitation on liability for claims arising from the public's use of trails or structures in a public easement or unimproved right of way.
2. Do not approve the proposed resolution adopting a limitation on liability for claims arising from the public's use of trails or structures in a public easement or unimproved right of way.

Cost Impact

City attorney and staff time. No other cost impacts.

Recommendation

The City Attorney's Office recommends approving the proposed resolution to adopt a limitation on liability for claims arising from the public's use of trails or structures in a public easement or unimproved right of way.

RESOLUTION NO. 1234

A RESOLUTION ADOPTING THE LIMITATION OF LIABILITY FOR CERTAIN CLAIMS ARISING FROM THE USE OF TRAILS OR STRUCTURES WITHIN PUBLIC EASEMENTS AND UNIMPROVED RIGHTS OF WAY UNDER ORS 105.668

WHEREAS, ORS 105.668(2) limits the liability of cities, adjacent property owners, and certain non-profit groups for injuries or property damage that result from the public’s non-motorized use of trails or structures that are in a public easement or an unimproved right of way; and

WHEREAS, ORS 105.668(3) authorizes cities with populations less than 500,000 to adopt such limitation of liability by resolution; and

WHEREAS, Gladstone’s population is less than 500,000; and

WHEREAS, Gladstone has trails or structures within its public easements and unimproved rights of way that may be used by the public for non-motorized activities such as walking, hiking, or biking; and

WHEREAS, the Council finds that the Gladstone’s trails and structures are an important public amenity, that the public’s use of such trails or structures is important for the health and enjoyment of the community, and that use should be encouraged; and

WHEREAS, the Council further finds that it is important to protect the City of Gladstone, adjacent property owners, and certain nonprofit groups who provide the public with access to and perform maintenance for such trails and structures so that the public may continue to access such trails and structures; and

WHEREAS, the Council also finds that adopting the limitation of liability in ORS 105.668(2) will provide the City of Gladstone, adjacent property owners, and nonprofit groups with such protection and will encourage the public’s continued use of trails and structures in Gladstone’s public easements and unimproved rights of way.

NOW, THEREFORE, the City of Gladstone resolves as follows:

Section 1. Findings. The above findings are hereby adopted.

Section 2. Limitation of Liability. Pursuant to ORS 105.668(3), Gladstone hereby adopts the limitation of liability provided by ORS 105.668(2).

Section 3. Severability. If any provision, section, phrase, or word of this Resolution or its application to any person or circumstance is held invalid, the invalidity does in affect other provision that can be given effect without the invalid provision or application.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

ADOPTED this __ day of _____, 2024.

ATTEST:

Michael Milch, Mayor

Tami Bannick, City Recorder

City of Gladstone Staff Report

Report Date: March 5, 2024
Meeting Date: March 12, 2024
To: City Council
From: Jacque M. Betz, City Administrator

AGENDA ITEM

Approve Ordinance 1529, an ordinance adopting the creation of the Youth Council and adding a new chapter to Title 2 of the Gladstone Municipal Code, Chapter 2.90 Youth Council.

PROPOSAL

City Council Goal 3 Communications and Engagement

Outcomes

- Foster trust within Council and staff
- Build trust with the community
- Enhanced engagement with the community
- Increased involvement for all

The City Council has explored the possibility of creating a Youth Council for the past year. Specifically, they received presentations from the Happy Valley Youth Council, Oregon City Youth Advisory Council, and West Linn Youth Council. The City Council also discussed the program with the Gladstone School Board and the Gladstone High School administrative staff. Additionally, the City Council held multiple work sessions, the last one on February 27, 2024, where it was the consensus of the City Council to move forward with adopting an ordinance to create the Gladstone Youth Council.

The purpose of the Gladstone Youth Council is to provide local students a voice in their municipal government, build an understanding of governance and leadership, and provide opportunities to engage and serve the community. The City Council believes that local involvement at a young age is crucial to ensuring a well-informed and engaged citizenry in the future and to provide an opportunity for members to become equipped with the knowledge and leadership skills necessary to become active contributors in the community now and in the future.

Timeline:

March 12, 2024 Approve ordinance (it becomes effective in 30 days).

March 14-18, 2024 The application process begins.

April 22-May 3, 2024 Interviews conducted (Councilor Roberts, Councilor Huckaby, and Administrator Betz).

May 14, 2024 Appoint members at the City Council Meeting.

August 2024 Schedule a special work session meeting with the Youth Council to discuss work plan.

September 9, 2024 Oath of Office administered to Youth Council.

STAFF RECOMMENDATIONS

Staff recommends that the City Council approve Ordinance 1529, an ordinance adopting the creation of the Youth Council and adding a new chapter, Title 2 of the Gladstone Municipal Code, Chapter 2.90- Youth Council.

Staff also recommends that the City Council formally appoint Council President Luke Roberts as the City Council liaison to the Youth Council and Councilor Huckaby as the alternate.

Department Head
Signature

Date


City Administrator
Signature

Date

ORDINANCE NO. 1529

***AN ORDINANCE ADOPTING THE CREATION OF THE YOUTH COUNCIL AND
ADDING A NEW CHAPTER TO TITLE 2 OF THE GLADSTONE MUNICIPAL CODE,
CHAPTER 2.90 - YOUTH COUNCIL***

WHEREAS, the City of Gladstone finds that well informed and engaged youth are necessary for a complete community that addresses the needs of all the community members; and

WHEREAS, the creation of the Gladstone Youth Council will give local students a voice in their municipal government; and

WHEREAS, the Gladstone Youth Council will be guided by the belief that local involvement at a young age is crucial to ensuring a well-informed and engaged citizenry in the future; and

WHEREAS, the creation of the Gladstone Youth Council will provide an opportunity for members to gain knowledge about governance, build leadership skills, create programs to engage the youth of the Gladstone area, and to participate in community programs that benefit the community;

NOW, THEREFORE, the City of Gladstone ordains as follows:

Section 1. The City of Gladstone hereby creates and adopts the Gladstone Youth Council into Title 2, new Chapter 2.90 – Youth Council, of the Gladstone Municipal Code, which is attached hereto as Exhibit “A”.

Section 2. All remaining provisions of Title 2 of the Gladstone Municipal Code are reaffirmed in their entirety.

Section 3. This Ordinance is effective 30 days after adoption.

This Ordinance is adopted by the Gladstone City Council and approved by the Mayor this _____ day of _____, 2024.

ATTEST:

Michael Milch, Mayor

Tami Bannick, City Recorder

ORDINANCE 1529
EXHIBIT "A"

Chapter 2.90 - Youth Council

2.90.010- Created.

There is created a Youth Council for the City of Gladstone having the duties and responsibilities provided in this chapter.

2.90.020 - Purpose.

The Gladstone Youth Council (Youth Council) is created to provide local students a voice in their municipal government, build an understanding of governance and leadership and to provide opportunities to engage and serve the community. The Youth Council shall be guided by the belief that local involvement at a young age is crucial to ensuring a well-informed and engaged citizenry in the future and to provide an opportunity for members to become equipped with the knowledge and leadership skills necessary to become active contributors in the community now and in the future.

2.90.030 - Membership

The Youth Council shall consist of seven youth members, one non-voting City Councilor appointed by the Mayor, and the non-voting City Administrator (or designee).

- (1) Members of the Youth Council shall be high school students at the time of swearing in and shall reside within the city limits of Gladstone and/or attend Gladstone High School or a homeschooled equivalent.
- (2) The term of service operates on an academic year that shall be considered from September through June and there are no term limits. A special meeting in August may be scheduled to prepare for each term.
- (3) All youth member applicants shall submit an application and will be interviewed by the City Councilor liaison and City Administrator (or designee) before being appointed.
- (4) After interviews are conducted the City Council will, by majority vote consider approval of the City Councilor liaison and City Administrator's (or designee) recommendations to the Youth Council.
- (5) Appointed Youth Council members may be re-appointed for an additional term without an interview at the discretion of the City Councilor liaison. Future appointments may require a recommitment interview.
- (6) All new Youth Council members shall be sworn in by the City Councilor liaison at the first regular City Council meeting in September.

2.90.040 - Election of Officers.

(1) Co-Chairs

- (a) At the beginning of each term the Youth Council shall elect Co-Chairs, who shall

hold the positions for one term of service. The co-chairs shall be a junior or senior in high school if possible.

- (b) The Co-Chairs are responsible for running the Youth Council meetings, assigning tasks, and working with the City Councilor liaison to set the upcoming agendas.

(2) Communication Coordinator

- (a) At the beginning of each term the Youth Council shall elect a communication coordinator.

- (b) The Communication Coordinator is mainly responsible for the strategic coordination of all communications on behalf of the Youth Council. This could include social media platforms (in accordance with the City' social media policy), websites, flyers, and communications on specific outreach projects identified in the annual work plan.

- (3) **Additional Assignments** - Youth Council members shall have the ability to create and elect for additional assignments (i.e. secretary, treasurer, etc.) with the concurrence of the City Councilor liaison.

2.90.050 - Meetings and Quorum

- (1) The Youth Council shall meet at least once a month. The City Councilor liaison or City Administrator (or designee) may call for a special meeting outside of the regular meetings for a reasonable purpose.
- (2) All meetings shall be open to the public and public meetings laws shall apply.
- (3) A majority of appointed members shall constitute a quorum.
- (4) If a quorum is present, all matters shall be decided by a vote of the majority present.

2.90.060 - Youth Council Member Responsibilities

- (1) Review and prepare strategies addressing issues of interest in the greater Gladstone community determined to be of importance by the Youth Council.
- (2) Members shall participate in an annual work plan session at the beginning of each term.
- (3) Members shall be responsible for completing tasks and projects as assigned.
- (4) The Youth Council shall prepare an annual report at the end of the term to present to the City Council detailing the accomplishments, challenges, areas for improvement, and goals for the future.
- (5) Members shall remain in good standing by maintaining passing grades.

2.90.070 - Absences

- (1) A missed meeting is qualified as excused if a member informs the City Councilor liaison

as soon as it has become known they will miss the meeting and states the reason for not attending. The City Councilor liaison will make the final determination of whether the absence is excused or unexcused.

- (2) If a member has more than two unexcused absences the member will meet privately with the City Councilor liaison to determine the status of membership.
- (3) If a member is still on the Youth Council after the determination of membership then any additional absence will indicate the member has resigned (barring any medical reasons or extenuating circumstances such as family emergencies).
- (4) Absences may be made up for in consultation with the City Councilor liaison, within 30 days of the absence.
- (5) Violations and expectations of this section can be reviewed by the member and City Councilor liaison, with the goal of improving the performance and participation of the member.

2.90.080 - Termination of Membership

- (1) Youth Council members may resign at any time.
- (2) Any member will be deemed to have voluntarily concluded their membership automatically upon the occurrence of any of the following:
 - (a) The member is disruptive to the efficiency of the Youth Council and/or does not follow through with assignments.
 - (b) The member does not embody professionalism in their conduct.
- (3) The City Councilor liaison and City Administrator (or designee) shall have the discretion to determine if a member shall be removed from the Youth Council.

2.90.090 - Expenditures

The City will make every reasonable attempt to financially support the Youth Council in completing its annual work plan.

- (1) The Youth Council shall have no authority to make any expenditure on behalf of the City or to obligate the City for payment of any sums of money unless the City Administrator or their designee authorizes such expense.
- (2) The Youth Council may fundraise for identified goals in their annual work plan. Donations will be deposited and expended in accordance with governmental accounting practices.



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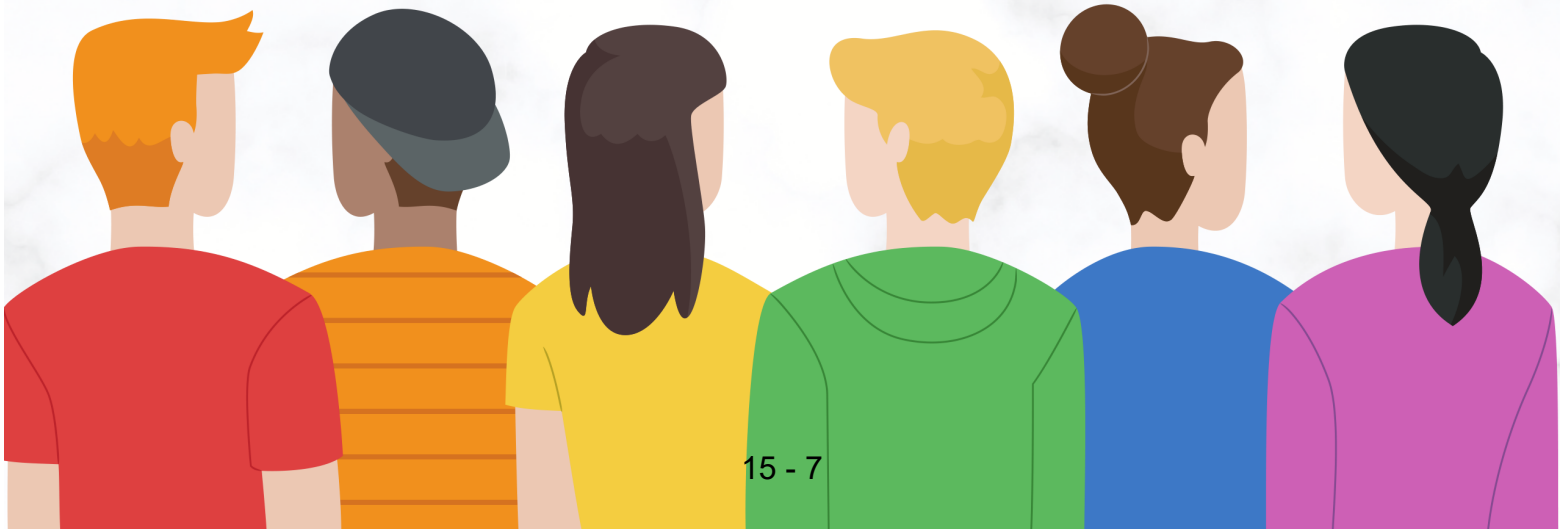
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City of Gladstone Staff Report

Report Date: March 5, 2024
Meeting Date: March 12, 2024
To: Gladstone City Council
From: Jacque M. Betz, City Administrator
Darren Caniparoli, Public Works Director

AGENDA ITEM

Gladstone Ad-Hoc Tree Board: Appointment of Committee Members

HISTORY/BACKGROUND

At the November 28, 2023 City Council work session, the Council gave guidance to staff to work with the Oregon Department of Fish & Wildlife (ODFW) to apply for Tree City USA designation in 2024. The standards include creating a Tree Board, adopting a tree care ordinance, establishing a community forestry program with an annual budget of at least \$2 per capita, and adopting a resolution proclaiming Arbor Day Observance.

The City advertised for volunteers to be on the Gladstone Ad-Hoc Tree Board to provide recommendations and support in the development of a tree ordinance. The ordinance will delegate authority of all publicly owned trees, and provide guidance for tree standards in planting, removing, and maintaining city trees. These policy recommendations will include preservation, protection and management of the community forest.

Roles/responsibilities may include:

- Conduct public outreach/community engagement to see what the community thinks should be addressed in the tree ordinance, report to council on findings.
- Make recommendations and provide feedback for the development of a tree ordinance.
- Provide recommendations for approved species lists and prohibited species for planting in publicly owned spaces.
- Participate in regular meetings for draft review and comments (We anticipate meeting monthly until October 2024. Date and times will be determined once the Board is active).
- This group is advisory only and will make recommendations to the City Council, the governing body that ultimately sets the policy.

Per Resolution No. 1227, a resolution which adopted Gladstone City Council Rules, Section R allows for the creation of an ad hoc committee (a public body created by Council for a particular purpose, issue, or need). City staff can make recommendations to the Mayor who will then appoint the chosen individuals with the consent of the Council by a majority vote at a Council meeting.

The following individuals expressed an interest:

- Eric Butler, Gladstone Parks and Recreation Member
- Nancy Eichsteadt, Friends of the Gladstone Nature Park
- Kim Baller, Gladstone resident
- Linda Cosgrove, Gladstone resident
- Justin Prouty, PGE representative
- Sandy Dittmar, Gladstone resident and wholesale nursery professional

OPTIONS

The City Council may opt to remove names from the list; or add other names to the list. Also to consider- does the City Council want to appoint an elected official liaison?

COST IMPACT

City Staff time to include the City Administrator, Public Works Director, and Administrative Operations in Public Works.

STAFF RECOMMENDATION

Staff recommends the Council support the Mayor in appointing the above-mentioned members to a Gladstone Ad-Hoc Tree Board.

 3/6/24

Department Head
Signature Date

 3/6/24

City Administrator
Signature Date



TREE CITY USA[®] BULLETIN

No. 54

Dr. James R. Fazio, Editor • \$3.00

How to Grow a Great Tree Board

Tree boards are an essential component of the Tree City USA program. They can be a great asset to any community that values its trees. An effective tree board can assist professional arborists and city foresters, serve as an advocate for trees, and help residents and businesses in the community understand and appreciate the benefits of maintaining trees. A well-organized tree board provides immeasurable service to the community today and its citizens of the future.

The rising number of American communities that receive a Tree City USA award each year is a good indication of the interest that citizens and city officials have in the trees that grace their streets, parks and yards. In these progressive communities, tree planting and care is recognized as essential for protecting and enhancing investments in the green infrastructure. In all cases, tree boards play an important role.

Tree boards go by many names, including commissions, councils and committees, but their potential for service is universal and they are needed in communities of all sizes. Their activities range from simply conducting an Arbor Day program once a year to serving regularly as a quasi-judicial body for tree-related disputes. Importantly, when a community is large enough to have employees to look after its tree resource, the role of a tree board is to compliment, not replace professional leadership.

From his association with tree boards over the years, retired community forestry administrator Roger Blanchard of Moscow, Idaho says there were many ways the board contributed to success of the urban forestry program in his city. "In my case, where I was pretty much the only staff, the board provided a great support group. If I had an issue, I could take it to the board members to help me work through it. They also helped complete an inventory, develop a management plan, and develop a tree guide. There is no way I could have done these things by myself." Roger cites other functions provided by the board such as: providing advice on the general direction of the program; conducting outreach projects and developing good public relations; and giving citizen 'feedback' on what is working or what needs to be changed.

An active tree board is the keystone between the citizenry on one side and elected officials and city employees on the other. If you are part of a board, we hope this issue of the bulletin will help you find ways to make your group the best it can be in serving your community. If you do not have a tree board, we hope these pages inspire you to become the spark that ignites action.



Tatiana Boyle / iStockphoto

The end result of a great tree board is a great community forest.

Published by



Arbor Day Foundation[®]

100 Arbor Avenue • Nebraska City, NE 68410

The 'Right' Board Members

It has been said that the best way to fire someone is to not hire him or her in the first place. The message in this is that many problems would be prevented by taking the time to carefully screen candidates for any position. This is just as true for tree board members, especially in larger communities.

What Expertise is Needed?

The key criteria for being a contributing tree board member are enthusiasm and dedication, not technical expertise. It always helps to have at least one member who is involved in a green industry such as a local nursery or tree-care company, but it is even more important to have members who are willing to dedicate time and energy to attending meetings and events, sharing the work load, and compatibly interacting with other members. Connection with the community is also important. It helps if board members are involved in business organizations, the Garden Club, fraternal organizations, and others. This expands the board's networking opportunities and chances to enlist help with projects. Two ex-officio members round out the ideal board: a person from the city department responsible for tree care and a member of city council to serve as liaison.

Age is clearly *not* a criterion. Active board members have ranged from 16 to 86. Older members can provide perspective and inspiration. Young people are important for new ideas and building leadership for the future. If a college is located nearby, having a student member enhances the opportunity for that institution to qualify for a Tree Campus USA award.

Diversity is another consideration. A span of backgrounds and interests enriches a tree board and helps build broad support. While 'quotas' are usually a bad idea, it does help to make sure that ethnicities represented in the community have a place on the board.

In all cases, a sincere interest in trees and how they benefit the community is the primary requirement for being a contributing board member.

A Volunteer's Job Description?

No one would be recruited for or accept a job without a clear description of what is expected. A volunteer position on a tree board is no different. A written description of the responsibilities, meeting attendance and time commitment can help candidates decide if board membership is really what they want. The description can be very brief and needs to be tailored to the nature of the community, but the accompanying illustration suggests one way to write this helpful document.

Position Description

Volunteer Tree Board Member Pleasantville, Anyplace

General Responsibilities: Serve in an advisory capacity to city council, assist the city forester in educational efforts, plan and conduct annual Arbor Day activities, and participate in special projects such as tree plantings.

Qualifications:

- U.S. citizen and resident of the City of Pleasantville
- At least some knowledge of common tree species and tree care
- An interest in trees and how they benefit the community
- The ability to work as a team member and actively participate in scheduled events
- Willingness to commit approximately 6 hours monthly including one evening meeting per month, usually on Tuesdays

Activities:

Activities are variable and some depend on the interests of board members. Those of a routine nature include:

- Assisting the city forester in developing and/or reviewing annually and updating as necessary a long-range plan for the city's urban forest
- Reviewing with the city forester annual work plans related to the urban forestry program
- Advising the mayor, city council and city departments on matters concerning trees and related resources, including revisions of the city tree ordinance
- Serving on an appeals panel regarding decisions to remove or allow the removal of trees in the city right-of-way
- Helping to plan and conduct an annual Arbor Day celebration on the last Friday of April
- Participating in educational campaigns that may include occasional school and civic organization presentations, interviews with mass media, and creation of printed materials
- Serving as liaison with organizations planning and conducting tree-related events or projects

What A Small Group Can Do

Urban forestry coordinators nationwide report the same thing about tree boards – all it takes is one ‘spark plug’ to get it started and get things done. So it was in 1992 when a University of Maine Extension specialist and the director of parks & cemeteries in Bath, Maine suggested to the city council that a tree board be established. The city officials agreed and an ad was placed in the local paper asking for volunteers. Numerous citizens stepped forward and nine were chosen to form the Bath Community Forestry Committee.

One of the founding members was Geraldine Coombs who at the date of this publication was 86 years old and still very active promoting good urban forestry. “I do things other people don’t have time for, and I have fun,” said Geraldine in an interview.

Fun is definitely part of an effective tree board, but in Bath, Maine, Geraldine and her group have worked wonders for their community. Two years after being organized, the committee arranged for a trust agreement with the city to facilitate receiving private donations and guaranteeing continuous tree care into the future. A direct mail campaign is conducted every other year and residents have been generous in donating to the fund. Interest-only is used from the fund and the money helps support a full-time city arborist.

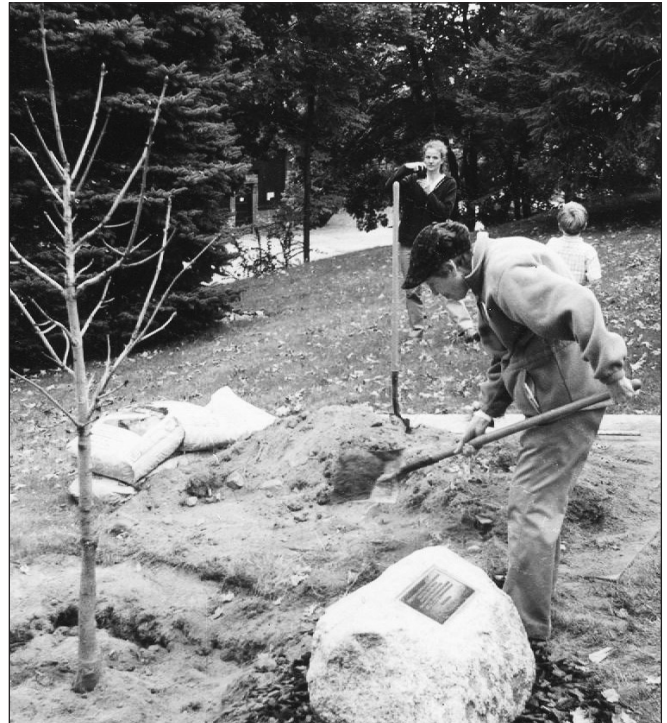
Between Geraldine’s committee and city arborist Thomas Hoerth, Bath developed an exemplary urban forestry program. Its activities have included:

- Passage of a tree ordinance, completion of an inventory, and development of a management plan
- Tree planting and regular tree care, such as pruning and hazard removals
- A sawmill that produces lumber for the Rotary Club that in turn sponsors the construction of houses by vocational education students
- Receiving Tree City USA and Growth Awards
- A city tree nursery
- Landscaping the city’s beautiful parks and cemeteries, including restoration of a neglected, historic park
- Managing several coastal natural areas
- Presenting educational programs for children and adults
- Publishing a newsletter twice a year

Bath, Maine is known as ‘The City of Ships’ and has a long maritime history. Work by the local arborist and community forestry committee in recent years suggests it should be called ‘The City of Ships and Trees.’

Geraldine told us, “It all comes down to people with a passion for their environment and trees. People need to envision the future and see what needs to be done to enhance their community.” Citing the creation of a Nature Explore Classroom in the heart of New York City that she read about in the *Arbor Day* newsletter, Geraldine said, “That is a wonderful example of what can be done when people have enthusiasm and vision.”

Enthusiasm and vision seem like the hallmarks of Bath’s Community Forestry Committee. And it all began with nine volunteers. Their service has inspired community-wide appreciation for trees and gained the support of citizens and businesses throughout the city.



Geraldine (‘Gerry’) Coombs, a founding member of the Bath, Maine Forestry Committee, plants an Arbor Day tree donated by the community in her honor.

Gail Spahn



© Heather Perry Photography

Making it Clear – The Legal Authority

Legal authority for tree boards is by charter, generally ordinance or statute, but occasionally by executive order or other administrative action. However chartered, tree boards must have responsibility and authority. They must also have continuity.

**– Gene W. Grey
A Handbook for Tree Board Members**

Legal recognition of a tree board as part of municipal government helps assure that trees will have standing in the community. The actions of the tree board will be taken more seriously. The most common source of this recognition comes as an ordinance, either a ‘stand alone’ ordinance that creates the tree board, or as part of a broader tree or community forestry ordinance. Either way, the ordinance should be written to clarify the role of the tree board, define its composition, and provide guidelines for its operation.

Regardless of the mechanism used to create a tree board, here are some provisions that should be included:

✓ The general purpose. An example might be:

To help assure the maintenance and expansion of the city’s tree canopy and the health and safe condition of trees in the community, the Pleasantville Tree Board shall advise the mayor and city council regarding preservation, protection and management of the community forest, act as an appellate body for licensing and/or certification pursuant to the Community Forestry Ordinance and shall coordinate the ordinance’s activities regarding public trees.

✓ The number of members. This will vary depending on the size of the community, but 5 – 9 members is commonly used. An odd number helps prevent tie votes. The various offices within the board may also be listed. For example:

*Chair
Vice Chair
Secretary*



Kari Koehler / iStockphoto

Sometimes it is helpful to also list officers required for any standing committees believed to be essential in the community:

*Arbor Day Committee Chair
Memorial Tree Committee Chair*

✓ How appointments are made and terms of office. Staggered terms help assure continuity and term limits help provide ‘new blood’ on the board. An example ordinance provision might state:

Tree board members shall be appointed by the mayor with the approval of city council. Members will serve three years except that the term of two of the members appointed to the first board shall be for only one year. In the event that a vacancy shall occur during the term of any member, his or her successor shall be appointed for the unexpired portion of the term. Re-appointments may be made for no more than two consecutive terms.

✓ If there are official qualifications for membership, such as residency, it should be stated in the ordinance.

✓ Duties should be listed more specifically than in the statement of general purpose. This not only clarifies what the board should do, but it also limits the extent of its official activities by what is *not* listed.

✓ Operational provisions include how many meetings are normally expected, how officers are selected, what constitutes a quorum, what records are required, what city staff may be appointed for liaison or support (administrative duties), and similar details for guiding the smooth operation of the board.

✓ Funding. This may range from a terse statement that all participants are volunteers and no funding will be provided, to something more helpful such as this example:

Board members serve without compensation except for allowable expenses as approved by the city administrator in advance. The board shall recommend an annual budget to the mayor and council for operational expenses and educational activities. The board is authorized to seek outside funding for its projects as may be approved by the council in accordance with city policies.

Keeping Meetings Productive

Half tongue-in-cheek it has been said that the best meetings are those that don't occur. However, if tree boards are made up of enthusiastic individuals, they will have the desire to meet in order to get things done in the community. It is important to tap this source of energy and keep it going rather than suffocate it through poorly run board meetings.

Ten Commandments for Better Tree Board Meetings

In the interest of keeping meetings productive and interest levels high, try these techniques.

- 1. Send reminders.** Nothing kills productivity like missing members or unfilled assignments. The chair or secretary should email or phone members a few days ahead of each meeting to serve as a reminder. Members that are consistently absent should be replaced.
- 2. Start on time – and stay on time.** Time is a person's most valuable possession. The board chair needs to respect this and clearly ask members to do likewise.
- 3. Provide for comfort.** The meeting room, including chairs and room temperature, are important. A pleasant, dignified meeting room will add an ambience of importance to the tree board's work. Beverages and treats help, too.
- 4. Have a purpose.** If there is nothing to meet about, cancel the meeting! But there usually are matters for an active tree board to address. The chair should think in advance about what specifically needs to be accomplished at every meeting.
- 5. Use an agenda.** Always have a printed agenda ready at the meeting – and use it. Begin by asking if there are additional items and add any that need attention that day. Either formally or informally assign a time limit to each item and use that to comply with number 2 above.
- 6. Leaders should lead, not take minutes.** It is the secretary's job to keep the minutes. This frees the chair to conduct the meeting and focus on the discussions.
- 7. Manage discussion.** The chair needs to be sensitive to the fact that some people tend to dominate discussions. It is the chair's responsibility not only to keep discussion of any item from dragging on beyond the point of usefulness, but to also draw out those who are more reluctant to speak up on their own.
- 8. Add variety.** Board meetings will remain appealing to members if they are not the same time after time. Include in your meetings guest speakers occasionally and training materials – especially good audio-visuals.
- 9. Summarize.** At the end of the meeting, review any assignments given to members and make certain that each has a clear due date. (Note: Members who habitually forget or miss deadlines are usually the ones who do not take notes. If this is the case, watch for an opportune time in private and suggest that it would help if they would at least make notations on their agenda sheets.)
- 10. End on time.** Remember the 'precious possession' concept and recognize that board members have other obligations and will appreciate being sure they can depend on leaving at a specific time.



Dmitry Shironosov / iStockphoto

Good leadership is reflected in conducting meetings in a way that tree board members will want to attend.

Projects Keep Interest High

Productive tree boards are busy tree boards. No one wants to be part of a volunteer organization that does little or nothing. Members of tree boards are usually highly motivated individuals who care about their community and their environment. And while Arbor Day – the main annual event for most tree boards – takes energy and creative thinking, here are some examples of other beneficial projects conducted by active tree boards.

Educational Booths and Displays

It is a rare tree board that does not want to educate residents about the benefits and care of trees. One way to do this is to sponsor booths at community events. The key to a good display is having something large and eye-catching and then providing something of value. The ‘give-away’ may be literature about trees (See page 8), free trees, tickets for a drawing, or promotional products like sun visors, fans, tote bags and other useful items.



Garth Davis



James R. Fuzio

Educational displays benefit the community and can keep board members active throughout the year planning and serving as exhibit staff. In Spokane, Washington (left), the Urban Forestry Tree Committee and Urban Forestry Citizen’s Advisory Committee are joined by over a dozen other organizations at the Fall Leaf Festival in Finch Arboretum. The Moscow, Idaho Tree Commission (right) displays at the county fair and the summer/fall farmer’s market. A popular feature at the fair is a raffle for several potted trees that are also on display.

Publications and PSA’s

Many tree boards produce publications such as heritage tree maps, planting guides, and leaflets used to explain a tree ordinance, planting and pruning correctly, and similar information. In Lewiston, Idaho the board went even further and created public service announcements for TV on the benefits and care of trees – including playing acting roles in the productions.

Hands-on Projects

Tiny LeVeta, Colorado with a population of 834, has a model of a tree board “that gets things done.” Members not only plant trees, they have: restored greenways and added flower beds; supervised contract pruning; helped the maintenance crew chip tree branches; sprayed a dormancy oil to control elm scale; and shouldered the manual labor for other

tree-related needs. Other communities sometimes propagate nursery stock, prune young trees, spread mulch, and place informative door knob hangers in neighborhoods.

Unlimited Opportunities

Year-round projects are limited only by the imagination and interests of the tree board members. An annual ‘brainstorming’ session can produce a list of potential projects. Sometimes projects come in the form of emergencies. When a tornado destroyed large numbers of trees in Windsor, Colorado, the tree board took the leadership for raising money to restore the city’s tree canopy. The board then marshaled volunteers for planting in parks and along the streets, and even helped make planting on private property easier for victims of the storm.

Building Capacity

‘Capacity’ is a term heard often these days in organizations of all kinds. In its social context, building capacity means ‘maximizing possible output.’ It begins with providing the knowledge needed to develop competence. When competence is combined with enthusiasm it can lead to the kind of leadership that makes great tree board members.

The Arbor Day Foundation has long recognized the importance of developing the skills of tree board members. In 1997, under the authorship of pioneering urban forester Gene W. Grey, *A Handbook for Tree Board Members* was published. In 2010, this popular publication was supplemented with a new online educational opportunity – Tree Board University. This interactive course was funded by the USDA Forest

Service and developed in cooperation with the Oregon Department of Forestry and Texas Agri-Life Extension.

Tree Board University is an excellent way to provide high quality training for both new and experienced tree board members. The course is free and can be taken at one’s own pace and with all learning materials – including helpful visual aids – provided via internet. To enroll, go to www.treeboardu.org.

Tree Board University—Overview of Online Course Content

Module 1: Tree Board 101. A discussion of the basics of what effective tree boards do and how to attain greatness through better organization and understanding of group dynamics.

Module 2: Partnerships and Collaboration. This section of the course emphasizes the importance of partnerships, recommends those that have proven successful, and provides insights on how to make them work.

Module 3: Engaging in the Political Process. The basics about local government, the role of urban forestry in the broader context of state and national roles, and ‘how-to’ information for promoting trees in the community.

Module 4: Community Forestry Planning. From visioning to written plans and final evaluations, what every tree board needs to know in order to bring improvement to the community and stay on track.

Module 5: Communication and Marketing. How to effectively advocate for trees, work with the mass media, and educate citizens about the important benefits provided by trees.

Module 6: Financing, Budgeting, Grants, Fundraising. Great suggestions for providing the money necessary to support urban forestry.

Module 7: Getting Things Done: This section ties much of the course content together to assure a stronger tree board, better events and successful projects.

Module 8: Moving Forward: The concluding module provides helpful resources and direction for ‘where to go from here.’



TREE CITY USA

The Tree City USA program is sponsored by the Arbor Day Foundation in cooperation with the USDA Forest Service and National Association of State Foresters. To achieve the national recognition of being named as a Tree City USA, a town or city must meet four standards:

- Standard 1: A Tree Board or Department
- Standard 2: A Tree Care Ordinance
- Standard 3: An Annual Community Forestry Program
- Standard 4: An Arbor Day Observance and Proclamation

Each recognized community receives a Tree City USA flag, plaque, and community entrance signs. Towns and cities of every size can qualify. Tree City USA application information is available from your state forester or the Arbor Day Foundation.

Tree City USA Growth Award

Initiating training for volunteers and/or city staff through participation in Tree Board University can help qualify for a Tree City USA Growth Award.



More Help is Available

Continuing education is one of the best investments that can be made to help individuals or entire tree boards expand their knowledge and their effectiveness. Fortunately, many opportunities are available. These areas of improvement fall generally into two categories: (1) technical knowledge about trees and their management, and (2) the social aspects of working with board members, city officials and others.

Technical training about trees can come from attending conferences and workshops. Annual regional training conferences and a national conference sponsored by the International Society of Arboriculture (ISA) are excellent ways for lay people to join with professionals in learning more about trees. Obtaining a preparation manual and taking the ISA arborist certification exam is another way to gain a deeper understanding about the technical side of urban forestry. Conferences such as the Arbor Day Foundation's annual *Partners in Community Forestry National Conference* provide the best way to learn about the social dimension of urban forestry. Current information is always available at arborday.org.

Past issues of Tree City USA bulletins delve into both spheres of knowledge. A binder with all issues can be an especially good reference and can be shared among board members. Reprints of each issue are also available at nominal cost. A particularly helpful issue is Bulletin No. 36, *How to Work with Volunteers - Effectively*.

Another way to benefit tree board members is to periodically schedule a guest speaker at tree board meetings. This can be someone from a city department to help better understand the perspective of engineers and planners, or it might be a professor from a local university to discuss some aspect of tree biology. Master Gardeners, nursery operators and many others can be a source of excellent local speakers.

For more information about sources that can help grow a great tree board, please visit arborday.org/bulletins and click on Bulletin No. 54.



James R. Fazio

Whether indoors at a regular meeting or outside at a special meeting, inviting a local expert to share his or her knowledge and perspectives is a good way to increase the effectiveness of a tree board.

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| 22. Tree City USA: Foundation for Better Mgt. | 22. | |
| 23. How to Conduct a Street Tree Inventory | 23. | |
| 24. Trees and Parking Lots | 24. | |
| 25. Tree Line USA | 25. | |
| 26. Understanding Landscape Cultivars | 26. | |
| 27. How to Manage Community Natural Areas | 27. | |
| 28. Placing a Value on Trees | 28. | |
| 29. How to Plan for Management | 29. | |
| 30. Ten Tree Myths to Think About | 30. | |
| 31. Tree Protection Ordinances | 31. | |
| 32. Let's Stop Salt Damage | 32. | |
| 33. How to Interpret Trees | 33. | |
| 34. How to Fund Community Forestry | 34. | |
| 35. Protect Trees During Underground Work | 35. | |
| 36. How to Work with Volunteers Effectively | 36. | |
| 37. Plant Health Care | 37. | |
| 38. The Way Trees Work | 38. | |
| 39. Putting Trees to Work | 39. | |
| 40. Trees in the Riparian Zone | 40. | |
| 41. Reduce Wildfire Risk | 41. | |
| 42. Working With Children | 42. | |
| 43. Selling Tree Programs | 43. | |
| 44. What Ails Your Tree? | 44. | |
| 45. Trees For Better Streets | 45. | |
| 46. Data to Advocacy | 46. | |
| 47. How to Bring 'Nature Explore' to Your Community | 47. | |
| 48. Teamwork Strengthens Community Forestry | 48. | |
| 49. Trees and the Law | 49. | |
| 50. Tree Campus USA | 50. | |
| 51. Trees and Safety | 51. | |
| 52. Making Good Use of Small Spaces | 52. | |
| 53. What Tree is That - and Why? | 53. | |
| 54. How to Grow a Great Tree Board | 54. | |
| —Tree City USA Annual Report | | |

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**PRELIMINARY
CITY COUNCIL
AGENDA
PLANNING
DOCUMENT**

March 26, 2024 City Council Work Session 5:30 pm		
	Gladstone Urban Renewal District Preliminary Analysis Discussion	CA Betz/ EC Jory/Consultants/FC Brucker
	Gladstone Police Department Wellness Program	PC Schmerber/Officer Gilliam/Chaplain Smith
	Discussion on Temporary Signs Per GMC 17.52.100	CA Betz/PC Schmerber
April 9, 2024 City Council Regular Meeting 6:30 PM		
	<ul style="list-style-type: none"> • Financials • Legal costs on projects • Minutes from previous Council meetings • Department Head Monthly Reports (March 2024) 	
Report	Clackamas Fire District	
	Consider approving the contract to complete paving projects (includes Webster Road between Cason Rd to the city limits and Oatfield).	PWD Caniparoli
	Consider approval of a resolution observing Arbor Day (April 27, 2024 Gladstone Nature Park)	PWD Caniparoli/CA Betz
	Consider approval of an ordinance to amend Gladstone Municipal Code Chapter 2.12 City Administrator Duties, 3.16 Fire Department Fire Trust Fund, 2.32, 2.24 Public Library	CR Bannick/CR Brucker
	Consider approval of an amended and restated intergovernmental agreement of Regional Water Providers Consortium	CA Betz/PWD Caniparoli
April 23, 2024 City Council Work Session 5:30 PM		
Joint meeting with Planning Commission	Climate Friendly & Equitable Communities Related to Oregon Administrative Rule (OAR) 66-012-0012 Parking Reform	PC Austin/CA Betz
May 14, 2024 City Council Regular Meeting 6:30 pm		
	<ul style="list-style-type: none"> • Financials • Legal costs on projects 	

Gladstone City Council Preliminary Agendas

	<ul style="list-style-type: none"> • Minutes from previous Council meetings • Department Head Monthly Reports (April 2024) 	
Report	Clackamas Fire District	
	Consider approval of the Community Festival Agreement with Gladstone Oaklodge Rotary	
	Policy guidance on the Climate Friendly & Equitable Communities related to Oregon Administrative Rule (OAR) 66-012-0012	PC Austin/CA Betz
	Appoint members to the Gladstone Youth Council	City Council
	Consider awarding a contract to complete the Unidirectional Flushing Program	PWD Caniparoli
	Consider approving a contract for a new fiscal Auditor	FC Brucker
	Consider approving a resolution to update the Gladstone Natural Hazard Mitigation Plan	CA Betz/PWD Caniparoli/PC Schmerber
May 28, 2024 City Council Work Session 5:30 pm		
June 11, 2024 City Council Regular Meeting 6:30 pm		
	<ul style="list-style-type: none"> • Financials • Legal costs on projects • Minutes from previous Council meetings • Department Head Monthly Reports (May 2024) 	
Report	Clackamas Fire District	
	Update the Master Fee Schedule (system development fees for ADUs, middle housing)	

Gladstone City Council Preliminary Agendas

June 25, 2024		
City Council Work Session		
5:30 PM		
July 9, 2024		
City Council Regular Meeting		
6:30 PM		
	<ul style="list-style-type: none"> • Financials • Legal costs on projects • Minutes from previous Council meetings • Department Head Monthly Reports (June 2024) 	
Report	Clackamas Fire District	
	Update on City Council Goals	
July 23, 2024		
City Council Work Session		
5:30 PM		
	Advisory Tree Board discussion on proposed Tree Ordinance	PWD Caniparoli/CA Betz
August 13, 2024		
Regular City Council Meeting		
6:30 PM		
	<ul style="list-style-type: none"> • Financials • Legal costs on projects • Minutes from previous Council meetings • Department Head Monthly Reports (July 2024) 	

August 27, 2024 City Council Work Session 5:30 PM		
September 10, 2024 Regular City Council Meeting 6:30 PM		
	<ul style="list-style-type: none"> • Financials • Legal costs on projects • Minutes from previous Council meetings • Department Head Monthly Reports (August 2024) 	
	Consider approving an ordinance to rezone the Gladstone Nature Park property and the Meldrum Bar Park parcel to Open Space (The City needs to get legal descriptions of both properties)	PC Austin
September 24, 2024 City Council Work Session 5:30 PM		
October 8, 2024 City Council Regular Meeting 6:30 PM		
	<ul style="list-style-type: none"> • Financials • Legal costs on projects • Minutes from previous Council meetings • Department Head Monthly Reports (September 2024) 	
Public Hearing	Consider approval of Climate Friendly & Equitable Communities Policy on parking reform	

Gladstone City Council Preliminary Agendas

	Consider approval of an ordinance to approve a Tree Ordinance in the Gladstone Municipal Code	PC Austin/CA Betz
October 22, 2024 City Council Work Session 5:30 PM		
November 12, 2024 City Council Regular Meeting 6:30 PM		
	<ul style="list-style-type: none"> • Financials • Legal costs on projects • Minutes from previous Council meetings • Department Head Monthly Reports (October 2024) 	
	Consider approval of the Capital Improvement Plan (CIP)	PWD Caniparoli/CA Betz
November 26, 2024 City Council Work Session 5:30 PM		
December 10, 2024 City Council Regular Meeting 6:30 PM		
	<ul style="list-style-type: none"> • Financials • Legal costs on projects • Minutes from previous Council meetings • Department Head Monthly Reports (November 2024) • Certify election results 	
	Jacque out of office	

Gladstone City Council Preliminary Agendas

December 24, 2024 City Council Work Session 5:30 PM		
	Break for Holidays	
To Be Set		
	Acceptance of Oregon Parks and Recreation Committee Grant for the paved loop trail at the Gladstone Nature Park	CA Betz/PWD Caniparoli
	Use of ARPA Funds	
	Consider approval of a contract with Clackamas County for Behavior Health Mobile Crisis position in the Gladstone Police Department	PC Schmerber