



**GLADSTONE CITY COUNCIL MEETING  
CIVIC CENTER COUNCIL CHAMBERS  
April 9, 2024 – 6:30 PM**

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**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/89713931125?pwd=JV0HWZC5V7wxTs6qL6onLzv9UOIY3A.MJBFHOsK0HO8xI7X>

Passcode: 218519

Or One tap mobile :

+17207072699,,89713931125#,,,,\*218519# US (Denver); +12532050468,,89713931125#,,,,\*218519# US

Or Telephone:

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

+1 720 707 2699 US (Denver); +1 253 205 0468 US

Webinar ID: 897 1393 1125

Passcode: 218519

If members of the public would like to comment on an agenda item (either virtually or in person) please email your comments or your request to speak to [bannick@ci.gladstone.or.us](mailto:bannick@ci.gladstone.or.us) prior to 12:00 p.m. (noon) on April 9, 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](mailto:bannick@ci.gladstone.or.us) prior to 12:00 p.m. (noon) on April 9, 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**

**AGENDA ADDITIONS OR CORRECTIONS**

**CONSENT AGENDA:**

1. Approval of March 12, 2024 Regular Minutes
2. Approval of February Bank Balances
3. Budget Report for Period ending 02-29-2024
4. Approval of February Check Register
5. Legal costs for January & February 2024
6. Department Head Monthly Reports for March 2024
7. Approval of Oregon Liquor & Cannabis Commission (OLCC) application for H&S Energy, 19850 McLoughlin Blvd

**CORRESPONDENCE: None**

**8. REPORT – CLACKAMAS FIRE DISTRICT UPDATE** – Assistant Fire Chief Brian Stewart and Captain Greg LeDoux

**9. 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:**

**10. LETTER OF SUPPORT TO THE HOUSING AUTHORITY OF CLACKAMAS COUNTY SCATTERED SITES SECTION 18 DISPOSITION APPLICATION.**

Staff from the Housing Authority of Clackamas County will provide a presentation to the City Council on the Housing Authority’s Scattered Sites Section 18 Disposition.

**11. RESOLUTION 1235 – A RESOLUTION PROCLAIMING ARBOR DAY IN THE CITY OF GLADSTONE**

Consider approving Resolution 1235 – a resolution observing Arbor Day – April 27, 2024.

**12. CITY OF GLADSTONE PAVING PROJECT CONTRACT**

Consider awarding a public improvement contract to KNL Industries Inc. in the amount of \$837,368.18 (including a 10% contingency) to complete 2024 paving projects, which includes Webster Road from Cason Road to City limits and on Oatfield from Webster Road to Ridgeway.

**13. ORDINANCE 1530 – AMENDING GLADSTONE MUNICIPAL CODE (GMC) CHAPTERS 2.12 – CITY ADMINISTRATOR DUTIES (CLARIFYING JOB TITLES OF DEPARTMENT HEADS); 2.24 – PUBLIC LIBRARY; 2.32 FIRE DEPARTMENT AND REPEALING GMC CHAPTER 3.16 – FIRE DEPARTMENT FIRE TRUCK TRUST FUND**

Consider approving Ordinance 1530 – amending GMC Chapter 2.12 – City Administrator Duties to update titles of department heads; Chapters 2.24 – Public Library; 2.32 – Fire Department and repealing GMC Chapter 3.16 – Fire Department Fire Truck Trust Fund.

**14. INTERGOVERNMENTAL AGREEMENT (IGA) OF REGIONAL WATER PROVIDERS CONSORTIUM**

Consider approval of an amended and re-stated IGA of Regional Water Providers Consortium.

**15. INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN CLACKAMAS COUNTY AND THE CITY OF GLADSTONE FOR DEBRIS REMOVAL IN THE EVENT OF AN EMERGENCY DECLARATION**

Consider approving an IGA between Clackamas County and the City of Gladstone for debris removal in the event of an emergency declaration.

**BUSINESS CARRIED FORWARD**

1. Update on Gladstone Diversity, Equity, Inclusion Engagement and Planning.
2. Update on City-led Initiatives funding recommendations- Gladstone Food Pantry

**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:**

- April 23, 2024 – Joint City Council / Planning Commission Work Session – 5:30 p.m.
  - May 14, 2024 – City Council Regular Meeting – 6:30 p.m.
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**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](mailto:bannick@ci.gladstone.or.us). Staff will do their best to respond in a timely manner and to accommodate requests.



# April

## **CONSENT AGENDA**







## **GLADSTONE CITY COUNCIL MEETING MINUTES OF MARCH 12, 2024**

Meeting was called to order by Mayor Milch at 6:30 p.m. – (Via Zoom and In Person)

### **ROLL CALL:**

Mayor Michael Milch, Councilor Huckaby, Councilor Alexander, Councilor Reichle, Councilor Cook, Councilor Roberts, Councilor Garlington

### **ABSENT:**

None.

### **STAFF:**

Jacque Betz, City Administrator; John Schmerber, Police Chief; Heather Austin, Senior Planner; Darren Caniparoli, Public Works Director; Chad Jacobs, City Attorney; Tami Bannick, City Recorder;

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### **INTRODUCTION:**

Chief Schmerber introduced and Administrator Betz administered the Oath of Office to Gladstone's two new police officers, Officer Richard Storm and School Resource Officer Robert Teague.

### **AGENDA ADDITIONS OR CORRECTIONS:**

None.

### **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

*Councilor Alexander made a motion to approve the Consent Agenda. 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.*

### **CORRESPONDENCE:**

None.

### **8. REPORT – CLACKAMAS FIRE DISTRICT UPDATE**

Division Chief Rick Huffman and Community Paramedic Neil Clasen discussed the community health issue of overdoses and Narcan (naloxone) availability and use.

Narcan is an opioid overdose treatment that is available to the public without a prescription. Community members can receive nasal spray applications of Narcan through the fire department, AMR, or a public safety office to have on hand in cases where one may encounter a person in crisis. There are also vending machines that give out doses for free out in front of the Oregon City County Jail. Council was



shown what an application looks like, how to administer it, what a potential patient in need may look like, and how to dispose of the package material. They were reassured that this is a safe medication that does not generally have adverse effects unless given in large quantities and that the person giving the dose is protected under Good Samaritan laws. Even though it is a fairly safe drug, it was advised to call 911 after giving a dose to someone.

**9. PRESENTATION – CLACKAMAS COMMUNITY COLLEGE BOND PROPOSAL FOR NOVEMBER 2024**

Clackamas Community College President Tim Cook talked to City Council about the College Bond proposal they are considering for the November 2024 ballot. The college is requesting feedback on some projects being reviewed with a goal to look forward 10-30 years to make sure the facilities have high-quality instruction for the future.

The college created a master plan for all three campuses as they looked at higher education, how learning is changing, and how to prepare facilities for that change. After much research of what was needed and narrowing the full scope of \$335 million down to the immediate priorities, they were able to come to an agreement of the need for \$110-120 million which is the renewal rate for the current bond. They will also continue to pursue federal and state grants to leverage the bond funds. This bond will not raise current property tax. The college bought an 11-acre parcel of land for \$1.5 million which is their only bond debt.

Three themes were identified for focus: Preparing students for success in modern learning spaces, community connections, and preserving and maintaining assets.

Preparing students for success in modern learning spaces looks like designing a Center of Excellence for their farming, welding, and wildlife fire program. In addition to that, modernizing student learning space is necessary to handle a combination of in-person, online, and recorded classes.

Community/partner connection opportunities may include a Challenge Center which allows for outer space simulations, a work force training center at the Wilsonville campus, athletic fields, and large spaces with grandstands.

Preserving and maintaining assets is seen as upgrading technology and computer labs, improving safety and security, and putting HVAC in older buildings to save money.

The college is very keen on being good stewards of the money they receive. They are visiting different parts of the county to talk about this bond and ask for feedback which can come to them from a City Council meeting, open houses, or at [cccbond.org](http://cccbond.org).

**10. GLADSTONE CITY EVENT ANNOUNCEMENTS**

None.

**REGULAR AGENDA:**

**11. PUBLIC HEARING: ORDINANCE 1528 – AMENDING GLADSTONE MUNICIPAL CODE (GMC) CHAPTER 17.78 HOME OCCUPATIONS**

Mayor Milch called the public hearing to order for Planning File TXT-23-02. The proposed amendments would provide a new definition and new terms for home occupations in the City of Gladstone.

Heather Austin, Senior Planner, is discussing changes to the GMC Chapter 17.78 with regard to Home Occupation standards. The proposed updates have gone through several iterations, a hearing with the Planning Commission, and a review with the City Attorney's office. The proposed updates will apply to permits moving forward from the date of adoption.

Background given for the change was to offer clarity on applying and administering standards and create understanding on rules and regulations for home occupation businesses. Several departments within the City worked together on making the language better. These departments were Administration, Code Enforcement, Police, Public Works, Economic Development, and Planning.

The language looked to simplify the permit process. The home occupation permit was reduced from two types to one type and clarification was made on who can and who cannot participate in a home-based business.

This proposed amendment is consistent with Oregon statewide planning goals, Gladstone Municipal Code, Metro's Functional Plan, and the Transportation Planning Rule as well as submission of findings to the Department of Land Conservation and Development (DLCD) in preparation for the public hearing process. The staff recommends approval of the ordinance.

Council Questions:

Councilor Garlington pointed to a duplicate phrase on Chapter 17.78.040 (13), "Affixed directly to the dwelling." Staff acknowledged the typo and will remove the duplicate. Her second question was in Chapter 17.78.050 (2) concerning the notification distance of a home occupation being 100 feet and believes this should be 200 feet. Heather Austin responded that this 100-foot distance is consistent with Development Code 17.94.050 and type 1 administrative permits.

Public Testimony:

In Favor: None.

Opposed: None.

Neutral: None.

The Council was asked if anyone will abstain from the matter or declare a conflict of interest. Councilor Cook advised that they had a home occupied business through 2023 but not currently and asked if anyone believed this to be a conflict of interest. The response was that this was not believed to be a conflict of interest.

Correspondence Received: None.

Staff Comments: None.

City Attorney Jacobs had a member of his staff review this and make adjustments for clarity. No more clarifications were suggested.

*Councilor Huckaby made a motion to close the public hearing on this matter. Motion was seconded by Councilor Roberts. Ms. Bannick took a roll call vote: Councilor Alexander – yes. Councilor Reichle – yes. Councilor Cook – yes. Councilor Roberts – yes. Councilor Garlington – yes. Councilor Huckaby – yes. Mayor Milch – yes.*

PUBLIC HEARING CLOSED

Council had a discussion on changing the notification distance in Chapter 17.78.050 (2) from 100 feet to 200 feet. A clarification was made that the distance change is only for notification purposes and not for hearings that could include/exclude the permitting decision.

*Mayor Milch called for a roll call vote for amending language in Gladstone Municipal Code Chapter 17.78.050 (2) to show notification distance change from 100 feet to 200 feet. A yes vote agrees to 200 feet, and a no vote agrees to 100 feet. Ms. Bannick took a roll call vote: Councilor Roberts – yes. Councilor Cook – No. Councilor Reichle – yes. Councilor Alexander – yes. Councilor Huckaby – No. Councilor Garlington - yes. Mayor Milch – No. Motion passed 4-3 votes.*

*Councilor Roberts made a motion to approve Ordinance 1528 adopting a text amendment to Gladstone Municipal Code Chapter 17.78 Home Occupation File TXT 23-03 with one correction to Chapter 17.78.040 (13) and including the amendment to Chapter 17.78.050 (2). Motion was seconded by Councilor Alexander. Ms. Bannick took a roll call vote: Councilor Cook – yes. Councilor Reichle – yes. Councilor Alexander – yes. Councilor Huckaby – yes. Councilor Roberts - yes. Councilor Garlington – yes. Mayor Milch – yes. Motion passed unanimously.*

**12. EVERGREEN STORM DRAIN PROJECT CONTRACT**

Public Works Director Caniparoli offered information to the Council to consider awarding a public improvement contract to SLE Inc. for the Evergreen Storm Drain Project.

This project will be replacement of 393 feet of 18-inch storm line that is currently obstructed by a large tree, installing two new manholes, and relocating the outfall from this pipe. This pipe is the final section that drains most of 82<sup>nd</sup> Drive. The outfall for this pipe will be redirected south and into a swale and then will flow into a river. The city will work around the tree that is obstructing the pipe as best as they can, but if it needs to be removed, they will consult with an arborist, and this cost is included in the bid price.

The Request for Proposal (RFP) brought in 18 proposals with the lowest submitted bid by SLE Inc. for \$114,090.50. City staff recommends a 25% contingency of \$28,522.63 for a total contract amount not to exceed \$142,613.13.

*Councilor Roberts moved to approve a public improvement contract with SLE Inc. in the amount not to exceed \$142,613.13 to complete the Evergreen Lane Storm Drain Project. Motion was seconded by Councilor Huckaby. Ms. Bannick took a roll call vote: Councilor Reichle – yes. Councilor Alexander – yes. Councilor Huckaby – yes. Councilor Garlington - yes. Councilor Roberts – yes. Councilor Cook – yes. Mayor Milch – yes. Motion passes unanimously.*

City Council took a five (5) minute recess.

**13. CURED IN PLACE PIPE (CIPP) SANITARY SEWER REPAIR PROJECT**

Director Caniparoli advised the Council this is the first phase of a project that will correct deficiencies in the Gladstone Oak Lodge sanitary sewer area that needs to be completed by December 2027. This phase will address infrastructure to eliminate Inflow and Infiltration in the sanitary sewer system.

CIPP is much more cost effective because it repairs pipes while still in the ground versus digging up the ground, replacing the pipe, and then repairing what was dug up. The cost difference between CIPP and traditional construction is CIPP runs approximately \$200 per foot versus \$750 per foot for traditional construction.

The City received four bids from their RFP with the lowest bid being \$93,854 from Iron Horse Excavation, LLC dba Oxbow Construction. Staff recommends a 25% contingency of \$23,463.50 for a total contract amount not to exceed \$117,317.50.

*Councilor Roberts made a motion to approve the award of bid in 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. Motion was seconded by Councilor Alexander. Ms. Bannick took a roll call vote: Councilor Huckaby – yes. Councilor Garlington – yes. Councilor Roberts – yes. Councilor Cook – yes. Councilor Reichle – yes. Councilor Alexander – yes. Mayor Milch – yes.*

**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**

City Attorney Chad Jacobs brought to the Council a resolution that the City and County services is requesting adoption of a provision in the state law that provides expanded recreational immunity for property damage or personal injury that result from non-motorized public use of trails and structures that occur in public easements and unimproved rights of ways. Examples of public easements are sewer or public utility easements where the public needs to use those areas to get from one place to another. An unimproved right-of-way example would be a road that is known but not created yet but could be in the future, and someone from the public may walk through that area.

Cities with populations of less than 500,000 need to pass a resolution or ordinance to affirmatively opt into this Oregon statute. This is recommended by the city's insurance service.

City Attorney Jacobs did provide an update to the memo in the Council's packet that showed where the State Legislature addressed some issues that arose out of the City of Newport case mentioned in the memo. It is not expected to see many issues happening in these areas, but this will offer more protection if the issue came up.

*Councilor Roberts made a motion to approve Resolution 1234, a resolution adopting the limitations of liability for certain claims arising for the use of trails or structures with the public easements and unimproved rights of way under ORS 105.668. Motion was seconded by Councilor Reichle. 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 passes unanimously.*

**15. ORDINANCE 1529 – AN ORDINANCE ADDING NEW GLADSTONE MUNICIPAL CODE (GMC) CHAPTER 2.90 – CREATION OF THE GLADSTONE YOUTH COUNCIL**

Administrator Betz offered a brief overview of the work process that created the draft language given in the Council packet. If approved, the City will begin recruiting and promoting the Youth Council from March 14<sup>th</sup>-April 18<sup>th</sup>, will conduct interviews April 22<sup>nd</sup>-May 3<sup>rd</sup>, and hope to appoint members on May 14<sup>th</sup>. There will be a special work session with the Youth Council in August, and they will be administered the Oath of Office and start their duties in September for a 1-year term. The school district has offered a lot of support for this council body and will help promote it.

Staff recommends formal appointments of Council President Luke Roberts as the City Council liaison to the Youth Council and Councilor Huckaby as the alternate.

*Councilor Alexander made a motion that the City Council 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. Motion was seconded by Councilor Reichle. Ms. Bannick took a roll call vote: Councilor Huckaby – yes. Councilor Alexander – yes. Councilor Reichle – yes. Councilor Cook - yes. Councilor Roberts – yes. Councilor Garlington – yes. Mayor Milch – yes. Motion passes unanimously.*

*Councilor Alexander made a motion for the City Council to formally appoint Council President Luke Roberts as the City Council liaison to the Youth Council and Councilor Huckaby as the alternate. Motion was seconded by Councilor Cook. 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.*

**16. GLADSTONE TREE BOARD AD-HOC COMMITTEE**

This recommendation is to appoint representatives from the community to this board.

The City Council directed Administrator Betz to make it a city goal to have a Tree City USA designation for Gladstone. Requirements for this designation are to create a tree board by the end of 2024 which will create a tree ordinance, establish a community forestry program with an annual budget of at least \$2 per capita, and adopt a resolution proclaiming Arbor Day observance in April.

The City advertised for volunteers and gave them a list of roles and responsibilities. The following individuals expressed 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; and Sandy Dittmar, Gladstone resident and wholesale nursery professional. A City Council liaison or member is not required but is an option if anyone is interested. They would like their first meeting to be in April.

Mayor Milch asked if there was agreement on the Council to appoint all listed volunteers, and all reactions were in positive. There were no negative actions or statements. Mayor Milch appointed the listed volunteers in concurrence with the Council.

**BUSINESS CARRIED FORWARD:**

None.

**BUSINESS FROM THE AUDIENCE:**

None.

**BUSINESS FROM THE COUNCIL:**

**Councilor Garlington:** She unfortunately missed the Senior Center pop-up art show but is excited that there will be another one in June on Dartmouth and Portland Avenue. She enjoys having art in her community. On Arbor Day, April 27<sup>th</sup>, as part of their Tree City USA work, the City will plant a community tree at the nature park. She asked each Council member to donate an hour of their time to help with this event. This event will also include the annual plant sale. She brought up frustrations with the RC car track at Meldrum Bar Park and would like the Council to add an agenda item to a future session to discuss the future of the track.

Councilor Huckaby inquired if Council members need to agree to place items on a future Council agendas. Administrator Betz referenced Council Rules and advised a consensus of the Council is needed.

The Mayor questioned if there was a consensus of Council members to add this item to a future agenda. Councilor Alexander indicated he utilizes the RC track for his personal RC car and has not witnessed any destruction of that area and recognized users of the RC track pay their \$3.00 parking fee for use of the RC track.

Mayor Milch took a vote from the Council to see if this is a discussion item they would like to see in the future: Councilor Garlington – yes. Councilor Roberts – no. Councilor Cook – no. Councilor Huckaby – no. Councilor Reichle – indicated she is not opposed to discussion of this topic, however, she indicated staff has reached out to RC track users and are trying to establish a relationship with the RC user group, therefore, she would like to hold off on discussion until that time. The consensus is that this not be added as an agenda item at this time.

**Councilor Roberts:** Concerning the RC car track, he requested administrative staff provide a future update on conversations with the RC track users. He thanked the Council for supporting the work of creating a Youth Council, and he will bring the approval status update to the school board on March 13<sup>th</sup>.

**Councilor Cook:** They offered appreciation to several people in the community. The parents and school staff at Candy Lane engaged in the Safe Routes to School process where the police department was at pickup to introduce themselves and hand out stickers. She appreciated their engagement. Councilor Cook

chaperoned on a recent school field trip with their son where they went to the fire station for some fire safety education and the library where they were told about resources available to them. They really appreciated how well both stops spent real time with the kids to give them information. They also acknowledged important holidays this month of Ramadan and Easter.

**Councilor Reichle:** She attended the Parks Board meeting on March 11<sup>th</sup>. She updated the Council that the playground at Meldrum Bar Park is now open. Director Caniparoli said it has been super busy with lots of kids playing on it. Robin Hood Park is waiting for better weather to lay down the needed bark chips which will hopefully be soon. Director Caniparoli met with a resident concerning some ideas and improvements to make David M. Scott Park (i.e. Ridgegate Park) more recognizable. The Parks Board is looking into a grant from T-Mobile for funding phase 1 of a dog park at Meldrum Bar Park which is in the parks master plan. Concerning the RC car track at Meldrum Bar Park, Director Caniparoli has met with a representative from the track group, and they are establishing a relationship.

**Councilor Alexander:** He asked Administrator Betz about the sign/mural on Portland and Dartmouth, and she let him know time will be scheduled to take it down and reinstall it when the weather is better. He is very excited about the Youth Council and congratulated its approval.

**Councilor Huckaby:** She asked about when Council will see the use of ARPA funds on the agenda, and Administrator Betz let her know she is targeting the May work session. Councilor Huckaby let the Council know that there will be a Narcan training session for city staff and councilors in the community room in April put on by N4N, a non-profit organization formally known as Need for Narcan. She encouraged anyone interested to attend. She gave a reminder about the community events sponsorship program to assist in the development and marketing of festivals and community events. It is a 1-to-1 match with a maximum of \$2,500 per event per organization per year. She acknowledged Women’s History Month and International Women’s Day.

**Mayor Milch:** Mayor Milch spoke about the opportunity he had to participate in Everybody Reads Day at John Wetten Elementary School. He found a book written for children that deals with how people formed cities and what cities do for people. He received great feedback from a 4<sup>th</sup> grader who really enjoyed having all of their favorite activities close together which gave the Mayor an opportunity to reflect on how he feels proximity and walkability is important in a community. He also gave an update on tolling where Governor Kotek has made the decision that tolling is not for Oregon at this time. There will need to be discussion on how to finish seismic upgrades on the Abernathy Bridge without tolling funds.

**ADJOURN:**

*Councilor Huckaby made a motion to adjourn. Motion was seconded by Councilor Roberts. 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.*

Meeting was adjourned at 9:14 p.m.

Approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Michael Milch, Mayor

ATTEST:  
\_\_\_\_\_  
Tami Bannick, City Recorder







<b>BANK BALANCES</b>						
<b>Month Ending Balance</b>						
<b>Bank</b>	<b>July 2023</b>	<b>August 2023</b>	<b>September 2023</b>	<b>October 2023</b>	<b>November 2023</b>	<b>December 2023</b>
<b>LGIP -City Of Gladstone #4472</b>	\$ 25,192,979.55	\$ 25,449,877.99	\$ 25,170,836.81	\$ 24,467,079.91	\$ 28,039,448.67	\$ 29,057,323.10
<b>LGIP - Urban Renewal Agency #4650</b>	2,427,381.48	2,438,367.43	2,450,180.17	2,248,798.67	3,064,490.89	3,287,798.75
<b>Checking Accounts:</b>						
<b>General Fund</b>	432,049.63	169,111.09	104,430.92	207,700.44	342,634.77	90,843.34
<b>Urban Renewal</b>	549,462.65	33,760.33	33,760.60	33,760.88	31,631.15	31,631.41
<b>Municipal Court</b>	28,242.65	30,073.80	31,893.41	29,051.19	29,895.73	32,814.18
<b>Totals</b>	<b>\$ 28,630,115.96</b>	<b>\$ 28,121,190.64</b>	<b>\$ 27,791,101.91</b>	<b>\$ 26,986,391.09</b>	<b>\$ 31,508,101.21</b>	<b>\$ 32,500,410.78</b>
<b>Bank</b>	<b>January 2024</b>	<b>February 2024</b>	<b>March 2024</b>	<b>April 2024</b>	<b>May 2024</b>	<b>June 2024</b>
<b>LGIP -City Of Gladstone #4472</b>	\$ 28,158,945.42	\$ 27,602,311.95				
<b>LGIP - Urban Renewal Agency #4650</b>	3,289,809.67	3,312,141.73				
<b>Checking Accounts:</b>						
<b>General Fund</b>	15,506.87	223,244.83				
<b>Urban Renewal</b>	51,379.79	28,837.54				
<b>Municipal Court</b>	29,380.23	31,598.10				
<b>Totals</b>	<b>\$ 31,545,021.98</b>	<b>\$ 31,198,134.15</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>







# Budget Report Account Summary

For Fiscal: 2023-2024 Period Ending: 02/29/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 100 - GENERAL FUND</b>							
<b>Revenue</b>							
<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL</b>							
<b>RptType: 3000 - BEG FUND BAL.</b>							
<a href="#">100-000-309999</a>	BEGINNING FUND BALANCE	8,240,000.00	8,240,000.00	0.00	0.00	-8,240,000.00	0.00 %
	<b>RptType: 3000 - BEG FUND BAL. Total:</b>	<b>8,240,000.00</b>	<b>8,240,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-8,240,000.00</b>	<b>0.00%</b>
<b>RptType: 3100 - LOCAL TAXES</b>							
<a href="#">100-000-310010</a>	CURRENT YEAR TAXES	9,959,943.00	9,959,943.00	33,863.47	4,583,265.80	-5,376,677.20	46.02 %
<a href="#">100-000-310050</a>	PRIOR YEAR TAXES	70,000.00	70,000.00	3,986.68	27,579.66	-42,420.34	39.40 %
<a href="#">100-000-314045</a>	TRANSIENT LODGING TAX	350,000.00	350,000.00	2,926.37	84,446.27	-265,553.73	24.13 %
	<b>RptType: 3100 - LOCAL TAXES Total:</b>	<b>10,379,943.00</b>	<b>10,379,943.00</b>	<b>40,776.52</b>	<b>4,695,291.73</b>	<b>-5,684,651.27</b>	<b>45.23%</b>
<b>RptType: 3110 - STATE SHARED TAXES</b>							
<a href="#">100-000-310170</a>	STATE REVENUE SHARING	310,000.00	310,000.00	43,763.39	82,179.63	-227,820.37	26.51 %
<a href="#">100-000-311010</a>	ALCOHOL TAX REVENUE	486,922.00	486,922.00	29,721.30	129,446.15	-357,475.85	26.58 %
<a href="#">100-000-311015</a>	MARIJUANA TAX	88,955.00	88,955.00	0.00	20,604.58	-68,350.42	23.16 %
<a href="#">100-000-311020</a>	CIGARETTE TAX REVENUE	17,402.00	17,402.00	643.45	4,993.84	-12,408.16	28.70 %
	<b>RptType: 3110 - STATE SHARED TAXES Total:</b>	<b>903,279.00</b>	<b>903,279.00</b>	<b>74,128.14</b>	<b>237,224.20</b>	<b>-666,054.80</b>	<b>26.26%</b>
<b>RptType: 3120 - RIGHT OF WAY FEES</b>							
<a href="#">100-000-312010</a>	GLADSTONE DISPOSAL FRANCHISE	275,000.00	275,000.00	0.00	68,398.99	-206,601.01	24.87 %
<a href="#">100-000-312025</a>	PGE FRANCHISE FEES	1,018,440.00	1,018,440.00	0.00	0.00	-1,018,440.00	0.00 %
<a href="#">100-000-312030</a>	NW NATURAL GAS FRANCHISE FEE	315,700.00	315,700.00	46,007.69	58,352.06	-257,347.94	18.48 %
<a href="#">100-000-312040</a>	COMCAST CABLE TV FRANCHISE FE	280,000.00	280,000.00	32,159.98	65,256.13	-214,743.87	23.31 %
	<b>RptType: 3120 - RIGHT OF WAY FEES Total:</b>	<b>1,889,140.00</b>	<b>1,889,140.00</b>	<b>78,167.67</b>	<b>192,007.18</b>	<b>-1,697,132.82</b>	<b>10.16%</b>
<b>RptType: 3130 - LICENSES AND PERMITS</b>							
<a href="#">100-000-313010</a>	BUSINESS LICENSE FEES	187,500.00	187,500.00	3,685.00	80,741.25	-106,758.75	43.06 %
<a href="#">100-000-313015</a>	LIQUOR LICENSE RENEWALS	1,000.00	1,000.00	315.00	560.00	-440.00	56.00 %
<a href="#">100-000-313020</a>	ALARM PERMITS	19,000.00	19,000.00	819.92	3,090.66	-15,909.34	16.27 %
<a href="#">100-000-313025</a>	PARKING PERMITS	227,000.00	227,000.00	6,327.00	45,454.00	-181,546.00	20.02 %
	<b>RptType: 3130 - LICENSES AND PERMITS Total:</b>	<b>434,500.00</b>	<b>434,500.00</b>	<b>11,146.92</b>	<b>129,845.91</b>	<b>-304,654.09</b>	<b>29.88%</b>
<b>RptType: 3140 - CHARGES FOR SERVICES</b>							
<a href="#">100-000-314010</a>	RECREATION FEES	14,000.00	14,000.00	0.00	2,829.17	-11,170.83	20.21 %
<a href="#">100-000-314015</a>	COMMUNITY CENTER BUILDING RE	13,500.00	13,500.00	1,192.50	7,555.00	-5,945.00	55.96 %
<a href="#">100-000-314020</a>	PLANNING APPLICATION FEES	80,000.00	80,000.00	2,600.00	26,974.88	-53,025.12	33.72 %
<a href="#">100-000-314025</a>	SOCIAL SERVICES CONTRACT	90,000.00	90,000.00	1,917.00	24,563.74	-65,436.26	27.29 %
<a href="#">100-000-314030</a>	LIEN SEARCH FEES	9,500.00	9,500.00	180.00	1,830.00	-7,670.00	19.26 %
	<b>RptType: 3140 - CHARGES FOR SERVICES Total:</b>	<b>207,000.00</b>	<b>207,000.00</b>	<b>5,889.50</b>	<b>63,752.79</b>	<b>-143,247.21</b>	<b>30.80%</b>
<b>RptType: 3141 - SDC</b>							
<a href="#">100-000-314110</a>	PARK SDC FEES	0.00	0.00	22,508.10	22,900.77	22,900.77	0.00 %
<a href="#">100-000-314111</a>	SDC REIMBURSEMENT FEE	0.00	0.00	0.00	3,669.48	3,669.48	0.00 %
	<b>RptType: 3141 - SDC Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>22,508.10</b>	<b>26,570.25</b>	<b>26,570.25</b>	<b>0.00%</b>
<b>RptType: 3150 - GRANTS</b>							
<a href="#">100-000-315030</a>	POLICE GRANTS	90,000.00	90,000.00	3,246.05	17,112.81	-72,887.19	19.01 %
<a href="#">100-000-315055</a>	MARINE BOARD MAINTENANCE GR	0.00	0.00	0.00	8,840.00	8,840.00	0.00 %
<a href="#">100-000-315065</a>	WES/GOOD NEIGHBOR GRANT	110,250.00	110,250.00	0.00	50,000.00	-60,250.00	45.35 %
<a href="#">100-000-315075</a>	COMM. CENTER STATE/LOCAL FUN	0.00	0.00	0.00	4,005.75	4,005.75	0.00 %
<a href="#">100-000-315080</a>	OTHER GRANTS	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
	<b>RptType: 3150 - GRANTS Total:</b>	<b>300,250.00</b>	<b>300,250.00</b>	<b>3,246.05</b>	<b>79,958.56</b>	<b>-220,291.44</b>	<b>26.63%</b>

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>RptType: 3260 - FINES AND FORFEITURES</b>							
<a href="#">100-000-326010</a>	COURT FINES & FORFEITURES	670,000.00	670,000.00	22,278.95	192,502.61	-477,497.39	28.73 %
<b>RptType: 3260 - FINES AND FORFEITURES Total:</b>		<b>670,000.00</b>	<b>670,000.00</b>	<b>22,278.95</b>	<b>192,502.61</b>	<b>-477,497.39</b>	<b>28.73%</b>
<b>RptType: 3301 - INTEREST</b>							
<a href="#">100-000-330100</a>	INTEREST	565,000.00	565,000.00	111,744.74	841,106.65	276,106.65	148.87 %
<b>RptType: 3301 - INTEREST Total:</b>		<b>565,000.00</b>	<b>565,000.00</b>	<b>111,744.74</b>	<b>841,106.65</b>	<b>276,106.65</b>	<b>148.87%</b>
<b>RptType: 3600 - MISCELLANEOUS</b>							
<a href="#">100-000-360000</a>	ALL OTHER GF RECEIPTS	40,000.00	40,000.00	1,476.19	13,501.46	-26,498.54	33.75 %
<a href="#">100-000-360100</a>	NAT'L OPIOID SETTLEMENT FUNDS	140,000.00	140,000.00	23,189.23	32,244.00	-107,756.00	23.03 %
<a href="#">100-000-362115</a>	COMMUNITY CENTER MISC. INCO	5,500.00	5,500.00	228.00	3,458.20	-2,041.80	62.88 %
<a href="#">100-000-362212</a>	TRAM TRIPS	22,000.00	22,000.00	479.00	8,459.73	-13,540.27	38.45 %
<a href="#">100-000-362213</a>	MEAL DONATIONS	40,000.00	40,000.00	1,924.00	20,709.06	-19,290.94	51.77 %
<b>RptType: 3600 - MISCELLANEOUS Total:</b>		<b>247,500.00</b>	<b>247,500.00</b>	<b>27,296.42</b>	<b>78,372.45</b>	<b>-169,127.55</b>	<b>31.67%</b>
<b>RptType: 3700 - OTHER</b>							
<a href="#">100-000-371000</a>	SALE OF SURPLUS EQUIP/PROPERT	30,000.00	30,000.00	0.00	11,303.93	-18,696.07	37.68 %
<b>RptType: 3700 - OTHER Total:</b>		<b>30,000.00</b>	<b>30,000.00</b>	<b>0.00</b>	<b>11,303.93</b>	<b>-18,696.07</b>	<b>37.68%</b>
<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:</b>		<b>23,866,612.00</b>	<b>23,866,612.00</b>	<b>397,183.01</b>	<b>6,547,936.26</b>	<b>-17,318,675.74</b>	<b>27.44%</b>
<b>Department: 910 - TRANSFER IN</b>							
<b>RptType: 3990 - TRANSFERS IN</b>							
<a href="#">100-910-399105</a>	TRANSFER IN FROM ARPA FUND	653,500.00	653,500.00	0.00	0.00	-653,500.00	0.00 %
<a href="#">100-910-399205</a>	TRANSFER IN FROM STREET FUND	584,717.00	584,717.00	0.00	0.00	-584,717.00	0.00 %
<a href="#">100-910-399390</a>	TRANSFER IN FROM URBAN RENE	590,503.00	590,503.00	0.00	212,866.48	-377,636.52	36.05 %
<a href="#">100-910-399730</a>	TRANSFER IN FROM SEWER FUND	417,900.00	417,900.00	0.00	0.00	-417,900.00	0.00 %
<a href="#">100-910-399740</a>	TRANSFER IN FROM WATER FUND	523,678.00	523,678.00	0.00	0.00	-523,678.00	0.00 %
<a href="#">100-910-399750</a>	TRANSFER IN FROM STORM WATER	427,101.00	427,101.00	0.00	0.00	-427,101.00	0.00 %
<b>RptType: 3990 - TRANSFERS IN Total:</b>		<b>3,197,399.00</b>	<b>3,197,399.00</b>	<b>0.00</b>	<b>212,866.48</b>	<b>-2,984,532.52</b>	<b>6.66%</b>
<b>Department: 910 - TRANSFER IN Total:</b>		<b>3,197,399.00</b>	<b>3,197,399.00</b>	<b>0.00</b>	<b>212,866.48</b>	<b>-2,984,532.52</b>	<b>6.66%</b>
<b>Revenue Total:</b>		<b>27,064,011.00</b>	<b>27,064,011.00</b>	<b>397,183.01</b>	<b>6,760,802.74</b>	<b>-20,303,208.26</b>	<b>24.98%</b>
<b>Expense</b>							
<b>Department: 121 - ADMIN</b>							
<b>RptCategory: 40 - PERSONNEL SERVICES</b>							
<a href="#">100-121-431010</a>	CITY ADMINISTRATOR	409,752.00	409,752.00	16,418.64	136,501.68	273,250.32	33.31 %
<a href="#">100-121-431020</a>	CITY RECRDR/HR MGR	390,672.00	390,672.00	8,504.00	68,032.00	322,640.00	17.41 %
<a href="#">100-121-431030</a>	FINANCE DIRECTOR (.80)	206,542.00	206,542.00	0.00	0.00	206,542.00	0.00 %
<a href="#">100-121-431035</a>	TOURISM/EC DEV COORDINATOR	127,812.00	127,812.00	4,655.15	34,129.84	93,682.16	26.70 %
<a href="#">100-121-431070</a>	OFFICE ASSISTANT	154,764.00	154,764.00	6,354.00	50,832.00	103,932.00	32.84 %
<a href="#">100-121-431500</a>	ACCOUNTING CLERK	182,179.00	182,179.00	7,769.80	61,209.20	120,969.80	33.60 %
<a href="#">100-121-450500</a>	CAREER RECOGNITION PAY	17,311.00	17,311.00	755.62	6,019.52	11,291.48	34.77 %
<a href="#">100-121-470000</a>	ASSOCIATED PAYROLL COSTS	887,946.00	887,946.00	25,244.86	188,713.19	699,232.81	21.25 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>		<b>2,376,978.00</b>	<b>2,376,978.00</b>	<b>69,702.07</b>	<b>545,437.43</b>	<b>1,831,540.57</b>	<b>22.95%</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>							
<a href="#">100-121-500110</a>	CONTRACTUAL & PROFESSIONAL S	152,700.00	152,700.00	26,661.25	169,654.87	-16,954.87	111.10 %
<a href="#">100-121-500120</a>	MUNICIPAL AUDIT CONTRACT	67,500.00	67,500.00	24,650.00	35,500.00	32,000.00	52.59 %
<a href="#">100-121-500130</a>	LEGAL FEES	206,000.00	206,000.00	5,251.32	59,721.85	146,278.15	28.99 %
<a href="#">100-121-500490</a>	COUNCIL ACTIVITIES	25,000.00	25,000.00	736.96	9,340.82	15,659.18	37.36 %
<a href="#">100-121-500491</a>	OUTSIDE AGENCY REQUESTS	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
<a href="#">100-121-500492</a>	PLANNING SERVICES CONTRACT	180,000.00	180,000.00	16,767.50	84,017.50	95,982.50	46.68 %
<a href="#">100-121-510020</a>	COMM PROMOTIONS/BUSINESS D	293,000.00	293,000.00	108.41	9,501.76	283,498.24	3.24 %
<a href="#">100-121-510021</a>	TOURISM PROMOTION/ACTIVITIES	42,000.00	42,000.00	510.59	10,658.21	31,341.79	25.38 %
<a href="#">100-121-520120</a>	BANK CHARGES	8,700.00	8,700.00	180.59	1,166.21	7,533.79	13.40 %
<a href="#">100-121-520400</a>	OFFICE SUPPLIES & EQUIPMENT	37,000.00	37,000.00	1,196.96	8,508.55	28,491.45	23.00 %
<a href="#">100-121-520450</a>	CITY NEWSLETTER	85,000.00	85,000.00	4,656.00	24,578.72	60,421.28	28.92 %
<a href="#">100-121-530000</a>	FIRE & LIABILITY INSURANCE	436,800.00	436,800.00	0.00	200,462.76	236,337.24	45.89 %
<a href="#">100-121-530200</a>	EMERGENCY MANAGEMENT	5,000.00	5,000.00	42.75	486.40	4,513.60	9.73 %
<a href="#">100-121-540110</a>	EMPLOYEE APPRECIATION	8,000.00	8,000.00	0.00	1,204.35	6,795.65	15.05 %

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<a href="#">100-121-540120</a>	PERSONNEL RECRUITMENT	20,000.00	20,000.00	20.00	1,579.50	18,420.50	7.90 %
<a href="#">100-121-540200</a>	DUES & MEMBERSHIPS	60,000.00	60,000.00	80.00	13,751.81	46,248.19	22.92 %
<a href="#">100-121-540220</a>	TRAVEL, CONFERENCES & TRAININ	45,000.00	45,000.00	539.52	6,887.19	38,112.81	15.30 %
<a href="#">100-121-540230</a>	MILEAGE REIMBURSEMENT	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
<a href="#">100-121-542000</a>	PUBLICATIONS & SUBSCRIPTIONS	15,000.00	15,000.00	647.00	4,341.19	10,658.81	28.94 %
<a href="#">100-121-560120</a>	TELEPHONES	18,500.00	18,500.00	651.38	5,107.80	13,392.20	27.61 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>		<b>1,717,200.00</b>	<b>1,717,200.00</b>	<b>82,700.23</b>	<b>646,469.49</b>	<b>1,070,730.51</b>	<b>37.65%</b>
<b>Department: 121 - ADMIN Total:</b>		<b>4,094,178.00</b>	<b>4,094,178.00</b>	<b>152,402.30</b>	<b>1,191,906.92</b>	<b>2,902,271.08</b>	<b>29.11%</b>
<b>Department: 122 - INFORMATION TECHNOLOGY</b>							
<b>RptCategory: 40 - PERSONNEL SERVICES</b>							
<a href="#">100-122-432010</a>	IT MANAGER	239,844.00	239,844.00	9,844.00	78,752.00	161,092.00	32.83 %
<a href="#">100-122-470000</a>	ASSOCIATED PAYROLL COSTS	125,511.00	125,511.00	5,090.82	40,413.40	85,097.60	32.20 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>		<b>365,355.00</b>	<b>365,355.00</b>	<b>14,934.82</b>	<b>119,165.40</b>	<b>246,189.60</b>	<b>32.62%</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>							
<a href="#">100-122-500110</a>	CONTRACTUAL & PROFESSIONAL	10,600.00	10,600.00	0.00	2,500.00	8,100.00	23.58 %
<a href="#">100-122-500210</a>	COMPUTER/TECHNOLOGY SERVICE	247,524.00	247,524.00	2,741.18	64,915.51	182,608.49	26.23 %
<a href="#">100-122-520400</a>	OFFICE SUPPLIES & EQUIPMENT	40,260.00	40,260.00	1,307.18	10,567.59	29,692.41	26.25 %
<a href="#">100-122-540220</a>	TRAVEL, CONFERENCES & TRAININ	3,000.00	3,000.00	0.00	562.84	2,437.16	18.76 %
<a href="#">100-122-540300</a>	SMALL TOOLS, EQUIPMENT & SAFE	1,000.00	1,000.00	0.00	72.77	927.23	7.28 %
<a href="#">100-122-560110</a>	CELL PHONES, PAGERS & RADIOS	71,076.00	71,076.00	2,348.10	19,933.30	51,142.70	28.05 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>		<b>373,460.00</b>	<b>373,460.00</b>	<b>6,396.46</b>	<b>98,552.01</b>	<b>274,907.99</b>	<b>26.39%</b>
<b>RptCategory: 60 - CAPITAL OUTLAY</b>							
<a href="#">100-122-661018</a>	COMPUTER & EQUIPMENT RESERV	130,499.00	130,499.00	178.44	14,919.46	115,579.54	11.43 %
<b>RptCategory: 60 - CAPITAL OUTLAY Total:</b>		<b>130,499.00</b>	<b>130,499.00</b>	<b>178.44</b>	<b>14,919.46</b>	<b>115,579.54</b>	<b>11.43%</b>
<b>Department: 122 - INFORMATION TECHNOLOGY Total:</b>		<b>869,314.00</b>	<b>869,314.00</b>	<b>21,509.72</b>	<b>232,636.87</b>	<b>636,677.13</b>	<b>26.76%</b>
<b>Department: 124 - FACILITIES</b>							
<b>RptCategory: 40 - PERSONNEL SERVICES</b>							
<a href="#">100-124-437050</a>	PUBLIC WORKS SUPERVISOR	19,846.00	19,846.00	0.00	256.67	19,589.33	1.29 %
<a href="#">100-124-437070</a>	UTILITY WORKER II	119,296.00	119,296.00	5,384.84	36,972.72	82,323.28	30.99 %
<a href="#">100-124-450100</a>	OVERTIME	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
<a href="#">100-124-470000</a>	ASSOCIATED PAYROLL COSTS	81,639.00	81,639.00	2,929.58	20,140.70	61,498.30	24.67 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>		<b>221,781.00</b>	<b>221,781.00</b>	<b>8,314.42</b>	<b>57,370.09</b>	<b>164,410.91</b>	<b>25.87%</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>							
<a href="#">100-124-500110</a>	CONTRACTUAL & PROFESSIONAL S	165,500.00	165,500.00	4,050.32	29,762.82	135,737.18	17.98 %
<a href="#">100-124-520130</a>	OPERATIONS, MAINTENANCE & RE	100,000.00	100,000.00	3,569.62	34,895.12	65,104.88	34.90 %
<a href="#">100-124-540220</a>	TRAVEL, CONFERENCES & TRAININ	2,500.00	2,500.00	0.00	35.55	2,464.45	1.42 %
<a href="#">100-124-540300</a>	SMALL TOOLS, EQUIPMENT & SAFE	5,000.00	5,000.00	250.82	2,375.69	2,624.31	47.51 %
<a href="#">100-124-560100</a>	UTILITIES	193,500.00	193,500.00	8,674.67	90,812.79	102,687.21	46.93 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>		<b>466,500.00</b>	<b>466,500.00</b>	<b>16,545.43</b>	<b>157,881.97</b>	<b>308,618.03</b>	<b>33.84%</b>
<b>RptCategory: 60 - CAPITAL OUTLAY</b>							
<a href="#">100-124-641000</a>	FACILITY IMPROVEMENTS	0.00	0.00	-2,810.00	0.00	0.00	0.00 %
<a href="#">100-124-641005</a>	PUBLIC WORKS FACILITY CONSTRU	4,660,188.00	4,660,188.00	506,552.74	2,385,983.89	2,274,204.11	51.20 %
<a href="#">100-124-641010</a>	BUILDING RESERVE/REPAIR	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
<b>RptCategory: 60 - CAPITAL OUTLAY Total:</b>		<b>4,680,188.00</b>	<b>4,680,188.00</b>	<b>503,742.74</b>	<b>2,385,983.89</b>	<b>2,294,204.11</b>	<b>50.98%</b>
<b>Department: 124 - FACILITIES Total:</b>		<b>5,368,469.00</b>	<b>5,368,469.00</b>	<b>528,602.59</b>	<b>2,601,235.95</b>	<b>2,767,233.05</b>	<b>48.45%</b>
<b>Department: 220 - COURT</b>							
<b>RptCategory: 40 - PERSONNEL SERVICES</b>							
<a href="#">100-220-432020</a>	MUNICIPAL COURT CLERK	144,999.00	144,999.00	5,935.89	47,487.12	97,511.88	32.75 %
<a href="#">100-220-432035</a>	COURT ADMINISTRATOR	187,908.00	187,908.00	7,713.00	61,704.00	126,204.00	32.84 %
<a href="#">100-220-450500</a>	CAREER RECOGNITION PAY	7,041.00	7,041.00	289.02	2,312.16	4,728.84	32.84 %
<a href="#">100-220-470000</a>	ASSOCIATED PAYROLL COSTS	190,166.00	190,166.00	7,705.00	61,227.65	128,938.35	32.20 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>		<b>530,114.00</b>	<b>530,114.00</b>	<b>21,642.91</b>	<b>172,730.93</b>	<b>357,383.07</b>	<b>32.58%</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>							
<a href="#">100-220-500110</a>	CONTRACTUAL & PROFESSIONAL S	2,000.00	2,000.00	0.00	386.75	1,613.25	19.34 %
<a href="#">100-220-500132</a>	PROSECUTING ATTORNEY	85,000.00	85,000.00	3,500.00	28,000.00	57,000.00	32.94 %

**Budget Report**

**For Fiscal: 2023-2024 Period Ending: 02/29/2024**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<a href="#">100-220-500134</a>	ATTORNEYS FOR INDIGENT CLIENTS	57,000.00	57,000.00	2,700.00	7,550.00	49,450.00	13.25 %
<a href="#">100-220-500136</a>	MUNICIPAL COURT JUDGE	84,000.00	84,000.00	3,500.00	28,000.00	56,000.00	33.33 %
<a href="#">100-220-500137</a>	PRO-TEM JUDGE	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
<a href="#">100-220-500138</a>	JURY EXPENSES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
<a href="#">100-220-500282</a>	COURTROOM SECURITY	21,000.00	21,000.00	750.00	4,875.00	16,125.00	23.21 %
<a href="#">100-220-520120</a>	BANK CHARGES	12,000.00	12,000.00	0.00	2,959.66	9,040.34	24.66 %
<a href="#">100-220-520400</a>	OFFICE SUPPLIES & EQUIPMENT	12,000.00	12,000.00	508.55	3,255.72	8,744.28	27.13 %
<a href="#">100-220-540220</a>	TRAVEL, CONFERENCES & TRAININ	4,000.00	4,000.00	0.00	978.19	3,021.81	24.45 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>		<b>281,000.00</b>	<b>281,000.00</b>	<b>10,958.55</b>	<b>76,005.32</b>	<b>204,994.68</b>	<b>27.05%</b>
<b>Department: 220 - COURT Total:</b>		<b>811,114.00</b>	<b>811,114.00</b>	<b>32,601.46</b>	<b>248,736.25</b>	<b>562,377.75</b>	<b>30.67%</b>
<b>Department: 240 - POLICE</b>							
<b>RptCategory: 40 - PERSONNEL SERVICES</b>							
<a href="#">100-240-432110</a>	POLICE CHIEF	337,464.00	337,464.00	13,852.00	110,816.00	226,648.00	32.84 %
<a href="#">100-240-432130</a>	POLICE LIEUTENANT	271,116.00	271,116.00	0.00	0.00	271,116.00	0.00 %
<a href="#">100-240-432140</a>	POLICE DETECTIVE	184,332.00	184,332.00	8,230.68	65,021.71	119,310.29	35.27 %
<a href="#">100-240-432160</a>	POLICE OFFICER	1,529,200.00	1,529,200.00	53,055.10	404,870.97	1,124,329.03	26.48 %
<a href="#">100-240-432170</a>	POLICE SERGEANT	642,360.00	642,360.00	26,425.73	211,159.70	431,200.30	32.87 %
<a href="#">100-240-432182</a>	PROPERTY ROOM TECHNICIAN	59,430.00	59,430.00	2,469.79	19,976.96	39,453.04	33.61 %
<a href="#">100-240-432185</a>	POLICE RECORDS CLERK	131,004.00	131,004.00	4,424.00	33,242.18	97,761.82	25.37 %
<a href="#">100-240-450100</a>	OVERTIME	290,000.00	290,000.00	20,121.36	128,750.19	161,249.81	44.40 %
<a href="#">100-240-450110</a>	TRAFFIC GRANT OVERTIME	80,000.00	80,000.00	2,062.23	19,812.85	60,187.15	24.77 %
<a href="#">100-240-450200</a>	HOLIDAY PAY	30,000.00	30,000.00	1,937.15	36,265.73	-6,265.73	120.89 %
<a href="#">100-240-450210</a>	TRAINING OVERTIME	18,000.00	18,000.00	977.03	3,289.90	14,710.10	18.28 %
<a href="#">100-240-450300</a>	PROFICIENCY PAY	176,563.00	176,563.00	5,520.12	46,210.18	130,352.82	26.17 %
<a href="#">100-240-450500</a>	CAREER RECOGNITION PAY	8,604.00	8,604.00	1,443.96	11,004.81	-2,400.81	127.90 %
<a href="#">100-240-470000</a>	ASSOCIATED PAYROLL COSTS	2,192,668.00	2,192,668.00	76,429.72	582,696.54	1,609,971.46	26.57 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>		<b>5,950,741.00</b>	<b>5,950,741.00</b>	<b>216,948.87</b>	<b>1,673,117.72</b>	<b>4,277,623.28</b>	<b>28.12%</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>							
<a href="#">100-240-500110</a>	CONTRACTUAL & PROFESSIONAL S	149,350.00	149,350.00	5,119.72	47,907.72	101,442.28	32.08 %
<a href="#">100-240-500284</a>	PARK PATROL	19,076.00	19,076.00	0.00	8,898.19	10,177.81	46.65 %
<a href="#">100-240-500498</a>	SHARE COST CCOM DISPATCH	153,700.00	153,700.00	6,506.87	52,054.98	101,645.02	33.87 %
<a href="#">100-240-510044</a>	JUVENILE DIVERSION PROGRAM	5,000.00	5,000.00	2,500.00	2,500.00	2,500.00	50.00 %
<a href="#">100-240-520100</a>	OPERATIONAL SUPPLIES AND EXPE	89,948.00	89,948.00	14,866.07	22,606.34	67,341.66	25.13 %
<a href="#">100-240-520112</a>	FIREARMS/AMMUNITION	72,080.00	72,080.00	200.00	1,578.00	70,502.00	2.19 %
<a href="#">100-240-520320</a>	FLEET FUEL, MAINTENANCE & REP	176,960.00	176,960.00	3,658.98	65,545.02	111,414.98	37.04 %
<a href="#">100-240-520345</a>	RADAR MAINTENANCE REPLACEME	4,240.00	4,240.00	0.00	0.00	4,240.00	0.00 %
<a href="#">100-240-520400</a>	OFFICE SUPPLIES & EQUIPMENT	37,492.00	37,492.00	1,124.05	8,925.18	28,566.82	23.81 %
<a href="#">100-240-540110</a>	EMPLOYEE APPRECIATION	12,000.00	12,000.00	84.94	697.09	11,302.91	5.81 %
<a href="#">100-240-540200</a>	DUES & MEMBERSHIPS	12,000.00	12,000.00	0.00	2,366.00	9,634.00	19.72 %
<a href="#">100-240-540220</a>	TRAVEL, CONFERENCES & TRAININ	58,652.00	58,652.00	953.76	11,705.87	46,946.13	19.96 %
<a href="#">100-240-540301</a>	UNIFORMS AND SAFETY EQUIPME	41,976.00	41,976.00	4,027.52	16,416.53	25,559.47	39.11 %
<a href="#">100-240-542000</a>	PUBLICATIONS & SUBSCRIPTIONS	5,000.00	5,000.00	0.00	611.00	4,389.00	12.22 %
<a href="#">100-240-560120</a>	TELEPHONES	21,412.00	21,412.00	810.62	6,344.64	15,067.36	29.63 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>		<b>858,886.00</b>	<b>858,886.00</b>	<b>39,852.53</b>	<b>248,156.56</b>	<b>610,729.44</b>	<b>28.89%</b>
<b>RptCategory: 60 - CAPITAL OUTLAY</b>							
<a href="#">100-240-651000</a>	VEHICLES AND EQUIPMENT RESERV	182,850.00	182,850.00	0.00	70,231.78	112,618.22	38.41 %
<b>RptCategory: 60 - CAPITAL OUTLAY Total:</b>		<b>182,850.00</b>	<b>182,850.00</b>	<b>0.00</b>	<b>70,231.78</b>	<b>112,618.22</b>	<b>38.41%</b>
<b>Department: 240 - POLICE Total:</b>		<b>6,992,477.00</b>	<b>6,992,477.00</b>	<b>256,801.40</b>	<b>1,991,506.06</b>	<b>5,000,970.94</b>	<b>28.48%</b>
<b>Department: 250 - FIRE</b>							
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>							
<a href="#">100-250-500110</a>	CONTRACTUAL & PROFESSIONAL S	3,668,444.00	3,668,444.00	0.00	1,655,562.75	2,012,881.25	45.13 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>		<b>3,668,444.00</b>	<b>3,668,444.00</b>	<b>0.00</b>	<b>1,655,562.75</b>	<b>2,012,881.25</b>	<b>45.13%</b>
<b>Department: 250 - FIRE Total:</b>		<b>3,668,444.00</b>	<b>3,668,444.00</b>	<b>0.00</b>	<b>1,655,562.75</b>	<b>2,012,881.25</b>	<b>45.13%</b>
<b>Department: 526 - PARKS</b>							
<b>RptCategory: 40 - PERSONNEL SERVICES</b>							
<a href="#">100-526-437049</a>	PUBLIC WORKS DIRECTOR	56,935.00	56,935.00	2,279.20	17,947.86	38,987.14	31.52 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<a href="#">100-526-437050</a>	PUBLIC WORKS SUPERVISOR	89,310.00	89,310.00	0.00	1,155.01	88,154.99	1.29 %
<a href="#">100-526-437055</a>	PW ADMIN ASSISTANT	42,343.00	42,343.00	1,750.20	13,706.93	28,636.07	32.37 %
<a href="#">100-526-437070</a>	UTILITY WORKER, JOURNEY	0.00	0.00	6,749.21	43,012.44	-43,012.44	0.00 %
<a href="#">100-526-437071</a>	UTILITY WORKER II	237,712.00	237,712.00	4,158.45	34,859.39	202,852.61	14.66 %
<a href="#">100-526-439011</a>	SEASONAL HELP	77,125.00	77,125.00	0.00	0.00	77,125.00	0.00 %
<a href="#">100-526-450100</a>	OVERTIME	4,000.00	4,000.00	345.98	949.40	3,050.60	23.74 %
<a href="#">100-526-450500</a>	CAREER RECOGNITION PAY	163.00	163.00	77.94	538.16	-375.16	330.16 %
<a href="#">100-526-470000</a>	ASSOCIATED PAYROLL COSTS	249,276.00	249,276.00	7,071.94	53,338.55	195,937.45	21.40 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>		<b>756,864.00</b>	<b>756,864.00</b>	<b>22,432.92</b>	<b>165,507.74</b>	<b>591,356.26</b>	<b>21.87%</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>							
<a href="#">100-526-500110</a>	CONTRACTUAL & PROFESSIONAL S	70,000.00	70,000.00	2,018.94	20,242.17	49,757.83	28.92 %
<a href="#">100-526-520120</a>	BANK CHARGES	11,200.00	11,200.00	183.56	2,126.54	9,073.46	18.99 %
<a href="#">100-526-520130</a>	OPERATIONS, MAINTENANCE & RE	152,000.00	152,000.00	4,764.65	32,905.65	119,094.35	21.65 %
<a href="#">100-526-520132</a>	HAZARDOUS TREE REMOVAL	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
<a href="#">100-526-520320</a>	FLEET FUEL, MAINTENANCE & REP	45,000.00	45,000.00	1,108.37	12,515.27	32,484.73	27.81 %
<a href="#">100-526-520400</a>	OFFICE SUPPLIES & EQUIPMENT	5,000.00	5,000.00	109.78	673.79	4,326.21	13.48 %
<a href="#">100-526-540220</a>	TRAVEL, CONFERENCES & TRAININ	2,000.00	2,000.00	65.00	178.08	1,821.92	8.90 %
<a href="#">100-526-540300</a>	SMALL TOOLS, EQUIPMENT & SAFE	10,000.00	10,000.00	154.12	1,406.64	8,593.36	14.07 %
<a href="#">100-526-540400</a>	DUMPING, HAULING, GARBAGE	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
<a href="#">100-526-560100</a>	UTILITIES	73,300.00	73,300.00	4,533.17	40,525.51	32,774.49	55.29 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>		<b>419,500.00</b>	<b>419,500.00</b>	<b>12,937.59</b>	<b>110,573.65</b>	<b>308,926.35</b>	<b>26.36%</b>
<b>RptCategory: 60 - CAPITAL OUTLAY</b>							
<a href="#">100-526-660100</a>	EQUIPMENT REPLACEMENT RESER	50,000.00	50,000.00	1,600.00	51,600.00	-1,600.00	103.20 %
<a href="#">100-526-676050</a>	SYSTEM IMPROVEMENTS & PROJEC	599,623.00	599,623.00	0.00	632.63	598,990.37	0.11 %
<b>RptCategory: 60 - CAPITAL OUTLAY Total:</b>		<b>649,623.00</b>	<b>649,623.00</b>	<b>1,600.00</b>	<b>52,232.63</b>	<b>597,390.37</b>	<b>8.04%</b>
<b>Department: 526 - PARKS Total:</b>		<b>1,825,987.00</b>	<b>1,825,987.00</b>	<b>36,970.51</b>	<b>328,314.02</b>	<b>1,497,672.98</b>	<b>17.98%</b>
<b>Department: 527 - RECREATION</b>							
<b>RptCategory: 40 - PERSONNEL SERVICES</b>							
<a href="#">100-527-435120</a>	RECREATION COORDINATOR	20,000.00	20,000.00	0.00	4,054.05	15,945.95	20.27 %
<a href="#">100-527-470000</a>	ASSOCIATED PAYROLL COSTS	7,500.00	7,500.00	0.00	1,582.81	5,917.19	21.10 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>		<b>27,500.00</b>	<b>27,500.00</b>	<b>0.00</b>	<b>5,636.86</b>	<b>21,863.14</b>	<b>20.50%</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>							
<a href="#">100-527-510062</a>	SUMMER PROGRAMS	3,000.00	3,000.00	0.00	839.25	2,160.75	27.98 %
<a href="#">100-527-510064</a>	SPECIAL EVENTS	5,000.00	5,000.00	279.93	279.93	4,720.07	5.60 %
<a href="#">100-527-520136</a>	MAINTENANCE & SUPPLIES	2,200.00	2,200.00	0.00	0.00	2,200.00	0.00 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>		<b>10,200.00</b>	<b>10,200.00</b>	<b>279.93</b>	<b>1,119.18</b>	<b>9,080.82</b>	<b>10.97%</b>
<b>Department: 527 - RECREATION Total:</b>		<b>37,700.00</b>	<b>37,700.00</b>	<b>279.93</b>	<b>6,756.04</b>	<b>30,943.96</b>	<b>17.92%</b>
<b>Department: 528 - SENIOR CENTER</b>							
<b>RptCategory: 40 - PERSONNEL SERVICES</b>							
<a href="#">100-528-435210</a>	COMMUNITY SERVICES MANAGER	223,061.00	223,061.00	0.00	48,313.30	174,747.70	21.66 %
<a href="#">100-528-435240</a>	TRAM DRIVER	69,366.00	69,366.00	2,629.87	24,436.61	44,929.39	35.23 %
<a href="#">100-528-435250</a>	NUTRITION CATERER	112,776.00	112,776.00	5,004.00	37,542.64	75,233.36	33.29 %
<a href="#">100-528-435280</a>	CENTER ASSISTANT	140,388.00	140,388.00	5,763.00	46,838.29	93,549.71	33.36 %
<a href="#">100-528-435295</a>	BUILDING MONITOR	4,500.00	4,500.00	0.00	830.82	3,669.18	18.46 %
<a href="#">100-528-450500</a>	CAREER RECOGNITION PAY	1,404.00	1,404.00	57.63	468.38	935.62	33.36 %
<a href="#">100-528-470000</a>	ASSOCIATED PAYROLL COSTS	297,810.00	297,810.00	7,234.23	79,163.35	218,646.65	26.58 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>		<b>849,305.00</b>	<b>849,305.00</b>	<b>20,688.73</b>	<b>237,593.39</b>	<b>611,711.61</b>	<b>27.98%</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>							
<a href="#">100-528-510075</a>	NUTRITION PROGRAM SUPPLIES	30,000.00	30,000.00	283.71	9,079.64	20,920.36	30.27 %
<a href="#">100-528-520140</a>	TRAM EXPENSES	14,500.00	14,500.00	174.71	28,913.48	-14,413.48	199.40 %
<a href="#">100-528-520200</a>	BLDG MAINTENANCE & SUPPLIES	4,000.00	4,000.00	20.99	514.99	3,485.01	12.87 %
<a href="#">100-528-520320</a>	FLEET FUEL, MAINTENANCE & REP	2,800.00	2,800.00	354.95	1,624.43	1,175.57	58.02 %
<a href="#">100-528-520400</a>	OFFICE SUPPLIES & EQUIPMENT	5,000.00	5,000.00	13.58	2,592.18	2,407.82	51.84 %
<a href="#">100-528-540200</a>	DUES & MEMBERSHIPS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %



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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<a href="#">100-528-560120</a>	TELEPHONES	3,000.00	3,000.00	126.10	987.79	2,012.21	32.93 %
	<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>	<b>60,300.00</b>	<b>60,300.00</b>	<b>974.04</b>	<b>43,712.51</b>	<b>16,587.49</b>	<b>72.49%</b>
	<b>RptCategory: 60 - CAPITAL OUTLAY</b>						
<a href="#">100-528-651000</a>	VEHICLES AND EQUIPMENT RESERV	0.00	0.00	0.00	18,168.00	-18,168.00	0.00 %
	<b>RptCategory: 60 - CAPITAL OUTLAY Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>18,168.00</b>	<b>-18,168.00</b>	<b>0.00%</b>
	<b>Department: 528 - SENIOR CENTER Total:</b>	<b>909,605.00</b>	<b>909,605.00</b>	<b>21,662.77</b>	<b>299,473.90</b>	<b>610,131.10</b>	<b>32.92%</b>
	<b>Department: 529 - LIBRARY</b>						
	<b>RptCategory: 50 - MATERIAL AND SERVICES</b>						
<a href="#">100-529-500110</a>	CONTRACTUAL & PROFESSIONAL S	446,540.00	446,540.00	0.00	219,965.00	226,575.00	49.26 %
	<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>	<b>446,540.00</b>	<b>446,540.00</b>	<b>0.00</b>	<b>219,965.00</b>	<b>226,575.00</b>	<b>49.26%</b>
	<b>Department: 529 - LIBRARY Total:</b>	<b>446,540.00</b>	<b>446,540.00</b>	<b>0.00</b>	<b>219,965.00</b>	<b>226,575.00</b>	<b>49.26%</b>
	<b>Department: 600 - DEBT SERVICE</b>						
	<b>RptCategory: 70 - DEBT SERVICE</b>						
<a href="#">100-600-720040</a>	DEBT PRINCIPAL	854,265.00	854,265.00	0.00	177,775.00	676,490.00	20.81 %
<a href="#">100-600-730040</a>	DEBT SERVICE - INTEREST	364,010.00	364,010.00	32,424.85	127,660.61	236,349.39	35.07 %
	<b>RptCategory: 70 - DEBT SERVICE Total:</b>	<b>1,218,275.00</b>	<b>1,218,275.00</b>	<b>32,424.85</b>	<b>305,435.61</b>	<b>912,839.39</b>	<b>25.07%</b>
	<b>Department: 600 - DEBT SERVICE Total:</b>	<b>1,218,275.00</b>	<b>1,218,275.00</b>	<b>32,424.85</b>	<b>305,435.61</b>	<b>912,839.39</b>	<b>25.07%</b>
	<b>Department: 990 - CONTINGENCY</b>						
	<b>RptCategory: 90 - OTHER</b>						
<a href="#">100-990-910000</a>	CONTINGENCY FUNDS	821,908.00	821,908.00	0.00	0.00	821,908.00	0.00 %
	<b>RptCategory: 90 - OTHER Total:</b>	<b>821,908.00</b>	<b>821,908.00</b>	<b>0.00</b>	<b>0.00</b>	<b>821,908.00</b>	<b>0.00%</b>
	<b>Department: 990 - CONTINGENCY Total:</b>	<b>821,908.00</b>	<b>821,908.00</b>	<b>0.00</b>	<b>0.00</b>	<b>821,908.00</b>	<b>0.00%</b>
	<b>Expense Total:</b>	<b>27,064,011.00</b>	<b>27,064,011.00</b>	<b>1,083,255.53</b>	<b>9,081,529.37</b>	<b>17,982,481.63</b>	<b>33.56%</b>
	<b>Fund: 100 - GENERAL FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-686,072.52</b>	<b>-2,320,726.63</b>	<b>-2,320,726.63</b>	<b>0.00%</b>

Budget Report

For Fiscal: 2023-2024 Period Ending: 02/29/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 105 - AMERICAN RESCUE PLAN RESERVE FUND</b>						
<b>Revenue</b>						
<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL</b>						
<b>RptType: 3150 - GRANTS</b>						
<a href="#">105-000-315080</a> OTHER GRANTS (ARPA)	2,367,344.00	2,367,344.00	0.00	0.00	-2,367,344.00	0.00 %
<b>RptType: 3150 - GRANTS Total:</b>	<b>2,367,344.00</b>	<b>2,367,344.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-2,367,344.00</b>	<b>0.00%</b>
<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:</b>	<b>2,367,344.00</b>	<b>2,367,344.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-2,367,344.00</b>	<b>0.00%</b>
<b>Revenue Total:</b>	<b>2,367,344.00</b>	<b>2,367,344.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-2,367,344.00</b>	<b>0.00%</b>
<b>Expense</b>						
<b>Department: 150 - ARPA GRANT</b>						
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>						
<a href="#">105-150-500110</a> CONTRACTUAL & PROFESSIONAL S	115,300.00	115,300.00	3,500.00	22,880.00	92,420.00	19.84 %
<a href="#">105-150-530200</a> EMERGENCY MANAGEMENT	17,600.00	17,600.00	0.00	24,493.77	-6,893.77	139.17 %
<a href="#">105-150-530210</a> ARPA FUNDING (TBD)	280,944.00	280,944.00	0.00	0.00	280,944.00	0.00 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>	<b>413,844.00</b>	<b>413,844.00</b>	<b>3,500.00</b>	<b>47,373.77</b>	<b>366,470.23</b>	<b>11.45%</b>
<b>RptCategory: 60 - CAPITAL OUTLAY</b>						
<a href="#">105-150-660100</a> EQUIPMENT REPLACEMENT	100,000.00	100,000.00	0.00	36,717.00	63,283.00	36.72 %
<b>RptCategory: 60 - CAPITAL OUTLAY Total:</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>0.00</b>	<b>36,717.00</b>	<b>63,283.00</b>	<b>36.72%</b>
<b>Department: 150 - ARPA GRANT Total:</b>	<b>513,844.00</b>	<b>513,844.00</b>	<b>3,500.00</b>	<b>84,090.77</b>	<b>429,753.23</b>	<b>16.37%</b>
<b>Department: 920 - TRANSFER OUT</b>						
<b>RptCategory: 89 - TRANSFERS OUT</b>						
<a href="#">105-920-899100</a> TRANSFER OUT TO GENERAL FUND	653,500.00	653,500.00	0.00	0.00	653,500.00	0.00 %
<a href="#">105-920-899730</a> TRANSFER OUT TO SEWER FUND	840,000.00	840,000.00	0.00	0.00	840,000.00	0.00 %
<a href="#">105-920-899750</a> TRANSFER OUT TO STORM WATER F	360,000.00	360,000.00	0.00	0.00	360,000.00	0.00 %
<b>RptCategory: 89 - TRANSFERS OUT Total:</b>	<b>1,853,500.00</b>	<b>1,853,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,853,500.00</b>	<b>0.00%</b>
<b>Department: 920 - TRANSFER OUT Total:</b>	<b>1,853,500.00</b>	<b>1,853,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,853,500.00</b>	<b>0.00%</b>
<b>Expense Total:</b>	<b>2,367,344.00</b>	<b>2,367,344.00</b>	<b>3,500.00</b>	<b>84,090.77</b>	<b>2,283,253.23</b>	<b>3.55%</b>
<b>Fund: 105 - AMERICAN RESCUE PLAN RESERVE FUND Surplus (Defi</b>	<b>0.00</b>	<b>0.00</b>	<b>-3,500.00</b>	<b>-84,090.77</b>	<b>-84,090.77</b>	<b>0.00%</b>

Budget Report

For Fiscal: 2023-2024 Period Ending: 02/29/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 205 - ROAD AND STREET FUND</b>							
<b>Revenue</b>							
<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL</b>							
<b>RptType: 3000 - BEG FUND BAL.</b>							
<a href="#">205-000-309999</a>	BEGINNING FUND BALANCE	2,822,000.00	2,822,000.00	0.00	0.00	-2,822,000.00	0.00 %
	<b>RptType: 3000 - BEG FUND BAL. Total:</b>	<b>2,822,000.00</b>	<b>2,822,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-2,822,000.00</b>	<b>0.00%</b>
<b>RptType: 3100 - LOCAL TAXES</b>							
<a href="#">205-000-310060</a>	VEHICLE REGISTRATION FEES	500,000.00	500,000.00	17,477.08	115,257.76	-384,742.24	23.05 %
	<b>RptType: 3100 - LOCAL TAXES Total:</b>	<b>500,000.00</b>	<b>500,000.00</b>	<b>17,477.08</b>	<b>115,257.76</b>	<b>-384,742.24</b>	<b>23.05%</b>
<b>RptType: 3110 - STATE SHARED TAXES</b>							
<a href="#">205-000-310140</a>	STATE HIGHWAY TAXES	1,944,766.00	1,944,766.00	82,539.68	561,484.99	-1,383,281.01	28.87 %
	<b>RptType: 3110 - STATE SHARED TAXES Total:</b>	<b>1,944,766.00</b>	<b>1,944,766.00</b>	<b>82,539.68</b>	<b>561,484.99</b>	<b>-1,383,281.01</b>	<b>28.87%</b>
<b>RptType: 3120 - RIGHT OF WAY FEES</b>							
<a href="#">205-000-312050</a>	RIGHT OF WAY - TELECOM	240,000.00	240,000.00	15,532.56	51,006.09	-188,993.91	21.25 %
<a href="#">205-000-312055</a>	RIGHT OF WAY - OTHER	225,000.00	225,000.00	35,554.38	58,433.26	-166,566.74	25.97 %
<a href="#">205-000-312060</a>	ROW LICENSE FEES	1,000.00	1,000.00	0.00	400.00	-600.00	40.00 %
<a href="#">205-000-312065</a>	ROW REGISTRATION FEES	0.00	0.00	50.00	700.00	700.00	0.00 %
	<b>RptType: 3120 - RIGHT OF WAY FEES Total:</b>	<b>466,000.00</b>	<b>466,000.00</b>	<b>51,136.94</b>	<b>110,539.35</b>	<b>-355,460.65</b>	<b>23.72%</b>
<b>RptType: 3141 - SDC</b>							
<a href="#">205-000-314075</a>	TRANSPORTATION SDC'S	0.00	0.00	18,381.60	19,827.09	19,827.09	0.00 %
<a href="#">205-000-314076</a>	SDC Reimbursement Fee	0.00	0.00	0.00	176.73	176.73	0.00 %
	<b>RptType: 3141 - SDC Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>18,381.60</b>	<b>20,003.82</b>	<b>20,003.82</b>	<b>0.00%</b>
<b>RptType: 3600 - MISCELLANEOUS</b>							
<a href="#">205-000-360000</a>	ALL OTHER ROAD/STREET RECEIPTS	50,000.00	50,000.00	1,965.00	14,725.00	-35,275.00	29.45 %
	<b>RptType: 3600 - MISCELLANEOUS Total:</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>1,965.00</b>	<b>14,725.00</b>	<b>-35,275.00</b>	<b>29.45%</b>
	<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:</b>	<b>5,782,766.00</b>	<b>5,782,766.00</b>	<b>171,500.30</b>	<b>822,010.92</b>	<b>-4,960,755.08</b>	<b>14.21%</b>
<b>Department: 910 - TRANSFER IN</b>							
<b>RptType: 3990 - TRANSFERS IN</b>							
<a href="#">205-910-399730</a>	TRANSFER IN FROM SEWER FUND	462,275.00	462,275.00	0.00	0.00	-462,275.00	0.00 %
<a href="#">205-910-399740</a>	TRANSFER IN FROM WATER FUND	349,000.00	349,000.00	0.00	0.00	-349,000.00	0.00 %
<a href="#">205-910-399750</a>	TRANSFER IN FROM STORM WATER	110,500.00	110,500.00	0.00	0.00	-110,500.00	0.00 %
	<b>RptType: 3990 - TRANSFERS IN Total:</b>	<b>921,775.00</b>	<b>921,775.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-921,775.00</b>	<b>0.00%</b>
	<b>Department: 910 - TRANSFER IN Total:</b>	<b>921,775.00</b>	<b>921,775.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-921,775.00</b>	<b>0.00%</b>
	<b>Revenue Total:</b>	<b>6,704,541.00</b>	<b>6,704,541.00</b>	<b>171,500.30</b>	<b>822,010.92</b>	<b>-5,882,530.08</b>	<b>12.26%</b>
<b>Expense</b>							
<b>Department: 305 - ROAD AND STREET</b>							
<b>RptCategory: 40 - PERSONNEL SERVICES</b>							
<a href="#">205-305-437049</a>	PUBLIC WORKS DIRECTOR	56,935.00	56,935.00	2,279.20	17,947.86	38,987.14	31.52 %
<a href="#">205-305-437050</a>	PUBLIC WORKS SUPERVISOR	89,310.00	89,310.00	0.00	1,155.02	88,154.98	1.29 %
<a href="#">205-305-437051</a>	PW UTILITIES MANAGER	60,981.00	60,981.00	2,503.13	19,455.21	41,525.79	31.90 %
<a href="#">205-305-437055</a>	PW ADMIN ASSISTANT	62,632.00	62,632.00	2,630.95	20,571.37	42,060.63	32.84 %
<a href="#">205-305-437070</a>	UTILITY WORKER, JOURNEY	154,764.00	154,764.00	12,095.22	88,296.01	66,467.99	57.05 %
<a href="#">205-305-437071</a>	UTILITY WORKER II	165,676.00	165,676.00	1,535.44	21,969.36	143,706.64	13.26 %
<a href="#">205-305-439011</a>	SEASONAL HELP	77,125.00	77,125.00	0.00	3,640.88	73,484.12	4.72 %
<a href="#">205-305-450100</a>	OVERTIME	10,000.00	10,000.00	71.52	2,555.17	7,444.83	25.55 %
<a href="#">205-305-450500</a>	CAREER RECOGNITION PAY	11,727.00	11,727.00	586.97	4,579.53	7,147.47	39.05 %
<a href="#">205-305-470000</a>	ASSOCIATED PAYROLL COSTS	427,801.00	427,801.00	14,553.51	118,459.14	309,341.86	27.69 %
	<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>	<b>1,116,951.00</b>	<b>1,116,951.00</b>	<b>36,255.94</b>	<b>298,629.55</b>	<b>818,321.45</b>	<b>26.74%</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>							
<a href="#">205-305-500110</a>	CONTRACTUAL & PROFESSIONAL S	40,000.00	40,000.00	591.28	22,746.54	17,253.46	56.87 %
<a href="#">205-305-520130</a>	OPERATIONS, MAINTENANCE & RE	630,000.00	630,000.00	2,758.03	181,885.34	448,114.66	28.87 %
<a href="#">205-305-520172</a>	STREET LIGHT MAINTENANCE	200,000.00	200,000.00	10,361.01	63,159.80	136,840.20	31.58 %
<a href="#">205-305-520176</a>	TRAFFIC SIGNAL MAINTENANCE	14,000.00	14,000.00	444.59	3,091.06	10,908.94	22.08 %
<a href="#">205-305-520178</a>	STREET SIGN MAINTENANCE	50,000.00	50,000.00	0.00	10,822.95	39,177.05	21.65 %
<a href="#">205-305-520320</a>	FLEET FUEL, MAINTENANCE & REP	50,000.00	50,000.00	549.69	12,992.58	37,007.42	25.99 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 02/29/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<a href="#">205-305-520400</a>	OFFICE SUPPLIES & EQUIPMENT	4,000.00	4,000.00	45.79	513.61	3,486.39	12.84 %
<a href="#">205-305-540220</a>	TRAVEL, CONFERENCES & TRAININ	2,500.00	2,500.00	0.00	113.08	2,386.92	4.52 %
<a href="#">205-305-540300</a>	SMALL TOOLS, EQUIPMENT & SAFE	20,000.00	20,000.00	96.56	621.08	19,378.92	3.11 %
<a href="#">205-305-540400</a>	DUMPING, HAULING, GARBAGE	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
<a href="#">205-305-560100</a>	UTILITIES	2,500.00	2,500.00	53.32	417.68	2,082.32	16.71 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>		<b>1,020,500.00</b>	<b>1,020,500.00</b>	<b>14,900.27</b>	<b>296,363.72</b>	<b>724,136.28</b>	<b>29.04%</b>
<b>RptCategory: 60 - CAPITAL OUTLAY</b>							
<a href="#">205-305-660100</a>	EQUIPMENT REPLACEMENT RESER	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
<a href="#">205-305-675056</a>	BIKEWAY & SIDEWALK IMPROVEME	19,447.00	19,447.00	0.00	0.00	19,447.00	0.00 %
<a href="#">205-305-676050</a>	SYSTEM IMPROVEMENTS & PROJEC	1,884,122.00	1,884,122.00	4,393.18	82,932.07	1,801,189.93	4.40 %
<a href="#">205-305-678090</a>	RESERVE FROM SDC'S	596,139.00	596,139.00	0.00	0.00	596,139.00	0.00 %
<b>RptCategory: 60 - CAPITAL OUTLAY Total:</b>		<b>2,749,708.00</b>	<b>2,749,708.00</b>	<b>4,393.18</b>	<b>82,932.07</b>	<b>2,666,775.93</b>	<b>3.02%</b>
<b>Department: 305 - ROAD AND STREET Total:</b>		<b>4,887,159.00</b>	<b>4,887,159.00</b>	<b>55,549.39</b>	<b>677,925.34</b>	<b>4,209,233.66</b>	<b>13.87%</b>
<b>Department: 920 - TRANSFER OUT</b>							
<b>RptCategory: 89 - TRANSFERS OUT</b>							
<a href="#">205-920-899100</a>	TRANSFER OUT TO GENERAL FUND	584,717.00	584,717.00	0.00	0.00	584,717.00	0.00 %
<a href="#">205-920-899730</a>	TRANSFER OUT TO SEWER FUND	277,555.00	277,555.00	0.00	0.00	277,555.00	0.00 %
<a href="#">205-920-899740</a>	TRANSFER OUT TO WATER	277,555.00	277,555.00	0.00	0.00	277,555.00	0.00 %
<a href="#">205-920-899750</a>	TRANSFER OUT TO STORM	277,555.00	277,555.00	0.00	0.00	277,555.00	0.00 %
<b>RptCategory: 89 - TRANSFERS OUT Total:</b>		<b>1,417,382.00</b>	<b>1,417,382.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,417,382.00</b>	<b>0.00%</b>
<b>Department: 920 - TRANSFER OUT Total:</b>		<b>1,417,382.00</b>	<b>1,417,382.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,417,382.00</b>	<b>0.00%</b>
<b>Department: 990 - CONTINGENCY</b>							
<b>RptCategory: 90 - OTHER</b>							
<a href="#">205-990-910000</a>	CONTINGENCY FUNDS	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00 %
<b>RptCategory: 90 - OTHER Total:</b>		<b>400,000.00</b>	<b>400,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>400,000.00</b>	<b>0.00%</b>
<b>Department: 990 - CONTINGENCY Total:</b>		<b>400,000.00</b>	<b>400,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>400,000.00</b>	<b>0.00%</b>
<b>Expense Total:</b>		<b>6,704,541.00</b>	<b>6,704,541.00</b>	<b>55,549.39</b>	<b>677,925.34</b>	<b>6,026,615.66</b>	<b>10.11%</b>
<b>Fund: 205 - ROAD AND STREET FUND Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>115,950.91</b>	<b>144,085.58</b>	<b>144,085.58</b>	<b>0.00%</b>

Budget Report

For Fiscal: 2023-2024 Period Ending: 02/29/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 228 - POLICE LEVY FUND</b>							
<b>Revenue</b>							
<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL</b>							
<b>RptType: 3000 - BEG FUND BAL.</b>							
<a href="#">228-000-309999</a>	BEGINNING FUND BALANCE	23,000.00	23,000.00	0.00	0.00	-23,000.00	0.00 %
<b>RptType: 3000 - BEG FUND BAL. Total:</b>		<b>23,000.00</b>	<b>23,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-23,000.00</b>	<b>0.00%</b>
<b>RptType: 3100 - LOCAL TAXES</b>							
<a href="#">228-000-310020</a>	CURRENT LEVY TAX	1,515,498.00	1,515,498.00	5,159.16	698,269.08	-817,228.92	46.08 %
<a href="#">228-000-310050</a>	PRIOR YEAR TAXES	10,000.00	10,000.00	607.38	4,201.81	-5,798.19	42.02 %
<b>RptType: 3100 - LOCAL TAXES Total:</b>		<b>1,525,498.00</b>	<b>1,525,498.00</b>	<b>5,766.54</b>	<b>702,470.89</b>	<b>-823,027.11</b>	<b>46.05%</b>
<b>RptType: 3301 - INTEREST</b>							
<a href="#">228-000-330100</a>	INTEREST	4,000.00	4,000.00	1,718.14	7,323.65	3,323.65	183.09 %
<b>RptType: 3301 - INTEREST Total:</b>		<b>4,000.00</b>	<b>4,000.00</b>	<b>1,718.14</b>	<b>7,323.65</b>	<b>3,323.65</b>	<b>183.09%</b>
<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:</b>		<b>1,552,498.00</b>	<b>1,552,498.00</b>	<b>7,484.68</b>	<b>709,794.54</b>	<b>-842,703.46</b>	<b>45.72%</b>
<b>Revenue Total:</b>		<b>1,552,498.00</b>	<b>1,552,498.00</b>	<b>7,484.68</b>	<b>709,794.54</b>	<b>-842,703.46</b>	<b>45.72%</b>
<b>Expense</b>							
<b>Department: 245 - POLICE LEVY</b>							
<b>RptCategory: 40 - PERSONNEL SERVICES</b>							
<a href="#">228-245-432160</a>	POLICE OFFICER	184,338.00	184,338.00	8,962.52	70,626.83	113,711.17	38.31 %
<a href="#">228-245-432165</a>	SCHOOL RESOURCE OFFICER	184,338.00	184,338.00	3,011.61	3,011.61	181,326.39	1.63 %
<a href="#">228-245-432180</a>	MUNICIPAL ORDINANCE SPECIALIS	137,556.00	137,556.00	5,121.00	34,729.11	102,826.89	25.25 %
<a href="#">228-245-432195</a>	EXECUTIVE ASSISTANT	161,508.00	161,508.00	6,996.00	53,987.57	107,520.43	33.43 %
<a href="#">228-245-450100</a>	OVERTIME	30,000.00	30,000.00	447.70	7,132.95	22,867.05	23.78 %
<a href="#">228-245-450200</a>	HOLIDAY PAY	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
<a href="#">228-245-450300</a>	PROFICIENCY PAY	67,507.00	67,507.00	1,676.59	13,192.50	54,314.50	19.54 %
<a href="#">228-245-450500</a>	CAREER RECOGNITION PAY	0.00	0.00	200.19	1,565.09	-1,565.09	0.00 %
<a href="#">228-245-470000</a>	ASSOCIATED PAYROLL COSTS	490,468.00	490,468.00	18,560.91	115,708.35	374,759.65	23.59 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>		<b>1,259,715.00</b>	<b>1,259,715.00</b>	<b>44,976.52</b>	<b>299,954.01</b>	<b>959,760.99</b>	<b>23.81%</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>							
<a href="#">228-245-500498</a>	SHARE COST CCOM DISPATCH	161,386.00	161,386.00	6,772.46	54,179.70	107,206.30	33.57 %
<a href="#">228-245-510032</a>	SRO EXPENSES	4,000.00	4,000.00	0.00	3,228.78	771.22	80.72 %
<a href="#">228-245-510040</a>	K-9 EXPENSES	14,000.00	14,000.00	374.86	19,044.79	-5,044.79	136.03 %
<a href="#">228-245-510041</a>	SWAT PROGRAM	8,200.00	8,200.00	0.00	0.00	8,200.00	0.00 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>		<b>187,586.00</b>	<b>187,586.00</b>	<b>7,147.32</b>	<b>76,453.27</b>	<b>111,132.73</b>	<b>40.76%</b>
<b>Department: 245 - POLICE LEVY Total:</b>		<b>1,447,301.00</b>	<b>1,447,301.00</b>	<b>52,123.84</b>	<b>376,407.28</b>	<b>1,070,893.72</b>	<b>26.01%</b>
<b>Department: 991 - UNAPPROPRIATED BALANCE</b>							
<b>RptCategory: 90 - OTHER</b>							
<a href="#">228-991-990000</a>	UNAPPROPRIATED ENDING FUND B	105,197.00	105,197.00	0.00	0.00	105,197.00	0.00 %
<b>RptCategory: 90 - OTHER Total:</b>		<b>105,197.00</b>	<b>105,197.00</b>	<b>0.00</b>	<b>0.00</b>	<b>105,197.00</b>	<b>0.00%</b>
<b>Department: 991 - UNAPPROPRIATED BALANCE Total:</b>		<b>105,197.00</b>	<b>105,197.00</b>	<b>0.00</b>	<b>0.00</b>	<b>105,197.00</b>	<b>0.00%</b>
<b>Expense Total:</b>		<b>1,552,498.00</b>	<b>1,552,498.00</b>	<b>52,123.84</b>	<b>376,407.28</b>	<b>1,176,090.72</b>	<b>24.25%</b>
<b>Fund: 228 - POLICE LEVY FUND Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>-44,639.16</b>	<b>333,387.26</b>	<b>333,387.26</b>	<b>0.00%</b>

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	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 229 - FIRE LEVY FUND</b>						
<b>Revenue</b>						
<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL</b>						
<b>RptType: 3000 - BEG FUND BAL.</b>						
<a href="#">229-000-309999</a>	BEGINNING FUND BALANCE	160,000.00	160,000.00	0.00	0.00	-160,000.00 0.00 %
	<b>RptType: 3000 - BEG FUND BAL. Total:</b>	<b>160,000.00</b>	<b>160,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-160,000.00 0.00%</b>
<b>RptType: 3100 - LOCAL TAXES</b>						
<a href="#">229-000-310020</a>	CURRENT LEVY TAX	690,889.00	690,889.00	2,349.96	318,056.80	-372,832.20 46.04 %
<a href="#">229-000-310050</a>	PRIOR YEAR TAXES	5,000.00	5,000.00	276.66	1,913.91	-3,086.09 38.28 %
	<b>RptType: 3100 - LOCAL TAXES Total:</b>	<b>695,889.00</b>	<b>695,889.00</b>	<b>2,626.62</b>	<b>319,970.71</b>	<b>-375,918.29 45.98%</b>
<b>RptType: 3301 - INTEREST</b>						
<a href="#">229-000-330100</a>	INTEREST	6,000.00	6,000.00	1,992.52	10,853.77	4,853.77 180.90 %
	<b>RptType: 3301 - INTEREST Total:</b>	<b>6,000.00</b>	<b>6,000.00</b>	<b>1,992.52</b>	<b>10,853.77</b>	<b>4,853.77 180.90%</b>
	<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:</b>	<b>861,889.00</b>	<b>861,889.00</b>	<b>4,619.14</b>	<b>330,824.48</b>	<b>-531,064.52 38.38%</b>
	<b>Revenue Total:</b>	<b>861,889.00</b>	<b>861,889.00</b>	<b>4,619.14</b>	<b>330,824.48</b>	<b>-531,064.52 38.38%</b>
<b>Expense</b>						
<b>Department: 255 - FIRE LEVY</b>						
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>						
<a href="#">229-255-500110</a>	CONTRACTUAL & PROFESSIONAL S	861,889.00	861,889.00	0.00	39,436.45	822,452.55 4.58 %
	<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>	<b>861,889.00</b>	<b>861,889.00</b>	<b>0.00</b>	<b>39,436.45</b>	<b>822,452.55 4.58%</b>
	<b>Department: 255 - FIRE LEVY Total:</b>	<b>861,889.00</b>	<b>861,889.00</b>	<b>0.00</b>	<b>39,436.45</b>	<b>822,452.55 4.58%</b>
	<b>Expense Total:</b>	<b>861,889.00</b>	<b>861,889.00</b>	<b>0.00</b>	<b>39,436.45</b>	<b>822,452.55 4.58%</b>
	<b>Fund: 229 - FIRE LEVY FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>4,619.14</b>	<b>291,388.03</b>	<b>291,388.03 0.00%</b>

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For Fiscal: 2023-2024 Period Ending: 02/29/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 390 - URBAN RENEWAL FUND</b>						
<b>Revenue</b>						
<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL</b>						
<b>RptType: 3000 - BEG FUND BAL.</b>						
<a href="#">390-000-309999</a>	BEGINNING FUND BALANCE	2,980,000.00	2,980,000.00	0.00	0.00	-2,980,000.00 0.00 %
	<b>RptType: 3000 - BEG FUND BAL. Total:</b>	<b>2,980,000.00</b>	<b>2,980,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-2,980,000.00 0.00%</b>
<b>RptType: 3100 - LOCAL TAXES</b>						
<a href="#">390-000-310010</a>	CURRENT YEAR TAXES	2,129,997.00	2,129,997.00	7,615.64	1,030,071.92	-1,099,925.08 48.36 %
<a href="#">390-000-310050</a>	PRIOR YEAR TAXES	18,000.00	18,000.00	881.34	6,095.11	-11,904.89 33.86 %
	<b>RptType: 3100 - LOCAL TAXES Total:</b>	<b>2,147,997.00</b>	<b>2,147,997.00</b>	<b>8,496.98</b>	<b>1,036,167.03</b>	<b>-1,111,829.97 48.24%</b>
<b>RptType: 3301 - INTEREST</b>						
<a href="#">390-000-330100</a>	INTEREST	100,000.00	100,000.00	13,835.30	91,973.51	-8,026.49 91.97 %
	<b>RptType: 3301 - INTEREST Total:</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>13,835.30</b>	<b>91,973.51</b>	<b>-8,026.49 91.97%</b>
	<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:</b>	<b>5,227,997.00</b>	<b>5,227,997.00</b>	<b>22,332.28</b>	<b>1,128,140.54</b>	<b>-4,099,856.46 21.58%</b>
	<b>Revenue Total:</b>	<b>5,227,997.00</b>	<b>5,227,997.00</b>	<b>22,332.28</b>	<b>1,128,140.54</b>	<b>-4,099,856.46 21.58%</b>
<b>Expense</b>						
<b>Department: 410 - URBAN RENEWAL</b>						
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>						
<a href="#">390-410-500110</a>	CONTRACTUAL & PROFESSIONAL S	22,000.00	22,000.00	283.14	7,465.05	14,534.95 33.93 %
<a href="#">390-410-500120</a>	MUNICIPAL AUDIT CONTRACT	38,000.00	38,000.00	13,800.00	14,000.00	24,000.00 36.84 %
<a href="#">390-410-530000</a>	FIRE & LIABILITY INSURANCE	69,000.00	69,000.00	0.00	0.00	69,000.00 0.00 %
	<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>	<b>129,000.00</b>	<b>129,000.00</b>	<b>14,083.14</b>	<b>21,465.05</b>	<b>107,534.95 16.64%</b>
<b>RptCategory: 70 - DEBT SERVICE</b>						
<a href="#">390-410-730030</a>	DEBT SERVICE PRINCIPAL	986,320.00	986,320.00	0.00	485,896.00	500,424.00 49.26 %
<a href="#">390-410-730040</a>	DEBT SERVICE - INTEREST	89,952.00	89,952.00	22,542.47	52,349.07	37,602.93 58.20 %
	<b>RptCategory: 70 - DEBT SERVICE Total:</b>	<b>1,076,272.00</b>	<b>1,076,272.00</b>	<b>22,542.47</b>	<b>538,245.07</b>	<b>538,026.93 50.01%</b>
<b>RptCategory: 89 - TRANSFERS OUT</b>						
<a href="#">390-410-899100</a>	TRANSFER OUT TO GENERAL FUND	590,503.00	590,503.00	0.00	245,866.48	344,636.52 41.64 %
	<b>RptCategory: 89 - TRANSFERS OUT Total:</b>	<b>590,503.00</b>	<b>590,503.00</b>	<b>0.00</b>	<b>245,866.48</b>	<b>344,636.52 41.64%</b>
	<b>Department: 410 - URBAN RENEWAL Total:</b>	<b>1,795,775.00</b>	<b>1,795,775.00</b>	<b>36,625.61</b>	<b>805,576.60</b>	<b>990,198.40 44.86%</b>
<b>Department: 990 - CONTINGENCY</b>						
<b>RptCategory: 90 - OTHER</b>						
<a href="#">390-990-910000</a>	CONTINGENCY FUNDS	3,432,222.00	3,432,222.00	0.00	0.00	3,432,222.00 0.00 %
	<b>RptCategory: 90 - OTHER Total:</b>	<b>3,432,222.00</b>	<b>3,432,222.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,432,222.00 0.00%</b>
	<b>Department: 990 - CONTINGENCY Total:</b>	<b>3,432,222.00</b>	<b>3,432,222.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,432,222.00 0.00%</b>
	<b>Expense Total:</b>	<b>5,227,997.00</b>	<b>5,227,997.00</b>	<b>36,625.61</b>	<b>805,576.60</b>	<b>4,422,420.40 15.41%</b>
	<b>Fund: 390 - URBAN RENEWAL FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-14,293.33</b>	<b>322,563.94</b>	<b>322,563.94 0.00%</b>

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 730 - SEWER FUND</b>							
<b>Revenue</b>							
<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL</b>							
<b>RptType: 3000 - BEG FUND BAL.</b>							
<a href="#">730-000-309999</a>	BEGINNING FUND BALANCE	4,400,000.00	4,400,000.00	0.00	0.00	-4,400,000.00	0.00 %
<b>RptType: 3000 - BEG FUND BAL. Total:</b>		<b>4,400,000.00</b>	<b>4,400,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-4,400,000.00</b>	<b>0.00%</b>
<b>RptType: 3140 - CHARGES FOR SERVICES</b>							
<a href="#">730-000-314050</a>	OAK LODGE SANITARY	1,900,000.00	1,900,000.00	88,033.63	698,378.50	-1,201,621.50	36.76 %
<a href="#">730-000-314055</a>	TRI-CITY SERVICE DISTRICT	6,505,000.00	6,505,000.00	272,541.17	2,177,490.95	-4,327,509.05	33.47 %
<a href="#">730-000-314080</a>	CONNECTION FEES	10,000.00	10,000.00	0.00	0.00	-10,000.00	0.00 %
<b>RptType: 3140 - CHARGES FOR SERVICES Total:</b>		<b>8,415,000.00</b>	<b>8,415,000.00</b>	<b>360,574.80</b>	<b>2,875,869.45</b>	<b>-5,539,130.55</b>	<b>34.18%</b>
<b>RptType: 3141 - SDC</b>							
<a href="#">730-000-314110</a>	SEWER SDCS	20,000.00	20,000.00	16,212.00	16,212.00	-3,788.00	81.06 %
<b>RptType: 3141 - SDC Total:</b>		<b>20,000.00</b>	<b>20,000.00</b>	<b>16,212.00</b>	<b>16,212.00</b>	<b>-3,788.00</b>	<b>81.06%</b>
<b>RptType: 3600 - MISCELLANEOUS</b>							
<a href="#">730-000-360000</a>	ALL OTHER SEWER RECEIPTS	482,033.00	482,033.00	500.00	1,600.00	-480,433.00	0.33 %
<b>RptType: 3600 - MISCELLANEOUS Total:</b>		<b>482,033.00</b>	<b>482,033.00</b>	<b>500.00</b>	<b>1,600.00</b>	<b>-480,433.00</b>	<b>0.33%</b>
<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:</b>		<b>13,317,033.00</b>	<b>13,317,033.00</b>	<b>377,286.80</b>	<b>2,893,681.45</b>	<b>-10,423,351.55</b>	<b>21.73%</b>
<b>Department: 910 - TRANSFER IN</b>							
<b>RptType: 3990 - TRANSFERS IN</b>							
<a href="#">730-910-399105</a>	OPERATING TRANSFERS IN-ARPA RE	840,000.00	840,000.00	0.00	0.00	-840,000.00	0.00 %
<a href="#">730-910-399205</a>	TRANSFER IN FROM ROAD & STREE	277,555.00	277,555.00	0.00	0.00	-277,555.00	0.00 %
<b>RptType: 3990 - TRANSFERS IN Total:</b>		<b>1,117,555.00</b>	<b>1,117,555.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-1,117,555.00</b>	<b>0.00%</b>
<b>Department: 910 - TRANSFER IN Total:</b>		<b>1,117,555.00</b>	<b>1,117,555.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-1,117,555.00</b>	<b>0.00%</b>
<b>Revenue Total:</b>		<b>14,434,588.00</b>	<b>14,434,588.00</b>	<b>377,286.80</b>	<b>2,893,681.45</b>	<b>-11,540,906.55</b>	<b>20.05%</b>
<b>Expense</b>							
<b>Department: 703 - SEWER</b>							
<b>RptCategory: 40 - PERSONNEL SERVICES</b>							
<a href="#">730-703-431500</a>	ACCOUNTING CLERK	34,269.00	34,269.00	1,372.25	10,586.50	23,682.50	30.89 %
<a href="#">730-703-437049</a>	PUBLIC WORKS DIRECTOR	56,935.00	56,935.00	2,279.20	17,947.86	38,987.14	31.52 %
<a href="#">730-703-437050</a>	PUBLIC WORKS SUPERVISOR	60,560.00	60,560.00	2,424.18	18,639.83	41,920.17	30.78 %
<a href="#">730-703-437051</a>	PW UTILITIES MANAGER	60,981.00	60,981.00	2,503.13	19,455.21	41,525.79	31.90 %
<a href="#">730-703-437055</a>	PW ADMIN ASSISTANT	62,632.00	62,632.00	2,630.95	20,571.37	42,060.63	32.84 %
<a href="#">730-703-437070</a>	UTILITY WORKER, JOURNEY	71,964.00	71,964.00	2,197.31	23,409.88	48,554.12	32.53 %
<a href="#">730-703-437071</a>	UTILITY WORKER II	37,216.00	37,216.00	3,640.78	29,077.88	8,138.12	78.13 %
<a href="#">730-703-437072</a>	UTILITY WORKER III	146,012.00	146,012.00	3,104.94	20,989.33	125,022.67	14.38 %
<a href="#">730-703-439011</a>	SEASONAL HELP	38,600.00	38,600.00	0.00	0.00	38,600.00	0.00 %
<a href="#">730-703-450100</a>	OVERTIME	10,000.00	10,000.00	107.06	765.01	9,234.99	7.65 %
<a href="#">730-703-450500</a>	CAREER RECOGNITION PAY	6,148.00	6,148.00	184.79	1,423.11	4,724.89	23.15 %
<a href="#">730-703-470000</a>	ASSOCIATED PAYROLL COSTS	351,705.00	351,705.00	11,705.86	100,741.95	250,963.05	28.64 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>		<b>937,022.00</b>	<b>937,022.00</b>	<b>32,150.45</b>	<b>263,607.93</b>	<b>673,414.07</b>	<b>28.13%</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>							
<a href="#">730-703-500110</a>	CONTRACTUAL & PROFESSIONAL S	64,000.00	64,000.00	847.80	12,037.73	51,962.27	18.81 %
<a href="#">730-703-500456</a>	OAK LODGE SANITARY DISTRICT	1,193,800.00	1,193,800.00	122,157.76	488,631.04	705,168.96	40.93 %
<a href="#">730-703-500458</a>	WATER ENVIRONMENT SERVICES (	2,891,161.00	2,891,161.00	116,597.60	980,427.76	1,910,733.24	33.91 %
<a href="#">730-703-520120</a>	BANK CHARGES	72,500.00	72,500.00	2,210.74	24,784.52	47,715.48	34.19 %
<a href="#">730-703-520130</a>	OPERATIONS, MAINTENANCE & RE	100,000.00	100,000.00	1,155.15	13,659.46	86,340.54	13.66 %
<a href="#">730-703-520320</a>	FLEET FUEL, MAINTENANCE & REP	57,800.00	57,800.00	3,699.49	15,793.76	42,006.24	27.32 %
<a href="#">730-703-520400</a>	OFFICE SUPPLIES & EQUIPMENT	5,000.00	5,000.00	86.29	1,157.99	3,842.01	23.16 %
<a href="#">730-703-520430</a>	UTILITY BILLS & POSTAGE	17,500.00	17,500.00	763.65	6,415.37	11,084.63	36.66 %
<a href="#">730-703-540220</a>	TRAVEL, CONFERENCES & TRAININ	5,000.00	5,000.00	0.00	970.49	4,029.51	19.41 %
<a href="#">730-703-540300</a>	SMALL TOOLS, EQUIPMENT & SAFE	15,000.00	15,000.00	299.90	1,963.39	13,036.61	13.09 %
<a href="#">730-703-540400</a>	DUMPING, HAULING, GARBAGE	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
<a href="#">730-703-560100</a>	UTILITIES	5,000.00	5,000.00	127.35	917.91	4,082.09	18.36 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>		<b>4,434,761.00</b>	<b>4,434,761.00</b>	<b>247,945.73</b>	<b>1,546,759.42</b>	<b>2,888,001.58</b>	<b>34.88%</b>



Budget Report

For Fiscal: 2023-2024 Period Ending: 02/29/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>RptCategory: 60 - CAPITAL OUTLAY</b>							
<a href="#">730-703-660100</a>	EQUIPMENT REPLACEMENT RESER	665,000.00	665,000.00	0.00	0.00	665,000.00	0.00 %
<a href="#">730-703-676050</a>	SYSTEM IMPROVEMENTS & PROJEC	6,648,471.00	6,648,471.00	3,368.25	49,433.56	6,599,037.44	0.74 %
<a href="#">730-703-678090</a>	RESERVE FROM SDC'S	469,159.00	469,159.00	0.00	0.00	469,159.00	0.00 %
	<b>RptCategory: 60 - CAPITAL OUTLAY Total:</b>	<b>7,782,630.00</b>	<b>7,782,630.00</b>	<b>3,368.25</b>	<b>49,433.56</b>	<b>7,733,196.44</b>	<b>0.64%</b>
	<b>Department: 703 - SEWER Total:</b>	<b>13,154,413.00</b>	<b>13,154,413.00</b>	<b>283,464.43</b>	<b>1,859,800.91</b>	<b>11,294,612.09</b>	<b>14.14%</b>
<b>Department: 920 - TRANSFER OUT</b>							
<b>RptCategory: 89 - TRANSFERS OUT</b>							
<a href="#">730-920-899100</a>	TRANSFER OUT TO GENERAL FUND	417,900.00	417,900.00	0.00	0.00	417,900.00	0.00 %
<a href="#">730-920-899205</a>	TRANSFER OUT TO ROAD & STREET	462,275.00	462,275.00	0.00	0.00	462,275.00	0.00 %
	<b>RptCategory: 89 - TRANSFERS OUT Total:</b>	<b>880,175.00</b>	<b>880,175.00</b>	<b>0.00</b>	<b>0.00</b>	<b>880,175.00</b>	<b>0.00%</b>
	<b>Department: 920 - TRANSFER OUT Total:</b>	<b>880,175.00</b>	<b>880,175.00</b>	<b>0.00</b>	<b>0.00</b>	<b>880,175.00</b>	<b>0.00%</b>
<b>Department: 990 - CONTINGENCY</b>							
<b>RptCategory: 90 - OTHER</b>							
<a href="#">730-990-910000</a>	CONTINGENCY FUNDS	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00 %
	<b>RptCategory: 90 - OTHER Total:</b>	<b>400,000.00</b>	<b>400,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>400,000.00</b>	<b>0.00%</b>
	<b>Department: 990 - CONTINGENCY Total:</b>	<b>400,000.00</b>	<b>400,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>400,000.00</b>	<b>0.00%</b>
	<b>Expense Total:</b>	<b>14,434,588.00</b>	<b>14,434,588.00</b>	<b>283,464.43</b>	<b>1,859,800.91</b>	<b>12,574,787.09</b>	<b>12.88%</b>
	<b>Fund: 730 - SEWER FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>93,822.37</b>	<b>1,033,880.54</b>	<b>1,033,880.54</b>	<b>0.00%</b>

Budget Report

For Fiscal: 2023-2024 Period Ending: 02/29/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 740 - WATER FUND</b>							
<b>Revenue</b>							
<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL</b>							
<b>RptType: 3000 - BEG FUND BAL.</b>							
<a href="#">740-000-309999</a>	BEGINNING FUND BALANCE	6,100,000.00	6,100,000.00	0.00	0.00	-6,100,000.00	0.00 %
<b>RptType: 3000 - BEG FUND BAL. Total:</b>		<b>6,100,000.00</b>	<b>6,100,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-6,100,000.00</b>	<b>0.00%</b>
<b>RptType: 3140 - CHARGES FOR SERVICES</b>							
<a href="#">740-000-314060</a>	WATER SERVICE REVENUE	6,350,000.00	6,350,000.00	230,263.43	2,030,030.40	-4,319,969.60	31.97 %
<a href="#">740-000-314080</a>	WATER SERVICE CONNECTIONS	10,000.00	10,000.00	1,260.00	2,150.00	-7,850.00	21.50 %
<b>RptType: 3140 - CHARGES FOR SERVICES Total:</b>		<b>6,360,000.00</b>	<b>6,360,000.00</b>	<b>231,523.43</b>	<b>2,032,180.40</b>	<b>-4,327,819.60</b>	<b>31.95%</b>
<b>RptType: 3141 - SDC</b>							
<a href="#">740-000-314110</a>	WATER SDC'S	20,000.00	20,000.00	9,402.00	29,262.80	9,262.80	146.31 %
<a href="#">740-000-314111</a>	SDC Reimbursement Fee	0.00	0.00	0.00	1,204.20	1,204.20	0.00 %
<b>RptType: 3141 - SDC Total:</b>		<b>20,000.00</b>	<b>20,000.00</b>	<b>9,402.00</b>	<b>30,467.00</b>	<b>10,467.00</b>	<b>152.34%</b>
<b>RptType: 3600 - MISCELLANEOUS</b>							
<a href="#">740-000-360000</a>	ALL OTHER WATER RECEIPTS	0.00	0.00	0.00	-482.50	-482.50	0.00 %
<b>RptType: 3600 - MISCELLANEOUS Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-482.50</b>	<b>-482.50</b>	<b>0.00%</b>
<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:</b>		<b>12,480,000.00</b>	<b>12,480,000.00</b>	<b>240,925.43</b>	<b>2,062,164.90</b>	<b>-10,417,835.10</b>	<b>16.52%</b>
<b>Department: 910 - TRANSFER IN</b>							
<b>RptType: 3990 - TRANSFERS IN</b>							
<a href="#">740-910-399205</a>	TRANSFER IN FROM ROAD & STREE	277,555.00	277,555.00	0.00	0.00	-277,555.00	0.00 %
<b>RptType: 3990 - TRANSFERS IN Total:</b>		<b>277,555.00</b>	<b>277,555.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-277,555.00</b>	<b>0.00%</b>
<b>Department: 910 - TRANSFER IN Total:</b>		<b>277,555.00</b>	<b>277,555.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-277,555.00</b>	<b>0.00%</b>
<b>Revenue Total:</b>		<b>12,757,555.00</b>	<b>12,757,555.00</b>	<b>240,925.43</b>	<b>2,062,164.90</b>	<b>-10,695,390.10</b>	<b>16.16%</b>
<b>Expense</b>							
<b>Department: 704 - WATER</b>							
<b>RptCategory: 40 - PERSONNEL SERVICES</b>							
<a href="#">740-704-431500</a>	ACCOUNTING CLERK	41,123.00	41,123.00	1,646.70	12,703.80	28,419.20	30.89 %
<a href="#">740-704-437049</a>	PUBLIC WORKS DIRECTOR	56,935.00	56,935.00	2,279.20	17,947.86	38,987.14	31.52 %
<a href="#">740-704-437050</a>	PUBLIC WORKS SUPERVISOR	62,396.00	62,396.00	2,497.64	19,246.24	43,149.76	30.85 %
<a href="#">740-704-437051</a>	PW UTILITIES MANAGER	60,981.00	60,981.00	2,484.38	19,305.21	41,675.79	31.66 %
<a href="#">740-704-437055</a>	PW ADMIN ASSISTANT	62,632.00	62,632.00	2,630.95	20,571.37	42,060.63	32.84 %
<a href="#">740-704-437070</a>	UTILITY WORKER, JOURNEY	154,764.00	154,764.00	6,354.00	50,861.60	103,902.40	32.86 %
<a href="#">740-704-437071</a>	UTILITY WORKER II	155,649.00	155,649.00	6,488.03	50,245.24	105,403.76	32.28 %
<a href="#">740-704-439011</a>	SEASONAL HELP	38,600.00	38,600.00	0.00	0.00	38,600.00	0.00 %
<a href="#">740-704-450100</a>	OVERTIME	10,000.00	10,000.00	98.54	1,008.96	8,991.04	10.09 %
<a href="#">740-704-450500</a>	CAREER RECOGNITION PAY	6,746.00	6,746.00	251.30	1,931.13	4,814.87	28.63 %
<a href="#">740-704-470000</a>	ASSOCIATED PAYROLL COSTS	370,175.00	370,175.00	14,866.72	114,896.27	255,278.73	31.04 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>		<b>1,020,001.00</b>	<b>1,020,001.00</b>	<b>39,597.46</b>	<b>308,717.68</b>	<b>711,283.32</b>	<b>30.27%</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>							
<a href="#">740-704-500110</a>	CONTRACTUAL & PROFESSIONAL S	275,000.00	275,000.00	2,347.80	25,923.68	249,076.32	9.43 %
<a href="#">740-704-500240</a>	METER READING CONTRACT	64,000.00	64,000.00	2,376.36	19,047.45	44,952.55	29.76 %
<a href="#">740-704-500425</a>	WHOLESALE WATER	1,272,960.00	1,272,960.00	46,002.36	389,021.51	883,938.49	30.56 %
<a href="#">740-704-520120</a>	BANK CHARGES	72,000.00	72,000.00	1,965.76	23,314.68	48,685.32	32.38 %
<a href="#">740-704-520130</a>	OPERATIONS, MAINTENANCE & RE	250,000.00	250,000.00	2,702.26	42,454.91	207,545.09	16.98 %
<a href="#">740-704-520162</a>	LABORATORY WATER TESTS	40,000.00	40,000.00	0.00	6,010.00	33,990.00	15.03 %
<a href="#">740-704-520165</a>	FIRE HYDRANT MAINTENANCE & R	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
<a href="#">740-704-520320</a>	FLEET FUEL, MAINTENANCE & REP	45,000.00	45,000.00	952.74	12,763.20	32,236.80	28.36 %
<a href="#">740-704-520400</a>	OFFICE SUPPLIES & EQUIPMENT	6,000.00	6,000.00	99.87	1,205.17	4,794.83	20.09 %
<a href="#">740-704-520430</a>	UTILITY BILLS & POSTAGE	17,500.00	17,500.00	763.65	6,415.37	11,084.63	36.66 %
<a href="#">740-704-540220</a>	TRAVEL, CONFERENCES & TRAININ	5,000.00	5,000.00	0.00	970.51	4,029.49	19.41 %
<a href="#">740-704-540300</a>	SMALL TOOLS, EQUIPMENT & SAFE	15,000.00	15,000.00	127.69	1,371.99	13,628.01	9.15 %
<a href="#">740-704-540400</a>	DUMPING, HAULING, GARBAGE	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
<a href="#">740-704-560100</a>	UTILITIES	50,000.00	50,000.00	2,010.79	15,468.72	34,531.28	30.94 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>		<b>2,152,460.00</b>	<b>2,152,460.00</b>	<b>59,349.28</b>	<b>543,967.19</b>	<b>1,608,492.81</b>	<b>25.27%</b>

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>RptCategory: 60 - CAPITAL OUTLAY</b>							
<a href="#">740-704-660100</a>	EQUIPMENT REPLACEMENT RESER	279,000.00	279,000.00	0.00	0.00	279,000.00	0.00 %
<a href="#">740-704-676050</a>	SYSTEM IMPROVEMENTS & PROJEC	7,018,269.00	7,018,269.00	0.00	12,371.87	7,005,897.13	0.18 %
<a href="#">740-704-678090</a>	RESERVE FROM SDC'S	657,771.00	657,771.00	0.00	0.00	657,771.00	0.00 %
	<b>RptCategory: 60 - CAPITAL OUTLAY Total:</b>	<b>7,955,040.00</b>	<b>7,955,040.00</b>	<b>0.00</b>	<b>12,371.87</b>	<b>7,942,668.13</b>	<b>0.16%</b>
<b>RptCategory: 70 - DEBT SERVICE</b>							
<a href="#">740-704-720040</a>	2005 BONDED DEBT/PRINCIPAL	347,000.00	347,000.00	0.00	0.00	347,000.00	0.00 %
<a href="#">740-704-730040</a>	2005 BONDED DEBT/INTEREST	10,376.00	10,376.00	0.00	3,455.10	6,920.90	33.30 %
	<b>RptCategory: 70 - DEBT SERVICE Total:</b>	<b>357,376.00</b>	<b>357,376.00</b>	<b>0.00</b>	<b>3,455.10</b>	<b>353,920.90</b>	<b>0.97%</b>
	<b>Department: 704 - WATER Total:</b>	<b>11,484,877.00</b>	<b>11,484,877.00</b>	<b>98,946.74</b>	<b>868,511.84</b>	<b>10,616,365.16</b>	<b>7.56%</b>
<b>Department: 920 - TRANSFER OUT</b>							
<b>RptCategory: 89 - TRANSFERS OUT</b>							
<a href="#">740-920-899100</a>	TRANSFER OUT TO GENERAL FUND	523,678.00	523,678.00	0.00	0.00	523,678.00	0.00 %
<a href="#">740-920-899205</a>	TRANSFER OUT TO ROAD & STREET	349,000.00	349,000.00	0.00	0.00	349,000.00	0.00 %
	<b>RptCategory: 89 - TRANSFERS OUT Total:</b>	<b>872,678.00</b>	<b>872,678.00</b>	<b>0.00</b>	<b>0.00</b>	<b>872,678.00</b>	<b>0.00%</b>
	<b>Department: 920 - TRANSFER OUT Total:</b>	<b>872,678.00</b>	<b>872,678.00</b>	<b>0.00</b>	<b>0.00</b>	<b>872,678.00</b>	<b>0.00%</b>
<b>Department: 990 - CONTINGENCY</b>							
<b>RptCategory: 90 - OTHER</b>							
<a href="#">740-990-910000</a>	CONTINGENCY FUNDS	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00 %
	<b>RptCategory: 90 - OTHER Total:</b>	<b>400,000.00</b>	<b>400,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>400,000.00</b>	<b>0.00%</b>
	<b>Department: 990 - CONTINGENCY Total:</b>	<b>400,000.00</b>	<b>400,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>400,000.00</b>	<b>0.00%</b>
	<b>Expense Total:</b>	<b>12,757,555.00</b>	<b>12,757,555.00</b>	<b>98,946.74</b>	<b>868,511.84</b>	<b>11,889,043.16</b>	<b>6.81%</b>
	<b>Fund: 740 - WATER FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>141,978.69</b>	<b>1,193,653.06</b>	<b>1,193,653.06</b>	<b>0.00%</b>

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 750 - STORM WATER FUND</b>							
<b>Revenue</b>							
<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL</b>							
<b>RptType: 3000 - BEG FUND BAL.</b>							
<a href="#">750-000-309999</a>	BEGINNING FUND BALANCE	1,875,000.00	1,875,000.00	0.00	0.00	-1,875,000.00	0.00 %
	<b>RptType: 3000 - BEG FUND BAL. Total:</b>	<b>1,875,000.00</b>	<b>1,875,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-1,875,000.00</b>	<b>0.00%</b>
<b>RptType: 3140 - CHARGES FOR SERVICES</b>							
<a href="#">750-000-314060</a>	STORM REVENUE	2,010,500.00	2,010,500.00	85,214.41	662,263.08	-1,348,236.92	32.94 %
	<b>RptType: 3140 - CHARGES FOR SERVICES Total:</b>	<b>2,010,500.00</b>	<b>2,010,500.00</b>	<b>85,214.41</b>	<b>662,263.08</b>	<b>-1,348,236.92</b>	<b>32.94%</b>
<b>RptType: 3141 - SDC</b>							
<a href="#">750-000-314110</a>	STORMWATER SDC'S	11,000.00	11,000.00	10,848.00	10,848.00	-152.00	98.62 %
	<b>RptType: 3141 - SDC Total:</b>	<b>11,000.00</b>	<b>11,000.00</b>	<b>10,848.00</b>	<b>10,848.00</b>	<b>-152.00</b>	<b>98.62%</b>
<b>RptType: 3600 - MISCELLANEOUS</b>							
<a href="#">750-000-360000</a>	ALL OTHER STORM FUND RESOURC	187,833.00	187,833.00	0.00	0.00	-187,833.00	0.00 %
	<b>RptType: 3600 - MISCELLANEOUS Total:</b>	<b>187,833.00</b>	<b>187,833.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-187,833.00</b>	<b>0.00%</b>
	<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:</b>	<b>4,084,333.00</b>	<b>4,084,333.00</b>	<b>96,062.41</b>	<b>673,111.08</b>	<b>-3,411,221.92</b>	<b>16.48%</b>
<b>Department: 910 - TRANSFER IN</b>							
<b>RptType: 3990 - TRANSFERS IN</b>							
<a href="#">750-910-399105</a>	TRANSFER IN FROM ARPA FUND	360,000.00	360,000.00	0.00	0.00	-360,000.00	0.00 %
<a href="#">750-910-399205</a>	TRANSFER IN FROM ROAD & STREE	277,555.00	277,555.00	0.00	0.00	-277,555.00	0.00 %
	<b>RptType: 3990 - TRANSFERS IN Total:</b>	<b>637,555.00</b>	<b>637,555.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-637,555.00</b>	<b>0.00%</b>
	<b>Department: 910 - TRANSFER IN Total:</b>	<b>637,555.00</b>	<b>637,555.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-637,555.00</b>	<b>0.00%</b>
	<b>Revenue Total:</b>	<b>4,721,888.00</b>	<b>4,721,888.00</b>	<b>96,062.41</b>	<b>673,111.08</b>	<b>-4,048,776.92</b>	<b>14.26%</b>
<b>Expense</b>							
<b>Department: 705 - PUBLIC WORKS DIRECTOR</b>							
<b>RptCategory: 40 - PERSONNEL SERVICES</b>							
<a href="#">750-705-431500</a>	ACCOUNTING CLERK	34,269.00	34,269.00	1,372.25	10,586.50	23,682.50	30.89 %
<a href="#">750-705-437049</a>	PUBLIC WORKS DIRECTOR	56,935.00	56,935.00	2,279.20	17,947.88	38,987.12	31.52 %
<a href="#">750-705-437050</a>	PUBLIC WORKS SUPERVISOR	60,560.00	60,560.00	2,424.18	18,598.26	41,961.74	30.71 %
<a href="#">750-705-437051</a>	PW UTILITIES MANAGER	60,981.00	60,981.00	2,503.11	19,455.05	41,525.95	31.90 %
<a href="#">750-705-437055</a>	PW ADMIN ASSISTANT	62,632.00	62,632.00	2,630.95	20,571.23	42,060.77	32.84 %
<a href="#">750-705-437070</a>	UTILITY WORKER, JOURNEY	71,964.00	71,964.00	2,197.30	23,409.86	48,554.14	32.53 %
<a href="#">750-705-437071</a>	UTILITY WORKER II	112,157.00	112,157.00	6,451.50	40,838.54	71,318.46	36.41 %
<a href="#">750-705-437072</a>	UTILITY WORKER III	146,012.00	146,012.00	3,104.92	20,989.25	125,022.75	14.38 %
<a href="#">750-705-450100</a>	OVERTIME	5,000.00	5,000.00	153.55	1,220.91	3,779.09	24.42 %
<a href="#">750-705-450500</a>	CAREER RECOGNITION PAY	6,148.00	6,148.00	184.78	1,422.89	4,725.11	23.14 %
<a href="#">750-705-470000</a>	ASSOCIATED PAYROLL COSTS	376,348.00	376,348.00	13,367.55	104,054.29	272,293.71	27.65 %
	<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>	<b>993,006.00</b>	<b>993,006.00</b>	<b>36,669.29</b>	<b>279,094.66</b>	<b>713,911.34</b>	<b>28.11%</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>							
<a href="#">750-705-500110</a>	CONTRACTUAL & PROFESSIONAL S	44,000.00	44,000.00	947.54	14,262.92	29,737.08	32.42 %
<a href="#">750-705-520120</a>	BANK CHARGES	80,000.00	80,000.00	2,210.76	24,786.02	55,213.98	30.98 %
<a href="#">750-705-520130</a>	OPERATIONS, MAINTENANCE & RE	60,000.00	60,000.00	664.56	13,907.49	46,092.51	23.18 %
<a href="#">750-705-520320</a>	FLEET FUEL, MAINTENANCE & REP	50,000.00	50,000.00	4,310.41	15,268.85	34,731.15	30.54 %
<a href="#">750-705-520400</a>	OFFICE SUPPLIES & EQUIPMENT	5,000.00	5,000.00	86.31	1,157.91	3,842.09	23.16 %
<a href="#">750-705-520430</a>	UTILITY BILLS & POSTAGE	17,500.00	17,500.00	763.87	6,417.30	11,082.70	36.67 %
<a href="#">750-705-540220</a>	TRAVEL, CONFERENCES & TRAININ	2,000.00	2,000.00	0.00	78.90	1,921.10	3.95 %
<a href="#">750-705-540300</a>	SMALL TOOLS, EQUIPMENT & SAFE	6,000.00	6,000.00	216.54	1,845.60	4,154.40	30.76 %
<a href="#">750-705-540400</a>	DUMPING, HAULING, GARBAGE	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
<a href="#">750-705-560100</a>	UTILITIES	2,000.00	2,000.00	53.31	417.68	1,582.32	20.88 %
	<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>	<b>274,000.00</b>	<b>274,000.00</b>	<b>9,253.30</b>	<b>78,142.67</b>	<b>195,857.33</b>	<b>28.52%</b>
<b>RptCategory: 60 - CAPITAL OUTLAY</b>							
<a href="#">750-705-660100</a>	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: 02/29/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<a href="#">750-705-676050</a>	SYSTEM IMPROVEMENTS & PROJEC	2,302,281.00	2,302,281.00	845.45	13,830.49	2,288,450.51	0.60 %
	<b>RptCategory: 60 - CAPITAL OUTLAY Total:</b>	<b>2,517,281.00</b>	<b>2,517,281.00</b>	<b>845.45</b>	<b>13,830.49</b>	<b>2,503,450.51</b>	<b>0.55%</b>
	<b>Department: 705 - PUBLIC WORKS DIRECTOR Total:</b>	<b>3,784,287.00</b>	<b>3,784,287.00</b>	<b>46,768.04</b>	<b>371,067.82</b>	<b>3,413,219.18</b>	<b>9.81%</b>
	<b>Department: 920 - TRANSFER OUT</b>						
	<b>RptCategory: 89 - TRANSFERS OUT</b>						
<a href="#">750-920-899100</a>	TRANSFER OUT TO GENERAL FUND	427,101.00	427,101.00	0.00	0.00	427,101.00	0.00 %
<a href="#">750-920-899205</a>	TRANSFER OUT TO ROAD & STREET	110,500.00	110,500.00	0.00	0.00	110,500.00	0.00 %
	<b>RptCategory: 89 - TRANSFERS OUT Total:</b>	<b>537,601.00</b>	<b>537,601.00</b>	<b>0.00</b>	<b>0.00</b>	<b>537,601.00</b>	<b>0.00%</b>
	<b>Department: 920 - TRANSFER OUT Total:</b>	<b>537,601.00</b>	<b>537,601.00</b>	<b>0.00</b>	<b>0.00</b>	<b>537,601.00</b>	<b>0.00%</b>
	<b>Department: 990 - CONTINGENCY</b>						
	<b>RptCategory: 90 - OTHER</b>						
<a href="#">750-990-910000</a>	CONTINGENCY FUNDS	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00 %
	<b>RptCategory: 90 - OTHER Total:</b>	<b>400,000.00</b>	<b>400,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>400,000.00</b>	<b>0.00%</b>
	<b>Department: 990 - CONTINGENCY Total:</b>	<b>400,000.00</b>	<b>400,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>400,000.00</b>	<b>0.00%</b>
	<b>Expense Total:</b>	<b>4,721,888.00</b>	<b>4,721,888.00</b>	<b>46,768.04</b>	<b>371,067.82</b>	<b>4,350,820.18</b>	<b>7.86%</b>
	<b>Fund: 750 - STORM WATER FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>49,294.37</b>	<b>302,043.26</b>	<b>302,043.26</b>	<b>0.00%</b>

Budget Report

For Fiscal: 2023-2024 Period Ending: 02/29/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 801 - MUNICIPAL COURT TRUST FUND</b>							
<b>Revenue</b>							
<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL</b>							
<b>RptType: 3000 - BEG FUND BAL.</b>							
<a href="#">801-000-309999</a>	BEGINNING FUND BALANCE	40,000.00	40,000.00	0.00	0.00	-40,000.00	0.00 %
	<b>RptType: 3000 - BEG FUND BAL. Total:</b>	<b>40,000.00</b>	<b>40,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-40,000.00</b>	<b>0.00%</b>
<b>RptType: 3260 - FINES AND FORFEITURES</b>							
<a href="#">801-000-326020</a>	CITY OF GLADSTONE FINES/FEES	710,000.00	710,000.00	24,587.56	184,368.07	-525,631.93	25.97 %
<a href="#">801-000-326030</a>	CLACKAMAS COUNTY FINES/FEES	34,000.00	34,000.00	796.41	7,163.70	-26,836.30	21.07 %
<a href="#">801-000-326040</a>	STATE OF OREGON FINES/FEES	122,000.00	122,000.00	3,522.08	29,627.16	-92,372.84	24.28 %
<a href="#">801-000-326050</a>	RESTITUTION	3,000.00	3,000.00	0.00	-100.00	-3,100.00	3.33 %
<a href="#">801-000-326060</a>	BOND	1,000.00	1,000.00	-717.64	728.39	-271.61	72.84 %
	<b>RptType: 3260 - FINES AND FORFEITURES Total:</b>	<b>870,000.00</b>	<b>870,000.00</b>	<b>28,188.41</b>	<b>221,787.32</b>	<b>-648,212.68</b>	<b>25.49%</b>
<b>RptType: 3600 - MISCELLANEOUS</b>							
<a href="#">801-000-360000</a>	ALL OTHER COURT FEES	0.00	0.00	0.00	177.50	177.50	0.00 %
	<b>RptType: 3600 - MISCELLANEOUS Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>177.50</b>	<b>177.50</b>	<b>0.00%</b>
	<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:</b>	<b>910,000.00</b>	<b>910,000.00</b>	<b>28,188.41</b>	<b>221,964.82</b>	<b>-688,035.18</b>	<b>24.39%</b>
	<b>Revenue Total:</b>	<b>910,000.00</b>	<b>910,000.00</b>	<b>28,188.41</b>	<b>221,964.82</b>	<b>-688,035.18</b>	<b>24.39%</b>
<b>Expense</b>							
<b>Department: 220 - COURT</b>							
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>							
<a href="#">801-220-500500</a>	CITY OF GLADSTONE FINES & FEES	710,000.00	710,000.00	0.00	189,012.67	520,987.33	26.62 %
<a href="#">801-220-500510</a>	CLACKAMAS COUNTY FINES & FEES	34,000.00	34,000.00	0.00	7,806.80	26,193.20	22.96 %
<a href="#">801-220-500520</a>	STATE OF OREGON FINES & FEES	122,000.00	122,000.00	0.00	31,755.94	90,244.06	26.03 %
<a href="#">801-220-500530</a>	RESTITUTION	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
<a href="#">801-220-500540</a>	BOND - COURT	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
<a href="#">801-220-500550</a>	ALL OTHER FEES & FINES	0.00	0.00	0.00	177.50	-177.50	0.00 %
	<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>	<b>870,000.00</b>	<b>870,000.00</b>	<b>0.00</b>	<b>228,752.91</b>	<b>641,247.09</b>	<b>26.29%</b>
	<b>Department: 220 - COURT Total:</b>	<b>870,000.00</b>	<b>870,000.00</b>	<b>0.00</b>	<b>228,752.91</b>	<b>641,247.09</b>	<b>26.29%</b>
<b>Department: 990 - CONTINGENCY</b>							
<b>RptCategory: 90 - OTHER</b>							
<a href="#">801-990-910000</a>	CONTINGENCY FUNDS	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00 %
	<b>RptCategory: 90 - OTHER Total:</b>	<b>40,000.00</b>	<b>40,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>40,000.00</b>	<b>0.00%</b>
	<b>Department: 990 - CONTINGENCY Total:</b>	<b>40,000.00</b>	<b>40,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>40,000.00</b>	<b>0.00%</b>
	<b>Expense Total:</b>	<b>910,000.00</b>	<b>910,000.00</b>	<b>0.00</b>	<b>228,752.91</b>	<b>681,247.09</b>	<b>25.14%</b>
	<b>Fund: 801 - MUNICIPAL COURT TRUST FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>28,188.41</b>	<b>-6,788.09</b>	<b>-6,788.09</b>	<b>0.00%</b>
	<b>Report Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-314,651.12</b>	<b>1,209,396.18</b>	<b>1,209,396.18</b>	<b>0.00%</b>

### Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - GENERAL FUND	0.00	0.00	-686,072.52	-2,320,726.63	-2,320,726.63
105 - AMERICAN RESCUE PLAN RE	0.00	0.00	-3,500.00	-84,090.77	-84,090.77
205 - ROAD AND STREET FUND	0.00	0.00	115,950.91	144,085.58	144,085.58
228 - POLICE LEVY FUND	0.00	0.00	-44,639.16	333,387.26	333,387.26
229 - FIRE LEVY FUND	0.00	0.00	4,619.14	291,388.03	291,388.03
390 - URBAN RENEWAL FUND	0.00	0.00	-14,293.33	322,563.94	322,563.94
730 - SEWER FUND	0.00	0.00	93,822.37	1,033,880.54	1,033,880.54
740 - WATER FUND	0.00	0.00	141,978.69	1,193,653.06	1,193,653.06
750 - STORM WATER FUND	0.00	0.00	49,294.37	302,043.26	302,043.26
801 - MUNICIPAL COURT TRUST F	0.00	0.00	28,188.41	-6,788.09	-6,788.09
<b>Report Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-314,651.12</b>	<b>1,209,396.18</b>	<b>1,209,396.18</b>





## CHECK REGISTER FOR FEBRUARY 2024

Check Date	Check No.	Vendor	Amount	Line Item Description
02/01/2024	559	Amy Lindgren Law, LLC	3,500.00	Municipal Court Judge - CT
02/01/2024	560	Lundquist, Kyndre	3,500.00	Prosecutor Services - CT
02/01/2024	561	Metereaders	2,382.57	Metereading Service - PW
02/01/2024	562	P & C Construction	198,732.00	PW Facility Construction - PW
02/01/2024	563	Shiels Oblatz Johnsen	8,336.70	PW Facility Construction - PW
02/01/2024	564	Smith-Wagar Brucker Consulting Inc.	20,326.25	Financial Services - Admin
02/01/2024	94238	ACS Testing, Inc.	1,072.50	PW Facility Construction - PW
02/01/2024	94239	Aramark	79.48	Mat Rental - PW
02/01/2024	94240	Cain Petroleum	500.00	Car Wash Coupons - PD
02/01/2024	94241	Cintas First Aid Lockbox	466.45	First Aid/Watercooler - PD/PD/CC/Admin
02/01/2024	94242	Oregon Secretary of State	350.00	Audit Filing Fee - Admin
02/01/2024	94243	Stein Oil Co. Inc.	4,496.26	Gasoline - PD/PW/CC
02/01/2024	94244	Stitch n' Embroidery Inc.	300.00	Logo Embroidery - PD
02/01/2024	94245	United States Postal Service	1,227.47	Newsletter Postage - Admin
02/01/2024	94246	Walter E. Nelson Co.	2,013.90	Janitorial/Paper Products - PW
02/12/2024	565	Leeway Engineering Solutions LLC	911.75	Prof. Fees - I & I Project - PW
02/12/2024	566	Nancy McDonald	5,810.00	HR Consulting - Admin
02/12/2024	94247	Accurate Electric of Oregon I	584.00	Reservoir Maintenance - PW
02/12/2024	94248	BMS Technologies	2,291.17	Utility Bill Printing/Mailing - PW
02/12/2024	94249	Blackline, Inc.	220.00	Striping - PW
02/12/2024	94250	Canon Financial Services, Inc.	1,340.49	Copier Leases/Usage - IT
02/12/2024	94251	City of Canby	240.00	Clackamas Cities Dinner - Admin
02/12/2024	94252	Clackamas County Elections	27,942.57	Special Election Costs - Admin
02/12/2024	94253	Comcast	52.55	Digital TV Receivers - IT
02/12/2024	94254	Curtis, L. N. Co.	589.99	Uniforms - PD
02/12/2024	94255	David M. Corey	1,680.00	Post Offer Evaluations - PD
02/12/2024	94256	Edge Analytical, Inc.	42.00	Water Testing - PW
02/12/2024	94257	Gold Wrench	109.05	Vehicle Maintenance - PD
02/12/2024	94258	Guardian Alliance Technologies, Inc.	60.00	Investigative Software - PD
02/12/2024	94259	In and Out Auto Care LLC	5,836.62	Vehicle Maintenance - PW
02/12/2024	94260	Jal Duncan Photography	136.00	Portraits - PD
02/12/2024	94261	Lake Oswego Police Department	1,440.00	Training Costs - PD
02/12/2024	94262	Lance D. Quaranto PC	1,300.00	Indigent Defense - CT
02/12/2024	94263	League of Oregon Cities	375.00	Training Costs - Admin
02/12/2024	94264	Metro Area Sergeants Academy	495.00	Training Costs - PD
02/12/2024	94265	Northwest Natural Gas	2,368.76	Natural Gas Usage - All Depts.
02/12/2024	94266	Oak Lodge Water Services	2,722.50	Water Purchases - PW
02/12/2024	94267	Paramount Pest Control Inc	85.00	Pest Control - PW
02/12/2024	94268	Portland General Electric	19,144.19	Electric Usage - Facilities/St. Lights - PW
02/12/2024	94269	Portland Sign Company	420.75	Hanging Basket Removal - Admin
02/12/2024	94270	Stericycle	174.71	Shredding Service - PD
02/12/2024	94271	Tyler Technologies, Inc.	9,469.25	UB Online Pmt Fees/Server Migration - PW/IT
02/12/2024	94272	Verizon Wireless	2,459.21	Cell Phones/Data Lines - IT
02/13/2024	94273 - 94276	UB Refund Checks	524.36	UB Refund Checks - PW
02/14/2024	567	3J Consulting, Inc.	12,998.50	Planning Services - Admin
02/14/2024	568	Beery Elsner & Hammond LLP	5,271.73	Legal Fees - Admin
02/14/2024	569	P & C Construction	483,340.00	PW Facility Construction - PW
02/14/2024	570	Shiels Oblatz Johnsen	9,197.82	PW Facility Construction - PW
02/14/2024	94277	ACS Testing, Inc.	1,248.50	PW Facility Construction - PW
02/14/2024	94278	Buel's Impressions Printing	159.00	Form Printing - PD
02/14/2024	94279	Curtis, L. N. Co.	1,554.50	Uniforms - PD
02/14/2024	94280	Ferguson Enterprises	264.63	Water System Supplies - PW
02/14/2024	94281	Northwest Accreditation Alliance	1,963.00	Annual Accreditation Fee - PD
02/22/2024	571	8x8, Inc.	1,801.37	Phone Service - IT
02/22/2024	572	BridgePay Network Solutions, LLC	193.50	Online UB Payment Fees - PW
02/22/2024	573	Global Grant Services	3,500.00	Grant Support Services - Admin
02/22/2024	574	Ian Jeffrey Slavin	1,400.00	Indigent Defense - CT
02/22/2024	575	Oregon Patrol Service	917.80	Meeting Security - CT/Admin
02/22/2024	576	Quadient Finance, USA	1,300.00	Postage - All Depts

**CHECK REGISTER FOR FEBRUARY 2024**

<b>Check Date</b>	<b>Check No.</b>	<b>Vendor</b>	<b>Amount</b>	<b>Line Item Description</b>
02/22/2024	577	Satcom Global Ltd.	42.75	Satelite Phone Access - PD
02/22/2024	578	SHI International Corp.	28,389.27	Enterprise License/Support - 5 yrs - IT
02/22/2024	94282	Alexin Analytical Laboratories	280.00	Water Testing - PW
02/22/2024	94283	American Medical Response	400.00	Blood Draws - PD
02/22/2024	94284	Backflow Management Inc	44.00	Backflow Test Letters - PW
02/22/2024	94285	Bravo Land Care & Maintenance	945.00	Landscape Maintenance - PW
02/22/2024	94286	Cintas First Aid Lockbox	318.22	First Aid/Watercooler - PD/PD/CC/Admin
02/22/2024	94287	City of Oregon City	284.00	GIS Services - PW
02/22/2024	94288	Clackamas County Finance Department	13,554.33	Dispatch/Ammo/Fingerprinting - PD
02/22/2024	94289	Daisy Alvarez	200.00	Rental Deposit Refund - CC
02/22/2024	94290	Ferguson Enterprises	200.21	Park Maintenance Supplies - PW
02/22/2024	94291	Grainger	350.28	Park Maintenance Supplies - PW
02/22/2024	94292	J. Thayer Co.	193.97	Office Supplies - Admin
02/22/2024	94293	Luxury Restroom Trailers	2,810.00	PW Facility Construction - PW
02/22/2024	94294	North Clackamas County Water	43,950.95	Water Purchases - PW
02/22/2024	94295	One Call Concepts Inc	77.00	Utility Notifications - PW
02/22/2024	94296	Online Controls LLC	1,620.00	Water Reservoir Computer Repairs - PW
02/22/2024	94297	Oregon Aerial Construction LLC	241.20	Electric Line Transfer - PW
02/22/2024	94298	Oregon Assoc of Clean Water Agencies	720.00	Annual Membership - PW
02/22/2024	94299	Oregon Bureau of Labor & Industry	4,400.00	PW Project Remodel Fees - PW
02/22/2024	94300	Oregon DEQ	1,516.00	Annual Water Quality Fee - PW
02/22/2024	94301	Oregon DMV	11.50	Driving Records - PD
02/22/2024	94302	Paramount Pest Control Inc	135.00	Pest Control - PW
02/22/2024	94303	Stein Oil Co. Inc.	3,304.32	Gasoline - PD/PW/CC
02/22/2024	94304	Stitch n' Embroidery Inc.	105.00	Logo Embroidery - PD
02/22/2024	94305	T-Mobile	587.08	Cell Phone Usage - PW
02/22/2024	94306	Traffic Safety Supply Co. Inc.	531.90	Sign Posts - PW
02/22/2024	94307	TransUnion Risk and Alternative	75.00	Data Research - PD
02/22/2024	94308	Uline Inc	171.93	Restroom Supplies - PW
02/22/2024	94309	VenTek International	610.96	Fee Station Repairs
02/22/2024	94310	Hero Industries Inc	765.00	Stuffed Nanuk Dogs - PD
02/22/2024	94311	Pacific Mobile Structures Inc	584.00	Mobile Office Rental - PW
02/29/2024	94312 - 94313	Employee Paychecks	4,059.59	New Employee Paychecks
02/29/2024	579	CIS Trust	71,494.87	Monthly Health Insurance
02/29/2024	580	HRA VEBA Plan	3,593.86	Employer VEBA contribution
02/29/2024	581	MissionSquare Retirement	9,542.31	Voluntary Payroll Deferred Comp
02/29/2024	94314	Axa Equi-Vest	9,494.12	Voluntary Payroll Deferred Comp
02/29/2024	94315	Clackamas Community Federal Credit Union	1,117.97	GPA Union Dues
02/29/2024	94316	Equitable	1,463.22	Non-PERS Retirement Pmt
02/29/2024	94317	Equitable Financial Life Insurance Co.	86.00	Non-PERS Retirement Pmt
02/29/2024	94318	Oregon AFSCME Council #75	1,357.53	AFSCME Union Dues
02/29/2024	94319	Oregon Department of Justice/Child Support	1,200.00	Child Support
Total February 2024 Payments			<u>\$ 1,072,047.19</u>	



**ATTORNEY CHARGES**

<b>Attorneys:</b>	<b>July, 2023</b>	<b>Aug, 2023</b>	<b>Sept, 2023</b>	<b>Oct, 2023</b>	<b>Nov, 2023</b>	<b>Dec, 2023</b>	<b>Totals</b>
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	-	-	-	-	-	-	-
<b>Total</b>	<b>\$ 10,076.00</b>	<b>\$ 6,026.00</b>	<b>\$ 5,483.00</b>	<b>\$ 20,414.30</b>	<b>\$ 7,199.50</b>	<b>\$ 5,271.73</b>	<b>\$ 54,470.53</b>

<b>Attorneys:</b>	<b>Jan, 2024</b>	<b>Feb, 2024</b>	<b>Mar, 2024</b>	<b>Apr, 2024</b>	<b>May, 2024</b>	<b>June, 2024</b>	<b>Totals for Year</b>
City Charter	\$ -	\$ -					\$ -
Elections	-	-					246.50
Finance	644.50	-					1,243.00
General	57.00	-					3,296.00
Meeting Attendance	-	-					-
Governance/City Council	1,280.32	114.00					4,244.32
Meeting Attendance	1,026.00	826.50					7,239.00
Intergovernmental	-	-					798.00
Meeting Attendance	-	-					-
Land Use/ Community Development	-	-					2,995.30
Meeting Attendance	-	-					114.00
Parks & Recreation	163.00	-					1,413.60
Personnel/Labor	114.00	-					23,897.00
GPA	-	-					-
City Administration	1,738.50	-					2,254.13
Personnel Handbook	-	-					-
Meeting Attendance	-	-					1,083.00
Public Records & Meetings	85.50	-					1,368.00
Public Safety	-	-					883.50
Public Works	142.50	171.00					1,291.00
Public Works Facility Project	-	-					936.50
Real Property Transactions	-	-					57.00
Risk Management/Litigation	-	598.50					1,111.50
Rights of Way-Telecommunications	-	-					6,960.50
Urban Renewal	-	-					-
<b>Total</b>	<b>\$ 5,251.32</b>	<b>\$ 1,710.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 61,431.85</b>





# **Gladstone Police Department**

## **Monthly Report**

**March 2024**





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



## CHIEF'S REPORT

March 2024

Greetings,

As you will see throughout this report, your police officers have been busy providing the necessary services to ensure safety and security of our community. The good work conducted by members of the police department is very much appreciated by me and I am sure you. I want to provide a hiring update for you.

The Police Department is currently training five new police officers. Two of our new hires are required by the State of Oregon to attend the academy, one reported to the academy last month and the second reported this month. The other three are currently training in Gladstone with Field Training Officers and have already completed State requirements of attending the Academy prior to their hire. The two in the Academy will spend 16 weeks training at the Department of Public Safety and Standards in Salem learning the fundamentals of policing. We are looking forward to these officers returning to Gladstone at the completion of their academy training where they will continue training with Field Training Officers for another thirteen weeks.

Over the next couple of months, we anticipate that the three officers, who have already attended the academy, will have successfully completed their field training. One of those three will be our School Resource Officer, Robbie Teague. During his training, Officer Teague has spent time in our schools getting to know the students and faculty of the Gladstone School District. Officer Teague's visibility in the schools, along with his Field Training Officer, have been very positive for the kids and faculty.

The two other officers in training, Richard Strom and Oscar Zacarias, will be assigned to patrol where they will also serve the community. Officer Storm brings 25 years of law enforcement experience to our community while Officer Zacarias is relatively new, brings youth and enthusiasm. All three officers bring great value to the organization/community and we look forward to see them serve the Gladstone community.

Have a safe and enjoyable month of April and enjoy the rest of the report.

Sincerely,

A handwritten signature in black ink, appearing to read "John Schmerber".

John Schmerber, Chief of Police





GLADSTONE POLICE DEPARTMENT  
MONTHLY ACTIVITY REPORT

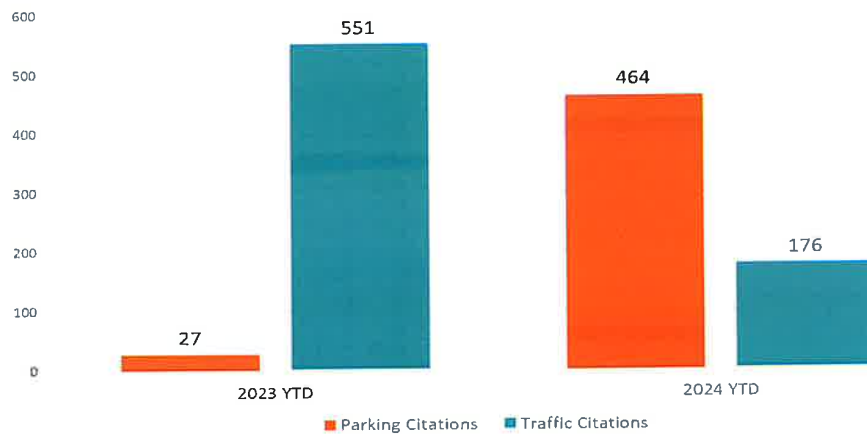
**MARCH 2024**



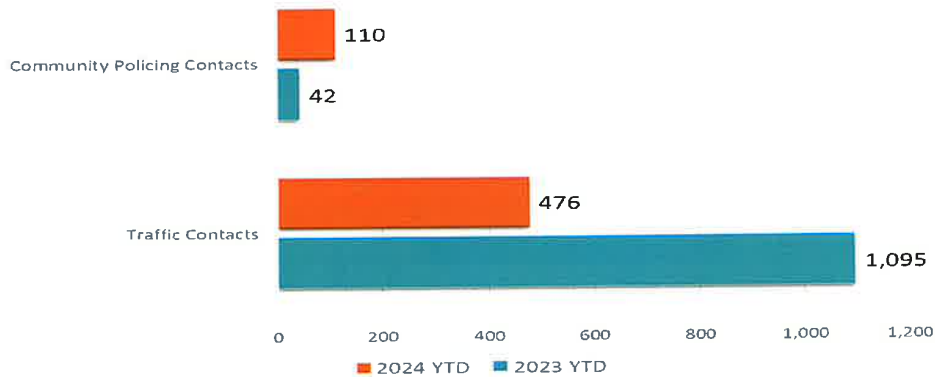
"Respect ~Service ~Character ~Passion"

GENERAL STATISTICS/TYPE	THIS MONTH	YTD THIS YEAR	YTD LAST YEAR	% +/-	TOP 5 TRAFFIC CITE CHARGES	
Dispatched Incidents	448	1320	1412	-6.52%	Speeding	16
Officer Initiated Incidents	604	1630	1493	9.18%	Driving While Suspended	12
Total Number of Incidents	1052	2950	2905	1.55%	Unlawful Cell Phone Use	9
Police Reports Filed	198	637	811	-21.45%	Failure to Wear Seat Belt	8
Traffic Contacts	200	476	1095	-56.53%	Driving Uninsured	6
Citations Issued (Charges)	82	176	551	-68.06%	<b>ALARM ADMINISTRATION REPORT</b>	
Parking Citations	202	464	27	1618.52%	Renewals Billed	15
DUII	2	7	9	-22.22%	Renewal Fees Collected	\$725.00
Community Policing Contacts	52	110	42	161.90%	New Permits Issued	2
Murders	0	0	0	0.00%	False Alarms w/No Permit	0
K9 Deployments	3	12	7	71.43%	1st false Alarm Events	6
Tow Releases	3	4	9	-55.56%	2nd False Alarm Events	1
					3rd False Alarm Events	1
					False Alarm fees billed	\$200.00

Gladstone Parking and Traffic Citations, 2023 vs. 2024 Year to Date (YTD)



Gladstone Traffic Contacts and Community Policing Contacts, 2023 vs. 2024 Year to Date (YTD)





**GLADSTONE POLICE DEPARTMENT  
MONTHLY ACTIVITY REPORT**

**MARCH 2024**



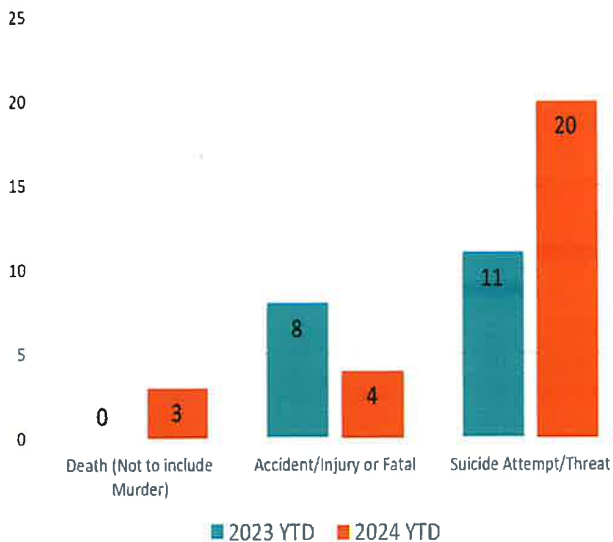
*"Respect ~Service ~Character ~Passion"*

SELECTED CALLS FOR SERVICE**	THIS MONTH	YTD THIS YEAR	YTD LAST YEAR	% +/-	SPECIFIC OVERTIME CATEGORIES	HOURS
Abuse/Neglect	1	2	6	-66.67%	Cover Short Shift	323
Accident/Injury or Fatal	2	4	8	-50.00%	Court	9
Accident/Property Damage	6	15	18	-16.67%	Training	121.75
Assault	5	9	4	125.00%	Presentations/Meetings	12.5
Burglary	3	8	6	33.33%	Traffic Grant	12.5
Domestic Disputes	16	49	50	-2.00%	Special Assignment	0
Drugs/Narcotics	2	7	4	75.00%	K9	19
Disturbance-Fights-Noise	19	36	17	111.76%	SRO	6
Forgery/Fraud	7	28	28	0.00%		
Hit and Run	8	15	15	0.00%		
Ordinance Violations	15	30	41	-26.83%		
Runaway/Missing	4	18	8	125.00%		
Sex Offense	1	9	2	350.00%		
Suicide Attempt/Threat	4	20	11	81.82%		
Suspicious Person or Circumstance	45	141	129	9.30%		
Thefts	12	38	50	-24.00%		
Trespass/Prowler	7	22	24	-8.33%		
Vandalism	13	22	18	22.22%		
Vehicles Recovered	3	8	10	-20.00%		
Vehicles Stolen	1	6	14	-57.14%		
Death (Not to include Murder)	1	3	0	300.00%		

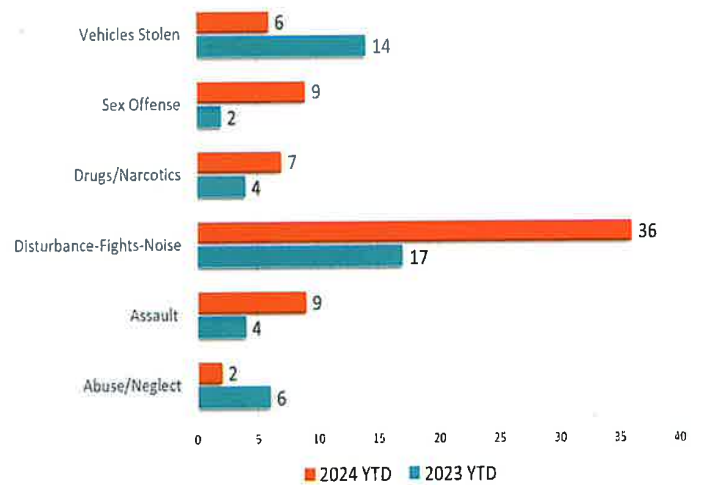
\*\* Death Category to include: Overdose - Suicide - Natural Death

\*\*Coded at time of dispatch, not final disposition

**Gladstone Deaths, Injury Accidents, and Suicide Attempts, 2023 vs. 2024 Year to Date (YTD)**



**Gladstone Offenses/Calls for Service\*, 2023 vs. 2024 Year to Date (YTD)**



\*Note: Offense categories for this chart were selected based on the highest percent increase/decrease between category years, with a threshold of +/- 50%.



# GLADSTONE POLICE DEPARTMENT BIAS MONTHLY REPORT TO CITY ADMINISTRATOR AND COUNCIL



## BIAS MONTHLY REPORT

REPORTED BY: Kristi Walls

March 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.

1 Bias Incidents were reported.

On March 14, 2024, GPD was dispatched to a disturbance on a school bus in the parking lot of Rivergreen Apartments. A group of juveniles was verbally fighting including racial name-calling. The fight was broken up and the Juveniles taken home. GPD spoke with the aggressor's mother. This case was referred to the Juvenile Department.

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

March 2024

- 35 Community contacts
- 2 Car seat checks
- 11 Vehicles tagged to be towed
- 0 Vehicles towed
- 138 Parking warnings
- 188 Parking citation violations
- 1 Noise Complaint
- 14 Ordinance violation
- 12 Ordinance violation follow up
- 2 Animal complaints
- 1 Hazard complaints
- 1 Traffic Control
- 2 Property Lost and Found

### Ordinance Violation *(completed)*

Code Enforcement received a complaint about a vacant business with garbage strewn about. The business owner abated the nuisances within a few days of being contacted.

Before:





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



## COMMUNITY SERVICES OFFICER MONTHLY REPORT Continued....

After:



### Blocking sidewalk (completed)

A basketball hoop was set up on a sidewalk and did not allow passage for pedestrians. Homeowner was contacted and removed the basketball hoop within a few days.

Before:



After:





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



## COMMUNITY SERVICES OFFICER MONTHLY REPORT Continued....

### Garbage and Debris (*completed*)

There was an abundance of trash under the 99E bridge. We reached out to RID with Metro, they came out within a few days and cleaned up the area. Below is only a small section to show the cleanup.

Before:



After:





# GLADSTONE POLICE DEPARTMENT DETECTIVES MONTHLY REPORT TO CHIEF AND COUNCIL



## DETECTIVES MONTHLY REPORT

Prepared by Detective Fich

March, 2024

### New Cases Assigned:

1. 24-004520. Sexual Abuse. Assigned 03/09/24
2. 24-005297. Possible Juvenile Sexual Abuse. Referral from Vancouver PD on 03/12/24
3. 24-005108 Sexual Abuse. Assigned 03/20/24

### Current Caseload:

1. 23-018098 Sexual Assault. Assigned 08/31/23
2. 23-026396 Sexual Abuse. Assigned 12/30/23
3. 24-001158 Sodomy. Assigned 01/24/24
4. 24-001424 Robbery. Assigned 01/25/24
5. 24-003917 Possible Child Abuse. Referral from Canby PD on 02/26/24
6. 24-003933 Child Abuse. Referral from OCPD on 02/28/24
7. 24-004520. Sexual Abuse. Assigned 03/09/24

### Cases Cleared:

1. 24-005108 Sexual Abuse. Case suspended pending victim cooperation
2. 23-026068 Elder Financial Abuse. Case forwarded to the Eugene Police Department
3. 24-005297. Possible Juvenile Sexual Abuse. Case closed as unfounded due to a lack of disclosures of sexual assault or sexual abuse

### Sex Offender Registrations Completed: 1

### Highlights/Noteworthy:

1. On March 4, 2024, Austin Michael Lundmark was convicted by jury in Clackamas County Circuit Court of Burglary in the First Degree, Rape in the First Degree, Sodomy in the First Degree, Kidnapping in the First Degree, Strangulation, Coercion, Menacing, Tampering with a Witness, Interference with Making a Report, Assault in the Fourth Degree, and Criminal Mischief in the Second Degree. The crimes occurred during a domestic violence incident at a Gladstone residence in early September, 2023. On March 11, 2023, he was sentenced to the custody of the Oregon Department of Corrections for a period of 190 months/15 years, 10 months. (GPD Case 23-018639)



# GLADSTONE POLICE DEPARTMENT DETECTIVES MONTHLY REPORT TO CHIEF AND COUNCIL



## DETECTIVES MONTHLY REPORT Continued....

2. On March 13, 2024, a suspect was indicted by a Clackamas County Circuit Court Grand Jury on two counts of Encouraging Child Sexual Abuse in the First Degree and three counts of Encouraging Child Sexual Abuse in the Second Degree (GPD Case 23-022769)





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



**K9 MONTHLY REPORT**

**Prepared by: Officer Olson**

**March 2024**

K9 Nanuk is a seven and a half 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.

<b>Officer</b>	<b>K9 Deployments GPD</b>	<b>K9 Deployments Other Agencies</b>	<b>K9 Training Hours</b>
Olson	0	3	14

K9 Nanuk had three deployments during the month of March. The first deployment was a possible burglary in progress in Oregon City. K9 Nanuk and I responded to assist Oregon City. We positioned ourselves outside of the building. It was determined not to be a burglary and K9 Nanuk and I cleared the scene.

The second call for service was for a wanted subject in Oregon City. The subject was hiding in an outdoor closet on the second floor of an apartment building. K9 Nanuk and I took up a position off the patio in case the subject jumped the railing and attempted to run. The subject was arrested without incident. K9 Nanuk and I cleared the scene.

The third call for service was a request for a K9 to search a restaurant that had been burglarized and there was belief the suspect might still be inside. K9 Nanuk searched the inside of the business and no one was located inside.



# GLADSTONE POLICE DEPARTMENT OPERATIONS MONTHLY REPORT TO CHIEF AND COUNCIL



## OPERATIONS MONTHLY REPORT

Prepared by **Sgt. Graves**

**March 2024**

03/04/24- Officers responded to Arlington and Mcloughlin Blvd on a report of highly intoxicated person at the bus stop. The Reporting Party, who was a family member, said the subject was walking in the roadway and was almost hit by traffic. The family member provided the subjects name and a records check showed them to have a felony warrant for their arrest. Officer were able to locate the subject, and after a brief foot chase were able to take the subject into custody without incident. He was booked on his outstanding warrant.

03/05/24- At approximately 2230 hrs. Officers were dispatched to a suspicious person in the 100 block of E Hereford. The Reporting Party reported the subject was trying front door handles of homes in the area. Officers were able to locate the described person a short distance away. A records check showed the subject to have outstanding warrants. They were taken into custody without incident and booked on their warrants. The subject appeared to have mental health issues and no other crimes were committed.

03/05/24- At approximately 2345 hrs. Officers were dispatched to a welfare check near the Macdonald's. The Reporting Party reported that his wife left the home with their child from Portland and has not been heard from in hours. The Reporting Party, was able to give an approximate location. Officers responded to the area and found the subject with the child. Other family members had arrived on scene as well. A records check showed the subject to have outstanding warrants for their arrest. They were taken into custody and booked on their warrants.

03/13/24- At approximately 0130 hrs. Officers were dispatched to the 1000 block of Portland Ave, on a report of an unwanted person on the property. Officers arrived on scene and located the subject one property over. The subject appeared to be very high, later admitted to taking mushrooms, and unable to care for themselves. Medical arrived on scene and the subject was placed on a Police Officer Hold requiring them to go to the hospital.

03/17/23- At approximately 2230 hrs Officers responded to the 19500 block of Mcloughlin Blvd on a traffic crash. It was reported there were 2 vehicles involved and one of them was in a building on the corner. Officer arrived and found the vehicle inside the coffee stand. All parties involved only suffered minor injuries. After a complete investigation, it was determined that the at fault driver most likely feel asleep at the wheel while driving south on Mcloughlin Blvd.



# GLADSTONE POLICE DEPARTMENT OPERATIONS MONTHLY REPORT TO CHIEF AND COUNCIL



## OPERATIONS MONTHLY REPORT Continued....



The vehicle crossed all north bound lanes of traffic, rear ending the other vehicle that was turning on to Dartmouth. The coffee stand was a total loss.

03/19/24- At approximately 2030 hrs. Officers responded to the 100 block of E Clackamas to assist on a CPR called. Officers and medics arrived on scene and life saving measures were conducted for over 30mins before the subject was pronounced deceased. During the initial investigation illegal drugs were located in proximity to subject. The medical examiner was called to the scene and a full investigation was conducted. It is most likely this death was caused by a drug overdose.

03/27/24- Officers responded to the Rivergreen Apartments on a report of a domestic disturbance. This apartment is well known by officers and have had to respond to the location several times. It was reported that a juvenile pepper sprayed a member of the family after a dispute. Officer arrived and conducted a full investigation. It was determined the juvenile that used the pepper spray did it within the law and no crimes were committed. All of the parties were separated for the night. DHS was contacted and a report was made to them about the living conditions and the incident.

03/29/24- At approximately 0300 hrs. Officers responded to the Rivergreen Apartments, again to the same apartment as listed above, on a disturbance. It was reported that 10 to 12 people were fighting. Officers arrived on the chaotic scene and took control. There were several adults and juveniles in a state of intoxication on scene. During the investigation it was determined that 2 juveniles and 1 adult assaulted another adult in the home. The 2 juveniles and 1 adult



# GLADSTONE POLICE DEPARTMENT OPERATIONS MONTHLY REPORT TO CHIEF AND COUNCIL



## OPERATIONS MONTHLY REPORT Continued....

were arrested for felony level assault charges. The subject was transported to the hospital with sever injures. There are several other charges pending for other subjects on scene. DHS again was contacted and a report was made to them about the living conditions and this incident.

Officer competed 15 DHS Referrals this month.



# GLADSTONE POLICE DEPARTMENT OPERATIONS MONTHLY REPORT TO CHIEF AND COUNCIL



## OPERATIONS MONTHLY REPORT

Prepared by **Sgt. Hutchinson**

**March 2024**

March 1: Officers responded to a domestic disturbance between a couple. The male was armed with a machete and the female was armed with a baseball bat. They had a child in the apartment. There were no injuries as both parties only threatened each other with the weapons. The male then threatened another male at the residence. He was arrested for menacing.

Officers responded to an agency assist for Milwaukie Police. They were looking for an endangered missing juvenile. Officers responded to an address in Gladstone looking for the juvenile. The juvenile was located with her stepbrother at the location, but no arrests were made. The juvenile was then taken to JRC until her parents could pick her up.

March 2: Officers responded to a parked DUII at Heavenly Donuts. The driver had driven an employee to the location and both were visibly intoxicated. The driver admitted to drinking at home and after arriving. The driver had a misdemeanor suspended license and he was arrested for driving with a suspended license.

March 7: Officers assisted Oregon City PD and Clackamas County Sheriff's Office with a pursuit that went along I205 and ended up near Winco on 82<sup>nd</sup> Ave. Officers attempted to assist with spike strips on I205, but were unsuccessful. The suspects were eventually arrested near the Winco with the assistance of the CCSO plane that was monitoring up above.

Officers responded to an assist fire call where a female had become unconscious. Officers assisted in CPR and clearing the area for medical so they could transport the female to the hospital. She had a stable pulse when transported and a cause of the medical emergency was possibly related to her previous medical conditions of a stroke and drug use.



March 13: Officers responded to a crash on 99E near W Arlington. One vehicle was attempting to merge to the turning lane to avoid a stalled vehicle. All information was exchanged and the vehicle were cleared from the scene. No citations issued and fortunately no injuries were reported.



# GLADSTONE POLICE DEPARTMENT OPERATIONS MONTHLY REPORT TO CHIEF AND COUNCIL



## OPERATIONS MONTHLY REPORT Continued....

March 14: Officers assisted Oregon City on a vehicle pursuit. Officers set up with spikes on Mcloughlin Blvd in case they fled in that direction, but the vehicle ultimately was stopped on I205 far north of the city. Officers monitored the pursuit but did not assist from there.

March 20: Officers took a report of a hit and run that occurred in the parking lot of the Safeway. The caller is an employee who came in for a morning shift and discovered the damage to her vehicle in the afternoon. A check from Safeway security of the video did not lead to any suspect vehicle information.

March 21: Gladstone Officers conducted a traffic stop of two vehicles on Mcloughlin Blvd that were reported as a possible road rage. Both vehicles ended up pulling over on 99E in Oregon City. Both drivers were juveniles and both were impaired on alcohol and marijuana. A DUII investigation was conducted on both drivers and both were arrested. Their vehicles were impounded and their marijuana was seized as they were underage.



Officers responded to a traffic crash at the intersection of Portland Ave and Gloucester. One party was still on scene when officers arrived, but the other party left their information. The at fault driver was still on scene, she had turned in front of the other vehicle stating that she did not see them. No injuries were reported and information was exchanged.

March 23: Officers responded to a report of a menacing with a gun on Tim's View Rd in Gladstone. Multiple people called regarding a vehicle speeding on the roadway. One of the homeowners had a gun on him during the disturbance. Both parties separated prior to our arrival. The other party stated the man pointed the gun at him, but all witnesses stated the gun was never pointed at anyone but the ground. No arrests were made from the incident, but it was referred to the city prosecutor.



## GLADSTONE POLICE DEPARTMENT OPERATIONS MONTHLY REPORT TO CHIEF AND COUNCIL



### OPERATIONS MONTHLY REPORT Continued....

Officers responded to a domestic disturbance at the Rivergreen Apartments. When we arrived a male was located outside of his apartment wearing nothing but a shirt. The caller was inside the apartment. The caller had bite marks on his arms and back that were recent. He claimed the other man, his domestic partner, had punched him and bit him over an argument. The suspect was arrested for Assault and transported to the jail.

## RECORDS UNIT MONTHLY REPORT

Reported by: Executive Assistant Kristi Walls

March 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](mailto:kwalls@gladstoneoregon.us). Janice Sabin was our winner Last month. Nanuk was inside the Civic Center Building.

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.



Join us for the

**GLADSTONE POLICE DEPARTMENT  
KIDS BICYCLE RODEO**

**Saturday May 11th 10:00am – 12:00pm**

Enter the coloring contest for your chance to win a new bicycle! Bring your entry to the bike rodeo or drop off at the police department during normal business hours.

Make sure you name and contact information is on the back.

**Get your Coloring Contest page here**

[Coloring Contest Page](#)





# Where is K9 Nanuk? April 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](mailto:kwalls@gladstoneoregon.us). You must email your response to win.





# Public Works

## Staff Report for March 2024

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Report Date : April 1, 2024  
To : Jacque M. Betz, City Administrator  
Copy : Mayor and City Council  
From : Darren Caniparoli, Public Works Director

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### **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

The Water Dept. replaced a leaking water service on East Jersey St.



Crews also repaired a leak on a main key valve on Hanson Ct. Replacing the lever valve had it back in service quickly.



Crews have been working to replace valve cans before summer paving projects.



## SEWER:

- Sewer line cleaning was completed; crews finished the upper zone of the city.
- Known sewer hotspots were cleaned for the winter quarter.
- The sewer CCTV truck crew has been working to locate sewer laterals ahead of the Infiltration & Inflow Project, which will be getting underway in the coming weeks.
- Crews have flushed the known problematic manholes in town.

## STORM:

- Crews have been monitoring and clearing city headwalls before, during, and after, rain events.
- The storm crew has been placing storm curb markers on catch basins that have not already had markers placed.

## PARKS:

- Trash pick-up & Bathrooms cleaned in all parks two days a week.
- New park amenities were installed at Nick Shannon Park. Crews installed two picnic tables and a trashcan earlier this month at the neighborhood park. Additional amenities will be installed in various parks in the coming months
- Pressure washing hard surfaces in all City parks has been completed for the season.



Baseball & Softball field prep is underway; four of the six fields are completed and are ready for play. Once games start, crews will continue to maintain and prep the fields for game days.



## 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.
- Crews continue to work on skin patching in areas around town when the weather is cooperating.

## ADMINISTRATION:

- Completed MS4 Stormwater Management Program tracking and reporting gaps.
- Performed technical design reviews on seven improvement projects.
- Coordinated with private contractor to complete the rehabilitation of the manhole at 660 82<sup>nd</sup> Dr.
- Coordinated with BMI to conduct quarterly water system disinfection byproducts sampling (DBP sampling).
- 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 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 Public Works.
- Approval and issuance of 9 ROW Permits in January with 10 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 4 private developments, including duplexes, tri-plex & ADU conversions.
- Working with Sisul Engineering to manage incoming private development projects.
- Filing of BOLI Documents and fees for 5 upcoming City Infrastructure Projects.
- Executed contracts for Citywide Janitorial, I/I Project, Evergreen Ln. Project and Metereaders, Inc.
- Conducted and attended Project Pre-Construction Meetings, for I/I Project, Evergreen Ln. Project.
- Project Notification Letters for I/I Project and Evergreen Ln. Project.



# City of Gladstone Monthly Planning Report March 2024

## PUBLIC CONTACTS/PLANNING ACTIONS

CUSTOMER CONTACT/ Planning Actions	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YEAR-TO-DATE TOTALS
Customer Service Counter Contacts	0	0	0										0
Customer phone/email Contacts	47	28	22										97
Building Permits with Land Use Review	15	8	7										30
Code Compliance Review	0	0	1										1
Pre-application Conferences	1	2	0										3
Administrative Decisions	0	0	1										1

## PLANNING COMMISSION ACTIONS/DECISIONS

- Lake Oswego/Tigard River Water Intake Backup Power Generator Dock Design Review- Approved with Conditions (including one condition added regarding noise and exhaust)

## CITY COUNCIL LAND USE ACTIONS/DECISIONS

- Home Occupation Code Language Update- Approved with enlargement of public notice area from 100 feet to 200 feet.

## PRE-APPLICATION CONFERENCES

- None in March

## ADMINISTRATIVE PERMITS

- A-frame sign at 685 Portland Ave.

## BUILDING PERMITS WITH LAND USE REVIEW

Date	Address	Permit #	Description
03/01/24	220 E. Hereford St.	B0181724	Avamere Rehabilitation of Clackamas- Repairs from laundry room fire in existing building footprint.
03/14/24			Second review. No development code concerns.
03/01/24	435 W. Clarendon St.	B0001024	Middle Housing. Conversion of existing single-household residential to triplex. Standards met.
03/06/24	1085 Portland Ave.	B0515823	Conversion of an office building to a coffee roasting and retail store for Happy Rock Coffee. Standards met.
03/06/24	735 E. Clarendon St.	B0292924	Tenant improvement for office space completion in existing commercial building. Standards met.
03/14/24	128 E. Dartmouth St.	B0218324	Sidewalk improvements in the right-of-way associated with the new library. No development code concerns.
03/14/24	17727 Scott Ln.	B0265624	New rear deck. Standards met.

## FUTURE ITEMS/PROPERTY UPDATES

Date	Topic
04-16-24	Planning Commission public hearing: ICSB Expansion Design Review (continued by request of applicant)
04-23-24	Joint City Council/Planning Commission Work Session- Parking Reform Options based on Climate-Friendly and Equitable Development Rules

A photograph of a white desk with a black mug, three paper clips, and a teal square. The teal square is located at the top right of the white area. The text is overlaid on the left side of the white area.

# The Gladstone Community Center

A teal square located to the right of the text.

## Monthly Report

### March 2024



# What happened this month at the Gladstone Community Center?

1054 registered people checked into The Gladstone Community Center

255 individuals came to The Center for congregate meals

1300 Home Bound Meals were served to seniors

226 food boxes were received by local home bound seniors

We sent out **1021 pounds** of food to home-bound seniors! We received generous donations from our community, Gleaners, and Gladstone Food Bank.



## Monthly Revenue?



\$924.00	Home Bound Meal Donations
\$700.00	Congregate Meal Donations
\$1417.50	Rentals Income
\$464.00	Transportation Donations
\$2491.60	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 **562 hours** for March!

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 Facility Rental Agreement has recently been revised, and the updated version is now available on our website for easy reference. We have set a long-term goal to increase 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
- Art project at lunch, multi-generational
- Bingo at lunch
- Blood pressure readings
- Community Bingo Night
- Community Center, patrons egg hunt
- Easter egg stuffing, community hunt
- Foot Clinic
- Lunch N Learn, Gladstone Community School
- Lunch N Learn, Memory Care
- Movie, popcorn, and rootbeer floats
- Music at lunch
- Pinochle
- Saint Patrick's Day celebration
- SHIBA, Senior Health Insurance Benefits Assistance Program
- Tai Chi, 2 times weekly: beginner, intermediate, and advanced classes
- Tech support
- Walking Group
- Women's History Month interactive display and activities



### DID YOU KNOW?



#### Fun Facts About Seniors!

\* People get much happier after the age of 50.

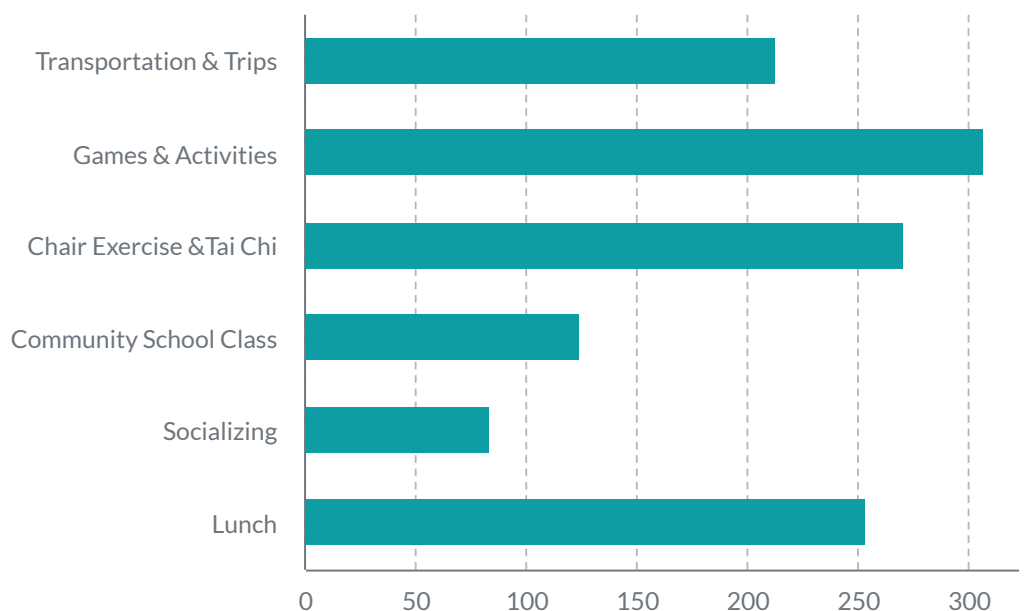
\* Seniors sweat glands shrink as we age, so there's less sweating and less need to manage body odor.

\* Seniors don't get colds as often past middle age. They are immune to many more viruses.

#### We Offer Evidence-Based Programs!

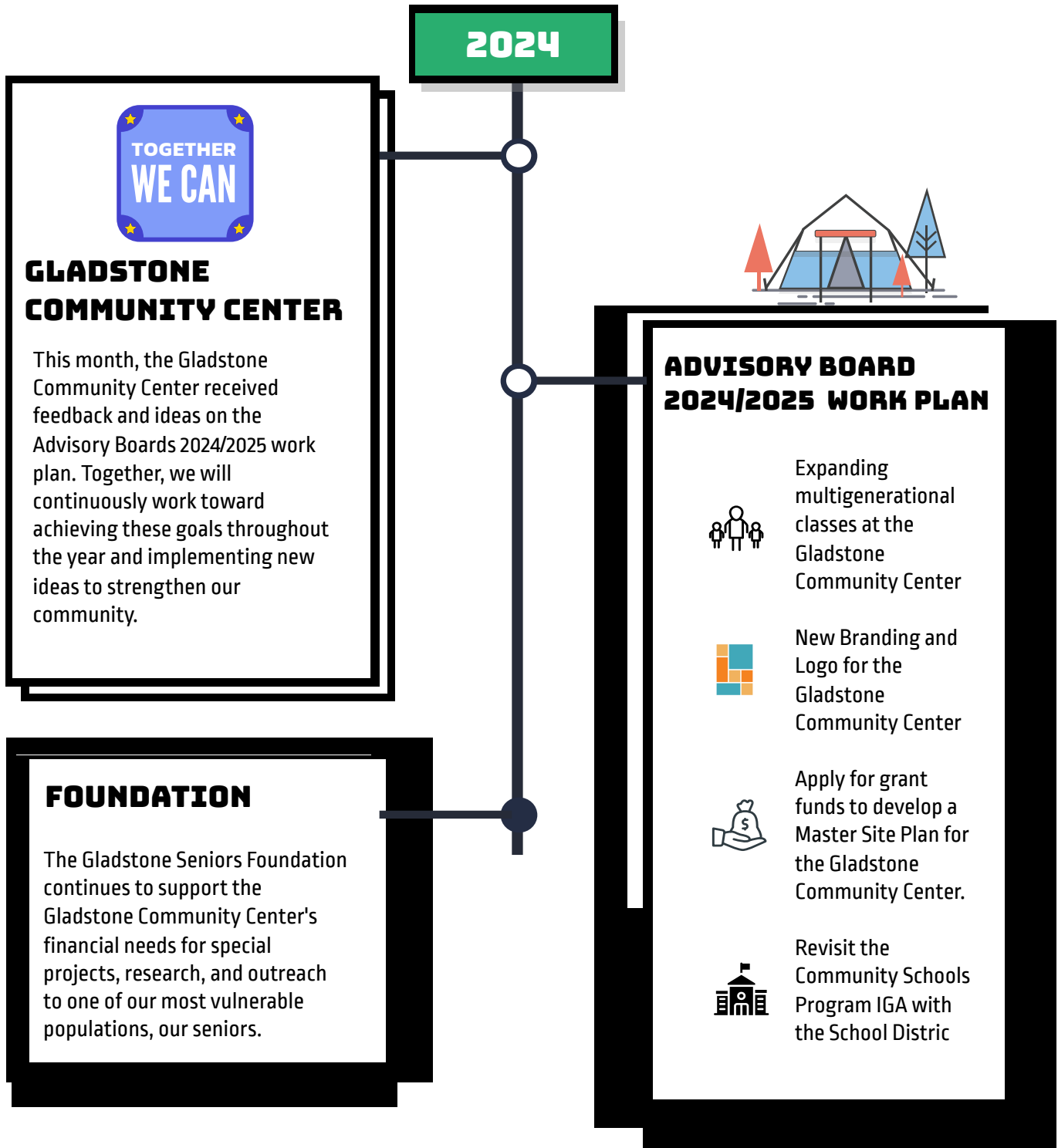
**EBPs are research-supported programs to promote health and prevent disease and include components for behavior change and self-management. EBP participants build skills to take control of their health, from lowering the risk of falls to better managing chronic conditions, engaging in physical activity,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

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



■ Number of Participants

# PRIORITIZED PROJECTS



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## PRIORITIZED PROJECTS

During this month, our team has been working diligently to update and revise various documents at the Center. We have been focused on ensuring that all information is up-to-date, accurate, and easily accessible to those who need it. It has been a busy but productive time for us as we strive to improve the quality of our documentation and enhance the level of service we provide. We updated the following documents:

- Transportation: Community survey, yearly permission form
- Code of Conduct
- Website: Calendar, program descriptions, adding fillable documents, transportation regulations, and updating all the website sections

## EMPLOYEE UPDATE

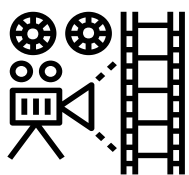
On March 1st, 2024, Michelle M. started working as a full-time employee at the Center. Her role now includes not only her previous responsibilities but also additional duties related to the kitchen and transportation. As part of her new responsibilities, Michelle spends a couple of days a week for a few hours in the kitchen preparing meals for the Center's home bound clients. She shops for supplies and preps the salad bar. Michelle also plays a crucial role in transportation, ensuring that clients arrive at the Center safely and on time. She drives the Center's van and picks up clients from their homes, ensuring their comfort and safety during the journey. She is responsible for maintaining the vehicle's cleanliness and ensuring that it is in good working condition. Michelle plans Adventure Trips each Friday. The staff at the Center is thrilled to have Michelle as a full-time employee, and they appreciate her positive attitude and willingness to take on new responsibilities. Michelle, in turn, is enjoying her new role and feels fulfilled in contributing to the Center's mission of providing compassionate care to its clients.



# Women's History Month



The Gladstone Community Center has organized an interactive exhibit for Women's History Month. The exhibit focuses on local women who have made significant contributions to history. In addition to the exhibit, we have also shown documentaries, movies, and sound clips on the TV located in the lobby, which was enjoyed by several patrons. The Women's History Month exhibit is part of our ongoing commitment to enhance diversity, equality, and inclusion in our community.



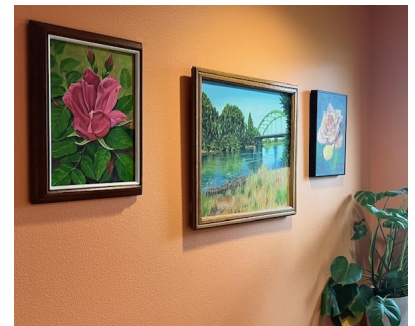
Every third Wednesday of the month, we celebrate Movie Day by watching a movie and enjoying root beer floats and popcorn. This month, in honor of Women's History Month, we watched **Hidden Figures**.



WOMEN'S  
HISTORY  
MONTH

# Revolving Art Wall

The Gladstone Community Center initiated a "revolving art wall". 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.



March's Artist Mike



Friends meet daily for coffee at the Center



Many patrons work on the weekly puzzle daily in the lobby

Our Lobby is not just a room for passing through, but a communal space where patrons can connect over shared stories and interests.

# Transportation

Michelle M., our transportation driver, enjoyed taking our patrons on many Adventure Trips this month to The Holocaust Museum, CCC play The Spelling Bee, an Irish pub, and The Willamette Heritage Center. She had a busy month driving patrons to their shopping, errands, and doctor appointments. Patrons are grateful to have a ride to come to the Center to enjoy lunch, games, and social interactions with their peers!



Holocaust Museum



Black Bear Diner



Irish Pub Lunch

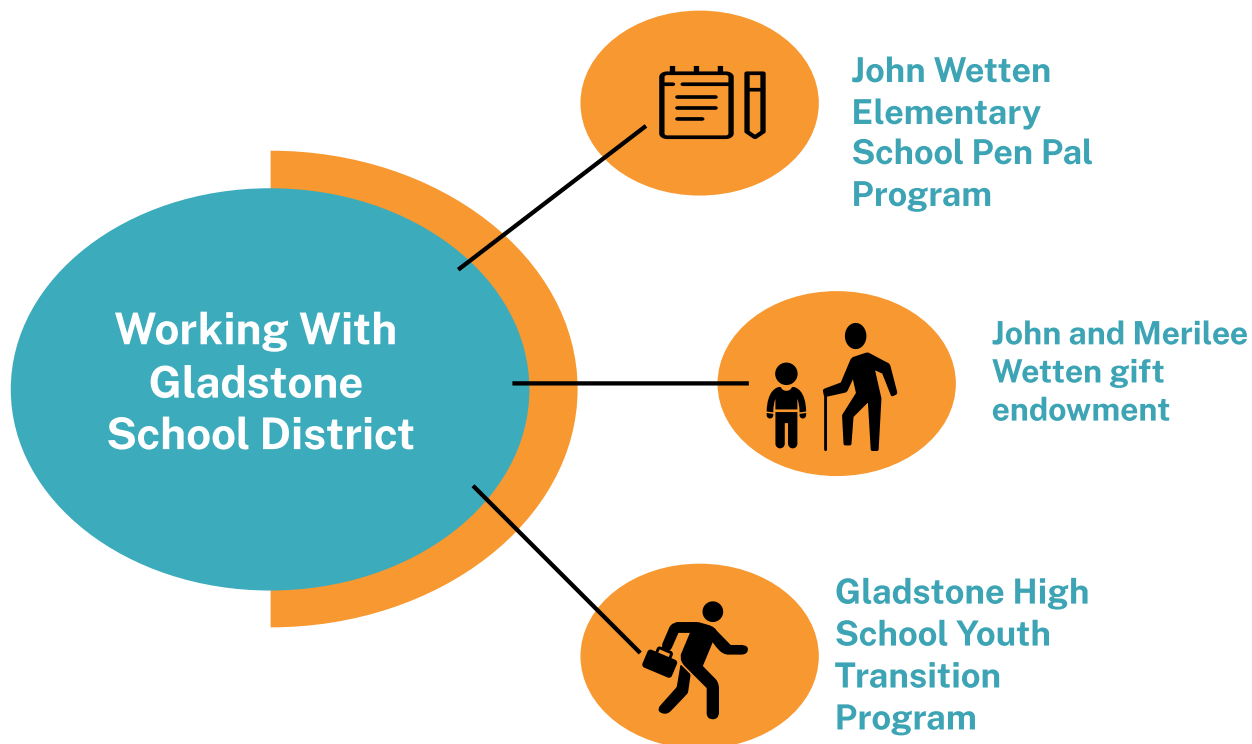


6 - 33  
CCC "The Spelling Bee" Play & Lunch

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## Partnerships

Our penpal program is up and running with 25 participants involved. Every week, the children and patrons exchange letters, sharing their stories and experiences. The program has a team of over a dozen volunteers who help make it happen. They collect the notebooks from Homebound Meal participants, read the entries to ensure they are appropriate, and then deliver them back and forth to the school.



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The John Wetten Gift Endowment Project is an initiative that we have started this month at the Gladstone Community Center. The project aims to promote intergenerational collaboration and community engagement. As part of this project, we are inviting a fifth-grade class from John Wetten Elementary School to visit us every Tuesday. During their visit, the students eat lunch and then get to participate in a hands-on project with our participants. This project is designed to be educational, fun, and engaging for both the students and our participants. It is a great opportunity for the students to learn new skills and interact with people from different generations. We hope that this collaboration will foster a sense of community and encourage people to get involved in activities that promote socialization and learning. We believe that this type of multi-generational activity is essential for building a strong and vibrant community. We are excited to be a part of this initiative and look forward to seeing the positive impact it has on our community.





Ms. Meroney's 5th-grade class from John Wetten Elementary had fun making montage flower pots and having lunch with our participants this week! 3/19/2024

# Volunteers

Every month, our organization is fortunate to have a dedicated group of volunteers who generously contribute their time and creativity to craft heartwarming gifts for our Home Bound Meal participants. These gifts include a variety of handmade items such as beautiful crafts, personalized cards, and uplifting notes that aim to bring joy and comfort to those in need. Our volunteers' efforts not only help us to provide practical support but also serve as an important reminder to our recipients that they are valued and cared for by their community.



Girl Scout Troop 31080 created festive Saint Patrick's Day flowers and filled them with treats!



# THANK YOU

**The Gladstone Community Center**

1050 Portland Ave

Gladstone Oregon 97027

503-655-7701

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



**GLADSTONE**  
Oregon

# GLADSTONE MUNICIPAL COURT FROM MARCH 2024

## General Court Information from March 2024

- 51 traffic citations filed
- 43 violations disposed
- 6 misdemeanors filed
- 5 misdemeanors disposed
- 6 payment agreements entered
- 5 warrants were issued
- 21 payment reminders were mailed to defendants
- 7 driver’s licenses were requested suspended
- 25 driver’s licenses were released
- 86 cases were sent to collections
- 0 cases were sent to the Department of Revenue
- 0 Jury trial was held
- \$14,655.00 in violation fees assessed
- \$28,096.68 in violation fees paid
- \$3,192.25 in misdemeanor fees assessed
- \$7,173.01 in misdemeanor fees paid
- \$9,572.95 collection with Department of Revenue
- \$18,748.38 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	51	122	92	43	3	3	6	8	6	5	1	21	188
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	99	1271	1254	158	83	111	16	82	102	29	151	376	421

**GLADSTONE MUNICIPAL COURT FROM MARCH 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	14,655.00	36,100.00	21,799.95	28,096.68
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	
<b>Total</b>	<b>\$393,774.62</b>	<b>\$406,219.43</b>	<b>\$40,880.00</b>	<b>\$308,459.10</b>	<b>\$299,490.20</b>	<b>\$62,355.05</b>

**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	3,192.25	6,955.75	4,709.73	7,173.01
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	
<b>Total</b>	<b>\$68,737.73</b>	<b>\$107,544.57</b>	<b>\$17,985.18</b>	<b>\$60,121.61</b>	<b>\$70,067.55</b>	<b>\$23,261.67</b>







## MEMORANDUM

**DATE:** March 21, 2024

**TO:** Tami Bannick, City Recorder

**CC:**

**FROM:** John Schmerber, Chief of Police

**SUBJECT:** OLCC Application-H&S Energy Products, LLC

I have reviewed the Oregon Liquor License application for H&S Energy Products, LLC, and background information finding no disqualifying information. The Gladstone Police Department does not object to the issuance of this license.



# 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

**H&S Energy Products # 3094**

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: <b>H&amp;S Energy Products, LLC</b>	Name of entity or individual applicant #2:
Name of entity or individual applicant #3:	Name of entity or individual applicant #4:

BUSINESS INFORMATION		
Trade Name of the Business (name customers will see): <b>H&amp;S Energy Products # 3094</b>		
Premises street address (The physical location of the business and where the liquor license will be posted): <b>19805 Mcloughlin Blvd</b>		
City: <b>Gladstone</b>	Zip Code: <b>97027</b>	County: <b>Clackamas</b>
Business phone number:	Business email:	
Business mailing address (where we will send any items by mail as described in <a href="#">OAR 845-004-0065[11]</a> ): <b>2860 N Santiago</b>		
City: <b>Orange</b>	State: <b>CA</b>	Zip Code: <b>92867</b>
Does the business address currently have an OLCC liquor license? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

APPLICATION CONTACT INFORMATION – Provide the point of contact for this application. If this individual is <u>not</u> an applicant or licensee, the Authorized Representative Form must be completed and submitted with this application.	
Application Contact Name: <b>Abir Hammoudeh</b>	
Phone number:	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.

H&S Energy Products # 3094

OLCC Liquor License Application (Rev. 10.25.23)

# LIQUOR LICENSE APPLICATION

H&S Energy Products # 3094

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.

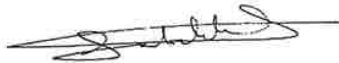
If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one member or officer of the entity must sign the application.

• Each applicant listed in the "Application Information" section of this form has read and understands OLCC 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.

**Salaheddin Hassan**



**03/06/2024**

Applicant name

Signature

Date

Applicant name

Signature

Date

Applicant name

Signature

Date

Applicant name

Signature

Date

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

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



OREGON LIQUOR & CANNABIS COMMISSION  
**INDIVIDUAL HISTORY FORM**

PRINT FORM  
RESET FORM

1. Name (Print):	Hassan Last	Salaheddin First	Fawzi Middle	
2. Other names used (maiden, other): Sal Hassan				
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, you must list your SSN: (				
<b>SOCIAL SECURITY NUMBER DISCLOSURE:</b> As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.  Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a).				
4. Do you consent to the OLCC's use of my SSN as described above? Check this box: <input checked="" type="checkbox"/>				
5. Date of Birth (DOB):	--- -- (mm)	--- -- (dd)	---- (yyyy)	
6. Driver License or State ID #:			7. State CA	
8. Contact Phone: -				
9. E-mail Address: e				
10. Mailing Address:	2860 N Santiago Blvd (Number and Street)	Orange (City)	CA (State)	92867 (Zip Code)
11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> (If yes, explain in the space provided, below) Unsure <input type="checkbox"/> Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.				



OREGON LIQUOR & CANNABIS COMMISSION  
**INDIVIDUAL HISTORY FORM**

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

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

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

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

See attached List 1

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

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

See attached List 2 and 3

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

**Affirmation**

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

Name (Print):	Hassan Last	Salaheddin First	Fawzi Middle
Signature:			Date: 03/06/2024

**This box for OLCC use ONLY**

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



**CLACKAMAS  
FIRE DISTRICT  
REPORT**









CLACKAMAS FIRE DISTRICT #1

# FIRE CHIEF'S REPORT

## March 2024

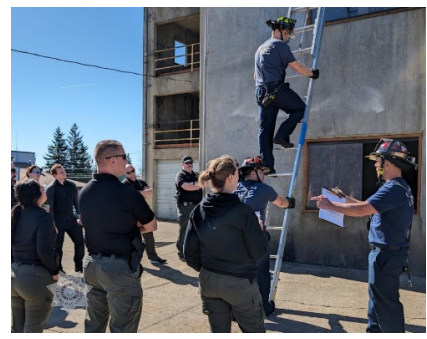
*Here for you*

- Firefighter recruits with Academy 24-01 began their 16-week academy. These firefighters will increase our staffing to improve response capabilities.
- Clackamas Fire opened its volunteer recruitment process and accepted applications for volunteer suppression firefighter, support volunteer, and volunteer water tender.
- Clackamas Fire continued its proactive wildfire mitigation efforts by hosting a free, two-day event at Station 10 in Beaver Creek to accept woody debris from homeowners for disposal. The next debris collection day event is slated for the first weekend in May; and the details will be available on our website and social media platforms.
- Clackamas Fire held an awards ceremony to honor our staff, career firefighters, and volunteers who went above and beyond in 2023.

*\*The March data was unavailable at the time of this report.*



**Mar. 4:** CFD responded to a building fire off Hwy 26, east of Sandy. Fire investigators found a candle had been in use to, due to no power in the building. The occupants safely made it out, and one was transported with minor injuries.



**Mar. 15:** Your firefighters provided ladder and forcible entry training to our local law enforcement partners for their Crisis Negotiation Team members.



**Mar. 29:** Clackamas firefighters responded to a vehicle fire on S. Naef Rd. and SE Oatfield Rd.

Fire Incidents in Gladstone

03/09/2024 10:36:47  
F3224-0010011

LOCKED

390 W CLACKAMAS BLVD  
(111) - Building fire

E322  
B Shift

E322 was dispatched for an extinguished extension cord fire. This caller wanted their wall checked by the fire district. E322 responded (non-emergent, no lights) and investigated using a thermal imager and touch. No concern of fire found. The caller had placed the extension cord outside. E322 cleared.



**GLADSTONE  
CITY  
EVENT  
ANNOUNCEMENTS**

# April

## REGULAR AGENDA







# City of Gladstone Staff Report

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Report Date: April 2, 2024  
Meeting Date: April 9, 2024  
To: Gladstone City Council  
From: Jacque M. Betz, City Administrator

## AGENDA ITEM

Consider submitting a letter of support to Housing Authority of Clackamas County Section 18 Disposition Application.

## HISTORY/BACKGROUND

The Housing Authority of Clackamas County (HACC) has the oldest public housing in Oregon and among the oldest in the nation. As federal funding to maintain public housing has decreased for decades, public housing agencies nationwide, including HACC, need help adequately preserving their aging housing stock. In 2018, recognizing the significant backlog of capital needs and solidifying its intent to remove itself from public housing administration, the U.S. Department of Housing & Urban Development (HUD) established several programs to allow public housing agencies flexibility to “reposition” their portfolios and “develop locally appropriate strategies to preserve affordable housing.”

Since 2018, leveraging funding from the Affordable Housing Bond and Supportive Housing Services Measure and as part of a strategic plan that has included broad community input, HACC has been moving forward with a repositioning strategy for its 445 units of public housing. This strategy involves the redevelopment or disposition of HACC’s three 100-unit public housing projects and its 145 scattered site homes across Clackamas County.

When repositioning is complete, the 445 existing units will be converted to 445 federal housing vouchers and up to 750 units of new affordable housing, modernizing and dramatically increasing affordable housing options in Clackamas County. This not only helps HACC in its mission but also brings significant benefits to the local jurisdictions, enhancing the quality of life for their residents. Included in the packet is an FAQ about repositioning and the slides from a recent presentation to the Clackamas County Coordinating Committee. Clackamas County staff will be present to answer questions from the City Council.

As part of the Section 18 disposition process, HUD requires that the Housing Authority consult with and receive a letter of support from the local jurisdictions with public housing units affected by the disposition application.

Here is a table showing the affected jurisdictions:

Location	Units
Unincorporated	84
Oregon City	
Oregon City View Manor	100
Clackamas Heights	100
Scattered Sites	16
Milwaukie	
Hillside Park	100
Scattered Sites	18
Estacada	6
Gladstone	7
Sandy	9
West Linn	3
Wilsonville	2
<b>Total</b>	<b>445</b>

The letter of support from the City of Gladstone would permit the Housing Authority to sell the seven public housing units located in the City of Gladstone while ensuring the residents are successfully relocated with tenant protection vouchers. The Authority intends to sell the units either into affordable homeownership opportunities for our community or into a program that would allow the homes be used to help those most vulnerable in the City of Gladstone. The Authority will also utilize the proceeds of any sale to either develop or acquire new affordable housing units.

**OPTIONS**

- The City Council can direct the City Administrator to draft a letter of support of the Scattered Sites Section 18 Disposition application, as proposed by the Housing Authority of Clackamas County.
- The City Council can choose to not provide a letter of support for the Scattered Sites Section 18 Disposition application, as proposed by the Housing Authority of Clackamas County.

**COST IMPACT**

There is no impact to provide the letter of support.

**STAFF RECOMMENDATION**

Staff recommends that the City Council direct the City Administrator to draft a letter of support of the Scattered Sites Section 18 Disposition application, as proposed by the Housing Authority of Clackamas County, and include signatures of the Gladstone City Council.

Department Head  
Signature      Date

*Jacquie M. Betz*  
City Administrator  
Signature      Date 4-3-24

## **Clackamas County Public Housing Repositioning FAQs**

### **What is happening with Clackamas County's Public Housing?**

The Housing Authority of Clackamas County (HACC) is repositioning its 445 unit Public Housing portfolio. The portfolio consists of three 100-unit multi-family developments in Hillside Park, Clackamas Heights, and Oregon City View Manor (OCVM), and 145 scattered site single-family homes located throughout Clackamas County.

### **What is repositioning?**

As federal funding to maintain public housing has decreased for decades, public housing agencies across the country, including HACC, are struggling to adequately maintain their aging housing stock. In 2018, recognizing the significant backlog of capital needs and solidifying its intent to remove itself from public housing administration, the U.S. Department of Housing & Urban Development (HUD) established a number of programs to allow public housing agencies flexibility to "reposition" their portfolios and "develop locally appropriate strategies to preserve affordable housing." Repositioning will allow Clackamas County to replace its aging Public Housing portfolio with new rent assistance vouchers and newly developed affordable housing. This will happen through a process of relocating existing residents using new rent assistance vouchers allocated by HUD as part of repositioning, disposing of and/or redeveloping existing property, and using asset sale proceeds to develop new affordable housing.

### **How will existing residents be affected?**

As part of the repositioning process, each displaced household will receive a Section 8 Tenant Protection Voucher and relocation assistance. These vouchers provide more flexibility for residents than public housing assistance, which is tied to the property. Tenant-based Section 8 voucher holders can take their voucher and lease safe, decent, and affordable privately owned rental housing in a location of their choice. Residents will also be provided the right to return to a newly constructed home once the redevelopment is complete. If they choose to return to the new property, their moving costs will be covered by HACC.

### **Are the residents aware of these changes?**

Yes, HACC has been proactively hosting a series of meetings to provide information and give residents the opportunity to ask questions. These meetings will be ongoing and scheduled as new information is available and at critical phases for each project. In addition, HACC will also be hosting engagement meetings related to the redevelopment of Clackamas Heights to encourage an open dialogue between the design team and residents. These meetings will include the review of design options and amenities, allowing for resident input and feedback.

### **Why is this happening now?**

Clackamas County has the oldest public housing in Oregon and among the oldest in the country. In recent decades, the federal government has increasingly reduced budgets for public housing repairs and operations. In place of investing in public housing, the federal government has increased its investment in affordable housing programs that rely on the private sector, such as rental assistance vouchers and tax credits.

The passing of the 2018 Metro Affordable Housing Bond and the 2020 Supportive Housing Services (SHS) Measure provides HACC with a unique opportunity to utilize its existing public housing assets to leverage public and private resources to increase affordable housing opportunities in Clackamas County. As outlined in Clackamas County's Metro Affordable Housing Bond Local Implementation Strategy (LIS), HACC set aside nearly half of its bond revenue to leverage opportunities related to repositioning. Clackamas County has

allocated SHS funding for this as well. This provides a once in a generation opportunity for the Housing Authority to improve its existing assets, build more affordable housing, and create a sustainable platform for the Housing Authority that is responsive to the realities of funding opportunities and congressional appropriations.

### **Where are we in the process?**

Each of the assets in the portfolio are at different phases of the repositioning process.

- **Hillside Park** – The existing 100 units at Hillside Park in Milwaukie are being redeveloped with up to 500 new units in two phases. The Section 18 application for Phase 1 has been approved by HUD and redevelopment activities are underway. 54 existing units will be demolished and 275 new units will be constructed. Construction on Phase 1 will start this summer. Planning for Phase 2 with redevelopment under Section 18 is underway. HUD has already approved Section 18 justification. In Phase 2, 46 existing units will be demolished and up to 225 new units will be constructed. Existing residents in Phases 1 and 2 are being relocated with Section 8 rental assistance and they will be given the option to relocate into a newly constructed unit once complete. Construction on Phase 2 is expected to start in 2026.
- **Clackamas Heights** – The existing 100 units at Clackamas Heights in Oregon City will be redeveloped with up to 250 new units. Community engagement is underway and the site concept plan is in development. Staff will be working to secure support from the local jurisdictions and prepare the Section 18 application to submit to HUD.
- **Oregon City View Manor** – The existing 100 units at Oregon City View Manor are planned for disposition, with the asset sale proceeds going towards the Clackamas Heights redevelopment and/or other projects. Staff are preparing the Section 18 application to submit to HUD. Staff will be working to secure support from the local jurisdiction and are preparing the Section 18 application to submit to HUD.
- **Scattered Sites** - The 145 scattered site single-family homes located throughout Clackamas County are planned for disposition, with each home being sold under one of three scenarios: 1) affordable home ownership opportunities for existing residents through a land trust model; 2) to the private market; or 3) to community based organizations to deliver recovery oriented services. Asset sale proceeds will go towards the Clackamas Heights redevelopment and/or other projects. Staff will be working to secure support from the local jurisdictions and preparing the Section 18 application to submit to HUD.

### **Will residents be cost-burdened by this?**

No. While moving is inconvenient, all moving expenses will be covered by HACC, including:

- **Relocation Advisory Services:** counseling, multiple one-on-one consultations, and assistance locating available units.
- **Moving Expenses:** travel reimbursement, boxes, packing paper, and movers.
- **Moving fees and deposits**
- **Right to Return:** moving fees covered

**Will affordable housing units be lost or gained?**

Because of these repositioning efforts, the amount of affordable housing will increase in Clackamas County.

PROPERTY	ACTION	HUD METHOD	EXISTING UNITS	NEW UNITS	VOUCHERS CREATED	AFFORDABILITY PRESERVED
Hillside Park	Redevelopment	Section 18	100	500	100	
Scattered Sites	Disposition	Section 18	145	0	145	Up to 145
OCVM	Disposition	Section 18	100	0	100	
Clackamas Heights	Redevelopment	Section 18	100	250	100	
<b>TOTAL</b>			<b>445</b>	<b>750</b>	<b>445</b>	<b>Up to 145</b>

Current total Public Housing: 445 units

Planned Repositioning Outcomes:

- **Section 8 Vouchers:** 445 new vouchers
- **Hillside Park Redevelopment:** up to 500 new affordable units (replacing 100 public housing units)
- **Park Place Redevelopment:** up to 250 new affordable units (replacing 100 public housing units)
- **Affordable Scattered Site Housing Opportunities:** up to 145 (includes homeownership & supportive housing opportunities)
- **Oregon City View Manor disposition:** affordable homeownership opportunities through partnership with homeownership organizations like Habitat for Humanity

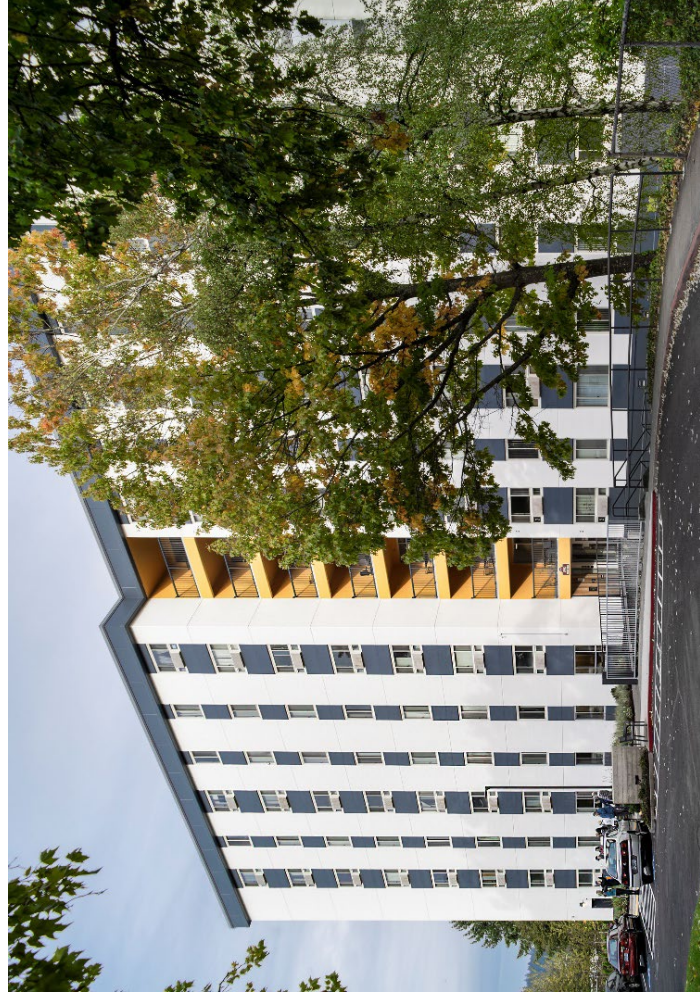
In addition, all sale proceeds HACC receives because of these repositioning processes will be restricted by HUD to support affordable housing. HACC plans to use these proceeds to support additional affordable housing development throughout Clackamas County.



## **Updates on the Supportive Housing Services Program & Public Housing Repositioning**

Clackamas County Coordinating Committee  
March 7, 2024

# Housing Authority of Clackamas County: Repositioning Public Housing



# What is repositioning?

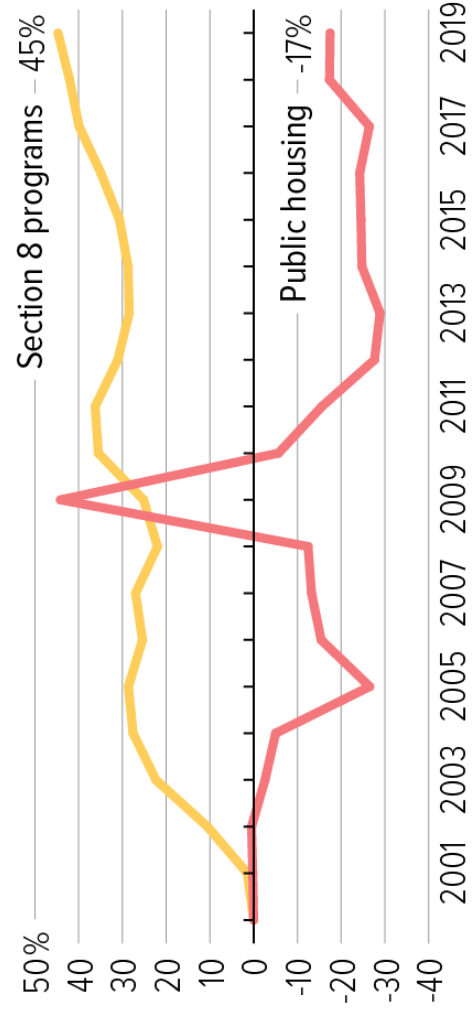
- Federal disinvestment has resulted in aging public housing with unmet capital needs
- U.S. Department of Housing & Urban Development allows agencies to “reposition” portfolios and develop locally appropriate strategies to preserve affordable housing, including by redeveloping and/or disposing of assets



# Federal Investment in Public Housing vs. Section 8 Rent Assistance Programs

## Public Housing Funding Has Dropped While Section 8 Funding Has Responded to Cover Rising Needs

Percent change in funding since 2000, adjusted for inflation

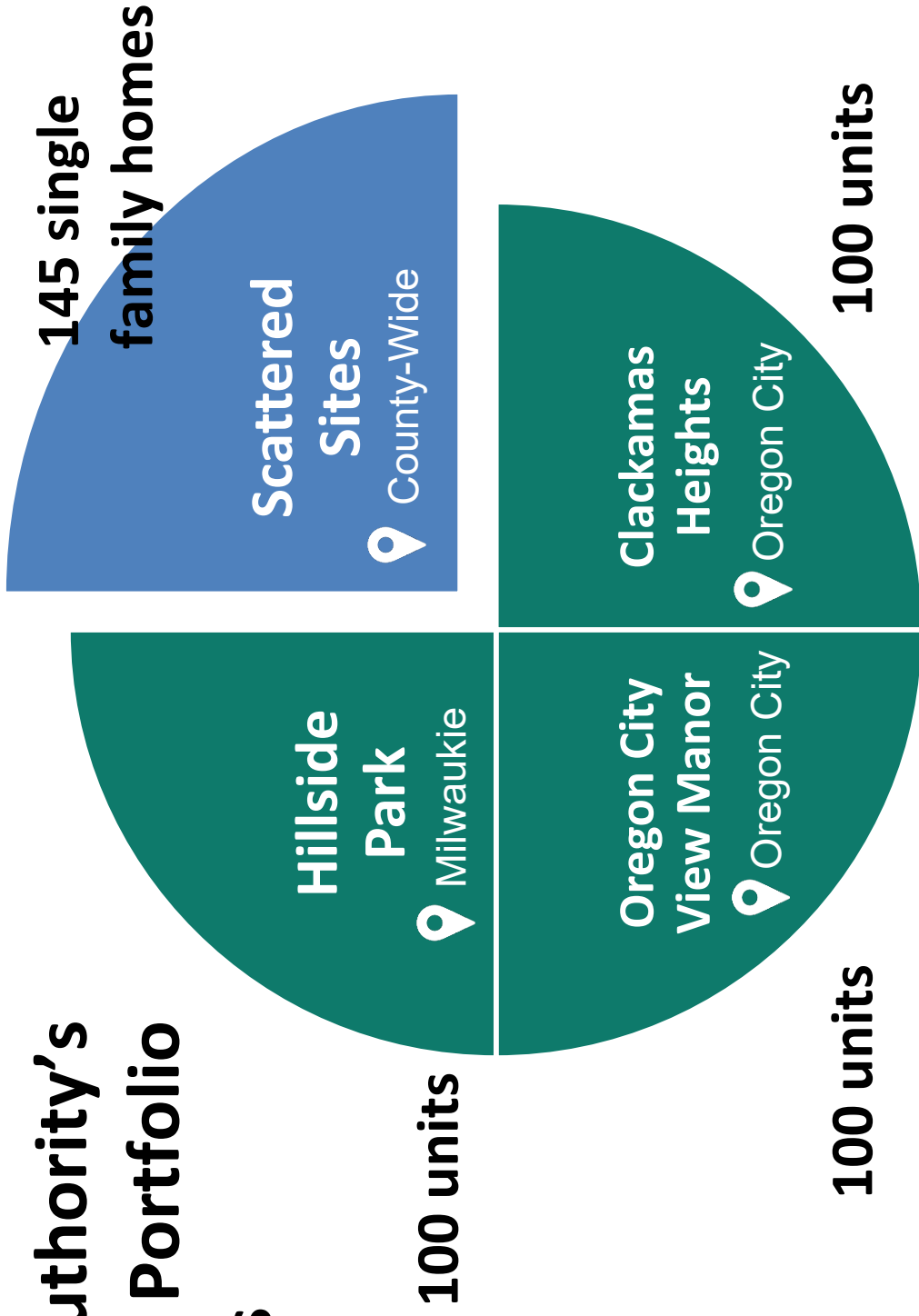


Note: "Public Housing" includes capital and operating funds. "Section 8 programs" includes outlays for the Housing Choice Voucher and Project-Based Rental Assistance programs. The graph reflects annual budget authority for public housing and (to avoid distortions from one-time recessions of funds and other factors) annual outlays for Section 8. Public housing funding for 2009 includes supplemental capital funds provided in economic recovery legislation.

Source: Office of Management and Budget Public Use Database, Department of Treasury expenditure data, and annual appropriations legislation

# The Housing Authority's Public Housing Portfolio

## 445 Total Units

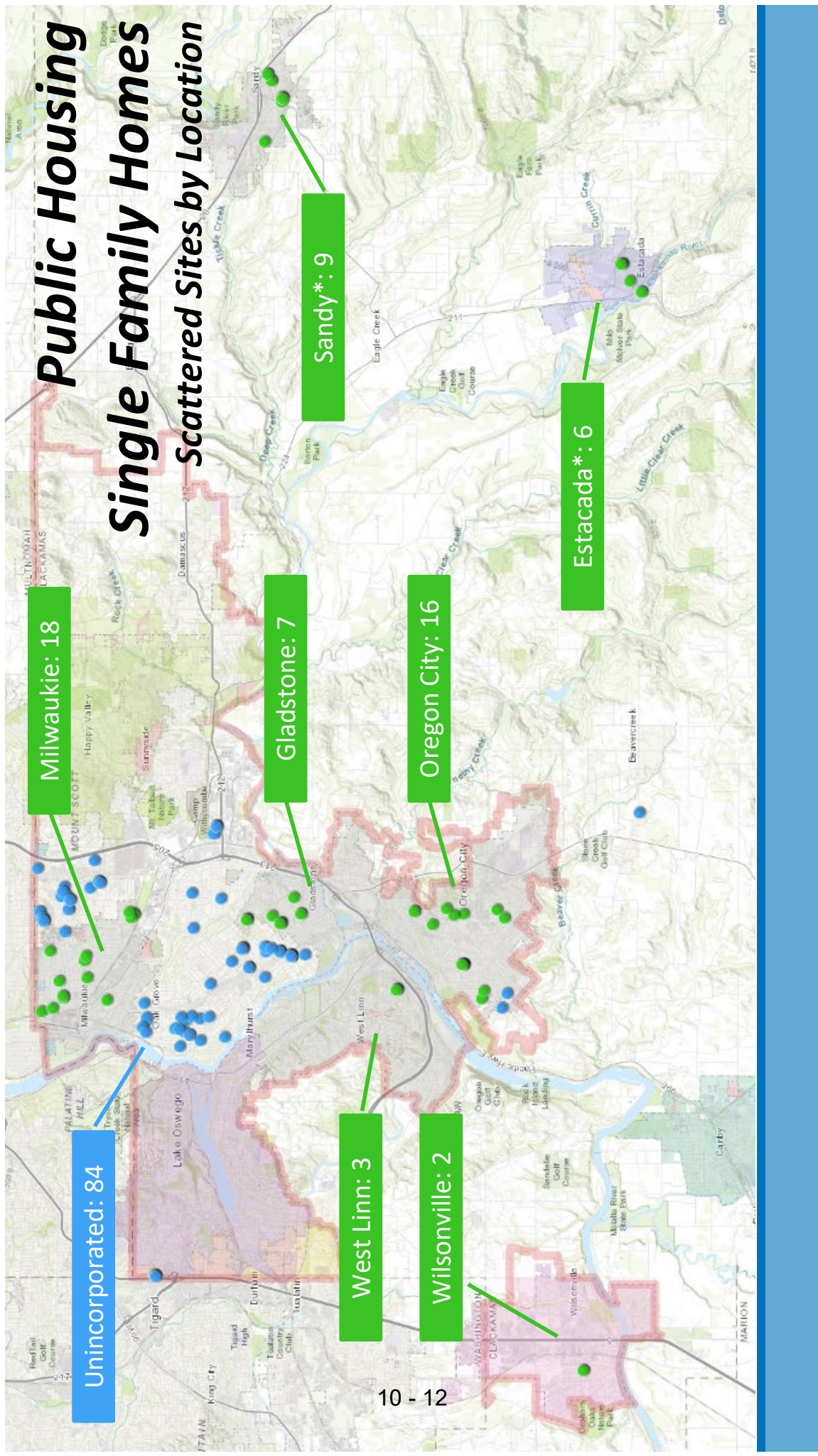


# Planned Outcomes for Clackamas County

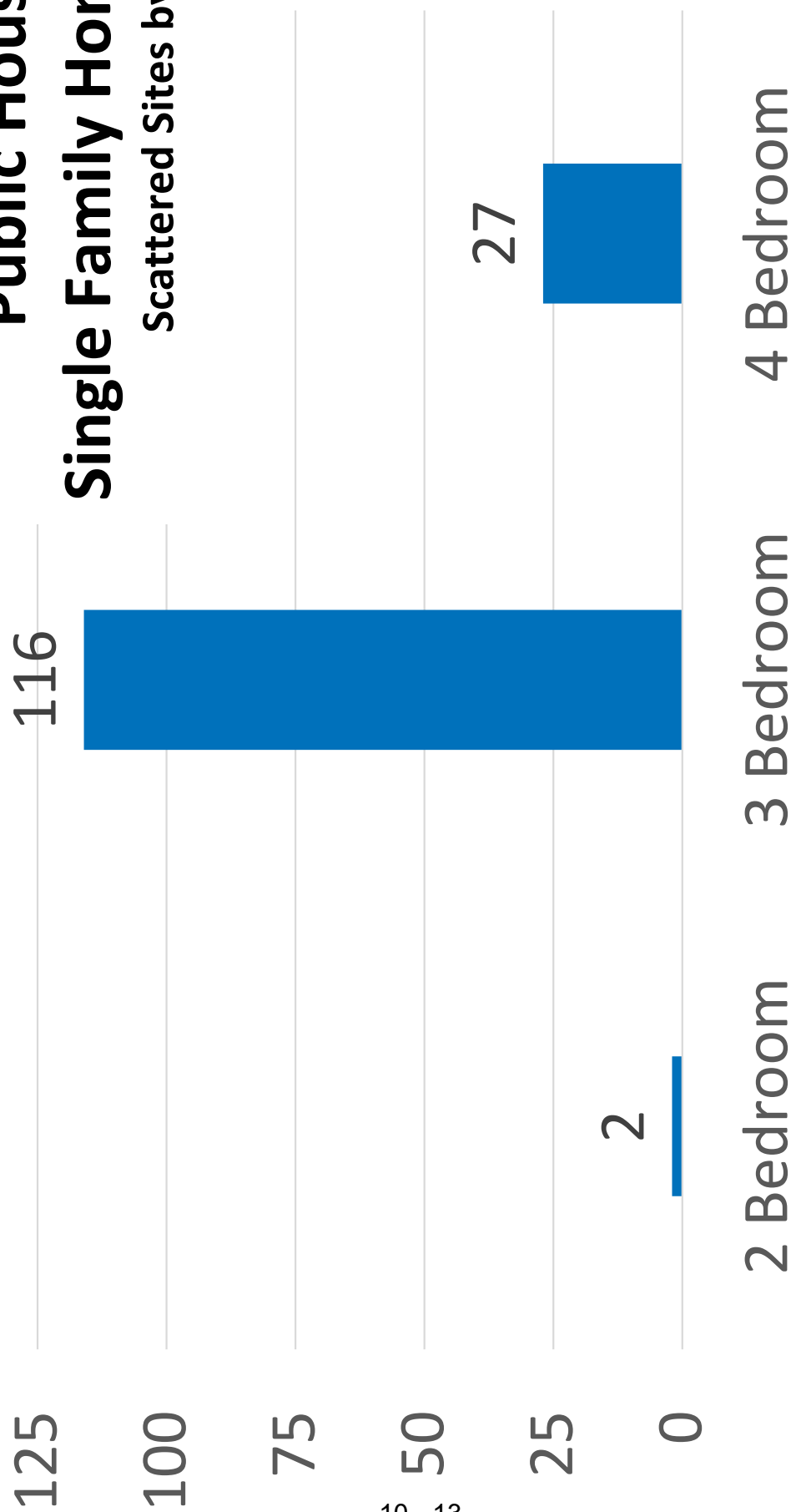
PROPERTY	ACTION	EXISTING UNITS	NEW UNITS	VOUCHERS CREATED	AFFORDABILITY PRESERVED
Hillside Park	Redevelopment	100	500	100	
Scattered Sites	Disposition	145	0	145	Up to 145
OCVM	Disposition	100	0	100	
Clackamas Heights	Redevelopment	100	250	100	
<b>TOTAL</b>		<b>445</b>	<b>750</b>	<b>445</b>	<b>Up to 145</b>



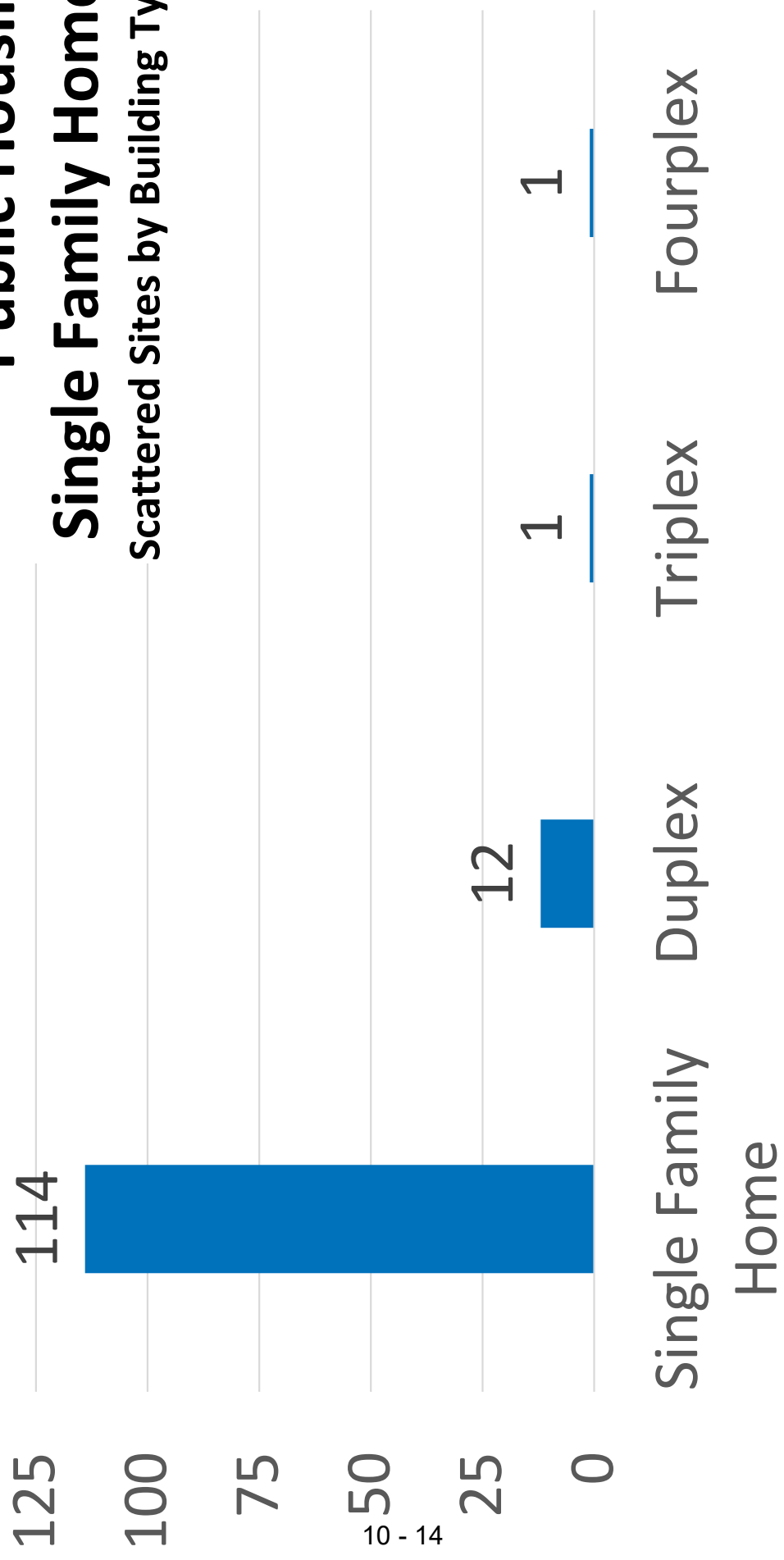
# Public Housing Single Family Homes Scattered Sites by Location



# Public Housing Single Family Homes Scattered Sites by Size



# Public Housing Single Family Homes Scattered Sites by Building Type



# Scattered Site Repositioning

## Goals

- ✓ Generate sale proceeds for new affordable housing development
- ✓ Preserve affordability through creative strategies

## Strategies for disposition

- ✓ First-time homebuyer programs in partnership with organizations like Proud Ground and Habitat for Humanity
- ✓ Recovery-oriented transitional housing in partnership with community-based housing services providers (leveraging Supportive Housing Services funds)
- ✓ Private market sales







# City of Gladstone Staff Report

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Report Date: April 2, 2024  
Meeting Date: April 9, 2024  
To: Gladstone City Council  
From: Jacque M. Betz, City Administrator

## AGENDA ITEM

Consider approval of a Resolution 1235 Proclaiming April 27, 2024 as Arbor Day in the City of Gladstone.

## HISTORY/BACKGROUND

The City of Gladstone adopted a goal of becoming a Tree City USA, which celebrates towns and cities' commitment to growing their urban canopy. As part of this process, the City must adopt a resolution proclaiming Arbor Day in the City of Gladstone. Arbor Day is a holiday that celebrates the planting, upkeep, and preservation of trees. Planting trees typically marks Arbor Day and emphasizes caring for them as a way to sustainably protect our planet's natural resources.

Communities, schools, businesses, and individuals come together to plant commemorative trees, distribute free trees, educate about tree planting and care, and celebrate all the benefits trees provide. In the City of Gladstone, the Friends of the Gladstone Nature Park (FOGNAP) have created an annual celebration called "Gladstone Arbor Day and Plant Sale." This year, it will be on Saturday, April 27, 2024, from 9 am to 2 pm at the Gladstone Nature Park, 18111 Webster Road. The sale will feature items such as Native plants, perennials, edibles, and herbs, and many community vendors will be present. New this year, the City Council will assist children in planting a new tree.

## OPTIONS

- The City Council can choose to approve the resolution proclaiming April 27, 2024 as Arbor Day.
- The City Council can choose to approve the resolution with amendments.
- The City Council can choose not to approve the resolution.

## COST IMPACT

No cost impact to adopting the resolution.

STAFF RECOMMENDATION

Staff recommends the City Council approve Resolution 1235 Proclaiming April 27, 2024 as Arbor Day in the City of Gladstone.

Department Head  
Signature      Date

*Jacquie M. Betz*  
City Administrator  
Signature      Date 4-3-24

**RESOLUTION NO. 1235**

***A RESOLUTION PROCLAIMING APRIL 27, 2024 AS ARBOR DAY IN THE CITY OF  
GLADSTONE***

**WHEREAS**, in 1872, the Nebraska Board of Agriculture established a special day be set aside for the planting of trees, and

**WHEREAS**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

**WHEREAS**, Arbor Day is now observed throughout the nation and the world, and

**WHEREAS**, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, and

**WHEREAS**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and

**WHEREAS**, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

**WHEREAS**, trees-wherever they are planted-are a source of joy and spiritual renewal.

**NOW, THEREFORE**, the City of Gladstone Resolves as follows:

**SECTION 1.** The Gladstone City Council hereby proclaim April 27, 2024 as **Arbor Day** in the Gladstone community and encourages participation in the Friends of Gladstone Nature Park's (FOGNAP) annual celebration at the Gladstone Nature Park, and

**SECTION 2:** The Gladstone City Council encourages all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and promote the well-being of this with future generations, and

**SECTION 3:** This resolution is effective immediately upon adoption by the City Council.

**ADOPTED** this 9<sup>th</sup> day of April, 2024.

ATTEST:

\_\_\_\_\_  
Michael Milch, Mayor

\_\_\_\_\_  
Tami Bannick, City Recorder

# Gladstone Arbor Day Plant Sale



Saturday, April 27, 2024

9am to 2pm

Gladstone Nature Park

18111 Webster Rd, Gladstone

Perennials - Oregon Natives - Yard Art - & More!

[FriendsOfGladstoneNature@gmail.com](mailto:FriendsOfGladstoneNature@gmail.com)

Proceeds support restoration at the Nature Park



# City of Gladstone Staff Report

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Report Date : March 31, 2024  
Meeting Date : April 9, 2024  
To : City Council  
From : Darren Caniparoli, Public Works Director

## AGENDA ITEM

Consider awarding a public improvement contract to K N L Industries, Inc. in the amount of \$837,368.18 (which includes a 10% contingency) to complete the 2024 Paving Project.

## History/Background

In September, 2023 Gladstone City Council adopted a Pavement Condition Index (PCI) of 71 and made the commitment to invest in improving Gladstone's roadways. Part of improving the roadways is identifying streets that need more significant work such as grind and inlays. During the recent roadway rating process roadways were identified for the next several years of Pavement Management, allowing the City to maximize our capital investment.

The roadways listed below were included in a recent Request for Proposal (RFP) that was conducted by the Public Works Dept. These roadways make up the 2024 Paving Project, which will assist the City in maintaining its commitment to a PCI of 71.

- W. Berkeley St. from Barton Ave. to Dead End    - Madrona Ct. from Ridgewood Dr. to Cul-De-Sac
- Charolais Way from Charolais Ct. to Cason Ln.    - Stonehill St. from Cornell Ave. to Oatfield Rd
- E. Jersey St. from Harvard Ave. to Cul-De-Sac    - Oatfield Rd. from Webster Rd. to Ridgeway Dr.
- E Fairfield St. from Yale Ave. to Cornell Ave.    - Webster Rd. from Cason Dr. to City Limits

## COST IMPACT

The conclusion of the city's second RFP process garnered six proposals, the lowest bid received was from K N L Industries, Inc., with a low bid of \$761,243.80. Staff recommends adding a 10% contingency (\$76,124.83) for a total amount Not to Exceed \$837,368.18. This project will be funded from the Capital Improvement portion of the Streets Fund.

## 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 K N L Industries, Inc.

## Options

- **Option 1:** Approve the award of bid and public improvement contract between the City of Gladstone and K N L Industries, Inc., for a total contract amount not to exceed \$837,368.18 which includes a 10% contingency to complete the 2024 Paving Project.
- **Option 2:** Do not approve the award of bid and public improvement contract between the City of Gladstone and K N L Industries, Inc., to complete the 2024 Paving Project.

Recommended Staff Action:

Staff recommends approving the award of bid and public improvement contract to and K N L Industries, Inc., for a total contract amount not to exceed \$837,368.18 to complete the 2024 Paving Project. by making the following motion:

***"I move to approve a public improvement contract between the City of Gladstone and K N L Industries, Inc., for a total contract amount not to exceed \$837,368.18 to complete the 2024 Paving Project".***

 3/4/24  
Department Head Signature      Date

 4-3-24  
City Administrator Signature      Date





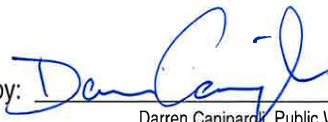
# Exhibit A

## City of Gladstone

2024 Paving Project

**Bid Deadline:** March 27th, 2024 at 1:00 pm **Bid Opening:** March 27th, 2024 at 1:15 pm

Bidding Contractor Name	Bid Form w/ Addenda (if posted)	Schedule of Prices (\$ amount & signed)	First Tier Subcontractor	Bid Bond	Contractor Qualification 5 year min.	Noncollusion Affidavit	Certification of Drug program
Brix Paving Company	x	866,072.00	x	x	x	x	x
S-2 Contractors Inc.	x	894,386.00	x	x	x	x	x
Eagle – Elsner Inc.		776,517.30	x	x	x	x	x
Knife River Corporation	x	795,486.60	x	x	x	x	x
Granite Construction Co.	x	867,768.00	x	x	x	x	x
K N L Industries, Inc.	x	761,243.80	x	x	x	x	x

Bid opened and reviewed by:   
 Darren Canipardi, Public Works Director

Witnessed by:   
 Kristin Bowen, Executive Operations Coordinator



## 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 Contractor Name (No DBA/ABN), 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 Paving Project

### **1. Contract Price, Contract Documents and Work.**

The Contractor, in consideration of the sum not to exceed **\$837,368.14** (including a 10% Contingency) (the "Contract Price"), to be paid to

**K N L Industries, Inc. (Contractor)**

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**, 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.

**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 **April 10, 2024**

FINAL COMPLETION DATE: Shall occur no later than **August 30, 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](mailto: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: **K N L Industries, Inc.**

Contractor CCB #:

Expiration Date:

Metro License #:

Entity Type:

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 M. Betz, City Administrator

**XXXXXXX**

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.

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**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 (5<sup>th</sup>) 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 2<sup>nd</sup> Tier Subcontractor

	Markup	Allowed Total Fee Plus Markup
General Contractor	5%	\$1,000.00
1 <sup>st</sup> Tier Sub Contractor	5%	\$1,000.00
2 <sup>nd</sup> 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 materialsupplier.

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 progresspayment 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 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**

- 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

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Report Date: April 2, 2024  
Meeting Date: April 9, 2024  
To: Gladstone City Council  
From: Jacque Betz, City Administrator

## AGENDA ITEM

Proposed Amendments to Gladstone Municipal Code (GMC) Chapters 2.12 – City Administrator Duties; 2.24 – Public Library; 2.32 – Fire Department and Repealing GMC Chapter 3.16 – Fire Department Fire Truck Trust Fund

## History/Background/Proposal

The Gladstone Municipal Code is periodically updated when changes to departments, employment or Intergovernmental Agreements (IGA) occur.

In 2015, the Public Works Department Head position of Public Works Supervisor was re-classified as Public Works Director.

In 2019 the City entered into an IGA with Clackamas County to transfer current city library employees, including the Library Director, to Clackamas County employment.

In March 2021 the Senior Center Manager position was eliminated due to the COVID pandemic which closed all Senior Centers in the State of Oregon and allowed the City to reassess the services the City provides to the community and enhance those services to a broader population. After reassessment of services the City created the Community Services Manager position in July 2021.

In 2022 the City entered into an IGA with Clackamas Fire District for comprehensive emergency services to the City of Gladstone, including fire protection and emergency medical services. The City retained ownership of the Fire Station and ownership of city vehicles and apparatus, however, all City Fire Department employees, including the Fire Chief and Fire Marshal, were transferred to Clackamas Fire District, therefore eliminating the Gladstone Fire Department.

The City entered into these IGA's to have other government entities provide these services to the City under the authority provided by ORS Chapter 190, which allows the City to delegate to another government a power that the City is authorized to exercise. While the City may not need to have this language in our GMC to make the IGA's valid under state law, it may be safer to keep some of this language in the code in case the IGA's terminate in the future. This also includes the need to keep some provisions in the GMC as it relates to the Fire Department.

## Proposal

Staff recommends revising Gladstone Municipal Code Chapters 2.12 – City Administrator Duties; 2.24 – Public Library; and 2.32 – Fire Department and repeal Gladstone Municipal Code Chapter 3.16 – Fire Department Fire Truck Trust Fund.

## Options

- Council could choose not to approve the Ordinance to update the Gladstone Municipal Code
- Council could choose to approve the Ordinance to update the Gladstone Municipal Code

Recommended Staff Action

Staff recommends that the City Council approve Ordinance 1530, an Ordinance amending Gladstone Municipal Code Chapter 2.12 – City Administrator Duties; 2.24 – Public Library; and 2.32 – Fire Department and repeal Gladstone Municipal Code Chapter 3.16 – Fire Department Fire Truck Trust Fund.

\_\_\_\_\_  
Department Head  
Signature

Date

*Jacqueline M. Betz* 4-3-24  
\_\_\_\_\_  
City Administrator  
Signature

Date

**ORDINANCE 1530**

***AN ORDINANCE AMENDING GLADSTONE MUNICIPAL CODE CHAPTERS 2.12 – CITY ADMINISTRATOR DUTIES 2.24 – PUBLIC LIBRARY; AND 2.32 – FIRE DEPARTMENT; AND REPEALING GLADSTONE MUNICIPAL CODE CHAPTER 3.16 – FIRE DEPARTMENT FIRE TRUCK TRUST FUND***

The City of Gladstone does ordain as follows:

**WHEREAS**, periodic changes to current Gladstone Municipal Code language require updates due to employment and department changes; and

**WHEREAS**; in December 2015 the Public Works Department Head position of Public Works Supervisor position was re-classified as Public Works Director; and

**WHEREAS**, in December 2019 the City of Gladstone entered into an Intergovernmental Agreement with Clackamas County to transfer current City library employees, including the Library Director, to Clackamas County employment; and

**WHEREAS**, in March 2021 the Senior Center Manager position was eliminated due to the COVID pandemic which closed all senior centers in the State of Oregon and allowed the City to reassess the services the City provides to the community and enhance those services to a broader population; and

**WHEREAS**, in July 2021, the City created the Community Services Manager position;

**WHEREAS**, in June 2022 the City of Gladstone entered into an Intergovernmental Agreement with Clackamas Fire District for comprehensive emergency services to the City of Gladstone, including fire protection and emergency medical services; and

**WHEREAS**; the City of Gladstone retained ownership of the Fire Station and ownership of vehicles and apparatus, however, all City fire department employees, including the Fire Chief and Fire Marshal, were transferred to Clackamas Fire District, therefore eliminating the Gladstone Fire Department; and

**WHEREAS**, the Gladstone City Council desires to update chapters of the Gladstone Municipal Code to address these issues holistically and wants to repeal other sections of the Code and other administrative provisions that currently relate to or govern the topic.

**NOW, THEREFORE**, The City of Gladstone ordains as follows:

Section 1. The Gladstone City Council amends Chapters 2.12 (City Administrator Duties), 2.24 (Public Library), and 2.32 (Fire Department) of the Gladstone Municipal Code (GMC) and repeals GMC Chapter 3.16 (Fire Department Fire Truck Trust Fund) as set forth in Exhibit A, which is attached and incorporated by reference.

Section 2. All remaining provisions of Title 2 and Title 3 of the Gladstone Municipal Code are reaffirmed in their entirety.

Section 3. This Ordinance is effective 30 days after approval.

This Ordinance adopted by the Gladstone City Council and approved by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
Michael Milch, Mayor

\_\_\_\_\_  
Tami Bannick, City Recorder

**ORDINANCE 1530**  
**EXHIBIT “A”**

New language to the code is in red; repealed language is ~~struck through~~

**2.12.030 Duties.**

The City Administrator shall:

(1) Exercise control and supervision of all activities, departments and offices of the government except the office of Municipal Judge and the office of City Attorney, and shall as a member of a committee including the City Administrator, and such members of the City Council as determined by the Mayor and City Council, make recommendations to the Mayor and the City Council as to the appointment of the City Recorder and department heads including Police Chief, Fire Marshal, Library Director, **Community Services** ~~Senior Center~~ Manager, and Public Works **Director** ~~Supervisor~~. The City Recorder and department heads mentioned above shall be appointed by the Mayor and City Council after due consideration is given to the recommendation of the Committee. The City Administrator shall be responsible for the removal of all employees including department heads in accordance with the provisions of the city's **employee handbook** ~~personnel resolution~~ and personnel policies. Before the City Administrator takes action to remove the City Recorder or a department head, the City Administrator shall consult with the City Council.

(2) Be the chief budget and fiscal officer of the city and shall perform the functions of budget officer as prescribed by the Local Budget Law of Oregon (ORS Chapter 294). Shall provide for the Mayor and Council an annual fiscal year-end report showing the differences between revenues and expenditures and the ending cash balances for each fund as soon as possible after June 30th. Shall ensure that the accounts and fiscal affairs of the city are audited annually by accountants pursuant to a contract as required by ORS Chapter 297 and reported to the City Council.

(3) Supervise the administration and be responsible for the enforcement of all laws and ordinances in effect within the city, except the provisions of any ordinance or laws which involve criminal violation, the responsibility of enforcement thereof shall be the duty of the police department; and shall be responsible for conducting analysis and making recommendations concerning policy matters to the City Council and shall administer and enforce the policies, rules, procedures and resolutions duly adopted by the Mayor and Council, and make recommendations to the Mayor and Council regarding the affairs of the city as the administrator may deem desirable.

(4) Be the chief purchasing and business agent with respect to all departments of the city.

(5) Prepare and submit to the Mayor and Council activity reports with respect to each of the city departments, not less than annually, and shall prepare and submit to the Mayor and Council such other reports as may be required or desirable concerning city affairs.

(6) Make available to the public usual and customary information concerning the operations of the city government.

(7) Perform such other and further duties as from time to time may be directed to be performed by action of the City Council.

(8) Adopt and amend administrative policies and rules, unless Council specifically provides otherwise.

## **Chapter 2.24 PUBLIC LIBRARY**

Sections:

**2.24.010 Public Library Statutes adopted.**

~~**2.24.015 Library director.**~~

**2.24.010 Public Library Statutes adopted.**

A public library is hereby created in the City of Gladstone, which shall be operated and funded in a manner consistent with the Library Construction and Operation Agreement between the City and Clackamas County. All acts and amendments applicable to local government units as used in ORS 357.400 to ORS 357.621, ORS 357.975 and ORS 357.990 are adopted and made a part of this chapter.

~~**2.24.015 Library director.**~~

~~The Library Department shall be under the administration of the Library Director who shall be accountable to the City Administrator. The Library Director shall perform those duties as defined in the job description for that position.~~

## **Chapter 2.32 FIRE DEPARTMENT\***

Sections:

**2.32.010 Department responsibilities and duties established.**

**2.32.020 Fire Chief—Hiring and vacancy.**

**2.32.030 Fire Chief—Authority.**

**2.32.040 Authority to establish firelines—Obedience—Penalty.**

**2.32.050 Order of Fire Chief or officer in charge required to move fire equipment.**

**2.32.0650 Driving over fire hoses or damaging equipment prohibited.**

**2.32.010 Department responsibilities and duties established.**

(1) ~~There is hereby established a Fire Department within the City of Gladstone. The Fire Department shall have all powers, authority and duties authorized by law, including but not limited to those of a fire district established under state law as well as those set forth in this Code. charge of the prevention of fires within the city and also the protection of property from such fires. The fire department shall also have charge for river dive rescue and emergency medical service except lifeguard and medical transport.~~

(2) ~~The Fire Department of the city shall be operated by Clackamas Fire District as long as there is an Intergovernmental Agreement between the City and the District in effect. For the purposes of this Code, and as long as the Agreement is in effect, the Fire Chief of Clackamas Fire District or the Chief's designee shall have all powers and authority of the City Fire Chief. shall have a similar responsibility and duty with respect to any fire protection district with which the city may have a contract for fire protection.~~

**2.32.020 Fire Chief—Hiring and vacancy.**

The City Council will hire a Fire Chief ~~unless there is an Intergovernmental Agreement in effect with another governmental body to provide fire and emergency services to the City. If no such agreement is in effect and~~ there is a vacancy in the office of Fire Chief the City Administrator will appoint an interim Fire Chief until such time as the City Council permanently fills the position.

**2.32.030 Fire Chief—Authority.**

Operational control of the Fire Department is vested in the Fire Chief, ~~subject to administrative direction and oversight by the City Administrator.~~ The Fire Chief may adopt, amend and enforce rules and regulations governing the Fire Department and the property for which the Fire Department is responsible. If an emergency occurs that in the Fire Chief's judgment requires the destruction or removal of any real or personal property, the Fire Chief is authorized to cause such destruction or removal.

(1) The Fire Chief or other officer in charge at the scene of any fire shall have the authority to establish firelines for such fire and to require all persons not members of the fire department or police department of the city to remain outside such firelines, except as such Fire Chief or officer in charge shall expressly permit or request any person to come within such firelines.

(2) It is unlawful for any person or persons to encroach upon or cross such firelines without the permission of the Fire Chief or officer in charge.



(3) Any person violating any of the provisions of this section shall be punished as a Class "B" infraction as specified in GMC Sections 1.08.010 through 1.08.100.

**~~2.32.050 Order of Fire Chief or officer in charge required to move fire equipment.~~**

~~No apparatus or equipment of the fire department shall be removed from the area included within the city and any said area with which said city has contract for fire protection, or agreement for mutual aid, without the order of the Fire Chief or officer in charge at the emergency scene and the authority of such Fire Chief or officer shall be as effective outside as inside said area in controlling the Fire Department and all apparatus and equipment belonging to the city.~~

**2.32.0650 Driving over fire hoses or damaging equipment prohibited.**

It is unlawful for any person to willfully drive, propel, or operate any vehicles across or against any hose while the same is in use by the Fire Department, unless such hose is protected against injury by the Fire Department, and it is likewise unlawful to injure or destroy any hose, equipment, or apparatus belonging to the city and in the custody of the Fire Department. Any person violating any of the provisions of this section shall be punished as a Class "A" Infraction as specified in GMC Sections 1.08.010 through 1.08.100.

**Chapter 3.16  
FIRE DEPARTMENT FIRE TRUCK TRUST FUND**

Sections:

**~~3.16.010 Established.~~**

**~~3.16.020 Segregation of moneys for inclusion—Acceptance of gifts.~~**

**~~3.16.030 Use restrictions.~~**

**~~3.16.040 Assets may be separated into various accounts.~~**

**3.16.010 Established.**

There is established a separate fund of the city for the purchase of fire trucks for the fire department, a fund designated as the City Fire Department Fire Truck Trust Fund.

**3.16.020 Segregation of moneys for inclusion—Acceptance of gifts.**

(1) The city, in its budgeting process, may segregate money for inclusion in the city fire department fire trust fund. The city may also accept gifts, devises or bequests of money or property to said fund.

(2) Gifts, devises or bequests to the city for the fire department or fire department purposes shall be deemed given to the city fire department fire truck trust fund unless a contrary intent on the part of the donor is evidenced. Donations may be accepted on such conditions as may be approved by the City Council.

**3.16.030 Use restrictions.**

~~(1) The city fire department fire truck trust fund and the income therefrom shall be used exclusively for the purchase of fire trucks and fire fighting equipment to be carried thereon.~~

~~(2) Subject to any other requirements of the law, all expenditures and disbursements from the city fire department fire truck trust fund shall be approved by the City Council upon the recommendation of the City Administrator and the Fire Chief.~~

**3.16.040 Assets may be separated into various accounts.**

~~(1) Assets of the fund may be segregated into separate accounts and such accounts may, for convenience or in order to comply with the conditions or requests of the donor, be designated by separate names.~~

~~(2) The assets of the various accounts may nevertheless be commingled as may be deemed expedient by the city for investment or accounting purposes.~~





# City of Gladstone Staff Report

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Report Date: April 2, 2024  
Meeting Date: April 9, 2024  
To: Gladstone City Council  
From: Jacque M. Betz, City Administrator  
Darren Caniparoli, Public Works Director

## AGENDA ITEM

Consider approval of an amended and restated intergovernmental agreement of Regional Water Providers Consortium.

## HISTORY/BACKGROUND

The Regional Water Providers Consortium (Consortium) Intergovernmental Agreement (IGA) was first developed and adopted by individual members in 1996 to endorse the Regional Water Supply Plan and form the Consortium. The City of Gladstone is a member of the Consortium. The IGA was last updated and adopted in 2005. Since then, the organization has grown and evolved, requiring updating the IGA.

The Consortium and its members have thoroughly reviewed and updated the Consortium IGA language. At its meeting on October 4, 2023, the Consortium Board unanimously approved the IGA, recommending that the Consortium members' board, council, or commission approve the amended and restated Intergovernmental Agreement of the Regional Water Providers Consortium (2023). The updated IGA will require approval from all voting and non-voting members (Participants).

### Summary of Changes- Amended and Restated Consortium IGA (2023)

- New and updated definitions added including types of members: “Associate Member” and “Full Member” and defines “Region”
- Removal of outdated Metro references from when the Consortium was formed
- Update of purposes of Consortium to align with mission statement and Strategic Plan
- Update of withdrawal language to encourage timely notification
- Update to dues language (primarily for Associate Members)
- Added obligation and Board Authority to maintain a Strategic Plan to guide its work and removed obligation to update Regional Water Supply Plan
- Added language regarding the roles and responsibilities of the Executive Committee
- Update to language to reflect current best practices for agreements

## OPTIONS

- The City Council can choose to approve the IGA with Regional Water Providers Consortium.
- The City Council can choose to not approve the IGA and withdrawal from the Regional Water Providers Consortium.

## COST IMPACT

The City of Gladstone Public Works Department is a member of the consortium. The dues are based on the number of accounts (approximately \$1.18 per account). The total for this year is \$4,240, and the funds are budgeted for.

## STAFF RECOMMENDATION

The Consortium's work is rooted in collaboration and is divided into three categories: conservation, emergency preparedness, and regional coordination. Water provider staff and elected officials participate in the Consortium's Technical Committee (Justin Poyser, Public Works Utility Manager representing Gladstone) and the Board. There is value in working collaboratively as the Consortium and its members achieve economies of scale by implementing regional programs that save customers money. Additionally, it allows the Consortium to speak with one voice on matters of importance.

Staff recommends the Gladstone City Council approve the amended and restated intergovernmental agreement of Regional Water Providers Consortium.

  
Department Head  
Signature      Date 4/3/24

  
City Administrator  
Signature      Date 4-3-24



**AMENDED AND RESTATED**

**INTERGOVERNMENTAL AGREEMENT OF**

**REGIONAL WATER PROVIDERS CONSORTIUM**

**(2023)**

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## REGIONAL WATER PROVIDERS CONSORTIUM

This Amended and Restated Intergovernmental Agreement of the Regional Water Providers Consortium (2023) is entered into by and among the undersigned municipalities and districts, hereinafter called "Participants," to participate in the Regional Water Providers Consortium for the Portland Metropolitan Region ("the Consortium").

### RECITALS

**WHEREAS**, in 1989 water providers of the Portland metropolitan area began meeting in an informal group called the "Regional Providers Advisory Group" to coordinate water supply planning efforts; and

**WHEREAS**, in 1996 a Regional Water Supply Plan was completed; and

**WHEREAS**, the Regional Water Supply Plan, which contains specific recommendations for cooperation and coordination between the water providers in this region through the formation of the Regional Water Providers Consortium, was adopted by signatory water providers in their *Inter-Governmental Agreement of Regional Water Providers Consortium*; and

**WHEREAS**, as the regional land use agency under state law and regional charter, the Metropolitan Service District ("Metro") adopted the Regional Water Supply Plan as part of the Metro Regional Framework Plan; and

**WHEREAS**, in 1997 the Consortium was formed when 15 Participants entered into an intergovernmental agreement to endorse the Regional Water Supply Plan and coordinate and cooperate in its implementation, and amended that intergovernmental agreement in 2004-05 (*2004-05 IGA*); and

**WHEREAS**, the Participants desire to amend and restate the 2004-05 IGA to make certain updates to the Participants and their obligations, and to streamline certain procedures, while continuing to endorse the Regional Water Supply Plan; and

**WHEREAS**, ORS Chapter 190 authorizes units of local government to enter into written agreements with any other unit or units of local government for the performance of any or all functions and activities that any of them has authority to provide; and

**WHEREAS**, all the Participants of this Agreement are thus authorized to enter into an intergovernmental agreement;

**NOW, THEREFORE**, the Participants agree as follows:

**Section 1.    Definitions**

For purposes of this Agreement, the following terms shall be defined as follows:

"Agreement" – Shall mean this document and any authorized amendments thereto.

"Associate Member" – Shall mean a Participant that does not have an appointed representative to the Board and that pays reduced dues as determined by the Board.

"Board" – Shall mean the Board of Directors established by Section 9 of this Agreement, consisting of one member from the governing body of each Full Member Participant.

"Bylaws" – Shall mean the regulations of the Consortium adopted by the Board pursuant to Section 9.B. of this Agreement.

"Consortium" – Shall collectively mean all Participants to this Agreement acting pursuant to and under the terms of the Agreement.

"Consortium Funds" – Shall mean Consortium funds consisting of all dues, voluntary contributions, grant monies, and funding from any other source provided to the Consortium to conduct the activities and business of the Consortium.

"Executive Committee" – Shall mean the committee established by Section 10 of this Agreement.

"Full Member" – Shall mean a Participant that has an appointed representative to the Board and Technical Committee and that pays full dues as outlined in Section 7.

"Participant" – Shall mean any signatory to the Agreement.

"Plan" – Shall mean the 1996 "Regional Water Supply Plan" for the Portland Metropolitan Area, and all subsequent amendments thereto.

"Region" – Shall mean the area within which Participants provide services to Retail Customer Accounts.

"Retail Customer Accounts" – Shall mean all retail accounts that are billed by a Participant (including residential single family, residential multifamily, commercial, industrial, and wholesale accounts).

"Technical Committee" – Shall mean the committee established by Section 11 of this Agreement.

"Total average daily water use" – Shall mean all billed water usage for Retail Customer Accounts.

**Section 2. Purposes**

The general purposes of the Consortium are as follows:

- A. To provide leadership in the planning, management, stewardship, and resiliency of drinking water in the Region;
- B. To foster coordination in the Region by sharing knowledge, technical expertise, and resources between Participants;
- C. To serve as the central custodian for Consortium documents, data, and studies;
- D. To review and recommend revisions to the Plan, as appropriate;
- E. To provide a forum for the study and discussion of water supply issues of mutual interest to Participants;
- F. To promote fiscal responsibility by pooling resources to achieve economies of scale;
- G. To allow for public participation in Consortium activities;
- H. To promote stewardship, emergency preparedness, and water conservation in the Region through outreach and education;
- I. To strengthen emergency preparedness and resiliency among water providers in the Region;
- J. To ensure safe and reliable drinking water is accessible to all.

**Section 3. Strategic Plan**

- A. The Consortium will maintain a strategic plan to guide its work, establish priorities, and set goals for the strategic planning timeline.
- B. The strategic plan will be updated at an interval set by the Board.

**Section 4. Cooperation and Participants' Retained Powers**

The Participants intend that the Consortium shall act through the processes laid out herein in the spirit of cooperation. Unless specifically provided for herein, by entering into this Agreement, no Participant has assigned or granted to any other or to the Consortium its water rights or the power to plan, construct, and operate its water system or perform any other obligation or duty assigned to it under law.

**Section 5. Consortium Authority**

In accomplishing its purposes, and utilizing the organizational structure and decision-making processes contained herein, the Consortium is authorized to:

- A. Adopt or revise Bylaws and other operating procedures consistent with the terms of this Agreement to govern Consortium operation and administration, including such things as meeting arrangements, voting procedures, election of officers of Consortium boards and committees, notice procedures, procedures for execution of binding legal documents, budgeting, and financial operations.
- B. Adopt or revise, and implement an annual work plan and budget and issue annual reports and such supplementary reports as the Consortium may determine appropriate;
- C. Update and adopt its strategic plan as set forth in Section 3.
- D. Collect regular dues from Participants to support the routine business of the Consortium in amounts established as established in Section 7;
- E. Accept voluntary contributions from Participants in amounts higher than the regular dues for the purpose of conducting studies or engaging in other activities consistent with Consortium purposes;
- F. Apply for and receive grants and accept other funds from any person or entity to carry on Consortium activities;
- G. Expend Consortium funds, however obtained, and establish accounts and accounting processes to manage Consortium funds, which may include utilizing the accounts and processes of Participants for such purposes under appropriate agreements;
- H. Execute public procurement contracts and enter into arrangements whereby Participants may enter into a public procurement contract on behalf of the Consortium;
- I. Execute intergovernmental agreements;
- J. Establish procedures or recommendations for the hiring, dismissal, and review of Managing Director, and to delegate such activities to a Participant;
- K. Accept assignment of staff from individual Participants to conduct Consortium work and to reimburse the Participants for the salary and other costs associated with the assigned staff;
- L. Establish procedures and criteria whereby other governmental entities may become a Participant in this Agreement;

- M. Establish a process to coordinate Participant response to water policy issues of mutual interest or concern;
- N. Establish procedures to solicit the views of the public on water supply and water resource issues within the purview of the Consortium;
- O. Establish a process whereby water policy and water supply disputes or disagreements among Participants may be resolved;
- P. Protect Consortium rights and enforce obligations owed to the Consortium by third parties to the extent permitted by law;
- Q. Take other action within the powers specifically granted to the Consortium herein by the Participants to exercise the authority granted in this Section 5 and to carry out the purposes stated in Section 2.

**Section 6. Participants**

- A. Participant Memberships: A Participant may join as a Full Members or Associate Member in accordance with the definitions set forth in Section 1 and as further provided in the Bylaws.
- B. Any Participant which, having once joined, withdraws or is expelled from the Consortium for non-payment of dues, may only re-join as provided in Section 7.F.
- C. Additional Participants: The Board may accept additional governmental entities as Participants into the Consortium under terms and financial arrangements that the Board determines just and appropriate. The Board may establish standards for membership in the Bylaws or may allow Participants to join on a case-by-case basis. Provided, however, that in all cases, no new Participant may join the Consortium without the affirmative vote of a majority of the Board.
- D. Withdrawal: Any Participant may withdraw from the Consortium at any time by giving written notice to the Chair of the Consortium Board. Consortium dues already paid shall not be refunded to the withdrawing Participant. Unless otherwise approved by the Board, a withdrawing Participant shall have no ownership or interest in a Consortium asset after the date of withdrawal. Any Participant intending to withdraw from the Consortium shall make its best efforts to advise the Board Chair of that fact prior to February 1 and the approval of the Consortium budget for next fiscal year. Participants acknowledge that failure to notify the Consortium in accordance with these procedures may cause financial harm to the Consortium.

**Section 7. Dues**

- A. Each Participant shall pay annual dues no later than September 1 of each year sufficient to fund the approved annual budget of the Consortium, as established by the Board, provided, however, that the Board may establish a different payment amount and/or schedule for a Participant upon request from that Participant or upon the Board's own motion.
  
- B. The dues of each Participant shall be determined annually as follows:
  - 1. Total annual dues for all Participants shall be set to equal the annual budget for the Consortium, not counting budget items to be funded by fewer than all the Participants as provided in Section 8.C.
  
  - 2. Any grants or non-dues monies obtained by the Consortium may be applied towards the annual budget, thereby reducing the annual dues assessments commensurately.
  
  - 3. The Board shall establish the dues obligation of Associate Members at the time it approves an entity's membership and which amount is subject to any changes set forth in the Bylaws.
  
  - 4. The total annual dues of an Associate Member shall be subtracted from the total annual dues-based budget, described in subsection 7.B.1. leaving a budget number to be funded by Full Member dues. Dues shall be set so that the dues of each Full Member reflect its proportional share of that sum based on the following formula:
    - (a) 50% of the dues shall be allocated proportionally based on the Participant's proportional share of the total number of all Participants' Retail Customer Accounts for the prior year;
  
    - (b) 50% of the dues shall be allocated proportionally based on the Participant's proportional share of total average daily retail water use (in million gallons per day) in the prior year of all Participants.
  
- C. Minimum dues may be set by the Board to cover costs of adding a new Participant as outlined in the Bylaws.
  
- D. In-kind contributions may be made in lieu of dues if approved by the Board. In-kind contributions must be tracked and quantified.
  
- E. A Participant that fails to pay its assigned dues by September 1, or a time otherwise established by the Board pursuant to Section 7.A., may be removed by the Board as a Participant after two reminders are sent.

- F. Upon a majority vote of the Board, a removed Participant (or a Participant that has previously withdrawn from membership) may be reinstated in the Consortium upon its agreement to pay its full dues for the year during which it wishes to rejoin (calculated as if the entity had been a Participant at the time the budget was approved). Upon receipt of such dues by a rejoining Participant, the Board shall add the dues payment to the existing budget for expenditure or carry over to the following year's budget.
- G. If a new Participant joins the Consortium during an annual dues cycle, its dues and those of the existing Participants shall be calculated as follows:
  - 1. If a new Participant is a Full Member, its dues requirement will be calculated pursuant to Section 7.B.4.
  - 2. If a new Participant is an Associate Member, its dues will be determined as provided in Section 7.B.3.
  - 3. The initial year dues for a new Participant joining partway through a fiscal year will be pro-rated to reflect partial year membership if more than halfway through the fiscal year.
  - 4. New Participants joining at any time after September 1 shall pay their initial year's dues within 90 days of signing this Agreement.

**Section 8. Work Plan and Budgeting**

- A. Each year, at the first Board meeting of the calendar year, the Board shall adopt an annual work plan of Consortium activities for the upcoming fiscal year beginning on July 1.
- B. At the same time, the Board shall adopt a budget sufficient to conduct the Consortium's annual work plan. The budget shall also include a calculation of the dues owed by each Participant to fund the budget as provided in Section 7 and a table apportioning the dues to each Participant.
- C. The budget may include special projects that will be funded by fewer than all of the Participants on a voluntary basis as outlined in Section 5.E.
- D. The Board may amend the budget and the work plan at any time as it deems appropriate except that dues may only be increased annually as provided for in Section 7. Additional expenditures may be permitted so long as there are identified sources of revenue, other than increased dues, for such expenditures.
- E. Participants shall provide to Consortium staff the data necessary to calculate the annual dues for budgeting and planning in a timely manner.

**Section 9. Consortium Board**

- A. The Board shall be made up of one member from the governing body of each Full Member. Each Participant shall also name an alternate Board representative from its governing body to serve in case the primary representative cannot. Provided, however, that if the Board Chair does not attend a meeting, the Vice Chair shall assume the Chair's duties rather than the Chair's alternate.
- B. Annually, the Board shall elect a Board Chair and a Vice Chair and appoint the Executive Committee members in accordance with the provisions in the Consortium Bylaws.
- C. The Board is authorized to: (1) approve the Consortium's annual work plan and budget; (2) approve the Consortium's strategic plan; (3) set Consortium policy; (4) approve new Participants; (5) initiate updates to the Plan as needed; (6) approve minor amendments to the Plan; (7) recommend to Participants' governing bodies major amendments to the Plan; (8) recommend to Participants' governing bodies amendments to this Agreement; (9) adopt and update the Bylaws; (10) exercise any other powers and authority granted to the Consortium by this Agreement necessary to accomplish the Consortium's purposes.
- D. The Board shall have the authority to designate which amendments to the Plan are major and which are minor for purposes of determining the process for amendment consideration. Generally, major amendment to the Plan should include revisions to the Plan's policy objectives, resource strategies, or implementation actions which significantly alter Plan direction or would significantly change the implementation strategies. Minor amendments are all other changes to the Plan.
- E. The Board may assign such duties or delegate such Board authority as the Board deems advisable to any Participant, Board committee, the Executive Committee, or to the Technical Committee, except that the Board may not delegate the authority (1) to execute intergovernmental agreements, (2) to designate Plan amendments as minor or major, (3) to recommend major Plan Amendments or amendments to this Agreement, (4) to approve the annual work plan and the budget, (5) to approve minor Plan amendments, (6) to approve the admission of Participants to the Consortium, or (7) to dissolve the Consortium.
- F. To be effective, Board actions must be approved by a vote of a majority of the Board at a meeting at which a simple majority of the Board is present.

**Section 10. Executive Committee**

- A. The Consortium shall have an Executive Committee, which shall be appointed by the Board and consist of seven Board members, one of which shall be the Board Chair. The Board shall endeavor to appoint Executive Committee members in a manner that achieves geographic representation and representation from municipalities, special districts, and other types of entities that form the Consortium.



- B. The Board Chair shall be the Chair of the Executive Committee.
- C. The Executive Committee shall serve to assist the Board in more timely and meaningful policy action as outlined in the Bylaws.
- D. The Executive Committee shall at no time act on behalf of the Board unless specifically authorized by the Board to do so as provided in Section 9.E.
- E. Except for the Board Chair, the term for each Executive Committee member shall be two years, and individuals may serve consecutive terms if re-appointed.
- F. To be effective, Executive Committee actions must be approved by a vote of a majority of the Executive Committee at a meeting at which a simple majority of the Executive Committee is present.

**Section 11. Technical Committee**

- A. The Consortium shall have a Technical Committee, which shall be made up of one staff representative appointed by each Full Member. Each Full Member shall also appoint an alternate Technical Committee representative to serve when the primary representative cannot. Provided, however, that if the Technical Committee Chair does not attend a meeting, the Vice Chair shall assume the Chair's duties rather than the Chair's alternate.
- B. On an annual basis, the Technical Committee shall elect a Chair and Vice Chair.
- C. The Technical Committee shall advise and provide assistance to the Board on any matters falling within the Consortium's purview under this Agreement, and may act upon Board delegation of authority as provided in Section 9.E.
- D. The Technical Committee under the provisions of any agreement or contract to provide staff shall advise Consortium staff and assume the responsibility to draft proposed work plans, budgets, annual and other reports, plan amendments, and implementation proposals for submission to the Board or Executive Committee as appropriate.
- E. To be effective, Technical Committee actions must be approved by a vote of a majority of the Technical Committee at a meeting at which a simple majority of the Technical Committee is present.

**Section 12. Dispute Resolution**

It is the intention of the Participants to limit the issues available for dispute resolution. The issues raised must be related to interpretation of the express terms of this Agreement. No issues related to water supply development or program development by individual Participants may be raised.

Any such dispute shall, if possible, be resolved through the use of a mandatory, but non-binding dispute resolution mechanism established by the Board through the Bylaws.

**Section 13. Duration and Dissolution**

This Agreement shall remain in effect, subject to the following: (1) any Participant may withdraw at any time as provided in Section 6.D. of this Agreement; (2) should all but one Participant withdraw, the Agreement shall end and the Consortium shall be dissolved; (3) the Agreement may be ended and the Consortium dissolved by a vote of the Board; (4) remaining funds shall be distributed in accordance with the Bylaws.

**Section 14. Legal Liability**

Participants agree to share any costs or damages, including reasonable attorney's fees, from third party actions against the Consortium. The obligation shall apply to any entity that was a Participant in the Consortium at the time the liability arose or the cause of action accrued. Payment obligations shall be proportional to the dues of each entity. Participants agree to assist and cooperate in the defense of such an action. Settlement of any action that would impose an obligation to pay upon the Participants under this provision must be approved by a majority of the Board. The obligations of a Participant under this Section 13 shall survive that Participant's withdrawal from the Consortium, termination of this Agreement, or dissolution of the Consortium.

**Section 15. Oregon Law and Forum**

- A. This Agreement shall be construed according to the law of the State of Oregon.
- B. Any litigation between the Participants under this Agreement or arising out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

**Section 16. Public Notification**

The Board, the Executive Committee, and the Technical Committee shall be deemed public bodies for purposes of Oregon's public meeting laws as provided by ORS Chapter 192. Other committees or sub-committees are subject to ORS Chapter 192 only as applicable.

**Section 17. Agreement Amendment**

Amendments to this Agreement shall be recommended by the Board and shall be effective when authorized by the governing body of every Participant.

**Section 18. Indemnification**

Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 7, and Oregon Tort Claims Act, ORS 30.260 through 30.300, each Participant shall indemnify, defend, and hold harmless the Consortium and other Participants from and against all liability, loss, and costs arising out of or resulting from the negligent or intentionally wrongful acts of the indemnifying Participant, their governing bodies, officers, employees, and agents in the performance of this Agreement.

**Section 19. Severability**

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

**Section 20. No Third-party Beneficiaries**

The Participants are the only parties to this Agreement and as such are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

**Section 21. Merger Clause**

This Agreement constitutes the entire agreement between the Participants. No waiver, consent, modification or change of terms of this Agreement shall bind a Participant unless in writing and signed by the affected Participants. Such waiver, consent modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

**Section 22. Counterparts**

This Agreement may be signed in counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The Participants agree that any Participant may execute this Agreement, including any Agreement amendments, by electronic means, including the use of electronic signatures.

**AMENDED AND RESTATED REGIONAL WATER PROVIDERS CONSORTIUM**  
**INTERGOVERNMENTAL AGREEMENT**

IN WITNESS WHEREOF, the signatory hereby causes this agreement to be executed.

*(Signatory page can be changed to fit specific adoption process)*

SIGNATORY PARTY

\_\_\_\_\_  
Jurisdiction or Entity Name

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Dated: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Send signed agreement to Patty Burk [patty.burk@portlandoregon.gov](mailto:patty.burk@portlandoregon.gov) or mail to:

Portland Water Bureau  
Attn: Patty Burk  
1120 SW 5<sup>th</sup> Ave. Suite 405  
Portland, OR 97204



**AMENDED AND RESTATED**

**INTERGOVERNMENTAL AGREEMENT  
OF  
REGIONAL WATER PROVIDERS CONSORTIUM**

**(AS AMENDED IN 2004-05/2023)**

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**REGIONAL WATER PROVIDERS CONSORTIUM**

This Amended and Restated Intergovernmental Agreement of the Regional Water Providers Consortium ~~Inter-Governmental Agreement~~ is entered into by and among the undersigned municipalities and districts, hereinafter called "Participants," to participate in the Regional Water Providers Consortium to establish and operate the Water Providers Consortium for the Portland Metropolitan Region ("the Consortium").

**RECITALS**

~~WHEREAS, all the Participants of this Agreement are thus authorized to enter into an inter-governmental agreement; and~~

~~WHEREAS, many of the water providers of the Portland metropolitan area have been meeting together since in 1989 water providers of the Portland metropolitan area began meeting in through an informal group called the "Regional Providers Advisory Group" to coordinate water supply planning efforts; and~~

~~WHEREAS, twenty seven of the area's water providers agreed in May, 1993, through the Inter-Governmental Agreement to Fund Phase Two of the Regional Water Supply Plan jointly to fund an integrated Regional Water Supply Plan and have been meeting monthly since then as the Phase Two Participants Committee to manage the development of that Regional Water Supply Plan; and~~

~~WHEREAS, a draft of the resulting Regional Water Supply Plan has been circulated for public review since September, 1995; and~~

WHEREAS, in 1996 a Regional Water Supply Plan was completed; and

~~WHEREAS, a final Regional Water Supply Plan has now been completed; and~~

~~WHEREAS, that Regional Water Supply Plan contains specific recommendations for future cooperation and coordination between the water providers in this region through the formation of the Regional Water Providers Consortium, and was adopted by signatory water providers in their Inter-Governmental Agreement of Regional Water Providers Consortium; and~~

~~WHEREAS, as the Regional land use agency under state law and Regional charter, the Metropolitan Service District ("Metro") adopted the Regional Water Supply Plan as part of the Metro Regional Framework Plan has responsibilities to plan and coordinate the provision of public facilities in the region, including responsibilities created by the Metro Charter requiring that Metro's Regional framework plan address water sources and water storage; and~~

~~WHEREAS, Metro has adopted Regional goals and objectives to encourage coordinated planning and management of water resources to ensure a sufficient water supply for the region; and~~

~~WHEREAS, Metro's participation in preparation of the Regional Water Supply Plan and this~~



Agreement is consistent with its regional coordination functions and its Charter responsibilities; and

~~WHEREAS, Metro's adoption of the Regional Water Supply Plan and execution of this Agreement are important parts of Metro studies preliminary to adoption of a water supply component of its regional framework plan; and~~

~~WHEREAS, in 1997 the Consortium was formed when 15 Participants entered into an intergovernmental agreement to endorse the Regional Water Supply Plan and coordinate and cooperate in its implementation, and amend that intergovernmental agreement in 2004-05 ("2004-05 IGA"); and~~

~~WHEREAS, the Participants desire to amend and restate the 2004-05 IGA to make certain updates to the Participants, and their obligations, and to streamline certain procedures, while continuing to endorse the Regional Water Supply Plan; and~~

WHEREAS, ORS Chapter 190 authorizes units of local government to enter into written agreements with any other unit or units of local government for the performance of any or all functions and activities that any of them has authority to provide; and

~~WHEREAS, the Participants desire to enter into an inter-governmental agreement in order to endorse the Regional Water Supply Plan and coordinate and cooperate in its implementation;~~

~~WHEREAS, all the Participants of this Agreement are thus authorized to enter into an intergovernmental agreement;~~

NOW, THEREFORE, the Participants agree as follows:

#### **Section 1. Definitions**

For purposes of this Agreement the following terms shall be defined as follows:

"Agreement" ~~– Shall mean~~ ~~¶~~ this document and any authorized amendments thereto.

~~"Associate Member" – Shall mean a Participant that does not have an appointed representative to the Board and that pays reduced dues as determined by the Board.~~

"Consortium" - Shall collectively mean all Participants to this Agreement acting pursuant to and under the terms of the Agreement.

~~"Consortium Board" - Shall mean the Board of Directors established by Section 9 of this Agreement, consisting of one representative from the governing board, commission or council body of each Consortium Full Member Participant.~~

~~"Bylaws" – Shall mean the regulations of the Consortium adopted by the Board pursuant to Section 9.B. of the Agreement.~~

"Consortium Funds" ~~— Shall mean~~ Consortium funds ~~shall~~ consisting of all dues, voluntary contributions, grant monies and funding from any other source provided to the Consortium to conduct the activities and business of the Consortium.

"Executive Committee" – Shall mean the committee established by Section 10 of this Agreement.

"Consortium Technical Committee" - Shall mean the committee established by Section ~~10-11~~ of this Agreement, ~~consisting of one staff representative appointed by the governing board, commission, or council of each Participant.~~

"Full Member" – Shall mean a Participant that has an appointed representative to the Board and Technical Committee and that pays full dues as outlined in Section 7.

"Participant" – Shall mean any signatory to the Agreement.

"Plan" – Shall mean the ~~That document dated October 1996, entitled~~ "Regional Water Supply Plan" for the Portland Metropolitan Area, and all subsequent amendments thereto, ~~referred to herein as the "Plan."~~

"Region" – Shall mean the area within which Participants provide services to Retail Customer Accounts.

Retail Customer Accounts – Shall mean all retail accounts that are billed by Participants (including residential single family, residential multifamily, commercial, industrial, and wholesale accounts).

"Total Average Daily Water Use" – Shall mean all billed water usage for Retail Customer Accounts.

## **Section 2. Purposes**

The general purposes of the Consortium are as follows:

- A. To provide leadership in the planning, management, stewardship, and resiliency of drinking water in the Region; ~~a collaborative clearinghouse function for water supply planning and development that fosters regional coordination.~~
- A-B. To foster coordination in the Region by sharing knowledge, technical expertise, and resources between Participants;
- C. To serve as the central custodian for Consortium documents, data, and studies; ~~Plan documents, including computer models and other local decision support functions;~~
- D. To review and recommend revisions to the Plan, as appropriate;
- E. To provide a forum for the study and discussion of water supply issues of mutual interest

to Participants; ~~and to collate the responses of Participants to such issues;~~

- F. ~~To promote fiscal responsibility by pooling resources to achieve economies of scale; To provide a forum for review and discussion of water resource related issues that may relate to application of the statewide land use goals, comprehensive plans, regional plans, or land use regulations;~~
- G. To allow for public participation in Consortium activities;
- H. ~~To promote stewardship, emergency preparedness, and water conservation in the Region through outreach and education;~~
- I. ~~To strengthen emergency preparedness and resiliency among water providers in the Region;~~
- J. ~~To ensure safe and reliable drinking is accessible to all.~~

**Section 3. Strategic Plan ~~Endorsement of Plan~~**

- A. ~~The Consortium will maintain a strategic plan to guide its work, establish priorities, and set goals for the strategic planning timeline. By entering into this Agreement, the individual Participants endorse the Plan, attached hereto as Exhibit A, and agree to cooperate among themselves in its implementation.~~
- B. ~~The Strategic Plan will be updated at an interval set by the Board. Endorsement of the Regional Water Supply Plan (RWSP) and coordination and collaboration between the Consortium members that avoids duplicative efforts and cost are part of the ongoing commitment of the Participants to jointly study and create a Regional Water Supply Plan. The RWSP is intended to be a clearing house for local water supply planning and provides support for individual water supply planning and decision making. The Plan does not, however, require any mandatory action by any Participant. Each Participant jurisdiction remains responsible for determining and adopting appropriate comprehensive and functional plan provisions, including city and county public facility plans and special district capital improvement plans. The Plan is not any part of any Participant's comprehensive land use plan or framework plan or implementing regulations unless an individual participant takes such action. No part of the Plan or any coordinated activity of the Consortium constitutes a final land use decision by any Participant applying statewide or regional land use goals, comprehensive plans, functional plans, and/or land use regulations. For any part of the Plan to be applied to a Participant's land use actions, direct action to that effect is required by that Participant.~~

**Section 4. Cooperation and Participants' Retained Powers**

The Participants intend that the Consortium shall act through the processes laid out herein in the spirit of cooperation. Unless specifically provided for herein, by entering into this Agreement, no Participant has assigned or granted to any other or to the Consortium its

water rights or the power to plan, construct, and operate its water system or perform any other obligation or duty assigned to it under law.

**Section 5. Consortium Authority**

In accomplishing its purposes, and utilizing the organizational structure and decision-making processes contained herein, the Consortium is authorized to:

- A. Adopt or revise by-laws and other operating procedures consistent with the terms of this Agreement to govern Consortium operation and administration, including such things as meeting arrangements, voting procedures, election of officers of Consortium boards and committees, notice procedures, procedures for execution of binding legal documents ~~such as contracts~~, budgeting, and financial operations.
- B. Adopt or revise, and implement an annual work plan and budget, and issue annual reports and such supplementary reports as the Consortium may determine appropriate;
- ~~B.C.~~ Update and adopt its Strategic Plan as set forth in Section 3.
- ~~C.D.~~ Collect regular dues from Participants to support the routine business of the Consortium in amounts established as provided herein;
- E. Accept voluntary contributions from Participants in amounts higher than the regular dues for the purpose of conducting studies or engaging in other activities consistent with the Consortium purposes;
- F. Apply for and receive grants and accept other funds from any person or entity to carry on Consortium activities;
- G. Expend Consortium funds, however obtained, and establish accounts and accounting processes to manage Consortium funds which may include or utilize the accounts and processes of Participants for such purposes under appropriate agreements;
- H. Execute public procurement contracts ~~to obtain goods and services~~ and to enter into arrangements whereby Participants may enter into a public procurement contract on behalf of the Consortium ~~to obtain goods and services~~;
- I. Execute intergovernmental agreements;
- J. Establish procedures or recommendations for the hiring and firing and review of its own staff, and to delegate such activities to a Participant;
- K. Accept assignment of staff from individual Participants to conduct Consortium work and to reimburse the Participants for the salary and other costs associated with the assigned staff;

- L. Establish procedures and criteria whereby other ~~units of governmental entities~~ may ~~enter into this, become a Participant to this Agreement, subsequent to its initial creation by the execution of the Agreement by fifteen or more Participants, subject to the provisions herein enabling any Participant in the Inter-Governmental Agreement to Fund Phase Two of the Plan to join as a Participant of the Consortium at any time after the Consortium's creation;~~
- M. Establish a process to coordinate Participant response to water policy issues of mutual interest or concern;
- N. Establish procedures to solicit the views of the public on water supply and water resource issues within the Consortium's purview;
- O. Establish a process whereby water policy and water supply disputes or disagreements among Participants may be resolved;
- P. Protect Consortium rights and enforce obligations owed to the Consortium by third parties to the extent permitted by law;
- Q. Take other action within the powers specifically granted to the Consortium herein by the Participants to exercise the authority granted in this Section 5-subsections A. through O. above and to carry out the purposes stated in Section 2 above.

**Section 6. Participants**

- A. ~~Participant Memberships. A Participant may join as a Full Member or Associate Member in accordance with the definitions set forth above and as further provided in the Bylaws. Participants in General. Any Participant in the Inter-Governmental Agreement to Fund Phase Two of the Plan, as listed in Exhibit B to this Agreement, may, initially join the Consortium at any time. Any Participant which, having once joined, withdraws or is expelled from the Consortium for non-payment of dues, may only re-join as provided in Section 7F. Participants in Phase Two may join in their own name or in the name of a separate inter-governmental entity, but not both. (For example, the Cities of West Linn and Oregon City may join as two separate Participants or as one, in the name of the South Fork Water Board.)~~
- B. ~~Any Participant which, having once joined, withdraws or is expelled from the Consortium for non-payment of dues, may only rejoin as provided in Section 7.F. Initial Creation By Fifteen Participants. The Consortium shall be created and this Agreement shall become effective upon its execution by fifteen or more Participants in the Inter-Governmental Agreement to Fund Phase Two of the Plan. This Agreement may be signed in counterparts.~~
- C. Additional Participants. The Board may accept additional governmental entities as Participants into the Consortium under terms and financial arrangements that the Board determines just and appropriate. The Board may establish standards for membership in ~~its~~ the Bylaws or may allow Participants to join on a case by case basis. Provided, however,

that in all cases, no new Participant may join the Consortium without the affirmative vote of a majority of the Board.

- D. Withdrawal. Any Participant may withdraw from the Consortium at any time by giving written notice to the Chair of the Board. Consortium dues already paid shall not be refunded to the withdrawing Participant. Unless otherwise approved by the Board, a withdrawing Participant shall have no ownership or interest in a Consortium asset after the date of the withdrawal. ~~To the extent it is able to do so, a~~ Any Participant intending to withdraw from the Consortium shall make its best effort endeavor to advise the Chair of that fact prior to February 1 and the approval of the Consortium's next fiscal year's budget. Participants acknowledge that failure to notify the Consortium in accordance with these procedures may cause financial harm to the Consortium.

#### **Section 7. Dues**

- A. Each Participant ~~of the Consortium~~ shall pay annual dues no later than September 1 of each year sufficient to fund the approved annual budget of the Consortium, as established by the Board, provided, however, that the Board may establish a different payment amount and/or schedule for a Participant upon request from that Participant or upon the Board's own motion.
- B. The dues of each Participant shall be determined annually as follows:
1. Total annual dues for all members shall be set to equal the annual budget for the Consortium, not counting budget items to be funded by fewer than all the Participants as provided in Section 8.C., and taking into account any grants or non-dues monies available to fund the annual budget.
  2. Any grants or non-dues monies obtained by the Consortium may be applied toward the annual budget, thereby reducing the annual dues assessments commensurately.
  3. The Board shall establish the dues obligation of an Associate Member at the time it approves an entity's membership and which amount is subject to any changes set forth in the Bylaws.
  - ~~1.4.~~ Total dues of an Associate Member shall be subtracted from the total annual dues-based budget, described in subsection 7.B.1. above, leaving a budget number to be funded by Full Member dues. Dues shall be set so that the dues of each Full Member reflect its proportional share of that sum based on the following formula:
  2. ~~The total annual dues of Participants that are not water providers shall then be subtracted from the total annual dues-based budget, described in subsection 7.B.1. above, leaving a budget number to be funded by provider dues. Dues shall be set so that the dues of each water provider reflects its proportional share of that sum based on the following formula:~~
    - (a) 50% of the dues shall be allocated proportionally based on the ~~individual provider's Participant's~~ individual Participant's proportional share of the total number of all Participants' Retail Customer Accounts for the prior year;

- (b) 50% of the dues shall be allocated proportionally based on the ~~individual provider's~~ Participant's proportional share of total average daily retail water use (in million gallons per day) in the prior year of all Participants;
  - (c) ~~The changes made to the Consortium's dues formula in FY 2004/05 shall be phased in at 50% in FY 2005/06 and at 100% in FY 2006/07.~~
- C. ~~Minimum dues may be set by the Board to cover costs of adding new Participant as outlined in the Bylaws. The amount of Metro's dues shall be established each year in the Annual Work Plan and budget. Metro's dues may include in-kind contributions.~~
- D. ~~In-kind contributions may be made in lieu of dues if approved by the Board. In-kind contributions must be tracked and quantified. The dues obligation of any additional Participant that is not a water provider shall be established by the Consortium Board at the time it approves an entity's membership.~~
- E. A Participant that fails to pay its assigned dues by September 1, or a time otherwise established by the Board pursuant to Section 7.A. shall be automatically removed as a Participant ~~after two reminders are sent.~~
- F. Upon a majority vote of the Board, ~~a defaulting removed~~ Participant (or a Participant that has previously withdrawn from membership) may be reinstated in the Consortium upon its agreement to pay its dues for the year during which it wishes to rejoin (calculated as if the entity had been a Participant at the time the budget was approved). Upon receipt of such dues by a rejoining Participant, the Board shall ~~add the dues payment to the existing budget for expenditures or carry over to the following year's budget. re-calculate the dues owed by other entities and provide a credit on the next year's dues to Participants who paid more than their total dues as recalculated.~~
- G. If a new entity joins the Consortium as a Participant during an annual dues cycle, its dues and those of the existing Participants shall be calculated as follows:
1. If a new Participant is a Full Member, its dues requirement will be calculated pursuant to Section 7.B. above.
  2. If a new member is an Associate Member, its dues will be determined as provided in Section 7.B.3. above.
  3. The initial year dues for a new Participant joining part way through a ~~fiscal year budget cycle~~ will be pro-rated to reflect partial year membership ~~if more than half-way through the fiscal year.~~
  4. ~~Upon addition of a new Participant part way through a budget cycle, the current year dues for existing Participants will be re-calculated and re-assigned as follows:~~

- (a) ~~The new Participant's initial year dues will be deducted from the total current dues-based budget.~~
  - (b) ~~The remaining budget amount will be allocated to existing members in accordance with the percentage of the budget each Participant was assigned in the current annual budget.~~
  - (c) ~~Existing members shall receive a credit on their next year's dues payment for any amounts they paid as dues that are greater than their revised dues obligation as determined herein.~~
4. New Participants joining at any time after September 1 shall pay their initial year dues within 90 days of signing this Agreement. ~~by the following September or at a time otherwise established by the Board upon admission of the new Participant.~~

**Section 8. Work Plan and Budgeting**

- A. ~~Each year, at the first Board meeting of the calendar year. By February 1 of each year,~~ the Board shall adopt an annual work plan of Consortium activities for the upcoming fiscal year beginning on July 1.
- B. At the same time, the Board shall adopt a budget sufficient to conduct the Consortium's Annual Work Plan. The budget shall also include a calculation of the dues owed by each Participant to fund the budget as provided in Section 7, ~~taking into account any grants or non dues funds available to the Consortium,~~ and a table apportioning the dues to each Participant.
- C. The budget may include special projects that will be funded by fewer than all of the Participants on a voluntary basis.
- D. The Board may amend the budget and the work plan at any time ~~during the year~~ as it deems appropriate except that dues may only be increased annually as provided for in Section 7. Additional expenditures may be permitted so long as there are identified sources of revenue, other than increased dues, for such expenditure(s).
- E. Participants shall provide to Consortium staff the data necessary to calculate the annual dues for budgeting and planning in a timely manner.

**Section 9. Consortium Board**

- A. The ~~Consortium~~ Board shall be made up of one representative from the governing body board, commission, or council of each Full MemberParticipant. Each Participant shall also name an alternate Board representative from its governing body board, commission, or council to serve in case the primary representative cannot. Provided, however, that if the Board Chair does not attend a meeting, the Vice-Chair shall assume the Chair's duties



rather than the Chair's alternate.

- B. Annually, the Board shall elect a Board Chair and a Vice Chair and appoint the Executive Committee in accordance with the provisions in the Consortium Bylaws.
- C. The Board is authorized to: (1) approve the Consortium's annual work plan and budget; (2) ~~approve the Consortium Strategic Plan;~~ (3) set Consortium policy; (34) approve new Consortium-Participants; (5) initiate updates to the Plan as needed; (6) approve minor amendments to the Plan; (7) recommend to Participants' governing bodies major amendments to the Plan (4) recommend water supply, water planning, and regional cooperation actions to Participant governing boards, commissions, or councils, especially, but not limited to, actions to implement the Plan; (5) approve minor amendments to the Plan; (6) recommend to the governing boards, commissions, or councils of the Consortium-Participants major amendments to the Plan; (7) periodically review the Plan comprehensively, on a schedule providing for review at least every five to ten years as needed, commencing with the date upon which the Consortium is formed; (8) recommend to the Participants' governing bodies governing boards, commissions, or councils of the Consortium-Participants amendments to this Agreement; (9) adopt and update the Bylaws; (10) exercise any other powers and authority granted to the Consortium by this Agreement necessary to accomplish the Consortium's purposes.
- ~~C~~D. The Board shall have the authority to designate which amendments to the Plan ~~Amendments~~ are major and which are minor for purposes of determining the process for amendment consideration. Generally, major amendment to the Plan should include revisions to the Plan's policy objectives, resource strategies, or implementation actions which significantly alter Plan direction or would significantly change the implementation strategies. Minor amendments are all other changes to the Plan.
- D. Upon its first meeting, the Board shall elect a temporary Chair and Vice Chair and shall proceed within three months thereafter to adopt such by-laws as it deems advisable, consistent with this Agreement. Consistent with the terms of this Agreement, the by laws shall, at least, (1) establish the offices of Chair and Vice Chair and determine their terms, their general duties, and the method for their election; (2) establish how the Participants' governing boards, commissions, or councils shall notify the Consortium of their appointment of Board members and alternates; (3) establish a method to allow additional entities to join the Consortium; (4) establish a method to determine timing of meetings, provided that the Board must meet at least once a year; (5) establish a process for resolution of disputes among Participants; and (6) establish a method whereby the Board can create subcommittees of itself and other advisory committees or bodies to assist the Board in conducting its business, including a standing "Executive Committee." In creating a Board Executive Committee, the Board shall endeavor to achieve geographic representation and representation from municipalities, districts, and other types of entities that form the Participants' group.
- E. Each year in the annual work plan or its amendments, the ~~The~~ Board may assign such duties or delegate such Board authority as the Board deems advisable to any Participant.

Board committee, the Executive Committee or to the Technical Committee, except that the Board may not delegate the authority (1) to execute intergovernmental agreements, (2) to designate Plan amendments as minor or major, (3) to recommend major Plan Amendments or amendments to this Agreement, (4) to approve the annual work plan and the budget, (5) to approve minor Plan amendments, (6) to approve the admission of Participants to the Consortium, or (7) to dissolve the Consortium.

- F. To be effective, Board actions must be approved by a vote of a majority of the Board at a meeting at which a simple majority of the Board is present.

#### **Section 10. Executive Committee**

- A. The Consortium shall have an Executive Committee, which shall be appointed by the Board and consist of seven Board members, one of which shall be the Board Chair. The Board shall endeavor to appoint Executive Committee members in a manner that achieves geographic representation and representation from municipalities, districts, and other types of entities that form the Consortium.
- B. The Board Chair shall be the Chair of the Executive Committee.
- C. The Executive Committee shall serve to assist the Board in more timely and meaningful policy action as outlined in the Bylaws.
- D. The Executive Committee shall at no time act on behalf of the Board unless specifically authorized by the Board to do so as provided in Section 9.E.
- E. Except for the Board Chair, the term for each Executive Committee member shall be two years, and individuals may serve consecutive terms if re-appointed.
- F. To be effective, Executive Committee actions must be approved by a vote of the majority of the Executive Committee at a meeting at which a simple majority of the Executive Committee is present.

#### **Section 11. Technical Committee**

- A. The Consortium ~~shall have a~~ Technical Committee, which shall be made up of one staff representative appointed by ~~each Full Member, the governing board, commission, or council of each Participant.~~ Each Full Member ~~governing board, commission, or council~~ shall also appoint a Technical Committee representative alternate to serve when the primary representative cannot. Provided, however, that if the Technical Committee Chair does not attend a meeting, the Vice-Chair shall assume the Chair's duties rather than the Chair's alternate.
- B. On an annual basis, the Technical Committee shall elect a Chair and Vice-Chair

C. The Technical Committee shall advise and provide assistance to the Board on any matters falling within the Consortium's purview under this Agreement, and may act upon Board delegation of authority as provided in Section 9.E.F.

~~C. The Technical Committee shall, upon its first meeting, elect a temporary Chair and Vice Chair and shall proceed within three months thereafter to adopt such bylaws for its operation as it deems advisable, consistent with this Agreement. The by-laws shall, at least, (a) establish the offices of Chair and Vice Chair and determine their terms, their general duties, and the method for their election; (b) establish how the Participants' governing boards, commissions, or councils shall notify the Consortium of their appointment of Technical Committee members and alternates; (c) establish a method to determine timing of meetings, provided that the Technical Committee must meet at least three times a year; and (d) establish a method whereby the Technical Committee can create subcommittees of itself and other advisory committees or bodies to assist the Technical Committee in conducting its business.~~

D. The Technical Committee under the provisions of any agreement or contract to provide staff shall supervise Consortium staff and assume the responsibility to draft proposed work plans, budgets, annual and other reports, plan amendments, and implementation proposals for submission to the Board or Executive Committee as appropriate.

E. To be effective, Technical Committee actions must be approved by a vote of a majority of the Technical Committee at a meeting at which a simple majority quorum of two-thirds of the Technical Committee is present.

#### **Section 12. Dispute Resolution**

It is the intention of the Participants to limit the issues available for dispute resolution. The issues raised must be related to interpretation of the express terms of this Agreement. No issues related to water supply development or program development by individual Participants members may be raised. Any such dispute shall, if possible, be resolved through the use of a mandatory, but non-binding dispute resolution mechanism established by the Board through the Bylaws.

#### **Section 13. Duration and Dissolution**

This Agreement shall remain in effect, subject to the following: (1) any Participant may withdraw at any time as provided in this Agreement; (2) should all but one Participant withdraw, the Agreement shall end and the Consortium shall be dissolved; (3) the Agreement may be ended and the Consortium dissolved by a vote of the Board (4) remaining funds shall be distributed in accordance with the Bylaws.

#### **Section 14. Legal Liability**

Participants agree to share any costs or damages, including reasonable attorney's fees, from third party actions against the Consortium. The obligation shall apply to any entity that was a Participant in the Consortium at the time the liability arose or the cause of action accrued.

Payment obligations shall be proportional to the dues of each entity. Participants agree to assist and cooperate in the defense of such an action. Settlement of any action that would impose an obligation to pay upon the Participants under this provision must be approved by a majority of the Board. The obligation under this Section 14 shall survive that Participant's withdrawal from the Consortium, termination of this Agreement, or dissolution of the Consortium.

**Section 15. Oregon Law and Forum**

- A. This Agreement shall be construed according to the law of the State of Oregon.
- B. Any litigation between the Participants under this Agreement or arising out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

**Section 16. Public Notification**

Meetings of the Consortium The Board, the Executive Committee, and the Consortium Technical Committee, and any subcommittees of those bodies shall be considered open ~~public bodies for the purposes of Oregon's public meetings laws meetings~~ as provided by ORS Chapter 192 ~~law~~. Other committees or sub-committees are subject to ORS Chapter 192 only as applicable.

**Section 17. Agreement Amendment**

Amendments to this Agreement shall be recommended by the Board and shall be effective when authorized by the governing body ~~board, commission or council, as the case may be,~~ of every Participant.

**Section 18. Indemnification**

Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 7, and Oregon Tort Claims Act, ORS 30.260 through 30.300, each Participant shall indemnify, defend, and hold harmless the Consortium and other Participants from and against all liability, loss and costs arising out of or resulting from the negligent or intentionally wrongful acts of the indemnifying Participant, their governing bodies, officers, employees, and agents in the performance of this Agreement.

**Section 19. Severability**

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

**Section 20. No Third-party Beneficiaries**

The Participants are the only parties to this Agreement and as such are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

**Section 21. Merger Clause**

This Agreement constitutes the entire agreement between the Participants. No waiver, consent, modification or change of terms of this Agreement shall bind a Participant unless in writing and signed by the affected Participants. Such waiver, consent modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written not specified herein regarding this Agreement.

**Section 21. Counterparts**

This Agreement may be signed in counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The Participants agree that any Participant may execute this Agreement, including any Agreement amendments, by electronic means, including the use of electronic signatures.

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**PHASE 2  
of the  
REGIONAL WATER SUPPLY PLAN**

**PARTICIPANTS:**

~~City of Beaverton  
Canby Utility Board Clackamas River Water City of Gladstone Damascus Water District City of Fairview  
City of Gresham  
City of Hillsboro Utilities Commission City of Forest Grove  
City of Lake Oswego  
Metro  
City of Milwaukie  
Mt. Scott Water District Oak Lodge Water District City of Portland  
Raleigh Hills Water District Rockwood Water  
City of Sandy  
City of Sherwood  
South Fork Water Board: City of Oregon City/City of West Linn  
City of Tigard Water Department City of Troutdale  
City of Tualatin  
Tualatin Valley Water District West Slope Water District  
City of Wilsonville  
City of Wood Village~~



# City of Gladstone Staff Report

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Report Date: April 2, 2024  
Meeting Date: April 9, 2024  
To: Gladstone City Council  
From: Jacque M. Betz, City Administrator  
John Schmerber, Police Chief  
Darren Caniparoli, Public Works Director

## AGENDA ITEM

Consider approval of an intergovernmental agreement between Clackamas County and the City of Gladstone for debris removal and disposal during an emergency declaration.

## HISTORY/BACKGROUND

Clackamas County has a contract for debris removal, debris disposal and debris monitoring services, and they have reached out to all local jurisdictions in Clackamas County to extend these services during an emergency. Below is a list of questions and answers the County provided in regards to the requirements of the intergovernmental agreement (IGA).

1. **If the local jurisdiction signs the IGA, do they have to use it?** No we can use whatever process we want.
2. **Can the local jurisdiction use the IGA for debris monitoring and removal for local disasters that do not rise to a state or federal disaster declaration?** Yes, but this is discouraged as local effort may be more efficient.
3. **Does a local jurisdiction have to wait for a state or federal disaster declaration to begin work?** No, a state or federal disaster declaration is not required before work can begin.
4. **Can a local jurisdiction get out of the IGA after work begins?** Yes, with 30-day notice to the County Debris Manager.
5. **Are there benefits to using the County Debris IGA?** Yes, benefits include rapid mobilization, quality contractors, rapid recovery, improved changes for FEMA reimbursement, and frees up time for other actions.
6. **How often will the County invoice the local jurisdiction?** Every 30 days (may depend on event duration).
7. **How will the County know whose debris is being collected?** The contractors will geotag the location of debris to the best extent possible. That will determine billing to cities and special districts.



8. **Can the local jurisdiction obtain monitoring services but no removal?**  
Not at this time.
9. **Can the local jurisdiction obtain removal services but no monitoring?**  
Not at this time.
10. **Can the local jurisdiction prioritize locations for debris removal?** Yes, this is encouraged.
11. **Who is the Project Manager (PM) for the contracts and Task Orders?**  
The County Debris Manager.
12. **Will Task Orders include a cost estimate and Not-to-Exceed dollar limit?** Yes, the Task Order will include both.
13. **Who oversees the contractor field implementation?** County Transportation Engineers.
14. **Can the contractor remove non-eligible debris?** No. Only FEMA eligible debris will be removed via this IGA.
15. **Who requests Public Assistance (PA) reimbursement from FEMA?**  
Each jurisdiction will do their own request for PA.
16. **By using these contracts is PA reimbursement assured?** No, however the contracts were completed and awarded FEMA regulations and have a high likelihood of success.
17. **Does the removal contract include debris clearance, such as road clearance?** Yes, if it is required.
18. **What happens if human remains are encountered?** There will be a temporary site shutdown in that area and immediate notification of the Office of the Medical Examiner.
19. **What happens if pet remains are encountered?** There will be a temporary site shutdown in that area and opportunity for owner to recover the remains if it is safe to do so.
20. **What happens if firearms are encountered or recovered?** They will be turned over to law enforcement.
21. **Can residents be inside the work zone while debris is being removed?**  
No, crews will shut down the site.
22. **Can residents observe the work zone and ask for special items to be recovered?** Potentially. The County Debris Manager will make a determination on a case-by-case basis.
23. **With so many cities and districts, FEMA, etc. how will the County facilitate coordination?** The County Debris Manager will establish an operations meetings schedule for coordination.

## OPTIONS

- The City Council can choose to approve the IGA with Clackamas County.
- The City Council can choose to not approve the IGA and the City will coordinate debris removal internally and/or with Gladstone Disposal.

**COST IMPACT**

- The cost impact depends on the magnitude of the emergency and debris. The City will also have the option not to use Clackamas County and manage the removal on its own or through Gladstone Disposal. If an emergency declaration is made the City will also be able to recover costs for the removal from FEMA.

**STAFF RECOMMENDATION**

Consider approval of an intergovernmental agreement between Clackamas County and the City of Gladstone for debris removal and disposal during an emergency declaration.

  
Department Head  
Signature      Date 4/3/24

  
City Administrator  
Signature      Date 4-3-24

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY  
AND CITY OF GLADSTONE**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and City of Gladstone ("City/District"), an Oregon municipal government formed under Oregon Revised Statutes Chapter 221, collectively referred to as the "Parties" and each a "Party."

**RECITALS**

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

Oregon Revised Statutes ("ORS") 401.305 to 401.335 confers authority upon local governments to declare and respond to emergencies.

County has a contract for debris monitoring services for when an emergency is declared, and these services are required. County also has a contract for debris removal and disposal for when an emergency is declared, and these services are required. Both contracts provide that the monitoring, removal and disposal services may be provided to City/District upon request.

City/District desires the County's contractors to perform disaster debris monitoring, removal and disposal within the City/District jurisdictional boundaries upon request by the City/District.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**TERMS**

1. **Term.** This Agreement shall be effective upon execution and shall expire upon the completion of each and every obligation of the Parties set forth herein, or (term no longer than 5 years recommended), whichever is sooner.
2. **Scope of Work.** (Task Order \_\_ for debris monitoring, and Task Order \_\_ for debris removal and disposal and all amendment) or (This is an on-call agreement and shall be activated by Task Orders describing the work to be performed in substantially the form as attached as Appendix A to this agreement.) City/District will review and approve, by a person with authority to sign for City/District, all task orders and amendments prior to County signing and presenting to contractor.
3. **Payment.** The City/District agrees to pay County, from available and authorized funds for work performed by County's contractors pursuant to this Agreement. The County's contractors will prepare monthly invoices which County shall submit to City/District for Work performed on City/District's behalf. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to County by City/District following City/District's review and approval of invoices. All invoices must be paid within thirty (30) days. Any dispute regarding an invoice or payment shall be resolved as provided in Section 11.E (Dispute Resolution).

**4. County Obligations.**

- A. Manage contract with debris monitoring, and debris removal and disposal contractors following declaration of a state of emergency.
- B. Prepare Task Orders and amendments for City/District review for disaster debris monitoring, removal and disposal, performed within the boundaries of the City/District.
- C. Invoice the City/District for disaster debris monitoring, removal and disposal work performed by the County contractor(s) on City/District property and rights of way.
- D. Provide operational updates on the status of disaster debris removal operations to include completed areas of disaster debris removal and estimated completion timelines of the remaining areas.

**5. City/District Obligations.**

- A. Review and approve Task Orders and Amendments as described in Section 2 and Appendix A of this Agreement.
- B. Provide a field liaison, to identify FEMA reimbursement eligible work for County's disaster debris monitoring, removal and disposal contractors.
- C. Supply administrative support to assist in documenting debris removal, reduction and disposal efforts in a timely manner.
- D. Pay invoices as required by section 3 above.
- E. Seek reimbursement directly from FEMA for eligible work.
- F. Assist the County in public outreach to inform residents on the proper way to segregate and place disaster debris on the right of way, and to provide residents the status of disaster debris removal operations.

**6. Representations and Warranties.**

- A. *City/District Representations and Warranties:* City/District represents and warrants to County that City/District has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of City/District enforceable in accordance with its terms.
- B. *County Representations and Warranties:* County represents and warrants to City/District that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**7. Termination.**

- A. Either the County or the City/District may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. The County or the City/District shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- C. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable

administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source.

- D. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

**8. Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City/District, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City/District agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City/District or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City/District has a right to control.

- 9. **Insurance.** The City/District agrees to furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, City/District shall provide documentation to the County of City/District's self-insured status by completing the Self-Insurance Certification form provided by the County.

- 10. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

A. [redacted] or their designee will act as contact for the County.

**Contact Information:**

[insert info]

B. \_\_\_\_\_ or their designee will act as contact for the City/District.

**Contact Information:**

[Insert info]

**11. General Provisions.**

A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and City/District that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County 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 County 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. City/District, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.

C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement 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, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

D. **Access to Records.** The Parties shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. The Parties shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, the Parties shall

permit the other Parties' authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.

- E. **Dispute Resolution.** Any dispute arising under this Agreement shall be resolved by prompt and cooperative communication between County and City/District staff. In the event staff are unable to resolve the conflict, the County Administrator shall timely meet with the City/District Manager to resolve the dispute. If the Administrator and Manager are unable to resolve the conflict, the Parties may seek all available legal remedies as provided in Section 11.A of this Agreement.
- F. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- G. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- H. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- I. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- J. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- K. **No Third-Party Beneficiary.** City/District and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement 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 this Agreement.

- L. **Subcontract and Assignment.** City/District shall not assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any assignment shall not relieve City/District of any of its duties or obligations under this Agreement.
- M. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- N. **Survival.** All provisions in Sections 6, 8, and 11 (A), (C), (D), (F), (G), (H), (I), (K), (P), and (S) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- O. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- P. **Time is of the Essence.** City/District agrees that time is of the essence in the performance this Agreement.
- Q. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- R. **Force Majeure.** Neither City/District nor County shall be held responsible for delay or default caused by events outside of the City/District or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, City/District shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- S. **Confidentiality.** City/District acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by City/District or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). City/District agrees to hold Confidential Information in strict confidence, using at least the same degree of care that City/District 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 Agreement.



T. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

**Signatures on following page.**

**IN WITNESS HEREOF**, the Parties have executed this Agreement by the date set forth opposite their names below.

**Clackamas County**

**[City/District Name]**

\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
[name/title]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Appendix A - Sample Task Orders



<b>Task Order #</b>	
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### TAB 6. Debris Removal – Sample Task Order

Contractor:	AshBritt, Inc	County Contract #:	4669
Contractor Project Manager:	Rob Ray	Phone:	(954) 868-9502
PM Email:	rray@ashbritt.com		

Requesting Department/Entity:			
Contract Administrator:	Daniel Nibouar	Phone:	503-650-3381
Admin. Email:	DNibouar@co.clackamas.or.us		

Project Name:	Generic Disaster – Debris Removal	Project No.	
Account String:			
<input type="checkbox"/> Optional – Payment will be made by Procurement Card (encumbrance will not be created)			

This Task Order is entered into between Contractor and Clackamas County on behalf of its above referenced Department, and when fully executed, authorizes Contractor to provide the services described below for the above referenced Project. The services to be performed under this Task Order shall be performed in accordance with all terms and conditions of the above referenced County Contract between the parties and the below detailed scope of work. Nothing contained in this Task Order may modify or amend the County Contract. All invoices shall reference the Task Order Number.

**Scope of Work: (may be limited or expansive role depending on event).**

Contractor to provide on-scene debris sorting, collection, removal and disposal IAW contract.

**Deliverables: (select those that apply – add additional as needed)**

1. Perform on-scene debris removal and disposal assessment.
2. Examine debris to determine whether or not debris is eligible (per FEMA guidance).
3. Load eligible debris into appropriate trucks and trailers.
4. Haul eligible debris to approved recycling, reuse or disposal facilities.
5. Reduce or recycle debris as is practicable.
6. Dispose of debris at a Debris Management Site or landfill.
7. Assist the County with debris-related public information messaging.

**Schedule:** Period of performance (specify).

**Compensation:** Payment for all work under this Task Order shall not exceed the total maximum sum of \$ .

**Additional Requirements:** N/A

**Authorization to Proceed:**

AshBritt, Inc

Clackamas County

\_\_\_\_\_  
Authorized Signature

Date

\_\_\_\_\_  
Dept. Contract Administrator

Date

\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Dept. Director/Deputy

Date



Task Order #	
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**TAB 4. Debris Monitoring - Sample Task Order**

Contractor:	Tetra Tech, Inc	County Contract #:	
Contractor Project Manager:		Phone:	
PM Email:			

Requesting Department/Entity:			
Contract Administrator:	Daniel Nibouar	Phone:	503-650-3381
Admin. Email:	DNibouar@co.clackamas.or.us		

Project Name:	Generic Event - Debris Monitoring	Project No.:	
Account String:			
<input type="checkbox"/> Optional – Payment will be made by Procurement Card (encumbrance will not be created)			

This Task Order is entered into between Contractor and Clackamas County on behalf of its above referenced Department, and when fully executed, authorizes Contractor to provide the services described below for the above referenced Project. The services to be performed under this Task Order shall be performed in accordance with all terms and conditions of the above referenced County Contract between the parties and the below detailed scope of work. Nothing contained in this Task Order may modify or amend the County Contract. All invoices shall reference the Task Order Number.

**Scope of Work: (may be limited or expansive role depending on event).**

Contractor to provide a disaster debris monitoring team to Clackamas County and perform assessments and/or monitoring of debris on the Clackamas County Right-of-Way (ROW). On request debris assessments may also include incorporated areas and special districts within the county. Contractor to also provide general technical assistance to the County Debris Management Team (DMT) by providing information, reports, briefing documents and other related assistance.

**1. Deliverables: (select those that apply – add additional as needed)**

- a. Provide preliminary debris estimate by type, volume and location
- b. Review draft task orders for debris removal and other related documents
- c. Assist the County with debris-related public information messaging.
- d. Development of a Disaster-specific Debris Monitoring Plan.
- e. Implementation of an Automated Debris Management System (ADMS).
- f. Debris Removal Contractor truck & trailer measurement, certification, marking & tracking.
- g. Debris Removal Contractor equipment registry and tracking.
- h. Debris Removal Contractor Quality Assurance field monitoring.
- i. Debris Removal Contractor trip ticket management.
- j. Debris Removal Contractor invoice review and reconciliation.
- k. Debris Removal Contractor complaint resolution.
- l. Preparation of debris removal progress reports.
- m. Documentation to support Federal cost reimbursement.

**2. Schedule:** Period of performance (specify).

**3. Compensation:** Payment for all work under this Task Order shall not exceed the total maximum sum of \$ .

**4. Additional Requirements:** N/A

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**Authorization to Proceed:**

Tetra Tech, Inc

Clackamas County

\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Dept. Contract Administrator                      Date

\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Dept. Director/Deputy                      Date



**BUSINESS  
CARRIED  
FORWARD**





## City of Gladstone Staff Report

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Report Date: April 2, 2024  
Meeting Date: April 9, 2024  
To: Gladstone City Council  
From: Jacque M. Betz, City Administrator

### AGENDA ITEM

Gladstone Diversity, Equity, Inclusion Engagement and Planning

### HISTORY/BACKGROUND

Communications and Engagement is an adopted City Council goal. Its purpose is to build trust with the community, enhance engagement with the community, and increase involvement for all. Staff will work with the community to determine what cultural events and celebrations we should focus on and how we can best support them.

The staff also created a Diversity, Equity, Inclusion, and Multicultural Calendar (Thank you, Marci Jory and Michelle Prusso) to recognize essential days/events in 2024. The packet includes an outline of the events and how the City intends to promote them.

### STAFF RECOMMENDATION

This is for informational purposes. However, the staff is interested in hearing from the City Council on additional ideas if they are inclined to share.

Department Head  
Signature      Date

  
City Administrator  
Signature      Date 4-3-24



## **DEI ENGAGEMENT AND PLANNING**

### Dates:

- January
  - 16th MLK Birthday
- February
  - Black History Month
- March
  - Women's History Month
- April
  - Arbor Day
  - 22nd Earth Day
- May
  - Mental Health Awareness Month
- June
  - LBGTQIA+ Pride Month
  - 19th Juneteenth National Independence Day
- September
  - Hispanic Heritage Month
- October
  - 9th Indigenous People's Day
  - 10th Mental Health Awareness Day
- November
  - National Native American Heritage Month
- December
  - Diwali or others?

### **Overview:**

In addition to utilizing community engagement to determine which ways the Gladstone Community would best like to recognize underrepresented and marginalized communities, staff will create a plan to recognize the listed dates both internally and externally in Gladstone.

### **Social Media**

- Use Canva to create graphics
- To be batched quarterly
  - Graphic
  - verbiage
- Save draft in Meta with language to be posted.

## **City of Gladstone Website**

### **Community Newsletter**

- Short article/engagement piece will be submitted for the Gladstone Newsletter to Hayley Kratz by the 18th of the preceding month.

### **Business Newsletter/Communication:**

- Quarterly, a business-related newsletter communication will be sent out to Gladstone Businesses with upcoming DEI and other holidays with suggestions on how to get involved or otherwise use their platforms to recognize. This can be both good for businesses to plan ahead and be thinking about these dates and good for customer engagement.

### **Gladstone Community Center**

- Interactive display to be planned during the preceding month.
  - Books
  - A/V displays
  - Posters
- Consider inviting speakers or planning events occasionally

### **Partners:**

- Seek out DEI work being done both inside and outside Gladstone to share with the Gladstone community.
  - Clackamas Community College
  - The Living Room
  - Local Schools
  - Clackamas County
  - Other non-profit organizations and municipalities

### **Community Engagement**

- Survey Development
- What have other communities done?
- What has worked/not worked?
- Goal:
  - Determine what the Gladstone community would like to prioritize for recognition and how this could be planned.
  - Start small, share what others are doing already.



**BUSINESS  
CARRIED  
FORWARD**



# City of Gladstone Staff Report

---

Report Date: April 2, 2024  
Meeting Date: April 9, 2024  
To: Gladstone City Council  
From: Jacque M. Betz, City Administrator

## AGENDA ITEM

Clackamas County Supportive Housing Services Funding for City-led Homeless Services Initiatives.

## HISTORY/BACKGROUND

The City of Gladstone (in conjunction with the Gladstone School District and Northwest Family Services) submitted an application to Clackamas County for Supportive Housing Services Funds for the City-led Homeless Services Initiative. Specifically, the request was for \$262,717 for three-years of operational funds to sustain and grow the Gladstone Food Pantry. The Clackamas County Supportive Housing Services Initiative's intent is to improve coordination, and collaboration, increase geographical distribution of services, and support local leaders in tailoring approaches to addressing housing insecurity and homelessness that best suit their communities. This week, the Board of County Commissioners awarded the funding for the application.

The City of Gladstone, the Gladstone School District, and Northwest Family Services, work in partnership with the Oregon Food Bank to address the social determinant of health by providing nutritional support services through the operation of the Gladstone Food Pantry which supplies free, healthy, culturally preferred and diet specific foods for those who experience emergency and ongoing food insecurity issues.

In the spring of 2023, the City received notice that the Gladstone Food Pantry's funding would end in June and that the reserve funds had been depleted. The City met with the Gladstone School District and Northwest Family Services, and the three entities agreed to split the budget cost to keep the food pantry open for one more year (through June 2024). This was a one-time financial commitment to help families in our community struggling financially, save money they would have otherwise spent on groceries or buying meals, and keep them housed. The three entities also committed to finding long-term funding solutions, which led to the City applying for funds through the Clackamas County Supportive Housing Services Initiative.

The Gladstone Food Pantry is a program and a lifeline for our community. It extends its services to the school-based pantries, Tukwila Springs, and the Gladstone Community Center, making a tangible difference in the lives of many. We express our heartfelt gratitude to the staff and Board at Clackamas County for their funding, which ensures the continuity of this invaluable program.



Investing in our community will prevent homelessness and provide sustenance to our most vulnerable families, allowing them to focus on other aspects of life.

**STAFF RECOMMENDATION**

This is for informational purposes.

Department Head  
Signature      Date

*Jacqueline M. Betz*  
City Administrator  
Signature      Date 4-3-24

**PRELIMINARY  
CITY COUNCIL  
AGENDA  
PLANNING  
DOCUMENT**



<b>April 23, 2024</b> <b>City Council Work Session</b> <b>5:30 PM</b>		
<b>Joint meeting with Planning Commission</b>	Climate Friendly & Equitable Communities Related to Oregon Administrative Rule (OAR) 66-012-0012 Parking Reform	PC Austin/CA Betz
<b>May 14, 2024</b> <b>City Council Regular Meeting</b> <b>6:30 pm</b>		
	<ul style="list-style-type: none"> <li>• Financials</li> <li>• Legal costs on projects</li> <li>• Minutes from previous Council meetings</li> <li>• Department Head Monthly Reports (April 2024)</li> </ul>	
<b>Report</b>	Clackamas Fire District	
<b>Tent</b>	Presentation from Central City Concern Program/Law Enforcement Assisted Diversion (LEAD Program)	CA Betz/PC Schmerber
	Consider approval of the Community Festival Agreement with Gladstone Oaklodge Rotary	CR Bannick/Gladstone Oak Lodge 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
<b>May 22, 2024</b> <b>City Council- School Board Meeting</b> <b>5:30 PM</b>		
	School District will host the meeting.	
<b>May 28, 2024</b> <b>City Council Work Session</b> <b>5:30 pm</b>		
	Community School Program IGA with Gladstone School District	

	Use of ARPA funds	
<b>June 11, 2024</b> <b>City Council Regular Meeting</b> <b>6:30 pm</b>		
	<ul style="list-style-type: none"> <li>• Financials</li> <li>• Legal costs on projects</li> <li>• Minutes from previous Council meetings</li> <li>• Department Head Monthly Reports (May 2024)</li> </ul>	
<b>Report</b>	Clackamas Fire District	
<b>June 25, 2024</b> <b>City Council Work Session</b> <b>5:30 PM</b>		
	Update on Work Plans from Boards, Committees, and Commissions; <ul style="list-style-type: none"> <li>• Parks and Recreation Board (Darren)</li> <li>• Community Center Advisory Board (Jacque &amp; Michelle)</li> <li>• Planning Commission (Tami)</li> <li>• Traffic Safety Commission (John)</li> </ul>	
<b>July 9, 2024</b> <b>City Council Regular Meeting</b> <b>6:30 PM</b>		
	<ul style="list-style-type: none"> <li>• Financials</li> <li>• Legal costs on projects</li> <li>• Minutes from previous Council meetings</li> <li>• Department Head Monthly Reports (June 2024)</li> </ul>	
	Update on City Council Goals	
	Update the Master Fee Schedule (system development fees for ADUs, middle housing), WES, Oak Lodge Water Services, NCCWC	PWD Caniparoli, FC Brucker

<b>July 23, 2024</b>		
<b>City Council Work Session</b>		
<b>5:30 PM</b>		
	Advisory Tree Board discussion on proposed Tree Ordinance	PWD Caniparoli/CA Betz
<b>August 13, 2024</b>		
<b>Regular City Council Meeting</b>		
<b>6:30 PM</b>		
	<ul style="list-style-type: none"> <li>• Financials</li> <li>• Legal costs on projects</li> <li>• Minutes from previous Council meetings</li> <li>• Department Head Monthly Reports (July 2024)</li> </ul>	
<b>August 27, 2024</b>		
<b>City Council Work Session</b>		
<b>5:30 PM</b>		
<b>September 10, 2024</b>		
<b>Regular City Council Meeting</b>		
<b>6:30 PM</b>		
	<ul style="list-style-type: none"> <li>• Financials</li> <li>• Legal costs on projects</li> <li>• Minutes from previous Council meetings</li> <li>• Department Head Monthly Reports (August 2024)</li> </ul>	
	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

<b>September 24, 2024</b> <b>City Council Work Session</b> <b>5:30 PM</b>		
<b>October 8, 2024</b> <b>City Council Regular Meeting</b> <b>6:30 PM</b>		
	<ul style="list-style-type: none"> <li>• Financials</li> <li>• Legal costs on projects</li> <li>• Minutes from previous Council meetings</li> <li>• Department Head Monthly Reports (September 2024)</li> </ul>	
<b>Public Hearing</b>	Consider approval of Climate Friendly & Equitable Communities Policy on parking reform	
	Consider approval of an ordinance to approve a Tree Ordinance in the Gladstone Municipal Code	PC Austin/CA Betz
<b>October 22, 2024</b> <b>City Council Work Session</b> <b>5:30 PM</b>		
<b>November 12, 2024</b> <b>City Council Regular Meeting</b> <b>6:30 PM</b>		
	<ul style="list-style-type: none"> <li>• Financials</li> <li>• Legal costs on projects</li> <li>• Minutes from previous Council meetings</li> <li>• Department Head Monthly Reports (October 2024)</li> </ul>	
	Consider approval of the Capital Improvement Plan (CIP)	PWD Caniparoli/CA Betz

Gladstone City Council Preliminary Agendas

<b>November 26, 2024</b>		
<b>City Council Work Session</b>		
<b>5:30 PM</b>		
<b>December 10, 2024</b>		
<b>City Council Regular Meeting</b>		
<b>6:30 PM</b>		
	<ul style="list-style-type: none"> <li>• Financials</li> <li>• Legal costs on projects</li> <li>• Minutes from previous Council meetings</li> <li>• Department Head Monthly Reports (November 2024)</li> <li>• Certify election results</li> </ul>	
	Jacque out of office	
<b>December 24, 2024</b>		
<b>City Council Work Session</b>		
<b>5:30 PM</b>		
	Break for Holidays	
<b>To Be Set</b>		
	Acceptance of Oregon Parks and Recreation Committee Grant for the paved loop trail at the Gladstone Nature Park	CA Betz/PWD Caniparoli
	Consider approval of a contract with Clackamas County for Behavior Health Mobile Crisis position in the Gladstone Police Department	PC Schmerber