

**GLADSTONE CITY COUNCIL MEETING
CITY HALL COUNCIL CHAMBERS
June 11, 2019 – 6:30 PM**

6:30 p.m.

CALL TO ORDER
ROLL CALL
FLAG SALUTE

AGENDA ADDITIONS OR CORRECTIONS

PRESENTATION: Oregon Impact Presentation to Crossroads Café' –Rich Clark

PRESENTATION: United States Census 2020 Presentation – Sarah Bushore

PRESENTATION: The Children's Golf Course

CONSENT AGENDA:

1. Approval of May 14, 2019 Regular Meeting Minutes
2. Approval of April Bank Balances
3. Budget Report for Period ending 04-30-2019
4. Approval of April Check Register
5. Legal Costs on Projects
6. Department Head Monthly Reports for May 2019 (no Municipal Court due to vacation)
7. Resolution 1163 - A Resolution Adopting a Revised Master Fee Schedule and Repealing Resolution 1154
8. Approval of a Public Improvement Contract for 2019 Pavement Management Program Slurry Seal Project to Blackline, Inc.
9. Approval of Amendments to Intergovernmental Agreement (IGA) between Clackamas County Department of Health, Housing & Human Services Community Development Division and City of Gladstone – E. Clarendon Street Project

CORRESPONDENCE – none

**10. AMERICAN FEDERAL OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
COLLECTIVE BARGAINING AGREEMENT**

Consider approval of the AFSCME and City of Gladstone Collective Bargaining Agreement for July 1, 2019 through June 30, 2021.

PUBLIC HEARINGS AND REGULAR AGENDA:

11. RESOLUTION 1159 – BUDGET TRANSFERS FOR 2018 – 2019

Consider approving Resolution 1159 – Budget Transfers for 2018-2019

**12. RESOLUTION 1160 – A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE
STATE REVENUE SHARING**

Consider approving Resolution 1160 – A Resolution Declaring the City's Election to Receive State Revenue Sharing

**13. RESOLUTION 1161 – A RESOLUTION CERTIFYING PROVISION OF FOUR OR MORE
SERVICES FOR STATE SHARED REVENUES FISCAL YEAR (FY) 2019-2021**

Consider approving Resolution 1161 – A Resolution Certifying Provision of Four or More Services for State Shared Revenues for FY 2019-21

14. RESOLUTION 1162 – A RESOLUTION ADOPTING THE BIENNIUM BUDGET AND SETTING THE TAX RATE FOR FISCAL YEAR (FY) 2019-21 – (Budget attached separately)
Consider approving Resolution 1162 – A Resolution Adopting the Biennium Budget and Setting the Tax Rate for FY 2019-21

ADJOURN TO URBAN RENEWAL AGENCY MEETING

15. APPROVAL OF FEBRUARY 12, 2019 MEETING MINUTES

16. RESOLUTION UR-69 – A RESOLUTION ADOPTING THE URBAN RENEWAL AGENCY BUDGET FOR BIENNIAL YEARS 2019-2021 (Budget attached separately)
Consider approving Resolution UR-69 – Adopting the Urban Renewal Agency Budget for Biennial Years 2019-2021

ADJOURN

RECONVENE TO REGULAR AGENDA

BUSINESS CARRIED FORWARD - None

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 Monthly Activity Reports

ADJOURN

Upcoming Meeting Dates:

- July 9, 2019 – Regular City Council Meeting, 6:30 p.m. City Hall Council Chambers

PRESENTATION

The Road to 2020 and the City of Gladstone

Sarah Bushore
Partnership Specialist
US Census Bureau
June 2019

Why We Do a Census

- Article 1, Section 2 of the US Constitution

The actual Enumeration shall be made within three Years after the first Meeting of the Congress of the United States, and within every subsequent Term of ten Years, in such Manner as they shall by Law direct.

- Key Purpose is Apportioning the 435 seats belonging to the US House of Representatives.

2016 Funding

- Total funding to all 50 states - \$883 Billion
- **Oregon's Share - \$13.5 Billion**
- Oregon's per capita estimate - \$3,200

2020 Census Goal



Our Challenge:

- By September 2020, throughout the U.S., we will count approximately 330 million people living in 140 million housing units in order to obtain a complete and accurate count.
- In Oregon, using July 2018 estimates, we expect there are 4.2 million people living in 1.8 million housing units that will need to be counted.

New Ability to Self Respond Starting March 12, 2020

- Internet
- Phone
- Paper



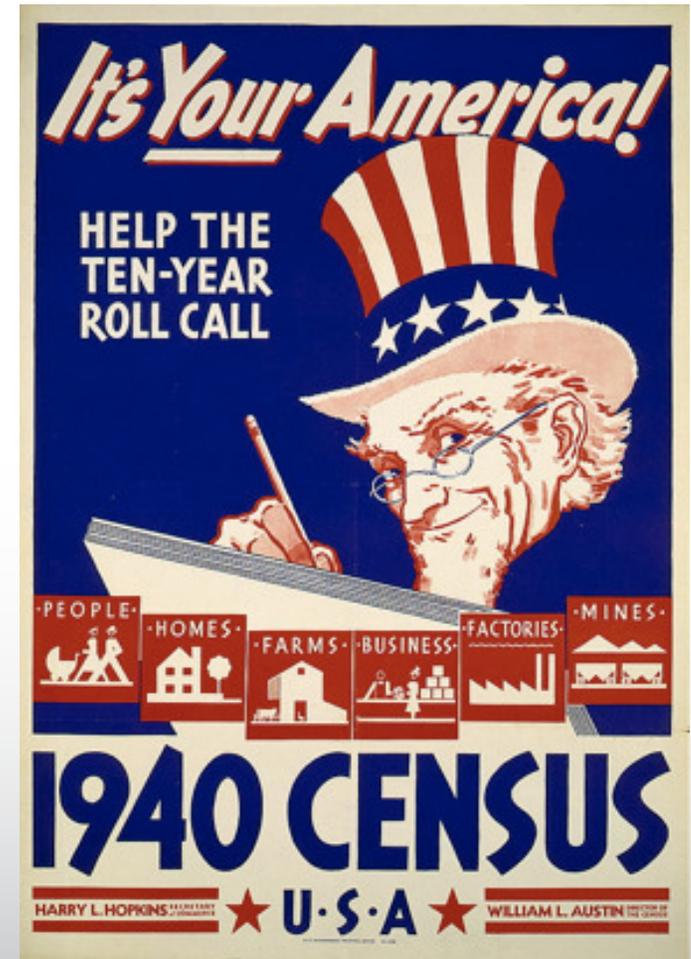
Or traditional in-person interview

Languages

Internet Self-Response	Paper Form	Questionnaire Help	Enumerators, Mailed Items	Language Card and Guides
English Spanish Chinese (Simp.) Vietnamese Korean Russian Arabic Tagalog Polish French Haitian Creole Portuguese Japanese	English Spanish	13 languages Plus TDD	English Spanish	59 languages Plus ASL Plus Braille Plus Large Print

What Do We Ask?

1. Address
2. Phone Number
3. Count of Each Person At That Address
4. Name
5. Gender
6. Age and Date of Birth
7. Race
8. Hispanic, Latino or Spanish Origin
9. Whether Someone Lives Somewhere Else
10. Relationship
11. Citizenship *



Private and Confidential

- Only aggregate data reported
- Prohibited by law from releasing personal information to any person or organization
USC Title 13
- Life-time oath by all Census Bureau employees
- Penalties for wrongful disclosure: Up to 5 years imprisonment and/or a fine of \$250,000



Hard-to-Count Populations

- **Seniors**
- **Renters**
- **Children younger than 5**
- **Homeless**
- **Migrant workers**
- **Foreign-born/Immigrants**
- **Internet Concerns**

Population

2018 Census Estimates

State of Oregon 4,190,713

Clackamas County 416,075

2017 American Community Survey Estimate

City of Gladstone has a population of 11,936
and 5,036 Housing Units

Seniors

Those 62 or Older

2017 ACS 2,446 20.5%

Issues:

- Physical Isolation
- Mental Health
- Feeling they don't matter
- Access or ability to use the internet

Children Under the Age of Five

2017 ACS 440 3.7%

Issues:

- Split Custody
- Children living in age restricted housing
- Byproduct of parents not responding

Renters

2017 ACS Renters 39.4% Owners 60.6%

Issues:

- More Transient/Frequent Movers
- Less Community Involvement?
- Apathy?

The Homeless Count

In Clackamas County, using Point in Time (PIT) statistics of individuals living in sheltered and non-sheltered environments .

2017 - 497 2015 - 494

Using 2010 Census data, there were no homeless individuals living in the City of Gladstone, 22 homeless individuals living in Clackamas County and 3,024 in Oregon.

Migrant Workers Clackamas County

Using OSU info from June 2018, they estimate there were 2,062 individuals working in migrant jobs throughout Clackamas County and 28,940 living in Oregon in 2017.

This figure does not include family members who may accompany the worker.

Foreign Born Residents

<i>Naturalized Citizens</i>	376
<i>Not a US Citizen</i>	439
Total Foreign Born	815*

Issues:

- Language
- Fear
- Unaware of Constitutional Requirement

* 2017 American Community Survey

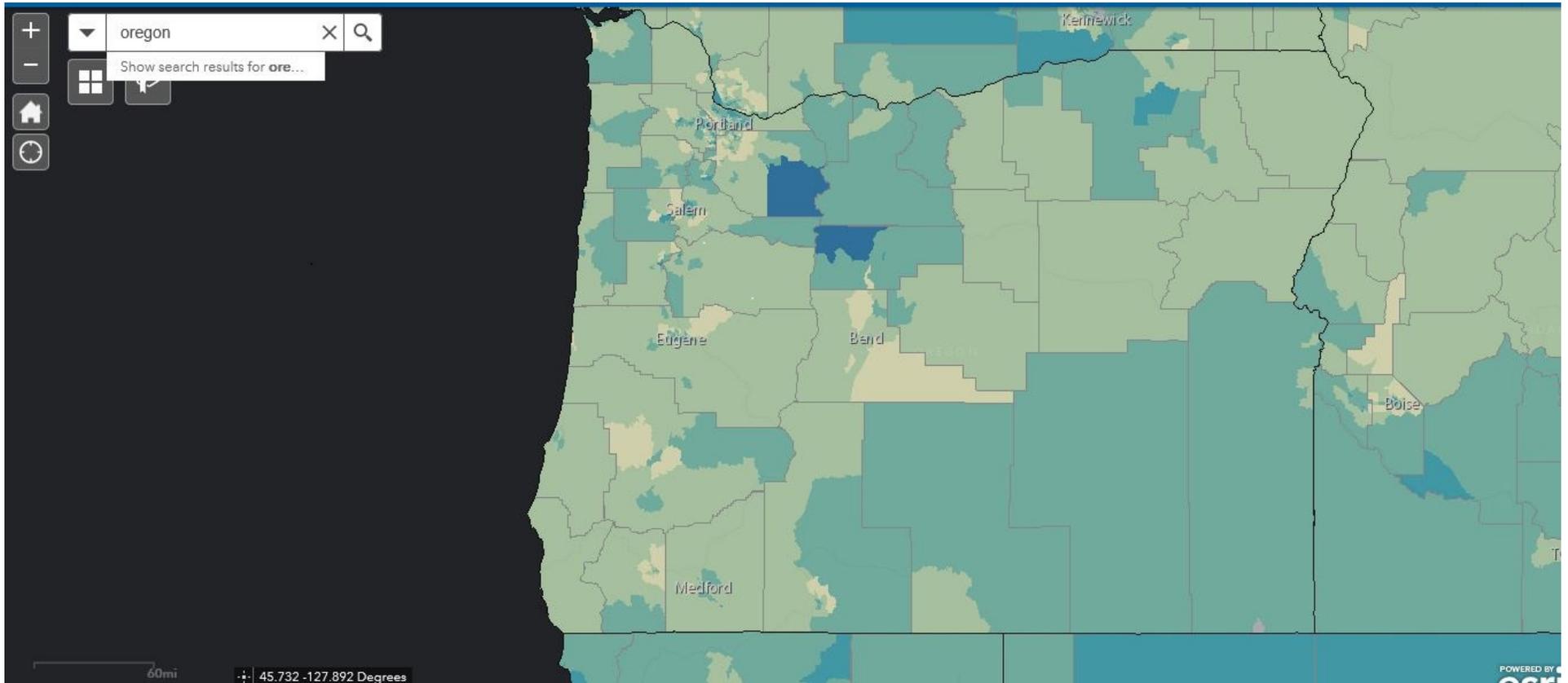
Internet Concerns

2020 marks the first time internet and phone options are available for self-reporting.

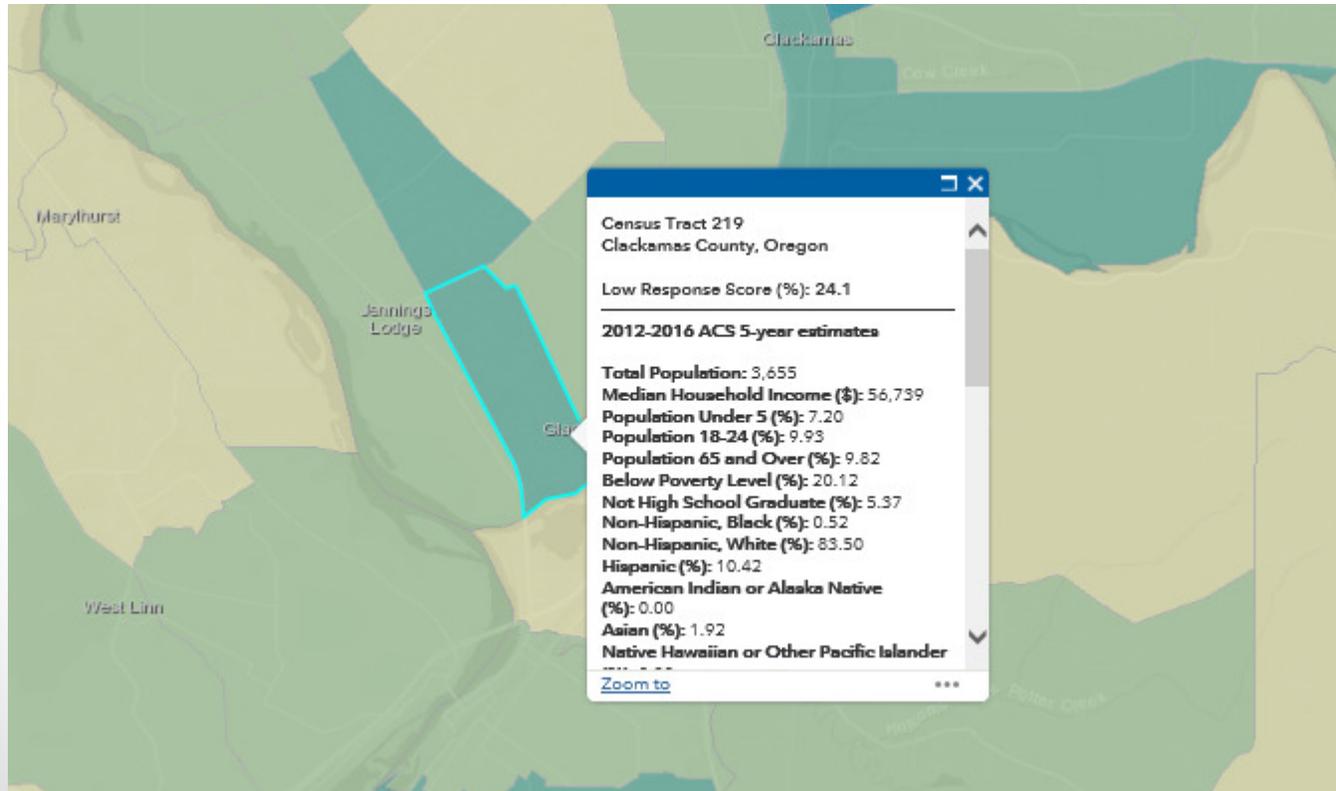
Issues:

- Familiarity
- Accessibility
- System Security
- Trust with information

State of Oregon



City of Gladstone



Hard-to-Count Populations

- **Seniors**
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- **Foreign-born/Immigrants**
- **Internet Concerns**

Oregon Partnership Specialists

Purpose: Increase participation in the 2020 Census of those who are less likely to respond or are often missed.

- **Educate** people about the 2020 Census and foster cooperation with enumerators
- **Encourage** community partners to motivate people to self-respond
- **Engage** grass roots organizations to reach out to hard to count groups and those who aren't motivated to respond to the national campaign

Complete Count Committees

- Purpose is to identify, educate and enumerate the Hard-To-Count community.
- Tribal, state and local governments work together with partners in their communities to form CCCs to promote the 2020 Census to their constituents. Community-based organizations also establish CCCs that reach out to their members.
- Committee members are experts in the following areas:
 - Government
 - Media
 - Workforce development
 - Business
 - Education
 - Community Organizations
 - Faith-Based Community
 - Other, Based on Needs

Recruiting

CLACKAMAS COUNTY OREGON



EARN ADDITIONAL INCOME & HELP YOUR COMMUNITY

2020 Census **APPLY ONLINE!** The U.S. Census Bureau is an equal opportunity employer.
2020census.gov/jobs

2020 Census Supervisory & Non-Supervisory Positions Available in Clackamas County, OR

Enumerators \$18.00/hr. – paid training at \$16.00/hr.
Census Field Supervisors - \$20.00/hr.– paid training at \$18.00/hr.
Earn extra income while helping your community.
The U.S. Census Bureau is recruiting thousands of people across the country to assist with the 2020 Census count.

Job Details
We are hiring for a variety of temporary jobs, including census takers, and supervisory staff. To be eligible, you must be at least 18 years old, have a valid Social Security number, and be a U.S. citizen.

How to Apply
Candidates must complete an online job application. The application includes assessment questions about your education, work, and other experience. www.2020census.gov/jobs

Additional advantages
One (1) application covers all our positions, saving you time and effort to find the perfect fit.
If you can work a smart phone, you can do this job.
Hiring this winter and again in the summer of 2019
Working with the 2020 Census is a flexible job that you can fit in with your existing commitments.
It's a perfect way to supplement your income while making history!
Qualifying is easy, no special education or experience required. No resume!
Application process takes about 20 minutes to complete.

Apply Today!
2020census.gov/jobs
Federal Relay Service: (800) 877-8339 TTY / ASCII
www.gsa.gov/fedrelay

Thank you.

Sarah Bushore
Partnership Specialist
U.S. Census Bureau
sarah.m.bushore@2020census.gov
(971) 409-9250

CLACKAMAS COUNTY OREGON



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Federal Relay Service: (800) 877-8339 TTY / ASCII

www.gsa.gov/fedrelay



CONSENT AGENDA

GLADSTONE CITY COUNCIL MEETING MINUTES of May 14, 2019

Meeting was called to order at 6:30 PM.

ROLL CALL:

Mayor Tammy Stempel, Councilor Ripley, Councilor Neace, Councilor Tracy, Councilor Reisner, Councilor Todd, Councilor Mersereau

ABSENT:

None

STAFF:

Tami Bannick, City Recorder; Jim Whynot, Public Works Director; Chad Jacobs, City Attorney

PRESENTATION – SWEARING IN OF POLICE CHIEF JOHN SCHMERBER AND FIRE CHIEF RICHARD “RICK” HUFFMAN:

Judge Ron Gray performed the swearing in ceremony.

AGENDA ADDITIONS OR CORRECTIONS:

None.

CONSENT AGENDA:

1. Approval of April 9, 2019 Regular Meeting and April 30, 2019 Special Meeting Minutes
2. Approval of March Bank Balances
3. Budget Report for Period ending 3-31-19
4. Approval of March Check Register
5. Legal Costs on Projects
6. Department Head Monthly Reports for April 2019
7. Intergovernmental Agreement (IGA) for the Lending of Fire Agency Personnel within Clackamas County when Personnel are Unable to Get to Their Normal Reporting Location

Councilor Tracy made a motion to approve the Consent Agenda. Motion was seconded by Councilor Neace. Motion passed unanimously.

CORRESPONDENCE:

None.

Mayor Stempel said that the Parks Board asked that a letter be read: “To the Gladstone Mayor Tammy Stempel and Gladstone City Council from the Gladstone Parks Board. Lack of park funding in the next budget. The Parks Board would like the City Council members and the Mayor to reconsider the lack of funding for the Gladstone City Parks in the next proposed budget cycle. Leaving our parks with nothing would be a terrible mistake. Not only does it leave the parks lacking for future needed projects, it leaves them with no emergency fund except to come back to the Council to transfer funds from another account later. A lack of preparedness is a precursor to failure. Our parks are our tax payers’ and our neighbors deserve more than that. In listening to citizens’ needs and desires for our parks they want more; not less. The community spoke and they are strongly in support of our parks. By not funding our parks capital improvement you would be going against the wishes of our citizens. Gladstone has 97 acres of parks and to leave them with no funding is incomprehensible to this Parks Board. We are willing to put in the work to make our parks a better place, but we can’t even file for grants with no funds to match or even help out. Most grant funding, as you all well know, is determined by how much time and money we are willing to match and/or give. Without funds we would potentially lose out on so many opportunities. Public Works

has a current list of needed repairs to some of the facilities located at the parks and with no funds how can we even do that? This Parks Board believes that if needed our City will need to make do with the current number of employees and not plan to hire more until true funding for them can be met. To hire more people and leave our park system with nothing is not smart budgeting. We need to pay for what we have first, then add more. Smart budgeting is necessary for a town our size. We need more than ever to live within our means. Taking what's important away from our citizens feels like a ploy to gain additional funding and that's not what Gladstone is all about. This is not a political game to us. We care about each other, our kids, our schools, and the health and welfare of our senior citizens. It is this Council's responsibility to fund the basics first and that must include our parks. Our Parks Board would like this Council and Mayor to consider funding the Parks Capital Improvement Fund with \$100,000 per year. This was voted to submit at the Gladstone Parks Board May 13th, 2019.”

REGULAR AGENDA

8. ORDINANCE 1497 – ADDING NEW CHAPTER 5.55 TO THE GLADSTONE MUNICIPAL CODE (GMC), TITLED BUSINESS FOOD WASTE REQUIREMENTS:

Reba Crocker, ROW Manager, introduced Eben Polk with Clackamas County, Pam Peck with Metro, and the owners of B&B Disposal. Ms. Crocker said in the staff report she listed the reasons that she believes Gladstone is mandated and must adopt this ordinance. She also went over the outreach that Metro has done to the businesses in Gladstone that they believe will be effected by this. It is unclear if there will be any additional cost or cost savings, but she believes the effected businesses could reduce the amount of trash if they can divert the food scraps from their normal trash, which could offset any additional costs. Metro's tipping fee is \$31 less for food scraps than it is for the normal waste. Because this is being phased in most of the businesses in Gladstone will not be effected until the second phase, which doesn't start until March of 2021. Gladstone has an agreement with Clackamas County to provide the outreach services and they will continue to do that.

Mayor Stempel said she is concerned about the language in the ordinance – the third “whereas” clause. Chad Jacobs said that after the last meeting he and Ms. Betz had a discussion regarding this issue. It is the opinion of their office that Metro does not have the legal authority to require a separate legal local government to legislatively enact an ordinance. Metro does have the authority to withhold funding if Gladstone refuses to do that. He and Ms. Betz decided to add the third “whereas” clause to recognize that even if Metro doesn't have the legal authority to do this, the City, under its own home rule authority, can say we're going to adopt this policy and we're going to enact this ordinance and still comply with Metro's requirements in that form. There was discussion regarding how many businesses would be effected by this. There has been a voluntary program for approximately 15 years in the region and there is still a tremendous amount of food waste that's going into landfills. Making a mandatory program allows it to be more efficient, allows costs to be lower over time, and meets a need from the business community that things are consistent within the metro region in regard to rules. There are already 1,400 businesses in the region that are participating in the program.

There was discussion regarding hauling/disposing of the waste.

There was discussion regarding the outreach efforts that were conducted over the last three years. There will be more outreach in the future.

Councilor Todd made a motion to push this item to next month.

Chad Jacobs pointed out that Metro requires the City to have a program in place by July 31st of this year.

Motion was seconded by Councilors Reisner and Neace.

Discussion: Councilor Reisner asked what kind of outreach is being done. They haven't talked in depth with Gladstone businesses about this service because Gladstone doesn't offer that service right now – they have only received notifications and had casual conversations.

Motion passed unanimously.

BUSINESS CARRIED FORWARD:

Tri-City Good Neighbor Agreement Joint Work Session Briefing by Public Works Director Jim Whynot:

Mr. Whynot said that Clackamas County Water Environment Service is putting together a Good Neighbor Program similar to what Kellogg Sewer Treatment Plant did in Milwaukie – they put money into a fund for certain projects. They outlined a corridor up and down the Clackamas River and Oregon City and Gladstone have the potential to receive some money from that (approximately \$50,000/year). They are holding a work session next Tuesday at 6:00 – he encouraged everyone to attend.

BUSINESS FROM THE AUDIENCE:

Bill Osburn said he understands that some of the utility rate and other increases are necessary. He said the Right-Of-Way fees are a tax that was imposed on the residents of Gladstone just because they can – it wasn't something that was needed because sewer rates went up, water treatment, etc. He said we currently have one of the highest tax brackets around. He said he is here to ask the Council to repeal the Right-Of-Way fee. He said with increases in utilities and storm water, etc., it weighs heavy on people. He doesn't feel this fee is good for Gladstone. He said it would help to build trust with the people so that when they do increase fees they know that there is a reason.

Robert Patterson, Executive Director of Emerald Alley, a small Portland-based think tank whose mission is simply to love poor people. He believes that municipal broadband should be one of Gladstone's goals for the future. Broadband networks are in demand by users who run modern video and audio applications, which are increasing bandwidth requirements by 40%/year. He said there is an alternative to private businesses such as Comcast – one in which broadband services are owned by the City. It is cheaper, creates competition, and boosts economic development. He said that Michael Hanna has been working to bring municipally-owned broadband to Multnomah County. He is interested in coming to the Council meeting on June 11th to speak on this topic.

Mr. Patterson also wanted to talk about the need in the Oak Grove/Gladstone area for an emergency homeless shelter. He suggested repurposing the old Gladstone Library into Gladstone's first emergency homeless shelter. He believes that funds are available through HUD's emergency shelter grants program to convert the building into a state of the art shelter that could also act as a portal to vital services of employment, health care, and housing.

Les Poole said he is really pleased with what is happening with the Civic Center – it's moving along. He is pleased that there was a budget and careful lessons of the past applied to that project. He feels we are getting a good value. He wanted people to know that the new Library will be going in where the current City Hall is located.

He said that parking is an issue because Gladstone is growing. He asked what the value of a parking place is. He wants everyone to keep parking and traffic issues/needs in mind.

BUSINESS FROM THE COUNCIL:

Councilor Neace:

She wanted everyone to know about the Kiwanis spaghetti dinner on Saturday evening at the Gladstone Senior Center. It supports their scholarship program and the Gladstone High School Key Club.

Councilor Reisner:

He said in the March check register the Police Department is using the Oregon Accreditation Alliance – he has concerns with that organization. He has shared his concerns with the Police Chief.

He said the Right-Of-Way fees that the City pays are not reflected on our bill. He didn't realize how much the citizens were going to be paying. He feels we should revisit this and put it on a future agenda.

Mayor Stempel:

She said the Images of America Gladstone issue is out and for sale. Linda Cosgrove has some available for sale – let her know if you are interested.

Councilor Neace wanted everyone to wish Councilor Mersereau a happy birthday.

ADJOURN:

Meeting was adjourned at 7:16 P.M.

Approved by the Mayor this _____ day of _____, 2019.

ATTEST:

Tamara Stempel, Mayor

Tami Bannick

BANK BALANCES

Month Ending Balance

Bank	July 2018	August 2018	September 2018	October 2018	November 2018	December 2018
LGIP -City Of Gladstone #4472	\$ 8,035,092.04	\$ 7,077,290.87	\$ 7,330,190.63	\$ 7,204,869.17	\$ 10,330,272.64	\$ 11,266,768.65
LGIP - Urban Renewal Agency #4650	7,380,826.41	13,903,020.95	13,952,945.55	13,984,160.68	14,683,565.34	14,913,618.25
Checking Accounts:						
General Fund ¹⁾	3,115,967.05	401,118.15	204,109.12	151,905.74	203,864.34	192,957.71
Urban Renewal ¹⁾	3,816,920.33	316,927.81	316,930.41	128,849.61	128,850.66	128,784.25
Municipal Court	40,851.67	49,238.16	39,792.55	42,755.85	66,055.10	26,525.09
Totals	\$ 22,389,657.50	\$ 21,747,595.94	\$ 21,843,968.26	\$ 21,512,541.05	\$ 25,412,608.08	\$ 26,528,653.95
¹⁾ Borrowing closed on 07/31/18 - moved to LGIP in August						
Bank	January 2019	February 2019	March 2019	April 2019	May 2019	June 2019
LGIP -City Of Gladstone #4472	\$ 11,761,585.63	\$ 11,319,906.13	\$ 11,626,408.91	\$ 11,133,588.58		
LGIP - Urban Renewal Agency #4650	14,805,716.70	14,842,907.79	14,904,772.31	14,541,252.50		
Checking Accounts:						
General Fund	88,817.11	327,460.30	196,466.72	183,627.42		
Urban Renewal	28,785.64	18,635.78	18,635.78	18,325.20		
Municipal Court	76,770.35	34,435.90	37,109.75	42,514.40		
Totals	\$ 26,761,675.43	\$ 26,543,345.90	\$ 26,783,393.47	\$ 25,919,308.10	\$ -	\$ -



		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 100 - GENERAL FUND							
Revenue							
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL							
RptType: 3000 - BEG FUND BAL.							
100-000-309999	BEGINNING FUND BALANCE	3,270,000.00	3,270,000.00	0.00	0.00	-3,270,000.00	0.00 %
	RptType: 3000 - BEG FUND BAL. Total:	3,270,000.00	3,270,000.00	0.00	0.00	-3,270,000.00	0.00 %
RptType: 3100 - LOCAL TAXES							
100-000-310010	CURRENT YEAR TAXES	3,874,318.00	3,874,318.00	13,434.40	4,060,946.05	186,628.05	104.82 %
100-000-310050	PRIOR YEAR TAXES	110,000.00	110,000.00	2,268.20	31,277.53	-78,722.47	28.43 %
100-000-311030	LIBRARY DISTRICT REVENUE	740,778.00	740,778.00	0.00	728,898.00	-11,880.00	98.40 %
100-000-314045	TRANSIENT LODGING TAX	2,000.00	2,000.00	16,047.74	126,916.86	124,916.86	6,345.84 %
	RptType: 3100 - LOCAL TAXES Total:	4,727,096.00	4,727,096.00	31,750.34	4,948,038.44	220,942.44	104.67 %
RptType: 3110 - STATE SHARED TAXES							
100-000-310170	STATE REVENUE SHARING	0.00	0.00	0.00	98,430.67	98,430.67	0.00 %
100-000-311010	ALCOHOL TAX REVENUE	206,000.00	206,000.00	14,157.37	150,166.25	-55,833.75	72.90 %
100-000-311015	MARIJUANA TAX	0.00	0.00	0.00	49,453.72	49,453.72	0.00 %
100-000-311020	CIGARETTE TAX REVENUE	14,000.00	14,000.00	0.00	7,419.75	-6,580.25	53.00 %
	RptType: 3110 - STATE SHARED TAXES Total:	220,000.00	220,000.00	14,157.37	305,470.39	85,470.39	138.85 %
RptType: 3120 - RIGHT OF WAY FEES							
100-000-312010	GLADSTONE DISPOSAL FRANCHISE FEE	100,000.00	100,000.00	28,395.74	82,246.37	-17,753.63	82.25 %
100-000-312025	PGE FRANCHISE FEES	300,000.00	300,000.00	0.00	399,529.06	99,529.06	133.18 %
100-000-312030	NW NATURAL GAS FRANCHISE FEE	78,000.00	78,000.00	0.00	39,892.26	-38,107.74	51.14 %
100-000-312035	CENTURY LINK FRANCHISE FEE	25,000.00	25,000.00	0.00	11,988.71	-13,011.29	47.95 %
100-000-312040	COMCAST CABLE TV FRANCHISE FE	165,000.00	165,000.00	0.00	75,529.71	-89,470.29	45.78 %
100-000-312050	RIGHT OF WAY FEES-TELECOM	225,000.00	225,000.00	4,109.90	8,562.97	-216,437.03	3.81 %
100-000-312055	RIGHT OF WAY - OTHER	0.00	0.00	31,776.02	71,374.73	71,374.73	0.00 %
100-000-312060	ROW LICENSE & APP. FEES	0.00	0.00	1,200.00	4,050.00	4,050.00	0.00 %
	RptType: 3120 - RIGHT OF WAY FEES Total:	893,000.00	893,000.00	65,481.66	693,173.81	-199,826.19	77.62 %
RptType: 3130 - LICENSES AND PERMITS							
100-000-313010	BUSINESS LICENSE FEES	125,000.00	125,000.00	2,865.00	82,135.00	-42,865.00	65.71 %
100-000-313015	LIQUOR LICENSE RENEWALS	1,000.00	1,000.00	0.00	840.00	-160.00	84.00 %
100-000-313020	ALARM PERMITS	3,500.00	3,500.00	700.00	5,475.00	1,975.00	156.43 %
	RptType: 3130 - LICENSES AND PERMITS Total:	129,500.00	129,500.00	3,565.00	88,450.00	-41,050.00	68.30 %
RptType: 3140 - CHARGES FOR SERVICES							
100-000-314010	RECREATION FEES	3,000.00	3,000.00	650.00	1,448.16	-1,551.84	48.27 %
100-000-314015	SENIOR CENTER BUILDING RENTAL FE...	3,500.00	3,500.00	30.00	3,621.75	121.75	103.48 %
100-000-314020	PLANNING APPLICATION FEES	30,000.00	30,000.00	50,115.00	66,852.75	36,852.75	222.84 %
100-000-314025	SOCIAL SERVICES CONTRACT	32,000.00	32,000.00	1,500.99	23,245.90	-8,754.10	72.64 %
100-000-314030	LIEN SEARCH FEES	4,200.00	4,200.00	570.00	5,340.00	1,140.00	127.14 %
100-000-314040	ALL OTHER LIBRARY RECEIPTS	25,000.00	25,000.00	1,375.02	13,135.31	-11,864.69	52.54 %
	RptType: 3140 - CHARGES FOR SERVICES Total:	97,700.00	97,700.00	54,241.01	113,643.87	15,943.87	116.32 %
RptType: 3141 - SDC							
100-000-314110	PARK SDC FEES	0.00	0.00	7,477.00	41,842.00	41,842.00	0.00 %
	RptType: 3141 - SDC Total:	0.00	0.00	7,477.00	41,842.00	41,842.00	0.00 %
RptType: 3150 - GRANTS							
100-000-315040	FIRE GRANTS	257,020.00	257,020.00	44,182.69	190,417.23	-66,602.77	74.09 %
100-000-315050	READY TO READ/STATE AID LIBRARY	3,000.00	3,000.00	0.00	2,944.00	-56.00	98.13 %
100-000-315055	MARINE BOARD MAINTENANCE GRA...	5,400.00	5,400.00	0.00	0.00	-5,400.00	0.00 %
	RptType: 3150 - GRANTS Total:	265,420.00	265,420.00	44,182.69	193,361.23	-72,058.77	72.85 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 04/30/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
RptType: 3160 - DEBT SERVICE PROCEEDS							
100-000-381000	OFS-DEBT PROCEEDS	0.00	3,000,000.00	0.00	3,000,000.00	0.00	100.00 %
	RptType: 3160 - DEBT SERVICE PROCEEDS Total:	0.00	3,000,000.00	0.00	3,000,000.00	0.00	100.00 %
RptType: 3260 - FINES AND FORFEITURES							
100-000-326010	COURT FINES & FORFEITURES	356,400.00	356,400.00	25,646.75	326,923.61	-29,476.39	91.73 %
	RptType: 3260 - FINES AND FORFEITURES Total:	356,400.00	356,400.00	25,646.75	326,923.61	-29,476.39	91.73 %
RptType: 3301 - INTEREST							
100-000-330100	INTEREST	65,000.00	65,000.00	24,405.45	193,001.14	128,001.14	296.92 %
	RptType: 3301 - INTEREST Total:	65,000.00	65,000.00	24,405.45	193,001.14	128,001.14	296.92 %
RptType: 3600 - MISCELLANEOUS							
100-000-360000	ALL OTHER GF RECEIPTS	122,000.00	122,000.00	8,934.16	49,589.85	-72,410.15	40.65 %
100-000-361014	FIRE TRAINING REIMBURSEMENT	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
100-000-361016	FIRST RESPONDER SUPPLIES REIMB	6,000.00	6,000.00	24.60	4,917.85	-1,082.15	81.96 %
100-000-361041	LIBRARY FOUNDATION - FUNDED PR...	5,000.00	5,000.00	0.00	11,500.00	6,500.00	230.00 %
100-000-362210	SENIOR CENTER BEQUESTS	0.00	0.00	0.00	11,661.15	11,661.15	0.00 %
100-000-362212	TRAM TRIPS	2,000.00	2,000.00	475.25	6,225.63	4,225.63	311.28 %
100-000-362213	MEAL CHARGES	5,000.00	5,000.00	685.75	10,571.59	5,571.59	211.43 %
100-000-362214	MEDICAID FUNDS	20,000.00	20,000.00	0.00	0.00	-20,000.00	0.00 %
	RptType: 3600 - MISCELLANEOUS Total:	161,000.00	161,000.00	10,119.76	94,466.07	-66,533.93	58.67 %
RptType: 3700 - OTHER							
100-000-371000	SALE OF SURPLUS EQUIP/PROPERTY	15,000.00	15,000.00	667.24	160,451.47	145,451.47	1,069.68 %
	RptType: 3700 - OTHER Total:	15,000.00	15,000.00	667.24	160,451.47	145,451.47	1,069.68 %
	Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	10,200,116.00	13,200,116.00	281,694.27	10,158,822.03	-3,041,293.97	76.96 %
Department: 910 - TRANSFER IN							
RptType: 3990 - TRANSFERS IN							
100-910-399205	TRANSFER IN FROM STREET FUND	66,105.00	66,105.00	0.00	0.00	-66,105.00	0.00 %
100-910-399228	TRANSFER IN FROM POLICE LEVY	14,990.00	14,990.00	0.00	0.00	-14,990.00	0.00 %
100-910-399229	TRANSFER IN FROM FIRE LEVY	6,300.00	6,300.00	0.00	0.00	-6,300.00	0.00 %
100-910-399390	TRANSFER IN FROM URBAN RENEWAL	0.00	45,250.00	400,000.00	445,000.00	399,750.00	983.43 %
100-910-399730	TRANSFER IN FROM SEWER FUND	28,620.00	28,620.00	0.00	0.00	-28,620.00	0.00 %
100-910-399740	TRANSFER IN FROM WATER FUND	16,025.00	16,025.00	0.00	0.00	-16,025.00	0.00 %
100-910-399750	TRANSFER IN FROM STORM WATER	20,350.00	20,350.00	0.00	0.00	-20,350.00	0.00 %
	RptType: 3990 - TRANSFERS IN Total:	152,390.00	197,640.00	400,000.00	445,000.00	247,360.00	225.16 %
	Department: 910 - TRANSFER IN Total:	152,390.00	197,640.00	400,000.00	445,000.00	247,360.00	225.16 %
	Revenue Total:	10,352,506.00	13,397,756.00	681,694.27	10,603,822.03	-2,793,933.97	79.15 %
Expense							
Department: 121 - ADMIN							
RptCategory: 40 - PERSONNEL SERVICES							
100-121-431010	CITY ADMINISTRATOR	142,000.00	142,000.00	11,265.00	110,119.20	31,880.80	77.55 %
100-121-431020	CITY RECORDER	109,500.00	109,500.00	11,554.00	114,373.00	-4,873.00	104.45 %
100-121-431070	OFFICE ASSISTANT	82,895.00	82,895.00	4,370.00	45,065.61	37,829.39	54.36 %
100-121-431500	ACCOUNTING CLERK	121,200.00	121,200.00	7,706.53	69,177.45	52,022.55	57.08 %
100-121-450100	OVERTIME	1,000.00	1,000.00	8.85	216.85	783.15	21.69 %
100-121-450500	CAREER RECOGNITION PAY	3,200.00	3,200.00	125.83	1,510.79	1,689.21	47.21 %
100-121-470000	ASSOCIATED PAYROLL COSTS	267,200.00	267,200.00	15,064.10	152,330.63	114,869.37	57.01 %
	RptCategory: 40 - PERSONNEL SERVICES Total:	726,995.00	726,995.00	50,094.31	492,793.53	234,201.47	67.78 %
RptCategory: 50 - MATERIAL AND SERVICES							
100-121-500110	CONTRACTUAL & PROFESSIONAL SER...	247,107.00	247,107.00	20,245.00	161,706.17	85,400.83	65.44 %
100-121-500120	MUNICIPAL AUDIT CONTRACT	40,000.00	40,000.00	0.00	29,350.00	10,650.00	73.38 %
100-121-500130	LEGAL FEES	188,000.00	188,000.00	6,112.38	53,986.46	134,013.54	28.72 %
100-121-500210	COMPUTER/TECHNOLOGY SERVICES	66,000.00	66,000.00	25,741.88	53,495.05	12,504.95	81.05 %
100-121-500490	COUNCIL ACTIVITIES	10,000.00	10,000.00	730.00	6,432.76	3,567.24	64.33 %
100-121-500491	OUTSIDE AGENCY REQUESTS	1,250.00	1,250.00	0.00	0.00	1,250.00	0.00 %
100-121-500492	COUNTY PLANNING SERVICES CONTR...	65,000.00	65,000.00	8,084.35	74,878.93	-9,878.93	115.20 %
100-121-510020	COMM PROMOTIONS/BUSINESS DEV	232,000.00	232,000.00	6,964.26	22,255.71	209,744.29	9.59 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 04/30/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-121-520120	BANK CHARGES	4,500.00	4,500.00	354.12	3,752.85	747.15	83.40 %
100-121-520310	MAINTENANCE, REPAIR & OPERATION	0.00	0.00	0.00	562.50	-562.50	0.00 %
100-121-520320	FLEET FUEL, MAINTENANCE & REPAIR	1,500.00	1,500.00	0.00	25.93	1,474.07	1.73 %
100-121-520400	OFFICE SUPPLIES & EQUIPMENT	27,255.00	27,255.00	1,707.32	16,421.05	10,833.95	60.25 %
100-121-520450	CITY NEWSLETTER	33,600.00	33,600.00	2,847.90	28,297.95	5,302.05	84.22 %
100-121-530000	FIRE & LIABILITY INSURANCE	160,000.00	160,000.00	1,500.00	158,536.40	1,463.60	99.09 %
100-121-530200	EMERGENCY MANAGEMENT	25,750.00	25,750.00	12,420.14	12,664.72	13,085.28	49.18 %
100-121-540110	EMPLOYEE APPRECIATION	1,700.00	1,700.00	23.98	509.16	1,190.84	29.95 %
100-121-540120	PERSONNEL RECRUITMENT	17,700.00	17,700.00	3,519.76	13,102.29	4,597.71	74.02 %
100-121-540200	DUES & MEMBERSHIPS	12,500.00	12,500.00	0.00	10,554.68	1,945.32	84.44 %
100-121-540220	TRAVEL, CONFERENCES & TRAINING	12,700.00	12,700.00	0.00	3,028.74	9,671.26	23.85 %
100-121-540230	MILEAGE REIMBURSEMENT	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
100-121-542000	PUBLICATIONS & SUBSCRIPTIONS	15,000.00	15,000.00	-948.72	3,715.77	11,284.23	24.77 %
100-121-560120	TELEPHONES	14,000.00	14,000.00	869.62	8,492.03	5,507.97	60.66 %
RptCategory: 50 - MATERIAL AND SERVICES Total:		1,178,062.00	1,178,062.00	90,171.99	661,769.15	516,292.85	56.17 %
Department: 121 - ADMIN Total:		1,905,057.00	1,905,057.00	140,266.30	1,154,562.68	750,494.32	60.61 %
Department: 124 - FACILITIES							
RptCategory: 40 - PERSONNEL SERVICES							
100-124-437050	PUBLIC WORKS SUPERVISOR	7,800.00	7,800.00	706.00	7,058.07	741.93	90.49 %
100-124-437070	UTILITY WORKER, JOURNEY	33,000.00	33,000.00	2,085.00	20,390.60	12,609.40	61.79 %
100-124-439011	SEASONAL HELP	8,500.00	8,500.00	0.00	4,758.53	3,741.47	55.98 %
100-124-450100	OVERTIME	1,000.00	1,000.00	204.45	699.96	300.04	70.00 %
100-124-470000	ASSOCIATED PAYROLL COSTS	1,450.00	1,450.00	1,180.90	11,870.62	-10,420.62	818.66 %
RptCategory: 40 - PERSONNEL SERVICES Total:		51,750.00	51,750.00	4,176.35	44,777.78	6,972.22	86.53 %
RptCategory: 50 - MATERIAL AND SERVICES							
100-124-500110	CONTRACTUAL & PROFESSIONAL SER...	47,000.00	47,000.00	2,667.13	28,776.51	18,223.49	61.23 %
100-124-520130	OPERATIONS, MAINTENANCE & REPA...	29,000.00	29,000.00	2,656.47	35,685.78	-6,685.78	123.05 %
100-124-520322	GENERATOR FUEL	1,600.00	1,600.00	0.00	134.74	1,465.26	8.42 %
100-124-540220	TRAVEL, CONFERENCES& TRAINING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
100-124-540300	SMALL TOOLS, EQUIPMENT & SAFETY...	7,400.00	7,400.00	186.37	1,125.77	6,274.23	15.21 %
100-124-560100	UTILITIES	52,500.00	52,500.00	4,457.56	59,116.77	-6,616.77	112.60 %
RptCategory: 50 - MATERIAL AND SERVICES Total:		138,500.00	138,500.00	9,967.53	124,839.57	13,660.43	90.14 %
RptCategory: 60 - CAPITAL OUTLAY							
100-124-641010	BUILDING REPAIR	0.00	0.00	5,743.76	-5,945.64	5,945.64	0.00 %
RptCategory: 60 - CAPITAL OUTLAY Total:		0.00	0.00	5,743.76	-5,945.64	5,945.64	0.00 %
Department: 124 - FACILITIES Total:		190,250.00	190,250.00	19,887.64	163,671.71	26,578.29	86.03 %
Department: 220 - COURT							
RptCategory: 40 - PERSONNEL SERVICES							
100-220-432020	MUNICIPAL COURT CLERK	61,000.00	61,000.00	4,955.33	49,553.30	11,446.70	81.23 %
100-220-432035	ASSISTANT COURT CLERK	22,600.00	22,600.00	3,449.69	39,661.60	-17,061.60	175.49 %
100-220-450100	OVERTIME	800.00	800.00	0.00	0.00	800.00	0.00 %
100-220-450500	CAREER RECOGNITION PAY	580.00	580.00	0.00	0.00	580.00	0.00 %
100-220-470000	ASSOCIATED PAYROLL COSTS	57,000.00	57,000.00	4,177.03	43,176.94	13,823.06	75.75 %
RptCategory: 40 - PERSONNEL SERVICES Total:		141,980.00	141,980.00	12,582.05	132,391.84	9,588.16	93.25 %
RptCategory: 50 - MATERIAL AND SERVICES							
100-220-500110	CONTRACTUAL & PROFESSIONAL SER...	1,000.00	1,000.00	0.00	620.00	380.00	62.00 %
100-220-500132	PROSECUTING ATTORNEY	45,500.00	45,500.00	3,000.00	27,000.00	18,500.00	59.34 %
100-220-500134	ATTORNEYS FOR INDIGENT CLIENTS	31,550.00	31,550.00	3,800.00	19,675.00	11,875.00	62.36 %
100-220-500136	MUNICIPAL COURT JUDGE	41,000.00	41,000.00	3,000.00	31,092.00	9,908.00	75.83 %
100-220-500137	PRO-TEM JUDGE	1,869.00	1,869.00	0.00	0.00	1,869.00	0.00 %
100-220-500138	JURY EXPENSES	1,000.00	1,000.00	0.00	153.02	846.98	15.30 %
100-220-500282	COURTROOM SECURITY	8,000.00	8,000.00	570.00	5,130.00	2,870.00	64.13 %
100-220-520120	BANK CHARGES	6,000.00	6,000.00	0.00	3,607.09	2,392.91	60.12 %
100-220-520400	OFFICE SUPPLIES & EQUIPMENT	11,000.00	11,000.00	424.71	6,888.56	4,111.44	62.62 %
100-220-520401	REFUNDS & COLLECTION SERVICES	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00 %
100-220-520420	DOCUMENT IMAGING	1,800.00	1,800.00	0.00	0.00	1,800.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-220-540220	TRAVEL, CONFERENCES & TRAINING...	4,000.00	4,000.00	456.29	1,882.31	2,117.69	47.06 %
RptCategory: 50 - MATERIAL AND SERVICES Total:		153,919.00	153,919.00	11,251.00	96,047.98	57,871.02	62.40 %
Department: 220 - COURT Total:		295,899.00	295,899.00	23,833.05	228,439.82	67,459.18	77.20 %
Department: 240 - POLICE							
RptCategory: 40 - PERSONNEL SERVICES							
100-240-432110	POLICE CHIEF	101,880.00	101,880.00	9,602.17	100,763.76	1,116.24	98.90 %
100-240-432130	POLICE LIEUTENANT	96,425.00	96,425.00	8,490.00	82,348.11	14,076.89	85.40 %
100-240-432140	POLICE DETECTIVE	144,125.00	144,125.00	6,100.97	61,056.53	83,068.47	42.36 %
100-240-432160	POLICE OFFICER	598,850.00	598,850.00	47,034.07	451,505.72	147,344.28	75.40 %
100-240-432170	POLICE SERGEANT	222,137.00	222,137.00	19,712.20	188,453.34	33,683.66	84.84 %
100-240-432182	PROPERTY ROOM TECHNICIAN	28,000.00	28,000.00	1,955.20	21,097.83	6,902.17	75.35 %
100-240-432185	POLICE RECORDS CLERK	47,700.00	47,700.00	3,963.00	39,630.00	8,070.00	83.08 %
100-240-432190	POLICE RESERVES	7,000.00	7,000.00	175.95	739.12	6,260.88	10.56 %
100-240-450100	OVERTIME	100,000.00	100,000.00	8,085.83	85,954.06	14,045.94	85.95 %
100-240-450200	HOLIDAY PAY	10,000.00	10,000.00	0.00	8,742.00	1,258.00	87.42 %
100-240-450300	PROFICIENCY PAY	50,000.00	50,000.00	2,441.71	23,384.34	26,615.66	46.77 %
100-240-450500	CAREER RECOGNITION PAY	8,000.00	8,000.00	198.01	1,400.37	6,599.63	17.50 %
100-240-470000	ASSOCIATED PAYROLL COSTS	1,005,000.00	1,005,000.00	48,200.33	495,359.69	509,640.31	49.29 %
100-240-470040	LIFE & DISABILITY INSURANCE	0.00	0.00	0.67	132.27	-132.27	0.00 %
RptCategory: 40 - PERSONNEL SERVICES Total:		2,419,117.00	2,419,117.00	155,960.11	1,560,567.14	858,549.86	64.51 %
RptCategory: 50 - MATERIAL AND SERVICES							
100-240-500110	CONTRACTUAL & PROFESSIONAL SER...	40,000.00	40,000.00	496.09	19,208.91	20,791.09	48.02 %
100-240-500284	PARK PATROL	6,300.00	6,300.00	0.00	4,092.00	2,208.00	64.95 %
100-240-510044	JUVENILE DIVERSION PROGRAM	3,500.00	3,500.00	0.00	2,500.00	1,000.00	71.43 %
100-240-520100	OPERATIONAL SUPPLIES AND EXPENS...	90,000.00	90,000.00	1,491.79	35,667.84	54,332.16	39.63 %
100-240-520112	FIREARMS/AMMUNITION	20,000.00	20,000.00	472.32	11,793.49	8,206.51	58.97 %
100-240-520310	MAINTENANCE, REPAIR & OPERATION	15,000.00	15,000.00	126.82	1,535.59	13,464.41	10.24 %
100-240-520320	FLEET FUEL, MAINTENANCE & REPAIR	75,000.00	75,000.00	3,132.68	45,683.60	29,316.40	60.91 %
100-240-520340	RADIO MAINTENANCE REPLACEMENT	22,000.00	22,000.00	0.00	17,002.00	4,998.00	77.28 %
100-240-520345	RADAR MAINTENANCE REPLACEMENT	6,000.00	6,000.00	0.00	257.50	5,742.50	4.29 %
100-240-520400	OFFICE SUPPLIES & EQUIPMENT	9,000.00	9,000.00	449.17	13,625.36	-4,625.36	151.39 %
100-240-530101	POLICE RESERVE LIFE INSURANCE	0.00	0.00	0.00	2.78	-2.78	0.00 %
100-240-540110	EMPLOYEE APPRECIATION	6,500.00	6,500.00	0.00	557.23	5,942.77	8.57 %
100-240-540200	DUES & MEMBERSHIPS	35,000.00	35,000.00	2,380.63	14,105.42	20,894.58	40.30 %
100-240-540301	UNIFORMS AND SAFETY EQUIPMENT	24,000.00	24,000.00	826.72	15,808.66	8,191.34	65.87 %
100-240-542000	PUBLICATIONS & SUBSCRIPTIONS	19,500.00	19,500.00	0.00	2,318.00	17,182.00	11.89 %
100-240-560110	CELL PHONES, PAGERS, RADIOS	16,500.00	16,500.00	1,723.68	17,333.14	-833.14	105.05 %
RptCategory: 50 - MATERIAL AND SERVICES Total:		388,300.00	388,300.00	11,099.90	201,491.52	186,808.48	51.89 %
RptCategory: 60 - CAPITAL OUTLAY							
100-240-641025	POLICE STATION IMPROVEMENTS	38,800.00	38,800.00	0.00	0.00	38,800.00	0.00 %
100-240-651000	VEHICLES AND EQUIPMENT RESERVES	151,000.00	151,000.00	0.00	62,961.93	88,038.07	41.70 %
100-240-661018	RADIO & COMPUTER RESERVE	8,000.00	8,000.00	1,083.33	1,873.33	6,126.67	23.42 %
RptCategory: 60 - CAPITAL OUTLAY Total:		197,800.00	197,800.00	1,083.33	64,835.26	132,964.74	32.78 %
Department: 240 - POLICE Total:		3,005,217.00	3,005,217.00	168,143.34	1,826,893.92	1,178,323.08	60.79 %
Department: 250 - FIRE							
RptCategory: 40 - PERSONNEL SERVICES							
100-250-432210	FIRE CHIEF	104,672.00	104,672.00	8,565.00	82,311.73	22,360.27	78.64 %
100-250-432220	FIRE MARSHAL	82,930.00	82,930.00	7,578.60	75,198.59	7,731.41	90.68 %
100-250-432240	FIRE CAPTAIN	172,000.00	172,000.00	18,102.16	166,152.35	5,847.65	96.60 %
100-250-432290	ON-CALL FIREFIGHTERS	280,000.00	280,000.00	21,078.79	206,425.55	73,574.45	73.72 %
100-250-450100	OVERTIME	13,000.00	13,000.00	2,780.58	22,676.78	-9,676.78	174.44 %
100-250-470000	ASSOCIATED PAYROLL COSTS	244,000.00	244,000.00	25,533.85	249,256.05	-5,256.05	102.15 %
100-250-470040	LIFE & DISABILITY INSURANCE	7,000.00	7,000.00	16.08	3,046.25	3,953.75	43.52 %
RptCategory: 40 - PERSONNEL SERVICES Total:		903,602.00	903,602.00	83,655.06	805,067.30	98,534.70	89.10 %
RptCategory: 50 - MATERIAL AND SERVICES							
100-250-500110	CONTRACTUAL & PROFESSIONAL SER...	0.00	0.00	0.00	34.00	-34.00	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 04/30/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-250-500150	MEDICAL DIRECTOR CONTRACT	17,000.00	17,000.00	1,065.00	10,090.00	6,910.00	59.35 %
100-250-500210	COMPUTER/TECHNOLOGY SERVICES	13,500.00	13,500.00	0.00	6,509.65	6,990.35	48.22 %
100-250-500498	SHARE COST CCOM DISPATCH	87,300.00	87,300.00	7,000.08	70,000.80	17,299.20	80.18 %
100-250-510022	FIRE GRANTS	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
100-250-520122	FIRE PREVENTION & INVESTIGATION	12,000.00	12,000.00	732.95	2,764.00	9,236.00	23.03 %
100-250-520124	FIRST RESPONDER SUPPLIES	29,000.00	29,000.00	2,899.16	21,506.90	7,493.10	74.16 %
100-250-520126	SCBA & TURNOUT MAINTENANCE	15,500.00	15,500.00	155.00	7,107.27	8,392.73	45.85 %
100-250-520200	BLDG MAINTENANCE & SUPPLIES	47,000.00	47,000.00	2,175.25	28,820.84	18,179.16	61.32 %
100-250-520310	MAINTENANCE, REPAIR & OPERATION	0.00	0.00	237.00	293.50	-293.50	0.00 %
100-250-520320	FLEET FUEL, MAINTENANCE & REPAIR	63,000.00	63,000.00	8,505.53	50,923.90	12,076.10	80.83 %
100-250-520400	OFFICE SUPPLIES & EQUIPMENT	4,700.00	4,700.00	160.89	5,017.98	-317.98	106.77 %
100-250-540130	PHYSICAL EXAMINATIONS	17,000.00	17,000.00	1,789.00	8,611.74	8,388.26	50.66 %
100-250-540200	DUES & MEMBERSHIPS	13,500.00	13,500.00	58.49	3,048.99	10,451.01	22.59 %
100-250-540222	TECH RESCUE TRAINING	12,250.00	12,250.00	2,744.79	5,513.31	6,736.69	45.01 %
100-250-540224	EMS TRAINING & RECERTIFICATION	12,500.00	12,500.00	0.00	3,008.83	9,491.17	24.07 %
100-250-540225	FIREFIGHTER TRAINING	64,000.00	64,000.00	321.98	17,719.04	46,280.96	27.69 %
100-250-540301	UNIFORMS AND SAFETY EQUIPMENT	18,500.00	18,500.00	1,416.70	10,976.35	7,523.65	59.33 %
100-250-560110	CELL PHONES, PAGERS, RADIOS	51,000.00	51,000.00	2,044.00	8,065.79	42,934.21	15.82 %
RptCategory: 50 - MATERIAL AND SERVICES Total:		527,750.00	527,750.00	31,305.82	260,012.89	267,737.11	49.27 %
RptCategory: 60 - CAPITAL OUTLAY							
100-250-661010	ROUTINE EQUIP REPLACEMENT	45,300.00	45,300.00	872.55	24,355.76	20,944.24	53.77 %
100-250-661012	TURN-OUTS & SCBA RESERVE	271,000.00	271,000.00	12,025.75	20,174.95	250,825.05	7.44 %
100-250-661014	DIVE RESCUE EQUIPMENT	16,000.00	16,000.00	201.92	7,263.98	8,736.02	45.40 %
100-250-661016	FIRE APPARATUS & EQUIPMENT RESE...	418,667.00	418,667.00	0.00	0.00	418,667.00	0.00 %
100-250-661018	RADIO & COMPUTER RESERVE	93,000.00	93,000.00	0.00	22,197.00	70,803.00	23.87 %
RptCategory: 60 - CAPITAL OUTLAY Total:		843,967.00	843,967.00	13,100.22	73,991.69	769,975.31	8.77 %
Department: 250 - FIRE Total:		2,275,319.00	2,275,319.00	128,061.10	1,139,071.88	1,136,247.12	50.06 %
Department: 526 - PARKS							
RptCategory: 40 - PERSONNEL SERVICES							
100-526-437049	PUBLIC WORKS DIRECTOR	21,400.00	21,400.00	1,980.60	18,798.40	2,601.60	87.84 %
100-526-437050	PUBLIC WORKS SUPERVISOR	32,200.00	32,200.00	3,177.00	31,761.29	438.71	98.64 %
100-526-437055	PW ADMIN ASSISTANT	3,000.00	3,000.00	1,149.71	8,741.85	-5,741.85	291.40 %
100-526-437070	UTILITY WORKER, JOURNEY	82,000.00	82,000.00	7,517.40	73,509.61	8,490.39	89.65 %
100-526-439011	SEASONAL HELP	11,000.00	11,000.00	0.00	21,943.64	-10,943.64	199.49 %
100-526-450100	OVERTIME	1,300.00	1,300.00	545.31	2,203.82	-903.82	169.52 %
100-526-450500	CAREER RECOGNITION PAY	1,690.00	1,690.00	167.23	1,599.84	90.16	94.67 %
100-526-470000	ASSOCIATED PAYROLL COSTS	90,000.00	90,000.00	7,888.47	81,117.12	8,882.88	90.13 %
RptCategory: 40 - PERSONNEL SERVICES Total:		242,590.00	242,590.00	22,425.72	239,675.57	2,914.43	98.80 %
RptCategory: 50 - MATERIAL AND SERVICES							
100-526-500110	CONTRACTUAL & PROFESSIONAL SER...	20,000.00	20,000.00	127.45	5,973.48	14,026.52	29.87 %
100-526-520130	OPERATIONS, MAINTENANCE & REPA...	18,000.00	18,000.00	20,546.94	65,585.44	-47,585.44	364.36 %
100-526-520132	HAZARDOUS TREE REMOVAL	29,000.00	29,000.00	0.00	8,543.00	20,457.00	29.46 %
100-526-520134	SPRAY PARK OPS & MAINTENANCE	0.00	0.00	0.00	267.00	-267.00	0.00 %
100-526-520320	FLEET FUEL, MAINTENANCE & REPAIR	30,000.00	30,000.00	862.93	12,755.91	17,244.09	42.52 %
100-526-520400	OFFICE SUPPLIES & EQUIPMENT	2,000.00	2,000.00	60.29	2,160.39	-160.39	108.02 %
100-526-540220	TRAVEL, CONFERENCES & TRAINING	3,000.00	3,000.00	0.00	346.90	2,653.10	11.56 %
100-526-540300	SMALL TOOLS, EQUIPMENT & SAFETY...	20,000.00	20,000.00	342.44	3,076.49	16,923.51	15.38 %
100-526-540400	DUMPING, HAULING, GARBAGE	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
100-526-560100	UTILITIES	25,000.00	25,000.00	580.07	21,369.63	3,630.37	85.48 %
RptCategory: 50 - MATERIAL AND SERVICES Total:		152,000.00	152,000.00	22,520.12	120,078.24	31,921.76	79.00 %
RptCategory: 60 - CAPITAL OUTLAY							
100-526-660100	EQUIPMENT REPLACEMENT RESERVES	115,200.00	115,200.00	0.00	4,199.00	111,001.00	3.64 %
100-526-676050	SYSTEM IMPROVEMENTS & PROJECTS	124,000.00	124,000.00	0.00	4,920.00	119,080.00	3.97 %
RptCategory: 60 - CAPITAL OUTLAY Total:		239,200.00	239,200.00	0.00	9,119.00	230,081.00	3.81 %
Department: 526 - PARKS Total:		633,790.00	633,790.00	44,945.84	368,872.81	264,917.19	58.20 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 527 - RECREATION							
RptCategory: 40 - PERSONNEL SERVICES							
100-527-435110	FIELD MAINTENANCE CREW	10,000.00	10,000.00	122.56	2,256.22	7,743.78	22.56 %
100-527-435120	PLAYGROUND AIDES	14,000.00	14,000.00	0.00	12,141.53	1,858.47	86.73 %
100-527-470000	ASSOCIATED PAYROLL COSTS	5,300.00	5,300.00	16.89	2,325.30	2,974.70	43.87 %
RptCategory: 40 - PERSONNEL SERVICES Total:		29,300.00	29,300.00	139.45	16,723.05	12,576.95	57.08 %
RptCategory: 50 - MATERIAL AND SERVICES							
100-527-500460	COMMUNITY SCHOOL CONTRACT	23,500.00	23,500.00	0.00	23,606.00	-106.00	100.45 %
100-527-510062	SUMMER PROGRAMS	2,700.00	2,700.00	61.43	1,524.15	1,175.85	56.45 %
100-527-510064	SPECIAL EVENTS	850.00	850.00	222.00	543.28	306.72	63.92 %
100-527-520136	MAINTENANCE & SUPPLIES	700.00	700.00	46.12	495.03	204.97	70.72 %
RptCategory: 50 - MATERIAL AND SERVICES Total:		27,750.00	27,750.00	329.55	26,168.46	1,581.54	94.30 %
Department: 527 - RECREATION Total:		57,050.00	57,050.00	469.00	42,891.51	14,158.49	75.18 %
Department: 528 - SENIOR CENTER							
RptCategory: 40 - PERSONNEL SERVICES							
100-528-435210	SENIOR CENTER MANAGER	74,000.00	74,000.00	6,652.00	60,673.30	13,326.70	81.99 %
100-528-435240	TRAM DRIVER	33,500.00	33,500.00	2,575.71	24,442.19	9,057.81	72.96 %
100-528-435250	NUTRITION CATERER	32,000.00	32,000.00	2,266.76	22,819.27	9,180.73	71.31 %
100-528-435280	CENTER ASSISTANT	42,000.00	42,000.00	3,610.86	34,439.39	7,560.61	82.00 %
100-528-435295	BUILDING MONITOR	7,000.00	7,000.00	42.00	1,336.90	5,663.10	19.10 %
100-528-450500	CAREER RECOGNITION PAY	1,500.00	1,500.00	126.26	1,216.14	283.86	81.08 %
100-528-470000	ASSOCIATED PAYROLL COSTS	82,500.00	82,500.00	5,040.56	55,814.96	26,685.04	67.65 %
RptCategory: 40 - PERSONNEL SERVICES Total:		272,500.00	272,500.00	20,314.15	200,742.15	71,757.85	73.67 %
RptCategory: 50 - MATERIAL AND SERVICES							
100-528-500210	COMPUTER/TECHNOLOGY SERVICES	425.00	425.00	0.00	99.98	325.02	23.52 %
100-528-510075	NUTRITION PROGRAM SUPPLIES	13,000.00	13,000.00	1,264.84	9,082.27	3,917.73	69.86 %
100-528-520140	TRAM EXPENSES	6,480.00	6,480.00	381.18	4,452.74	2,027.26	68.72 %
100-528-520190	MISCELLANEOUS EQUIPMENT	2,700.00	2,700.00	0.00	252.39	2,447.61	9.35 %
100-528-520200	BLDG MAINTENANCE & SUPPLIES	3,600.00	3,600.00	1,116.44	3,248.59	351.41	90.24 %
100-528-520320	FLEET FUEL, MAINTENANCE & REPAIR	9,500.00	9,500.00	0.00	36.00	9,464.00	0.38 %
100-528-520400	OFFICE SUPPLIES & EQUIPMENT	6,500.00	6,500.00	405.06	3,570.96	2,929.04	54.94 %
100-528-540200	DUES & MEMBERSHIPS	2,400.00	2,400.00	0.00	561.11	1,838.89	23.38 %
100-528-540230	MILEAGE REIMBURSEMENT	100.00	100.00	0.00	0.00	100.00	0.00 %
100-528-560120	TELEPHONES	3,500.00	3,500.00	279.07	2,791.19	708.81	79.75 %
RptCategory: 50 - MATERIAL AND SERVICES Total:		48,205.00	48,205.00	3,446.59	24,095.23	24,109.77	49.98 %
RptCategory: 60 - CAPITAL OUTLAY							
100-528-641010	BUILDING REPAIR	13,000.00	13,000.00	0.00	0.00	13,000.00	0.00 %
100-528-641090	PLANTON ESTATE	137,959.00	137,959.00	0.00	0.00	137,959.00	0.00 %
RptCategory: 60 - CAPITAL OUTLAY Total:		150,959.00	150,959.00	0.00	0.00	150,959.00	0.00 %
Department: 528 - SENIOR CENTER Total:		471,664.00	471,664.00	23,760.74	224,837.38	246,826.62	47.67 %
Department: 529 - LIBRARY							
RptCategory: 40 - PERSONNEL SERVICES							
100-529-435320	LIBRARY ASSISTANT II	470,000.00	470,000.00	20,784.71	221,176.02	248,823.98	47.06 %
100-529-435392	ON CALL LIB ASSISTANT	35,900.00	35,900.00	2,465.94	27,632.98	8,267.02	76.97 %
100-529-450500	CAREER RECOGNITION PAY	3,925.00	3,925.00	139.79	1,314.27	2,610.73	33.48 %
100-529-470000	ASSOCIATED PAYROLL COSTS	126,500.00	126,500.00	10,794.87	116,187.51	10,312.49	91.85 %
RptCategory: 40 - PERSONNEL SERVICES Total:		636,325.00	636,325.00	34,185.31	366,310.78	270,014.22	57.57 %
RptCategory: 50 - MATERIAL AND SERVICES							
100-529-500110	CONTRACTUAL & PROFESSIONAL SER...	74,310.00	74,310.00	15,958.00	47,874.00	26,436.00	64.42 %
100-529-500210	COMPUTER/TECHNOLOGY SERVICES	20,000.00	20,000.00	0.00	18,312.46	1,687.54	91.56 %
100-529-510081	NEW BOOKS	115,000.00	115,000.00	7,551.22	59,945.15	55,054.85	52.13 %
100-529-510082	ADULT/CHILDREN'S PROGRAMS	11,000.00	11,000.00	273.66	2,573.70	8,426.30	23.40 %
100-529-510084	READY TO READ GRANT	3,300.00	3,300.00	0.00	3,002.69	297.31	90.99 %
100-529-510086	LIB FOUNDATION FUNDED PROGRAM	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
100-529-510100	MARKETING	1,300.00	1,300.00	0.00	0.00	1,300.00	0.00 %
100-529-520400	OFFICE SUPPLIES & EQUIPMENT	6,800.00	6,800.00	270.46	4,413.00	2,387.00	64.90 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 04/30/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-529-530100	RENTALS AND LEASES	12,000.00	12,000.00	671.91	6,194.68	5,805.32	51.62 %
100-529-540200	DUES & MEMBERSHIPS	6,000.00	6,000.00	0.00	480.00	5,520.00	8.00 %
100-529-542000	PUBLICATIONS & SUBSCRIPTIONS	4,100.00	4,100.00	213.50	3,673.50	426.50	89.60 %
100-529-560120	TELEPHONES	950.00	950.00	0.00	0.00	950.00	0.00 %
RptCategory: 50 - MATERIAL AND SERVICES Total:		260,760.00	260,760.00	24,938.75	146,469.18	114,290.82	56.17 %
Department: 529 - LIBRARY Total:		897,085.00	897,085.00	59,124.06	512,779.96	384,305.04	57.16 %
Department: 600 - DEBT SERVICE							
RptCategory: 70 - DEBT SERVICE							
100-600-730040	DEBT SERVICE - INTEREST	0.00	45,250.00	0.00	45,000.00	250.00	99.45 %
RptCategory: 70 - DEBT SERVICE Total:		0.00	45,250.00	0.00	45,000.00	250.00	99.45 %
Department: 600 - DEBT SERVICE Total:		0.00	45,250.00	0.00	45,000.00	250.00	99.45 %
Department: 920 - TRANSFER OUT							
RptCategory: 89 - TRANSFERS OUT							
100-920-899205	TRANSFER OUT TO ROAD & STREET F...	221,175.00	221,175.00	0.00	0.00	221,175.00	0.00 %
100-920-899390	TRANSFER OUT TO URBAN RENEWAL	0.00	3,000,000.00	0.00	3,000,000.00	0.00	100.00 %
RptCategory: 89 - TRANSFERS OUT Total:		221,175.00	3,221,175.00	0.00	3,000,000.00	221,175.00	93.13 %
Department: 920 - TRANSFER OUT Total:		221,175.00	3,221,175.00	0.00	3,000,000.00	221,175.00	93.13 %
Department: 990 - CONTINGENCY							
RptCategory: 90 - OTHER							
100-990-910000	CONTINGENCY FUNDS	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00 %
RptCategory: 90 - OTHER Total:		400,000.00	400,000.00	0.00	0.00	400,000.00	0.00 %
Department: 990 - CONTINGENCY Total:		400,000.00	400,000.00	0.00	0.00	400,000.00	0.00 %
Expense Total:		10,352,506.00	13,397,756.00	608,491.07	8,707,021.67	4,690,734.33	64.99 %
Fund: 100 - GENERAL FUND Surplus (Deficit):		0.00	0.00	73,203.20	1,896,800.36	1,896,800.36	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 04/30/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 205 - ROAD AND STREET FUND							
Revenue							
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL							
RptType: 3000 - BEG FUND BAL.							
205-000-309999	BEGINNING FUND BALANCE	1,807,000.00	1,807,000.00	0.00	0.00	-1,807,000.00	0.00 %
	RptType: 3000 - BEG FUND BAL. Total:	1,807,000.00	1,807,000.00	0.00	0.00	-1,807,000.00	0.00 %
RptType: 3110 - STATE SHARED TAXES							
205-000-310140	STATE HIGHWAY TAXES	750,000.00	750,000.00	47,717.18	718,247.20	-31,752.80	95.77 %
	RptType: 3110 - STATE SHARED TAXES Total:	750,000.00	750,000.00	47,717.18	718,247.20	-31,752.80	95.77 %
RptType: 3141 - SDC							
205-000-314075	TRANSPORTATION SDC'S	10,000.00	10,000.00	3,536.00	45,416.97	35,416.97	454.17 %
	RptType: 3141 - SDC Total:	10,000.00	10,000.00	3,536.00	45,416.97	35,416.97	454.17 %
RptType: 3600 - MISCELLANEOUS							
205-000-360000	ALL OTHER ROAD/STREET RECEIPTS	30,000.00	30,000.00	5,320.00	21,423.02	-8,576.98	71.41 %
	RptType: 3600 - MISCELLANEOUS Total:	30,000.00	30,000.00	5,320.00	21,423.02	-8,576.98	71.41 %
	Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	2,597,000.00	2,597,000.00	56,573.18	785,087.19	-1,811,912.81	30.23 %
Department: 910 - TRANSFER IN							
RptType: 3990 - TRANSFERS IN							
205-910-399100	TRANSFER IN FROM GENERAL FUND	221,175.00	221,175.00	0.00	0.00	-221,175.00	0.00 %
205-910-399730	TRANSFER IN FROM SEWER FUND	113,650.00	113,650.00	0.00	0.00	-113,650.00	0.00 %
205-910-399740	TRANSFER IN FROM WATER FUND	72,125.00	72,125.00	0.00	0.00	-72,125.00	0.00 %
205-910-399750	TRANSFER IN FROM STORM WATER	37,500.00	37,500.00	0.00	0.00	-37,500.00	0.00 %
	RptType: 3990 - TRANSFERS IN Total:	444,450.00	444,450.00	0.00	0.00	-444,450.00	0.00 %
	Department: 910 - TRANSFER IN Total:	444,450.00	444,450.00	0.00	0.00	-444,450.00	0.00 %
	Revenue Total:	3,041,450.00	3,041,450.00	56,573.18	785,087.19	-2,256,362.81	25.81 %
Expense							
Department: 305 - ROAD AND STREET							
RptCategory: 40 - PERSONNEL SERVICES							
205-305-437049	PUBLIC WORKS DIRECTOR	21,500.00	21,500.00	1,980.60	18,798.40	2,701.60	87.43 %
205-305-437050	PUBLIC WORKS SUPERVISOR	35,050.00	35,050.00	3,177.00	31,761.28	3,288.72	90.62 %
205-305-437055	PW ADMIN ASSISTANT	5,150.00	5,150.00	1,149.71	8,741.85	-3,591.85	169.74 %
205-305-437070	UTILITY WORKER, JOURNEY	115,000.00	115,000.00	9,097.71	92,419.32	22,580.68	80.36 %
205-305-439011	SEASONAL HELP	30,000.00	30,000.00	0.00	5,130.00	24,870.00	17.10 %
205-305-450100	OVERTIME	6,000.00	6,000.00	269.19	2,235.61	3,764.39	37.26 %
205-305-450500	CAREER RECOGNITION PAY	610.00	610.00	51.12	528.60	81.40	86.66 %
205-305-470000	ASSOCIATED PAYROLL COSTS	92,000.00	92,000.00	9,556.03	96,795.48	-4,795.48	105.21 %
	RptCategory: 40 - PERSONNEL SERVICES Total:	305,310.00	305,310.00	25,281.36	256,410.54	48,899.46	83.98 %
RptCategory: 50 - MATERIAL AND SERVICES							
205-305-500110	CONTRACTUAL & PROFESSIONAL SER...	60,000.00	60,000.00	3,087.19	17,089.76	42,910.24	28.48 %
205-305-520130	OPERATIONS, MAINTENANCE & REPA...	485,000.00	485,000.00	188.76	74,201.74	410,798.26	15.30 %
205-305-520172	STREET LIGHT MAINTENANCE	78,000.00	78,000.00	6,467.07	60,226.18	17,773.82	77.21 %
205-305-520176	TRAFFIC SIGNAL MAINTENANCE	41,000.00	41,000.00	0.00	261.37	40,738.63	0.64 %
205-305-520178	STREET SIGN MAINTENANCE	35,000.00	35,000.00	1,341.56	14,958.90	20,041.10	42.74 %
205-305-520195	50/50 SIDEWALK REPAIR COST SHARE	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
205-305-520320	FLEET FUEL, MAINTENANCE & REPAIR	85,000.00	85,000.00	698.82	15,705.14	69,294.86	18.48 %
205-305-520400	OFFICE SUPPLIES & EQUIPMENT	2,700.00	2,700.00	80.91	1,301.48	1,398.52	48.20 %
205-305-540220	TRAVEL, CONFERENCES & TRAINING	4,800.00	4,800.00	0.00	371.88	4,428.12	7.75 %
205-305-540300	SMALL TOOLS, EQUIPMENT & SAFETY...	39,000.00	39,000.00	1,100.05	5,358.76	33,641.24	13.74 %
205-305-540400	DUMPING, HAULING, GARBAGE	32,000.00	32,000.00	179.85	479.85	31,520.15	1.50 %
205-305-560100	UTILITIES	2,000.00	2,000.00	53.88	471.63	1,528.37	23.58 %
	RptCategory: 50 - MATERIAL AND SERVICES Total:	884,500.00	884,500.00	13,198.09	190,426.69	694,073.31	21.53 %
RptCategory: 60 - CAPITAL OUTLAY							
205-305-660100	EQUIPMENT REPLACEMENT RESERVES	425,000.00	425,000.00	0.00	4,199.00	420,801.00	0.99 %
205-305-675054	NEW STREET LIGHTS	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
205-305-675056	BIKEWAY & SIDEWALK IMPROVEMENT	57,000.00	57,000.00	0.00	0.00	57,000.00	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 04/30/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
205-305-676050	SYSTEM IMPROVEMENTS & PROJECTS	756,000.00	756,000.00	0.00	0.00	756,000.00	0.00 %
205-305-678090	RESERVE FROM SDC'S	327,535.00	327,535.00	0.00	0.00	327,535.00	0.00 %
	RptCategory: 60 - CAPITAL OUTLAY Total:	1,585,535.00	1,585,535.00	0.00	4,199.00	1,581,336.00	0.26 %
	Department: 305 - ROAD AND STREET Total:	2,775,345.00	2,775,345.00	38,479.45	451,036.23	2,324,308.77	16.25 %
	Department: 920 - TRANSFER OUT						
	RptCategory: 89 - TRANSFERS OUT						
205-920-899100	TRANSFER OUT TO GENERAL FUND	66,105.00	66,105.00	0.00	0.00	66,105.00	0.00 %
	RptCategory: 89 - TRANSFERS OUT Total:	66,105.00	66,105.00	0.00	0.00	66,105.00	0.00 %
	Department: 920 - TRANSFER OUT Total:	66,105.00	66,105.00	0.00	0.00	66,105.00	0.00 %
	Department: 990 - CONTINGENCY						
	RptCategory: 90 - OTHER						
205-990-910000	CONTINGENCY FUNDS	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
	RptCategory: 90 - OTHER Total:	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
	Department: 990 - CONTINGENCY Total:	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
	Expense Total:	3,041,450.00	3,041,450.00	38,479.45	451,036.23	2,590,413.77	14.83 %
	Fund: 205 - ROAD AND STREET FUND Surplus (Deficit):	0.00	0.00	18,093.73	334,050.96	334,050.96	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 04/30/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 228 - POLICE LEVY FUND							
Revenue							
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL							
RptType: 3000 - BEG FUND BAL.							
228-000-309999	BEGINNING FUND BALANCE	444,340.00	444,340.00	0.00	0.00	-444,340.00	0.00 %
	RptType: 3000 - BEG FUND BAL. Total:	444,340.00	444,340.00	0.00	0.00	-444,340.00	0.00 %
RptType: 3100 - LOCAL TAXES							
228-000-310020	CURRENT LEVY TAX	637,825.00	637,825.00	1,896.53	573,281.24	-64,543.76	89.88 %
228-000-310050	PRIOR YEAR TAXES	30,000.00	30,000.00	320.20	4,415.43	-25,584.57	14.72 %
	RptType: 3100 - LOCAL TAXES Total:	667,825.00	667,825.00	2,216.73	577,696.67	-90,128.33	86.50 %
RptType: 3301 - INTEREST							
228-000-330100	INTEREST	4,000.00	4,000.00	712.42	5,281.24	1,281.24	132.03 %
	RptType: 3301 - INTEREST Total:	4,000.00	4,000.00	712.42	5,281.24	1,281.24	132.03 %
	Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	1,116,165.00	1,116,165.00	2,929.15	582,977.91	-533,187.09	52.23 %
	Revenue Total:	1,116,165.00	1,116,165.00	2,929.15	582,977.91	-533,187.09	52.23 %
Expense							
Department: 245 - POLICE LEVY							
RptCategory: 40 - PERSONNEL SERVICES							
228-245-432160	POLICE OFFICER	129,000.00	129,000.00	5,950.32	61,619.92	67,380.08	47.77 %
228-245-432165	SCHOOL RESOURCE OFFICER	64,000.00	64,000.00	5,912.55	59,509.77	4,490.23	92.98 %
228-245-432180	MUNICIPAL ORDINANCE SPECIALIST	47,000.00	47,000.00	4,684.00	48,164.16	-1,164.16	102.48 %
228-245-432192	ON CALL POLICE RECORDS CLERK	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
228-245-432195	EXECUTIVE ASSISTANT	60,000.00	60,000.00	0.00	18,810.84	41,189.16	31.35 %
228-245-450100	OVERTIME	26,800.00	26,800.00	755.33	20,639.80	6,160.20	77.01 %
228-245-450200	HOLIDAY PAY	3,200.00	3,200.00	0.00	747.22	2,452.78	23.35 %
228-245-450300	PROFICIENCY PAY	16,875.00	16,875.00	736.15	8,198.89	8,676.11	48.59 %
228-245-450500	CAREER RECOGNITION PAY	600.00	600.00	117.10	1,248.68	-648.68	208.11 %
228-245-450600	UNIFORM ALLOWANCE	3,000.00	3,000.00	-250.00	1,375.00	1,625.00	45.83 %
228-245-470000	ASSOCIATED PAYROLL COSTS	311,000.00	311,000.00	12,273.65	130,915.57	180,084.43	42.10 %
	RptCategory: 40 - PERSONNEL SERVICES Total:	671,475.00	671,475.00	30,179.10	351,229.85	320,245.15	52.31 %
RptCategory: 50 - MATERIAL AND SERVICES							
228-245-500498	SHARE COST CCOM DISPATCH	132,000.00	132,000.00	11,009.08	110,090.80	21,909.20	83.40 %
228-245-510032	SRO EXPENSES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
228-245-510040	K-9 EXPENSES	0.00	0.00	123.20	217.87	-217.87	0.00 %
228-245-520310	MAINTENANCE, REPAIR & OPERATION	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
	RptCategory: 50 - MATERIAL AND SERVICES Total:	137,000.00	137,000.00	11,132.28	110,308.67	26,691.33	80.52 %
	Department: 245 - POLICE LEVY Total:	808,475.00	808,475.00	41,311.38	461,538.52	346,936.48	57.09 %
Department: 920 - TRANSFER OUT							
RptCategory: 89 - TRANSFERS OUT							
228-920-899100	TRANSFER OUT TO GENERAL FUND	14,990.00	14,990.00	0.00	0.00	14,990.00	0.00 %
	RptCategory: 89 - TRANSFERS OUT Total:	14,990.00	14,990.00	0.00	0.00	14,990.00	0.00 %
	Department: 920 - TRANSFER OUT Total:	14,990.00	14,990.00	0.00	0.00	14,990.00	0.00 %
Department: 990 - CONTINGENCY							
RptCategory: 90 - OTHER							
228-990-910000	CONTINGENCY FUNDS	292,700.00	292,700.00	0.00	0.00	292,700.00	0.00 %
	RptCategory: 90 - OTHER Total:	292,700.00	292,700.00	0.00	0.00	292,700.00	0.00 %
	Department: 990 - CONTINGENCY Total:	292,700.00	292,700.00	0.00	0.00	292,700.00	0.00 %
	Expense Total:	1,116,165.00	1,116,165.00	41,311.38	461,538.52	654,626.48	41.35 %
	Fund: 228 - POLICE LEVY FUND Surplus (Deficit):	0.00	0.00	-38,382.23	121,439.39	121,439.39	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 04/30/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 229 - FIRE LEVY FUND							
Revenue							
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL							
RptType: 3000 - BEG FUND BAL.							
229-000-309999	BEGINNING FUND BALANCE	412,800.00	412,800.00	0.00	0.00	-412,800.00	0.00 %
	RptType: 3000 - BEG FUND BAL. Total:	412,800.00	412,800.00	0.00	0.00	-412,800.00	0.00 %
RptType: 3100 - LOCAL TAXES							
229-000-310020	CURRENT LEVY TAX	274,520.00	274,520.00	864.85	261,428.00	-13,092.00	95.23 %
229-000-310050	PRIOR YEAR TAXES	7,000.00	7,000.00	146.02	2,013.52	-4,986.48	28.76 %
	RptType: 3100 - LOCAL TAXES Total:	281,520.00	281,520.00	1,010.87	263,441.52	-18,078.48	93.58 %
RptType: 3301 - INTEREST							
229-000-330100	INTEREST	4,500.00	4,500.00	1,257.05	10,208.70	5,708.70	226.86 %
	RptType: 3301 - INTEREST Total:	4,500.00	4,500.00	1,257.05	10,208.70	5,708.70	226.86 %
	Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	698,820.00	698,820.00	2,267.92	273,650.22	-425,169.78	39.16 %
	Revenue Total:	698,820.00	698,820.00	2,267.92	273,650.22	-425,169.78	39.16 %
Expense							
Department: 255 - FIRE LEVY							
RptCategory: 40 - PERSONNEL SERVICES							
229-255-432230	TRAINING CAPTAIN	84,720.00	84,720.00	6,034.00	68,378.53	16,341.47	80.71 %
229-255-439010	PART TIME	50,000.00	50,000.00	1,724.80	17,284.60	32,715.40	34.57 %
229-255-439011	SEASONAL HELP	10,000.00	10,000.00	0.00	10,190.78	-190.78	101.91 %
229-255-470000	ASSOCIATED PAYROLL COSTS	73,000.00	73,000.00	5,047.84	50,856.11	22,143.89	69.67 %
	RptCategory: 40 - PERSONNEL SERVICES Total:	217,720.00	217,720.00	12,806.64	146,710.02	71,009.98	67.38 %
RptCategory: 50 - MATERIAL AND SERVICES							
229-255-500110	CONTRACTUAL & PROFESSIONAL SER...	3,600.00	3,600.00	750.00	4,845.54	-1,245.54	134.60 %
229-255-520365	EQUIPMENT TESTING & SERVICE	15,200.00	15,200.00	0.00	4,791.00	10,409.00	31.52 %
229-255-520400	OFFICE SUPPLIES & EQUIPMENT	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
	RptCategory: 50 - MATERIAL AND SERVICES Total:	38,800.00	38,800.00	750.00	9,636.54	29,163.46	24.84 %
RptCategory: 60 - CAPITAL OUTLAY							
229-255-641030	TRAINING FACILITY	78,000.00	78,000.00	0.00	0.00	78,000.00	0.00 %
229-255-660116	FIRE APPARATUS	300,000.00	300,000.00	0.00	0.00	300,000.00	0.00 %
229-255-660120	FIRE, EMS & EXTRICATION EQUIPME...	41,000.00	41,000.00	0.00	20,877.60	20,122.40	50.92 %
	RptCategory: 60 - CAPITAL OUTLAY Total:	419,000.00	419,000.00	0.00	20,877.60	398,122.40	4.98 %
	Department: 255 - FIRE LEVY Total:	675,520.00	675,520.00	13,556.64	177,224.16	498,295.84	26.24 %
Department: 920 - TRANSFER OUT							
RptCategory: 89 - TRANSFERS OUT							
229-920-899100	TRANSFER OUT TO GENERAL FUND	6,300.00	6,300.00	0.00	0.00	6,300.00	0.00 %
	RptCategory: 89 - TRANSFERS OUT Total:	6,300.00	6,300.00	0.00	0.00	6,300.00	0.00 %
	Department: 920 - TRANSFER OUT Total:	6,300.00	6,300.00	0.00	0.00	6,300.00	0.00 %
Department: 990 - CONTINGENCY							
RptCategory: 90 - OTHER							
229-990-910000	CONTINGENCY FUNDS	17,000.00	17,000.00	0.00	0.00	17,000.00	0.00 %
	RptCategory: 90 - OTHER Total:	17,000.00	17,000.00	0.00	0.00	17,000.00	0.00 %
	Department: 990 - CONTINGENCY Total:	17,000.00	17,000.00	0.00	0.00	17,000.00	0.00 %
	Expense Total:	698,820.00	698,820.00	13,556.64	177,224.16	521,595.84	25.36 %
	Fund: 229 - FIRE LEVY FUND Surplus (Deficit):	0.00	0.00	-11,288.72	96,426.06	96,426.06	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 04/30/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 306 - LIBRARY CAPITAL FUND							
Revenue							
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL							
RptType: 3101 - DNU							
306-000-310130	LIBRARY CONTR FROM COUNTY	2,600,000.00	2,600,000.00	0.00	0.00	-2,600,000.00	0.00 %
	RptType: 3101 - DNU Total:	2,600,000.00	2,600,000.00	0.00	0.00	-2,600,000.00	0.00 %
RptType: 3160 - DEBT SERVICE PROCEEDS							
306-000-316000	DEBT SERVICE PROCEEDS	2,700,000.00	2,700,000.00	0.00	0.00	-2,700,000.00	0.00 %
	RptType: 3160 - DEBT SERVICE PROCEEDS Total:	2,700,000.00	2,700,000.00	0.00	0.00	-2,700,000.00	0.00 %
	Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	5,300,000.00	5,300,000.00	0.00	0.00	-5,300,000.00	0.00 %
	Revenue Total:	5,300,000.00	5,300,000.00	0.00	0.00	-5,300,000.00	0.00 %
Expense							
Department: 529 - LIBRARY							
RptCategory: 50 - MATERIAL AND SERVICES							
306-529-500110	CONTRACTUAL & PROFESSIONAL SER...	650,000.00	650,000.00	0.00	0.00	650,000.00	0.00 %
	RptCategory: 50 - MATERIAL AND SERVICES Total:	650,000.00	650,000.00	0.00	0.00	650,000.00	0.00 %
RptCategory: 60 - CAPITAL OUTLAY							
306-529-620000	CONSTRUCTION	2,400,000.00	2,400,000.00	0.00	0.00	2,400,000.00	0.00 %
306-529-660000	FURNISHINGS & EQUIPMENT	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00 %
306-529-670000	INFRASTRUCTURE	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00 %
	RptCategory: 60 - CAPITAL OUTLAY Total:	3,400,000.00	3,400,000.00	0.00	0.00	3,400,000.00	0.00 %
	Department: 529 - LIBRARY Total:	4,050,000.00	4,050,000.00	0.00	0.00	4,050,000.00	0.00 %
Department: 990 - CONTINGENCY							
RptCategory: 90 - OTHER							
306-990-910000	CONTINGENCY FUNDS	1,250,000.00	1,250,000.00	0.00	0.00	1,250,000.00	0.00 %
	RptCategory: 90 - OTHER Total:	1,250,000.00	1,250,000.00	0.00	0.00	1,250,000.00	0.00 %
	Department: 990 - CONTINGENCY Total:	1,250,000.00	1,250,000.00	0.00	0.00	1,250,000.00	0.00 %
	Expense Total:	5,300,000.00	5,300,000.00	0.00	0.00	5,300,000.00	0.00 %
	Fund: 306 - LIBRARY CAPITAL FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 04/30/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 307 - CIVIC BUILDINGS CAPITAL FUND (NEW)							
Revenue							
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL							
RptType: 3000 - BEG FUND BAL.							
307-000-309999	BEGINNING FUND BALANCE	0.00	37,658.00	0.00	0.00	-37,658.00	0.00 %
	RptType: 3000 - BEG FUND BAL. Total:	0.00	37,658.00	0.00	0.00	-37,658.00	0.00 %
RptType: 3160 - DEBT SERVICE PROCEEDS							
307-000-316000	DEBT SERVICE PROCEEDS	5,200,000.00	0.00	0.00	0.00	0.00	0.00 %
	RptType: 3160 - DEBT SERVICE PROCEEDS Total:	5,200,000.00	0.00	0.00	0.00	0.00	0.00 %
	Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	5,200,000.00	37,658.00	0.00	0.00	-37,658.00	0.00 %
Department: 910 - TRANSFER IN							
RptType: 3990 - TRANSFERS IN							
307-910-399390	TRANSFER IN FROM URBAN RENEWAL	4,640,000.00	13,248,600.00	0.00	347,044.03	-12,901,555.97	2.62 %
	RptType: 3990 - TRANSFERS IN Total:	4,640,000.00	13,248,600.00	0.00	347,044.03	-12,901,555.97	2.62 %
	Department: 910 - TRANSFER IN Total:	4,640,000.00	13,248,600.00	0.00	347,044.03	-12,901,555.97	2.62 %
	Revenue Total:	9,840,000.00	13,286,258.00	0.00	347,044.03	-12,939,213.97	2.61 %
Expense							
Department: 307 - CIVIC CENTER PROJECT							
RptCategory: 50 - MATERIAL AND SERVICES							
307-307-620310	D/B SELECTION PM	0.00	6,442.00	0.00	0.00	6,442.00	0.00 %
307-307-620320	PROJECT MGMT-OWNERS REP	0.00	181,047.00	6,318.18	37,656.28	143,390.72	20.80 %
307-307-620325	OTHER PROF. SERVICES	0.00	10,000.00	127.94	225.44	9,774.56	2.25 %
307-307-620330	PROJECT LEGAL COSTS	0.00	11,561.00	0.00	3,340.71	8,220.29	28.90 %
307-307-620360	FINANCE CONSULTING	0.00	20,000.00	0.00	0.00	20,000.00	0.00 %
	RptCategory: 50 - MATERIAL AND SERVICES Total:	0.00	229,050.00	6,446.12	41,222.43	187,827.57	18.00 %
RptCategory: 60 - CAPITAL OUTLAY							
307-307-620100	CONSTRUCTION - PHASE 1	0.00	395,222.00	2,200.00	385,504.50	9,717.50	97.54 %
307-307-620110	CONSTRUCTION - PHASE 2	0.00	11,548,428.00	540,186.00	741,886.00	10,806,542.00	6.42 %
307-307-620340	TESTING & SPECIAL INSP.	0.00	60,000.00	0.00	0.00	60,000.00	0.00 %
307-307-620365	LAND ACQUISITION/SITE PREP	0.00	958.00	0.00	0.00	958.00	0.00 %
307-307-620370	ADD ALTERNATES	0.00	775,000.00	0.00	-2,500.00	777,500.00	-0.32 %
	RptCategory: 60 - CAPITAL OUTLAY Total:	0.00	12,779,608.00	542,386.00	1,124,890.50	11,654,717.50	8.80 %
RptCategory: 70 - DEBT SERVICE							
307-307-740040	OFU-ISSUANCE COSTS	0.00	128,600.00	0.00	132,806.59	-4,206.59	103.27 %
	RptCategory: 70 - DEBT SERVICE Total:	0.00	128,600.00	0.00	132,806.59	-4,206.59	103.27 %
RptCategory: 90 - OTHER							
307-307-620390	PROJECT CONTINGENCY	0.00	149,000.00	0.00	0.00	149,000.00	0.00 %
	RptCategory: 90 - OTHER Total:	0.00	149,000.00	0.00	0.00	149,000.00	0.00 %
	Department: 307 - CIVIC CENTER PROJECT Total:	0.00	13,286,258.00	548,832.12	1,298,919.52	11,987,338.48	9.78 %
	Expense Total:	0.00	13,286,258.00	548,832.12	1,298,919.52	11,987,338.48	9.78 %
	Fund: 307 - CIVIC BUILDINGS CAPITAL FUND (NEW) Surplus (Deficit):	9,840,000.00	0.00	-548,832.12	-951,875.49	-951,875.49	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 04/30/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 390 - URBAN RENEWAL FUND							
Revenue							
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL							
RptType: 3000 - BEG FUND BAL.							
390-000-309999	BEGINNING FUND BALANCE	7,391,000.00	7,391,000.00	0.00	0.00	-7,391,000.00	0.00 %
	RptType: 3000 - BEG FUND BAL. Total:	7,391,000.00	7,391,000.00	0.00	0.00	-7,391,000.00	0.00 %
RptType: 3100 - LOCAL TAXES							
390-000-310010	CURRENT YEAR TAXES	726,000.00	726,000.00	3,003.70	907,967.07	181,967.07	125.06 %
390-000-310050	PRIOR YEAR TAXES	26,000.00	26,000.00	502.67	6,917.13	-19,082.87	26.60 %
	RptType: 3100 - LOCAL TAXES Total:	752,000.00	752,000.00	3,506.37	914,884.20	162,884.20	121.66 %
RptType: 3160 - DEBT SERVICE PROCEEDS							
390-000-381000	OFS-DEBT PROCEEDS	0.00	3,800,000.00	0.00	3,800,000.00	0.00	100.00 %
	RptType: 3160 - DEBT SERVICE PROCEEDS Total:	0.00	3,800,000.00	0.00	3,800,000.00	0.00	100.00 %
RptType: 3301 - INTEREST							
390-000-330100	INTEREST	20,000.00	20,000.00	32,973.82	289,333.44	269,333.44	1,446.67 %
	RptType: 3301 - INTEREST Total:	20,000.00	20,000.00	32,973.82	289,333.44	269,333.44	1,446.67 %
	Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	8,163,000.00	11,963,000.00	36,480.19	5,004,217.64	-6,958,782.36	41.83 %
Department: 910 - TRANSFER IN							
RptType: 3990 - TRANSFERS IN							
390-910-399100	TRANSFER IN FROM GENERAL FUND	0.00	3,000,000.00	0.00	3,000,000.00	0.00	100.00 %
	RptType: 3990 - TRANSFERS IN Total:	0.00	3,000,000.00	0.00	3,000,000.00	0.00	100.00 %
	Department: 910 - TRANSFER IN Total:	0.00	3,000,000.00	0.00	3,000,000.00	0.00	100.00 %
	Revenue Total:	8,163,000.00	14,963,000.00	36,480.19	8,004,217.64	-6,958,782.36	53.49 %
Expense							
Department: 410 - URBAN RENEWAL							
RptCategory: 50 - MATERIAL AND SERVICES							
390-410-500110	CONTRACTUAL & PROFESSIONAL SER...	59,000.00	100.00	250.00	416.14	-316.14	416.14 %
390-410-500120	MUNICIPAL AUDIT CONTRACT	10,000.00	10,000.00	0.00	10,150.00	-150.00	101.50 %
390-410-530000	FIRE & LIABILITY INSURANCE	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
	RptCategory: 50 - MATERIAL AND SERVICES Total:	84,000.00	25,100.00	250.00	10,566.14	14,533.86	42.10 %
RptCategory: 70 - DEBT SERVICE							
390-410-730040	DEBT SERVICE - INTEREST	0.00	57,126.00	0.00	57,124.74	1.26	100.00 %
	RptCategory: 70 - DEBT SERVICE Total:	0.00	57,126.00	0.00	57,124.74	1.26	100.00 %
RptCategory: 89 - TRANSFERS OUT							
390-410-899100	TRANSFER OUT TO GENERAL FUND	0.00	45,250.00	0.00	45,000.00	250.00	99.45 %
	RptCategory: 89 - TRANSFERS OUT Total:	0.00	45,250.00	0.00	45,000.00	250.00	99.45 %
	Department: 410 - URBAN RENEWAL Total:	84,000.00	127,476.00	250.00	112,690.88	14,785.12	88.40 %
Department: 920 - TRANSFER OUT							
RptCategory: 89 - TRANSFERS OUT							
390-920-899307	TRANSFER OUT TO CIVIC BUILDINGS ...	4,820,000.00	13,248,600.00	400,000.00	747,044.03	12,501,555.97	5.64 %
	RptCategory: 89 - TRANSFERS OUT Total:	4,820,000.00	13,248,600.00	400,000.00	747,044.03	12,501,555.97	5.64 %
	Department: 920 - TRANSFER OUT Total:	4,820,000.00	13,248,600.00	400,000.00	747,044.03	12,501,555.97	5.64 %
Department: 990 - CONTINGENCY							
RptCategory: 90 - OTHER							
390-990-910000	CONTINGENCY FUNDS	2,824,000.00	1,586,924.00	0.00	0.00	1,586,924.00	0.00 %
	RptCategory: 90 - OTHER Total:	2,824,000.00	1,586,924.00	0.00	0.00	1,586,924.00	0.00 %
	Department: 990 - CONTINGENCY Total:	2,824,000.00	1,586,924.00	0.00	0.00	1,586,924.00	0.00 %
	Expense Total:	7,728,000.00	14,963,000.00	400,250.00	859,734.91	14,103,265.09	5.75 %
	Fund: 390 - URBAN RENEWAL FUND Surplus (Deficit):	435,000.00	0.00	-363,769.81	7,144,482.73	7,144,482.73	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 04/30/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 730 - SEWER FUND							
Revenue							
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL							
RptType: 3000 - BEG FUND BAL.							
730-000-309999	BEGINNING FUND BALANCE	2,011,995.00	2,011,995.00	0.00	0.00	-2,011,995.00	0.00 %
	RptType: 3000 - BEG FUND BAL. Total:	2,011,995.00	2,011,995.00	0.00	0.00	-2,011,995.00	0.00 %
RptType: 3140 - CHARGES FOR SERVICES							
730-000-314050	OAK LODGE SANITARY	538,000.00	538,000.00	51,058.57	505,902.62	-32,097.38	94.03 %
730-000-314055	TRI-CITY SERVICE DISTRICT	1,695,000.00	1,695,000.00	148,064.58	1,491,934.19	-203,065.81	88.02 %
730-000-314080	CONNECTION FEES	25,000.00	25,000.00	176.19	12,375.19	-12,624.81	49.50 %
	RptType: 3140 - CHARGES FOR SERVICES Total:	2,258,000.00	2,258,000.00	199,299.34	2,010,212.00	-247,788.00	89.03 %
RptType: 3141 - SDC							
730-000-314110	SEWER SDC'S (13%)	5,000.00	5,000.00	3,490.00	28,238.09	23,238.09	564.76 %
	RptType: 3141 - SDC Total:	5,000.00	5,000.00	3,490.00	28,238.09	23,238.09	564.76 %
RptType: 3600 - MISCELLANEOUS							
730-000-360000	ALL OTHER SEWER RECEIPTS	10,000.00	10,000.00	200.00	1,185.00	-8,815.00	11.85 %
	RptType: 3600 - MISCELLANEOUS Total:	10,000.00	10,000.00	200.00	1,185.00	-8,815.00	11.85 %
	Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	4,284,995.00	4,284,995.00	202,989.34	2,039,635.09	-2,245,359.91	47.60 %
	Revenue Total:	4,284,995.00	4,284,995.00	202,989.34	2,039,635.09	-2,245,359.91	47.60 %
Expense							
Department: 703 - SEWER							
RptCategory: 40 - PERSONNEL SERVICES							
730-703-431500	ACCOUNTING CLERK	13,900.00	13,900.00	1,372.20	13,507.89	392.11	97.18 %
730-703-437049	PUBLIC WORKS DIRECTOR	21,500.00	21,500.00	1,980.60	18,798.40	2,701.60	87.43 %
730-703-437050	PUBLIC WORKS SUPERVISOR	30,000.00	30,000.00	2,375.68	24,228.28	5,771.72	80.76 %
730-703-437055	PW ADMIN ASSISTANT	7,500.00	7,500.00	1,149.71	8,741.85	-1,241.85	116.56 %
730-703-437070	UTILITY WORKER, JOURNEY	84,000.00	84,000.00	5,079.00	66,705.18	17,294.82	79.41 %
730-703-439011	SEASONAL HELP	15,000.00	15,000.00	0.00	5,400.00	9,600.00	36.00 %
730-703-450100	OVERTIME	5,200.00	5,200.00	1,351.38	3,812.70	1,387.30	73.32 %
730-703-450500	CAREER RECOGNITION PAY	3,500.00	3,500.00	173.58	1,928.54	1,571.46	55.10 %
730-703-470000	ASSOCIATED PAYROLL COSTS	125,000.00	125,000.00	6,554.14	64,358.90	60,641.10	51.49 %
	RptCategory: 40 - PERSONNEL SERVICES Total:	305,600.00	305,600.00	20,036.29	207,481.74	98,118.26	67.89 %
RptCategory: 50 - MATERIAL AND SERVICES							
730-703-500110	CONTRACTUAL & PROFESSIONAL SER...	33,000.00	33,000.00	10,033.38	30,169.81	2,830.19	91.42 %
730-703-500452	SDC PASS THROUGH TO TCSD	20,625.00	20,625.00	0.00	12,564.00	8,061.00	60.92 %
730-703-500456	OAK LODGE SANITARY DISTRICT	520,000.00	520,000.00	84,262.05	421,205.84	98,794.16	81.00 %
730-703-500458	TRI-CITY SERVICE DISTRICT	1,160,000.00	1,160,000.00	99,781.13	1,000,835.28	159,164.72	86.28 %
730-703-520130	OPERATIONS, MAINTENANCE & REPA...	65,000.00	65,000.00	425.18	25,583.52	39,416.48	39.36 %
730-703-520320	FLEET FUEL, MAINTENANCE & REPAIR	85,000.00	85,000.00	470.76	10,545.55	74,454.45	12.41 %
730-703-520400	OFFICE SUPPLIES & EQUIPMENT	3,500.00	3,500.00	138.19	2,986.05	513.95	85.32 %
730-703-520430	UTILITY BILLS & POSTAGE	8,000.00	8,000.00	610.07	6,358.90	1,641.10	79.49 %
730-703-540200	DUES & MEMBERSHIPS	0.00	0.00	0.00	86.25	-86.25	0.00 %
730-703-540220	TRAVEL, CONFERENCES & TRAINING	6,000.00	6,000.00	0.00	464.92	5,535.08	7.75 %
730-703-540300	SMALL TOOLS, EQUIPMENT & SAFETY...	16,500.00	16,500.00	1,243.66	15,363.85	1,136.15	93.11 %
730-703-540400	DUMPING, HAULING, GARBAGE	20,000.00	20,000.00	262.50	337.50	19,662.50	1.69 %
730-703-560100	UTILITIES	2,500.00	2,500.00	109.93	1,005.28	1,494.72	40.21 %
	RptCategory: 50 - MATERIAL AND SERVICES Total:	1,940,125.00	1,940,125.00	197,336.85	1,527,506.75	412,618.25	78.73 %
RptCategory: 60 - CAPITAL OUTLAY							
730-703-660100	EQUIPMENT REPLACEMENT RESERVES	679,000.00	679,000.00	0.00	4,199.00	674,801.00	0.62 %
730-703-676050	SYSTEM IMPROVEMENTS & PROJECTS	818,000.00	818,000.00	0.00	22,448.61	795,551.39	2.74 %
730-703-678090	RESERVE FROM SDC'S	0.00	0.00	0.00	15,000.00	-15,000.00	0.00 %
	RptCategory: 60 - CAPITAL OUTLAY Total:	1,497,000.00	1,497,000.00	0.00	41,647.61	1,455,352.39	2.78 %
	Department: 703 - SEWER Total:	3,742,725.00	3,742,725.00	217,373.14	1,776,636.10	1,966,088.90	47.47 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 04/30/2019

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 920 - TRANSFER OUT						
RptCategory: 89 - TRANSFERS OUT						
730-920-899100	TRANSFER OUT TO GENERAL FUND	28,620.00	28,620.00	0.00	0.00	28,620.00 0.00 %
730-920-899205	TRANSFER OUT TO ROAD & STREET F...	113,650.00	113,650.00	0.00	0.00	113,650.00 0.00 %
	RptCategory: 89 - TRANSFERS OUT Total:	142,270.00	142,270.00	0.00	0.00	142,270.00 0.00 %
	Department: 920 - TRANSFER OUT Total:	142,270.00	142,270.00	0.00	0.00	142,270.00 0.00 %
Department: 990 - CONTINGENCY						
RptCategory: 90 - OTHER						
730-990-910000	CONTINGENCY FUNDS	400,000.00	400,000.00	0.00	0.00	400,000.00 0.00 %
	RptCategory: 90 - OTHER Total:	400,000.00	400,000.00	0.00	0.00	400,000.00 0.00 %
	Department: 990 - CONTINGENCY Total:	400,000.00	400,000.00	0.00	0.00	400,000.00 0.00 %
	Expense Total:	4,284,995.00	4,284,995.00	217,373.14	1,776,636.10	2,508,358.90 41.46 %
	Fund: 730 - SEWER FUND Surplus (Deficit):	0.00	0.00	-14,383.80	262,998.99	262,998.99 0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 04/30/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 740 - WATER FUND							
Revenue							
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL							
RptType: 3000 - BEG FUND BAL.							
740-000-309999	BEGINNING FUND BALANCE	1,943,432.00	1,943,432.00	0.00	0.00	-1,943,432.00	0.00 %
	RptType: 3000 - BEG FUND BAL. Total:	1,943,432.00	1,943,432.00	0.00	0.00	-1,943,432.00	0.00 %
RptType: 3140 - CHARGES FOR SERVICES							
740-000-314060	WATER SERVICE REVENUE	1,373,000.00	1,373,000.00	115,708.23	1,460,171.68	87,171.68	106.35 %
740-000-314080	WATER SERVICE CONNECTIONS	12,000.00	12,000.00	0.00	5,940.00	-6,060.00	49.50 %
	RptType: 3140 - CHARGES FOR SERVICES Total:	1,385,000.00	1,385,000.00	115,708.23	1,466,111.68	81,111.68	105.86 %
RptType: 3141 - SDC							
740-000-314110	WATER SDC'S (87%)	20,000.00	20,000.00	7,488.00	42,457.28	22,457.28	212.29 %
	RptType: 3141 - SDC Total:	20,000.00	20,000.00	7,488.00	42,457.28	22,457.28	212.29 %
RptType: 3600 - MISCELLANEOUS							
740-000-360000	ALL OTHER WATER RECEIPTS	37,500.00	37,500.00	0.00	-319.09	-37,819.09	0.85 %
	RptType: 3600 - MISCELLANEOUS Total:	37,500.00	37,500.00	0.00	-319.09	-37,819.09	0.85 %
	Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	3,385,932.00	3,385,932.00	123,196.23	1,508,249.87	-1,877,682.13	44.54 %
	Revenue Total:	3,385,932.00	3,385,932.00	123,196.23	1,508,249.87	-1,877,682.13	44.54 %
Expense							
Department: 704 - WATER							
RptCategory: 40 - PERSONNEL SERVICES							
740-704-431500	ACCOUNTING CLERK	18,500.00	18,500.00	1,646.64	16,209.45	2,290.55	87.62 %
740-704-437049	PUBLIC WORKS DIRECTOR	23,000.00	23,000.00	1,980.60	18,798.40	4,201.60	81.73 %
740-704-437050	PUBLIC WORKS SUPERVISOR	36,000.00	36,000.00	2,422.17	25,040.84	10,959.16	69.56 %
740-704-437055	PW ADMIN ASSISTANT	8,000.00	8,000.00	1,149.71	8,741.85	-741.85	109.27 %
740-704-437070	UTILITY WORKER, JOURNEY	155,000.00	155,000.00	9,489.20	104,415.62	50,584.38	67.36 %
740-704-439011	SEASONAL HELP	25,000.00	25,000.00	0.00	6,165.00	18,835.00	24.66 %
740-704-450100	OVERTIME	10,000.00	10,000.00	1,327.17	6,603.68	3,396.32	66.04 %
740-704-450500	CAREER RECOGNITION PAY	2,500.00	2,500.00	150.11	1,771.62	728.38	70.86 %
740-704-470000	ASSOCIATED PAYROLL COSTS	175,000.00	175,000.00	9,346.05	85,994.73	89,005.27	49.14 %
	RptCategory: 40 - PERSONNEL SERVICES Total:	453,000.00	453,000.00	27,511.65	273,741.19	179,258.81	60.43 %
RptCategory: 50 - MATERIAL AND SERVICES							
740-704-500110	CONTRACTUAL & PROFESSIONAL SER...	60,000.00	60,000.00	5,324.98	37,699.98	22,300.02	62.83 %
740-704-500240	METER READING CONTRACT	35,000.00	35,000.00	2,130.32	21,232.52	13,767.48	60.66 %
740-704-500425	WHOLESALE WATER	560,000.00	560,000.00	60,925.39	325,259.12	234,740.88	58.08 %
740-704-520120	BANK CHARGES	13,000.00	13,000.00	2,288.30	30,055.74	-17,055.74	231.20 %
740-704-520130	OPERATIONS, MAINTENANCE & REPA...	145,000.00	145,000.00	7,158.43	75,918.80	69,081.20	52.36 %
740-704-520162	LABORATORY WATER TESTS	15,000.00	15,000.00	0.00	3,481.00	11,519.00	23.21 %
740-704-520165	FIRE HYDRANT MAINTENANCE & REP...	18,000.00	18,000.00	0.00	707.88	17,292.12	3.93 %
740-704-520300	EQUIPMENT MAINTENANCE AND SU...	0.00	0.00	0.00	522.00	-522.00	0.00 %
740-704-520310	MAINTENANCE, REPAIR & OPERATION	0.00	0.00	0.00	-353.10	353.10	0.00 %
740-704-520320	FLEET FUEL, MAINTENANCE & REPAIR	97,000.00	97,000.00	678.66	9,716.33	87,283.67	10.02 %
740-704-520400	OFFICE SUPPLIES & EQUIPMENT	2,000.00	2,000.00	125.84	1,707.22	292.78	85.36 %
740-704-520430	UTILITY BILLS & POSTAGE	5,500.00	5,500.00	610.06	6,358.90	-858.90	115.62 %
740-704-540200	DUES & MEMBERSHIPS	0.00	0.00	0.00	431.25	-431.25	0.00 %
740-704-540220	TRAVEL, CONFERENCES & TRAINING	3,600.00	3,600.00	174.00	2,350.10	1,249.90	65.28 %
740-704-540300	SMALL TOOLS, EQUIPMENT & SAFETY...	15,000.00	15,000.00	4,537.61	14,603.40	396.60	97.36 %
740-704-540400	DUMPING, HAULING, GARBAGE	15,000.00	15,000.00	342.50	3,386.51	11,613.49	22.58 %
740-704-560100	UTILITIES	18,000.00	18,000.00	1,532.43	15,964.49	2,035.51	88.69 %
	RptCategory: 50 - MATERIAL AND SERVICES Total:	1,002,100.00	1,002,100.00	85,828.52	549,042.14	453,057.86	54.79 %
RptCategory: 60 - CAPITAL OUTLAY							
740-704-660100	EQUIPMENT REPLACEMENT RESERVES	0.00	0.00	0.00	4,199.00	-4,199.00	0.00 %
740-704-676050	SYSTEM IMPROVEMENTS & PROJECTS	890,000.00	890,000.00	0.00	0.00	890,000.00	0.00 %
740-704-678090	RESERVE FROM SDC'S	375,000.00	375,000.00	0.00	0.00	375,000.00	0.00 %
	RptCategory: 60 - CAPITAL OUTLAY Total:	1,265,000.00	1,265,000.00	0.00	4,199.00	1,260,801.00	0.33 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
RptCategory: 70 - DEBT SERVICE							
740-704-720040	2005 BONDED DEBT/PRINCIPAL	153,000.00	153,000.00	0.00	153,000.00	0.00	100.00 %
740-704-730040	2005 BONDED DEBT/INTEREST	24,682.00	24,682.00	0.00	24,680.70	1.30	99.99 %
	RptCategory: 70 - DEBT SERVICE Total:	177,682.00	177,682.00	0.00	177,680.70	1.30	100.00 %
	Department: 704 - WATER Total:	2,897,782.00	2,897,782.00	113,340.17	1,004,663.03	1,893,118.97	34.67 %
Department: 920 - TRANSFER OUT							
RptCategory: 89 - TRANSFERS OUT							
740-920-899100	TRANSFER OUT TO GENERAL FUND	16,025.00	16,025.00	0.00	0.00	16,025.00	0.00 %
740-920-899205	TRANSFER OUT TO ROAD & STREET F...	72,125.00	72,125.00	0.00	0.00	72,125.00	0.00 %
	RptCategory: 89 - TRANSFERS OUT Total:	88,150.00	88,150.00	0.00	0.00	88,150.00	0.00 %
	Department: 920 - TRANSFER OUT Total:	88,150.00	88,150.00	0.00	0.00	88,150.00	0.00 %
Department: 990 - CONTINGENCY							
RptCategory: 90 - OTHER							
740-990-910000	CONTINGENCY FUNDS	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00 %
	RptCategory: 90 - OTHER Total:	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00 %
	Department: 990 - CONTINGENCY Total:	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00 %
	Expense Total:	3,385,932.00	3,385,932.00	113,340.17	1,004,663.03	2,381,268.97	29.67 %
	Fund: 740 - WATER FUND Surplus (Deficit):	0.00	0.00	9,856.06	503,586.84	503,586.84	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 04/30/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 750 - STORM WATER FUND							
Revenue							
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL							
RptType: 3000 - BEG FUND BAL.							
750-000-309999	BEGINNING FUND BALANCE	30,390.00	30,390.00	0.00	0.00	-30,390.00	0.00 %
	RptType: 3000 - BEG FUND BAL. Total:	30,390.00	30,390.00	0.00	0.00	-30,390.00	0.00 %
RptType: 3140 - CHARGES FOR SERVICES							
750-000-314060	STORM REVENUE	552,080.00	552,080.00	57,477.91	577,520.60	25,440.60	104.61 %
	RptType: 3140 - CHARGES FOR SERVICES Total:	552,080.00	552,080.00	57,477.91	577,520.60	25,440.60	104.61 %
RptType: 3141 - SDC							
750-000-314110	STORMWATER SDC'S	0.00	0.00	2,881.00	11,524.00	11,524.00	0.00 %
	RptType: 3141 - SDC Total:	0.00	0.00	2,881.00	11,524.00	11,524.00	0.00 %
	Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	582,470.00	582,470.00	60,358.91	589,044.60	6,574.60	101.13 %
	Revenue Total:	582,470.00	582,470.00	60,358.91	589,044.60	6,574.60	101.13 %
Expense							
Department: 705 - PUBLIC WORKS DIRECTOR							
RptCategory: 40 - PERSONNEL SERVICES							
750-705-431500	ACCOUNTING CLERK	15,750.00	15,750.00	1,372.18	13,507.83	2,242.17	85.76 %
750-705-437049	PUBLIC WORKS DIRECTOR	22,380.00	22,380.00	1,980.60	18,798.40	3,581.60	84.00 %
750-705-437050	PUBLIC WORKS SUPERVISOR	26,200.00	26,200.00	2,375.69	23,894.87	2,305.13	91.20 %
750-705-437055	PW ADMIN ASSISTANT	8,000.00	8,000.00	1,149.76	8,741.99	-741.99	109.27 %
750-705-437070	UTILITY WORKER, JOURNEY	65,000.00	65,000.00	4,105.75	38,873.48	26,126.52	59.81 %
750-705-439011	SEASONAL HELP	25,000.00	25,000.00	901.04	901.04	24,098.96	3.60 %
750-705-450100	OVERTIME	7,000.00	7,000.00	609.29	1,700.74	5,299.26	24.30 %
750-705-450500	CAREER RECOGNITION PAY	500.00	500.00	0.00	312.53	187.47	62.51 %
750-705-470000	ASSOCIATED PAYROLL COSTS	100,000.00	100,000.00	5,610.95	51,515.07	48,484.93	51.52 %
	RptCategory: 40 - PERSONNEL SERVICES Total:	269,830.00	269,830.00	18,105.26	158,245.95	111,584.05	58.65 %
RptCategory: 50 - MATERIAL AND SERVICES							
750-705-500110	CONTRACTUAL & PROFESSIONAL SER...	20,000.00	20,000.00	5,299.87	24,135.86	-4,135.86	120.68 %
750-705-520130	OPERATIONS, MAINTENANCE & REPA...	30,000.00	30,000.00	425.18	16,940.57	13,059.43	56.47 %
750-705-520320	FLEET FUEL, MAINTENANCE & REPAIR	50,000.00	50,000.00	470.74	9,078.15	40,921.85	18.16 %
750-705-520400	OFFICE SUPPLIES & EQUIPMENT	1,300.00	1,300.00	87.99	1,694.10	-394.10	130.32 %
750-705-520430	UTILITY BILLS & POSTAGE	5,000.00	5,000.00	610.25	6,360.82	-1,360.82	127.22 %
750-705-540220	TRAVEL, CONFERENCES & TRAINING	2,700.00	2,700.00	0.00	892.18	1,807.82	33.04 %
750-705-540300	SMALL TOOLS, EQUIPMENT & SAFETY...	17,000.00	17,000.00	904.62	9,826.19	7,173.81	57.80 %
750-705-540400	DUMPING, HAULING, GARBAGE	19,000.00	19,000.00	137.50	840.00	18,160.00	4.42 %
750-705-560100	UTILITIES	1,000.00	1,000.00	53.88	471.63	528.37	47.16 %
	RptCategory: 50 - MATERIAL AND SERVICES Total:	146,000.00	146,000.00	7,990.03	70,239.50	75,760.50	48.11 %
RptCategory: 60 - CAPITAL OUTLAY							
750-705-660100	EQUIPMENT REPLACEMENT RESERVES	0.00	0.00	0.00	4,199.00	-4,199.00	0.00 %
750-705-676050	SYSTEM IMPROVEMENTS & PROJECTS	38,000.00	38,000.00	0.00	4,391.00	33,609.00	11.56 %
	RptCategory: 60 - CAPITAL OUTLAY Total:	38,000.00	38,000.00	0.00	8,590.00	29,410.00	22.61 %
	Department: 705 - PUBLIC WORKS DIRECTOR Total:	453,830.00	453,830.00	26,095.29	237,075.45	216,754.55	52.24 %
Department: 920 - TRANSFER OUT							
RptCategory: 89 - TRANSFERS OUT							
750-920-899100	TRANSFER OUT TO GENERAL FUND	70,350.00	70,350.00	0.00	0.00	70,350.00	0.00 %
750-920-899205	TRANSFER OUT TO ROAD & STREET F...	37,500.00	37,500.00	0.00	0.00	37,500.00	0.00 %
	RptCategory: 89 - TRANSFERS OUT Total:	107,850.00	107,850.00	0.00	0.00	107,850.00	0.00 %
	Department: 920 - TRANSFER OUT Total:	107,850.00	107,850.00	0.00	0.00	107,850.00	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 04/30/2019

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 990 - CONTINGENCY						
RptCategory: 90 - OTHER						
750-990-910000 CONTINGENCY FUNDS	20,790.00	20,790.00	0.00	0.00	20,790.00	0.00 %
RptCategory: 90 - OTHER Total:	20,790.00	20,790.00	0.00	0.00	20,790.00	0.00 %
Department: 990 - CONTINGENCY Total:	20,790.00	20,790.00	0.00	0.00	20,790.00	0.00 %
Expense Total:	582,470.00	582,470.00	26,095.29	237,075.45	345,394.55	40.70 %
Fund: 750 - STORM WATER FUND Surplus (Deficit):	0.00	0.00	34,263.62	351,969.15	351,969.15	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 04/30/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 801 - MUNICIPAL COURT TRUST FUND							
Revenue							
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL							
RptType: 3000 - BEG FUND BAL.							
801-000-309999	BEGINNING FUND BALANCE	8,000.00	8,000.00	0.00	0.00	-8,000.00	0.00 %
	RptType: 3000 - BEG FUND BAL. Total:	8,000.00	8,000.00	0.00	0.00	-8,000.00	0.00 %
RptType: 3260 - FINES AND FORFEITURES							
801-000-326020	CITY OF GLADSTONE FINES/FEES	362,000.00	362,000.00	33,622.94	313,056.54	-48,943.46	86.48 %
801-000-326030	CLACKAMAS COUNTY FINES/FEES	12,000.00	12,000.00	1,123.71	11,132.28	-867.72	92.77 %
801-000-326040	STATE OF OREGON FINES/FEES	35,000.00	35,000.00	4,258.04	48,141.71	13,141.71	137.55 %
801-000-326050	RESTITUTION	3,000.00	3,000.00	0.00	0.00	-3,000.00	0.00 %
801-000-326060	BOND	20,000.00	20,000.00	-5,068.46	2,009.37	-17,990.63	10.05 %
	RptType: 3260 - FINES AND FORFEITURES Total:	432,000.00	432,000.00	33,936.23	374,339.90	-57,660.10	86.65 %
RptType: 3600 - MISCELLANEOUS							
801-000-360000	ALL OTHER COURT FEES	0.00	0.00	109.15	763.07	763.07	0.00 %
	RptType: 3600 - MISCELLANEOUS Total:	0.00	0.00	109.15	763.07	763.07	0.00 %
	Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	440,000.00	440,000.00	34,045.38	375,102.97	-64,897.03	85.25 %
	Revenue Total:	440,000.00	440,000.00	34,045.38	375,102.97	-64,897.03	85.25 %
Expense							
Department: 220 - COURT							
RptCategory: 50 - MATERIAL AND SERVICES							
801-220-500500	CITY OF GLADSTONE FINES & FEES	356,400.00	356,400.00	24,731.25	320,150.56	36,249.44	89.83 %
801-220-500510	CLACKAMAS COUNTY FINES & FEES	20,600.00	20,600.00	894.24	11,648.49	8,951.51	56.55 %
801-220-500520	STATE OF OREGON FINES & FEES	40,000.00	40,000.00	4,093.53	50,664.03	-10,664.03	126.66 %
801-220-500530	RESTITUTION	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
801-220-500540	BOND - COURT	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
801-220-500550	ALL OTHER FEES & FINES	0.00	0.00	0.00	732.37	-732.37	0.00 %
	RptCategory: 50 - MATERIAL AND SERVICES Total:	440,000.00	440,000.00	29,719.02	383,195.45	56,804.55	87.09 %
	Department: 220 - COURT Total:	440,000.00	440,000.00	29,719.02	383,195.45	56,804.55	87.09 %
	Expense Total:	440,000.00	440,000.00	29,719.02	383,195.45	56,804.55	87.09 %
	Fund: 801 - MUNICIPAL COURT TRUST FUND Surplus (Deficit):	0.00	0.00	4,326.36	-8,092.48	-8,092.48	0.00 %
	Report Surplus (Deficit):	10,275,000.00	0.00	-836,913.71	9,751,786.51	9,751,786.51	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - GENERAL FUND	0.00	0.00	73,203.20	1,896,800.36	1,896,800.36
205 - ROAD AND STREET FUND	0.00	0.00	18,093.73	334,050.96	334,050.96
228 - POLICE LEVY FUND	0.00	0.00	-38,382.23	121,439.39	121,439.39
229 - FIRE LEVY FUND	0.00	0.00	-11,288.72	96,426.06	96,426.06
306 - LIBRARY CAPITAL FUND	0.00	0.00	0.00	0.00	0.00
307 - CIVIC BUILDINGS CAPITAL FUN	9,840,000.00	0.00	-548,832.12	-951,875.49	-951,875.49
390 - URBAN RENEWAL FUND	435,000.00	0.00	-363,769.81	7,144,482.73	7,144,482.73
730 - SEWER FUND	0.00	0.00	-14,383.80	262,998.99	262,998.99
740 - WATER FUND	0.00	0.00	9,856.06	503,586.84	503,586.84
750 - STORM WATER FUND	0.00	0.00	34,263.62	351,969.15	351,969.15
801 - MUNICIPAL COURT TRUST FUND	0.00	0.00	4,326.36	-8,092.48	-8,092.48
Report Surplus (Deficit):	10,275,000.00	0.00	-836,913.71	9,751,786.51	9,751,786.51

CHECK REGISTER FOR APRIL 2019

Check Date	Check No.	Vendor	Amount	Line Item Description
04/01/2019	86967	P & C Construction	\$ 215,410.00	Civic Center Construction - Admin
04/03/2019	86968 - 86969	Jamil Kassab	3,514.25	Final Payroll Checks
04/05/2019	86970	Philip A. Guttman	120.00	Interpreting Service - CT
04/05/2019	86971	Municipal Emergency Svcs	10,942.99	Rescue Equipment - FD
04/05/2019	86972	Northwest Natural Gas	1,205.91	Natural Gas Usage - All Depts
04/05/2019	86973	Shiels Obletz Johnsen	1,920.00	Civic Building Oversight - Admin
04/05/2019	86974	Wilsonville Lock & Security	191.70	Quarterly Monitoring - PD/PW
04/08/2019	86975	BridgePay Network Solutions, LLC	110.20	Online Pmt Transaction Fees - UB
04/08/2019	86976	Cathy Brucker	54.99	Supplies Reimbursement - Admin
04/08/2019	86977	City of Lake Oswego	80.00	Clackamas Cities Dinner - Admin
04/08/2019	86978	City of Oregon City	1,687.75	GIS Services - PW
04/08/2019	86979	Clackamas Fire District #1	2,438.30	Vehicle Maintenance - FD
04/08/2019	86980	Cruise Master Prisms Inc	24.15	Nametage - FD
04/08/2019	86981	Curtis, L. N. Co.	1,697.37	Equipment - FD
04/08/2019	86982	Gibson Technical Services	2,500.00	Radio/Antenna Installation - PD/FD
04/08/2019	86983	Gladstone Municipal Court	1,395.39	Bank Fee Reimbursement - Admin
04/08/2019	86984	Life-Assist Inc	56.00	First Responder Supplies - FD
04/08/2019	86985	Lundquist Legal, LLC	3,000.00	Prosecutor Services - CT
04/08/2019	86986	MercuryPDX, LLC	740.00	Meal Delivery - SC
04/08/2019	86987	Northwest Natural Gas	85.00	Business License Refund - Admin
04/08/2019	86988	Oregon Patrol Service	570.00	Courtroom Security - CT
04/08/2019	86989	Pamplin Media Group	1,927.00	Newsletter/Notice Publishing - Admin
04/08/2019	86990	Pioneer Center	210.70	Meal Delivery - SC
04/08/2019	86991	Portland General Electric	6,610.56	Electricity Usage - All Depts
04/08/2019	86992	Rescue Response Gear Inc.	246.36	Helmets/Equipment - FD
04/08/2019	86993	RH Media Services LLC	5,200.00	IT Services - Admin
04/08/2019	86994	SeaWestern	399.60	Bunker Boots - FD
04/08/2019	86995	Sierra Springs	64.50	Drinking Water - Admin
04/08/2019	86996	Smart Foodservice	177.68	Event Supplies - Admin/Rec
04/08/2019	86997	John Southgate LLC	2,100.00	Professional Services - Admin
04/08/2019	86998	SS Investigations	3,320.00	Background Investigations - Admin
04/08/2019	86999	Supplyworks	11.75	Restroom Supplies - SC
04/08/2019	87000	Thomas Joseph	34.24	Uniform Maintenance - FD
04/08/2019	87001	Val Codino Consulting	250.00	Consulting Fee - FD
04/08/2019	87002	Victory Truk'n LLC	550.00	Gravel Delivery - PW
04/08/2019	87003	Wilsonville Lock & Security	62.85	Quarterly Monitoring - LIB
04/11/2019	87004	Alexin Analytical Laboratories	360.00	Drinking Water Tests - PW
04/11/2019	87005	Aramark	60.56	Mats/Coveralls - PW
04/11/2019	87006	Backflow Management Inc	74.00	Letters Mailed - PW
04/11/2019	87007	Baker & Taylor Inc	4,124.95	New Books - LIB
04/11/2019	87008	Barney & Worth, Inc.	439.13	Professional Services - Admin
04/11/2019	87009	Batteries Plus	23.04	Batteries - FD
04/11/2019	87010	BMS Technologies	1,830.38	UB Printing/Mailing - PW
04/11/2019	87011	Chief Supply	313.38	Uniforms - FD
04/11/2019	87012	Clackamas Blueprint	12.00	Laminating - REC
04/11/2019	87013	Curtis, L. N. Co.	42.00	Uniforms - PD
04/11/2019	87014	Firecom	195.00	Radio Supplies - FD
04/11/2019	87015	General Tree Service	425.00	Weed Control - PW
04/11/2019	87016	Harbor Freight Tools	7.43	Supplies - FD
04/11/2019	87017	Home Depot	5.98	Repair Parts - FD
04/11/2019	87018	Legacy Laboratory Service	125.00	Drug Tests - Admin
04/11/2019	87019	Lighthouse Uniform Co.	223.60	Uniforms - FD
04/11/2019	87020	Local Gov't Personnel Institut	51.60	Background Investigations - Admin
04/11/2019	87021	Midwest Tape	2,687.86	Non-Print Items - LIB
04/11/2019	87022	Municipal Emergency Svcs	175.87	Rescue Rope Bag - FD
04/11/2019	87023	Oak Lodge Water Services	1,068.78	Water Purchases - PW
04/11/2019	87024	One Call Concepts Inc	82.95	Utility Notifications - PW
04/11/2019	87025	Oregon DMV	3.00	Driving Records - Admin
04/11/2019	87026	Adventist Health Occupational Medicine	80.00	Drug Tests - FD
04/11/2019	87027	Portland General Electric	5,337.85	Street Light Electricity - PW
04/11/2019	87028	Ritz Safety	744.51	Safety Equipment - PW

CHECK REGISTER FOR APRIL 2019

Check Date	Check No.	Vendor	Amount	Line Item Description
04/11/2019	87029	Smith-Wagar Brucker Consulting Inc.	16,940.00	Financial Services - Admin
04/11/2019	87030	SS Investigations	3,149.12	Background Investigations - Admin
04/11/2019	87031	Verizon Wireless	2,729.49	Cell Phone Costs - All Depts
04/11/2019	87032	Water Environment Services	100,375.94	Sewer Billing - PW
04/11/2019	87033	Wells Glass Studio	250.00	Programs - LIB
04/16/2019	87034	Clackamas County Surveyor	400.00	Permits - PW
04/18/2019	87035	Accurate Electric of Oregon I	1,980.00	LED Column Lights - FD
04/18/2019	87036	Beery,Elsner & Hammond LLP	6,112.38	Legal Fees - Admin
04/18/2019	87037	Belooof & Haines	3,000.00	Municipal Ct. Judge - CT
04/18/2019	87038	Buel's Impressions Printing	50.00	Business Cards - PD
04/18/2019	87039	Cintas First Aid Lockbox	1,716.94	First Aid Supplies - PW/LIB/SC/Admin
04/18/2019	87040	City of Milwaukie	2,384.00	ROW Management - Admin
04/18/2019	87041	Clackamas County Business	15,958.00	Library Director Svc - Admin
04/18/2019	87042	Clackamas County Finance Department	18,276.16	Dispatch/Ammo/Telecom - PD/FD
04/18/2019	87043	Curtis, L. N. Co.	1,121.80	Uniforms - PD
04/18/2019	87044	Extreme Products	173.22	Uniform Supplies - PD
04/18/2019	87045	Galls, LLC	85.00	Badges - PD
04/18/2019	87046	Gerber Collision & Glass	278.67	Vehicle Maintenance - PD
04/18/2019	87047	Life-Assist Inc	86.46	First Responder Supplies - FD
04/18/2019	87048	Lucy Heil, Attorney at Law	1,050.00	Indigent Defense - CT
04/18/2019	87049	Maxwell Rentals	1,000.00	Apartment Rental - FD
04/18/2019	87050	Office Depot	178.77	Office Supplies - LIB/CT/FD/Admin
04/18/2019	87051	P & C Construction	542,386.00	Civic Center Construction - Admin
04/18/2019	87052	Pacific Office Automation Inc	34.65	Copier Usage - SC
04/18/2019	87053	Petty Cash for benefit of Gladstone PW	94.64	Petty Cash Reimb - PW
04/18/2019	87054	Pioneer Center	105.10	Meal Delivery - SC
04/18/2019	87055	Pitney Bowes	859.90	Postage - All Depts
04/18/2019	87056	Precision Liftgate Inc.	1,064.31	Vehicle Maintenance - PW
04/18/2019	87057	Referral Refrigeration Inc.	175.00	Refrigerator Repair - SC
04/18/2019	87058	Robert C Johnson	175.00	Landscape Maintenance - LIB
04/18/2019	87059	SeaWestern	12,425.35	Equipment Replacement - FD
04/18/2019	87060	Secure Pacific Corporation	251.55	Monitoring - All Depts
04/18/2019	87061	Shiels Obletz Johnsen	6,318.18	Civic Center Oversight - Admin
04/18/2019	87062	Sierra Springs	92.68	Drinking Water - PD
04/18/2019	87063	Sisul Engineering	5,111.25	Engineering Service - PW
04/18/2019	87064	State of Oregon	4,800.00	DEQ Penalty - PW
04/18/2019	87065	Stein Oil Co. Inc.	1,940.87	Gasoline - PD/FD
04/18/2019	87066	TransUnion Risk and Alternative	50.00	Data Research - PD
04/18/2019	87067	Tyler Technologies, Inc.	27,246.12	Software Maintenance - Admin
04/18/2019	87068	US Bank Equipment Finance	224.46	Copier Lease - PD
04/18/2019	87069	Victory Truk'n LLC	550.00	Rock Delivery - PW
04/25/2019	87070	A & A Drilling Inc.	2,860.00	Line Repair - PW
04/25/2019	87071	Allstream	1,217.85	Telephone Land Lines - All Depts
04/25/2019	87072	Aramark	60.56	Mats/Coveralls - PW
04/25/2019	87073	Barney & Worth, Inc.	10,648.41	Professional Services - PW
04/25/2019	87074	Bateman Senior Meals	418.75	Frozen Lunch Meals - SC
04/25/2019	87075	Byer's Septic Tank Service	480.00	Pit Toilet Pumping - PW
04/25/2019	87076	Canon Financial Services, Inc.	929.04	Copier Lease/Usage - Admin
04/25/2019	87077	Chief Supply	37.72	Nameplate - FD
04/25/2019	87078	Clackamas County Fire Investigation Team	50.00	Annual Dues - Fd
04/25/2019	87079	Clackamas County Finance Department	8,084.35	Planning Services - Admin
04/25/2019	87080	Clackamas County Public & Government Affairs	506.00	C4 Retreat - Stempel/Tracy
04/25/2019	87081	Comcast	48.15	Internet/Cable - FD
04/25/2019	87082	Comcast Business	269.41	Internet/Voice - PW
04/25/2019	87083	Cycle Express	9.00	Freight Charges - FD
04/25/2019	87084	Dujea	20.00	Patch Embroidery - FD
04/25/2019	87085	Life-Assist Inc	534.84	First Responder Supplies - FD
04/25/2019	87086	Metereaders	2,130.32	Metereading - PW
04/25/2019	87087	Metro	469.37	Imagaing - PW
04/25/2019	87088	Molalla Discount Tire	42.35	Tire Disposal - PW
04/25/2019	87089	Mr. Belvedere's Janitorial	2,155.00	Janitorial Service - All Depts

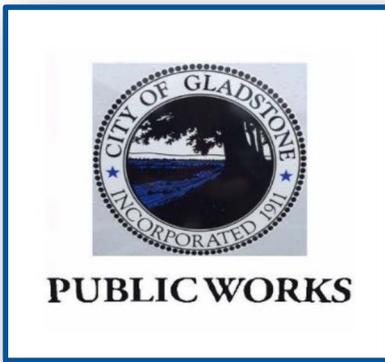
CHECK REGISTER FOR APRIL 2019

Check Date	Check No.	Vendor	Amount	Line Item Description
04/25/2019	87090	North Clackamas County	31,441.63	Water Usage - PW
04/25/2019	87091	Northwest Entrance, Inc.	193.50	Door Repairs - SC
04/25/2019	87092	Office Depot	193.74	Office Supplies - PD/Admin
04/25/2019	87093	Pacific Office Automation	671.91	Copier Lease - LIB
04/25/2019	87094	Pacific Office Automation Inc	293.89	Copier Usage - SC
04/25/2019	87095	Portland General Electric	474.11	Street Light Repairs - PW
04/25/2019	87096	Portland Road & Driveway Co., Inc.	80.00	Dump Fees - PW
04/25/2019	87097	Shred-it USA LLC	122.53	Shredding Service - PD
04/25/2019	87098	Stein Oil Co. Inc.	1,299.27	Gasoline - FD/PW
04/25/2019	87099	Steve's Pump Service	93.75	Service Call - PW
04/25/2019	87100	Supplyworks	277.81	Restroom Supplies - SC
04/25/2019	87101	Temple Display, Inc.	5,225.13	Snowflake Lighting - Admin
04/25/2019	87102	Val Codino Consulting	500.00	Professional Fee - FD
4/25/2019	87103	Jill Tate	576.00	Transcription - Admin
04/25/2019	87104	United States Postal Service	1,024.90	Newsletter Postage - Admin
30-Apr	87105 - 87109	Payroll Checks	6,391.43	Payroll Checks
4/26/2019	87110 - 87115	UB Refunds	808.73	UB Refunds
04/29/2019	87116	Axa Equi-Vest	6,745.00	Voluntary Payroll Deferred Comp
04/29/2019	87117	Axa EVLICO	106.00	Non-PERS Retirement Pmt
04/29/2019	87118	Axa RIA	1,287.95	Non-PERS Retirement Pmt
04/29/2019	87119	CIS Trust	64,229.87	Monthly Health Insurance
04/29/2019	87120	Clackamas Community Federal Credit Union	1,025.94	GPA Union Dues
04/29/2019	87121	Gladstone Fire Department	700.00	Fire Members House Dues
04/29/2019	87122	MercuryPDX, LLC	800.00	Meal Delivery Charges - SC
04/29/2019	87123	Northwest Natural Gas	1,016.25	Natural Gas Usage - All Depts
04/29/2019	87124	Oregon AFSCME Council #75	1,017.72	AFSCME Union Dues
04/29/2019	87125	Paramount Pest Control Inc	208.00	Pest Control - PW
04/29/2019	87126	Ruben Medina LLC	1,250.00	Indigent Defense - CT
04/29/2019	87127	Schumaker & Bernstein	500.00	Indigent Defense - CT
04/29/2019	87128	State of Oregon	160.00	Wastewater Renewal Fee - PW
		Total Checks	<u>1,228,290.30</u>	
<u>Urban Renewal Checks</u>				
04/03/2019	5506	Pamplin Media	60.58	Public Notice Publication - Admin
04/03/2019	5507	City of Gladstone	400,000.00	Civic Bldg Cost Reimbursement - Admin
04/29/2019	5508	CMT Surveying	250.00	UR Map Update - Admin
		Total Urban Renewal Checks	<u>400,310.58</u>	
		Total Issued in April 2019	<u>\$ 1,628,600.88</u>	

ATTORNEY CHARGES

Attorneys:	July, 2018	Aug, 2018	Sept, 2018	Oct, 2018	Nov, 2018	Dec, 2018	Totals
City Charter	\$ -	\$ -	\$ -	\$ -	\$ 112.50	\$ -	\$ 112.50
Elections	292.50	64.50	-	21.50	22.50	-	401.00
Transient Lodging Tax	-	-	-	-	-	-	-
General	247.50	22.50	663.00	-	-	886.25	1,819.25
Civic Center Project	225.00	-	-	-	1,732.50	1,136.25	3,093.75
Meeting Attendance	-	-	-	-	-	-	-
Governance/City Council	450.00	517.50	3,114.78	352.54	423.00	763.50	5,621.32
Meeting Attendance	802.00	1,005.80	1,094.50	914.50	1,575.50	795.84	6,188.14
Intergovernmental	90.00	774.00	285.50	1,098.50	112.50	-	2,360.50
Land Use/ Community Development	765.00	882.50	-	-	225.00	297.00	2,169.50
Meeting Attendance	667.00	-	-	-	-	-	667.00
Parks & Recreation	-	-	247.50	-	22.50	22.50	292.50
Personnel/Labor	-	-	-	715.50	88.00	-	803.50
AFSCME	-	-	-	-	-	-	-
City Administration	-	-	-	-	-	-	-
Public Records & Meetings	-	45.00	67.50	443.00	153.89	43.00	752.39
Public Safety	-	838.50	-	43.00	765.00	90.00	1,736.50
Public Works	157.50	562.50	-	112.50	292.50	902.20	2,027.20
Real Property Transactions	-	-	-	-	-	-	-
Risk Management/Litigation	1,195.79	397.10	4,338.47	1,884.55	1,481.32	401.00	9,698.23
Rights of Way-Telecommunications	-	-	-	-	1,096.50	635.94	1,732.44
Urban Renewal	-	-	67.50	-	-	-	67.50
Total	\$ 4,892.29	\$ 5,109.90	\$ 9,878.75	\$ 5,585.59	\$ 8,103.21	\$ 5,973.48	\$ 39,543.22

Attorneys:	Jan, 2019	Feb, 2019	Mar, 2019	Apr, 2019	May, 2019	June, 2019	Totals for Year
City Charter	\$ -	\$ -	\$ -				\$ 112.50
Elections	-	-	-				401.00
Transient Lodging Tax	-	-	-				-
General	703.00	739.69	787.50				4,049.44
Civic Center Project	22.50	224.46	-				3,340.71
Meeting Attendance	-	-	-				-
Governance/City Council	810.00	222.00	1,092.00				7,745.32
Meeting Attendance	532.00	746.67	1,650.76				9,117.57
Intergovernmental	1,477.00	-	67.50				3,905.00
Land Use/ Community Development	157.50	439.70	270.00				3,036.70
Meeting Attendance	-	875.42	465.42				2,007.84
Parks & Recreation	720.00	-	-				1,012.50
Personnel/Labor	-	239.50	215.00				1,258.00
AFSCME	-	-	-				-
City Administration	-	-	-				-
Public Records & Meetings	150.50	64.50	112.50				1,079.89
Public Safety	-	601.00	405.00				2,742.50
Public Works	238.95	1,587.80	88.00				3,941.95
Real Property Transactions	-	-	-				-
Risk Management/Litigation	-	585.40	249.20				10,532.83
Rights of Way-Telecommunications	224.20	127.28	709.50				2,793.42
Urban Renewal	-	-	-				67.50
Total	\$ 5,035.65	\$ 6,453.42	\$ 6,112.38	\$ -	\$ -	\$ -	\$ 57,144.67



GLADSTONE PUBLIC WORKS

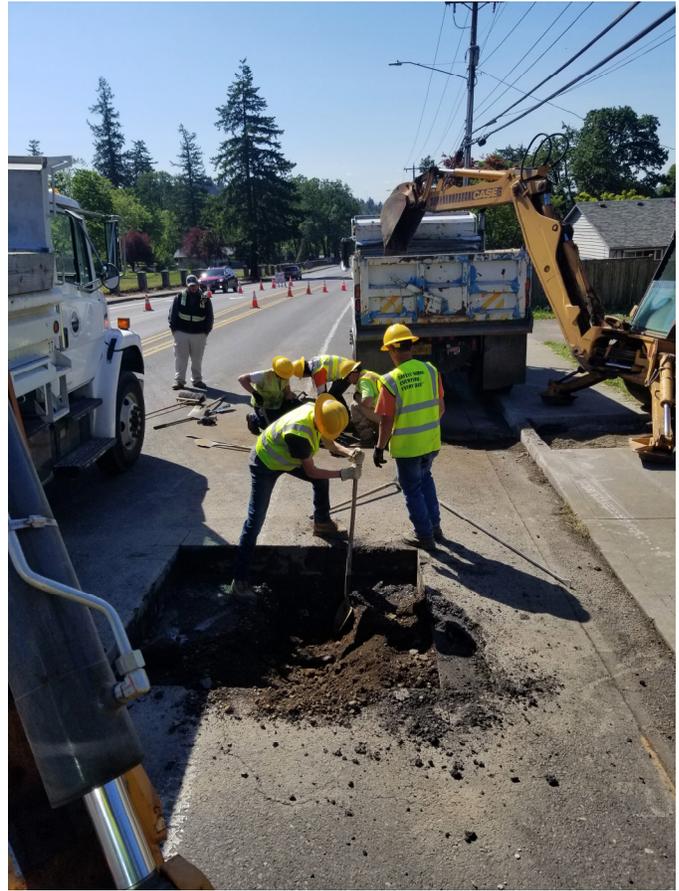
Staff Report for the Month of May, 2019

Report Date : May 31, 2019
To : Jacque M. Betz, City Administrator
Copy : Mayor and City Council
From : Jim Whynot, Public Works Director

Water Division experienced yet another alarm system fail at the water reservoirs early in May. This is in addition to the failures that occurred in the last two months. In this case, the antiquated alarm system did not alert at all. We discovered that the Webster reservoir was down to three feet. This triggered the Kirkwood reservoir pumps to lose suction and go into fault mode. If we hadn't caught this by a routine check, our entire water system would have gone dry. Once again, without a functioning telemetry system, the City's drinking water supply and our ability to maintain sufficient water quantity and pressure to fight a fire is becoming more and more precarious. This is getting serious, as not only are the valves (some dating back to the 1930's) failing, but the alarm system is not consistently notifying us of failure. While we have been diligent to have the valves repaired, the problem is becoming bigger than just mechanical valve failure. While the valves themselves are obsolete and obtaining parts for repair and replacement of 80 year old mechanisms is proving more and more time consuming and difficult, the added issue of repeated systems failure is very troubling. Without a functioning telemetry system, we are forced to spend time driving up to the reservoirs to manually monitor them, however, replacement of the telemetry system is contingent upon the forthcoming utility rate discussion.



A contractor working in the area hit a water line on Timothy Way, which required us to repair it.



We abandoned an old Oatfield Road water service line and installed a new one for a newly constructed duplex.

In preparing to relocate this old service which had been installed in a wrong spot, we had to be fully prepared to shut down the water if something went wrong during the tap. That section of the city's water infrastructure lacks valves, which means we had to completely shut down the Webster reservoir's outlets to the Low Level Zone. Since we were taking the reservoir off line, we had expected to be able to rely on the 18" pressure reducing valve at Oatfield and Hereford on the SDA property. That valve should sense inadequate pressure and respond. We double checked it to make sure it worked properly, and discovered that this very important key valve was malfunctioning. When we tested it, it tried to overpressurize, so we had to shut it off. For whatever reason, this valve was an off-brand that is no longer supported. New parts cannot be obtained for it, and no one is willing to even touch it for repair and rebuild. As with much of the city's infrastructure, even though this valve is a key component to the city's water supply, it was not properly sized, it was a poor purchase, and it was a poor installation. We need to purchase and install a new valve and are soliciting quotes so we can meet our required flows.

We replaced a broken water service at 225 W. Exeter Street:



We inspected a new water line for fire suppression at the Tonkin Hyundai location on McLoughlin Blvd. Once installed, we tested for bacteria and accepted the new installation.



Sewer Division has been monitoring the flow meter at W. Clackamas Boulevard. The flow meter is a tool that allow us to monitor water levels that could cause sewage overflows into the Clackamas River.



Stormwater Division discovered tree roots and ivy growing in the catch basin at Arilington and Portland catch basin. This was discovered during our routine NPDES catch basin inspection in Areas 1 and 3, and Areas 5 and 6. We will be determining if these tree roots caused further damage to our stormlines.

As part of the River Glen apartments reconstruction, we are partnering with Northwest Housing Alternatives, the North Clackamas Urban Watershed Council, and the Clackamas Soil and Water Conservation District to revegetate the southern bank of Rinearson Creek at the Risley stormwater ditch location. We will be using soil stabilizing plants that promote overall water quality, filter site runoff, and encourage habitat for noninvasive species. While Public Works is preparing the site by bushwhacking the invasive species and overgrowth in the Olson Wetlands, the revegetation will take place in late summer.

Streets Division have been very busy putting together our 2019 Slurry Seal project. The overall cost of the project is approximately \$150,703.00, which will get us 65,462 square yards of slurry seal. We agreed to provide the contractor with a staging area in the Public Works section at Meldrum Bar in exchange for an additional 375 square yards of slurry.

In addition, the Community Development Block Grant project, our joint partnership with Clackamas County to completely update the 100 and 200 blocks of E. Clarendon Street is in full swing. Mobilization and set up of equipment is happening as of this writing. We have worked closely with the contractors, held preconstruction meetings, prepared rights of way, and distributed door hangers to the affected homes in the area. We are looking forward to having two more blocks of brand new utility infrastructure, streets and sidewalks in the city, to add to our list of street improvement achievements over the last couple of years.

ROW inspections continue to consume a great deal of our time. The amount of damage to our roadways from providers in the area requires us to expend considerable resources to follow up. The e-mail below is one example of what we see in connection with road and street damage caused by service providers working in our rights of way. The City has not had the resources to provide Public Works with the means to follow up on this damage over the last decades. However, with the recent institution of the ROW Licensing fees, we are more optimistic that we will have the resources necessary to hold these users accountable. Without follow up, damage to sidewalks and driveways from trenching and boring will fall to the individual property owners to repair, and the taxpayers will be paying for road damage caused by these ROW users. A great deal of our damaged roads is directly attributable to ROW work.

4/30/2019

Re: Sad State of Streets

Reply all | Delete | Junk | ...

Sent: Friday, April 26, 2019 9:22 AM

To: Public Works

Subject: Sad State of Streets

Good Morning,

I live at 17320 Timothy Way. Currently a crew is replacing some underground television cable and has the street torn up. I would hope the city follows up on the patching job that is being done. Recently we had similar work done on behalf of PGE and their patch job was sub-standard and is already deteriorated. Also, the city recently repaired some pavement on Charolais Ct. at the intersection of Springhill and it is coming up in chunks. Hopefully this can be repaired too. Our streets in this neighborhood are in a state of poor repair. It seems that when a utility trenches in a street they should do a much more professional job of pavement repair.

Thank you,

The following photos demonstrate more examples of sub-standards work from contractors working in our ROW. Public Works has taken over the ROW permitting process and it is a full time job managing the insurance requirements, the permits, and the inspections. With the improvements this department has made in the processes, we are now better able to hold contractors accountable. This has required that we track down these contractors, and have them return to bring their work up to city standards and not leave the citizens holding the bag for the cost to repair.



We are seeing the results of lack of oversight in construction over the decades. Photo left shows E. Dartmouth, one of our main streets in town. Notice that the street was constructed directly over dirt, with no base rock installed. Railroad ties were discovered under the roadway, which had begun to rot and cause the roadbed to sink. We suspect this is consistent for the entire length of Dartmouth Street, and likely many other streets in Gladstone.

Parks Division thought we had our local beaver population taught to chew with their mouths closed, but we encountered more of them dining on our trees in the Cross Park area. We have also addressed Beaver damage in the Olson Wetlands. While we do enjoy our abundance of wildlife, in this case, they have created a safety hazard with trees balanced precariously overhead. We brought down the trees, but this is going to require continuous diligence on the part of Public Works to ensure safety.

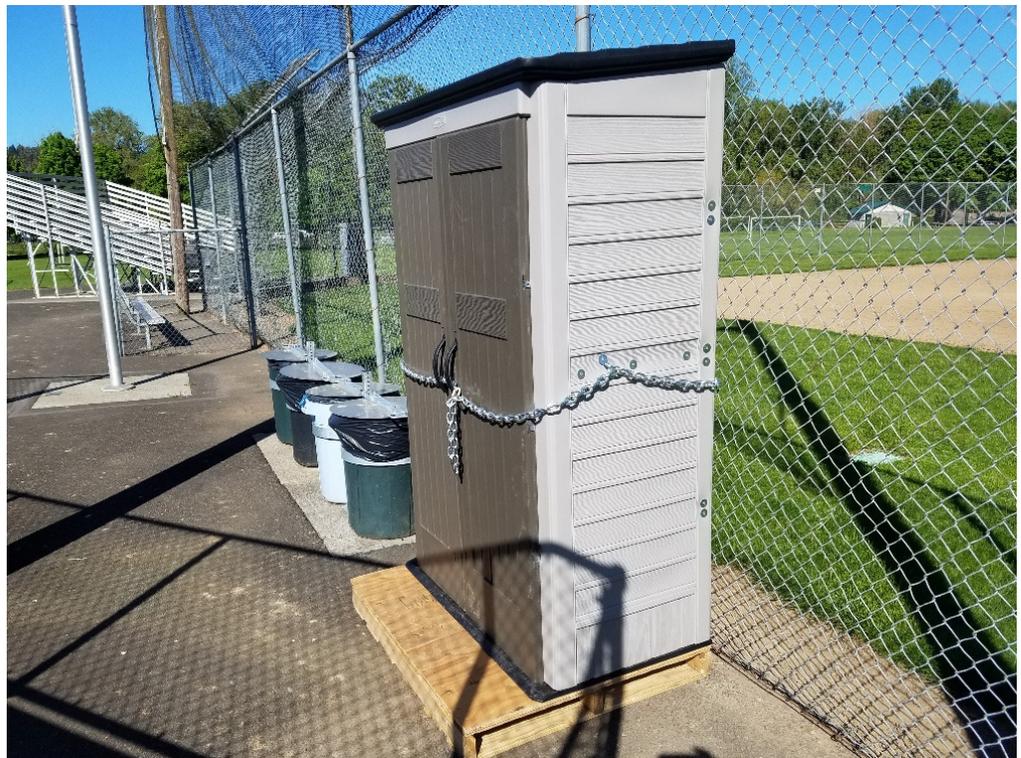


Public Works wants to extend a thank you to Bill and Lisa Preble. After Public Works made some paving improvements at the Pickleball Courts, Bill and Lisa refurbished the park benches outside the court, using supplies provided by Public Works. The job looks great, and Bill and Lisa even added their own Pickleball pizzazz!



We have been battling graffiti continuously. Graffiti cleanup after a weekend can require two days to mitigate. This, plus our trash rounds, bathroom maintenance, vandalism and sports field maintenance keeps our limited Parks staff consumed, particularly during the heavy usage summer months.

Because of our limited Parks resources, we have enlisted the assistance of the coaches and ball teams who use our sports fields at no cost to them. a mutual aid endeavor, Public Works provided two storage sheds to house tools so the teams could prep the ballfields for their own games at Dierickx and Meldrum Bar.



In

Facilities Division have been working with Ri-Ky Roofing to complete the job at the Senior Center. We have experienced a longer than expected delay, due to the time required for the contractor to obtain a performance bond.

We have several vehicles tagged out of service. The 1991 Dodge pickup has mechanical issues due to age. The lift gate was found to be unsafe for service without a considerable upgrade. The failing paint is allowing rust. Overall cost to repair is likely to exceed the value of the truck.



to



The 1993 Chevy has also been tagged out of service. In addition to routine maintenance, this truck needs a complete brake rebuild, has multiple electrical issues, the lift gate was found to be unsafe without upgrades. The failing paint is allowing rust areas. Overall cost to repair is likely to exceed the value of the truck.

In spite of regular maintenance over the years, the multiple hydraulic repairs required on our 1989 Case 580K backhoe has caused it to also be tagged out of service. These repairs may exceed the value of this machine.





Public Works held our third annual National Public Works Week Open House on May 22nd. GHS Science classes and Vocational Education students participated and learned about the science and technology involved in managing the public infrastructure in a city.

The theme for the American Public Works Association National Public Works Week was “It Starts Here.”



This theme represents the many facets of



modern civilization that grow out of the efforts put forth by the public works professionals across North America. What starts here? *Infrastructure* starts with public works... *Growth and innovation* starts with public works... *Mobility* starts with public works... *Security* starts with public works... *Healthy communities* start with public works... The bottom line is that citizens' quality of life starts with public works.

Administration Division has, in addition to the day-to-day administration of the department, juggled a plethora of ongoing projects:

- Ongoing Civic Center progress, both on site and off.
- Monitoring and closing out the sediment analysis project from our successful Oregon State Marine Board grant
- Preparing to accept delivery of new aluminum boarding dock at Meldrum Bar Park through another successful grant from the Oregon State Marine Board, and close out grant.
- In discussions with Oregon State Marine Board about our grant application for \$350,000 for dredging the boat launch area.
- Prepared contract and RFP for *on call as needed* City Engineer services.
- Preparing contract for 2019 Pavement Management Slurry Seal.
- Monitoring process of Ri-Ky Roofing to complete the Senior Center.
- Working on getting high voltage electrician on board to wire up PGE poles for our new Christmas lights.
- Working with Clackamas County and contractors on the Community Development Block Grant (CDBG) for the Clarendon Street improvement project.
- Working with PGE to replace and upgrade 54 streetlights to new standards.
- Working on Regional Flexible Funds (RFF) Environmental and Engineering grant in the amount of \$1.3M through Metro for the Trolley Bridge replacement.
- Provide private development planning and oversight on several projects as they relate to city infrastructure:
 - ◊ Clarendon Business Development
 - ◊ 210 W. Jersey
 - ◊ 18000 Webster Road
 - ◊ 165 E. Exeter
 - ◊ 19505 McLoughlin
 - ◊ 19300 McLoughlin
 - ◊ 310 W. Arlington
 - ◊ 18225 Portland Avenue

PUBLIC WORKS QUOTE OF THE MONTH

Every morning in Africa, a gazelle wakes up and knows it must run faster than the lion or it will be eaten. Every morning a lion wakes up and knows it must outrun the gazelle or it will starve. Whether you are a lion or a gazelle, when the sun comes up, you'd better get running!

...African Proverb



Gladstone Senior Center

Monthly Report

May 2019

Report Date: June 3, 2019

To: City Administrator, Jacque Betz

From: Senior Center Manager, Colin Black

Our first fully operational month has come and gone. It feels great to be back up and running. We are seeing about the same number of clients as we were before the closure, this will increase once the Gladstone Community School resumes (*the only change is that the Gladstone Community School classes will not begin until the end of June*). Our Grand Reopening Celebration lunch, held on May 16, was a large success, thank you to all that participated in the effort!

We were also visited by the Clackamas County Aging Services Advisory Council, or ASAC, this month. ASAC visits each senior center in Clackamas County every year, meeting with managers and staff, going on homebound meal deliveries, and eat lunch with clients. I am happy to report that they are pleased with the direction the Gladstone Senior Center is going.

We had an unexpected visitor the other week that caused a real ruckus with staff. Deanna and I heard what we thought was a bird chirping. We had the exterior doors open as it was hot inside. It appeared that a little duckling became separated from its' family and wandered into our building, hiding itself under Debbie's desk. We made several calls to local bird specialists, including the Audubon Society, with no return calls. However, one of our clients took the little duckling to the river behind 24 Hr. Fitness and paired it with another family. A successful endeavor for all!

In May, your Senior Center staff:

- Hosted the Clackamas County ASAC for a meeting and lunch.
- Held the bi-monthly Senior Center Advisory Board meeting. The Advisory Board is continuing its work on the annual work plan. *-On a separate note, the garden out front is up and running. Feel free to stop by anytime to take a look.*
- Hosted the first meeting of the year for GEMS (Gladstone Emergency Management Support). Chief Schmerber and Chief Huffman were introduced to the group.
- Began hosting meetings of the Clackamas County/ City of Gladstone Library Taskforce. We will be hosting the meetings during this process.
- In coordination with CA Betz, we reviewed and signed the Clackamas County subrecipient grant agreement to continue to receive monies for social services we

provide. These are federal funds passed through the state, county, and then to the Senior Center.

- Provided over 600 congregate lunches, 260 one-way rides, and 524 homebound meals this month. Not bad!
- Security cameras have been installed at Senior Center. We now have coverage of the entire facility.

As always, your Senior Center staff look forward to working with you in making Gladstone even better. If you have any questions or concerns, please feel free to contact us at any time.

Respectfully,

Colin Black

Senior Center Manager



Here is the little duckling we found in Debbie and Shirley's office. It took a bit of time to get it out from underneath the desk, however we were successful in the end.



Finally, success! Here is our little duckling in his temporary home.



GLADSTONE POLICE DEPARTMENT

535 Portland Avenue, Gladstone, OR 97027

MEMORANDUM

DATE: January 4, 2019

TO: Jacque Betz, City Administrator

FROM: John Schmerber, Chief of Police

SUBJECT: Monthly Report – May 2019

Administration:

I completed my first two weeks here in Gladstone and feel a lot has been accomplished up to this point. I have found everyone to be very helpful and kind. As stated from the beginning, my first 30 days was going to be observing and learning, meeting everyone and developing strong relationships internally while getting out in the community. I believe I am meeting this goal but there still is work to do. Highlights include;

Command meeting: Delivered expectations to command personnel on my beliefs and philosophy's.
Department wide meeting – Delivered my policing philosophy;

- Engagement / visibility – Internal and external
- Quality service delivery
- Listen to understand – Ask questions
- Led through compassion and empathy
- Prepare people to do the jobs being asked of them
- Treat mistakes as mistakes and misconduct as misconduct

I also took the opportunity to provide my expectations of all members of the police department;

- Accountability- to the City – each other and themselves
- Thoroughness in all they do – No shortcuts
- Be responsive
- Remain professional at all times
- Follow rules
- Work together and be kind to one another, support one another
- Communicate when something is not working
- Bring solutions with problems

- Remain humble and always keep an open mind
- Work through the chain of command
- Uniform cleanliness, look good in the field to include cars
- We have a responsibility to our community, earn their trust every day!

I only provided highlights of the meeting as there were good questions asked.

Executive Assistant Kristi Wells starts on June 10th and we are looking forward to here getting here.

Lt. Fryett and I are currently building the Sgt and Lt process which will begin in a couple of weeks. Things are looking good here.

Over the next couple of weeks, I will spend time with each member of the organization to have conversations about goals, what's working and what needs to be changed (if anything) and just getting to know them better.

OPERATIONS:

Officers responded to a suicidal male adult at a local school (after school hours) who was preparing to hang himself. Officers later learned that their quick response prevented the suicide attempt as he noticed the officers arriving and fled the scene. Officers located the tools he was going to use tied to the basketball hoop. GPD received a second call later in the evening/early morning regarding the same subject who again was attempting to commit suicide. The subject was taken into custody on a mental hold for his safety. I point this call out only because it demonstrates the quality service provided by GPD Officers, compassion and empathy for all involved. From start to finish to include all reporting, GPD officers did a great job in preventing a death and getting a community member needed help.

Live Saving!

Officers of GPD responded to a suicide and upon arrival they found the victim hanging. Officers quick reactions of cutting the victim down and providing first aid without a doubt saved another life. Training and decision making in this incident was critical for the success of this call....

CODE ENFORCEMENT:

Monthly statistics;

11 Abandoned Vehicles
 5 Animal Complaints
 3 public assists
 2 Hazards
 1 Noise Complaint
 25 Ordinance Calls for Service / Follow Up
 25 Parking Complaints
 2 Premise checks for transient camps
 1 Property Call
 2 GPD/GFD Assist Calls



625 Bellevue Before



625 Bellevue After

Call for Service Summary:

Total – 1001

Significant increase / Decrease

Ordinance violations – Increase 108%

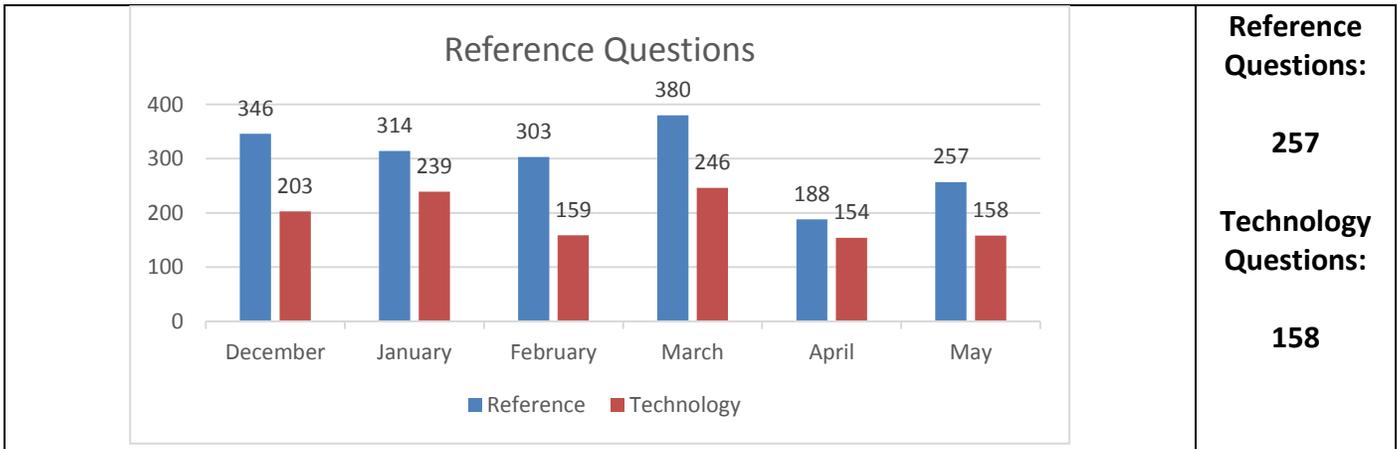
Parking Complaints – Increase of 145%

Miscellaneous Calls for service – Increase of 120%

GLADSTONE PUBLIC LIBRARY DIRECTOR'S REPORT

May 2019

Library Statistics: May 1-31, 2019



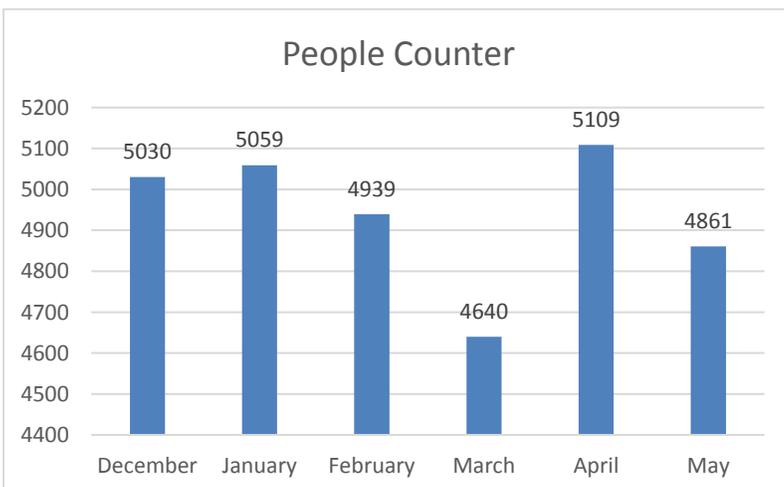
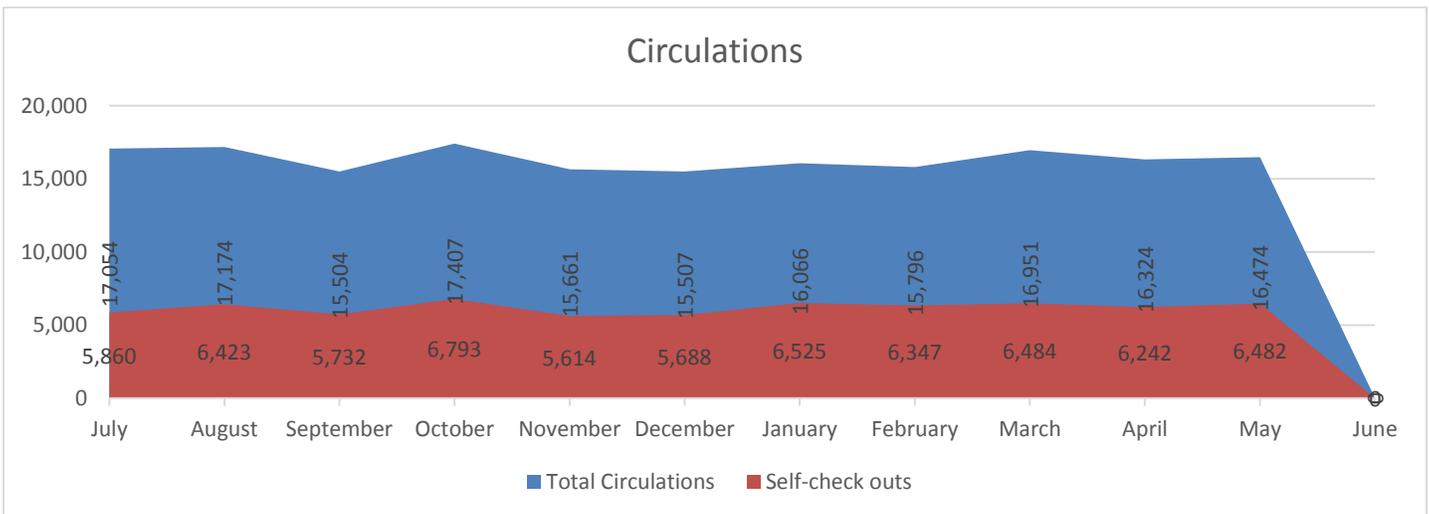
Reference Questions:

257

Technology Questions:

158

New Library Cards	Registered Borrowers	Items Owned	Total Circulations	Self-check outs	Holdings Placed	Internet Sessions
41	5,494	45,402	16,474	6,482	4,274	847



Social Media:

- Facebook followers: 655
- Twitter followers: 200
- Instagram followers: 864

Volunteer hours: 143.50

People Counter: 4861

GLADSTONE PUBLIC LIBRARY DIRECTOR'S REPORT

May 2019

Updates:

- Summer Reading sign-ups officially started June 1st! We welcome all babies, children, and teens from age 0 to 18 to participate, and they'll get a free book and other prizes just for signing up.
- We've got a full schedule of fun events for all ages going on throughout the summer months as well, and summer reading newsletters can be picked up at the library for more information.
- This year, we decided to do a Grand Prize drawing for each of the three age groups for Summer Reading finishers, so participants can look forward to more fun prizes for everyone!
- Heather has started doing presentations at the Gladstone schools to spread the word about Summer Reading with students, and has quite a few more on the schedule. It's the first year she's been able to do presentations with the 5th grade classes as well, so we anticipate a higher number of teen (entering 6th grade in the fall) sign-ups this year.
- Kristi will be heading to do outreach later in June at Kraxberger's summer camp program, providing weekly crafts and marketing Summer Reading events with the youth who attend.
- We will be having SCRAP of Portland at the Senior Center on June 7th from 3-5pm, teaching a class on making tin planters out of recycled materials. There is still space for more registrations for this event!
- With the popularity (and quickly filling registration lists) of the adult craft classes we've had so far, we may be adding a second monthly craft class to the calendar in July and August.



City of Gladstone Monthly Report | MAY 2019

PUBLIC CONTACTS/PLANNING ACTIONS

CUSTOMER CONTACT/Planning Actions	JANUARY	FEBRUARY	MARCH	APRIL	MAY	YEAR TOTALS
Customer Service Counter Contacts	8	4	5	10	6	33
Customer phone contacts	48	42	35	45	52	222
Building Permits Issued	0	1	1	1	0	3
Pre-application conferences	3	1	0	1	0	5
Administrative Decisions	0	0	1	3	4	8

PLANNING COMMISSION ACTIONS/DECISIONS

- APPROVAL OF Z0161-19-D; DICK HANNAH NISSAN ADDITION

CITY COUNCIL LAND USE ACTIONS/DECISIONS

- NONE; JOINT WORK SESSION ON HOUSING CODE AUDIT- NO FORMAL ACTION NECESSARY

PRE-APPLICATION CONFERENCES

- NONE

ADMINISTRATIVE PERMITS

- Z0036-Z-PLA; Property Line Adjustment, Glen Echo
- Z0359-18-HCA, Z0360-18-CMP, Z0361-18-FD Floodplain Development Permit; Deck Development; 345 and 355 W. Clackamas Blvd.

BUILDING PERMITS

MAY

Date	Address	Building Permit #	Description
------	---------	-------------------	-------------

FUTURE ITEMS/PROPERTY UPDATES

Location	Topic	Contact
18085 se Webster Ridge Rd.	Comp Plan/Zone change; (Design Review and Conditional Use Permit to follow at a subsequent hearing) for a multi-family apartment complex development; no application submitted yet	Cascadia Planning
19120 SE McLoughlin Blvd	CarzPlanet Design Review application to modify previously approved landscaping; Application remains incomplete pending applicant submittal of landscaping plan	CarzPlanet
19825 River Rd	Alteration of Non-Conforming Use; Expansion of the existing 1,600 sq. ft. legally non-conforming Children's Course Golf Clubhouse building to include a 2,600 sq. ft. structural addition	Jamie Huffman, Orangewall Studios

Gladstone Fire Department

Monthly Report: May 2019

Report Date: June 4, 2019
To: City Administrator Jacque Betz
Cc: City Council
From: Fire Chief Rick Huffman

This is my first monthly report as Fire Chief for the City of Gladstone. My warm welcome is appreciated and the professionalism and experience of the command staff is exemplary. The firefighters are talented and eager to serve the community. I look forward to leading the department and providing emergency services to the citizens of Gladstone.

There were 97 emergency responses for May, 2019. Standard of Cover goal = 80% fractile.

Disclaimer on this month's report on response data: The Oregon State reporting system (Fire Bridge Elite) is the program used to collect this information. As noted in the standard of cover, record management and call data accuracy is vital. The idiosyncrasies of this system and how we enter the records is being reviewed to ensure the data is accurate. The results reported here are to reflect a trend and may not be exact. As I dig into response data further, I am prepared to review this data and show the reporting system to anyone.

May Code 3 EMS Responses = 68

Turnout Time: 74% of May EMS responses met the adopted turnout time of 1:30 minutes.

Response Time: 87% of May EMS responses met the adopted response time of 5:30 minutes.

May Code 3 Fire and Rescue Responses = 20

Turnout Time: 60% of May Fire/Rescue responses met the adopted turnout time of 2:00 minutes.

Response Time: 70% of May Fire/Rescue responses met the adopted response time of 6:00.

Definitions:

- **80% Fractile Goal:** Gladstone Fire will achieve adopted turnout goal 80% of the time.
- **Turnout time:** The time interval between when units are notified of the incident and when the apparatus leave the station.
- **Travel Time:** The amount of time the responding unit actually spends traveling to the incident.
- **Response Time:** Response time equals the combination of Turnout Time and Travel Time.

May was a month of transition for the Fire Department with the retirement of Interim Fire Chief Jeff Smith. Jeff and I spent many hours trying to transfer his knowledge and experience, you never have enough time with someone with such depth in this City.

The following are summaries of the monthly reports from your Fire Department Staff:

From Asst. Chief/Fire Marshal Mike Funk:

Communications-

- Radio pagers, scheduled for future phase out, replaced w/ 900-MHz pagers.

Buildings under construction-

- Construction continues at Auto Town dealership. Phase two involves a new facade and dealership signage.
- 2.5-million-dollar remodel/expansion at Tonkin Hyundai dealer on McLoughlin is underway.
- The new triplex at 165 E. Exeter is under construction.

Meetings-

- Met with Jim Whynot about the new Civic building. Jim answered questions about access and water supply.

Fire Investigations-

- Sent out a fire report from Residential Fire on Dagmar- Dec.24, 2018.
- Bread truck fire on Oatfield at 82nd Ave. E391 crew performed well to extinguish the fire and review for cause an origin. Worked with Capt. Brost and identified the engine area as the origin. Following a review of the engine compartment and interviewing the driver, exact cause remains undetermined. Cause was most likely a mechanical failure in the engine. The vehicle was a dual fuel vehicle using both gasoline and propane as fuel sources.



Education events –

- Contacted Tyler, Administrator at Avamere in Gladstone, to help teach employees how to use fire extinguishers.
- Pass out fire safety information at E- Recycle, Drug take back, and Shred event.

Produced article for city newsletter highlighting ideas for safe outdoor cooking and recreational fires. Included burn rules and a reminder of Oregon legal fireworks.

GFD Public event- Gladstone duty crew and C391 attended and assisted with annual Bike Rodeo at JWES. Fire prevention materials in the form of bookmarks, pencils, stickers were offered to all participants.



Hosted (4) Kindergarten classes from Jennings Lodge school for educational tour of Fire engines and fire safety practices.

School district-

Sent email notice to Gladstone personnel of the 75 to 100 kids sleeping overnight at WLK school May 23rd. A repeat group from Sisters, Oregon.



Attended a Family Fun day at GCCF. Crews provided tours of the fire engine and passed out fire prevention materials.



Hosted a station tour for 14 children from JWES learning disabilities class. This was a group of wonderful kids that were interested in learning about the fire station. The children practiced “Stop, Drop & Roll” as well as trying on firefighter gear. A lot of special attention was paid to each child by Gladstone personnel. A special thanks goes out to the several members that helped and to Capt. Brost for the work done with the teacher to make this visit a success.



From Deputy Chief Randy Hopperstad:

Logistics: We conducted an equipment audit for the insurance company of all equipment carried on all vehicles assigned to the Fire Dept. including Staff and utility vehicles. Pressure washed our training burn vessel for a new coat of paint to be applied in the first or second week of June weather permitting. Attended the annual equipment show in PDX looking to see what’s coming in the near future of Fire Fighting.

Building Maintenance coordinating with facilities for bids to replace lighting in the meeting room to L.E.D.. We are also requesting bids for fencing our training area at Meldrum bar park for safety reasons.

Began our yearly preventive maintenance service on all vehicles.

From Training and EMS Officer Tighe Vroman:

Fire training for the month of May covered wildland firefighting refresher training and rope rescue topics, including the review and operation of our new high angle rope rescue equipment. In addition to providing training in our usual format of Wednesday sessions, we also performed a number of related training through



online training platform Target Solutions. Much of the classroom, lecture style training was completed online through Target Solutions so we could use our Wednesday drill sessions to focus more on hands-on, practical skill style training.



drill
our
that

Also this month, I completed my portfolio and other requirements for the Chief Officer Academy program that I attended the past couple months. I received excellent scores on all portions of the class and am able to apply for my NFPA Fire Officer III and NFPA Fire Officer IV certifications from DPSST. I have completed the applications for these certification and will be submitting them this week. I also received my Live Fire Instructor Credential for Fixed Facilities from the International Society of Fire Service Instructors (ISFSI).

EMS training included CPR recertification, medication administration and IV skills, and mandatory OSHA bloodborne pathogens training.

Gladstone Fire Recruit Testing and Academy 2018-02: The recruit candidates have all attended their psychological evaluations with Dr. Harden and we are still waiting for a couple of reports outlining results. Chief Huffman will be reviewing the psychological evaluation reports with HR director Nancy McDonald. Candidates have begun to complete their NFPA doctor physical exams and cardiac stress testing with occupational health.

From Shift Captains:

A Shift: Captain Patrick Brost

This month was a month of many special events that landed on A-shift's duty. One of the best parts of this job is community outreach and spending time with the next generation of citizens.

May 26th, A-Shift was asked to participate in the changing of flags at Latus Motors. 6



times per year a veteran's group changes the American flag at Latus (a 50' flag that flies high

above the city) with the POW/MIA flag and they wanted some help from Gladstone Fire and Police. We were honored to be there.

Notable Calls: on May 23, 2019 at 07:55 – Engine 391 was dispatched to a car fire. While en route it was learned a Franz bakery truck was on fire on Oatfield Rd, between 82nd Drive and Dartmouth St. It was also announced the truck had a full propane tank on board. E391 responded with Capt. Brost, A/O Buchanan, and PFF Stay. A/O Buchanan did a great job with apparatus placement, putting it uphill from the vehicle, and in a position where it was easy for the firefighter to pull the appropriate pre-connected attack line and prepare for an aggressive direct attack on the fire.



Between announcing arrival and having a well-involved truck fire and announcing the fire was under control was less than 6 minutes. The fire was well under control sooner than that.

B Shift: Captain Kirk Stempel

On the weekend of May 3rd, six (6) of our own went through an extensive 3-day flood and Swift Water training class. Participants learned about water hydrology, self-rescue, rescue, navigating fast moving waters and other lifesaving skills. With this addition, it brings the size of the team to twelve (12) individuals. This is a huge complement to our dive and rope rescue groups. I continue to attend the Clackamas County Water Rescue Consortium meetings monthly.



As the Department Public Information Officer (PIO): Continued updates and changes to the Gladstone Fire Department website. Many changes coming to our social media accounts, so stay tuned for updates. New editing software has been installed on the computer and I will be working on PSA's and training videos. I am working close with the media to get the "water safety message" out.

On May 27th, Memorial Day, B Shift attended a very special celebration. Somerset Lodge hosted a wonderful lunch for not only their residents, but also for first responders. A delicious BBQ meal was served, and not only did we enjoy that, we all enjoyed wonderful conversations with the people we serve. A great time was had sharing stories of the past and current events.



C Shift: Richard Newton

Leading the project of pre-incident plans for responders, the coordination of computer and dispatch access to these important plans is ongoing. Most of the life hazard targets are completed and schools, churches are next.

Training with crews on applying high volumes of water (master streams) was accomplished and improvements and training standards are being reviewed.

C Shift ran several critical medical calls in May. On the morning of May 19, 2019 GFD got dispatched code 3 on chest pain. E391 was on scene and had a 12lead EKG done within five minutes of being with the patient. The patient was having STEMI (Heart attack) and was transported to local Cath Lab capable hospital to receive treatment. On Saturday May 25th, 2019 GFD had several critical medical calls that day.

In closing, the month of May 2019 was a benchmark in the history of the Gladstone Fire Department as we honor Jeff Smith and I attempt to walk in the footprints of those who have served the City!



City of Gladstone Staff Report

Report Date: June 4, 2019
Meeting Date: June 11, 2019
To: City Council
Via:
From: Jacque M. Betz, City Administrator

AGENDA ITEM

Approval of Resolution No. 1163, a resolution repealing Resolution No. 1154 and adopting a new revised Master Fee Schedule.

HISTORY/BACKGROUND:

Oak Lodge Water Services Sewer Charge (pass-through) is increasing by 4.5% and the Tri-Cities Services District Sewer Charge (pass-through) is increasing by 5%.

The City was advised by North Clackamas County Water Commission (NCCWC) that effective July 1, 2019 wholesale water rates (pass-through) will be increased 3.2%.

The City is including System Development Charges (SDC's) to the master fee schedule to make the charges more transparent. These are not new charges. The charges are increased annually based on the ENR-CCI (Engineering News Record Construction Cost Index) for Seattle per the City's SDC Methodology Reports and ORS 223.304. (This year's increase is 4.8%, May 2018-May 2019).

The Senior Center is also proposing an increase to the suggested meal donation, reducing the suggested donation billiards room per game fee and adding notary fees.

The City of Gladstone Master Fee Schedule is historically updated when rates are revised, so as to reflect the current rates and provide the public with accurate and timely information.

PROPOSAL

Staff recommends revising the Master Fee Schedule to reflect the updated water and sewer utility pass-through rates, adding the System Development Charges (SDCs) as well as updated Senior Center fees. This will become effective July 1, 2019.

Options

- Council could choose not to approve the resolution to update the Master Fee Schedule
- Council could choose to approve the resolution to update the Master Fee Schedule

Recommended Staff Action

Approve Resolution No. 1163, a resolution repealing the Master Fee Schedule adopted under Resolution No. 1154 and adopting a new Master Fee Schedule.

 6/5/19

Department Head
Signature Date

 6/5/19

City Administrator
Signature Date

RESOLUTION NO. 1163
CITY OF GLADSTONE, OREGON

A Resolution Adopting a Revised Master Fee Schedule

WHEREAS, The Gladstone City Council is authorized by the Gladstone Municipal Code to adopt certain fees; and

WHEREAS, The City Council desires to adopt an updated Master Fee Schedule reflecting periodic updates; and

WHEREAS, The City was advised Oak Lodge Water Services Sewer Charge (pass-through) is increasing by 4.5% and the Tri-Cities Services District Sewer Charge (pass-through) is increasing by 5%.

WHEREAS, The City was advised by North Clackamas County Water Commission (NCCWC) that effective July 1, 2019 wholesale water rates (pass-through) will be increased 3.2%.

WHEREAS, The City is including System Development Charges (SDC's) to the master fee schedule to make the charges more transparent. These are not new charges. The charges are increased annually based on the ENR-CCI (Engineering News Record Construction Cost Index) for Seattle per the City's SDC Methodology Reports and ORS 223.304.

WHEREAS, Changes in fees at the Senior Center reflect the increase of costs associated with meal donations, decreasing billiards room per game fee and adding notary fees.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Gladstone, a municipal corporation of the State of Oregon, the following:

The City of Gladstone repeals the Master Fee Schedule adopted under Resolution 1154 and replaces it by adopting the Revised Master Fee Schedule, as set forth in the attached Exhibit A. Changes are noted in **highlight**.

This Resolution is effective July 1, 2019

This Resolution adopted by the Gladstone City Council and approved by the Mayor this ____ day of _____, 2019.

ATTEST:

Tamara Stempel, Mayor

Tami Bannick

Resolution 1163 - Exhibit "A"

City of Gladstone Master Fee Schedule **Effective July 1, 2019**

ADMINISTRATION		
Adopted Budget	\$	45.00
Blasting Permit Fee	\$	5,000.00
Blasting Permit Inspections each (after first two inspections)	\$	2,000.00
Business License Base Fee	\$	100.00
Business License Commencing July-December	\$	50.00
Business License fee per employee over 3 FTE's	\$	5.00
Business License for Rental Property in Gladstone - base fee plus tiered approach below	\$	100.00
1 rental unit	\$	25.00
2 - 5 rental units	\$	50.00
6 - 12 rental units	\$	75.00
13+ rental units	\$	100.00
Business License Past Due Fee per month	\$	10.00
Electronic Copy of a Recorded Meeting	\$	20.00
Home Occupation - Intial Application Fee	\$	50.00
Liquor License Review		
Original Application	\$	100.00
Change in ownership, location, or privilege	\$	75.00
Renewal or temporary application	\$	35.00
Lien Search	\$	30.00
Notary Fee (Non-Resident)	\$	10.00
Notary Fee (Resident)	\$	5.00
NSF Check Charge	\$	35.00
Parking Permits	\$	25.00
Penalty for work commencing before application approval		Investigation fee equal to permit fee
Photocopies B&W up to 8 x 14	\$	0.25
Postage and Handling Flat Fee + actual cost of postage	\$	1.00
Public Records Administrative Research per hour (quarter hour increment charge)		Based on hourly rate
Public Records Clerical Research per hour (quarter hour increment charge)		Based on hourly rate
Public Records Legal Research per hour (quarter hour increment charge)		Based on hourly rate

POLICE		
A-Frame Sign Permit (initial application fee)	\$	100.00
Address Record Print (per address)	\$	5.00
Alarm Permit		
Initial Permit or Renewal		25.00
Late Fee (after 30 days expiration or installation)		25.00
Second False Alarm (within permit year)		50.00
Third False Alarm (within permit year)		100.00
Fourth and Each Subsequent Alarm (within permit year)		150.00
Failure to obtain Alarm Permit		90.00
Animal Permit Application (per year)	\$	25.00
Block Party	\$	35.00
ID Theft		Victim Free
Local History Printout (per record)	\$	5.00
Noise variance	\$	75.00
Nuisance Property Abatement		Actual Cost
Officer's Notes (per entry)	\$	5.00
Police Report (first 5 pages)	\$	10.00
Police Report (page 6 and over) each page	\$	1.00
Radar Certification (per record)	\$	5.00
Temporary/Portable Storage Container		50.00
Vehicle Impound (after business hours)	\$	125.00
Vehicle Impound (during regular business hours)	\$	100.00
PUBLIC WORKS		
Technical Plan Review-Development Engineering Fee		
Review	\$	2.5% of the construction cost
Inspection	\$	2.5% of the construction cost
Barricade Delivery and Pickup Fee	\$	50.00
Dye Test Residential/Commercial	\$	100.00
Erosion Control Violation	\$	300.00
Hydrant Hook-Up Permit Fee (plus water usagae cost)	\$	50.00
Registration Fee	\$	50.00

Street Opening Inspection Fee	\$	85.00
Street Opening Permit Fee	\$	150.00
Street Opening Re-Inspection Fee (if necessary)	\$	85.00
System Development Charges (SDC's)		
* Transportation		\$3,706 per (EDU) equivalent dwelling unit
* Water:		3/4" meter - \$7,847
		1" meter - \$13,005
		1 1/2" meter - \$26,132
		2" meter - \$41,828
		3" meter - \$83,733
		4" meter - \$130,819
		6" meter - \$261,559
* Sewer Collection (City System)		\$5,638 per (EDU) equivalent dwelling unit
* Sewer Treatment provided by others (pass-through) to Oak Lodge Water Services or Tri-City (WES) based on the individual district rates that the property is served by.		
		\$7,836 per (RPE) residential population equivalent
* Parks		
* Stormwater		\$3,019 per (EDU) equivalent dwelling unit
SENIOR CENTER		
Building Rental (per hour) Group 1: City of Gladstone Residents.		Planton Room-\$40.00 and Bloye Hall-\$45.00
Building Rental (per hour) Group 2: Private Parties, individuals, groups, and non-profits.		Planton Room-\$45.00 and Bloye Hall-\$55.00
Building Rental (per hour) Group 3: Commercial, for-profit professional groups.		Planton Room-\$50.00 and Bloye Hall-\$75.00
Kitchen Fee	\$	50.00
Meal under 60 years	\$	4.00
Meal (suggested donation) over 60 years	\$	3.00
Fax (per page - staff only)	\$	1.00
Photocopy (per page)	\$	0.25
Van Donation (suggested donation) each way	\$	1.00
Friday Excursions (\$7-\$25)		varies
Billiards Room (suggested donation of per game played)	\$	0.25

Notary Fee- Clackamas County resident age 60 or older	Free
Notary Fee- Gladstone Resident	\$5.00
Notary Fee- Non Resident- Clackamas County	\$10.00
UTILITY BILLING RATES & UTILITY RIGHT OF WAY RATES	
RIGHT-OF-WAY (ROW) RATES	
Franchise Administrative Review	\$ 5,000.00
ROW License Application Fee (Excluding Small Cell Wireless Facilities ****)	\$ 50.00
ROW License Fee (five year term), (Excluding Small Cell Wireless Facilities)	\$ 250.00
ROW Use Fee (Excluding Small Cell Wireless Facilities)	5% of gross revenues** or Minimum Annual Right-of-Way Use Fee, whichever is greater.
Minimum Annual Right-of-Way Use Fee ***	
TOTAL LINEAR FEET OF UTILITY FACILITIES IN RIGHT-OF-WAY	January 1, 2018 January 1, 2019
Up to 5,000	\$5,305.00 \$5,464.00
5,001 to 10,000	\$7,957.00 \$8,196.00
10,001 to 20,000	\$10,609.00 \$10,927.00
More than 20,000	\$15,914.00 \$16,391.00
ROW Attachment Fee (Excluding Small Cell Wireless Facilities)	\$5,150 ***
ROW Application fee for Small Cell Wireless Facilities (1-5 sites)	500.00
Each additional Site	100.00
Small Cell Wireless Facility Attachment Fee	270.00
SEWER RATES	
Sewer Inspection Fee, except mobile homes, motor homes and travel trailers	\$ 100.00
Sewer Insepction Fee for mobile homes, motor homes, and travel trailers	\$ 50.00
<i>Oak Lodge Water Services Sewer Charge (Pass-through)</i>	55.19 per month per EDU
<i>Tri-Cities Services District Sewer Charge (Pass-through)</i>	25.36 per month
<i>Clackamas County Sewer District #1 Sewer Charge (Pass-through)</i>	25.36 per month
City of Gladstone Sanitary Sewer Collection	\$ 10.08

STORMWATER RATES		
Residential Stormwater Fee per EDU each month	(Class 001 accounts)	\$ 10.00
Non-Single Family Residential Stormwater Fee (Per 3,000 square feet of impervious area each month)		
	(Class 002 and 003 accounts)	\$ 10.00
(Impervious area is calculated based on the city's GIS system data)		
WATER RATES		
Effective July 1, 2019, minimum charges per month includes first 600 cubic feet of water:		
<u>Meter Size</u>	<u>Inside City</u>	<u>Outside City</u>
3/4"	\$ 22.61	\$ 30.07
1.0"	\$ 32.21	\$ 45.40
1.5"	\$ 50.25	\$ 66.93
2.0"	\$ 89.86	\$119.54
3.0"	\$111.94	\$148.17
4.0"	\$134.03	\$178.30
6.0"	\$148.95	\$198.07
8.0"	\$186.19	\$247.63
Water in excess of the first 600 cubic feet, per each additional 100 cubic feet:	\$ 2.50	\$ 3.26
WATER UTILITY CHARGES		
Low Income Rate Violation Fee	As set forth in ORS 164.125	
Mailed Late Notice/Shut Off Notification	\$	7.00
Shut Off Door Hanger (2nd Late Fee)	\$	25.00
Shut Off Water	\$	25.00
Turn On Water (during business hours)	\$	25.00
Turn On Water (after business hours)	\$	175.00
** <i>Gross revenues</i> shall have the meaning as defined in Chapter 12.24		

*** This rate shall increase 3% annually on January 1st of each year beginning January 1, 2017.

**** Small Cell Wireless Facilities are defined as including an antenna of no more than three cubic feet and equipment totaling no more than 28 cubic feet, placed on a structure that is either no more than 50 feet in height, no more than 10 percent taller than adjacent structure, or no more

City of Gladstone Staff Report

Report Date : June 3, 2019
Meeting Date: June 11, 2019
To : Jacque Betz, City Administrator
Mayor and City Council
From : Jim Whynot, Public Works Director

AGENDA ITEM

Approve a public improvement contract for 2019 Pavement Management Program Slurry Seal project to Blackline, Inc.

History/Background

In a cooperative procurement action, the City of Hillsboro, Oregon solicited for multi-city pavement management bids. Blackline, Inc. was awarded the portion of the contract for the City of Gladstone's 2019 Slurry Seal project in the approximate amount of \$151,000.

Proposal:

Staff proposes the Council approve the award of the bid as stated in the contract. A copy of the contract and general conditions are attached hereto, marked Attachment A, with relevant exhibits marked Exhibit A through D.

Options:

Section I

- Option 1 – Approve the award of the bid to Blackline, Inc. in an amount not to exceed \$151,000.
- Option 2 - Do not approve the award of the bid to Blackline, Inc.

Cost Impact:

The not to exceed cost of this contract is \$151,000. This project will be funded from the budgeted Operations, Maintenance, and Repairs in the Street fund.

Relevancy to Council Goals and Objectives Identified in the 2016-2020 Strategic Plan

Enhance the Livability in Gladstone

- 1.9 Partner and contract through IGA's on key issues

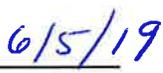
Maintain the Health and Long Term Vibrancy and Stability of Gladstone

- 4.4 Build in a capability to maintain our facilities (infrastructure, buildings, etc.)

Recommended Staff Action:

Staff recommends approving the award of the bid to Blackline, Inc. by making the following motion:

“I move to award the bid for the 2019 Slurry Seal project to Blackline, Inc., for the not to exceed cost of \$151,000.”

					
Department Head	Signature	Date	City Administrator	Signature	Date

PUBLIC IMPROVEMENT CONTRACT
between
CITY OF GLADSTONE, OREGON
and
BLACKLINE INC.

Contract No. City of Gladstone 2019 Pavement Management Program
Schedule "A" Slurry Seal

This Public Improvement Contract ("Contract") is made by the City of Gladstone, Oregon and **BLACKLINE INC.** ("Contractor") to provide construction services on the following

City of Gladstone 2019 Pavement Management Program
Schedule "A" Slurry Seal

("Project"), briefly described below:

Perform all work associated with Schedule "A" - Slurry Seal:

Furnish all labor, equipment, and material required to complete the preparation and placement of asphalt emulsion slurry seal, including striping and associated work within the City of Gladstone.

Schedule "A" Slurry Seals is attached hereto and marked Exhibit C.

The parties agree as follows:

CONTRACTOR DATA

Full Business Name : Blackline, Inc.
Contractor Contact Person : Cody Lorenzen, President
Address : 13023 NE Highway 99, Suite 7
PMB 196
City, State, ZIP : Vancouver, WA 98686
Business Telephone : 509 218-1221
Facsimile : 360 707-4811
Email : Cody@blacklineinc.net
Oregon CCB License Number : 66384

Contractor certifies under penalty of perjury that Contractor is a:

- Sole Proprietor
- Corporation**
- Limited Liability Company
- Partnership
- Other [describe: _____]

TERMS AND CONDITIONS

1. **Work.** Contractor shall execute fully the Work described by the Contract Documents, unless specifically indicated in the Contract Documents to be the responsibility of others. "Work" means the construction and any related services required by or reasonably inferable from the Contract Documents, whether completed or partially completed, including (except as otherwise expressly stated in this Contract) all other labor, materials, equipment, tools, permits, fees, licenses, facilities, taxes, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to fulfill Contractor's duties by executing and completing this Contract within the Contract Time. The Work may constitute the whole or a part of the Project.
2. **Effective Date and Termination Date.** The effective date of this Contract shall be the Contract Start Date identified in section 2.a. or the date on which each Party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be the Contract End Date, subject to extension as provided in the Contract Documents.

Offer and Contract Dates

a. Contract Start Date June 20, 2019

"Work" Time Dates

a. Anticipated Notice to Proceed Date June 1, 2019
b. Anticipated Substantial Completion Date August 20, 2019
c. Anticipated Final Completion Date August 20, 2019
d. Contract End Date August 20, 2019
e. "Work" Time in Calendar Days 15 Days

PLEASE NOTE: Contractor shall not commence Work under this Contract until the Notice to Proceed has been issued.

3. **Enumeration of Contract Documents.** The "Contract Documents" include the following:
 - a. This Contract with these Terms and Conditions.
 - b. **EXHIBIT A:** City of Gladstone Public Improvement Contract General Conditions
 - c. **EXHIBIT B:** Insurance Requirements
 - d. **EXHIBIT C:** Contractor's Bid Response: **Schedule "A" Slurry Seals**
 - e. **EXHIBIT D:** Slurry Seal Map Overview
 - f. **EXHIBIT E:** https://www.oregon.gov.boli/WHD/PWR/Pages/pwr_state.aspx, incorporated herein by reference.
4. **Contract; Contract Documents; Entire Agreement.** This Contract and the other Contract Documents form the entire and integrated agreement between the parties. Unless the context requires otherwise, any reference to the "Contract" includes the Contract Documents.
5. **The Contract Time.** Contractor shall achieve Substantial Completion of the Work under this Contract within consecutive calendar days ("Contract Time") from the date specified in City's Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.

6. The Contract Total

- a. The Contract Total shall not exceed **\$151,000.00**. The Contract Total is the total amount payable by the City to Contractor for the completion of the Work in its entirety under the Contract Documents.
- b. The following bid alternates are included in the Contract Total: None
- c. Unit prices if any: **See Exhibit C: Schedule "A" Slurry Seals**
- d. Allowances included in the Contract Total, if any: None
- e. Notwithstanding any other provision of this Contract or the Contract Documents, the Contract Total includes all construction contingencies for existing site conditions other than for pre-existing Hazardous Materials. Contractor is thoroughly acquainted with and has inspected the Project site without restriction, understands the potential risks in this construction Work, and accepts the full risk of construction contingencies to complete the Work within the Contract Time and Contract Total set out in this Agreement.

7. Progress Payments.

- a. The Contractor will submit an application for payment to the City Representative as provided in the General Conditions. The City Representative may require the Contractor to simultaneously submit an application for payment to the Design Professional working on the Project.
- b. Each application for payment shall be for one calendar month ending on the last day of the month.
- c. Payments are due and payable 30 days following receipt of the Contractor's complete Application for Payment or 15 days from the date after payment is approved by the City Representative, whichever is earlier. Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate set forth in ORS 279C.570(2).
- d. The amount of each progress payment shall be determined as provided in the General Conditions, less retainage of 5% pursuant to ORS 279C.550 to 279C.565, ORS 701.420 and 701.430, and less liquidated damages, if any.

8. Designation of Representatives.

- a. The City's Representative is: **Steve Graves, Streets Supervisor, Gladstone Public Works Department**
- b. Contractor's Representative is: **Cody Lorenzen, President Telephone: 509-218-1221**
- c. A party may change its designated representative upon 30 days written notice to the other party.

9. Notice and Communications.

- a. Notices and communications between the parties to this Contract may be sent to the following addresses:

City:
City of Gladstone
Public Works Department
18595 Portland Avenue
Gladstone, OR 97027

Contractor:
Cody Lorenzen, President.
Blackline, Inc
13023 NE Highway 99, Suite 7 PMB 196
Vancouver, WQA 98686

- b. The party giving notice will provide notice in writing, dated and signed by the party giving notice or by a duly authorized representative of that party. Notice is not effective for any purpose whatsoever unless served in one of the following manners:
- c. If notice is given by personal delivery, it is deemed delivered on the day of delivery.
- d. If notice is given by overnight delivery service, it is deemed delivered one (1) day after date deposited, as indicated by the delivery service.
- e. If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it is deemed delivered three days after date deposited, as indicated by the postmarked date.

- f. If notice is given by registered or certified mail with postage prepaid, return receipt requested, it is deemed delivered on the day the notice is signed for.
10. **Independent Contractor Status.** By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the City within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.
11. **Request for Taxpayer Identification Number.** Contractor must be a current vendor with the City or must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN provided by Contractor. Contractor shall be responsible for all federal, state, and local taxes and any fees applicable to payments for Work under this Contract.
12. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including without limitation, the following requirements of the Oregon Public Contract Code:
- a. ORS 279A.110 (Non-discrimination Certification): Contractor shall certify that Contractor has not discriminated and will not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women, or emerging small business enterprise (certified under ORS 200.055.), or a business that is owned or controlled by, or employs a disabled veteran (as defined in ORS 408.225).
 - b. ORS 279C.380 (Performance and Payment Bonds): Unless exempted by the City in writing pursuant to the City's local public contracting rules, prior to starting work under this Contract, Contractor or its Subcontractor shall execute and deliver to City a good and sufficient performance bond, in a form acceptable to City, in a sum equal to 100% of the construction portion of the Contract Price, and Contractor or its Subcontractor shall execute and deliver to City a good and sufficient payment bond, in a form acceptable to City, in a sum equal to 100% of the construction portion of the Contract Price, solely for the protection of claimants under ORS 279C.600.
 - c. ORS 279C.505 (Prompt Pay Requirement, Liens, Taxes, and Drug Testing): Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the performance of the Work provided for in such Contract; pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place.
 - d. ORS 279C.510 (Recycling/Composting): If this Contract includes demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
 - e. ORS 279C.515 (Failure to Pay Promptly): 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 this Contract as such Claim becomes due, the City may pay such Claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a Claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid Claims. Unless the payment is subject to a good-faith dispute as defined in ORS 279C.580, if Contractor or any first-tier Subcontractor fails to pay any Claim for materials or labor furnished under this Contract within 30 days after being paid by City, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(4). A person with any such unpaid Claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good-faith dispute as defined in ORS 279C.580.
 - f. ORS 279C.520 and 279C.540 (Hours of Labor, Holidays, and Overtime): Except as otherwise provided in an applicable collective bargaining agreement with a labor organization, Contractor shall not employ and shall require that its Subcontractors not employ any person to perform construction work for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such

cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:

1. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
 2. For all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 3. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540(1)(b).
 4. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime. Contractor shall and shall require its Subcontractors to give notice in writing to their employees who work under this Contract, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- g. ORS 279C.525 (Notice of Environmental Regulations): State law requires that solicitation documents for a public improvement contract make specific reference to federal, state, and local agencies that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution or the preservation of natural resources that may affect the performance of this Contract. These agencies include, but are not limited to:
1. Federal Agencies: Department of Agriculture, Forest Service, Soil and Water Conservation Service, Coast Guard, Department of Defense, Army Corps of Engineers, Department of Emergency, Federal Energy Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine Safety and Health Administration, Occupational Safety and Health Administration, Department of Transportation, Federal Highway Administration, and Water Resources Council.
 2. State Agencies: Department of Administrative Services, Department of Agriculture, Soil and Water Conservation Commission, Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Consumer and Business Services, Land Conservation and Development Commission, Department of Parks and Recreation, Division of State Lands, and Department of Water Resources.
 3. Local Agencies: City councils, county courts, county boards of commissioners, metropolitan service district councils, design commissions, historic preservation commissions, planning commissions, development review commissions, special district boards of directors, and other and special governmental agencies such as Tri-Met, urban renewal agencies, and Port districts.
 4. Tribal Governments.
- h. ORS 279C.530 (Payment for Medical Care and Workers' Compensation): Contractor shall promptly, as due, make payments 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 such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service. All employers, including the Contractor, that employ subject workers who work under this 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.
- i. ORS 279C.545 (Time Limitations on Claims for Overtime): Construction workers employed by the Contractor or its Subcontractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the Contractor or Subcontractor within 90 days from the completion of the Contract, providing the Contractor or Subcontractor has:
1. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the Work; and

2. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
- j. ORS 279C.580(3) (Prompt Payment of First-Tier Subcontractors): Contractor shall include in each subcontract for property or services with a first-tier Subcontractor a clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten days out of such amounts as are paid to the Contractor by the City. Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by City, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the ten-day period that payment is due under ORS 279C.580(3). Contractor shall require each first-tier Subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its Subcontractors to include a similar clause in each contract with a lower-tiered subcontractor or supplier.
- k. ORS 279C.605 (Notice of Claim on Bond): Any person claiming a right of action under ORS 279C.600 must file a notice of claim as provided in ORS 279C.605.
- l. ORS 279C.800 to 279C.870 (Payment of Prevailing Wage Required):
1. The hourly rate of wage to be paid by Contractor or any Subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840 for each trade or occupation as defined by the Commissioner of the Oregon Bureau of Labor and Industries in the applicable publication entitled Definitions of Covered Occupations for Public Works Contracts in Oregon available at: https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx
 2. This contract is subject to the prevailing wage rates published as specified in the City's Invitation to Bid, to-wt: https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx
 3. Contractor and all Subcontractors shall keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.
 4. The City shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.
 5. If Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.
- m. ORS 279C.836 (Public Works Bond Required): Contractor shall:
1. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the Project, unless exempt under ORS 279C.836(2), (7) or (8); and
 2. Include in every subcontract a provision requiring the Subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the Project, unless exempt under ORS 279C.836(2), (7) or (8).
- n. ORS 279C.845 (Prevailing Wage Certification; Additional Retainage):
1. Contractor and every Subcontractor shall file certified statements with City in writing in the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom Contractor or Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work 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 Contractor or Contractor's surety or Subcontractor or Subcontractor's surety that Contractor and any Subcontractor has read such statement and certificate and knows the contents thereof, and that the same is true to Contractor or Subcontractor's knowledge. 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.

2. The certified statement shall be delivered or mailed by Contractor or Subcontractor to City. Certified statements for each week during which the Contractor or Subcontractor employs a worker upon the public work shall be submitted once a month, by the fifth business day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870. Notwithstanding any other provision of this Contract and in addition to any other retainage required under this Contract, the City shall retain 25% of any amount earned by the Contractor until the Contractor has filed the certified statements with the City as required by this Section. The City will pay the retainage required under this Section within 14 days after Contractor files the certified statements required by this Section.
 3. Contractor and each Subcontractor shall preserve the certified statements for a period of three years from the date of completion of the Contract.
- o. ORS 671.560, 701.026 (Landscape/Construction Contractors License Required): If Contractor is performing work as a landscape contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction contractor's license issued under ORS 701.026. Contractor shall further certify that all Subcontractors performing Work described in ORS 701.005(2) are registered with the Construction Contractors Board or licensed by the State Landscaping Contractor's Board as required by the above-noted statutes before they commence Work under this Contract. Contractor shall maintain in effect all licenses, permits, and certifications required for the performance of the Work. Contractor shall notify City immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
- p. SB 675 (Oregon Tax Law 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. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of this Contract, faithfully has complied with:
- (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - (ii) 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;
- q. ORS 279B.230(2) (Oregon Workers' Compensation Law): Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to 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, if any, complies with these requirements (ORS 279B.230(2)).

Contractor has the power and authority to enter into and perform this Contract. The persons executing this Contract on behalf of Contractor have the actual authority to bind Contractor to the terms of this Contract.

City of Gladstone

Blackline, Inc.

Signature
Jim Whynot

Signature
Cody Lorenzen

Director, Gladstone Public Works
Title

President, Blackline, Inc.
Title

Date

Date

CITY OF GLADSTONE

GENERAL CONDITIONS FOR

PUBLIC IMPROVEMENT CONTRACTS

June 1, 2019

EXHIBIT A

I) General Provisions.

- i) Contract Documents. The "Contract Documents" are enumerated in Item 3. ("Enumeration of Contract Documents") of the Public Improvement Contract between City and Contractor ("Contract") and consist of the Contract, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, additions or deletions to, material changes in, or general interest explanations of a Solicitation Document ("Addenda") (other than Addenda relating to bidding requirements) issued prior to the bid, other documents listed in the Contract, and Modifications issued after execution of the Contract. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
- ii) Contract Schedule. The "Contract Schedule" is the graphical representation of the practical plan for carrying out the Work and completing the Work within the Contract Time as set forth in the Contract Documents. The Contract Schedule provides a list of intended events and times to complete each event as set forth in the Contract Documents.
- iii) Drawings. The "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- iv) Knowledge. The terms "knowledge," "recognize" and "discover" their respective derivatives and similar terms in the Contract Documents, when used in reference to the Contractor, means that which the Contractor knows or should know, recognizes or should recognize and discovers or should discover. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents means reasonably inferable by a contractor familiar with the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents.
- v) Modification. A "Modification" is
 - 1) a written amendment to this Contract signed by both parties;
 - 2) a Change Order;
 - 3) a Construction Change Directive; or
 - 4) a written order for a minor change in the Work issued by the Architect.
- vi) Organization of Drawings and Specifications. "Organization of Drawings and Specifications" into divisions, sections, articles, or otherwise arranged will not control Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade subcontractor.
- vii) Project. The "Project" is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by City and by separate Contractors.

viii) Project Site. The "Project Site" is the property upon which the Project lies and City's property that surrounds the Project, extending to the City's property boundary.

Specifications. The "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards, and workmanship for the Work and performance of related services.

II) City's Responsibilities.

- i) Authorized Representative. City shall designate a person in writing to be the authorized representative with express authority, to the extent permitted by law, to bind and communicate on behalf of City with respect to all matters requiring City's approval or authorization ("City Representative"). The term "City" includes City Representative.
- ii) Contract Administration. City shall provide contract administrative services for the Project through City's authorized representative. The City Representative may engage and delegate authority to such additional staff and professional and technical consultants as City deems necessary to assist in perform its administrative tasks. Contractor shall direct all Project communications to City and in accordance with the Contract Documents, or as City directs in writing.
 - 1) City may engage professional architects or engineers to assist City during construction of the Project to interpret technical contract provisions and to determine the amount, quality, acceptability, and fitness of the Work. Such architects or engineers will be authorized to act on behalf of City only to the extent expressly provided in the Contract Documents or as City otherwise directs in writing.
 - 2) City may engage a consulting construction manager to provide Project administrative services on City's behalf. Such construction manager will be authorized to act on behalf of City to the extent expressly provided in the Contract Documents or as City otherwise directs in writing.
 - 3) City may retain certain project inspectors to monitor compliance with Drawings and Specifications for the Project, as well as applicable codes and ordinances. Such project inspectors will be authorized to act on behalf of City to the extent expressly provided in the Contract Documents or as City otherwise directs in writing.
- iii) Access to the Work. City and its designated representatives shall have free access to the Work at all times. Contractor shall not carry on Work except with the knowledge of City and its designated representatives. City may require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Inspection or observation of Work shall not relieve Contractor from any obligation to fulfill the Contract.
- iv) Right to Stop or Reject Work. City may reject Work that fails to conform to the Contract Documents, as determined by City. If Contractor fails to promptly correct such defective Work, City may issue a written order directing Contractor to stop the Work, or designated portion thereof, until the cause for such order is eliminated. The right of City to stop the Work shall not give rise to a duty on the part of City, or any of its representatives, to discover nonconforming Work or to exercise the right to stop the Work for the benefit of Contractor or any other person or entity.

- v) Permits and Access. Except for permits and fees that are Contractor's responsibility under the Contract Documents, City shall secure and pay for all other necessary approvals, easements, assessments and charges required to complete the Work..
- vi) Subsurface Surveys. City shall make available to Contractor, and Contractor shall study, the results of such test borings and information that City has concerning subsurface conditions and site geology. Contractor shall inform City of any other site investigation, analysis, study, or test conducted by or for Contractor or its agents and shall make the results available to City upon City's request.
- vii) City's Rights. The rights stated in this section and elsewhere in the Contract Documents are cumulative and do not limit any rights City may have under the Contract Documents, at law or in equity. Without limiting the generality of the foregoing sentence, any right City has under the Contract Documents to compel Contractor to fix defective Work, up to and including any warranty period the Contract Documents may establish, does not operate to shorten or otherwise limit statutes of limitations applicable to the Work.

III) Contractor's Responsibilities.

- i) General Responsibilities.
 - 1) Authorized Representative. Contractor shall designate a person in writing to be the authorized representative with express authority to bind and communicate on behalf of Contractor with respect to all matters requiring Contractor's approval or authorization ("Contractor Representative"). The term "Contractor" means the Contractor or the Contractor Representative.
 - 2) Materials, Equipment, and Services. The Contractor will provide all labor, materials, equipment, and services necessary to complete the Work, all of which will be provided in full accord with the Contract Documents.
 - 3) Supervision and Coordination. Unless otherwise expressly provided in the Contract Documents, the Contractor will be solely responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized.
 - 4) Project Correspondence. Contractor shall provide City with a copy of all written communications between Contractor and City's consultants at the same time as that communication is made to such consultants, including, without limitation, all requests for information, correspondence, submittals, notices, and change order proposals. Contractor shall confirm oral communications in writing.
 - 5) Project Boundary. Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.
 - 6) Taxes. Contractor shall pay all applicable taxes for the Work provided by Contractor that are legally applicable at the time the bid is submitted, whether or not yet effective or merely scheduled to go into effect.

7) Permits, Fees and Notices. Except as otherwise provided in the Contract Documents, Contractor shall secure and pay for all permits, licenses, and certificates that are the Contractor's responsibility under the Contract Documents and that are necessary for prosecution of Work before the date of the commencement of the Work or before the permits, licenses, and certificates are legally required to continue the Work without interruption. Contractor shall obtain and pay, when legally required, for all licenses, permits, inspections, and inspection certificates required by any authority having jurisdiction over any part of the Work included in the Contract. Contractor shall deliver all final permits, licenses, and certificates to City before demand is made for final payment.

ii) **Worksite Conditions.**

1) Benchmarks and Monuments. Contractor shall protect and preserve established benchmarks and monuments and shall not change locations of benchmarks and monuments without City's prior written approval. Contractor shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of City and with City's approval.

2) Field Verification. Prior to the commencement of the Work, Contractor shall review the Project Site with City in detail and identify the area of the Work, staging areas, connections or interfacing with existing structures and operations, and restrictions on the Work site area. Contractor shall ensure that all forces on the Project Site are instructed about the acceptable working and staging areas and restrictions on use of the site. Contractor, with advance consent of City, shall erect such barriers and devices as are necessary to restrict access within the Work site to authorized areas and to prevent unauthorized access to non-Work areas.

3) Utility Locates. Contractor will be responsible to locate existing utilities and underground facilities that are indicated in the Contract Documents or that are known or reasonably should be known to exist in proximity to the Work. Contractor shall provide timely notice and locate requests with any affected utility or through contact with appropriate notification centers before commencing excavation or demolition Work that Contractor knows or reasonably should know is in proximity to such utilities or facilities. Contractor assumes the sole risk and will be responsible for all delay and expense arising out of Contractor's failure to do so. Contractor acknowledges that utility companies and other third parties owning or managing facilities that may need to be relocated are not City's agents and do not act for the City.

iii) **Responsibility for Performance.**

1) Before beginning the Work, Contractor shall examine and compare the drawings and specifications with information furnished by City that are Contract Documents, relevant filed measurements made by the Contractor, and any visible conditions at the worksite affecting the Work.

- 2) Reporting Inconsistencies. Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but Contractor shall promptly report any nonconformity it discovers to City. Contractor will be liable to City for damages if it fails, in the exercise of normal diligence, to recognize any error, inconsistency, omission or difference between field conditions and the Contract Documents. Contractor shall promptly report any errors, inconsistencies, or omissions it discovers, as a request for information, in such a form as City or Architect may require. Contractor will not be entitled to any modification in Contract Total or Contract Time solely by the request for information. Contractor shall carefully study and compare all Contract Documents, including Drawings, Specifications, and other instructions and shall at once report, in writing to City any error, inconsistency, or omission that Contractor or its employees or subcontractors may discover. In the event of an inconsistency within or between parts of the Contract Documents, or between the Contract Documents and applicable law, and regardless of whether Contractor reports the inconsistency to the City, the Contractor must: (i) provide the better quality or greater quantity of Work; or (ii) comply with the more stringent requirement as applicable.
- 3) Unnecessary Inquiries. Contractor is liable for costs incurred by City for professional services for interpretations or decisions of matters where the information sought is equally available to the party making the request.

iv) Construction Materials and Supplies.

- 1) Quantities of Materials. Contractor shall provide materials in sufficient quantities on hand at such times as to insure uninterrupted progress of Work and shall store materials properly and protect materials as required.
- 2) Complete Assembly. For all materials and equipment specified or indicated in the Drawings, Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Contractor shall furnish incidental items not indicated on Drawings, nor mentioned in the Specifications, that can be legitimately and reasonably inferred to belong to the Work described, or necessary in good practice to provide a complete assembly or system, as though itemized here in every detail. In all instances, Contractor shall install material and equipment in strict accordance with each manufacturer's most recent published recommendations and specifications. Contractor shall be responsible for appropriately sequencing the Work and for verification of suitability of prior work before subsequent construction activities.
- 3) Timely Ordering of Materials. Contractor shall coordinate submittal approvals and place orders for materials and/or equipment so that delivery of same will be made without delays to the Work. Contractor shall, upon City's reasonable request, provide documentary evidence that orders have been placed.
- 4) No Right to Lien. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the site to City, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Because City's property is public property, Contractor and any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract, will not have any right to lien any portion of the Project Site or any improvement or appurtenance thereon.

- 5) Storage. Contractor and its subcontractors shall obtain City approval before delivering or storing materials or tools on City's premises. Upon approval, Contractor shall store materials and tools so that they do not hamper the operation of equipment or persons and do not present a fire or safety hazard.
- v) Construction Personnel and Supervision.
- 1) Supervision. During progress of the Work, Contractor shall keep on the Project Site, and at all other locations where any Work related to this Contract is being performed, a competent project manager, construction superintendent and staff, who are employees of Contractor, to whom City does not object and at least one of whom is fluent in English, written and verbal. Contractor shall provide efficient supervision to the Work, using its best skill and attention. Before commencing the Work, Contractor shall give written notice to City of the name of its project manager and construction superintendent. Contractor is bound by all directions given to Contractor's project manager and/or construction superintendent as if such direction was given to Contractor.
 - 2) Replacement of Supervision. Contractor shall not otherwise remove or replace the construction superintendent or project manager for any reason, including their need to work on other projects, or to take extended vacations, without submitting thirty (30) days' written notice to City. If Contractor's project manager, construction superintendent, or support staff member is no longer employed by Contractor, Contractor shall provide City with notice of the termination of the employment relationship and shall consult with City with respect to replacement personnel.
 - 3) Discipline and Removal. Contractor shall at all times enforce strict discipline and good order among its subcontractors and employees and shall not employ or work any unfit person, or anyone not skilled in work assigned to that person. City may require Contractor to permanently remove unfit persons from Project Site. Contractor shall not employ any person whom City may deem incompetent or unfit on the Project except with the prior written consent of City. City may require removal and replacement of any or all construction superintendents or project managers upon ten (10) days' notice to Contractor.
 - 4) Acts or Omissions. Contractor is responsible to City for acts and omissions of Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of Contractor or any of its subcontractors.
 - 5) Identification Badges. The Contractor and its subcontractors, and the employees and the agents of any of them shall comply with City's policies and requirements to obtain, display, and return identification badges at any time while they are present on City's property.
- vi) Contractor's Construction Master Schedule.
- 1) Schedule Required. Within no more than ten (10) days of being awarded the Contract, and before commencing the Work, Contractor shall prepare and submit to City for City's approval a construction master schedule for the Work. The construction schedule shall be in a detailed precedence-style critical path method (CPM) type format, which will include any interim dates that are critical in insuring the timely completion of the Work as provided in the Contract Documents. City shall provide approval or comment on the submitted schedule within seven (7) days. Contractor shall be responsible for amending construction schedule in response to City comments.

- 2) Logic. Schedule shall use retained logic during the development and updating of the schedule. Any function that would cause the retained logic of the logic network to be overridden is prohibited unless approved, in writing and in advance, by the Architect and City.
- 3) Schedule shall include: date of Notice to Proceed, date of Substantial Completion, and date of Final Completion in accordance with Contract Documents.
- 4) Schedule Maintenance. The schedule shall not exceed the Contract Time for the Work. Contractor shall revise and update the schedule at appropriate intervals, no greater than monthly, or as required by City or the conditions of the Work and Project. Should the Contractor fail to meet any scheduled date as shown on the current Construction Progress Schedule, the Contractor shall promptly notify the City, and if requested, be required at its own expense to submit within five (5) days of the request an updated Construction Progress Schedule. If the Contractor's progress indicates to the City that the Work will not be Substantially Completed within the Contract Time, the Architect and City may require the Contractor develop a Recovery Schedule that adequately demonstrates how the Contractor will, at its own expense, increase its work force and/or working hours to bring the actual completion dates of the activities into conformance with the Construction Progress Schedule and Substantial Completion within the Contract Time. Neither the City nor the Architect will, however, be obligated to review the substance or sequence of the Construction Progress Schedule or otherwise determine whether it is correct, appropriate or attainable.
- 5) Submittal Schedule. Contractor shall prepare and keep current, for City's review and acceptance, a schedule of submittals that is coordinated with the construction schedule and allows City and its consultants reasonable time to review submittals and to provide information necessary for procurement and installation of Work for which allowances are provided under the Contract Documents. City may require Contractor to include preparation of Contract submittals as a line item payment in the schedule of values.
- 6) Execution of Schedule. Contractor shall perform the Work in general accordance with the most recent schedules submitted to and accepted by City. Contractor shall indicate in the schedule updates any Work that is not proceeding according to the schedule and shall provide a written plan of action to bring the Work into compliance with the schedule or to otherwise ensure that the Work will be completed within the Contract Time.

vii) Documents and Records.

- 1) Record Documents. Contractor shall update at least weekly, at the Project Site, or at such other location as City may authorize in writing, one legible copy of all Contract Documents annotated with all changes ("Record Documents"), including but not limited to Addenda, RFIs, ASIs, and Change Orders. Contractor shall also maintain on site a complete record and copy of all approved submittals, shop drawings and product samples. Failure to update in a timely manner as required by this section may result in withholding payment by City. Contractor shall keep these documents in good order and available to City's consultants or representatives and all authorities having jurisdiction. Contractor shall coordinate with City's representatives and consultants and shall submit its verified report(s) according to Oregon law or as required by authorities having jurisdiction. The Contractor shall submit the completed and finalized project record to City in accordance with the contract documents prior to Final Acceptance.

- 2) Daily Job Reports. Contractor shall maintain at least one (1) set of reports on the Project prepared by Contractor's employee(s) present on site, and which includes following information: a brief description of all Work performed on that day; a summary of all pertinent events and/or occurrences on that day including records of all tests and inspections; a list of all subcontractor(s) working on that day; a list of each Contractor employee working on that day; the total hours worked for each employee; a complete list of all equipment on the Project that day, whether in use or not; the time Work commenced and ended; weather conditions; accidents or injuries; and Work progress made for that day ("Daily Job Reports"). Contractor shall keep the Daily Job Reports current and in good order and shall make current copies available to City upon request.
- 3) Maintenance of Records after Final Payment. Contractor shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until six (6) years after final payment under this Contract: (a) all Daily Job Reports or other Project records of Contractor's project manager(s), construction superintendent(s), and/or project foreperson(s); (b) all certified payroll records and/or related documents including, without limitation, payroll, payment, timekeeping and tracking documents; (c) all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other data of Contractor, any subcontractor, and/or supplier, including computations and projections related to bidding, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to City. These documents may be duplicative and/or be in addition to any bid documents held in escrow by City.
- 4) Submittals. Contractor shall submit shop drawings, product data, samples and mock ups as required by the Contract Documents that have been verified and coordinated with the requirements of the Work and of the Contract Documents. Contractor shall not perform any portion of the Work until the submittals for that portion have been approved by City.
- 5) Professional Design Services. City will not require Contractor to perform professional services which constitute the practice of architecture, engineering, or surveying unless such services are specifically required by the Contract Documents as a part of the Work or unless Contractor must provide such services in order to carry out Contractor's responsibilities under the Contract. City shall specify performance and design criteria that such professional services must satisfy.
- 6) Ownership of Documents. All copies of Drawings, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by City or generated by Contractor, including those in electronic form, are the property of City.
- 7) Copyright and License. Neither Contractor nor any subcontractor, or material or equipment supplier, will own or claim a copyright in the documents prepared by the City's consultants. City hereby grants Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings and Specifications prepared for the Project in the execution of their Work under the Contract Documents.

- 8) Royalties, Licenses and Copyrights. Contractor shall obtain and pay, when required by law, all royalties and license fees necessary for prosecution of Work before the earlier of the date of the commencement of the Work or the date the license is legally required to continue the Work without interruption. Contractor shall defend suits or claims of infringement of patent, copyright, or other rights and shall hold City, City's consultants, and City's representatives harmless and indemnify them from loss on account of claims for infringement to the extent Contractor knew, or with reasonable diligence should have known, that the use of a specified design, process, or product would constitute infringement.
- 9) Intellectual Property. The review by City or Architect of any method of construction, invention, appliance, process, article, device, or material of any kind is limited to a review for adequacy for the Work and is not approval for use by Contractor in violation of any patent or other rights of any person or entity.

viii) Tests and Inspections.

- 1) Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities.
- 2) Unless otherwise provided, Contractor shall arrange for such tests, inspections, and approvals, and shall bear the associated costs. Contractor shall notify City of scheduled tests and/or inspections and approvals, so that City or its designated representative may be present for such procedures, which presence shall be at City's expense.
- 3) Contractor shall not incorporate any material into the Work that has not satisfied all testing, inspection, or approval requirements of the Contract Documents.
- 4) Contractor shall secure and promptly deliver required certificates of testing, inspection or approval to City, unless otherwise provided by the Contract Documents.
- 5) If testing, inspection, or approval required by the Contract Documents, or otherwise required by City, reveal failure of the Work to comply with requirements of the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation of City's costs, shall be at Contractor's expense.

ix) Work Under the Contract.

- 1) Defective Work. At City's sole option, Contractor shall repair or replace any and all Work, together with any other Work that may be displaced in doing so, that may prove defective in workmanship and/or materials within a one (1) year period from Substantial Completion of the Work without expense whatsoever to City. In the event Contractor fails to commence and diligently pursue such replacements or repairs within ten (10) days after being notified in writing, Contractor hereby acknowledges and agrees that City may correct such defects, without voiding any guarantee or warranty, at Contractor's expense. Payment shall become due upon City's demand, and shall be an obligation secured by Contractor's performance bond.

- 2) Correction of Work. If, in the opinion of City, defective Work creates an exigent or dangerous condition or requires immediate correction or attention to prevent injury to persons or property or to prevent interruption of City operations, City may, upon making a good faith attempt to notify Contractor, proceed to make some or all replacements or repairs as may be reasonably required in the circumstances. The costs of such work will be charged against Contractor and shall become due upon City's demand.
 - 3) Manufacturer's Warranties. The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to City all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by City. Contractor shall obtain and preserve for the benefit of City, manufacturer's warranties on material, fixtures, and equipment incorporated into the Work. Contractor shall furnish City with all guarantee or warranty certificates as indicated in the Specifications or upon City's request.
 - 4) Cutting and Patching. Contractor shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive, or be received by work of other Contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall conform them as City may direct.
 - 5) Alteration of Work by Contractor or Others. Contractor shall not endanger any Work performed by it or anyone else by cutting, excavating, or otherwise altering Work and shall not cut or alter Work of any other Contractor except with consent of City.
 - 6) Cleaning up. Contractor shall keep the Project Site and surrounding area, including public rights of way, free from dust, mud, dirt, or accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, Contractor shall clean the site, streets, and sidewalks and shall remove from the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus materials.
 - 7) Access to Work. Contractor shall provide City and its representatives access to the Work in preparation and progress wherever located.
- x) Allowances.
- 1) Contractor shall include all allowances stated in the Contract Documents in the Contract Total. Unless the Contract Documents provide otherwise, Contractor shall include in the Contract Total, separate from allowances, amounts necessary to cover the cost of materials and equipment delivered at the site and all required taxes, less applicable trade discounts, Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance. City shall adjust the Contract Total through a Change Order whenever costs are more than allowances. City shall provide a Change Order amount that reflects the difference between the actual cost and the allowance.
- xi) Warranty.

- 1) Contractor warrants to City and Architect 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 not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by Architect or City, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- 2) Contractor guarantees all work against defects in material or workmanship for a period of one (1) year from the date of substantial completion.
- 3) If, after 10 days' notice, Contractor fails to proceed to cure any breach of this warranty, City may have the defects corrected and Contractor and its surety shall be liable for all expenses incurred. In case of an emergency, where, in the opinion of City or Architect, delay would cause serious loss or damage, corrective work may be undertaken without advance notice to Contractor; but Contractor and its surety shall remain liable for all expenses incurred. The remedies stated in this subsection are not exclusive, but are cumulative of any other remedies City may have.
- 4) Contractor shall assign, and shall obtain from subcontractors and assign, all manufacturers' warranties to City and all guarantees and warranties of goods supplied under this Contract shall be deemed to run to the benefit of City. Contractor shall provide City with all manufacturers' warranty documentation and operations and maintenance manuals not later than the date of Final Acceptance of the Work by the City.

IV) Subcontractors.

- i) Subcontractor Disclosure. Contractor shall provide City a list of all subcontractors and major suppliers with a name, address, telephone and fax numbers, Oregon license number(s), classification, and monetary value of each subcontract for labor, material, or equipment. If City objects, City shall promptly provide a written notice of objection. Contractor shall not contract with a proposed person or entity to which City reasonably objects or that is ineligible to receive a subcontract under ORS 279C.860, and shall procure a replacement subcontractor that is acceptable to City. City shall provide a Change Order before commencement of substitute subcontractor's Work for the increase or decrease in the Contract Total and Contract Time occasioned by such change, unless the subcontractor is ineligible under ORS 279C.860, and Contractor shall be fully responsible for performance of the substituted subcontractor under the Contract Documents. Contractor shall be solely responsible to determine whether any proposed subcontractor is eligible.
- ii) Pass-Through. Contractor shall require each subcontractor, by written agreement, to be bound to Contractor by terms of this Contract to the extent it applies to the Work performed by subcontractor. Contractor shall provide copies of subcontract agreements upon City's request.
- iii) No Waiver. City's consent or failure to object to any subcontractor does not relieve Contractor of any obligations under this Contract and is not a waiver of any provisions of this Contract. A waiver is not effective unless it is in writing and is signed by the City.

- iv) Substitution and Assignment. Contractor shall not, without City's written consent:
- 1) Substitute any person as a subcontractor in place of the subcontractor designated in the original bid.
 - 2) Permit any Subcontract to be assigned or transferred, or allow any portion of the Work to be performed by anyone other than the subcontractor listed in the original bid; or
 - 3) Sublet or subcontract any portion of the Work in excess of one-half of one percent (1/2 of 1%) of Contractor's total bid as to which his original bid did not designate a subcontractor.
- v) Coordination of Work. Contractor shall coordinate the trades, subcontractors, sub-subcontractors and material or equipment suppliers working on the Project.
- vi) Subcontractor Dispute Resolution. Contractor shall settle any difference between Contractor and its subcontractor(s) or between subcontractors.
- vii) Assignment. Contractor shall include assignment provisions in each subcontract as indicated in the termination provisions set forth in these General Conditions.
- 1) Contingent Assignment of Subcontractors. Contractor shall assign to City each subcontract agreement for a portion of the Work provided that:
 - (A) Assignment is effective only after termination of this Contract by City for cause or stoppage of the Work by City, and only for those subcontract agreements which City accepts in its sole discretion by notifying the subcontractor and Contractor in writing; and
 - (B) Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to this Contract.
 - 2) Upon such assignment, if the Work has been suspended for more than thirty (30) days, City shall equitably adjust subcontractor's compensation for increases in cost resulting from the suspension.
- viii) Prompt Payment of Subcontractors. Contractor shall promptly pay subcontractors as required by the Contract.

V) Construction by City.

- i) Other Contractors. City may let other contractors perform work with its own forces, in connection with the Project. Contractor shall afford other contractors reasonable opportunity for introduction and storage of materials and execution of their work and shall properly coordinate and connect the Work with the work of other contractors. If Contractor claims that delay or additional cost is involved because of such action by City, Contractor shall make such claim in the manner provided in the Contract Documents.
- 1) Contractor shall protect the work of other contractors that it encounters while working on the Project.

- 2) If any part of Contractor's Work depends upon completion of the work of City or others for proper execution, Contractor shall inspect and promptly report to City any discrepancy or defective condition in such work. Contractor's failure to inspect and report will be deemed acceptance of all work of others as fit and proper for reception of Contractor's Work. Contractor is liable for damages for work of others that Contractor failed to inspect, except for defects that were not discoverable and may develop in City's or any other contractor's work after execution of Contractor's Work.
- ii) Mutual Responsibility. Contractor shall reimburse City for costs incurred by City which are payable to a separate contractor because of delays, improperly timed activities or defective construction of Contractor. City shall reimburse Contractor for costs incurred by Contractor because of delays, improperly timed activities, and damage to the Work or defective construction of a separate contractor.
 - iii) City's Right to Clean Up. If a dispute arises among Contractor, separate contractors and City as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, City may clean up and the City shall allocate the cost among those responsible.

VI) Changes in the Work.

i) Change Orders.

- 1) Change Order. A document prepared by the City Representative and signed by the City, the City Representative, the Architect, and the Contractor or assigned designee, stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Total, including all costs, overhead and profit, if any; and (3) the extent of the adjustment in the Contract Time, if any, issued after the effective date of the Agreement.
- 2) A Proposed Change Order (PCO) is a document prepared by the Contractor to seek additional compensation and/or time from the City. The Contractor shall provide a written PCO narrative explaining its reasons for requesting additional compensation or time. The written PCO narrative shall reference all related schedule activities and contract specification sections and drawings directly pertaining to the PCO, include all costs, overhead and profit.
- 3) Change Pricing. In the absence of applicable unit prices or other agreement, the changed work will be priced in accordance with the following provisions:
 - (A) In no case shall the sum of the individual markups applied to a General Contractor's Modification exceed fifteen percent (15%), regardless of the number of Subcontractor tiers involved in performing the Work.
 - (B) The total combined mark-up for a Subcontractor and his lower-tier Subcontractor shall not exceed ten percent (10%). Costs of tax and insurance shall not be marked up.
 - (C) For work perform by a subcontractor, the subcontractor will receive 10% markup for direct costs. The General Contractor shall receive a five percent (5%) of the subcontractor's direct costs for processing.

- (D) For self-performed work by the General Contractor, the markup shall equal fifteen percent (15%) of the direct cost as defined herein.
 - (E) Bonding may be increased a maximum of one percent (1%) provided the Contractor demonstrates to the City a requirement to increase bonding.
 - (F) If the net value of a change results in a credit from the Contractor or subcontractor, the credit shall be the actual net cost, plus five percent (5%) for overhead and profit. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to the change.
- 4) Equipment Costs:
- (A) The allowance for equipment costs (both rental as well as Contractor-owned equipment) shall be based on actual and verified rental company rates. Hourly, daily, weekly, or monthly rates shall be used, whichever is lower. Hourly rates including operator shall not be used. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for determination of applicable rental rates.
 - (B) The actual time to be paid for equipment shall be the time that the equipment is in productive operation on the Work under Contract Modification. In computing the hourly rental of equipment, any time less than thirty (30) minutes shall be considered one-half (1/2) hour. No payment will be made for time while equipment is inoperative due to breakdown, or for non-workdays. In addition, the rental time shall not include the time required to move the equipment to and from the project site. No mobilization or demobilization will be allowed for equipment already on site. If such equipment is not moved by its own power, then loading and transportation costs will be paid in lieu of rental time thereof. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the Project Site in any other way than upon the work directly related to the Contract Modification.
- 5) Small Tools. Individual pieces of equipment having a replacement value of two thousand dollars (\$2,000) or less shall be considered to be small tools or small equipment, and no payment will be made since the costs of these tools and equipment is included as part of the markup for overhead and profit defined herein.
- 6) Labor rates will not be recognized when in excess of the applicable prevailing wage rate pursuant to ORS 279C.800 to 279C.870 or wage established in any applicable collective bargaining agreement, whichever is higher. The costs for all supervision, including general superintendents and foreman, shall be included in the markup defined herein. Working foreman will be considered a direct cost if the individual is on the project site only installing Work under Contract Modification with no other work being performed at the time. A breakdown of the payroll rates for each trade used for Contract Modifications shall be furnished to the City within thirty (30) calendar days of the Contract Notice to Proceed.

- 7) Premium Time Rate. Shall be the difference between the Overtime Hourly Rate and Straight Time Rate per specific trade and classification as more fully defined herein. City will pay taxes on the Premium Time Rate only. The Premium Time Rate shall be paid without overhead and profit calculated against the differential.
 - 8) Material costs directly required for the performance of the Contract Modification. Such costs may include the cost of transportation. If a trade reduction by an actual supplier is available to the Contractor, it shall be credited to the City. If the materials are obtained from a supplier or source owned wholly by or in part by the Contractor, payment thereof will not exceed the current wholesale price for the materials. The term trade reduction includes the concept of cash discounting.
 - 9) Agreement on Change Order. Agreement on any Change Order is a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Total and the construction schedule.
 - 10) Additional Credits. Contractor shall credit all trade discounts, rebates, refunds, and returns from the sale of surplus material to City
 - 11) Cost Accounting Records. Contractor shall provide all cost accounting records to City upon City's request.
- ii) Construction Change Directives. A Construction Change Directive is a written order signed by City, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Total or Contract Time, or both. City may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract, the Contract Total and Contract Time being adjusted accordingly. City and Contractor may use a Construction Change Directive in the absence of total agreement on the terms of a Change Order. Upon receipt of a Construction Change Directive, Contractor shall promptly proceed with the change in Work directed and shall advise City of Contractor's agreement or disagreement with the proposed method, if any, provided in the Construction Change Directive for adjustment in the Contract Total or Contract Time.
- 1) Force Account. When a definite price has not been agreed upon in advance and it is to be paid on a force account basis, City may establish a not-to-exceed budget. Contractor shall submit daily all direct costs necessarily incurred and paid for labor, material, equipment, permit fees, taxes, and increased costs of bonds and insurance related to the Work for approval by City. Contractor shall not exceed the budget unless City specifically authorizes the overrun in writing. City shall pay only for actual costs verified in the field by City on a daily basis. When City and Contractor reach agreement upon the adjustment for price and time, Contractor and City shall prepare and execute an appropriate Change Order.

- 2) Negotiating Changes. If City and Contractor are unable to agree upon change order terms, or if in the opinion of City the Work must proceed before an agreement can be negotiated, City may order Contractor to proceed with the changes, and Contractor shall comply. In such event, Contractor shall keep detailed daily records as to all labor employed in connection with the changes. Contractor's records will itemize costs for labor, materials, equipment rental, and transportation. Contractor shall submit the records for approval to the City. If Contractor fails to keep such records, all such Work will be deemed to have been performed at Contractor's own expense. City and Contractor shall attempt to negotiate fair and reasonable adjustments to the Contract for changes in the Work. Contractor shall submit to City all evidence in support of Contractor's proposals.
- 3) Markup. No fee or other markup of any kind will be applicable to any premium portion of wages, taxes, or related benefits. In the event of addition or deletion of like items in a change order or change directive, the like item quantity will be summed and the unit prices or the percentage fee will be applied to the total.
- 4) Written Authorization Required. In no event shall Contractor proceed with changes in the Work without a written order from City to so proceed. City will be under no obligation to pay for unauthorized extra, additional, or changed Work performed by Contractor without a written Change Order, Construction Change Directive, or other written order to proceed duly authorized and executed by City.
- 5) Minor Changes. Contractor shall promptly carry out minor changes in the Work issued through written order of City's representative, through the authority granted to it by City, not involving adjustment in the Contract Total or extension of the Contract Time, and not inconsistent with the intent of the Contract Documents.

VII) Time.

- i) Time is of the Essence. Time limits stated in the Contract Documents are of the essence of the Contract. Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.
- ii) No Work Without Insurance. Contractor shall not, except by written direction by City, prematurely commence operations on the site or elsewhere prior to the effective date of insurance to be furnished by City and Contractor. The date of commencement of the Work is not changed by the effective date of insurance.
- iii) Notice to Proceed. City shall issue a Notice to Proceed within a reasonable time following the date of execution of this Contract. To the maximum extent permitted by law, Contractor is not entitled to additional compensation as a result of a postponement of the issuance of Notice to Proceed. The Parties acknowledge the sole remedy for the Contractor in such circumstances is an extension of Contract Time to achieve Substantial Completion.

- iv) Working Hours. Contractor shall perform Work during regular working hours as permitted by City. Contractor shall, when required to achieve Substantial Completion within the Contract Time, Work outside of regular working hours such as evenings and/or weekends at no additional cost to City. Contractor shall perform all evening and/or weekend work only upon City's advance approval and in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations.
- v) Delays and Extensions of Time.
- 1) Float and Slack. Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any activity in the schedule. Any float time to activities not on the critical path shall belong to the Project, and may be used by the Project to optimize its construction process. Any float time between the end of the final construction activity and the final completion date shall belong to the City, and may be used by the City in determining if additional contract days are to be awarded for changes in the contract or for delays to the contract caused by the City. The Contractor will not be entitled to any adjustment in the Contract Time, the Construction Schedule, or the Contract Total, or to any additional payment of any sort by reason of the City's use of float time between the end of the final construction activity and the final completion date or by reason of the loss or use of any float time, including time between the Contractor's anticipated completion date and end of the Contract Time, whether or not the float time is described as such on the Construction Progress Schedule.
 - 2) Adverse Weather. Contract Time is determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located during any given month as published by the National Oceanic and Atmospheric Administration (NOAA) and averaged over the past 10 years. Contractor may request a time extension for adverse weather if it causes delays that unreasonably increase the labor required to complete the scheduled tasks on the day affected by adverse weather not reasonably anticipated. Contractor shall not be allowed an increase in Contract Total for the delay. Contractor shall work additional days if necessary at no cost to City, irrespective of adverse weather, to maintain access and the Contract Schedule, and to protect the Work from the effects of Adverse Weather.
 - 3) Extensions of Time. Extensions of Contract Time will be permitted for a delay only to the extent the delay: (1) is not caused or could not have been anticipated by the Contractor; (2) could not be limited or avoided by the Contractor's timely notice to the City of the delay or reasonable likelihood that a delay will occur; and (3) is of a duration not less than one day.. Such occurrences may include industry-wide labor dispute, fire, unavoidable casualties, adverse weather conditions not reasonably anticipated, or other occurrences that City determines may justify delay. Any extension the City grants will be net of any delays caused by or due to the fault or negligence of Contractor, and net of any contingency or "float" allowance included in the Progress Schedule. Contractor will not be allowed an increase in Contract Total for an extension of Contract Time. The Contractor shall be deemed to have control over the supply of labor, materials, equipment, methods, techniques and over the Contractor's subcontractors and suppliers.

- 4) Requests for Extension. Contractor shall submit requests for extension of time in writing and shall include (a) the duration of the activity relating to changes in the Work and the resources, including manpower, equipment, and material, required to perform the activities within the stated duration; (b) specific logical ties to the Contract Schedule for the proposed change showing the activities that are affected by the change and/or delay; and (c) recovery schedule.

VIII) Protection of Persons, Property, and the Environment

- i) Safety Program. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with performance of the Contract. Contractor is solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work, including the property of third-parties and real and personal property outside the Project area. This requirement will apply continuously and is not limited to normal working hours.
- ii) City's Policies. This Contract and all individual contracts and purchase orders incorporate by this reference City's safety policies current as of the date of commencement of Work, which have been or will be made available to Contractor.
- iii) Subcontractor Safety. Contractor shall review with all subcontractors the methods, materials, tools, and equipment to be used to verify their compliance with all safety standards and laws and Contractor shall comply with them, to ensure safe, hazard-free conditions for all persons visiting or working on the entire Project Site and City's adjoining facilities. Contractor shall implement and maintain a safety program that is specifically adapted for the Project and complies with all applicable requirements of Oregon OSHA. Contractor shall furnish a copy of the safety program to City before commencing Work.
- iv) MSDS Sheets. Contractor shall provide Material Safety Data Sheets to City for all chemicals used on the Project Site as required by law.
- v) Safety Coordinator. Contractor shall designate a responsible member of its organization on the Project, whose duty is to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. Contractor shall report the name and position of person so designated to City.
- vi) Correction of Unsafe Conditions. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Contractor shall correct violations promptly upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health.
- vii) Personal Protection Equipment. Contractor's personnel and all workers shall wear personal protective equipment at all times. Contractor shall maintain supplies of protective equipment sufficient to properly equip all employees and visitors.
- viii) Safety Devices. Contractor shall take, and require subcontractors to take, all reasonably necessary precautions for safety of workers on the Project. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of the Work.

- ix) Barricades and Signage. Contractor shall post necessary warning signs and barricades to ensure the safety of all occupants. Contractor shall not display any signs not required by law or the Contract Documents without City's prior written approval.
- x) Labeling of Containers. Contractor shall ensure proper labeling of substances on the Project Site.
- xi) Storage. Contractor shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of City, and shall not interfere with the Work or unreasonably encumber the Project Site or overload any structure with materials. Contractor shall enforce all instructions of City regarding signs, advertising, fires, and smoking, and require that all workers comply with all regulations while on Project Site
- xii) Protection of Work. Contractor shall protect the Work, including stored materials and equipment, from all damage or harm, including damage from heat, cold, rain, snow, wind, flooding, and dampness. Contractor shall provide and maintain temporary roofs, window and door coverings, enclosures, or other construction reasonably required to protect the Work at all times during the course of construction. Contractor shall take all additional steps reasonably necessary, or as directed by City, to protect the Project, the Site, and the Work from damage associated with anticipated extreme weather events. Contractor shall not be entitled to additional payment or time to the extent its costs or delays would have been avoided if Contractor had complied.
- xiii) Protection of Existing Structures. Contractor shall protect existing structures, walks, curbs, pavements, roads, trees, landscaping, survey markers, monuments, or other devices marking property boundaries or corners, and/or improvements in working areas, utilities, and adjoining property (including, without limitation, protection from settlement or loss of lateral support). Contractor shall replace same at his expense with same kind, quality, and size of Work or item if temporary removal is necessary, or damage occurs due to the Work.
- xiv) Water Quality. Contractor shall comply with all applicable water quality laws and regulations, including permitting, monitoring, and reporting of storm water discharge applicable to the Work, at no additional cost to City. Contractor shall indemnify and hold City harmless from loss, cost, or liability arising out of Contractor's violation of such laws or regulations.
- xv) Neighborhood Impacts. Contractor shall take all reasonable precautions to protect neighborhood property from damage or nuisance associated with the Work. Contractor shall promptly respond to complaints by neighbors or authorities concerning impacts to neighboring properties and public facilities and shall be solely responsible for cleaning, repair, or replacement of property soiled or damaged by Contractor's operations and settlement of claims or demands of neighbors associated with conduct of its personnel.
- xvi) Housekeeping. Contractor shall maintain good housekeeping practices to reduce the risk of fire damage and shall make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed or where there is an increased risk of fire.

xvii) Security and Site Access. Contractor shall ensure that all existing or operating systems, utilities, existing on-site services and access avenues are on and in operating condition before leaving the Project Site each day. If any system, utility, or access avenue is not operable, Contractor shall notify City before Contractor leaves the Project Site that day.

IX) Hazardous Materials.

- i) With respect to Hazardous Materials to be used during the course of the Work, the Contractor will implement and enforce a program to inventory and properly store and secure all Hazardous Materials that may be used or present on the Project site, maintain available for inspection at the Project site all material safety data sheets, and comply with all regulations required by law for the storage, use, and disposal of Hazardous Materials. The program must provide for notification of all personnel of potential chemical hazards. Review of these hazards must be included in the Contractor's safety training program. The Contractor shall submit to the City a list of all Hazardous Materials to be brought by the Contractor or its Subcontractors onto the City's property, including the purpose for their use on the Project.
- ii) In the event of a release or discovery of a preexisting release of Hazardous Materials, or if it is foreseeable that injury or death to persons may occur because of any material or substance (including without limitation Hazardous Materials) encountered on the Project site, the Contractor shall immediately (a) stop the Work or the portion of the Work affected; (b) notify the City orally and in writing; and (c) protect against exposure of persons to the Hazardous Materials. The Contractor shall provide all written warnings, notices, reports, or postings required at law or by contract for the existence, use, release, or discovery of Hazardous Materials.
- iii) With respect to any Hazardous Materials or other material or substance reported to the City under the above that was not introduced to the Project site by the Contractor or its Subcontractors of any tier, the City shall obtain the services of a qualified environmental consultant to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify it to be rendered harmless. Unless otherwise required by the Contract Documents, the City shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the City in writing stating whether or not either has reasonable objection to the persons or entities proposed by the City. If either the Contractor or Architect has an objection to a person or entity proposed by the City, the City shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the City and Contractor. By Change Order, the Contract Time may, subject to agreement by the City and the Contractor, be extended appropriately and the Contract Total shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in the Contract.

- iv) With respect to any Hazardous Materials or other material or substance reported to the City under the above that was introduced to the Project site by the Contractor or its Subcontractors of any tier, the Contractor shall be responsible to carry out the duties of (a) proposing to the City and the Architect a qualified environmental consultant; (b) obtaining and paying for the services of the environmental consultant; and (c) verifying that the material is rendered harmless, as otherwise set forth in the above. The Contractor will not be entitled to an increase in the Contract Total if the Contractor or its Subcontractors of any tier are responsible for the condition requiring the testing of the material and the stoppage of the Work. Remediation work must be conducted by properly qualified contractors approved in advance by the City. Generally, the City may at its option contract directly with environmental consultants, and remediation contractors, regardless of whether the work will be performed at the Contractor's expense.
- v) To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the City shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and the agents and employees of the Contractor, Subcontractors, Architect, and Architect's consultants from and against claims, damages, losses and expenses, including without limitation attorney fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance was not introduced to the Project site by the Contractor or its Subcontractors of any tier, presents the risk of bodily injury or death, and has not been rendered harmless. No indemnification provided by the City under this Section will be required to indemnify the Contractor, Subcontractors, or their employees or agents to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by the Contractor's own negligence, but will require indemnity to the extent of the fault of the City or its agents or representatives.
- vi) To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, the City's Representatives, and the employees of the City from and against claims, damages, losses, and expenses, including without limitation attorney fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance was introduced to the Project site by the Contractor or its Subcontractors of any tier, presents the risk of bodily injury or death, and has not been rendered harmless. No indemnification provided by the Contractor under this Section will be required to indemnify the City or its agents or representatives to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by the City's own negligence, but will require indemnity to the extent of the fault of the City or its agents or representatives.
- vii) Hazardous Materials are any substance defined or designated as being radioactive, infectious, hazardous, dangerous, or toxic by any federal, state, or local statute, regulation, or ordinance presently in effect or subsequently enacted. For purposes of Article 9, the term "introduce" means the physical placement or transportation of Hazardous Materials in or on the Project site regardless of whether the Hazardous Material was specified, required, or otherwise addressed in the Contract Documents.

X) Insurance and Bonds.

- i) Contractor's Insurance. Contractor shall procure, prior to commencement of Work, and maintain for the duration of this Contract, or such longer time as may be provided, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees and subcontractors as set forth in the Contract Documents. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Contract, will not be deemed limited in any way to the insurance coverage required herein. Maintenance of insurance coverage is a material requirement of this Contract and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Contract, as required or when requested, may be treated as a material breach.
 - 1) Workers' Compensation and Employers' Liability Insurance. Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to 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, if any, complies with these requirements (ORS 279B.230(2)). Unless otherwise exempt, Contractor shall provide the City with certification of Workers' Compensation Insurance and shall maintain Employers' Liability Insurance with limits not less than \$2,000,000 for each accident, \$1,000,000 for disease each employee and \$1,000,000 each policy limit.
- ii) Performance Bond and Payment Bond. Contractor shall provide a performance bond and a payment bond as required by the Contract prior to start of Work.

XI) Uncovering and Correction of Work.

- i) Uncovering of Work. If a portion of the Work is covered without Project Inspector and/or Architect approval or not in compliance with the Contract Documents, Contractor shall, if required in writing by City, Project Inspector, or Architect, uncover the Work for observation and replace it at Contractor's expense without change in Contract Total or Contract Time.
- ii) Correction of Work. Contractor shall, at its own expense, promptly correct Work that is rejected by City, Architect, or any governmental authority or otherwise fails to conform to the requirements of the Contract Documents, regardless of when it is discovered and regardless of whether the Work is fabricated, installed or completed. Contractor shall pay for all additional testing, inspection, or other compensation including City and Architect's additional services required for the correction of Work.
- iii) Correction of Work after Substantial Completion. If, after Substantial Completion, any Work is not in accordance with the requirements of the Contract Documents, City shall provide Contractor with written notice to correct the Work promptly after discovery of the condition. Contractor shall correct the nonconforming Work within a reasonable time after receipt of notice.

XII) Rights and Remedies.

- i) No Waiver. The duties and obligations imposed by the Contract Documents and rights and remedies available are in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by any party shall constitute a waiver of a right or duty afforded the party under this Contract, nor does any act or omission constitute approval of or acquiescence in a breach, except as may be specifically agreed in writing.

- ii) Independent Contractor.
 - 1) Contractor is engaged as an independent Contractor. Although City reserves the right: (a) to determine (and modify) the delivery schedule for the Work; and (b) to evaluate the quality of the completed performance, City cannot and will not control the means or manner of Contractor's performance, nor provide any tools or equipment for the performance of the Work, except as provided elsewhere in this Contract. Contractor shall determine the appropriate means and manner of performing the Work.
 - 2) Contractor is wholly responsible for the manner in which it and its subcontractors perform the Work required of it by the Contract Documents. City may monitor Contractor's activities to determine compliance with the terms of this Contract.
 - 3) Contractor shall pay all federal, state and local taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, City shall not withhold from such compensation or payments any amount(s) to cover Contractor's tax obligations.
 - 4) Contractor is not an employee of the federal government or the State of Oregon.
 - 5) Contractor is not a contributing member of the Public Employees Retirement System.
 - 6) Neither Contractor, nor any of Contractor's subcontractors, agents or employees are "officers," "employees," or "agents" of City or any of City's employees or agents, as those terms are used in ORS 30.265. Contractor bears exclusive responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its subcontractors, agents, and its employees are not entitled to any rights or privileges of City employees.

XIII) Compliance With Laws.

- i) Contractor shall comply with all laws, codes, regulations, and applicable requirements imposed by governmental authorities having jurisdiction over the Work, including but not limited to, environmental, zoning, building code, public contracting, and other related laws.

- ii) Environmental Mitigation. Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the environmental protections laws of the State of Oregon.

- iii) Work Performed Illegally. Contractor will bear all costs arising from Work performed that it knew, or through exercise of reasonable care should have known, was contrary to any applicable laws, ordinance, rules, or regulations.
- iv) Prior Approvals. Contractor shall obtain approval of material, processes, or procedures by the Oregon state agencies or other body or agency where required by the Specifications or Drawings.

XIV) Claims and Disputes.

- i) Claim. A Claim is a demand or assertion by a party seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. Claim includes other disputes and matters in question between City and Contractor arising out of or relating to the Contract. Parties will initiate Claims only by written notice. The party making the Claim is responsible for substantiating the Claim.
- ii) Time to Initiate Claim. The party making a Claim shall initiate the Claim within fourteen (14) days after the occurrence of the event giving rise to such Claim or within fourteen (14) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. The party making the Claim shall submit written notice to the other party that identifies the known bases for each Claim and the nature and amount of relief sought.
- iii) Written Notice of Claim. If Contractor claims that any instructions issued after the effective date of this Contract, by Drawings or otherwise, involve extra costs, Contractor will be entitled to reimbursement for such extra costs only to the extent Contractor so notifies City in writing before proceeding to execute the affected Work and within five (5) days after receipt of such instructions. Claims and demands for any other cause, whatsoever, by Contractor against City must be served in writing upon City within five (5) days from the occurrence of the cause giving rise to the claim. Timely compliance with the written claim requirements of this Contract is a condition precedent to Contractor's right to payment on account of any claim and failure to provide such written claim or demand or notice will constitute a waiver of such claim.
- iv) No Work Stoppage. Contractor shall proceed diligently with performance of this Contract and City shall continue to make payments in accordance with the Contract Documents pending final resolution of a Claim, except as otherwise agreed in writing or provided for in this Contract.
- v) Differing Site Conditions. A party shall give notice to the other party promptly, and in no event later than five (5) days after first observation, before conditions encountered at the site are disturbed that are: (a) subsurface or otherwise concealed physical conditions that differ materially from those indicated on the Contract Documents; or (b) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents. The parties shall promptly investigate such conditions, and if they differ materially and cause an increase or decrease in the cost of or time required for performance of any part of the Work, City will propose an equitable adjustment in the Contract Total, Contract Time, or both. If City does not find that the conditions differ materially and cause an increase or decrease in the cost of or time required for performance of any part of the Work, City will notify Contractor in writing. If Contractor disputes City's determination, Contractor shall proceed with the Work and may initiate a Claim no later than twenty one (21) days after receiving notice of the decision.

- vi) Claim for Additional Cost. Contractor shall file a Claim for additional cost under this section if Contractor believes additional cost is involved for reasons including: (a) City's written interpretation of the Contract Documents; (b) City's order to stop Work where Contractor is not at fault; (c) written order for a minor change in Work issued by City's consultant or representative; (d) failure of payment by City; (e) termination of Contract by City; (f) City's suspension; or (g) other reasonable grounds.
- vii) Claim for Delay. If Contractor wishes to make a Claim for a delay, written notice shall be given within fourteen (14) calendar days of the occurrence of the event giving rise to the delay. Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Contractor will not be entitled to additional Contract Time for delays that do not affect the critical path of the Work.
- viii) Claim for Additional Time (Adverse Weather). If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. Contractor shall not be entitled to additional compensation for delays caused by adverse weather conditions or any causes beyond City's control. If the Oregon Office of Emergency Management orders Contractor to halt the Work for reasons beyond Contractor's control and that were not reasonably anticipated, the Contract Time shall be equitably extended by Change Order, but only on condition that Contractor provides City with written notice of the delay in accordance with the notice requirements of this Contract.
- ix) Claim for Injury or Damage to Person or Property. If any person suffers physical injury or property damage arising from the Work, regardless of the cause, the party shall immediately give notice of such injury or damage, whether or not insured, to City and Contractor with sufficient detail to enable City and any other party affected to investigate the matter.
- x) Acceptance of Claim. Upon timely receipt of a properly completed Claim and all documentation and/or evidence necessary to substantiate the Claim, City shall evaluate the Claim and provide Contractor with its written decision either accepting the Claim (in whole or in part) or rejecting the Claim (in whole or in part) within twenty (20) days. Should City reject the Claim in whole or in part, City shall generally explain the reasons for such rejection.
- xi) Mediation. Contractor and City agree that any dispute that may arise under the Contract will be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to commencement of arbitration or litigation. This provision shall be specifically enforceable in any arbitral or judicial proceeding through stay or abatement of the proceeding upon petition of a party. Mediation shall be conducted in Portland, Oregon, and the mediation fee and expenses shall be shared equally by the parties who agree to exercise their best efforts in good faith to resolve all disputes in mediation.

XV) Termination or Suspension by Contractor.

- i) Termination by Contractor for Work Stoppage. Contractor may terminate this Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of Contractor, subcontractor, or sub subcontractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with Contractor, for any of the following reasons: (a) issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped; (b) an act of government, such as a declaration of a national emergency which requires all Work to be stopped; (c) because the Architect has not issued a Certificate of Payment and has not notified Contractor of the reason for withholding certification, or because City has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or (d) City failed to furnish to Contractor reasonable evidence that financial arrangements have been made to fulfill City's obligations under this Contract.
- ii) Termination by Contractor for Work Interruption. Contractor may terminate this Contract if, through no act or fault of Contractor, subcontractor, or sub subcontractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with Contractor, repeated suspensions, delays or interruptions of the entire Work by City constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365 day period, whichever is less, or if Work is stopped for a period of sixty (60) consecutive days.
- iii) Compensation. Contractor may recover from City payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery including reasonable profit and overhead if it provides seven (7) days' written notice to Architect and City prior to termination for the reasons set forth above.

XVI) Termination or Suspension by City.

- i) Termination by City for Cause. City may terminate Contract and/or terminate Contractor's right to perform the Work of this Contract without prejudice to any other rights or remedies by providing seven (7) days' written notice to Contractor and Contractor's surety if Contractor:
 - 1) refuses or fails to execute the Work or any separable part with sufficient diligence to ensure its completion within the time specified or any extension;
 - 2) persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - 3) fails to make payment to subcontractors in accordance with respective agreements;
 - 4) persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
 - 5) files a petition for relief as a debtor, or a petition is filed against Contractor without its consent, and the petition is not dismissed within sixty (60) days;
 - 6) makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or

- 7) is otherwise guilty of a substantial breach of a provision of the Contract Documents or fails to observe the training, safety, and other precautions including City's policies and Contractor's own safety policies for the Project.
- ii) City's Right to Take Possession. Upon termination for cause, City may take possession of the site and of all materials, equipment, tools, and construction equipment and machinery on the site owned by Contractor, accept assignment of subcontracts, and finish the Work by whatever reasonable method City may deem expedient. Upon request, City shall provide Contractor a detailed accounting of the costs incurred in finishing the Work.
- iii) Compensation. Contractor will not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Total exceeds City's costs to finishing the Work, including compensation for City's consultants and representatives for services made necessary by Contractor's default, and other damages incurred by City which have not been expressly waived, City shall pay the excess to Contractor. If City's costs and damages exceed the unpaid balance, Contractor shall pay the difference to City.
- iv) Suspension for Convenience. City may, without cause, order Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as City may determine. City shall adjust Contract Total and Contract Time for increases in the cost (including profit) and time caused by the suspension, delay, or interruption referenced in Section 16.3.1, so long as the performance would not have been suspended, delayed, or interrupted by another cause for which Contractor is responsible and City has not already made or denied another equitable adjustment under another provision of this Contract for the suspension, delay, or interruption.
- v) Termination for Convenience. City may terminate all or part of this Contract for City's convenience at any time and without cause. Contractor shall, upon written notice of such termination, cease operations as directed by City, take actions necessary to protect and preserve the Work, and terminate all existing subcontracts and purchase orders that are not required to perform the Work up to the effective date of termination and the portion of Work not terminated, and enter into no further subcontracts or purchase orders for the portion of this Contract that was terminated. City shall pay Contractor for Work executed and costs reasonably incurred by reason of such termination, along with reasonable overhead and profit on the Work completed. City will not pay profit or overhead allocable to Work which is not performed at the time of termination. If the City terminates Contractor for cause and a court or other tribunal finds that City did not have cause to terminate Contractor, then the court or other tribunal will deem the City's termination a termination for convenience under this section.

XVII) Payments and Completion

- i) Contract Total. The Contract Total is stated in the Contract, and including authorized adjustments, is the total amount payable by City to Contractor for performance of Work under the Contract Documents.

- ii) Schedule of Values. Prior to submission of the first Application for Payment, Contractor shall submit a preliminary schedule of values for all of the Work, including quantities and prices of items aggregating the Contract Total and subdividing the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Contractor shall include, at a minimum: (a) overhead and profit; (b) supervision; (c) general conditions; (d) layout; (e) mobilization; (f) scheduling; (g) submittals; (h) bonds and insurance; (i) close-out documentation; (j) demolition; (k) installation; (l) rough-in; (m) finishes; (n) testing; and (o) punch list and acceptance ("Schedule of Values").
- iii) Applications for Payment. Contractor shall submit an itemized and notarized application for payment for operations completed in accordance with the Schedule of Values and reflecting applicable retainage ("Application for Payment"). Applications for Payment shall be prepared using forms provided by the City. Contractor shall submit data substantiating Contractor's right to payment where required, such as copies of requisitions from subcontractors and material suppliers, Construction Change Directives, Change Orders, and/or force account information. Contractor shall provide:
- 1) The amount paid to the date of the Application for Payment to Contractor, all its subcontractors, and all others furnishing labor, material, or equipment for this Contract;
 - 2) The amount being requested by Contractor on its own behalf and separately stating the amount requested on behalf of each of the subcontractors and all others furnishing labor, material, or equipment for this Contract;
 - 3) The balance that is due to each of such entities after payment is made;
 - 4) Certification that the Record Documents are current;
 - 5) Itemized breakdown of Work done for the purpose of requesting partial payment;
 - 6) Updated construction schedule;
 - 7) Additions and subtractions from the Contract Total and Contract Time;
 - 8) Total of retainage held;
 - 9) Material invoices, evidence of equipment purchases, rentals, and other support City may request;
 - 10) Percentage complete of Contractor's Work by line item;
 - 11) A Schedule of Values updated from the preceding Application for Payment; and
 - 12) Contractors' Certified Payroll.

- iv) Waivers and Releases. Contractor shall submit conditional waivers and releases upon progress payment from Contractor and each subcontractor of any tier and supplier to be paid from current progress payment along with an unconditional waiver and release upon progress payment from Contractor and each subcontractor of any tier that received payment from the previous progress payment. Contractor shall certify as follows: "Contractor warrants title to all Work performed and materials purchased as of the date of the payment application; and Contractor warrants that all Work performed and materials purchased as of the date of the payment application are free and clear of liens, claims, security interests, or encumbrances in favor of any persons or entities making a claim by reason of having provided labor, materials, or equipment relating to the Work, except those of which City has been informed."
- v) False Claims. Contractor is subject to the False Claims Act set forth under ORS Chapter 180 for information provided with any Application for Payment.
- vi) Certificates for Payment.
 - 1) City shall review the Contractor's Application for Payment within a reasonable time after receipt not to exceed seven (7) days for the purpose of determining that it is properly submitted. City shall either return the Application for Payment to Contractor with a document setting forth the reasons why the Application for Payment is not proper, or shall issue a Certificate for Payment for the amounts properly due.
 - 2) City's issuance of a Certificate for Payment is a representation by City, based upon City's evaluation of the Work and the data comprising the Application for Payment, that Contractor is entitled to payment in the amount certified because the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. City's approval of the certified Application for Payment is based on Contractor complying with all requirements for a fully complete and valid certified Application for Payment.
- vii) Decisions to Withhold Certification.
 - 1) City shall notify Contractor in writing if any amounts are not due, and the reasons for withholding certification in whole or in part. If Contractor and City cannot agree on a revised amount, City shall promptly issue a Certificate for Payment for the amount for which City determines that Contractor is entitled to payment. City may withhold Certificate for Payment or nullify the whole or part of a Certificate for Payment previously issued, to such extent as may be reasonably necessary to protect City from loss for which Contractor is responsible, including loss resulting from acts and omissions because of defective Work not remedied, third party claims filed or reasonable evidence indicating probable filing of such claim unless security acceptable to City is provided by Contractor, failure of Contractor to make payments properly to subcontractors or for labor, materials, or equipment, reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Total, damage to City or another contractor, reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, persistent failure to carry out the Work in accordance with the Contract Documents, or failure to maintain Record Documents.
 - 2) Contractor shall not receive any interest on any retainage or amounts withheld due to the failure of Contractor to perform in accordance with the Contract Documents.

- 3) City may apply any withheld amount to pay outstanding claims or obligations on behalf of Contractor, without prior judicial determination of the claim or obligation. If any payment is made by City, that amount is deemed a payment made under this Contract by City to Contractor.
- 4) City shall promptly issue a Certificate for Payment for amounts previously withheld when the reasons for withholding certification are removed.

viii) Progress Payments.

- 1) City shall make payment in the manner and within the time provided in the Contract Documents. City may withhold the portion of any progress payment for which certified payroll statements have not been received until such certified statements are submitted.
- 2) Contractor shall promptly pay each subcontractor, upon receipt of payment from City, out of the amount City paid to Contractor on account of each subcontractor's portion of the Work. Contractor shall, by written agreement, require each subcontractor to make payments to sub-subcontractors in a similar manner.
- 3) City may issue joint checks made payable to Contractor, subcontractor(s) and material or equipment suppliers. Joint check payees are responsible for the allocation and disbursement of funds included as part of any such joint check payment. Joint check payment does not create a contract, rights, or obligations between City and any subcontractor or material or equipment supplier.
- 4) Certificate for Payment, progress payment, or partial or entire use or occupancy of the Project does not constitute acceptance of Work not in accordance with the Contract Documents.

ix) Substantial Completion.

- 1) Substantial Completion. Substantial completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that City can occupy or utilize the Work for its intended purpose.
- 2) Punch List. When Contractor considers the Work or a designated portion of the Work to be substantially complete, Contractor shall prepare and submit to City a comprehensive list of items to be completed or corrected prior to final payment ("Punch List"). The Punch List does not alter Contractor's responsibility to complete the Work in accordance with the Contract Documents.
- 3) Certificate of Substantial Completion. Upon receipt of Contractor's Punch List, City shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If City determines that the Work is not substantially complete, City shall notify Contractor of any Work to be completed in accordance with the Contract Documents before the Work or designated portion can be certified as such, and Contractor shall complete all such items. Upon determining that the Work or designated portion thereof is substantially complete, City and Contractor shall execute a Certificate of Substantial Completion.
- 4) Commencement of Warranty. Contractor's general and special warranties shall be effective as of the date that the Work is deemed finally complete.

- 5) Close-Out Documentation. Contractor shall assemble for City's approval within thirty (30) days of Substantial Completion all close-out documentation as required by the Contract Documents, including the required number of copies of operating, maintenance, and warranty data from all manufacturers whose equipment is installed in the Work, and Record Documents of the Work.
- x) Final Completion.
- 1) The Work will be deemed finally complete when all conditions set out in the Contract Documents are satisfied and City accepts such Work. Final completion is achieved when all punchlist work is complete, all close-out documentation has been received, all final testing, equipment calibration and training have been completed, and the Contractor is entitled to Final Payment. Unless special circumstances exist that are defined at the time of Punch List creation, Contractor shall achieve Final Completion within 45 days of Substantial Completion.
 - 2) Final Inspection. When Contractor considers all of the Punch List Work to be complete, Contractor shall notify City which shall inspect such Work.
 - 3) Final Application for Payment. If City finds the Punch List Work complete and acceptable under the Contract Documents, City shall notify Contractor, who shall then submit its Final Application for Payment.
 - 4) Payment of Retainage. City shall make payment of retainage applying to such Work or designated portion thereof after receiving all Close Out Documentation, an affidavit that bills for indebtedness connected with the Work for which City's property might be encumbered have been satisfied; a certificate to indicate that insurance required by the Contract Documents shall remain in force after final payment is in effect and will not be cancelled or expire until thirty (30) days' prior written notice is given to City and that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; the consent of surety to final payment; and valid waivers of all construction lien claims, bond claims, and other claims by Contractor and each subcontractor in a form acceptable to City.
 - 5) Bond in Lieu of Waiver. If a subcontractor refuses to furnish a release or waiver required by City, Contractor may furnish a bond satisfactory to City to indemnify City against such lien. If such lien remains unsatisfied after payments are made, Contractor shall refund to City all money that City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
 - 6) Delay in Final Completion. City shall make payment of the balance due for any portion of the Work fully completed and accepted if final completion is materially delayed through no fault of Contractor or by issuance of Change Orders affecting final completion. In the event that final completion is not accomplished within thirty (30) days after the date of Substantial Completion due to any fault of Contractor, City may withhold from the final payment 150 percent of the reasonable cost to complete the unfinished Work and to attain final completion. In the event Contractor fails to complete the Work necessary to attain final completion after forty five (45) days from Substantial Completion, City may, without waiving other remedies it may have, complete the Work and deduct the actual cost thereof from the funds withheld.

- 7) Contractor's Waiver of Claims. Contractor's acceptance of final payment constitutes a waiver of claims except those previously made in writing and identified by Contractor as unsettled at the time of final Application for Payment.

XVIII) Indemnity and Liability.

- i) To the fullest extent permitted by Oregon law, Contractor shall indemnify, defend with legal counsel reasonably acceptable to City, and hold harmless City and its consultants and separate contractors, and their respective council members, board members, officers, representatives, agents, trustees, volunteers, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by Contractor, its subcontractors, vendors, or suppliers, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefrom, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or to any extent that would render these provisions void or unenforceable. This agreement and obligation of Contractor will not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms.
- ii) Contractor shall fully indemnify, defend, and hold harmless City, and each person, entity, firm, or agency that owns or has any interest in adjacent property in any action arising out of any agreement between Contractor and adjacent property owners that is made for the purpose of entering upon the adjacent property to perform the Work. Contractor shall obtain City's approval of the form and content of the agreement prior to the commencement of any Work on or about the adjacent property.
- iii) Severability of Indemnity Provisions. Contractor shall give prompt notice to City in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if Contractor's agreement to indemnify, defend, and hold harmless the Indemnitees as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees will to any extent be or be determined to be void or unenforceable, it is the intention of the parties that these circumstances will not otherwise affect the validity or enforceability of Contractor's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, Contractor shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.

- iv) In any and all claims against any of the Indemnitees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, Contractor's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts, unless it is limited by ORS 30.140.
- v) Contractor's defense and indemnification obligations survive the completion of Work, including any warranty period and/or termination of this Contract.

XIX) Security

- i) Security. Contractor shall not use or disturb City's property, materials or documents except for the purpose of responding to City's request for proposal or invitation to bid or pursuant to completion of the Work under this Contract. Contractor shall treat all documents as confidential and shall not disclose such documents without approval from City. Any unauthorized disclosure of documents or removal of City property will be deemed a substantial breach of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to, attorneys' fees, resulting from any action or suit brought against City as a result of Contractor's willful or negligent release of information, documents, or property contained in or on City property. City hereby deems all information, documents, and property contained in or on City property privileged and confidential.
- ii) Employee Removal. At City's request, Contractor shall immediately remove any employee from all City properties in cases where City determines in its sole discretion that removal of that employee is in City's best interests.

XX) Miscellaneous Provisions.

- i) Non-Appropriation; Adequate Funding. City shall, at Contractor's written request, prior to commencement of Work, provide Contractor with reasonable evidence that financial arrangements have been made to fulfill City's obligations under the Contract. If payment for Work under this Contract extends into City's next fiscal year, City's obligation to pay for such Work is subject to approval of future city council appropriations to fund this Contract. Continuation of this Contract at specified levels is specifically conditioned on adequate funding under City's budget adopted in June of each year. City may adjust the Work provided for in this Contract in accordance with funding levels adopted by the City Council.
- ii) Law and Venue. Any dispute under this Contract or related to this Contract is governed by all provisions of the Oregon Constitution and laws of Oregon governing, controlling, or affecting City, or the property, funds, operations, or powers of City, which are incorporated herein by reference. This Contract is deemed to include any provision that the law requires to be included. Any litigation arising out of this Contract shall be conducted in in the Circuit Court for Washington County, Oregon. The Contractor consents to the personal jurisdiction of this court.

- iii) Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected, and the rights and obligations of the parties are construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.
- iv) No Waiver. The failure of City in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred is not a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by City, Architect, or Construction Manager waives any right or duty afforded City under this Contract, nor does action or failure to act constitute an approval of or acquiescence in any breach, except as specifically agreed in writing.
- v) Non-discrimination. Contractor shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability.
- vi) No Third Party Beneficiaries. City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third persons unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract. The Contract Documents shall not be construed to create a contractual relationship of any kind: (a) between Contractor and City's representatives or consultants, (b) between City and a subcontractor or a sub-subcontractor, (c) between City and a supplier; or (d) between any persons or entities other than City and Contractor.
- vii) Media Contacts. Contractor shall issue no news release, press release, or other statement to members of the news media or any other publication regarding this Agreement or the Project within one (1) year of Project completion without City's prior written authorization. Contractor shall not post or publish any textual or visual representations of the Project without approval of City.
- viii) Successors in Interest. This Contract will bind, and inure to the benefit of, the parties, their successors, and approved assigns, if any.
 - 1) Contractor shall not assign all or any part of this Contract including, without limitation, any services or money to become due under this Contract without the prior written consent of City. Assignment without City's prior written consent is null and void. Any assignment of money due or to become due under this Contract is subject to a prior lien for services rendered or material supplied for performance of Work called for under this Contract in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to Oregon law, and is also subject to deductions for liquidated damages or withholding of payments as determined by City in accordance with this Contract. Contractor shall not assign or transfer in any manner to a subcontractor or supplier the right to prosecute or maintain an action against City.
 - 2) Contractor shall first notify City prior to any change in the name or legal nature of Contractor's entity. City shall determine if Contractor's intended change is permissible while performing this Contract.
- ix) Liquidated Damages.

1) Failure to complete the Project by the specified time will result in damages to the City. The parties to this contract agree that establishing the exact amount of damages the City will incur will be difficult. In order to compensate the City, the parties to this contract have estimated the amount the City would be damaged for every calendar day completion is delayed. Consequently, the Contractor agrees to pay the City the sum of \$200 per day, not as a penalty but as liquidated damages, for each day elapsed beyond the Substantial Completion date set forth in the bid document. The total liquidated damages shall be deducted from the final payment due the Contractor. The City may waive its right to claim part or all of the liquidated damages due under this provision, but such full or partial waiver shall not negate or abridge any other right of action the City may have to enforce the provisions of this Contract. Contractor will not contest such sums as being other than a reasonable measure of delay damages in the event those damages become payable under these provisions.

x) Workers' Compensation.

1) All employers, including Contractor, that employ subject workers who work under this 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 \$1,000,000 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 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.

CITY OF GLADSTONE
PUBLIC IMPROVEMENT CONTRACT
INSURANCE REQUIREMENTS

EXHIBIT B

1. Contractor shall maintain all insurances required of it by law. In addition, the Contractor shall maintain the following:
 - a. **Required Coverage.** Without waiver of any other requirement of the Contract Documents, the Contractor will provide, pay for, and maintain in full force and effect at all times during the performance of the Work until final acceptance of the Work or for such further duration as required, the following policies of insurance issued by a responsible carrier. All of the Contractor's insurance carriers shall be rated A VII or better by A.M. Best's rating service, unless otherwise approved by the City.
 1. Workers' Compensation. Workers' compensation coverage sufficient to meet statutory liability limits.
 2. Employer's Liability. The Contractor shall purchase and maintain employer's liability insurance in addition to its workers' compensation coverage with at least the minimum limits in section **b.** below.
 3. Commercial General Liability. The Contractor shall purchase and maintain commercial general liability ("CGL") insurance for off-site exposures on an occurrence basis, written on ISO Form CG 00 01 (12/04 or later) or an equivalent form approved in advance by the City. CGL coverage shall include all major coverage categories including bodily injury, property damage and products/completed operations coverage. The CGL insurance will also include the following: (1) separation of insureds; (2) incidental medical malpractice; and (3) per-project aggregate for premises operations.
 4. Professional Liability/Errors and Omissions. To the extent that the Contractor accepts design or design/build responsibilities, the Contractor shall purchase and maintain professional liability/errors and omissions insurance or cause those Subcontractors providing design services do so.
 5. Automobile Liability. The Contractor shall purchase and maintain automobile liability insurance with coverage for owned, hired, and non-owned vehicles on ISO form CA 00 01 or an equivalent form approved in advance by the City. The automobile liability insurance shall include pollution liability coverage resulting from vehicle overturn and collision.
 - b. **Limits.** The insurance required by this exhibit shall be written for at least the limits of liability specified in this Section or required by law, whichever is greater.

Workers' Compensation.	Statutory Limits
Employer's Liability.	
Each Accident:	\$1,000,000
Each Bodily Injury Disease:	\$1,000,000
Aggregate Bodily Injury Disease:	\$1,000,000
Commercial General Liability.	
Each Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
Fire Damage Limit:	\$100,000
Medical Expense Limit:	\$5,000

Automobile Liability.

Combined Single Limit: \$1,000,000

Professional Liability/Errors & Omissions.

Single Limit: \$1,000,000

Aggregate: \$1,000,000

- c. **Additional Insureds.** The Contractor's third-party liability insurance policies shall include the City and its officers, employees, and agents as additional insureds. The policy endorsement must extend premises operations and products/completed operations to the additional insureds. The additional insured endorsement for the CGL insurance must be written on ISO Form CG 20 10 (11/85), a CG 20 37 (07/04) together with CG 20 33 (07/04), or the equivalent; but shall not use the following forms: CG 20 10 (10/93) or CG 20 10 (03/94).
- d. **Joint Venture.** If the Contractor is a joint venture, the joint venture shall be a named insured for the liability insurance policies.
- e. **Primary Coverage.** The Contractor's insurance shall be primary insurance coverage and may not seek contribution from any insurance or self-insurance carried by the City or the Architect including any property damage coverage carried by the City. Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought. The Contractor's insurance shall not include any cross-suit exclusion or preclude an additional insured party from asserting a claim as a third party.
- f. **Contractor's Failure to Maintain Insurance.** If the Contractor for any reason fails to maintain required insurance coverage, such failure shall be deemed a material breach of the Contract and the City, at its sole discretion, may suspend or terminate the Contract pursuant to Section 108.11 of the General Conditions. The City may, but has no obligation to, purchase such required insurance, and without further notice to the Contractor, the City may deduct from the Contract Total any premium costs advanced by the City for such insurance. Failure to maintain the insurance coverage required by this exhibit shall not waive the Contractor's obligations to the City.
- g. **Certificates of Insurance.** Prior to commencement of the Work, and before bringing any equipment or construction equipment on to the project site, the Contractor shall provide Certificates of Insurance, to the City Representative, for the insurance policies required by this contract.
1. Additional Certificates. To the extent that the Contractor's insurance coverage's are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.
 2. Prohibition Until Certificates Received. The City shall have the right, but not the obligation, to prohibit the Contractor and its Subcontractors from entering the Project site until the required certificates (or other competent evidence that insurance has been obtained in complete compliance with this exhibit) are received and approved by the OCIP Administrator and or City.
 3. Deductibles/Self-Insured Retentions. Payment of deductibles or self-insured retentions is a Cost of the Work within the Guaranteed Maximum Price and does not justify a Change Order. Satisfaction of all self-insured retentions or deductibles will be the sole responsibility of the Contractor.
- h. **Subcontractors Insurance.** The Contractor shall cause each Subcontractor to purchase and maintain in full force and effect policies of insurance as specified in this exhibit, except for coverage limits, which will be

agreed upon between the City and the Contractor. The Contractor will be responsible for the Subcontractors' coverage if the Subcontractors fail to purchase and maintain the required insurance. When requested by the City, the Contractor will furnish copies of certificates of insurance establishing coverage for each Subcontractor.

i. Limitations on Coverage.

1. No insurance provided by the Contractor under this exhibit will be required to indemnify the City, the Architect, or their employees or agents to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by their own negligence, but will require indemnity to the extent of the fault of the Contractor or its agents, representatives, or Subcontractors.
2. The obligations of the Contractor under this exhibit shall not extend to the liability of the Architect or its consultants for (1) the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs, or specifications, or (2) the giving or failure to give directions or instructions, to the extent that the directions, or failure to provide directions, are the cause of the injury or damage.
3. By requiring insurance, the City does not represent that coverage and limits will necessarily be adequate to protect the Contractor. Insurance in effect or procured by the Contractor will not reduce or limit the Contractor's contractual obligations to indemnify and defend the City for claims or suits that result from or are connected with the performance of the Contract.

2. PROPERTY INSURANCE:

- a. **Builder's Risk:** (For new construction or building additions) During the term of this Contract, the Contractor shall maintain in force, at its own expense, Builder's Risk insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the Contract. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more. The policy will include as loss payees the City, the Contractor and its Subcontractors as their interests may appear.
- b. **Builder's Risk Installation Floater:** (For other than new construction) The Contractor shall obtain, at the Contractor's expense, and keep in effect during the term of this 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 this Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. This insurance shall include as loss payees the City, the Contractor and its Subcontractors as their interests may appear.
- c. Such insurance shall be maintained until the City has occupied the facility.
- d. Contractor must provide insurance for its own machinery, tools, equipment, or supplies that are not to become a part of the Project.

SCHEDULE "A": SLURRY SEALS 2019 PAVEMENT MANAGEMENT PROGRAM (ITB#201901-10002)				ENGINEER'S ESTIMATE		Blackline, Inc		Intermountain Slurry Seal, Inc.		VSS International, Inc.	
ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1.	Move-in, Bond, Insurance, Clean-up										
	A. City of Hillsboro	L.S.	All	\$ 10,000.00	\$ 10,000.00	\$ 12,500.00	\$ 12,500.00	\$ 11,000.00	\$ 11,000.00	\$ 12,155.00	\$ 12,155.00
	B. City of Gladstone	L.S.	All	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,260.00	\$ 8,260.00
	C. City of Milwaukie	L.S.	All	\$ 10,000.00	\$ 10,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 15,680.07	\$ 15,680.07
	D. City of Oregon City	L.S.	All	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00	\$ 10,000.00	\$ 10,000.00	\$ 12,050.00	\$ 12,050.00
	E. City of Sherwood	L.S.	All	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,260.00	\$ 6,260.00
				\$	-						
2.	Traffic Control and Public Notification										
	A. City of Hillsboro	L.S.	All	\$ 20,000.00	\$ 20,000.00	\$ 11,000.00	\$ 11,000.00	\$ 30,000.00	\$ 30,000.00	\$ 54,491.42	\$ 54,491.42
	B. City of Gladstone	L.S.	All	\$ 20,000.00	\$ 20,000.00	\$ 9,500.00	\$ 9,500.00	\$ 21,000.00	\$ 21,000.00	\$ 33,723.40	\$ 33,723.40
	C. City of Milwaukie	L.S.	All	\$ 20,000.00	\$ 20,000.00	\$ 14,500.00	\$ 14,500.00	\$ 38,000.00	\$ 38,000.00	\$ 58,670.78	\$ 58,670.78
	D. City of Oregon City	L.S.	All	\$ 20,000.00	\$ 20,000.00	\$ 10,250.00	\$ 10,250.00	\$ 23,000.00	\$ 23,000.00	\$ 43,683.68	\$ 43,683.68
	E. City of Sherwood	L.S.	All	\$ 20,000.00	\$ 20,000.00	\$ 13,000.00	\$ 13,000.00	\$ 19,896.53	\$ 19,896.53	\$ 27,590.74	\$ 27,590.74
				\$	-						
3.	Street Preparation and Application of Type II Asphalt, Sq. Yd. (Emulsion Slurry Seal)		415,278	\$ 1.60	\$ 664,444.80	\$ 1.63	\$ 676,903.14	\$ 1.79	\$ 743,347.62	\$ 1.78	\$ 739,194.84
				\$	-						
4.	Install/Replace Pavement Markings per Manual of Uniform Traffic Control Devices										
	A. Bike Symbol, Thermoplastic	EA	15	\$ 450.00	\$ 6,750.00	\$ 450.00	\$ 6,750.00	\$ 240.00	\$ 3,600.00	\$ 252.00	\$ 3,780.00
	B. Handicap Parking, Thermoplastic	EA	1	\$ 500.00	\$ 500.00	\$ 450.00	\$ 450.00	\$ 240.00	\$ 240.00	\$ 252.00	\$ 252.00
	C. Left Turn Arrow, Thermoplastic	EA	15	\$ 450.00	\$ 6,750.00	\$ 450.00	\$ 6,750.00	\$ 240.00	\$ 3,600.00	\$ 252.00	\$ 3,780.00
	D. Right Turn Arrow, Thermoplastic	EA	2	\$ 450.00	\$ 900.00	\$ 450.00	\$ 900.00	\$ 240.00	\$ 480.00	\$ 252.00	\$ 504.00
	E. Reflective two-way raised pavement markers										
	a. Yellow	EA	0	\$	\$	\$	\$	\$	\$	\$	\$
	b. Blue	EA	120	\$ 25.00	\$ 3,000.00	\$ 30.00	\$ 3,600.00	\$ 20.00	\$ 2,400.00	\$ 21.00	\$ 2,520.00
	c. White	EA	0	\$	\$	\$	\$	\$	\$	\$	\$
	F. School Legend	EA	0	\$	\$	\$	\$	\$	\$	\$	\$
	G. Thru Arrow, Thermoplastic	EA	2	\$ 450.00	\$ 900.00	\$ 325.00	\$ 650.00	\$ 240.00	\$ 480.00	\$ 252.00	\$ 504.00
	H. 4" Wide Yellow Stripe, Thermoplastic	L.F.	46,162	\$ 3.00	\$ 138,486.00	\$ 1.20	\$ 55,394.40	\$ 0.85	\$ 39,237.70	\$ 0.90	\$ 41,545.80
	I. 4" Wide White Stripe, Thermoplastic	L.F.	0	\$	\$	\$	\$	\$	\$	\$	\$
	J. 8" Wide White Stripe, Thermoplastic	L.F.	4,447	\$ 6.00	\$ 26,682.00	\$ 2.50	\$ 11,117.50	\$ 1.70	\$ 7,559.90	\$ 1.79	\$ 7,960.13
	K. 12" Wide White Stripe, Thermoplastic	L.F.	4,151	\$ 8.00	\$ 33,208.00	\$ 9.00	\$ 37,359.00	\$ 7.75	\$ 32,170.25	\$ 8.14	\$ 33,789.14
				TOTAL	\$ 1,031,620.80		\$ 916,624.04		\$ 1,012,012.00		\$ 1,106,395.00

2019 Slurry over view map



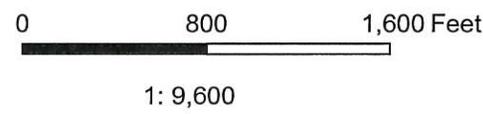
Legend

-  Taxlots
-  City Limits
-  Basemap

Notes

Red-Slurry Streets

Overview Map



The City of Gladstone makes no representations, express or implied, as to the accuracy, completeness and timeliness of the information displayed. This map is not suitable for legal, engineering, surveying or navigation purposes. Notification of any errors is appreciated.



Map created 1/10/2019

City of Gladstone
 525 Portland Ave
 Gladstone
 OR 97027
 (503) 656-5225
www.ci.gladstone.or.us



City of Gladstone Staff Report

Report Date : June 3, 2019
Meeting Date: June 11, 2019
To : Jacque Betz, City Administrator
Mayor and City Council
From : Jim Whynot, Public Works Director

AGENDA ITEM

Accept amendment to the Intergovernmental Agreement (IGA) between Clackamas County Department of Health, Housing and Human Services Community Development Division and the City of Gladstone.

History/Background

On September 7, 2018, the City was awarded \$245,000 in Community Development Block Grant (CDBG) funding from Clackamas County for the E. Clarendon Street Improvements Project.

The project went out for bid with the expected estimated cost to be approximately \$660,000. However, the lowest responsive bid came in at approximately \$1,000,000. This left the City with a shortfall of over \$300,000.

On April 9, 2019, Public Works applied to Clackamas County for additional funds. We were successful in securing an additional \$100,000 for a total of \$345,000 in grant funding for this project. With this increased grant funding, the CDBG funds will cover the 36% , and the City is positioned to pay the remaining 64% of the construction cost of the project. The Amendment to the IGA is attached hereto, marked Attachment A.

Proposal:

Staff proposes that the amendment to the IGA, accepting the additional CDBG funds of \$100,000 be approved.

Options:

Section I

- Option 1 – Approve acceptance of the amendment to the Intergovernmental Agreement, accepting the additional funds of \$100,000.
- Option 2 - Do not approve acceptance of the amendment to the Intergovernmental Agreement, thereby not accepting the additional funds of \$100,000.

Cost Impact:

Because bids for this project came in higher than anticipated, the overall cost to the city will be approximately \$655,000. These funds are budgeted to be appropriated proportionally between sewer, storm, water, and streets. Without the additional CDBG funds, the city would be paying an additional \$100,000 to complete this project.

Relevancy to Council Goals and Objectives Identified in the 2016-2020 Strategic Plan

Enhance the Livability in Gladstone

1.9 Partner and contract through IGA's on key issues

Maintain the Health and Long Term Vibrancy and Stability of Gladstone

4.4 Build in a capability to maintain our facilities (infrastructure, buildings, etc.)

Recommended Staff Action:

Staff recommends accepting the Oregon State Marine Board Boating Facility Grant Intergovernmental Agreement No 1627 by making the following motion:

"I move to accept the Amendment to the IGA between Clackamas County and the City of Gladstone, accepting the additional \$100,000 in CDBG grant funding for the E. Clarendon Improvement Project."

	6/5/19		6/5/19
Department Head Signature	Date	City Administrator Signature	Date

AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN

CLACKAMAS COUNTY DEPARTMENT OF
HEALTH, HOUSING AND HUMAN SERVICES
COMMUNITY DEVELOPMENT DIVISION

AND

THE CITY OF GLADSTONE

H3S Contract #:9047

Board Order #: 082718 – A1

Amendment Requested by: The City of Gladstone

Changes: Scope of Work Contract Budget
 Contract Time Other

Justification for Amendment No.1:

The City was awarded \$245,000 of FY 2018 CDBG funding for the E. Clarendon Street Improvements Project. The City is requesting additional CDBG funds because the construction bids were much higher than the project estimate. All of engineering costs are being paid for by the city.

Additional CDBG funding will allow for the project to proceed. The City has assembled funds to pay for 64% of the construction cost of project. The increased level of CDBG funds will cover 36% of the total cost of the construction required to complete the project. \$100,000 of additional CDBG funds became available in FY 2018 to increase the total amount of CDBG funds to \$345,000. (\$245,000 + \$100,000 = \$345,000).

No County General funds are involved in this project.

TO AMEND

III. Budget & Financial Responsibilities

- A. The COUNTY will pay the contract for construction of the PROJECT. Subject to the terms and conditions of this Agreement, the CITY hereby promises to repay the COUNTY for the full amount paid under the construction contract.
- B. The CITY's obligation to repay the COUNTY shall be reduced by the amount of CDBG funds received from HUD for the PROJECT, in an amount not to exceed \$245,000. The parties agree that the CDBG funds will be applied first to the total cost of the construction contract for the PROJECT. If the total cost of the construction contract for the PROJECT exceeds the CDBG funds, the CITY will contribute the greater of:
 - 1. Twenty percent (20%) of the total cost of the construction contract for the PROJECT, or
 - 2. All costs which exceed available CDBG funds budgeted (**\$245,000**) for the PROJECT.

TO READ

III. Budget & Financial Responsibilities

- A. The COUNTY will pay the contract for construction of the PROJECT. Subject to the terms and conditions of this Agreement, the CITY hereby promises to repay the COUNTY for the full amount paid under the construction contract.
- B. The CITY's obligation to repay the COUNTY shall be reduced by the amount of CDBG funds received from HUD for the PROJECT, in an amount not to exceed \$345,000. The parties agree that the CDBG funds will be applied first to the total cost of the construction contract for the PROJECT. If the total cost of the construction contract for the PROJECT exceeds the CDBG funds, the CITY will contribute the greater of:
 - 3. Twenty percent (20%) of the total cost of the construction contract for the PROJECT, or
 - 4. All costs which exceed available CDBG funds budgeted (**\$345,000**) for the PROJECT.

CITY OF GLADSTONE

525 Portland Avenue
Gladstone, Oregon 97027

CLACKAMAS COUNTY

Chair Jim Bernard
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader

Signing on Behalf of the Board.

Tammy Stempel, Mayor
City of Gladstone

Richard Swift, Director
Health, Housing & Human Services
Department

Date

Date

City of Gladstone Staff Report

Report Date: May 30, 2019
Meeting Date: June 11, 2019
To: Gladstone City Council
From: Jacque Betz, City Administrator

AGENDA ITEM

Approval of Local 350-03 AFSCME & City of Gladstone Collective Bargaining Agreement 2019-2022.

History/Background

City's negotiations team - Nancy McDonald, Interim Human Resources Director
Justin Poyser, Public Works Supervisor

AFSCME negotiations team – Ross Kiely, AFSCME Field Representative
Chris Mott, Local 350-03 President, PW Representative
Hayley Kratz, City Hall Representative.

Both teams met in good-faith on March 21 and March 26, 2019 and participated in negotiations for a successor agreement between the City of Gladstone and Local 350-03 AFSCME. Shortly thereafter in a unanimous vote of AFSCME Local 350-03 members present at a special union meeting, the proposed Agreement was ratified.

Attached is a red-lined version of the proposed new agreement which incorporates the changes resulting from these negotiations. The proposed new agreement is consistent with the results of the classification and compensation study city staff presented to the City Council in executive session on November 13, 2018 and on March 18, 2019.

Proposal

Staff requests City Council review the attached red-lined version of the proposed Agreement and if acceptable, direct staff to execute a final copy of the Agreement with the AFSCME bargaining team.

Recommended Staff Action

Staff recommends the Council approve this Agreement.

Options

1. City Council deny approval of the Agreement and direct staff to reopen negotiations.

Cost Impact

The fiscal impact to FY 2018-2019 will be approximately \$19,920 which is \$1,400 higher than originally estimated. This amount includes all costs associated including overtime and benefits. Furthermore, the direct costs included within this Agreement are adequately funded in the proposed Biennial 2019-2021 Budget.

Department Head
Signature

Date


City Administrator
Signature

6/6/19
Date

Attachment: Red-lined version of CBA

TENTATIVE AGREEMENT 3/26/2019

Between

CITY OF GLADSTONE

and

LOCAL 350-03

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
(AFSCME)
AFL-CIO**

~~2016-2019~~ 2019-2022

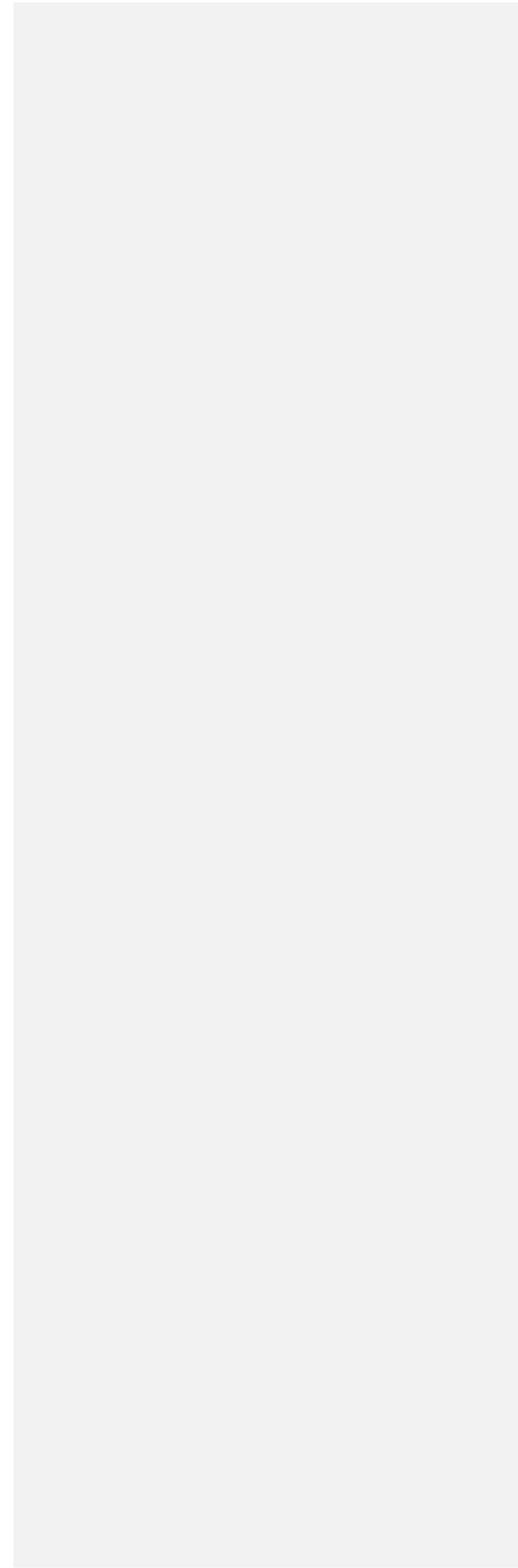
ARTICLES THAT SHOW NO REDLINED CHANGES
WILL REMAIN CURRENT LANGUAGE

INDEX NEEDS TO BE CORRECTED & ADDING GENDER NEUTRAL TERMS

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PREAMBLE

This Agreement is entered into by the City of Gladstone, hereinafter referred to as the City, and AFSCME Local 350-03, AFL-CIO, hereinafter referred to as the Union.

ARTICLE 1 – UNION RECOGNITION

Section 1. Bargaining Unit.

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all regular full-time and part-time (defined as more than 20 hours per week) employees of the City of Gladstone in the classifications listed in Appendix "A" of this Agreement, excluding confidential and supervisory employees as defined under ORS 243.650, and temporary or seasonal employees working for less than 1039 hours in any twelve (12) month period, from date of hire.

Section 2. New Hires.

Whenever a new employee is hired into a position covered by the bargaining unit, the City will inform the Union of the name and address of the new employee, and will also advise the employee that AFSCME Local 350-03 represents workers of the City of Gladstone, and that they are covered by the Union's contract.

Section 3. Position Changes.

If the City establishes any new positions, or reclassifies any existing position, it shall notify the Union of the new positions, including position description, and whether or not it is in the bargaining unit, within seven (7) days. If the Union disagrees with the City's decision regarding inclusion or exclusion of the position, the parties shall meet within fourteen (14) days to discuss the matter. If agreement is not reached, the Union shall have the option of submitting the issue to the Employment Relations Board.

Section 4. Limitations.

Employees may only request that their position be reviewed once every other year. In addition, each request must be based on the requesting employee's good faith belief that his or her position has substantially changed.

ARTICLE 2 –UNION MEMBERSHIP AND DUES CHECKOFF

Section 1. Union Membership - Fair Share.

Membership or non-membership in the Union shall be the individual choice of an employee. **Employees are subject to the terms of their Union membership. The terms of this agreement have been made for all employees in the bargaining unit and not only for members of the Union.** However, any employee who chooses not to join the Union and who has been employed in the bargaining unit for a period of thirty (30) days shall make monthly payments in lieu of dues to the Union.

Any employee who, because of bona fide religious tenets or teachings of a church or religious body of which such employee is a member, refuses to make payments to the Union, shall make periodic payments in lieu of dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union.

Section 2. Dues Checkoff.

The rights and responsibilities of employees in regard to dues checkoff as provided in ORS 292.055 shall apply to all employees covered by this agreement.

Section 2. The City will deduct Union dues from the wages of employees when so authorized and directed in writing by the employee on the authorization form provided by the Union. The Union agrees to provide copies of authorization cards to the City. The amount of dues shall be indicated by the Union to the City in writing and shall be effective on the date indicated by the Union.

Section 3. The City agrees to notify the Union of all new hires in the bargaining unit within two (2) weeks after their date of hire, furnishing the Union with the new employee's name, telephone number, date of hire and hire and position for which they were hired.

Section 4. The Union agrees to indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any action taken pursuant to the provisions in this Article.

ARTICLE 3 – GRIEVANCE PROCEDURE

Section 1.

The City shall promptly consider and adjust employee grievances. A grievance shall be defined as a disagreement concerning an alleged violation or misapplication of this Agreement affecting an employee and/or the Union. This procedure shall be the exclusive means of resolving disputes arising under this Agreement. Furthermore, the City desires to adjust the cause of grievances informally. Both supervisors and employees are expected to resolve problems as they arise.

Grievances shall be processed as provided under this Article. Any resolution reached at any step will be reduced to writing.

Informal Resolution: Employees and management will first try to resolve grievances informally before proceeding to a written grievance.

An employee, with or without a Union representative, shall orally present the grievance to the immediate supervisor within ten (10) working days of its occurrence. The supervisor shall give a brief written and dated reply, within five (5) working days of the date of presentation of the grievance, not including the date of presentation.

Section 2. Grievance Steps.

Step 1 If the grievance is not settled informally, it shall be prepared in detail, (such preparation must include the grievant's name, article and section of the contract violated, all facts forming the basis for the grievance and that employee's requested remedy to correct the wrong) shall be reduced to writing, shall be dated, shall be signed by the aggrieved employee and shall be presented to the department head within ten (10) working days after the supervisor's reply is given, not including the day that answer is given. The department head shall reply in writing to the grievance within five (5) working days of the date of the presentation of the written grievance, not including the date of presentation.

Step 2 If the grievance is not settled in Step 1, the written grievance shall be presented along with all pertinent correspondence, records and information accumulated to date to the City Administrator within five (5) working days after the department head's response is given, not including the date the response is given. The City Administrator shall meet with the aggrieved employee or group of employees, the

immediate supervisory personnel and the department head. The City Administrator shall reply to the grievance in writing within five (5) working days of the date of presentation of the written grievance.

Step 3 Mediation. If the grievance is still unsettled, the moving party will file for mediation, within ten (10) working days after the reply of the City Administrator or designee(s) is due, by written notice to the other to request mediation. The parties shall mutually agree to a mediator or use the ERB. The moving party will contact the ERB and request a mediator within twenty (20) days of the City Administrator's response. Mediation will be scheduled with the mediator and must initiate within sixty (60) days of the initial notice/request to the ERB, unless otherwise agreed. The parties will engage in at least two (2) mediation sessions. This mediation step does not apply to employment termination cases, unless mutually agreed.

Step 4. If the grievance is still unsettled, either party may, within ten (10) working days after the second mediation session, by written notice to the other, request arbitration. Only grievances over the application, meaning, or interpretation of a specific provision of this Agreement may be submitted to arbitration.

Section 3. Selection of Arbitrator.

The parties shall first attempt to select an arbitrator who is mutually acceptable. If, within ten (10) working days from the request for arbitration, the parties are unable to agree upon an arbitrator, the Employment Relations Board shall be requested to submit a list of seven (7) ~~names.~~names. If the first list is unacceptable to either party, a second and final list shall be requested. Both the City and the Union shall have the right to strike two (2) ~~names~~ names from the list. The party requesting arbitration shall strike the first name, and the other party shall then strike one name. The process shall be repeated, and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties.

Section 4. Expenses of Arbitration.

The arbitrator's fee and expenses shall be borne equally by the parties. Each party, however, shall be responsible for compensating its own representatives and any outside witnesses.

Section 5. Verbatim Record.

Either party may audio record the arbitration proceeding. Parties agree to share recordings, including a copy to the arbiter. In the event a partial or complete transcript is needed, both parties will share in the costs, including a copy to the arbiter if applicable.

Section 6. Arbitrator Decision Binding.

The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. The parties do not waive any right of review provided by law. The arbitrator shall have the authority to consider only claims based upon a specific provision of this Agreement and shall have no authority to add to, modify, or detract from this Agreement.

Section 7. Time Limits.

Any grievance not taken to the next step of the grievance procedure in accordance with the time limits contained in this Article shall be considered settled on the basis of the last reply made and received in accordance with the provisions of this Section.

If ~~the City~~ either party fails to meet or answer any grievance within the time limits prescribed for such action by this Section, such grievance shall automatically advance to the next step.

Time limits specified in this procedure must be observed, unless either party requests a specific extension of time, which, if agreed to, must be stipulated in writing and shall become part of the grievance record. Likewise, any step in the grievance procedure may be eliminated by mutual agreement in writing and shall be signed by all parties involved.

If the grievance procedures are not initiated within the time limits established by this Article, the grievance shall be considered not to have existed.

Section 8. Grievance Meetings.

All meetings or conferences held under this procedure shall be ~~closed~~ closed unless mutually agreed to otherwise. Participation in the confidential sessions will normally be limited to the individual employee, Union Steward, and City representatives involved.

ARTICLE 4 – DISCIPLINE AND DISCHARGE

Section 1. The City reserves the right to discipline any employee, provided that no employee shall be disciplined without just cause. Disciplinary action or measures shall include only the following: Oral reprimands reduced to writing, written reprimand; suspension without pay, with notice in writing; demotion or discharge. (Note: Oral reprimands are limited in the grievance process, in Article 3, to step 2, with final authority by the City Administrator. Employees may provide a written rebuttal to be attached to the oral reprimand.) ~~Counseling.~~ Counseling reduced to writing and other similar corrective measures are not considered discipline and will not be directly placed in an employee's personnel file, subject to Article 19.

Section 2. Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the City has a reason to reprimand an employee it shall not be done before other employees who are not involved in the circumstances surrounding the discipline, nor before members of the public. No employee shall be disciplined or discharged unless he or she has violated a city or department policy, work rule, or regulation which can reasonably be supported by substantial evidence.

Section 3. Whenever an employee is directed to appear by management for the purpose of discussing or administering discipline, he/she shall have the right to have a Union representative present, without unreasonable delay.

Section 4. No employee shall be disciplined or discharged without due process. For the purpose of this agreement due process shall be defined as:

1. Notice of the department policy or work rule that has been breached including sufficient facts;
2. An opportunity to be heard;
3. An opportunity to respond in writing to the charges; prior to imposition of discipline.

Section 5. In the event of discipline (~~i.e.~~: oral (reduced to writing) or written reprimand, suspension, demotion, or termination), a written statement shall be given to the employee at the time the disciplinary action is imposed. The written statement shall clearly state the level of discipline imposed, include the complaint against the employee and the facts upon which the employer relies in support of the complaint, the policy or rule violation, and explanation of the sanction.

Section 6. The Union shall have the right to take up the suspension and/or discharge as a grievance under Step 2 of the grievance procedure and the matter shall be handled in accordance with this procedure through arbitration if deemed necessary by either party.

ARTICLE 5 –UNION RIGHTS

Section 1. Stewards.

Employees selected by the Union to act as Union representatives shall be known as “stewards.” The names of employees selected as stewards and the names of other Union representatives who may represent employees shall be certified in writing to the City by the Union. Stewards shall not exceed three ~~(3)~~(3) in number.

Stewards shall have the right during working hours, without loss of pay to investigate and process grievances, attend meetings with management scheduled for the purpose of conducting any and all Union business and distribute literature and information so long as in doing so they do not interfere with the work performance of other bargaining unit employees. Stewards exercising the above right shall first coordinate their absence from their regular duty with the immediate supervisor. The immediate supervisor will not unreasonably refuse to grant such activity **but may set a reasonable time limit.**

Section 2. Visits by Union Representatives.

The City agrees that representatives of the Union, whether Local Union representatives, Council representatives, or International Union representatives, shall have access to the premises of the City to conduct Union business. Union representatives shall not interfere with an employee’s work.

Section 3. Negotiating Sessions.

The City or its designee(s) shall meet at mutually convenient times with the Union negotiating committee. The Union negotiating committee shall consist of not more than three (3) members selected by the Union. Employees participating in Union-City negotiation sessions shall be permitted to do so without prejudice to their compensation, subject to advance notice to the City of the nature, purpose and extent of the session.

Before and after negotiation session, bargaining team members must seek and obtain prior approval from their immediate supervisors to meet with Union representatives and other bargaining team members. The immediate supervisor will not unreasonably refuse to grant permission. In no event shall these meetings exceed one and a half (1 ½) hours total.

Section 4. New Employee Orientation.

The City will notify the Union of all new employees whose positions are in the bargaining unit. The Union will be allowed to hold one (1) thirty (30)-minute meeting on City paid time in total per month for each month in which the City hires at least one (1) employee to orient all new Union members. One (1) Union member will be allowed work time to lead the orientation process. This orientation meeting will be coordinated with the Department Director or designee with the intent on selecting a time and City location with the least impact on business. Attendance by the employees is voluntary and it is the Union's responsibility to notify the new employee of the meeting time and place.

| Section 5. ~~Bulletin Board~~ Bulletin Board. The City agrees to furnish and maintain three bulletin boards. One (1) in the Library, one (1) in the City Hall, and one (1) in the City Shops.

The Union shall limit its posting of notices and bulletins to such boards and shall use the boards only for notices and bulletins concerning Union matters. Bulletin boards shall not be used for controversial or inflammatory subjects.

ARTICLE 6 – HOURS OF WORK

Section 1. Regular Hours.

The regular hours of work each day shall be consecutive except for interruptions for a lunch period, unless the employee is assigned work other than consecutive hours. The lunch period shall be a minimum of thirty (30) minutes.

Section 2. Work Schedules.

Except for emergency situations, the City will not change weekly work schedules without two (2) weeks advance notice to the employee.

Section 3. Rest Periods.

All employees' work schedules shall provide for a fifteen (15) minute rest period during each half shift. Rest periods shall be scheduled at the middle of each half shift whenever practical. Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on the next succeeding shift when it is anticipated the overtime will exceed a minimum of two (2) hours.

Section 4. Clean-Up Time.

Employees shall be allowed a reasonable amount of clean-up time during duty hours, prior to meal breaks and completion of shift.

ARTICLE 7 – HOLIDAYS

Section 1. All employees of the City shall be entitled to the holidays listed below. Employees shall receive regular compensation. Part-time employees' holiday compensation shall be prorated as provided for in Article 14, Section 6.

- a. New Year's Day
- b. Memorial Day
- c. Independence Day
- d. Labor Day
- e. Veteran's Day
- f. Thanksgiving Day
- g. Christmas Day
- h. Washington's Birthday (President's Day)
- i. Martin Luther King's Birthday (Third Monday in January)
- j. Two Employee's Floating Holidays
- k. Any day declared a paid holiday for city employees by the City Council.

Section 2. If any such holiday falls on a Sunday, the following Monday shall be given as a holiday. If any such holiday falls on a Saturday, the preceding Friday shall be given as a holiday.

| Section 3. An employee who works on a recognized holiday as part of his regular work week shall be paid for the holiday and receive time and one-half (1 ½) pay for all hours worked, subject to callback provisions in Article 16.3.

Section 4. Holidays which occur during vacation or sick leave shall not be charged against such leave.

Section 5. If the holiday falls on the shift employee's normal day off, that employee may observe a different day, normally the following work day that does not fall on the shift employee's day off.

ARTICLE 8 – VACATIONS

Vacations shall be granted to all regular employees in the bargaining unit in accordance with the following schedule:

More than 1 year, but less than 5	80 hours/year*
5 or more years, but less than 10	120 hours/year*
10 or more years, but less than 15	136 hours/year*
15 or more years, but less than 20	184 hours/year*
20 or more years, but less than 25	184 200 hours/year*
+8 hours for each additional year up to a maximum of 200 hours.	
25 or more years, but less than 30	216 hours/year*
30 or more years, but less than 35	232 hours/year*
35 or more years,	240 hours/year*

* Vacation is accrued at the end of the payroll period on a prorated monthly amount based on the yearly values above.

Employees shall be eligible for their vacation after the completion of six (6) month's service. Employees must have vacation leave accrued at the time of taking the leave. The City retains the discretion to allow employees to use unearned vacation leave prior to accrual on a case by case basis.

Vacation leave can accrue from year to year with a maximum accrual limit of three hundred twenty (320) hours. Employees with two hundred forty (240) or more hours of accrued vacation will be provided notice of accrued vacation balances, as well as the maximum accrual limit, on a month-to-month basis. Upon such notice, the supervisor and the employee will make efforts to agree upon a plan to reduce accrued vacation to a manageable level. Vacation accrued beyond the three hundred twenty (320) hour limit and not so utilized will be paid to the employee. Upon written request and approval by the City Administrator, vacation leave may accumulate beyond three hundred twenty (320) hours. In no event shall an employee lose accrued vacation if he is unable to use vacation through no fault of his own.

Employees may request vacation leave with reasonable advance notice as provided by City Policy. Department heads shall schedule vacations for their respective employees with due consideration for the desires of the employees and the work requirements facing the department. Vacation schedules may be amended to allow the department to meet emergency situations.

Vacation leave may be used in ¼ hour increments.

When two or more employees from the same department request the same vacation dates and all requests cannot be honored, vacation will be approved on the basis of first request with consideration given to seniority.

Vacation leave shall be prorated for any regular part time employees hired by the City according to the above schedule.

Vacation leave shall not accrue during any periods of layoff or unpaid leave of absence. An employee recalled within one (1) year of a layoff shall retain seniority for vacation accrual purposes.

Vacation sell back. Any employee may sell back to the city up to fifty (50) hours of accrued vacation time during any fiscal year, limited to the following conditions: Vacation reimbursement shall occur only once during any fiscal year for each employee, regardless of how many days are used.

The City Administrator or designee shall receive thirty (30) days prior written notice from any employee requesting vacation reimbursement.

~~In combination with Section (A),~~ An employee must maintain an account balance of eighty (80) hours after the sell back to the City.

ARTICLE 9 – SICK LEAVE

Section 1. Accrual.

All full time employees shall earn sick leave with full pay at the rate of eight (8) hours for each calendar month of service. All part-time employees shall earn sick leave on a prorated basis as provided for in Article 14, Section 6. Sick leave shall accrue from the date of employment, but shall not be taken until after one (1) month. Sick leave shall not be accumulated in excess of nine hundred forty (940) hours. **For every three (3) months that an employee does not use sick leave, they will have the option of converting one day of sick leave to one day of vacation.**

Section 2. Eligibility.

Employees are eligible for sick leave for the following reasons:

- A. For an employee's mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care-
- B. To care for a family member with a mental or physical illness, injury or health condition, care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition or care of a family member who needs preventative medical care. Immediate family shall be defined as spouse of an employee, the biological, adoptive or foster parent or child of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee or a person with whom the employee was or is in a relationship of in loco parentis.
- C. Any other reason required by law.
- D. OFLA and FMLA Leave. Leave for birth, adoption or placement of a foster child, or to care for the serious health condition of family members or the employee's, will be administered in accordance with the provisions of the Oregon Family Leave Act (OFLA) and the Federal Medical Leave Act (FMLA). Employees utilizing leave under this Section for birth, adoption or placement of a foster child shall be allowed to use any form of earned, paid leave (vacation, compensatory time or sick time). Employees utilizing leave under this Section to care for the serious health condition of family members or the employee shall exhaust all paid sick leave benefits before using other types of earned paid leave.

1. If the period of disability because of childbirth or related circumstances extends beyond the time allowed under OFLA or FMLA, then the employee may take a leave of absence not to exceed one (1) year without pay or benefits. When the above occurs, the employee must work out the condition of the leave of absence with the department head, who shall submit it to the City Administrator for approval.

Sick leave shall be deducted based on every hour absent from work or fraction thereof to the nearest fifteen (15) minutes. Abuse of sick leave privilege may be cause for discipline.

E. Employees Enrolled in the Equitable Retirement Plan

Unused sick leave benefits to employees who have not used their maximum accumulation of nine hundred forty (~~940~~hours940) hours shall be as follows:

1. When seven hundred twenty (720) sick leave hours have been accumulated, then any sick leave over seven hundred twenty (720) hours may be used as personal time off, at the rate of four (4) hours off for each eight (8) hours of accumulated sick leave, at no time to exceed one hundred twenty (120) hours.
 2. An employee may not take sick leave benefit days off in blocks of more than five (5) days at one (1) time.
 3. Sick leave benefit days shall not be used along with accumulated vacation time.
 4. Effective July 1, 2006 the maximum accumulation shall be nine hundred forty (940) hours.
- F. If required by the City Administrator or designee, sick leave with pay in excess of three (3) consecutive working days shall be allowed only after presenting a written statement from a health care provider certifying that the employee's condition prevented ~~him~~them from reporting for work. The City may not request medical certification if leave is being taken for a reason under Oregon's Domestic Violence leave statute.
- G. The City may also request verification/certification as provided for by state law. The cost of this examination will be paid by the City.

- H. Employees shall report to their supervisor (leaving a voice mail or email is ok) the reason for absence prior to the time the employee is expected to report for work. Sick leave with pay shall not be allowed unless such report has been made.

Section 3. Leave Donation.

An employee who has unused vacation leave may donate vacation leave to another employee for that employee's use as sick leave during a serious illness. **Serious illness will be determined by the City on each specific situation. Such determination shall not be unreasonably denied.** The employee making the donation must retain at least 40 (forty) hours of vacation leave for their own use. The conversion of one employee's vacation to another employee's sick leave shall be on an hour for hour basis. **To maintain confidentiality and impartiality of the donation process it be administered by Human Resources and will begin in the department of the employee in need of a donation.** The employee receiving donations of vacation for sick leave shall not monetarily compensate the employee making such donation.

ARTICLE 10 – OTHER LEAVES

Section 1. Leaves of Absence.

Leaves of absence without pay or accrual of other benefits for a limited period not to exceed six (6) months may be granted for any reasonable purpose where, in the judgment of the department head, and as approved by the City Administrator for leaves exceeding 10 days, the work of the department will not be seriously handicapped by the temporary absence of the employee requesting such leave. Any such leave must be consistent with the needs of the City and approved by the department head. At the discretion of the department head, upon written request by the affected employee, such leave may be renewed or extended for any reasonable period. If an employee is denied a leave of absence, the department head or City Administrator/designee will state the reasons in writing. In the event an employee requests leave without pay from having exhausted all other paid leaves due to a medical condition, the City will engage in the interactive process to review any requested accommodations.

Section 2. Jury Duty.

Employees shall be granted leave with regular straight time pay any time they miss their regularly scheduled shift because they are required to report for jury duty or jury service, or as the result of appearing under subpoena in a Court of Law. An eligible employee shall endorse any jury/witness fee to the City as a condition to receipt of regular pay.

Section 3. Bereavement Leave.

In the event of a death in the employee's immediate family, a regular employee may be granted leave of absence with pay not to exceed forty (40) hours. Part-time employees are prorated. Immediate family for the purposes of this Section shall be defined as spouse, same sex domestic partner, ex-spouse, child, parent, sibling, parent-in-law, child-in-law, grandparent, grandchild, step and half relations.

Bereavement leave under this Article shall run concurrently with OFLA leave.

Section 4. Funeral Participation.

When an employee serves as a pallbearer or speaker in a funeral ceremony, he may be granted a reasonable time off, up to four (4) hours paid leave, to perform such duty.

Section 5. Military Leave with Pay.

- A. ~~Except as provided in subsection B of this Section,~~ for all periods of annual active duty for training as a member of the National Guard, National Guard Reserve or of any reserve component of the Armed Forces of the United States or of the United States Public Health Service, any employee of the City of Gladstone is entitled, upon application therefore, to a leave of absence from his duties for a period not exceeding fifteen (15) days in any one (1) calendar year, without loss of time, pay or regular leave and without impairment of efficiency rating or other rights or benefits to which he is entitled.
- B. ~~Unless the employee has been employed by the City of Gladstone for a period of six (6) months preceding his application, no employee is entitled to receive pay for any period during which he is on military leave.~~

Section 6. Military Leave without Pay.

- A. Military leave of absence without pay shall be granted to a regular employee during a period of active duty with the Armed Forces of the United States.
- B. The employee shall, upon honorable discharge from such service, be returned to a position in the same class as his last held position, at a salary rate prevailing for such class, without loss of seniority or employment rights. If it is established that he is not physically qualified to perform the duties of his former position by reason of such service, he shall be reinstated in other work that he is able to perform at the nearest appropriate class to his former class.
- C. Such employees shall make application for reinstatement within ten (10) days and shall report for duty within thirty (30) days following separation from active military duty. Failure to comply shall terminate military leave. If an employee voluntarily re-enlists, his military leave shall be deemed canceled.

Section 7. Conferences and Conventions.

Decisions concerning attendance at conferences, conventions or other meetings at City expense shall be made by the department head. Permission shall be granted on the basis of an employee's participation in or the direct relation of his work to the subject matter of the meetings. Members of professional societies may be permitted to attend meetings of their society when such attendance is considered to be in the best interest of the City.

| Section 8-Union8. Union Leave.

Authorized Union representatives, upon written requests from the Union, may be given short term leaves of absence (less than thirty (30) days) to transact business for the Union in which they are a represented member. The Union will cooperate with the City by controlling requests for such short term leaves to a maximum of one (1) employee at any given time and in a manner which will minimize interference with the City's operations. The Union may request an extension beyond the original thirty (30) days. Approval of such requests will be granted based on the City's operational needs.

Employees granted such leave shall be maintained on the payroll with full accrual of wages and benefits and the Union shall reimburse the City for all wage and wage-driven benefits costs associated with these leaves. The City will provide written documentation of the full wage and wage-driven costs to the Union.

ARTICLE 11 – SENIORITY

Section 1. Definitions.

Seniority is defined as total length of continuous service as a regular employee of the City. An employee's seniority shall be computed from the date of his/her employment with the City in any capacity. If two (2) or more employees were hired on the same day, the employee whose application was first filed shall be deemed the senior employee.

Section 2. Break in Service.

For the purpose of computing seniority, all authorized leave shall be considered as time worked, provided that in the event of an unpaid leave of absence beyond ninety (90) calendar days other than military, or Peace Corps leave granted in accordance with this Agreement, the actual time of leave shall be deducted from the employee's length of service. Employees who are laid off and subsequently reinstated shall retain their full seniority except that such period of layoff shall be deducted from the employee's length of service.

Seniority shall not be forfeited if an employee has a break in service of ninety (90) calendar days or less, provided such period shall be deducted from the employee's length of service.

Section 3. Seniority List.

A list of employee seniority shall be posted on January 1 of each year.

Section 4. Application of Seniority.

Where qualifications and abilities of more than one employee are equal, seniority within the City shall be the determining factor. This shall be applied in filling work out of classification assignments, temporary positions, administering the call-out list and for promotional opportunities within the City.

ARTICLE 12 – LAYOFF/RECALL

Section 1. Layoff.

A layoff means a permanent reduction in the City work force. If the City shall reduce its work force, layoffs shall be made within each job classification in a department on the basis of seniority or special job skills. A layoff out of the inverse order of seniority shall be made by the City if, in the City's judgment, retention of special job skills is required by the operating requirements of the department. Advance notice will be provided to employees the City intends to layoff. Such notice shall normally be provided as soon as plans are finalized, but not less than thirty (30) days prior to such layoff. Employees laid off for a period of more than twenty-four (24) months lose all seniority credits.

Section 2. Recall.

Employees shall be recalled according to seniority unless in the City's judgment special skills are required by Department operating requirements. No new employees shall be hired for a classification of work until employees laid off in that classification have been offered an opportunity to return to work at equal pay or similar classification, by certified mail. A refusal to recall shall constitute voluntary termination and such employee shall lose his/her layoff status privileges and his/her seniority unless the employee is temporarily incapacitated by illness or injury.

No regular employee shall be laid off while temporary employees or Community Correction are retained by the City in the classifications of the employees proposed to be laid off. Employees shall be recalled to part time and temporary positions as they occur. However, employees who accept such recall shall retain recall rights to their original position and hours.

Section 3. Recall List.

The City shall furnish to the Union, upon request, a current list of all employees in layoff status with recall rights.

ARTICLE 13 – POSTING AND FILLING OF VACANCIES

Section 1. When the City determines that a vacancy has occurred, it shall post on each bulletin board provided in accordance with Article 5, Section 5 of this contract for not less than five (5) days notices of job vacancies so employees may apply.

Section 2. All job vacancies shall, whenever possible, be filled by promoting qualified employees within the City service.

Section 3. Nevertheless, the appointing power may recruit applicants from outside the City service whenever the City has reason to believe that better qualified applicants are available outside the City service.

Section 4. The appointment to fill the vacancy shall be made on a competitive basis utilizing the criteria for appointments established in ~~Section 2.1~~ of the City Personnel Rules. Where qualifications and ability are relatively equal, seniority within the City service shall be the determining factor.

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ARTICLE 14- HEALTH AND WELFARE

Section 1. Medical, Hospital, Dental, Vision.

The City shall make available to employees in the bargaining unit and their dependents medical, dental, vision benefits, alternative care, as provided by the available rider, and prescription drug insurance coverage.

Employees shall contribute 10% of the total monthly premiums, through payroll deductions and the Employer shall contribute 90% of the total monthly premium.

Employees may select from plans as offered by the Employer: Kaiser, CIS Co-Pay Plan B PPP or other. In the event an employee selects Co-Pay Plan 1-B, PPP, or Kaiser Plan B, the employer will provide a monthly HRA/VEBA contribution to the employee as follows: (1/12th of the annual)

Plan Tier:	Employee Only:	\$500.00 annually
	Employee + child	\$1,000.00 annually
	Employee + children	\$1,500.00 annually
	Employee + Spouse	\$1,000.00 annually
	Employee + Family	\$1,500.00 annually

Effective January 1, ~~2017, 2018, and 2019~~, 2020, 2021 and 2022 the employer will contribute \$25 to each eligible employee's HRA/VEBA for consideration towards HRA/VEBA administrative fee.

In the event an insurance carrier moves to a calendar year or a multiple tier contribution plan, other than those currently provided, or discontinues a plan, the parties agree that such changes are outside the control of the parties, however, the parties agree to the duty to bargain the impact.

Section 2. Life Insurance.

The City shall maintain a minimum of \$10,000 of life insurance on all full time employees who become eligible twelve (12) months after their employment date.

Section 3. Long Term Disability Insurance (LTD).

The City will continue to provide at no cost to the employee, Long Term Disability Insurance benefit.

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Section 4. Joint Insurance Committee.

The City will establish a joint Employer/Employee Medical Insurance Committee for the purpose of monitoring the current insurance program. The committee shall be a standing committee convened as necessary by the City Administrator or designee. The committee shall establish its own rules and timetable for meetings and will make a recommendation on the insurance program to the City Administrator. The committee will be composed of employee representatives from each department. AFSCME Local 350-3 shall be entitled to appoint up to three (3) representatives to this committee.

Section 5. Retirement.

For employees enrolled in the Equitable retirement plan the City agrees to continue participating in the City of Gladstone Employee's Pension Trust by paying the City's amount required into each employee's pension account. In addition, the City agrees to continue contributing the employee's 6% to retirement. For each employee, the City's amount plus the employee's 6% shall total 17.35%, based on that employee's salary. The City agrees to enroll eligible employees in the Oregon State Public Employees Retirement System (PERS) or the Oregon Public Service Retirement Plan (OPSRP). The City shall contribute and "pick up" assume, and pay a six percent (6%) employee contribution to PERS and OPSRP.

Upon retirement, fifty percent (50%) of an employee's unused accumulated sick leave shall be applied as provided for under ORS 238.350 and regulations established by PERS in the form of increased retirement benefits. For the purposes of this Article, "unused accumulated sick leave" shall be capped at a maximum of nine hundred forty (940) hours. Accrual greater than this maximum shall be subject to forfeiture.

Section 6. Part-time Employees.

Benefits for part-time employees will be calculated based upon the budgeted full-time equivalence (FTE) of the position using the chart below:

FTE	Prorated Benefits
.75% FTE or greater, but less than full-time	75%
.50% FTE or greater, but less than .75% FTE	50%

NOTE: Employer contribution for health insurance premium costs for part-time employees shall be pro-rated based on the total cost of the health insurance premium, as is current practice.

The two (2) part-time employees eligible for health insurance under this agreement at this time shall be grandfathered such that if they elect the CIS Co-Pay Plan, PPP, or Kaiser Plan B, now or in the future, the City will provide the full HRA/VEBA values as described in this Article, Section 1.

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Section 7: IRS 125 plan.

The employer shall provide employees the option of participating in an IRS 125 plan.

CITY PROPOSAL 3/26/19

ARTICLE 15 – WAGES/COMPENSATION

Section 1. Wages.

Employees in the bargaining unit shall be paid in accordance with the salary schedule attached hereto as Appendix "A."

Salary Schedule Appendix A, effective and retroactive to January 1, 2019 which incorporates the results of the 2018 Classification & Compensation Study prepared for all employees, except Library staff of the City of Gladstone.

For employees in the Gladstone AFSCME Local 350-03 new base pay ranges have been identified for all classification except classifications except Library Assistant I and II which will be transferred to Clackamas County, as well as a new base pay range identified for Accountant.

Employee in existing classifications will be moved from their current pay range and step to their classification's new pay range, and to the step closest to or above their current base pay.

- A. Retroactive to July 1, 2016 2019, the salary matrix in Appendix A shall be increased by two and three quarters percent (2.75%) three percent (3%).
- B. Effective July 1, 2017 2020, the salary schedule in Appendix A shall be increased by two percent (2%) three percent (3%).
- C. Effective July 1, 2018 2021, the salary schedule in Appendix A shall be increased by two percent (2%) three percent (3%).

Note: Appendix A, wage scale, represents a monthly annualized salary. Hourly rates are computed by the annual salary divided 2080 hours)

Section 2. Step Increases.

Employees shall normally be hired at Step One (1). Upon completion of the employee's probationary period, the employee will be eligible for advancement to the next step of the salary schedule based upon merit and ability. Regular step increases will be awarded every twelve (12) months from the date of successful completion of the probationary period after the date of hire based on merit and ability as determined by the City and reflected in the employee supervisor's Performance Evaluation which is based on the employee's classification description. Copy description. Copy blue language to Article 26 Probationary Period Section 1.

Section 3. Longevity/Career Recognition.

All employees will receive career recognition pay. Career recognition pay will be implemented as follows:

After ten (10) years of service, the employee shall receive an additional one percent (1%) of base wage monthly.

After fifteen (15) years of service, the employee shall receive an additional two and one-half percent (2.5%) of base wage monthly.

After twenty (20) years of service, the employee shall receive an additional three percent (3%) of base wage monthly.

The ten (10), fifteen (15) and twenty (20) years percentages are not cumulative.

Section 4. (NEW) Certification.

Employees in the classification of Utility Worker II and Utility Worker Journey are encouraged to gain state certification in Water Distribution and Wastewater Collection equivalent to the state level required for the size of the City's system (currently Level II). Employees will receive a 1-1/2% premium for each level of certification gained, not to exceed a total of 6% based on current system requirements. The requirements. The City will allow employees four hours of duty time to attend testing which is only offered during duty time and will reimburse the employee the cost of testing if they receive a passing grade.

Renumber to Section 6 Clothing. Relabel as "Gear Allowance"

- A. Effective July 1, 2019 ~~Upon execution of this Agreement,~~ the City shall provide a gear allowance of four hundred and fifty dollars ~~(\$450)~~ seventy dollars and fifty-five cents to public works employees for the purchase of shirts, pants, jackets, rain gear and boots if the employee is required to wear such gear in the course of his or her duties. Workers assigned to the "Utility Crew" that are fully trained in the operation of the Vector as determined by Public Works Management will receive an additional one hundred (\$100) gear allowance per fiscal year in addition to the regular gear allowance. On July 1, ~~2017~~2020 and July 1, ~~2018~~2021, the gear allowances will escalate one and one half percent (1.5%). Employees shall purchase gear with the gear allowance on personal time.

The City will provide disposal jump suits as well as any additional gear as the Public Works Director deems necessary or the law dictates. This gear will be replaced on an "as needed" basis as determined by the supervisor. City purchased gear will remain property of the City.

- B. The City shall make available laundering facilities for contaminated clothing per current practice.
- C. Compensation will be prorated for new hires.

Section 5. Language Proficiency.

For qualifying positions as determined by the department head, employees who demonstrate oral proficiency in Spanish language or oral proficiency in any other language as designed by the department head shall qualify for an additional three percent (3%) computed on the employee's base salary. This proficiency shall be determined by a standard set by the department head.

Section 6: **ReNUMBER to Section 7** Meal Expenses.

When an employee is eligible for per diem meal expenses, requests must be accompanied by the completed appropriate paperwork. The City will reimburse meals based upon a per diem schedule for employees traveling fifty (50) miles per day or more. Per diem rates are as following for travel within Oregon:

- Breakfast: \$10.00 **\$15.00**
- Lunch: \$12.50 **\$17.50**
- Dinner: \$20.00 **\$25.00**

For travel outside Oregon, the City will follow the rates according to the US General Services ~~Administration~~ **Administration (GSA) appropriate fiscal year schedule.** guidelines.

NOTE: Salary Appendix to be revised according to Article 15.1.

Section 8. Fitness Club Membership. All employee's are eligible to receive reimbursement for their individual All Club membership fee at a 24-Hour Fitness. Reimbursement will be processed upon presentation to the City of a receipt or proof of the employee's monthly or annual payment.

ARTICLE 16 – WORKING OUT OF CLASSIFICATION & CALL BACK

Section 1. Working out of Classification.

Whenever an employee is assigned by management to work for eight (8) or more hours in a classification above that in which the employee is normally classified, the employee shall be paid for the duration of such work in the pay range of the higher class at either the first step of the higher class or at a rate one (1) step higher than his or her regular rate of pay, whichever is more. The provisions of this Section shall not apply to training opportunities provided to employees.

Section 2. Lead Work.

Whenever an employee is assigned Lead Work, he/she shall be compensated by premium pay in the amount of five percent (5%) base wage for all hours worked in such capacity as assigned.

Lead worker assignments shall be in writing and with clearly articulated duties as determined by the department head.

Section 3. Call Back Pay.

Employees who are called back to work outside of their regular shift shall be paid a minimum of three (3) hours at one and one-half (1 ½) times their regular rate unless the callback is within two (2) hours prior to their regular shift, in which event the pay will be for a minimum of two (2) hours. Employees required to perform overtime duties as a continuation of their shift are not subject to call-back pay.

Section 4. Stand-by Pay.

Stand-by duty is defined as whenever an employee is required to be available to receive emergency phone calls or to respond onsite (if needed) during evenings and/or weekends outside their normal working hours. The City shall provide the stand-by employee with a cell phone.

- A. Stand-by Assignments: The City shall ask for volunteers from those employees it determines are qualified to work stand-by duty. Stand-by duty assignments will be determined on a yearly basis. If less than three (3) employees volunteer, the City shall meet with employees to discuss coverage before assigning employees to stand-by duty.
- B. An employee on stand-by ~~will~~ **may either accrue ten (10) hours of (straight-time) comp time or** receive ten (10) hours of pay at the employee's regular rate per week of stand-by duty. The ten (10) hours per week are based on one (1) hour per scheduled workday (usually Monday – Friday) and two and a half (2.5) hours per scheduled day ~~off~~(weekend days).

- C. Employees will receive four (4) additional hours for each day of assigned stand-by on an actual holiday. For weeks that contain a holiday, employees will receive fourteen (14) hours. **Employees may also select straight-time comp time accrual in lieu of pay.**
- D. Stand-by pay is in addition to Call Back Pay in Section 3.
- E. Stand-by employees must respond by phone within ten (10) minutes and/or be onsite within forty-five (45) minutes if required.

ARTICLE 17 –MANAGEMENT RIGHTS

The City retains all the rights, decision-making functions, and authority, to manage the affairs of the City or any part of the City. The rights of the employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement.

Without limitation, but by way of illustration, the functions and rights of the City shall include the following:

- A. To direct and supervise all operations, functions and policies in the departments involved and operations, functions and policies in the remainder of the City as they may affect employees in the bargaining unit;
- B. To close or transfer an office or facility or combination of facilities or to relocate, reorganize or combine the work of divisions, operations or facilities;
- C. To determine the need for a reduction or increase in the work force;
- D. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, methods and procedures;
- E. To assign and distribute work;
- F. To assign shifts, work days, hours of work and work locations;
- G. To introduce new duties and to revise job classifications and duties within the unit;
- H. To determine the qualifications of new employees.
- I. Court ordered labor. The parties to this contract recognize the concept of court ordered community service labor. The City will screen prospective court ordered community-service labor in such a manner as to exclude any individuals who might present a threat to City employees or to City property.

- J. To discipline or discharge an employee for just cause;
- K. To determine the need for additional educational courses, training programs, on-the-job training, cross training;
- L. To determine the need for overtime and the classification to work such overtime.

The exercise of the management function or right which is not specifically limited by this Agreement is retained by the City.

ARTICLE 18 – WORKERS' COMPENSATION

Section 1. All eligible employees shall be covered under the provisions of a statutorily required industrial accident insurance plan for industrial accidents and diseases (occupational injuries or illness that occur on the job). When an employee is absent from work because of an on-the-job injury, the employee shall notify the City which system of time loss payments the employee chooses to receive (i.e. (A) or (B)). Time off will not be charged to sick leave, which will continue to accrue, except as provided below. The employee may select one of the following options:

- A. The employee may elect to receive only his/her workers' compensation payments and no sick leave will be deducted during the period covered by the workers' compensation payments; or
- B. The employee may voluntarily turn in their first and all subsequent workers' compensation payments and will, in turn, receive their regular paychecks and benefits.
 - 1. For the first twelve (12) months, no sick leave will be permanently deducted from the employee's accruals when the employee turns their workers' compensation payments over to the City. The City will restore the sick leave balance, temporarily deducted, after receipt of the employee's workers' compensation check.
 - 2. After the expiration of twelve (12) months, only that portion of sick leave needed to make-up for the difference between the workers' compensation payments and the employee's regular paycheck will be permanently deducted from the employee's accruals when the employee turns their workers' compensation payments over to the City. The City will restore the sick leave balance, temporarily deducted, after receipt of the employee's workers' compensation check.

~~Normally, SAIF or Workers' Compensation will pay a percentage of any employee's regular salary for time lost from the job. Any employee who is eligible to receive time loss payments under the Workers' Compensation Law shall, for the duration of such payments not to exceed six (6) months, receive only that portion of his regular salary which together with said SAIF or Workers' Compensation payments will equal his regular net salary.~~

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Section 2. ~~During the six (6) month duration while the employee received SAIF or Workers' Compensation benefits, accrued sick leave will not be deducted from the employee and the employee's sick leave shall continue to accrue.~~

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Section 3. ~~After the six (6) month duration, should the employee continue to receive SAIF or Workers' Compensation benefits, the employee's accrued sick leave and/or accumulated vacation shall be deducted at the rate of eight (8) hours sick leave and/or accumulated vacation for each day the employee remains disabled.~~

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Section 4. **Renumber as Section 2.** At such time that the employee no longer has accrued sick leave and/or vacation time, the employee shall receive only those benefits provided by SAIF or Workers' Compensation.

ARTICLE 19– PERSONNEL RECORDS

Section 1. An employee may, upon request, inspect the contents of his/her official City personnel file. Grievance materials shall be kept in a separate file after the grievance has been resolved. No material of an adverse nature may be used against an employee unless introduced into his/her personnel file as described in this Article, except as provided in Article 4 related to corrective actions. Employer may maintain supervisory files for the purposes of yearly evaluations or record counseling measures. Employees will be provided written/electronic copy of matters placed in a supervisory file. Materials in the supervisory file will be purged after twenty-four (24) months from when the corrective action was given.

Section 2. No information reflecting critically upon an employee shall be placed in the employee personnel file that does not bear the signature of the employee. The employee shall be requested to sign such material to be placed in his/her personnel file provided the following disclaimer is attached:

“Employee signature confirms only that the supervisor has discussed and given a copy of the material to the employee, and does not indicate agreement or disagreement.”

If the employee is not available within a reasonable period of time, or the employee refuses to sign the material, the Employer may place the material in the file, provided a statement has been signed by two management representatives and a copy of the document was mailed to the employee at his/her address of record and a copy to the Union.

Section 3. If the employee believes that any of the above material is incorrect or a misrepresentation of facts, he/she shall be entitled to prepare in writing, his/her explanation or opinion regarding the prepared material. This shall be included as part of his/her personnel record until the material is removed.

Section 4. An employee may include in his/her personnel file, copies of any relevant materials he/she wishes, such as letters of favorable comment, licenses, certificates, college course credits, or any other materials which relate creditably on the employee. Material reflecting caution, consultation, warning, admonishment or reprimand shall be removed upon the mutual consent of the employee and his/her supervisor.

Section 5. An employee may, upon request, review and obtain copies of any of the contents of his personnel file or supervisory file.

Section 6. There shall be only one (1) official personnel file.

ARTICLE 20 – EXISTING PRACTICES

Only such existing and future work rules and benefits as are expressly and specifically covered by the terms of this Agreement shall be affected by the recognition of the Union and the execution of this Agreement. It is jointly recognized that the City must retain authority to fulfill and implement its responsibilities and may do so by work rules, oral or written, existing or future. It is agreed that no work rules will be promulgated or implemented which are contrary to the terms of a specific provision of this Agreement. All written work rules, existing or future, will be furnished to affected employees. The City agrees to reduce major changes in work rules to writing and provide the Union with such changes.

ARTICLE 21– CONTRACTING/SUBCONTRACTING

Section 1. The Union recognizes that the City retains the right to contract and subcontract work provided that, as to work presently and regularly performed by members of the bargaining unit, the City agrees to afford an opportunity to the Union to make a presentation to the City Council on the effect of such action on the employment of the bargaining unit prior to the City finalizing and implementing a decision.

Section 2. The City agrees to provide notice to the Union and its Local President that it is considering contracting or subcontracting bargaining unit work at least twenty (20) days prior to consideration of such action at a public meeting. The City will provide the Union with all relevant information affecting the decision. Should the City Council decide to give the issue further consideration, the City will advise the Union of its timetable for decision making. Times will be set by the City Council in accordance with the City's timetable for the Union presentation. Such agreement by the City to allow a presentation shall constitute full and complete satisfaction of any City duty to bargain the decision and/or impact on employees of subcontracting required under ORS 243.

Section 3. The City agrees to give full consideration to all information and recommendations submitted by the Union in a timely manner, prior to making a final decision. Under no circumstances will the City make a final decision to contract out bargaining unit work without allowing such presentation and considering any Union input.

Section 4. Once the City makes a decision to contract out, it will place employees displaced by the contracting in vacant City positions, provided in the City's judgment, they meet the qualifications established by the City.

ARTICLE 22– WAIVER AND SCOPE OF BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived by the parties after the exercise of that right and opportunity are set forth in this Agreement. During the life of this contract, however, the parties may bargain collectively about the terms of successor collective bargaining agreements.

ARTICLE 23- OVERTIME

Section 1. Time assigned by the City in excess of an eight (8) or ten (10) hour day (where the City has initiated a 4/10 work schedule) or forty (40) hours in a workweek shall be considered as overtime and shall be compensated at one and one-half (1 ½) times the employee's regular rate of pay as shown on the salary schedule. The City may at its option compensate in the form of compensatory time off on a one and one-half (1 ½) hour for each hour worked basis up to the first ~~two hundred forty (240)~~ **one hundred sixty (160)** hours of overtime worked.

Section 2. Overtime shall be computed to the nearest fifteen (15) minutes, either way. However, personal clean-up time shall not count for purposes of overtime compensation, unless the employee was not provided the reasonable opportunity to personal clean up as provided by Article 6.4

Section 3. An employee may be directed and assigned by the City to work in addition to the employee's regular work schedule. However, the City will attempt to assign overtime to qualified volunteers first, and will, whenever possible, equally distribute overtime assignments among those employees who volunteer for the time and are qualified to perform the necessary work.

ARTICLE 24– SAVINGS CLAUSE

Should any article, section or portion thereof, of this Agreement be in violation of State or Federal Law or held unlawful or unenforceable by an opinion of the Attorney General of the State of Oregon or by any court of competent jurisdiction, or any administrative agency of the State of Oregon having jurisdiction over the subject matter, such decision shall apply only to the specific article, section or portion thereof, directly specified in the decision. Upon issuance of any such decision, the parties agree to meet to negotiate a substitute, if possible, for the invalidated article, section or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

ARTICLE 25– CITY SECURITY

For the purpose of this Agreement, the word “strike” shall be defined as any interruption or cessation of services or other sanctions brought by the Union which the City, in its judgment, decides affects the operations of the City.

Section 1. During the term of this Agreement, the Union and the employees, as individuals or as a group, guarantee they will not authorize, initiate, cause, aid, condone, permit, participate or join in any strike, work stoppage, slowdown, sick-out, picketing (except informational picketing), or any other concerted interruptions of City operations and services by employees.

Section 2. In the event of a violation of this Article by the Union and/or the employees, the City may selectively, in addition to other lawful remedies, discipline such employees, up to and including discharge.

Section 3. Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage, slowdown, observance of a picket line, picketing, or any other interruption of work.

Section 4. In the event a dispute over a reclassification request remains unresolved, the above provisions of this Article shall not apply.

ARTICLE 26- PROBATIONARY PERIODS

Section 1. All initial appointments shall be tentative and subject to a probationary period of not less than six (6) consecutive ~~months~~ months' service. Promotional appointments shall be subject to a probationary period of three (3) months.

Section 2. In unusual cases where the responsibilities of a position are such that a longer period is necessary to demonstrate an employee's qualifications, the probationary period may be extended; however, no initial probationary period shall be extended beyond nine (9) months total and no promotional period shall be extended beyond six (6) months total. The employee shall be notified in writing of any extension and the reasons therefore.

Section 3. During the initial probationary period, the employee shall not be eligible for vacation benefits, but she/he shall earn vacation credits to be taken at a later date.

Section 4. Upon satisfactory completion of the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position, shall gain regular status, and shall be so informed by the appropriate ~~supervisor.~~ supervisor. Upon completion of the employee's probationary period, the employee will be eligible for advancement to the next step of the salary schedule based upon merit and ability. (copied from Article 15)

Section 5. During the initial probationary period, an employee may be terminated at any time without appeal. In the case of promotional appointment, the promoted employee may be demoted at any level during the probationary period, without appeal, provided the employee be reinstated in the class designation from which the employee was promoted.

ARTICLE 27– EMPLOYEE CONDUCT

Section 1. Personal business shall not be conducted during working hours.

Section 2. Employees shall be responsible to make timely payment of any monies owed to the City.

ARTICLE 28 – RESIGNATION

To resign in good standing, an employee shall give the City Administrator or his designee no less than ten (10) working ~~days~~^{days} prior notice of such resignation unless the City Administrator or his designee agrees to permit a shorter period of notice because of extenuating circumstances. Employees will be given twenty-four (24) hours to withdraw a resignation once submitted. Withdrawals must be in writing and provided to the City Administrator or designee. Resignations are considered accepted and valid after twenty-four (24) hours from receipt. The notice of resignation shall be in writing and shall contain the reasons for leaving the City service. In the event an employee is considering retirement, two (2) months advance notice to the City Administrator is required.

Failure to comply with this Section shall be entered in the employee's service record and may be cause for denying future employment with the City.

ARTICLE 29 – LABOR/MANAGEMENT COMMITTEE

A Labor Management Committee consisting of Management representatives and at least three (3) AFSCME members will meet every two (2) months, upon request of either party or more often by mutual agreement, to discuss issues, subjects of concern, or other topics brought forward by either party. The meetings may be cancelled by mutual agreement if neither party has any items for discussion. The Committee is limited to recommendations only.

CITY PROPOSAL 3/26/19

ARTICLE 30- TERM OF AGREEMENT

This Agreement shall be effective July 1, 2016, **19 with Appendix "A" being effective retroactively to January 1, 2019** and shall continue in full force and effect until the 30th day of June, 2019. **22** This Agreement shall remain in full force and effect during the period of negotiations or until notice of termination of this agreement is given by either party.

At the expiration of the contract on June 30, 2019 **22** it shall be automatically renewed from year to year thereafter unless one of the parties notifies the other in writing by January 31st of the expiring year of intent to negotiate a successor agreement. In the event that such notice is given, negotiations shall begin ~~no~~ **no** later than three (3) months prior to the anniversary date.

IN WITNESS WHEREOF, the parties hereto have set their hand this _____ day of _____, 2016. **19**

FOR THE CITY:

FOR THE UNION:

Thomas Mersereau, Mayor
Jacque Betz, City Administrator

Stacy Chamberlain, AFSCME
Ross Kiely, AFSCME

Eric Swanson, City Manager
Nancy McDonald, Interim HR Director

Chris Mott, AFSCME

Justin Poyser, PW Supervisor

~~Elizabeth Taylor,~~ **Hayley Kratz** AFSCME

see new document Appendix "A"

APPENDIX "A"
CITY OF GLADSTONE
AFSCME
SCHEDULE OF MONTHLY SALARIES

		2016-17				
2.75% Increase						
RANGE/CLASSIFICATION		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
-	-	-	-	-	-	-
13-U	Library Assistant-I	3,082.50	3,233.54	3,387.67	3,553.10	3,727.77
-	-	-	-	-	-	-
17-U	Library Assistant-II	3,387.67	3,553.10	3,727.77	3,908.61	4,100.75
-	-	-	-	-	-	-
18	Assistant Acct Clerk	3,432.88	3,601.39	3,778.12	3,963.07	4,156.24
-	Utility Worker-II	-	-	-	-	-
-	-	-	-	-	-	-
22-U	Court Clerk	3,818.19	4,005.20	4,200.42	4,407.98	4,623.75
-	Accounting Clerk	-	-	-	-	-
-	-	-	-	-	-	-
26-U	Utility Worker, Journey	4,005.20	4,200.42	4,406.95	4,623.75	4,847.75
-	Waterworks, Journey	-	+5% for Utility Worker, Journeyman	-	-	-
-	-	-	-	-	-	-
		2017-18				
2.0% Increase						
RANGE/CLASSIFICATION		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
-	-	-	-	-	-	-
13-U	Library Assistant-I	3,144.15	3,298.21	3,455.42	3,624.16	3,802.33
-	-	-	-	-	-	-
17-U	Library Assistant-II	3,455.42	3,624.16	3,802.33	3,986.78	4,182.77
-	-	-	-	-	-	-
18	Assistant Acct Clerk	3,501.54	3,673.42	3,853.68	4,042.23	4,239.36
-	Utility Worker-II	-	-	-	-	-
-	-	-	-	-	-	-
22-U	Court Clerk	3,894.55	4,085.30	4,284.43	4,496.13	4,716.23
-	Accounting Clerk	-	-	-	-	-
-	-	-	-	-	-	-
26-U	Utility Worker, Journey	4,085.30	4,284.43	4,495.09	4,716.23	4,944.70
-	Waterworks, Journey	-	+5% for Utility Worker, Journeyman	-	-	-

		2018-19				
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
2.0% Increase		-	-	-	-	-
RANGE/CLASSIFICATION						
13-U	Library Assistant I	3,207.03	3,364.18	3,524.53	3,696.64	3,878.37
17-U	Library Assistant II	3,524.53	3,696.64	3,878.37	4,066.52	4,266.42
18	Assistant Acct Clerk	3,571.57	3,746.88	3,930.75	4,123.18	4,324.15
	Utility Worker II	-	-	-	-	-
22-U	Court Clerk	3,972.44	4,167.00	4,370.12	4,586.06	4,810.55
	Accounting Clerk	-	-	-	-	-
26-U	Utility Worker, Journey	4,167.00	4,370.12	4,584.99	4,810.55	5,043.59
	Waterworks, Journey	+5% for Utility Worker, Journeyman		-	-	-

Appendix B
City of Gladstone
DRUG AND ALCOHOL TESTING POLICY
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Policy Statement

The City of Gladstone (City) is strongly committed to providing a safe, drug-free workplace. In addition, an employee substance abuse testing program is mandated for all entities regulated by the Department of Transportation (DOT). For these reasons, the City is implementing a substance abuse testing policy which applies to all applicants for, and employees who hold, "covered driver" positions.

The City recognizes each individual's value and contribution to the services we provide to the public. Therefore, this Policy includes assistance to employees who wish to overcome an alcohol or drug dependency problem (see "Employee Assistance Program and Self-Referral").

This Drug and Alcohol Testing Policy ("Policy") is intended to comply with FHWA regulations, changes in which will supersede specific policy provisions.

Who Will Be Tested and When

Covered drivers are defined as those who are required to hold commercial driver's licenses for their jobs. Such applicants and employees fall under the Federal Highway Administration (FHWA) drug and alcohol testing regulations ("Controlled Substances and Alcohol Use and Testing," 49 CFR Part 382). Generally, covered drivers are operators of commercial motor vehicles which 1) are greater than 26,000 pounds GVWR, 2) carry hazardous materials in placardable quantities, or 3) carry 16 or more passengers, including the driver.

Covered drivers may be tested for drugs or alcohol whenever they are on duty. For the purposes of this Policy, "on duty" is defined as any time an individual is on the job and ready to perform safety-sensitive functions. Time spent in association with drug testing specimen collection and/or alcohol testing shall be considered "on-duty" time.

Education and Training

The City will distribute information to employees on the Drug and Alcohol Testing Policy; the dangers of drug and alcohol abuse in the workplace; and drug counseling, rehabilitation, and employee assistance resources. Employees will be required to sign a form acknowledging receipt of this information.

At the time of hire, new covered drivers will receive specific information regarding the City's Drug and Alcohol Testing Policy and be informed of their responsibilities with respect to compliance with federal drug and alcohol testing regulations.

Supervisors of covered drivers who may be required to make "reasonable suspicion" determinations will receive training on recognition of the physical, behavioral, speech and performance indicators of probable alcohol and controlled substances use. The duration of the training will be at least sixty minutes each for 1) alcohol and 2) controlled substances use recognition, with additional follow up training to be provided, to maintain and increase supervisory proficiency.

Employee Assistance Program and Self-Referral

The City will support treatment efforts for covered drivers with drug/alcohol problems who, prior to official discovery, voluntarily seek assistance.

Employees seeking treatment for drug and alcohol abuse will be treated under the City's current Union Labor Agreement.

An employee who voluntarily puts forth information to the City that he/she has a drug or alcohol related problem will provide the City with appropriate return to duty documentation from a Licensed Substance Abuse Professional.

The City Recorder/Human Resources Manager will provide information about existing leave and medical benefits provided under employment policies applicable to the driver at that time.

Prescription Medications

Under the City's own authority, covered drivers are required to notify their immediate supervisors when they are taking prescription medications with warning labels (for example, relating to the operation of vehicles, heavy equipment, or machinery).

The City does not request information about the condition for which medication is prescribed, only that it has been prescribed. In some cases, it may be necessary to temporarily re-assign covered drivers until the course of medication is completed.

If a driver is in doubt about a medication's effect on work performance, he/she should ask the prescribing physician or pharmacist for clarification.

Prohibitions

F.H.W.A regulations specify the following prohibitions:

- 1) Covered drivers must not use alcohol within four (4) hours prior to reporting for duty ("pre-duty use").
- 2) Covered drivers are prohibited from possessing alcohol while on duty; from using alcohol while on duty; and from having alcohol present in their systems at a level of 0.02 g/210 L¹ or greater while on duty. Those with levels of 0.02 or greater as demonstrated by breath alcohol testing are subject to immediate removal from duty for a minimum of 24 hours (see also "Discipline".)
- 3) Covered drivers are prohibited from using alcohol after an on-the-job accident until:
 - a. The Human Resources Department has determined that alcohol testing is not required, OR
 - b. A breath alcohol test has been completed, OR
 - c. Eight (8) hours have passed since the accident.
- 4) Covered drivers must not show evidence of the use of controlled substances without a valid prescription.
- 5) Refusal by a covered driver to submit a urine or breath specimen when required by federal regulations will have the same consequences as a positive drug test result, or a breath alcohol test result of 0.04 or greater, (see "Discipline" section), and result in the immediate removal of the employee from duty. In addition, refusal of a test after a fatal accident may result in more severe penalties under Federal law.

Investigation of Previous Testing

As a condition of employment, applicants for covered driver positions will be required to authorize previous employers to release specific information regarding previous alcohol and drug tests.→

No pre-employment drug test will be required if an applicant for a covered driver position can document:

¹ Breath testing results are given in grams of alcohol per 210 liters of breath (g/210L)

- 1) Participation in a drug testing program which meets FHWA requirements during the (30) thirty days prior to application
AND
- 2) a negative drug test within the (6) six months prior to application,
OR
 - a. Participation in a random drug testing program for (12) twelve months prior to application.
AND
- 3) No violation of alcohol or controlled substance prohibitions within the six months prior to application.

The City reserves the right to require applicants to undergo pre-employment drug and/or alcohol testing, whether or not such documentation is provided.

Types of Drug and Alcohol Testing Required

The following are occasions for drug and alcohol testing under this policy:

1. Pre-employment Testing

Pre-employment drug testing is required for all covered driver positions, except as noted above (“Investigation of Previous Testing”). A notice will be posted that drug testing is a requirement of the application process. Anyone who does not wish to proceed with the application may withdraw without question.

A drug test result which is verified as positive for unauthorized use of controlled substances will disqualify the applicant for the covered driver position.

2. Random Testing

Definition of Random Test. A random test is a test that is unannounced, and where every person in the random selection “pool” has an equal chance of being selected for testing each time a selection occurs. Random testing is considered to be an effective deterrent to substance abuse. Covered drivers are required to be randomly tested under DOT regulations.

Method of Random Selection: The City has contracted with an outside drug testing management service (see Appendix D) to perform computerized random selections on its covered employees. Selections occur quarterly on a randomly selected date. Selections are therefore spread reasonably throughout each 12-month period.

A number of drug tests equal to at least 50% of the number of individuals in the program will be completed annually, as required by DOT drug testing regulations; a number of alcohol tests equal to at least 25% of the number of individuals in the program will be completed annually.

Procedure for Notification and Specimen Collection/Testing:

- 1) The drug testing management service will maintain a secure data base of individuals covered by the Federal Highway Administration’s drug and alcohol testing regulations.
- 2) On a randomly selected date, the service will transmit a coded list of individuals who have been selected for testing to the Human Resources Department.
- 3) The Human Resources Department or his/her designated representative will notify the individual in person or by telephone that he/she has been selected to provide a urine and/or breath specimen for testing. The date and time of notification will be recorded on the transmitted, coded list.
- 4) Immediately after being notified, each individual selected for testing must proceed to a specimen collection and/or alcohol testing facility. If the individual is in a remote location, the Human Resources will arrange for him/her to go to a local clinical facility so that specimen collection and/or breath testing are completed expeditiously.

Reasonable Suspicion Testing

“Reasonable suspicion” means that an individual has given a supervisor or other responsible manager reason to believe that he/she may be impaired, intoxicated, or under the influence of a controlled substance or alcohol.

A reasonable suspicion test will be required under the following conditions:

- 1) The City shall require a driver to submit to an alcohol test when the City has reasonable suspicion to believe that the driver has violated the prohibitions of this policy concerning alcohol. The City’s determination that reasonable suspicion exists to require the driver to undergo an alcohol test must be based on specific, contemporaneous, particularly observations concerning the appearance, behavior, speech or body odors of the driver.
- 2) The City shall require a driver to submit to a controlled substances test when the City has reasonable suspicion to believe that the

driver has violated the prohibitions of this policy concerning controlled substances. The City's determination that there is sufficient reasonable suspicion requiring the driver to undergo a controlled substances test must be based on specific, contemporaneous, particularly observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include indications of chronic or withdrawal effects of controlled substances.

The "reasonable suspicion" behavior should be witnessed by at least two supervisors, if possible. But only one observation is required. Those who make a decision to test an employee will be trained in identifying appearance or conduct that indicate the possible use of controlled substances or misuse of alcohol.

Any "reasonable suspicion" incident will be documented as soon after the incident as possible. The City will ensure that the employee involved is immediately removed from the workplace and is escorted by a supervisor to a urine specimen collection, or alcohol-testing site. The employee will NOT be allowed to proceed to the site unaccompanied.

Employees will have access to union representation if requested at every step of the "reasonable suspicion" testing procedures, except during specimen collection.

Post-Accident Testing

A reportable accident under Federal Highway Administration regulations is defined as an accident in which a covered driver was operating a commercial motor vehicle and in which:

- 1) A fatality occurred; or
- 2) The driver received a citation for a moving traffic violation AND a person involved in the accident needed medical care away from the scene of the accident; or
- 3) The driver received a citation for a moving traffic violation AND one or more vehicles involved in the accident needed to be towed from the scene of the accident.

**Covered THE CITY drivers see Section E.

Under FHWA regulations, employees involved in a reportable accident are required to be:

- Tested for alcohol as soon as possible, but in no case later than 8 hours after the incident.

- Drug tested as soon as possible, but in no case later than 32 hours after the incident.

The City will ensure that the employee involved in a reportable accident will be immediately removed from duty, and escorted to a collection/testing site. A union representative shall be notified immediately upon the request of the employee. This representation shall not delay established testing procedures. A list of qualified union representatives will be provided to the City.

An employee who is seriously injured and cannot provide a specimen for testing may be requested to authorize the release of relevant hospital reports and other documentation that would indicate whether there were any controlled substance(s) in his/her system at the time of the incident.

The City will provide its covered drivers with any necessary information and procedures to enable them to meet federal requirements for post-accident testing.

Return to Duty and Follow-up Testing

FHWA regulations and this Policy require return to duty and follow-up drug and alcohol testing when a covered driver has been evaluated by a Substance Abuse Professional and has been found to need assistance with resolving his/her drug abuse and/or alcohol misuse problem. Under these conditions, a negative drug and/or alcohol test is required prior to return to duty and at least six (6) follow-up tests are required during the twelve (12) months following return to duty. Follow-up testing may continue for no longer than sixty months following return to duty. THE CITY will comply with these mandated testing requirements.

Please refer to "Return to Duty Procedures "and" Disciplinary Action and Procedures" for additional information.

Costs of Testing

The City will be responsible for payment of all pre-employment, pre-duty, post-accident, random, and reasonable suspicion tests.

The City will be responsible for payment of any requested split tests, return to duty, and follow-up tests with a test result of negative, or canceled.

The employee will be responsible for payment of any requested split tests, return to duty, and follow-up tests with a positive result. The City agrees to pay for the test and then collect from the employee.

DRUG AND ALCOHOL TESTING PROCEDURES

Drug Testing

- 1) Urine specimen collection for drug testing will be performed by qualified individuals in conformance with current standards of practice, using chain of custody procedures specified by DOT regulations (49 CFR Part 40) and with respect for the privacy and dignity of the person giving the specimen. Drug test specimens will be collected to provide at least 30 mL of urine in a “primary specimen” shipping bottle and at least 15 mL of urine in a “split specimen” shipping bottle, as described in Appendix B.
- 2) Drug testing will be performed only by laboratories certified by the Substance Abuse and Mental Health Administration (SAMHSA) of the U.S. Department of Health and Human Services (previously “NIDA”). The City’s primary drug testing laboratories are given in Appendix D.
- 3) When an initial screening test for drugs is positive, a second, confirmatory test will automatically be performed. Confirmatory positive drug tests will be reported by the testing laboratory to the MRO for verification (~~see “Drugsee”~~ Drug Test Results Review).
- 4) As a quality assurance measure, The City’s drug testing management service will submit at least (3) three blind samples to the certified laboratory for every 100 applicant/employee samples submitted as required by DOT regulations (49 CFR Part 40). A summary of the results of this quality assurance program will be provided to the City annually.

Breath Alcohol Testing

- 1) Breath alcohol testing will be performed only by qualified Breath Alcohol Technicians (see Appendix C). Testing will be conducted using evidential breath alcohol testing devices listed on the Conforming Products List of the National Highway Traffic Safety Administration.
- 2) Breath alcohol tests with results below 0.02 require no further action.
- 3) Tests with results of 0.02 or above will be confirmed as follows:
 - a. The individual being tested is instructed not to smoke, use mouthwash, drink, or eat for a period of 15 minutes.

- b. Within 20 minutes of completion of the initial screening test, a confirmatory breath test is conducted per 49 CFR Part 40. The result is recorded in the “Confirmation Test Results” section of the Alcohol Test Form.
- 4) If the result of the confirmed breath alcohol test is 0.02 or greater, the Breath Alcohol Technician must immediately notify the Human Resources Manager, which will arrange for transportation of the individual from the alcohol testing site. The Breath Alcohol Technician will then forward a copy of the Alcohol Test Form to the Human Resources Manager.

DRUG TEST RESULTS REVIEW

A drug test result on a covered driver will be considered positive ONLY if it has tested positive initially, been confirmed positive by gas chromatography-mass spectrometry (GC-MS), and been reviewed and verified by the Medical Review Officer (MRO).

A positive drug test result is defined as the detection of any one or more of the substances listed in the table shown below.

Substance or Class	Initial Screening Cut-off	Confirmation Cut-off
Amphetamines	1000 ng/mL	500 ng/mL
Cocaine	300 ng/mL	150 ng/mL ¹
Marijuana (THC)	50 ng/mL	15 ng/mL ²
Opiates	300 ng/mL	300 ng/mL
Phencyclidine (PCP)	25 ng/mL	25 ng/mL

¹ as benzoylecgonine

² as delta-9-THC

A confirmed positive test from a certified laboratory does not automatically identify an employee or applicant as having used drugs in violation of a DOT regulation. The MRO brings detailed knowledge of possible alternate medical explanations to his/her review of the test results. This review is performed by the MRO prior to the transmission of results to the City.

Medical Review Officer Role

The MRO is a consulting physician who is a licensed doctor of medicine or osteopathy with knowledge of substance abuse disorders, symptoms, treatment, and toxicology. The MRO’s primary function is to review, interpret and report

positive test results of the applicant or employee. The MRO or his/her authorized representative will also report negative test results.

Before reporting a positive drug test result on a covered employee to the company, the MRO will give the “donor” (applicant or employee) a chance to discuss it. If a prescription drug is involved, the donor will be asked to provide the name of the medication and the prescribing doctor’s name for verification. The MRO may review the employee’s medical history, any relevant biomedical factors, and medical records made available by the employee to determine whether a positive test resulted from legally prescribed medication before verifying a test result as “positive” or “negative.”

The MRO may communicate a positive result on a covered donor to the City if:

- 1) The donor has told the MRO or his/her authorized representative that he/she does not wish to discuss the results of the test; or
- 2) The MRO has spoken with the donor, and has concluded that the positive drug test result indicates unauthorized use of a controlled substance; or
- 3) The MRO can’t reach the donor, and has asked the Human Resources Department to contact the donor and relay the message to contact the MRO; but the donor has not responded within (5) five days of documented receipt of the message.

NOTE: If a test is verified positive under the latter circumstances, the donor may give the MRO information documenting that serious illness, injury, or other circumstances unavoidably prevented him/her from contacting the MRO. On the basis of this information, the MRO may re-open the verification, allowing the donor to present information concerning a legitimate explanation for the positive test. If the MRO concludes that there is a legitimate explanation, the MRO shall verify the test as negative.

Upon verifying a test result as positive, the MRO will inform the donor of the option for having the “split” portion of his/her specimen tested. The donor must notify the MRO of a desire to exercise this option within 72 hours of being notified of the positive result.

The MRO will not delay reporting of a verified positive test result pending “split” specimen testing. If a donor requests testing of the “split” specimen but none is available, the MRO will cancel the test.

Communication of Results

The MRO or his/her designated representative will report test results ONLY to individuals authorized by the City to receive them. Confidentiality will be strictly maintained. If the result is positive, the MRO or his/her authorized representative will report the identity of the controlled substance.

Employees and applicants may obtain copies of their test results by requesting them in writing from the MRO within 60 days of being notified of the results.

FAILURE TO COOPERATE

Failure to cooperate with any aspect of this Policy, including but not limited to falsifying or attempting to falsify test results or specimens or refusing to cooperate in testing will subject the employee to progressive discipline, up to and including discharge. Any covered driver who refuses to take a drug or alcohol test to comply with FHWA regulations (49 CFR Part 382) will be immediately removed from duty as required by these federal regulations.

DISCIPLINARY ACTION AND PROCEDURES

- 1) An otherwise qualified applicant for a covered driver position whose drug test results are negative and who has documented satisfactory participation in a previous employer's drug and alcohol testing program, will be considered qualified for the position offered. Applicants with verified positive drug test results will be considered ineligible for the position.
- 2) Any covered driver found to be in violation of this Drug and Alcohol Testing Policy will be removed from duty and will be subject to progressive discipline, up to and including discharge. Violations include:
 - a. Alcohol possession or use in violation of the prohibitions stated in this Policy (e.g. pre-duty, post-accident; see page 2)
 - b. An alcohol test result of 0.04 or greater
 - c. A verified positive drug test result
 - d. Refusal to test or to cooperate

- 3) A covered driver determined to have evidence of alcohol in his/her system below 0.04 will be subject to progressive discipline.
 - a. On the first occasion in any two-year period in which a covered driver has a breath alcohol test result of 0.02 or greater, but less than 0.04, he/she will be immediately removed from work for the remainder of his/her shift. The covered driver would have the option of returning to work at the start of his/her next regularly scheduled shift but would remain in a non-duty status until 24 hours had elapsed since the time of his/her test. The time away from work may be considered vacation time or personal leave time, if such is available; otherwise, it will be considered leave of absence without pay. No further alcohol testing will be required prior to resuming work at the end of the 24-hour period. This occurrence shall be considered a violation of this Policy, and will subject the employee to progressive discipline.
 - b. The second and any subsequent occasion in any two-year period in which a covered driver has a breath alcohol test result of 0.02 or greater, but less than 0.04, he/she will be immediately removed from work for a period of at least 24 hours. The time away from work may be considered vacation time or personal leave time, if such is available; otherwise, it will be considered leave of absence without pay. No further alcohol testing will be required prior to resuming work at the end of the 24-hour period. These occasions will be considered violations of this Policy, and will subject the employee to progressive discipline.
- 4) Covered drivers who have come forward and voluntarily entered into drug and/or alcohol evaluation and treatment programs shall not have that admission used as a step against them in progressive disciplinary proceedings.
- 5) Any combination of verified positive drug and confirmed alcohol tests shall be treated under the drug discipline procedures.

- 6) Under the City's own authority, any covered driver who has had a confirmed alcohol result of 0.04 or above shall be subject to progressive disciplinary procedures. Before returning to duty, they must agree to the following conditions:
- a. First Incident
 - i) Meet all return to duty requirements of the FHWA
 - ii) In the event the Substance Abuse Professional does not specify any follow-up testing, shall undergo two (2) periodic unannounced drug and/or alcohol tests at the discretion of the Human Resources Department within one (1) year of returning to duty. These tests will be conducted under City authority, in addition to any other required tests.
 - b. Second Incident
 - i) Meet all return to duty requirements of the FHWA
 - ii) In the event the Substance Abuse Professional does not specify any follow-up testing, shall undergo six (6) periodic unannounced drug and/or alcohol tests at the discretion of the Human Resources Department within one (1) year of returning to duty. These tests will be conducted under City authority, in addition to any other required tests.
 - iii) Enter into a pre-dismissal hearing including a last chance agreement.
 - c. Third Incident
 - i) Termination (a pre-dismissal hearing will be allowed.)
- 7) Under the City's own authority, any covered driver who has had a verified positive drug test shall be subject to progressive disciplinary procedures. Before returning to duty, he/ she must agree to the following conditions:
- a. First Incident
 - i) Meet all return to duty requirements of the FHWA
 - ii) In the event the Substance Abuse Professional does not specify follow-up testing, the employee shall undergo six (6) periodic unannounced drug tests at the discretion of the Human Resources Department within one (1) year of returning to duty. These tests will be conducted in addition to any other required tests.

- b. Second Incident
 - i) Meet all return to duty requirements of the FHWA
 - ii) Enter into a pre-dismissal hearing including a last chance agreement

- c. Third Incident
 - i) Termination (a pre-dismissal hearing will be allowed)

RETURN TO DUTY PROCEDURES

The following statements reflect the return to duty and follow-up testing requirements of the FHWA:

- 1) Covered drivers who have had alcohol test results of 0.04 or greater must be evaluated, undergo treatment, if required, and be recommended for return to work by the Substance Abuse Professional. A “return to duty” alcohol test with a result less than 0.02 is required prior to resumption of safety-sensitive or covered driving functions.
- 2) Covered drivers who have had verified positive drug tests must be evaluated, undergo treatment, if required, and be recommended for return to work by the Substance Abuse Professional. A negative “return to duty” drug test is required prior to resumption of safety-sensitive or covered driving functions.
- 3) Covered drivers may be subject to periodic unannounced follow-up alcohol and/or drug testing as determined by the Substance Abuse Professional who evaluated the employee. If the driver was found to need assistance in resolving his/her alcohol misuse or drug abuse problem, a minimum of six (6) such follow-up tests must be conducted during the twelve (12) months following the driver’s return to duty.

RECORD KEEPING PROCEDURES

The City's Human Resources Department will maintain drug testing records in a secure filing system, separate from the City Personnel files, with information available only on a "need to know" basis.

A driver is entitled, upon written request, to obtain copies of any records concerning his/her use of alcohol or controlled substances. Requests for such information may be directed to the Human Resources Department or to the City drug testing management service (see Appendix D)

Information regarding an individual's drug test results or rehabilitation may be released only upon written consent of the individual, except:

- 1) Such information must be released to the Secretary of Transportation, any DOT agency, or any state or local officials with regulatory authority over the employer or any of its drivers.
- 2) Such information may be disclosed in a lawsuit, grievance, or other proceeding initiated by or on behalf of the covered driver and arising from an alcohol test and/ or a verified positive drug test or from The City's determination that the driver engaged in conduct prohibited by FHWA regulations.
- 3) When requested by the National Transportation Safety Board as part of an accident investigation, The City will disclose information regarding post-accident alcohol and/or drug testing.

The City shall release information regarding a covered driver's records to a subsequent employer upon receipt of a specific written request authorizing release of the records to an identified person.

Record Retention

The following schedule of record keeping will be maintained by the Human Resources Department and his/her authorized agents:

- Negative and canceled drug test records; records of alcohol test results less than 0.02 1 year
- Specimen collection/alcohol test records; records of supervisor training 2 years
- Records of verified positive drug test results; alcohol test results of 0.02 or greater; refusals to be tested for drugs and/or alcohol; SAP evaluations and referrals 5 years

- Documentation of EBT calibration 5 years
- Calendar year record of total number of employees tested and the results of tests 5 years

INFORMATIONAL RESOURCES

Information on this Policy and associated procedures is available Monday through Friday, from 8 a.m. until 5 p.m. from:

Human Resources Department
Telephone: -(503) 722-3426

Questions may also be addressed directly to The City's drug testing management service (see Section D).

Section A

Definition of Terms

For the purposes of this Policy, the following definitions apply.

Accident:

Reportable accident (covered drivers): ~~An~~: An accident involving a commercial motor vehicle in which:

- a. A fatality occurred; OR
- b. The driver received a citation for a moving traffic violation AND a person involved in the accident needed medical care away from the scene of the accident; OR
- c. The driver received a citation for a moving traffic violation AND one or more vehicles involved in the accident needed to be towed from the scene of the accident; OR
- d. As described in Appendix E for The City's covered employees.

Alcohol: Ethyl alcohol or ethanol

Human Resources Manager: Designated Manager with responsibility for implementing The City's Drug and Alcohol Testing Policy.

Blind Sample: A urine specimen submitted to a laboratory for quality control testing purposes, with a fictitious identifier, so that the laboratory cannot distinguish it from employee specimens, and which is spiked with known quantities of specific drugs or which is blank, containing no drugs.

Breath Alcohol Technician: An individual who has been trained to proficiency in the operation of the evidential breath testing device he/she is using as required under 49 CFR Part 40.

Breath Alcohol Testing Site: A location which affords visual and aural privacy for the performance of breath alcohol testing. No unauthorized person shall be permitted access to the breath alcohol testing site when the evidential breath testing device is unsecured or at any time when testing is being conducted. In unusual circumstances, e.g. after an accident when a test must be conducted outdoors, the breath alcohol technician must provide visual and aural privacy to the greatest extent practicable.

CFR: United States Code of Federal Regulations

Chain of Custody: Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. These procedures shall require that an appropriate drug testing custody form from a Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory be used from time of collection to receipt by the laboratory.

Collection Site: A designated clinic/facility where applicants or employees may present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.

Collector: A person who instructs and assists applicants and employees through the urine specimen collection process.

Confirmation Test: A second analytical drug testing procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GC-MS) is the only authorized confirmation method for DOT mandated drug testing.

Controlled Substances: Substances listed on Schedules I through V in 21 U.S.C. 802 as they may be revised from time to time (21 CFR 1308). Controlled substances include illicit drugs and drugs which may be authorized for use by a physician or dentist for certain medical uses, but which are subject to misuse or abuse.

City: City of Gladstone

Covered Driver: Individual who is required to hold a Commercial Driver's License (CDL) for his/her job with The City and who is subject to drug testing under Federal Highway Administration, Department of Transportation regulations (49 CFR Parts 40 and 382).

DOT: United States Department of Transportation

The City: The City of Gladstone

FHWA: Federal Highway Administration

GVWR: Gross Vehicular Weight Rating; size criterion for determining classification of a commercial motor vehicle under federal regulations.

Initial or Screening Test: An immunoassay screen to eliminate "negative" urine specimens from further consideration.

Medical Review Officer (MRO): A licensed doctor of medicine or osteopathy with knowledge of drug abuse disorders and drug testing who is responsible for reviewing and verifying drug testing results prior to their communication to the Human Resources Department.

Negative Drug Test: A test in which initial or confirmation testing under DOT procedures did not show evidence of a prohibited drug in an employee's or applicant's system above established levels; OR, a test which is verified as negative by the MRO (e.g. review showed positive test was due to prescription medication or other authorized use of controlled substance).

NIDA: National Institute on Drug Abuse. Formerly the agency under the U.S. Department of Health and Human Services responsible for certifying laboratories to perform federal workplace drug testing. This function is now performed by the Substance Abuse and Mental Health Services Administration (SAMHSA).

On Duty: Under this policy, a covered driver is "on duty" when he/she is at work and ready to perform safety-sensitive functions, e.g. qualified and available to drive a commercial motor vehicle.

Positive Drug Test: A urine drug test result which indicates the presence of controlled substances beyond the cut-off levels specified by 49CFR Part 40.

Confirmed Positive Drug Test: A positive drug test which has undergone an initial "screening" test AND a confirmation test which validates the first result. Drug tests are confirmed by the SAMHSA certified laboratory which performs the analyses.

Verified Positive Drug Test: A confirmed positive drug test (see above) after investigation by the MRO, who has determined that no legitimate explanation exists for the presence of the controlled substance that was detected.

Prohibited Drugs: Marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines.

Random Testing: Computerized random selection and testing for drugs in which each person in the computer data base has an equal chance of selection each time a selection occurs, in accordance with regulatory requirements.

Reasonable Suspicion: Observations of an employee's condition or performance that indicate possible drug or alcohol use. Examples include deteriorating work performance, poor attendance, tardiness, appearance (including, for example, noticeable odor of an alcoholic beverage), behavior, or speech of the employee.

Refusal to Submit: Refusal by an individual to provide a urine or breath specimen after receiving notice of the requirement to be tested in accordance with this Policy.

Safety Sensitive Functions: Ready to perform, performing, or just finished performing, the following duties: waiting to be dispatched, inspecting equipment, driving, loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate a vehicle, repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

SAMHSA: Substance Abuse and Mental Health Services Administration, a division of the US Department of Health and Human Services (DHHS) which is responsible for certifying laboratories to perform federal workplace drug testing. Formerly, the National Institute on Drug Abuse (NIDA).

Screening or Initial Test: immunoassay screen to eliminate “negative” urine specimens from further consideration.

Split Specimen Collection Procedure: A collection procedure in which a urine specimen is divided or “split” between two shipping bottles, both of which are transported to the testing laboratory.

Split Test: If the results of the initial screening and confirmation tests of the “primary” specimen are positive, the “split” specimen may be tested at another qualified laboratory.

Substance Abuse Professional: Under DOT regulations, individuals who may serve as substance abuse professionals include:

- * licensed physicians (Medical doctors or Doctors of Osteopathy) or
- * Licensed or certified psychologists, social workers, employee assistance professionals, or addiction counselors (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders.

Under this Policy, the Human Resources Department will inform employees or applicants who are found to have violated the alcohol prohibitions or who have had verified positive drug tests of qualified Substance Abuse Professionals in the local area.

Section B

Uneventful Collection Scenario

Under this Policy, drug testing specimens will be collected according to federal workplace drug testing requirements (49 CFR Part 40). The following is a brief summary of the collection procedure. Further details are available from the City drug testing management service (see Section D).

This process is for a standard collection with no unusual situations or anomalies. The collector should complete this standard collection utilizing the Federal Custody and Control Form. A summary of the collection procedures is listed below.

Preliminary Steps 49 CFR 40.61

- Positively identify the employee to be tested.
- Provide collector identification to the employee, if requested.
- Explain the basic collection procedure to the employee and show the employee the instructions on the back of the CCF.
- Direct the employee to remove outer clothing (coveralls, jacket, coat, and hat) and leave these garments and briefcase, purse or other personal belonging with the collector or in a mutually agreeable location.
- Direct the employee to empty his/her pockets and display the items in them.
- Instruct the employee not to list medications that he/she is currently taking on the CCF.

Collection Steps (Prior to Collecting the Urine Specimen) 49 CFR 40.63

- Complete Step 1 of the CCF.
- Instruct the employee to wash and dry his/her hands and instruct the employee not to wash his/her hands again until after delivering the specimen to the collector.
- Select, or allow the employee to select, an individually wrapped or sealed collection container. Either the collector or employee, with both present, must unwrap or break the seal of the collection container.
- Direct the employee to go into the room used for urination, provide a specimen of at least 45 mL, not flush the toilet and return to the collector with the specimen as soon as the void is complete.

Checking the Urine Specimen 49 CFR 40.65

- Sufficiency of specimen – Ensure that the specimen contains at least 45 mL of urine.
- Temperature – Check the temperature of the specimen no later than 4 minutes after the employee is given the specimen to ensure it is within the acceptable range of 90-100 degrees Fahrenheit. Mark the “yes” box on the CCF (Step 2) to indicate the specimen is within the acceptable range.
- Signs of tampering – Inspect the specimen for unusual color, presence of foreign objects or materials, or other signs of tampering.

Preparing the Specimens 49 CFR 40.71

- Check the box on the CCF (Step 2) to indicate a split specimen collection.
- Pour at least 30 mL of urine from the collection container into one specimen bottle, to be used for the primary specimen. (The specimen bottles must be unwrapped in the employee’s presence).
- Pour at least 15 mL of urine from the collection container into the second specimen bottle, to be used for the split specimen.
- Place and secure the lids/caps on the bottles.
- Seal the bottles by placing the tamper-evident bottle seals.
- Write the date on the tamper-evident bottle seals.
- Ensure that the employee initials the tamper-evident bottle seals for the purpose of certifying that the bottles contain the specimens he/she provided.

Completing the Collection Process 49 CFR 40.73

- Direct the employee to read and sign the certification statement on Copy 2 (Step 5) of the CCF and provide date of birth, printed name and day and evening contact telephone numbers (See attached sample CCF for reference).
- Complete the chain of custody on the CCF (Step 5) by printing your (the collector’s) name (this may be pre-printed), recording the time and date of the collection, signing the statement, and entering the name of the delivery service transferring the specimen to the laboratory (See attached sample CCF for reference).
- Ensure that all copies of the CCF are legible and complete.
- Remove the Copy 5 of the CCF and give it to the employee.
- Place the specimen bottles and Copy 1 of the CCF in the appropriate pouches of the plastic bag.
- Secure both pouches of the plastic bag.
- Advise the employee that he/she may leave the collection site.
- Prepare the sealed plastic bag for shipment to the laboratory by placing it in a shipping container and sealing the container, or prepare it for shipment as directed by the courier service if a laboratory courier will hand-deliver the specimen from the collection site to the laboratory.

- Send Copy 2 of the CCF to the MRO and Copy 4 to the DER within 24 hours or during the next business day. Retain Copy 3 for at least 30 days, unless otherwise specified by DOT agency regulations.
- Ensure that the specimen is shipped to the laboratory within 24 hours or during the next business day.

Section C

Breath Alcohol Testing Procedures

Under this Policy, breath alcohol testing will be performed according to federal workplace alcohol testing requirements (49 CFR Part 40). The following is a brief summary of the breath testing procedure.

- 1) **Timing of Breath Alcohol Tests:** Alcohol testing may occur any time a covered driver is on duty (see Appendix A for definitions of these terms). Testing will also be performed as part of the application process; applicants will be given adequate notice of this requirement prior to testing. Testing will occur at breath testing sites designated by the Wolfgang Assoc., drug testing management service (see Appendix D).
- 2) **Scope of Breath Alcohol Tests**
 - a. Breath alcohol testing procedures will conform to federal workplace alcohol testing requirements (49 CFR Part 40).
 - b. Testing will be performed only by qualified Breath Alcohol Technicians (see Appendix A, "Definition of Terms") using evidential breath alcohol testing devices listed on the Conforming Products List of the Nation Highway Traffic Safety Administration.
 - c. Testing locations will afford visual and aural privacy to the employee being tested, and unauthorized persons will be excluded from the testing area. Under post-accident conditions, privacy will be provided to the greatest extent practicable.
- 3) **Employee Signatures Required:** Employees will be required to sign the Breath Alcohol Test Form prior to and following the completion of the alcohol test. Refusal to sign Step 2 of the Form will be considered refusal to test.

| 4) **Screening Alcohol Test**

- a. The Breath Alcohol Technician (BAT) will show the employee the test number associated with his/her test on the display of the Evidential Breath Testing device (EBT) prior to performing the test. (The BAT will also show the employee the test result on the EBT display after the test.) The BAT will follow DOT requirements (49 CFR Part 40) in handling any discrepancies between the displayed and printed test information.
- b. Each breath test will be conducted with a new, individually-sealed mouthpiece. The employee will be instructed to take a deep breath and to blow into the mouthpiece of the EBT until the BAT says to stop.
- c. The test result will be printed on, or attached to the back of, the Alcohol Test Form.
- d. If the employee is unable after repeated attempts to provide an adequate breath sample, the BAT will document his or her efforts to conduct the test and notify the Human Resources Department or his/her designated representative by telephone.
- e. If the screening alcohol test result is less than 0.02, no further testing will be conducted. The result will be reported to the Human Resources Department by a copy of the Breath Alcohol Test Form.
- f. Any screening alcohol test with a result of 0.02 or above will be confirmed by a confirmatory breath test.

5) **Confirmatory Test**

- a. The BAT will instruct the individual being tested not to smoke, use mouthwash, drink, eat, or otherwise put any object or substance in his/her mouth for a period of 15 minutes.
- b. Within 20 minutes of the completion of the screening test, the BAT will conduct a confirmatory breath test in the same manner as described above ("Screening Test"), except that an "air blank" must be conducted prior to the test. The result will be printed on, or attached to the back of, the Alcohol Test Form.

- c. If the confirmatory alcohol test result is less than 0.02, no further testing will be conducted. The test results will be reported to the Human Resources Department by a copy of the Breath Alcohol Test Form.
 - d. If the confirmatory alcohol test result is 0.02 or greater, the BAT will immediately notify the Human Resources Department or his/her designated representative by telephone. A copy of the Alcohol Test Form will then be forwarded to the Human Resources Department.
- 6) **Results Reporting:** All test results will be transmitted in a confidential manner, with safeguards to prevent the disclosure of information to unauthorized persons.

Further details concerning the procedures for performing breath alcohol testing are available from the drug testing management service and/or the Human Resources Manager (see Section A and Section D).

**Section D
Service Providers**

The City needs to verify the following information is correct for drug testing. If not, then the current information should be inserted before execution and the person who is preparing the signature agreement should make these changes before the December Council Meeting

DRUG AND ALCOHOL TESTING MANAGEMENT SERVICE

The City's drug testing management service is:

WorkSAFE Service, Inc.
744 Hawthorne Avenue NE
Salem, OR 97301-4657
(503) 391-9363

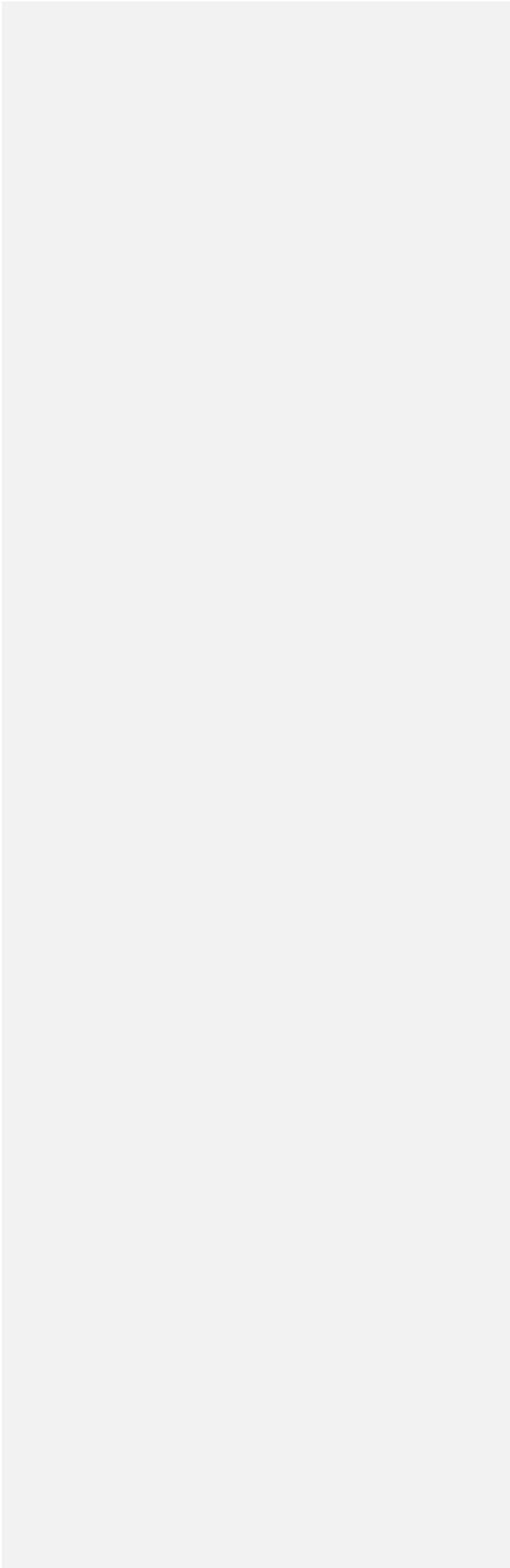
This organization is responsible for overseeing compliance of agents of The City with federal regulations, including interacting with specimen collection and alcohol testing agents, designated drug testing laboratories and Medical Review Officers. It also performs random selections, submits blind specimens on behalf of the City, and maintains records as required by federal regulations.

MEDICAL REVIEW OFFICERS

Medical Review Officer services are provided through WorkSAFE Services, Inc. at the address shown above. The physicians with whom employees would speak in the event of a positive drug test result are:

Dr. Kirby Griffin

|



DRUG TESTING LABORATORIES

THE City will use drug testing laboratories which are SAMHSA-certified, as required by federal drug testing regulations. The primary laboratory on the effective date of this Policy is:

Oregon Medical Laboratory

The City drug testing management service may arrange for the services of a different certified drug testing laboratory in order to best serve the interests of the City.

SUBSTANCE ABUSE PROFESSIONALS

Under this Policy, covered employees who refuse testing, have alcohol test results of 0.04 or greater, and/or have verified positive drug test results must be referred by the Human Resources Department to a Substance Abuse Professional for evaluation. The City will maintain a list of such qualified individuals in its geographic area and make this list available to covered drivers as needed.

The City drug testing management service will assist the City in locating Substance Abuse Professionals in the driver’s community upon request.

Section E

Post-Accident Testing

Under the City’s own authority, any covered driver, employed by the City, directly involved in an injury accident on the job (an injury of a serious nature requiring professional medical care) or is involved in an accident while operating City equipment (resulting in property damage in excess of \$400.~~00~~~~00~~) may be required to undergo drug and /or alcohol testing. Data derived from this test will be used as a tool in the overall evaluation of the incident.

Determination of when testing is necessary shall be made by the Human Resources Manager. All ~~post-accident~~~~post-accident~~ testing and procedures shall be consistent with FHWA Regulations.

APPENDIX "A"

CITY OF GLADSTONE
 AFSCME REPRESENTED
 MONTHLY SALARY SCHEDULE
 FY18-19 Effective 1/1/2019

1.02 NEW #'s RANGE	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
13-A	Tram Driver (Hourly)	3364	3532	3709	3894	4089
	Nutrition Caterer (Hourly)	19.41	20.38	21.40	22.47	23.59
14-A	Program & Serv. Coord. Assistant Account Clerk	3532	3709	3894	4089	4293
15-A	Utility Worker II	3709	3894	4089	4293	4508
16-A	VACANT	3894	4089	4293	4508	4733
17-A	Account Clerk II Court Clerk Office Assistant II	4089	4293	4508	4733	4970
18-A	Account Clerk III	4293	4508	4733	4970	5219
	Utility Worker - Journey					
19-A	VACANT	4508	4733	4970	5219	5480
20-A	VACANT	4733	4970	5219	5480	5754
21-A	Accountant	4970	5219	5480	5754	6041



REGULAR AGENDA

City of Gladstone Staff Report

Report Date: May 15, 2019
Meeting Date: June 11, 2019
To: City Council
From: Cathy Brucker, Interim Finance Director

AGENDA ITEM

Consider approval of Resolution No. 1159, a resolution authorizing budget transfers and an increase in the 2017-2019 Biennial Budget for Fiscal Year 2018-19.

History/Background

The City Council of the City of Gladstone, adopted Resolution No. 1113 for the 2017-2019 biennium budget on June 13, 2017, in the amount of \$58,004,967. Subsequently, the City Council adopted further supplemental resolutions (for grants, debt and capital construction), resulting in a current biennium budget balance of \$64,632,810.

During review of estimated year end balances, it was determined that personnel costs within the Facilities and Parks departments had not been appropriated at the correct level, and were not sufficient to cover the anticipated balances.

Furthermore, it was determined that within the Municipal Court Fund (a pass-through fund for court related fines and forfeitures) there was an excess of revenue, resulting in an excess of expenditure, that requires a budgetary increase to resources and requirements.

Proposal

To increase the appropriation levels within the Facilities and Parks departments, ORS 294.463(2) allows a transfer from Contingency funds by resolution if less than 15% of the total fund appropriations. As illustrated in Resolution No. 1159, \$80,000 would be transferred from General Fund Contingency, and added to Facilities (\$30,000) and Parks (\$50,000) personnel services.

To accommodate for the increase of revenue and expenditure within the Municipal Court Fund, ORS 294.466 allows the increase by resolution to facilitate the processing of pass-through funds. Both resources and requirements would be increased by \$200,000.

Therefore, the 2017-19 Biennium Budget would be increased by \$200,000 to a total of \$66,632,810.

Options

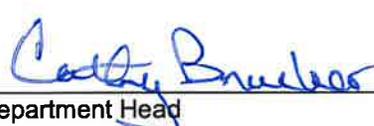
- Do not increase resources and appropriations in funds and categories; however, that would result in a budget violation due to exceeding appropriation levels.

Cost Impact

- There are no additional cost impacts due to the nature of the adjustments. Costs are either shifted, or offset equally within both revenues and expenditures.

Recommended Staff Action

Staff recommends approval of Resolution No. 1159 as presented with the following motion: **“I make a motion to approve Resolution No. 1159 of the City of Gladstone, Oregon adopting a budget transfer and increase for the biennium years 2017-19”.**

			
Department Head Signature	Date	City Administrator Signature	Date

RESOLUTION NO. 1159

CITY OF GLADSTONE, OREGON

A Resolution of the City Council of the City of Gladstone, Oregon, making transfers and an increase in the 2017-2019 Biennial Budget for the 2018-2019 Fiscal Year

WHEREAS, organizational categories for the Facilities and Parks departments may exceed the authorized appropriation level by June 30th, 2019 due to inadequate budgeting of personnel costs, and

WHEREAS, ORS 294.463(2) allows the transfer of Contingency funds by resolution if less than 15% of the total fund appropriations, and

WHEREAS, the Municipal Court Fund has received an excess of revenue for the biennial years of 2017-2019, requiring the pass-through payment to the benefitting agencies which may exceed the authorized appropriation level by June 30th, 2019, and

WHEREAS, ORS 294.466 allows the increase by resolution of the appropriation resulting from pass-through payments,

NOW, THEREFORE, BE IT RESOLVED that the following amounts are transferred from the various line items in the General Fund and the Municipal Court Fund has increased resources and requirements to accommodate the pass-through payments:

	Existing	Change	Adjusted
<u>General Fund</u>			
Facilities – Personnel Services	\$91,025	\$30,000	\$121,025
Parks – Personnel Services	\$452,600	\$50,000	\$502,600
Contingency	\$800,000	(\$80,000)	\$720,000
<u>Municipal Court Fund (pass-through fund)</u>			
Resources	(\$810,000)	(\$200,000)	(\$1,010,000)
Requirements	\$792,000	\$200,000	\$992,000

Resolution No. 1159 is effective June 11, 2019.

This Resolution is adopted by the Gladstone City Council and approved by the Mayor this 11th day of June, 2019.

Tamara Stempel, Mayor

Tami Bannick, City Recorder

City of Gladstone Staff Report

Report Date: May 7, 2019
Meeting Date: June 11, 2019
To: City Council
From: Cathy Brucker, Interim Finance Director

AGENDA ITEM

Resolution No. 1160 - Declaring the City's Election to receive State Revenue Sharing.

History/Background

This Resolution allows the City to elect receipt of State moneys (general funds of the state) that can be used for any governmental purpose. This election is satisfied by the public hearing held at the Budget Committee level (held March 25, 2019) and the City Council level (June 11, 2019). At both meetings, the public has the opportunity to comment on the use of State Revenue Sharing funds. The City expects to receive approximately \$305,000 in the 2019-2021 biennium.

Proposal

Adopt Resolution 1160 in order for the City of Gladstone to share in the State Revenue.

Options

Do not adopt the Resolution. If the Council opts to not adopt Resolution 1160, the City will not receive State Revenue Sharing.

Cost Impact

The City will receive approximately \$305,000 of revenue for general use in the 2019-2021 biennium.

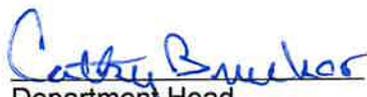
Relevancy to Council Goals and Objectives Identified in the Strategic Plan

This Resolution corresponds to Council Goal of ensuring Financial Stewardship and long term financial stability.

Recommended Staff Action

Staff recommends adoption of Resolution 1160 with the following motion:

"I move to approve Resolution 1160 for the City of Gladstone to continue to receive State Revenue Sharing in the 2019-2021 Biennium Budget."


Department Head
Signature

Date


City Administrator
Signature

Date

6/5/19

RESOLUTION NO. 1160

CITY OF GLADSTONE, OREGON

A Resolution of the City Council of the City of Gladstone, Oregon, declaring the City of Gladstone's election to receive State Revenue Sharing funds (General funds of the State) in the biennial year 2019-2021.

WHEREAS, The City of Gladstone desires to receive state revenue sharing funds apportioned and distributed to the cities of the state during the biennial year 2019-2021 as provided in ORS 221.770; and

WHEREAS, ORS 221.770(1)(a) requires that any city electing to receive a distribution must enact an ordinance or resolution expressing that election and file the same with the Oregon Department of Administrative Services no later than June 30th; and

WHEREAS, ORS 221.770(1)(b) requires that any city electing to receive a distribution must hold at least one public hearing at which citizens have the opportunity to provide written or oral comment on the possible uses of the distributions; and

WHEREAS, the City of Gladstone Budget Committee held a public hearing on the use of State Revenue Sharing funds on March 25, 2019 and June 11, 2019; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gladstone, that the city hereby elects to receive its proportionate share of the state revenues for the 2019-2021 biennial year pursuant to ORS 221.770 and has met the requirements of ORS 221.770(1) as certified in the declaration certificate.

This Resolution is adopted by the Gladstone City Council and approved by the Mayor this 11th day of June, 2019.

Attest:

Tamara Stempel, Mayor

Tami Bannick, City Recorder

CITY OF GLADSTONE, OREGON

CERTIFICATION

I, Tami Bannick, City Recorder, certify that a public hearing before the Budget Committee was held on March 25, 2019 and a public hearing before the City Council on June 11, 2019, giving citizens the opportunity to comment on the use of state revenue sharing funds.

Tami Bannick, City Recorder

City of Gladstone Staff Report

Report Date: May 7, 2019
Meeting Date: June 11, 2019
To: City Council
From: Cathy Brucker, Interim Finance Director

AGENDA ITEM

Resolution No. 1161 – Certification of Provision of Four or More Services to qualify for State Shared Revenue for the 2019-2021 Biennium.

History/Background

This Resolution allows the City to elect receipt of State Shared Revenue funds by certifying provision of four or more of the mandatory municipal services in the 2019-2021 biennium.

Proposal

Adopt Resolution 1161 in order for the City of Gladstone to receive in the State Shared Revenues (liquor cigarette and highway taxes). The City anticipates receiving the following revenue amounts:

Type	FY 2019-20	FY 2020-21	Total	Fund receiving the Revenue
Liquor Tax	224,193	230,353	450,846	General
Cigarette Tax	14,137	14,018	28,155	General
Highway Tax	885,535	951,588	1,837,123	Road & Street

Options

Do not adopt the Resolution. If the Council opts to not adopt Resolution 1160, the City will not receive State Shared Revenues.

Cost Impact

The City will receive approximately \$2,316,124 of revenue for use in the 2019-2021 biennium.

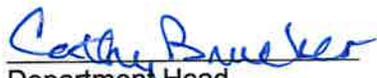
Relevancy to Council Goals and Objectives Identified in the Strategic Plan

This Resolution corresponds to Council Goal of ensuring Financial Stewardship and long term financial stability.

Recommended Staff Action

Staff recommends adoption of Resolution 1161 with the following motion:

"I move to approve Resolution 1161 for the City of Gladstone to continue to provide four or more municipal services listed in Section 1, ORS 221.760.


Department Head
Signature

6/5/19  6/5/19
Date City Administrator Signature Date

RESOLUTION NO. 1161

CITY OF GLADSTONE, OREGON

A Resolution of the City Council of the City of Gladstone, Oregon, certifying the City of Gladstone is eligible in the 2019-2021 biennial years to receive state shared revenues (Cigarette, Liquor and highway gas taxes) as the city provides four or more municipal services.

WHEREAS, ORS 221.760 provides as follows:

Section 1. The officer responsible for disbursing funds to cities under ORS 323.455, 366.785 to 366.820 and 471.805 shall, in the case of a city located within a county having more than 100,000 inhabitants according to the most recent federal decennial census, disburse such funds only if the city provides four or more of the following services:

- (1) Police protection
- (2) Fire protection
- (3) Street construction, maintenance, and lighting
- (4) Sanitary sewer
- (5) Storm sewers
- (6) Planning, zoning, and subdivision control
- (7) One or more utility services; and

WHEREAS, city officials recognize the desirability of assisting state officers who are responsible for determining the eligibility of cities to receive such funds in accordance with ORS 221.760.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Gladstone hereby certifies that it provides the following four or more municipal services as enumerated in Section 1, ORS 221.760:

- (1) Police protection
- (2) Fire protection
- (3) Street construction, maintenance, and lighting
- (4) Sanitary sewer
- (5) Storm sewers
- (6) Planning, zoning, and subdivision control

This Resolution is adopted by the Gladstone City Council and approved by the Mayor this 11th day of June, 2019.

Attest:

Tamara Stempel, Mayor

Tami Bannick, City Recorder

City of Gladstone Staff Report

Report Date: May 14, 2019
Meeting Date: June 11, 2019
To: City Council
From: Cathy Brucker, Interim Finance Director

AGENDA ITEM

Resolution 1162 – Adopt the 2019-2021 City Biennial Budget, Set the Tax Rate, and Categorize the Taxes.

History/Background

State law requires the City Council adopt a budget prior to the end of the fiscal year, which ends June 30, 2019. Beginning July 1, 2019, the City is working once again from a biennial budget. The Budget Committee has recommended the attached budget and tax rate. The overall budget, including all funds, is \$53,760,620.

Proposal

To adopt Resolution 1162 in order to keep the City in compliance with Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB) Rules and Oregon Revised Statute.

Options

City Council must adopt a budget prior to June 30, 2019.

Cost Impact

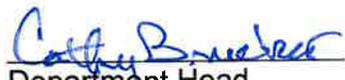
If the 2019-2021 budget is not adopted by June 30, 2019, the City's authority to spend money or incur obligations expires on June 30. A local government's ability to impose a property tax is also contingent on following the budgeting process.

Relevancy to Council Goals and Objectives Identified in the Strategic Plan

This Resolution corresponds to Council Goal of ensuring Financial Stewardship and long term financial stability.

Recommended Staff Action

Staff recommends adoption of Resolution 1162.


Department Head
Signature

6/5/19
Date


City Administrator
Signature

6/5/19
Date

Suggested Motions (need all motions separately):

1. Adopting the Budget

I move to adopt Resolution 1162 adopting the 2019-2021 Biennial Budget in the sum of \$53,760,620.

2. Imposing the Tax

I move to adopt Resolution 1162, for both tax years 2019-2020 and 2020-2021, imposing the taxes at a rate of \$4.8174 per \$1,000 of assessed value for the permanent tax rate; and at the rate of \$0.68 per \$1,000 for the Police & Communications local option tax; and \$0.31 per \$1,000 for the Fire and Emergency Medical local option tax.

3. Categorizing the Tax

I move to adopt Resolution 1162, for both tax years 2019-2020 and 2020-2021, categorizing the imposed taxes as follows:

General Fund \$4.8174 per \$1,000; Excluded from Limitation = \$0

Police/Communications Fund \$0.68 per \$1,000; Excluded from Limitation = \$0

Fire and Emergency Medical Fund \$0.31 per \$1,000; Excluded from Limitation = \$0

RESOLUTION NO. 1162

A RESOLUTION ADOPTING THE BUDGET AND SETTING THE TAX RATE FOR

BIENNIAL YEARS 2019-2021

BE IT RESOLVED the Council of the City of Gladstone hereby adopts the budget for biennial years 2019-2021 in the sum of **\$53,760,620** now on file at the City Recorder's Office, 525 Portland Ave., Gladstone.

BE IT RESOLVED the amounts for the fiscal year beginning July 1, 2019 and for the purposes shown below are hereby appropriated:

MAKING APPROPRIATIONS

GENERAL FUND

Administration	\$3,274,144
Information Technology	418,013
Facilities	781,686
Municipal Court	711,026
Police	5,520,156
Fire	3,517,461
Parks	1,252,449
Recreation	76,200
Senior Center	671,255
Library	976,550
Debt Service	490,861
Contingency	<u>1,144,729</u>
Total General Fund	<u>\$18,834,530</u>

ROAD & STREET FUND

Road & Street Operations	\$4,061,339
Interfund Transfers	590,615
Contingency	<u>400,000</u>
Total Road & Street Fund	<u>\$5,051,954</u>

POLICE & COMMUNICATIONS LEVY FUND

Police Levy Operations	\$1,494,491
Interfund Transfers	24,316
Contingency Funds	<u>13,316</u>
Total Police & Communications Levy Fund	<u>\$1,532,123</u>

FIRE & EMERGENCY SERVICES LEVY FUND

Fire/EMS Operations	\$973,003
Interfund Transfers	4,863
Contingency Funds	<u>100,856</u>
Total Fire & Emergency Services Levy Fund	<u>\$1,078,722</u>

CIVIC BUILDINGS CAPITAL FUND

Civic Buildings Capital Construction	<u>\$12,766,000</u>
Total Civic Buildings Capital Fund	<u>\$12,766,000</u>

SEWER FUND

Sewer Operations	\$5,618,476
Interfund Transfers	302,415
Contingency	<u>35,000</u>
Total Sewer Fund	<u>\$5,955,891</u>

WATER FUND

Water Operations	\$4,643,795
Debt Service	357,124
Interfund Transfers	237,391
Contingency	<u>400,000</u>
Total Water Fund	<u>\$5,638,310</u>

STORM WATER FUND

Storm Water Operations	\$1,797,666
Interfund Transfers	140,424
Contingency	<u>100,000</u>
Total Storm Water Fund	<u>\$2,038,090</u>

MUNICIPAL COURT FUND

Municipal Court Operations	\$811,000
Contingency	<u>54,000</u>
Total Municipal Court Operations	<u>\$865,000</u>

TOTAL APPROPRIATIONS/ADOPTED BUDGET ALL FUNDS **\$53,760,620**

BE IT RESOLVED, that the Library Capital Fund be closed as of the 2019-2021 biennium due to defunding of all appropriations.

IMPOSING THE TAX

BE IT RESOLVED, that the following ad valorem taxes are hereby imposed upon the assessed value of all taxable property within the district for tax years 2019-20 and 2020-21:

- 1) At the rate of \$4.8174 per \$1,000 of assessed value for the permanent tax rate;
- 2) At the rate of \$0.68 per \$1,000 of assessed value for the Police & Communications local option tax;
- 3) At the rate of \$0.31 per \$1,000 of assessed value for the Fire & Emergency Services local option tax.

CATEGORIZING THE TAX

BE IT RESOLVED, that the taxes imposed are hereby categorized for purposes of Article XI section 11b as:

SUBJECT TO GENERAL GOVERNMENT LIMITATION		EXCLUDED FROM LIMITATION
General Fund	\$4.8174/\$1,000	\$0.0
Police & Comm. Levy Fund	\$0.68/\$1,000	\$0.0
Fire & EMS Levy Fund	\$0.31/\$1,000	\$0.0

This resolution is effective July 1, 2019, the above resolution approved and the Biennial 2019-2021 Budget declared adopted on the 11th day of June, 2019.

Attest:

Tamara Stempel, Mayor

Tami Bannick

**GLADSTONE
URBAN
RENEWAL
AGENCY**

**GLADSTONE CITY COUNCIL/URBAN RENEWAL AGENCY MEETING MINUTES of
February 12, 2019**

Meeting was called to order at approximately 6:59 PM.

ROLL CALL:

Mayor Stempel, Councilor Ripley, Councilor Neace, Councilor Tracy, Councilor Reisner, Councilor Todd, Councilor Mersereau

ABSENT:

None

STAFF:

Jacque Betz, City Administrator; Tami Bannick, City Recorder; Cathy Brucker, Interim Finance Director; David Doughman, City Attorney

REGULAR AGENDA:

9. APPROVAL OF OCTOBER 9, 2018 MEETING MINUTES:

Councilor Reisner made a motion to approve the October 9, 2018 meeting minutes. Motion was seconded by Councilor Neace. Motion passed unanimously.

10. ACCEPT THE 2017-2018 GLADSTONE URBAN RENEWAL AGENCY FISCAL AUDIT:

Ms. Brucker introduced Danielle Groves from Merina & Company. Ms. Groves said they have completed the audit for the fiscal year ending June 30, 2018. They issued their report with an unmodified/clean opinion, which is the highest level of opinion. There were no findings/issues noted.

Councilor Reisner made a motion to accept the 2017-2018 Gladstone Urban Renewal Agency Fiscal Audit. Motion was seconded by Councilor Tracy. Motion passed unanimously.

Mr. Doughman wanted to note that the roll call for the Council meeting carries over to the Urban Renewal Agency Board meeting as well.

ADJOURN:

Meeting adjourned at approximately 7:03 P.M.

Approved by the Mayor this _____ day of _____, 2019.

City of Gladstone Staff Report

Report Date: May 9, 2019
Meeting Date: June 11, 2019
To: City Council
From: Cathy Brucker, Interim Finance Director

AGENDA ITEM

Resolution UR 69 – Adopt the 2019-2021 Biennial Urban Renewal Budget and Declaration of Tax Increment for biennial years 2019-2021.

History/Background

State law requires the Urban Renewal Board adopt a budget prior to the end of the fiscal or biennial year, which ends June 30, 2019. The Budget Committee has recommended the attached budget and tax rate. The overall budget is \$16,666,000. The tax increment remains unchanged. The Urban Renewal Agency is requesting the maximum amount of revenue that may be raised by dividing the taxes under section 1c, Article XI, of the Oregon constitution and \$0.00 as the amount to be raised through the imposition of a special levy.

Proposal

Adopt Resolution UR 69 to keep the Gladstone Urban Renewal District in compliance with local Budget law.

Options

The Urban Renewal Agency must adopt a budget prior to June 30, 2019.

Cost Impact

N/A

Relevancy to Council Goals and Objectives Identified in the Strategic Plan

This exercise corresponds to Council Goal of ensuring Financial Stewardship and long term financial stability.

Recommended Staff Action

Staff recommends adoption of Resolution UR-69 with the suggested motion (need both motions separately):

Adopting the Budget

I move to adopt Resolution UR 69 adopting the 2019-2021 Biennial budget in the sum of \$16,666,000.

Declaring Tax Increment

I move to adopt UR 69 declaring the tax increment to remain unchanged for both tax years 2019-2020 and 2020-2021. The Urban Renewal Agency of the Gladstone Urban Renewal district hereby resolves to request the maximum amount of revenue that may be raised by dividing the taxes under section 1c, Article XI, of the Oregon constitution and \$0.00 as the amount to be raised through the imposition of a special levy,.

Cathy P. ...
Department Head
Signature

6/5/19 Jacqueline M. ...
Date City Administrator
Signature

6/5/19
Date

RESOLUTION UR-69

A RESOLUTION ADOPTING THE BUDGET FOR BIENNIAL YEARS 2019-2021

BE IT RESOLVED that the Urban Renewal Agency of the Gladstone Urban Renewal District hereby adopts the budget for biennial year 2019-2021 in the sum of \$16,666,000 now on file at the City Recorder's Office, 525 Portland Avenue, Gladstone.

RESOLUTION MAKING APPROPRIATIONS

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2019 and for the purposes shown below are hereby appropriated:

URBAN RENEWAL DISTRICT:	
Materials & Services	\$ 49,000
Debt Service	1,077,600
Transfers out	13,256,861
Contingency Funds	<u>2,282,539</u>
Total Urban Renewal District Fund	\$ 16,666,000

TOTAL APPROPRIATIONS ALL FUNDS: \$ 16,666,000

RESOLUTION DECLARING TAX INCREMENT

Option One - Declaration of Tax Increment

BE IT RESOLVED that the Urban Renewal Agency of the Gladstone Urban Renewal District hereby resolves to certify to the county assessor for the Gladstone Urban Renewal District Plan Area a request for the maximum amount of revenue that may be raised by dividing the taxes under section 1c, Article XI, of the Oregon Constitution and \$0.00 as the amount to be raised through the imposition of a special levy for both tax years 2019-2020 and 2020-2021.

Resolution UR-69 is effective on July 1, 2019.

THE ABOVE RESOLUTION STATEMENTS WERE APPROVED AND DECLARED ADOPTED ON THIS 11th DAY OF JUNE, 2019.

Attest:

Tamara Stempel, Chairperson,
Gladstone Urban Renewal Agency

Tami Bannick

**CITY COUNCIL
MONTHLY
ACTIVITY
REPORTS**

MAYOR TAMMY STEMPEL

MAY 2019 – CIVIC ACTIVITY DETAIL

MEETINGS - ACTIVITIES

- 5/1/2019
 - Food Pantry – Stocking
 - Housing Code Audit Open House

- 5/2/2019
 - Clackamas County Coordinating Committee (C4) Meeting
 - C4 Drinks and Issues

- 5/4/2019
 - Gladstone Book Signing

- 5/5/2019
 - Gladstone Chaplin Brian Early Retirement Service

- 5/8/2019
 - Food Pantry - Stocking

- 5/9/2019
 - Meeting with Chris Chong of ROC – Discussion of volunteer programs we can start in Gladstone. What we can do to keep people in their homes, help with affordable housing and homelessness.
 - Historical Society Meeting

- 5/10/2019
 - Portland General Electric Meeting - Resiliency

- 5/13/2019
 - C4 Executive Committee Meeting
 - Gladstone Parks and Recreation Board Meeting

- 5/14/2019
 - County Health, Housing and Human Services Meeting
 - Gladstone City Council Meeting

- 5/15/2019
 - Food Pantry - Stocking

- 5/16/2019
 - Celebrate Gladstone Meeting

- 5/18/2019
 - Kiwanis Spaghetti Dinner Fundraiser

- 5/20/2019
 - Fire Department Change of Command Ceremony

- 5/21/2019
 - Pick up Cake and Supplies for Public Works Open House

- 5/22/2019
 - Food Pantry – Stocking

- 5/25/2019
 - Affordable Housing Meeting
 - Citizen Meeting

- 5/27/2019
 - Memorial Day Celebration at Somerset Lodge

- 5/28/2019 - Meeting with Judge Beloof and Citizen
- 5/29/2019 - Clackamas County Development Liaison Committee Meeting
- Food Pantry – Stocking

NOTES

COUNCILOR MATT TRACY

MAY 2019 – CIVIC ACTIVITY DETAIL

MEETINGS - ACTIVITIES

5/14/2019 Gladstone Civic Center Groundbreaking

5/23/2019 Planning Commission Meeting

NOTES

Various meetings with citizens and business members in the community.