

**GLADSTONE CITY COUNCIL MEETING
CITY HALL COUNCIL CHAMBERS**

AMENDED AGENDA

March 10, 2020 – 6:30 PM

6:30 p.m.

CALL TO ORDER

ROLL CALL

FLAG SALUTE

AGENDA ADDITIONS OR CORRECTIONS

PRESENTATION: Swearing in of new Police Officer, Daniel Winters Jr.

PRESENTATION: Citizen Lifesaving Award – Faith T. Holloway; Gladstone Fire Department

STATE OF THE CITIES ADDRESS: Mayor Tammy Stempel

CONSENT AGENDA:

1. Approval of February 11, 2020 Regular Meeting Minutes
2. Approval of January Bank Balances
3. Budget Report for Period ending 01-31-2020
4. Approval of January Check Register
5. Legal Costs on Projects
6. Department Head Monthly Reports for February 2020
7. Approval of Intergovernmental Agreement (IGA) between Clackamas County and the City of Gladstone related to Planning Services
8. Approval of the Gladstone Senior Center Transportation Service Area, formally expanding service outside of the City of Gladstone City limits to include the unincorporated parts of Clackamas County.
9. Approval of an IGA between the City of Lake Oswego and the City of Gladstone for Warrant Confirmation Services
10. Approval of an IGA between Clackamas County and the City for Fiber Optic Service

CORRESPONDENCE

11. Anonymous letter questioning voting history of elected official

REGULAR AGENDA:

12. PUBLIC HEARING: ORDINANCE 1499 - AMENDING CHAPTERS 17.10 AND 17.12 (R-5 and R-7.2 ZONING TEXT AMENDMENTS) OF THE GLADSTONE MUNICIPAL CODE - ACCESSORY DWELLING UNITS (ADU's)- TO BECOME COMPLIANCE PER HOUSE BILL (HB) 2001

Consider approving Ordinance 1499 to remove additional off street parking and owner-occupancy requirements for ADU's in the R-5 and R-7.2 Zoning Districts (Chapters 17.10 and 17.12 of the Gladstone Municipal Code) unless ADU's are used as vacation rentals.

13. This item has been removed and will be scheduled for a later date.

14. RESOLUTION 1174 – DESIGNATING TRUCK ROUTES FOR GLADSTONE

Consider approving Resolution 1174 – a Resolution designating both I-205 and Hwy 99 (McLoughlin Blvd) as designated truck routes and prohibiting no through traffic on Arlington Street (currently) and to add no through truck traffic within the City except for local deliveries.

15. REGIONAL WASTEWATER SYSTEM COOPERATIVE AGREEMENT

Consider approval of a Regional Wastewater System Cooperative intergovernmental agreement between Water Environmental Services (WES) and the City of Gladstone.

16. APPOINTMENTS TO BOARDS, COMMITTEES AND COMMISSIONS

- a. Audit Committee – one application received for two vacant terms
- b. Library Advisory Board – one application received for two one-year terms
- c. Traffic Safety Advisory Board – one application received for two vacant terms

17. DISCUSS CITY BANKING SERVICES – Councilor Neal Reisner

18. REVIEW DRAFT PROCESS FOR PROCESSING CORRESPONDENCE MATERIALS AND COMPLAINTS ON ELECTED OFFICIALS

Provide direction on the draft process for processing correspondence and complaints on elected officials.

BUSINESS CARRIED FORWARD –

BUSINESS FROM THE AUDIENCE

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

**BUSINESS FROM THE COUNCIL - Council Monthly Activity Reports
Preliminary City Council Agenda Planning Document**

ADJOURN

Upcoming Meeting Dates:

- March 24, 2020 – City Council Joint Work Session with Park & Recreation Advisory Board, Planning Commission, Senior Center Advisory Board and Traffic Safety Advisory Board, 6:30 p.m. – City Hall Council Chambers
- April 14, 2020 – Regular City Council Meeting, 6:30 p.m. – City Hall Council Chambers



CONSENT AGENDA

GLADSTONE CITY COUNCIL MEETING MINUTES of February 11, 2020

Meeting was called to order at 6:30 PM.

ROLL CALL:

Councilor Ripley, Councilor Tracy, Councilor Todd, Councilor Mersereau

ABSENT:

Mayor Tammy Stempel, Councilor Neace, Councilor Reisner

STAFF:

Jacque Betz, City Administrator; Tami Bannick, City Recorder; Cathy Brucker, Interim Finance Director; Chad Jacobs, City Attorney

Councilor Tracy called the meeting to order and went over the meeting agenda.

AGENDA ADDITIONS OR CORRECTIONS:

Ms. Betz said that the Mayor had asked that the State of the Cities Address be pulled and moved to the March 10th City Council meeting agenda. Item #17 was put on the agenda for Councilor Reisner, so the Council can decide if they want to talk about that tonight or move it to the March 10th meeting as well. It was decided to move that to March 10th.

CONSENT AGENDA:

1. Approval of January 14, 2020 Regular Meeting Minutes
2. Approval of December Bank Balances
3. Budget Report for Period ending 12-31-19
4. Approval of December Check Register
5. Legal Costs on Projects
6. Department Head Monthly Reports for January 2020
7. Approval of Oregon Liquor Control Commission (OLCC) Liquor License Application for new owner of Kearns Market, 18505 Webster Road
8. Approve OLCC Temporary Sales License for Non-Profit at Senior Center
9. Approval of City Administrator Employment Contract

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

CORRESPONDENCE:

Councilor Todd read the script from Mayor Stempel: I want to make sure people understand that in order for your correspondence to be considered in the current Council packet it must be received no later than the Tuesday before the meeting. Anything received after that will not be considered this month, but will be included in the next month's packet. We want to be assured of having enough time to consider all documents supplied and receiving them last minute does not allow this.

Councilor Tracy read both letters aloud.

10. Thank you letter regarding sidewalks at the corner of Portland Avenue and Arlington Street.
11. Anonymous letter questioning qualification of an elected official.

PUBLIC COMMENTS:

Mindy Garlington (in response to Item 11) wanted to make sure that this doesn't get swept under the rug. She said she has heard the same thing all summer/fall and feels that it is disheartening if it's true and people knew about it and didn't say anything about it. She hopes there is a thorough investigation into this matter.

(Unknown Male) said that an anonymous letter being addressed in a public forum opens itself up for others down the road that have no weight.

Councilor Tracy said that they will continue to have the discussion – it's not forgotten.

Councilor Tracy went over the procedures for the meeting/audience participation. He said a few words about the role of the City Council. He feels it is important for everyone to understand their limitations: they represent the citizens of Gladstone and not their own personal agendas and beliefs. There have been many times when a decision being made doesn't align with what they would like personally, but after hearing the citizens' desires they have sometimes gone a different direction. That doesn't mean that their beliefs have changed; just that they listened and acted accordingly. There are laws and rules they have to use as the basis of their decisions. They do not have the luxury of randomly making decisions, but instead have to be consistent and take the path that is defensible. They appreciate everyone's time in participating in this process. His goal is to keep the meeting respectful and engaging and he hopes everyone will help him do that.

REGULAR AGENDA

12. ACCEPT THE 2018-2019 CITY OF GLADSTONE FISCAL AUDIT:

Ms. Betz said that Merina & Company is the City's auditor and Cathy Brucker has been the Interim Finance Director. They went over the financial statements for the fiscal year ending June 30, 2019. The Audit Committee met last December, prior to the recommendation that's coming before the Council tonight. Ms. Brucker said everything went very well this year. They were delayed in issuing the statements due to an audit that was going on at NCCWC. Everything has been filed on a timely basis with the State Auditor's Office.

Tonya Moffitt presented the results of the audit. They had an unmodified opinion/clean opinion – that is the highest level of financial opinion that they can give. She went over the criteria they use. They had no findings in their Oregon Minimum Standards report. There are some estimates in the financial statements, such as depreciation/PERS liability. These are done externally. There was one new accounting pronouncement that was adopted during the year – Government Accounting Standards Board #88 – it primarily has to do with note disclosures around debt. Councilor Mersereau asked for clarification regarding the letters that they received. Ms. Moffitt said they accidentally sent the wrong letters so there is an additional letter dated January 23rd, 2020. They send letters at the beginning and the end of the audit. She went over the reasons for sending the letters.

Councilor Todd made a motion to approve the City of Gladstone Annual Financial Report for the Fiscal Year ended June 30, 2019. Motion was seconded by Councilor Mersereau. Motion passed unanimously.

ADJOURN TO URBAN RENEWAL AGENCY MEETING – 6:54 P.M.

RECONVENE TO REGULAR MEETING – 7:03 P.M.

15. WILLAMETTE FALLS LOCKS FUNDING REQUEST TO REOPEN THE LOCKS:

Ms. Betz said the Willamette Falls Locks Commission has been working diligently since 2017 to try to reopen. There is a letter from them and the Mayor of West Linn asking Gladstone to continue its financial support for the next five years. In 2018 and 2019 Gladstone contributed \$2,500 each year. It is also contingent upon the legislation passing a bill that they have proposed that will allow them to continue to move the work forward. If the funding isn't approved Gladstone would not be required to commit to it. The money would be taken from the Community Promotions Business Development line item. Her recommendation is for the City to continue its financial contribution if the legislation is passed for this project.

Councilor Mersereau said that when they were asked for financial support last year he recommended asking for a seat on the committee, it was approved but the Mayor never attended.

Ms. Betz confirmed that Gladstone does have a seat at the table and the Council can decide if someone else wants to attend the meetings. She was unsure if the Mayor has attended the meetings.

Councilor Tracy read a statement from Mayor Stempel. She believes the reopening of the locks will benefit not only Oregon City, West Linn, and Gladstone, but will have an incredibly positive effect on our region. She believes it will bring more people to our City.

Councilor Mersereau volunteered to attend the meetings if necessary.

Councilor Todd made a motion to approve that the City of Gladstone contributes \$2,500 annually beginning July 1, 2020 for a maximum of five years (\$12,500 in total) for the Willamette Falls Locks project. Motion was seconded by Councilor Mersereau.

Discussion: Ms. Betz clarified that this is contingent upon legislation.

Motion passed unanimously.

16. DISCUSS TROLLEY TRAIL BRIDGE DESIGN CONCEPT FROM THE FEASIBILITY STUDY:

Ms. Betz said in 2017 Gladstone received approximately \$202,000 in surface transportation program funds to do the feasibility on replacing the Trolley Trail Bridge. They held an open house last October to present the draft concepts to the general public. They finalized the report with her and the Public Works Director. Gladstone received \$1.2 - \$8 million to move onto the next phase, which is the design and engineering piece. They need a consensus on the concepts. Joel Howie from Clackamas County went over the background of the feasibility study and the description of tasks. Gladstone received a grant for \$225,000. The original application was to replace the existing bridge, but in 2014 there was a high water event and the south abutment was undermined by the water. Union Pacific pulled the superstructure out of the water. Therefore Gladstone requested that Metro study feasibility of a bridge replacement. Clackamas County assisted with the management of the project. He went over photos of the project area.

Doug Johnson from David Evans & Associates said they looked at five alternatives/bridges. He went over the options: 3-span pre-stressed concrete girder, 3-span steel girder, single span tied steel arch, or 3-span steel truss. He went over the advantages and costs of each option.

Ms. Betz felt it was important to recognize Mr. Southgate because he was instrumental in Gladstone getting the \$1.228 million grant money for the next round – it is not money that may potentially be part of the T-2020 bond. Gladstone's match for the grant is \$127,000, which they

have allocated out of the Business Development Community Business line item. She is asking for guidance regarding design preference. During the open house most people wanted to go back to the previous historic aesthetics of the bridge that they had.

There was discussion regarding the various design options. It was agreed to get more public input before choosing a design.

17. DISCUSS CITY BANKING SERVICES:

(This will be held over until the March meeting)

BUSINESS CARRIED FORWARD:

Ms. Betz said they had a discussion regarding City Council rules at their retreat – and what the City’s process is for investigating complaints if there are allegations filed against an elected official. It is incumbent upon the City Council to determine what that process is. She has been working with Kirk Mylander with CIS. She is researching what an agency in Klamath County did and she would like to bring back a draft process for the Council to consider at the March meeting.

Another outcome of the retreat was that Mr. Jacobs had reported that we need to accept anonymous correspondence but you don’t have to investigate it. The State does not investigate anonymous complaints either. She wanted to let them know that they are doing more background work to bring some kind of process to the Council for formalize. Mr. Jacobs said they have no legal obligation to read aloud any correspondence that they receive. Gladstone is the only city he has ever worked with that reads correspondence aloud. Councilor Tracy said he is looking for consistency.

BUSINESS FROM THE AUDIENCE:

Nancy Eichsteadt, President of the Friends of Gladstone Nature Park, gave an annual report regarding what has been going on in the Nature Park. Their volunteers have done over 600 hours of work this year, which equates to \$14,976 of labor. They have had two successful grants – one for Metro for the Butterfly Hill and one for OnPoint Credit Union which is also related to the Butterfly Hill. All three schools are involved in the Butterfly Hill projects. April 25th is their fifth Arbor Day event – from 10:00 A.M. to 2:00 P.M. There will be music, food, vendors, tree climbing, etc.

Sherry Hall said when you’re talking about elected officials and somebody has a complaint or a challenge it’s called an election law violation and the State Elections Division investigates those.

BUSINESS FROM THE COUNCIL:

Mayor Stempel:

Councilor Tracy said the Mayor wrote that there is a lack of civic activity detail sheets to be included in the packets. She said this is our accountability to citizens who elected us as well as a place folks can find out who might be working on what issue that interests them. Councilor Tracy agreed and said he has been remiss this month. Councilor Mersereau said he has the activity detail sheet on his calendar on the first Monday of the month - he wondered if it might be easier for some if they did theirs the week before that. Councilor Tracy thought it was a good idea. Councilor Todd has questions regarding personal volunteer activities versus Council activities. Councilor Ripley hasn’t turned one in for six or seven months because he feels it’s a joke.

Councilor Mersereau:

He said as a liaison for the Police and Fire Departments he recommends that Council give him input if they have any concerns, questions, or comments. The Police Department is going to be working on their strategic plan regarding how they do their duties. He would like ideas from the Council.

Councilor Tracy:

He said he attended the Clackamas County Homeless Services meeting today. Metro is going to vote on Thursday regarding putting forward a homeless services tax that has a funding mechanism that is a 1% income tax on \$125,000 single earners and couples who earn \$250,000. It would go to the ballot in May. He said this is something that this community is going to have to focus on. If the tax passes he believes Gladstone will be a recipient of some of the funds through Clackamas County. He is not sure what these services are going to buy.

ADJOURN:

Meeting was adjourned at approximately 8:05 P.M.

Approved by the Mayor this _____ day of _____, 2020.

ATTEST:

Tamara Stempel, Mayor

Tami Bannick, City Recorder

| BANK BALANCES | | | | | | |
|-----------------------------------|-------------------------|--------------------------|---------------------------|-------------------------|--------------------------|--------------------------|
| Month Ending Balance | | | | | | |
| Bank | July 2019 | August 2019 | September 2019 | October 2019 | November 2019 | December 2019 |
| LGIP -City Of Gladstone #4472 | \$ 11,015,342.35 | \$ 9,857,248.31 | \$ 9,487,777.94 | \$ 9,225,297.13 | \$ 14,010,238.76 | \$ 13,870,179.78 |
| LGIP - Urban Renewal Agency #4650 | 11,966,359.82 | 11,995,582.46 | 12,022,533.86 | 10,247,657.50 | 9,547,593.51 | 8,830,539.98 |
| Checking Accounts: | | | | | | |
| General Fund | 212,487.17 | 68,755.50 | 205,791.19 | 213,791.86 | 450,832.68 | 222,261.31 |
| Urban Renewal | 14,162.39 | 14,162.43 | 14,162.43 | 13,394.36 | 13,394.36 | 13,394.36 |
| Municipal Court | 28,545.29 | 25,719.74 | 27,881.47 | 29,000.62 | 23,814.45 | 30,360.40 |
| Totals | \$ 23,236,897.02 | \$ 21,961,468.44 | \$ 21,758,146.89 | \$ 19,729,141.47 | \$ 24,045,873.76 | \$ 22,966,735.83 |
| | | | | | | |
| | | | | | | |
| Bank | January 2020 | February 2020 | March 2020 | April 2020 | May 2020 | June 2020 |
| LGIP -City Of Gladstone #4472 | \$ 18,089,907.25 | | | | | |
| LGIP - Urban Renewal Agency #4650 | 7,765,924.02 | | | | | |
| Checking Accounts: | | | | | | |
| General Fund | 95,566.32 | | | | | |
| Urban Renewal | 13,251.49 | | | | | |
| Municipal Court | 23,770.62 | | | | | |
| Totals | \$ 25,988,419.70 | \$ - | \$ - | \$ - | \$ - | \$ - |



Budget Report Account Summary

For Fiscal: 2019-2020 Period Ending: 01/31/2020

| | | 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 | 3,730,000.00 | 3,730,000.00 | 0.00 | 0.00 | -3,730,000.00 | 0.00 % |
| | RptType: 3000 - BEG FUND BAL. Total: | 3,730,000.00 | 3,730,000.00 | 0.00 | 0.00 | -3,730,000.00 | 0.00 % |
| RptType: 3100 - LOCAL TAXES | | | | | | | |
| 100-000-310010 | CURRENT YEAR TAXES | 8,609,105.00 | 8,609,105.00 | 45,978.49 | 4,041,109.88 | -4,567,995.12 | 46.94 % |
| 100-000-310050 | PRIOR YEAR TAXES | 300,000.00 | 300,000.00 | 4,153.75 | 32,802.09 | -267,197.91 | 10.93 % |
| 100-000-311030 | LIBRARY DISTRICT REVENUE | 743,142.00 | 743,142.00 | 307,111.00 | 307,111.00 | -436,031.00 | 41.33 % |
| 100-000-314045 | TRANSIENT LODGING TAX | 305,000.00 | 305,000.00 | 10,776.11 | 92,245.19 | -212,754.81 | 30.24 % |
| | RptType: 3100 - LOCAL TAXES Total: | 9,957,247.00 | 9,957,247.00 | 368,019.35 | 4,473,268.16 | -5,483,978.84 | 44.92 % |
| RptType: 3110 - STATE SHARED TAXES | | | | | | | |
| 100-000-310170 | STATE REVENUE SHARING | 305,000.00 | 305,000.00 | 0.00 | 33,046.22 | -271,953.78 | 10.83 % |
| 100-000-311010 | ALCOHOL TAX REVENUE | 450,846.00 | 450,846.00 | 20,878.34 | 86,049.82 | -364,796.18 | 19.09 % |
| 100-000-311015 | MARIJUANA TAX | 99,457.00 | 99,457.00 | 0.00 | 32,381.68 | -67,075.32 | 32.56 % |
| 100-000-311020 | CIGARETTE TAX REVENUE | 28,155.00 | 28,155.00 | 1,502.38 | 7,443.62 | -20,711.38 | 26.44 % |
| | RptType: 3110 - STATE SHARED TAXES Total: | 883,458.00 | 883,458.00 | 22,380.72 | 158,921.34 | -724,536.66 | 17.99 % |
| RptType: 3120 - RIGHT OF WAY FEES | | | | | | | |
| 100-000-312010 | GLADSTONE DISPOSAL FRANCHISE FEE | 250,000.00 | 250,000.00 | 26,527.06 | 59,135.15 | -190,864.85 | 23.65 % |
| 100-000-312025 | PGE FRANCHISE FEES | 800,000.00 | 800,000.00 | 0.00 | 0.00 | -800,000.00 | 0.00 % |
| 100-000-312030 | NW NATURAL GAS FRANCHISE FEE | 340,000.00 | 340,000.00 | 0.00 | 9,458.78 | -330,541.22 | 2.78 % |
| 100-000-312040 | COMCAST CABLE TV FRANCHISE FE | 360,000.00 | 360,000.00 | 0.00 | 35,244.88 | -324,755.12 | 9.79 % |
| 100-000-312050 | RIGHT OF WAY FEES-TELECOM | 0.00 | 0.00 | -1,857.78 | 0.00 | 0.00 | 0.00 % |
| 100-000-312060 | ROW LICENSE & APP. FEES | 0.00 | 0.00 | 0.00 | 250.00 | 250.00 | 0.00 % |
| | RptType: 3120 - RIGHT OF WAY FEES Total: | 1,750,000.00 | 1,750,000.00 | 24,669.28 | 104,088.81 | -1,645,911.19 | 5.95 % |
| RptType: 3130 - LICENSES AND PERMITS | | | | | | | |
| 100-000-313010 | BUSINESS LICENSE FEES | 184,000.00 | 184,000.00 | 16,045.00 | 67,782.00 | -116,218.00 | 36.84 % |
| 100-000-313015 | LIQUOR LICENSE RENEWALS | 2,000.00 | 2,000.00 | 240.00 | 275.00 | -1,725.00 | 13.75 % |
| 100-000-313020 | ALARM PERMITS | 8,000.00 | 8,000.00 | 1,450.00 | 6,825.00 | -1,175.00 | 85.31 % |
| | RptType: 3130 - LICENSES AND PERMITS Total: | 194,000.00 | 194,000.00 | 17,735.00 | 74,882.00 | -119,118.00 | 38.60 % |
| RptType: 3140 - CHARGES FOR SERVICES | | | | | | | |
| 100-000-314010 | RECREATION FEES | 6,000.00 | 6,000.00 | 0.00 | 992.16 | -5,007.84 | 16.54 % |
| 100-000-314015 | SENIOR CENTER BUILDING RENTAL FE... | 8,500.00 | 8,500.00 | 10.00 | 5,183.75 | -3,316.25 | 60.99 % |
| 100-000-314020 | PLANNING APPLICATION FEES | 70,000.00 | 70,000.00 | 0.00 | 2,236.00 | -67,764.00 | 3.19 % |
| 100-000-314025 | SOCIAL SERVICES CONTRACT | 75,000.00 | 75,000.00 | 2,964.78 | 16,883.84 | -58,116.16 | 22.51 % |
| 100-000-314030 | LIEN SEARCH FEES | 12,000.00 | 12,000.00 | 330.00 | 3,270.00 | -8,730.00 | 27.25 % |
| 100-000-314040 | ALL OTHER LIBRARY RECEIPTS | 16,000.00 | 16,000.00 | 383.96 | 7,342.59 | -8,657.41 | 45.89 % |
| | RptType: 3140 - CHARGES FOR SERVICES Total: | 187,500.00 | 187,500.00 | 3,688.74 | 35,908.34 | -151,591.66 | 19.15 % |
| RptType: 3141 - SDC | | | | | | | |
| 100-000-314110 | PARK SDC FEES | 0.00 | 0.00 | 7,679.28 | 109,469.56 | 109,469.56 | 0.00 % |
| 100-000-314111 | SDC Reimbursement Fee | 0.00 | 0.00 | 156.72 | 2,346.44 | 2,346.44 | 0.00 % |
| | RptType: 3141 - SDC Total: | 0.00 | 0.00 | 7,836.00 | 111,816.00 | 111,816.00 | 0.00 % |
| RptType: 3150 - GRANTS | | | | | | | |
| 100-000-315030 | POLICE GRANTS | 0.00 | 0.00 | 221.68 | 1,346.68 | 1,346.68 | 0.00 % |
| 100-000-315040 | FIRE GRANTS | 140,000.00 | 331,620.00 | 8,882.37 | 215,555.88 | -116,064.12 | 65.00 % |
| 100-000-315050 | READY TO READ/STATE AID LIBRARY | 2,950.00 | 2,950.00 | 0.00 | 0.00 | -2,950.00 | 0.00 % |
| 100-000-315055 | MARINE BOARD MAINTENANCE GRA... | 0.00 | 0.00 | 0.00 | 5,400.00 | 5,400.00 | 0.00 % |
| 100-000-315065 | WES/GOOD NEIGHBOR GRANT | 0.00 | 0.00 | 0.00 | 50,000.00 | 50,000.00 | 0.00 % |
| | RptType: 3150 - GRANTS Total: | 142,950.00 | 334,570.00 | 9,104.05 | 272,302.56 | -62,267.44 | 81.39 % |

Budget Report

For Fiscal: 2019-2020 Period Ending: 01/31/2020

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|--|---|--------------------------|-------------------------|--------------------|---------------------|--|-----------------|
| RptType: 3260 - FINES AND FORFEITURES | | | | | | | |
| 100-000-326010 | COURT FINES & FORFEITURES | 775,000.00 | 775,000.00 | 26,049.72 | 161,238.75 | -613,761.25 | 20.81 % |
| | RptType: 3260 - FINES AND FORFEITURES Total: | 775,000.00 | 775,000.00 | 26,049.72 | 161,238.75 | -613,761.25 | 20.81 % |
| RptType: 3301 - INTEREST | | | | | | | |
| 100-000-330100 | INTEREST | 250,000.00 | 250,000.00 | 26,112.34 | 157,625.43 | -92,374.57 | 63.05 % |
| | RptType: 3301 - INTEREST Total: | 250,000.00 | 250,000.00 | 26,112.34 | 157,625.43 | -92,374.57 | 63.05 % |
| RptType: 3600 - MISCELLANEOUS | | | | | | | |
| 100-000-360000 | ALL OTHER GF RECEIPTS | 70,000.00 | 70,000.00 | -38.09 | 12,895.51 | -57,104.49 | 18.42 % |
| 100-000-361016 | FIRST RESPONDER SUPPLIES REIMB | 10,000.00 | 10,000.00 | 1,369.00 | 2,802.75 | -7,197.25 | 28.03 % |
| 100-000-361041 | LIBRARY FOUNDATION - FUNDED PR... | 5,000.00 | 5,000.00 | 0.00 | 0.00 | -5,000.00 | 0.00 % |
| 100-000-362210 | SENIOR CENTER BEQUESTS | 0.00 | 0.00 | 0.00 | 35,668.00 | 35,668.00 | 0.00 % |
| 100-000-362212 | TRAM TRIPS | 17,000.00 | 17,000.00 | 1,375.60 | 5,809.32 | -11,190.68 | 34.17 % |
| 100-000-362213 | MEAL CHARGES | 33,000.00 | 33,000.00 | 1,214.08 | 7,563.06 | -25,436.94 | 22.92 % |
| 100-000-362214 | MEDICAID FUNDS | 10,000.00 | 10,000.00 | 0.00 | 0.00 | -10,000.00 | 0.00 % |
| | RptType: 3600 - MISCELLANEOUS Total: | 145,000.00 | 145,000.00 | 3,920.59 | 64,738.64 | -80,261.36 | 44.65 % |
| RptType: 3700 - OTHER | | | | | | | |
| 100-000-371000 | SALE OF SURPLUS EQUIP/PROPERTY | 30,000.00 | 30,000.00 | 367.74 | 1,542.61 | -28,457.39 | 5.14 % |
| | RptType: 3700 - OTHER Total: | 30,000.00 | 30,000.00 | 367.74 | 1,542.61 | -28,457.39 | 5.14 % |
| | Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total: | 18,045,155.00 | 18,236,775.00 | 509,883.53 | 5,616,332.64 | -12,620,442.36 | 30.80 % |
| Department: 910 - TRANSFER IN | | | | | | | |
| RptType: 3990 - TRANSFERS IN | | | | | | | |
| 100-910-399205 | TRANSFER IN FROM STREET FUND | 81,935.00 | 81,935.00 | 0.00 | 20,483.75 | -61,451.25 | 25.00 % |
| 100-910-399228 | TRANSFER IN FROM POLICE LEVY | 24,316.00 | 24,316.00 | 0.00 | 6,079.00 | -18,237.00 | 25.00 % |
| 100-910-399229 | TRANSFER IN FROM FIRE LEVY | 4,863.00 | 4,863.00 | 0.00 | 1,215.75 | -3,647.25 | 25.00 % |
| 100-910-399390 | TRANSFER IN FROM URBAN RENEWAL | 490,862.00 | 490,862.00 | 42,555.51 | 42,555.51 | -448,306.49 | 8.67 % |
| 100-910-399730 | TRANSFER IN FROM SEWER FUND | 60,748.00 | 60,748.00 | 0.00 | 15,187.00 | -45,561.00 | 25.00 % |
| 100-910-399740 | TRANSFER IN FROM WATER FUND | 65,903.00 | 65,903.00 | 0.00 | 16,475.75 | -49,427.25 | 25.00 % |
| 100-910-399750 | TRANSFER IN FROM STORM WATER | 60,748.00 | 60,748.00 | 0.00 | 15,187.00 | -45,561.00 | 25.00 % |
| | RptType: 3990 - TRANSFERS IN Total: | 789,375.00 | 789,375.00 | 42,555.51 | 117,183.76 | -672,191.24 | 14.85 % |
| | Department: 910 - TRANSFER IN Total: | 789,375.00 | 789,375.00 | 42,555.51 | 117,183.76 | -672,191.24 | 14.85 % |
| | Revenue Total: | 18,834,530.00 | 19,026,150.00 | 552,439.04 | 5,733,516.40 | -13,292,633.60 | 30.13 % |
| Expense | | | | | | | |
| Department: 121 - ADMIN | | | | | | | |
| RptCategory: 40 - PERSONNEL SERVICES | | | | | | | |
| 100-121-431010 | CITY ADMINISTRATOR | 284,124.00 | 284,124.00 | 11,594.00 | 84,415.95 | 199,708.05 | 29.71 % |
| 100-121-431020 | CITY RECRDR/HR MGR | 293,480.00 | 293,480.00 | 6,526.00 | 75,508.03 | 217,971.97 | 25.73 % |
| 100-121-431030 | FINANCE DIRECTOR (.80) | 202,297.00 | 202,297.00 | 0.00 | 0.00 | 202,297.00 | 0.00 % |
| 100-121-431070 | OFFICE ASSISTANT | 121,764.00 | 121,764.00 | 4,875.00 | 34,125.00 | 87,639.00 | 28.03 % |
| 100-121-431500 | ACCOUNTING CLERK | 204,110.00 | 204,110.00 | 9,017.64 | 50,740.83 | 153,369.17 | 24.86 % |
| 100-121-450100 | OVERTIME | 2,000.00 | 2,000.00 | 0.00 | 398.70 | 1,601.30 | 19.94 % |
| 100-121-450500 | CAREER RECOGNITION PAY | 8,819.00 | 8,819.00 | 360.67 | 2,363.63 | 6,455.37 | 26.80 % |
| 100-121-470000 | ASSOCIATED PAYROLL COSTS | 583,090.00 | 583,090.00 | 17,749.66 | 123,548.46 | 459,541.54 | 21.19 % |
| | RptCategory: 40 - PERSONNEL SERVICES Total: | 1,699,684.00 | 1,699,684.00 | 50,122.97 | 371,100.60 | 1,328,583.40 | 21.83 % |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | | |
| 100-121-500110 | CONTRACTUAL & PROFESSIONAL SER... | 134,000.00 | 134,000.00 | 9,950.00 | 67,538.37 | 66,461.63 | 50.40 % |
| 100-121-500120 | MUNICIPAL AUDIT CONTRACT | 84,000.00 | 84,000.00 | 350.00 | 20,450.00 | 63,550.00 | 24.35 % |
| 100-121-500130 | LEGAL FEES | 216,000.00 | 216,000.00 | 1,589.77 | 28,900.91 | 187,099.09 | 13.38 % |
| 100-121-500490 | COUNCIL ACTIVITIES | 25,000.00 | 25,000.00 | 98.84 | 3,189.59 | 21,810.41 | 12.76 % |
| 100-121-500491 | OUTSIDE AGENCY REQUESTS | 47,000.00 | 47,000.00 | 0.00 | 0.00 | 47,000.00 | 0.00 % |
| 100-121-500492 | COUNTY PLANNING SERVICES CONTR... | 160,000.00 | 160,000.00 | 8,788.10 | 46,644.87 | 113,355.13 | 29.15 % |
| 100-121-510020 | COMM PROMOTIONS/BUSINESS DEV | 384,650.00 | 384,650.00 | 26,850.00 | 49,863.23 | 334,786.77 | 12.96 % |
| 100-121-520120 | BANK CHARGES | 7,500.00 | 7,500.00 | 416.53 | 2,483.58 | 5,016.42 | 33.11 % |
| 100-121-520320 | FLEET FUEL, MAINTENANCE & REPAIR | 1,000.00 | 1,000.00 | 0.00 | 57.75 | 942.25 | 5.78 % |
| 100-121-520400 | OFFICE SUPPLIES & EQUIPMENT | 38,310.00 | 38,310.00 | 932.43 | 6,471.05 | 31,838.95 | 16.89 % |
| 100-121-520450 | CITY NEWSLETTER | 70,000.00 | 70,000.00 | 8,383.20 | 25,673.23 | 44,326.77 | 36.68 % |

Budget Report

For Fiscal: 2019-2020 Period Ending: 01/31/2020

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|--|------------------------------------|--------------------------|-------------------------|--------------------|--------------------|--|-----------------|
| 100-121-530000 | FIRE & LIABILITY INSURANCE | 200,000.00 | 200,000.00 | 7,320.00 | 156,760.39 | 43,239.61 | 78.38 % |
| 100-121-530200 | EMERGENCY MANAGEMENT | 25,000.00 | 25,000.00 | 42.75 | 765.85 | 24,234.15 | 3.06 % |
| 100-121-540110 | EMPLOYEE APPRECIATION | 5,000.00 | 5,000.00 | 62.00 | 1,345.66 | 3,654.34 | 26.91 % |
| 100-121-540120 | PERSONNEL RECRUITMENT | 20,000.00 | 20,000.00 | 174.00 | 429.78 | 19,570.22 | 2.15 % |
| 100-121-540200 | DUES & MEMBERSHIPS | 60,000.00 | 60,000.00 | 301.50 | 12,463.65 | 47,536.35 | 20.77 % |
| 100-121-540220 | TRAVEL, CONFERENCES & TRAINING | 45,000.00 | 45,000.00 | 345.09 | 6,514.45 | 38,485.55 | 14.48 % |
| 100-121-540230 | MILEAGE REIMBURSEMENT | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 2,000.00 | 0.00 % |
| 100-121-542000 | PUBLICATIONS & SUBSCRIPTIONS | 20,000.00 | 20,000.00 | 1,043.99 | 2,880.78 | 17,119.22 | 14.40 % |
| 100-121-560100 | UTILITIES | 0.00 | 0.00 | -84.72 | -84.72 | 84.72 | 0.00 % |
| 100-121-560120 | TELEPHONES | 30,000.00 | 30,000.00 | 956.75 | 6,512.80 | 23,487.20 | 21.71 % |
| RptCategory: 50 - MATERIAL AND SERVICES Total: | | 1,574,460.00 | 1,574,460.00 | 67,520.23 | 438,861.22 | 1,135,598.78 | 27.87 % |
| Department: 121 - ADMIN Total: | | 3,274,144.00 | 3,274,144.00 | 117,643.20 | 809,961.82 | 2,464,182.18 | 24.74 % |
| Department: 122 - INFORMATION TECHNOLOGY | | | | | | | |
| RptCategory: 40 - PERSONNEL SERVICES | | | | | | | |
| 100-122-432010 | IT MANAGER | 198,120.00 | 198,120.00 | 7,932.00 | 47,592.00 | 150,528.00 | 24.02 % |
| 100-122-470000 | ASSOCIATED PAYROLL COSTS | 79,889.00 | 79,889.00 | 2,177.67 | 12,915.26 | 66,973.74 | 16.17 % |
| RptCategory: 40 - PERSONNEL SERVICES Total: | | 278,009.00 | 278,009.00 | 10,109.67 | 60,507.26 | 217,501.74 | 21.76 % |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | | |
| 100-122-500110 | CONTRACTUAL & PROFESSIONAL | 37,360.00 | 37,360.00 | 0.00 | 8,800.00 | 28,560.00 | 23.55 % |
| 100-122-500210 | COMPUTER/TECHNOLOGY SERVICE | 34,200.00 | 34,200.00 | 4,264.00 | 30,415.57 | 3,784.43 | 88.93 % |
| 100-122-520400 | OFFICE SUPPLIES & EQUIPMENT | 35,112.00 | 35,112.00 | 1,310.67 | 8,389.55 | 26,722.45 | 23.89 % |
| 100-122-540300 | SMALL TOOLS, EQUIPMENT & SAFETY | 540.00 | 540.00 | 0.00 | 314.30 | 225.70 | 58.20 % |
| 100-122-560110 | CELL PHONES, PAGERS & RADIOS | 5,292.00 | 5,292.00 | 176.50 | 1,197.12 | 4,094.88 | 22.62 % |
| RptCategory: 50 - MATERIAL AND SERVICES Total: | | 112,504.00 | 112,504.00 | 5,751.17 | 49,116.54 | 63,387.46 | 43.66 % |
| RptCategory: 60 - CAPITAL OUTLAY | | | | | | | |
| 100-122-661018 | COMPUTER & EQUIPMENT RESERVE | 27,500.00 | 27,500.00 | 0.00 | 0.00 | 27,500.00 | 0.00 % |
| RptCategory: 60 - CAPITAL OUTLAY Total: | | 27,500.00 | 27,500.00 | 0.00 | 0.00 | 27,500.00 | 0.00 % |
| Department: 122 - INFORMATION TECHNOLOGY Total: | | 418,013.00 | 418,013.00 | 15,860.84 | 109,623.80 | 308,389.20 | 26.22 % |
| Department: 124 - FACILITIES | | | | | | | |
| RptCategory: 40 - PERSONNEL SERVICES | | | | | | | |
| 100-124-437050 | PUBLIC WORKS SUPERVISOR | 17,294.00 | 17,294.00 | 819.61 | 5,715.82 | 11,578.18 | 33.05 % |
| 100-124-437070 | UTILITY WORKER, JOURNEY | 55,223.00 | 55,223.00 | 2,407.09 | 16,861.65 | 38,361.35 | 30.53 % |
| 100-124-439011 | SEASONAL HELP | 16,490.00 | 16,490.00 | 0.00 | 0.00 | 16,490.00 | 0.00 % |
| 100-124-450100 | OVERTIME | 2,000.00 | 2,000.00 | 30.46 | 962.74 | 1,037.26 | 48.14 % |
| 100-124-450500 | CAREER RECOGNITION PAY | 510.00 | 510.00 | 23.19 | 163.65 | 346.35 | 32.09 % |
| 100-124-470000 | ASSOCIATED PAYROLL COSTS | 32,469.00 | 32,469.00 | 1,432.25 | 10,228.87 | 22,240.13 | 31.50 % |
| RptCategory: 40 - PERSONNEL SERVICES Total: | | 123,986.00 | 123,986.00 | 4,712.60 | 33,932.73 | 90,053.27 | 27.37 % |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | | |
| 100-124-500110 | CONTRACTUAL & PROFESSIONAL SER... | 105,000.00 | 105,000.00 | 3,469.55 | 18,864.19 | 86,135.81 | 17.97 % |
| 100-124-520130 | OPERATIONS, MAINTENANCE & REPA... | 105,000.00 | 105,000.00 | 119.00 | 8,473.81 | 96,526.19 | 8.07 % |
| 100-124-520322 | GENERATOR FUEL | 3,200.00 | 3,200.00 | 86.64 | 86.64 | 3,113.36 | 2.71 % |
| 100-124-540220 | TRAVEL, CONFERENCES& TRAINING | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 2,000.00 | 0.00 % |
| 100-124-540300 | SMALL TOOLS, EQUIPMENT & SAFETY... | 5,500.00 | 5,500.00 | 0.00 | 698.63 | 4,801.37 | 12.70 % |
| 100-124-560100 | UTILITIES | 140,000.00 | 140,000.00 | 7,124.31 | 40,622.28 | 99,377.72 | 29.02 % |
| RptCategory: 50 - MATERIAL AND SERVICES Total: | | 360,700.00 | 360,700.00 | 10,799.50 | 68,745.55 | 291,954.45 | 19.06 % |
| RptCategory: 60 - CAPITAL OUTLAY | | | | | | | |
| 100-124-641000 | FACILITY IMPROVEMENTS | 250,000.00 | 250,000.00 | 0.00 | 0.00 | 250,000.00 | 0.00 % |
| 100-124-641010 | BUILDING REPAIR | 47,000.00 | 47,000.00 | 0.00 | 45,000.00 | 2,000.00 | 95.74 % |
| RptCategory: 60 - CAPITAL OUTLAY Total: | | 297,000.00 | 297,000.00 | 0.00 | 45,000.00 | 252,000.00 | 15.15 % |
| Department: 124 - FACILITIES Total: | | 781,686.00 | 781,686.00 | 15,512.10 | 147,678.28 | 634,007.72 | 18.89 % |
| Department: 220 - COURT | | | | | | | |
| RptCategory: 40 - PERSONNEL SERVICES | | | | | | | |
| 100-220-432020 | MUNICIPAL COURT CLERK | 128,445.00 | 128,445.00 | 5,272.57 | 36,907.99 | 91,537.01 | 28.73 % |
| 100-220-432035 | COURT ADMINISTRATOR | 147,900.00 | 147,900.00 | 5,921.00 | 41,969.80 | 105,930.20 | 28.38 % |
| 100-220-450500 | CAREER RECOGNITION PAY | 1,479.00 | 1,479.00 | 0.00 | 67.17 | 1,411.83 | 4.54 % |

Budget Report

For Fiscal: 2019-2020 Period Ending: 01/31/2020

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|--------------------------------|---|--------------------------|-------------------------|--------------------|---------------------|--|-----------------|
| 100-220-470000 | ASSOCIATED PAYROLL COSTS | 157,102.00 | 157,102.00 | 6,217.17 | 43,326.15 | 113,775.85 | 27.58 % |
| | RptCategory: 40 - PERSONNEL SERVICES Total: | 434,926.00 | 434,926.00 | 17,410.74 | 122,271.11 | 312,654.89 | 28.11 % |
| | RptCategory: 50 - MATERIAL AND SERVICES | | | | | | |
| 100-220-500110 | CONTRACTUAL & PROFESSIONAL SER... | 1,000.00 | 1,000.00 | 100.00 | 200.00 | 800.00 | 20.00 % |
| 100-220-500132 | PROSECUTING ATTORNEY | 73,800.00 | 73,800.00 | 3,000.00 | 18,000.00 | 55,800.00 | 24.39 % |
| 100-220-500134 | ATTORNEYS FOR INDIGENT CLIENTS | 67,000.00 | 67,000.00 | 2,300.00 | 20,600.00 | 46,400.00 | 30.75 % |
| 100-220-500136 | MUNICIPAL COURT JUDGE | 73,800.00 | 73,800.00 | 3,090.00 | 24,090.00 | 49,710.00 | 32.64 % |
| 100-220-500137 | PRO-TEM JUDGE | 3,000.00 | 3,000.00 | 0.00 | 312.00 | 2,688.00 | 10.40 % |
| 100-220-500138 | JURY EXPENSES | 2,000.00 | 2,000.00 | 0.00 | 61.52 | 1,938.48 | 3.08 % |
| 100-220-500282 | COURTROOM SECURITY | 16,000.00 | 16,000.00 | 620.00 | 3,720.00 | 12,280.00 | 23.25 % |
| 100-220-520120 | BANK CHARGES | 8,000.00 | 8,000.00 | 1,134.79 | 1,134.79 | 6,865.21 | 14.18 % |
| 100-220-520400 | OFFICE SUPPLIES & EQUIPMENT | 27,500.00 | 27,500.00 | 886.56 | 4,626.19 | 22,873.81 | 16.82 % |
| 100-220-540220 | TRAVEL, CONFERENCES & TRAININGI... | 4,000.00 | 4,000.00 | 0.00 | 1,146.72 | 2,853.28 | 28.67 % |
| | RptCategory: 50 - MATERIAL AND SERVICES Total: | 276,100.00 | 276,100.00 | 11,131.35 | 73,891.22 | 202,208.78 | 26.76 % |
| | Department: 220 - COURT Total: | 711,026.00 | 711,026.00 | 28,542.09 | 196,162.33 | 514,863.67 | 27.59 % |
| | Department: 240 - POLICE | | | | | | |
| | RptCategory: 40 - PERSONNEL SERVICES | | | | | | |
| 100-240-432110 | POLICE CHIEF | 294,520.00 | 294,520.00 | 10,124.00 | 70,911.35 | 223,608.65 | 24.08 % |
| 100-240-432130 | POLICE LIEUTENANT | 220,220.00 | 220,220.00 | 8,745.00 | 65,617.52 | 154,602.48 | 29.80 % |
| 100-240-432140 | POLICE DETECTIVE | 163,009.00 | 163,009.00 | 13,691.85 | 95,073.57 | 67,935.43 | 58.32 % |
| 100-240-432160 | POLICE OFFICER | 1,270,810.00 | 1,270,810.00 | 34,790.49 | 267,722.71 | 1,003,087.29 | 21.07 % |
| 100-240-432170 | POLICE SERGEANT | 521,961.00 | 521,961.00 | 20,896.00 | 130,466.55 | 391,494.45 | 25.00 % |
| 100-240-432182 | PROPERTY ROOM TECHNICIAN | 57,912.00 | 57,912.00 | 2,675.25 | 16,610.98 | 41,301.02 | 28.68 % |
| 100-240-432185 | POLICE RECORDS CLERK | 110,324.00 | 110,324.00 | 4,416.00 | 30,912.00 | 79,412.00 | 28.02 % |
| 100-240-432190 | POLICE RESERVES | 0.00 | 0.00 | 0.00 | 175.95 | -175.95 | 0.00 % |
| 100-240-450100 | OVERTIME | 260,000.00 | 260,000.00 | 10,825.40 | 90,982.77 | 169,017.23 | 34.99 % |
| 100-240-450200 | HOLIDAY PAY | 22,000.00 | 22,000.00 | 2,142.44 | 11,538.37 | 10,461.63 | 52.45 % |
| 100-240-450300 | PROFICIENCY PAY | 77,428.00 | 77,428.00 | 3,827.60 | 25,398.91 | 52,029.09 | 32.80 % |
| 100-240-450500 | CAREER RECOGNITION PAY | 0.00 | 0.00 | 241.20 | 1,368.94 | -1,368.94 | 0.00 % |
| 100-240-470000 | ASSOCIATED PAYROLL COSTS | 1,614,224.00 | 1,614,224.00 | 61,736.32 | 397,707.20 | 1,216,516.80 | 24.64 % |
| | RptCategory: 40 - PERSONNEL SERVICES Total: | 4,612,408.00 | 4,612,408.00 | 174,111.55 | 1,204,486.82 | 3,407,921.18 | 26.11 % |
| | RptCategory: 50 - MATERIAL AND SERVICES | | | | | | |
| 100-240-500110 | CONTRACTUAL & PROFESSIONAL SER... | 76,440.00 | 76,440.00 | 1,606.29 | 42,400.66 | 34,039.34 | 55.47 % |
| 100-240-500284 | PARK PATROL | 13,860.00 | 13,860.00 | 0.00 | 2,492.50 | 11,367.50 | 17.98 % |
| 100-240-510044 | JUVENILE DIVERSION PROGRAM | 9,500.00 | 9,500.00 | 0.00 | 2,500.00 | 7,000.00 | 26.32 % |
| 100-240-520100 | OPERATIONAL SUPPLIES AND EXPENS... | 0.00 | 139,880.00 | 671.00 | 6,390.67 | 133,489.33 | 4.57 % |
| 100-240-520112 | FIREARMS/AMMUNITION | 68,000.00 | 68,000.00 | 6,512.60 | 13,442.08 | 54,557.92 | 19.77 % |
| 100-240-520310 | MAINTENANCE, REPAIR & OPERATION | 0.00 | 0.00 | 138.59 | 930.70 | -930.70 | 0.00 % |
| 100-240-520320 | FLEET FUEL, MAINTENANCE & REPAIR | 150,000.00 | 150,000.00 | 7,239.09 | 47,006.11 | 102,993.89 | 31.34 % |
| 100-240-520345 | RADAR MAINTENANCE REPLACEMENT | 0.00 | 0.00 | 0.00 | 1,638.00 | -1,638.00 | 0.00 % |
| 100-240-520400 | OFFICE SUPPLIES & EQUIPMENT | 179,880.00 | 40,000.00 | 3,961.23 | 7,990.22 | 32,009.78 | 19.98 % |
| 100-240-540110 | EMPLOYEE APPRECIATION | 12,000.00 | 12,000.00 | 0.00 | 346.80 | 11,653.20 | 2.89 % |
| 100-240-540200 | DUES & MEMBERSHIPS | 20,000.00 | 20,000.00 | 470.00 | 2,697.99 | 17,302.01 | 13.49 % |
| 100-240-540220 | TRAVEL, CONFERENCES & TRAINING | 64,000.00 | 64,000.00 | 2,278.82 | 11,341.68 | 52,658.32 | 17.72 % |
| 100-240-540301 | UNIFORMS AND SAFETY EQUIPMENT | 40,000.00 | 40,000.00 | 1,627.59 | 20,802.97 | 19,175.38 | 52.01 % |
| 100-240-542000 | PUBLICATIONS & SUBSCRIPTIONS | 8,200.00 | 8,200.00 | 111.99 | 768.95 | 7,431.05 | 9.38 % |
| 100-240-560110 | CELL PHONES, PAGERS, RADIOS | 40,868.00 | 40,868.00 | 1,672.89 | 12,160.15 | 28,707.85 | 29.75 % |
| | RptCategory: 50 - MATERIAL AND SERVICES Total: | 682,748.00 | 682,748.00 | 26,290.09 | 172,909.48 | 509,838.52 | 25.33 % |
| | RptCategory: 60 - CAPITAL OUTLAY | | | | | | |
| 100-240-651000 | VEHICLES AND EQUIPMENT RESERVES | 220,000.00 | 220,000.00 | 11,246.17 | 90,375.54 | 129,624.46 | 41.08 % |
| 100-240-661018 | RADIO & COMPUTER RESERVE | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 0.00 % |
| | RptCategory: 60 - CAPITAL OUTLAY Total: | 225,000.00 | 225,000.00 | 11,246.17 | 90,375.54 | 134,624.46 | 40.17 % |
| | Department: 240 - POLICE Total: | 5,520,156.00 | 5,520,156.00 | 211,647.81 | 1,467,771.84 | 4,052,384.16 | 26.59 % |
| | Department: 250 - FIRE | | | | | | |
| | RptCategory: 40 - PERSONNEL SERVICES | | | | | | |
| 100-250-432210 | FIRE CHIEF | 231,160.00 | 231,160.00 | 8,875.05 | 61,345.05 | 169,814.95 | 26.54 % |

Budget Report

For Fiscal: 2019-2020 Period Ending: 01/31/2020

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|---|------------------------------------|----------------------------------|---------------------------------|----------------------------|----------------------------|---|-------------------------|
| 100-250-432220 | FIRE MARSHAL | 205,864.00 | 205,864.00 | 7,932.00 | 55,749.00 | 150,115.00 | 27.08 % |
| 100-250-432240 | FIRE CAPTAIN | 489,027.00 | 489,027.00 | 19,578.09 | 134,247.36 | 354,779.64 | 27.45 % |
| 100-250-432290 | ON-CALL FIREFIGHTERS | 548,000.00 | 548,000.00 | 18,840.74 | 130,560.58 | 417,439.42 | 23.82 % |
| 100-250-450100 | OVERTIME | 50,000.00 | 50,000.00 | 2,384.06 | 20,532.61 | 29,467.39 | 41.07 % |
| 100-250-450500 | CAREER RECOGNITION PAY | 0.00 | 0.00 | 237.96 | 1,665.72 | -1,665.72 | 0.00 % |
| 100-250-470000 | ASSOCIATED PAYROLL COSTS | 682,019.00 | 682,019.00 | 30,727.19 | 202,548.88 | 479,470.12 | 29.70 % |
| 100-250-470040 | LIFE & DISABILITY INSURANCE | 8,000.00 | 8,000.00 | 70.61 | 497.62 | 7,502.38 | 6.22 % |
| RptCategory: 40 - PERSONNEL SERVICES Total: | | 2,214,070.00 | 2,214,070.00 | 88,645.70 | 607,146.82 | 1,606,923.18 | 27.42 % |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | | |
| 100-250-500110 | CONTRACTUAL & PROFESSIONAL SER... | 0.00 | 0.00 | 0.00 | 3,184.32 | -3,184.32 | 0.00 % |
| 100-250-500150 | MEDICAL DIRECTOR CONTRACT | 29,000.00 | 29,000.00 | 1,060.00 | 7,420.00 | 21,580.00 | 25.59 % |
| 100-250-500210 | COMPUTER/TECHNOLOGY SERVICES | 0.00 | 0.00 | 1,000.00 | 1,894.00 | -1,894.00 | 0.00 % |
| 100-250-500498 | SHARE COST CCOM DISPATCH | 170,000.00 | 170,000.00 | 7,374.08 | 51,618.60 | 118,381.40 | 30.36 % |
| 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 | 114.95 | 510.82 | 11,489.18 | 4.26 % |
| 100-250-520124 | FIRST RESPONDER SUPPLIES | 53,000.00 | 53,000.00 | 1,361.16 | 12,023.96 | 40,976.04 | 22.69 % |
| 100-250-520126 | SCBA & TURNOUT MAINTENANCE | 0.00 | 0.00 | 0.00 | 20.95 | -20.95 | 0.00 % |
| 100-250-520200 | BLDG MAINTENANCE & SUPPLIES | 83,800.00 | 83,800.00 | -5,159.56 | 29,329.71 | 54,470.29 | 35.00 % |
| 100-250-520310 | MAINTENANCE, REPAIR & OPERATION | 0.00 | 0.00 | 0.00 | 155.00 | -155.00 | 0.00 % |
| 100-250-520320 | FLEET FUEL, MAINTENANCE & REPAIR | 140,000.00 | 140,000.00 | 7,946.48 | 33,434.32 | 106,565.68 | 23.88 % |
| 100-250-520400 | OFFICE SUPPLIES & EQUIPMENT | 5,280.00 | 5,280.00 | 285.98 | 1,431.95 | 3,848.05 | 27.12 % |
| 100-250-540130 | PHYSICAL EXAMINATIONS | 48,000.00 | 48,000.00 | 285.00 | 806.00 | 47,194.00 | 1.68 % |
| 100-250-540200 | DUES & MEMBERSHIPS | 15,000.00 | 15,000.00 | 0.00 | 6,814.45 | 8,185.55 | 45.43 % |
| 100-250-540222 | TECH RESCUE TRAINING | 15,250.00 | 15,250.00 | 0.00 | 0.00 | 15,250.00 | 0.00 % |
| 100-250-540224 | EMS TRAINING & RECERTIFICATION | 15,000.00 | 15,000.00 | 0.00 | 4,610.40 | 10,389.60 | 30.74 % |
| 100-250-540225 | FIREFIGHTER TRAINING | 62,000.00 | 62,000.00 | 637.50 | 11,228.50 | 50,771.50 | 18.11 % |
| 100-250-540301 | UNIFORMS AND SAFETY EQUIPMENT | 30,000.00 | 30,000.00 | 452.00 | 5,068.37 | 24,931.63 | 16.89 % |
| 100-250-560110 | CELL PHONES, PAGERS, RADIOS | 64,000.00 | 64,000.00 | 535.38 | 22,432.48 | 41,567.52 | 35.05 % |
| RptCategory: 50 - MATERIAL AND SERVICES Total: | | 792,330.00 | 792,330.00 | 15,892.97 | 191,983.83 | 600,346.17 | 24.23 % |
| RptCategory: 60 - CAPITAL OUTLAY | | | | | | | |
| 100-250-661010 | ROUTINE EQUIP REPLACEMENT | 0.00 | 0.00 | 0.00 | 1,021.28 | -1,021.28 | 0.00 % |
| 100-250-661012 | TURN-OUTS & SCBA RESERVE | 0.00 | 191,620.00 | 0.00 | 156,183.16 | 35,436.84 | 81.51 % |
| 100-250-661014 | DIVE RESCUE EQUIPMENT | 0.00 | 0.00 | 0.00 | 1,767.18 | -1,767.18 | 0.00 % |
| 100-250-661016 | FIRE APPARATUS & EQUIPMENT RESE... | 466,667.00 | 466,667.00 | 0.00 | 291,953.00 | 174,714.00 | 62.56 % |
| 100-250-661018 | RADIO & COMPUTER RESERVE | 44,394.00 | 44,394.00 | 0.00 | 0.00 | 44,394.00 | 0.00 % |
| RptCategory: 60 - CAPITAL OUTLAY Total: | | 511,061.00 | 702,681.00 | 0.00 | 450,924.62 | 251,756.38 | 64.17 % |
| Department: 250 - FIRE Total: | | 3,517,461.00 | 3,709,081.00 | 104,538.67 | 1,250,055.27 | 2,459,025.73 | 33.70 % |
| Department: 526 - PARKS | | | | | | | |
| RptCategory: 40 - PERSONNEL SERVICES | | | | | | | |
| 100-526-437049 | PUBLIC WORKS DIRECTOR | 50,930.00 | 50,930.00 | 2,140.80 | 14,479.60 | 36,450.40 | 28.43 % |
| 100-526-437050 | PUBLIC WORKS SUPERVISOR | 77,820.00 | 77,820.00 | 3,688.23 | 25,721.12 | 52,098.88 | 33.05 % |
| 100-526-437051 | PW OPERATIONS MANAGER | 15,233.00 | 15,233.00 | 0.00 | 0.00 | 15,233.00 | 0.00 % |
| 100-526-437055 | PW ADMIN ASSISTANT | 18,009.00 | 18,009.00 | 698.00 | 5,608.10 | 12,400.90 | 31.14 % |
| 100-526-437070 | UTILITY WORKER, JOURNEY | 134,877.00 | 134,877.00 | 7,863.40 | 56,844.94 | 78,032.06 | 42.15 % |
| 100-526-437071 | UTILITY WORKER II | 55,224.00 | 55,224.00 | 0.00 | 0.00 | 55,224.00 | 0.00 % |
| 100-526-439011 | SEASONAL HELP | 65,000.00 | 65,000.00 | 0.00 | 12,496.71 | 52,503.29 | 19.23 % |
| 100-526-450100 | OVERTIME | 7,000.00 | 7,000.00 | 141.48 | 2,574.76 | 4,425.24 | 36.78 % |
| 100-526-450500 | CAREER RECOGNITION PAY | 0.00 | 0.00 | 267.00 | 1,928.49 | -1,928.49 | 0.00 % |
| 100-526-470000 | ASSOCIATED PAYROLL COSTS | 232,885.00 | 232,885.00 | 9,124.62 | 65,721.28 | 167,163.72 | 28.22 % |
| RptCategory: 40 - PERSONNEL SERVICES Total: | | 656,978.00 | 656,978.00 | 23,923.53 | 185,375.00 | 471,603.00 | 28.22 % |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | | |
| 100-526-500110 | CONTRACTUAL & PROFESSIONAL SER... | 65,000.00 | 65,000.00 | 2,018.15 | 10,750.90 | 54,249.10 | 16.54 % |
| 100-526-520130 | OPERATIONS, MAINTENANCE & REPA... | 140,000.00 | 140,000.00 | 587.43 | 21,922.12 | 118,077.88 | 15.66 % |
| 100-526-520132 | HAZARDOUS TREE REMOVAL | 60,000.00 | 60,000.00 | 2,250.00 | 19,900.75 | 40,099.25 | 33.17 % |
| 100-526-520300 | EQUIPMENT MAINTENANCE AND SU... | 0.00 | 0.00 | 0.00 | 19.35 | -19.35 | 0.00 % |
| 100-526-520320 | FLEET FUEL, MAINTENANCE & REPAIR | 42,000.00 | 42,000.00 | 222.64 | 6,826.11 | 35,173.89 | 16.25 % |
| 100-526-520400 | OFFICE SUPPLIES & EQUIPMENT | 3,360.00 | 3,360.00 | 83.98 | 1,041.24 | 2,318.76 | 30.99 % |

Budget Report

For Fiscal: 2019-2020 Period Ending: 01/31/2020

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|---|------------------------------------|--------------------------|-------------------------|--------------------|--------------------|--|-----------------|
| 100-526-540220 | TRAVEL, CONFERENCES & TRAINING | 3,500.00 | 3,500.00 | 0.00 | 40.40 | 3,459.60 | 1.15 % |
| 100-526-540300 | SMALL TOOLS, EQUIPMENT & SAFETY... | 30,000.00 | 30,000.00 | 0.00 | 2,254.29 | 27,745.71 | 7.51 % |
| 100-526-540400 | DUMPING, HAULING, GARBAGE | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 3,000.00 | 0.00 % |
| 100-526-560100 | UTILITIES | 60,000.00 | 60,000.00 | 2,219.67 | 17,546.40 | 42,453.60 | 29.24 % |
| RptCategory: 50 - MATERIAL AND SERVICES Total: | | 406,860.00 | 406,860.00 | 7,381.87 | 80,301.56 | 326,558.44 | 19.74 % |
| RptCategory: 60 - CAPITAL OUTLAY | | | | | | | |
| 100-526-660100 | EQUIPMENT REPLACEMENT RESERVES | 120,200.00 | 120,200.00 | 0.00 | -2,840.25 | 123,040.25 | -2.36 % |
| 100-526-676050 | SYSTEM IMPROVEMENTS & PROJECTS | 68,411.00 | 68,411.00 | 0.00 | 4,268.20 | 64,142.80 | 6.24 % |
| RptCategory: 60 - CAPITAL OUTLAY Total: | | 188,611.00 | 188,611.00 | 0.00 | 1,427.95 | 187,183.05 | 0.76 % |
| Department: 526 - PARKS Total: | | 1,252,449.00 | 1,252,449.00 | 31,305.40 | 267,104.51 | 985,344.49 | 21.33 % |
| Department: 527 - RECREATION | | | | | | | |
| RptCategory: 40 - PERSONNEL SERVICES | | | | | | | |
| 100-527-435110 | FIELD MAINTENANCE CREW | 32,000.00 | 32,000.00 | 0.00 | 6,689.02 | 25,310.98 | 20.90 % |
| 100-527-435120 | PLAYGROUND AIDES | 28,000.00 | 28,000.00 | 0.00 | 10,058.68 | 17,941.32 | 35.92 % |
| 100-527-470000 | ASSOCIATED PAYROLL COSTS | 6,000.00 | 6,000.00 | 0.00 | 2,949.62 | 3,050.38 | 49.16 % |
| RptCategory: 40 - PERSONNEL SERVICES Total: | | 66,000.00 | 66,000.00 | 0.00 | 19,697.32 | 46,302.68 | 29.84 % |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | | |
| 100-527-510062 | SUMMER PROGRAMS | 3,000.00 | 3,000.00 | 0.00 | 1,054.47 | 1,945.53 | 35.15 % |
| 100-527-510064 | SPECIAL EVENTS | 5,000.00 | 5,000.00 | 0.00 | 512.95 | 4,487.05 | 10.26 % |
| 100-527-520136 | MAINTENANCE & SUPPLIES | 2,200.00 | 2,200.00 | 0.00 | 65.76 | 2,134.24 | 2.99 % |
| RptCategory: 50 - MATERIAL AND SERVICES Total: | | 10,200.00 | 10,200.00 | 0.00 | 1,633.18 | 8,566.82 | 16.01 % |
| Department: 527 - RECREATION Total: | | 76,200.00 | 76,200.00 | 0.00 | 21,330.50 | 54,869.50 | 27.99 % |
| Department: 528 - SENIOR CENTER | | | | | | | |
| RptCategory: 40 - PERSONNEL SERVICES | | | | | | | |
| 100-528-435210 | SENIOR CENTER MANAGER | 171,144.00 | 171,144.00 | 6,851.00 | 47,957.00 | 123,187.00 | 28.02 % |
| 100-528-435240 | TRAM DRIVER | 61,914.00 | 61,914.00 | 2,396.85 | 18,905.66 | 43,008.34 | 30.54 % |
| 100-528-435250 | NUTRITION CATERER | 51,595.00 | 51,595.00 | 3,029.65 | 19,493.26 | 32,101.74 | 37.78 % |
| 100-528-435280 | CENTER ASSISTANT | 95,413.00 | 95,413.00 | 3,820.00 | 27,848.43 | 67,564.57 | 29.19 % |
| 100-528-435295 | BUILDING MONITOR | 10,000.00 | 10,000.00 | 275.00 | 2,051.28 | 7,948.72 | 20.51 % |
| 100-528-450500 | CAREER RECOGNITION PAY | 3,405.00 | 3,405.00 | 147.95 | 1,015.10 | 2,389.90 | 29.81 % |
| 100-528-470000 | ASSOCIATED PAYROLL COSTS | 169,016.00 | 169,016.00 | 6,222.15 | 43,862.38 | 125,153.62 | 25.95 % |
| RptCategory: 40 - PERSONNEL SERVICES Total: | | 562,487.00 | 562,487.00 | 22,742.60 | 161,133.11 | 401,353.89 | 28.65 % |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | | |
| 100-528-510075 | NUTRITION PROGRAM SUPPLIES | 36,000.00 | 36,000.00 | 1,070.75 | 7,759.08 | 28,240.92 | 21.55 % |
| 100-528-520140 | TRAM EXPENSES | 12,500.00 | 12,500.00 | 311.59 | 5,275.22 | 7,224.78 | 42.20 % |
| 100-528-520190 | MISCELLANEOUS EQUIPMENT | 7,500.00 | 7,500.00 | 249.17 | 716.99 | 6,783.01 | 9.56 % |
| 100-528-520200 | BLDG MAINTENANCE & SUPPLIES | 16,000.00 | 16,000.00 | 511.65 | 4,999.97 | 11,000.03 | 31.25 % |
| 100-528-520320 | FLEET FUEL, MAINTENANCE & REPAIR | 2,500.00 | 2,500.00 | 0.00 | 19.00 | 2,481.00 | 0.76 % |
| 100-528-520400 | OFFICE SUPPLIES & EQUIPMENT | 11,368.00 | 11,368.00 | 311.35 | 2,148.50 | 9,219.50 | 18.90 % |
| 100-528-540200 | DUES & MEMBERSHIPS | 2,800.00 | 2,800.00 | 0.00 | 310.00 | 2,490.00 | 11.07 % |
| 100-528-540230 | MILEAGE REIMBURSEMENT | 100.00 | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 % |
| 100-528-560120 | TELEPHONES | 7,000.00 | 7,000.00 | 314.57 | 2,065.03 | 4,934.97 | 29.50 % |
| RptCategory: 50 - MATERIAL AND SERVICES Total: | | 95,768.00 | 95,768.00 | 2,769.08 | 23,293.79 | 72,474.21 | 24.32 % |
| RptCategory: 60 - CAPITAL OUTLAY | | | | | | | |
| 100-528-641010 | BUILDING REPAIR | 13,000.00 | 13,000.00 | 0.00 | 0.00 | 13,000.00 | 0.00 % |
| RptCategory: 60 - CAPITAL OUTLAY Total: | | 13,000.00 | 13,000.00 | 0.00 | 0.00 | 13,000.00 | 0.00 % |
| Department: 528 - SENIOR CENTER Total: | | 671,255.00 | 671,255.00 | 25,511.68 | 184,426.90 | 486,828.10 | 27.47 % |
| Department: 529 - LIBRARY | | | | | | | |
| RptCategory: 40 - PERSONNEL SERVICES | | | | | | | |
| 100-529-435320 | LIBRARY ASSISTANT II | 360,000.00 | 360,000.00 | 0.00 | 126,163.12 | 233,836.88 | 35.05 % |
| 100-529-435392 | ON CALL LIB ASSISTANT | 0.00 | 0.00 | 0.00 | 12,280.59 | -12,280.59 | 0.00 % |
| 100-529-450500 | CAREER RECOGNITION PAY | 0.00 | 0.00 | 0.00 | 830.67 | -830.67 | 0.00 % |
| 100-529-470000 | ASSOCIATED PAYROLL COSTS | 195,000.00 | 195,000.00 | 0.00 | 54,026.23 | 140,973.77 | 27.71 % |
| RptCategory: 40 - PERSONNEL SERVICES Total: | | 555,000.00 | 555,000.00 | 0.00 | 193,300.61 | 361,699.39 | 34.83 % |

Budget Report

For Fiscal: 2019-2020 Period Ending: 01/31/2020

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|---|-----------------------------------|--------------------------|-------------------------|--------------------|---------------------|--|-----------------|
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | | |
| 100-529-500110 | CONTRACTUAL & PROFESSIONAL SER... | 265,900.00 | 265,900.00 | 0.00 | 146,871.41 | 119,028.59 | 55.24 % |
| 100-529-500210 | COMPUTER/TECHNOLOGY SERVICES | 25,000.00 | 25,000.00 | 0.00 | 0.00 | 25,000.00 | 0.00 % |
| 100-529-510081 | NEW BOOKS | 95,000.00 | 95,000.00 | 0.00 | 14,907.85 | 80,092.15 | 15.69 % |
| 100-529-510082 | ADULT/CHILDREN'S PROGRAMS | 7,500.00 | 7,500.00 | 0.00 | 1,224.24 | 6,275.76 | 16.32 % |
| 100-529-510084 | READY TO READ GRANT | 2,950.00 | 2,950.00 | 0.00 | 1,472.00 | 1,478.00 | 49.90 % |
| 100-529-510086 | LIB FOUNDATION FUNDED PROGRAM | 5,000.00 | 5,000.00 | 0.00 | 2,487.73 | 2,512.27 | 49.75 % |
| 100-529-510100 | MARKETING | 700.00 | 700.00 | 0.00 | 0.00 | 700.00 | 0.00 % |
| 100-529-520400 | OFFICE SUPPLIES & EQUIPMENT | 6,000.00 | 6,000.00 | 0.00 | 1,405.89 | 4,594.11 | 23.43 % |
| 100-529-530100 | RENTALS AND LEASES | 9,000.00 | 9,000.00 | 0.00 | 3,675.14 | 5,324.86 | 40.83 % |
| 100-529-542000 | PUBLICATIONS & SUBSCRIPTIONS | 4,500.00 | 4,500.00 | 0.00 | 192.31 | 4,307.69 | 4.27 % |
| RptCategory: 50 - MATERIAL AND SERVICES Total: | | 421,550.00 | 421,550.00 | 0.00 | 172,236.57 | 249,313.43 | 40.86 % |
| Department: 529 - LIBRARY Total: | | 976,550.00 | 976,550.00 | 0.00 | 365,537.18 | 611,012.82 | 37.43 % |
| Department: 600 - DEBT SERVICE | | | | | | | |
| RptCategory: 70 - DEBT SERVICE | | | | | | | |
| 100-600-720040 | DEBT PRINCIPAL | 320,399.00 | 320,399.00 | 0.00 | 157,709.00 | 162,690.00 | 49.22 % |
| 100-600-730040 | DEBT SERVICE - INTEREST | 170,462.00 | 170,462.00 | 42,555.51 | 87,555.51 | 82,906.49 | 51.36 % |
| RptCategory: 70 - DEBT SERVICE Total: | | 490,861.00 | 490,861.00 | 42,555.51 | 245,264.51 | 245,596.49 | 49.97 % |
| Department: 600 - DEBT SERVICE Total: | | 490,861.00 | 490,861.00 | 42,555.51 | 245,264.51 | 245,596.49 | 49.97 % |
| Department: 990 - CONTINGENCY | | | | | | | |
| RptCategory: 90 - OTHER | | | | | | | |
| 100-990-910000 | CONTINGENCY FUNDS | 1,144,729.00 | 1,144,729.00 | 0.00 | 0.00 | 1,144,729.00 | 0.00 % |
| RptCategory: 90 - OTHER Total: | | 1,144,729.00 | 1,144,729.00 | 0.00 | 0.00 | 1,144,729.00 | 0.00 % |
| Department: 990 - CONTINGENCY Total: | | 1,144,729.00 | 1,144,729.00 | 0.00 | 0.00 | 1,144,729.00 | 0.00 % |
| Expense Total: | | 18,834,530.00 | 19,026,150.00 | 593,117.30 | 5,064,916.94 | 13,961,233.06 | 26.62 % |
| Fund: 100 - GENERAL FUND Surplus (Deficit): | | 0.00 | 0.00 | -40,678.26 | 668,599.46 | 668,599.46 | 0.00 % |

Budget Report

For Fiscal: 2019-2020 Period Ending: 01/31/2020

| | 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 | 1,750,000.00 | 1,750,000.00 | 0.00 | 0.00 | -1,750,000.00 0.00 % |
| | RptType: 3000 - BEG FUND BAL. Total: | 1,750,000.00 | 1,750,000.00 | 0.00 | 0.00 | -1,750,000.00 0.00 % |
| RptType: 3110 - STATE SHARED TAXES | | | | | | |
| 205-000-310140 | STATE HIGHWAY TAXES | 1,837,123.00 | 1,837,123.00 | 74,328.26 | 516,607.80 | -1,320,515.20 28.12 % |
| | RptType: 3110 - STATE SHARED TAXES Total: | 1,837,123.00 | 1,837,123.00 | 74,328.26 | 516,607.80 | -1,320,515.20 28.12 % |
| RptType: 3120 - RIGHT OF WAY FEES | | | | | | |
| 205-000-312050 | RIGHT OF WAY - TELECOM | 436,000.00 | 436,000.00 | 26,213.82 | 102,581.60 | -333,418.40 23.53 % |
| 205-000-312055 | RIGHT OF WAY - OTHER | 450,000.00 | 450,000.00 | 5,385.51 | 16,117.21 | -433,882.79 3.58 % |
| 205-000-312060 | ROW LICENSES & APP FEES | 6,000.00 | 6,000.00 | 50.00 | 100.00 | -5,900.00 1.67 % |
| | RptType: 3120 - RIGHT OF WAY FEES Total: | 892,000.00 | 892,000.00 | 31,649.33 | 118,798.81 | -773,201.19 13.32 % |
| RptType: 3141 - SDC | | | | | | |
| 205-000-314075 | TRANSPORTATION SDC'S | 20,000.00 | 20,000.00 | 3,594.82 | 71,404.64 | 51,404.64 357.02 % |
| 205-000-314076 | SDC Reimbursement Fee | 0.00 | 0.00 | 111.18 | 2,822.36 | 2,822.36 0.00 % |
| | RptType: 3141 - SDC Total: | 20,000.00 | 20,000.00 | 3,706.00 | 74,227.00 | 54,227.00 371.14 % |
| RptType: 3600 - MISCELLANEOUS | | | | | | |
| 205-000-360000 | ALL OTHER ROAD/STREET RECEIPTS | 60,000.00 | 60,000.00 | 1,645.00 | 29,144.34 | -30,855.66 48.57 % |
| | RptType: 3600 - MISCELLANEOUS Total: | 60,000.00 | 60,000.00 | 1,645.00 | 29,144.34 | -30,855.66 48.57 % |
| | Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total: | 4,559,123.00 | 4,559,123.00 | 111,328.59 | 738,777.95 | -3,820,345.05 16.20 % |
| Department: 910 - TRANSFER IN | | | | | | |
| RptType: 3990 - TRANSFERS IN | | | | | | |
| 205-910-399730 | TRANSFER IN FROM SEWER FUND | 241,667.00 | 241,667.00 | 0.00 | 0.00 | -241,667.00 0.00 % |
| 205-910-399740 | TRANSFER IN FROM WATER FUND | 171,488.00 | 171,488.00 | 0.00 | 0.00 | -171,488.00 0.00 % |
| 205-910-399750 | TRANSFER IN FROM STORM WATER | 79,676.00 | 79,676.00 | 0.00 | 0.00 | -79,676.00 0.00 % |
| | RptType: 3990 - TRANSFERS IN Total: | 492,831.00 | 492,831.00 | 0.00 | 0.00 | -492,831.00 0.00 % |
| | Department: 910 - TRANSFER IN Total: | 492,831.00 | 492,831.00 | 0.00 | 0.00 | -492,831.00 0.00 % |
| | Revenue Total: | 5,051,954.00 | 5,051,954.00 | 111,328.59 | 738,777.95 | -4,313,176.05 14.62 % |
| Expense | | | | | | |
| Department: 305 - ROAD AND STREET | | | | | | |
| RptCategory: 40 - PERSONNEL SERVICES | | | | | | |
| 205-305-437049 | PUBLIC WORKS DIRECTOR | 50,930.00 | 50,930.00 | 2,140.80 | 14,479.60 | 36,450.40 28.43 % |
| 205-305-437050 | PUBLIC WORKS SUPERVISOR | 77,822.00 | 77,822.00 | 3,688.24 | 25,721.08 | 52,100.92 33.05 % |
| 205-305-437051 | PW OPERATIONS MANAGER | 34,173.00 | 34,173.00 | 0.00 | 0.00 | 34,173.00 0.00 % |
| 205-305-437055 | PW ADMIN ASSISTANT | 38,210.00 | 38,210.00 | 1,570.49 | 11,984.53 | 26,225.47 31.36 % |
| 205-305-437070 | UTILITY WORKER, JOURNEY | 242,705.00 | 242,705.00 | 9,925.62 | 71,000.86 | 171,704.14 29.25 % |
| 205-305-439011 | SEASONAL HELP | 45,000.00 | 45,000.00 | 0.00 | 10,449.55 | 34,550.45 23.22 % |
| 205-305-450100 | OVERTIME | 8,000.00 | 8,000.00 | 123.05 | 2,406.87 | 5,593.13 30.09 % |
| 205-305-450500 | CAREER RECOGNITION PAY | 2,309.00 | 2,309.00 | 158.87 | 1,116.38 | 1,192.62 48.35 % |
| 205-305-470000 | ASSOCIATED PAYROLL COSTS | 301,436.00 | 301,436.00 | 11,576.80 | 82,208.58 | 219,227.42 27.27 % |
| | RptCategory: 40 - PERSONNEL SERVICES Total: | 800,585.00 | 800,585.00 | 29,183.87 | 219,367.45 | 581,217.55 27.40 % |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | |
| 205-305-500110 | CONTRACTUAL & PROFESSIONAL SER... | 109,200.00 | 109,200.00 | 6,204.76 | 18,048.92 | 91,151.08 16.53 % |
| 205-305-520130 | OPERATIONS, MAINTENANCE & REPA... | 500,000.00 | 500,000.00 | 38.93 | 185,997.55 | 314,002.45 37.20 % |
| 205-305-520172 | STREET LIGHT MAINTENANCE | 165,000.00 | 165,000.00 | 6,287.98 | 49,305.38 | 115,694.62 29.88 % |
| 205-305-520174 | SHOP SUPPLIES | 0.00 | 0.00 | 55.02 | 55.02 | -55.02 0.00 % |
| 205-305-520176 | TRAFFIC SIGNAL MAINTENANCE | 45,000.00 | 45,000.00 | 0.00 | 3,186.35 | 41,813.65 7.08 % |
| 205-305-520178 | STREET SIGN MAINTENANCE | 45,000.00 | 45,000.00 | 925.49 | 10,207.03 | 34,792.97 22.68 % |
| 205-305-520320 | FLEET FUEL, MAINTENANCE & REPAIR | 65,000.00 | 65,000.00 | 894.37 | 16,553.09 | 48,446.91 25.47 % |
| 205-305-520400 | OFFICE SUPPLIES & EQUIPMENT | 4,160.00 | 4,160.00 | 83.98 | 1,041.24 | 3,118.76 25.03 % |
| 205-305-540220 | TRAVEL, CONFERENCES & TRAINING | 5,000.00 | 5,000.00 | 0.00 | 40.40 | 4,959.60 0.81 % |
| 205-305-540300 | SMALL TOOLS, EQUIPMENT & SAFETY... | 45,000.00 | 45,000.00 | 93.93 | 10,630.70 | 34,369.30 23.62 % |
| 205-305-540400 | DUMPING, HAULING, GARBAGE | 5,000.00 | 5,000.00 | 0.00 | 217.50 | 4,782.50 4.35 % |

Budget Report

For Fiscal: 2019-2020 Period Ending: 01/31/2020

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|--------------------------------|--|--------------------------|-------------------------|--------------------|--------------------|--|-----------------|
| 205-305-560100 | UTILITIES | 2,200.00 | 2,200.00 | 54.16 | 378.94 | 1,821.06 | 17.22 % |
| | RptCategory: 50 - MATERIAL AND SERVICES Total: | 990,560.00 | 990,560.00 | 14,638.62 | 295,662.12 | 694,897.88 | 29.85 % |
| | RptCategory: 60 - CAPITAL OUTLAY | | | | | | |
| 205-305-660100 | EQUIPMENT REPLACEMENT RESERVES | 575,000.00 | 575,000.00 | 0.00 | 0.00 | 575,000.00 | 0.00 % |
| 205-305-675056 | BIKEWAY & SIDEWALK IMPROVEMENT | 72,000.00 | 72,000.00 | 0.00 | 0.00 | 72,000.00 | 0.00 % |
| 205-305-676050 | SYSTEM IMPROVEMENTS & PROJECTS | 1,295,659.00 | 1,295,659.00 | 31,515.80 | 162,520.91 | 1,133,138.09 | 12.54 % |
| 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: | 2,270,194.00 | 2,270,194.00 | 31,515.80 | 162,520.91 | 2,107,673.09 | 7.16 % |
| | Department: 305 - ROAD AND STREET Total: | 4,061,339.00 | 4,061,339.00 | 75,338.29 | 677,550.48 | 3,383,788.52 | 16.68 % |
| | Department: 920 - TRANSFER OUT | | | | | | |
| | RptCategory: 89 - TRANSFERS OUT | | | | | | |
| 205-920-899100 | TRANSFER OUT TO GENERAL FUND | 81,935.00 | 81,935.00 | 0.00 | 20,483.75 | 61,451.25 | 25.00 % |
| 205-920-899730 | TRANSFER OUT TO SEWER FUND | 169,560.00 | 169,560.00 | 0.00 | 0.00 | 169,560.00 | 0.00 % |
| 205-920-899740 | TRANSFER OUT TO WATER | 169,560.00 | 169,560.00 | 0.00 | 0.00 | 169,560.00 | 0.00 % |
| 205-920-899750 | TRANSFER OUT TO STORM | 169,560.00 | 169,560.00 | 0.00 | 0.00 | 169,560.00 | 0.00 % |
| | RptCategory: 89 - TRANSFERS OUT Total: | 590,615.00 | 590,615.00 | 0.00 | 20,483.75 | 570,131.25 | 3.47 % |
| | Department: 920 - TRANSFER OUT Total: | 590,615.00 | 590,615.00 | 0.00 | 20,483.75 | 570,131.25 | 3.47 % |
| | Department: 990 - CONTINGENCY | | | | | | |
| | RptCategory: 90 - OTHER | | | | | | |
| 205-990-910000 | CONTINGENCY FUNDS | 400,000.00 | 400,000.00 | 0.00 | 0.00 | 400,000.00 | 0.00 % |
| | RptCategory: 90 - OTHER Total: | 400,000.00 | 400,000.00 | 0.00 | 0.00 | 400,000.00 | 0.00 % |
| | Department: 990 - CONTINGENCY Total: | 400,000.00 | 400,000.00 | 0.00 | 0.00 | 400,000.00 | 0.00 % |
| | Expense Total: | 5,051,954.00 | 5,051,954.00 | 75,338.29 | 698,034.23 | 4,353,919.77 | 13.82 % |
| | Fund: 205 - ROAD AND STREET FUND Surplus (Deficit): | 0.00 | 0.00 | 35,990.30 | 40,743.72 | 40,743.72 | 0.00 % |

Budget Report

For Fiscal: 2019-2020 Period Ending: 01/31/2020

| | 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 | 165,000.00 | 165,000.00 | 0.00 | 0.00 | -165,000.00 0.00 % |
| | RptType: 3000 - BEG FUND BAL. Total: | 165,000.00 | 165,000.00 | 0.00 | 0.00 | -165,000.00 0.00 % |
| RptType: 3100 - LOCAL TAXES | | | | | | |
| 228-000-310020 | CURRENT LEVY TAX | 1,311,323.00 | 1,311,323.00 | 6,490.75 | 570,480.97 | -740,842.03 43.50 % |
| 228-000-310050 | PRIOR YEAR TAXES | 48,000.00 | 48,000.00 | 586.38 | 4,630.64 | -43,369.36 9.65 % |
| | RptType: 3100 - LOCAL TAXES Total: | 1,359,323.00 | 1,359,323.00 | 7,077.13 | 575,111.61 | -784,211.39 42.31 % |
| RptType: 3301 - INTEREST | | | | | | |
| 228-000-330100 | INTEREST | 7,800.00 | 7,800.00 | 1,017.56 | 3,075.16 | -4,724.84 39.43 % |
| | RptType: 3301 - INTEREST Total: | 7,800.00 | 7,800.00 | 1,017.56 | 3,075.16 | -4,724.84 39.43 % |
| | Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total: | 1,532,123.00 | 1,532,123.00 | 8,094.69 | 578,186.77 | -953,936.23 37.74 % |
| | Revenue Total: | 1,532,123.00 | 1,532,123.00 | 8,094.69 | 578,186.77 | -953,936.23 37.74 % |
| Expense | | | | | | |
| Department: 245 - POLICE LEVY | | | | | | |
| RptCategory: 40 - PERSONNEL SERVICES | | | | | | |
| 228-245-432160 | POLICE OFFICER | 155,208.00 | 155,208.00 | 6,633.82 | 46,921.26 | 108,286.74 30.23 % |
| 228-245-432165 | SCHOOL RESOURCE OFFICER | 155,208.00 | 155,208.00 | 6,736.93 | 47,373.31 | 107,834.69 30.52 % |
| 228-245-432180 | MUNICIPAL ORDINANCE SPECIALIST | 127,715.00 | 127,715.00 | 5,113.00 | 35,791.00 | 91,924.00 28.02 % |
| 228-245-432195 | EXECUTIVE ASSISTANT | 122,467.00 | 122,467.00 | 5,156.35 | 35,649.98 | 86,817.02 29.11 % |
| 228-245-450100 | OVERTIME | 80,000.00 | 80,000.00 | 537.76 | 10,955.42 | 69,044.58 13.69 % |
| 228-245-450200 | HOLIDAY PAY | 0.00 | 0.00 | 179.25 | 403.77 | -403.77 0.00 % |
| 228-245-450300 | PROFICIENCY PAY | 30,385.00 | 30,385.00 | 897.78 | 6,949.77 | 23,435.23 22.87 % |
| 228-245-450500 | CAREER RECOGNITION PAY | 0.00 | 0.00 | 195.69 | 1,430.96 | -1,430.96 0.00 % |
| 228-245-470000 | ASSOCIATED PAYROLL COSTS | 482,308.00 | 482,308.00 | 17,258.54 | 120,530.14 | 361,777.86 24.99 % |
| | RptCategory: 40 - PERSONNEL SERVICES Total: | 1,153,291.00 | 1,153,291.00 | 42,709.12 | 306,005.61 | 847,285.39 26.53 % |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | |
| 228-245-500498 | SHARE COST CCOM DISPATCH | 295,000.00 | 295,000.00 | 11,869.66 | 83,087.70 | 211,912.30 28.17 % |
| 228-245-510032 | SRO EXPENSES | 4,000.00 | 4,000.00 | 0.00 | 518.13 | 3,481.87 12.95 % |
| 228-245-510040 | K-9 EXPENSES | 14,000.00 | 14,000.00 | 0.00 | 699.55 | 13,300.45 5.00 % |
| 228-245-510041 | SWAT PROGRAM | 8,200.00 | 8,200.00 | 0.00 | 0.00 | 8,200.00 0.00 % |
| 228-245-520310 | MAINTENANCE, REPAIR & OPERATION | 20,000.00 | 20,000.00 | 0.00 | 0.00 | 20,000.00 0.00 % |
| | RptCategory: 50 - MATERIAL AND SERVICES Total: | 341,200.00 | 341,200.00 | 11,869.66 | 84,305.38 | 256,894.62 24.71 % |
| | Department: 245 - POLICE LEVY Total: | 1,494,491.00 | 1,494,491.00 | 54,578.78 | 390,310.99 | 1,104,180.01 26.12 % |
| Department: 920 - TRANSFER OUT | | | | | | |
| RptCategory: 89 - TRANSFERS OUT | | | | | | |
| 228-920-899100 | TRANSFER OUT TO GENERAL FUND | 24,316.00 | 24,316.00 | 0.00 | 6,079.00 | 18,237.00 25.00 % |
| | RptCategory: 89 - TRANSFERS OUT Total: | 24,316.00 | 24,316.00 | 0.00 | 6,079.00 | 18,237.00 25.00 % |
| | Department: 920 - TRANSFER OUT Total: | 24,316.00 | 24,316.00 | 0.00 | 6,079.00 | 18,237.00 25.00 % |
| Department: 990 - CONTINGENCY | | | | | | |
| RptCategory: 90 - OTHER | | | | | | |
| 228-990-910000 | CONTINGENCY FUNDS | 13,316.00 | 13,316.00 | 0.00 | 0.00 | 13,316.00 0.00 % |
| | RptCategory: 90 - OTHER Total: | 13,316.00 | 13,316.00 | 0.00 | 0.00 | 13,316.00 0.00 % |
| | Department: 990 - CONTINGENCY Total: | 13,316.00 | 13,316.00 | 0.00 | 0.00 | 13,316.00 0.00 % |
| | Expense Total: | 1,532,123.00 | 1,532,123.00 | 54,578.78 | 396,389.99 | 1,135,733.01 25.87 % |
| | Fund: 228 - POLICE LEVY FUND Surplus (Deficit): | 0.00 | 0.00 | -46,484.09 | 181,796.78 | 181,796.78 0.00 % |

Budget Report

For Fiscal: 2019-2020 Period Ending: 01/31/2020

| | 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 | 451,000.00 | 451,000.00 | 0.00 | 0.00 | -451,000.00 0.00 % |
| | RptType: 3000 - BEG FUND BAL. Total: | 451,000.00 | 451,000.00 | 0.00 | 0.00 | -451,000.00 0.00 % |
| RptType: 3100 - LOCAL TAXES | | | | | | |
| 229-000-310020 | CURRENT LEVY TAX | 597,722.00 | 597,722.00 | 2,959.92 | 260,151.01 | -337,570.99 43.52 % |
| 229-000-310050 | PRIOR YEAR TAXES | 18,000.00 | 18,000.00 | 267.40 | 2,111.66 | -15,888.34 11.73 % |
| | RptType: 3100 - LOCAL TAXES Total: | 615,722.00 | 615,722.00 | 3,227.32 | 262,262.67 | -353,459.33 42.59 % |
| RptType: 3301 - INTEREST | | | | | | |
| 229-000-330100 | INTEREST | 12,000.00 | 12,000.00 | 785.39 | 6,204.22 | -5,795.78 51.70 % |
| | RptType: 3301 - INTEREST Total: | 12,000.00 | 12,000.00 | 785.39 | 6,204.22 | -5,795.78 51.70 % |
| | Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total: | 1,078,722.00 | 1,078,722.00 | 4,012.71 | 268,466.89 | -810,255.11 24.89 % |
| | Revenue Total: | 1,078,722.00 | 1,078,722.00 | 4,012.71 | 268,466.89 | -810,255.11 24.89 % |
| Expense | | | | | | |
| Department: 255 - FIRE LEVY | | | | | | |
| RptCategory: 40 - PERSONNEL SERVICES | | | | | | |
| 229-255-432230 | TRAINING CAPTAIN | 160,532.00 | 160,532.00 | 6,620.13 | 45,154.13 | 115,377.87 28.13 % |
| 229-255-439010 | PART TIME | 46,000.00 | 46,000.00 | 1,811.80 | 12,675.36 | 33,324.64 27.56 % |
| 229-255-439011 | SEASONAL HELP | 20,000.00 | 20,000.00 | 0.00 | 8,690.56 | 11,309.44 43.45 % |
| 229-255-470000 | ASSOCIATED PAYROLL COSTS | 124,471.00 | 124,471.00 | 5,868.71 | 42,219.79 | 82,251.21 33.92 % |
| | RptCategory: 40 - PERSONNEL SERVICES Total: | 351,003.00 | 351,003.00 | 14,300.64 | 108,739.84 | 242,263.16 30.98 % |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | |
| 229-255-500110 | CONTRACTUAL & PROFESSIONAL SER... | 20,000.00 | 20,000.00 | 500.00 | 3,500.00 | 16,500.00 17.50 % |
| 229-255-520126 | SCBA & TURNOUT MAINTENANCE | 20,000.00 | 20,000.00 | 155.00 | 397.25 | 19,602.75 1.99 % |
| 229-255-520365 | EQUIPMENT TESTING & SERVICE | 20,000.00 | 20,000.00 | 0.00 | 5,371.50 | 14,628.50 26.86 % |
| 229-255-520400 | OFFICE SUPPLIES & EQUIPMENT | 10,000.00 | 10,000.00 | 0.00 | 0.00 | 10,000.00 0.00 % |
| 229-255-560110 | CELL PHONES, PAGERS, RADIOS | 20,000.00 | 20,000.00 | 39.99 | 39.99 | 19,960.01 0.20 % |
| | RptCategory: 50 - MATERIAL AND SERVICES Total: | 90,000.00 | 90,000.00 | 694.99 | 9,308.74 | 80,691.26 10.34 % |
| RptCategory: 60 - CAPITAL OUTLAY | | | | | | |
| 229-255-641030 | TRAINING FACILITY | 0.00 | 0.00 | 0.00 | 548.49 | -548.49 0.00 % |
| 229-255-660120 | FIRE, EMS & EXTRICATION EQUIPME... | 77,000.00 | 77,000.00 | 0.00 | 1,017.84 | 75,982.16 1.32 % |
| 229-255-661010 | ROUTINE EQUIP REPLACEMENT | 50,000.00 | 50,000.00 | 206.83 | 596.53 | 49,403.47 1.19 % |
| 229-255-661012 | TURN-OUTS & SCBA RESERVE | 55,000.00 | 55,000.00 | 0.00 | 0.00 | 55,000.00 0.00 % |
| 229-255-661014 | TECH RESCUE EQUIPMENT | 25,000.00 | 25,000.00 | 122.05 | 202.03 | 24,797.97 0.81 % |
| 229-255-661016 | FIRE APPARATUS & EQUIPMENT RESE... | 325,000.00 | 325,000.00 | 0.00 | 325,000.00 | 0.00 100.00 % |
| | RptCategory: 60 - CAPITAL OUTLAY Total: | 532,000.00 | 532,000.00 | 328.88 | 327,364.89 | 204,635.11 61.53 % |
| | Department: 255 - FIRE LEVY Total: | 973,003.00 | 973,003.00 | 15,324.51 | 445,413.47 | 527,589.53 45.78 % |
| Department: 920 - TRANSFER OUT | | | | | | |
| RptCategory: 89 - TRANSFERS OUT | | | | | | |
| 229-920-899100 | TRANSFER OUT TO GENERAL FUND | 4,863.00 | 4,863.00 | 0.00 | 1,215.75 | 3,647.25 25.00 % |
| | RptCategory: 89 - TRANSFERS OUT Total: | 4,863.00 | 4,863.00 | 0.00 | 1,215.75 | 3,647.25 25.00 % |
| | Department: 920 - TRANSFER OUT Total: | 4,863.00 | 4,863.00 | 0.00 | 1,215.75 | 3,647.25 25.00 % |
| Department: 990 - CONTINGENCY | | | | | | |
| RptCategory: 90 - OTHER | | | | | | |
| 229-990-910000 | CONTINGENCY FUNDS | 100,856.00 | 100,856.00 | 0.00 | 0.00 | 100,856.00 0.00 % |
| | RptCategory: 90 - OTHER Total: | 100,856.00 | 100,856.00 | 0.00 | 0.00 | 100,856.00 0.00 % |
| | Department: 990 - CONTINGENCY Total: | 100,856.00 | 100,856.00 | 0.00 | 0.00 | 100,856.00 0.00 % |
| | Expense Total: | 1,078,722.00 | 1,078,722.00 | 15,324.51 | 446,629.22 | 632,092.78 41.40 % |
| | Fund: 229 - FIRE LEVY FUND Surplus (Deficit): | 0.00 | 0.00 | -11,311.80 | -178,162.33 | -178,162.33 0.00 % |

Budget Report

For Fiscal: 2019-2020 Period Ending: 01/31/2020

| | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|--|-------------------------------------|-------------------------|----------------------|---------------------|--|------------------------------|
| Fund: 307 - CIVIC BUILDINGS CAPITAL FUND (NEW) | | | | | | |
| Revenue | | | | | | |
| Department: 910 - TRANSFER IN | | | | | | |
| RptType: 3990 - TRANSFERS IN | | | | | | |
| 307-910-399390 | TRANSFER IN FROM URBAN RENEWAL | 12,766,000.00 | 12,766,000.00 | 1,000,000.00 | 5,353,592.35 | -7,412,407.65 41.94 % |
| RptType: 3990 - TRANSFERS IN Total: | | 12,766,000.00 | 12,766,000.00 | 1,000,000.00 | 5,353,592.35 | -7,412,407.65 41.94 % |
| Department: 910 - TRANSFER IN Total: | | 12,766,000.00 | 12,766,000.00 | 1,000,000.00 | 5,353,592.35 | -7,412,407.65 41.94 % |
| Revenue Total: | | 12,766,000.00 | 12,766,000.00 | 1,000,000.00 | 5,353,592.35 | -7,412,407.65 41.94 % |
| Expense | | | | | | |
| Department: 307 - CIVIC CENTER PROJECT | | | | | | |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | |
| 307-307-620320 | PROJECT MGMT-OWNERS REP | 0.00 | 122,677.00 | 8,342.05 | 52,789.50 | 69,887.50 43.03 % |
| 307-307-620325 | OTHER PROF. SERVICES | 0.00 | 25.00 | 0.00 | 1,878.23 | -1,853.23 7,512.92 % |
| 307-307-620330 | PROJECT LEGAL COSTS | 0.00 | 3,828.00 | 775.50 | 3,290.00 | 538.00 85.95 % |
| 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 | 146,530.00 | 9,117.55 | 57,957.73 | 88,572.27 39.55 % |
| RptCategory: 60 - CAPITAL OUTLAY | | | | | | |
| 307-307-620100 | CONSTRUCTION - PHASE 1 | 0.00 | 9,717.00 | 0.00 | 0.00 | 9,717.00 0.00 % |
| 307-307-620110 | CONSTRUCTION - PHASE 2 | 12,766,000.00 | 10,011,612.00 | 1,085,226.00 | 5,454,947.00 | 4,556,665.00 54.49 % |
| 307-307-620323 | PUBLIC COMMUNICATIONS | 0.00 | 12,020.00 | 0.00 | 0.00 | 12,020.00 0.00 % |
| 307-307-620340 | TESTING & SPECIAL INSP. | 0.00 | 39,904.00 | 0.00 | 23,025.08 | 16,878.92 57.70 % |
| 307-307-620345 | MISC FEES | 0.00 | 0.00 | 7,179.26 | 7,179.26 | -7,179.26 0.00 % |
| 307-307-620365 | LAND ACQUISITION/SITE PREP | 0.00 | 957.00 | 0.00 | 2,258.00 | -1,301.00 235.95 % |
| 307-307-620370 | ADD ALTERNATES | 0.00 | 212,162.00 | 0.00 | 0.00 | 212,162.00 0.00 % |
| RptCategory: 60 - CAPITAL OUTLAY Total: | | 12,766,000.00 | 10,286,372.00 | 1,092,405.26 | 5,487,409.34 | 4,798,962.66 53.35 % |
| 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: | | 12,766,000.00 | 10,581,902.00 | 1,101,522.81 | 5,545,367.07 | 5,036,534.93 52.40 % |
| Department: 990 - CONTINGENCY | | | | | | |
| RptCategory: 90 - OTHER | | | | | | |
| 307-990-910000 | CONTINGENCY FUNDS (Rollover Bala... | 0.00 | 2,184,098.00 | 0.00 | 0.00 | 2,184,098.00 0.00 % |
| RptCategory: 90 - OTHER Total: | | 0.00 | 2,184,098.00 | 0.00 | 0.00 | 2,184,098.00 0.00 % |
| Department: 990 - CONTINGENCY Total: | | 0.00 | 2,184,098.00 | 0.00 | 0.00 | 2,184,098.00 0.00 % |
| Expense Total: | | 12,766,000.00 | 12,766,000.00 | 1,101,522.81 | 5,545,367.07 | 7,220,632.93 43.44 % |
| Fund: 307 - CIVIC BUILDINGS CAPITAL FUND (NEW) Surplus (Deficit): | | 0.00 | 0.00 | -101,522.81 | -191,774.72 | -191,774.72 0.00 % |

Budget Report

For Fiscal: 2019-2020 Period Ending: 01/31/2020

| | 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 | 14,756,000.00 | 14,756,000.00 | 0.00 | 0.00 | -14,756,000.00 0.00 % |
| | RptType: 3000 - BEG FUND BAL. Total: | 14,756,000.00 | 14,756,000.00 | 0.00 | 0.00 | -14,756,000.00 0.00 % |
| RptType: 3100 - LOCAL TAXES | | | | | | |
| 390-000-310010 | CURRENT YEAR TAXES | 1,870,000.00 | 1,870,000.00 | 10,268.32 | 902,495.59 | -967,504.41 48.26 % |
| 390-000-310050 | PRIOR YEAR TAXES | 20,000.00 | 20,000.00 | 925.55 | 7,372.29 | -12,627.71 36.86 % |
| | RptType: 3100 - LOCAL TAXES Total: | 1,890,000.00 | 1,890,000.00 | 11,193.87 | 909,867.88 | -980,132.12 48.14 % |
| RptType: 3301 - INTEREST | | | | | | |
| 390-000-330100 | INTEREST | 20,000.00 | 20,000.00 | 16,745.73 | 159,814.13 | 139,814.13 799.07 % |
| | RptType: 3301 - INTEREST Total: | 20,000.00 | 20,000.00 | 16,745.73 | 159,814.13 | 139,814.13 799.07 % |
| | Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total: | 16,666,000.00 | 16,666,000.00 | 27,939.60 | 1,069,682.01 | -15,596,317.99 6.42 % |
| | Revenue Total: | 16,666,000.00 | 16,666,000.00 | 27,939.60 | 1,069,682.01 | -15,596,317.99 6.42 % |
| Expense | | | | | | |
| Department: 410 - URBAN RENEWAL | | | | | | |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | |
| 390-410-500110 | CONTRACTUAL & PROFESSIONAL SER... | 4,000.00 | 4,000.00 | 0.00 | 768.07 | 3,231.93 19.20 % |
| 390-410-500120 | MUNICIPAL AUDIT CONTRACT | 15,000.00 | 15,000.00 | 0.00 | 0.00 | 15,000.00 0.00 % |
| 390-410-530000 | FIRE & LIABILITY INSURANCE | 30,000.00 | 30,000.00 | 0.00 | 15,000.00 | 15,000.00 50.00 % |
| | RptCategory: 50 - MATERIAL AND SERVICES Total: | 49,000.00 | 49,000.00 | 0.00 | 15,768.07 | 33,231.93 32.18 % |
| RptCategory: 70 - DEBT SERVICE | | | | | | |
| 390-410-730030 | DEBT SERVICE PRINCIPAL | 876,366.00 | 876,366.00 | 0.00 | 431,573.00 | 444,793.00 49.25 % |
| 390-410-730040 | DEBT SERVICE - INTEREST | 201,234.00 | 201,234.00 | 50,142.92 | 106,952.92 | 94,281.08 53.15 % |
| | RptCategory: 70 - DEBT SERVICE Total: | 1,077,600.00 | 1,077,600.00 | 50,142.92 | 538,525.92 | 539,074.08 49.97 % |
| RptCategory: 89 - TRANSFERS OUT | | | | | | |
| 390-410-899100 | TRANSFER OUT TO GENERAL FUND | 490,861.00 | 490,861.00 | 42,555.51 | 42,555.51 | 448,305.49 8.67 % |
| | RptCategory: 89 - TRANSFERS OUT Total: | 490,861.00 | 490,861.00 | 42,555.51 | 42,555.51 | 448,305.49 8.67 % |
| | Department: 410 - URBAN RENEWAL Total: | 1,617,461.00 | 1,617,461.00 | 92,698.43 | 596,849.50 | 1,020,611.50 36.90 % |
| Department: 920 - TRANSFER OUT | | | | | | |
| RptCategory: 89 - TRANSFERS OUT | | | | | | |
| 390-920-899307 | TRANSFER OUT TO CIVIC BUILDINGS ... | 12,766,000.00 | 12,766,000.00 | 1,000,000.00 | 5,353,592.35 | 7,412,407.65 41.94 % |
| | RptCategory: 89 - TRANSFERS OUT Total: | 12,766,000.00 | 12,766,000.00 | 1,000,000.00 | 5,353,592.35 | 7,412,407.65 41.94 % |
| | Department: 920 - TRANSFER OUT Total: | 12,766,000.00 | 12,766,000.00 | 1,000,000.00 | 5,353,592.35 | 7,412,407.65 41.94 % |
| Department: 990 - CONTINGENCY | | | | | | |
| RptCategory: 90 - OTHER | | | | | | |
| 390-990-910000 | CONTINGENCY FUNDS | 2,282,539.00 | 2,282,539.00 | 0.00 | 0.00 | 2,282,539.00 0.00 % |
| | RptCategory: 90 - OTHER Total: | 2,282,539.00 | 2,282,539.00 | 0.00 | 0.00 | 2,282,539.00 0.00 % |
| | Department: 990 - CONTINGENCY Total: | 2,282,539.00 | 2,282,539.00 | 0.00 | 0.00 | 2,282,539.00 0.00 % |
| | Expense Total: | 16,666,000.00 | 16,666,000.00 | 1,092,698.43 | 5,950,441.85 | 10,715,558.15 35.70 % |
| | Fund: 390 - URBAN RENEWAL FUND Surplus (Deficit): | 0.00 | 0.00 | -1,064,758.83 | -4,880,759.84 | -4,880,759.84 0.00 % |

Budget Report

For Fiscal: 2019-2020 Period Ending: 01/31/2020

| | 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 | 936,000.00 | 936,000.00 | 0.00 | 0.00 | -936,000.00 0.00 % |
| | RptType: 3000 - BEG FUND BAL. Total: | 936,000.00 | 936,000.00 | 0.00 | 0.00 | -936,000.00 0.00 % |
| RptType: 3140 - CHARGES FOR SERVICES | | | | | | |
| 730-000-314050 | OAK LODGE SANITARY | 1,349,749.00 | 1,349,749.00 | 61,269.00 | 379,828.02 | -969,920.98 28.14 % |
| 730-000-314055 | TRI-CITY SERVICE DISTRICT | 3,473,582.00 | 3,473,582.00 | 193,280.75 | 1,142,834.46 | -2,330,747.54 32.90 % |
| 730-000-314080 | CONNECTION FEES | 10,000.00 | 10,000.00 | 0.00 | 19.10 | -9,980.90 0.19 % |
| | RptType: 3140 - CHARGES FOR SERVICES Total: | 4,833,331.00 | 4,833,331.00 | 254,549.75 | 1,522,681.58 | -3,310,649.42 31.50 % |
| RptType: 3141 - SDC | | | | | | |
| 730-000-314110 | SEWER SDCS | 15,000.00 | 15,000.00 | 5,412.48 | 66,127.44 | 51,127.44 440.85 % |
| 730-000-314111 | SDC Reimbursement Fee | 0.00 | 0.00 | 225.52 | 3,295.56 | 3,295.56 0.00 % |
| | RptType: 3141 - SDC Total: | 15,000.00 | 15,000.00 | 5,638.00 | 69,423.00 | 54,423.00 462.82 % |
| RptType: 3600 - MISCELLANEOUS | | | | | | |
| 730-000-360000 | ALL OTHER SEWER RECEIPTS | 2,000.00 | 2,000.00 | 200.00 | 10,999.34 | 8,999.34 549.97 % |
| | RptType: 3600 - MISCELLANEOUS Total: | 2,000.00 | 2,000.00 | 200.00 | 10,999.34 | 8,999.34 549.97 % |
| | Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total: | 5,786,331.00 | 5,786,331.00 | 260,387.75 | 1,603,103.92 | -4,183,227.08 27.71 % |
| Department: 910 - TRANSFER IN | | | | | | |
| RptType: 3990 - TRANSFERS IN | | | | | | |
| 730-910-399205 | TRANSFER IN FROM ROAD & STREET ... | 169,560.00 | 169,560.00 | 0.00 | 0.00 | -169,560.00 0.00 % |
| | RptType: 3990 - TRANSFERS IN Total: | 169,560.00 | 169,560.00 | 0.00 | 0.00 | -169,560.00 0.00 % |
| | Department: 910 - TRANSFER IN Total: | 169,560.00 | 169,560.00 | 0.00 | 0.00 | -169,560.00 0.00 % |
| | Revenue Total: | 5,955,891.00 | 5,955,891.00 | 260,387.75 | 1,603,103.92 | -4,352,787.08 26.92 % |
| Expense | | | | | | |
| Department: 703 - SEWER | | | | | | |
| RptCategory: 40 - PERSONNEL SERVICES | | | | | | |
| 730-703-431500 | ACCOUNTING CLERK | 27,611.00 | 27,611.00 | 1,597.41 | 7,915.41 | 19,695.59 28.67 % |
| 730-703-437049 | PUBLIC WORKS DIRECTOR | 50,930.00 | 50,930.00 | 2,140.80 | 14,479.60 | 36,450.40 28.43 % |
| 730-703-437050 | PUBLIC WORKS SUPERVISOR | 59,895.00 | 59,895.00 | 2,774.15 | 19,667.63 | 40,227.37 32.84 % |
| 730-703-437051 | PW OPERATIONS MANAGER | 34,173.00 | 34,173.00 | 0.00 | 0.00 | 34,173.00 0.00 % |
| 730-703-437055 | PW ADMIN ASSISTANT | 40,520.00 | 40,520.00 | 1,570.49 | 11,984.53 | 28,535.47 29.58 % |
| 730-703-437070 | UTILITY WORKER, JOURNEY | 143,225.00 | 143,225.00 | 7,467.55 | 52,508.68 | 90,716.32 36.66 % |
| 730-703-437071 | UTILITY WORKER II | 25,272.00 | 25,272.00 | 0.00 | 0.00 | 25,272.00 0.00 % |
| 730-703-439011 | SEASONAL HELP | 35,000.00 | 35,000.00 | 0.00 | 3,460.80 | 31,539.20 9.89 % |
| 730-703-450100 | OVERTIME | 10,000.00 | 10,000.00 | 155.28 | 2,492.57 | 7,507.43 24.93 % |
| 730-703-450500 | CAREER RECOGNITION PAY | 0.00 | 0.00 | 187.80 | 1,356.62 | -1,356.62 0.00 % |
| 730-703-470000 | ASSOCIATED PAYROLL COSTS | 249,431.00 | 249,431.00 | 8,559.42 | 60,475.60 | 188,955.40 24.25 % |
| | RptCategory: 40 - PERSONNEL SERVICES Total: | 676,057.00 | 676,057.00 | 24,452.90 | 174,341.44 | 501,715.56 25.79 % |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | |
| 730-703-500110 | CONTRACTUAL & PROFESSIONAL SER... | 110,000.00 | 110,000.00 | 1,998.45 | 19,227.74 | 90,772.26 17.48 % |
| 730-703-500452 | SDC PASS THROUGH TO TCSD | 15,000.00 | 15,000.00 | 0.00 | 0.00 | 15,000.00 0.00 % |
| 730-703-500456 | OAK LODGE SANITARY DISTRICT | 1,068,513.00 | 1,068,513.00 | 0.00 | 255,098.40 | 813,414.60 23.87 % |
| 730-703-500458 | TRI-CITY SERVICE DISTRICT | 2,583,000.00 | 2,583,000.00 | 0.00 | 625,683.24 | 1,957,316.76 24.22 % |
| 730-703-520120 | BANK CHARGES | 0.00 | 0.00 | 1,484.77 | 9,576.91 | -9,576.91 0.00 % |
| 730-703-520130 | OPERATIONS, MAINTENANCE & REPA... | 105,000.00 | 105,000.00 | 3,061.57 | 7,793.86 | 97,206.14 7.42 % |
| 730-703-520300 | EQUIPMENT MAINTENANCE AND SU... | 0.00 | 0.00 | 0.00 | 19.35 | -19.35 0.00 % |
| 730-703-520320 | FLEET FUEL, MAINTENANCE & REPAIR | 55,000.00 | 55,000.00 | 222.44 | 5,831.68 | 49,168.32 10.60 % |
| 730-703-520400 | OFFICE SUPPLIES & EQUIPMENT | 4,160.00 | 4,160.00 | 434.11 | 3,183.08 | 976.92 76.52 % |
| 730-703-520430 | UTILITY BILLS & POSTAGE | 16,000.00 | 16,000.00 | 595.49 | 4,510.11 | 11,489.89 28.19 % |
| 730-703-540220 | TRAVEL, CONFERENCES & TRAINING | 7,500.00 | 7,500.00 | 49.19 | 288.59 | 7,211.41 3.85 % |
| 730-703-540300 | SMALL TOOLS, EQUIPMENT & SAFETY... | 21,000.00 | 21,000.00 | 0.00 | 6,809.99 | 14,190.01 32.43 % |
| 730-703-540400 | DUMPING, HAULING, GARBAGE | 5,000.00 | 5,000.00 | 0.00 | 217.50 | 4,782.50 4.35 % |

Budget Report

For Fiscal: 2019-2020 Period Ending: 01/31/2020

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|--------------------------------|---|--------------------------|-------------------------|--------------------|---------------------|--|-----------------|
| 730-703-560100 | UTILITIES | 3,200.00 | 3,200.00 | 115.87 | 766.96 | 2,433.04 | 23.97 % |
| | RptCategory: 50 - MATERIAL AND SERVICES Total: | 3,993,373.00 | 3,993,373.00 | 7,961.89 | 939,007.41 | 3,054,365.59 | 23.51 % |
| | RptCategory: 60 - CAPITAL OUTLAY | | | | | | |
| 730-703-660100 | EQUIPMENT REPLACEMENT RESERVES | 662,000.00 | 662,000.00 | 0.00 | 0.00 | 662,000.00 | 0.00 % |
| 730-703-676050 | SYSTEM IMPROVEMENTS & PROJECTS | 38,046.00 | 38,046.00 | 39,397.88 | 83,066.25 | -45,020.25 | 218.33 % |
| 730-703-678090 | RESERVE FROM SDC'S | 249,000.00 | 249,000.00 | 0.00 | 0.00 | 249,000.00 | 0.00 % |
| | RptCategory: 60 - CAPITAL OUTLAY Total: | 949,046.00 | 949,046.00 | 39,397.88 | 83,066.25 | 865,979.75 | 8.75 % |
| | Department: 703 - SEWER Total: | 5,618,476.00 | 5,618,476.00 | 71,812.67 | 1,196,415.10 | 4,422,060.90 | 21.29 % |
| | Department: 920 - TRANSFER OUT | | | | | | |
| | RptCategory: 89 - TRANSFERS OUT | | | | | | |
| 730-920-899100 | TRANSFER OUT TO GENERAL FUND | 60,748.00 | 60,748.00 | 0.00 | 15,187.00 | 45,561.00 | 25.00 % |
| 730-920-899205 | TRANSFER OUT TO ROAD & STREET F... | 241,667.00 | 241,667.00 | 0.00 | 0.00 | 241,667.00 | 0.00 % |
| | RptCategory: 89 - TRANSFERS OUT Total: | 302,415.00 | 302,415.00 | 0.00 | 15,187.00 | 287,228.00 | 5.02 % |
| | Department: 920 - TRANSFER OUT Total: | 302,415.00 | 302,415.00 | 0.00 | 15,187.00 | 287,228.00 | 5.02 % |
| | Department: 990 - CONTINGENCY | | | | | | |
| | RptCategory: 90 - OTHER | | | | | | |
| 730-990-910000 | CONTINGENCY FUNDS | 35,000.00 | 35,000.00 | 0.00 | 0.00 | 35,000.00 | 0.00 % |
| | RptCategory: 90 - OTHER Total: | 35,000.00 | 35,000.00 | 0.00 | 0.00 | 35,000.00 | 0.00 % |
| | Department: 990 - CONTINGENCY Total: | 35,000.00 | 35,000.00 | 0.00 | 0.00 | 35,000.00 | 0.00 % |
| | Expense Total: | 5,955,891.00 | 5,955,891.00 | 71,812.67 | 1,211,602.10 | 4,744,288.90 | 20.34 % |
| | Fund: 730 - SEWER FUND Surplus (Deficit): | 0.00 | 0.00 | 188,575.08 | 391,501.82 | 391,501.82 | 0.00 % |

Budget Report

For Fiscal: 2019-2020 Period Ending: 01/31/2020

| | | 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 | 2,009,000.00 | 2,009,000.00 | 0.00 | 0.00 | -2,009,000.00 | 0.00 % |
| | RptType: 3000 - BEG FUND BAL. Total: | 2,009,000.00 | 2,009,000.00 | 0.00 | 0.00 | -2,009,000.00 | 0.00 % |
| RptType: 3140 - CHARGES FOR SERVICES | | | | | | | |
| 740-000-314060 | WATER SERVICE REVENUE | 3,419,750.00 | 3,419,750.00 | 167,194.83 | 1,188,525.36 | -2,231,224.64 | 34.75 % |
| 740-000-314080 | WATER SERVICE CONNECTIONS | 10,000.00 | 10,000.00 | 1,260.00 | 5,970.00 | -4,030.00 | 59.70 % |
| | RptType: 3140 - CHARGES FOR SERVICES Total: | 3,429,750.00 | 3,429,750.00 | 168,454.83 | 1,194,495.36 | -2,235,254.64 | 34.83 % |
| RptType: 3141 - SDC | | | | | | | |
| 740-000-314110 | WATER SDC'S | 10,000.00 | 10,000.00 | 7,533.12 | 45,728.72 | 35,728.72 | 457.29 % |
| 740-000-314111 | SDC Reimbursement Fee | 0.00 | 0.00 | 313.88 | 3,247.40 | 3,247.40 | 0.00 % |
| | RptType: 3141 - SDC Total: | 10,000.00 | 10,000.00 | 7,847.00 | 48,976.12 | 38,976.12 | 489.76 % |
| RptType: 3600 - MISCELLANEOUS | | | | | | | |
| 740-000-360000 | ALL OTHER WATER RECEIPTS | 20,000.00 | 20,000.00 | 0.00 | 10,289.32 | -9,710.68 | 51.45 % |
| | RptType: 3600 - MISCELLANEOUS Total: | 20,000.00 | 20,000.00 | 0.00 | 10,289.32 | -9,710.68 | 51.45 % |
| | Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total: | 5,468,750.00 | 5,468,750.00 | 176,301.83 | 1,253,760.80 | -4,214,989.20 | 22.93 % |
| Department: 910 - TRANSFER IN | | | | | | | |
| RptType: 3990 - TRANSFERS IN | | | | | | | |
| 740-910-399205 | TRANSFER IN FROM ROAD & STREET ... | 169,560.00 | 169,560.00 | 0.00 | 0.00 | -169,560.00 | 0.00 % |
| | RptType: 3990 - TRANSFERS IN Total: | 169,560.00 | 169,560.00 | 0.00 | 0.00 | -169,560.00 | 0.00 % |
| | Department: 910 - TRANSFER IN Total: | 169,560.00 | 169,560.00 | 0.00 | 0.00 | -169,560.00 | 0.00 % |
| | Revenue Total: | 5,638,310.00 | 5,638,310.00 | 176,301.83 | 1,253,760.80 | -4,384,549.20 | 22.24 % |
| Expense | | | | | | | |
| Department: 704 - WATER | | | | | | | |
| RptCategory: 40 - PERSONNEL SERVICES | | | | | | | |
| 740-704-431500 | ACCOUNTING CLERK | 33,133.00 | 33,133.00 | 1,916.90 | 9,498.50 | 23,634.50 | 28.67 % |
| 740-704-437049 | PUBLIC WORKS DIRECTOR | 50,930.00 | 50,930.00 | 2,140.80 | 14,479.60 | 36,450.40 | 28.43 % |
| 740-704-437050 | PUBLIC WORKS SUPERVISOR | 61,712.00 | 61,712.00 | 2,887.36 | 20,295.05 | 41,416.95 | 32.89 % |
| 740-704-437051 | PW OPERATIONS MANAGER | 34,172.00 | 34,172.00 | 0.00 | 0.00 | 34,172.00 | 0.00 % |
| 740-704-437055 | PW ADMIN ASSISTANT | 40,520.00 | 40,520.00 | 1,570.49 | 11,984.53 | 28,535.47 | 29.58 % |
| 740-704-437070 | UTILITY WORKER, JOURNEY | 239,422.00 | 239,422.00 | 12,141.88 | 85,548.09 | 153,873.91 | 35.73 % |
| 740-704-437071 | UTILITY WORKER II | 25,272.00 | 25,272.00 | 0.00 | 0.00 | 25,272.00 | 0.00 % |
| 740-704-439011 | SEASONAL HELP | 35,000.00 | 35,000.00 | 0.00 | 0.00 | 35,000.00 | 0.00 % |
| 740-704-450100 | OVERTIME | 15,000.00 | 15,000.00 | 157.15 | 3,328.93 | 11,671.07 | 22.19 % |
| 740-704-450500 | CAREER RECOGNITION PAY | 0.00 | 0.00 | 190.94 | 1,418.73 | -1,418.73 | 0.00 % |
| 740-704-470000 | ASSOCIATED PAYROLL COSTS | 324,712.00 | 324,712.00 | 11,669.05 | 82,124.23 | 242,587.77 | 25.29 % |
| | RptCategory: 40 - PERSONNEL SERVICES Total: | 859,873.00 | 859,873.00 | 32,674.57 | 228,677.66 | 631,195.34 | 26.59 % |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | | |
| 740-704-500110 | CONTRACTUAL & PROFESSIONAL SER... | 135,000.00 | 135,000.00 | 3,005.93 | 32,995.14 | 102,004.86 | 24.44 % |
| 740-704-500240 | METER READING CONTRACT | 50,000.00 | 50,000.00 | 2,204.16 | 15,006.54 | 34,993.46 | 30.01 % |
| 740-704-500422 | OAK LODGE WATER PURCHASES | 0.00 | 0.00 | 0.00 | 981.84 | -981.84 | 0.00 % |
| 740-704-500425 | WHOLESALE WATER | 1,304,000.00 | 1,304,000.00 | 35,291.68 | 268,030.41 | 1,035,969.59 | 20.55 % |
| 740-704-520120 | BANK CHARGES | 13,000.00 | 13,000.00 | 1,239.79 | 8,491.97 | 4,508.03 | 65.32 % |
| 740-704-520130 | OPERATIONS, MAINTENANCE & REPA... | 310,000.00 | 310,000.00 | 11,130.79 | 99,696.08 | 210,303.92 | 32.16 % |
| 740-704-520162 | LABORATORY WATER TESTS | 20,000.00 | 20,000.00 | 180.00 | 6,314.00 | 13,686.00 | 31.57 % |
| 740-704-520165 | FIRE HYDRANT MAINTENANCE & REP... | 30,000.00 | 30,000.00 | 0.00 | 2,682.29 | 27,317.71 | 8.94 % |
| 740-704-520300 | EQUIPMENT MAINTENANCE AND SU... | 0.00 | 0.00 | 0.00 | 15.45 | -15.45 | 0.00 % |
| 740-704-520320 | FLEET FUEL, MAINTENANCE & REPAIR | 45,000.00 | 45,000.00 | 222.45 | 8,813.64 | 36,186.36 | 19.59 % |
| 740-704-520400 | OFFICE SUPPLIES & EQUIPMENT | 4,660.00 | 4,660.00 | 211.75 | 1,671.94 | 2,988.06 | 35.88 % |
| 740-704-520430 | UTILITY BILLS & POSTAGE | 12,000.00 | 12,000.00 | 595.50 | 4,490.10 | 7,509.90 | 37.42 % |
| 740-704-540220 | TRAVEL, CONFERENCES & TRAINING | 10,500.00 | 10,500.00 | 49.21 | 1,592.11 | 8,907.89 | 15.16 % |
| 740-704-540300 | SMALL TOOLS, EQUIPMENT & SAFETY... | 22,000.00 | 22,000.00 | 463.32 | 8,162.57 | 13,837.43 | 37.10 % |
| 740-704-540400 | DUMPING, HAULING, GARBAGE | 10,000.00 | 10,000.00 | 265.00 | 1,959.75 | 8,040.25 | 19.60 % |

Budget Report

For Fiscal: 2019-2020 Period Ending: 01/31/2020

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|--------------------------------|---|--------------------------|-------------------------|--------------------|--------------------|--|-----------------|
| 740-704-560100 | UTILITIES | 40,000.00 | 40,000.00 | 1,754.07 | 10,977.59 | 29,022.41 | 27.44 % |
| | RptCategory: 50 - MATERIAL AND SERVICES Total: | 2,006,160.00 | 2,006,160.00 | 56,613.65 | 471,881.42 | 1,534,278.58 | 23.52 % |
| | RptCategory: 60 - CAPITAL OUTLAY | | | | | | |
| 740-704-660100 | EQUIPMENT REPLACEMENT RESERVES | 200,000.00 | 200,000.00 | 0.00 | 0.00 | 200,000.00 | 0.00 % |
| 740-704-676050 | SYSTEM IMPROVEMENTS & PROJECTS | 1,103,762.00 | 1,103,762.00 | 11,905.97 | 61,396.79 | 1,042,365.21 | 5.56 % |
| 740-704-678090 | RESERVE FROM SDC'S | 474,000.00 | 474,000.00 | 0.00 | 0.00 | 474,000.00 | 0.00 % |
| | RptCategory: 60 - CAPITAL OUTLAY Total: | 1,777,762.00 | 1,777,762.00 | 11,905.97 | 61,396.79 | 1,716,365.21 | 3.45 % |
| | RptCategory: 70 - DEBT SERVICE | | | | | | |
| 740-704-720040 | 2005 BONDED DEBT/PRINCIPAL | 317,000.00 | 317,000.00 | 0.00 | 155,000.00 | 162,000.00 | 48.90 % |
| 740-704-730040 | 2005 BONDED DEBT/INTEREST | 40,124.00 | 40,124.00 | 0.00 | 21,631.50 | 18,492.50 | 53.91 % |
| | RptCategory: 70 - DEBT SERVICE Total: | 357,124.00 | 357,124.00 | 0.00 | 176,631.50 | 180,492.50 | 49.46 % |
| | Department: 704 - WATER Total: | 5,000,919.00 | 5,000,919.00 | 101,194.19 | 938,587.37 | 4,062,331.63 | 18.77 % |
| | Department: 920 - TRANSFER OUT | | | | | | |
| | RptCategory: 89 - TRANSFERS OUT | | | | | | |
| 740-920-899100 | TRANSFER OUT TO GENERAL FUND | 65,903.00 | 65,903.00 | 0.00 | 16,475.75 | 49,427.25 | 25.00 % |
| 740-920-899205 | TRANSFER OUT TO ROAD & STREET F... | 171,488.00 | 171,488.00 | 0.00 | 0.00 | 171,488.00 | 0.00 % |
| | RptCategory: 89 - TRANSFERS OUT Total: | 237,391.00 | 237,391.00 | 0.00 | 16,475.75 | 220,915.25 | 6.94 % |
| | Department: 920 - TRANSFER OUT Total: | 237,391.00 | 237,391.00 | 0.00 | 16,475.75 | 220,915.25 | 6.94 % |
| | 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: | 5,638,310.00 | 5,638,310.00 | 101,194.19 | 955,063.12 | 4,683,246.88 | 16.94 % |
| | Fund: 740 - WATER FUND Surplus (Deficit): | 0.00 | 0.00 | 75,107.64 | 298,697.68 | 298,697.68 | 0.00 % |

Budget Report

For Fiscal: 2019-2020 Period Ending: 01/31/2020

| | | 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 | 265,000.00 | 265,000.00 | 0.00 | 0.00 | -265,000.00 | 0.00 % |
| | RptType: 3000 - BEG FUND BAL. Total: | 265,000.00 | 265,000.00 | 0.00 | 0.00 | -265,000.00 | 0.00 % |
| RptType: 3140 - CHARGES FOR SERVICES | | | | | | | |
| 750-000-314060 | STORM REVENUE | 1,593,530.00 | 1,593,530.00 | 63,635.81 | 411,473.95 | -1,182,056.05 | 25.82 % |
| | RptType: 3140 - CHARGES FOR SERVICES Total: | 1,593,530.00 | 1,593,530.00 | 63,635.81 | 411,473.95 | -1,182,056.05 | 25.82 % |
| RptType: 3141 - SDC | | | | | | | |
| 750-000-314110 | STORMWATER SDC'S | 10,000.00 | 10,000.00 | 2,808.00 | 44,888.37 | 34,888.37 | 448.88 % |
| 750-000-314111 | SDC Reimbursement Fee | 0.00 | 0.00 | 211.00 | 4,334.00 | 4,334.00 | 0.00 % |
| | RptType: 3141 - SDC Total: | 10,000.00 | 10,000.00 | 3,019.00 | 49,222.37 | 39,222.37 | 492.22 % |
| RptType: 3600 - MISCELLANEOUS | | | | | | | |
| 750-000-360000 | ALL OTHER STORM FUND RESOURCES | 0.00 | 0.00 | 0.00 | 10,289.34 | 10,289.34 | 0.00 % |
| | RptType: 3600 - MISCELLANEOUS Total: | 0.00 | 0.00 | 0.00 | 10,289.34 | 10,289.34 | 0.00 % |
| | Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total: | 1,868,530.00 | 1,868,530.00 | 66,654.81 | 470,985.66 | -1,397,544.34 | 25.21 % |
| Department: 910 - TRANSFER IN | | | | | | | |
| RptType: 3990 - TRANSFERS IN | | | | | | | |
| 750-910-399205 | TRANSFER IN FROM ROAD & STREET ... | 169,560.00 | 169,560.00 | 0.00 | 0.00 | -169,560.00 | 0.00 % |
| | RptType: 3990 - TRANSFERS IN Total: | 169,560.00 | 169,560.00 | 0.00 | 0.00 | -169,560.00 | 0.00 % |
| | Department: 910 - TRANSFER IN Total: | 169,560.00 | 169,560.00 | 0.00 | 0.00 | -169,560.00 | 0.00 % |
| | Revenue Total: | 2,038,090.00 | 2,038,090.00 | 66,654.81 | 470,985.66 | -1,567,104.34 | 23.11 % |
| Expense | | | | | | | |
| Department: 705 - PUBLIC WORKS DIRECTOR | | | | | | | |
| RptCategory: 40 - PERSONNEL SERVICES | | | | | | | |
| 750-705-431500 | ACCOUNTING CLERK | 27,195.00 | 27,195.00 | 1,597.41 | 7,915.41 | 19,279.59 | 29.11 % |
| 750-705-437049 | PUBLIC WORKS DIRECTOR | 50,930.00 | 50,930.00 | 2,140.80 | 14,479.60 | 36,450.40 | 28.43 % |
| 750-705-437050 | PUBLIC WORKS SUPERVISOR | 59,897.00 | 59,897.00 | 2,719.51 | 19,457.75 | 40,439.25 | 32.49 % |
| 750-705-437051 | PW OPERATIONS MANAGER | 34,172.00 | 34,172.00 | 0.00 | 0.00 | 34,172.00 | 0.00 % |
| 750-705-437055 | PW ADMIN ASSISTANT | 40,519.00 | 40,519.00 | 1,570.39 | 11,984.28 | 28,534.72 | 29.58 % |
| 750-705-437070 | UTILITY WORKER, JOURNEY | 110,447.00 | 110,447.00 | 3,855.00 | 23,561.34 | 86,885.66 | 21.33 % |
| 750-705-439011 | SEASONAL HELP | 35,000.00 | 35,000.00 | 0.00 | 9,421.56 | 25,578.44 | 26.92 % |
| 750-705-450100 | OVERTIME | 4,000.00 | 4,000.00 | 155.28 | 1,386.12 | 2,613.88 | 34.65 % |
| 750-705-450500 | CAREER RECOGNITION PAY | 0.00 | 0.00 | 26.55 | 192.99 | -192.99 | 0.00 % |
| 750-705-470000 | ASSOCIATED PAYROLL COSTS | 200,629.00 | 200,629.00 | 4,353.26 | 31,245.70 | 169,383.30 | 15.57 % |
| | RptCategory: 40 - PERSONNEL SERVICES Total: | 562,789.00 | 562,789.00 | 16,418.20 | 119,644.75 | 443,144.25 | 21.26 % |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | | |
| 750-705-500110 | CONTRACTUAL & PROFESSIONAL SER... | 110,000.00 | 110,000.00 | 2,258.41 | 19,448.24 | 90,551.76 | 17.68 % |
| 750-705-520120 | BANK CHARGES | 0.00 | 0.00 | 1,484.96 | 9,577.98 | -9,577.98 | 0.00 % |
| 750-705-520130 | OPERATIONS, MAINTENANCE & REPA... | 65,000.00 | 65,000.00 | 1,718.96 | 8,349.49 | 56,650.51 | 12.85 % |
| 750-705-520320 | FLEET FUEL, MAINTENANCE & REPAIR | 22,000.00 | 22,000.00 | 242.44 | 4,115.27 | 17,884.73 | 18.71 % |
| 750-705-520400 | OFFICE SUPPLIES & EQUIPMENT | 5,160.00 | 5,160.00 | 172.29 | 1,438.81 | 3,721.19 | 27.88 % |
| 750-705-520430 | UTILITY BILLS & POSTAGE | 15,800.00 | 15,800.00 | 595.67 | 4,491.46 | 11,308.54 | 28.43 % |
| 750-705-540220 | TRAVEL, CONFERENCES & TRAINING | 5,500.00 | 5,500.00 | 49.19 | 288.59 | 5,211.41 | 5.25 % |
| 750-705-540300 | SMALL TOOLS, EQUIPMENT & SAFETY... | 11,500.00 | 11,500.00 | 0.00 | 4,958.63 | 6,541.37 | 43.12 % |
| 750-705-540400 | DUMPING, HAULING, GARBAGE | 3,000.00 | 3,000.00 | 0.00 | 250.00 | 2,750.00 | 8.33 % |
| 750-705-560100 | UTILITIES | 1,000.00 | 1,000.00 | 54.16 | 378.94 | 621.06 | 37.89 % |
| | RptCategory: 50 - MATERIAL AND SERVICES Total: | 238,960.00 | 238,960.00 | 6,576.08 | 53,297.41 | 185,662.59 | 22.30 % |
| RptCategory: 60 - CAPITAL OUTLAY | | | | | | | |
| 750-705-660100 | EQUIPMENT REPLACEMENT RESERVES | 100,000.00 | 100,000.00 | 0.00 | 0.00 | 100,000.00 | 0.00 % |
| 750-705-676050 | SYSTEM IMPROVEMENTS & PROJECTS | 895,917.00 | 895,917.00 | -12,784.54 | 54,173.63 | 841,743.37 | 6.05 % |
| | RptCategory: 60 - CAPITAL OUTLAY Total: | 995,917.00 | 995,917.00 | -12,784.54 | 54,173.63 | 941,743.37 | 5.44 % |
| | Department: 705 - PUBLIC WORKS DIRECTOR Total: | 1,797,666.00 | 1,797,666.00 | 10,209.74 | 227,115.79 | 1,570,550.21 | 12.63 % |

Budget Report

For Fiscal: 2019-2020 Period Ending: 01/31/2020

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|--|--|--------------------------|-------------------------|--------------------|--------------------|--|-----------------|
| Department: 920 - TRANSFER OUT | | | | | | | |
| RptCategory: 89 - TRANSFERS OUT | | | | | | | |
| 750-920-899100 | TRANSFER OUT TO GENERAL FUND | 60,748.00 | 60,748.00 | 0.00 | 15,187.00 | 45,561.00 | 25.00 % |
| 750-920-899205 | TRANSFER OUT TO ROAD & STREET F... | 79,676.00 | 79,676.00 | 0.00 | 0.00 | 79,676.00 | 0.00 % |
| | RptCategory: 89 - TRANSFERS OUT Total: | 140,424.00 | 140,424.00 | 0.00 | 15,187.00 | 125,237.00 | 10.82 % |
| | Department: 920 - TRANSFER OUT Total: | 140,424.00 | 140,424.00 | 0.00 | 15,187.00 | 125,237.00 | 10.82 % |
| Department: 990 - CONTINGENCY | | | | | | | |
| RptCategory: 90 - OTHER | | | | | | | |
| 750-990-910000 | CONTINGENCY FUNDS | 100,000.00 | 100,000.00 | 0.00 | 0.00 | 100,000.00 | 0.00 % |
| | RptCategory: 90 - OTHER Total: | 100,000.00 | 100,000.00 | 0.00 | 0.00 | 100,000.00 | 0.00 % |
| | Department: 990 - CONTINGENCY Total: | 100,000.00 | 100,000.00 | 0.00 | 0.00 | 100,000.00 | 0.00 % |
| | Expense Total: | 2,038,090.00 | 2,038,090.00 | 10,209.74 | 242,302.79 | 1,795,787.21 | 11.89 % |
| | Fund: 750 - STORM WATER FUND Surplus (Deficit): | 0.00 | 0.00 | 56,445.07 | 228,682.87 | 228,682.87 | 0.00 % |

Budget Report

For Fiscal: 2019-2020 Period Ending: 01/31/2020

| | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|--|--|-------------------------|--------------------|--------------------|--|-----------------------------|
| Fund: 801 - MUNICIPAL COURT TRUST FUND | | | | | | |
| Revenue | | | | | | |
| Department: 000 - UNDESIGNATED / NON DEPARTMENTAL | | | | | | |
| RptType: 3000 - BEG FUND BAL. | | | | | | |
| 801-000-309999 | BEGINNING FUND BALANCE | 40,000.00 | 40,000.00 | 0.00 | 0.00 | -40,000.00 0.00 % |
| | RptType: 3000 - BEG FUND BAL. Total: | 40,000.00 | 40,000.00 | 0.00 | 0.00 | -40,000.00 0.00 % |
| RptType: 3260 - FINES AND FORFEITURES | | | | | | |
| 801-000-326020 | CITY OF GLADSTONE FINES/FEES | 700,000.00 | 700,000.00 | 18,570.09 | 146,717.22 | -553,282.78 20.96 % |
| 801-000-326030 | CLACKAMAS COUNTY FINES/FEES | 26,000.00 | 26,000.00 | 527.16 | 3,818.71 | -22,181.29 14.69 % |
| 801-000-326040 | STATE OF OREGON FINES/FEES | 88,000.00 | 88,000.00 | 2,033.46 | 17,265.20 | -70,734.80 19.62 % |
| 801-000-326050 | RESTITUTION | 6,000.00 | 6,000.00 | 0.00 | 0.00 | -6,000.00 0.00 % |
| 801-000-326060 | BOND | 5,000.00 | 5,000.00 | 340.46 | -1,103.15 | -6,103.15 22.06 % |
| | RptType: 3260 - FINES AND FORFEITURES Total: | 825,000.00 | 825,000.00 | 21,471.17 | 166,697.98 | -658,302.02 20.21 % |
| RptType: 3600 - MISCELLANEOUS | | | | | | |
| 801-000-360000 | ALL OTHER COURT FEES | 0.00 | 0.00 | 75.00 | 462.01 | 462.01 0.00 % |
| | RptType: 3600 - MISCELLANEOUS Total: | 0.00 | 0.00 | 75.00 | 462.01 | 462.01 0.00 % |
| | Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total: | 865,000.00 | 865,000.00 | 21,546.17 | 167,159.99 | -697,840.01 19.32 % |
| | Revenue Total: | 865,000.00 | 865,000.00 | 21,546.17 | 167,159.99 | -697,840.01 19.32 % |
| Expense | | | | | | |
| Department: 220 - COURT | | | | | | |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | |
| 801-220-500500 | CITY OF GLADSTONE FINES & FEES | 690,000.00 | 690,000.00 | 24,866.72 | 153,484.13 | 536,515.87 22.24 % |
| 801-220-500510 | CLACKAMAS COUNTY FINES & FEES | 22,000.00 | 22,000.00 | 451.57 | 3,928.01 | 18,071.99 17.85 % |
| 801-220-500520 | STATE OF OREGON FINES & FEES | 88,000.00 | 88,000.00 | 2,616.47 | 19,344.83 | 68,655.17 21.98 % |
| 801-220-500530 | RESTITUTION | 6,000.00 | 6,000.00 | 0.00 | 0.00 | 6,000.00 0.00 % |
| 801-220-500540 | BOND - COURT | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 0.00 % |
| 801-220-500550 | ALL OTHER FEES & FINES | 0.00 | 0.00 | 83.58 | 448.64 | -448.64 0.00 % |
| | RptCategory: 50 - MATERIAL AND SERVICES Total: | 811,000.00 | 811,000.00 | 28,018.34 | 177,205.61 | 633,794.39 21.85 % |
| | Department: 220 - COURT Total: | 811,000.00 | 811,000.00 | 28,018.34 | 177,205.61 | 633,794.39 21.85 % |
| Department: 990 - CONTINGENCY | | | | | | |
| RptCategory: 90 - OTHER | | | | | | |
| 801-990-910000 | CONTINGENCY FUNDS | 54,000.00 | 54,000.00 | 0.00 | 0.00 | 54,000.00 0.00 % |
| | RptCategory: 90 - OTHER Total: | 54,000.00 | 54,000.00 | 0.00 | 0.00 | 54,000.00 0.00 % |
| | Department: 990 - CONTINGENCY Total: | 54,000.00 | 54,000.00 | 0.00 | 0.00 | 54,000.00 0.00 % |
| | Expense Total: | 865,000.00 | 865,000.00 | 28,018.34 | 177,205.61 | 687,794.39 20.49 % |
| | Fund: 801 - MUNICIPAL COURT TRUST FUND Surplus (Deficit): | 0.00 | 0.00 | -6,472.17 | -10,045.62 | -10,045.62 0.00 % |
| | Report Surplus (Deficit): | 0.00 | 0.00 | -915,109.87 | -3,450,720.18 | -3,450,720.18 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 | -40,678.26 | 668,599.46 | 668,599.46 |
| 205 - ROAD AND STREET FUND | 0.00 | 0.00 | 35,990.30 | 40,743.72 | 40,743.72 |
| 228 - POLICE LEVY FUND | 0.00 | 0.00 | -46,484.09 | 181,796.78 | 181,796.78 |
| 229 - FIRE LEVY FUND | 0.00 | 0.00 | -11,311.80 | -178,162.33 | -178,162.33 |
| 307 - CIVIC BUILDINGS CAPITAL FUN | 0.00 | 0.00 | -101,522.81 | -191,774.72 | -191,774.72 |
| 390 - URBAN RENEWAL FUND | 0.00 | 0.00 | -1,064,758.83 | -4,880,759.84 | -4,880,759.84 |
| 730 - SEWER FUND | 0.00 | 0.00 | 188,575.08 | 391,501.82 | 391,501.82 |
| 740 - WATER FUND | 0.00 | 0.00 | 75,107.64 | 298,697.68 | 298,697.68 |
| 750 - STORM WATER FUND | 0.00 | 0.00 | 56,445.07 | 228,682.87 | 228,682.87 |
| 801 - MUNICIPAL COURT TRUST FU | 0.00 | 0.00 | -6,472.17 | -10,045.62 | -10,045.62 |
| Report Surplus (Deficit): | 0.00 | 0.00 | -915,109.87 | -3,450,720.18 | -3,450,720.18 |

CHECK REGISTER FOR JANUARY 2020

| Check Date | Check No. | Vendor | Amount | Line Item Description |
|------------|---------------|---------------------------------------|------------|---|
| 01/07/2020 | 88388 | Galls, LLC | \$ 207.98 | Uniforms - PD |
| 01/07/2020 | 88389 | General Tree Service | 1,075.00 | Weed Control - PW |
| 01/07/2020 | 88390 | Harbor Freight Tools | 5.99 | Supplies - FD |
| 01/07/2020 | 88391 | Mr. Belvedere's Janitorial | 1,968.00 | Janitorial Service - All Depts |
| 01/07/2020 | 88392 | Northwest Natural Gas | 1,786.86 | Natural Gas Usage - All Depts |
| 01/07/2020 | 88393 | Verizon Wireless | 2,720.93 | Cell Phones - All Depts |
| 01/08/2020 | 88394 - 88398 | UB Refunds | 288.82 | UB Refunds - PW |
| 01/09/2020 | 88399 | Accurate Electric of Oregon I | 1,589.70 | Electrical System Repairs - PW |
| 01/09/2020 | 88400 | Action Fire & Safety | 349.75 | Safety Supplies - FD |
| 01/09/2020 | 88401 | Aramark | 63.60 | Mats/Overalls Rental - PW |
| 01/09/2020 | 88402 | Bateman Community Living | 971.97 | Frozen Meals/Supplies - SC |
| 01/09/2020 | 88403 | Bravo Land Care & Maintenance | 360.00 | Landscape Maintenance - SC |
| 01/09/2020 | 88404 | The Children's Course | 500.00 | Donation - PD |
| 01/09/2020 | 88405 | Cintas First Aid Lockbox | 464.39 | First Aid Supplies - PD/Admin/PW |
| 01/09/2020 | 88406 | Clackamas Auto Parts Inc | 19.45 | Supplies - FD |
| 01/09/2020 | 88407 | Clackamas County Finance Department | 291,122.47 | East Clarendon Improvements Project - PW |
| 01/09/2020 | 88408 | Curtis, L. N. Co. | 253.15 | Uniforms - PD |
| 01/09/2020 | 88409 | Edginton Properties | 375.00 | Quarterly Parking Spot Rental - PD |
| 01/09/2020 | 88410 | Extreme Products | 6.79 | Supplies - PD |
| 01/09/2020 | 88411 | Factory Wheel Outlet, Inc. | 500.00 | Vehicle Maintenance - PD |
| 01/09/2020 | 88412 | Timothy Gerkman | 131.00 | Training Per Diem - PD |
| 01/09/2020 | 88413 | Gold Wrench | 1,339.40 | Vehicle Maintenance - PD |
| 01/09/2020 | 88414 | Grainger | 61.10 | Safety Supplies - FD |
| 01/09/2020 | 88415 | Harbor Freight Tools | 389.70 | Tools - FD |
| 01/09/2020 | 88416 | Harden Psychological Associates, P.C. | 285.00 | Pre-Offer Evaluation - FD |
| 01/09/2020 | 88417 | Houston, Marc R | 1,060.00 | Physician Advisor/Drill Instructor - FD |
| 01/09/2020 | 88418 | Huser Fire Fighting Equipment | 106.50 | Fire Extinguisher Maintenance - FD |
| 01/09/2020 | 88419 | J. Thayer Co. | 51.45 | Nameplates - Admin |
| 01/09/2020 | 88420 | Kittelson & Associates | 2,221.74 | Engineering Fees - PW |
| 01/09/2020 | 88421 | Lord & Associates Inc | 507.50 | Flagging Services - PW |
| 01/09/2020 | 88422 | Lori Bell | 320.00 | RFP Management - Admin |
| 01/09/2020 | 88423 | Lundquist Legal, LLC | 3,000.00 | Prosecutor Services - CT |
| 01/09/2020 | 88424 | Metereaders | 2,135.28 | Metereading - PW |
| 01/09/2020 | 88425 | Municipal Emergency Svcs | 242.25 | Equipment Repair - FD |
| 01/09/2020 | 88426 | North Clackamas County | 35,553.26 | Water Usage - PW |
| 01/09/2020 | 88427 | NW Assoc Fire Trainers | 387.50 | Training Fees - FD |
| 01/09/2020 | 88428 | Oregon City/County Management Assn. | 301.50 | Annual Membership - Betz |
| 01/09/2020 | 88429 | Oregon Mayors Association | 139.00 | Annual Membership - Stempel |
| 01/09/2020 | 88430 | Pacific Mobile Structures, Inc. | 466.00 | Mobile Office Rental - PW |
| 01/09/2020 | 88431 | Pacific Office Automation Inc | 268.06 | Copier Lease/Usage - IT |
| 01/09/2020 | 88432 | Phone Guys LLC | 75.00 | Business License Refund |
| 01/09/2020 | 88433 | Pitney Bowes | 1,844.40 | Postage - All Depts |
| 01/09/2020 | 88434 | Portland General Electric | 6,659.78 | Electric Usage - All Depts |
| 01/09/2020 | 88435 | John Schmerber | 131.00 | Training Per Diem - PD |
| 01/09/2020 | 88436 | Sierra Springs | 45.50 | Drinking Water - Admin |
| 01/09/2020 | 88437 | Smith-Wagar Brucker Consulting Inc. | 9,545.00 | Financial Services - Admin |
| 01/09/2020 | 88438 | Stein Oil Co. Inc. | 4,118.87 | Gasoline - PD/FD/PW/SC |
| 01/09/2020 | 88439 | Val Codino Consulting | 640.00 | Consulting Fees - FD |
| 01/09/2020 | 88440 | Water Environment Services | 107,519.10 | Sewer Billing - PW |
| 01/09/2020 | 88441 | Wilsonville Lock & Security | 221.70 | Quarterly Monitoring - PW |
| 01/10/2020 | ACH | US Bank | 23,409.37 | P-Card Payment - All Depts. |
| 01/14/2020 | 88442 | P & C Construction | 124,858.00 | Civic Building Construction - Admin |
| 01/14/2020 | 88443 | Rotator, LLC | 25,000.00 | Tourism Development Strategy - Admin |
| 01/15/2020 | 88444 | Paycheck | 4,202.32 | Paycheck - Admin |
| 01/16/2020 | 88445 | Alexin Analytical Laboratories | 180.00 | Drinking Water Tests - PW |
| 01/16/2020 | 88446 | Aloha Produce Inc. | 27.99 | Produce - SC |
| 01/16/2020 | 88447 | BMS Technologies | 1,786.66 | UB Printing/Mailing - PW |
| 01/16/2020 | 88448 | BridgePay Network Solutions, LLC | 122.40 | Online UB Pmt Fees - PW |
| 01/16/2020 | 88449 | Bud's Towing Inc | 396.00 | Towing - PD |
| 01/16/2020 | 88450 | Cascade Centers, Inc. | 55.20 | Employee Assistance Program - FD |
| 01/16/2020 | 88451 | Clackamas County Finance Department | 31,710.09 | Dispatch/Planning/Signal Maint - Admin/FD/PD/PW |

CHECK REGISTER FOR JANUARY 2020

| Check Date | Check No. | Vendor | Amount | Line Item Description |
|------------|---------------|---|------------|---------------------------------------|
| 01/16/2020 | 88452 | Clackamas Fire District #1 | 2,415.14 | IGA Fleet Labor - FD |
| 01/16/2020 | 88453 | Comcast Business | 270.79 | Comcast Services - PW |
| 01/16/2020 | 88454 | EMS eSchedule Inc. | 1,800.00 | Scheduling Software - FD |
| 01/16/2020 | 88455 | Firecom | 160.00 | Equipment - FD |
| 01/16/2020 | 88456 | Home Depot | 79.15 | Tools/Cleaning Supplies - FD |
| 01/16/2020 | 88457 | International Assn. for Property and Evidence | 50.00 | Annual Membership - PD |
| 01/16/2020 | 88458 | Northwest Safety Clean | 155.48 | Uniform Maintenance - FD |
| 01/16/2020 | 88459 | Oak Lodge Water Services | 86,600.74 | Water/Sewer Charges - PW |
| 01/16/2020 | 88460 | Office Depot | 129.99 | Office Supplies - Admin/FD |
| 01/16/2020 | 88461 | One Call Concepts Inc | 85.20 | Utility Notifications - PW |
| 01/16/2020 | 88462 | Oregon Association Chiefs of Police | 150.00 | Membership Renewal - PD |
| 01/16/2020 | 88463 | Oregon DMV | 3.00 | Driving Record Inquiries - Admin |
| 01/16/2020 | 88464 | Owen Equipment Company | 3,140.00 | Equipment - PW |
| 01/16/2020 | 88465 | Pacific Office Automation Inc | 7.39 | Copier Usage - Ct |
| 01/16/2020 | 88466 | Pamplin Media Group | 35.00 | Clackamas Review Subscription - Admin |
| 01/16/2020 | 88467 | Robert C Johnson | 175.00 | Landscape Maintenance - PW |
| 01/16/2020 | 88468 | Satcom Global Ltd. | 42.75 | Sat Phone Access - PD |
| 01/16/2020 | 88469 | Shred-it USA LLC | 108.30 | Shredding Service - PD |
| 01/16/2020 | 88470 | Sierra Springs | 97.95 | Drinking Water - PD |
| 01/16/2020 | 88471 | 3SI Security Systems, Inc | 691.00 | Equipment - PD |
| 01/16/2020 | 88472 | TransUnion Risk and Alternative | 75.00 | Data Research - PD |
| 01/16/2020 | 88473 | Tyler Technologies, Inc. | 6,049.25 | UB Online Payment Fees - PW |
| 01/23/2020 | 88474 | ACS Testing, Inc. | 613.62 | Civic Building Costs - Admin |
| 01/23/2020 | 88475 | Airgas USA LLC | 123.46 | Oxygen Cylinders - FD |
| 01/23/2020 | 88476 | Allstream | 1,281.47 | Land Lines - All Depts. |
| 01/23/2020 | 88477 | American Medical Response | 200.00 | Blood Draw - PD |
| 01/23/2020 | 88478 | Aramark | 63.60 | Mats/Overalls Rental - PW |
| 01/23/2020 | 88479 | Backflow Management Inc | 14.00 | Letters Mailed - PW |
| 01/23/2020 | 88480 | Barney & Worth, Inc. | 529.15 | Professional Fees - PW |
| 01/23/2020 | 88481 | Beery Elsner & Hammond LLP | 2,365.27 | Legal Fees - Admin |
| 01/23/2020 | 88482 | Canon Financial Services, Inc. | 823.67 | Copier Lease/Usage - IT |
| 01/23/2020 | 88483 | Code Publishing Inc. | 362.60 | Municipal Code Update - Admin |
| 01/23/2020 | 88484 | Comcast | 124.18 | Comcast Services - OT |
| 01/23/2020 | 88485 | Dujea | 362.00 | Uniforms - FD |
| 01/23/2020 | 88486 | EcoNorthwest | 4,422.50 | Professional Fees - PW |
| 01/23/2020 | 88487 | Genevra Molina | 100.00 | Interpreting Service - CT |
| 01/23/2020 | 88488 | Greystone Tactical | 3,563.60 | Firearms Supplies/Ammo - PD |
| 01/23/2020 | 88489 | Life-Assist Inc | 2,399.07 | First Responder Supplies - FD |
| 01/23/2020 | 88490 | Lori Bell | 480.00 | Professional Fees - Admin |
| 01/23/2020 | 88491 | Lucy Heil, Attorney at Law | 1,150.00 | Indigent Defense - CT |
| 01/23/2020 | 88492 | Mr. Belvedere's Janitorial | 1,630.00 | Janitorial Service - All Depts |
| 01/23/2020 | 88493 | Multnomah County Sheriff's Office | 106.00 | Qtrly Law Enforcement Dinner - PD |
| 01/23/2020 | 88494 | Office Depot | 175.40 | Office Supplies - PD/FD |
| 01/23/2020 | 88495 | Oregon Patrol Service | 620.00 | Courtroom Security - CT |
| 01/23/2020 | 88496 | Oregonian Media Group | 922.08 | Ballot Notice Publication - Admin |
| 01/23/2020 | 88497 | P & C Construction | 960,368.00 | Civic Building Costs - Admin |
| 01/23/2020 | 88498 | Pacific Mobile Structures, Inc. | 466.00 | Mobile Office Rental - PW |
| 01/23/2020 | 88499 | PBS Engineering & Environmental Inc. | 2,318.75 | Civic Building Costs - Admin |
| 01/23/2020 | 88500 | Providence Health & Services | 95.00 | Physical - Admin |
| 01/23/2020 | 88501 | Referral Refrigeration Inc. | 225.00 | Maintenance - SC |
| 01/23/2020 | 88502 | Secure Pacific Corporation | 94.35 | Monitoring - PW |
| 01/23/2020 | 88503 | Shiels Obletz Johnsen | 8,342.05 | Civic Building Costs - Admin |
| 01/23/2020 | 88504 | Sisul Engineering | 6,248.50 | Engineering Fees - PW |
| 01/23/2020 | 88505 | Stein Oil Co. Inc. | 3,213.83 | Gasoline - PD/PW |
| 01/23/2020 | 88506 | United States Postal Service | 235.00 | Bulk Mailing Permit Renewal - Admin |
| 01/23/2020 | 88507 | United States Postal Service | 1,043.57 | Newsletter Postage - Admin |
| 01/23/2020 | 88508 | US Bank Equipment Finance | 224.46 | Copier Lease - IT |
| 01/23/2020 | 88509 | Wire Works LLC | 10,051.17 | Vehicle Modification - PD |
| 01/27/2020 | 88510 | Columbia Bank | 42,555.51 | Debt Service - Interest |
| 01/31/2020 | 88511 - 88512 | Payroll Checks | 3,522.73 | Payroll Checks |
| 01/30/2020 | 88513 | Byer's Septic Tank Service | 480.00 | Pit Toilet Pumping - PW |

CHECK REGISTER FOR JANUARY 2020

| Check Date | Check No. | Vendor | Amount | Line Item Description |
|-------------------|------------------|--|------------------------|---------------------------------------|
| 01/30/2020 | 88514 | Cain Petroleum | 500.00 | Car Wash Tickets - PD |
| 01/30/2020 | 88515 | Cintas First Aid Lockbox | 529.13 | First Aid Supplies - PD/Admin/PW |
| 01/30/2020 | 88516 | City of Canby | 35.00 | Clackamas Cities Assn. Dinner - Admin |
| 01/30/2020 | 88517 | City Wide Tree Service Inc. | 2,250.00 | Hazardous Tree Removal - PW |
| 01/30/2020 | 88518 | General Tree Service | 840.00 | Pow Wow Tree Maintenance - PW |
| 01/30/2020 | 88519 | Gold Wrench | 967.05 | Vehicle Maintenance - PD |
| 01/30/2020 | 88520 | League of Oregon Cities | 20.00 | Job Posting - Admin |
| 01/30/2020 | 88521 | Metro Area Sergeants Academy | 500.00 | Training - PD |
| 01/30/2020 | 88522 | Office Depot | 198.85 | Office Supplies - PD/CT |
| 01/30/2020 | 88523 | Pacific Office Automation | 54.44 | Copier Lease - IT |
| 01/30/2020 | 88524 | Portland General Electric | 5,377.96 | Street Light Electricity - PW |
| 01/30/2020 | 88525 | Proforce Law Enforcement | 2,277.00 | Taser Supplies - PD |
| 01/30/2020 | 88526 | Secure Pacific Corporation | 157.20 | Quarterly Monitoring - PW |
| 01/30/2020 | 88527 | Sierra Springs | 29.01 | Drinking Water - PD |
| 01/30/2020 | 88528 | Sign Guy | 1,315.00 | Vehicle Graphics - PD |
| 01/30/2020 | 88529 | Stitch n' Embroidery Inc. | 354.00 | Uniforms/Embroidery - PD |
| 01/30/2020 | 88530 | Sturm Elevator Inc | 358.00 | Update State Log Books - PW |
| 01/30/2020 | 88531 | Jill Tate | 345.00 | Transcription - Admin |
| 01/30/2020 | 88532 | Oregon Secretary of State | 350.00 | Audit Filing Fee |
| 01/31/2020 | 88533 | Axa Equi-Vest | 4,978.72 | Voluntary Payroll Deferred Comp |
| 01/31/2020 | 88534 | Axa EVLICO | 106.00 | Non-PERS Retirement Pmt |
| 01/31/2020 | 88535 | CIS Trust | 68,916.67 | Monthly Health Insurance |
| 01/31/2020 | 88536 | Clackamas Community Federal Credit Union | 1,039.55 | GPA Union Dues |
| 01/31/2020 | 88537 | Equitable | 1,488.56 | Non-PERS Retirement Pmt |
| 01/31/2020 | 88538 | Gladstone Fire Department | 550.00 | Fire Members House Dues |
| 01/31/2020 | 88539 | Oregon AFSCME Council #75 | 911.67 | AFSCME Union Dues |
| | | Total General Fund Checks: | 1,954,830.00 | |
| 01/31/2020 | 5514 | Columbia Bank | \$ 50,142.92 | Debt Service - Interest |
| 01/31/2020 | 5515 | Oregon Secretary of State | 40.00 | Audit Filing Fee |
| | | Total Urban Renewal Checks | 50,182.92 | |
| | | January 2020 Checks | \$ 2,005,012.92 | |

ATTORNEY CHARGES

| Attorneys: | July, 2019 | Aug, 2019 | Sept, 2019 | Oct, 2019 | Nov, 2019 | Dec, 2019 | Totals |
|----------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| City Charter | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Elections | - | - | - | 1,608.50 | - | 422.20 | 2,030.70 |
| Finance | 305.50 | 141.73 | - | - | - | 54.00 | 501.23 |
| General | 70.50 | - | - | 6.20 | 540.50 | 205.15 | 822.35 |
| Civic Center Project | 258.50 | 1,833.00 | 352.50 | - | 70.50 | 775.50 | 3,290.00 |
| Meeting Attendance | - | - | - | - | - | - | - |
| Governance/City Council | 376.00 | 70.50 | 329.00 | 188.00 | 258.50 | 94.00 | 1,316.00 |
| Meeting Attendance | 837.92 | 767.42 | 767.42 | 1,049.42 | 837.92 | 814.42 | 5,074.52 |
| Intergovernmental | 94.00 | 2,453.00 | 2,239.40 | 2,711.88 | 446.50 | - | 7,944.78 |
| Meeting Attendance | 808.51 | 1,296.18 | - | 2,552.70 | - | - | 4,657.39 |
| Land Use/ Community Development | 963.50 | 1,104.09 | 188.00 | 352.50 | - | - | 2,608.09 |
| Meeting Attendance | - | - | - | - | - | - | - |
| Parks & Recreation | 23.50 | - | - | - | - | - | 23.50 |
| Personnel/Labor | 112.50 | 1,690.10 | 67.50 | - | - | - | 1,870.10 |
| AFSCME | - | - | - | - | - | - | - |
| City Administration | - | - | - | 123.30 | 188.00 | - | 311.30 |
| Public Records & Meetings | - | - | - | 47.00 | - | - | 47.00 |
| Public Safety | 180.00 | - | - | - | - | - | 180.00 |
| Public Works | - | 258.50 | 305.50 | - | - | - | 564.00 |
| Real Property Transactions | - | - | - | - | - | - | - |
| Risk Management/Litigation | 376.45 | 382.00 | 97.50 | 70.50 | 23.50 | - | 949.95 |
| Rights of Way-Telecommunications | - | - | - | - | - | - | - |
| Urban Renewal | - | - | - | - | - | - | - |
| Total | \$ 4,406.88 | \$ 9,996.52 | \$ 4,346.82 | \$ 8,710.00 | \$ 2,365.42 | \$ 2,365.27 | \$ 32,190.91 |

(pmt on 12/05/19)

| Attorneys: | Jan, 2020 | Feb, 2020 | Mar, 2020 | Apr, 2020 | May, 2020 | June, 2020 | Totals for Year |
|----------------------------------|------------------|------------------|------------------|------------------|------------------|-------------------|----------------------------|
| City Charter | | | | | | | \$ - |
| Elections | | | | | | | 2,030.70 |
| Finance | | | | | | | 501.23 |
| General | | | | | | | 822.35 |
| Civic Center Project | | | | | | | 3,290.00 |
| Meeting Attendance | | | | | | | - |
| Governance/City Council | | | | | | | 1,316.00 |
| Meeting Attendance | | | | | | | 5,074.52 |
| Intergovernmental | | | | | | | 7,944.78 |
| Meeting Attendance | | | | | | | 4,657.39 |
| Land Use/ Community Development | | | | | | | 2,608.09 |
| Meeting Attendance | | | | | | | - |
| Parks & Recreation | | | | | | | 23.50 |
| Personnel/Labor | | | | | | | 1,870.10 |
| AFSCME | | | | | | | - |
| City Administration | | | | | | | 311.30 |
| Public Records & Meetings | | | | | | | 47.00 |
| Public Safety | | | | | | | 180.00 |
| Public Works | | | | | | | 564.00 |
| Real Property Transactions | | | | | | | - |
| Risk Management/Litigation | | | | | | | 949.95 |
| Rights of Way-Telecommunications | | | | | | | - |
| Urban Renewal | | | | | | | - |
| Total | \$ - | \$ 32,190.91 |



GLADSTONE PUBLIC WORKS

Staff Report for the Month of

February 2020

Report Date : February 28, 2020
To : Jacque M. Betz, City Administrator
Copy : Mayor and City Council
From : Jim Whynot, Public Works Director

A lot is happening in Public Works, as we are gearing up for our 2020 projects!

WATER DIVISION has been busy, as has been all of our utility divisions, with the E. Clarendon CDBG improvements. While a large portion of this project is funded by Clackamas County, and the contractor was selected and awarded by Clackamas County, the oversight and management of the project fell to Gladstone Public Works. The project encountered roadblocks and delays, including the death of the owner of the construction company during the project, we are pleased that we are finally coming very close to the end of this work. In speaking directly with the property owners on E. Clarendon Street, who were most heavily impacted by the disruption, most have expressed their pleasure with the outcome. Of course, nobody likes disruption, delay, and inconvenience. The good news is, the punch list items are being inspected and the project it is almost wrapped up. The final street overlay was completed in February. Once all the details are completed, we will have replaced yet another brand new section of infrastructure and streets in our community that shouldn't require much attention for the next 100 years! The City plans an end of construction block party on site. We want to not only celebrate the completion of this project with the community, but to hear from citizens on how we can do better on future projects.





Water Division has also been performing auxiliary work associated with the E. Clarendon CDBG project. We removed the fire hydrants that were tapped to the old six-inch water line. The new hydrants were installed and tapped into our modern 24-inch ductile iron waterline.

We replaced a leaking water line at 175 E. Gloucester.



We repaired a leak at 1345 Windsor Drive and replaced the service line as well.

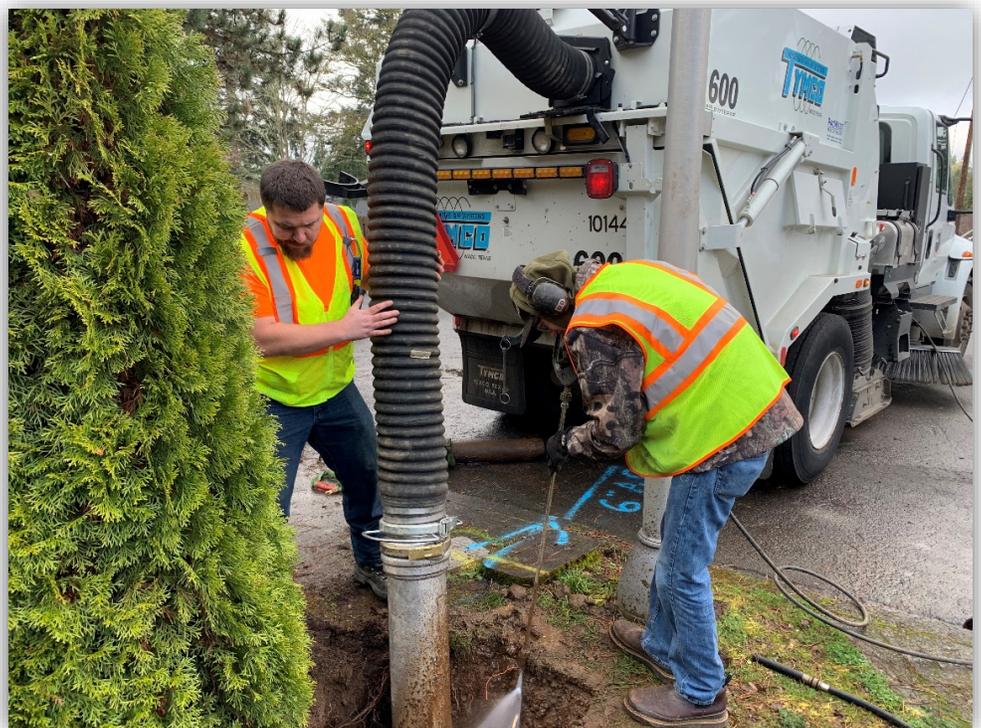


We installed a valve on Duniway for the connection point for the new Watts Street six inch ductile iron water pipe.



We replaced a failed valve can at 400 Barton Street, an example of routine maintenance.

We discovered a buried water blow off valve on Springhill Court and brought it up to grade with a standardized valve box.



Additionally, we oversaw the completion of the Civic Center water line installation.



SEWER DIVISION discovered several pieces of material that were inexplicably found in our city sewer lines, during routine line cleaning maintenance. One appears to be a large chain, or perhaps a large spring of some sort. (Photo left).

Photo below shows the excavation required to open up the sewer line and remove the debris.



The other photos below show a large piece of wood, a chunk of concrete, rocks, and other junk. Working in the city's infrastructure is like a scavenger hunt, you never know what you're going to uncover that has the potential to block the sewer line and cause raw sewage to back up into people's homes, businesses, or overflow into the streets.



Photo right shows more debris found in sewer lines.





Our Vector truck is invaluable in helping us keep these lines as clear and functional as possible, as shown in the photo left.

We experienced a sewer backup on Edgewater Road. The blockage was slightly above the WES 82nd Street pumpstation. We worked with WES to access their pump station to free the blockage and clean the line. WES also assisted us in CCTV'ing that line with their camera truck to evaluate the cause of the blockage.



STORMWATER DIVISION continues to routinely clean our storm drains, utilizing the Vector truck. We have also been clearing headwalls and drains to prevent flooding, as part of our ongoing stormwater routine maintenance.



This pictures left (before) and right (nearly completed) shows our paving project around our stormwater catch basin on Hull Avenue, which is a county road. In this case, water running off Tim's View Street was by-passing our basin and causing erosion on the road. We remedied this run-off issue, so no further damage should be occurring in this area.



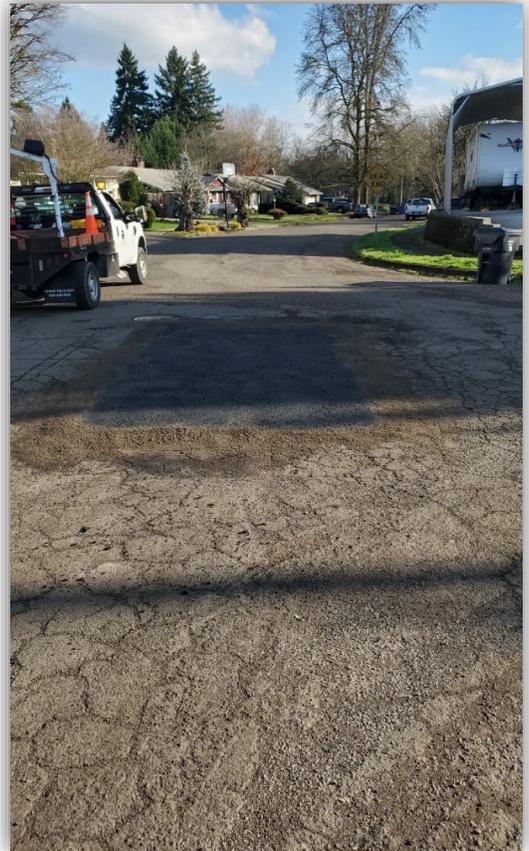
STREETS DIVISION Clackamas County has allowed us to borrow an asphalt hot box for hot mix paving. This allows us to do small repairs in cold weather. Past practice has been using a temporary cold mix that may erode during adverse weather. The weather windows during these last few weeks



has allowed us to complete many of these more permanent repairs. These photos show work in process.



Photo right shows a final hot-patch.





Natural Gas requested our assistance in shutting off the signal for manual traffic control at 82nd Street and Arlington for a project and possible replacement of an ADA ramp that they damaged. The final repairs and inspections are pending.



Public Works continues to be challenged by decades of past practices within the city. The pictures left and below are examples of roadways constructed with barely over one inch of pavement, built on top of no roadbed, just dirt.

The Public Works crew is capable of making quality repairs, but due to the lack of roadbase, we can still expect failures in the future until such time we can reconstruct the road including the base



Again this year, Public Works is piggy-backing with other cities on a slurry seal contract in order to obtain best pricing. The slurry seal project will take place over the summer months.

We have completed the street sign replacement in our second zone, and will start on the next zone as time allows.



Another example of the necessity to monitor the companies and utilities using the public right of way is shown left. In this case, our inspection indicated that the utility pole installation was not properly finished to city standards. We continue to address multiple utility placement failures in our right of way all around town. In the case of the photo left, this particular work has been awaiting completion for three years. With the ROW funding in place we are able to pursue these issues more robustly so the onus does not fall to the taxpayers to repair.

This picture is an example of the challenging paving conditions we experience during the winter months.



PARKS DIVISION Public Works received notice on February 19th that our US Army Corps of Engineers permit to dredge Meldrum Bar lagoon was verified. This puts Public Works grant success for the city's parks at 100 percent. Public Works staff has applied for and won over \$500,000 in just the last couple of years. Federal grant funding is fraught with complications, but nevertheless, we persisted! We anticipate getting the lagoon dredged during this year's in-water work window. Barring mother nature throwing something unseemly at us, the newly refurbished boating channel and new aluminum docks will position Meldrum Bar Park well into the future for public use.



The 99E path at Dahl Beach had a hazard tree that needed to be removed. This required a call out to secure the area in the evening and tree professionals responded the next morning.

The mild weather has triggered parks mowing earlier than normal. Once mowing starts, if the unseasonably warm weather continues, it will require one full time employee just to keep up with the mowing. Vandalism remediation by itself takes up a lot of our time. This month we had a fire in a park bathroom.

We removed two hazardous trees, one an alder and one a cherry, between Meldrum Bar ballfields four and five. We replaced those with a red maple. We are filling in the tree wells and cleaning up the site, making it mowable and reestablishing the grass. While in the area, we filled in a sinkhole.

We also cleaned up tide debris at the Meldrum Bar boat launch area in preparation of spring fishing season.

FACILITIES AND FLEETS is in the last phase of our heavy lifting to replace the old, worn out Public Works fleet. This last lift is to replace our broken down backhoe and the old dump truck, and we will be starting that process soon. We are nearing the end of our initial vehicle replacement process, and we are now well positioned for regular, routine replacement over time.

We are also in the process of soliciting for a replacement lawnmower.

We are inventorying out of service shop equipment and materials in preparation for auction, and will assist the Fire Department auction items as needed.

We are doing some general building maintenance at the Senior Center, getting the building ready for spring.

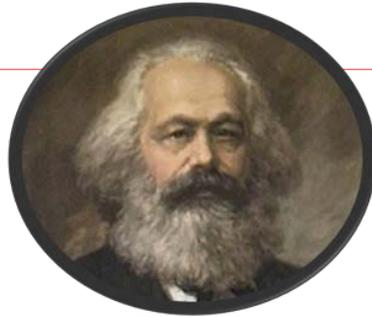
ADMINISTRATION:

- Working with WES to update our IGA
- Meeting with Oak Lodge Water Services to update and clarify our IGA.
- Working with a QRF to contract for city-wide janitorial contract.
- Public Works continues to help backfill the Utility Billing position at City Hall until that position is filled, which is requiring backfilling here at Public Works.
- Ongoing Planning and Development regarding new construction and reconstruction.
- Continuing inspections on open ROW permits.
- Preparing to solicit bids for dredging Meldrum Bar boat channel.
- Continuing administering the ODFW and OSMB Meldrum Bar dredging grant, tracking staff time and process.
- Ongoing Civic Center progress is moving forward to completion.
- Monitor progress on DEQ MAO requirements.
- Trolley Trail Feasibility Study is complete. We are now awaiting funding for the design process, with hopes of construction soon after.
- Calculating SDCs for private development, which requires plan reviews.
- Working with Clackamas County on current and future private development projects.
- Continuing to collect information on our water loss report, as require by the State.
- Ongoing management of the ROW permit closeouts regarding the companies using our rights of way. We continue to discover many unresolved issues and incomplete job sites requiring multiple inspections by Public Works and requiring administrative follow up to resolve.

- Moving forward with soliciting quotes for repair and painting the exterior of the Senior Center.
- Working with consultant and structural engineer to determine the soundness of our Public Works shop building for possible remodel vs. new construction.
- Working with City Engineer on W. Clackamas sewer line design.
- Preparing to impliment the E. Clackamas one way street project.

Men make their own history, but they do not make it as they please.
They do not make it under self-selected circumstances, but under
circumstances existing already, given and transmitted from the past.

. . . Karl Marx





Gladstone Senior Center

Monthly Report

February 2020

Report Date: March 2, 2020

To: City Administrator, Jacque Betz

From: Senior Center Manager, Colin Black

I am happy to report that we had another great month at the Senior Center in February. Gladstone Community School classes continue to operate smoothly, our attendance is maintaining its' current numbers, and we have seen a small increase in our participation numbers at the after-lunch activities. Additionally, the Pinochle group continues to grow each week even after we added a second day when they play here.

AARP Tax preparation continue to be a success. Each Friday the tax preparers start at 9 am and work until the last client is done, typically around 4 pm. This makes for a busy day for the preparers and we are really grateful for the services they provide. As a reminder, the tax assistance program available through the AARP Foundation Tax Assistance Program has specific guidelines for eligibility and I would like to reassure the City Council that we adhere to those guidelines. This programs season runs until April 10, 2020, the last Friday before the tax filing deadline of April 15.

We would like to update the Council on some items we have previously reported on. The Gladstone Seniors Foundation is a step closer to the purchase of a minivan for the Senior Center. We are waiting for a formal vote from the Board in order to move forward with the purchase. Additionally, I have finalized the commitments from the Gladstone Kiwanis Club and the Gladstone/Oak Lodge Rotary Club for the purchase of a new oven for the kitchen. Once the funds have been paid to the vendor, the Senior Center will pay its portion (1/4 of the cost) and it will just be a simple manner of the delivery timeframe to work with. We will continue to update the Council as these efforts move forward.

This month, the staff at the Senior Center:

- Provided over 205 rides, 900 meals, and saw over 1,000 people through our doors.
- On 2/5, SCM Black participated in the Gladstone Tourism Brand and Strategy Stakeholder Meeting.
- On 2/12, SCM Black attended a Clackamas County, State of Oregon APD (Adults and People with Disabilities) Coordination meeting to improve on communications between senior centers and APD. There has been a large amount of turnover at the APD offices in Clackamas County.

- On 2/19, SCM Black attended a Reasonable Suspicion Training at City Hall.
- On 2/21, SCM Black met with PWD Whynot, Marna Barnes, and Hayley Kratz to discuss the QRF for City-wide Janitorial Services.

As always, the Senior Center staff is ready to take on whatever is asked of us! Thank you for your hard work!

Respectfully,

Colin Black

Senior Center Manager

Gladstone Police Department

Monthly Report

February 2020





Gladstone Police Department

CHIEF'S REPORT TO CITY ADMINISTRATOR AND COUNCIL



CHIEF'S REPORT

February 2020

Greetings,

It has been another strong month for the Gladstone Police Department. There have been many accomplishments and yet so much to do still. We had a very good strategic planning session focusing on Succession / Leadership, Code Enforcement and Traffic Safety. Representatives from all levels of the police department participated along with members of the Forest Grove Police Department to observe and prepare for their planning session. Once the report is complete it will be shared.

Additionally, the police department has completed its 2019 Annual Report and has included the report with this monthly report. I am very proud of the work by all members of the Gladstone Police Department, they have accomplished much and have represented the city and police department honorably. We will use this report as a tool while moving forward to increase our effectiveness.

The Traffic Safety Committee has worked hard on establishing goals for 2020 and looks forward to meeting with the City Council on the 24th of March to share those goals.

Code Compliance continues to work on correcting the Zombie house on Manor Drive. The hearing that was scheduled for this month has been pushed out to early to mid-April. The delay appears to be a result scheduling conflicts. Like I mentioned in last month's report, our goal is to have this property up for auction in May but timing may be an issue. I did receive an email from a neighbor wanting updated information on where we are at with the property. After providing the appropriate information, I informed him that I would update the neighborhood after the hearing. The good news is everything is still on track.

Finally, GPD's new "Values" along with GPD's new "Mission and Vision". GPD Values were created by all members of the police department and are in line with the overall city values. The creation of these values took a tremendous effort and we look forward to a new start. You will see these in our Annual Report for 2019. GPD is very proud of who we are and what we represent, our community.

John Schmerber, Chief of Police

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



**GLADSTONE POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT**



FEBRUARY 2020

| GENERAL STATISTICS/TYPE | THIS MONTH | YTD THIS YEAR | YTD LAST YEAR | % +/- | TOP 5 TRAFFIC CITE CHARGES | |
|-----------------------------|------------|---------------|---------------|----------|------------------------------------|--------|
| Dispatched Incidents | 694 | 1365 | 1545 | -11.65% | Driving While Suspended | 16 |
| Officer Initiated Incidents | 312 | 586 | 699 | -16.17% | Driving Uninsured | 10 |
| Total Number of Incidents | 1006 | 1951 | 2244 | -13.06% | Expire Tags | 8 |
| Police Reports Filed | 253 | 527 | 681 | -22.61% | Operate vehicle No Lights | 8 |
| Traffic Contacts | 210 | 408 | 538 | -24.16% | Speeding | 7 |
| Citations Issued (Charges) | 77 | 145 | 273 | -46.89% | ALARM ADMINISTRATION REPORT | |
| DUI | 0 | 0 | 4 | 0.00% | Renewal Billed | 0 |
| Community Policing Contacts | 6 | 16 | 0 | 1600.00% | Renewal Fees Collected | \$0.00 |
| Murders | 0 | 0 | 0 | 0.00% | Senior Escort Fees | 0 |
| KY Deployments | 6 | 11 | 12 | -8.33% | New Permits Issued | 0 |
| Tow Releases | 0 | 0 | 5 | -500.00% | False Alarms w/No Permit | 0 |
| | | | | | 1st false Alarm Events | 0 |
| | | | | | 2nd False Alarm Events | 0 |
| | | | | | 3rd False Alarm Events | \$0.00 |
| | | | | | False Alarm fees billed | \$0.00 |

"Integrity, Professionalism, Partnership, Innovation, Communication, Empowerment"

* No Alarm report this month-Alarm Coordinator is out on medical leave



GLADSTONE POLICE DEPARTMENT MONTHLY ACTIVITY REPORT FEBRUARY 2020



| SELECTED CALLS FOR SERVICE** | THIS MONTH | YTD THIS YEAR | YTD LAST YEAR | % +/- | SPECIFIC OVERTIME CATAGORIES | HOURS |
|-----------------------------------|------------|---------------|---------------|---------|------------------------------|-------|
| Abuse/Neglect | 1 | 5 | 4 | 25.00% | Cover Short Shift | 110 |
| Accident/Injury or Fatal | 0 | 2 | 3 | -33.33% | Court | 29.5 |
| Accident/Property Damage | 2 | 10 | 11 | -9.09% | Training | 28 |
| Assault | 6 | 10 | 7 | 42.86% | Presentations/Meetings | 35 |
| Burglary | 1 | 5 | 7 | -28.57% | Other | 32.5 |
| Domestic/Family Disturb | 27 | 52 | 40 | 30.00% | Swat | 0 |
| Drugs/Narcotics | 3 | 5 | 2 | 150.00% | K9 | 18.5 |
| Disturbance-Fights-Noise | 13 | 27 | 14 | 92.86% | SRO | 13.5 |
| Forgery/Fraud | 16 | 20 | 13 | 53.85% | | |
| Hit and Run | 6 | 7 | 6 | 16.67% | | |
| Ordinance Violations | 19 | 25 | 20 | 25.00% | | |
| Ranaway/Missing | 12 | 23 | 10 | 130.00% | | |
| Sex Offense | 1 | 3 | 3 | 0.00% | | |
| Suicide | 14 | 23 | 20 | 15.00% | | |
| Suspicious Person or Circumstance | 62 | 124 | 98 | 26.53% | | |
| Thefts | 14 | 33 | 37 | -10.81% | | |
| Trespass/Prowler | 10 | 23 | 7 | 228.57% | | |
| Vandalism | 4 | 12 | 12 | 0.00% | | |
| Vehicles Recovered | 1 | 3 | 6 | -50.00% | | |
| Vehicles Stolen | 2 | 3 | 9 | -66.67% | | |
| Death(Not Suicide/Murder) | 3 | 4 | 5 | -20.00% | | |

**Coded at time of dispatch, not final disposition

"Integrity, Professionalism, Partnership, Innovation, Communication, Empowerment"



Gladstone Police Department CODE ENFORCEMENT REPORT TO CHIEF AND COUNCIL



CODE ENFORCEMENT OFFICER MONTHLY REPORT

Prepared by Sean Boyle

February 2020

- Abandoned Vehicles 4
- Animal Complaints 5
- Assist Person/Community Contacts 7
- Civil Complaints 2
- Details – Meetings/Projects (Volunteer Program/Moving Planning/ETC) 17
- Follow Ups on Ordinance Violations/Parking Complaints/Abandoned Vehicles 35
- Ordinance Violations 19
- Parking Complaints 5
- Property Calls – Lost/Found Property calls & Property/Evidence related details 3
- Hazard 1
- Noise Complaint 1
- Assist Officer/Assist Fire/Assist other Agency 2



Updates:

- 290 Nelson Ln – This property continues to be monitored. The property owner attempted to pump standing water directly into the storm water system. The pump was not functional so no violation occurred. Conducted follow up inspection with Public Works to ensure all current activity was compliant with approved permits and ensure they are following the erosion control plan.
- 1640 Manor Dr – A hearing has been scheduled for 04/20/20 where I will testify about the conditions of the property in an effort to reduce the 2 year right of redemption to 30 days.



Gladstone Police Department CODE ENFORCEMENT REPORT TO CHIEF AND COUNCIL



CODE ENFORCEMENT OFFICER MONTHLY REPORT CONTINUED...

- 1250 82nd Dr – In working with the business owner to correct violations, an area on the property was selected for focused cleanup. Owner was given until 02/28/20 to clean up the section. Follow up inspections to continue in March with additional focused cleanups.
- 16909 Webster Rd – Property owner has taken steps to correct the violation by picking up a lot of garbage. I have an onsite meeting with the owner the first week of March and will develop a plan to bring them into compliance.
- 396 W Gloucester St – Owner has been unable to meet due to illness. A meeting with owner scheduled for first week of March. A plan will be developed to bring them into compliance.

18245 Portland Ave –
Clear Vision Obstruction
of speed sign.

New Cases:

17805 Oatfield Rd/7180 Ridgegate Dr – Conducted onsite inspection with property owner at the Oatfield location. Both locations have essentially converted to 8 and 10 unit apartments. Building department is handling the unpermitted work and will be working with the owner to bring him into compliance with the zoning requirement that allows for up to 5 non related persons living at these locations. I am working with the owner to obtain business license and nuisance violations at the Oatfield location. See photos below.





**Gladstone Police Department
CODE ENFORCEMENT REPORT
TO CHIEF AND COUNCIL**



**CODE ENFORCEMENT OFFICER
MONTHLY REPORT CONTINUED...**

I am working with Sgt Leake to develop mobile forms for use in the field related to the development of a trespassing program and apartment incident notifications.

I continue to assist with new building moving planning focusing on the property/evidence transition.

I assisted Property Officer Voss with a trip to the incinerator to dispose of drugs from our drug take back program and evidence that has been cleared for destruction.



Gladstone Police Department CODE ENFORCEMENT REPORT TO CHIEF AND COUNCIL



CODE ENFORCEMENT OFFICER MONTHLY REPORT

Prepared by Jim Leake

February 2020

- Parking Complaints 9
- Animal Complaints 17
- Abandoned Vehicles 4
- Noise Complaints 2

Updates:

The abandoned vehicle problem has seen a huge reduction with a concerted effort of the officers to tag those vehicles both reported and those that are located. With nicer weather, the number of animal complaints looks like it has increased.

Police officers have recently taken over resolving most of the vehicle related code calls to free up the Code Enforcement Officer to conduct more in depth code investigations.

Officers spent a large amount of time working on repeated problems at the Budget Inn. These incidents have led to a case being built for Chronic Nuisance at the motel. This project is ongoing and information is being gathered for notice to the owners.



Gladstone Police Department
DETECTIVES REPORT TO CHIEF AND COUNCIL
MONTHLY UNIT OR SPECIAL ACTIVITY REPORT



DETECTIVES MONTHLY REPORT

Prepared by Detective Fich

February 2020

New Cases Assigned:

1. 20-002399 Rape - Called out 01/30/2020
2. 20-003473 Attempted Aggravated Murder - MCT call-out 02/12/2020 - Final Report submitted 02/18/2020

Cases Cleared:

1. 19-030107 Robbery - Occurred and assigned 12/20/19 - Forwarded case to DDA Vogel on 02/14/2020
2. 20-003473 Attempted Aggravated Murder - MCT call-out 02/12/2020 - Final Report submitted 02/18/2020
3. 19-030900 Sexual Assault - Consulted 12/30/19 - Assigned 12/31/19 - Arrest 02/24/2020

Cases Assisted:

1. 19-029760 Juvenile Sex Crime - Assigned 12/18/19 - Transferred to Detective Gilliam on 02/04/2020
2. 20-003180 Juvenile Sex Abuse II - Transferred to Detective Gilliam after initial actions
3. 20-002890 DCS Meth - Rewrote SW Affidavit and SW to assist patrol investigation on 02/15/2020

Current Caseload:

1. 19-022110 Juvenile Sexual Abuse/Human Trafficking- Self-assigned
2. 18-034302 Arson-Smith Re-opened 01/16/19 - Agency assist request sent to Houston PD 02/26/2020
3. 20-002232 Rape - Assigned 01/29/2020
4. 20-002399 Rape - Called out and assigned 01/30/2020

Highlights/Noteworthy:

17-276-Chad Samuel William Pearson received a Life Sentence without the possibility for parole for the sexual assault of an 11-year-old girl. Rape I, Sodomy I, Unlawful Sexual Penetration I, and two counts of Sexual Abuse I

19-030900-Brent Allen Bissett indicted by Grand Jury on charges of Rape I, Sodomy I, Unlawful Sexual Penetration I, Sexual Abuse I, Strangulation, Domestic Violence Assault 4, and Menacing



Gladstone Police Department
DETECTIVES REPORT TO CHIEF AND COUNCIL
MONTHLY UNIT OR SPECIAL ACTIVITY REPORT



DETECTIVES MONTHLY REPORT

Prepared by Detective Gilliam

February 2020

New Cases Assigned:

1. 19-029760 – Juvenile Sex Assault
2. 20-003180 – Juvenile Sex Abuse

Cases Cleared:

1. 19-009215 – Juvenile Sex Abuse (sent to the DA's office; DDA currently reviewing)
2. 19-028995 – On-line Luring of a Minor (sent to the DA's office; DDA currently reviewing)
3. 19-027373 – UUMV (suspended due to lack of tangible leads)
4. 19-029760 – Juvenile Sex Assault (suspended due to lack of victim cooperation)

Current Caseload:

1. 20-003180 – Juvenile Sex Abuse
2. 19-011267 – Juvenile Sex Abuse
3. 19-020695 – Burglary/Theft
4. 19-021067 – Reckless Endangering/Assault II/Hit and Run

Notes:

1. Attended a one-hour SWAT team meeting (2/07)
2. Attended the monthly Human Trafficking MDT meeting (2/10)
3. Attended the Healthy Boundaries and Behaviors MDT meeting at the Children's Center (2/12)
4. Attended GPD's Strategic Planning meeting (2/13)
5. Along with Patrol, I assisted Fich with executing his search warrants (2/24)
6. Taught Use of Force and Tactical Medic training to Officer Winters (2/26)
7. Worked for several hours on revamping the department's policies on awards and recognition
8. Worked with GFD on creating a Forced Entry/Mechanical Breaching training curriculum



Gladstone Police Department
K9 REPORT TO CHIEF AND COUNCIL
MONTHLY UNIT OR SPECIAL ACTIVITY REPORT

Prepared by: Officer Olson

February 2020

K9 MONTHLY REPORT

Police have utilized dogs in their ranks for over a hundred years. Their roles and functions have changed with the times to evolve with the communities they serve. Furthermore, police canine sections, much like police in general, have been designed to become more approachable than they have been in the past. This increase in approachability has garnered more support from the public and aided many police departments and their K9 units.

| Officer | K9 Deployments GPD | K9 Deployments Other Agencies | K9 Training Hours |
|---------|-----------------------|----------------------------------|-------------------|
| Olson | 2 | 4 | 16 |
| | | | |

This month K9 Nanuk and I interrupted a burglary in progress at the new city civic building. K9 Nanuk and I with assistance of other Gladstone Officers searched the new building and cleared the fenced area of the new property. We were unable to locate the suspect. The suspect did not get away with any property.

We conducted an article search for Oregon City Police Department for a male subject who reported he lost his gun while walking to Plaid Pantry. Oregon City Police Department told me they are not sure if they believe the male subject actually had a gun. K9 Nanuk was given his search command and he tracked to Plaid Pantry. We had Oregon City Officers in tow and we did not locate a firearm. Statements I overheard when we returned to the initial location lead me to believe that there was no gun. Oregon City thanked us for the assistance and advised me that we tracked the way the male subject said he walked to the store.





Gladstone Police Department
SERGEANTS REPORT TO CHIEF AND COUNCIL
MONTHLY UNIT OR SPECIAL ACTIVITY REPORT



OPERATIONS MONTHLY REPORT

Prepared by Sgt. Okerman

February 2020

2/1 – Theft at Hollywood Beverage Liquor store. GPD Facebook page post lead to a positive ID on the suspect and he was later arrested.

2/1 – Officers located a small fire in a drainage culvert in the wooded area between I-205 and the railroad tracks. This turned out to be a small camp but the occupants had left. The fire burned out. Follow up later confirmed no one was living in the culvert.

2/4 – Hazardous parking issue on Oatfield Rd dealt with. Possible code violations noticed at the house were forwarded to Code Officer as he already had an open case with the location.

2/8 – Illegal dumping incident investigated at Meldrum Bar Park. Warnings issued for minor violation of dumping household garbage.

2/8 – Suspicious circumstance call where the caller reported seeing an injured male leaving a trail of blood through an apartment complex. Blood trail was followed to an apartment where the occupants were not cooperative. A tactical entry was made by patrol officers to ensure everyone's safety. One subject was transported to hospital via ambulance with hand injury requiring immediate care. This was a rapidly evolving and complex call which was handled professionally and quickly by GPD.

2/10 – Runaway juvenile report taken on subject who cut an ankle monitor off.

2/22 – Officer Day was watching a location where a known felon with warrants was associated. He spotted the subject leaving the residence and was able to stop the vehicle. The wanted subject was arrested. The owner of the vehicle the subject was driving was later cited for allowing the wanted person to drive the vehicle without a license.

2/24 – Subject dumped a gallon Ziploc bag of coins on the court counter in an attempt to pay a fine in violation of posted policy. Subject refused to collect his coins. Officers returned the coins to the subject with warnings of the consequences if he did it again. Subject apologized and he later paid his fine online.

2/29 – Stolen vehicle located 5 blocks from where it was reported. Details were suspicious and this is an open investigation with suspect info.



Gladstone Police Department

SERGEANTS REPORT TO CHIEF AND COUNCIL

MONTHLY UNIT OR SPECIAL ACTIVITY REPORT



OPERATIONS MONTHLY REPORT

CONTINUED...

2/22 – Officer Day, Officer Graves, Reserve Officer Hale, and Sergeant Okerman participated in the 2020 Oregon Law Enforcement Polar Plunge in support of Oregon Special Olympics. \$1045 was raised.





Gladstone Police Department
SERGEANT REPORT TO CHIEF AND COUNCIL
MONTHLY UNIT OR SPECIAL ACTIVITY REPORT



PATROL MONTHLY REPORT

Prepared by: Sergeant Leake

February 2020

Patrol Activity

02-04-2020

Officer Olson was called out to do an article search for Oregon City PD regarding a subject who dropped his gun while walking to Plaid Pantry. He suspected someone found the gun because they ran off when he tried to talk to them. Olson made a track. No gun was found.

02-05-2020

The shift did a mission on McLoughlin doing traffic enforcement. 8 quick stops resulted in several citations and a warrant arrest.

Officer Orta and Reserve Officer Hale made a traffic stop on a known bad guy who has had many run ins with police. He had a glass meth pipe in plain sight on his seat. It was tested and was positive for meth. When officers attempted to arrest him he barricaded himself inside his vehicle. Officer Olson, Officer Orr and Officer Herkamp arrived as well as county units. The subject got out of the car and was non-compliant. He was tased and taken into custody without further incident. Evidence found in car was a stolen gun, 66 grams of meth, packaging materials and a scale. Subject was lodged on several charges after a trip to the hospital.

02-11-2020

Sergeant Leake and Sergeant Okerman were dispatched to an unwanted call at the post office. Two subjects were reported as setting up camp on the back loading dock, and became verbally abusive when employees asked them to leave. Both were arrested for trespassing.

Sergeant Leake, Sergeant Okerman and a county unit were dispatched to a domestic call. Female reported being assaulted by male. Female was outside yelling and male was inside. Female contacted us and she was hysterical and hyperventilating. She finally gave information that the male had strangled her two night previous and they got into fight again tonight. Male was arrested for felony strangulation and for harassment.

Olson covered Oregon City on a Domestic involving a weapon. Subject had a gun and threatened to kill the reporting party. Subject was arrested without incident and taken to jail.

02-12-2020

Reserve Officer Hale and Officer Orr did a premise check under the I-205 Bridge for transient activity. One subject was arrested for trespassing.



Gladstone Police Department
SERGEANT REPORT TO CHIEF AND COUNCIL
MONTHLY UNIT OR SPECIAL ACTIVITY REPORT



PATROL MONTHLY REPORT CONTINUED...

02-14-2020

Orr took an assault that occurred at the Gladstone High at a football game. This stemmed from some racial slurs on social media. This report was forwarded to the SRO for follow up and education of students at the school.

02-18-2020

Officer Herkamp received a traffic complaint that sounded like a road rage incident. The supposed suspect vehicle was registered to Gladstone. Officer Herkamp talked with the reporting party who stated that she passed a vehicle traveling west on Arlington at 25mph and after she passed the vehicle the driver followed her. She said he pulled up next to her when she stopped and he told her not to drive like crap in his town. The female reporting party told Officer Herkamp the guy must have been racist. Officer Herkamp pointed out that she passed a vehicle in a no passing zone, in a 25mph zone, on a very narrow street. The woman then asked him why he was trying to make it sound like she did something wrong. She said she felt threatened because the other driver told her to slow down.

Officer Herkamp took a theft by deception case where a victim was contacted by someone claiming to be the FBI. The FBI guy told the victim that they had raided a house and found illegal items in the victim's name. The suspect told the victim that he needed two \$600 gift cards to satisfy bail. The victim, in fear, did purchase the cards and sent pictures of the number codes on the cards to the suspect. The suspect knew he was being scammed but was scared not to comply.

02-19-2020

Sergeant Leake, Officer Orr, Reserve Officer Hale and Officer Orta went to a domestic issue at Budget Inn. Two subjects were arguing and the female was throwing the male's property out of the room and off the second story balcony. The male wanted to leave but had no financial means. He was given a \$50 debit card to use with his own \$20 cash to get a room at another hotel. Reserve Officer Hale and Officer Orr drove him and his belongings to three different motels but the debit card would not work. Reserve Officer Hale took the male to Fred Meyer and bought him a coat and some gloves and dropped him off at a warming center in Milwaukie.



Gladstone Police Department
SERGEANT REPORT TO CHIEF AND COUNCIL
MONTHLY UNIT OR SPECIAL ACTIVITY REPORT



PATROL MONTHLY REPORT CONTINUED...

At approximately 1am, Officer Olson was doing mobile patrol past the new Civic Center and found the gate was open. He checked the property and found that someone had made entry into the buildings under construction. A full search was done of the property and wet footprints were found on the west side and south side of the building, which then lead to some wet shoes being left behind. Inside, there were thousands of dollars in tools and equipment piled up and ready to be stolen. Officer Olson had interrupted the burglary. A search was conducted inside and outside of the building by all Gladstone officers on duty, with assistance from CCSO, and no suspect was found.

Officer Olson and Officer Orr went out with a suspicious vehicle at 3am at Gladstone High and ended up with 3 curfew violations and minors in possession of marijuana. They were lodged at Clackamas County Juvenile.

02-21-2020 Leake, Orta and Orr

Leake and Butler responded to the court clerk's office in city hall after a subject was called in as being aggressive verbally and uncooperative. They arrived and found a subject wanting to pay his \$125 fine in pennies. He had just dumped them out on the desk and stated he wanted a receipt. Clerk told him to count them out, 100 pennies at a time and she would accept it as payment. The subject was not willing to do as the clerk asked, so he was instructed to leave. He left peacefully with his pennies.

Sergeant Leake, Officer Orta and Officer Orr responded to a fight at GHS after a boys district basketball game with North Marion. Several kids and adults were involved and the situation was probably exacerbated by online trash talking between kids from both schools. No one was injured and most of those involved were gone by the time police arrived.

02-26-2020

Orta took a fraud call where a subject made an agreement to cash checks with a "friend" and split the money. Subject was later notified the checks were bad and owes the money back to the bank. He was educated on scams like this.



Gladstone Police Department
SRO REPORT TO CHIEF AND COUNCIL
MONTHLY UNIT OR SPECIAL ACTIVITY REPORT

Prepared by SRO Graves

February 2020

SCHOOL RESORCE OFFICER
MONTHLY REPORT

The School Resource Program (SRO) is a valuable partnership between the Gladstone School District and the Gladstone Police Department. The SRO investigates incidents which occur on the properties of all schools within Gladstone city limits (Kraxberger Middle School, John Wetten Elementary School, Gladstone High School), as well as the Administrative offices for the district.

The SRO concentrates on the schools and is an "on-site" officer at all schools in the Gladstone School District. This allows a regular patrol officer to focus on the rest of the city. Officer Graves is currently in this assignment. He deals with a wide range of issues, such as attendance, assaults, child abuse, thefts and gangs. He also conducts interventions, gives presentations to faculty and students, and meets with parents about issues.

| *Stats are for the 2019-2020 school year* | This Month | Year to Date |
|--|-------------------|---------------------|
| Student Interventions | 5 | 23 |
| Assist Faculty with Problem | 3 | 22 |
| Meeting/Assist Family/Parents/Guardians | 2 | 12 |
| Classroom Presentations | 0 | 1 |
| Welfare Check/Home Check | 3 | 11 |
| Gang Affiliation Contacts | 0 | 0 |

One fight involving parents and students after the girls' basketball game, over a video (5months prior) of a white student using a derogatory word used towards African Americans. I spoke to all parties involved with school administration, and determined that no crime occurred.

Large fight at the high school after a boys' basketball game. After an extensive investigation, there was no way to determine how the fight started. Seems to stem over social media post prior to the basketball game. I worked with North Marion campus security and we were able to identify all of the students involved and the parents. GHS students involved were suspended from school for one day and were band from coming to any future games. North Marion did the same for their students involved. I went to the next game between the teams and all was calm.



Gladstone Police Department

SERGEANT REPORT TO CHIEF AND COUNCIL

MONTHLY UNIT OR SPECIAL ACTIVITY REPORT



Prepared by: Sergeant Carl Bell

February 2020

TRAINING DIVISION MONTHLY REPORT

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

| Officer | Training | Hours |
|-----------|-----------------------|------------|
| Butler | CIT | 40 |
| Olson | CIT | 40 |
| Orr | Online Predator | 8 |
| Dept Wide | CPR/First Aid | 32 |
| Dept Wide | 12ga/40mm Less Lethal | 32 |
| Winters | DT | 2 |
| Winters | LEDS | 24 |
| Winters | Radar/Lidar | 16 |
| | Total | 194 |

K9 Nanuk and Officer Olson did 16 hours of K9 Training with Gresham PD.

Officer Dan Winters Started his FTEP (pre-academy training) on January 27, 2020. Officer Winters will enter the DPSST Basic Police Academy on March 16, 2020





GLADSTONE POLICE DEPARTMENT ANNUAL REPORT

2019

Gladstone Police Department

Website: www.ci.gladstone.or.us

Tel: 503-557-2760 or 503-557-2798

Fax: 503-650-8938

535 Portland Ave., Gladstone, OR 97027



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MESSAGE FROM THE CHIEF

Greetings,

It is an honor to be your Chief of Police and I am very excited to be working in the City of Gladstone. Law Enforcement is an ever changing profession that requires professionalism, ethics and above all character. The Police Officers patrolling your neighborhoods are well trained professionals who are passionate about the City of Gladstone. My promise to them and to you is that we will continue to grow and maintain a high standard of professionalism and legitimacy in our policing strategies, to include transparency in all we do. Partnering and working with our community is the recipe for success and we as a police department will continue to work with community members to help develop a vibrant community. I recognize the Gladstone Community supports its police department and we will not take that support for granted. Every day we will work to earn that support and trust.

Throughout this report you will see data points on police department activity for 2019. We will use these data points moving forward into 2020.

Sincerely,

John Schmerber, Chief of Police





City of Gladstone Data

City Data

Incorporated: 1911
Location: Clackamas
 County, State of Oregon
Elevation: 57 ft.

Population: 11,840 in 2019
Geographic Size: 4 Square
 miles
Density: 2960 People per
 square mile

City Government

Form of Governance:
 Council - Manager
 Elected Mayor and six
 elected Councilors, with an
 appointed City
 Administrator

Police Department:

Agency Size:
 23 Total (16 Sworn, 4
 Civilian, 1 Reserve Officer,
 1 vacancies)

Officer/Citizen Ratio:

1 total sworn per 514
 residents
Leadership:
 1 Police Chief, 1 Lieutenant
 3 Sergeants



LAW ENFORCEMENT CODE OF ETHICS

International Association Chiefs of Police

As a law enforcement officer, my fundamental duty is to serve the community; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation and the peaceful against violence or disorder; and to respect the constitutional rights of all to liberty, equality, and justice.

I will keep my private life unsullied as an example to all and will behave in a manner that does not bring discredit to me or to my agency. I will maintain courageous calm in the face of danger, scorn or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed both in my personal and official life, I will be exemplary in obeying the law and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.

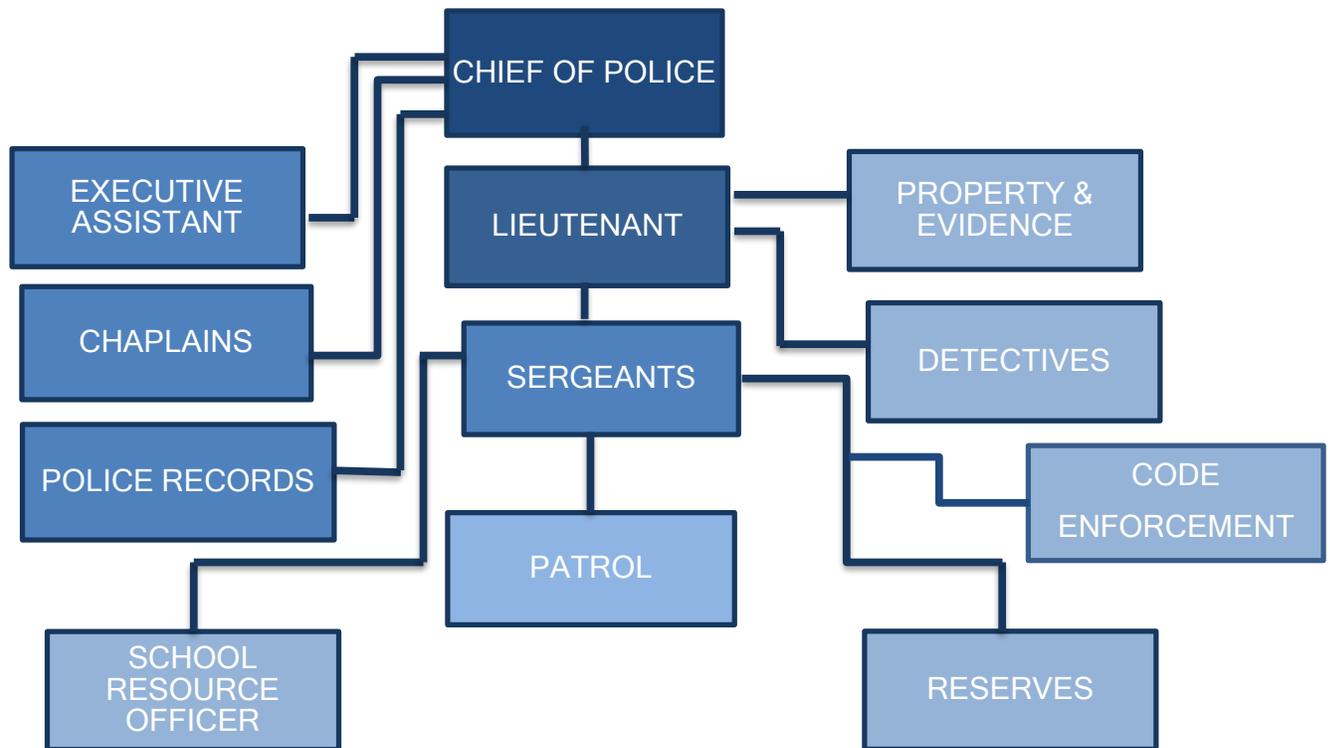
I will never act officiously or permit personal feelings, prejudices, political beliefs, aspirations, animosities or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or violence and never accepting gratuities.

I recognize the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of police service. I will never engage in acts of corruption or bribery, nor will I condone such acts by other police officers. I will cooperate with all legally authorized agencies and their representatives in the pursuit of justice.

I know that I alone am responsible for my own standard of professional performance and will take every reasonable opportunity to enhance and improve my level of knowledge and competence.

I will constantly strive to achieve these objectives and ideals, dedicating myself before God to my chosen profession... law enforcement.

GLADSTONE POLICE DEPARTMENT ORGANIZATIONAL CHART



Operational Overview

The City of Gladstone Police Department is comprised of three (3) organizational divisions, as follows;

- The **Administration Division** is managed by the Chief of Police and provides overall leadership, direction and guidance of the Police Department, including budget development and accountability, oversight of the records function and code enforcement, community and city involvement, state & regional involvement and labor relations.
- The **Support Division** is managed by the Police Lieutenant who provides leadership, direction and supervision of all support functions of the Police Department including the oversight of patrol & investigations, police canine, tactical response and preparations, property and evidence, professional standards, public information and training.
- The **Patrol Division** is managed by the Police Sergeants who provide leadership, direction and supervision of the daily, uniform operations of the Police Department including police reserves, scheduling, school resource officer and community events planning and participation.

LOOKING AHEAD

As shown by the Operational Overview, this structure is balanced and provides equally distributed command responsibilities, greater internal effectiveness and increased accountability. It is the command structure utilized by most area police departments our size, it is an industry accepted standard, and it will carry the Police Department into the future and accommodate department growth.

Gladstone Police Department Values:

- **Respect** – Our Oath, Legitimacy, Our Community, Hold all to same standard.
- **Service** – Professionalism, Value all, Compassion for those we serve, Utilize best practices, Training and Education.
- **Character** – Honesty and Integrity, Moral and Ethical Principals, True to Our Core Values, Authentic.
- **Passion** – Team Work, Be the Best, Do the Right Thing for the Right Reason, Represent the City of Gladstone Honorably.

Fourth of July Picnic 2019



PATROL DIVISION

Referred to as the “backbone” the police department, the Patrol Division includes the uniform functions the police department and accounts for the majority of the work product and activities within the police department.

We will use 2019 statistical information as a baseline moving forward.

The table below lists the types of activities patrol officers are involved in, and the number of occurrences in 2019.

| Activity Highlights | 2019 Totals |
|-----------------------------------|-------------|
| Abuse or Neglect | 29 |
| Traffic Accident/ Injury or Fatal | 18 |
| Traffic Accident/ Property Damage | 89 |
| Assault | 45 |
| Burglary | 35 |
| Domestic Disputes | 242 |
| Drugs/Narcotics | 54 |
| Disturbance-Fight-Noise | 161 |
| Forgery/Fraud | 81 |
| Hit and Run | 74 |
| Ordinance Violations | 139 |
| Runaway/Missing | 63 |
| Sex Offense | 32 |
| Suicide/Attempt Suicide | 122 |
| Suspicious Person or Circumstance | 623 |
| Thefts | 244 |
| Vandalism | 97 |
| Vehicles Recovered | 21 |
| Vehicles Stolen | 54 |
| Death (Not Suicide or Murder) | 22 |

The Police Department's work product is referred to as "Total Activities" and is categorized as either a call for service or self-initiated activities.

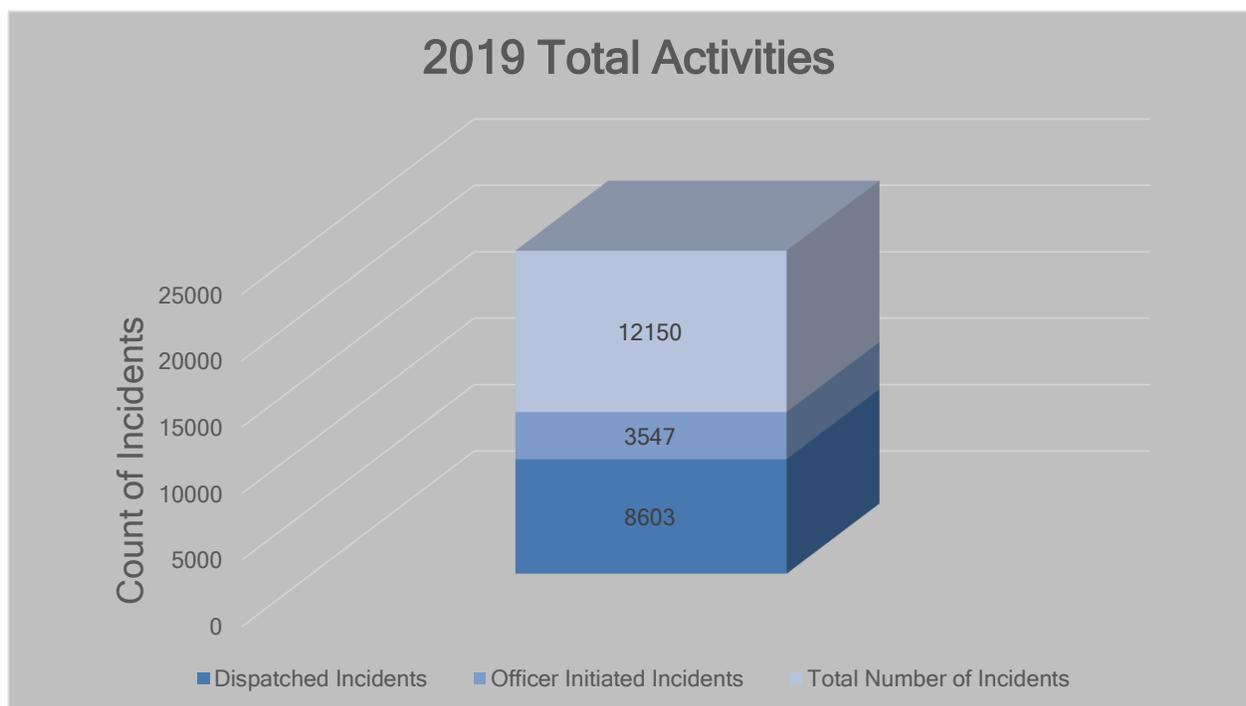
Calls for service are requests from our customers and include two (2) types:

1. Those received on the emergency 9-1-1- line, and
2. Those that come in via the non-emergency dispatch line.

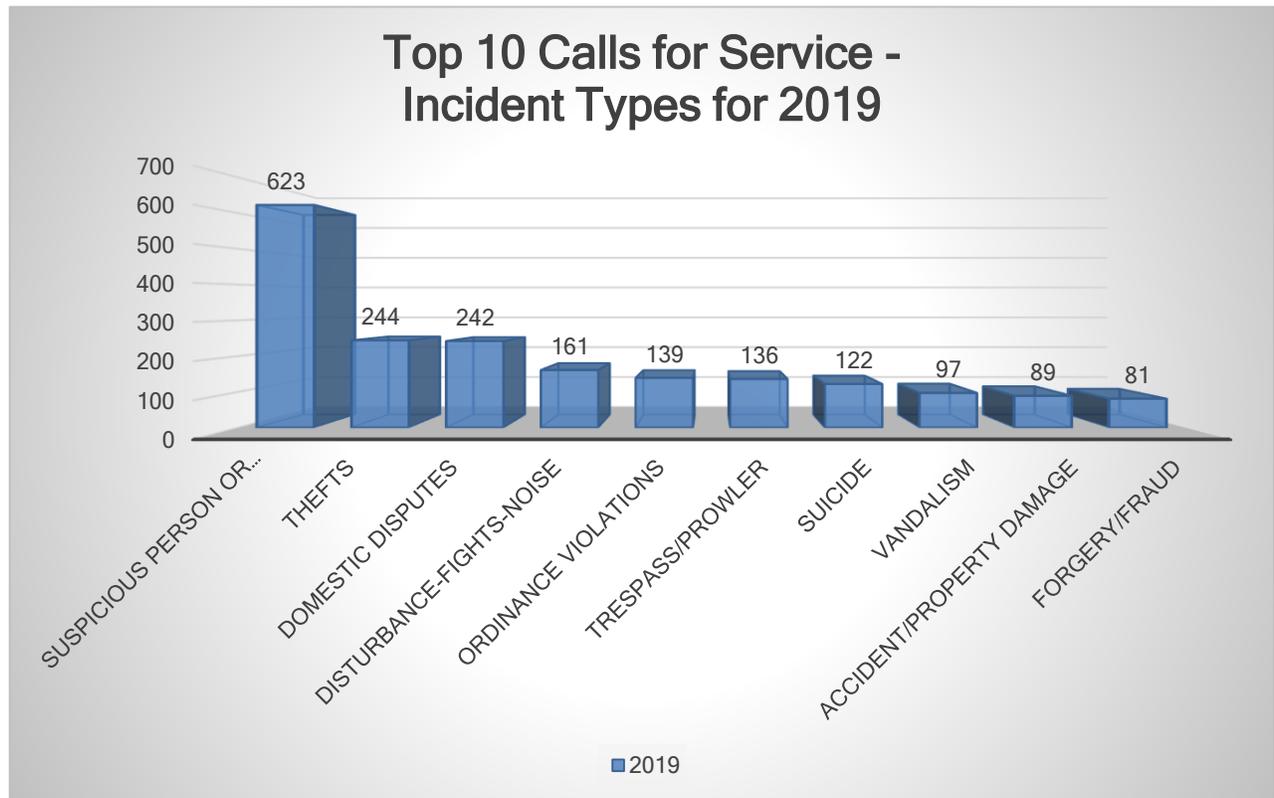
Self-initiated activities mean activities police officers do without being requested, and generally include traffic stops, and community presence efforts like conducting extra patrols, security checks and assisting the public.



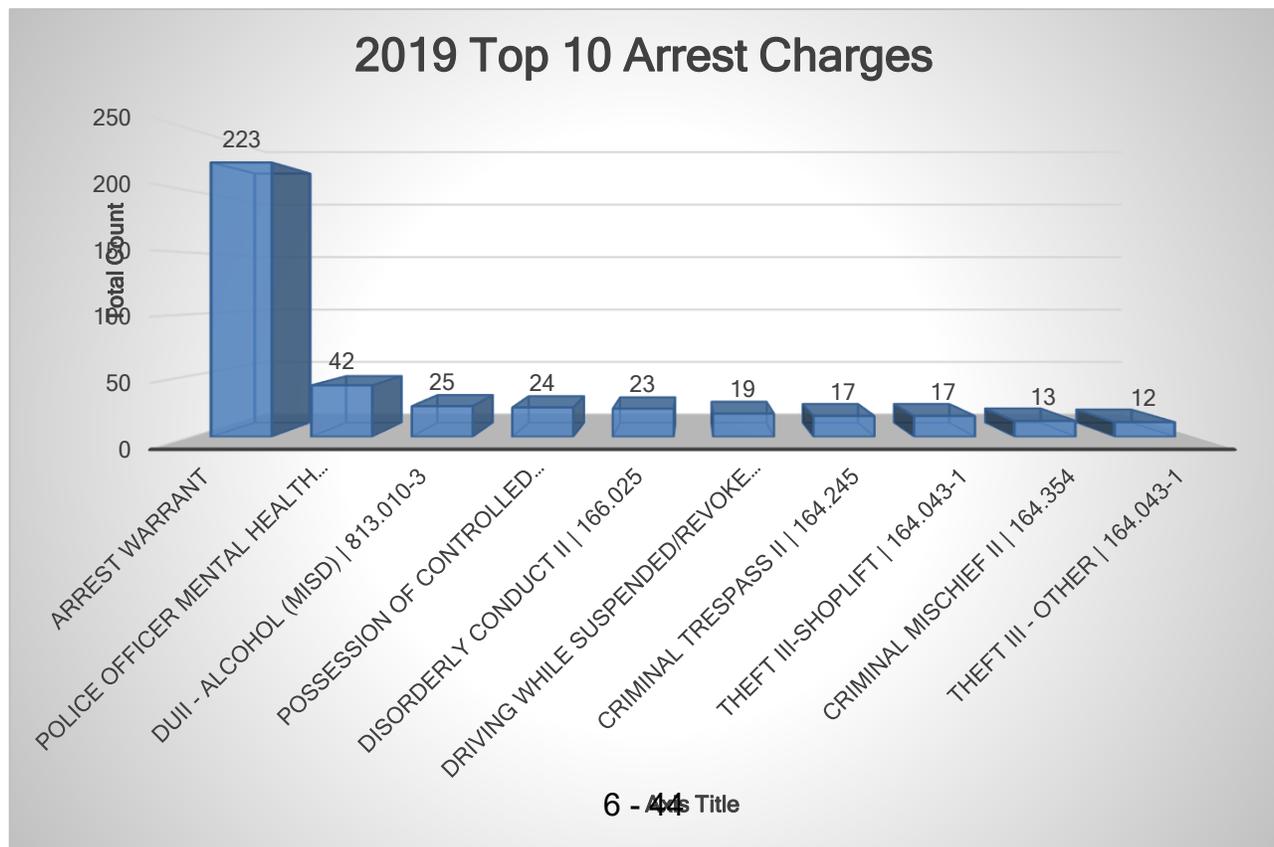
The following graph shows the "Total Activities" recorded by the Police Department over the last year.



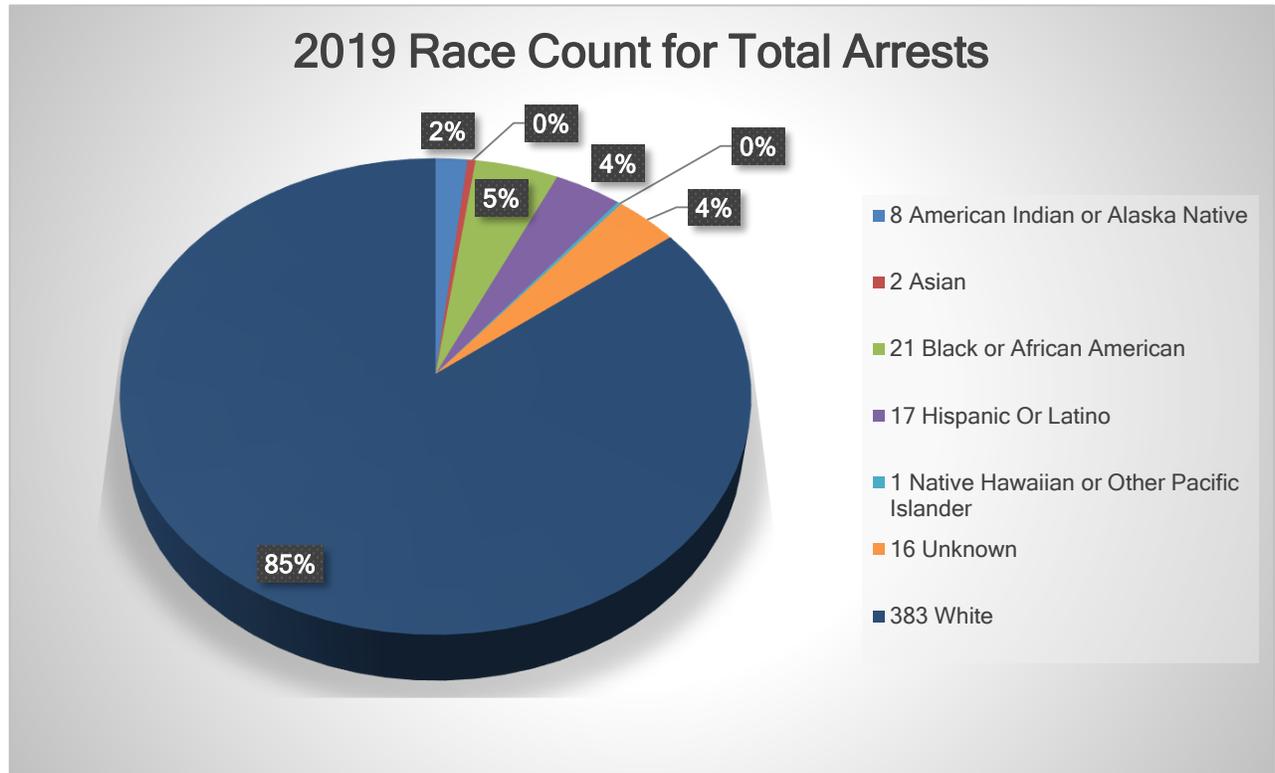
The next graph breaks down *calls for service* and shows the top ten (10) specific types of calls for service (by incident) we received from the community during the last year.



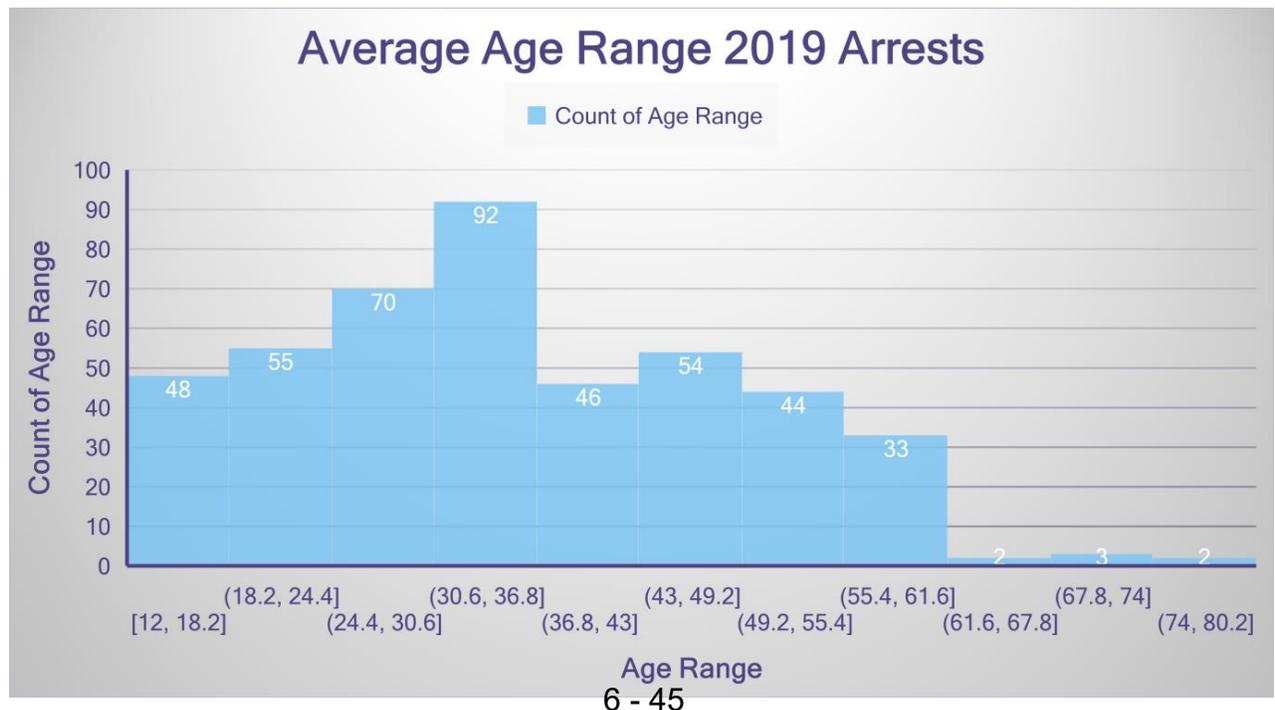
This graph shows the “Top 10 Arrest Charges” recorded by the Police Department from 2019.



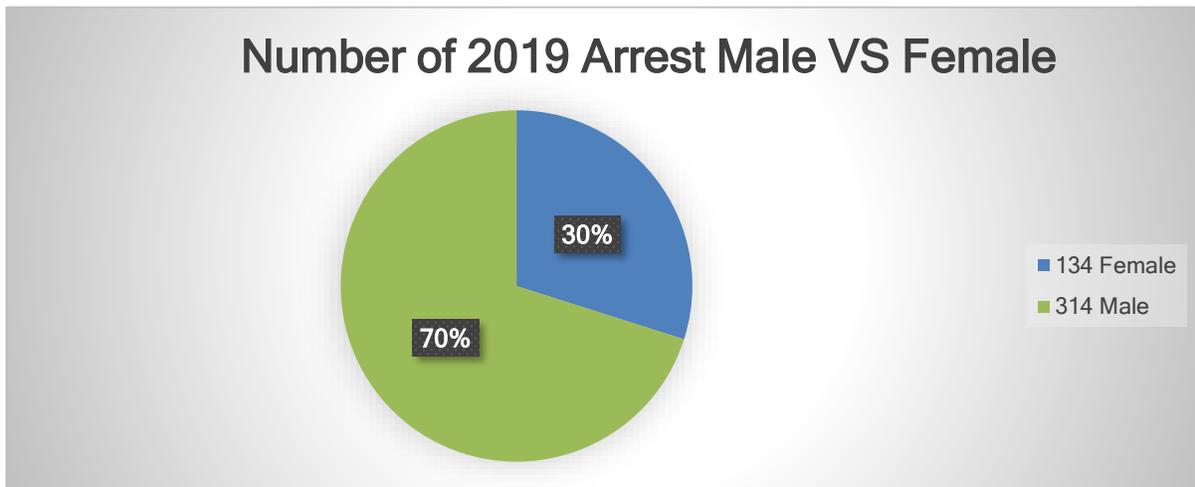
The following chart shows the “Total Race Counts for all 2019 Arrests”. The Police Department uses a Records Management System that captures this data.



This graph shows the “Age Ranges of all arrests for 2019”. The Police Department uses a Records Management System that captures this data. The average age for 2019 arrests was 36 years old.



This last chart shows the “Number of Male Arrests Verses Female Arrests” for 2019.



2019 Force Response Summary

The Gladstone Police Department utilizes a database to capture detailed force related data for analysis and transparency.

During 2019, Gladstone Police Officers responded with force 27 times. Our current practice is for each force response to be documented by each individual officer using force, so you will often see more than one force report stemming from a single incident (especially if more than one type of force was needed or there were multiple officers involved). In 2019, the Gladstone Police Department responded to 12,150 calls for service which represents all police-public interactions including dispatched calls as well as self-initiated stops and investigations. To help put our force response in perspective, our officers had to use force in less than 1% of all calls for service.

There were 19 subjects involved in the force response incidents. Of the 19 subjects involved in reported uses of force, 16 were arrested. The 16 arrested subjects that force was used upon represents 3% of the 532 total number of subjects arrested by the Gladstone Police Department. The force used was reported to be effective in approximately 100% of the occurrences.

Of the 19 subjects exposed to police force, 14 were not injured. Of the subjects injured, 5 report minor injuries, 1 was treated for other medical conditions, and no subjects were seriously injured as a result of police use of force. During the force response incidents, 4 officers were injured, 4 with minor injuries and Zero sustaining a serious injury. There was zero officer involved use of deadly force during 2019 that resulted in the death of the suspect.

Traffic

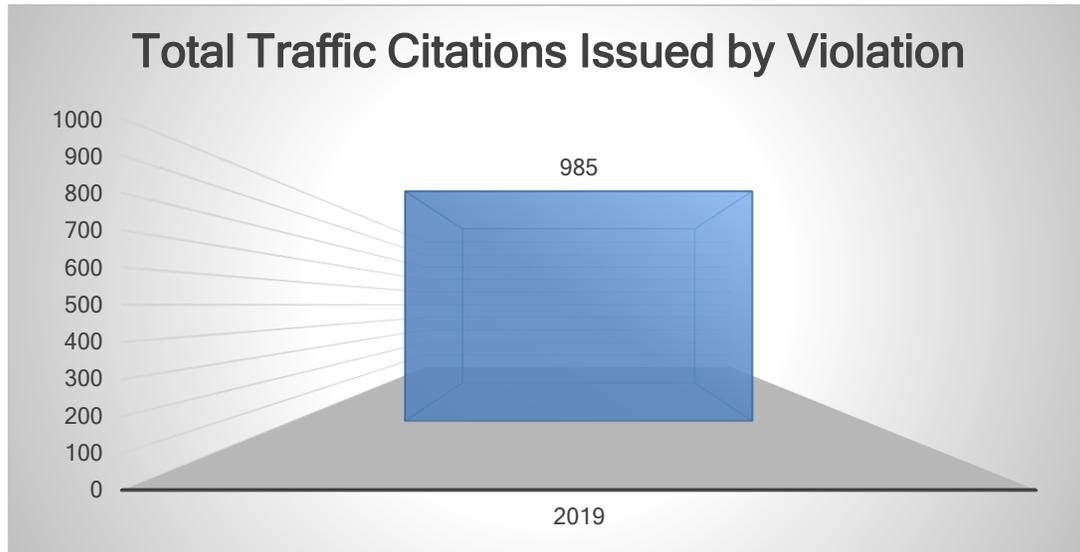


When police officers make traffic stops, they are not only enforcing/educating motorists of the traffic law, they are also controlling and influencing behavior and preventing crime. Traffic stops are perhaps the most visible of all police activities.

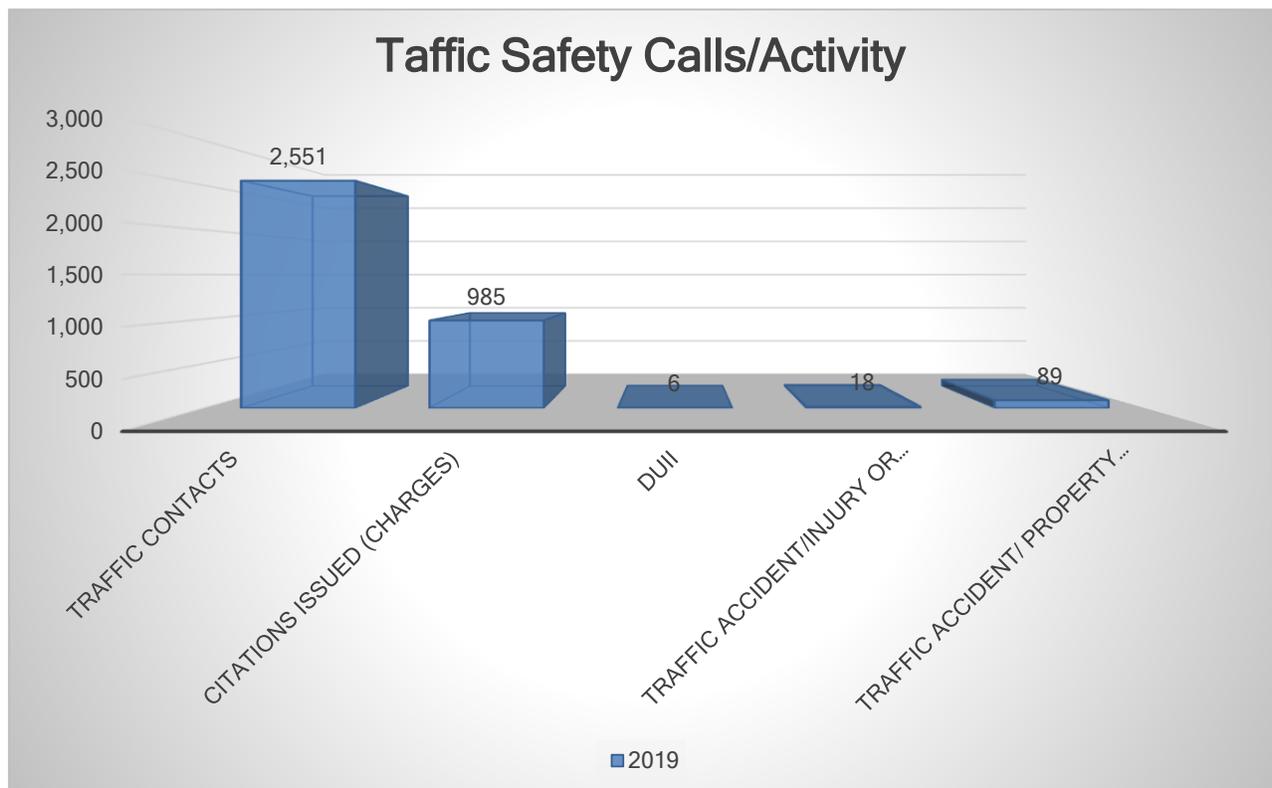
| Traffic Safety Activity | 2019 |
|------------------------------------|------|
| Traffic Accident - Injury or Fatal | 18 |
| Traffic Accident - Property Damage | 89 |
| Hit and Run | 74 |
| Traffic Stops | 2551 |
| Citations Issued (Charges) | 985 |
| DUII | 6 |



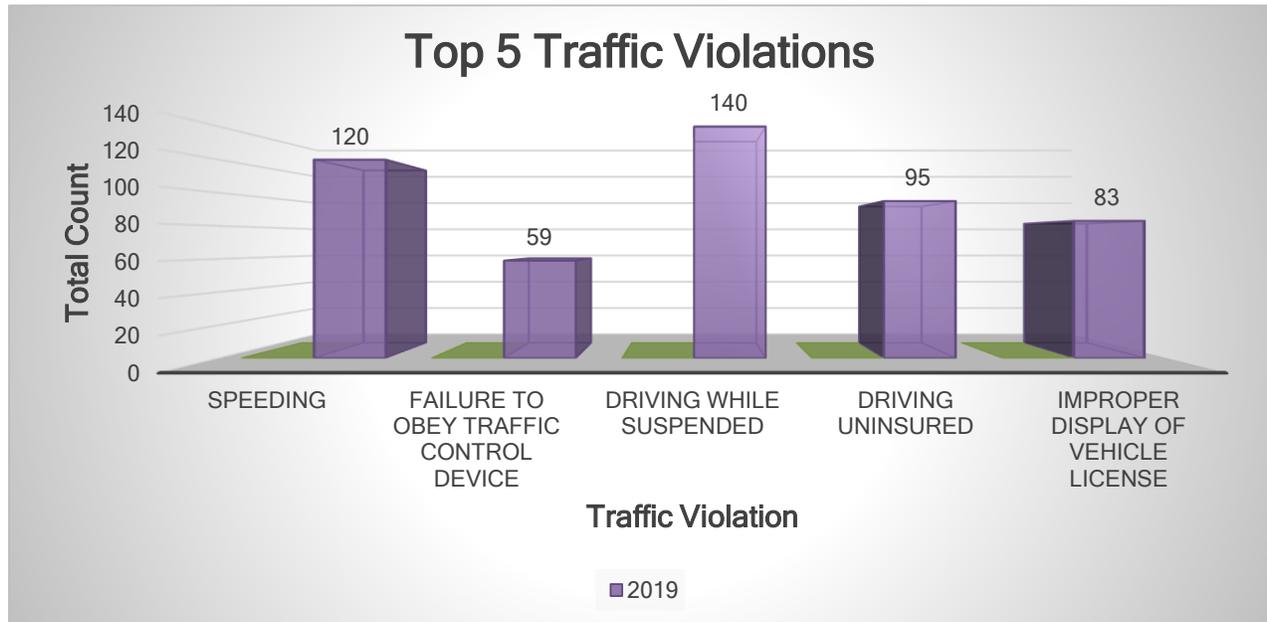
The following graph shows the “Total Traffic Citations Issued by Violation” recorded by the Police Department over the last year.



The following graph shows the “Traffic Safety Calls and Activity”, broken down by the top five (5) specific types of activity, recorded by the Police Department over the last year.



The following graph shows the “Top Five (5) Traffic Violations” recorded by the Police Department over the last year.



THINK BEFORE YOU ACT

SAFETY FIRST



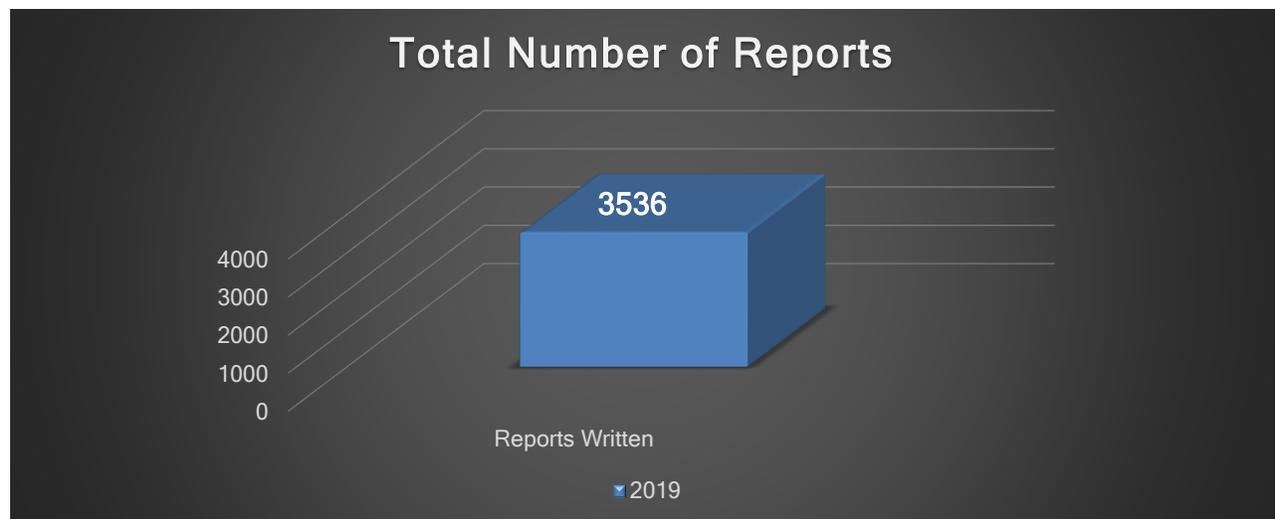
SUPPORT DIVISION

The Support Division is the other operational component of the Police Department and accounts for the records function, investigations unit, school resource officer, property and evidence, professional standards, code compliance, public information, K-9 and training. Often unseen, the support function is critical to any police department and includes many important elements that occur behind the scenes.

Police Records

The records unit is responsible for all the data entry that occurs when a police officer writes a report. Additionally, they provide all customer service at the front counter and on the telephones.

The following chart shows the total number of reports taken over the last year.



Every case number taken by a police officer will include at least one (1) police report. Some more involved incidents may have numerous reports written on a single case number. The data from every report is entered into the Police Department's record management system.

The Records Unit also is responsible for the Alarm Unit. Records issues the Alarm permits, bills for false alarms and educates the public about alarm usage. The following is the total numbers for the alarm program:

| | | |
|--------------------------|-----|-------------|
| Annual Alarm Permit Fee: | 272 | \$ 6,800.00 |
| False Alarm Fees: | 27 | \$ 2,200.00 |
| Late Fees: | 6 | \$ 150.00 |
| Total: | | \$ 9,150.00 |

K-9

Police have utilized dogs in their ranks for over a hundred years. Their roles and functions have changed with the times to evolve with the communities they serve. Police canines have been designed to become more approachable than they have been in the past. This increase in approachability has garnered more support from the public and aided many police departments and their K9 units.

Police K9 Nanuk was deployed 46 times in 2019. Resulting in 8 captures.



Officer Olson and Nanuk attended many community events over the last year. Including 4th of July parade, The Community Festival, Halloween and Shop with a Cop.



Code Compliance

The purpose of Code Compliance is to maintain standards of livability established by the Gladstone City Council and are in line with city goals, such as protecting property values and the environment. Code enforcement involves local enforcement officials in the job of ensuring compliance with policies, codes, rules, regulations, and permits in a proper, timely fashion within the limits of the law.

The below list is a compilation of code enforcement statistics for 2019:

- 113 Abandoned Vehicles
- 29 Animal Complaints
- 257 Follow Up
- 11 Hazards
- 162 Lobby Contacts
- 8 Noise Complaints
- 147 Ordinance Violations
- 154 Parking Complaints
- 471 Phone Contacts
- 68 Police and Fire Assists
- 17 Premise Checks
- 9 Property Calls

220 Portland Ave Before



220 Portland Ave After



1697 Harvard Before



1697 Harvard After



Some of the many abandoned vehicles and trailers that have been tagged and towed



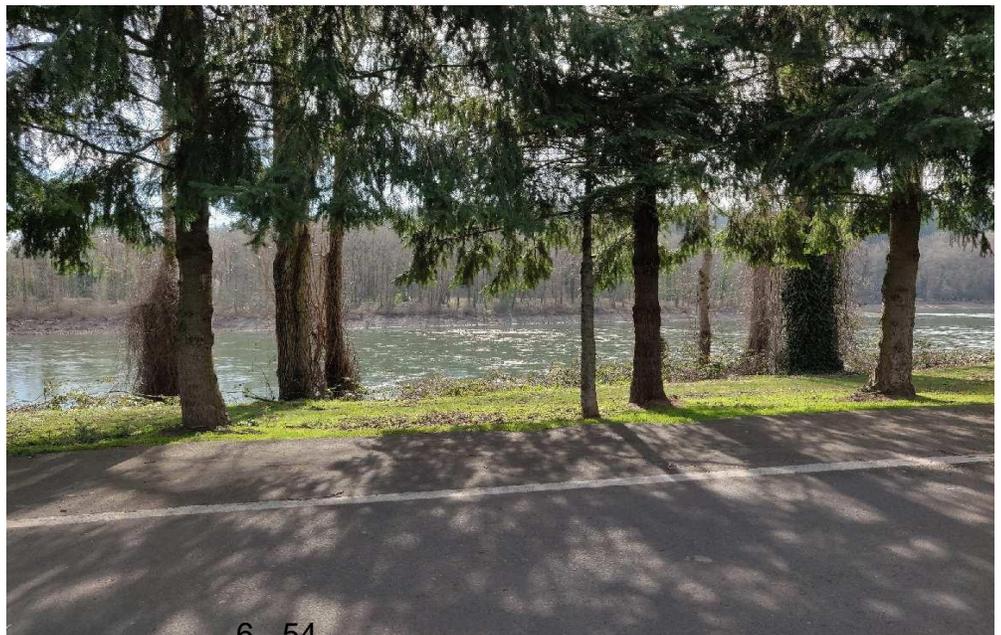
Police Officer Code Enforcement Activity

“Livability issues” within a city can be the most productive way to reduce crime and improve livability for its citizens. Correcting the small problems before they become bigger issues is critical for livability. Today, officers enforce and/or educate citizens by making personal contact and giving face to face service.

Abandoned vehicles can bring with them conditions where crime can escalate and gives the impression that the area is not cared for. Officers tagged numerous vehicles and towed those who did not comply with the Notice of Intent to Tow (To be moved in 72 hours). Many of these vehicles were not only abandoned, but were in violation by parking on the public street and having expired registration, leaking fluids and were filled with car parts and not drivable due to parts or wheels missing. Allowing these vehicles to remain is a danger to our environment and is a blight on the city streets. Our officers included enforcing the code for RV’s and boats parked on the street as well.

Another focus for officers has been park rules and hours. Some of the violations addressed have been dogs off leash, alcohol in the park and being in the park after closing hours. Meldrum Bar Park has the largest call volume of any of our city parks due to its size and its location on two beautiful rivers in our state. Many folks come to see the wildlife, go fishing or just to look at the river. With officers patrolling the parks after closing time, we have reduced negative behavior, vandalism and transient activity.

Our citizens contacted in the park after hours’ have actually thanked the police for patrolling the parks and keeping them safe.



Customer service is a top priority with our officers and it shows every day by the positive interactions with our citizens. In the majority of the code enforcement issues, officers have elected to educate our citizens and save the practice of enforcement for when it is needed. Our officers value the good relationship with our citizens and would rather gain compliance than impose financial hardship on easily fixed code issues.

Patrol Officer Code Enforcement Calls 2019:

- 130 ABV-Abandoned Vehicle
- 33 EXP-Extra Patrol
- 143 ORD-Ordinance Violation
- 311 PRK-Parking Complaint
- 375 PRM-Premise Check
- 992 Total



School Resource Officer



The School Resource Program (SRO) is a valuable partnership between the Gladstone School District and the Gladstone Police Department. Officer Graves is currently in this assignment. He deals with a wide range of issues, such as attendance, assaults, child abuse, thefts and gangs. He also conducts interventions, gives presentations to faculty and students, and meets with parents about issues. Officer Graves contributes to the community in numerous ways.

The SRO concentrates on the schools and is an "on-site" officer. This allows a regular patrol officer to focus on the rest of the city. The SRO investigates incidents which occur on the properties of all schools within Gladstone city limits (Kraxberger Middle School, John Wetten Elementary School, Gladstone High School), as well as the Administrative offices for the district.



The Gladstone Police Department values a strong working relationship with the Gladstone School District. We believe that in order to have a healthy safe community, we must work together to ensure the safety and security of our children. Because of this the police department has developed and will continue to nurture a strong working relationship with the school district. Our beliefs are the same, our kids are our future!

Investigations

The detectives' unit play an intricate role in the police department. They often collect information to solve crimes by talking to witnesses and informants, collecting physical evidence, or searching records in databases. This help leads them to arrest criminals and enable them to be convicted in court-

Here are some of the highlights of 2019:

Febraury: Suspect pled guilty to Assault charges. Sentenced to 70 months in prison.

May: Suspect found guilty of Attempted Murder, Assault Unlawful Use of Weapon, Menacing, Assaulting a Police Officer, and Resisting Arrest. Sentenced to State Hospital, followed by 48 months in prison.

July: Suspect pled No Contest to Rape, Sodomy, Unlawful Penetration, and Sex Abuse. Waiting sentencing. Expect a life sentence due to third strike law.

Suspect found guilty of Rape and Sodomy. Sentenced to 100 months in prison.

August: Suspect arrested for Rape and Sodomy. Awaiting Grand Jury.

September: Suspect taken into custody by US Marshalls. Pled guilty to Attempted Assault and Strangulation. Sentenced 40 months in prison.

October: Suspect found guilty for Rape, Sodomy, and Sex Abuse. Sentenced to 50 years in prison.

November: Detective Fich selected as co-lead in the Wilsonville Homicide case.

December: Suspect arrested for seven area armed robberies. Open investigation.



Training

The Mission of the Gladstone Police Department is to partner with the community to provide exceptional law enforcement services while promoting quality of life for all citizens. We strive to be a leader in law enforcement by providing continuous and innovative service for all. In order to achieve these goals, we give our officers countless hours of training to enhance our ability to provide excellent customer service.

In 2019 our officers attended over 2500 hours of training. The training included both in service training and outside training put on by other agencies and instructors. Training that officers received included:

- First Aid/CPR
- Handgun/Rifle qualification/training
- Lexipol Daily Training Bulletins (DTBs)
- Ethics
- Crisis Intervention
- Fentanyl safety
- Defensive Tactics/Use of Force
- Tru Narc drug detection
- LEDS recertification
- 40mm/Taser Training



We currently have two officers assigned to the regional Special Weapons and Tactics team (SWAT) and the Hostage Negotiation Team (HNT) We also have one officer is assigned as the department's K9 team.

SWAT- 96 hours of yearly training

HNT- 43 hours of yearly training

K9 - 96 hours of yearly training



Chaplain Program

What does a chaplain do? This is a question I often hear from friends, family, community members and even law enforcement and fire personnel. I hope the following provides a little insight into who we are and how we serve the Gladstone Police Department.

As chaplains, Brian Early and I, desire to be more than a member of a religious organization or church, our goal is to become an integral member of the department we serve. Yes, it is true, we offer spiritual encouragement and counsel as requested, however our first goal is to be a trusted member of the department and a confidential resource for peer support. We strive to accomplish this the same way any professional would; we train.



Brian and I both attended the Oregon Chaplains Academy at DPSST, we have completed certification with the International Conference of Police Chaplains, certification by the International Critical Incident Stress Foundation in Group & Individual CISM courses and many other certifications or training courses. We also participate in annual trainings and refresher courses to keep our skills sharp. In addition to training, we are also members of Public Safety Chaplain (PSC), an Oregon based organization that serves on the steering committee for the Oregon Chaplains Academy. Our membership with PSC helps insure professional and standardized training, as well as accountability to maintain a high level of proficiency in the stressful and ever-changing first responder community. We are also training to serve as members of the department's Peer Support team and helping in its formation.



While training is critically important, it is time that makes a difference; time spent building a relationship of trust just like you do with each other. It does not matter how much we know unless we are willing to show up and help when and where it matters. Which is why, I hope you see us during shift briefings, department meetings, ride-alongs with officers, helping at department and community events and being available to assist with calls as needed. It is our hope that when we are riding along with an officer or responding to a call out, that we help shoulder some of the burden you carry daily.

How can you use us? We can assist with death notifications, death investigations, domestic violence situations, injury or fatality accidents, suicide, welfare checks, or any potentially stressful incident or situation you or community members encounter. We are also available for personal/family challenges and can meet one-on-one for any reason as part of your peer support program.

Like you, we counted the cost when we signed up to serve you and the community...put us to work.

Your Chaplains,
Kevin Smith & Brian Early



ADMINISTRATIVE DIVISION

The administration Division is led by the Chief of Police and provides the overall leadership, direction and guidance for the Police Department. The primary responsibilities of the Chief include budget development and management, department accountability, policy development and adherence, community and city involvement, state and regional involvement and labor relations.

Since the Chief of Police was hired in May 2019, he has identified key focus areas for the Gladstone Police Department to address in 2020.

The Gladstone Police Department continues to move forward in recognizing and identifying areas of where we can increase our efficiencies. The areas identified include and will be flushed out deeper at the conclusion of the development of our Strategic Plan. The areas include but may not be limited to:

- Traffic Safety
- School Safety
- Marketing and Branding the Police Department (In conjunction with the overall city plan)
- Training
- Retention and Succession
- Community Engagement
- Family Violence
- Code Enforcement
- CIT-Crisis Intervention



Community Engagement Halloween 2019



Chief Schmerber pressing apples Halloween 2019



Shop with a Cop 2019



Shop with a Cop 2019



Thanksgiving at the Police Department



Sergeant Bell and Officer Graves serving it up



**Job well done
Tony Fich**



Nanuk



**Lee Gilliam
accepting the
Life Saving Award**



GLADSTONE POLICE DEPARTMENT

535 Portland Ave. | Gladstone, OR 97027

503-557-2798

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

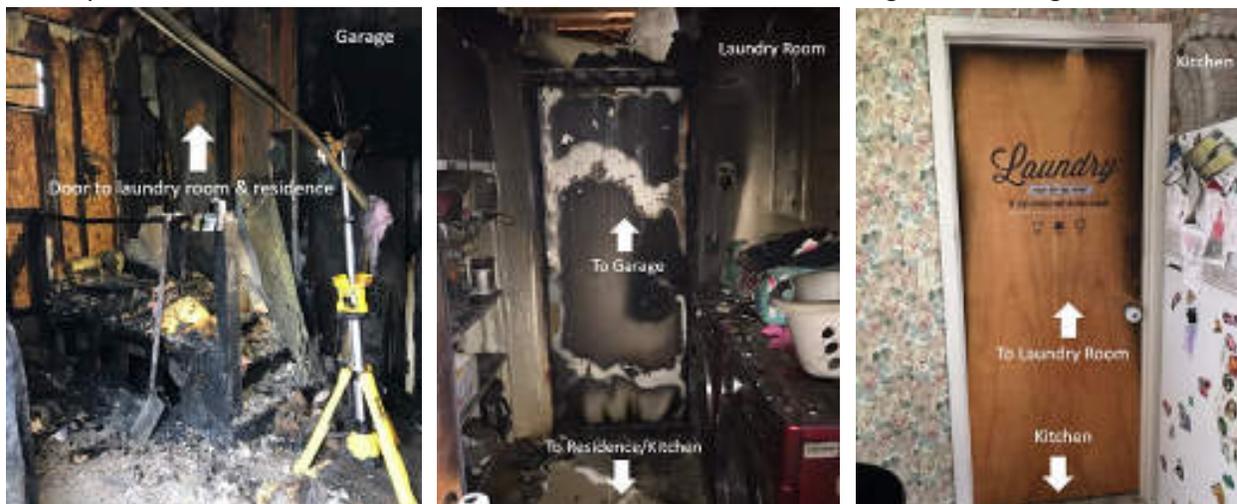


Gladstone Fire Department Monthly Report: February 2020

Report Date: March 3, 2020
To: City Administrator Jacque Betz
Cc: City Council
From: Fire Chief Rick Huffman

Gladstone Firefighters were dispatched on 132 emergency responses in February (as reported by the C-Com 911 dispatch center). Of these 911 calls, we responded to a significant structure fire within our community that illustrates some key points on how closed doors can save your life and protect your property.

At this fire a resident heard noises from the garage and when he opened the door to investigate, he was met with flames and billowing smoke. As he retreated into the house to get his daughter to safety, he closed the door leading to the garage from the laundry room and the door between the laundry room and the house. These actions illustrate the value of closing doors during a fire.



Closing a door limits the spread of toxic smoke and provides a limited fire barrier. Although a fire will eventually burn through a door, when closed it will provide valuable escape time or protection and will help contain the fire until the fire department arrives. In this particular fire, the closed doors allowed for the safe escape of the residents and contained the fire to the garage, limiting damage to the rest of the house. Remember, close your doors when you sleep, when you are escaping or when you are sheltering in place!

This fire also is an example of “Effective Response Force (ERF)” and is described in the 2017 Gladstone Community Risk Assessment: Standards of Cover document in the “All Risk Critical Resource Tasking” section (page 85). This fire is categorized as a moderate risk structure fire with 15 fire response personnel required for the initial response. We had two personnel working that day on the Fire Engine and they arrived with myself as Incident Commander to begin initial operations. Chief Funk was also with me and our logistics Chief also was close by and helped with initial operations. The remaining 10 personnel responded from Clackamas County Fire. We

supplemented our staffing with 3 additional personnel after the initial actions were complete. This is a high risk staffing model within Gladstone and I am looking at options to improve this as soon as possible. We will always rely on Clackamas Fire to provide additional resources, but our initial response should be three personnel on the Fire Engine 24/7.

I will be attending the National Fire Academy in Maryland this month (fully funded by FEMA and the United States Fire Administration) to work with Fire Department leaders from around the nation on implementing “Standards of Cover”. This will be a good experience to see how other communities are dealing with the need for modern emergency services and the challenges of staffing.

Also, as your Emergency Manager, I am working closely with the City Administrator, Police Chief and Department heads on the impact of the COVID-19 pandemic impacts to Gladstone. The Oregon Health Authority and Clackamas County Emergency Management are providing up to date information and guidelines on how to prevent infection. As a point of reference, these procedures (hand washing, etc.) have been the standard procedures by EMT’s and Paramedics every day when they provide emergency care and are proven practices.

Rick Huffman, Fire Chief
City of Gladstone

The following are reports from your Fire Department Command Staff:

Michael Funk
Assistant Chief/Fire Marshal

Fire Investigations-

- Investigated R-fire on W Hereford. Most probable cause determined to be accidental. Nearby combustibles were ignited by hot lamp bulb. Lamp was most likely knocked over by cat in the garage. Fire origin was determined by witness interviews and sifting through area of greatest burn. The structural loss is estimated to be near \$110,000. Reviewed the fire report and added fire investigation info. The insurance investigator agreed with the FD most probable cause and origin.

Business Inspections and development proposal reviews-

- Yearly inspection of YMCA childcare facility.

Education events –

- Taught fire safety to children at Sherwood Forest Preschool with duty crew assistance.

Training events-

- Attend EMS drill – on Elder abuse, and charting review.

School district- Nothing this month

Meetings-

- Attend Command staff training: Policy updates, review C-COM meeting, office update.

Miscellaneous:

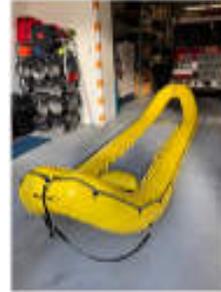
- Coordinate yearly fire extinguisher service.

Kirk Stempel, Shift Captain

SPECIAL OPERATIONS | TECH RESCUE

The month of February was spent on rope rescue and water rescue. Crews trained on our new quick deploy 3:1 system along with some high angle basket tendering. The 3:1 system will allow responders to have a quick initial action response to areas that may be too steep for them to safely access.

Gladstone Fire also received its new Rapid Deployment Craft (RDC). With this, we will be not only be able to perform rescues, but we will also have a solid work platform on water rescues.



OTHER ITEMS OF INTEREST

For 3 days in February, I had the opportunity to attend a FEMA Public Information Officer (PIO) class that was held in Hillsboro. In this class, we focused on doing interviews and holding a press conference. Other items included press releases, the do's and don'ts of the media world, and setting up a Joint Information Center.



B Shift also had the opportunity to assist the Fire Marshal at the Sherwood Forest Preschool with showing the children all about fire safety. It is always exciting to spend time with our local children and to be able to teach them a skill that they might use one day.

SIGNIFICANT CALLS

On February 7th, Gladstone Fire responded, along with Clackamas Fire, to a residential fire in mid town Oregon City. On arrival, we were quickly put into the roll of fire attack where we did suppression with another Clackamas unit. The crews aggressively fought fire and within 30 minutes, fire was brought under control.



Richard Newton, Shift Captain

For the month of February 2020 Gladstone Fire Department (GFD) ran on 128 calls. Of those calls C-shift ran on 42 of them. Also during the month there was some focus on driver training and aerial work. We also did some hose stretches to improve our skill set.



Projects:

Pre-incident plans:

The Pre-fire plan project has been going good. By the end of March, we should be done with all the car dealerships. We will then finish up very thing else on Mcloughlin Blvd. The project will then move over to 82nd Dr. and we will start at the north end. There are some of you that need firefighter two check offs. I have put on the google calendar the dates and time that we will be doing Pre-fire plans.

Operation:

We have had a few mishaps with regulators lately with them getting crushed in the door. Please be careful and if the engine is running a three person or four-person crew hook the regulator up to your mask please.

We're looking to add additional stabilization equipment to engine 391 and the new engine along with the squad.

On March 16th, 2020 four members of GFD will be going back to Appleton Wisconsin for pre-construction of the new engine.

Call:

On February 16, 2020 GFD was request by Gladstone Police Department (GPD) to assist in a cat rescue. On GFD's arrival we were informed by GPD that a cat had gotten wedged between two blocks and was stuck (I mean stuck). With the assistance from public works we were able to free the cat. I can report that the cat ran off and was very grateful.



###



City of Gladstone Monthly Report | February 2020

PUBLIC CONTACTS/PLANNING ACTIONS

| CUSTOMER CONTACT/ Planning Actions | January | February | YEAR TOTALS |
|---------------------------------------|---------|----------|-------------|
| Customer Service Counter Contacts | 5 | 10 | 15 |
| Customer phone/email Contacts | 43 | 66 | 109 |
| Building Permits with Land Use Review | 5 | 4 | 5 |
| Pre-application Conferences | 1 | | 1 |
| Administrative Decisions | 2 | 1 | 3 |

PLANNING COMMISSION ACTIONS/DECISIONS

- Public Hearing on proposed code amendments – made a recommendation to City Council.

CITY COUNCIL LAND USE ACTIONS/DECISIONS

- None

PRE-APPLICATION CONFERENCES

- None

ADMINISTRATIVE PERMITS

- Z-0097 – 20- D Gladstone Civic Center signs

BUILDING PERMITS WITH LAND USE REVIEW

| FEBRUARY | | | |
|-----------------|---------------------------|--------------------------|--|
| Date | Address | Building Permit # | Description |
| 02/11/2020 | 18505 Portland Ave | B0015820 | Carport cover |
| 02/26/2020 | 285 W. Ipswich Street | B0094820 | Patio Cover |
| 02/26/2020 | 175 W. Berkeley Street | B0095020 | Replace rafters and install bathrooms |
| 02/26/2020 | 75 82 nd Drive | B0094220 | Commercial Tenant Improvement- balcony removal |
| 02/27/2020 | 17770 Webster Rd | B0097520 | Commercial Tenant Improvement - reroof |

FUTURE ITEMS/PROPERTY UPDATES

| Location | Topic |
|--------------------|--|
| City Wide | Proposed code amendments related to Accessory Dwelling Units. Public hearing with City Council scheduled for March 10, 2020. |
| 810 E. Arlington | Renovation of Gas Station, Public Hearing March 17, 2020. |
| 18000 Webster Road | Repair to enable the existing building to house adults over 55 who make less than 30% area median income. Public Hearing March 17, 2020. |

GLADSTONE MUNICIPAL COURT FEBRUARY 2020

General Court Information for February 2020

- 77 violation filed
- 54 violations closed
- 8 misdemeanors filed
- 4 misdemeanors closed
- 65 cases were placed on a payment plan
- 18 warrants were issued
- 8 overdue payment letters were mailed
- 46 driver's licenses were requested suspended
- 26 cases were sent to collections
- 10 cases sent to Department of Revenue
- 0 Jury trial was held
- \$12,164.00 in violation fees assessed
- \$13,100.56 in violation fees paid
- \$1,752.43 in misdemeanor fees assessed
- \$4,835.81 in misdemeanor fees paid
- \$19,567.15 was collected by Oregon Department of Revenue

| | Traffic Issued 2018 | Traffic Issued 2019 | Traffic Issued 2020 | Traffic Disp 2018 | Traffic Disp 2019 | Traffic Disp 2020 | Misd. Issued 2018 | Misd. Issued 2019 | Misd. Issued 2020 | Misd. Disp. 2018 | Misd. Disp. 2019 | Misd. Disp. 2020 | Parking 2018 | Parking 2019 | Parking 2020 |
|-----|---------------------|---------------------|---------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|------------------|------------------|------------------|--------------|--------------|--------------|
| Jan | 116 | 122 | 66 | 187 | 174 | 63 | 31 | 19 | 14 | 34 | 17 | 10 | 10 | 4 | 4 |
| Feb | 255 | 151 | 74 | 206 | 133 | 52 | 19 | 17 | 8 | 14 | 9 | 3 | 5 | 2 | 1 |
| Mar | 218 | 78 | | 178 | 95 | | 8 | 17 | | 14 | 17 | | 11 | 5 | |
| Apr | 227 | 66 | | 113 | 71 | | 14 | 20 | | 3 | 6 | | 3 | 6 | |
| May | 174 | 58 | | 30 | 37 | | 8 | 19 | | 11 | 13 | | 6 | 2 | |
| Jun | 133 | 64 | | 184 | 35 | | 23 | 18 | | 14 | 2 | | 2 | 1 | |
| Jul | 168 | 103 | | 93 | 76 | | 17 | 16 | | 6 | 10 | | 14 | 7 | |
| Aug | 88 | 63 | | 156 | 52 | | 15 | 19 | | 5 | 13 | | 6 | 8 | |
| Sep | 170 | 69 | | 44 | 60 | | 17 | 11 | | 8 | 16 | | 4 | 3 | |
| Oct | 109 | 101 | | 57 | 44 | | 11 | 11 | | 3 | 15 | | 4 | 9 | |
| Nov | 55 | 50 | | 90 | 72 | | 14 | 17 | | 8 | 13 | | 4 | 7 | |
| Dec | 176 | 44 | | 57 | 23 | | 32 | 1 | | 2 | 8 | | 2 | 5 | |

GLADSTONE MUNICIPAL COURT FEBRUARY 2020

| | Viol. Fee assessed | Viol. Fees Paid | Misd. Fine Assessed | Misd. Fees Paid |
|------------|--------------------|-----------------|---------------------|-----------------|
| Jan. 2018 | \$ 82,695.26 | \$ 31,475.75 | \$ 41,340.50 | \$ 11,583.12 |
| Jan. 2019 | \$ 62,173.00 | \$ 28,973.67 | \$ 16,748.50 | \$ 10,315.17 |
| Jan. 2020 | \$ 15,262.31 | \$ 12,033.23 | \$ 8,068.00 | \$ 9,339.58 |
| Feb. 2018 | \$ 84,425.75 | \$ 28,879.41 | \$ 20,820.00 | \$ 10,649.57 |
| Feb. 2019 | \$ 33,666.05 | \$ 24,608.32 | \$ 10,875.25 | \$ 9,955.57 |
| Feb. 2020 | \$ 12,164.00 | \$ 13,100.56 | \$ 1,752.43 | \$ 4,835.81 |
| Mar. 2018 | \$ 36,815.08 | \$ 42,146.18 | \$ 14,588.00 | \$ 9,977.53 |
| Mar. 2019 | \$ 22,064.00 | \$ 20,162.83 | \$ 28,158.17 | \$ 9,856.19 |
| Mar. 2020 | | | | |
| Apr. 2018 | \$ 44,254.00 | \$ 39,299.22 | \$ 10,547.00 | \$ 8,528.31 |
| Apr. 2019 | \$ 16,306.00 | \$ 30,546.05 | \$ 7,019.95 | \$ 8,667.79 |
| Apr. 2020 | | | | |
| May. 2018 | \$ 38,926.00 | \$ 34,218.09 | \$ 11,427.50 | \$ 13,873.70 |
| May. 2019 | \$ 32,791.91 | \$ 19,997.76 | \$ 6,620.32 | \$ 7,002.92 |
| May. 2020 | | | | |
| Jun. 2018 | \$ 50,968.00 | \$ 38,467.85 | \$ 13,796.00 | \$ 12,249.84 |
| Jun. 2019 | \$ 18,497.75 | \$ 18,540.84 | \$ 5,178.05 | \$ 12,325.76 |
| Jun. 2020 | | | | |
| Jul. 2018 | \$ 33,509.79 | \$ 27,625.22 | \$ 3,172.00 | \$ 12,793.70 |
| Jul. 2019 | \$ 18,739.12 | \$ 19,663.75 | \$ 11,949.16 | \$ 6,553.99 |
| Jul. 2020 | | | | |
| Aug. 2018 | \$ 45,548.00 | \$ 33,676.39 | \$ 11,334.67 | \$ 14,979.08 |
| Aug. 2019 | \$ 10,945.79 | \$ 14,700.39 | \$ 8,637.73 | \$ 5,527.01 |
| Aug. 2020 | | | | |
| Sept. 2018 | \$ 20,374.00 | \$ 26,286.79 | \$ 4,206.75 | \$ 10,884.78 |
| Sept. 2019 | \$ 14,670.00 | \$ 14,280.38 | \$ 11,491.97 | \$ 10,621.29 |
| Sept. 2020 | | | | |
| Oct. 2018 | \$ 31,177.00 | \$ 26,884.79 | \$ 3,424.00 | \$ 13,550.47 |
| Oct. 2019 | \$ 13,528.00 | \$ 19,153.57 | \$ 9,066.34 | \$ 7,588.17 |
| Oct. 2020 | | | | |
| Nov. 2018 | \$ 36,566.53 | \$ 24,234.34 | \$ 4,728.25 | \$ 14,619.54 |
| Nov. 2019 | \$ 23,328.00 | \$ 13,156.70 | \$ 9,739.00 | \$ 7,506.15 |
| Nov. 2020 | | | | |
| Dec. 2018 | \$ 21,961.50 | \$ 20,534.13 | \$ 446.00 | \$ 4,765.81 |
| Dec. 2019 | \$ 5,495.00 | \$ 23,002.35 | \$ 5,908.47 | \$ 4,987.86 |
| Dec. 2020 | | | | |

City of Gladstone Staff Report

Report Date : March 3, 2020
Meeting Date : March 10, 2020
To : City Council
From : Jacque M. Betz, City Administrator

AGENDA ITEM:

Consider approval of an updated Intergovernmental Agreement (IGA) between Clackamas County and the City of Gladstone Related to Planning Services.

Proposal:

The City of Gladstone currently contracts for planning services and the IGA has not been revisited since 2001. Key elements of the IGA are as follows:

- The County will continue to administer land use regulations and process land use permit applications.
- This Agreement shall be effective upon execution and shall automatically renew each calendar year on March 31st for successive one-year terms. Either Party may elect not to renew the Agreement by providing written notice to the other at least 30 calendar days prior to the effective date of the next renewal.
- The County will continue to collect all fees from applications filed and permits issued under this Agreement and revenue shall be distributed pursuant to Section 4.
- The County may provide other community planning-related services on an as needed basis as mutually agreed upon by both the City and County pursuant to Section C.
- An updated fee schedule is attached the IGA as Exhibit A.

Options:

- The City could choose not to approve the updated IGA with Clackamas County and pursue planning service alternatives.

Cost Impact:

The City has funds allocated in the 2019-21 Budget for administration of land use regulations and processing land use permit applications.

Note: The City does not have funds allocated for “other community planning-related services on an on needed basis”, nor does the County currently have the staff capacity.

Recommended Staff Action:

At the January 25, 2020 City Council Retreat staff discussed our desire to assess land use fees and transitioning of acceptance of fees for planning and building services back to the City once the City has moved into the new Gladstone Civic Center. Staff will also identify the most effective means to provide land use planning services and economic development, (i.e. continue with current IGA with Clackamas County, share a staff person from another local jurisdiction, contract with a planner from a private firm).

Until that time, staff recommends that we continue contracting for planning services with the County by making the following motion:

"I make motion to approve the Intergovernmental Agreement between Clackamas County and the City of Gladstone related to planning services".

Department Head Date:
Signature:

 3-4-2020
City Administrator Date:
Signature:

INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY AND THE CITY OF GLADSTONE RELATED TO PLANNING SERVICES

THIS AGREEMENT (this "Agreement") is entered into between Clackamas County ("COUNTY"), a corporate body politic, by and through its Department of Transportation and Development, and the City of Gladstone ("CITY"), a municipal corporation, collectively referred to as the "Parties" and each a "Party."

RECITALS

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, the City desires a contractual relationship with the County whereby the County will be responsible for providing certain land use planning services on behalf of the City;

WHEREAS, the City wishes to have the County provide services the City would be otherwise obligated to provide for administering land use regulations and processing land use permit applications; and

WHEREAS, the City and the County desire to provide excellent public service to their citizens and accomplish this goal in the most effective and efficient manner; and

WHEREAS, the County agrees to provide the above-described services and the City agrees to pay for the provision of these services under the conditions set forth in this Agreement and in consideration of the fees set out below.

AGREEMENT

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

1. **Initial Term and Renewal.** This Agreement shall be effective upon execution and shall automatically renew each calendar year on March 31 for successive one-year terms. Either Party may elect not to renew the Agreement by providing written notice to the other at least 30 calendar days prior to the effective date of the next renewal.
2. **Scope of Services.** Nothing in this Agreement shall be construed as an assumption of other City programs not specifically listed in this Agreement, including, but not limited to code enforcement.
3. **Revenue Collection by the County.** The County will collect all fees from applications filed and permits issued under this Agreement, including but not limited to land use application permits. Permit revenue shall be distributed pursuant to Section 4.

4. **Rights and Obligations of the County.**

- A. The County hereby agrees to administer land use regulations and shall process land use applications pursuant to the City's applicable comprehensive plan, zoning, partitioning and subdivision provisions. Specific services may include:
- i. Receiving all land use applications and accompanying fees, and providing the city administrator, or designee, with a monthly report of all applications;
 - ii. Reviewing land use applications for completeness and notifying applicants and the city administrator, or designee, accordingly;
 - iii. Conducting all pre-application meetings and responding to substantive inquiries regarding specific development proposals, and providing the city administrator, or designee, notice of such meetings and copies of minutes, if any, from such meetings;
 - iv. Notifying the public as required by state and applicable local provisions;
 - v. Issuing appropriate notices to state and regional agencies, including the Department of Land Conservation and Development and Metro, as required by state and local laws, and providing copies of the same to the city administrator, or designee;
 - vi. Circulating and compiling requests for comments from City departments;
 - vii. Preparing staff reports for land use applications subject to Planning Commission review and providing copies of the same to the city administrator, or designee;
 - viii. Issuing final written decisions on quasi-judicial and administrative applications as provided in the City's applicable comprehensive plan, zoning, partitioning and subdivision provisions;
 - ix. Creating and maintaining land use application files until transferred to the City;
 - x. Preparing presentations for Planning Commission and City Council meetings;
 - xi. Attending meetings of the City Council, Planning Commission, Citizen Advisory Committees and other public agencies or civic groups as required for purposes of administering land use regulations and processing land use permit applications;
 - xii. Reviewing applications for building permits and certificates of occupancy for land use compliance;
 - xiii. Performing public services tasks such as responding to land use and other planning inquiries, dispersing related informational handouts and materials, and evaluating and approving land use compatibility statements;
 - xiv. Performing other related tasks specifically requested by the City and agreed to in writing by the County.
- B. The County may provide long-range planning services as mutually agreed upon by both the City and the County.

- i. Services covered under this section may include, but are not limited to, legislative amendments to the City's comprehensive plan, zoning, partitioning and subdivision provisions.
 - ii. Services covered under this section, including the financing or budgeting of these services, will be considered by the County on a case-by-case basis upon written request by the City.
 - iii. Upon receipt of a written request from the City to perform services covered under this section, the County shall advise the City within fourteen (14) days of its decision to accept or decline the request.
 - iv. If the County accepts the request, the County will provide a quote to the City outlining the work to be done with estimated labor and material costs in accordance with this Agreement before commencing any work. Prior to any work being started, the quote must be signed by the City Administrator for the City and the Planning Director for the County, or their respective designees.
- C. The County may provide other community planning-related services on an as needed basis as mutually agreed upon by both the City and the County.
- i. Services covered under this section may include, but are not limited to, services related to the compilation and reporting of data to state and federal agencies.
 - ii. The County shall consider the provision of community planning-related services upon written request by the City.
 - iii. Upon receipt of a written request from the City to perform community planning-related services, the County shall advise the City within fourteen (14) days of its decision to accept or decline the request.
 - iv. If the County accepts the request, the County will provide a quote to the City outlining the work to be done with estimated labor and material costs in accordance with this Agreement before commencing any work. Prior to any work being started, the quote must be signed by the City Administrator for the City and the Planning Director for the County, or their respective designees.
- D. The County will administer the City's fee structure for all land use permit applications.
- E. The County shall submit a detailed monthly invoice to the City with work descriptions, labor costs, and material costs for services performed pursuant to this Agreement. The invoice shall be issued within sixty (60) days of performing the work. Labor rates shall be established by the County and shall include overhead (which includes fringe benefits). Labor rates may be updated annually by the County. The County's rates for staff as of the effective date of this Agreement are attached hereto and fully incorporated herein as Exhibit "A". The City may request, and the County shall provide, a schedule of the labor rates currently in effect for those positions that may perform work under this Agreement.
- F. At least once every calendar quarter, the County shall produce a summary for the City that identifies the land use applications the County received on behalf of the City, and the revenues collected from permit application fees. At the time the County provides the

summary described in this section, the County shall transfer any revenues collected from permit application fees to the City.

G. The County shall submit invoices to the City at the following address:

City of Gladstone
Attention: City Administrator
525 Portland Ave.
Gladstone, OR 97027

5. Rights and Obligations of the City.

- A. The City shall coordinate with the County in the administration of the services provided through this Agreement.
- B. The City shall provide at least 30 days' notice to the County prior to any proposed change to the City's fee schedule.
- C. The City shall compensate the County for all labor costs, consistent with Section 4(E). Any out of pocket expenses or transportation vehicle expenses incurred while performing services under this Agreement shall be agreed to in advance and in writing by the Clackamas County Planning Director or his or her designee, and the Gladstone City Administrator or his or her designee.
- D. The City shall compensate the County for the services provided based on the rates established by the County to local governments. The County's rates for staff as of the effective date of this Agreement are attached hereto and fully incorporated herein as Exhibit "A".
- E. The City shall pay the County for invoices submitted by the County for costs billed pursuant to this Agreement and incurred by the County. The City shall issue payment to the County for approved costs within 30 days of receipt of invoices. The City shall remit payment to the County at the following address:

Clackamas County
DTD Administration – MS1
150 Beaver Creek Rd.
Oregon City, OR 97045

6. Liaison.

- A. The Clackamas County Planning Director or his or her designee will act as liaison for the County for this Agreement.

Contact Information:

Clackamas County
Planning and Zoning Division
150 Beaver Creek Rd
Oregon City, OR 97045

- B. The Gladstone City Administrator or his or her designee will act as liaison for the City for this Agreement.

Contact Information:

City of Gladstone
525 Portland Ave
Gladstone, OR 97027

- C. Any notice required or permitted under this Agreement shall be given to the above named individuals and shall become effective when actually delivered or forty-eight (48) hours after its deposit in the United States mail, addressed to such address as may be specified from time to time by a Party or Parties in writing.

7. Termination.

- A. Either the County or the City may terminate this Agreement at any time, with or without cause, by providing 90 days' written notice to the other Party.
- B. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination

8. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or

successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by negligent or willful acts performed under this Agreement by the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

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

9. General Provisions

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. City, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** County and City shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be

required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. County and City shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, each Party shall permit the other Party's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.

- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. This Agreement specifically supersedes that "Contract for Continuing Planning Services and Building Services By and Between the City of Gladstone, Oregon and Clackamas County Department of Transportation & Development" dated February 1, 2001 by and between the Parties (the "2001 Agreement"). The Parties agree that the 2001 Agreement is hereby terminated. There are no other understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** City and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- K. **Subcontract and Assignment.** The County shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the City, which approval may not be unreasonably withheld.
- L. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- M. **Survival.** All provisions in sections 8 and 9 shall survive the termination of this Agreement.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- O. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- P. **Force Majeure.** Neither City nor County shall be held responsible for delay or default caused by events outside of the City or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, each Party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

[Signatures on Following Page]

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

Clackamas County

City of Gladstone

Chair, Board of County Commissioners

Date

Date

Recording Secretary

, City Recorder

Active Employee List with Current Charge-Out Rates
As of 02/25/2020

Exhibit A
COUNTY OF CLACKAMAS
Department of Transportation and Development

Fund-Dept: 214-7441 PLANNING FUND | LAND USE & PERMITTING

| Employee Name | Emp ID | Reg/ Temp | Full/ Part | Emp Class | Emp Class Descr | FACTORS | | | | TOTAL CHARGE-OUT RATES | | |
|--------------------|--------|--------------|---------------|--------------|-----------------------------|------------------------|-----------------------|----------------------|----------------|------------------------|---------------------|-----------------------------|
| | | | | | | Class Labor Rate | Reg Fringe Rate | OT Fringe Rate | Ovrhd Rate* | Reg Labor Rate | OT Labor Rate | Reg Lbr Rate + Ovrhd* |
| AHRENS, MELISSA | 28005 | RG | FT | 3313 | PLANNER, SENIOR | \$55.4119 | \$29.7225 | \$0.0000 | 43.89% | \$85.1344 | \$83.1179 | \$122.4999 |
| BLESSING, BENJAMIN | 21955 | RG | FT | 3312 | PLANNER 2 | \$46.4563 | \$23.4973 | \$0.0000 | 43.89% | \$69.9536 | \$69.6845 | \$100.6562 |
| CROSS, NICOLE | 27951 | RG | FT | 3312 | PLANNER 2 | \$46.4563 | \$23.4973 | \$0.0000 | 43.89% | \$69.9536 | \$69.6845 | \$100.6562 |
| DANCE, LIZBETH | 27965 | RG | FT | 3311 | PLANNER 1 | \$40.9147 | \$26.3793 | \$0.0000 | 43.89% | \$67.2940 | \$61.3721 | \$96.8293 |
| DAWSON, CAROL | 8921 | RG | FT | 3318 | PLANNER TRAINEE | \$36.7190 | \$32.5381 | \$0.0000 | 43.89% | \$69.2571 | \$55.0785 | \$99.6540 |
| GLASGOW, CLAYTON | 12778 | RG | FT | 3313 | PLANNER, SENIOR | \$55.4119 | \$29.7225 | \$0.0000 | 43.89% | \$85.1344 | \$83.1179 | \$122.4999 |
| HAMBURG, GLEN | 27039 | RG | FT | 3313 | PLANNER, SENIOR | \$55.4119 | \$29.7225 | \$0.0000 | 43.89% | \$85.1344 | \$83.1179 | \$122.4999 |
| HANSCHKA, STEPHEN | 16693 | RG | FT | 3313 | PLANNER, SENIOR | \$55.4119 | \$29.7225 | \$0.0000 | 43.89% | \$85.1344 | \$83.1179 | \$122.4999 |
| HUGHES, JENNIFER | 6233 | RG | FT | 20358 | PLANNING DIRECTOR* | \$62.6714 | \$44.0643 | \$0.0000 | 43.89% | \$106.7357 | \$62.6714 | \$153.5820 |
| MCINTIRE, RICHARD | 5813 | RG | FT | 3313 | PLANNER, SENIOR | \$55.4119 | \$29.7225 | \$0.0000 | 43.89% | \$85.1344 | \$83.1179 | \$122.4999 |
| NESBITT, LINDSEY | 26877 | RG | FT | 20359 | PLANNING MANAGER | \$59.0179 | \$29.2214 | \$0.0000 | 43.89% | \$88.2393 | \$59.0179 | \$126.9675 |
| RENHARD, DARCY | 22939 | RG | FT | 3622 | ADMINISTRATIVE SPECIALIST 2 | \$38.8881 | \$33.9476 | \$0.0000 | 43.89% | \$72.8357 | \$58.3322 | \$104.8033 |
| RIEDERER, ANTHONY | 28027 | RG | FT | 3313 | PLANNER, SENIOR | \$55.4119 | \$29.7225 | \$0.0000 | 43.89% | \$85.1344 | \$83.1179 | \$122.4999 |
| SALO, MICHELLE | 27000 | RG | FT | 3054 | PERMITS SPECIALIST | \$30.2786 | \$25.5810 | \$0.0000 | 43.89% | \$55.8596 | \$45.4179 | \$80.3764 |
| THORNHILL, SUSAN | 29292 | RG | FT | 3054 | PERMITS SPECIALIST | \$30.2786 | \$25.5810 | \$0.0000 | 43.89% | \$55.8596 | \$45.4179 | \$80.3764 |
| YADEN, ANDREW | 27170 | RG | FT | 3311 | PLANNER 1 | \$40.9147 | \$26.3793 | \$0.0000 | 43.89% | \$67.2940 | \$61.3721 | \$96.8293 |

*Overhead rates shown on this report are only applied to regular hours on non-overhead projects.

Active Employee List with Current Charge-Out Rates
As of 02/25/2020

Exhibit A
COUNTY OF CLACKAMAS
Department of Transportation and Development

Fund-Dept: 214-7442 PLANNING FUND | DTD LONG RANGE PLANNING

| Employee Name | Emp ID | Reg/ Temp | Full/ Part | Emp Class | Emp Class Descr | FACTORS | | | | TOTAL CHARGE-OUT RATES | | |
|--------------------|--------|--------------|---------------|--------------|-----------------|------------------------|-----------------------|----------------------|----------------|------------------------|---------------------|-----------------------------|
| | | | | | | Class Labor Rate | Reg Fringe Rate | OT Fringe Rate | Ovrhd Rate* | Reg Labor Rate | OT Labor Rate | Reg Lbr Rate + Ovrhd* |
| FIELDS, JOY | 29121 | RG | FT | 3313 | PLANNER, SENIOR | \$55.1000 | \$39.2714 | \$0.0000 | 43.18% | \$94.3714 | \$82.6500 | \$135.1210 |
| FRITZIE, MARTHA | 20881 | RG | FT | 3313 | PLANNER, SENIOR | \$55.1000 | \$39.2714 | \$0.0000 | 43.18% | \$94.3714 | \$82.6500 | \$135.1210 |
| GONZALES, LORRAINE | 12333 | RG | FT | 3313 | PLANNER, SENIOR | \$55.1000 | \$39.2714 | \$0.0000 | 43.18% | \$94.3714 | \$82.6500 | \$135.1210 |

*Overhead rates shown on this report are only applied to regular hours on non-overhead projects.

City of Gladstone Staff Report

Report Date: March 3, 2020
Meeting Date: March 10, 2020
To: Gladstone City Council
From: Colin Black, Senior Center Manager

AGENDA ITEM

Adoption of the Gladstone Senior Center Transportation Service Area, formally expanding service outside of the City of Gladstone City limits to include the unincorporated parts of Clackamas County.

History/Background

The Gladstone Senior Center has provided transportation services to adults age 65 or older and to adults over 18 with a self-declared physical disability. Since 2006, the City of Gladstone and Clackamas County have entered into an annual contract to provide social services to the residents of Gladstone and receive reimbursements for those services.

PROPOSAL:

Adopt the Gladstone Senior Center Transportation Service Area, formally allowing expansion outside of the City of Gladstone City limits. The Senior Center Transportation Service Area will expand to include the unincorporated parts of Clackamas County, specifically the Oak Lodge, Oak Grove, and Jennings Lodge areas. It will not include Milwaukie, West Linn, Oregon City, Clackamas, or Lake Oswego as those areas are currently served by other Senior Centers. Per our contract with Clackamas County, we are not authorized to provide services to Johnson City residents.

OPTIONS:

1. The City Council could choose to not adopt the Gladstone Senior Center Transportation Service Area.
2. The City Council could choose to adopt the Gladstone Senior Center Transportation Service Area.
3. The City Council could choose to adopt the Gladstone Senior Center Transportation Service Area with modifications per City Council.

COST IMPACT:

The cost impact to the City will be minimal as the Senior Center currently provides limited, on-call transportation services to participants residing outside of our City limits which we are reimbursed for. To date, the Senior Center has received reimbursements for these services outside our City limits. This will formally allow us to continue this practice.

Recommended Staff Action

Staff recommend the adoption of the Gladstone Senior Center Transportation Service Area formally expanding service outside of the Gladstone City limits, to include the unincorporated parts of Clackamas County.



Department Head
Signature

3/4/2020

Date



City Administrator
Signature

3/4/2020

Date

City of Gladstone Staff Report

Report Date: March 3, 2020
Meeting Date: March 10, 2020
To: Gladstone City Council
From: John Schmerber, Chief of Police

AGENDA ITEM

Consider approval of an Intergovernmental Agency Agreement (IGA) between the City of Gladstone and the City of Lake Oswego for police department warrant service confirmation.

History/Background

For years, the Clackamas County Sheriff's Office has confirmed warrants and made property entries into the Law Enforcement Data System (LEDS) for agencies dispatched by the Clackamas County Department of Communication (C-COM). Recently, the Sheriff's Office notified all users that they could no longer provide warrant confirmations or data entry for outside agencies due to budgeting restraints.

The Gladstone Police Department is not structured to operate records service twenty-four hours seven days a week, nor does it need to. A cost-effective approach to ensure we stay in compliance with LEDS, is to enter into an IGA with another local jurisdiction that has the capacity to confirm Gladstone Municipal Court Warrants. ORS requires a ten-minute confirmation criterion for warrant confirmations forcing the city to look for other ways to accomplish this task.

Proposal

The Gladstone Police Department recommends entering into a one-year "pilot" agreement with the City of Lake Oswego (LOCOM) for warrant service confirmation. Warrant processing would remain the same between the Municipal Court and the Gladstone Police Department. The only difference for the police department is that we will be entering Gladstone warrants into LEDS then delivering hard copies of the warrants to LOCOM rather than the Sheriff's Office.

The one-year agreement is to ensure LOCOM has properly assessed the scope of work for each agency they are assisting. Officers working in Gladstone enter their own property therefore, warrant confirmation is the only service needed.

Options

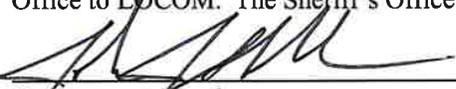
There are no other options for this service at this time.

Cost Impact

LOCOM has estimated a total of \$1,400 for their service for the year. The Gladstone Police Department is prepared to and capable of paying for that service.

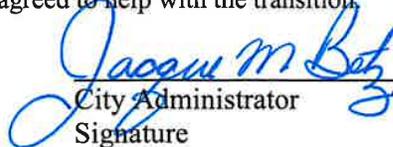
Recommended Staff Action

Staff recommends approval of this IGA. A plan has been developed to transfer all warrants from the Sheriff's Office to LOCOM. The Sheriff's Office records staff has agreed to help with the transition.



Department Head
Signature

Date



City Administrator
Signature

3-4-2020
Date

**INTERGOVERNMENTAL
COOPERATIVE AGREEMENT
PUBLIC SAFETY COMMUNICATIONS SERVICES**

THIS AGREEMENT is made and entered into by and between the CITY OF LAKE OSWEGO, an Oregon municipal corporation (hereinafter "Lake Oswego"), and the CITY OF GLADSTONE, an Oregon municipal corporation (hereinafter "Gladstone").

WITNESSETH:

RECITALS.

1. Lake Oswego operates through its Police Department, Communications Division, a public safety dispatching facility (hereinafter "LOCOM Center") to provide public safety dispatching services to fire and police departments of Lake Oswego, and the City of West Linn and City of Milwaukie police departments.

2. The parties to this Agreement desire for LOCOM Center to also provide warrant confirmation and associated limited information entries to the state and national law enforcement database systems for the City of Gladstone.

3. The parties acknowledge that they have authority to execute this cooperative intergovernmental agreement pursuant to the terms of their respective municipal charters and pursuant to ORS 190.010.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. Description of Services to be Provided. Lake Oswego, through LOCOM Center, shall provide warrant confirmation and limited state and national law enforcement database system entry services through the Law Enforcement Data System (hereinafter LEDS) and the National Crime Information Center (hereinafter NCIC) for Gladstone Police Department for the period of March 1, 2020, through June 30, 2021, as outlined on the attached Exhibit A.
 - Weekdays between 5:00 pm and 8:00 am and on weekends and holidays, LOCOM will enter and/or remove priority information from LEDS and NCIC databases as set forth in Exhibit A.
 - All days and hours, Gladstone will provide LOCOM original physical copies of Municipal Warrants. Warrants will be confirmed 24 hours a day.
 - LOCOM is a public safety answering point, and must prioritize those duties. The database system entries subject to this agreement are a lower priority, as outlined on Exhibit A. Best efforts will be made to complete warrant confirmations in the LEDS/NCIC required timelines.
 - LOCOM is authorized to utilize Gladstone Police Department's Originating Agency Identifier (ORI) to execute these transactions.
 - LOCOM will develop protocols for the database entry and the confirmation process, along with any other necessary protocols to ensure accurate and timely transactions. Gladstone must agree in writing to the protocols before services under this agreement commence.

- LOCOM will take all reasonable and necessary steps to ensure that its services under this Agreement are provided in a manner that follows current Criminal Justice Information Security policies and procedures and/or other applicable State and/or Federal laws.
2. Control. The manner of LOCOM Center's performance of LEDS/NCIC services, including but not limited to the establishment of standards of personnel performance, the hiring, supervision and discipline of LOCOM Center employees, and all other matters incident to LOCOM Center's performance of such services shall be under the exclusive authority of Lake Oswego.
 3. Obligation of Lake Oswego to Provide Labor and Equipment. Lake Oswego shall provide personnel with required qualifications to make national and state database entries, supervision, equipment and supplies necessary to maintain the services to be rendered under this Agreement.
 4. Obligation of Both Parties. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party in any way related to this Agreement.
 5. Consideration. Gladstone shall pay Lake Oswego the sum of \$1,400.00 within 30 days of this Agreement being executed by both parties.
 6. Indemnity and Hold Harmless. Subject to the limitations of the Oregon Tort Claims Act ORS 30.260 *et. seq.*, and the Oregon Constitution, and except to the extent caused by the acts or omissions of Gladstone or its officers, agents and employees, Lake Oswego hereby covenants and agrees to defend, indemnify and hold Gladstone and its officers, agents, and employees harmless from all liability, claims, actions or judgments to the proportionate extent caused by or resulting from any negligent act or omission of Lake Oswego or its officers, agents and employees in the performance of the duties to be performed by Lake Oswego under the terms of this Agreement.. Except to the extent caused by the acts or omissions of Lake Oswego, its officers, agents or employees, Gladstone hereby covenants and agrees to defend, indemnify and hold Lake Oswego and its officers and employees harmless from all liability, claims, actions or judgments to the proportionate extent caused by or resulting from any act or omission of Gladstone, its agents, officers, and employees in the performance of its duties under the terms of this Agreement or relating in any way to this Agreement, including without limitation the accuracy or timeliness of the information and data provided to LOCOM . Employees of the LOCOM Center shall be deemed to be employees of Lake Oswego not as agents or employees of Gladstone. The indemnity obligations in this Section 6 shall survive termination or expiration of this Agreement.
 7. Insurance. Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 to 30.274.
 8. Termination of Agreement. Lake Oswego may terminate this Agreement at any time for non-payment of any sum when due as required by Section 5 of this Agreement. Otherwise, either party may terminate this agreement effective 180 days after providing written notice of termination to the other party.
 9. Non-appropriation. Lake Oswego may terminate this Agreement, in whole or in part, upon thirty (30) days' written notice to Gladstone, in the event that Lake Oswego fails to receive funding, appropriations or other expenditure authority at levels sufficient to perform the services set forth in this Agreement.

10. Amendment Provisions. The terms of this Agreement may be amended by mutual agreement of the parties. Any amendment shall be in writing, shall refer specifically to this Agreement, and shall be executed by the parties.
11. Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement due to natural disaster, acts of war, actions or decrees of governmental bodies, communications line failure not the fault of the affected party, or other unforeseeable circumstances beyond the control of the affected party (hereinafter referred to as a "Force Majeure Event"), the affected party shall immediately give notice to the other Party and shall do everything possible to resume performance. If the period of nonperformance exceeds fifteen (15) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
12. No Third Party Beneficiaries. The parties expressly agree that nothing contained in this Agreement shall create any legal right or inure to the benefit of any third party. This Agreement is entered into for the benefit of the Parties. Except as set forth herein, nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.
13. Severability. The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement.
14. Remedies, Oregon Law, Dispute Resolution and Forum. The remedies provided under this Agreement shall not be exclusive. The parties shall also be entitled to any other equitable and legal remedies that are available. This Agreement shall be construed according to the laws of the State of Oregon. The parties shall negotiate in good faith to resolve any dispute arising out of this Agreement. If the parties are unable to resolve any dispute within fourteen (14) calendar days, the parties are free to pursue any legal remedies that may be available. Any litigation between the parties arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.
15. Waiver. The failure of a party to insist upon the strict performance of any of the terms of this Agreement shall not be construed as a waiver or relinquishment of such terms, but the same shall continue and remain in full force and effect. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach of this Agreement.
16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
17. Integration. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior written or oral discussions, proposals, presentations, understandings or agreements between the Parties on this subject.

18. Notice. Any notice under this Agreement shall be in writing and shall be effective when actually delivered or when deposited in the mail, registered or certified, addressed to the parties as follows:

Lake Oswego: City Manager
 City of Lake Oswego
 P. O. Box 369
 Lake Oswego, OR 97034

Gladstone: City Manager
 City of Gladstone
 525 Portland Ave.
 Gladstone, OR 97027

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of the signatures below.

**CITY OF GLADSTONE, an Oregon
municipal corporation**

**CITY OF LAKE OSWEGO, an Oregon
municipal corporation**

Name Title

Date

Name Title

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Gladstone City Attorney

David Powell,
Lake Oswego City Attorney

City of Gladstone Staff Report

Report Date: March 3, 2020
Meeting Date: March 10, 2020
To: Gladstone City Council
From: Robert Hale, IT Manager

AGENDA ITEM

Consider approval of the Fiber Optic Service Level Agreement (SLA) between the City of Gladstone and Clackamas County Broadband Express – Clackamas County Technology Services for the City of Gladstone Fiber connection to Clackamas County and to the City of Gladstone’s Internet Service Provider (ISP)

History/Background

This will update the current Service Level Agreement (SLA) in place between Clackamas County Broadband Express and the City of Gladstone. The current SLA reflects the current city hall address and the past administration as contacts.

Proposal

The City of Gladstone recommends updating the current Service Level Agreement (SLA) between Clackamas County Broadband Express and City of Gladstone. This will facilitate the move of the fiber optic connections from the current City Hall to the new Civic Building. This SLA will continue for a period of five (5) years following the service start date.

Options

There are no other options for fiber optic connections to Clackamas County and the current Internet Service Provider (ESD).

Cost Impact

- One-time connection fee to move service from Gladstone City Hall to Gladstone Civic Building of \$1925.00, which will be expended from the Gladstone Civic Building budget.
- Recurring charges of \$255.00 per month per connection for a total of \$510.00.

The recurring charges are the same rates the City of Gladstone currently pays for connections to Clackamas County and the cities Internet Service Provider (ESD).

Recommended Staff Action

Staff recommends approval to update the current Service Level Agreement between Clackamas County Broadband Express and City of Gladstone to reflect updated contacts and address as well as move the current Fiber Optics connections to the new Civic Center.



Department Head
Signature

3-4-2020

Date



City Administrator
Signature

Date

Clackamas County

FIBER OPTIC SERVICE LEVEL AGREEMENT

City of Gladstone

(Customer Name)

1. Recitals

WHEREAS, Clackamas County (County) desires to provide to City of Gladstone (Customer) the services set forth in this Agreement (the "Services"), between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

WHEREAS, Customer desires to use the Services; and

WHEREAS, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services,

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

2. Fiber Optic Network Description

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables, at each Customer site on a path designated by the County.

3. Service Description

Services provided to Customer by County are physical connectivity of one (or more) strands of optical fiber ("Fiber"), between sites specifically identified in Appendix A for the exclusive use of the Customer's internal communication needs. Each site listed in Appendix A will have a single mode fiber termination. The Fiber is and shall remain property of the County.

4. Construction and Installation Requirements

a. County, when installing Fiber on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.

b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the Fiber from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.

- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Fiber used to provision the service within each site.
- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its sites for necessary equipment, as determined by the County in its sole discretion.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have ingress and egress into and out of Customer properties and buildings in connection with the provision of Service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the Fiber in areas of the site that do not containing hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment that may be required, shall be paid by Customer.
- g. County has no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall construct Fiber into each Customer building enumerated herein; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Customer building; test and certify appropriate Fiber performance at each Customer location; and provide the appropriate fiber patch panel ("hand-off's") at each location for Customer utilization. Test results for physical connection will be made available to Customer upon request.

5. Term of Agreement

At such time as County completes installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date." Unless terminated as herein provided, this Agreement shall continue for a period of five (5) years following the Service Start Date.

6. Rates

In return for County providing the Services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for Services described in Appendix A, as amended from time to time.

7. Payment

County shall provide an invoice for twelve months of service (July 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

8. Fiber Maintenance

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing commercially reasonable practices in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

9. Confidentiality

All Customer data, voice, or video transmission using County Fiber shall be treated by County as confidential information, to the extent allowable by law. Customer expressly acknowledges and agrees that County's confidentiality obligations under this Agreement are subject to, and only enforceable to the extent permitted by, the Oregon Public Records Law, Oregon Revised Statutes ("ORS") Chapter 192 *et. seq.*, and any other applicable state or federal law

10. Content Control and Privacy

Customer shall have full and complete control of, and responsibility and liability for, the content of any and all communications transmissions sent or received using the Fiber.

11. Assignment and Successors

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total

without modification to any successor(s) regardless of the manner in which the succession may occur.

12. Damage

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by the negligent acts or omissions of County. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligence acts or omissions of Customer, its affiliates, employees, agents, contractors or customers. As used herein, "Costs" includes the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

13. Force Majeure

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

14. Consequential Damages

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGREDDATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

15. Public Contracting Provisions

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

16. Non-Appropriation or Change in Law

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that if County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that County is prohibited from performing under this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

17. Compliance with Laws

Customer shall comply with all applicable federal, state, county and city laws, ordinances and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

18. Taxes and Assessments

- a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customer's use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.
- b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees, surcharges and assessments as may be levied against Customer, or against County and passed through to Customer.

19. Termination

- a. Either party may terminate this Agreement for convenience following 90 days' written notice to the other party.
- b. Pursuant to Section 20 of this Agreement, either party may terminate this Agreement in the event of default of the Agreement by the other party. Neither the County nor the Customer shall be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach.

not expressly identified, even though the other breach is of the same nature as that waived.

- d. If Customer terminates this Agreement for any reason other than County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

20. Default

1. Either of the following events shall constitute a default:
 - a. Failure to perform or comply with any material obligation or condition of this Agreement; or
 - b. Failure to pay any sums due under this Agreement.
2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

21. Remedies

If this Agreement is terminated by the County due to a breach by the Customer, then the County shall have any remedy available to it in law or equity. If this Agreement is terminated for any other reason, Customer's sole remedy is reimbursement of the pro rata amounts paid to County on the unexpired term of this Agreement, less any setoff to which the County is entitled.

22. Amendment

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

23. No recourse Against the Grantor

Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any part thereof is determined to be invalid.

24. Notice

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by facsimile addressed as follows:

Notice to the County

Manager, Clackamas Broadband Express
Clackamas County Technology Services

121 Library Court
Oregon City, Oregon 97045
Fax Number (503) 655-8255

with a copy to

Chief Information Officer
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number: (503) 655-8255

Notice to the Customer

with a copy to

Either Party, by similar written notice, may change the address to which notices shall be sent.

25. Debt Limitations

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and County's performance is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

26. No Attorney Fees

No attorney fees shall be paid for or awarded to either party in the course of any dispute or other recovery under this Agreement. It is the intent of the parties that each shall bear the costs of its own legal counsel.

27. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Customer that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit must be brought in a federal forum, it shall be brought

and conducted solely and exclusively within the United States District Court for the District of Oregon.

28. Survival

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 9, 12, 14, 21, 23, 25, 26, 27, and 28, and all other rights and obligations which by their context are intended to survive.

29. Severability

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

30. Whole Contract

THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OF PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Clackamas County

By (signature): _____

Name: _____

Title: _____

Date: _____

Customer

City of Gladstone
(Customer Name)

By (signature): _____

Name (print): _____

Title: _____

Date: _____

APPENDIX A

SERVICE AND RATE SCHEDULE

1. Specified Services and Rates

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

2. Construction, Installation and Activation

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A. All facilities constructed under this Agreement and Appendix A shall be owned, operated, and maintained by the County.

3. Service Changes and Conversions

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

4. Monthly Recurring Charges

| | From (Connecting Point A: Site Name & Address) | To (Connecting Point B: Site Name & Address) | Service | Monthly Rate (\$) |
|---|---|--|----------------------------------|--------------------------|
| 1 | Clackamas ESD 13455 SE 97 th Ave Clackamas, OR 97015 | City of Gladstone 18505 Portland Ave Gladstone, OR 97027 | One Pair (two) dark fibers | \$255.00 |
| 2 | Development Service Building 150 Beaver Creek Rd Oregon City, OR 97045 | City of Gladstone 18505 Portland Ave Gladstone, OR 97027 | One Pair (two) dark fibers | \$255.00 |

5. Nonrecurring Charges

| From | (Connecting Point A:Site Name & Address) | To | (Connecting Point B:Site Name & Address) | Service | Amount (\$) |
|-------------|--|--|---|----------------|--------------------|
| 1 | Clackamas ESD 13455 SE 97 th Ave Clackamas, OR 97015 | City of Gladstone 18505 Portland Ave Gladstone, oR 97027 | Construction | \$0.00 | |
| 2 | Development Service Building 150 Beaver creek Rd Oregon City, OR 97045 | City of Gladstone 18505 Portland Ave Gladstone, oR 97027 | Construction | \$1925.00 | |

6. Late Payment Interest

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

7. Annual Consumer Price Index (CPI) Adjustments

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index.

Remainder of this page intentionally left blank.

APPENDIX B

MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

1. Defined Terms

- a. "Routine Maintenance" is all preventive maintenance activities and repairs.
- b. "Non-Routine Maintenance" is all efforts and activities in response to an emergency circumstance which requires restoration of service.

2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain (503) 742-4219 telephone number to contact personnel and NCAM. County's NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM's remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer's personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County's technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within five (5) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer seven (7) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

3. Fiber Optic Network

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

4. Restoration

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
- b. It will be the responsibility of County and Customer to report to one another respectively any known environmental hazards which would restrict or jeopardize any maintenance work activities in shelters or right of way areas of operation.
- c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within five (5) hours after receipt of such notice with the required restoration material and equipment.
- d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that five (5) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
- e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.

- 5. Customer shall be responsible for paying County standard maintenance fees for**

any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

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APPENDIX C

FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

1. Fiber and Connector Standards

a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

Remainder of this page intentionally left blank.



CORRESPONDENCE

Gladstone council,

I was watching video of the council meetings and saw that mayor Stempel is not voting. In October a second vote was held because a first vote had been unanimous. Was it really unanimous if the mayor didn't vote? We're concerned about this because we think the mayor and councilmembers should be voting or else they're not representing us. I've noticed that the mayor sometimes looks down at her papers during a vote so that she can't be seen not voting. My husband and I want to be anonymous because the mayor's large men friends are known to show up uninvited at peoples houses to argue which is scary. We don't want those kinds of problems at our home.

ANONYMOUS

PORTLAND OR 972

02 MAR 2020 PM 1:1



GLADSTONE CITY COUNSEL
525 PORTLAND AVE
GLADSTONE, ORE 97027

97027-215599





REGULAR AGENDA

City of Gladstone Staff Report

Report Date: March 3, 2020
Meeting Date: March 10, 2020
To: City Council
From: Joy Fields, Clackamas County Senior Planner

AGENDA ITEM

Ordinance 1499 - TXT-2020-01 – Code amendments related to Accessory Dwelling Units in the R-5 and R-7.2 Zoning Districts.

History/Background

Last year, House Bill 2001 was signed into law, which determined that requiring additional off-street parking and owner-occupancy for Accessory Dwelling Units (ADUs) were not “Reasonable local regulations” and thus, are not permitted. The law provides an exception for ADUs that are used for vacation rentals. Therefore, as proposed, the text amendments will remove the additional off-street parking and owner-occupancy requirements for ADU’s in the R-5 and R-7.2 Zoning Districts (Chapters 17.10 and 17.12 of the Gladstone Municipal Code) unless they are used as vacation rentals. February 18, 2020 the City of Gladstone Planning Commission held a public hearing to consider these text amendments and recommended approval of the text amendments proposed for Chapter 17.10 and 17.12.

Proposal

For Section 17.10. R-7.2 Single-Family Residential District and Section 17.12. R-5 Single-Family Residential District the proposed changes include:

- Remove additional parking space for ADUs;
- Remove owner occupancy requirement for ADUs;
- Add subsection for ADUs used as vacation rentals so the vacation rentals will have an additional parking space and will have the property owner living on the property where the vacation rental is located if it involves an ADU; and
- Update the title of the Building Code from “Uniform Building Code” to “Oregon Residential Specialty Code”.

Options

Planning Commission considered:

- Removing the additional parking space and owner occupancy for ADUs as required by HB 2001.
- Providing a provision in Section 17.78 - Home Occupations to create a permitting process for Accessory Dwelling Units as a Type II Home Occupation.
- Other minor edits to the design standards of ADUs to make the standards more clear and objective.
- Having uniform code language regardless of whether the ADU is used as a vacation rental.
- Reviewing the entire code related to housing and ADUs at a future time.
- Using the housing code audit, the finalization of a Housing Needs Analysis, public engagement, and the model code produced by DLCDC for HB 2001, for future code amendments.

Cost Impact

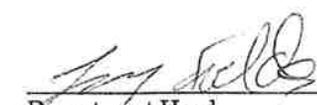
No further cost at this time.

Recommended Staff Action

Staff recommend accepting the recommendation from the Gladstone Planning Commission that is focused on the amendments related to parking and owner occupancy requirements for ADUs in the R-5 and R-7 Residential Zoning Districts. Staff also recommends updating the title of the State Building Code to be current.

Due to the complexity of the Gladstone Municipal Code, staff recommended that the Planning Commission take a comprehensive look at the housing related regulations in the future. A future review will be informed by public input, data, and model code, which will all help to focus the discussion and direct appropriate courses of action. The proposed amendments (Attachments A and B) are minor and allow the City to be compliant with HB 2001.

The proposed code amendments will be implemented by staff when building permits are reviewed for compliance with land use regulations and when business licenses are issued for vacation rentals. The benefit of accepting the recommendation from staff and the Planning Commission is that the Gladstone Municipal Code will come into compliance with HB 2001. If no action is taken, staff will be unable to require parking and owner occupancy for any Accessory Dwelling Units without the potential for a resident suing the City due to inconsistencies with state law. If no action is taken the Gladstone Municipal Code will remain out of date and out of compliance.

| | | | |
|---|-----------------|--|-----------------|
|  | <u>3-4-2020</u> |  | <u>3-4-2020</u> |
| Department Head Signature | Date | City Administrator Signature | Date |

ORDINANCE 1499

AN ORDINANCE AMENDING CHAPTERS 17.10 AND 17.12 OF THE GLADSTONE MUNICIPAL CODE REMOVING OWNER OCCUPANCY AND PARKING REQUIREMENTS FOR ACCESSORY DWELLING UNITS (ADUs) AS REQUIRED BY HOUSE BILL (HB) 2001 .

WHEREAS, House Bill (HB) 2001 amends requirements relating to accessory dwelling units (ADUs). The bill states “Reasonable local regulations relating to siting and design’ [for ADUs] does not include owner-occupancy requirements of either the primary or accessory structure or requirements to construct additional off-street parking.” However, such regulations may be applied if the ADU is used for vacation occupancy; and

WHEREAS, the Gladstone Planning Commission has reviewed Chapters 17.10 (R-7.2 Single-Family Residential Zoning District) and 17.12 (R-5 Single-Family Residential Zoning District) of the Gladstone Municipal Code pertaining to removal of owner occupancy through deed restrictions and additional off-street parking requirements for Accessory Dwelling Units (ADUs) unless ADUs are used as vacation rentals.

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

Section 1. The Gladstone City Council amends Chapter 17.10 of the Gladstone Municipal Code as described in Exhibit A and Chapter 17.12 of the Gladstone Municipal Code as described in Exhibit B to this Ordinance, which is attached and incorporated by reference. Additions to the code are underlined and deletions are shown as ~~struck through~~.

Section 2. All remaining provisions of Chapters 17.10 and 17.12 of the Gladstone Municipal Code are reaffirmed.

Approved by the Gladstone City Council this _____ day of _____, 2020

ATTEST:

Tamara Stempel, Mayor

Tami Bannick

ORDINANCE 1499
Exhibit "A"

Chapter 17.10
R-7.2—SINGLE-FAMILY RESIDENTIAL DISTRICT

Sections:

- 17.10.010 Purpose.**
- 17.10.020 Uses allowed outright.**
- 17.10.030 Accessory uses allowed.**
- 17.10.040 Conditional uses allowed.**
- 17.10.050 Dimensional standards.**
- 17.10.060 Design standards.**
- 17.10.070 Exemptions to uses permitted outright.**

17.10.010 Purpose.

The purpose of an R-7.2 district is to implement the comprehensive plan and to provide land for families and individuals desiring to live in an environment of single-family dwellings with low density multi-family dwellings on the periphery of neighborhoods.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. [1131](#) §2, 1990.

17.10.020 Uses allowed outright.

In an R-7.2 zoning district, the following uses and their accessory uses are allowed outright:

- (1) Single-family dwelling, including a manufactured dwelling.
- (2) Two-family dwelling on a collector or minor arterial.
- (3) Foster home.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. [1131](#) §2, 1990; Ord. [1188](#) §1, 1994; Ord. [1323](#) 1, 2002.

17.10.030 Accessory uses allowed.

Accessory uses shall comply with all the requirements of this zoning district, except as this section allows to the contrary. All accessory structures shall be subject to GMC Chapter [17.54](#) (clear vision). The following accessory uses shall be allowed in an R-7.2 zoning district:

Gladstone Municipal Code:

<https://www.codepublishing.com/OR/Gladstone/#!/Gladstone17/Gladstone1710.html#17.10>

Page 1 of 8

(1) Buildings. Garages and carports, storage and other buildings, as follows:

(a) Either the side, except a street side, or rear setback may be reduced to five feet (5') for structures that:

(A) Are detached from other buildings on the same lot by a minimum of ten feet (10');

(B) Do not exceed a height of one (1) story; and

(C) Do not exceed a floor area of four hundred fifty (450) square feet;

(b) Either the side, except a street side, or rear setback may be reduced to three feet (3') for structures that do not exceed a floor area of one hundred twenty (120) square feet.

(c) A wall of rated, fire-resistive construction may be required by the Oregon Structural Specialty Code or its successor.

(d) A setback does not apply to Portable Storage Containers as defined in Chapter [5.22](#).

(2) Courtyards, Patios and Decks. The minimum side, except street side, and rear setbacks for uncovered courtyards, patios and decks in excess of thirty inches (30") in height shall be five feet (5'). The minimum front and street side setbacks for such courtyards, patios and decks shall be fifteen feet (15'). No setbacks shall be required for uncovered courtyards, patios or decks thirty inches (30") or less in height. When calculating the height of a courtyard, patio or deck, railings and benches shall be excluded from the calculation.

(3) Fences and Walls. The following standards shall apply to fences and walls of all types whether open, solid, wood, metal, masonry or other material.

(a) When located between the front lot line and the front building line, fences and walls shall not exceed three feet (3') in height.

(b) Fences and walls not subject to Subsection (3)(a) of this Section shall not exceed six feet (6') in height.

(c) An exception may be granted to the maximum fence or wall height standards for conditional or nonconforming uses. Such an exception may be granted pursuant to review of an application for conditional use; alteration, expansion or change of use of a nonconforming use; or design review and when an exception is found necessary to provide adequate screening for the use.

Gladstone Municipal Code:

<https://www.codepublishing.com/OR/Gladstone/#!/Gladstone17/Gladstone1710.html#17.10>

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(4) Storage. Storage of boats, trailers, pickup campers, coaches, motorhomes and similar recreation equipment. Occupancy of such equipment is subject to a temporary permit under GMC Chapter [15.28](#) (temporary dwellings).

(5) Accessory dwelling units, subject to the following standards:

(a) Only one accessory dwelling unit per lot shall be permitted. An accessory dwelling unit shall not be permitted on a lot occupied by two or more dwelling units;

(b) The floor area of an accessory dwelling unit shall not exceed four hundred (400) square feet;

(c) An accessory dwelling unit shall not contain more than one bedroom;

~~(d) Either the primary dwelling unit or the accessory dwelling unit shall be owner-occupied for as long as the other unit is being rented or otherwise occupied. Prior to issuance of a building permit establishing an accessory dwelling unit, a deed restriction requiring owner-occupancy of one of the units shall be recorded in the Clackamas County Clerk's Office in a form prescribed by the City;~~

~~(e) One off-street parking space shall be provided in addition to the off-street parking space required by GMC Chapter [17.48](#) (off-street parking and loading) for the primary dwelling unit;~~

(f) Only one entrance, other than a vehicular entrance to a garage, may be located on the street-facing façade of the structure containing the primary dwelling unit unless this structure had additional entrances before the accessory dwelling unit was created and the number of entrances will not be increased;

(g) The exterior finish materials—including siding, trim and roofing—of an accessory dwelling unit shall be the same or visually similar to those of the primary dwelling unit with respect to type, size, placement and color;

(h) The roof pitch of an accessory dwelling unit shall be the same as the predominant roof pitch of the primary dwelling unit;

(i) The windows of an accessory dwelling unit shall be the same or visually similar to those of the primary dwelling unit;

(j) The eaves on an accessory dwelling unit shall project from the structure walls the same distance as the eaves on the primary dwelling unit;

Gladstone Municipal Code:

<https://www.codepublishing.com/OR/Gladstone/#!/Gladstone17/Gladstone1710.html#17.10>

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(k) An accessory dwelling unit shall comply with the minimum yard requirements and maximum building height established in GMC Section [17.10.050](#).

(l) An accessory dwelling unit used as a vacation rental shall provide:

(1) One off-street parking space in addition to the off-street parking space required by GMC Chapter 17.48 (off-street parking and loading) for the primary dwelling unit; and

(2) A deed restriction requiring owner-occupancy of one of the units recorded in the Clackamas County Clerk's Office in a form prescribed by the City. Either the primary dwelling unit or the accessory dwelling unit shall be owner-occupied for as long as the accessory dwelling unit is being used as a vacation rental.

(6) Swimming Pools, Ponds and Hot Tubs. The minimum side, street side and rear setbacks for swimming pools, ponds and hot tubs shall be three feet (3'). The minimum front setback for ponds no greater than five feet (5') wide and no more than two feet (2') deep shall be three feet (3').

(7) Home Occupations. Home occupations shall be subject to GMC Chapter [17.78](#) (home occupations).

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. [1131](#) §2, 1990; Ord. [1289](#) §1, 2000; Ord. [1323](#) §1, 2002; Ord. [1392](#) §3, 2007.

17.10.040 Conditional uses allowed.

In an R-7.2 zoning district, the following uses and their accessory uses are allowed subject to GMC Chapter [17.70](#) (conditional uses):

- (1) Multi-family dwelling, three to eight unit complexes on a collector or minor arterial.
- (2) Church and associated buildings and structures.
- (3) Fire station or similar public use necessary to provide service or preserve public safety in the area.
- (4) Community center, day care center.
- (5) Nursing homes and homes for the aged.
- (6) School and associated buildings, structures and facilities.
- (7) Utility facility provided that no outside storage is involved.

Gladstone Municipal Code:

<https://www.codepublishing.com/OR/Gladstone/#!/Gladstone17/Gladstone1710.html#17.10>

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(8) Group homes.

(9) Planned unit development (PUD).

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. [1131](#) §2, 1990; Ord. [1323](#) §1, 2002.

17.10.050 Dimensional standards.

Except as provided in GMC Chapter [17.38](#) (planned unit development), Chapter [17.72](#) (variances) and Chapter [17.76](#) (exceptions), the following dimensional standards shall apply in an R-7.2 zoning district:

(1) Lot Area:

(a) For a single-family dwelling, the minimum lot area shall be seven thousand two hundred (7,200) square feet;

(b) For a two-family or multi-family dwelling, the minimum lot area shall be three thousand six hundred (3,600) square feet per dwelling unit;

(c) For other uses, the minimum lot area shall be seven thousand two hundred (7,200) square feet, or as established by the Planning Commission, as provided by GMC Chapter [17.70](#) (conditional uses).

(2) Setback Requirements:

(a) A front setback shall be a minimum of twenty feet (20') except that a front porch may project a maximum of five feet (5') into a required front setback area;

(b) Except on a corner lot, the total side setback shall be a minimum of twenty percent (20%) of the average lot width or fifteen feet (15'), whichever is less, but in no case shall a side setback be less than five feet (5');

(c) A rear setback shall be a minimum of fifteen feet (15');

(d) On a corner lot, the street side setback shall be a minimum of twenty feet (20') and the other side setback shall be a minimum of five feet (5');

Gladstone Municipal Code:

<https://www.codepublishing.com/OR/Gladstone/#!/Gladstone17/Gladstone1710.html#17.10>

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(e) Architectural features such as cornices, eaves, gutters, chimneys and flues may project a maximum of two feet (2') into a required setback area;

(3) Building Height. Maximum building height shall be thirty-five feet (35'). Vertical projections such as chimneys, spires, domes, elevator shaft housings, towers, aerials, flagpoles and similar objects not used for human occupancy are not subject to building height limitations of this subsection.

(4) Exceptions in Case of Large Scale PUD. The dimensional standards of this section may be modified by the Planning Commission in the case of a plan and program for a planned unit development, providing the modifications are not detrimental to the public health, safety and welfare and provided the Planning Commission determines there is provision for adequate public spaces and improvements for the circulation, recreation, light, air and service needs of the developed tract and its relation to adjacent areas and for such covenants or other legal provisions as will assure conformity to and achievement of the plan.

(5) Minimum Density. Subdivisions and PUDs shall provide a minimum density of eighty percent (80%) of the maximum density per net acre. For the purpose of this provision, maximum density shall be one (1) dwelling unit per seven thousand two hundred (7,200) square feet of lot area or six (6) units per net acre.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. [1131](#) §2, 1990; Ord. [1289](#) §1, 2000; Ord. [1323](#) §1, 2002.

17.10.060 Design standards.

(1) Attached garage. The following standard shall apply to the construction of a garage attached to a single-family or two-family dwelling. An existing garage, legally constructed prior to the adoption of this standard, that does not conform to this standard may be remodeled or expanded provided such remodeling or expansion shall not further reduce the structure's compliance with this standard.

(a) The length of the garage wall facing the street may be up to fifty percent (50%) of the length of the street-facing building façade. On corner lots only one street-facing garage wall must meet this standard unless there are two garages, such as in the case of a two-family dwelling.

(2) Main entrance. The main entrance of a single-family dwelling and the main entrance of each unit of a two-family dwelling shall:

(a) Face the street lot line. On a corner lot, the main entrance may face either street lot line or the corner; or

Gladstone Municipal Code:

<https://www.codepublishing.com/OR/Gladstone/#!/Gladstone17/Gladstone1710.html#17.10>

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(b) The main entrance shall open onto a covered porch that has an entrance that faces the street lot line. The porch and its roof shall each be at least forty (40) square feet in area and neither the width nor the depth shall be less than five feet (5').

(3) Design features. Single-family and two-family dwellings shall include at least two (2) of the following design features:

- (a) Dormer;
- (b) One or more windows that face the street lot line;
- (c) Cupola;
- (d) Bay or bow window;
- (e) Gable;
- (f) Covered porch entry;
- (g) Eaves (minimum six inches projection); and
- (h) Offset on building face or roof (minimum sixteen inches (16")).

(4) Manufactured dwellings. All manufactured dwellings on individual lots in this district shall meet or exceed the following design standards:

- (a) The manufactured dwelling shall be multi-sectional and enclose a space of not less than 1,000 square feet;
- (b) The manufactured dwelling shall be placed on an excavated, backfilled foundation and enclosed at the perimeter such that no more than twelve inches (12") of the enclosing material is exposed above grade. Where the building site has a sloped grade, no more than twelve inches (12") of the enclosing material shall be exposed on the uphill side of the home. If the manufactured dwelling is placed on a basement, the twelve inch (12") limitation shall not apply;
- (c) The manufactured dwelling shall have a pitched roof of not less than three feet (3') height for each twelve feet (12') width;

Gladstone Municipal Code:

<https://www.codepublishing.com/OR/Gladstone/#!/Gladstone17/Gladstone1710.html#17.10>

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(d) The manufactured dwelling shall have exterior siding and roofing which in color, material and appearance is similar to the exterior siding and roofing material on surrounding dwellings;

(e) The manufactured dwelling shall be certified by the manufacturer to have an exterior thermal envelope meeting performance standards equivalent to the performance standards required of single-family dwellings constructed under the [Oregon Residential Specialty Code](#) ~~Uniform Building Code~~. Evidence demonstrating that the manufactured home meets “Super Good Cents” energy efficiency standards is deemed to satisfy the exterior thermal envelope certification standards. Additional manufacturer’s certification shall not be required in such cases.

(f) The manufactured dwelling shall have a garage or carport constructed of like materials. An attached or detached garage may be approved in lieu of a carport where such is consistent with the predominant construction of immediately surrounding dwellings.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. [1188](#) §1, 1994; Ord. [1289](#) §1, 2000.

17.10.070 Exemptions to uses allowed outright.

Manufactured housing shall not be allowed in any area designated in an acknowledged Comprehensive Plan or land use regulation as an historic district or on residential land immediately adjacent to an historic landmark.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. [1188](#) §1, 1994; Ord. [1323](#) §1, 2002.

ORDINANCE 1499
Exhibit "B"

Chapter 17.12
R-5—SINGLE-FAMILY RESIDENTIAL DISTRICT

Sections:

- 17.12.010 Purpose.**
- 17.12.020 Uses allowed outright.**
- 17.12.030 Accessory uses allowed.**
- 17.12.040 Conditional uses allowed.**
- 17.12.050 Dimensional standards.**
- 17.12.060 Design standards.**

17.12.010 Purpose.

The purpose of an R-5 district is to implement the comprehensive plan and to provide land for families and individuals desiring to live in an environment of medium density, mixed single-family and multi-family dwellings.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. [1131](#) §2, 1990.

17.12.020 Uses allowed outright.

In an R-5 zoning district, the following uses and their accessory uses are allowed outright:

- (1) Single-family dwelling, including a manufactured dwelling.
- (2) Mobile home park, subject to GMC Section [17.62.070](#) (mobile home park).

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. [1131](#) §2, 1990; Ord. [1144](#)§1, 1991; Ord. [1171](#) §1(C), 1993; Ord.1291 §1, 2000; Ord.1323 §1, 2002.

17.12.030 Accessory uses allowed.

Accessory uses shall comply with all the requirements of this zoning district, except as this section allows to the contrary. All accessory structures shall be subject to GMC Chapter [17.54](#) (clear vision). The following accessory uses shall be allowed in an R-5 zoning district:

- (1) Buildings. Garages and carports, storage and other buildings, as follows:

(a) Either the side, except a street side, or rear setback may be reduced to zero for one accessory structure provided such structure:

(A) Is detached from other buildings;

(B) Does not exceed a height of one (1) story; and

(C) Does not exceed a floor area of four hundred fifty (450) square feet;

(b) A wall of rated, fire-resistive construction may be required by the Oregon Structural Specialty Code or its successor.

(c) When more than one accessory structure is present including a Portable Storage container as defined in Chapter [5.22](#), a setback does not apply to the Portable Storage Container.

(2) Courtyards, Patios and Decks. The minimum side, except street side, and rear setbacks for uncovered courtyards, patios and decks in excess of thirty inches (30") in height shall be five feet (5'). The minimum front and street side setbacks for such courtyards, patios and decks shall be fifteen feet (15'). No setbacks shall be required for uncovered courtyards, patios and decks thirty inches (30") or less in height. When calculating the height of a courtyard, patio or deck, railings and benches shall be excluded from the calculation.

(3) Fences and Walls. The following standards shall apply to fences and walls of all types whether open, solid, wood, metal, masonry or other material.

(a) When located between the front lot line and the front building line, fences and walls shall not exceed three feet (3') in height;

(b) Fences and walls not subject to Subsection (3)(a) of this Section shall not exceed six feet (6') in height.

(c) An exception may be granted to the maximum fence or wall height standards for conditional or nonconforming uses. Such an exception may be granted pursuant to review of an application for conditional use; alteration, expansion or change of use of a nonconforming use; or design review and when an exception is found necessary to provide adequate screening for the use.

(4) Storage. Storage of boats, trailers, pickup campers, coaches, motorhomes and similar recreation equipment. Occupancy of such equipment is subject to a temporary permit under GMC Chapter [15.28](#) (temporary dwellings).

(5) Accessory dwelling units, subject to the following standards:

(a) Only one accessory dwelling unit per lot shall be permitted. An accessory dwelling unit shall not be permitted on a lot occupied by two or more dwelling units;

(b) The floor area of an accessory dwelling unit shall not exceed 400 square feet;

(c) An accessory dwelling unit shall not contain more than one bedroom;

~~(d.) Either the primary dwelling unit or the accessory dwelling unit shall be owner-occupied for as long as the other unit is being rented or otherwise occupied. Prior to issuance of a building permit establishing an accessory dwelling unit, a deed restriction requiring owner-occupancy of one of the units shall be recorded in the Clackamas County Clerk's Office in a form prescribed by the City;~~

~~(e) One (1) off-street parking space shall be provided in addition to the off-street parking space required by GMC Chapter [17.48](#) (off-street parking and loading) for the primary dwelling unit;~~

(f) Only one entrance, other than a vehicular entrance to a garage, may be located on the street-facing façade of the structure containing the primary dwelling unit unless this structure had additional entrances before the accessory dwelling unit was created and the number of entrances will not be increased;

(g) The exterior finish materials—including siding, trim and roofing—of an accessory dwelling unit shall be the same or visually similar to those of the primary dwelling unit with respect to type, size, placement and color;

(h) The roof pitch of an accessory dwelling unit shall be the same as the predominant roof pitch of the primary dwelling unit;

(i) The windows of an accessory dwelling unit shall be the same or visually similar to those of the primary dwelling unit;

(j) The eaves on an accessory dwelling unit shall project from the structure walls the same distance as the eaves on the primary dwelling unit;

(k) An accessory dwelling unit shall comply with the minimum yard requirements and maximum building height established in GMC Section [17.12.050](#).

(l) An accessory dwelling unit used as a vacation rental shall provide:

(1) One off-street parking space in addition to the off-street parking space required by GMC Chapter 17.48 (off-street parking and loading) for the primary dwelling unit; and

(2) A deed restriction requiring owner-occupancy of one of the units recorded in the Clackamas County Clerk's Office in a form prescribed by the City. Either the primary dwelling unit or the accessory dwelling unit shall be owner-occupied for as long as the accessory dwelling unit is being used as a vacation rental.

(6) Swimming Pools, Ponds and Hot Tubs. The minimum side, street side and rear setbacks for swimming pools, ponds and hot tubs shall be three feet (3'). The minimum front setback for ponds no greater than five feet (5') wide and no more than two feet (2') deep shall be three feet (3').

(7) Home Occupations. Home occupations shall be subject to GMC Chapter [17.78](#) (home occupations).

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. [1131](#) §2, 1990; Ord. [1171](#) §§1(E) & 1(F), 1993; Ord. [1289](#) §1, 2000; Ord. [1323](#) §1, 2002; Ord. [1392](#), §3, 2007.

17.12.040 Conditional uses allowed.

In an R-5 zoning district, the following uses and their accessory uses are allowed subject to GMC Chapter [17.70](#) (conditional uses):

- (1) Multi-family dwelling, three to eight unit complexes.
- (2) Medical/dental office at the intersection of minor arterials or collectors.
- (3) Church and associated buildings and structures.
- (4) Community center, day care center.
- (5) Fire station or similar public use necessary to provide service or preserve public safety in the area.
- (6) Planned unit development.

- (7) Nursing homes and homes for the aged.
- (8) School and associated buildings, structures and facilities.
- (9) Utility facility provided that no outside storage is involved.
- (10) Community commercial within two hundred feet from the Portland Avenue C-2 district.
- (11) Group homes.
- (12) Boarding house, rooming house, lodging house.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. [1131](#) §2, 1990; Ord. [1323](#) §1, 2002.

17.12.050 Dimensional standards.

Except as provided in GMC Chapter [17.38](#) (planned unit development), Chapter [17.72](#) (variances) and Chapter [17.76](#) (exceptions), the following dimensional standards shall apply in an R-5 zoning district:

(1) Lot Area:

- (a) For a single-family dwelling, the minimum lot area shall be five thousand (5,000) square feet;
- (b) For a multi-family dwelling, the minimum lot area shall be two thousand five hundred (2,500) square feet per dwelling unit;
- (c) For other uses, the minimum lot area shall be five thousand (5,000) square feet, or as established by the Planning Commission, as provided by GMC Chapter [17.70](#) (conditional uses).

(2) Setback Requirements:

- (a) A front setback shall be a minimum of twenty feet (20') except that a front porch may project a maximum of five feet (5') into a required front setback area;
- (b) A side setback shall be a minimum of five feet (5');
- (c) A rear setback shall be a minimum of fifteen feet (15');
- (d) A street side setback shall be a minimum of twenty feet (20');

(e) Architectural features such as cornices, eaves, gutters, chimneys and flues may project a maximum of two feet (2') into a required setback area;

(3) Building Height. Maximum building height shall be thirty-five feet (35'). Vertical projections such as chimneys, spires, domes, elevator shaft housings, towers, aerials, flagpoles and similar objects not used for human occupancy are not subject to building height limitations of this subsection.

(4) Minimum Vegetation. For multi-family dwellings, the minimum area that must be left or planted with trees, shrubs, grass, etc., shall be at least twenty percent (20%) of the total area of the lot.

(5) Exceptions in Case of Large Scale PUD. The dimensional standard of this section may be modified by the Planning Commission in the case of a plan and program for a planned unit development, providing the modifications are not detrimental to the public health, safety and welfare and providing the Planning Commission determines there is provision for adequate public spaces and improvements for the circulation, recreation, light, air and service needs of the developed tract and its relation to adjacent areas and for such covenants or other legal provisions as will assure conformity to and achievement of the plan.

(6) Minimum density. Subdivisions and PUDs shall provide a minimum density of eighty percent (80%) of the maximum density per net acre. For the purposes of this provision, maximum density shall be one (1) dwelling unit per five thousand (5,000) square feet of lot area or eight (8) units per net acre.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. [1131](#) §2, 1990; Ord. [1289](#) §1, 2000; Ord. [1291](#) §1, 2000; Ord. [1323](#) §1, 2002.

17.12.060 Design standards.

(1) Attached garage. The following standard shall apply to the construction of a garage attached to a single-family or two-family dwelling. An existing garage, legally constructed prior to the adoption of this standard, that does not conform to this standard may be remodeled or expanded provided such remodeling or expansion shall not further reduce the structure's compliance with this standard.

(a) The length of the garage wall facing the street may be up to fifty percent (50%) of the length of the street-facing building façade. On corner lots only one street-facing garage wall must meet this standard unless there are two garages, such as in the case of a two-family dwelling.

(2) Main entrance. The main entrance of a single-family dwelling and the main entrance of each unit of a two-family dwelling shall:

(a) Face the street lot line. On a corner lot, the main entrance may face either street lot line or the corner; or

(b) The main entrance shall open onto a covered porch that has an entrance that faces the street lot line. The porch and its roof shall each be at least forty (40) square feet in area and neither the width nor the depth shall be less than five feet (5').

(3) Design features. Single-family dwellings shall include at least two (2) of the following design features:

(a) Dormer;

(b) One or more windows that face the street lot line;

(c) Cupola;

(d) Bay or bow window;

(e) Gable;

(f) Covered porch entry;

(g) Eaves (minimum six inches (6") projection); and

(h) Offset on building face or roof [minimum sixteen inches (16")].

(4) Manufactured dwellings. All manufactured dwellings on individuals lots in this district shall meet or exceed the following design standards:

(a) The manufactured dwelling shall be multi-sectional and enclose a space of not less than one thousand (1,000) square feet;

(b) The manufactured dwelling shall be placed on an excavated, back-filled foundation and enclosed at the perimeter such that no more than twelve inches (12") of the enclosing material is exposed above grade. Where the building site has a sloped grade, no more than twelve inches (12") of the enclosing material shall be exposed on the uphill side of the home. If the manufactured home is placed on a basement, the twelve-inch (12") limitation shall not apply;

(c) The manufactured dwelling shall have a pitched roof of not less than three feet (3') height for each twelve feet (12') width;

(d) The manufactured dwelling shall have exterior siding and roofing which in color, material and appearance is similar to the exterior siding and roofing material on surrounding dwellings;

(e) The manufactured dwelling shall be certified by the manufacturer to have an exterior thermal envelope meeting performance standards equivalent to the performance standards required of single-family dwelling constructed under the [Oregon Residential Specialty Code Uniform Building Code](#). Evidence demonstrating that the manufactured home meets “Super Good Cents” energy efficiency standards is deemed to satisfy the exterior thermal envelope certification standards. Additional manufacturer’s certification shall not be required in such cases.

(f) The manufactured home shall have a garage or carport constructed of like materials. An attached or detached garage may be approved in lieu of a carport where such is consistent with the predominant construction of immediately surrounding dwellings.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. [1144](#) §1, 1991; Ord. [1171](#) §1(D), 1993; Ord. [1188](#) §1, 1994; Ord. 1289 §1, 2000; Ord. [1291](#) §1, 2000.

[**Ed. Note:** The publication(s) referred to or incorporated by reference in this ordinance are available from the office of the City Recorder.]



February 2020 PLANNING COMMISSION MEETING

Agenda Item No. 3

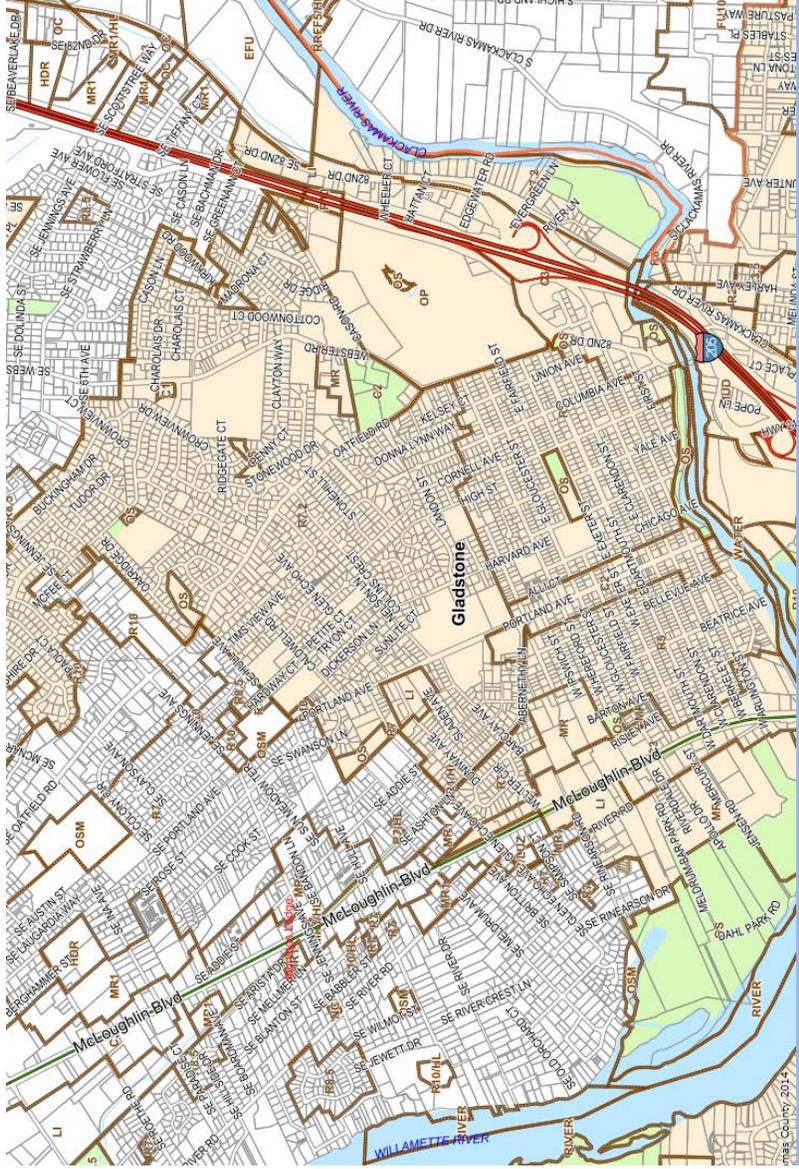
TXT-2020-01 Proposed Code Amendments

Proposed Amendments

SECTION 17.10. R-7.2 Single-Family Residential District and
SECTION 17.12. R-5 Single-Family Residential District

- Remove additional parking space for ADUs
- Remove owner occupancy requirement for ADUs
- Add subsection for ADUs used as vacation rental

SECTION 17.78. Home Occupations,
 • Vacation rentals included as a Type II Home Occupation



HB 2001 - Requiring ADUs to have additional parking and owner occupancy is not “reasonable”.

Gladstone Municipal Code - **Section 17.68** establishes the authorization for amendments and zone changes. **Section 17.94.060** specifies that the Planning Commission shall hold a public hearing and make a recommendation to the City Council

Gladstone Comprehensive Plan -

Housing Goal: *To meet the housing needs of all segments of the population through optimum utilization of housing resources for the construction, rehabilitation and maintenance of the diversity of housing types at appropriate locations, price ranges and rent levels, while preserving and enhancing the integrity and identity of existing residential neighborhoods.*

Statewide Planning Goals and Guidelines -

- Goal 1:** Citizen Involvement
- Goal 10:** Housing
- Goal 12:** Transportation



17.10 R-7.2—SINGLE-FAMILY RESIDENTIAL DISTRICT

17.10.030 Accessory uses allowed.

(5) Accessory dwelling units, subject to the following standards:

- (a) Only one accessory dwelling unit per lot shall be permitted. An accessory dwelling unit shall not be permitted on a lot occupied by two or more dwelling units;
- (b) The floor area of an accessory dwelling unit shall not exceed four hundred (400) square feet;
- (c) An accessory dwelling unit shall not contain more than one bedroom;
- (d) ~~Either the primary dwelling unit or the accessory dwelling unit shall be owner-occupied for as long as the other unit is being rented or otherwise occupied. Prior to issuance of a building permit establishing an accessory dwelling unit, a deed restriction requiring owner-occupancy of one of the units shall be recorded in the Clackamas County Clerk's Office in a form prescribed by the City;~~

17.10 R-7.2—SINGLE-FAMILY RESIDENTIAL DISTRICT

17.10.030 Accessory uses allowed.

(5) Accessory dwelling units, subject to the following standards:

~~(e) One (1) off-street parking space shall be provided in addition to the off-street parking space required by GMC Chapter 17.48 (off-street parking and loading) for the primary dwelling unit;~~

(f) Only one entrance, other than a vehicular entrance to a garage, may be located on the street-facing façade of the structure containing the primary dwelling unit unless this structure had additional entrances before the accessory dwelling unit was created and the number of entrances will not be increased;

(g) The exterior finish materials—including siding, trim and roofing—of an accessory dwelling unit shall be the same ~~or visually similar to~~ as those of the primary dwelling unit with respect to type, size, placement, and color;

17.10 R-7.2—SINGLE-FAMILY RESIDENTIAL DISTRICT

17.10.030 Accessory uses allowed.

(5) Accessory dwelling units, subject to the following standards:

- (h) The roof pitch of an accessory dwelling unit shall be the same as the predominant roof pitch of the primary dwelling unit;
- (i) The windows of an accessory dwelling unit shall be the same ~~or visually similar to~~ as those of the primary dwelling unit with respect to type, size, placement, and color;
- (j) The eaves on an accessory dwelling unit shall project from the structure walls the same distance as the eaves on the primary dwelling unit;
- (k) An accessory dwelling unit shall comply with the minimum yard requirements and maximum building height established in GMC Section 17.10.050.

17.10 R-7.2—SINGLE-FAMILY RESIDENTIAL DISTRICT

(I) An accessory dwelling unit used as a vacation rental shall provide:

OR

(I) An accessory dwelling unit used as a vacation rental shall be subject to GMC Chapter 17.78 (home occupations) and provide:

(1) One off-street parking space in addition to the off-street parking space required by GMC Chapter 17.48 (off-street parking and loading) for the primary dwelling unit; and

(2) A deed restriction requiring owner-occupancy of one of the units recorded in the Clackamas County Clerk's Office in a form prescribed by the City. Either the primary dwelling unit or the accessory dwelling unit shall be owner-occupied for as long as the accessory dwelling unit is being used as a vacation rental.

17.12 R-5—SINGLE-FAMILY RESIDENTIAL DISTRICT

17.12.030 Accessory uses allowed.

(5) Accessory dwelling units, subject to the following standards:

- (a) Only one accessory dwelling unit per lot shall be permitted. An accessory dwelling unit shall not be permitted on a lot occupied by two or more dwelling units;
- (b) The floor area of an accessory dwelling unit shall not exceed four hundred (400) square feet;
- (c) An accessory dwelling unit shall not contain more than one bedroom;
- ~~(d) Either the primary dwelling unit or the accessory dwelling unit shall be owner-occupied for as long as the other unit is being rented or otherwise occupied. Prior to issuance of a building permit establishing an accessory dwelling unit, a deed restriction requiring owner-occupancy of one of the units shall be recorded in the Clackamas County Clerk's Office in a form prescribed by the City;~~

17.12 R-5—SINGLE-FAMILY RESIDENTIAL DISTRICT

17.12.030 Accessory uses allowed.

(5) Accessory dwelling units, subject to the following standards:

~~(e) One (1) off-street parking space shall be provided in addition to the off-street parking space required by GMC Chapter 17.48 (off-street parking and loading) for the primary dwelling unit;~~

(f) Only one entrance, other than a vehicular entrance to a garage, may be located on the street-facing façade of the structure containing the primary dwelling unit unless this structure had additional entrances before the accessory dwelling unit was created and the number of entrances will not be increased;

(g) The exterior finish materials—including siding, trim and roofing—of an accessory dwelling unit shall be the same ~~or visually similar to~~ as those of the primary dwelling unit with respect to type, size, placement, and color;

17.12 R-7.2—SINGLE-FAMILY RESIDENTIAL DISTRICT

17.12.030 Accessory uses allowed.

(5) Accessory dwelling units, subject to the following standards:

- (h) The roof pitch of an accessory dwelling unit shall be the same as the predominant roof pitch of the primary dwelling unit;
- (i) The windows of an accessory dwelling unit shall be the same ~~or visually similar to~~ as those of the primary dwelling unit with respect to type, size, placement, and color;
- (j) The eaves on an accessory dwelling unit shall project from the structure walls the same distance as the eaves on the primary dwelling unit;
- (k) An accessory dwelling unit shall comply with the minimum yard requirements and maximum building height established in GMC Section 17.10.050.

17.12 R-7.2—SINGLE-FAMILY RESIDENTIAL DISTRICT

(I) An accessory dwelling unit used as a vacation rental shall provide:

OR

(I) An accessory dwelling unit used as a vacation rental shall be subject to GMC Chapter 17.78 (home occupations) and provide:

(1) One off-street parking space in addition to the off-street parking space required by GMC Chapter 17.48 (off-street parking and loading) for the primary dwelling unit; and

(2) A deed restriction requiring owner-occupancy of one of the units recorded in the Clackamas County Clerk's Office in a form prescribed by the City. Either the primary dwelling unit or the accessory dwelling unit shall be owner-occupied for as long as the accessory dwelling unit is being used as a vacation rental.

17.78 HOME OCCUPATIONS

17.78.010 Uses allowed as home occupations.

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

- (1) Office for professional, personal or business services.
- (2) Studio for arts, handicrafts or tutoring.
- (3) Shop for limited or customer production or minor repair service.
- (4) Headquarters for a craftsman or salesman.
- (5) Vacation rentals (as defined in ORS 90.100).

17.78 HOME OCCUPATIONS

17.78.016 Type I and type II home occupations.

- (1) Except for a sign pursuant to 17.78.020 (9), a Type I home occupation may generate only incidental traffic, subject to the requirements of this chapter, and otherwise shall exhibit no evidence that a business is being conducted from the premises. Type I home occupations may generate no more than six (6) one-way trips per day, which shall be incidental to operation of the home occupation.
- (2) Type II home occupations may generate limited traffic from customers, clients and students, subject to the requirements of this chapter. Type II home occupations may generate no more than ten (10) one-way client and commercial trips per day, except home occupations relating to instructional services, where no more than twenty (20) one-way student trips may be permitted.

17.78 HOME OCCUPATIONS

17.78.020 Limitations on home occupations.

Any such home occupation shall comply with the following limitations:

- (5) Any home occupation which causes abnormal automobile or pedestrian traffic or which is objectionable due to unsightliness or emission of odor, dust, smoke, noise, glare, heat, vibration or similar causes discernible on the outside of any building containing such home occupation shall be prohibited. ~~Type I home occupations may generate no more than six (6) one-way trips per day, which shall be incidental to operation of the home occupation. Type II home occupations may generate no more than ten (10) one-way client and commercial trips per day, except home occupations relating to instructional services, where no more than twenty (20) one-way student trips may be permitted. As used in this chapter, "instructional services" are characterized by one or more persons leading another person or group of persons in a given course or subject of study. No more than four (4) student vehicles may be parked on the property and/or in the street right-of-way at any one time.~~ No commercial motor vehicle that is subject to the state vehicle mile tax, such as long-haul trailers, as defined in ORS 801.208, may be allowed as part of a home occupation. In conformance with GMC 10.04.230 (1)(f), this standard does not preclude the parking of a truck (tractor) portion of such a commercial vehicle on private property.

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17.78 HOME OCCUPATIONS

17.78.020 Limitations on home occupations.

Any such home occupation shall comply with the following limitations:

(11) Tutoring, instructional, counseling or personal services which cannot be conducted except by personal contact may be permitted as a Type II home occupation and shall be by appointment only between the hours of 7:00 a.m. and 10:00 p.m. and shall not be oriented toward or attract passers by. As used in this chapter, “instructional services” are characterized by one or more persons leading another person or group of persons in a given course or subject of study. No more than four (4) student vehicles may be parked on the property and/or in the street right of way at any one time.

17.78 HOME OCCUPATIONS

17.78.020 Limitations on home occupations.

Any such home occupation shall comply with the following limitations:

(14) Vacation rentals, including but not limited to the rental of accessory dwelling units, may be permitted as a Type II home occupation and are subject to the requirements of the underlying zoning district.

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

(15)(16) No more than twenty-five percent of the floor area as defined in GMC Section 17.06.195 (floor area) may be used for the operation of a home occupation including storage of equipment, materials, and completed products. Except for vacation rentals, where an entire accessory dwelling unit may be utilized for the home occupation.

RECOMMENDATIONS

Planning staff are recommending APPROVAL of the proposed text changes to the Gladstone Municipal Code Chapters 17.10, 17.12, and consesideration and approval of changes to 17.78 to support the processes to permit vacation rentals.

AGENDA ITEM #13

**This agenda item has been
removed and will be scheduled
for a later date**

City of Gladstone Staff Report

Report Date: March 3, 2020
Meeting Date: March 10, 2020
To: Gladstone City Council
From: John Schmerber, Chief of Police

AGENDA ITEM

Approve Resolution No. 1174, amending Resolution No. 718, designating truck routes within the City of Gladstone.

History/Background

Upon my review of the Traffic Safety Advisory Board 2019 goals, along with complaints the police department has received from citizens regarding trucks using city streets as a pass through means, I researched the designated truck routes through the city. The 2017 Gladstone Transportation System and Safety Plan call out the Oregon Hwy Plan (OHP) as I-205 and Hwy 99 as the truck routes within the City of Gladstone. A review of ODOT's truck route mapping affirms that I-205 and Hwy 99 has been identified as the current truck routes through the city.

Additionally, on March 8, 1994, City of Gladstone approved Resolution No. 718 designating a portion of I -205 between the interchanges of Gladstone / 82nd Drive and Oregon City / McLoughlin Blvd. to be designated as the Official truck route. This resolution also prohibits through truck traffic on Arlington St. only.

A review of the Gladstone Municipal Code found nothing regulating truck traffic within the City of Gladstone.

Proposal

The Police Department and the Traffic Safety Advisory Board recommends that the City of Gladstone adopt an ordinance identifying I-205 between the interchanges of Gladstone / 82nd Drive and Oregon City / McLoughlin Blvd and McLoughlin Blvd on the south end of the city limits to the north end of the city limits to be designated as truck routes within the city. Additionally, the Traffic Advisory Board recommends no through truck traffic within the city with the exception of local deliveries.

Gladstone Municipal Code (GMC) 10.04.040 authorizes the City Council to exercise all municipal traffic authority for the city except those powers specifically and expressly delegated by ordinance codified in this chapter or by another ordinance. GMC 10.04.040 Authorizes council to designate truck routes.

Additionally, ORS 810.040 Authorizes City Council to designate any of its highways or any section of any of its highways as a truck route and may prohibit the operation of trucks, machinery or any other large or heavy vehicles upon any other of its highways the serves the same route or area served by the truck route designated. ORS requires the city to erect and maintain signs in a

conspicuous manner and place at each end of the highway or sections of prohibitions or designations imposed.

The purpose of this resolution is to maintain safe neighborhoods by preventing unnecessary truck traffic through the city's residential streets. Deliveries that occur on the west side of the city should occur off McLoughlin which means using the Oregon City / McLoughlin Blvd. exit off I-205. Deliveries to businesses on the East side of the city should occur off I-205 utilizing the Gladstone / 82nd Drive exit. The only exception is local deliveries.

Enforcement is difficult which is why the Traffic Safety Advisory Board and Police Department will rely on a communication strategy. The police department is proposing that an informative letter is mailed to all businesses within the city informing them of the new ordinance and restrictions. The letter will also ask that the business notify their carries. The police department will also utilize social media and put a link on the departments website and courtesy notifications if the violation is witnessed by a member of the community.

Options

I believe there are three options for the City Council to consider:

Option 1. Maintain what is currently in place. I-205 as the designated truck route and no through truck traffic on Arlington St.

Option 2. Only designate truck routes within the city at I-205 as described above and Hwy 99 (McLoughlin Blvd) as described above.

Option 3. Authorize the designation of both I-205 and Hwy 99 as stated above and include no through truck traffic within the city except for local deliveries.

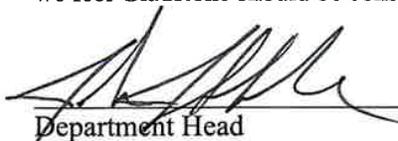
Cost Impact

Cost associated with this resolution includes the installation of posts and signs. We anticipate installing a total of eight posts and signs that run approximately \$250 each for a total of \$2,000. Public Works Director Whynot estimates that Public Works has the resources to take care of this project with some reprioritizing of maintenance activities.

Options 1 and 2 require staff hours that I am unable to forecast.

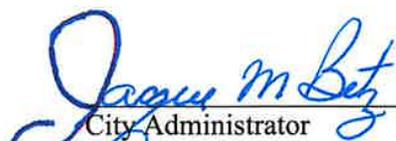
Recommended Staff Action

Staff recommends Option 3. We believe that there are safety concerns for trucks to use residential neighborhoods as pass through's from the eastside of the city to the westside and vice versa. Funding is available along with resources to install and implement. The police department feels strongly in the communication strategy and have attached copies of the notification letter to be sent to local businesses, awareness and reminder notice to violators and a copy of the draft ordinance. Attached you will also find a photograph of the sign that is intended if approved. This sign is used throughout Clackamas County and we feel Gladstone should be consistent.



Department Head
Signature

Date

 3-4-2020

City Administrator
Signature

Date

RESOLUTION NO. 1174

A Resolution Amending Resolution 718 to Designate a portion of Interstate 205 between the Interchanges of Gladstone/82nd Drive and Oregon City/McLoughlin Blvd and McLoughlin Blvd from the south City limits to the north City limits as a Designated Truck Route for the City of Gladstone and Prohibiting Through Truck Traffic within the City with the Exception of Local Deliveries.

WHEREAS, Resolution 718 was adopted by the City Council on March 8, 1994, which designated a portion of Interstate 205 between the interchanges of Gladstone/82nd Drive and Oregon City/McLoughlin Blvd as a designated truck route for the City of Gladstone and prohibiting through truck traffic on Arlington Street.

WHEREAS, ORS 810.040 authorizes the Gladstone City Council as the road authority for the City of Gladstone to establish truck routes and to prohibit the operation of through truck traffic on certain city streets; and

WHEREAS, the City Council is desirous of designating a portion of Interstate 205 between the interchanges of Gladstone/82nd Drive and Oregon City/McLoughlin Blvd. and McLoughlin Blvd. from the south city limits to the north city limits to be designated as an official truck route for the City of Gladstone and has received the consent from the Oregon Department of Transportation for that classification; and

WHEREAS, the City Council desires upon implementation of the truck route designation to prohibit through truck traffic within the city limits with the exception of local deliveries only.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Gladstone that Resolution 718 be amended as follows:

Section 1. That portion of Interstate 205 between the interchanges of Gladstone/82nd Drive and Oregon City/McLoughlin Blvd. is hereby designated as a truck route for the City of Gladstone.

Section 2. That portion of McLoughlin Blvd from the city limits to the south and city limits to the north is hereby designated as a truck route for the City of Gladstone.

Section 3. Effective concurrently with the designation of this portion of Interstate 205 and McLoughlin Blvd and this portion of McLoughlin Blvd. from the south city limits to the north city limits as the truck route for the city of Gladstone, through truck traffic in the City of Gladstone is prohibited with the exception of local deliveries.

Section 4. The City Administrator is directed to appropriately post these designations.

This Resolution adopted by the Common Council of the City of Gladstone and approved by the Mayor

this _____ day of _____, 2020.

ATTEST:

Tamara Stempel, Mayor

Tami Bannick

Date

Business Name
Business Address
Business Address

Re: City of Gladstone Local Truck Routes

On March 10, 2020, the City of Gladstone passed Resolution 1174, which designates a portion of Interstate 205 between the interchanges of Gladstone/82nd Drive and Oregon City/McLoughlin Blvd. and McLoughlin Blvd. from the South City Limits to the North City Limits to be used as the official truck route. This Resolution also prohibits through truck traffic within the City of Gladstone.

Gladstone Police Department is asking all business owners and operators who may have truck deliveries to advise their vendors through truck traffic is prohibited everywhere that is posted as such. Through traffic will be directed to either I-205 or 99E. Additionally, we are asking that if you do receive deliveries and are on the East side of town to please use the 82nd Drive exit off I-205. If you receive deliveries on the west side of town, please use the Oregon City / Hwy 99 exit off of I-205. Local deliveries to the inner portions of the city are not impacted by this ordinance.

The intent of this ordinance is to identify truck routes within the City of Gladstone and prevent through truck traffic in the City of Gladstone. Drivers who violate posted "No Through Traffic" signs may be subject to a Class B traffic violation as stated in ORS 811.450 section 4.

Any questions or concerns can be directed to John Schmerber, Chief of Police at 503-557-2764 or jschmerber@gladstoneoregon.us.

Thank you for your understanding and cooperation.

John Schmerber
Gladstone Chief of Police

Date:

Name:

Address:

City, State, Zip

Dear Name,

It has been brought to our attention by a Gladstone Citizen that the vehicle listed below drove through the city of Gladstone on a street not posted for commercial trucks. Truck routes are posted in the City with signs and a map is posted on the city website at www.ci.gladstone.or.us. The driver of this commercial truck is in violation of the Oregon Vehicle Code.

Code: 811.450 Violation of Posted Truck Routes

Vehicle:

License:

Location:

Date/Time:

As the registered owner of the vehicle, we are notifying you of this violation in our efforts to ensure the livability of our city, and compliance with the law.

The Oregon Vehicle Code 811.450 states in part that a person commits the offense of violation of posted truck routes if appropriate signs designating truck routes are posted and the person does not operate a vehicle in compliance with the posted requirements. If cited, the bail for failure to comply with this law is 260.00 up to 1000.00.

We hope this information will be helpful. If you have any questions, please feel free to contact me at 503-557-2798.

Sincerely,

John Schmerber
Chief of Police

1:05

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NO
THRU
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ONLY

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City of Gladstone Staff Report

Report Date : March 3, 2020
Meeting Date : March 10, 2020
To : City Council
From : Mayor Stempel

AGENDA ITEM:

Consider approval of an Intergovernmental Agreement (IGA) between Water Environmental Services (WES) and the City of Gladstone related to a Regional Wastewater System Cooperative Agreement.

Proposal:

Representatives from Gladstone, Happy Valley, Johnson City, City of Milwaukie, City of Oregon City, and the City of West Linn participated in a regional conversation facilitated by Oregon Consensus to address outstanding issues pertaining to governance of regional wastewater systems. Mayor Stempel will update the City Council on the process at the city council meeting.

The proposed agreement allows an elected official from Gladstone to serve on an advisory body and to participate in the discussions. It is a two-year agreement and the City can opt out at any time with 30 days' notice.

Options:

- The City could choose not to approve the Cooperative Agreement.

Cost Impact:

- There is no cost impact to approving the Cooperative Agreement

RECOMMENDATION:

Approve the Intergovernmental Agreement (IGA) between Water Environmental Services (WES) and the City of Gladstone related to a Regional Wastewater System Cooperative Agreement.

**REGIONAL WASTEWATER SYSTEM COOPERATIVE
INTERGOVERNMENTAL AGREEMENT**

THIS REGIONAL WASTEWATER TREATMENT COOPERATIVE INTERGOVERNMENTAL AGREEMENT (this “Agreement”), is entered into this ____ day of _____, 2020, by and between Water Environment Services (“WES”) an ORS 190 municipal partnership, and the City of Gladstone, City of Happy Valley, City of Johnson City, City of Milwaukie, City of Oregon City, and City of West Linn, each a municipal corporation (each, a “City” and together, the “City Partners”). Collectively, WES and the City Partners are collectively referred to as the “parties” and individually as a “party.”

WHEREAS, WES is the regional wastewater service provider in Clackamas County and serves the citizens of the City Partners and unincorporated residents, protecting public health and the environment, and supporting economic development through the provision of rate-based services; and

WHEREAS, several of the City Partners own and operate a wastewater collection system; and

WHEREAS, the City Partners, WES, and representatives of unincorporated Clackamas County participated in a regional conversation facilitated by Oregon Consensus to address outstanding issues pertaining to governance of regional wastewater system; and

WHEREAS, as part of that process, WES and the City Partners recognized that the collective systems operated by each of them has an impact on the others as part of an integrated regional system, and that it is important to provide opportunities for information sharing and input regarding the overall condition and operation of key elements of the system(s) to each other; and

WHEREAS, to address the issues identified in the Oregon Consensus process, WES and the City Partners have agreed to work together in a collaborative forum where information regarding WES and City Partners share information regarding activities pertaining to the provision of wastewater services; and

WHEREAS, the parties agree that the WES Advisory Committee (the “Committee”) is the best place to establish that collaborative forum; and

WHEREAS, the City Partners desire specific representation on the Committee to ensure that the interests of their community are considered;

NOW, THEREFORE, WES and the City Partners each covenant and agree to the following:

Section 1 Obligations of WES.

- 1.1 Elected Representative on WES Advisory Committee. Currently some but not all City Partners have an elected representative serving on the Committee. WES shall amend the bylaws of the Committee to allow each city to appoint an elected representative to the WES Advisory Committee. Each City Council or Commission of a City Partner shall designate an elected representative to serve on the Committee. This member shall serve at the discretion of the appointing City only.

- 1.2 Information to Committee. WES shall provide sufficient information to the Committee such that the Committee can effectively:
 - A. Review, discuss and make recommendations on wastewater services policy issues such as, rates, financial and budgetary policies, new programs, and capital improvement plans that have the potential to impact the regional wastewater treatment systems;

 - B. Provide WES with feedback on new fees, rules and regulations, and other long-range planning initiatives;

 - C. Recommend a five-member subcommittee to serve as the WES budget committee, which will perform duties consistent with county practices and state law;

 - D. Represent his or her community or interest group to ensure wastewater services projects and policies reflect the community's input and needs; and

 - E. Support and assist, where feasible, with implementation of public engagement strategies on issues relating to wastewater services, inflow/infiltration, bio-solids management, and other related topics.

The City Partners through their representatives on the Committee shall have an opportunity to provide feedback and input on the topics listed above, as well as other issues presented by WES or City Partners consistent with the Committee bylaws, and the governing body of WES shall consider such feedback in making a final determination regarding a proposal or course of action.

- 1.3 City Partner Enhanced Committee. If a City Partner determines that a recommendation from the Committee regarding issues such as rates, system development charges, or capital projects is detrimental to the interests or objectives of said City Partner, then said City Partner may request that the City Partners convene the "Elected Officials Enhanced Committee," consisting

exclusively of the City Partner representatives on the Committee. Upon obtaining the support of two other City Partners, the City Partners may hold an Elected Officials Enhanced Committee Meeting. The Elected Officials Enhanced Committee may, by a majority vote, provide a separate recommendation to the WES governing body or a City Partner governing body, as applicable, setting forth a recommendation(s) on such issue. Upon such vote, the staff of a City Partner (as decided by the Elected Official Enhanced Committee) shall draft and transmit the recommendation to the appropriate governing body for due consideration.

Section 2 Obligations of Each City.

- 2.1 Member Appointment and Service. Each City Partner shall appoint an elected official¹ currently serving on its governing body as a member of the Committee. This appointment is not subject to WES governing body approval.

- 2.2 Information to Committee. Each City Partner shall provide sufficient information to the Committee such that the Committee can effectively:
 - A. Review, discuss and make recommendations on wastewater service policy issues such as rates, financial and budgetary policies, new programs and capital improvement plans that have the potential to impact the regional wastewater or surface water system;

 - B. Provide such City Partner with feedback on new fees, rules and regulations, and other long-range planning initiatives;

 - C. Represent their community or interest group to ensure wastewater service-related projects and policies reflect the community's input and needs; and

 - D. Support and assist, where feasible, with implementation of public engagement strategies on issues relating to wastewater services, inflow/infiltration, bio-solids management, and other related topics.

The Committee shall provide feedback and input for said topics and the governing body of the City Partner shall consider such feedback in making a final determination regarding a proposal or course of action.

Section 3 Committee Operation.

- 3.1 Applicability of Committee Bylaws. The Committee shall operate consistent with its duly adopted Bylaws, as amended to implement this Agreement and the concepts from the Clackamas County Wastewater Infrastructure Governance

¹ In the case of Johnson City, the elected officials may appoint a city resident or property owner within the city to serve on the Committee.

Collaborative Process as discussed during the process, and as otherwise amended from time to time. The WES Advisory Committee, when fully constituted consistent with this Agreement, shall consider the conforming changes to the Bylaws and adopt as agreed thereby.

Section 4 General Provisions.

- 4.1 Term. This Agreement shall commence on March 1, 2020 and continue through June 30, 2022. The Parties hereto agree to revisit the commitments and process outlined herein for effectiveness prior to the end of the term and may extend or modify the term as may be agreed at that time.
- 4.2 Relationship to Other Agreements. This Agreement is intended to set forth the entire understanding of the parties only with respect to the matters set forth herein. It is not intended and does not terminate, modify or supersede any other agreement between the parties. Any and all such other agreements between the parties shall be unaffected by this Agreement.
- 4.3 Termination. The parties may agree to terminate this Agreement at any time upon mutual agreement in writing. Any party may withdraw from the Agreement at any time upon 30 days written notice to the other parties.
- 4.4 Governing Law. This Agreement shall be construed and governed in all respects in accordance with laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- 4.5 Integration, Amendment and Waiver. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the parties on the matter at issue. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by all parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of any party to enforce any provision of this Agreement shall not constitute a waiver by such party of that or any other provision.
- 4.6 Interpretation. The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- 4.7 Debt Limitation. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

- 4.8 No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- 4.9 Necessary Acts. Each party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- 4.10 Severability. If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.
- 4.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

| | |
|--------------------------|--|
| THE CITY OF GLADSTONE | THE CITY OF HAPPY VALLEY |
| By: _____ | By: _____ |
| Title: _____ | Title: _____ |
| ATTEST: _____ | ATTEST: _____ |
| THE CITY OF JOHNSON CITY | THE CITY OF MILWAUKIE |
| By: _____ | By: _____ |
| Title: _____ | Title: _____ |
| ATTEST: _____ | ATTEST: _____ |
| THE CITY OF OREGON CITY | WATER ENVIRONMENT SERVICES |
| By: _____ | By: _____ |
| Title: _____ | Title: <u>Chair of BCC as</u> <u>WES Governing Body</u> |
| ATTEST: _____ | ATTEST: _____ |
| THE CITY OF WEST LINN | |
| By: _____ | |
| Title: _____ | |
| ATTEST: _____ | |

City of Gladstone Staff Report

Report Date: March 3, 2020
Meeting Date: March 10, 2020
To: Mayor and City Council
From: Tami Bannick, City Recorder

AGENDA ITEM:

Appointment to the Audit Committee

History/Background:

The Audit Committee was formed in January 2017. The adopted Resolution states: "The City of Gladstone Audit Committee will be comprised of up to six members." There are currently four Audit Committee members, Anne Tankersley, Drucilla Weiland, Mindy Garlington and Councilor Reisner. Please be advised there are two (2) vacant terms on the Audit Committee that expire 12-31-2023.

The Audit Committee is to provide independent advice, assistance, and recommendations to the City Council in the oversight of the internal and external audit functions of the City. Terms limits are set at 2 (two) or (3) years staggered so that about half of appointments end each year.

Notice of the committee vacancy was advertised in the City newsletter and on the city's website and social media. As of this date applications to the Audit Committee have been received from:

- Dr. Jeremy Riddle

Proposal:

There are two (2) vacant terms on the Audit Committee that expire December 31, 2023.

Options:

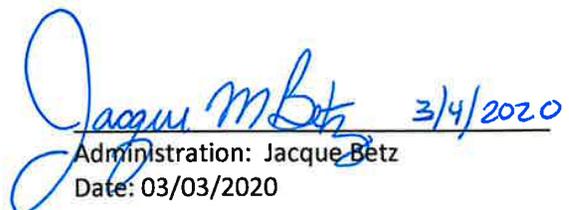
- 1) Appoint Audit Committee member to term that expires 12-31-2023.
- 2) Do not appoint Audit Committee members.
- 3) Continue to advertise for vacant positions.

Cost Impact:

No impact.

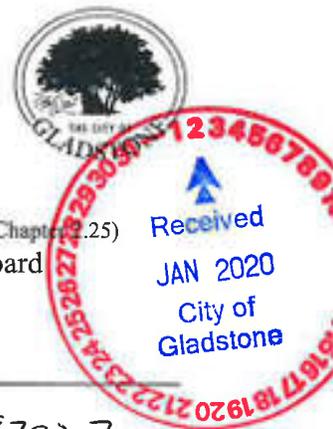


Department Head: Tami Bannick
Date: 03/03/2020

 3/4/2020
Administration: Jacquie Betz
Date: 03/03/2020

CITY OF GLADSTONE

APPLICATION FOR APPOINTMENT TO CITIZENS COMMITTEES



- Budget Committee
- Planning Commission (Review GMC Chapter 2.28)
- Traffic Safety Commission
- Audit Committee
- Park & Recreation Board
- Library Board (Review GMC Chapter 2.25)
- Senior Center Advisory Board

NAME: Dr. Jeremy Riddle

ADDRESS: 680 E Dartmouth St Gladstone, Oregon 97027

TELEPHONE: (HOME) 971 404 6452 (WORK/CELL) 971 404 6452

EMAIL: Jeremy.riddle@boundtohappen.health

HOW LONG HAVE YOU LIVED IN GLADSTONE: 4 years

OCCUPATION/EMPLOYER (state your specific line of business): Bound To Happen/
Owner, herbalist, naturopathic physician, Real Estate

DESCRIBE YOUR ACTIVITIES

AND INTERESTS: I enjoy helping people - especially with taking control
of their health with holistic modalities. Love walking our dogs
at the river. Education: Doctorate in Naturopathic Medicine from NU Nova
PhD in metaphysics from Cambridge, Undergrad work at U of Va.

PREVIOUS AND CURRENT COMMUNITY AFFILIATIONS
AND ACTIVITIES, INCLUDING CITY APPOINTMENTS: Stated & direct the First Aid
Station for the Arbor Day Festival & the Gladstone Community Festival |
last 2 years. Medical Director of Gladstone CERT. Attend GEMS.

Have you ever applied for a Committee Position Before? YES NO

If yes, when? N/A What Committee? N/A

Why would you like to serve on this Commission, Board or Committee?
(Attach additional materials or information if you wish)

There are times when everyday citizens need to get
involved, to learn the workings of their civic affairs,
and offer up help. I feel my attention to detail and
clinical discipline in pathology may yield beneficial resources to the
audit comm.

SIGNATURE: Jeremy Riddle DATE: 12-21-2019

City of Gladstone
Staff Report

Report Date: March 3, 2020
Meeting Date: March 10, 2020
To: City Council
From: Tami Bannick, City Recorder

AGENDA ITEM:

Appointment to the Library Advisory Board

History/Background:

Please be advised there are two vacant one-year terms on the Library Advisory Board that expire 12-31-20. At the October 8, 2019 City Council meeting staff indicated they had negotiated new language into the IGA with Clackamas County that would allow the Gladstone Library Advisory Board to continue for at least one additional year. The two terms will expire 12-31-2020.

Notice of committee appointments was advertised in the City's newsletter and on the city's website and social media. As of this date applications to the Library Advisory Board have been received from:

- Lisa Westapher

Proposal:

There are two vacant terms on the Library Advisory Board that expire December 31, 2020. The Library Advisory Board consists of seven (7) members who are not officers or employees of the City and are appointed by the City Council to four (4) year terms.

Options:

- 1) Appoint the applicant to the Library Advisory Board for a term to expire 12-31-2020.
- 2) Do not appoint Library Advisory Board member.
- 3) Continue to advertise for vacant position.

Cost Impact: No impact.



Department Head: Tami Bannick
Date: 03/03/2020

 3-4-2020
Administration: Jacquie Betz
Date: 03/03/2020

We moved to Gladstone from Milwaukie in June 2019. It was the first time I have felt like part of a community. I really love the close-knit feel of Gladstone and how many fun family events Gladstone plans! I am also very excited about the new library construction project. I have an almost 4 year old son who loves the library and it's an important part of our life. We live literally next door to the library and go often!

I recently went to my very first city council meeting and I was surprised and happy to see that it was standing room only. I also liked feeling involved and in the know.

Before I had my son, I used to do a lot of volunteer work. Every weekend I volunteered at Cat Adoption Team playing with cats, cleaning litter boxes and cages and helping people adopt kitties. I walked dogs at The Pixie Project. I planted trees and did beach clean-ups with SOLV. I sorted food donations and delivered food boxes to people in need with the Sunshine Division. Volunteering is always something I've been passionate about.

When I moved to Gladstone I wanted to get involved in the community and considered volunteering at the Senior Center but it didn't work with my work schedule.

I am applying to be on the Library Advisory Board because I want to be more involved in my community and the library is definitely my favorite place! I'd love to be able to give my input on future library uses and functions and planning.

City of Gladstone
Staff Report

Report Date: March 3, 2020
Meeting Date: March 10, 2020
To: City Council
From: Tami Bannick, City Recorder

AGENDA ITEM:

Appointment to the Traffic Safety Advisory Board

History/Background:

Please be advised there are two (2) terms on the Traffic Safety Advisory Board, one expires 12-31-2022 and one expires 12-31-2023. These positions were vacated by Kenneth Moore and Clair Coy.

Notice of committee appointments was advertised in the City's newsletter and on the city's website and social media sites. As of this date applications to the Traffic Safety Advisory Board have been received from:

- Lou Schwab

Proposal:

There are two (2) vacant positions on the Traffic Safety Advisory Board, one that expires 12-31-2022 and one expires 12-31-2023. The Traffic Safety Advisory Board consists of seven (7) members appointed to three year terms by the Mayor with the approval of the City Council. Applicants must be residents of the City of Gladstone.

Options:

- 1) Appoint the applicant to the Traffic Safety Advisory Board for a term that expires 12-31-2023.
- 2) Do not appoint Traffic Safety Advisory Board member
- 3) Continue to advertise for vacant positions

Cost Impact:

No impact.



Department Head: Tami Bannick
Date: 03/03/2020

 3-4-2020

Administration: Jacquie M. Betz
Date: 03/03/2020

Lou Schwab Experience History

-Native Oregonian, pioneer family, The Schwabs settled in Mt. Angel in 1881, where they established farms and joined other pioneer families in founding the Mt. Angel Monastery.

-Married, wife Nancy

-Grew up in NE Portland.

-30 year resident of Gladstone. Two adult children went all the way through the Gladstone school system. Our 3 grandchildren are in Gladstone schools, first grade at John Wetten, 7th grade in Kraxburger, and sophomore in GHS.

BS Forest Management degree from OSU.

Hired by Highway Dept as a R/W Agent, stationed in Roseburg. My primary duties were forestry-related. At that time, State Parks was part of the Highway Department. My duties included assisting two other foresters in managing Highway and Parks timberlands, cruising and appraising timber for Parks' trades and sales, appraising timber and timberlands for highway property acquisition, as well as learning r/w agent skills.

When Parks was split from Highway Dept. in the mid 70's, I chose to go with Highway, the other two foresters went to Parks. My forestry-related duties decreased and appraisal, acquisition and property mgmt. increased.

In my 30-year career with ODOT I served in many capacities, first as a r/w agent-forester, property appraiser, property manager, senior r/w agent, then into management, first as a region r/w supervisor, relocation supervisor, r/w engineering supervisor, and assistant r/w manager. The last two years with ODOT I transferred to Region 1 (Portland Metro) as Technical Support Mgr. with a diverse staff including utilities engineers, bicycle ped. engineer, utilities engineers and construction inspectors.

I have had extensive training and experience reading understanding, and explaining project design engineering and impacts. I also worked extensively with design, traffic and construction engineers to obtain info for owners and convey suggested changes and modifications that would be helpful to the agency as well as to the property owners. We often advised project engineers on the impact and cost of design alternates. Other experience includes knowledge of property law and relocation law and procedures. I have appeared as an expert witness in several r/w litigation cases.

Upon retirement from ODOT I joined Universal Field Services (UFS) as a R/W Project Mgr. UFS provides right-of-way consulting services for public agencies. I'd planned to work for only a few years after retirement but ended up staying 19 years. My position was to manage property acquisition for public projects, managing the UFS r/w acquisition team, supervising, training, and approving their work. I managed acquisition

of property for several large projects, including TriMet's Red Line (to Clackamas Town Center) and the Orange Line (to Milwaukie), also a large BPA transmission line project near Umatilla, and the relocation of about 50 residents from a mobile home park in Roseburg for the Roseburg Airport. I also served on the Columbia River Bridge replacement project team as the R/W consultant until the project was cancelled several years ago.

Tami Bannick

From: Jacqué Betz
Sent: Monday, January 27, 2020 10:01 AM
To: City Council
Cc: Cathy Brucker; Tami Bannick
Subject: FW: The City's official bank

Councilor Reisner,

We will place this on the February 11th City Council Meeting.

Thanks,

Jacqué

From: Neal Reisner
Sent: Saturday, January 25, 2020 7:08 AM
To: Jacqué Betz <betz@ci.gladstone.or.us>
Cc: Tamara Stempel <tstempel@ci.gladstone.or.us>; Tami Bannick <bannick@ci.gladstone.or.us>
Subject: The City's official bank

Jacqué,

With the recent decision to add On-Point Credit Union as an official bank of deposit, I would request City staff to move all of it's banking away from US Bank to On-Point Credit Union and/or Clackamas Federal Credit Union. Both credit unions are locally based non-profits where it's members come first. Whereas, US Bank is a for-profit company headquartered in Minneapolis, Minnesota and its main goal is to make money for its stockholders.

Under Council Rules, a request like this needs Council approval so, please forward this to them and place it on next month's agenda. Thank you.

Neal Reisner
Gladstone City Council

City of Gladstone Staff Report

Report Date : March 3, 2020
Meeting Date : March 10, 2020
To : City Council
From : Jacque M. Betz, City Administrator

AGENDA ITEM:

Discussion on a process to address “correspondence” to elected officials and complaints against elected officials.

Proposal:

At the January 25, 2020 City Council retreat, City Attorney Chad Jacobs provided a review of Resolution 1129 which references the Gladstone City Council Rules. As part of that discussion Council members expressed a desire to formalize a process for addressing correspondence received and complaints against elected officials.

In the current City Council Rules *Section D (1). Agenda*, it states, the following:

1. The agenda headings for Council business meetings are generally as follows:
 - CALL TO ORDER
 - ROLL CALL
 - FLAG SALUTE & PLEDGE OF ALLEGIANCE
 - PUBLIC COMMITMENTS (on non-agenda items)
 - CONSENT AGENDA
 - **CORRESPONDENCE**
 - REGULAR AGENDA
 - BUSINESS TO BE CARRIED FORWARD
 - BUSINESS FROM THE COUNCIL
 - ADJOURNMENT

It is difficult to determine the intent of “correspondence” when it originated however, it could be surmised the intent came before the evolution of technology; letters were mailed to elected officials at City Hall, and then placed into the next City Council packet, under “correspondence”.

With advancements in technology it has been more efficient for staff to scan the information when received and e-mail it to the City Council. Oftentimes if there are issues that need to be addressed, staff is able to come to resolutions quicker.

It has already been determined that the City is required to accept anonymous correspondence however, it is not required to publicly read it or take any action on it. Here are some things to consider:

1. Do you want to keep “correspondence” on the agenda?
 - If yes, and it is placed in the next City council packet, do you want it read into the record at the next meeting?
 - If yes, does that include anonymous correspondence?

2. If “correspondence” is delivered to the City Council during a meeting will you read it into the record, or just accept it?
 - If you read it, does that include anonymous correspondence?

Process to Address Complaints Against Elected Officials.

In regards to addressing complaints against elected officials, the current Gladstone City Council Rules *Section G. Council Member Conduct* states, the following:

G. COUNCIL MEMBER CONDUCT

1. Representing City. If a Council member appears before another governmental agency, organization or media to give a statement on an issue, the Council member must state:
 - a. Whether the statement reflects personal opinion or is the official position of the City Council;
 - b. If the Council member is representing the City, the Council member must support and advocate for the official City position on the issue rather than a personal viewpoint.
 - c. Council members should obtain the appropriate permission before representing another Council member's view or position with the media.
2. Censure.
 - a. The Council may make and enforce its own rules and ensure compliance with city and state laws applicable to governing bodies. If a Council member substantially violates these rules or state law, the Council may take action to protect Council integrity and discipline the Council member with a public reprimand.
 - b. Before taking any action to publicly reprimand or censure a Council member, the Council must plainly state its concerns in writing or in an open meeting, and the Council member must have a reasonable opportunity to respond.
 - c. The Council may thereafter investigate the actions of any Council member and meet in in executive session to discuss any finding that reasonable grounds exist that a substantial violation has occurred. Under ORS 192.660(1)(b), the Council member under investigation may request an open hearing.

I consulted with the City Attorney, League of Oregon Cities, and City County Insurances regarding what other jurisdictions have in place, and this request is an anomaly; as only one county had adopted a procedure. I took their policy and modified it to fit a local municipality jurisdiction rather than a county jurisdiction. A draft of the policy is attached as Exhibit A.

Things to consider when reviewing the draft:

1. Do you want to amend the City Council Rules and remove *Section 2. Censure*, and insert a new *Section 2. Process to address complaints against elected officials*, or a variation of such?
2. Do you want to remove or add anything under *Possible Reasons to Investigate*?
3. Do want to remove or add anything under *Determination*?
4. Do you want to modify anything else in Exhibit A? {There are highlighted areas requiring additional clarification}.
5. Do you want this policy to apply to City volunteers?

Recommended Staff Action:

Staff recommends the City Council provide clarity on questions mentioned above and then staff will draft a resolution for the City Council to consider approving at the April 14, 2020 meeting.

Department Head Date:
Signature:

 3/4/2020

City Administrator Date:
Signature:

EXHIBIT A

PREAMBLE

If an alleged violation of City policies, laws or regulations by an Elected Official occurs, and it is brought to the attention of the Gladstone City Council (“GCC”) in the form of a written and authored complaint submitted in good faith or is otherwise disclosed to an Elected Official or City management, the claim shall be handled consistent with City policies and procedures, and is more specifically outlined below.

PURPOSE

To set forth general guidelines for a corrective action process aimed to document and correct inappropriate conduct that is detrimental to business operations and public interests of the citizens of Gladstone.

POLICY

The City seeks to establish and maintain standards of elected official conduct which will, in the interest of the City, employees, and the public, support and promote effective business operations and comply with applicable laws.

PROCEDURE

Once a complaint is received or the alleged violation is brought to the GCC’s attention, they shall immediately consult with the {City Administrator or another Elected Official not affiliated with the alleged violation?} and City legal counsel to assure that the appropriate procedure is followed prior to implementation of an investigation.

Possible Reasons to Investigate

Reasons that may require the City to begin an investigation include, but are not limited to, the following:

- Representing the City of Gladstone for official business under the influence of intoxicants or prescribed (non-prescribed) drugs. {Keep in mind that alcohol could be served at city/county functions; intent here is that it not become an impediment to representing the City}
- Conviction of a felony or misdemeanor when the conviction could impair the Elected Official’s effectiveness.
- Offensive conduct toward the public or employees or conduct unbecoming to the City.
- Violation of any City rule, policy, or procedure, including City Council Rules, state law, and/or City Charter.
- All forms of harassment, including retaliation.
- Misuse of City property.
- Dishonesty or theft.

Investigating the Complaint or Alleged Violation

When determined the best course by the GCC, the City shall hire a third party investigator to investigate the alleged violation. In general, the following steps will occur:

- Outline the allegations to the Elected Officials who is the subject of the investigation and ask him/her to present any facts or evidence in response. {Do you want to do this in executive session or have the third party investigator - meet with them?}
- Conduct a timely and thorough investigation.
- Interview all potential witnesses, who will be informed that the City cannot promise to keep all of the information he/she provides confidential.
- The investigation will be documented and will be retained by the investigator and/or the City.

Determination

If, at the conclusion of the investigation, it is determined by the GCC that, a violation occurred, the following options will be considered;

- A Corrective Action Plan
 - In consultation with the {City Administrator, or another Elected Official not associated with the alleged violation?} and City legal counsel, the City will develop an appropriate Corrective Action Plan for the Elected Official.
 - If implementation of the Corrective Action Plan is not successful, or the Elected Official refuses to implement such a plan, the separation process outlined shall be followed:
- Separation
 - The City Administrator and/or City legal counsel shall privately ask the Elected Official to voluntarily separate his/her duties with the City, which would include relinquishing the constitutional and state law requirements of the elected position.
 - Within ten (10) days, if the Elected Official does not separate from the City as outlined above, the City may;
 - Publicly request, in accordance with Oregon Revised Statute (ORS) 192.502(2), by resolution that the Elected Official resign due to the founded violations of policy.
 - A determination shall be made in accordance with ORS 192.502(2) whether or not in the particular instance it is in the public interest to release a redacted version of the investigation report to the public. If the determination is made that it is in the public interest, the report shall be released.

Do you want to include Censure as another option?

**CITY COUNCIL
MONTHLY
ACTIVITY
REPORTS**

COUNCILOR TRACY TODD

FEBRUARY 2020 – CIVIC ACTIVITY DETAIL

MEETINGS - ACTIVITIES

| | |
|-----------|---|
| 2/06/2020 | Monthly Meeting with C.A. Betz |
| 2/11/2020 | Regular City Council Meeting |
| 2/12/2020 | Gladstone School Board Meeting |
| 2/25/2020 | Tourism Strategy and Brand Work Session |

NOTES

COUNCILOR MATT TRACY

FEBRUARY 2020 – CIVIC ACTIVITY DETAIL

MEETINGS - ACTIVITIES

| | |
|------------|--|
| 02/10/2020 | Oak Lodge IGA Briefing |
| 02/11/2020 | Gladstone City Council Meeting |
| 02/11/2020 | Homeless Solutions Coalition of Clackamas County |
| 02/25/2020 | Council Work Session |
| 02/26/2020 | Portland Ave. Business Owners Meeting |
| 02/27/2020 | Clackamas County Cities Dinner |

NOTES

**PRELIMINARY
CITY COUNCIL
AGENDA
PLANNING
DOCUMENT**

| March 24, 2020 City Council Worksession 6:30 PM | | | |
|--|---|------------------------|--|
| | Joint work session with the City Council/Parks Board on annual work plan | PWD Whynot | |
| | Present the Traffic Safety Board annual work plan | Police Chief Schmerber | |
| | Present the Planning Commission annual work plan | CA Betz | |
| | Present the Senior Center Advisory Board annual work plan | SCM Black | |
| April 14, 2020 Regular City Council Meeting 6:30 pm | | | |
| | <ul style="list-style-type: none"> • Financials • Legal costs on projects • Minutes from previous Council meetings Department Head Monthly Reports (March) • Approval of an intergovernmental agreement between Clackamas County Sheriff's Office and the Gladstone Police Department for Special Weapons and Tactics Team. | | |
| | Consider approval of a Community Meeting Room Policy at the Gladstone Civic Center | CA Betz | |
| | Declare the ladder truck as surplus property | FC Huffman | |
| | Consider approval of a resolution to formalize a process to address correspondence materials and complaints against elected officials. | CA Betz | |
| | Consider approval of a lease agreement between the Gladstone Fire Department for office space | FC Huffman | |
| | | | |
| May 12, 2020 Regular City Council Meeting 6:30 pm | | | |
| | <ul style="list-style-type: none"> • Financials • Legal costs on projects • Minutes from previous Council meetings Department Head Monthly Reports (April) | | |
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Gladstone City Council Preliminary Agendas

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| June 9, 2020 Regular City Council Meeting 6:30 pm | | | |
| | <ul style="list-style-type: none"> • Financials • Legal costs on projects • Minutes from previous Council meetings Department Head Monthly Reports (May) | | |
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| To Be Set | | | |
| | Update the Traffic Signal Maintenance and Transportation Engineering Services IGA with Clackamas County | PWD Whynot | |
| | Oak Lodge Sewer District IGA with City of Gladstone | PWD Whynot | |
| Executive Session | ORS 192.610(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations | | |