

**GLADSTONE CITY COUNCIL MEETING  
CIVIC CENTER COUNCIL CHAMBERS  
June 9, 2020 – 6:30 PM**

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**6:30 p.m.**  
CALL TO ORDER  
ROLL CALL

Per the Governor's Executive Order 20-16, regarding compliance with Oregon's public meeting laws, this meeting will be held electronically by telephone. The call-in number is:

425-436-6307

Access Code: 479242

Members of the City Council, staff and public have access to this call.

If members of the public would like to comment on an agenda item, please email your comments to [bannick@ci.gladstone.or.us](mailto:bannick@ci.gladstone.or.us) prior to 12:00 p.m. (noon) on June 9, 2020.

The City Council will also have *Business From the Audience* at the end of the meeting. To speak during this time, please email [bannick@ci.gladstone.or.us](mailto:bannick@ci.gladstone.or.us) prior to 12:00 p.m. (noon) on June 9, 2020 with your topic of discussion and telephone number.

**AGENDA ADDITIONS OR CORRECTIONS**

**PROCLAMATION** – Gladstone High School Senior Class of 2020 Graduation

**CONSENT AGENDA:**

1. Approval of March 10, 2020 and May 12, 2020 Meeting Minutes
2. Approval of April Bank Balances
3. Budget Report for Period ending 04-30-2020
4. Approval of April Check Register
5. Legal Costs on Projects
6. Department Head Monthly Reports for May 2020
7. Appointment of Michael Milch to the Housing Advisory Committee
8. Approval of Resolution 1177 – Increase in 2019-2021 Biennial Budget for 2019-2020 Fiscal Year to Facilitate the Completion of the Senior Center Roofing Project

**CORRESPONDENCE:** None

**REGULAR AGENDA:**

**9. APPROVAL OF CONTRACT FOR MELDRUM BAR PARK DREDGING PROJECT**

Consider approving a public improvement contract in the amount \$161,075 for dredging at Meldrum Bar Park, Willamette River Mile 24.2 to Ross Island Sand & Gravel Co.

**10. ORDINANCE 1500 – AMENDING CHAPTER 12.18 OF GLADSTONE MUNICIPAL CODE (GMC) AMENDING TITLE AND ADDING LANGUAGE PROHIBITING ROLLER SKATING, SKATEBOARDING AND SMOKING IN PUBLIC BUILDINGS OR FACILITIES**

Consider approving Ordinance 1500 – amending Chapter 12.18 of the GMC amending the title and adding language prohibiting roller skating, skateboarding and smoking in public buildings or facilities

**11. ORDINANCE 1501 – AMENDING TITLE 13 OF THE GLADSTONE MUNICIPAL CODE (GMC) BY REMOVING WATER, SEWER AND STORM WATER UTILITY RATE DISCOUNTS AND INCORPORATING DISCOUNT REFERENCES INTO THE MASTER FEE SCHEDULE**

Consider approving Ordinance 1501 - removing the Low Income Utility Billing Assistance from Chapter 13.12 of the GMC and placing it in the Master Fee Schedule

**12. RESOLUTION 1178 – ADOPTING A REVISED MASTER FEE SCHEDULE AND REPEALING RESOLUTION 1172**

Consider approving Resolution 1178 – Adopting a revised the Master Fee Schedule and repealing Resolution 1172.

**13. POSSIBLE TEXT AMENDMENT TO TITLE 17**

A memo will be provided by the City Attorney and City Administrator as to why a text amendment to Title 17 is being recommended to the Planning Commission regarding off street parking requirements for the new library.

**14. DISCUSSION OF APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS**

- a. Audit Committee – two vacant positions
- b. Budget Committee – three vacant positions
- c. Library Advisory Board – two vacant positions
- d. Senior Center Advisory Board – one vacant position
- e. Traffic Safety Advisory Board – two vacant positions

**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**

**EXECUTIVE SESSION:** ORS 192.660 (2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations. **The executive session will have a separate conference call-in number.**

**ADJOURN**

**Upcoming Meeting Dates:**

- June 23, 2020 - City Council Work Session 5:30 p.m.
- July 14, 2020 – City Council Regular Meeting, 6:30 p.m.

CITY OF GLADSTONE

PROCLAMATION

**WHEREAS**, in March 2020 our country was faced with an unprecedented coronavirus pandemic that eliminated the possibility of our amazing seniors to participate in a traditional graduation milestone; and

**WHEREAS**, June is High School Graduation Month and an excellent opportunity to come together as a community and give our 2020 seniors extra recognition on their accomplishment, and

**WHEREAS**, it is an opportunity for acknowledging the adverse situations being presented to graduating seniors and paving the way toward improving the quality of life for young people with a graduation diploma, and

**WHEREAS**, the pandemic has temporarily disrupted their educations and plans for the future, families, friends, neighbors, and educators should encourage everyone to focus on the abilities of our young people, and honor their hard work, and

**WHEREAS**, we encourage all citizens to support opportunities for graduating seniors in our community that include higher education, housing, employment and recreational activities, and

**WHEREAS**, the most effective way to honor graduating seniors is through everyone's active participation in community activities and the openness to learn and acknowledge each individual's abilities, talents, and contribution and the importance of education.

**NOW, THEREFORE**, I, Tammy Stempel, Mayor of Gladstone, on behalf of the Gladstone City Council and citizens of Gladstone; specifically, the graduating seniors, acknowledge the new uncertainties introduced by the pandemic, and hereby proclaim the week of June 8-12, 2020 as

*Gladstone High School Senior Recognition Week*

within the City of Gladstone. We encourage all citizens to take time to get to know a graduating senior, recognize their aspirations and contributions and honor them and their journey of education. No one will ever be able to replace this special graduating class.

\_\_\_\_\_  
Tamara Stempel, Mayor

Date: \_\_\_\_\_

Attest

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

<i>Dylan</i>	<i>Adolf</i>	<i>Chloe</i>	<i>Durrin</i>
<i>Danny</i>	<i>Alejo</i>	<i>Carlos</i>	<i>Dzib</i>
<i>Dessie</i>	<i>Alvarado</i>	<i>Alexandro</i>	<i>Echavarria</i>
<i>Janessa</i>	<i>Amato</i>	<i>Natasha</i>	<i>Engeldinger</i>
<i>Sophia</i>	<i>Ameripour</i>	<i>Logan</i>	<i>Evans</i>
<i>Jami</i>	<i>Anderson</i>	<i>Zack</i>	<i>Fairfield</i>
<i>Kara</i>	<i>Archer</i>	<i>Aaliyah</i>	<i>Feinberg</i>
<i>Aaliyah</i>	<i>Asad</i>	<i>Benji</i>	<i>Fergus</i>
<i>Taylor</i>	<i>Ashbaugh</i>	<i>Jacob</i>	<i>Fowler</i>
<i>Rose</i>	<i>Barbour</i>	<i>Brady</i>	<i>Fox</i>
<i>Brock</i>	<i>Baseel</i>	<i>Paige</i>	<i>Frisk</i>
<i>Zachary</i>	<i>Bays</i>	<i>Evie</i>	<i>Garver</i>
<i>Phoenix</i>	<i>Benedetti</i>	<i>Evan</i>	<i>Gassman</i>
<i>Madison</i>	<i>Brady</i>	<i>Jenifer</i>	<i>Gayner</i>
<i>Lilly</i>	<i>Brazer</i>	<i>Mahad</i>	<i>Ghani</i>
<i>Paige</i>	<i>Breuer</i>	<i>Brenden</i>	<i>Gietzen</i>
<i>Austin</i>	<i>Brewster</i>	<i>Karla</i>	<i>Gonzalez</i>
<i>Ethan</i>	<i>Bulisco</i>	<i>Andrew</i>	<i>Gray</i>
<i>Nate</i>	<i>Burlingame</i>	<i>Logan</i>	<i>Greco</i>
<i>Tyler</i>	<i>Butler</i>	<i>Kiki</i>	<i>Green</i>
<i>Maia</i>	<i>Candia</i>	<i>Tucker</i>	<i>Hall</i>
<i>Hayden</i>	<i>Carey</i>	<i>Charles</i>	<i>Handley</i>
<i>Isis</i>	<i>Ceaser</i>	<i>Eric</i>	<i>Hanson</i>
<i>Fatima</i>	<i>Chairez</i>	<i>Blake</i>	<i>Harman</i>
<i>Malia</i>	<i>Chan</i>	<i>Chad</i>	<i>Haugen</i>
<i>Reanna</i>	<i>Charriere</i>	<i>Maia</i>	<i>Hawkins</i>
<i>Paulo</i>	<i>Chavarin</i>	<i>Kenzie</i>	<i>Haws</i>
<i>Abby</i>	<i>Cole</i>	<i>Maya</i>	<i>Hegedus</i>
<i>Hayden</i>	<i>Coy</i>	<i>Josh</i>	<i>Heywood</i>
<i>Sebastion</i>	<i>Cummins</i>	<i>Charlie</i>	<i>Hill</i>
<i>Andrew</i>	<i>Czernik</i>	<i>MaKenna</i>	<i>Hintz</i>
<i>Audrey</i>	<i>Darus</i>	<i>Jacksen</i>	<i>Hunt</i>
<i>Naomi</i>	<i>Dehealean</i>	<i>Dylan</i>	<i>Huston</i>
<i>Alex</i>	<i>De-lorme</i>	<i>Jaxon</i>	<i>Jedrykowski</i>
<i>Seth</i>	<i>Dewall</i>	<i>Derek</i>	<i>Johnson</i>
<i>Eduardo</i>	<i>Diaz</i>	<i>Brian</i>	<i>Kletecka</i>
<i>Marvin</i>	<i>Diaz</i>	<i>Ally</i>	<i>Koff</i>
<i>Nyaira</i>	<i>Dilsaver</i>	<i>Kylee</i>	<i>Kupper</i>
<i>Dilan</i>	<i>Dodds</i>	<i>Zora</i>	<i>Kurzenhauser</i>
<i>Riley</i>	<i>Doolittle</i>	<i>Sophia</i>	<i>Lancaster</i>
<i>Maria</i>	<i>Downey</i>	<i>Josie</i>	<i>Landrus</i>

<i>Ellie</i>	<i>Lane</i>	<i>Nick</i>	<i>Robinson</i>
<i>Alma</i>	<i>Leal</i>	<i>Monica</i>	<i>Robles</i>
<i>Hunter</i>	<i>Lehman</i>	<i>Carlos</i>	<i>Rodriguez</i>
<i>Emily</i>	<i>Lind</i>	<i>Arienne</i>	<i>Rowland</i>
<i>Cassidy</i>	<i>Madrid</i>	<i>Nelson</i>	<i>Salem</i>
<i>Joseph</i>	<i>Marl</i>	<i>Dayana</i>	<i>Sanchez</i>
<i>Berkeley</i>	<i>Maxwell</i>	<i>Yvonne</i>	<i>Schaleger</i>
<i>Liberty</i>	<i>McCarthy</i>	<i>Mason</i>	<i>Scheehean</i>
<i>Zoe</i>	<i>McCarty</i>	<i>Aly</i>	<i>Schlichting</i>
<i>Isaac</i>	<i>Melchor</i>	<i>Frankie</i>	<i>Schwartz</i>
<i>Zoey</i>	<i>Mertens</i>	<i>Hannah</i>	<i>Shaw</i>
<i>Kiera</i>	<i>Meulners</i>	<i>Claire</i>	<i>Shields</i>
<i>Hudson</i>	<i>Meyer</i>	<i>Grant</i>	<i>Shrum</i>
<i>Aila</i>	<i>Mickels</i>	<i>Sierra</i>	<i>Shultz</i>
<i>Sebastian</i>	<i>Mitoma</i>	<i>Kyle</i>	<i>Slye</i>
<i>Jacob</i>	<i>Moore</i>	<i>Kylee</i>	<i>Smith</i>
<i>Kyle</i>	<i>Muir</i>	<i>Stefan</i>	<i>Smith</i>
<i>Jenna</i>	<i>Myers</i>	<i>Ashbie</i>	<i>Snowden</i>
<i>Denali</i>	<i>Nelson</i>	<i>Ashton</i>	<i>Snowden</i>
<i>Rylee</i>	<i>Nordby</i>	<i>Parker</i>	<i>Spitz</i>
<i>Kallie</i>	<i>Obermire</i>	<i>Tyler</i>	<i>Stinson</i>
<i>Brie</i>	<i>Olson</i>	<i>Kiza</i>	<i>Storer</i>
<i>Misael</i>	<i>Ordonez Carrillo</i>	<i>Chrysta</i>	<i>Stratton</i>
<i>Kalea</i>	<i>Ortiz</i>	<i>D'Vyne</i>	<i>Thompson</i>
<i>Skye</i>	<i>Palacios</i>	<i>Simon</i>	<i>Tidrick</i>
<i>Karsyn</i>	<i>Parman</i>	<i>Huan Huan</i>	<i>Tomaszewski</i>
<i>JP</i>	<i>Peterson</i>	<i>Leandro</i>	<i>Torres</i>
<i>Taryn</i>	<i>Pinner</i>	<i>Alex</i>	<i>Turanski</i>
<i>Allyson</i>	<i>Pope</i>	<i>Cameron</i>	<i>Ulam</i>
<i>Rachel</i>	<i>Powell</i>	<i>Genae</i>	<i>Vanek</i>
<i>Hayden</i>	<i>Pugh</i>	<i>Chloe</i>	<i>Villanueva</i>
<i>Kevin</i>	<i>Randall</i>	<i>Ulysses</i>	<i>Vizcaino-Cervantes</i>
<i>Morghan</i>	<i>Rash</i>	<i>Chael</i>	<i>Williams</i>
<i>Emma</i>	<i>Reese</i>	<i>Devon</i>	<i>Williams</i>
<i>Kirsten</i>	<i>Reidsma</i>	<i>Katherine</i>	<i>Wilmot</i>
<i>Alden</i>	<i>Rivers</i>	<i>Cameron</i>	<i>Wood</i>
<i>Gwyn</i>	<i>Roberson</i>	<i>Garrett</i>	<i>Wright</i>
<i>Maggie</i>	<i>Roberts</i>	<i>Daniel</i>	<i>Zverev</i>





## **CONSENT AGENDA**





## **GLADSTONE CITY COUNCIL MEETING MINUTES of March 10, 2020**

Meeting was called to order at 6:30 PM.

### **ROLL CALL:**

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

### **ABSENT:**

Councilor Neace, Councilor Todd

### **STAFF:**

Jacque Betz, City Administrator; Hayley Kratz, Office Assistant; Joy Fields, Senior Planner; John Schmerber, Police Chief; Chad Jacobs, City Attorney

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Mayor Stempel called the meeting to order and went over the meeting agenda.

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

Ms. Betz said there was a correction on Item #16 – under “Audit Committee” – Jeremy Riddle has withdrawn his application.

### **PRESENTATION – SWEARING IN OF NEW POLICE OFFICER:**

Police Chief Schmerber introduced Officer Daniel Winters Jr. and gave some background information. Officer Winters was sworn in by City Attorney Chad Jacobs.

### **PRESENTATION – CITIZEN LIFESAVING AWARD:**

The Citizen Lifesaving Award was presented to Faith Holloway by the Gladstone Fire Department. On November 10<sup>th</sup> of 2019 Mrs. Holloway, along with a number of first responders, provided assistance to Roger Holloway during his cardiac arrest that allowed him to make a full recovery. Mrs. Holloway performed CPR on her husband, with coaching from Dispatcher Schultz, until the Police and Fire Departments arrived.

The following first responders received certificates of commendation: CCOM Dispatcher Victoria Schultz, Gladstone Fire Department Engine 391 Crew: Captain Patrick Brost, Firefighter/EMT Jesse Person, and Firefighter Austin Krieger; Gladstone Squad 390: Captain Richard Newton and Firefighter/EMT Jared Sturzenegger; the AMR ambulance crew: Paramedic Al Bacon and EMT Brian Malden; and Police Officers Mark Herkamp and Andy Hutchinson.

### **STATE OF THE CITIES ADDRESS:**

Mayor Stempel said the City has a new Fire Chief and a new Police Chief, along with new Department leadership and a K-9 core. The Senior Center has returned to full operation, continuing as the community hub, and will be getting an exterior makeover this year. They will be expanding the generational programs and partnership with the school district.

The City Council has made communicating with the public a priority. They are spreading the news to every home and business via the City newsletter, newspaper coverage, public open houses, social media, and other communications channels.

The citizens are involved in City business like never before. Decisions today are not being made in a vacuum – they want everyone to be part of the respectful discussion.

There are many projects underway right now. The first one is the new Gladstone Civic Center, which will be completed in April. This will house City Hall and the Police Department; replacing the existing building. This project is the City's first to be constructed using the streamline progressive design build approach. Funding for this project is through the Gladstone Urban Renewal Agency, along with full faith and credit notes and cash reserves. No additional property tax dollars are required. The total project cost is \$13,000,000. This project was voted on and approved by the citizens of Gladstone. The building is constructed to current seismic standards and that extra margin of safety is critical for our Police force and emergency command when a disaster strikes. The building is the first step in the need for community preparedness.

Gladstone's elected officials are committed to fixing the antiquated and failing infrastructure. Water, sewer, and storm water systems are in poor to desperate condition due to long deferred maintenance and lack of timely replacement. They recently approved a phased in approach to utility rates needed to begin fixing the failing pipes, pump stations, and storage tanks. These investments are needed to maintain reliable water and sewer services. Gladstone received grant funds (CDBG) to completely reconstruct street and utility work along a two-block section of E. Clarendon. The work included demolition and construction of streets, sidewalks, ramps, and driveways. The utility work included installation of new sanitary sewer, storm drain, and water system improvements.

The City also executed an agreement with the Department of Environmental Quality (DEQ) allowing the City to make thoughtful and incremental capital improvements to correct deficiencies and protect the environment.

Their 2020 vision also shows the importance of Gladstone's connections to our neighboring communities. Clackamas County and the City of Gladstone have agreed on a plan to bring a new library to our community. The employees have been transferred to the County and a Library Planning Task Force is involved with the design and programming phase for a 6,000 square foot library to be constructed where the current City Hall sits. The current building will be torn down.

They are updating the IGA's with Water and Environmental Services and Oak Lodge Water to make sure the utility customers get the best, most economical service. WES also established a Tri-City Good Neighbor fund that will help complete projects both in Gladstone and Oregon City that will advance environmental restoration, economic development, and community improvement opportunities in a defined area known as the Tri-City Waste Water Recovery Region. The Parks and Recreation Board are actively looking at projects that would comply with their requirements. The outcome of this partnership is to build a greater community together through strategically agreed upon projects that support our economy, ecology, and the community as a whole.

They have projects on the horizon that will have a positive and significant impact on our citizens. A replacement for the historic Trolley Trail Bridge, allowing pedestrians and bicyclists the opportunity to directly connect to our neighbor, Oregon City. This project will be paid for with Regional Transportation funds. An affordable housing project, which is the first in Clackamas County that is tied to Metro's \$650 million dollar affordable housing bond, is being built in Gladstone. The mission for this fund is to house people who might otherwise be homeless. Gladstone's project will be for senior citizens with a priority given to Gladstone residents. They will continue to finalize the Housing Needs Analysis and create a community engagement strategy to find thoughtful solutions for affordable housing. They have received a \$350,000 grant that will enable them to dredge the boat launch at Meldrum Bar Park where sand bars have made the channel impassable.

They have dreams such as promoting trails and wildlife viewing areas at the Rinearson Creek restoration area, Gladstone Nature Park, and along the rivers, revitalizing the downtown core and providing support to

the existing businesses, enhancing the emergency management roles and engaging the community with its preparedness, completing a tourism and branding strategy for Gladstone, and launching a grass roots core of community volunteers. Gladstone's vision for 2020 and beyond are safe, thriving, healthy, highly qualified, engaged, accountable, livable, financially stable, vibrant, and continually improving.

Mayor Stempel feels that 2020 will be remarkable and our best ever. She is passionate about the progress we are making and committed to seeing that progress continue. She is speaking on behalf of the City Council and City staff. They are a team and that team also includes in the citizens of Gladstone.

#### **CONSENT AGENDA:**

1. Approval of February 11, 2020 Regular Meeting Minutes
2. Approval of January Bank Balances
3. Budget Report for Period ending 1-31-20
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 relating 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 of Gladstone for Fiber Optic Service

Councilor Reisner asked to pull #9 for a question.

*Councilor Tracy made a motion to approve Consent Agenda items #1 - #8 and #10. Motion was seconded by Councilor Mersereau. Motion passed unanimously.*

Councilor Reisner asked about page 9-2, paragraph 1, description of services to be provided, the first bullet point about an "exhibit A" isn't included. Chief Schmerber said this is a generic IGA that Lake Oswego did for almost every jurisdiction in Clackamas County. It is talking about confirming warrants for them – it doesn't include entering property/vehicles/persons into LEADS (Law Enforcement Data System). Ms. Betz recommended striking the last part of that sentence when they approve it and take out "as outlined on the attached exhibit A".

*Councilor Reisner made a motion to approve Consent Agenda Item #9, striking out the last part of the sentence under paragraph 1, "as outlined on the attached exhibit A" and the next bullet point after "as set forth in exhibit A". Motion was seconded by Councilor Mersereau.*

Discussion: Councilor Reisner asked if the City Attorney had reviewed this IGA – they had.

*Motion passed unanimously.*

#### **CORRESPONDENCE:**

11. Anonymous letter questioning voting history of elected official.

Mayor Stempel wanted everyone to understand that in order for their correspondence to be considered in the current Council packet it must be received no later than the Tuesday before the meeting. Anything after that will not be considered this month, but will be included in the next month's packet. They want to be

sure to have enough time to consider all the documents supplied and receiving them at the last minute doesn't allow them to do that.

Mayor Stempel read the letter aloud:

“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.”

Mayor Stempel wanted to comment on the letter. She said she is not going to change the way she runs the meetings because of an anonymous letter. When she votes no she makes a point of doing a roll call vote most of the time so that it's clear how everyone voted. If she didn't vote yes on something when the minutes came out at the next meeting she would be the first one to ask for a correction. She looks at her papers in order to stay on top of things during the meetings so she is not being sneaky.

Councilor Ripley asked the City Attorney what constitutes a vote – does not saying anything count as a yes? Mr. Jacobs said typically speaking you need to make an affirmative action to vote yes on something or a negative reaction to say no on something. If you want to abstain you would typically state that. When you are doing a voice vote any type of acknowledgement constitutes the affirmative vote. When the Mayor asked for “opposed” and there is no response that clarifies for the most part that everyone was presumed to be in favor. If someone is truly not voting and staying silent all the time then that is an issue that the Council could address but he hasn't noticed that going on here. Councilor Tracy said he has heard the Mayor vote, but sometimes you get sidetracked and you may not say “yes” as loud or as quickly as possible. He doesn't see this as a concern and feels they have spent way too much time on this. Councilor Mersereau said as being a Mayor or a Chair in the past for quite a few meetings, one thing he didn't like about being Mayor was that he couldn't participate in the meeting as much as he would have liked – he was more worried about facilitating the meeting. Ms. Betz said that some cities only have the Mayor vote in a tie situation.

## **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 (GMC) – ACCESSORY DWELLING UNITS (ADU'S) – TO BECOME COMPLIANT PER HOUSE BILL (HB) 2001;**

Ms. Betz introduced Joy Fields. Ms. Fields went over the staff report. The GMC has provisions in the residential zoning districts for allowing accessory dwelling units for primary residences to have a smaller detached or attached accessory dwelling unit on the same parcel of land. In 2017 Senate Bill 1051 was adopted by the State Legislature and it required that municipalities within urban growth boundaries allow ADU's for every primary dwelling that is there and that regulations pertaining to housing were clear and objective or have a clear and objective pathway. Senate Bill 1051 allowed local jurisdictions to have reasonable regulations pertaining to ADU's. In 2019 HB 2001 passed and it determined that requiring an additional parking space for ADU's and requiring owner occupancy for either the primary dwelling or the ADU were not reasonable regulations, therefore they are not allowed by local jurisdictions. This came into effect in January. The Planning Commission reviewed Chapters 17.10 and 17.12 related to residential zoning districts

and they considered a lot of options. Ms. Fields went over those options. They determined that an in-depth review of the code would be necessary and that it would be beneficial to have public engagement, model code, and thorough/comprehensive look at housing if any further changes were going to be made to these sections. On February 18<sup>th</sup>, 2020 they recommended removing the requirement that ADU's have an additional parking space and have an owner occupancy deed restriction on the books unless they are used as vacation rentals. This was added to the end of the section of Chapter 17.10 and 17.12 related to ADU's. Staff would be looking at site plans and determining if the ADU's have the additional parking space and deed restriction of owner occupancy at the time they are being used as vacation rentals. Since February 18<sup>th</sup> the City Attorney provided comments that it appeared to be appropriate, but "vacation rentals" was not defined. City Council will need to discuss whether a definition for vacation rentals would be something they would want to look at tonight or if it would be something they would like the Planning Commission to consider and bring back later.

Staff recommends that City Council accepts the recommendation from the Planning Commission that is focused on the amendments related to parking and owner occupancy for ADU's in the R-5 and R-7.2 residential zoning districts. There is also a slight change to a title: The code currently has the building code as the "Uniform Building Code" – that title is no longer what is used for the building code requirements for residential units. Now it is the "Oregon Residential Specialty Code" that is used when the Building Department reviews any changes to a residential structure. She wanted the Council to know there are changes that are needed in addition to these and they will see those changes to the code related to housing and ADU's.

Ms. Betz said they are recommending doing these proposed changes now to get us current with HB 2001. They are working on the Housing Needs Analysis and the code audit and the DLCDC will have a model code out at the end of this year so the Planning Commission can go through the comprehensive review.

Councilor Tracy asked for clarification on changing the code. Ms. Betz said tonight they can approve the ordinance and they can deal with the definition as they do a comprehensive review. Mayor Stempel opened the public hearing at 7:25 p.m.

**PUBLIC COMMENTS:**

None.

*Councilor Tracy made a motion to close the public hearing. Motion was seconded by Councilor Reisner. Motion passed unanimously.*

Councilor Mersereau said he attended the Planning Commission meeting and they had many questions regarding what they were looking at. He recommends approving the changes. Councilor Ripley asked what happens if you build a little house on your property and then a year later decide you don't want a vacation rental and want to turn it into a rental house. Ms. Betz said on a vacation rental the owner has to have a business license and they can collect the transient lodging tax. The purpose of this law is to allow more affordable housing opportunities. Mr. Jacobs added that if you had a long-term rental you do not have the restrictions you have with vacation rentals (deed restriction and off-street parking requirement).

*Councilor Tracy made a motion to approve Ordinance 1499, an Ordinance amending Chapter 17.10 and 17.12 of the Gladstone Municipal Code removing owner occupancy and parking requirements for accessory dwelling units (ADU's) as required by House Bill (HB) 2001. Motion was seconded by Councilor Reisner. Ms. Kratz took a roll call vote: Councilor Ripley – yes.*

*Councilor Tracy – yes. Councilor Reisner – yes. Councilor Mersereau – yes. Mayor Stempel – yes. Motion passed unanimously.*

*Second Reading:*

*Councilor Reisner made a motion to approve Ordinance 1499, an Ordinance amending Chapter 17.10 and 17.12 of the Gladstone Municipal Code removing owner occupancy and parking requirements for accessory dwelling units (ADU's) as required by House Bill (HB) 2001. Motion was seconded by Councilor Tracy. Ms. Kratz took a roll call vote: Councilor Ripley – yes. Councilor Tracy – yes. Councilor Reisner – yes. Councilor Mersereau – yes. Mayor Stempel – yes. Motion passed unanimously.*

**13. RESOLUTION 1174 – DESIGNATING TRUCK ROUTES FOR GLADSTONE:**

Police Chief Schmerber said this is to amend Resolution 718, designating truck routes within the City of Gladstone. They are focusing on preventing through truck traffic also. This was a 2019 goal of the Traffic and Safety Advisory Board. They are asking to maintain I-205 from 82<sup>nd</sup> Drive down to 99E/McLoughlin Blvd. within the City limits as a truck route and also designate 99E/McLoughlin Blvd. a truck route from the north City limits to the south City limits and prevent through truck traffic throughout the middle of the City with the exception of local deliveries only. He sees this as a safety concern and doesn't believe that tractor trailers need to come through the City from I-205 to 99E/McLoughlin as a short cut unless there is a reason for them to get there. They have stopped several trucks recently after receiving complaints that they have been using Arlington Street very early in the mornings. There will need to be signage posted before they can enforce this. He is recommending Option 3, which authorizes the designation of both I-205 and 99E/McLoughlin to include no through traffic within the City except for local deliveries. ODOT's definition of a truck is a vehicle with gross vehicle weight of 10,000 pounds or more that is required to have a commercial driver's license or vehicle markings by ODOT. Chief Schmerber said they are looking at tractor trailers and typically not box trucks.

There was discussion regarding mapping apps that indicate truck routes.

*Councilor Reisner made a motion to approve Resolution No. 1774, a resolution amending Resolution No. 718, to designate a portion of Interstate 205 between the interchanges of Gladstone/82<sup>nd</sup> Drive, and Oregon City/McLoughlin Boulevard and McLoughlin Boulevard from the south City limits to the North City limits as the designated truck route for the City of Gladstone and prohibiting through truck traffic within the City with the exception of local deliveries. Motion was seconded by Councilor Ripley. Motion passed unanimously.*

**14. REGIONAL WASTEWATER SYSTEM COOPERATIVE AGREEMENT:**

Mayor Stempel said this was the first thing she started doing when she became Mayor because the wastewater agreement was falling apart. This agreement allows an elected official from Gladstone to serve on an advisory body and to participate in the discussions. There is no cost impact. It will be reviewed in a year.

**PUBLIC COMMENTS:**

Steve Johnson said this IGA does nothing and changes nothing. He said the City of Gladstone will have no more say in the rates of the WES service area or the cost of expansion than it does right now through existing advisory committees. The sewer district is governed by the Clackamas County Commission and with one possible exception none of the Commissioners live in the WES service area. Their final decisions do not effect them personally. He feels this is wrong. The Clackamas County Commission previously merged our sewer district with one that serves Happy

Valley and Milwaukie without our consent. He said the merger diluted and minimized our financial investment in the processing plant in Oregon City. It has also resulted in a larger processing plant that emits more odors, specifically the ammoniated odors that occasionally waft over Gladstone. The only way to change this and to make final decisions as part of an actual governing body is to change state law. He is disappointed that our City has not lobbied our state representatives in this regard. He knows firsthand that they are open to discussing this issue with Gladstone. He would like to ask that the Council not approve this IGA until it is clearly stated that all final decisions related to the governance of the WES service district are made by the Clackamas County Commission. This fact is nowhere to be found in the IGA that is before the Council. He said there is absolutely no reason to hide it.

*Councilor Reisner made a motion to approve the Intergovernmental Agreement (IGA) between Water Environmental Services (WES) and the City of Gladstone related to the Regional Wastewater System Cooperative Agreement. Motion was seconded by Councilor Tracy.*

Discussion: Councilor Mersereau said in relation to WES that it appears that all of the information is not given out. He believes that if you have people in the discussion you can improve things and this could be a start to asking questions. Councilor Reisner agreed and feels they should approve this and maybe we can get things changed in the future. Mayor Stempel said that now Gladstone is represented at the table, along with all of the cities that are in the Tri-City Sewer District.

*Motion passed unanimously.*

**15. APPOINTMENTS TO BOARDS, COMMITTEES AND COMMISSIONS:**

a) Audit Committee:

One application received for two vacant terms. The applicant has withdrawn his application.

b) Library Advisory Board:

One application received for two one-year terms.

c) Traffic Safety Advisory Board:

One application received for two vacant terms.

Councilor Ripley feels they should have a better evaluation process on people who are applying. He feels that if you know someone on the Council you have a chance to get appointed, but if you didn't know a Councilor you wouldn't have a chance. Councilor Reisner said that previously the Library Board did interview prospective applicants but it was discussed and revamped two years ago. He said they have been struggling with getting people to volunteer at all. Mayor Stempel said she would like to see an interview process. Councilor Tracy agreed with Councilors Reisner and Ripley. He feels the process needs to be slowed down a little bit. He likes the idea of vetting people. He feels they should put together another process for the future. Councilor Mersereau said they could call and interview applicants if they desire.

*Councilor Ripley made a motion to hold this over and come up with a more defined process. Motion was seconded by Councilor Tracy.*

**PUBLIC COMMENTS:**

Michael Milch said that in recent years they have had fewer applicants than vacant positions and that was often the reason given for postponing the appointments. He said in December they had a sitting member of the Library Board whose term was to end in December of 2019 who applied to renew his term but when the Council decided to postpone appointments to the Library Board that person's application was not considered at that time. He said there was a similar situation with the Audit Committee. He wants to be sure that if they give an extension to these applications

that they have some understanding of whether citizens who applied are still under consideration or if their applications are deemed to be no longer valid. He favors acting on the two applications tonight.

There was discussion regarding the application from Dr. Bryce Colson.

*Motion passed unanimously.*

It was agreed to discuss this at next month's meeting.

**16. DISCUSS CITY BANKING SERVICES:**

Councilor Reisner said for many years they had at least two banks in town that the City used for their banking. Currently there is only one commercial bank in town. He said there are credit unions close by (CFCU and OnPoint). He belongs to both and he knows the good things they do for the community. He feels that the credit unions answer to the membership and monies go back into membership whereas U.S. Bank is a commercial bank. He would like to ask staff to look into switching to a credit union that is more community based.

Mayor Stempel said if the Council agrees this would have to go out for an RFP process. Ms. Betz said she put together some procurement of banking services requirements because they can't just choose a bank - it's a comprehensive process that takes approximately six months. She said that staff agrees with him that the City has not gone out and done a request for qualifications in a very long time. Councilor Mersereau said this is not just a staff thing – it can effect all or half of the City's employees. He recommends that they look at this next year as part of the strategic planning meeting.

Ms. Betz suggested having the Audit Committee or Budget Committee assist them with this. Councilor Tracy asked if we would be able to call for a local investment portfolio for each of these banks – Ms. Betz said they could consider that as part of the RFQ or RFP. She said this is one of her reasons that she will be coming to the Council as to why they need to hire a Finance Director – so they have someone with that level of expertise to help do this kind of work for the City. It was agreed to hold this over until the strategic planning meeting in January.

**17. REVIEW DRAFT PROCESS FOR PROCESSING CORRESPONDENCE MATERIALS AND COMPLAINTS ON ELECTED OFFICIALS:**

**Correspondence:**

Ms. Betz said they are attempting to formalize a process so that at each Council meeting they are not trying to figure out what to do with correspondence. She is asking for guidance regarding the handling of correspondence and to have a different formalized process for handling complaints that come with elected officials. According to City Council Rules correspondence is included in the meeting agendas. She is asking if the Council still wants to have correspondence on the agenda. Currently, when they receive correspondence (mail or email) they are able to get it to the Council quickly via email (it would be available to the public). Councilor Tracy wanted to clarify that there will still be Public Comments on the agenda and anyone can send correspondence to the City. Ms. Betz said that if someone sends correspondence regarding an agenda item that would be put in the packet under that agenda item.

*There was discussion and it was agreed that the Council Rules should be amended and correspondence will not be included in the meeting agendas.*

**PUBLIC COMMENTS:**

Bill Osburn said he hopes this will do away with a lot of squabbling and a lot of the stuff that results in anonymous letters. He agrees that if the correspondence has to do with an agenda item then maybe it's worth reading into the record. He feels that the anonymous letters don't do anybody any good. Regarding complaints he hopes that as elected officials if there are complaints that could either be done in the open or using a third party investigator. He feels that if there is a complaint it should be looked at seriously and impartially and if there is an issue there it is addressed and then we move on. He appreciates the Council doing this – he has been asking for it for a while.

**Process to Address Complaints Against Elected Officials:**

Ms. Betz went over what they have currently in the City Council Rules under Section G, "Council Member Conduct". She said they have had complaints but the Council has not made a decision on whether or not they wanted to use this section. She gathered information from other jurisdictions regarding their rules/process. She is asking if the Council wants to continue with what is currently in the City Council Rules and use them or if they want to adopt something separate, like Exhibit A in her staff report. She went over Exhibit A. Any complaint to be investigated has to be in the form of a written and authored complaint. She is asking if they want the City Administrator or another elected official not affiliated with the alleged violation to be part of it. Mayor Stempel thinks this is a great idea – that way they are not in the middle of it and it's not on their shoulders to make these decisions because it's an uncomfortable place to be to censor one of their own. Councilor Tracy would like to table this – there is some language he would like to discuss and get more information on. He thinks it's a good direction. Ms. Betz clarified that tonight they are only having a conversation and she would bring something back at a later date for the Council to adopt. She needs direction to move forward on the highlighted areas of her staff report. It was agreed to table this and put it on the agenda for the May Council meeting. Councilors will provide feedback to Ms. Betz prior to the May Council meeting.

**PUBLIC COMMENTS:**

Natalie Smith said if they are doing policies for Council Rules she thinks it's important to consider that there should be some guidelines for people who get up and address the City Council because as observers and audience members they should speak to them with respect and any criticism should be done in an appropriate manner. She hopes that when they look at setting policy that it is important to look at how elected officials are spoken to.

**BUSINESS CARRIED FORWARD:**

Mayor Stempel said the intersections at the end of Max Patterson Park on Cornell/Exeter/Fairfield are currently two-way stops. Four-way stops were recommended by both the Traffic Safety Advisory Board and the Parks & Recreation Board and approved by the City Council but they were told they needed a traffic study in order to add the additional stop signs. She has an issue with that because there are no sidewalks in that area, cars are parked along all the streets and pedestrians are walking in the middle of the street. There are three times during school hours where the intersections are incredibly busy. In the summer it's also very busy because of the park. She feels that traffic has to be slowed down and this is the simplest and easiest way to do that. She could not find any federal rules preventing this. Councilor Reisner said the stop signs at E. Clarendon/Chicago have not been replaced. Ms. Betz said they will look into this further to see what other steps they could take.

Mayor Stempel said some business owners have talked with her and Councilor Tracy about the two-hour versus four-hour parking signs on Portland Avenue. The question is why there is a four-hour zone in the business district. The business owners want a two-hour zone so they can have the stop and go business

trade that they need. Ms. Betz said this is a good time to look at this issue and parking enforcement in that area. There are also recommendations in the Downtown Revitalization Plan about parking.

**PUBLIC COMMENTS:**

Lisa Westapher lives on Clarendon – she said they have been waiting for the stop sign to go back on Chicago after the construction and it has not. She said cars are speeding down the street now because there is fresh blacktop and no stop signs. She is hoping to get the stop sign back.

**BUSINESS FROM THE AUDIENCE:**

Les Poole has had concerns about the Webster Road property in the past: its legal status and conflicting resolutions. He expressed some of those concerns again when the IGA was approved with the County for the library. He recently discovered some anomalies and questions arose. He came across a letter that talks about ORS Chapter 35 and what you do if for some reason you want to disperse property that you've condemned. He said there are a lot of restrictions on the use of that property. He believes we have some legal exposure in this community because of the vagueness of interpretation of a stipulated judgement and some of the designations that property has received. It is currently four tax lots. By resolution it's all a library site. That resolution circumvented the 2007 resolution that established the nature park in the spirit of the taking and the resolution of necessity. When property is taken there's a resolution of necessity – that means you're taking it for that and that only. He is very concerned about what's going to happen in the future and if we are going to face legal ramifications for moving the library downtown and continuing to resolve that that property there is all a park. He said the letter is very specific in how you treat property that is taken. His question is: If a member of the gentleman's family were to show up in downtown Gladstone three or four years from now and there was a library here and that person asked if they took that property for parks and a library what is the library doing downtown? He asked an attorney for his opinion and he said obviously the first thing that former property owner would do would be to contact an attorney. He hopes they all go back and look at the 2007 Gladstone Nature Park resolution which refers to 1.27 acres for a water tower. He would like a response to some of his concerns and he will be emailing them tomorrow. Councilor Reisner asked what he wants the City to do. Mr. Poole said he wants them to clarify the legal status of the property. He would like to see a purchase and sale agreement, which is a requirement in the State of Oregon. He has requested it over and over and has never seen one. Ms. Betz said she has sent that twice, it's the Oberson Report, and she has copied the City Council.

**BUSINESS FROM THE COUNCIL:**

**Councilor Reisner:**

He asked why agenda item #13 was pulled. Ms. Betz said she thought she was making an appropriate interpretation with the parking and after discussing it with the City Attorney she did not have the authority to make that interpretation. She has the authority to initiate the Planning Commission to make an interpretation so they removed it from the agenda and they are going to work with Clackamas County and the Planning Commission for them to handle the parking.

**Mayor Stempel:**

Councilor Mersereau said he would like to attend the Willamette Falls Locks Commission meetings. Mayor Stempel said they are open to the public. She pointed out that we do not hold a seat at the Commission – we are just a non-participatory audience member. She said this is a structural impediment that is owned and operated by the U.S. Army Corps and they are trying to transfer ownership to a public corporate entity to take it over so there is a lot of legalese involved. They sent a \$7 million request to the State for funding to repair the locks – it went all the way through, almost to a second reading, and our legislative session abruptly stopped. If it does not go through during an executive session or a special session it will have to wait until the next session. Councilor Mersereau said that when he said he wanted someone to be involved

in the meetings he meant at the table. Mayor Stempel said she gets the agenda and minutes from the meetings. She said this is going to be an amazing project that's going to really impact Gladstone.

Council activity detail report – she stressed that this was not created by her alone; other cities are heading this direction and it's for accountability and transparency. It started because she talked to Ms. Betz and she was not in the loop as far as what the Councilors were all working on individually so she needs to be informed. Councilor Tracy agreed that they all to be kept in the loop on the things they are working on. Citizens were wondering what they were doing and that's where it all came from. She feels that it's important that they all understand what they are personally involved with in regard to the City and what they are participating in.

She said there seem to be a lot of first amendment rights being thrown around lately and the misconceptions have her concerned. She said just because they are elected officials, board members, or committee members, that they still retain their first amendment rights. Mr. Jacobs confirmed that in their personal capacity, that is correct. Mayor Stempel said they don't leave those rights at the door; they still have their first amendment rights so when they are threatened and intimidated and accused of things they can respond. She said that her home and the homes of all the Councilors and volunteers are *their* homes; they are not owned or operated by the City or for the City. Her home is the place she goes to be that wife, mother, daughter, sister; it's not where she goes to be the Mayor. She received a threatening letter at her home and she received a call from her family asking if they were being sued. She said this is not acceptable and the line has been crossed. She doesn't know why it was done. She spoke with the attorney and it was the address that they were given. She said it was inappropriate and that is off the table.

Tolling of I-205 – at last week's C-4 meeting the ODOT consultants managing the I-5 Rose Quarter and the I-205 Abernethy Bridge Tolling Projects gave a presentation. She said it was not received very well at all. She said that everyone at the table agreed that this is not right – we are held hostage because that is our only way across the river other than going through Oregon City, which is not acceptable. She said we were not represented when House Bill 2017 was approved but our Clackamas County Caucus has been formed and they are going to fight it as much as they can. Locally they are going to create a subcommittee of C-4 where the mayors and elected officials that want to participate will work on making this right. ODOT's take on it is that this is what the legislation told them to do so they are not going to change it until they tell them otherwise. She will be keeping everyone updated.

Metro Helping Together Homeless Wraparound Services Bond – it's \$250 million/year for ten years. If you're a single person making \$125,000 or a couple making \$200,000 that is where the tax will come into play. Today some legal challenges were filed so it is not a done deal.

She attended the last SERT meeting where the topic was pandemics; specifically, on the COVID-19. She recommends the class for everyone. They were informed and did not leave panic stricken. There are updates on COVID-19 provided on the City's website and the County's website instead of relying on the media.

**ADJOURN:**

Meeting was adjourned at approximately 8:58 P.M.

Approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

\_\_\_\_\_  
Tamara Stempel, Mayor

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

## GLADSTONE CITY COUNCIL MEETING MINUTES of May 12, 2020

Meeting was called to order at 6:30 PM. – Via Telephone Conference Call

### **ROLL CALL:**

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

### **ABSENT:**

None

### **STAFF:**

Jacque Betz, City Administrator; Tami Bannick, City Recorder; John Schmerber, Chief of Police; Rick Huffman, Fire Chief; Cathy Brucker, Interim Finance Director; Chad Jacobs, City Attorney

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Mayor Stempel called the meeting to order. She said with things changing constantly the best place for up to date information is through official channels, and the City's website is one of those. She explained that per the Governor's executive order 20-16 regarding compliance with Oregon Public Meetings Law this meeting is being held electronically by telephone. She went over the call-in number and access codes. She went over the meeting agenda.

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

None.

### **CONSENT AGENDA:**

1. Approval of March 23, 2020 and April 27, 2020 Regular Meeting Minutes
2. Approval of February and March Bank Balances
3. Budget Report for Periods ending 02-29-2020 and 03-31-2020
4. Approval of February and March Check Registers
5. Legal Costs on Projects
6. Department Head Monthly Reports for March and April 2020
7. Approval of Intergovernmental Agreement (IGA) between Clackamas County Sheriff's Department and Gladstone Police Department for Participation in the Special Weapons and Tactics (SWAT) Program

*Councilor Neace made a motion to approve the Consent Agenda. Motion was seconded by Councilors Ripley and Mersereau. Ms. Bannick took a roll call vote: Councilor Ripley – yes. Councilor Neace – yes. Councilor Tracy – yes. Councilor Reisner – yes. Councilor Todd – yes. Councilor Mersereau – yes. Mayor Stempel – yes. Motion passed unanimously.*

Mayor Stempel said for those members of the public who wished to speak the deadline for accepting comments was noon today. They allow three minutes for public comment unless there are special circumstances and additional time has been approved beforehand by staff. She said a few words about the role of the City Council. She 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. Her goal is to keep the meeting respectful and engaging and she hopes everyone will help her do that.

**CORRESPONDENCE:**

None.

**REGULAR AGENDA**

**8. COVID-19 UPDATES INCLUDING REOPENING PLAN PHASE 1 AND FINANCIAL IMPACTS TO CITY SERVICES:**

Ms. Betz said she will be going over the reopening planning guidelines specifically related to the City of Gladstone facilities and the financial impacts to City services due to Covid-10 to date that they are aware of. The documents related to these topics have been posted on the City's website. Since mid-March they have activated their emergency management team, have met on a weekly basis and have provided the City Council and the community with weekly situational reports. Last week when the Governor's office allowed guidance for outdoor recreation organizations they met as a team to talk about preparing their reopening phase for City facilities. They have not included Phase 2 or Phase 3 because they would rather focus on those as they get more information from the Governor's office. Phase 1 is a City facilities document and it is not related to the reopening of businesses or establishments in the community. They would like to open the new City Hall lobby on May 18<sup>th</sup> and enforce social distancing guidelines. They have utility billing drop off boxes located outside and at the lobby window and they will schedule meetings by appointment. They will require people that come into the lobby to wear masks and they also have the ability to take temperatures. They will also have the lobby open for Municipal Court and they are working with the Judge and court staff to make appointments in the courtroom beginning June 9<sup>th</sup>. Once they have refined that plan they will share that information. The Fire Department will remain closed to the public and meetings will be by appointment. The Police Department, which is now located in the new building, will also have reception open beginning May 18<sup>th</sup> and will enforce social distancing guidelines as well. Public Works administration will remain closed to the public because they are not able to meet the social distancing guidelines but will continue to have meetings by appointment.

The parks have always remained open, however, they have closed the playgrounds and the boat ramp because of the size of Meldrum Bar Park. During the Phase 1 plan they will address Meldrum Bar Park separately. During Phase 1 most parks are open to the public (including restrooms) but the playgrounds are to remain closed per the Governor's orders, field reservations are canceled, programming and events are canceled, Spray Park will remain closed, and the Pickleball/Tennis Courts will reopen if they can keep the number of people assembled under 10 (per the Governor's ruling). For Meldrum Bar Park they would like to remove the barricades tomorrow morning and open it up to vehicular traffic and reopen the restrooms. They are prepared to bring on four seasonal employees which will meet the Governor's requirements. There will be a stronger police presence to assure there are no large social gatherings. AMR is not going to have a lifeguard on duty at High Rocks beginning Memorial Day weekend. They are working with the City of Oregon City to do some social messaging.

The Senior Center will remain closed to the public and will likely not reopen until Phase 3. Programming and reservations are canceled. The manager is working on soliciting a survey to implement virtual programs.

Mayor Stempel thanked staff for all their work on this. This has been changing constantly for the past two months and they were not able to create their plan until the Governor created hers and the County created theirs.

Councilor Tracy asked what precipitous event would cause a closure at Meldrum Bar Park due to noncompliance. Chief Schmerber said that if rules/warnings aren't adhered to regarding social gatherings that would be a decision based on photographs, police officer observation, and his observations that he would make a recommendation to the City Administrator and they would go from there. He is hoping that people will adhere to the rules. He said the police will be frequenting the park often to get a good gauge of what's going on. Ms. Betz said that they want people to have access to these amenities but if they aren't self-policing then they will come back with a recommendation to close the park again. The City can't just randomly make these decisions - they have to be in compliance with the State and County.

Ms. Betz went over the financial impact to City Services. She and Cathy Brucker, Interim Finance Director, considered the following things in the analysis: accumulating of information received from the Oregon Department of Revenue, Clackamas County, the League of Oregon Cities and other miscellaneous sources applicable to reduced revenues or increased expenses, a full review of actual City revenues and expenditures through April 30, 2020, and estimation of impacts as applied to ending balances as of June 30, 2020 and projecting into the first half of fiscal year 2020/21 ending December of 2020. They identified areas of revenue shortage and expenditure savings to help minimize the impact. They are projecting a revenue shortage of approximately \$850,000 due to the following reasons:

- Court fines have dropped over previous years and they have not had court for two months now to collect revenues or impose fines
- Transient Lodging Tax is anticipated to be negligible until the economy rebounds
- Department of Revenue estimates impacts to state shared revenues, including as taxes in the Roads and Street Fund
- March utility billing – actual revenue loss of \$233,000, estimated loss from late charges, “Support Local Business” program, etc. of \$75,000
- Other miscellaneous revenues generated from business licenses, building rentals, recreation programs, senior programs, etc.

To mitigate the resulting deficit to the biennial budget, the following restrictions have been enacted until economic conditions improve:

- Hiring freezes have been placed on all vacant positions, along with new (unfilled) positions that were approved in the biennial budget
- Part-time positions will not be filled unless absolutely necessary to assist in operations
- Training opportunities have been frozen (except when mandated in Fire and Law Enforcement), along with other related activities
- Continued evaluation of costs will be ongoing to identify other areas of savings

These reductions will help offset revenues by approximately \$425,000 within the same time period. The City ending the previous fiscal year in a good position and they have adhered to budget throughout the first half of this biennium. Revenues have been strong to date, allowing the City to be in a relatively good position. Ms. Betz thanked Ms. Brucker for all the work she has done in analyzing the City's financial condition since the onset of Covid-19.

**9. DECLARE FIRE DEPARTMENT LADDER TRUCK AS SURPLUS PROPERTY:**

Fire Chief Rick Huffman said they purchased the current ladder truck, a 2007 Pierce Velocity Quint Aerial Ladder, in 2006 at a cost of \$685,525. They propose to surplus the truck due to the financial burden of replacement, the impact to staffing, maintaining training standards, and the redundancy of this type of apparatus in our response area. It is also proposed that any revenue generated be deposited into the Apparatus & Equipment Reserve fund. The benefits to this recommendation are the ongoing maintenance fees and funding for replacement will be discontinued with a positive influence on the budget, staffing and training impacts will be reduced, the effective response force for a structure fire that is dispatched after a 911 call has and will continue to include a ladder truck (or multiple ladder trucks) from surrounding fire agencies under mutual aid and automatic aid that are staffed 24/7, tall buildings require special fire code requirements that help protect occupants and reduce fire spread due to the height or size of the building, and available parking space will increase within the fire station apparatus bay. Chief Huffman said that providing an all risk response strategy is difficult at best and unattainable under current conditions and for the foreseeable future.

Councilor Ripley asked if there was any liability to Gladstone if they sell the truck and it has a damaged ladder. Chief Huffman said to his knowledge the Fire Department had not taken possession of that ladder truck until it was reviewed by Underwriters Laboratory and the ladder manufacturer who stated that it was repaired in better condition than when it was initially manufactured. They received unofficial estimates on the value of the truck being at least \$350,000 in its current condition. Mr. Jacobs said as long as they make full disclosure to any potential buyer that absolves the City from any potential liability.

*Councilor Neace made a motion to approve the surplus of the Gladstone Fire Department Ladder Truck and the resulting revenue be placed in the Apparatus & Equipment Reserve fund. Motion was seconded by Councilor Reisner.*

Discussion: Councilor Ripley said when they sold equipment in the past the money did not go into the Apparatus & Equipment Reserve fund. Ms. Betz said they are asking that the money go into that fund so that when they go through the next biennium budget process the Budget Committee can help allocate those funds.

*Ms. Bannick took a roll call vote: Councilor Ripley – yes. Councilor Neace – yes. Councilor Tracy – yes. Councilor Reisner – yes. Councilor Todd – yes. Councilor Mersereau – yes. Mayor Stempel – yes. Motion passed unanimously.*

#### **10. LOW INCOME UTILITY BILLING ASSISTANCE PROGRAM:**

Ms. Betz said that Ms. Brucker has done a comprehensive review of the City's Low Income Utility Billing Assistance Program. They surveyed five other entities, including WES, then compared the income qualification guidelines and other requirements to what the City of Gladstone has been utilizing for years. They found out that there are three qualifiers in use, which are all federal or state established. Staff would like to go with the HUD very low income level for the Portland/Hillsboro area – it would be far more reflective of cost of living in this area than the one they are currently using and give families a better chance of qualifying based on the incremental levels from 1-8 family members. This should make the program accessible to more residents. If Council agrees with the modifications staff will remove the low income references from the Gladstone City Code and prepare a resolution to move the Low Income Assistance Program and rates to the Master Fees and Charges Schedule and make an effective date of July 1, 2020. Mayor Stempel asked the Councilors how they felt about this proposal – all were in favor of it.

#### **11. I-205 TOLLING DIVERSION COMMITTEE FRAMEWORK:**

Ms. Betz said Clackamas County has been considering the idea of convening a small group to consider issues related to the I-205 tolling project with the cities that are most impacted. This group will establish a direct line of input into ODOT's I-205 tolling process and deliver its policy position to the Region 1 Area of Commission on Transportation (R1ACT) and the Oregon Transportation Commission (OTC). Gladstone needs to appoint an elected official to serve on this committee. Ms. Betz and the Public Works Director will also be participating. The group will be meeting once a month through August.

There was discussion regarding the best choice of representative.

*Councilor Ripley was appointed and Councilor Reisner will be alternate.*

**BUSINESS CARRIED FORWARD:**

None.

**BUSINESS FROM THE AUDIENCE:**

Mindy Garlington read a letter to the people of the City of Gladstone, the City Administrator, the City of Gladstone attorney, and the City Council. "I do solemnly swear that I will support the Constitution of the United States and of the State of Oregon and the Charter and the Municipal Code of the City of Gladstone and that I will, to the best of my ability, perform the duties of City Councilor and Mayor for the City of Gladstone, Oregon during my entire term, so help me God. I would like this Council to remember back to the day before this oath because clearly the exact words have been forgotten. Let me remind you of a portion of our City Charter that each of you swore to uphold. The City of Gladstone Charter Chapter 3, Section 12, Qualifications of an officer. 'No person shall be eligible for an elected office of the City unless at the time of his election he is a qualified elector within the meaning of the State Constitution and has resided in the City during the past twelve months immediately preceding the election and maintain continuous residency during the term of office'. The Council shall be the final judge of the qualifications and election of its own members. Our charter reads 'maintain residency during the term of office'. This is a clear requirement for all Councilors and not meant to be reinterpreted by anyone. The words as written were a decision of the people when voting in the current City charter. And after the failure to pass a new charter in 2017 it is evident to me that the people in this City want the charter to read and mean just as it is. The last line reads 'The Council shall be final judge of the qualifications and election of its own members'. This line refers to the qualifications of being able to vote and our State Constitution is very specific in the section included below." Ms. Garlington said she emailed this letter. "My point is that Linda Neace has not been a resident of the City of Gladstone since June of 2019 when she vacated her home at 730 Riverdale Drive in Gladstone. She has not and does not live at her relatives' home on Exeter Street and a post office box is certainly not a residence. While I can sympathize with Linda's misfortunes over the past year I cannot understand her blatant disregard for the rules that guide and govern this city. Maintaining a home in this city is a rule, not a choice for a City Council position. The current City Council has skirted this issue for almost a year now and failure to uphold our Charter and call her out on this issue as a City Council member is no less than inexcusable. I am demanding that Linda Neace immediately step down from her seat as a City Council member for the City of Gladstone and every single one of her votes beginning June of 2019 should be voided from the city records. And should that result in a change in decision..." (Ms. Bannick announced that the three minutes were up and that Ms. Garlington had been muted.)

**BUSINESS FROM THE COUNCIL:**

**Councilor Mersereau:**

He said he doesn't believe the Council Rules or the Mayor's Council Rules have changed for quite some time. He believes the Mayor's methods of communication to the Willamette Week as one of the five rogue mayors was out of line with the Gladstone Council Rules.

**Councilor Todd:**

She agreed with Councilor Mersereau. She would like everyone to follow the Council Rules so that they can all be in the loop and not shocked when we hear things.

**Councilor Tracy:**

He believes when you serve in any position it's incumbent upon you to follow the rules. He is not accustomed to following councilors home to see where they lay their head after a meeting. He thinks if there is a councilor in violation that's up to the councilor to correct that. He does take exception and offense to how that letter was delivered and the content of the letter. He is not sure what the remedy is.

**Councilor Neace:**

She is very sorry that Ms. Garlington feels that strongly. She said she hasn't done anything incorrect. She said that Ms. Garlington should not listen to gossip.

**Councilor Ripley:**

He said he was walking his dog at Meldrum Bar Park recently and there are two signs on the nature trail that say it's a natural area and to keep out, which is confusing. He feels they need to be re-worded to make it clear that you're supposed to stay on the trail.

He is working on some fund raising ideas for Traffic Safety and Parks & Recreation – he will be meeting with those boards to share those ideas to present to the Council.

**Mayor Stempel:**

She said the big topics for C-4 (Clackamas County Coordinating Committee) are: a regional climate action plan that the County is going to be formulating and a lot of the cities are going to look to them for direction, a transit development plan, and the Metro South station.

The Food Pantry is up and running in a modified manner. Food and security are huge issues nationally. They have added a homebound senior component that she believes is working well. She hopes they can keep that going even after the Covid crisis. She thanked the volunteers that have come forward.

She thanked staff for finding their way through the maze of regulations, conflicting information, and tremendous risk to our city and our citizens. She wants to make sure they know how much they are appreciated. She thinks they should have a big celebration after all of this is over.

She wanted to address the concerns voiced by Councilors Mersereau and Todd. She said by now they should know that what's printed in the newspaper isn't always what happened. She said she was not quoted in that newspaper article, which should have told them something. If they had listened to the Zoom meeting that she was on with other mayors and other people her comments were completely about a plan; needing a plan. They were not getting one. The City could not formulate its plan until the State had one and then, in turn, the County needed to have one. That's all that they were advocating for was a plan. It wasn't anything out of line or anything that required a decision – it was the mayors begging for the past month to have a plan so that they could start pulling their pieces together. There wasn't anything rogue about it. She doesn't think that was out of line as a mayor or as a city councilor to expect something that's been promised you for over a month.

*Councilor Reisner made a motion to adjourn the meeting. Councilor Ripley seconded the motion. Ms. Bannick took a roll call vote: Councilor Ripley – yes. Councilor Neace – yes. Councilor Tracy – no (he wanted to make further comments regarding what the Mayor just said). Councilor Reisner – yes. Councilor Todd – yes. Councilor Mersereau – yes. Mayor Stempel – yes. Motion passed (6-1).*

**ADJOURN:**

Meeting was adjourned at approximately 7:35 P.M.

Approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

\_\_\_\_\_  
Tamara Stempel, Mayor

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



<b>BANK BALANCES</b>						
Month Ending Balance						
<b>Bank</b>	<b>July 2019</b>	<b>August 2019</b>	<b>September 2019</b>	<b>October 2019</b>	<b>November 2019</b>	<b>December 2019</b>
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
<b>Checking Accounts:</b>						
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
<b>Totals</b>	<b>\$ 23,236,897.02</b>	<b>\$ 21,961,468.44</b>	<b>\$ 21,758,146.89</b>	<b>\$ 19,729,141.47</b>	<b>\$ 24,045,873.76</b>	<b>\$ 22,966,735.83</b>
<b>Bank</b>	<b>January 2020</b>	<b>February 2020</b>	<b>March 2020</b>	<b>April 2020</b>	<b>May 2020</b>	<b>June 2020</b>
LGIP -City Of Gladstone #4472	\$ 13,089,907.25	\$ 12,986,772.34	\$ 13,156,688.30	\$ 14,477,532.37		
LGIP - Urban Renewal Agency #4650	7,765,924.02	6,271,161.69	4,709,091.89	2,119,415.51		
<b>Checking Accounts:</b>						
General Fund	95,566.32	229,084.49	133,143.95	143,574.24		
Urban Renewal	13,211.49	13,211.50	13,211.56	12,848.95		
Municipal Court	23,770.62	20,575.51	40,988.54	29,399.12		
<b>Totals</b>	<b>\$ 20,988,379.70</b>	<b>\$ 19,520,805.53</b>	<b>\$ 18,053,124.24</b>	<b>\$ 16,782,770.19</b>	<b>\$ -</b>	<b>\$ -</b>







# Budget Report Account Summary

For Fiscal: 2019-2020 Period Ending: 04/30/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 100 - GENERAL FUND</b>							
<b>Revenue</b>							
<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL</b>							
<b>RptType: 3000 - BEG FUND BAL.</b>							
<a href="#">100-000-309999</a>	BEGINNING FUND BALANCE	3,730,000.00	3,730,000.00	0.00	0.00	-3,730,000.00	0.00 %
	<b>RptType: 3000 - BEG FUND BAL. Total:</b>	<b>3,730,000.00</b>	<b>3,730,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-3,730,000.00</b>	<b>0.00 %</b>
<b>RptType: 3100 - LOCAL TAXES</b>							
<a href="#">100-000-310010</a>	CURRENT YEAR TAXES	8,609,105.00	8,609,105.00	14,891.33	4,205,347.86	-4,403,757.14	48.85 %
<a href="#">100-000-310050</a>	PRIOR YEAR TAXES	300,000.00	300,000.00	1,708.01	39,995.80	-260,004.20	13.33 %
<a href="#">100-000-311030</a>	LIBRARY DISTRICT REVENUE	743,142.00	743,142.00	0.00	307,111.00	-436,031.00	41.33 %
<a href="#">100-000-314045</a>	TRANSIENT LODGING TAX	305,000.00	305,000.00	7,422.05	121,226.62	-183,773.38	39.75 %
	<b>RptType: 3100 - LOCAL TAXES Total:</b>	<b>9,957,247.00</b>	<b>9,957,247.00</b>	<b>24,021.39</b>	<b>4,673,681.28</b>	<b>-5,283,565.72</b>	<b>46.94 %</b>
<b>RptType: 3110 - STATE SHARED TAXES</b>							
<a href="#">100-000-310170</a>	STATE REVENUE SHARING	305,000.00	305,000.00	0.00	70,819.99	-234,180.01	23.22 %
<a href="#">100-000-311010</a>	ALCOHOL TAX REVENUE	450,846.00	450,846.00	16,062.84	139,589.51	-311,256.49	30.96 %
<a href="#">100-000-311015</a>	MARIJUANA TAX	99,457.00	99,457.00	0.00	48,850.12	-50,606.88	49.12 %
<a href="#">100-000-311020</a>	CIGARETTE TAX REVENUE	28,155.00	28,155.00	671.28	9,805.94	-18,349.06	34.83 %
	<b>RptType: 3110 - STATE SHARED TAXES Total:</b>	<b>883,458.00</b>	<b>883,458.00</b>	<b>16,734.12</b>	<b>269,065.56</b>	<b>-614,392.44</b>	<b>30.46 %</b>
<b>RptType: 3120 - RIGHT OF WAY FEES</b>							
<a href="#">100-000-312010</a>	GLADSTONE DISPOSAL FRANCHISE FEE	250,000.00	250,000.00	30,865.11	90,000.26	-159,999.74	36.00 %
<a href="#">100-000-312025</a>	PGE FRANCHISE FEES	800,000.00	800,000.00	0.00	403,669.85	-396,330.15	50.46 %
<a href="#">100-000-312030</a>	NW NATURAL GAS FRANCHISE FEE	340,000.00	340,000.00	0.00	44,546.46	-295,453.54	13.10 %
<a href="#">100-000-312040</a>	COMCAST CABLE TV FRANCHISE FE	360,000.00	360,000.00	0.00	70,489.32	-289,510.68	19.58 %
	<b>RptType: 3120 - RIGHT OF WAY FEES Total:</b>	<b>1,750,000.00</b>	<b>1,750,000.00</b>	<b>30,865.11</b>	<b>608,705.89</b>	<b>-1,141,294.11</b>	<b>34.78 %</b>
<b>RptType: 3130 - LICENSES AND PERMITS</b>							
<a href="#">100-000-313010</a>	BUSINESS LICENSE FEES	184,000.00	184,000.00	2,120.00	83,732.00	-100,268.00	45.51 %
<a href="#">100-000-313015</a>	LIQUOR LICENSE RENEWALS	2,000.00	2,000.00	0.00	935.00	-1,065.00	46.75 %
<a href="#">100-000-313020</a>	ALARM PERMITS	8,000.00	8,000.00	1,125.00	9,500.00	1,500.00	118.75 %
	<b>RptType: 3130 - LICENSES AND PERMITS Total:</b>	<b>194,000.00</b>	<b>194,000.00</b>	<b>3,245.00</b>	<b>94,167.00</b>	<b>-99,833.00</b>	<b>48.54 %</b>
<b>RptType: 3140 - CHARGES FOR SERVICES</b>							
<a href="#">100-000-314010</a>	RECREATION FEES	6,000.00	6,000.00	0.00	992.16	-5,007.84	16.54 %
<a href="#">100-000-314015</a>	SENIOR CENTER BUILDING RENTAL FE...	8,500.00	8,500.00	0.00	6,818.75	-1,681.25	80.22 %
<a href="#">100-000-314020</a>	PLANNING APPLICATION FEES	70,000.00	70,000.00	0.00	2,236.00	-67,764.00	3.19 %
<a href="#">100-000-314025</a>	SOCIAL SERVICES CONTRACT	75,000.00	75,000.00	0.00	20,972.96	-54,027.04	27.96 %
<a href="#">100-000-314030</a>	LIEN SEARCH FEES	12,000.00	12,000.00	90.00	4,290.00	-7,710.00	35.75 %
<a href="#">100-000-314040</a>	ALL OTHER LIBRARY RECEIPTS	16,000.00	16,000.00	0.00	8,106.05	-7,893.95	50.66 %
	<b>RptType: 3140 - CHARGES FOR SERVICES Total:</b>	<b>187,500.00</b>	<b>187,500.00</b>	<b>90.00</b>	<b>43,415.92</b>	<b>-144,084.08</b>	<b>23.16 %</b>
<b>RptType: 3141 - SDC</b>							
<a href="#">100-000-314110</a>	PARK SDC FEES	0.00	0.00	7,679.28	129,484.12	129,484.12	0.00 %
<a href="#">100-000-314111</a>	SDC Reimbursement Fee	0.00	0.00	156.72	2,659.88	2,659.88	0.00 %
	<b>RptType: 3141 - SDC Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>7,836.00</b>	<b>132,144.00</b>	<b>132,144.00</b>	<b>0.00 %</b>
<b>RptType: 3150 - GRANTS</b>							
<a href="#">100-000-315030</a>	POLICE GRANTS	0.00	0.00	0.00	2,007.52	2,007.52	0.00 %
<a href="#">100-000-315040</a>	FIRE GRANTS	140,000.00	331,620.00	0.00	215,555.88	-116,064.12	65.00 %
<a href="#">100-000-315050</a>	READY TO READ/STATE AID LIBRARY	2,950.00	2,950.00	0.00	0.00	-2,950.00	0.00 %
<a href="#">100-000-315055</a>	MARINE BOARD MAINTENANCE GRA...	0.00	0.00	0.00	5,400.00	5,400.00	0.00 %
<a href="#">100-000-315065</a>	WES/GOOD NEIGHBOR GRANT	0.00	0.00	0.00	50,000.00	50,000.00	0.00 %
	<b>RptType: 3150 - GRANTS Total:</b>	<b>142,950.00</b>	<b>334,570.00</b>	<b>0.00</b>	<b>272,963.40</b>	<b>-61,606.60</b>	<b>81.59 %</b>

Budget Report

For Fiscal: 2019-2020 Period Ending: 04/30/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>RptType: 3260 - FINES AND FORFEITURES</b>							
<a href="#">100-000-326010</a>	COURT FINES & FORFEITURES	775,000.00	775,000.00	17,637.46	216,130.89	-558,869.11	27.89 %
<b>RptType: 3260 - FINES AND FORFEITURES Total:</b>		<b>775,000.00</b>	<b>775,000.00</b>	<b>17,637.46</b>	<b>216,130.89</b>	<b>-558,869.11</b>	<b>27.89 %</b>
<b>RptType: 3301 - INTEREST</b>							
<a href="#">100-000-330100</a>	INTEREST	250,000.00	250,000.00	18,795.64	221,754.47	-28,245.53	88.70 %
<b>RptType: 3301 - INTEREST Total:</b>		<b>250,000.00</b>	<b>250,000.00</b>	<b>18,795.64</b>	<b>221,754.47</b>	<b>-28,245.53</b>	<b>88.70 %</b>
<b>RptType: 3600 - MISCELLANEOUS</b>							
<a href="#">100-000-360000</a>	ALL OTHER GF RECEIPTS	70,000.00	70,000.00	284.00	23,001.88	-46,998.12	32.86 %
<a href="#">100-000-361016</a>	FIRST RESPONDER SUPPLIES REIMB	10,000.00	10,000.00	851.00	5,910.75	-4,089.25	59.11 %
<a href="#">100-000-361041</a>	LIBRARY FOUNDATION - FUNDED PR...	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
<a href="#">100-000-362210</a>	SENIOR CENTER BEQUESTS	0.00	0.00	0.00	35,668.00	35,668.00	0.00 %
<a href="#">100-000-362212</a>	TRAM TRIPS	17,000.00	17,000.00	0.00	6,564.07	-10,435.93	38.61 %
<a href="#">100-000-362213</a>	MEAL DONATIONS	33,000.00	33,000.00	1,373.00	10,822.02	-22,177.98	32.79 %
<a href="#">100-000-362214</a>	MEDICAID FUNDS	10,000.00	10,000.00	0.00	0.00	-10,000.00	0.00 %
<b>RptType: 3600 - MISCELLANEOUS Total:</b>		<b>145,000.00</b>	<b>145,000.00</b>	<b>2,508.00</b>	<b>81,966.72</b>	<b>-63,033.28</b>	<b>56.53 %</b>
<b>RptType: 3700 - OTHER</b>							
<a href="#">100-000-371000</a>	SALE OF SURPLUS EQUIP/PROPERTY	30,000.00	30,000.00	0.00	2,111.58	-27,888.42	7.04 %
<b>RptType: 3700 - OTHER Total:</b>		<b>30,000.00</b>	<b>30,000.00</b>	<b>0.00</b>	<b>2,111.58</b>	<b>-27,888.42</b>	<b>7.04 %</b>
<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:</b>		<b>18,045,155.00</b>	<b>18,236,775.00</b>	<b>121,732.72</b>	<b>6,616,106.71</b>	<b>-11,620,668.29</b>	<b>36.28 %</b>
<b>Department: 910 - TRANSFER IN</b>							
<b>RptType: 3990 - TRANSFERS IN</b>							
<a href="#">100-910-399205</a>	TRANSFER IN FROM STREET FUND	81,935.00	81,935.00	0.00	20,483.75	-61,451.25	25.00 %
<a href="#">100-910-399228</a>	TRANSFER IN FROM POLICE LEVY	24,316.00	24,316.00	0.00	6,079.00	-18,237.00	25.00 %
<a href="#">100-910-399229</a>	TRANSFER IN FROM FIRE LEVY	4,863.00	4,863.00	0.00	1,215.75	-3,647.25	25.00 %
<a href="#">100-910-399390</a>	TRANSFER IN FROM URBAN RENEWAL	490,862.00	490,862.00	0.00	42,555.51	-448,306.49	8.67 %
<a href="#">100-910-399730</a>	TRANSFER IN FROM SEWER FUND	60,748.00	60,748.00	0.00	15,187.00	-45,561.00	25.00 %
<a href="#">100-910-399740</a>	TRANSFER IN FROM WATER FUND	65,903.00	65,903.00	0.00	16,475.75	-49,427.25	25.00 %
<a href="#">100-910-399750</a>	TRANSFER IN FROM STORM WATER	60,748.00	60,748.00	0.00	15,187.00	-45,561.00	25.00 %
<b>RptType: 3990 - TRANSFERS IN Total:</b>		<b>789,375.00</b>	<b>789,375.00</b>	<b>0.00</b>	<b>117,183.76</b>	<b>-672,191.24</b>	<b>14.85 %</b>
<b>Department: 910 - TRANSFER IN Total:</b>		<b>789,375.00</b>	<b>789,375.00</b>	<b>0.00</b>	<b>117,183.76</b>	<b>-672,191.24</b>	<b>14.85 %</b>
<b>Revenue Total:</b>		<b>18,834,530.00</b>	<b>19,026,150.00</b>	<b>121,732.72</b>	<b>6,733,290.47</b>	<b>-12,292,859.53</b>	<b>35.39 %</b>
<b>Expense</b>							
<b>Department: 121 - ADMIN</b>							
<b>RptCategory: 40 - PERSONNEL SERVICES</b>							
<a href="#">100-121-431010</a>	CITY ADMINISTRATOR	284,124.00	284,124.00	12,459.50	122,659.95	161,464.05	43.17 %
<a href="#">100-121-431020</a>	CITY RECDR/HR MGR	293,480.00	293,480.00	6,526.00	95,086.03	198,393.97	32.40 %
<a href="#">100-121-431030</a>	FINANCE DIRECTOR (.80)	202,297.00	202,297.00	0.00	0.00	202,297.00	0.00 %
<a href="#">100-121-431070</a>	OFFICE ASSISTANT	121,764.00	121,764.00	4,875.00	48,750.00	73,014.00	40.04 %
<a href="#">100-121-431500</a>	ACCOUNTING CLERK	204,110.00	204,110.00	6,929.25	70,596.15	133,513.85	34.59 %
<a href="#">100-121-450100</a>	OVERTIME	2,000.00	2,000.00	0.00	651.82	1,348.18	32.59 %
<a href="#">100-121-450500</a>	CAREER RECOGNITION PAY	8,819.00	8,819.00	330.16	3,213.33	5,605.67	36.44 %
<a href="#">100-121-470000</a>	ASSOCIATED PAYROLL COSTS	583,090.00	583,090.00	17,628.46	175,964.27	407,125.73	30.18 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>		<b>1,699,684.00</b>	<b>1,699,684.00</b>	<b>48,748.37</b>	<b>516,921.55</b>	<b>1,182,762.45</b>	<b>30.41 %</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>							
<a href="#">100-121-500110</a>	CONTRACTUAL & PROFESSIONAL SER...	134,000.00	134,000.00	14,129.26	119,603.88	14,396.12	89.26 %
<a href="#">100-121-500120</a>	MUNICIPAL AUDIT CONTRACT	84,000.00	84,000.00	2,234.40	27,784.40	56,215.60	33.08 %
<a href="#">100-121-500130</a>	LEGAL FEES	216,000.00	216,000.00	3,492.10	40,005.11	175,994.89	18.52 %
<a href="#">100-121-500490</a>	COUNCIL ACTIVITIES	25,000.00	25,000.00	219.87	4,574.51	20,425.49	18.30 %
<a href="#">100-121-500491</a>	OUTSIDE AGENCY REQUESTS	47,000.00	47,000.00	0.00	24,031.00	22,969.00	51.13 %
<a href="#">100-121-500492</a>	COUNTY PLANNING SERVICES CONTR...	160,000.00	160,000.00	4,113.73	58,100.13	101,899.87	36.31 %
<a href="#">100-121-510020</a>	COMM PROMOTIONS/BUSINESS DEV	384,650.00	384,650.00	1,612.50	53,267.72	331,382.28	13.85 %
<a href="#">100-121-520120</a>	BANK CHARGES	7,500.00	7,500.00	333.51	3,668.61	3,831.39	48.91 %
<a href="#">100-121-520320</a>	FLEET FUEL, MAINTENANCE & REPAIR	1,000.00	1,000.00	0.00	57.75	942.25	5.78 %
<a href="#">100-121-520400</a>	OFFICE SUPPLIES & EQUIPMENT	38,310.00	38,310.00	1,077.28	10,167.50	28,142.50	26.54 %
<a href="#">100-121-520450</a>	CITY NEWSLETTER	70,000.00	70,000.00	1,043.61	30,377.98	39,622.02	43.40 %

**Budget Report**

**For Fiscal: 2019-2020 Period Ending: 04/30/2020**

		<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>Period Activity</b>	<b>Fiscal Activity</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Percent Used</b>
<a href="#">100-121-530000</a>	FIRE & LIABILITY INSURANCE	200,000.00	200,000.00	7,411.03	164,171.42	35,828.58	82.09 %
<a href="#">100-121-530200</a>	EMERGENCY MANAGEMENT	25,000.00	25,000.00	42.75	894.45	24,105.55	3.58 %
<a href="#">100-121-540110</a>	EMPLOYEE APPRECIATION	5,000.00	5,000.00	75.80	1,421.46	3,578.54	28.43 %
<a href="#">100-121-540120</a>	PERSONNEL RECRUITMENT	20,000.00	20,000.00	82.30	1,961.86	18,038.14	9.81 %
<a href="#">100-121-540200</a>	DUES & MEMBERSHIPS	60,000.00	60,000.00	495.00	12,958.65	47,041.35	21.60 %
<a href="#">100-121-540220</a>	TRAVEL, CONFERENCES & TRAINING	45,000.00	45,000.00	-402.54	6,768.50	38,231.50	15.04 %
<a href="#">100-121-540230</a>	MILEAGE REIMBURSEMENT	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
<a href="#">100-121-542000</a>	PUBLICATIONS & SUBSCRIPTIONS	20,000.00	20,000.00	-362.61	2,880.78	17,119.22	14.40 %
<a href="#">100-121-560100</a>	UTILITIES	0.00	0.00	0.00	-84.72	84.72	0.00 %
<a href="#">100-121-560120</a>	TELEPHONES	30,000.00	30,000.00	952.59	9,373.51	20,626.49	31.25 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>		<b>1,574,460.00</b>	<b>1,574,460.00</b>	<b>36,550.58</b>	<b>571,984.50</b>	<b>1,002,475.50</b>	<b>36.33 %</b>
<b>Department: 121 - ADMIN Total:</b>		<b>3,274,144.00</b>	<b>3,274,144.00</b>	<b>85,298.95</b>	<b>1,088,906.05</b>	<b>2,185,237.95</b>	<b>33.26 %</b>
<b>Department: 122 - INFORMATION TECHNOLOGY</b>							
<b>RptCategory: 40 - PERSONNEL SERVICES</b>							
<a href="#">100-122-432010</a>	IT MANAGER	198,120.00	198,120.00	9,098.94	72,554.94	125,565.06	36.62 %
<a href="#">100-122-470000</a>	ASSOCIATED PAYROLL COSTS	79,889.00	79,889.00	4,276.61	25,025.12	54,863.88	31.32 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>		<b>278,009.00</b>	<b>278,009.00</b>	<b>13,375.55</b>	<b>97,580.06</b>	<b>180,428.94</b>	<b>35.10 %</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>							
<a href="#">100-122-500110</a>	CONTRACTUAL & PROFESSIONAL	37,360.00	37,360.00	0.00	8,800.00	28,560.00	23.55 %
<a href="#">100-122-500210</a>	COMPUTER/TECHNOLOGY SERVICE	34,200.00	34,200.00	0.00	39,876.38	-5,676.38	116.60 %
<a href="#">100-122-520400</a>	OFFICE SUPPLIES & EQUIPMENT	35,112.00	35,112.00	1,398.54	12,332.22	22,779.78	35.12 %
<a href="#">100-122-540300</a>	SMALL TOOLS, EQUIPMENT & SAFETY	540.00	540.00	0.00	314.30	225.70	58.20 %
<a href="#">100-122-560110</a>	CELL PHONES, PAGERS & RADIOS	5,292.00	5,292.00	176.38	1,726.50	3,565.50	32.62 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>		<b>112,504.00</b>	<b>112,504.00</b>	<b>1,574.92</b>	<b>63,049.40</b>	<b>49,454.60</b>	<b>56.04 %</b>
<b>RptCategory: 60 - CAPITAL OUTLAY</b>							
<a href="#">100-122-661018</a>	COMPUTER & EQUIPMENT RESERVE	27,500.00	27,500.00	0.00	1,920.87	25,579.13	6.98 %
<b>RptCategory: 60 - CAPITAL OUTLAY Total:</b>		<b>27,500.00</b>	<b>27,500.00</b>	<b>0.00</b>	<b>1,920.87</b>	<b>25,579.13</b>	<b>6.98 %</b>
<b>Department: 122 - INFORMATION TECHNOLOGY Total:</b>		<b>418,013.00</b>	<b>418,013.00</b>	<b>14,950.47</b>	<b>162,550.33</b>	<b>255,462.67</b>	<b>38.89 %</b>
<b>Department: 124 - FACILITIES</b>							
<b>RptCategory: 40 - PERSONNEL SERVICES</b>							
<a href="#">100-124-437050</a>	PUBLIC WORKS SUPERVISOR	17,294.00	17,294.00	808.62	8,147.76	9,146.24	47.11 %
<a href="#">100-124-437070</a>	UTILITY WORKER, JOURNEY	55,223.00	55,223.00	2,321.82	23,946.62	31,276.38	43.36 %
<a href="#">100-124-439011</a>	SEASONAL HELP	16,490.00	16,490.00	0.00	0.00	16,490.00	0.00 %
<a href="#">100-124-450100</a>	OVERTIME	2,000.00	2,000.00	6.54	1,460.95	539.05	73.05 %
<a href="#">100-124-450500</a>	CAREER RECOGNITION PAY	510.00	510.00	22.86	232.69	277.31	45.63 %
<a href="#">100-124-470000</a>	ASSOCIATED PAYROLL COSTS	32,469.00	32,469.00	1,390.43	14,601.59	17,867.41	44.97 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>		<b>123,986.00</b>	<b>123,986.00</b>	<b>4,550.27</b>	<b>48,389.61</b>	<b>75,596.39</b>	<b>39.03 %</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>							
<a href="#">100-124-500110</a>	CONTRACTUAL & PROFESSIONAL SER...	105,000.00	105,000.00	1,708.00	24,469.89	80,530.11	23.30 %
<a href="#">100-124-520130</a>	OPERATIONS, MAINTENANCE & REPA...	105,000.00	105,000.00	1,715.50	12,044.64	92,955.36	11.47 %
<a href="#">100-124-520322</a>	GENERATOR FUEL	3,200.00	3,200.00	0.00	86.64	3,113.36	2.71 %
<a href="#">100-124-540220</a>	TRAVEL, CONFERENCES& TRAINING	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
<a href="#">100-124-540300</a>	SMALL TOOLS, EQUIPMENT & SAFETY...	5,500.00	5,500.00	87.09	1,878.97	3,621.03	34.16 %
<a href="#">100-124-560100</a>	UTILITIES	140,000.00	140,000.00	6,752.72	59,017.19	80,982.81	42.16 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>		<b>360,700.00</b>	<b>360,700.00</b>	<b>10,263.31</b>	<b>97,497.33</b>	<b>263,202.67</b>	<b>27.03 %</b>
<b>RptCategory: 60 - CAPITAL OUTLAY</b>							
<a href="#">100-124-641000</a>	FACILITY IMPROVEMENTS	250,000.00	250,000.00	9,150.00	22,275.00	227,725.00	8.91 %
<a href="#">100-124-641010</a>	BUILDING REPAIR	47,000.00	47,000.00	5,361.00	52,018.50	-5,018.50	110.68 %
<b>RptCategory: 60 - CAPITAL OUTLAY Total:</b>		<b>297,000.00</b>	<b>297,000.00</b>	<b>14,511.00</b>	<b>74,293.50</b>	<b>222,706.50</b>	<b>25.01 %</b>
<b>Department: 124 - FACILITIES Total:</b>		<b>781,686.00</b>	<b>781,686.00</b>	<b>29,324.58</b>	<b>220,180.44</b>	<b>561,505.56</b>	<b>28.17 %</b>
<b>Department: 220 - COURT</b>							
<b>RptCategory: 40 - PERSONNEL SERVICES</b>							
<a href="#">100-220-432020</a>	MUNICIPAL COURT CLERK	128,445.00	128,445.00	5,272.57	52,725.70	75,719.30	41.05 %
<a href="#">100-220-432035</a>	COURT ADMINISTRATOR	147,900.00	147,900.00	6,217.00	60,324.80	87,575.20	40.79 %
<a href="#">100-220-450500</a>	CAREER RECOGNITION PAY	1,479.00	1,479.00	62.17	191.51	1,287.49	12.95 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 04/30/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<a href="#">100-220-470000</a>	ASSOCIATED PAYROLL COSTS	157,102.00	157,102.00	6,336.34	62,191.64	94,910.36	39.59 %
	<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>	<b>434,926.00</b>	<b>434,926.00</b>	<b>17,888.08</b>	<b>175,433.65</b>	<b>259,492.35</b>	<b>40.34 %</b>
	<b>RptCategory: 50 - MATERIAL AND SERVICES</b>						
<a href="#">100-220-500110</a>	CONTRACTUAL & PROFESSIONAL SER...	1,000.00	1,000.00	22.33	222.33	777.67	22.23 %
<a href="#">100-220-500132</a>	PROSECUTING ATTORNEY	73,800.00	73,800.00	3,090.00	27,270.00	46,530.00	36.95 %
<a href="#">100-220-500134</a>	ATTORNEYS FOR INDIGENT CLIENTS	67,000.00	67,000.00	0.00	22,300.00	44,700.00	33.28 %
<a href="#">100-220-500136</a>	MUNICIPAL COURT JUDGE	73,800.00	73,800.00	3,090.00	33,360.00	40,440.00	45.20 %
<a href="#">100-220-500137</a>	PRO-TEM JUDGE	3,000.00	3,000.00	0.00	312.00	2,688.00	10.40 %
<a href="#">100-220-500138</a>	JURY EXPENSES	2,000.00	2,000.00	0.00	61.52	1,938.48	3.08 %
<a href="#">100-220-500282</a>	COURTROOM SECURITY	16,000.00	16,000.00	310.00	5,270.00	10,730.00	32.94 %
<a href="#">100-220-520120</a>	BANK CHARGES	8,000.00	8,000.00	0.00	1,496.37	6,503.63	18.70 %
<a href="#">100-220-520400</a>	OFFICE SUPPLIES & EQUIPMENT	27,500.00	27,500.00	110.00	5,903.10	21,596.90	21.47 %
<a href="#">100-220-540220</a>	TRAVEL, CONFERENCES & TRAINING	4,000.00	4,000.00	0.00	1,296.72	2,703.28	32.42 %
	<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>	<b>276,100.00</b>	<b>276,100.00</b>	<b>6,622.33</b>	<b>97,492.04</b>	<b>178,607.96</b>	<b>35.31 %</b>
	<b>Department: 220 - COURT Total:</b>	<b>711,026.00</b>	<b>711,026.00</b>	<b>24,510.41</b>	<b>272,925.69</b>	<b>438,100.31</b>	<b>38.38 %</b>
	<b>Department: 240 - POLICE</b>						
	<b>RptCategory: 40 - PERSONNEL SERVICES</b>						
<a href="#">100-240-432110</a>	POLICE CHIEF	294,520.00	294,520.00	10,124.00	101,283.35	193,236.65	34.39 %
<a href="#">100-240-432130</a>	POLICE LIEUTENANT	220,220.00	220,220.00	8,745.00	91,852.52	128,367.48	41.71 %
<a href="#">100-240-432140</a>	POLICE DETECTIVE	163,009.00	163,009.00	13,655.71	136,112.98	26,896.02	83.50 %
<a href="#">100-240-432160</a>	POLICE OFFICER	1,270,810.00	1,270,810.00	40,202.24	388,624.73	882,185.27	30.58 %
<a href="#">100-240-432170</a>	POLICE SERGEANT	521,961.00	521,961.00	20,896.00	193,179.45	328,781.55	37.01 %
<a href="#">100-240-432182</a>	PROPERTY ROOM TECHNICIAN	57,912.00	57,912.00	2,391.66	23,523.81	34,388.19	40.62 %
<a href="#">100-240-432185</a>	POLICE RECORDS CLERK	110,324.00	110,324.00	4,555.56	44,299.56	66,024.44	40.15 %
<a href="#">100-240-432190</a>	POLICE RESERVES	0.00	0.00	0.00	175.95	-175.95	0.00 %
<a href="#">100-240-450100</a>	OVERTIME	260,000.00	260,000.00	2,138.41	113,966.80	146,033.20	43.83 %
<a href="#">100-240-450200</a>	HOLIDAY PAY	22,000.00	22,000.00	561.33	12,722.27	9,277.73	57.83 %
<a href="#">100-240-450300</a>	PROFICIENCY PAY	77,428.00	77,428.00	3,467.01	36,551.56	40,876.44	47.21 %
<a href="#">100-240-450500</a>	CAREER RECOGNITION PAY	0.00	0.00	210.83	2,026.22	-2,026.22	0.00 %
<a href="#">100-240-470000</a>	ASSOCIATED PAYROLL COSTS	1,614,224.00	1,614,224.00	60,972.75	587,750.96	1,026,473.04	36.41 %
	<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>	<b>4,612,408.00</b>	<b>4,612,408.00</b>	<b>167,920.50</b>	<b>1,732,070.16</b>	<b>2,880,337.84</b>	<b>37.55 %</b>
	<b>RptCategory: 50 - MATERIAL AND SERVICES</b>						
<a href="#">100-240-500110</a>	CONTRACTUAL & PROFESSIONAL SER...	76,440.00	76,440.00	2,101.07	48,439.04	28,000.96	63.37 %
<a href="#">100-240-500284</a>	PARK PATROL	13,860.00	13,860.00	0.00	2,492.50	11,367.50	17.98 %
<a href="#">100-240-510044</a>	JUVENILE DIVERSION PROGRAM	9,500.00	9,500.00	0.00	2,500.00	7,000.00	26.32 %
<a href="#">100-240-520100</a>	OPERATIONAL SUPPLIES AND EXPENS...	0.00	139,880.00	1,375.22	8,527.35	131,352.65	6.10 %
<a href="#">100-240-520112</a>	FIREARMS/AMMUNITION	68,000.00	68,000.00	995.69	15,142.71	52,857.29	22.27 %
<a href="#">100-240-520310</a>	MAINTENANCE, REPAIR & OPERATION	0.00	0.00	138.15	1,346.03	-1,346.03	0.00 %
<a href="#">100-240-520320</a>	FLEET FUEL, MAINTENANCE & REPAIR	150,000.00	150,000.00	3,414.92	62,482.60	87,517.40	41.66 %
<a href="#">100-240-520345</a>	RADAR MAINTENANCE REPLACEMENT	0.00	0.00	0.00	1,638.00	-1,638.00	0.00 %
<a href="#">100-240-520400</a>	OFFICE SUPPLIES & EQUIPMENT	179,880.00	40,000.00	1,169.90	11,607.50	28,392.50	29.02 %
<a href="#">100-240-540110</a>	EMPLOYEE APPRECIATION	12,000.00	12,000.00	0.00	346.80	11,653.20	2.89 %
<a href="#">100-240-540200</a>	DUES & MEMBERSHIPS	20,000.00	20,000.00	219.21	3,067.20	16,932.80	15.34 %
<a href="#">100-240-540220</a>	TRAVEL, CONFERENCES & TRAINING	64,000.00	64,000.00	-388.00	13,882.93	50,117.07	21.69 %
<a href="#">100-240-540301</a>	UNIFORMS AND SAFETY EQUIPMENT	40,000.00	40,000.00	1,729.93	26,451.70	13,548.30	66.13 %
<a href="#">100-240-542000</a>	PUBLICATIONS & SUBSCRIPTIONS	8,200.00	8,200.00	-0.91	1,119.02	7,080.98	13.65 %
<a href="#">100-240-560110</a>	CELL PHONES, PAGERS, RADIOS	40,868.00	40,868.00	1,670.51	17,176.84	23,691.16	42.03 %
	<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>	<b>682,748.00</b>	<b>682,748.00</b>	<b>12,425.69</b>	<b>216,220.22</b>	<b>466,527.78</b>	<b>31.67 %</b>
	<b>RptCategory: 60 - CAPITAL OUTLAY</b>						
<a href="#">100-240-651000</a>	VEHICLES AND EQUIPMENT RESERVES	220,000.00	220,000.00	0.00	109,822.57	110,177.43	49.92 %
<a href="#">100-240-661018</a>	RADIO & COMPUTER RESERVE	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
	<b>RptCategory: 60 - CAPITAL OUTLAY Total:</b>	<b>225,000.00</b>	<b>225,000.00</b>	<b>0.00</b>	<b>109,822.57</b>	<b>115,177.43</b>	<b>48.81 %</b>
	<b>Department: 240 - POLICE Total:</b>	<b>5,520,156.00</b>	<b>5,520,156.00</b>	<b>180,346.19</b>	<b>2,058,112.95</b>	<b>3,462,043.05</b>	<b>37.28 %</b>
	<b>Department: 250 - FIRE</b>						
	<b>RptCategory: 40 - PERSONNEL SERVICES</b>						
<a href="#">100-250-432210</a>	FIRE CHIEF	231,160.00	231,160.00	8,745.00	87,796.80	143,363.20	37.98 %

**Budget Report**

**For Fiscal: 2019-2020 Period Ending: 04/30/2020**

		<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>Period Activity</b>	<b>Fiscal Activity</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Percent Used</b>
<a href="#">100-250-432220</a>	FIRE MARSHAL	205,864.00	205,864.00	8,108.44	79,721.44	126,142.56	38.73 %
<a href="#">100-250-432240</a>	FIRE CAPTAIN	489,027.00	489,027.00	19,578.09	192,981.63	296,045.37	39.46 %
<a href="#">100-250-432290</a>	ON-CALL FIREFIGHTERS	548,000.00	548,000.00	20,072.78	185,631.54	362,368.46	33.87 %
<a href="#">100-250-450100</a>	OVERTIME	50,000.00	50,000.00	5,875.40	34,338.38	15,661.62	68.68 %
<a href="#">100-250-450500</a>	CAREER RECOGNITION PAY	0.00	0.00	243.25	2,384.89	-2,384.89	0.00 %
<a href="#">100-250-470000</a>	ASSOCIATED PAYROLL COSTS	682,019.00	682,019.00	31,379.09	294,997.02	387,021.98	43.25 %
<a href="#">100-250-470040</a>	LIFE & DISABILITY INSURANCE	8,000.00	8,000.00	69.27	705.43	7,294.57	8.82 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>		<b>2,214,070.00</b>	<b>2,214,070.00</b>	<b>94,071.32</b>	<b>878,557.13</b>	<b>1,335,512.87</b>	<b>39.68 %</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>							
<a href="#">100-250-500110</a>	CONTRACTUAL & PROFESSIONAL SER...	0.00	0.00	0.00	3,184.32	-3,184.32	0.00 %
<a href="#">100-250-500150</a>	MEDICAL DIRECTOR CONTRACT	29,000.00	29,000.00	990.00	10,530.00	18,470.00	36.31 %
<a href="#">100-250-500210</a>	COMPUTER/TECHNOLOGY SERVICES	0.00	0.00	0.00	1,894.00	-1,894.00	0.00 %
<a href="#">100-250-500498</a>	SHARE COST CCOM DISPATCH	170,000.00	170,000.00	7,374.08	73,740.84	96,259.16	43.38 %
<a href="#">100-250-510022</a>	FIRE GRANTS	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
<a href="#">100-250-520122</a>	FIRE PREVENTION & INVESTIGATION	12,000.00	12,000.00	0.00	600.59	11,399.41	5.00 %
<a href="#">100-250-520124</a>	FIRST RESPONDER SUPPLIES	53,000.00	53,000.00	440.93	19,786.84	33,213.16	37.33 %
<a href="#">100-250-520126</a>	SCBA & TURNOUT MAINTENANCE	0.00	0.00	0.00	20.95	-20.95	0.00 %
<a href="#">100-250-520200</a>	BLDG MAINTENANCE & SUPPLIES	83,800.00	83,800.00	392.97	34,767.42	49,032.58	41.49 %
<a href="#">100-250-520310</a>	MAINTENANCE, REPAIR & OPERATION	0.00	0.00	0.00	155.00	-155.00	0.00 %
<a href="#">100-250-520320</a>	FLEET FUEL, MAINTENANCE & REPAIR	140,000.00	140,000.00	3,972.03	45,016.30	94,983.70	32.15 %
<a href="#">100-250-520400</a>	OFFICE SUPPLIES & EQUIPMENT	5,280.00	5,280.00	0.00	1,541.37	3,738.63	29.19 %
<a href="#">100-250-530200</a>	COVID-19 Emergency Management	0.00	0.00	9,127.41	13,513.00	-13,513.00	0.00 %
<a href="#">100-250-540130</a>	PHYSICAL EXAMINATIONS	48,000.00	48,000.00	0.00	899.00	47,101.00	1.87 %
<a href="#">100-250-540200</a>	DUES & MEMBERSHIPS	15,000.00	15,000.00	275.00	10,135.00	4,865.00	67.57 %
<a href="#">100-250-540222</a>	TECH RESCUE TRAINING	15,250.00	15,250.00	0.00	689.23	14,560.77	4.52 %
<a href="#">100-250-540224</a>	EMS TRAINING & RECERTIFICATION	15,000.00	15,000.00	40.00	4,701.09	10,298.91	31.34 %
<a href="#">100-250-540225</a>	FIREFIGHTER TRAINING	62,000.00	62,000.00	-37.23	14,352.39	47,647.61	23.15 %
<a href="#">100-250-540301</a>	UNIFORMS AND SAFETY EQUIPMENT	30,000.00	30,000.00	629.09	6,970.47	23,029.53	23.23 %
<a href="#">100-250-560110</a>	CELL PHONES, PAGERS, RADIOS	64,000.00	64,000.00	805.10	25,039.30	38,960.70	39.12 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>		<b>792,330.00</b>	<b>792,330.00</b>	<b>24,009.38</b>	<b>267,537.11</b>	<b>524,792.89</b>	<b>33.77 %</b>
<b>RptCategory: 60 - CAPITAL OUTLAY</b>							
<a href="#">100-250-661010</a>	ROUTINE EQUIP REPLACEMENT	0.00	0.00	0.00	1,021.28	-1,021.28	0.00 %
<a href="#">100-250-661012</a>	TURN-OUTS & SCBA RESERVE	0.00	191,620.00	0.00	156,183.16	35,436.84	81.51 %
<a href="#">100-250-661014</a>	DIVE RESCUE EQUIPMENT	0.00	0.00	0.00	1,767.18	-1,767.18	0.00 %
<a href="#">100-250-661016</a>	FIRE APPARATUS & EQUIPMENT RESE...	466,667.00	466,667.00	0.00	291,953.00	174,714.00	62.56 %
<a href="#">100-250-661018</a>	RADIO & COMPUTER RESERVE	44,394.00	44,394.00	0.00	0.00	44,394.00	0.00 %
<b>RptCategory: 60 - CAPITAL OUTLAY Total:</b>		<b>511,061.00</b>	<b>702,681.00</b>	<b>0.00</b>	<b>450,924.62</b>	<b>251,756.38</b>	<b>64.17 %</b>
<b>Department: 250 - FIRE Total:</b>		<b>3,517,461.00</b>	<b>3,709,081.00</b>	<b>118,080.70</b>	<b>1,597,018.86</b>	<b>2,112,062.14</b>	<b>43.06 %</b>
<b>Department: 526 - PARKS</b>							
<b>RptCategory: 40 - PERSONNEL SERVICES</b>							
<a href="#">100-526-437049</a>	PUBLIC WORKS DIRECTOR	50,930.00	50,930.00	2,140.80	20,902.00	30,028.00	41.04 %
<a href="#">100-526-437050</a>	PUBLIC WORKS SUPERVISOR	77,820.00	77,820.00	3,638.77	36,664.81	41,155.19	47.11 %
<a href="#">100-526-437051</a>	PW OPERATIONS MANAGER	15,233.00	15,233.00	0.00	0.00	15,233.00	0.00 %
<a href="#">100-526-437055</a>	PW ADMIN ASSISTANT	18,009.00	18,009.00	733.34	7,984.25	10,024.75	44.33 %
<a href="#">100-526-437070</a>	UTILITY WORKER, JOURNEY	134,877.00	134,877.00	7,932.61	80,568.35	54,308.65	59.73 %
<a href="#">100-526-437071</a>	UTILITY WORKER II	55,224.00	55,224.00	0.00	0.00	55,224.00	0.00 %
<a href="#">100-526-439011</a>	SEASONAL HELP	65,000.00	65,000.00	0.00	12,496.71	52,503.29	19.23 %
<a href="#">100-526-450100</a>	OVERTIME	7,000.00	7,000.00	60.40	3,259.99	3,740.01	46.57 %
<a href="#">100-526-450500</a>	CAREER RECOGNITION PAY	0.00	0.00	268.77	2,731.04	-2,731.04	0.00 %
<a href="#">100-526-470000</a>	ASSOCIATED PAYROLL COSTS	232,885.00	232,885.00	9,097.19	93,207.79	139,677.21	40.02 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>		<b>656,978.00</b>	<b>656,978.00</b>	<b>23,871.88</b>	<b>257,814.94</b>	<b>399,163.06</b>	<b>39.24 %</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>							
<a href="#">100-526-500110</a>	CONTRACTUAL & PROFESSIONAL SER...	65,000.00	65,000.00	5,755.54	18,353.52	46,646.48	28.24 %
<a href="#">100-526-520130</a>	OPERATIONS, MAINTENANCE & REPA...	140,000.00	140,000.00	0.00	29,422.32	110,577.68	21.02 %
<a href="#">100-526-520132</a>	HAZARDOUS TREE REMOVAL	60,000.00	60,000.00	0.00	23,347.75	36,652.25	38.91 %
<a href="#">100-526-520300</a>	EQUIPMENT MAINTENANCE AND SU...	0.00	0.00	0.00	19.35	-19.35	0.00 %
<a href="#">100-526-520320</a>	FLEET FUEL, MAINTENANCE & REPAIR	42,000.00	42,000.00	4,266.68	13,665.74	28,334.26	32.54 %

**Budget Report**

For Fiscal: 2019-2020 Period Ending: 04/30/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<a href="#">100-526-520400</a>	OFFICE SUPPLIES & EQUIPMENT	3,360.00	3,360.00	163.53	2,186.52	1,173.48	65.08 %
<a href="#">100-526-540220</a>	TRAVEL, CONFERENCES & TRAINING	3,500.00	3,500.00	0.00	40.40	3,459.60	1.15 %
<a href="#">100-526-540300</a>	SMALL TOOLS, EQUIPMENT & SAFETY...	30,000.00	30,000.00	101.34	2,355.63	27,644.37	7.85 %
<a href="#">100-526-540400</a>	DUMPING, HAULING, GARBAGE	3,000.00	3,000.00	0.00	560.00	2,440.00	18.67 %
<a href="#">100-526-560100</a>	UTILITIES	60,000.00	60,000.00	1,973.15	23,079.45	36,920.55	38.47 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>		<b>406,860.00</b>	<b>406,860.00</b>	<b>12,260.24</b>	<b>113,030.68</b>	<b>293,829.32</b>	<b>27.78 %</b>
<b>RptCategory: 60 - CAPITAL OUTLAY</b>							
<a href="#">100-526-660100</a>	EQUIPMENT REPLACEMENT RESERVES	120,200.00	120,200.00	0.00	17,855.59	102,344.41	14.85 %
<a href="#">100-526-676050</a>	SYSTEM IMPROVEMENTS & PROJECTS	68,411.00	68,411.00	0.00	7,713.20	60,697.80	11.27 %
<b>RptCategory: 60 - CAPITAL OUTLAY Total:</b>		<b>188,611.00</b>	<b>188,611.00</b>	<b>0.00</b>	<b>25,568.79</b>	<b>163,042.21</b>	<b>13.56 %</b>
<b>Department: 526 - PARKS Total:</b>		<b>1,252,449.00</b>	<b>1,252,449.00</b>	<b>36,132.12</b>	<b>396,414.41</b>	<b>856,034.59</b>	<b>31.65 %</b>
<b>Department: 527 - RECREATION</b>							
<b>RptCategory: 40 - PERSONNEL SERVICES</b>							
<a href="#">100-527-435110</a>	FIELD MAINTENANCE CREW	32,000.00	32,000.00	0.00	6,689.02	25,310.98	20.90 %
<a href="#">100-527-435120</a>	PLAYGROUND AIDES	28,000.00	28,000.00	0.00	10,058.68	17,941.32	35.92 %
<a href="#">100-527-470000</a>	ASSOCIATED PAYROLL COSTS	6,000.00	6,000.00	0.00	2,949.62	3,050.38	49.16 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>		<b>66,000.00</b>	<b>66,000.00</b>	<b>0.00</b>	<b>19,697.32</b>	<b>46,302.68</b>	<b>29.84 %</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>							
<a href="#">100-527-510062</a>	SUMMER PROGRAMS	3,000.00	3,000.00	0.00	1,054.47	1,945.53	35.15 %
<a href="#">100-527-510064</a>	SPECIAL EVENTS	5,000.00	5,000.00	148.96	686.91	4,313.09	13.74 %
<a href="#">100-527-520136</a>	MAINTENANCE & SUPPLIES	2,200.00	2,200.00	0.00	65.76	2,134.24	2.99 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>		<b>10,200.00</b>	<b>10,200.00</b>	<b>148.96</b>	<b>1,807.14</b>	<b>8,392.86</b>	<b>17.72 %</b>
<b>Department: 527 - RECREATION Total:</b>		<b>76,200.00</b>	<b>76,200.00</b>	<b>148.96</b>	<b>21,504.46</b>	<b>54,695.54</b>	<b>28.22 %</b>
<b>Department: 528 - SENIOR CENTER</b>							
<b>RptCategory: 40 - PERSONNEL SERVICES</b>							
<a href="#">100-528-435210</a>	SENIOR CENTER MANAGER	171,144.00	171,144.00	7,194.00	69,367.50	101,776.50	40.53 %
<a href="#">100-528-435240</a>	TRAM DRIVER	61,914.00	61,914.00	2,424.40	26,886.48	35,027.52	43.43 %
<a href="#">100-528-435250</a>	NUTRITION CATERER	51,595.00	51,595.00	0.00	25,774.22	25,820.78	49.95 %
<a href="#">100-528-435280</a>	CENTER ASSISTANT	95,413.00	95,413.00	4,011.00	40,220.63	55,192.37	42.15 %
<a href="#">100-528-435295</a>	BUILDING MONITOR	10,000.00	10,000.00	0.00	2,535.67	7,464.33	25.36 %
<a href="#">100-528-450500</a>	CAREER RECOGNITION PAY	3,405.00	3,405.00	72.73	1,412.47	1,992.53	41.48 %
<a href="#">100-528-470000</a>	ASSOCIATED PAYROLL COSTS	169,016.00	169,016.00	4,758.10	61,432.36	107,583.64	36.35 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>		<b>562,487.00</b>	<b>562,487.00</b>	<b>18,460.23</b>	<b>227,629.33</b>	<b>334,857.67</b>	<b>40.47 %</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>							
<a href="#">100-528-510075</a>	NUTRITION PROGRAM SUPPLIES	36,000.00	36,000.00	672.00	9,895.04	26,104.96	27.49 %
<a href="#">100-528-520140</a>	TRAM EXPENSES	12,500.00	12,500.00	-57.36	6,910.14	5,589.86	55.28 %
<a href="#">100-528-520190</a>	MISCELLANEOUS EQUIPMENT	7,500.00	7,500.00	1,000.00	1,996.98	5,503.02	26.63 %
<a href="#">100-528-520200</a>	BLDG MAINTENANCE & SUPPLIES	16,000.00	16,000.00	1,025.64	8,366.76	7,633.24	52.29 %
<a href="#">100-528-520320</a>	FLEET FUEL, MAINTENANCE & REPAIR	2,500.00	2,500.00	0.00	19.00	2,481.00	0.76 %
<a href="#">100-528-520400</a>	OFFICE SUPPLIES & EQUIPMENT	11,368.00	11,368.00	139.60	3,047.17	8,320.83	26.80 %
<a href="#">100-528-540200</a>	DUES & MEMBERSHIPS	2,800.00	2,800.00	0.00	351.39	2,448.61	12.55 %
<a href="#">100-528-540230</a>	MILEAGE REIMBURSEMENT	100.00	100.00	0.00	0.00	100.00	0.00 %
<a href="#">100-528-560120</a>	TELEPHONES	7,000.00	7,000.00	293.31	2,966.86	4,033.14	42.38 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>		<b>95,768.00</b>	<b>95,768.00</b>	<b>3,073.19</b>	<b>33,553.34</b>	<b>62,214.66</b>	<b>35.04 %</b>
<b>RptCategory: 60 - CAPITAL OUTLAY</b>							
<a href="#">100-528-641010</a>	BUILDING REPAIR	13,000.00	13,000.00	0.00	0.00	13,000.00	0.00 %
<b>RptCategory: 60 - CAPITAL OUTLAY Total:</b>		<b>13,000.00</b>	<b>13,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>13,000.00</b>	<b>0.00 %</b>
<b>Department: 528 - SENIOR CENTER Total:</b>		<b>671,255.00</b>	<b>671,255.00</b>	<b>21,533.42</b>	<b>261,182.67</b>	<b>410,072.33</b>	<b>38.91 %</b>
<b>Department: 529 - LIBRARY</b>							
<b>RptCategory: 40 - PERSONNEL SERVICES</b>							
<a href="#">100-529-435320</a>	LIBRARY ASSISTANT II	360,000.00	360,000.00	0.00	126,163.12	233,836.88	35.05 %
<a href="#">100-529-435392</a>	ON CALL LIB ASSISTANT	0.00	0.00	0.00	12,280.59	-12,280.59	0.00 %
<a href="#">100-529-450500</a>	CAREER RECOGNITION PAY	0.00	0.00	0.00	830.67	-830.67	0.00 %
<a href="#">100-529-470000</a>	ASSOCIATED PAYROLL COSTS	195,000.00	195,000.00	0.00	54,026.23	140,973.77	27.71 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>		<b>555,000.00</b>	<b>555,000.00</b>	<b>0.00</b>	<b>193,300.61</b>	<b>361,699.39</b>	<b>34.83 %</b>

Budget Report

For Fiscal: 2019-2020 Period Ending: 04/30/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>							
<a href="#">100-529-500110</a>	CONTRACTUAL & PROFESSIONAL SER...	265,900.00	265,900.00	0.00	146,871.41	119,028.59	55.24 %
<a href="#">100-529-500210</a>	COMPUTER/TECHNOLOGY SERVICES	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
<a href="#">100-529-510081</a>	NEW BOOKS	95,000.00	95,000.00	0.00	24,880.09	70,119.91	26.19 %
<a href="#">100-529-510082</a>	ADULT/CHILDREN'S PROGRAMS	7,500.00	7,500.00	0.00	1,224.24	6,275.76	16.32 %
<a href="#">100-529-510084</a>	READY TO READ GRANT	2,950.00	2,950.00	0.00	1,472.00	1,478.00	49.90 %
<a href="#">100-529-510086</a>	LIB FOUNDATION FUNDED PROGRAM	5,000.00	5,000.00	0.00	2,487.73	2,512.27	49.75 %
<a href="#">100-529-510100</a>	MARKETING	700.00	700.00	0.00	0.00	700.00	0.00 %
<a href="#">100-529-520400</a>	OFFICE SUPPLIES & EQUIPMENT	6,000.00	6,000.00	0.00	1,410.72	4,589.28	23.51 %
<a href="#">100-529-530100</a>	RENTALS AND LEASES	9,000.00	9,000.00	0.00	3,675.14	5,324.86	40.83 %
<a href="#">100-529-542000</a>	PUBLICATIONS & SUBSCRIPTIONS	4,500.00	4,500.00	0.00	192.31	4,307.69	4.27 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>		<b>421,550.00</b>	<b>421,550.00</b>	<b>0.00</b>	<b>182,213.64</b>	<b>239,336.36</b>	<b>43.22 %</b>
<b>Department: 529 - LIBRARY Total:</b>		<b>976,550.00</b>	<b>976,550.00</b>	<b>0.00</b>	<b>375,514.25</b>	<b>601,035.75</b>	<b>38.45 %</b>
<b>Department: 600 - DEBT SERVICE</b>							
<b>RptCategory: 70 - DEBT SERVICE</b>							
<a href="#">100-600-720040</a>	DEBT PRINCIPAL	320,399.00	320,399.00	0.00	157,709.00	162,690.00	49.22 %
<a href="#">100-600-730040</a>	DEBT SERVICE - INTEREST	170,462.00	170,462.00	0.00	87,555.51	82,906.49	51.36 %
<b>RptCategory: 70 - DEBT SERVICE Total:</b>		<b>490,861.00</b>	<b>490,861.00</b>	<b>0.00</b>	<b>245,264.51</b>	<b>245,596.49</b>	<b>49.97 %</b>
<b>Department: 600 - DEBT SERVICE Total:</b>		<b>490,861.00</b>	<b>490,861.00</b>	<b>0.00</b>	<b>245,264.51</b>	<b>245,596.49</b>	<b>49.97 %</b>
<b>Department: 990 - CONTINGENCY</b>							
<b>RptCategory: 90 - OTHER</b>							
<a href="#">100-990-910000</a>	CONTINGENCY FUNDS	1,144,729.00	1,144,729.00	0.00	0.00	1,144,729.00	0.00 %
<b>RptCategory: 90 - OTHER Total:</b>		<b>1,144,729.00</b>	<b>1,144,729.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,144,729.00</b>	<b>0.00 %</b>
<b>Department: 990 - CONTINGENCY Total:</b>		<b>1,144,729.00</b>	<b>1,144,729.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,144,729.00</b>	<b>0.00 %</b>
<b>Expense Total:</b>		<b>18,834,530.00</b>	<b>19,026,150.00</b>	<b>510,325.80</b>	<b>6,699,574.62</b>	<b>12,326,575.38</b>	<b>35.21 %</b>
<b>Fund: 100 - GENERAL FUND Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>-388,593.08</b>	<b>33,715.85</b>	<b>33,715.85</b>	<b>0.00 %</b>

Budget Report

For Fiscal: 2019-2020 Period Ending: 04/30/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 205 - ROAD AND STREET FUND</b>						
<b>Revenue</b>						
<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL</b>						
<b>RptType: 3000 - BEG FUND BAL.</b>						
<a href="#">205-000-309999</a>	BEGINNING FUND BALANCE	1,750,000.00	1,750,000.00	0.00	0.00	-1,750,000.00 0.00 %
	<b>RptType: 3000 - BEG FUND BAL. Total:</b>	<b>1,750,000.00</b>	<b>1,750,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-1,750,000.00 0.00 %</b>
<b>RptType: 3100 - LOCAL TAXES</b>						
<a href="#">205-000-310060</a>	VEHICLE REGISTRATION FEES	0.00	0.00	15,815.02	25,892.39	25,892.39 0.00 %
	<b>RptType: 3100 - LOCAL TAXES Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>15,815.02</b>	<b>25,892.39</b>	<b>25,892.39 0.00 %</b>
<b>RptType: 3110 - STATE SHARED TAXES</b>						
<a href="#">205-000-310140</a>	STATE HIGHWAY TAXES	1,837,123.00	1,837,123.00	64,553.94	720,303.72	-1,116,819.28 39.21 %
	<b>RptType: 3110 - STATE SHARED TAXES Total:</b>	<b>1,837,123.00</b>	<b>1,837,123.00</b>	<b>64,553.94</b>	<b>720,303.72</b>	<b>-1,116,819.28 39.21 %</b>
<b>RptType: 3120 - RIGHT OF WAY FEES</b>						
<a href="#">205-000-312050</a>	RIGHT OF WAY - TELECOM	436,000.00	436,000.00	11,359.44	143,323.27	-292,676.73 32.87 %
<a href="#">205-000-312055</a>	RIGHT OF WAY - OTHER	450,000.00	450,000.00	5,346.56	53,487.02	-396,512.98 11.89 %
<a href="#">205-000-312060</a>	ROW LICENSES & APP FEES	6,000.00	6,000.00	0.00	350.00	-5,650.00 5.83 %
	<b>RptType: 3120 - RIGHT OF WAY FEES Total:</b>	<b>892,000.00</b>	<b>892,000.00</b>	<b>16,706.00</b>	<b>197,160.29</b>	<b>-694,839.71 22.10 %</b>
<b>RptType: 3141 - SDC</b>						
<a href="#">205-000-314075</a>	TRANSPORTATION SDC'S	20,000.00	20,000.00	3,594.82	80,002.56	60,002.56 400.01 %
<a href="#">205-000-314076</a>	SDC Reimbursement Fee	0.00	0.00	111.18	3,044.72	3,044.72 0.00 %
	<b>RptType: 3141 - SDC Total:</b>	<b>20,000.00</b>	<b>20,000.00</b>	<b>3,706.00</b>	<b>83,047.28</b>	<b>63,047.28 415.24 %</b>
<b>RptType: 3600 - MISCELLANEOUS</b>						
<a href="#">205-000-360000</a>	ALL OTHER ROAD/STREET RECEIPTS	60,000.00	60,000.00	1,795.00	35,269.34	-24,730.66 58.78 %
	<b>RptType: 3600 - MISCELLANEOUS Total:</b>	<b>60,000.00</b>	<b>60,000.00</b>	<b>1,795.00</b>	<b>35,269.34</b>	<b>-24,730.66 58.78 %</b>
	<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:</b>	<b>4,559,123.00</b>	<b>4,559,123.00</b>	<b>102,575.96</b>	<b>1,061,673.02</b>	<b>-3,497,449.98 23.29 %</b>
<b>Department: 910 - TRANSFER IN</b>						
<b>RptType: 3990 - TRANSFERS IN</b>						
<a href="#">205-910-399730</a>	TRANSFER IN FROM SEWER FUND	241,667.00	241,667.00	0.00	0.00	-241,667.00 0.00 %
<a href="#">205-910-399740</a>	TRANSFER IN FROM WATER FUND	171,488.00	171,488.00	0.00	0.00	-171,488.00 0.00 %
<a href="#">205-910-399750</a>	TRANSFER IN FROM STORM WATER	79,676.00	79,676.00	0.00	0.00	-79,676.00 0.00 %
	<b>RptType: 3990 - TRANSFERS IN Total:</b>	<b>492,831.00</b>	<b>492,831.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-492,831.00 0.00 %</b>
	<b>Department: 910 - TRANSFER IN Total:</b>	<b>492,831.00</b>	<b>492,831.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-492,831.00 0.00 %</b>
	<b>Revenue Total:</b>	<b>5,051,954.00</b>	<b>5,051,954.00</b>	<b>102,575.96</b>	<b>1,061,673.02</b>	<b>-3,990,280.98 21.02 %</b>
<b>Expense</b>						
<b>Department: 305 - ROAD AND STREET</b>						
<b>RptCategory: 40 - PERSONNEL SERVICES</b>						
<a href="#">205-305-437049</a>	PUBLIC WORKS DIRECTOR	50,930.00	50,930.00	2,140.80	20,902.00	30,028.00 41.04 %
<a href="#">205-305-437050</a>	PUBLIC WORKS SUPERVISOR	77,822.00	77,822.00	3,638.77	36,664.77	41,157.23 47.11 %
<a href="#">205-305-437051</a>	PW OPERATIONS MANAGER	34,173.00	34,173.00	0.00	0.00	34,173.00 0.00 %
<a href="#">205-305-437055</a>	PW ADMIN ASSISTANT	38,210.00	38,210.00	1,650.00	17,330.86	20,879.14 45.36 %
<a href="#">205-305-437070</a>	UTILITY WORKER, JOURNEY	242,705.00	242,705.00	10,280.73	101,589.92	141,115.08 41.86 %
<a href="#">205-305-439011</a>	SEASONAL HELP	45,000.00	45,000.00	0.00	10,449.55	34,550.45 23.22 %
<a href="#">205-305-450100</a>	OVERTIME	8,000.00	8,000.00	340.19	4,109.62	3,890.38 51.37 %
<a href="#">205-305-450500</a>	CAREER RECOGNITION PAY	2,309.00	2,309.00	156.61	1,591.06	717.94 68.91 %
<a href="#">205-305-470000</a>	ASSOCIATED PAYROLL COSTS	301,436.00	301,436.00	11,730.61	117,718.93	183,717.07 39.05 %
	<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>	<b>800,585.00</b>	<b>800,585.00</b>	<b>29,937.71</b>	<b>310,356.71</b>	<b>490,228.29 38.77 %</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>						
<a href="#">205-305-500110</a>	CONTRACTUAL & PROFESSIONAL SER...	109,200.00	109,200.00	6,473.66	28,000.83	81,199.17 25.64 %
<a href="#">205-305-520130</a>	OPERATIONS, MAINTENANCE & REPA...	500,000.00	500,000.00	313.50	188,603.96	311,396.04 37.72 %
<a href="#">205-305-520172</a>	STREET LIGHT MAINTENANCE	165,000.00	165,000.00	12,453.10	74,175.65	90,824.35 44.95 %
<a href="#">205-305-520174</a>	SHOP SUPPLIES	0.00	0.00	0.00	55.02	-55.02 0.00 %
<a href="#">205-305-520176</a>	TRAFFIC SIGNAL MAINTENANCE	45,000.00	45,000.00	0.00	3,462.46	41,537.54 7.69 %
<a href="#">205-305-520178</a>	STREET SIGN MAINTENANCE	45,000.00	45,000.00	1,779.89	14,895.93	30,104.07 33.10 %
<a href="#">205-305-520320</a>	FLEET FUEL, MAINTENANCE & REPAIR	65,000.00	65,000.00	1,692.65	21,187.09	43,812.91 32.60 %
<a href="#">205-305-520400</a>	OFFICE SUPPLIES & EQUIPMENT	4,160.00	4,160.00	163.52	1,375.92	2,784.08 33.08 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 04/30/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<a href="#">205-305-540220</a>	TRAVEL, CONFERENCES & TRAINING	5,000.00	5,000.00	0.00	135.40	4,864.60	2.71 %
<a href="#">205-305-540300</a>	SMALL TOOLS, EQUIPMENT & SAFETY...	45,000.00	45,000.00	171.60	10,802.30	34,197.70	24.01 %
<a href="#">205-305-540400</a>	DUMPING, HAULING, GARBAGE	5,000.00	5,000.00	0.00	275.00	4,725.00	5.50 %
<a href="#">205-305-560100</a>	UTILITIES	2,200.00	2,200.00	54.07	541.33	1,658.67	24.61 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>		<b>990,560.00</b>	<b>990,560.00</b>	<b>23,101.99</b>	<b>343,510.89</b>	<b>647,049.11</b>	<b>34.68 %</b>
<b>RptCategory: 60 - CAPITAL OUTLAY</b>							
<a href="#">205-305-660100</a>	EQUIPMENT REPLACEMENT RESERVES	575,000.00	575,000.00	0.00	20,695.85	554,304.15	3.60 %
<a href="#">205-305-675056</a>	BIKEWAY & SIDEWALK IMPROVEMENT	72,000.00	72,000.00	0.00	0.00	72,000.00	0.00 %
<a href="#">205-305-676050</a>	SYSTEM IMPROVEMENTS & PROJECTS	1,295,659.00	1,295,659.00	0.00	249,540.73	1,046,118.27	19.26 %
<a href="#">205-305-678090</a>	RESERVE FROM SDC'S	327,535.00	327,535.00	0.00	0.00	327,535.00	0.00 %
<b>RptCategory: 60 - CAPITAL OUTLAY Total:</b>		<b>2,270,194.00</b>	<b>2,270,194.00</b>	<b>0.00</b>	<b>270,236.58</b>	<b>1,999,957.42</b>	<b>11.90 %</b>
<b>Department: 305 - ROAD AND STREET Total:</b>		<b>4,061,339.00</b>	<b>4,061,339.00</b>	<b>53,039.70</b>	<b>924,104.18</b>	<b>3,137,234.82</b>	<b>22.75 %</b>
<b>Department: 920 - TRANSFER OUT</b>							
<b>RptCategory: 89 - TRANSFERS OUT</b>							
<a href="#">205-920-899100</a>	TRANSFER OUT TO GENERAL FUND	81,935.00	81,935.00	0.00	20,483.75	61,451.25	25.00 %
<a href="#">205-920-899730</a>	TRANSFER OUT TO SEWER FUND	169,560.00	169,560.00	0.00	0.00	169,560.00	0.00 %
<a href="#">205-920-899740</a>	TRANSFER OUT TO WATER	169,560.00	169,560.00	0.00	0.00	169,560.00	0.00 %
<a href="#">205-920-899750</a>	TRANSFER OUT TO STORM	169,560.00	169,560.00	0.00	0.00	169,560.00	0.00 %
<b>RptCategory: 89 - TRANSFERS OUT Total:</b>		<b>590,615.00</b>	<b>590,615.00</b>	<b>0.00</b>	<b>20,483.75</b>	<b>570,131.25</b>	<b>3.47 %</b>
<b>Department: 920 - TRANSFER OUT Total:</b>		<b>590,615.00</b>	<b>590,615.00</b>	<b>0.00</b>	<b>20,483.75</b>	<b>570,131.25</b>	<b>3.47 %</b>
<b>Department: 990 - CONTINGENCY</b>							
<b>RptCategory: 90 - OTHER</b>							
<a href="#">205-990-910000</a>	CONTINGENCY FUNDS	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00 %
<b>RptCategory: 90 - OTHER Total:</b>		<b>400,000.00</b>	<b>400,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>400,000.00</b>	<b>0.00 %</b>
<b>Department: 990 - CONTINGENCY Total:</b>		<b>400,000.00</b>	<b>400,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>400,000.00</b>	<b>0.00 %</b>
<b>Expense Total:</b>		<b>5,051,954.00</b>	<b>5,051,954.00</b>	<b>53,039.70</b>	<b>944,587.93</b>	<b>4,107,366.07</b>	<b>18.70 %</b>
<b>Fund: 205 - ROAD AND STREET FUND Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>49,536.26</b>	<b>117,085.09</b>	<b>117,085.09</b>	<b>0.00 %</b>

Budget Report

For Fiscal: 2019-2020 Period Ending: 04/30/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 228 - POLICE LEVY FUND</b>						
<b>Revenue</b>						
<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL</b>						
<b>RptType: 3000 - BEG FUND BAL.</b>						
<a href="#">228-000-309999</a>	BEGINNING FUND BALANCE	165,000.00	165,000.00	0.00	0.00	-165,000.00 0.00 %
	<b>RptType: 3000 - BEG FUND BAL. Total:</b>	<b>165,000.00</b>	<b>165,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-165,000.00 0.00 %</b>
<b>RptType: 3100 - LOCAL TAXES</b>						
<a href="#">228-000-310020</a>	CURRENT LEVY TAX	1,311,323.00	1,311,323.00	2,102.20	593,666.35	-717,656.65 45.27 %
<a href="#">228-000-310050</a>	PRIOR YEAR TAXES	48,000.00	48,000.00	241.12	5,646.18	-42,353.82 11.76 %
	<b>RptType: 3100 - LOCAL TAXES Total:</b>	<b>1,359,323.00</b>	<b>1,359,323.00</b>	<b>2,343.32</b>	<b>599,312.53</b>	<b>-760,010.47 44.09 %</b>
<b>RptType: 3301 - INTEREST</b>						
<a href="#">228-000-330100</a>	INTEREST	7,800.00	7,800.00	356.92	4,617.67	-3,182.33 59.20 %
	<b>RptType: 3301 - INTEREST Total:</b>	<b>7,800.00</b>	<b>7,800.00</b>	<b>356.92</b>	<b>4,617.67</b>	<b>-3,182.33 59.20 %</b>
	<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:</b>	<b>1,532,123.00</b>	<b>1,532,123.00</b>	<b>2,700.24</b>	<b>603,930.20</b>	<b>-928,192.80 39.42 %</b>
	<b>Revenue Total:</b>	<b>1,532,123.00</b>	<b>1,532,123.00</b>	<b>2,700.24</b>	<b>603,930.20</b>	<b>-928,192.80 39.42 %</b>
<b>Expense</b>						
<b>Department: 245 - POLICE LEVY</b>						
<b>RptCategory: 40 - PERSONNEL SERVICES</b>						
<a href="#">228-245-432160</a>	POLICE OFFICER	155,208.00	155,208.00	6,582.06	66,796.05	88,411.95 43.04 %
<a href="#">228-245-432165</a>	SCHOOL RESOURCE OFFICER	155,208.00	155,208.00	7,172.92	68,052.36	87,155.64 43.85 %
<a href="#">228-245-432180</a>	MUNICIPAL ORDINANCE SPECIALIST	127,715.00	127,715.00	5,221.02	51,238.02	76,476.98 40.12 %
<a href="#">228-245-432195</a>	EXECUTIVE ASSISTANT	122,467.00	122,467.00	5,113.00	51,075.68	71,391.32 41.71 %
<a href="#">228-245-450100</a>	OVERTIME	80,000.00	80,000.00	1,597.28	14,488.62	65,511.38 18.11 %
<a href="#">228-245-450200</a>	HOLIDAY PAY	0.00	0.00	286.81	690.58	-690.58 0.00 %
<a href="#">228-245-450300</a>	PROFICIENCY PAY	30,385.00	30,385.00	1,063.76	9,750.65	20,634.35 32.09 %
<a href="#">228-245-450500</a>	CAREER RECOGNITION PAY	0.00	0.00	216.80	2,043.34	-2,043.34 0.00 %
<a href="#">228-245-470000</a>	ASSOCIATED PAYROLL COSTS	482,308.00	482,308.00	17,254.66	172,078.50	310,229.50 35.68 %
	<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>	<b>1,153,291.00</b>	<b>1,153,291.00</b>	<b>44,508.31</b>	<b>436,213.80</b>	<b>717,077.20 37.82 %</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>						
<a href="#">228-245-500498</a>	SHARE COST CCOM DISPATCH	295,000.00	295,000.00	11,869.66	118,696.68	176,303.32 40.24 %
<a href="#">228-245-510032</a>	SRO EXPENSES	4,000.00	4,000.00	0.00	518.13	3,481.87 12.95 %
<a href="#">228-245-510040</a>	K-9 EXPENSES	14,000.00	14,000.00	0.00	1,474.18	12,525.82 10.53 %
<a href="#">228-245-510041</a>	SWAT PROGRAM	8,200.00	8,200.00	0.00	0.00	8,200.00 0.00 %
<a href="#">228-245-520310</a>	MAINTENANCE, REPAIR & OPERATION	20,000.00	20,000.00	0.00	0.00	20,000.00 0.00 %
	<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>	<b>341,200.00</b>	<b>341,200.00</b>	<b>11,869.66</b>	<b>120,688.99</b>	<b>220,511.01 35.37 %</b>
	<b>Department: 245 - POLICE LEVY Total:</b>	<b>1,494,491.00</b>	<b>1,494,491.00</b>	<b>56,377.97</b>	<b>556,902.79</b>	<b>937,588.21 37.26 %</b>
<b>Department: 920 - TRANSFER OUT</b>						
<b>RptCategory: 89 - TRANSFERS OUT</b>						
<a href="#">228-920-899100</a>	TRANSFER OUT TO GENERAL FUND	24,316.00	24,316.00	0.00	6,079.00	18,237.00 25.00 %
	<b>RptCategory: 89 - TRANSFERS OUT Total:</b>	<b>24,316.00</b>	<b>24,316.00</b>	<b>0.00</b>	<b>6,079.00</b>	<b>18,237.00 25.00 %</b>
	<b>Department: 920 - TRANSFER OUT Total:</b>	<b>24,316.00</b>	<b>24,316.00</b>	<b>0.00</b>	<b>6,079.00</b>	<b>18,237.00 25.00 %</b>
<b>Department: 990 - CONTINGENCY</b>						
<b>RptCategory: 90 - OTHER</b>						
<a href="#">228-990-910000</a>	CONTINGENCY FUNDS	13,316.00	13,316.00	0.00	0.00	13,316.00 0.00 %
	<b>RptCategory: 90 - OTHER Total:</b>	<b>13,316.00</b>	<b>13,316.00</b>	<b>0.00</b>	<b>0.00</b>	<b>13,316.00 0.00 %</b>
	<b>Department: 990 - CONTINGENCY Total:</b>	<b>13,316.00</b>	<b>13,316.00</b>	<b>0.00</b>	<b>0.00</b>	<b>13,316.00 0.00 %</b>
	<b>Expense Total:</b>	<b>1,532,123.00</b>	<b>1,532,123.00</b>	<b>56,377.97</b>	<b>562,981.79</b>	<b>969,141.21 36.75 %</b>
	<b>Fund: 228 - POLICE LEVY FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-53,677.73</b>	<b>40,948.41</b>	<b>40,948.41 0.00 %</b>

Budget Report

For Fiscal: 2019-2020 Period Ending: 04/30/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 229 - FIRE LEVY FUND</b>						
<b>Revenue</b>						
<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL</b>						
<b>RptType: 3000 - BEG FUND BAL.</b>						
<a href="#">229-000-309999</a>	BEGINNING FUND BALANCE	451,000.00	451,000.00	0.00	0.00	-451,000.00 0.00 %
	<b>RptType: 3000 - BEG FUND BAL. Total:</b>	<b>451,000.00</b>	<b>451,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-451,000.00 0.00 %</b>
<b>RptType: 3100 - LOCAL TAXES</b>						
<a href="#">229-000-310020</a>	CURRENT LEVY TAX	597,722.00	597,722.00	958.65	270,724.02	-326,997.98 45.29 %
<a href="#">229-000-310050</a>	PRIOR YEAR TAXES	18,000.00	18,000.00	109.95	2,574.76	-15,425.24 14.30 %
	<b>RptType: 3100 - LOCAL TAXES Total:</b>	<b>615,722.00</b>	<b>615,722.00</b>	<b>1,068.60</b>	<b>273,298.78</b>	<b>-342,423.22 44.39 %</b>
<b>RptType: 3301 - INTEREST</b>						
<a href="#">229-000-330100</a>	INTEREST	12,000.00	12,000.00	392.19	7,679.71	-4,320.29 64.00 %
	<b>RptType: 3301 - INTEREST Total:</b>	<b>12,000.00</b>	<b>12,000.00</b>	<b>392.19</b>	<b>7,679.71</b>	<b>-4,320.29 64.00 %</b>
	<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:</b>	<b>1,078,722.00</b>	<b>1,078,722.00</b>	<b>1,460.79</b>	<b>280,978.49</b>	<b>-797,743.51 26.05 %</b>
	<b>Revenue Total:</b>	<b>1,078,722.00</b>	<b>1,078,722.00</b>	<b>1,460.79</b>	<b>280,978.49</b>	<b>-797,743.51 26.05 %</b>
<b>Expense</b>						
<b>Department: 255 - FIRE LEVY</b>						
<b>RptCategory: 40 - PERSONNEL SERVICES</b>						
<a href="#">229-255-432230</a>	TRAINING CAPTAIN	160,532.00	160,532.00	7,194.00	65,473.47	95,058.53 40.79 %
<a href="#">229-255-439010</a>	PART TIME	46,000.00	46,000.00	1,822.91	18,199.61	27,800.39 39.56 %
<a href="#">229-255-439011</a>	SEASONAL HELP	20,000.00	20,000.00	0.00	8,690.56	11,309.44 43.45 %
<a href="#">229-255-470000</a>	ASSOCIATED PAYROLL COSTS	124,471.00	124,471.00	6,263.67	60,763.62	63,707.38 48.82 %
	<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>	<b>351,003.00</b>	<b>351,003.00</b>	<b>15,280.58</b>	<b>153,127.26</b>	<b>197,875.74 43.63 %</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>						
<a href="#">229-255-500110</a>	CONTRACTUAL & PROFESSIONAL SER...	20,000.00	20,000.00	446.58	4,696.58	15,303.42 23.48 %
<a href="#">229-255-520126</a>	SCBA & TURNOUT MAINTENANCE	20,000.00	20,000.00	243.98	1,293.23	18,706.77 6.47 %
<a href="#">229-255-520365</a>	EQUIPMENT TESTING & SERVICE	20,000.00	20,000.00	1,492.00	7,975.50	12,024.50 39.88 %
<a href="#">229-255-520400</a>	OFFICE SUPPLIES & EQUIPMENT	10,000.00	10,000.00	0.00	0.00	10,000.00 0.00 %
<a href="#">229-255-560110</a>	CELL PHONES, PAGERS, RADIOS	20,000.00	20,000.00	0.00	39.99	19,960.01 0.20 %
	<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>	<b>90,000.00</b>	<b>90,000.00</b>	<b>2,182.56</b>	<b>14,005.30</b>	<b>75,994.70 15.56 %</b>
<b>RptCategory: 60 - CAPITAL OUTLAY</b>						
<a href="#">229-255-641030</a>	TRAINING FACILITY	0.00	0.00	0.00	548.49	-548.49 0.00 %
<a href="#">229-255-660120</a>	FIRE, EMS & EXTRICATION EQUIPME...	77,000.00	77,000.00	0.00	1,017.84	75,982.16 1.32 %
<a href="#">229-255-661010</a>	ROUTINE EQUIP REPLACEMENT	50,000.00	50,000.00	493.45	1,579.58	48,420.42 3.16 %
<a href="#">229-255-661012</a>	TURN-OUTS & SCBA RESERVE	55,000.00	55,000.00	0.00	0.00	55,000.00 0.00 %
<a href="#">229-255-661014</a>	TECH RESCUE EQUIPMENT	25,000.00	25,000.00	0.00	5,514.98	19,485.02 22.06 %
<a href="#">229-255-661016</a>	FIRE APPARATUS & EQUIPMENT RESE...	325,000.00	325,000.00	0.00	325,000.00	0.00 100.00 %
	<b>RptCategory: 60 - CAPITAL OUTLAY Total:</b>	<b>532,000.00</b>	<b>532,000.00</b>	<b>493.45</b>	<b>333,660.89</b>	<b>198,339.11 62.72 %</b>
	<b>Department: 255 - FIRE LEVY Total:</b>	<b>973,003.00</b>	<b>973,003.00</b>	<b>17,956.59</b>	<b>500,793.45</b>	<b>472,209.55 51.47 %</b>
<b>Department: 920 - TRANSFER OUT</b>						
<b>RptCategory: 89 - TRANSFERS OUT</b>						
<a href="#">229-920-899100</a>	TRANSFER OUT TO GENERAL FUND	4,863.00	4,863.00	0.00	1,215.75	3,647.25 25.00 %
	<b>RptCategory: 89 - TRANSFERS OUT Total:</b>	<b>4,863.00</b>	<b>4,863.00</b>	<b>0.00</b>	<b>1,215.75</b>	<b>3,647.25 25.00 %</b>
	<b>Department: 920 - TRANSFER OUT Total:</b>	<b>4,863.00</b>	<b>4,863.00</b>	<b>0.00</b>	<b>1,215.75</b>	<b>3,647.25 25.00 %</b>
<b>Department: 990 - CONTINGENCY</b>						
<b>RptCategory: 90 - OTHER</b>						
<a href="#">229-990-910000</a>	CONTINGENCY FUNDS	100,856.00	100,856.00	0.00	0.00	100,856.00 0.00 %
	<b>RptCategory: 90 - OTHER Total:</b>	<b>100,856.00</b>	<b>100,856.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100,856.00 0.00 %</b>
	<b>Department: 990 - CONTINGENCY Total:</b>	<b>100,856.00</b>	<b>100,856.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100,856.00 0.00 %</b>
	<b>Expense Total:</b>	<b>1,078,722.00</b>	<b>1,078,722.00</b>	<b>17,956.59</b>	<b>502,009.20</b>	<b>576,712.80 46.54 %</b>
	<b>Fund: 229 - FIRE LEVY FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-16,495.80</b>	<b>-221,030.71</b>	<b>-221,030.71 0.00 %</b>

Budget Report

For Fiscal: 2019-2020 Period Ending: 04/30/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 307 - CIVIC BUILDINGS CAPITAL FUND (NEW)</b>						
<b>Revenue</b>						
<b>Department: 910 - TRANSFER IN</b>						
<b>RptType: 3990 - TRANSFERS IN</b>						
<a href="#">307-910-399390</a>	TRANSFER IN FROM URBAN RENEWAL	12,766,000.00	12,766,000.00	2,600,000.00	11,053,592.35	-1,712,407.65 86.59 %
	<b>RptType: 3990 - TRANSFERS IN Total:</b>	<b>12,766,000.00</b>	<b>12,766,000.00</b>	<b>2,600,000.00</b>	<b>11,053,592.35</b>	<b>-1,712,407.65 86.59 %</b>
	<b>Department: 910 - TRANSFER IN Total:</b>	<b>12,766,000.00</b>	<b>12,766,000.00</b>	<b>2,600,000.00</b>	<b>11,053,592.35</b>	<b>-1,712,407.65 86.59 %</b>
	<b>Revenue Total:</b>	<b>12,766,000.00</b>	<b>12,766,000.00</b>	<b>2,600,000.00</b>	<b>11,053,592.35</b>	<b>-1,712,407.65 86.59 %</b>
<b>Expense</b>						
<b>Department: 307 - CIVIC CENTER PROJECT</b>						
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>						
<a href="#">307-307-620320</a>	PROJECT MGMT-OWNERS REP	0.00	122,677.00	12,925.25	85,287.80	37,389.20 69.52 %
<a href="#">307-307-620325</a>	OTHER PROF. SERVICES	0.00	25.00	0.00	1,878.23	-1,853.23 7,512.92 %
<a href="#">307-307-620330</a>	PROJECT LEGAL COSTS	0.00	3,828.00	1,141.00	5,136.00	-1,308.00 134.17 %
<a href="#">307-307-620360</a>	FINANCE CONSULTING	0.00	20,000.00	0.00	0.00	20,000.00 0.00 %
	<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>	<b>0.00</b>	<b>146,530.00</b>	<b>14,066.25</b>	<b>92,302.03</b>	<b>54,227.97 62.99 %</b>
<b>RptCategory: 60 - CAPITAL OUTLAY</b>						
<a href="#">307-307-620100</a>	CONSTRUCTION - PHASE 1	0.00	9,717.00	0.00	0.00	9,717.00 0.00 %
<a href="#">307-307-620110</a>	CONSTRUCTION - PHASE 2	12,766,000.00	10,011,612.00	937,295.00	9,324,365.64	687,246.36 93.14 %
<a href="#">307-307-620111</a>	PROJECT RETAINAGE	0.00	0.00	0.00	406,840.34	-406,840.34 0.00 %
<a href="#">307-307-620323</a>	PUBLIC COMMUNICATIONS	0.00	12,020.00	0.00	0.00	12,020.00 0.00 %
<a href="#">307-307-620340</a>	TESTING & SPECIAL INSP.	0.00	39,904.00	7,213.69	36,310.20	3,593.80 90.99 %
<a href="#">307-307-620345</a>	MISC FEES	0.00	0.00	0.00	7,179.26	-7,179.26 0.00 %
<a href="#">307-307-620365</a>	LAND ACQUISITION/SITE PREP	0.00	957.00	0.00	2,258.00	-1,301.00 235.95 %
<a href="#">307-307-620370</a>	ADD ALTERNATES	0.00	212,162.00	323.45	323.45	211,838.55 0.15 %
	<b>RptCategory: 60 - CAPITAL OUTLAY Total:</b>	<b>12,766,000.00</b>	<b>10,286,372.00</b>	<b>944,832.14</b>	<b>9,777,276.89</b>	<b>509,095.11 95.05 %</b>
<b>RptCategory: 90 - OTHER</b>						
<a href="#">307-307-620390</a>	PROJECT CONTINGENCY	0.00	149,000.00	0.00	0.00	149,000.00 0.00 %
	<b>RptCategory: 90 - OTHER Total:</b>	<b>0.00</b>	<b>149,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>149,000.00 0.00 %</b>
	<b>Department: 307 - CIVIC CENTER PROJECT Total:</b>	<b>12,766,000.00</b>	<b>10,581,902.00</b>	<b>958,898.39</b>	<b>9,869,578.92</b>	<b>712,323.08 93.27 %</b>
<b>Department: 990 - CONTINGENCY</b>						
<b>RptCategory: 90 - OTHER</b>						
<a href="#">307-990-910000</a>	CONTINGENCY FUNDS (Rollover Bala...	0.00	2,184,098.00	0.00	0.00	2,184,098.00 0.00 %
	<b>RptCategory: 90 - OTHER Total:</b>	<b>0.00</b>	<b>2,184,098.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,184,098.00 0.00 %</b>
	<b>Department: 990 - CONTINGENCY Total:</b>	<b>0.00</b>	<b>2,184,098.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,184,098.00 0.00 %</b>
	<b>Expense Total:</b>	<b>12,766,000.00</b>	<b>12,766,000.00</b>	<b>958,898.39</b>	<b>9,869,578.92</b>	<b>2,896,421.08 77.31 %</b>
	<b>Fund: 307 - CIVIC BUILDINGS CAPITAL FUND (NEW) Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>1,641,101.61</b>	<b>1,184,013.43</b>	<b>1,184,013.43 0.00 %</b>

Budget Report

For Fiscal: 2019-2020 Period Ending: 04/30/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 390 - URBAN RENEWAL FUND</b>						
<b>Revenue</b>						
<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL</b>						
<b>RptType: 3000 - BEG FUND BAL.</b>						
<a href="#">390-000-309999</a>	BEGINNING FUND BALANCE	14,756,000.00	14,756,000.00	0.00	0.00	-14,756,000.00 0.00 %
	<b>RptType: 3000 - BEG FUND BAL. Total:</b>	<b>14,756,000.00</b>	<b>14,756,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-14,756,000.00 0.00 %</b>
<b>RptType: 3100 - LOCAL TAXES</b>						
<a href="#">390-000-310010</a>	CURRENT YEAR TAXES	1,870,000.00	1,870,000.00	3,325.64	939,174.32	-930,825.68 50.22 %
<a href="#">390-000-310050</a>	PRIOR YEAR TAXES	20,000.00	20,000.00	380.05	8,974.73	-11,025.27 44.87 %
	<b>RptType: 3100 - LOCAL TAXES Total:</b>	<b>1,890,000.00</b>	<b>1,890,000.00</b>	<b>3,705.69</b>	<b>948,149.05</b>	<b>-941,850.95 50.17 %</b>
<b>RptType: 3301 - INTEREST</b>						
<a href="#">390-000-330100</a>	INTEREST	20,000.00	20,000.00	6,617.93	190,024.52	170,024.52 950.12 %
	<b>RptType: 3301 - INTEREST Total:</b>	<b>20,000.00</b>	<b>20,000.00</b>	<b>6,617.93</b>	<b>190,024.52</b>	<b>170,024.52 950.12 %</b>
	<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:</b>	<b>16,666,000.00</b>	<b>16,666,000.00</b>	<b>10,323.62</b>	<b>1,138,173.57</b>	<b>-15,527,826.43 6.83 %</b>
	<b>Revenue Total:</b>	<b>16,666,000.00</b>	<b>16,666,000.00</b>	<b>10,323.62</b>	<b>1,138,173.57</b>	<b>-15,527,826.43 6.83 %</b>
<b>Expense</b>						
<b>Department: 410 - URBAN RENEWAL</b>						
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>						
<a href="#">390-410-500110</a>	CONTRACTUAL & PROFESSIONAL SER...	4,000.00	4,000.00	362.61	1,130.68	2,869.32 28.27 %
<a href="#">390-410-500120</a>	MUNICIPAL AUDIT CONTRACT	15,000.00	15,000.00	0.00	15,040.00	-40.00 100.27 %
<a href="#">390-410-530000</a>	FIRE & LIABILITY INSURANCE	30,000.00	30,000.00	0.00	15,000.00	15,000.00 50.00 %
	<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>	<b>49,000.00</b>	<b>49,000.00</b>	<b>362.61</b>	<b>31,170.68</b>	<b>17,829.32 63.61 %</b>
<b>RptCategory: 70 - DEBT SERVICE</b>						
<a href="#">390-410-730030</a>	DEBT SERVICE PRINCIPAL	876,366.00	876,366.00	0.00	431,573.00	444,793.00 49.25 %
<a href="#">390-410-730040</a>	DEBT SERVICE - INTEREST	201,234.00	201,234.00	0.00	106,952.92	94,281.08 53.15 %
	<b>RptCategory: 70 - DEBT SERVICE Total:</b>	<b>1,077,600.00</b>	<b>1,077,600.00</b>	<b>0.00</b>	<b>538,525.92</b>	<b>539,074.08 49.97 %</b>
<b>RptCategory: 89 - TRANSFERS OUT</b>						
<a href="#">390-410-899100</a>	TRANSFER OUT TO GENERAL FUND	490,861.00	490,861.00	0.00	42,555.51	448,305.49 8.67 %
	<b>RptCategory: 89 - TRANSFERS OUT Total:</b>	<b>490,861.00</b>	<b>490,861.00</b>	<b>0.00</b>	<b>42,555.51</b>	<b>448,305.49 8.67 %</b>
	<b>Department: 410 - URBAN RENEWAL Total:</b>	<b>1,617,461.00</b>	<b>1,617,461.00</b>	<b>362.61</b>	<b>612,252.11</b>	<b>1,005,208.89 37.85 %</b>
<b>Department: 920 - TRANSFER OUT</b>						
<b>RptCategory: 89 - TRANSFERS OUT</b>						
<a href="#">390-920-899307</a>	TRANSFER OUT TO CIVIC BUILDINGS ...	12,766,000.00	12,766,000.00	2,600,000.00	11,053,592.35	1,712,407.65 86.59 %
	<b>RptCategory: 89 - TRANSFERS OUT Total:</b>	<b>12,766,000.00</b>	<b>12,766,000.00</b>	<b>2,600,000.00</b>	<b>11,053,592.35</b>	<b>1,712,407.65 86.59 %</b>
	<b>Department: 920 - TRANSFER OUT Total:</b>	<b>12,766,000.00</b>	<b>12,766,000.00</b>	<b>2,600,000.00</b>	<b>11,053,592.35</b>	<b>1,712,407.65 86.59 %</b>
<b>Department: 990 - CONTINGENCY</b>						
<b>RptCategory: 90 - OTHER</b>						
<a href="#">390-990-910000</a>	CONTINGENCY FUNDS	2,282,539.00	2,282,539.00	0.00	0.00	2,282,539.00 0.00 %
	<b>RptCategory: 90 - OTHER Total:</b>	<b>2,282,539.00</b>	<b>2,282,539.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,282,539.00 0.00 %</b>
	<b>Department: 990 - CONTINGENCY Total:</b>	<b>2,282,539.00</b>	<b>2,282,539.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,282,539.00 0.00 %</b>
	<b>Expense Total:</b>	<b>16,666,000.00</b>	<b>16,666,000.00</b>	<b>2,600,362.61</b>	<b>11,665,844.46</b>	<b>5,000,155.54 70.00 %</b>
	<b>Fund: 390 - URBAN RENEWAL FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-2,590,038.99</b>	<b>-10,527,670.89</b>	<b>-10,527,670.89 0.00 %</b>

Budget Report

For Fiscal: 2019-2020 Period Ending: 04/30/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 730 - SEWER FUND</b>						
<b>Revenue</b>						
<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL</b>						
<b>RptType: 3000 - BEG FUND BAL.</b>						
<a href="#">730-000-309999</a>	BEGINNING FUND BALANCE	936,000.00	936,000.00	0.00	0.00	-936,000.00 0.00 %
	<b>RptType: 3000 - BEG FUND BAL. Total:</b>	<b>936,000.00</b>	<b>936,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-936,000.00 0.00 %</b>
<b>RptType: 3140 - CHARGES FOR SERVICES</b>						
<a href="#">730-000-314050</a>	OAK LODGE SANITARY	1,349,749.00	1,349,749.00	61,264.44	532,865.01	-816,883.99 39.48 %
<a href="#">730-000-314055</a>	TRI-CITY SERVICE DISTRICT	3,473,582.00	3,473,582.00	189,792.92	1,619,446.84	-1,854,135.16 46.62 %
<a href="#">730-000-314080</a>	CONNECTION FEES	10,000.00	10,000.00	0.00	19.10	-9,980.90 0.19 %
	<b>RptType: 3140 - CHARGES FOR SERVICES Total:</b>	<b>4,833,331.00</b>	<b>4,833,331.00</b>	<b>251,057.36</b>	<b>2,152,330.95</b>	<b>-2,681,000.05 44.53 %</b>
<b>RptType: 3141 - SDC</b>						
<a href="#">730-000-314110</a>	SEWER SDCS	15,000.00	15,000.00	5,412.48	81,462.40	66,462.40 543.08 %
<a href="#">730-000-314111</a>	SDC Reimbursement Fee	0.00	0.00	225.52	3,746.60	3,746.60 0.00 %
	<b>RptType: 3141 - SDC Total:</b>	<b>15,000.00</b>	<b>15,000.00</b>	<b>5,638.00</b>	<b>85,209.00</b>	<b>70,209.00 568.06 %</b>
<b>RptType: 3600 - MISCELLANEOUS</b>						
<a href="#">730-000-360000</a>	ALL OTHER SEWER RECEIPTS	2,000.00	2,000.00	385.00	13,159.34	11,159.34 657.97 %
	<b>RptType: 3600 - MISCELLANEOUS Total:</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>385.00</b>	<b>13,159.34</b>	<b>11,159.34 657.97 %</b>
	<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:</b>	<b>5,786,331.00</b>	<b>5,786,331.00</b>	<b>257,080.36</b>	<b>2,250,699.29</b>	<b>-3,535,631.71 38.90 %</b>
<b>Department: 910 - TRANSFER IN</b>						
<b>RptType: 3990 - TRANSFERS IN</b>						
<a href="#">730-910-399205</a>	TRANSFER IN FROM ROAD & STREET ...	169,560.00	169,560.00	0.00	0.00	-169,560.00 0.00 %
	<b>RptType: 3990 - TRANSFERS IN Total:</b>	<b>169,560.00</b>	<b>169,560.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-169,560.00 0.00 %</b>
	<b>Department: 910 - TRANSFER IN Total:</b>	<b>169,560.00</b>	<b>169,560.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-169,560.00 0.00 %</b>
	<b>Revenue Total:</b>	<b>5,955,891.00</b>	<b>5,955,891.00</b>	<b>257,080.36</b>	<b>2,250,699.29</b>	<b>-3,705,191.71 37.79 %</b>
<b>Expense</b>						
<b>Department: 703 - SEWER</b>						
<b>RptCategory: 40 - PERSONNEL SERVICES</b>						
<a href="#">730-703-431500</a>	ACCOUNTING CLERK	27,611.00	27,611.00	680.41	9,416.53	18,194.47 34.10 %
<a href="#">730-703-437049</a>	PUBLIC WORKS DIRECTOR	50,930.00	50,930.00	2,140.80	20,902.00	30,028.00 41.04 %
<a href="#">730-703-437050</a>	PUBLIC WORKS SUPERVISOR	59,895.00	59,895.00	2,824.77	28,330.26	31,564.74 47.30 %
<a href="#">730-703-437051</a>	PW OPERATIONS MANAGER	34,173.00	34,173.00	0.00	0.00	34,173.00 0.00 %
<a href="#">730-703-437055</a>	PW ADMIN ASSISTANT	40,520.00	40,520.00	1,650.00	17,330.86	23,189.14 42.77 %
<a href="#">730-703-437070</a>	UTILITY WORKER, JOURNEY	143,225.00	143,225.00	7,433.00	75,102.51	68,122.49 52.44 %
<a href="#">730-703-437071</a>	UTILITY WORKER II	25,272.00	25,272.00	0.00	0.00	25,272.00 0.00 %
<a href="#">730-703-439011</a>	SEASONAL HELP	35,000.00	35,000.00	0.00	3,460.80	31,539.20 9.89 %
<a href="#">730-703-450100</a>	OVERTIME	10,000.00	10,000.00	155.99	3,020.50	6,979.50 30.21 %
<a href="#">730-703-450500</a>	CAREER RECOGNITION PAY	0.00	0.00	188.48	1,930.17	-1,930.17 0.00 %
<a href="#">730-703-470000</a>	ASSOCIATED PAYROLL COSTS	249,431.00	249,431.00	8,719.47	86,140.68	163,290.32 34.53 %
	<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>	<b>676,057.00</b>	<b>676,057.00</b>	<b>23,792.92</b>	<b>245,634.31</b>	<b>430,422.69 36.33 %</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>						
<a href="#">730-703-500110</a>	CONTRACTUAL & PROFESSIONAL SER...	110,000.00	110,000.00	6,834.75	29,587.35	80,412.65 26.90 %
<a href="#">730-703-500452</a>	SDC PASS THROUGH TO TCSD	15,000.00	15,000.00	0.00	0.00	15,000.00 0.00 %
<a href="#">730-703-500456</a>	OAK LODGE SANITARY DISTRICT	1,068,513.00	1,068,513.00	85,032.80	425,164.00	643,349.00 39.79 %
<a href="#">730-703-500458</a>	TRI-CITY SERVICE DISTRICT	2,583,000.00	2,583,000.00	0.00	730,434.72	1,852,565.28 28.28 %
<a href="#">730-703-520120</a>	BANK CHARGES	0.00	0.00	1,005.24	14,167.59	-14,167.59 0.00 %
<a href="#">730-703-520130</a>	OPERATIONS, MAINTENANCE & REPA...	105,000.00	105,000.00	2,427.66	16,439.20	88,560.80 15.66 %
<a href="#">730-703-520300</a>	EQUIPMENT MAINTENANCE AND SU...	0.00	0.00	0.00	19.35	-19.35 0.00 %
<a href="#">730-703-520320</a>	FLEET FUEL, MAINTENANCE & REPAIR	55,000.00	55,000.00	976.39	8,632.02	46,367.98 15.69 %
<a href="#">730-703-520400</a>	OFFICE SUPPLIES & EQUIPMENT	4,160.00	4,160.00	163.52	3,836.83	323.17 92.23 %
<a href="#">730-703-520430</a>	UTILITY BILLS & POSTAGE	16,000.00	16,000.00	604.72	6,564.14	9,435.86 41.03 %
<a href="#">730-703-540220</a>	TRAVEL, CONFERENCES & TRAINING	7,500.00	7,500.00	0.00	702.87	6,797.13 9.37 %
<a href="#">730-703-540300</a>	SMALL TOOLS, EQUIPMENT & SAFETY...	21,000.00	21,000.00	621.60	8,351.58	12,648.42 39.77 %
<a href="#">730-703-540400</a>	DUMPING, HAULING, GARBAGE	5,000.00	5,000.00	0.00	286.25	4,713.75 5.73 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 04/30/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<a href="#">730-703-560100</a>	UTILITIES	3,200.00	3,200.00	109.04	1,105.16	2,094.84	34.54 %
	<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>	<b>3,993,373.00</b>	<b>3,993,373.00</b>	<b>97,775.72</b>	<b>1,245,291.06</b>	<b>2,748,081.94</b>	<b>31.18 %</b>
	<b>RptCategory: 60 - CAPITAL OUTLAY</b>						
<a href="#">730-703-660100</a>	EQUIPMENT REPLACEMENT RESERVES	662,000.00	662,000.00	0.00	9,816.65	652,183.35	1.48 %
<a href="#">730-703-676050</a>	SYSTEM IMPROVEMENTS & PROJECTS	38,046.00	38,046.00	0.00	129,082.63	-91,036.63	339.28 %
<a href="#">730-703-678090</a>	RESERVE FROM SDC'S	249,000.00	249,000.00	0.00	0.00	249,000.00	0.00 %
	<b>RptCategory: 60 - CAPITAL OUTLAY Total:</b>	<b>949,046.00</b>	<b>949,046.00</b>	<b>0.00</b>	<b>138,899.28</b>	<b>810,146.72</b>	<b>14.64 %</b>
	<b>Department: 703 - SEWER Total:</b>	<b>5,618,476.00</b>	<b>5,618,476.00</b>	<b>121,568.64</b>	<b>1,629,824.65</b>	<b>3,988,651.35</b>	<b>29.01 %</b>
	<b>Department: 920 - TRANSFER OUT</b>						
	<b>RptCategory: 89 - TRANSFERS OUT</b>						
<a href="#">730-920-899100</a>	TRANSFER OUT TO GENERAL FUND	60,748.00	60,748.00	0.00	15,187.00	45,561.00	25.00 %
<a href="#">730-920-899205</a>	TRANSFER OUT TO ROAD & STREET F...	241,667.00	241,667.00	0.00	0.00	241,667.00	0.00 %
	<b>RptCategory: 89 - TRANSFERS OUT Total:</b>	<b>302,415.00</b>	<b>302,415.00</b>	<b>0.00</b>	<b>15,187.00</b>	<b>287,228.00</b>	<b>5.02 %</b>
	<b>Department: 920 - TRANSFER OUT Total:</b>	<b>302,415.00</b>	<b>302,415.00</b>	<b>0.00</b>	<b>15,187.00</b>	<b>287,228.00</b>	<b>5.02 %</b>
	<b>Department: 990 - CONTINGENCY</b>						
	<b>RptCategory: 90 - OTHER</b>						
<a href="#">730-990-910000</a>	CONTINGENCY FUNDS	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00 %
	<b>RptCategory: 90 - OTHER Total:</b>	<b>35,000.00</b>	<b>35,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>35,000.00</b>	<b>0.00 %</b>
	<b>Department: 990 - CONTINGENCY Total:</b>	<b>35,000.00</b>	<b>35,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>35,000.00</b>	<b>0.00 %</b>
	<b>Expense Total:</b>	<b>5,955,891.00</b>	<b>5,955,891.00</b>	<b>121,568.64</b>	<b>1,645,011.65</b>	<b>4,310,879.35</b>	<b>27.62 %</b>
	<b>Fund: 730 - SEWER FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>135,511.72</b>	<b>605,687.64</b>	<b>605,687.64</b>	<b>0.00 %</b>

Budget Report

For Fiscal: 2019-2020 Period Ending: 04/30/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 740 - WATER FUND</b>						
<b>Revenue</b>						
<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL</b>						
<b>RptType: 3000 - BEG FUND BAL.</b>						
<a href="#">740-000-309999</a>	BEGINNING FUND BALANCE	2,009,000.00	2,009,000.00	0.00	0.00	-2,009,000.00 0.00 %
	<b>RptType: 3000 - BEG FUND BAL. Total:</b>	<b>2,009,000.00</b>	<b>2,009,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-2,009,000.00 0.00 %</b>
<b>RptType: 3140 - CHARGES FOR SERVICES</b>						
<a href="#">740-000-314060</a>	WATER SERVICE REVENUE	3,419,750.00	3,419,750.00	156,661.78	1,570,393.56	-1,849,356.44 45.92 %
<a href="#">740-000-314080</a>	WATER SERVICE CONNECTIONS	10,000.00	10,000.00	1,260.00	8,490.00	-1,510.00 84.90 %
	<b>RptType: 3140 - CHARGES FOR SERVICES Total:</b>	<b>3,429,750.00</b>	<b>3,429,750.00</b>	<b>157,921.78</b>	<b>1,578,883.56</b>	<b>-1,850,866.44 46.03 %</b>
<b>RptType: 3141 - SDC</b>						
<a href="#">740-000-314110</a>	WATER SDC'S	10,000.00	10,000.00	7,533.12	60,794.96	50,794.96 607.95 %
<a href="#">740-000-314111</a>	SDC Reimbursement Fee	0.00	0.00	313.88	3,875.16	3,875.16 0.00 %
	<b>RptType: 3141 - SDC Total:</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>7,847.00</b>	<b>64,670.12</b>	<b>54,670.12 646.70 %</b>
<b>RptType: 3600 - MISCELLANEOUS</b>						
<a href="#">740-000-360000</a>	ALL OTHER WATER RECEIPTS	20,000.00	20,000.00	0.00	10,289.32	-9,710.68 51.45 %
	<b>RptType: 3600 - MISCELLANEOUS Total:</b>	<b>20,000.00</b>	<b>20,000.00</b>	<b>0.00</b>	<b>10,289.32</b>	<b>-9,710.68 51.45 %</b>
	<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:</b>	<b>5,468,750.00</b>	<b>5,468,750.00</b>	<b>165,768.78</b>	<b>1,653,843.00</b>	<b>-3,814,907.00 30.24 %</b>
<b>Department: 910 - TRANSFER IN</b>						
<b>RptType: 3990 - TRANSFERS IN</b>						
<a href="#">740-910-399205</a>	TRANSFER IN FROM ROAD & STREET ...	169,560.00	169,560.00	0.00	0.00	-169,560.00 0.00 %
	<b>RptType: 3990 - TRANSFERS IN Total:</b>	<b>169,560.00</b>	<b>169,560.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-169,560.00 0.00 %</b>
	<b>Department: 910 - TRANSFER IN Total:</b>	<b>169,560.00</b>	<b>169,560.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-169,560.00 0.00 %</b>
	<b>Revenue Total:</b>	<b>5,638,310.00</b>	<b>5,638,310.00</b>	<b>165,768.78</b>	<b>1,653,843.00</b>	<b>-3,984,467.00 29.33 %</b>
<b>Expense</b>						
<b>Department: 704 - WATER</b>						
<b>RptCategory: 40 - PERSONNEL SERVICES</b>						
<a href="#">740-704-431500</a>	ACCOUNTING CLERK	33,133.00	33,133.00	816.50	11,299.85	21,833.15 34.10 %
<a href="#">740-704-437049</a>	PUBLIC WORKS DIRECTOR	50,930.00	50,930.00	2,140.80	20,902.00	30,028.00 41.04 %
<a href="#">740-704-437050</a>	PUBLIC WORKS SUPERVISOR	61,712.00	61,712.00	2,884.87	29,143.71	32,568.29 47.23 %
<a href="#">740-704-437051</a>	PW OPERATIONS MANAGER	34,172.00	34,172.00	0.00	0.00	34,172.00 0.00 %
<a href="#">740-704-437055</a>	PW ADMIN ASSISTANT	40,520.00	40,520.00	1,650.00	17,330.86	23,189.14 42.77 %
<a href="#">740-704-437070</a>	UTILITY WORKER, JOURNEY	239,422.00	239,422.00	12,175.08	122,126.63	117,295.37 51.01 %
<a href="#">740-704-437071</a>	UTILITY WORKER II	25,272.00	25,272.00	0.00	0.00	25,272.00 0.00 %
<a href="#">740-704-439011</a>	SEASONAL HELP	35,000.00	35,000.00	0.00	0.00	35,000.00 0.00 %
<a href="#">740-704-450100</a>	OVERTIME	15,000.00	15,000.00	582.53	4,393.92	10,606.08 29.29 %
<a href="#">740-704-450500</a>	CAREER RECOGNITION PAY	0.00	0.00	199.04	2,000.33	-2,000.33 0.00 %
<a href="#">740-704-470000</a>	ASSOCIATED PAYROLL COSTS	324,712.00	324,712.00	12,025.64	117,130.98	207,581.02 36.07 %
	<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>	<b>859,873.00</b>	<b>859,873.00</b>	<b>32,474.46</b>	<b>324,328.28</b>	<b>535,544.72 37.72 %</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>						
<a href="#">740-704-500110</a>	CONTRACTUAL & PROFESSIONAL SER...	135,000.00	135,000.00	6,561.48	43,610.60	91,389.40 32.30 %
<a href="#">740-704-500240</a>	METER READING CONTRACT	50,000.00	50,000.00	2,204.16	21,619.02	28,380.98 43.24 %
<a href="#">740-704-500422</a>	OAK LODGE WATER PURCHASES	0.00	0.00	0.00	1,664.74	-1,664.74 0.00 %
<a href="#">740-704-500425</a>	WHOLESALE WATER	1,304,000.00	1,304,000.00	38,779.49	411,443.10	892,556.90 31.55 %
<a href="#">740-704-520120</a>	BANK CHARGES	13,000.00	13,000.00	935.25	12,802.71	197.29 98.48 %
<a href="#">740-704-520130</a>	OPERATIONS, MAINTENANCE & REPA...	310,000.00	310,000.00	5,406.35	120,318.41	189,681.59 38.81 %
<a href="#">740-704-520162</a>	LABORATORY WATER TESTS	20,000.00	20,000.00	280.00	9,379.00	10,621.00 46.90 %
<a href="#">740-704-520165</a>	FIRE HYDRANT MAINTENANCE & REP...	30,000.00	30,000.00	0.00	2,682.29	27,317.71 8.94 %
<a href="#">740-704-520300</a>	EQUIPMENT MAINTENANCE AND SU...	0.00	0.00	0.00	15.45	-15.45 0.00 %
<a href="#">740-704-520320</a>	FLEET FUEL, MAINTENANCE & REPAIR	45,000.00	45,000.00	1,044.74	12,060.25	32,939.75 26.80 %
<a href="#">740-704-520400</a>	OFFICE SUPPLIES & EQUIPMENT	4,660.00	4,660.00	163.51	2,178.21	2,481.79 46.74 %
<a href="#">740-704-520430</a>	UTILITY BILLS & POSTAGE	12,000.00	12,000.00	604.72	6,544.12	5,455.88 54.53 %
<a href="#">740-704-540220</a>	TRAVEL, CONFERENCES & TRAINING	10,500.00	10,500.00	445.00	2,252.37	8,247.63 21.45 %
<a href="#">740-704-540300</a>	SMALL TOOLS, EQUIPMENT & SAFETY...	22,000.00	22,000.00	713.32	10,700.30	11,299.70 48.64 %
<a href="#">740-704-540400</a>	DUMPING, HAULING, GARBAGE	10,000.00	10,000.00	22.50	2,118.50	7,881.50 21.19 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 04/30/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<a href="#">740-704-560100</a>	UTILITIES	40,000.00	40,000.00	1,533.89	15,275.51	24,724.49	38.19 %
	<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>	<b>2,006,160.00</b>	<b>2,006,160.00</b>	<b>58,694.41</b>	<b>674,664.58</b>	<b>1,331,495.42</b>	<b>33.63 %</b>
	<b>RptCategory: 60 - CAPITAL OUTLAY</b>						
<a href="#">740-704-660100</a>	EQUIPMENT REPLACEMENT RESERVES	200,000.00	200,000.00	0.00	9,816.65	190,183.35	4.91 %
<a href="#">740-704-676050</a>	SYSTEM IMPROVEMENTS & PROJECTS	1,103,762.00	1,103,762.00	0.00	129,136.42	974,625.58	11.70 %
<a href="#">740-704-678090</a>	RESERVE FROM SDC'S	474,000.00	474,000.00	0.00	0.00	474,000.00	0.00 %
	<b>RptCategory: 60 - CAPITAL OUTLAY Total:</b>	<b>1,777,762.00</b>	<b>1,777,762.00</b>	<b>0.00</b>	<b>138,953.07</b>	<b>1,638,808.93</b>	<b>7.82 %</b>
	<b>RptCategory: 70 - DEBT SERVICE</b>						
<a href="#">740-704-720040</a>	2005 BONDED DEBT/PRINCIPAL	317,000.00	317,000.00	0.00	155,000.00	162,000.00	48.90 %
<a href="#">740-704-730040</a>	2005 BONDED DEBT/INTEREST	40,124.00	40,124.00	0.00	21,631.50	18,492.50	53.91 %
	<b>RptCategory: 70 - DEBT SERVICE Total:</b>	<b>357,124.00</b>	<b>357,124.00</b>	<b>0.00</b>	<b>176,631.50</b>	<b>180,492.50</b>	<b>49.46 %</b>
	<b>Department: 704 - WATER Total:</b>	<b>5,000,919.00</b>	<b>5,000,919.00</b>	<b>91,168.87</b>	<b>1,314,577.43</b>	<b>3,686,341.57</b>	<b>26.29 %</b>
	<b>Department: 920 - TRANSFER OUT</b>						
	<b>RptCategory: 89 - TRANSFERS OUT</b>						
<a href="#">740-920-899100</a>	TRANSFER OUT TO GENERAL FUND	65,903.00	65,903.00	0.00	16,475.75	49,427.25	25.00 %
<a href="#">740-920-899205</a>	TRANSFER OUT TO ROAD & STREET F...	171,488.00	171,488.00	0.00	0.00	171,488.00	0.00 %
	<b>RptCategory: 89 - TRANSFERS OUT Total:</b>	<b>237,391.00</b>	<b>237,391.00</b>	<b>0.00</b>	<b>16,475.75</b>	<b>220,915.25</b>	<b>6.94 %</b>
	<b>Department: 920 - TRANSFER OUT Total:</b>	<b>237,391.00</b>	<b>237,391.00</b>	<b>0.00</b>	<b>16,475.75</b>	<b>220,915.25</b>	<b>6.94 %</b>
	<b>Department: 990 - CONTINGENCY</b>						
	<b>RptCategory: 90 - OTHER</b>						
<a href="#">740-990-910000</a>	CONTINGENCY FUNDS	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00 %
	<b>RptCategory: 90 - OTHER Total:</b>	<b>400,000.00</b>	<b>400,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>400,000.00</b>	<b>0.00 %</b>
	<b>Department: 990 - CONTINGENCY Total:</b>	<b>400,000.00</b>	<b>400,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>400,000.00</b>	<b>0.00 %</b>
	<b>Expense Total:</b>	<b>5,638,310.00</b>	<b>5,638,310.00</b>	<b>91,168.87</b>	<b>1,331,053.18</b>	<b>4,307,256.82</b>	<b>23.61 %</b>
	<b>Fund: 740 - WATER FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>74,599.91</b>	<b>322,789.82</b>	<b>322,789.82</b>	<b>0.00 %</b>

Budget Report

For Fiscal: 2019-2020 Period Ending: 04/30/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 750 - STORM WATER FUND</b>						
<b>Revenue</b>						
<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL</b>						
<b>RptType: 3000 - BEG FUND BAL.</b>						
<a href="#">750-000-309999</a>	BEGINNING FUND BALANCE	265,000.00	265,000.00	0.00	0.00	-265,000.00 0.00 %
	<b>RptType: 3000 - BEG FUND BAL. Total:</b>	<b>265,000.00</b>	<b>265,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-265,000.00 0.00 %</b>
<b>RptType: 3140 - CHARGES FOR SERVICES</b>						
<a href="#">750-000-314060</a>	STORM REVENUE	1,593,530.00	1,593,530.00	63,843.46	571,059.21	-1,022,470.79 35.84 %
	<b>RptType: 3140 - CHARGES FOR SERVICES Total:</b>	<b>1,593,530.00</b>	<b>1,593,530.00</b>	<b>63,843.46</b>	<b>571,059.21</b>	<b>-1,022,470.79 35.84 %</b>
<b>RptType: 3141 - SDC</b>						
<a href="#">750-000-314110</a>	STORMWATER SDC'S	10,000.00	10,000.00	2,816.00	50,520.37	40,520.37 505.20 %
<a href="#">750-000-314111</a>	SDC Reimbursement Fee	0.00	0.00	203.00	4,740.00	4,740.00 0.00 %
	<b>RptType: 3141 - SDC Total:</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>3,019.00</b>	<b>55,260.37</b>	<b>45,260.37 552.60 %</b>
<b>RptType: 3600 - MISCELLANEOUS</b>						
<a href="#">750-000-360000</a>	ALL OTHER STORM FUND RESOURCES	0.00	0.00	0.00	10,289.34	10,289.34 0.00 %
	<b>RptType: 3600 - MISCELLANEOUS Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,289.34</b>	<b>10,289.34 0.00 %</b>
	<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:</b>	<b>1,868,530.00</b>	<b>1,868,530.00</b>	<b>66,862.46</b>	<b>636,608.92</b>	<b>-1,231,921.08 34.07 %</b>
<b>Department: 910 - TRANSFER IN</b>						
<b>RptType: 3990 - TRANSFERS IN</b>						
<a href="#">750-910-399205</a>	TRANSFER IN FROM ROAD & STREET ...	169,560.00	169,560.00	0.00	0.00	-169,560.00 0.00 %
	<b>RptType: 3990 - TRANSFERS IN Total:</b>	<b>169,560.00</b>	<b>169,560.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-169,560.00 0.00 %</b>
	<b>Department: 910 - TRANSFER IN Total:</b>	<b>169,560.00</b>	<b>169,560.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-169,560.00 0.00 %</b>
	<b>Revenue Total:</b>	<b>2,038,090.00</b>	<b>2,038,090.00</b>	<b>66,862.46</b>	<b>636,608.92</b>	<b>-1,401,481.08 31.24 %</b>
<b>Expense</b>						
<b>Department: 705 - PUBLIC WORKS DIRECTOR</b>						
<b>RptCategory: 40 - PERSONNEL SERVICES</b>						
<a href="#">750-705-431500</a>	ACCOUNTING CLERK	27,195.00	27,195.00	680.41	9,416.52	17,778.48 34.63 %
<a href="#">750-705-437049</a>	PUBLIC WORKS DIRECTOR	50,930.00	50,930.00	2,140.80	20,902.00	30,028.00 41.04 %
<a href="#">750-705-437050</a>	PUBLIC WORKS SUPERVISOR	59,897.00	59,897.00	2,824.76	28,120.38	31,776.62 46.95 %
<a href="#">750-705-437051</a>	PW OPERATIONS MANAGER	34,172.00	34,172.00	0.00	0.00	34,172.00 0.00 %
<a href="#">750-705-437055</a>	PW ADMIN ASSISTANT	40,519.00	40,519.00	1,649.94	17,330.29	23,188.71 42.77 %
<a href="#">750-705-437070</a>	UTILITY WORKER, JOURNEY	110,447.00	110,447.00	4,046.00	35,317.34	75,129.66 31.98 %
<a href="#">750-705-439011</a>	SEASONAL HELP	35,000.00	35,000.00	0.00	9,421.56	25,578.44 26.92 %
<a href="#">750-705-450100</a>	OVERTIME	4,000.00	4,000.00	155.95	1,754.24	2,245.76 43.86 %
<a href="#">750-705-450500</a>	CAREER RECOGNITION PAY	0.00	0.00	27.23	275.35	-275.35 0.00 %
<a href="#">750-705-470000</a>	ASSOCIATED PAYROLL COSTS	200,629.00	200,629.00	5,460.85	46,818.63	153,810.37 23.34 %
	<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>	<b>562,789.00</b>	<b>562,789.00</b>	<b>16,985.94</b>	<b>169,356.31</b>	<b>393,432.69 30.09 %</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>						
<a href="#">750-705-500110</a>	CONTRACTUAL & PROFESSIONAL SER...	110,000.00	110,000.00	6,038.25	30,219.90	79,780.10 27.47 %
<a href="#">750-705-520120</a>	BANK CHARGES	0.00	0.00	1,005.23	14,169.11	-14,169.11 0.00 %
<a href="#">750-705-520130</a>	OPERATIONS, MAINTENANCE & REPA...	65,000.00	65,000.00	476.96	9,411.73	55,588.27 14.48 %
<a href="#">750-705-520320</a>	FLEET FUEL, MAINTENANCE & REPAIR	22,000.00	22,000.00	868.92	6,808.18	15,191.82 30.95 %
<a href="#">750-705-520400</a>	OFFICE SUPPLIES & EQUIPMENT	5,160.00	5,160.00	163.54	1,945.08	3,214.92 37.70 %
<a href="#">750-705-520430</a>	UTILITY BILLS & POSTAGE	15,800.00	15,800.00	604.91	6,546.11	9,253.89 41.43 %
<a href="#">750-705-540220</a>	TRAVEL, CONFERENCES & TRAINING	5,500.00	5,500.00	0.00	797.82	4,702.18 14.51 %
<a href="#">750-705-540300</a>	SMALL TOOLS, EQUIPMENT & SAFETY...	11,500.00	11,500.00	621.72	6,297.81	5,202.19 54.76 %
<a href="#">750-705-540400</a>	DUMPING, HAULING, GARBAGE	3,000.00	3,000.00	0.00	307.50	2,692.50 10.25 %
<a href="#">750-705-560100</a>	UTILITIES	1,000.00	1,000.00	54.09	541.35	458.65 54.14 %
	<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>	<b>238,960.00</b>	<b>238,960.00</b>	<b>9,833.62</b>	<b>77,044.59</b>	<b>161,915.41 32.24 %</b>
<b>RptCategory: 60 - CAPITAL OUTLAY</b>						
<a href="#">750-705-660100</a>	EQUIPMENT REPLACEMENT RESERVES	100,000.00	100,000.00	0.00	9,819.59	90,180.41 9.82 %
<a href="#">750-705-676050</a>	SYSTEM IMPROVEMENTS & PROJECTS	895,917.00	895,917.00	0.00	85,279.67	810,637.33 9.52 %
	<b>RptCategory: 60 - CAPITAL OUTLAY Total:</b>	<b>995,917.00</b>	<b>995,917.00</b>	<b>0.00</b>	<b>95,099.26</b>	<b>900,817.74 9.55 %</b>
	<b>Department: 705 - PUBLIC WORKS DIRECTOR Total:</b>	<b>1,797,666.00</b>	<b>1,797,666.00</b>	<b>26,819.56</b>	<b>341,500.16</b>	<b>1,456,165.84 19.00 %</b>

Budget Report

For Fiscal: 2019-2020 Period Ending: 04/30/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Department: 920 - TRANSFER OUT</b>						
<b>RptCategory: 89 - TRANSFERS OUT</b>						
<a href="#">750-920-899100</a>	TRANSFER OUT TO GENERAL FUND	60,748.00	60,748.00	0.00	15,187.00	45,561.00 25.00 %
<a href="#">750-920-899205</a>	TRANSFER OUT TO ROAD & STREET F...	79,676.00	79,676.00	0.00	0.00	79,676.00 0.00 %
	<b>RptCategory: 89 - TRANSFERS OUT Total:</b>	<b>140,424.00</b>	<b>140,424.00</b>	<b>0.00</b>	<b>15,187.00</b>	<b>125,237.00 10.82 %</b>
	<b>Department: 920 - TRANSFER OUT Total:</b>	<b>140,424.00</b>	<b>140,424.00</b>	<b>0.00</b>	<b>15,187.00</b>	<b>125,237.00 10.82 %</b>
<b>Department: 990 - CONTINGENCY</b>						
<b>RptCategory: 90 - OTHER</b>						
<a href="#">750-990-910000</a>	CONTINGENCY FUNDS	100,000.00	100,000.00	0.00	0.00	100,000.00 0.00 %
	<b>RptCategory: 90 - OTHER Total:</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100,000.00 0.00 %</b>
	<b>Department: 990 - CONTINGENCY Total:</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100,000.00 0.00 %</b>
	<b>Expense Total:</b>	<b>2,038,090.00</b>	<b>2,038,090.00</b>	<b>26,819.56</b>	<b>356,687.16</b>	<b>1,681,402.84 17.50 %</b>
	<b>Fund: 750 - STORM WATER FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>40,042.90</b>	<b>279,921.76</b>	<b>279,921.76 0.00 %</b>

Budget Report

For Fiscal: 2019-2020 Period Ending: 04/30/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 801 - MUNICIPAL COURT TRUST FUND</b>						
<b>Revenue</b>						
<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL</b>						
<b>RptType: 3000 - BEG FUND BAL.</b>						
<a href="#">801-000-309999</a>	BEGINNING FUND BALANCE	40,000.00	40,000.00	0.00	0.00	-40,000.00 0.00 %
	<b>RptType: 3000 - BEG FUND BAL. Total:</b>	<b>40,000.00</b>	<b>40,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-40,000.00 0.00 %</b>
<b>RptType: 3260 - FINES AND FORFEITURES</b>						
<a href="#">801-000-326020</a>	CITY OF GLADSTONE FINES/FEES	700,000.00	700,000.00	36,383.20	215,429.47	-484,570.53 30.78 %
<a href="#">801-000-326030</a>	CLACKAMAS COUNTY FINES/FEES	26,000.00	26,000.00	521.94	5,041.04	-20,958.96 19.39 %
<a href="#">801-000-326040</a>	STATE OF OREGON FINES/FEES	88,000.00	88,000.00	3,153.66	22,705.66	-65,294.34 25.80 %
<a href="#">801-000-326050</a>	RESTITUTION	6,000.00	6,000.00	200.00	200.00	-5,800.00 3.33 %
<a href="#">801-000-326060</a>	BOND	5,000.00	5,000.00	-13,931.50	4,870.65	-129.35 97.41 %
	<b>RptType: 3260 - FINES AND FORFEITURES Total:</b>	<b>825,000.00</b>	<b>825,000.00</b>	<b>26,327.30</b>	<b>248,246.82</b>	<b>-576,753.18 30.09 %</b>
<b>RptType: 3600 - MISCELLANEOUS</b>						
<a href="#">801-000-360000</a>	ALL OTHER COURT FEES	0.00	0.00	37.39	644.04	644.04 0.00 %
	<b>RptType: 3600 - MISCELLANEOUS Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>37.39</b>	<b>644.04</b>	<b>644.04 0.00 %</b>
	<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:</b>	<b>865,000.00</b>	<b>865,000.00</b>	<b>26,364.69</b>	<b>248,890.86</b>	<b>-616,109.14 28.77 %</b>
	<b>Revenue Total:</b>	<b>865,000.00</b>	<b>865,000.00</b>	<b>26,364.69</b>	<b>248,890.86</b>	<b>-616,109.14 28.77 %</b>
<b>Expense</b>						
<b>Department: 220 - COURT</b>						
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>						
<a href="#">801-220-500500</a>	CITY OF GLADSTONE FINES & FEES	690,000.00	690,000.00	16,642.74	204,383.27	485,616.73 29.62 %
<a href="#">801-220-500510</a>	CLACKAMAS COUNTY FINES & FEES	22,000.00	22,000.00	327.72	5,155.56	16,844.44 23.43 %
<a href="#">801-220-500520</a>	STATE OF OREGON FINES & FEES	88,000.00	88,000.00	623.66	23,665.09	64,334.91 26.89 %
<a href="#">801-220-500530</a>	RESTITUTION	6,000.00	6,000.00	0.00	0.00	6,000.00 0.00 %
<a href="#">801-220-500540</a>	BOND - COURT	5,000.00	5,000.00	0.00	0.00	5,000.00 0.00 %
<a href="#">801-220-500550</a>	ALL OTHER FEES & FINES	0.00	0.00	133.39	668.28	-668.28 0.00 %
	<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>	<b>811,000.00</b>	<b>811,000.00</b>	<b>17,727.51</b>	<b>233,872.20</b>	<b>577,127.80 28.84 %</b>
	<b>Department: 220 - COURT Total:</b>	<b>811,000.00</b>	<b>811,000.00</b>	<b>17,727.51</b>	<b>233,872.20</b>	<b>577,127.80 28.84 %</b>
<b>Department: 990 - CONTINGENCY</b>						
<b>RptCategory: 90 - OTHER</b>						
<a href="#">801-990-910000</a>	CONTINGENCY FUNDS	54,000.00	54,000.00	0.00	0.00	54,000.00 0.00 %
	<b>RptCategory: 90 - OTHER Total:</b>	<b>54,000.00</b>	<b>54,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>54,000.00 0.00 %</b>
	<b>Department: 990 - CONTINGENCY Total:</b>	<b>54,000.00</b>	<b>54,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>54,000.00 0.00 %</b>
	<b>Expense Total:</b>	<b>865,000.00</b>	<b>865,000.00</b>	<b>17,727.51</b>	<b>233,872.20</b>	<b>631,127.80 27.04 %</b>
	<b>Fund: 801 - MUNICIPAL COURT TRUST FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>8,637.18</b>	<b>15,018.66</b>	<b>15,018.66 0.00 %</b>
	<b>Report Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-1,099,376.02</b>	<b>-8,149,520.94</b>	<b>-8,149,520.94 0.00 %</b>

**Fund Summary**

<b>Fund</b>	<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>Period Activity</b>	<b>Fiscal Activity</b>	<b>Variance Favorable (Unfavorable)</b>
100 - GENERAL FUND	0.00	0.00	-388,593.08	33,715.85	33,715.85
205 - ROAD AND STREET FUND	0.00	0.00	49,536.26	117,085.09	117,085.09
228 - POLICE LEVY FUND	0.00	0.00	-53,677.73	40,948.41	40,948.41
229 - FIRE LEVY FUND	0.00	0.00	-16,495.80	-221,030.71	-221,030.71
307 - CIVIC BUILDINGS CAPITAL FUN	0.00	0.00	1,641,101.61	1,184,013.43	1,184,013.43
390 - URBAN RENEWAL FUND	0.00	0.00	-2,590,038.99	-10,527,670.89	-10,527,670.89
730 - SEWER FUND	0.00	0.00	135,511.72	605,687.64	605,687.64
740 - WATER FUND	0.00	0.00	74,599.91	322,789.82	322,789.82
750 - STORM WATER FUND	0.00	0.00	40,042.90	279,921.76	279,921.76
801 - MUNICIPAL COURT TRUST FUND	0.00	0.00	8,637.18	15,018.66	15,018.66
<b>Report Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-1,099,376.02</b>	<b>-8,149,520.94</b>	<b>-8,149,520.94</b>





**CHECK REGISTER FOR APRIL 2020**

<b>Check Date</b>	<b>Check No.</b>	<b>Vendor</b>	<b>Amount</b>	<b>Line Item Description</b>
04/02/2020	88814 - 88818	UB Refund Checks	\$ 567.24	UB Refund Checks
04/07/2020	88819	Aramark	63.60	Mat/Overall Rental - PW
04/07/2020	88820	AutoZone, Inc	89.97	Auto Parts - PD
04/07/2020	88821	Bravo Land Care & Maintenance	360.00	Landscape Maintenance - SC
04/07/2020	88822	Brian Lowry Trucking LLC	1,324.00	Materials Delivery - PW
04/07/2020	88823	BridgePay Network Solutions, LLC	125.20	UB Online Payment Fees - PW
04/07/2020	88824	Cascade Centers, Inc.	55.20	Employee Assistance Program - FD
04/07/2020	88825	Curtis, L. N. Co.	889.95	Uniforms/Safety Equipment - PD
04/07/2020	88826	Delta Auto Glass Inc	55.00	Vehicle Repair - PD
04/07/2020	88827	Ecolab Food Safety Specialties, Inc.	41.35	Kitchen Supplies - SC
04/07/2020	88828	Elmer's Flag & Banner LLC	477.80	US/Oregon Flags - PW
04/07/2020	88829	Firecom	160.00	Wireless Headset - FD
04/07/2020	88830	Hamiltons Appliance	1,149.00	Washer/Dryer - FD
04/07/2020	88831	Home Depot Pro Institutional	674.81	Cleaning Supplies - SC
04/07/2020	88832	Houston, Marc R	990.00	Physician Advisor - FD
04/07/2020	88833	Jill Tate	487.50	Transcription - Admin
04/07/2020	88834	Lori Bell	880.00	Professional Fees - Admin
04/07/2020	88835	Lundquist Legal, LLC	3,090.00	Indigent Defense - CT
04/07/2020	88836	Northside Ford	29,452.89	New Vehicle - PW
04/07/2020	88837	Northwest Floriculture	557.50	Landscape Supplies - PW
04/07/2020	88838	Northwest Natural Gas	1,281.39	Natural Gas Usage - All Depts
04/07/2020	88839	Office Depot	190.25	Office Supplies - PD
04/07/2020	88840	Oregon Patrol Service	310.00	Courtroom Security - CT
04/07/2020	88841	Pamplin Media Group	1,574.00	Newsletter Printing - Admin
04/07/2020	88842	Paramount Pest Control Inc	208.00	Pest Control - PW
04/07/2020	88843	Portland General Electric	5,497.11	Electric Usage - All Depts
04/07/2020	88844	Referral Refrigeration Inc.	452.00	Appliance Maintenance - SC
04/07/2020	88845	Satcom Global Ltd.	42.75	Satellite Phone Service - PD
04/07/2020	88846	Shred-it USA LLC	107.83	Shredding Service - PD
04/07/2020	88847	Sierra Springs	188.72	Drinking Water - PD/Admin
04/07/2020	88848	Smart Foodservice	148.96	Special Event Supplies - Admin
04/07/2020	88849	Solutions Yes	13.76	Copier Usage - IT
04/07/2020	88850	Stitch n' Embroidery Inc.	62.00	Uniforms - PD
04/07/2020	88851	TransUnion Risk and Alternative	75.00	Data Research - PD
04/07/2020	88852	Triangle Pump & Equipment, Inc.	405.00	Pump Maintenance - PW
04/07/2020	88853	Verizon Wireless	2,824.35	Cell Phones - All Depts
04/07/2020	88854	Wilsonville Lock & Security	221.70	Monitoring - PW
04/10/2020	ACH	US Bank	24,320.60	P-Card Payment - All Depts.
04/10/2020	88855	United States Postal Service	40.00	Lock Change Fee
04/14/2020	88856	Accurate Electric of Oregon I	487.36	Kirkwood Pump Maintenance - PW
04/14/2020	88857	Adventist Health Occupational Medicine	93.00	DOT Physical - FD
04/14/2020	88858	Airgas USA LLC	175.33	First Responder Supplies - FD
04/14/2020	88859	Backflow Management Inc	2,068.00	UCMR Plan Setup/Letters - PW
04/14/2020	88860	Batteries Plus	60.36	Batteries - FD
04/14/2020	88861	BMS Technologies	1,814.35	UB Printing/Mailing - PW
04/14/2020	88862	CalPortland Co	22.50	Dump Fees - PW
04/14/2020	88863	Cintas First Aid Lockbox	932.74	First Aid Supplies - All Depts
04/14/2020	88864	City of Lake Oswego	1,400.00	LEDS/NCIC Service - PD
04/14/2020	88865	City of Oregon City	2,343.00	GIS Services - PW
04/14/2020	88866	Clackamas County Finance Department	19,945.74	Dispatch Fees/Ammo/Telecom - PD/FD
04/14/2020	88867	Clackamas Fire District #1	2,668.02	Fleet Maintenance - FD
04/14/2020	88868	Comcast Business	270.37	Phone/Internet - PW
04/14/2020	88869	Curtis, L. N. Co.	170.00	Uniforms - PD
04/14/2020	88870	David A. Bissett	9,875.00	Architectural Fees - PW
04/14/2020	88871	Day Wireless Systems Inc	632.00	Radio Repairs - FD
04/14/2020	88872	Gladstone Municipal Court	461.58	Bank Fee Reimbursement - Admin
04/14/2020	88873	Gold Wrench	612.65	Vehicle Repair - PD
04/14/2020	88874	Home Depot	256.30	Building Supplies - FD
04/14/2020	88875	R-Supply	280.48	Paper Products - FD
04/14/2020	88876	Life-Assist Inc	1,264.00	First Responder Supplies - FD
04/14/2020	88877	Lynn Peavey Company	53.45	First Responder Supplies - FD
04/14/2020	88878	Mallory Safety & Supply LLC	586.61	Safety Equipment - FD

**CHECK REGISTER FOR APRIL 2020**

<b>Check Date</b>	<b>Check No.</b>	<b>Vendor</b>	<b>Amount</b>	<b>Line Item Description</b>
04/14/2020	88879	North Clackamas County	33,298.48	Water Purchases - PW
04/14/2020	88880	Oak Lodge Water Services	981.84	Water Purchases - PW
04/14/2020	88881	Office Depot	324.92	Office Supplies - PD/FD
04/14/2020	88882	One Call Concepts Inc	98.40	Utility Notifications - PW
04/14/2020	88883	One Diversified LLC	27,963.64	DGS Subscription/Licensing - Admin
04/14/2020	88884	Oregon DMV	13.00	Driving Records - PD/Admin
04/14/2020	88885	Pacific Office Automation Inc	10.07	Copier Usage - CT
04/14/2020	88886	Platt Electric Supply	169.75	Safety Supplies - FD
04/14/2020	88887	Portland General Electric	6,155.39	Street Light Electric Usage - PW
04/14/2020	88888	Portland Road & Driveway Co., Inc.	50.00	Dump Fees - PW
04/14/2020	88889	Proforce Law Enforcement	90.69	Uniforms - PD
04/14/2020	88890	SeaWestern	97.35	Equipment Maintenance - FD
04/14/2020	88891	Secure Pacific Corporation	188.70	Quarterly Monitoring - FD/SC
04/14/2020	88892	Sisul Engineering	3,719.50	Professional Fees - PW
04/14/2020	88893	Smith-Wagar Brucker Consulting Inc.	9,545.00	Financial Services - Admin
04/14/2020	88894	Stein Oil Co. Inc.	3,646.74	Gasoline - FD/PD/PW
04/14/2020	88895	Tyler Technologies, Inc.	4,511.25	UB Online Payment Fees - PW
04/14/2020	88896	Uline Inc	443.19	Safety Supplies - PD
04/14/2020	88897	US Bank Equipment Finance	224.46	Copier Usage - IT
04/14/2020	88898	Val Codino Consulting	250.00	Consulting Fee - FD
04/28/2020	88899	Allstream	1,276.29	Land lines - All Depts.
04/28/2020	88900	Bateman Community Living	672.00	Beverages/Supplies - SC
04/28/2020	88901	Beery Elsner & Hammond LLP	5,362.10	Legal Fees - Admin
04/28/2020	88902	Beloof & Haines	3,090.00	Municipal Ct. Judge - CT
04/28/2020	88903	Canon Financial Services, Inc.	1,026.32	Copier Lease/Usage - IT
04/28/2020	88904	CIS Trust	9,645.43	Liability Deductible/GASB75 -Admin
04/28/2020	88905	Comcast	124.18	Internet/Phone - IT
04/28/2020	88906	Cruise Master Prisms Inc	25.45	Supplies - FD
04/28/2020	88907	Cycle Express	39.50	Stickers - FD
04/28/2020	88908	Mallory Safety & Supply LLC	145.00	Disinfecting Supplies - FD
04/28/2020	88909	Nancy McDonald	5,790.00	HR Consultant - Admin
04/28/2020	88910	Northwest Project Services	3,250.00	Professional Fees - PW
04/28/2020	88911	Office Depot	724.00	Office Supplies - PD
04/28/2020	88912	Oregon Association of Water Utilities	445.00	Conference/Updates - PW
04/28/2020	88913	P & C Construction	937,295.00	Civic Building Costs - Admin
04/28/2020	88914	Pacific Office Automation Inc	139.42	Copier Lease/Usage - IT
04/28/2020	88915	Paramount Pest Control Inc	78.00	Pest Control - PW
04/28/2020	88916	PBS Engineering & Environmental Inc.	4,840.59	Civic Building Costs - Admin
04/28/2020	88917	Ritz Safety	79.84	Safety Supplies - PW
04/28/2020	88918	Shiels Obletz Johnsen	12,925.25	Civic Building Costs - Admin
04/28/2020	88919	Stitch n' Embroidery Inc.	64.00	Logo Embroidery - PD
04/28/2020	88920	Three E Company Evironmental	575.00	Hotline Subscription - FD
04/30/2020	88921 - 88925	Payroll Checks	7,029.48	Payroll checks
04/30/2020	88926	Axa Equi-Vest	5,378.72	Voluntary Payroll Deferred Comp
04/30/2020	88927	Axa EVLICO	106.00	Non-PERS Retirement Pmt
04/30/2020	88928	CIS Trust	72,382.49	Monthly Health Insurance
04/30/2020	88929	Clackamas Community Federal Credit Union	1,112.59	GPA Union Dues
04/30/2020	88930	Equitable	1,493.48	Non-PERS Retirement Pmt
04/30/2020	88931	Gladstone Fire Department	525.00	Fire Members House Dues
04/30/2020	88932	Oregon AFSCME Council #75	822.52	AFSCME Union Dues
04/30/2020	88933	United States Postal Service	1,043.61	Newsletter Printing - Admin
		Total General Fund Checks:	<u>1,295,215.90</u>	
4/2/2020	5517	City of Gladstone	\$ 362.61	
		Total Urban Renewal Checks	<u>362.61</u>	
		April 2020 Checks	<u>\$ 1,295,578.51</u>	



**ATTORNEY CHARGES**

<b>Attorneys:</b>	<b>July, 2019</b>	<b>Aug, 2019</b>	<b>Sept, 2019</b>	<b>Oct, 2019</b>	<b>Nov, 2019</b>	<b>Dec, 2019</b>	<b>Totals</b>
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	-	-	-	-	-	-	-
<b>Total</b>	<b>\$ 4,406.88</b>	<b>\$ 9,996.52</b>	<b>\$ 4,346.82</b>	<b>\$ 8,710.00</b>	<b>\$ 2,365.42</b>	<b>\$ 2,365.27</b>	<b>\$ 32,190.91</b>

(pmt on 12/05/19)

<b>Attorneys:</b>	<b>Jan, 2020</b>	<b>Feb, 2020</b>	<b>Mar, 2020</b>	<b>Apr, 2020</b>	<b>May, 2020</b>	<b>June, 2020</b>	<b>Totals for Year</b>
City Charter	\$ -	\$ -	\$ -				\$ -
Elections	431.90	-	-				2,462.60
Finance	23.50	-	-				524.73
General	775.50	258.50	493.50				2,349.85
Civic Center Project	-	705.00	1,141.00				5,136.00
Meeting Attendance	696.80	-	-				696.80
Governance/City Council	522.00	94.00	70.50				2,002.50
Meeting Attendance	1,910.60	767.30	908.30				8,660.72
Intergovernmental	-	638.00	-				8,582.78
Meeting Attendance	-	-	-				4,657.39
Land Use/ Community Development	-	-	982.00				3,590.09
Meeting Attendance	-	-	-				-
Parks & Recreation	-	94.00	-				117.50
Personnel/Labor	23.50	70.50	732.80				2,696.90
AFSCME	-	-	-				-
City Administration	-	-	-				311.30
Public Records & Meetings	-	-	-				47.00
Public Safety	94.00	846.00	-				1,120.00
Public Works	94.00	-	1,034.00				1,692.00
Real Property Transactions	-	-	-				-
Risk Management/Litigation	258.50	13.50	-				1,221.95
Rights of Way-Telecommunications	-	-	-				-
Urban Renewal	-	-	-				-
<b>Total</b>	<b>\$ 4,830.30</b>	<b>\$ 3,486.80</b>	<b>\$ 5,362.10</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 45,870.11</b>





Gladstone Police Department

Monthly Report

May 2020





# Gladstone Police Department

## CHIEF'S REPORT TO CITY ADMINISTRATOR AND COUNCIL



### CHIEF'S REPORT

May 2020

Many have had the unfortunate opportunity to view the video out of Minneapolis. The incident in which George Floyd lost his life is tragic and our thoughts and prayers go out to the Floyd family. The manner in which this senseless death occurred does not fit the values of the Gladstone Police Department.

Like many agencies, we look at our training and how we currently deliver police services. The techniques depicted in the video are not in line with the training of our officers or how services are delivered in Gladstone.

As your Chief of Police, our police department is expected to protect and serve, regardless of race, religion or sexual orientation in a fair and equitable manner. This did not occur in Minneapolis. Every life is precious and when I see officers conduct themselves in a manner that is contradictory to the values of my profession, how we do business as a whole must be evaluated and changes made.

The Gladstone Police Department instills four major values that guide our members and the organization as a whole:

1. Respect, respect our oath, legitimacy in the service we provide and our community as a whole
2. Service, providing professional service through compassion for those we serve and the use of best practices.
3. Character, we will be honest and hold to our moral and ethical principles and be authentic holding true to our core values.
4. Passion, to be the best and do the right thing for the right reason and above all, a passion to represent the City of Gladstone and our community honorably.

The Gladstone Police Department encourages conversation on the topic of race and equity. We value diverse thoughts and opinions, and believe those diverse thoughts and opinions make both the police department and community as a whole that much better and stronger. Transparency in all we do is a priority for the Gladstone Police Department and we feel the support and partnership with the Gladstone community every day. As I have promised, we will work daily to continue to earn your trust and support.

On behalf of the City of Gladstone and its elected officials I would encourage all community members in Gladstone to learn more about its police department and visit our website at <https://www.ci.gladstone.or.us/police>.

Sincerely

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

John Schmerber, Chief of Police



**GLADSTONE POLICE DEPARTMENT  
MONTHLY ACTIVITY REPORT**



**MAY 2020**

GENERAL STATISTICS/TYPE	THIS MONTH	YTD THIS YEAR	YTD LAST YEAR	% +/-	TOP 5 TRAFFIC CITE CHARGES	
Dispatched Incidents	655	3125	3908	-20.04%	Speeding	
Officer Initiated Incidents	462	1578	1560	1.15%	Driving While Suspended	
Total Number of Incidents	1117	4703	5478	-14.15%	Improper Display	
Police Reports Filed	294	1215	1726	-29.61%	Driving Uninsured	
Traffic Contacts	204	744	1142	-34.85%	Fail to Carry Proof of Ins.	
Citations Issued (Charges)	101	291	475	-38.74%	<b>ALARM ADMINISTRATION REPORT</b>	
DUII	2	5	6	-16.67%	Renewals Billed	13
Community Policing Contacts	14	49	15	226.67%	Renewal Fees Collected	150
Murders	0	0	0	0.00%	Senior Exempt Fees	0
K9 Deployments	0	18	24	-25.00%	New Permits Issued	1
Tow Releases	0	1	0	100.00%	False Alarms w/No Permit	0
					1st false Alarm Events	3
					2nd False Alarm Events	0
					3rd False Alarm Events	0
					False Alarm fees collected	\$50.00
					False Alarm fees billed	\$0.00

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



**GLADSTONE POLICE DEPARTMENT**  
**MONTHLY ACTIVITY REPORT**  
**MAY 2020**



SELECTED CALLS FOR SERVICE**	THIS MONTH	YTD THIS YEAR	YTD LAST YEAR	% +/-	SPECIFIC OVERTIME CATEGORIES	HOURS
Abuse/Neglect	3	11	16	-31.25%	Cover Short Shift	76
Accident/Injury or Fatal	2	7	8	-12.50%	Court	13
Accident/Property Damage	7	27	34	-20.59%	Training	1
Assault	3	23	14	64.29%	Presentations/Meetings	7.5
Burglary	3	13	17	-23.53%	Other	8
Domestic/Family Dist.	35	114	115	-0.87%	Swat	0
Drugs/Narcotics	3	22	12	83.33%	K9	4
Disturbance-Fights-Noise	20	75	57	31.58%	SRO	0
Forgery/Fraud	8	55	48	14.58%		
Hit and Run	4	17	32	-46.88%		
Ordinance Violations	35	94	71	32.39%		
Runaway/Missing	5	45	25	80.00%		
Sex Offense	5	11	15	-26.67%		
Suicide	9	54	56	-3.57%		
Suspicious Person or Circumstance	77	292	266	9.77%		
Thefts	17	89	108	-17.59%		
Trespass/Prowler	30	85	45	88.89%		
Vandalism	11	37	33	12.12%		
Vehicles Recovered	1	5	9	-44.44%		
Vehicles Stolen	4	13	27	-51.85%		
Death(Not Suicide/Murder)	2	10	15	-33.33%		

\*\*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

May 2020

• Abandoned Vehicles	3
• Animal Complaints	1
• Community Contacts	2
• Details –New Building, Etc.	4
• Follow Ups	31
• Noise Complaints	2
• Ordinance Complaints	30
• Parking Complaints	4
• Premise Checks	3
• Property Calls	3
• Public Assistance	3
• Assist Fire, Police Calls	4
<b>Total Calls</b>	<b>90</b>
<b>New Cases</b>	<b>12</b>

7555 Ridge Drive Before:



**Updates:**

As we transition to the summer months along with the reductions in social distancing requirements the number of complaints are increasing. Cases have been taking longer to complete because of social distancing.

19640 McLoughlin Blvd. Before:





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



**CODE ENFORCEMENT OFFICER  
MONTHLY REPORT  
Continued.....**

**18203 Webster Rd. Before:**



**1020 Portland Blvd. Before:**





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



## **CODE ENFORCEMENT OFFICER MONTHLY REPORT**

Prepared by Jim Leake

May 2020

**This month GPD responded to several Code Enforcement related incidents:**

Parking Complaints – 17  
Animal Complaints – 19  
Abandoned Vehicles – 2  
Noise Complaints – 11

The abandoned vehicle problem has continued to see a huge reduction with a concerted effort of the officers to tag those vehicles both reported and those that are located. The Covid19 order to stay at home increased the number of animal complaints since many folks were out walking their dogs.

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. Code Enforcement on face to face issues have been put on hold during this Covid19 protocol. I look for more activity once this national emergency is resolved.

Officers spent a lot time working on problems at the Holiday Inn, due to the Covid19 voucher program by local homeless organizations. There were many calls that ordinarily would be considered nuisance incidents. Due to the pandemic, these calls will not be held against Holiday Inn.



# Gladstone Police Department DETECTIVES REPORT TO CHIEF AND COUNCIL



## DETECTIVES MONTHLY REPORT

Prepared by Detective Fich

May 2020

### New Cases Assigned:

1. 20-009388 DCS Heroin and Methamphetamine. Opened 05/02/2020
2. 20-010551 Murder II. MCT Callout 05/21/2020

### Current Caseload:

1. 20-002875 Robbery III. Assigned 04/01/2020 after request for assistance
2. 20-006369 Out-of-State VRO via Facebook Messenger. Assigned 04/02/2020
3. 20-005389 Check Fraud. Assigned 04/07/2020
4. 20-007542 Assault I. Assigned 04/09/2020
5. 20-007885 Check Fraud. Assigned 04/14/2020
6. 20-008413 Fraud. Assigned 04/21/2020
7. 20-008173 Unlawful Distribution of Intimate Image. Assigned 04/24/2020
8. 20-008620 Robbery II/Burglary I. Occurred 04/24/2020. Working it with Officer
9. 20-009388 DCS Heroin and Methamphetamine. Opened 05/02/2020
10. 20-010551 Murder II. MCT Callout 05/21/2020

### Highlights/Noteworthy:

May 1, 2020: Case 20-008620 Very successful execution of high risk search warrant and arrest warrant on Robbery/Burglary case.

May 6, 2020: Case 20-008620 Grand Jury indictment on 1<sup>st</sup> of four suspects for Robbery II, two counts of Burglary I, and UUMV

May 14, 2020: Case 19-022109 Grand Jury indictment on six counts of Sexual Abuse I. Victim was under 14 at the time.



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



**DETECTIVES MONTHLY REPORT**

Prepared by Detective Gilliam

May 2020

**New Cases Assigned: 4**

1. 20-009309 – Animal Abuse (assigned 5/04)
2. 20-010134 – Sodomy (assigned 5/18)
3. 20-010600 – Child Porn (assigned 5/22)
4. 20-011028 – Stalking (assigned 5/28)

**Cases Cleared: 6**

1. 20-004693 – Rape (case submitted to DA's office for review)
2. 20-007327 – Invasion of Personal Privacy (case submitted; DA's office charging case)
3. 20-008620 – Robbery (investigation continuing with Detective Fich)
4. 20-008987 – Fraud (informational report written; no crime or victim)
5. 19-020695 – Burglary/Theft (case suspended due to lack of investigative leads)
6. 20-011028 – Stalking (informational report written; no crime)

**Current Caseload: 5**

1. 20-010600 – Child Porn (active investigation with Department of Justice)
2. 20-010134 – Sodomy (children forensics interview scheduled)
3. 20-009309 – Animal Abuse (necropsy results pending)
4. 20-003180 – Juvenile Sex Abuse (arrest warrant issued; suspect interview pending)
5. 19-021067 – Assault/Hit and Run (arrest warrant issued; suspect interview pending)

**Notes:**

1. Completed a 14.5-hour on-line Advanced Tactical Medic training course
2. Completed online specialty courses including Blue-to-Gold University's *Hot and Fresh Pursuits*, *Anonymous Tips*, and *Cops & Cameras*
3. Completed training webinars including Oregon Sex Assault Task Force's *Human Trafficking 101* and *Prosecuting Sex Trafficking Cases*
4. SWAT/CNT intergovernmental agreement successfully signed by Gladstone City Council



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

**K9 MONTHLY REPORT**

May 2020

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	0	0	12

K9 Nanuk and I had no deployments this month. We spent some time beginning to train department members how to place Nanuk in a muzzle in the event of an emergency.

This month we worked through some training drills inside a building with blank rounds being fired and moving through the building as a team. K9 Nanuk handled all of the challenges very well. We also spent time introducing ladders to K9 Nanuk and starting to train him to climb a ladder.





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



**OPERATIONS MONTHLY REPORT**

Prepared by Sgt. Okerman

May 2020

5/2 – Subject related to Home-invasion robbery in April is arrested. Sallyport and holding cell used at the new police facility.

Shoplifter at Walgreens caught. Subject was cited and all property recovered. Subject later smashed out windows at Chang's so he "could get out of the rain".

5/4 – Traffic crash at McLoughlin Blvd and River Rd. Driver went through a flashing yellow light and hit a truck head on. Both vehicles were heavily damaged. The resulting damage took out a traffic signal pole and the traffic lights were out in all directions for over an hour.

5/16 – Officers assisted in serving Stalking orders related to an ongoing neighbor dispute.

5/17 – Domestic called in at Holiday Inn between two people staying on vouchers. One subject was cited for outstanding warrants.

5/22 – Subject cited for Misuse of 911 after over 7 911 calls made in under 24 hours for non-emergent issues after several warning had been given.

5/23 – Subject who had been called in previously for hitting a dog with a stick was located. Subject did not speak English. Through a translator subject was educated and warned about the situation and possible consequences of continued action.

5/24 – On foot patrol at Dahl Beach officer located two groups who were violating park rules and asked to leave. One group had been drinking and fishing without a license. The other group had been smoking Marijuana.

5/29 – Auto Town Buick GMC dealership had a vehicle stolen off the lot during the day. It was witnessed and an employee followed. The suspect drove to West Linn and eventually stopped in a parking lot. West Linn Police Department and Oregon State Police assisted until Gladstone Police Department arrived to take the suspect into custody. Suspect has a mental health history and had to be cited and released.

5/30 – Vehicle drove over the curb from Oatfield Rd and onto E Clarendon St at the dead end. When officers arrived they could clearly see the driver was intoxicated. After a completed investigation the driver was arrested and their BAC was .14%.

5/30 – GPD staffed up and prepared for possible protests.



# Gladstone Police Department

## SERGEANT REPORT TO CHIEF AND COUNCIL

### MONTHLY UNIT OR SPECIAL ACTIVITY REPORT



## PATROL MONTHLY REPORT

Prepared by: Sergeant Bell

May 2020

### Patrol Activity

There has been Increased traffic enforcement for speeders and other major violations with main emphasis on Glen Echo.

Officer Day had a pursuit that ended in an arrest. The suspect is wanted in a possible shooting in Portland. There have been several felony warrant arrests and we had a Hit and Run that originated in Oregon City.

Officer Winters is now training with Officer Orr on FTEP. He is driving and getting immersed in calls. He goes back to the academy on July 7<sup>th</sup>.





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



**PATROL MONTHLY REPORT**

Prepared by: Sergeant Leake

May 2020

**Patrol Activity**

**05-01-2020** Reserve Officer Hale did foot patrol through the business district in downtown Gladstone. Several traffic and subject stops were made throughout the shift.

**05-04-2020** K9 Officer Olson covered Molalla on a burglary in progress. The case turned into several buildings on different properties that had been burgled. A female was located and she mentioned a boyfriend wandering around. K9 Officer Olson found the suspect vehicle but the male was outstanding. Other burglaries were found and the case is still on going.

Several traffic stops were made during the shift, with one of note. Officer Butler stopped a vehicle doing 70 mph on McLoughlin. The driver was cited for 30 over the limit.

**05-05-2020** Sergeant Leake did a premise check on the dirt road between 82 Drive and Edgewater checking on the day camp used by transients. The garbage and belongings were still there but no live bodies. This is an ongoing project.

Sergeant Leake and Sergeant Bell were dispatched to a disturbance call at the Arlington Apartments where a male had been pepper sprayed by his neighbor. The male was reported as Autistic and when police arrived, he had indeed been pepper sprayed. The female neighbor claimed the male had walked through her garden on the backside of the apartments. The male had picked up a large rock in defense of being pepper sprayed.

Sergeant Leake worked traffic on McLoughlin and stopped three vehicles for speeding; 58, 59 and over 60 miles per hour in about 45 minutes. All drivers were cited for speeding.

**05-09-2020** Sergeant Leake did a premise check at High Rocks due to the warm weather. About 30 people with appropriate social distancing were there and there was no remarkable behavior.

**05-10-2020** K9 Officer Olson responded to cover Oregon City Police Department on a burglary in progress. The reporting party had off site video that verified the break in. Two subjects were found and detained at the location while two others were outstanding. Two subjects were taken to jail.

**05-12-2020** Sergeant Leake, Sergeant Bell, K9 Officer Olson and Officer Orta responded to assist Gladstone Fire Department on an overdose call. K9 Officer Olson arrived and used his Naloxin and the subject was resuscitated. He was then transported to the hospital for treatment.



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



**PATROL MONTHLY REPORT**  
**Continued.....**

**05-16-2020** Sergeant Leake towed an abandoned vehicle on E Exeter street, that had been tagged 4 days earlier. The report from a citizen was this van has been there for 8 months. Sergeant Leake talked to the neighbor and she said it had been abandoned by her son's friend 2 months ago and she welcomed it being towed. It appeared someone had been living inside and there was garbage strewn about. The area was cleaned up and the vehicle towed by Buds Towing.

**05-23-2020** Sergeant Leake, Officer Winters and Officer Orr were dispatched to a report of three missing children near the foot bridge on 82<sup>nd</sup> Drive. The mother reported three kids, age 4, 5 & 6 scooted away from her as she walked with her infant child. She was unable to find them. Police units started with the mother on Arlington and Sergeant Leake went to check the home on Exeter while Officer Winters and Officer Orr drove the blocks. The children were found by the mother over near Cross Park and they were safe and sound.

**05-24-2020** Sergeant Leake did a premise check at Meldrum Bar Park at about 6:45 PM and found the park had about 100 people there but everyone was behaving and social distancing. The boat ramp area was pretty busy with boaters and jet skiers as well as fishermen.

Officer Butler stopped a motorcycle and suspected the rider was DUII. The rider did SFST's and did pretty well on the physical tests but failed miserably on the nystagmus test. He was processed for DUII and blew .18.

**05-25-2020** Sergeant Leake and Officer Butler concentrated on traffic stops on the shift, making approximately 15 traffic stops and issuing citations and warnings. Other officer's also made traffic stops, subject stops and did premise checks at vacant locations for community safety

**05-26-2020** Sergeant Leake and K9 Officer Olson responded to Kraxberger Middle School on a report of kids on the roof. K9 Officer Olson and Sergeant Leake did not find anyone on the roof and cleared. A few minutes later they were called back by the janitor who could hear the kids running on the roof still. Gladstone Fire Department was called out and a ladder was used to get on the roof. No one was found but it was found the roof access to get inside the school was broken. In looking at surveillance cams in the school, the kids made entry. There was no damage and the roof access door was secured.



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

**SCHOOL RESOURCE OFFICER**  
**MONTHLY REPORT**

Prepared by SRO Graves

May 2020

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.

<b>*Stats are for the 2019-2020 school year*</b>	<b>This Month</b>	<b>Year to Date</b>
Student Interventions	0	25
Assist Faculty with Problem	0	22
Meeting/Assist Family/Parents/Guardians	0	12
Classroom Presentations	0	1
Welfare Check/Home Check	0	11
Gang Affiliation Contacts	0	0

Freshman students from the Gladstone High School manufactured several face shields and donated them the Police and City.

I've had several meetings with the Gladstone School district to discuss plans for Senior Parade and Graduation. A parade route has been chosen with specific thoughts to area where the public could gather to cheer for the seniors. All permits were submitted to the city and approved. The parade will take place on June 8<sup>th</sup> from 5:30 PM to 7:00 PM. Graduation will take place on June 11<sup>th</sup> from 6:00 PM to 9 PM.

I was contacted by Kraxberger Middle school about their promotions for the 8<sup>th</sup> graders. The drive thru promotion will take place on June 10<sup>th</sup> from 5:00 PM to 7:00 PM. All of the activities should take place on their property, but I will attend for any traffic control issues that arise.



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

**SCHOOL RESORCE OFFICER**  
**MONTHLY REPORT**  
**Continued.....**





# GLADSTONE PUBLIC WORKS

## Staff Report for the Month of

May 2020

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Report Date : May 30, 2020  
To : Jacque M. Betz, City Administrator  
Copy : Mayor and City Council  
From : Jim Whynot, Public Works Director

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### WATER DIVISION

Covid-19 has us scaled back on preventative operations in utilities, but it has also offered us time to focus on relocating a portion of our operations to the new space we gained from the PD vacating to their new building. This will allow room for a future remodel of the existing PW's building. We have also worked to organize our vehicles and complete quarterly inspections of our equipment.

The Water Dept. continues to have our routine utility locates, GIS map updates and water system reservoir/pump station monitoring, State Drinking Water Authority drinking water system chlorine residual sampling and total coliform sampling. Additionally, meter maintenance kept us busy, not getting meter maintenance sheets while Utility Billing was under staffed has provided a fair amount of work to catch up on. We are working to get these needed maintenance items handled as quickly and efficiently as possible. Meter Maintenance includes, replacing meters that are reported as dead, testing meters for accuracy, replacing cracked shields which prevents meters from being read, cleaning meter boxes of mud and debris, replacing hazardous meter box tops that are broken or cracked and sinking meter boxes.



### Water Leaks:

Responded to a water leak on Shawn Ct. where two services needed to be replaced. Discovered that the saddles that connect the services to the main were also in bad shape. One was leaking and coming apart and the other one was corroded and barely hanging on by a thread. We throttled down the main keeping customers in water and replaced both of the saddles live.



A resident called regarding a concern that there was a sink hole forming in front of her homes driveway, at 340 W. Clackamas Blvd. The water dept. fixed the main line and then fixed the sink hole, by backfilling the area. Residents contacting the PW's office to report these concerns, utilizing our work order system brings these concerns to our attention which allows our crews to address these concerns in a timely manner.



Leak in the 2" galvanized iron water main on at 340 W. Clackamas. We installed a repair band to fix the leak.

## Tank Inspections:

Our 2019 water system survey had action items that needed addressed, these items were required to be completed by the end of 2020. We began the process of completing these required items with the assistance of Smith Crane. Inspections and documentation of the Webster and Kirkwood reservoirs vent screens, man hatches and hatch locks were completed.



Per State Drinking Water Survey, we are required to provide documentation of the inspections of: vent screens, hatch seals and hatch locks every 3 years. We are working to facilitate the required repairs that we found during our inspections. The Kirkwood reservoir is in need of a vent screen. The Webster 1-million-gallon tank needs a vent screen as well as the seal on the man hatch. Once these repairs have been completed we will be in compliance with our 2019 Water System Survey requirements.

## SEWER DIVISION

During this time of Covid-19, the crew is only accessing the sewer system in emergency cases, we have not had any this month. We continue with routine manhole inspections and lateral inspections for new service lines for both new construction and replacement lines for existing homes.



A resident contacted our office regarding concerns that there was a sewer back up on the city side, he had been unable to locate it in his system. Our crews responded and completed a sewer flow test and inspections at manholes determining that the city system was flowing. The resident rented a heavy duty snake and was able to remove this mass of tightly wound tree roots. He contacted our office to thank us for the quick response and wanted to let us know that he was able to resolve his issue.

## STORMWATER DIVISION

We continue to manage our catch basin cleaning in areas, 1 & 3 (zones per leaf pick up map) this year our focused areas for catch basin cleaning are 1,3,7 & 8. These areas are determined by our NPDES permit requirements. Utilizing our Vactor truck for both urgent and routine catch basin cleaning helps our small crew tackle a huge task. Ongoing catch basin cleaning has reduced flooding in town during both winter and spring months. It also has had a positive impact on our rivers, maintaining the storm system/catch basins reduces pollutants, trash and sediment that would otherwise end up in our beloved Clackamas & Willamette Rivers.



DEQ recently approved our NPDES/TMDL annual report these documents are available to be viewed on the Public Works page of our City website.

## STREETS DIVISION



The Streets Dept. continues to take advantage of the beautiful weather to complete much needed paving and patching jobs. The paving job to the left is in the area of Safeway & High Rocks Restaurant. Many residents and customers of the businesses in the area were very happy to see our crews out paving this area, and the finished product looked wonderful!

Below is the street crew working to patch the large area that was required to access and repair the water leak repair on Shawn Ct.



We continue to get daily calls regarding pot holes and street concerns from residents and business owners. We do our best to prioritize these requests and resolve them as quickly as we are able.



Local businesses are starting to reopen and have the full support of Gladstone patrons. The Streets Dept. received a request to provide 3 additional trash receptacles to manage the overflow of garbage for the businesses on & near the 400 block of Portland Ave.

ROW Inspections continue, this installation of a new sewer line for a new construction project and an additional new sewer lateral for an existing home on Arlington St. took quite a bit of time and effort from multiple departments. It is a good example of how detailed management of ROW projects can be. We worked with the contractor to make sure that the installations were up to the new city standards for both the sewer system and the roadway repairs. While managing concerns that residents brought to both PW and PD regarding sediment going into our storm system, flagging and traffic control concerns.



## PARKS DIVISION



A sign of the season and possibly a sign of boredom, our park buildings have not been the only victims of increased graffiti. The Dahl Beach pump house is an example of the surface types that take much more time and effort to clean senseless graffiti from. Our crews have been battling graffiti more now than in years past. We are dealing with it all over town, it is an unsightly distraction to our beautiful open areas. Increased amounts of garbage in our parks is also an ongoing battle, garbage runs have been increased substantially with COVID-19.

Park staff including seasonal help is vigilant on the required signage for required “Social Distancing”, “Restroom Cleaning” and other required postings such as signage for “Playground Closed”. Playgrounds are also being taped off with caution tape, but we are faced daily with having to redo the signage at playgrounds, sometime multiple times a day at multiple parks, due to people removing it, tearing down/destroying signs and kicking over the barricades.





Park Mowing was behind, but we now have seasonal staff on board and they are helping us to get caught up on these much needed maintenance items. Currently we are utilizing two seasonal staff members to keep on top of the quickly growing grass.



## FACILITIES AND FLEET DIVISION

- Fleet services have begun on our seasonal equipment; we are working to maintain and service all our equipment for the summer season.
- Facilities has continued to work with Civic Center staff to manage needs and requests as needed.
- Entrance mats have been added to both the City Hall and PD sides of the Civic Center to increase safety for both employees and customers at entry points.

## ADMINISTRATION:

- Calculating SDCs for private & commercial development, which requires plan reviews on items other than a single family residence. Currently working on multiple independent builds.
- Ongoing discussions to improve process and procedure between the city and county, regarding private and commercial development projects.
- Facilitating dept. reviews for building permits and signage permits for release letters to Clackamas County.
- Working with Oak Lodge Water Services to update and clarify our IGA.
- Meldrum Bar Dredging project, Bid has been awarded and we are working to finalize the contract and bring to City Council.
- Continuing administering the ODFW and OSMB Meldrum Bar dredging grant, tracking staff time.
- Monitor progress on DEQ MAO requirements.
- Posting required annual reports for Water and Storm departments.
- 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.
- 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.
- Preparing contract and other required items for the city slurry seal project.
- Crew time management, processing of daily time tracking sheets, which allow our dept. to manage and budget our time accordingly.

“Tis skill, not strength, that governs a ship”

-Thomas Fuller

## Gladstone Fire Department Monthly Report: May 2020

**Report Date:** June 2, 2020  
**To:** City Administrator Jacque Betz  
**Cc:** City Council  
**From:** Fire Chief Rick Huffman

There were 137 calls for service in the City of Gladstone for May of 2020 (this includes 14 ambulance only transports within our city). Some of our notable and critical responses are listed in the table to the right:

Pandemic operations continue to impact the fire department. We have maintained our PPE supply and training to support these conditions.

Response times have been excellent as we have been staffing with three personnel 24/7 (the standard staffing in the Portland Metro area for a Fire Engine). This staffing model is also to reduce the amount of firefighters in the station, or coming in from home (on-call) as in past practices. This will help if we have exposures to COVID-19 that result in quarantines, by reducing the exposure potential. These practices are revealing the value and need for staffing the Gladstone Fire Department to meet current response standards.

START TIME: 2020-05-01 00:00:00		END TIME: 5/31/2020 11:59:59 PM	
<b>FIRE CALLS</b>		<b>CALL COUNT</b>	
ALFC - COMMERCIAL FIRE ALAR	8	4.38%	
ALFR - RESIDENTIAL ALARM	1	0.73%	
BURN - ILLEGAL BURN	2	1.46%	
CAR - CAR FIRE	2	1.46%	
MISCELLANEOUS - FIRE	3	2.19%	
NGAS - NATURAL GAS LEAK	1	0.73%	
<b>EMERGENCY MEDICAL CALLS</b>		<b>CALL COUNT</b>	
BREATHING PROBLEMS DELTA	2	1.46%	
CARDIAC/RESP ARREST BRAVO	2	1.46%	
CARDIAC/RESP ARREST DELTA	1	0.73%	
CARDIAC/RESP ARREST ECHO	2	1.46%	
CHEST PAIN DELTA	4	2.92%	
CPR - CARDIAC ARREST	3	2.19%	
FALLS DELTA	3	2.19%	
HEMORRHAGE/LACERATION DELTA	2	1.46%	
STROKE/TIA CHARLIE	2	1.46%	
PANDEMIC/EPIDEMIC/OUTBREAK ALP	2	1.46%	
PANDEMIC/EPIDEMIC/OUTBREAK CHA	3	2.19%	
PANDEMIC/EPIDEMIC/OUTBREAK DEL	2	1.46%	
ASSAULT/SEX ASLT/STUN GUN BRAV	3	2.19%	
BHI - BEHAVIORAL HEALTH	1	0.73%	
OVERDOSE/POISONING CHARLIE	2	1.46%	
PSYCH/AB BEH/SUICIDE ATT ALPH	1	0.73%	
SUA - SUICIDE ATTEMPT	2	1.46%	
<b>RESCUE CALLS</b>		<b>CALL COUNT</b>	
HRI - HIT AND RUN INJ	1	0.73%	
MR2** - MARINE RESCUE EMRGNCY	2	1.46%	
TAJ - TRAFFIC ACCIDENT INJURY	2	1.46%	
TAU - TRAFFIC ACCIDENT UNK INJ	3	2.19%	
<b>TOTAL</b>	<b>137</b>	<b>100.00%</b>	

Data from C-COM 911 Dispatch Center (includes 14 Ambulance Transports, 10.22%)

As we end the month of May, we are experiencing demonstrations in the Portland metro area that unfortunately have turned violent and destructive. Rest assured, the City Management team and specifically the Police Chief and I are focused and coordinated in our efforts to protect the City, its citizens and the first responders of Gladstone.

Rick Huffman, Fire Chief

*The following are reports from your Fire Department Command Staff:*

**Michael Funk**

**Assistant Chief/Fire Marshal**

- Continue business inspections and development proposal reviews.
- Regular briefings with Fire Chief on code review and enforcement.
- Adapting fire and life safety inspections to meet COVID-19 reopening guidelines.
- Work extensively on dept. pay roll this month.

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**Deputy Chief Randy Hopperstad**

**Logistical Support**

- Radio's and Pagers: Delivered several radios' to WCCCA for de-programming
- Repairs: This month was pretty non eventful as far as repairs go and all is looking good. We are starting annual preventative maintenance on all equipment.
- Meetings: Due to COVID-19, all meetings were cancelled or held on zoom. Command staff meeting was held.
- Building Maintenance: Facilities had our heat/cooling system serviced.
- Logistics: Continue shopping for COVID-19 supplies when available products are in stock. Station shopping as needed. I missed sometime this month due to the passing of my Father so some items are in the works (Truck sale) with Gov. Deals and surplus equipment.

--

**Battalion Chief Tighe Vroman**

**Training & EMS Division**

**Training:**

The Virtual Reality (VR) training program is developing very well. Fire Officers are able to meet online from their homes and while at the fire station to receive briefings and command training from the Fire Chief. We have been using a "camp fire" environment to look at life sized fire simulations that provide continuing education on incident commander tactics and strategy.



**Emergency Medical Services:**

As we end the month of May, emergency medical (EMS) operations, both pandemic and regular, continue to be the focus of the majority of my efforts. We have received more PPE supplies from

the County warehouse and continue to work with the medical community, AMR ambulance and fire agencies state wide on pandemic operations.

#### Gladstone Fire Paid-On-Call Firefighter Recruitment:

Recruitment has begun for “Paid-on-call Firefighters” and information on the recruitment/testing process has been posted on the Gladstone Fire web page. We are now discussing the best methods and challenges of new recruit training under the pandemic re-opening phases.

Respectfully,

Tighe Vroman  
Training and EMS Officer

#### **Captain Patrick Brost**

A Shift Operations

#### Projects

Continue work on electronic staffing program. This work will help Chief Funk and Chief Huffman modernize our staffing and payroll systems.

#### Operations & Training

Spent significant time training with new firefighters and those advancing to apparatus operator/engineer. Pumping drills, associated math problems and driving skills were key topics for the crews.

#### Calls

Busy month with EMS responses, notably critical cardiac and stroke calls.

#### **Captain Kirk Stempel**

B Shift Operations

#### Special Operations/Technical Rescue

With AMR (American Medical Response) unable to not provide lifeguards this year, due to restrictions mandated by Governor Brown, Gladstone Fire, along with the rest of the Clackamas County Water Rescue Consortium, will continue to provide water rescue services. With lifeguards not being on duty, teams will continue to train and have a presence in the High Rocks area. This month Gladstone fire has been training with the new inflatable rapid deployment craft (RDC), along with rescue swimmer scenarios.

#### Fire & EMS Operations

B shift has had substantial opportunities to train with shift crews, greatly enhancing their skills. Sets and reps will allow the firefighters to do their job more successfully on those early morning

calls. B shift has been able to work closely with the new probationary firefighters, fine tuning their firefighting skills.



In the month of May, B shift saw an increase in cardiac arrest calls. As stressful as this is for family members, it is also extremely stressful on first responders. A strong peer support team is extremely important for the mental well-being of all responders involved.

### PIO Duties

With the COVID-19 pandemic and AMR not providing lifeguard services this year, I have been extremely busy putting together social media posts and providing news interviews with local television stations. I have been working on new signage that will be posted at river access points warning of the dangers of current and cold water, along with lifeguards not being on duty.

### Captain Richard Newton

#### C Shift Operations

For the month of May Gladstone Fire Department (GFD) responded on 131 calls. Of these calls C-shift responded on 50 calls. On C-shift we are keeping up with our wildland, structure and EMS training. As we enter into phase one of re-opening we still need to follow distancing guide lines and cleaning processes. On May 28<sup>th</sup> C-shift got Truck 392 ready to be placed up for sale. We spent most the day removing the equipment and cleaning all compartments.

### Pre-incident plans:

We have added a couple new Pre-incident plans to the system. The newest one was the new Civic Center building. We have also added two more car dealerships into the system. As times moves forward and places start to re-open we will be able to get into some of these buildings.

### Operations:

There has been some equipment added to E391. The extrication equipment has been updated. The cutter from the truck was placed on the engine along with the hydraulic pump. The department has ordered two new PPV fans for both engines they should be here in the next 90-120 days. These new fans take up less compartment space and are battery or 110 powered.

GFD has gotten back the new drawings for the engine. The engine should be moving right along and will be on the assembly line sometime in August. Once it's on the assembly line we will be getting weekly progress pictures.

Call:

On May 10, 2020 GFD assisted CCFD#1 with a residential fire. E391 got do some overhaul and pull a back-up line.



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## Gladstone Senior Center

### Monthly Report

May 2020

Report Date: June 1, 2020

To: City Administrator, Jacque Betz

From: Senior Center Manager, Colin Black

The month of May saw more fluctuating of our homebound meal client count. As of the date of this report, we are sitting at 38 clients. Nutrition operations continue with great success thanks to the assistance of Elected Officials and community members. This support allows our staff to provide nutritional and personal needs relief to our clientele.

Throughout the month of May, CA Betz, HR MGR McDonald, and myself have met to develop an operations plan for the Senior Center, as mentioned in the email sent to you by CA Betz on 5/29/20. Staff at the Senior Center are developing virtual programming for our clients. This programming will consist of a mix of in-person and virtual (online or phone) programs that are aimed at easing the stresses of the current crisis. We are working hard to provide informative, relevant, and effective programming for our clients. As we continue to receive responses from our community survey, the data obtained will aid in our decision process to provide effective programming options. County Social Service staff are currently working on a funding model for virtual programming for senior centers. This model will allow for reimbursement for virtual programming, however nothing at this time is definitive. I am working on a new look for the Senior Center page on the City website, making it more user friendly; the same is true for our social media presence. We will continue to update you as this progresses.

As mentioned in March, I am working on a county-wide virtual 50<sup>th</sup> Wedding Anniversary. Typically hosted in person around September, due to our current circumstances we have to host this celebration virtually. As of today, Milwaukie, Canby, Molalla, Lake Oswego, Estacada, and Gladstone are participating in this first of its kind event. I've obtained funding from Clackamas County Social Services Department to cover almost 100% of the cost, with the remainder coming from sponsors and our Gladstone Seniors Foundation. The event will be filmed in the 3<sup>rd</sup> week of June with the celebration airing on tv and online 6/19/20 from 11am to 12:15pm. Participants will receive a free meal delivered by us and be able to watch the event, safe in their own home. Please feel free to watch as well, everyone is welcomed.

As a reminder, some services continue at the Senior Center. To the extent we are allowed/authorized to do, we are providing some very limited transportation services for existing clients. As of today, this service has only been provided once. As Phase 1 continues, we will continue to operate our transportation program as we have, with very limited services. In

Phase 2 of the reopening process, it is our intent to provide the transportation services, again very limited, to our clients limiting rides to 2x a week (T, TH) with no more than 2 clients plus driver at a time (PPE guidelines will be required for staff and clients). As we all progress through the reopening process, this will be the guideline for when, how, and what programs we roll out. Staff continue to reach out daily to clients residing in Gladstone and outside of Gladstone. Programs & Services Coordinator and myself continue to participate in menu planning and county conference calls.

I'd also like to take a moment and thank Two Girls Catering and Crossroads Coffee Café for their assistance providing fresh, tasty meals for our homebound clients. This was only possible thanks to the County for allowing us to do this and receive reimbursements for it. I felt this was an excellent opportunity to support local business and provide some needed joy for our clients. We will continue this trend until we are no longer reimbursed as it is not sustainable otherwise.

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

Respectfully,

Colin Black

Senior Center Manager

## GLADSTONE MUNICIPAL COURT FROM MAY 2020

### General Court Information from May 2020

- 96 violation filed
- 6 violations closed
- 9 misdemeanors filed
- 0 misdemeanors closed
- 47 cases were placed on a payment plan
- 0 warrants were issued
- 235 Payment reminders were mailed to defendants
- 0 driver's licenses were requested suspended
- 0 cases were sent to collections
- 0 cases sent to Department of Revenue
- 0 Jury trial was held
- \$1,215.00 in violation fees assessed
- \$14,868.25 in violation fees paid
- \$0.00 in misdemeanor fees assessed
- \$4,876.56 in misdemeanor fees paid
- \$10,904.16 was collected by collections
- \$1,815.39 was collected by DOR

	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	41	178	95	40	8	17	3	14	17	0	11	5	6
Apr	227	66	15	113	71	2	14	20	6	3	6	0	3	6	1
May	174	58	96	30	37	6	8	19	9	11	13	0	6	2	1
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 FROM MAY 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	\$ 10,352.00	\$ 13,679.23	\$ 0.00	\$ 4,128.28
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	\$ 140.00	\$ 31,774.84	\$ 0.00	\$ 8,813.88
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	\$ 1,215.00	\$ 14,868.25	\$ 0.00	\$ 8,813.88
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 Monthly Report May 2020

## PUBLIC CONTACTS/PLANNING ACTIONS

CUSTOMER CONTACT/ Planning Actions	January	February	March	April	May	YEAR TOTALS
Customer Service Counter Contacts	5	10	1	0	0	16
Customer phone/email Contacts	43	66	62	34	49	254
Building Permits with Land Use Review	5	4	11	3	0	23
Pre-application Conferences	1	0	0	0	0	1
Administrative Decisions	2	1	1	0	0	4

## PLANNING COMMISSION ACTIONS/DECISIONS

- Public Hearing May 19, 2020:
  - Approved Z0018-20-D - 810 E Arlington renovation and site development
  - Approved Z0071-20-C – 18000 Webster Road Authorization of Similar Use and Conditional Use for renovation of building to house low income older adults

## CITY COUNCIL LAND USE ACTIONS/DECISIONS

- None

## PRE-APPLICATION CONFERENCES

- None

## ADMINISTRATIVE PERMITS

- None

**BUILDING PERMITS WITH LAND USE REVIEW**

**MAY – NONE**

**FUTURE ITEMS/PROPERTY UPDATES**

<b>Location</b>	<b>Topic</b>
18500 Webster Road	Comprehensive Plan and Zoning Map amendment with Property Line Adjustment.
525 Portland Ave	Gladstone Municipal Code Amendment





# City of Gladstone Staff Report

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Report Date: June 2, 2020  
Meeting Date: June 9, 2020  
To: Gladstone City Council  
From: Jacque Betz, City Administrator

## AGENDA ITEM

Gladstone Housing Code Audit Advisory Committee; Appointment of Michael Milch

### History/Background

Per Resolution No. 1129, *A Resolution Adopting Council Rules, Section R. Commissions, Boards, Committees, Organizations & Media* it states the following;

1. Citizen Appointment and Removal

b. When creating an ad hoc committee or a vacancy occurs on an ad hoc committee, City staff and Council will make recommendations to the Mayor who will then appoint the chosen individuals with the consent of the council by a majority vote at a Council meeting.

In March 2019 the City Council appointed a broad-based Advisory Committee to undertake an audit of the City's Development Code as it pertains to housing. DLCD funded the effort, which entailed retaining a planning consultant to perform the audit, the ultimate goal of which is to increase "the supply and affordability of housing" in Gladstone.

As part of this work, the City was charged with forming an Advisory Committee to provide feedback on the Audit. The intention is that the Committee include a broad variety of perspectives, both community members as well as from professionals (from a variety of public sector and private sector fields) who understand the challenges and opportunities associated with new housing development. The Advisory Committee met twice – once in mid-March 2019 to review and provide comment on the draft Code Audit; and again in late April 2019 to review revisions to the Audit and also to weigh in on feedback from the general public.

The City also hosted a Community Open House on May 1, 2019 at the Senior Center with about 30 attendees. Finally, the Planning Commission and City Council held a joint work session on May 23, 2019 to receive the audit report, consider input from the Advisory Committee and Open House and consider next steps.

In January 2020 The City accepted another "technical assistance" grant from DLCD to complete the following tasks:

- Task 1- Draft Housing Needs Analysis
- Task 2 – Adoption ready Final Housing Needs Analysis
- Task 3- Development of Community Engagement Strategy
- Task 4 - Final Community Engagement Strategy

The City will reconvene the Advisory Committee on June 11, 2020 to meet with our Community Outreach Consultant Deb Meihoff (Communitas).

The Advisory Committee consists of the following members:

- o Randi Thomas, Abernethy Neighborhood Group
- o Liz Wease, Abernethy Neighborhood Group
- o Jeff Waters, Gladstone School District
- ~~o Randy Rowlette, Planning Commission liaison~~
- o Jill Smith, County Housing Authority
- o Julie Garver, Innovative Housing, Inc.
- o Clay Crowhurst, NW Housing Alternatives
- o Dennis Marsh, Downtown Property Owner
- o Michael Maxwell, Downtown Property Owner
- o Kim Baller (mobile home park)\*
- o David Schwinghammer, Seventh Day Adventist Church
- o Dan Fowler, For-Profit Developer\*
- o Jennifer Marsicek, Architect
- o Bill Osburn, Gladstone Historical Society

Randy Rowlette is no longer on the Planning Commission nor does he reside in Gladstone full-time. Therefore, staff recommends that the current Planning Commission Chair, Michael Milch be appointed to Advisory Committee to replace Mr. Rowlette as the Planning Commission Liaison.

Options

The City Council may opt to add other names from the Planning Commission to be the liaison.

Staff Recommendation

Staff recommends the City Council appoint Michael Milch to be the Planning Commission liaison on the Gladstone Housing Advisory Committee.

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

 6/3/2020  
City Administrator  
Signature                      Date



# City of Gladstone Staff Report

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Report Date: May 28, 2020  
Meeting Date: June 9, 2020  
To: City Council  
From: Cathy Brucker, Interim Finance Director

## AGENDA ITEM

Consider approval of Resolution No. 1177, a resolution making a budget increase in the 2019-2021 Biennial Budget for the 2019-2020 Fiscal Year, to acknowledge a donation from the Gladstone Senior Center Foundation to facilitate unforeseen repairs to the Senior Center roof.

## History/Background

The City Council of the City of Gladstone, adopted Resolution No. 1162 for the 2019-2021 biennium budget on June 11, 2019, in the amount of \$53,760,620, followed by Resolution No. 1164 on July 8, 2019 in the amount \$191,620 for a total of \$53,952,240.

During the previous fiscal year, the City began a roof project on the Gladstone Senior Center. The project encountered many obstacles, causing it to be extended into the new fiscal year. Also, additional funds were donated by the Gladstone Senior Center Foundation to allow completion of the revised scope.

## Proposal

Due to the year-end timing issues, the grant resource and appropriation were not included in the adopted biennial budget for 2019-2021.

Appropriation was available within the Facilities department to cover any and all costs associated with the emergency repairs, so the City was never out of budgetary compliance. However, with the recognition of the resources provided by the Gladstone Senior Center Foundation, the original budget appropriation can be utilized as planned for other City facility improvements.

In order to recognize the bequest of \$45,000, the General Fund/Senior Center Bequests and Facilities Building Repairs will need to be increased by \$45,000 for a total biennial budget of \$53,997,240.

This increase is permitted for specific purpose grants and gifts under the “unforeseen occurrence” provision of ORS 294.338(3).

Options

- Do not increase resources and appropriations as needed, and not complete the list of facility repairs and improvements originally planned in the 2019-2021 Biennial Budget.

Cost Impact

- There are no additional cost impacts due to the nature of the adjustment. Costs are offset equally within both revenues and expenditures

Recommended Staff Action

Staff recommends approval of Resolution No. 1177 as presented with the following motion:

**“I make a motion to approve Resolution No. 1177 of the City of Gladstone, Oregon adopting a budget increase of \$45,000, for the biennium years 2019-2021 for the repairs and improvements to the Gladstone Senior Center Roof Project”.**

	
Department Head	City Administrator
Signature	Signature
	
Date	Date

**RESOLUTION NO. 1177**

**CITY OF GLADSTONE, OREGON**

***A Resolution of the City Council of the City of Gladstone, Oregon, making an increase in the 2019-2021 Biennial Budget for the 2019-2020 Fiscal Year***

**WHEREAS**, the Council of the City of Gladstone adopted Resolution No. 1162 for the 2019-2021 Biennium Budget on June 11, 2019, in the amount of \$53,760,620, and

**WHEREAS**, on July 8<sup>th</sup>, 2019 the Council of the City of Gladstone adopted Resolution No. 1164 to increase the 2019-2021 Biennial Budget to \$53,952,240 to include unanticipated grant funds, and

**WHEREAS**, in the 2018-2019 fiscal year the City of Gladstone proceeded with repairs on the Senior Center building roof; however, weather-related damage severely impacted the scope, cost and completion of the project, and

**WHEREAS**, additional funding was requested from the Gladstone Senior Center Foundation to ensure adequate roof construction, and

**WHEREAS**, ORS 294.38(3) allows the increase by resolution of the resources and appropriations resulting from specific purpose grants and gifts, under the unforeseen occurrence provision,

**NOW, THEREFORE, BE IT RESOLVED** that the following amounts are added to the 2019-2021 Biennial Budget to facilitate the completion of the Gladstone Senior Center Roofing project within the 2019-2020 Fiscal Year, and will increase the 2019-2021 Biennial Budget to \$53,997,240:

	<b>Existing</b>	<b>Change</b>	<b>Adjusted</b>
<b><u>General Fund</u></b>			
Resources:			
Senior Center Bequests	\$ -	\$45,000	\$45,000
Appropriations:			
Building Repair	\$47,000	\$45,000	\$92,000

Resolution No. 1177 is effective June 9, 2020.

This Resolution is adopted by the Gladstone City Council and approved by the Mayor this 9th day of June, 2020.

ATTEST:

\_\_\_\_\_  
Tamara Stempel, Mayor

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





## **REGULAR AGENDA**





# City of Gladstone Staff Report

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**Report Date:** June 1, 2020  
**Meeting Date:** June 9, 2020  
**To:** Jacque Betz, City Administrator  
Mayor and City Council  
**From:** Jim Whynot, Public Works Director

## **AGENDA ITEM:**

Approve a public improvement contract for Dredging at Meldrum Bar Park, Willamette River Mile 24.2 to Ross Island Sand & Gravel Co.

## **History/Background:**

The final stage is the dredging of the boat launch lagoon. This phase will be funded with two grant sources: The first source of funding will be from the Oregon State Marine Board (OSMB) in the amount of \$71,825.00, under Boating Facility Grant IGA No. 1632. The balance of grant funds, to-wit: \$278,175, will be funded by Oregon Department of Fish and Wildlife Sportfish Restoration Funding. We have confirmation from ODFW that those funds are ear-marked for this project, and the OSMB IGA No. 1632 references those funds on Page 2, Section 5.1.2.

The total grant funding is in the sum of \$350,000. The City has a cash match requirement of \$30,000. Additionally, the City will have consulting costs estimated at \$25,000. During the bid process we received two bids, the low bid came in at \$161,075.00, from Ross Island Sand & Gravel Co. Per the grant agreement the cost savings shall be prorated between parties.

## **Proposal:**

Staff proposes the council approve the award of the bid as stated in the contract. A copy of the contract and general conditions are attached hereto, marked Attachment A.

## **Options:**

Option 1 – Approve the award of the bid to Ross Island Sand & Gravel Co. in the amount not to exceed \$161,075.00

Option 2 – Do not approve the award of the bid to Ross Island Sand & Gravel Co.

**Cost Impact:**

The City is required to provide \$30,000 in matching funds. Funding will come from the Parks Improvement Fund.

Additional expenses for consulting will be determined. Funding will be taken from the Business Development/Community Promotion line item from Administration's budget.

Administrative time match of approximately \$20,000 will be expended utilizing existing administrative staff.

Unless unforeseen change orders are required during construction, the bid amount of \$161,075.00 would be reduced by the first \$30,000.00 the City of Gladstone needs to cover and then the City of Gladstone would be reimbursed by the two grant agencies for the remaining \$131,075.00 that would initially be paid to Ross Island Sand & Gravel Co. by the City of Gladstone.

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

Enhance the Livability in Gladstone

1.9 Partner and contract through IGA's on key issues

Maintain the Health and Long Term Vibrancy and Stability of Gladstone

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

**Recommended Staff Action:**

Staff recommends accepting the award of the bid to Ross Island Sand & Gravel Co., by making the following motion:

**"I move that the City of Gladstone City Council affirm that proper public works bidding processes were followed in the bidding of this project and that the City of Gladstone, Oregon Public Works Director be authorized to sign a contract with Ross Island Sand & Gravel Co. in the amount of \$161,075.00, for the construction of the Dredging Project At Meldrum Bar Park, Willamette River – Mile 24.2, for the City of Gladstone, Oregon."**

  
\_\_\_\_\_  
Department Head Signature      6/1/20  
Date

  
\_\_\_\_\_  
City Administrators Signature      6/2/2020  
Date

ATTACHMENT "A"

**City of Gladstone  
PUBLIC IMPROVEMENT CONTRACT**

This Public Improvement Contract (the "Contract"), dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, is made by and between the City of Gladstone, a political subdivision of the State of Oregon, hereinafter called "City" or "Owner", and Ross Island Sand & Gravel Co. \_\_\_\_\_ (No DBA/ABN), hereinafter called the "Contractor" (collectively the "Parties"). This Contract shall become effective on the date it has been signed by all the Parties (the "Effective Date").

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**1. The Work**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as construction of the following Project:

**The Project: Dredging Project At Meldrum Bar Park  
Willamette River – Mile 24.2  
For the City of Gladstone**

**2. Contract Price, Contract Documents and Work.**

The Contractor, in consideration of the sum of \$ 161,075.00 (the "Contract Price"), to be paid to Ross Island Sand & Gravel Co.

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

Without limiting the definition of the "Contract Documents," the following documents are also incorporated by reference in this Contract and made a part hereof:

- Invitation to Bid (Notice of Contract Opportunity)
- Instructions to Bidders
- Bid Form
- Bid Bond
- Noncollusion Affidavit
- First Tier Subcontractor Disclosure
- Five Year Applicable and Consecutive Experience Record
- Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form
- Public Improvement Contract
- City of Gladstone General Conditions For Public Improvement Contracts
- Performance Bond and Payment Bond
- Prevailing Wage Rates
- Plans, Specifications and Drawings
- DSL, ODEQ & USACE permit conditions and requirements
- Grant conditions in Oregon State Marine Board (OMSB) and Oregon Department of Fish & Wildlife (ODFW) grant agreements
- Addenda that may be issued

The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto, will also become a part of this Contract and as such are Contract Documents:

- Notice to Proceed
- Written Amendments
- Work Change Directives
- Change Order(s)

### 3. Representatives.

Contractor has named Randall H. Steed as its' Authorized Representative to act on its behalf. City designates, or shall designate, its Authorized Representative as indicted below:

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

### 4. Key Persons.

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

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

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

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

**Project Engineer:** Jonathan J. Wehner shall be the Contractor's project engineer, providing assistance to the project manager, and subcontractor and supplier coordination throughout the project term.

### 5. Contract Dates.

COMMENCEMENT DATE: Upon Issuance of a written Notice to Proceed ("NTP")

Contractor shall substantially complete the Work identified within **45** calendar days of Notice-to-Proceed (date of "Substantial Completion"), and the Work shall be completed and ready for final payment within **60** calendar days after Notice-to-Proceed (date of "Final Completion"). The NTP will be forwarded to the Contractor after the Contractor submits the fully executed Contract (Agreement), Performance Bond, Payment Bond, and Certificate of Insurance to the Owner and these documents have been approved as to form by the Owner's legal counsel and signed by the Owner.

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

Contractor and City acknowledge that City will suffer financial loss if the Work is not completed within the times specified in this Section 4, plus any extensions that City permits in accordance with the General Conditions. The Parties also acknowledge the delays, expense and difficulties involved in proving the precise, actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as liquidated damages for delay, but not as a penalty, Contractor will pay City, or City may withhold from any sums due Contractor, **\$ 150** for each day that expires after the time specified in this Section for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor neglects, refuses or fails to complete the remaining Work within the Contract Time or any extensions thereof permitted by City, Contractor will pay City, or City may withhold from any sums due Contractor, **\$ 150** for each day that expires after the time specified in this Section for Final Completion until the Work is completed and ready for final payment.

#### **6. Insurance Certificates.**

In accordance with Section G.3.5 of the General Conditions, permits and grants, Contractor shall furnish proof of the required insurance naming City of Gladstone and State of Oregon as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to [Whynot@ci.gladstone.or.us](mailto:Whynot@ci.gladstone.or.us).

#### **7. Tax Compliance.**

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

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

#### **8. Confidential Information.**

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to the City. Any and all information of any form obtained by Contractor or its employees or agents in the performance

of this Contract shall be deemed confidential information of the City ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

**9. Counterparts.**

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

**10. Integration.**

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

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

11. **Debarment and Suspension Clause** The Recipient or Contractor has certified that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency. The Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form certifying this information. Any such form completed by the Recipient or Contractor for this transaction shall be incorporated into this Grant or Contract by reference. Recipient or Contractor accepts the responsibility to ensure that that it does not enter into either (a) a subgrant or (b) a contract with a value of \$25,000 or more, with an individual or entity which is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Grant by any Federal department or agency. Recipient or Contractor may satisfy this requirement by including this clause in any covered lower-tier transaction by obtaining a certificate (See Exhibit in Sample Contract) certifying such from the subrecipient or subcontractor or by checking <https://www.sam.gov/SAM/> .

AUTHORITY: Federal Financial Assistance (grants): E.O. 12549,: 2 CFR Part 180 or 48 CFR 52.209-6.

**12. Two Year Maintenance and Warranty**

In addition to and not in lieu of any other warranties required under the Contract, the Contractor will make all necessary repairs and replacements to remedy, in a manner satisfactory to the Owner and at no cost to the Owner, any and all defects, breaks, or failures of the Work occurring within two (2) years following the date of Substantial Completion due to faulty or inadequate materials or workmanship. Contractor will repair damage or disturbances to other improvements under, within or adjacent to the Work, when such damage or disturbance is caused, in whole or in part, from the activities of the Contractor in performing his duties and obligations under this Contract, when such defects or damage occur within the warranty period. The two-year maintenance period required shall, with relation to such required repair, be extended two (2) years from the date of completion of such repair. Where equipment and/or systems are specified to have a longer warranty period, Contractor shall be bound to the longer warranty period for the specific equipment and/or system. The two-year maintenance and warranty period prevails over any contrary maintenance and warranty period that may appear in the Contract Documents.

As a means of providing surety during the maintenance period, the Contractor shall provide to the Owner written and legally attested proof of surety in the amount of not less than 10-percent of the final contract

amount. The maintenance and warranty guarantee shall be one of the following types:

1. Continuance of the contract performance bond at the original or reduced amount.
2. Maintenance bond in a format and with the conditions acceptable to the Owner.
3. Cash deposit to the Owner, in a form and pursuant to an agreement acceptable to Owner, with a receipt acting as proof of surety.
4. Other arrangements, as may be proposed by the Contractor and accepted by the Owner.

In witness whereof, City of Gladstone executes this Contract and the Contractor does execute the same as of the latest date written below.

**Contractor Data:**

Ross Island Sand & Gravel Co.	
Contractor Name (No DBA/ABN)	Authorized Signature
4315 SE McLoughlin Boulevard	Randall H. Steed
Street Address	Printed Name
Portland Oregon 97202	President & Chief Operating Officer
City State Zip Code	Printed Title
Contractor CCB# 64305	Expiration Date: February 12, 2022
Oregon Business Registry # 029100-16	Entity Type: DBC State of Formation: <u>OR</u>

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

**City of Gladstone**

Signature	Date
Jim Whynot, Public Works Director	

**END OF SECTION**





**GENERAL CONDITIONS  
FOR  
PUBLIC IMPROVEMENT  
CONTRACTS**

**Public Works Department**  
18595 Portland Avenue,  
Gladstone, Oregon 97027  
503-656-7957  
Jim Whynot, Director  
PWoffice@ci.gladstone.or.us

**City of Gladstone**

**GENERAL CONDITIONS FOR  
PUBLIC IMPROVEMENT CONTRACT**

**Project Name:**

**DREDGING PROJECT AT MELDRUM BAR PARK  
WILLAMETTE RIVER – MILE 24.2  
FOR CITY OF GLADSTONE**



**CITY OF GLADSTONE**  
**GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS**  
**January 23, 2019**

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

**TABLE OF SECTIONS**

**SECTION A - GENERAL PROVISIONS**

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

**SECTION B - ADMINISTRATION OF THE CONTRACT**

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

**SECTION C - WAGES AND LABOR**

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

**SECTION D - CHANGES IN THE WORK**

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

**SECTION E - PAYMENTS**

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

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

**SECTION F - PROJECT SITE CONDITIONS**

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

**SECTION G - INDEMNITY, BONDING AND INSURANCE**

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

**SECTION H - SCHEDULE OF WORK**

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

**SECTION I - CORRECTION OF WORK**

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

**SECTION J - SUSPENSION AND/OR TERMINATION OF THE WORK**

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

**SECTION K - CONTRACT CLOSE-OUT**

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

**SECTION L – GENERAL PROVISIONS**

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

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

## SECTION A GENERAL PROVISIONS

### A.1 DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**FORCE MAJEURE**, means an act, event or occurrence caused by fire, riot, war, acts of God, terrorism, nature, sovereign, or public enemy, strikes, freight embargoes or any other act, event or occurrence that is beyond the control of the party to the Contract who is asserting Force Majeure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## A.2 **SCOPE OF WORK**

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

## A.3 **INTERPRETATION OF CONTRACT DOCUMENTS**

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

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

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

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

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

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

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

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

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

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

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

**A.5 INDEPENDENT CONTRACTOR STATUS**

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

**A.6 RETIREMENT SYSTEM STATUS AND TAXES**

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

**A.7 GOVERNMENT EMPLOYMENT STATUS**

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

**SECTION B  
ADMINISTRATION OF THE CONTRACT**

**B.1 CITY'S ADMINISTRATION OF THE CONTRACT**

B.1.1 The City shall administer the Contract as described in the Contract Documents throughout the term of the Contract, including the one- year period for correction of Work. The City will act as provided in the Contract Documents, unless modified in writing in accordance with other provisions of the Contract. In performing these tasks, the City may rely on the Architect/Engineer or other agents to perform some or all of these tasks.

B.1.2 The City may visit the Project Site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the City informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the City against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The City will not make exhaustive or continuous on-Project Site inspections to check the quality or quantity of the Work. Unless otherwise required in a Change Order, the City will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.

B.1.3 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the City and Contractor shall communicate with each other within a reasonable time frame about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the City.

B.1.4 Based upon the Architect/Engineer's evaluations of the Contractor's Application for Payment, or unless otherwise stipulated by the City, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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

B.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the Project Site safety thereof and, except as stated below, shall be fully and solely responsible for the Project Site safety of such means, methods, techniques, sequences or procedures.

B.2.2 The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the Project, including those caused by authorized changes, which may affect cost, schedule, or quality.

B.2.3 The Contractor is responsible for the actions of all its personnel, laborers, suppliers, agents, and Subcontractors on the Project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

**B.3 MATERIALS AND WORKMANSHIP**

B.3.1 The intent of the Contract Documents is to provide for the construction and completion of every detail of the Work described. All Work shall be performed in a professional manner and, unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.

- B.3.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's sole expense and within a reasonable timeframe.
- B.3.3 Work done and materials furnished may be subject to inspection and/or observation and testing by the City to determine if they conform to the Contract Documents. Inspection of the Work by the City does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.
- B.3.4 Contractor shall furnish adequate facilities, as required, for the City to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms.  
Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.
- B.3.5 The Contractor shall furnish Samples of materials for testing by the City and include the cost of the Samples in the Contract Price.

#### **B.4 PERMITS**

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

#### **B.5 COMPLIANCE WITH GOVERNMENT REGULATIONS**

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

#### **B.6 SUPERINTENDENCE**

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

#### **B.7 INSPECTION**

- B.7.1 City shall have access to the Work at all times.
- B.7.2 Inspection of the Work will be made by the City at its discretion. The City will have authority to reject Work that does not conform to the Contract Documents in the City's sole discretion. Any Work found to be not in conformance with the Contract Documents, in the discretion of the City, shall be removed and replaced at the Contractor's expense.
- B.7.3 Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by Applicable Laws or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the City, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the City timely notice of when and where tests and inspections are to be made so that

the City may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the City.

- B.7.4 As required by the Contract Documents, Work done or material used without required inspection or testing and/or without providing timely notice to the City may be ordered removed at the Contractor's expense.
- B.7.5 If directed to do so by City or other permitting authority any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without required testing or inspection or sufficient notice to the City, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the City, the uncovering and restoration will be paid for pursuant to a Change Order.
- B.7.6 If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the City's and Architect/Engineer's services and expenses, shall be at the Contractor's expense.
- B.7.7 In City's sole discretion, it may authorize other interested parties to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the City.

#### **B.11 SUBCONTRACTS AND ASSIGNMENT**

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

#### **B.13 CITY'S RIGHT TO DO WORK**

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

#### **B.14 OTHER CONTRACTS**

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

#### **B.17 ALLOWANCES**

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

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

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

## **B.19 SUBSTITUTIONS**

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

## **B.20 USE OF PLANS AND SPECIFICATIONS**

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

## **SECTION C WAGES AND LABOR**

### **C.1 PREVAILING WAGE RATES ON PUBLIC WORKS**

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

## **C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS**

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

## **C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS**

- C.3.1 As a condition to City's performance hereunder, the Contractor shall:
- C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in the Contract.
- C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund or successor program from such Contractor or Subcontractor incurred in the performance of the Contract.
- C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against City, or assign any sums due by City, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the City.
- C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- C.3.2 As a condition to City's performance hereunder, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with the Project as such claim becomes due, the proper officer(s) representing the City may pay the claim and charge the amount of the payment against funds due or to become due the Contractor under the Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.
- C.3.3 If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- C.3.4 Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) Days out of such amounts as are paid to the Contractor by the City under such contract.
- C.3.5 If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract within 30-days after receiving payment from the contracting agency or a contractor, the Contractor or subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
- C.3.6 All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.
- C.3.7 The Contractor shall include in each subcontract these provisions required under ORS 279C.580.

#### **C.4 PAYMENT FOR MEDICAL CARE**

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

#### **C.5 HOURS OF LABOR**

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

- (a) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive Days, Monday through Friday; or
- (b) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive Days, Monday through Friday; and
- (c) For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

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

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

### **SECTION D CHANGES IN THE WORK**

#### **D.1 CHANGES IN WORK**

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

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

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

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

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

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

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

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

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

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

D.1.4 Any necessary adjustment of Contract Time that may be required as a result of adjustments to or deletions from the Work must be agreed upon by the parties before the start of the revised Work unless City authorizes Contractor to start the revised Work before agreement on Contract Time adjustment.

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

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

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

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

D.1.6 No request or Claim by the Contractor for additional costs or an adjustment of Contract Time shall be allowed if made after receipt of final payment application under the Contract. Final payment application must be made by Contractor within the time required under Section E.6.4.

D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The Contractor agrees that it will work in good faith with City to undertake changes, when agreed upon by execution of a Change Order. Each change will be evaluated for extension of Contract Time and increase or decrease in compensation based on its own merit.

## D.2 DELAYS

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

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

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

(b) Contractor may be entitled to additional Contract Time for Unavoidable Delays described in Section D.2.1.2(c) and (d).

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.2 for

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

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

### **D.3 CLAIMS REVIEW PROCESS**

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

## **SECTION E PAYMENTS**

### **E.1 SCHEDULE OF VALUES**

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

### **E.2 APPLICATIONS FOR PAYMENT**

- E.2.1 City shall make progress payments on the Contract monthly as Work progresses, in accordance with the requirements of this Section E.2 and ORS 279C.570. Applications for payment shall be based upon estimates of Work completed and the Schedule of Values. As a condition precedent to City's obligation to pay, all applications for payment shall be approved by the City. A progress payment shall not be considered acceptance or approval of

any Work or waiver of any defects therein. City shall pay to Contractor interest in accordance with ORS 279C.570 for overdue invoices, not including retainage, due the Contractor. Overdue invoices will be those that have not been paid within the earlier of:

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

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

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

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

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

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

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_"

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

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

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

- (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with Applicable Laws or the Contract Documents;
- (b) third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the City is provided by the Contractor;
- (c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case City may issue checks made payable jointly to Contractor and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2);

- (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (e) damage to the Work, City or City's agent;
- (f) reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- (g) failure to carry out the Work in accordance with the Contract Documents; or
- (h) assessment of liquidated damages, when withholding is made for offset purposes.

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

- (a) Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage as provided in Section E.5. Pending final determination of cost to the City of changes in the Work, no amounts for changes in the Work can be included in applications for payment until the Contract Price has been adjusted by a Change Order;
- (b) Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation in the completed construction (or, if approved in advance by the City pursuant to Section E.2.3, suitably stored off the Project Site at a location agreed upon in writing), less retainage as provided in Section E.5; Subtract the aggregate of previous payments made by the City; and
- (c) Subtract any amounts for which the City has withheld or nullified payment as provided in the Contract Documents.

E.2.6 Contractor's applications for payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or materialsupplier.

E.2.7 The Contractor warrants to City that title to all Work covered by an application for payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment all Work for which payments are received from the City shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided financing, labor, materials and equipment relating to the Work.

E.2.8 If Contractor disputes any determination by City with regard to any application for payment, Contractor nevertheless shall continue to expeditiously perform the Work. No payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations hereunder.

### **E.3 PAYROLL CERTIFICATION REQUIREMENT**

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

### **E.4 DUAL PAYMENT SOURCES**

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

### **E.5 RETAINAGE**

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

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

E.5.1.2 Contractor may request in writing:

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

retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims in the manner and priority as set forth for retainage.

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

- E.5.1.3 The retainage held by City shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The City shall pay to Contractor interest at the rate of two thirds of one percent per month on the final payment due Contractor, interest to commence forty-five (45) Days after the date which City receives Contractor's final approved application for payment and Work under the Contract has been completed and accepted and to run until the date when final payment is tendered to Contractor. The Contractor shall notify City in writing when the Contractor considers the Work complete and deliver to City its final application for payment and City shall, within fifteen (15) Days after receiving the written notice and the application for payment, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If City does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run forty-five (45) Days after the end of the fifteen (15) Day period.
- E.5.1.4 City will reduce the amount of the retainage if the Contractor notifies the City that the Contractor has deposited in an escrow account with a bank or trust company, in a manner authorized by the City, bonds and securities of equal value of a kind approved by the City and such bonds and securities have in fact been deposited.
- E.5.1.5 Contractor agrees that if Contractor elects to reserve a retainage from any progress payment due to any Subcontractor or supplier, such retainage shall not exceed five percent of the payment, and such retainage withheld from Subcontractors and suppliers shall be subject to the same terms and conditions stated in Subsection E.5 as apply to City's retainage from any progress payment due to Contractor.

## **E.6 FINAL PAYMENT**

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

## **SECTION F PROJECT SITE CONDITIONS**

### **F.1 USE OF PREMISES**

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

### **F.2 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC**

- F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage and shall protect the City, workers and property from injury or loss arising in connection with the Contract. Contractor shall remedy acceptably to the City any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the City. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.

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

### **F.3 CUTTING AND PATCHING**

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

### **F.4 CLEANING UP**

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

### **F.5 ENVIRONMENTAL CONTAMINATION**

- F.5.1 Contractor shall be held responsible for and shall indemnify, defend (with counsel of City's choice), and hold harmless City and the State of Oregon and their elected officials, officers, employees and agents from and against any costs, expenses, damages, claims, and causes of action, or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Work or Contractor's obligations under the Contract which occur as a result of, or are contributed by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents (except to the extent otherwise void under ORS 30.140). Nothing in this section F.5.1 shall limit Contractor's responsibility for obtaining insurance coverages required under Section G.3 ~~of the Contract~~, and Contractor shall take no action that would void or impair such coverages.
- F.5.1.1 Contractor agrees to promptly dispose of such spills, ~~dis~~ discharge or leaks to the satisfaction of City and regulatory agencies having jurisdiction in a manner that complies with Applicable Laws. Cleanup shall be at no cost to the City and shall be performed by properly qualified and, if applicable, licensed personnel.
- F.5.1.2 Unless otherwise approved in the Solicitation Document, Contractor shall obtain the City's written consent prior to bringing onto the Project Site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any Applicable Laws. In any event, Contractor shall provide prior written notice to City when hazardous materials are brought on to the Project Site. The Contractor, at all times, shall:
- (a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials on the Project Site, in accordance with all Applicable Laws;
  - (b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Project Site; and

- (c) promptly clean up and remediate, without cost to the City, such spills, releases, discharges, or leaks to the City's satisfaction and in compliance with all Applicable Laws.

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

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

**F.6 ENVIRONMENTAL CLEAN-UP**

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

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

**SECTION G  
INDEMNITY, BONDING, AND INSURANCE**

**G.1 RESPONSIBILITY FOR DAMAGES/INDEMNITY**

G.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under the Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, employees, guests, visitors, invitees and agents.

G.1.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by City) and hold harmless the City and the State of Oregon and their respective elected officials, officers, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to:

- (a) any damage, injury, loss, expense, inconvenience or delay described in this Section G.1; (b) any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the Project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section G.1.2.

G.1.3 In claims against any Indemnitees by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section G.1.2 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**G.2 PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND**

G.2.1 When the Contract price is \$50,000 or more, the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents.

- G.2.2 Bond forms furnished by the City and notarized by Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.
- G.2.3 Before execution of the Contract, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Revised Statutes, Chapter 279C.830 and 279C.836, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

### G.3 **INSURANCE**

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

Contract. The City, at its option, may require a complete copy of the above policy.

- G.3.4.5 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. City's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to City's obligation to make final payment and to City's final acceptance of Work or services and related warranty (if any).
- G.3.4.6 Umbrella Liability (if required by City through issuance of Supplemental General Conditions): Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Umbrella liability Insurance over and above the general liability, automobile liability and workers' compensation coverage if required by City in specified limits at time of requirement.
- G.3.4.7 Pollution Liability may be required by City through issuance of Supplemental General Conditions.
- G.3.5 Additional Insured: The general liability insurance coverage, automobile liability, umbrella, and pollution liability if required, shall include the City as additional insureds but only with respect to the Contractor's activities to be performed under the Contract. The additional-insured endorsement for CGL insurance must be written on ISO Form CG 20 10 (10 01) and CG 20 37 (10 01), or their equivalent, but shall not use either of the following forms: CG 20 10 (10 93) or CG 20 10 (03 94). Proof of insurance must include a copy of the endorsement showing "City of Gladstone, its elected officials, agents, officers, and employees" as scheduled insureds.

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

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

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

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

## SECTION H SCHEDULE OF WORK

### **H.1 CONTRACT PERIOD**

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

## **H.2 SCHEDULE**

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

## **H.3 PARTIAL OCCUPANCY OR USE**

The City may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the City and Contractor have reasonably accepted in writing the responsibilities assigned to each of them. Approval by the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the City and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## **SECTION I CORRECTION OF WORK**

### **I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT**

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

### **I.2 WARRANTY WORK**

- I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for Defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the City except for latent defects which will be remedied by the Contractor at any time they become apparent. The City shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after City's demand and at Contractor's sole expense. If Contractor fails to complete the warranty work within such period as City determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, City may perform such work and Contractor shall reimburse City all costs of the same within ten (10) Days after demand, without affecting Contractor's obligations. The Contractor shall perform the warranty Work by correcting defects within twenty-four (24) hours of notification by City, unless otherwise specified in the Contract Documents. Should the Contractor fail to respond within the specified response time, the City may, at its option, complete the necessary repairs using another contractor or its agents. If City completes the repairs using City's agent, Contractor shall pay City at the rate of one and one-half (1½) times the standard hourly rate of City's agent, plus related overhead and any direct non-salary costs. If City completes the repairs using another contractor, Contractor shall pay City the amount of City's direct costs billed by the other contractor for the work, plus the direct salary costs and related overhead and direct non-salary expenses of City's agents who are required to monitor that contractor's work. Work performed by City using City's own agents or those of another contractor shall not affect the Contractor's contractual duties under these provisions, including warranty provisions.
- I.2.2 Nothing in this Section I.2 provision shall negate guarantees or warranties for periods longer than one year including without limitation, such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.
- I.2.3 In addition to Contractor's warranty, manufacturer's warranties shall pass to the City and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the City.
- I.2.4 The one-year period for correction of Work shall be extended with respect to portions of Work performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work, and shall be extended by corrective Work performed by the Contractor pursuant to this Section, as to the Work corrected. The Contractor shall remove from the Project Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the City.

- 1.2.5 Nothing contained in this Section I.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- 1.2.6 If the City prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable as determined by City. Such adjustment shall be effected whether or not final payment has been made.

## SECTION J SUSPENSION AND/OR TERMINATION OF THE WORK

### **J.1 CITY'S RIGHT TO SUSPEND THE WORK**

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

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

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

### **J.2 CONTRACTOR'S RESPONSIBILITIES**

- J.2.1 During the period of the suspension, Contractor is responsible to continue maintenance at the Project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.
- J.2.2 When the Work is recommenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the Work in every respect as though its prosecution had been continuous and without suspension.

### **J.3 COMPENSATION FOR SUSPENSION**

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

### **J.4 CITY'S RIGHT TO TERMINATE CONTRACT**

- J.4.1 The City may, without prejudice to any other right or remedy, and after giving Contractor seven (7) Days' written notice and an opportunity to cure, terminate the Contract in whole or in part under the following conditions:
- (a) If Contractor should, voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and Contractor as debtor-in-possession or the Trustee for the estate fails to assume the Contract within a reasonable time;
  - (b) If Contractor should make a general assignment for the benefit of Contractor's creditors;
  - (c) If a receiver should be appointed on account of Contractor's insolvency;
  - (d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;
  - (e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the City;
  - (f) If Contractor is otherwise in breach of any part of the Contract; or

(g) If Contractor is in violation of Applicable Laws, either in the conduct of its business or in its performance of the Work

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

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

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

J.5.2 The City shall provide the Contractor with seven (7) Days prior written notice of a termination for City's or for public convenience. After such notice, the Contractor shall provide the City with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment under Section E. Compensation for Work terminated by the City under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination. If the Contract is terminated for public convenience, neither the Contractor nor its Surety shall be relieved of liability for damages or losses suffered by the City as a result of defective, unacceptable or unauthorized Work completed or performed.

#### **J.6 ACTION UPON TERMINATION**

J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the City, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the City, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.

J.6.2 As directed by the City, Contractor shall, upon termination, transfer title and deliver to the City all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the City.

J.6.3 Upon City's notice of termination pursuant to either Section J.4 or J.5, if City shall so elect, Contractor shall assign to the City such subcontracts and orders as City shall specify. In the event City elects to take assignment of any such subcontract or order, Contractor shall take such action and shall execute such documents as City shall reasonably require for the effectiveness of such assignment and Contractor shall ensure that no contractual arrangement between it and its subcontractors or suppliers of any tier or sub-tier shall prevent such assignment.

### **SECTION K CONTRACT CLOSE OUT**

#### **K.1 RECORD DOCUMENTS**

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

#### **K.2 OPERATION AND MAINTENANCE MANUALS**

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

#### **K.3 COMPLETION NOTICES**

K.3.1 Contractor shall provide City written notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the City and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the Contractor shall finish all items on the Punch List accompanying the Certificate. Both completion notices must be signed and notarized by the Contractor and signed by the Architect/Engineer (if applicable) and City to be valid. The City shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the City.

K.3.2 Substantial Completion of a facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of thirty (30) continuous Days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the City. All equipment contained in the Work, plus all other components necessary to enable the City to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a Punch List be

prepared by the City with submission of the request for the Substantial Completion notice.

#### **K.4 TRAINING**

As part of the Work, and prior to submission of the final application for payment, the Contractor shall schedule with the City training sessions for all equipment and systems as required by the Contract Documents.

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

#### **K.5 EXTRA MATERIALS**

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

#### **K.6 ENVIRONMENTAL CLEAN-UP**

As part of the Final Completion notice, or as a separate written notice submitted with or before the notice of Final Completion, the Contractor shall notify the City that all environmental and pollution clean-up, remediation and closure have been completed in accordance with all Applicable Laws and pursuant to the authority of all agencies having jurisdiction, and Contractor shall provide City with any and all documentation related to the same, including but not limited to directives, orders, letters, certificates and permits related to or arising from such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above. Contractor's completion of its obligations under this Section K.6 and City's receipt of documents evidencing such completion shall be a condition precedent to City's obligation to make final payment.

#### **K.7 CERTIFICATE OF OCCUPANCY**

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

#### **K.8 OTHER CONTRACTOR RESPONSIBILITIES**

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

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

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

#### **K.9 SURVIVAL**

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

### **SECTION L GENERAL PROVISIONS**

#### **L.1 NO THIRD PARTY BENEFICIARIES**

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

#### **L.2 SEVERABILITY**

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

#### **L.3 ACCESS TO RECORDS**

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

L.3.2 Contractor shall retain and the City and its duly authorized representatives shall have access, for a period not less than ten (10) years, to all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract, including

records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Work or the Contract shall be subject to litigation, Contractor shall retain all such records until all litigation is resolved and Contractor shall continue to provide City and/or its agents with full access to such records until such time as all litigation is complete and all periods for appeal have expired and full and final satisfaction of any judgment, order or decree is recorded and City receives a record copy of documentation from Contractor.

**L.4 WAIVER**

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

**L.5 SUCCESSORS IN INTEREST**

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

**L.6 GOVERNING LAW**

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

**L. 7 APPLICABLE LAW**

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

**L.8 NON-EXCLUSIVE RIGHTS AND REMEDIES**

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

**L. 9 INTERPRETATION**

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

**L.10 LITIGATION**

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

	<b>PERFORMANCE BOND</b> <b>Dredging Project At Meldrum Bar Park</b> <b>Willamette River – Mile 24.2</b> <b>For the City of Gladstone</b>	<b>Public Works Department</b> 18595 Portland Avenue, Gladstone, Oregon 97027 503-656-7957 Jim Whynot, Director PWoffice@ci.gladstone.or.us
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KNOW ALL MEN BY THESE PRESENTS, that we, Ross Island Sand & Gravel Co.  
(Official Name & Form of Organization)

Whose address is: 4315 SE McLoughlin Blvd., Portland, OR 97202  
(Street Address) (City) (State) (Zip)

as Principal, and, Liberty Mutual Insurance Company - Dave Galt 503/295-8310  
(Name of Surety) (Print - Agent / Contact Name) Phone Number

1001 4th Avenue, Suite 3700, Seattle, WA 98154  
(Street Address of Surety) (City) (State) (Zip)

a corporation duly authorized to conduct a general surety business in the State of Oregon, as Surety, are jointly and severally held and bound unto the City of Gladstone, Oregon, a municipality of the State of Oregon, hereinafter called Obligee, in the sum of

One Hundred Sixty One Thousand Seventy Five and 00/100 DOLLARS (\$161,075.00),  
(The Contract Price, Both in Words & Figures) lawful money of the United State of America, for the payment of which we, as Principal, and as Surety, jointly and severally bind ourselves, our successors and assigns firmly by these presents,

**TERMS AND CONDITIONS**

On the 28th (Day) of May (Month), 2020 (Year), Ross Island Sand & Gravel Co.  
(Name of Contractor)

Principal, entered into a contract with the City of Gladstone, Oregon, Obligee, to construct certain public improvements and to provide material, labor and equipment for the construction of these improvements. The public improvements and work to be performed by Principal are more fully described in the contract documents between Principal and Obligee. Those contract documents are incorporated herein by reference.

In the event that Principal fails to complete the work as required under the contract, Surety shall either complete the work or pay Obligee the costs of completion of the work. Work is only complete when it meets the standards required by the Contract and applicable City standards. Surety's obligation shall remain in effect until the work is accepted by Obligee, but shall terminate on acceptance by Obligee. The total amount of the Surety's liability to Obligee under this bond shall in no event exceed the amount stated above.

Surety agrees that no change, extension of time, alternation, or addition to the terms of the contract, or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or the specifications.

IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed in Portland, Oregon, this 28 (Day) of May (Month), 2020 (Year).

Ross Island Sand & Gravel Co.  
Contractor

Randall H. Steed  
Principal Signature

Randall H. Steed - President & C.O.O.  
Principal Printed Name

Liberty Mutual Insurance Company  
Surety

Witnesses:  
[Signature]  
[Signature]

(A true copy of the Power of Attorney must be attached to the original of this bond)

Sandra Stewart  
Surety Attorney of Fact Sandra Stewart

Countersigned:

: N/A  
Resident Agent



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201362-905022

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lori D. Andrews, David Galt, Jon C. Sandstrom, Sandra Stewart

all of the city of Portland state of Oregon each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of June, 2019.



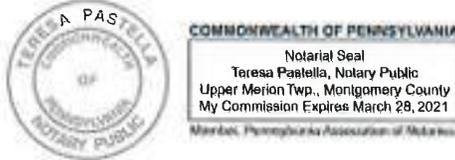
Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 4th day of June, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of May, 2020.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

	<p><b>PAYMENT BOND</b></p> <p><b>Dredging Project At Meldrum Bar Park</b></p> <p><b>Willamette River – Mile 24.2</b></p> <p><b>For the City of Gladstone</b></p>	<p><b>Public Works Department</b></p> <p>18595 Portland Avenue, Gladstone, Oregon 97027 503-656-7957</p> <p>Jim Whynot, Director PWoffice@ci.gladstone.or.us</p>
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KNOW ALL MEN BY THESE PRESENTS, that we, Ross Island Sand & Gravel Co.  
*(Official Name & Form of Organization)*

Whose address is: 4315 SE McLoughlin Blvd., Portland, OR 97202  
*(Street Address) (City) (State) (Zip)*

as Principal, and, Liberty Mutual Insurance Company - Dave Galt 503/295-8310  
*(Name of Surety) (Print - Agent / Contact Name) Phone Number*

1001 4th Avenue, Suite 3700, Seattle, WA 98154  
*(Street Address of Surety) (City) (State) (Zip)*

a corporation duly authorized to conduct a general surety business in the State of Oregon, as Surety, are jointly and severally held and bound unto the City of Gladstone, Oregon, a municipality of the State of Oregon, hereinafter called Obligee, in the sum of

One Hundred Sixty One Thousand Seventy Five and 00 /100 DOLLARS (\$ 161,075.00 ), *(The Contract Price, Both in Words & Figures)* lawful money of the United State of America, for the payment of which we, as Principal, and as Surety, jointly and severally bind ourselves, our successors and assigns firmly by these presents,

**TERMS AND CONDITIONS**

On the 28th *(Day)* of May *(Month)*, 2020 *(Year)*, Ross Island Sand & Gravel Co.  
*(Name of Contractor)*

Principal, entered into a contract with the City of Gladstone, Oregon, Obligee, for the construction of certain public improvements. As part of the contract, Principal is required to provide material, labor and equipment for the construction of these improvements. The contract documents between Principle and Obligee are incorporated herein by this reference.

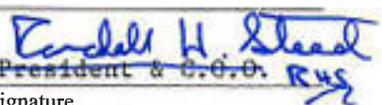
In the event that Principal fails to make payments when due to suppliers of labor, equipment or materials, Surety shall pay the suppliers the amounts they are due. In the event that Obligee pays any amounts to suppliers that Principal was required to pay, Surety shall reimburse Obligee for those payments. In the event that Principal permits any lien or claim to be filed or prosecution against the City on account of any labor or material furnished, Surety shall take such steps as are necessary to clear the lien, claim or prosecution. In the event that Principal fails to (1) promptly pay all contributions or amounts due the State Unemployment Compensation Trust Fund incurred to the performance of the contract, (2) promptly, as due, make payments to the person, co-partnership, association, or corporation entitled thereto of the money and sums mentioned in Section 279C.600 of the Oregon Revised Statutes, or (3) promptly pay to the Oregon State Tax Commission all sums required to be deducted and retained from wages of employees of the Principal and his sub-Contractors, pursuant to the Section 316.711, Oregon Revised Statues, Surety shall make the required payments. Surety's obligations under this bond shall terminate when all payments required of Principal described in this paragraph are made in full.

The total amount of the Surety's liability under this bond both to the Obligee and to the persons furnishing labor or materials, provisions and goods to any person or persons, shall in no event exceed the amount stated above.

Surety agrees that no change, extension of time, alternation, or addition to the terms of the contract, or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or the specifications.

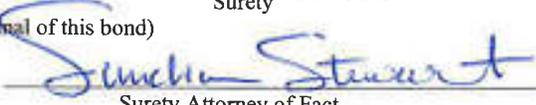
IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed in Portland, Oregon, this 28 *(Day)* of May *(Month)*, 2020 *(Year)*.

Witnesses:  


Ross Island Sand & Gravel Co.  
Contractor  
Randall H. Steed   
~~Randall H. Steed~~ *President & C.O.O. R.H.S.*  
Principal Signature

Randall H. Steed - President & C.O.O.  
Principal Printed Name

Liberty Mutal Insurance Company  
Surety

  
Surety Attorney of Fact Sandra Stewart

(A true copy of the Power of Attorney must be attached to the original of this bond)

Countersigned:  
N/A  
Resident Agent



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201362-905022

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, L. or: D. Andrews, David Galt, Jon C. Sandstrom, Sandra Stewart

all of the city of Portland state of Oregon each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of June, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of June, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of May, 2020.



By: Renee C. Llewellyn, Assistant Secretary

Client#: 322910

ROSSISLA

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services NW WC, 825 NE Multnomah, Suite 1500, Portland, OR 97232, 503 224-8390. CONTACT NAME: Wendy Jones, PHONE: 503 224-8390, FAX: 610 362-8130, E-MAIL: wendy.jones@usi.com. INSURER(S) AFFORDING COVERAGE: SAIF Corporation (NAIC # 36196), Zurich American Insurance Company (NAIC # 16535).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSUR LTR, TYPE OF INSURANCE, ADDL/SUBR, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A 779705 Eff Date: 07/01/2019 Exp Date: 07/01/2020 (PACIFIC NORTHWEST AGGREGATES, INC.) WC Each Accident Limit: \$500,000 WC Policy Limit: \$500,000 WC Each Employee Limit: \$500,000 (See Attached Descriptions)

CERTIFICATE HOLDER: City of Gladstone, 18595 Portland Ave, Gladstone, OR 97027. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

**DESCRIPTIONS (Continued from Page 1)**

**A 779702 Eff Date: 07/01/2019 Exp Date: 07/01/2020 (K.F.JACOBSEN & CO.INC.)**

**WC Each Accident Limit: \$500,000**

**WC Policy Limit: \$500,000**

**WC Each Employee Limit: \$500,000**

**B 8898103 Eff Date: 07/01/2019 Exp Date: 07/01/2020 (ROSS ISLANC SAND & GRAVEL CO. -CA POLICY)**

**WC Each Accident Limit: \$500,000**

**WC Policy Limit: \$500,000**

**WC Each Employee Limit: \$500,000**

**Descr of operations:**

**Re: Operations of the named insured; Dredging Project at Meldrum Bar Park for the City of Gladstone**



## DESCRIPTIONS (Continued from Page 1)

applies to the extent provided in the attached forms when required by written contract.

General Liability forms UGL2162CW(02/19), UGL925BCW(12/01), CG2503(05/09); Business Auto forms UCA424FCW(04/14);

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONTRACTUAL LIABILITY - RAILROADS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<p><b>Scheduled Railroad:</b> ALL CONTRACTS FOR WORK DONE FOR RAILROADS</p>	<p><b>Designated Job Site:</b></p>
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

**9. "Insured Contract" means:**

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b>
<b>Endorsement Effective Date:</b>

### SCHEDULE

<b>Insurance Company:</b>	ZURICH AMERICAN INSURANCE COMPANY		
<b>Policy Number:</b>	GLA286246217	<b>Effective Date:</b>	10/01/2019
<b>Expiration Date:</b>	10/01/2020		
<b>Named Insured:</b>	ROSS ISLAND SAND & GRAVEL CO.		
<b>Address:</b>	4315 SE MCLOUGHLIN BLVD PORTLAND	OR	97202-
<b>Additional Insured (Lessor):</b>	ALL LESSORS		
<b>Address:</b>	-, OR USA 97220		
<b>Designation Or Description Of "Leased Autos":</b>	ALL LEASED AUTOS		

Coverages	Limit Of Insurance
<b>Covered Autos Liability</b>	Each "Accident"
<b>Comprehensive</b>	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
<b>Collision</b>	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
<b>Specified Causes Of Loss</b>	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Coverage**

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You;
  - b. Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

**B. Loss Payable Clause**

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

**C. Cancellation**

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.**

**E. Additional Definition**

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COVERAGE FOR CERTAIN OPERATIONS  
IN CONNECTION WITH RAILROADS**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIERS COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b>
<b>Endorsement Effective Date:</b>

**SCHEDULE**

Scheduled Railroad	Designated Job Site
ALL CONTRACTS FOR WORK DONE FOR	
RAILROADS	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED CONSTRUCTION PROJECT(S)  
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Designated Construction Project(s):**

A GENERAL AGGREGATE LIMIT APPLIES TO EACH CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS, HOWEVER, A GENERAL AGGREGATE LIMIT DOES NOT APPLY TO ANY CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS THAT ARE INSURED UNDER A WRAP UP OR ANY OTHER CONSOLIDATED OR SIMILAR INSURANCE PROGRAM.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a.** Insureds;
    - b.** Claims made or "suits" brought; or
    - c.** Persons or organizations making claims or bringing "suits".
- 3.** Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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ZURICH

# Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLA286246217	10/01/19	10/01/20				

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

- Business Auto Coverage Form**
- Motor Carrier Coverage Form**

### A. Amended Who Is An Insured

- The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

- The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

### B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**C. Fellow Employee Coverage**

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

**D. Driver Safety Program Liability and Physical Damage Coverage**

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**E. Lease or Loan Gap Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

**Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

**F. Towing and Labor**

Paragraph A.2. of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

**G. Extended Glass Coverage**

The following is added to Paragraph A.3.a. of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

**H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

**Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
  - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
  - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

**I. Personal Effects Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

**Personal Effects Coverage**

- a. We will pay up to \$750 for "loss" to personal effects which are:
  - (1) Personal property owned by an "insured"; and
  - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
  - (1) The reasonable cost to replace; or
  - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
  - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
  - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
  - (3) Paintings, statuary and other works of art.
  - (4) Contraband or property in the course of illegal transportation or trade.
  - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

**J. Tapes, Records and Discs Coverage**

- 1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:
 

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

  - (a) Are the property of an "insured"; and
  - (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

#### **K. Airbag Coverage**

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

#### **L. Two or More Deductibles**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **M. Physical Damage – Comprehensive Coverage – Deductible**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

#### **N. Temporary Substitute Autos – Physical Damage**

1. The following is added to **Section I – Covered Autos**:

##### **Temporary Substitute Autos – Physical Damage**

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. "Loss"; or
5. Destruction.

2. The following is added to the Paragraph A. **Coverage** Provision of the **Physical Damage Coverage** Section:

##### **Temporary Substitute Autos – Physical Damage**

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

#### **O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph a. of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

**P. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**Q. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**R. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**S. Hired Auto – World Wide Coverage**

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

**T. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**U. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

**Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**V. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

**X. Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



ZURICH

# Limited Pollution Coverage – Work Site

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Addl. Prem.	Return Prem.
GLA286246217	10/01/19	10/01/20				

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

Schedule	
Each Pollution Event Limit Of Insurance:	\$1,000,000
Pollution Annual Aggregate Limit Of Insurance:	\$2,000,000
Pollution Deductible Amount:	\$ 10,000

If a limit of insurance amount is not shown in the Schedule above, the Each Pollution Event Limit Of Insurance will be \$100,000 and the Pollution Annual Aggregate Limit Of Insurance will be \$100,000.

**A. Subparagraph f.(1)(d) under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:**

**(d) At or from a "work site".**

This Subparagraph (d) does not apply to "bodily injury" or "property damage" which occurs as a direct result of a "pollution event" provided each of the following conditions are met:

- (i) The "pollution event" must occur at or "emanate from" a "work site";
- (ii) The "pollution event" must first commence during the policy period;
- (iii) The "pollution event" must be neither expected nor intended from the standpoint of an insured;
- (iv) The "pollution event" must have a duration of no more than 72 hours;
- (v) The "pollution event" must be promptly reported to us, and in no event later than 30 days from the date the "pollution event" first commenced; and
- (vi) Any claim because of "bodily injury" or "property damage" caused by a "pollution event" must be reported to us in writing as soon as practicable, and in no event any later than 3 years after this policy has expired.

However, the exception to the exclusion provided above does not apply to any of the following:

- i "Bodily injury" or "property damage" at or from any "work site" that has either been proposed for or included on the federal government's national priorities list (Superfund site) or any similar state environmental superfund or priorities list.
- ii "Bodily injury" or "property damage" arising out of any "pollutants" which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for any insured or any person or organization for whom the insured may be legally responsible.

- iii "Bodily injury" or "property damage" arising out of any "pollution event" at or from any "work site" which is or was at any time used by or for the insured or others for the handling, storage, disposal, processing or treatment of waste.
- iv "Bodily injury" or "property damage" arising out of any "pollution event" from any "underground storage tank system".
- v "Bodily injury" or "property damage" arising out of any failure to comply with any applicable statute, regulation, ordinance, directive, or order relating to the protection of the environment and promulgated by any government body, provided that failure to comply is a willful or deliberate act or omission of the insured.
- vi "Bodily injury" or "property damage" at or from:
  - a) Any offshore facility as defined in the following Acts:
    - 1) The Outer Continental Shelf Lands Act Amendment of 1978; or
    - 2) The Clean Water Act of 1977 as amended in 1978; or
  - b) Any deepwater port as defined in the Deepwater Port Act of 1974, subject to any current or future amendments.
- vii Any obligation or liability assumed by the insured under any contract or agreement, unless the insured would have that obligation or liability in the absence of said contract or agreement.
- viii "Bodily injury" or "property damage" arising out of any emission, discharge, release or escape of drilling fluid, saline substance, fracking fluids, oil, gas or other fluids from any oil, gas, mineral water or geothermal well.
- ix "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- x "Bodily injury" or "property damage" arising out of acid rain.
- xi "Bodily injury" or "property damage" arising out of lead, paint containing lead or any other material or substance containing lead.

**B. Solely with respect to the coverage provided by this endorsement, Section III – Limits Of Insurance is amended as follows:**

**1. Paragraph 1. is replaced by the following:**

- 1. The Limits Of Insurance shown in the Declarations, the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".

**2. The following paragraphs are added:**

Subject to Paragraph 2. above, the Pollution Annual Aggregate Limit Of Insurance shown in the Schedule of this endorsement is the most we will pay for all damages because of "bodily injury" and "property damage" as a result of all "pollution events".

Subject to the Paragraph directly above, the Each Pollution Event Limit Of Insurance shown in the Schedule of this endorsement is the most we will pay for all damages because of "bodily injury" and "property damage" as a result of any one "pollution event".

**C. Solely with respect to the coverage provided by this endorsement:**

- 1. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the Pollution Deductible Amount shown in the Schedule of this endorsement as applicable to such coverage.
- 2. The Pollution Deductible Amount shown in the Schedule of this endorsement applies on a per "occurrence" basis and that Pollution Deductible Amount applies to all damages because of all "bodily injury" and "property damage"

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

3. If any other deductible amount(s) is applicable to sums payable under this Coverage Part arising from the same "occurrence", you will be responsible for such deductible amount(s) in addition to the Pollution Deductible Amount shown in the Schedule of this endorsement.
4. The terms of this insurance, including those with respect to:
  - a. Our right and duty to defend the insured against any "suits" seeking those damages; and
  - b. Your duties in the event of an "occurrence", claim, or "suit",

apply irrespective of the application of the Pollution Deductible Amount shown in the Schedule of this endorsement.

Notwithstanding the above, the exceptions to the exclusions provided under this endorsement apply.

5. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**D. Solely with respect to this endorsement, Paragraph 4. Other Insurance of Section IV – Commercial General Liability Conditions is replaced by the following:**

**4. Other Insurance**

If other applicable insurance is available to any insured for a loss we cover under this insurance, our obligation to any insured is as follows:

- a. This insurance shall apply as excess over any other applicable insurance, whether primary, excess, contingent or on any other basis.
- b. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (2) The total of all deductible and self-insured amounts.

**E. Solely with respect to this endorsement, the following definitions are added to the Definitions Section:**

"Emanates from" means coming from or originating from a source that is on, at, under, migrating or which has migrated from.

"Pollution event" means an unexpected or unintended instantaneous discharge, dispersal, release or escape of "pollutants" at or from a "work site" that is demonstrable as having commenced abruptly on a clearly identifiable specific time and date during the policy period. Solely with respect to this endorsement, "pollution event" shall be used in place of "occurrence". All interrelated, repeated, or continuous episodes of a discharge, release or escape of "pollutants" caused by any covered "pollution event" shall in its entirety be deemed to be a single "pollution event". All "bodily injury" and "property damage", resulting from a single "pollution event" shall be deemed to have occurred only at the commencement date of the relevant covered "pollution event".

"Underground storage tank system" means any tank, including associated piping or equipment connected to the tank that has at least 10% of its volume below ground.

"Work site" means any premises, site or location not owned by or rented, or occupied by an insured where you or any contractor or subcontractor working directly or indirectly on any insured's behalf, are performing construction operations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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# Contractors Liability Supplemental Coverages And Conditions



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLA286246217	10/01/19	10/01/20				

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

## NON-OWNED WATERCRAFT SCHEDULE

<p>Watercraft Length: _____ feet (If no amount is shown above, 51 feet applies.)</p>
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### A. Non-owned Watercraft Liability Extended Coverage

Paragraph (2) of Exclusion 2.g. **Aircraft, Auto Or Watercraft** under Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than the length shown in the Non-Owned Watercraft Schedule of this endorsement; and
  - (b) Not being used to carry persons or property for a charge;

### B. Damage To Premises Rented Or Occupied By You

1. The last paragraph under Paragraph 2. **Exclusions** of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage to Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.

2. The paragraph directly following Paragraph (6) in Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section III – Limits Of Insurance.

3. Paragraph 6. of Section III – **Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

4. Paragraph a. of the "insured contract" definition under the **Definitions** Section is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - 5. Paragraph (ii) under Paragraph 4.b.(1) of the **Other Insurance Condition** under Section IV – **Commercial General Liability Conditions** is replaced by the following:
    - (ii) That is property insurance providing coverage for "specific perils" for premises rented to you or temporarily occupied by you with permission of the owner;
  - 6. The following definitions are added to the **Definitions** Section:
 

"Specific perils" means fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment, weight of snow, ice or sleet or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.
- C. Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You**

- 1. Section II – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- 2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- 3. With respect to the insurance afforded to these additional insureds, the following is added to Section III – **Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

The insurance provided by this Paragraph C. shall not increase the applicable Limits of Insurance shown in the Declarations.

**D. Additional Insured – Managers Or Lessors Of Premises**

- 1. Section II – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) that you have agreed in a written contract or written agreement to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured manager or lessor of the premises leased to you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and

- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insureds, the following is added to Section III – **Limits of Insurance**:
- The most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the written contract or written agreement you have entered into with the additional insured; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- The insurance provided by this Paragraph D. shall not increase the applicable Limits of Insurance shown in the Declarations.

**E. Additional Insured – State Or Governmental Agency Or subdivision Or Political Subdivision – Permits Or Authorizations**

1. Section II – **Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision that you have agreed in a written contract or written agreement or that you are required by statute, ordinance or regulation to name as an additional insured, subject to the following provisions:
- a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
  - b. This insurance does not apply to:
    - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
    - (2) "Bodily injury" or "property damage included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
  - b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insureds, the following is added to Section III – **Limits of Insurance**:
- The most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the written contract or written agreement you have entered into with the additional insured; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- The insurance provided by this Paragraph E. shall not increase the applicable Limits of Insurance shown in the Declarations.

**F. Personal And Advertising Injury Coverage – Assumed Under Contract Or Agreement**

1. Exclusion e. of Section I – **Coverage B – Personal And Advertising Injury Liability** is replaced by the following:
2. **Exclusions**
- This insurance does not apply to:
- e. **Contractual Liability**  
 "Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:
    - (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
    - (2) Liability for "personal and advertising injury" if:

- (a) The liability pertains to your business and is assumed in a contract or agreement that is an "insured contract"; and
- (b) The "personal and advertising injury" occurs subsequent to the execution of the contract or agreement.

Solely for the purposes of liability so assumed in such "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury", provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same contract or agreement; and
- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. For purposes of this "personal and advertising injury" coverage only:

Paragraph d. and the second to last paragraph under Paragraph 2. of **Supplementary Payments – Coverages A and B** are replaced by the following:

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal and advertising injury" and will not reduce the limits of insurance.

**G. Insured Contract Amendment**

Paragraph f. and f.(1) through f.(3) of the "insured contract" definition under the **Definitions** Section is replaced by the following:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities;
- (4) That indemnifies a person or organization for "personal and advertising injury":
  - (a) Arising out of advertising, publishing, broadcasting or telecasting done for you or on your behalf; or
  - (b) To an "employee" of such person or organization that does advertising, publishing, broadcasting or telecasting for you or on your behalf; or
- (5) That indemnifies a labor leasing firm for "bodily injury" to "leased workers".

**H. Medical Payments – Increased Reporting Period**

Paragraph **a.** of Section **I – Coverage C – Medical Payments** is replaced by the following:

**a.** We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

**I. Broad Bail Bond Coverage**

Paragraph **1.b.** under **Supplementary Payments – Coverages A And B** is replaced by the following:

**b.** The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**J. Amendment – Duties In The Event of Occurrence, Offense, Claim or Suit**

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to your officer, manager, partner or an "employee" authorized by you to give or receive such notice. Knowledge by "employees" other than your officer, manager, partner or "employee" authorized by you to give or receive such notice of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to your workers compensation carrier and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

**K. Unintentional Failure To Disclose Or Describe Hazards**

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

**6. Representations**

By accepting this policy, you agree:

- a.** The statements in the Declarations are accurate and complete;
- b.** Those statements are based upon representations you made to us; and
- c.** We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- (1) Fail to disclose all hazards existing at the inception of this policy; or
- (2) Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us in writing as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

**L. Bodily Injury Redefined**

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish, mental injury, shock, fright or death resulting from bodily injury, sickness or disease.

**M. Two Or More Of Our Coverage Parts/Policies**

The following is added to Section III – Limits of Insurance:

1. Subject to Paragraph 2. or 3. above, whichever applies, if this Coverage Part and any other Commercial General Liability Coverage Part or policy providing Commercial General Liability insurance issued to you by us or any other Zurich underwriting company affiliated with us apply to the same "occurrence", only the highest available Each Occurrence Limit under any such Coverage Part or policy applies to such "occurrence".
2. Subject to Paragraph 2. above, if this Coverage Part and any other Coverage Part or policy providing Commercial General Liability insurance issued to you by us or any other Zurich underwriting company affiliated with us apply to the same offense, only the highest available Personal And Advertising Injury Limit under any such Coverage Part or policy applies to such offense.
3. Under this Coverage Part and all other Zurich underwriting company Coverage Parts or policies to which Paragraphs 1. and 2. above combined apply, the most we will pay for all injury or damage because of "bodily injury" or "property damage" "occurrences", "personal and advertising injury" offenses and medical expenses is:
  - a. The single highest Coverage Part or policy General Aggregate Limit; or
  - b. The single highest Coverage Part or policy Products-Completed Operations Aggregate Limit,whichever applies, whether such "occurrence", offenses or medical expenses are covered by one or more than one Zurich underwriting company policy.
4. Any existing provisions under Paragraph 4. Other Insurance under Section IV – Commercial General Liability Conditions that may be contrary to the provisions of this endorsement are amended to comply with the changes in coverage as stipulated in Paragraphs 1., 2., and 3. above.

This provision does not apply to any Coverage Part or policy issued by us or any other Zurich underwriting company affiliated with us specifically to apply as excess insurance over this Coverage Part.

**N. Your Work Redefined**

Paragraph a.(1) of the "your work" definition under the Definitions Section is replaced by the following:

**22. "Your work":**

**a. Means:**

- (1) Work or operations performed by you or on your behalf, but does not include work or operations performed by another entity who joined with you to form a partnership or joint venture not shown as a Named Insured in the Declarations, which terminated or ended prior to the effective date of this policy; and

All other terms and conditions of this policy remain unchanged.



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## **Additional Insured – Automatic – Owners, Lessees Or Contractors**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GAL286246217

Effective Date: 10/01/19

This endorsement modifies insurance provided under the:

### **Commercial General Liability Coverage Part**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

**Additional Insured – Automatic – Owners, Lessees Or Contractors Limit**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.



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## Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem.	Retain. Prem.
GLA286246217	10/01/19	10/01/20			\$	\$

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

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# City of Gladstone Staff Report

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Report Date: June 2, 2020  
Meeting Date: June 9, 2020  
To: Gladstone City Council  
From: John Schmerber, Chief of Police

## AGENDA ITEM

Amend Ordinance 12.18, roller skates and skateboards to read "Public Buildings and Facilities". Also include language preventing roller skating and skateboarding in the parking lot or sidewalks of the Gladstone Civic Center, Senior Center, Public Works and Fire Departments or the County Library.

## History/Background

The purpose of this ordinance is to limit the above mentioned restrictions for the safety of employees and visitors who work at and visit all city facilities.

## Proposal

The Gladstone Police Department is recommending a change to Chapter 12.18 of the Gladstone Municipal Code to read "Public Building and Facilities". Additionally, add language to the code prohibiting roller skating, skateboarding and smoking on parking lots and sidewalks of the Gladstone Civic Center, Senior Center, Public Works and Fire Departments or the County Library. The ordinance defines that smoking also includes aerosolize or vaping of any substance. Additionally, it is recommended that the penalty of this violation be reduced from a class "C" infraction to a class "D" infraction.

## Options

1. Approve the recommended ordinance amendment.
2. Deny the ordinance recommended amendment and maintain current ordinance as written.

## Cost Impact

No cost impact

## Recommended Staff Action

Staff recommends approval of this ordinance amendment.

  
Department Head  
Signature

6-3-2020  
Date

  
City Administrator  
Signature

6/3/2020  
Date

**ORDINANCE 1500**

***AN ORDINANCE AMENDING CHAPTER 12.18 OF THE GLADSTONE MUNICIPAL CODE AMENDING TITLE AND ADDING LANGUAGE PERTAINING TO ROLLER SKATING, SKATEBOARDING OR SMOKING IN PUBLIC BUILDINGS OR PUBLIC FACILITIES AND REAFFIRMING ALL REMAINING PROVISIONS OF THE GLADSTONE MUNICIPAL CODE.***

**WHEREAS**, Chapter 12.18 of the Gladstone Municipal Code is currently titled “Roller Skates and Skateboards”; and

**WHEREAS**, amend the title of Chapter 12.18 to read “Public Buildings and Facilities”; and

**WHEREAS**, include the addition of language to prohibit roller skating, skateboarding and smoking in the parking lot or sidewalks of the Gladstone Civic Center, Senior Center, Public Works and Fire Departments and County Library; and

**WHEREAS**, these restrictions would protect the safety of employees who work at these locations and all visitors who visit City facilities; and

**WHEREAS**, the penalty of this violation would be reduced from a Class “C” infraction to a Class “D” infraction.

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

Section 1. The Gladstone City Council amends Chapter 12.18 of the Gladstone Municipal Code as described in Exhibit A, 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 Chapter 12.18 of the Gladstone Municipal Code are reaffirmed.

Section 3. This Ordinance takes effect 30 days from its adoption.

Approved by the Gladstone City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2020

ATTEST:

\_\_\_\_\_  
Tamara Stempel, Mayor

\_\_\_\_\_  
Tami Bannick

**ORDINANCE 1500**  
**Exhibit "A"**

The City of Gladstone ordains as follows:

**Chapter 12.18**  
**~~ROLLER SKATES AND SKATEBOARDS~~ PUBLIC BUILDINGS AND FACILITIES**

Sections:

**12.18.010 Prohibited acts.**

**12.18.020 Definitions.**

**12.18.030 Confiscation.**

**12.18.040 Penalty.**

**12.18.010 Prohibited acts.**

(1) No person shall use a skateboard or roller skates in the parking lot or sidewalks of the Gladstone Civic Center, Senior Center, Public Works and Fire Departments or the ~~City~~ County Library.

(2) No person shall use a skateboard or roller skates in or around the city park wading pool.

(3) No person shall use a skateboard or roller skates on a city-owned tennis court.

(4) No person shall in any parking lot or sidewalks of the Gladstone Civic Center, Senior Center, Public Works and Fire Departments or County Library smoke, aerosolize, or vaporize any substance.

**12.18.020 Definitions.**

"Skateboard" means a board of any material (natural or synthetic) with wheels affixed to the underside.

**12.18.030 Confiscation.**

Any employee of the police department who issues a citation for violation of this section is authorized to seize the skateboard or roller skates. Upon final disposition of the charge, the item so seized shall be returned to the person cited unless the court finds that a conviction for violation of this section is the second such violation, in which case, the item so seized shall be permanently confiscated and shall become the property of the police department and subject to destruction or other method of disposition selected by the department. Confiscation is in addition to any other penalty authorized by this section.

**12.18.040 Penalty.**

Any violation of this section is a Class "~~C~~" "D" infraction.





# City of Gladstone Staff Report

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Report Date: May 29, 2020  
Meeting Date: June 9, 2020  
To: Gladstone City Council  
From: Cathy Brucker, Interim Finance Director

Note: This item is the first in a series of actions. If Council does not approve both readings of this Ordinance tonight, then it will be scheduled for a future meeting and item #12 will need to be removed from the agenda.

## AGENDA ITEM

Amending Title 13 of the Gladstone Municipal Code, removing Water, Sewer and Storm Water utility rate discounts and incorporating those guidelines by reference to the Master Fee Schedule.

## History/Background

The City has offered a low income utility billing assistance program for many years, based on the framework utilized by our partners in wastewater collection and treatment, Water Environmental Services (WES). On May 12, 2020, staff requested City Council to review a comparison of programs from surrounding cities and provide direction on some changes to the current program.

Along with changes to the structure of the program, it was determined to move details out of the Municipal Code, and reference the program to the Master Fees & Charges policy, as initiated back in September 2017 with utility rates. Again, providing a singular point of update continues the efficiencies and accuracy that can be compromised with multiple documents.

## Proposal

Staff recommends removing the actual details of the utility rate discounts from the City of Gladstone Municipal Code of Ordinances, and instead providing them on the City's Master Fee Schedule. The Municipal Code will refer to the Master Fee Schedule for rate discounts.

## Options

1. Approve ordinance to remove utility rate discounts from the Gladstone Municipal Code and instead provide those discounts in the code by reference to the Master Fee Schedule.
2. Do not approve ordinance to remove utility rate discounts from the Gladstone Municipal Code.

Cost Impact

There are no further cost impacts from this proposal.

Recommended Staff Action

Staff recommends City Council adopt the Ordinance to remove utility rate discounts from Title 13 of the Municipal Code and instead refer to utility rate discounts by reference to the Master Fee Schedule as presented, with the following motion:

**“I make a motion to approve Ordinance 1501 removing the details of utility rate discounts from Title 13 of the Municipal Code and instead referring to those utility rate discounts by reference to the Master Fee Schedule.”**

Catherine Brueker  
Department Head  
Signature  
6/3/2020  
Date

Jaggu M. B. S. 6/3/2020  
City Administrator  
Signature  
Date

**ORDINANCE NO. 1501**  
**CITY OF GLADSTONE, OREGON**

*An Ordinance Amending Title 13 of the Gladstone Municipal Code, removing Water, Sewer and Storm Water utility rate discounts and incorporating those guidelines by reference to the Master Fee Schedule.*

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

**WHEREAS**, The City Council recognizes that utility rate fees are subject to adjustment for qualifying low income residents; and

**WHEREAS**, The City Council desires to base qualification on the Housing and Urban Development (HUD) Income Limits, Very Low Income Level as annually adjusted for the Portland-Vancouver-Hillsboro, OR-WA MSA; and

**WHEREAS**, The City Council desires to create efficiencies within the City processes, by eliminating dual low income qualification guidelines; and

**WHEREAS**, The City Council desires to remove utility rate low income discounts from the Gladstone Municipal Code and instead include said guidelines into the Gladstone Municipal Code by reference to the Master Fee Schedule.

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

Section 1. The Gladstone City Council amends Chapter 13.12.140 of the Gladstone Municipal Code as described in Exhibit A, 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 Chapter 13.12 of the Gladstone Municipal Code are reaffirmed.

Section 3. This Ordinance takes effect 30 days from its adoption.

This Ordinance adopted by the Gladstone City Council and approved by the Mayor this 9th day of June, 2020.

ATTEST:

\_\_\_\_\_  
Tamara Stempel, Mayor

\_\_\_\_\_  
Tami Bannick

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**ORDINANCE 1501**  
**EXHIBIT "A"**

**13.12.140 Charges determined for ~~Clackamas County Service District No. 1, Tri-City Service District~~ Water Environment Services and Oak Lodge Water Services District.**

- (1) Charges for sanitary sewer treatment, and if applicable, sewer collection purchased from treatment providers ~~Clackamas County Service District No. 1, Tri-City Service District,~~ Water Environment Services and Oak Lodge Water Services District or serviced thereby, shall be set and charged pursuant to a rate structure determined by the city and said district. These costs are passed along as a charge to the City's sanitary sewer customers via the City's utility bill. Any adjustments in the rates charged to the City by these providers shall be contemporaneously passed along to the City's sanitary sewer customers and reflected in the next subsequent City utility bill.
- (2) An additional fee for each equivalent dwelling unit, as specified in a Master Fee Schedule Resolution shall be added to each bill or billings to defray administrative billing, and the sewer collection maintenance and repair expenses incurred by the city.
- (3) In determining the number of equivalent dwelling units per billing for the additional charge assessed by the City, the unit rate structure of the District serving the property shall control. Equivalent dwelling unit is calculated at one unit for a single family dwelling and varies for other classes of service as defined in Table 1 of the Tri-City Rules and Regulations adopted by the Clackamas County Commissioners on May 19, 1994.
- ~~(4) Except within those areas of the city presently served by Oak Lodge Sanitary District, and not withstanding any other provisions of this chapter, the following charge provision shall apply to low income users:  
(a) The monthly user charge for sanitary sewer service provided to the principal resident or family having a maximum income under the qualifying income limits shall be fifty percent (50%) of the monthly user charge for sanitary sewer service. On July 1<sup>st</sup> of each year, the qualifying limits shall be set at one hundred eighty five percent (185%) of the most recently published poverty guidelines in the Federal Register by the U.S. Department of Health and Human Services under authority of 42 U.S.C. 9902(2), and shall remain in force until the next July 1<sup>st</sup>. The qualifying income limit for a single person household shall be based on the federal poverty guidelines for a one person household. The qualifying income limit for a family shall be based on the federal poverty guidelines for a two person household. In order to be eligible for the reduced sewer charge, the qualified person must be the person to whom the monthly user charge is billed and must have completed and filed with the city an application for the reduced rates on a form supplied by the city.~~
- (4) Low income qualification will be set forth in the City's Master Fees Schedule, updated annually on July 1 of each year.



# City of Gladstone Staff Report

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Report Date: June 2, 2020  
Meeting Date: June 9, 2020  
To: City Council  
From: Jim Whynot, Public Works Director and Cathy Brucker, Finance Director

## AGENDA ITEM

Approval of Resolution No. 1178, a resolution repealing Resolution No. 1172 and adopting a new revised Master Fee Schedule.

## HISTORY/BACKGROUND:

Oak Lodge Water Services Sewer Charge (pass-through) is increasing by 0.5% and the Water Environment Services Charge (pass-through) is increasing by 5%.

The City was advised by North Clackamas County Water Commission (NCCWC) that effective July 1, 2020 wholesale water rates (pass-through) will be decreased by 1.64%, from \$0.7486 to \$0.7363 cost per hundred cubic feet of water (CCF) 748 gallons.

The City is including System Development Charges (SDC's) to the master fee schedule to make the charges more transparent. The charges are increased annually based on the ENR-CCI (Engineering News Record Construction Cost Index) for Seattle per the City's SDC Methodology Reports and ORS 223.304. (This year's increase is 1%, May 2019-May 2020).

The City has historically furnished the actual charges for low income users in our Municipal Code. Providing the low income user charges in the Master Fee Schedule mitigates the risk created by providing multiple information in two sources. Providing a singular Master Fee Schedule also creates procedural efficiencies by eliminating the staff time required to update the Municipal Code each time the low income user charges are revised. The low income user charges in the Gladstone Municipal Code will remain current simply by referencing the updated Master Fee Schedule. Exhibit B details information about the program.

The Fire Department is proposing an increase to their fire incident and investigation reports. This fee increase is based on comparison to our public records request hourly rate. To pull and redact a report takes about 30 minutes at an approximate hourly rate of \$40/hour.

Library fees will be removed due to the transfer of the Library to Clackamas County.

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

**PROPOSAL**

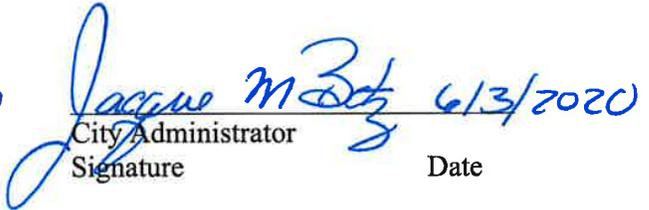
Staff recommends revising the Master Fee Schedule to reflect the updated water and sewer utility pass-through rates, updated System Development Charges (SDCs), adding the low income user rates as well as removing the library fees and updating the Fire Department fees. This will become effective July 1, 2020.

**Options**

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

**Recommended Staff Action**

*Approve Resolution No. 1178, a resolution repealing the Master Fee Schedule adopted under Resolution No. 1172 and adopting a new Master Fee Schedule.*

	
Department Head	City Administrator
Signature	Signature
Date	Date

**RESOLUTION NO. 1178  
CITY OF GLADSTONE, OREGON**

*A Resolution Adopting a Revised Master Fee Schedule*

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

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

**WHEREAS,** Updates to a Water Environment Services (WES) utility rate charges (pass-through) is increasing by 5% increasing their monthly charge by \$.84, from \$25.36 per equivalent dwelling unit (EDU) to \$26.20 per EDU.

**WHEREAS,** Updates to the Oak Lodge Water Services Sewer Charge (pass-through) is increasing by 0.5% increasing their monthly charge by \$0.28, from \$55.19 per equivalent dwelling unit (EDU) to \$55.47 per EDU.

**WHEREAS,** The City was advised by North Clackamas County Water Commission (NCCWC) that effective July 1, 2020 wholesale water rates (pass-through) will be decreased by 1.64%, from \$0.7486 to \$0.7363 cost per hundred cubic feet of water (CCF) 748 gallons.

**WHEREAS,** The City is including System Development Charges (SDC's) to the master fee schedule to make the charges more transparent. The charges are increased annually based on the ENR-CCI (Engineering News Record Construction Cost Index) for Seattle per the City's SDC Methodology Reports and ORS 223.304. (This year's increase is 1%, May 2019-May 2020).

**WHEREAS,** The City has historically furnished the actual charges for low income users in our Municipal Code. Providing the low income user charges in the Master Fee Schedule mitigates the risk created by providing multiple information in two sources. Providing a singular Master Fee Schedule also creates procedural efficiencies by eliminating the staff time required to update the Municipal Code each time the low income user charges are revised. The low income user charges in the Gladstone Municipal Code will remain current simply by referencing the updated Master Fee Schedule. Exhibit B details information on the program.

**WHEREAS,** The Fire Department is proposing an increase to their fire incident and investigation reports. This fee increase is based on comparison to our public records request hourly rate. To pull and redact a report takes about 30 minutes at an approximate hourly rate of \$40/hour.

**WHEREAS,** Library fees will be removed due to the transfer of the Library to Clackamas County.

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

The City of Gladstone repeals the Master Fee Schedule adopted under Resolution 1172 and replaces it by adopting the Revised Master Fee Schedule, as set forth in the attached Exhibit A. Changes/additions are noted in **highlight** and deletions are noted in ~~strike through~~ and amends the Low Income Utility Assistance Program attached as Exhibit B.

This Resolution is effective July 1, 2020.

This Resolution adopted by the Gladstone City Council and approved by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

\_\_\_\_\_  
Tamara Stempel, Mayor

\_\_\_\_\_  
Tami Bannick

Resolution 1178 - Exhibit "A"

City of Gladstone Master Fee Schedule **Effective July 1, 2020**

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

Public Records Request Deposit (large) toward hourly rate	\$	100.00
Public Records Request Deposit (small) toward hourly rate	\$	25.00
Returned Check Charge/processing	\$	35.00
Road Re-naming	\$	150.00
Special Event Application (plus actual staff costs for employees specifically needed to work the event and barricade fees if needed)	\$	100.00
<b>FIRE</b>		
<del>Fire Log Report- Fire and EMS Incident Report</del>	<del>\$15</del>	<del>\$20.00</del>
Fire Investigation Report		\$20.00
Fire Investigation Photos		\$10.00
<b>LIBRARY</b>		
<del>Annual Out-of-District Resident Library Card</del>	<del>\$</del>	<del>95.00</del>
<del>Damaged Items</del>	<del>\$</del>	<del>Replacement Cost</del>
<del>Late Charge (per day); Maximum per item: \$3-children/\$5 adult</del>	<del>\$</del>	<del>0.25</del>
<del>Lost Cultural Pass (varies from \$15.00-\$200.00)</del>	<del>\$</del>	<del>Replacement Cost</del>
<del>Lost Items</del>	<del>\$</del>	<del>Replacement Cost</del>
<del>Lost Library Card</del>	<del>\$</del>	<del>1.00</del>
<del>Photocopies (first two pages of non-circulating materials are free)</del>	<del>\$</del>	<del>0.10</del>
<del>Black and White Copies (per page)</del>	<del>\$</del>	<del>0.40</del>
<del>Color Copies (per page)</del>	<del>\$</del>	<del>2.00</del>
<del>Missing/Damaged Part (Barcode Replacement, CD Booklet or Missing Artwork, CD Case,</del>	<del>\$</del>	<del>2.00</del>
<b>PARKS AND RECREATION</b>		
Softball/Baseball Tournaments (per day/per field)	\$	55.00
Softball/Baseball Non-Gladstone Leagues Only (per team)	\$	27.50
(per field)	\$	11.00
Softball/Baseball Picnic Use (per day/per field)	\$	11.00
Soccer Field Reservation (per day/per field)	\$	44.00
Soccer League Play for Gladstone Residents (per team/per field)	\$	5.00
Soccer League Play for Non-Gladstone Residents (per team/per field)	\$	20.00

**PLANNING AND BUILDING**

The City of Gladstone contracts with Clackamas County for planning and building services, fees for those applications and services are set by the County

**POLICE**

A-Frame Sign Permit (initial application fee)	\$	100.00
Address Record Print (per address)	\$	5.00
Alarm Permit		
Initial Permit or Renewal		25.00
Late Fee (after 30 days expiration or installation)		25.00
Second False Alarm (within permit year)		50.00
Third False Alarm (within permit year)		100.00
Fourth and Each Subsequent Alarm (within permit year)		150.00
Failure to obtain Alarm Permit		90.00
Animal Permit Application (per year)	\$	25.00
Block Party	\$	35.00
CD's including photos/videos	\$	25.00
ID Theft		Victim Free
Local History Printout (per record)	\$	5.00
Noise variance	\$	75.00
Nuisance Property Abatement		Actual Cost
Police Report - No Charge for Victims		0.00
Police Report (first 2 pages)	\$	15.00
Police Report (page 3 and over) each page	\$	1.00
Temporary/Portable Storage Container		50.00
Vehicle Impound (after business hours)	\$	125.00
Vehicle Impound (during regular business hours)	\$	100.00

**PUBLIC WORKS**

Technical Plan Review-Development Engineering Fee		
Review	\$	2.5% of the construction cost
Inspection	\$	2.5% of the construction cost
Barricade Delivery and Pickup Fee	\$	50.00
Dye Test Residential/Commercial	\$	100.00

Erosion Control Violation	\$	300.00	
Hydrant Hook-Up Permit Fee (plus water usagae cost)	\$	50.00	
Registration Fee	\$	50.00	
Street Opening Inspection Fee	\$	85.00	
Street Opening Permit Fee	\$	150.00	
Street Opening Re-Inspection Fee (if necessary)	\$	85.00	
System Development Charges (SDC's)			1% increase
* Water:			
	\$3,706 per (EDU) equivalent dwelling unit	\$	3,743
	3/4" meter - \$7,847	\$	7,925
	1" meter - \$13,005	\$	13,135
	1 1/2" meter - \$26,132	\$	26,393
	2" meter - \$41,828	\$	42,246
	3" meter - \$83,733	\$	84,570
	4" meter - \$130,819	\$	132,127
	6" meter - \$261,559	\$	264,175
* Sewer Collection (City System)	\$5,638 per (EDU) equivalent dwelling unit	\$	5,694
* Sewer Treatment provided by others (pass-through) to Oak Lodge Water Services or Tri-City (WES) based on the individual district rates that the property is served by.			
* Parks	\$7,836 per (RPE) residential population equivalent	\$	7,914
* Stormwater	\$3,019 per (EDU) equivalent dwelling unit	\$	3,049
<b>SENIOR CENTER</b>			
Building Rental (per hour) Group 1: City of Gladstone Residents.	Plantan Room-\$40.00 and Bloye Hall-\$45.00		
Building Rental (per hour) Group 2: Private Parties, individuals, groups, and non-profits.	Plantan Room-\$45.00 and Bloye Hall-\$55.00		
Building Rental (per hour)Group 3: Commercial, for-profit professional groups.	Plantan Room-\$50.00 and Bloye Hall-\$75.00		
Kitchen Fee	\$	50.00	
Meal under 60 years	\$	4.00	
Meal (suggested donation) over 60 years	\$	3.00	
Fax (per page - staff only)	\$	1.00	
Photocopy (per page)	\$	0.25	
Van Donation (suggested donation) each way	\$	1.00	

Friday Excursions (\$7-\$25)		varies
Billiards Room (suggested donation of per game played)	\$	0.25
Notary Fee- Clackamas County resident age 60 or older		Free
Notary Fee- Gladstone Resident		\$5.00
Notary Fee- Non Resident- Clackamas County		\$10.00
<b>UTILITY BILLING RATES &amp; UTILITY RIGHT OF WAY RATES</b>		
<b>RIGHT-OF-WAY (ROW) RATES</b>		
Franchise Administrative Review	\$	5,000.00
ROW License Application Fee (Excluding Small Cell Wireless Facilities ****)	\$	50.00
ROW License Fee (five year term), (Excluding Small Cell Wireless Facilities)	\$	250.00
ROW Use Fee (Excluding Small Cell Wireless Facilities)		5% of gross revenues** or Minimum Annual Right-of-Way Use Fee, whichever is greater.
Minimum Annual Right-of-Way Use Fee ***		
<b>TOTAL LINEAR FEET OF UTILITY FACILITIES IN RIGHT-OF-WAY</b>		
Up to 5,000		\$5,628.00
5,001 to 10,000		\$8,442.00
10,001 to 20,000		\$11,255.00
More than 20,000		\$16,883.00
ROW Attachment Fee (Excluding Small Cell Wireless Facilities)		\$5,150
ROW Application fee for Small Cell Wireless Facilities (1-5 sites)		500.00
Each additional Site		100.00
Small Cell Wireless Facility Attachment Fee		270.00
<b>SEWER RATES</b>		
Sewer Inspection Fee, except mobile homes, motor homes and travel trailers	\$	100.00
Sewer Insepection Fee for mobile homes, motor homes, and travel trailers	\$	50.00
Oak Lodge Water Services Sewer Charge (Pass-through)*****	\$55.49	\$55.47 per month per EDU*
Water Environment Services (WES) Sewer Treatment Charge (Pass-through)*****	\$25.36	\$26.20 per month per EDU*
City of Gladstone Sanitary Sewer Collection Charge		\$20.16 per month per EDU*
Low Income Rate Reduction - adjusted annually based on HUD Very Low Income Limits for Portland-Vancouver-Hillsboro, OR-WA MSA		(50%) reduction of base rates listed above

<b>STORMWATER RATES</b>		
Residential Stormwater Fee per EDU* each month (Class 001 accounts)		\$11.00
Low Income Rate Reduction - adjusted annually based on HUD Very Low Income Limits for Portland-Vancouver-Hillsboro, OR-WA MSA	(50%) reduction of base rates listed above	
Non-Single Family Residential Stormwater Fee (Per 3,000 square feet of impervious area each month) (Class 002 and 003 accounts)		\$11.00
(Impervious area is calculated based on the city's GIS system data)		
<b>WATER RATES (monthly)</b>		
	Base Meter Charge (no water included)	
Meter Size		
3/4"		\$23.09
1.0"		\$36.72
1.5"		\$57.29
2.0"		\$102.44
3.0"		\$127.61
4.0"		\$152.79
6.0"		\$169.80
8.0"		\$212.26
Low Income Rate Reduction - adjusted annually based on HUD Very Low Income Limits for Portland-Vancouver-Hillsboro, OR-WA MSA	(50%) reduction of base rates listed above	
Water Rate Unit Cost Per Hundred Cubic Feet Of Water (CCF) 748 gallons	Usage Bracket	Rate
Block Rate 1	1 - 6 Units	\$1.24/unit
Block Rate 2	7 - 10 Units	\$1.99/unit
Block Rate 3	11 Units and Up	\$2.74/unit
Water rates for properties outside the city limits	Add 33% to above rates	
<b>WATER UTILITY CHARGES</b>		
Low Income Rate Violation Fee	As set forth in ORS 164.125	
Mailed Late Notice/Shut Off Notification		\$ 7.00
Shut Off Door Hanger (2nd Late Fee)		\$ 25.00
Shut Off Water		\$ 25.00
Turn On Water (during business hours)		\$ 25.00



## Resolution 1178 - Exhibit B

### City of Gladstone, Oregon



## Low Income Utility Assistance Program

The City of Gladstone provides residential customers a Low Income Utility Assistance Program which permits a reduced monthly charge for Water, Sewer and Storm Water services. As shown in the City's Master Fees & Charges Schedule, the reduced rates are 50% of the base rate only, for each type of utility.

#### Qualifications:

- A residential customer of Gladstone with one or more utility services provided by the City.
- The property is the principal residence and occupied by the applicant.
- No delinquent payments owed to the City, including utilities, court fines, and any other assessed fees or charges.
- Written application must be submitted on the City form and include all requested documentation for proof of income from all sources listed, from all income earners.
- Approval expires every year on June 30<sup>th</sup> and re-qualification must be submitted with current information annually.
- The Finance Department will notify all applicants of approval or denial in writing. If denied the applicant will have the ability to appeal within ten days from the date of the denial letter.

#### Income Limits:

- Based upon Housing and Urban Development (HUD) Income Limits/Very Low Income Limits (50% of Median Family Income) for the Portland-Vancouver-Hillsboro, OR-WA MSA as published at HUD.gov and updated annually. Limits in effect as of July 1 will apply for the fiscal year period.
- Income limit areas are based on the current fiscal year Fair Market Rent (FMR) areas.
- Income levels are incrementally based on households of one to eight persons.

#### Income Limits as of July 1, 2020:

##### Persons in Household

Very Low (50%) Income	1	2	3	4	5	6	7	8
Annual	\$32,250	\$36,850	\$41,450	\$46,050	\$49,750	\$53,450	\$57,150	\$60,800
Monthly	\$2,688	\$3,071	\$3,454	\$3,838	\$4,146	\$4,454	\$4,763	\$5,067



# City of Gladstone

## Utility Billing Department

Low Income Application Form

18505 Portland Ave Gladstone, OR 97027

Email: UB@ci.gladstone.or.us

Phone: 503-557-2771

Low Income Utility Rates Fiscal Year \_\_\_\_\_

Renewal  New  Date \_\_\_\_\_ Utility Account# \_\_\_\_\_

Applicant Name \_\_\_\_\_ Applicant Age \_\_\_\_\_

Email Address \_\_\_\_\_

Spouse Name \_\_\_\_\_ Spouse Age \_\_\_\_\_

Email Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

Dependent: List of dependents claimed on Income Tax forms (please print)

1. Name \_\_\_\_\_ Age \_\_\_\_\_ Relationship \_\_\_\_\_

2. Name \_\_\_\_\_ Age \_\_\_\_\_ Relationship \_\_\_\_\_

3. Name \_\_\_\_\_ Age \_\_\_\_\_ Relationship \_\_\_\_\_

4. Name \_\_\_\_\_ Age \_\_\_\_\_ Relationship \_\_\_\_\_

Occupants: Other than spouse or dependent children. Persons who live in the household and either contribute to household expenses or are renting space in the dwelling. All income received must be accounted for and disclosed on the application.

1. Name \_\_\_\_\_ Contributed to Household Expenses Yes  No

2. Name \_\_\_\_\_ Contributed to Household Expenses Yes  No

3. Name \_\_\_\_\_ Contributed to Household Expenses Yes  No

4. Name \_\_\_\_\_ Contributed to Household Expenses Yes  No

Applicant Signature \_\_\_\_\_

Date Signed \_\_\_\_\_

Signature is required: by signing this document, the signer is acknowledging that the information is true and correct to the best of the signer's knowledge.

*Please use a separate sheet for additional Dependents of Occupants*



# City of Gladstone

## Utility Billing Department

### Low Income Application Form

18505 Portland Ave Gladstone, OR 97027

Email: UB@ci.gladstone.or.us

Phone: 503-557-2771

### Monthly/Yearly Income [Instructions]

Please remember that documentation for each source of income is required. In addition, must be accompanied by 2 recent months of Bank Statements; Failure to provide documentation will result in approval delays and the possibility of your application being returned.

For any follow-up questions please Call (503)557-2771

Income Source	Total Last Month	Total Last Year
Wages, salaries, tips	\$	\$
Interest from Checking/Saving Account if Applicable	\$	\$
Child Support/Alimony – Must have documentation	\$	\$
Business Income / Capital Gains (Exclude losses and expenses) (Must provide Schedule C from tax return)	\$	\$
Individual Retirement Account Distributions	\$	\$
Pension Income / Life Insurance Distributions	\$	\$
Real Estate Income / Rental Income	\$	\$
Unemployment Income	\$	\$
Social Security Income / Social Security Disability Income (including SNAP benefits)	\$	\$
Veterans Benefits / Active Duty Military Pay and Benefits	\$	\$
Assistance / Friends, Family, Others person	\$	\$
All Other Income: Income received from all sources not included above or from other individuals that may be helping pay household expenses	\$	\$
Total Income	\$	\$







# City of Gladstone Staff Report

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Report Date: June 2, 2020  
Meeting Date: June 9, 2020  
To: Gladstone City Council  
From: Jacque Betz, City Administrator

## AGENDA ITEM

Possible Text Amendment to Title 17 in regards to off street parking requirements for the new library.

## HISTORY/BACKGROUND

In February the architect for the new Gladstone Library Project (Opsis) sent a letter on behalf of Clackamas County requesting a code interpretation and Administrative Action concerning the minimum number of required parking spaces for the new library that will be developed on the site currently occupied by the Gladstone City Hall. We were scheduled to bring this to you in March however, in reviewing the code, the City Administrator does not have the authority to make such a determination.

After conferring with the City Attorney the best path forward to streamline the process is as follows; we will provide Council a memo at the **June 9<sup>th</sup> City Council meeting** that recommends instead of Clackamas County applying for a variance or asking for an interpretation of the code; amend text in the Comprehensive Plan to mirror the standard that currently exists in GMC 17.18.070(1), an allow institutional or civic uses to be substituted in the C-2 zone without providing additional "off street parking requirements". This initiation will go before the Planning Commission in July and then to City Council in August.

City Attorney David Doughman's memo is attached, recommending that the City Council discuss a possible text amendment to Title17.

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Department Head  
Signature                      Date

  
City Administrator                      Date  
Signature                      6/3/2020

MEMORANDUM

TO: Jacque Betz, City Administrator  
FROM: David Doughman, City Attorney's Office  
SUBJECT: Possible Text Amendment to Title 17  
DATE: June 2, 2020



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Clackamas County is in the initial stages of designing a new library for the city, which it will eventually build on the site of the old Gladstone City Hall. The property is zoned C-2. I understand the county's design consultant, Opsis Architects, recently released three concepts for the new library and will engage the community in the coming months prior to settling on an option.

One element that is common to each of the concepts is a lack of off-street parking. This allows use of the site to be maximized for library purposes while staying within the identified budget for the design and construction of the facility. Of course, the prior uses on the site were supported without any off-street parking.

We discussed an existing provision in the city's code, 17.18.070(1), which generally allows new commercial uses in the C-2 zone to be substituted for old uses without providing any additional off-street parking. Because both the prior use and future use of the site are better described as institutional or civic rather than commercial, it is not clear whether the county could rely on 17.18.070(1) to build the library without any off-street parking.

However, the city could consider a text amendment to its code that would achieve the same result and provide the county certainty during the design process. Local communities are increasingly deciding to reduce or eliminate minimum requirements for off-street parking in town-centers and downtown commercial districts. For example, the City of Sandy recently eliminated a minimum off-street parking requirement for most development in its central commercial district. In Gladstone, I believe reducing off-street parking requirements in the C-2 is consistent with the city's *Downtown Revitalization Plan*, which the Gladstone City Council adopted in 2018. The *Downtown Revitalization Plan* was the culmination of a significant amount of study and public input into how to increase pedestrian and bicycle traffic into downtown Gladstone, reduce reliance on automobile traffic and create a more vibrant streetscape.

I recommend discussing the issue with the city council and getting direction on a text amendment that would allow the library to be built without off-street parking. If the council prefers, the scope of the amendment could be relatively narrow. For example, it could mirror the standard that currently exists for commercial uses under GMC 17.18.070(1), and allow institutional or civic uses to be substituted in the C-2 zone without providing any additional off-street parking. If council supports an amendment, we can provide the requisite notice to the state and the public and likely have the Gladstone Planning Commission consider a text amendment at its July 21, 2020 meeting. Council could then consider a recommendation from the planning commission at its August 11, 2020 meeting.



## City of Gladstone Staff Report

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Report Date: June 2, 2020  
Meeting Date: June 9, 2020  
To: Mayor and City Council  
From: Tami Bannick, City Recorder

### AGENDA ITEM:

Appointments to Boards, Committees and Commissions

### History/Background:

In December City Council made appointments for terms that expired 12-31-2019 on Boards, Committees and Commissions. Due to a lack of additional applications for the Audit, Budget and Library Boards the Council suggested holding those vacancies open for another two months so the City can recruit additional applicants and appoint at a later date.

In March applications for Audit Committee, Library Advisory Board and Traffic Safety Advisory Board were presented to the Council. Excerpt from March 10, 2020 Meeting Minutes:

“Councilor Ripley feels they should have a better evaluation process on people who are applying. He feels that if you know someone on the Council you have a chance to get appointed, but if you didn’t know a Councilor you wouldn’t have a chance. Councilor Reisner said that previously the Library Board did interview prospective applicants but it was discussed and revamped two years ago. He said they have been struggling with getting people to volunteer at all. Mayor Stempel said she would like to see an interview process. Councilor Tracy agreed with Councilors Reisner and Ripley. He feels the process needs to be slowed down a little bit. He likes the idea of vetting people. He feels they should put together another process for the future. Councilor Mersereau said they could call and interview applicants if they desire.

*Councilor Ripley made a motion to hold this over and come up with a more defined process. Motion was seconded by Councilor Tracy.*

### PUBLIC COMMENTS:

Michael Milch said that in recent years they have had fewer applicants than vacant positions and that was often the reason given for postponing the appointments. He said in December they had a sitting member of the Library Board whose term was to end in December of 2019 who applied to renew his term but when the Council decided to postpone appointments to the Library Board that person’s application was not considered at that time. He said there was a similar situation with the Audit Committee. He wants to be sure that if they give an extension to these applications that they have some understanding of whether citizens who applied are still under consideration or if their applications are deemed to be no longer valid. He favors acting on the two applications tonight.

*Motion passed unanimously.*

It was agreed to discuss this at next month’s meeting.”

Due to COVID-19 this item was not included on the regular agenda in April or May. At the work session on May 26<sup>th</sup>, the Council indicated they would like to discuss committees that have vacancies.

**Current vacancies on Boards, Committees and Commissions:**

- a. Audit Committee – two vacant positions
- b. Budget Committee – three vacant positions
- c. Library Advisory Board – two vacant positions
- d. Senior Center Advisory Board – one vacant position
- e. Traffic Safety Advisory Board – two vacant positions

**Proposal:**

There are vacant terms on the Audit Committee, Budget Committee, Library Advisory Board, Senior Center Advisory Board and Traffic Safety Advisory Board.

**Options:**

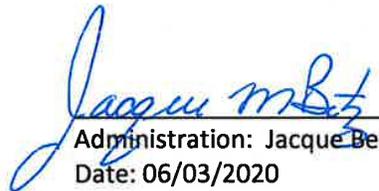
- 1) Discuss a more defined evaluation process to appoint applicants which may include an interview process.
- 2) Continue to advertise for vacant positions and appoint members to vacant terms on Boards, Committees and Commissions at a future City Council meeting.
- 3) Do not appoint members to vacant terms on Boards, Committee and Commissions until the end of the year.

**Cost Impact:**

No impact.



Department Head: Tami Bannick  
Date: 06/03/2020

 6/3/2020  
Administration: Jacquie Betz  
Date: 06/03/2020

**CITY COUNCIL  
MONTHLY  
ACTIVITY  
REPORTS**



# MAYOR TAMMY STEMPEL

## MAY 2020 – CIVIC ACTIVITY DETAIL

### MEETINGS - ACTIVITIES

- 5/2/2020 - Food Pantry | Senior Coordination
- 5/5/2020 - Food Pantry | Pickup Food from Barrels & Deliver to Food Pantry/Stock
- 5/6/2020 - Food Pantry – Create Food and Produce Boxes for Delivery  
- Citizen Meeting – COVID restrictions
- 5/7/2020 - Mayors and Managers Meeting  
- Clackamas County Coordinating Committee Meeting  
- Food Pantry Delivery
- 5/11/2020 - C4 Executive Committee Meeting
- 5/12/2020 - Food Pantry | Senior Coordination  
- C4 Executive Meeting  
- City Council
- 5/13/2020 - Food Pantry | Food Barrel Pickup and Stocking  
- Mayors Update
- 5/14/2020 - Food Pantry Delivery  
- Mayors and Managers Meeting
- 5/15/2020 - LOC Meeting  
- Mayors Check-in
- 5/16/2020 - Create and Deliver Emergency Senior Boxes
- 5/18/2020 - KXL Interview  
- Food Pantry | Senior Coordination
- 5/20/2020 - C4 Metro Subcommittee Meeting  
- Parks and Rec Work Plan Review  
- Food Pantry – Create Food and Produce Boxes for Delivery
- 5/21/2020 - Food Pantry Delivery  
- Mayors and Managers Meeting  
- WES Meeting
- 5/22/2020 - LOC Meeting  
- Delivery Emergency Senior Boxes

- 5/26/2020 - Food Pantry | Food Barrel Pickup and Stocking
- 5/27/2020 - Food Pantry - Create Food and Produce Boxes for Delivery
- 5/28/2020 - Food Pantry Delivery
- 5/29/2020 - Food Pantry – Deliver Emergency Food Boxes

\*\*Throughout the month review of social media, responses to email, Nextdoor Gladstone and direct phone calls.

## NOTES

# COUNCILOR MATT TRACY

## MAY 2020 – CIVIC ACTIVITY DETAIL

### MEETINGS - ACTIVITIES

05/07/2020	Metro Economic Response Call
05/08/2020	LOC Covid-19 Update Call
05/08/2020	Meeting with CA Betz
05/11/2020	Clackamas County Chamber Reopening Call
05/11/2020	Senator Wyden Conference Call
05/12/2020	Gladstone City Council Meeting
05/18/2020	Meeting with Mayor Stemple and CA Betz, Muni-Court
05/22/2020	State of Oregon Covid-19 Update Call
05/26/2020	City of Gladstone Work Session
05/27/2020	Ridgegate Property Visit-PW Director Whynot/CA Betz

### NOTES



**PRELIMINARY  
CITY COUNCIL  
AGENDA  
PLANNING  
DOCUMENT**



**June 23, 2020  
City Council Work Session  
5:30 pm  
Gladstone Civic Center Community Meeting Room**

<b>5:30 pm</b>	Rotator presentation on Development of a Tourism Strategy and Brand		
<b>6:30 pm</b>	Review Parks and Recreation Board Work Plan		

**July 14, 2020  
City Council Regular Meeting  
6:30 pm**

	<ul style="list-style-type: none"> <li>• Financials</li> <li>• Legal costs on projects</li> <li>• Minutes from previous Council meetings</li> <li>• Department Head Monthly Reports (June)</li> </ul>		
<b>6:00 PM</b>	DLCD presentation on why we are doing a housing code audit, housing needs analysis, and HB 2001		
	Prospective Ballot Initiatives?		
	Consider approval of a lease agreement between the Gladstone Fire Department for office space.		

**August 11, 2020  
City Council Regular Meeting  
6:30 pm**

	<ul style="list-style-type: none"> <li>• Financials</li> <li>• Legal costs on projects</li> <li>• Minutes from previous Council meetings</li> <li>• Department Head Monthly Reports (July)</li> </ul>		
	Code amendment to remove off street parking requirements for the library project at 525 Portland Avenue	CA Betz CA Doughman	

**August 25, 2020  
Gladstone Housing Needs Analysis Presentation  
5:30 pm (Planning Commission, City Council, TAC)**

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**To Be Set**

	Update the Traffic Signal Maintenance and Transportation Engineering Services IGA with Clackamas County	PWD Whynot	
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Gladstone City Council Preliminary Agendas

	Oak Lodge Sewer District IGA with City of Gladstone	PWD Whynot	
	Consider approval of a resolution to amend City Council Rules to remove “correspondence” from the agenda.	CA Betz	
	Approve collective bargaining agreements between City of Gladstone and Professional Fire Fighters Clackamas County IAFF.		
<b>January 2021</b>	Adopt the Housing Needs Analysis		