

**GLADSTONE CITY COUNCIL MEETING  
CIVIC CENTER COUNCIL CHAMBERS  
September 8, 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, the City of Gladstone is abiding by social distancing requirements during the coronavirus pandemic. This public hearing will be conducted virtually using the ZOOM platform.

Join Zoom Meeting

<https://zoom.us/j/94030590051?pwd=OWNIZTArMDBwSnpGT3haQWtoNnpjQT09>

Meeting ID: 940 3059 0051

Passcode: 986645

One tap mobile

+12532158782,,94030590051#,,,,,0#,,986645# US (Tacoma)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 669 900 9128 US (San Jose)

Meeting ID: 940 3059 0051

Passcode: 986645

Find your local number: <https://zoom.us/u/abtfk3wwRD>

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 September 8, 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 September 8, 2020 with your topic of discussion.

## **AGENDA ADDITIONS OR CORRECTIONS**

### **CONSENT AGENDA:**

1. Approval of August 11, 2020 Meeting Minutes
2. Approval of July Bank Balances
3. Budget Report for Period ending 07-31-2020
4. Approval of July Check Register
5. Legal Costs on Projects
6. Department Head Monthly Reports for August 2020 (no Senior Center report included)
7. Approve Purchase of Public Works Backhoe per the City's Vehicle/Equipment Replacement Policy
8. Approve Resolution 1183 – Declaring a State of Public Health Emergency-COVID-19 pandemic, to extend through December 31, 2020 unless superseded sooner.

**CORRESPONDENCE:** None

**REGULAR AGENDA:**

**9. PUBLIC HEARING: SALE OF SURPLUS PROPERTY – CLACKAMAS RIVER DRIVE**

Consider sale of city-owned property described as tax lot #00545663, Clackamas River Drive, Oregon City, OR 97045.

**10. COLLECTIVE BARGAINING AGREEMENT BETWEEN THE PROFESSIONAL FIRE FIGHTERS OF CLACKAMAS COUNTY, IAFF LOCAL 1159 AND THE CITY OF GLADSTONE**

Consider approval of the Collective Bargaining Agreement between the Professional Fire Fighters of Clackamas County, IAFF Local 1159 and the City of Gladstone.

**11. PROPOSAL ON USE OF CORONAVIRUS AID RELIEF AND ECONOMIC SECURITY ACT (CARE FUNDS)**

Consider authorizing the City Administrator to implement the Gladstone COVID Assistance Program (GCAP).

**12. PROPOSED BYLAWS OF CLACKAMAS COUNTY LIBRARY ADVISORY BOARD**

Consider authorizing Mayor Stempel to sign a letter asking the Board of County Commissioners to amend the proposed bylaws of the Clackamas County Library Advisory Board.

**13. LETTER TO FEDERAL HIGHWAY ADMINISTRATION AND OREGON DEPARTMENT OF TRANSPORTATION (ODOT) ON THE I-205 TOLLING PROJECT ENVIRONMENTAL ASSESSMENT**

Consider authorizing the City to submit a comment letter to the Federal Highway Administration and ODOT on the I-205 Tolling Project Environmental Project

**BUSINESS CARRIED FORWARD** – City Administrator Betz will update City Council on Diversity, Equity, Inclusion/Bias endeavors. (no attachments)

**BUSINESS FROM THE AUDIENCE**

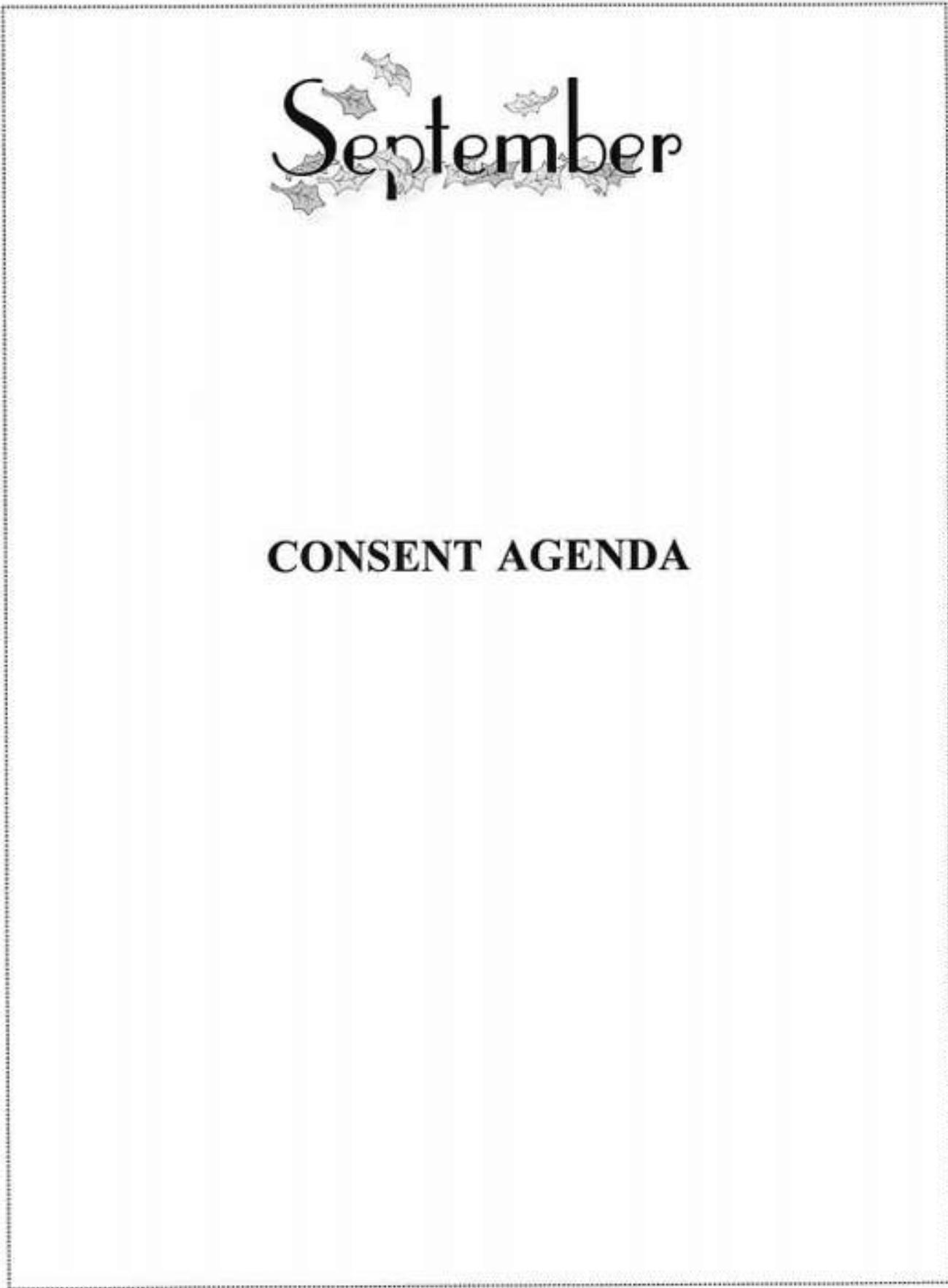
Visitors: This is an opportunity for members of the audience to bring to the Council's attention any item not otherwise listed on the Agenda. Comments will be limited to three (3) minutes per person. Speakers may not yield their time to others and must fill out a speaker card available in the back of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

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

**ADJOURN**

**Upcoming Meeting Dates:**

- September 17, 2020 – Community Workshop (ZOOM) on draft Housing Needs Analysis, 5:30 pm.
- October 13, 2020 – City Council Regular Meeting, 6:30 pm

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September

**CONSENT AGENDA**





## **GLADSTONE CITY COUNCIL MEETING MINUTES of August 11, 2020**

Meeting was called to order at 6:30 P.M. – (Via Zoom)

### **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; Chad Jacobs, City Attorney; John Schmerber, Police Chief

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Mayor Stempel called the meeting to order. She explained that per the Governor’s executive order 20-16 regarding compliance with Oregon Public Meetings Law this meeting is being held virtually using the Zoom platform. She went over the call-in number and access codes. She went over the meeting agenda.

### **PRESENTATION – I-205 TOLLING PROJECT:**

Heather Wills and Hannah Williams filled in for Lucinda Broussard, Oregon Department of Transportation Director. Ms. Williams is the Community Engagement Coordinator for the Toll Program. Based on the results of the feasibility analysis the I-205 Toll Project study area is Stafford Road to OR-213 – this includes the Abernethy Bridge. The project would raise revenue and manage congestion in the I-205 corridor. The types of tolls would vary by time of day and they’d be collected electronically so drivers wouldn’t be required to stop and there won’t be any toll booths. Tolls could raise revenue for the planned I-205 improvements, including the seismic strengthening of the Abernethy Bridge. They conducted the value pricing feasibility analysis in 2017 and 2018. Value pricing is another term for tolling or congestion pricing. She went over how the analysis was conducted (open houses, presentations, surveys, etc.). They have begun their 45-day public comment period. They have an online open house in English and Spanish – it contains a lot of helpful information explaining the toll project. She went over the timeline for the project. The environmental review process should be wrapping up in 2022. The environmental review process for the I-5 project should begin in 2021. The 45-day comment period is going to inform the final purpose and need and the alternatives that they are going to carry forward into the analysis. They will be conducting approximately one year of more technical analysis with continued public engagement and then they will be selecting the preferred alternative prior to the publicizing of the environmental document. With that document there will be a formal comment period again and they anticipate having a decision in late 2022. Ms. Wills said they are asking for feedback on the purpose and needs and goals and objectives. The project purpose is to manage congestion and raise revenue on I-205 between Stafford Road and OR-213. The Oregon Transportation Commission ultimately makes the decision about what the toll rate will be for the project – that happens after the environmental review process.

Chi Mai, Traffic Engineer with ODOT, went over the screening alternatives and the analysis results. She gave some background information regarding the feasibility phase. They are identifying the scale of how these alternatives compare to each other and the scale of rerouting if they take place. She went over the five alternatives (tolls on Abernethy Bridge, segment tolls, etc.). The analysis they conducted was based off the 2027 Metro travel demand model. There is no significant difference in road share between the alternatives. The model tells them that rerouting to I-5 is very minimal. She went over the alternatives relating to 99E/Clackamas River and 82<sup>nd</sup> Interchange/OR-43. She went over the performance comparison summary between all the alternatives. The initial recommendation from the consultant team is to advance Alternative 3 & 4. The team doesn’t recommend advancing Alternatives 1, 2, or 5.

They are going to continue to give presentations and try to get as much feedback and comments as possible regarding the purpose and need, goals and objectives, and alternatives. They provided information regarding how people can view the online open house, comment, and participate in the survey. There are three webinars coming up.

**PUBLIC COMMENTS:**

Glenda Shearer said she is very concerned about her community and the possibility of a toll coming here. She thinks the toll unfairly targets lower income people. There are a lot of people who live in Gladstone and commute for work and they are people who cannot telecommute. She is concerned that it is a tax on poor people. She is also concerned about data privacy because the State of Oregon isn't known for being good at managing systems and keeping track of things.

**COUNCIL COMMENTS:**

Councilor Reisner said he teaches in the Beaverton School District so he takes I-205/I-5/Highway 217 to work so he has a stake in this. He asked how much ODOT has spent since House Bill 2017 was passed. They did not have a figure on that but will get back to him. Councilor Reisner said he has yet to talk with anyone who is in favor of this. He said the material is extremely vague as to the negative comments. He asked if most people don't want this. They said they do receive a lot of comments from people who are opposed to tolls and those comments should be included in the comment reports, they should be accurately reflected during the comment period and those results will be published. Councilor Reisner asked if the tolling and the project could be independent – they said yes, they are two separate projects. He said the freeway needs to be widened and asked if ODOT is working on doing that – they said they are. Metro has a policy that our freeway is limited to a maximum of three through lanes in each direction. They are having funding issues. Councilor Reisner asked about tolling multiple roadway segments in Option 4 – if that means sections of I-205. Ms. Mai said right now they are being asked to toll this segment of I-205. Councilor Reisner feels that a lot of drivers are going to take different routes in order to get to the west side of town instead of paying tolls. He is totally against this and plans to continue fighting it. Councilor Mersereau asked what percent of the I-205 tolls are going to the I-5 bridge replacement project – they did not have an answer to that but that decision would be made by Oregon Transportation Commission (OTC). At the OTC meeting on Thursday Ms. Broussard will be formally requesting that toll revenue that is collected in the corridor remain in that corridor. Councilor Mersereau feels people need to know what the amount will be.

Councilor Tracy asked for clarification regarding the funding mechanism. Ms. Wills said House Bill 2017 did dedicate the congestion relief fund but there is not a process for how those funds get spent or the decisions on what projects. Ms. Broussard is requesting that the OTC make that policy. Councilor Tracy asked if there would be a separate entity that would be the disbursement mechanism/committee for these funds – Ms. Wills said Ms. Broussard will continue to work on the toll program to figure that all out. Councilor Tracy feels that if they are going to ask people to participate in this process they need to be clear about the funding, where it's going to go, and who is going to control it.

Mayor Stempel said this is going to be something ongoing and they are going to have a lot of opportunities to get some questions answered. She thanked them for the presentation.

**AGENDA ADDITIONS OR CORRECTIONS:**

Ms. Betz said the executive session that was scheduled at the end of the regular meeting has been canceled, which was included in the amended agenda, as well as adding item #6-A in the Consent Agenda.

**CONSENT AGENDA:**

1. Approval of July 14, 2020 Regular Meeting Minutes
2. Approval of June Bank Balances

3. Budget Report for Period ending 06-30-2020
4. Approval of June Check Register
5. Legal Costs on Projects
6. Department Head Monthly Reports for July 2020
  - 6-A: Traffic Safety High Visibility Enforcement Grant

*Councilor Reisner made a motion to approve the Consent Agenda. Motion was seconded by Councilor Tracy. 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.*

### **CORRESPONDENCE:**

None.

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 have made a decision based on what is based on the City as a whole. That doesn't mean that their personal 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 they 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.

### **REGULAR AGENDA**

#### **7. RESOLUTION 1182 – UPDATING THE MASTER FEE SCHEDULE:**

Ms. Betz said they typically like to bring the Master Fee Schedule update twice a year to the Council, however, when staff was reviewing the current ordinance they realized that the City never established a fee for someone who wanted to declare candidacy. After the ordinance was implemented in 2011 there was no fee established so City staff researched what other cities do and they are recommending a \$50 fee in lieu of collecting signatures.

Councilor Neace would like to move forward with this recommendation due to COVID-19 and what's happening. She feels it's fair.

Councilor Tracy asked if this is an either/or situation – either they get the signatures or pay the fee – Ms. Betz said that is correct. Ms. Betz said if they choose to collect signatures they have to submit them a couple of weeks sooner than the actual deadline because they have to be verified through the City and the County Elections. If the person chooses to pay the fee instead that can be done on the last day that the petitions are accepted. Councilor Tracy asked if they can make that clear if they pass this resolution – Ms. Betz said yes.

Councilor Reisner appreciates the comments made by Councilor Neace and said he is opposed to just having a declaration and paying a fee – he thinks it's special going out and getting signatures because it shows some support from the community, but the pandemic is going to change things. Councilor Todd agreed with Councilor Reisner and said we are in a different time and place right

now than we have been. She doesn't think it should cost money to run for City government but this is a different time and if you're not comfortable with going out and getting the signatures then there has to be some sort of a balance to that.

*Councilor Neace made a motion to approve Resolution 1182, adopting a Revised Master Fee Schedule to include a declaration of candidacy file fee. Motion was seconded by Councilor Reisner. 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.*

**8. PARKLET PILOT PROGRAM AND OUTDOOR DINING AND RETAIL IN PRIVATE PARKING LOTS PROGRAM:**

Ms. Betz said they are excited about this opportunity. Since the pandemic they have been trying to be creative as to how they can assist local businesses. Oregon City and Milwaukie have started a pilot program for parklets. This basically means that if a business has a parking spot in front of their business that they want to put outdoor seating into there is a process where they could fill out an application and as long as they meet certain design standards that the City would allow them to do that. They are hoping that it will help with the businesses that are effected by the social distancing requirements and it would be a temporary program that would start August 15<sup>th</sup> if the Council chooses, through November 30<sup>th</sup> and the Council will review the program to determine if this is something they want to continue year-round seasonally in March 2021. They are also looking at an outdoor dining and retail in private parking lots program where outdoor seating would be provided in the parking area instead of on the street. The application fee is \$25. Their goal is to streamline the process. This would specifically be in the community commercial zone, which is primarily on Portland Avenue. The outdoor dining/retail in the private parking lot would be for the entire City. Staff would like to be able to send the applications out beginning this week. Councilor Tracy asked if they are governing the number of parklets allowed along the roadway – Ms. Betz said they are governing the number of spots that a business could close off. So far they have two businesses that are interested but they share two parking spots. They have one business that is interested in using the private parking lot for outdoor seating. Councilor Tracy asked how they are going to work through an issue if one business wants outdoor seating and the other wants to maintain the parking spot. Ms. Betz said they would have to mitigate through it. Councilor Tracy said he is hesitant because it sounds like there's more room at the table to have this conversation. Ms. Betz said it is going to take permission from your neighbors to want to make this work – the property owner has to provide consent in order to do this.

Councilor Reisner has talked to several business owners so he supports it and understands Councilor Tracy's concern. He said this is only a pilot project and the weather is only going to be nice for the next couple of months so it will give them an idea as to what kind of glitches will happen.

Councilor Todd asked who will be dealing with issues such as maintenance/litter removal, failure to maintain the parklet, no smoking/vaping, etc. Ms. Betz said it would be Code Enforcement and they will have to assess that if they receive complaints. She said they could add a stipulation that an applicant is required to get consent from the neighboring businesses. Councilor Todd thinks it's a great idea and they should see how they can make it work for everybody. Councilor Mersereau agreed with Councilor Todd and Councilor Tracy. He said there needs to be communication between the businesses to iron things out.

Councilor Tracy said he has heard that things are fairly congenial back and forth between the businesses – maybe they have already started a dialog and maybe this is just a continuation of the dialog. He wants to make sure they don't get caught in the middle of it.

*Councilor Reisner made a motion to approve the City of Gladstone Parklet Pilot Program and Outdoor Dining and Retail in Private Parking Lots Program to allow businesses to use outdoor parking spaces for seating and retail uses. Motion was seconded by Councilor Neace. 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.*

**9. DISCUSSION REGARDING APPOINTMENT PROCESS TO CITY BOARDS, COMMITTEES, AND COMMISSIONS FOR JANUARY 2021:**

Ms. Betz said they have discussed this throughout the year and Council had asked for this to come back to them this month. Staff did some research with neighboring cities to look at their process. In general, they do some form of interviews with new applicants. Reappointments are typically done without an interview. Currently they have two vacant positions on the Audit Committee, three vacant positions on the Budget Committee, two vacant positions on the Library Advisory Board, one vacant position on the Senior Center Advisory Board, and two vacant positions on the Traffic and Safety Advisory Board. During the pandemic there were several months when they weren't even having meetings. Given the time of year they are focusing their efforts on January 2021 instead of trying to fill the vacancies now. They are proposing that the Council go ahead and start advertising for the January 2021 year the beginning of November, get through the election process, then December 1<sup>st</sup> through the 5<sup>th</sup> interview new applicants, appoint members on December 8<sup>th</sup> for the January 2021 year, on January 5<sup>th</sup> they would do the annual orientation/training, January 22<sup>nd</sup> and 23<sup>rd</sup> the City Council will do their new strategic planning session, and they would like to get the boards, committees, and commissions to submit their annual workplan sooner rather than later in the year. When other cities conduct interviews it's not the full City Council – typically it's the Mayor, one other City Councilor, the staff liaison of the specific committee, and the chair from the committee that the applicant is applying for. They will be discussing dissolution of the Gladstone Library Board as it is currently written in the charter, which is one of the reasons they have left the vacant positions open this year. They also have positions that are expiring this year so there will be more vacancies coming up. And since they have a biennium budget process next year they need a full Budget Committee appointed.

Councilor Ripley thinks it's a great idea. He would like to see an outline of the duties and responsibilities for each committee so they can spend their time appropriately.

Councilor Neace agreed with Councilor Ripley – they need to have better job descriptions so people have a better understanding of each of the positions and what they're applying for. Ms. Betz said the Municipal Code has the bylaws and the requirements for each committee – they would make sure that applicants get a copy of that before they apply so they understand what their role is. That is also the focus of the annual orientation. Mayor Stempel said they could also give them better direction when discussing their workplan.

Councilor Tracy is good with it and he would like to see one or two Councilors participate in the interviews – he volunteered. Councilor Neace volunteered as well.

Councilor Reisner likes what is proposed.

Councilor Todd likes it as well. She asked what will happen if they have three vacant positions and only one person applying. Ms. Betz said it would probably be up to the committee to make a

recommendation after they interview that person. She said the City needs to get creative on how they are attracting people to want to volunteer. They have to have the Budget Committee vacancies filled – that is an ORS statute that you have the same number of Budget Committee members as you do elected officials.

Councilor Mersereau said in the past things were sometimes done last minute and there wasn't consistency. They didn't always know what capabilities an applicant had or a desire to do the job. He is in favor of this.

*Councilor Neace made a motion to approve the City of Gladstone's process for appointments to boards, committees, and commissions for January 2021. Motion was seconded by Councilor Todd. 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.*

#### **BUSINESS CARRIED FORWARD:**

Ms. Betz gave an update regarding the mutual agreement and order (MAO) between the City of Gladstone and the Department of Environmental Quality (DEQ). Back in April of 2019 the City of Gladstone and DEQ entered into a mutual agreement and order that allows the City to make capital improvements to correct the deficiencies in our sanitary sewer overflows in the Clackamas River. They have met the compliance order. The compliance requirement is to begin data analysis, hire a consultant, and allocate budget for the inflow and infiltration study, and share budget and consultant deliverable requirements with DEQ when determined. Clackamas County Water and Environmental Services (WES) took an interest in doing some inflow and infiltration also so they let the contract out and the City of Gladstone is going to be able to piggyback onto their contracts to complete this work. They are going to bring the contract to the Council for approval on September 8<sup>th</sup>. The utility rate increase money is going toward this estimated \$462,000 study that the City is required to do by DEQ to help fix the infrastructure.

#### **BUSINESS FROM THE AUDIENCE:**

Angela Riley said, regarding the listening sessions last month, that she feels we can do much better. We need to see that the City cares about participating in anti-racist work. She said we need to get a moderator trained in diversity – someone who can do justice. She felt the lack of engagement while people were sharing their experiences with racism was disappointing. She said we need to hear from the Police Chief – she would love to know where he stands on this topic and what's being done in Gladstone to train officers in diversity and how we're going to keep our force free of discrimination. She said that Gladstone needs to acknowledge and publicly address racism.

Kelly Chaney said she tried to find info regarding some sort of COVID response committee in Gladstone. She found other information regarding COVID (update page, videos, etc.). She said after hearing about the parklet program she wondered if that had been run by the City Attorney. She said there are COVID guidelines that these businesses are responsible for. Have we put Gladstone on the hook now if somebody sues one of those businesses for a COVID related matter? Does it increase our insurance? She said maybe having some citizens on the committee might help divert animosity later on. She thinks this would be a preemptive move.

Mayor Stempel thinks it's amazing that Ms. Chaney wants to help because this has been a very challenging experience. The City doesn't have a whole lot of decisions or leeway on what they can do because they have to abide by what the federal government tells them, then the State, then the County. Their only job is to make sure they're in compliance. They have an emergency operations group already in place and it is their job to work through that. She doesn't know where a citizens committee could fit in that because of the liability and risk. She would be hesitant to have a citizen be the conduit for information because they

wouldn't want them to be the target. Maybe they can do a better job of providing solid resources on the City's website (CDC, OHA, the County, the State, etc.). They also have CERT – she would love for people to get involved with – it's an emergency citizen group that should be on the group helping if we need the support. She agreed that there is a lot of risk and liability.

Mayor Stempel said since they had to have people's comments by noon today she advised anyone else who wanted to speak to either send them an email with questions or bring their concerns/comments to the next Council meeting.

### **BUSINESS FROM THE COUNCIL:**

#### **Councilor Reisner:**

He wanted to let everyone know that the Library Board has been very active in their role as we go forward with having the County build a new library and the combining of both boards. Many of their members are on other committees and have been very active. They need to start the discussion before December regarding an advisory type committee related to the library being that the official library board is going to be coming to an end.

#### **Mayor Stempel:**

She said the Food Pantry is still a big part of our community – food and security is huge even though we don't see it. The weekly numbers are rising, especially in the homebound senior delivery group. They are still doing the modified walk-up pre-packed box model on Thursdays off Nelson Lane from 3:30 to 5:30 p.m. Last week she met with Senior Center Director Colin Black and the Senior Advisory Board Chair, Nancy Turner to talk about the senior delivery program and how it's expanding. They decided that they are going to start delivering boxes to their seniors and customize the boxes to individuals. If you know of anyone who needs help – send them her direction. The program is confidential.

The Clackamas County Coordinating Executive Committee and the C-4 regular meeting spent all of their meetings talking about I-205 tolling. She said the majority of the leadership is not in favor of tolling unless they are assured that the funds stay in the I-205 corridor. They will not support anything other than that. They urge everybody to stay informed and provide comments as appropriate. They would like the individual jurisdictions or individuals to send letters with their comments to the Oregon Transportation Commission – 355 Capitol Street N.E., MS#11, Salem, Oregon 97301-3871. The Chief of Staff is Jess McGraw.

During the Parks and Recreation Board meeting last night Chief Schmerber went over his review of the Park Rules – he is recommending that the violations be changed from misdemeanors to Class A Infractions that will have a civil penalty. This is more in line with other jurisdictions. There was a presentation from Jean Akers regarding the status of the Gladstone Nature Park master plan – everything is moving forward. She hopes to have concept options to the Parks Board next month. Then there will be community engagement during October and November and they hope to have the master plan done by the end of December. They received updates regarding what the police are doing on encroachment issues in the Ridgeway park/property. Jim Whynot gave an update on the issues with the hot weather and the parks and the amount of garbage that's being collected and thrown around. There was concern regarding the original agreement with the Fire Department and their training facility down at Meldrum Bar – there were a lot of promises and it doesn't look like a lot of them have been completed. There's a SOLVE clean-up at High Rocks this Saturday, August 15<sup>th</sup> from 10:00 to noon and they will be staging on the bridge next to DMV.

She said that COVID is still very important – a lot of people don't believe it exists, but it does. It is effecting absolutely everybody. As of August 7<sup>th</sup> Gladstone had increased its cases by 11 in the past 30 days, which

brings it to 40 (27% increase). She said doing very simple things can make a difference – wearing a mask in public, social distancing, and don't gather in groups of more than ten.

*Councilor Reisner made a motion to adjourn the meeting. Councilors Todd and Tracy seconded the motion. 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.*

**ADJOURN:**

Meeting was adjourned at 8:19 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 2020</b>	<b>August 2020</b>	<b>September 2020</b>	<b>October 2020</b>	<b>November 2020</b>	<b>December 2020</b>
LGIP -City Of Gladstone #4472	\$ 11,870,396.97					
LGIP - Urban Renewal Agency #4650	1,524,152.25					
<b>Checking Accounts:</b>						
General Fund	443,032.23					
Urban Renewal	20,536.90					
Municipal Court	36,363.13					
<b>Totals</b>	<b>\$ 13,894,481.48</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Bank</b>	<b>January 2021</b>	<b>February 2021</b>	<b>March 2021</b>	<b>April 2021</b>	<b>May 2021</b>	<b>June 2021</b>
LGIP -City Of Gladstone #4472						
LGIP - Urban Renewal Agency #4650						
<b>Checking Accounts:</b>						
General Fund						
Urban Renewal						
Municipal Court						
<b>Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>







City of Gladstone, OR

# Budget Report Account Summary

For Fiscal: 2020-2021 Period Ending: 07/31/2020

Fund: 100 - GENERAL FUND	Revenue	Original Total Budget	Current Total Budget	2019-2020 Activity	July Activity	2020-2021 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL</b>									
<b>RptType: 3000 - BEG FUND BAL.</b>									
<u>100-000-309999</u>	BEGINNING FUND BALANCE	3,730,000.00	3,730,000.00	0.00	0.00	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>0.00</b>	<b>0.00</b>	<b>-3,730,000.00</b>	<b>0.00 %</b>
<b>RptType: 3100 - LOCAL TAXES</b>									
<u>100-000-310010</u>	CURRENT YEAR TAXES	8,609,105.00	8,609,105.00	4,323,474.82	0.00	0.00	4,323,474.82	-4,285,630.18	50.22 %
<u>100-000-310050</u>	PRIOR YEAR TAXES	300,000.00	300,000.00	46,551.09	0.00	0.00	46,551.09	-253,448.91	15.52 %
<u>100-000-311030</u>	LIBRARY DISTRICT REVENUE	743,142.00	743,142.00	330,678.00	0.00	0.00	330,678.00	-412,464.00	44.50 %
<u>100-000-314045</u>	TRANSIENT LODGING TAX	305,000.00	305,000.00	139,298.27	8,894.34	8,894.34	148,192.61	-156,807.39	48.59 %
	<b>RptType: 3100 - LOCAL TAXES Total:</b>	<b>9,957,247.00</b>	<b>9,957,247.00</b>	<b>4,840,002.18</b>	<b>8,894.34</b>	<b>8,894.34</b>	<b>4,848,896.52</b>	<b>-5,108,350.48</b>	<b>48.70 %</b>
<b>RptType: 3110 - STATE SHARED TAXES</b>									
<u>100-000-310170</u>	STATE REVENUE SHARING	305,000.00	305,000.00	102,035.58	0.00	0.00	102,035.58	-202,964.42	33.45 %
<u>100-000-311010</u>	ALCOHOL TAX REVENUE	450,846.00	450,846.00	172,620.21	0.00	0.00	172,620.21	-278,225.79	38.29 %
<u>100-000-311015</u>	MARIJUANA TAX	99,457.00	99,457.00	70,580.75	0.00	0.00	70,580.75	-28,876.25	70.97 %
<u>100-000-311020</u>	CIGARETTE TAX REVENUE	28,155.00	28,155.00	12,004.48	0.00	0.00	12,004.48	-16,150.52	42.64 %
	<b>RptType: 3110 - STATE SHARED TAXES Total:</b>	<b>883,458.00</b>	<b>883,458.00</b>	<b>357,241.02</b>	<b>0.00</b>	<b>0.00</b>	<b>357,241.02</b>	<b>-526,216.98</b>	<b>40.44 %</b>
<b>RptType: 3120 - RIGHT OF WAY FEES</b>									
<u>100-000-312010</u>	GLADSTONE DISPOSAL FRANCHISE FEE	250,000.00	250,000.00	90,000.26	0.00	0.00	90,000.26	-159,999.74	36.00 %
<u>100-000-312025</u>	PGE FRANCHISE FEES	800,000.00	800,000.00	403,669.85	0.00	0.00	403,669.85	-396,330.15	50.46 %
<u>100-000-312030</u>	NW NATURAL GAS FRANCHISE FEE	340,000.00	340,000.00	92,202.65	0.00	0.00	92,202.65	-247,797.35	27.12 %
<u>100-000-312040</u>	COMCAST CABLE TV FRANCHISE FE	360,000.00	360,000.00	106,134.84	0.00	0.00	106,134.84	-253,865.16	29.48 %
	<b>RptType: 3120 - RIGHT OF WAY FEES Total:</b>	<b>1,750,000.00</b>	<b>1,750,000.00</b>	<b>692,007.60</b>	<b>0.00</b>	<b>0.00</b>	<b>692,007.60</b>	<b>-1,057,992.40</b>	<b>39.54 %</b>
<b>RptType: 3130 - LICENSES AND PERMITS</b>									
<u>100-000-313010</u>	BUSINESS LICENSE FEES	184,000.00	184,000.00	85,410.33	1,125.00	1,125.00	86,535.33	-97,464.67	47.03 %
<u>100-000-313015</u>	LIQUOR LICENSE RENEWALS	2,000.00	2,000.00	1,005.00	0.00	0.00	1,005.00	-995.00	50.25 %
<u>100-000-313020</u>	ALARM PERMITS	8,000.00	8,000.00	10,475.00	475.00	475.00	10,950.00	2,950.00	136.88 %
	<b>RptType: 3130 - LICENSES AND PERMITS Total:</b>	<b>194,000.00</b>	<b>194,000.00</b>	<b>96,890.33</b>	<b>1,600.00</b>	<b>1,600.00</b>	<b>98,490.33</b>	<b>-95,509.67</b>	<b>50.77 %</b>
<b>RptType: 3140 - CHARGES FOR SERVICES</b>									
<u>100-000-314010</u>	RECREATION FEES	6,000.00	6,000.00	992.16	0.00	0.00	992.16	-5,007.84	16.54 %
<u>100-000-314015</u>	SENIOR CENTER BUILDING RENTAL FEES	8,500.00	8,500.00	6,818.75	0.00	0.00	6,818.75	-1,681.25	80.22 %
<u>100-000-314020</u>	PLANNING APPLICATION FEES	70,000.00	70,000.00	2,236.00	0.00	0.00	2,236.00	-67,764.00	3.19 %
<u>100-000-314025</u>	SOCIAL SERVICES CONTRACT	75,000.00	75,000.00	43,399.45	0.00	0.00	43,399.45	-31,600.55	57.87 %

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	Original Total Budget	Current Total Budget	2019-2020 Activity	July Activity	2020-2021 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
<u>100-000-314030</u>	12,000.00	12,000.00	5,070.00	660.00	660.00	5,730.00	-6,270.00	47.75 %
<u>100-000-314040</u>	16,000.00	16,000.00	8,106.05	0.00	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>66,622.41</b>	<b>660.00</b>	<b>660.00</b>	<b>67,282.41</b>	<b>-120,217.59</b>	<b>35.88 %</b>
<b>RptType: 3141 - SDC</b>								
<u>100-000-314110</u>	0.00	0.00	129,479.12	0.00	0.00	129,479.12	129,479.12	0.00 %
<u>100-000-314111</u>	0.00	0.00	2,654.88	0.00	0.00	2,654.88	2,654.88	0.00 %
<b>RptType: 3141 - SDC Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>132,134.00</b>	<b>0.00</b>	<b>0.00</b>	<b>132,134.00</b>	<b>132,134.00</b>	<b>0.00 %</b>
<b>RptType: 3150 - GRANTS</b>								
<u>100-000-315030</u>	0.00	0.00	2,007.52	0.00	0.00	2,007.52	2,007.52	0.00 %
<u>100-000-315040</u>	331,620.00	331,620.00	230,191.78	0.00	0.00	230,191.78	-101,428.22	69.41 %
<u>100-000-315050</u>	2,950.00	2,950.00	0.00	0.00	0.00	0.00	-2,950.00	0.00 %
<u>100-000-315055</u>	0.00	0.00	5,400.00	0.00	0.00	5,400.00	5,400.00	0.00 %
<u>100-000-315065</u>	0.00	0.00	50,000.00	0.00	0.00	50,000.00	50,000.00	0.00 %
<u>100-000-315080</u>	0.00	0.00	41,318.00	35,000.00	35,000.00	76,318.00	76,318.00	0.00 %
<b>RptType: 3150 - GRANTS Total:</b>	<b>334,570.00</b>	<b>334,570.00</b>	<b>328,917.30</b>	<b>35,000.00</b>	<b>35,000.00</b>	<b>363,917.30</b>	<b>29,347.30</b>	<b>108.77 %</b>
<b>RptType: 3260 - FINES AND FORFEITURES</b>								
<u>100-000-326010</u>	775,000.00	775,000.00	270,077.67	31,768.66	31,768.66	301,846.33	-473,153.67	38.95 %
<b>RptType: 3260 - FINES AND FORFEITURES Total:</b>	<b>775,000.00</b>	<b>775,000.00</b>	<b>270,077.67</b>	<b>31,768.66</b>	<b>31,768.66</b>	<b>301,846.33</b>	<b>-473,153.67</b>	<b>38.95 %</b>
<b>RptType: 3301 - INTEREST</b>								
<u>100-000-330100</u>	250,000.00	250,000.00	253,557.53	12,383.19	12,383.19	265,940.72	15,940.72	106.38 %
<b>RptType: 3301 - INTEREST Total:</b>	<b>250,000.00</b>	<b>250,000.00</b>	<b>253,557.53</b>	<b>12,383.19</b>	<b>12,383.19</b>	<b>265,940.72</b>	<b>15,940.72</b>	<b>106.38 %</b>
<b>RptType: 3600 - MISCELLANEOUS</b>								
<u>100-000-360000</u>	70,000.00	70,000.00	24,563.12	1,142.55	1,142.55	25,705.67	-44,294.33	36.72 %
<u>100-000-361016</u>	10,000.00	10,000.00	6,724.75	1,470.75	1,470.75	8,195.50	-1,804.50	81.96 %
<u>100-000-361041</u>	5,000.00	5,000.00	0.00	0.00	0.00	0.00	-5,000.00	0.00 %
<u>100-000-362210</u>	0.00	0.00	35,668.00	0.00	0.00	35,668.00	35,668.00	0.00 %
<u>100-000-362212</u>	17,000.00	17,000.00	6,654.07	65.00	65.00	6,719.07	-10,280.93	39.52 %
<u>100-000-362213</u>	33,000.00	33,000.00	18,521.52	687.50	687.50	19,209.02	-13,790.98	58.21 %
<u>100-000-362214</u>	10,000.00	10,000.00	0.00	0.00	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>92,131.46</b>	<b>3,365.80</b>	<b>3,365.80</b>	<b>95,497.26</b>	<b>-49,502.74</b>	<b>65.86 %</b>
<b>RptType: 3700 - OTHER</b>								
<u>100-000-371000</u>	30,000.00	30,000.00	2,111.58	342.46	342.46	2,454.04	-27,545.96	8.18 %
<b>RptType: 3700 - OTHER Total:</b>	<b>30,000.00</b>	<b>30,000.00</b>	<b>2,111.58</b>	<b>342.46</b>	<b>342.46</b>	<b>2,454.04</b>	<b>-27,545.96</b>	<b>8.18 %</b>
<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:</b>	<b>18,236,775.00</b>	<b>18,236,775.00</b>	<b>7,131,693.08</b>	<b>94,014.45</b>	<b>94,014.45</b>	<b>7,225,707.53</b>	<b>-11,011,067.47</b>	<b>39.62 %</b>
<b>Department: 910 - TRANSFER IN</b>								
<b>RptType: 3990 - TRANSFERS IN</b>								
<u>100-910-399205</u>	81,935.00	81,935.00	27,969.22	0.00	0.00	27,969.22	-53,965.78	34.14 %
<u>100-910-399228</u>	24,316.00	24,316.00	9,118.50	0.00	0.00	9,118.50	-15,197.50	37.50 %
<u>100-910-399229</u>	4,863.00	4,863.00	1,823.63	0.00	0.00	1,823.63	-3,039.37	37.50 %

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100-910-399390	490,862.00	490,862.00	42,555.51	0.00	0.00	42,555.51	-448,306.49	8.67 %
100-910-399730	60,748.00	60,748.00	22,780.50	0.00	0.00	22,780.50	-37,967.50	37.50 %
100-910-399740	65,903.00	65,903.00	24,713.63	0.00	0.00	24,713.63	-41,189.37	37.50 %
100-910-399750	60,748.00	60,748.00	22,780.50	0.00	0.00	22,780.50	-37,967.50	37.50 %
<b>RptType: 3990 - TRANSFERS IN Total:</b>	<b>789,375.00</b>	<b>789,375.00</b>	<b>151,741.49</b>	<b>0.00</b>	<b>0.00</b>	<b>151,741.49</b>	<b>-637,633.51</b>	<b>19.22 %</b>
<b>Department: 910 - TRANSFER IN Total:</b>	<b>789,375.00</b>	<b>789,375.00</b>	<b>151,741.49</b>	<b>0.00</b>	<b>0.00</b>	<b>151,741.49</b>	<b>-637,633.51</b>	<b>19.22 %</b>
<b>Revenue Total:</b>	<b>19,026,150.00</b>	<b>19,026,150.00</b>	<b>7,283,434.57</b>	<b>94,014.45</b>	<b>94,014.45</b>	<b>7,377,449.02</b>	<b>-11,648,700.98</b>	<b>38.78 %</b>
<b>Expense</b>								
<b>Department: 121 - ADMIN</b>								
<b>RptCategory: 40 - PERSONNEL SERVICES</b>								
100-121-431010	284,124.00	284,124.00	147,578.95	16,412.60	16,412.60	163,991.55	120,132.45	57.72 %
100-121-431020	293,480.00	293,480.00	108,138.03	7,058.00	7,058.00	115,196.03	178,283.97	39.25 %
100-121-431030	202,297.00	202,297.00	0.00	0.00	0.00	0.00	202,297.00	0.00 %
100-121-431070	121,764.00	121,764.00	58,500.00	5,273.00	5,273.00	63,773.00	57,991.00	52.37 %
100-121-431500	204,110.00	204,110.00	83,030.95	6,403.60	6,403.60	89,434.55	114,675.45	43.82 %
100-121-450100	2,000.00	2,000.00	651.82	0.00	0.00	651.82	1,348.18	32.59 %
100-121-450500	8,819.00	8,819.00	3,873.65	350.14	350.14	4,223.79	4,595.21	47.89 %
100-121-470000	583,090.00	583,090.00	211,614.51	19,524.72	19,524.72	231,139.23	351,950.77	39.64 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>	<b>1,699,684.00</b>	<b>1,699,684.00</b>	<b>613,387.91</b>	<b>55,022.06</b>	<b>55,022.06</b>	<b>668,409.97</b>	<b>1,031,274.03</b>	<b>39.33 %</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>								
100-121-500110	134,000.00	134,000.00	157,907.33	9,153.47	9,153.47	167,060.80	-33,060.80	124.67 %
100-121-500120	84,000.00	84,000.00	27,784.40	0.00	0.00	27,784.40	56,215.60	33.08 %
100-121-500130	216,000.00	216,000.00	63,562.81	0.00	0.00	63,562.81	152,437.19	29.43 %
100-121-500490	25,000.00	25,000.00	5,151.69	0.00	0.00	5,151.69	19,848.31	20.61 %
100-121-500491	47,000.00	47,000.00	24,031.00	0.00	0.00	24,031.00	22,969.00	51.13 %
100-121-500492	160,000.00	160,000.00	77,655.94	0.00	0.00	77,655.94	82,344.06	48.53 %
100-121-510020	384,650.00	384,650.00	31,044.67	562.50	562.50	31,607.17	353,042.83	8.22 %
100-121-510021	0.00	0.00	55,471.99	0.00	0.00	55,471.99	-55,471.99	0.00 %
100-121-520120	7,500.00	7,500.00	4,362.98	346.30	346.30	4,709.28	2,790.72	62.79 %
100-121-520200	0.00	0.00	63.77	0.00	0.00	63.77	-63.77	0.00 %
100-121-520320	1,000.00	1,000.00	57.75	0.00	0.00	57.75	942.25	5.78 %
100-121-520400	38,310.00	38,310.00	14,166.42	823.59	823.59	14,990.01	23,319.99	39.13 %
100-121-520450	70,000.00	70,000.00	36,084.34	4,626.53	4,626.53	40,710.87	29,289.13	58.16 %
100-121-530000	200,000.00	200,000.00	165,704.16	180,362.33	180,362.33	346,066.49	-146,066.49	173.03 %
100-121-530200	25,000.00	25,000.00	1,002.35	42.75	42.75	1,045.10	23,954.90	4.18 %
100-121-540110	5,000.00	5,000.00	1,515.44	75.95	75.95	1,591.39	3,408.61	31.83 %
100-121-540120	20,000.00	20,000.00	2,331.86	20.00	20.00	2,351.86	17,648.14	11.76 %
100-121-540200	60,000.00	60,000.00	13,008.65	9,806.18	9,806.18	22,814.83	37,185.17	38.02 %
100-121-540220	45,000.00	45,000.00	6,781.45	0.00	0.00	6,781.45	38,218.55	15.07 %
100-121-540230	2,000.00	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0.00 %

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100-121-542000	20,000.00	20,000.00	3,107.26	314.08	314.08	3,421.34	16,578.66	17.11 %
100-121-560100	0.00	0.00	-84.72	0.00	0.00	-84.72	84.72	0.00 %
100-121-560120	30,000.00	30,000.00	12,674.54	189.80	189.80	12,864.34	17,135.66	42.88 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>	<b>1,574,460.00</b>	<b>1,574,460.00</b>	<b>703,386.08</b>	<b>206,323.48</b>	<b>206,323.48</b>	<b>909,709.56</b>	<b>664,750.44</b>	<b>57.78 %</b>
<b>Department: 121 - ADMIN Total:</b>	<b>3,274,144.00</b>	<b>3,274,144.00</b>	<b>1,316,773.99</b>	<b>261,345.54</b>	<b>261,345.54</b>	<b>1,578,119.53</b>	<b>1,696,024.47</b>	<b>48.20 %</b>
<b>Department: 122 - INFORMATION TECHNOLOGY</b>								
<b>RptCategory: 40 - PERSONNEL SERVICES</b>								
100-122-432010	198,120.00	198,120.00	88,418.94	8,170.00	8,170.00	96,588.94	101,531.06	48.75 %
100-122-470000	79,889.00	79,889.00	32,857.85	3,966.52	3,966.52	36,824.37	43,064.63	46.09 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>	<b>278,009.00</b>	<b>278,009.00</b>	<b>121,276.79</b>	<b>12,136.52</b>	<b>12,136.52</b>	<b>133,413.31</b>	<b>144,595.69</b>	<b>47.99 %</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>								
100-122-500110	37,360.00	37,360.00	9,199.98	0.00	0.00	9,199.98	28,160.02	24.63 %
100-122-500210	34,200.00	34,200.00	44,114.93	0.00	0.00	44,114.93	-9,914.93	128.99 %
100-122-520400	35,112.00	35,112.00	15,283.19	879.98	879.98	16,163.17	18,948.83	46.03 %
100-122-540300	540.00	540.00	314.30	86.74	86.74	401.04	138.96	74.27 %
100-122-560110	5,292.00	5,292.00	2,057.88	0.50	0.50	2,058.38	3,233.62	38.90 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>	<b>112,504.00</b>	<b>112,504.00</b>	<b>70,970.28</b>	<b>967.22</b>	<b>967.22</b>	<b>71,937.50</b>	<b>40,566.50</b>	<b>63.94 %</b>
<b>RptCategory: 60 - CAPITAL OUTLAY</b>								
100-122-661018	27,500.00	27,500.00	1,920.87	0.00	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>1,920.87</b>	<b>0.00</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>194,167.94</b>	<b>13,103.74</b>	<b>13,103.74</b>	<b>207,271.68</b>	<b>210,741.32</b>	<b>49.58 %</b>
<b>Department: 124 - FACILITIES</b>								
<b>RptCategory: 40 - PERSONNEL SERVICES</b>								
100-124-437050	17,294.00	17,294.00	9,764.40	928.47	928.47	10,692.87	6,601.13	61.83 %
100-124-437070	55,223.00	55,223.00	29,013.04	2,868.57	2,868.57	31,881.61	23,341.39	57.73 %
100-124-439011	16,490.00	16,490.00	2,560.07	2,588.71	2,588.71	5,148.78	11,341.22	31.22 %
100-124-450100	2,000.00	2,000.00	1,554.38	139.71	139.71	1,694.09	305.91	84.70 %
100-124-450500	510.00	510.00	278.11	24.87	24.87	302.98	207.02	59.41 %
100-124-470000	32,469.00	32,469.00	17,848.91	1,948.86	1,948.86	19,797.77	12,671.23	60.97 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>	<b>123,986.00</b>	<b>123,986.00</b>	<b>61,018.91</b>	<b>8,499.19</b>	<b>8,499.19</b>	<b>69,518.10</b>	<b>54,467.90</b>	<b>56.07 %</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>								
100-124-500110	105,000.00	105,000.00	31,667.87	2,633.02	2,633.02	34,300.89	70,699.11	32.67 %
100-124-520130	105,000.00	105,000.00	25,820.83	923.87	923.87	26,744.70	78,255.30	25.47 %
100-124-520322	3,200.00	3,200.00	86.64	0.00	0.00	86.64	3,113.36	2.71 %
100-124-540220	2,000.00	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0.00 %
100-124-540500	5,500.00	5,500.00	3,551.43	0.00	0.00	3,551.43	1,948.57	64.57 %
100-124-560100	140,000.00	140,000.00	72,611.72	7,364.78	7,364.78	79,976.50	60,023.50	57.13 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>	<b>360,700.00</b>	<b>360,700.00</b>	<b>133,738.49</b>	<b>10,921.67</b>	<b>10,921.67</b>	<b>144,660.16</b>	<b>216,039.84</b>	<b>40.11 %</b>

**Budget Report**

For Fiscal: 2020-2021 Period Ending: 07/31/2020

	Original Total Budget	Current Total Budget	2019-2020 Activity	July Activity	2020-2021 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
<b>RptCategory: 60 - CAPITAL OUTLAY</b>								
100-124-641000	250,000.00	250,000.00	58,904.46	0.00	0.00	58,904.46	191,095.54	23.56 %
100-124-641010	47,000.00	47,000.00	52,018.50	0.00	0.00	52,018.50	-5,018.50	110.68 %
	<b>297,000.00</b>	<b>297,000.00</b>	<b>110,922.96</b>	<b>0.00</b>	<b>0.00</b>	<b>110,922.96</b>	<b>186,077.04</b>	<b>37.35 %</b>
<b>RptCategory: 60 - CAPITAL OUTLAY Total:</b>								
	<b>781,686.00</b>	<b>781,686.00</b>	<b>305,680.36</b>	<b>19,420.86</b>	<b>19,420.86</b>	<b>325,101.22</b>	<b>456,584.78</b>	<b>41.59 %</b>
<b>Department: 220 - COURT</b>								
<b>RptCategory: 40 - PERSONNEL SERVICES</b>								
100-220-432020	128,445.00	128,445.00	63,270.84	5,431.19	5,431.19	68,702.03	59,742.97	53.49 %
100-220-432035	147,900.00	147,900.00	72,758.80	6,404.00	6,404.00	79,162.80	68,737.20	53.52 %
100-220-450500	1,479.00	1,479.00	315.85	64.04	64.04	379.89	1,099.11	25.69 %
100-220-470000	157,102.00	157,102.00	74,864.83	6,428.18	6,428.18	81,293.01	75,808.99	51.75 %
	<b>434,926.00</b>	<b>434,926.00</b>	<b>211,210.32</b>	<b>18,327.41</b>	<b>18,327.41</b>	<b>229,537.73</b>	<b>205,388.27</b>	<b>52.78 %</b>
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>								
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>								
100-220-500110	1,000.00	1,000.00	422.33	0.00	0.00	422.33	577.67	42.23 %
100-220-500132	73,800.00	73,800.00	33,450.00	0.00	0.00	33,450.00	40,350.00	45.33 %
100-220-500134	67,000.00	67,000.00	23,700.00	250.00	250.00	23,950.00	43,050.00	35.75 %
100-220-500136	73,800.00	73,800.00	39,540.00	3,090.00	3,090.00	42,630.00	31,170.00	57.76 %
100-220-500137	3,000.00	3,000.00	624.00	0.00	0.00	624.00	2,376.00	20.80 %
100-220-500138	2,000.00	2,000.00	61.52	0.00	0.00	61.52	1,938.48	3.08 %
100-220-500282	16,000.00	16,000.00	5,890.00	0.00	0.00	5,890.00	10,110.00	36.81 %
100-220-520120	8,000.00	8,000.00	1,682.50	0.00	0.00	1,682.50	6,317.50	21.03 %
100-220-520400	27,500.00	27,500.00	6,962.81	1,264.11	1,264.11	8,226.92	19,273.08	29.92 %
100-220-540220	4,000.00	4,000.00	1,296.72	0.00	0.00	1,296.72	2,703.28	32.42 %
	<b>276,100.00</b>	<b>276,100.00</b>	<b>113,629.88</b>	<b>4,604.11</b>	<b>4,604.11</b>	<b>118,233.99</b>	<b>157,866.01</b>	<b>42.82 %</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>								
	<b>711,026.00</b>	<b>711,026.00</b>	<b>324,840.20</b>	<b>22,931.52</b>	<b>22,931.52</b>	<b>347,771.72</b>	<b>363,254.28</b>	<b>48.91 %</b>
<b>Department: 240 - POLICE</b>								
<b>RptCategory: 40 - PERSONNEL SERVICES</b>								
100-240-432110	294,520.00	294,520.00	122,224.23	10,949.00	10,949.00	133,173.23	161,346.77	45.22 %
100-240-432130	220,220.00	220,220.00	109,342.52	9,008.00	9,008.00	118,350.52	101,869.48	53.74 %
100-240-432140	163,009.00	163,009.00	163,725.09	14,418.42	14,418.42	178,143.51	-15,134.51	109.28 %
100-240-432160	1,270,810.00	1,270,810.00	469,630.92	45,750.92	45,750.92	515,381.84	755,428.16	40.56 %
100-240-432170	521,961.00	521,961.00	234,971.45	21,877.00	21,877.00	256,848.45	265,112.55	49.21 %
100-240-432182	57,912.00	57,912.00	28,524.00	2,956.51	2,956.51	31,480.51	26,431.49	54.36 %
100-240-432185	110,324.00	110,324.00	53,573.56	4,776.00	4,776.00	58,349.56	51,974.44	52.89 %
100-240-432190	0.00	0.00	175.95	0.00	0.00	175.95	-175.95	0.00 %
100-240-450100	260,000.00	260,000.00	131,924.89	12,776.98	12,776.98	144,701.87	115,298.13	55.65 %
100-240-450200	22,000.00	22,000.00	13,908.05	3,044.30	3,044.30	16,952.35	5,047.65	77.06 %
100-240-450300	77,428.00	77,428.00	43,951.89	3,986.92	3,986.92	47,938.81	29,489.19	61.91 %
100-240-450500	0.00	0.00	2,493.56	246.41	246.41	2,739.97	-2,739.97	0.00 %

**Budget Report**

For Fiscal: 2020-2021 Period Ending: 07/31/2020

	Original Total Budget	Current Total Budget	2019-2020 Activity	July Activity	2020-2021 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
<u>100-240-470000</u>	1,614,224.00	1,614,224.00	715,747.81	67,053.11	67,053.11	782,800.92	831,423.08	48.49 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>								
	<b>4,612,408.00</b>	<b>4,612,408.00</b>	<b>2,090,193.92</b>	<b>196,843.57</b>	<b>196,843.57</b>	<b>2,287,037.49</b>	<b>2,325,370.51</b>	<b>49.58 %</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>								
<u>100-240-500110</u>	76,440.00	76,440.00	57,187.09	20,708.54	20,708.54	77,895.63	-1,455.63	101.90 %
<u>100-240-500284</u>	13,860.00	13,860.00	4,525.50	2,575.80	2,575.80	7,101.30	6,758.70	51.24 %
<u>100-240-510044</u>	9,500.00	9,500.00	2,500.00	0.00	0.00	2,500.00	7,000.00	26.32 %
<u>100-240-520100</u>	139,880.00	139,880.00	26,958.04	2,028.05	2,028.05	28,986.09	110,893.91	20.72 %
<u>100-240-520112</u>	68,000.00	68,000.00	15,142.71	0.00	0.00	15,142.71	52,857.29	22.27 %
<u>100-240-520310</u>	0.00	0.00	3,360.83	0.00	0.00	3,360.83	-3,360.83	0.00 %
<u>100-240-520320</u>	150,000.00	150,000.00	70,000.35	3,805.94	3,805.94	73,806.29	76,193.71	49.20 %
<u>100-240-520345</u>	0.00	0.00	1,638.00	0.00	0.00	1,638.00	-1,638.00	0.00 %
<u>100-240-520400</u>	40,000.00	40,000.00	15,058.36	250.80	250.80	15,309.16	24,690.84	38.27 %
<u>100-240-540110</u>	12,000.00	12,000.00	496.80	65.00	65.00	561.80	11,438.20	4.68 %
<u>100-240-540200</u>	20,000.00	20,000.00	3,067.20	1,495.00	1,495.00	4,562.20	15,437.80	22.81 %
<u>100-240-540220</u>	64,000.00	64,000.00	15,233.90	267.29	267.29	15,501.19	48,498.81	24.22 %
<u>100-240-540301</u>	40,000.00	40,000.00	28,259.70	4,709.00	4,709.00	32,968.70	7,031.30	82.42 %
<u>100-240-542000</u>	8,200.00	8,200.00	1,513.02	25.00	25.00	1,538.02	6,661.98	18.76 %
<u>100-240-560110</u>	40,868.00	40,868.00	20,566.66	1,717.92	1,717.92	22,284.58	18,583.42	54.53 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>								
	<b>682,748.00</b>	<b>682,748.00</b>	<b>265,508.16</b>	<b>37,648.34</b>	<b>37,648.34</b>	<b>303,156.50</b>	<b>379,591.50</b>	<b>44.40 %</b>
<b>RptCategory: 60 - CAPITAL OUTLAY</b>								
<u>100-240-651000</u>	220,000.00	220,000.00	109,822.57	0.00	0.00	109,822.57	110,177.43	49.92 %
<u>100-240-661018</u>	5,000.00	5,000.00	0.00	0.00	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>109,822.57</b>	<b>0.00</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>2,465,524.65</b>	<b>234,491.91</b>	<b>234,491.91</b>	<b>2,700,016.56</b>	<b>2,820,139.44</b>	<b>48.91 %</b>
<b>Department: 250 - FIRE</b>								
<b>RptCategory: 40 - PERSONNEL SERVICES</b>								
<u>100-250-432210</u>	231,160.00	231,160.00	106,493.00	9,931.00	9,931.00	116,424.00	114,736.00	50.37 %
<u>100-250-432220</u>	205,864.00	205,864.00	96,377.44	8,578.00	8,578.00	104,955.44	100,908.56	50.98 %
<u>100-250-432240</u>	489,027.00	489,027.00	232,137.72	19,578.00	19,578.00	251,715.72	237,311.28	51.47 %
<u>100-250-432290</u>	548,000.00	548,000.00	227,573.41	22,132.09	22,132.09	249,705.50	298,294.50	45.57 %
<u>100-250-450100</u>	50,000.00	50,000.00	40,273.52	2,685.17	2,685.17	42,958.69	7,041.31	85.92 %
<u>100-250-450500</u>	0.00	0.00	2,884.57	257.34	257.34	3,141.91	-3,141.91	0.00 %
<u>100-250-470000</u>	682,019.00	682,019.00	356,768.76	31,459.63	31,459.63	388,228.39	293,790.61	56.92 %
<u>100-250-470040</u>	8,000.00	8,000.00	852.68	71.28	71.28	923.96	7,076.04	11.55 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>								
	<b>2,214,070.00</b>	<b>2,214,070.00</b>	<b>1,063,361.10</b>	<b>94,692.51</b>	<b>94,692.51</b>	<b>1,158,053.61</b>	<b>1,056,016.39</b>	<b>52.30 %</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>								
<u>100-250-500110</u>	0.00	0.00	3,184.32	0.00	0.00	3,184.32	-3,184.32	0.00 %
<u>100-250-500150</u>	29,000.00	29,000.00	12,510.00	990.00	990.00	13,500.00	15,500.00	46.55 %
<u>100-250-500210</u>	0.00	0.00	1,894.00	0.00	0.00	1,894.00	-1,894.00	0.00 %
<u>100-250-500498</u>	170,000.00	170,000.00	88,489.00	7,559.50	7,559.50	96,048.50	73,951.50	56.50 %

	Original Total Budget	Current Total Budget	2019-2020 Activity	July Activity	2020-2021 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
100-250-510022	50,000.00	50,000.00	0.00	0.00	0.00	0.00	50,000.00	0.00 %
100-250-520122	12,000.00	12,000.00	600.59	0.00	0.00	600.59	11,399.41	5.00 %
100-250-520124	53,000.00	53,000.00	24,303.66	2,294.27	2,294.27	26,597.93	26,402.07	50.18 %
100-250-520126	0.00	0.00	20.95	0.00	0.00	20.95	-20.95	0.00 %
100-250-520200	83,800.00	83,800.00	37,494.12	1,219.38	1,219.38	38,713.50	45,086.50	46.20 %
100-250-520310	0.00	0.00	155.00	0.00	0.00	155.00	-155.00	0.00 %
100-250-520320	140,000.00	140,000.00	52,864.13	855.21	855.21	53,719.34	86,280.66	38.37 %
100-250-520400	5,280.00	5,280.00	1,735.55	0.00	0.00	1,735.55	3,544.45	32.87 %
100-250-530200	0.00	0.00	29,692.08	11,690.36	11,690.36	41,382.44	-41,382.44	0.00 %
100-250-540130	48,000.00	48,000.00	899.00	0.00	0.00	899.00	47,101.00	1.87 %
100-250-540200	15,000.00	15,000.00	10,212.88	420.00	420.00	10,632.88	4,367.12	70.89 %
100-250-540224	15,250.00	15,250.00	689.23	0.00	0.00	689.23	14,560.77	4.52 %
100-250-540225	15,000.00	15,000.00	4,951.04	0.00	0.00	4,951.04	10,048.96	33.01 %
100-250-540225	62,000.00	62,000.00	15,414.45	723.63	723.63	16,138.08	45,861.92	26.03 %
100-250-540301	30,000.00	30,000.00	7,366.77	294.97	294.97	7,661.74	22,338.26	25.54 %
100-250-560110	64,000.00	64,000.00	26,117.60	18,565.98	18,565.98	44,683.58	19,316.42	69.82 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total: 792,330.00 318,594.37 44,613.30 44,613.30 363,207.67 429,122.33 45.84 %</b>								
<b>RptCategory: 60 - CAPITAL OUTLAY</b>								
100-250-661010	0.00	0.00	1,021.28	0.00	0.00	1,021.28	-1,021.28	0.00 %
100-250-661012	191,620.00	191,620.00	156,183.16	0.00	0.00	156,183.16	35,436.84	81.51 %
100-250-661014	0.00	0.00	1,767.18	0.00	0.00	1,767.18	-1,767.18	0.00 %
100-250-661016	466,667.00	466,667.00	291,953.00	0.00	0.00	291,953.00	174,714.00	62.56 %
100-250-661018	44,394.00	44,394.00	0.00	0.00	0.00	0.00	44,394.00	0.00 %
<b>RptCategory: 60 - CAPITAL OUTLAY Total: 702,681.00 450,924.62 450,924.62 251,756.38 64.17 %</b>								
<b>Department: 250 - FIRE Total: 3,709,081.00 1,832,880.09 139,305.81 139,305.81 1,372,185.90 1,736,895.10 53.17 %</b>								
<b>Department: 526 - PARKS</b>								
<b>RptCategory: 40 - PERSONNEL SERVICES</b>								
100-526-437049	50,930.00	50,930.00	25,183.60	6,242.09	6,242.09	31,425.69	19,504.31	61.70 %
100-526-437050	77,820.00	77,820.00	43,939.71	4,178.06	4,178.06	48,117.77	29,702.23	61.83 %
100-526-437051	15,233.00	15,233.00	0.00	0.00	0.00	0.00	15,233.00	0.00 %
100-526-437055	18,009.00	18,009.00	9,173.46	526.70	526.70	9,700.16	8,308.84	53.86 %
100-526-437070	134,877.00	134,877.00	96,623.61	9,121.53	9,121.53	105,745.14	29,131.86	78.40 %
100-526-437071	55,224.00	55,224.00	0.00	0.00	0.00	0.00	55,224.00	0.00 %
100-526-439011	65,000.00	65,000.00	17,418.00	6,233.76	6,233.76	23,651.76	41,348.24	36.39 %
100-526-450100	7,000.00	7,000.00	3,446.89	219.64	219.64	3,666.53	3,333.47	52.38 %
100-526-450500	0.00	0.00	3,260.26	282.67	282.67	3,542.93	-3,542.93	0.00 %
100-526-470000	232,885.00	232,885.00	111,872.19	12,071.01	12,071.01	123,943.20	108,941.80	53.22 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total: 656,978.00 310,917.72 38,875.46 38,875.46 349,793.18 307,184.82 53.24 %</b>								
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>								
100-526-500110	65,000.00	65,000.00	21,767.10	444.81	444.81	22,211.91	42,788.09	34.17 %

**Budget Report**

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	Original Total Budget	Current Total Budget	2019-2020 Activity	July Activity	2020-2021 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
<u>100-526-520130</u>	140,000.00	140,000.00	38,399.92	3,148.64	3,148.64	41,548.56	98,451.44	29.68 %
<u>100-526-520132</u>	60,000.00	60,000.00	23,347.75	0.00	0.00	23,347.75	36,652.25	38.91 %
<u>100-526-520300</u>	0.00	0.00	19.35	0.00	0.00	19.35	-19.35	0.00 %
<u>100-526-520320</u>	42,000.00	42,000.00	16,411.93	925.14	925.14	17,337.07	24,662.93	41.28 %
<u>100-526-520400</u>	3,360.00	3,360.00	2,386.95	121.10	121.10	2,508.05	851.95	74.64 %
<u>100-526-540220</u>	3,500.00	3,500.00	340.40	0.00	0.00	340.40	3,159.60	9.73 %
<u>100-526-540300</u>	30,000.00	30,000.00	2,970.83	2.88	2.88	2,973.71	27,026.29	9.91 %
<u>100-526-540400</u>	3,000.00	3,000.00	560.00	0.00	0.00	560.00	2,440.00	18.67 %
<u>100-526-560100</u>	60,000.00	60,000.00	27,046.59	2,181.68	2,181.68	29,228.27	30,771.73	48.71 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>	<b>406,860.00</b>	<b>406,860.00</b>	<b>133,250.82</b>	<b>6,824.25</b>	<b>6,824.25</b>	<b>140,075.07</b>	<b>266,784.93</b>	<b>34.43 %</b>
<b>RptCategory: 60 - CAPITAL OUTLAY</b>								
<u>100-526-660100</u>	120,200.00	120,200.00	17,855.59	0.00	0.00	17,855.59	102,344.41	14.85 %
<u>100-526-676050</u>	68,411.00	68,411.00	22,066.90	133,677.50	133,677.50	155,744.40	-87,333.40	227.66 %
<b>RptCategory: 60 - CAPITAL OUTLAY Total:</b>	<b>188,611.00</b>	<b>188,611.00</b>	<b>39,922.49</b>	<b>133,677.50</b>	<b>133,677.50</b>	<b>173,599.99</b>	<b>15,011.01</b>	<b>92.04 %</b>
<b>Department: 526 - PARKS Total:</b>	<b>1,252,449.00</b>	<b>1,252,449.00</b>	<b>484,091.03</b>	<b>179,377.21</b>	<b>179,377.21</b>	<b>663,468.24</b>	<b>588,980.76</b>	<b>52.97 %</b>
<b>Department: 527 - RECREATION</b>								
<b>RptCategory: 40 - PERSONNEL SERVICES</b>								
<u>100-527-435110</u>	32,000.00	32,000.00	6,821.58	0.00	0.00	6,821.58	25,178.42	21.32 %
<u>100-527-435120</u>	28,000.00	28,000.00	10,058.68	0.00	0.00	10,058.68	17,941.32	35.92 %
<u>100-527-470000</u>	6,000.00	6,000.00	2,965.33	0.00	0.00	2,965.33	3,034.67	49.42 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>	<b>66,000.00</b>	<b>66,000.00</b>	<b>19,845.59</b>	<b>0.00</b>	<b>0.00</b>	<b>19,845.59</b>	<b>46,154.41</b>	<b>30.07 %</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>								
<u>100-527-510062</u>	3,000.00	3,000.00	1,066.47	0.00	0.00	1,066.47	1,933.53	35.55 %
<u>100-527-510064</u>	5,000.00	5,000.00	801.71	0.00	0.00	801.71	4,198.29	16.03 %
<u>100-527-520136</u>	2,200.00	2,200.00	65.76	0.00	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>1,933.94</b>	<b>0.00</b>	<b>0.00</b>	<b>1,933.94</b>	<b>8,266.06</b>	<b>18.96 %</b>
<b>Department: 527 - RECREATION Total:</b>	<b>76,200.00</b>	<b>76,200.00</b>	<b>21,779.53</b>	<b>0.00</b>	<b>0.00</b>	<b>21,779.53</b>	<b>54,420.47</b>	<b>28.58 %</b>
<b>Department: 528 - SENIOR CENTER</b>								
<b>RptCategory: 40 - PERSONNEL SERVICES</b>								
<u>100-528-435210</u>	171,144.00	171,144.00	83,755.50	7,410.00	7,410.00	91,165.50	79,978.50	53.27 %
<u>100-528-435240</u>	61,914.00	61,914.00	31,770.73	2,650.48	2,650.48	34,421.21	27,492.79	55.60 %
<u>100-528-435250</u>	51,595.00	51,595.00	25,774.22	0.00	0.00	25,774.22	25,820.78	49.95 %
<u>100-528-435280</u>	95,413.00	95,413.00	46,576.55	4,131.00	4,131.00	50,707.55	44,705.45	53.15 %
<u>100-528-435295</u>	10,000.00	10,000.00	2,535.67	0.00	0.00	2,535.67	7,464.33	25.36 %
<u>100-528-450500</u>	3,405.00	3,405.00	1,559.00	79.51	79.51	1,638.51	1,766.49	48.12 %
<u>100-528-470000</u>	169,016.00	169,016.00	70,920.19	4,979.45	4,979.45	75,899.64	93,116.36	44.91 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>	<b>562,487.00</b>	<b>562,487.00</b>	<b>262,891.86</b>	<b>19,250.44</b>	<b>19,250.44</b>	<b>282,142.30</b>	<b>280,344.70</b>	<b>50.16 %</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>								
<u>100-528-510075</u>	36,000.00	36,000.00	12,034.10	388.77	388.77	12,422.87	23,577.13	34.51 %

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	Original Total Budget	Current Total Budget	2019-2020 Activity	July Activity	2020-2021 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
100-528-520140	12,500.00	12,500.00	7,672.47	41.50	41.50	7,713.97	4,786.03	61.71 %
100-528-520190	7,500.00	7,500.00	1,996.98	0.00	0.00	1,996.98	5,503.02	26.63 %
100-528-520200	16,000.00	16,000.00	9,602.69	1,574.94	1,574.94	11,177.63	4,822.37	69.86 %
100-528-520320	2,500.00	2,500.00	19.00	73.44	73.44	92.44	2,407.56	3.70 %
100-528-520400	11,368.00	11,368.00	3,299.31	291.70	291.70	3,591.01	7,776.99	31.59 %
100-528-540200	2,800.00	2,800.00	351.39	0.00	0.00	351.39	2,448.61	12.55 %
100-528-540230	100.00	100.00	0.00	0.00	0.00	0.00	100.00	0.00 %
100-528-560120	7,000.00	7,000.00	3,443.50	90.16	90.16	3,533.66	3,466.34	50.48 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>	<b>95,768.00</b>	<b>95,768.00</b>	<b>38,419.44</b>	<b>2,460.51</b>	<b>2,460.51</b>	<b>40,879.95</b>	<b>54,888.05</b>	<b>42.69 %</b>
<b>RptCategory: 60 - CAPITAL OUTLAY</b>								
BUILDING REPAIR	13,000.00	13,000.00	0.00	0.00	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>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>301,311.30</b>	<b>21,710.95</b>	<b>21,710.95</b>	<b>323,022.25</b>	<b>348,232.75</b>	<b>48.12 %</b>
<b>Department: 529 - LIBRARY</b>								
<b>RptCategory: 40 - PERSONNEL SERVICES</b>								
100-529-435320	360,000.00	360,000.00	126,163.12	0.00	0.00	126,163.12	233,836.88	35.05 %
100-529-435392	0.00	0.00	12,280.59	0.00	0.00	12,280.59	-12,280.59	0.00 %
100-529-450500	0.00	0.00	830.67	0.00	0.00	830.67	-830.67	0.00 %
100-529-470000	195,000.00	195,000.00	54,026.23	0.00	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>193,300.61</b>	<b>0.00</b>	<b>0.00</b>	<b>193,300.61</b>	<b>361,699.39</b>	<b>34.83 %</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>								
100-529-500110	265,900.00	265,900.00	146,871.41	0.00	0.00	146,871.41	119,028.59	55.24 %
100-529-500210	25,000.00	25,000.00	0.00	0.00	0.00	0.00	25,000.00	0.00 %
100-529-510081	95,000.00	95,000.00	24,880.09	0.00	0.00	24,880.09	70,119.91	26.19 %
100-529-510082	7,500.00	7,500.00	1,224.24	0.00	0.00	1,224.24	6,275.76	16.32 %
100-529-510084	2,950.00	2,950.00	1,472.00	0.00	0.00	1,472.00	1,478.00	49.90 %
100-529-510086	5,000.00	5,000.00	2,487.73	0.00	0.00	2,487.73	2,512.27	49.75 %
100-529-510100	700.00	700.00	0.00	0.00	0.00	0.00	700.00	0.00 %
100-529-520400	6,000.00	6,000.00	1,415.55	0.00	0.00	1,415.55	4,584.45	23.59 %
100-529-530100	9,000.00	9,000.00	3,675.14	0.00	0.00	3,675.14	5,324.86	40.83 %
100-529-540200	0.00	0.00	5.00	0.00	0.00	5.00	-5.00	0.00 %
100-529-542000	4,500.00	4,500.00	192.31	0.00	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>182,223.47</b>	<b>0.00</b>	<b>0.00</b>	<b>182,223.47</b>	<b>239,326.53</b>	<b>43.23 %</b>
<b>Department: 529 - LIBRARY Total:</b>	<b>976,550.00</b>	<b>976,550.00</b>	<b>375,524.08</b>	<b>0.00</b>	<b>0.00</b>	<b>375,524.08</b>	<b>601,025.92</b>	<b>38.45 %</b>
<b>Department: 600 - DEBT SERVICE</b>								
<b>RptCategory: 70 - DEBT SERVICE</b>								
100-600-720040	320,399.00	320,399.00	157,709.00	162,690.00	162,690.00	320,399.00	0.00	100.00 %

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	Original Total Budget	Current Total Budget	2019-2020 Activity	July Activity	2020-2021 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
100-600-730040 DEBT SERVICE - INTEREST	170,462.00	170,462.00	87,555.51	42,634.37	42,634.37	130,189.88	40,272.12	76.37 %
RptCategory: 70 - DEBT SERVICE Total:	490,861.00	490,861.00	245,264.51	205,324.37	205,324.37	450,588.88	40,272.12	91.80 %
Department: 600 - DEBT SERVICE Total:	490,861.00	490,861.00	245,264.51	205,324.37	205,324.37	450,588.88	40,272.12	91.80 %
Department: 990 - CONTINGENCY								
RptCategory: 90 - OTHER								
100-990-910000 CONTINGENCY FUNDS	1,144,729.00	1,144,729.00	0.00	0.00	0.00	0.00	1,144,729.00	0.00 %
RptCategory: 90 - OTHER Total:	1,144,729.00	1,144,729.00	0.00	0.00	0.00	0.00	1,144,729.00	0.00 %
Department: 990 - CONTINGENCY Total:	1,144,729.00	1,144,729.00	0.00	0.00	0.00	0.00	1,144,729.00	0.00 %
Expense Total:	19,026,150.00	19,026,150.00	7,867,837.68	1,097,011.91	1,097,011.91	8,964,849.59	10,061,300.41	47.12 %
Fund: 100 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-584,403.11	-1,002,997.46	-1,002,997.46	-1,587,400.57	-1,587,400.57	0.00 %

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	Original Total Budget	Current Total Budget	2019-2020 Activity	July Activity	2020-2021 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 205 - ROAD AND STREET FUND</b>								
<b>Revenue</b>								
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL								
RptType: 3000 - BEG FUND BAL.								
205-000-309999 BEGINNING FUND BALANCE	1,750,000.00	1,750,000.00	0.00	0.00	0.00	0.00	-1,750,000.00	0.00 %
RptType: 3000 - BEG FUND BAL. Total:	1,750,000.00	1,750,000.00	0.00	0.00	0.00	0.00	-1,750,000.00	0.00 %
<b>205-000-310060</b>								
RptType: 3100 - LOCAL TAXES								
VEHICLE REGISTRATION FEES	0.00	0.00	54,220.54	0.00	0.00	54,220.54	54,220.54	0.00 %
RptType: 3100 - LOCAL TAXES Total:	0.00	0.00	54,220.54	0.00	0.00	54,220.54	54,220.54	0.00 %
<b>205-000-311040</b>								
RptType: 3110 - STATE SHARED TAXES								
STATE HIGHWAY TAXES	1,837,123.00	1,837,123.00	842,263.53	0.00	0.00	842,263.53	-994,859.47	45.85 %
RptType: 3110 - STATE SHARED TAXES Total:	1,837,123.00	1,837,123.00	842,263.53	0.00	0.00	842,263.53	-994,859.47	45.85 %
<b>205-000-312050</b>								
RptType: 3120 - RIGHT OF WAY FEES								
RIGHT OF WAY - TELECOM	436,000.00	436,000.00	185,295.65	6,974.29	6,974.29	192,269.94	-243,730.06	44.10 %
RIGHT OF WAY - OTHER	450,000.00	450,000.00	58,781.68	0.00	0.00	58,781.68	-391,218.32	13.06 %
ROW LICENSES & APP FEES	6,000.00	6,000.00	585.00	0.00	0.00	585.00	-5,415.00	9.75 %
RptType: 3120 - RIGHT OF WAY FEES Total:	892,000.00	892,000.00	244,662.33	6,974.29	6,974.29	251,636.62	-640,363.38	28.21 %
<b>205-000-314075</b>								
RptType: 3141 - SDC								
TRANSPORTATION SDC'S	20,000.00	20,000.00	79,997.56	0.00	0.00	79,997.56	59,997.56	399.99 %
SDC Reimbursement Fee	0.00	0.00	3,039.72	0.00	0.00	3,039.72	3,039.72	0.00 %
RptType: 3141 - SDC Total:	20,000.00	20,000.00	83,037.28	0.00	0.00	83,037.28	63,037.28	415.19 %
<b>205-000-360000</b>								
RptType: 3600 - MISCELLANEOUS								
ALL OTHER ROAD/STREET RECEIPTS	60,000.00	60,000.00	41,144.34	2,115.00	2,115.00	43,259.34	-16,740.66	72.10 %
RptType: 3600 - MISCELLANEOUS Total:	60,000.00	60,000.00	41,144.34	2,115.00	2,115.00	43,259.34	-16,740.66	72.10 %
<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:</b>	<b>4,559,123.00</b>	<b>4,559,123.00</b>	<b>1,265,328.02</b>	<b>9,089.29</b>	<b>9,089.29</b>	<b>1,274,417.31</b>	<b>-3,284,705.69</b>	<b>27.95 %</b>
<b>Department: 910 - TRANSFER IN</b>								
RptType: 3990 - TRANSFERS IN								
TRANSFER IN FROM SEWER FUND	241,667.00	241,667.00	95,062.72	0.00	0.00	95,062.72	-146,604.28	39.34 %
TRANSFER IN FROM WATER FUND	171,488.00	171,488.00	70,686.59	0.00	0.00	70,686.59	-100,801.41	41.22 %
TRANSFER IN FROM STORM WATER	79,676.00	79,676.00	25,360.79	0.00	0.00	25,360.79	-54,315.21	31.83 %
RptType: 3990 - TRANSFERS IN Total:	492,831.00	492,831.00	191,110.10	0.00	0.00	191,110.10	-301,720.90	38.78 %
<b>Department: 910 - TRANSFER IN Total:</b>	<b>492,831.00</b>	<b>492,831.00</b>	<b>191,110.10</b>	<b>0.00</b>	<b>0.00</b>	<b>191,110.10</b>	<b>-301,720.90</b>	<b>38.78 %</b>
<b>Revenue Total:</b>	<b>5,051,954.00</b>	<b>5,051,954.00</b>	<b>1,456,438.12</b>	<b>9,089.29</b>	<b>9,089.29</b>	<b>1,465,527.41</b>	<b>-3,586,426.59</b>	<b>29.01 %</b>
<b>Expense</b>								
Department: 305 - ROAD AND STREET								
RptCategory: 40 - PERSONNEL SERVICES								
205-305-437049 PUBLIC WORKS DIRECTOR	50,930.00	50,930.00	25,183.60	6,242.09	6,242.09	31,425.69	19,504.31	61.70 %
205-305-437050 PUBLIC WORKS SUPERVISOR	77,822.00	77,822.00	43,939.67	4,178.07	4,178.07	48,117.74	29,704.26	61.83 %

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	Original Total Budget	Current Total Budget	2019-2020 Activity	July Activity	2020-2021 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
<u>205-305-437051</u>	34,173.00	34,173.00	0.00	0.00	0.00	0.00	34,173.00	0.00 %
<u>205-305-437055</u>	38,210.00	38,210.00	20,006.59	1,185.08	1,185.08	21,191.67	17,018.33	55.46 %
<u>205-305-437070</u>	242,705.00	242,705.00	122,161.66	11,550.17	11,550.17	133,711.83	108,993.17	55.09 %
<u>205-305-439011</u>	45,000.00	45,000.00	10,449.55	0.00	0.00	10,449.55	34,550.45	23.22 %
<u>205-305-450100</u>	8,000.00	8,000.00	4,729.48	635.65	635.65	5,365.13	2,634.87	67.06 %
<u>205-305-450500</u>	2,309.00	2,309.00	1,905.75	171.24	171.24	2,076.99	232.01	89.95 %
<u>205-305-470000</u>	301,436.00	301,436.00	140,853.22	13,964.25	13,964.25	154,817.47	146,618.53	51.36 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>	<b>800,585.00</b>	<b>800,585.00</b>	<b>369,229.52</b>	<b>37,926.55</b>	<b>37,926.55</b>	<b>407,156.07</b>	<b>393,428.93</b>	<b>50.86 %</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>								
<u>205-305-500110</u>	109,200.00	109,200.00	36,826.10	286.80	286.80	37,112.90	72,087.10	33.99 %
<u>205-305-520130</u>	500,000.00	500,000.00	193,765.43	2,043.69	2,043.69	195,809.12	304,190.88	39.16 %
<u>205-305-520172</u>	165,000.00	165,000.00	81,025.24	6,619.91	6,619.91	87,645.15	77,354.85	53.12 %
<u>205-305-520174</u>	0.00	0.00	55.02	0.00	0.00	55.02	-55.02	0.00 %
<u>205-305-520176</u>	45,000.00	45,000.00	4,406.73	0.00	0.00	4,406.73	40,593.27	9.79 %
<u>205-305-520178</u>	45,000.00	45,000.00	17,161.08	514.80	514.80	17,675.88	27,324.12	39.28 %
<u>205-305-520320</u>	65,000.00	65,000.00	26,472.50	795.64	795.64	27,268.14	37,731.86	41.95 %
<u>205-305-520400</u>	4,160.00	4,160.00	1,550.67	121.10	121.10	1,671.77	2,488.23	40.19 %
<u>205-305-540220</u>	5,000.00	5,000.00	435.40	0.00	0.00	435.40	4,564.60	8.71 %
<u>205-305-540300</u>	45,000.00	45,000.00	10,646.76	2.88	2.88	10,649.64	34,350.36	23.67 %
<u>205-305-540400</u>	5,000.00	5,000.00	438.11	0.00	0.00	438.11	4,561.89	8.76 %
<u>205-305-560100</u>	2,200.00	2,200.00	732.37	50.28	50.28	782.65	1,417.35	35.58 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>	<b>990,560.00</b>	<b>990,560.00</b>	<b>373,515.41</b>	<b>10,435.10</b>	<b>10,435.10</b>	<b>383,950.51</b>	<b>606,609.49</b>	<b>38.76 %</b>
<b>RptCategory: 60 - CAPITAL OUTLAY</b>								
<u>205-305-660100</u>	575,000.00	575,000.00	20,695.85	0.00	0.00	20,695.85	554,304.15	3.60 %
<u>205-305-675056</u>	72,000.00	72,000.00	0.00	0.00	0.00	0.00	72,000.00	0.00 %
<u>205-305-676050</u>	1,295,659.00	1,295,659.00	283,619.72	0.00	0.00	283,619.72	1,012,039.28	21.89 %
<u>205-305-678090</u>	327,535.00	327,535.00	0.00	0.00	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>304,315.57</b>	<b>0.00</b>	<b>0.00</b>	<b>304,315.57</b>	<b>1,965,878.43</b>	<b>13.40 %</b>
<b>Department: 305 - ROAD AND STREET Total:</b>	<b>4,061,339.00</b>	<b>4,061,339.00</b>	<b>1,047,060.50</b>	<b>48,361.65</b>	<b>48,361.65</b>	<b>1,095,422.15</b>	<b>2,965,916.85</b>	<b>26.97 %</b>
<b>Department: 920 - TRANSFER OUT</b>								
<b>RptCategory: 89 - TRANSFERS OUT</b>								
<u>205-920-899100</u>	81,935.00	81,935.00	27,969.22	0.00	0.00	27,969.22	53,965.78	34.14 %
<u>205-920-899730</u>	169,560.00	169,560.00	36,020.86	0.00	0.00	36,020.86	133,539.14	21.24 %
<u>205-920-899740</u>	169,560.00	169,560.00	36,020.86	0.00	0.00	36,020.86	133,539.14	21.24 %
<u>205-920-899750</u>	169,560.00	169,560.00	36,020.86	0.00	0.00	36,020.86	133,539.14	21.24 %
<b>RptCategory: 89 - TRANSFERS OUT Total:</b>	<b>590,615.00</b>	<b>590,615.00</b>	<b>136,031.80</b>	<b>0.00</b>	<b>0.00</b>	<b>136,031.80</b>	<b>454,583.20</b>	<b>23.03 %</b>
<b>Department: 920 - TRANSFER OUT Total:</b>	<b>590,615.00</b>	<b>590,615.00</b>	<b>136,031.80</b>	<b>0.00</b>	<b>0.00</b>	<b>136,031.80</b>	<b>454,583.20</b>	<b>23.03 %</b>

**Budget Report**

For Fiscal: 2020-2021 Period Ending: 07/31/2020

Department: 990 - CONTINGENCY  
 RptCategory: 90 - OTHER

205-990-910000

CONTINGENCY FUNDS

	Original Total Budget	Current Total Budget	2019-2020 Activity	July Activity	2020-2021 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
	400,000.00	400,000.00	0.00	0.00	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>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>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>1,183,092.30</b>	<b>48,361.65</b>	<b>48,361.65</b>	<b>1,231,453.95</b>	<b>3,820,500.05</b>	<b>24.38 %</b>
<b>Fund: 205 - ROAD AND STREET FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>273,345.82</b>	<b>-39,272.36</b>	<b>-39,272.36</b>	<b>234,073.46</b>	<b>234,073.46</b>	<b>0.00 %</b>

**Budget Report**

For Fiscal: 2020-2021 Period Ending: 07/31/2020

	Original Total Budget	Current Total Budget	2019-2020 Activity	July Activity	2020-2021 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 228 - POLICE LEVY FUND</b>								
<b>Revenue</b>								
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL								
RptType: 3000 - BEG FUND BAL.								
228-000-309999	165,000.00	165,000.00	0.00	0.00	0.00	0.00	-165,000.00	0.00 %
RptType: 3000 - BEG FUND BAL. Total:	165,000.00	165,000.00	0.00	0.00	0.00	0.00	-165,000.00	0.00 %
RptType: 3100 - LOCAL TAXES								
228-000-310020	1,311,323.00	1,311,323.00	610,342.26	0.00	0.00	610,342.26	-700,980.74	46.54 %
228-000-310050	48,000.00	48,000.00	6,571.59	0.00	0.00	6,571.59	-41,428.41	13.69 %
RptType: 3100 - LOCAL TAXES Total:	1,359,323.00	1,359,323.00	616,913.85	0.00	0.00	616,913.85	-742,409.15	45.38 %
RptType: 3301 - INTEREST								
228-000-330100	7,800.00	7,800.00	5,212.37	94.09	94.09	5,306.46	-2,493.54	68.03 %
RptType: 3301 - INTEREST Total:	7,800.00	7,800.00	5,212.37	94.09	94.09	5,306.46	-2,493.54	68.03 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	1,532,123.00	1,532,123.00	622,126.22	94.09	94.09	622,220.31	-909,902.69	40.61 %
Revenue Total:	1,532,123.00	1,532,123.00	622,126.22	94.09	94.09	622,220.31	-909,902.69	40.61 %
<b>Expense</b>								
Department: 245 - POLICE LEVY								
RptCategory: 40 - PERSONNEL SERVICES								
228-245-432160	155,208.00	155,208.00	82,139.66	7,519.34	7,519.34	89,659.00	65,549.00	57.77 %
228-245-432165	155,208.00	155,208.00	82,226.55	7,319.17	7,319.17	89,545.72	65,662.28	57.69 %
228-245-432180	127,715.00	127,715.00	61,974.02	5,529.00	5,529.00	67,503.02	60,211.98	52.85 %
228-245-432195	122,467.00	122,467.00	61,479.28	5,530.00	5,530.00	67,009.28	55,457.72	54.72 %
228-245-450100	80,000.00	80,000.00	16,525.99	1,310.08	1,310.08	17,836.07	62,163.93	22.30 %
228-245-450200	0.00	0.00	690.58	0.00	0.00	690.58	-690.58	0.00 %
228-245-450300	30,385.00	30,385.00	12,183.44	1,482.10	1,482.10	13,665.54	16,719.46	44.97 %
228-245-450500	0.00	0.00	2,471.83	218.48	218.48	2,690.31	-2,690.31	0.00 %
228-245-470000	482,308.00	482,308.00	207,619.11	19,559.42	19,559.42	227,178.53	255,129.47	47.10 %
RptCategory: 40 - PERSONNEL SERVICES Total:	1,153,291.00	1,153,291.00	527,310.46	48,467.59	48,467.59	575,778.05	577,512.95	49.92 %
RptCategory: 50 - MATERIAL AND SERVICES								
228-245-500498	295,000.00	295,000.00	142,436.00	11,786.88	11,786.88	154,222.88	140,777.12	52.28 %
228-245-510032	4,000.00	4,000.00	518.13	0.00	0.00	518.13	3,481.87	12.95 %
228-245-510040	14,000.00	14,000.00	1,734.42	628.45	628.45	2,362.87	11,637.13	16.88 %
228-245-510041	8,200.00	8,200.00	434.34	0.00	0.00	434.34	7,765.66	5.30 %
228-245-520310	20,000.00	20,000.00	0.00	0.00	0.00	0.00	20,000.00	0.00 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	341,200.00	341,200.00	145,122.89	12,415.33	12,415.33	157,538.22	183,661.78	46.17 %
Department: 245 - POLICE LEVY Total:	1,494,491.00	1,494,491.00	672,433.35	60,882.92	60,882.92	733,316.27	761,174.73	49.07 %

**Budget Report**

For Fiscal: 2020-2021 Period Ending: 07/31/2020

	Original Total Budget	Current Total Budget	2019-2020 Activity	July Activity	2020-2021 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
<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	9,118.50	0.00	0.00	9,118.50	15,197.50	37.50 %
<b>RptCategory: 89 - TRANSFERS OUT Total:</b>	<b>24,316.00</b>	<b>24,316.00</b>	<b>9,118.50</b>	<b>0.00</b>	<b>0.00</b>	<b>9,118.50</b>	<b>15,197.50</b>	<b>37.50 %</b>
<b>Department: 920 - TRANSFER OUT Total:</b>	<b>24,316.00</b>	<b>24,316.00</b>	<b>9,118.50</b>	<b>0.00</b>	<b>0.00</b>	<b>9,118.50</b>	<b>15,197.50</b>	<b>37.50 %</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	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>0.00</b>	<b>0.00</b>	<b>13,316.00</b>	<b>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>0.00</b>	<b>0.00</b>	<b>13,316.00</b>	<b>0.00 %</b>
<b>Expense Total:</b>	<b>1,532,123.00</b>	<b>1,532,123.00</b>	<b>681,551.85</b>	<b>60,882.92</b>	<b>60,882.92</b>	<b>742,434.77</b>	<b>789,688.23</b>	<b>48.46 %</b>
<b>Fund: 228 - POLICE LEVY FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-59,425.63</b>	<b>-60,788.83</b>	<b>-60,788.83</b>	<b>-120,214.46</b>	<b>-120,214.46</b>	<b>0.00 %</b>

	Original Total Budget	Current Total Budget	2019-2020 Activity	July Activity	2020-2021 Activity	Total 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>								
229-000-309999	451,000.00	451,000.00	0.00	0.00	0.00	0.00	-451,000.00	0.00 %
<b>RptType: 3000 - BEG FUND BAL. Total:</b>								
	451,000.00	451,000.00	0.00	0.00	0.00	0.00	-451,000.00	0.00 %
<b>RptType: 3100 - LOCAL TAXES</b>								
229-000-310020	597,722.00	597,722.00	278,328.58	0.00	0.00	278,328.58	-319,393.42	46.56 %
229-000-310050	18,000.00	18,000.00	2,996.76	0.00	0.00	2,996.76	-15,003.24	16.65 %
<b>RptType: 3100 - LOCAL TAXES Total:</b>								
	615,722.00	615,722.00	281,325.34	0.00	0.00	281,325.34	-334,396.66	45.69 %
<b>RptType: 3301 - INTEREST</b>								
229-000-330100	12,000.00	12,000.00	8,401.39	247.74	247.74	8,649.13	-3,350.87	72.08 %
<b>RptType: 3301 - INTEREST Total:</b>								
	12,000.00	12,000.00	8,401.39	247.74	247.74	8,649.13	-3,350.87	72.08 %
<b>Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:</b>								
	1,078,722.00	1,078,722.00	289,726.73	247.74	247.74	289,974.47	-788,747.53	26.88 %
<b>Revenue Total:</b>								
	1,078,722.00	1,078,722.00	289,726.73	247.74	247.74	289,974.47	-788,747.53	26.88 %
<b>Expense</b>								
<b>Department: 255 - FIRE LEVY</b>								
<b>RptCategory: 40 - PERSONNEL SERVICES</b>								
229-255-432230	160,532.00	160,532.00	79,861.47	7,194.00	7,194.00	87,055.47	73,476.53	54.23 %
229-255-439010	46,000.00	46,000.00	21,823.22	1,943.19	1,943.19	23,766.41	22,233.59	51.67 %
229-255-439011	20,000.00	20,000.00	8,690.56	0.00	0.00	8,690.56	11,309.44	43.45 %
229-255-470000	124,471.00	124,471.00	72,743.30	5,948.57	5,948.57	78,691.87	45,779.13	63.22 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>								
	351,003.00	351,003.00	183,118.55	15,085.76	15,085.76	198,204.31	152,798.69	56.47 %
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>								
229-255-500110	20,000.00	20,000.00	4,946.58	0.00	0.00	4,946.58	15,053.42	24.73 %
229-255-520126	20,000.00	20,000.00	1,835.58	128.00	128.00	1,963.58	18,036.42	9.82 %
229-255-520365	20,000.00	20,000.00	7,375.83	0.00	0.00	7,375.83	12,624.17	36.88 %
229-255-520400	10,000.00	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00 %
229-255-560110	20,000.00	20,000.00	39.99	165.00	165.00	204.99	19,795.01	1.02 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>								
	90,000.00	90,000.00	14,197.98	293.00	293.00	14,490.98	75,509.02	16.10 %
<b>RptCategory: 60 - CAPITAL OUTLAY</b>								
229-255-641030	0.00	0.00	548.49	0.00	0.00	548.49	-548.49	0.00 %
229-255-660120	77,000.00	77,000.00	1,017.84	0.00	0.00	1,017.84	75,982.16	1.32 %
229-255-661010	50,000.00	50,000.00	1,579.58	564.16	564.16	2,143.74	47,856.26	4.29 %
229-255-661012	55,000.00	55,000.00	10,360.25	0.00	0.00	10,360.25	44,639.75	18.84 %
229-255-661014	25,000.00	25,000.00	5,988.38	3,225.55	3,225.55	9,213.93	15,786.07	36.86 %
229-255-661016	325,000.00	325,000.00	325,000.00	0.00	0.00	325,000.00	0.00	100.00 %
<b>RptCategory: 60 - CAPITAL OUTLAY Total:</b>								
	532,000.00	532,000.00	344,494.54	3,785.71	3,789.71	348,284.25	183,715.75	65.47 %
<b>Department: 255 - FIRE LEVY Total:</b>								
	973,003.00	973,003.00	541,811.07	19,168.47	19,168.47	560,979.54	412,023.46	57.65 %

**Budget Report**

For Fiscal: 2020-2021 Period Ending: 07/31/2020

	Original Total Budget	Current Total Budget	2019-2020 Activity	July Activity	2020-2021 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Department: 920 - TRANSFER OUT</b>								
<b>RptCategory: 89 - TRANSFERS OUT</b>								
TRANSFER OUT TO GENERAL FUND	4,863.00	4,863.00	1,823.63	0.00	0.00	1,823.63	3,039.37	37.50 %
<b>RptCategory: 89 - TRANSFERS OUT Total:</b>	<b>4,863.00</b>	<b>4,863.00</b>	<b>1,823.63</b>	<b>0.00</b>	<b>0.00</b>	<b>1,823.63</b>	<b>3,039.37</b>	<b>37.50 %</b>
<b>Department: 920 - TRANSFER OUT Total:</b>	<b>4,863.00</b>	<b>4,863.00</b>	<b>1,823.63</b>	<b>0.00</b>	<b>0.00</b>	<b>1,823.63</b>	<b>3,039.37</b>	<b>37.50 %</b>
<b>Department: 990 - CONTINGENCY</b>								
<b>RptCategory: 90 - OTHER</b>								
CONTINGENCY FUNDS	100,856.00	100,856.00	0.00	0.00	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>0.00</b>	<b>0.00</b>	<b>100,856.00</b>	<b>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>0.00</b>	<b>0.00</b>	<b>100,856.00</b>	<b>0.00 %</b>
<b>Expense Total:</b>	<b>1,078,722.00</b>	<b>1,078,722.00</b>	<b>543,634.70</b>	<b>19,168.47</b>	<b>19,168.47</b>	<b>562,803.17</b>	<b>515,918.83</b>	<b>52.17 %</b>
<b>Fund: 229 - FIRE LEVY FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-253,907.97</b>	<b>-18,920.73</b>	<b>-18,920.73</b>	<b>-272,828.70</b>	<b>-272,828.70</b>	<b>0.00 %</b>

	Original Total Budget	Current Total Budget	2019-2020 Activity	July Activity	2020-2021 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 307 - CIVIC BUILDINGS CAPITAL FUND (NEW)</b>								
<b>Revenue</b>								
Department: 910 - TRANSFER IN								
RptType: 3990 - TRANSFERS IN								
TRANSFER IN FROM URBAN RENEWAL	12,766,000.00	12,766,000.00	11,053,592.35	205,324.37	205,324.37	11,258,916.72	-1,507,083.28	88.19 %
RptType: 3990 - TRANSFERS IN Total:	12,766,000.00	12,766,000.00	11,053,592.35	205,324.37	205,324.37	11,258,916.72	-1,507,083.28	88.19 %
Department: 910 - TRANSFER IN Total:	12,766,000.00	12,766,000.00	11,053,592.35	205,324.37	205,324.37	11,258,916.72	-1,507,083.28	88.19 %
Revenue Total:	12,766,000.00	12,766,000.00	11,053,592.35	205,324.37	205,324.37	11,258,916.72	-1,507,083.28	88.19 %
<b>Expense</b>								
Department: 307 - CIVIC CENTER PROJECT								
RptCategory: 50 - MATERIAL AND SERVICES								
307-307-620320 PROJECT MGMT-OWNERS REP	122,677.00	122,677.00	108,642.80	0.00	0.00	108,642.80	14,034.20	88.56 %
307-307-620325 OTHER PROF. SERVICES	25.00	25.00	1,878.23	0.00	0.00	1,878.23	-1,853.23	7,512.92 %
307-307-620330 PROJECT LEGAL COSTS	3,828.00	3,828.00	5,700.00	0.00	0.00	5,700.00	-1,872.00	148.90 %
307-307-620360 FINANCE CONSULTING	20,000.00	20,000.00	0.00	0.00	0.00	0.00	20,000.00	0.00 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	146,530.00	146,530.00	116,221.03	0.00	0.00	116,221.03	30,308.97	79.32 %
RptCategory: 60 - CAPITAL OUTLAY								
307-307-620100 CONSTRUCTION - PHASE 1	9,717.00	9,717.00	0.00	0.00	0.00	0.00	9,717.00	0.00 %
307-307-620110 CONSTRUCTION - PHASE 2	10,011,612.00	10,011,612.00	10,038,974.64	0.00	0.00	10,038,974.64	-27,362.64	100.27 %
307-307-620111 PROJECT RETAINAGE	0.00	0.00	484,062.30	0.00	0.00	484,062.30	-484,062.30	0.00 %
307-307-620323 PUBLIC COMMUNICATIONS	12,020.00	12,020.00	0.00	0.00	0.00	0.00	12,020.00	0.00 %
307-307-620340 TESTING & SPECIAL INSP.	39,904.00	39,904.00	36,310.20	0.00	0.00	36,310.20	3,593.80	90.99 %
307-307-620345 MISC FEES	0.00	0.00	7,302.26	0.00	0.00	7,302.26	-7,302.26	0.00 %
307-307-620365 LAND ACQUISITION/SITE PREP	957.00	957.00	2,258.00	0.00	0.00	2,258.00	-1,301.00	235.95 %
307-307-620370 ADD ALTERNATES	212,162.00	212,162.00	14,851.23	0.00	0.00	14,851.23	197,310.77	7.00 %
RptCategory: 60 - CAPITAL OUTLAY Total:	10,286,372.00	10,286,372.00	10,583,758.63	0.00	0.00	10,583,758.63	-297,386.63	102.89 %
RptCategory: 90 - OTHER								
307-307-620390 PROJECT CONTINGENCY	149,000.00	149,000.00	0.00	0.00	0.00	0.00	149,000.00	0.00 %
RptCategory: 90 - OTHER Total:	149,000.00	149,000.00	0.00	0.00	0.00	0.00	149,000.00	0.00 %
Department: 307 - CIVIC CENTER PROJECT Total:	10,581,902.00	10,581,902.00	10,699,979.66	0.00	0.00	10,699,979.66	-118,077.66	101.12 %
Department: 990 - CONTINGENCY								
RptCategory: 90 - OTHER								
CONTINGENCY FUNDS (Rollover Balance)	2,184,098.00	2,184,098.00	0.00	0.00	0.00	0.00	2,184,098.00	0.00 %
RptCategory: 90 - OTHER Total:	2,184,098.00	2,184,098.00	0.00	0.00	0.00	0.00	2,184,098.00	0.00 %
Department: 990 - CONTINGENCY Total:	2,184,098.00	2,184,098.00	0.00	0.00	0.00	0.00	2,184,098.00	0.00 %
Expense Total:	12,766,000.00	12,766,000.00	10,699,979.66	0.00	0.00	10,699,979.66	2,066,020.34	83.82 %
Fund: 307 - CIVIC BUILDINGS CAPITAL FUND (NEW) Surplus (Deficit):	0.00	0.00	353,612.69	205,324.37	205,324.37	558,937.06	558,937.06	0.00 %

	Original Total Budget	Current Total Budget	2019-2020 Activity	July Activity	2020-2021 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 390 - URBAN RENEWAL FUND</b>								
<b>Revenue</b>								
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL								
RptType: 3000 - BEG FUND BAL.								
390-000-309999	14,756,000.00	14,756,000.00	0.00	0.00	0.00	0.00	-14,756,000.00	0.00 %
RptType: 3000 - BEG FUND BAL. Total: 14,756,000.00								
RptType: 3100 - LOCAL TAXES								
390-000-310010	1,870,000.00	1,870,000.00	965,555.30	0.00	0.00	965,555.30	-904,444.70	51.63 %
390-000-310050	20,000.00	20,000.00	10,430.74	0.00	0.00	10,430.74	-9,569.26	52.15 %
RptType: 3100 - LOCAL TAXES Total: 1,890,000.00								
RptType: 3150 - GRANTS								
390-000-315080	0.00	0.00	72,838.28	0.00	0.00	72,838.28	72,838.28	0.00 %
RptType: 3150 - GRANTS Total: 72,838.28								
RptType: 3301 - INTEREST								
390-000-330100	20,000.00	20,000.00	195,326.58	2,118.74	2,118.74	197,445.32	177,445.32	987.23 %
RptType: 3301 - INTEREST Total: 20,000.00								
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total: 16,666,000.00								
Revenue Total: 16,666,000.00								
<b>Expense</b>								
Department: 410 - URBAN RENEWAL								
RptCategory: 50 - MATERIAL AND SERVICES								
390-410-500110	4,000.00	4,000.00	1,130.68	0.00	0.00	1,130.68	2,869.32	28.27 %
390-410-500120	15,000.00	15,000.00	15,040.00	0.00	0.00	15,040.00	-40.00	100.27 %
390-410-530000	30,000.00	30,000.00	15,000.00	0.00	0.00	15,000.00	15,000.00	50.00 %
RptCategory: 50 - MATERIAL AND SERVICES Total: 49,000.00								
RptCategory: 70 - DEBT SERVICE								
390-410-730030	876,366.00	876,366.00	431,573.00	444,793.00	444,793.00	876,366.00	0.00	100.00 %
390-410-730040	201,234.00	201,234.00	106,952.92	50,357.98	50,357.98	157,310.90	43,923.10	78.17 %
RptCategory: 70 - DEBT SERVICE Total: 1,077,600.00								
RptCategory: 89 - TRANSFERS OUT								
390-410-899100	490,861.00	490,861.00	42,555.51	0.00	0.00	42,555.51	448,305.49	8.67 %
RptCategory: 89 - TRANSFERS OUT Total: 490,861.00								
Department: 410 - URBAN RENEWAL Total: 1,617,461.00								
Department: 920 - TRANSFER OUT								
RptCategory: 89 - TRANSFERS OUT								
390-920-89930Z	12,766,000.00	12,766,000.00	11,053,592.35	205,324.37	205,324.37	11,258,916.72	1,507,083.28	88.19 %
RptCategory: 89 - TRANSFERS OUT Total: 12,766,000.00								
Department: 920 - TRANSFER OUT Total: 12,766,000.00								

**Budget Report**

For Fiscal: 2020-2021 Period Ending: 07/31/2020

Department: 990 - CONTINGENCY  
 RptCategory: 90 - OTHER

	Original Total Budget	Current Total Budget	2019-2020 Activity	July Activity	2020-2021 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
CONTINGENCY FUNDS	2,282,539.00	2,282,539.00	0.00	0.00	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>0.00</b>	<b>0.00</b>	<b>2,282,539.00</b>	<b>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>0.00</b>	<b>0.00</b>	<b>2,282,539.00</b>	<b>0.00 %</b>
<b>Expense Total:</b>	<b>16,666,000.00</b>	<b>16,666,000.00</b>	<b>11,665,844.46</b>	<b>700,475.35</b>	<b>700,475.35</b>	<b>12,366,319.81</b>	<b>4,299,680.19</b>	<b>74.20 %</b>
<b>Fund: 390 - URBAN RENEWAL FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-10,421,693.56</b>	<b>-698,356.61</b>	<b>-698,356.61</b>	<b>-11,120,050.17</b>	<b>-11,120,050.17</b>	<b>0.00 %</b>

	Original Total Budget	Current Total Budget	2019-2020 Activity	July Activity	2020-2021 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 730 - SEWER FUND</b>								
<b>Revenue</b>								
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL								
RptType: 3000 - BEG FUND BAL.								
730-000-309999	936,000.00	936,000.00	0.00	0.00	0.00	0.00	-936,000.00	0.00 %
RptType: 3000 - BEG FUND BAL. Total:	936,000.00	936,000.00	0.00	0.00	0.00	0.00	-936,000.00	0.00 %
RptType: 3140 - CHARGES FOR SERVICES								
730-000-314050	1,349,749.00	1,349,749.00	653,954.90	61,412.51	61,412.51	715,367.41	-634,381.59	53.00 %
730-000-314055	3,473,582.00	3,473,582.00	1,994,378.57	199,988.58	199,988.58	2,194,367.15	-1,279,214.85	63.17 %
730-000-314080	10,000.00	10,000.00	38.20	0.00	0.00	38.20	-9,961.80	0.38 %
RptType: 3140 - CHARGES FOR SERVICES Total:	4,833,331.00	4,833,331.00	2,648,371.67	261,401.09	261,401.09	2,909,772.76	-1,923,558.24	60.20 %
RptType: 3141 - SDC								
730-000-314110	15,000.00	15,000.00	71,191.40	0.00	0.00	71,191.40	56,191.40	474.61 %
730-000-314111	0.00	0.00	3,741.60	0.00	0.00	3,741.60	3,741.60	0.00 %
RptType: 3141 - SDC Total:	15,000.00	15,000.00	74,933.00	0.00	0.00	74,933.00	59,933.00	499.55 %
RptType: 3600 - MISCELLANEOUS								
730-000-360000	2,000.00	2,000.00	13,949.34	200.00	200.00	14,149.34	12,149.34	707.47 %
RptType: 3600 - MISCELLANEOUS Total:	2,000.00	2,000.00	13,949.34	200.00	200.00	14,149.34	12,149.34	707.47 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	5,786,331.00	5,786,331.00	2,737,254.01	261,601.09	261,601.09	2,998,855.10	-2,787,475.90	51.83 %
Department: 910 - TRANSFER IN								
RptType: 3990 - TRANSFERS IN								
730-910-399205	169,560.00	169,560.00	36,020.86	0.00	0.00	36,020.86	-133,539.14	21.24 %
RptType: 3990 - TRANSFERS IN Total:	169,560.00	169,560.00	36,020.86	0.00	0.00	36,020.86	-133,539.14	21.24 %
Department: 910 - TRANSFER IN Total:	169,560.00	169,560.00	36,020.86	0.00	0.00	36,020.86	-133,539.14	21.24 %
Revenue Total:	5,955,891.00	5,955,891.00	2,773,274.87	261,601.09	261,601.09	3,034,875.96	-2,921,015.04	50.96 %
<b>Expense</b>								
Department: 703 - SEWER								
RptCategory: 40 - PERSONNEL SERVICES								
730-703-431500	27,611.00	27,611.00	11,522.53	1,084.50	1,084.50	12,607.03	15,003.97	45.66 %
730-703-437049	50,930.00	50,930.00	25,183.60	6,242.09	6,242.09	31,425.69	19,504.31	61.70 %
730-703-437050	59,895.00	59,895.00	34,138.49	3,860.39	3,860.39	37,998.88	21,896.12	63.44 %
730-703-437051	34,173.00	34,173.00	0.00	0.00	0.00	0.00	34,173.00	0.00 %
730-703-437055	40,520.00	40,520.00	20,006.59	1,185.08	1,185.08	21,191.67	19,328.33	52.30 %
730-703-437070	143,225.00	143,225.00	90,146.04	8,481.12	8,481.12	98,627.16	44,597.84	68.86 %
730-703-437071	25,272.00	25,272.00	0.00	0.00	0.00	0.00	25,272.00	0.00 %
730-703-439011	35,000.00	35,000.00	3,460.80	0.00	0.00	3,460.80	31,539.20	9.89 %
730-703-450100	10,000.00	10,000.00	3,325.19	121.38	121.38	3,446.57	6,553.43	34.47 %
730-703-450500	0.00	0.00	2,318.21	201.51	201.51	2,519.72	-2,519.72	0.00 %

**Budget Report**

For Fiscal: 2020-2021 Period Ending: 07/31/2020

	Original Total Budget	Current Total Budget	2019-2020 Activity	July Activity	2020-2021 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
ASSOCIATED PAYROLL COSTS	249,431.00	249,431.00	103,461.81	11,054.87	11,054.87	114,516.68	134,914.32	45.91 %
<b>RptCategory: 40 - PERSONNEL SERVICES Total:</b>	<b>676,057.00</b>	<b>676,057.00</b>	<b>293,563.26</b>	<b>32,230.94</b>	<b>32,230.94</b>	<b>325,794.20</b>	<b>350,262.80</b>	<b>48.19 %</b>
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>								
CONTRACTUAL & PROFESSIONAL SERVICES	110,000.00	110,000.00	33,587.67	341.01	341.01	33,928.68	76,071.32	30.84 %
SDC PASS THROUGH TO TCSD	15,000.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00	0.00 %
OAK LODGE SANITARY DISTRICT	1,068,513.00	1,068,513.00	510,196.80	0.00	0.00	510,196.80	558,316.20	47.75 %
TRI-CITY SERVICE DISTRICT	2,583,000.00	2,583,000.00	1,229,844.56	0.00	0.00	1,229,844.56	1,353,155.44	47.61 %
BANK CHARGES	0.00	0.00	17,521.75	973.97	973.97	18,495.72	-18,495.72	0.00 %
OPERATIONS, MAINTENANCE & REPAIRS	105,000.00	105,000.00	18,055.63	1,285.64	1,285.64	19,341.27	85,658.73	18.42 %
EQUIPMENT MAINTENANCE AND SUPPLIES	0.00	0.00	19.35	0.00	0.00	19.35	-19.35	0.00 %
FLEET FUEL, MAINTENANCE & REPAIR	55,000.00	55,000.00	9,393.65	487.69	487.69	9,881.34	45,118.66	17.97 %
OFFICE SUPPLIES & EQUIPMENT	4,160.00	4,160.00	4,170.72	121.11	121.11	4,291.83	-131.83	103.17 %
UTILITY BILLS & POSTAGE	16,000.00	16,000.00	7,767.81	598.79	598.79	8,366.60	7,633.40	52.29 %
TRAVEL, CONFERENCES & TRAINING	7,500.00	7,500.00	1,002.87	0.00	0.00	1,002.87	6,497.13	13.37 %
SMALL TOOLS, EQUIPMENT & SAFETY SUPPL...	21,000.00	21,000.00	9,801.06	21.16	21.16	9,822.22	11,177.78	46.77 %
DUMPING, HAULING, GARBAGE	5,000.00	5,000.00	449.36	0.00	0.00	449.36	4,550.64	8.99 %
UTILITIES	3,200.00	3,200.00	1,403.88	103.34	103.34	1,507.22	1,692.78	47.10 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>	<b>3,993,373.00</b>	<b>3,993,373.00</b>	<b>1,843,215.11</b>	<b>3,932.71</b>	<b>3,932.71</b>	<b>1,847,147.82</b>	<b>2,146,225.18</b>	<b>46.26 %</b>
<b>RptCategory: 60 - CAPITAL OUTLAY</b>								
EQUIPMENT REPLACEMENT RESERVES	662,000.00	662,000.00	9,816.65	0.00	0.00	9,816.65	652,183.35	1.48 %
SYSTEM IMPROVEMENTS & PROJECTS	38,046.00	38,046.00	146,500.78	0.00	0.00	146,500.78	-108,454.78	385.06 %
RESERVE FROM SDC'S	249,000.00	249,000.00	0.00	0.00	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>156,317.43</b>	<b>0.00</b>	<b>0.00</b>	<b>156,317.43</b>	<b>792,728.57</b>	<b>16.47 %</b>
<b>Department: 703 - SEWER Total:</b>	<b>5,618,476.00</b>	<b>5,618,476.00</b>	<b>2,293,095.80</b>	<b>36,163.65</b>	<b>36,163.65</b>	<b>2,329,259.45</b>	<b>3,289,216.55</b>	<b>41.46 %</b>
<b>Department: 920 - TRANSFER OUT</b>								
<b>RptCategory: 89 - TRANSFERS OUT</b>								
TRANSFER OUT TO GENERAL FUND	60,748.00	60,748.00	22,780.50	0.00	0.00	22,780.50	37,967.50	37.50 %
TRANSFER OUT TO ROAD & STREET FUND (R...	241,667.00	241,667.00	95,062.72	0.00	0.00	95,062.72	146,604.28	39.34 %
<b>RptCategory: 89 - TRANSFERS OUT Total:</b>	<b>302,415.00</b>	<b>302,415.00</b>	<b>117,843.22</b>	<b>0.00</b>	<b>0.00</b>	<b>117,843.22</b>	<b>184,571.78</b>	<b>38.97 %</b>
<b>Department: 920 - TRANSFER OUT Total:</b>	<b>302,415.00</b>	<b>302,415.00</b>	<b>117,843.22</b>	<b>0.00</b>	<b>0.00</b>	<b>117,843.22</b>	<b>184,571.78</b>	<b>38.97 %</b>
<b>Department: 990 - CONTINGENCY</b>								
<b>RptCategory: 90 - OTHER</b>								
CONTINGENCY FUNDS	35,000.00	35,000.00	0.00	0.00	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>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>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>2,410,939.02</b>	<b>36,163.65</b>	<b>36,163.65</b>	<b>2,447,102.67</b>	<b>3,508,788.33</b>	<b>41.09 %</b>
<b>Fund: 730 - SEWER FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>362,335.85</b>	<b>225,437.44</b>	<b>225,437.44</b>	<b>587,773.29</b>	<b>587,773.29</b>	<b>0.00 %</b>

	Original Total Budget	Current Total Budget	2019-2020 Activity	July Activity	2020-2021 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 740 - WATER FUND</b>								
<b>Revenue</b>								
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL								
RptType: 3000 - BEG FUND BAL.								
740-000-309999 BEGINNING FUND BALANCE	2,009,000.00	2,009,000.00	0.00	0.00	0.00	0.00	-2,009,000.00	0.00 %
RptType: 3000 - BEG FUND BAL. Total:	2,009,000.00	2,009,000.00	0.00	0.00	0.00	0.00	-2,009,000.00	0.00 %
RptType: 3140 - CHARGES FOR SERVICES								
740-000-314060 WATER SERVICE REVENUE	3,419,750.00	3,419,750.00	1,891,538.34	196,819.61	196,819.61	2,088,357.95	-1,331,392.05	61.07 %
740-000-314080 WATER SERVICE CONNECTIONS	10,000.00	10,000.00	8,485.00	0.00	0.00	8,485.00	-1,515.00	84.85 %
RptType: 3140 - CHARGES FOR SERVICES Total:	3,429,750.00	3,429,750.00	1,900,023.34	196,819.61	196,819.61	2,096,842.95	-1,332,907.05	61.14 %
RptType: 3141 - SDC								
740-000-314110 WATER SDC'S	10,000.00	10,000.00	60,789.96	0.00	0.00	60,789.96	50,789.96	607.90 %
740-000-314111 SDC Reimbursement Fee	0.00	0.00	3,870.16	0.00	0.00	3,870.16	3,870.16	0.00 %
RptType: 3141 - SDC Total:	10,000.00	10,000.00	64,660.12	0.00	0.00	64,660.12	54,660.12	646.60 %
RptType: 3600 - MISCELLANEOUS								
740-000-360000 ALL OTHER WATER RECEIPTS	20,000.00	20,000.00	10,289.32	0.00	0.00	10,289.32	-9,710.68	51.45 %
RptType: 3600 - MISCELLANEOUS Total:	20,000.00	20,000.00	10,289.32	0.00	0.00	10,289.32	-9,710.68	51.45 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	5,468,750.00	5,468,750.00	1,974,972.78	196,819.61	196,819.61	2,171,792.39	-3,296,957.61	39.71 %
Department: 910 - TRANSFER IN								
RptType: 3990 - TRANSFERS IN								
740-910-399205 TRANSFER IN FROM ROAD & STREET FUND	169,560.00	169,560.00	36,020.86	0.00	0.00	36,020.86	-133,539.14	21.24 %
RptType: 3990 - TRANSFERS IN Total:	169,560.00	169,560.00	36,020.86	0.00	0.00	36,020.86	-133,539.14	21.24 %
Department: 910 - TRANSFER IN Total:	169,560.00	169,560.00	36,020.86	0.00	0.00	36,020.86	-133,539.14	21.24 %
Revenue Total:	5,638,310.00	5,638,310.00	2,010,993.64	196,819.61	196,819.61	2,207,813.25	-3,430,496.75	39.16 %
<b>Expense</b>								
Department: 704 - WATER								
RptCategory: 40 - PERSONNEL SERVICES								
740-704-431500 ACCOUNTING CLERK	33,133.00	33,133.00	13,827.05	1,301.40	1,301.40	15,128.45	18,004.55	45.66 %
740-704-437049 PUBLIC WORKS DIRECTOR	50,930.00	50,930.00	25,183.60	6,242.09	6,242.09	31,425.69	19,504.31	61.70 %
740-704-437050 PUBLIC WORKS SUPERVISOR	61,712.00	61,712.00	35,076.95	4,109.50	4,109.50	39,186.45	22,525.55	63.50 %
740-704-437051 PW OPERATIONS MANAGER	34,172.00	34,172.00	0.00	0.00	0.00	0.00	34,172.00	0.00 %
740-704-437055 PW ADMIN ASSISTANT	40,520.00	40,520.00	20,006.59	1,185.08	1,185.08	21,191.67	19,328.33	52.30 %
740-704-437070 UTILITY WORKER, JOURNEY	239,422.00	239,422.00	146,272.79	14,022.84	14,022.84	160,295.63	79,126.37	66.95 %
740-704-437071 UTILITY WORKER II	25,272.00	25,272.00	0.00	0.00	0.00	0.00	25,272.00	0.00 %
740-704-439011 SEASONAL HELP	35,000.00	35,000.00	1,683.45	1,432.16	1,432.16	3,115.61	31,884.39	8.90 %
740-704-450100 OVERTIME	15,000.00	15,000.00	4,538.74	277.09	277.09	4,815.83	10,184.17	32.11 %
740-704-450500 CAREER RECOGNITION PAY	0.00	0.00	2,379.84	214.42	214.42	2,594.26	-2,594.26	0.00 %
740-704-470000 ASSOCIATED PAYROLL COSTS	324,712.00	324,712.00	140,799.40	14,802.58	14,802.58	155,601.98	169,110.02	47.92 %
RptCategory: 40 - PERSONNEL SERVICES Total:	859,873.00	859,873.00	389,768.41	43,587.16	43,587.16	433,355.57	426,517.43	50.40 %

**Budget Report**

For Fiscal: 2020-2021 Period Ending: 07/31/2020

	Original Total Budget	Current Total Budget	2019-2020 Activity	July Activity	2020-2021 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
<b>RptCategory: 50 - MATERIAL AND SERVICES</b>								
740-704-500110	135,000.00	135,000.00	53,126.31	1,138.99	1,138.99	54,265.30	80,734.70	40.20 %
740-704-500240	50,000.00	50,000.00	26,027.98	2,204.80	2,204.80	28,232.78	21,767.22	56.47 %
740-704-500422	0.00	0.00	1,664.74	0.00	0.00	1,664.74	-1,664.74	0.00 %
740-704-500425	1,304,000.00	1,304,000.00	494,345.90	990.69	990.69	495,336.59	808,663.41	37.99 %
740-704-520120	13,000.00	13,000.00	15,911.90	833.97	833.97	16,745.87	-3,745.87	128.81 %
740-704-520130	310,000.00	310,000.00	131,989.93	5,547.58	5,547.58	137,537.51	172,462.49	44.37 %
740-704-520162	20,000.00	20,000.00	17,919.00	0.00	0.00	17,919.00	2,081.00	89.60 %
740-704-520165	30,000.00	30,000.00	2,722.46	0.00	0.00	2,722.46	27,277.54	9.07 %
740-704-520300	0.00	0.00	15.45	0.00	0.00	15.45	-15.45	0.00 %
740-704-520320	45,000.00	45,000.00	13,762.85	409.76	409.76	14,172.61	30,827.39	31.49 %
740-704-520400	4,660.00	4,660.00	2,505.29	121.11	121.11	2,626.40	2,033.60	56.36 %
740-704-520430	12,000.00	12,000.00	7,747.79	598.79	598.79	8,346.58	3,653.42	69.55 %
740-704-540200	0.00	0.00	0.00	7,642.00	7,642.00	7,642.00	-7,642.00	0.00 %
740-704-540220	10,500.00	10,500.00	2,552.37	0.00	0.00	2,552.37	7,947.63	24.31 %
740-704-540300	22,000.00	22,000.00	11,159.02	2.88	2.88	11,161.90	10,838.10	50.74 %
740-704-540400	10,000.00	10,000.00	3,334.61	458.97	458.97	3,793.58	6,206.42	37.94 %
740-704-560100	40,000.00	40,000.00	18,132.43	1,649.40	1,649.40	19,781.83	20,218.17	49.45 %
	<b>2,006,160.00</b>	<b>2,006,160.00</b>	<b>802,918.03</b>	<b>21,598.94</b>	<b>21,598.94</b>	<b>824,516.97</b>	<b>1,181,643.03</b>	<b>41.10 %</b>
<b>RptCategory: 60 - CAPITAL OUTLAY</b>								
740-704-660100	200,000.00	200,000.00	9,816.65	0.00	0.00	9,816.65	190,183.35	4.91 %
740-704-676050	1,103,762.00	1,103,762.00	142,010.71	0.00	0.00	142,010.71	961,751.29	12.87 %
740-704-678090	474,000.00	474,000.00	0.00	0.00	0.00	0.00	474,000.00	0.00 %
	<b>1,777,762.00</b>	<b>1,777,762.00</b>	<b>151,827.36</b>	<b>0.00</b>	<b>0.00</b>	<b>151,827.36</b>	<b>1,625,934.64</b>	<b>8.54 %</b>
<b>RptCategory: 70 - DEBT SERVICE</b>								
740-704-720040	317,000.00	317,000.00	155,000.00	0.00	0.00	155,000.00	162,000.00	48.90 %
740-704-730040	40,124.00	40,124.00	21,631.50	0.00	0.00	21,631.50	18,492.50	53.91 %
	<b>357,124.00</b>	<b>357,124.00</b>	<b>176,631.50</b>	<b>0.00</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>1,521,145.30</b>	<b>65,186.10</b>	<b>65,186.10</b>	<b>1,586,331.40</b>	<b>3,414,587.60</b>	<b>31.72 %</b>
<b>Department: 920 - TRANSFER OUT</b>								
<b>RptCategory: 89 - TRANSFERS OUT</b>								
740-920-899100	65,903.00	65,903.00	24,713.63	0.00	0.00	24,713.63	41,189.37	37.50 %
740-920-899205	171,488.00	171,488.00	70,686.59	0.00	0.00	70,686.59	100,801.41	41.22 %
	<b>237,391.00</b>	<b>237,391.00</b>	<b>95,400.22</b>	<b>0.00</b>	<b>0.00</b>	<b>95,400.22</b>	<b>141,990.78</b>	<b>40.19 %</b>
<b>Department: 920 - TRANSFER OUT Total:</b>								
	<b>237,391.00</b>	<b>237,391.00</b>	<b>95,400.22</b>	<b>0.00</b>	<b>0.00</b>	<b>95,400.22</b>	<b>141,990.78</b>	<b>40.19 %</b>

**Budget Report**

For Fiscal: 2020-2021 Period Ending: 07/31/2020

Department: 990 - CONTINGENCY  
 RptCategory: 90 - OTHER

740-990-910000		CONTINGENCY FUNDS		Current		2019-2020		July		2020-2021		Variance	
Original	Total Budget	Total Budget	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Total Activity	Favorable	Percent Used
												(Unfavorable)	
400,000.00	400,000.00	400,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400,000.00	0.00 %
400,000.00	400,000.00	400,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400,000.00	0.00 %
400,000.00	400,000.00	400,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400,000.00	0.00 %
5,638,310.00	5,638,310.00	5,638,310.00	1,616,545.52	65,186.10	131,633.51	65,186.10	131,633.51	131,633.51	131,633.51	131,633.51	1,681,731.62	3,956,578.38	29.83 %
0.00	0.00	0.00	394,448.12	131,633.51	131,633.51	131,633.51	131,633.51	131,633.51	131,633.51	131,633.51	526,081.63	526,081.63	0.00 %
		RptCategory: 90 - OTHER Total:											
		Department: 990 - CONTINGENCY Total:											
		Expense Total:											
		Fund: 740 - WATER FUND Surplus (Deficit):											

	Original Total Budget	Current Total Budget	2019-2020 Activity	July Activity	2020-2021 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 750 - STORM WATER FUND</b>								
<b>Revenue</b>								
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL								
RptType: 3000 - BEG FUND BAL.	265,000.00	265,000.00	0.00	0.00	0.00	0.00	-265,000.00	0.00 %
750-000-309999	265,000.00	265,000.00	0.00	0.00	0.00	0.00	-265,000.00	0.00 %
RptType: 3000 - BEG FUND BAL. Total:	265,000.00	265,000.00	0.00	0.00	0.00	0.00	-265,000.00	0.00 %
RptType: 3140 - CHARGES FOR SERVICES								
750-000-314060	1,593,530.00	1,593,530.00	694,397.65	63,695.59	63,695.59	758,093.24	-835,436.76	47.57 %
RptType: 3140 - CHARGES FOR SERVICES Total:	1,593,530.00	1,593,530.00	694,397.65	63,695.59	63,695.59	758,093.24	-835,436.76	47.57 %
RptType: 3141 - SDC								
750-000-314110	10,000.00	10,000.00	50,515.37	0.00	0.00	50,515.37	40,515.37	505.15 %
750-000-314111	0.00	0.00	4,735.00	0.00	0.00	4,735.00	4,735.00	0.00 %
RptType: 3141 - SDC Total:	10,000.00	10,000.00	55,250.37	0.00	0.00	55,250.37	45,250.37	552.50 %
RptType: 3600 - MISCELLANEOUS								
750-000-360000	0.00	0.00	10,289.34	0.00	0.00	10,289.34	10,289.34	0.00 %
RptType: 3600 - MISCELLANEOUS Total:	0.00	0.00	10,289.34	0.00	0.00	10,289.34	10,289.34	0.00 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	1,868,530.00	1,868,530.00	759,937.36	63,695.59	63,695.59	823,632.95	-1,044,897.05	44.08 %
Department: 910 - TRANSFER IN								
RptType: 3990 - TRANSFERS IN								
750-910-399205	169,560.00	169,560.00	36,020.86	0.00	0.00	36,020.86	-133,539.14	21.24 %
RptType: 3990 - TRANSFERS IN Total:	169,560.00	169,560.00	36,020.86	0.00	0.00	36,020.86	-133,539.14	21.24 %
Department: 910 - TRANSFER IN Total:	169,560.00	169,560.00	36,020.86	0.00	0.00	36,020.86	-133,539.14	21.24 %
Revenue Total:	2,038,090.00	2,038,090.00	795,958.22	63,695.59	63,695.59	859,653.81	-1,178,436.19	42.18 %
<b>Expense</b>								
Department: 705 - PUBLIC WORKS DIRECTOR								
RptCategory: 40 - PERSONNEL SERVICES								
750-705-431500	27,195.00	27,195.00	11,522.52	1,084.50	1,084.50	12,607.02	14,587.98	46.36 %
750-705-437049	50,930.00	50,930.00	25,183.60	6,242.09	6,242.09	31,425.69	19,504.31	61.70 %
750-705-437050	59,897.00	59,897.00	33,928.61	3,702.82	3,702.82	37,631.43	22,265.57	62.83 %
750-705-437051	34,172.00	34,172.00	0.00	0.00	0.00	0.00	34,172.00	0.00 %
750-705-437055	40,519.00	40,519.00	20,005.97	1,185.06	1,185.06	21,191.03	19,327.97	52.30 %
750-705-437070	110,447.00	110,447.00	43,409.34	4,643.61	4,643.61	48,052.95	62,394.05	43.51 %
750-705-439011	35,000.00	35,000.00	11,105.01	1,432.16	1,432.16	12,537.17	22,462.83	35.82 %
750-705-450100	4,000.00	4,000.00	1,896.13	188.78	188.78	2,084.91	1,915.09	52.12 %
750-705-450500	0.00	0.00	330.69	34.71	34.71	365.40	-365.40	0.00 %
750-705-470000	200,629.00	200,629.00	57,971.09	7,798.80	7,798.80	65,769.89	134,859.11	32.78 %
RptCategory: 40 - PERSONNEL SERVICES Total:	562,789.00	562,789.00	205,352.96	26,312.53	26,312.53	231,665.49	331,123.51	41.16 %
RptCategory: 50 - MATERIAL AND SERVICES								
750-705-500110	110,000.00	110,000.00	39,434.83	341.01	341.01	39,775.84	70,224.16	36.16 %

**Budget Report**

For Fiscal: 2020-2021 Period Ending: 07/31/2020

	Original Total Budget	Current Total Budget	2019-2020 Activity	July Activity	2020-2021 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
<u>750-705-520120</u>	0.00	0.00	17,506.22	973.97	973.97	18,480.19	-18,480.19	0.00 %
<u>750-705-520130</u>	65,000.00	65,000.00	13,247.58	1,359.54	1,359.54	14,607.12	50,392.88	22.47 %
<u>750-705-520320</u>	22,000.00	22,000.00	7,576.65	487.69	487.69	8,064.34	13,935.66	36.66 %
<u>750-705-520400</u>	5,160.00	5,160.00	2,272.15	121.10	121.10	2,393.25	2,766.75	46.38 %
<u>750-705-520430</u>	15,800.00	15,800.00	7,750.16	598.96	598.96	8,349.12	7,450.88	52.84 %
<u>750-705-540220</u>	5,500.00	5,500.00	1,097.82	0.00	0.00	1,097.82	4,402.18	19.96 %
<u>750-705-540300</u>	11,500.00	11,500.00	8,314.37	21.16	21.16	8,335.53	3,164.47	72.48 %
<u>750-705-540400</u>	3,000.00	3,000.00	470.67	0.00	0.00	470.67	2,529.33	15.69 %
<u>750-705-560100</u>	1,000.00	1,000.00	732.38	50.30	50.30	782.68	217.32	78.27 %
<b>RptCategory: 50 - MATERIAL AND SERVICES Total:</b>	<b>238,960.00</b>	<b>238,960.00</b>	<b>98,402.83</b>	<b>3,953.73</b>	<b>3,953.73</b>	<b>102,356.56</b>	<b>136,603.44</b>	<b>42.83 %</b>
<b>RptCategory: 60 - CAPITAL OUTLAY</b>								
<u>750-705-660100</u>	100,000.00	100,000.00	9,819.59	0.00	0.00	9,819.59	90,180.41	9.82 %
<u>750-705-676050</u>	895,917.00	895,917.00	96,639.33	0.00	0.00	96,639.33	799,277.67	10.79 %
<b>RptCategory: 60 - CAPITAL OUTLAY Total:</b>	<b>995,917.00</b>	<b>995,917.00</b>	<b>106,458.92</b>	<b>0.00</b>	<b>0.00</b>	<b>106,458.92</b>	<b>889,458.08</b>	<b>10.69 %</b>
<b>Department: 705 - PUBLIC WORKS DIRECTOR Total:</b>	<b>1,797,666.00</b>	<b>1,797,666.00</b>	<b>410,214.71</b>	<b>30,266.26</b>	<b>30,266.26</b>	<b>440,480.97</b>	<b>1,357,185.03</b>	<b>24.50 %</b>
<b>Department: 920 - TRANSFER OUT</b>								
<b>RptCategory: 89 - TRANSFERS OUT</b>								
<u>750-920-899100</u>	60,748.00	60,748.00	22,780.50	0.00	0.00	22,780.50	37,967.50	37.50 %
<u>750-920-899205</u>	79,676.00	79,676.00	25,360.79	0.00	0.00	25,360.79	54,315.21	31.83 %
<b>RptCategory: 89 - TRANSFERS OUT Total:</b>	<b>140,424.00</b>	<b>140,424.00</b>	<b>48,141.29</b>	<b>0.00</b>	<b>0.00</b>	<b>48,141.29</b>	<b>92,282.71</b>	<b>34.28 %</b>
<b>Department: 920 - TRANSFER OUT Total:</b>	<b>140,424.00</b>	<b>140,424.00</b>	<b>48,141.29</b>	<b>0.00</b>	<b>0.00</b>	<b>48,141.29</b>	<b>92,282.71</b>	<b>34.28 %</b>
<b>Department: 990 - CONTINGENCY</b>								
<b>RptCategory: 90 - OTHER</b>								
<u>750-990-910000</u>	100,000.00	100,000.00	0.00	0.00	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>0.00</b>	<b>0.00</b>	<b>100,000.00</b>	<b>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>0.00</b>	<b>0.00</b>	<b>100,000.00</b>	<b>0.00 %</b>
<b>Expense Total:</b>	<b>2,038,090.00</b>	<b>2,038,090.00</b>	<b>458,356.00</b>	<b>30,266.26</b>	<b>30,266.26</b>	<b>488,622.26</b>	<b>1,549,467.74</b>	<b>23.97 %</b>
<b>Fund: 750 - STORM WATER FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>337,602.22</b>	<b>33,429.33</b>	<b>33,429.33</b>	<b>371,031.55</b>	<b>371,031.55</b>	<b>0.00 %</b>

	Original Total Budget	Current Total Budget	2019-2020 Activity	July Activity	2020-2021 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 801 - MUNICIPAL COURT TRUST FUND</b>								
Revenue								
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL								
RptType: 3000 - BEG FUND BAL.								
801-000-309999	40,000.00	40,000.00	0.00	0.00	0.00	0.00	-40,000.00	0.00 %
BEGINNING FUND BALANCE	40,000.00	40,000.00	0.00	0.00	0.00	0.00	-40,000.00	0.00 %
RptType: 3000 - BEG FUND BAL. Total:	40,000.00	40,000.00	0.00	0.00	0.00	0.00	-40,000.00	0.00 %
RptType: 3260 - FINES AND FORFEITURES								
801-000-326020	700,000.00	700,000.00	264,638.61	29,194.57	29,194.57	293,833.18	-406,166.82	41.98 %
CITY OF GLADSTONE FINES/FEES	700,000.00	700,000.00	264,638.61	29,194.57	29,194.57	293,833.18	-406,166.82	41.98 %
801-000-326030	26,000.00	26,000.00	6,338.73	831.83	831.83	7,170.56	-18,829.44	27.58 %
CLACKAMAS COUNTY FINES/FEES	26,000.00	26,000.00	6,338.73	831.83	831.83	7,170.56	-18,829.44	27.58 %
801-000-326040	88,000.00	88,000.00	27,360.85	2,759.71	2,759.71	30,120.56	-57,879.44	34.23 %
STATE OF OREGON FINES/FEES	88,000.00	88,000.00	27,360.85	2,759.71	2,759.71	30,120.56	-57,879.44	34.23 %
801-000-326050	6,000.00	6,000.00	200.00	0.00	0.00	200.00	-5,800.00	3.33 %
RESTITUTION	6,000.00	6,000.00	200.00	0.00	0.00	200.00	-5,800.00	3.33 %
801-000-326060	5,000.00	5,000.00	-2,224.72	922.91	922.91	-1,301.81	-6,301.81	26.04 %
BOND	5,000.00	5,000.00	-2,224.72	922.91	922.91	-1,301.81	-6,301.81	26.04 %
RptType: 3260 - FINES AND FORFEITURES Total:	825,000.00	825,000.00	296,313.47	33,709.02	33,709.02	330,022.49	-494,977.51	40.00 %
RptType: 3600 - MISCELLANEOUS								
801-000-360000	0.00	0.00	1,150.72	37.39	37.39	1,188.11	1,188.11	0.00 %
ALL OTHER COURT FEES	0.00	0.00	1,150.72	37.39	37.39	1,188.11	1,188.11	0.00 %
RptType: 3600 - MISCELLANEOUS Total:	0.00	0.00	1,150.72	37.39	37.39	1,188.11	1,188.11	0.00 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	865,000.00	865,000.00	297,464.19	33,746.41	33,746.41	331,210.60	-533,789.40	38.29 %
Revenue Total:	865,000.00	865,000.00	297,464.19	33,746.41	33,746.41	331,210.60	-533,789.40	38.29 %
Expense								
Department: 220 - COURT								
RptCategory: 50 - MATERIAL AND SERVICES								
801-220-500500	690,000.00	690,000.00	258,297.55	31,678.06	31,678.06	289,975.61	400,024.39	42.03 %
CITY OF GLADSTONE FINES & FEES	690,000.00	690,000.00	258,297.55	31,678.06	31,678.06	289,975.61	400,024.39	42.03 %
801-220-500510	22,000.00	22,000.00	6,137.67	837.52	837.52	6,975.19	15,024.81	31.71 %
CLACKAMAS COUNTY FINES & FEES	22,000.00	22,000.00	6,137.67	837.52	837.52	6,975.19	15,024.81	31.71 %
801-220-500520	88,000.00	88,000.00	28,398.97	3,074.97	3,074.97	31,473.94	56,526.06	35.77 %
STATE OF OREGON FINES & FEES	88,000.00	88,000.00	28,398.97	3,074.97	3,074.97	31,473.94	56,526.06	35.77 %
801-220-500530	6,000.00	6,000.00	0.00	0.00	0.00	0.00	6,000.00	0.00 %
RESTITUTION	6,000.00	6,000.00	0.00	0.00	0.00	0.00	6,000.00	0.00 %
801-220-500540	5,000.00	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00 %
BOND - COURT	5,000.00	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00 %
801-220-500550	0.00	0.00	1,174.96	37.39	37.39	1,212.35	-1,212.35	0.00 %
ALL OTHER FEES & FINES	0.00	0.00	1,174.96	37.39	37.39	1,212.35	-1,212.35	0.00 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	811,000.00	811,000.00	294,009.15	35,627.94	35,627.94	329,637.09	481,362.91	40.65 %
Department: 220 - COURT Total:	811,000.00	811,000.00	294,009.15	35,627.94	35,627.94	329,637.09	481,362.91	40.65 %
Department: 990 - CONTINGENCY								
RptCategory: 90 - OTHER								
801-990-910000	54,000.00	54,000.00	0.00	0.00	0.00	0.00	54,000.00	0.00 %
CONTINGENCY FUNDS	54,000.00	54,000.00	0.00	0.00	0.00	0.00	54,000.00	0.00 %
RptCategory: 90 - OTHER Total:	54,000.00	54,000.00	0.00	0.00	0.00	0.00	54,000.00	0.00 %
Department: 990 - CONTINGENCY Total:	54,000.00	54,000.00	0.00	0.00	0.00	0.00	54,000.00	0.00 %
Expense Total:	865,000.00	865,000.00	294,009.15	35,627.94	35,627.94	329,637.09	535,362.91	38.11 %
Fund: 801 - MUNICIPAL COURT TRUST FUND Surplus (Deficit):	0.00	0.00	3,455.04	-1,881.53	-1,881.53	1,573.51	1,573.51	0.00 %
Report Surplus (Deficit):	0.00	0.00	-9,594,630.53	-1,226,392.87	-1,226,392.87	-10,821,023.40	-10,821,023.40	0.00 %

**Fund Summary**

Fund	Original Total Budget	Current Total Budget	2019-2020 Activity	July Activity	2020-2021 Activity	Total Activity	Variance
							Favorable (Unfavorable)
100 - GENERAL FUND	0.00	0.00	-584,403.11	-1,002,997.46	-1,002,997.46	-1,587,400.57	-1,587,400.57
205 - ROAD AND STREET FUND	0.00	0.00	273,345.82	-39,272.36	-39,272.36	234,073.46	234,073.46
228 - POLICE LEVY FUND	0.00	0.00	-59,425.63	-60,788.83	-60,788.83	-120,214.46	-120,214.46
229 - FIRE LEVY FUND	0.00	0.00	-253,907.97	-18,920.73	-18,920.73	-272,828.70	-272,828.70
307 - CIVIC BUILDINGS CAPITAL FU	0.00	0.00	353,612.69	205,324.37	205,324.37	558,937.06	558,937.06
390 - URBAN RENEWAL FUND	0.00	0.00	-10,421,693.56	-698,356.61	-698,356.61	-11,120,050.17	-11,120,050.17
730 - SEWER FUND	0.00	0.00	362,335.85	225,437.44	225,437.44	587,773.29	587,773.29
740 - WATER FUND	0.00	0.00	394,448.12	131,633.51	131,633.51	526,081.63	526,081.63
750 - STORM WATER FUND	0.00	0.00	337,602.22	33,429.33	33,429.33	371,031.55	371,031.55
801 - MUNICIPAL COURT TRUST FL	0.00	0.00	3,455.04	-1,881.53	-1,881.53	1,573.51	1,573.51
<b>Report Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-9,594,630.53</b>	<b>-1,226,392.87</b>	<b>-1,226,392.87</b>	<b>-10,821,023.40</b>	<b>-10,821,023.40</b>





## CHECK REGISTER FOR JULY 2020

Check Date	Check No.	Vendor	Amount	Line Item Description
07/01/2020	89182 - 89208	Police/PW Employees	10,078.71	Uniform/Gear Allowance - PW/PD
07/02/2020	89209	Meterreaders	2,204.80	Meterreading - PW
07/02/2020	89210	Northwest Entrance, Inc.	3,170.00	Install Auto Lock System High Rocks - PW
07/02/2020	89211	Backflow Management Inc	4,787.00	Letters/Reports/Water Sampling - PW
07/02/2020	89212	Buel's Impressions Printing	900.25	Form Printing - PD
07/02/2020	89213	Canon Financial Services, Inc.	967.77	Copier Lease/Usage - IT/CT
07/02/2020	89214	City Wide Tree Service Inc.	1,255.00	Reservoir Maintenance - PW
07/02/2020	89215	Clackamas County Finance Department	21,258.74	Dispatch/Telecom Fees/Fiber Optic - PD/FD/Admin
07/02/2020	89216	Clackamas Fire District #1	796.52	Vehicle Maintenance - FD
07/02/2020	89217	Cycle Express	191.10	Vinyl Warning Signs - FD
07/02/2020	89218	Extreme Products	13.98	Uniforms - PD
07/02/2020	89219	Factory Reps Co Inc	32.85	Paper Products - PD
07/02/2020	89220	Houston, Marc R	990.00	Physician Advisor/Drill Instructor - FD
07/02/2020	89221	KPTV/KPDX	500.00	Clean Water Advertising Program - PW
07/02/2020	89222	Les Schwab Tires	855.16	Vehicle Maintenance - PD
07/02/2020	89223	Life-Assist Inc	1,018.85	First Responder Supplies - FD
07/02/2020	89224	Maxwell Rentals	1,050.00	Apartment Rental - FD
07/02/2020	89225	Mr. Belvedere's Janitorial	2,495.00	Janitorial Services - All Depts.
07/02/2020	89226	Nancy McDonald	7,290.00	HR Consulting Services - Admin
07/02/2020	89227	Northwest Natural Gas	293.70	Natural Gas Usage - All Depts
07/02/2020	89228	Office Depot	246.10	Office Supplies - PD/Admin
07/02/2020	89229	Pacific Mobile Structures, Inc.	466.00	Office Rental - PW
07/02/2020	89230	Portland General Electric	5,945.78	Electricity Usage - All Depts.
07/02/2020	89231	SAIF Corporation	4,191.42	Worker's Comp Balance - Admin
07/02/2020	89232	SeaWestern	2,500.50	Turnout Replacement/Repairs - FD
07/02/2020	89233	Sierra Springs	67.26	Drinking Water - Admin
07/02/2020	89234	John Southgate LLC	750.00	Professional Fees - Admin
07/02/2020	89235	Stein Oil Co. Inc.	3,005.50	Gasoline - PD/FD/PW
07/02/2020	89236	Verizon Wireless	2,937.71	Cell Phone Usage - All Depts.
07/02/2020	89237	Waite Concrete Products LLC	31.99	Concrete Work Balance - PW
07/02/2020	89238	Wilsonville Lock & Security	122.85	Monitoring - PW
07/07/2020	89239	Lori Bell	800.00	Professional Fees - Admin
07/07/2020	89239	BOLI	250.00	Dredging Project Fee- PW
07/13/2020	88241 - 88243	UB Refunds	35.92	UB Refunds - PW
07/16/2020	89244	American Medical Response	200.00	Blood Draw - PD
07/16/2020	89245	Aramark	126.97	Mats/Overalls Rental - PW
07/16/2020	89246	Asset Recovery Group, Inc.	2,283.24	Garnishment - CT
07/16/2020	89247	Bateman Community Living	150.80	Beverages - SC
07/16/2020	89248	Belooif & Haines	806.76	Municipal Ct. Judge - CT
07/16/2020	89249	BMS Technologies	1,796.54	UB Printing/Mailing - PW
07/16/2020	89250	Blue Key Property Management, Inc.	35.00	Business License Refund - Admin
07/16/2020	89251	BridgePay Network Solutions, LLC	131.20	UB Online Payment Fees - PW
07/16/2020	89252	Brown & Caldwell	2,864.50	Professional Fees NPDES - PW
07/16/2020	89253	City of Oregon City	35.50	GIS Services - PW
07/16/2020	89254	City Wide Tree Service Inc.	1,560.00	Dead Tree Removal - PW
07/16/2020	89255	Clackamas Auto Parts Inc	111.32	Fleet Maintenance - FD
07/16/2020	89256	Comcast Business	251.42	Internet/Voice - PW
07/16/2020	89257	David A. Bissett	8,487.50	Professional Architect Services - PW
07/16/2020	89258	Dujea	50.00	Embroidery - PD
07/16/2020	89259	Galls, LLC	48.36	Uniforms - PD
07/16/2020	89260	Gladstone Oak Grove Rotary Foundation	270.00	Membership/Schmerber - PD
07/16/2020	89261	Home Depot	44.61	Station Maintenance Supplies - FD
07/16/2020	89262	Jill Tate	450.00	Transcription - Admin
07/16/2020	89263	Lucy Heil, Attorney at Law	500.00	Indigent Defense - CT
07/16/2020	89264	North Clackamas County Water	42,928.47	Water Purchases - PW
07/16/2020	89265	Northwest Project Services	9,392.50	Professional Fees - PW
07/16/2020	89266	Northwest Safety Clean	160.35	Equipment Maintenance - FD
07/16/2020	89267	Oak Lodge Water Services	86,612.51	Sewer Service - PW
07/16/2020	89268	Office Depot	598.26	Office Supplies - PD/Admin/CT
07/16/2020	89269	One Call Concepts Inc	156.00	Utility Notifications - PW
07/16/2020	89270	Oregon DMV	17.00	Driving Records - PD
07/16/2020	89271	Oregon Fire Chiefs Assoc.	85.00	Membership/Huffman - FD

07/16/2020	89272	Oregon Patrol Service	620.00	Courtroom Security - CT
07/16/2020	89273	Oregon Rubber Mat	239.55	Standing Mats - Admin
07/16/2020	89274	Pamplin Media Group	2,152.39	Newsletter/Public Notice Printing - Admin
07/16/2020	89275	Paramount Pest Control Inc	130.00	Pest Control - PW
07/16/2020	89276	Portland General Electric	6,019.55	Street Light Electricity - PW
07/16/2020	89277	PRIDE Document Shredding	60.00	Document Shredding - Admin
07/16/2020	89278	Ronald L. Gray	312.00	Pro-Tem Judge Services - CT
07/16/2020	89279	Satcom Global Ltd.	42.75	Satellite Phone - PD
07/16/2020	89280	Shred-it USA LLC	136.58	Shredding Service - PD
07/16/2020	89281	Sierra Springs	62.70	Drinking Water - Admin
07/16/2020	89282	Sisul Engineering	4,005.00	Professional Fees - PW
07/16/2020	89283	Smith-Wagar Brucker Consulting Inc.	10,206.25	Financial Consulting - Admin
07/16/2020	89284	Solutions Yes	19.72	Copier Usage - IT
07/16/2020	89285	Sonsray Machinery LLC	2,741.36	Equipment Rental - PW
07/16/2020	89286	Stein Oil Co. Inc.	2,747.92	Gasoline - PD/FD/PW/SC
07/16/2020	89287	TransUnion Risk and Alternative	75.00	Data Research
07/16/2020	89288	Tyler Technologies, Inc.	3,183.47	Annual Maintenance - Admin
07/16/2020	89289	US Bank Equipment Finance	224.46	Copier Lease/Usage - IT
07/23/2020	89290	Alexin Analytical Laboratories	200.00	Drinking Water Tests - PW
07/23/2020	89291	American Heating Inc	1,269.00	HVAC Maintenance - PW
07/23/2020	89292	Backflow Management Inc	4,800.00	Sampling/Reports - PW
07/23/2020	89293	Bravo Land Care & Maintenance	360.00	Landscape Maintenance - SC
07/23/2020	89294	Cintas First Aid Lockbox	413.64	First Aid Supplies - All Depts
07/23/2020	89295	City of Gresham	741.00	Mayors' Consortium Annual Dues - Admin
07/23/2020	89296	City of Portland	7,642.00	Regional Water Providers Consortium - PW
07/23/2020	89297	Clackamas Fire District #1	2,572.00	Fleet Maintenance - FD
07/23/2020	89298	Columbia Bank	205,324.37	Debt Service - Civic Center FF&C Bonds
07/23/2020	89299	Comcast	50.73	Cable - Fd
07/23/2020	89300	Factory Reps Co Inc	93.63	Janitorial Supplies - PD
07/23/2020	89301	General Tree Service	525.00	Weed Control - PW
07/23/2020	89302	Kittelson & Associates	4,475.65	Professional Fees - PW
07/23/2020	89303	League of Oregon Cities	9,085.18	Annual Membership - Admin
07/23/2020	89304	Meterreaders	2,204.80	Meterreading - PW
07/23/2020	89305	Mr. Belvedere's Janitorial	2,330.00	Janitorial Services - All Depts.
07/23/2020	89306	Pacific Mobile Structures, Inc.	466.00	Office Rental - PW
07/23/2020	89307	Pacific Office Automation Inc	119.21	Copier Lease - IT
07/23/2020	89308	RagnaSoft, Inc	1,225.00	PlanIt Software Annual Sub - PD
07/23/2020	89309	Ritz Safety	1,500.00	Training Costs - PW
07/23/2020	89310	S.R. Newgard	360.00	Hand Dryer Installation - PW
07/23/2020	89311	SeaWestern	404.60	Equipment Replacement - FD
07/23/2020	89312	Secure Pacific Corporation	955.14	Monitoring - SC/PW
07/23/2020	89313	Water Environment Services	105,405.63	Sewer Service - PW
07/28/2020	89314	Void	-	Void
07/28/2020	89315	DML Electrical Services LLC	2,500.00	COVID - Small Business Grant - Admin
07/28/2020	89316	Void	-	
07/28/2020	89317	Johnson Controls	45.00	Fire Extinguisher Inspection - PW
07/28/2020	89318	Secure Pacific Corporation	62.85	Security Monitoring - PW
07/28/2020	89319	United States Postal Service	1,026.53	Newsletter Postage - Admin
07/29/2020	89320	Bound to Happen	4,102.00	COVID - Small Business Grant - Admin
07/29/2020	89321	Hilights Salon	2,980.00	COVID - Small Business Grant - Admin
07/31/2020	89322 - 89323	Payroll Checks	5,186.49	Payroll Checks
07/30/2020	89324	Axa Equi-Vest	5,961.94	Voluntary Payroll Deferred Comp
07/30/2020	89325	Axa EVLICO	106.00	Non-PERS Retirement Pmt
07/30/2020	89326	CIS Trust	71,622.22	Monthly Health Insurance
07/30/2020	89327	Clackamas Community Federal Credit Union	1,199.54	GPA Union Dues
07/30/2020	89328	Equitable	1,628.95	Non-PERS Retirement Pmt
07/30/2020	89329	Gladstone Fire Department	525.00	Fire Members House Dues
07/30/2020	89330	Oregon AFSCME Council #75	917.47	AFSCME Union Dues
		Total General Fund Checks:	725,019.54	
07/23/2020	5518	Columbia Bank	495,150.98	Debt Service - Civic Center FF&C Bonds/Note
		Total Urban Renewal Checks	495,150.98	
		July 2020 Checks	1,220,170.52	



**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	-	-	-	1,269.50	188.00	3,920.10
Finance	23.50	-	-	-	-	-	524.73
General	775.50	258.50	493.50	305.50	235.00	366.00	3,256.35
Civic Center Project	-	705.00	1,141.00	564.00	-	-	5,700.00
Meeting Attendance	696.80	-	-	-	-	-	696.80
Governance/City Council	522.00	94.00	70.50	-	-	246.75	2,249.25
Meeting Attendance	1,910.60	767.30	908.30	47.00	446.50	399.50	9,553.72
Intergovernmental	-	638.00	-	-	-	-	8,582.78
Meeting Attendance	-	-	-	-	-	-	4,657.39
Land Use/ Community Development	-	-	982.00	-	587.50	493.50	4,671.09
Meeting Attendance	-	-	-	-	752.00	528.75	1,280.75
Parks & Recreation	-	94.00	-	-	-	-	117.50
Personnel/Labor	23.50	70.50	732.80	1,598.00	1,690.00	3,838.50	9,823.40
AFSCME	-	-	-	-	-	-	-
City Administration	-	-	-	-	-	-	311.30
Public Records & Meetings	-	-	-	-	-	188.00	235.00
Public Safety	94.00	846.00	-	-	-	352.50	1,472.50
Public Works	94.00	-	1,034.00	141.00	399.50	23.50	2,256.00
Real Property Transactions	-	-	-	920.70	-	284.69	1,205.39
Risk Management/Litigation	258.50	13.50	-	117.50	23.50	23.50	1,386.45
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>\$ 3,693.70</b>	<b>\$ 5,403.50</b>	<b>\$ 6,933.19</b>	<b>\$ 61,900.50</b>







# Public Works

## Staff Report for August 2020

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Report Date : August 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:

The water department has been busy with multiple water line projects, the Two Rivers Co-op mobile home park has been working on property wide upgrades, the city has been working with them to provide guidance and assistance when possible. Public Works is also working to perform inspections and state mandated coliform sampling for a new fire line that will serve as fire protection for the area. Public improvements were also part of the project, which included a new 6" fire line which included a backflow vault.

Another development project that is close to completion is the W. Jersey St project is a development that included three new homes is nearing completion. This development installed approximately 250' of 8" water main, looping the water system from W. Jersey to Ipswich, greatly improving fire protection in the area. Additionally, a new fire hydrant was installed replacing an old one which didn't meet current city standards. Public Works installed three new water services, conducted multiple onsite inspections, as well as state mandated coliform sampling.

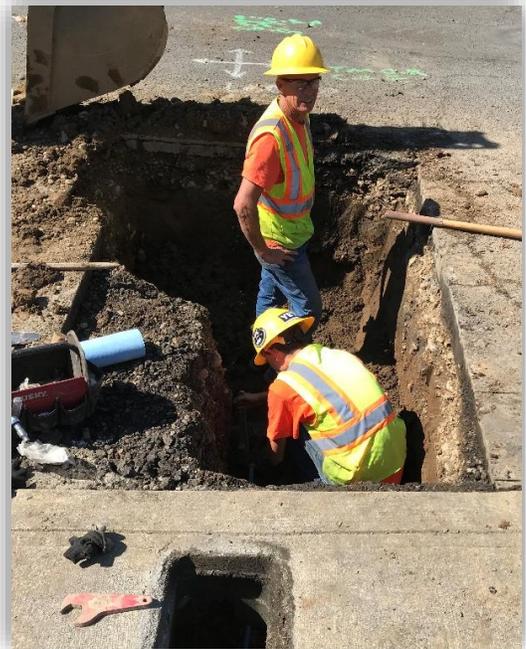


Crews have been working on hazardous meter box replacements in areas that also require concrete work. This involves cutting old broken meter boxes out, replacing them with new meter boxes and then replacing finished concrete.



Water leaks are a regular occurrence with our aging water system. The crew is working to replace a leaking water service at 1515 Windsor Dr.

Senior crew members working with entry level crew members offering on job training, which is one of the positive aspects that our entry level utility workers benefit from.



## SEWER DIVISION:

The sewer department is still doing limited line cleaning due to safety precautions with Covid-19.

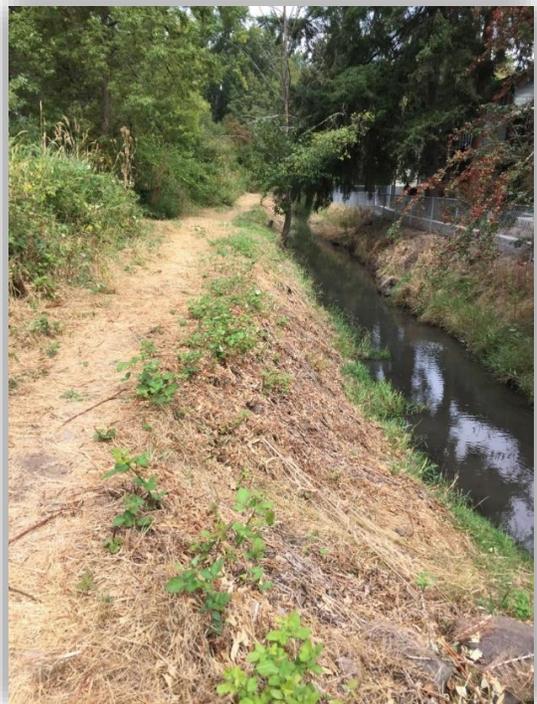
Another aspect of the Two Rivers Co-op Mobile Home Park project is a new sewer tap onto the city system, Public Works provided inspections at the time of connection for this project. Inspections in addition assuring the connections to the city system are in line with our current standards. Additionally, proper compaction and backfilling inspections are performed to ensure street repairs do not fail.

Public Works along with WES is working with consultants to collect and analyze system data regarding possible I/I hotspot areas, this will help us focus on. We will be working to complete smoke testing and CCTV inspections over the next couple of months.



## STORMWATER DIVISION:

The storm division continues to work on wetland ditch cleaning, this area is called the Risley ditch, the water way is Rinerson Creek, looking upstream from the end of Risley Ave. Routine cleanings remove invasive plant species and provide for proper flow which mitigates urban flooding risk.



This area of Edgewater Dr. was cleaned up by the Rail Road, after several years of requesting this work to be completed.



A manhole at Barclay Ave. and Howell St. was rehabilitated, using a cement grout, which allows us to repair the cracking that can be seen right above in inflow pipe.



Concerns from residents have been reported to our Utility Dept. Supervisor and Code Enforcement regarding management of construction sites in town. Public Works responded along with Code Enforcement to an illicit discharge complaint at a project at the location of the 76 gas station on Arlington and 82<sup>nd</sup> Dr. Another incident of concern was managed with assistance from Clackamas County, management of an erosion control complaint in conjunction with the Two Rivers Co-op Mobile Home Park. Both situations were resolved with the contractors and they will continue to be monitored by both Public Works and Code Enforcement.

### STREETS DIVISION:

The streets department has been working to finalize a project that Traffic Safety requested, it was a long process but we were able to complete the request of a 4-way stop, in the area of Max Patterson Park and a two-way stop at Clarendon and Chicago. The installation required 10- STOP signs and an additional 12 traffic control ahead signs which are required to be installed for 90 days. Signage was also placed at the 2-way STOP for Clarendon St.



Public Works designed new signage for placement at City Facilities, this signage will be installed in the near future at the Gladstone Civic Center/PD, Gladstone Senior Center and the Gladstone Fire Dept. (signage left)

Around town crews have been working to replace worn traffic markings; arrows, stop bars, cross walks and upgrading several of the speed bump markings around our neighborhoods. These tasks are items that we can take care of during nicer weather and the crew took full advantage of the warm/dry weather to accomplish these tasks.

Public Works coordinated removal of a tree located in front of the new Gladstone Fire Dept. offices building. The tree was over 50% dead, a potential safety hazard. The tree would also have interfered with the new communication wires that will need to be installed for the building.



## PARKS DIVISION:



Graffiti and trash continue to be a daily challenge for our crews, graffiti is at an all-time high in the city, requiring daily attention in some areas. Below is a picture of the Cross Park pump house, which has been tagged countless times this summer, our other pump houses have been hit just as often. Lower picture is the freshly painted bridge footings near Highrocks, which in less than 24 hours had been tagged.





Covid Signage that is placed around our city parks and common use areas are also being stolen, damaged and or vandalized daily, replacement of this signage requires countless hours from our administrative staff as well as our crews to replace the signage in the identified areas.

The Parks Dept. continues to battle tree failures in our parks, a significant tree failure at Cross Park occurred in a popular swimming area along the bank. The cottonwood tree that came down near a popular wading area on the bank. This picture is taken from inside the tree base which is hollowed out, the tree below is the portion that fell. You can also see the large amount of tree debris in the water which caused further safety concerns. Gladstone Fire requested that Public Works remove the debris as leaving it would cause a water safety hazard where people in the water could potentially get trapped or entangled in the debris. Public Works removed the debris utilizing large equipment over a two-day period.



Public Works rigged the tree debris that was in the river using a pulley system to remove the potential water hazard. Scott Johnson waded into the river to attach the rigging cables, allowing for the removal. Attempts to use a crane failed, which means Public Works had to be creative, Steve Graves worked with his crew to get the job done safely.



Below picture shows the hazardous debris fully removed, safe water passage has been restored.





A widow-maker branch in a tree at Cross Park, required immediate removal

Climber removing the dangerous branch that is caught in the upper canopy of the tree's. Public Works crew members look for these types of dangerous hazards daily.

## FACILITIES:

Sanitation continues to be a constant focus for staff, daily sanitation rounds for city facilities as well as all the city parks is a time consuming reality for us during this time of Covid -19.

Staff is continuing to relocate parts of the Public Works lunchroom and our supervisor's offices, in preparation for the new Operations Manager that will be joining our staff in the near future.

Painting of the Senior Center was complete, and it look great.

## 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 as well as commercial property projects
- Working with Oak Lodge Water Services to update and clarify our IGA
- Meldrum Bar Dredging project, onsite work has now been completed, working with contractor on finishing items, pay authorizations and other required documentation.
- Continuing administering the ODFW and OSMB Meldrum Bar dredging grant, tracking staff time.
- Monitor progress on DEQ MAO requirements: Working with WES on an I & I project, maintaining compliance with DEQ MAO.
- Working on OHA state drinking water program and 2019 water system survey deficiencies corrective actions

- The ROW permit program has been with Public Works for two years now and we are closing out our first tolling year permits. Tolling inspections being documented and when needed files being added to Tyler for documentation and future GIS mapping.
- 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 finance to set up a payment option for ROW permits with our four franchise holders, which will allow them to pay for permits on a monthly basis.
- 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 implement the E. Clackamas one-way street project. Reviewing plans and consulting with the engineer on discrepancies, soon we will be ordering the required signage.
- Crew time management, processing of daily time tracking sheets, which allow our dept. to manage and budget our time accordingly.
- Two Rivers Co-op water system improvement review, permitting, and other project administration items
- W. Jersey St. project site inspections, Webster Rd. Clackamas County Housing Authority project plan review, pre-construction meeting for 420 W. Arlington St. and ongoing inspections for other development projects.
- Permit submittals for building permits for the repairs of the picnic shelter at Max Patterson park.
- Working with Clackamas County Co-Permittee group in order to respond to DEQ's recently proposed NPDES MS4 stormwater permit draft. Permit terms are 5 years in duration. We are currently operating under the 2012-2017 permit until ongoing negotiations of the new permit are agreed upon.
- Routine field inspections of public and private projects.

A genuine leader is not a searcher for consensus but a molder of consensus.

~ Martin Luther King Jr

## Gladstone Fire Department Monthly Report: August 2020

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**Report Date:** September 1, 2020  
**To:** City Administrator Jacque Betz  
**Cc:** City Council  
**From:** Fire Chief Rick Huffman

August began the updating process of the “Community Risk Assessment: Standards of Cover - 2017” report that was adopted in 2018. This vital report was a benchmark in the history of Gladstone and it analyzes the risks to our community along with referencing the national standards for the staffing, deployment, equipment and facilities of our emergency services. There will be more about this in the coming months.

There were 156 calls for Fire, Rescue & Emergency Medical Services (EMS) response in and around the City of Gladstone for August of 2020 (as reported by Gladstone Fire Department records). The table to the right displays a snapshot of some of the more critical emergency responses.

GLADSTONE FIRE DEPARTMENT AUGUST 2020		
CALL TYPE	CALL COUNT	
ASSAULT/SEX ASLT/STUN GUN BRAV	2	1.69%
BREATHING PROBLEMS DELTA	7	5.93%
CARDIAC/RESP ARREST ECHO	1	0.85%
CHEST PAIN DELTA	3	2.54%
CONVULSIONS/SEIZURES DELTA	1	0.85%
DROWNING/DIVING/SCUBA DELTA	1	0.85%
FALLS DELTA	4	3.39%
HEART PROBLEMS/AICD DELTA	2	1.69%
HEMORRHAGE/LACERATION DELTA	1	0.85%
MISCELLANEOUS - FIRE	8	6.78%
MR2** - MARINE RESCUE EMRGNCY	1	0.85%
OVERDOSE/POISONING DELTA	1	0.85%
R/FIRE - RESIDENTIAL FIRE	1	0.85%
SICK PERSON DELTA	1	0.85%
STROKE/TIA CHARLIE	4	3.39%
SUA - SUICIDE ATTEMPT	1	0.85%
TAI - TRAFFIC ACCIDENT INJURY	2	1.69%
UNCONSCIOUS/FAINTING DELTA	7	5.93%

For the second quarter of 2020, C-COM (our 911 dispatch center) reported that the Gladstone Fire Department ran 403 calls within the city limits and 25 calls outside the city limits (mutual aid responses for Clackamas County Fire District #1). In addition, there were 52 calls for service within the city limits that we were unable to respond to (due to being on other emergency responses at the same time). Our average turnout time (call dispatched time until responding on the apparatus) was 1 minute and 31 seconds and our average response time was 4 minutes and 9 seconds. These times are an improvement over last year and moving the crew quarters into the station will have a positive impact! Detailed information on response times will be included in the Standards of Cover update.

COVID-19 still impacts the City and the overall precautions have not changed. Please continue frequent hand-washing, avoid touching your face and maintain physical distancing. This, along with a healthy lifestyle will help prevent exposure to the Coronavirus and will help instill good habits for the upcoming flu season!

Be safe and enjoy the last of the summer sun,

Rick Huffman, Fire Chief

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

**Mike Funk**

Assistant Chief & Fire Marshall

**Buildings under construction-**

- Water, sewer, and fire hydrant lines at 2-Rivers mobile park, are almost complete. Multiple visits this month ending with a passing pressure check for the 3 new fire hydrants.
- Expansion project at the golf course is progressing –Dealt with an issue of workers blocking the fire access to Rivergreens Apts. Phase two.

**Fire Investigations-**

- GFD has negotiated an IGA with CCFD #1 for Fire Investigator coverage for August and Sept. in the event that Gladstone needs one and one is not available.

**Business Inspections and development proposal reviews-**

- Inspected the new pediatric dentist located at the rear of GCCF.
- Inspected the Head Start classrooms in GCCF.

**Education and prevention –**

- Coordinating Birthday party “drive-by” with the fire engines.

**Randy Hopperstad**

Deputy Chief - Logistics

- The new digital upgrades to the dispatch systems in the fire station have been installed and are operating. The new system has had some performance issues but they are being worked out and we are ensuring the crews have functioning alert systems.
- A new pager system is being beta tested by Chief Funk and Hopperstad that will be compatible with the new digital system.
- Our front line fire engine has been repaired from recent accidents that resulted in some body damage and a replaced windshield.
- Chief Hopperstad was acting Fire Chief while Chief Huffman and Funk were on vacation and attended Fire Defense Board and C800 meetings.
- The fiber data line was moved from the old City Hall building to the fire station.
- The logistics of moving the admin offices out of the fire station and the crew quarters in is moving forward. We hope to start the move early in September.

**Tighe Vroman**

Battalion Chief, EMS and Training

During the month of August, I was fortunate to be able to have two weeks of vacation time with my family in Montana. With this being the case, my report will be a bit shorter than usual. I want to thank Capt. Stempel for leading and instructing the Wednesday night water rescue drills in my absence.

I'd like to welcome A/O-FF Zach Buchanan back from his military deployment! We are very glad to have him back and with us as a Gladstone Firefighter again. Welcome home, Zach!

Finally, I am also looking to host another Instructor I class for those of you who may be interested. I sent out an email about this earlier in the summer and received a handful of responses from members who are interested. If you are thinking about it, or have any question, please come see me. I am planning this for fall (exact date TBD).

### Training:

Wednesday night drill for the month of July focused on using throw bags to rescue and retrieve victims from fast moving water, and integrating shore based responders with SRT trained responders. We also review having shore based personnel set up and deploy a rescue swimmer using the tethered technique known as "live bait". The important thing to remember, which I am sure that any member who attended these drills will attest, is that the rescue and retrieval process is much faster and more difficult when in or around fast moving water. Water exerts a lot of force, and you can easily be pulled or knocked in to the water if you are not prepared and set up properly.

The other thing is that these skills take practice and repetition in order to become second nature. This means you will need to drill and practice at the company or individual level (depending on the skill) outside of scheduled drill time.

Crews and personnel also spent a considerable amount of time working on deploying a preconnect and showing water within 60 seconds. While this seems intimidating, it is very attainable, especially with some practice. Most groups that performed this skill were able to perform the drill within the 60 second target time. A number of teams were posting some very quick times! This is awesome to see, and will pay off significantly when the time comes to do it on a real incident. Keep practicing!

We have a number of training opportunities coming up in the month of September. These include:

- Wednesday even Zoom meeting and training for the Paid-on-call and on-duty staff on September 2<sup>nd</sup> at 19:00 hours. Chief Huffman will have some department and operational information, followed by questions from POC staff. Once this is completed, I will be providing introductory training on the new electric PPV fans.
- Heavy Extrication and Stabilization on Saturday Sept 12 and Sunday Sept. 13. This will be a great opportunity to improve your vehicle stabilization and heavy extrication knowledge and skills. This class will be taught by Chris Mills of Fire Rescue Equipment NW (he is also a full-time TVF&R firefighter). The class is the same on each day, and you will only be allowed to attend one day. To sign up, please email me.

- Victim rescue using the stokes basket and low angle rope systems. This will be hands on and occur at different location in High Rocks park. We will be doing this on Wednesday nights in September.

Last, I am looking at having some weekend training session in late September or early October to do some live fire training. We will use our prop to do car fires and flammable liquids and gas training. This is a Firefighter II requirement for anyone needed these Firefighter II check-offs in their task book, as well as for the probationary members. Even if you don't need these check-offs, this will be a great opportunity to do some fire training. I will be posting dates soon.

#### Emergency Medical Services:

Not a lot has changed regarding EMS over the past month. All COVID-19 PPE, response limitation and decontamination practices are still in effect, and are still very important aspects out our response. Please keep this in mind and keep up the good work. We have been doing a great job keeping our station and equipment clean and keeping our personnel healthy. Let's not get complacent and take a step backward with all of our hard work!

There are still multiple shortages with medications, certain cleaning agents, and PPE. I continue to report our inventory to the Clackamas County EOC weekly. Also, I will be placing various EMS supply orders over the next few days/weeks to prepare for the fall months.

Chief Huffman and I will be extending the Zoom meeting & learning platform to EMS classes with Dr. Houston. I would like to start this in September, but for sure in October. I have heard that Doc misses us, and I know we miss him... Why not get together electronically for some EMS C.E. classes and case reviews!

Before leaving on vacation, I processed and filed all of the paper EMS PCR reports. I bring this up because I wanted to let everyone know that I saw a lot of excellent PCRs! Paid-on-call personnel have been writing a lot more charts and the quality of your EMS reports has really improved. Excellent Work! Keep it up!

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

We are continuing through both the experienced and entry level Paid-on-call Firefighter recruitment processes, and have applicants in various stages. I am still holding COVID conscientious written testing sessions for entry level applicants (groups of five or less), and we have one of the experienced applicants that is in the background check phase.

#### Probationary Firefighters:

This fall, I am hoping to hold a couple of weekend class session to finish the Firefighter II training for our probationary members. The last few Firefighter II classes were put on hold due to COVID, but we will get these completed this fall.

## **Captain Patrick Brost**

A-Shift

Out of 156 calls, 54 happened on A-shift this month. The vast majority were EMS calls. We did respond to a few bark dust/smoldering ground-cover fires.

Training time was spent mostly on attack hose evolutions. Everyone participated safely in these events.

Pandemic conditions continue to make our responses challenging, particularly communicating with older patients, patients with cognitive challenges, and patients with hearing difficulty. The crews continue to work through these challenges with patients, professionalism and understanding. Good work everyone.

Scheduling has been difficult. Everyone has been working hard and putting in a lot of hours. Vacation times for the end of summer and members needing some breaks has created situations requiring some long shifts for everyone. Hopefully with recruitment and some other occurrences coming up, we will be able to fill all the shifts equitably and in a way to discourage burn out.

### Notable Incidents

August 9<sup>th</sup> we had three significant calls. One was an injury accident on McLoughlin BLVD requiring a trauma-system entry. The other two were at High Rocks. The calls at High Rocks were both on the Oregon City side, but were dispatched to GFD. They involved individuals who were likely dehydrated and had difficulty getting out of the rough terrain. One required GFD personnel to use a BUDS mover to extricate the patient up very steep terrain and then to a gurney for transport. The crew responded to 9 calls on that day, it was very warm, and they did a great job remaining professional throughout. Good job in particular to A/O Person and PFF Wyatt.

August 17<sup>th</sup>, we were dispatched to a car fire. Enroute it was changed to an RV fire. Upon arrival, it appeared we had a single-wide manufactured home on fire, and then upon investigation, it was a grass fire that had spread into some bushes, but did not involve the structure. It was an interesting lesson in the dynamic information environment we work in.

August 30 at approx. 2330 E391 along with units from Clackamas D1 and an engine from TVFR were dispatched to a reported residential fire on Beatrice. Upon arrival, we found out the address was incorrect and the reporting party lead units to the correct address on W. Gloucester. Hot grilling equipment was placed in a dry wooden organic plant pot. This eventually lead to smoldering. Upon arrival there was smoke and some embers. E315 and E391 worked to cool everything down and ensure there was no spread.

## **Captain Kirk Stempel**

B-Shift

SPECIAL OPERATIONS | TECH RESCUE

In the month of August, special operation training continues to focus on Swift Water Drills. With crowded local water ways, there is always a concern with individuals needing some type of assistance while swimming or just enjoying the day on the water. Our drills consisted of utilizing skills that might happen in real life situations. Our focus was on tethered swim rescues, throw bags, Rapid Deployment Craft (RDC), and in water patient care and extrication.



#### PIO DUTIES

This month, I continue to push out safety messages to address the Covid-19 pandemic. With cases still present, the message of social distancing and wearing face masks or coverings is as important, if not more, than when this crisis began. As time goes on, complacency has replaced caution in regard to the COVID-19 pandemic.

In August, American Medical Response (AMR), has started a life jacket program. We will be collecting new or slightly used USCG approved life jackets to be distributed to local groups.

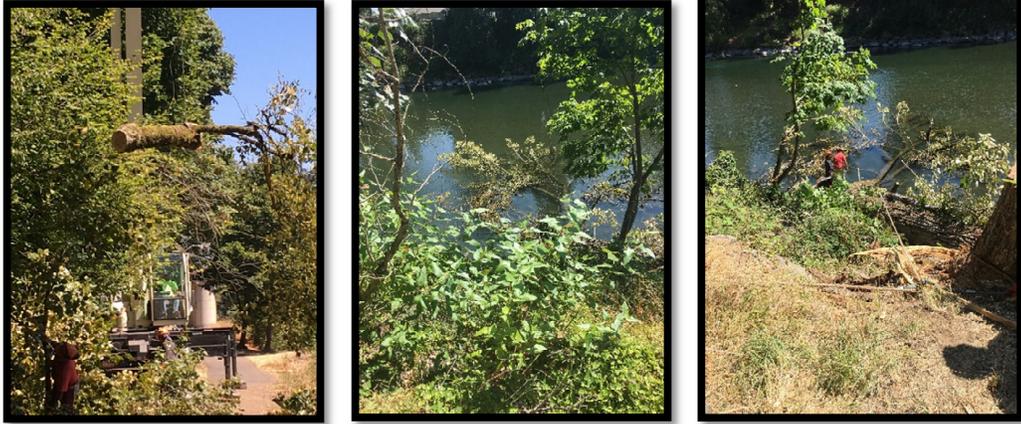
#### OTHER EVENTS

This month, Gladstone Fire welcomed back Apparatus Operator Zach Buchanan from a 1-year deployment in the middle east. I am excited to have Zach here to once again be my Apparatus Operator on B Shift. He is not only my driver, but a valuable member of the Special Operations Team.

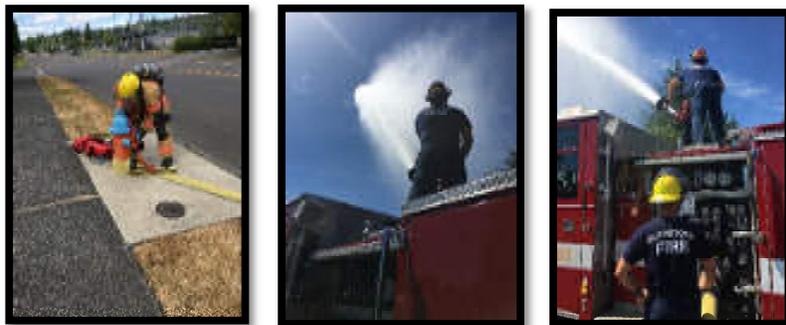
With the higher temperatures of August, the crew spent additional time monitoring our waterfront parks. Our presence was acknowledged and appreciated by those trying to escape the heat.

#### **Captain Richard Newton** C-Shift

For the month of August 2020 Gladstone Fire Department responded on 156 calls. Of which C-shift responded on 49 of those calls. The month was busy with lots of training. On C-shift we noticed a water hazard at Cross Park. The water hazard has since been removed by Gladstone Public Works, thank you.



Some of the training that we did on C-shift was take hydrants for time and worked on pumper operator skills.



### Projects:

Pre-incident plans:

There has not been much going on with the pre-incident plans as of now. Right now there's 389 plans in the system. C-COM has been given all that we have done in PDF versions. If you have any questions, please see me.

### Operations:

The new positive pressure fans have arrived and will be placed into service soon. We will have a little in-service prior to them going on the apparatus.

The new engine should start production next month. There has not been any word that the production will be delayed. As I stated last month we will be given updated photos once a week. The plan will be to share those photos with very one, probably on the F-drive.

### Call:

On the afternoon of August 2, 2020 GFD with CCFD#1 responded on a report of a commercial fire at the Budget Inn. E393 arrived to find smoke in one of the units. There was also a fire victim that was treated for smoke in elation and transported to a local hospital.

On the evening of August 5, 2020 GFD was requested to come and assist GPD. GPD had three juveniles' that had climbed up onto the roof of the gym. All three had been drinking. With the assistance of CCFD#1 the three juveniles where safely brought down off the roof.



On the evening of August 14, 2020 GFD responded on a residential house fire with CCFD#1 In Oregon City. E393 arrived and was assigned to Salvage & Overhaul. E393 was out for about 45 minutes.

###

**Gladstone Police Department**  
**Monthly Report**  
**August 2020**





**Gladstone Police Department**  
**CHIEF'S REPORT TO**  
**CITY ADMINISTRATOR AND COUNCIL**



**CHIEF'S REPORT**

August 2020

Greetings,

August has come and gone and the Gladstone Police Department experienced another very busy month. There are a lot of things going on within your police department and I want to share two of the highlights.

Traffic Safety is not only a priority to the community but also a priority for the city. Our goal is to help create a safe environment for those walking and running, biking and driving. COVID had changed how we have been doing business for a short time but the police department will be spending some additional energy with traffic enforcement.

Community policing is a partnership between the police department and community members. With this I am asking people to slow down, watch for pedestrians and ensure you give them the right of way at cross walks while at the same time pedestrians should look all ways to make sure it is safe to cross streets. Be aware of bikers on the roadway for everyone's safety.

My message is this, officers will be out looking for violators, not just to issue tickets, more importantly, change behaviors. Please, slow down, don't allow yourself to be distracted with devices, and never drink and drive. Visit GPD's twitter account @policegladstone for traffic safety tips.

The police department has received additional grant funding to increase our traffic safety as it relates to impaired driving, pedestrian safety, distracted driving and speeding. Please obey the rules of the road while out in the community.

Additionally, we as a police department have struggled for some time with helping our homeless population. We at times receive many calls for service and respond only to find that there are no resources available to help resolve the immediate issues.

Through the creativity of your officers, they were able to create a partnership with "DO GOOD MULTNOMAH" which also spans into Clackamas County. DO GOOD is a non-profit organization that partners with the community to provide permanent supportive housing, and shelter to the homeless. DO GOOD's mission is to help our veterans but has opened up to helping all under these COVID conditions. To date, officers have been able to find housing for one of our local homeless residents and have prepared to have two additional local homeless residents ready for housing. Although we still face challenges, this partnership is showing success.



**Gladstone Police Department  
CHIEF'S REPORT TO  
CITY ADMINISTRATOR AND COUNCIL**



**CHIEF'S REPORT  
Continued....**

We look forward to our continued partnership with the Gladstone Community while maintaining safety and a strong quality of life for all community members.

Sincerely

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

John Schmerber, Chief of Police



**Gladstone Police Department  
CHIEF'S REPORT TO  
CITY ADMINISTRATOR AND COUNCIL**



**BIAS REPORTING**

Reported by: Lieutenant Gerkman

August 2020

**20-017668** – The victim's find that someone wrote on their car, "Black lives don't matter" with a gel pen. No permanent damage to the vehicle. The victims were not black or people of color but did have a Black lives matter sign in their yard. Evidence was cleaned up before police arrived.

**20-017665** - Neighbors get into as dispute over cigarettes. One subject referred to the other subject as the "N" word. The first subject was later remorseful when talked to. The second subject, who is black, insisted he was the victim of a hate crime for the first subject using the "N" word. He was provided information to contact the DOJ to report the bias incident.



GLADSTONE POLICE DEPARTMENT  
MONTHLY ACTIVITY REPORT



**AUGUST 2020**

GENERAL STATISTICS/TYPE	THIS MONTH	YTD THIS YEAR	YTD LAST YEAR	% +/-	TOP 5 TRAFFIC CITE CHARGES	
Dispatched Incidents	578	5,041	6,110	-17.50%	Speeding	24
Officer Initiated Incidents	385	2,762	2,496	10.66%	Driving While Suspended	6
Total Number of Incidents	963	7,803	8,606	-9.33%	Fail to carry proof of insurance	5
Police Reports Filed	241	1,952	2,585	-24.49%	Driving Uninsured	4
Traffic Contacts	146	1,204	1,804	-33.26%	No Operators License	4
Citations issued (Charges)	62	488	709	-31.17%	<b>ALARM ADMINISTRATION REPORT</b>	
OUII	2	10	6	66.67%	Renewals Billed	13
Community Policing Contacts	10	100	68	47.06%	Renewal Fees Collected	\$250.00
Murders	0	0	0	0.00%	Senior Exempt Fees	0
K9 Deployments	3	37	36	2.78%	New Permits Issued	3
Tow Releases	0	3	5	-40.00%	False Alarms w/No Permit	3
					1st false Alarm Events	2
					2nd False Alarm Events	0
					3rd False Alarm Events	1
					False Alarm fees collected	\$100.00
					False Alarm fees billed	\$100.00

*"Respect - Service - Character - Passion"*



GLADSTONE POLICE DEPARTMENT  
MONTHLY ACTIVITY REPORT

**AUGUST 2020**



SELECTED CALLS FOR SERVICE**	THIS MONTH	YTD THIS YEAR	YTD LAST YEAR	% +/-	SPECIFIC OVERTIME CATEGORIES	HOURS
Abuse/Neglect	1	17	21	-19.05%	Cover Short Shift	301.5
Accident/Injury or Fatal	3	14	11	27.27%	Court	4.25
Accident/Property Damage	9	47	59	-20.34%	Training	40
Assault	4	36	26	38.46%	Presentations/Meetings	10
Burglary	1	20	26	-23.08%	Other	2
Domestic Disputes	24	184	180	2.22%	Swat	8.75
Drugs/Narcotics	10	41	44	-6.82%	K9	12
Disturbance-Fights-Noise	9	133	109	22.02%	SRO	0
Forgery/Fraud	8	77	73	5.48%		
Hit and Run	5	28	54	-48.15%		
Ordinance Violations	28	218	103	111.65%		
Runaway/Missing	7	61	44	38.64%		
Sex Offense	5	20	20	0.00%		
Suicide	7	71	85	-16.47%		
Suspicious Person or Circumstance	70	500	433	15.47%		
Thefts	23	164	182	-9.89%		
Trespass/Prowler	13	143	90	58.89%		
Vandalism	10	63	76	-17.11%		
Vehicles Recovered	2	12	13	-7.69%		
Vehicles Stolen	2	26	40	-35.00%		
Death(Not Suicide/Murder)	2	15	17	-11.76%		

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

*"Respect - Service - Character - Passion"*



# Gladstone Police Department CODE ENFORCEMENT REPORT TO CHIEF AND COUNCIL



## CODE ENFORCEMENT OFFICER MONTHLY REPORT

Prepared by Sean Boyle

August 2020

• Abandoned Vehicles	4
• Assist GFP & GPD	8
• Details	7
• Follow Ups	26
• Hazard	1
• Ordinance Complaints	27
• Parking Complaints	7
• Premise Checks	3
• Property Calls	3
• Public Assistance	4

670 Exeter before:



670 Exeter after:



Total Calls 90  
New Cases 16

### NEW CASES OF NOTE:

**810 E Arlington** – Illicit discharge into storm water system. The Union 76 gas station is undergoing a remodel with extensive work to the fuel pumps. While on patrol I observed an active illicit discharge into the storm water system. I partnered with Justin Poyser at Public Works and we conducted an onsite inspection. We worked with the contractor to clean up the discharge and mitigate any further violations.





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



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

**310 Patricia** – This originally was called in as an illegally occupied motorhome in the right of way. I contacted the occupant and I advised that it was illegal to live in the motorhome on the street and have water and electrical hookups. I advised the occupant that if he moved the motorhome into the driveway and obtained a temporary dwelling permit that it would allow him to extend his stay giving him more time to find a permanent resolution. I later followed up and found that sewage was being discharged from the motorhome into the street. I found out the occupant had made no effort to move the motorhome into the driveway or obtain a temporary dwelling permit. I directed the occupant to remove the motorhome and legally dispose of his sewer and I told him he was no longer eligible for the permit and that he could not return. Partnered with Steve Graves at Public Works to assess cleanup needs.



**UPDATES OF NOTE:**

**19017 Howell** – Documenting progress as we continue to work with the owner to correct all the violations on the property. Previously occupied motorhomes have been vacated. A junk vehicle has been garaged. Garbage and stored vehicle parts have been removed. Property owner is motivated to correct the violations as they are planning to sell the property.





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



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

**17940 Monticello** – Continued research on determining if the property owner has encroached upon City of Gladstone owned property. Findings indicate property owner has encroached upon a permanent pedestrian easement and encroached upon the city owned natural area. There are possible building code violations related to structures in both areas. Findings have been sent to the city attorney for review.

**18309 Oatfield Rd Before:**



**575 E Berkeley Before:**



**260 Evergreen Before:**





# Gladstone Police Department CODE ENFORCEMENT REPORT TO CHIEF AND COUNCIL



## CODE ENFORCEMENT OFFICER MONTHLY REPORT Continued.....

We have successfully launched our *Neighbors Helping Neighbors* program. We are currently processing volunteer applications and working on identifying qualifying properties for volunteer assistance.

*Neighbors Helping Neighbors* is Gladstone's new, innovative way to help people with hardships, the elderly or infirm who have code enforcement issues on their property. The program will allow a team of community volunteers to deal with the violations, rather than immediately turning to punitive enforcement. The volunteers will assist the city's livability team with work party projects like hauling junk and debris, mowing grass and trimming shrubs.

The *Neighbors Helping Neighbors* program deals with low-level code enforcement issues that often result in the issuance of violations and fines. As part of a new program volunteers will cut back out of control vegetation, remove trash and clear sidewalks. This is a great way for people in the community to help those in need.

The flyer features a central black hexagon with a white border. At the top of the hexagon is the Gladstone logo, which consists of a stylized house icon above the word "GLADSTONE". Below the logo, the text "NEIGHBORS HELPING NEIGHBORS" is written in large, bold, orange letters. Underneath this, in smaller blue letters, it says "HELP NEIGHBORS WITH HARDSHIP SOLVE COMMON CODE ISSUES". At the bottom of the hexagon, there are three lines of text: "-TRIM TREES & VEGETATION -MOWING GRASS" and "-REMOVING DEBRIS". The background of the flyer is light blue with radiating lines, and at the bottom, there are several colorful hand silhouettes in red, yellow, and blue. Below the hexagon, there is a block of text: "NEIGHBORS HELPING NEIGHBORS IS THE CITY OF GLADSTONE'S NEW, INVENTIVE WAY TO HELP PEOPLE WITH HARDSHIPS AND THE ELDERLY OR INFIRM WHO HAVE A CODE ENFORCEMENT ISSUE ON THEIR PROPERTY." followed by "THE PROGRAM WILL SOLVE THOSE ISSUES WITH A TEAM OF COMMUNITY VOLUNTEERS INSTEAD OF IMMEDIATELY TURNING TO ENFORCEMENT." At the very bottom, a black banner contains the text "DOWNLOAD A VOLUNTEER APPLICATION AT WWW.CI.GLADSTONE.ORG" in white.



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



**CODE ENFORCEMENT OFFICER  
MONTHLY REPORT**

Prepared by Jim Leake

August 2020

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

Parking Complaints – 30  
Animal Complaints – 12  
Abandoned Vehicles – 5  
Noise Complaints – 3  
Premise Checks - 32

The abandoned vehicle problem has reduced dramatically with a concerted effort of the officers to tag those vehicles both reported and those that are located. The number of animal complaints increased from 3 last month to 12 this month. I am thinking this has gone up because more people are at home and have more time to listen to dogs barking.

Parking complaints are up from 10 last month to 30 this month. 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 Compliance Officer Boyle handled the majority of the parking complaints this month on his own initiative. Code Enforcement on face to face issues has begun to happen more like business as usual even with phases becoming more restrictive again.

Noise complaints held steady at 3, even though more people are home. Officers are spending a good amount of time patrolling the parks, transient camps, vacant buildings and extra patrol through high crime areas. Officers are contacting Code Compliance Officer Boyle more often with code violations they see. I saw a steady flow of calls coming to our code tip line, but I attribute that to more people being home right now during the COVID shutdown.



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



**DETECTIVES MONTHLY REPORT**

Prepared by Detective Fich

August 2020

**New Cases Assigned:**

1. 20-016469 Domestic Violence Assault. MCT request 08/05/2020
2. 20-016777 Officer Involved Shooting. MCT call-out 08/09/2020
3. 20-018009 Violation Restraining Order. Assigned 08/25/2020

**Current Caseload:**

1. 20-005389 Check Fraud. Assigned 04/07/2020
2. 20-007885 Check Fraud. Assigned 04/14/2020
3. 20-008620 Robbery II/Burglary I. Occurred 04/24/2020.
4. 20-013165 Juvenile sexual abuse. GPD Call-out 06/24/2020
5. 20-015758 Robbery I. GPD Call-out 07/27/2020
6. 20-018009 Violation Restraining Order. Assigned 08/25/2020

**Cases Cleared:**

1. 20-016469 Domestic Violence Assault. MCT Request 08/05/2020. Cleared with Lake Oswego PD arrest. Completed 08/06/2020
2. 20-016777 Officer Involved Shooting. MCT call-out 08/09/2020. At Grand Jury on 08/17/2020, the actions of both Milwaukie PD Officers were found to be justified and the suspect was indicted on charges of Attempted Aggravated Murder, Attempted Murder, Attempted Assault I, Unlawful use of a Weapon, and Menacing
3. 20-006369 Violation Restraining Order, Harassment, and Extortion out of Illinois. Cleared with GPD arrest. Final report submitted 08/18/2020
4. 20-008413 Missouri Fraud. Assigned 04/21/2020. Suspended 08/25/2020
5. 20-008173 Unlawful Distribution of Intimate Image. Assigned 04/24/2020. Suspended 08/25/2020
6. 20-007542 Assault I. Assigned 04/09/2020. Suspended 08/31/2020

**Highlights/Noteworthy:**

On August 3, 2020, I assisted Gladstone PD Officer Butler author a search warrant affidavit for Burglary I (GPD Case 20-015138)

MCT call-out August 9, 2020 for Officer Involved Shooting in Milwaukie, Oregon

On August 20, 2020, the first of 5 burglary/robbery suspects pled guilty and signed a cooperation agreement with the district attorney's office (GPD Case 20-008620)



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



**DETECTIVES MONTHLY REPORT**

Prepared by Detective Gilliam

August 2020

**Cases Cleared: 1**

1. 20-013009 – Criminal Mischief (case suspended)

**Current Caseload: 5**

2. 20-010600 – Child Porn
3. 20-012831 – Juvenile Sex Abuse
4. 20-012991 – Burglary
5. 20-003180 – Juvenile Sex Abuse (arrest warrant issued; suspect interview pending)
6. 19-021067 – Assault/Hit and Run (arrest warrant issued; suspect interview pending)

**SWAT Callouts: 3**

**Notes:**

1. Out of town on US Coast Guard orders (7/30-8/15)
2. Participated with interviewing a GPD lateral officer candidate (8/18)
3. Participated in Human Trafficking MDT virtual teleconference (8/20)
4. Completed 10-hours of SWAT training (8/21)
5. SWAT call-out (barricaded subject) in Rhododendron (8/23)
6. SWAT warrant service with CCITF (unlawful marijuana grow site) in Boring (8/26)



*USCG conducting a joint operation/marine patrol with Clatsop County Sheriff's Office*



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



**K9 MONTHLY REPORT**

Prepared by: Officer Olson

August 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	3	12

This month K9 Nanuk and I handled 3 calls for service. We had a suspect track and two article searches.

We assisted Milwaukie Police Department with a suspect track after an attempt to elude, the suspect crashed his car in the City of West Linn. K9 Nanuk and I were tracking south in the center median of the freeway, when a perimeter Officer spotted the suspect hiding in the trees on the northbound side of the freeway, about 50 yards from our location. The suspect was taken into custody without incident.

We assisted Clackamas County Sheriff's Office on two article searches. We did not locate any evidence on the first search. The second search the Sheriff's Office was unsure if anything was dumped however K9 Nanuk backtracked and confirmed the subjects story.





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



## K9 MONTHLY REPORT

Prepared by: Sergeant Leake

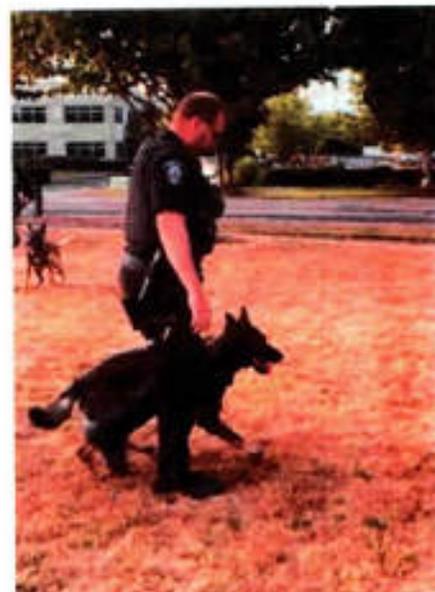
August 2020

I have continued to attend 2 out of the 4-5 monthly Wednesday night training classes that are hosted by Gresham Police Department K9 program.

On 08-19-2020 the training continued on "guard and bark" and calling the dog off the bite. This is when the dog has bitten the suspect and then becomes compliant, we want the dog to let go and reset with the K9 handler. The class also worked on static recall from afar. This is when the dog is sent out off the lead to engage the suspect and while the dog is in route, the suspect becomes compliant. We don't want the dog to bite a compliant person so we call the dog back to the handler. The dogs are very good at this command and it shows how successful this program is.

On 8-26-2020 the training was held in Gladstone at the former NW Behavioral Health building. This building is vacant and is now a property owned by Clackamas County Housing Authority. The PD has built a relationship with CCHA and were allowed to host training at this vacant building for the K9 training class. This building is heavily under remodel so it makes a perfect location for K9 trainers to take turns hiding and working their dogs in a search mentality. The trainers can go hide while wearing a bite suit and then each handler gets a chance to work their dog in search mode for the mock suspect hiding in a building. It is very valuable training and it is great to partner with CCHA for these type of activities.

Some photos of our training are attached below:





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



**PATROL MONTHLY REPORT**

Prepared by: Sergeant Leake

August 2020

**Patrol Activity**

**08-01-2020:** Premise checks conducted several times throughout the day at High Rocks Park and Meldrum Bar Park. Officers made subject stops when citizens found in the parks after hours.

**08-02-2020:** Herkamp did extra patrol on vehicles parked by users of High Rocks Park. He wrote several parking tickets for illegally parked cars. Leake issued a citation to a subject found drinking alcohol behind the Safeway.

Olson and Butler were dispatched to noise at Kraxberger around 2254 hrs. where a group of teens were reported as yelling, cussing and playing loud music on the playground. Upon arrival, several ran from the location. Those that stayed were cooperative and were given warnings for trespassing. Later in the shift officers went back and did a premise check and found no one there.



**08-03-2020** Leake and Hutchinson responded to a fight near Kraxberger School where two males were involved in a fight that stemmed from a road rage incident. One half had left but one remained and Hutchinson spoke with him. The male who stayed told Hutchinson that a vehicle was speeding in his neighborhood so he swerved his vehicle at the subject. The subject turned around and followed him and so the first male brake checked the subject. The subject then passed the male on Webster Rd and cut him off to make him stop. They then got into a physical altercation and then the subject left. Hutchinson investigated and found the subject, who gave the same story.



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



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

Vehicle break ins have continued with them being reported mostly in the neighborhood areas in the core of Gladstone downtown. Almost all of the vehicles have been left unlocked and suspects have rummaged through taking valuables left inside. Officers have been spending time in the neighborhoods at night stopping those on bikes and on foot.

Butler wrote a search warrant and had it signed by a judge for execution immediately. Leake, Butler and Olson executed the warrant in search of suspect clothing seen on video, at 6285 Caldwell Rd. The location was searched and nothing listed in the warrant as evidence was found. The suspect listed in the warrant denied any involvement.

**08-04-2020:** Premise checks were conducted at High Rocks Park and Meldrum Bar Park several times throughout the day. Folks with alcohol were asked to leave and were given warnings. The areas around the parks were patrolled to deter car prowlers.

**08-08-2020:** Butler was dispatched to an intoxicated subject who was at Kearns Market trying to buy more alcohol. Butler and Olson did a DUI investigation and the subject was arrested. His BAC was .23 and he was cited and taken home.

**08-09-2020:** A bicyclist was hit when a driver who was test driving a Toyota 4 Runner did not yield to the biker in the bike lane on McLoughlin and turned in front of the biker causing him to run into the side of the SUV. The biker suffered a separated or dislocated shoulder and was transported to the hospital. The driver was cited.

**08-11-2020:** Traffic details were run on Webster Rd and Glen Echo at 0630 hrs. due to increased complaints of speeding. Traffic detail was run at 1800 hrs. on Webster Rd due to complaints of speeding.

Okerman made a notable traffic stop on a vehicle that was cruising through the downtown core area. The vehicle was stopped and the passenger was on parole for negligent homicide. He was seen leaving Vogies and had a restriction for no alcohol or frequenting establishments serving alcohol. The passenger was cited for no seatbelt and told to contact his PO the next day for a phone consultation.

**08-15-2020:** Very hot 100-degree day and Meldrum Bar Park and High Rocks Park were very busy and crowded. Several patrols throughout the day occurred and many warnings given out to those with alcohol. Alcohol was poured out and the violators were requested to leave the parks.



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



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

Traffic details run on Webster Rd due to complaints of speeders. No speeders were found while running radar. Traffic details run on McLoughlin, 82<sup>nd</sup> Drive and Glen Echo throughout the day. Many traffic stops conducted to promote traffic safety.

**08-16-2020:** Very hot 100-degree day again. The parks were crowded and everyone was using the rivers to stay cool. Several patrols through the parks showed less signs of alcohol use than the previous day. Oregon Patrol was also visible as a deterrent.

**08-17-2020:** While on a call at the Gold Room, a truck drove by and squealed his tires and sped out of the area. CCSO sergeant found the truck and stopped him in Gladstone. Olson took the DUI investigation to free up the CCSO Sergeant. No CCSO deputies were available so Olson built some bridges with our community partners. Hale assisted Olson with the DUI investigation. The suspect blew a .22 and Olson had arrested him before for DUI.

**08-22-2020:** Leake responded to a one vehicle crash at Gladstone Forest Apts where it was reported that a vehicle had crashed into the building. Upon arrival the vehicle was sitting up near the building having jumped the curb stop. The driver said he had just changed the brakes and was driving it from the lower lot to the upper lot and the brakes went out. The vehicle did not hit the building but was very close. There was just some vegetation damage. The owner called a tow for the vehicle.



**08-23-2020:** We have experienced quite a few thefts from vehicles parked at Meldrum Bar Park this month. Many folks lock their valuables in the trunk of their cars and several have been unlocked, making it convenient to access the trunk. Hutchinson took a theft from the park on this day.



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



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

**08-25-2020:** Hutchinson was dispatched to a theft in progress where it was reported a male was going through multiple vehicles in the neighborhood around Oakridge/Braden Ct. A female driver was following the male who was rummaging through vehicles he found unlocked. The RP gave a license plate number on a Lexus SUV and the vehicle came back stolen. Several CCSO units assisted and they began looking for the stolen suspect vehicle. The suspect vehicle was not found but several vehicles had been entered.

Leake and Olson found a motorhome parked near the ball fields by Gladstone High School. The motorhome was occupied and the occupant did not realize the city ordinance against motorhomes parking on the street. The occupant had been previously warned by code enforcement so it did not take much convincing for him to move his motorhome out of Gladstone.

**08-30-2020:** Day responded to a missing person report at Avamere. The missing person had cognitive disabilities and a brain injury. The male had left 3 times in 96 hours but was found the other two times. The staff was out looking of the man as he was not able to take care of himself due to his brain injury. After he was missing for about 2 hours Search and Rescue was activated. A press release was created and posted on the city social media pages by the PIO. The male was later found at his old job site in Happy Valley after being missing for several hours. He was in good shape and unharmed, and had ridden TriMet to that location. A citizen had recognized him from the press releases that Danny and Eric had created. Good job handling this call on both of their parts.

Hutchinson and Graves were dispatched to a possible burglary suspect seen in Gladstone. The report was that the RP had seen a video posted online at Ring.com and recognized a burglary suspect from the video. Hutchinson and Graves found the male who was dressed wearing dark clothing with a red housecoat or robe being used like a cape. The subject turned out to be the suspect and admitted to the burglary to a church in CCSO land. CCSO came to the location and took custody of the subject.

# GLADSTONE MUNICIPAL COURT FROM AUGUST 2020

## General Court Information from August 2020

- 45 violation filed
- 79 violations disposed
- 4 misdemeanors filed
- 16 misdemeanors disposed
- 73 cases were placed on a payment plan
- 38 warrants were issued
- 24 payment reminders were mailed to defendants
- 6 driver's licenses were requested suspended
- 11 cases were sent to collections
- 251 cases sent to Department of Revenue
- 0 Jury trial was held
- \$15,771.00 in violation fees assessed
- \$19,930.32 in violation fees paid
- \$9,304.00 in misdemeanor fees assessed
- \$5,567.12 in misdemeanor fees paid
- \$11,899.15 was collected by Western Collection Bureau
- \$ 310.73 as 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	56	184	35	99	23	18	12	14	2	6	2	1	1
Jul	168	103	31	93	76	79	17	16	17	6	10	12	14	7	42
Aug	88	63	45	156	52	79	15	19	4	5	13	16	6	8	15
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 AUGUST 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	\$ 26,875.00	\$ 22,791.29	\$ 1,992.00	\$ 12,771.61
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	\$ 22,818.60	\$ 27,548.17	\$ 12,876.95	\$ 5,587.53
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	\$ 15,771.00	\$ 19,930.32	\$ 9,304.00	\$ 5,567.12
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 August 2020

## PUBLIC CONTACTS/PLANNING ACTIONS

CUSTOMER CONTACT/ Planning Actions	January	February	March	April	May	June	July	August	YEAR TOTALS
Customer Service Counter Contacts	5	10	1	0	0	0	1	1	18
Customer phone/email Contacts	43	66	62	34	49	83	53	44	434
Building Permits with Land Use Review	5	4	11	3	0	4	1	2	30
Pre-application Conferences	1	0	0	0	0	0	0	0	1
Administrative Decisions	2	1	1	0	0	1	0	0	5

## PLANNING COMMISSION ACTIONS/DECISIONS

- Held Public Hearing for Potential Code Amendments (File #: TXT-2020-02) –consideration of changes to parking requirements for the C-2 zoning district. Hearing continued From July.
- Held Public Hearing for Potential Zoning Map and Comprehensive Plan Amendments – rezoning low density residential land (R7.5) to high density residential land (MR).

## CITY COUNCIL LAND USE ACTIONS/DECISIONS

### PRE-APPLICATION CONFERENCES

- None

### ADMINISTRATIVE PERMITS

- None

## BUILDING PERMITS WITH LAND USE REVIEW

### JULY AND AUGUST

Date	Address	Building Permit #	Description
8/04/2020	235 W. Gloucester	B0343020	Fire Damage repair
7/29/2020	295 W. Gloucester	RE009320	Solar Panel

## FUTURE ITEMS/PROPERTY UPDATES

Location	Topic
18245 PORTLAND AVE	Three lot partition



# City of Gladstone Staff Report

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Report Date : August 31, 2020  
Meeting Date : September 15, 2020  
To : Jacque Betz, City Administrator  
From : Jim Whynot, Public Works Director

## **AGENDA ITEM:**

Purchase of: Case 580sn 4WD T4 Backhoe

## **History/Background:**

Public Works has identified that the 1989 Case 580k that has been a part of our fleet since 1989 is in need of replacement. Repairs for this important piece of equipment are substantial, it is highly possible that we will be faced with major component failure even with the repairs identified to get the equipment running at full capacity. We have "best case scenario" quotes for the repairs which total: \$10,131.00, this is without tear down and it is almost certain there will be significant additional repairs needed once the components are fully accessible. Currently this piece of equipment is out of service, to bridge the need for equipment Public Works has been renting excavators at a substantial cost, in the past two years we have spent \$28606.50 to rent equipment needed to assure we have adequate equipment to perform daily duties, projects and be able to adequately respond in the case of an emergency.

Public Works has entered into a short term rental/option to buy agreement for a Case 580sn backhoe, over the 90-day agreement crews will be able to use the machine assuring that the machine is the appropriate piece of equipment for our needs. This backhoe has fully up to date features that help to significantly mitigate operator fatigue and the risk of repetitive stress injury. Our past experience with the Case product line allows us the added value of standardizing our fleet, combining repair and maintenance schedules and the confidence of ongoing National Joint Powers Alliance (NJPA). The purchase of the Case 580sn also includes a twelve-month warranty providing us with no service costs during the first twelve months.

Upon purchase of the backhoe we will be credited for the total rental fees paid in the amount of \$8850.00. We received a quote for a trade in value of \$11,000.00 which will be credited towards the purchase of the new backhoe. The cost of the backhoe is \$112,900.00 minus rental for 90 days @ \$8850.00 is \$104,449.00 minus trade in value of old back hoe for \$11,000.000 brings the cost to \$93,449.00.

## **Proposal:**

Public Works proposes replacing our 1989 Case 580k backhoe with a Case 580sn, thereby enhancing our fleet and providing adequate equipment for the department.

**Options:**

- Option 1 - Approve purchase at conclusion of the short term rental agreement, as per attached NJPA purchasing quote.
- Option 2 – Do not approve the purchase.
- Option 3 - Approve purchase at conclusion of the short term rental agreement, as per attached NJPA purchasing quote, with the additional reduction of \$11,000.00 trade-in value for the 1989 Case 580k.

**Cost Impact:**

The cost of the Case 580sn backhoe is **\$112,900.00**. Based on anticipated use the cost of the machine will be allocated between Parks 12%, Streets 22%, Water 22%, Sewer 22% and Storm 22%. Public Works budgeted for this replacement and included the cost in our 15 Year Fleet Replacement Plan Spreadsheet which was submitted to council on August 9, 2016

**Recommended Staff Action:**

Staff recommends Council approval by making the following motion:

**“I make a motion to approve the purchase of the Case 580se backhoe, per NJPA quote of \$112,900.00 with a rental credit of \$8850.00 and trade in of the 1989 Case 580k being credited towards the purchase price. Final price being \$93,449.00.”**

Department Head

Signature: \_\_\_\_\_



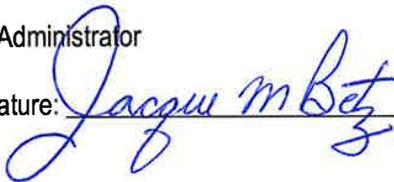
Jim Whynot, Director

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

9/2/20

City Administrator

Signature: \_\_\_\_\_



Jacquie Betz

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

9-2-2020



## NOTES

Hydraulic repairs quotes do not include the complete repairs that will be needed. Boom pin's and bushing repairs will be required to fully bring the backhoe/loader into good working order. We received a verbal quote for the pins and bushings from Sonsray and it is "best case scenario" without being able to see the full extent of the repairs needed without tear down; the verbal estimate was \$3000.00. Full teardown would be required for a complete estimate and complete repairs would not guarantee a major component failure.



# RENT TO OWN

RTO# \_\_\_\_\_  
STOCK# \_\_\_\_\_

- Auburn, WA   
  El Cajon, CA   
  Fontana, CA   
  Las Vegas, NV   
  Marysville, WA   
  Portland, CA   
  Redding, CA  
 Sacramento, CA   
 Salem, OR   
 San Leandro, CA   
 Santa Fe Springs, CA   
 Sparks, NV   
 Stockton, CA

CONTRACT DATE 07/01/2020		CUSTOMER PURCHASE ORDER NO.		SONSRAY MACHINERY ACCOUNT MANAGER Bill Hunsinger		RENTAL CONTRACT#	
LESSEE'S FULL NAME City of Gladstone				City			
LESSEE'S ADDRESS 48885 Portland Avenue				CITY Gladstone		STATE OR	ZIP 97027
RESIDENCE PHONE		BUSINESS PHONE 503.858.7957		COUNTY Clackamas			
DELIVERY TO BE MADE ON OR BEFORE <b>07/09/2020</b> OR AS SOON THEREAFTER AS POSSIBLE. DELIVERY TO BE MADE TO THE FOLLOWING ADDRESS IF DIFFERENT FROM LESSEE'S ADDRESS. STREET _____ CITY _____ STATE _____ ZIP _____							
DESCRIPTION OF EQUIPMENT							
QU	MFR	MODEL	SERIAL NO	DESCRIPTION (INCLUDING ATTACHMENTS AND/OR EXTRA EQUIPMENT)			PRICE
1	Case	580SN	NLC772032	580SN 4WD T4 FINAL			\$112,800.00
WARRANTY COVERAGE							
OTHER CONDITIONS						TOTAL CASH PRICE \$112,900.00	
Total price includes \$399.00 DOCUMENT FEE						SALES TAX \$0.00	
						DELIVERY/FREIGHT	
						TOTAL PRICE \$104,449.00	
<b>WARRANTY ON EQUIPMENT:</b> Warranty coverage on the equipment covered by this contract, if any, commences with the contract period and has been explained to the lessee. The warranty coverage is outlined below and dictated by the box checked hereon. <input checked="" type="checkbox"/> NEW 12 Month CASE Factory Warranty <input type="checkbox"/> NEW - Warranty provided by other manufacturer <input type="checkbox"/> AS IS- Equipment is without warranty of any kind, and lessee is aware of same.							
<b>MAINTENANCE OF EQUIPMENT:</b> Lessee shall be responsible for and pay the cost of all necessary repairs, maintenance and replacement. Lessor shall not be obligated to make, nor called upon by Lessee to furnish or pay for any repairs to or upon the Equipment, except under the provisions of any warranty described immediately above. Lessee will be responsible for travel time and mileage on owed service work.							
AUTHORIZATION FOR DIRECT DEPOSIT VIA ACH							
CONSUMER AUTHORIZATION FOR DIRECT DEPOSIT VIA ACH <input type="checkbox"/> OR PREPAYMENT CHECK <input type="checkbox"/> I (we) hereby authorize SONSRAY MACHINERY to electronically debit our account in the Amount of _____ Select One: <input type="checkbox"/> Checking Account <input type="checkbox"/> Savings Account At the depository financial institution named below ("DEPOSITORY"), I (we) agree that ACH transactions I (we) authorize comply with all applicable law. Depository Name _____ Routing Number _____ Account # _____ Name(s) on the Account _____ Amount of payment(s) or method of determining amount of payment(s) _____ Date(s) and/or frequency of payments(s) _____ I (we) understand that this authorization will remain in full force and effect until I (we) notify SonSray Machinery, i.e., in writing, by email at _____ that I (we) wish to revoke this authorization. I (we) understand that SonSray Machinery requires at least 30 days written notice.							

COPY

<p><b>RENT TO OWN:</b> Payments are due in advance of each rental period or upon receipt of invoice <b>OFF RENTAL PURCHASES.</b></p> <p><b>100</b> % of paid rentals will apply towards the selling price if converted within <b>90</b> days. OR</p> <p>_____ % of paid rentals will apply towards the selling price if converted within _____ days.</p> <p><b>RATE: \$ 2,950.00 PER MONTH PLUS TAX</b></p>	<p><b>CONVERSION DATE 10/09/2020</b></p> <p><small>Upon expiration of the conversion date, rental rate will continue to be charged at the current listed rate. And, unless specified elsewhere, a maximum of 20% of the rental rate payments may be applied towards the future purchase.</small></p>								
<p><b>PRIMARY COVERAGE:</b> \$1,000,000 combined single limit bodily injury and property damage per occurrence.</p> <p><b>GENERAL LIABILITY:</b> Comprehensive contractual liability of 1,000,000.</p> <p><b>PHYSICAL DAMAGE INSURANCE:</b> Comprehensive and collision coverage for physical damage with a maximum \$5,000 deductible.</p> <p>LESSEE at its own expense, shall carry adequate physical damage insurance as approved by LESSOR against collision, fire and/or theft of property.</p> <p><b>LIABILITY INSURANCE:</b> LESSEE at its own expense, shall carry adequate public liability insurance as approved by LESSOR against bodily injury, including death, and against property damage.</p> <p><b>CERTIFICATE:</b> A Certificate naming Sonray Machinery, LLC as <u>additional insured</u> with respect to liability and loss payee with respect to physical damage is required prior to equipment rental. The certificate must provide Sonray Machinery, LLC with at least <u>30 days prior written notice</u> before cancellation or material change in coverage.</p> <p><b>NAME OF ARBITRATOR IF PROVIDED BY LESSEE</b>  <small>(If coverage is provided by lessee, a loss payable binder must be provided to Sonray Machinery, LLC, within 30 days after the commencement of the contract period)</small></p> <p><b>LOCATION OF MACHINERY:</b> _____</p>									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">TIME OUT</th> <th style="width: 15%;">DATE</th> <th style="width: 15%;">TIME</th> <th style="width: 15%;">METER READING</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p style="text-align: center; margin-top: 5px;">(Returned)</p>		TIME OUT	DATE	TIME	METER READING				
TIME OUT	DATE	TIME	METER READING						
<p style="text-align: right;">PREPAYMENT CHECK # _____ AMOUNT \$ _____</p> <p style="text-align: center; font-size: small;">SEE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE A PART OF THIS AGREEMENT AND ARE THOROUGHLY UNDERSTOOD. ALL PAYMENTS ARE DUE AND PAYABLE UPON RECEIPT OF INVOICE.</p> <p>LESSEE (Customer) <u><i>[Signature]</i></u> <u>7/13/20</u> LESSOR (SONRAY)  <small>Signature TITLE</small></p> <p>Print Name <u>Jim Whisner</u> Accepted By <u>Bill Hunsinger</u> <u>07/09/2020</u>  <small>DATE DATE DATE</small></p>									



SOONSRAY MACHINERY LLO TERMS AND CONDITIONS

INSURANCE. Lessee's duty to insure. For all property covered by this Lease, Lessee shall provide, at Lessee's own cost and expense, comprehensive, fire, theft, and additional combined insurance coverage for not less than the stated value of the Leased Equipment, naming Lessor as additional insured. Lessee shall maintain all its own expense commercial general liability and property damage insurance issued by a company satisfactory to Lessor, naming the Lessor as Lessor, Lessee, and their authorized agents and employees. The policy will be for primary coverage and shall have limits of at least that: (a) \$1,000,000.00 combined single limits per occurrence; and (b) \$500,000.00 combined single limits or full replacement cost for all property or physical damage; (c) workers' compensation insurance that may be required under state law; (d) automobile liability insurance (including comprehensive and collision coverage), a hired and non-owned auto liability coverage and umbrella/underinsured motorist coverage; (e) in the event amounts set forth in subsection (a) and (b) if the Equipment is to be used or transported on any roadway. The insurance shall include coverage for Customer's contractual liabilities. The insurance shall not exclude boom damage or boom overload.

INSURANCE CONTINUITY. Such policies shall name Soonsray Machinery LLC as an additional insured (including an additional insured endorsement) and loss pays, and proceeds for Soonsray Machinery LLC to receive at least 30 days prior written notice of any cancellation or material change. Customer shall provide Soonsray Machinery LLC with certified copies of insurance policies for the required policies prior to any rental and at any time upon Soonsray Machinery LLC's request. In the event that Customer does not have insurance covering damage/loss to the Equipment, Soonsray Machinery LLC will insure this damage/loss risk for the Equipment at a charge of 15% of the rental amount, but Customer remains liable for any deductible. No property will be released to Lessor without the evidence of insurance or the acceptance of the loss damage.

Lessee Liability/Indemnity. Lessee will indemnify, defend and hold Lessor, its agents, and employees, harmless against all loss, liability, and expense, including reasonable attorneys' fees, in excess of the provided limits of liability insurance for bodily injury (including death) or property damage caused by or arising out of the assembly, maintenance, or use of the Leased Equipment. Lessee will further indemnify, defend, and hold harmless Lessor, its agents, and employees, from loss, liability, and expense, including reasonable attorneys' fees, because of Lessee's failure to comply with any provisions of any insurance policy involving Lessor and Lessee, or because of Lessor's failure to comply with the provisions of this article.

Stipulated Loss Value. If any property is lost, stolen, destroyed, or damaged beyond repair, Lessee will pay Lessor its cash fair market value of the Leased Equipment, minus any net proceeds of insurance for the Leased Equipment received by Lessor. On payment, this Lease will terminate with respect to that loss of property and Lessee will become entitled to the Leased Equipment on a "no-fee" basis, without warranty, express or implied, for any motor vehicles.

LOSS AND DAMAGE WITHER (LDWI). LDWI is not insurance. This contract offers a loss damage wether to cover your responsibility for the loss, damage or destruction to the leased equipment. To the extent that such loss, damage or destruction results from your gross negligence or willful misconduct, any limitation of your responsibility provided by the loss damage wether shall be void. The Lessor is responsible for the \$1,000.00 deductible portion of any valid claim. Loss and Damage

INITIAL ONE: [Signature] (Accepted LDWI) [Signature] (Insurance Certificate must be provided prior to equipment delivery)

PAYMENTS BY LESSEE. Lessee will make rental payments at Lessor's address as set forth above or at any other place that may be designated by Lessor. All rental payments are due and payable in advance on the 1st day of each month after the execution of this Lease during the term of this Lease. Any rental payment not made by Lessee within 30 days of its due date will be subject to a late charge of 10% per annum (1.5% per month) of the amount due.

LESSEE'S OBLIGATION. Lessee has been given the right to inspect and test the Leased Equipment. Upon Lessor's taking possession of the Leased Equipment, it will be conclusively presumed that Lessee has fully inspected and tested the Leased Equipment to be in good condition and repair. LESSEE KNOWS AND UNDERSTANDS, EXPRESS OR IMPLIED, AS TO THE MANNER AND SCOPE, INCLUDING THE OBLIGATION OF THE LESSEE EQUIPMENT, ITS MAINTENANCE, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. As to Lessor, Lessee leases the Leased Equipment "AS IS." Lessee's sole remedy for any failure or defect in the Leased Equipment shall be the limitation of rental charges, provided Lessee returns the Leased Equipment within 24 hours of the failure or defect.

OWNERSHIP. This agreement constitutes a lease and is not a sale or the creation of a security interest in the Leased Equipment. Lessee has no right, title, or interest in the Leased Equipment, except the right to possession and use as provided herein. The title of Lessee under this Lease will be subject to and subordinate to certain security interests in the Leased Equipment held by CSH Capital America LLC.

OPERATING EXPENSES, MAINTENANCE AND REPAIR. Lessee will be responsible for all expenses, including but not limited to lubrication and oil, repair or replacement of tires and tubes, repair or replacement of hydraulic hoses, excessive wear or ground engaging components and all other charges in connection with the operation of the Leased Equipment. Lessee assumes all obligations and liabilities with respect to the possession of the Leased Equipment, and for its use, condition, and storage during the lease term. Lessee will at its own expense maintain the Leased Equipment in good mechanical condition and working order, allowing for ordinary wear and tear. The need will not be provided or waived if the Leased Equipment is being serviced or repaired. Lessor will not be under any liability or obligation to provide service, maintenance, repair, or parts for the Leased Equipment. All installers, replacements, and substitutions of parts or accessories respecting the Leased Equipment will become part of the Leased Equipment and be owned by Lessor.

USE OF LEASED EQUIPMENT. Lessee will be entitled to the right of use, operation, possession, and control of the Leased Equipment during the Lease term, provided Lessee is not in default or subject to any security interest. Lessee may lease, give or may give to any third party during the term of this Lease. Lessee will employ and have absolute control, supervision, and responsibility over any operators or users of the Leased Equipment. Lessee will use the Leased Equipment in a lawful and proper manner and will not permit any Leased Equipment to be operated or used in violation of any applicable federal, state, or local statute, ordinance, rule, or regulation relating to the possession, use, or maintenance of the Leased Equipment. Lessor expressly disclaims any responsibility for Lessor's use, compliance, or failure to comply with any applicable federal, state, or local statute, ordinance, rule, or regulation. Lessee shall neither remove the Leased Equipment from the job address where herein set forth, direct or cause the Leased Equipment to be transported (over state lines without the Lessor's prior written consent. Lessee warrants that the Leased Equipment will be used for commercial or business purposes only. Lessee shall not disconnect or tamper with the hydraulic, electronic, or speedometer, and if these devices show signs of tampering being disconnected or tampered with, Lessee shall pay Lessor, in addition to all rental charges, ten dollars (\$10.00) per hour for every hour the Leased Equipment is in the possession, custody or control of Lessee.

TAXES AND OTHER CHARGES. Lessee will be liable for and pay on or before their due dates, all sales taxes, use taxes, personal property taxes, business personal property taxes, and assessments, or other governmental charges imposed on the Leased Equipment in connection with this lease. Lessee will be liable for any fees for licenses, registrations, permits, and other conditions required for the lawful operation of the Leased Equipment.

INDEMNIFICATION AND LIABILITY. Lessee assumes all risk and liability for the loss of or damage to the equipment, for the death of or injury to any person or property, and for all other risks and liabilities arising from any accident or act of any nature whatsoever, or from the use, use, failure, possession, leaving and transportation, or storage of the Leased Equipment. Nothing in this Lease will authorize Lessee or any other person to operate any of the Leased Equipment or to do so in excess of any liability or other obligation on Lessor. To the maximum extent permitted by law, Lessee will indemnify, defend, and hold harmless Lessor, its agents, and employees from all claims, loss, or damage Lessor may sustain or suffer for any of the following reasons: (a) loss of or damage to any of the Leased Equipment for any cause; (b) injury to or death of any person including but not limited to agents or employees of Lessee; (c) damage to any property arising from the use, condition, possession, or damage of any Leased Equipment; or (d) any liability, tortfeasor, or potential tortfeasor of any federal, state, or local statute, rule, or regulation. Lessee will reimburse Lessor for all expenses, losses, liabilities, and claims of any type, including reasonable attorneys' fees, imposed on or incurred by Lessor because of Lessor's use or operation of any Leased Equipment, or because of the failure by Lessee to perform any of the Lease terms. Lessee will also pay interest at the rate of 1.5 percent per month from the day payment is made by Lessor through the day Lessor is reimbursed by Lessee. The indemnities and assumptions of risk, liabilities, and obligations by Lessee arising under the Lease during this Lease's term will continue in effect after the expiration or termination of Lessee.

ACCIDENT, LOSS OF, OR DAMAGE TO LEASED EQUIPMENT. Notification to Lessor. If any property covered by this Lease is damaged, lost, stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of its use, maintenance, or possession, Lessee will promptly notify Lessor of the occurrence, and will file an necessary accident report, including those required by law and those required by insurers of the Leased Equipment. Lessee, its employees, and agents will cooperate fully with Lessor and all insurers in the investigation and defense of any claims. Lessee will promptly deliver to Lessor any documents called on or delivered to Lessee, its employees, or its agents in connection with any claim or proceeding at law or in equity before or thereafter against Lessor, Lessor, or Lessor, concerning the Leased Equipment.

ASSIGNMENT. Lessor may assign this Lease or any rights under it at any time without Lessee's consent. Lessee agrees not to make any claim or defense against Lessor arising out of this Lease as a lessee, contractor, or agent in any way, by any Assignee for the unpaid balance of rental due under the Lease or for possession of the Leased Equipment.

Lessee will not assign this Lease or assign or sublet the Leased Equipment at any time without the Lessor's express written consent.

AGREEMENT CONCERNING DEFAULT. Lessor may by written notice to Lessee declare Lessee in default on the occurrence of any of the following: (a) failure by Lessee to make payments or perform any of its obligations under this Lease; (b) violation by or against Lessee of any proceeding in bankruptcy or insolvency; or the liquidation of Lessee under any law, or the appointment of a receiver or trustee for the goods and contents of Lessee, or any assignment by Lessee for the benefit of creditors; (c) expiration or cancellation of any insurance policy to be paid for by Lessee as provided for under the terms of this Lease; or (d) involuntary transfer of Lessee's interest in this Lease by operation of law.

REPAIRS, REMEDIES, AND OBLIGATIONS ON DEFAULT. After the default of Lessee, Lessor will have the following options: (a) terminate the Lease and Lessor's rights under the Lease; (b) demand in writing that Lessee immediately return the Leased Equipment to Lessor; (c) declare the balance of all unpaid rent and all other charges of any kind required of Lessee under the Lease to be payable immediately, in which event Lessor will be entitled to the balance due together with interest at the rate of 1.5 percent per month from the date of notification of default to the date of payment; (d) repossess the Leased Equipment without legal process free of all rights of Lessee in the Leased Equipment. Lessee authorizes Lessor or Lessor's agent to enter on any premises where the Leased Equipment is located and repossess and remove it. Lessee specifically waives any right of claims Lessee might otherwise have arising out of the entry and repossession, and releases Lessor of any claim for trespass or damage caused by reason of the entry, repossession, or removal. After default, Lessee will reimburse Lessor for all reasonable expenses of repossession and enforcement of Lessor's rights and remedies, together with interest at the rate of 10% percent per annum from the date of payment. Notwithstanding any other provision of this Lease, if Lessor places all or any part of Lessor's claim against Lessee to the hands of an attorney for collection, Lessee will pay Lessor's reasonable attorney fees. The remedies of Lessor will be cumulative to the extent permitted by law, and may be exercised partially, concurrently, or separately. No failure on the part of Lessor to exercise any remedy or right or to delay in the exercise of any remedy or right will operate as a waiver. No forgiveness by Lessor to exercise any rights or remedies under this Lease will be construed as a waiver. Acceptance by Lessor of rent or other payments made by Lessee after default will not be deemed a waiver.

PERFORMANCE OF LESSEE'S OBLIGATIONS ON DEFAULT. Upon default, for any reason, Lessee and Lessee's successor in interest will have no right, title or interest in the Leased Equipment, its possession, or its use. Lessor will retain all rents and other payments of any kind made by Lessee under this Lease.

RETURN OF LEASED EQUIPMENT ON EXPIRATION. Upon the expiration date of this Lease with respect to any or all of the Leased Equipment, or upon written demand for return of the Equipment due to Lessee's default, Lessee will return the Leased Equipment to Lessor during normal business hours, together with all accessories, five (5) days after the expiration date and in the same condition and appearance as when received by Lessee, allowing for ordinary wear and tear. If the Leased Equipment is not returned by Lessee, or if Lessee fails or refuses to return the equipment to Lessor, Lessor will have the right to take possession of the Leased Equipment and for that purpose to enter any premises where the Leased Equipment is located without being liable in any suit, defense, or other proceedings to Lessee. Lessee releases for itself, its representatives, agents, and employees all rights, claims, damages, losses, physical and pecuniary, caused by Lessor's repossession and agrees to reimburse Lessor for all losses, damages, costs, and expenses incurred by Lessor in repossessing the Leased Equipment.

REPAIRS TO LEASED EQUIPMENT. If the Leased Equipment is returned damaged or in a condition beyond ordinary wear and tear, Lessee shall pay Lessor the cost of repair and pay over to the Equipment at the Contracted Rate until repairs have been completed. Ordinary wear and tear means the normal deterioration that naturally and inevitably occurs as a result of ordinary and reasonable use of the equipment on a one-shift basis (eight hours per day, five days per week). The following are not deemed ordinary wear and tear: (a) damage from loss of lubrication or malfunctioning of necessary oil, water and air pressure lines; (b) damage from loss of oil, maintenance and servicing; (c) damage from any collision, overloading, improper operation, overloading, or exceeding the rated capacity of the equipment; (d) damage to the frame or chassis, bending, twisting, warping, and replacement to the equipment or any part thereof; (e) wear resulting from use in excess of a one-shift basis. Lessee shall be under no obligation to commence repair work until Lessee has paid the estimated repair costs in advance. Further, agreeing to pay the difference between the cost of repair and actual cost of repairs. Failure to return Equipment in a certain condition is considered a fault resulting in original possession. If Lessee needs to make repairs, such repairs shall be made to the Lessor's reasonable satisfaction and in a manner that does not adversely affect the operation or value of the Leased Equipment.

NOTICE. Lessee will not pledge, encumber, create a security interest in, or permit any lien to be placed against any Leased Equipment. If any of these events takes place, Lessee will be deemed to be in default.

CONTRACTOR'S RESPONSIBILITY. Any contractor or claim arising out of or related to this Lease in breach of this Lease will be settled by binding arbitration. The arbitration will be conducted under the then current rules of the American Arbitration Association. The location and award of the arbitrator will be final and binding and any award may be entered in any court having jurisdiction. The arbitrator will be held and the award will be deemed to be made in Los Angeles, California. The arbitrator shall attend to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitrator, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorney fees.

INFORMATION REQUESTED FROM LESSEE. Lessee shall provide Lessor with the names and address of the project owner, the prime or direct contractor, the subcontractor, and construction lender, if any, in order for Lessor to serve any preliminary notices or other notices to be required in protection Lessor's mechanic's lien rights.

ENTIRE AGREEMENT. This lease constitutes the entire agreement between the parties and may not be amended, modified, or altered in any manner except in a writing signed by both parties. No agreements, representations, or understandings other than those specifically set forth in this Lease will be binding on any of the parties unless in writing and signed by both parties.

CHOICE OF LAW. This Lease will be deemed to be executed and delivered in California and governed by the laws of California.

HEADS AND SUCCESSIONS. This Lease and each of its provisions will be binding on and will inure to the benefit of the respective heirs, executors, administrators, trustees, successors and assigns of the parties to this Lease.

FORCE MAJEURE. Lessee hereby releases Lessor from all liability or damages that may be caused in whole or part by Lessor's failure to deliver the Leased Equipment within the agreed time, provided such failure is caused in whole or part by inclement weather, an act of God, accident, breakdown, act of a third party, or circumstances beyond the Lessor's control.

ASSIGNMENT SURRENDERS PARTIAL PAYMENTS. If any provision of this Lease or the operation of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this Lease, and the application of those provisions to the other parties or circumstances, will remain valid and in full force and effect.

COPY



WE MOVE MOUNTAINS



6455 NE Columbia Blvd. • Portland • OR • 97218 TEL: (503) 283-2461  
www.SonsrayMachinery.com

Ship To: Portland Store  
6455 NE Columbia Blvd.  
Portland OR 97218  
Invoice To: CITY OF GLADSTONE PUBLIC WORKS  
18595 PORTLAND AVE  
GLADSTONE OR 97027

Portland  
August 5, 2020  
GLAD5001

bhunsinger-0097  
5036567957  
Purchase Order:

Sales Person: Bill Hunsinger

Attention: suzanne Ledoux

EQUIPMENT QUOTE/SALES ORDER		
CASE 580K	Serial #: JIG0020217 Stock #:	\$11,000.00

THIS QUOTE IS TO GIVE THE TRADE IN VALUE FOR THE 1989 CASE 580K LOADER BACKHOE WITH 4 BACKHOE BUCKETS. THE \$11,000.00 WILL BE APPLIED TOWARDS THE PURCHASE PRICE OF THE 5805N ON CURRENTLY ON RENTAL PURCHASE ALONG WITH THE RENTAL PAYMENTS BEING APPLIED.

Quoted Price	\$11,000.00
Cash Due or Finance Amount	\$11,000.00

**NOTICE TO PURCHASER**

Caution. Do not sign this contract before you thoroughly read both pages 1 and 2 of it or if it contains blank spaces, even if otherwise advised.

You are entitled to an exact and completely filled in copy of this Sales Order when you sign it. Keep it to protect your legal rights.

Store Manager signature required for final acceptance of Sales Order.

**THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. CUSTOMER HAS HAD THE OPPORTUNITY TO READ THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING.**

Purchaser's Signature \_\_\_\_\_

Sales Consultant \_\_\_\_\_

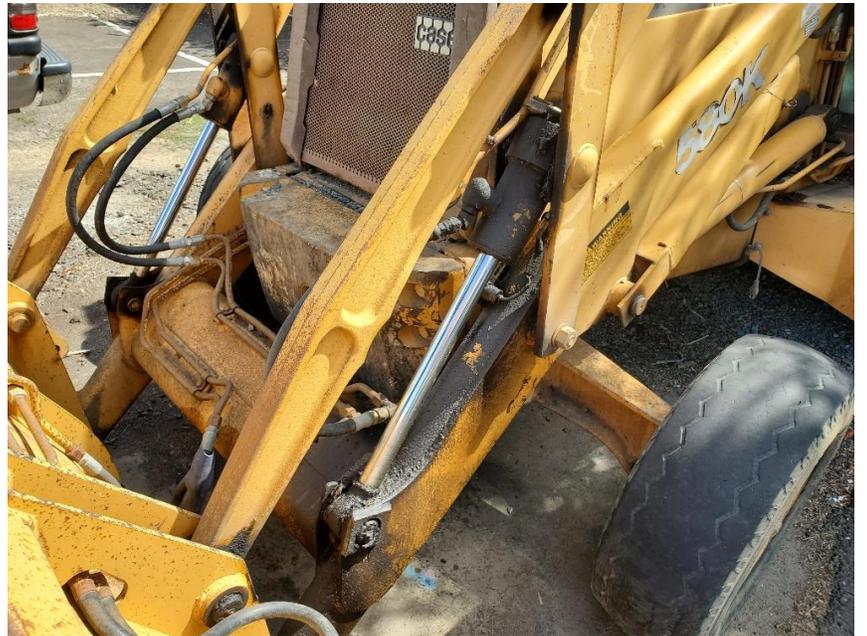
Date \_\_\_\_\_

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

Date \_\_\_\_\_

Accepted By \_\_\_\_\_

Date 8-3-20





# City of Gladstone Staff Report

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Report Date: September 1, 2020  
Meeting Date: September 8, 2020  
To: Gladstone City Council  
From: Jacque Betz, City Administrator

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## AGENDA ITEM

Consider approval of Resolution 1183, a resolution amending Resolution No. 1181 declaring a state of emergency, to extend through December 31, 2020 unless superseded sooner.

## History/Background

March 23, 2020 the City Council declared a state of emergency due to the Coronavirus (COVID-19) pandemic. Clackamas County, the State of Oregon, and the President of the United States also declared emergencies, that are still in existence.

The City Council has extended the declaration on April 27, June 23<sup>rd</sup>, and July 30<sup>th</sup>. The current declaration will expire on September 12, 2020. It is unknown at this time when the United States will have an effective mitigation plan/vaccine and instead of bringing the extension request back to the City Council every month (or calling for a special meeting) staff recommends extending the declaration to December 31, 2020, UNLESS superseded sooner.

The emergency declaration allows the City to do the following:

- Take actions and issue orders as determined to be necessary to protect the public and property in Gladstone.
- To efficiently conduct activities that minimize or mitigate the effect of the current emergency as described in Gladstone Municipal Code Chapter 8.16.
- To access state and federal funds to reimburse a portion of our costs incurred
- The ability to waive procurement procedures for purchases and contracts for responses to the emergency.

## Recommended Staff Action

Staff recommends the Council approve of Resolution 1183, a resolution amending Resolution No. 1181 declaring a state of emergency, to extend through December 31, 2020 unless superseded sooner.

## Options

1. The City Council could choose not to extend the declaration.
2. The City Council could choose to extend it to a different date.

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Department Head  
Signature

Date

  
City Administrator  
Signature

09-02-20  
Date

**RESOLUTION NO. 1183**

**A RESOLUTION AMENDING RESOLUTION 1181 DECLARING A STATE OF EMERGENCY, TO EXTEND THROUGH December 31, 2020**

**WHEREAS**, the City of Gladstone has enacted a local ordinance, Gladstone Municipal Code Chapter 8.16, pursuant to the authority granted by ORS Chapter 401 and the City Charter, that provides direction for the City, its officials, and others in the event that an emergency or disaster exists within the City, and which provides for executive responsibility in times of emergency and specifically delegates authority to declare a state of emergency to the City Council; and

**WHEREAS**, the following conditions have resulted in the need for the declaration of a state of emergency;

The Coronavirus (COVID-19) has been detected in Clackamas County; and

The Clackamas County Board of Commissioners has declared a state of emergency relating to COVID-19 in Clackamas County, Oregon; and

The Governor of the State of Oregon has declared a state of emergency relating to COVID-19 in the State of Oregon; and

The President of the United States has declared a national emergency relating to COVID-19 in the United States; and

**WHEREAS**, the foregoing circumstances constitute a threat of imminent widespread or severe damage, injury to persons or property, human suffering, loss of life, and financial loss, which in determination of the City Council will cause such significant damage as to warrant disaster assistance from resources other than the City's to supplement the efforts and available City resources to alleviate the damage, loss, hardship or suffering caused; and

**WHEREAS**, the foregoing circumstances require a coordinated response beyond that which occurs routinely, and the required response cannot be achieved solely with the added resources acquired through mutual aid or cooperative assistance agreements; and

**WHEREAS**, the foregoing circumstances affect all of the territory within the City limits; and

**WHEREAS**, the foregoing circumstances are anticipated to remain in effect for a period of at least two weeks;

**WHEREAS**, on March 23, 2020 the City of Gladstone declared an emergency that shall remain effect until the 28<sup>th</sup> day of April,

**WHEREAS**, on April 27<sup>th</sup> the City of Gladstone extended the duration of the declaration of emergency until June 30, 2020 to be consistent with Clackamas County;

**WHEREAS**, On June 23, 2020 the City of Gladstone extended the duration of the declaration of emergency until July 31, 2020 to be consistent with Clackamas County;

**WHEREAS**, On July 30, 2020 the City of Gladstone extended the duration of the declaration of emergency until September 12, 2020 to be consistent with Clackamas County;

**WHEREAS**, conditions giving rise to the declaration of emergency remain in existence and it is necessary to extend the duration of the declaration of emergency until December 31, 2020 unless superseded sooner.

**NOW, THEREFORE, THE CITY OF GLADSTONE RESOLVES AS FOLLOWS:**

**IT IS DECLARED THAT** a state of emergency now exists in the City of Gladstone, encompassing all of the area within the City limits; and

**IT IS FURTHER DECLARED** that the City and its officials and employees shall be authorized to take such actions and issue such orders as are determined to be necessary to protect the public and property and to efficiently conduct activities that minimize or mitigate the effect of the emergency as described in Gladstone Municipal Code Chapter 8.16; and

**IT IS FURTHER DECLARED** that the City shall take all necessary steps authorized by law to coordinate response and recovery from this emergency, including, but not limited to, requesting assistance and potential reimbursements from the State of Oregon and the appropriate federal agencies, and it is declared that the City of Gladstone has expended all appropriate and available resources; and

**IT IS FURTHER DECLARED** that emergency procurements of goods and services are authorized pursuant to ORS 279B.080, ORS 279C.335(6), ORS 279.380(4), and all other applicable laws and rules, including the City's public contracting code; and

**IT IS FURTHER DECLARED** that the City Administrator is authorized to adjust utility billing and service procedures as necessary to address the emergency; and

**IT IS FURTHER DECLARED** that the City, acting through the City Administrator or Council as appropriate, may reallocate and use any city funds for emergency use in the manner set forth in state law.

**THIS RESOLUTION IS ADOPTED BY THE CITY OF GLADSTONE THIS 8<sup>th</sup> DAY OF SEPTEMBER 2020, SHALL BE EFFECTIVE IMMEDIATELY, AND SHALL REMAIN IN EFFECT UNTIL THE 31<sup>ST</sup> DAY OF DECEMBER, 2020, UNLESS SUPERSEDED SOONER.**

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

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

Attest

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



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September

**REGULAR AGENDA**





# City of Gladstone Staff Report

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Report Date: September 2, 2020  
Meeting Date: September 8, 2020  
To: City Council  
Via:  
From: Jacque M. Betz, City Administrator

## AGENDA ITEM

Authorize the City Administrator to sign the appropriate closing documents to sell City surplus property- Tax ID# 00545663 Clackamas River Drive- Oregon City, OR 97027 in the amount of \$145,000.

## BACKGROUND

The City owns a piece of excess property – Tax ID# 00545663, Oregon City, OR 97207 Clackamas River Drive:

In December of 2017 the City Council formally approved Resolution No. 1128, a resolution declaring the property as surplus.

On May 15, 2018, the citizens approved Measure 3-531; City of Gladstone Charter authorization to sell surplus real property, specifically at Clackamas River Drive.

The City has marketed the property since June 2018.

On June 23, 2020, the City Administrator notified the Council that the City had received a cash offer on the piece of property from Michael Dunlap, in the amount of \$145,000. The potential buyer had until August 15, 2020 to complete the feasibility study (they want to construct a cabin). The City provided the buyer and their licensed, bonded, and insured contractor access to the property to complete the study.

The City Council must hold a public hearing on the sale prior to closing the transaction.

At least five days before the hearing, the city must publish a notice of the proposed sale and the hearing in a newspaper of general circulation. Notice was placed in the Clackamas Review on August 26, 2020 that stated the following:

*At its September 8, 2020 meeting, the Gladstone City Council will hold a hearing with respect to an anticipated sale of city-owned property. The hearing will begin no earlier than 6:30 pm via ZOOM platform at [www.ci.gladstone.or.us](http://www.ci.gladstone.or.us). The address of the property in question is Tax ID # 00545663, Clackamas River Drive, Oregon City, OR 97045. The buyer proposes to build a cabin on the property. The City considers it necessary to sell the property because it no longer needs it, it has created hazardous conditions with trees falling in the road and on adjacent homes, and it will raise revenue for the city parks maintenance budget, which is identified in the City's Strategic Plan. Gladstone citizens approved Measure 3-531, authorizing the sale of the property. All interested parties are invited to attend the hearing.*

Options

- The City could choose not to accept the offer and continue to market the property.

Cost Impact

The City has a *Right to Sell Listing Contract* with Kasra Shakerin of RE/MAX. The brokerage fee for selling the property is 6%. Staff is recommending that proceeds of the sale (minus brokerage fees and title and escrow \$10,040) are reserved for parks in the Public Works Department budget. Allocation of the funds will be identified through the next biennial budget process.

Recommendation

Staff recommends the following:

1. Authorize the City Administrator to sign the appropriate closing documents to sell City surplus property- Tax ID# 00545663 Clackamas River Drive, Oregon City, OR 97027 to Michael Dunlap in the amount of \$145,000.
2. Proceeds of the sale (minus brokerage fees and title and escrow \$10,040)- \$134,960 are reserved for parks in the Public Works Department budget. Allocation of the funds will be identified through the next biennial budget process.

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

Date

 9-2-2020  
\_\_\_\_\_  
City Administrator  
Signature

Date

OFFER SUMMERY FOR:  
0 S. CLACKAMAS RIVER DRIVE  
OREGON CITY. OR 97045  
TAX ID 00545663

Owner: City of Gladstone  
Size: 6.9 acres sloped and heavily treed  
Utilities: Non connected to the site.  
Current use: Vacant land  
Zoning: RRF5  
Asking price: \$145,000.00

Buyer: Michaele Dunlap  
Offer price: \$145,000.00  
Offer date: 6-23-2020  
Closing date: 9-15-2020

This parcel is part of the City of Gladstone's surplus property being offered for sale to public. It has been on the market since January-17-2018 with original asking price of \$165,000.00. There have been many requests for information as well as numerous potential buyers having walked the property. We had one other offer on the property that did not go through since the buyer could not secure proper financing.

The current offer on hand is an all cash offer with proof of funds & extensive due diligence has been conducted by the buyer since the offer was accepted on June-24-2020.

Net seller proceeds:  
Sales price \$145,000.00  
Sales commission: \$8700.00  
Title/escrow (approximate) \$1340.00  
  
Seller's net (approximate) \$134,960.00

Kasra Shakerin, Broker  
RE/MAX Equity group  
Lic # 200202177  
503-522-8589  
kasra@kasrashakerin.com



Sale Agreement # 1111

**FINAL AGENCY ACKNOWLEDGMENT**

1 Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent  
2 to the following agency relationships in this transaction: Kasra Shakerin

3 \_\_\_\_\_ (Name of Buyer's Agent(s)\*), Oregon Lic. # 200202177  
4 of RE/MAX Equity Group (Name of Real Estate Firm(s)\*)

5 Buyer's Agent's Office Address 5800 Meadows Road Ste 100, Lake Oswego, OR 97035 Company Lic. # \_\_\_\_\_  
6 Phone #1 (503)495-5240 Phone #2 (503)495-5240 E-mail kasras@equitygroup.com

7 is/are the agent of (check one):  Buyer exclusively ("Buyer Agency").  Both Buyer and Seller ("Disclosed Limited Agency").  
8 NON-RMLS (Name of Seller's Agent(s)\*), Oregon Lic. # \_\_\_\_\_

9 of \_\_\_\_\_ (Name of Real Estate Firm(s)\*)  
10 Seller's Office Address \_\_\_\_\_, Company Lic. # \_\_\_\_\_

11 Phone #1 \_\_\_\_\_ Phone #2 \_\_\_\_\_ E-mail \_\_\_\_\_  
12 is/are the agent of (check one):  Seller exclusively ("Seller Agency").  Both Buyer and Seller ("Disclosed Limited Agency").

13 **\*If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agents and Firm names should be  
14 disclosed above.**

15 If both parties are each represented by one or more Agent in the same Real Estate Firm, and Agents are supervised by the same principal broker  
16 in that Real Estate Firm, Buyer and Seller acknowledge said principal broker shall become the disclosed limited agent for both Buyer and  
17 Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and Agent(s).

18 Buyer shall sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller shall sign this acknowledgment at the time this  
19 Agreement is first presented to Seller even if this Agreement will be rejected or a counter offer will be made. Seller's signature to this Final Agency  
20 Acknowledgment shall not constitute acceptance of this Agreement or any terms therein.

21 Buyer [Signature] MICHAELE DUNLAP Date 6/23/20

22 Buyer DocuSigned by: \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ←

23 Seller Jacque Betz Print CITY OF GLADSTONE Date 6/24/2020 | 11:40 AM PDT

24 Seller BCF4D33CF53D475... Print \_\_\_\_\_ Date \_\_\_\_\_ ←

**VACANT LAND REAL ESTATE SALE AGREEMENT**

25 **THIS AGREEMENT IS INTENDED TO BE A LEGAL AND BINDING CONTRACT. IF IT IS NOT UNDERSTOOD, SEEK COMPETENT LEGAL  
26 ADVICE BEFORE SIGNING. FOR AN EXPLANATION OF THE PRINTED TERMS AND PROVISIONS IN THIS FORM REGARDING TIMING,  
27 NOTICE, BINDING EFFECT, ETC., SELLER AND BUYER ARE ENCOURAGED TO CLOSELY REVIEW DEFINITIONS AND INSTRUCTIONS  
28 SECTION BELOW.**

29 **1. PRICE/PROPERTY DESCRIPTION:** Buyer (print name(s)) MICHAELE DUNLAP

30 \_\_\_\_\_  
31 offers to purchase from Seller (print name(s)) CITY OF GLADSTONE

32 the following described real property (hereinafter "the Property") situated in the State of Oregon, County of CLACKAMAS,  
33 and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.)

34 TAX ID # 00545663, Oregon City, OR 97207  
35 VACANT LAND 6.95 ACRES

36 (Buyer and Seller agree if it is not provided herein, a complete legal description as provided by the title insurance company in accordance with Section 7  
37 (Title Insurance), below, shall, where necessary, be used for purposes of legal identification and conveyance of title.)

38 for the Purchase Price (in U.S. currency) of \_\_\_\_\_ A \$ 145,000.00

39 on the following terms: Earnest money herein received for \_\_\_\_\_ B \$ 2,500.00  
40 on \_\_\_\_\_ as additional earnest money, the sum of \_\_\_\_\_ C \$ \_\_\_\_\_

41 at or before Closing, the balance of down payment \_\_\_\_\_ D \$ \_\_\_\_\_  
42 at Closing and upon delivery of  DEED  CONTRACT the balance of the Purchase Price. \_\_\_\_\_ E \$ 142,500.00

43 shall be paid as agreed in Financing Section of the Agreement. \_\_\_\_\_  
\_\_\_\_\_ (Lines B, C, D and E should equal Line A)

Buyer Initials [Signature] Date 6/23/20

Seller Initials JB / \_\_\_\_\_ Date 6/24/2020 | 11:40 A

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Sale Agreement # 1111

**FINANCING**

44

45 **2. BALANCE OF PURCHASE PRICE:** (Select A or B)

46 Buyer represents Buyer has liquid and available funds for the earnest money deposit and down payment, and if an all cash transaction, the full purchase  
47 price, sufficient to Close the transaction described herein and is not relying upon any contingent source of funds (e.g., from loans, gifts, sale or closing of other  
48 property, 401K disbursements, etc.), except as follows (describe): \_\_\_\_\_  
49 \_\_\_\_\_

50 **A.  This is an all cash transaction.** Buyer to provide verification ("Verification") of readily available funds as follows (select only one):  
51  Buyer has attached a copy of the Verification with the submission of this Agreement to Seller  Buyer will provide Seller with the Verification  
52 within 1 business days (five [5] if not filled in) after this Agreement has been signed and accepted; or  Other (Describe): \_\_\_\_\_  
53 \_\_\_\_\_

54 Seller may notify Buyer, in writing, of Seller's unconditional disapproval of the Verification within \_\_\_\_\_ business days (two [2] if not filled in) ("Disapproval  
55 Period") following its receipt by Seller. Provided, however, such disapproval must be objectively reasonable. Upon such disapproval, all earnest money  
56 deposits shall be promptly refunded to Buyer and this transaction shall be terminated. **If Seller fails to provide Buyer with written unconditional  
57 disapproval of the Verification by 5:00 p.m. of the last day of the Disapproval Period, Seller shall be deemed to have approved the Verification.  
58 If Buyer fails to submit a Verification within a time frame selected above, unless the parties agree otherwise in writing, all earnest money  
59 deposits shall be promptly refunded and this transaction shall be terminated.**

60 **B.  Balance of Purchase Price to be financed through one of the following Loan Programs** (Select only one):  Conventional;  
61  Other (Describe): \_\_\_\_\_ (hereinafter "Loan  
62 Program"). **Buyer agrees to seek financing through a lending institution or mortgage broker (hereinafter collectively referred to as  
63 "Lender") participating in the Loan Program selected above.**

64 **C. Pre-Approval Letter.**  Buyer has attached a copy of a Pre-Approval Letter from Buyer's Lender or mortgage broker;  Buyer does not have a  
65 Pre-Approval Letter at the time of making this offer;  Buyer agrees to secure a Pre-Approval Letter and provide a copy to Seller as follows: \_\_\_\_\_  
66 \_\_\_\_\_

67 **3.1 FINANCING CONTINGENCIES:** If Buyer is financing any portion of the Purchase Price, then this transaction is subject to the following financing  
68 contingencies: (1) Buyer and the Property to qualify for the loan from Lender; (2) Lender's appraisal shall not be less than the Purchase  
69 Price; and, (3) Other (Describe): \_\_\_\_\_  
70 \_\_\_\_\_  
71 Except as otherwise provided herein, all Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any time.

72 **3.2 FAILURE OF FINANCING CONTINGENCIES:** If Buyer receives actual notification from Lender that any Financing Contingencies identified  
73 above have failed or otherwise cannot occur, Buyer shall promptly notify Seller, and the parties shall have 2 business days (two [2] if not filled  
74 in) following the date of Buyer's notification to Seller to either (a) Terminate this transaction by signing an OREF 057 **Termination Agreement** and/  
75 or such other similar form as may be provided by Escrow; or (b) Reach a written mutual agreement upon such price and terms that will permit this  
76 transaction to continue. Neither Seller nor Buyer is required under the preceding provision (b) to reach such agreement. If (a) or (b) fail to occur  
77 within the time period identified in this Section 3.2 (Failure of Financing Contingencies), this transaction shall be automatically terminated and all  
78 earnest money shall be promptly refunded to Buyer. Buyer understands upon termination of this transaction, Seller shall have the right to place the  
79 Property back on the market for sale upon any price and terms as Seller determines, in Seller's sole discretion.

80 **3.3 BUYER REPRESENTATION REGARDING FINANCING:** Buyer makes the following representations to Seller: (1) Buyer's completed loan  
81 application, as hereinafter defined, shall be submitted to the Lender who provided the Pre-Approval Letter, a copy of which has been delivered to  
82 Seller, or will be, pursuant to Section 2C (Pre-Approval Letter), above.

83 (2) Buyer shall submit to Buyer's Lender a completed loan application for purchase of the Property not later than 3 business days (three [3] if not  
84 filled in) following the date Buyer and Seller have signed and accepted this Agreement. A "completed loan application" shall include the following  
85 information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security number(s); (iv) the Property address; (v) an estimate of the value  
86 of the Property; and (vi) the loan amount sought.

87 (3) Buyer agrees if Buyer intends to proceed with the loan transaction, Buyer will so notify Lender within 3 business days (three [3] if not filled in - but not to  
88 exceed ten [10]) in such form as required by said Lender, following Buyer's receipt of Lender's Loan Estimate. Upon request, Buyer shall promptly notify  
89 Seller of the date of Buyer's signed notice of intent to proceed with the loan.

90 (4) Buyer will thereafter complete all paperwork requested by the Lender in a timely manner, and exercise best efforts (including payment of all  
91 application, appraisal and processing fees, where applicable) to obtain the loan.

Buyer Initials [Signature] Date 6/23/20

Seller Initials DS JB / \_\_\_\_\_ Date 6/24/2020 | 11:40 AM



Sale Agreement # 1111

- 92 (5) Buyer understands and agrees Buyer may not replace the Lender or Loan Program already selected, without Seller's written consent, which may
- 93 be withheld in Seller's sole discretion.
- 94 (6) Following submission of the loan application, Buyer agrees to keep Seller promptly informed of all material non-confidential developments
- 95 regarding Buyer's financing and the time of Closing.
- 96 (7) Buyer shall request the ordering of the Lender's appraisal no later than expiration of the Inspection Period at Section 10 of this Agreement, (or
- 97 Section 1 of the **OREF 058 Professional Inspection Addendum** if used).
- 98 (8) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan application
- 99 status.

100 **4.1 INSURANCE:** Buyer is encouraged to promptly verify the availability and cost of property/casualty/fire insurance that will be secured for the

101 Property. Additionally, lenders may require proof of property/casualty/fire insurance as a condition of the loan.

102 **4.2 FLOOD INSURANCE; ELEVATION CERTIFICATE:** If the Property is located in a designated flood zone, flood insurance may be required

103 as a condition of a new loan. Buyer is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation

104 Certificate ("EC") is the document used by the federal National Flood Insurance Program ("NFIP") to determine the difference in elevation between

105 a home or building, and the base flood elevation ("BFE"), which is a computed elevation to which floodwater is anticipated to rise during certain

106 floods. The amount of flood insurance premium for a particular property is based upon the EC. Not all properties in flood zones require an EC,

107 depending upon when they were constructed. ECs must be prepared and certified by a land surveyor, engineer, or architect who is authorized by

108 the local jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a thousand. **If the**

109 **Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, lenders may require an EC as**

110 **a condition of loan approval. For more information, go to the following website [www.fema.gov](http://www.fema.gov).**

111 **5. SELLER-CARRIED FINANCING (E.G., LAND SALE CONTRACT/TRUST DEED/MORTGAGE/OPTION AGREEMENTS, RENT-TO-OWN,**

112 **ETC.):** Notice to Buyer and Seller: If this transaction involves a land sale contract, trust deed, mortgage, option, or lease-to-own agreement

113 (hereinafter a "Seller Carried Transaction"), Oregon law requires, unless exempted, individuals offering or negotiating the terms must hold a

114 mortgage loan originator ("MLO") license. Your real estate agent is not qualified to provide these services or to advise you in this regard. Legal

115 advice is strongly recommended. If this is a Seller-Carried Transaction, Buyer and Seller are advised to review the OREF 032 Seller-Carried

116 Transactions Buyer and Seller Advisory. Buyer and Seller agree as follows (select only one):

- 117  (a) Use the **OREF 033 Seller-Carried Transaction Addendum** and related forms; or
- 118  (b) Secure separate legal counsel to negotiate and draft the necessary documents or employ an MLO

119 Seller and Buyer agree regardless of whether (a), or (b) is selected, they will reach a signed written agreement upon the terms and

120 conditions of such financing (e.g., down payment, interest rate, amortization, term, payment dates, late fees, balloon dates, etc.) within

121 \_\_\_ business days (ten [10] if not filled in) commencing on the next business day following the date they have signed and accepted this

122 Sale Agreement ("Negotiation of Terms Period"). Upon failure of Buyer and Seller to reach agreement by 5:00 p.m. on the last day of the Negotiation

123 of Terms Period, or such other times as may be agreed upon in writing, all earnest money deposits shall be refunded to Buyer

124 and this transaction shall be automatically terminated. **Caveat: Buyer's and Seller's Agents are not authorized to render advice on**

125 **these matters. Buyer and Seller are advised to secure competent legal advice while engaged in a Seller-Carried Transaction.**

126 **6. ADDITIONAL FINANCING PROVISIONS (e.g. Closing Costs):** \_\_\_\_\_

127 \_\_\_\_\_

128 \_\_\_\_\_

**CONTINGENCIES**

130 **7. TITLE INSURANCE:** When this Agreement is signed and accepted by Buyer and Seller, Seller will, at Seller's sole expense, promptly order from

131 the title insurance company selected at Section 16 (Escrow) below, a preliminary title report and copies of all documents of record ("the Report and

132 Documents of Record" for the Property, and furnish them to Buyer at Buyer's contact location as defined at Section 23.3 (Definitions/Instructions),

133 below. Unless otherwise provided herein, this transaction is subject to Buyer's review and approval of the Report and Documents of Record (**If,**

134 **upon receipt, the Report and Documents of Record are not fully understood, Buyer should contact the title insurance company for**

135 **further information or seek competent legal advice).** **The Buyer's and Seller's Agents are not qualified to advise on specific legal or title**

136 **issues.)** Upon receipt of the Report and Documents of Record Buyer shall have 5 business days (five [5] if not filled in) within which to notify

137 Seller, in writing, of any matters disclosed in the Report and Documents of Record which is/are unacceptable ("the Objections"). Buyer's failure to

138 timely object in writing shall constitute acceptance of the Report and/or Documents of Record. However, Buyer's failure to timely object shall not

Buyer Initials Date 6/23/20

DS  
Seller Initials / \_\_\_\_\_ Date 6/24/2020 | 11:40 AM

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VACANT LAND REAL ESTATE SALE AGREEMENT- Page 3 of 11



Sale Agreement # 1111

139 relieve Seller of the duty to convey marketable title to the Property pursuant to Section 21 (Deed), below. If, within **5** business days (five [5] if not  
140 filled in) following Seller's receipt of the Objections, Seller fails to remove or correct the matters identified therein, or fails to give written assurances  
141 reasonably satisfactory to Buyer of removal or correction prior to Closing, all earnest money shall be promptly refunded to Buyer, and this  
142 transaction shall be terminated. This contingency is solely for Buyer's benefit and may be waived by Buyer in writing. Within thirty (30) days after  
143 Closing, the title insurance company shall furnish to Buyer, an owner's standard form policy of title insurance insuring marketable title in the  
144 Property to Buyer in the amount of the Purchase Price, free and clear of the Objections, if any, and all other title exceptions agreed to be removed  
145 as part of this transaction. (Note: This Section 7 (Title Insurance) provides Seller will pay for Buyer's standard owner's policy of title  
146 insurance. In some areas of the country, such a payment might be regarded as a "seller concession." Under the TILA/RESPA Integrated  
147 Disclosure Rules ["The Rules"], there are limitations, regulations and disclosure requirements on "seller concessions", unless the  
148 product or service paid for by the Seller was one customarily paid by sellers in residential sales transactions. In Oregon, sellers  
149 customarily and routinely pay for their buyer's standard owner's policy of title insurance. Accordingly, unless the terms of this Section 7  
150 (Title Insurance) are modified in writing by Buyer and Seller, the parties acknowledge, agree and so instruct Escrow, in this transaction,  
151 Seller's payment of Buyer's standard owner's policy of title insurance is not a "seller concession" under the Rules or any other federal  
152 law.)

153 **8. INSPECTIONS/ENVIRONMENTAL HEALTH CONDITIONS:** The following list identifies some, but not all, environmental conditions found in and  
154 around all real property that may affect health: asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other contaminants  
155 in drinking water and well water, lead based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about  
156 these conditions or others, Buyer is encouraged to secure the services of a licensed professional inspector, consultant, or health expert, for  
157 information and guidance. Neither the Buyer's nor Seller's Agents are experts in environmental health hazards or conditions. Buyer understands it is  
158 advisable to have a complete inspection of the Property by qualified licensed professional(s), relating to such matters as soil  
159 condition/compaction/stability, environmental issues, survey, zoning, availability of utilities, and suitability for Buyer's intended purpose. Neither the Buyer's nor  
160 Seller's Agents are qualified to conduct such inspections and shall not be responsible to do so. For further details, Buyer is encouraged to review the Buyer  
161 Advisory at [www.oregonrealtors.org](http://www.oregonrealtors.org) and the Oregon Public Health Division at [www.oregon.gov](http://www.oregon.gov).

162 **Check only one box below:**

163  **LICENSED PROFESSIONAL INSPECTIONS:** At Buyer's expense, Buyer may have the Property and all elements and systems thereof inspected  
164 by one or more licensed professionals of Buyer's choice. Provided, however, Buyer must specifically identify in this Agreement any desired  
165 invasive inspections that may include testing or removal of any portion of the Property including, for example, radon and mold.  
166 Buyer shall have the right to enter the property and to conduct an investigation and a feasibility study of the suitability of the property for Buyer's  
167 intended use including, but not limited to, market feasibility, engineering and soils studies, investigation of zoning, subdivision, or other land use  
168 restrictions, and availability of utilities.

169 **Identify Invasive Inspections: SEE ADDENDUM A-1**

170 Buyer understands Buyer is responsible for the restoration of the Property following any inspection(s)/test(s) performed by Buyer or on Buyer's  
171 behalf. Buyer shall have \_\_\_\_\_ business days (ten [10] if not filled in), after the date Buyer and Seller have signed and accepted this Agreement  
172 (hereinafter "the Inspection Period"), in which to complete all inspections and negotiations with Seller regarding any matters disclosed in any  
173 inspection report. Buyer shall not provide all or any portion of the inspection reports to Seller unless requested by Seller. However, at any time  
174 during this transaction, or promptly following termination, upon request by Seller, Buyer shall promptly provide a copy of such reports or portions of  
175 reports, as requested. During the Inspection Period, Seller shall not be required to modify any terms of this Agreement already reached with Buyer.  
176 Unless a written agreement has already been reached with Seller regarding Buyer's requested repairs, at any time during the Inspection Period,  
177 Buyer may notify Seller, in writing, of Buyer's unconditional disapproval of the Property based on any inspection report(s), in which case, all earnest  
178 money deposits shall be promptly refunded, and this transaction shall be terminated. **If Buyer fails to provide Seller with written unconditional  
179 disapproval of any inspection report(s) by 5:00 P.M. of the final day of the Inspection Period, Buyer shall be deemed to have accepted the  
180 condition of the Property. Note if, prior to expiration of the Inspection Period, written agreement is reached with Seller regarding  
181 Buyer's requested repairs, the Inspection Period shall automatically terminate unless the parties agree otherwise in writing.**

182  **ALTERNATIVE INSPECTION PROCEDURES: OREF-058 PROFESSIONAL INSPECTION ADDENDUM**

183  **OTHER INSPECTION ADDENDUM \_\_\_\_\_**

184  **BUYER'S WAIVER OF INSPECTION CONTINGENCY:** Buyer represents to Seller and all Agents and Firms Buyer is fully satisfied with the condition  
185 of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the right to have any inspections performed as a  
186 contingency to the Closing of the transaction. Buyer's election to waive the right of inspection is solely Buyer's decision and at Buyer's own risk.

187 **9.1 PRIVATE WELL:** Does the Property include a well that supplies or is intended to supply domestic water for household use?  Yes  No.  
188 If the Property contains a private well, the **OREF 082 Private Well Addendum** will be attached to this Sale Agreement.

Buyer Initials  Date 6/23/20

Seller Initials <sup>DS</sup>  / \_\_\_\_\_ Date 6/24/2020 | 11:40 AM

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VACANT LAND REAL ESTATE SALE AGREEMENT- Page 4 of 11



Sale Agreement # 1111

189 **9.2 SEPTIC/ONSITE SEWAGE SYSTEM:** Does the Property include a septic/onsite sewage system?  Yes  No If the Property contains a  
190 septic/onsite sewage system, the **OREF 081 Septic/Onsite Sewage System Addendum** will be attached to this Sale Agreement.

191 **10.1 SELLER PROPERTY DISCLOSURE LAW:** Buyer and Seller acknowledg, subject to certain exclusions, Oregon's Seller Property Disclosure Law  
192 (ORS 105.462 - 105.490) applies only to real property transactions improved with 1-to-4 family dwellings, and does not apply to transactions involving vacant  
193 land.

194 **10.2 SELLER VACANT LAND DISCLOSURES:** Although not required by law, unless waived by Buyer in writing, Seller shall complete the OREF 019  
195 Vacant Land Disclosure Addendum (the "**Disclosure Addendum**") for delivery to all prospective buyers making offers to purchase the Property. The  
196 **Disclosure Addendum** addresses the current condition of the Property, and asks Seller to provide pertinent documents and information. Seller's answers  
197 are based solely upon Seller's actual knowledge of the condition of the Property, without necessarily having performed any inspections or tests.  
198 Notwithstanding receipt and review of Seller's completed **Disclosure Addendum**, Buyer is cautioned to exercise their own due diligence by using experts  
199 and specialists of Buyer's choice. Neither Seller's nor Buyer's Agents are experts or specialists in vacant land. As more fully described in the **Disclosure**  
200 **Addendum**, Buyer shall have a **right to revoke their offer if timely given in writing to Seller within the defined Revocation Period, which shall**  
201 **commence on the first business day following its date of delivery to Buyer. Unless waived below, until the Disclosure Addendum is delivered to**  
202 **Buyer with all relevant documents and information, the Revocation Period does not commence. This means that a Buyer can revoke the**  
203 **transaction at any time until said delivery and the Revocation Period has expired, or the time of closing, whichever first occurs.**

204 **Buyer(s) to check one box below:**  
205  Buyer's offer is conditioned upon receiving Seller's Vacant Land Disclosure Addendum within three business days following the date this Agreement is  
206 signed and accepted by the parties. Buyer **does not waive** the right of revocation provided therein.  
207  Buyer's offer is conditioned upon receiving Seller's Vacant Land Disclosure Addendum within three business days following the date this Agreement is  
208 signed and accepted by the parties. Buyer expressly **waives** the right of revocation provided therein.  
209  Buyer expressly **waives** the right to receive the Vacant Land Disclosure Addendum and all rights arising therefrom.

210 **SELLER REPRESENTATIONS**

211  
212 **11. SELLER REPRESENTATIONS: Subject to other written disclosures made by Seller as a part of this transaction, Seller makes the following**  
213 **representations to Buyer:**

214 (1) The Property is served by and/or connected to (check all that apply):  a public sewer system;  an onsite sewage system;  a  
215 public water system;  a private well and/or shared well;  other (e.g., surface springs, cistern, etc.) described: **NO SERVICES**  
216 **CONNECTED TO PROPERTY AT THE TIME OF OFFER**  none of the preceding.

217 (2) The Property will be in substantially its present condition at the time Buyer is entitled to possession.

218 (3) Seller has no notice of any liens or assessments to be levied against the Property.

219 (4) Seller has no notice from any governmental agency of a condemnation, environmental, zoning or similar proceeding, existing or  
220 planned, which could detrimentally affect the use, development, or value of the Property.

221 (5) Seller knows of no material defects in or about the Property.

222 (6) Seller has no notice from any governmental agency of any violation of law relating to the Property.

223 (7) Seller has no knowledge of any of the following matters affecting the use or operation of the Property: (a) past or present non-  
224 resource uses (e.g., cemeteries, landfills, dumps, etc.); (b) unrecorded access easements or agreements (e.g., for harvesting, fishing,  
225 hunting, livestock movement and pasture, etc.); (c) state or federal agreements/requirements regarding crops, grazing, reforestation,  
226 etc.; (d) supplier agreements, production processing commitments or other similar contracts.

227 (8) Well(s), water source(s), and/or water district resources have been adequate under Seller's current usage of the Property.

228 (9) Water rights (e.g., irrigation, agricultural), for not less than (Seller to complete) 6.95 acres, have been utilized and applied for  
229 beneficial use within the last five (5) years and are current and shall be transferred to Buyer at Closing. Water rights may be subject to  
230 certain conditions. Buyer should verify compliance with appropriate agency.

231 (10) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping,  
232 structures, driveways, and other such improvements) currently existing on the Property offered for sale and the legal description of the Property.

233 (11) Seller agrees to promptly notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in  
234 making any previously disclosed material information relating to the Property substantially misleading or incorrect.

Buyer Initials MS Date 6/23/20

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235 These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1) through (11)
236 are: NONE (For more exceptions see Addendum ).

237 Buyer acknowledges the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in lieu
238 of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where
239 appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for Buyer's intended use. Neither
240 the Buyer's nor Seller's Agents shall be responsible for conducting any inspection or investigation of any aspects of the Property.

241 12.1 SELLER ADVISORY: OREGON STATE TAX WITHHOLDING OBLIGATIONS: Subject to certain exceptions, Escrow is required to withhold a portion
242 of Seller's proceeds if Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to cooperate with Escrow by
243 executing and delivering any instrument, affidavit or statement as requested, and to perform any acts reasonable or necessary to carry out the provisions of
244 Oregon law.

245 12.2 FIRPTA TAX WITHHOLDING REQUIREMENT: Seller and Buyer are advised during Closing, a Federal law, known as the Foreign Investment
246 in Real Property Tax Act of 1980 ("FIRPTA"), requires a buyer to withhold a portion of a seller's proceeds (up to 15% of the Purchase Price) if the
247 real property is located within the United States and the seller is a "foreign person" who does not qualify for an exemption. A "foreign person"
248 includes a nonresident alien individual, foreign corporation that has not made an election under Section 897(i) of the Internal Revenue Code to be
249 treated as a domestic corporation, foreign partnership, foreign trust, or a foreign estate, but it does not include a resident alien individual.
250 If FIRPTA applies (i.e. Seller is a foreign person), even if there is an exemption, Buyer and Seller must so inform Escrow to determine the extent to
251 which Escrow can assist the parties in compliance with FIRPTA (see OREF 092 - FIRPTA Advisory). Seller's failure or refusal to comply with
252 FIRPTA requirements constitutes a material default under this Agreement.

253 If FIRPTA does not apply (i.e. Seller is not a foreign person), then Seller shall complete, sign, and deliver to Escrow a form of certification of non-
254 foreign status provided by escrow that complies with the requirements of 26 CFR § 1.1445-2 (the "Certificate") prior to Closing. If Seller fails or
255 refuses to complete, sign, and deliver the Certificate to Escrow prior to Closing, Seller understands and agrees Seller will be presumed to be a
256 foreign person in which case the terms of the above paragraph applies. Escrow is hereby instructed to act as a "Qualified Substitute" and provide
257 Buyer with a qualified substitute statement that complies with the requirements of 26 USC § 1445(b)(9) in lieu of the Certificate at Closing so Seller's
258 personal information is not disclosed to Buyer.

259 If Escrow is unable or unwilling to assist with the FIRPTA-related portion of the Closing (including, without limitation, providing the form Certificate or
260 acting as a Qualified Substitute), Buyer or Seller (as applicable) has the right, but not the obligation, to move Escrow to another Oregon licensed
261 escrow agent who is willing to assist with the FIRPTA-related portion of the Closing, in which case the parties' shall share equally in the cost of any
262 cancellation fees (if applicable). If, due to moving Escrow, this transaction cannot be closed by the Closing Date, the parties agree that the Closing
263 Date will be extended for a reasonable period of time not to exceed five (5) business days to accommodate moving the transaction to the new
264 escrow agent.

265 Seller's and Buyer's Agents are not experts in FIRPTA and will not act as a transferor or transferee agent or "Qualified Substitute" for purposes of the
266 Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with FIRPTA
267 related the law and regulations. For further information, Seller and Buyer should go to: www.irs.gov.

268 12.3 AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT OF 1978 ADVISORY: The Agricultural Foreign Investment Disclosure Act of 1978
269 requires that a foreign person who acquires, disposes of, or holds an interest in United States agricultural land shall disclose such transactions and holdings
270 to the Secretary of Agriculture in the manner prescribed in said regulations. Clients who are foreign persons should consult with their attorney regarding this
271 requirement.

272 13. "AS-IS": Except for Seller's express written agreements and written representations contained herein, and Seller's Property Disclosure, if
273 any, Buyer is purchasing the Property "AS-IS," in its present condition and with all defects apparent or not apparent.

274 MISCELLANEOUS ITEMS

275 14. TOWNHOME/PLANNED COMMUNITY/HOMOWNER'S ASSOCIATION: Is the property a townhome, in a planned community, or have a
276 Homeowner's Association? Yes No Unknown.

277 15. ADDITIONAL PROVISIONS: SEE ADDENDUM A-1
278
279
280
281

For additional provisions, see Addendum

Buyer Initials [Signature] Date 6/23/20

Seller Initials [Signature] / Date 6/24/2020 | 11:40 AM

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282

**CLOSING/ESCROW**

283 **16. ESCROW:** This transaction shall be Closed at Fidelity National Title ("Escrow"), a neutral escrow  
284 located in the State of Oregon. Costs of Escrow shall be shared equally between Buyer and Seller, unless otherwise provided herein. Unless otherwise  
285 provided herein, the parties agree as follows: Seller authorizes Listing Firm to order a preliminary title report and owner's title policy at Seller's expense and  
286 further authorizes Escrow to pay out of the cash proceeds of sale the expense of furnishing such policy, Seller's recording fees, Seller's Closing costs and any  
287 encumbrances on the Property payable by Seller on or before Closing. Buyer shall deposit with Escrow sufficient funds necessary to pay Buyer's recording  
288 fees, Buyer's Closing costs, and lender's fees, if any. Real estate fees, commissions or other compensation for professional real estate services provided by  
289 Buyer's or Seller's Agents' Firms shall be paid at Closing in accordance with the listing agreement, buyer representation agreement or other written  
290 agreement for compensation.

291 **17. PRORATIONS:** Prorates for rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the  
292 Property shall be as of: (check one)  the Closing Date;  date Buyer is entitled to possession; or  \_\_\_\_\_.

293 **18.1 EARNEST MONEY DEPOSIT(S) AND BUYER INSTRUCTIONS:** When this Sale Agreement is signed and accepted by Buyer and Seller, the following  
294 instructions shall apply to the handling of Buyer's earnest money deposit in the sum of \$ 2,500.00 ("the Deposit").

295 **18.2** The Deposit shall be payable by wire transfer or check and deposited within \_\_\_\_ (three [3] if not filled in) business days (the "Deposit Deadline") as  
296 follows (check all that apply):

- 297  Directly with Escrow;
- 298  Directly into Buyer's Agent's Firm's client trust account and remain there until disbursement at Closing; and/or
- 299  Directly into Buyer's Agent's Firm's client trust account and thereafter deposit with Escrow/Title Company prior to Closing;
- 300  As follows: \_\_\_\_\_

301 Caution: The Deposit, payable by whatever method selected by Buyer above, shall be placed with Escrow or Buyer's Agent's Firm's Client Trust account no  
302 later than 5:00 pm on the last day of the Deposit Deadline. The failure to do so may result in a breach of the Sale Agreement under Sections 19.2 and 19.3  
303 (Earnest Money Refund to Buyer and Earnest Money Payment to Seller), below.

304 If an additional Deposit ("Additional Deposit") is to be paid, it shall be handled in accordance with the above-selected instructions, or (Describe):  
305 \_\_\_\_\_  
306 \_\_\_\_\_

307 *Once the Deposit, and Additional Deposit, if any, is/are placed with Escrow, Seller's and Buyer's Agents and Firms shall have no further responsibility*  
308 *to Buyer or Seller regarding said funds.*

309 **19.1 EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW:** Escrow is hereby instructed by Buyer and Seller as follows: (1) Upon your  
310 receipt of a copy of this Agreement marked "rejected" by Seller, or Seller's Agents Firm's written advice that the offer is "rejected" by Seller, you are  
311 to refund all earnest money to Buyer; (2) Upon your receipt of a copy of this Agreement signed by Buyer and Seller establish an escrow account and  
312 proceed with Closing in accordance with the terms of this Agreement. If you determine the transaction cannot be Closed for any reason (whether or  
313 not there is a dispute between Buyer and Seller), you are to hold all earnest money deposits until you receive written instructions from Buyer and  
314 Seller, or a final ruling from a court or arbitrator, as to the disposition of such deposits.

315 **19.2 EARNEST MONEY REFUND TO BUYER:** If (1) Seller does not approve this Agreement; or (2) Seller signs and accepts this Agreement but  
316 fails to furnish marketable title; or (3) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (4) any  
317 condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer, then  
318 all earnest money deposits shall be promptly refunded to Buyer. However, acceptance by Buyer of the refund shall not constitute a waiver of other  
319 legal remedies available to Buyer.

320 **19.3 EARNEST MONEY PAYMENT TO SELLER:** If Seller signs and accepts this Agreement and title is marketable; and (1) Buyer has materially  
321 misrepresented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money or fails to timely make  
322 an wire transfer for Buyer's earnest money; or (3) Buyer fails to complete this transaction in accordance with the material terms of this Agreement,  
323 then Seller, at Seller's option, may terminate this Agreement and all earnest money paid or agreed to be paid shall be paid to Seller as liquidated  
324 damages. The parties expressly agree Seller's economic and non-economic damages arising from Buyer's failure to close this transaction in  
325 accordance with the terms of this Agreement would be difficult or impossible to ascertain with any certainty, and said earnest money deposit(s) identified  
326 herein shall represent a binding liquidated sum, and it is a fair, reasonable and appropriate pre-estimate of Seller's damages, and is not a penalty. **It is**  
327 **the intention of the parties, the Seller's sole remedy against Buyer for Buyer's failure to close this transaction in accordance with the**

Buyer Initials [Signature] Date 6/23/20

Seller Initials DS JB / \_\_\_\_\_ Date 6/24/2020 | 11:40 AM

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328 material terms of this Agreement shall be limited to the amount of earnest money paid or agreed to be paid herein. Seller's right to recover
329 from Buyer any unpaid earnest money agreed to be paid herein shall be in accordance with the provisions of the Dispute Resolution
330 Sections below.

331 20.1 CLOSING: Closing shall occur on a date mutually agreed upon between Buyer and Seller, but in no event later than 09/15/2020 ("the Closing
332 Deadline"). The terms "Closed", "Closing" or "Closing Date" shall mean when the deed or contract is recorded and funds are available to Seller. Buyer and
333 Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow prior to that date.
334 Caveat: Section 5 (Seller-Carried Financing) requires three (3) days prior to the Closing Deadline if Escrow is to prepare a note and a deed of trust or
335 mortgage.

336 20.2 THE CLOSING DISCLOSURE: If the Property will be used, or is expected to be used, as Buyer's primary residence, and lender financing is
337 involved, pursuant to the federal TILA-RESPA Integrated Disclosure Rules ("TRID"), Buyer and Seller will each receive a federally-required
338 document called a "Closing Disclosure", which, among other things, summarizes each party's closing costs. TRID requires the Closing
339 Disclosure must be received by a residential loan borrower at least three (3) business days prior to "consummation" of the transaction, which in
340 most cases in Oregon will be the date on which Buyer signs the loan documents. Under certain circumstances, a change to the Closing Disclosure
341 late in the transaction could result in a delay in Closing to comply with the three business day rule. Such a delay beyond the Closing Deadline
342 could result in termination of the transaction unless Seller and Buyer mutually agree to extend it.

343 20.3 NOTICE REGARDING TITLE INSURANCE COSTS: The manner in which TRID requires title insurance costs to be disclosed differs from the actual
344 costs that may be charged to the parties under Oregon law. In such instances, at Closing, Escrow may issue a separate statement showing the actual costs
345 for an owner's policy of title insurance and, where applicable, the lender's policy of title insurance. Seller and Buyer are encouraged to discuss this with
346 Escrow prior to Closing.

347 21. DEED: Seller shall convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or trustee's or
348 similar legal fiduciary's deed, where applicable) free and clear of all liens of record, except property taxes that are a lien but not yet payable, zoning
349 ordinances, building and use restrictions, reservations in federal patents, easements of record that affect the Property, covenants, conditions and restrictions
350 of record, and those matters accepted by Buyer pursuant to Section 7 (Title Insurance). If Buyer's title will be held in the name of more than one person see
351 Section 30 (Offer to Purchase) regarding forms of co-ownership.

352 22. POSSESSION: Seller shall deliver possession of the Property to Buyer (select one):

- 353 (1)  by 5:00 p.m. on Closing;
- 354 (2)  by \_\_\_\_\_ a.m.  p.m. \_\_\_\_\_ days after Closing;
- 355 (3)  by \_\_\_\_\_ a.m.  p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

356 DEFINITIONS/INSTRUCTIONS

- 357 23. DEFINITIONS/INSTRUCTIONS: (1) Buyer and Seller: Any reference to Buyer and Seller in this agreement shall include singular and plural.
- 358 (2) All references in this Sale Agreement to "Agent" and "Firm" shall refer to Buyer's and Seller's real estate agents licensed in the State of Oregon
- 359 and the respective real estate companies with which they are affiliated.
- 360 (3) Time is of the essence of this Agreement.
- 361 (4) Except as provided in Section 7 (Title Insurance), above, all written notices or documents, required or permitted under this Agreement to be
- 362 delivered to Buyer or Seller may be delivered to their respective Agent with the same effect as if delivered to that Buyer or Seller. Upon opening of
- 363 this transaction with the title company identified at Section 16 (Escrow), above, Buyer, Seller, and their respective Agents, where applicable, shall
- 364 provide escrow with their preferred means of notification (e.g., email or text address, facsimile number, or mailing or personal delivery address, or
- 365 other), which shall serve as the primary location for receipt of all notices or documents (hereinafter, "Contact Location")
- 366 (5) Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section, above are not parties to this Agreement but are subject to Section
- 367 29.3 (Mediation and Arbitration Involving Agents/Firms).
- 368 (6) A "business day" shall mean Monday through Friday, except recognized state and/or federal holidays.
- 369 (7) Any reference in the Agreement to a specific time shall refer to the time in the time zone where the Property is located.
- 370 (8) "Agreement" or "sale agreement" collectively shall be defined as this real estate sale agreement in its entirety and includes any written offer,
- 371 counteroffer, or addendum in any form or language that adds to, amends or otherwise modifies this real estate sale agreement that has been signed
- 372 and accepted in accordance with the requirements of item 8 herein.

Buyer Initials Date 6/23/20

Seller Initials JB / Date 6/24/2020 | 11:40 AM

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373 (9) The phrase "signed and accepted" in the printed text of this Sale Agreement, or any addendum or counteroffer, however designated  
374 (collectively, "the Agreement" or "the Sale Agreement"), shall mean the date and time either the Seller and/or Buyer has/have: (a) Signed their  
375 acceptance of the Agreement received from the other party, or their Agents, and (b) Transmitted it to the sending party, or their Agent, either by  
376 manual delivery ("Manual Delivery"), facsimile or electronic mail (collectively, "Electronic Transmission"). When the Agreement is "signed and  
377 accepted" as defined herein, the Agreement becomes legally binding on Buyer and Seller, and neither has the ability to withdraw their offer or  
378 counteroffer, as the case may be.

379 (10) The sending of a signed acceptance of the Agreement via Electronic Transmission from one party, or their Agent, to the other party, or their  
380 Agent, shall have the same effect as Manual Delivery of the signed original. If the parties intend to use any other method for transmitting a signed  
381 offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should so specify at Section 15 (Additional  
382 Provisions) of this Sale Agreement.

383 (11) Time calculated in days after the date Buyer and Seller have signed and accepted this Agreement shall start on the first full business day after  
384 the date they have signed and accepted it.

385 (12) This Agreement is binding upon the heirs, personal representatives, successors and assigns of Buyer and Seller. However, Buyer's rights under  
386 this Agreement or in the Property are not assignable without prior written consent of Seller.

387 (13) This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the same document.

388 (14) Unless a different time is specified in the Agreement, all deadlines for performance, measured in business or calendar days, shall terminate as  
389 of 5:00 p.m. on the last day of that deadline, however designated.

390 (15) Notice. As used in this Agreement and any document relating to this Agreement, "Notice" shall mean the providing of a true and accurate copy  
391 of the document to the other party or their Agent. Notice shall be deemed delivered as of (a) the date and time the notice is sent by email or fax, (b)  
392 the time the notice is personally delivered to either the Agent or the Agent's Office, or (c) three (3) calendar days after the date the notice is mailed.

393 **24. APPROVED USES:** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING  
394 STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS WHICH, IN FARM OR FOREST ZONES, MAY NOT  
395 AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS  
396 DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE  
397 SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11,  
398 CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8,  
399 OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY  
400 SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THE UNIT OF LAND BEING TRANSFERRED  
401 IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR  
402 PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING  
403 PROPERTY OWNERS, IF ANY, UNDER ORS 195.300,195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS  
404 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

405 **25. IRC 1031 EXCHANGE:** In the event Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to cooperate with  
406 them, and the accommodator, if any, in a manner necessary to complete the exchange, so long as it will not delay the Close of escrow or cause additional  
407 expense or liability to the cooperating party. Unless otherwise provided herein, this provision shall not become a contingency to the Closing of this transaction.

408 **26. LEVY OF ADDITIONAL PROPERTY TAXES:** The Property: (check one)  is  is not specially assessed for property taxes (e.g., farm, forest or other)  
409 in a way resulting in the levy of additional taxes in the future. If it is specially assessed, Seller represents the Property is current as to income or other  
410 conditions required to preserve its deferred tax status. If, as a result of Buyer's actions or the Closing of this transaction, the Property either is disqualified from  
411 special use assessment or loses its deferred property tax status, unless otherwise specifically provided in this Agreement, Buyer shall be responsible for and  
412 shall pay when due, any deferred and/or additional taxes and interest levied against the Property and shall hold Seller completely harmless therefrom.  
413 However, if as a result of Seller's actions prior to Closing, the Property either is disqualified from its entitlement to special use assessment or loses  
414 its deferred property tax status, Buyer may, at Buyer's sole option, promptly terminate this transaction and receive a refund of all deposits paid by Buyer in  
415 anticipation of Closing; or Close this transaction and hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest that may be  
416 levied or recaptured against the Property and shall hold Buyer completely harmless therefrom. The preceding shall not be construed to limit Buyer's or Seller's  
417 available remedies or damages arising from a breach of this Section 26 (Levy of Additional Property Taxes).

Buyer Initials MS Date 6/23/20

Seller Initials JB / <sup>DS</sup> Date 6/24/2020

11:40 AM



Sale Agreement # 1111

**DISPUTE RESOLUTION**

418 **27. FILING OF CLAIMS:** All claims, controversies and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or  
419 interpretation of this Sale Agreement (including those for rescission), as well as those relating to the validity or scope of the Sale Agreement, and all  
420 matters concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability (hereinafter  
421 collectively referred to as "Claims"), shall be exclusively resolved in accordance with the procedures set forth herein, which shall survive Closing or  
422 earlier termination of this transaction. All Claims shall be governed exclusively by Oregon law, and venue shall be placed in the county where the  
423 real property is situated. Filing a Claim for arbitration shall be treated the same as filing in court for purposes of meeting any applicable statutes of  
424 limitation or statute of ultimate repose, and for purposes of filing a *lis pendens*. BY CONSENTING TO THE PROVISIONS HEREIN, BUYER AND SELLER  
425 ACKNOWLEDGE THEY ARE GIVING UP THE CONSTITUTIONAL RIGHT TO HAVE CLAIMS TRIED BY A JUDGE OR JURY IN STATE OR FEDERAL COURT,  
426 INCLUDING ALL ISSUES RELATING TO THE ARBITRABILITY OF SAID CLAIMS.

427 **28. EXCLUSIONS:** The following shall not constitute Claims: (1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract  
428 or recorded construction lien; (2) A forcible entry and detainer action (eviction); (3) If the matter is exclusively between REALTORS® and is  
429 otherwise required to be resolved under the Professional Standards Ethics and Arbitration provisions of the National Association of REALTORS®;  
430 (4) If the matter relates to a commission or fee with an Agent or Firm, and the written listing, service or fee agreement with Buyer or Seller  
431 contains a mandatory mediation and/or arbitration provision; and (5) Filing in court for the issuance of provisional process described under the  
432 Oregon Rules of Civil Procedure, provided, however, such filing shall not constitute a waiver of the right or duty to utilize the dispute resolution  
433 procedures described herein for the adjudication of any Claims.

434 **29.1 SMALL CLAIMS BETWEEN BUYER AND SELLER:** All Claims between Buyer and Seller, within the jurisdiction of the Small Claims  
435 Court of the county in which the property is located, shall be brought and decided there, in lieu of mediation, arbitration or litigation in any other  
436 forum. Notwithstanding ORS 46.455(3), neither Buyer nor Seller shall have a right to request a jury trial and so remove the matter from the Small  
437 Claims Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

438 **29.2 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER:** If Buyer's and/or Seller's Agent is a member of the National Association  
439 of REALTORS®, all Claims shall be submitted to mediation as offered by the local Realtor Association, if available. If mediation is not available  
440 through the Agent's Realtor® organization, then all Claims shall be submitted to mediation through the program administered by Arbitration Service  
441 of Portland ("ASP"). All Claims that have not been resolved by mediation as described herein shall be submitted to final and binding arbitration in  
442 accordance with the then-existing rules of ASP. The prevailing party in any arbitration between Buyer and Seller shall be entitled to recovery of all  
443 reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party shall not be  
444 entitled to any award of attorney fees unless it is first established to the satisfaction of the arbitrator(s) (or judge, if applicable) the prevailing party  
445 offered or agreed in writing to participate in mediation prior to, or promptly upon, the filing for arbitration.

446 **29.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS:** All Claims that include Agents or their Firms shall be resolved in  
447 accordance with the mediation and arbitration process described in Section 29.2 (Mediation and Arbitration Between Buyer and Seller) above, and  
448 if applicable, the prevailing party shall be entitled to an award of attorney fees, filing fees, cost, disbursements, and mediator and arbitrator fees, as  
449 provided therein.

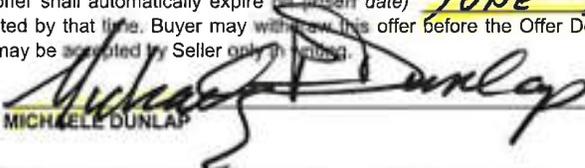
**SIGNATURE INSTRUCTIONS**

451 **30. OFFER TO PURCHASE:** Buyer offers to purchase the Property upon the terms and conditions set forth in this Agreement. Buyer  
452 acknowledges receipt of a completely filled in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges  
453 Buyer has not relied upon any oral or written statements, made by Seller or any Agents that are not expressly contained in this Agreement. Neither  
454 Seller nor any Agent(s) warrant the square footage of any structure or the size of any land being purchased. If square footage or land size is a  
455 material consideration, all structures and land should be measured by Buyer prior to signing, or should be made an express contingency in this  
456 Agreement.

457 Deed or contract shall be prepared in the name of MICHAELE DUNLAP AND/OR ASSIGNS

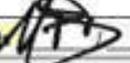
458 **Co-Ownership Note:** Buyer should secure advice from an expert or attorney regarding different forms of co-ownership and rights of survivorship.  
459 Agents are not qualified to provide advice on these issues. Once the form of ownership is determined, Buyer should promptly notify Escrow.

460 This offer shall automatically expire on (insert date) JUNE 29<sup>th</sup> at 2020  a.m.  p.m., (the "Offer Deadline"), if not  
461 accepted by that time. Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. This  
462 offer may be accepted by Seller only in writing.

463 Buyer  Date 6/23/20 a.m. p.m. ←  
MICHAELE DUNLAP

464 Buyer \_\_\_\_\_ Date \_\_\_\_\_ a.m. p.m. ←

465 Address 17750 Leafy Ln Lake Oswego OR Zip 97034-6931

Buyer Initials  Date 6/23/20 Seller Initials JB / Date 6/24/2020 | 11:40 AM

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VACANT LAND REAL ESTATE SALE AGREEMENT- Page 10 of 11



Sale Agreement # 1111

466 Phone #1 \_\_\_\_\_ Phone #2 \_\_\_\_\_ E-mail \_\_\_\_\_

467 This offer was delivered/transmitted to Seller for signature on (insert date) 6-23-2020 at 3:47 <sup>DS</sup>  a.m.  p.m.,  
468 By Kasra Shakerin by e-mail KS (Agent(s) presenting offer).

469 31. AGREEMENT TO SELL / ACKNOWLEDGEMENTS / DISPOSITION OF EARNEST MONEY: Seller accepts Buyer's offer. Seller acknowledges  
470 receipt of a completely filled-in copy of this Agreement, which Seller has fully read and understands. Seller acknowledges Seller has not  
471 relied upon any oral or written statements of Buyer or of any Agent(s) that are not expressly contained in this Agreement.

472 Seller Jacquie Betz Date 6/24/2020 | 11:40 AM PDT  
CITY OF GLADSTONE a.m. \_\_\_ p.m. ←

473 Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_ p.m. ←

474 Address \_\_\_\_\_ Zip \_\_\_\_\_

475 Phone #1 \_\_\_\_\_ Phone #2 \_\_\_\_\_ E-mail \_\_\_\_\_

476 Note: If delivery/transmission occurs after the Offer Deadline identified at Section 30 (Offer to Purchase), above, it will not  
477 become binding upon Seller and Buyer unless the parties agree to extend said Deadline by an Addendum, Counteroffer, or other  
478 writing, jointly signed by the parties. The parties' failure to do so shall be treated as a rejection under Section 32 (Seller's  
479 Rejection), below, and this transaction shall be automatically terminated.

480 32. SELLER'S REJECTION/COUNTER OFFER (select only one):  Seller does not accept the above offer, but makes the attached counter offer;  
481  Seller rejects Buyer's offer.

482 Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_ p.m. ←  
CITY OF GLADSTONE

483 Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_ p.m. ←

484 Address \_\_\_\_\_ Zip \_\_\_\_\_

485 Phone #1 \_\_\_\_\_ Phone #2 \_\_\_\_\_ E-mail \_\_\_\_\_

486 **NO CHANGES OR ALTERATIONS ARE PERMITTED TO ANY PORTION OF THE PRE-PRINTED FORMAT OR TEXT OF THIS FORM. ANY**  
487 **SUCH PROPOSED CHANGES OR ALTERATIONS SHOULD BE MADE ON A SEPARATE DOCUMENT. CHANGES BY BUYER'S OR**  
488 **SELLER'S AGENT TO THE TERMS OR PROVISIONS ABOVE BUYER'S SIGNATURE SHOULD ALSO BE ON A SEPARATE DOCUMENT.**

Buyer Initials [Signature] Date 6/23/20

Seller Initials JB / \_\_\_\_\_ Date 6/24/2020 | 11:40 AM

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VACANT LAND REAL ESTATE SALE AGREEMENT- Page 11 of 11



Sale Agreement # 1111  
Addendum # A-1

### ADDENDUM TO REAL ESTATE SALE AGREEMENT (2 pg)

1 This is an Addendum to:  Real Estate Sale Agreement  Seller's Counter Offer  Buyer's Counter Offer

2 Buyer: MICHAELE DUNLAP

3 Seller: CITY OF GLADSTONE

4 The real property described as: TAX ID # 00545663, Oregon City, OR 97207

5 SELLER AND BUYER HEREBY AGREE THE FOLLOWING SHALL BE A PART OF THE REAL ESTATE SALE AGREEMENT REFERENCED ABOVE.

6 1- Buyer to to complete feasibility study by August 15-2020. In the event of buyer's disapproval of the feasibility study results, buyer's  
7 earnest money to be returned to buyer & transaction to become null and void.

8  
9 2- Buyer & buyers contractors have access to the property for the purpose pf the feasibility study. All contractors entering the property  
10 on behalf of the buyer will be licensed, bonded & insured & will comply with all seller release of liability forms.

11  
12 3- Seller to provide within 5 days after mutual acceptance & at no cost to buyer, all information at seller's disposal including all  
13 geotechnical reports, surveys, arborist reports, historical reports and documents and all other records pertaining to the property.

14  
15 4- buyer is aware that Kasra Shakerin is the listing agent for the City of Gladstone & represents the seller in this transaction.

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Buyer Initials MD Date 6/23/20

Seller Initials DS JB / Date 6/24/2020

11:40 AM

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71 Buyer Signature *Michaele Dunlap* Date 6/23/20 a.m. \_\_\_ p.m. ←  
MICHAELE DUNLAP

72 Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_ p.m. ←

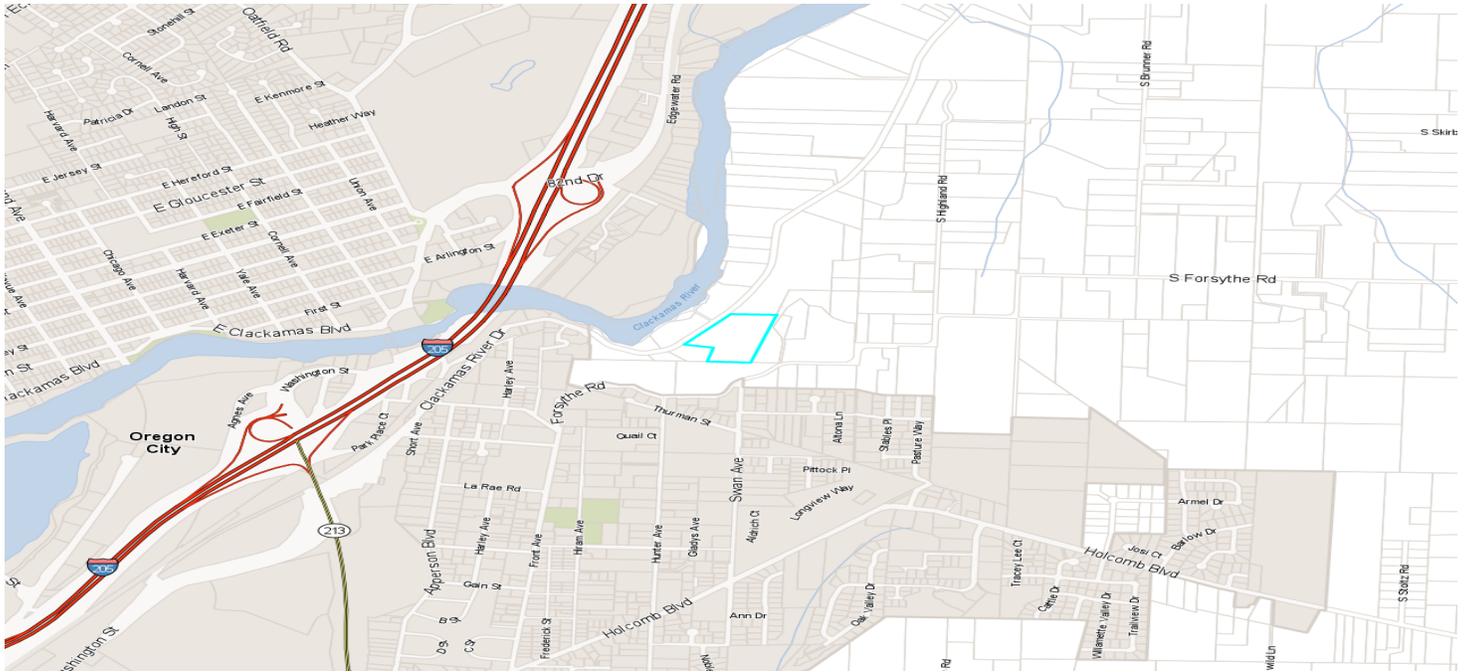
73 Seller Signature *Jacque Bets* Date 6/24/2020 | 11:40 AM PDT a.m. \_\_\_ p.m. ←  
DocuSigned by:  
 CITY OF GLADSTONE  
 BCF4D33CF53D475...

74 Seller Signature \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_ p.m. ←

75 Buyer's Agent Kasra Shakerin Seller's Agent NON-RMLS

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**Primary Address:** No Situs  
**Jurisdiction:** Clackamas County (<http://www.clackamas.us/>)  
**Map Number:** 22E21C  
**Taxlot Number:** 22E21C 03500  
**Parcel Number:** 00545663  
**Census Tract:** 022301

**Assessment**

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**Estimated Acres:** 7.18  
**Current Year Assessed Value:** \$28,555.00  
**Market Building Value:** \$0.00  
**Market Land Value:** \$61,189.00

11/7/2017

Clackamas County

**Market Total Value:** \$61,189.00

**Taxcode:** 062003

## Schools

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### Elementary School

Holcomb Elementary (<http://schools.orecity.k12.or.us/holcomb/>)  
Oregon City  
14625 Holcomb Blvd, Oregon City, 97045  
503-785-8100

### Middle School

Ogden Middle (<http://www.orecity.k12.or.us/schools/ogden>)  
Oregon City  
14133 S Donovan Rd, Oregon City, 97045  
503-785-8300

### High School

Oregon City High (<http://ochspioneers.org/>)  
Oregon City  
19761 S Beaver Creek Rd, Oregon City, 97045  
503-785-8900

## Public Safety

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### Nearest Fire Station

Holcomb Station #9  
300 Longview Way, Oregon City 97045  
Clackamas RFPD #1

### Nearest Police Station

Clackamas County Sheriff

## Zoning & Development

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<http://cmap.clackamas.us/maps/cmap?maptaxlot=22E21C%2003500>

2/5

11/7/2017

Clackamas County

Designation: RRFF5  
Urban Growth Boundary: OUTSIDE

## Voting

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**Voting Precinct:** 513  
**State House District:** 39  
**State Senate District:** 20  
**Congressional District:** 3

## Utilities & Districts

---

### Cable Provider

Comcast of Oregon II, Inc.

### Community Planning Organization

Holcomb-Outlook

### Sanitary Hauler

Oregon City Garbage Co. (<http://www.clackamas.us/recycling/garbage.html>)  
Rural Fee Zone

### School District

Oregon City (<http://www.orecity.k12.or.us>)

## Environmental & Hazards

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### Flood

Lies within or near FEMA special flood hazard zone.

### Wildfire

You may be at moderate risk.

### Earthquake Hazard

<http://cmap.clackamas.us/maps/cmap?maptaxlot=22E21C%2003500>

3/5

11/7/2017

Clackamas County

You may be at a higher risk.

**Soils**

92F - Xerochrepts And Haploxerolls, Very Steep  
56 - Mcbee Silty Clay Loam  
71B - Quatama Loam, 3 To 8 Percent Slopes

**Approximate Elevation**

161.00 ft

**North Folk Dam Failure**

You may be at flood risk if dam fails

**River Mill Dam Failure**

You may be at flood risk if dam fails

**Timothy Dam Failure**

You may be at flood risk if dam fails

**Parks**

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**Nearby**

Billy Goat Island  
Clackamas River Dr/Clackamas River, Clackamas County  
**0.21 miles**  
Clifford Stocker Park (<https://www.ci.gladstone.or.us/publicworks/page/stocker-park>)  
Clarendon St at 82nd Dr, Gladstone  
**0.58 miles**  
Cross Park (<https://www.ci.gladstone.or.us/publicworks/page/cross-park>)  
Along the Clackamas River, Gladstone  
**0.66 miles**  
High Rocks Park (<https://www.ci.gladstone.or.us/publicworks/page/high-rocks-park>)  
82nd Dr, Gladstone  
**0.48 miles**  
Park Place Park (<http://www.orcity.org/parksandrecreation/park-place-park>)  
16180 Front Ave, Oregon City  
**0.53 miles**

## Documents

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### District Maps

Voting Precinct (<http://clackamas.us/elections/documents/districts/pct513.pdf>)  
State House District (<http://clackamas.us/elections/documents/districts/rep39.pdf>)

### Assessor Documents

Taxmap - 2S2E21C ([http://cmap.clackamas.us/taxmap/03\\_2s2e21c.pdf](http://cmap.clackamas.us/taxmap/03_2s2e21c.pdf))

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# City of Gladstone Staff Report

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Report Date: September 1, 2020  
Meeting Date: September 8, 2020  
To: Gladstone City Council  
From: Jacque Betz, City Administrator

## AGENDA ITEM

Approval of International Association of Firefighters (IAFF) Local 1159 & City of Gladstone Collective Bargaining Agreement effective upon ratification 2020-2023.

### History/Background

City's negotiations team - Ashley Driscoll, City Attorney  
Nancy McDonald, Human Resources Consultant  
Rick Huffman, Fire Chief

GPA negotiations team – Mark Corless, President IAFF Local 1159  
Tighe Vroman, Gladstone Fire Captain

IAFF Local 1159 unionized in late 2019 and represents the four fire captains in the Fire Department.

Both teams met in good-faith on June 1st, June 8th, June 15th, June 29th, July 8th and August 3<sup>rd</sup> and participated in negotiations for an initial collective bargaining agreement (CBA) between the City of Gladstone and the IAFF Local 1159.

The City's negotiation team held an executive session June 9, 2020 and July 30, 2020 with members of the City Council (except for Mayor Tammy Stempel) to discuss details of the CBA.

The proposed CBA includes a 3% wage increase upon ratification and increased holiday time for captains working 56-hour shifts (currently 3 of the 4 captains) to bring the captains in-line with other similarly situated employees in other jurisdictions and other City of Gladstone employees. The parties also agreed to discuss wages and insurance for the last two years of the CBA in February 2021. The costs impacts are within the current 2019-2021 adopted budget.

The union members voted unanimously to ratify the CBA. The last step is for the City Council to ratify. If the City Council does so, the CBA will go into effect immediately.

### Proposal

Staff requests City Council review the attached proposed CBA and if acceptable, direct staff to execute a final copy of the CBA with the bargaining team.

**Recommended Staff Action**

Staff recommends the Council approve this CBA.

---

**Options**

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

**Recommended Staff Action**

Approval of International Association of Firefighters (IAFF) Local 1159 & City of Gladstone Collective Bargaining Agreement effective upon ratification 2020-2023.

Department Head  
Signature

Date

  
City Administrator  
Signature

9-2-2020

Date

AGREEMENT

BY & BETWEEN

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

LOCAL 1159

AFL-CIO-CLC



AND



CITY OF GLADSTONE

EFFECTIVE

Upon ratification

TO

JUNE 30, 2023

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## **PREAMBLE**

It is the purpose of this Agreement to achieve, maintain, and support harmonious labor relations between the parties and with partner agencies. It is also intended to provide a means to handle labor relations, promote efficiencies, esprit-de-corps, safety, agreements, and routine business in a professional manner.

With this in mind, the parties commit to working together on labor relations issues in an environment of mutual respect, communication, and candor, while acknowledging the respective rights and responsibilities of the Employer and the Union.

## **ARTICLE 1 - RECOGNITION**

- 1.1 This collective bargaining agreement ( "Agreement") by and between the City of Gladstone ("City") and Professional Fire Fighters Association IAFF Local 1159 ("Local" or "Union") recognizes Union as the sole and exclusive representative for the classification of Captain in the Gladstone Fire Department and sets forth the parties' agreement with regard to wages, hours, and other conditions of employment for this bargaining unit. Employees promoting out of the bargaining unit shall maintain bump back rights for twelve (12) months.
- 1.2 If a new classification is added to the bargaining unit by the City, the Union shall be provided with the City's proposed rate of pay and a copy of the position description. That rate shall become permanent unless the Union files written notice of its desire to negotiate the permanent rate within ten (10) calendar days from the date it receives its notification of the classification. If a request for negotiations is filed by the Union, the parties shall begin negotiations on the rate of pay within fifteen (15) calendar days. If there is disagreement between the parties as to the exclusion of a new position from the bargaining unit, such issue will be subject to the procedures of the Employment Relations Board.
- 1.3. The use of "days" in this Agreement always means calendar days.

## **ARTICLE 2 – DISCRIMINATION**

- 2.1 The City and the Union agree that each will fully comply with all applicable laws and regulations against any employee or applicant for employment because of race, religion, color, national origin, sex, age, sexual orientation, union affiliation, or mental or physical handicap.

- 2.2** Any reference of gender shall apply to all genders and individual's preference and pronouns.
- 2.3** Violation of the this Article shall not be subject to the Grievance Procedure outlined in Article 24.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.1** The responsibility for management of the City and the direction of the Fire Department rests solely with the City and is not subject to the Grievance Procedure specified in Article 24. The City retains all the customary, usual, and exclusive rights, decision-making prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the City or any part of it.
- 3.2** Without limitation, but by way of illustration, except as subject to ORS 243.650 et seq. and/or abridged by specific provisions of this Agreement or statute, the exclusive prerogatives, functions and rights of the City include but are not limited to:
- A. Establishing and directing the activities of the Fire Department and its employees;
  - B. Determining standards and levels of service and methods of operation, including subcontracting, staffing, and closing, liquidating, or establishing an office branch, operation or facility or combination of facilities or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons;
  - C. Introducing new equipment;
  - D. Establishing, revising and implementing standards for hiring, promoting, transferring and laying off employees;
  - E. Disciplining and discharging employees for just cause;
  - F. Promulgating, developing or retiring policies and procedures; and
  - G. Determining work schedules and assigning work.

### **ARTICLE 4 – UNION BUSINESS AND ASSOCIATION**

- 4.1** Within thirty (30) days of this Agreement or within thirty (30) days of hire, each bargaining unit employee will, as a condition of employment, get ninety (90) minutes of orientation and their rights to join the Union.
- 4.2** Employees' work performance shall not be interfered with due to Union business or Union activity. However, the City will allow one designated Union

representative reasonable time to engage in the following Union activities during work hours without loss of compensation or benefits:

- A. Investigate and process grievances and other workplace-related complaints;
- B. Attend investigatory meetings, hearings, and other due process proceedings involving Union employees;
- C. Participate in or prepare for proceedings under PECBA that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings, and other proceedings before the Employment Relations Board;
- D. Act as a representative of the exclusive representative for employees within the bargaining unit for purposes of collective bargaining;
- E. Attend labor management meetings held by a committee composed of employers, employees, and representatives of the labor organization to discuss employment relations matters;
- F. Provide information regarding a collective bargaining agreement to newly hired employees at employee orientations or at any other meetings for new employees;
- G. Testify in a legal proceeding in which the public employee has been subpoenaed as a witness; and
- H. Perform any other duties agreed upon by a public employer and an exclusive representative in a collective bargaining agreement or any other agreement.

- 4.3** The Union shall be allowed to hold business meetings and conduct business on City premises provided said meetings are before or after the employees' regular work hours, during meal periods or during any other break periods and are: 1) not disruptive to the duties of the employees; 2) does not interfere with the efficient operation of the Fire Department; and 3) do not conflict with organized City meetings scheduled for the premise.
- 4.4** The City shall furnish and provide a 2' x 3' bulletin board in a conspicuous location to be used solely by the Union.
- 4.5** The Union shall inform the City who the Shop Steward is and of any changes to that position or person in a timely fashion.
- 4.6** The terms of this Agreement have been made for all employees in the bargaining unit and not only for the employees of the Union.

- 4.7** All employees have the right to withdraw their membership or not pay Union dues without penalty or prejudice and shall suffer no economic disparity in pay or working conditions.
- 4.8** Employees who opt into the Union shall pay any dues, assessments, or fees related to their membership in the Union which shall be deducted from their paychecks.
- 4.9** The City will also deduct and forward to the Union on a monthly basis voluntary employee payments to the Union. This process will be at no cost to the employee or the Union.
- 4.10** The Union may provide voluntary fee authorization request forms for voluntary deductions on behalf of employees in the bargaining unit.
- 4.11** The Union agrees to defend, indemnify, and hold the City harmless against any and all claims, demands, suits, or other forms of liabilities that shall be claimed or otherwise arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article. Such indemnification shall include, but not be limited to, any court costs, attorney fees and other expenses incurred by the City.
- 4.12** The Union will provide information and certify to the City that an employee has knowingly and voluntarily agreed to have Union dues and assessments deducted from their paychecks on a monthly basis. The Union shall be the custodian of such authorization and will provide the City with such authorization within ten (10) business days.
- 4.13** The City will notify the Union of all new hires in the bargaining unit, furnishing the Union with the new employee's name, social security number, mailing address, cellular and home phone numbers, email address, position for which they were hired, and hire date. The City shall provide the information within 10 (ten) calendar days from the date of hire for newly hired employees and every one hundred twenty (120) calendar days for employees in the bargaining unit who are not newly hired.

## **ARTICLE 5 – STAFFING**

- 5.1** Employees assigned to a forty (40)-hour per week schedule (“40-hour employees) shall work a flexible schedule during a seven (7)-day calendar period. The seven(7)-day work week begins at 12:01 a.m. Monday and continues until midnight the following Sunday. The Fire Chief or designee shall set a regular schedule of either four (4) ten (10)-hour shifts or five (5) eight (8)-hour shifts (or any other agreed upon schedule) and will provide notice of any

changes within ten (10) days of the change, except in emergency situations. Changes may include a change in shift schedule from ten (10) hours per day to eight (8) hours per day, or flexing the start and stop times to accommodate such activities as training and attending public meetings. Emergency situations are unforeseeable and outside the department's control.

- 5.2** Employees assigned to a fifty-six (56)-hour shift schedule ("56-hour shift employees") shall work twenty-four (24) hours beginning at 6:00 a.m. each duty day and concluding the next day at 6:00 a.m., followed by forty-eight (48) consecutively hours off duty.
- 5.3** There shall be a shift officer on duty whether Paid On Call ("POC") or a full time employee when a Captain is off on paid leave of any type or leave without pay. That time covering shall be by current practice. An employee's work day ends when officially relieved.
- 5.4 Call Back.** Employees called back to work outside their normal schedule, and not within one (1) hour of the beginning or ending of their shift, shall receive a minimum two (2) hours of overtime or equal compensatory time, if eligible. Call back time shall be productive whenever possible.
- 5.5** Except in the case of hold over or emergency call back, no employee shall work in excess of forty-eight (48) continuous hours without an off-duty period of at least twelve (12) hours. This requirement may be waived by the Fire Chief or designee.
- 5.6 Training Work Schedules For 56-Hour Shift Employees**

Employees attending required or approved training sessions that cover three (3) or more calendar days may have their work schedules adjusted to a forty (40)-hour work week. Work schedule adjustments for training are temporary and short-term so as to provide leave from scheduled shifts that may interfere with training.

Work schedule adjustments are intended to maximize employee training opportunities while minimizing the impact on the employee's shift schedule and the City's obligation to pay overtime compensation. However, as required by FLSA for required training sessions, employees will be paid for such hours worked including overtime compensation. Work schedule changes should allow for minimum time off of at least twelve (12) hours before and after a schedule change.

## **ARTICLE 6 – WORK RULES**

- 6.1** The Union agrees that its employees shall comply with all City rules and regulations known to the employees.
- 6.2** The Fire Chief or designee shall make a good faith effort to provide new rules and regulation changes to the Shop Steward for a review and comment period ten (10) work days before the effective date.
- 6.3** In keeping with principles of participatory management, with any new rule change or regulation change, the Shop Steward has ten (10) work days to provide written comment on the impacts or make suggestions prior to implementation. This is not intended to supplant or be an addition to the Union's rights under ORS 243.650 et seq.
- 6.4** Violation of this Article is not subject to the Grievance Procedure outlined in Article 24.

## **ARTICLE 7 – SENIORITY, LAYOFF, AND RECALL**

- 7.1** Seniority shall be defined as the employee's length of continuous service beginning with their full-time date of hire in the Fire Department. For employees with identical dates of hire, seniority shall go to the employee with the higher score on the entrance exam.

If no entrance exam score exists between two or more employees, or if the entrance exam scores are the same between two or more employees, then the employees' seniority will be based on the exact date and time the employee was offered the full-time position working in the Fire Department.

- 7.2** As used in this agreement, "continuous service" includes all authorized leaves not to include layoff of more than twenty-four (24) months.
- 7.3** Any reduction in force shall be by reverse hire date, meaning last hired first laid off.
- 7.4** As a result of a reduction in force by the City, for the next twenty-four (24) consecutive months after the date the employee was laid off, the employee retains right of first refusal to return so long as they meet the following criteria:
  - A. Reports back to duty within ten (10) working days of notice of offer of re-employment;

- B. Keeps a current address and appropriate contact information for notices and offers of re-employment;
- C. Keeps requisite skills of the position laid off from
- D. Passing a department approved physical by a licensed occupational medicine provider; and
- E. Be able to obtain all required certifications within twelve (12) months of re-hire.

## **ARTICLE 8 – PERFORMANCE EVALUATIONS**

- 8.1** The City will conduct a twelve (12)-month probationary evaluation to evaluate the completion of requisite skills and to demonstrate competencies consistent with the job classification in the employ of the City.
- 8.2** Performance evaluations will be conducted annually. The employee may submit a statement which will be attached to the evaluation and become a part of their personnel file. The employee shall sign their evaluation, indicating only that they have read the evaluation.

## **ARTICLE 9 – WAGES**

- 9.1** Wages in this Agreement are specified in the attached Appendix A.
- 9.2** Eligible employees will proceed upwardly as set forth in Appendix A based on years of service.
- 9.4** Effective July 1, 2020, or upon ratification, whichever is later, base wages will increase three percent (3%).
- 9.5** The parties agree to a limited reopener in February 2021 for Articles 9 – Wages and Article 17 – Insurance.
- 9.6** **Battalion Chief Assignment.** Employee assigned to fulfill the duties of a battalion chief shall receive a ten percent (10%) increase in base salary for the duration of the assignment. The Fire Chief or designee shall make the assignment in writing prior to the start of the assignment. The provisions of this Section shall not apply to training opportunities provided to employees. This Section applies to assignments that are made after the effective date of this agreement.

## **ARTICLE 10 – HOLIDAYS**

**10.1 Holidays.** 40-hour employees will receive the following holidays off.

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Floating Holiday in Lieu of the Friday after Thanksgiving	4th Friday in November
Floating Holiday in lieu of Christmas Eve	December 24
Christmas Day	December 25

**10.2** If an employee does not use the floating holiday by the end of the calendar year, the floating holiday remaining will not carryover. Floating holidays have no cash value.

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

**10.4** A 40-hour employee who works on a recognized holiday as part of the employee's regular work week shall be paid for the holiday and receive time and one-half (1½) pay for all hours worked, subject to call back in Article 5.

**10.5** Holidays which occur during vacation or sick leave shall not be charged against such leave.

**10.6** 56-hour shift employees are eligible for eighty-eight (88) hours of holiday leave in lieu of all holidays listed above. Holidays accrue at the rate of seven and thirty-three hundredths (7.33) hours per month. Maximum holiday hour accrual is one hundred twenty (120); hours earned beyond this maximum will be paid out within that pay period.

## **ARTICLE 11 – OVERTIME/COMPENSATORY TIME**

**11.1** Overtime shall be paid in the following circumstances:

- a. All hours in excess of two hundred four (204) in twenty-seven (27) days for 56-hour shift employees using the FLSA 7k exemption; and
- b. All hours in excess of forty (40) hours a week for 40-hour shift employees.

**11.2** Vacation and sick time shall be counted as hours worked for the purposes of computing overtime pay.

**11.3** For the purposes of computing overtime to be paid in accordance with this Article, the effect of shift trading and Union business shall not be included.

**11.4** 56-hour shift employees are not eligible to accrue compensatory time; 40-hour shift employees may accumulate up to ninety (90) hours of compensatory time at which time the excess will be paid out at one and one-half (1½) times the employee's regular rate of pay.

**11.5** Upon termination of employment, an employee shall be paid for unused compensatory time at a rate of compensation equal to the employee's regular hourly rate received by the employee at the time of termination.

**11.6** Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

**ARTICLE 12 – VACATION**

**12.1** 40-hour employees' vacation shall be earned per the following schedule:

<b>Years of Service</b>	<b>Hours Earned/Month</b>	<b>Hours Per Year</b>
Hire to completion of 4 yrs.	6.67	80
Beg year 5 through year 9	10	120
Beg year 10 through year 14	11.33	136
Beg year 15 through 19	13.33	160
20 years and over	13.33 + .67 hours for each year after 20 not to exceed a maximum of 16.67 hours/month accrual rate	

**12.2** 56-hour shift employees' vacation shall be earned per the following schedule (1.4 times Article 12.1 accruals):

<b>Years of Service</b>	<b>Hours Earned/Month</b>	<b>Hours Per Year</b>
Hire to completion of 4 yrs.	9.34	112
Beg year 5 through year 9	14	168
Beg year 10 through year 14	15.8	190
Beg year 15 through 19	18.6	224
20 years and over	18.6 +.67 hours for each year after 20 not to exceed a maximum of 23.34 hours/month accrual rate	

**12.3** When switching between 40-hour and 56-hour assignments, the multiplier or divisor to convert vacation time is one and four tenths (1.4) the employee's leave accounts.

**12.4** Employees are not allowed to take vacation until it is earned. Hours earned cannot be taken until the end of the month earned. Initial probationary employees are not eligible to take earned vacation until completion of their sixth (6<sup>th</sup>) month of employment. This does not apply to promotional probationary employees.

**12.5** Vacation accruals shall not exceed:  
 40-hour employees – 320 hours annually  
 56-hour shift employees – 448 hours annually  
 Hours earned beyond the above caps are forfeited.

**12.6** Vacation anniversary date is calculated based on the employee's initial hire date plus one (1) year until reaching the next accrual rate per Article 12.1 or 12.2.

**12.7** Vacation scheduling shall be done at least two (2) weeks prior to the requested vacation date. Members may request short notice use of vacation to the Fire Chief or designee. Unless deemed an operational conflict by the Fire Chief or designee, all vacation requests shall be considered.

**12.8** If the employee has completed six (6) months of City service before terminating employment, they will be paid at their regular rate of pay for accrued but unused vacation upon separation from the City.

**12.9 Sell Back.** Sell back of earned vacation shall be allowed under the following circumstances:

A. Employee must give thirty (30) days' written notice to the City Administrator of desire to sell back earned vacation leave.

- B. Vacation sell back can only occur once a per fiscal year regardless of how many hours are used.
- C. 40-hour employees may sell back up to fifty (50) hours of vacation leave and must keep a minimum balance of eighty (80) hours of vacation after sell back.
- D. 56-hour shift employees may sell back up to seventy (70) hours of vacation leave and must keep a minimum balance of one hundred twelve (112) hours of vacation after sell back.
- E. Employees will not be permitted to sell back any portion of leave that exceeds the maximum cap of 320/448 hours.

**12.10** Vacation donations are allowed under the following circumstances:

- A. Donations are truly voluntary in nature;
- B. No payment of hours to the donating employee;
- C. The employee receiving the donated time must have exhausted all existing earned leave and comp time accounts; and
- D. Initial probationary employees are not allowed to donate vacation leave until the completion of their sixth (6<sup>th</sup>) month of employment.

**ARTICLE 13 – SICK LEAVE**

- 13.1** 40-hour employees shall accrue eight (8) hours of sick leave for each month of employment, beginning their first (1<sup>st</sup>) month of employment with the City. 40-hour employees' sick leave accumulation shall be capped at nine hundred forty (940) hours annually.
- 13.2** 56-hour shift employees shall accrue eleven and two tenths (11.2) hours of sick leave for each month of employment, beginning the first month of employment. 56-hour shift employees' sick leave accumulation shall be capped at one thousand three hundred sixteen 1316 hours annually (1.4 times 40-hour rate).
- 13.3** When switching between 40-hour and 56-hour assignments, the multiplier or divisor to convert sick time is one and four tenths (1.4) the employee's leave accounts.
- 13.4** Employees are eligible to use sick leave with pay for all reasons covered by Oregon's Sick Time law.

- 13.5** Deduction of sick leave shall be hour for hour during the absence, or fraction thereof to the nearest fifteen (15) minutes.
- 13.6 The City may ask for sick leave verification under the following circumstances:
- A. An employee takes more than three (3) consecutively scheduled workdays of sick time;
  - B. The need for sick time is foreseeable and is projected to last more than three (3) consecutively scheduled workdays;
  - C. The City has sufficient evidence to suspect that the employees are abusing sick time, including engaging in a pattern of absenteeism; or
  - D. Any other reason allowed by law.
- 13.7. The City may require a health care provider's approval for an employee to return to work in connection with an absence or if the City has reasonable cause to believe the employee is unable to perform the essential functions of the position.
- 13.8 Unused sick leave shall not be paid to the employee upon termination, whether voluntary or involuntary, except in the manner prescribed in ORS 238.350.
- 13.9 An employee, or employee's designee, shall report absences due to sick leave to an immediate supervisor prior to the time the employee is expected to report for work.

Employees are expected to inform their supervisor in advance of any anticipated medical treatment so that the department may plan for the employee's absence.

## **ARTICLE 14 – WORKERS COMPENSATION**

- 14.1** When an employee is absent from work for reasons of an accepted on-the-job injury claim, the employee has a choice of time loss payment options:
- A. The employee may elect to receive only the time-loss payment and no sick leave will be deducted during the period of workers' compensation payments; or
  - B. The employee may voluntarily turn in their first and subsequent workers' compensation time loss payments and shall, in return, receive regular paychecks and benefits.

**14.2** If the employee chooses option 14.1.B, the following will occur:

- A. For the first twelve (12) months, no sick leave will be permanently deducted from the employee's accruals when the employee turns their workers' compensation payments over to the City. The City will restore the sick leave balance, temporarily deducted, after receipt of the employee's workers' compensation check.
- B. After the expiration of twelve (12) months, only that portion of sick leave needed to make up for the difference between the workers' compensation payments and the employee's regular paycheck will be permanently deducted from the employee's accruals when the employee turns their workers' compensation payments over to the City. The City will restore the sick leave balance, temporarily deducted, after receipt of the employee's workers' compensation check.

## **ARTICLE 15 – TRADE TIME**

**15.1** Trade time shall be allowed.

- A. Trade time does not count toward hours for the purposes of FLSA or Oregon Law. No trade shift shall result in any cost to the City.
- B. A trade is a mutual agreement from one employee to another to work a shift or portion of the shift.
- C. A trade will be agreed upon with as much advance notice as possible and must be approved by a Fire Chief or designee.
- D. Pay back of a trade will be agreed upon and scheduled as soon as possible.
- E. Trade time to work an outside job is prohibited.
- F. At no time shall the City become responsible for trade time obligations incurred by employees.
- G. No employee shall accept an overtime shift for pay and arrange for another employee to work the shift as trade time, even in repayment for trade time debt.

## **ARTICLE 16 – OTHER LEAVES**

**16.1 Bereavement Leave.** In the event of a death in the employee's immediate family, a regular full-time employee may be granted a leave of absence with pay not to exceed 40 hours for a 40-hour employee or 56 hours for a 56-hour shift employee. This leave runs concurrently with OFLA leave.

Immediate family for the purposes of this Section shall be defined as spouse, same-sex domestic partner, child, parent, sibling, parent-in-law, son or daughter-in-law, grandparent, grandchild, step and half relations. Additional bereavement leave may be authorized by the Fire Chief, or designee, for either a time extension or for relationships not listed in this Section. The Union waives the right to file a grievance over the decision of the Fire Chief, or designee, regarding additional bereavement leave.

**16.2 Funeral Participation.** When an employee serves as a pallbearer, or in some other way participates in a funeral ceremony for a person not covered by Section 16.1, he/she may be granted a reasonable time off to perform such duty through the use of accrued vacation or compensatory leave.

**16.3 Court Service.** When a regular full-time employee is called for jury duty, or is subpoenaed to serve as a witness arising out of the course and scope of their duties, during the employee's regular work hours, the employee may attend without loss of wages. However, the employee is required to transfer to the City any compensation received, except travel reimbursement, for the performance of such duty. If an employee is excused from jury duty prior to the end of the normal workday, the employee shall report to the City for completion of that workday at the discretion of the supervisor. An employee not reporting for completion of the workday, or not transferring any compensation for jury or witness duty, will not be paid for time absent from work and may be subject to discipline.

**16.4 Verification.** Documentation required for 16.3 above is a copy of the summons/subpoena which will be provided to the employee's supervisor. Employees must notify their supervisor as soon as possible after receiving a jury duty summons.

**16.5 Military.** Employees serving in or upon entry into the U.S. Armed Forces, National Guard or Reserves are granted a leave of absence for the period of their military services in accordance with applicable law.

**16.6 Inclement Weather.** During periods of inclement weather employees who arrive late or leave early are required to utilize accrued vacation and/or compensatory time. When accrued vacation and/or compensatory time is not available, then salary will be deducted at an hourly rate equal to the number of hours absent.

- 16.7** At the sole discretion of the City, an employee may be granted a leave of absence without pay not to exceed one hundred eighty (180) calendar days. All requests for unpaid leave shall be in writing.
- 16.8** Employees on Leave of Absence (“LOA”) pay their own health care premiums during the absence on a month to month basis, if the City’s insurance provider can accommodate it.
- 16.9** When the LOA has concluded the employee shall return to their previous job with no loss of seniority, all job qualifications remain current.

**ARTICLE 17 – HEALTH INSURANCE**

- 17.1** The City will make available to eligible employees in the bargaining unit and their dependents medical, dental, and vision benefits and prescription drug insurance coverage. The employee shall pay any amount above the City’s contribution through payroll deduction. The City offers an IRC Section 125 plan for use by employees.
- 17.2** The City and the employee shall share in the cost of monthly premium coverage, 90% City paid and 10% employee paid.
- 17.3** Eligible employees using the City’s health insurance benefits will receive a monthly VEBA contribution paid by the City. Employees will be responsible for signing up for the VEBA and managing costs and reimbursements. The annual VEBA contributions are as follows:

Employee Only	\$500
Employee and Child	\$1000
Employee and Children	\$1500
Employee and Spouse	\$1000
Employee and Family	\$1500

VEBA contributions are made on a monthly basis (1/12 of total each month)

- 17.4** The City shall establish a joint Employer/Employee Medical Insurance Committee for the purpose of monitoring the current insurance program. The committee shall be a standing committee convened as necessary by Human Resources. The committee shall establish its own rules and timetable for meetings and will make a recommendation on the insurance program to the City Administrator. The committee shall have a representative of the Fire Bargaining Unit on it.

- 17.5** Employees shall become eligible for insurance benefits the first of the month after being hired.
- 17.6** The parties agree to a limited reopener in February 2021 for Articles 9 – Wages and Article 17 – Insurance.

**ARTICLE 18 – LIFE/LONG-TERM DISABILITY INSURANCE AND TORT CLAIM LIABILITY**

- 18.1** The City shall provide a ten thousand dollar (\$10,000) life insurance policy and long-term disability insurance (60% of monthly wage, maximum benefit \$3000) to all employees at no cost to the employee which policy is in addition to the statutorily required \$10,000 life insurance policy for public safety personnel. Long-term disability insurance will be provided to employees upon eligibility for insurance pursuant to Article 17.5.
- 18.2** The City shall indemnify and defend employees against claims and judgments incurred in, or arising out of, the performance of their official duties, as set forth under and subject to the limitations of the Oregon Tort Claims Act, ORS 30.260 to ORS 30.300.

**ARTICLE 19 – RETIREMENT SECURITY**

- 19.1** All eligible employees will be enrolled in PERS and/or OPSRP upon completion of requirements for membership as determined by PERS.
- 19.2** For the term of the Agreement, the City shall pay the employee's share of the PERS and/or OPSRP contribution to the program.
- 19.3** Upon retirement, fifty percent (50%) of an employee's unused accumulated sick leave shall be applied as provided for under ORS 238.350 and regulations established by PERS in the form of increased retirement benefits. For the purposes of this Article, "unused accumulated sick leave" shall be capped at a maximum of nine hundred forty (940) hours; accrual greater than this maximum shall be subject to forfeiture.

**ARTICLE 20 – DEFERRED COMPENSATION**

**20.1** The City shall provide two (2) 457 Deferred Compensation carriers. All contributions to 457 plans are the employee's choice and managed by the employee.

**ARTICLE 21 – EDUCATION**

**21.1** The City encourages employees continue education, particularly relating to the employees' duties. The Fire Chief or designee may assign or make available training to the employee at no cost. In the case of the Fire Department requiring attendance on-duty cover shall be provided. All training must be approved by the Fire Chief or designee.

**21.4** For those educational opportunities used for career enrichment and not maintenance of certifications the City may pay for such classes but not be responsible for coverage or overtime.

**21.5** For requests for career enrichment education the employee must apply and get approval from the Fire Chief or designee a minimum of seven (7) days prior to the class or at discretion of the Fire Chief if less than seven (7) days. Books and supplies for such classes become the property of the City upon completion of the class.

**ARTICLE 22 – BUSINESS TRAVEL**

**22.1** When employees are required to travel fifty (50) miles or more outside of the City on City business, reimbursement for expenses incurred, based on receipts for such expenses as appropriate, shall be determined as follows:

- A. Prior to travel outside the City, the employee shall obtain approval from the Fire Chief or designee for the trip, mode of travel, estimated meal costs and any overnight lodging expenses.
- B. The -employee will be presented a per diem check, based upon the GSA fiscal year per diem rate schedule for the area of travel, prior to leaving for the trip. This per diem check will cover all meals, including a tip of up to fifteen (15%), and incidental expenses of the employee but is not intended to include the purchase of any alcohol. No receipts are required.
- C. The City's practice is to pre-pay the employee's cost of lodging. If family is accompanying the employee, the employee is responsible for paying any up-charges incurred because of the additional guest.
- D. Determination of whether travel time is considered as hours worked shall be determined pursuant to the FLSA and associated regulations.

- 22.2** Travel on official business by a single individual should be by public carrier or City-owned vehicle. City vehicles shall not be used for private purposes as specified in City Personnel Rules unless authorized by the City Administrator. If the employee uses their personal vehicle, the IRS rate for mileage driven shall apply. This rate shall compensate the employee for all reasonable vehicle expenses and insurance.
- 22.3** The Fire Chief shall approve any educational/department business travel that requires air carrier travel.

### **ARTICLE 23 – DISCIPLINE**

- 23.1** Discipline for non-probationary employees may be imposed only for just cause.
- 23.2** Discipline includes the following actions and shall normally be progressive:
- Written reprimand;
  - Reduction in pay;
  - Suspension without pay;
  - Demotion; and
  - Termination from Employment.

However, the disciplinary process may be entered, or discipline imposed, at any step depending upon the severity of the incident causing the disciplinary action. In applying progressive discipline, reduction in pay is considered a substitute for suspension, and no specific discipline is a required step before termination.

- 23.3** Major Discipline refers to reduction in pay, suspension without pay, demotion, or termination from employment.
- 23.4** Major Discipline is subject to appeal under Article 24 of this Agreement up to and including arbitration. Minor Discipline refers to written reprimands. Minor Discipline is not subject to appeal under Article 24 of this Agreement.
- 23.5** If the City disciplines an employee, every reasonable effort will be made to discipline in a manner which will not embarrass the employee before other employees or the public.
- 23.6** The City shall make a good faith effort to conduct investigation interviews during regular business hours and on an employee's scheduled shift. Employees directed to report for an interview during unscheduled hours will be paid for their time per terms of this Agreement.
- 23.7** Investigations:

- A. The employee and the Union shall be notified in writing of the results of any investigation.
- B. If, after the City conducts an investigation into the conduct of an employee, the City determines that the discipline to be imposed is Minor (written reprimand), the City may impose the discipline without a pre-disciplinary due process meeting (Loudermill).
- C. The City will provide employees Weingarten, Loudermill and Garrity rights when applicable.

## **ARTICLE 24 – GRIEVANCE PROCEDURE**

- 24.1** A grievance is defined as a dispute about the meaning or interpretation of a particular clause of this Agreement, or about an alleged violation of this Agreement brought by:
  - A. An employee in the bargaining unit and covered by this Agreement, or
  - B. The Union Executive Board as it affects a specific employee or employees of the Union.
- 24.2** The term grievant refers to the one bringing the grievance (individual employee or the Union Executive Board as appropriate in the particular case).
- 24.3** A Union representative and a principal officer from Local may assist in processing a grievance through this grievance procedure.
- 24.4** Grievances shall be initiated within fourteen (14) days from the date of the alleged violation or dispute, or the date the employee knew or reasonably should have known, whichever date is later.
- 24.5** The grievance shall be in writing and shall include the following information:
  - A. A statement of the grievance and the facts upon which it is based;
  - B. Date on which the alleged contract violation occurred, or the date the employee learned of it, whichever is later;
  - C. The specific provision of this Agreement asserted to have been violated; and,
  - D. The remedial action requested.

#### **24.6** Grievance Steps:

Step 1: Grievance submitted to the Fire Chief within fourteen (14) days of the occurrence or knowledge thereof.

Step 2: The Fire Chief has fourteen (14) days to provide a written response to the grievance.

Step 3: If the grievant is not satisfied with the Fire Chief's response at Step 2, the grievant has 14 days after receiving the Fire Chief's Step 2 response to provide the grievance to the City Administrator.

Step 4: The City Administrator shall render a written decision within fourteen (14) days of receipt of the grievance.

If the grievance is not resolved to the satisfaction of all those involved, the grievant may proceed to the next step.

Step 5: Within fourteen (14) days after the City Administrator's written decision, the Union can request arbitration according to the following procedure.

**24.7** A list of five (5) qualified arbitrators who are on the Employment Relations Board list shall be requested from the Employment Relations Board of the State of Oregon.

**24.8** The City and the Union shall alternately strike one name until only one is left. The Union shall strike the first name, then the City shall strike a name, with this process continuing until there is only one remaining name. The one remaining name shall be the arbitrator.

**24.9** The powers of the arbitrator shall be limited to interpreting this Agreement and determining whether it has been violated. The arbitrator shall have no authority to alter, modify, vacate, or amend any terms of this Agreement.

The decision of the arbitrator shall be final and binding upon both parties.

**24.10** Each grievance shall be submitted at a separately convened hearing unless the parties mutually agree to submit more than one grievance at the same arbitration hearing. The costs of the arbitrator (and the court reporter or stenographer, if requested by the arbitrator) shall be shared equally by both parties. Each party shall be responsible for all costs of presenting its position to the arbitrator.

**24.11** If at any step of the grievance procedure the grievant fails to comply with the time limits or procedures within this Article, the grievance shall be deemed abandoned and not subject to arbitration. If there is a dispute regarding if the grievance was

adandoned, the parties will submit that issue to the arbitrator before conducting a hearing on the merits.

- 24.12** If at any step the City fails to comply with time limits set forth in this Article or issue a response within the time limits, the grievance shall advance to the next step.
- 24.13** Time limits referred to in this Article may be waived or extended by mutual agreement in writing. All days shall refer to calendar days unless specified otherwise.

## **ARTICLE 25 – PERSONNEL RECORDS**

- 25.1** Human Resources shall maintain an official personnel file for each employee. These files shall be kept in a locked, secure area, not open or accessible to the public.
- 25.2** Documented written reprimands shall remain active in an employee's official personnel file for two (2) years from the date of incident. After two (2) years, the employee may petition the Fire Chief to have the reprimand and related responses removed from the file, provided the employee receives no subsequent discipline in line with the previous discipline within that time period in which case it remains active. If no subsequent discipline over the same or similar issue occurs after four (4) years from the date of discipline, the reprimand and related responses will be removed from the employee's file upon request.
- 25.3** Documentation which has been removed from a personnel file will be retained by the City consistent with Oregon records retention laws.
- 25.4** As a matter of employee security and safety, public record requests for any information that discloses the employee's address, birthdate, sex, or any other protected information shall not occur, unless required by law.

## **ARTICLE 26 – UNION & CITY CONTINUOUS OPERATION**

- 26.1** At no time shall the Union or City strike, lock out or otherwise disrupt City business as a result of Union or City disagreement or conflict.

## **ARTICLE 27 – MAINTENANCE OF STANDARDS**

- 27.1** This Agreement incorporates the sole and complete Agreement between the City and the Union resulting from these negotiations. Both parties agree that the other party has no further obligation during the term of the Agreement to bargain wages, hours, or working conditions except as specified herein.
- 27.2** Standards of employment related to wages, hours, and working conditions that constitute mandatory subjects of bargaining or permissive subjects of bargaining with mandatory impacts and which are the subject of existing past practice as of the date of this Agreement by reason of mutual knowledge, acceptance, and repetition based on such mutual knowledge and acceptance, shall be continued for the term of this Agreement, unless modified pursuant to Section 28.4.
- 27.3** Nothing in this Agreement, or in this Article, will be construed to prevent the City from initiating any program or change which is not contrary to an express provision of this Agreement or an existing past practice as provided in Section 28.2 hereof.
- 27.4** If the City proposes to change an existing practice that is or impacts a mandatory subject of bargaining, it shall give the Union written notice. Failure to demand to bargain within fourteen (14) calendar days shall constitute a waiver of bargaining, and the City may implement the change, as per ORS 243.698.
- 27.5** In case of a disagreement on the parties' obligation to bargain, the parties may appeal to the Employment Relations Board.

## **ARTICLE 28 – UNIFORMS**

- 28.1** The City shall provide at no cost to the employee all the necessary protective clothing per NFPA Standards for operations inside the IDLH including SCBA and any specialty clothing or equipment to fulfill the mission of the City Fire Department.
- 28.2** Normal daily uniform items such as Class B button down shirts, pre-approved shirts and pants, and station footwear shall be provided at no cost to the employee. The City may at its discretion choose to outfit employees in particular clothing to signify their department affiliation.

- 28.3** Employees are to notify the City through proper procedure when uniform items are beyond service life, unsafe or not repairable for use.
- 28.5** Prescription eyewear for SCBA use shall be provided at no cost to the employee. If damaged in the course of duties, prescription eyewear for SCBA use shall be replaced by the City. Reimbursement shall be by City Policy.
- 28.6** The City shall provide proper washing and decontamination facilities or outside vendors to provide decontamination services at no cost to the Union or employees.

## **ARTICLE 29 – FITNESS CLUB MEMBERSHIP**

- 29.1** All bargaining unit employees are eligible for reimbursement for their individual membership at a fitness facility in the surrounding area or gym of the member's choice. Reimbursement shall be processed and paid upon receipt of fees paid by employee via monthly or annual membership but in no event shall exceed forty three dollars and 35/100 (\$43.35), which is the equivalent of a Super-Sport monthly membership at 24-Hour Fitness (plus FICA, Medicare/Social Security (7.65%)). The annual fee and any other costs associated with this membership is the employee's responsibility.
- 29.2** Wellness workouts are allowed during the business day by on-duty employees. Employees participating in wellness workouts must be able to respond to any calls/work commitments per department policy.
- 29.3** Participation in the physical fitness program as mutually set up by the Union and the City shall be mandatory. The City and the Union shall meet initially to set up the program and then at least annually to evaluate the program.
- 29.4** In addition to when the City has a reasonable and objective basis to believe an employee cannot perform the essential functions of the job, the City has the right to require physical or psychological examinations by a licensed practitioner of all employees in this bargaining unit to assure that they continue to meet the requirements for the position as set forth by department rules, regulations, and their classification position description based upon the City's schedule.
- 29.5** The City recognizes the employee's right to privacy of personal medical/family history information which is not related to the employee's ability to perform the job. When requiring an examination the City shall request only information which is reasonably necessary to determine the employee's ability to perform the job; any appropriate restrictions of duties; the likely duration of any such restriction; and the probable date of return to duty.

- 29.6** The Fire Chief shall request that the practitioner recommend corrective measures to be taken by the employee to improve the health or physical condition which impairs the employee's ability to perform the job. The Fire Chief may direct the employee to follow the corrective measures.
- 29.7** If an employee is required by the City to have an examination under this Article a) such exam shall be at the City's expense and b) actual time, including travel time as authorized by the City, shall be considered as hours worked and will be paid accordingly.
- 29.8** If an employee is injured while off-duty, and the City requires the employee to be evaluated for fitness for duty prior to returning to duty, the City shall be responsible for reimbursing the employee the cost (which is not covered by insurance) of that visit.

### **ARTICLE 30 – DRUG POLICY**

- 30.1** The City of Gladstone is a drug-free workplace. The improper use of prescribed drugs or use of non-prescribed drugs or alcohol during work hours is prohibited. If a bargaining unit employee comes to work under the influence of drugs or alcohol or uses drugs or alcohol during work time, the employee will be disciplined in accordance with Article 23.
- 30.2** Under the City of Gladstone's drug testing policy, all prospective employees (safety-sensitive positions) must submit to pre-employment drug testing. An offer of employment by the City of Gladstone is conditioned on the prospective employee testing negative for illegal substances.
- 30.3** No bargaining unit employee will be drug tested without reasonable suspicion.
- 30.4** In the event a "reasonable suspicion" test is requested, the Shop Steward shall be notified and the bargaining unit employee shall be driven to the appropriate test facility and afforded all their rights regarding disclosure of results and contest of test procedures before the City receives the results.
- 30.5** The City of Gladstone's policy is intended to comply with all laws governing drug testing and is designed to safeguard employee privacy rights to the fullest extent of the law.

### **ARTICLE 31 – SAVINGS CLAUSE**

In the event any words or sections of this Agreement are declared to be invalid by any court of competent jurisdiction, by ruling by the Employment Relations Board, by statute or constitutional amendment, or by inability of the employer or the employees to perform to the terms of the Agreement, the parties agree to negotiate substitute language. The balance of the Agreement shall remain in full force and effect. In the absence of negotiated substitute language agreement, either party may initiate binding arbitration per Article 24.

## **ARTICLE 32 – PROBATIONARY EMPLOYEES**

- 32.1** All original and promotional appointments shall be made for a probationary period of one (1) year. The probationary period shall be deemed a part of the examining process for determining the qualifications of the employee for regular employment status. A probationary employee may be dismissed or demoted and shall have no recourse to the Grievance Procedure in Article 24. Regular employee is defined as an employee who has successfully completed the probationary period.
- 32.2** If the City determines at any time in its sole judgment during the promotional probationary period that a promoted employee is not suitable to attain regular status, the employee shall be returned to his or her former classification and rate of pay without loss of seniority in the former classification and without recourse of the Grievance Procedure in Article 24.
- 32.3** Probationary periods shall be extended in direct proportion to employee absences longer than one (1) month.

## **ARTICLE 33 – TERMS OF THE AGREEMENT**

- 33.1** This Agreement shall be effective upon its execution. It remains in full force until June 30, 2023, and shall continue in effect until a successor agreement is signed.
- 33.2** Unless expressly stated otherwise in this Agreement, no provisions of the Agreement are effective retroactively.
- 33.3** This Agreement shall automatically be renewed from year to year thereafter unless either party notifies the other in writing by December 1, 2022, that it wishes to modify the Agreement.
- 33.4** The parties agree to a limited reopener in February 2021 for Articles 9 – Wages and Article 17 – Insurance.

This Collective Bargaining Agreement is by and between the City Gladstone, Oregon and the Professional Fire Fighters Union of Clackamas County, IAFF Local 1159.

Executed the \_\_\_\_ day of \_\_\_\_\_, 2020.

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For the City  
Jacque Betz  
City Administrator  
City Gladstone

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For the Union  
Mark Corless  
Local President  
IAFF Local 1159

## Appendix A

### Wages Upon Ratification

<b>CAPTAIN MONTHLY</b>	Step 1 6,401	Step 2 6,722	Step 3 7,058	Step 4 7,410	Step 5 7,781
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# City of Gladstone Staff Report

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Report Date: September 1, 2020, 2020  
Meeting Date: September 8, 2020  
To: City Council  
From: Jacque M. Betz, City Administrator

## AGENDA ITEM

Consider authorizing the City Administrator to implement the Gladstone COVID Assistance Program (GCAP).

## BACKGROUND

With the passage of the federal Coronavirus Aid Relief, Economic Security Act (“CARES Act”), Oregon received over \$1.6 billion through the Coronavirus Relief Fund (CRF). The Governor committed \$400 million for cities, counties, and special districts that did not receive funds directly from the federal government (Washington County, Multnomah County, and City of Portland).

Based on the State’s formula, Gladstone is eligible to be reimbursed \$383,314. These funds can be used to reimburse cities and counties for expenses related to the pandemic and the U.S Treasury issued two documents to determine what costs are eligible for reimbursements. **The funds may not be used for revenue replacement, that is to make up for city revenue sources that have declined since the pandemic.** Allowed uses include medical expenses, public health expenses, payroll expenses and compliance expenses as defined in the Treasury guidance document.

## PROPOSAL

Staff would like to create the Gladstone COVID Assistance Program (GCAP) and allocate funds to St. Vincent de Paul’s (SVDP) to administer to qualified residents within Gladstone. Interpretation of the Treasury Guidelines allows cities to allocate these federal funds to a non-profit who would then qualify and distribute the funds to COVID affected residents within Gladstone.

SVDP is an established non-profit that currently administers utility and rent assistance programs for the City of Milwaukie and Lake Oswego. Gladstone could also set criteria that donated funds will be used exclusively for the city residents for temporary assistance for utilities, rental assistance, and food through the GCAP. We are proposing to seed the program \$100,000 in increments of \$10,000, then replenish as grants are awarded for utility assistance, rent assistance, and food. SVDP will provide a detailed monthly accounting to the city for all program delivery fees deducted. A copy of the program criteria is attached.

Regarding the qualification on the sub-recipient agency, per the US Treasury Guidance (Frequently asked questions as of 08/10/20 #44), “Non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.”

Also, the non-profit 501(c)3 would need to be able to satisfy the same guidelines that the City must apply to these CARE grant funds, such as insurance requirements itemized within the contract with the Department of Administrative Services and City (attached).

CARES funding is not eligible to replace reduced or forfeited revenues for the City directly. Should an applicant to the GCAP program have an unpaid bill to the City, that may be included in the relief, along with payments to other agencies.

**FISCAL IMPACT**

Updated information on COVID-19 costs/revenues to date:

- Balance of CARE funding available \$321,381

**OPTIONS:**

- The City Council could choose to allocate a lesser amount to the GCAP.
- The City Council could choose not to create the GCAP.

**RECOMMENDED STAFF ACTION:**

There are many residents in Gladstone that have been financially impacted by COVID and implementing this program will allow them access to resources.

Staff recommends Council approval by making the following motion:

**“I make a motion to authorize the City Administrator to implement the COVID Assistance Program (GCAP) and enter into an agreement with St. Vincent de Paul’s to administer COVID relief for Gladstone residents”.**

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

*Jacque M Betz* 9-2-2020  
\_\_\_\_\_  
City Administrator  
Signature                      Date



## **Gladstone COVID-19 Assistance Program (GCAP)**

### **Overview**

- City of Gladstone seeds the program up to one hundred thousand dollars (\$100,000) – would be prepaid to the Society of St. Vincent de Paul (SVDP) in increments of ten thousand dollars (\$10,000), then replenished as grants are awarded.
- Donated funds will be submitted to the SVDP as needed starting September 15, 2020.
- Gladstone residents requesting assistance through the GCAP will be referred to the SVDP to apply.
- The city will set criteria that donated funds will be used exclusively for the city residents for temporary assistance for utilities, rental assistance (to avoid eviction) and food necessities.
- Applications will be accepted by SVDP while funds are available. Eligible applicants to the program must be city of Gladstone residents who can demonstrate detrimental financial impacts as a result of the COVID-19 pandemic.

### **Program Framework**

1. The city will provide funding to SVDP, on an incremental basis, to administer the program.
2. SVDP will send payment directly to the businesses on behalf of the applicant as long as the program remains within its funding limits, the application process has been completed, and the emergency need has been confirmed.
3. The city will pay SVDP a Program Delivery Fee to help defray Grantee expenses in providing GCAP services on behalf of Grantor. This fee shall equal not more than 5.0% of the assistance paid by SVDP on behalf of assistance clients.
4. SVDP will provide a detailed monthly accounting to the city for all program delivery fees deducted.
5. All funds must be expended by December 31, 2020 as required by the CARES Act funding criteria, or returned to the city.

### **Proposed Assistance Eligibility Criteria**

1. The GCAP may provide a combination of eligible assistance up to approximately two (2) months of utility payments, one month rent and/or food assistance. The maximum amount of assistance available to a resident is one thousand dollars (\$1,000).
2. Exceptional cases that may not meet the stated guidelines or funding limitations may be considered on a case by case basis, as approved by the city.
3. The assistance will only be used for a Gladstone resident within city limits.
4. The non-profit will use the following criteria to determine eligibility for the GCAP:
  - a. Applicant must show emergency financial need related to the COVID-19 pandemic, such as loss of income or an unexpected and unusual necessary expense(s) combined with a lack of resources to satisfy the need.
  - b. Applicant must live in the city limits of Gladstone.
  - c. Applicant must be 18 years or older.

## STATE OF OREGON GRANT AGREEMENT

Grant No. 1065

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Administrative Services (“Agency”) and City of Gladstone (“Grantee”), each a “Party” and, together, the “Parties”.

### SECTION 1: AUTHORITY

Pursuant to funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

### SECTION 2: PURPOSE

Section 5001 of the CARES Act provides funds to state, local and tribal governments through the Coronavirus Relief Fund to be used for expenditures incurred due to COVID-19 during the period of March 1, 2020 through December 30, 2020. This Grant governs the disbursement of funds from the Coronavirus Relief Fund to Grantee for the First Cost Period, as that term is defined below.

### SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of March 1, 2020 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on December 30, 2020.

### SECTION 4: GRANT MANAGERS

#### 4.1 Agency’s Grant Manager is:

Gerold Floyd  
Department of Administrative Services  
Attention: Coronavirus Relief Fund  
155 Cottage Street NE, Salem, OR 97301  
Phone: 503-378-2709  
Email: CoronavirusReliefFund@Oregon.gov

4.2 Grantee's Grant Manager is:

Name: Cathy Brueker, Interim Finance Director  
Address: 18505 Portland Ave Gladstone OR  
Phone: 503-479-6860  
Email: finance@ci.gladstone.or.us

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

## SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth in Exhibit A (the "Project"), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending on the expiration date set forth in Section 3 (the "Performance Period").

## SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to an amount not to exceed the amount of eligible costs for the Project incurred during the period March 1, 2020, to May 15, 2020 (the "First Cost Period"). Agency will pay the Grant Funds from monies available through its Coronavirus Relief Fund ("Funding Source"). Future disbursements from the Funding Source for cost periods after the First Cost Period will require an amendment to this Grant pursuant to Section 19.3.

## SECTION 7: DISBURSEMENT GENERALLY

### 7.1 Disbursement.

7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source based on Agency's reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the First Cost Period.

7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.

### 7.2 Conditions Precedent to Disbursement. Agency's obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;

- 7.2.2 No default as described in Section 15 has occurred; and
  - 7.2.3 Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3 **No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, funds received pursuant to this Grant are not used for expenditures for which a local government entity has received any other supplemental funding (whether state, federal or private in nature) for that same expense unless otherwise authorized by Agency in writing.

## SECTION 8: REPRESENTATIONS AND WARRANTIES

- 8.1 **Organization/Authority.** Grantee represents and warrants to Agency that:
- 8.1.1 Grantee is a local government or tribal government duly organized and validly existing;
  - 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
  - 8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
  - 8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
  - 8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.
- 8.2 **False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.
- 8.3 **No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

## SECTION 9: OWNERSHIP

- 9.1 Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

“Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.

“Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

- 9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.
- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.
- 9.4 Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, and if such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Grant Funds provided by section 601(d) of the Social Security Act .

## SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12) and (b) social security numbers (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by

law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency's request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-628. If Grantee or its agents discover or are notified of a potential or actual "Breach of Security", as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, "Breach") with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee's obligations under applicable law.
- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee's employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee's expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

## SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees,

subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.

- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon’s interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

## SECTION 12: INSURANCE

- 12.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.
- 12.2 Public Body Insurance.** If Grantee is a “public body” as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.
- 12.3 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

## **SECTION 13: GOVERNING LAW, JURISDICTION**

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon 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, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

## **SECTION 14: ALTERNATIVE DISPUTE RESOLUTION**

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

## **SECTION 15: DEFAULT**

- 15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
  - 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
  - 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.
- 15.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the

nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

## SECTION 16: REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

## SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3** Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials.

## SECTION 18: TERMINATION

- 18.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.

**18.2 By Agency.** Agency may terminate this Grant as follows:

- 18.2.1** At Agency's discretion, upon 30 days advance written notice to Grantee;
- 18.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;
- 18.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
- 18.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

**18.3 By Grantee.** Grantee may terminate this Grant as follows:

- 18.3.1** If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.
- 18.3.2** If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
- 18.3.3** Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

**18.4 Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

## **SECTION 19: MISCELLANEOUS**

- 19.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.
- 19.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

- 19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may enter into contracts or subgrants for any of the Project activities required of Grantee under this Grant, however Grantee is required to communicate subgrantee information to Agency in such a manner and timing as prescribed by Agency that Agency considers necessary to fulfill its federal reporting obligations.

- 19.12 Time of the Essence.** Time is of the essence in Grantee’s performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee’s performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as “Records.” Grantee acknowledges and agrees Agency and the Oregon Secretary of State’s Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
  - Exhibit A (the “Project”)
  - Exhibit B (Insurance)
  - Exhibit C (Federal Terms and Conditions)
  - Exhibit D (Federal Award Identification)
- 19.16 Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

**SECTION 20: SIGNATURES**

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

**STATE OF OREGON acting by and through its Department of Administrative Services**

By:   
George Naughton, DAS Chief Financial Officer

June 22, 2020  
Date

**City of Gladstone**

By:   
Authorized Signature  
Jacquie Betz  
Printed Name

6/16/2020  
Date  
City Administrator  
Title

93-6002170  
Federal Tax ID Number

087464350  
DUNS Number

**Approved for Legal Sufficiency in accordance with ORS 291.047**

By: s/ Sam Zeigler  
Senior Assistant Attorney General  
Oregon Department of Justice

by email dated 6/10/20  
Date

## **EXHIBIT A THE PROJECT**

### **SECTION I. BACKGROUND AND GOALS**

*To support local government actions in the statewide fight against the Coronavirus by providing reimbursement of federally eligible expenses under the CARES Act. Coronavirus Relief Funds may be used to cover costs that are:*

- 1. Necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);*
- 2. Were not accounted for in the Grantee's budget most recently approved as of March 27, 2020; and*
- 3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.*

### **SECTION II. PROJECT ACTIVITIES, SCHEDULE, AND BUDGET**

Agency will disburse Grant Funds only for eligible costs incurred by Grantee for the First Cost Period and in accordance with criteria and guidance established by US Treasury:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

Additionally, the US Treasury has provided answers to frequently asked questions regarding eligible costs under the Coronavirus Relief Fund:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

**Indirect/Administrative Costs.** Grantee will not be reimbursed for any indirect costs with Grant Funds in accordance with U.S. Treasury guidance. The information described in this paragraph overrides any other verbal or written rate(s) or information provided by Agency

### **SECTION III. RESERVED**

### **SECTION IV. REPORTING REQUIREMENTS**

In a form provided by Agency, Grantee shall report eligible costs to Agency when seeking reimbursement for costs incurred during the Performance Period. Agency may require additional reporting in form and at such times as Agency specifies by notification to Grantee through its Grant Manager identified in Section 4.2.

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be provided to Agency, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

**SECTION V. DISBURSEMENT PROVISIONS**

Agency will disburse the Grant Funds upon receipt and approval of Grantee's request for disbursement.

To be processed for payment, Grantee's request must include the following information at the minimum:

- Request date;
- Period covered by request;
- Agency's Grant number;
- Amount being requested; and
- Aggregated costs by available cost category.

Agency may request, at its discretion, additional information it considers necessary to determine the eligibility of costs for reimbursement. For the First Cost Period, Grantee must send its requests for disbursement via email to Agency's Grant Manager identified in Section 4. Future reimbursement requests shall be submitted via an Agency-developed grant website portal.

## **EXHIBIT B INSURANCE**

### **INSURANCE REQUIREMENTS**

Grantee must obtain at Grantee's expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers' compensation. Grantee must pay and require its first tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

### **WORKERS' COMPENSATION**

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subgrantees, contractors, and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000, and shall require and ensure that each of its out-of-state subgrantees, contractors, and subcontractors complies with these requirements.

### **COMMERCIAL GENERAL LIABILITY**

**Required**  **Not required**

Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit may not be less than \$2,000,000.

### **AUTOMOBILE LIABILITY INSURANCE**

**Required**  **Not required**

Automobile liability insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of

personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**PROFESSIONAL LIABILITY**

Required  Not required

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee’s contractors, subgrantees, agents, officers or employees in an amount not less than \$\_\_\_\_\_ per claim. Annual aggregate limit may not be less than \$\_\_\_\_\_. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

**NETWORK SECURITY AND PRIVACY LIABILITY**

Required  Not required

Grantee must provide network security and privacy liability insurance for the duration of the Grant and for the period of time in which Grantee (or its business associates, contractors, or subgrantees) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$\_\_\_\_\_ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), payment card data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

**POLLUTION LIABILITY**

Required  Not required

Pollution liability insurance covering Grantee’s or appropriate contractor or subgrantee’s liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related cleanup costs incurred by Grantee, all arising out of the Project activities (including transportation risk) performed under this Grant is required. Combined single limit per occurrence may not be less than \$\_\_\_\_\_. Annual aggregate limit may not be less than \$\_\_\_\_\_.

An endorsement to the commercial general liability or automobile liability policy, covering Grantee’s, contractor, or subgrantee’s liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related clean-up costs incurred by Grantee that arise from the Project activities (including transportation risk) performed by Grantee under this Grant is also acceptable.

**DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY**

Required  Not required

Directors, officers and organization liability insurance covering the Grantee’s organization, directors, officers, and trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of Grant Funds and donor contributions - with a combined single limit of no less than \$\_\_\_\_\_ per claim.

**CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND**

Required  Not required

Employee dishonesty or fidelity bond covering loss of money, securities and property caused by dishonest acts of Grantee’s employees. Coverage limits may not be less than \$\_\_\_\_\_.

**PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE**

Required  Not required

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees (“Covered Entity”) is responsible including but not limited to any Covered Entity’s employees and volunteers. Policy endorsement’s definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$\_\_\_\_\_ per occurrence. Any annual aggregate limit may not be less than \$\_\_\_\_\_. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

**EXCESS/UMBRELLA INSURANCE**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED**

All liability insurance, except for workers’ compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee’s activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee’s ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

**WAIVER OF SUBROGATION**

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee’s first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee’s insurer(s).

**TAIL COVERAGE**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee must maintain, and require its first tier contractors and subgrantees, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Grant, for a minimum of 24 months following the later of (i) Grantee’s completion and Agency’s acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, iii) the expiration of all warranty periods provided under this Grant.

**CERTIFICATE(S) AND PROOF OF INSURANCE**

At Agency’s request, Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: [CoronavirusReliefFund@oregon.gov](mailto:CoronavirusReliefFund@oregon.gov) or by mail to: Department of Administrative Services, Attention: Coronavirus Relief Fund, 155 Cottage Street NE, Salem, OR, 97301 prior to commencing the work.

**NOTICE OF CHANGE OR CANCELLATION**

Grantee or its insurer must provide at least 30 days’ written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW**

Grantee agrees to periodic review of insurance requirements by Agency under this Grant, and to provide updated requirements as mutually agreed upon by Grantee and Agency.

**STATE ACCEPTANCE**

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency’s representatives responsible for verification of the insurance coverages required under this exhibit.

## EXHIBIT C FEDERAL TERMS AND CONDITIONS

### 1. FEDERAL FUNDS

1.1. If specified below, Agency's payments to Grantee under this Grant will be paid in whole or in part by funds received by Agency from the United States Federal Government. If so specified then Grantee, by signing this Grant, certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.

Payments  will  will not be made in whole or in part with federal funds.

1.2. In accordance with the Chief Financial Office's Oregon Accounting Manual, policy 30.40.00.104, Agency has determined:

Grantee is a subrecipient       Grantee is a contractor       Not applicable

1.3. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: 21.019

### 2. FEDERAL PROVISIONS

2.1. The use of all federal funds paid under this Grant are subject to all applicable federal regulations, including the provisions described below.

2.2. Grantee must ensure that any further distribution or payment of the federal funds paid under this Grant by means of any contract, subgrant, or other agreement between Grantee and another party for the performance of any of the activities of this Grant, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Grant.

2.3. Grantee must include and incorporate the provisions described below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Grant.

2.4. Grantee must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Grantee must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

**In accordance with U.S. Treasury guidance – Grantee is subject to the following provisions, as applicable.**

For purposes of these provisions, the following definitions apply:

**"Contract"** means this Grant or any contract or subgrant funded by this Grant.

**"Contractor"** and **"Subrecipient"** and **"Non-Federal entity"** mean Grantee or Grantee's contractors or subgrantees, if any.

(A) 2 CFR §200.303 Internal Controls

(B) 2 CFR §§ 200.330 through 200.332 Subrecipient Monitoring and Management

**DAS GRANT #1065 – Coronavirus Relief Fund**

**(C) Subpart F – Audit Requirements of 2 CFR §200.5XX**

- i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- ii. If Contractor receives federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.
- iii. Contractor must save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

(D) System for Award Management. Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

**3. ADDITIONAL FEDERAL REQUIREMENTS**

None.

**EXHIBIT D**  
**FEDERAL AWARD IDENTIFICATION**  
**(Required by 2 CFR 200.331(a))**

(i) Grantee Name: <i>(must match DUNS registration)</i>	GLADSTONE, CITY OF
(ii) Grantee's DUNS number:	087464350
(iii) Federal Award Identification Number (FAIN):	
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	March 27, 2020
(v) Grant period of performance start and end dates:	Start: March 1, 2020 End: December 30, 2020
(vi) Total amount of federal funds obligated by this Grant:	
(vii) Total amount of federal award committed to Grantee by Agency: <i>(amount of federal funds from this FAIN committed to Grantee)</i>	\$33,356.00
(viii) Federal award project description:	Coronavirus Relief Fund
(ix) Federal awarding agency:	U.S. Department of the Treasury
Name of pass-through entity:	Oregon Department of Administrative Services
Contact information for awarding official of pass-through entity:	Gerold Floyd, CoronavirusReliefFund@Oregon.gov
(x) CFDA number, name, and amount:	Number: 21.019 Name: Coronavirus Relief Fund Amount: \$1,388,506,837.10
(xi) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xii) Indirect cost rate:	Not allowed per U.S. Treasury guidance
Is the 10% de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>







# City of Gladstone Council Report

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Report Date: August 28, 2020  
Meeting Date: September 8, 2020  
To: Mayor Tammy Stempel and Gladstone City Council  
From: Councilor Neal Reisner

## AGENDA ITEM

### **Bylaws of Clackamas County Library Advisory Board**

#### History/Background

Clackamas county voters in November 2008 voted to form a county wide library district with the purpose of providing stable funding to participating local governments who operate public libraries within Clackamas County. The Board of County Commissioners (BCC) at the time decided to get out of the "retail" (running the day to day operations) of county libraries. The original Library District Master IGA, which included all of the participating cities and the county contemplated the eventual closure of the Oak Lodge Library and the construction of a single library facility in the City of Gladstone that would serve residents of both Gladstone and Oak Lodge Library Service Areas. However, several factors complicated the implementation of this single facility plan, such as local election results, community concerns, and legal proceedings.

Since the creation for the Clackamas County Library District, the makeup of both the BCC and Gladstone City Council (GCC) has changed. This change facilitated in 2017, a settlement between the BCC and GCC that provides for a two branch solution with a library building in Gladstone and a library building in the unincorporated Oak Grove/Jennings Lodge (Oak Lodge Library) area.

Under section "1. Obligations of the County" paragraph "C. Library Board" of the Settlement, the County agreed to create a new combined library board which "shall include proportionate membership for the unincorporated portion of the Oak Lodge Library Service Area, and the unincorporated portion of the Gladstone Library Service Area, and the City of Gladstone." In the process of creating this new board, Library Director Mitzi Olson has proposed by-laws for the new board using the current by-laws of the Oak Lodge Library as a base. The proposed by-laws suggest membership consists of five regular members. Three of these members would be from the Oak Lodge Library Service Area, one from the City of Gladstone, and one from the unincorporated portion of the Gladstone Library Service Area. In addition to the regular members, two alternate members are being proposed to substitute for a regular member who is not able to attend a given meeting. Plus, "two non-voting Liaisons will

be appointed to represent community interests, with one liaison eligible to represent the Gladstone Library service area, and the other eligible to represent the Oak Lodge Library service area."

On August 25, 2020 the Gladstone Library Advisory Board meet in a special session to discuss, offer changes, and vote on the proposed by-laws. After about an hour and a half of discussion and offering changes, a motion was made to support the proposed by-laws (the meeting can be found on the City's website). The motion did not pass with a vote of three to three. Most of the discussion was centered around the makeup of the proposed Board.

## Concerns

A majority of the proposed by-laws are reasonable, fair, and equitable, however the creation of this board with four members living in unincorporated Clackamas County and only one in the City of Gladstone is unfair. There are those from the Oak Lodge Library Service Area and the County who continually use population when referencing section 1. paragraph C. of the Settlement, regarding "proportionate membership." However, "proportionate membership" is not defined in the Settlement, therefore instead of being interpreted as being by population but it should be by buildings. Therefore, the minimum makeup of the regular members of the Board should be two from Oak Lodge Library Service Area, two from the City of Gladstone, and one from the unincorporated Gladstone Library Service Area. However, a better configuration of the Board would be seven regular voting members without any alternates or Liaisons. There would be three from the Oak Lodge Service Area, three from the City of Gladstone, and one from the unincorporated Gladstone Library Service Area.

## Cost Impact

Staff time to place the letter on city letterhead.

## Recommended Action

Recommend Council authorize Mayor Stempel to sign a letter asking the BCC to change the makeup of the Clackamas County Library Advisory Board to three members from the Oak Lodge Service Area, three from the City of Gladstone, and one from the unincorporated Gladstone Library Service Area.

**I move that Mayor Stempel be authorized to sign the approved letter to the Clackamas Board of County Commissioners.**

Neal Reisner

Councilor Neal Reisner  
Library Liaison

## (CITY LETTERHEAD)

Honorable Chair Jim Bernard  
Clackamas Board of County Commissioners  
2051 Kaen Road  
Oregon City, OR 97045

(Today's Date)

Dear Honorable Chair Jim Bernard and Clackamas Board of County Commissioners,

A majority of the proposed By-Laws of the Clackamas County Library Advisory Board are reasonable, fair, and equitable. However, as you contemplate approving the By-Laws, the City of Gladstone respectfully asks that the Board's regular voting membership consist of three members from the Oak Lodge Service Area, three members from the City of Gladstone, and one from the unincorporated Gladstone Library Service Area. The City believes this is fair and equitable while also adhering to the Settlement agreement that the membership be "proportionate." The City believes proportionate relates to the number of library buildings not population. Therefore, the Advisory Board membership should be equal, which is not the case in the current proposed By-Laws.

The City also asks that there not be alternates or liaisons as this will confuse the public as to who are the voting members of the Advisory Board. All Advisory Board meetings are open to the public, which will allow those with praise, concerns, or suggestions for improving the library can attend.

Thank you for your time and considering these suggested changes.

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Mayor Tammy Stempel

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(date)

Adopted:

## **Bylaws of Clackamas County Library Advisory Board**

### **ARTICLE I**

**NAME.** The name of the organization shall be the Clackamas County Library Advisory Board, formerly known as Clackamas County Library Board of Trustees.

### **ARTICLE II**

**PURPOSE.** The purpose of the Clackamas County Library Advisory Board is to serve the residents within the Oak Lodge Library and Gladstone Library Service Areas of the Clackamas County Library District in matters concerning library services, policies, and library-related issues in general.

**GOALS.** The goals of the Clackamas County Library Advisory Board are as follows:

- a. Involve area residents in library services and activities.
- b. Provide a line of communication between area residents and the Board of County Commissioners, and other public bodies.
- c. Act as an advisory board to the Board of County Commissioners, and others on matters affecting areas within the boundaries of the Clackamas County Library Advisory Board.
- d. Assist County with determining library policies that assure citizen involvement in the delivery of high-quality library services.
- e. Take such action as necessary by speaking out as a non-partisan group in support of the Clackamas County Library Advisory Board objectives.
- f. Be fully responsive to the comprehensive needs of the area and to take action as may be necessary to support its objectives.

### **ARTICLE III**

**MEMBERSHIP.** Membership shall be as representative as possible of the geographic and demographic populations of the service area.

- a. There shall be five regular and two optional alternate members of the Clackamas County Library Advisory Board. Eligible membership in the Clackamas County Library Advisory Board shall be open to anyone 18 years of age or older who is a resident, property owner, or a designated representative of a business, corporation, or trust within either the Oak Lodge Library or Gladstone Library Service Areas. Alternate members are not required if there are an insufficient number of applicants for these positions.
  - I. Three regular members must be eligible to represent the Oak Lodge Library service area, one regular member must be eligible to represent the City of Gladstone boundary, and one regular member must be eligible to represent the unincorporated portion of the Gladstone Library service area.
  - II. **One alternate member must be eligible to represent the Oak Lodge Library service area, and one alternate member must be eligible to represent the Gladstone Library service area. These members will only vote if they are standing in for an absent regular member.**
- b. Two non-voting Liaisons will be appointed to represent community interests, with one liaison eligible to represent the Gladstone Library service area, and the other eligible to represent the Oak Lodge Library service area. These liaison appointments will end June 30, following the completion and opening of the new Gladstone Public Library and Oak Lodge Public Library buildings.
- c. **Two Library Board members will be appointed to the Library District Advisory Committee. One member will represent the Oak Lodge service area and the other member will represent the Gladstone service area. Alternates from each service area may also be designated.**
- d. Membership shall not be limited by race, creed, color, sex, age, heritage, national origin or income. All new members will be required to show proof of eligibility as required in sub-section “a” above.

TERM. Members shall have an appointment term of four (4) years which shall expire on June 30. Expiration dates for the terms shall be staggered so that no more than two of the members' terms will expire in any year. For this purpose, membership terms may initially be staggered for less than four (4) years. Members may seek reappointment for a maximum of two consecutive terms. Reappointment may be made after an interval of one year. Current members seeking a new term on the Clackamas County Library Advisory Board shall submit an application at least ninety (90) days prior to the expiration of their current term.

APPOINTMENT. Member vacancy occurs when a member dies, resigns, is removed, or has more than three (3) unexcused absences from meetings within a twelve-month

period. Recruitments are managed by Clackamas County with Clackamas County Library Advisory Board performing the review of applications, interviews, and appointment recommendations to the Board of County Commissioners (BCC). Final appointments are made by the BCC. If available, an alternate member will stand in for votes until the new member has been appointed.

#### **ARTICLE IV**

**OFFICERS.** The officers of the Clackamas County Library Advisory Board shall include the following:

- a. Chairperson. The Chairperson shall preside over all meetings of the Clackamas County Library Advisory Board, appoint committee heads and have the responsibility of the performance of such duties as prescribed in these bylaws. The Chairperson shall act as an ex-officio member of all committees.
- b. Vice-Chairperson: The Vice-Chairperson shall aid the Chairperson and perform the duties of the Chairperson in his/her absence or disability.
  1. One officer shall be drawn from the Oak Lodge Library Service Area, and the other shall be drawn from the Gladstone Library Service Area. The Chairperson and the Vice-Chairperson shall jointly establish the agenda for the Clackamas County Library Advisory Board meetings.
- c. Secretary: The library manager or director shall serve as Secretary to the Board. The Secretary shall keep accurate records of all meetings of the Clackamas County Library Advisory Board. The Secretary may appoint a designee to keep the records of its action. The minutes shall be made available to any member or the public as required by the Oregon Public Records and Meetings Law. The Secretary shall handle all correspondence of the Clackamas County Library Advisory Board. The Secretary shall be responsible to maintain the membership registry required by these bylaws. The Secretary will be a County employee that is not an official member of the Board and shall therefore have no voting rights. The only functions of the Secretary will be as described above. (ORS 357.470).

**REPORTING TO PGA.** The Clackamas County Library Advisory Board shall provide the County Public and Government Affairs Department with a current list of officers.

**SELECTION OF OFFICERS.** The first election shall be held at the first meeting of the Clackamas County Library Advisory Board each July. Members shall assume their duties immediately upon election to office. All members are eligible for election to officer positions. Proxy votes shall not be allowed. (ORS 357.470).

**TERM OF OFFICE.** The term of office for all officers shall be two (2) years in succession, however, the officer shall continue to serve until a successor is elected or appointed to that office. The election as an officer shall not extend the term of appointment to the board if first elected to office in final year of membership as described above in Article III: Term.

**VACANCY OF OFFICER.** A vacancy occurs when an officer dies, resigns, is removed, or has more than three (3) unexcused absences from meetings within a twelve-month period. A vacancy shall be filled by appointment by the Clackamas County Library Advisory Board. The person appointed to fill the vacancy shall serve the remainder of the unexpired term and until a successor is elected or appointed to that office.

## **ARTICLE V**

**MEETINGS.** Meetings of the Clackamas County Library Advisory Board shall be held in accordance with the Oregon Public Meetings Laws. Meetings shall be held no less than twice per year and shall alternate between branch locations.

The Chairperson may call special meetings at any time with the concurrence of another board member or at the request of any three (3) board members of the Clackamas County Library Advisory Board. The time and location shall be determined by the Clackamas County Library Advisory Board. Notice of all meetings shall be provided as required by ORS 192.640 of the Oregon Public Meetings Law. Minutes of all meetings shall be kept and shall be available for public inspection as required by ORS 192.650 of the Oregon Public Meetings Law. A copy of all meeting minutes shall be provided to the County Public and Government Relations Office.

**QUORUM and VOTING.** A quorum shall be present at a meeting in order for the Clackamas County Library Advisory Board to transact business. A quorum consists of a majority of all regular or alternate members eligible to vote, not just those present. A vacancy on the board does not affect the quorum requirements. The Clackamas County Library Advisory Board can take official action only with the affirmative vote of a majority of all members.

**RECORDS.** All records of the Clackamas County Library Advisory Board shall be subject to disclosure except as allowed by exemptions of the Oregon Public Records Law.

## **ARTICLE VI**

**BOARD PROCEDURE.** The principles of parliamentary rules of procedures such as Robert's Rules of Order shall govern proceedings at any meeting of the Clackamas County Library Advisory Board. The Chair shall be guided by these principles in deciding any procedural questions. The Chair's decision on procedural matters may be overruled by a majority of the members voting on the question. The Clackamas County Library

Advisory Board may establish a more detailed hearing procedure to provide for an orderly process for holding a public hearing. All meetings shall comply with the Oregon Public Meetings Law.

## **ARTICLE VII**

**COMMITTEES.** The Clackamas County Library Advisory Board may create committees as required to promote the purposes and objectives of the Clackamas County Library Advisory Board. A chairperson for each committee shall be selected by the Clackamas County Library Advisory Board Chairperson.

## **ARTICLE VIII**

**AMENDMENTS.** These Bylaws may be amended. Proposed amendments shall be submitted to the County Counsel for approval. Upon approval of the County Counsel, the proposed amendments shall be approved by the members of the Clackamas County Library Advisory Board. However, the amendments shall not be in effect until approved by the Board of County Commissioners and that approval has been communicated back to the Chairperson. Amended bylaws shall supersede all previous bylaws and become the governing rules for the Clackamas County Library Advisory Board.



## City of Gladstone Staff Report

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Report Date: September 1, 2020  
Meeting Date: September 8, 2020  
To: City Council  
From: Jacque M. Betz, City Administrator

### AGENDA ITEM

Consider authorizing the City Council to submit a comment letter to Federal Highway Administration (FHWA) and Oregon Department of Transportation (ODOT) on the I-205 Tolling Environmental Assessment.

### BACKGROUND

At the August 11, 2020 City Council meeting ODOT provided a presentation to the City Council on the I-205 Tolling Project to address the congestion on I-205 between Stafford Road and Oregon Route 213 (OR 213). In 2017 the Oregon Legislature passed House Bill 2017, known as "Keep Oregon Moving". This bill committed hundreds of millions of dollars in projects that will address the congestion problem and improve the transportation system in the region and statewide.

The Legislature also directed the Oregon Transportation Commission (OTC) to pursue and implement tolling on I-5 and I-205 in the Portland Metro region to help manage traffic congestion. A 2018 feasibility analysis, which included both technical analysis and public input, determined that tolling could help manage congestion and raise revenue on I-5 and I-205.

The FHWA, with ODOT as a joint lead agency, is seeking comments for the Environmental Assessment (EA) consistent with National Environmental Policy Act (NEPA) regulations for a proposed tolling project on Interstate 205 (I-205). Public Input will help to finalize the range of alternatives and the areas of concerns to be studied.

### OPTIONS

- The City Council could choose to modify the draft letter.
- The City Council could choose to not submit comments.

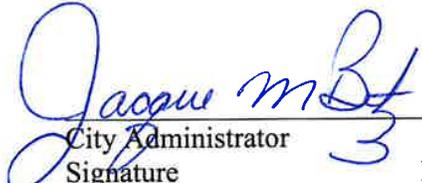
### RECOMMENDED STAFF ACTION:

Staff recommends that the City Council submit a comment letter to Federal Highway Administration (FHWA) and Oregon Department of Transportation (ODOT) on the I-205 Tolling Environmental Assessment.

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Department Head  
Signature

Date

  
City Administrator  
Signature

9-2-2020  
Date



Lucinda Broussard, Toll Program Director  
Oregon Department of Transportation  
355 Capitol Street NE, MS 11  
Salem, OR 97301-3871

Re: I-205 NEPA Alternatives Comment Period, August 3- September 16, 2020

Dear Director Broussard,

On behalf of the Gladstone City Council, we respectfully submit comments on the identified Purpose and Need of ODOT'S I-205 Toll Project and the alternatives that will be advanced through the project's National Environmental Protection Act (NEPA) analysis.

Tolling roads hurts local economies, reduces the quality of life in residential neighborhoods, and will have negative consequences on businesses and families. Gladstone is an older, underprivileged community in Clackamas County, with a population of about 11,905, that falls within the UGB for the Portland Metro area. Gladstone's senior population (19.1%) is higher than the County's or the region's and 12.1% of residents under the age of 65 are disabled. Many of Gladstone's workers are employed in low wage jobs (restaurants, retail) and according to the State of Oregon Employment Department, 5,113 of the people that live in Gladstone travel outside of the city for employment, and would be subjected to paying the toll roundtrip.

We have a lower percentage of college education residents and home ownership than either Clackamas County or the State. Our pre-COVID-19 unemployment rate (11.6%) was substantially higher than the County (9%) – and has dramatically worsened as a result of the pandemic.

Traffic diversion is also a serious problem, crowding secondary roads near tolling facilities. Specifically, in Gladstone, we are concerned about Arlington, Dartmouth, Gloucester, Portland Ave, Exeter, and Oatfield. Diverted traffic will contribute to traffic delays, traffic accidents, and accelerated deterioration of smaller secondary roads not built for such high use. Congestion caused by toll diversion also delays response times for emergency personnel who rely on alternative routes to quickly get to and from accidents and emergencies, raising legitimate public concerns.

For these reasons, we are opposed to any of the alternatives identified in the I-205 project and instead support the "no toll, no build" option. We understand that our infrastructure needs help, but it needs the right kind of help that specifically address congestion relief and we believe the tolls, are by far, the worst way to solve transportation funding deficit.

Thank you for considering our comments during the NEPA process.



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Tammy Stempel, Mayor

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Matt Tracy, City Council President

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Randy Ripley, City Councilor

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Linda Neace, City Councilor

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Neal Reisner, City Councilor

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Tracy Todd, City Councilor

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Tom Mersereau, City Councilor



**CITY COUNCIL  
MONTHLY  
ACTIVITY  
REPORTS**



# MAYOR TAMMY STEMPEL

## AUGUST 2020 – CIVIC ACTIVITY DETAIL

### MEETINGS - ACTIVITIES

- 8/1/2020
  - Library Painting Event
  - Homebound Senior Delivery
  
- 8/3/2020
  - Agenda Review with Jacque
  - Food Pantry Senior Coordination
  - C4 Check In
  
- 8/4/2020
  - Library Board Meeting
  - Check In with Regional Mayors
  - Check In With Homebound Seniors
  
- 8/5/2020
  - Mayors Video
  - Food Pantry Shift
  - Meeting with Senior Center Director and Senior Advisory Board Chair
  
- 8/6/2020
  - C4 Meeting
  - Governor's Conference Call
  
- 8/7/2020
  - Food Pantry Senior Coordination
  - Library Concerns Meeting
  
- 8/10/2020
  - Hazardous Tree in ROW Meeting
  - C4 Executive Committee Meeting
  - Parks and Recreation Board Meeting
  
- 8/11/2020
  - City Council Meeting
  
- 8/12/2020
  - Food Pantry Shift
  - Food Pantry Meeting – Homebound Seniors Potential Expansion
  
- 8/13/2020
  - Mayors and Managers Meeting
  - Mayors Check-in
  
- 8/19/2020
  - Food Pantry Shift
  - Mayors Check-in
  
- 8/20/2020
  - Governors Conference Call
  - I-205 Tolling Concerns Citizen Meeting

- 8/22/2020
  - Mayors Check-in
  - Governors' Conference Call
  - Library Concerns Meeting
  - Nature Park Hiroshima Peace Tree Event Planning Meeting
- 8/23/2020
  - Library Concerns Meeting
- 8/24/2020
  - Library Board Meeting (Briefly) + Recap
  - I205 Tolling Concerns Meeting
  - Metro Transportation Bond Measure Concerns Meeting
  - Clackamas Community College Stakeholders Interview
- 8/25/2020
  - City Council/Planning Commission Housing Work Session
  - Mayors Check-in
- 8/26/2020
  - Food Pantry Shift
  - Homebound Senior Coordination
- 8/27/2020
  - Meeting with Jacque
  - Governors Conference Call
- 8/31/2020
  - Agenda Review with Jacque
  - Water Bill Issue Call

\*\*Throughout the month review of social media, responses to email, phone conversations with regional elected officials and staff, and other direct phone calls.

## NOTES

**PRELIMINARY  
CITY COUNCIL  
AGENDA  
PLANNING  
DOCUMENT**



<b>September 17, 2020</b> <b>5:30 pm Zoom</b>			
	Gladstone Housing Needs Analysis Community Virtual Forum		
<b>October 13, 2020</b> <b>Regular City Council Meeting</b> <b>6:30 pm</b>			
	<ul style="list-style-type: none"> <li>• Financials</li> <li>• Legal costs on projects</li> <li>• Minutes from previous Council meetings</li> <li>• Department Head Monthly Reports (September)</li> </ul>		
<b>Public Hearing</b>	Approve an ordinance amending Gladstone Municipal Code Chapter 12.12 Park Rules	PC Schmerber	
<b>Public Hearing</b>	Code amendments pertaining to parking requirements for the substitution of institutional or civic land uses in GMC Chapter 17.18, C-2 Zoning District	CA Doughman, CA Betz, SP Fields	
	Consider approval of an intergovernmental agreement between the City of Gladstone and Clackamas County WES for repayment of the I/I Source identification and rehabilitation program, consistent with stipulations in the DEQ Mutual Agreement and Order.	PWD Whynot CA Betz	
	Update on Public Works Standards for street cut moratoriums	PWD Whynot	
<b>October 27, 2020</b> <b>City Council Work Session</b>			
<b>November 10, 2020</b> <b>Regular City Council Meeting</b> <b>6:30 PM</b>			
	<ul style="list-style-type: none"> <li>• Financials</li> <li>• Legal costs on projects</li> <li>• Minutes from previous Council meetings</li> <li>• Department Head Monthly Reports (October)</li> </ul>		
	Draft City Attorney Evaluation Process		
	Dissolution of Gladstone Library Board per GCC Chapter 2.10.010		

Gladstone City Council Preliminary Agendas

<b>November 24, 2020</b>			
	Thanksgiving week, no meetings		
<b>December 8, 2020 Regular City Council Meeting 6:30 pm</b>			
	<ul style="list-style-type: none"> <li>• Financials</li> <li>• Legal costs on projects</li> <li>• Minutes from previous Council meetings</li> <li>• Department Head Monthly Reports (November)</li> </ul>		
	Update the Master Fee Schedule	CR Bannick	
	Approve the Nature Park Site Plan	PWD Whynot	
	Appointments to Boards, Committees, and Commissions	City Council	
<b>December 22, 2020</b>			
	Christmas week, no meetings		
<b>January 12, 2020 Regular City Council Meeting 6:30 pm</b>			
	<ul style="list-style-type: none"> <li>• Financials</li> <li>• Legal costs on projects</li> <li>• Minutes from previous Council meetings</li> <li>• Department Head Monthly Reports (December)</li> </ul>		
	Swearing-in of Elected Officials	City Recorder/Judge	
	Approval of the 2019-2020 Audit	FD Brucker/Auditors	
	Adopt the Housing Needs Analysis	CA Betz	
	Consider approval of the Oak Lodge Sewer District IGA with The City of Gladstone- sanitary sewer agreement	PWD Whynot	
	<b>Annual Work Committee Work Plans are due to the City Council by January 22<sup>nd</sup> prior to Strategic Planning Session.</b>		

Gladstone City Council Preliminary Agendas

<b>To Be Set</b>			
	Discuss Gladstone liability insurance requirements (\$2 m/\$1 m).	CA Betz	
	Update the Traffic Signal Maintenance and Transportation Engineering Services IGA with Clackamas County	PWD Whynot	
	Consider approval of a resolution to amend City Council Rules to remove “correspondence” from the City Council agenda.	CA Betz	
<b>February 9, 2021</b>	Approve the 2021-23 budget calendar	FD Brucker CA Betz	