



**GLADSTONE CITY COUNCIL MEETING
CIVIC CENTER COUNCIL CHAMBERS
June 14, 2022 – 6:30 PM**

CALL TO ORDER
ROLL CALL
FLAG SALUTE

The City of Gladstone is abiding by guidelines set forth in House Bill 2560, which requires the governing body of the public body, to extent reasonably possible, to make all meetings accessible remotely through technological means and provide opportunity for members of general public to remotely submit oral and written testimony during meetings to extent in-person oral and written testimony is allowed. Therefore, this meeting will be open to the public both in person and virtually using the Zoom platform.

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/82667607865?pwd=M1FtLzdTRHovWnh5aWljVU9tFbkFUQT09>

Passcode: 752098

Or One tap mobile :

US: +17207072699,,82667607865#,,,,*752098# or +12532158782,,82667607865#,,,,*752098#

Or Telephone:

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

US: +1 720 707 2699 or +1 253 215 8782 or +1 346 248 7799 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 826 6760 7865

Passcode: 752098

If members of the public would like to comment on an agenda item (either virtually or in person) please email your comments to bannick@ci.gladstone.or.us prior to 12:00 p.m. (noon) on June 14, 2022.

The City Council will also have *Business from the Audience* at the end of the meeting. To speak during this time, (either virtually or in person) please email bannick@ci.gladstone.or.us prior to 12:00 p.m. (noon) on June 14, 2022 with your name, topic of discussion and city of residence.

(Zoom participant speaking instructions will be emailed to persons who request to speak and posted on the city's website)

PRESENTATION –RECOGNITION OF CITY OF GLADSTONE FIRE DEPARTMENT – City Administrator Jacque Betz and Former Fire Chief Rick Huffman (no attachments)

REPORT – CLACKAMAS FIRE DISTRICT #1 UPDATE – CFD1 Fire Chief Nick Browne

PRESENTATION – BUTTERFLY/POLLINATOR HILL PROJECT AT THE GLADSTONE NATURE PARK – Nancy Eichsteadt

AGENDA ADDITIONS OR CORRECTIONS

CONSENT AGENDA:

1. Approval of May 10, 2022 Regular Minutes
2. Approval of April Bank Balances
3. Budget Report for Period ending 04-30-2022
4. Approval of April Check Register
5. Legal Costs on Projects
6. Department Head Monthly Reports for May 2022
7. Award Annual Slurry Seal Projects Contract
8. Approval of an Intergovernmental Agreement (IGA) for Design of the 82nd Drive Pump Station
9. Approval of an IGA for Water Environment Services (WES) to Maintain the 82nd Drive Pump Station
10. Award Contract for the Gladstone Fire Department Remodel Project

CORRESPONDENCE: None

REGULAR AGENDA:**11. PUBLIC HEARING: ORDINANCE 1515 – AN ORDINANCE APPROVING HOUSING INITIATIVES RELATED TO HOUSE BILL (HB) 2001**

Consider approving Ordinance 1515 – approving housing initiatives related to HB 2001

12. FUNDING PROPOSAL FOR INFLOW AND INFILTRATION (I/I) PROJECTS 1 AND 2, POLICY DIRECTION FIXING PRIVATE PROPERTY

Consider allocating American Rescue Plan Act Funds towards completing Projects 1 and 2 in the recently completed I/I Source identification & Rehabilitation Report.

13. CONTRACT WITH AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)

Consider approval of the 2022-2025 Collective Bargaining Agreement with AFSCME and the City of Gladstone

BUSINESS CARRIED FORWARD –**BUSINESS FROM THE AUDIENCE**

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

BUSINESS FROM THE COUNCIL -

Council Monthly Activity Reports

Preliminary City Council Agenda Planning Document for 2022

ADJOURN**Upcoming Meeting Dates:**

- June 28, 2022 – City Council Work Session – 5:30 p.m. AT THE GLADSTONE SENIOR CENTER
- July 12, 2022 – Regular City Council Meeting – 6:30 p.m.

MEETING ACCESSIBILITY SERVICES AND AMERICANS WITH DISABILITIES ACT (ADA) NOTICE

The Civic Center is ADA accessible. Hearing devices may be requested from the City Recorder at least 48 hours prior to the meeting. Individuals requiring other assistance must make their request know 48 hours preceding the meeting by contacting the City Recorder at bannick@ci.gladstone.or.us. Staff will do their best to respond in a timely manner and to accommodate requests.

**CLACKAMAS
FIRE DISTRICT #1
REPORT**



FIRE CHIEF'S REPORT

June 2022

Here for you

The month of May was a month of transition. Since the City Council and the fire district's Board of Directors approved the intergovernmental agreement for services, staff from both entities have been preparing for the Clackamas Fire to begin providing service to the City. As provided for in the agreement, the City of Gladstone requested staffing assistance during the month of May and to start all services on June 1st.

Included in this report are a few highlights from the month and attached is our foundation to why and how we serve our communities and our people.

Clackamas Fire was the emergency response service provider for Gladstone on seven days during the month:

| | |
|---------|--|
| May 2-6 | 12 hours per day |
| May 21 | 24 hours |
| May 30 | 12 hours (from adjacent Clackamas Fire stations) |

Gladstone Fire and Clackamas Fire worked collaboratively on all aspects of the preparations, such as: orienting the station captain and incoming personnel to the Gladstone Community Fire Station #22 and the service area, providing apparatus operator training to GFD personnel, onboarding career GFD personnel, outfitting apparatus, inventorying equipment and materials to be used during the contract, and working with partner agencies – such as Clackamas County Department of Communications (C-COM) – to ensure a smooth transition.



Notable for June:

Clackamas Fire District #1 services on June 1 at 7:30 a.m. Clackamas Fire responded to the first call at 7:49. Crew changeover, dispatch, tone-out, and response worked seamlessly and have continued to do so.

Regularly assigned staffing at the station consists of three shifts, A-shift has three paramedics, B-shift has two paramedics and one EMT-Basic, and C-shift has two paramedics and one EMT-Intermediate.

With filled and anticipated vacancies through June 14, Station 22 is being staffed nine days with three paramedics and five days with two paramedics.



Here for you

Our Purpose:

To save lives and mitigate emergencies while bringing calm to chaos.
To bring value to the communities we serve and to make people's lives better.

Our Mission:

Clackamas Fire strives to be a well-trained **team** of empathetic professionals. We are constantly improving and empowering our people to best serve those we are committed to protect.

We Commit to:

- Saving lives, protecting homes, structures, and the environment.
- Actively locating and occupying all searchable spaces within a structure fire.
- Being innovative industry leaders in all-hazard service delivery.
- Promoting a culture of resiliency, accountability, and teamwork.
- Providing the best service in every situation.
- Managing risk and service delivery in everything we do.
- Fostering a culture of acceptance and inclusion.
- Being fiscally responsible and transparent.
- Constantly earning the trust of and maintaining our relevance within the communities we serve.
- Adapting to change and fostering creativity.
- Providing the highest level of training to ensure personal and professional growth and performance.
- Enhancing the personal and professional health, safety, and wellness of all personnel.

Our Values:

We value our people and the people we serve. Our focus will be on establishing "TEAMS".

T-Trust

E-Empowerment

A-Accountability

M-Mindset

S-Service

PRESENTATION

#2

Gladstone Nature Park

Butterfly/Pollinator Hill Fact Sheet

- 2019-2022
- \$13,100 IN GRANT FUNDING (METRO & ONPOINT)
- 10,000 SQUARE FEET
- 1500 NEW NATIVE PLANTS
- 1,000+ VOLUNTEER HOURS
- 250 GLADSTONE STUDENTS
- 19 YELLOWJACKET NESTS
- 15 COMMUNITY PARTNERS
- 2 DUMP TRUCK LOADS OF SOIL
- 1 ART INSTALLATION
- 1 WEDDING





CONSENT AGENDA

GLADSTONE CITY COUNCIL MEETING MINUTES OF MAY 10, 2022

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

ROLL CALL:

Mayor Tammy Stempel, Councilor Ripley, Councilor Alexander, Councilor Tracy, Councilor Hartman, Councilor Todd, Councilor Garlington

ABSENT:

None.

STAFF:

Jacque Betz, City Administrator; Cathy Brucker, Finance Consultant; John Schmerber, Chief of Police; Chad Jacobs, City Attorney; Tami Bannick, City Recorder

Mayor Stempel called the meeting to order and explained that the City is abiding by guidelines set forth in House Bill 2560, which requires that they make all meetings accessible remotely, through technologic means and provide the opportunity for the public to participate to the best of their ability. This meeting will be open to the public, both in person and virtually, using the Zoom platform. The Council members and staff will be in person, as well as those citizens who wish to attend in person. She went over the procedures that will be followed for the meeting and the meeting agenda.

AGENDA ADDITIONS OR CORRECTIONS:

None.

CONSENT AGENDA:

1. Approval of April 12, 2022 Regular Meeting Minutes
2. Approval of March Bank Balances
3. Budget Report for Period ending 3-31-2022
4. Approval of March Check Register
5. Legal Costs on Projects
6. Department Head Monthly Reports for April 2022

Councilor Hartman made a motion to approve the Consent Agenda. Motion was seconded by Councilor Garlington. Ms. Bannick took a roll call vote: Councilor Alexander – yes. Councilor Tracy – yes. Councilor Hartman – yes. Councilor Todd – yes. Councilor Garlington – yes. Councilor Ripley – yes. Mayor Stempel – yes. Motion approved with a unanimous vote.

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.

PRESENTATION – EMPLOYEE RECOGNITION:

Ms. Betz said our employees are our greatest asset and we must highlight their successes. She explained that "Pineapple Awards" are given to employees who go above and beyond for the community. The award signifies wisdom, wellbeing, welcomeness, and deep appreciation for dedication to the organization.

Ms. Betz said that Cathy Brucker has been with Gladstone for over four years. She came to the rescue when our Finance position was vacant. We are fortunate to have her here for another year before she retires. Ms. Brucker has implemented professional standards and best practices for the City of Gladstone. Our audits are clean, our biennium budget processes are fluid and transparent. She assisted the City with borrowing and structuring affordable debt so we could build the \$13.5 million Civic Center, and now a new \$5 million Public Works facility. She is currently implementing a five-year financial forecasting program so we can estimate future revenues and expenditures appropriately to achieve fiscal viability. She assisted with negotiations on the contract for Fire and Emergency Services. She is also working on a banking services proposal and will help the City hire a new auditor. Most recently, the Government Finance Officers' Association recognized her by presenting her with the lifetime achievement award for her outstanding career in finance. It is an incredible honor to be recognized by peers across the state of Oregon and we would like to show our appreciation by presenting Cathy with the inaugural Gladstone Pineapple Award.

Ms. Betz said that Police Chief John Schmerber has been with the City for three years. He has an incredible ability to lead and manage the Police Department and inspires confidence in his employees. He developed a vision that enhanced accountability, integrity, and professionalism, and established himself as a trusted and respected leader in the Department, City-wide, in the community, and at the State level. This past year he has done an exceptional job in emergency management, traffic safety and awareness, enhancing partnerships in the community, managing competing crowds during demonstrations for over five weeks, and mentoring his staff to develop a curriculum for the forthcoming Gladstone Community Academy. By far, the most exemplary leadership he displayed was during our recent officer-involved shooting. Officer-involved shootings are the most stressful experiences in law enforcement, and he handled it with professionalism, compassion, and empathy. As the Police Chief he provided strong support by insuring that licensed and competent personnel were available to assist the officers involved, their families, and the rest of the Department. The support helped manage the stressors, emotions, and pressures experienced by the event. With the Chief's guidance we are grateful that Sergeant Hill and Officer Lau are safe and back to work. Recently, the Oregon Association Chiefs of Police recognized Chief Schmerber for her service on the Board of Directors. He was thanked for his outstanding and dedicated service to the City of Gladstone and the State of Oregon, which is a prestigious honor. She presented him with the Gladstone Pineapple Award.

REGULAR AGENDA

7. RESOLUTION 1209 – BUDGET ADJUSTMENT ON FUNDS FOR PUBLIC WORKS FACILITY PROJECT:

Ms. Brucker went over the staff report. They are asking to amend the 2021/2023 biennium budget for impacts unknown at the time the budget was adopted. On November 2, 2021 the voters approved the construction of the Public Works facility and the necessary incurrence of \$5 million in associated debt. On April 21, 2022 the City entered into a full faith and credit financing for the \$5 million with Chase Bank. The interest rate is 2.54%, payable over 18 years. Payment of this debt will be financed by 22.5% payments from the Road, Sewer, Water and Stormwater funds,

with 10% provided by the Parks Department within the General Fund. All amounts will be offset by capital outlay within each department and fund.

As permitted by Oregon Budget Law, unbudgeted proceeds from voter-approved debt financing may be spent within the current fiscal year with the passage of a resolution. Transfers between the appropriation categories and funds must also be included for approval for construction and debt service payments. Staff is requesting adoption of Resolution 1209 to recognize the Full Faith and Credit Series 2022 acquisition of debt proceeds, recognize the appropriation of the proceeds for construction, and recognize the subsidy of the debt from other funds, along with the semi-annual principle and interest payments due. These actions are necessary to utilize the funding and remain in compliance with Oregon Budget Law. Staff recommends adoption of Resolution No. 1209 to increase the 2021-2023 Biennium Budget by \$5,363,884 to a total of \$62,925,830 as permitted by ORS 294.338 and 294.463.

Councilor Garlington made a motion to adopt Resolution No. 1209 to increase the 2021-2023 Biennium Budget by \$5,363,884 to a total of \$62,925,830 as permitted by ORS 294.338 and 294.463. Motion was seconded by Councilor Tracy. Ms. Bannick took a roll call vote: Councilor Garlington – yes. Councilor Todd – yes. Councilor Hartman – yes. Councilor Tracy – yes. Councilor Alexander – yes. Councilor Ripley – yes. Mayor Stempel – yes. Motion passed with a unanimous vote.

8. GLADSTONE COMMUNITY FESTIVAL AGREEMENT:

Ms. Betz said they are very excited to have this application back before us. They haven't had the festival in a couple of years due to the pandemic.

Bob Everett and Bryce Colson, representatives from the Gladstone/Oak Grove Rotary Club went over some of the changes this year. The festival will only be held on Friday and Saturday (August 5 & 6) in Max Patterson Park. There is still going to be the car show down on Portland Avenue. They will have bands coming to perform, there will be a beer garden, a kid's zone, crafts, a movie in the park, etc. The hours will be from noon to midnight on Friday, and 10:00 A.M. to midnight on Saturday. They thanked the City for supporting them.

Ms. Betz said there will also be a used book sale at John Wetten, a pickleball tournament, a high school reunion, Kiwanis pancake breakfast, etc. going on that weekend.

Councilor Alexander made a motion to authorize the City Administrator to sign the Gladstone Community Festival Agreement with the Gladstone/Oak Grove Rotary Club for the dates of August 5 & 6, 2022. Motion was seconded by Councilors Hartman and Todd. Ms. Bannick took a roll call vote: Councilor Todd – yes. Councilor Hartman – yes. Councilor Tracy – yes. Councilor Alexander – yes. Councilor Ripley – yes. Councilor Garlington – yes. Mayor Stempel – yes. Motion passed with a unanimous vote.

9. ORDINANCE 1514 – AMENDING PROVISIONS OF THE GLADSTONE MUNICIPAL CODE (GMC) TO CONFORM TO PROVISIONS OF THE 2022 GLADSTONE CITY CHARTER – MODIFY A LIMITED NUMBER OF INACCURATE STATE STATUTORY CITATIONS OF AUTHORITY:

A: Consider approval of Ordinance 1514, an ordinance amending provisions of the GMC to conform to provisions of the 2022 Gladstone City Charter and modify a limited number of inaccurate State Statutory citations of authority.

Mr. Jacobs went over the staff report. He said this is basically a clean-up ordinance – it's not really making any substantive changes. Staff is recommending approval of the proposed Ordinance 1514.

Councilor Hartman made a motion to adopt Ordinance 1514, an ordinance amending provisions of the Gladstone Municipal Code (GMC) to conform to provisions of the 2022 Gladstone City Charter and modify a limited number of inaccurate State Statutory citations of authority. Motion was seconded by Councilor Alexander. Ms. Bannick took a roll call vote: Councilor Tracy – yes. Councilor Hartman – yes. Councilor Todd – yes. Councilor Garlington – yes. Councilor Ripley – yes. Councilor Alexander – yes. Mayor Stempel – yes. Motion passed with a unanimous vote.

A second reading was done.

Councilor Tracy made a motion to adopt Ordinance 1514, an ordinance amending provisions of the Gladstone Municipal Code (GMC) to conform to provisions of the 2022 Gladstone City Charter and modify a limited number of inaccurate State Statutory citations of authority. Motion was seconded by Councilor Garlington. Ms. Bannick took a roll call vote: Councilor Tracy – yes. Councilor Alexander – yes. Councilor Ripley – yes. Councilor Hartman – yes. Councilor Todd – yes. Councilor Garlington – yes. Mayor Stempel – yes. Motion passed with a unanimous vote.

B: Provide staff guidance on the process for conforming provisions of the 2022 Gladstone City Charter with the City Council Rules, Resolution 1129.

Ms. Betz said there are some policy directions that staff needs before moving forward with the conformity of City Council Rules to the new City Charter. She asked if they wanted to embark on this journey starting this summer through the end of this year knowing that they also have to do it in 2023, or does the City Council want to wait until 2023 goal setting session to work on this project.

Councilor Garlington asked how many issues there were to be addressed. Ms. Betz said there are four areas highlighted in the staff report. They estimate it could take approximately three months to work on them. They could create a subcommittee of citizens to do this, but to create a subcommittee of the City Council they would first need to amend the City Council Rules. Councilor Riley would like to have the community involved in this and get it done now.

Councilor Todd agreed with Councilor Riley.

Councilor Alexander wants to wait until 2023.

Councilor Hartman wants to wait until 2023 and involve the community.

Councilor Tracy feels that 2023 is a better time to do this and involving the community. Mayor Stempel also wants to wait until 2023.

Ms. Betz said they can start advertising for the citizen subcommittee in the fall so they can start in January.

Councilor Garlington also wants to wait until 2023. Councilors Riley and Todd agreed to wait.

10. APPOINTMENT TO THE CITY OF GLADSTONE PARK AND RECREATION ADVISORY COMMITTEE: Ms. Betz said there is one applicant, Martha Perantoni. She has history and experience that will add to the diversity of the group.

Councilor Hartman made a motion to appoint Martha Perantoni to the Park and Recreation Advisory Board. Motion was seconded by Councilor Garlington. Ms. Bannick took a roll call vote: Councilor Ripley – yes. Councilor Alexander – yes. Councilor Tracy – yes. Councilor Hartman – yes. Councilor Todd – yes. Councilor Garlington – yes. Mayor Stempel – yes. Motion passed with a unanimous vote.

11. APPOINTMENT TO THE CITY OF GLADSTONE PLANNING COMMISSION:

Ms. Betz said there are two applicants for one position for the remainder of 2022. Patrick Smith and Nicole Gossett-Roxbury (her application came in after the deadline).

Ms. Bannick asked each Councilor for their choice. Councilor Garlington – Gossett-Roxbury. Councilor Todd – Smith. Councilor Hartman – Smith. Councilor Tracy – Smith. Councilor Alexander – Smith. Councilor Ripley – Smith. Mayor Stempel – Smith. Patrick Smith was selected (6-1).

BUSINESS CARRIED FORWARD:

None.

BUSINESS FROM THE AUDIENCE:

Gerry Blakney wanted to thank the staff for hanging in there. He wanted to thank Mr. Jacobs, Councilor Hartman, Councilor Todd, and Councilor Tracy for their service. He said they have three Councilor seats and the Mayor's position that are opening up. He doesn't live in the City of Gladstone so he can't apply. He will help anyone who wants to run for City Council who is interested in helping the City of Gladstone. If you're tired of the politics and the bickering and fighting seek him out and he will help you. He said there are people in this community who show up, but there are also a lot of people who don't show up because of all of the in-fighting that has happened under the current leadership of the City Council. He said that's not this, that's not picking battles, that's not him fighting with Tammy. He has received the feedback from the community that maybe that's not the best use of his time, so instead, he's willing to dedicate his time to make sure that you have a fighting chance to get on the City Council. He thanked Councilor Garlington, Mayor Stempel, Councilor Alexander, and Councilor Ripley because they show up. He appreciates the time that they serve the community. He said there are three to eight people that talk every month and he feels that those are the people they should be leaning on for their committees/boards. He said the people who come here are the people who will serve on your boards and volunteer for you.

BUSINESS FROM THE COUNCIL

Councilor Garlington:

She said she and Councilor Hartman have gotten involved with the League of Oregon Cities. One of the things she has gotten involved with is the Women's Caucus – they have been established to bring elected officials together for mentorship, conversation, team building, friendship, and more. She urged any elected official to seek out this group. There are a lot of great people in it to lean on. If you are thinking about running for office give her a call.

The Nature Park plant sale was a great success. The highlight is to show off their awesome park and she is very proud of it. They met some great neighbors. They want to work side by side with people and get to know them.

The pancake breakfast was a good community event. The egg hunt was fun and the kids had a great time. The City and Rotary Club did a great job. She thanked the junior high and high schools that were doing different musical activities.

The Clackamas County Library Board passed a budget last month to send on to the Board of Commissions. She urged anyone who is interested in the new library to tune into the Zoom meeting tomorrow. The training event on April 27th was informative and enlightening. She thanked the City for the invitation to the Council – she appreciates being included.

Councilor Todd:

She asked for more information regarding the League of Oregon Cities.

The forms to register for the Community Festival parade are available on the website now – Gladstonecommunityfestival.org. They ask for a donation of \$10. They use the money to pay the bigger bands that participate. It will be on Saturday, August 6th and starts at 10:00 A.M. and is approximately one mile long, ending at Max Patterson Park. If you have questions, contact her.

Councilor Alexander:

He wanted to let people know about the Community Police Academy that will be coming up in a couple of months if they are interested in applying.

Councilor Hartman:

She attended her first Senior Center meeting – they are looking for donations of flowers/plants for their garden. They also accept gift cards.

She attended a presentation by the DEI directors. They and Dr. John Powell talked about targeted universalism. She suggested everyone look it up – it's a way of looking at DEI work as an inclusive space for all people. She learned quite a bit.

The other League of Oregon Cities organization she belongs to is the People of Color Caucus.

Councilor Tracy:

He said we have a fairly safe city, have a competent Fire Department, competent Police Department, and a Public Works Department that's trying to catch up. He would like to recognize the City staff – they have done a fantastic job over two years of probably the hardest history any of us have ever witnessed. He has heard from newcomers how nice the neighborhood is, how clean it is, and how people are reaching out to them and offering to help them. Every time he looks at the monthly reports it blows his mind that they're able to keep us on track with such a limited budget and keep the City in the shape that it's in.

Mayor Stempel:

She said the Food Pantry is open from 3-5:30 on Thursdays at the Hillside Christian Fellowship Church off Glen Echo – located in the back portable buildings. The number of families and homebound seniors they are serving is growing every week and growing in leaps and bounds. They are still looking for volunteers and donations. If anyone wants to drop off food she is there with the prep crew on Wednesdays from 2 – 3:30 P.M.

She wanted to comment on some statements that were made in the media because she has been fielding many conversations and phone calls from concerned citizens that can't believe that we put our city in the situation that we apparently did. This pertains to an article in the Clackamas Review on April 19th regarding the agreement with Clackamas Fire. There was a quote from Councilor Garlington that stated: "I don't want anyone to have to call 9-1-1 for a family member and not have it answered". That would not have

happened, and she doesn't want our citizens to think that we would ever have put them in that situation. Mutual aid agreements guarantee that if our Gladstone firefighters were on another call an outside agency would step in and cover it. Thankfully Clackamas Fire is always there. The other statement was that Gladstone was previously an island of inadequate fire service provided by the City. Our Fire Department served our community for over 100 years, saving lives and property. They are completely committed to our citizens and our City, going above and beyond over and over again, providing a seamless and professional response. To now say it was inadequate is incorrect. Our firefighters deserve our respect and our heartfelt thanks for all the work that they have done for our community, and not a statement dismissing their efforts. She thanked them and said they are so valued, and our citizens will not forget that. Mayor Stempel asked for a motion to adjourn the meeting.

ADJOURN:

Councilor Tracy made a motion to adjourn the meeting. Motion was seconded by Councilor Todd. Ms. Bannick took a roll call vote: Councilor Ripley – yes. Councilor Alexander – yes. Councilor Tracy – yes. Councilor Hartman – yes. Councilor Todd – yes. Councilor Garlington – yes. Mayor Stempel – yes. Motion passed unanimously.

Meeting was adjourned at 7:31 P.M.

Approved by the Mayor this _____ day of _____, 2022.

ATTEST:

Tamara Stempel, Mayor

Tami Bannick, City Recorder

| BANK BALANCES | | | | | | |
|-----------------------------------|------------------|------------------|-------------------|------------------|------------------|------------------|
| Month Ending Balance | | | | | | |
| Bank | July 2021 | August 2021 | September 2021 | October 2021 | November 2021 | December 2021 |
| LGIP -City Of Gladstone #4472 | \$ 14,618,555.95 | \$ 16,086,612.67 | \$ 15,727,856.31 | \$ 15,795,396.86 | \$ 20,111,020.82 | \$ 20,354,455.64 |
| LGIP - Urban Renewal Agency #4650 | 2,314,978.08 | 2,110,410.18 | 2,113,163.66 | 1,869,779.11 | 2,697,248.46 | 2,777,710.35 |
| Checking Accounts: | | | | | | |
| General Fund | 250,969.98 | 191,092.64 | 271,148.46 | 222,271.87 | 271,723.01 | 162,804.93 |
| Urban Renewal | 18,506.22 | 18,506.29 | 18,506.36 | 18,506.43 | 17,815.43 | 17,815.57 |
| Municipal Court | 60,381.25 | 49,724.11 | 45,789.54 | 51,611.98 | 39,544.94 | 31,986.26 |
| Totals | \$ 17,263,391.48 | \$ 18,456,345.89 | \$ 18,176,464.33 | \$ 17,957,566.25 | \$ 23,137,352.66 | \$ 23,344,772.75 |
| Bank | January 2022 | February 2022 | March 2022 | April 2022 | May 2022 | June 2022 |
| LGIP -City Of Gladstone #4472 | \$ 20,087,675.49 | \$ 20,097,346.47 | \$ 20,343,402.82 | \$ 24,902,930.08 | | |
| LGIP - Urban Renewal Agency #4650 | 2,766,567.83 | 2,738,908.09 | 2,767,381.65 | 2,773,275.43 | | |
| Checking Accounts: | | | | | | |
| General Fund | 482,952.88 | 170,139.39 | 295,165.28 | 298,346.84 | | |
| Urban Renewal | 67,665.68 | 23,420.06 | 23,046.87 | 23,046.96 | | |
| Municipal Court | 35,119.57 | 51,006.46 | 56,358.49 | 53,882.06 | | |
| Totals | \$ 23,439,981.45 | \$ 23,080,820.47 | \$ 23,485,355.11 | \$ 28,051,481.37 | \$ - | \$ - |



City of Gladstone

Budget Report Account Summary

For Fiscal: 2021-2022 Period Ending: 04/30/2022

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|--|---|--------------------------|-------------------------|---------------------|---------------------|--|-----------------|
| Fund: 100 - GENERAL FUND | | | | | | | |
| Revenue | | | | | | | |
| Department: 000 - UNDESIGNATED / NON DEPARTMENTAL | | | | | | | |
| RptType: 3000 - BEG FUND BAL. | | | | | | | |
| 100-000-309999 | BEGINNING FUND BALANCE | 4,850,000.00 | 4,850,000.00 | 0.00 | 0.00 | -4,850,000.00 | 0.00 % |
| | RptType: 3000 - BEG FUND BAL. Total: | 4,850,000.00 | 4,850,000.00 | 0.00 | 0.00 | -4,850,000.00 | 0.00 % |
| RptType: 3100 - LOCAL TAXES | | | | | | | |
| 100-000-310010 | CURRENT YEAR TAXES | 9,300,726.00 | 9,300,726.00 | 17,813.96 | 4,477,632.07 | -4,823,093.93 | 48.14 % |
| 100-000-310050 | PRIOR YEAR TAXES | 90,000.00 | 90,000.00 | 2,053.46 | 30,444.45 | -59,555.55 | 33.83 % |
| 100-000-314045 | TRANSIENT LODGING TAX | 250,000.00 | 250,000.00 | 26,215.74 | 115,968.04 | -134,031.96 | 46.39 % |
| | RptType: 3100 - LOCAL TAXES Total: | 9,640,726.00 | 9,640,726.00 | 46,083.16 | 4,624,044.56 | -5,016,681.44 | 47.96 % |
| RptType: 3110 - STATE SHARED TAXES | | | | | | | |
| 100-000-310170 | STATE REVENUE SHARING | 260,000.00 | 260,000.00 | 0.00 | 82,830.14 | -177,169.86 | 31.86 % |
| 100-000-311010 | ALCOHOL TAX REVENUE | 451,282.00 | 451,282.00 | 15,506.52 | 153,627.44 | -297,654.56 | 34.04 % |
| 100-000-311015 | MARIJUANA TAX | 55,221.00 | 55,221.00 | 13,453.76 | 31,232.20 | -23,988.80 | 56.56 % |
| 100-000-311020 | CIGARETTE TAX REVENUE | 17,800.00 | 17,800.00 | 732.17 | 7,644.45 | -10,155.55 | 42.95 % |
| | RptType: 3110 - STATE SHARED TAXES Total: | 784,303.00 | 784,303.00 | 29,692.45 | 275,334.23 | -508,968.77 | 35.11 % |
| RptType: 3120 - RIGHT OF WAY FEES | | | | | | | |
| 100-000-312010 | GLADSTONE DISPOSAL FRANCHISE FEE | 250,000.00 | 250,000.00 | 0.00 | 59,405.86 | -190,594.14 | 23.76 % |
| 100-000-312025 | PGE FRANCHISE FEES | 800,000.00 | 800,000.00 | 0.00 | 434,901.64 | -365,098.36 | 54.36 % |
| 100-000-312030 | NW NATURAL GAS FRANCHISE FEE | 227,000.00 | 227,000.00 | 0.00 | 47,538.26 | -179,461.74 | 20.94 % |
| 100-000-312040 | COMCAST CABLE TV FRANCHISE FE | 276,000.00 | 276,000.00 | 0.00 | 73,972.14 | -202,027.86 | 26.80 % |
| | RptType: 3120 - RIGHT OF WAY FEES Total: | 1,553,000.00 | 1,553,000.00 | 0.00 | 615,817.90 | -937,182.10 | 39.65 % |
| RptType: 3130 - LICENSES AND PERMITS | | | | | | | |
| 100-000-313010 | BUSINESS LICENSE FEES | 135,000.00 | 135,000.00 | 675.00 | 77,285.00 | -57,715.00 | 57.25 % |
| 100-000-313015 | LIQUOR LICENSE RENEWALS | 1,500.00 | 1,500.00 | 0.00 | 735.00 | -765.00 | 49.00 % |
| 100-000-313020 | ALARM PERMITS | 13,000.00 | 13,000.00 | 575.00 | 8,115.00 | -4,885.00 | 62.42 % |
| 100-000-313025 | PARKING PERMITS | 500,000.00 | 500,000.00 | 11,072.00 | 93,723.00 | -406,277.00 | 18.74 % |
| | RptType: 3130 - LICENSES AND PERMITS Total: | 649,500.00 | 649,500.00 | 12,322.00 | 179,858.00 | -469,642.00 | 27.69 % |
| RptType: 3140 - CHARGES FOR SERVICES | | | | | | | |
| 100-000-314010 | RECREATION FEES | 4,000.00 | 4,000.00 | 3,430.00 | 3,530.00 | -470.00 | 88.25 % |
| 100-000-314015 | SENIOR CENTER BUILDING RENTAL FE... | 7,500.00 | 7,500.00 | 220.00 | 1,075.00 | -6,425.00 | 14.33 % |
| 100-000-314020 | PLANNING APPLICATION FEES | 35,000.00 | 35,000.00 | 17,750.00 | 31,267.20 | -3,732.80 | 89.33 % |
| 100-000-314025 | SOCIAL SERVICES CONTRACT | 80,000.00 | 80,000.00 | 7,687.59 | 23,331.02 | -56,668.98 | 29.16 % |
| 100-000-314030 | LIEN SEARCH FEES | 8,000.00 | 8,000.00 | 750.00 | 5,510.55 | -2,489.45 | 68.88 % |
| | RptType: 3140 - CHARGES FOR SERVICES Total: | 134,500.00 | 134,500.00 | 29,837.59 | 64,713.77 | -69,786.23 | 48.11 % |
| RptType: 3150 - GRANTS | | | | | | | |
| 100-000-315030 | POLICE GRANTS | 0.00 | 0.00 | 1,048.27 | 35,362.31 | 35,362.31 | 0.00 % |
| 100-000-315040 | FIRE GRANTS | 50,000.00 | 50,000.00 | 0.00 | 200.00 | -49,800.00 | 0.40 % |
| 100-000-315055 | MARINE BOARD MAINTENANCE GRA... | 10,800.00 | 10,800.00 | 0.00 | 0.00 | -10,800.00 | 0.00 % |
| 100-000-315065 | WES/GOOD NEIGHBOR GRANT | 100,000.00 | 100,000.00 | 0.00 | 52,500.00 | -47,500.00 | 52.50 % |
| 100-000-315080 | OTHER GRANTS | 2,512,000.00 | 62,685.00 | 0.00 | 90,192.07 | 27,507.07 | 143.88 % |
| | RptType: 3150 - GRANTS Total: | 2,672,800.00 | 223,485.00 | 1,048.27 | 178,254.38 | -45,230.62 | 79.76 % |
| RptType: 3160 - DEBT SERVICE PROCEEDS | | | | | | | |
| 100-000-381000 | OFS-DEBT PROCEEDS | 0.00 | 5,000,000.00 | 5,000,000.00 | 5,000,000.00 | 0.00 | 100.00 % |
| | RptType: 3160 - DEBT SERVICE PROCEEDS Total: | 0.00 | 5,000,000.00 | 5,000,000.00 | 5,000,000.00 | 0.00 | 100.00 % |
| RptType: 3260 - FINES AND FORFEITURES | | | | | | | |
| 100-000-326010 | COURT FINES & FORFEITURES | 705,000.00 | 705,000.00 | 34,308.79 | 278,076.12 | -426,923.88 | 39.44 % |
| | RptType: 3260 - FINES AND FORFEITURES Total: | 705,000.00 | 705,000.00 | 34,308.79 | 278,076.12 | -426,923.88 | 39.44 % |

Budget Report

For Fiscal: 2021-2022 Period Ending: 04/30/2022

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|---|-----------------------------------|--------------------------|-------------------------|---------------------|----------------------|--|-----------------|
| RptType: 3301 - INTEREST | | | | | | | |
| 100-000-330100 | INTEREST | 195,000.00 | 195,000.00 | 11,243.51 | 79,581.56 | -115,418.44 | 40.81 % |
| RptType: 3301 - INTEREST Total: | | 195,000.00 | 195,000.00 | 11,243.51 | 79,581.56 | -115,418.44 | 40.81 % |
| RptType: 3600 - MISCELLANEOUS | | | | | | | |
| 100-000-360000 | ALL OTHER GF RECEIPTS | 70,000.00 | 71,813.00 | 1,069.51 | 27,400.28 | -44,412.72 | 38.16 % |
| 100-000-361016 | FIRST RESPONDER SUPPLIES REIMB | 10,000.00 | 10,000.00 | 767.75 | 7,899.50 | -2,100.50 | 79.00 % |
| 100-000-362212 | TRAM TRIPS | 10,000.00 | 10,000.00 | 1,001.35 | 3,454.55 | -6,545.45 | 34.55 % |
| 100-000-362213 | MEAL DONATIONS | 19,000.00 | 19,000.00 | 1,424.75 | 16,702.38 | -2,297.62 | 87.91 % |
| RptType: 3600 - MISCELLANEOUS Total: | | 109,000.00 | 110,813.00 | 4,263.36 | 55,456.71 | -55,356.29 | 50.05 % |
| RptType: 3700 - OTHER | | | | | | | |
| 100-000-371000 | SALE OF SURPLUS EQUIP/PROPERTY | 30,000.00 | 30,000.00 | 239.40 | 21,576.51 | -8,423.49 | 71.92 % |
| RptType: 3700 - OTHER Total: | | 30,000.00 | 30,000.00 | 239.40 | 21,576.51 | -8,423.49 | 71.92 % |
| Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total: | | 21,323,829.00 | 23,876,327.00 | 5,169,038.53 | 11,372,713.74 | -12,503,613.26 | 47.63 % |
| Department: 910 - TRANSFER IN | | | | | | | |
| RptType: 3990 - TRANSFERS IN | | | | | | | |
| 100-910-399205 | TRANSFER IN FROM STREET FUND | 367,284.00 | 458,255.00 | 0.00 | 88,022.00 | -370,233.00 | 19.21 % |
| 100-910-399228 | TRANSFER IN FROM POLICE LEVY | 135,023.00 | 133,842.00 | 0.00 | 26,526.00 | -107,316.00 | 19.82 % |
| 100-910-399229 | TRANSFER IN FROM FIRE LEVY | 72,243.00 | 71,611.00 | 0.00 | 14,096.00 | -57,515.00 | 19.68 % |
| 100-910-399390 | TRANSFER IN FROM URBAN RENEWAL | 490,814.00 | 490,814.00 | 0.00 | 245,403.57 | -245,410.43 | 50.00 % |
| 100-910-399730 | TRANSFER IN FROM SEWER FUND | 197,633.00 | 288,604.00 | 0.00 | 47,132.00 | -241,472.00 | 16.33 % |
| 100-910-399740 | TRANSFER IN FROM WATER FUND | 297,125.00 | 388,096.00 | 0.00 | 71,343.00 | -316,753.00 | 18.38 % |
| 100-910-399750 | TRANSFER IN FROM STORM WATER | 140,123.00 | 231,094.00 | 0.00 | 33,643.00 | -197,451.00 | 14.56 % |
| RptType: 3990 - TRANSFERS IN Total: | | 1,700,245.00 | 2,062,316.00 | 0.00 | 526,165.57 | -1,536,150.43 | 25.51 % |
| Department: 910 - TRANSFER IN Total: | | 1,700,245.00 | 2,062,316.00 | 0.00 | 526,165.57 | -1,536,150.43 | 25.51 % |
| Revenue Total: | | 23,024,074.00 | 25,938,643.00 | 5,169,038.53 | 11,898,879.31 | -14,039,763.69 | 45.87 % |
| Expense | | | | | | | |
| Department: 121 - ADMIN | | | | | | | |
| RptCategory: 40 - PERSONNEL SERVICES | | | | | | | |
| 100-121-431010 | CITY ADMINISTRATOR | 366,948.00 | 366,948.00 | 14,945.10 | 145,259.05 | 221,688.95 | 39.59 % |
| 100-121-431020 | CITY RECDR/HR MGR | 278,663.00 | 278,663.00 | 7,633.00 | 76,330.00 | 202,333.00 | 27.39 % |
| 100-121-431030 | FINANCE DIRECTOR (.80) | 213,506.00 | 110,412.00 | 0.00 | 0.00 | 110,412.00 | 0.00 % |
| 100-121-431070 | OFFICE ASSISTANT | 134,971.00 | 134,971.00 | 5,703.00 | 57,030.00 | 77,941.00 | 42.25 % |
| 100-121-431500 | ACCOUNTING CLERK | 166,217.00 | 166,217.00 | 6,973.40 | 69,509.48 | 96,707.52 | 41.82 % |
| 100-121-450500 | CAREER RECOGNITION PAY | 9,942.00 | 9,942.00 | 378.69 | 3,786.90 | 6,155.10 | 38.09 % |
| 100-121-470000 | ASSOCIATED PAYROLL COSTS | 685,014.00 | 619,601.00 | 18,849.86 | 190,248.36 | 429,352.64 | 30.70 % |
| RptCategory: 40 - PERSONNEL SERVICES Total: | | 1,855,261.00 | 1,686,754.00 | 54,483.05 | 542,163.79 | 1,144,590.21 | 32.14 % |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | | |
| 100-121-500110 | CONTRACTUAL & PROFESSIONAL SER... | 125,000.00 | 293,507.00 | 16,982.50 | 167,243.22 | 126,263.78 | 56.98 % |
| 100-121-500120 | MUNICIPAL AUDIT CONTRACT | 82,000.00 | 82,000.00 | 0.00 | 39,315.00 | 42,685.00 | 47.95 % |
| 100-121-500130 | LEGAL FEES | 200,000.00 | 200,000.00 | 0.00 | 60,403.50 | 139,596.50 | 30.20 % |
| 100-121-500490 | COUNCIL ACTIVITIES | 25,000.00 | 25,000.00 | 0.00 | 1,254.87 | 23,745.13 | 5.02 % |
| 100-121-500491 | OUTSIDE AGENCY REQUESTS | 47,000.00 | 47,000.00 | 0.00 | 2,000.00 | 45,000.00 | 4.26 % |
| 100-121-500492 | COUNTY PLANNING SERVICES CONTR... | 160,000.00 | 160,000.00 | 0.00 | 34,934.77 | 125,065.23 | 21.83 % |
| 100-121-510020 | COMM PROMOTIONS/BUSINESS DEV | 229,609.00 | 292,294.00 | 26,127.20 | 96,387.90 | 195,906.10 | 32.98 % |
| 100-121-510021 | TOURISM PROMOTION/ACTIVITIES | 78,086.00 | 78,086.00 | 2,531.10 | 15,897.28 | 62,188.72 | 20.36 % |
| 100-121-520120 | BANK CHARGES | 8,250.00 | 8,250.00 | 455.41 | 3,805.41 | 4,444.59 | 46.13 % |
| 100-121-520320 | FLEET FUEL, MAINTENANCE & REPAIR | 500.00 | 500.00 | 0.00 | 63.86 | 436.14 | 12.77 % |
| 100-121-520400 | OFFICE SUPPLIES & EQUIPMENT | 37,000.00 | 37,000.00 | 763.83 | 8,016.51 | 28,983.49 | 21.67 % |
| 100-121-520450 | CITY NEWSLETTER | 80,000.00 | 80,000.00 | 5,129.47 | 34,069.50 | 45,930.50 | 42.59 % |
| 100-121-530000 | FIRE & LIABILITY INSURANCE | 395,000.00 | 395,000.00 | 6,262.71 | 187,582.22 | 207,417.78 | 47.49 % |
| 100-121-530200 | EMERGENCY MANAGEMENT | 5,000.00 | 5,000.00 | 42.75 | 416.73 | 4,583.27 | 8.33 % |
| 100-121-530210 | ARPA FUNDING | 2,512,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 % |
| 100-121-540110 | EMPLOYEE APPRECIATION | 5,000.00 | 5,000.00 | 509.98 | 2,273.96 | 2,726.04 | 45.48 % |
| 100-121-540120 | PERSONNEL RECRUITMENT | 26,000.00 | 26,000.00 | 23.00 | 5,747.32 | 20,252.68 | 22.11 % |
| 100-121-540200 | DUES & MEMBERSHIPS | 60,000.00 | 60,000.00 | 0.00 | 9,702.30 | 50,297.70 | 16.17 % |
| 100-121-540220 | TRAVEL, CONFERENCES & TRAINING | 45,000.00 | 45,000.00 | 0.00 | 1,882.51 | 43,117.49 | 4.18 % |

Budget Report

For Fiscal: 2021-2022 Period Ending: 04/30/2022

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|--|------------------------------------|--------------------------|-------------------------|--------------------|---------------------|--|-----------------|
| 100-121-540230 | MILEAGE REIMBURSEMENT | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 2,000.00 | 0.00 % |
| 100-121-542000 | PUBLICATIONS & SUBSCRIPTIONS | 15,000.00 | 15,000.00 | 83.00 | 2,516.25 | 12,483.75 | 16.78 % |
| 100-121-560120 | TELEPHONES | 28,000.00 | 28,000.00 | 661.99 | 6,682.85 | 21,317.15 | 23.87 % |
| RptCategory: 50 - MATERIAL AND SERVICES Total: | | 4,165,445.00 | 1,884,637.00 | 59,572.94 | 680,195.96 | 1,204,441.04 | 36.09 % |
| Department: 121 - ADMIN Total: | | 6,020,706.00 | 3,571,391.00 | 114,055.99 | 1,222,359.75 | 2,349,031.25 | 34.23 % |
| Department: 122 - INFORMATION TECHNOLOGY | | | | | | | |
| RptCategory: 40 - PERSONNEL SERVICES | | | | | | | |
| 100-122-432010 | IT MANAGER | 219,612.00 | 219,612.00 | 9,278.00 | 92,338.00 | 127,274.00 | 42.05 % |
| 100-122-470000 | ASSOCIATED PAYROLL COSTS | 110,882.00 | 110,882.00 | 4,571.20 | 45,599.07 | 65,282.93 | 41.12 % |
| RptCategory: 40 - PERSONNEL SERVICES Total: | | 330,494.00 | 330,494.00 | 13,849.20 | 137,937.07 | 192,556.93 | 41.74 % |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | | |
| 100-122-500110 | CONTRACTUAL & PROFESSIONAL | 10,000.00 | 10,000.00 | 0.00 | 4,877.50 | 5,122.50 | 48.78 % |
| 100-122-500210 | COMPUTER/TECHNOLOGY SERVICE | 212,811.00 | 212,811.00 | 45,884.25 | 83,952.99 | 128,858.01 | 39.45 % |
| 100-122-520400 | OFFICE SUPPLIES & EQUIPMENT | 40,260.00 | 40,260.00 | 1,170.73 | 12,432.92 | 27,827.08 | 30.88 % |
| 100-122-540220 | TRAVEL, CONFERENCES & TRAINING | 800.00 | 800.00 | 0.00 | 0.00 | 800.00 | 0.00 % |
| 100-122-540300 | SMALL TOOLS, EQUIPMENT & SAFETY | 600.00 | 600.00 | 0.00 | 15.99 | 584.01 | 2.67 % |
| 100-122-560110 | CELL PHONES, PAGERS & RADIOS | 65,330.00 | 65,330.00 | 3,089.90 | 30,701.71 | 34,628.29 | 46.99 % |
| RptCategory: 50 - MATERIAL AND SERVICES Total: | | 329,801.00 | 329,801.00 | 50,144.88 | 131,981.11 | 197,819.89 | 40.02 % |
| RptCategory: 60 - CAPITAL OUTLAY | | | | | | | |
| 100-122-661018 | COMPUTER & EQUIPMENT RESERVE | 96,635.00 | 96,635.00 | 591.08 | 3,899.17 | 92,735.83 | 4.03 % |
| RptCategory: 60 - CAPITAL OUTLAY Total: | | 96,635.00 | 96,635.00 | 591.08 | 3,899.17 | 92,735.83 | 4.03 % |
| Department: 122 - INFORMATION TECHNOLOGY Total: | | 756,930.00 | 756,930.00 | 64,585.16 | 273,817.35 | 483,112.65 | 36.17 % |
| Department: 124 - FACILITIES | | | | | | | |
| RptCategory: 40 - PERSONNEL SERVICES | | | | | | | |
| 100-124-437050 | PUBLIC WORKS SUPERVISOR | 18,065.00 | 18,065.00 | 701.10 | 6,862.20 | 11,202.80 | 37.99 % |
| 100-124-437070 | UTILITY WORKER II | 86,171.00 | 86,171.00 | 2,301.02 | 22,708.21 | 63,462.79 | 26.35 % |
| 100-124-439011 | SEASONAL HELP | 20,000.00 | 20,000.00 | 0.00 | 0.00 | 20,000.00 | 0.00 % |
| 100-124-450100 | OVERTIME | 3,200.00 | 3,200.00 | 0.00 | 158.38 | 3,041.62 | 4.95 % |
| 100-124-470000 | ASSOCIATED PAYROLL COSTS | 62,791.00 | 62,791.00 | 1,646.70 | 17,777.66 | 45,013.34 | 28.31 % |
| RptCategory: 40 - PERSONNEL SERVICES Total: | | 190,227.00 | 190,227.00 | 4,648.82 | 47,506.45 | 142,720.55 | 24.97 % |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | | |
| 100-124-500110 | CONTRACTUAL & PROFESSIONAL SER... | 140,000.00 | 140,000.00 | 4,379.61 | 54,375.25 | 85,624.75 | 38.84 % |
| 100-124-520130 | OPERATIONS, MAINTENANCE & REPA... | 120,000.00 | 120,000.00 | 912.75 | 17,649.64 | 102,350.36 | 14.71 % |
| 100-124-540220 | TRAVEL, CONFERENCES & TRAINING | 4,000.00 | 4,000.00 | 0.00 | 90.00 | 3,910.00 | 2.25 % |
| 100-124-540300 | SMALL TOOLS, EQUIPMENT & SAFETY... | 7,000.00 | 7,000.00 | 219.85 | 848.67 | 6,151.33 | 12.12 % |
| 100-124-560100 | UTILITIES | 185,000.00 | 185,000.00 | 7,911.57 | 83,892.29 | 101,107.71 | 45.35 % |
| RptCategory: 50 - MATERIAL AND SERVICES Total: | | 456,000.00 | 456,000.00 | 13,423.78 | 156,855.85 | 299,144.15 | 34.40 % |
| RptCategory: 60 - CAPITAL OUTLAY | | | | | | | |
| 100-124-641000 | FACILITY IMPROVEMENTS | 320,000.00 | 320,000.00 | 7,446.95 | 80,312.60 | 239,687.40 | 25.10 % |
| 100-124-641005 | PUBLIC WORKS FACILITY CONSTRUCT... | 0.00 | 4,949,000.00 | 0.00 | 0.00 | 4,949,000.00 | 0.00 % |
| 100-124-641010 | BUILDING REPAIR | 20,000.00 | 20,000.00 | 0.00 | 0.00 | 20,000.00 | 0.00 % |
| RptCategory: 60 - CAPITAL OUTLAY Total: | | 340,000.00 | 5,289,000.00 | 7,446.95 | 80,312.60 | 5,208,687.40 | 1.52 % |
| Department: 124 - FACILITIES Total: | | 986,227.00 | 5,935,227.00 | 25,519.55 | 284,674.90 | 5,650,552.10 | 4.80 % |
| Department: 220 - COURT | | | | | | | |
| RptCategory: 40 - PERSONNEL SERVICES | | | | | | | |
| 100-220-432020 | MUNICIPAL COURT CLERK | 135,602.00 | 135,602.00 | 5,593.93 | 55,939.30 | 79,662.70 | 41.25 % |
| 100-220-432035 | COURT ADMINISTRATOR | 172,124.00 | 172,124.00 | 7,270.00 | 69,924.00 | 102,200.00 | 40.62 % |
| 100-220-450500 | CAREER RECOGNITION PAY | 4,302.00 | 4,302.00 | 181.75 | 1,748.14 | 2,553.86 | 40.64 % |
| 100-220-470000 | ASSOCIATED PAYROLL COSTS | 170,667.00 | 170,667.00 | 6,988.72 | 68,869.78 | 101,797.22 | 40.35 % |
| RptCategory: 40 - PERSONNEL SERVICES Total: | | 482,695.00 | 482,695.00 | 20,034.40 | 196,481.22 | 286,213.78 | 40.71 % |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | | |
| 100-220-500110 | CONTRACTUAL & PROFESSIONAL SER... | 1,000.00 | 1,000.00 | 0.00 | 288.00 | 712.00 | 28.80 % |
| 100-220-500132 | PROSECUTING ATTORNEY | 72,000.00 | 72,000.00 | 3,500.00 | 29,040.00 | 42,960.00 | 40.33 % |
| 100-220-500134 | ATTORNEYS FOR INDIGENT CLIENTS | 67,000.00 | 67,000.00 | 400.00 | 11,650.00 | 55,350.00 | 17.39 % |
| 100-220-500136 | MUNICIPAL COURT JUDGE | 72,000.00 | 72,000.00 | 6,000.00 | 30,000.00 | 42,000.00 | 41.67 % |

Budget Report

For Fiscal: 2021-2022 Period Ending: 04/30/2022

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|---|--------------------------------|--------------------------|-------------------------|--------------------|--------------------|--|-----------------|
| 100-220-500137 | PRO-TEM JUDGE | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 3,000.00 | 0.00 % |
| 100-220-500138 | JURY EXPENSES | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 2,000.00 | 0.00 % |
| 100-220-500282 | COURTROOM SECURITY | 16,000.00 | 16,000.00 | 645.00 | 6,974.00 | 9,026.00 | 43.59 % |
| 100-220-520120 | BANK CHARGES | 8,000.00 | 8,000.00 | 0.00 | 3,868.93 | 4,131.07 | 48.36 % |
| 100-220-520400 | OFFICE SUPPLIES & EQUIPMENT | 24,740.00 | 24,740.00 | 181.41 | 3,394.09 | 21,345.91 | 13.72 % |
| 100-220-540220 | TRAVEL, CONFERENCES & TRAINING | 3,000.00 | 3,000.00 | 0.00 | 336.25 | 2,663.75 | 11.21 % |
| RptCategory: 50 - MATERIAL AND SERVICES Total: | | 268,740.00 | 268,740.00 | 10,726.41 | 85,551.27 | 183,188.73 | 31.83 % |
| Department: 220 - COURT Total: | | 751,435.00 | 751,435.00 | 30,760.81 | 282,032.49 | 469,402.51 | 37.53 % |

Department: 240 - POLICE

RptCategory: 40 - PERSONNEL SERVICES

| | | | | | | | |
|--|--------------------------|---------------------|---------------------|-------------------|---------------------|---------------------|----------------|
| 100-240-432110 | POLICE CHIEF | 296,076.00 | 296,076.00 | 11,841.00 | 118,410.00 | 177,666.00 | 39.99 % |
| 100-240-432130 | POLICE LIEUTENANT | 243,912.00 | 243,912.00 | 9,742.00 | 96,172.56 | 147,739.44 | 39.43 % |
| 100-240-432140 | POLICE DETECTIVE | 335,616.00 | 335,616.00 | 14,869.88 | 148,505.94 | 187,110.06 | 44.25 % |
| 100-240-432160 | POLICE OFFICER | 1,213,547.00 | 1,213,547.00 | 51,341.66 | 466,210.21 | 747,336.79 | 38.42 % |
| 100-240-432170 | POLICE SERGEANT | 574,524.00 | 574,524.00 | 23,300.00 | 230,130.04 | 344,393.96 | 40.06 % |
| 100-240-432182 | PROPERTY ROOM TECHNICIAN | 62,616.00 | 62,616.00 | 5,412.60 | 28,930.06 | 33,685.94 | 46.20 % |
| 100-240-432185 | POLICE RECORDS CLERK | 119,256.00 | 119,256.00 | 4,919.00 | 49,190.00 | 70,066.00 | 41.25 % |
| 100-240-450100 | OVERTIME | 267,000.00 | 267,000.00 | 15,648.11 | 209,066.36 | 57,933.64 | 78.30 % |
| 100-240-450200 | HOLIDAY PAY | 25,000.00 | 25,000.00 | 0.00 | 11,820.98 | 13,179.02 | 47.28 % |
| 100-240-450300 | PROFICIENCY PAY | 123,530.00 | 123,530.00 | 4,738.68 | 47,573.35 | 75,956.65 | 38.51 % |
| 100-240-450500 | CAREER RECOGNITION PAY | 5,656.00 | 5,656.00 | 364.75 | 3,376.06 | 2,279.94 | 59.69 % |
| 100-240-470000 | ASSOCIATED PAYROLL COSTS | 1,927,794.00 | 1,927,794.00 | 73,313.29 | 746,141.62 | 1,181,652.38 | 38.70 % |
| RptCategory: 40 - PERSONNEL SERVICES Total: | | 5,194,527.00 | 5,194,527.00 | 215,490.97 | 2,155,527.18 | 3,038,999.82 | 41.50 % |

RptCategory: 50 - MATERIAL AND SERVICES

| | | | | | | | |
|---|------------------------------------|-------------------|-------------------|------------------|-------------------|-------------------|----------------|
| 100-240-500110 | CONTRACTUAL & PROFESSIONAL SER... | 145,000.00 | 145,000.00 | 136.87 | 28,148.53 | 116,851.47 | 19.41 % |
| 100-240-500284 | PARK PATROL | 14,600.00 | 14,600.00 | 0.00 | 5,691.50 | 8,908.50 | 38.98 % |
| 100-240-500498 | SHARE COST CCOM DISPATCH | 145,000.00 | 145,000.00 | 0.00 | 0.00 | 145,000.00 | 0.00 % |
| 100-240-510044 | JUVENILE DIVERSION PROGRAM | 9,500.00 | 9,500.00 | 0.00 | 0.00 | 9,500.00 | 0.00 % |
| 100-240-520100 | OPERATIONAL SUPPLIES AND EXPENS... | 87,328.00 | 87,328.00 | 710.50 | 10,657.44 | 76,670.56 | 12.20 % |
| 100-240-520112 | FIREARMS/AMMUNITION | 68,000.00 | 68,000.00 | 0.00 | 17,544.85 | 50,455.15 | 25.80 % |
| 100-240-520320 | FLEET FUEL, MAINTENANCE & REPAIR | 158,000.00 | 158,000.00 | 7,354.20 | 73,697.59 | 84,302.41 | 46.64 % |
| 100-240-520345 | RADAR MAINTENANCE REPLACEMENT | 4,000.00 | 4,000.00 | 0.00 | 2,250.00 | 1,750.00 | 56.25 % |
| 100-240-520400 | OFFICE SUPPLIES & EQUIPMENT | 36,400.00 | 36,400.00 | 763.76 | 13,084.42 | 23,315.58 | 35.95 % |
| 100-240-540110 | EMPLOYEE APPRECIATION | 12,000.00 | 12,000.00 | 157.13 | 1,789.83 | 10,210.17 | 14.92 % |
| 100-240-540200 | DUES & MEMBERSHIPS | 18,550.00 | 18,550.00 | 115.00 | 1,040.35 | 17,509.65 | 5.61 % |
| 100-240-540220 | TRAVEL, CONFERENCES & TRAINING | 74,200.00 | 74,200.00 | 2,788.42 | 22,448.76 | 51,751.24 | 30.25 % |
| 100-240-540301 | UNIFORMS AND SAFETY EQUIPMENT | 39,600.00 | 39,600.00 | 1,024.66 | 13,337.72 | 26,262.28 | 33.68 % |
| 100-240-542000 | PUBLICATIONS & SUBSCRIPTIONS | 5,000.00 | 5,000.00 | 120.00 | 2,239.25 | 2,760.75 | 44.79 % |
| 100-240-560120 | TELEPHONES | 20,200.00 | 20,200.00 | 811.20 | 8,189.59 | 12,010.41 | 40.54 % |
| RptCategory: 50 - MATERIAL AND SERVICES Total: | | 837,378.00 | 837,378.00 | 13,981.74 | 200,119.83 | 637,258.17 | 23.90 % |

RptCategory: 60 - CAPITAL OUTLAY

| | | | | | | | |
|--|---------------------------------|---------------------|---------------------|-------------------|---------------------|---------------------|----------------|
| 100-240-651000 | VEHICLES AND EQUIPMENT RESERVES | 172,500.00 | 172,500.00 | 0.00 | 60,182.53 | 112,317.47 | 34.89 % |
| RptCategory: 60 - CAPITAL OUTLAY Total: | | 172,500.00 | 172,500.00 | 0.00 | 60,182.53 | 112,317.47 | 34.89 % |
| Department: 240 - POLICE Total: | | 6,204,405.00 | 6,204,405.00 | 229,472.71 | 2,415,829.54 | 3,788,575.46 | 38.94 % |

Department: 250 - FIRE

RptCategory: 40 - PERSONNEL SERVICES

| | | | | | | | |
|--|-----------------------------|---------------------|---------------------|-------------------|-------------------|---------------------|----------------|
| 100-250-432210 | FIRE CHIEF | 268,716.00 | 268,716.00 | 10,741.00 | 107,410.00 | 161,306.00 | 39.97 % |
| 100-250-432220 | EXECUTIVE ASSISTANT | 136,620.00 | 136,620.00 | 0.00 | 0.00 | 136,620.00 | 0.00 % |
| 100-250-432240 | FIRE CAPTAIN | 569,088.00 | 569,088.00 | 15,264.00 | 185,637.75 | 383,450.25 | 32.62 % |
| 100-250-432290 | ON-CALL FIREFIGHTERS | 635,264.00 | 635,264.00 | 33,993.18 | 253,509.14 | 381,754.86 | 39.91 % |
| 100-250-450100 | OVERTIME | 64,070.00 | 64,070.00 | 11,606.53 | 119,871.50 | -55,801.50 | 187.09 % |
| 100-250-470000 | ASSOCIATED PAYROLL COSTS | 935,446.00 | 935,446.00 | 37,856.21 | 319,210.86 | 616,235.14 | 34.12 % |
| 100-250-470040 | LIFE & DISABILITY INSURANCE | 0.00 | 0.00 | 29.36 | 1,333.66 | -1,333.66 | 0.00 % |
| RptCategory: 40 - PERSONNEL SERVICES Total: | | 2,609,204.00 | 2,609,204.00 | 109,490.28 | 986,972.91 | 1,622,231.09 | 37.83 % |

RptCategory: 50 - MATERIAL AND SERVICES

| | | | | | | | |
|--------------------------------|-----------------------------------|-----------|-----------|-----------|-----------|-----------|---------|
| 100-250-500110 | CONTRACTUAL & PROFESSIONAL SER... | 82,000.00 | 82,000.00 | 13,722.12 | 62,193.68 | 19,806.32 | 75.85 % |
|--------------------------------|-----------------------------------|-----------|-----------|-----------|-----------|-----------|---------|

Budget Report

For Fiscal: 2021-2022 Period Ending: 04/30/2022

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|---|------------------------------------|--------------------------|-------------------------|--------------------|---------------------|--|-----------------|
| 100-250-500150 | MEDICAL DIRECTOR CONTRACT | 29,000.00 | 29,000.00 | 990.00 | 10,180.00 | 18,820.00 | 35.10 % |
| 100-250-500498 | SHARE COST CCOM DISPATCH | 192,500.00 | 192,500.00 | 7,792.58 | 78,855.84 | 113,644.16 | 40.96 % |
| 100-250-510022 | FIRE GRANTS | 50,000.00 | 50,000.00 | 0.00 | 0.00 | 50,000.00 | 0.00 % |
| 100-250-520122 | FIRE PREVENTION & INVESTIGATION | 5,000.00 | 5,000.00 | 0.00 | 270.00 | 4,730.00 | 5.40 % |
| 100-250-520124 | FIRST RESPONDER SUPPLIES | 55,650.00 | 55,650.00 | 0.00 | 21,287.19 | 34,362.81 | 38.25 % |
| 100-250-520200 | BLDG MAINTENANCE & SUPPLIES | 86,300.00 | 86,300.00 | 3,264.37 | 37,295.40 | 49,004.60 | 43.22 % |
| 100-250-520320 | FLEET FUEL, MAINTENANCE & REPAIR | 134,200.00 | 134,200.00 | 3,621.07 | 32,483.78 | 101,716.22 | 24.21 % |
| 100-250-520400 | OFFICE SUPPLIES & EQUIPMENT | 0.00 | 0.00 | 3.45 | 69.14 | -69.14 | 0.00 % |
| 100-250-540130 | PHYSICAL EXAMINATIONS | 26,000.00 | 26,000.00 | 0.00 | 2,888.45 | 23,111.55 | 11.11 % |
| 100-250-540200 | DUES & MEMBERSHIPS | 5,000.00 | 5,000.00 | 290.00 | 1,510.00 | 3,490.00 | 30.20 % |
| 100-250-540224 | EMS TRAINING & RECERTIFICATION | 15,000.00 | 15,000.00 | 0.00 | 1,536.50 | 13,463.50 | 10.24 % |
| 100-250-540225 | FIREFIGHTER TRAINING | 65,000.00 | 65,000.00 | 0.00 | 9,269.18 | 55,730.82 | 14.26 % |
| 100-250-540301 | UNIFORMS AND SAFETY EQUIPMENT | 25,000.00 | 25,000.00 | 360.00 | 3,782.49 | 21,217.51 | 15.13 % |
| 100-250-560110 | CELL PHONES, PAGERS, RADIOS | 36,000.00 | 36,000.00 | 0.00 | 19,680.00 | 16,320.00 | 54.67 % |
| RptCategory: 50 - MATERIAL AND SERVICES Total: | | 806,650.00 | 806,650.00 | 30,043.59 | 281,301.65 | 525,348.35 | 34.87 % |
| RptCategory: 60 - CAPITAL OUTLAY | | | | | | | |
| 100-250-641000 | FACILITY IMPROVEMENTS | 350,000.00 | 350,000.00 | 95.85 | 7,875.93 | 342,124.07 | 2.25 % |
| RptCategory: 60 - CAPITAL OUTLAY Total: | | 350,000.00 | 350,000.00 | 95.85 | 7,875.93 | 342,124.07 | 2.25 % |
| Department: 250 - FIRE Total: | | 3,765,854.00 | 3,765,854.00 | 139,629.72 | 1,276,150.49 | 2,489,703.51 | 33.89 % |
| Department: 526 - PARKS | | | | | | | |
| RptCategory: 40 - PERSONNEL SERVICES | | | | | | | |
| 100-526-437049 | PUBLIC WORKS DIRECTOR | 46,111.00 | 46,111.00 | 2,045.80 | 18,869.18 | 27,241.82 | 40.92 % |
| 100-526-437050 | PUBLIC WORKS SUPERVISOR | 81,292.00 | 81,292.00 | 3,154.95 | 30,879.98 | 50,412.02 | 37.99 % |
| 100-526-437051 | PW OPERATIONS MANAGER | 19,919.00 | 19,919.00 | 0.00 | 0.00 | 19,919.00 | 0.00 % |
| 100-526-437055 | PW ADMIN ASSISTANT | 20,695.00 | 20,695.00 | 1,122.97 | 9,347.25 | 11,347.75 | 45.17 % |
| 100-526-437070 | UTILITY WORKER, JOURNEY | 144,436.00 | 144,436.00 | 2,301.02 | 23,192.88 | 121,243.12 | 16.06 % |
| 100-526-437071 | UTILITY WORKER II | 86,171.00 | 86,171.00 | 4,962.00 | 49,620.00 | 36,551.00 | 57.58 % |
| 100-526-439011 | SEASONAL HELP | 100,000.00 | 100,000.00 | 0.00 | 20,000.89 | 79,999.11 | 20.00 % |
| 100-526-450100 | OVERTIME | 11,000.00 | 11,000.00 | 48.49 | 1,117.63 | 9,882.37 | 10.16 % |
| 100-526-450500 | CAREER RECOGNITION PAY | 285,143.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 % |
| 100-526-470000 | ASSOCIATED PAYROLL COSTS | 0.00 | 285,143.00 | 6,693.75 | 70,119.85 | 215,023.15 | 24.59 % |
| RptCategory: 40 - PERSONNEL SERVICES Total: | | 794,767.00 | 794,767.00 | 20,328.98 | 223,147.66 | 571,619.34 | 28.08 % |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | | |
| 100-526-500110 | CONTRACTUAL & PROFESSIONAL SER... | 20,400.00 | 20,400.00 | 3,806.46 | 30,617.66 | -10,217.66 | 150.09 % |
| 100-526-520120 | BANK CHARGES | 0.00 | 0.00 | 467.60 | 3,984.82 | -3,984.82 | 0.00 % |
| 100-526-520130 | OPERATIONS, MAINTENANCE & REPA... | 145,000.00 | 145,000.00 | 2,896.11 | 64,288.03 | 80,711.97 | 44.34 % |
| 100-526-520132 | HAZARDOUS TREE REMOVAL | 70,000.00 | 70,000.00 | 0.00 | 0.00 | 70,000.00 | 0.00 % |
| 100-526-520220 | EQUIPMENT OPERATION/MAINTENA... | 0.00 | 0.00 | 0.00 | 225.06 | -225.06 | 0.00 % |
| 100-526-520320 | FLEET FUEL, MAINTENANCE & REPAIR | 45,000.00 | 45,000.00 | 1,780.03 | 12,753.36 | 32,246.64 | 28.34 % |
| 100-526-520400 | OFFICE SUPPLIES & EQUIPMENT | 5,000.00 | 5,000.00 | 390.62 | 2,018.92 | 2,981.08 | 40.38 % |
| 100-526-540220 | TRAVEL, CONFERENCES & TRAINING | 3,500.00 | 3,500.00 | 115.00 | 419.15 | 3,080.85 | 11.98 % |
| 100-526-540300 | SMALL TOOLS, EQUIPMENT & SAFETY... | 20,000.00 | 20,000.00 | 358.73 | 3,866.72 | 16,133.28 | 19.33 % |
| 100-526-540400 | DUMPING, HAULING, GARBAGE | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 3,000.00 | 0.00 % |
| 100-526-560100 | UTILITIES | 70,000.00 | 70,000.00 | 2,735.33 | 33,157.47 | 36,842.53 | 47.37 % |
| RptCategory: 50 - MATERIAL AND SERVICES Total: | | 381,900.00 | 381,900.00 | 12,549.88 | 151,331.19 | 230,568.81 | 39.63 % |
| RptCategory: 60 - CAPITAL OUTLAY | | | | | | | |
| 100-526-660100 | EQUIPMENT REPLACEMENT RESERVES | 87,344.00 | 87,344.00 | 0.00 | 0.00 | 87,344.00 | 0.00 % |
| 100-526-676050 | SYSTEM IMPROVEMENTS & PROJECTS | 799,285.00 | 758,853.00 | 4,655.00 | 46,962.50 | 711,890.50 | 6.19 % |
| RptCategory: 60 - CAPITAL OUTLAY Total: | | 886,629.00 | 846,197.00 | 4,655.00 | 46,962.50 | 799,234.50 | 5.55 % |
| Department: 526 - PARKS Total: | | 2,063,296.00 | 2,022,864.00 | 37,533.86 | 421,441.35 | 1,601,422.65 | 20.83 % |
| Department: 527 - RECREATION | | | | | | | |
| RptCategory: 40 - PERSONNEL SERVICES | | | | | | | |
| 100-527-435110 | FIELD MAINTENANCE CREW | 32,000.00 | 32,000.00 | 0.00 | 0.00 | 32,000.00 | 0.00 % |
| 100-527-435120 | PLAYGROUND AIDES | 28,000.00 | 28,000.00 | 0.00 | 0.00 | 28,000.00 | 0.00 % |
| 100-527-470000 | ASSOCIATED PAYROLL COSTS | 6,000.00 | 6,000.00 | 0.00 | 0.00 | 6,000.00 | 0.00 % |
| RptCategory: 40 - PERSONNEL SERVICES Total: | | 66,000.00 | 66,000.00 | 0.00 | 0.00 | 66,000.00 | 0.00 % |

Budget Report

For Fiscal: 2021-2022 Period Ending: 04/30/2022

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|---|-----------------------------------|--------------------------|-------------------------|---------------------|---------------------|--|-----------------|
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | | |
| 100-527-510062 | SUMMER PROGRAMS | 3,000.00 | 3,000.00 | 349.98 | 349.98 | 2,650.02 | 11.67 % |
| 100-527-510064 | SPECIAL EVENTS | 5,000.00 | 5,000.00 | 605.33 | 1,121.99 | 3,878.01 | 22.44 % |
| 100-527-520136 | MAINTENANCE & SUPPLIES | 2,200.00 | 2,200.00 | 0.00 | 0.00 | 2,200.00 | 0.00 % |
| RptCategory: 50 - MATERIAL AND SERVICES Total: | | 10,200.00 | 10,200.00 | 955.31 | 1,471.97 | 8,728.03 | 14.43 % |
| Department: 527 - RECREATION Total: | | 76,200.00 | 76,200.00 | 955.31 | 1,471.97 | 74,728.03 | 1.93 % |
| Department: 528 - SENIOR CENTER | | | | | | | |
| RptCategory: 40 - PERSONNEL SERVICES | | | | | | | |
| 100-528-435210 | COMMUNITY SERVICES MANAGER | 0.00 | 209,121.00 | 7,633.00 | 50,377.89 | 158,743.11 | 24.09 % |
| 100-528-435240 | TRAM DRIVER | 61,903.00 | 61,903.00 | 1,874.25 | 27,272.90 | 34,630.10 | 44.06 % |
| 100-528-435250 | NUTRITION CATERER | 49,406.00 | 49,406.00 | 4,845.39 | 30,025.12 | 19,380.88 | 60.77 % |
| 100-528-435280 | CENTER ASSISTANT | 113,713.00 | 113,713.00 | 5,837.40 | 47,594.19 | 66,118.81 | 41.85 % |
| 100-528-435295 | BUILDING MONITOR | 10,000.00 | 10,000.00 | 171.50 | 290.50 | 9,709.50 | 2.91 % |
| 100-528-450500 | CAREER RECOGNITION PAY | 1,857.00 | 1,857.00 | 0.00 | 516.25 | 1,340.75 | 27.80 % |
| 100-528-470000 | ASSOCIATED PAYROLL COSTS | 126,157.00 | 199,770.00 | 8,244.83 | 64,150.00 | 135,620.00 | 32.11 % |
| RptCategory: 40 - PERSONNEL SERVICES Total: | | 363,036.00 | 645,770.00 | 28,606.37 | 220,226.85 | 425,543.15 | 34.10 % |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | | |
| 100-528-500110 | CONTRACTUAL & PROFESSIONAL SER... | 0.00 | 0.00 | 0.00 | 584.32 | -584.32 | 0.00 % |
| 100-528-510075 | NUTRITION PROGRAM SUPPLIES | 40,000.00 | 40,000.00 | 777.11 | 3,720.03 | 36,279.97 | 9.30 % |
| 100-528-520140 | TRAM EXPENSES | 14,500.00 | 14,500.00 | 898.29 | 3,083.35 | 11,416.65 | 21.26 % |
| 100-528-520190 | MISCELLANEOUS EQUIPMENT | 8,250.00 | 8,250.00 | 0.00 | 847.96 | 7,402.04 | 10.28 % |
| 100-528-520200 | BLDG MAINTENANCE & SUPPLIES | 9,360.00 | 9,360.00 | 317.76 | 1,612.66 | 7,747.34 | 17.23 % |
| 100-528-520320 | FLEET FUEL, MAINTENANCE & REPAIR | 2,750.00 | 2,750.00 | 0.00 | 823.73 | 1,926.27 | 29.95 % |
| 100-528-520400 | OFFICE SUPPLIES & EQUIPMENT | 13,000.00 | 13,000.00 | 74.44 | 2,445.57 | 10,554.43 | 18.81 % |
| 100-528-540200 | DUES & MEMBERSHIPS | 3,200.00 | 3,200.00 | 179.00 | 199.00 | 3,001.00 | 6.22 % |
| 100-528-540220 | TRAVEL, CONFERENCES & TRAINING | 0.00 | 0.00 | 0.00 | 20.34 | -20.34 | 0.00 % |
| 100-528-540230 | MILEAGE REIMBURSEMENT | 200.00 | 200.00 | 0.00 | 0.00 | 200.00 | 0.00 % |
| 100-528-560120 | TELEPHONES | 7,000.00 | 7,000.00 | 127.06 | 1,286.69 | 5,713.31 | 18.38 % |
| RptCategory: 50 - MATERIAL AND SERVICES Total: | | 98,260.00 | 98,260.00 | 2,373.66 | 14,623.65 | 83,636.35 | 14.88 % |
| Department: 528 - SENIOR CENTER Total: | | 461,296.00 | 744,030.00 | 30,980.03 | 234,850.50 | 509,179.50 | 31.56 % |
| Department: 529 - LIBRARY | | | | | | | |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | | |
| 100-529-500110 | CONTRACTUAL & PROFESSIONAL SER... | 418,180.00 | 418,180.00 | 0.00 | 206,338.00 | 211,842.00 | 49.34 % |
| RptCategory: 50 - MATERIAL AND SERVICES Total: | | 418,180.00 | 418,180.00 | 0.00 | 206,338.00 | 211,842.00 | 49.34 % |
| Department: 529 - LIBRARY Total: | | 418,180.00 | 418,180.00 | 0.00 | 206,338.00 | 211,842.00 | 49.34 % |
| Department: 600 - DEBT SERVICE | | | | | | | |
| RptCategory: 70 - DEBT SERVICE | | | | | | | |
| 100-600-720040 | DEBT PRINCIPAL | 340,168.00 | 604,398.00 | 0.00 | 167,571.00 | 436,827.00 | 27.73 % |
| 100-600-730040 | DEBT SERVICE - INTEREST | 150,646.00 | 290,732.00 | 0.00 | 77,832.57 | 212,899.43 | 26.77 % |
| 100-600-740040 | OFU - ISSUANCE COSTS | 0.00 | 51,000.00 | 51,000.00 | 51,000.00 | 0.00 | 100.00 % |
| RptCategory: 70 - DEBT SERVICE Total: | | 490,814.00 | 946,130.00 | 51,000.00 | 296,403.57 | 649,726.43 | 31.33 % |
| Department: 600 - DEBT SERVICE Total: | | 490,814.00 | 946,130.00 | 51,000.00 | 296,403.57 | 649,726.43 | 31.33 % |
| Department: 990 - CONTINGENCY | | | | | | | |
| RptCategory: 90 - OTHER | | | | | | | |
| 100-990-910000 | CONTINGENCY FUNDS | 1,028,731.00 | 745,997.00 | 0.00 | 0.00 | 745,997.00 | 0.00 % |
| RptCategory: 90 - OTHER Total: | | 1,028,731.00 | 745,997.00 | 0.00 | 0.00 | 745,997.00 | 0.00 % |
| Department: 990 - CONTINGENCY Total: | | 1,028,731.00 | 745,997.00 | 0.00 | 0.00 | 745,997.00 | 0.00 % |
| Expense Total: | | 23,024,074.00 | 25,938,643.00 | 724,493.14 | 6,915,369.91 | 19,023,273.09 | 26.66 % |
| Fund: 100 - GENERAL FUND Surplus (Deficit): | | 0.00 | 0.00 | 4,444,545.39 | 4,983,509.40 | 4,983,509.40 | 0.00 % |

Budget Report

For Fiscal: 2021-2022 Period Ending: 04/30/2022

| | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|---|--------------------------|-------------------------|--------------------|--------------------|--|-----------------|
| Fund: 105 - AMERICAN RESCUE PLAN RESERVE FUND | | | | | | |
| Revenue | | | | | | |
| Department: 000 - UNDESIGNATED / NON DEPARTMENTAL | | | | | | |
| RptType: 3150 - GRANTS | | | | | | |
| 105-000-315080 OTHER GRANTS (ARPA) | 0.00 | 2,737,344.00 | 0.00 | 20,000.00 | -2,717,344.00 | 0.73 % |
| RptType: 3150 - GRANTS Total: | 0.00 | 2,737,344.00 | 0.00 | 20,000.00 | -2,717,344.00 | 0.73 % |
| Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total: | 0.00 | 2,737,344.00 | 0.00 | 20,000.00 | -2,717,344.00 | 0.73 % |
| Revenue Total: | 0.00 | 2,737,344.00 | 0.00 | 20,000.00 | -2,717,344.00 | 0.73 % |
| Expense | | | | | | |
| Department: 150 - ARPA GRANT | | | | | | |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | |
| 105-150-500110 CONTRACTUAL & PROFESSIONAL SER... | 0.00 | 200,000.00 | 10,000.00 | 30,000.00 | 170,000.00 | 15.00 % |
| 105-150-530200 EMERGENCY MANAGEMENT | 0.00 | 50,000.00 | 0.00 | 0.00 | 50,000.00 | 0.00 % |
| 105-150-530210 ARPA FUNDING (TBD) | 0.00 | 1,277,344.00 | 0.00 | 0.00 | 1,277,344.00 | 0.00 % |
| RptCategory: 50 - MATERIAL AND SERVICES Total: | 0.00 | 1,527,344.00 | 10,000.00 | 30,000.00 | 1,497,344.00 | 1.96 % |
| Department: 150 - ARPA GRANT Total: | 0.00 | 1,527,344.00 | 10,000.00 | 30,000.00 | 1,497,344.00 | 1.96 % |
| Department: 920 - TRANSFER OUT | | | | | | |
| RptCategory: 89 - TRANSFERS OUT | | | | | | |
| 105-920-899730 OPERATING TRANSFER OUT - SEWER ... | 0.00 | 1,210,000.00 | 0.00 | 0.00 | 1,210,000.00 | 0.00 % |
| RptCategory: 89 - TRANSFERS OUT Total: | 0.00 | 1,210,000.00 | 0.00 | 0.00 | 1,210,000.00 | 0.00 % |
| Department: 920 - TRANSFER OUT Total: | 0.00 | 1,210,000.00 | 0.00 | 0.00 | 1,210,000.00 | 0.00 % |
| Expense Total: | 0.00 | 2,737,344.00 | 10,000.00 | 30,000.00 | 2,707,344.00 | 1.10 % |
| Fund: 105 - AMERICAN RESCUE PLAN RESERVE FUND Surplus (Deficit): | 0.00 | 0.00 | -10,000.00 | -10,000.00 | -10,000.00 | 0.00 % |

Budget Report

For Fiscal: 2021-2022 Period Ending: 04/30/2022

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|--|---|--------------------------|-------------------------|--------------------|---------------------|--|-----------------|
| Fund: 205 - ROAD AND STREET FUND | | | | | | | |
| Revenue | | | | | | | |
| Department: 000 - UNDESIGNATED / NON DEPARTMENTAL | | | | | | | |
| RptType: 3000 - BEG FUND BAL. | | | | | | | |
| 205-000-309999 | BEGINNING FUND BALANCE | 2,900,000.00 | 2,900,000.00 | 0.00 | 0.00 | -2,900,000.00 | 0.00 % |
| | RptType: 3000 - BEG FUND BAL. Total: | 2,900,000.00 | 2,900,000.00 | 0.00 | 0.00 | -2,900,000.00 | 0.00 % |
| RptType: 3100 - LOCAL TAXES | | | | | | | |
| 205-000-310060 | VEHICLE REGISTRATION FEES | 370,000.00 | 370,000.00 | 18,505.12 | 190,691.93 | -179,308.07 | 51.54 % |
| | RptType: 3100 - LOCAL TAXES Total: | 370,000.00 | 370,000.00 | 18,505.12 | 190,691.93 | -179,308.07 | 51.54 % |
| RptType: 3110 - STATE SHARED TAXES | | | | | | | |
| 205-000-310140 | STATE HIGHWAY TAXES | 1,817,551.00 | 1,817,551.00 | 72,975.84 | 796,727.21 | -1,020,823.79 | 43.84 % |
| | RptType: 3110 - STATE SHARED TAXES Total: | 1,817,551.00 | 1,817,551.00 | 72,975.84 | 796,727.21 | -1,020,823.79 | 43.84 % |
| RptType: 3120 - RIGHT OF WAY FEES | | | | | | | |
| 205-000-312050 | RIGHT OF WAY - TELECOM | 375,000.00 | 375,000.00 | 5,077.46 | 82,942.73 | -292,057.27 | 22.12 % |
| 205-000-312055 | RIGHT OF WAY - OTHER | 200,000.00 | 200,000.00 | 0.00 | 52,789.84 | -147,210.16 | 26.39 % |
| 205-000-312060 | ROW LICENSES & APP FEES | 1,500.00 | 1,500.00 | 50.00 | 285.00 | -1,215.00 | 19.00 % |
| | RptType: 3120 - RIGHT OF WAY FEES Total: | 576,500.00 | 576,500.00 | 5,127.46 | 136,017.57 | -440,482.43 | 23.59 % |
| RptType: 3141 - SDC | | | | | | | |
| 205-000-314075 | TRANSPORTATION SDC'S | 20,000.00 | 20,000.00 | 0.00 | 0.00 | -20,000.00 | 0.00 % |
| | RptType: 3141 - SDC Total: | 20,000.00 | 20,000.00 | 0.00 | 0.00 | -20,000.00 | 0.00 % |
| RptType: 3600 - MISCELLANEOUS | | | | | | | |
| 205-000-360000 | ALL OTHER ROAD/STREET RECEIPTS | 60,000.00 | 60,000.00 | 4,255.00 | 22,455.00 | -37,545.00 | 37.43 % |
| | RptType: 3600 - MISCELLANEOUS Total: | 60,000.00 | 60,000.00 | 4,255.00 | 22,455.00 | -37,545.00 | 37.43 % |
| | Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total: | 5,744,051.00 | 5,744,051.00 | 100,863.42 | 1,145,891.71 | -4,598,159.29 | 19.95 % |
| Department: 910 - TRANSFER IN | | | | | | | |
| RptType: 3990 - TRANSFERS IN | | | | | | | |
| 205-910-399730 | TRANSFER IN FROM SEWER FUND | 430,925.00 | 430,925.00 | 0.00 | 96,715.00 | -334,210.00 | 22.44 % |
| 205-910-399740 | TRANSFER IN FROM WATER FUND | 282,000.00 | 282,000.00 | 0.00 | 73,407.00 | -208,593.00 | 26.03 % |
| 205-910-399750 | TRANSFER IN FROM STORM WATER | 104,100.00 | 104,100.00 | 0.00 | 22,670.00 | -81,430.00 | 21.78 % |
| | RptType: 3990 - TRANSFERS IN Total: | 817,025.00 | 817,025.00 | 0.00 | 192,792.00 | -624,233.00 | 23.60 % |
| | Department: 910 - TRANSFER IN Total: | 817,025.00 | 817,025.00 | 0.00 | 192,792.00 | -624,233.00 | 23.60 % |
| | Revenue Total: | 6,561,076.00 | 6,561,076.00 | 100,863.42 | 1,338,683.71 | -5,222,392.29 | 20.40 % |
| Expense | | | | | | | |
| Department: 305 - ROAD AND STREET | | | | | | | |
| RptCategory: 40 - PERSONNEL SERVICES | | | | | | | |
| 205-305-437049 | PUBLIC WORKS DIRECTOR | 46,112.00 | 46,112.00 | 2,045.80 | 18,869.18 | 27,242.82 | 40.92 % |
| 205-305-437050 | PUBLIC WORKS SUPERVISOR | 81,292.00 | 81,292.00 | 3,154.95 | 30,879.97 | 50,412.03 | 37.99 % |
| 205-305-437051 | PW OPERATIONS MANAGER | 44,817.00 | 44,817.00 | 0.00 | 0.00 | 44,817.00 | 0.00 % |
| 205-305-437055 | PW ADMIN ASSISTANT | 46,564.00 | 46,564.00 | 1,907.97 | 18,860.77 | 27,703.23 | 40.51 % |
| 205-305-437070 | UTILITY WORKER, JOURNEY | 378,527.00 | 378,527.00 | 10,772.40 | 121,232.41 | 257,294.59 | 32.03 % |
| 205-305-439011 | SEASONAL HELP | 50,000.00 | 50,000.00 | 1,975.68 | 17,449.36 | 32,550.64 | 34.90 % |
| 205-305-450100 | OVERTIME | 8,000.00 | 8,000.00 | 61.14 | 3,110.95 | 4,889.05 | 38.89 % |
| 205-305-450500 | CAREER RECOGNITION PAY | 0.00 | 0.00 | 295.69 | 3,028.57 | -3,028.57 | 0.00 % |
| 205-305-470000 | ASSOCIATED PAYROLL COSTS | 374,085.00 | 374,085.00 | 13,252.75 | 139,500.18 | 234,584.82 | 37.29 % |
| | RptCategory: 40 - PERSONNEL SERVICES Total: | 1,029,397.00 | 1,029,397.00 | 33,466.38 | 352,931.39 | 676,465.61 | 34.29 % |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | | |
| 205-305-500110 | CONTRACTUAL & PROFESSIONAL SER... | 46,000.00 | 46,000.00 | 317.27 | 6,202.60 | 39,797.40 | 13.48 % |
| 205-305-520130 | OPERATIONS, MAINTENANCE & REPA... | 600,000.00 | 600,000.00 | 50,625.07 | 236,895.02 | 363,104.98 | 39.48 % |
| 205-305-520172 | STREET LIGHT MAINTENANCE | 200,000.00 | 200,000.00 | 6,583.28 | 65,820.91 | 134,179.09 | 32.91 % |
| 205-305-520176 | TRAFFIC SIGNAL MAINTENANCE | 16,000.00 | 16,000.00 | 964.65 | 4,571.63 | 11,428.37 | 28.57 % |
| 205-305-520178 | STREET SIGN MAINTENANCE | 100,000.00 | 100,000.00 | 0.00 | 30,250.70 | 69,749.30 | 30.25 % |
| 205-305-520320 | FLEET FUEL, MAINTENANCE & REPAIR | 65,000.00 | 65,000.00 | 993.00 | 12,313.07 | 52,686.93 | 18.94 % |
| 205-305-520400 | OFFICE SUPPLIES & EQUIPMENT | 5,000.00 | 5,000.00 | 27.62 | 1,101.21 | 3,898.79 | 22.02 % |
| 205-305-540220 | TRAVEL, CONFERENCES & TRAINING | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 0.00 % |
| 205-305-540300 | SMALL TOOLS, EQUIPMENT & SAFETY... | 40,000.00 | 40,000.00 | 528.22 | 2,536.12 | 37,463.88 | 6.34 % |

Budget Report

For Fiscal: 2021-2022 Period Ending: 04/30/2022

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|--|--------------------------------|--------------------------|-------------------------|--------------------|---------------------|--|-----------------|
| 205-305-540400 | DUMPING, HAULING, GARBAGE | 5,000.00 | 5,000.00 | 0.00 | 2,832.00 | 2,168.00 | 56.64 % |
| 205-305-560100 | UTILITIES | 2,500.00 | 2,500.00 | 53.73 | 537.10 | 1,962.90 | 21.48 % |
| RptCategory: 50 - MATERIAL AND SERVICES Total: | | 1,084,500.00 | 1,084,500.00 | 60,092.84 | 363,060.36 | 721,439.64 | 33.48 % |
| RptCategory: 60 - CAPITAL OUTLAY | | | | | | | |
| 205-305-660100 | EQUIPMENT REPLACEMENT RESERVES | 622,000.00 | 622,000.00 | 60,690.50 | 85,725.60 | 536,274.40 | 13.78 % |
| 205-305-675056 | BIKEWAY & SIDEWALK IMPROVEMENT | 90,175.00 | 90,175.00 | 0.00 | 0.00 | 90,175.00 | 0.00 % |
| 205-305-676050 | SYSTEM IMPROVEMENTS & PROJECTS | 1,581,935.00 | 1,490,964.00 | 0.00 | 92,252.79 | 1,398,711.21 | 6.19 % |
| 205-305-678090 | RESERVE FROM SDC'S | 550,570.00 | 550,570.00 | 0.00 | 0.00 | 550,570.00 | 0.00 % |
| RptCategory: 60 - CAPITAL OUTLAY Total: | | 2,844,680.00 | 2,753,709.00 | 60,690.50 | 177,978.39 | 2,575,730.61 | 6.46 % |
| Department: 305 - ROAD AND STREET Total: | | 4,958,577.00 | 4,867,606.00 | 154,249.72 | 893,970.14 | 3,973,635.86 | 18.37 % |
| Department: 920 - TRANSFER OUT | | | | | | | |
| RptCategory: 89 - TRANSFERS OUT | | | | | | | |
| 205-920-899100 | TRANSFER OUT TO GENERAL FUND | 367,284.00 | 458,255.00 | 0.00 | 88,022.00 | 370,233.00 | 19.21 % |
| 205-920-899730 | TRANSFER OUT TO SEWER FUND | 278,405.00 | 278,405.00 | 0.00 | 56,832.00 | 221,573.00 | 20.41 % |
| 205-920-899740 | TRANSFER OUT TO WATER | 278,405.00 | 278,405.00 | 0.00 | 56,832.00 | 221,573.00 | 20.41 % |
| 205-920-899750 | TRANSFER OUT TO STORM | 278,405.00 | 278,405.00 | 0.00 | 56,832.00 | 221,573.00 | 20.41 % |
| RptCategory: 89 - TRANSFERS OUT Total: | | 1,202,499.00 | 1,293,470.00 | 0.00 | 258,518.00 | 1,034,952.00 | 19.99 % |
| Department: 920 - TRANSFER OUT Total: | | 1,202,499.00 | 1,293,470.00 | 0.00 | 258,518.00 | 1,034,952.00 | 19.99 % |
| Department: 990 - CONTINGENCY | | | | | | | |
| RptCategory: 90 - OTHER | | | | | | | |
| 205-990-910000 | CONTINGENCY FUNDS | 400,000.00 | 400,000.00 | 0.00 | 0.00 | 400,000.00 | 0.00 % |
| RptCategory: 90 - OTHER Total: | | 400,000.00 | 400,000.00 | 0.00 | 0.00 | 400,000.00 | 0.00 % |
| Department: 990 - CONTINGENCY Total: | | 400,000.00 | 400,000.00 | 0.00 | 0.00 | 400,000.00 | 0.00 % |
| Expense Total: | | 6,561,076.00 | 6,561,076.00 | 154,249.72 | 1,152,488.14 | 5,408,587.86 | 17.57 % |
| Fund: 205 - ROAD AND STREET FUND Surplus (Deficit): | | 0.00 | 0.00 | -53,386.30 | 186,195.57 | 186,195.57 | 0.00 % |

Budget Report

For Fiscal: 2021-2022 Period Ending: 04/30/2022

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|---|---|--------------------------|-------------------------|--------------------|--------------------|--|-----------------|
| Fund: 228 - POLICE LEVY FUND | | | | | | | |
| Revenue | | | | | | | |
| Department: 000 - UNDESIGNATED / NON DEPARTMENTAL | | | | | | | |
| RptType: 3000 - BEG FUND BAL. | | | | | | | |
| 228-000-309999 | BEGINNING FUND BALANCE | 140,000.00 | 140,000.00 | 0.00 | 0.00 | -140,000.00 | 0.00 % |
| | RptType: 3000 - BEG FUND BAL. Total: | 140,000.00 | 140,000.00 | 0.00 | 0.00 | -140,000.00 | 0.00 % |
| RptType: 3100 - LOCAL TAXES | | | | | | | |
| 228-000-310020 | CURRENT LEVY TAX | 1,416,016.00 | 1,416,016.00 | 2,713.99 | 682,175.59 | -733,840.41 | 48.18 % |
| 228-000-310050 | PRIOR YEAR TAXES | 16,000.00 | 16,000.00 | 312.85 | 4,638.27 | -11,361.73 | 28.99 % |
| | RptType: 3100 - LOCAL TAXES Total: | 1,432,016.00 | 1,432,016.00 | 3,026.84 | 686,813.86 | -745,202.14 | 47.96 % |
| RptType: 3301 - INTEREST | | | | | | | |
| 228-000-330100 | INTEREST | 2,000.00 | 2,000.00 | 135.38 | 1,231.78 | -768.22 | 61.59 % |
| | RptType: 3301 - INTEREST Total: | 2,000.00 | 2,000.00 | 135.38 | 1,231.78 | -768.22 | 61.59 % |
| Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total: | | 1,574,016.00 | 1,574,016.00 | 3,162.22 | 688,045.64 | -885,970.36 | 43.71 % |
| Revenue Total: | | 1,574,016.00 | 1,574,016.00 | 3,162.22 | 688,045.64 | -885,970.36 | 43.71 % |
| Expense | | | | | | | |
| Department: 245 - POLICE LEVY | | | | | | | |
| RptCategory: 40 - PERSONNEL SERVICES | | | | | | | |
| 228-245-432160 | POLICE OFFICER | 167,808.00 | 167,808.00 | 8,016.64 | 79,856.77 | 87,951.23 | 47.59 % |
| 228-245-432165 | SCHOOL RESOURCE OFFICER | 167,808.00 | 167,808.00 | 7,523.68 | 75,802.29 | 92,005.71 | 45.17 % |
| 228-245-432180 | MUNICIPAL ORDINANCE SPECIALIST | 138,070.00 | 138,070.00 | 5,695.00 | 56,950.00 | 81,120.00 | 41.25 % |
| 228-245-432195 | EXECUTIVE ASSISTANT | 148,644.00 | 148,644.00 | 5,981.00 | 59,810.00 | 88,834.00 | 40.24 % |
| 228-245-450100 | OVERTIME | 40,000.00 | 40,000.00 | 1,557.48 | 12,230.54 | 27,769.46 | 30.58 % |
| 228-245-450200 | HOLIDAY PAY | 8,000.00 | 8,000.00 | 0.00 | 319.48 | 7,680.52 | 3.99 % |
| 228-245-450300 | PROFICIENCY PAY | 52,860.00 | 52,860.00 | 1,708.70 | 17,149.68 | 35,710.32 | 32.44 % |
| 228-245-450500 | CAREER RECOGNITION PAY | 3,428.00 | 3,428.00 | 223.09 | 2,294.24 | 1,133.76 | 66.93 % |
| 228-245-470000 | ASSOCIATED PAYROLL COSTS | 471,308.00 | 471,308.00 | 21,881.61 | 217,665.60 | 253,642.40 | 46.18 % |
| | RptCategory: 40 - PERSONNEL SERVICES Total: | 1,197,926.00 | 1,197,926.00 | 52,587.20 | 522,078.60 | 675,847.40 | 43.58 % |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | | |
| 228-245-500498 | SHARE COST CCOM DISPATCH | 152,250.00 | 152,250.00 | 12,064.08 | 120,640.84 | 31,609.16 | 79.24 % |
| 228-245-510032 | SRO EXPENSES | 4,000.00 | 4,000.00 | -114.37 | 634.54 | 3,365.46 | 15.86 % |
| 228-245-510040 | K-9 EXPENSES | 14,000.00 | 14,000.00 | 2,035.12 | 3,298.29 | 10,701.71 | 23.56 % |
| 228-245-510041 | SWAT PROGRAM | 8,200.00 | 8,200.00 | 0.00 | 0.00 | 8,200.00 | 0.00 % |
| | RptCategory: 50 - MATERIAL AND SERVICES Total: | 178,450.00 | 178,450.00 | 13,984.83 | 124,573.67 | 53,876.33 | 69.81 % |
| Department: 245 - POLICE LEVY Total: | | 1,376,376.00 | 1,376,376.00 | 66,572.03 | 646,652.27 | 729,723.73 | 46.98 % |
| Department: 920 - TRANSFER OUT | | | | | | | |
| RptCategory: 89 - TRANSFERS OUT | | | | | | | |
| 228-920-899100 | TRANSFER OUT TO GENERAL FUND | 133,842.00 | 133,842.00 | 0.00 | 26,526.00 | 107,316.00 | 19.82 % |
| | RptCategory: 89 - TRANSFERS OUT Total: | 133,842.00 | 133,842.00 | 0.00 | 26,526.00 | 107,316.00 | 19.82 % |
| Department: 920 - TRANSFER OUT Total: | | 133,842.00 | 133,842.00 | 0.00 | 26,526.00 | 107,316.00 | 19.82 % |
| Department: 990 - CONTINGENCY | | | | | | | |
| RptCategory: 90 - OTHER | | | | | | | |
| 228-990-910000 | CONTINGENCY FUNDS | 63,798.00 | 63,798.00 | 0.00 | 0.00 | 63,798.00 | 0.00 % |
| | RptCategory: 90 - OTHER Total: | 63,798.00 | 63,798.00 | 0.00 | 0.00 | 63,798.00 | 0.00 % |
| Department: 990 - CONTINGENCY Total: | | 63,798.00 | 63,798.00 | 0.00 | 0.00 | 63,798.00 | 0.00 % |
| Expense Total: | | 1,574,016.00 | 1,574,016.00 | 66,572.03 | 673,178.27 | 900,837.73 | 42.77 % |
| Fund: 228 - POLICE LEVY FUND Surplus (Deficit): | | 0.00 | 0.00 | -63,409.81 | 14,867.37 | 14,867.37 | 0.00 % |

Budget Report

For Fiscal: 2021-2022 Period Ending: 04/30/2022

| | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|---|--------------------------|-------------------------|--------------------|--------------------|--|-----------------|
| Fund: 229 - FIRE LEVY FUND | | | | | | |
| Revenue | | | | | | |
| Department: 000 - UNDESIGNATED / NON DEPARTMENTAL | | | | | | |
| RptType: 3000 - BEG FUND BAL. | | | | | | |
| 229-000-309999 BEGINNING FUND BALANCE | 255,000.00 | 255,000.00 | 0.00 | 0.00 | -255,000.00 | 0.00 % |
| RptType: 3000 - BEG FUND BAL. Total: | 255,000.00 | 255,000.00 | 0.00 | 0.00 | -255,000.00 | 0.00 % |
| RptType: 3100 - LOCAL TAXES | | | | | | |
| 229-000-310020 CURRENT LEVY TAX | 645,536.00 | 645,536.00 | 1,236.20 | 310,726.31 | -334,809.69 | 48.13 % |
| 229-000-310050 PRIOR YEAR TAXES | 8,000.00 | 8,000.00 | 142.50 | 2,112.71 | -5,887.29 | 26.41 % |
| RptType: 3100 - LOCAL TAXES Total: | 653,536.00 | 653,536.00 | 1,378.70 | 312,839.02 | -340,696.98 | 47.87 % |
| RptType: 3301 - INTEREST | | | | | | |
| 229-000-330100 INTEREST | 5,000.00 | 5,000.00 | 207.12 | 1,657.31 | -3,342.69 | 33.15 % |
| RptType: 3301 - INTEREST Total: | 5,000.00 | 5,000.00 | 207.12 | 1,657.31 | -3,342.69 | 33.15 % |
| Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total: | 913,536.00 | 913,536.00 | 1,585.82 | 314,496.33 | -599,039.67 | 34.43 % |
| Revenue Total: | 913,536.00 | 913,536.00 | 1,585.82 | 314,496.33 | -599,039.67 | 34.43 % |
| Expense | | | | | | |
| Department: 255 - FIRE LEVY | | | | | | |
| RptCategory: 40 - PERSONNEL SERVICES | | | | | | |
| 229-255-432230 TRAINING CAPTAIN | 208,666.00 | 208,666.00 | 0.00 | 78,981.62 | 129,684.38 | 37.85 % |
| 229-255-439010 PART TIME | 49,508.00 | 49,508.00 | 0.00 | 0.00 | 49,508.00 | 0.00 % |
| 229-255-470000 ASSOCIATED PAYROLL COSTS | 155,388.00 | 155,388.00 | 0.00 | 63,772.07 | 91,615.93 | 41.04 % |
| RptCategory: 40 - PERSONNEL SERVICES Total: | 413,562.00 | 413,562.00 | 0.00 | 142,753.69 | 270,808.31 | 34.52 % |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | |
| 229-255-500110 CONTRACTUAL & PROFESSIONAL SER... | 20,000.00 | 20,000.00 | 0.00 | 0.00 | 20,000.00 | 0.00 % |
| 229-255-520126 SCBA & TURNOUT MAINTENANCE | 20,000.00 | 20,000.00 | 225.00 | 4,428.65 | 15,571.35 | 22.14 % |
| 229-255-520365 EQUIPMENT TESTING & SERVICE | 20,000.00 | 20,000.00 | 0.00 | 5,262.10 | 14,737.90 | 26.31 % |
| 229-255-520400 OFFICE SUPPLIES & EQUIPMENT | 6,000.00 | 6,000.00 | 27.99 | 4,900.50 | 1,099.50 | 81.68 % |
| 229-255-560110 CELL PHONES, PAGERS, RADIOS | 6,000.00 | 6,000.00 | 0.00 | 0.00 | 6,000.00 | 0.00 % |
| RptCategory: 50 - MATERIAL AND SERVICES Total: | 72,000.00 | 72,000.00 | 252.99 | 14,591.25 | 57,408.75 | 20.27 % |
| RptCategory: 60 - CAPITAL OUTLAY | | | | | | |
| 229-255-660116 FIRE APPARATUS | 100,000.00 | 100,000.00 | 0.00 | 0.00 | 100,000.00 | 0.00 % |
| 229-255-660120 FIRE, EMS & EXTRICATION EQUIPME... | 102,000.00 | 102,000.00 | 0.00 | 5,377.30 | 96,622.70 | 5.27 % |
| 229-255-661012 TURN-OUTS & SCBA RESERVE | 105,000.00 | 105,000.00 | 0.00 | 0.00 | 105,000.00 | 0.00 % |
| RptCategory: 60 - CAPITAL OUTLAY Total: | 307,000.00 | 307,000.00 | 0.00 | 5,377.30 | 301,622.70 | 1.75 % |
| Department: 255 - FIRE LEVY Total: | 792,562.00 | 792,562.00 | 252.99 | 162,722.24 | 629,839.76 | 20.53 % |
| Department: 920 - TRANSFER OUT | | | | | | |
| RptCategory: 89 - TRANSFERS OUT | | | | | | |
| 229-920-899100 TRANSFER OUT TO GENERAL FUND | 71,611.00 | 71,611.00 | 0.00 | 14,096.00 | 57,515.00 | 19.68 % |
| RptCategory: 89 - TRANSFERS OUT Total: | 71,611.00 | 71,611.00 | 0.00 | 14,096.00 | 57,515.00 | 19.68 % |
| Department: 920 - TRANSFER OUT Total: | 71,611.00 | 71,611.00 | 0.00 | 14,096.00 | 57,515.00 | 19.68 % |
| Department: 990 - CONTINGENCY | | | | | | |
| RptCategory: 90 - OTHER | | | | | | |
| 229-990-910000 CONTINGENCY FUNDS | 49,363.00 | 49,363.00 | 0.00 | 0.00 | 49,363.00 | 0.00 % |
| RptCategory: 90 - OTHER Total: | 49,363.00 | 49,363.00 | 0.00 | 0.00 | 49,363.00 | 0.00 % |
| Department: 990 - CONTINGENCY Total: | 49,363.00 | 49,363.00 | 0.00 | 0.00 | 49,363.00 | 0.00 % |
| Expense Total: | 913,536.00 | 913,536.00 | 252.99 | 176,818.24 | 736,717.76 | 19.36 % |
| Fund: 229 - FIRE LEVY FUND Surplus (Deficit): | 0.00 | 0.00 | 1,332.83 | 137,678.09 | 137,678.09 | 0.00 % |

Budget Report

For Fiscal: 2021-2022 Period Ending: 04/30/2022

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|--|---|--------------------------|-------------------------|--------------------|--------------------|--|-----------------|
| Fund: 390 - URBAN RENEWAL FUND | | | | | | | |
| Revenue | | | | | | | |
| Department: 000 - UNDESIGNATED / NON DEPARTMENTAL | | | | | | | |
| RptType: 3000 - BEG FUND BAL. | | | | | | | |
| 390-000-309999 | BEGINNING FUND BALANCE | 2,240,000.00 | 2,240,000.00 | 0.00 | 0.00 | -2,240,000.00 | 0.00 % |
| | RptType: 3000 - BEG FUND BAL. Total: | 2,240,000.00 | 2,240,000.00 | 0.00 | 0.00 | -2,240,000.00 | 0.00 % |
| RptType: 3100 - LOCAL TAXES | | | | | | | |
| 390-000-310010 | CURRENT YEAR TAXES | 2,074,839.00 | 2,074,839.00 | 3,890.85 | 978,264.27 | -1,096,574.73 | 47.15 % |
| 390-000-310050 | PRIOR YEAR TAXES | 30,000.00 | 30,000.00 | 462.18 | 7,516.52 | -22,483.48 | 25.06 % |
| | RptType: 3100 - LOCAL TAXES Total: | 2,104,839.00 | 2,104,839.00 | 4,353.03 | 985,780.79 | -1,119,058.21 | 46.83 % |
| RptType: 3150 - GRANTS | | | | | | | |
| 390-000-315080 | OTHER GRANTS | 26,000.00 | 26,000.00 | 0.00 | 0.00 | -26,000.00 | 0.00 % |
| | RptType: 3150 - GRANTS Total: | 26,000.00 | 26,000.00 | 0.00 | 0.00 | -26,000.00 | 0.00 % |
| RptType: 3301 - INTEREST | | | | | | | |
| 390-000-330100 | INTEREST | 0.00 | 0.00 | 1,540.84 | 11,573.27 | 11,573.27 | 0.00 % |
| | RptType: 3301 - INTEREST Total: | 0.00 | 0.00 | 1,540.84 | 11,573.27 | 11,573.27 | 0.00 % |
| | Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total: | 4,370,839.00 | 4,370,839.00 | 5,893.87 | 997,354.06 | -3,373,484.94 | 22.82 % |
| | Revenue Total: | 4,370,839.00 | 4,370,839.00 | 5,893.87 | 997,354.06 | -3,373,484.94 | 22.82 % |
| Expense | | | | | | | |
| Department: 410 - URBAN RENEWAL | | | | | | | |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | | |
| 390-410-500110 | CONTRACTUAL & PROFESSIONAL SER... | 154,000.00 | 154,000.00 | 0.00 | 1,064.28 | 152,935.72 | 0.69 % |
| 390-410-500120 | MUNICIPAL AUDIT CONTRACT | 15,000.00 | 15,000.00 | 0.00 | 7,650.00 | 7,350.00 | 51.00 % |
| 390-410-530000 | FIRE & LIABILITY INSURANCE | 30,000.00 | 30,000.00 | 0.00 | 0.00 | 30,000.00 | 0.00 % |
| | RptCategory: 50 - MATERIAL AND SERVICES Total: | 199,000.00 | 199,000.00 | 0.00 | 8,714.28 | 190,285.72 | 4.38 % |
| RptCategory: 70 - DEBT SERVICE | | | | | | | |
| 390-410-730030 | DEBT SERVICE PRINCIPAL | 929,881.00 | 929,881.00 | 0.00 | 458,092.00 | 471,789.00 | 49.26 % |
| 390-410-730040 | DEBT SERVICE - INTEREST | 147,235.00 | 147,235.00 | 0.00 | 80,454.04 | 66,780.96 | 54.64 % |
| | RptCategory: 70 - DEBT SERVICE Total: | 1,077,116.00 | 1,077,116.00 | 0.00 | 538,546.04 | 538,569.96 | 50.00 % |
| RptCategory: 89 - TRANSFERS OUT | | | | | | | |
| 390-410-899100 | TRANSFER OUT TO GENERAL FUND | 490,814.00 | 490,814.00 | 0.00 | 245,403.57 | 245,410.43 | 50.00 % |
| | RptCategory: 89 - TRANSFERS OUT Total: | 490,814.00 | 490,814.00 | 0.00 | 245,403.57 | 245,410.43 | 50.00 % |
| | Department: 410 - URBAN RENEWAL Total: | 1,766,930.00 | 1,766,930.00 | 0.00 | 792,663.89 | 974,266.11 | 44.86 % |
| Department: 990 - CONTINGENCY | | | | | | | |
| RptCategory: 90 - OTHER | | | | | | | |
| 390-990-910000 | CONTINGENCY FUNDS | 2,603,909.00 | 2,603,909.00 | 0.00 | 0.00 | 2,603,909.00 | 0.00 % |
| | RptCategory: 90 - OTHER Total: | 2,603,909.00 | 2,603,909.00 | 0.00 | 0.00 | 2,603,909.00 | 0.00 % |
| | Department: 990 - CONTINGENCY Total: | 2,603,909.00 | 2,603,909.00 | 0.00 | 0.00 | 2,603,909.00 | 0.00 % |
| | Expense Total: | 4,370,839.00 | 4,370,839.00 | 0.00 | 792,663.89 | 3,578,175.11 | 18.14 % |
| | Fund: 390 - URBAN RENEWAL FUND Surplus (Deficit): | 0.00 | 0.00 | 5,893.87 | 204,690.17 | 204,690.17 | 0.00 % |

Budget Report

For Fiscal: 2021-2022 Period Ending: 04/30/2022

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|--|---|--------------------------|-------------------------|--------------------|---------------------|--|-----------------|
| Fund: 730 - SEWER FUND | | | | | | | |
| Revenue | | | | | | | |
| Department: 000 - UNDESIGNATED / NON DEPARTMENTAL | | | | | | | |
| RptType: 3000 - BEG FUND BAL. | | | | | | | |
| 730-000-309999 | BEGINNING FUND BALANCE | 2,320,000.00 | 2,320,000.00 | 0.00 | 0.00 | -2,320,000.00 | 0.00 % |
| | RptType: 3000 - BEG FUND BAL. Total: | 2,320,000.00 | 2,320,000.00 | 0.00 | 0.00 | -2,320,000.00 | 0.00 % |
| RptType: 3140 - CHARGES FOR SERVICES | | | | | | | |
| 730-000-314050 | OAK LODGE SANITARY | 1,785,000.00 | 1,785,000.00 | 71,448.21 | 708,521.66 | -1,076,478.34 | 39.69 % |
| 730-000-314055 | TRI-CITY SERVICE DISTRICT | 6,050,000.00 | 6,050,000.00 | 251,206.77 | 2,502,850.30 | -3,547,149.70 | 41.37 % |
| 730-000-314080 | CONNECTION FEES | 10,000.00 | 10,000.00 | 0.00 | 0.00 | -10,000.00 | 0.00 % |
| | RptType: 3140 - CHARGES FOR SERVICES Total: | 7,845,000.00 | 7,845,000.00 | 322,654.98 | 3,211,371.96 | -4,633,628.04 | 40.94 % |
| RptType: 3141 - SDC | | | | | | | |
| 730-000-314110 | SEWER SDCS | 20,000.00 | 20,000.00 | 0.00 | 5,849.28 | -14,150.72 | 29.25 % |
| 730-000-314111 | SDC Reimbursement Fee | 0.00 | 0.00 | 0.00 | 243.72 | 243.72 | 0.00 % |
| | RptType: 3141 - SDC Total: | 20,000.00 | 20,000.00 | 0.00 | 6,093.00 | -13,907.00 | 30.47 % |
| RptType: 3600 - MISCELLANEOUS | | | | | | | |
| 730-000-360000 | ALL OTHER SEWER RECEIPTS | 4,000.00 | 4,000.00 | 0.00 | 485.00 | -3,515.00 | 12.13 % |
| | RptType: 3600 - MISCELLANEOUS Total: | 4,000.00 | 4,000.00 | 0.00 | 485.00 | -3,515.00 | 12.13 % |
| | Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total: | 10,189,000.00 | 10,189,000.00 | 322,654.98 | 3,217,949.96 | -6,971,050.04 | 31.58 % |
| Department: 910 - TRANSFER IN | | | | | | | |
| RptType: 3990 - TRANSFERS IN | | | | | | | |
| 730-910-399105 | OPERATING TRANSFERS IN-ARPA RES,... | 0.00 | 1,210,000.00 | 0.00 | 0.00 | -1,210,000.00 | 0.00 % |
| 730-910-399205 | TRANSFER IN FROM ROAD & STREET ... | 278,405.00 | 278,405.00 | 0.00 | 56,832.00 | -221,573.00 | 20.41 % |
| | RptType: 3990 - TRANSFERS IN Total: | 278,405.00 | 1,488,405.00 | 0.00 | 56,832.00 | -1,431,573.00 | 3.82 % |
| | Department: 910 - TRANSFER IN Total: | 278,405.00 | 1,488,405.00 | 0.00 | 56,832.00 | -1,431,573.00 | 3.82 % |
| | Revenue Total: | 10,467,405.00 | 11,677,405.00 | 322,654.98 | 3,274,781.96 | -8,402,623.04 | 28.04 % |
| Expense | | | | | | | |
| Department: 703 - SEWER | | | | | | | |
| RptCategory: 40 - PERSONNEL SERVICES | | | | | | | |
| 730-703-431500 | ACCOUNTING CLERK | 30,606.00 | 30,606.00 | 1,231.75 | 12,036.85 | 18,569.15 | 39.33 % |
| 730-703-437049 | PUBLIC WORKS DIRECTOR | 46,111.00 | 46,111.00 | 2,045.80 | 18,869.18 | 27,241.82 | 40.92 % |
| 730-703-437050 | PUBLIC WORKS SUPERVISOR | 70,147.00 | 70,147.00 | 2,993.23 | 29,753.22 | 40,393.78 | 42.42 % |
| 730-703-437051 | PW OPERATIONS MANAGER | 44,817.00 | 44,817.00 | 0.00 | 0.00 | 44,817.00 | 0.00 % |
| 730-703-437055 | PW ADMIN ASSISTANT | 46,564.00 | 46,564.00 | 1,907.97 | 18,860.77 | 27,703.23 | 40.51 % |
| 730-703-437070 | UTILITY WORKER, JOURNEY | 129,372.00 | 129,372.00 | 6,299.69 | 60,647.87 | 68,724.13 | 46.88 % |
| 730-703-437071 | UTILITY WORKER II | 117,444.00 | 117,444.00 | 4,342.17 | 43,105.30 | 74,338.70 | 36.70 % |
| 730-703-439011 | SEASONAL HELP | 40,000.00 | 40,000.00 | 0.00 | 15,160.21 | 24,839.79 | 37.90 % |
| 730-703-450100 | OVERTIME | 10,000.00 | 10,000.00 | 61.14 | 1,701.00 | 8,299.00 | 17.01 % |
| 730-703-450500 | CAREER RECOGNITION PAY | 0.00 | 0.00 | 208.97 | 2,027.66 | -2,027.66 | 0.00 % |
| 730-703-470000 | ASSOCIATED PAYROLL COSTS | 287,061.00 | 287,061.00 | 11,413.04 | 113,420.85 | 173,640.15 | 39.51 % |
| | RptCategory: 40 - PERSONNEL SERVICES Total: | 822,122.00 | 822,122.00 | 30,503.76 | 315,582.91 | 506,539.09 | 38.39 % |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | | |
| 730-703-500110 | CONTRACTUAL & PROFESSIONAL SER... | 61,000.00 | 61,000.00 | 360.07 | 16,729.18 | 44,270.82 | 27.42 % |
| 730-703-500452 | SDC PASS THROUGH TO TCSD | 10,000.00 | 10,000.00 | 0.00 | 0.00 | 10,000.00 | 0.00 % |
| 730-703-500456 | OAK LODGE SANITARY DISTRICT | 1,128,937.00 | 1,128,937.00 | 93,061.89 | 465,309.45 | 663,627.55 | 41.22 % |
| 730-703-500458 | WATER ENVIRONMENT SERVICES (W... | 2,738,092.00 | 2,738,092.00 | 107,165.54 | 996,238.66 | 1,741,853.34 | 36.38 % |
| 730-703-520120 | BANK CHARGES | 36,000.00 | 36,000.00 | 2,189.83 | 26,746.41 | 9,253.59 | 74.30 % |
| 730-703-520130 | OPERATIONS, MAINTENANCE & REPA... | 115,000.00 | 115,000.00 | 593.30 | 20,654.02 | 94,345.98 | 17.96 % |
| 730-703-520320 | FLEET FUEL, MAINTENANCE & REPAIR | 55,000.00 | 55,000.00 | 891.81 | 18,737.71 | 36,262.29 | 34.07 % |
| 730-703-520400 | OFFICE SUPPLIES & EQUIPMENT | 8,000.00 | 8,000.00 | 71.27 | 1,728.46 | 6,271.54 | 21.61 % |
| 730-703-520430 | UTILITY BILLS & POSTAGE | 16,000.00 | 16,000.00 | 625.51 | 6,644.67 | 9,355.33 | 41.53 % |
| 730-703-540220 | TRAVEL, CONFERENCES & TRAINING | 5,000.00 | 5,000.00 | 0.00 | 970.26 | 4,029.74 | 19.41 % |
| 730-703-540300 | SMALL TOOLS, EQUIPMENT & SAFETY... | 20,000.00 | 20,000.00 | 1,536.64 | 9,054.95 | 10,945.05 | 45.27 % |
| 730-703-540400 | DUMPING, HAULING, GARBAGE | 5,500.00 | 5,500.00 | 0.00 | 1,400.02 | 4,099.98 | 25.45 % |

Budget Report

For Fiscal: 2021-2022 Period Ending: 04/30/2022

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|---|------------------------------------|--------------------------|-------------------------|--------------------|---------------------|--|-----------------|
| 730-703-560100 | UTILITIES | 6,500.00 | 6,500.00 | 109.68 | 1,112.24 | 5,387.76 | 17.11 % |
| RptCategory: 50 - MATERIAL AND SERVICES Total: | | 4,205,029.00 | 4,205,029.00 | 206,605.54 | 1,565,326.03 | 2,639,702.97 | 37.23 % |
| RptCategory: 60 - CAPITAL OUTLAY | | | | | | | |
| 730-703-660100 | EQUIPMENT REPLACEMENT RESERVES | 665,000.00 | 665,000.00 | 0.00 | 0.00 | 665,000.00 | 0.00 % |
| 730-703-676050 | SYSTEM IMPROVEMENTS & PROJECTS | 3,352,732.00 | 4,471,761.00 | 0.00 | 310,166.02 | 4,161,594.98 | 6.94 % |
| 730-703-678090 | RESERVE FROM SDC'S | 393,964.00 | 393,964.00 | 0.00 | 0.00 | 393,964.00 | 0.00 % |
| RptCategory: 60 - CAPITAL OUTLAY Total: | | 4,411,696.00 | 5,530,725.00 | 0.00 | 310,166.02 | 5,220,558.98 | 5.61 % |
| Department: 703 - SEWER Total: | | 9,438,847.00 | 10,557,876.00 | 237,109.30 | 2,191,074.96 | 8,366,801.04 | 20.75 % |
| Department: 920 - TRANSFER OUT | | | | | | | |
| RptCategory: 89 - TRANSFERS OUT | | | | | | | |
| 730-920-899100 | TRANSFER OUT TO GENERAL FUND | 197,633.00 | 288,604.00 | 0.00 | 47,132.00 | 241,472.00 | 16.33 % |
| 730-920-899205 | TRANSFER OUT TO ROAD & STREET F... | 430,925.00 | 430,925.00 | 0.00 | 96,715.00 | 334,210.00 | 22.44 % |
| RptCategory: 89 - TRANSFERS OUT Total: | | 628,558.00 | 719,529.00 | 0.00 | 143,847.00 | 575,682.00 | 19.99 % |
| Department: 920 - TRANSFER OUT Total: | | 628,558.00 | 719,529.00 | 0.00 | 143,847.00 | 575,682.00 | 19.99 % |
| Department: 990 - CONTINGENCY | | | | | | | |
| RptCategory: 90 - OTHER | | | | | | | |
| 730-990-910000 | CONTINGENCY FUNDS | 400,000.00 | 400,000.00 | 0.00 | 0.00 | 400,000.00 | 0.00 % |
| RptCategory: 90 - OTHER Total: | | 400,000.00 | 400,000.00 | 0.00 | 0.00 | 400,000.00 | 0.00 % |
| Department: 990 - CONTINGENCY Total: | | 400,000.00 | 400,000.00 | 0.00 | 0.00 | 400,000.00 | 0.00 % |
| Expense Total: | | 10,467,405.00 | 11,677,405.00 | 237,109.30 | 2,334,921.96 | 9,342,483.04 | 20.00 % |
| Fund: 730 - SEWER FUND Surplus (Deficit): | | 0.00 | 0.00 | 85,545.68 | 939,860.00 | 939,860.00 | 0.00 % |

Budget Report

For Fiscal: 2021-2022 Period Ending: 04/30/2022

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|--|---|--------------------------|-------------------------|--------------------|---------------------|--|-----------------|
| Fund: 740 - WATER FUND | | | | | | | |
| Revenue | | | | | | | |
| Department: 000 - UNDESIGNATED / NON DEPARTMENTAL | | | | | | | |
| RptType: 3000 - BEG FUND BAL. | | | | | | | |
| 740-000-309999 | BEGINNING FUND BALANCE | 3,868,000.00 | 3,868,000.00 | 0.00 | 0.00 | -3,868,000.00 | 0.00 % |
| | RptType: 3000 - BEG FUND BAL. Total: | 3,868,000.00 | 3,868,000.00 | 0.00 | 0.00 | -3,868,000.00 | 0.00 % |
| RptType: 3140 - CHARGES FOR SERVICES | | | | | | | |
| 740-000-314060 | WATER SERVICE REVENUE | 5,200,000.00 | 5,200,000.00 | 186,995.02 | 2,205,801.18 | -2,994,198.82 | 42.42 % |
| 740-000-314080 | WATER SERVICE CONNECTIONS | 10,000.00 | 10,000.00 | 0.00 | 548.02 | -9,451.98 | 5.48 % |
| | RptType: 3140 - CHARGES FOR SERVICES Total: | 5,210,000.00 | 5,210,000.00 | 186,995.02 | 2,206,349.20 | -3,003,650.80 | 42.35 % |
| RptType: 3141 - SDC | | | | | | | |
| 740-000-314110 | WATER SDC'S | 50,000.00 | 50,000.00 | 0.00 | 0.00 | -50,000.00 | 0.00 % |
| | RptType: 3141 - SDC Total: | 50,000.00 | 50,000.00 | 0.00 | 0.00 | -50,000.00 | 0.00 % |
| | Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total: | 9,128,000.00 | 9,128,000.00 | 186,995.02 | 2,206,349.20 | -6,921,650.80 | 24.17 % |
| Department: 910 - TRANSFER IN | | | | | | | |
| RptType: 3990 - TRANSFERS IN | | | | | | | |
| 740-910-399205 | TRANSFER IN FROM ROAD & STREET ... | 278,405.00 | 278,405.00 | 0.00 | 56,832.00 | -221,573.00 | 20.41 % |
| | RptType: 3990 - TRANSFERS IN Total: | 278,405.00 | 278,405.00 | 0.00 | 56,832.00 | -221,573.00 | 20.41 % |
| | Department: 910 - TRANSFER IN Total: | 278,405.00 | 278,405.00 | 0.00 | 56,832.00 | -221,573.00 | 20.41 % |
| | Revenue Total: | 9,406,405.00 | 9,406,405.00 | 186,995.02 | 2,263,181.20 | -7,143,223.80 | 24.06 % |
| Expense | | | | | | | |
| Department: 704 - WATER | | | | | | | |
| RptCategory: 40 - PERSONNEL SERVICES | | | | | | | |
| 740-704-431500 | ACCOUNTING CLERK | 36,727.00 | 36,727.00 | 1,478.10 | 14,444.22 | 22,282.78 | 39.33 % |
| 740-704-437049 | PUBLIC WORKS DIRECTOR | 46,111.00 | 46,111.00 | 2,045.80 | 18,869.18 | 27,241.82 | 40.92 % |
| 740-704-437050 | PUBLIC WORKS SUPERVISOR | 72,273.00 | 72,273.00 | 3,058.43 | 30,559.80 | 41,713.20 | 42.28 % |
| 740-704-437051 | PW OPERATIONS MANAGER | 44,817.00 | 44,817.00 | 0.00 | 0.00 | 44,817.00 | 0.00 % |
| 740-704-437055 | PW ADMIN ASSISTANT | 46,564.00 | 46,564.00 | 1,907.97 | 18,860.77 | 27,703.23 | 40.51 % |
| 740-704-437070 | UTILITY WORKER, JOURNEY | 145,818.00 | 145,818.00 | 4,952.50 | 47,307.28 | 98,510.72 | 32.44 % |
| 740-704-437071 | UTILITY WORKER II | 238,650.00 | 238,650.00 | 4,256.00 | 37,249.69 | 201,400.31 | 15.61 % |
| 740-704-439011 | SEASONAL HELP | 40,000.00 | 40,000.00 | 0.00 | 5,119.76 | 34,880.24 | 12.80 % |
| 740-704-450100 | OVERTIME | 10,000.00 | 10,000.00 | 61.14 | 1,194.95 | 8,805.05 | 11.95 % |
| 740-704-450500 | CAREER RECOGNITION PAY | 0.00 | 0.00 | 28.86 | 287.73 | -287.73 | 0.00 % |
| 740-704-470000 | ASSOCIATED PAYROLL COSTS | 434,079.00 | 434,079.00 | 9,215.09 | 86,948.49 | 347,130.51 | 20.03 % |
| | RptCategory: 40 - PERSONNEL SERVICES Total: | 1,115,039.00 | 1,115,039.00 | 27,003.89 | 260,841.87 | 854,197.13 | 23.39 % |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | | |
| 740-704-500110 | CONTRACTUAL & PROFESSIONAL SER... | 71,000.00 | 71,000.00 | 2,085.07 | 35,357.74 | 35,642.26 | 49.80 % |
| 740-704-500240 | METER READING CONTRACT | 65,000.00 | 65,000.00 | 2,379.12 | 22,748.48 | 42,251.52 | 35.00 % |
| 740-704-500425 | WHOLESALE WATER | 1,300,000.00 | 1,300,000.00 | 39,025.04 | 486,880.67 | 813,119.33 | 37.45 % |
| 740-704-520120 | BANK CHARGES | 36,000.00 | 36,000.00 | 2,154.85 | 26,116.55 | 9,883.45 | 72.55 % |
| 740-704-520130 | OPERATIONS, MAINTENANCE & REPA... | 300,000.00 | 300,000.00 | 8,615.87 | 40,728.97 | 259,271.03 | 13.58 % |
| 740-704-520162 | LABORATORY WATER TESTS | 40,000.00 | 40,000.00 | 0.00 | 9,905.00 | 30,095.00 | 24.76 % |
| 740-704-520165 | FIRE HYDRANT MAINTENANCE & REP... | 40,000.00 | 40,000.00 | 0.00 | 0.00 | 40,000.00 | 0.00 % |
| 740-704-520310 | MAINTENANCE, REPAIR & OPERATION | 0.00 | 0.00 | -266.03 | -266.03 | 266.03 | 0.00 % |
| 740-704-520320 | FLEET FUEL, MAINTENANCE & REPAIR | 45,000.00 | 45,000.00 | 909.61 | 16,132.27 | 28,867.73 | 35.85 % |
| 740-704-520400 | OFFICE SUPPLIES & EQUIPMENT | 6,000.00 | 6,000.00 | 71.27 | 1,760.16 | 4,239.84 | 29.34 % |
| 740-704-520430 | UTILITY BILLS & POSTAGE | 16,000.00 | 16,000.00 | 625.51 | 6,644.67 | 9,355.33 | 41.53 % |
| 740-704-540220 | TRAVEL, CONFERENCES & TRAINING | 10,000.00 | 10,000.00 | 0.00 | 1,822.26 | 8,177.74 | 18.22 % |
| 740-704-540300 | SMALL TOOLS, EQUIPMENT & SAFETY... | 20,000.00 | 20,000.00 | 346.45 | 9,859.05 | 10,140.95 | 49.30 % |
| 740-704-540400 | DUMPING, HAULING, GARBAGE | 10,000.00 | 10,000.00 | 0.00 | 6,932.04 | 3,067.96 | 69.32 % |
| 740-704-560100 | UTILITIES | 55,000.00 | 55,000.00 | 1,572.35 | 17,720.01 | 37,279.99 | 32.22 % |
| | RptCategory: 50 - MATERIAL AND SERVICES Total: | 2,014,000.00 | 2,014,000.00 | 57,519.11 | 682,341.84 | 1,331,658.16 | 33.88 % |
| RptCategory: 60 - CAPITAL OUTLAY | | | | | | | |
| 740-704-660100 | EQUIPMENT REPLACEMENT RESERVES | 279,000.00 | 279,000.00 | 0.00 | 0.00 | 279,000.00 | 0.00 % |
| 740-704-676050 | SYSTEM IMPROVEMENTS & PROJECTS | 4,051,396.00 | 3,960,425.00 | 0.00 | 60,007.93 | 3,900,417.07 | 1.52 % |

Budget Report

For Fiscal: 2021-2022 Period Ending: 04/30/2022

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|--------------------------------|--|--------------------------|-------------------------|--------------------|---------------------|--|-----------------|
| 740-704-678090 | RESERVE FROM SDC'S | 609,610.00 | 609,610.00 | 0.00 | 0.00 | 609,610.00 | 0.00 % |
| | RptCategory: 60 - CAPITAL OUTLAY Total: | 4,940,006.00 | 4,849,035.00 | 0.00 | 60,007.93 | 4,789,027.07 | 1.24 % |
| | RptCategory: 70 - DEBT SERVICE | | | | | | |
| 740-704-720040 | 2005 BONDED DEBT/PRINCIPAL | 331,000.00 | 331,000.00 | 0.00 | 165,000.00 | 166,000.00 | 49.85 % |
| 740-704-730040 | 2005 BONDED DEBT/INTEREST | 27,235.00 | 27,235.00 | 0.00 | 15,255.90 | 11,979.10 | 56.02 % |
| | RptCategory: 70 - DEBT SERVICE Total: | 358,235.00 | 358,235.00 | 0.00 | 180,255.90 | 177,979.10 | 50.32 % |
| | Department: 704 - WATER Total: | 8,427,280.00 | 8,336,309.00 | 84,523.00 | 1,183,447.54 | 7,152,861.46 | 14.20 % |
| | Department: 920 - TRANSFER OUT | | | | | | |
| | RptCategory: 89 - TRANSFERS OUT | | | | | | |
| 740-920-899100 | TRANSFER OUT TO GENERAL FUND | 297,125.00 | 388,096.00 | 0.00 | 71,343.00 | 316,753.00 | 18.38 % |
| 740-920-899205 | TRANSFER OUT TO ROAD & STREET F... | 282,000.00 | 282,000.00 | 0.00 | 73,407.00 | 208,593.00 | 26.03 % |
| | RptCategory: 89 - TRANSFERS OUT Total: | 579,125.00 | 670,096.00 | 0.00 | 144,750.00 | 525,346.00 | 21.60 % |
| | Department: 920 - TRANSFER OUT Total: | 579,125.00 | 670,096.00 | 0.00 | 144,750.00 | 525,346.00 | 21.60 % |
| | Department: 990 - CONTINGENCY | | | | | | |
| | RptCategory: 90 - OTHER | | | | | | |
| 740-990-910000 | CONTINGENCY FUNDS | 400,000.00 | 400,000.00 | 0.00 | 0.00 | 400,000.00 | 0.00 % |
| | RptCategory: 90 - OTHER Total: | 400,000.00 | 400,000.00 | 0.00 | 0.00 | 400,000.00 | 0.00 % |
| | Department: 990 - CONTINGENCY Total: | 400,000.00 | 400,000.00 | 0.00 | 0.00 | 400,000.00 | 0.00 % |
| | Expense Total: | 9,406,405.00 | 9,406,405.00 | 84,523.00 | 1,328,197.54 | 8,078,207.46 | 14.12 % |
| | Fund: 740 - WATER FUND Surplus (Deficit): | 0.00 | 0.00 | 102,472.02 | 934,983.66 | 934,983.66 | 0.00 % |

Budget Report

For Fiscal: 2021-2022 Period Ending: 04/30/2022

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|--|---|--------------------------|-------------------------|--------------------|--------------------|--|-----------------|
| Fund: 750 - STORM WATER FUND | | | | | | | |
| Revenue | | | | | | | |
| Department: 000 - UNDESIGNATED / NON DEPARTMENTAL | | | | | | | |
| RptType: 3000 - BEG FUND BAL. | | | | | | | |
| 750-000-309999 | BEGINNING FUND BALANCE | 1,040,000.00 | 1,040,000.00 | 0.00 | 0.00 | -1,040,000.00 | 0.00 % |
| | RptType: 3000 - BEG FUND BAL. Total: | 1,040,000.00 | 1,040,000.00 | 0.00 | 0.00 | -1,040,000.00 | 0.00 % |
| RptType: 3140 - CHARGES FOR SERVICES | | | | | | | |
| 750-000-314060 | STORM REVENUE | 1,898,000.00 | 1,898,000.00 | 78,601.65 | 767,769.65 | -1,130,230.35 | 40.45 % |
| | RptType: 3140 - CHARGES FOR SERVICES Total: | 1,898,000.00 | 1,898,000.00 | 78,601.65 | 767,769.65 | -1,130,230.35 | 40.45 % |
| RptType: 3141 - SDC | | | | | | | |
| 750-000-314110 | STORMWATER SDC'S | 11,000.00 | 11,000.00 | 0.00 | 0.00 | -11,000.00 | 0.00 % |
| | RptType: 3141 - SDC Total: | 11,000.00 | 11,000.00 | 0.00 | 0.00 | -11,000.00 | 0.00 % |
| | Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total: | 2,949,000.00 | 2,949,000.00 | 78,601.65 | 767,769.65 | -2,181,230.35 | 26.03 % |
| Department: 910 - TRANSFER IN | | | | | | | |
| RptType: 3990 - TRANSFERS IN | | | | | | | |
| 750-910-399205 | TRANSFER IN FROM ROAD & STREET ... | 278,405.00 | 278,405.00 | 0.00 | 56,832.00 | -221,573.00 | 20.41 % |
| | RptType: 3990 - TRANSFERS IN Total: | 278,405.00 | 278,405.00 | 0.00 | 56,832.00 | -221,573.00 | 20.41 % |
| | Department: 910 - TRANSFER IN Total: | 278,405.00 | 278,405.00 | 0.00 | 56,832.00 | -221,573.00 | 20.41 % |
| | Revenue Total: | 3,227,405.00 | 3,227,405.00 | 78,601.65 | 824,601.65 | -2,402,803.35 | 25.55 % |
| Expense | | | | | | | |
| Department: 705 - PUBLIC WORKS DIRECTOR | | | | | | | |
| RptCategory: 40 - PERSONNEL SERVICES | | | | | | | |
| 750-705-431500 | ACCOUNTING CLERK | 30,606.00 | 30,606.00 | 1,231.75 | 12,036.84 | 18,569.16 | 39.33 % |
| 750-705-437049 | PUBLIC WORKS DIRECTOR | 46,111.00 | 46,111.00 | 2,045.80 | 18,869.16 | 27,241.84 | 40.92 % |
| 750-705-437050 | PUBLIC WORKS SUPERVISOR | 70,147.00 | 70,147.00 | 2,993.20 | 29,593.15 | 40,553.85 | 42.19 % |
| 750-705-437051 | PW OPERATIONS MANAGER | 44,817.00 | 44,817.00 | 0.00 | 0.00 | 44,817.00 | 0.00 % |
| 750-705-437055 | PW ADMIN ASSISTANT | 46,564.00 | 46,564.00 | 1,908.00 | 18,860.53 | 27,703.47 | 40.50 % |
| 750-705-437070 | UTILITY WORKER, JOURNEY | 0.00 | 0.00 | 4,727.00 | 45,738.77 | -45,738.77 | 0.00 % |
| 750-705-437071 | UTILITY WORKER II | 103,980.00 | 103,980.00 | 0.00 | 0.00 | 103,980.00 | 0.00 % |
| 750-705-439011 | SEASONAL HELP | 40,000.00 | 40,000.00 | 0.00 | 14,508.00 | 25,492.00 | 36.27 % |
| 750-705-450100 | OVERTIME | 5,000.00 | 5,000.00 | 61.15 | 1,241.43 | 3,758.57 | 24.83 % |
| 750-705-450500 | CAREER RECOGNITION PAY | 0.00 | 0.00 | 28.02 | 279.29 | -279.29 | 0.00 % |
| 750-705-470000 | ASSOCIATED PAYROLL COSTS | 180,486.00 | 180,486.00 | 6,608.57 | 66,741.23 | 113,744.77 | 36.98 % |
| | RptCategory: 40 - PERSONNEL SERVICES Total: | 567,711.00 | 567,711.00 | 19,603.49 | 207,868.40 | 359,842.60 | 36.62 % |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | | |
| 750-705-500110 | CONTRACTUAL & PROFESSIONAL SER... | 41,000.00 | 41,000.00 | 1,612.51 | 19,446.91 | 21,553.09 | 47.43 % |
| 750-705-520120 | BANK CHARGES | 36,000.00 | 36,000.00 | 2,189.83 | 26,748.14 | 9,251.86 | 74.30 % |
| 750-705-520130 | OPERATIONS, MAINTENANCE & REPA... | 65,000.00 | 65,000.00 | 1,992.95 | 13,641.19 | 51,358.81 | 20.99 % |
| 750-705-520320 | FLEET FUEL, MAINTENANCE & REPAIR | 20,000.00 | 20,000.00 | 909.60 | 17,354.81 | 2,645.19 | 86.77 % |
| 750-705-520400 | OFFICE SUPPLIES & EQUIPMENT | 5,000.00 | 5,000.00 | 71.23 | 1,728.23 | 3,271.77 | 34.56 % |
| 750-705-520430 | UTILITY BILLS & POSTAGE | 16,000.00 | 16,000.00 | 625.69 | 6,646.68 | 9,353.32 | 41.54 % |
| 750-705-540220 | TRAVEL, CONFERENCES & TRAINING | 4,000.00 | 4,000.00 | 0.00 | 96.34 | 3,903.66 | 2.41 % |
| 750-705-540300 | SMALL TOOLS, EQUIPMENT & SAFETY... | 11,000.00 | 11,000.00 | 346.54 | 7,405.43 | 3,594.57 | 67.32 % |
| 750-705-540400 | DUMPING, HAULING, GARBAGE | 5,000.00 | 5,000.00 | 0.00 | 959.94 | 4,040.06 | 19.20 % |
| 750-705-560100 | UTILITIES | 3,000.00 | 3,000.00 | 53.73 | 537.13 | 2,462.87 | 17.90 % |
| | RptCategory: 50 - MATERIAL AND SERVICES Total: | 206,000.00 | 206,000.00 | 7,802.08 | 94,564.80 | 111,435.20 | 45.91 % |
| RptCategory: 60 - CAPITAL OUTLAY | | | | | | | |
| 750-705-660100 | EQUIPMENT REPLACEMENT RESERVES | 115,000.00 | 115,000.00 | 0.00 | 0.00 | 115,000.00 | 0.00 % |
| 750-705-676050 | SYSTEM IMPROVEMENTS & PROJECTS | 1,894,471.00 | 1,803,500.00 | 375.00 | 72,573.61 | 1,730,926.39 | 4.02 % |
| | RptCategory: 60 - CAPITAL OUTLAY Total: | 2,009,471.00 | 1,918,500.00 | 375.00 | 72,573.61 | 1,845,926.39 | 3.78 % |
| | Department: 705 - PUBLIC WORKS DIRECTOR Total: | 2,783,182.00 | 2,692,211.00 | 27,780.57 | 375,006.81 | 2,317,204.19 | 13.93 % |
| Department: 920 - TRANSFER OUT | | | | | | | |
| RptCategory: 89 - TRANSFERS OUT | | | | | | | |
| 750-920-899100 | TRANSFER OUT TO GENERAL FUND | 140,123.00 | 231,094.00 | 0.00 | 33,643.00 | 197,451.00 | 14.56 % |

Budget Report

For Fiscal: 2021-2022 Period Ending: 04/30/2022

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|--------------------------------|---|--------------------------|-------------------------|--------------------|--------------------|--|-----------------|
| 750-920-899205 | TRANSFER OUT TO ROAD & STREET F... | 104,100.00 | 104,100.00 | 0.00 | 22,670.00 | 81,430.00 | 21.78 % |
| | RptCategory: 89 - TRANSFERS OUT Total: | 244,223.00 | 335,194.00 | 0.00 | 56,313.00 | 278,881.00 | 16.80 % |
| | Department: 920 - TRANSFER OUT Total: | 244,223.00 | 335,194.00 | 0.00 | 56,313.00 | 278,881.00 | 16.80 % |
| Department: 990 - CONTINGENCY | | | | | | | |
| | RptCategory: 90 - OTHER | | | | | | |
| 750-990-910000 | CONTINGENCY FUNDS | 200,000.00 | 200,000.00 | 0.00 | 0.00 | 200,000.00 | 0.00 % |
| | RptCategory: 90 - OTHER Total: | 200,000.00 | 200,000.00 | 0.00 | 0.00 | 200,000.00 | 0.00 % |
| | Department: 990 - CONTINGENCY Total: | 200,000.00 | 200,000.00 | 0.00 | 0.00 | 200,000.00 | 0.00 % |
| | Expense Total: | 3,227,405.00 | 3,227,405.00 | 27,780.57 | 431,319.81 | 2,796,085.19 | 13.36 % |
| | Fund: 750 - STORM WATER FUND Surplus (Deficit): | 0.00 | 0.00 | 50,821.08 | 393,281.84 | 393,281.84 | 0.00 % |

Budget Report

For Fiscal: 2021-2022 Period Ending: 04/30/2022

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|--|--|--------------------------|-------------------------|---------------------|---------------------|--|-----------------|
| Fund: 801 - MUNICIPAL COURT TRUST FUND | | | | | | | |
| Revenue | | | | | | | |
| Department: 000 - UNDESIGNATED / NON DEPARTMENTAL | | | | | | | |
| RptType: 3000 - BEG FUND BAL. | | | | | | | |
| 801-000-309999 | BEGINNING FUND BALANCE | 40,000.00 | 40,000.00 | 0.00 | 0.00 | -40,000.00 | 0.00 % |
| | RptType: 3000 - BEG FUND BAL. Total: | 40,000.00 | 40,000.00 | 0.00 | 0.00 | -40,000.00 | 0.00 % |
| RptType: 3260 - FINES AND FORFEITURES | | | | | | | |
| 801-000-326020 | CITY OF GLADSTONE FINES/FEES | 735,000.00 | 735,000.00 | 27,833.96 | 276,535.50 | -458,464.50 | 37.62 % |
| 801-000-326030 | CLACKAMAS COUNTY FINES/FEES | 22,000.00 | 22,000.00 | 1,016.05 | 12,016.41 | -9,983.59 | 54.62 % |
| 801-000-326040 | STATE OF OREGON FINES/FEES | 85,000.00 | 85,000.00 | 4,094.97 | 46,621.35 | -38,378.65 | 54.85 % |
| 801-000-326050 | RESTITUTION | 3,000.00 | 3,000.00 | 0.00 | 0.00 | -3,000.00 | 0.00 % |
| 801-000-326060 | BOND | 5,000.00 | 5,000.00 | 2,940.27 | 2,234.49 | -2,765.51 | 44.69 % |
| | RptType: 3260 - FINES AND FORFEITURES Total: | 850,000.00 | 850,000.00 | 35,885.25 | 337,407.75 | -512,592.25 | 39.70 % |
| | Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total: | 890,000.00 | 890,000.00 | 35,885.25 | 337,407.75 | -552,592.25 | 37.91 % |
| | Revenue Total: | 890,000.00 | 890,000.00 | 35,885.25 | 337,407.75 | -552,592.25 | 37.91 % |
| Expense | | | | | | | |
| Department: 220 - COURT | | | | | | | |
| RptCategory: 50 - MATERIAL AND SERVICES | | | | | | | |
| 801-220-500500 | CITY OF GLADSTONE FINES & FEES | 735,000.00 | 735,000.00 | 0.00 | 238,881.31 | 496,118.69 | 32.50 % |
| 801-220-500510 | CLACKAMAS COUNTY FINES & FEES | 22,000.00 | 22,000.00 | 1,213.41 | 12,125.10 | 9,874.90 | 55.11 % |
| 801-220-500520 | STATE OF OREGON FINES & FEES | 85,000.00 | 85,000.00 | 37,804.96 | 80,544.41 | 4,455.59 | 94.76 % |
| 801-220-500530 | RESTITUTION | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 3,000.00 | 0.00 % |
| 801-220-500540 | BOND - COURT | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 0.00 % |
| 801-220-500550 | ALL OTHER FEES & FINES | 40,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 % |
| | RptCategory: 50 - MATERIAL AND SERVICES Total: | 890,000.00 | 850,000.00 | 39,018.37 | 331,550.82 | 518,449.18 | 39.01 % |
| | Department: 220 - COURT Total: | 890,000.00 | 850,000.00 | 39,018.37 | 331,550.82 | 518,449.18 | 39.01 % |
| Department: 990 - CONTINGENCY | | | | | | | |
| RptCategory: 90 - OTHER | | | | | | | |
| 801-990-910000 | CONTINGENCY FUNDS | 0.00 | 40,000.00 | 0.00 | 0.00 | 40,000.00 | 0.00 % |
| | RptCategory: 90 - OTHER Total: | 0.00 | 40,000.00 | 0.00 | 0.00 | 40,000.00 | 0.00 % |
| | Department: 990 - CONTINGENCY Total: | 0.00 | 40,000.00 | 0.00 | 0.00 | 40,000.00 | 0.00 % |
| | Expense Total: | 890,000.00 | 890,000.00 | 39,018.37 | 331,550.82 | 558,449.18 | 37.25 % |
| | Fund: 801 - MUNICIPAL COURT TRUST FUND Surplus (Deficit): | 0.00 | 0.00 | -3,133.12 | 5,856.93 | 5,856.93 | 0.00 % |
| | Report Surplus (Deficit): | 0.00 | 0.00 | 4,560,681.64 | 7,790,923.03 | 7,790,923.03 | 0.00 % |

Fund Summary

| Fund | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) |
|----------------------------------|--------------------------|-------------------------|---------------------|---------------------|--|
| 100 - GENERAL FUND | 0.00 | 0.00 | 4,444,545.39 | 4,983,509.40 | 4,983,509.40 |
| 105 - AMERICAN RESCUE PLAN RESE | 0.00 | 0.00 | -10,000.00 | -10,000.00 | -10,000.00 |
| 205 - ROAD AND STREET FUND | 0.00 | 0.00 | -53,386.30 | 186,195.57 | 186,195.57 |
| 228 - POLICE LEVY FUND | 0.00 | 0.00 | -63,409.81 | 14,867.37 | 14,867.37 |
| 229 - FIRE LEVY FUND | 0.00 | 0.00 | 1,332.83 | 137,678.09 | 137,678.09 |
| 390 - URBAN RENEWAL FUND | 0.00 | 0.00 | 5,893.87 | 204,690.17 | 204,690.17 |
| 730 - SEWER FUND | 0.00 | 0.00 | 85,545.68 | 939,860.00 | 939,860.00 |
| 740 - WATER FUND | 0.00 | 0.00 | 102,472.02 | 934,983.66 | 934,983.66 |
| 750 - STORM WATER FUND | 0.00 | 0.00 | 50,821.08 | 393,281.84 | 393,281.84 |
| 801 - MUNICIPAL COURT TRUST FUND | 0.00 | 0.00 | -3,133.12 | 5,856.93 | 5,856.93 |
| Report Surplus (Deficit): | 0.00 | 0.00 | 4,560,681.64 | 7,790,923.03 | 7,790,923.03 |

CHECK REGISTER FOR APRIL 2022

| Check Date | Check No. | Vendor | Amount | Line Item Description |
|------------|---------------|--|------------|--|
| 04/01/2022 | 91891 - 91893 | Final Payroll Checks | 4,142.97 | Final Payroll Checks |
| 04/01/2022 | 166 | HRA VEBA Plan | 3,916.78 | Employer VEBA contribution |
| 04/01/2022 | 167 | IAFF Local 1159 | 218.78 | IAFF Union Dues |
| 04/01/2022 | 168 | ICMA-Rc | 7,804.09 | Voluntary Payroll Deferred Comp |
| 04/01/2022 | 91894 | Axa Equi-Vest | 6,898.46 | Voluntary Payroll Deferred Comp |
| 04/01/2022 | 91895 | CIS Trust | 73,057.85 | Monthly Health Insurance |
| 04/01/2022 | 91896 | Clackamas Community Federal Credit Union | 1,355.53 | GPA Union Dues |
| 04/01/2022 | 91897 | Equitable | 1,278.06 | Non-PERS Retirement Pmt |
| 04/01/2022 | 91898 | Equitable Financial Life Insurance Co. | 86.00 | Non-PERS Retirement Pmt |
| 04/01/2022 | 91899 | Gladstone Fire Department | 134.78 | Fire Members House Dues |
| 04/01/2022 | 91900 | Oregon AFSCME Council #75 | 993.16 | AFSCME Union Dues |
| 04/01/2022 | 91901 - 91905 | UB Refunds | 525.08 | UB Refunds - PW |
| 04/05/2022 | 169 | Lundquist, Kyndre | 3,500.00 | Prosecutor Services - CT |
| 04/05/2022 | 170 | Meterreaders | 2,379.12 | Meterreading - PW |
| 04/05/2022 | 171 | Nancy McDonald | 6,495.00 | HR Consultant - Admin |
| 04/05/2022 | 91906 | Amazon Capital Services | 590.95 | Office Supplies/Prime Memb. - FD/Admin |
| 04/05/2022 | 91907 | AutoZone, Inc | 37.18 | Vehicle Maintenance - PD |
| 04/05/2022 | 91908 | BMS Technologies | 1,876.71 | UB Online Pmt Fees - PW |
| 04/05/2022 | 91909 | Cintas First Aid Lockbox | 82.17 | First Aid Supplies - PD |
| 04/05/2022 | 91910 | Comcast | 52.50 | Digital TV Receivers - IT |
| 04/05/2022 | 91911 | Ferguson Waterworks #3011 | 326.52 | Stock Water Parts - PW |
| 04/05/2022 | 91912 | Galls, LLC | 13.75 | Name Plates - FD |
| 04/05/2022 | 91913 | General Tree Service | 845.00 | Weed Control - PW |
| 04/05/2022 | 91914 | H.D. Fowler Co. Inc. | 6,221.22 | Storm Line Materials - PW |
| 04/05/2022 | 91915 | Houston, Marc R | 990.00 | Physican Advisor - FD |
| 04/05/2022 | 91916 | John Southgate LLC | 3,150.00 | Professional Fees - Admin |
| 04/05/2022 | 91917 | Moen Machinery Company | 33.21 | Equipment Maintenance - PW |
| 04/05/2022 | 91918 | Moore Iacofano Goltsman, Inc. | 4,901.00 | Downtown Code Implementation - Admin |
| 04/05/2022 | 91919 | Northwest Natural Gas | 1,489.08 | Natural Gas Usage - All Depts. |
| 04/05/2022 | 91920 | Oak Lodge Water Services | 1,293.59 | Water Purchases - PW |
| 04/05/2022 | 91921 | Office Depot | 200.14 | Office Supplies - Admin/CT |
| 04/05/2022 | 91922 | Pamplin Media Group | 194.20 | Notice of Public Hearing - Admin |
| 04/05/2022 | 91923 | Platt Electric Supply | 102.60 | Building Maintenance - PW |
| 04/05/2022 | 91924 | Portland General Electric | 14,443.49 | Electric Usage - All Depts. |
| 04/05/2022 | 91925 | Quaranto & Associates, LLC | 1,750.00 | Indigent Defense - CT |
| 04/05/2022 | 91926 | Simplot Partners | 4,872.00 | Ball Field Maintenance Supplies - PW |
| 04/05/2022 | 91927 | Smith-Wagar Brucker Consulting Inc. | 10,465.00 | Financial Consulting - Admin |
| 04/05/2022 | 91928 | Star Cars LLC | 4,741.00 | Vehicle Modification - PD |
| 04/05/2022 | 91929 | Stein Oil Co. Inc. | 5,251.61 | Gasoline - PD/FD/PW/SC |
| 04/05/2022 | 91930 | Traffic Safety Supply Co. Inc. | 34.45 | Street Signs - PW |
| 04/05/2022 | 91931 | Verizon Wireless | 2,986.38 | Cell Phone/Data Lines - IT |
| 04/05/2022 | 91932 | Walter E. Nelson Co. | 1,381.91 | Janitorial Supplies - PW |
| 04/05/2022 | 91933 | Water Environment Services | 105,759.72 | Sewer Billing - PW |
| 04/05/2022 | 91934 | Wilsonville Lock & Security | 122.85 | Monitoring - PW |
| 04/05/2022 | 91935 | Society of St. Vincent de Paul | 10,000.00 | ARPA Funds Disbursement - Admin |
| 04/14/2022 | 91936 | Aramark | 133.95 | Mat/Coveral Rental - PW |
| 04/14/2022 | 91937 | Behavioral Wellness Resources | 300.00 | Member Resiliency Discussion - FD |
| 04/14/2022 | 91938 | Bravo Land Care & Maintenance | 945.00 | Landscape Maintenance - PW |
| 04/14/2022 | 91939 | BridgePay Network Solutions, LLC | 175.60 | UB Online Pmt Fees - PW |
| 04/14/2022 | 91940 | Buel's Impressions Printing | 44.00 | Business Card Printing - PD |
| 04/14/2022 | 91941 | Canopy Wellbeing | 24.50 | Employee Assistance Program - FD |
| 04/14/2022 | 91942 | Cintas First Aid Lockbox | 503.98 | First Aid/Waterbreak - PD/SC/PW/Admin |
| 04/14/2022 | 91943 | Clackamas Fire District #1 | 15,798.24 | IGA - Fleet/Admin Assist/Fire Prev. - FD |
| 04/14/2022 | 91944 | Environment Science Associates | 7,645.00 | Meldrumb Bar Site Plan - PW |
| 04/14/2022 | 91945 | Johnson Controls | 1,985.00 | Fire Extinguisher Maint/Inspection - PW |
| 04/14/2022 | 91946 | Northwest Success, Inc. | 2,253.31 | Janitorial Service - PW |

CHECK REGISTER FOR APRIL 2022

| Check Date | Check No. | Vendor | Amount | Line Item Description |
|------------|-----------|-------------------------------------|-----------|---|
| 04/14/2022 | 91947 | One Call Concepts Inc | 116.40 | Utility Notifications - PW |
| 04/14/2022 | 91948 | Pamplin Media Group | 2,026.00 | Newsletter Printing - Admin |
| 04/14/2022 | 91949 | Paramount Pest Control Inc | 156.00 | Pest Control Service - PW |
| 04/14/2022 | 91950 | Pitney Bowes | 679.37 | Postage - All Depts. |
| 04/14/2022 | 91951 | Quaranto & Associates, LLC | 400.00 | Indigent Defense - CT |
| 04/14/2022 | 91952 | Shiels Oblatz Johnsen | 7,446.95 | Professional fees/PW bldg - Admin |
| 04/14/2022 | 91953 | Stein Oil Co. Inc. | 5,336.16 | Gasoline - PD/FD/PW/SC |
| 04/14/2022 | 91954 | Tollen Farm | 50.00 | Tram Excursion Fee - SC |
| 04/14/2022 | 91955 | TransUnion Risk and Alternative | 75.00 | Data Research - PD |
| 04/14/2022 | 91956 | Watts Heating & Cooling | 1,828.36 | HVAC Maintenance - PW |
| 04/14/2022 | 91957 | WorkSAFE Service Inc | 53.00 | Drug Testing |
| 04/21/2022 | 173 | Amy Lindgren Law, LLC | 3,000.00 | Judge Contract Services - CT |
| 04/21/2022 | 174 | Gladstone Municipal Court | 1,144.84 | Bank Fee Reimbursement - Admin |
| 04/21/2022 | 175 | Metereaders | 2,379.12 | Metereading - PW |
| 04/21/2022 | 176 | Satcom Global Ltd. | 42.75 | Satellite Phone Access - PD |
| 04/21/2022 | 91959 | 8x8, Inc. | 1,815.17 | Monthly Phone Service - IT |
| 04/21/2022 | 91960 | Allstream | 138.13 | Land Lines - PW |
| 04/21/2022 | 91961 | Amazon Capital Services | 98.32 | Office Supplies - Admin |
| 04/21/2022 | 91962 | American Heating Inc | 1,269.00 | HVAC Maintenance - PW |
| 04/21/2022 | 91963 | American Medical Response | 400.00 | Blood Draws - PD |
| 04/21/2022 | 91964 | Backflow Management Inc | 822.00 | Reporting/Letters - PW |
| 04/21/2022 | 91965 | Canon Financial Services, Inc. | 1,170.73 | Copier Usage/Leases - IT |
| 04/21/2022 | 91966 | CIS Trust | 998.00 | GASB 75 Valuation - Admin |
| 04/21/2022 | 91967 | Clackamas Auto Parts Inc | 187.09 | Mower Maintenance - PW |
| 04/21/2022 | 91968 | Clackamas County Finance Department | 42,514.65 | Dispatch/Planning/Signal Maint - PD/FD/Admin/PW |
| 04/21/2022 | 91969 | Comcast | 52.00 | Cable/Internet - IT |
| 04/21/2022 | 91970 | Curtis, L. N. Co. | 1,033.53 | Uniforms - PD |
| 04/21/2022 | 91971 | K & L Industries | 48,958.80 | Slurry Seal Contract - PW |
| 04/21/2022 | 91972 | Lee Gilliam | 99.75 | Training Per Diem - PD |
| 04/21/2022 | 91973 | Life-Assist Inc | 188.40 | First Responder Supplies - FD |
| 04/21/2022 | 91974 | Lori Bell | 1,760.00 | Professional Fees - Admin |
| 04/21/2022 | 91975 | North Clackamas County | 34,360.43 | Water Purchases - PW |
| 04/21/2022 | 91976 | Northwest Safety Clean | 396.30 | Equipment Maintenance - FD |
| 04/21/2022 | 91977 | Oregon DMV | 20.00 | Driving Records - PD |
| 04/21/2022 | 91978 | Oregon Patrol Service | 645.00 | Courtroom Security - CT |
| 04/21/2022 | 91979 | Pacific Office Automation Inc | 168.18 | Copier Usage/Leases - IT |
| 04/21/2022 | 91980 | Pioneer Animal Hospital | 838.86 | K9 Routine Care - PD |
| 04/21/2022 | 91981 | Portland General Electric | 5,944.13 | Street Light Electric Usage - PW |
| 04/21/2022 | 91982 | Secure Pacific Corporation | 309.06 | Monitoring - PW |
| 04/21/2022 | 91983 | Sisul Engineering | 1,162.50 | Professional Fees - PW |
| 04/21/2022 | 91984 | Steve's Pump Service | 175.00 | Static Level Check/State Reports - PW |
| 04/21/2022 | 91985 | Traffic Safety Supply Co. Inc. | 1,666.25 | Street Sign Posts - PW |
| 04/21/2022 | 91986 | Trio Community Meals | 448.29 | Nutrition Program Supplies - SC |
| 04/21/2022 | 91987 | Tyler Technologies, Inc. | 32,955.21 | Annual Software Fee/UB Pmt Fees - IT/PW |
| 04/21/2022 | 91988 | Water Environment Services | 194.59 | Pump Station Maintenance - PW |
| 04/27/2022 | 177 | Cycle Express | 2,000.00 | Office Rent - FD |
| 04/27/2022 | 91989 | Maxwell Rentals | 1,050.00 | Apartment Rent - FD |
| 04/27/2022 | 91990 | Pacific Mobile Structures, Inc. | 498.00 | Office Rental - PW |
| 04/28/2022 | 91991 | Clackamas County Clerk | 83.00 | Lien Release - Admin |
| 04/28/2022 | 91992 | Consolidated Supply Co. | 2,807.86 | Stock Meter Parts - PW |
| 04/28/2022 | 91993 | Insight Public Sector | 16,295.52 | Annual PD Records Mgmt Software - IT |
| 04/28/2022 | 91994 | LancePacific LLC | 112.50 | Quarterly Monitoring - PW |
| 04/28/2022 | 91995 | Les Schwab Tires | 1,006.04 | Vehicle Maintenance - PD |
| 04/28/2022 | 91996 | Moore Iacofano Goltsman, Inc. | 21,226.20 | Zoning Code/Downtown Code - Admin |
| 04/28/2022 | 91997 | Stein Oil Co. Inc. | 6,254.64 | Gasoline - PD/FD/PW/SC |
| 04/28/2022 | 91998 | Triangle Pump & Equipment, Inc. | 472.50 | Pump Inspections - PW |
| 04/28/2022 | 91999 | United States Postal Service | 1,077.47 | Newsletter Postage - Admin |

CHECK REGISTER FOR APRIL 2022

| Check Date | Check No. | Vendor | Amount | Line Item Description |
|-----------------------------------|-----------|--|-----------------------------|---------------------------------|
| 04/29/2022 | 178 | HRA VEBA Plan | 3,833.45 | Employer VEBA contribution |
| 04/29/2022 | 179 | IAFF Local 1159 | 218.78 | IAFF Union Dues |
| 04/29/2022 | 180 | ICMA-Rc | 6,435.81 | Voluntary Payroll Deferred Comp |
| 04/29/2022 | 92000 | Axa Equi-Vest | 7,023.46 | Voluntary Payroll Deferred Comp |
| 04/29/2022 | 92001 | CIS Trust | 70,794.64 | Monthly Health Insurance |
| 04/29/2022 | 92002 | Clackamas Community Federal Credit Union | 1,336.76 | GPA Union Dues |
| 04/29/2022 | 92003 | Equitable | 1,278.06 | Non-PERS Retirement Pmt |
| 04/29/2022 | 92004 | Equitable Financial Life Insurance Co. | 86.00 | Non-PERS Retirement Pmt |
| 04/29/2022 | 92005 | Gladstone Fire Department | 100.00 | Fire Members House Dues |
| 04/29/2022 | 92006 | Oregon AFSCME Council #75 | 1,023.32 | AFSCME Union Dues |
| Total: | | | <u>\$ 677,339.80</u> | |
| <u>Urban Renewal Fund Checks:</u> | | | - | |
| Total April 2022 Checks: | | | <u><u>\$ 677,339.80</u></u> | |

ATTORNEY CHARGES

| Attorneys: | July, 2021 | Aug, 2021 | Sept, 2021 | Oct, 2021 | Nov, 2021 | Dec, 2021 | Totals |
|----------------------------------|-------------|-------------|-------------|--------------|-------------|--------------|--------------|
| City Charter | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Elections | 869.50 | 392.00 | 147.00 | 147.00 | - | 24.50 | 1,580.00 |
| Finance | - | - | - | - | 73.50 | - | 73.50 |
| General | 916.50 | 294.00 | - | - | 663.30 | 3,023.83 | 4,897.63 |
| Public Works Facility Project | - | - | - | - | - | 147.00 | 147.00 |
| Meeting Attendance | - | - | - | - | - | 245.00 | 245.00 |
| Governance/City Council | 3,409.72 | 931.00 | 1,053.50 | 2,303.00 | 171.50 | 5,379.40 | 13,248.12 |
| Meeting Attendance | 1,095.90 | 955.50 | - | 1,573.30 | 441.00 | 1,298.50 | 5,364.20 |
| Intergovernmental | - | - | 514.50 | - | 1,445.50 | 416.50 | 2,376.50 |
| Meeting Attendance | - | - | - | - | - | - | - |
| Land Use/ Community Development | - | - | - | - | - | 49.00 | 49.00 |
| Meeting Attendance | - | - | - | - | - | - | - |
| Parks & Recreation | 23.50 | 926.94 | - | - | - | - | 950.44 |
| Personnel/Labor | 399.50 | 1,461.00 | - | 6,448.25 | 1,425.90 | 376.25 | 10,110.90 |
| Public Records & Meetings | 258.50 | 49.00 | 1,943.00 | 269.50 | 147.00 | 184.00 | 2,851.00 |
| Public Safety | - | - | - | 1,161.98 | 1,347.50 | 124.40 | 2,633.88 |
| Public Works | 868.50 | 850.29 | 1,555.75 | - | - | 392.00 | 3,666.54 |
| Real Property Transactions | - | - | - | - | - | - | - |
| Risk Management/Litigation | - | - | - | 539.00 | - | - | 539.00 |
| Rights of Way-Telecommunications | - | - | - | - | - | - | - |
| Urban Renewal | - | - | 691.00 | - | - | - | 691.00 |
| Total | \$ 7,841.62 | \$ 5,859.73 | \$ 5,904.75 | \$ 12,442.03 | \$ 5,715.20 | \$ 11,660.38 | \$ 49,423.71 |

| Attorneys: | Jan, 2022 | Feb, 2022 | Mar, 2022 | Apr, 2022 | May, 2022 | June, 2022 | Totals for Year |
|----------------------------------|-------------|-------------|-------------|--------------|-----------|------------|-----------------|
| City Charter | \$ - | \$ - | \$ - | \$ - | | | \$ - |
| Elections | - | 49.00 | - | - | | | 1,629.00 |
| Finance | 103.00 | 122.50 | 73.50 | 355.50 | | | 728.00 |
| General | 171.50 | 810.10 | 514.50 | 514.50 | | | 6,908.23 |
| Civic Center Project | - | - | - | - | | | 147.00 |
| Meeting Attendance | - | - | - | - | | | 245.00 |
| Governance/City Council | 906.50 | 1,879.58 | 49.00 | 4,678.44 | | | 20,761.64 |
| Meeting Attendance | 710.50 | 882.00 | 1,690.50 | 1,494.00 | | | 10,141.20 |
| Intergovernmental | 122.50 | 220.50 | 49.00 | - | | | 2,768.50 |
| Meeting Attendance | - | - | 1,519.00 | - | | | 1,519.00 |
| Land Use/ Community Development | - | 857.50 | - | 78.23 | | | 984.73 |
| Meeting Attendance | - | 367.50 | - | - | | | 367.50 |
| Parks & Recreation | - | - | 196.00 | 24.50 | | | 1,170.94 |
| Personnel/Labor | - | - | - | - | | | 10,110.90 |
| AFSCME | - | - | - | - | | | - |
| GPA | 245.00 | 514.50 | 1,583.56 | 2,138.56 | | | 4,481.62 |
| Fire | - | - | - | - | | | - |
| City Administration | 122.50 | - | 318.50 | - | | | 441.00 |
| Personnel Handbook | - | - | - | - | | | - |
| Meeting Attendance | - | 1,672.62 | - | - | | | 1,672.62 |
| Public Records & Meetings | 24.50 | - | - | 686.00 | | | 3,561.50 |
| Public Safety | 24.50 | 1,016.50 | 686.00 | 2,523.50 | | | 6,884.38 |
| Public Works | 637.00 | 11.05 | 455.50 | 1,514.51 | | | 6,284.60 |
| Real Property Transactions | 441.00 | - | - | - | | | 441.00 |
| Risk Management/Litigation | 465.50 | - | - | - | | | 1,004.50 |
| Rights of Way-Telecommunications | - | - | - | - | | | - |
| Urban Renewal | - | - | - | - | | | 691.00 |
| Total | \$ 3,974.00 | \$ 8,403.35 | \$ 7,135.06 | \$ 14,007.74 | \$ - | \$ - | \$ 82,943.86 |



Public Works

Staff Report for May 2022

Report Date : June 3, 2022
To : Jacque M. Betz, City Administrator
Copy : Mayor and City Council
From : Darren Caniparoli, Public Works Director

PARKS:

A “working field trip” program brought 4th and 5th graders to Meldrum Bar Park. An educational program between Environmental Protection Estuary Partnership and North Clackamas School District allows students to take part in working field trips, learning about the removal process of invasive species while actually doing it. This particular trip, students focused on the removal of invasive black berry bushes at Meldrum Bar Park, the students made substantial progress in removing and clearing an area that once done crews will be able to gain access to the trees which are currently covered in ivy. A great opportunity for a positive partnership!



- Trash pick-up and bathroom cleaning in all parks two days a week, with check and quick cleaning Wednesdays
- Stocker, Ames, Cross, High Rocks, Max Patterson, Dierickx, and Meldrum being mowed once a week "Ongoing"
- Robin Hood, Nick Shannon, Nature, Ridgeway, and Abernathy Ln. Mowed every other week "Ongoing"
- All parks are getting hard and soft edging done every other week "Ongoing"
- Assisted Community Garden at Meldrum with a large amount of debris removal
- Meldrum Bar Park was Bark Dusted
- Broadleaf spraying was done on all lawns at: Stocker, Ames, Dierickx, Max Patterson, and Meldrum
- New Honey Bucket was replaced at Meldrum behind field #4.
- Meldrum Pit Toilet pumped out by Byers Septic
- Water Fountains are turned on at all City parks



Unfortunately, we have seen an uptick in costly vandalism, starting with the fee station machine at Meldrum Bar Park. This was a costly incident of vandalism, the part to fix the machine was \$2600.00, in addition to the several days that the machine was out of service due to this criminal activity; the cost of this vandalism is truly unknown.



STREETS:

Crews have been working on crack sealing, using the departments new crack sealing machine. Crews are taking advantage of any good weather that comes their way to get the crack sealing machine out. Crews are working on preparing our roadways for two upcoming projects, our Pavement Repair Project and our Annual Slurry Seal Project both scheduled to take place late spring and summer.



The street Department has also been out working on hot patching several areas in town. These are large patching areas in which cold patching is not ideal. Hot patching is an important tool when it comes to maintaining our streets. Having both new pieces of the equipment, the crack sealer and hot box our Streets Department is going to be able to make more substantial repairs and have them last.

In the month of May, 20.75 tons of hot asphalt was laid by our Street Department while repairing our roadways

FACILITIES:

- Once a week inspections of janitorial cleaning "Ongoing"
- Bark Dusting of Senior Center completed
- Overgrown hedge in Senior Center parking lot trimmed
- Cleaning and reorganizing storage areas in Public Works in preparation for construction of new facility
- All emergency generators were serviced by Cummins
- All Windows cleaned inside and out of: Civic Center, Senior Center, and some at Public Works by Rose City Windows

FLEET:

- Water pump on Ingersoll Rand Roller #80 diagnosed and repaired
- Flat tire repaired on baseball trailer
- Welded steel frame and added plywood to trash trailer
- Side canopy window repaired on vehicle #46
- Rear wheels and rear axle repaired on #91 walk behind Hot Saw
- Exmark mower #85 inner and outer guards repaired
- Water buffalo trailer #93 tank strap replaced and all straps adjusted
- Windows fixed in Backhoe #62
- Added a new Crack Sealer to the fleet

WATER:

- Utility billing service orders.
- Hazard meter box repairs/meter maintenance ongoing.
- Utility locates, GIS map updates ongoing.
- Routine coliform sampling, system chlorine residual monitoring ongoing.
- Routine pumpstation/reservoir inspections ongoing.
- Utility billing door hangers for nonpayment, shutoffs following week.
- Performing investigations at the Webster Reservoirs in order to update reservoir complex mapping.
- Performing investigations and developing a list of water system normally closed valves in preparation for water system unidirectional flushing program development.
- Prepping utilities for street slurry project. Replaced $\frac{3}{4}$ " water service on Columbia Ave and relocated meter box from street travel lane to the edge of ROW.
- Prepping utilities for street paving project.
- Performing investigations to locate water system check valves and pressure regulating valves which play a key role in separating pressure zones.



The Water crew works to repair a leaking $\frac{3}{4}$ " service on Monticello Dr. Using the Vactor truck to assist in excavating the area using pressurized water and the strong suction from the Vactor truck crews can minimize disruption to the area while accessing the lines in which need to be repaired.

The Water crew worked to repair a 2" PVC water main break which occurred during the installation of a catch basin at Yale Ave and Arlington St. We had all hands on deck to deal with this water main break, bringing in crew members from other departments to lend a hand.



Sometimes in Gladstone you crews come across things that make one wonder what and why? Yes, that is a water meter box in the middle of a residential roadway in town, on Columbia Ave., if we're being specific. Crews worked to relocate the water meter to the proper location which is at the edge of the Right of Way (ROW) which allows for the distinction of customer side and City side.



Crew member Jeff Shepherd working to move the water meter to the edge of ROW, working behind the customers retaining wall in order to minimize disturbances as much as possible. The finished product looked great and we no longer have a water meter in the middle of the roadway!



SEWER:

- Locates/GIS map updates ongoing.
- Routine monitoring of Smartcover/flowmeter telemetry.
- Monitoring recently installed bypass diversions in Portland Avenue manholes to help reduce sanitary sewer overflows by alleviating flow from the undersized W. Clackamas Blvd. 15" mainline.
- Currently working with Oak Lodge to conduct Gladstone sewer system CCTV inspections as part of a larger internal project to make the entire Gladstone sanitary sewer system accessible for maintenance.
- Prepping utilities for both upcoming street paving and annual slurry seal project.

STORM:

- Locates/GIS map updates ongoing.
- Catch basin/headwall cleaning to mitigate flooding.
- Completed Citywide street sweeping.
- Currently working with Oak Lodge to perform CCTV inspections on Gladstone storm system as part of a larger internal project to make the entire Gladstone storm system accessible for maintenance.
- Prepping utilities for street slurry project. Replaced 1 catch basin.
- Prepping utilities for street paving project. Replaced 11 catch basins.

The utility crews have been working to install new catch basins (16) ahead of paving projects which will be happening over late spring and summer. This catch basin installation is at the intersection of Berkeley St. and Chicago.



ADMINISTRATION:

- Working with Kittelson & Associates to develop drawings for the Webster & Cason crossing project.
- Pre-Construction meeting with Jim Smith Excavation for Barclay Storm Line Project. Currently the project is in the beginning phases.
- Working with DEQ and Clackamas County Co-permittees to revise NPDES stormwater permit mercury TMDL (Total Maximum Daily Load) implementation plan to address updated EPA/DEQ standards.
- Working with Oak Lodge Water Services to update and clarify our IGA (intergovernmental agreement)
- Working on OHA (OR Health Authority) state drinking water program and 2019 water system survey deficiencies corrective actions.
- Water system risk/resiliency plan and emergency response plans for EPA and State Drinking Water Services compliance.
- Evergreen Ln Storm Line project, revisions to the easement documents are in process, documents will be resubmitted to the county for final approval.
- Working with Regional Water Providers Consortium partners on emergency preparedness.
- Working with Brown and Caldwell engineers to develop water system unidirectional flushing (UDF) maintenance plan/program.
- ROW Permit audits continue with our local utility companies and Franchise holders.
- ROW Permit management: Identifying and working on resolutions regarding unlicensed contractors working within our ROW under permit issued to Franchise holders.
- Development inspections and Plan reviews for 4 private developments projects.
- Project Data Collection: As-Builts and Stormwater Management Agreements.
- North Clackamas Watershed Project planning.
- Managing the final stages of the RFP for the Fire Station Remodel project, pending approval of contract from City Council.
- Final Inspections, project close-outs and reviews of Certificates of Occupancy request for private commercial projects at 740 82nd Dr. and the OHA project located at 18000 Webster Rd.
- Paving RFP posted for the Pavement Repair Project which will take place late spring
- Prepared contract documents for the Annual Slurry Seal project in a joint procurement effort with the City of Hillsboro, pending contract approval from City Council.
- Private Development with Clackamas County, approval of 16 building permits, 12 remodel permits and 2 sign permits in May.

"Your talent determines what you can do. Your motivation determines how much you're willing to do. Your attitude determines how well you do it."

~ Lou Holtz, Former football player, coach and analyst

Gladstone Police Department

Monthly Report

May 2022





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



CHIEF'S REPORT

May 2022

Greetings,

The month of May was the kick off for the city opening back up. The police department has been and continues to plan for community events during the spring and summer months which provides police officers different opportunities to engage our community. This month included the return of the bike rodeo where more than thirty kids had the opportunity to ride through a course designed for safety. The police department, in partnership with the Gladstone Kiwanis and Gladstone/Oak Grove Rotary provided a great experience for our community along with handing several bike helmets to youth in need.

The police department also partnered with the Kraxberger Gear Heads robotics team to conduct a shred event of not only papers but also computer recycling. This service was provided to the Gladstone community and we were able to fill the truck of recycled paper documents for shred along with old computers that otherwise would have been taken to the landfill. A drug take back was also included in this event and residents were able to discard unwanted or expired medication.

Overall, the events that occurred in May were very successful and a great start to the summer moving forward. Your police officers will continue to be highly visible and engaged during the upcoming months so enjoy the summer months and remain safe. As always, if you see something suspicious say something and call your police department, working together and building relationships not only increases community but overall safety.

Sincerely,

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

John Schmerber, Chief of Police



GLADSTONE POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT

MAY 2022

"Respect ~Service ~Character ~Passion"



| GENERAL STATISTICS/TYPE | THIS MONTH | YTD THIS YEAR | YTD LAST YEAR | % +/- | TOP 5 TRAFFIC CITE CHARGES | |
|-----------------------------|------------|---------------|---------------|---------|-----------------------------|----------|
| Dispatched Incidents | 543 | 2455 | 2636 | -6.87% | Speeding | 34 |
| Officer Initiated Incidents | 443 | 2260 | 2542 | -11.09% | Improper Display License | 28 |
| Total Number of Incidents | 986 | 4715 | 5178 | -8.94% | Driving While Suspended | 14 |
| Police Reports Filed | 356 | 1537 | 1497 | 2.67% | Fail to Carry Proof of Ins | 12 |
| Traffic Contacts | 216 | 1302 | 1250 | 4.16% | Driving Uninsured | 11 |
| Citations Issued (Charges) | 141 | 785 | 782 | 0.38% | ALARM ADMINISTRATION REPORT | |
| Parking Citations | 41 | 45 | 24 | N/A | Renewals Billed | 5 |
| DUII | 0 | 18 | 17 | 5.88% | Renewal Fees Collected | \$375.00 |
| Community Policing Contacts | 32 | 105 | 80 | 31.25% | New Permits Issued | 3 |
| Murders | 0 | 0 | 0 | 0.00% | False Alarms w/No Permit | 6 |
| K9 Deployments | 2 | 21 | 10 | 110.00% | 1st false Alarm Events | 6 |
| Tow Releases | 1 | 8 | 21 | -61.90% | 2nd False Alarm Events | 1 |
| | | | | | 3rd False Alarm Events | 0 |
| | | | | | False Alarm fees collected | 250 |
| | | | | | False Alarm fees billed | \$50.00 |
| | | | | | Late Fees Collected | \$125.00 |



**GLADSTONE POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT**

MAY 2022

"Respect ~Service ~Character ~Passion"



| SELECTED CALLS FOR SERVICE** | THIS MONTH | YTD THIS YEAR | YTD LAST YEAR | % +/- | SPECIFIC OVERTIME CATAGORIES | HOURS |
|-----------------------------------|------------|---------------|---------------|---------|------------------------------|--------|
| Abuse/Neglect | 3 | 15 | 12 | 25.00% | Shift Coverage | 173.75 |
| Accident/Injury or Fatal | 3 | 8 | 5 | 60.00% | Court | 21 |
| Accident/Property Damage | 1 | 31 | 26 | 19.23% | Training | 22.75 |
| Assault | 2 | 12 | 11 | 9.09% | Presentations/Meetings | 5 |
| Burglary | 1 | 9 | 13 | -30.77% | Traffic Grant | 46.5 |
| Domestic/Family Dist. | 20 | 75 | 77 | -2.60% | Special Assignment | 5.75 |
| Drugs/Narcotics | 2 | 6 | 12 | -50.00% | K9 | 13.25 |
| Disturbance-Fights-Noise | 15 | 60 | 64 | -6.25% | SRO | 1 |
| Forgery/Fraud | 9 | 41 | 45 | -8.89% | | |
| Hit and Run | 6 | 20 | 29 | -31.03% | | |
| Ordinance Violations | 8 | 40 | 102 | -60.78% | | |
| Runaway/Missing | 10 | 23 | 24 | -4.17% | | |
| Sex Offense | 8 | 23 | 15 | 53.33% | | |
| Suicide Attempt/Threat | 11 | 24 | 43 | -44.19% | | |
| Suspicious Person or Circumstance | 58 | 296 | 271 | 9.23% | | |
| Thefts | 28 | 115 | 80 | 43.75% | | |
| Trespass/Prowler | 8 | 56 | 50 | 12.00% | | |
| Vandalism | 15 | 53 | 41 | 29.27% | | |
| Vehicles Recovered | 2 | 18 | 5 | 260.00% | | |
| Vehicles Stolen | 6 | 34 | 13 | 161.54% | | |
| Death(Not Suicide/Murder) | 1 | 5 | 7 | -28.57% | | |

**Coded at time of dispatch, not final disposition



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



BIAS MONTHLY REPORT

Reported by: Kristi Walls, Executive Assistant

May 2022

Bias Crimes and Incidents. The definition of a Bias crime can be found in the Oregon Revised Statutes at:

166.155 (Bias Crime in the second degree)

166.165 (Bias Crime in the first degree)

- We had no bias crimes or incidents this month.



GLADSTONE POLICE DEPARTMENT CODE ENFORCEMENT MONTHLY REPORT TO CHIEF AND COUNCIL



CODE ENFORCEMENT OFFICER MONTHLY REPORT

Prepared by Sean Boyle

May 2022

| | |
|----|---------------------------------------|
| 5 | Abandoned Vehicles |
| 2 | Animal Complaints |
| 31 | Community Contacts |
| 20 | Details |
| 22 | Follow Ups |
| 1 | Noise Complaint |
| 6 | Ordinance Violations |
| 5 | Parking Complaints |
| 5 | Premise Checks |
| 4 | Assist GPD, GFD other agency assists. |
| 9 | Property Calls |

110 Total Calls

CASE UPDATES

22-008883 – Ongoing planning with property owner to gain compliance w/ occupants of trailer on their property.



NEW CASES OF NOTE

22-009904 – “FREE” items left out in the public right of way. Contacted the property manager and had the items removed.





GLADSTONE POLICE DEPARTMENT CODE ENFORCEMENT MONTHLY REPORT TO CHIEF AND COUNCIL



CODE ENFORCEMENT OFFICER MONTHLY REPORT Continued.....

22-010195 – Complaint about overgrown vegetation. Coordinated a Neighbors Helping Neighbors work session. Front and side yard is completed. The backyard likely needs a professional crew to complete. After photos will be available in next month's update.



22-010660 – Complaint about obstructed sidewalk. Contacted property owner and provided Code Violation Notice.



22-012402 – CHRONIC NUISANCE – Additional criminal activity associated with 6335 Caldwell Road. Review of the cases showed the activity met the threshold to declare the property a potential chronic nuisance property. Warning notice delivered to the property owner and directed to meet with Lieutenant Gerkman to mitigate the issues. More to follow in the next update.



GLADSTONE POLICE DEPARTMENT DETECTIVES MONTHLY REPORT TO CHIEF AND COUNCIL



DETECTIVES MONTHLY REPORT

Prepared by Detective Fich

May 2022

New Cases Assigned:

1. 22-010057 Major Crimes Team force investigation (OCPD pursuit and crash) Assigned 05/04/22
2. 22-009897 Rape. Assigned 05/05/22
3. 22-010829 Out-of-Jurisdiction Rape. Self-assigned 05/07/22
4. 22-010498 Fraud. Assigned 05/11/22
5. 22-011316 Sexual Abuse. Assigned 05/18/22
6. 21-016004 UUMV and Theft I (Firearm) Assigned 05/25/22
7. 22-011974 Rape. GPD Detective call-out on 05/27/22
8. 22-012327 Robbery I. Assigned 05/31/22

Current Caseload:

1. 21-026160 Sexual Abuse. Assigned 12/3/21
2. 22-005774 Elder Financial Abuse. Assigned 03/09/22
3. 22-007512 Sexual Abuse Assigned 04/01/22
4. 22-009897 Rape. Assigned 05/05/22
5. 22-011316 Sexual Abuse. Assigned 05/18/22
6. 22-011974 Rape. GPD Detective call-out on 05/27/22
7. 22-012327 Robbery I. Assigned 05/31/22

Cases Cleared:

1. 22-010829 Out-of-Jurisdiction Rape. Forwarded to DHS and Vancouver PD on 05/13/22
2. 22-010057 Major Crimes Team force investigation (OCPD pursuit and crash)
3. 22-010498 Fraud. Case suspended due to lack of investigative leads
4. 21-016004 UUMV and Theft I (Firearm). Case suspended 05/26/22 pending additional investigative leads. Both stolen item, vehicle and firearm, have been recovered.

Sex Offender Registrations Completed: 0



GLADSTONE POLICE DEPARTMENT DETECTIVES MONTHLY REPORT TO CHIEF AND COUNCIL



DETECTIVES MONTHLY REPORT Continued.....

Highlights/Noteworthy:

1. On May 3, 2022, Three suspects were indicted by a Clackamas County Circuit Court Grand Jury on multiple charges of Aggravated Theft in the First Degree, Aggravated Identity Theft, Forgery in the First Degree, Theft in the First Degree, and Criminal Conspiracy. The three conspired to steal over \$37,000 from a 74-year-old female victim in 2019. Arrest warrants were issued and GPD patrol arrested all three suspects on May 17, 2022. (GPD Case 19-024100)
2. On May 3, 2022, the scheduled day for trial, Austin Lee Embury pled guilty Criminal Mistreatment in the Second Degree in Clackamas County Circuit Court. (GPD Case 19-017933)
3. On May 4, 2022, I responded to an after-hours Clackamas County Major Crimes Team detective request/call-out for an Oregon City Police Department pursuit that ended in a single vehicle crash and the death of the subject who attempted to elude law enforcement. (GPD Case 22-010057)
4. On May 12, 2022, GPD SRO Graves and I testified in Clackamas County Circuit Court. A youth offender was found responsible, the adult equivalent of guilty, for an offense that was the equivalent of Rape in the Second Degree if the youth offender had been an adult. (GPD Case 20-026091)
5. On May 27, 2022, I responded to an after-hours Gladstone Police Department detective request/call-out for a juvenile rape with a suspect in custody. (GPD Case 22-011974)



GLADSTONE POLICE DEPARTMENT DETECTIVES MONTHLY REPORT TO CHIEF AND COUNCIL



DETECTIVES MONTHLY REPORT

Prepared by Detective Gilliam

May 2022

New Cases Assigned: 2

1. 22-009926 – Juvenile Sexual Abuse (assigned 5/05)
2. 22-011880 – Juvenile Sexual Abuse (5/25)

Cases Cleared: 1

1. 22-004572 – Unauthorized Use of a Vehicle (case suspended due to lack of suspect leads)

Current Caseload: 3

1. 22-011880 – Juvenile Sexual Abuse
2. 22-009926 – Juvenile Sexual Abuse
3. 21-021379 – Attempted Murder

Notes/Highlights:

1. Graduated the 80-hour Metro Area Sergeants Academy (02-13 May)



#



GLADSTONE POLICE DEPARTMENT

K9 MONTHLY REPORT TO CHIEF AND COUNCIL



K9 MONTHLY REPORT

Prepared by: Officer Olson

May 2022

K9 Nanuk is a four-and-a-half-year-old German Shepherd born in Slovakia. At seven weeks old K9 Nanuk was sold to a man in Germany who started training K9 Nanuk. In Germany in order to breed a dog they must achieve a sport title. In Germany the primary sport is schutzhund. schutzhund training is comprised of three separate parts, they are obedience, tracking, and protection work. You can accomplish three levels of titles from this training. K9 Nanuk was imprinted with the beginning knowledge in schutzhund training however he was sold at a young age and he had not achieved a title. Most working dogs are sold to kennels where police agencies purchase them with some sport dog training up to titled dogs in sport training. The training is then adapted to police work.

| Officer | K9 Deployments GPD | K9 Deployments Other Agencies | K9 Training Hours |
|---------|-----------------------|----------------------------------|-------------------|
| Olson | 1 | 1 | 12 |

I attended the Metro area sergeant's academy for two weeks.

K9 Nanuk and I had two K9 deployments during the month of May.

We assisted Clackamas County Sheriff's Office in searching for a burglary suspect that stole a car. We were not able to locate that suspect.

Our second deployment was for an armed robbery suspect in the city of Gladstone. We attempted a short track however it appeared likely the suspect fled the area in a vehicle prior to our arrival.



GLADSTONE POLICE DEPARTMENT OPERATIONS MONTHLY REPORT TO CHIEF AND COUNCIL



OPERATIONS MONTHLY REPORT

Prepared by Sgt. Okerman

May 2022

- 5/3 A subject in the 400 block of E Arlington St was reported to be throwing items into the street and destroying property. When officers arrived the subject had picked up all his property and was sitting in a chair a resident had put out for free. After some convincing the angry subject moved along with the free chair in tow.
- 5/9 Two juveniles from Kraxberger Middle School were reported as runaways together. They spent the night out together and were found the next day by officers hiding in the Gladstone Nature Park.
- 5/10 A vehicle was stolen from the parking lot of Gladstone Safeway. There was only a small delay and officers quickly checked the area. The vehicle was located a short time later down the street. The owner was able to get the vehicle back.
- 5/16 A vehicle was stolen that was parked on River Rd behind the Toyota dealership.
- 5/17 Portland Police requested assistance with a suspect contact in Gladstone. They had information an expensive stolen electric bicycle was in Gladstone and someone was trying to sell it. The suspect fled from officers in a vehicle when the arrest attempt was made. GPD was able to identify the suspect for PPB and the stolen property was recovered. PPB took the stolen property to return to the owner.
Three suspects were arrested on several felony warrants at the same time. All three are related and suspected of stealing from an elderly family member. Officers were able to get all three in custody before the trio realized what was going on. The warrants were from a case investigated by Detective Fich.
- 5/18 Two unidentified juveniles set a roll of toilet paper and a container of hand sanitizer on fire in Meldrum Bar Park.





GLADSTONE POLICE DEPARTMENT OPERATIONS MONTHLY REPORT TO CHIEF AND COUNCIL



OPERATIONS MONTHLY REPORT Continued.....

- 5/29 Happy Memorial Day and thank you to all who have served!
- 5/30 A suspect used a screwdriver to gain entry into a vehicle in the 400 block of First St. The suspect also tried to start the vehicle but was unsuccessful.
- A wallet was stolen from a locker in the men's locker room at 24 Hour Fitness.
- 5/31 An armed robbery occurred at the Baskin Robbins. The suspect was armed with a handgun and demanded money. No one was hurt but the suspect was not located. The case is active and being investigated.



GLADSTONE POLICE DEPARTMENT PATROL UNIT MONTHLY REPORT TO CHIEF AND COUNCIL



PATROL UNIT MONTHLY REPORT

Prepared by: Sergeant Hill

May 2022

May 4- Wednesday

Officers contacted the occupants of a suspicious vehicle that was parked near the Holiday Inn Express hotel. Officers have been diligently checking suspicious people and vehicles throughout the community as we continue to see occurrences of thefts from vehicles and catalytic converter thefts. We are doing our best to educate our community members about removing valuables from vehicles, and asking that if they see or hear something that doesn't seem right, to call CCOM.

Officers responded to a report of a shoplifting incident from Hollywood Beverage (liquor store), located on W. Arlington St. The suspect had fled the area on foot with several hundred dollars of tequila. The suspect was unable to be identified or located.

An evening shift officer located a vehicle with multiple equipment violations driving in the area of 82nd Dr./ I-205. The vehicle was stopped and was determined to have a valid arrest warrant out of Hood River County. The driver was cited and released with a new court date.

May 5- Thursday

An officer received a report of criminal mischief to a vehicle on W. Clackamas Blvd., where an unknown suspect damaged one of the mirrors on a vehicle. Officers were assigned to conduct extra patrols in the area.

Officers were dispatched to a report of a domestic disturbance on Patricia Dr. Officers were able to contact the involved people and were able to de-escalate the situation. One of the involved people was transported to the hospital for diagnosis and treatment related to experiencing a behavioral health crisis.

May 6- Friday

Traffic and pedestrian safety has been identified as a priority for Gladstone. Officers have been spending a significant amount of time focusing on areas where the highest occurrence of complaints are generated as well as the locations where the most crashes occur. Officer made several traffic stops on this date; many resulting in educating the offending drivers/ issuing warnings.

May 7- Saturday

The Gladstone Police Department/ Kraxberger Gearheads Robotics Club annual drug take back/ paper shredding/ e-recycling/ book donation event took place at the Gladstone Civic Center.



GLADSTONE POLICE DEPARTMENT PATROL UNIT MONTHLY REPORT TO CHIEF AND COUNCIL



PATROL UNIT MONTHLY REPORT Continued.....

This event was very successful. Thank you to all of the volunteers, and to the community who continues to support these programs.

Night shift officers responded to a report of a domestic disturbance in the area of E. Arlington St./ Chicago Ave. One of the involved parties was deemed to be a danger to themselves due to extreme intoxication, and was transported by ambulance to a local hospital.

An employee of the Holiday Inn called in an unwanted subject who had been trespassed from the property but was refusing to leave. Officers responded to the location where they contacted the person who agreed to leave if provided a few minutes to gather their belongings. Our officers do an amazing job of communicating during some of the most difficult situations and de-escalating complex incidents; bringing many safe outcomes.

May 13- Friday

Gladstone Police Department, and all law enforcement agencies in Oregon work with the Oregon Department of Human Services- Child Welfare Division (DHS) to conduct child welfare/ abuse/ neglect investigations. Many times, these investigations are initiated by community partners that are mandatory reporters. Every child welfare case is cross reported to law enforcement from DHS and every law enforcement generated case is also cross reported to DHS. Gladstone Police Department receive multiple cross reports each week that are assigned to officers for investigation. The most serious cases are referred to our Investigations Division detectives for follow-up.

May 14- Saturday

Officers received a report of a 911 hang-up call near the McDonalds restaurant on E. Berkeley St. Officer responded to the location where two subjects were located that were arguing. During the on-scene investigation, it was determined that there was a valid restraining order on-file, prohibiting one of the subjects from being in contact with the other. The respondent in the restraining order was arrested and subsequently transported to the Clackamas County Jail, where they were booked and lodged.

May 18- Wednesday

An officer was dispatched to a report of theft from the liquor store. There have been many thefts reported lately from the retail establishments in Gladstone. With many of the suspects wearing face masks, it has been difficult for officers to identify and locate these thieves. If you witness a



GLADSTONE POLICE DEPARTMENT PATROL UNIT MONTHLY REPORT TO CHIEF AND COUNCIL



PATROL UNIT MONTHLY REPORT Continued.....

theft, please attempt to obtain a detailed description, and if possible, obtain a photo or video of the suspect(s).

May 21- Saturday

Officers received a report of a disturbance at an apartment complex on Risley Ave. Officers were able to locate the suspect in the harassment incident. The suspect was arrested and transported to the Clackamas County Jail where they were booked and lodged.



GLADSTONE POLICE DEPARTMENT PATROL UNIT MONTHLY REPORT TO CHIEF AND COUNCIL



PATROL UNIT MONTHLY REPORT

Prepared by: Sergeant Leake

May 2022

05-05-22

Officers responded to a crash involving a pedestrian and a vehicle at Oatfield Rd and 82nd Dr. The driver of the vehicle did not see the pedestrian in the crosswalk. The pedestrian had some minor injuries and was taken to hospital for observation. The driver was cited for a crosswalk violation.

CCSO was on a traffic stop on McLoughlin Blvd. in Gladstone. An unrelated subject pulled his car up to the traffic stop and approached deputies. He was very agitated and was talking about his car being broken into. Gladstone Officers responded as cover. The subject was very upset that the deputies did not understand his needs. Officers began talking with the male who had a hat that read "Please be patient. I am autistic." Officers managed to calm the subject down and organized a ride home for him, as he was in no emotional state to be driving. This was a good example of slowing things down and reaching out for other resources. Officers did a great job of building rapport and calming the subject down.

05-06-22

Officers responded to a possible burglary to a garage unit at Rivergreens Apts. The reporting party told officers his mother came home with two suitcases that were not hers. It was determined that the female entered a garage and took property. The suitcases were returned to the owners.

05-11-22

An officer took a car prowling report at a residence on Los Verdes Drive. The vehicle was rummaged through and approximately \$80 in cash and a Rigid cordless drill was stolen valued at \$120.

05-12-22

Officers saw a known wanted subject walking through the parking lot of High Rocks Pub who had a fail to appear on a Gladstone warrant. The male was taken into custody without incident and was lodged at the jail.

An officer was contacted by Gladstone Records that a male had been in the public restroom at the Civic Center for over an hour. Officers did a welfare check and found



GLADSTONE POLICE DEPARTMENT PATROL UNIT MONTHLY REPORT TO CHIEF AND COUNCIL



PATROL UNIT MONTHLY REPORT Continued.....

the subject drinking beer and singing songs in the bathroom. The subject had outstanding warrants was taken to jail.

Officers took a report of vandalism to the Daily User Fee machine at Meldrum Bar Park. An unknown suspect had broken into the credit card reader in a possible attempt to find money. The machine does not accept cash. The damage was estimated at \$2600.

05-13-22

Detective Fich was informed of some new information regarding a subject who had been indicted on several felony sex abuse charges against children in 2020, but had fled to Iowa before his indictment. Iowa authorities stated the suspect had been involved in similar crimes against children and they had evidence supporting crimes in other jurisdictions as well. There were warrants out for the suspect but they were not nationwide. Fich was able to have the warrants amended to nationwide extradition and the suspect was taken into custody in Iowa. He will be extradited to Oregon to face charges.

05-18-22

Officers took an incomplete 911 call at the RV Storage lot at 17726 82nd Drive. When officers arrived they noticed a possible suspect vehicle leaving at a high rate of speed. Officers found a dozen or so RV batteries and catalytic converters staged near a hole in the fence.

Later, an officer took a theft of a catalytic converter on the Seventh Day Adventist Campus. The suspect pulled into the bookstore parking lot and began cutting the catalytic converter off a vehicle. The owner of the vehicle approached the suspect asking what he was doing under the vehicle. The suspect fled the scene.

An officer took a theft of a catalytic converter from a residence on River Rd where a suspect vehicle, that closely matched the vehicle seen leaving the RV Storage lot, was seen rapidly leaving the parking lot after cutting a catalytic converter off of a Prius.



GLADSTONE POLICE DEPARTMENT RECORDS UNIT MONTHLY REPORT TO CHIEF AND COUNCIL



RECORDS UNIT MONTHLY REPORT

Reported by: Executive Assistant Kristi Walls

May 2022

The Annual Drug Take Back, Shred Event and Electronic Recycle Event on Saturday May 14th was a very successful. We want to thank the Kraxberger Robotics Club for their help.

The Kids Bicycle Rodeo on Saturday May 21st was a huge success. We fitted and gave away at least a dozen bike helmets. Kids were able to ride through the bicycle safety course to learn some good safety skills. We had two winners for the coloring contest. They were both so excited to receive their new bicycles!



Don't forget to watch our website and our Face Book page for our Monthly "Where is K9 Nanuk" photo contest. The first person to guess where K9 Nanuk is and contact me at kwalls@gladstoneoregon.us will win a prize. Cliff Richardson was the first to guess correctly last month.

We gave away 6 additional bicycle helmets this month. Stop by the police department to get your free bicycle helmet. Adults and children are welcome. We are here to help you Monday through Friday from 9:00am – 4:00pm.

You can view the 2020 annual report on our web page at [Monthly Reports | Gladstone, Oregon](#)



Where is K9 Nanuk?

June 2022



Join us every month to identify where is K9 Nanuk.

Each month we will post of a picture of K9 Nanuk somewhere in Gladstone. Be the first to identify where K9 Nanuk is and you will get something special from us. If you think you know where K9 Nanuk is, contact us at kwalls@gladstoneoregon.us. You must email your response to win.





GLADSTONE POLICE DEPARTMENT

SRO MONTHLY REPORT TO CHIEF AND COUNCIL



SCHOOL RESOURCE OFFICER MONTHLY REPORT

Prepared by: Officer Graves

May 2022

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

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

| | This Month | Year to Date |
|---|------------|--------------|
| Student Interventions | 0 | 5 |
| Assist Faculty with Problem | 3 | 27 |
| Meeting/Assist Family/Parents/Guardians | 1 | 10 |
| Welfare Check/Home Check | 0 | 5 |

Two juvenile from Kraxberger middle school ran away together. I was able to work with the school administration, parents and patrol to help locate the students the next day in a field near the school.

Reserves Officer Hale and I attended the Gladstone High School Prom. There were no incidents at the event and no reported after party events in the city.

With the school shooting in Texas, I provided additional visibility at John Wetten Elementary to help ease parents fears and concerns. I spoke with school administration about what Gladstone Police Department's response would look like if a similar event took place at the school.

Graduation preparation began at the end of the month for events at the high school and the middle school.



GLADSTONE POLICE DEPARTMENT TRAINING UNIT MONTHLY REPORT TO CHIEF AND COUNCIL



TRAINING UNIT MONTHLY REPORT

Prepared by: Sergeant Okerman

May 2022

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

| Officer | Training | Mandatory State/Federal | Hours |
|--------------|-------------------|----------------------------|------------|
| Olson | Sergeants Academy | No | 80 |
| Gilliam | Sergeants Academy | No | 80 |
| Schmerber | Use of Force | Yes | 8 |
| Okerman | Use of Force | Yes | 8 |
| Hill | Use of Force | Yes | 8 |
| Graves | Use of Force | Yes | 8 |
| Hutchinson | Use of Force | Yes | 8 |
| Herkamp | Use of Force | Yes | 8 |
| Olson | Use of Force | Yes | 8 |
| Day | Use of Force | Yes | 8 |
| Lau | Use of Force | Yes | 8 |
| Pavey | Use of Force | Yes | 8 |
| Hale | Use of Force | Yes | 8 |
| 15 members | Firearms | Yes | 45 |
| Total | | | 293 |

Officer Olson and Detective Gilliam attended the 2-week Metro Sergeants Academy where they studied various topics including leadership, advanced tactical response, and scene management. The academy culminates in a scenario day where the students get to put all their skills to the tests in lifelike scenarios with role players. This training is part of career development for senior officers.

Most officers completed an 8-hour online use of force class which focused on police shooting that were legally justified but avoidable. Many of the incidents have been discussed in briefings but this class opened discussions with a wider lens to overall interactions rather than focusing on tactical decisions.



GLADSTONE POLICE DEPARTMENT TRAINING UNIT MONTHLY REPORT TO CHIEF AND COUNCIL



TRAINING UNIT MONTHLY REPORT Continued.....

Officer Crotchett continues at DPSST in the basic police academy and Officer Pavey has now joined his own class there. Officer Crotchett will graduate in July and Officer Pavey will graduate in September.

We held quarterly range training that focused on handgun speed and accuracy. A few members were unable to attend and will have a make-up session in June. During one of the sessions it was raining so much we had to use the pop-up to give everyone a chance to stay dry.





City of Gladstone Monthly Planning Report May 2022

PUBLIC CONTACTS/PLANNING ACTIONS

| CUSTOMER CONTACT/ Planning Actions | Jan | Feb | Mar | April | May | June | July | Aug | Sept | Oct | Nov | Dec | YEAR TOTALS |
|--|-----|-----|-----|-------|-----|------|------|-----|------|-----|-----|-----|----------------|
| Customer Service Counter Contacts | 1 | 2 | 1 | 1 | 0 | | | | | | | | 5 |
| Customer phone/email Contacts | 47 | 67 | 52 | 68 | 64 | | | | | | | | 298 |
| Building Permits with Land Use Review | 4 | 4 | 6 | 11 | 1 | | | | | | | | 26 |
| Pre-application Conferences | 1 | 0 | 0 | 0 | 0 | | | | | | | | 1 |
| Administrative Decisions | 0 | 1 | 1 | 1 | 0 | | | | | | | | 2 |

PLANNING COMMISSION ACTIONS/DECISIONS

- Public Hearing for Z0024-22 - Design Review for Webster Ridge Parking Garages – Approved with conditions
- Gladstone Middle Housing Zoning Code Amendments Public Hearing – Recommended approval of amendments to City Council.

CITY COUNCIL LAND USE ACTIONS/DECISIONS

- None

PRE-APPLICATION CONFERENCES

- None

ADMINISTRATIVE PERMITS

BUILDING PERMITS WITH LAND USE REVIEW

| MAY | | | |
|----------|----------------|-------------------|-------------|
| Date | Address | Building Permit # | Description |
| 05/13/22 | 18135 PENNY CT | B0130422 | New home |
| | | | |

FUTURE ITEMS/PROPERTY UPDATES

| Date | Topic |
|---------|---|
| 6/21/22 | Downtown Overlay District and C-2 Zoning amendments |

GLADSTONE MUNICIPAL COURT FROM MAY 2022

General Court Information from May 2022

- 73 traffic citations filed
- 189 violations disposed
- 4 misdemeanors filed
- 9 misdemeanors disposed
- 80 charges were placed on a payment plan
- 36 warrants were issued
- 46 payment reminders were mailed to defendants
- 47 driver's licenses were requested suspended
- 20 driver's licenses were released
- 28 cases were sent to collections
- 0 Jury trial was held
- \$57,275.00 in violation fees assessed
- \$27,03.72 in violation fees paid
- \$7,602.00 in misdemeanor fees assessed
- \$1,841.15 in misdemeanor fees paid
- \$22,231.62 collected with The Western Agency
- \$2,494.38 collected with Department of Revenue

| | Traffic Issued 2020 | Traffic Issued 2021 | Traffic Issued 2022 | Traffic Viol Disp 2020 | Traffic Viol Disp 2021 | Traffic Viol Disp 2022 | Misd. Issued 2020 | Misd. Issued 2021 | Misd. Issued 2022 | Misd. Disp. 2020 | Misd. Disp. 2021 | Misd. Disp. 2022 | Parking 2020 | Parking 2021 | Parking 2022 |
|-------|---------------------|---------------------|---------------------|------------------------|------------------------|------------------------|-------------------|-------------------|-------------------|------------------|------------------|------------------|--------------|--------------|--------------|
| Jan | 66 | 96 | 78 | 63 | 197 | 97 | 14 | 6 | 2 | 10 | 14 | 3 | 4 | 3 | 0 |
| Feb | 74 | 49 | 86 | 52 | 117 | 115 | 8 | 5 | 13 | 3 | 8 | 8 | 1 | 2 | 0 |
| Mar | 41 | 157 | 62 | 40 | 87 | 122 | 3 | 6 | 3 | 0 | 10 | 8 | 6 | 3 | 1 |
| Apr | 15 | 107 | 118 | 2 | 137 | 93 | 6 | 6 | 13 | 0 | 6 | 2 | 1 | 8 | 3 |
| May | 96 | 92 | 76 | 6 | 173 | 189 | 9 | 5 | 4 | 0 | 6 | 9 | 1 | 9 | 40 |
| Jun | 56 | 177 | | 99 | 93 | | 12 | 5 | | 6 | 7 | | 1 | 49 | |
| Jul | 31 | 146 | | 79 | 254 | | 17 | 21 | | 12 | 4 | | 42 | 45 | |
| Aug | 45 | 101 | | 79 | 199 | | 4 | 7 | | 16 | 10 | | 15 | 19 | |
| Sep | 40 | 127 | | 75 | 144 | | 4 | 7 | | 7 | 7 | | 4 | 12 | |
| Oct | 87 | 55 | | 70 | 199 | | 18 | 2 | | 4 | 10 | | 4 | 4 | |
| Nov | 75 | 70 | | 42 | 87 | | 8 | 8 | | 5 | 3 | | 2 | 8 | |
| Dec | 138 | 55 | | 116 | 85 | | 4 | 0 | | 6 | 7 | | 3 | 1 | |
| Total | 764 | 1232 | 420 | 723 | 1772 | 616 | 107 | 78 | 35 | 69 | 92 | 30 | 84 | 163 | 44 |

GLADSTONE MUNICIPAL COURT FROM MAY 2022

TRAFFIC FINE & FEES ASSESSED AND PAID BY YEAR

| | Traffic Fees Assessed 2020 | Traffic Fees Assessed 2021 | Traffic Fees Assessed 2022 | Traffic Fees Paid 2020 | Traffic Fees Paid 2021 | Traffic Fees Paid 2022 |
|-------|-------------------------------|-------------------------------|-------------------------------|---------------------------|---------------------------|---------------------------|
| Jan | 15,262.31 | 51,046.00 | 35,192.50 | 12,033.23 | 16,230.42 | 18,573.88 |
| Feb | 12,164.00 | 31,940.00 | 30,750.00 | 13,100.56 | 32,689.75 | 25,724.67 |
| Mar | 10,352.00 | 22,844.00 | 33,126.10 | 13,679.23 | 16,401.78 | 36,100.00 |
| Apr | 140.00 | 39,964.84 | 28,805.00 | 31,774.84 | 40,979.85 | 26,349.01 |
| May | 1,215.00 | 50,745.00 | 57,275.00 | 14,868.25 | 22,791.29 | 27,039.72 |
| Jun | 26,875.00 | 28,460.00 | | 22,791.29 | 23,934.76 | |
| July | 22,818.60 | 22,818.60 | | 27,548.18 | 43,103.86 | |
| Aug | 15,771.00 | 53,950.00 | | 19,930.32 | 26,648.20 | |
| Sept | 18,286.00 | 44,225.00 | | 22,475.85 | 25,539.13 | |
| Oct | 16,418.00 | 47,026.00 | | 15,460.94 | 28,491.79 | |
| Nov | 11,270.00 | 26,505.00 | | 26,560.94 | 21,086.93 | |
| Dec | 27,703.00 | 30,290.00 | | 34,966.66 | 17,573.05 | |
| | | | | | | |
| Total | \$178,274.91 | \$449,814.44 | \$185,148.60 | \$255,190.29 | \$315,470.81 | 133,787.28 |

MISDEAMNOR FINE & FEES ASSESSED AND PAID BY YEAR

| | Misdemeanor Fees Assessed 2020 | Misdemeanor Fees Assessed 2021 | Misdemeanor Fees Assessed 2022 | Misdemeanor Fees Paid 2020 | Misdemeanor Fees Paid 2021 | Misdemeanor Fees Paid 2022 |
|-------|--------------------------------------|--------------------------------------|--------------------------------------|----------------------------------|----------------------------------|----------------------------------|
| Jan | 8,068.00 | 13,698.48 | 2,136.00 | 9,339.58 | 7,346.08 | 3,771.92 |
| Feb | 1,752.43 | 5,511.00 | 6,511.00 | 4,835.81 | 5,267.95 | 10,412.41 |
| Mar | 0.00 | 4,308.00 | 5,831.62 | 4,128.28 | 10,012.54 | 6,955.75 |
| Apr | 0.00 | 4,128.28 | 963.00 | 8,813.88 | 14,939.91 | 6,962.43 |
| May | 0.00 | 4,737.00 | 7,062.00 | 8,813.88 | 5,646.16 | 1,841.15 |
| Jun | 1,992.00 | 9,960.01 | | 12,771.61 | 5,179.63 | |
| July | 12,876.95 | 4,381.00 | | 5,587.53 | 6,741.67 | |
| Aug | 9,304.00 | 14,716.00 | | 5,567.12 | 10,463.60 | |
| Sept | 3,123.09 | 30,584.00 | | 8,472.56 | 6,507.01 | |
| Oct | 2,223.80 | 5,546.00 | | 6,807.68 | 9,914.75 | |
| Nov | 3,536.00 | 5,463.00 | | 4,474.00 | 5,557.93 | |
| Dec | 2,919.00 | 3,786.00 | | 8,249.10 | 1,834.12 | |
| | | | | | | |
| Total | \$45,795.27 | \$106,818.77 | \$22,503.62 | \$70,233.27 | \$89,411.35 | \$29,943.66 |

Monthly Report Date: MAY 2022

To: City Administrator, Jacque Betz

From: Community Services Manager, Tiffany Kirkpatrick, MA

Current Staffing: 1. Manager 2. Office/Program Assistant II. 3. Nutrition Assistant 4. On-call bus driver

The center continues to thrive and engage our senior population through our activities and lunch and food box program. In May we spent a lot of hours connecting with our Foundation member, Advisory Board to get the garden project moving in the direction of utilizing volunteers for some hands-on needs. The staff and few volunteers work together weekly to place plants, remove dirt, shop of needs, and recruit helpers. Participants are providing vital feedback on their interests

and their skills to the garden project as well. It has been a valuable learning and team building experience over all.

Services we provide:

- 1) The center captured **221 Info and Assistance calls** coming in about inquiries regarding program/service needs, transportation, follow-up etc.
- 2) The center handled **89 reassurance calls** out into the community to assist participants, gather resource info to assist, follow-up with other organizations/businesses that provide services. As well as **38 case management calls** to direct plan, support and assist our senior participants navigate the system.

Guest Attendance

Total number of participants/guests, 814 into the center in MAY

they see as they walk, bike or run by the center. This May we were very excited to travel together, after much discussion and planning, around learning about and seeing art murals around the city. About 20 participants and advisory Board members experienced the Art Murals on Monday, May 16th. The tour is part of our 'research' in discovering various styles, techniques, and artists, and ideas for a potential

We have moved on to creating a path with stepping stones within the garden and having the fence stained. A variety of native plants and perennials will be sourced and planted in June. It's taking shape quite well, for a very organic and grassroots spring/summer project at the center. I'm very proud of our team and Gladstone community members who have come into the center to sign up as a volunteer, just from watching the daily work



community center mural on the Gladstone Senior tours in the near future, to Estacada, Oregon downtown, and/or Silverton, Oregon downtown.



Food Program/Home Deliveries and Volunteers)

1. The center continues to have a highly active volunteer staff who have helped us serve food in and out of the center. A total of **203 in-dining meals were served in MAY** to our senior participants. We delivered **1172 Homebound Meals** to Gladstone community members for a total of 1375 meals.

2. Over the month, **265 food boxes** were sourced, prepped, and delivered to the community of Gladstone.

3. We reported 478.25 volunteer hours over the month, **3 new** volunteers, with **3 applications** currently pending for the center. We a total of **58 active** volunteers.

4. We received/collected 1630 lbs of food donations from Gleaners, Food Bank and other walk-in community members which sustained our Food Box Program in May.

pictured: Portland Mural trip (SE Portland; Buckman neighborhood stop)

Meetings, Community Outreach and Education and Events:

1. **Senior Advisory Board** (3rd Tuesday of EVERY MONTH at 3:30p. We will focus on a mission statement/values/ re (re-naming the community center); we will continue discussion around our process for including various stakeholders; We will have a (Hawaiian Luau Summer celebration in the new garden), using funds left over from our Winter fundraising efforts.
2. **GEMS** – Gladstone Emergency Management continues to review and do run-through scenarios of emergency situation examples, and how the ERC will act as a haven. We are working to secure a list of faith communities to keep in the loop, as well as on-call volunteers, how-to (communications protocol), all through members of the GEM team, senior center volunteer program and GPD; we have added Michelle Prusso, Nutrition Services to GEMS
3. **Foundation** sponsored a lively and delicious Mother's Day luncheon & have requested from Manager, staff and Advisory Council how to use 10k received from memorial participant of the center; We will present ideas at the next Foundation meeting in June.
4. **Garden Project:** We continue to work on the gardening details (hard scape, land scape, gathering volunteers, working with PW and others to map out the design concept). We anticipate finishing the garden by June 30th and having a save the date for a grand opening bbq of late July.

Connections made to collaborate on Education/Events at the center:

- a. CONNECT OREGON (Unite US)- Oluchi Onyima, MS to present on Health outcomes at Lunch and Learn
- b. Pastor Nate – creation of group volunteers for monthly role at the center
- c. Villages NW – presenting at center in June
- d. MSW Internship potential for 20hrs/wk to help with case management/intakes/follow-up calls/outreach
- e. Growing volunteer program by creating **volunteer handbook** specifically for the center- have a **DRAFT** copy



may at the center



City of Gladstone Staff Report

Report Date : June 3, 2022
Meeting Date : June 14, 2022
To : Jacque Betz, City Administrator
Mayor and City Council
From : Darren Caniparoli, Public Works Director

AGENDA ITEM

Approve a public improvement contract for 2022 Pavement Management Program Slurry Seal project between the City of Gladstone and Blackline Inc.

History/Background

The City has a responsibility to maintain our public infrastructure and to perform preventative maintenance work to prolong the quality of our streets. In a cooperative procurement action, the City of Hillsboro solicited for multi-city pavement management bids, Blackline Inc., was awarded the contract through this procurement process. The City of Gladstone is responsible to approve its own contract with Blackline Inc. as part of the procurement process.

Cost Impact:

The cost to complete the work is \$115,539.62, staff recommends adding 10% contingency (\$11,553.96) for a total amount not to exceed \$127,093.58. This project will be funded from the budgeted Operations, Maintenance, and Repairs in the Street fund.

Proposal:

Staff proposes the Council approve the award of the bid as stated in the contract. A copy of the contract and general conditions are attached. Attachment A, is the bid results, with relevant exhibits marked Exhibit A through D (List of streets and correlating maps included in project).

Options:

- Option 1:** Approve the award of the bid to Blackline, Inc. in an amount not to exceed \$127,093.58
- Option 2:** Do not approve the award of the bid to Blackline, Inc. and decide not to proceed with the slurry seal project.

Recommended Staff Action:

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

"I move to award the bid for the 2022 Slurry Seal project to Blackline, Inc., for the not to exceed cost of \$127,093.58

| | | | |
|---|--------|--|--------|
|  | 6/6/22 |  | 6-8-22 |
| Department Head Signature | Date | City Administrator Signature | Date |



Public Improvement Contract

Contract No. City of Gladstone 2022 Pavement Management Program Slurry Seal

Contractor Information

Business Name: Blackline, Inc.

Contractor Contact/ Project Manager: Cody Lorenzen, Blackline, Inc.

Address: 2425 NW St. Helens Rd. Portland, OR 97210

Phone Number: 503.228.4321 (business) 509.218.1221(Cell)

Email: Cody@blacklineinc.net

Federal Tax ID Number: 94-2270766 **Oregon CCB Number:** 66384 **Metro License #:** 8570

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

The parties agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor will complete all Work as specified or indicated in the Contract Documents or reasonably inferable as necessary to produce the results intended by the Contract Documents. The Work is generally described as follows: Perform all work associated with slurry seal process as described in original solicitation and as per Attachments and Exhibits attached.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Furnish all labor, equipment and material required to complete the preparation and placement of asphalt emulsion slurry seal, including striping and associated work within the City of Gladstone.

ARTICLE 3 – ENGINEER/PM

- 3.01 The Project has been designed by The City of Gladstone Public Works Department. The Owner may designate a Project Manager to act as the Owner's representative and assist Owner in managing the Project.

- a. **The City's Representative is:** Darren Caniparoli, Public Works Director
- b. **Contractors Representative is:**
- c. A party may change its designated representative upon 30 days written notice to the other party.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time is of the essence and all time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Unless Owner otherwise agrees in writing and in conformance with the General Conditions, Contractor will abide by the following Contract and "Work" Time Dates:

Contract and "Work" Time Dates:

| | |
|------------------------------------|-----------|
| Contract Start Date: | XXXXXXX |
| Anticipated Start Date: | XXXXXXXXX |
| Anticipated Final Completion Date: | XXXXXXXXX |

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner will pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to a Lump Sum that is not to exceed: **\$127,093.58** (includes a 10% contingency). All specific cash allowances are included in this price and have been computed in accordance with the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 Contractor shall submit and Owner will process Applications for Payment in accordance with the General Conditions.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in the General Conditions will bear interest at the rate specified in ORS 279C.570.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Solicitation Documents or other Owner-furnished documents, if any.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to its general condition.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that

may affect cost, progress, and performance of the Work.

- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), if any, that have been identified in the Contract Documents; and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the Site that may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures or construction to be employed by Contractor, including any specific means, methods, techniques, sequences and procedures of construction expressly required by the Contract Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of other work, if any, to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- I. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and their written resolution, if any, is acceptable to Contractor.
- J. The Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

- 9.01 The Contract Documents are specifically defined in the General Conditions. The “General Conditions for Small Public Improvement Contract are attached and incorporated into this Contract by reference. Without limiting the definition of the Contract Documents, for the purposes of this Contract, the Contract Documents include: (1) the Contractor’s Bid is that document dated March 9, 2022 titled “City of Hillsboro Invitation to Bid No. 202201-10002” and signed by Cody Lorenzen, President of Blackline, Inc.
- 9.02 The documents listed in the definition of Contract Documents are deemed attached to this Contract and are incorporated by reference.

Exhibit “A” Schedule “B”, Slurry Seals ITB: 202201-10002
Attachment A, B, C, D, Street list and correlating maps of slurry seal streets.

ARTICLE 10 - MISCELLANEOUS

- 10.01 Capitalized terms used in this Contract have the meanings stated in the General Conditions and the Supplementary Conditions, if any.
- 10.02 No assignment, delegation, novation or any other transfer by either party of any rights or obligations under or interests in the Contract will be binding on the other without the written consent of the party sought to be bound. Specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.
- 10.03 Each party binds itself, its directors, partners, successors, and assigns to the other party, its directors, partners, successors and assigns in respect to all covenants, agreements and obligations contained in the Contract.
- 10.04 Any provision or part of the Contract held to be void or unenforceable under any law or regulation will be deemed stricken. All remaining provisions will continue to be valid and binding upon Owner and Contractor, who agree that the Contract will be reformed to replace the stricken provision or part with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 10.05 This Contract is the final written expression of all of the terms of the Contract and is the complete and exclusive statement of those terms. Any and all representations, promises, warranties, or statements by Contractor or Contractor's agents that differ in any way from the terms of this written agreement shall be given no force and effect. This Contract will not be construed against its drafter.

SIGNED:

OWNER

City of Gladstone, Oregon

Signature
Jacque Betz

Title

Date

CONTRACTOR

Blackline, Inc.

Signature
Cody Lorenzen

Title

Date

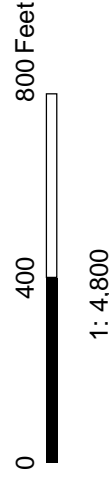
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Gladstone GIS Map



Notes

Overview Map

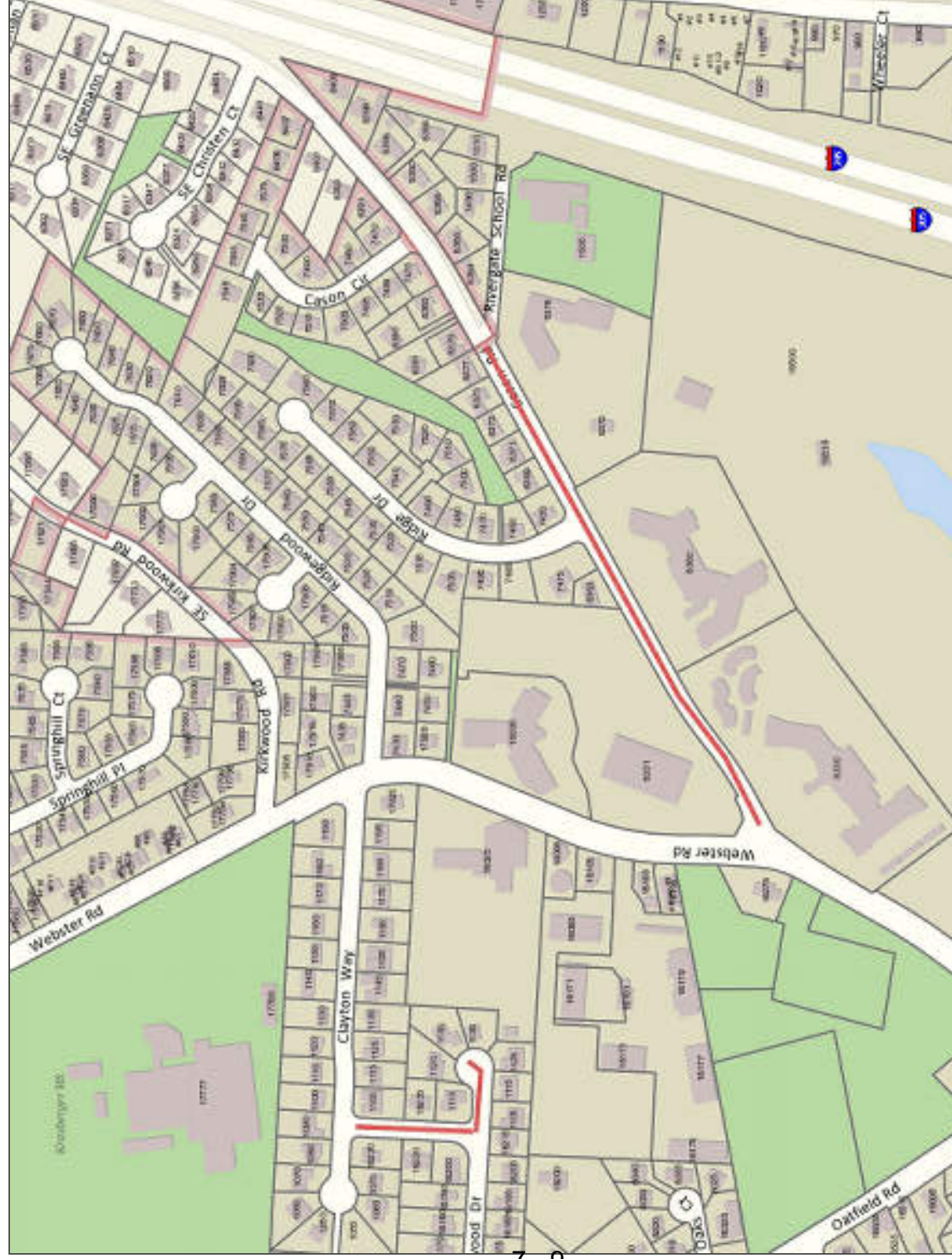


The City of Gladstone makes no representations, express or implied, as to the accuracy, completeness and timeliness of the information displayed. This map is not suitable for legal, engineering, surveying or navigation purposes. Notification of any errors is appreciated.

Map created 1/18/2022

Gladstone GIS Map

Exhibit B



Legend

Address Numbers

Street Names

Taxlots

City Limits

Basemap

Notes

Overview Map

0 400 800 Feet

1: 4,800

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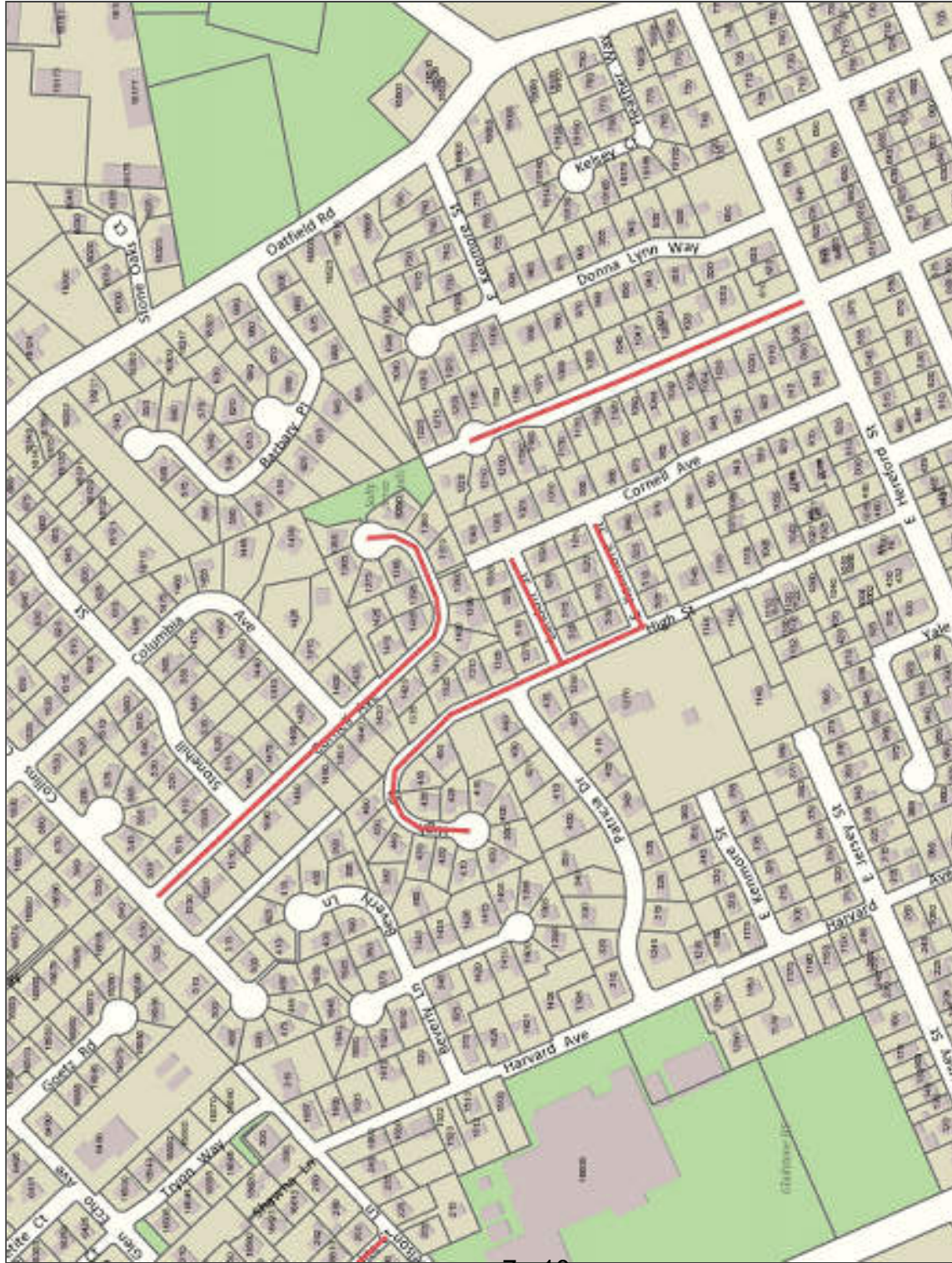
Map created 1/18/2022

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



Gladstone GIS Map

Exhibit C



- Legend
- Address Numbers
 - Street Names
 - Taxlots
 - City Limits
 - Basemap

Notes

Overview Map

0 400 800 Feet

1: 4,800

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Map created 1/18/2022



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

Street List for the 2022 Slurry Seal Project

| | |
|-----------------|---|
| Tudor Dr. | From Buckingham Dr. to Valley View Rd. |
| Tudor Ct. | From Crownview Dr. to Cul-de-sac |
| Crownview Dr. | From Monte Verde Dr. to Valley View Rd. |
| Crownview Ct. | From Crownview Dr. to Cul-de-sac |
| Monicello Dr. | From Ridgeway Dr. to Monte Verde Dr. |
| Monte Verde Dr. | From Monicello Dr. to Crownview Dr. |
| Valley View Rd. | From Crownview Dr. to 17466 Valley View Rd. |
| Partridge Cir. | From Oakridge Dr. to Oakridge Dr. |
| Braden Ct. | From Oakridge Dr. to Cul-de-sac |
| Cason Rd. | From Webster Rd. to Rivergate School Rd. |
| Stonewood Dr. | From Clayton Way to Stonewood Ct. |
| Stonewood Ct. | From Stonewood Dr. to Cul-de-sac |
| High Ct. | From Patricia Dr. to Cul-de-sac |
| High St | From E. Kenmore St. To Patricia Dr. |
| E. Kenmore St. | From High St. to Cornell Ave. |
| Landon St. | From High St. to Cornell Ave |
| Cornell Ave. | From Collins Crest to Cul-de-sac |
| Sunlite Ct. | From Nelson Ln. to Cul-de-sac |
| Columbia Ave. | From E. Hereford St. to Cul-de-sac |

**GENERAL CONDITIONS
FOR
SMALL PUBLIC IMPROVEMENT CONTRACT (NOT EXCEEDING \$150,000)**

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STANDARD GENERAL CONDITIONS FOR SMALL PUBLIC IMPROVEMENT CONTRACTS (NOT EXCEEDING \$150,000)
SECTION A

A.1 DEFINITIONS

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

ARCHITECT/ENGINEER, means the Person appointed by the Owner to make drawings and specifications and to provide contract administration of the Work contemplated by the Contract.

BID, means a competitive offer, which is binding on the offerer, in which price, delivery (or Project completion), and conformance to specification and the requirements of the Invitation to Bid will be the predominant award criteria. Depending on the solicitation procedure used, a "bid" may also be a "proposal." For the purposes of the Contract Documents, the terms "bid," "proposal" and "offer" are synonymous.

BIDDER, means the Person who submits a Bid in response to the Owner's Solicitation Document.

CLAIM, means a resubmitted change request which has been previously denied by the Owner's Authorized Representative.

CONTRACT, means the written agreement between the Owner and the Contractor describing the Work to be done and the obligations between the parties.

CONTRACT DOCUMENTS, means the Solicitation Document and addenda thereto, Instructions to Bidders or Proposers, General Conditions, Supplemental General Conditions, if any, accepted Bid, the Contract and amendments thereto, if any, performance bond, Plans, Specifications, approved shop drawings, and approved change orders.

CONTRACT PERIOD, as set forth in the Contract Documents, means the period beginning with the issuance of the Notice to Proceed and concluding upon Final Completion.

CONTRACT PRICE, means the total of the awarded bid amount, as increased or decreased by the price of approved alternates and change orders.

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

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

DIRECT COSTS, means, unless otherwise provided in the Contract Documents, the cost of materials, including sales tax, cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; bond premiums, rental cost of equipment, and machinery; and the additional costs of field personnel directly attributable to the Work.

DISADVANTAGED BUSINESS ENTERPRISE, as defined in ORS 200.005, means a small business concern which is

at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any corporation, at least 51 percent of the stock of which is owned by one or more socially disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

ECONOMICALLY DISADVANTAGED INDIVIDUAL, as defined in ORS 200.005, means an individual who is socially disadvantaged and whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to another in the same business area who is not socially disadvantaged.

EMERGING SMALL BUSINESS, means (a) a business with its principal place of business located in this state; (b) a business with average annual gross receipts over the last three years not exceeding \$1 million for construction firms and \$300,000 for non-construction firms; (c) a business which has fewer than 20 employees; (d) an independent business; (e) a business properly licensed and legally registered in this state, and (f) a business certified by the Office of Minority, Women and Emerging Small Business.

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

FORCE MAJEURE, means an act, event, happening, or occurrence of the kind described in section F. 7. 1.

MINORITY OR WOMEN BUSINESS ENTERPRISE, as defined in ORS 200.005, means a small business concern which is at least 51 percent owned by one or more minorities or women, or in the case of a corporation, at least 51 percent of the stock of which is owned by one or more minorities or women, and whose management and daily business operations are controlled by one or more such individuals.

MINORITY INDIVIDUAL, as defined in ORS 200.005, means a person who is a citizen or lawful permanent resident of the United States who is:

- (a) Black who is a person having origins in any of the black racial groups of Africa;
- (b) Hispanic who is a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- (c) Asian American who is a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands;
- (d) Portuguese who is a person of Portuguese, Brazilian or other Portuguese culture or origin, regardless of race;
- (e) American Indian or Alaskan Native who is a person having origins in any of the original peoples of North America; or
- (f) Member of another group, or another individual who is socially and economically disadvantaged as determined by the Advocate for Minority, Women and Emerging Small Businesses.

NOTICE TO PROCEED, means the official written notice from the Owner indicating that all initial Contract

requirements, including the Contract, performance bond, and certificates of insurance, have been fully executed and submitted in a suitable form and that the Contractor may proceed with the Work defined in the Contract Documents.

OVERHEAD, means those items which may be included in the Contractor's markup (general and administrative expense, overhead and profit) and shall not be charged as direct cost of the Work: personnel above the level of foreman (i.e., superintendents and Project managers); equipment owned or leased by the Contractor (i.e., job trailers, small tools); expenses of the Contractor's offices including personnel; and overhead and general administrative expenses.

OWNER, means City of Gladstone, Oregon.

OWNER'S AUTHORIZED REPRESENTATIVE, means those individuals identified in writing by the Owner to act on behalf of the Owner for this Project. Depending on the specific contract, may also be referred to as "Project Manager."

PERSON, means an individual doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity possessing the legal capacity to contract.

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

PROJECT, means the specific work to be performed as described in the Contract Documents.

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

SITE is the general area of ground upon which the Contractor will perform the Work.

SMALL BUSINESS CONCERN, as defined in ORS 200.005, means a small business as defined by the United States Small Business Administration per 13 CFR, part 121, as amended.

SOCIALLY DISADVANTAGED INDIVIDUAL, as defined in ORS 200.005, means an individual who has been subjected to racial or ethnic prejudice or cultural bias, without regard to individual qualities, because of the individual's identity as a member of a group.

SOLICITATION DOCUMENT means an Invitation to Bid or similar type document from the Owner soliciting work on the public improvement.

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

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

SUBSTANTIAL COMPLETION, means the date when the Owner accepts in writing the construction, alteration or repair of the improvement to real property or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. (Refer also to Section K.4.)

SUBSTITUTIONS, means items that are the same or better in function, performance, reliability, quality, and general configuration as that product(s) specified. Approval of any substitute item shall be solely determined by the Owner's Authorized Representative. The decision of the Owner's Authorized Representative is final.

SUPPLEMENTAL GENERAL CONDITIONS, means those conditions that remove from, add to, or modify these General Conditions. Supplemental General Conditions may be included in the Solicitation Document or may be a separate attachment to the Contract. To the extent the terms of the Supplemental General Conditions and these General Conditions conflict, the terms of Supplemental General Conditions will prevail.

WOMAN as defined in ORS 200.005, means a person of the female sex who is a citizen or lawful permanent resident of the United States.

WORK means the furnishing of all materials, equipment, labor, transportation, services and incidentals necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents.

A.2 SCOPE OF WORK

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

A.3 CONTRACT DOCUMENTS

The Contract Documents consist of the Solicitation Document (including any bid addenda) Instructions to Bidders, General Conditions, Supplemental Conditions (if any) the accepted Bid, the Contract and any amendment(s) thereto (if any), Performance Bond, Plans, Specifications, approved shop drawings, approved equals and approved change orders.

A.4 INTERPRETATION OF DOCUMENTS

A4.1 The Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. The Contract, and amendments to same, with those of later date having precedence over those of an earlier date;
2. The Supplemental Conditions;
3. The General Conditions of the Contract;
4. Specifications and Plans and notes on Plans.

A4.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner or Owner's Authorized Representative's interpretation in writing.

A4.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner or Owner's Authorized Representative. Contractor shall not proceed without direction in writing from the Owner or Owner's Authorized Representative.

A4.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or

regulations in effect in the jurisdiction where the Project is occurring on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

A.5 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

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

A.6 INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under this Contract are those of an independent contractor. Contractor is not an officer, employee or agent of the Owner as those terms are used in ORS 30.265.

A.7 RETIREMENT SYSTEM STATUS

Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under this Contract. Contractor will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

A.8 GOVERNMENT EMPLOYMENT STATUS

A.8.1 If this payment is to be charged against federal funds, Contractor certifies that it is not currently employed by the Federal Government. This does not preclude the Contractor from holding another contract with the Federal Government.

SECTION B

GENERAL CONDITIONS
FOR SMALL PUBLIC IMPROVEMENT CONTRACT (NOT EXCEEDING \$150,000)

CONTRACT ADMINISTRATION

B.1 CONTRACTOR'S MITIGATION OF IMPACTS

- B.1.1 The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the Project including those caused by authorized changes, which may affect cost, schedule or quality.
- B.1.2 The Contractor is responsible for the actions of all its personnel, laborers, suppliers and Subcontractors on the Project.

B.2 MATERIALS AND WORKMANSHIP

- B.2.1 The intent of the Contract Documents is to provide for the construction and completion in every detail of the Work described. All Work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry and in accordance with industry standards.
- B.2.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's expense.
- B.2.3 Work done and materials furnished shall be subject to inspection and/or observation and testing by the Owner's Authorized Representative to determine if they conform to the Contract Documents. Inspection of the Work by the Owner's Authorized Representative does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.
- B.2.4 Contractor shall furnish adequate facilities, as required, for the Owner's Authorized Representative to have safe access to the Work including without limitation walkways, railings, ladders, tunnels and platforms. Producers, suppliers and fabricators shall also provide proper facilities and access to their facilities.
- B.2.5 The Contractor shall furnish samples of materials for testing by the Owner's Authorized Representative and include the cost of the samples in the Contract Price.

B.3 PERMITS

Contractor shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Supplemental General Conditions, for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental, etc., as required for the Project. Contractor shall be responsible for all violations of the law in connection with the construction or caused by obstructing streets, sidewalks or otherwise. Contractor shall give all requisite notices to public authorities. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save harmless and blameless from

B.6 INSPECTION

GENERAL CONDITIONS
FOR SMALL PUBLIC IMPROVEMENT CONTRACT (NOT EXCEEDING \$150,000)

loss, on account thereof, Owner, its Councilors, agents and employees.

B.4 COMPLIANCE WITH GOVERNMENT REGULATIONS

- B.4.1 Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Damages or costs resulting from noncompliance shall be the responsibility of Contractor.
- B.4.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and
- a) Contractor shall not discriminate against Minority, Women or Emerging Small Business enterprises in the awarding of subcontracts (ORS 279.111).
- b) Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.
- c) Failure to comply with any or all of the requirements of B.4.1 through B.4.3 shall be a breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.
- B.4.3 Unless contrary to federal law, Contractor shall certify that it shall not accept a bid or proposal from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids or proposals to the Contractor.
- B.4.4 Unless contrary to federal law, Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.

- B.4.5 Utility Notification Requirement for Excavation Work. **ATTENTION:** Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090.

B.5 SUPERINTENDENCE

Contractor shall keep on the site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the Owner and who shall represent the Contractor on the site. Directions given to the superintendent by the Owner's Authorized Representative shall be confirmed in writing to the Contractor.

- B.6.1 Owner's Authorized Representative shall have access to the Work at all times.
- B.6.2 Inspection of the Work will be made by the Owner's Authorized Representative at its discretion. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Owner's Authorized Representative, shall be removed and replaced at the Contractor's expense.
- B.6.3 As required by the Contract Documents, Work done or material used without inspection or testing by the Owner's Authorized Representative may be ordered removed at the Contractor's expense.
- B.6.4 If directed to do so any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without sufficient notice to the Owner's Authorized Representative, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the Owner's Authorized Representative, the uncovering and restoration will be paid for as a change order.
- B.6.5 When the United States government participates in the cost of the Work or the Owner has an agreement with other public or private organizations or if any portion of the Work is being performed for a third party or in close proximity to third party facilities, representatives of these organizations have the right to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the Owner's Authorized Representative.

B.7 SEVERABILITY

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

B.8 ACCESS TO RECORDS

- B.8.1 Contractor shall keep at all times on the Work site, a copy of the complete Contract Documents and current "as built" and shall at all times give the Owner's Authorized Representative access thereto.
- B.8.2 The Owner and its duly authorized representatives shall have access, for a period not less than three (3) years to books, documents, papers and records of Contractor which are pertinent to the Contract including records pertaining to overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Contract is involved in litigation, Contractor shall retain all pertinent records until all litigation is resolved. The Owner and/or its agents will continue to be provided full access to the records during litigation.

B.9 WAIVER

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

B.10 ASSIGNMENT/ SUBCONTRACT

Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under this Contract, in whole or in part, without the prior written approval of the Owner. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

B.11 SUCCESSORS IN INTEREST

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

B.12 OWNER'S RIGHT TO DO WORK

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

B.13 OTHER CONTRACTS

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

B.14 GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

B.15 ALLOWANCES

- B.15.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.

- B.15.2 Unless otherwise provided in the Contract Documents:
- (a) when finally reconciled, allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
 - (b) Contractor's costs for unloading and handling at the site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
 - (c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (i) the difference between actual costs and the allowances under Section B.15.2(a) and (2) changes in Contractor's costs under Section B.15.2(b).
 - (d) Unless Owner requests otherwise, Contractor shall provide to Owner a proposed fixed price for any allowance work prior to its performance.

B.16 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- B.16.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Owner's Authorized Representative if approval authority has not been delegated to the Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals. Owner reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples which are described below:
- (a) Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any sub-subcontractor), manufacturer, supplier or distributor to illustrate some portion of the Work.
 - (b) Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
 - (c) Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- B.16.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Architect/Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures, all

of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.

- B.16.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect/Engineer without action.

- B.16.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

- B.16.5 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.

- B.16.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (i) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) a Change Order has been executed by Owner authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.

- B.16.7 In the event that Owner elects not to have the obligations and duties described under this Section B.16 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by Owner on the project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the Owner's Authorized Representative.

B.17 SUBSTITUTIONS

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

B.18 USE OF PLANS AND SPECIFICATIONS

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

B.19 FUNDS AVAILABLE AND AUTHORIZED

Owner reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within the Owner's appropriation or limitation. Contractor understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Owner's payment of amounts under this Contract attributable to Services performed after the last day of the current budget year is contingent on Owner receiving from the Gladstone City Council appropriations, limitations or other expenditure authority sufficient to allow Owner to continue to make payments under this Contract.

B.20 NO THIRD PARTY BENEFICIARIES

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

SECTION C
WAGES AND LABOR

C.1 WAGE RATES ON PUBLIC WORKS

The Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. The current prevailing wage rates may be found here: <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

If both state and federal prevailing wage rates apply to the Work, Contractor must pay all laborers, including those working on behalf of subcontractors, the higher of the applicable state or federal wage rate.

If Contractor is required to pay prevailing wages, Contractor will ensure that its subcontractors also agree to do so in writing. If both state and federal wages apply to the Work, Contractor will ensure that its subcontractors agree in writing to pay the higher of the applicable state or federal wage rate.

C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS

C.2.1 In accordance with ORS 279C.840, the Contractor and every Subcontractor shall submit written certified statements with the Owner's Authorized Representative, on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the Project and further certifying that no worker employed on the Project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the Contractor or Subcontractor's knowledge. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Certified statements shall be submitted as follows:

(a) For any Project 90 days or less from the date of award of the Contract to the date of completion of Work under the Contract, the statements shall be submitted once before the first payment and once before final payment is made.

(b) For any Project exceeding 90 days from the date of award of the Contract to the date of completion of Work under the Contract, the statements shall be submitted once before the first payment is made, at 90-day intervals thereafter, and once before final payment is made.

The Contractor and Subcontractors shall preserve the certified statements for a period of three years from the date of completion of the Contract.

C.2.2 Pursuant to ORS 279C.825 and in accordance with administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, Contractor must pay a fee to Owner (Owner must submit fee to the Bureau of Labor and Industries) equaling 1/10 of 1 % of the Contract price, however, the fee shall not be less than \$250 nor more than \$7500, regardless of the Contract price. Owner may withhold the amount of this fee from any amounts due Contractor.

C.2.3 Unless otherwise exempt under ORS 279C.836(7) or (8), Contractor and each subcontractor shall prior to commencing work on the project, file with the Construction Contractors Board a Public Works bond consistent with the requirements imposed by and set out in ORS 279C.836 in an amount of not less than \$30,000.00.

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

C.3.1 Pursuant to ORS 279B.220 and as a condition to Owner's performance hereunder, the Contractor shall:

C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract.

C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund and the State Unemployment Compensation Trust Fund from such Contractor or Subcontractor incurred in the performance of the Contract.

C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished.

C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

C.3.2 Pursuant to ORS 279C.505 demonstrate that an employee drug testing program is in place.

The Contractor shall demonstrate that it has a drug-testing program in place by executing a certification on a form provided by the Owner, which shall become a term or condition of the Contract. Failure to maintain such a program shall constitute a material breach of contract

C.3.3 Pursuant to ORS 279C.515, and as a condition to Owner's performance hereunder:

C.3.3.1 If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with the Project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract. Payment of claims in this manner shall

not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

- C.3.3.2 If the Contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three (3) times the discount rate on a 90-day commercial paper in effect at the federal Reserve bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) days after the date when payment was received from the Owner or from the contractor but the rate of interest may not exceed thirty (30) percent. The amount of interest may not be waived.
- C.3.3.3 If the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Every contract related to this public contract shall contain a similar clause.
- C.3.4 Pursuant to ORS 279C.580, Contractor shall include in each Subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:
- (a) A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the public contracting agency under such contract; and
 - (b) An interest penalty clause that obligates the Contractor if payment is not made within 30 days after receipt of payment from the public contracting agency, to pay to the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to ORS 279C.580(3)(a). A Contractor or first-tier Subcontractor may not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from the public contracting agency or Contractor when payment was due.
 - (c) The interest penalty shall be for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and computed at the rate specified in ORS 279C.515(2).
 - (d) A clause which requires each of Contractor's Subcontractor's to include, in each of their contracts with lower-tier Subcontractors or suppliers, provisions to the effect that the first-tier

Subcontractor shall pay its lower-tier Subcontractors and suppliers in accordance with the provisions of subsections (a) (b) and (c), above and requiring each of their Subcontractors and suppliers to include such clauses in their subcontracts and supply contracts.

- C.3.5 All employers working under this Contract are subject employers which must comply with ORS 656.017 relating to providing Workers' Compensation coverage.

- C.3.6 Contractor warrants that it is not delinquent in the filing or payment of any Oregon income taxes, Oregon personal property taxes, Oregon municipal taxes, or Oregon real property taxes and that it has otherwise complied with all Oregon tax laws and all tax laws of those Oregon municipalities to which Contractor is subject

C.4 PAYMENT FOR MEDICAL CARE

Pursuant to ORS 279C.530, and as a condition to Owner's performance hereunder, Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor all sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

C.5 HOURS OF LABOR

As a condition to Owner's performance hereunder, Contractor shall comply with ORS 279C.520, as amended from time to time and incorporated herein by this reference:

Pursuant to ORS 279C.520 and as a condition to Owner's performance hereunder, no person shall be employed to perform Work under this Contract for more than 10 hours in any one day or forty hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

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

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

SECTION D

CHANGES IN THE WORK

D.1 CHANGES IN WORK

| | |
|--------------------------|-----|
| \$0.00 - \$2,000.00..... | 10% |
| Over \$2,000.00..... | 5% |

D.1.1 The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of the Owner's Authorized Representative.

These payments made to the Contractor will be complete compensation for Overhead, profit, and all other costs incurred by the Contractor or other forces furnished by the Contractor, including Subcontractors. These payments apply to all change order Work. No other reimbursement, compensation or payment will be made.

D.1.2 Changes in Plans, quantities, or details of construction are inherent to the nature of construction and may be necessary or desirable during the course of construction. The Owner's Authorized Representative may at any time, without notice to the sureties, either increase or decrease the amount of Work to be performed under the Contract. Without impairing the Contract, the Owner reserves the right to require changes determined necessary or desirable to complete the proposed construction within the general scope of the Contract. These changes may include, but are not limited to:

D.1.5 If any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the Work under this Contract, the Contractor must submit a written statement setting forth the nature and specific extent of the claim, including all time and cost impacts against the Contract as soon as possible, but no later than 30 days after receipt of any written notice of modification of the Contract. (Refer also to Section H. 1.4 for notification.)

- (a) Specifications and design.
- (b) Increases or decreases in quantities.
- (c) Additional Work.
- (d) Elimination of any Contract item.
- (e) Duration of Project.
- (f) Acceleration or delay in performance of Work.

D.1.6 No claim by the Contractor for additional costs shall be allowed if made after receipt of final payment application under this Contract.

D.1.3 The Owner and Contractor agree that changes shall be administered and negotiated according to the following:

Any Contract amendment (including change orders, extra Work, field orders, or other changes in the Contract Documents) which modifies the original Contract, may be made with the Contractor without competitive bidding subject to the following:

The original Contract was let by competitive procurement; unit price or solicitation alternates were provided that established the cost for additional Work; and, a binding obligation exists on the parties covering the terms and conditions of the additional Work.

D.1.7 All change order Work shall be executed under the conditions of the Contract Documents except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

D.1.8 Deductive changes are those which reduce the scope of the Work. All deductive changes will be negotiated using the percentages for labor, equipment, material and Subcontractor's mark-ups in D. 1.4.

D. 1.4 In the event there are any changes or extra Work of a class not covered by the prices included in the Contract Documents, the basis of payments shall be agreed upon in writing between the Parties to the Contract before the Work is done. If basis for payment cannot be agreed upon prior to the beginning of the Work, and if so directed by the Owner's Authorized Representative, then Work shall be performed on the basis of furnishing direct labor, equipment, and material costs on all Work performed. In either case, in addition to Direct Costs, up to the following amounts may be added to the Contractor's or Subcontractor's Direct Costs to cover overhead expenses for Work performed with their own forces:

| | |
|----------------|-----|
| Labor..... | 10% |
| Equipment..... | 10% |
| Materials..... | 10% |

D.1.9 It is understood that changes in the Work are inherent to construction of this type. The number of changes, the scope of those changes, and the impact they have on the progress of the original Work cannot be defined at this time. The Contractor is notified that numerous changes are anticipated and that there will be no compensation made to the Contractor directly related to the number of changes. Each change will be evaluated for extension of Contract time and increase or decrease in compensation based on its own merit.

When Work is performed by an authorized Subcontractor, the Contractor will be allowed a supplemental mark-up on each piece of subcontract Work covered by the change order up to the following:

D.2 DELAYS

D.2.1 If the Contractor is delayed by any actions of the Owner, Owner's Authorized Representative, or any other employee or agent of the Owner, or by separate contractor employed by the Owner, or by Force Majeure, the Contractor shall submit a written notification of the delay to the Owner's Authorized Representative within two working days of the delay. This notice shall state the cause of the potential delay, the Project components impacted by the delay, and the anticipated time extension necessary to compensate for the delay. Within seven days after the cause of the delay has been mitigated, or in no case more than 30 days after the initial notice, the Contractor shall submit to the Owner's Authorized Representative, a complete and detailed request for additional time resulting from the delay. The request

shall be reviewed as described in Section D.3 Claims Review Process.

D.2.2 Avoidable delays include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors, including, but not limited to, the following:

- (a) Delays which may in themselves be unavoidable but which affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract time.
- (b) Delays which do not impact activities on the accepted critical path schedule.
- (c) Time associated with the reasonable interference of other contractors employed by the Owner which do not necessarily prevent the completion of the whole Work within the Contract time.

D.2.3 Unavoidable delays include those which result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors. Delays caused by Force Majeure, war, public enemy, freight embargoes, and strikes which occur despite the Contractor's reasonable efforts to avoid them, shall be considered as unavoidable.

D.2.4 The Owner may grant a time extension for avoidable or unavoidable delay if the Owner deems it is in its best interest. Except as otherwise provided in ORS 279C.315, time extensions for avoidable or unavoidable delays shall not be compensable. Only delays within the reasonable control of the Owner may be compensable.

D.2.5 Claims by the Contractor based on adverse weather conditions must be substantiated by documentation that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the Project. A rain, windstorm, high water, or other natural phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous ten (10) years historical records of the general locality of the Work, shall not be construed as abnormal. It is hereby agreed that rainfall greater than the following cannot be reasonably anticipated:

- (a) Daily rainfall equal to, or greater than, 0.50 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25 %) or more.
- (b) Daily rainfall equal to, or greater than, 0.75 inch at any time.
- (c) The Office of the Environmental Data Service of the National Oceanic and Atmospheric Administration (NOAA) of the U.S. Department of Commerce nearest the Project site shall be considered the official agency of record for weather information.

D.2.6 If the Contractor discovers site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents, the Contractor shall notify the Owner's Authorized Representative immediately and before the area has been disturbed. The Owner's Authorized

Representative will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If it is determined that a differing site condition exists, any compensation or credit will be determined based on Section D. 1, Changes. If the Contractor does not concur with the decision of the Owner's Authorized Representative and/or believes that it is entitled to additional compensation, the Contractor may proceed to file a claim.

D.3 CLAIMS REVIEW PROCESS AND DISPUTE RESOLUTION

D.3.1 All Contractor claims shall be referred to the Owner's Authorized Representative for review. All claims shall be made in writing to the Owner's Authorized Representative not more than ten (10) days from the date of the occurrence of the event which gives rise to the claim or not more than ten (10) days from the date that the Contractor knew or should have known of the problem. Unless the claim is made in accordance with these time requirements, it shall be waived.

D.3.2 All claims shall be submitted in writing and shall include a detailed, factual statement of the basis of the claim, pertinent dates, Contract provisions which support or allow the claim, reference to or copies of any documents which support the claim, the exact dollar value of the claim, and specific time extension requested for the claim. If the claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner's Authorized Representative. The Owner's Authorized Representative and the Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract.

D.3.3 The Owner's Authorized Representative will review all claims and take one or more of the following preliminary actions within ten days of receipt of a claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the claim in whole or in part and identify the reasons for rejection; (4) recommend approval of all or part of the claim; or (5) propose an alternate resolution.

D.3.4 The Owner's Authorized Representative's decision shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen days of receipt of the decision. The Contractor must present written documentation supporting the claim within fifteen days of the notice of appeal. After receiving the appeal documentation, the Owner shall review the materials and render a decision within 30 days after receiving the appeal documents.

D.3.5 The decision of the Owner shall be final and binding unless the Contractor requests mediation within fifteen days of receipt of the Owner's decision. Both the Owner and the Contractor are obligated to participate in the mediation process prior to either or both proceeding to litigation. The mediation process is non-binding.

D.3.6 If the parties cannot mutually resolve any claims or disputed claims, it is agreed that the parties shall

submit to mediation prior to the commencement of litigation. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement, either party may apply to the Presiding Judge for Washington County Circuit Court for appointment of a mediator. Each party shall share equally in the fees and costs of the mediator. Each party shall be responsible for its own attorneys fees and other expert fees. Mediation shall be at Portland, Oregon unless the parties agree otherwise. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both Owner and Contractor and failure to comply with this requirement is a material breach of the Contract. The schedule and time allowed for mediation will be mutually acceptable.

If the dispute is not resolved by mediation, either party may file a lawsuit to resolve the dispute in a court with proper jurisdiction located in Clackamas County, Oregon. Any trial shall be to the court without a jury. Each party shall be responsible for its own costs and attorneys and expert fees.

D.3.7 Regardless of the review period or the final decision of the Owner's Authorized Representative, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease Work without a written stop work order from the Owner or Owner's Authorized Representative.

SECTION E **PAYMENTS**

E.1 SCHEDULE OF VALUES

The Contractor shall submit, at least ten days prior to submission of its first application for progress payment, a schedule of values ("Schedule of Values") for the contracted Work. This schedule will provide a breakdown of values for the contracted Work and will be the basis for progress payments. The breakdown will demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Owner's Authorized Representative, this schedule shall be used as the basis for reviewing Contractor's applications for payment.

E.2 APPLICATIONS FOR PAYMENT

E.2.1 Owner shall make progress payments on the Contract monthly as Work progresses. Payments shall be based upon estimates of Work completed and the Schedule of Values. All payments shall be approved by the Owner's Authorized Representative. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Owner shall pay to Contractor interest on the progress payment, not including retainage, due the Contractor. Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, Owner shall so notify the Contractor within 15 days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven days of being notified by the Owner, shall not cause a payment to be made later than specified in this section unless interest is also paid. Payment of interest will be postponed when payment on the principal is delayed because of disagreement between the Owner and the Contractor.

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

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

Signed: _____

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

- (a) The request for stored material shall be submitted at least 30 days in advance of the Application for Payment on which it appears. Requests for payment shall be entertained for major equipment, components or expenditures only.
- (b) The Contractor shall submit invoices showing the quantity and cost of the material stored.
- (c) The material shall be stored in a bonded warehouse and Owner's Authorized Representative shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
- (d) The Contractor shall name the Owner as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Owner.
- (e) Payments shall be made for material only. The submitted invoice amount shall be reduced by the cost of transportation and for the cost of an inspector to check the delivery at out of town storage sites. The cost of said inspection shall be born solely by the Contractor.
- (f) Within 60 days of the request for payment, the Contractor shall submit evidence of payment covering the material stored.
- (g) Payment for stored materials shall in no way indicate acceptance of the materials or waive any rights under this Contract for the rejection of the Work or materials not in conformance with the Contract Documents.
- (h) All required documentation must be submitted with the respective Application for Payment.

E.2.4 The Owner reserves the right to withhold payment for Work which has been demonstrated or identified as failing to conform with the Contract Documents.

E.3 PAYROLL CERTIFICATION REQUIREMENT

E.3.1 Payroll certification is required before payments are made on the Contract. Refer to Section C.2 for this information.

E.4 RETAINAGE

E.4.1 Retainage shall be withheld and released in accordance with ORS 279C.550 to 279C.570:

E.4.1.1 Owner may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. As Work progresses, Owner may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed if, in the Owner's opinion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be

allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is 97-1/2 percent completed the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.

E.4.1.2 In accordance with the provisions of ORS 279C.560 and related Oregon administrative rules, Contractor may request in writing:

- (a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds and securities of equal value with Owner or in an escrow account, satisfactory to Owner, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Owner;
- (b) that retainage be deposited in an interest bearing account, in a bank, savings bank, trust company or savings association for the benefit of Owner, with earnings from such account accruing to the Contractor; or
- (c) that the Owner allow Contractor to deposit a surety bond for the benefit of Owner, in a form acceptable to Owner, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims and liens in the manner and priority as set forth for retainage under ORS 279C.550 to ORS 279C.570.

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

E. 4.1.3 The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of one and one-half percent per month on the final payment due Contractor, interest to commence 30 days after the Work under the Contract has been completed and accepted and to run until the date when final payment is tendered to Contractor. The Contractor shall notify Owner in writing when the Contractor considers the Work complete and Owner shall, within 15 days after receiving the written notice, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run 30 days after the end of the 15-day period.

E.4.1.4 In accordance with the provisions of ORS 279C.560, Owner shall reduce the amount of the retainage if the Contractor notifies the controller of the Owner that the Contractor has deposited in a bank or trust company, in a manner authorized by the Owner's Authorized Representative, bonds and

securities of equal value of a kind approved by the Owner's Authorized Representative.

E.5 FINAL PAYMENT

Upon completion of all the Work under this Contract, the Contractor shall notify the Owner's Authorized Representative, in writing, that Contractor has completed Contractor's part of the Contract and shall request final payment. Upon receipt of such notice the Owner's Authorized Representative will inspect the work, and if acceptable, submit to the Owner a recommendation as to acceptance of the completed Work and as to the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within 15 days of Contractor's request for final payment. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Section K. 3 RELEASE OF LIENS AND CLAIMS, and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due Contractor under the provisions of these Contract Documents.

SECTION F

JOB SITE CONDITIONS

F.1 USE OF PREMISES

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, law, ordinances, permits or directions of the Owner's Authorized Representative. Contractor shall follow the Owner's Authorized Representative's instructions regarding use of premises, if any.

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

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

F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the job site, and shall comply with the Contract Documents and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner's Authorized Representative. The Owner's Authorized Representative has no responsibility for Work site safety. Work site safety is the responsibility of the Contractor.

F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall report, immediately in writing, to the Owner's Authorized Representative, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.

F.2.4 Contractor is responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, and materials on the site.

F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials will be conducted so no release will occur that may pollute or become hazardous.

F.2.6 In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner's Authorized Representative, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner's Authorized Representative. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with section D.

F.3 CUTTING AND PATCHING

F.3.1 Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.

F.3.2 Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

F.4 CLEANING UP

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

F.5 ENVIRONMENTAL CONTAMINATION

F.5.1 Contractor will be held responsible for any and all spills, releases, discharge or leaks of environmental pollution during performance of the Contract which occur as a result of, or are contributed by, actions of its agent, personnel, or subcontractors. Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to satisfaction of the Owner and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the Owner and be performed by properly qualified personnel.

F.5.1.1 Contractor shall obtain the Owner's written consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any applicable federal, state, or local statutes, rules or ordinances. Notwithstanding such written consent from the Owner, the Contractor, at all times, shall:

- (a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state, or local statutes, rules, or ordinances;
- (b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and
- (c) promptly clean up, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all applicable federal, state, or local statutes, rules or ordinances.

F.5.1.2 Contractor shall be liable for any and all costs, expenses, damages, claims, and causes of action, or any of them, related to or arising out of a spill, release, discharge, or leak of (or from) any environmental pollutant or hazardous substance or material, to the extent such spill, release, discharge, or leak was caused or contributed to by Contractor's (i) negligence or (ii) failure to perform in accordance with the Contract Documents. Nothing in this section F.5.1.2 shall limit Contractor's liability or responsibility under Section G.2. 1. I of this Contract.

F.5.2 Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR Part 302, Table 302.4 for hazardous substances and in OAR Chapter 340 Division 108 for all products addressed therein. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the Owner. A written follow-up report shall be submitted to Owner within 48 hours of the telephonic report. Such written report shall contain, as a minimum:

- (a) Description of items released (identity, quantity, manifest no., and all other documentation required by law.)
- (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when it was reported.
- (c) Exact time and location of release, including a description of the area involved.
- (d) Containment procedures initiated.
- (e) Summary of communications about the release Contractor has had with members of the press or Owner officials other than Owner.
- (f) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- (g) Personnel injuries, if any, resulting from, or aggravated by, the release.

F.6 ENVIRONMENTAL CLEAN-UP

F.6.1 Unless disposition of environmental pollution is specifically a part of this Contract, or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall immediately notify Owner of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by this Contract. "Hazardous substance(s)" are those substances, materials or wastes regulated in 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In

addition to notifying Owner of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the Project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or well being of Contractor's or any Subcontractor's work force.

F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the Project site, Owner shall arrange for the proper disposition of such hazardous substance(s).

F.7 FORCE MAJEURE

F.7.1 Neither party to this Contract shall be held responsible for delay or default caused by fire, riot, acts of God, sovereign, or public enemy, strikes, freight embargoes and/or war which is beyond that party's control. The Owner may terminate this Contract upon written notice after determining such delay or default will reasonably prevent successful performance of the Contract.

F.7.2 In the event Force Majeure impacts this Project, the Owner may grant a reasonable extension of time, and there shall be no additional compensation paid to the Contractor.

SECTION G

BONDING AND INSURANCE

G.1 PERFORMANCE AND PAYMENT SECURITY

- G.1.1 The Contractor shall furnish and maintain in effect at all times during the Contract Period, a bond to cover performance/payment in a sum equal to 125% of the Contract Price.
- G.1.2 A performance/payment bond issued by a surety company authorized to do business in Oregon is the only acceptable form of performance/payment security, unless otherwise agreed to by the Owner in writing.

G.2 INSURANCE AND INDEMNIFICATION

- G.2.1 Responsibility For Damages/ Hold Harmless:
- G.2.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, personnel, or agents. Contractor shall indemnify, defend (with counsel of Owner's choice) and hold harmless the Owner against any claims arising from said damage, injury, loss, expense, inconvenience or delay.
- G.2.2 Primary Coverage: Insurance carried by Contractor under this Contract shall be the primary coverage, and the Owner's insurance is excess and solely for damages or losses for which the Owner is responsible. The coverage's indicated are minimums unless otherwise specified in the Contract Documents.
- G.2.3 Workers' Compensation: The Contractor, its Subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon Law for all their subject workers. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. The Contractor shall require proof of such Workers' Compensation by receiving and keeping on file a Certificate of Insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

G.2.4 BUILDER'S RISK INSURANCE – NOT APPLICABLE TO CONTRACTOR – OWNER TO CARRY

- G.2.4.1 Builder's Risk: During the term of this Contract, the Contractor shall maintain in force, at its own expense, Builder's Risk insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the Contract. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more. The policy will include as loss payees the Owner, the Contractor and its Subcontractors as their interests may appear.
- G.2.4.2 Builder's Risk Installation Floater: The Contractor shall obtain, at the Contractor's expense, and keep in effect during the term of this Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under this Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. This insurance shall include as loss payees the Owner, the Contractor and its Subcontractors as their interests may appear.

G.2.5 LIABILITY INSURANCE

- G.2.5.1 Commercial General Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include coverage for the hazards of operations including explosion, collapse and underground coverage, elevators, independent contractors, employees as additional insureds, and broad form property damage. The insurance shall include personal injury coverage and contractual liability coverage for the indemnity provided for in this Contract, for contracts related to the Work, and products/completed operations liability. The policy shall be endorsed to extend the completed operations for three years after Final Completion of the Work. Combined single limit per occurrence shall not be less than \$3 million, or the equivalent. Each annual aggregate limit shall not be less than \$1 million, when applicable.
- G.2.5.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering owned, non-owned and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.00 or the equivalent.

G.2.5.3 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months or the maximum time period the Contractor's insurer will provide such if less than 24 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. This will be a condition of the Final Acceptance of Work or Services and Related Warranty (if any).

G.2.6 Additional Insured: The liability insurance coverage, required for performance of this Contract shall include Owner, members of its Board, its officers and employees, as Additional Insureds but only with respect to the Contractor's activities to be performed under this Contract.

If Contractor cannot obtain an insurer to name Owner, members of its Board, its officers and employees as Additional Insureds, Contractor shall obtain at Contractor's expense, and keep in effect during the term of this Contract, Owners and Contractors Protective Liability Insurance, naming the Owner, members of its Board, its officers and employees as Named Insureds with not less than a \$3 million limit per occurrence. This policy must be kept in effect for 24 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to Owner prior to its issuance of a Notice to Proceed.

G.2.7 Notice of Cancellation or Change: There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverages) without 45 days' written notice from the Contractor or its insurer(s) to the Owner. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner the members of its Board of Education, officers, or employees.

G.2.8 Certificate(s) of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the Owner prior to its issuance of a Notice to Proceed. The Certificate(s) will specify all of the parties who are Additional Insureds or Loss Payees. Insurance coverage required under this Contract shall be obtained from acceptable insurance companies or entities authorized to do business in Oregon. Contractor shall cause the insurer to strike out the clause "endeavor to send notice of cancellation" where such or a similar clause appears in any certificate. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of \$25,000 shall be disclosed to the Owner in writing prior to issuance of a Notice to Proceed and is subject to Owner's approval. All policies of insurance must be written by companies having an A.M. Best rating of "A VIII" or better. The Owner may, upon thirty (30) days written notice to Contractor, require Contractor to change any carrier whose rating drops below the A VIII rating.

SECTION H
SCHEDULE OF WORK

H.1 CONTRACT PERIOD

- H.1.1 Time is of the essence on this Contract. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein. Contractor shall commence Work on the site within 15 calendar days of Notice to Proceed, unless directed otherwise.
- H.1.2 Unless specifically extended by Change Order, all Work shall be complete by the date contained in the Contract Documents.
- H.1.3 The Owner shall not waive any rights under the Contract by permitting the Contractor to continue or complete the Work or any part of it after the date described in H.1.2 above.
- H.1.4 Any claim for additional time shall be based on written notice stating the general nature of the request, delivered to the Owner's Authorized Representative, in accordance with D. 2. 1. As a part of this notice, the Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work and Final Completion of the Project. Failure to submit a suitable notice within the specified time period will result in the Contractor waiving this right to request additional time for that delay cause. This does not abrogate Section D. 1.5.

H.2 SCHEDULE

- H.2.1 Contractor shall provide, by or before the pre-construction conference, a detailed schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by significant Project components, significant labor trades, long lead items, broken down by building and/or floor where applicable. Each schedule item shall account for no greater than 5 % of the monetary value of the Project or 5 % of the available time. Schedules with activities of less than one day or valued at less than 1 % of the Contract will be considered too detailed and will not be accepted. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. Included within the schedule are the following: Notice to Proceed, Substantial Completion, and Final Completion. Schedules will be updated monthly and submitted with the monthly payment application. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner, as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Project. Use of the float will be negotiated. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract time but after Contractor's scheduled completion.

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

Work failing to conform to the Contract Documents shall be deemed defective. Contractor shall promptly remove from the premises and replace, all defective materials as determined by the Owner's Authorized Representative as failing to conform to the Contract Documents, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement.

I.2 WARRANTY WORK

- I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless otherwise specified, Contractor shall correct any defects that appear in the Work within a period of one year from the date of issuance of the written Notice of Substantial Completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent. The Owner shall give Contractor notice of defects with reasonable promptness.
- I.2.2 This provision does not negate guarantees or warranties for periods longer than one year including without limitation such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.
- I.2.3 In addition to Contractor's warranty, manufacturer's warranties shall pass to the Owner and shall not take effect until affected Work has been accepted in writing by the Owner's Authorized Representative.

SECTION I
CORRECTION OF WORK

SECTION J
SUSPENSION/TERMINATION OF THE WORK

J.1 OWNER'S RIGHT TO SUSPEND THE WORK

- J.1.1 The Owner and/or the Owner's Authorized Representative has the authority to suspend portions or all of the Work due to causes including, but not limited to:
- (a) Failure of the Contractor to correct unsafe conditions;
 - (b) Failure of the Contractor to carry out any provision of the Contract;
 - (c) Failure of the Contractor to carry out orders;
 - (d) Conditions, in the opinion of the Owner's Authorized Representative, which are unsuitable for performing the Work;
 - (e) Time required to investigate differing site conditions;
 - (f) Any reason considered to be in the public interest.

- J.1.2 Contractor and the Contractor's Surety shall be notified in writing of the effective date and time of the suspension and shall be notified in writing to resume Work.

J.2 CONTRACTOR'S RESPONSIBILITIES

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

J.3 COMPENSATION FOR SUSPENSION

- J.3.1 Depending on the reason for suspension of the Work, the Contractor or the Owner may be due compensation by the other party. If it was a Contractor caused suspension, the Owner may assess the Contractor actual costs of the suspension in terms of administration, remedial work by the Owner's forces or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension. If the suspension was caused by the Owner, the Contractor shall be due compensation which shall be defined using Section D, Changes in the Work. If the suspension was required through no fault of the Contractor or the Owner, neither party owes the other for the impact.

J.4 OWNER'S RIGHT TO TERMINATE CONTRACT

- J.4.1 The Owner, after providing Contractor an opportunity for remedy, may, without prejudice to any other right or remedy and after giving Contractor seven (7) days written notice, terminate the Contract under the conditions including but not limited to those listed below:
- (a) If Contractor should voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and its Contractor as debtor-

- in-possession or Trustee for the estate fail to assume the Contract within a reasonable time;
- (b) If Contractor should make a general assignment for the benefit of Contractor's creditors;
- (c) If a receiver should be appointed on account of Contractor's insolvency;
- (d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;
- (e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Owner or its Authorized Representative; or
- (f) If Contractor is otherwise in material breach of any part of the Contract.

- J.4.2 At any time the above occurs, Owner may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, Contractor shall not be entitled to receive further payment until the Work is completed. If the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to Owner.

J.5 TERMINATION FOR CONVENIENCE

- J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines that termination of the Contract is in the best interest of the public.
- J.5.2 Owner will provide Contractor and Contractor's surety seven (7) days prior written notice of a termination for public convenience. After such notice, Contractor and Contractor's surety shall provide Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which Contractor received progress payment under Section E. Compensation for Work terminated by the Owner under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits due to termination.

J.6 ACTION UPON TERMINATION

- J.6.1 Upon receiving a Notice of Termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.
- J.6.2 As directed Owner, Contractor shall upon termination transfer title and deliver to Owner all Project documents, information and other property that, if the Contract had been completed, be required to be furnished Owner.

SECTION K
CONTRACT CLOSE OUT

K.1 RECORD DRAWINGS

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

K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manual") for review by the Owner's Authorized Representative prior to submission of any pay request for more than 75% of the Work. No payments beyond 75% will be made by the Owner until the O&M Manuals have been received. The OEM Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, phone list of consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner's Authorized Representative shall review and return one O & M Manual for any modifications or additions required. Prior to submission of its final pay request, five (5) complete and approved sets of O & M Manuals shall be delivered to the Owner's Authorized Representative by the Contractor.

K.3 RELEASE OF LIENS AND CLAIMS

As a condition of final payment, the Contractor shall submit to the Owner's Authorized Representative a notarized Release of Liens and Claims Form, which states that all Subcontractors and suppliers have been paid in full, all disputes with property owners have been resolved, all obligations on the Project have been satisfied, all monetary claims and indebtedness have been paid, and that, to the best of the Contractor's knowledge, there are no claims of any kind outstanding against the Project. The Contractor shall indemnify, defend (with counsel of Owner's choice) and hold harmless the Owner from all claims for labor and materials finished under this Contract. The Contractor shall furnish complete and valid releases or waivers, satisfactory to the Owner, of all liens arising out of or filed in connection with the Work.

K.4 NOTICES

K.4.1 Contractor shall provide Owner a written notice of both Substantial and Final Completion. Both completion notices must be signed by the Owner's Authorized Representative to be valid. The Owner shall provided the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.

K.4.2 Substantial Completion of an operating facility shall be that degree of completion that has provided a minimum of 30 continuous days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Owner's Authorized Representative. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a punch list be prepared by the Owner's Authorized Representative with submission of the request for the Substantial Completion notice.

K.4.3 Final Completion shall be when all Work is complete in accordance with the Contract Documents.

K.5 TRAINING

As part of the Work, and prior to submission of the request for final payment, the Contractor shall schedule with the Owner's Authorized Representative, training sessions for all equipment and systems, as required in the individual specifications sections. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner personnel adequate notice. The O & M Manual shall be used as a basis for training. Training shall be a formal session, held after the equipment and/or system is completely installed and operational in its normal operating environment.

K.6 EXTRA MATERIALS

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the specifications, prior to final payment. Delivery point for extra materials shall be designated by the Owner's Authorized Representative.

K.7 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion Notice, or as a separate written notice submitted with or before the Notice of Final Completion, the Contractor shall notify the Owner that all environmental pollution clean-up which was performed as a part of this Contract has been disposed of in accordance with all applicable rules, regulations, laws, and statutes of all agencies having jurisdiction over such environmental pollution. The notice shall state that the Contractor shall indemnify, defend (with counsel of Owner's choice) and hold harmless the Owner from any claims resulting from the disposal of the environmental pollution including removal, encapsulation, transportation, handling, and storage.

K.8 CERTIFICATE OF OCCUPANCY

The Contractor shall not be granted Final Completion or receive final payment if the Owner has not received an unconditioned Certificate of Occupancy from the appropriate state and/or local building officials.

K.9 OTHER CONTRACTOR RESPONSIBILITIES

Contractor shall be responsible for returning to the Owner all items issued during construction such as keys, security passes, site admittance badges, and all other pertinent items. The Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from the

Contractor to the Owner. The utility transfer date shall not be before Substantial Completion and may not be until Final Completion, if the Owner does not take beneficial use of the facility and the Contractor's forces continue with the Work.

SECTION L
LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

L.1 LAWS TO BE OBSERVED

In compliance with ORS 279C.525 the following is a list of federal, state and local agencies of which the Owner has knowledge that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

L.2 FEDERAL AGENCIES

Agriculture, Department of

Forest Service

Soil Conservation Service
Coast Guard

Defense, Department of

Army Corps of Engineers

Energy, Department of

Federal Energy Regulatory Commission

Environmental Protection Agency

Health and Human Services, Department of

Housing and Urban Development, Department of

Solar Energy and Energy Conservation Bank

Interior, Department of
Bureau of Land Management
Bureau of Indian Affairs
Bureau of Mines
Bureau of Reclamation
Geological Survey
Minerals Management Service
U.S. Fish and Wildlife Service

Labor, Department of
Mine Safety and Health Administration
Occupation Safety and Health Administration

Federal Highway Administration

Water Resources Council

L.3 STATE AGENCIES

Administrative Services, Department of

Agriculture, Department of Soil and Water Conservation
Commission

Columbia River Gorge Commission

GENERAL CONDITIONS
FOR SMALL PUBLIC IMPROVEMENT CONTRACT (NOT EXCEEDING \$150,000)

Energy, Department of

Environmental Quality, Department of

Fish and Wildlife, Department of

Forestry, Department of

Geology and Mineral Industries, Department of

Human Resources, Department of

Insurance and Finance, Department of

Land Conservation and Development Commission

Parks and Recreation, Department of
State Lands, Division of
Water Resources Department of

L.4 LOCAL AGENCIES

City Councils

County Courts

County Commissioner, Board of

Design Commissions

Historical Preservation Commission

Planning Commissions

City of Gladstone Staff Report

Report Date : May 24, 2022
Meeting Date : June 14, 2022
To : Jacque Betz, City Administrator
Mayor and City Council
From : Darren Caniparoli, Public Works Director

Agenda Item:

Approval of the Intergovernmental agreement (IGA) between Water Environmental Services (WES) and the City of Gladstone for the rehabilitation of the 82nd Drive Pump Station, the IGA including a detailed scope of work is attached and referenced as Exhibit A.

History/Background:

The 82nd Drive Pump Station was installed by the City in the late 1970's, the pumpstation pumps all sewage from the east side of I-205 to the gravity system on the west side of I-205. The current facilities at the Pump Station are approaching the end of their useful life, replacement parts for the station are becoming obsolete and ultimately require replacement. WES has offered to assist the City by including the Pump Station in their rehabilitation work. The City Council held a work session on this agreement April 26, 2022 and since there were no concerns with moving forward staff has prepared this for the consent agenda.

Cost Impact:

The City of Gladstone would be responsible for final design, permitting and bid services estimated in the amount of \$128,075.00, this amount would be allocated out of the current budget. Additionally, the City would be responsible for actual construction costs estimated to be \$600,000.00, this amount will be allocated out of the upcoming biennium budget for 2023-2025. The City of Gladstone would reimburse WES for all of these costs based on invoicing throughout the rehabilitation project.


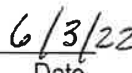

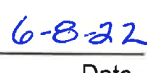
Options:

- **Option 1:** Approve an IGA between the City of Gladstone and WES to partner with WES for final design, permitting, bid services and the actual construction costs of the 82nd Pumpstation of which the City will reimburse WES for actual costs.
- **Option 2:** Do not approve an IGA between the City of Gladstone and WES to partner with WES for final design, permitting, bid services and the actual construction costs of the 82nd Pumpstation of which the City will reimburse WES for actual costs.

Recommended Staff Action:

Staff recommends accepting the IGA with between Water Environmental Services and the City of Gladstone

for rehabilitation of the 82nd Drive Pump Station, including the design, permitting and bid services and actual construction costs.

| | | | |
|---|---|--|---|
|  |  |  |  |
| Department Head Signature | Date | City Administrator Signature | Date |

INTERGOVERNMENTAL AGREEMENT BETWEEN WATER ENVIRONMENT SERVICES AND THE CITY OF GLADSTONE FOR REHABILITATION OF THE 82nd DRIVE PUMP STATION

THIS AGREEMENT (this “Agreement”) is entered into and between Water Environment Services (“District”), an intergovernmental entity formed pursuant to Oregon Revised Statutes Chapter 190, and the City of Gladstone (“City”), a political subdivision of State of Oregon, collectively referred to as the “Parties” and each a “Party.”

RECITALS

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

The 82nd Drive Pump Station was installed by the City in the late 1970’s, identified more specifically in Exhibit A (“Pump Station”). While the City is the owner of the Pump Station, the District has assisted the City with performance of routine maintenance and operation of the Pump Station over the past several decades.

The current facilities at the Pump Station are approaching the end of their useful life and are in need of replacement. The District agreed to assist the City by including the Pump Station rehabilitation work (“Rehab Project”), more particularly described in Exhibit B, in the District’s work on other similar facilities. This Agreement is intended to document the responsibilities of the Parties as it relates to the current Rehab Project.

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

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or December 31, 2025, whichever is sooner.
2. **Obligations of the District.** The District agrees to do the following:
 - A. Manage a contract with an engineering firm to develop plans and specifications for the Rehab Project. The District has entered into a contract with Murraysmith, Inc. to create the plans and specifications for the construction.
 - B. Enter into a contract with a contractor to construct the Rehab Project work. Prior to entering into the contract, the District will give the City an opportunity to review and comment on the contractor’s bid. If the City determines, in its sole discretion, that the bid amount is a substantial and unforeseen increase in cost over the engineer’s estimate, then the City may deliver written notice to the District with a request to remove the Rehab Project work from the District contractor’s scope of work and the District will remove the Rehab Project from the contractor’s scope of work.
 - C. Require contractors with whom the District enters into a contract under subsections 2(A) and 2(B) above to defend and indemnify the City for the contractor’s acts or omissions related to the performance of the contract; name the City, its elected officials, officers and employees as additional insureds for the purposes of the

defense and indemnification requirements, and to name the City as a third party beneficiary for any work related to the Rehab Project.

- D. Manage the performance of the Rehab Project work by the contractor. The District will notify the City of potential change orders and give the City an opportunity to review, comment, modify, and reject any change orders.
- E. Submit invoices to the City for Rehab Project work in accordance with the terms of this Agreement.
- F. Ensure the warranties provided by the contractor are in the name of the City.

3. Obligations of the City. The City agrees to do the following:

- A. Authorize the District and any of its agents or contractors to access the Pump Station property as necessary to perform the Rehab Project work, including authorizing temporary construction easements or other mechanisms required for access.
- B. Reimburse District for the following costs associated with the current Pump Station upgrade project District is performing on behalf of City:
 - i. Final Design, Permitting and Bid Services: \$128,075
 - ii. Construction: The construction total is estimated at approximately \$600,000 and the City agrees to reimburse the District for all actual costs incurred by the District for construction related to the Rehab Project, provided the City has not exercised its option to remove the Rehab Project work from the District contractor's scope of work as authorized by Section 2(B) above.
- C. Provide District prior notice if City intends to perform any work on the Pump Station that may affect District's ability to perform its obligations under this Agreement. The District is not responsible for any claims or expenses that result from the District's inability to access the Pump Station or failure of the Pump Station to operate correctly.
- D. The City is responsible for compliance with all legal and regulatory requirements associated with the Pump Station.

4. Payment. Unless otherwise specified, the District shall submit monthly invoices for work performed in accordance with this Agreement. Invoices shall describe all work performed with particularity, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to District following the City's review and approval of invoices submitted by District.

5. Representations and Warranties.

- A. *City Representations and Warranties*: City represents and warrants to District that City has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of City enforceable in accordance with its terms.
- B. *District Representations and Warranties*: District represents and warrants to City that District has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of District enforceable in accordance with its terms.

- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either the District or the City may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the District or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The District or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Either Party may terminate this Agreement in the event the Party fails to receive expenditure authority sufficient to allow the Party, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the Party is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

- 7. Indemnification.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the District agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon regulatory violations as well as damages or injuries to persons or property caused by the negligent or willful acts or omissions of the District or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the District has a right to control related to work performed under this Agreement. Notwithstanding the above, the District shall not be responsible for indemnifying the City against any claims or fines of any nature arising from a lack of compliance with the Clean Water Act, Oregon Revised Statutes or any legal or regulatory requirements imposed by the State of Oregon, unless and to the extent caused by negligent or willful acts or omissions of the District or its officers, elected officials, employees, agents, or its subcontractors or anyone over which the District has a right to control related to work performed under this Agreement.

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

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

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

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

A. Jessica Rinner or their designee will act as liaison for the District.

Contact Information:

Water Environment Services
150 Beavercreek Road, Suite 430
Oregon City, OR 97045

Phone: 503-742-4551
Email: jrinner@clackamas.us

Darren Caniparoli or their designee will act as liaison for the City.

Contact Information:

City of Gladstone Public Works
18595 Portland Ave.
Gladstone, OR 97027
Phone: 503-656-7957
Email: caniparoli@ci.gladstone.or.us

10. General Provisions.

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

accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, each Party shall permit the other Party's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.

E. **Work Product.** Reserved.

F. **Hazard Communication.** Each party shall notify the other Party prior to using products containing hazardous chemicals to which the other Party's employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon District's request, City shall immediately provide Material Safety Data Sheets for the products subject to this provision.

G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

H. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.

I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

K. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent,

employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

- L. **No Third-Party Beneficiary.** City and District are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- M. **Subcontract and Assignment.** Except as expressly authorized by this Agreement, neither party shall enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the other Party, which shall be granted or denied in the other Party's sole discretion. A Party's consent to any subcontract or assignment shall not relieve the other Party of any of its duties or obligations under this Agreement.
- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (S), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. **Time is of the Essence.** City agrees that time is of the essence in the performance this Agreement.
- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. **Force Majeure.** Neither City nor District shall be held responsible for delay or default caused by events outside of the City or District's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, City shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- T. **Confidentiality.** Reserved.

U. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

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

Water Environment Services

City of Gladstone

Chair

Date

Date

Exhibit A – Pump Station Map

The 82nd Drive Pump Station is located just northeast of the I205N Exit 11 off ramp to 82nd Drive. It is located within ODOT ROW accessible by a dirt road from the unnamed access street to Edgewater Road.



Exhibit B

Pump Station Rehabilitation Project Scope

Exhibit B

**AMENDMENT #3
TO THE CONTRACT DOCUMENTS WITH MURRAYSMITH, INC. FOR 2019-55 PUMP STATION
REHABILITATION AND UPGRADES
Contract #1652**

This Amendment #3 is entered into between Murrysmith, Inc. ("Contractor") and Water Environment Services ("District") and shall become part of the Contract documents entered into between both parties on November 14, 2019 ("Contract").

The Purpose of this Amendment #3 is to make the following changes to the Contract:

1. ARTICLE 1, Section 1, **Effective Date and Duration** is hereby amended as follows:
The Contract expiration date is hereby changed from December 1, 2020 to **December 31, 2023**.
2. ARTICLE I, Section 2. **Scope of Work** is hereby amended as follows:
Upon completion of the schematic design for eight pump stations, District is moving forward with Phase 2 per the RFP 2019-55 for Final Design, Permitting and Bid Period Support. The supplemental Scope of Work is attached as **Exhibit E** and hereby incorporated by reference. Attachments to Exhibit E include the Drawing list, Technical Specification and Project Schedule.
3. ARTICLE 1, Section 3. **Consideration** is hereby amended as follows:
The additional compensation to add Phase 2 is **\$1,349,710.00**. The additional fee schedule is included at the end of Exhibit E. The total Contract Consideration shall not exceed \$1,608,473.00.

| | |
|-------------------------------|---|
| ORIGINAL CONTRACT | \$ 238,771.00 |
| AMENDMENT #1 | Allow Travel and other Expense |
| AMENDMENT #2 | \$ 19,992.00 + Time Extension |
| AMENDMENT #3 | \$ 1,349,710.00 + Time Extension |
| TOTAL AMENDED CONTRACT | \$ 1,608,473.00 |

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #3, effective upon the date of the last signature below.

Murrysmith, Inc.

Adam Crafts 2020.12.24
08:52:34-08'00'

Authorized Signature Date

Adam Crafts, Principal Engineer
Printed Name

Water Environment Services



Chair



Recording Secretary

1/28/2021

Date

Approved as to form



County Counsel

1/4/2020

Date

SCOPE OF WORK

PUMP STATION REHABILITATION AND UPGRADES

FINAL DESIGN, PERMITTING, AND BIDDING SERVICES PHASE

CLACKAMAS WATER ENVIRONMENT SERVICES

Introduction

Clackamas Water Environmental Services (WES) recently completed schematic design for eight pump stations (PS) to outline proposed improvements to increase reliability and improve safety and operational efficiency. A professional services contract was executed to complete condition assessments for the pump stations, develop project parameters, and identify improvements for the projects. WES selected seven of the pump stations to move forward with the recommended improvements.

This amendment provides services to perform final design of the improvements, prepare construction contract documents, obtain permits and approvals, and support WES staff during the bidding phases for the projects. Task numbering is a continuation from the original contract's scope of work.

General Assumptions

- Design of improvements for seven pump stations will be completed and grouped into three bid sets as follows:
 - Bid Set No. 1: Clackamas and Timberline Rim Pump Stations
 - Bid Set No. 2: Gladstone and Sieben Lane Pump Stations
 - Bid Set No. 3: South Welches, Golf Club Terrace, and 82nd Drive Pump Stations
- Each bid set will be publicly bid once.
- Stormwater system inspection and construction certification is not in this contract.
- Vegetated buffer enhancements, invasive species removal and replanting plans are assumed to be performed by WES staff and are therefore not included in this contract.
- Improvements to building structure to meet current building code, where not required due to modifications, are not included.

- Consultant shall submit minutes from each workshop not later than 5 working days following each respective workshop. Written responses to the comments will be provided by the Consultant. WES staff will provide written review comments within two weeks.
- District will furnish required information, examine deliverables submitted by Consultant, and render decisions and approvals in a timely manner.
- Consultant shall use 49 Division format master specifications. Consultant shall provide Division 1 and technical specifications for project use and District review and comment.
- Where deliverable documents are identified, hereinafter, deliverable will be provided in electronic .PDF and original .DOC format.
- Drawings (11-inch by 17-inch) in .PDF format will be provided for each District internal review.
- The Consultant's standard CAD software shall be used to produce the drawings following its own drafting standards.
- Project coordination and design review meetings will be via ZOOM or equivalent unless otherwise noted and attended by Murraysmith's Project Manager and Project Engineer. Multi-disciplinary subconsultants will be included as needed or requested by the District.

District Provided Services

District will provide:

- Site access coordination, as requested.
- Private utility location, topographic and tree surveys, and environmental delineation boundaries.
- Legal descriptions for easements or right-of-way acquisitions associated with the project. Project-specific Division 0 specifications that include Instructions to Bidders, Bid Documents, Contract forms, General and Supplementary Conditions.
- Bid advertisement; Plan holders list; communication with not, and plan holders; addenda; and receiving, opening and reviewing bids.

Task 1 - Project Management (Existing Task Supplement)

Objective

Provide leadership and team strategic guidance aligned with District staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

Consultant shall:

- Manage design team to project schedule and budget.
- Coordinate with District for design input or decisions in between design submittals.
- Document key decisions in decision log.
- Prepare invoices and progress reports.

Deliverables

- Decision Log.
- Monthly invoices with progress report, task-level budget report.
- Monthly schedule update.

Task 6 – Quality Management (Existing Task Supplement)

Objective

Perform quality assurance tasks to monitor the quality of the Project using internal quality assurance/quality control (QA/QC) reviews as described herein. Reviews shall be performed by staff independent of the design team.

Consultant shall:

- Prepare Quality Management Plan (QMP) to outline anticipated review activities at project milestones.
- Review process and cost calculations.
- Perform QC review of deliverables prior to submitting to WES.
- Verify conformance with the approved QMP.

Deliverables

- Quality Management Plan to include:
 - Identification of a single point of contact responsible for quality management.
 - Proposed design review procedures at project milestones
 - Review confirmation forms from independent quality review
- Quality review forms used during internal quality reviews

Task 7 – Prepare 60% Design Development Documents

Objective

The purpose of this task is to advance the Schematic Design (Tasks 2, 3, 4, and 5). The 60% documents shall include Divisions 0 and 1, equipment, materials, and common details,

standardized across bid packages, specifications for major equipment, and depict the final location and size of major components and systems. The design submittals will be grouped in bid sets outlined in the General Assumptions listed above.

Consultant shall:

General Activities for All Facilities

- Prepare and facilitate design kick off meeting to identify common standards for equipment, materials, and details.
- Finalize equipment selection and collect equipment data sheets.
- Finalize electrical service load calculations and coordinate service upgrade requirements with power utility.
- Develop control narratives for each pump station.
- Design and layout MCC, control panels, generators, ATS, and other electrical equipment and level control systems.
- Develop demolition plans and details for existing facilities.
- Develop plans to maintain service during construction.
- Design and layout mechanical piping and HVAC improvements.
- Outline site impact area and note restoration requirements.
- Develop common details for each required discipline.
- Develop recommendations for construction sequencing and duration estimate for each bid package.
- Facilitate one interim design meeting with WES staff to review design development prior deliverable submittal.
- Review and coordinate Division 0 specifications provided by WES for specific project.
- Prepare 60% Design level drawings for each bid set as noted in the Drawing List included in Attachment A.
- Develop Division 01 Technical Specifications for each bid set as noted in the Technical Specifications List included in Attachment B.
- Develop technical specifications for major equipment for each bid set as noted in the Technical Specifications List included in Attachment B.

- Prepare 60% design construction cost estimate for each bid set (3 total).
- Conduct two-hour 60% design review meeting for each bid set (3 total).

Specific Activities for Clackamas Pump Station

- Design replacement lids with new access hatches for the wet well and pneumatic valve vault.
- Develop details to retrofit gutters and downspouts.
- Design split heating and air conditioning system for building.
- Design exterior lighting for pump station building.
- Specify coating repair for piping in valve vault.

Specific Activities for Timberline Rim Pump Station

- Develop sizing and layout for fans and ducting to declassify space in accordance with NFPA 820.
- Design new control panel and level control system to fit into available space in electrical room. Integrate controls into the existing MCC.
- Provide details to relocate pump disconnect panel to meet NEC clearance requirements.

Specific Activities for Gladstone Pump Station

- Finalize location and configuration for bypass tee connection. Finalize geohazard potential study.
- Develop layouts for process piping to accommodate new pumps and valves, realign piping to exit the north wall.
- Prepare plan and elevation for bypass vault.
- Develop new force main alignment to connection point approximately 150 feet northwest of pump station.
- Coordinate three-phase service upgrade with power utility.
- Size and specify new dri-pit submersible sump pumps and base foundation.
- Design new pump disconnect panel with removable plugs.

- Develop sizing and installation details for generator and ATS replacement in existing locations.
- Develop sizing and layout for fans and ducting to declassify space in accordance with NFPA 820.
- Design replacement lighting plan for new LED building fixtures and include lateral bracing for seismic mitigation.
- Design new wet well access maintenance platform.
- Specify wet well rehabilitation and epoxy liner material and thickness.
- Design gantry beam for pump removal from base elbow within the pump room.
- Prepare details for replacement of potable water RPBA.
- Design new influent manhole access lid with access hatch, safety grate, and hand railing.
- Prepare standalone coating specification in Oregon DOT format to recoat the exposed Gladstone force main for WES future reference.

Specific Activities for Sieben Lane Pump Station

- Size and specify new submersible pumps.
- Design new process piping and valves to fit within the existing vault.
- Size and locate new generator and ATS.
- Design new top slab with vault hatches and safety grating for existing wet well.
- Design new retrofit valve vault hatches in existing top slab.
- Provide details for abandonment of existing air injection system.
- Design new pump disconnect panel with removable plugs.
- Develop sizing and layout for new control room ventilation fan and louver.

Specific Activities for South Welches Pump Station

- Size and specify new submersible pumps.
- Design process piping and new valve vault with bypass connection.
- Design new top slab with vault hatches and safety grating for existing wet well.

- Design new pump disconnect panel with removable plugs.
- Confirm if MCC and Control panel will meet NEC clearance requirements within the existing building.
- Size and locate new diesel generator and ATS on the site.
- Design new metal roof for existing building, including new roof framing, connections, and sheathing.
- Design access road plan and profile generally following the existing alignment.
- Perform a total of four shallow encased falling head infiltration tests, with three locations along the existing golf cart path and at one location at the existing pump station. Adhere to District requirements and provide memo summarizing testing procedure and results.
- Design infiltration swales to manage stormwater for pump station site and access road meeting Clackamas County stormwater standards. Prepare draft stormwater report.
- Coordinate landscaping restoration preferences with Mt. Hood Resort staff and develop landscape planting plans.

Specific activities for Golf Club Terrace Pump Station

- Size and specify submersible pumps.
- Finalize electrical service load calculations and coordinate conversion of power service to underground configuration.
- Design process piping and new valve vault with bypass connection.
- Design new top slab with vault hatches and safety grating for existing wet well.
- Design new pump disconnect panel with removable plugs.
- Layout MCC and control panel to meet NEC clearance requirements within the existing building.
- Size and locate new diesel generator and ATS on the site.
- Design new flat roof for existing building, including new roof framing, connections, and sheathing.

Specific activities for 82nd Drive Pump Station

- Size and specify submersible pumps.

- Design process piping and new valve vault with bypass connection.
- Design new top slab with vault hatches and safety grating for existing wet well.
- Design new pump disconnect panel and MCC.
- Specify new exterior lighting system with manual control.

Deliverables

- 60% Design Development Drawings for each bid set, see attached Drawing List in Attachment A.
- Division 01 Technical Specification as specified for each bid set (3 total). See attached Specification List in Attachment B.
- Equipment Data Sheets and Technical Specifications for major equipment for each bid set (3 total). See attached Specification List in Attachment B.
- 60% Construction Cost Estimate and bid item list for each bid set (3 total).
- 60% Construction Sequence Narrative and Duration Estimate for each bid set (3 total).
- Draft Stormwater Report for South Welches Pump Station.
- Meeting agenda and summary for design kick off and standards development meeting.
- Meeting agenda and summary for interim design coordination meeting.
- Meeting agenda and summary for 60% review workshops for each bid set (3 total).

Assumptions

- Roof replacement at South Welches and Golf Club Terrace will follow the existing configuration. Changes to the configuration may warrant additional structural evaluation and design is loading increases over existing conditions.
- Major equipment is defined as pumps, generator, fans, and flow meters.

Task 8 –Prepare 90% Contract Documents

Objective

The purpose of this task is to develop 90% Contract Documents for each of the three bid sets.

Consultant shall:

- Review and address 60% design review comments from WES staff or other stakeholders.
- Prepare 90% Design level drawings for each bid set as noted in the Drawing List included in Attachment A.
- Prepare technical specifications to include Division 01 through Division 48 for general requirements, materials, submittals, equipment, installation, and warranty requirements. See attached Specification List in Attachment B.
- Prepare Class 1 Construction Cost Estimate for each bid set.
- Update construction sequence and duration estimates.
- Facilitate one interim design meeting with WES staff to review design development prior deliverable submittal.
- Conduct one two-hour meeting for each bid set to review the 90% design submittal with District staff (3 meetings total).

Deliverables (for each of three bid sets)

- 90% Design Development Drawings, see attached Drawing List in Attachment A.
- 90% Construction Specifications
- 90% Construction Cost Estimate
- Meeting agenda and summaries for interim check-in design
- Meeting agenda and summaries for 90% review workshop (3 meetings)
- Documentation of resolution of District and other external stakeholder 60% review comments.

Task 9 – Prepare Bid Documents

Objective

Prepare final, sealed contract documents to be used for publicly bidding the three (3) separate projects. Consultant shall:

- Address District, County Development, ODOT comments and modify the contract documents to address comments.
- Prepare reproducible final documents and submit to WES.
- Prepare final stormwater report for South Welches Pump Station.

Deliverables

- Final stamped construction documents in PDF format for each bid set (3 total).
- Final Stamped Stormwater Report for South Welches Pump Station.
- Design drawing files in AutoCAD and PDF formats.

Assumptions

- Standard details bound as 8.5 IN x 11 IN sheets separately and will be provided in PDF format only.

Task 10 – Permits and Approvals

Objective

Assist WES in obtaining permits and land use approvals from the local review authorities needed to construct the projects. The anticipated approvals are listed in Table 1 below.

Table 1
Anticipated Permits and Land Use Approvals

| Pump Station / (Review Agency) | Land Use Approval | Environmental Permitting | Other Permits | Land Use Review Period |
|--|--|---|---|--------------------------------|
| Gladstone / (City of Gladstone contracts land use review to Clackamas County) | Conditional use for improvements outside of building [1] | None | Building Permits [2] (S,E,M,P) | 150 days |
| 82 nd Drive / (ODOT) | Not Required | Not Required | ODOT ROW Permit | Unknown, assumed 60 days |
| Clackamas /(Clackamas County) | Conditional approved; exempt if building expansion is less than 10% | None | Trade Permits [2] (E,M) | None [3] |
| Sieben Lane, Timberline Rim, South Welches Golf Club Terrace / (Clackamas County) | Type III Conditional Use Review [4] | County River Service and Stream Conservation compliance for additional encroachment over existing conditions | Trade Permits [2] (S,E,M,P) Erosion Control Permit [5] | 180 days |

Notes:

[1] The City of Gladstone contracts its land use review to Clackamas County.

[2] Building permits include structural review for equipment anchorage (S) and trade electrical (E), mechanical (M), and plumbing (P) permits from Clackamas County.

[3] Clackamas Pump Station may be exempt from land use review. It has conditional approval on file with Clackamas County and will not increase the building footprint.

[4] Clackamas County does not have conditional approval on file with Clackamas County. These pump stations are anticipated to require a Type III review with a Plans Examiner.

[5] Erosion control permit are expected at Sieben Lane, South Welches, and Golf Club Terrace. The permits will be obtained through the land use review process.

Consultant shall:

- Conduct Pre-application Conferences:
 - Prepare pre-app applications for the City of Gladstone (for the Gladstone Pump Station) and Clackamas County (for the Sieben Lane, Golf Club Terrace, and South Welches Pump Stations for Clackamas County).
 - Confirm exemption status from Section 704 River and Stream Conservation Area of the Clackamas County Zoning Development code for the Gladstone, South Welches, Timberline Rim, and Golf Club Terrace pump stations based on improvements not encroaching further into the riparian buffer area than existing structures.
 - Attend pre-app meetings with each agency.
- Land Use Applications
 - Prepare list of figures needed for each land use application.
 - Prepare land use applications and revise as needed.
 - Participate in Clackamas County public hearing process, as authorized.
- Erosion Control Permits
 - Development activity exceeding 800 square feet requires an Erosion Control Permit from the WES. Prepare application materials and submit application on behalf of WES.
- Building and Trade Permit Plan Review
 - Prepare stamped permit sets for each pump station as required for building or trade permit reviews.
 - Prepare final stamped structural calculations for each bid set (3 total).

Deliverables

- Pre-application Conferences
 - Pre-application submittal packages for City of Gladstone and Clackamas County.
 - Guidance memorandum for preparation of land use submittal packet.
- Land Use Applications
 - List of figures needed for each pre-application conference
 - Application submittal package including application forms, narrative, and draft findings

- Clackamas County hearing packet, as needed
- Erosion Control Permits
 - Erosion Control Permit application submittal package for each bid set (3 total).
- Building and Trade Permits
 - Permit plan sets in pdf files for each bid set (3 total).
 - Stamped structural calculations in pdf for each bid set (3 total).

Assumptions

- Two separate land use applications will be prepared as follows:
 - Gladstone Pump Station for the City of Gladstone.
 - Sieben Lane, Golf Club Terrace, and South Welches Pump Stations for Clackamas County.
- WES will sign necessary application forms and pay application fees.
- South Welches pump station and access road will be exempt from River and Stream Conservation Area compliance and will be allowed within the Salmon River vegetated buffer. A Natural Resource Assessment report, if requested by Clackamas County Planning, will be prepared by Clackamas WES.
- Wetland impacts are not anticipated. A wetland delineation of the pump station sites is not necessary.
- State or federal environmental permits are not anticipated nor included in the scope of work.
- A DEQ 1200C permit will not be required.
- 90% design drawings shall be submitted for building and trade permits

Task 11 - Bid Period Services

Objective

Provide support to WES staff during bid phase of for each of the three bid sets.

Consultant shall:

- Attend one pre-bid conference for each set (3 total).

- Review and respond to Bidder questions.
- Prepare technical material for addenda, as needed.
- Review bids as requested by the District..

Deliverables

- Technical material for addenda, as needed.

Assumptions

- Two addenda are budgeted for each bid set (6 total).

Anticipated Project Milestones

- The anticipated project schedule and milestones are outlined in Attachment C.

Attachments

- A: Drawing List
- B: Technical Specification List
- C: Anticipated Project Schedule

**PUMP STATION REHAB AND UPGRADES - AMENDMENT 3 DESIGN
CLACKAMAS WATERS ENVIRONMENT SERVICES
PROPOSED FEE ESTIMATE**

| | LABOR CLASSIFICATION (HOURS) | | | | | | | | | | | | | | | | Labor | Subconsultants | | | | | | Sub Total with Markup | Expenses | Total | | | | | | | | | | |
|--|------------------------------|------------------------|----------------------|----------------------------|--------------------------|--------------------------|---------------------------|------------------------|-------------------------|------------------------|---------------|---------------|----------------|-------------------|-------------------|----------|-------|----------------|------------|-------|----------|------------|------------------|-----------------------|----------|---------|-------|--------|---------|--------|--------|---------|---------|---------|-------|-----------|
| | Principal Engineer IV | Principal Engineer III | Principal Engineer I | Professional Engineer VIII | Professional Engineer VI | Professional Engineer VI | Professional Engineer III | Engineering Designer I | Engineering Designer II | Engineering Designer I | Technician IV | Technician IV | Technician III | Administrative II | Administrative II | | | Hours | IS | PEI | E2 | PSE | Strong Architect | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | \$290 | \$325 | | | | | | | | | | | \$197 | \$191 | \$185 | \$115 | \$118 | \$104 | \$102 | \$94 | \$138 | \$120 |
| | Bozard | Bozard | Crafts | McMurtrey | Kreps | Baignment | Archibald | Crow | Laffrey | Soto | Estep | Featherstone | Eggenrath | Haught | Stribling | Stemling | | Geotech | Electrical | IAC | Land Use | Structural | | | | | | | | | | | | | | |
| Task 1 - Project Management | 60 | 0 | 376 | 0 | 84 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 36 | 0 | 566 | \$ | 105,669 | - | - | - | - | - | - | \$ | 105,669 | | | | | | | | | | |
| Task 6 - Quality Management (Existing Task Supplement) | 130 | 0 | 48 | 0 | 36 | 0 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 234 | \$ | 47,110 | - | - | - | - | - | - | \$ | 47,110 | | | | | | | | | | |
| Task 7 - Prepare 60% Design Development Documents (New Task) | 0 | 24 | 106 | 90 | 258 | 54 | 240 | 408 | 288 | 274 | 106 | 280 | 46 | 0 | 24 | 2208 | \$ | 275,351 | \$ | 9,872 | \$ | 44,415 | - | \$ | 14,700 | \$ | 8,280 | \$ | 176,197 | \$ | 200 | \$ | 451,689 | | | |
| Task 8 - Prepare 90% Contract Documents (New Task) | 0 | 0 | 180 | 44 | 316 | 42 | 306 | 346 | 260 | 260 | 63 | 187 | 28 | 0 | 32 | 2064 | \$ | 260,698 | - | \$ | 51,120 | \$ | 22,880 | - | \$ | 7,500 | \$ | 8,360 | \$ | 94,353 | \$ | 100 | \$ | 354,952 | | |
| Task 9 - Prepare Bid Documents (New Task) | 0 | 0 | 115 | 28 | 271 | 88 | 258 | 302 | 155 | 155 | 62 | 180 | 20 | 0 | 40 | 1834 | \$ | 206,663 | - | \$ | 23,480 | \$ | 5,560 | - | \$ | 6,400 | \$ | 4,516 | \$ | 150 | \$ | 250,729 | | | | |
| Task 10 - Permits and Approvals (New Task) | 0 | 0 | 64 | 0 | 64 | 4 | 0 | 208 | 24 | 24 | 8 | 172 | 0 | 0 | 0 | 568 | \$ | 71,699 | - | - | - | - | \$ | 24,260 | \$ | 1,500 | - | - | \$ | 27,048 | \$ | 250 | \$ | 96,997 | | |
| Task 11 - Bid Period Services (New Task) | 0 | 0 | 12 | 2 | 42 | 0 | 0 | 4 | 48 | 0 | 36 | 0 | 0 | 0 | 0 | 144 | \$ | 19,755 | - | - | \$ | 12,150 | \$ | 6,480 | - | - | - | \$ | 1,700 | \$ | 21,410 | - | \$ | 41,165 | | |
| TOTAL - ALL TASKS | 190 | 24 | 901 | 164 | 1071 | 188 | 816 | 1368 | 765 | 683 | 275 | 819 | 84 | 36 | 104 | 7408 | \$ | 988,086 | \$ | 9,872 | \$ | 177,290 | \$ | 79,335 | \$ | 24,260 | \$ | 30,100 | \$ | 22,880 | \$ | 860,924 | \$ | 700 | \$ | 1,440,710 |

DRAWING LIST

PUMP STATION REHAB AND UPGRADES

CLACKAMAS WES

The following list of drawings are anticipated for the subject project. Three bid set will be prepared with pump stations grouped as shown. Drawing for each discipline will be organized by facility.

*Denotes drawings to be included with 60% PS&E

Bid Set 1: Clackamas and Timberline Rim Pump Station Improvements (66 drawings)

General (11 drawings)

- Cover*
- General Notes and Legend
- Design Data Table and System Curves*
- Schedule and Sheet Key Plan
- General Erosion Control Notes and Details
- General Civil Details (2 sheets)
- General Mechanical Details (2 sheets)
- Electrical Standard Details
- Instrument Standard Details

Schedule A: Clackamas Pump Station Improvements (30 drawings)

Civil (5 drawings)

- Site Preparations and Bypass Pumping Plan*
- Electrical and Generator Room Demolition Plan*
- Wet Well and Vault Hatch Replacement Plan*
- Site Plan*
- Civil Details

Architectural (1 drawing)

- Roof Plan with Gutter and Downspouts Details

HVAC (3 drawings)

Electrical and Generator Room HVAC Plan and Schedules*
Bathroom HVAC Plan and Schedule*
HVAC Details

Structural (2 drawings)

General Notes & Quality Assurance Plan*
Pump Gantry Plan and Details*

Electrical (9 drawings)

Electrical Legend and Abbreviations*
Electrical Site Plan*
One-Line Diagram*
Electrical Room Power Plan*
Electrical Building*
Electrical Grounding Plan*
Electrical Panel Schedules*
Electrical Circuit Schedule*
Motor Control Diagrams*

Instrumentation & Controls (10 drawings)

P&ID
Control Panel IO List*
Control Panel Layout 1*
Control Panel Layout 2*
Control Panel Power Distribution*
Control Panel Digital Inputs*
Control Panel Digital Outputs*
Control Panel Analog Inputs*
Control Panel Analog Outputs*
Control Demolition Plan

Schedule B: Timberline Rim Pump Station Improvements (25 drawings)

Civil (3 drawings)

Pump Station Site Preparation and Erosion Control Plan*
Bypass Pumping Plan and Details*
Electrical Demolition Plan*

HVAC (3 drawings)

- HVAC Plan and Schedules*
- HVAC Elevations
- HVAC Details

Electrical (9 drawings)

- Electrical Legend and Abbreviations*
- Electrical Site Plan*
- One-Line Diagram*
- Electrical Room Power Plan*
- Electrical Building*
- Electrical Grounding Plan*
- Electrical Panel Schedules*
- Electrical Circuit Schedule*
- Motor Control Diagrams*

Instrumentation & Controls (10 drawings)

- P&ID
- Control Panel IO List*
- Control Panel Layout 1*
- Control Panel Layout 2*
- Control Panel Power Distribution*
- Control Panel Digital Inputs*
- Control Panel Digital Outputs*
- Control Panel Analog Inputs*
- Control Panel Analog Outputs*
- Control Demolition Plan*

Bid Set 2: Gladstone and Sieben Lane Pump Station Improvements (93 drawings)

General (11 drawings)

- Cover*
- General Notes and Legend
- Design Data Table and System Curves*
- Schedule and Sheet Key Plan
- General Erosion Control Notes and Details
- General Civil Details (2 sheets)

General Mechanical Details (2 sheets)
Electrical Standard Details
Instrument Standard Details

Schedule A: Gladstone Pump Station Improvements (48 Drawings)

Civil (10 drawings)

Site Preparation and Erosion Control*
Bypass Pumping Plan and Details
Site Demolition Plan*
Electrical and Generator Room Demolition Plan*
Pump and Intermediate Rooms Demolition Plan*
Wet Well Demolition Plan and Elevation*
Site Plan*
Surfacing and Grading Plan
Force Main Plan and Profile*
Civil Details

Mechanical (9 drawings)

Pump Room Plan and Details*
Pump Room Elevations
Intermediate Room Plan and Details*
Intermediate Room Sections
Bypassing Vault Plan and Sections*
Wet Well Rehabilitation and Coating Plan *
Sump Pump Replacement Plan and Details
Mechanical Details (2 drawings)

HVAC (5 drawings)

Electrical and Pump Room HVAC Plan and Schedules*
Electrical and Pump Room HVAC Elevations
Generator Room HVAC Plan and Schedule*
Generator Room HVAC Elevations
HVAC Details

Structural (5 drawings)

General Notes & Quality Assurance Plan*
Pump Gantry Plan and Details*
Wet Well Platform Elevation and Details*
Influent Manhole Hatch and Railing Plan

Influent Manhole Hatch and Railing Details*

Electrical (9 drawings)

Electrical Legend and Abbreviations*
Power Service Plan*
One-Line Diagram*
Electrical Site Plan*
Electrical Building Plan*
Electrical Grounding Plan*
Electrical Panel Schedules
Electrical Circuit Schedule
Motor Control Diagrams

Instruments & Controls (10 drawings)

P&ID
Control Panel IO List*
Control Panel Layout 1*
Control Panel Layout 2*
Control Panel Power Distribution*
Control Panel Digital Inputs*
Control Panel Digital Outputs*
Control Panel Analog Inputs*
Control Panel Analog Outputs*
Control Demolition Plan

Schedule B: Sieben Lane PS Improvements (34 drawings)

Civil (9 drawings)

Site Preparation and Erosion Control*
Bypass Pumping Plan and Details
Site Demolition Plan*
Electrical Demolition Plan*
Wet Well and Valve Vault Demolition Plan
Site Plan*
Site Piping Plan and Profile*
Grading and Surfacing Plan
Civil Details

Mechanical (4 drawings)

Wet Well Plan and Details*

Wet Well Sections*
Valve Vault Plan and Sections*
Mechanical Details

HVAC (1 drawing)

Electrical Room HVAC Plan and Schedules*

Structural (2 drawings)

General Notes & Quality Assurance Plan*
Generator Foundation Plan and Section*

Electrical (8 drawings)

Electrical Legend and Abbreviations*
One-Line Diagram*
Electrical Site Plan*
Electrical Building Plan*
Electrical Grounding Plan*
Electrical Panel Schedules
Electrical Circuit Schedule
Motor Control Diagrams

Instruments & Controls (10 drawings)

P&ID
Control Panel IO List*
Control Panel Layout 1*
Control Panel Layout 2*
Control Panel Power Distribution*
Control Panel Digital Inputs*
Control Panel Digital Outputs*
Control Panel Analog Inputs*
Control Panel Analog Outputs*
Control Demolition Plan

Bid Set 3: South Welches, Golf Club Terrace, and 82nd Drive Pump Station Improvements (114 Drawings)

General (11 drawings)

Cover*

General Notes and Legend
Design Data Table and System Curves*
Schedule and Sheet Key Plan
General Erosion Control Notes and Details
General Civil Details (2 sheets)
General Mechanical Details (2 sheets)
Electrical Standard Details
Instrument Standard Details

Schedule A: South Welches PS Improvements (45 drawings)

Civil (15 drawings)

Pump Station Site Preparation and Erosion Control*
Cart Path Site Preparation and Erosion Control*
Pump Station Tree Protection Plan*
Cart Path Tree Protection Plan*
Bypass Pumping Plan and Details*
Pump Station Demolition Plan*
Site Plan*
Pump Station Grading and Surfacing Plan*
Pump Station Storm Water Plan and Section*
Cart Path Plan and Profile (2 sheets)*
Cart Path Storm Water Plan and Section (2 sheets)*
Civil Details (2)

Architectural (2 drawings)

Building Roof Section and Details
Architectural Details

Mechanical (3 drawings)

Wet Well and Vault Plan*
Wet Well and Vault Sections*
Mechanical Details

Building HVAC (1 drawing)

Electrical Room HVAC Plan and Schedules*

Structural (2 drawings)

General Notes & Quality Assurance Plan*
Building Roof Framing and Sheathing Plan

Electrical (8 drawings)

Electrical Legend and Abbreviations*
One-Line Diagram*
Electrical Site Plan*
Electrical Building Plan*
Electrical Grounding Plan*
Electrical Panel Schedules
Electrical Circuit Schedule
Motor Control Diagrams

Instruments & Controls (10 drawings)

P&ID
Control Panel IO List*
Control Panel Layout 1*
Control Panel Layout 2*
Control Panel Power Distribution*
Control Panel Digital Inputs*
Control Panel Digital Outputs*
Control Panel Analog Inputs*
Control Panel Analog Outputs*
Control Demolition Plan

Landscape (4 drawings)

Cart Path Swale and Landscape Plan (2 drawings)*
Pump Station Landscape Plan*
Landscape Details

Schedule B: Golf Club Terrace PS Improvements (32 Drawings)

Civil (6 drawings)

Pump Station Site Preparation and Erosion Control*
Bypass Pumping Plan and Details*
Pump Station Demolition Plan*
Site Plan*

Surfacing and Grading Plan
Civil Details

Architectural (2 drawings)

Building Roof Demolition and Roof Plan
Building Roof Section and Details

Mechanical (3 drawings)

Wet Well and Vault Plan*
Wet Well and Vault Sections*
Mechanical Details

Building HVAC (1 drawing)

Electrical Room HVAC Plan and Schedules*

Structural (2 drawings)

General Notes & Quality Assurance Plan*
Building Roof Framing and Sheathing Plan

Electrical (8 drawings)

Electrical Legend and Abbreviations*
One-Line Diagram*
Electrical Site Plan*
Electrical Building Plan*
Electrical Grounding Plan
Electrical Panel Schedules
Electrical Circuit Schedule
Motor Control Diagrams

Instruments & Controls (10 drawings)

P&ID
Control Panel IO List*
Control Panel Layout 1*
Control Panel Layout 2*
Control Panel Power Distribution*

Control Panel Digital Inputs*
Control Panel Digital Outputs*
Control Panel Analog Inputs*
Control Panel Analog Outputs*
Control Demolition Plan

Schedule C: 82nd Drive PS Improvements (26 drawings)

Civil (5 drawings)

Pump Station Site Preparation and Erosion Control*
Bypass Pumping Plan and Details*
Site Plan*
Surfacing and Grading Plan
Civil Details

Mechanical (3 drawings)

Wet Well and Vault Plan*
Wet Well and Vault Sections*
Mechanical Details

Electrical (8 drawings)

Electrical Legend and Abbreviations*
One-Line Diagram*
Electrical Site Plan*
Electrical Building Plan*
Electrical Grounding Plan*
Electrical Panel Schedules
Electrical Circuit Schedule
Motor Control Diagrams

Instruments & Controls (10 drawings)

P&ID
Control Panel IO List*
Control Panel Layout 1*
Control Panel Layout 2*
Control Panel Power Distribution*
Control Panel Digital Inputs*
Control Panel Digital Outputs*
Control Panel Analog Inputs*
Control Panel Analog Outputs*
Control Demolition Plan

ATTACHMENT B

TECHNICAL SPECIFICATIONS

PUMP STATION REHAB AND UPGRADES

CLACKAMAS COUNTY WES

The following list of specifications are anticipated for the subject project. These specifications will be included in each of the three bid sets that will be prepared under the design scope of work.

*Denotes specifications that will be edited specifically for each of the three bid sets that will be prepared.

(60) Denotes specifications developed for 60% design submittal for construction work sequencing and major equipment.

| Section | Title | Page Ct. |
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| <i>Division 01 – General Requirements</i> | | |
| 01 10 00 | Summary of Work* (60) | 1-17 |
| 01 12 16 | Work Sequence * (60) | 1-8 |
| 01 22 20 | Unit Price Measurement and Payment* (60) | 1-3 |
| 01 33 00 | Submittal Procedures (60) | 1-11 |
| 01 45 00 | Quality Control* (60) | 1-5 |
| 01 56 39 | Temporary Tree and Plant Protection (60) | 1-5 |
| 01 57 19.11 | Temporary Sewage Control and Bypass Piping* (60) | 1-6 |
| 01 75 16 | Testing, Training and System Start-Up (60) | 1-8 |
| <i>Division 02 - Existing Conditions</i> | | |
| 02 30 00 | Subsurface Investigation* | 1-1 |
| 02 41 00 | Demolition | 1-7 |
| <i>Division 03 - Concrete</i> | | |
| 03 01 30.71.11 | Concrete Rehabilitation | 1-8 |
| 03 11 00 | Concrete Work | 1-27 |
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Division 05 - Metals

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| 05 50 00 | Metal Fabrications* | 1-20 |
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Division 07 - Thermal and Moisture Protections

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| 07 41 13 | Metal Roof Panels | 1-4 |
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| 08 91 19 | Fixed Louvers | 1-5 |
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Division 09 - Finishes

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| 09 90 00 | Painting and Coating | 1-20 |
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Division 10 – Specialties

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Division 23 – Heating, Ventilating, and Air Conditioning (HVAC)

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| 23 05 93 | Testing, Adjusting, and Balancing for HVAC | 1-4 |
| 23 09 13 | Instrumentation and Control Devices for HVAC | 1-7 |
| 23 31 13 | Air Ducts and Accessories | 1-22 |
| 23 34 00 | HVAC Fans* (60) | 1-11 |

Division 26 - Electrical

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| 26 05 19 | Low-Voltage Electrical Power Conductors and Cables | 1-6 |
| 26 05 26 | Grounding and Bonding for Electrical Systems | 1-5 |
| 26 05 29 | Electrical Hangers and Supports for Electrical Systems | 1-10 |
| 26 05 33 | Raceway and Boxes for Electrical Systems | 1-8 |
| 26 05 53 | Identification for Electrical Systems | 1-5 |
| 26 24 19 | Motor Control Equipment* (60) | 1-16 |

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| 26 27 00 | Service and Distribution | 1-6 |
| 26 27 16 | Cabinets and Enclosures* (60) | 1-3 |
| 26 27 26 | Wiring Devices | 1-3 |
| 26 29 23 | Variable Frequency Drives (60) | 1-14 |
| 26 32 13 | Standby Power System* (60) | 1-14 |
| 26 35 26 | Active Harmonic Filter | 1-7 |
| 26 50 00 | Lighting | 1-4 |

Division 31 - Earthwork

| | | |
|----------|-----------------------------------|------|
| 31 05 13 | Soils for Earthwork | 1-5 |
| 31 05 16 | Aggregates for Earthwork | 1-6 |
| 31 10 00 | Site Clearing | 1-8 |
| 31 22 13 | Rough Grading | 1-4 |
| 31 23 16 | Excavation | 1-8 |
| 31 23 17 | Trenching | 1-22 |
| 31 23 18 | Rock Removal | 1-4 |
| 31 23 19 | Dewatering* | 1-4 |
| 31 23 23 | Fill | 1-8 |
| 31 23 24 | Flowable Fill | 1-6 |
| 31 50 00 | Excavation Support and Protection | 1-5 |

Division 32 - Exterior Improvements

| | | |
|----------|-----------------------------|-----|
| 32 11 23 | Aggregate Base Courses | 1-6 |
| 32 12 16 | Asphaltic Concrete Pavement | 1-6 |

Division 33 - Utilities

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| 33 01 30.13 | Sewer and Manhole Testing | 1-8 |
| 33 05 13 | Manholes | 1-13 |
| 33 05 17 | Precast Concrete Vaults * | 1-7 |
| 33 11 50 | Existing Pipe Abandonment | 1-4 |
| 33 13 00 | Testing of Utility Piping | 1-5 |

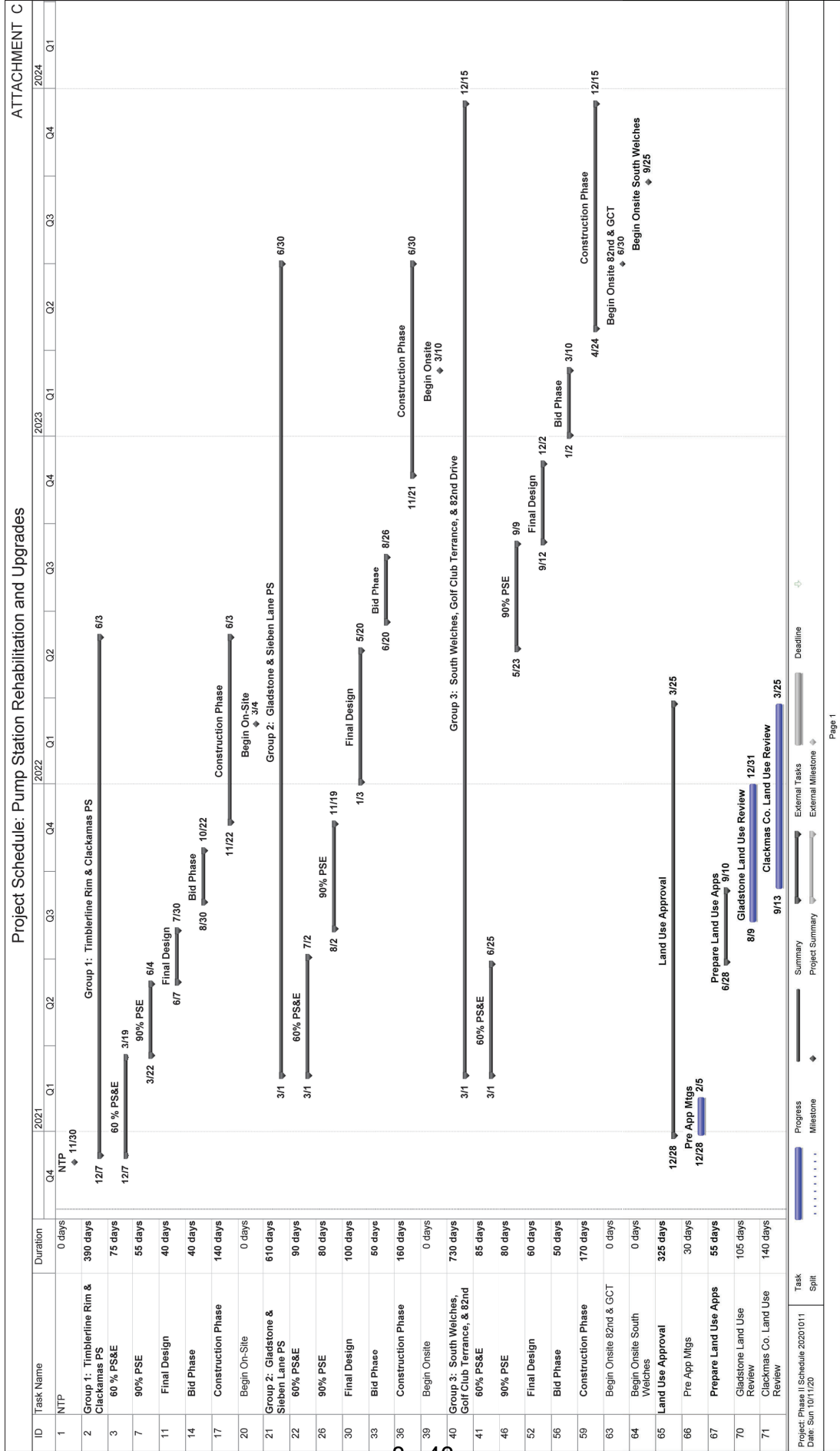
Division 40 - Process Integration

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| 40 05 13 | Common Work Results for Process Piping | 1-18 |
| 40 05 23 | Common Work Results for Process Valves | 1-7 |
| 40 05 23.15 | Gate Valves | 1-3 |
| 40 05 23.21 | Plug Valves | 1-4 |
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| 40 05 23.72 | Miscellaneous Valves* | 1-6 |
| 40 91 00 | Process Instrumentation and Control* (60) | 1-4 |

| | | |
|----------|---------------------------------------|------|
| 40 91 07 | Level Detection Devices | 1-3 |
| 40 91 08 | Submersible Level Sensor | 1-3 |
| 40 91 09 | Pressure Detection Devices | 1-3 |
| 40 91 10 | Combustible Gas Detector | 1-7 |
| 40 91 11 | Air Flow Switches | 1-2 |
| 40 91 12 | Intrusion Detection Switches | 1-2 |
| 40 91 13 | Alarm Indicators | 1-2 |
| 40 91 14 | Smoke Detectors | 1-2 |
| 40 91 23 | Flow Process Measurement Devices (60) | 1-7 |
| 40 92 00 | Control Panels and Components* | 1-26 |
| 40 93 00 | Control Strategy* | 1-6 |
| 40 95 11 | PLC Control System Hardware* | 1-7 |

Division 43 - Process Gas & Liquid Handling

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| 43 21 00 | Liquid Pumps | 1-6 |
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Section 9

82nd Drive Pump Station

9.1 Introduction

This section summarizes the findings from the evaluation of the 82nd Drive Pump Station, recommendations made to address deficiencies, and the selected improvements including estimated construction costs.

9.2 Facility Description and Flow Summary

9.2.1 Facility Description

The 82nd Drive Pump Station is located within ODOT right-of-way, within the City of Gladstone. The facility serves the portion of the City that is located east of Interstate 205 (I-205).

The facility was originally constructed in 1978 and appears to have most of its original equipment. The pump station includes 5-hp self-priming pumps in a package station sitting on top of a 6-foot diameter wet well. The existing 5-inch diameter force main is constructed of unknown material and record drawing note the force main was installed by slip lining an original pipe. The force main crosses under I-205 and discharges to a manhole just east of the intersection of Princeton and Arlington.

9.2.2 Firm Capacity and Flow Projections

Existing firm capacity and flow projections reported in the City of Gladstone 2017 SSMP are shown in **Table 9-1** below.

Table 9-1 | 82nd Drive Pump Station Flow Summary

| Flow Condition | Flow Rate, MGD (gpm) | Evaluation Comments |
|----------------------------|----------------------|--|
| Existing Firm Capacity | 0.2 (170) | Pumping capacity with the largest pump out of service. |
| 2020 Dry Weather Flow | 0.04 (34) | Dry weather flows are used to estimate force main detention time |
| 2020 Wet Weather Peak Hour | 0.04 (34) | Existing peak hour flows reported. |
| 2040 Wet Weather Peak Hour | 0.04 (34) | Basin area is built out. |

9.3 Facility Evaluation

The evaluation scope and performance criteria outlined in **Section 2** were applied. A summary of the pump station evaluation findings, recommendations, and alternatives considered are presented by System Group in the following sections. Each recommendation is labeled as either a primary or secondary improvement.

9.3.1 Process Equipment

Table 9-2 below summarizes the observations and findings of the Process Equipment system and the improvement recommendations for each system subgroup.

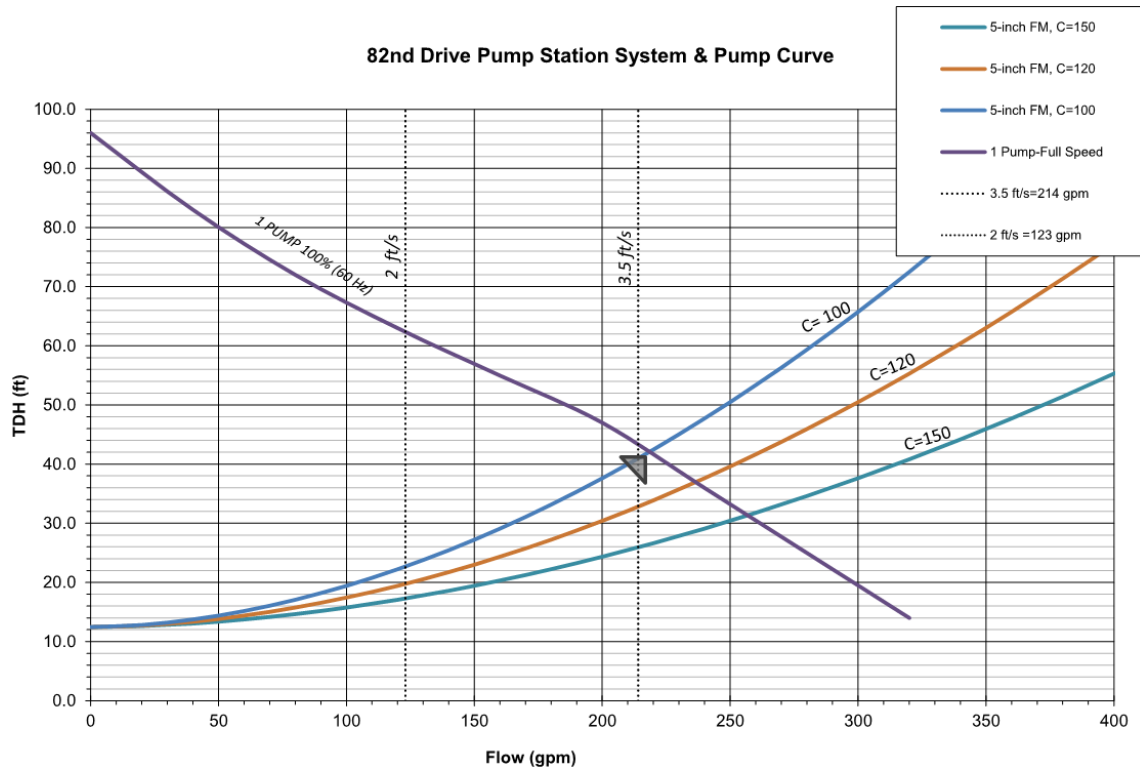
Table 9-2 | Process Equipment Findings and Recommendations

| System Subgroup | Evaluation Scope | Observations and Findings | Improvement Recommendations |
|------------------------|------------------------------|--|--|
| Pump and Appurtenances | Firm Capacity | Existing firm capacity exceeds projected flows. | Primary: Replace pumps and convert to a submersible duplex installation with Flygt 4-hp N3085. |
| | Condition and Serviceability | Existing 5 hp vacuum-priming pumps are original, have been rebuilt regularly. Approaching end of useful life. Staff report frequent maintenance needs. | |
| Process Piping | Pipe Size | Existing fluid velocity at existing pumping rate: 3-inch diam individual vertical discharge – 9 ft/s (within range) 4-inch diam header – 5 ft/s (within range) | Primary: Replace process piping based on condition as part of conversion to a submersible pump station. |
| | Condition | Process valves and fittings are original and have visible corrosion in several locations. | |
| Process Valves | Condition | Process valves are original and have visible corrosion in several locations. | Primary: Replace process piping based on condition as part of conversion to a submersible pump station. |
| Force Main Piping | Pipe Size | 5-inch diam force main has capacity to convey the peak flows. | Investigate for possible hydrogen sulfide corrosion in the discharge manhole and downstream sewer. Consider need for corrosion protection. |
| | Detention Time | 53 minutes; exceeds DEQ recommendations | |

9.3.1.1 Pumps and Appurtenances

The hydraulic system curve and preliminary pump selection for the recommended pump improvements are shown in **Figure 9-1** below. The pumping capacity was selected to create 3.5 ft/s of fluid velocity in the force main. These curves are for preliminary design purposes only and will be refined in detailed design.

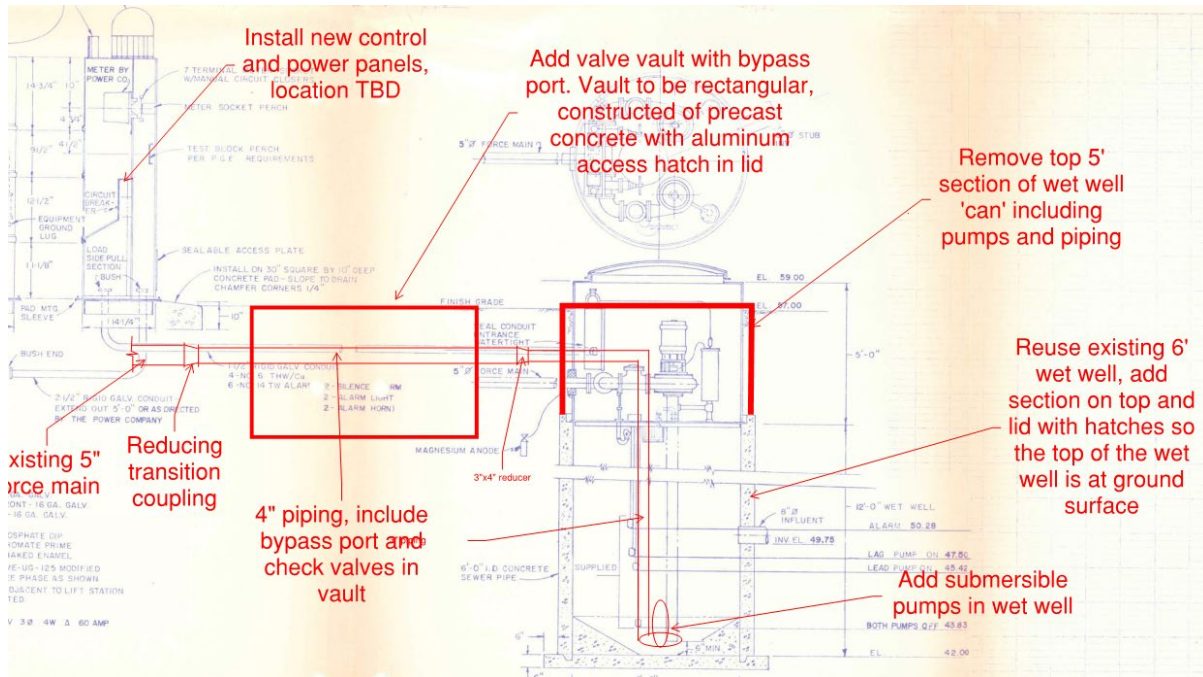
Figure 9-1 | Hydraulic System and Pump Curve



9.3.1.2 Process Piping

An illustration of the recommended conversion to a submersible pump station is shown in **Figure 9-2**.

Figure 9-2 | Conceptual Submersible Pump Station Section



9.3.2 Hydraulic Structures

Table 9-3 below summarizes the observations and findings of the Hydraulic Structure system and the improvement recommendations. The only hydraulic structure at this pump station is the wet well, so other subgroups are not listed.

Table 9-3 | Hydraulic Structure Findings and Recommendations

| System Subgroup | Evaluation Criteria | Observations and Findings | Improvement Recommendations |
|-----------------|---------------------|--|---|
| Wet Well | Condition | Unable to access the wet well to inspect. | Primary: Convert wet well to accommodate submersible pumps by constructing an upper section, top slab, and access hatch. |
| | Volume | Available operating volume of 1,000 gallons is sufficient. | |

9.3.3 Site

Table 9-4 below summarizes the observations and findings of the Site system and the improvement recommendations for each system subgroup.

Table 9-4 | Site Findings and Recommendations

| System Subgroup | Evaluation Scope | Observations and Findings | Improvement Recommendations |
|--------------------|---|--|---|
| Vehicle Access | Vehicle maneuverability | Driveway 15 feet wide by 600 feet long. Vehicles access to the site is difficult due to the driveway location and slopes. Utility trucks can turn around on site, but a vactor truck cannot. | Secondary: Improve driveway grades to improve access at existing location. |
| | Parking | Adequate parking for maintenance vehicles on site. | |
| Site Drainage | Site drainage | No improved drainage system, with minor ponding in potholes. | Secondary: Place aggregate surfacing to level out area. |
| | Soil erosion | No soil erosion observed. | |
| Flood Plain Review | N/A: The pump station is not located within a flood plain area. | | |
| Surfacing | Surfacing Type | Gravel surfacing. | Secondary: Place aggregate surfacing to level out area. |
| | Support vehicle loads | No observed issues caused by vehicle loading. | |
| | Condition | Driveway and surfacing have some potholing. | |
| Security | Security features | Lock on existing pump station hatch. | Secondary: Install WES-standardized security system. |

9.3.3.1 Driveway Access Improvements

The pump station driveway enters the northbound lane of 82nd Drive at the intersection with Edgewater Road. The driveway intersects 82nd Drive at such an acute angle and drop from the road that vehicles cannot access the site from this direction. Operations staff currently access the site either from southbound 82nd Drive, or from Edgewater Road. The driveway access is illustrated in **Figure 9-3**.

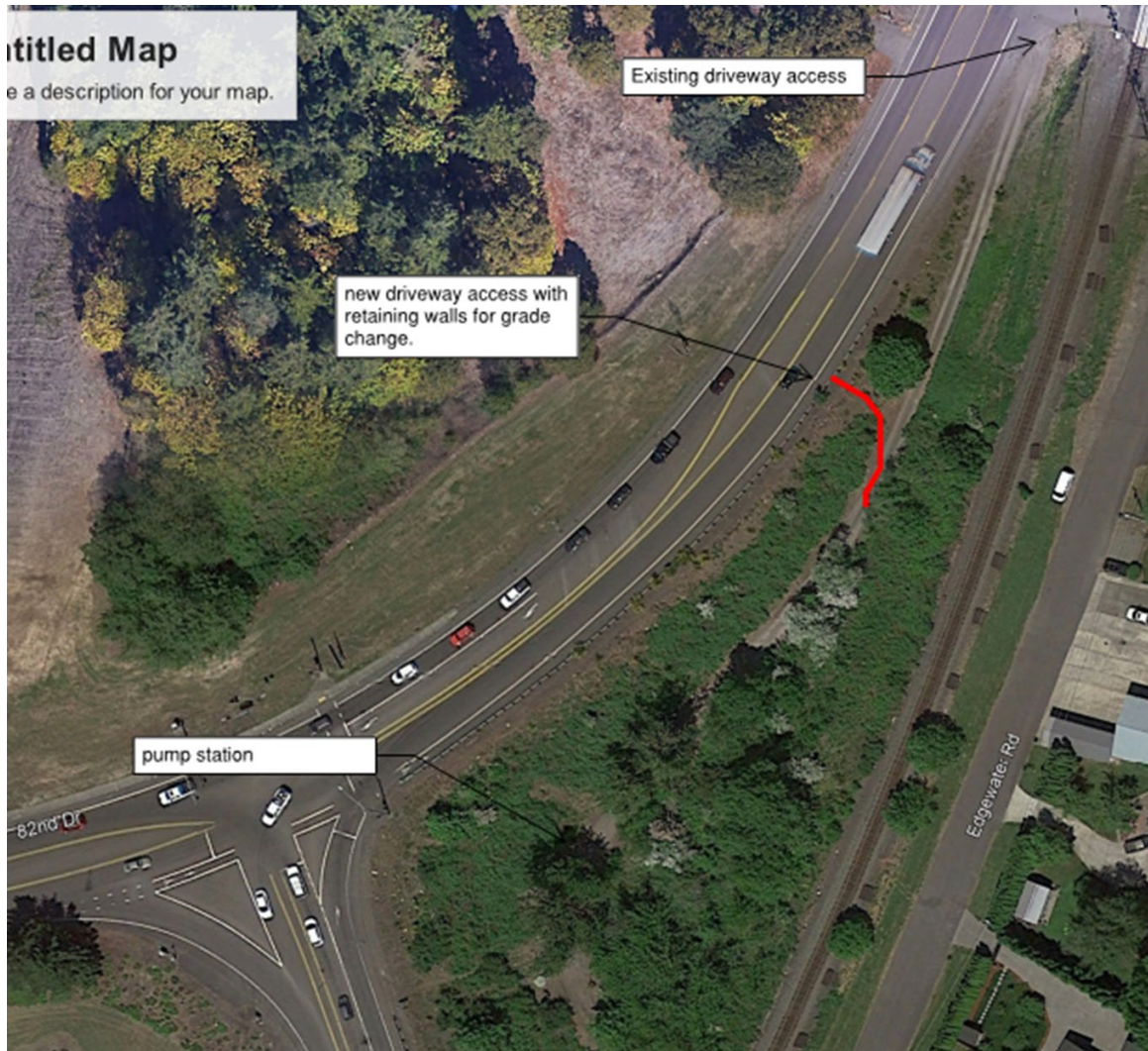
To correct this access issue, a significant and costly realignment of the driveway would be needed to create a driveway approach to 82nd Drive at a right angle and would require retaining walls to bring the driveway up to the road grade. **Figure 9-4** illustrates a potential location that may satisfy these requirements.

Conceptual capital cost estimates to relocate the driveway approached \$100,000. WES staff considered the options but has opted not to change the driveway configuration at this time due to the significant cost and low criticality of this facility.

Figure 9-3 | Pump Station Driveway at 82nd Drive (Looking South from Edgewater)



Figure 9-4 | Conceptual Driveway Realignment



9.3.4 Mechanical Systems

There is no Mechanical system equipment at this pump station.

9.3.5 Electrical and Controls

Table 9-5 below summarizes the observations and findings of the Electrical and Controls system and the resulting recommendations for each system subgroup.

Table 9-5 | Electrical and Controls Findings and Recommendations

| System Subgroup | Evaluation Scope | Observations and Findings | Improvement Recommendations |
|------------------------------|---------------------------------|---|---|
| Power Service | Capacity | 100-amp, 240 volt, 3-phase service is adequate. | Primary: Replace the meter install a pump disconnect panel. Relocate both closer to the pump station if required by utility. |
| | Condition | The meter and disconnect enclosures have moderate corrosion. | |
| Generator and ATS | Capacity | The station does not have a permanent on-site generator and no ATS. The site is equipped with manual transfer switch (MTS) and portable generator plug. A portable generator can be deployed within 30 minutes. | Secondary: Replace the MTS based on condition. |
| | Condition and obsolescence | The MTS has visible corrosion. | |
| Motor Control Center | Meets electrical clearance code | Package pump station does not meet current NEC clearances. | Primary: Install new control panel with pump starters. |
| | Condition and obsolescence | Electrical gear has visible corrosion. | |
| Controls and Instrumentation | Condition and obsolescence | Level control by float system, no back up control system. Pump flows and pressures are not monitored. | Primary: Modernize control and monitoring systems. Standardized sensors and meters will be established in detailed design. |
| Lighting and Outlets | Condition | There are no lights present at this site. | Secondary: Install vandal proof lighting to improve security around the site. |

Preliminary one-line and P&ID diagrams are included in **Appendix D** to summarize the anticipated power loads and process controls and instrumentation. These will be updated during the design phase to reflect the final equipment and process control selections.

9.3.6 Building

No Building system is present at the facility.

9.3.7 Safety

Table 9-6 below summarizes the observations and findings of the Safety system and the improvement recommendations for each system subgroup.

Table 9-6 | Safety Findings and Recommendations

| System Subgroup | Evaluation Scope | Observations and Findings | Improvement Recommendations |
|-----------------------|-----------------------|---|-----------------------------|
| Fall Protection | Fall hazards per OSHA | The facility has no unprotected fall conditions. | No action needed. |
| Hazardous Environment | NFPA 820 | No NFPA 820 deficiencies were identified at the pump station. | No action needed. |

9.4 Cost of Selected Improvements

The preliminary cost estimate for the selected primary and secondary improvements is shown in Table 9-7.

Table 9-7 | Cost Estimate of Selected Improvements

| 82nd Drive Improvement Options List | | | | | | |
|---|------------|-------------------------|--|-----|------|-------------------|
| Item No | Importance | Group | Subgroup Improvement Description | Qty | Unit | Total Cost |
| 1 | Primary | Base | Baseline Construction Cost | 1 | LS | \$ 106,818 |
| 2 | Primary | Process | Pumps and Appurtenances | 1 | LS | \$ 35,961 |
| 3 | Primary | Process | Pump Station Mechanical | 1 | LS | \$ 32,204 |
| 4 | Primary | Hydraulic Systems | Wetwell Extension and New Valve | 1 | LS | \$ 54,865 |
| 5 | Secondary | Site improvements | Gravel Surfacing | 1 | LS | \$ 19,907 |
| 8 | Primary | Electrical and Controls | Power Service | 1 | LS | \$ 10,000 |
| 9 | Secondary | Electrical and Controls | Install MTS and Generator Plug | 1 | LS | \$ 8,000 |
| 10 | Primary | Electrical and Controls | Motor Control Center | 1 | LS | \$ 71,800 |
| 11 | Primary | Electrical and Controls | Controls and Instrumentation | 1 | LS | \$ 24,330 |
| 12 | Secondary | Electrical and Controls | Lighting and Outlets | 1 | LS | \$ 2,500 |
| Construction Cost of all Improvement Options | | | | | | \$ 366,385 |
| | | | <i>Direct Cost of Primary Improvements</i> | | | \$ 335,978 |
| | | | <i>General Conditions</i> | 10% | | \$ 33,598 |
| | | | <i>Overhead and Profit</i> | 15% | | \$ 50,397 |
| | | | Construction Subtotal | | | \$ 419,973 |
| | | | <i>Contingency</i> | 30% | | \$ 125,992 |
| | | | Construction Total | | | \$ 545,965 |
| | | | <i>Direct Cost of Secondary Improvements</i> | | | \$ 30,407 |
| | | | <i>General Conditions</i> | 10% | | \$ 3,041 |
| | | | <i>Overhead and Profit</i> | 15% | | \$ 4,561 |
| | | | Construction Subtotal | | | \$ 38,009 |
| | | | <i>Contingency</i> | 30% | | \$ 11,403 |
| | | | Construction Total | | | \$ 49,412 |
| | | | Total Cost | | | \$ 595,377 |

City of Gladstone Staff Report

Report Date : May 24, 2022
Meeting Date : June 14, 2022
To : Jacque Betz, City Administrator
Mayor and City Council
From : Darren Caniparoli, Public Works Director

Agenda Item:

Approval of an Intergovernmental agreement (IGA) between Water Environmental Services (WES) and the City of Gladstone for the Maintenance of the 82nd Drive Pumpstation.

History/Background:

The 82nd Drive Pump Station was installed by the City in the late 1970's, While the City is the owner of the Pump Station, WES has assisted the City with performance of routine maintenance and operation of the Pump Station over the past several decades.

In the past the City of Gladstone was billed for labor hours of maintenance performed at the pump station, though due to changes in the WES billing system the City is no longer being billed as employee hours are no longer tracked by specific pump station activities. The proposed IGA is attached as Exhibit A. The City Council held a work session on this agreement April 26, 2022 and since there were no concerns with moving forward staff has prepared this for the consent agenda.

Cost Impact:

The City will reimburse WES for maintenance costs and materials for ongoing maintenance. WES is not able to currently provide the City with an estimate of ongoing maintenance cost as this has not been accurately captured, maintenance cost will vary based on work performed. Reimbursement claimed will be allocated out of the sanitary operations and maintenance budget.

Options:

- Option 1: Approve the IGA with WES continuing services for maintenance of the 82nd Dr. pumpstation.
- Option 2: Do not approve the IGA with WES and determine another avenue to maintain the 82nd Dr. pumpstation

Recommended Staff Action:

Staff recommend approving the IGA with WES ensuring the continued functionality of the 82nd pumpstation which is a vital part of the City's infrastructure.

| | | | |
|---|---|--|---|
|  |  |  |  |
| Department Head Signature | Date | City Administrator Signature | Date |

**INTERGOVERNMENTAL AGREEMENT
BETWEEN WATER ENVIRONMENT SERVICES
AND THE CITY OF GLADSTONE
FOR MAINTENANCE OF THE 82nd DRIVE PUMP STATION**

THIS AGREEMENT (this “Agreement”) is entered into and between Water Environment Services (“District”), an intergovernmental entity formed pursuant to Oregon Revised Statutes Chapter 190, and the City of Gladstone (“City”), a political subdivision of State of Oregon, collectively referred to as the “Parties” and each a “Party.”

RECITALS

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

The 82nd Drive Pump Station was installed by the City in the late 1970’s, identified more specifically in Exhibit A (“Pump Station”). While the City is the owner of the Pump Station, the District has assisted the City with performance of routine maintenance and operation of the Pump Station over the past several decades.

This Agreement is intended to document the responsibilities of the Parties as it relates to the ongoing responsibilities for routine maintenance and operation of the Pump Station.

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

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2032, whichever is sooner. The Parties may agree to extend this Agreement for an additional five year term upon a writing signed by both Parties.
2. **Obligations of the District.** The District agrees to do the following:
 - A. Maintain the Pump Station as a part of District’s Supervisory Control and Data Acquisition (“SCADA”) monitoring system and respond to callouts at the Pump Station. If there is a power loss at the Pump Station and the City has not yet installed permanent backup power, District will utilize best efforts to provide a backup generator to maintain operation.
 - B. Perform weekly site visits to the Pump Station to conduct the following tasks:
 - i. Visual inspection for normal operation.
 - ii. Check pump run time reading, record run time readings and compare against previous week’s readings.
 - C. On a monthly basis, check that alarm floats and telemetry are functional, and clean the wet well as needed.
 - D. Routine replacement of minor parts such as oil, floats, gaskets, and switches. All other part replacements and upgrades are the responsibility of the City.

- E. Maintain the access road to the Pump Station (i.e. bring in crushed rock, keep road clear, etc.).
 - F. As soon as reasonably possible, notify the City of any unusual or unforeseen circumstances that will cause the costs for work performed by District under this Agreement to exceed the typical costs incurred for such work. In such situations, the Parties will jointly determine the most cost-effective way to address such unusual or unforeseen circumstances.
 - G. Provide on-call services upon request by the City and agreement by the District. The District may submit an invoice for services rendered pursuant to this provision upon completion of the work.
3. **Obligations of the City.** The City agrees to the following:
- A. The Parties agree that the Pump Station is in need of rehabilitation in order to maintain functionality and is considered essential to the District agreeing to perform maintenance on the Pump Station into the future. Currently, the Parties have an intergovernmental agreement for District to assist the City with performance of the rehabilitation work ("Rehab IGA"). If the City exercises its discretion in the Rehab IGA to cancel or not perform the rehabilitation work on the Pump Station, then the District may terminate this IGA upon thirty (30) days' notice to the City.
 - B. The City will ensure the Pump Station has adequate access to electricity, including but not limited to, maintaining direct power from PGE, paying electricity bills, and making any necessary repairs to ensure ongoing electricity required by this section.
 - C. The City will maintain responsibility for necessary upgrades to the Pump Station so that it remains functional.
 - D. The City will reimburse District for reasonable maintenance costs incurred by WES pursuant to Section 2(A) above.
 - E. The City will provide District prior notice if City intends to perform any work on the Pump Station that may affect District's ability to perform its obligations under this Agreement. The District is not responsible for any claims or expenses that result from the District's inability to access the Pump Station or failure of the Pump Station to operate correctly.
 - F. As owner of the Pump Station, accept responsibility for all other tasks or obligations associated with the Pump Station not specifically agreed to above by the District.
 - G. The City is responsible for compliance with all legal and regulatory requirements associated with the Pump Station.
4. **Payment.** Unless otherwise specified, the District shall submit quarterly invoices for work performed in accordance with this Agreement. Invoices shall describe all work performed for which reimbursement is claimed. Payments shall be made to District following the City's review and approval of invoices submitted by District, but in any event undisputed charges will be paid within 30 days of receipt of the invoice. The District shall charge its standard full rate on a time and materials basis, subject to any limitations in this Agreement.
5. **Representations and Warranties.**
- A. *City Representations and Warranties:* City represents and warrants to District that City has the power and authority to enter into and perform this Agreement, and this

Agreement, when executed and delivered, shall be a valid and binding obligation of City enforceable in accordance with its terms.

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

6. Termination.

- A. Either the District or the City may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the District or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The District or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Either Party may terminate this Agreement in the event the that Party fails to receive expenditure authority sufficient to allow that Party, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the Party is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

- 7. **Indemnification.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the District agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon regulatory violations as well as damages or injuries to persons or property caused by the negligent or willful acts or omissions of the District or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the District has a right to control related to work performed under this Agreement. Notwithstanding the above, the

District shall not be responsible for indemnifying the City against any claims or fines of any nature arising from a lack of compliance with the Clean Water Act, Oregon Revised Statutes, or any other state or federal legal or regulatory requirements, unless and to the extent caused by the negligent or willful acts or omissions of District or its officers, elected officials, employees, agents, or its subcontractors or anyone over which the District has a right to control related to work performed under this Agreement.

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

8. **Insurance.** Each Party agrees to furnish the other Party with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the other Party and, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, the Party shall provide documentation to the other Party of the Party's self-insured status by completing the Self-Insurance Certification form provided by the other Party.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

- A. District Field Operations Supervisor or their designee will act as liaison for the District.

Contact Information:

Water Environment Services
15941 S Agnes Ave
Oregon City, OR 97045
Phone: 503-557-2802
Email: kbean@clackamas.us

Darren Caniparoli or their designee will act as liaison for the City.

Contact Information:

City of Gladstone Public Works
18595 Portland Ave.
Gladstone, OR 97027
Phone: 503-656-7957
Email: caniparoli@ci.gladstone.or.us

10. General Provisions.

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

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

- E. **Work Product.** Reserved.
- F. **Hazard Communication.** Each Party shall notify the other Party prior to using products containing hazardous chemicals to which the other Party's employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon District's request, City shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to

create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

- L. **No Third-Party Beneficiary.** City and District are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- M. **Subcontract and Assignment.** Neither Party shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the other Party, which shall be granted or denied in the other Party's sole discretion. A Party's consent to any subcontract or assignment shall not relieve the other Party of any of its duties or obligations under this Agreement.
- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (S), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. **Time is of the Essence.** City agrees that time is of the essence in the performance this Agreement.
- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. **Force Majeure.** Neither City nor District shall be held responsible for delay or default caused by events outside of the City or District's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, City shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- T. **Confidentiality.** Reserved.
- U. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

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

Water Environment Services

City of Gladstone

Chair

Date

Date

Exhibit A – Pump Station Map

The 82nd Drive Pump Station is located just northeast of the I205N Exit 11 off ramp to 82nd Drive. It is located within ODOT ROW accessible by a dirt road from the unnamed access street to Edgewater Road.



City of Gladstone

Staff Report

Report Date : June 6, 2022
Meeting Date : June 14, 2022
To : City Administrator Betz, Gladstone City Council.
From : Darren Caniparoli, Public Works Director.

AGENDA ITEM

Approve the contract for the Gladstone Fire Station Remodel Project to Petra Design Build, LLC.

History/Background

On August 10th, 2021, the Gladstone City Council approved the motion to move forward with receiving bids for the proposed remodel of the Gladstone Fire Station to add crew quarters.

In October of 2021 the first "Request for Proposal" (RFP) resulted in no qualified bids. A secondary RFP was posted in December of 2021, one bid was received. The bid amount from the second solicitation received from Deacon Construction, LLC was \$293,929.00. Considering Council concerns of cost containment to the original proposed \$150,000.00 staff met with representatives from Deacon to value engineer the estimate. A revised bid of \$227,933.00 was provided showing an overall reduction in cost of \$65,996.00, unfortunately Deacon was unable to fulfill the contract and withdrew.

A third RFP was posted and produced four qualifying bids, the low bidder was Petra Design Build, LLC who submitted a bid in the amount of \$174,890.00. If approved, current contract timeline estimates are to have the remodel completed in approximately 12 weeks.

Based on the bids received prior to the third RFP staff worked to value engineer the remodel project due to the significant rise in costs; appliances were removed from the project as to reduce areas of potential markup. As a result of this cost saving measure the city will need to purchase appliances which are currently estimated to cost \$13,000.00, the contractor will be responsible for installation.

The proposed station remodel will result in increased response times from the 24-hour staffing within the station, including crew quarters for up to four firefighters. It will also provide an additional shower for firefighters to complete decontamination faster after exposures (body fluids, chemicals, products of combustion/carcinogens, etc.). Upgraded flooring and surfaces will support decontamination and sanitation and the improved kitchen will support the rehabilitation and nutritional needs of firefighters. Additionally, infrastructure and protection upgrades to data, security and fire systems will help extend the life of the facility well into the next decade.

Cost Impact

The cost of the Gladstone Fire Station Remodel Project is: \$174,890.00, the Public Works Department will place a contingency equal to 25% of the contract (\$43,722.50) on this project, based on the volatility of the current construction market; for a contract price that is Not to Exceed \$218,612.50.

This project if approved will be funded with dedicated capital funds in the Fire Department budget that were secured from the sale of the Ladder Truck for \$350,00.00. Additionally, the monthly expense for the apartment which currently serves as crew quarters of \$1,050.00 per month will end at the completion of the remodel.

Recommended Staff Action

Staff recommends approving the award of the bid to Petra Design Build, LLC by making the following motion:

"I move to award the bid for the Gladstone Fire Station Remodel Project to Petra Design Build, LLC., for the not to exceed cost of \$218,612.50".


Darren Caniparoli, Public Works Director
Signature Date


Jacques Betz, City Administrator
Signature Date



Public Improvement Contract

Project Name: Gladstone Fire Station Remodel Project

Contractor Information

Business Name: Petra Design Build, LLC.

Contractor Contact/ Project Manager: Eli Kimmel Email: Eli@PetraDesignBuild.com

Address: 29030 SW Town Center Loop East # 202 Wilsonville, OR 97070

Phone Number: 503.858.9437

Federal Tax ID Number: 86-3399808

Metro or Gladstone Business License Number: Pnd GBL

Oregon CCB Number: 235866

This Public Improvement Contract ("Contract") is made by the City of Gladstone, Oregon and **Petra Design Build, LLC.** ("Contractor") to provide construction services on the following:

The parties agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor will complete all Work as specified or indicated in the Contract Documents or reasonably inferable as necessary to produce the results intended by the Contract Documents. The Work is generally described as follows: Interior remodel of the Gladstone Fire Station as per project description and Scope of Work which is attached as Exhibit A

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Furnish all labor, equipment and material required to complete the interior remodel of the Gladstone Fire Station per plan and Scope of Work.

ARTICLE 3 – ENGINEER/PM

- 3.01 The Project has been designed by Iselin Architects P.C. and the City of Gladstone Public Works Department. The Owner may designate a Project Manager to act as the Owner's representative and assist Owner in managing the Project.

- a. **The City's Representative is:** Darren Caniparoli, Public Works Director

- b. **Contractors Representative is:** Eli Kimmel, Petra Design Build
- c. A party may change its designated representative upon 30 days' written notice to the other party.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time is of the essence and all time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Unless Owner otherwise agrees in writing and in conformance with the General Conditions, Contractor will abide by the following Contract and "Work" Time Dates:

Contract and "Work" Time Dates:

| | |
|------------------------------------|--------|
| Contract Start Date: | XXXXX |
| Anticipated Start Date: | XXXXX |
| Anticipated Final Completion Date: | XXXXXX |

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner will pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to a Lump Sum of: **\$218,612.50** (which includes a 25% contingency) All specific cash allowances are included in this price and have been computed in accordance with the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 Contractor shall submit and Owner will process Applications for Payment in accordance with the General Conditions.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in the General Conditions will bear interest at the rate specified in ORS 279C.570.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Solicitation Documents or other Owner-furnished documents, if any.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to its general condition.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), if any, that have been identified in the Contract Documents; and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the Site that may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures or construction to be employed by Contractor, including any specific means, methods, techniques, sequences and procedures of construction expressly required by the Contract Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of other work, if any, to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- I. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and their written resolution, if any, is acceptable to Contractor.
- J. The Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

- 9.01 The Contract Documents are specifically defined in the General Conditions. The “General Conditions for Small Public Improvement Contract are attached and incorporated into this Contract by reference.
- 9.02 The documents listed in the definition of Contract Documents are deemed attached to this Contract and are incorporated by reference.

Exhibit “A” Bid Sheet including Scope of Work
Exhibit “B” Project Plan Set

ARTICLE 10 - MISCELLANEOUS

- 10.01 Capitalized terms used in this Contract have the meanings stated in the General Conditions and the Supplementary Conditions, if any.

- 10.02 No assignment, delegation, novation or any other transfer by either party of any rights or obligations under or interests in the Contract will be binding on the other without the written consent of the party sought to be bound. Specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.
- 10.03 Each party binds itself, its directors, partners, successors, and assigns to the other party, its directors, partners, successors and assigns in respect to all covenants, agreements and obligations contained in the Contract.
- 10.04 Any provision or part of the Contract held to be void or unenforceable under any law or regulation will be deemed stricken. All remaining provisions will continue to be valid and binding upon Owner and Contractor, who agree that the Contract will be reformed to replace the stricken provision or part with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 10.05 This Contract is the final written expression of all of the terms of the Contract and is the complete and exclusive statement of those terms. Any and all representations, promises, warranties, or statements by Contractor or Contractor's agents that differ in any way from the terms of this written agreement shall be given no force and effect. This Contract will not be construed against its drafter.

SIGNED:

OWNER

City of Gladstone, Oregon

Signature
Jacque Betz

Title

Date

CONTRACTOR

Signature

Title

Date

**GENERAL CONDITIONS
FOR
SMALL PUBLIC IMPROVEMENT CONTRACT (NOT EXCEEDING \$150,000)**

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SECTION A

A.1 DEFINITIONS

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

ARCHITECT/ENGINEER, means the Person appointed by the Owner to make drawings and specifications and to provide contract administration of the Work contemplated by the Contract.

BID, means a competitive offer, which is binding on the offerer, in which price, delivery (or Project completion), and conformance to specification and the requirements of the Invitation to Bid will be the predominant award criteria. Depending on the solicitation procedure used, a "bid" may also be a "proposal." For the purposes of the Contract Documents, the terms "bid," "proposal" and "offer" are synonymous.

BIDDER, means the Person who submits a Bid in response to the Owner's Solicitation Document.

CLAIM, means a resubmitted change request which has been previously denied by the Owner's Authorized Representative.

CONTRACT, means the written agreement between the Owner and the Contractor describing the Work to be done and the obligations between the parties.

CONTRACT DOCUMENTS, means the Solicitation Document and addenda thereto, Instructions to Bidders or Proposers, General Conditions, Supplemental General Conditions, if any, accepted Bid, the Contract and amendments thereto, if any, performance bond, Plans, Specifications, approved shop drawings, and approved change orders.

CONTRACT PERIOD, as set forth in the Contract Documents, means the period beginning with the issuance of the Notice to Proceed and concluding upon Final Completion.

CONTRACT PRICE, means the total of the awarded bid amount, as increased or decreased by the price of approved alternates and change orders.

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

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

DIRECT COSTS, means, unless otherwise provided in the Contract Documents, the cost of materials, including sales tax, cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; bond premiums, rental cost of equipment, and machinery; and the additional costs of field personnel directly attributable to the Work.

DISADVANTAGED BUSINESS ENTERPRISE, as defined in ORS 200.005, means a small business concern which is

at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any corporation, at least 51 percent of the stock of which is owned by one or more socially disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

ECONOMICALLY DISADVANTAGED INDIVIDUAL, as defined in ORS 200.005, means an individual who is socially disadvantaged and whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to another in the same business area who is not socially disadvantaged.

EMERGING SMALL BUSINESS, means (a) a business with its principal place of business located in this state; (b) a business with average annual gross receipts over the last three years not exceeding \$1 million for construction firms and \$300,000 for non-construction firms; (c) a business which has fewer than 20 employees; (d) an independent business; (e) a business properly licensed and legally registered in this state, and (f) a business certified by the Office of Minority, Women and Emerging Small Business.

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

FORCE MAJEURE, means an act, event, happening, or occurrence of the kind described in section F. 7. 1.

MINORITY OR WOMEN BUSINESS ENTERPRISE, as defined in ORS 200.005, means a small business concern which is at least 51 percent owned by one or more minorities or women, or in the case of a corporation, at least 51 percent of the stock of which is owned by one or more minorities or women, and whose management and daily business operations are controlled by one or more such individuals.

MINORITY INDIVIDUAL, as defined in ORS 200.005, means a person who is a citizen or lawful permanent resident of the United States who is:

- (a) Black who is a person having origins in any of the black racial groups of Africa;
- (b) Hispanic who is a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- (c) Asian American who is a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands;
- (d) Portuguese who is a person of Portuguese, Brazilian or other Portuguese culture or origin, regardless of race;
- (e) American Indian or Alaskan Native who is a person having origins in any of the original peoples of North America; or
- (f) Member of another group, or another individual who is socially and economically disadvantaged as determined by the Advocate for Minority, Women and Emerging Small Businesses.

NOTICE TO PROCEED, means the official written notice from the Owner indicating that all initial Contract

requirements, including the Contract, performance bond, and certificates of insurance, have been fully executed and submitted in a suitable form and that the Contractor may proceed with the Work defined in the Contract Documents.

OVERHEAD, means those items which may be included in the Contractor's markup (general and administrative expense, overhead and profit) and shall not be charged as direct cost of the Work: personnel above the level of foreman (i.e., superintendents and Project managers); equipment owned or leased by the Contractor (i.e., job trailers, small tools); expenses of the Contractor's offices including personnel; and overhead and general administrative expenses.

OWNER, means City of Gladstone, Oregon.

OWNER'S AUTHORIZED REPRESENTATIVE, means those individuals identified in writing by the Owner to act on behalf of the Owner for this Project. Depending on the specific contract, may also be referred to as "Project Manager."

PERSON, means an individual doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity possessing the legal capacity to contract.

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

PROJECT, means the specific work to be performed as described in the Contract Documents.

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

SITE is the general area of ground upon which the Contractor will perform the Work.

SMALL BUSINESS CONCERN, as defined in ORS 200.005, means a small business as defined by the United States Small Business Administration per 13 CFR, part 121, as amended.

SOCIALLY DISADVANTAGED INDIVIDUAL, as defined in ORS 200.005, means an individual who has been subjected to racial or ethnic prejudice or cultural bias, without regard to individual qualities, because of the individual's identity as a member of a group.

SOLICITATION DOCUMENT means an Invitation to Bid or similar type document from the Owner soliciting work on the public improvement.

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

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

SUBSTANTIAL COMPLETION, means the date when the Owner accepts in writing the construction, alteration or repair of the improvement to real property or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. (Refer also to Section K.4.)

SUBSTITUTIONS, means items that are the same or better in function, performance, reliability, quality, and general configuration as that product(s) specified. Approval of any substitute item shall be solely determined by the Owner's Authorized Representative. The decision of the Owner's Authorized Representative is final.

SUPPLEMENTAL GENERAL CONDITIONS, means those conditions that remove from, add to, or modify these General Conditions. Supplemental General Conditions may be included in the Solicitation Document or may be a separate attachment to the Contract. To the extent the terms of the Supplemental General Conditions and these General Conditions conflict, the terms of Supplemental General Conditions will prevail.

WOMAN as defined in ORS 200.005, means a person of the female sex who is a citizen or lawful permanent resident of the United States.

WORK means the furnishing of all materials, equipment, labor, transportation, services and incidentals necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents.

A.2 SCOPE OF WORK

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

A.3 CONTRACT DOCUMENTS

The Contract Documents consist of the Solicitation Document (including any bid addenda) Instructions to Bidders, General Conditions, Supplemental Conditions (if any) the accepted Bid, the Contract and any amendment(s) thereto (if any), Performance Bond, Plans, Specifications, approved shop drawings, approved equals and approved change orders.

A.4 INTERPRETATION OF DOCUMENTS

A4.1 The Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. The Contract, and amendments to same, with those of later date having precedence over those of an earlier date;
2. The Supplemental Conditions;
3. The General Conditions of the Contract;
4. Specifications and Plans and notes on Plans.

A4.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner or Owner's Authorized Representative's interpretation in writing.

A4.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner or Owner's Authorized Representative. Contractor shall not proceed without direction in writing from the Owner or Owner's Authorized Representative.

A.4.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or

regulations in effect in the jurisdiction where the Project is occurring on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

A.5 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

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

A.6 INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under this Contract are those of an independent contractor. Contractor is not an officer, employee or agent of the Owner as those terms are used in ORS 30.265.

A.7 RETIREMENT SYSTEM STATUS

Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under this Contract. Contractor will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

A.8 GOVERNMENT EMPLOYMENT STATUS

A.8.1 If this payment is to be charged against federal funds, Contractor certifies that it is not currently employed by the Federal Government. This does not preclude the Contractor from holding another contract with the Federal Government.

SECTION B

GENERAL CONDITIONS
FOR SMALL PUBLIC IMPROVEMENT CONTRACT (NOT EXCEEDING \$150,000)

CONTRACT ADMINISTRATION

B.1 CONTRACTOR'S MITIGATION OF IMPACTS

- B.1.1 The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the Project including those caused by authorized changes, which may affect cost, schedule or quality.
- B.1.2 The Contractor is responsible for the actions of all its personnel, laborers, suppliers and Subcontractors on the Project.

B.2 MATERIALS AND WORKMANSHIP

- B.2.1 The intent of the Contract Documents is to provide for the construction and completion in every detail of the Work described. All Work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry and in accordance with industry standards.
- B.2.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's expense.
- B.2.3 Work done and materials furnished shall be subject to inspection and/or observation and testing by the Owner's Authorized Representative to determine if they conform to the Contract Documents. Inspection of the Work by the Owner's Authorized Representative does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.
- B.2.4 Contractor shall furnish adequate facilities, as required, for the Owner's Authorized Representative to have safe access to the Work including without limitation walkways, railings, ladders, tunnels and platforms. Producers, suppliers and fabricators shall also provide proper facilities and access to their facilities.
- B.2.5 The Contractor shall furnish samples of materials for testing by the Owner's Authorized Representative and include the cost of the samples in the Contract Price.

B.3 PERMITS

Contractor shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Supplemental General Conditions, for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental, etc., as required for the Project. Contractor shall be responsible for all violations of the law in connection with the construction or caused by obstructing streets, sidewalks or otherwise. Contractor shall give all requisite notices to public authorities. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save harmless and blameless from

B.6 INSPECTION

loss, on account thereof, Owner, its Councilors, agents and employees.

B.4 COMPLIANCE WITH GOVERNMENT REGULATIONS

- B.4.1 Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Damages or costs resulting from noncompliance shall be the responsibility of Contractor.
- B.4.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and
- a) Contractor shall not discriminate against Minority, Women or Emerging Small Business enterprises in the awarding of subcontracts (ORS 279.111).
- b) Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.
- c) Failure to comply with any or all of the requirements of B.4.1 through B.4.3 shall be a breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.
- B.4.3 Unless contrary to federal law, Contractor shall certify that it shall not accept a bid or proposal from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids or proposals to the Contractor.
- B.4.4 Unless contrary to federal law, Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.

- B.4.5 Utility Notification Requirement for Excavation Work. **ATTENTION:** Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090.

B.5 SUPERINTENDENCE

Contractor shall keep on the site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the Owner and who shall represent the Contractor on the site. Directions given to the superintendent by the Owner's Authorized Representative shall be confirmed in writing to the Contractor.

- B.6.1 Owner's Authorized Representative shall have access to the Work at all times.
- B.6.2 Inspection of the Work will be made by the Owner's Authorized Representative at its discretion. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Owner's Authorized Representative, shall be removed and replaced at the Contractor's expense.
- B.6.3 As required by the Contract Documents, Work done or material used without inspection or testing by the Owner's Authorized Representative may be ordered removed at the Contractor's expense.
- B.6.4 If directed to do so any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without sufficient notice to the Owner's Authorized Representative, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the Owner's Authorized Representative, the uncovering and restoration will be paid for as a change order.
- B.6.5 When the United States government participates in the cost of the Work or the Owner has an agreement with other public or private organizations or if any portion of the Work is being performed for a third party or in close proximity to third party facilities, representatives of these organizations have the right to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the Owner's Authorized Representative.

B.7 SEVERABILITY

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

B.8 ACCESS TO RECORDS

- B.8.1 Contractor shall keep at all times on the Work site, a copy of the complete Contract Documents and current "as built" and shall at all times give the Owner's Authorized Representative access thereto.
- B.8.2 The Owner and its duly authorized representatives shall have access, for a period not less than three (3) years to books, documents, papers and records of Contractor which are pertinent to the Contract including records pertaining to overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Contract is involved in litigation, Contractor shall retain all pertinent records until all litigation is resolved. The Owner and/or its agents will continue to be provided full access to the records during litigation.

B.9 WAIVER

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

B.10 ASSIGNMENT/ SUBCONTRACT

Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under this Contract, in whole or in part, without the prior written approval of the Owner. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

B.11 SUCCESSORS IN INTEREST

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

B.12 OWNER'S RIGHT TO DO WORK

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

B.13 OTHER CONTRACTS

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

B.14 GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

B.15 ALLOWANCES

- B.15.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.

- B.15.2 Unless otherwise provided in the Contract Documents:
- (a) when finally reconciled, allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
 - (b) Contractor's costs for unloading and handling at the site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
 - (c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (i) the difference between actual costs and the allowances under Section B.15.2(a) and (2) changes in Contractor's costs under Section B.15.2(b).
 - (d) Unless Owner requests otherwise, Contractor shall provide to Owner a proposed fixed price for any allowance work prior to its performance.

B.16 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- B.16.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Owner's Authorized Representative if approval authority has not been delegated to the Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals. Owner reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples which are described below:
- (a) Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any sub-subcontractor), manufacturer, supplier or distributor to illustrate some portion of the Work.
 - (b) Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
 - (c) Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- B.16.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Architect/Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures, all

of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.

- B.16.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect/Engineer without action.

- B.16.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

- B.16.5 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.

- B.16.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (i) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) a Change Order has been executed by Owner authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.

- B.16.7 In the event that Owner elects not to have the obligations and duties described under this Section B.16 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by Owner on the project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the Owner's Authorized Representative.

B.17 SUBSTITUTIONS

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

B.18 USE OF PLANS AND SPECIFICATIONS

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

B.19 FUNDS AVAILABLE AND AUTHORIZED

Owner reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within the Owner's appropriation or limitation. Contractor understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Owner's payment of amounts under this Contract attributable to Services performed after the last day of the current budget year is contingent on Owner receiving from the Gladstone City Council appropriations, limitations or other expenditure authority sufficient to allow Owner to continue to make payments under this Contract.

B.20 NO THIRD PARTY BENEFICIARIES

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

SECTION C
WAGES AND LABOR

C.1 WAGE RATES ON PUBLIC WORKS

The Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. The current prevailing wage rates may be found here: <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

If both state and federal prevailing wage rates apply to the Work, Contractor must pay all laborers, including those working on behalf of subcontractors, the higher of the applicable state or federal wage rate.

If Contractor is required to pay prevailing wages, Contractor will ensure that its subcontractors also agree to do so in writing. If both state and federal wages apply to the Work, Contractor will ensure that its subcontractors agree in writing to pay the higher of the applicable state or federal wage rate.

C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS

- C.2.1 In accordance with ORS 279C.840, the Contractor and every Subcontractor shall submit written certified statements with the Owner's Authorized Representative, on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the Project and further certifying that no worker employed on the Project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the Contractor or Subcontractor's knowledge. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Certified statements shall be submitted as follows:

(a) For any Project 90 days or less from the date of award of the Contract to the date of completion of Work under the Contract, the statements shall be submitted once before the first payment and once before final payment is made.

(b) For any Project exceeding 90 days from the date of award of the Contract to the date of completion of Work under the Contract, the statements shall be submitted once before the first payment is made, at 90-day intervals thereafter, and once before final payment is made.

The Contractor and Subcontractors shall preserve the certified statements for a period of three years from the date of completion of the Contract.

- C.2.2 Pursuant to ORS 279C.825 and in accordance with administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, Contractor must pay a fee to Owner (Owner must submit fee to the Bureau of Labor and Industries) equaling 1/10 of 1 % of the Contract price, however, the fee shall not be less than \$250 nor more than \$7500, regardless of the Contract price. Owner may withhold the amount of this fee from any amounts due Contractor.

- C.2.3 Unless otherwise exempt under ORS 279C.836(7) or (8), Contractor and each subcontractor shall prior to commencing work on the project, file with the Construction Contractors Board a Public Works bond consistent with the requirements imposed by and set out in ORS 279C.836 in an amount of not less than \$30,000.00.

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

- C.3.1 Pursuant to ORS 279B.220 and as a condition to Owner's performance hereunder, the Contractor shall:

- C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract.

- C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund and the State Unemployment Compensation Trust Fund from such Contractor or Subcontractor incurred in the performance of the Contract.

- C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished.

- C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

- C.3.2 Pursuant to ORS 279C.505 demonstrate that an employee drug testing program is in place.

The Contractor shall demonstrate that it has a drug-testing program in place by executing a certification on a form provided by the Owner, which shall become a term or condition of the Contract. Failure to maintain such a program shall constitute a material breach of contract

- C.3.3 Pursuant to ORS 279C.515, and as a condition to Owner's performance hereunder:

- C.3.3.1 If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with the Project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract. Payment of claims in this manner shall

not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

- C.3.3.2 If the Contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three (3) times the discount rate on a 90-day commercial paper in effect at the federal Reserve bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) days after the date when payment was received from the Owner or from the contractor but the rate of interest may not exceed thirty (30) percent. The amount of interest may not be waived.
- C.3.3.3 If the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Every contract related to this public contract shall contain a similar clause.
- C.3.4 Pursuant to ORS 279C.580, Contractor shall include in each Subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:
- (a) A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the public contracting agency under such contract; and
 - (b) An interest penalty clause that obligates the Contractor if payment is not made within 30 days after receipt of payment from the public contracting agency, to pay to the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to ORS 279C.580(3)(a). A Contractor or first-tier Subcontractor may not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from the public contracting agency or Contractor when payment was due.
 - (c) The interest penalty shall be for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and computed at the rate specified in ORS 279C.515(2).
 - (d) A clause which requires each of Contractor's Subcontractors to include, in each of their contracts with lower-tier Subcontractors or suppliers, provisions to the effect that the first-tier

Subcontractor shall pay its lower-tier Subcontractors and suppliers in accordance with the provisions of subsections (a) (b) and (c), above and requiring each of their Subcontractors and suppliers to include such clauses in their subcontracts and supply contracts.

- C.3.5 All employers working under this Contract are subject employers which must comply with ORS 656.017 relating to providing Workers' Compensation coverage.

- C.3.6 Contractor warrants that it is not delinquent in the filing or payment of any Oregon income taxes, Oregon personal property taxes, Oregon municipal taxes, or Oregon real property taxes and that it has otherwise complied with all Oregon tax laws and all tax laws of those Oregon municipalities to which Contractor is subject

C.4 PAYMENT FOR MEDICAL CARE

Pursuant to ORS 279C.530, and as a condition to Owner's performance hereunder, Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor all sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

C.5 HOURS OF LABOR

As a condition to Owner's performance hereunder, Contractor shall comply with ORS 279C.520, as amended from time to time and incorporated herein by this reference:

Pursuant to ORS 279C.520 and as a condition to Owner's performance hereunder, no person shall be employed to perform Work under this Contract for more than 10 hours in any one day or forty hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

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

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

SECTION D

CHANGES IN THE WORK

D.1 CHANGES IN WORK

| | |
|--------------------------|-----|
| \$0.00 - \$2,000.00..... | 10% |
| Over \$2,000.00..... | 5% |

D.1.1 The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of the Owner's Authorized Representative.

These payments made to the Contractor will be complete compensation for Overhead, profit, and all other costs incurred by the Contractor or other forces furnished by the Contractor, including Subcontractors. These payments apply to all change order Work. No other reimbursement, compensation or payment will be made.

D.1.2 Changes in Plans, quantities, or details of construction are inherent to the nature of construction and may be necessary or desirable during the course of construction. The Owner's Authorized Representative may at any time, without notice to the sureties, either increase or decrease the amount of Work to be performed under the Contract. Without impairing the Contract, the Owner reserves the right to require changes determined necessary or desirable to complete the proposed construction within the general scope of the Contract. These changes may include, but are not limited to:

- (a) Specifications and design.
- (b) Increases or decreases in quantities.
- (c) Additional Work.
- (d) Elimination of any Contract item.
- (e) Duration of Project.
- (f) Acceleration or delay in performance of Work.

D.1.5 If any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the Work under this Contract, the Contractor must submit a written statement setting forth the nature and specific extent of the claim, including all time and cost impacts against the Contract as soon as possible, but no later than 30 days after receipt of any written notice of modification of the Contract. (Refer also to Section H. 1.4 for notification.)

D.1.6 No claim by the Contractor for additional costs shall be allowed if made after receipt of final payment application under this Contract.

D.1.7 All change order Work shall be executed under the conditions of the Contract Documents except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

D.1.3 The Owner and Contractor agree that changes shall be administered and negotiated according to the following:

Any Contract amendment (including change orders, extra Work, field orders, or other changes in the Contract Documents) which modifies the original Contract, may be made with the Contractor without competitive bidding subject to the following:

The original Contract was let by competitive procurement; unit price or solicitation alternates were provided that established the cost for additional Work; and, a binding obligation exists on the parties covering the terms and conditions of the additional Work.

D.1.8 Deductive changes are those which reduce the scope of the Work. All deductive changes will be negotiated using the percentages for labor, equipment, material and Subcontractor's mark-ups in D. 1.4.

D.1.9 It is understood that changes in the Work are inherent to construction of this type. The number of changes, the scope of those changes, and the impact they have on the progress of the original Work cannot be defined at this time. The Contractor is notified that numerous changes are anticipated and that there will be no compensation made to the Contractor directly related to the number of changes. Each change will be evaluated for extension of Contract time and increase or decrease in compensation based on its own merit.

D. 1.4 In the event there are any changes or extra Work of a class not covered by the prices included in the Contract Documents, the basis of payments shall be agreed upon in writing between the Parties to the Contract before the Work is done. If basis for payment cannot be agreed upon prior to the beginning of the Work, and if so directed by the Owner's Authorized Representative, then Work shall be performed on the basis of furnishing direct labor, equipment, and material costs on all Work performed. In either case, in addition to Direct Costs, up to the following amounts may be added to the Contractor's or Subcontractor's Direct Costs to cover overhead expenses for Work performed with their own forces:

| | |
|----------------|-----|
| Labor..... | 10% |
| Equipment..... | 10% |
| Materials..... | 10% |

When Work is performed by an authorized Subcontractor, the Contractor will be allowed a supplemental mark-up on each piece of subcontract Work covered by the change order up to the following:

D.2 DELAYS

D.2.1 If the Contractor is delayed by any actions of the Owner, Owner's Authorized Representative, or any other employee or agent of the Owner, or by separate contractor employed by the Owner, or by Force Majeure, the Contractor shall submit a written notification of the delay to the Owner's Authorized Representative within two working days of the delay. This notice shall state the cause of the potential delay, the Project components impacted by the delay, and the anticipated time extension necessary to compensate for the delay. Within seven days after the cause of the delay has been mitigated, or in no case more than 30 days after the initial notice, the Contractor shall submit to the Owner's Authorized Representative, a complete and detailed request for additional time resulting from the delay. The request

shall be reviewed as described in Section D.3 Claims Review Process.

D.2.2 Avoidable delays include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors, including, but not limited to, the following:

- (a) Delays which may in themselves be unavoidable but which affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract time.
- (b) Delays which do not impact activities on the accepted critical path schedule.
- (c) Time associated with the reasonable interference of other contractors employed by the Owner which do not necessarily prevent the completion of the whole Work within the Contract time.

D.2.3 Unavoidable delays include those which result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors. Delays caused by Force Majeure, war, public enemy, freight embargoes, and strikes which occur despite the Contractor's reasonable efforts to avoid them, shall be considered as unavoidable.

D.2.4 The Owner may grant a time extension for avoidable or unavoidable delay if the Owner deems it is in its best interest. Except as otherwise provided in ORS 279C.315, time extensions for avoidable or unavoidable delays shall not be compensable. Only delays within the reasonable control of the Owner may be compensable.

D.2.5 Claims by the Contractor based on adverse weather conditions must be substantiated by documentation that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the Project. A rain, windstorm, high water, or other natural phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous ten (10) years historical records of the general locality of the Work, shall not be construed as abnormal. It is hereby agreed that rainfall greater than the following cannot be reasonably anticipated:

- (a) Daily rainfall equal to, or greater than, 0.50 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25 %) or more.
- (b) Daily rainfall equal to, or greater than, 0.75 inch at any time.
- (c) The Office of the Environmental Data Service of the National Oceanic and Atmospheric Administration (NOAA) of the U.S. Department of Commerce nearest the Project site shall be considered the official agency of record for weather information.

D.2.6 If the Contractor discovers site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents, the Contractor shall notify the Owner's Authorized Representative immediately and before the area has been disturbed. The Owner's Authorized

Representative will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If it is determined that a differing site condition exists, any compensation or credit will be determined based on Section D. 1, Changes. If the Contractor does not concur with the decision of the Owner's Authorized Representative and/or believes that it is entitled to additional compensation, the Contractor may proceed to file a claim.

D.3 CLAIMS REVIEW PROCESS AND DISPUTE RESOLUTION

D.3.1 All Contractor claims shall be referred to the Owner's Authorized Representative for review. All claims shall be made in writing to the Owner's Authorized Representative not more than ten (10) days from the date of the occurrence of the event which gives rise to the claim or not more than ten (10) days from the date that the Contractor knew or should have known of the problem. Unless the claim is made in accordance with these time requirements, it shall be waived.

D.3.2 All claims shall be submitted in writing and shall include a detailed, factual statement of the basis of the claim, pertinent dates, Contract provisions which support or allow the claim, reference to or copies of any documents which support the claim, the exact dollar value of the claim, and specific time extension requested for the claim. If the claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner's Authorized Representative. The Owner's Authorized Representative and the Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract.

D.3.3 The Owner's Authorized Representative will review all claims and take one or more of the following preliminary actions within ten days of receipt of a claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the claim in whole or in part and identify the reasons for rejection; (4) recommend approval of all or part of the claim; or (5) propose an alternate resolution.

D.3.4 The Owner's Authorized Representative's decision shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen days of receipt of the decision. The Contractor must present written documentation supporting the claim within fifteen days of the notice of appeal. After receiving the appeal documentation, the Owner shall review the materials and render a decision within 30 days after receiving the appeal documents.

D.3.5 The decision of the Owner shall be final and binding unless the Contractor requests mediation within fifteen days of receipt of the Owner's decision. Both the Owner and the Contractor are obligated to participate in the mediation process prior to either or both proceeding to litigation. The mediation process is non-binding.

D.3.6 If the parties cannot mutually resolve any claims or disputed claims, it is agreed that the parties shall

submit to mediation prior to the commencement of litigation. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement, either party may apply to the Presiding Judge for Washington County Circuit Court for appointment of a mediator. Each party shall share equally in the fees and costs of the mediator. Each party shall be responsible for its own attorneys fees and other expert fees. Mediation shall be at Portland, Oregon unless the parties agree otherwise. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both Owner and Contractor and failure to comply with this requirement is a material breach of the Contract. The schedule and time allowed for mediation will be mutually acceptable.

If the dispute is not resolved by mediation, either party may file a lawsuit to resolve the dispute in a court with proper jurisdiction located in Clackamas County, Oregon. Any trial shall be to the court without a jury. Each party shall be responsible for its own costs and attorneys and expert fees.

D.3.7 Regardless of the review period or the final decision of the Owner's Authorized Representative, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease Work without a written stop work order from the Owner or Owner's Authorized Representative.

SECTION E **PAYMENTS**

E.1 SCHEDULE OF VALUES

The Contractor shall submit, at least ten days prior to submission of its first application for progress payment, a schedule of values ("Schedule of Values") for the contracted Work. This schedule will provide a breakdown of values for the contracted Work and will be the basis for progress payments. The breakdown will demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Owner's Authorized Representative, this schedule shall be used as the basis for reviewing Contractor's applications for payment.

E.2 APPLICATIONS FOR PAYMENT

E.2.1 Owner shall make progress payments on the Contract monthly as Work progresses. Payments shall be based upon estimates of Work completed and the Schedule of Values. All payments shall be approved by the Owner's Authorized Representative. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Owner shall pay to Contractor interest on the progress payment, not including retainage, due the Contractor. Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, Owner shall so notify the Contractor within 15 days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven days of being notified by the Owner, shall not cause a payment to be made later than specified in this section unless interest is also paid. Payment of interest will be postponed when payment on the principal is delayed because of disagreement between the Owner and the Contractor.

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

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

Signed: _____

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

- (a) The request for stored material shall be submitted at least 30 days in advance of the Application for Payment on which it appears. Requests for payment shall be entertained for major equipment, components or expenditures only.
- (b) The Contractor shall submit invoices showing the quantity and cost of the material stored.
- (c) The material shall be stored in a bonded warehouse and Owner's Authorized Representative shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
- (d) The Contractor shall name the Owner as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Owner.
- (e) Payments shall be made for material only. The submitted invoice amount shall be reduced by the cost of transportation and for the cost of an inspector to check the delivery at out of town storage sites. The cost of said inspection shall be born solely by the Contractor.
- (f) Within 60 days of the request for payment, the Contractor shall submit evidence of payment covering the material stored.
- (g) Payment for stored materials shall in no way indicate acceptance of the materials or waive any rights under this Contract for the rejection of the Work or materials not in conformance with the Contract Documents.
- (h) All required documentation must be submitted with the respective Application for Payment.

E.2.4 The Owner reserves the right to withhold payment for Work which has been demonstrated or identified as failing to conform with the Contract Documents.

E.3 PAYROLL CERTIFICATION REQUIREMENT

E.3.1 Payroll certification is required before payments are made on the Contract. Refer to Section C.2 for this information.

E.4 RETAINAGE

E.4.1 Retainage shall be withheld and released in accordance with ORS 279C.550 to 279C.570:

E.4.1.1 Owner may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. As Work progresses, Owner may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed if, in the Owner's opinion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be

allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is 97-1/2 percent completed the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.

E.4.1.2 In accordance with the provisions of ORS 279C.560 and related Oregon administrative rules, Contractor may request in writing:

- (a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds and securities of equal value with Owner or in an escrow account, satisfactory to Owner, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Owner;
- (b) that retainage be deposited in an interest bearing account, in a bank, savings bank, trust company or savings association for the benefit of Owner, with earnings from such account accruing to the Contractor; or
- (c) that the Owner allow Contractor to deposit a surety bond for the benefit of Owner, in a form acceptable to Owner, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims and liens in the manner and priority as set forth for retainage under ORS 279C.550 to ORS 279C.570.

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

E. 4.1.3 The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of one and one-half percent per month on the final payment due Contractor, interest to commence 30 days after the Work under the Contract has been completed and accepted and to run until the date when final payment is tendered to Contractor. The Contractor shall notify Owner in writing when the Contractor considers the Work complete and Owner shall, within 15 days after receiving the written notice, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run 30 days after the end of the 15-day period.

E.4.1.4 In accordance with the provisions of ORS 279C.560, Owner shall reduce the amount of the retainage if the Contractor notifies the controller of the Owner that the Contractor has deposited in a bank or trust company, in a manner authorized by the Owner's Authorized Representative, bonds and

securities of equal value of a kind approved by the Owner's Authorized Representative.

E.5 FINAL PAYMENT

Upon completion of all the Work under this Contract, the Contractor shall notify the Owner's Authorized Representative, in writing, that Contractor has completed Contractor's part of the Contract and shall request final payment. Upon receipt of such notice the Owner's Authorized Representative will inspect the work, and if acceptable, submit to the Owner a recommendation as to acceptance of the completed Work and as to the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within 15 days of Contractor's request for final payment. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Section K. 3 RELEASE OF LIENS AND CLAIMS, and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due Contractor under the provisions of these Contract Documents.

SECTION F

JOB SITE CONDITIONS

F.1 USE OF PREMISES

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, law, ordinances, permits or directions of the Owner's Authorized Representative. Contractor shall follow the Owner's Authorized Representative's instructions regarding use of premises, if any.

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

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

F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the job site, and shall comply with the Contract Documents and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner's Authorized Representative. The Owner's Authorized Representative has no responsibility for Work site safety. Work site safety is the responsibility of the Contractor.

F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall report, immediately in writing, to the Owner's Authorized Representative, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.

F.2.4 Contractor is responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, and materials on the site.

F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials will be conducted so no release will occur that may pollute or become hazardous.

F.2.6 In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner's Authorized Representative, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner's Authorized Representative. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with section D.

F.3 CUTTING AND PATCHING

F.3.1 Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.

F.3.2 Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

F.4 CLEANING UP

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

F.5 ENVIRONMENTAL CONTAMINATION

F.5.1 Contractor will be held responsible for any and all spills, releases, discharge or leaks of environmental pollution during performance of the Contract which occur as a result of, or are contributed by, actions of its agent, personnel, or subcontractors. Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to satisfaction of the Owner and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the Owner and be performed by properly qualified personnel.

F.5.1.1 Contractor shall obtain the Owner's written consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any applicable federal, state, or local statutes, rules or ordinances. Notwithstanding such written consent from the Owner, the Contractor, at all times, shall:

- (a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state, or local statutes, rules, or ordinances;
- (b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and
- (c) promptly clean up, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all applicable federal, state, or local statutes, rules or ordinances.

F.5.1.2 Contractor shall be liable for any and all costs, expenses, damages, claims, and causes of action, or any of them, related to or arising out of a spill, release, discharge, or leak of (or from) any environmental pollutant or hazardous substance or material, to the extent such spill, release, discharge, or leak was caused or contributed to by Contractor's (i) negligence or (ii) failure to perform in accordance with the Contract Documents. Nothing in this section F.5.1.2 shall limit Contractor's liability or responsibility under Section G.2. 1. I of this Contract.

F.5.2 Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR Part 302, Table 302.4 for hazardous substances and in OAR Chapter 340 Division 108 for all products addressed therein. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the Owner. A written follow-up report shall be submitted to Owner within 48 hours of the telephonic report. Such written report shall contain, as a minimum:

- (a) Description of items released (identity, quantity, manifest no., and all other documentation required by law.)
- (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when it was reported.
- (c) Exact time and location of release, including a description of the area involved.
- (d) Containment procedures initiated.
- (e) Summary of communications about the release Contractor has had with members of the press or Owner officials other than Owner.
- (f) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- (g) Personnel injuries, if any, resulting from, or aggravated by, the release.

F.6 ENVIRONMENTAL CLEAN-UP

F.6.1 Unless disposition of environmental pollution is specifically a part of this Contract, or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall immediately notify Owner of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by this Contract. "Hazardous substance(s)" are those substances, materials or wastes regulated in 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In

addition to notifying Owner of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the Project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or well being of Contractor's or any Subcontractor's work force.

F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the Project site, Owner shall arrange for the proper disposition of such hazardous substance(s).

F.7 FORCE MAJEURE

F.7.1 Neither party to this Contract shall be held responsible for delay or default caused by fire, riot, acts of God, sovereign, or public enemy, strikes, freight embargoes and/or war which is beyond that party's control. The Owner may terminate this Contract upon written notice after determining such delay or default will reasonably prevent successful performance of the Contract.

F.7.2 In the event Force Majeure impacts this Project, the Owner may grant a reasonable extension of time, and there shall be no additional compensation paid to the Contractor.

SECTION G

BONDING AND INSURANCE

G.1 PERFORMANCE AND PAYMENT SECURITY

- G.1.1 The Contractor shall furnish and maintain in effect at all times during the Contract Period, a bond to cover performance/payment in a sum equal to 125% of the Contract Price.
- G.1.2 A performance/payment bond issued by a surety company authorized to do business in Oregon is the only acceptable form of performance/payment security, unless otherwise agreed to by the Owner in writing.

G.2 INSURANCE AND INDEMNIFICATION

- G.2.1 Responsibility For Damages/ Hold Harmless:
- G.2.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, personnel, or agents. Contractor shall indemnify, defend (with counsel of Owner's choice) and hold harmless the Owner against any claims arising from said damage, injury, loss, expense, inconvenience or delay.
- G.2.2 Primary Coverage: Insurance carried by Contractor under this Contract shall be the primary coverage, and the Owner's insurance is excess and solely for damages or losses for which the Owner is responsible. The coverage's indicated are minimums unless otherwise specified in the Contract Documents.
- G.2.3 Workers' Compensation: The Contractor, its Subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon Law for all their subject workers. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. The Contractor shall require proof of such Workers' Compensation by receiving and keeping on file a Certificate of Insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

G.2.4 BUILDER'S RISK INSURANCE – NOT APPLICABLE TO CONTRACTOR – OWNER TO CARRY

- G.2.4.1 Builder's Risk: During the term of this Contract, the Contractor shall maintain in force, at its own expense, Builder's Risk insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the Contract. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more. The policy will include as loss payees the Owner, the Contractor and its Subcontractors as their interests may appear.
- G.2.4.2 Builder's Risk Installation Floater: The Contractor shall obtain, at the Contractor's expense, and keep in effect during the term of this Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under this Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. This insurance shall include as loss payees the Owner, the Contractor and its Subcontractors as their interests may appear.

G.2.5 LIABILITY INSURANCE

- G.2.5.1 Commercial General Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include coverage for the hazards of operations including explosion, collapse and underground coverage, elevators, independent contractors, employees as additional insureds, and broad form property damage. The insurance shall include personal injury coverage and contractual liability coverage for the indemnity provided for in this Contract, for contracts related to the Work, and products/completed operations liability. The policy shall be endorsed to extend the completed operations for three years after Final Completion of the Work. Combined single limit per occurrence shall not be less than \$3 million, or the equivalent. Each annual aggregate limit shall not be less than \$1 million, when applicable.
- G.2.5.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering owned, non-owned and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.00 or the equivalent.

G.2.5.3 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months or the maximum time period the Contractor's insurer will provide such if less than 24 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. This will be a condition of the Final Acceptance of Work or Services and Related Warranty (if any).

G.2.6 Additional Insured: The liability insurance coverage, required for performance of this Contract shall include Owner, members of its Board, its officers and employees, as Additional Insureds but only with respect to the Contractor's activities to be performed under this Contract.

If Contractor cannot obtain an insurer to name Owner, members of its Board, its officers and employees as Additional Insureds, Contractor shall obtain at Contractor's expense, and keep in effect during the term of this Contract, Owners and Contractors Protective Liability Insurance, naming the Owner, members of its Board, its officers and employees as Named Insureds with not less than a \$3 million limit per occurrence. This policy must be kept in effect for 24 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to Owner prior to its issuance of a Notice to Proceed.

G.2.7 Notice of Cancellation or Change: There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverages) without 45 days' written notice from the Contractor or its insurer(s) to the Owner. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner the members of its Board of Education, officers, or employees.

G.2.8 Certificate(s) of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the Owner prior to its issuance of a Notice to Proceed. The Certificate(s) will specify all of the parties who are Additional Insureds or Loss Payees. Insurance coverage required under this Contract shall be obtained from acceptable insurance companies or entities authorized to do business in Oregon. Contractor shall cause the insurer to strike out the clause "endeavor to send notice of cancellation" where such or a similar clause appears in any certificate. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of \$25,000 shall be disclosed to the Owner in writing prior to issuance of a Notice to Proceed and is subject to Owner's approval. All policies of insurance must be written by companies having an A.M. Best rating of "A VIII" or better. The Owner may, upon thirty (30) days written notice to Contractor, require Contractor to change any carrier whose rating drops below the A VIII rating.

SECTION H
SCHEDULE OF WORK

H.1 CONTRACT PERIOD

- H.1.1 Time is of the essence on this Contract. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein. Contractor shall commence Work on the site within 15 calendar days of Notice to Proceed, unless directed otherwise.
- H.1.2 Unless specifically extended by Change Order, all Work shall be complete by the date contained in the Contract Documents.
- H.1.3 The Owner shall not waive any rights under the Contract by permitting the Contractor to continue or complete the Work or any part of it after the date described in H.1.2 above.
- H.1.4 Any claim for additional time shall be based on written notice stating the general nature of the request, delivered to the Owner's Authorized Representative, in accordance with D. 2. 1. As a part of this notice, the Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work and Final Completion of the Project. Failure to submit a suitable notice within the specified time period will result in the Contractor waiving this right to request additional time for that delay cause. This does not abrogate Section D. 1.5.

H.2 SCHEDULE

- H.2.1 Contractor shall provide, by or before the pre-construction conference, a detailed schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by significant Project components, significant labor trades, long lead items, broken down by building and/or floor where applicable. Each schedule item shall account for no greater than 5 % of the monetary value of the Project or 5 % of the available time. Schedules with activities of less than one day or valued at less than 1 % of the Contract will be considered too detailed and will not be accepted. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. Included within the schedule are the following: Notice to Proceed, Substantial Completion, and Final Completion. Schedules will be updated monthly and submitted with the monthly payment application. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner, as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Project. Use of the float will be negotiated. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract time but after Contractor's scheduled completion.

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

Work failing to conform to the Contract Documents shall be deemed defective. Contractor shall promptly remove from the premises and replace, all defective materials as determined by the Owner's Authorized Representative as failing to conform to the Contract Documents, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement.

I.2 WARRANTY WORK

- I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless otherwise specified, Contractor shall correct any defects that appear in the Work within a period of one year from the date of issuance of the written Notice of Substantial Completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent. The Owner shall give Contractor notice of defects with reasonable promptness.
- I.2.2 This provision does not negate guarantees or warranties for periods longer than one year including without limitation such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.
- I.2.3 In addition to Contractor's warranty, manufacturer's warranties shall pass to the Owner and shall not take effect until affected Work has been accepted in writing by the Owner's Authorized Representative.

SECTION I
CORRECTION OF WORK

SECTION J
SUSPENSION/TERMINATION OF THE WORK

J.1 OWNER'S RIGHT TO SUSPEND THE WORK

- J.1.1 The Owner and/or the Owner's Authorized Representative has the authority to suspend portions or all of the Work due to causes including, but not limited to:
- (a) Failure of the Contractor to correct unsafe conditions;
 - (b) Failure of the Contractor to carry out any provision of the Contract;
 - (c) Failure of the Contractor to carry out orders;
 - (d) Conditions, in the opinion of the Owner's Authorized Representative, which are unsuitable for performing the Work;
 - (e) Time required to investigate differing site conditions;
 - (f) Any reason considered to be in the public interest.

- J.1.2 Contractor and the Contractor's Surety shall be notified in writing of the effective date and time of the suspension and shall be notified in writing to resume Work.

J.2 CONTRACTOR'S RESPONSIBILITIES

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

J.3 COMPENSATION FOR SUSPENSION

- J.3.1 Depending on the reason for suspension of the Work, the Contractor or the Owner may be due compensation by the other party. If it was a Contractor caused suspension, the Owner may assess the Contractor actual costs of the suspension in terms of administration, remedial work by the Owner's forces or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension. If the suspension was caused by the Owner, the Contractor shall be due compensation which shall be defined using Section D, Changes in the Work. If the suspension was required through no fault of the Contractor or the Owner, neither party owes the other for the impact.

J.4 OWNER'S RIGHT TO TERMINATE CONTRACT

- J.4.1 The Owner, after providing Contractor an opportunity for remedy, may, without prejudice to any other right or remedy and after giving Contractor seven (7) days written notice, terminate the Contract under the conditions including but not limited to those listed below:
- (a) If Contractor should voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and its Contractor as debtor-

- in-possession or Trustee for the estate fail to assume the Contract within a reasonable time;
- (b) If Contractor should make a general assignment for the benefit of Contractor's creditors;
- (c) If a receiver should be appointed on account of Contractor's insolvency;
- (d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;
- (e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Owner or its Authorized Representative; or
- (f) If Contractor is otherwise in material breach of any part of the Contract.

- J.4.2 At any time the above occurs, Owner may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, Contractor shall not be entitled to receive further payment until the Work is completed. If the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to Owner.

J.5 TERMINATION FOR CONVENIENCE

- J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines that termination of the Contract is in the best interest of the public.
- J.5.2 Owner will provide Contractor and Contractor's surety seven (7) days prior written notice of a termination for public convenience. After such notice, Contractor and Contractor's surety shall provide Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which Contractor received progress payment under Section E. Compensation for Work terminated by the Owner under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits due to termination.

J.6 ACTION UPON TERMINATION

- J.6.1 Upon receiving a Notice of Termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.
- J.6.2 As directed Owner, Contractor shall upon termination transfer title and deliver to Owner all Project documents, information and other property that, if the Contract had been completed, be required to be furnished Owner.

SECTION K

CONTRACT CLOSE OUT

K.1 RECORD DRAWINGS

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

K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manual") for review by the Owner's Authorized Representative prior to submission of any pay request for more than 75% of the Work. No payments beyond 75% will be made by the Owner until the O&M Manuals have been received. The OEM Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, phone list of consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner's Authorized Representative shall review and return one O & M Manual for any modifications or additions required. Prior to submission of its final pay request, five (5) complete and approved sets of O & M Manuals shall be delivered to the Owner's Authorized Representative by the Contractor.

K.3 RELEASE OF LIENS AND CLAIMS

As a condition of final payment, the Contractor shall submit to the Owner's Authorized Representative a notarized Release of Liens and Claims Form, which states that all Subcontractors and suppliers have been paid in full, all disputes with property owners have been resolved, all obligations on the Project have been satisfied, all monetary claims and indebtedness have been paid, and that, to the best of the Contractor's knowledge, there are no claims of any kind outstanding against the Project. The Contractor shall indemnify, defend (with counsel of Owner's choice) and hold harmless the Owner from all claims for labor and materials finished under this Contract. The Contractor shall furnish complete and valid releases or waivers, satisfactory to the Owner, of all liens arising out of or filed in connection with the Work.

K.4 NOTICES

- K.4.1 Contractor shall provide Owner a written notice of both Substantial and Final Completion. Both completion notices must be signed by the Owner's Authorized Representative to be valid. The Owner shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.

- K.4.2 Substantial Completion of an operating facility shall be that degree of completion that has provided a minimum of 30 continuous days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Owner's Authorized Representative. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a punch list be prepared by the Owner's Authorized Representative with submission of the request for the Substantial Completion notice.

- K.4.3 Final Completion shall be when all Work is complete in accordance with the Contract Documents.

K.5 TRAINING

As part of the Work, and prior to submission of the request for final payment, the Contractor shall schedule with the Owner's Authorized Representative, training sessions for all equipment and systems, as required in the individual specifications sections. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner personnel adequate notice. The O & M Manual shall be used as a basis for training. Training shall be a formal session, held after the equipment and/or system is completely installed and operational in its normal operating environment.

K.6 EXTRA MATERIALS

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the specifications, prior to final payment. Delivery point for extra materials shall be designated by the Owner's Authorized Representative.

K.7 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion Notice, or as a separate written notice submitted with or before the Notice of Final Completion, the Contractor shall notify the Owner that all environmental pollution clean-up which was performed as a part of this Contract has been disposed of in accordance with all applicable rules, regulations, laws, and statutes of all agencies having jurisdiction over such environmental pollution. The notice shall state that the Contractor shall indemnify, defend (with counsel of Owner's choice) and hold harmless the Owner from any claims resulting from the disposal of the environmental pollution including removal, encapsulation, transportation, handling, and storage.

K.8 CERTIFICATE OF OCCUPANCY

The Contractor shall not be granted Final Completion or receive final payment if the Owner has not received an unconditioned Certificate of Occupancy from the appropriate state and/or local building officials.

K.9 OTHER CONTRACTOR RESPONSIBILITIES

Contractor shall be responsible for returning to the Owner all items issued during construction such as keys, security passes, site admittance badges, and all other pertinent items. The Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from the

Contractor to the Owner. The utility transfer date shall not be before Substantial Completion and may not be until Final Completion, if the Owner does not take beneficial use of the facility and the Contractor's forces continue with the Work.

**SECTION L
LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

L.1 LAWS TO BE OBSERVED

In compliance with ORS 279C.525 the following is a list of federal, state and local agencies of which the Owner has knowledge that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

L.2 FEDERAL AGENCIES

Agriculture, Department of

Forest Service

Soil Conservation Service
Coast Guard

Defense, Department of

Army Corps of Engineers

Energy, Department of

Federal Energy Regulatory Commission

Environmental Protection Agency

Health and Human Services, Department of

Housing and Urban Development, Department of

Solar Energy and Energy Conservation Bank

Interior, Department of
Bureau of Land Management
Bureau of Indian Affairs
Bureau of Mines
Bureau of Reclamation
Geological Survey
Minerals Management Service
U.S. Fish and Wildlife Service

Labor, Department of
Mine Safety and Health Administration
Occupation Safety and Health Administration

Federal Highway Administration

Water Resources Council

L.3 STATE AGENCIES

Administrative Services, Department of

Agriculture, Department of Soil and Water Conservation
Commission

Columbia River Gorge Commission

GENERAL CONDITIONS
FOR SMALL PUBLIC IMPROVEMENT CONTRACT (NOT EXCEEDING \$150,000)

Energy, Department of

Environmental Quality, Department of

Fish and Wildlife, Department of

Forestry, Department of

Geology and Mineral Industries, Department of

Human Resources, Department of

Insurance and Finance, Department of

Land Conservation and Development Commission

Parks and Recreation, Department of
State Lands, Division of
Water Resources Department of

L.4 LOCAL AGENCIES

City Councils

County Courts

County Commissioner, Board of

Design Commissions

Historical Preservation Commission

Planning Commissions

Exhibit A: Bid Sheet including Scope of Work

Gladstone Fire Station Remodel: Bid Sheet



DIVISION 1- SITE CONSTRUCTION

General:

Section includes demolition and patching of hardscape and landscape materials as may be required for installation of new fire suppression system.

Execution:

Provide, erect, and maintain temporary barriers, erosion control, security devices, and weatherproof closures for exterior openings. Conduct demolition and all construction to minimize interference with current and adjacent uses, properties and structures. Protect existing paved area, curbs and landscape areas to remain. Remove demolished materials from site as work progresses and leave areas of work in clean condition. Recycle or salvage items to be demolished and removed from the site as feasible.

| DIVISION 1: SITE CONSTRUCTION | Total Price |
|--|--------------------|
| Description | |
| Temporary Barriers, Weatherproofing, Security Devices, Demolition, Debris Removal & Final Cleaning | \$ 16,000 |

ADDITIONAL FACILITY REQUIREMENTS:

- ACCESS TO TRUCK BAYS TO REMAIN UNOBSTRUCTED AT ALL TIMES DURING CONSTRUCTION.
- Limit access to truck bay (only fire personnel and authorized contractors) and avoid any impact to emergency response vehicles.
- Protect truck bay (and any sensitive electronics) from dust and moisture.
- Follow current COVID and/or infectious disease prevention procedures in and around fire station.

DIVISION 2 - CONCRETE

General:

Section includes new footings and patching of slab as required for plumbing and other utilities as indicated on drawings.

Execution:

Install concrete over prepared, compacted base at interior slabs. Footings to bear on firm, undisturbed native soil and formed as required with embedded anchors specified in drawings. Place concrete in largest pours practical in accordance with Drawings to minimize cold joints.

Products:

| DIVISION 2: CONCRETE | Total Price |
|--|--------------------|
| Description | |
| Footings: Patching of slab: for plumbing and other utilities as indicated in drawing Portland cement concrete: Concrete shall have a design mix of 3000 psi. (2500 psi utilized for design values. No special inspections required.) | \$ 6,800 |

DIVISION 3 - WOODS AND PLASTICS

ROUGH CARPENTRY:

General:

Section includes interior walls and miscellaneous framing shown in drawings.

Execution:

Erect all framing components level and plumb (unless noted otherwise) with fasteners and accessories noted on drawings or required by Building Code. Adhere to tolerances required for installation of all finish materials. Provide solid blocking (same depth of member) at points of bearing.

FINISH CARPENTRY:

General:

Section includes finish carpentry items, other than shop-prefabricated casework, including wood base, window stools and miscellaneous wood trim.

Execution:

Install wood trim plumb, level, true, and straight. Cut trim to fit, scribe where necessary. Miter trim at corners. Set or countersink exposed fasteners and fill with color matching putty.

Products:

| DIVISION 3: ROUGH CARPENTRY | Sub-Total |
|--|-----------------------|
| Description Beams: DF-L, #1 or better grade, unless noted otherwise on drawings. Glu-Lam Timbers: 24f-V4, unless specified otherwise in drawings. Light Framing/Studs: #2 DF-L, 19% max moisture Content. In Contact with Concrete: Hem-Fir species, #2 grade, pressure preservative treated approved for Ground Contact use. Fasteners: Galvanized steel for exterior, high humidity, and treated wood locations. | \$ 28000 |
| DIVISION 3: FINISH CARPENTRY | Sub-Total |
| Description Interior Wood Base & Trim: CVG hemlock or fir for transparent finish. Profiles as indicated in drawings. Window Stools: CVG hemlock or fir, 3/4" thickness. Fasteners: As recommended in current AWS Handbook. | \$ 4200 |
| | Division Total |
| DIVISION 3: Total of Rough & Finish Carpentry Sections | \$ 32,200 |

DIVISION 4 - THERMAL AND MOISTURE PROTECTION

ROOFING:

General:

Section includes patching of roofing as required for new plumbing and mechanical penetrations.

Execution:

Inspect and verify substrates are acceptable for installation of mechanical vents and pipe boots at roof penetrations. Install piping, mechanical vent penetrations with integral flashings in accordance and patch

roofing/ seal penetrations in accordance with manufacturer's instructions. Remove all debris and clean gutters and downspouts prior to requesting inspection.

Products:

| DIVISION 4 : THERMAL AND MOISTURE PROTECTION | Total Price |
|---|----------------|
| <p>Description</p> <p>Patching: One or two part, sealant and flashing membrane system compatible with existing modified bitumen roofing.</p> <p>Mineral cap and accessories: GAF "Major Seal System", Johns Manville "Perma-Flash", Firestone "Ultra-Flash" or approved equal.</p> <p>Pipe penetrations: Aluminum, pre-flashed penetration with flexible boot. GAF "M Weld adjustable M-Vent", Alumi-Flash "Standard base w/ EPDM cap", FlashCo "Stack Jack closed flashing" or approved equal.</p> <p>Mechanical Vent caps: Aluminum or Galvanized steel, pre-flashed assembly. Broan-Nutone Model 611.</p> <p>Active Ventilation: RPV series w/ 4" collar height, FlashCo "BUR T Vent" or approved equal.</p> | <p>\$ 6200</p> |

DIVISION 5 - DOORS AND WINDOWS

HOLLOW METAL DOORS AND FRAMES:

General: Section includes non-fire rated steel doors and frames. Pre-finished non fire rated wood doors and modular, knock down, site assembled, pre-finished steel frames.

Execution:

Field verify all rough openings and framing conditions. Fabricate doors and frames allowing for minimum clearances and shim spaces around assembly perimeter. Accurately and rigidly fit and secure joints and corners, flush, hairline and weatherproof at exterior doors and tight to finishes or trim at interior. Install doors and frames secure, plumb and level. Install hardware, glazing and accessories indicated in Drawings. Adjust as required for smooth and balanced operation. Arrange fasteners and jointing to ensure concealment from view. Apply bituminous paint to concealed aluminum surfaces in contact with cementitious materials or dissimilar metals. Verify opening sizes and tolerances are acceptable and install doors and frames secure in accordance with ANSI A250.8, plumb and level, free of twist or warp and anchor to supporting Work. Install hardware, glazing and accessories indicated in Drawings. Adjust as required for smooth and balanced operation.

Submittals:

- A. Shop Drawings: Indicate door and frame elevations, internal reinforcements, cut outs for glazing, louvers and finishes.
- B. Product Data: Submit door and frame configurations, location of cut outs for hardware.
- C. Product Data: Submit minimum 5" x 8" door skin samples of standard finishes for Owner's finish selection. Submit manufacturers standard color selection for knock down type door frames for Owner's selection.

DOOR HARDWARE:

General:

Section includes hardware for metal doors. Refer to Door and Hardware Schedules.

Submittals:

A. Product Data: Submit component information illustrating conformance to specified requirements and standards.

Execution:

Install each hardware item in compliance with the manufacturer's instructions and recommendations and as required for compliance with ADA requirements. Coordinate electric power is available to power operated devices and is of correct characteristics.

Products:

| DIVISION 5: DOORS, WINDOWS & HARDWARE | Total Price |
|---|---|
| <p>Description</p> <p>Frames - Standard profile: 18 gage thick frames, shop primed for field painting.</p> <p>Doors: Insulated, flush, standard duty, 1 3/4" thickness with min 18 gage face panel. U+ 0.09 max with polyurethane or polystyrene foam core and minimum 0.04" channel end closures.</p> <p>Doors: Solid core, 1 3/4" thickness, bored to accept specified hardware. Plain sawn birch veneer with stain and lacquer finish as selected by Owner. Lynden doors (or approved equal).</p> <p>Frames: Minimum 18-gauge pre-finished galvanized steel knock down type with aluminum covers, clips, knock outs, reinforcement and accessories as required for complete installation. Timely Tru-Door (or approved equal).</p> <p>Door Hardware: as described above</p> <p>Hinges: ANSI A156.1, full mortise type with width sufficient to clear trim when door swings 180 degrees, satin nickel finish. Furnish (3) per door to 90" high, (4) per door to 120". Manufactured by Lawrence, Stanley (or approved equal).</p> <p>Entry Lockset with access control: Emtek "EMpowered" touchscreen SMART keypad entry set with Baden grip (or approved equal). Satin nickel finish. Furnish standard strikes with extended lips to protect trim/ frame from being marred by latch bolt.</p> <p>Integrated occupancy indicator lockset: Sargent 8200 series morise lock status indicator assembly with B lever trim and standard rose (or approved equal). Satin nickel finish. Furnish standard strikes with extended lips to protect trim/ frame from being marred by latch bolt.</p> <p>Auxiliary locksets: to be ANSI A156.5, Grade 1 bored type, unless noted otherwise. Manufactured by Sargent, Schlage, Best with B lever trim to match integrated occupancy indicator (or approved equal).</p> <p>Cylinders: ANSI A156.5, Grade 1, key as directed by Owner, same manufacturer as Lockset/ Latch set.</p> <p>Exit Devices: ANSI A156.3, Grade 1, surface vertical rod type, rim device. Furnish standard strikes with extended lips to protect trim/ frame from being marred by latch bolt. Sargent 8500 series (or approved equal).</p> <p>Closers: ANSI A117.1 compliant, surface and jamb mounted, adjustable, 180 degrees, full rack and pinion type with steel spring and non-freezing hydraulic fluid. Locate on interior side of exterior doors, maximum operating pressure of 8.5 lbs. LCN 4010 series (or approved equal).</p> <p>Push/ Pulls: ANSI A 156.6 straight type pulls with no exterior fasteners, satin nickel finish, manufactured by Lawrence, Stanley (or approved equal).</p> <p>Weather-stripping: Install continuous; without gaps, at door head and jambs.</p> <p>Thresholds: Maximum 1/2" height, ADA compliant, mill finish aluminum. Manufactured by Pemko (or approved equal).</p> <p>Floor Stops: ANSI A156.1, Grade 1, dome type, satin nickel finish.</p> <p>Wall Stops: ANSI A156.1, Grade 1, rubber donut type, satin nickel finish.</p> <p>Overhead door operators: Medium duty commercial wall mounted, jackshaft type overhead door operator complying with UL 325 standards and local Code requirements. Liftmaster MJ medium duty Logic wall mounted operator (or approved equal).</p> | <p style="text-align: right;">\$ 9200</p> |

DIVISION 6 - FINISHES**GYPSUM BOARD ASSEMBLIES, TILING:**

General:

Section includes gypsum board assemblies and accessories at interior walls and ceilings. Porcelain tile for interior floors and walls, tile backsplash, cementitious backer board and penetrating sealer.

Execution:

Install gypsum board in accordance with current Gypsum Association Fire Resistance Design Manual. Locate gypsum board joints so that no joints align with edge of openings. Tape, fill, and sand exposed joints, edges and corners to produce smooth surface ready to receive finishes. Level 4, light orange peel finish texture. Verify substrate is level, plumb, free from dust, debris, grease, wax or other foreign materials that may be detrimental to thin set tile installation.

Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Place tile joints uniform in width, subject to variances in tolerance allowed in tile size. Make joints watertight, without voids, cracks, excess mortar or grout.

Seal completed, cured tile areas with approved sealer.

RESILIENT TILE FLOORING:**General:**

Section includes Luxury Vinyl Tile flooring, transitions and accessories.

Samples:

Submit two manufactures standard samples showing the required colors for flooring and applicable accessories.

Safety Data Sheets (SDS):

Submit SDS available for adhesives, moisture mitigation systems, primers, patching/ leveling compounds, cleaning agents and material information sheets for flooring products.

Execution:**Preparation:**

Verify substrate conditions are acceptable for product installation in accordance with manufacturer's instructions (i.e. moisture tests, bond test, pH test, etc.).

Verify substrate conditions are acceptable for product installation in accordance with manufacturer's instructions (i.e. moisture tests, bond test, pH test, etc.).

Smooth concrete surfaces, removing rough areas, projections, ridges and bumps and filling low spots, control or construction joints and defects with approved patch and underlayment product.

Apply moisture mitigation primer in accordance with manufacturer's recommendations.

Clean subfloor of all debris, dust, solvents, varnish, paint, wax, grease or other foreign material that may affect adhesion or staining of flooring from sub-floor.

Installation:

Install flooring in strict accordance with current manufacturer's standards.

Scribe, cut and fit to permanent fixtures, columns, walls, partitions, pipes, outlets and casework.

Roll with 100-pound roller in field areas. Refer to specific rolling instructions of the flooring manufacturer. install flooring with adhesives, tools, and procedures in strict accordance with the manufacturers written instructions. Observe the recommended adhesive trowel notching, open times and working times.

PAINTS AND COATINGS:**General:**

Section includes surface preparation and field application of paints and other coatings.

Samples:

Submit two paper chip samples, 8 x 10 inch in size illustrating color for each surface-finishing product scheduled.

Execution:Preparation:

Verify substrate conditions are ready to receive work. Remove electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or applying finishes.

Galvanized Surfaces:

Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.

Uncoated Steel and Iron Surfaces:

Remove scale by wire brushing, sandblasting, clean by washing with solvent. Apply treatment of phosphoric acid solution. Prime paint after repairs.

Shop Primed Steel Surfaces:

Sand and scrape to remove loose primer and rust. Clean surfaces with solvent. Prime bare steel surfaces.

Wood Trim:

Patch and lightly sanded. Stain and lacquer.

Application & Cleaning:

Sand wood and metal surfaces lightly between coats to achieve required finish. Prime concealed surfaces of new exterior woodwork with primer paint or stain. Apply additional coats of primer and/ or finish if undercoats, stains, or other conditions show through final finish.

***At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint material from the site. Provide "WET PAINT" signs, as required to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations. At completion of construction activities of other trades, touch up and restore damaged or defaced painting surfaces. Provide labeled touch-up paint, label all leftover paint, and store as directed by Owner.

Schedule:Exterior Surfaces:

- **Steel - Painted or Primed:** Touch-up with compatible primer. Two coats of acrylic enamel, semi-gloss finish.
- **Steel - Galvanized:** One coat of galvanize primer. Two coats of acrylic enamel, semi-gloss finish.
- **Portland Cement Stucco:** One coat of primer. Two coats of acrylic enamel, flat finish.
- **CMU:** One coat of primer. Two coats of acrylic enamel, flat finish.
- **Pre-Finished Fiber Cement Siding:** Touch up with compatible primer. One coat of acrylic enamel recommended by siding manufacturer to match surface color and finish.
- **Pre-Primed Fiber Cement Siding/ Trim:** One coat of primer. Two coats of acrylic enamel, flat finish.
- **Wood- Painted finish:** Two coats of exterior acrylic enamel.
- **Wood- Transparent finish:** One coat of sanding sealer, One coat of stain, Two coats of polyurethane, satin finish

Products:

| DIVISION 6: FINISHES/TILE Description | Sub-Total |
|---|-----------------------|
| <p>Gypsum Board: Maximum available length in place: tapered or square edges; ASTM C36, 1/2" thick min. at walls, 5/8" thick at ceilings; moisture resistant at toilet rooms. Match existing thickness where blending with adjacent surfaces to remain.</p> <p>Accessories: Metal corner beads; Metal edge trim; GA-201 and GA-216, open mesh fiberglass joint reinforcing tape, joint compound; Type S12 hardened screws.</p> <p>Mortar: Polymer modified thin set mortar suitable for porcelain tile, white color manufactured by Custom, Mapal, or approved equal.</p> <p>Grout: As suited for application. Color to be selected by Owner from manufacturer's standard range.</p> <p>Cementitious Backer Board: High density glass fiber reinforced cement board, 1/2" thick, 2" open mesh fiberglass joint reinforcing tape at joints and corners.</p> <p>Tile Sealer: Penetrating type, "Miracle Sealants" Impregnator 511 (or approved equal).</p> <p>Floor Tile: Porcelain, matte finish, "Daltile" color body porcelain, Cream PF07 (or approved equal). 12"x 12" ashlar layout with 1/8" joints.</p> <p>Wall Tile: Porcelain, matte finish, "Daltile" color body porcelain, Earth Blend PF14 (or approved equal). Random horizontal layout with uniform joints.</p> | 7200 |
| DIVISION 6: FINISHES/LVT Description | Sub-Total |
| <p>Luxury Vinyl Tile (LVT): "Armstrong" Natural Creations Collections LVT, Hand Crafted Honey TP 074 6"x 48" (or approved equal).</p> <p>Wall Base Material: Provide 4" tall top set rubber base with cove bottom, manufactured by Armstrong, Flexco or approved equal. Color to be selected by Owner from manufacturer's standard selections.</p> <p>Adhesives: Provide "Armstrong" S543 Commercial Sheet Flooring and LVT adhesive for field areas (or approved equal) and "Armstrong" S-725 Wall Base Adhesive (or approved equal) at wall base.</p> <p>Accessories: For patching, smoothing and leveling monolithic subfloors, provide "Armstrong S-184 (or approved equal) fast setting, cement based patch and underlayment. Seal existing concrete slab with "Armstrong" S-452 (or approved equal) two-part moisture mitigation system. Provide resilient transition, reducing, edge strips and thresholds tapered to meet abutting materials, with color to match with flooring or as selected by Owner from standard colors available.</p> | 12,000 |
| DIVISION 6: PAINTS AND COATINGS Description | Sub-Total |
| <p>Paints & Coatings: Sherwin Williams, Miller, Parker, Rhodda, or approved. Colors to be approved by owner</p> | 7200 |
| | Division Total |
| DIVISION 6: Total of Finishes Tile, LVT, Paint and Coatings | \$ 26,400 |

DIVISION 7 – SPECIALTIES


TOILET, AND BATH ACCESSORIES:

General: Section includes toilet and bath accessories.

Execution:

Verify surfaces and internal wall blocking are ready to receive work. Install items plumb and level, securely and rigidly anchored to substrate. Mounting heights and locations as indicated on drawings.

Products:

| DIVISION 7: SPECIALTIES | Total Price |
|---|---|
| Description Hand Sanitizer Dispenser: Tork model #571600 hands free hand sanitizer dispenser. White color (or approved equal). Soap Dispenser: Tork model #57168-01 automatic soap dispenser. White color (or approved equal). Paper Towel Dispenser: Tork model #55238 Peakserve hands free mini towel dispenser. White color (or approved equal). Toilet Paper Dispenser: Tork model #555620 high capacity bath tissue dispenser. White color (or approved equal). Grab Bars: Satin stainless steel, 1 1/2" diameter, concealed mounting, Bobrick B-6206 (or equal). Mirror: Concealed Stainless steel channel frame, size as indicated on drawings. |  \$ 1,200 |

DIVISION 8 – EQUIPMENT**RESIDENTIAL EQUIPMENT:****General:**

Section includes range hood. Owner will provide all other appliances to be installed by contractor

Submittals:

Provide Manufacturer's literature for proposed range hood appliance for owner's approval.

Execution:

Set and adjust units' level and plumb and connect to utilities to make units operational. Set clocks, test appliances for proper operation and run dishwasher (1) complete cycle.

Products:

| DIVISION 8 – EQUIPMENT | Total Price |
|---|--------------------|
| Description <i>upto 10 weeks lead time</i> Range Hood: Pre-engineered 36" wide, Type 1 hood with roof mounted variable speed fan, make up air and light, stainless steel finish. Provide integrated fire suppression system with manual pull station and remote ADA controls. Denlar D-1000 series (or approved equal) | \$ 8200 |

DIVISION 9 – FURNISHINGS**CASEWORK:****General:**

Section includes wood cabinets, quartz countertops, and related hardware.

Submittals:

Provide door sample for cabinets and 4" x 4" stone sample for owners review/ approval

Shop Drawings: Indicate casework locations, scale plans, elevations, cabinet dimensions, clearances required, location and number of shelves, swing of doors, location of hardware, countertops and backsplashes

CABINETS, COUNTERS AND BACKSPLASH

General: Section includes wood cabinets, quartz countertops, and related hardware.

Fabrication:

All frame members shall be rabbet jointed with joints glued and stapled. All end panels shall be let into face frame rails. Attach backs to a ¾ inch x 3-½ inch (minimum) solid wood hanging rail mortised to receive back and bottom. Exposed drawer front to be secured to four sided drawer box with concealed fasteners. Drawer back and sub-front dovetailed to drawer sides or dadoed and glued into drawer sides. Drawer front glued and attached to sub-front by two screws. Drawer bottom dadoed and glued to back, sides, and sub-front.

Submittals: Provide door sample for cabinets and 4" x 4" stone sample for Owners's review/ approval.

Shop Drawings: Indicate casework locations, scale plans, elevations, cabinet dimensions, clearances required, location and number of shelves, swing of doors, location of hardware, countertops and backsplashes.

Products:

| DIVISION 9: FURNISHINGS Description | Sub-Total |
|---|-----------------------|
| <p>Face Frames or Stiles: ¾ inch thick plywood or hardwood, plastic laminate veneer. "Wilsonart" Blond Echo 7939 (or approved equal).</p> <p>End Panels: ½ inch plywood, plastic laminate veneer. "Wilsonart" Blond Echo 7939 (or approved equal). Shelves: ½ inch minimum MDO plywood, edge banded. One full depth shelf at each base cabinet dadoed and glued. Full depth shelves at wall cabinets, adjustable height in 1-inch increments. Two shelves at 30-inch high and greater wall cabinets. One shelf at wall cabinets less than 30 inches high. Shelf brackets shall be heavy duty metal and shall restrain shelf top to prevent shelf from tipping.</p> <p>Tops and Bottoms: ¾-inch-thick exterior grade plywood or high density particle board. Provide intermediate bottom supports at 24" o.c. maximum.</p> <p>Backs: Full backs of ½ inch thick exterior grade plywood</p> <p>Doors: Flush, overlay type, ¾ inch thick plywood, plastic laminate veneer. "Wilsonart" Blond Echo 7939 (or approved equal).</p> <p>Door Hinges: Heavy-duty 32 mm concealed type with 90 degree opening with independent height and side adjustment; Brushed chrome</p> <p>Drawer Glides: Full extension, soft close, ball bearing type. Medium duty with 50# minimum capacity.</p> <p>Door and Drawer Pulls: 1 1/4" solid round, brushed nickel finish.</p> <p>Toe Kick: ¾ inch minimum solid lumber. 4" rubber base to cover toe space after installation.</p> <p>Drawers: Fronts same material as doors. Sides, backs, and sub-front shall be ½ inch thick exterior grade plywood or solid lumber "C" grade. Bottom shall be ¾ inch exterior plywood</p> <p>Accessories: Plastic silencers.</p> | \$ 7800 |
| DIVISION 9: COUNTERS AND BACKSPLASH Description (add w/ cabinets for Division Total above) | Sub-Total |
| <p>Countertops: 3 cm quartz agglomerate countertops with full radius edge. Bullnose edge at all exposed edges.</p> <p>Backsplash Tile: 6" in height backsplash, glass tile with square edge. Tile behind range area to extend to bottom of range hood, installed with owner approved layout. Owner to choose tile color.</p> | \$ 5900 |
| | Division Total |
| DIVISION 9: Total for Furnishings, Counters & Backsplash | \$ 13,700 |

DIVISION 10 - FIRE SUPPRESSION

FIRE SUPPRESSION SYSTEM:

General:

Work of this Section is to be performed on a design-build basis with separate permits obtained by Contractor. Section includes installation of new NFPA 13D fire suppression system through out residential portion of building. Note that an Alternate Means and Methods approval for a limited NFPA 13D system has been approved by the Building Official for this project rather than standard NFPA 13 system otherwise required. Coordinate required work by other trades including, but not limited to plumbing and alarm systems. Existing building service is 1" copper line from 1" meter. Include any modifications that may be necessary to City Service in Work.

Shop Drawings:

Layout drawings shall be prepared by the sprinkler sub-contractor and shall include layouts of all equipment, piping and heads, valves, flow switches and devices used for control of flow. Drawings shall indicate relationship of all other overhead items including beams, ductwork, ceiling air diffusers, lighting fixtures and all other items that may impact lay-out.

Execution:

Prior to the commencement of the fire sprinkler system design or installation, carefully inspect existing conditions verify that the installation may be made in complete accordance with the design intent and all applicable codes.

Coordinate required work by other trades including, but not limited to plumbing and alarm systems. Existing building service is 1" copper line from 1" meter. Include any modifications that may be necessary to City Service in Work.

All fire protection piping and equipment shall be concealed except in areas without ceilings. Hold piping as tight to structure as possible. In general, run piping in areas without ceilings parallel to building elements in a neat, workmanlike manner. Do not cut or make holes in any part of the building or structure unless specifically approved by Owners.

Upon completion of installation fully instruct Owner's Representative in complete operations, adjustment and maintenance of system. Furnish and install (location as directed by Fire Marshal) a printed sheet, giving brief instructions regarding control, emergency procedure, and related operating and emergency data.

Products:

| DIVISION 10: FIRE SUPPRESSION SYSTEM | Total Price |
|--|--------------------|
| Piping, heads, valves, switches, alarms, pumps, motors and all other accessories as required for a complete, operational system. | \$ 9800- |

DIVISION 11 - PLUMBING

BASIC PLUMBING MATERIALS AND METHODS:

General:

The work of this section shall be completed on a Design-Build basis. Plumbing contractor shall provide and submit to the authority having jurisdiction all documents necessary to obtain such permits and receive all required inspections. The information provided on the drawings and listed below is provided to show general design intent and parameters. Contractor shall coordinate and verify all specific details and requirements as necessary to provide complete and functional systems complying with all applicable current codes. Contractor shall submit documents to Owner for review prior to permit submittal.

Submittals:**Record Drawings:**

Maintain one set of drawings at the job site for the purpose of recording work of the mechanical contract, as actually installed. Submit one complete set to Owner at completion of project.

Operation and Maintenance Manuals:

At time of system demonstration, submit one complete copy of the Operation and Maintenance Manuals to the Owner. Manual shall be bound in 3 ring binder, indexed and include all pertinent manufacturer, product and installer information.

Execution:

Install all equipment in strict accordance with the manufacturer's instructions unless otherwise indicated. Where the installation shown or specified is contrary to the manufacturer's instructions, advise the Owner in writing of the differences before proceeding with the installation.

Upon completion of installation, fully instruct Owner's Representative in complete operations, adjustment and maintenance of each respective installation.

Products:

| DIVISION 11: PLUMBING Description | Total Price |
|--|-------------------------------|
| <p>Water Closet: Floor mounted, commercial weight, ADA height, 1.28 gpf, automatic sensing flushometer, heavy-duty solid plastic seat, open front, American Standard Madera with Electronic flush valve (or approved equal).</p> <p>Shower: One piece, ADA compliant fiberglass shower stall with fold down bench and barrier free threshold. Best Bath model LBS403B A5T with folding seat, grab bars and curtain rod (or approved equal).</p> <p>Wall Mounted Lavatory: Vitreous china, ADA approved, wall mounted, American Standard Declyn (or approved equal).</p> <p>Countertop Sink: Two bowl, 18-gauge stainless steel, under mount sink, American Standard 'Danville' or equal.</p> <p>Lavatory Faucet: Single handle, pull out kitchen faucet, satin chrome, Delta Foundations or approved.</p> <p>Sink Faucet: Touch free, AC power operated, satin chrome, 0.5 gpm flow restricting aerator, Delta 591T or approved.</p> | <p>\$ 12,000⁰⁰</p> |

DIVISION 12 - HVAC**General:**

The work of this section shall be completed on a **Design-Build** basis under a separate permit to be obtained and paid for by Contractor. Work to include venting and make up air for commercial kitchen range hood and ductwork for bath exhaust fans.

Execution:

Verify that building is ready to receive work and framing and opening dimensions are as required. Ensure make-up air, ventilation and fixture clearances are in accordance with manufacturer's instructions and applicable codes. Coordinate work with other trades as required for complete operable system that does not compromise building envelope integrity.

| DIVISION 12: HVAC | Total Price |
|--|-------------|
| The work of this section shall be completed on a Design-Build | \$ 13000 |

DIVISION 13 - ELECTRICAL

BASIC ELECTRICAL MATERIALS AND METHODS:

General:

The work of this section shall be completed on a **Design-Build** basis under a separate permit. Electrical and low voltage contractors shall provide and submit to the authority having jurisdiction and service provider all documents necessary to obtain such permits and receive all required inspections. The information provided on the drawings and listed below is provided to show general design intent and parameters. Design-Build contractor is responsible for coordinating power requirements and providing appropriate wiring and making connections to HVAC equipment, kitchen equipment and other devices shown on drawings. Contractor shall coordinate and verify all specific details and requirements with serving utility and as necessary to provide complete and functional systems complying with all applicable current code provisions. Utilize existing circuits and devices where practical and safe. Device locations shown on drawings are intended to show completed work. Where existing devices are within 24" of those indicated on drawings and of appropriate type they may be retained.

The fire station radio and alerting system (wiring and components) is to be worked on only by designated radio technicians (or approval from technicians) from Washington County Consolidated Communications Agency (WCCCA) or Clackamas County Communications Center (CCOM).

Execution:

Install all items in strict accordance with the manufacturer's instructions, UL Listing and current Code requirements. Where the installation shown or specified is contrary to the manufacturer's instructions, advise the Owner in writing of the differences before proceeding with the installation.

Install luminaries uniformly aligned and level at heights indicated on drawings. Provide each fixture with a lamp as specified or as catalogued for the specific fixture type. Thoroughly clean fixtures and re-lamp fixtures as required upon completion of construction.

Touch up factory-painted surfaces, as necessary, with paint of matching color.

Products:

| DIVISION 13: ELECTRICAL | Total Price |
|--|-------------|
| Lighting: Refer to Drawings for Light Fixture Schedule Service Gear/ Panel: All equipment shall be by single manufacturer; Pass and Seymour/ Legrand, Square D (or approved equal). Receptacles and Devices: All switches and receptacles to be manufactured by Leviton, Pass and Seymour/ Legrand (or equal). All devices and cover plates to be by single manufacturer. | \$ 17000 |

DIVISION 14 - COMMUNICATION

General:

The work of this section shall be completed on a Design-Build basis. Low voltage contractors shall provide and submit to the authority having jurisdiction all documents necessary to obtain such permits and receive all required inspections. The information provided on the drawings and listed below is provided to show general design intent and parameters. Contractor shall coordinate and verify all specific details and requirements as necessary to provide complete and functional systems complying with all applicable current codes. Contractor to coordinate work with CCFD#1 and Gladstone IT department representatives for dispatch and alarm systems. Contractor shall submit documents to Owner for review prior to permit submittal.

Operation and Maintenance Manuals:

At time of system demonstration, submit one complete copy of the Operation and Maintenance Manuals to the Owner. Manual shall be bound in 3 ring binder, indexed and include all pertinent manufacturer, product and installer information.

Execution:

Install all items in strict accordance with the manufacturer's instructions unless otherwise indicated. Where the installation shown or specified is contrary to the manufacturer's instructions, advise the Owner in writing of the differences before proceeding with the installation.

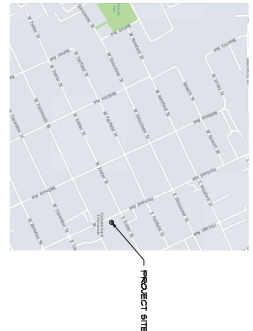
Touch up factory-painted surfaces, as necessary, with paint of matching color.

Products:

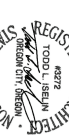
| | Total Price |
|--|-------------|
| DIVISION 14: COMMUNICATION | |
| Data/Cable: General Contractor to provide and install CAT6 cable from terminal board to outlet locations as indicated on drawings. Label location of each cable run at terminal board location. Owner will terminate connections at terminal board. | \$ 3400 |

| | |
|---|--------------------------|
| Bid Total (must match total on Schedule of Bid Price Document) | \$ 174,890 ⁰⁰ |
|---|--------------------------|

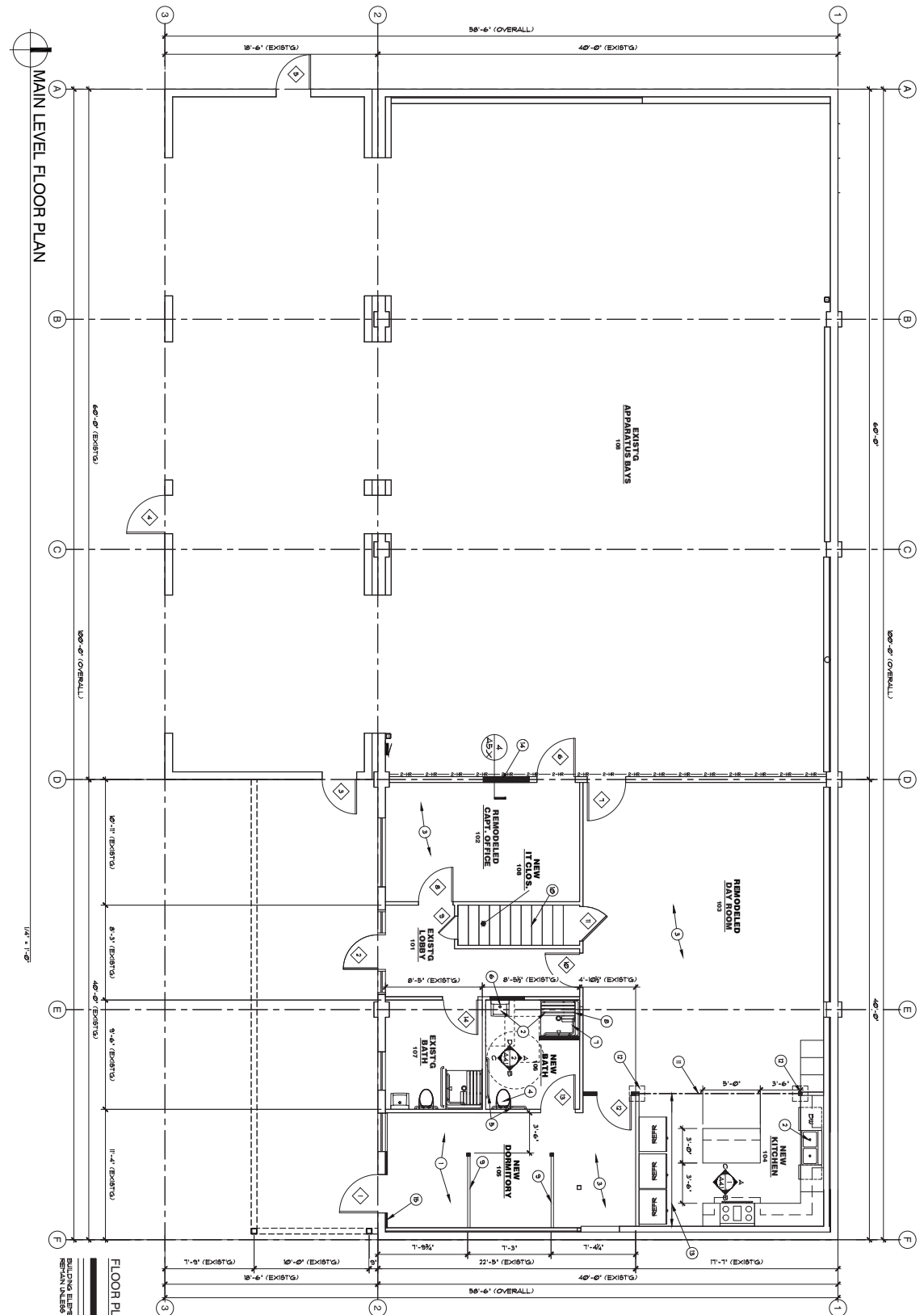
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SITE/ FLS PLAN



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FLOOR PLAN KEYNOTES

1. DETAIL EXISTING KITCHEN CABINETS AND APPLIANCES. REFER TO DETAIL PLAN.
2. BUILD NEW KITCHEN, DINING ROOM, AND BREAKFAST ROOM. FINISHES TO BE NEW FINISHES.
3. DETAIL EXISTING LIVING ROOM AND BREAKFAST ROOM. FINISHES TO BE NEW FINISHES.
4. EXISTING WATER CLOSET TO REMAIN.
5. DETAIL NEW GYM FLOOR TO BE NEW FLOORING.
6. EXISTING ATTIC ACCESS STAIR TO REMAIN.
7. DETAIL EXISTING WALL, HANG LAVATORY, MIRROR AND VANITY LIGHT FIXTURE.
8. DETAIL NEW ONE PIECE FLOOR, AS SHOWER AND VALVE. FINISHES TO BE NEW FINISHES.
9. DETAIL EXISTING JANUARY, REPAIRS TO BE NEW FINISHES.
10. DETAIL NEW 6" HIGH WALL WITH GOOD CAP PER DETAIL.
11. DETAIL NEW 6" HIGH WALL WITH GOOD CAP PER DETAIL.
12. DETAIL NEW 6" HIGH WALL WITH GOOD CAP PER DETAIL.
13. DETAIL NEW 6" HIGH WALL WITH GOOD CAP PER DETAIL.
14. DETAIL NEW 6" HIGH WALL WITH GOOD CAP PER DETAIL.
15. DETAIL NEW 6" HIGH WALL WITH GOOD CAP PER DETAIL.
16. DETAIL NEW 6" HIGH WALL WITH GOOD CAP PER DETAIL.
17. DETAIL NEW 6" HIGH WALL WITH GOOD CAP PER DETAIL.
18. DETAIL NEW 6" HIGH WALL WITH GOOD CAP PER DETAIL.
19. DETAIL NEW 6" HIGH WALL WITH GOOD CAP PER DETAIL.
20. DETAIL NEW 6" HIGH WALL WITH GOOD CAP PER DETAIL.

FLOOR PLAN LEGEND

- NEW WALL TO REMAIN
- EXISTING WALL TO REMAIN
- EXISTING WALL TO BE REMOVED

MAIN LEVEL FLOOR PLAN

SHEET #
A1.2

FLOOR PLAN

Interior Remodel for
Gladstone Fire Department

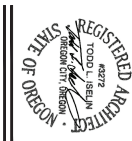
555 Portland Ave
Gladstone, OR 97027



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1307 Seventh Street
Oregon 97030-4545
www.iselinarchitects.com



Interior Remodel for
Gladstone Fire Department
555 Portland Ave
Gladstone, OR 97027

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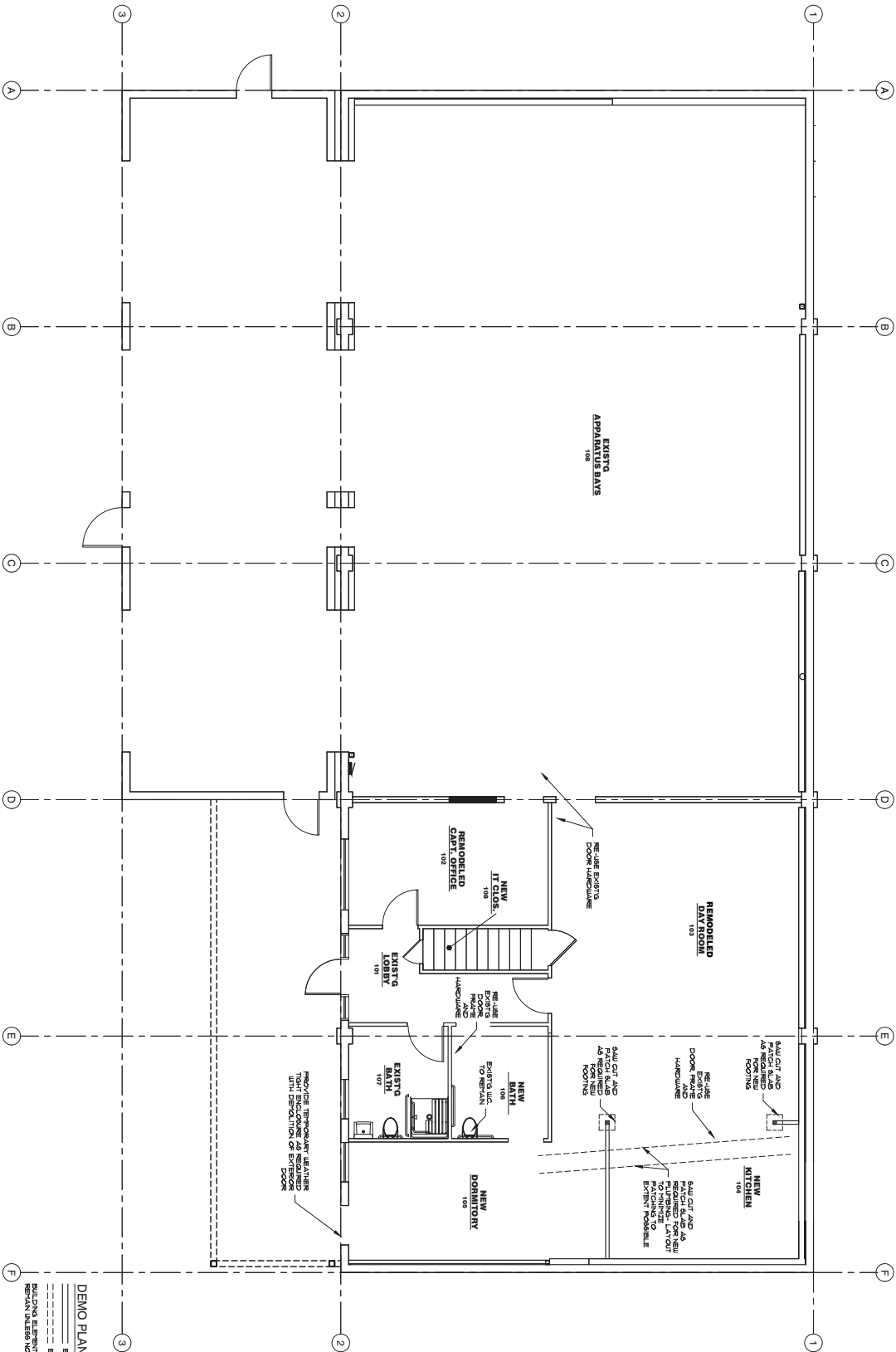
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FILE: APP
DATE: 9/30/2021

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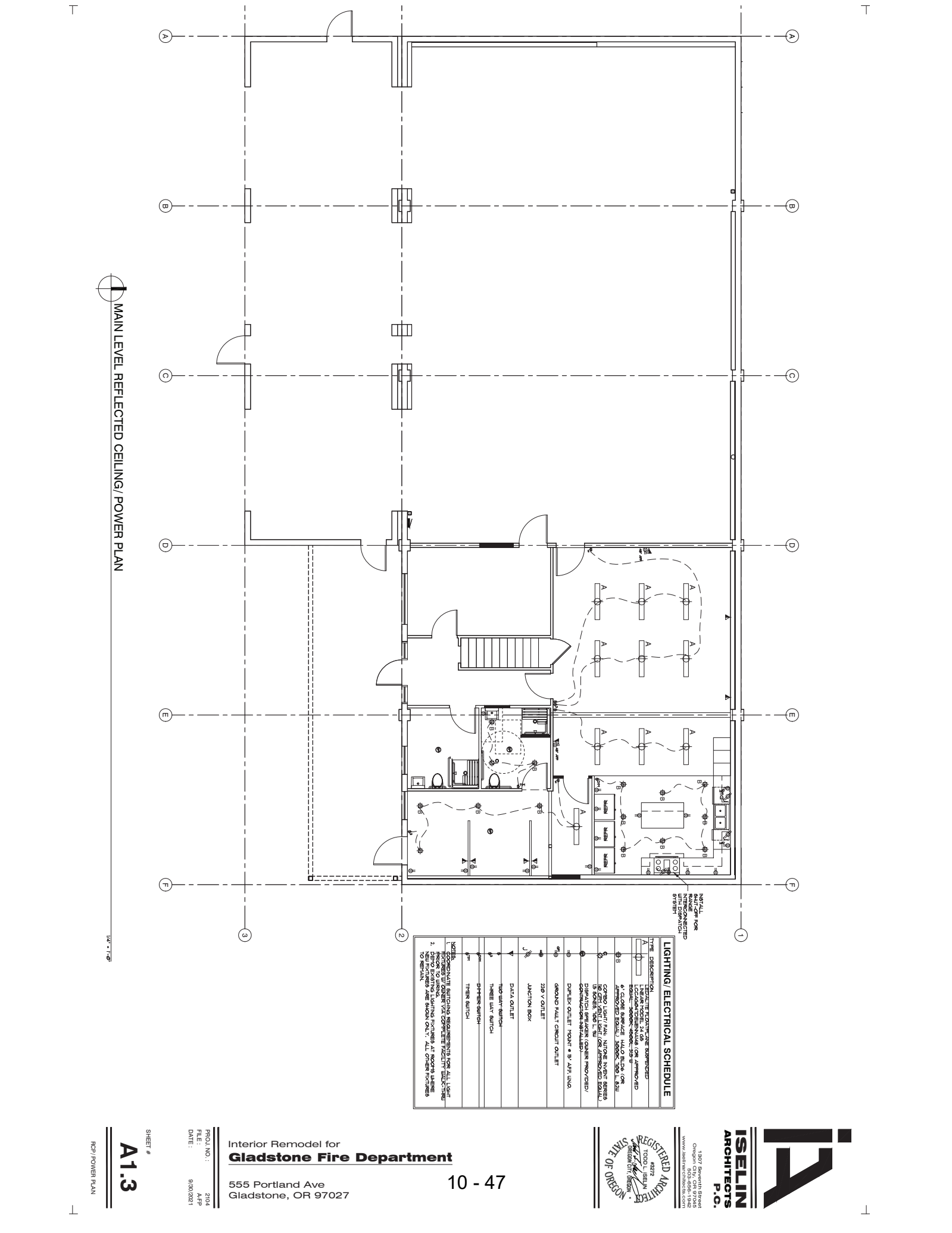
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FLOOR PLAN

MAIN LEVEL DEMOLITION PLAN



DEMO PLAN LEGEND
--- EXISTING WALL TO REMAIN
--- EXISTING WALL TO REMAIN TO BE REMOVED
--- EXISTING WALL TO REMAIN TO BE REMOVED
--- EXISTING WALL TO REMAIN TO BE REMOVED



MAIN LEVEL REFLECTED CEILING/ POWER PLAN

1/4" = 1'-0"

| LIGHTING/ ELECTRICAL SCHEDULE | |
|-------------------------------|---|
| SYMBOL | DESCRIPTION |
| A | LED RECESSED DOWNLIGHT - 4" DIA |
| B | LED RECESSED DOWNLIGHT - 6" DIA |
| C | 6" CLOSE SURFACE HALO BLDS (OR APPROVED EQUAL) 3000K, 100 L, 5W |
| D | CORRO LIGHT P/NL NIKOPE INVENT SERIES |
| E | 6" SQUARE DOWNLIGHT (OR APPROVED EQUAL) 3000K, 100 L, 5W |
| F | DISPATCH SPEAKER (OWNER PROVIDED/ DEMONSTRATED) |
| G | DISPATCH OUTLET MOUNT - 8" AFT. UNO |
| H | DISPATCH OUTLET MOUNT - 8" AFT. UNO |
| I | 220 V OUTLET |
| J | JUNCTION BOX |
| K | DATA OUTLET |
| L | TWO WAY SWITCH |
| M | THREE WAY SWITCH |
| N | SPOTTER SWITCH |
| O | THREE SWITCH |

NOTES:
1. DISCONNECT SWITCHING REQUIREMENTS FOR ALL LIGHT FIXTURES TO BE PROVIDED BY OWNER VIA COMPLETE FACILITY ELECTRICAL CONTRACTOR.
2. DISCONNECT SWITCHING REQUIREMENTS FOR ALL OTHER FIXTURES TO BE PROVIDED BY OWNER.

SHEET #

A1.3

PROJ. NO. :

2104

FILE :

APP

DATE :

9/30/2021

Interior Remodel for
Gladstone Fire Department

555 Portland Ave
Gladstone, OR 97027

REGISTERED ARCHITECT

40272

ISSELIN ARCHITECTS P.C.

1307 Seventh Street
Oregon 97030-4531-1042
www.isselinarchitects.com

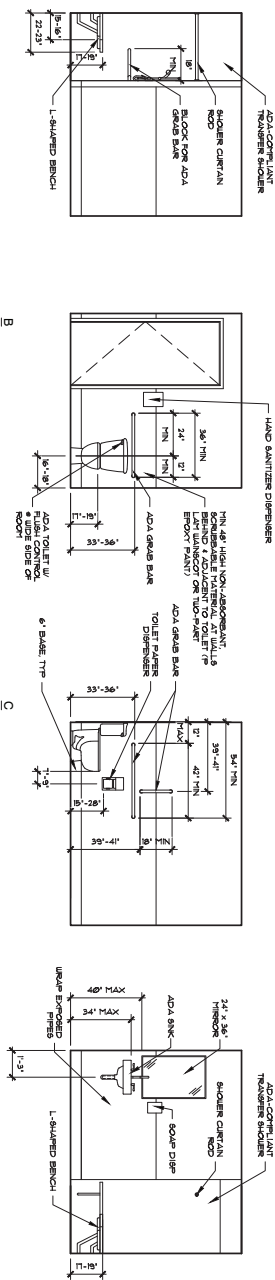
STATE OF OREGON

40272

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www.isselinarchitects.com

REGISTERED ARCHITECT
#3272
TODD L. ISELIN
ORIGINATOR
STATE OF OREGON
OREGON CITY, OREGON



KG = FULL GLAZED
PL = PLUMB
HG = HALF-GLAZED
KD = FREE-FINISHED
KN = KNOCK DOWN METAL TYPE
HM = HOLLOW METAL

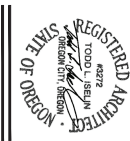
| DOOR SCHEDULE | | | | | | | | |
|---------------|---------------|-----|------|------|-------|-----|-------|--|
| MATERIALS | | | | | | | | |
| | SIZE | THK | TYPE | DOOR | FRAME | HOW | NOTES | |
| | | | | | | | | |
| 1 | 3'-0" x 7'-0" | NV | VP | HT | HT | 1 | 2.3A1 | EMBED EMBL EXISTS TO REPLAN |
| 2 | 3'-0" x 7'-0" | | | | | | | EXISTS TO REPLAN |
| 3 | 3'-0" x 7'-0" | | | | | | | EXISTS TO REPLAN |
| 4 | 3'-0" x 7'-0" | | | | | | | EXISTS TO REPLAN |
| 5 | 3'-0" x 7'-0" | | | | | | | EXISTS TO REPLAN |
| 6 | 3'-0" x 7'-0" | NV | VP | HT | HT | 2 | 3.0A1 | NO HURDLE IN LABEL EXISTS TO REPLAN |
| 7 | 3'-0" x 7'-0" | NV | VP | HT | HT | 2 | 3.0A1 | NO HURDLE IN LABEL EXISTS TO REPLAN |
| 8 | 3'-0" x 7'-0" | | | | | | | EXISTS TO REPLAN |
| 9 | 2'-0" x 7'-0" | | | | | | | EXISTS TO REPLAN |
| 10 | 3'-0" x 7'-0" | | | | | | | EXISTS TO REPLAN |
| 11 | 3'-0" x 7'-0" | NV | VP | HT | HT | 3 | | EXISTS TO REPLAN |
| 12 | 3'-0" x 7'-0" | NV | VP | HT | HT | 3 | | EXISTS TO REPLAN |
| 13 | 3'-0" x 7'-0" | NV | VP | HT | HT | 3 | | EXISTS TO REPLAN |
| 14 | 3'-0" x 7'-0" | NV | VP | HT | HT | 3 | | EXISTS TO REPLAN |

[illegible][illegible][illegible]

EX * CABINET TILE
OPT * CABINET TILE
GT * GRANITE TILE
GT * GRANITE TILE
R23 * RUBBER BASE
VP * VINYL PLANK
FL * 4" PLASTIC LAMINATE UNBOCOTTING (MATCH EXISTG.) OVER
GTFPM BOARD. SMOOTH FINISH GTFPM BOARD ABOVE
UNBOCOTTING

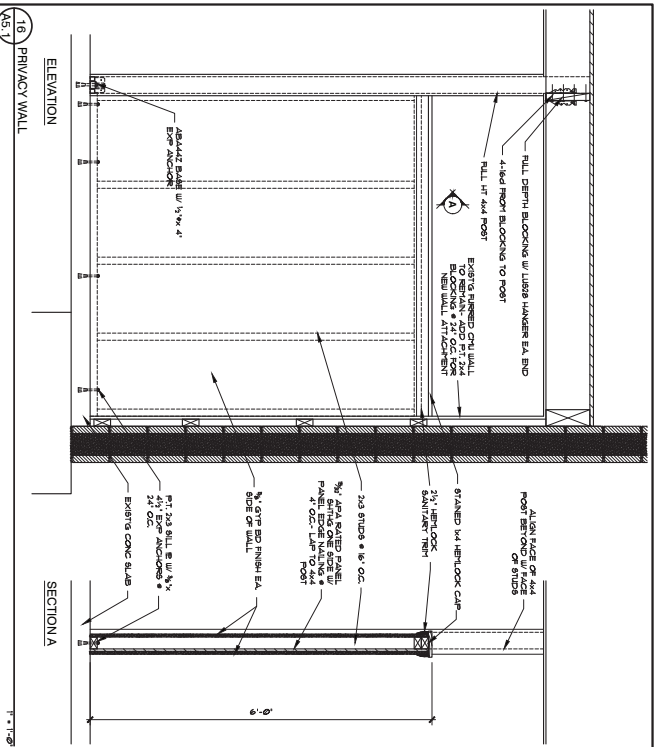
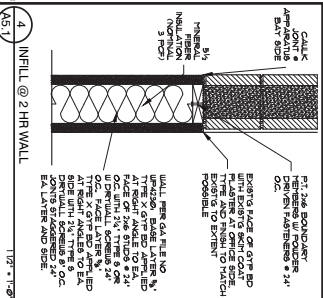
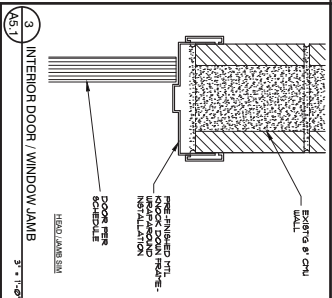
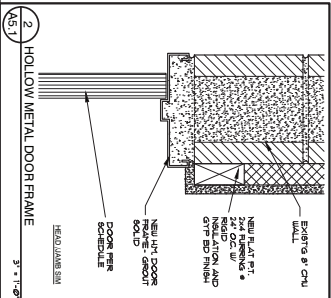


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Interior Remodel for
Gladstone Fire Department
555 Portland Ave
Gladstone, OR 97027

PROJ. NO.: 2104
FILE: ADET
DATE: 9/30/2021
SHEET #
A5.1
DETAILS





REGULAR AGENDA

City of Gladstone Staff Report

Report Date: June 7, 2022
Meeting Date: June 14, 2022
To: Gladstone City Council
Via:
From: Jacque M. Betz, City Administrator

AGENDA ITEM

Approve Ordinance 1515 and ordinance amending the Gladstone Municipal Code related to Middle Housing in compliance with HB 2001.

BACKGROUND

In the spring of 2021, the City of Gladstone initiated the Zoning Code Rewrite project (the project) to update Title 17 of the Municipal Code related to needed housing. This project is a critical opportunity to implement policies around improved housing choices in Gladstone in accordance with the Gladstone Housing Code Audit (2019), engage all community members including those who have traditionally been under-represented in the decision-making process, and align local policies and standards to the recently adopted Housing Bill 2001 (HB 2001).

House Bill 2001 requires local governments, including cities within the Portland Metro Area with more than 1,000 residents, to allow duplexes on every lot currently zoned for residential use and allow additional middle housing types such as triplexes, fourplexes, townhomes, and cottage clusters in areas where infrastructure is sufficient. The bill also requires that local land use regulations do not cause unreasonable cost or delay in permitting middle housing.

The bill defines “Middle housing” as duplexes, triplexes, quadplexes, townhomes, and cottage clusters. Although these housing types have historically been part of the housing stock of many communities, zoning regulations, including the those in the City of Gladstone’s Municipal Code, have recently omitted these housing types from areas zoned for single-family dwellings.

A city is required, by legislative action, to comply with HB2001. In the event that Gladstone is not able to do so, the DLCD approved model code will go into effect July 1, 2022 for residential zones that implement a residential use district and permit outright the development of detached single household dwelling units.

Summary of April and May Public Hearings

At the April 19, 2022 and May 18, 2022 Planning Commission hearing, Clackamas County planning staff and members of the MIG consultant team provided an overview of the proposed amendments and additional refinements. Following the presentation, the Planning Commission recommended unanimous approval of the proposed amendments with a few additional changes presented during the meeting.

These proposals are subject to Chapter 17.68, Amendments and Zone Changes and Chapter 17.94, Hearings, of Title 17 of the Gladstone Municipal Code. As proposed, planning staff, planning consultants, and the Planning Commission find the amendments consistent with all applicable standards from Title 17 of the Gladstone Municipal Code (GMC), the Statewide Planning Goals and Metro’s Functional Plan (see Exhibit A - Staff report provided to the Planning Commission and amended to include changes related to sidewalks).

PROPOSAL

The packet before the City Council is the amended comprehensive plan and community development code for the City of Gladstone to be compliant with the requirements set forth in HB2001, while also providing clarity and being consistent with the Statewide Planning Goals, the Municipal Code, and Metro's Functional Plan and Transportation Planning Rule (OAR 660-012-0060).

The text of the Gladstone Zoning Code is amended in the following respects:

- Chapter 17.06 (Definitions)
 - Add minimum units/acre to Cottage Cluster definition per Administrative Rules and clarify units/acre as minimum density requirements in 17.10 and 17.12.
 - Removed references to familial and nonfamilial relationships.
 - Added Middle Housing Type definitions.
 - Clarified definitions for “home for the aged,” “hospitals,” and “nursing home”.
 - Clarified “Large Scale Planned Unit Development”.
- Chapter 17.10 (R-7.2 Zone) and 17.12 (R-5 Zone)
 - Modified floor area standards for ADUs and exempted ADUs from a maximum size for basement conversions.
 - Exempt cottage clusters and townhomes from max. units/acre.
 - Changed “family” to “household”.
 - Clarified dimensional standards per HB 2001 requirement.
 - Added consistent and clear standards for Cottage Clusters.
 - Requires developers to provide curbs, associated drainage and sidewalks within the right-of-way of new structures and Middle Housing Land Divisions.
- Chapter 17.14 (MR Multi-Residential)
 - Changed “family” to “household”.
 - Renamed Two-Family dwellings to “Duplex”.
 - Added Triplex, Quadplex, Townhouse, Cottage Cluster with detached Single-household dwellings as a conditional use.
- Chapter 17.38 (Planned Unit Development) – Clarify provision for large PUDs, especially to ensure future use conversions of large lots.
 - Clarified exceptions for middle housing developments.
- Chapter 17.48 (Off-Street Parking)
 - Changed “family” to “household”.
 - Changed 1.5 required parking spaces to 1 parking space per dwelling unit.
- Chapter 17.62 (Mobile Home Park)
 - Clarified mobile home park side and rear yard setbacks.

- Chapter 17.76 (Exceptions)
 - Changed “family” to “household”.
 - Added provision that allows construction of multi-household dwellings within the same structure footprint.
 - Removed provision that duplexes continue to be nonconforming (the addition of middle housing types as permitted uses results in this provision being unnecessary).
- Chapter 17.80 (Design Review)
 - Changed “family” to “household”.

The text of the Gladstone Comprehensive Plan is amended in the following respects:

- A. At page 5, the Low Density Residential section is amended to be read as follows:
“Appropriate uses include, but are not limited to, single-household and middle housing dwellings, churches, schools, day-care centers, community centers, nursing homes, home occupations, and similar uses.”
- B. At page 5, the Medium Density Residential section is amended to be read as follows:
“Appropriate uses include, but are not limited to, single-household, middle housing, and five-to-eight multi-household dwellings, mobile home parks, professional offices, schools, parks, community and day-care centers, churches, nursing homes, home occupations, and similar uses.”
- C. At page 5, the High Density Residential section is amended to be read as follows:
“High density areas may offer a wide range of housing opportunities.”
- D. At page 6, the Commercial section is amended by removing the following paragraph:
“Certain classes of commercial land uses may not be compatible with a residential environment, particularly single family dwellings. Efficiency and convenience to users should be emphasized. Ordinarily residential and commercial land uses are considered incompatible unless proper and careful design treatment is provided.”
- E. Throughout the Comprehensive Plan, all references to “family” to describe housing occupancy types are replaced with “household.”

Options

1. Adopt the proposed amendments. The proposed amendments before you are intended to comply with HB 2001, provide clarity, and come into in compliance with federal, or state requirements.
2. Only adopt changes to the amendments required for HB 2001 compliance:
 - a. Adding Middle Housing Type definitions to Chapter 17.06 (Definitions)
 - b. Changed 1.5 required parking spaces to 1 parking space per dwelling unit in Chapter 17.48 (Off-Street Parking)
 - c. Amend Chapter 17.10 (R-7.2 Zone) and 17.12 (R-5 Zone) including:
 - i. Exempt cottage clusters and townhomes from max. units/acre.
 - ii. Clarified dimensional standards per HB 2001 requirement.
 - iii. Added consistent and clear standards for Cottage Clusters.
3. Keep the Gladstone Municipal Code as it is now and effectively adopt the state’s Model Code on July 1, 2022. The Model Code includes the provision of counting on-street

parking towards the 1 space per dwelling unit that is the maximum amount of parking Gladstone is able to require for single-household homes and all middle housing types.

Cost Impact

The proposal does not have any cost implications aside from staff time and City resources for finalizing the amendments.

Recommended Staff Action

Staff recommends Council approve Option 1 with the amendments to the Gladstone Zoning and Development Code and Comprehensive Plan to meet the requirements of House Bill 2001.

Recommendations on Future Code Amendments

In their review of the proposed code amendments, DLCD provided comments around two additional areas of Gladstone Municipal Code where future amendments would be needed. Staff recommends adopting the draft code amendments as modified above for compliance with HB 2001, then consider further amendments to the code as follows.


- HB 4064: Amend the R-5 and R-7.2 zoning districts to comply with HB 4064, which prohibits cities from regulating manufactured dwellings in a manner that is inconsistent with detached single-family dwellings. This may include but is not limited to removing separate design standards for manufactured dwellings or making the design standards the same for detached single-family dwellings in the same zone.
- ORS 197.307: Update the conditional use standards (specifically as they relate to conditional uses in the R-5, R7.2, and MR Zones) to separately comply with the rule that requires cities to adopt clear and objective standards for housing that do not result in additional cost or delay (Senate Bill 1051).

Recommendations for Additional Affordability Methods for Middle Housing

OAR 660-046-0030 also requires cities to "include findings demonstrating consideration...of methods to increase the affordability of Middle Housing through ordinances or policies that include but are not limited to":

- Waiving or deferring system development charges;
- Adopting or amending criteria for property tax exemptions or property tax freezes; and
- Assessing a construction tax.

While this is a requirement for Gladstone's compliance with HB 2001 and Goal 10 findings, this specific requirement is not regulated by zoning and is a separate policy discussion that should continue to be discussed in the future.



Department Head
Signature

6/7/2022

Date



City Administrator
Signature

6/8/22

Date

ORDINANCE 1515
CITY OF GLADSTONE, OREGON

***AN ORDINANCE AMENDING THE GLADSTONE COMPREHENSIVE PLAN LAND USE
MAP AND RESIDENTIAL USE DESIGNATIONS, GLADSTONE MUNICIPAL CODE
TITLE 17 ZONING AND DEVELOPMENT AND AMENDING THE ZONING MAP FOR
THE PURPOSE OF ADDRESSING MIDDLE HOUSING TO COMPLY WITH HOUSE
BILL (HB) 2001, FILE TXT-2022-01***

The City of Gladstone does ordain as follows:

WHEREAS, It is the intent of the City of Gladstone to support and promote housing opportunities and housing choice throughout the city; increase the supply of middle and attainable housing and providing equitable access to housing for all; and

WHEREAS, the proposed code amendments implement several of the goals and policies of the city's comprehensive plan related to housing and comply with Oregon House Bill (HB) 2001; and

WHEREAS, legal and public notices have been provided as required by law, and multiple opportunities for public review and input has been provided over the last year; and

WHEREAS, on April 19, 2022 and May 17, 2022 the Gladstone Planning Commission conducted a public hearing and adopted a motion in support of the amendments; and

WHEREAS, the City Council finds that the proposed amendments are in the public interest of the City of Gladstone; and

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

Section 1. Findings. Findings of fact in support of the amendments are adopted by the City Council and are attached as Exhibit A.

Section 2. Amendments. The Gladstone Municipal Code (GMC) is amended as described in Exhibit B. New language is in red; repealed language is ~~struck through~~, and Exhibit C is the clean version.

All remaining provisions of Title 17 of the Gladstone Municipal Code are reaffirmed in their entirety.

This Ordinance is effective 30 days after approval.

This Ordinance adopted by the Gladstone City Council and approved by the Mayor this ____ day of _____, 2022.

ATTEST:

Tamara Stempel, Mayor
Ord.1515.MiddleHousingHB2001.docx

Tami Bannick, City Recorder



Agenda Item No. 3

PC Meeting Date: 04/19/22

STAFF REPORT

File No: TXT-2022-01;

Applicant or Presenter: City of Gladstone and MIG

Project Location: Residential Zoning Districts Citywide including: R7.2, R5 and MR Zoning Districts

Project Description: In the spring of 2021, the City of Gladstone initiated the Zoning Code Rewrite project to align local policies and standards to the recently adopted Housing Bill 2001 (HB 2001). House Bill 2001 requires local governments, including Gladstone, to allow duplexes, triplexes, fourplexes, townhomes, and cottage clusters in areas currently zoned for single family and multifamily homes.

SUMMARY

In the spring of 2021, the City of Gladstone initiated the Zoning Code Rewrite project (the project) to update Title 17 of the Municipal Code related to needed housing. This project is a critical opportunity to implement policies around improved housing choices in Gladstone, engage all community members including those who have traditionally been under-represented in the decision-making process, and align local policies and standards to the recently adopted Housing Bill 2001 (HB 2001).

House Bill 2001 requires local governments, including cities within the Portland Metro Area with more than 1,000 residents, to allow duplexes on every lot currently zoned for residential use and allow additional middle housing types such as triplexes, fourplexes, townhomes, and cottage clusters in areas where infrastructure is sufficient. The bill also requires that local land use regulations do not cause unreasonable cost or delay in permitting middle housing.

The bill defines “Middle housing” as duplexes, triplexes, quadplexes, townhomes, and cottage clusters, although historically part of the housing stock of many communities, these housing types have recently been omitted from many local zoning regulations, particularly in areas zoned for single-family dwellings.

These proposals are subject to Chapter 17.68, Amendments and Zone Changes and Chapter 17.94, Hearings, of Title 17 of the Gladstone Municipal Code. As proposed edited, planning staff find the amendments consistent with all applicable standards from Title 17 of the Gladstone Municipal Code (GMC), the Statewide Planning Goals and Metro's Functional Plan.

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EXHIBITS

Exhibit 1. Location Map

APPENDIX: SUBSTANSIVE FILE DOCUMENTS

- A. Draft Amendments**
- B. Public Notice,**
- C. PAPA Notice**
- D. Comments Received**

I. PUBLIC NOTICE

Published In: Clackamas Review, DLCD's post-acknowledgment plan amendment website (PAPA), and on the Gladstone Website; Needed Housing Advisory Committee; City Council and Planning Commission work session; Gladstone Website and Gladstone Weekly Update.

Responses Received: Comments were received from the public through an online survey and through a committee meeting and joint work session with the City of Gladstone Planning Commission and City Council.

II. CONSISTENCY WITH STATEWIDE PLANNING GOALS

- 1. Goal 1 – Citizen Involvement:** To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process.

Finding: Goal 1 requires the City to incorporate six key components in its public involvement program:

- Citizen Involvement: An officially recognized committee for public involvement broadly representative of geographic areas and interests related to land use and land-use decisions to provide for widespread public involvement;
- Communication: Mechanisms for effective two-way communication between the public and elected/appointed officials;
- Influence: Opportunities for the public to be involved in all phases of the planning and decision-making process including developing, evaluating, and amending plans;
- Technical Information: Access to technical information used in the decision-making process, provided in an accessible and understandable format;

- Feedback Mechanisms: Programs to ensure that members of the public receive responses from policymakers and that a written record for land-use decisions is created and made accessible; and,
- Financial Support: Adequate resources allocated for the public involvement program as an integral component of the planning budget.

The following is a summary of activities undertaken by the City as part of the City's community engagement effort to support the production and adoption of the Housing Code Amendments.

The City conducted public meetings and work sessions that were open public forums held between November 2021 and April 2022. Each work session included opportunities for elected officials, appointed officials, and the public, to review draft code amendments, discuss key aspects, and answer questions. The City also hosted an informational project webinar on the City's website and an online survey to solicit feedback on the proposed code changes.

The City publicized these work sessions on the City of Gladstone website, through the City newsletters and during other public meetings.

The first public meeting held with the Planning Commission presented the scope of work to be completed as part of the HB 2001 code amendments. The meeting also included an overview of the findings from the Summary Report and introduced the Downtown Overlay Zone process. The Planning Commission was generally supportive of needed housing and code changes to Portland Ave. The Commission expressed the need for the process to consider parking, traffic and infrastructure impacts. An additional request around increasing the accessory dwelling unit size was also expressed.

The City also held a joint working session with the Planning Commission and City Council on March 15, 2022 to review the proposed amendments. The following summarizes general comments by the Planning Commission and City Council and responses by City staff and consultant team:

- Encourage ADA accessibility in the design of all new housing in Gladstone.
 - Response: Although the intent of middle housing is to provide a broader range of housing types including for seniors and older adults, ADA accessibility is not part of the proposed amendments. ADA standards are addressed in the Building Code and any applicant will be required to meet these standards during review of individual applications.
- Ensure required parking is provided off-street.
 - Response: The amendments will specify that all required parking must be provided off-street.
- Transit access is limited in Gladstone which does not provide adequate options when also lowering required parking.
 - Response: Point noted. The proposed amendments meet the minimum requirements of recent Oregon Administrative Rules related to parking requirements. An applicant still has the burden of proof to show that infrastructure is available or will be made available to service the development.

- Remove middle housing as a permitted use as currently proposed in the MR (Multi-Family Residential Zone).
 - Response: Point noted. The proposed amendments will be modified to address this comment.
- Consider impacts of allowing Planned Unit Development in any zone, especially given larger lots along 82nd Ave.
 - Response: Point noted. The proposed amendments will be modified to address this comment.

Where appropriate and not in conflict with HB2001 and the Division Rules, comments and proposed revisions are shown in blue as part of the hearing materials for the Planning Commission.

In addition, the City hosted an online survey to allow community members to provide feedback on proposed changes. Survey responses were collected and initially presented to the joint Technical Advisory Committee and Needed Housing Advisory Committee and at the joint work session. Following the work session, the survey was reopened for those interested to participate. The two major findings from the survey indicated that respondents wanted to “encourage more intense residential development in undeveloped areas at the edges of town” when asked what strategies would be most effective at creating positive and desirable housing opportunities in Gladstone. Another key finding was that many respondents indicated that including standards that ensured middle housing looks and feels like the existing single family housing inventory is the right direction to pursue.

At the same time of the survey was launched, a recorded community webinar was posted to the project website. This webinar provided an overview of the process, the requirements of HB 2001 and directed viewers to the survey.

The City’s prior initiatives related to the provision of more housing choice (the Downtown Revitalization Plan, 2018; and the Housing Code Audit, 2019) entailed extensive community engagement, including community forums, and information on the City website. The City appointed a diverse group of community stakeholders to serve on an Advisory Committee for the Housing Code Audit, and all members of that Committee have been invited to participate in the housing code amendment work sessions as well as the Planning Commission hearings on the topic.

For this effort, the Needed Housing Advisory Committee (NHAC) made up of seven community and industry representatives, along with the Technical Advisory Committee (TAC), provided guidance throughout the process with three meetings held between September 2021 and April 2022.

Based on the findings above, the code amendments and Comprehensive Plan amendment to implement HB 2001 as referenced, is consistent with Statewide Planning Goal 1.

Goal 2 – Land Use Planning: To establish a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions.

Finding: Statewide Planning Goal 2 requires each local government in Oregon to have and follow a comprehensive land use plan and implementing regulations. Cities and counties must build their comprehensive plans on a factual base, and follow their plan when making decisions on appropriate zoning. City and county plans must be consistent with one another. Special district and state agency plans and programs must be coordinated with comprehensive plans.

Generally, the housing code amendments are consistent with the current Comprehensive Plan and implements several goals. Currently the Gladstone Comprehensive Plan includes the following Goals:

Land Use Planning Goals: *“To provide and maintain a high standard for Gladstone’s quality of life.” And “To ensure a factual base for land use decisions and actions and to establish a planning process and policy framework for this purpose.”*

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

Because the Comprehensive Plan provides the land use policy guidance for the City, amendments and clarifications to the plan are also proposed to ensure that it is consistent with the proposed development code text amendments.

Notice of the housing code amendment package consideration was provided to Metro and DLCD through the Post-Acknowledgement Plan Amendment website and distribution system.

Therefore, the code amendments and Comprehensive Plan amendment to implement HB2001 as referenced, are consistent with Statewide Planning Goal 2.

Goals 3 -4 – Agricultural and Forest Lands:

Finding: These goals are not applicable because the housing code amendments do not change the City of Gladstone policies required to meet these goals that are directed at rural areas and counties.

Goal 5 – Open Spaces, Scenic and Historic Areas, and Natural Resources: To protect natural resources and conserve scenic and historic areas and open spaces.

Finding: Goal 5 aims to protect natural resources and conserve scenic and historic areas and open spaces. Particularly in urban areas, the emphasis of Goal 5 is on the inventory and conservation of wetlands, riparian zones, and wildlife habitats. In addition to Goal 5, the City is required to comply with Metro Title 13 for all mapped resources located within

the UGB. By meeting the requirements of Title 13, the City also complies with Goal 5 for riparian areas and wildlife habitat. Metro Title 13 is addressed in the findings for the Urban Growth Management Functional Plan.

The Gladstone Municipal code contains the following zoning overlays that were adopted by the City to provide protection for Significant Natural Resources under Statewide Planning Goal 5 and to comply with the provisions of OAR 660, Division 23:

- 17.25 HCAD—Habitat Conservation Area District;
- 17.26 OS—Open Space District;
- 17.27 WQ—Water Quality Resource Area District;
- 17.28 GW—Greenway Conditional Use District; and
- 17.29 FM—Flood Management Area District.

The City of Gladstone works closely with the Gladstone Historical Society to promote the enjoyment, research, documentation, preservation and public enrichment of the history and heritage of Gladstone, Oregon and the surrounding local area. The Gladstone Municipal Code, Chapter 2.48, includes the ability for a Historic Preservation Board to review alterations to historic landmarks. A 2009 survey of historical resources in downtown Gladstone found that 19% (22 buildings) of the buildings surveyed were potentially eligible for designation on the National Register. Recently, the City worked with the Gladstone Historical Society to display the history of Gladstone in the newly constructed City Hall.

HB 2001 and the accompanying Oregon Administrative Rules (OARs) allows a City to regulate and/or limit development of middle housing on the Goal-Protected Lands.

The housing code amendments neither reduce, nor increase, the pressure for the redevelopment of historic resources. The housing code amendments do not modify these natural resource zoning overlay districts or historic preservation efforts. The Comprehensive Plan Update, through the adoption of the housing code amendments, does not propose any changes to the adopted inventories, the Comprehensive Plan Map, or the natural resource zoning districts in the Gladstone Municipal Code. Goal 5 does not directly apply to the housing code amendment or comprehensive plan amendment because no new Goal 5 program is advanced by this amendment and no existing Goal 5 program is changed by this amendment.

Based on the findings above, the Comprehensive Plan Update to adopt the housing code amendments as referenced, is consistent with Statewide Planning Goal 5.

Goal 6 – Air, Water and Land Resources Quality: To maintain and improve the quality of the air, water and land resources of the state.

Finding: Goal 6 instructs local governments to consider protection of air, water and land resources from pollution and pollutants when developing comprehensive plans. The pollutants addressed in Goal 6 include solid waste, water waste, noise and thermal pollution, air pollution, and industry-related contaminants. Comprehensive Plans must demonstrate consistency with

the administrative rules related to air, water, and land quality established by the Environmental Quality Commission (EQC).

Under the oversight of the EQC, the Oregon Department of Environmental Quality (DEQ) regulates air, water, and land through its permitting actions under the federal Clean Water Act and Clean Air Act. The Department of State Lands and the Army Corps of Engineers regulate jurisdictional wetlands and waters of the state and the country, respectively. The City of Gladstone Public Works department regulates impervious surface and stormwater runoff throughout the City through design standards applied to development. The Clackamas County Water Environmental Services and Oak Lodge also provide sewer and stormwater services for City residents. The Gladstone Municipal Code (GMC) has the following overlay districts that are related to water quality, wetlands, and surface water:

- 17.25 HCAD—Habitat Conservation Area District;
- 17.27 WQ—Water Quality Resource Area District; and
- 17.29 FM—Flood Management Area District.

While air quality is largely regulated by DEQ, the City can impose conditions of approval on land use approvals that require minimizing air pollution and carbon emission impacts through actions such as vegetative plantings and conservation.

The Federal Transit Administration and Federal Highway Administration enforce noise standards for federally-funded rail and highway projects. The Oregon Noise Control Act authorizes cities and counties to adopt and enforce noise ordinances and standards of their own. Gladstone regulates noise through the GMC Chapter 8.12 Noise Control, which designates prohibited noises and maximum permissible environmental noise and sound levels. Gladstone's Zoning Code (Chapter 17) also includes noise-related provisions in several sections of the code, often referring to the City's Noise Ordinance in Chapter 8.12 or standards of the DEQ.

HB 2001 and the accompanying Oregon Administrative Rules (OARs) allows a City to regulate and/or limit development of middle housing on the Goal-Protected Lands.

The housing code amendments package does not modify existing water resource zoning overlay districts or noise ordinance. The adoption of the amendments does not propose any changes to the adopted inventories, the Comprehensive Plan Map, or the water resource zoning districts in the Gladstone Municipal Code. Goal 6 does not directly apply to the housing code amendments, or comprehensive plan amendment because no new Goal 6 program is advanced by this amendment and no existing Goal 6 program is changed by this amendment. Therefore, Goal 6 is not applicable to the housing code amendments and associated comprehensive plan amendment because the amendment does not propose to change comprehensive land use plan policies or implementing regulations for compliance with Statewide Planning Goal 6.

Based on the findings above, the Comprehensive Plan amendment to adopt the housing code amendment as referenced, is consistent with Statewide Planning Goal 6.

Goal 7 – Areas Subject to Natural Disasters and Hazards: To protect people and property from natural hazards.

Finding: Goal 7 requires local comprehensive plans to address Oregon’s natural hazards. Protecting people and property from natural hazards requires knowledge, planning, coordination, and education. Natural hazards applicable to Gladstone include floods, landslides, weak foundation soils, earthquakes, and wildfires. Goal 7 calls for local governments to respond to new hazard inventory information provided by federal and state agencies by adopting or amending plan policies and implementing measures as needed. For riverine flood hazards, local governments must adopt and implement local floodplain regulations that meet the minimum National Flood Insurance Program (NFIP) requirements. In implementing natural hazard plans and policies, the State goal urges local governments to do the following: coordinate plans with emergency preparedness and recovery programs; consider stormwater management as a means to address flood and landslide hazards; consider nonregulatory approaches to implementing hazard plans; and to require technical reports when reviewing development requests in hazard areas.

The City of Gladstone complies with Goal 7 by regulating development in hazard-prone areas through the Municipal Code, the Public Works Design Guidelines and MOU’s with Clackamas County on fire response and other emergency preparedness efforts. The following Gladstone Municipal Code Chapters address flooding and landslides:

17.27 WQ—Water Quality Resource Area District.

17.29 FM—Flood Management Area District.

Additionally, the Design Review and Conditional Use land use processes address applicable natural hazards.

HB 2001 and the accompanying Oregon Administrative Rules (OARs) allow a City to regulate and/or limit development of middle housing on the Goal-Protected Lands.

The housing code amendments do not modify existing zoning overlay districts or design standards related to protecting development from hazards. The adoption of the housing code amendments does not propose any changes to the adopted inventories, the Comprehensive Plan Map, or the overlay zoning districts in the Gladstone Municipal Code. Goal 7 does not directly apply to the housing code amendments or comprehensive plan amendment because no new Goal 7 program is advanced by this amendment and no existing Goal 7 program is changed by this amendment.

Therefore, Goal 7 is not applicable to the housing code amendments and associated comprehensive plan amendment because the amendment does not propose to change comprehensive land use plan policies or implementing regulations for compliance with Statewide Planning Goal 7.

Based on the findings above, the Comprehensive Plan amendment to adopt the housing code amendments as referenced, is consistent with Statewide Planning Goal 7.

Goal 8 – Recreational Needs: To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.

Finding: Goal 8 requires local governments to plan for the recreation needs of their residents and visitors. The goal places priority on non-motorized forms of recreation, and recreation areas that serve high-density populations with limited transportation options and limited financial resources. It also places priority on recreation areas that are free or available at a low cost to the public.

The City of Gladstone has a robust system of parks, recreation facilities and trails, including 14 neighborhood parks, community gardens, and natural areas. All of Gladstone's parks are owned and managed by the City. The City completed a Parks Master Plan in 2017. Many of the current parks are included in the Open Space District that is regulated by Chapter 17.26 of the Gladstone Municipal Code.

HB 2001 and the accompanying Oregon Administrative Rules (OARs) allow a City to regulate and/or limit development of middle housing on the Goal-Protected Lands.

The housing code amendment does not modify existing open space overlay districts or the Parks Master Plan. The adoption of the housing code amendments does not propose any changes to the Parks Master Plan, adopted inventories, the Comprehensive Plan Map, or the overlay zoning districts in the Gladstone Municipal Code. The proposed amendments include a provision for the development of sidewalks on lots that are constructing new housing. Therefore, the amendments increase the availability of non-motorized recreation by providing the infrastructure that will link new housing to parks and open space as the small sections of sidewalks are developed into full pedestrian access. Thus the provision of sidewalks for new construction supports Goal 8.

Therefore, Goal 8 is advanced and supported by the housing code amendments and associated comprehensive plan amendment because the amendment does not propose to change comprehensive land use plan policies and supports compliance with Statewide Planning Goal 8.

Based on the findings above, the Comprehensive Plan amendment to adopt the housing code amendments as referenced, is consistent with Statewide Planning Goal 8.

Goal 9 – Economy of the State: To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.

Finding: Goal 9 ensures cities and counties have enough land available to realize economic growth and development opportunities. Commercial and industrial development takes a variety of shapes and leads to economic activities that are vital to the health, welfare and prosperity of

Oregon's citizens. To be ready for these opportunities, local governments perform Economic Opportunity Analyses based on a 20-year forecast of population and job growth.

Goal 9 is not applicable because the amendments do not propose to change comprehensive land use plan policies or implementing regulations related to economic development and analysis in the City.

Goal 10 – Housing: To provide for the housing needs of citizens of the state.

Finding: Goal 10 concerns urban lands designated for residential use. Goal 10 requires the City to maintain and plan for an adequate land supply to accommodate at least 20 years of future growth, providing flexibility in housing location, type, and density (specifically at an overall density of 10 or more units/acre with the opportunity for 50 percent of new units to be attached single family or multifamily) to ensure the availability and prices of housing units are commensurate with the needs and financial capabilities of Oregon households.

Comprehensive plans are required to include an analysis of community housing needs by type and affordability, an assessment of housing development potential, and an inventory of residential land; contain policies for residential development and supportive services based on that analysis that increase the likelihood that needed housing types will be developed; and provide for an adequate supply of a variety of housing types consistent with identified policies and meeting minimum density and housing mix requirements (established by OAR 660, Division 007).

The findings for Goal 10 Housing, based on the City's proposed 2020 Housing Needs Analysis (HNA), include findings that demonstrate that Gladstone currently has a range of housing types, including single-family detached and attached homes, duplexes, multi-family, and mixed-use developments, and has a need for additional capacity to provide for needed housing during the next 20 years. The HNA provides information about the factors that could affect housing development, including demographics, affordability trends, workforce housing availability, and development patterns.

The Housing Needs Analysis adopted in 2021 includes the City's buildable lands inventory (BLI) for housing within the UGB. The BLI is required by Goal 10 and ORS 197.296 to ensure that current use designations provide an adequate short- and long-term land supply for housing development for meeting existing needs and those of projected growth. It analyzes existing development patterns and intensity, land and development values, existing land use designations and zoning, and building constraints to determine where there is vacant land and/or land that is likely to be redeveloped and compares the existing supply of land to emerging trends and indicators for future estimates of demand. The housing code amendments do not propose to change the buildable lands inventory, or housing needs analysis but rather amends the zoning districts to allow middle housing using the same standards or less restrictive standards than those applicable to the detached single household residential units.

The proposed housing code amendments related to middle housing amend the R-5 and R-7.2 zoning districts so that middle housing types are allowed outright in these zones. A definition for “middle housing” is added to the code to clarify that this means Duplex, Triplex, Quadplex, Cottage Cluster, or Townhouse in the R-5 or R-7.2 zones. The proposed amendments also propose a clearer definition for multi-households, five to eight dwelling units, and allows these uses as a conditional use in the R-5 district and on arterial and collector streets in the R-7.2 district. The MR district has also been amended to allow Duplexes outright in this District. Additionally, Triplex, Quadplex, Cottage Cluster, and Townhome uses were added to the existing allowance of Detached Single Household Dwellings with a conditional use permit. This would ensure that middle housing types are afforded the same process as an approval for detached single-households but would not conflict with the BLI for needed multi-household units.

Other amendments related to middle housing include amending 17.76.020(6) to allow for nonconforming multi-household buildings to be rebuilt to the same footprint in the event the building is damaged or destroyed. Chapter 17.38.060(4) has been amended so that middle housing in Planned Unit Developments utilize the setbacks of the underlying zoning district. The proposed housing code amendments further the State’s goal of providing for more middle housing types.

The findings for Goal 10 also illustrate that the current policies in the Comprehensive Plan support housing affordability and housing type diversity to encourage a variety of housing options for households of all incomes. The current Comprehensive Plan housing goals includes an emphasis on the preservation of existing homes, with a policy that calls out those that are historically significant.

EXCERPTS FROM GLADSTONE COMPREHENSIVE PLAN

Land Use Planning Goals: *“To provide and maintain a high standard for Gladstone’s quality of life.” And “To ensure a factual base for land use decisions and actions and to establish a planning process and policy framework for this purpose.”*

Land Use Planning Objectives: *1) “To provide for adequate levels of housing, services, shopping, employment, transportation and recreation facilities for the city’s residents. 2) To relate land use actions to housing, open space, recreation, transportation, utilities, shopping facilities, jobs, police and fire protection, and other social needs. 3) To protect property values and livability. And 4) To direct development away from flood plains, hazard areas, stream banks, places with unique natural value, and other desirable permanent public open spaces.”*

Residential Use Policy:

5. Allow housing types ranging from low to high density units, providing for variation in the design of housing units.

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

Housing Objectives: 1) “To provide for the housing needs of a minimum population of 12,000 by the year 2000. 2) To utilize housing resources to the maximum. 3) To minimize housing costs. 4) To promote and preserve the integrity, aesthetic quality and compatibility of neighborhoods. 5) To adapt the type and density of housing to the nature of the neighborhood in order to provide the widest possible range of housing choice and to enhance neighborhood stability and identity. 6) To minimize adverse social, economic and environmental impacts.”

Policy 1: Provide a choice of housing type, density and price range.

Policy 2: Promote the development of high density housing around commercial and/or industrial centers served by mass transit transfer stations.

Policy 3: Promote the supply of adequate housing.

- a. *Work with Clackamas County in applying for federal housing assistance funds.*
- b. *Explore the feasibility of offering density bonuses to developers who provide for federally subsidized low and moderate income housing units within developments.*
- d. *Solicit the participation of the building industry, lending institutions and school district in a program for supplying housing structures to meet the specials needs of the physically limited and elderly.*

Policy 4: Promote the upgrading and preservation of existing housing units and neighborhoods, with special emphasis on historically significant homes.

- a. *Work with Clackamas County in applying for federal funds for housing and neighborhood rehabilitation and improvements.*
- b. *Work with the building industry, lending institutions and school district in rehabilitation and/or maintenance programs.*
- c. *Explore ways of encouraging an on-going maintenance program of existing multi-family structures and landscaping.*

The City’s proposed housing code amendments responds to the City’s updated Housing Needs Analysis and supports additional housing opportunities by allowing middle housing.

Based on the findings above the housing code amendments and Comprehensive Plan amendment are consistent with Statewide Planning Goal 10.

Goal 11 – Public Facilities and Services: To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.

Finding: The City conducted a Water System Master Plan and a Sanitary Sewer Master Plan in 2014. In 2017, a Sanitary Sewer Master Plan, Parks Master Plan and Transportation System Plan were completed. The Housing Code Amendments and Comprehensive Plan amendment do not propose any changes to the adopted master plans, the Comprehensive Plan Map, or the Gladstone Municipal Code related to public facilities and services. The housing code amendments or comprehensive plan amendment proposes a provision for the development of

sidewalks on lots that are constructing new housing. Therefore, the amendments increase the availability of public sidewalks and will support the pedestrian access identified in the Transportation System Plan as small sections of sidewalks are developed into connected and complete streets and neighborhoods. Thus, the provision of sidewalks for new dwelling construction supports Goal 11.

Therefore, Goal 11 is advanced and supported by the housing code amendments and associated comprehensive plan amendment because the amendment includes the requirement for developing sidewalks with new dwelling construction. The housing code amendments do not propose to change the comprehensive land use plan policies regarding public facilities and services for compliance with Statewide Planning Goal 11.

Based on the findings above, the Comprehensive Plan Update to adopt the housing code amendment as referenced, is consistent with Statewide Planning Goal 11. The OARs allow for a city to require that existing infrastructure or proposed improvements can adequately support middle housing development. Requirements also allow the City to plan for adequate infrastructure where middle housing is allowed with the amendments.

Based on the findings above, the Comprehensive Plan amendment to adopt the housing code amendments as referenced, is consistent with Statewide Planning Goal 11.

Goal 12 – Transportation: To provide and encourage a safe, convenient and economic transportation system.

Finding: Goal 12 is implemented by Oregon Administrative Rules (OAR) Chapter 660, Division 12. Local governments are required to adopt a transportation system plan (TSP) and land use regulations to implement the TSP. OAR 660-012-0060 requires any comprehensive plan amendment to be evaluated according to the terms outlined in that OAR to demonstrate whether they will have a significant impact on the transportation system. The City of Gladstone completed a Transportation System Plan in 2017. The Housing Code Amendments and Comprehensive Plan amendments do not propose any changes to the adopted Transportation System Plan. The housing code amendments and comprehensive plan amendment proposes no new Goal 12 program and no existing Goal 12 program, or standard, is changed by this amendment. The housing code amendment does not propose to change the comprehensive land use plan policies or implementing regulations regarding transportation and compliance with Statewide Planning Goal 12.

Based on the findings above, the Comprehensive Plan amendment to adopt and incorporate the housing code amendments as referenced, is consistent with Statewide Planning Goal 12.

Goal 13 – Energy Conservation: To conserve energy.

Finding: Goal 13 requires that land and uses developed on the land shall be managed and controlled so as to maximize the conservation of all forms of energy, based upon sound economic principles. The housing code amendments package does not modify existing design

standards or land use regulations related to energy conservation. The adoption of the proposed housing code amendments does not propose any changes to the adopted inventories, the Comprehensive Plan Map, or the Gladstone Municipal Code as it relates to energy conservation. Goal 13 does not directly apply to the housing code amendments or comprehensive plan amendment because no new Goal 13 program is advanced by this amendment and no existing Goal 13 program is changed by this amendment. Therefore, Goal 13 is not applicable to the housing code amendments and associated comprehensive plan amendment because the amendment does not propose to change comprehensive land use plan policies or implementing regulations for compliance with Statewide Planning Goal 13.

Based on the findings above, the Comprehensive Plan amendment to adopt the housing code amendments as referenced, is consistent with Statewide Planning Goal 13.

Goal 14 – Urbanization: To provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.

Finding: The entirety of the city and its Urban Growth Management Area is located within the Regional Urban Growth Boundary (UGB). As such, this amendment will not result in the transition of any land from rural to urban uses, or result in population or employment growth outside of the UGB. The housing code amendment does not modify the Gladstone Urban Growth Management Area, the UGB, or existing zoning requirements related to urbanization. The adoption of the housing code amendments does not propose any changes to the adopted inventories, the Comprehensive Plan Map, or the Gladstone Municipal Code as it relates to the Urban Growth Boundary. Goal 14 does not directly apply to the housing code amendments or comprehensive plan amendment because no new Goal 14 program is advanced by this amendment and no existing Goal 14 program is changed by this amendment. Therefore, Goal 14 is not applicable to the housing code amendments and associated comprehensive plan amendment because the amendment does not propose to change comprehensive land use plan policies or implementing regulations for compliance with Statewide Planning Goal 14.

Based on the findings above, the Comprehensive Plan amendment to adopt the housing code amendments as referenced, is consistent with Statewide Planning Goal 14.

Goal 15 – Willamette River Greenway: To protect, conserve, enhance and maintain the natural, scenic, historical, agricultural, economic and recreational qualities of lands along the Willamette River as the Willamette River Greenway.

Finding: Gladstone is bordered on one side by the Willamette River and the Greenway. Therefore, the Gladstone Municipal Code includes Chapter 17.28 that establishes the land use regulations related to the Greenway Conditional Use District. The housing code amendment does not modify the Greenway Conditional Use District, or existing zoning requirements related to the Willamette River Greenway. The adoption of the housing code amendment does not propose any changes to the adopted inventories, the Comprehensive Plan Map, or the Gladstone Municipal Code as it relates to the Willamette River. Goal 15 does not directly apply to the housing code amendment or comprehensive plan amendment because no new Goal 15

program is advanced by this amendment and no existing Goal 15 program is changed by this amendment. Therefore, Goal 15 is not applicable to the housing code amendment and associated comprehensive plan amendment because the amendment does not propose to change comprehensive land use plan policies or implementing regulations for compliance with Statewide Planning Goal 15.

Based on the findings above, the Comprehensive Plan amendment to adopt the housing code amendment as referenced, is consistent with Statewide Planning Goal 15.

Goals 16-19 – Estuarine Resources, Coastal Shore lands, Beaches and Dunes, and Ocean Resources:

Finding: The City of Gladstone is not subject to these four Statewide Planning Goals. Therefore, they are not applicable to the housing code amendment, or the comprehensive Plan amendment to adopt the housing code amendment.

III. FINDINGS RELATED TO GLADSTONE MUNICIPAL CODE

Once the housing code amendments are finalized and recommended by the Planning Commission and adopted City Council, the Comprehensive Plan will need to be amended to reference the housing code amendments as part of the consistency with Statewide Planning Goal 10.

The City of Gladstone planning staff finds:

17.68.010 AUTHORIZATION TO INITIATE AMENDMENTS.

(1) An amendment to the text of this title or the Comprehensive Plan may be initiated by the City Council, the City Planning Commission or the City Administrator or his designee.

(2) An amendment to the Zoning Map or to the Comprehensive Plan Map may be initiated by:

(a) The City Council;

(b) The City Planning Commission;

(c) The City Administrator or his designee; or

(d) By application of a property owner, contract purchaser or authorized agent of the subject property.

(3) The request by a property owner for a map amendment shall be accomplished by filing an application with the city using forms prescribed by the city and submitting the information required from the applicant under Section 17.68.050.

Finding: The request came from the City Administrator through an adopted legislative bill. This criterion is met.

17.68.020 Review process. *Applications under this chapter shall be reviewed pursuant to GMC Division VII (administrative procedures).*

Finding: The housing code amendments was submitted and was reviewed by the Planning Commission and City Council joint work session on March 15, 2022 and a public hearings are being held on the final draft. The amendment to the comprehensive plan to incorporate the housing code amendments as referenced is being reviewed according to GMC Division VII. This criterion is met.

17.68.040 Conditions.

(1) City Council may require conditions. When necessary to properly relate new developments to existing or anticipated conditions in the vicinity or to make possible a higher quality of development than would otherwise be possible, the City Council may determine that a zone change will be accompanied by the acceptance or accomplishment of certain specified conditions. Conditions and requirements invoked pursuant to a zoning map amendment shall thereafter apply to the property so zoned.

(2) Acceptance of conditions. Such conditions shall be designed to further the objectives of the comprehensive plan and the zoning ordinance codified in this title and shall clearly set forth, in written form or upon drawings, all restrictions and requirements which will be applicable to the property rezoned. Where a zone change is made subject to such conditions, it shall become effective upon written acceptance and filing of the applicable terms and conditions by the property owner and by any other person intending to have an ownership interest in or to develop the property. The signed acceptance of conditions shall be filed with the City Recorder and a certified copy shall also be filed in the county deed records at the expense of the petitioner.

(3) Type of conditions. Conditions may include special measures designed to limit use or density, screen or separate buildings or portions of the site from adjoining property; limit access from important thoroughfares or through residential areas; provide additional right-of-way for an abutting street, preserve or provide public access to greenspace, floodplains, or river frontage; improve bicycle or pedestrian safety and connectivity; or improve transit capacity and efficiency.

(4) No variance of ordinance standards. In connection with the adoption of a zoning amendment, ordinance standards may be varied only when the Planning Commission finds that the development proposed and covered by specific limiting conditions will provide benefits and safeguards equal to or better than those possible under a strict interpretation of the zoning ordinance. In no case shall a use not specifically permitted within the zoning district be allowed under this section and Section 17.68.050. When circumstances as described in GMC Section 17.72.020 (circumstances for granting) exist, the regular variance procedures shall be followed.

(5) Building permit conditions. In addition to conditions as described above in this section, the Council may also provide that a zoning amendment will become effective upon satisfactory performance by the applicant of certain conditions or actions, such as a bona fide application for a building permit within a specified period of time.

Finding: Staff are not recommending any special conditions. This criterion does not apply.

17.68.050 Evidence supplied by applicant. *The applicant seeking a zoning map change pursuant to the provisions of GMC Section 17.68.010 must show by a preponderance of the evidence all of the following, unless otherwise provided for in this title:*

(1) Granting the request fulfills a public need; the greater departure from present development policies or land use patterns, the greater the burden of the applicant.

(2) The public need is best carried out by granting the petition for the proposed action, and that need is best served by granting the petition at this time.

(3) The proposed action is consistent with the comprehensive plan and Metro's Functional Plan (Metro Code 3.07), and the Transportation Planning Rule (OAR 660-012-0060).

(4) Proof of significant change in a neighborhood or community or a mistake in the planning or zoning for the property under consideration, when relevant.

(5) The property and affected area is presently provided with, or concurrent with development can be provided with, adequate public facilities, including, but not limited to, the planned function, capacity, and performance standards of the transportation system as adopted in the transportation system plan.

(6) The transportation system is capable of safely supporting the uses allowed by the proposed designation in addition to the existing and planned uses in the area, consistent with the Transportation Planning Rule (OAR 660-012-0060). Requirements of the State Transportation Planning Rule shall apply to those land use actions that significantly affect the transportation system, as defined by OAR 660-012-0060.

Finding: This project is not seeking a zoning map change. Therefore, this criterion is not applicable.

17.70.010 Authorization to grant or deny.

2) Conditions of Approval. In addition to the specific requirements of this title, including those set forth in GMC Chapter 17.62 (special uses), and the comprehensive plan, approval of a conditional use may be granted subject to additional conditions that are found necessary to protect the best interests of the surrounding area or the city as a whole. These conditions may include, but are not limited to, the following:

- (a) Limiting the hours, days, place and manner of operation;*
- (b) Requiring design features that minimize environmental impacts such as noise, vibration, smoke, dust, fumes and glare;*
- (c) Requiring increased setbacks, lot area, lot depth and lot width;*
- (d) Limiting building height, size, lot coverage and location on the site;*
- (e) Designating the size, number, location and design of vehicle access points;*
- (f) Requiring street right-of-way to be dedicated and streets to be improved;*

- (g) Requiring landscaping, screening, drainage and surfacing of parking and loading areas;*
- (h) Limiting the number, size, location, height and lighting of signs;*
- (i) Regulating the location and intensity of outdoor lighting;*
- (j) Requiring a sight-obscuring fence or hedge to screen the conditional use from adjacent to or nearby property;*
- (k) Construction of off-site transportation improvements to mitigate impacts resulting from development that relate to capacity deficiencies and public safety; and*
- (l) Upgrade or construct public facilities to city standards.*

Finding: Currently there are no conditions recommended. This criterion is met.

IV. CONSISTENCY WITH METRO'S FUNCTIONAL PLAN (METRO CODE 3.07),

Finding: The purpose of the Metro Urban Growth Management Functional Plan is to "implement regional goals and objectives adopted by the Metro Council as the Regional Urban Growth Goals and Objectives (RUGGO) including the Metro 2040 Growth Concept and the Regional Framework Plan." The plan provides requirements for a local jurisdiction to provide adequate housing capacity within the urban growth boundary including but not limited to density and affordability.

The proposed amendments are mandated by the state, inconsistencies within the Metro Functional Plan will need to be brought into compliance with the HB 2001 and Division 46 of the OARs, by the agency. As presented here, the proposed amendments do not conflict with the purpose of the Functional Plan and, therefore, this criterion is met.

V. CONSISTENCY WITH TRANSPORTATION PLANNING RULE (OAR 660-012-0060).

Finding: Chapter 639, Section 3(5) of Oregon Laws 2019 provides that "[w]hen a local government makes a legislative decision to amend its comprehensive plan or land use regulations to allow middle housing in areas zoned for residential use that allow for detached single-family dwellings, the local government is not required to consider whether the amendments significantly affect an existing or planned transportation facility."

The Middle Housing Code Amendments are legislative changes to Gladstone's land use regulations to allow middle housing in areas zoned for residential use that allow for detached single-household dwellings. Therefore, the City is not required to consider whether the amendments significantly affect an existing or planned transportation facility. Based on the above findings, this criterion is met.

RECOMMENDATION: The Planning Commission recommends that the City Council approve the draft amendments proposed for the Comprehensive Plan and Gladstone Municipal Code, as found in the Planning Commission packet and amended by the Planning Commission.

EXHIBITS

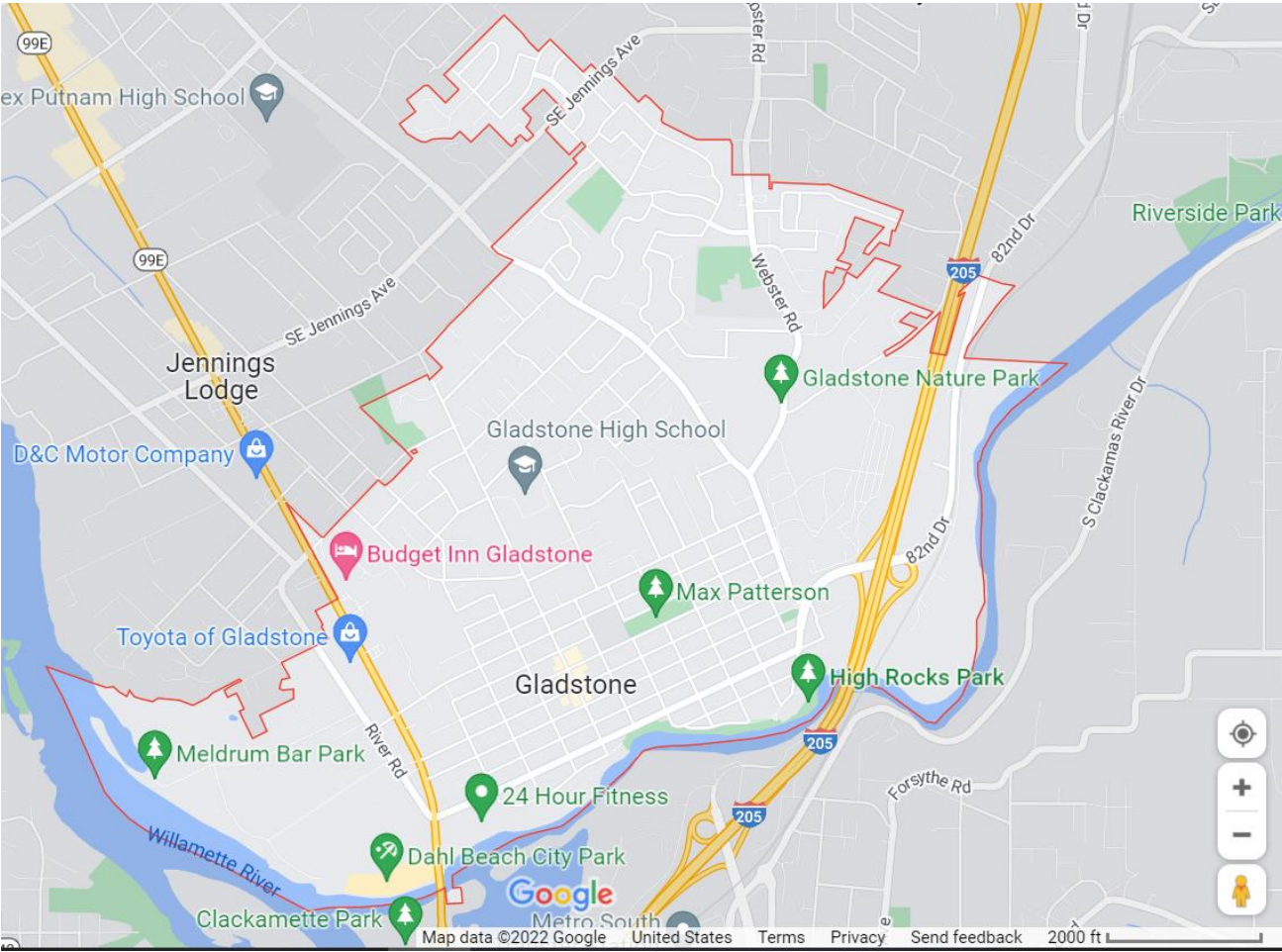


EXHIBIT 1
Location Map
Citywide

EXHIBIT “B”

CHAPTER 17.06

DEFINITIONS

Chapter 17.06 DEFINITIONS*

Sections:

- 17.06.005 Generally.
- 17.06.010 Access.
- 17.06.013 Accessory dwelling unit.
- 17.06.015 Accessory use or accessory structure.
- 17.06.020 Alley.
- 17.06.035 Automobile service station.
- 17.06.040 Automobile storage or repair garages.
- 17.06.045 Boarding house, lodging house or rooming house.
- 17.06.050 Building.
- 17.06.055 Building height.
- 17.06.060 Building line, front.
- 17.06.065 Building official.
- 17.06.070 Carport.
- 17.06.075 Cattery.
- 17.06.080 Change of use for purposes of the greenway zone only.
- 17.06.085 Chapter.
- 17.06.090 City.
- 17.06.095 City Council.
- 17.06.100 City Administrator or designee.
- 17.06.105 Comprehensive plan.
- 17.06.115 Day care center.
- 17.06.117 Days.
- 17.06.120 Development for purposes of the greenway zone only.
- 17.06.125 Development permit.
- 17.06.130 Drinking establishment.
- 17.06.135 Durable and dustless surface.
- 17.06.141~~40~~ Dwelling, multi-~~family-household~~.
- 17.06.142~~45~~ Dwelling, single-~~family-household~~.
- 17.06.143~~50~~ Dwelling, two-~~family-household~~ or “Duplex”.
- 17.06.140~~55~~ Dwelling unit.
- 17.06.144 Dwelling, three-household or “Triplex”.
- 17.06.145 Dwelling, four-household or “Quadplex”.
- 17.06.146 Townhouse.
- 17.06.147 Townhouse Project.
- 17.06.148 Cottage Cluster.
- 17.06.149 Middle Housing.
- 17.06.160 Easement.
- 17.06.165 Eating establishment.
- 17.06.170 Exterior.
- 17.06.175 Family Household.
- 17.06.180 Fence or hedge, sight-obscuring.
- 17.06.195 Floor area.
- 17.06.200 Foster home.
- 17.06.205 Frontage.
- 17.06.210 Grade, ground level.
- 17.06.213 Gross leasable area (GLA).
- 17.06.214 Home for the aged
- 17.06.215 Group home.
- 17.06.220 Home occupation.
- 17.06.225 Hospitals, nursing homes and homes for the aged.
- 17.06.230 Hotel.
- 17.06.233 Institutional use.

17.06.235 Intensification of use for purposes of the greenway zone.
17.06.240 Kennel.
17.06.245 Landscaping.
17.06.247 Land use decision.
17.06.250 Livestock.
17.06.255 Loading space.
17.06.260 Lot.
17.06.265 Lot area.
17.06.270 Lot, corner.
17.06.275 Lot coverage.
17.06.280 Lot depth.
17.06.282 Lot, flag.
17.06.285 Lot line.
17.06.290 Lot line, front.
17.06.295 Lot line, rear.
17.06.300 Lot line, side.
17.06.301 Lot line, street side.
17.06.305 Lot of record.
17.06.310 Lot, through.
17.06.315 Lot width.
17.06.325 Major remodeling.
17.06.328 Manufactured dwelling.
17.06.336 Mini-storage.
17.06.338 Mixed use development.
17.06.340 Mobile home.
17.06.345 Mobile home court or mobile home park.
17.06.350 Model unit real estate office.
17.06.355 Motel.
17.06.358 Net acre.
17.06.360 New construction.
17.06.365 Nonaccess reservation.
17.06.370 Nonconforming use.
17.06.372 Nonconforming development.
17.06.375 Open space.
17.06.380 Owner.
17.06.385 Parcel.
17.06.390 Parking space.
17.06.395 Partition.
17.06.400 Partition land.
17.06.405 Pedestrian way.
17.06.410 Person.
17.06.415 Planning Commission.
17.06.416 Plat.
17.06.418 Porch, front.
17.06.419 Primary building wall.
17.06.420 Primary zoning district.
17.06.426 Property line adjustment.
17.06.430 Recreation vehicle park.
17.06.435 Recreation vehicle.
17.06.440 Residential home.
17.06.445 Residence.
17.06.450 Residential planned unit development
17.06.455 Residential zoning district.
17.06.460 Right-of-way.
17.06.465 Roadway.
17.06.470 Seasonal.

17.06.475 Section.
 17.06.480 School, commercial.
 17.06.485 School, primary, elementary, junior high or high.
 17.06.491 Senior housing center.
 17.06.492 Setback, front.
 17.06.493 Setback, rear.
 17.06.494 Setback, side.
 17.06.496 Setback, street side.
 17.06.497 Sidewalk.
 17.06.500 Sign.
 17.06.501 Sign, electronic message center.
 17.06.503 Sign, monument.
 17.06.504 Sign, segmented message.
 17.06.506 Sign, tri-vision.
 17.06.507 Story.
 17.06.510 Story, half.
 17.06.515 Street.
 17.06.520 Structure.
 17.06.525 Subdivide land.
 17.06.530 Subdivision.
 17.06.535 Temporary structure real estate offices.
 17.06.537 Temporary structures.
 17.06.540 Title.
 17.06.542 Transit street.
 17.06.545 Use.
 17.06.548 Utility facility.
 17.06.550 Utility substation.
 17.06.551 Vacation rental.
 17.06.553 Vacation occupancy.
 17.06.555 Vegetation.
 17.06.560 Vehicle.

* Prior history:

17.06.025 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1323 §1, 2002.
 17.06.030 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1323 §1, 2002.
 17.06.110 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1323 § 1, 2002.
 17.06.185 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1334, 2004.
 17.06.190 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1334, 2004.
 17.06.320 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1171 §1(K), 1993.
 17.06.330 **History:** Ord. 1131 §2, 1990; Ord.1179 §11(B), 1993; Repealed by Ord. 1323 §1, 2002.
 17.06.335 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1171 §1(L), 1993.
 17.06.425 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1323§1, 2002.
 17.06.490 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1323§1, 2002.
 17.06.495 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1323 §1, 2002.
 17.06.502 **History:** Ord. 1161 §1, 1992; Renumbered to §17.06.504 by Ord. 1323 §1, 2002.

17.06.505 **History:** Ord. 1131 §2, 1990; Renumbered to §17.06.507 by Ord. 1323 §1, 2002.

17.06.565 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1323 §1, 2002.

17.06.570 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1323 §1, 2002.

17.06.575 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1323 §1, 2002.

17.06.580 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1323 §1, 2002.

17.06.585 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1323 §1, 2002.

17.06.005 Generally.

The words and phrases used in Title 17 shall have the meanings set out in Chapter 17.06 (definitions) unless the context otherwise requires.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.010 Access.

“Access” means the right to cross between public and private property allowing pedestrians and vehicles to enter and leave property.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.013 Accessory dwelling unit.

“Accessory dwelling unit” means an additional, smaller, subordinate dwelling unit located on the same lot as a detached or attached single-~~family~~ household dwelling or multi-household dwelling. An accessory dwelling may be created as a detached structure or within, or as an addition to, a detached single-~~family~~ household dwelling or accessory structure.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1289, 2000

17.06.015 Accessory use or accessory structure.

“Accessory use” or “accessory structure” means a use or structure incidental and subordinate to the main use of the property and located on the same lot as the main use.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.020 Alley.

“Alley” means a street which affords only a secondary means of access to the property.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.035 Automobile service station.

“Automobile service station” means a retail place of business engaged primarily in the sale of motor fuels, but also supplying goods and services required in the operation and maintenance of automotive vehicles. These may include petroleum products, tires, batteries, automotive accessories and replacement items, washing and lubrication services, or automobile and truck maintenance and repair, and the supplying of other incidental customer services and products, but not painting, body and fender work, and storage of autos and trucks.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.040 Automobile storage or repair garages.

“Automobile storage or repair garages” means a premises used for the storage, repair, or sale of used automobile vehicles or automotive parts.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.045 Boarding house, lodging house, or rooming house.

“Boarding house,” “lodging house” or “rooming house” means a building or portion thereof without separate housekeeping facilities to be occupied, or which is occupied primarily by persons paying consideration for sleeping purposes where meals may or may not be served.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.050 Building.

“Building” means a structure built for the support, shelter or enclosure of any persons, animals, chattels, or property of any kind excepting uncovered patios or decks not exceeding thirty inches in height above the average grade of the adjoining ground.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.055 Building height.

“Building height” means the vertical distance measured from the adjoining street center line grade as established by the city to the highest point of the roof surface of a flat roof, to the deck line of a mansard roof, and to a mean height level between the eaves and ridge for a gable, hip or gambrel roof; provided, however, that where buildings are set back from the street line, the height of the building may be measured from the average elevation of the finished grade at the front of the building.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.060 Building line, front.

“Front building line” means a line parallel and adjacent to the front of that structure which is closest to the front lot line. For purposes of this definition, the front of a structure is the side facing the front lot line. A front building line extends from one side lot line to the opposite side lot line.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002.

17.06.065 Building official.

“Building official” means the building official of the city.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.070 Carport.

“Carport” means a stationary structure consisting of a roof with its supports and not more than two walls, or a storage cabinet substituting for one of the walls, and used for sheltering a motor vehicle, boat or recreation vehicle.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.075 Cattery.

“Cattery” means ten or more cats owned or boarded on the premises.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.080 Change of use for purposes of the greenway zone only.

“Change of use for purposes of the greenway zone only” means a different use than that which existed on December 6, 1975. It includes a change that requires construction, alterations of the land, water or other areas outside of existing buildings or structures and which substantially alters or affects the land or water. It does not include a change of use of a building that does not substantially alter or affect the land or water upon which it is situated. Change of use shall not include the completion of a structure for which a valid permit has been issued as of December 6, 1975, and under which permanent substantial construction has been undertaken by July 1, 1976. The sale of property is not in itself considered to be a change of use. An existing open storage area shall be considered to be the same as a building.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002.

17.06.085 Chapter.

“Chapter” means a portion of this ordinance identified by a four digit number (for example, Chapter 17.06, Definitions.)

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.090 City.

“City” means the City of Gladstone, Oregon.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.095 City Council.

“City Council” means the governing body of the city.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.100 City Administrator or designee.

“City Administrator” or “designee” means the administrator of the city or a person designated by the City Administrator.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.105 Comprehensive plan.

“Comprehensive plan” means the official plan adopted by the city for the guidance of growth and improvement, including modifications or refinements which may be made from time to time.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.115 Day care center.

“Day care center” means any facility, institution, establishment or place not a part of a school that provides day care to thirteen or more children, including children of the provider, regardless of full or part-time status, under thirteen years of age.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.117 Days.

“Days” means calendar days without reference to business days or holidays unless specifically stated to the contrary.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.120 Development for purposes of the greenway zone only.

“Development for purposes of the greenway zone only” means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, parking lots, mining, dredging, filling, grading, paving, excavation or drilling operations, to bring about growth or availability, to construct or alter a structure, to make a physical change in the use or appearance of land, to divide land into parcels, or to create or terminate rights of access.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.125 Development permit.

“Development permit” means a building permit, subdivision approval, temporary permit, or any other permit required by the city before development can occur.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.130 Drinking establishment.

“Drinking establishment” means a place of business which requires a permit and/or license from the Oregon Liquor Control Commission for the dispensing of liquor for consumption upon the premises.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.135 Durable and dustless surface.

“Durable and dustless surface” means a surface providing a hard topping which is free from mud conditions in wet weather and dusty conditions in dry weather, specifically including concrete or asphaltic concrete or like material but specifically excluding gravel and dirt.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.1401 Dwelling, multi-family household.

“Multi-family household dwelling” means a building ~~or portion thereof~~, designed for occupancy by ~~three~~ five or more ~~families~~ households living independently of each other.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.1452 Dwelling, detached single-family household.

“Single-family household dwelling unit” means a detached building containing one dwelling unit located on a single lot, ~~and designed for occupancy by one family only.~~

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.15043 Dwelling, two-family household or “Duplex”.

“Two-family household dwelling unit” means a detached ~~or attached~~ building containing two dwelling units ~~on a single lot and designed for occupancy by two families independent of each other.~~

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.15540 Dwelling unit.

“Dwelling unit” means one or more rooms for occupancy by one ~~family household~~ for living purposes that is identified by a single street address and has common entrances and internal access. Trailer coaches shall not be considered as dwelling units, except when located in mobile home courts or parks.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1171 §1(1), 1993.

17.06.144 Dwelling, three household or “Triplex”.

“Three household dwelling unit” or “Triplex” means three attached or detached dwelling units on a single lot in any configuration.

17.06.145 Dwelling, four household or “Quadplex”.

“Four household dwelling unit” or “Quadplex” means four attached or detached dwelling units on a single lot in any configuration.

17.06.146 Townhouse.

“Townhouse” means a dwelling unit that is part of a row of two or more attached dwelling units, where each unit is located on an individual lot and shares at least one common wall with an adjacent dwelling unit.

17.06.147 Townhouse Project.

“Townhouse Project” means one or more townhouse structures constructed, or proposed to be constructed, together with the development site where the land has been divided, or is proposed to be divided, to reflect the Townhouse property lines and any commonly owned property.

17.06.148 Cottage Cluster.

“Cottage cluster” means a grouping of no fewer than four detached dwelling units per acre with a footprint of less than 900 square feet each that includes a common courtyard on a single lot or on individual lots.

17.06.149 Middle Housing.

“Middle Housing” means Duplex, Triplex, Quadplex, Cottage Cluster, or Townhouse in the R-5 or R-7.2 zone and is subject to the Oregon Administrative Rules Chapter 660, Division 46 Middle Housing in Medium and Large Cities.

17.06.160 Easement.

“Easement” means a grant of the right to use a strip of land for specific purposes.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.165 Eating establishment.

“Eating establishment” means a place of business which serves food but does not require a permit and/or license from the Oregon Liquor Control Commission.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.170 Exterior.

“Exterior” means any portion of the outside of a structure which can be seen from a public place.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.175 Family-Household.

~~“Family”“Household” means one person or two or more persons related by blood, marriage, legal adoption or legal guardianship, living together as one housekeeping unit using one kitchen and providing meals or lodging to not more than two additional persons, excluding servants or a group of not more than five unrelated persons living together as one housekeeping unit using one kitchen.; occupying a dwelling unit as their usual place of residence. This definition shall not apply to group homes, foster homes, or homes for the aged.~~

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.180 Fence or hedge, sight-obscuring.

“Sight-obscuring fence or hedge” means a fence consisting of wood, metal, masonry or similar materials, or an evergreen hedge or other evergreen planting, arranged in such a way as to obscure vision at least eighty percent (80%).

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002.

17.06.195 Floor area.

“Floor area” means the sum of the gross horizontal area of the several floors of a building, measured from the exterior faces of the exterior walls, or from the center line of walls separating two buildings, but not including:

- (1) Attic space providing headroom of less than seven feet.
- (2) Basement or cellar.
- (3) Uncovered steps or fire escapes.
- (4) Private garages, carports or porches.
- (5) Accessory water towers or cooling towers.
- (6) Accessory off-street parking or loading spaces.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.200 Foster home.

“Foster home” means any dwelling occupied and maintained by a person or persons licensed or certified by the state or other authorized agency to provide extended or temporary care, food, and lodging in such home for not more than seven dependent individuals beyond the number defined as a family household. A foster home is not a hospital, nursing home, or home for the aged as defined in Oregon Revised Statutes, nor does it include a halfway house, work release center, or any other domiciliary facility for persons released from any penal or correctional institution.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

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

17.06.205 Frontage.

“Frontage” means property abutting on a street.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.210 Grade, ground level.

“Ground level grade” means the average elevation of the finished ground elevation at the centers of all walls of a building, except that if a wall is parallel to and within five feet of a sidewalk, the sidewalk elevation nearest the center of the wall shall constitute the ground elevation.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.213 Gross leasable area (GLA).

“Gross leasable area (GLA)” means the total floor area designed for tenant occupancy and exclusive use, including any basements, mezzanines, or upper floors, expressed in square feet and measured from the center line of joint partitions and from outside wall faces.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1289 §1, 2000.

17.06.214 Home for the aged.

“Home for the aged” means a supervised personal care facility where staff provide services to residents. A home for the aged is not a group home, foster home, hospital, or nursing home.

Statutory Reference: ORS Ch. 197, Ch. 227

17.06.215 Group home.

“Group home” means any home occupied and maintained by a person or persons licensed by the state or other appropriate agency to provide extended or temporary care, food and lodging in such home for from eight to ten dependent individuals beyond the number defined as a family household. A group home is not a foster home, hospital, nursing home or home for the aged as defined in Oregon Revised Statutes, nor does it include a halfway house, work release center, or any domiciliary facility for persons released from any penal or correctional institution.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

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

17.06.220 Home occupation.

“Home occupation” means an occupation, profession, or craft which is customarily incidental to or carried on in a dwelling place or premises and not one in which the use of the premises as a dwelling place is largely incidental to the occupation carried on, and which occupation is carried on by an immediate member of the family household residing within the dwelling place; provided, however, there shall be no structural alteration or changes in the dwelling, or on the premises and there is no display of merchandise, storage materials, signs or articles or objects awaiting or in the process of repair, remodeling, or modification on the premises which can be seen from the exterior of the dwelling. Noise, odor, smoke, gases, fallout, vibration, heat or glare resulting from the use shall not be of the intensity as to be detected outside of the containing structure.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.225 Hospitals, ~~nursing homes and homes for the aged.~~

~~“Hospitals,” “nursing homes” and “homes for the aged” means the same as defined in the Oregon Revised Statutes.~~

~~“Hospital” means a medical facility licensed by the state of Oregon that provides health services on a primarily inpatient basis.~~

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

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

17.06.230 Hotel.

“Hotel” means a building or portion thereof designed or used for occupancy of transient individuals who are lodged with or without meals and in which no provision is made for cooking in any individual room or suite.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.233 Institutional use.

“Institutional use” means a church, school, public facility, hospital, nursing home or home for the aged.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1289 §1, 2000; Ord. 1292 §1, 2000.

17.06.235 Intensification of use for purposes of the greenway zone.

“Intensification of use for purposes of the greenway zone” means any additions which increase or expand the area or amount of an existing use, or the level of activity. Remodeling of the exterior of a structure not excluded below in this section is an intensification when it will substantially alter the appearance of the structure. (Intensification shall not include the completion of a structure for which a valid permit has been issued as of December 6, 1975, and under which substantial construction has been undertaken by July 1, 1976.) Maintenance and repair usual and necessary for the continuance of an existing use is not an intensification of use. Reasonable emergency procedures necessary for the safety or protection of the greenway includes the practices and activities customarily related to the use and enjoyment of one’s home. Landscaping, construction of driveways, modification of existing structures, or construction or placement of such subsidiary structures or facilities adjacent to the residence as are usual and necessary to such use and enjoyment shall not be considered an intensification for the purposes of this district. Seasonal increases in gravel operation shall not be considered an intensification of use.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.240 Kennel.

“Kennel” means four or more dogs with permanent canine teeth owned or boarded on the premises.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.245 Landscaping.

“Landscaping” means the improvement of land by means such as contouring, plantings, fencing and the placement of outdoor structures.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.247 Land use decision.

“Land use decision” includes a final decision or determination that concerns the adoption, amendment, interpretation or application of the goals, comprehensive plan provision, land use regulation, but does not include:

- (1) A decision which is made under the city’s development standards which do not require interpretation or the exercise of facts, policy, or legal judgment.
- (2) A decision which approves, approves with conditions or denies a subdivision or partition and is consistent with the city’s development standards.
- (3) Approval or denial of a building permit.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.250 Livestock.

“Livestock” means domestic animals of types customarily raised or kept on farms for profit or other purposes.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.255 Loading space.

“Loading space” means an off-street space or berth on the same lot or parcel with a building or use or contiguous to a group of buildings or uses for the temporary parking of a vehicle while loading or unloading persons, merchandise, or materials and which space or berth abuts upon a street, alley or other appropriate means of access and egress.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.260 Lot.

“Lot” means a unit of land that is created by a subdivision of land. For the purposes of this title, “lot” includes “parcel” and “lot of record” unless the context otherwise requires.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002.

17.06.265 Lot area.

“Lot area” means the total area of a lot measured in a horizontal plane within the lot boundary lines exclusive of public streets.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.270 Lot, corner.

“Corner lot” means the total area of a lot abutting on two or more streets, other than an alley, at their intersection.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.275 Lot coverage.

“Lot coverage” means the area covered by a building or buildings on a lot, expressed as a percentage of the total lot area.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.280 Lot depth.

“Lot depth” means the average horizontal distance between the front lot line and rear lot line.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.282 Lot, flag.

“Flag lot” means a lot that has access to a street by means of a narrow deeded strip of land or easement.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1289 §1, 2000.

17.06.285 Lot line.

“Lot line” means the property line bounding a lot.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.290 Lot line, front.

“Front lot line” means a lot line separating a lot from a street other than an alley. In the case of a corner lot, either of the lot lines separating the lot from a street other than an alley may be designated by the property owner as the front lot line with the other such lot line designated as a street side lot line. Except as modified by GMC Subsection 17.76.040(5), the front lot line of a flag lot, for the purposes of determining minimum yard requirements, shall be a line within the boundaries of the lot by a distance equal to the width of the narrow deeded strip of land or easement providing access to the lot from the street. The line shall be parallel to the lot line that extends from the street to the lot line opposite and most distant from the street.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1289 §1, 2000; Ord. 1323 §1, 2002.

17.06.295 Lot line, rear.

“Rear lot line” means the lot line that is opposite and most distant from the front lot line. In the case of an irregular

or triangular shaped lot, the rear lot line is a line ten feet (10') in length within the lot parallel to and at a maximum distance from the front lot line.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002.

17.06.300 Lot line, side.

“Side lot line” means any lot line not a front or rear lot line.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.301 Lot line, street side.

“Street side lot line” means a side lot line separating a lot from a street other than an alley.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1323 §1, 2002.

17.06.305 Lot of record.

“Lot of record” means a lot or parcel in a recorded plat. For units of land that are not lots or parcels in a recorded plat, “lot of record” means a unit of land or aggregate of contiguous units of land held in a single ownership, as recorded in the office of the Clackamas County Recorder on October 26, 1971.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002.

17.06.310 Lot, through.

“Through lot” means an interior lot having frontage on two streets other than alleys.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.315 Lot width.

“Lot width” means the average horizontal distance between the side lot lines.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.325 Major remodeling.

“Major remodeling” means any work that substantially alters the exterior appearance of a structure or off-street parking area.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002.

17.06.328 Manufactured dwelling.

“Manufactured dwelling” means a single ~~family~~ household dwelling with a Department of Housing and Urban Development (HUD) label certifying that the structure was constructed on or after June 15, 1976, and met the requirements of the Federal Manufactured Housing Construction and Safety Standards and Regulations in effect at the time of construction, consistent with 1989 Oregon Laws, Chapter 380, 1989. This definition shall not apply to structures known as “modular homes” where such modular homes are constructed in accordance with all requirements of the state building code for modular homes and bear the Seal of Approval of the State of Oregon,

Building Codes Agency.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1171 §1(A), 1993; Ord. 1179 §11(A), 1993.

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

17.06.336 Mini-storage.

“Mini-storage” means a storage and warehousing service within a building(s) primarily for individuals to store personal effects and by business to store materials for operation of an industrial or commercial enterprise located elsewhere. In no case may storage spaces in a mini-warehouse facility function as an independent retail, wholesale business, or service use. Spaces shall not be used for workshops, hobby shops, manufacturing, or similar uses and human occupancy of said spaces shall be limited to that required to transport, arrange, and maintain stored materials. The location of an owner or manager residence on the premises is permitted.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1256 §1, 1998.

17.06.338 Mixed use development.

“Mixed use development” means development or buildings where land uses are mixed together. This can include residential and commercial, or office and retail. Uses may be mixed in one building “vertically” where there is one use on the ground floor and a different use above in one building, or “horizontally” where a variety of uses are next to each other in one building.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1289 §1, 2000.

17.06.340 Mobile home.

“Mobile home” means a single ~~family~~ household dwelling originally designed and constructed to be movable or portable, constructed to be transported on its own chassis and designed originally without a permanent foundation, whether or not a permanent foundation is subsequently provided, or two or more units separately transportable but designed to be joined into an integral unit, and which do not conform to all requirements of the building code for other residences and not meeting the definition of “manufactured dwelling.”

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1171 §1(B), 1993.

17.06.345 Mobile home court or mobile home park.

“Mobile home court” or “mobile home park” means four mobile home units or more for rent within five hundred feet of one another on a lot, tract, or parcel.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.350 Model unit real estate office.

“Model unit real estate office” means a permanent residential structure located in a developing subdivision used for the promotion of sale of units in the subdivision, so long as the model unit real estate office is at all times available for sale, lease, lease option or exchange as a residential dwelling.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.355 Motel.

“Motel” means one or more buildings designed or used as temporary living quarters for transients.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.358 Net acre.

“Net acre” means an area measuring forty-three thousand five hundred sixty (43,560) square feet, which excludes:

- (1) Road rights-of-way and other public dedications through or on the edge of the land; and
- (2) Environmentally constrained areas, including open water areas, areas in the FM District, areas in the WQ District, natural resource areas protected under statewide planning Goal 5 in the Comprehensive Plan, slopes in excess of twenty-five percent (25%) and wetlands requiring a federal fill and removal permit under Section 404 of the Clean Water Act.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1289 §1, 2000; Ord. 1334, 2002.

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

17.06.360 New construction.

“New construction” means a structure for which the start of construction commenced on or after the effective date of the ordinance codified in this title.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.365 Nonaccess reservation.

“Nonaccess reservation” means a street plug or a one foot right-of-way width owned by the city.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.370 Nonconforming use.

“Nonconforming use” means a lawful existing use at the time the ordinance codified in this title or any amendment thereto becomes effective, which does not conform to the requirements of the zone in which it is located.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1266 §1, 1998.

17.06.372 Nonconforming development.

“Nonconforming development” means development of a site which was lawfully existing at the time the ordinance codified in this title or any amendment thereto becomes effective, which does not conform to the requirements of this title, including but not limited to minimum parking, minimum landscaping, etc.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1266 §2, 1998.

17.06.373 Nursing Home

“Nursing Home” means a facility that provides medical care, nursing, and other health services to its residents. A nursing home is not a group home, foster home, hotel, hospital, or home for the aged.

Statutory Reference: ORS Ch. 197, Ch. 227

17.06.375 Open space.

“Open space” means land that is undeveloped and that is planned to remain so indefinitely. “Open space” also refers to land zoned OS, Open Space District, and developed with uses identified in GMC Chapter 17.26 (OS open space district).

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1334, 2002.

17.06.380 Owner.

“Owner” means the person holding fee title to the land, or where there is a recorded land sale contract, the purchaser there under.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1334, 2002.

17.06.385 Parcel.

“Parcel” means a unit of land that is created by a partitioning of land. For the purposes of this title, “parcel” includes “lot” and “lot of record” unless the context otherwise requires.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002.

17.06.390 Parking space.

“Parking space” means an area available for the parking of a standard or compact vehicle.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.395 Partition.

“Partition” means either an act of partitioning land or an area or tract of land partitioned as defined in GMC Section 17.06.400.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.400 Partition land.

“Partition land” means to divide a lot of record into two (2) or three (3) parcels within a calendar year, but does not include a division of land resulting from a lien foreclosure, foreclosure of a recorded contract for the sale of real property or the creation of cemetery lots; divisions of land made pursuant to a court order, including, but not limited to, court orders and proceedings involving testate or intestate succession; or an adjustment of a property line by the relocation of a common boundary where an additional lot of record is not created and where the existing lot of record reduced in size by the adjustment complies with the provisions of this title. Any property divided by the sale or grant of property for state highway, county road, city street or other right-of-way purposes shall continue to be considered a single lot of record until such time as the property is further subdivided or partitioned.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1171 §1(M), 1993; Ord. 1323 §1, 2002.

17.06.405 Pedestrian way.

“Pedestrian way” means a right-of-way for pedestrian traffic.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.410 Person.

“Person” means an individual, firm, partnership, corporation, company, syndicate, association, social or fraternal organization or any legal entity, and including any trustee, receiver, assignee, or any group or combination acting as a unit.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.415 Planning Commission.

“Planning Commission” means the Planning Commission of the city.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.416 Plat.

“Plat” means a final map and other writing containing all the descriptions, locations, specifications, dedications, provisions and information concerning a subdivision or partition.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1323 §1, 2002.

17.06.418 Porch, front.

“Front porch” means a front entrance to a dwelling covered by a separate roof or an extension of the dwelling roof. Enclosure walls shall extend no more than half the distance from the front porch to the porch eaves. A front porch shall be used only for recreational, outdoor living purposes and not as a carport, garage, storage room or habitable room.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1289 §1, 2000.

17.06.419 Primary building wall.

“Primary building wall” means an exterior building wall that contains a public entrance to the premises and faces either a street or a parking area.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1323 §1, 2002.

17.06.420 Primary zoning district.

“Primary zoning district” includes the following: R-7.2, R-5, MR, C-1, C-2, C-3, OP, LI, and OS.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.426 Property line adjustment.

“Property line adjustment” means the relocation of a common property line between two (2) abutting lots of record.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1323 §1, 2002.

17.06.430 Recreation vehicle park.

“Recreational vehicle park” means an area designated by the person establishing, operating, managing or maintaining the same for overnight camping in recreation vehicles or for a short duration by the general public or any segment of the public. Recreation vehicle park includes, but is not limited to, areas open to use free of charge or through payment of a tax or fee or by virtue of rental, lease, license, membership, association, or ownership. Overnight camping of mobile homes is not allowed within recreation vehicle parks. A recreation vehicle park shall not include a municipal, county, state or federal park or recreation area.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1198 §1(A), 1994.

17.06.435 Recreation vehicle.

“Recreation vehicle” means a vacation trailer or self-propelled vehicle or structure equipped with wheels for highway use which is intended for human occupancy and is being used for recreation or vacation purposes, but not for residential purposes, and is equipped with plumbing, sink or toilet, and has a floor space of less than two hundred twenty square feet, excluding built-in equipment such as wardrobes, closets, cabinets, kitchen units or fixtures and bath and toilet rooms.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990

17.06.440 Residential home.

“Residential home” means the same as a foster home as defined in GMC Section 17.06.200.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.445 Residence.

“Residence” means a dwelling unit as defined in GMC Section 17.06.155.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.450 Residential planned unit development.

“Residential planned unit development” means a residential (R) planned unit development as allowed under GMC Chapter 17.38 (planned unit development) and is at least eighty thousand square feet in any zoning district or combination thereof. A planned unit development less than eighty thousand square feet must be approved by Planning Commission per GMC 17.38.020.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.455 Residential zoning district.

“Residential zoning district” means the R-7.2, R-5 and MR zones.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.460 Right-of-way.

“Right-of-way” means the area between boundary lines of a street or other easement, whether improved or unimproved.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.465 Roadway.

“Roadway” means the portion of a street right-of-way developed for vehicular traffic.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.470 Seasonal.

“Seasonal” means limited to a period of no more than six months in any twelve-month period, but related to a unique or an annually occurring event or condition.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.475 Section.

“Section” means a portion of this title identified by a seven-digit number, such as GMC Section 17.10.020 (uses allowed outright) in the R-7.2 zoning district.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.480 School, commercial.

“Commercial school” means a place where instruction is given to pupils in arts, crafts, trades or other occupational skills and operated as a commercial enterprise as distinguished from schools endowed or supported by taxation.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.485 School, primary, elementary, junior high or high.

“Primary, elementary, junior high or high schools” includes public, private or parochial but not nursery school, kindergarten or day nursery, except when operated in conjunction with a school.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.491 Senior housing center.

A “senior housing center” means a residential facility providing dwelling units without full kitchens (known as residential suites) for those aged sixty-five and older and dwelling units with full kitchens. Up to fifteen percent of the total number of dwelling units may be provided as single-family household units or duplex units with full kitchens. A senior housing center is a congregate care facility which provides common services including but not limited to transportation of residents, three meals per day in a common facility and other non-medical care congregate services.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1280 §1, 1998.

17.06.492 Setback, front.

“Front setback” means the horizontal distance between a front lot line and a structure.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1323 §1, 2002.

17.06.493 Setback, rear.

“Rear setback” means the horizontal distance between a rear lot line and a structure.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1323 §1, 2002.

17.06.494 Setback, side.

“Side setback” means the horizontal distance between a side lot line and a structure.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1323 §1, 2002.

17.06.496 Setback, street side.

“Street side setback” means the horizontal distance between a street side lot line and a structure.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1323 §1, 2002.

17.06.497 Sidewalk.

“Sidewalk” means a pedestrian walkway with permanent surfacing to city standards.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1323 §1, 2002.

17.06.500 Sign.

“Sign” means an identification, description, illustration or device which is affixed to or represented, directly or indirectly, upon a building, structure, or land and which directs attention to a product, place, activity, person, institution or business.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.501 Sign, electronic message center.

“Electronic message center sign” means a sign, display or device, or portion thereof, whose message may be changed by electronic process or remote control, and may include electronic time and/or temperature displays and the device known in the advertising industry as a commercial electronic variable message sign.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1161 §1, 1992; Ord. 1323 §1, 2002.

17.06.503 Sign, monument.

“Monument sign” means a sign that extends to the ground or that has a support that places the bottom of the sign less than two feet (2') from the ground.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1323 §1, 2002.

17.06.504 Sign, segmented message.

“Segmented message sign” means any message or distinct subunit of a message presented by means of at least one display change on an electronic message center sign.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1161 §1, 1992; Renumbered from 17.06.502 by Ord. 1323 §1, 2002.

17.06.506 Sign, tri-vision.

“Tri-vision sign” means a sign where the display surface is composed of triangular louvers that rotate periodically to allow three (3) images to be displayed.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1323 §1, 2002.

17.06.507 Story.

“Story” means that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. If the finished floor level directly above a basement, cellar or unused under floor space is more than six feet (6') above grade as defined in this section for more than fifty percent (50%) of the total perimeter or is more than twelve feet (12') above grade as defined in this section at any point, such basement, cellar or unused under floor space shall be considered a story.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Renumbered from 17.06.505 by Ord. 1323 §1, 2002.

17.06.510 Story, half.

“Half-story” means a story under a gable, hip, or gambrel roof, the wall plates of which on at least two opposite exterior walls are not more than two feet above the floor of such story.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.515 Street.

(1) “Street” means a public or private way that is created to provide ingress or egress for persons to one or more lots, parcels, areas or tracts of land, and the placement of utilities and including the terms road, highway, lane, avenue, place, court, way, circle, drive, alley or similar designation.

(2) “Alley” means a narrow street through a block primarily for vehicular service access to the back or side of properties otherwise abutting on another street.

(3) “Arterial” means a street of considerable continuity which is primarily a traffic artery for intercommunication among large areas.

(4) “Collector” means a street supplementary to the arterial street system and a means of intercommunication between this system and smaller areas; used to some extent for access to abutting properties and may be used to a limited extent for through traffic.

(5) “Cul-de-sac” (dead-end street) means a short street having one end open to traffic and terminated by a vehicle turnaround.

(6) “Marginal access street” means a minor street parallel and adjacent to a major arterial street providing access to abutting properties, but protected from through traffic.

(7) “Minor street” means a street intended primarily for access to abutting properties.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.520 Structure.

“Structure” means something constructed or built and having a fixed base on or fixed connection to the ground or another structure to include a mobile home.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.525 Subdivide land.

“Subdivide land” means to divide a lot of record into four (4) or more lots within a calendar year.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002.

17.06.530 Subdivision.

“Subdivision” means either an act of subdividing land or an area or a tract of land subdivided as defined in GMC Section 17.06.525.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.535 Temporary structure real estate offices

“Temporary structure real estate offices” means a temporary structure located in a subdivision used for the promotion of a sale of residential units in a developing subdivision.

Statutory Reference: ORS Ch. 197, Ch. 27

History: Ord. 1131 §2, 1990.

17.06.537 Temporary structures.

“Temporary structures” means an area covered by a plastic, tarp, fabric, or metal membrane that is either attached to a rigid framework, natural feature or some other structure that is used for storage. It does not include greenhouses or weather proofing of a vehicle, boat, or other individual item by tarp or other type of covering as long as the covering is attached directly to and covers only the particular item.

History: Ord. 1482 §1, 2018.

17.06.540 Title.

“Title” means that portion of the Gladstone Municipal Code identified by a two-digit number, such as Title 17, zoning and development.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.542 Transit street.

“Transit street” means a street on which public transit stops are located.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1289 §1, 2000.

17.06.545 Use.

“Use” means the purpose for which land or a structure is designed, arranged or intended or for which it is occupied or maintained.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.548 Utility facility.

“Utility facility” means buildings, structures or any constructed portion of a system that provides for the production, transmission, conveyance, delivery or furnishing of services including, but not limited to, heat, light, water, power, natural gas, sanitary sewer, stormwater, telephone and cable television. Utility facilities do not include stormwater pretreatment facilities.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990, Ord. 1431, 2011.

17.06.550 Utility substation.

“Utility substation” means a facility that provides for the location of utility service apparatus that includes, but is not limited to: telephone exchanges; public utility structures, without shops, garages or general administrative offices; transmission and receiving towers, and/or earth stations.

History: Ord. 1502 §1, 2020.

17.06.551 Vacation rental.

“Vacation rental” means a dwelling unit or accessory dwelling unit providing vacation occupancy.

History: Ord. 1502 §1, 2020.

17.06.553 Vacation occupancy.

“Vacation occupancy” as defined by ORS 90.100 means occupancy in a dwelling unit, not including transient occupancy in a hotel or motel, that has all of the following characteristics:

- (1) The occupant rents the unit for vacation purposes only, not as a principal residence;
- (2) The occupant has a principal residence other than at the unit; and
- (3) The period of authorized occupancy does not exceed 45 days.

History: Ord. 1502 §1, 2020.

17.06.555 Vegetation.

“Vegetation” means plantings or natural growth of trees, grass, shrubs, etc. which would permit normal percolation.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.560 Vehicle.

“Vehicle” means a device in, upon, or by which any person or property is or may be transported or drawn upon a public highway, except devices moved by human power or used exclusively upon stationary rails or tracks.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

CHAPTER
17.10 –

R-7.2

SINGLE-HOUSEHOLD
RESIDENTIAL
DISTRICT

Chapter 17.10

R-7.2—SINGLE-~~FAMILY~~HOUSEHOLD RESIDENTIAL DISTRICT

Sections:

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

17.10.010 Purpose.

The purpose of an R-7.2 district is to implement the comprehensive plan and to provide land for ~~families households and individuals~~ desiring to live in an environment of single-household ~~dwelling, including low density and middle housing dwellings on the periphery of neighborhoods.~~

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1499 §1 (Exh. A), 2020.

17.10.020 Uses allowed outright.

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

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

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1188 §1, 1994; Ord. 1323 1, 2002; Ord. 1499 §1 (Exh. A), 2020.

17.10.030 Accessory uses allowed.

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

- (1) Buildings. Garages and carports, storage and other buildings, as follows:
 - (a) Either the side, except a street side, or rear setback may be reduced to five feet for structures that:
 - (A) Are detached from other buildings on the same lot by a minimum of 10 feet;
 - (B) Do not exceed a height of one story; and
 - (C) Do not exceed a floor area of 450 square feet.
 - (b) Either the side, except a street side, or rear setback may be reduced to three feet for structures that do not exceed a floor area of 120 square feet.
 - (c) A wall of rated, fire-resistive construction may be required by the Oregon Structural Specialty Code or its successor.
 - (d) A setback does not apply to portable storage containers as defined in GMC Chapter 5.22.

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

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

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

(b) Fences and walls not subject to subsection (3)(a) of this section shall not exceed six feet in height.

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

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

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

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

(b) The floor area of an accessory dwelling unit shall ~~be a minimum of 220 square feet and~~ not exceed ~~400~~ 800 square feet. ~~Conversion of an existing basement to an ADU shall be exempt from the maximum size limit, provided that no new floor area will be added with the conversion;~~

(c) An accessory dwelling unit shall not contain more than ~~two~~ ~~one~~ bedrooms;

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

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

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

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

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

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

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

(A) One off-street parking space in addition to the off-street parking space required by GMC Chapter 17.48 (Off-Street Parking and Loading) for the primary dwelling unit; and

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

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

(7) Home Occupations. Home occupations shall be subject to GMC Chapter 17.78 (Home Occupations).

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1289 §1, 2000; Ord. 1323 §1, 2002; Ord. 1392 §3, 2007; Ord. 1499 §1 (Exh. A), 2020.

17.10.040 Conditional uses allowed.

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

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

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002; Ord. 1499 §1 (Exh. A), 2020.

17.10.050 Dimensional standards.

Except as provided in GMC Chapters 17.38 (Planned Unit Development), 17.72 (Variances) and 17.76 (Exceptions), the following dimensional standards shall apply in an R-7.2 zoning district:

| | | |
|----------------------------------|-----------------------------------|--|
| <u>Minimum Lot Area</u> | | |
| <u>Detached single household</u> | <u>7,200 sf</u> | |
| <u>Middle Housing</u> | <u>3,600 sf</u> | |
| <u>Multi-household dwellings</u> | <u>3,600 sf per dwelling unit</u> | |
| <u>Other uses</u> | <u>7,200 sf</u> | Or as established by the Planning Commission, as provided by GMC Chapter 17.70 (Conditional Uses). |
| <u>Minimum Setbacks</u> | | |

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| <u>Front Setback</u> | <u>20 ft</u> | Except that a front porch may project a maximum of five feet into a required front setback area |
| <u>Side Setback</u> | 20% of the average lot width or 15 ft, whichever is less, but in no case will be less than 5 ft (except for townhouses) <u>7.5 ft or 5 ft due to irregular shaped lots</u> | Architectural features such as cornices, eaves, gutters, chimneys and flues may project a maximum of two feet into a required setback area <u>Townhouse projects are allowed a zero-foot side setback for lot lines where Townhouse units are attached.</u> |
| <u>Street Side Setback</u> <u>Interior side setback</u> | <u>20 ft</u> <u>5 ft</u> | |
| <u>Rear Setback</u> | <u>15 ft</u> | <u>Cottage Cluster minimum setbacks can be reduced to 5 feet, if there is more than 150 square feet per dwelling unit of common open space provided, as define in Section 17.12.065(2).</u> <u>Setbacks for Manufactured homes in a mobile home park are subject to the standards in Section 17.62.070 (4).</u> |
| Maximum Building Height | 35 ft | Vertical projections such as chimneys, spires, domes, elevator shaft housings, towers, aerials, flagpoles and similar objects not used for human occupancy are not subject to building height limitations of this subsection. |
| Minimum Density | | |
| | Subdivisions and PUDs shall provide a minimum density of 80% of the maximum density per net acre. | |
| | <u>Cottage Clusters shall have a minimum density of 4 dwelling units per acre</u> | |
| <u>Maximum Density</u> | | |
| <u>Detached single household dwelling</u> | <u>One dwelling unit per 7,200 square feet of lot area or eight units per net acre</u> | <u>This code does not allow for the creation of more than four (4) dwelling units on a lot, including accessory dwelling units. Cottage Clusters and townhomes are exempt.</u> |
| <u>Middle Housing</u> | <u>None</u> | |
| <u>Sufficient Infrastructure</u> | <u>Applicants must demonstrate that Sufficient Infrastructure is provided, or will be provided, upon</u> | |

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| | <u>submittal of a residential development application.</u> | |
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(1) Lot Area:

- ~~(a) For a single family dwelling, the minimum lot area shall be 7,200 square feet;~~
- ~~(b) For two family or multi household dwelling, the minimum lot area shall be 3,600 square feet per dwelling unit;~~
- ~~(c) For other uses, the minimum lot area shall be 7,200 square feet, or as established by the Planning Commission, as provided by GMC Chapter 17.70 (Conditional Uses).~~

(2) Setback Requirements:

- ~~(a) A front setback shall be a minimum of 20 feet, except that a front porch may project a maximum of five feet into a required front setback area;~~
- ~~(b) Except on a corner lot, the total side setback shall be a minimum of 20 percent of the average lot width or 15 feet, whichever is less, but in no case shall a side setback be less than five feet;~~
- ~~(c) A rear setback shall be a minimum of 15 feet;~~
- ~~(d) On a corner lot, the street side setback shall be a minimum of 20 feet and the other side setback shall be a minimum of five feet;~~
- ~~(e) Architectural features such as cornices, eaves, gutters, chimneys and flues may project a maximum of two feet into a required setback area;~~

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

(4) All PUDs with residential uses must include a mix of two or more middle housing types for a minimum of 25% of the total dwelling units proposed.

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

(5) Minimum Density:

- ~~(a) Subdivisions and PUDs shall provide a minimum density of 80 percent of the maximum density per net acre. For the purpose of this provision, maximum density shall be one dwelling unit per 7,200 square feet of lot area or six units per net acre.~~

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1289 §1, 2000; Ord. 1323 §1, 2002; Ord. 1499 §1 (Exh. A), 2020.

17.10.055 Cottage Cluster Standards.

The following dimensional standard apply to cottage clusters development in the R-7.2 zone. Where conflicts arise between the standards within this section and elsewhere in the code, the standards of this section will supersede.

(1) Dimensional Standards

(a) Minimum Lot Size and Dimensions. Cottage clusters shall meet the minimum lot area that apply to detached single family dwellings in the R-7.2 zone.

(b) Setbacks and Building Separation.

(A) Setbacks. Cottage clusters shall meet the minimum setback standards:

- Front setbacks: 10 feet
- Side setbacks: 5 feet
- Rear setbacks: 10 feet

(B) Building Separation. Cottages shall be separated by a minimum distance of six (6) feet. The minimum distance between all other structures, including accessory structures, shall be in accordance with building code requirements.

(c) Average Unit Size. The maximum average floor area for a cottage cluster is 1,400 square feet per dwelling unit. Community buildings shall be included in the average floor area calculation for a cottage cluster.

(d) Off-Street Parking.

(A) Required Off-Street Parking. The minimum number of required off-street parking spaces for a cottage cluster project is zero (0) spaces per unit with a floor area less than 1,000 square feet and one (1) space per unit with a floor area of 1,000 square feet or more. Spaces may be provided for individual cottages or in shared parking clusters. A credit for on-street parking shall be granted for some or all of the required off-street parking as provided in subsection (b).

(B) On-Street Credit. If on-street parking spaces meet all the standards in subsections (i)-(iv) below, they shall be counted toward the minimum off-street parking requirement.

- i. The space must be abutting the subject site;
- ii. The space must be in a location where on-street parking is allowed by the jurisdiction;
- iii. The space must be a minimum of 22 feet long; and
- iv. The space must not obstruct a required sight distance area.

17.10.060 Design standards.

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

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

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

- (a) Face the street lot line. On a corner lot, the main entrance may face either street lot line or the corner; or
- (b) The main entrance shall open onto a covered porch that has an entrance that faces the street lot line. The porch and its roof shall each be at least 40 square feet in area and neither the width nor the depth shall be less than five feet.

(3) Curbs and Sidewalks. Provide curbs, associated drainage, and sidewalks within the right-of-way or easement for public roads and streets. Improvements installed by a developer, shall conform to the standards of this title, GMC Chapter 12.02 (street excavation requirements) and to any supplemental design and construction specifications adopted by the city for such improvements. This shall apply to new structures and Expedited Land Divisions as defined by ORS 197.360; with the following exceptions:

(a) There is no existing sidewalks within 200 feet of the subject parcel, and no planned sidewalk network in the area as identified in the Transportation System Plan.

(b) When sidewalks and other frontage improvements would be located on land with cross slopes greater than nine percent as shown on the site plan submitted with the building permit.

(4) Design Features. Single-family household dwellings and ~~two-family dwellings~~ duplexes, triplexes, quadplexes, townhomes, and cottage clusters shall include at least two of the following design features on each dwelling unit:

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

(i) Recessed garage entrance for street-facing garage (minimum 16 inches).

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

- (a) The manufactured dwelling shall be multi-sectional and enclose a space of not less than 1,000 square feet;
- (b) The manufactured dwelling shall be placed on an excavated, backfilled foundation and enclosed at the perimeter such that no more than 12 inches of the enclosing material is exposed above grade. Where the building site has a sloped grade, no more than 12 inches of the enclosing material shall be exposed on the uphill side of the home. If the manufactured dwelling is placed on a basement, the 12-inch limitation shall not apply;
- (c) The manufactured dwelling shall have a pitched roof of not less than three feet in height for each twelve feet in width;
- (d) The manufactured dwelling shall have exterior siding and roofing which in color, material and appearance is similar to the exterior siding and roofing material on surrounding dwellings;
- (e) The manufactured dwelling shall be certified by the manufacturer to have an exterior thermal envelope meeting performance standards equivalent to the performance standards required of single-family dwellings constructed under the Oregon Residential Specialty Code. Evidence demonstrating that the manufactured home meets "Super Good Cents" energy efficiency standards is deemed to satisfy the exterior thermal envelope certification standards. Additional manufacturer's certification shall not be required in such cases.
- (f) The manufactured dwelling shall have a garage or carport constructed of like materials. An attached or detached garage may be approved in lieu of a carport where such is consistent with the predominant construction of immediately surrounding dwellings.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1188 §1, 1994; Ord. 1289 §1, 2000; Ord. 1499 §1 (Exh. A), 2020.

17.10.065 Cottage Cluster Design Standards

The following design standards apply to cottage clusters development in the R-7.2 zone. Where conflicts arise between the standards within this section and elsewhere in the code, the standards of this section will supersede.

(1) Cottage Orientation. Cottages must be clustered or abut around a common courtyard or are directly connected to it by a pedestrian path, and must meet the following standards (see Figure 1):

(a) Each cottage within a cluster must either abut the common courtyard or must be directly connected to it by a pedestrian path that is at least 4 ft wide.

(b) A minimum of 50 percent of cottages within a cluster must be oriented to the common courtyard and must:

(A) Have a main entrance facing the common courtyard;

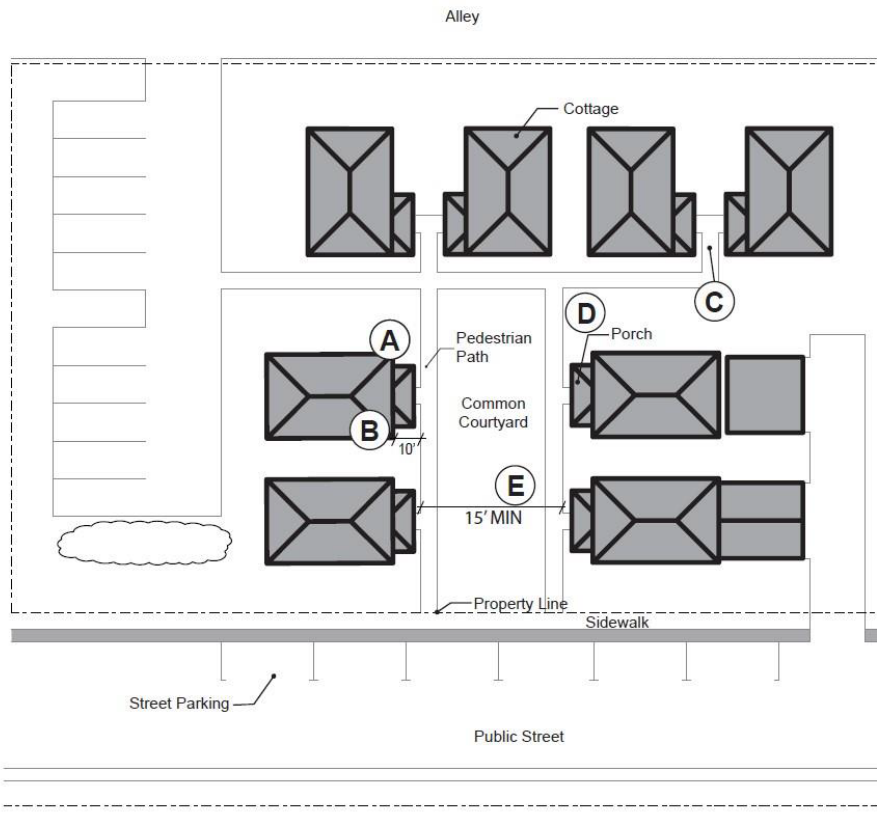
(B) Be within 10 feet from the common courtyard, measured from the façade of the cottage to the nearest edge of the common courtyard; and

(C) Be connected to the common courtyard by a pedestrian path.

(c) Cottages within 20 feet of a street property line may have their entrances facing the street.

(d) Cottages not facing the common courtyard or the street must have their main entrances facing a pedestrian path that is directly connected to the common courtyard.

Figure 1. Cottage Cluster Orientation and Common Courtyard Standards



(2) Common Courtyard Design Standards. Each cottage cluster must share a common courtyard in order to provide a sense of openness and community of residents. Common courtyards must meet the following standards:

- (a) The common courtyard must be a single, contiguous piece.
- (b) The common courtyard must contain a minimum of 150 square feet per cottage within the associated cluster.
- (c) The common courtyard must be a minimum of 15 feet wide at its narrowest dimension.
- (d) The common courtyard shall be developed with a mix of landscaping, lawn area, pedestrian paths, and/or paved courtyard area, and may also include recreational amenities. Impervious elements of the common courtyard shall not exceed 75 percent of the total common courtyard area.
- (e) Pedestrian paths must be included in a common courtyard. Paths that are contiguous to a courtyard shall count toward the courtyard's minimum dimension and area. Parking areas, required setbacks, and driveways do not qualify as part of a common courtyard.

(3) Pedestrian Access.

(a) An accessible pedestrian path that is at least 4 feet wide must be provided that connects the main entrance of each cottage to one or all the following:

- (A) The common courtyard;
- (B) Shared parking areas;

(C) Community buildings; and

(D) Sidewalks in public rights-of-way abutting the site or rights-of-way if there are no sidewalks.

(b) The pedestrian path must be hard-surfaced and a minimum of four (4) feet wide.

(4) Parking location and access.

(a) Off-street parking spaces and vehicle maneuvering areas shall not be located:

- Within of 20 feet from any street property line, except alley property lines;
- Between a street property line and the front façade of cottages located closest to the street property line.
This standard does not apply to alleys.

(b) Off-street parking spaces shall not be located within 10 feet of any other property line, except alley property lines. Driveways and drive aisles are permitted within 10 feet of other property lines.

(c) Clustered parking. Off-street parking may be arranged in clusters and separated from common spaces by at least four (4) feet of landscaping.

(5) Screening. Landscaping, fencing, or walls at least three feet tall shall separate clustered parking areas and parking structures from common courtyards and public streets.

(6) Garages and carports.

(a) Garages and carports (whether shared or individual) must not abut common courtyards.

(b) Individual attached garages up to 200 square feet shall be exempted from the calculation of maximum building footprint for cottages.

(c) Individual detached garages must not exceed 400 square feet in floor area.

(d) Garage doors for attached and detached individual garages must not exceed 20 feet in width.

17.10.070 Exemptions to uses allowed outright.

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

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1188 §1, 1994; Ord. 1323 §1, 2002; Ord. 1499 §1 (Exh. A), 2020.

CHAPTER
17.12 –
R-5
SINGLE-HOUSEHOLD
RESIDENTIAL
DISTRICT

Chapter 17.12

R-5—SINGLE-~~FAMILY~~HOUSEHOLD RESIDENTIAL DISTRICT

Sections:

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

17.12.010 Purpose.

The purpose of an R-5 district is to implement the Comprehensive Plan and to provide land for families and individuals desiring to live in an environment of ~~medium density~~, mixed single ~~family~~ household and middle housing multi-family dwellings.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1499 §1 (Exh. B), 2020.

17.12.020 Uses allowed outright.

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

- (1) Single ~~family~~ household dwelling, including a manufactured dwelling.
- (2) ~~Duplex~~ Middle housing.
- ~~(2)(3)~~ Mobile home park, subject to GMC Section 17.62.070 (Mobile home park).

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1144 §1, 1991; Ord. 1171 §1(C), 1993; Ord. 1291 §1, 2000; Ord. 1323 §1, 2002; Ord. 1499 §1 (Exh. B), 2020.

17.12.030 Accessory uses allowed.

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

- (1) Buildings. Garages and carports, storage and other buildings, as follows:
 - (a) Either the side, except a street side, or rear setback may be reduced to zero for one accessory structure, provided such structure:
 - (A) Is detached from other buildings;
 - (B) Does not exceed a height of one story; and
 - (C) Does not exceed a floor area of 450 square feet;
 - (b) A wall of rated, fire-resistive construction may be required by the Oregon Structural Specialty Code or its successor.
 - (c) When more than one accessory structure is present including a portable storage container, as defined in GMC Chapter 5.22, a setback does not apply to the portable storage container.

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

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

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

(b) Fences and walls not subject to subsection (3)(a) of this section shall not exceed six feet in height.

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

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

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

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

(b) The floor area of an accessory dwelling unit shall ~~be a minimum of 220 square feet and~~ not exceed ~~400~~ 800 square feet. ~~Conversion of an existing basement to an ADU shall be exempt from the maximum size limit, provided that no new floor area will be added with the conversion;~~

(c) An accessory dwelling unit shall not contain more than ~~two~~ ~~one~~ bedrooms;

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

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

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

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

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

(i) An accessory dwelling unit shall comply with the minimum yard requirements and maximum building height established in GMC Section 17.12.050;

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

(A) One off-street parking space in addition to the off-street parking space required by GMC Chapter 17.48 (Off-Street Parking and Loading) for the primary dwelling unit; and

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

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

(7) Home Occupations. Home occupations shall be subject to GMC Chapter 17.78 (Home Occupations).

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1171 §§1(E) & 1(F), 1993; Ord. 1289 §1, 2000; Ord. 1323 §1, 2002; Ord. 1392, §3, 2007; Ord. 1499 §1 (Exh. B), 2020.

17.12.040 Conditional uses allowed.

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

- (1) Multi-household dwelling, ~~three-five~~-to-eight-unit ~~complexes-building~~.
- (2) Medical/dental office at the intersection of minor arterials or collectors.
- (3) Church and associated buildings and structures.
- (4) Community center, day care center.
- (5) Fire station or similar public use necessary to provide service or preserve public safety in the area.
- (6) Planned unit development.
- (7) Nursing homes and homes for the aged.
- (8) School and associated buildings, structures and facilities.
- (9) Utility facility; provided, that no outside storage is involved.
- (10) Community commercial within 200 feet from the Portland Avenue C-2 district.
- (11) Group homes.
- (12) Boarding house, rooming house, lodging house.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002; Ord. 1499 §1 (Exh. B), 2020.

17.12.050 Dimensional standards.

Except as provided in GMC Chapters 17.38 (Planned Unit Development), 17.72 (Variances) and 17.76 (Exceptions), the following dimensional standards shall apply in an R-5 zoning district:

| | | |
|----------------------------------|-----------------|--|
| <u>Minimum Lot Area</u> | | |
| <u>Detached single household</u> | 5,000 sf | |
| <u>Duplex and Triplex</u> | <u>5,000 sf</u> | |
| <u>Quadplex</u> | <u>7,000 sf</u> | |

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| <u>Cottage Cluster</u> | <u>7,000 sf</u> | |
| <u>Townhouse Project</u> | <u>5,000 sf</u> | <u>The average minimum lot area for a townhouse dwelling shall be 1,500 sf</u> |
| <u>Multi-household dwellings</u> | 2,500 sf per dwelling unit | |
| <u>Other uses</u> | 5,000 sf | Or as established by the Planning Commission, as provided by GMC Chapter 17.70 (Conditional Uses). |
| <u>Minimum Setbacks</u> | | |
| <u>Front Setback</u> | 20 ft | Except that a front porch may project a maximum of five feet into a required front setback area Architectural features such as cornices, eaves, gutters, chimneys and flues may project a maximum of two feet into a required setback area <u>Townhouse projects are allowed a zero-foot side setback for lot lines where Townhouse units are attached.</u> <u>Cottage Cluster minimum setbacks can be reduced to 5 feet, if there is more than 150 square feet per dwelling unit of common open space provided, as define in Section 17.12.065(2).</u> |
| <u>Side Setback</u> | 5 ft | |
| <u>Street Side Setback</u> | 20 ft | |
| <u>Rear Setback</u> | 15 ft | |
| <u>Maximum Building Height</u> | 35 ft | Vertical projections such as chimneys, spires, domes, elevator shaft housings, towers, aerials, flagpoles and similar objects not used for human occupancy are not subject to building height limitations of this subsection. |
| <u>Minimum Vegetation</u> | | |
| <u>Multi-household dwelling</u> | At least 20% of the total area of the lot | The minimum area that must be left or planted with trees, shrubs, grass, etc. |
| <u>Minimum Density</u> | <u>Cottage Clusters shall have a minimum density of 4 dwelling units per acre.</u> <u>Subdivisions and PUDs shall provide a minimum density of 80</u> | |

| | | |
|---------------------------|---|--|
| | <u>percent of the maximum density per net acre.</u> | |
| Maximum Density | one dwelling unit per 5,000 square feet of lot area or eight units per net acre | |
| Sufficient Infrastructure | Applicants must demonstrate that Sufficient Infrastructure is provided, or will be provided, upon submittal of a triplex or quadplex development application. | |

~~(1) Lot Area.~~

- ~~(a) For a single family dwelling, the minimum lot area shall be 5,000 square feet;~~
- ~~(b) For a multi family dwelling, the minimum lot area shall be 2,500 square feet per dwelling unit~~
- ~~(c) For other uses, the minimum lot area shall be 5,000 square feet, or as established by the Planning Commission, as provided by GMC Chapter 17.70 (Conditional Uses).~~

~~(2) Setback Requirements:~~

- ~~(a) A front setback shall be a minimum of 20 feet except that a front porch may project a maximum of five feet into a required front setback area;~~
- ~~(b) A side setback shall be a minimum of five feet.;~~
- ~~(c) A rear setback shall be a minimum of 15 feet.;~~
- ~~(d) A street side setback shall be a minimum of 20 feet.;~~
- ~~(e) Architectural features such as cornices, eaves, gutters, chimneys and flues may project a maximum of two feet into a required setback area.~~

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

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

~~(5) All PUDs with residential uses must include a mix of two or more middle housing types for a minimum of 25% of the total dwelling units proposed.~~

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

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

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1289 §1, 2000; Ord. 1291 §1, 2000; Ord. 1323 §1, 2002; Ord. 1499 §1 (Exh. B), 2020.

17.12.055 Cottage Cluster Standards.

The following dimensional standard apply to cottage clusters development in the R-5 zone. Where conflicts arise between the standards within this section and elsewhere in the code, the standards of this section will supersede.

(1) Dimensional Standards

(a) Minimum Lot Size and Dimensions. Cottage clusters shall meet the minimum lot area that apply to detached single family dwellings in the R-5 zone.

(b) Setbacks and Building Separation.

(A) Setbacks. Cottage clusters shall meet the minimum setback standards:

- Front setbacks: 10 feet
- Side setbacks: 5 feet
- Rear setbacks: 10 feet

(B) Building Separation. Cottages shall be separated by a minimum distance of six (6) feet. The minimum distance between all other structures, including accessory structures, shall be in accordance with building code requirements.

(c) Average Unit Size. The maximum average floor area for a cottage cluster is 1,400 square feet per dwelling unit. Community buildings shall be included in the average floor area calculation for a cottage cluster.

(d) Off-Street Parking.

(A) Required Off-Street Parking. The minimum number of required off-street parking spaces for a cottage cluster project is zero (0) spaces per unit with a floor area less than 1,000 square feet and one (1) space per unit with a floor area of 1,000 square feet or more. Spaces may be provided for individual cottages or in shared parking clusters. A credit for on-street parking shall be granted for some or all of the required off-street parking as provided in subsection (b).

(B) On-Street Credit. If on-street parking spaces meet all the standards in subsections (i)-(iv) below, they shall be counted toward the minimum off-street parking requirement.

- i. The space must be abutting the subject site;
- ii. The space must be in a location where on-street parking is allowed by the jurisdiction;
- iii. The space must be a minimum of 22 feet long; and
- iv. The space must not obstruct a required sight distance area.

17.12.060 Design standards.

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

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

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

- (a) Face the street lot line. On a corner lot, the main entrance may face either street lot line or the corner; or
- (b) The main entrance shall open onto a covered porch that has an entrance that faces the street lot line. The porch and its roof shall each be at least 40 square feet in area and neither the width nor the depth shall be less than five feet.

(3) Curbs and Sidewalks. Provide curbs, associated drainage, and sidewalks within the right-of-way or easement for public roads and streets. Improvements installed by a developer, shall conform to the standards of this title, GMC Chapter 12.02 (street excavation requirements) and to any supplemental design and construction specifications adopted by the city for such improvements. This shall apply to new structures and Expedited Land Divisions as defined by ORS 197.360; with the following exceptions:

(a) There is no existing sidewalks within 200 feet of the subject parcel, and no planned sidewalk network in the area as identified in the Transportation System Plan.

(b) When sidewalks and other frontage improvements would be located on land with cross slopes greater than nine percent as shown on the site plan submitted with the building permit.

| (34) Design Features. ~~Detached S~~single-~~family household~~ dwellings, duplexes, triplexes, quadplexes, townhomes, and cottage clusters shall include at least two of the following design features on each dwelling unit:

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

| (45) Manufactured Dwellings. All manufactured dwellings on individual lots in this district shall meet or exceed the following design standards:

- (a) The manufactured dwelling shall be multi-sectional and enclose a space of not less than 1,000 square feet;
- (b) The manufactured dwelling shall be placed on an excavated, back-filled foundation and enclosed at the perimeter such that no more than 12 inches of the enclosing material is above grade. Where the building site has a sloped grade, no more than 12 inches of the enclosing material shall be exposed on the uphill side of the home. If the manufactured home is placed on a basement, the 12-inch limitation shall not apply;
- (c) The manufactured dwelling shall have a pitched roof of not less than three feet in height for each 12 feet in width;
- (d) The manufactured dwelling shall have exterior siding and roofing which in color, material and appearance is similar to the exterior siding and roofing material on surrounding dwellings;

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

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

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1144 §1, 1991; Ord. 1171 §1(D), 1993; Ord. 1188 §1, 1994; Ord. 1289 §1, 2000; Ord. 1291 §1, 2000; Ord. 1499 §1 (Exh. B), 2020.

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

17.12.065 Cottage Cluster Design Standards

The following design standards apply to cottage clusters development in the R-5 zone. Where conflicts arise between the standards within this section and elsewhere in the code, the standards of this section will supersede.

(1) Cottage Orientation. Cottages must be clustered or abut around a common courtyard or are directly connected to it by a pedestrian path, and must meet the following standards (see Figure 1):

(a) Each cottage within a cluster must either abut the common courtyard or must be directly connected to it by a pedestrian path that is at least 4 ft wide.

(b) A minimum of 50 percent of cottages within a cluster must be oriented to the common courtyard and must:

(A) Have a main entrance facing the common courtyard;

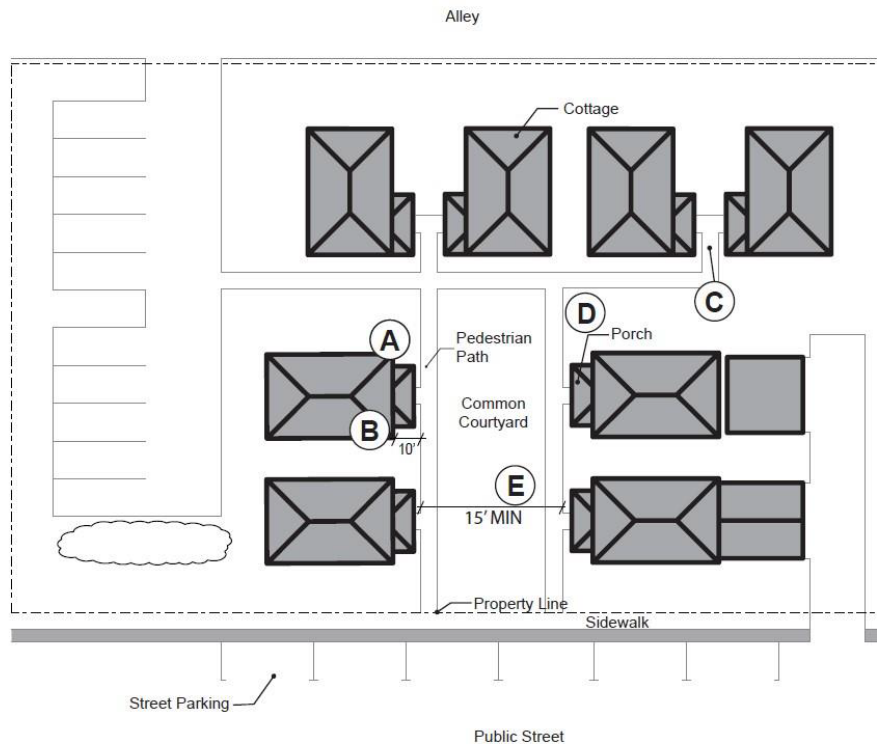
(B) Be within 10 feet from the common courtyard, measured from the façade of the cottage to the nearest edge of the common courtyard; and

(C) Be connected to the common courtyard by a pedestrian path.

(c) Cottages within 20 feet of a street property line may have their entrances facing the street.

(d) Cottages not facing the common courtyard or the street must have their main entrances facing a pedestrian path that is directly connected to the common courtyard.

Figure 1. Cottage Cluster Orientation and Common Courtyard Standards



(2) Common Courtyard Design Standards. Each cottage cluster must share a common courtyard in order to provide a sense of openness and community of residents. Common courtyards must meet the following standards:

- (a) The common courtyard must be a single, contiguous piece.
- (b) The common courtyard must contain a minimum of 150 square feet per cottage within the associated cluster.
- (c) The common courtyard must be a minimum of 15 feet wide at its narrowest dimension.
- (d) The common courtyard shall be developed with a mix of landscaping, lawn area, pedestrian paths, and/or paved courtyard area, and may also include recreational amenities. Impervious elements of the common courtyard shall not exceed 75 percent of the total common courtyard area.
- (e) Pedestrian paths must be included in a common courtyard. Paths that are contiguous to a courtyard shall count toward the courtyard's minimum dimension and area. Parking areas, required setbacks, and driveways do not qualify as part of a common courtyard.

(3) Pedestrian Access.

(a) An accessible pedestrian path that is at least 4 feet wide must be provided that connects the main entrance of each cottage to one or all the following:

- (A) The common courtyard;
- (B) Shared parking areas;

(C) Community buildings; and

(D) Sidewalks in public rights-of-way abutting the site or rights-of-way if there are no sidewalks.

(b) The pedestrian path must be hard-surfaced and a minimum of four (4) feet wide.

(4) Parking location and access.

(a) Off-street parking spaces and vehicle maneuvering areas shall not be located:

- Within of 20 feet from any street property line, except alley property lines;
- Between a street property line and the front façade of cottages located closest to the street property line.
This standard does not apply to alleys.

(b) Off-street parking spaces shall not be located within 10 feet of any other property line, except alley property lines. Driveways and drive aisles are permitted within 10 feet of other property lines.

(c) Clustered parking. Off-street parking may be arranged in clusters and separated from common spaces by at least four (4) feet of landscaping.

(5) Screening. Landscaping, fencing, or walls at least three feet tall shall separate clustered parking areas and parking structures from common courtyards and public streets.

(6) Garages and carports.

(a) Garages and carports (whether shared or individual) must not abut common courtyards.

(b) Individual attached garages up to 200 square feet shall be exempted from the calculation of maximum building footprint for cottages.

(c) Individual detached garages must not exceed 400 square feet in floor area.

(d) Garage doors for attached and detached individual garages must not exceed 20 feet in width.

CHAPTER
17.14 –

MR -
MULTI-HOUSEHOLD
RESIDENTIAL
DISTRICT

Chapter 17.14

MR—MULTI-~~HOUSEHOLD~~~~FAMILY~~ RESIDENTIAL DISTRICT

Sections:

- 17.14.010 Purpose.
- 17.14.020 Uses allowed outright.
- 17.14.030 Accessory uses allowed.
- 17.14.040 Conditional uses allowed.
- 17.14.050 Dimensional standards.

17.14.010 Purpose.

The purpose of an MR district is to: implement the comprehensive plan and to provide land for ~~families and individuals households~~ desiring to live in an environment of higher density ~~multi-family dwellings residential development~~ with proximity to mass transit, shopping and service facilities.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2 (Part), 1990.

17.14.020 Uses allowed outright.

In an MR zoning district, the following uses and their accessory uses are allowed outright:

- (1) ~~Duplex Two family dwellings.~~
- (2) Multi-family dwellings.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2 (Part), 1990; Ord. 1323 §1 (Part), 2002.

17.14.030 Accessory uses allowed.

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

- (1) Buildings. Garages and carports, storage and other buildings, as follows:
 - (a) Either the side, except a street side, or rear setback may be reduced to zero for one accessory structure provided such structure:
 - (A) Is detached from other buildings;
 - (B) Does not exceed a height of one (1) story; and
 - (C) Does not exceed a floor area of four hundred-fifty (450) square feet;
 - (b) A wall of rated, fire-resistive construction may be required by the Oregon Structural Specialty Code or its successor.
 - (c) When more than one accessory structure is present including a portable storage container as defined in Chapter 5.22, a setback does not apply to the portable storage container.
- (2) Courtyards, Patios and Decks. The minimum side, except street side, and rear setbacks for uncovered courtyards, patios and decks in excess of thirty inches (30") in height shall be five feet (5'). The minimum front and street side setbacks for such courtyards, patios and decks shall be fifteen feet (15'). No setback shall be required for uncovered

courtyards, patios and decks thirty inches (30") or less in height. When calculating the height of a courtyard, patio or deck, railings and benches shall be excluded from the calculation.

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

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

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

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

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

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

(6) Home Occupations. Home occupations shall be subject to GMC Chapter 17.78 (home occupations).

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2 (Part), 1990; Ord. 1171 §1(F), 1993; Ord. 1323 §1, 2002; Ord. 1392 § 4, 2007.

17.14.040 Conditional uses allowed.

In an MR zoning district, the following uses and their accessory uses are allowed subject to GMC Chapter 17.70 (conditional uses):

(1) Detached Single-~~household family~~ dwelling, Triplex, Quadplex, Townhouse, and Cottage Clusters.

(2) Church and associated buildings and structures.

(3) Community center, day care center, meeting hall.

(4) Mobile home park.

(5) Nursing homes and homes for the aged.

(6) School and associated structures and facilities.

(7) Utility facility provided no outside storage is involved.

(8) Local commercial uses listed under GMC Section 17.16.020 (uses permitted outright).

(9) Foster homes.

(10) Group homes.

(11) Planned unit development.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1 (Part), 2002.

17.14.050 Dimensional standards.

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

| | | |
|----------------------------------|---|---|
| <u>Minimum Lot Area</u> | | |
| <u>Detached</u> single household | 5,000 sf | |
| <u>Duplex</u> | 3,000 sf + 1,000 sf per dwelling unit | |
| <u>Multi-household dwellings</u> | 3,000 sf + 1,000 sf per dwelling unit | |
| <u>Other uses</u> | 5,000 sf | Or as established by the Planning Commission, as provided by GMC Chapter 17.70 (Conditional Uses). |
| <u>Minimum Setbacks</u> | | |
| <u>Front Setback</u> | 20 ft | Architectural features such as cornices, eaves, gutters, chimneys and flues may project a maximum of two feet into a required setback area <u>Townhouse projects are allowed a zero-foot side setback for lot lines where Townhouse units are attached.</u> <u>Cottage Cluster minimum setbacks can be reduced to 5 feet, if there is more than 150 square feet per dwelling unit of common open space provided, as define in Section 17.12.065(2).</u> |
| <u>Side Setback</u> | 5 ft | |
| <u>Street Side Setback</u> | 20 ft | |
| <u>Rear Setback</u> | 15 ft | |
| Maximum Building Height | 35 ft | Vertical projections such as chimneys, spires, domes, elevator shaft housings, towers, aerials, flagpoles and similar objects not used for human occupancy are not subject to building height limitations of this subsection. |
| Minimum Vegetation | At least 20% of the total area of the lot | <u>must be left or planted in trees, shrubs, grass, etc.</u> |
| Minimum Density | | |
| | 80% of the maximum number of units allowed under GMC Subsection 17.14.050(1) Minimum Lot Area. | In no case shall the minimum density exceed thirty (30) units per net acre. Exception. Where an existing two-family or multi-family development is being altered or expanded, it shall |

| | | |
|------------------------|-------------|--|
| | | not be required to comply with the minimum density standard provided the alteration or expansion does not result in a net loss of units. Mobile home parks shall provide a minimum density of eight (8) units per net acre. |
| <u>Maximum Density</u> | <u>None</u> | |

~~(1) Lot area:~~

- ~~(a) For a single-family dwelling, the minimum lot area shall be five thousand (5,000) square feet;~~
- ~~(b) For a two-family or multi-family dwelling, the minimum lot area three thousand square (3,000) feet, plus one thousand (1,000) square feet per dwelling unit;~~
- ~~(c) For other uses, the lot area shall be a minimum of five thousand (5,000) square feet or as established by the Planning Commission as provided in GMC Chapter 17.70 (conditional uses);~~

~~(2) Setback Requirements:~~

- ~~(a) A front setback shall be a minimum of twenty feet (20').~~
- ~~(b) A side setback shall be a minimum of five feet (5').~~
- ~~(c) A rear setback shall be a minimum of fifteen feet (15').~~
- ~~(d) A street side setback, shall be a minimum of twenty feet (20').;~~
- ~~(e) Architectural features such as cornices, eaves, gutters, chimneys and flues may project a maximum of two feet (2') into a required setback area;~~

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

~~(4) Minimum Vegetation. The minimum area that must be left or planted in trees, shrubs, grass, etc., shall be at least twenty percent (20%) of the total area of the lot.~~

~~(5) All PUDs with residential uses must include a mix of two or more middle housing types for a minimum of 25% of the total dwelling units proposed~~

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

~~(6) Minimum Density:~~

- ~~(a) Developments of two-family or multi-household family dwellings shall provide a minimum density of eighty percent (80%) of the maximum number of units allowed under GMC Subsection 17.14.050(1). In no case shall the minimum density of any residential dwelling units exceed thirty (30) units per net acre.~~

~~(b) Exception. Where an existing middle housing development two family or multi household family development is being altered or expanded, it shall not be required to comply with the minimum density standard provided the alteration or expansion does not result in a net loss of units.~~

~~(c) Mobile home parks shall provide a minimum density of eight (8) units per net acre.~~

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1289 §1, 2000; Ord. 1323 §1, 2002.

17.14.055 Cottage Cluster Standards.

The following dimensional standard apply to cottage clusters development in the R-5 zone. Where conflicts arise between the standards within this section and elsewhere in the code, the standards of this section will supersede.

(1) Dimensional Standards

(a) Minimum Lot Size and Dimensions. Cottage clusters shall meet the minimum lot area that apply to detached single family dwellings in the R-5 zone.

(b) Setbacks and Building Separation.

(A) Setbacks. Cottage clusters shall meet the minimum setback standards:

- Front setbacks: 10 feet
- Side setbacks: 5 feet
- Rear setbacks: 10 feet

(B) Building Separation. Cottages shall be separated by a minimum distance of six (6) feet. The minimum distance between all other structures, including accessory structures, shall be in accordance with building code requirements.

(c) Average Unit Size. The maximum average floor area for a cottage cluster is 1,400 square feet per dwelling unit. Community buildings shall be included in the average floor area calculation for a cottage cluster.

(d) Off-Street Parking.

(A) Required Off-Street Parking. The minimum number of required off-street parking spaces for a cottage cluster project is zero (0) spaces per unit with a floor area less than 1,000 square feet and one (1) space per unit with a floor area of 1,000 square feet or more. Spaces may be provided for individual cottages or in shared parking clusters. A credit for on-street parking shall be granted for some or all of the required off-street parking as provided in subsection (b).

(B) On-Street Credit. If on-street parking spaces meet all the standards in subsections (i)-(iv) below, they shall be counted toward the minimum off-street parking requirement.

- (i) The space must be abutting the subject site;
- (ii) The space must be in a location where on-street parking is allowed by the jurisdiction;
- (iii). The space must be a minimum of 22 feet long; and
- (iv) The space must not obstruct a required sight distance area.

(2) Design Standards

The following design standards apply to cottage clusters development in the MR zone. Where conflicts arise between the standards within this section and elsewhere in the code, the standards of this section will supersede.

(a) Cottage Orientation. Cottages must be clustered or abut around a common courtyard or are directly connected to it by a pedestrian path, and must meet the following standards (see Figure 1):

(A) Each cottage within a cluster must either abut the common courtyard or must be directly connected to it by a pedestrian path that is at least 4 ft wide.

(B) A minimum of 50 percent of cottages within a cluster must be oriented to the common courtyard and must:

(i) Have a main entrance facing the common courtyard;

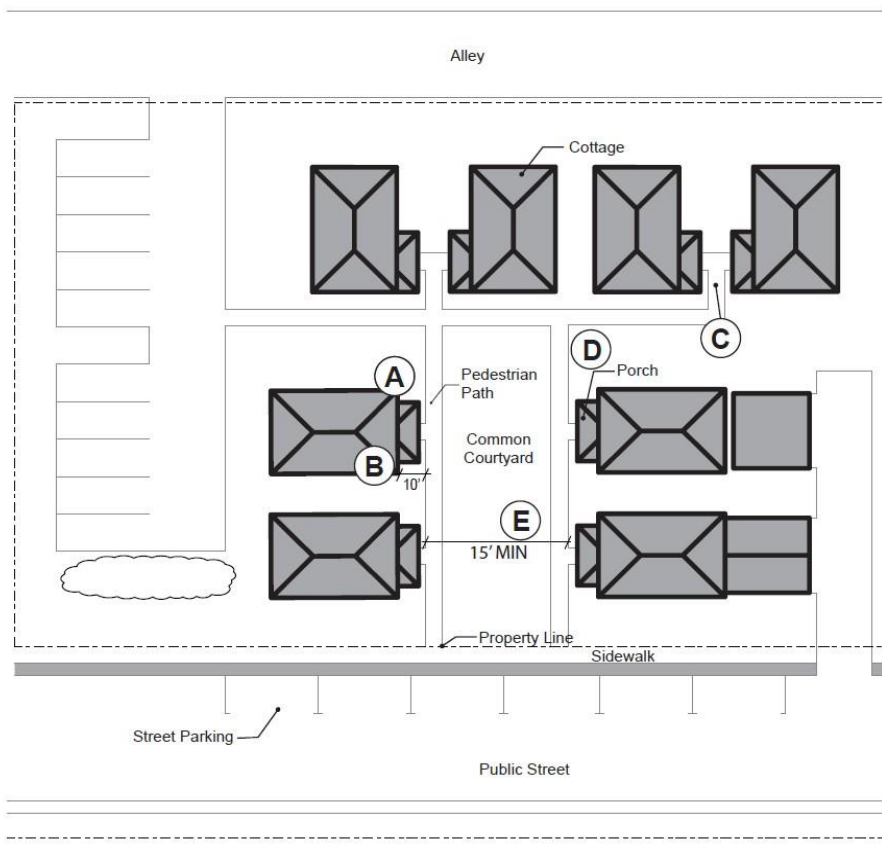
(ii) Be within 10 feet from the common courtyard, measured from the façade of the cottage to the nearest edge of the common courtyard; and

(iii) Be connected to the common courtyard by a pedestrian path.

(C) Cottages within 20 feet of a street property line may have their entrances facing the street.

(D) Cottages not facing the common courtyard or the street must have their main entrances facing a pedestrian path that is directly connected to the common courtyard.

Figure 1. Cottage Cluster Orientation and Common Courtyard Standards



(b) Common Courtyard Design Standards. Each cottage cluster must share a common courtyard in order to provide a sense of openness and community of residents. Common courtyards must meet the following standards:

(A) The common courtyard must be a single, contiguous piece.

(B) The common courtyard must contain a minimum of 150 square feet per cottage within the associated cluster.

(C) The common courtyard must be a minimum of 15 feet wide at its narrowest dimension.

(D) The common courtyard shall be developed with a mix of landscaping, lawn area, pedestrian paths, and/or paved courtyard area, and may also include recreational amenities. Impervious elements of the common courtyard shall not exceed 75 percent of the total common courtyard area.

(E) Pedestrian paths must be included in a common courtyard. Paths that are contiguous to a courtyard shall count toward the courtyard's minimum dimension and area. Parking areas, required setbacks, and driveways do not qualify as part of a common courtyard.

(c) Pedestrian Access.

(A) An accessible pedestrian path that is at least 4 feet wide must be provided that connects the main entrance of each cottage to one or all the following:

(i) The common courtyard;

(ii) Shared parking areas;

(iii) Community buildings; and

(iv) Sidewalks in public rights-of-way abutting the site or rights-of-way if there are no sidewalks.

(B) The pedestrian path must be hard-surfaced and a minimum of four (4) feet wide.

(d) Parking location and access.

(A) Off-street parking spaces and vehicle maneuvering areas shall not be located:

- Within 20 feet from any street property line, except alley property lines;
- Between a street property line and the front façade of cottages located closest to the street property line. This standard does not apply to alleys.

(B) Off-street parking spaces shall not be located within 10 feet of any other property line, except alley property lines. Driveways and drive aisles are permitted within 10 feet of other property lines.

(C) Clustered parking. Off-street parking may be arranged in clusters and separated from common spaces by at least four (4) feet of landscaping.

(e) Screening. Landscaping, fencing, or walls at least three feet tall shall separate clustered parking areas and parking structures from common courtyards and public streets.

(f) Garages and carports.

(A) Garages and carports (whether shared or individual) must not abut common courtyards.

(B) Individual attached garages up to 200 square feet shall be exempted from the calculation of maximum building footprint for cottages.

(C) Individual detached garages must not exceed 400 square feet in floor area.

(D) Garage doors for attached and detached individual garages must not exceed 20 feet in width.

CHAPTER
17.38 –

PLANNED
UNIT
DEVELOPMENT

Chapter 17.38

PLANNED UNIT DEVELOPMENT

Sections:

- 17.38.010 Purpose.
- 17.38.020 Applicability.
- 17.38.030 Uses permitted outright.
- 17.38.040 Accessory uses.
- 17.38.050 Conditional uses.
- 17.38.060 Development standards.
- 17.38.070 Submittal requirements.
- 17.38.080 Review and approval.

17.38.010 Purpose.

The purpose of a planned unit development is to:

- (1) Encourage a more creative and flexible approach in the development of land consistent with the uses of the underlying zoning district(s).
- (2) Promote the retention of open space for integration in an efficient and aesthetically desirable manner with the overall development.
- (3) Provide the opportunity for a mixture of land uses in a creative approach to development by allowing flexibility in design, building placement, circulation, off-street parking areas, and use of open space.
- (4) Foster variety in a development pattern that is consistent with the goals and policies of the comprehensive plan.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990.

17.38.020 Applicability.

A PUD may be established on a site of at least eighty thousand square feet in any zoning district or combination thereof. A PUD shall not be established on less than eighty thousand square feet unless the Planning Commission finds that a smaller site is suitable due to special features, such as topography, geography, size and shape, or other unique features.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990.

17.38.030 Uses permitted outright.

Uses permitted outright are those uses listed as primary uses in the zone(s) in which the development is located.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990.

17.38.040 Accessory uses.

The following uses may be allowed when developed in conjunction with a primary use:

- (1) Accessory structures consistent with the primary uses of the underlying zoning district(s).
- (2) Recreational facilities including, but not limited to, swimming pools, tennis courts, and playgrounds.

(3) Offices, buildings, and facilities required for the operation, administration, and maintenance of the PUD and for recreation purposes, such as golf courses, recreation rooms, and vehicle storage areas.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990.

17.38.050 Conditional uses.

Conditional uses may be established within a residentially zoned PUD, pursuant to GMC Chapter 17.70 (conditional use). Approval shall not be granted unless the proposal satisfies the criteria set forth in the special use requirements of GMC Chapter 17.62 (special uses):

- (1) Schools, libraries, community hall.
- (2) Retirement homes, group homes, day care centers.
- (3) Churches.
- (4) Utility facility (provided no outside storage is involved), fire station or similar public service facility.
- (5) Medical/dental office when fronting a collector or minor arterial.
- (6) Convenience establishments of a commercial and service nature, including stores, laundry, dry cleaning, beauty shops, barber shops, and convenience grocery stores (but specifically excluding gas stations, repair garages, drive-in restaurants, and taverns), provided:
 - (a) Such convenience establishments are an integral part of the general plan of development and provide facilities related to the needs of the prospective residents;
 - (b) Such convenience establishments and their parking, loading, and maneuvering areas shall occupy an area not exceeding a ratio of one-half (1/2) acre per one hundred (100) dwelling units;
 - (c) Such convenience establishments will be located, designed, and operated to efficiently service the needs of persons residing in the planned unit development and not persons residing elsewhere;
 - (d) Such convenience establishments will not, by reason of location, construction, manner of hour of operation, signs, lighting, parking, traffic, or other characteristics, have adverse impacts on residential uses within or adjoining the PUD;
 - (e) Such convenience establishments shall not have building permits issued for their construction until at least one hundred (100) dwelling units are constructed within the PUD.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990.

17.38.060 Development standards.

In consideration of a planned unit development, the requirements of the city's development standards shall be observed unless modified by this section or as follows:

- (1) Site Adaption. To the maximum extent possible, the plan and design of the development shall assure the natural and/or unique features of the environment are preserved.
- (2) Lot Arrangement. All lots within the development shall have reasonable access to open space, recreational features, or service amenities. Care shall be taken to ensure adequate lot width for easements and building footprints in residential areas.

(3) Access. No individual lot street frontage is required when such lots are shown to have adequate access in a manner that is consistent with the purposes and objectives of this title.

(4) Setbacks:

(a) The minimum front and street side setbacks shall be twenty feet (20') for residential uses, except for middle housing development as regulated by the underlying base zone. No front or street side setbacks shall be required for other uses;

(b) The minimum side and rear setbacks shall be three feet (3');

(c) Setbacks for the perimeter of the planned unit development shall be the same as required for the underlying zoning district, except for middle housing development as regulated by the underlying base zone. When a lot line abuts a more restrictive zoning district, the setback of the more restrictive zoning district shall apply. Exceptions to this requirement may be granted pursuant to the conditional use review process for the planned unit development and subject to the following criteria:

(A) The size, shape, topography or allowed use of the adjoining property is such that impacts occurring to this property from setback infringement would be negligible, and

(B) The design of the planned unit development would be superior because of such a setback infringement, and

(C) The exception would be consistent with this title and the comprehensive plan.

(5) Community Services. The city may request dedication of proposed open space which is reasonably suited for use as a public park or other recreation or community purpose, taking into consideration such action as size, shape, topography, access, location, or other unique features.

(6) Building Height. Buildings shall not exceed a height of thirty-five feet (35') except as follows:

(a) Limits may be increased by one story if the building is provided with an approved automatic fire-extinguishing system throughout as provided in Section 507 of the Structural Specialty and Fire Life Safety Code edition of the current Uniform Building Code;

(b) Vertical projections such as chimneys, spires, domes, elevator shaft housings, towers, aerials, flagpoles and similar objects not used for human occupancy are not subject to building height limitations of this subsection.

(7) Open Space:

(a) All PUDs shall have a minimum of twenty percent (20%) of the gross site area retained in open space. Such open space shall include school access routes, bicycle trails, natural or landscaped buffer areas, covered bus stops, or recreational facilities;

(b) All improvements associated with the open space shall be constructed or guaranteed consistent with provisions of GMC Chapter 17.96 (improvement guarantees);

(c) Ownership of open space shall be in one of the following manners:

(A) A homeowners association in common for all owners within the development may be approved; membership shall be mandatory and in perpetuity and dissolution of such an association cannot occur without Planning Commission approval;

(B) Dedication of the open space to the city for management as public property may be approved by the Planning Commission and the City Council;

(C) Conservation easements may be approved when the Planning Commission determines such easements will protect the intent and purpose of this code and will be in the public interest.

(8) Off-street parking shall be required pursuant to GMC Chapter 17.48 (off-street parking and loading).
Additionally:

- (a) Parking may be provided on each lot or in designated parking areas close to the dwelling units they serve.
- (b) Guest parking may be required in consideration of street width, traffic volume, transit amenities, and pedestrian circulation;
- (c) Recreational vehicle parking may be required. If required, it shall be located so as to be compatible with the surrounding development, including adjacent properties.

(9) Density. Planned unit development shall be subject to the residential base densities and minimum densities per net acre identified in the underlying zoning district(s).

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990; Ord. 1289 §1, 2000; Ord. 1323 §1, 2002.

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

17.38.070 Submittal requirements.

In addition to complying with the submittal requirements of GMC Chapters 17.32 (subdivisions) and 17.70 (conditional uses), the applicant shall submit the following:

- (1) A statement of the general purpose of the project and an explanation of all features pertaining to uses and other pertinent matters not readily identifiable in map form.
- (2) A table showing:
 - (a) The total number of acres;
 - (b) The percent distribution by use;
 - (c) The percent of nonresidential uses, such as off-street parking, streets, parks, open space, recreational areas, commercial uses, industrial uses, public facilities, and any other appropriate delineations;
 - (d) The overall density of residential development, with a breakdown of density by dwelling types;
 - (e) The construction schedule for the phasing and timing of each portion of the development.
- (3) A draft of the proposed restrictive covenants, easements, and reservations of non-dedicated open space.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002.

17.38.080 Review and approval.

Review and approval of a planned unit development shall be subject to GMC Chapters 17.32 (subdivisions) and 17.70 (conditional uses). Approval of a planned unit development shall expire if a final plat consistent with the tentative plan is not submitted to the City Administrator or designee within one year of the date of the final decision unless a time extension is granted pursuant to GMC Section 17.70.040 (time limit on permit).

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002.

**CHAPTER
17.48 –**

**OFF-STREET
PARKING
AND
LOADING**

Chapter 17.48

OFF-STREET PARKING AND LOADING

Sections:

- 17.48.010 Applicability.
- 17.48.020 Single-family and two-family residential standards.
- 17.48.030 Standards for developments subject to design review.
- 17.48.040 Design requirements for permanent off-street parking and loading.
- 17.48.050 Bicycle parking standards.
- 17.48.060 Car pool and van pool parking.

17.48.010 Applicability.

Off-street parking and loading standards shall apply to all development permits.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990; Ord. 1289 §1, 2000.

17.48.020 Single-family household and middle housing two-family residential standards.

At the time of construction or substantial exterior improvement of a single-family-household dwelling or middle housing dwelling unit, a minimum of one off-street parking space per dwelling unit shall be provided. ~~At the time of construction or substantial exterior improvement of a two-family dwelling duplex, a minimum of one and one-half off-street parking spaces per dwelling unit shall be provided. The off-street parking space or spaces shall be located on the same lot as the dwelling.~~

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990; Ord. 1289 §1, 2000.

17.48.030 Standards for developments subject to design review.

At the time of construction, enlargement, or change of use of any structure or development subject to GMC Chapter 17.80 (Design Review), except as provided in the C-2 district, off-street parking spaces shall be provided as follows unless greater requirements are otherwise established under this title:

(1) Calculation of Parking Requirements.

(a) Square Footage as Basis for Requirement. Where square feet of the structure or use is specified as the basis for the parking requirement, the calculation shall be based on the gross leasable area (GLA).

(b) Number of Employees as Basis of Requirement. When the number of employees is specified as the basis for the parking space requirement, the calculation shall be based on the number of employees working on the premises during the largest shift at peak season.

(c) If more than one use occupies a single structure or lot, the total minimum and maximum parking requirements for the structure or lot shall be the sum of the requirements for all uses. Where it can be shown that the peak parking demands are actually less (i.e., the uses operate on different days or at different times of the day), the total requirements may be reduced accordingly to the use with highest minimum parking requirement.

(d) When calculation of a minimum or maximum parking requirement results in a fractional space requirement, such fraction shall be rounded down to the nearest whole number.

(e) Owners of two or more uses, structures or lots may agree to utilize jointly the same parking and loading spaces when the peak hours of operation do not substantially overlap. Satisfactory legal evidence shall be presented to establish the joint use. Shared parking spaces shall be included in the calculation of the minimum

parking requirement for each of the joint users. For the purpose of calculating the maximum permitted parking for each of the joint users, shared spaces shall be apportioned between the joint users.

(f) On-street parking may count towards fulfilling ~~up to one quarter of~~ the off-street parking requirements where on-street parking is allowed and the applicant can demonstrate that on-street parking is available. On-street parking must be available on the subject site's frontage in order to be credited towards the off-street parking requirement. On-street parking credited for a specific use may not be used exclusively by that use, but shall be available for general public use at all times. No signs or actions limiting general public use of on-street spaces is permitted.

(g) Parking spaces fulfilling the minimum off-street parking space requirement shall not be used for display or storage and shall not be rented, leased or assigned to any other person or organization, except as authorized under subsection (l)(e) of this section.

(h) Off-Site Parking. ~~Except for single family dwellings~~ For multi-household dwellings, the vehicle parking spaces required by this chapter may be located on another parcel of land, provided the parcel is within 500 feet walking distance of the use it serves. The distance from the parking area to the use shall be measured from the nearest parking space to a building entrance, following a sidewalk or other pedestrian route. The right to use the off-site parking must be evidenced by a recorded deed, lease, easement, or similar written instrument.

(2) Minimum and maximum permitted parking.

(a) The number of surface parking spaces provided at no charge for a particular use shall not be less than the minimum nor exceed the maximum parking ratios identified for that use in Table 1. Minimum parking ratios for those uses not identified in Table 1 (below) shall be determined by the Planning commission during design review.

(b) For purposes of the maximum parking ratios identified in Table 1 (below), Zone A shall include those areas where 20-minute peak hour transit service is provided within a one-quarter (1/4) mile walking distance for bus transit stops or stations or one-half (1/2) mile walking distance for high capacity transit stops or stations. Zone B shall include all other areas.

(c) The following types of parking spaces are exempt from the maximum parking ratios:

- (A) Parking spaces in parking structures;
- (B) Fleet parking spaces;
- (C) Parking spaces used to store vehicles that are for sale, lease or rent;
- (D) Employee carpool parking spaces that are clearly delineated with signs;
- (E) Dedicated valet parking spaces.

(d) Upon expansion of a nonconforming development or nonconforming use that does not comply with minimum or maximum parking ratios, additional parking spaces shall be provided as follows:

- (A) If the existing number of parking spaces is less than the minimum parking ratio in Table 1 (below), the number of additional parking spaces required shall be based only on the floor area or capacity added and not on the area or capacity existing prior to the expansion.
- (B) If the existing number of parking spaces exceeds the maximum parking ratio in Table 1 (below), additional parking spaces may only be provided if compliance with the maximum parking ratio will be met for the entire development or use following the expansion.

(e) Exceptions to the minimum and maximum parking ratios may be granted pursuant to GMC Section 17.80.090 (minor exception). Exceptions exceeding twenty-five percent (25%) of the requirement shall be subject to GMC Chapter 17.72 (variances).

| 17.48.030 Table 1 | | | | |
|---|--|---|---|---|
| MINIMUM AND MAXIMUM OFF-STREET PARKING REQUIREMENTS | | | | |
| USE | | MINIMUM REQUIRED | ZONE A MAX. ALLOWED | ZONE B MAX. ALLOWED |
| (1) RESIDENTIAL USES | | | | |
| (a) | Single-household Family Dwelling | 1 space | Not Applicable | Not Applicable |
| (b) | Duplex, Triplex, Quadplex, Townhouse, Cottage Two-Family or Multi-Family Dwelling | 1.5 spaces per dwelling unit | Min: None Max: None | Not Applicable |
| (c) | Multi-Family Dwelling | 1.5 spaces per dwelling unit | | Not Applicable |
| (cd) | Rooming-house or Boarding-house | Spaces equal to eighty percent (80%) of the number of guest accommodations plus one additional space for the owner or manager | Not Applicable | Not Applicable |
| (de) | Senior Housing Center | .5 spaces per residential suite | Not Applicable | Not Applicable |
| (2) COMMERCIAL RESIDENTIAL USES | | | | |
| (a) | Hotel or Motel | 1 space per guest room or suite plus 1 additional space for the owner or manager and 1 space per 2 employees | Not Applicable | Not Applicable |
| (3) INSTITUTIONAL USES | | | | |
| (a) | Welfare or Correctional Institution, Nursing Home or Homes for the Aged | 1 space per 10 beds for patients or inmates plus 1 space per 2 employees | Not Applicable | Not Applicable |
| (b) | Convalescent Hospital | 1 space per 4 beds | Not Applicable | Not Applicable |
| (c) | Hospital | 1.5 spaces per bed | Not Applicable | Not Applicable |
| (4) PLACES OF PUBLIC ASSEMBLY | | | | |
| (a) | Church | 1 space per 6 seats or 8 feet of bench length in the main auditorium or 75 square feet of floor area of a main auditorium not containing fixed seats | .6 space per seat or 1.33 feet of bench length in the main auditorium or 12.5 square feet of floor area of a main auditorium not containing fixed seats | .8 space per seat or 1.33 feet of bench length in the main auditorium or 12.5 square feet of floor area of a main auditorium not containing fixed seats |
| (b) | Library, Reading Room | 1 space per 400 square feet plus 1 space per 2 employees | Not Applicable | Not Applicable |
| (c) | Preschool, Nursery, Kindergarten, Day Care Center | 2 spaces per full-time staff person | Not Applicable | Not Applicable |
| (d) | Primary or Middle School | 1 space per classroom plus 1 space per administrative employee plus 1 space per 4 seats or 8 feet of bench length in the main auditorium or 75 square | Not Applicable | Not Applicable |

| 17.48.030 Table 1 | | | | |
|---|--|--|---|---|
| MINIMUM AND MAXIMUM OFF-STREET PARKING REQUIREMENTS | | | | |
| USE | | MINIMUM REQUIRED | ZONE A MAX. ALLOWED | ZONE B MAX. ALLOWED |
| | | feet of floor area of a main auditorium not containing fixed seats | | |
| (e) | High School, College or Commercial School for Adults | 1 space per classroom plus 1 space per administrative employee plus 1 space for each 6 students or 1 space per 4 seats or 8 feet of bench length in the main auditorium, whichever is greater | 1.5 spaces per classroom plus 1.5 spaces per administrative employee plus 1.5 spaces for each 6 students or 1.5 spaces per 4 seats or 8 feet of bench length in the main auditorium, whichever is greater | 1.5 spaces per classroom plus 1.5 spaces per administrative employee plus 1.5 spaces for each 6 students or 1.5 spaces per 4 seats or 8 feet of bench length in the main auditorium, whichever is greater |
| (f) | Non-School Auditorium, Meeting Room, Community or Senior Center | 1 space per 6 seats or 8 feet of bench length in an assembly room or 75 square feet of floor area of an assembly room not containing fixed seats, plus 1 space for each administrative employee, plus 1 space for each classroom for lounge, plus requirements for other uses included in the building | Not Applicable | Not Applicable |
| (5) COMMERCIAL AMUSEMENT | | | | |
| (a) | Stadium, Arena, Theater | 1 space per 4 seats or 8 feet of bench length | .4 space per seat or 2 feet of bench length | .5 space per seat or 2 feet of bench length |
| (b) | Bowling Alley | 3 spaces per alley | Not Applicable | Not Applicable |
| (c) | Dancehall | 1 space 100 square feet plus 1 space per 2 employees | Not Applicable | Not Applicable |
| (d) | Skating Rink | 1 space per 200 square feet plus 1 space per 2 employees | Not Applicable | Not Applicable |
| (e) | Sports Club/Recreation Facility | 4.3 spaces per 1,000 square feet | 5.4 spaces per 1,000 square feet | 6.5 spaces per 1,000 square feet |
| (f) | Tennis/Racquetball Court | 1 space per 1,000 square feet | 1.3 spaces per 1,000 square feet | 1.5 spaces per 1,000 square feet |
| (6) COMMERCIAL USE | | | | |
| (a) | Retail Store | 1 space per 300 square feet | 1 space per 196 square feet | 1 space per 161 square feet |
| (b) | Service or Repair Shop, Retail Store Handling Exclusively Bulky Merchandise Such as Automobiles or Furniture | 1 space per 600 square feet | 1 space per 294 square feet | 1 space per 161 square feet |
| (c) | Bank | 1 space per 300 square feet | 1 space per 185 square feet | 1 space per 154 square feet |
| (d) | Office | 1 space per 370 square feet | 1 space per 294 square feet | 1 space per 244 square feet |
| (e) | Medical, Dental Clinic | 1 space per 256 square feet | 1 space per 204 square feet | 1 space per 170 square feet |

| 17.48.030 Table 1 | | | | |
|---|--|--|----------------------------|----------------------------|
| MINIMUM AND MAXIMUM OFF-STREET PARKING REQUIREMENTS | | | | |
| USE | | MINIMUM REQUIRED | ZONE A MAX. ALLOWED | ZONE B MAX. ALLOWED |
| (f) | Eating or Drinking Establishment Except Fast Food Restaurant with Drive-Thru | 1 space per 300 square feet | 1 space per 52 square feet | 1 space per 44 square feet |
| (g) | Fast Food Restaurant with Drive-Thru | 1 space per 300 square feet | 1 space per 81 square feet | 1 space per 67 square feet |
| (h) | Mortuary | 1 space per 6 seats or 8 feet of bench length in chapels | Not Applicable | Not Applicable |
| (7) INDUSTRIAL USES | | | | |
| <i>(a) Manufacturing and Processing</i> | | | | |
| Less than 25,000 square feet | | 1 space per 600 square feet | Not Applicable | Not Applicable |
| Greater than or equal to 25,000 square feet and less than 50,000 square feet | | 1 space per 700 square feet | Not Applicable | Not Applicable |
| Greater than or equal to 50,000 square feet and less than 80,000 square feet | | 1 space per 800 square feet | Not Applicable | Not Applicable |
| Greater than or equal to 80,000 square feet and less than 200,000 square feet | | 1 space per 1,000 square feet | Not Applicable | Not Applicable |
| Greater than or equal to 200,000 square feet | | 1 space per 2,000 square feet | Not Applicable | Not Applicable |
| <i>(b) Warehousing and Distribution</i> | | | | |
| Less than 50,000 square feet | | 1 space per 2,000 square feet | Not Applicable | Not Applicable |
| Greater than or equal to 50,000 square feet and less than 150,000 square feet | | 1 space per 5,000 square feet | Not Applicable | Not Applicable |
| Greater than or equal to 150,000 square feet | | 1 space per 5,000 square feet | Not Applicable | Not Applicable |
| (c) | Rail and Trucking Terminal | 1 space per employee | Not Applicable | Not Applicable |
| (d) | Wholesale Establishment | 1 space per employee plus 1 space per 700 square feet of patron service area | Not Applicable | Not Applicable |

| 17.48.030 FIGURE 1 | |
|-------------------------------------|-------------|
| OFF-STREET PARKING DESIGN STANDARDS | |
| Parallel Parking | 45° Parking |
| Minimum Turning Radius | 60° Parking |
| | 90° Parking |

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990; Ord. 1269 §1, 1998; Ord. 1282 §1, 1998; Ord. 1298 §1, 2000; Ord. 1483 §2 (Exh. 5), 2017.

17.48.040 Design requirements for permanent off-street parking and loading.

All structures and developments subject to design review shall provide permanent off-street parking and loading as follows:

(1) Parking and Loading:

- (a) Parking and loading areas shall be paved with asphalt and/or concrete meeting city standards, maintained adequately for all weather use and so drained as to avoid flow of water across public sidewalks;
- (b) Off-street parking and loading areas shall be screened from abutting properties located in a residential zoning district unless such abutting properties are developed with nonresidential uses. Required screening shall be accomplished by building placement, a landscaped earth berm or a sight-obscuring fence or hedge. Required screening shall be a minimum of six feet high and shall not conflict with GMC Chapter 17.54 (clear vision).
- (c) Areas for standing and maneuvering vehicles, other than for the off-street parking and storage of truck tractors and/or semitrailers, shall be paved with an asphalt and/or concrete surface meeting city standards. The parking of truck tractors and/or semitrailers in off-street parking areas used exclusively for the parking and/or storage of said vehicles may be allowed utilizing a durable and dustless surface other than an asphalt and/or concrete surface. Such surface must be graded, compacted and surfaced in such a manner that it will adequately support these vehicles, including trailer standing gear, will not produce dust, will not produce tracking of mud or other materials onto adjoining streets or properties, and otherwise complies with other applicable provisions of this code.

(2) Parking:

- (a) Required parking spaces shall be located not further than 200 feet from the building or use they are required to serve, measured in a straight line from the building;
- (b) Required parking shall be provided in the same zoning district or a different zoning district of a more intensive use;
- (c) In no case shall required parking for a commercial or industrial use be provided in a residential district, except for approved conditional uses;
- (d) Groups of more than four parking spaces shall be permanently marked and so located and served by driveways that their use will require no backing movements or other maneuvering within a street right-of-way other than an alley;
- (e) Parking spaces along the outer boundaries of a parking lot shall be contained by a curb at least four inches high and setback a minimum of five feet from the property line. A bumper rail may be substituted for a curb;
- (f) Off-street parking and loading areas, including parking spaces and access aisles, shall meet or exceed the minimum dimensional standards identified in Tables 2 and 3 and Figure 1 (of this chapter). Access aisles shall be of sufficient width for all vehicular turning and maneuvering;
- (g) Up to 50 percent of required parking spaces may be provided for compact cars;
- (h) Parking areas shall be designed, to the maximum extent practicable, to avoid large, uninterrupted rows of parking spaces.

(3) Loading:

- (a) A driveway designed for continuous forward flow of passenger vehicles for the purpose of loading and unloading passengers shall be located on the site of any school having a capacity greater than 25 students;

(b) Buildings or structures to be built or substantially altered which receive and distribute material or merchandise by truck shall provide and maintain off-street loading berths in sufficient numbers and size to adequately handle the needs of the particular use. If loading space has been provided in connection with an existing use or is added to an existing use, the loading space shall not be eliminated if elimination would result in less space than is required to adequately handle the needs of the particular use;

(c) Off-street parking areas used to fulfill the requirements of this section shall not be used for loading and unloading operations except during periods of the day when not required to take care of parking needs;

(d) Loading facilities shall be located at least 20 feet from residential property. Loading spaces shall be located on the site and directly accessible to the main structure.

| 17.48.040 Table | | | |
|-------------------------------------|-------------|-------------|-------------|
| STANDARD PARKING DIMENSIONS IN FEET | | | |
| Parking Angle | Stall Width | Stall Depth | Aisle Width |
| 45° | 9.5' | 18.0' | 14.0' |
| 60° | 9.5' | 18.0' | 16.0' |
| 90° | 9.5' | 18.0' | 24.0' |

| 17.48.040 Table | | | |
|------------------------------------|-------------|-------------|-------------|
| COMPACT PARKING DIMENSIONS IN FEET | | | |
| Parking Angle | Stall Width | Stall Depth | Aisle Width |
| 45° | 8.5' | 16.0' | 14.0' |
| 60° | 8.5' | 16.0' | 16.0' |
| 90° | 8.5' | 16.0' | 24.0' |

(e) Exceptions and Adjustments. Loading areas within a street right-of-way in areas zoned mixed-use commercial in the C-2 zoning district may be approved when all of the following conditions are met:

(A) Loading areas must be signed to limit the duration of the activity, which may not exceed one hour for each loading operation.

(B) Proposed loading areas must support a use that requires infrequent loading activity. Infrequent loading activity is defined as less than three operations that occur daily between 5:00 a.m. and 12:00 a.m., or all operations that occur between 12:00 a.m. and 5:00 a.m. at a location that is not adjacent to a residential zone.

(C) The proposed loading area:

(i) Does not unreasonably obstruct traffic;

(ii) Will be limited to one loading activity at a time;

(iii) Notwithstanding Portland Avenue, does not obstruct a primary emergency response route; and

- (iv) Is acceptable to the applicable roadway authority.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990; Ord. 1298 §1, 2000; Ord. 1483 §2 (Exh. 5), 2017.

17.48.050 Bicycle parking standards.

(1) General Provisions.

(a) Applicability. Standards for bicycle parking apply to full-site design review of new construction for multi-family residential (four units and larger) and new commercial/industrial developments. The Planning Commission may grant exemptions to bicycle parking requirements in connection with temporary uses or uses that are not likely to generate the need for bicycle parking.

(b) Types of Spaces. Bicycle parking facilities shall be provided in terms of short-term bicycle parking and long-term bicycle parking. Short-term bicycle parking is intended to encourage customers and other visitors to use bicycles by providing a convenient and readily accessible place to park bicycles. Long-term bicycle parking provides a weather-protected place to park bicycles for employees, students, residents, commuters, and others who generally stay at a site for at least several hours.

(c) Minimum Number of Spaces. All developments required to comply with this section shall provide a minimum five percent bicycle parking spaces based on the city's required minimum number of automobile parking spaces. In addition, the following applies:

(A) All development shall have a minimum two short-term bicycle parking spaces; and

(B) If more than seven bicycle parking spaces are required, at least 50 percent of the spaces shall be provided as long-term bicycle parking.

(C) Notwithstanding subsection (1)(a)(A) of this section, 100 percent of all bicycle parking spaces for multi-family development of four units and more shall be provided as long-term bicycle parking.

(2) Location and Design.

(a) Short-Term Bicycle Parking. Short-term bicycle parking facilities are lockers or racks that meet the standards of this section and that are located inside a building, or located outside within 30 feet of the main entrance to the building or at least as close as the nearest vehicle parking space, whichever is closer;

(b) Long-Term Bicycle Parking. Long-term bicycle parking includes:

(A) Racks, storage rooms, or lockers in areas that are secure or monitored (e.g., visible to employees or customers or monitored by security).

(B) Covered outside bicycle parking spaces that meet the requirements of subsection (2)(g) of this section and are located within 100 feet of an entrance to the building;

(c) Signs. If the bicycle parking is not visible from the street or main building entrance, then a sign conforming to the city's standards for on-site traffic control, GMC Section 17.52.060(1), shall be posted indicating the location of the parking facilities;

(d) Rack Type and Dimensions.

(A) Bicycle racks must hold bicycles securely by the frame and be securely anchored;

(B) Bicycle racks must accommodate:

(i) Locking the frame and one wheel to the rack with a high-security U-shaped shackle lock, or approved substitute; or

- (ii) Locking the frame and both wheels to the rack with a chain or cable not longer than six feet;
- (C) The Planning Commission may approve alternate bicycle racks provided they are convenient and secure;
- (e) Bicycle parking spaces must be at least six feet long and two feet wide. An aisle five feet wide for bicycle maneuvering must be provided;
- (f) Areas set aside for required bicycle parking must be clearly marked and reserved for bicycle parking only;
- (g) Covered Parking (Weather Protection).
 - (A) When required, covered bicycle parking shall be provided in one of the following ways: inside buildings, under roof overhangs or awnings, in bicycle lockers, or within or under other structures.
 - (B) Where required covered bicycle parking is not proposed to be located within a building or locker, the cover must be permanent and designed to protect the bicycle from rainfall and provide seven-foot minimum overhead clearance.
 - (C) Where required bicycle parking is provided in lockers, the lockers shall be securely anchored.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1175 §3 (A), 1993; Ord. 1483 §2 (Exh. 5), 2017.

17.48.060 Car pool and van pool parking.

New industrial, institutional and office developments requiring full site design review, including government offices, with 50 or more employee parking spaces, shall designate at least 10 percent of the parking spaces for car pool or van pool parking. The car pool/van pool spaces shall be clearly marked “reserved – car pool/van pool only.”

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1175 §3 (B), 1993.

CHAPTER 17.62.070

MOBILE HOME PARK

17.62.070 Mobile home park.

Mobile home parks shall meet the requirements of Chapter 446, Oregon Revised Statutes, and the Rules and Regulations Governing the Construction and Sanitary Operation of Travelers' Accommodations and Trailer Parks adopted by the Oregon State Board of Health. In addition, the following minimum standards shall apply:

(1) Parking Space Requirement. A parking space shall be provided for each mobile home space on the site. In addition, guest parking spaces shall be provided in every mobile home park within two hundred feet (200') of the mobile home spaces served and at a ratio of one parking space for each two (2) mobile home spaces. Parking spaces shall have durable and dustless surfaces adequately maintained for all-weather use and shall be properly drained.

(2) Fencing and Landscaping. A sight-obscuring fence or hedge not more than six feet (6') high shall enclose the mobile home park except at points of ingress and egress. A built-up fence, as distinguished from a hedge, shall be so located as to conform to front and side yard requirements of the zoning district and suitable landscaping shall be provided in the required yard.

(3) Density Standards:

(a) Maximum density shall be ten (10) units per net acre;

(b) Minimum density shall be eight (8) units per net acre.

(4) Yard Requirements. Front yard from abutting street shall be at least twenty-five feet (25') but no closer than fifty feet (50') from the center of the road. Side and rear yards shall be at least thirty feet (30') from any interior property line abutting property zoned R-7.2. Side and rear yard shall be at least ten feet (10') from any interior property line. ~~Mobile homes situated in one space shall be separated by at least ten feet (10') from mobile homes in an adjoining space. Each mobile home park shall be divided into spaces for each dwelling unit and each space shall have a minimum side and rear yard of five feet (5') from an adjoining space.~~

(5) Recreation Area. A minimum of four thousand (4,000) square feet of recreation area shall be provided for each gross acre of land in the proposed mobile home park. The recreation area may be in one or more locations in the park. At least one recreation area shall have a minimum size of ten thousand (10,000) square feet. The recreational site or sites are to be of a size and shape adequate for the intended use and location shall be convenient to all mobile home sites in the park.

(6) Area. The minimum area of a mobile home park shall be one (1) acre.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990; Ord. 1289 §1, 2000.

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

CHAPTER 17.76 EXCEPTIONS

Chapter 17.76

EXCEPTIONS

Sections:

- 17.76.010 Exceptions—Generally.
- 17.76.020 Nonconforming uses and nonconforming developments.
- 17.76.030 Lot size requirements.
- 17.76.040 Setback requirements.

17.76.010 Exceptions—Generally.

Exceptions to the requirements of this title may be granted under the provisions of this chapter.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002.

17.76.020 Nonconforming uses and nonconforming developments.

(1) Continuance of a Nonconforming Use or a Nonconforming Development: Alteration of a Nonconforming Development. Except as provided herein, a nonconforming use may be continued but may not be altered or extended. The extension of a nonconforming use to a portion of a development which was arranged or designed for the nonconforming use at the time of passage of the ordinance codified in this title is not an enlargement or expansion of a nonconforming use. A nonconforming development which conforms with respect to use may be altered or extended provided the alteration or extension conforms to the standards of this title.

(2) Discontinuance of a Nonconforming Use. If a nonconforming use is discontinued for a period of one (1) year, further use of the property shall conform to this title.

(3) Maintenance. Normal maintenance of structures and premises that are part of a nonconforming use shall be permitted provided there are no significant use or structural alterations. Normal maintenance may include painting, roofing, siding, interior remodeling, electrical work, plumbing work, re-paving of access roads and parking/loading areas, replacement of landscaping elements or other similar tasks. Normal maintenance does not include increasing the number of dwelling units, constructing new structures or constructing additions to existing structures except to the extent that an addition is necessary to render a structure accessible to the disabled.

(4) Alterations Required by Law. Alteration of a nonconforming use shall be permitted when necessary to comply with any lawful requirement for alteration of the use or structures and premises associated with the use. Such alteration shall be subject to building, plumbing, electrical and other permit requirements in effect at the time the alteration is begun.

(5) Alterations Not Required by Law. A nonconforming use may be altered, expanded or changed to another nonconforming use pursuant to GMC Division VII (administrative procedures) and subject to the following criteria:

(a) The alteration, expansion or change of use will, after the imposition of conditions as authorized below, have no greater adverse impact on the neighborhood than the existing use. At a minimum, factors that shall be considered under this criterion include traffic generation, noise, vibration, smoke, dust, fumes, glare and visual compatibility with surrounding uses;

(b) Conditions of approval may be imposed on any alteration, expansion or change of use when deemed necessary to ensure the mitigation of any adverse impacts of such alteration, expansion or change of use. These conditions may include, but are not limited to, the following:

(A) Limiting the hours, days, place and manner of operation;

(B) Requiring design features that minimize environmental impacts such as noise, vibration, smoke, dust, fumes and glare;

- (C) Requiring increased setbacks, lot area, lot depth and lot width;
- (D) Limiting the building height, size, lot coverage and location on the site;
- (E) Designating the size, number, location and design of vehicle access points;
- (F) Requiring street right-of-way to be dedicated and streets to be improved;
- (G) Requiring landscaping, screening, drainage and surfacing of parking and loading areas;
- (H) Limiting the number, size, location, height and lighting of signs;
- (I) Regulating the location and intensity of outdoor lighting; and
- (J) Requiring a sight-obscuring fence or hedge to screen the nonconforming use from adjacent or nearby property.

(6) Destruction of a Nonconforming Use or a Nonconforming Development. If a nonconforming use or a nonconforming development is destroyed by any cause to an extent exceeding seventy-five percent (75%) of its fair market value as indicated by the records of the Clackamas County Assessor, a future use or development on the site shall conform to the requirements of this title. Nonconforming single-~~family household and multi-household~~ dwellings shall not be deemed nonconforming for the purpose of this subsection and may be replaced regardless of the extent of destruction provided the development is within the same structure footprint and that replacement commences within one (1) year of destruction. ~~Nonconforming two-family dwellings in the R-5 zoning district shall not be deemed nonconforming for the purpose of this subsection and may be replaced regardless of the extent of destruction provided that the number of stories and the area of the structure footprint of a replacement two-family dwelling shall not exceed those of the two-family dwelling being replaced and provided that replacement commences within one (1) year of destruction.~~

(7) Plans Otherwise Approved. Nothing contained in this chapter shall require any change in the plans, construction, alteration or designated use of a structure for which a building permit has been approved by the city and issued by Clackamas County and for which construction has commenced prior to the adoption of the ordinance codified in this title provided that the structure, if nonconforming or intended for a nonconforming use, is completed and in use within one year of the date the building permit is issued.

(8) Residential Uses. Nonconforming single-~~family household~~ dwellings, nonconforming two-~~household family~~ and multi-~~household family~~ dwellings in commercial and industrial zoning districts and nonconforming two-~~family household~~ dwellings in the R-5 zoning district shall not be deemed nonconforming for the purpose of expansion, remodeling or alteration for residential use or for residential accessory uses provided that there is no increase in the number of dwelling units other than the addition of an accessory dwelling unit when otherwise permitted by this title. The number of stories and the area of the structure footprint of a two-~~family household~~ dwelling in the R-5 zoning district shall not be increased. .

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990; Ord. 1171 §1 (G), 1993; Ord. 1267 §1, 1998; Ord. 1291 §1, 2000; Ord. 1323 §1, 2002; Ord. 1374 §2, 2006.

17.76.030 Lot size requirements.

A lot of record that has an area less than the minimum lot area standard of the zoning district in which it is located may be developed with a use allowed in the zoning district. ~~In~~, except that in a zoning district where dwellings are an allowed use, residential development shall be limited to one (1) single-~~family household~~ dwelling. Development on an undersized lot of record shall comply with other applicable standards of this title.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002. Ord. 1374, 2006.

17.76.040 Setback requirements.

The following exceptions to setback requirements may be authorized for a lot in any zoning district:

(1) Average of Adjacent Front Setbacks. If there are buildings on both abutting lots which are within one hundred feet (100') of the intervening lot, and the buildings have front setbacks of less than the minimum for the zoning district, the front setback for the intervening lot need not exceed the average front setback of the abutting lots or ten feet (10'), whichever is greater. However, in all cases the minimum front setback requirement of the zoning district shall be maintained for a garage or carport if the garage vehicle entrance or an open side of the carport faces the front lot line.

(2) Related to Abutting Front Setbacks. If there is a building on one (1) abutting lot which is within one hundred feet (100') of the lot, and this building has a front setback of less than the minimum for the zoning district, the front setback for the lot need not exceed the average of the front setback of the abutting lot and the minimum front setback for the zoning district, or ten feet (10'), whichever is greater. However, in all cases the minimum front setback requirement of the underlying zoning district shall be maintained for a garage or carport if the garage vehicle entrance or an open side of the carport faces the front lot line.

(3) Corner Lots with Frontage on a Private Street. Where a corner lot has frontage on a public street and also has frontage on a private street from which it does not receive vehicular access, the lot line abutting the private street shall be considered a side lot line for the purpose of determining the minimum setback requirement.

(4) Front Setbacks from Private Streets or Flag Lot Accesses. Where the front lot line of a lot in an R-5 or R-7.2 zoning district abuts a private street or the narrow deeded strip of land or easement providing access to a flag lot, the front setback may be reduced to ten feet (10'). However, if a garage vehicle entrance or an open side of a carport faces the front lot line, a minimum setback of twenty feet (20') shall be maintained between the garage or carport and the interior edge of the private street or flag lot access drive.

(5) Flag Lots. For the purpose of determining the minimum setback requirements for a flag lot, the designation of front, rear and side property lines may be modified to allow flexibility in the placement of structures when one or both of the following conditions apply:

(a) It is not possible to extend the narrow deeded strip of land or easement providing access to the flag lot to serve additional lots due to physical conditions such as topography or existing development; or

(b) It is not necessary to extend the narrow deeded strip of land or easement providing access to the flag lot to serve additional lots because the subject property and adjacent property are fully developed or have adequate alternative access from existing streets.

(6) Fences and walls. There shall be no minimum setback requirements for fences and walls. Compliance with GMC Chapter 17.54 (clear vision) shall be required.

(7) Through lots. In the case of a through lot, either of the lot lines separating the lot from a street other than an alley may be designated by the property owner as the front lot line with the other such lot line designated as a rear lot line. However, in a residential zoning district, a minimum setback of twenty feet (20') shall be maintained between a garage vehicle entrance or an open side of a carport and a street.

Statutory Reference: ORS Ch. 197 and 227

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

Chapter 17.80
DESIGN REVIEW*

Sections:

- 17.80.011 Objectives.
- 17.80.021 Applicability.
- 17.80.061 Submittal requirements.
- 17.80.080 Maintenance.
- 17.80.090 Minor exceptions.
- 17.80.100 Compliance.

* Prior history:

- 17.80.010 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1254 §1, 1998.
- 17.80.020 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1254 §1, 1998.
- 17.80.020 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1254 §1, 1998.
- 17.80.030 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1254 §1, 1998.
- 17.80.031 **History:** Ord. 1254 §2, 1998; Repealed by Ord. 1323 §1, 2002.
- 17.80.040 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1254 §1, 1998.
- 17.80.041 **History:** Ord. 1254 §2, 1998; Repealed by Ord. 1323 §1, 2002.
- 17.80.050 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1254 §1, 1998.
- 17.80.051 **History:** Ord. 1254 §2, 1998; Repealed by Ord. 1323 §1, 2002.
- 17.80.070 **History:** Ord. 1254 §2, 1998; Repealed by Ord. 1323 §1, 2002.

17.80.011 Objectives.

The following objectives of the regulations in this chapter are as follows:

- (1) To preserve the natural environment and protect and enhance the visual character of the city, and to ensure compliance with the goals, objectives and policies of the Gladstone Comprehensive Plan, zoning and subdivision ordinances.
- (2) To encourage orderly development and to assure that structures, signs and other improvements are appropriately related to their site, and to surrounding sites and structures. Due regard shall be given to the aesthetic qualities of the terrain and landscaping, and proper attention given to exterior appearance of structures, signs, energy conservation and other improvements.
- (3) To ensure significant site development will be compatible with land use on adjacent properties.
- (4) To protect neighboring owners and users by assuring that reasonable provisions have been made for such matters as surface water drainage, the preservation of views, light, air and solar access and those effects on neighboring land uses.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1254 §2, 1998.

17.80.021 Applicability.

(1) This chapter shall apply to new structures; additions to existing structures; site development, such as grading, parking lot construction or commercial/industrial use of an undeveloped property; change of use; and major remodeling, with the following exceptions:

- (a) Single-~~family Household~~ dwellings, Middle Housing, and their allowed accessory uses;
- ~~(b) Duplexes, and their allowed accessory uses in the R-7.2, and R-5, and MR zoning districts;~~
- ~~(eb)~~ Utility lines and equipment cabinets, not including towers or substations, provided such equipment cabinets are no greater than one hundred twenty (120) square feet in area and ten feet (10') in height;
- ~~(ec)~~ Fences unless associated with a primary, accessory or conditional use in the Office Park District or unless design review is required to grant an exception to the maximum fence height standard of the zoning district;
- ~~(ed)~~ Fabric-covered awnings;
- ~~(fe)~~ Playground equipment;
- ~~(gf)~~ Grading that does not require a permit under the Clackamas County Excavation and Grading Code;
- ~~(hg)~~ Signs reviewed by the City Administrator or designee pursuant to GMC Chapter 17.52 (signs);
- ~~(ih)~~ Vehicular or pedestrian right-of-way improvements provided such improvements are not associated with additional development that is subject to design review;
- ~~(ji)~~ Changes of use where:
 - (A) The proposed change is not from a residential, commercial/industrial or institutional use to a use in a different one of these categories;
 - (B) The new use is not required by this title to have a greater number of off-street parking spaces than the previous use or at least the minimum number of off-street parking spaces required by this title for the new use currently exists. However, where applicable parking requirements are not identified in Table 1 of GMC Section 17.48.030 (standards for developments subject to design review) or where on-street parking is proposed to fulfill a portion of the minimum off-street parking requirement, design review shall be required;
- ~~(kj)~~ Normal maintenance of structures and premises provided there are no significant use or structural alterations. Normal maintenance may include painting, roofing, siding, interior remodeling, electrical work, plumbing work, re-paving of access roads and parking/loading areas, replacement of landscaping elements or other similar tasks. Normal maintenance does not include increasing the number of dwelling units, constructing new structures or constructing additions to existing structures except to the extent that an addition is necessary to render a structure accessible to the disabled. Normal maintenance performed shall be consistent with previous design review approvals for the site.

(2) If a design review application is required, no building, sign, grading or blasting permit shall be issued until design review approval has been granted.

(3) An application for design review shall be reviewed pursuant to GMC Division VII (administrative procedures) and shall be reviewed for compliance with standards of the underlying zoning district and GMC Division IV (development standards).

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1254 §2, 1998; Ord. 1289 §1, 2000; Ord. 1323§1, 2002.

17.80.061 Submittal requirements.

(1) An application for design review shall include a minimum of twelve (12) copies of the following plans drawn to scale. A project summary shall accompany the application when necessary to describe special circumstances such as a request for a minor exception pursuant to GMC Section 17.80.090 (minor exceptions).

(a) Vicinity Map: The vicinity map shall show the location of the subject property relative to well-known landmarks in all directions and shall be at least four inches (4") by four inches (4") in size.

(b) Site Plan: The site plan shall include the following:

(A) The applicant's entire property and the surrounding area to a distance sufficient to determine the relationship between the applicant's property and proposed development and adjacent property and development;

(B) Lot lines, dimensions and area of the subject property;

(C) Complete names, addresses and telephone numbers of the property owner, applicant and project designer;

(D) Natural features including, but not limited to, individual trees greater than six inches (6") in diameter at five feet (5') above the ground (identify the species), wooded areas, wildlife habitat areas, streams and stream corridors, marsh and wetland areas, underground springs, surface features such as earth mounds and large rock outcroppings, significant views, natural drainage on the subject property and adjacent properties, areas of special flood hazard and potential geologic hazards such as areas of mass movement and soil hazards. Identify proposed alterations to natural features;

(E) Location, dimensions and names of all proposed rights-of-way and all existing rights-of-way within or adjacent to the subject property. Include proposed new curbs and sidewalks. Include existing curbs and sidewalks where necessary to show a connection to new curbs and sidewalks;

(F) Location and dimensions of existing and proposed easements, to which property they are conveyed and for what purpose(s). Include easements on the subject property and off-site easements conveyed to the subject property;

(G) Identification of existing uses of the subject property, including the location and exterior dimensions of existing structures. Identify whether existing structures will remain on the property or be removed;

(H) Location of proposed and existing utilities on the subject property and the location of adjacent off-site utilities to which on-site utilities will connect. Include water, sanitary sewer, storm drainage, gas, electric (including power poles) and other utilities;

(I) Location and exterior dimensions of all proposed structures;

(J) Relation of the subject property to nearby transit stops;

(K) Location and dimensions of individual parking spaces, parking lot access aisles, driveways and pedestrian and bicycle circulation;

(L) Lighting (include type);

(M) Service areas for trash disposal, recycling, loading and delivery and bicycle parking;

(N) Location of potential noise sources in the proposed development;

(O) Information about significant climatic variables including, but not limited to, solar potential, wind direction and wind velocity.

(c) Grading Plan: The preliminary grading plan shall indicate where and to what extent grading will occur and shall include approximate proposed contour lines, slope ratios, slope stabilization proposals and natural resources protection proposals. Existing contour lines shall also be shown. Proposed and existing contour lines shall be shown at maximum intervals of two feet (2') for slopes less than ten percent (10%), five feet (5') for slopes between ten (10) and twenty percent (20%) and ten feet (10') for slopes exceeding twenty percent (20%). A slope analysis shall be provided showing portions of the site according to the following slope ranges: less than ten percent (10%), ten (10) to less than twenty percent (20%), twenty (20) to less than thirty-five percent (35%), thirty five percent (35%) to less than fifty percent (50%) and fifty percent (50%) or greater. Approximate area calculations shall be provided for each of these slope ranges.

(d) Architectural Drawings:

(A) Building elevations and sections;

(B) Building materials, including color and type;

(C) Sufficient architectural details pertaining to exterior building materials, including samples and views from roads and other properties, as determined by the City Administrator or designee, to assure compliance with 17.44.020(4);

(D) Floor plans.

(e) Landscape Plan: The landscape plan shall be at the same scale as the site plan and shall include:

(A) Lot lines and adjacent rights-of-way;

(B) Proposed structures and existing structures to remain;

(C) Parking and loading areas and driveways;

(D) Locations of proposed plants and existing plants to remain, keyed to a legend identifying botanical names, common names, sizes at planting and numbers;

(E) Description of soil conditions and plans for soil treatment such as stockpiling of topsoil. Include plant selection requirements relating to soil conditions;

(F) Erosion controls, including plant materials and soil stabilization, if any;

(G) Irrigation systems;

(H) Landscape-related structures such as fences, terraces, decks, patios, shelters, play areas, etc.;

(I) Boundaries of open space, recreation or reserved areas to remain, access to open space and any alterations proposed;

(J) Locations of pedestrian and bikeway circulation within landscaped areas;

(K) Method of planting and maintenance.

(f) Signs:

(A) Freestanding signs:

(i) Location on-site plan;

(ii) Elevation drawing (indicate size, total height, height between bottom of sign and ground, color, materials and means of illumination).

(B) On-building signs:

- (i) Building elevation with location of sign (indicate size, color, materials and means of illumination);
 - (ii) Site plan showing location of on-building sign in relation to adjoining property.
- (2) A transportation impact analysis shall be submitted if deemed necessary by the City Administrator or designee to assess the impacts of the proposed development.
- (3) The City Administrator or designee may waive any submittal requirements of this chapter if they are deemed not necessary or not applicable due to the scale or nature of the development proposal.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1254 §2 (pan), 1998, Ord. 1395 2007.

17.80.080 Maintenance.

All approved on-site improvements shall be the ongoing responsibility of the property owner or occupant.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1254 §2, 1998.

17.80.090 Minor Exceptions.

(1) Authority. In conjunction with the design review plan approval, the Planning Commission may grant minor exceptions from the following requirements:

- (a) Dimensional standards for yards required in the primary district;
 - (b) Dimensional standards for off-street parking as required in GMC Chapter 17.48 (Off-Street Parking and Loading);
 - (c) Minimum and maximum number of off-street parking spaces required in GMC Chapter 17.48 (Off-Street Parking and Loading).
- (2) Limitations. No minor exceptions shall be greater than twenty-five percent (25%) of the requirement from which the exception is requested. Requests greater than twenty-five percent (25%) shall be subject to variance procedures.
- (a) In the case of a minor yard exception for landscaping, the Planning Commission shall find that approval will result in:
 - (i) More efficient use of the site;
 - (ii) Preservation of natural features, where appropriate;
 - (iii) Adequate provision of light, air and privacy to adjoining properties;
 - (iv) Energy conservation; and
 - (v) Adequate emergency access.
 - (b) In the case of a minor exception to the dimensional standards for off-street parking spaces or the minimum required number of off-street parking spaces, the Planning Commission shall find that approval will provide adequate off-street parking in relation to user demands. The following factors may be considered in granting such an exception:
 - (i) Special characteristics of users which indicate low demand for off-street parking (e.g. low income, elderly);
 - (ii) Opportunities for joint use of nearby off-street parking facilities;

- (iii) Availability of public transit; and
 - (iv) Natural features of the site (topography, vegetation and drainage) which would be adversely affected by application of required parking standards.
- (c) In the case of a minor exception to the maximum allowed number of off-street parking spaces, the Planning Commission shall find that approval will not result in excessive off-street parking relative to the user demand. The following factors shall be considered in granting such an exception:
- (i) Special characteristics of users that indicate high demand for off-street parking. Characteristics generally attributable to the use classification upon which the maximum parking ratio is based shall not be considered “special characteristics” for purposes of this provision.
 - (ii) Lack of sufficient available on-street parking, public off-street parking or shared parking within one-quarter (1/4) mile walking distance of the subject site.
 - (iii) A study of parking demand, submitted by the applicant, for a use substantially similar to the one proposed.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1254 §2, 1998; Ord. 1289 §1, 2000.

17.80.100 Compliance.

(1) Approval of design review shall expire if construction has not begun within two years of the date of the final decision. Upon request and in accordance with GMC Section 17.66.015(4)(a), the two-year period may be renewed once by the City Administrator or designee for not more than one year.

(2) Prior to issuance of a final certificate of occupancy, the development site shall be checked by the City Administrator or designee to insure compliance with the approved design review plans. Approval of a final certificate of occupancy shall not be granted until all conditions of design review approval are met.

(3) Any departure from the approved design review plans may be cause for revocation of the building permit or denial of a final certificate of occupancy. Any changes in the approved design review plans shall be submitted to the City Administrator or designee for review and approval prior to execution. Changes to the substance of an approval or the substance of conditions of approval shall require the submittal of a new design review application.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1254 §2, 1998; Ord. 1323 §1, 2002; Ord. 1498 §1 (Exh. A), 2019.

EXHIBIT “C”

CHAPTER 17.06

DEFINITIONS

Chapter 17.06 DEFINITIONS*

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- 17.06.013 Accessory dwelling unit.
- 17.06.015 Accessory use or accessory structure.
- 17.06.020 Alley.
- 17.06.035 Automobile service station.
- 17.06.040 Automobile storage or repair garages.
- 17.06.045 Boarding house, lodging house or rooming house.
- 17.06.050 Building.
- 17.06.055 Building height.
- 17.06.060 Building line, front.
- 17.06.065 Building official.
- 17.06.070 Carport.
- 17.06.075 Cattery.
- 17.06.080 Change of use for purposes of the greenway zone only.
- 17.06.085 Chapter.
- 17.06.090 City.
- 17.06.095 City Council.
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- 17.06.115 Day care center.
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- 17.06.130 Drinking establishment.
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- 17.06.141 Dwelling, multi-household.
- 17.06.142 Dwelling, single household.
- 17.06.143 Dwelling, two-household or "Duplex".
- 17.06.140 Dwelling unit.
- 17.06.144 Dwelling, three-household or "Triplex".
- 17.06.145 Dwelling, four-household or "Quadplex".
- 17.06.146 Townhouse.
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- 17.06.148 Cottage Cluster.
- 17.06.149 Middle Housing.
- 17.06.160 Easement.
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17.06.235 Intensification of use for purposes of the greenway zone.
17.06.240 Kennel.
17.06.245 Landscaping.
17.06.247 Land use decision.
17.06.250 Livestock.
17.06.255 Loading space.
17.06.260 Lot.
17.06.265 Lot area.
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17.06.275 Lot coverage.
17.06.280 Lot depth.
17.06.282 Lot, flag.
17.06.285 Lot line.
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17.06.295 Lot line, rear.
17.06.300 Lot line, side.
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17.06.305 Lot of record.
17.06.310 Lot, through.
17.06.315 Lot width.
17.06.325 Major remodeling.
17.06.328 Manufactured dwelling.
17.06.336 Mini-storage.
17.06.338 Mixed use development.
17.06.340 Mobile home.
17.06.345 Mobile home court or mobile home park.
17.06.350 Model unit real estate office.
17.06.355 Motel.
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17.06.370 Nonconforming use.
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17.06.400 Partition land.
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17.06.420 Primary zoning district.
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17.06.450 Residential planned unit development
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17.06.460 Right-of-way.
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17.06.470 Seasonal.

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 17.06.551 Vacation rental.
 17.06.553 Vacation occupancy.
 17.06.555 Vegetation.
 17.06.560 Vehicle.

* Prior history:

17.06.025 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1323 §1, 2002.
 17.06.030 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1323 §1, 2002.
 17.06.110 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1323 § 1, 2002.
 17.06.185 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1334, 2004.
 17.06.190 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1334, 2004.
 17.06.320 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1171 §1(K), 1993.
 17.06.330 **History:** Ord. 1131 §2, 1990; Ord.1179 §11(B), 1993; Repealed by Ord. 1323 §1, 2002.
 17.06.335 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1171 §1(L), 1993.
 17.06.425 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1323§1, 2002.
 17.06.490 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1323§1, 2002.
 17.06.495 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1323 §1, 2002.
 17.06.502 **History:** Ord. 1161 §1, 1992; Renumbered to §17.06.504 by Ord. 1323 §1, 2002.

17.06.505 **History:** Ord. 1131 §2, 1990; Renumbered to §17.06.507 by Ord. 1323 §1, 2002.

17.06.565 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1323 §1, 2002.

17.06.570 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1323 §1, 2002.

17.06.575 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1323 §1, 2002.

17.06.580 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1323 §1, 2002.

17.06.585 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1323 §1, 2002.

17.06.005 Generally.

The words and phrases used in Title 17 shall have the meanings set out in Chapter 17.06 (definitions) unless the context otherwise requires.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.010 Access.

“Access” means the right to cross between public and private property allowing pedestrians and vehicles to enter and leave property.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.013 Accessory dwelling unit.

“Accessory dwelling unit” means an additional, smaller, subordinate dwelling unit located on the same lot as a detached or attached single-household dwelling or multi-household dwelling. An accessory dwelling may be created as a detached structure or within, or as an addition to, a detached single-household dwelling or accessory structure.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1289, 2000

17.06.015 Accessory use or accessory structure.

“Accessory use” or “accessory structure” means a use or structure incidental and subordinate to the main use of the property and located on the same lot as the main use.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.020 Alley.

“Alley” means a street which affords only a secondary means of access to the property.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.035 Automobile service station.

“Automobile service station” means a retail place of business engaged primarily in the sale of motor fuels, but also supplying goods and services required in the operation and maintenance of automotive vehicles. These may include petroleum products, tires, batteries, automotive accessories and replacement items, washing and lubrication services, or automobile and truck maintenance and repair, and the supplying of other incidental customer services and products, but not painting, body and fender work, and storage of autos and trucks.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.040 Automobile storage or repair garages.

“Automobile storage or repair garages” means a premises used for the storage, repair, or sale of used automobile vehicles or automotive parts.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.045 Boarding house, lodging house, or rooming house.

“Boarding house,” “lodging house” or “rooming house” means a building or portion thereof without separate housekeeping facilities to be occupied, or which is occupied primarily by persons paying consideration for sleeping purposes where meals may or may not be served.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.050 Building.

“Building” means a structure built for the support, shelter or enclosure of any persons, animals, chattels, or property of any kind excepting uncovered patios or decks not exceeding thirty inches in height above the average grade of the adjoining ground.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.055 Building height.

“Building height” means the vertical distance measured from the adjoining street center line grade as established by the city to the highest point of the roof surface of a flat roof, to the deck line of a mansard roof, and to a mean height level between the eaves and ridge for a gable, hip or gambrel roof; provided, however, that where buildings are set back from the street line, the height of the building may be measured from the average elevation of the finished grade at the front of the building.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.060 Building line, front.

“Front building line” means a line parallel and adjacent to the front of that structure which is closest to the front lot line. For purposes of this definition, the front of a structure is the side facing the front lot line. A front building line extends from one side lot line to the opposite side lot line.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002.

17.06.065 Building official.

“Building official” means the building official of the city.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.070 Carport.

“Carport” means a stationary structure consisting of a roof with its supports and not more than two walls, or a storage cabinet substituting for one of the walls, and used for sheltering a motor vehicle, boat or recreation vehicle.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.075 Cattery.

“Cattery” means ten or more cats owned or boarded on the premises.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.080 Change of use for purposes of the greenway zone only.

“Change of use for purposes of the greenway zone only” means a different use than that which existed on December 6, 1975. It includes a change that requires construction, alterations of the land, water or other areas outside of existing buildings or structures and which substantially alters or affects the land or water. It does not include a change of use of a building that does not substantially alter or affect the land or water upon which it is situated. Change of use shall not include the completion of a structure for which a valid permit has been issued as of December 6, 1975, and under which permanent substantial construction has been undertaken by July 1, 1976. The sale of property is not in itself considered to be a change of use. An existing open storage area shall be considered to be the same as a building.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002.

17.06.085 Chapter.

“Chapter” means a portion of this ordinance identified by a four digit number (for example, Chapter 17.06, Definitions.)

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.090 City.

“City” means the City of Gladstone, Oregon.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.095 City Council.

“City Council” means the governing body of the city.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.100 City Administrator or designee.

“City Administrator” or “designee” means the administrator of the city or a person designated by the City Administrator.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.105 Comprehensive plan.

“Comprehensive plan” means the official plan adopted by the city for the guidance of growth and improvement, including modifications or refinements which may be made from time to time.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.115 Day care center.

“Day care center” means any facility, institution, establishment or place not a part of a school that provides day care to thirteen or more children, including children of the provider, regardless of full or part-time status, under thirteen years of age.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.117 Days.

“Days” means calendar days without reference to business days or holidays unless specifically stated to the contrary.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.120 Development for purposes of the greenway zone only.

“Development for purposes of the greenway zone only” means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, parking lots, mining, dredging, filling, grading, paving, excavation or drilling operations, to bring about growth or availability, to construct or alter a structure, to make a physical change in the use or appearance of land, to divide land into parcels, or to create or terminate rights of access.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.125 Development permit.

“Development permit” means a building permit, subdivision approval, temporary permit, or any other permit required by the city before development can occur.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.130 Drinking establishment.

“Drinking establishment” means a place of business which requires a permit and/or license from the Oregon Liquor Control Commission for the dispensing of liquor for consumption upon the premises.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.135 Durable and dustless surface.

“Durable and dustless surface” means a surface providing a hard topping which is free from mud conditions in wet weather and dusty conditions in dry weather, specifically including concrete or asphaltic concrete or like material but specifically excluding gravel and dirt.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.141 Dwelling, multi-household.

“Multi-household dwelling” means a building, designed for occupancy by five or more households living independently of each other.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.142 Dwelling, detached single-household.

“Single-household dwelling unit” means a detached building containing one dwelling unit located on a single lot.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.143 Dwelling, two-household or “Duplex”.

“Two-household dwelling unit” means a detached or attached building containing two dwelling units on a single lot.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.140 Dwelling unit.

“Dwelling unit” means one or more rooms for occupancy by one household for living purposes that is identified by a single street address and has common entrances and internal access. Trailer coaches shall not be considered as dwelling units, except when located in mobile home courts or parks.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1171 §1(1), 1993.

17.06.144 Dwelling, three household or “Triplex”.

“Three household dwelling unit” or “Triplex” means three attached or detached dwelling units on a single lot in any configuration.

17.06.145 Dwelling, four household or “Quadplex”.

“Four household dwelling unit” or “Quadplex” means four attached or detached dwelling units on a single lot in any configuration.

17.06.146 Townhouse.

“Townhouse” means a dwelling unit that is part of a row of two or more attached dwelling units, where each unit is located on an individual lot and shares at least one common wall with an adjacent dwelling unit.

17.06.147 Townhouse Project.

“Townhouse Project” means one or more townhouse structures constructed, or proposed to be constructed, together with the development site where the land has been divided, or is proposed to be divided, to reflect the Townhouse property lines and any commonly owned property.

17.06.148 Cottage Cluster.

“Cottage cluster” means a grouping of no fewer than four detached dwelling units per acre with a footprint of less than 900 square feet each that includes a common courtyard on a single lot or on individual lots.

17.06.149 Middle Housing.

“Middle Housing” means Duplex, Triplex, Quadplex, Cottage Cluster, or Townhouse in the R-5 or R-7.2 zone and is subject to the Oregon Administrative Rules Chapter 660, Division 46 Middle Housing in Medium and Large Cities.

17.06.160 Easement.

“Easement” means a grant of the right to use a strip of land for specific purposes.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.165 Eating establishment.

“Eating establishment” means a place of business which serves food but does not require a permit and/or license from the Oregon Liquor Control Commission.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.170 Exterior.

“Exterior” means any portion of the outside of a structure which can be seen from a public place.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.175 Household.

“Household” means one person or two or more persons occupying a dwelling unit as their usual place of residence. This definition shall not apply to group homes, foster homes, or homes for the aged.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.180 Fence or hedge, sight-obscuring.

“Sight-obscuring fence or hedge” means a fence consisting of wood, metal, masonry or similar materials, or an evergreen hedge or other evergreen planting, arranged in such a way as to obscure vision at least eighty percent (80%).

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002.

17.06.195 Floor area.

“Floor area” means the sum of the gross horizontal area of the several floors of a building, measured from the exterior faces of the exterior walls, or from the center line of walls separating two buildings, but not including:

- (1) Attic space providing headroom of less than seven feet.
- (2) Basement or cellar.
- (3) Uncovered steps or fire escapes.
- (4) Private garages, carports or porches.
- (5) Accessory water towers or cooling towers.
- (6) Accessory off-street parking or loading spaces.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.200 Foster home.

“Foster home” means any dwelling occupied and maintained by a person or persons licensed or certified by the state or other authorized agency to provide extended or temporary care, food, and lodging in such home for not more than seven dependent individuals beyond the number defined as a household. A foster home is not a hospital, nursing home, or home for the aged as defined in Oregon Revised Statutes, nor does it include a halfway house, work release center, or any other domiciliary facility for persons released from any penal or correctional institution.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

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

17.06.205 Frontage.

“Frontage” means property abutting on a street.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.210 Grade, ground level.

“Ground level grade” means the average elevation of the finished ground elevation at the centers of all walls of a building, except that if a wall is parallel to and within five feet of a sidewalk, the sidewalk elevation nearest the center of the wall shall constitute the ground elevation.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.213 Gross leasable area (GLA).

“Gross leasable area (GLA)” means the total floor area designed for tenant occupancy and exclusive use, including any basements, mezzanines, or upper floors, expressed in square feet and measured from the center line of joint partitions and from outside wall faces.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1289 §1, 2000.

17.06.214 Home for the aged.

“Home for the aged” means a supervised personal care facility where staff provide services to residents. A home for the aged is not a group home, foster home, hospital, or nursing home.

Statutory Reference: ORS Ch. 197, Ch. 227

17.06.215 Group home.

“Group home” means any home occupied and maintained by a person or persons licensed by the state or other appropriate agency to provide extended or temporary care, food and lodging in such home for from eight to ten dependent individuals beyond the number defined as a household. A group home is not a foster home, hospital, nursing home or home for the aged as defined in Oregon Revised Statutes, nor does it include a halfway house, work release center, or any domiciliary facility for persons released from any penal or correctional institution.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

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

17.06.220 Home occupation.

“Home occupation” means an occupation, profession, or craft which is customarily incidental to or carried on in a dwelling place or premises and not one in which the use of the premises as a dwelling place is largely incidental to the occupation carried on, and which occupation is carried on by an immediate member of the household residing within the dwelling place; provided, however, there shall be no structural alteration or changes in the dwelling, or on the premises and there is no display of merchandise, storage materials, signs or articles or objects awaiting or in the process of repair, remodeling, or modification on the premises which can be seen from the exterior of the dwelling. Noise, odor, smoke, gases, fallout, vibration, heat or glare resulting from the use shall not be of the intensity as to be detected outside of the containing structure.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.225 Hospitals

“Hospital” means a medical facility licensed by the state of Oregon that provides health services on a primarily inpatient basis.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

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

17.06.230 Hotel.

“Hotel” means a building or portion thereof designed or used for occupancy of transient individuals who are lodged with or without meals and in which no provision is made for cooking in any individual room or suite.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.233 Institutional use.

“Institutional use” means a church, school, public facility, hospital, nursing home or home for the aged.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1289 §1, 2000; Ord. 1292 §1, 2000.

17.06.235 Intensification of use for purposes of the greenway zone.

“Intensification of use for purposes of the greenway zone” means any additions which increase or expand the area or amount of an existing use, or the level of activity. Remodeling of the exterior of a structure not excluded below in this section is an intensification when it will substantially alter the appearance of the structure. (Intensification shall not include the completion of a structure for which a valid permit has been issued as of December 6, 1975, and under which substantial construction has been undertaken by July 1, 1976.) Maintenance and repair usual and necessary for the continuance of an existing use is not an intensification of use. Reasonable emergency procedures necessary for the safety or protection of the greenway includes the practices and activities customarily related to the use and enjoyment of one’s home. Landscaping, construction of driveways, modification of existing structures, or construction or placement of such subsidiary structures or facilities adjacent to the residence as are usual and necessary to such use and enjoyment shall not be considered an intensification for the purposes of this district. Seasonal increases in gravel operation shall not be considered an intensification of use.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.240 Kennel.

“Kennel” means four or more dogs with permanent canine teeth owned or boarded on the premises.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.245 Landscaping.

“Landscaping” means the improvement of land by means such as contouring, plantings, fencing and the placement of outdoor structures.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.247 Land use decision.

“Land use decision” includes a final decision or determination that concerns the adoption, amendment, interpretation or application of the goals, comprehensive plan provision, land use regulation, but does not include:

- (1) A decision which is made under the city’s development standards which do not require interpretation or the exercise of facts, policy, or legal judgment.
- (2) A decision which approves, approves with conditions or denies a subdivision or partition and is consistent with the city’s development standards.
- (3) Approval or denial of a building permit.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.250 Livestock.

“Livestock” means domestic animals of types customarily raised or kept on farms for profit or other purposes.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.255 Loading space.

“Loading space” means an off-street space or berth on the same lot or parcel with a building or use or contiguous to a group of buildings or uses for the temporary parking of a vehicle while loading or unloading persons, merchandise, or materials and which space or berth abuts upon a street, alley or other appropriate means of access and egress.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.260 Lot.

“Lot” means a unit of land that is created by a subdivision of land. For the purposes of this title, “lot” includes “parcel” and “lot of record” unless the context otherwise requires.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002.

17.06.265 Lot area.

“Lot area” means the total area of a lot measured in a horizontal plane within the lot boundary lines exclusive of public streets.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.270 Lot, corner.

“Corner lot” means the total area of a lot abutting on two or more streets, other than an alley, at their intersection.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.275 Lot coverage.

“Lot coverage” means the area covered by a building or buildings on a lot, expressed as a percentage of the total lot area.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.280 Lot depth.

“Lot depth” means the average horizontal distance between the front lot line and rear lot line.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.282 Lot, flag.

“Flag lot” means a lot that has access to a street by means of a narrow deeded strip of land or easement.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1289 §1, 2000.

17.06.285 Lot line.

“Lot line” means the property line bounding a lot.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.290 Lot line, front.

“Front lot line” means a lot line separating a lot from a street other than an alley. In the case of a corner lot, either of the lot lines separating the lot from a street other than an alley may be designated by the property owner as the front lot line with the other such lot line designated as a street side lot line. Except as modified by GMC Subsection 17.76.040(5), the front lot line of a flag lot, for the purposes of determining minimum yard requirements, shall be a line within the boundaries of the lot by a distance equal to the width of the narrow deeded strip of land or easement providing access to the lot from the street. The line shall be parallel to the lot line that extends from the street to the lot line opposite and most distant from the street.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1289 §1, 2000; Ord. 1323 §1, 2002.

17.06.295 Lot line, rear.

“Rear lot line” means the lot line that is opposite and most distant from the front lot line. In the case of an irregular or triangular shaped lot, the rear lot line is a line ten feet (10’) in length within the lot parallel to and at a maximum distance from the front lot line.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002.

17.06.300 Lot line, side.

“Side lot line” means any lot line not a front or rear lot line.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.301 Lot line, street side.

“Street side lot line” means a side lot line separating a lot from a street other than an alley.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1323 §1, 2002.

17.06.305 Lot of record.

“Lot of record” means a lot or parcel in a recorded plat. For units of land that are not lots or parcels in a recorded plat, “lot of record” means a unit of land or aggregate of contiguous units of land held in a single ownership, as recorded in the office of the Clackamas County Recorder on October 26, 1971.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002.

17.06.310 Lot, through.

“Through lot” means an interior lot having frontage on two streets other than alleys.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.315 Lot width.

“Lot width” means the average horizontal distance between the side lot lines.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.325 Major remodeling.

“Major remodeling” means any work that substantially alters the exterior appearance of a structure or off-street parking area.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002.

17.06.328 Manufactured dwelling.

“Manufactured dwelling” means a single household dwelling with a Department of Housing and Urban Development (HUD) label certifying that the structure was constructed on or after June 15, 1976, and met the requirements of the Federal Manufactured Housing Construction and Safety Standards and Regulations in effect at the time of construction, consistent with 1989 Oregon Laws, Chapter 380, 1989. This definition shall not apply to structures known as “modular homes” where such modular homes are constructed in accordance with all requirements of the state building code for modular homes and bear the Seal of Approval of the State of Oregon, Building Codes Agency.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1171 §1(A), 1993; Ord. 1179 §11(A), 1993.

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

Recorder.]

17.06.336 Mini-storage.

“Mini-storage” means a storage and warehousing service within a building(s) primarily for individuals to store personal effects and by business to store materials for operation of an industrial or commercial enterprise located elsewhere. In no case may storage spaces in a mini-warehouse facility function as an independent retail, wholesale business, or service use. Spaces shall not be used for workshops, hobby shops, manufacturing, or similar uses and human occupancy of said spaces shall be limited to that required to transport, arrange, and maintain stored materials. The location of an owner or manager residence on the premises is permitted.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1256 §1, 1998.

17.06.338 Mixed use development.

“Mixed use development” means development or buildings where land uses are mixed together. This can include residential and commercial, or office and retail. Uses may be mixed in one building “vertically” where there is one use on the ground floor and a different use above in one building, or “horizontally” where a variety of uses are next to each other in one building.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1289 §1, 2000.

17.06.340 Mobile home.

“Mobile home” means a single household dwelling originally designed and constructed to be movable or portable, constructed to be transported on its own chassis and designed originally without a permanent foundation, whether or not a permanent foundation is subsequently provided, or two or more units separately transportable but designed to be joined into an integral unit, and which do not conform to all requirements of the building code for other residences and not meeting the definition of “manufactured dwelling.”

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1171 §1(B), 1993.

17.06.345 Mobile home court or mobile home park.

“Mobile home court” or “mobile home park” means four mobile home units or more for rent within five hundred feet of one another on a lot, tract, or parcel.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.350 Model unit real estate office.

“Model unit real estate office” means a permanent residential structure located in a developing subdivision used for the promotion of sale of units in the subdivision, so long as the model unit real estate office is at all times available for sale, lease, lease option or exchange as a residential dwelling.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.355 Motel.

“Motel” means one or more buildings designed or used as temporary living quarters for transients.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.358 Net acre.

“Net acre” means an area measuring forty-three thousand five hundred sixty (43,560) square feet, which excludes:

- (1) Road rights-of-way and other public dedications through or on the edge of the land; and
- (2) Environmentally constrained areas, including open water areas, areas in the FM District, areas in the WQ District, natural resource areas protected under statewide planning Goal 5 in the Comprehensive Plan, slopes in excess of twenty-five percent (25%) and wetlands requiring a federal fill and removal permit under Section 404 of the Clean Water Act.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1289 §1, 2000; Ord. 1334, 2002.

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

17.06.360 New construction.

“New construction” means a structure for which the start of construction commenced on or after the effective date of the ordinance codified in this title.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.365 Nonaccess reservation.

“Nonaccess reservation” means a street plug or a one foot right-of-way width owned by the city.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.370 Nonconforming use.

“Nonconforming use” means a lawful existing use at the time the ordinance codified in this title or any amendment thereto becomes effective, which does not conform to the requirements of the zone in which it is located.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1266 §1, 1998.

17.06.372 Nonconforming development.

“Nonconforming development” means development of a site which was lawfully existing at the time the ordinance codified in this title or any amendment thereto becomes effective, which does not conform to the requirements of this title, including but not limited to minimum parking, minimum landscaping, etc.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1266 §2, 1998.

17.06.373 Nursing Home

“Nursing Home” means a facility that provides medical care, nursing, and other health services to its residents. A nursing home is not a group home, foster home, hotel, hospital, or home for the aged.

Statutory Reference: ORS Ch. 197, Ch. 227

17.06.375 Open space.

“Open space” means land that is undeveloped and that is planned to remain so indefinitely. “Open space” also refers to land zoned OS, Open Space District, and developed with uses identified in GMC Chapter 17.26 (OS open space district).

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1334, 2002.

17.06.380 Owner.

“Owner” means the person holding fee title to the land, or where there is a recorded land sale contract, the purchaser there under.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1334, 2002.

17.06.385 Parcel.

“Parcel” means a unit of land that is created by a partitioning of land. For the purposes of this title, “parcel” includes “lot” and “lot of record” unless the context otherwise requires.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002.

17.06.390 Parking space.

“Parking space” means an area available for the parking of a standard or compact vehicle.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.395 Partition.

“Partition” means either an act of partitioning land or an area or tract of land partitioned as defined in GMC Section 17.06.400.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.400 Partition land.

“Partition land” means to divide a lot of record into two (2) or three (3) parcels within a calendar year, but does not include a division of land resulting from a lien foreclosure, foreclosure of a recorded contract for the sale of real property or the creation of cemetery lots; divisions of land made pursuant to a court order, including, but not limited to, court orders and proceedings involving testate or intestate succession; or an adjustment of a property line by the relocation of a common boundary where an additional lot of record is not created and where the existing lot of record reduced in size by the adjustment complies with the provisions of this title. Any property divided by the sale or grant of property for state highway, county road, city street or other right-of-way purposes shall continue to be considered a single lot of record until such time as the property is further subdivided or partitioned.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1171 §1(M), 1993; Ord. 1323 §1, 2002.

17.06.405 Pedestrian way.

“Pedestrian way” means a right-of-way for pedestrian traffic.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.410 Person.

“Person” means an individual, firm, partnership, corporation, company, syndicate, association, social or fraternal

organization or any legal entity, and including any trustee, receiver, assignee, or any group or combination acting as a unit.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.415 Planning Commission.

“Planning Commission” means the Planning Commission of the city.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.416 Plat.

“Plat” means a final map and other writing containing all the descriptions, locations, specifications, dedications, provisions and information concerning a subdivision or partition.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1323 §1, 2002.

17.06.418 Porch, front.

“Front porch” means a front entrance to a dwelling covered by a separate roof or an extension of the dwelling roof. Enclosure walls shall extend no more than half the distance from the front porch to the porch eaves. A front porch shall be used only for recreational, outdoor living purposes and not as a carport, garage, storage room or habitable room.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1289 §1, 2000.

17.06.419 Primary building wall.

“Primary building wall” means an exterior building wall that contains a public entrance to the premises and faces either a street or a parking area.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1323 §1, 2002.

17.06.420 Primary zoning district.

“Primary zoning district” includes the following: R-7.2, R-5, MR, C-1, C-2, C-3, OP, LI, and OS.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.426 Property line adjustment.

“Property line adjustment” means the relocation of a common property line between two (2) abutting lots of record.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1323 §1, 2002.

17.06.430 Recreation vehicle park.

“Recreational vehicle park” means an area designated by the person establishing, operating, managing or maintaining the same for overnight camping in recreation vehicles or for a short duration by the general public or any segment of the public. Recreation vehicle park includes, but is not limited to, areas open to use free of charge or through payment of a tax or fee or by virtue of rental, lease, license, membership, association, or ownership.

Overnight camping of mobile homes is not allowed within recreation vehicle parks. A recreation vehicle park shall not include a municipal, county, state or federal park or recreation area.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1198 §1(A), 1994.

17.06.435 Recreation vehicle.

“Recreation vehicle” means a vacation trailer or self-propelled vehicle or structure equipped with wheels for highway use which is intended for human occupancy and is being used for recreation or vacation purposes, but not for residential purposes, and is equipped with plumbing, sink or toilet, and has a floor space of less than two hundred twenty square feet, excluding built-in equipment such as wardrobes, closets, cabinets, kitchen units or fixtures and bath and toilet rooms.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990

17.06.440 Residential home.

“Residential home” means the same as a foster home as defined in GMC Section 17.06.200.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.445 Residence.

“Residence” means a dwelling unit as defined in GMC Section 17.06.155.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.450 Residential planned unit development.

“Residential planned unit development” means a residential (R) planned unit development as allowed under GMC Chapter 17.38 (planned unit development) and is at least eighty thousand square feet in any zoning district or combination thereof. A planned unit development less than eighty thousand square feet must be approved by Planning Commission per GMC 17.38.020.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.455 Residential zoning district.

“Residential zoning district” means the R-7.2, R-5 and MR zones.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.460 Right-of-way.

“Right-of-way” means the area between boundary lines of a street or other easement, whether improved or unimproved.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.465 Roadway.

“Roadway” means the portion of a street right-of-way developed for vehicular traffic.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.470 Seasonal.

“Seasonal” means limited to a period of no more than six months in any twelve-month period, but related to a unique or an annually occurring event or condition.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.475 Section.

“Section” means a portion of this title identified by a seven-digit number, such as GMC Section 17.10.020 (uses allowed outright) in the R-7.2 zoning district.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.480 School, commercial.

“Commercial school” means a place where instruction is given to pupils in arts, crafts, trades or other occupational skills and operated as a commercial enterprise as distinguished from schools endowed or supported by taxation.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.485 School, primary, elementary, junior high or high.

“Primary, elementary, junior high or high schools” includes public, private or parochial but not nursery school, kindergarten or day nursery, except when operated in conjunction with a school.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.491 Senior housing center.

A “senior housing center” means a residential facility providing dwelling units without full kitchens (known as residential suites) for those aged sixty-five and older and dwelling units with full kitchens. Up to fifteen percent of the total number of dwelling units may be provided as single-household units or duplex units with full kitchens. A senior housing center is a congregate care facility which provides common services including but not limited to transportation of residents, three meals per day in a common facility and other non-medical care congregate services.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1280 §1, 1998.

17.06.492 Setback, front.

“Front setback” means the horizontal distance between a front lot line and a structure.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1323 §1, 2002.

17.06.493 Setback, rear.

“Rear setback” means the horizontal distance between a rear lot line and a structure.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1323 §1, 2002.

17.06.494 Setback, side.

“Side setback” means the horizontal distance between a side lot line and a structure.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1323 §1, 2002.

17.06.496 Setback, street side.

“Street side setback” means the horizontal distance between a street side lot line and a structure.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1323 §1, 2002.

17.06.497 Sidewalk.

“Sidewalk” means a pedestrian walkway with permanent surfacing to city standards.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1323 §1, 2002.

17.06.500 Sign.

“Sign” means an identification, description, illustration or device which is affixed to or represented, directly or indirectly, upon a building, structure, or land and which directs attention to a product, place, activity, person, institution or business.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.501 Sign, electronic message center.

“Electronic message center sign” means a sign, display or device, or portion thereof, whose message may be changed by electronic process or remote control, and may include electronic time and/or temperature displays and the device known in the advertising industry as a commercial electronic variable message sign.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1161 §1, 1992; Ord. 1323 §1, 2002.

17.06.503 Sign, monument.

“Monument sign” means a sign that extends to the ground or that has a support that places the bottom of the sign less than two feet (2') from the ground.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1323 §1, 2002.

17.06.504 Sign, segmented message.

“Segmented message sign” means any message or distinct subunit of a message presented by means of at least one display change on an electronic message center sign.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1161 §1, 1992; Renumbered from 17.06.502 by Ord. 1323 §1, 2002.

17.06.506 Sign, tri-vision.

“Tri-vision sign” means a sign where the display surface is composed of triangular louvers that rotate periodically to

allow three (3) images to be displayed.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1323 §1, 2002.

17.06.507 Story.

“Story” means that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. If the finished floor level directly above a basement, cellar or unused under floor space is more than six feet (6’) above grade as defined in this section for more than fifty percent (50%) of the total perimeter or is more than twelve feet (12’) above grade as defined in this section at any point, such basement, cellar or unused under floor space shall be considered a story.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Renumbered from 17.06.505 by Ord. 1323§1, 2002.

17.06.510 Story, half.

“Half-story” means a story under a gable, hip, or gambrel roof, the wall plates of which on at least two opposite exterior walls are not more than two feet above the floor of such story.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.515 Street.

(1) “Street” means a public or private way that is created to provide ingress or egress for persons to one or more lots, parcels, areas or tracts of land, and the placement of utilities and including the terms road, highway, lane, avenue, place, court, way, circle, drive, alley or similar designation.

(2) “Alley” means a narrow street through a block primarily for vehicular service access to the back or side of properties otherwise abutting on another street.

(3) “Arterial” means a street of considerable continuity which is primarily a traffic artery for intercommunication among large areas.

(4) “Collector” means a street supplementary to the arterial street system and a means of intercommunication between this system and smaller areas; used to some extent for access to abutting properties and may be used to a limited extent for through traffic.

(5) “Cul-de-sac” (dead-end street) means a short street having one end open to traffic and terminated by a vehicle turnaround.

(6) “Marginal access street” means a minor street parallel and adjacent to a major arterial street providing access to abutting properties, but protected from through traffic.

(7) “Minor street” means a street intended primarily for access to abutting properties.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.520 Structure.

“Structure” means something constructed or built and having a fixed base on or fixed connection to the ground or another structure to include a mobile home.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.525 Subdivide land.

“Subdivide land” means to divide a lot of record into four (4) or more lots within a calendar year.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002.

17.06.530 Subdivision.

“Subdivision” means either an act of subdividing land or an area or a tract of land subdivided as defined in GMC Section 17.06.525.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.535 Temporary structure real estate offices

“Temporary structure real estate offices” means a temporary structure located in a subdivision used for the promotion of a sale of residential units in a developing subdivision.

Statutory Reference: ORS Ch. 197, Ch. 27

History: Ord. 1131 §2, 1990.

17.06.537 Temporary structures.

“Temporary structures” means an area covered by a plastic, tarp, fabric, or metal membrane that is either attached to a rigid framework, natural feature or some other structure that is used for storage. It does not include greenhouses or weather proofing of a vehicle, boat, or other individual item by tarp or other type of covering as long as the covering is attached directly to and covers only the particular item.

History: Ord. 1482 §1, 2018.

17.06.540 Title.

“Title” means that portion of the Gladstone Municipal Code identified by a two-digit number, such as Title 17, zoning and development.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.542 Transit street.

“Transit street” means a street on which public transit stops are located.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1289 §1, 2000.

17.06.545 Use.

“Use” means the purpose for which land or a structure is designed, arranged or intended or for which it is occupied or maintained.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.548 Utility facility.

“Utility facility” means buildings, structures or any constructed portion of a system that provides for the production, transmission, conveyance, delivery or furnishing of services including, but not limited to, heat, light, water, power,

natural gas, sanitary sewer, stormwater, telephone and cable television. Utility facilities do not include stormwater pretreatment facilities.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990, Ord. 1431, 2011.

17.06.550 Utility substation.

“Utility substation” means a facility that provides for the location of utility service apparatus that includes, but is not limited to: telephone exchanges; public utility structures, without shops, garages or general administrative offices; transmission and receiving towers, and/or earth stations.

History: Ord. 1502 §1, 2020.

17.06.551 Vacation rental.

“Vacation rental” means a dwelling unit or accessory dwelling unit providing vacation occupancy.

History: Ord. 1502 §1, 2020.

17.06.553 Vacation occupancy.

“Vacation occupancy” as defined by ORS 90.100 means occupancy in a dwelling unit, not including transient occupancy in a hotel or motel, that has all of the following characteristics:

- (1) The occupant rents the unit for vacation purposes only, not as a principal residence;
- (2) The occupant has a principal residence other than at the unit; and
- (3) The period of authorized occupancy does not exceed 45 days.

History: Ord. 1502 §1, 2020.

17.06.555 Vegetation.

“Vegetation” means plantings or natural growth of trees, grass, shrubs, etc. which would permit normal percolation.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

17.06.560 Vehicle.

“Vehicle” means a device in, upon, or by which any person or property is or may be transported or drawn upon a public highway, except devices moved by human power or used exclusively upon stationary rails or tracks.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990.

CHAPTER
17.10 –

R-7.2

SINGLE-HOUSEHOLD
RESIDENTIAL
DISTRICT

Chapter 17.10

R-7.2—SINGLE-HOUSEHOLD RESIDENTIAL DISTRICT

Sections:

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

17.10.010 Purpose.

The purpose of an R-7.2 district is to implement the comprehensive plan and to provide land for households desiring to live in an environment of single-household and middle housing dwellings .

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1499 §1 (Exh. A), 2020.

17.10.020 Uses allowed outright.

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

- (1) Single- household dwelling, including a manufactured dwelling.
- (2) Middle housing.
- (3) Foster home.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1188 §1, 1994; Ord. 1323 1, 2002; Ord. 1499 §1 (Exh. A), 2020.

17.10.030 Accessory uses allowed.

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

- (1) Buildings. Garages and carports, storage and other buildings, as follows:
 - (a) Either the side, except a street side, or rear setback may be reduced to five feet for structures that:
 - (A) Are detached from other buildings on the same lot by a minimum of 10 feet;
 - (B) Do not exceed a height of one story; and
 - (C) Do not exceed a floor area of 450 square feet.
 - (b) Either the side, except a street side, or rear setback may be reduced to three feet for structures that do not exceed a floor area of 120 square feet.
 - (c) A wall of rated, fire-resistive construction may be required by the Oregon Structural Specialty Code or its successor.
 - (d) A setback does not apply to portable storage containers as defined in GMC Chapter 5.22.

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

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

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

(b) Fences and walls not subject to subsection (3)(a) of this section shall not exceed six feet in height.

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

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

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

(a) Only one accessory dwelling unit per lot shall be permitted

(b) The floor area of an accessory dwelling unit shall be a minimum of 220 square feet and not exceed ~~400~~ 800 square feet. Conversion of an existing basement to an ADU shall be exempt from the maximum size limit, provided that no new floor area will be added with the conversion;

(c) An accessory dwelling unit shall not contain more than two bedrooms;

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

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

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

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

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

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

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

(A) One off-street parking space in addition to the off-street parking space required by GMC Chapter 17.48 (Off-Street Parking and Loading) for the primary dwelling unit; and

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

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

(7) Home Occupations. Home occupations shall be subject to GMC Chapter 17.78 (Home Occupations).

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1289 §1, 2000; Ord. 1323 §1, 2002; Ord. 1392 §3, 2007; Ord. 1499 §1 (Exh. A), 2020.

17.10.040 Conditional uses allowed.

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

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

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002; Ord. 1499 §1 (Exh. A), 2020.

17.10.050 Dimensional standards.

Except as provided in GMC Chapters 17.38 (Planned Unit Development), 17.72 (Variances) and 17.76 (Exceptions), the following dimensional standards shall apply in an R-7.2 zoning district:

| | | |
|---------------------------|----------------------------|--|
| Minimum Lot Area | | |
| Detached single household | 7,200 sf | |
| Middle Housing | 3,600 sf | |
| Multi-household dwellings | 3,600 sf per dwelling unit | |
| Other uses | 7,200 sf | Or as established by the Planning Commission, as provided by GMC Chapter 17.70 (Conditional Uses). |
| Minimum Setbacks | | |

| | | |
|------------------------------------|---|---|
| Front Setback | 20 ft | Except that a front porch may project a maximum of five feet into a required front setback area Architectural features such as cornices, eaves, gutters, chimneys and flues may project a maximum of two feet into a required setback area |
| Side Setback | 7.5 ft or 5 ft due to irregular shaped lots | |
| Street Side Setback | 20 ft | |
| Interior side setback | 5 ft | Townhouse projects are allowed a zero-foot side setback for lot lines where Townhouse units are attached. Cottage Cluster minimum setbacks can be reduced to 5 feet, if there is more than 150 square feet per dwelling unit of common open space provided, as define in Section 17.12.065(2). Setbacks for Manufactured homes in a mobile home park are subject to the standards in Section 17.62.070 (4). |
| Rear Setback | 15 ft | |
| Maximum Building Height | 35 ft | Vertical projections such as chimneys, spires, domes, elevator shaft housings, towers, aerials, flagpoles and similar objects not used for human occupancy are not subject to building height limitations of this subsection. |
| Minimum Density | | |
| | Subdivisions and PUDs shall provide a minimum density of 80% of the maximum density per net acre. | |
| | Cottage Clusters shall have a minimum density of 4 dwelling units per acre | |
| Maximum Density | | |
| Detached single household dwelling | One dwelling unit per 7,200 square feet of lot area or eight units per net acre | This code does not allow for the creation of more than four (4) dwelling units on a lot, including accessory dwelling units. Cottage Clusters and townhomes are exempt. |
| Middle Housing | None | |
| Sufficient Infrastructure | Applicants must demonstrate that Sufficient Infrastructure is provided, or will be provided, upon | |

| | | |
|--|---|--|
| | submittal of a residential development application. | |
|--|---|--|

(1) All PUDs with residential uses must include a mix of two or more middle housing types for a minimum of 25% of the total dwelling units proposed.

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

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1289 §1, 2000; Ord. 1323 §1, 2002; Ord. 1499 §1 (Exh. A), 2020.

17.10.055 Cottage Cluster Standards.

The following dimensional standard apply to cottage clusters development in the R-7.2 zone. Where conflicts arise between the standards within this section and elsewhere in the code, the standards of this section will supersede.

(1) Dimensional Standards

(a) Minimum Lot Size and Dimensions. Cottage clusters shall meet the minimum lot area that apply to detached single family dwellings in the R-7.2 zone.

(b) Setbacks and Building Separation.

(A) Setbacks. Cottage clusters shall meet the minimum setback standards:

- Front setbacks: 10 feet
- Side setbacks: 5 feet
- Rear setbacks: 10 feet

(B) Building Separation. Cottages shall be separated by a minimum distance of six (6) feet. The minimum distance between all other structures, including accessory structures, shall be in accordance with building code requirements.

(c) Average Unit Size. The maximum average floor area for a cottage cluster is 1,400 square feet per dwelling unit. Community buildings shall be included in the average floor area calculation for a cottage cluster.

(d) Off-Street Parking.

(A) Required Off-Street Parking. The minimum number of required off-street parking spaces for a cottage cluster project is zero (0) spaces per unit with a floor area less than 1,000 square feet and one (1) space per unit with a floor area of 1,000 square feet or more. Spaces may be provided for individual cottages or in shared parking clusters. A credit for on-street parking shall be granted for some or all of the required off-street parking as provided in subsection (b).

(B) On-Street Credit. If on-street parking spaces meet all the standards in subsections (i)-(iv) below, they shall be counted toward the minimum off-street parking requirement.

- i. The space must be abutting the subject site;
- ii. The space must be in a location where on-street parking is allowed by the jurisdiction;

- iii. The space must be a minimum of 22 feet long; and
- iv. The space must not obstruct a required sight distance area.

17.10.060 Design standards.

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

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

(2) Main Entrance. The main entrance of a single-household dwelling- shall:

- (a) Face the street lot line. On a corner lot, the main entrance may face either street lot line or the corner; or
- (b) The main entrance shall open onto a covered porch that has an entrance that faces the street lot line. The porch and its roof shall each be at least 40 square feet in area and neither the width nor the depth shall be less than five feet.

(3) Curbs and Sidewalks. Provide curbs, associated drainage, and sidewalks within the right-of-way or easement for public roads and streets. Improvements installed by a developer, shall conform to the standards of this title, GMC Chapter 12.02 (street excavation requirements) and to any supplemental design and construction specifications adopted by the city for such improvements. This shall apply to new structures and Expedited Land Divisions as defined by ORS 197.360; with the following exceptions:

- (a) There is no existing sidewalks within 200 feet of the subject parcel, and no planned sidewalk network in the area as identified in the Transportation System Plan.
- (b) When sidewalks and other frontage improvements would be located on land with cross slopes greater than nine percent as shown on the site plan submitted with the building permit.

(4) Design Features. Single- household dwellings and duplexes, triplexes, quadplexes, townhomes, and cottage clusters shall include at least two of the following design features on each dwelling unit:

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

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

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

- (b) The manufactured dwelling shall be placed on an excavated, backfilled foundation and enclosed at the perimeter such that no more than 12 inches of the enclosing material is exposed above grade. Where the building site has a sloped grade, no more than 12 inches of the enclosing material shall be exposed on the uphill side of the home. If the manufactured dwelling is placed on a basement, the 12-inch limitation shall not apply;
- (c) The manufactured dwelling shall have a pitched roof of not less than three feet in height for each twelve feet in width;
- (d) The manufactured dwelling shall have exterior siding and roofing which in color, material and appearance is similar to the exterior siding and roofing material on surrounding dwellings;
- (e) The manufactured dwelling shall be certified by the manufacturer to have an exterior thermal envelope meeting performance standards equivalent to the performance standards required of single-family dwellings constructed under the Oregon Residential Specialty Code. Evidence demonstrating that the manufactured home meets “Super Good Cents” energy efficiency standards is deemed to satisfy the exterior thermal envelope certification standards. Additional manufacturer’s certification shall not be required in such cases.
- (f) The manufactured dwelling shall have a garage or carport constructed of like materials. An attached or detached garage may be approved in lieu of a carport where such is consistent with the predominant construction of immediately surrounding dwellings.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1188 §1, 1994; Ord. 1289 §1, 2000; Ord. 1499 §1 (Exh. A), 2020.

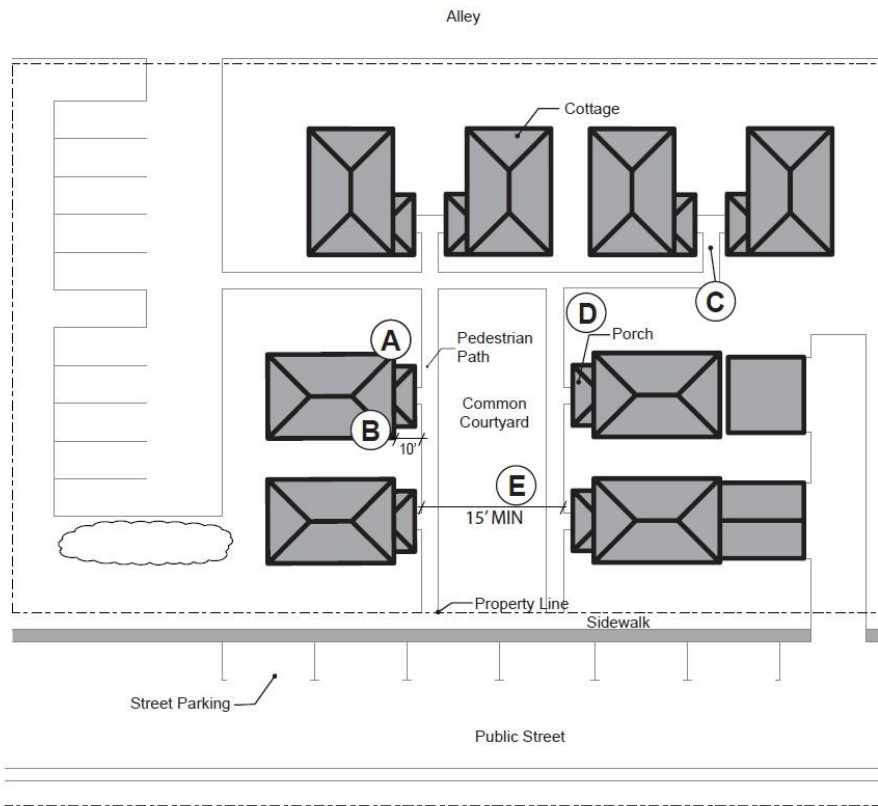
17.10.065 Cottage Cluster Design Standards

The following design standards apply to cottage clusters development in the R-7.2 zone. Where conflicts arise between the standards within this section and elsewhere in the code, the standards of this section will supersede.

(1) Cottage Orientation. Cottages must be clustered or abut around a common courtyard or are directly connected to it by a pedestrian path, and must meet the following standards (see Figure 1):

- (a) Each cottage within a cluster must either abut the common courtyard or must be directly connected to it by a pedestrian path that is at least 4 ft wide.
- (b) A minimum of 50 percent of cottages within a cluster must be oriented to the common courtyard and must:
 - (A) Have a main entrance facing the common courtyard;
 - (B) Be within 10 feet from the common courtyard, measured from the façade of the cottage to the nearest edge of the common courtyard; and
 - (C) Be connected to the common courtyard by a pedestrian path.
- (c) Cottages within 20 feet of a street property line may have their entrances facing the street.
- (d) Cottages not facing the common courtyard or the street must have their main entrances facing a pedestrian path that is directly connected to the common courtyard.

Figure 1. Cottage Cluster Orientation and Common Courtyard Standards



(2) Common Courtyard Design Standards. Each cottage cluster must share a common courtyard in order to provide a sense of openness and community of residents. Common courtyards must meet the following standards:

- (a) The common courtyard must be a single, contiguous piece.
- (b) The common courtyard must contain a minimum of 150 square feet per cottage within the associated cluster.
- (c) The common courtyard must be a minimum of 15 feet wide at its narrowest dimension.
- (d) The common courtyard shall be developed with a mix of landscaping, lawn area, pedestrian paths, and/or paved courtyard area, and may also include recreational amenities. Impervious elements of the common courtyard shall not exceed 75 percent of the total common courtyard area.
- (e) Pedestrian paths must be included in a common courtyard. Paths that are contiguous to a courtyard shall count toward the courtyard's minimum dimension and area. Parking areas, required setbacks, and driveways do not qualify as part of a common courtyard.

(3) Pedestrian Access.

- (a) An accessible pedestrian path that is at least 4 feet wide must be provided that connects the main entrance of each cottage to one or all the following:
 - (A) The common courtyard;
 - (B) Shared parking areas;
 - (C) Community buildings; and

- (D) Sidewalks in public rights-of-way abutting the site or rights-of-way if there are no sidewalks.
- (b) The pedestrian path must be hard-surfaced and a minimum of four (4) feet wide.
- (4) Parking location and access.
- (a) Off-street parking spaces and vehicle maneuvering areas shall not be located:
- Within of 20 feet from any street property line, except alley property lines;
 - Between a street property line and the front façade of cottages located closest to the street property line.
- This standard does not apply to alleys.
- (b) Off-street parking spaces shall not be located within 10 feet of any other property line, except alley property lines. Driveways and drive aisles are permitted within 10 feet of other property lines.
- (c) Clustered parking. Off-street parking may be arranged in clusters and separated from common spaces by at least four (4) feet of landscaping.
- (5) Screening. Landscaping, fencing, or walls at least three feet tall shall separate clustered parking areas and parking structures from common courtyards and public streets.
- (6) Garages and carports.
- (a) Garages and carports (whether shared or individual) must not abut common courtyards.
- (b) Individual attached garages up to 200 square feet shall be exempted from the calculation of maximum building footprint for cottages.
- (c) Individual detached garages must not exceed 400 square feet in floor area.
- (d) Garage doors for attached and detached individual garages must not exceed 20 feet in width.

17.10.070 Exemptions to uses allowed outright.

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

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1188 §1, 1994; Ord. 1323 §1, 2002; Ord. 1499 §1 (Exh. A), 2020.

CHAPTER
17.12 –
R-5
SINGLE-HOUSEHOLD
RESIDENTIAL
DISTRICT

Chapter 17.12

R-5—SINGLE-HOUSEHOLD RESIDENTIAL DISTRICT

Sections:

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

17.12.010 Purpose.

The purpose of an R-5 district is to implement the Comprehensive Plan and to provide land for families and individuals desiring to live in an environment of mixed single household and middle housing dwellings.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1499 §1 (Exh. B), 2020.

17.12.020 Uses allowed outright.

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

- (1) Single- household dwelling, including a manufactured dwelling.
- (2)-Middle housing.
- (3) Mobile home park, subject to GMC Section 17.62.070 (Mobile home park).

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1144 §1, 1991; Ord. 1171 §1(C), 1993; Ord.1291 §1, 2000; Ord.1323 §1, 2002; Ord. 1499 §1 (Exh. B), 2020.

17.12.030 Accessory uses allowed.

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

- (1) Buildings. Garages and carports, storage and other buildings, as follows:
 - (a) Either the side, except a street side, or rear setback may be reduced to zero for one accessory structure, provided such structure:
 - (A) Is detached from other buildings;
 - (B) Does not exceed a height of one story; and
 - (C) Does not exceed a floor area of 450 square feet;
 - (b) A wall of rated, fire-resistive construction may be required by the Oregon Structural Specialty Code or its successor.
 - (c) When more than one accessory structure is present including a portable storage container, as defined in GMC Chapter 5.22, a setback does not apply to the portable storage container.

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

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

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

(b) Fences and walls not subject to subsection (3)(a) of this section shall not exceed six feet in height.

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

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

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

(a) Only one accessory dwelling unit per lot shall be permitted;

(b) The floor area of an accessory dwelling unit shall be a minimum of 220 square feet and not exceed ~~400~~ 800 square feet. Conversion of an existing basement to an ADU shall be exempt from the maximum size limit, provided that no new floor area will be added with the conversion;

(c) An accessory dwelling unit shall not contain more than two bedrooms;

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

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

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

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

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

(i) An accessory dwelling unit shall comply with the minimum yard requirements and maximum building height established in GMC Section 17.12.050;

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

(A) One off-street parking space in addition to the off-street parking space required by GMC Chapter 17.48 (Off-Street Parking and Loading) for the primary dwelling unit; and

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

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

(7) Home Occupations. Home occupations shall be subject to GMC Chapter 17.78 (Home Occupations).

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1171 §§1(E) & 1(F), 1993; Ord. 1289 §1, 2000; Ord. 1323 §1, 2002; Ord. 1392, §3, 2007; Ord. 1499 §1 (Exh. B), 2020.

17.12.040 Conditional uses allowed.

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

- (1) Multi-household dwelling, five-to-eight-unit building.
- (2) Medical/dental office at the intersection of minor arterials or collectors.
- (3) Church and associated buildings and structures.
- (4) Community center, day care center.
- (5) Fire station or similar public use necessary to provide service or preserve public safety in the area.
- (6) Planned unit development.
- (7) Nursing homes and homes for the aged.
- (8) School and associated buildings, structures and facilities.
- (9) Utility facility; provided, that no outside storage is involved.
- (10) Community commercial within 200 feet from the Portland Avenue C-2 district.
- (11) Group homes.
- (12) Boarding house, rooming house, lodging house.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002; Ord. 1499 §1 (Exh. B), 2020.

17.12.050 Dimensional standards.

Except as provided in GMC Chapters 17.38 (Planned Unit Development), 17.72 (Variances) and 17.76 (Exceptions), the following dimensional standards shall apply in an R-5 zoning district:

| | | |
|---------------------------|----------|--|
| Minimum Lot Area | | |
| Detached single household | 5,000 sf | |
| Duplex and Triplex | 5,000 sf | |
| Quadplex | 7,000 sf | |

| | | |
|---------------------------|---|---|
| Cottage Cluster | 7,000 sf | |
| Townhouse Project | 5,000 sf | The average minimum lot area for a townhouse dwelling shall be 1,500 sf |
| Multi-household dwellings | 2,500 sf per dwelling unit | |
| Other uses | 5,000 sf | Or as established by the Planning Commission, as provided by GMC Chapter 17.70 (Conditional Uses). |
| Minimum Setbacks | | |
| Front Setback | 20 ft | <p>Except that a front porch may project a maximum of five feet into a required front setback area</p> <p>Architectural features such as cornices, eaves, gutters, chimneys and flues may project a maximum of two feet into a required setback area</p> <p>Townhouse projects are allowed a zero-foot side setback for lot lines where Townhouse units are attached.</p> <p>Cottage Cluster minimum setbacks can be reduced to 5 feet, if there is more than 150 square feet per dwelling unit of common open space provided, as define in Section 17.12.065(2).</p> |
| Side Setback | 5 ft | |
| Street Side Setback | 20 ft | |
| Rear Setback | 15 ft | |
| Maximum Building Height | 35 ft | Vertical projections such as chimneys, spires, domes, elevator shaft housings, towers, aerials, flagpoles and similar objects not used for human occupancy are not subject to building height limitations of this subsection. |
| Minimum Vegetation | | |
| Multi-household dwelling | At least 20% of the total area of the lot | The minimum area that must be left or planted with trees, shrubs, grass, etc. |
| Minimum Density | Cottage Clusters shall have a minimum density of 4 dwelling units per acre. | |
| Sufficient Infrastructure | Applicants must demonstrate that Sufficient Infrastructure is | |

| | | |
|--|---|--|
| | provided, or will be provided, upon submittal of a triplex or quadplex development application. | |
|--|---|--|

(1) All PUDs with residential uses must include a mix of two or more middle housing types for a minimum of 25% of the total dwelling units proposed.

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

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1289 §1, 2000; Ord. 1291 §1, 2000; Ord. 1323 §1, 2002; Ord. 1499 §1 (Exh. B), 2020.

17.12.055 Cottage Cluster Standards.

The following dimensional standard apply to cottage clusters development in the R-5 zone. Where conflicts arise between the standards within this section and elsewhere in the code, the standards of this section will supersede.

(1) Dimensional Standards

(a) Minimum Lot Size and Dimensions. Cottage clusters shall meet the minimum lot area that apply to detached single family dwellings in the R-5 zone.

(b) Setbacks and Building Separation.

(A) Setbacks. Cottage clusters shall meet the minimum setback standards:

- Front setbacks: 10 feet
- Side setbacks: 5 feet
- Rear setbacks: 10 feet

(B) Building Separation. Cottages shall be separated by a minimum distance of six (6) feet. The minimum distance between all other structures, including accessory structures, shall be in accordance with building code requirements.

(c) Average Unit Size. The maximum average floor area for a cottage cluster is 1,400 square feet per dwelling unit. Community buildings shall be included in the average floor area calculation for a cottage cluster.

(d) Off-Street Parking.

(A) Required Off-Street Parking. The minimum number of required off-street parking spaces for a cottage cluster project is zero (0) spaces per unit with a floor area less than 1,000 square feet and one (1) space per unit with a floor area of 1,000 square feet or more. Spaces may be provided for individual cottages or in shared parking clusters. A credit for on-street parking shall be granted for some or all of the required off-street parking as provided in subsection (b).

(B) On-Street Credit. If on-street parking spaces meet all the standards in subsections (i)-(iv) below, they shall be counted toward the minimum off-street parking requirement.

- i. The space must be abutting the subject site;

- ii. The space must be in a location where on-street parking is allowed by the jurisdiction;
- iii. The space must be a minimum of 22 feet long; and
- iv. The space must not obstruct a required sight distance area.

17.12.060 Design standards.

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

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

(2) Main Entrance. The main entrance to a dwelling of a single-family household dwelling shall:

- (a) Face the street lot line. On a corner lot, the main entrance may face either street lot line or the corner; or
- (b) The main entrance shall open onto a covered porch that has an entrance that faces the street lot line. The porch and its roof shall each be at least 40 square feet in area and neither the width nor the depth shall be less than five feet.

(3) Curbs and Sidewalks. Provide curbs, associated drainage, and sidewalks within the right-of-way or easement for public roads and streets. Improvements installed by a developer, shall conform to the standards of this title, GMC Chapter 12.02 (street excavation requirements) and to any supplemental design and construction specifications adopted by the city for such improvements. This shall apply to new structures and Expedited Land Divisions as defined by ORS 197.360; with the following exceptions:

- (a) There is no existing sidewalks within 200 feet of the subject parcel, and no planned sidewalk network in the area as identified in the Transportation System Plan.
- (b) When sidewalks and other frontage improvements would be located on land with cross slopes greater than nine percent as shown on the site plan submitted with the building permit.

(4) Design Features. Detached single-household dwellings, duplexes, triplexes, quadplexes, townhomes, and cottage clusters shall include at least two of the following design features on each dwelling unit:

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

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

- (a) The manufactured dwelling shall be multi-sectional and enclose a space of not less than 1,000 square feet;
- (b) The manufactured dwelling shall be placed on an excavated, back-filled foundation and enclosed at the perimeter such that no more than 12 inches of the enclosing material is above grade. Where the building site has a sloped grade, no more than 12 inches of the enclosing material shall be exposed on the uphill side of the home. If the manufactured home is placed on a basement, the 12-inch limitation shall not apply;
- (c) The manufactured dwelling shall have a pitched roof of not less than three feet in height for each 12 feet in width;
- (d) The manufactured dwelling shall have exterior siding and roofing which in color, material and appearance is similar to the exterior siding and roofing material on surrounding dwellings;
- (e) The manufactured dwelling shall be certified by the manufacturer to have an exterior thermal envelope meeting performance standards equivalent to the performance standards required of single-family dwellings constructed under the Oregon Residential Specialty Code. Evidence demonstrating that the manufactured home meets “Super Good Cents” energy efficiency standards is deemed to satisfy the exterior thermal envelope certification standards. Additional manufacturer’s certification shall not be required in such cases;
- (f) The manufactured home shall have a garage or carport constructed of like materials. An attached or detached garage may be approved in lieu of a carport where such is consistent with the predominant construction of immediately surrounding dwellings.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1144 §1, 1991; Ord. 1171 §1(D), 1993; Ord. 1188 §1, 1994; Ord. 1289 §1, 2000; Ord. 1291 §1, 2000; Ord. 1499 §1 (Exh. B), 2020.

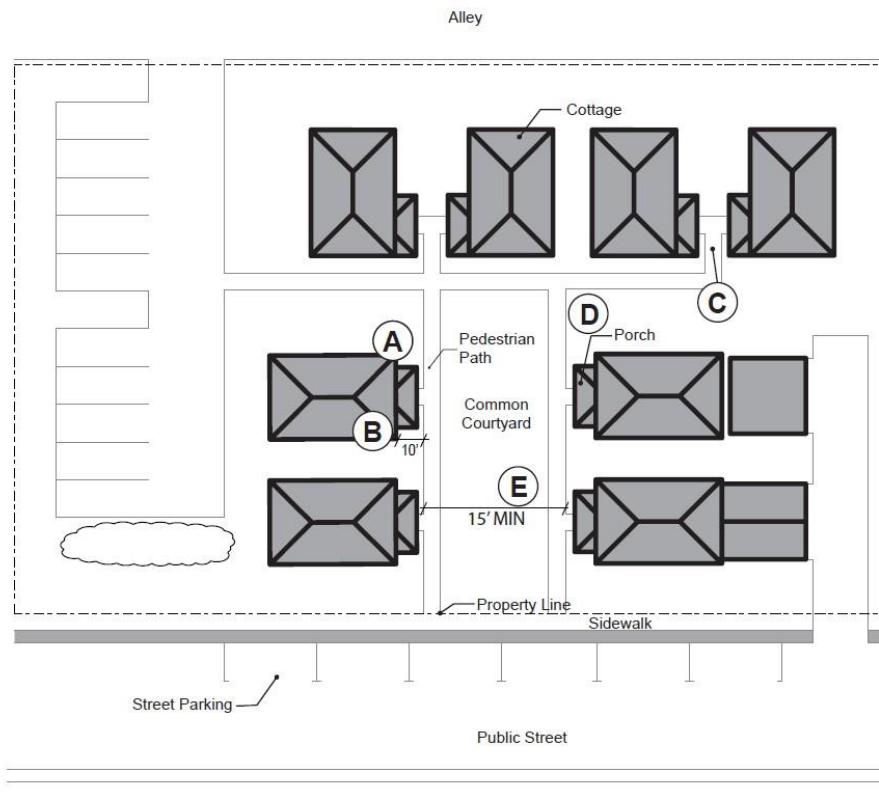
[**Ed. Note:** The publication(s) referred to or incorporated by reference in this chapter are available from the office of the City Recorder.]

17.12.065 Cottage Cluster Design Standards

The following design standards apply to cottage clusters development in the R-5 zone. Where conflicts arise between the standards within this section and elsewhere in the code, the standards of this section will supersede.

- (1) Cottage Orientation. Cottages must be clustered or abut around a common courtyard or are directly connected to it by a pedestrian path, and must meet the following standards (see Figure 1):
 - (a) Each cottage within a cluster must either abut the common courtyard or must be directly connected to it by a pedestrian path that is at least 4 ft wide.
 - (b) A minimum of 50 percent of cottages within a cluster must be oriented to the common courtyard and must:
 - (A) Have a main entrance facing the common courtyard;
 - (B) Be within 10 feet from the common courtyard, measured from the façade of the cottage to the nearest edge of the common courtyard; and
 - (C) Be connected to the common courtyard by a pedestrian path.
 - (c) Cottages within 20 feet of a street property line may have their entrances facing the street.
 - (d) Cottages not facing the common courtyard or the street must have their main entrances facing a pedestrian path that is directly connected to the common courtyard.

Figure 1. Cottage Cluster Orientation and Common Courtyard Standards



(2) Common Courtyard Design Standards. Each cottage cluster must share a common courtyard in order to provide a sense of openness and community of residents. Common courtyards must meet the following standards:

- (a) The common courtyard must be a single, contiguous piece.
- (b) The common courtyard must contain a minimum of 150 square feet per cottage within the associated cluster.
- (c) The common courtyard must be a minimum of 15 feet wide at its narrowest dimension.
- (d) The common courtyard shall be developed with a mix of landscaping, lawn area, pedestrian paths, and/or paved courtyard area, and may also include recreational amenities. Impervious elements of the common courtyard shall not exceed 75 percent of the total common courtyard area.
- (e) Pedestrian paths must be included in a common courtyard. Paths that are contiguous to a courtyard shall count toward the courtyard's minimum dimension and area. Parking areas, required setbacks, and driveways do not qualify as part of a common courtyard.

(3) Pedestrian Access.

- (a) An accessible pedestrian path that is at least 4 feet wide must be provided that connects the main entrance of each cottage to one or all the following:
 - (A) The common courtyard;
 - (B) Shared parking areas;

- (C) Community buildings; and
 - (D) Sidewalks in public rights-of-way abutting the site or rights-of-way if there are no sidewalks.
- (b) The pedestrian path must be hard-surfaced and a minimum of four (4) feet wide.
- (4) Parking location and access.
- (a) Off-street parking spaces and vehicle maneuvering areas shall not be located:
 - Within of 20 feet from any street property line, except alley property lines;
 - Between a street property line and the front façade of cottages located closest to the street property line.This standard does not apply to alleys.
 - (b) Off-street parking spaces shall not be located within 10 feet of any other property line, except alley property lines. Driveways and drive aisles are permitted within 10 feet of other property lines.
 - (c) Clustered parking. Off-street parking may be arranged in clusters and separated from common spaces by at least four (4) feet of landscaping.
- (5) Screening. Landscaping, fencing, or walls at least three feet tall shall separate clustered parking areas and parking structures from common courtyards and public streets.
- (6) Garages and carports.
- (a) Garages and carports (whether shared or individual) must not abut common courtyards.
 - (b) Individual attached garages up to 200 square feet shall be exempted from the calculation of maximum building footprint for cottages.
 - (c) Individual detached garages must not exceed 400 square feet in floor area.
 - (d) Garage doors for attached and detached individual garages must not exceed 20 feet in width.

CHAPTER
17.14 –

MR -
MULTI-HOUSEHOLD
RESIDENTIAL
DISTRICT

Chapter 17.14

MR—MULTI-HOUSEHOLD-RESIDENTIAL DISTRICT

Sections:

- 17.14.010 Purpose.
- 17.14.020 Uses allowed outright.
- 17.14.030 Accessory uses allowed.
- 17.14.040 Conditional uses allowed.
- 17.14.050 Dimensional standards.

17.14.010 Purpose.

The purpose of an MR district is to: implement the comprehensive plan and to provide land for households desiring to live in an environment of high density residential development with proximity to mass transit, shopping and service facilities.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2 (Part), 1990.

17.14.020 Uses allowed outright.

In an MR zoning district, the following uses and their accessory uses are allowed outright:

- (1) Duplex
- (2) Multi-family dwellings.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2 (Part), 1990; Ord. 1323 §1 (Part), 2002.

17.14.030 Accessory uses allowed.

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

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

- (a) Either the side, except a street side, or rear setback may be reduced to zero for one accessory structure provided such structure:
 - (A) Is detached from other buildings;
 - (B) Does not exceed a height of one (1) story; and
 - (C) Does not exceed a floor area of four hundred-fifty (450) square feet;
- (b) A wall of rated, fire-resistive construction may be required by the Oregon Structural Specialty Code or its successor.
- (c) When more than one accessory structure is present including a portable storage container as defined in Chapter 5.22, a setback does not apply to the portable storage container.

(2) Courtyards, Patios and Decks. The minimum side, except street side, and rear setbacks for uncovered courtyards, patios and decks in excess of thirty inches (30") in height shall be five feet (5'). The minimum front and street side setbacks for such courtyards, patios and decks shall be fifteen feet (15'). No setback shall be required for uncovered

courtyards, patios and decks thirty inches (30") or less in height. When calculating the height of a courtyard, patio or deck, railings and benches shall be excluded from the calculation.

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

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

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

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

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

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

(6) Home Occupations. Home occupations shall be subject to GMC Chapter 17.78 (home occupations).

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2 (Part), 1990; Ord. 1171 §1(F), 1993; Ord. 1323 §1, 2002; Ord. 1392 § 4, 2007.

17.14.040 Conditional uses allowed.

In an MR zoning district, the following uses and their accessory uses are allowed subject to GMC Chapter 17.70 (conditional uses):

(1) Detached Single-household dwelling, Triplex, Quadplex, Townhouse, and Cottage Clusters.

(2) Church and associated buildings and structures.

(3) Community center, day care center, meeting hall.

(4) Mobile home park.

(5) Nursing homes and homes for the aged.

(6) School and associated structures and facilities.

(7) Utility facility provided no outside storage is involved.

(8) Local commercial uses listed under GMC Section 17.16.020 (uses permitted outright).

(9) Foster homes.

(10) Group homes.

(11) Planned unit development.

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1 (Part), 2002.

17.14.050 Dimensional standards.

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

| | | |
|---------------------------|--|---|
| Minimum Lot Area | | |
| Detached single household | 5,000 sf | |
| Duplex | 3,000 sf | |
| Multi-household dwellings | 3,000 sf + 1,000 sf per dwelling unit | |
| Other uses | 5,000 sf | Or as established by the Planning Commission, as provided by GMC Chapter 17.70 (Conditional Uses). |
| Minimum Setbacks | | |
| Front Setback | 20 ft | Architectural features such as cornices, eaves, gutters, chimneys and flues may project a maximum of two feet into a required setback area |
| Side Setback | 5 ft | |
| Street Side Setback | 20 ft | |
| Rear Setback | 15 ft | Townhouse projects are allowed a zero-foot side setback for lot lines where Townhouse units are attached. Cottage Cluster minimum setbacks can be reduced to 5 feet, if there is more than 150 square feet per dwelling unit of common open space provided, as define in Section 17.12.065(2). |
| Maximum Building Height | 35 ft | Vertical projections such as chimneys, spires, domes, elevator shaft housings, towers, aerials, flagpoles and similar objects not used for human occupancy are not subject to building height limitations of this subsection. |
| Minimum Vegetation | At least 20% of the total area of the lot | must be left or planted in trees, shrubs, grass, etc. |
| Minimum Density | | |
| | 80% of the maximum number of units allowed under Minimum Lot Area. | In no case shall the minimum density exceed thirty (30) units per net acre. Exception. Where an existing two-family or multi-family development is being altered or expanded, it shall not be required to comply with the |

| | | |
|-----------------|------|--|
| | | <p>minimum density standard provided the alteration or expansion does not result in a net loss of units.</p> <p>Mobile home parks shall provide a minimum density of eight (8) units per net acre.</p> |
| Maximum Density | None | |

(1) All PUDs with residential uses must include a mix of two or more middle housing types for a minimum of 25% of the total dwelling units proposed

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

Statutory Reference: ORS Ch. 197, Ch. 227

History: Ord. 1131 §2, 1990; Ord. 1289 §1, 2000; Ord. 1323 §1, 2002.

17.14.055 Cottage Cluster Standards.

The following dimensional standard apply to cottage clusters development in the R-5 zone. Where conflicts arise between the standards within this section and elsewhere in the code, the standards of this section will supersede.

(1) Dimensional Standards

(a) Minimum Lot Size and Dimensions. Cottage clusters shall meet the minimum lot area that apply to detached single family dwellings in the R-5 zone.

(b) Setbacks and Building Separation.

(A) Setbacks. Cottage clusters shall meet the minimum setback standards:

- Front setbacks: 10 feet
- Side setbacks: 5 feet
- Rear setbacks: 10 feet

(B) Building Separation. Cottages shall be separated by a minimum distance of six (6) feet. The minimum distance between all other structures, including accessory structures, shall be in accordance with building code requirements.

(c) Average Unit Size. The maximum average floor area for a cottage cluster is 1,400 square feet per dwelling unit. Community buildings shall be included in the average floor area calculation for a cottage cluster.

(d) Off-Street Parking.

(A) Required Off-Street Parking. The minimum number of required off-street parking spaces for a cottage cluster project is zero (0) spaces per unit with a floor area less than 1,000 square feet and one (1) space per unit with a floor area of 1,000 square feet or more. Spaces may be provided for individual cottages or in shared parking clusters. A credit for on-street parking shall be granted for some or all of the required off-street parking as provided in subsection (b).

(B) On-Street Credit. If on-street parking spaces meet all the standards in subsections (i)-(iv) below, they shall be counted toward the minimum off-street parking requirement.

- (i) The space must be abutting the subject site;
- (ii) The space must be in a location where on-street parking is allowed by the jurisdiction;
- (iii). The space must be a minimum of 22 feet long; and
- (iv) The space must not obstruct a required sight distance area.

(2) Design Standards

The following design standards apply to cottage clusters development in the MR zone. Where conflicts arise between the standards within this section and elsewhere in the code, the standards of this section will supersede.

(a) Cottage Orientation. Cottages must be clustered or abut around a common courtyard or are directly connected to it by a pedestrian path, and must meet the following standards (see Figure 1):

(A) Each cottage within a cluster must either abut the common courtyard or must be directly connected to it by a pedestrian path that is at least 4 ft wide.

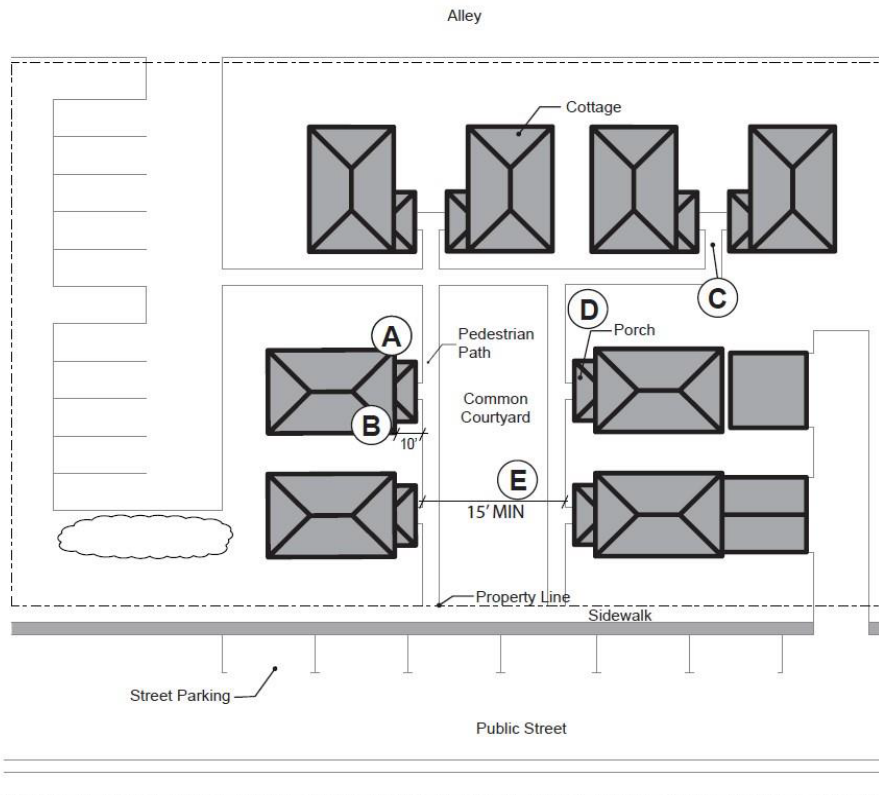
(B) A minimum of 50 percent of cottages within a cluster must be oriented to the common courtyard and must:

- (i) Have a main entrance facing the common courtyard;
- (ii) Be within 10 feet from the common courtyard, measured from the façade of the cottage to the nearest edge of the common courtyard; and
- (iii) Be connected to the common courtyard by a pedestrian path.

(C) Cottages within 20 feet of a street property line may have their entrances facing the street.

(D) Cottages not facing the common courtyard or the street must have their main entrances facing a pedestrian path that is directly connected to the common courtyard.

Figure 1. Cottage Cluster Orientation and Common Courtyard Standards



(b) Common Courtyard Design Standards. Each cottage cluster must share a common courtyard in order to provide a sense of openness and community of residents. Common courtyards must meet the following standards:

- (A) The common courtyard must be a single, contiguous piece.
- (B) The common courtyard must contain a minimum of 150 square feet per cottage within the associated cluster.
- (C) The common courtyard must be a minimum of 15 feet wide at its narrowest dimension.
- (D) The common courtyard shall be developed with a mix of landscaping, lawn area, pedestrian paths, and/or paved courtyard area, and may also include recreational amenities. Impervious elements of the common courtyard shall not exceed 75 percent of the total common courtyard area.
- (E) Pedestrian paths must be included in a common courtyard. Paths that are contiguous to a courtyard shall count toward the courtyard's minimum dimension and area. Parking areas, required setbacks, and driveways do not qualify as part of a common courtyard.

(c) Pedestrian Access.

(A) An accessible pedestrian path that is at least 4 feet wide must be provided that connects the main entrance of each cottage to one or all the following:

- (i) The common courtyard;
- (ii) Shared parking areas;

- (iii) Community buildings; and
- (iv) Sidewalks in public rights-of-way abutting the site or rights-of-way if there are no sidewalks.
- (B) The pedestrian path must be hard-surfaced and a minimum of four (4) feet wide.
- (d) Parking location and access.
 - (A) Off-street parking spaces and vehicle maneuvering areas shall not be located:
 - Within of 20 feet from any street property line, except alley property lines;
 - Between a street property line and the front façade of cottages located closest to the street property line. This standard does not apply to alleys.
 - (B) Off-street parking spaces shall not be located within 10 feet of any other property line, except alley property lines. Driveways and drive aisles are permitted within 10 feet of other property lines.
 - (C) Clustered parking. Off-street parking may be arranged in clusters and separated from common spaces by at least four (4) feet of landscaping.
- (e) Screening. Landscaping, fencing, or walls at least three feet tall shall separate clustered parking areas and parking structures from common courtyards and public streets.
- (f) Garages and carports.
 - (A) Garages and carports (whether shared or individual) must not abut common courtyards.
 - (B) Individual attached garages up to 200 square feet shall be exempted from the calculation of maximum building footprint for cottages.
 - (C) Individual detached garages must not exceed 400 square feet in floor area.
 - (D) Garage doors for attached and detached individual garages must not exceed 20 feet in width.

CHAPTER
17.38 –

PLANNED
UNIT
DEVELOPMENT

Chapter 17.38

PLANNED UNIT DEVELOPMENT

Sections:

- 17.38.010 Purpose.
- 17.38.020 Applicability.
- 17.38.030 Uses permitted outright.
- 17.38.040 Accessory uses.
- 17.38.050 Conditional uses.
- 17.38.060 Development standards.
- 17.38.070 Submittal requirements.
- 17.38.080 Review and approval.

17.38.010 Purpose.

The purpose of a planned unit development is to:

- (1) Encourage a more creative and flexible approach in the development of land consistent with the uses of the underlying zoning district(s).
- (2) Promote the retention of open space for integration in an efficient and aesthetically desirable manner with the overall development.
- (3) Provide the opportunity for a mixture of land uses in a creative approach to development by allowing flexibility in design, building placement, circulation, off-street parking areas, and use of open space.
- (4) Foster variety in a development pattern that is consistent with the goals and policies of the comprehensive plan.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990.

17.38.020 Applicability.

A PUD may be established on a site of at least eighty thousand square feet in any zoning district or combination thereof. A PUD shall not be established on less than eighty thousand square feet unless the Planning Commission finds that a smaller site is suitable due to special features, such as topography, geography, size and shape, or other unique features.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990.

17.38.030 Uses permitted outright.

Uses permitted outright are those uses listed as primary uses in the zone(s) in which the development is located.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990.

17.38.040 Accessory uses.

The following uses may be allowed when developed in conjunction with a primary use:

- (1) Accessory structures consistent with the primary uses of the underlying zoning district(s).
- (2) Recreational facilities including, but not limited to, swimming pools, tennis courts, and playgrounds.

(3) Offices, buildings, and facilities required for the operation, administration, and maintenance of the PUD and for recreation purposes, such as golf courses, recreation rooms, and vehicle storage areas.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990.

17.38.050 Conditional uses.

Conditional uses may be established within a residentially zoned PUD, pursuant to GMC Chapter 17.70 (conditional use). Approval shall not be granted unless the proposal satisfies the criteria set forth in the special use requirements of GMC Chapter 17.62 (special uses):

- (1) Schools, libraries, community hall.
- (2) Retirement homes, group homes, day care centers.
- (3) Churches.
- (4) Utility facility (provided no outside storage is involved), fire station or similar public service facility.
- (5) Medical/dental office when fronting a collector or minor arterial.
- (6) Convenience establishments of a commercial and service nature, including stores, laundry, dry cleaning, beauty shops, barber shops, and convenience grocery stores (but specifically excluding gas stations, repair garages, drive-in restaurants, and taverns), provided:
 - (a) Such convenience establishments are an integral part of the general plan of development and provide facilities related to the needs of the prospective residents;
 - (b) Such convenience establishments and their parking, loading, and maneuvering areas shall occupy an area not exceeding a ratio of one-half (1/2) acre per one hundred (100) dwelling units;
 - (c) Such convenience establishments will be located, designed, and operated to efficiently service the needs of persons residing in the planned unit development and not persons residing elsewhere;
 - (d) Such convenience establishments will not, by reason of location, construction, manner of hour of operation, signs, lighting, parking, traffic, or other characteristics, have adverse impacts on residential uses within or adjoining the PUD;
 - (e) Such convenience establishments shall not have building permits issued for their construction until at least one hundred (100) dwelling units are constructed within the PUD.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990.

17.38.060 Development standards.

In consideration of a planned unit development, the requirements of the city's development standards shall be observed unless modified by this section or as follows:

- (1) Site Adaption. To the maximum extent possible, the plan and design of the development shall assure the natural and/or unique features of the environment are preserved.
- (2) Lot Arrangement. All lots within the development shall have reasonable access to open space, recreational features, or service amenities. Care shall be taken to ensure adequate lot width for easements and building footprints in residential areas.

(3) Access. No individual lot street frontage is required when such lots are shown to have adequate access in a manner that is consistent with the purposes and objectives of this title.

(4) Setbacks:

(a) The minimum front and street side setbacks shall be twenty feet (20') for residential uses, except for middle housing development as regulated by the underlying base zone. No front or street side setbacks shall be required for other uses;

(b) The minimum side and rear setbacks shall be three feet (3');

(c) Setbacks for the perimeter of the planned unit development shall be the same as required for the underlying zoning district, except for middle housing development as regulated by the underlying base zone. When a lot line abuts a more restrictive zoning district, the setback of the more restrictive zoning district shall apply. Exceptions to this requirement may be granted pursuant to the conditional use review process for the planned unit development and subject to the following criteria:

(A) The size, shape, topography or allowed use of the adjoining property is such that impacts occurring to this property from setback infringement would be negligible, and

(B) The design of the planned unit development would be superior because of such a setback infringement, and

(C) The exception would be consistent with this title and the comprehensive plan.

(5) Community Services. The city may request dedication of proposed open space which is reasonably suited for use as a public park or other recreation or community purpose, taking into consideration such action as size, shape, topography, access, location, or other unique features.

(6) Building Height. Buildings shall not exceed a height of thirty-five feet (35') except as follows:

(a) Limits may be increased by one story if the building is provided with an approved automatic fire-extinguishing system throughout as provided in Section 507 of the Structural Specialty and Fire Life Safety Code edition of the current Uniform Building Code;

(b) Vertical projections such as chimneys, spires, domes, elevator shaft housings, towers, aerials, flagpoles and similar objects not used for human occupancy are not subject to building height limitations of this subsection.

(7) Open Space:

(a) All PUDs shall have a minimum of twenty percent (20%) of the gross site area retained in open space. Such open space shall include school access routes, bicycle trails, natural or landscaped buffer areas, covered bus stops, or recreational facilities;

(b) All improvements associated with the open space shall be constructed or guaranteed consistent with provisions of GMC Chapter 17.96 (improvement guarantees);

(c) Ownership of open space shall be in one of the following manners:

(A) A homeowners association in common for all owners within the development may be approved; membership shall be mandatory and in perpetuity and dissolution of such an association cannot occur without Planning Commission approval;

(B) Dedication of the open space to the city for management as public property may be approved by the Planning Commission and the City Council;

(C) Conservation easements may be approved when the Planning Commission determines such easements will protect the intent and purpose of this code and will be in the public interest.

(8) Off-street parking shall be required pursuant to GMC Chapter 17.48 (off-street parking and loading).
Additionally:

- (a) Parking may be provided on each lot or in designated parking areas close to the dwelling units they serve.
- (b) Guest parking may be required in consideration of street width, traffic volume, transit amenities, and pedestrian circulation;
- (c) Recreational vehicle parking may be required. If required, it shall be located so as to be compatible with the surrounding development, including adjacent properties.

(9) Density. Planned unit development shall be subject to the residential base densities and minimum densities per net acre identified in the underlying zoning district(s).

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990; Ord. 1289 §1, 2000; Ord. 1323 §1, 2002.

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

17.38.070 Submittal requirements.

In addition to complying with the submittal requirements of GMC Chapters 17.32 (subdivisions) and 17.70 (conditional uses), the applicant shall submit the following:

- (1) A statement of the general purpose of the project and an explanation of all features pertaining to uses and other pertinent matters not readily identifiable in map form.
- (2) A table showing:
 - (a) The total number of acres;
 - (b) The percent distribution by use;
 - (c) The percent of nonresidential uses, such as off-street parking, streets, parks, open space, recreational areas, commercial uses, industrial uses, public facilities, and any other appropriate delineations;
 - (d) The overall density of residential development, with a breakdown of density by dwelling types;
 - (e) The construction schedule for the phasing and timing of each portion of the development.
- (3) A draft of the proposed restrictive covenants, easements, and reservations of non-dedicated open space.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002.

17.38.080 Review and approval.

Review and approval of a planned unit development shall be subject to GMC Chapters 17.32 (subdivisions) and 17.70 (conditional uses). Approval of a planned unit development shall expire if a final plat consistent with the tentative plan is not submitted to the City Administrator or designee within one year of the date of the final decision unless a time extension is granted pursuant to GMC Section 17.70.040 (time limit on permit).

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002.

CHAPTER 17.48 –

OFF-STREET PARKING AND LOADING

Chapter 17.48

OFF-STREET PARKING AND LOADING

Sections:

- 17.48.010 Applicability.
- 17.48.020 Single-family and two-family residential standards.
- 17.48.030 Standards for developments subject to design review.
- 17.48.040 Design requirements for permanent off-street parking and loading.
- 17.48.050 Bicycle parking standards.
- 17.48.060 Car pool and van pool parking.

17.48.010 Applicability.

Off-street parking and loading standards shall apply to all development permits.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990; Ord. 1289 §1, 2000.

17.48.020 Single-household and middle housing residential standards.

At the time of construction or substantial exterior improvement of a single-household dwelling or middle housing dwelling unit, a minimum of one off-street parking space per dwelling unit shall be provided.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990; Ord. 1289 §1, 2000.

17.48.030 Standards for developments subject to design review.

At the time of construction, enlargement, or change of use of any structure or development subject to GMC Chapter 17.80 (Design Review), except as provided in the C-2 district, off-street parking spaces shall be provided as follows unless greater requirements are otherwise established under this title:

(1) Calculation of Parking Requirements.

(a) Square Footage as Basis for Requirement. Where square feet of the structure or use is specified as the basis for the parking requirement, the calculation shall be based on the gross leasable area (GLA).

(b) Number of Employees as Basis of Requirement. When the number of employees is specified as the basis for the parking space requirement, the calculation shall be based on the number of employees working on the premises during the largest shift at peak season.

(c) If more than one use occupies a single structure or lot, the total minimum and maximum parking requirements for the structure or lot shall be the sum of the requirements for all uses. Where it can be shown that the peak parking demands are actually less (i.e., the uses operate on different days or at different times of the day), the total requirements may be reduced accordingly to the use with highest minimum parking requirement.

(d) When calculation of a minimum or maximum parking requirement results in a fractional space requirement, such fraction shall be rounded down to the nearest whole number.

(e) Owners of two or more uses, structures or lots may agree to utilize jointly the same parking and loading spaces when the peak hours of operation do not substantially overlap. Satisfactory legal evidence shall be presented to establish the joint use. Shared parking spaces shall be included in the calculation of the minimum parking requirement for each of the joint users. For the purpose of calculating the maximum permitted parking for each of the joint users, shared spaces shall be apportioned between the joint users.

(f) On-street parking may count towards fulfilling the off-street parking requirements where on-street parking is allowed and the applicant can demonstrate that on-street parking is available. On-street parking must be available on the subject site's frontage in order to be credited towards the off-street parking requirement. On-street parking credited for a specific use may not be used exclusively by that use, but shall be available for general public use at all times. No signs or actions limiting general public use of on-street spaces is permitted.

(g) Parking spaces fulfilling the minimum off-street parking space requirement shall not be used for display or storage and shall not be rented, leased or assigned to any other person or organization, except as authorized under subsection (l)(e) of this section.

(h) Off-Site Parking. For multi-household dwellings, the vehicle parking spaces required by this chapter may be located on another parcel of land, provided the parcel is within 500 feet walking distance of the use it serves. The distance from the parking area to the use shall be measured from the nearest parking space to a building entrance, following a sidewalk or other pedestrian route. The right to use the off-site parking must be evidenced by a recorded deed, lease, easement, or similar written instrument.

(2) Minimum and maximum permitted parking.

(a) The number of surface parking spaces provided at no charge for a particular use shall not be less than the minimum nor exceed the maximum parking ratios identified for that use in Table 1. Minimum parking ratios for those uses not identified in Table 1 (below) shall be determined by the Planning commission during design review.

(b) For purposes of the maximum parking ratios identified in Table 1 (below), Zone A shall include those areas where 20-minute peak hour transit service is provided within a one-quarter (1/4) mile walking distance for bus transit stops or stations or one-half (1/2) mile walking distance for high capacity transit stops or stations. Zone B shall include all other areas.

(c) The following types of parking spaces are exempt from the maximum parking ratios:

- (A) Parking spaces in parking structures;
- (B) Fleet parking spaces;
- (C) Parking spaces used to store vehicles that are for sale, lease or rent;
- (D) Employee carpool parking spaces that are clearly delineated with signs;
- (E) Dedicated valet parking spaces.

(d) Upon expansion of a nonconforming development or nonconforming use that does not comply with minimum or maximum parking ratios, additional parking spaces shall be provided as follows:

(A) If the existing number of parking spaces is less than the minimum parking ratio in Table 1 (below), the number of additional parking spaces required shall be based only on the floor area or capacity added and not on the area or capacity existing prior to the expansion.

(B) If the existing number of parking spaces exceeds the maximum parking ratio in Table 1 (below), additional parking spaces may only be provided if compliance with the maximum parking ratio will be met for the entire development or use following the expansion.

(e) Exceptions to the minimum and maximum parking ratios may be granted pursuant to GMC Section 17.80.090 (minor exception). Exceptions exceeding twenty-five percent (25%) of the requirement shall be subject to GMC Chapter 17.72 (variances).

| 17.48.030 Table 1 | | | | |
|---|---|--|---|---|
| MINIMUM AND MAXIMUM OFF-STREET PARKING REQUIREMENTS | | | | |
| USE | | MINIMUM REQUIRED | ZONE A MAX. ALLOWED | ZONE B MAX. ALLOWED |
| (1) RESIDENTIAL USES | | | | |
| (a) | Single-household Dwelling | 1 space | Not Applicable | Not Applicable |
| (b) | Duplex, Triplex, Quadplex, Townhouse, Cottage | 1 space per dwelling unit | Min: None Max: None | Not Applicable |
| (c) | Multi-Family Dwelling | 1.5 spaces per dwelling unit | | Not Applicable |
| (cd) | Rooming-house or Boarding-house | Spaces equal to eighty percent (80%) of the number of guest accommodations plus one additional space for the owner or manager | Not Applicable | Not Applicable |
| (de) | Senior Housing Center | .5 spaces per residential suite | Not Applicable | Not Applicable |
| (2) COMMERCIAL RESIDENTIAL USES | | | | |
| (a) | Hotel or Motel | 1 space per guest room or suite plus 1 additional space for the owner or manager and 1 space per 2 employees | Not Applicable | Not Applicable |
| (3) INSTITUTIONAL USES | | | | |
| (a) | Welfare or Correctional Institution, Nursing Home or Homes for the Aged | 1 space per 10 beds for patients or inmates plus 1 space per 2 employees | Not Applicable | Not Applicable |
| (b) | Convalescent Hospital | 1 space per 4 beds | Not Applicable | Not Applicable |
| (c) | Hospital | 1.5 spaces per bed | Not Applicable | Not Applicable |
| (4) PLACES OF PUBLIC ASSEMBLY | | | | |
| (a) | Church | 1 space per 6 seats or 8 feet of bench length in the main auditorium or 75 square feet of floor area of a main auditorium not containing fixed seats | .6 space per seat or 1.33 feet of bench length in the main auditorium or 12.5 square feet of floor area of a main auditorium not containing fixed seats | .8 space per seat or 1.33 feet of bench length in the main auditorium or 12.5 square feet of floor area of a main auditorium not containing fixed seats |
| (b) | Library, Reading Room | 1 space per 400 square feet plus 1 space per 2 employees | Not Applicable | Not Applicable |
| (c) | Preschool, Nursery, Kindergarten, Day Care Center | 2 spaces per full-time staff person | Not Applicable | Not Applicable |
| (d) | Primary or Middle School | 1 space per classroom plus 1 space per administrative employee plus 1 space per 4 seats or 8 feet of bench length in the main auditorium or 75 square feet of floor area of a main | Not Applicable | Not Applicable |

| 17.48.030 Table 1 | | | | |
|---|--|--|---|---|
| MINIMUM AND MAXIMUM OFF-STREET PARKING REQUIREMENTS | | | | |
| USE | | MINIMUM REQUIRED | ZONE A MAX. ALLOWED | ZONE B MAX. ALLOWED |
| | | auditorium not containing fixed seats | | |
| (e) | High School, College or Commercial School for Adults | 1 space per classroom plus 1 space per administrative employee plus 1 space for each 6 students or 1 space per 4 seats or 8 feet of bench length in the main auditorium, whichever is greater | 1.5 spaces per classroom plus 1.5 spaces per administrative employee plus 1.5 spaces for each 6 students or 1.5 spaces per 4 seats or 8 feet of bench length in the main auditorium, whichever is greater | 1.5 spaces per classroom plus 1.5 spaces per administrative employee plus 1.5 spaces for each 6 students or 1.5 spaces per 4 seats or 8 feet of bench length in the main auditorium, whichever is greater |
| (f) | Non-School Auditorium, Meeting Room, Community or Senior Center | 1 space per 6 seats or 8 feet of bench length in an assembly room or 75 square feet of floor area of an assembly room not containing fixed seats, plus 1 space for each administrative employee, plus 1 space for each classroom for lounge, plus requirements for other uses included in the building | Not Applicable | Not Applicable |
| (5) COMMERCIAL AMUSEMENT | | | | |
| (a) | Stadium, Arena, Theater | 1 space per 4 seats or 8 feet of bench length | .4 space per seat or 2 feet of bench length | .5 space per seat or 2 feet of bench length |
| (b) | Bowling Alley | 3 spaces per alley | Not Applicable | Not Applicable |
| (c) | Dancehall | 1 space 100 square feet plus 1 space per 2 employees | Not Applicable | Not Applicable |
| (d) | Skating Rink | 1 space per 200 square feet plus 1 space per 2 employees | Not Applicable | Not Applicable |
| (e) | Sports Club/Recreation Facility | 4.3 spaces per 1,000 square feet | 5.4 spaces per 1,000 square feet | 6.5 spaces per 1,000 square feet |
| (f) | Tennis/Racquetball Court | 1 space per 1,000 square feet | 1.3 spaces per 1,000 square feet | 1.5 spaces per 1,000 square feet |
| (6) COMMERCIAL USE | | | | |
| (a) | Retail Store | 1 space per 300 square feet | 1 space per 196 square feet | 1 space per 161 square feet |
| (b) | Service or Repair Shop, Retail Store Handling Exclusively Bulky Merchandise Such as Automobiles or Furniture | 1 space per 600 square feet | 1 space per 294 square feet | 1 space per 161 square feet |
| (c) | Bank | 1 space per 300 square feet | 1 space per 185 square feet | 1 space per 154 square feet |
| (d) | Office | 1 space per 370 square feet | 1 space per 294 square feet | 1 space per 244 square feet |
| (e) | Medical, Dental Clinic | 1 space per 256 square feet | 1 space per 204 square feet | 1 space per 170 square feet |

| 17.48.030 Table 1 | | | | |
|---|--|--|----------------------------|----------------------------|
| MINIMUM AND MAXIMUM OFF-STREET PARKING REQUIREMENTS | | | | |
| USE | | MINIMUM REQUIRED | ZONE A MAX. ALLOWED | ZONE B MAX. ALLOWED |
| (f) | Eating or Drinking Establishment Except Fast Food Restaurant with Drive-Thru | 1 space per 300 square feet | 1 space per 52 square feet | 1 space per 44 square feet |
| (g) | Fast Food Restaurant with Drive-Thru | 1 space per 300 square feet | 1 space per 81 square feet | 1 space per 67 square feet |
| (h) | Mortuary | 1 space per 6 seats or 8 feet of bench length in chapels | Not Applicable | Not Applicable |
| (7) INDUSTRIAL USES | | | | |
| <i>(a) Manufacturing and Processing</i> | | | | |
| Less than 25,000 square feet | | 1 space per 600 square feet | Not Applicable | Not Applicable |
| Greater than or equal to 25,000 square feet and less than 50,000 square feet | | 1 space per 700 square feet | Not Applicable | Not Applicable |
| Greater than or equal to 50,000 square feet and less than 80,000 square feet | | 1 space per 800 square feet | Not Applicable | Not Applicable |
| Greater than or equal to 80,000 square feet and less than 200,000 square feet | | 1 space per 1,000 square feet | Not Applicable | Not Applicable |
| Greater than or equal to 200,000 square feet | | 1 space per 2,000 square feet | Not Applicable | Not Applicable |
| <i>(b) Warehousing and Distribution</i> | | | | |
| Less than 50,000 square feet | | 1 space per 2,000 square feet | Not Applicable | Not Applicable |
| Greater than or equal to 50,000 square feet and less than 150,000 square feet | | 1 space per 5,000 square feet | Not Applicable | Not Applicable |
| Greater than or equal to 150,000 square feet | | 1 space per 5,000 square feet | Not Applicable | Not Applicable |
| (c) | Rail and Trucking Terminal | 1 space per employee | Not Applicable | Not Applicable |
| (d) | Wholesale Establishment | 1 space per employee plus 1 space per 700 square feet of patron service area | Not Applicable | Not Applicable |

| 17.48.030 FIGURE 1 | |
|-------------------------------------|-------------|
| OFF-STREET PARKING DESIGN STANDARDS | |
| Parallel Parking | 45° Parking |
| Minimum Turning Radius | 60° Parking |
| | 90° Parking |

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990; Ord. 1269 §1, 1998; Ord. 1282 §1, 1998; Ord. 1298 §1, 2000; Ord. 1483 §2 (Exh. 5), 2017.

17.48.040 Design requirements for permanent off-street parking and loading.

All structures and developments subject to design review shall provide permanent off-street parking and loading as follows:

(1) Parking and Loading:

- (a) Parking and loading areas shall be paved with asphalt and/or concrete meeting city standards, maintained adequately for all weather use and so drained as to avoid flow of water across public sidewalks;
- (b) Off-street parking and loading areas shall be screened from abutting properties located in a residential zoning district unless such abutting properties are developed with nonresidential uses. Required screening shall be accomplished by building placement, a landscaped earth berm or a sight-obscuring fence or hedge. Required screening shall be a minimum of six feet high and shall not conflict with GMC Chapter 17.54 (clear vision).
- (c) Areas for standing and maneuvering vehicles, other than for the off-street parking and storage of truck tractors and/or semitrailers, shall be paved with an asphalt and/or concrete surface meeting city standards. The parking of truck tractors and/or semitrailers in off-street parking areas used exclusively for the parking and/or storage of said vehicles may be allowed utilizing a durable and dustless surface other than an asphalt and/or concrete surface. Such surface must be graded, compacted and surfaced in such a manner that it will adequately support these vehicles, including trailer standing gear, will not produce dust, will not produce tracking of mud or other materials onto adjoining streets or properties, and otherwise complies with other applicable provisions of this code.

(2) Parking:

- (a) Required parking spaces shall be located not further than 200 feet from the building or use they are required to serve, measured in a straight line from the building;
- (b) Required parking shall be provided in the same zoning district or a different zoning district of a more intensive use;
- (c) In no case shall required parking for a commercial or industrial use be provided in a residential district, except for approved conditional uses;
- (d) Groups of more than four parking spaces shall be permanently marked and so located and served by driveways that their use will require no backing movements or other maneuvering within a street right-of-way other than an alley;
- (e) Parking spaces along the outer boundaries of a parking lot shall be contained by a curb at least four inches high and setback a minimum of five feet from the property line. A bumper rail may be substituted for a curb;
- (f) Off-street parking and loading areas, including parking spaces and access aisles, shall meet or exceed the minimum dimensional standards identified in Tables 2 and 3 and Figure 1 (of this chapter). Access aisles shall be of sufficient width for all vehicular turning and maneuvering;
- (g) Up to 50 percent of required parking spaces may be provided for compact cars;
- (h) Parking areas shall be designed, to the maximum extent practicable, to avoid large, uninterrupted rows of parking spaces.

(3) Loading:

- (a) A driveway designed for continuous forward flow of passenger vehicles for the purpose of loading and unloading passengers shall be located on the site of any school having a capacity greater than 25 students;

(b) Buildings or structures to be built or substantially altered which receive and distribute material or merchandise by truck shall provide and maintain off-street loading berths in sufficient numbers and size to adequately handle the needs of the particular use. If loading space has been provided in connection with an existing use or is added to an existing use, the loading space shall not be eliminated if elimination would result in less space than is required to adequately handle the needs of the particular use;

(c) Off-street parking areas used to fulfill the requirements of this section shall not be used for loading and unloading operations except during periods of the day when not required to take care of parking needs;

(d) Loading facilities shall be located at least 20 feet from residential property. Loading spaces shall be located on the site and directly accessible to the main structure.

| 17.48.040 Table | | | |
|-------------------------------------|-------------|-------------|-------------|
| STANDARD PARKING DIMENSIONS IN FEET | | | |
| Parking Angle | Stall Width | Stall Depth | Aisle Width |
| 45° | 9.5' | 18.0' | 14.0' |
| 60° | 9.5' | 18.0' | 16.0' |
| 90° | 9.5' | 18.0' | 24.0' |

| 17.48.040 Table | | | |
|------------------------------------|-------------|-------------|-------------|
| COMPACT PARKING DIMENSIONS IN FEET | | | |
| Parking Angle | Stall Width | Stall Depth | Aisle Width |
| 45° | 8.5' | 16.0' | 14.0' |
| 60° | 8.5' | 16.0' | 16.0' |
| 90° | 8.5' | 16.0' | 24.0' |

(e) Exceptions and Adjustments. Loading areas within a street right-of-way in areas zoned mixed-use commercial in the C-2 zoning district may be approved when all of the following conditions are met:

(A) Loading areas must be signed to limit the duration of the activity, which may not exceed one hour for each loading operation.

(B) Proposed loading areas must support a use that requires infrequent loading activity. Infrequent loading activity is defined as less than three operations that occur daily between 5:00 a.m. and 12:00 a.m., or all operations that occur between 12:00 a.m. and 5:00 a.m. at a location that is not adjacent to a residential zone.

(C) The proposed loading area:

(i) Does not unreasonably obstruct traffic;

(ii) Will be limited to one loading activity at a time;

(iii) Notwithstanding Portland Avenue, does not obstruct a primary emergency response route; and

- (iv) Is acceptable to the applicable roadway authority.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990; Ord. 1298 §1, 2000; Ord. 1483 §2 (Exh. 5), 2017.

17.48.050 Bicycle parking standards.

(1) General Provisions.

(a) Applicability. Standards for bicycle parking apply to full-site design review of new construction for multi-family residential (four units and larger) and new commercial/industrial developments. The Planning Commission may grant exemptions to bicycle parking requirements in connection with temporary uses or uses that are not likely to generate the need for bicycle parking.

(b) Types of Spaces. Bicycle parking facilities shall be provided in terms of short-term bicycle parking and long-term bicycle parking. Short-term bicycle parking is intended to encourage customers and other visitors to use bicycles by providing a convenient and readily accessible place to park bicycles. Long-term bicycle parking provides a weather-protected place to park bicycles for employees, students, residents, commuters, and others who generally stay at a site for at least several hours.

(c) Minimum Number of Spaces. All developments required to comply with this section shall provide a minimum five percent bicycle parking spaces based on the city's required minimum number of automobile parking spaces. In addition, the following applies:

(A) All development shall have a minimum two short-term bicycle parking spaces; and

(B) If more than seven bicycle parking spaces are required, at least 50 percent of the spaces shall be provided as long-term bicycle parking.

(C) Notwithstanding subsection (1)(a)(A) of this section, 100 percent of all bicycle parking spaces for multi-family development of four units and more shall be provided as long-term bicycle parking.

(2) Location and Design.

(a) Short-Term Bicycle Parking. Short-term bicycle parking facilities are lockers or racks that meet the standards of this section and that are located inside a building, or located outside within 30 feet of the main entrance to the building or at least as close as the nearest vehicle parking space, whichever is closer;

(b) Long-Term Bicycle Parking. Long-term bicycle parking includes:

(A) Racks, storage rooms, or lockers in areas that are secure or monitored (e.g., visible to employees or customers or monitored by security).

(B) Covered outside bicycle parking spaces that meet the requirements of subsection (2)(g) of this section and are located within 100 feet of an entrance to the building;

(c) Signs. If the bicycle parking is not visible from the street or main building entrance, then a sign conforming to the city's standards for on-site traffic control, GMC Section 17.52.060(1), shall be posted indicating the location of the parking facilities;

(d) Rack Type and Dimensions.

(A) Bicycle racks must hold bicycles securely by the frame and be securely anchored;

(B) Bicycle racks must accommodate:

(i) Locking the frame and one wheel to the rack with a high-security U-shaped shackle lock, or approved substitute; or

- (ii) Locking the frame and both wheels to the rack with a chain or cable not longer than six feet;
- (C) The Planning Commission may approve alternate bicycle racks provided they are convenient and secure;
- (e) Bicycle parking spaces must be at least six feet long and two feet wide. An aisle five feet wide for bicycle maneuvering must be provided;
- (f) Areas set aside for required bicycle parking must be clearly marked and reserved for bicycle parking only;
- (g) Covered Parking (Weather Protection).
 - (A) When required, covered bicycle parking shall be provided in one of the following ways: inside buildings, under roof overhangs or awnings, in bicycle lockers, or within or under other structures.
 - (B) Where required covered bicycle parking is not proposed to be located within a building or locker, the cover must be permanent and designed to protect the bicycle from rainfall and provide seven-foot minimum overhead clearance.
 - (C) Where required bicycle parking is provided in lockers, the lockers shall be securely anchored.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1175 §3 (A), 1993; Ord. 1483 §2 (Exh. 5), 2017.

17.48.060 Car pool and van pool parking.

New industrial, institutional and office developments requiring full site design review, including government offices, with 50 or more employee parking spaces, shall designate at least 10 percent of the parking spaces for car pool or van pool parking. The car pool/van pool spaces shall be clearly marked “reserved – car pool/van pool only.”

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1175 §3 (B), 1993.

CHAPTER 17.62.070

MOBILE HOME PARK

17.62.070 Mobile home park.

Mobile home parks shall meet the requirements of Chapter 446, Oregon Revised Statutes, and the Rules and Regulations Governing the Construction and Sanitary Operation of Travelers' Accommodations and Trailer Parks adopted by the Oregon State Board of Health. In addition, the following minimum standards shall apply:

(1) **Parking Space Requirement.** A parking space shall be provided for each mobile home space on the site. In addition, guest parking spaces shall be provided in every mobile home park within two hundred feet (200') of the mobile home spaces served and at a ratio of one parking space for each two (2) mobile home spaces. Parking spaces shall have durable and dustless surfaces adequately maintained for all-weather use and shall be properly drained.

(2) **Fencing and Landscaping.** A sight-obscuring fence or hedge not more than six feet (6') high shall enclose the mobile home park except at points of ingress and egress. A built-up fence, as distinguished from a hedge, shall be so located as to conform to front and side yard requirements of the zoning district and suitable landscaping shall be provided in the required yard.

(3) **Density Standards:**

(a) Maximum density shall be ten (10) units per net acre;

(b) Minimum density shall be eight (8) units per net acre.

(4) **Yard Requirements.** Front yard from abutting street shall be at least twenty-five feet (25') but no closer than fifty feet (50') from the center of the road. Side and rear yards shall be at least thirty feet (30') from any interior property line abutting property zoned R-7.2. Side and rear yard shall be at least ten feet (10') from any interior property line. Each mobile home park shall be divided into spaces for each dwelling unit and each space shall have a minimum side and rear yard of five feet (5') from an adjoining space.

(5) **Recreation Area.** A minimum of four thousand (4,000) square feet of recreation area shall be provided for each gross acre of land in the proposed mobile home park. The recreation area may be in one or more locations in the park. At least one recreation area shall have a minimum size of ten thousand (10,000) square feet. The recreational site or sites are to be of a size and shape adequate for the intended use and location shall be convenient to all mobile home sites in the park.

(6) **Area.** The minimum area of a mobile home park shall be one (1) acre.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990; Ord. 1289 §1, 2000.

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

CHAPTER 17.76 EXCEPTIONS

Chapter 17.76

EXCEPTIONS

Sections:

- 17.76.010 Exceptions—Generally.
- 17.76.020 Nonconforming uses and nonconforming developments.
- 17.76.030 Lot size requirements.
- 17.76.040 Setback requirements.

17.76.010 Exceptions—Generally.

Exceptions to the requirements of this title may be granted under the provisions of this chapter.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002.

17.76.020 Nonconforming uses and nonconforming developments.

(1) Continuance of a Nonconforming Use or a Nonconforming Development: Alteration of a Nonconforming Development. Except as provided herein, a nonconforming use may be continued but may not be altered or extended. The extension of a nonconforming use to a portion of a development which was arranged or designed for the nonconforming use at the time of passage of the ordinance codified in this title is not an enlargement or expansion of a nonconforming use. A nonconforming development which conforms with respect to use may be altered or extended provided the alteration or extension conforms to the standards of this title.

(2) Discontinuance of a Nonconforming Use. If a nonconforming use is discontinued for a period of one (1) year, further use of the property shall conform to this title.

(3) Maintenance. Normal maintenance of structures and premises that are part of a nonconforming use shall be permitted provided there are no significant use or structural alterations. Normal maintenance may include painting, roofing, siding, interior remodeling, electrical work, plumbing work, re-paving of access roads and parking/loading areas, replacement of landscaping elements or other similar tasks. Normal maintenance does not include increasing the number of dwelling units, constructing new structures or constructing additions to existing structures except to the extent that an addition is necessary to render a structure accessible to the disabled.

(4) Alterations Required by Law. Alteration of a nonconforming use shall be permitted when necessary to comply with any lawful requirement for alteration of the use or structures and premises associated with the use. Such alteration shall be subject to building, plumbing, electrical and other permit requirements in effect at the time the alteration is begun.

(5) Alterations Not Required by Law. A nonconforming use may be altered, expanded or changed to another nonconforming use pursuant to GMC Division VII (administrative procedures) and subject to the following criteria:

(a) The alteration, expansion or change of use will, after the imposition of conditions as authorized below, have no greater adverse impact on the neighborhood than the existing use. At a minimum, factors that shall be considered under this criterion include traffic generation, noise, vibration, smoke, dust, fumes, glare and visual compatibility with surrounding uses;

(b) Conditions of approval may be imposed on any alteration, expansion or change of use when deemed necessary to ensure the mitigation of any adverse impacts of such alteration, expansion or change of use. These conditions may include, but are not limited to, the following:

(A) Limiting the hours, days, place and manner of operation;

(B) Requiring design features that minimize environmental impacts such as noise, vibration, smoke, dust, fumes and glare;

- (C) Requiring increased setbacks, lot area, lot depth and lot width;
- (D) Limiting the building height, size, lot coverage and location on the site;
- (E) Designating the size, number, location and design of vehicle access points;
- (F) Requiring street right-of-way to be dedicated and streets to be improved;
- (G) Requiring landscaping, screening, drainage and surfacing of parking and loading areas;
- (H) Limiting the number, size, location, height and lighting of signs;
- (I) Regulating the location and intensity of outdoor lighting; and
- (J) Requiring a sight-obscuring fence or hedge to screen the nonconforming use from adjacent or nearby property.

(6) Destruction of a Nonconforming Use or a Nonconforming Development. If a nonconforming use or a nonconforming development is destroyed by any cause to an extent exceeding seventy-five percent (75%) of its fair market value as indicated by the records of the Clackamas County Assessor, a future use or development on the site shall conform to the requirements of this title. Nonconforming single-household and multi-household dwellings shall not be deemed nonconforming for the purpose of this subsection and may be replaced regardless of the extent of destruction provided the development is within the same structure footprint and that replacement commences within one (1) year of destruction.

(7) Plans Otherwise Approved. Nothing contained in this chapter shall require any change in the plans, construction, alteration or designated use of a structure for which a building permit has been approved by the city and issued by Clackamas County and for which construction has commenced prior to the adoption of the ordinance codified in this title provided that the structure, if nonconforming or intended for a nonconforming use, is completed and in use within one year of the date the building permit is issued.

(8) Residential Uses. Nonconforming single-household dwellings, nonconforming two-household and multi-household dwellings in commercial and industrial zoning districts and nonconforming two-household dwellings in the R-5 zoning district shall not be deemed nonconforming for the purpose of expansion, remodeling or alteration for residential use or for residential accessory uses provided that there is no increase in the number of dwelling units other than the addition of an accessory dwelling unit when otherwise permitted by this title. The number of stories and the area of the structure footprint of a two-household dwelling in the R-5 zoning district shall not be increased.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990; Ord. 1171 §1 (G), 1993; Ord. 1267 §1, 1998; Ord. 1291 §1, 2000; Ord. 1323 §1, 2002; Ord. 1374 §2, 2006.

17.76.030 Lot size requirements.

A lot of record that has an area less than the minimum lot area standard of the zoning district in which it is located may be developed with a use allowed in the zoning district-except that in a zoning district where dwellings are an allowed use, residential development shall be limited to one (1) single-household dwelling. Development on an undersized lot of record shall comply with other applicable standards of this title.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1131 §2, 1990; Ord. 1323 §1, 2002. Ord. 1374, 2006.

17.76.040 Setback requirements.

The following exceptions to setback requirements may be authorized for a lot in any zoning district:

(1) Average of Adjacent Front Setbacks. If there are buildings on both abutting lots which are within one hundred feet (100') of the intervening lot, and the buildings have front setbacks of less than the minimum for the zoning

district, the front setback for the intervening lot need not exceed the average front setback of the abutting lots or ten feet (10'), whichever is greater. However, in all cases the minimum front setback requirement of the zoning district shall be maintained for a garage or carport if the garage vehicle entrance or an open side of the carport faces the front lot line.

(2) Related to Abutting Front Setbacks. If there is a building on one (1) abutting lot which is within one hundred feet (100') of the lot, and this building has a front setback of less than the minimum for the zoning district, the front setback for the lot need not exceed the average of the front setback of the abutting lot and the minimum front setback for the zoning district, or ten feet (10'), whichever is greater. However, in all cases the minimum front setback requirement of the underlying zoning district shall be maintained for a garage or carport if the garage vehicle entrance or an open side of the carport faces the front lot line.

(3) Corner Lots with Frontage on a Private Street. Where a corner lot has frontage on a public street and also has frontage on a private street from which it does not receive vehicular access, the lot line abutting the private street shall be considered a side lot line for the purpose of determining the minimum setback requirement.

(4) Front Setbacks from Private Streets or Flag Lot Accesses. Where the front lot line of a lot in an R-5 or R-7.2 zoning district abuts a private street or the narrow deeded strip of land or easement providing access to a flag lot, the front setback may be reduced to ten feet (10'). However, if a garage vehicle entrance or an open side of a carport faces the front lot line, a minimum setback of twenty feet (20') shall be maintained between the garage or carport and the interior edge of the private street or flag lot access drive.

(5) Flag Lots. For the purpose of determining the minimum setback requirements for a flag lot, the designation of front, rear and side property lines may be modified to allow flexibility in the placement of structures when one or both of the following conditions apply:

(a) It is not possible to extend the narrow deeded strip of land or easement providing access to the flag lot to serve additional lots due to physical conditions such as topography or existing development; or

(b) It is not necessary to extend the narrow deeded strip of land or easement providing access to the flag lot to serve additional lots because the subject property and adjacent property are fully developed or have adequate alternative access from existing streets.

(6) Fences and walls. There shall be no minimum setback requirements for fences and walls. Compliance with GMC Chapter 17.54 (clear vision) shall be required.

(7) Through lots. In the case of a through lot, either of the lot lines separating the lot from a street other than an alley may be designated by the property owner as the front lot line with the other such lot line designated as a rear lot line. However, in a residential zoning district, a minimum setback of twenty feet (20') shall be maintained between a garage vehicle entrance or an open side of a carport and a street.

Statutory Reference: ORS Ch. 197 and 227

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

Chapter 17.80
DESIGN REVIEW*

Sections:

- 17.80.011 Objectives.
- 17.80.021 Applicability.
- 17.80.061 Submittal requirements.
- 17.80.080 Maintenance.
- 17.80.090 Minor exceptions.
- 17.80.100 Compliance.

* Prior history:

- 17.80.010 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1254 §1, 1998.
- 17.80.020 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1254 §1, 1998.
- 17.80.020 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1254 §1, 1998.
- 17.80.030 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1254 §1, 1998.
- 17.80.031 **History:** Ord. 1254 §2, 1998; Repealed by Ord. 1323 §1, 2002.
- 17.80.040 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1254 §1, 1998.
- 17.80.041 **History:** Ord. 1254 §2, 1998; Repealed by Ord. 1323 §1, 2002.
- 17.80.050 **History:** Ord. 1131 §2, 1990; Repealed by Ord. 1254 §1, 1998.
- 17.80.051 **History:** Ord. 1254 §2, 1998; Repealed by Ord. 1323 §1, 2002.
- 17.80.070 **History:** Ord. 1254 §2, 1998; Repealed by Ord. 1323 §1, 2002.

17.80.011 Objectives.

The following objectives of the regulations in this chapter are as follows:

- (1) To preserve the natural environment and protect and enhance the visual character of the city, and to ensure compliance with the goals, objectives and policies of the Gladstone Comprehensive Plan, zoning and subdivision ordinances.
- (2) To encourage orderly development and to assure that structures, signs and other improvements are appropriately related to their site, and to surrounding sites and structures. Due regard shall be given to the aesthetic qualities of the terrain and landscaping, and proper attention given to exterior appearance of structures, signs, energy conservation and other improvements.
- (3) To ensure significant site development will be compatible with land use on adjacent properties.
- (4) To protect neighboring owners and users by assuring that reasonable provisions have been made for such matters as surface water drainage, the preservation of views, light, air and solar access and those effects on neighboring land uses.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1254 §2, 1998.

17.80.021 Applicability.

(1) This chapter shall apply to new structures; additions to existing structures; site development, such as grading, parking lot construction or commercial/industrial use of an undeveloped property; change of use; and major remodeling, with the following exceptions:

- (a) Single-Household dwellings, Middle Housing, and their allowed accessory uses;
- (b) Utility lines and equipment cabinets, not including towers or substations, provided such equipment cabinets are no greater than one hundred twenty (120) square feet in area and ten feet (10') in height;
- (c) Fences unless associated with a primary, accessory or conditional use in the Office Park District or unless design review is required to grant an exception to the maximum fence height standard of the zoning district;
- (d) Fabric-covered awnings;
- (e) Playground equipment;
- (f) Grading that does not require a permit under the Clackamas County Excavation and Grading Code;
- (g) Signs reviewed by the City Administrator or designee pursuant to GMC Chapter 17.52 (signs);
- (h) Vehicular or pedestrian right-of-way improvements provided such improvements are not associated with additional development that is subject to design review;
- (i) Changes of use where:
 - (A) The proposed change is not from a residential, commercial/industrial or institutional use to a use in a different one of these categories;
 - (B) The new use is not required by this title to have a greater number of off-street parking spaces than the previous use or at least the minimum number of off-street parking spaces required by this title for the new use currently exists. However, where applicable parking requirements are not identified in Table 1 of GMC Section 17.48.030 (standards for developments subject to design review) or where on-street parking is proposed to fulfill a portion of the minimum off-street parking requirement, design review shall be required;
- (j) Normal maintenance of structures and premises provided there are no significant use or structural alterations. Normal maintenance may include painting, roofing, siding, interior remodeling, electrical work, plumbing work, re-paving of access roads and parking/loading areas, replacement of landscaping elements or other similar tasks. Normal maintenance does not include increasing the number of dwelling units, constructing new structures or constructing additions to existing structures except to the extent that an addition is necessary to render a structure accessible to the disabled. Normal maintenance performed shall be consistent with previous design review approvals for the site.

(2) If a design review application is required, no building, sign, grading or blasting permit shall be issued until design review approval has been granted.

(3) An application for design review shall be reviewed pursuant to GMC Division VII (administrative procedures) and shall be reviewed for compliance with standards of the underlying zoning district and GMC Division IV (development standards).

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1254 §2, 1998; Ord. 1289 §1, 2000; Ord. 1323§1, 2002.

17.80.061 Submittal requirements.

(1) An application for design review shall include a minimum of twelve (12) copies of the following plans drawn to scale. A project summary shall accompany the application when necessary to describe special circumstances such as a request for a minor exception pursuant to GMC Section 17.80.090 (minor exceptions).

(a) Vicinity Map: The vicinity map shall show the location of the subject property relative to well-known landmarks in all directions and shall be at least four inches (4") by four inches (4") in size.

(b) Site Plan: The site plan shall include the following:

(A) The applicant's entire property and the surrounding area to a distance sufficient to determine the relationship between the applicant's property and proposed development and adjacent property and development;

(B) Lot lines, dimensions and area of the subject property;

(C) Complete names, addresses and telephone numbers of the property owner, applicant and project designer;

(D) Natural features including, but not limited to, individual trees greater than six inches (6") in diameter at five feet (5') above the ground (identify the species), wooded areas, wildlife habitat areas, streams and stream corridors, marsh and wetland areas, underground springs, surface features such as earth mounds and large rock outcroppings, significant views, natural drainage on the subject property and adjacent properties, areas of special flood hazard and potential geologic hazards such as areas of mass movement and soil hazards. Identify proposed alterations to natural features;

(E) Location, dimensions and names of all proposed rights-of-way and all existing rights-of-way within or adjacent to the subject property. Include proposed new curbs and sidewalks. Include existing curbs and sidewalks where necessary to show a connection to new curbs and sidewalks;

(F) Location and dimensions of existing and proposed easements, to which property they are conveyed and for what purpose(s). Include easements on the subject property and off-site easements conveyed to the subject property;

(G) Identification of existing uses of the subject property, including the location and exterior dimensions of existing structures. Identify whether existing structures will remain on the property or be removed;

(H) Location of proposed and existing utilities on the subject property and the location of adjacent off-site utilities to which on-site utilities will connect. Include water, sanitary sewer, storm drainage, gas, electric (including power poles) and other utilities;

(I) Location and exterior dimensions of all proposed structures;

(J) Relation of the subject property to nearby transit stops;

(K) Location and dimensions of individual parking spaces, parking lot access aisles, driveways and pedestrian and bicycle circulation;

(L) Lighting (include type);

(M) Service areas for trash disposal, recycling, loading and delivery and bicycle parking;

(N) Location of potential noise sources in the proposed development;

(O) Information about significant climatic variables including, but not limited to, solar potential, wind direction and wind velocity.

(c) Grading Plan: The preliminary grading plan shall indicate where and to what extent grading will occur and shall include approximate proposed contour lines, slope ratios, slope stabilization proposals and natural resources protection proposals. Existing contour lines shall also be shown. Proposed and existing contour lines shall be shown at maximum intervals of two feet (2') for slopes less than ten percent (10%), five feet (5') for slopes between ten (10) and twenty percent (20%) and ten feet (10') for slopes exceeding twenty percent (20%). A slope analysis shall be provided showing portions of the site according to the following slope ranges: less than ten percent (10%), ten (10) to less than twenty percent (20%), twenty (20) to less than thirty-five percent (35%), thirty five percent (35%) to less than fifty percent (50%) and fifty percent (50%) or greater. Approximate area calculations shall be provided for each of these slope ranges.

(d) Architectural Drawings:

(A) Building elevations and sections;

(B) Building materials, including color and type;

(C) Sufficient architectural details pertaining to exterior building materials, including samples and views from roads and other properties, as determined by the City Administrator or designee, to assure compliance with 17.44.020(4);

(D) Floor plans.

(e) Landscape Plan: The landscape plan shall be at the same scale as the site plan and shall include:

(A) Lot lines and adjacent rights-of-way;

(B) Proposed structures and existing structures to remain;

(C) Parking and loading areas and driveways;

(D) Locations of proposed plants and existing plants to remain, keyed to a legend identifying botanical names, common names, sizes at planting and numbers;

(E) Description of soil conditions and plans for soil treatment such as stockpiling of topsoil. Include plant selection requirements relating to soil conditions;

(F) Erosion controls, including plant materials and soil stabilization, if any;

(G) Irrigation systems;

(H) Landscape-related structures such as fences, terraces, decks, patios, shelters, play areas, etc.;

(I) Boundaries of open space, recreation or reserved areas to remain, access to open space and any alterations proposed;

(J) Locations of pedestrian and bikeway circulation within landscaped areas;

(K) Method of planting and maintenance.

(f) Signs:

(A) Freestanding signs:

(i) Location on-site plan;

(ii) Elevation drawing (indicate size, total height, height between bottom of sign and ground, color, materials and means of illumination).

(B) On-building signs:

- (i) Building elevation with location of sign (indicate size, color, materials and means of illumination);
 - (ii) Site plan showing location of on-building sign in relation to adjoining property.
- (2) A transportation impact analysis shall be submitted if deemed necessary by the City Administrator or designee to assess the impacts of the proposed development.
- (3) The City Administrator or designee may waive any submittal requirements of this chapter if they are deemed not necessary or not applicable due to the scale or nature of the development proposal.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1254 §2 (pan), 1998, Ord. 1395 2007.

17.80.080 Maintenance.

All approved on-site improvements shall be the ongoing responsibility of the property owner or occupant.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1254 §2, 1998.

17.80.090 Minor Exceptions.

(1) Authority. In conjunction with the design review plan approval, the Planning Commission may grant minor exceptions from the following requirements:

- (a) Dimensional standards for yards required in the primary district;
 - (b) Dimensional standards for off-street parking as required in GMC Chapter 17.48 (Off-Street Parking and Loading);
 - (c) Minimum and maximum number of off-street parking spaces required in GMC Chapter 17.48 (Off-Street Parking and Loading).
- (2) Limitations. No minor exceptions shall be greater than twenty-five percent (25%) of the requirement from which the exception is requested. Requests greater than twenty-five percent (25%) shall be subject to variance procedures.
- (a) In the case of a minor yard exception for landscaping, the Planning Commission shall find that approval will result in:
 - (i) More efficient use of the site;
 - (ii) Preservation of natural features, where appropriate;
 - (iii) Adequate provision of light, air and privacy to adjoining properties;
 - (iv) Energy conservation; and
 - (v) Adequate emergency access.
 - (b) In the case of a minor exception to the dimensional standards for off-street parking spaces or the minimum required number of off-street parking spaces, the Planning Commission shall find that approval will provide adequate off-street parking in relation to user demands. The following factors may be considered in granting such an exception:
 - (i) Special characteristics of users which indicate low demand for off-street parking (e.g. low income, elderly);
 - (ii) Opportunities for joint use of nearby off-street parking facilities;

(iii) Availability of public transit; and

(iv) Natural features of the site (topography, vegetation and drainage) which would be adversely affected by application of required parking standards.

(c) In the case of a minor exception to the maximum allowed number of off-street parking spaces, the Planning Commission shall find that approval will not result in excessive off-street parking relative to the user demand. The following factors shall be considered in granting such an exception:

(i) Special characteristics of users that indicate high demand for off-street parking. Characteristics generally attributable to the use classification upon which the maximum parking ratio is based shall not be considered “special characteristics” for purposes of this provision.

(ii) Lack of sufficient available on-street parking, public off-street parking or shared parking within one-quarter (1/4) mile walking distance of the subject site.

(iii) A study of parking demand, submitted by the applicant, for a use substantially similar to the one proposed.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1254 §2, 1998; Ord. 1289 §1, 2000.

17.80.100 Compliance.

(1) Approval of design review shall expire if construction has not begun within two years of the date of the final decision. Upon request and in accordance with GMC Section 17.66.015(4)(a), the two-year period may be renewed once by the City Administrator or designee for not more than one year.

(2) Prior to issuance of a final certificate of occupancy, the development site shall be checked by the City Administrator or designee to insure compliance with the approved design review plans. Approval of a final certificate of occupancy shall not be granted until all conditions of design review approval are met.

(3) Any departure from the approved design review plans may be cause for revocation of the building permit or denial of a final certificate of occupancy. Any changes in the approved design review plans shall be submitted to the City Administrator or designee for review and approval prior to execution. Changes to the substance of an approval or the substance of conditions of approval shall require the submittal of a new design review application.

Statutory Reference: ORS Ch. 197 and 227

History: Ord. 1254 §2, 1998; Ord. 1323 §1, 2002; Ord. 1498 §1 (Exh. A), 2019.

City of Gladstone Staff Report

Report Date : June 6, 2022
Meeting Date : June 14, 2022
To : City Council
From : Darren Caniparoli, Public Works Director

AGENDA ITEM

Consider allocating \$1.2 million in American Rescue Plan Act funding towards completing projects 1 and 2 in the recently completed Infiltration and Inflow (I/I) Source Identification & Rehabilitation Project (Page 5-11 of the attached report).

History/Background

The City of Gladstone has a longstanding history of Oregon Department Environmental Quality (DEQ) violations pertaining to raw sewage overflowing into the Clackamas River. This is the result of stormwater Infiltration and Inflow (I&I) into the city's sewer collection system.

DEQ has worked with the City of Gladstone to allow us time to correct these deficiencies. In spring of 2019 City Council authorized staff to enter into Mutual Agreement and Order (No. WQ/M-NWR-2019-038) with the State of Oregon to settle DEQ violations. The City has worked diligently to meet obligations with DEQ, meeting the four prior required deadlines.

The fifth deadline is July 2023, which is to complete a final schedule and annual budget for addressing the issues identified by the Infiltration and Inflow study. The City has an obligation to meet the DEQ deadlines in regards to I/I. Staff acknowledges that one of the impediments to meeting the next deadline is addressing 239 sources of I/I that have been identified citywide.

The City of Gladstone received American Rescue Plan Act (ARPA) funds and staff recommends that the City dedicate \$1.2 million towards infrastructure improvements. Utilizing these funds towards the I/I reduction plan will allow the City to repair sources of I/I for both public and private infrastructures and ultimately bring the City of Gladstone into compliance with DEQ. Additionally, use of ARPA funds is an excellent example of how these federal taxpayer dollars can be reinvested into the community.

COST IMPACT

The overall cost of the I/I project, phase 1 and 2 will be \$2.2 million. The City entered into an IGA with WES that provides 33% reimbursement on I/I reduction projects, the City could receive up to \$726,000.00 as part of this IGA. Use of the American Rescue Plan Act funds in the amount of \$1.2 million leaves a remaining balance of approximately \$274,000.00 which will be funded out of the Sanitary Sewer and Stormwater funds

Attachments:

- 1) Gladstone Infiltration and Inflow Investigation and Reduction Plan.

Options

- **Option 1:** Allocate \$1.2 million in American Rescue Plan Act funding towards completing projects 1 and 2 in the Recently Adopted I/I Source Identification & Rehabilitation Project.
- **Option 2:** Do not allocate \$1.2 million in American Rescue Plan Act funding towards completing projects 1 and 2 in the Recently Adopted I/I Source Identification & Rehabilitation and impose GMC: 13.12.100.

13.12.100 Drainage into sanitary sewer prohibited.

(1) Neither temporary nor permanent drainage of ground and storm water from excavations into the sanitary sewer system shall be permitted.

(2) Drainage from roofs, storm sewers or storm drains shall not be permitted into the sanitary sewer system and no such connection will be permitted.

| | | | |
|---|---|---|---|
|  |  |  |  |
| Department Head Signature | Date | City Administrator Signature | Date |

Infiltration and Inflow Investigation and Reduction Plan

Gladstone, Oregon

November 2021



Prepared for: Justin Poyser
City of Gladstone

Project: Mount Talbert and Gladstone Infiltration and Inflow Source
Identification and Rehabilitation Program

Author: Yarrow Murphy, PE
Leeway Engineering Solutions

Reviewer: Rob Lee, PE, PMP
Leeway Engineering Solutions

Date: November 30, 2021

Subject: Gladstone Infiltration and Inflow Investigation and Reduction Plan

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Section 1 Introduction

1.1 Purpose

The City of Gladstone (City) is developing an infiltration and inflow (I/I) program aimed at reducing peak wet-weather flows in their wastewater collection system. The effort aims to achieve a 65% reduction of peak wet-weather I/I within the project area, which is served by the Barton Pump Station (also referred to as Gladstone Pump Station) located at the intersection of Barton Avenue and West Clackamas Boulevard.

This report summarizes the analysis conducted to determine subsequent field investigations, documents the field investigation methods and findings, and provides a plan for addressing the I/I.

1.2 Project Background

The project area was identified in the *City of Gladstone Sanitary Sewer Master Plan* (Murray, Smith and Associates, 2017) as high priority for I/I reduction. The City has entered into a Mutual Agreement and Order (MAO) with Oregon Department of Environmental Quality (DEQ) to address excess I/I flows, which have caused overflows to the Clackamas River. The Clackamas WES (WES) *Sanitary Sewer System Master Plan for Water Environment Services* (Jacobs, 2019) also identified the Barton Pump Station subbasin as one of 19 subbasins for 65 percent I/I reduction. This project represents the first step to identify sources of I/I to achieve the flow reduction goals of the master plans and meet the DEQ MAO.

This project focuses on the 632-acre area upstream of the Barton Pump Station that extends from the Holden Convention Center on the northeast end, to the Meldrum Bar Park on the southwest end. The southeastern edge of the project area is bordered by the Clackamas River, while the northwestern edge extends to approximately Cason Road, Gladstone High School, and Landon Street. The topography within the area is mostly flat and sloping gently toward the Clackamas River. Development within the project area is mainly residential, with some commercial development along McLoughlin Boulevard and within the Holden Convention Center. The stormwater and sewer have separate collection systems in the project area, with the sanitary collection system totaling 82,200 linear feet of gravity main pipes. The project boundary, subbasin boundaries, and the City's sanitary sewer collection system are shown in . As indicated on , the subbasin area 2_22800 is served by Barton Pump Station as well. However, flow monitoring of this area completed for the *Sanitary Sewer Master Plan* (Murray, Smith and Associates,

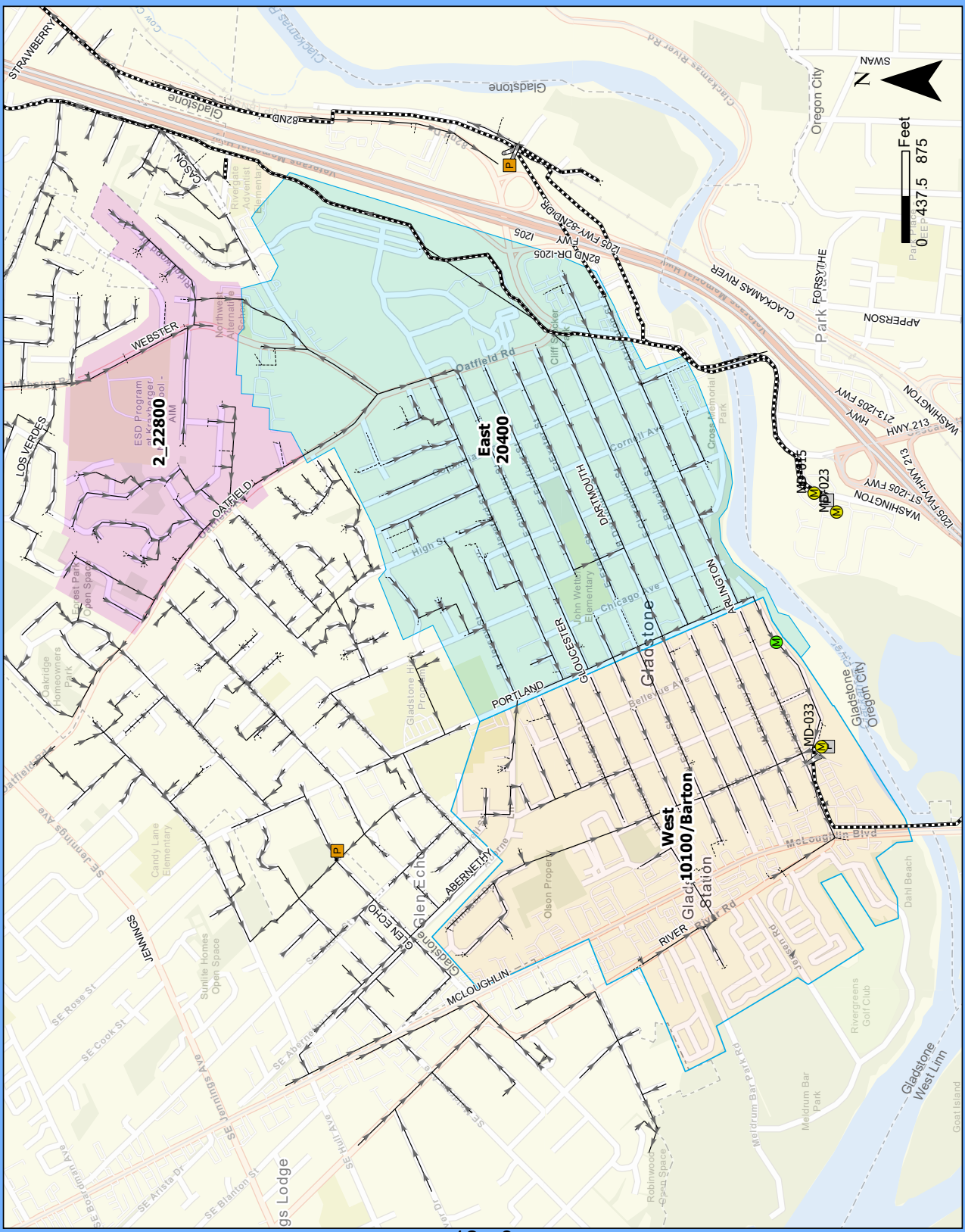
2017) indicates that this area is not a significant contributor of I/I flows, and it has not been included in the I/I reduction project area.

1.3 I/I Reduction Steps

The steps outlined below are applied to the project area to strategically and cost effectively improve the sanitary collection system and to achieve the goal of 65% I/I reduction of peak flows conveyed to the Barton Pump Station.

- Step 1: Collect flow monitoring data for the major basins in the collection system.
- Step 2: Construct and calibrate hydrologic and hydraulic models of the collection system. These models are then used to predict current and future peak wet weather flows for each of the basins.
- Step 3: Rank basins according to normalized peak I/I rates.
- Step 4: Prioritize basins for further investigation. These investigations focus the I/I reduction efforts.
- Step 5: Perform further investigations to focus the I/I reduction program. Investigations may include smoke testing, CCTV inspection, dye testing or use of other technologies to identify likely sources of I/I
- Step 6: Develop I/I reduction projects that are manageable and measurable.
- Step 7: Implement projects and perform post-rehabilitation monitoring/modeling to determine impact of projects so that any needed adjustments can be made to scope, budget, and schedule for future projects.

Steps 1-3, flow metering, modeling and basin ranking have already been completed with the *City of Gladstone Sanitary Sewer Master Plan* (Murray, Smith and Associates, 2017). Steps 4, 5 and 6 were completed with this project. Sections 2 through 5 of this report present the results and recommendations of those steps.



Legend

- City Boundary
- City Boundary
- Pump Stations WES
- City Sewer System
- Gravity Pipe
- Force Main
- Lateral
- Force Mains
- Sewer_PumpStations
- Target Subbasin
- Barton PS to 20400
- 20400
- Other Subbasin
- 22800
- Flow Monitors
- WES
- Gladstone

Figure 1-1

Map of Gladstone Project Area and Subbasins

This map published for the City of Gladstone by Leeway Engineering Solutions, Inc. is intended to provide information about the map's accuracy, which is based on the source data. Data sources include the City of Oregon City, Clackamas County and ESR World Maps.

Section 2 Source Investigation Planning

This section focuses on I/I reduction step 4, prioritizing basins for further investigation. The purpose of this step was to identify the flow source areas and to prioritize appropriate investigations in those areas that are the highest I/I flow contributors. The results of this step were target basins and types of field investigations needed to locate possible I/I sources. Areas were targeted for further investigation based on observed flow response following rainfall events, operational conditions in the collection system observed by field staff and reported overflow events. For the City's system, the primary investigation tools were smoke testing (to find inflow sources) and CCTV (to determine condition and defects in the pipes, indicating infiltration sources).

2.1 Information Sources

The source investigation planning incorporated information from the following sources:

- GIS, including the sanitary collection system, stormwater drainage, waterway and wetlands, aerial photos, topography, and roadways.
- Flow and rainfall data collected at permanent and temporary locations throughout the basin
- Collection system operations team observations
- Overflow event reports

2.2 Flow Analysis Methods

This section describes the methods used to analyze flows with respect to likely flow sources. Flow data were reviewed for the purposes of verifying previous findings, characterizing the flow patterns and understanding likely associated I/I source types. Flow sources have characteristic patterns, which are evident in the flow response hydrographs. Characterizing the flow responses during storms with varying intensity and duration helped to guide the types of investigation needed to ultimately develop a plan to reduce the I/I in the project area.

2.2.1 Flow Definitions

The following terminology is used to describe the components of flow in the wastewater stream and the metrics to compare flow responses between meter basins.

Dry weather flow – Flow occurring during the dry season, assumed to be comprised mostly of wastewater. This flow generally has weekday and weekend diurnal patterns.

Infiltration and Inflow (I/I) – The flow that is derived from rainfall or groundwater and enters the pipes via inflow or infiltration (I/I). The I/I flow rate is the difference between the total flow and the estimated base flow.

Peak I/I flow – The highest I/I flow during a storm event.

I/I rate – The peak I/I flow rate is normalized by upstream pipe length and diameter to allow for comparison of I/I between basins. The metric is expressed in gallons per day per inch-mile of pipe (gpd/in-mi).

Direct inflow – Stormwater or surface water that enters the collection system from points of direct connection.

Groundwater infiltration – Groundwater that enter the collection system by leaks in the piping and manholes.

Peaking factor – The ratio of peak I/I flow compared to the daily average dry weather flow. This is a unique value for each storm and subbasin.

2.2.2 Infiltration and Inflow Source Identification

Hydrograph analyses of flow and rainfall observations were used to determine whether infiltration or inflow was likely occurring in the subbasins. Two hydrograph characteristics were used to deduce likely flow sources contributing to the system; response rate and drop off rate.

- The response rate refers to how quickly the flows rise in response to precipitation. Response types are rapid, slow, or minimal.
- The drop-off or recession rate is the time between the end of the precipitation and return to pre-storm flow levels. Drop-off rates are either rapid or slow.

Direct inflow is characterized by a rapid response and rapid drop-off to a storm event. Direct inflow can be from sources such as openings in manhole frames and covers, leaking manhole chimneys, roof drains connected into the sanitary sewer system, sump pumps connected into the sanitary sewer system, punctured floor drains, foundation drains, and cross-connected storm sewers.

Groundwater infiltration is indicated by a hydrograph with a slow response and slow drop-off following a storm event. Groundwater infiltrates into pipes through cracks, joints and other defects in those pipes and connected manholes. These flows increase in magnitude as soils become saturated in the zone around the pipe.

I/I sources are not mutually exclusive. It is possible to have inflow that drives a rapid response, with a secondary response that occurs as groundwater levels rise and infiltration occurs. A combination of both direct inflow and groundwater infiltration within a basin is indicated in a hydrograph by a rapid response and slow drop-off storm response.

2.2.3 Severity of Infiltration and Inflow

The magnitudes of the peaking factors and I/I rates for each meter basin served as metrics of the severity of I/I during given storm events. These metrics were useful in comparing relative severity from one basin to another. The subbasins were ranked by the “leakiest” basin using the peaking factors and I/I rates for each storm.

The peaking factor was calculated by the following equation:

$$\text{Peaking Factor} = \frac{\text{Peak I/I Flow}}{\text{Average Daily Dry Weather Flow}}$$

Where:

Peak I/I Flow = The highest I/I flow (GPD) during a storm event.

Average Daily Dry Weather Flow = the average dry weather flow over a 24-hour period (GPD)

Higher peaking factors compared between basins during a given storm indicated greater severity of I/I.

The peak I/I rate is the peak I/I flow normalized by pipe diameter and length (e.g., inch-miles) to allow for comparison of I/I between different basins. The I/I rate is calculated by dividing the peak I/I flow (GPD) by the inch-mile of pipe upstream, as in the equation below. Compared to either peak I/I or peaking factor, the I/I rate is a better metric of pipe leakiness because it is not sensitive to basin size or sanitary wastewater use, but rather calculates I/I by the actual amount of sewer pipe that is subject to potential leakage.

$$\text{I/I Rate (in} \cdot \text{mi)} = \frac{\text{Peak I/I Flow}}{\sum_{n=1}^{\infty} (L_n \times D_n)}$$

Where, for each pipe, n:

Peak I/I Flow = The highest I/I flow (GPD) during a storm event.

L = length of pipe (miles)

D = diameter of pipe (inches)

Each storm has unique characteristics, including but not limited to soil saturation, rainfall intensity, and spatial and temporal distribution of rainfall. Because of the variation between storm events, there are not standard values of peaking factor and I/I rate that indicate a problematic I/I source area.

The analysis presented in this report compared I/I rates against other meters only during the same storm event. This approach avoids biasing results based on differences in storms.

2.3 Flow Analysis Results

Flow data collected in the East Basin (20400) and upstream of the influent pipe to Barton Pump Station were used in this analysis. East Basin (20400) flows were subtracted from the Barton Pump Station flows to determine net flows from the West Basin (10100). The East (20400) and West (10100) Basin flow responses were analyzed during three storms that occurred in April 2019, June 2019 and January 2020.

2.3.1 Meter Basins

Flows in the sanitary collection system within the Barton Pump Station Subbasin have been monitored at two locations for this project: at the Barton Pump Station located south of West Clackamas Boulevard at Barton Avenue and at Manhole 20400, located in West Clackamas Boulevard at Bellevue Avenue.

A permanent meter maintained by Clackamas County Water Environment (WES) is located just upstream of the Barton Pump Station influent pipe. Flow observations recorded here represent flows from the entire Barton Subbasin. The subbasins shown on Figure 1-1 as “2_22800”, “East 20400” and “West 10100/Barton” collectively represent the service area of Barton Pump Station.

A temporary flow meter was installed by the City in 2019 at manhole 20400. This meter recorded flows coming from the area east of Portland Avenue, shown as “East 20400” and “2_22800” on Figure 1-1. The area 2_22800 was previously monitored as part of the City of Gladstone Sanitary Sewer Master Plan and found to not be a major contributor of I/I flows (5000 gallons per acre per day). Basin 2_22800 is not part of the project area, but it does contribute to the flows observed at 20400.

Flows from the area west of Portland Avenue were assumed to be the difference between those observed at the Barton Pump Station and those observed at 20400.

2.3.2 Rain Gages

Rainfall depths recorded at two locations were used in this analysis; The temporary gage near Happy Valley Nature Park, installed by ADS for WES, and the Kellogg Rain Gage located behind Rowe Middle School operated by WES. Although the City provided rain data from a gage at the shop, after correlating daily depths between the shop gage, the Happy Valley Nature Park Gage and with a third gage located at Kelly School and operated by City of Portland, it was found that the Shop Rain Gage tended to underreport rainfall compared to the other gages. The Kellogg Gage was used as the primary rainfall data source, except in the case of gaps in the rainfall record. When data were missing from the Kellogg Gage, the Nature Park Rain Gage was substituted and noted.

2.3.3 Storm Events

Flow analysis for this project was completed for each of the two metered sites during storm events and dry periods in 2019 and 2020. Three storm events were chosen for the flow review, representing a range of rainfall distribution characteristics. Two of these storms, occurring on April 10, 2019 and January 28, 2020, were considered “soaker” storms. These “soaker” storms had a long steady rainfall over several days. The third storm occurred on June 26, 2019. This storm was “flashy” and a short burst of rainfall with a dry period preceding and following it. These three storms are summarized with duration and rainfall depths in Table 2-1. These storms all have 24-hour depths less than 1.5 inches and a recurrence interval significantly less than 2 years. The 2-year 24-hour rainfall depth is 2.63 inches, estimated using the *NOAA Atlas 2 Precipitation-Frequency Atlas of the Western United States. Volume X* (J.F. Miller, 1973). In other words, these storms are nowhere close to the magnitude of the regulatory and/or design storm with a 5-year frequency.

Table 2-1. Storms Used in Hydrograph Analysis

| Storm Date | Type | Duration ¹ (hours) | Total Depth (inches) | 24-hour Depth (inches) | 1-hr Depth (inches) |
|------------|--------|----------------------------------|-------------------------|---------------------------|---------------------|
| 4/10/2019 | Soaker | 169 | 3.05 | 1.32 | 0.14 |
| 6/26/2019 | Flashy | 28 | 1.15 | 0.76 | 0.56 |
| 1/28/2020 | Soaker | 159 | 3.12 | 1.49 | 0.20 |

2.3.4 Flow Responses During Storm Events

The flow responses, measured by peaking factor, I/I rate, and qualitative response and drop-off characteristics were determined for each meter during the storm events. Flow from the upstream East (20400) Basin was subtracted from the flow at the Barton Pump Station to estimate the characteristics of the West Basin. Flow responses for each storm event were compared between meter basins. The results of the analysis are detailed in Table 2-2 for the 4/6/2019 storm, Table 2-3 for the 6/26/2019 storm and Table 2-4 for the 1/28/2020 storm.

Table 2-2. Summary of the 4/6/2019 "Soaker" Storm Flow Analysis

| Meter Basin | Peak I/I (MGD) | Peaking Factor | I/I Rate (gpd/in-mi) | Response | Drop-off |
|--------------|-------------------|-------------------|-------------------------|----------|----------|
| East (20400) | 1.2 | 5.5 | 11,000 | Slow | Slow |
| West (10100) | 1.7 | 12.5 | 27,000 | Slow | Slow |
| Total | 2.9 | 8.1 | 16,000 | | |

Table 2-3. Summary of the 6/26/2019 "Flashy" Storm Flow Analysis

| Meter Basin | Peak I/I (MGD) | Peaking Factor | I/I Rate (gpd/in-mi) | Response | Drop-off |
|--------------------|-------------------|-------------------|----------------------|----------|----------|
| East (20400) | 0.4 | 2.0 | 4,000 | Rapid | Rapid |
| West (10100) | 1.1 | 8.3 | 18,000 | Rapid | Rapid |
| Total ² | 1.3 | 3.6 | 11,000 | | |

Table 2-4. Summary of 1/28/2020 "Soaker" Storm Flow Analysis

| Meter Basin | Peak I/I (MGD) | Peaking Factor | I/I Rate (gpd/in-mi) | Response | Drop-off |
|---------------------------|----------------|-------------------|-------------------------|----------|----------|
| East (20400) ³ | 1.6 | 6.4 | 14,000 | Medium | Slow |

¹ Duration is defined as the time between two periods of 24 or more hours without rainfall.

² Note that the total flow at the pump station is attenuated slightly due to travel times.

³ Proportion of flows from East and West Basins estimated at peak observed flow at Barton Pump Station based on ratios of total at Barton Pump Station before and after East Basin flows at meter dropped.

| Meter Basin | Peak I/I (MGD) | Peaking Factor | I/I Rate (gpd/in-mi) | Response | Drop-off |
|---------------------|----------------|----------------|----------------------|----------|----------|
| West (10100) | 1.8 | 13.3 | 28,000 | Slow | Slow |
| Total | 3.4 | 9.7 | 19,000 | Medium | Slow |

East (20400) Basin

The East Basin hydrographs show a slow to medium response and slow drop-off following the soaker storms on 4/6/19 and 1/28/20. The slow to medium response to these storm events may indicate both direct inflow and groundwater infiltration.

Figure 2-1 and Figure 2-2 show gradual rise and drop of I/I flow during the soaker storms occurring on 4/6/2019 and 1/28/2020. Saturation of the soil and subsequent infiltration into the collection system via cracks and other pipe defects would account for the gradual rise and drop off observed during these soaker events. The flow measurements dropped during the peak of the 1/28/2020 soaker storm, perhaps due to a backwater or other hydraulic condition or perhaps due to instrument inaccuracy. In the peak during this storm at the East and West Basins was estimated by applying ratios of observed flows from other timeframes during this storm. Figure 2-3 shows the I/I flows for this storm for the East Basin, the Barton Pump Station and the calculated net flow from the West Basin. The peak I/I rate from the East (20400) Basin for the 04/06/2019 storm is 11,000 gpd/in-mi while the peak I/I rate for the 01/28/2020 storm is 14,000 gpd/in-mi.

Flow in the East (20400) Basin during the 06/26/19 flashy storm is shown in Figure 2-4. These flows are characterized by a rapid rise in I/I flow with a distinct peak and a rapid drop-off. The rapid response and drop-off is consistent with inflows type flow sources. The peak I/I rate during this storm is 4,000 gpd/in-mi.

The East (20400) Basin's service area includes the area upstream of manhole 22800, which was found to have a low I/I rate through metering to develop the *City of Gladstone Sanitary Sewer Master Plan* (Murray, Smith and Associates, 2017). Since the East (20400) Basin flow includes the 22800 area with low I/I, the average I/I rate for the basin as a whole is lower than the West Basin. However, the flows observed in the East Basin do exhibit a response to rainfall and investigation of I/I sources through CCTV and smoke testing was recommended.

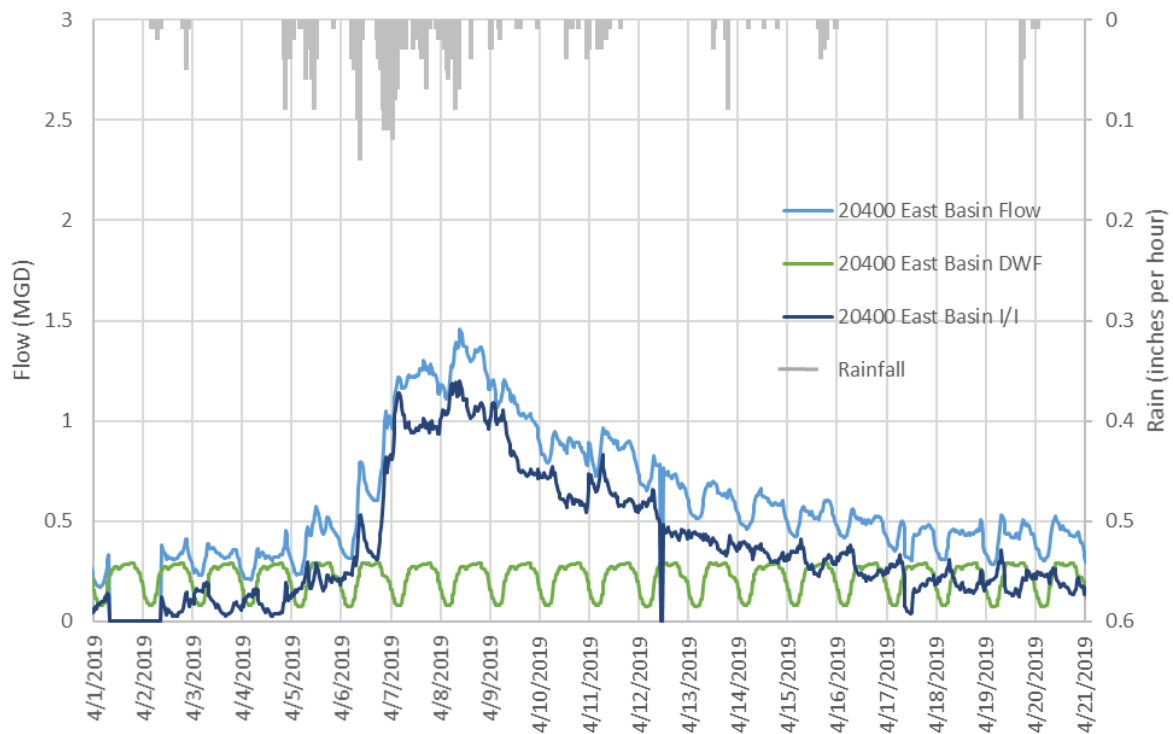


Figure 2-1. East Basin "Soaker" Storm 04/06/19

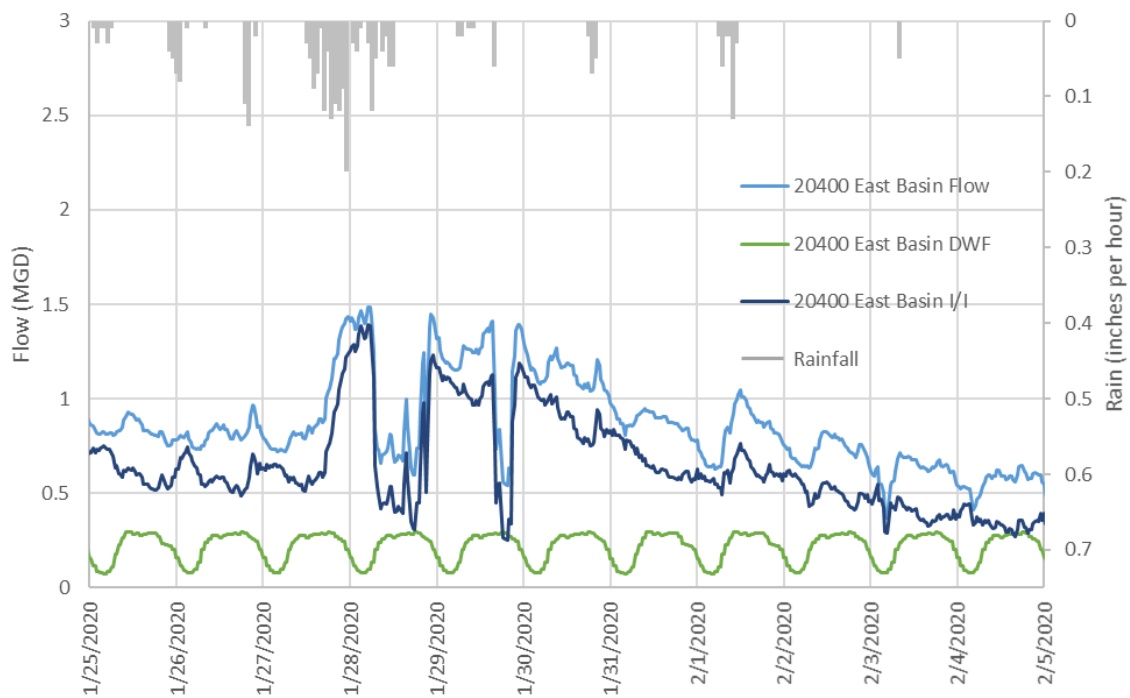


Figure 2-2. East Basin "Soaker" Storm 01/28/20

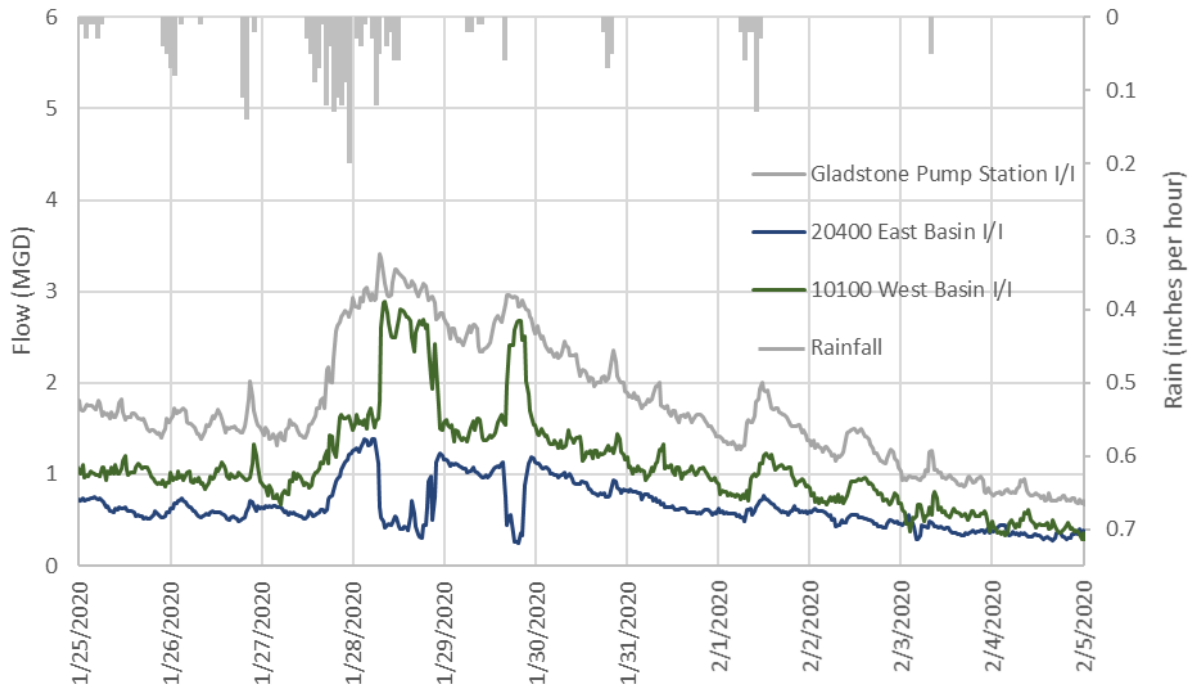


Figure 2-3. I/I Flows for 1/28/20 storm at Barton Pump Station, East Basin (20400) and Net West Basin (10100)

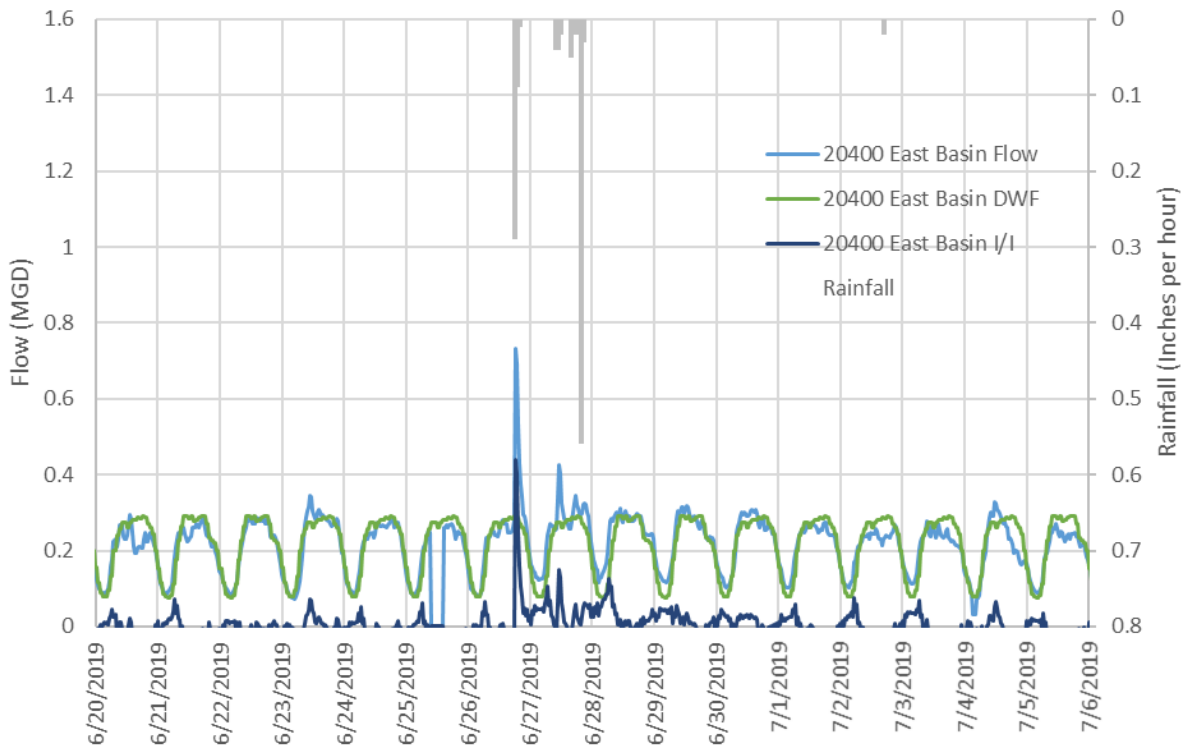


Figure 2-4. East Basin "Flashy" Storm 06/26/19

West (10100) Basin

The West Basin flows were calculated as the difference between flow measurements at the Barton Pump Station and from the East Basin at 20400, assuming a travel time lag of 30 minutes between meters. West Basin flows during the soaker storms occurring on 4/6/2019 and 6/26/2019 are shown in Figure 2-5 and Figure 2-6. These West (10100) Basin flows rise and drop off slowly during continuous rainfall events. Soil saturation and subsequent infiltration into the collection system via cracks and other pipe defects would account for the slow rise and drop-off of I/I flows following rainfall. Note that there is less certainty in the peak flows from the West (10100) Basin during the 6/26/2019 storm due to an apparent backwater condition at the meter at manhole 20400.

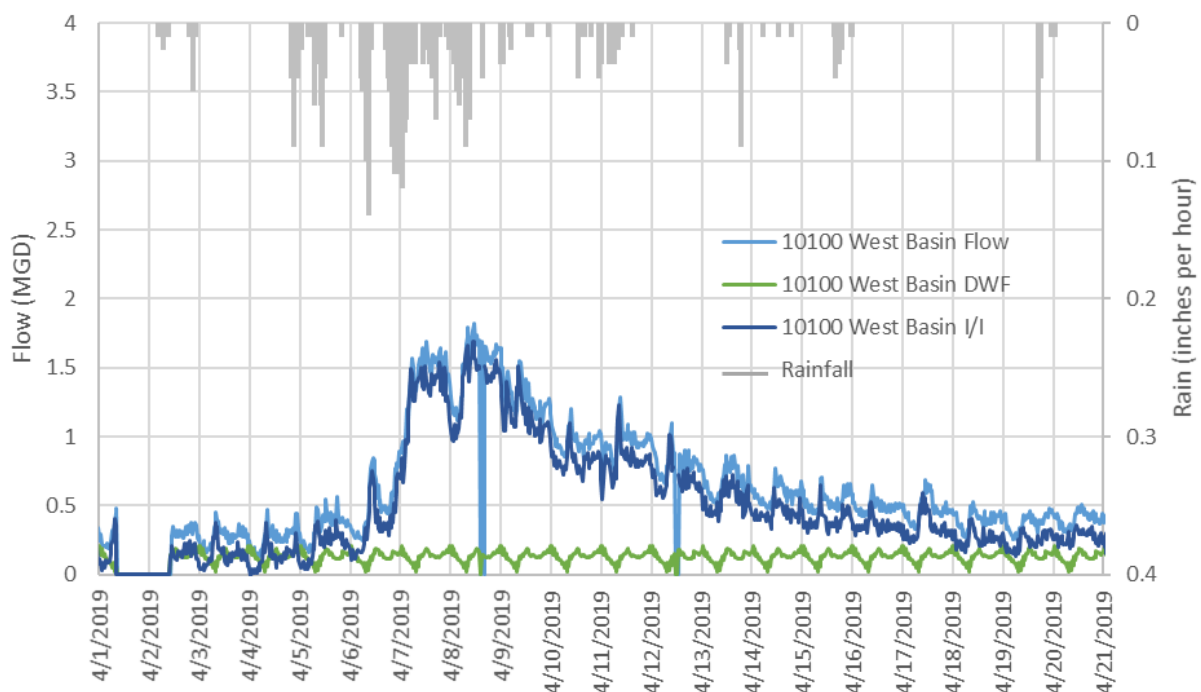


Figure 2-5. West Basin "Soaker" Storm 04/06/19

The West Basin flows during the flashy storm on 6/26/19 shown in Figure 2-7 follow a pattern like that of the East Basin, with a rapid response and rapid drop-off. The peak I/I rate for the West Basin during the flashy storm was 18,000 gpd/in-mi. Direct inflow is characterized by the distinct peaks in flows following rain surges, especially evident during dry season events when the soil is not saturated. Based on review of the flows, infiltration and inflow are both contributing to high I/I flow in the West Basin.

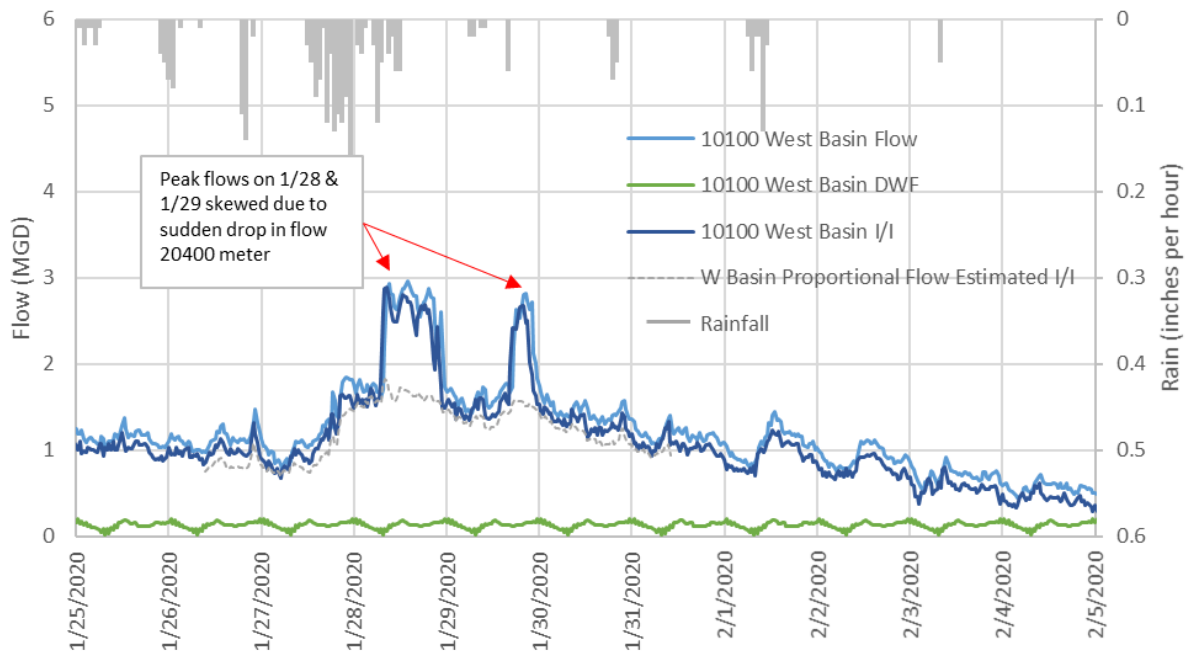


Figure 2-6. West Basin "Soaker" Storm 01/28/20

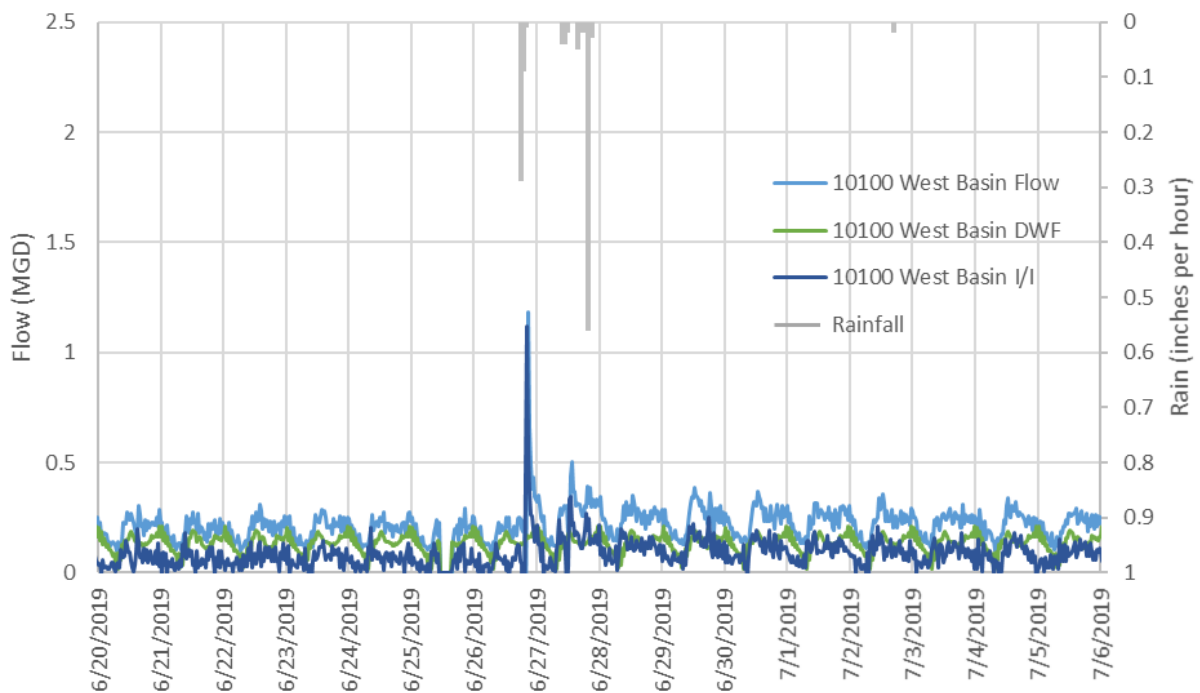


Figure 2-7. West Basin "Flashy" Storm 06/26/19

2.4 Field Operations Staff Observation

The project team interviewed field operations staff to identify the locations of historical issues and their recommendations for I/I investigations. The field staff's comments are compiled in Appendix A. The staff concurred that numerous cross connections exist and noted several known cross connection locations, as well as areas where I/I or pipe condition is problematic. Figure 2-8 and Figure 2-9 are maps illustrating where the staff have observed potential source of I/I and completed repairs. The operations staff have been addressing known issues as they arise. The following are the highlights of information provided by the field operations staff.

- Sewer main in River Road by Riverdale has significant I/I at each joint, likely from the river.
- Manhole lids at Hereford Street at Oakfield Road lift during heavy runoff from the hill from Webster.
- The sanitary overflow dumps into a storm line at the bottom of the system which is also at a 24" to 15" bottleneck on Clackamas Boulevard. A check valve was installed to prevent the storm from backing up into the sewer line at the overflow.
- The Portland Avenue storm line was cleaned and significant debris restrictions were removed, however due to a reverse grade, this stormline sags during storms and a new storm line is needed.
- The 18"-24" storm lines at Kenmore Street and Patricia Drive are known to flood.
- All flows from the East Basin go to overflow structure which discharges to the river.



2.5 Reported Overflow Events

Gladstone provided reports of overflow events. In 2018 and 2019, four overflows occurred at 110 West Clackamas Boulevard following wet weather events. 24-hour rainfall depths prior to the overflows ranged from 0.53 inches to 1.75 inches. The highest frequency storm captured during this time period, as estimated by NOAA, has a 2-year return frequency (J.F. Miller, 1973). The 24-hour rainfall for this 2-year event is 2.6 inches. Therefore, the overflows occurred during storms that are considered relatively small and likely have annual or sub-annual frequency. Because these overflows occurred just upstream of the temporary meter in manhole 20400, reduction upstream in the East (20400) Basin could help relieve the overflow events.

2.6 Recommended Source Investigation Plan

Flow responses in the project area during storms indicated significant inflow and infiltration in both the East (20400) and West (10100) Basins. Investigations were recommended to find specific sources contributing to high flows following rain events. This section describes specific recommendations.

2.6.1 Overview of Source Identification Methods

- Source investigation focused in areas with significant I/I flow sources, as identified in flow data analysis and observed by field crews. Available source detection methods include smoke testing, dye testing, visual field inspections and CCTV inspections. These methods each have their limitations and sources they can detect and can be strategically conducted to find the types of sources consistent with the wet weather event hydrograph characteristics. I/I source detection techniques are described as follows and summarized in Dye testing – Dyed water is injected into catch basins or storm drains to verify a connection to a piped system, where the dye is observed in the flow. Dye testing can be done during the design phase of any planned disconnections.

Table 2-5.

- Smoke testing – A vapor (smoke) is injected into the collection system via a blower. The smoke travels through the system and exits through openings, such as connected inlets, roof drains or from the soil around defective pipes and joints.
- Visual field inspections – Visual inspections can be made to the system at the ground surface or within underground facilities. Above-ground inspections might include walking along the path of pipes and inspecting inlets and manhole covers and any exposed pipe. These field inspections can be done in conjunction with smoke and/or dye testing.
- CCTV inspections – Underground facilities, including pipes, manholes and other structures, are inspected with robotic cameras, usually referred to as closed-caption-television or CCTV. CCTV inspections are a useful tool for identifying structural and operational defects in the collection system. In general, the identification of separated and broken joints, holes in pipes, and many other forms of structural decay indicate potential sources of I/I. CCTV will be necessary before construction in any pipe. However, since often sources of I/I are difficult to see within the pipe,

CCTV is not considered one of the primary tools for detecting specific discrete I/I sources, but rather can be used as a general assessment of the infiltration potential of a pipe.

- Dye testing – Dyed water is injected into catch basins or storm drains to verify a connection to a piped system, where the dye is observed in the flow. Dye testing can be done during the design phase of any planned disconnections.

Table 2-5. Source Detection Methods for Private and Public I/I Sources

| Flow Source Type | Smoke Testing | Visual Field Inspections | CCTV Inspection | Dye Testing |
|---|---------------|--------------------------|-----------------|-------------|
| Inflow in manhole or catch basin | x | x | x | x |
| Structural defects in manholes | x | | x | |
| Area drain connections | x | | | x |
| Roof drain connections | x | | | x |
| Structural defects in pipes | x | | x | x |
| Sump pumps and foundation drains | | | x | x |
| Cross connections from stormwater pipe | x | | x | x |

The most effective methods for detecting the direct inflow sources are smoke testing, dye testing and visual field inspection. CCTV inspections of the sewer main are the best technology available for detecting sources of infiltration, but these sources may not be visible and difficult to detect. Also, since they tend to occur due to groundwater surrounding the pipe, the flows will likely find another entry point once one is addressed.

2.6.2 Recommended Smoke Testing

Analysis of the West (10100) and East (20400) Basin hydrographs and observations of field operations staff indicated direct inflow in both basins. Smoke testing was recommended for these basins to identify public and private sources of stormwater and surface water entering the pipe system. Flow metering that was conducted as part of the *City of Gladstone Sanitary Sewer Master Plan* (Murray, Smith and Associates, 2017) indicated that meter basin 2_22800 was not significant source of direct inflow. Meter basin 2_22800 was not recommended for smoke testing as part of this project.

2.6.3 Recommended CCTV Inspection

The West (10100) and East (20400) subbasin hydrographs indicated groundwater infiltration. These two meter basins were recommended for CCTV inspection of the mainlines to identify structural defects such as cracks, holes and offset joints that are potential sources of infiltration. Flow metering conducted in conjunction with the *City of Gladstone Sanitary Sewer Master Plan* (Murray, Smith and Associates, 2017) indicated that meter basin 2_22800 was not significant source of groundwater infiltration. Meter basin 2_22800 was not recommended for CCTV inspection as part of this project.

2.6.4 Recommended Dye Testing

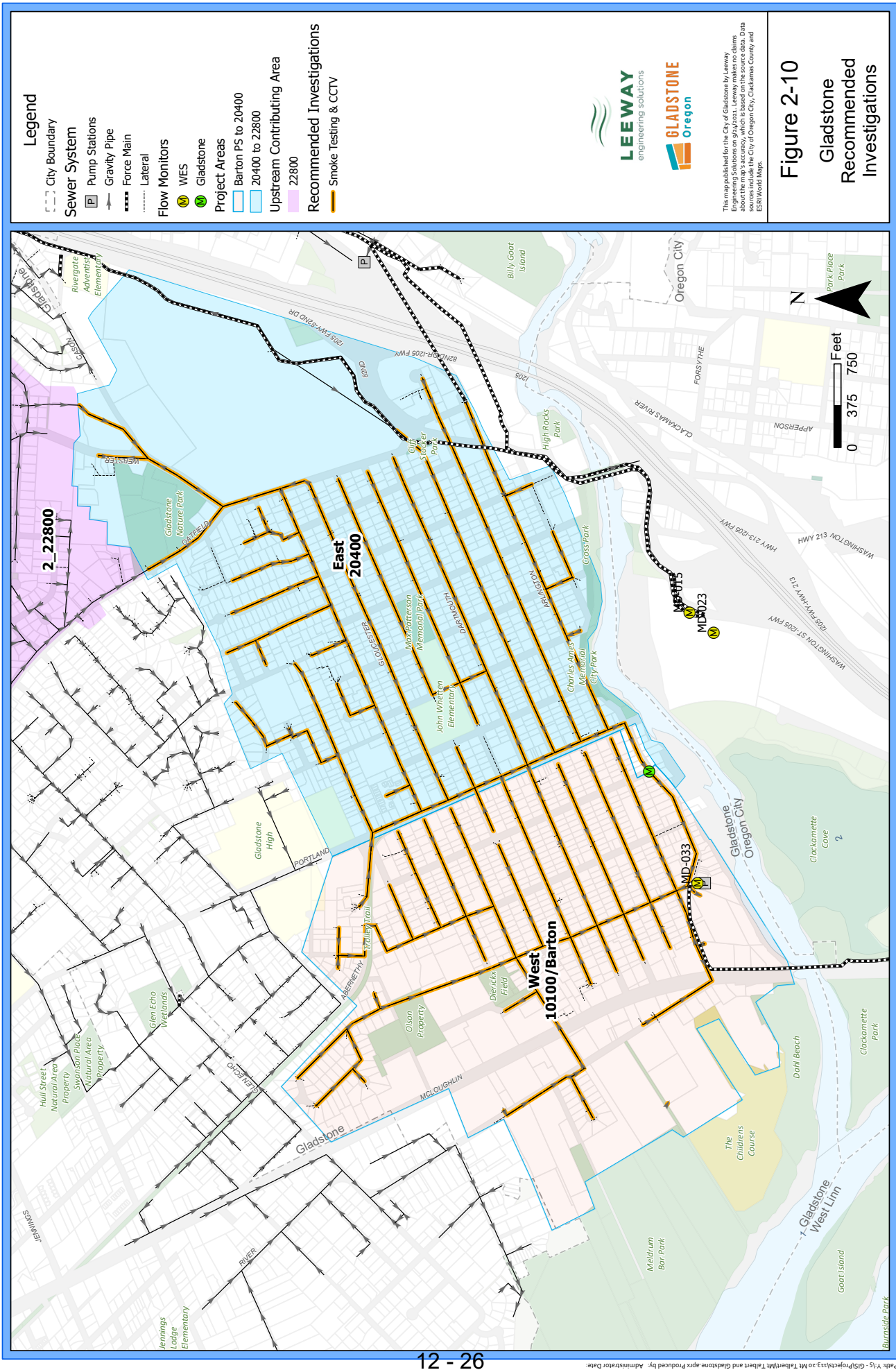
Dye testing is typically performed in limited locations where specific connections need to be verified. Recommendations for this type of investigation would be made based on the outcome of smoke testing and CCTV inspections.

2.6.5 Summary of Recommended Source Investigation

The investigations recommended for the developing a Gladstone I/I reduction plan are summarized in Table 2-6 and shown in Figure 2-10. The recommendations were based on a combination of the subbasin's I/I response time, the peaking factor, field observations, frequency of overflows and normalized I/I rate.

Table 2-6. Recommended Investigations for Project Area

| Meter Basin | CCTV Priority | Smoke Testing Priority |
|---------------------|---------------|------------------------|
| West (10100) | High | High |
| East (20400) | High | High |



Section 3 Smoke Testing Investigation

The smoke testing investigation was aimed at locating defects where flow may enter the collection system from the surface and contribute to high I/I. Smoke testing for this project was conducted by SFE Global.

3.1 Smoke Testing Methods

In this type of investigation, a non-toxic, odorless, non-staining vapor (commonly referred to as “smoke”) is injected into the collection system via a blower at a maintenance hole. The vapor travels through the system and exits through openings such as sewer vents, connected inlets and roof drains. Smoke emissions from building sewer vents and sanitary manholes are a normal function of the sanitary sewer system and are generally not recorded as a finding unless they do not occur. Other smoke emissions indicate specific points where inflow potentially occurs. These emissions not associated with normal sanitary sewer functions are referred to as “incidents”.

The most common incidents detected by smoke testing are cross connected stormwater drains, such as roof drains, area drains, and street catch basins. Besides cross connections, pipeline defects are another source of I/I flows sometimes detected by smoke testing. During dry weather, when soils are dry and permeable, smoke vapors can travel through the same cracks and holes in the pipes that also leak when soils are saturated. These defects can occur in both sewer mains and private service pipes.

During the testing, the address, coordinates, and type was recorded, and photographs were taken for each observed smoke emission incidents. These results were collected in a database which can be used for mapping in a GIS system and for future records. The information gathered with smoke testing can be combined with results from CCTV inspections to find additional leaky pipes or provide additional weight of evidence for sources identified with CCTV.

3.1.1 Incident Characterization

Each emission incident was coded as one of nine specific leak types by SFE Global. For the purposes of this project, the incidents were grouped into five categories depending on the leak type codes and location on private laterals or in the public right-of-way. Table 3-1 details the source type categories and the leak source codes included in the categories.

Table 3-1. Smoke Incident Source Type Categories

| Source Category | Description | Private or Public | Leak Type Codes ⁴ (count) |
|----------------------------------|---|-------------------|---|
| Private cross connections | Catch basins and downspouts on private property. Vapor observed coming from an area drain, catch basin, downspout, vault, drain tile or foundation drain. | Private | CB (13) RWL (16) O (6, vaults) |
| Lateral Pipe | Indications that the pipe itself is leaking. Vapor observed on surface between street and building | Private | SC (35) O (hole, 1) |
| Other Lateral (Defects) | Varies, can include cleanouts with damaged or missing caps, vapor in crawl space, vapor in building, vapor in irrigation or water box | Private | CCB, CCD, CCM (124 cleanout caps) SI (5) |
| Public Cross Connection | Vapor observed in a catch basin in street or stormwater manhole, vault in street | Public | CB (28), MHC (2) |
| Sewer Main | Vapor observed around manhole, from cracks in street over pipe, from soil or stream bed over main sewer pipe. | Public | CCD (2) MHC (3) O (2 creek crossing, 2 holes in soil, 1 irrigation box) |

3.2 Results

All pipes in the project area were smoke tested. This testing included two additional areas added to the original scope, totaling 9,500 LF on the east side and 2,300 LF on the west side of the original project area. A total of 237 smoke emissions incidents were found in the Gladstone project area, which is approximately 2 to 3 times the number of emissions typically found by the smoke-testing firm in other communities where they have conducted similar investigations. The incidents are summarized in Table 3-2 and shown on Figure 3-1 and Figure 3-2. The detailed report of smoke testing incidents is provided in Appendix B of this report.

⁴ Codes are defined in Appendix B, Smoke-Test Report

Table 3-2. Summary of Smoke Test Incidents

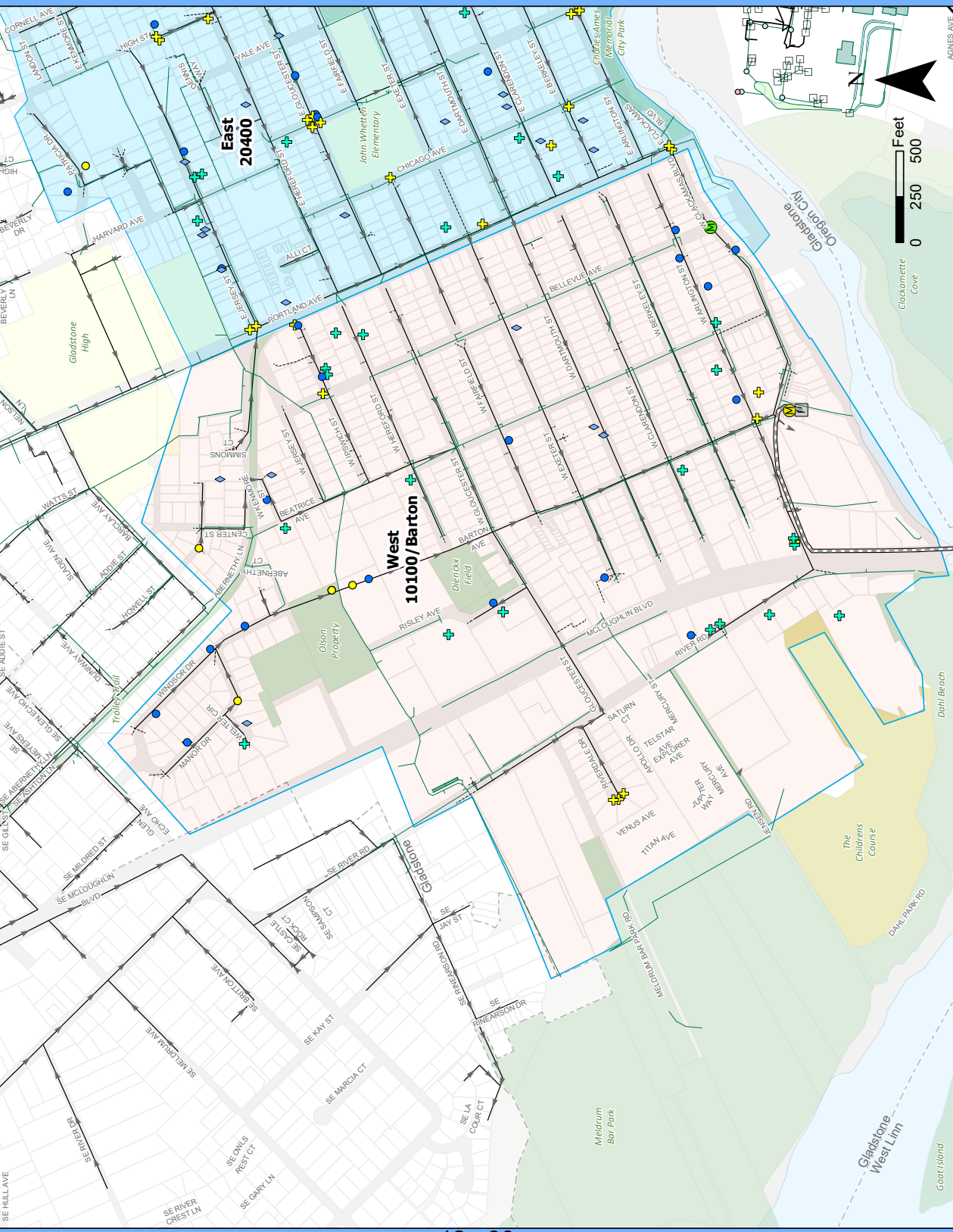
| Source Category | East | West | Category Total |
|---------------------------------|------------|-----------|----------------|
| Lateral Pipe | 18 | 17 | 35 |
| Other lateral | 122 | 9 | 131 |
| Sewer Main | 3 | 5 | 10 |
| Private Cross Connection | 18 | 17 | 35 |
| Public Cross Connection | 23 | 8 | 31 |
| Total for Basin | 183 | 56 | 239 |

The number of incidents observed during smoke testing was high, given the size of the area. The high number of observed the smoke emissions incidents suggests that cross connections and leaky pipes are major sources of flows during wet weather.

3.2.1 Distribution of Incidents

The smoke emissions incidents were scattered throughout the project area, in locations with and without nearby stormwater conveyance, on private and public property. However, 99 (42 percent) of the observed incidents occurred on one property on the east side of the project area. These incidents are concentrated in two areas within the property with address 19800 Oatfield Road, currently the Oregon Headquarters of the Seventh Day Adventists.

- Campground on the east side of the property – This area comprises 57 observed leaks in the Gladstone smoke testing area. All but three of these are broken, missing or defective cleanout caps in the RV parking area. The three other leaks were observed from the soil near a maintenance hole or cleanout cap. This area appears to be connected to a pipe which the City's operations crew indicated they suspected is a source of I/I.
- Campground on the west side of the property near the intersection of Oatfield Road and Webster Road – 38 smoke incidents were observed in this area, also associated with defective, missing and broken cleanout caps for RV connections.



Legend

Gladstone Smoke Testing Results Test

Leak Category

- Lateral Pipe
- Other Lateral
- Private Cross Connection
- Public Cross Connection
- Sewer Main

Flow Monitors

- AUS
- WES
- Gladstone

Sewer Pipes

TYPE

- Gravety Pipe City
- Force Main WES
- Lateral
- Pump Stations WES
- Som Pipes

Target Subbasin

- Barton PS to 20400
- 20400
- Other Subbasin

22800

City Boundary

LEEWAY
engineering solutions

GLADSTONE
Oregon

The map published for the City of Gladstone by Leeway Engineering Solutions on 9/20/2021. Leeway makes no claims about the map's accuracy, which is based on the source data. Data was provided by the City of Gladstone, Gladstone County and BSN World Maps.

Figure 3-1

Gladstone West Basin Smoke Testing Results

Gladstone Smoke Testing Results Test

- Leak Category**
- Lateral Pipe
 - Other Lateral
 - Private Cross Connection
 - Public Cross Connection
 - Sewer Main
- Flow Monitors**
- ADS
 - WES
 - Gladstone

Sewer Pipes

TYPE

- Gravely Pipe City
- Force Main WES
- Lateral
- Pump Stations WES
- Som Pipes

Target Subbasin

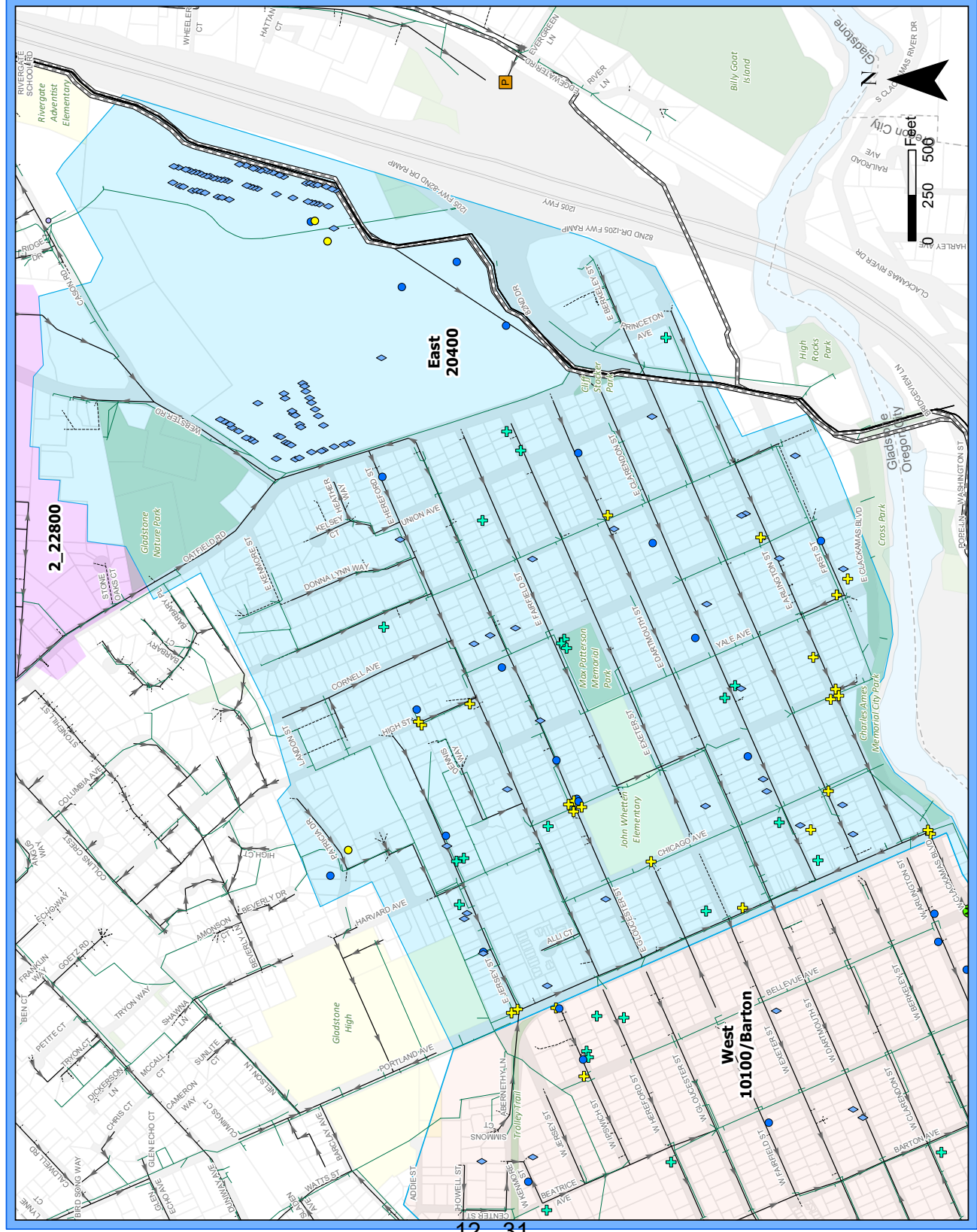
- Barton PS to 20400
- 20400
- Other Subbasin

City Boundary



This map published for the City of Gladstone by Leeway Engineering Solutions on 9/20/2021. Leeway makes no claims about the map's accuracy, which is based on the source data. Data was provided by the City of Gladstone, Clatsop County and BSN World Maps.

Figure 3-2
Gladstone East Basin Smoke Testing Results



3.2.2 Cross Connections and Extents of Storm Service

A total of 66 cross connections were detected during smoke testing, with 40 of those located in the east basin and 30 public in the entire project area. Cross connections can occur in higher numbers and be more difficult to address where stormwater infrastructure is not in close proximity to drains. Although most of the streets and homes within the project area do have access to storm pipes for drainage connection, many streets running east-west are not served by storm pipes. Drainage in these areas possibly flows along the curb to catch basins connected to the pipes aligned south to north, infiltration via drywells or disconnected downspouts, or is conveyed in private or unmapped pipes. Most of the cross connections identified by smoke testing have an available reconnection location to make corrections. The clusters of cross connections identified with smoke testing and described below are in locations lacking nearby storm pipes.

- West Ipswich and West Herford Street between Bellevue Avenue and Portland Avenue – Smoke was observed at roof drains on three homes and a driveway catch basin.
- East Clarendon Street between Harvard Avenue and Yale Avenue – Smoke was observed at roof drains on two homes
- East Fairfield Street and East Exeter Street between Columbia Avenue and Oatfield Road - Smoke was observed at two driveway catch basins and one roof drain.
- High Street between East Hereford Street and East Jersey Street – This area is served by a storm pipe in the right-of-way that is apparently connected to the sanitary collection system. Smoke was observed at three street catch basins and from under a deck in this area.
- West Arlington Way east of McLoughlin Boulevard – Smoke observed from three catch basins on the north side of Arlington Street.

3.2.3 Pipe Defects

For this project, the source categories of “sewer main” and “lateral pipe” represent probable defects in pipes that are sources of I/I.

Eight incidents were associated with defects in sewer mains, five in the West (10100) Basin and three in the East (20400) Basin. In the West basin, four of the sewer main locations were also identified as likely sources of I/I from the CCTV inspections. The fifth location was smoke vapors emerging from a pile of rocks near a maintenance hole on Howell Street. The main sewer pipe at this location was not identified as a source of I/I from CCTV. In the East basin, smoke vapors were observed from locations on private property, but attributed to sewer mains. One of the incidents was smoke from irrigation and water boxes near a maintenance hole (S115 on Patricia Drive) and is adjacent to a pipe identified as an I/I source. Two incidents of smoke from the soil were categorized as sewer main pipes and are privately owned (19800 Oatfield Road).

35 lateral pipe defects were detected by smoke emerging from the soil away from sewer main alignments. 18 of these lateral pipe defects were in the East (20400) Basin and 17 were in the West (10100) Basin. These lateral pipes were not inspected by CCTV. Rather than verifying the findings of CCTV, these incidents suggest that many laterals in the project area are likely in poor condition and

contributing to the high I/I in the sewer collection system. Repairing these laterals will depend on the development of a lateral program and is discussed in more depth in Section 5 of this report.

3.3 Recommendations

It is recommended that repairing inflow sources be a high priority first phase effort to reduce excess I/I flows. There are two reasons for this recommendation. First, the flows in the project area respond quickly to rainfall, suggesting that inflow is a significant source of flows in the area. Second, the total number of leak incidents identified in project area with smoke testing is extremely high. Together these two facts are strong evidence for significant inflow contributing to high I/I.

Strategies for addressing the inflow are specific to the source type, according to the following guidelines.

3.3.1 Private Sources

Removing private sources of I/I can be an effective way to reduce I/I from the sanitary collection system, as these tend to be a significant portion of the flows entering the systems. Most smoke incidents found in this investigation (84 percent) were associated with private service lines and cleanouts. The detected private sources by source category are as follows:

- **Lateral Pipes** – There were 35 incidents related to lateral service pipes and connections observed during smoke testing in the project area. Leaking laterals tend to be one of the largest sources of I/I in sanitary collection systems. However, laterals can often leak, and a smoke emission incident does not occur during smoke testing. For this reason, a comprehensive holistic lateral rehabilitation or replacement program is recommended to address all laterals within the area, which can be done in conjunction with rehabilitation of the public sewer mains.
- **Other Lateral (Defects)** – These 126 incidents included predominately broken, missing or defective cleanout caps, with five incidents being smoke in buildings. The exact type of defect that caused the vapors to leak into crawl spaces and basements can only be determined through further investigation. Causes could be missing or dry p-traps, pipe defects under soil in crawl spaces, defective cleanout caps in a building or faulty ventilation of sanitary waste drains. The incidents in this group should be corrected to improve the safety for individuals on the property. The recommendation is to notify property owners that a defect was found on their property during the smoke testing and that is a safety issue at the property.
- **Private Cross Connections** – 35 private cross connections were found in the project area using smoke testing. Along with defective lateral pipes, cross connections can be significant sources of I/I flow in sanitary collection systems. These sources include area drains and downspouts connected to the sanitary system via a service lateral. Often the reason for this connection is lack of an appropriate stormwater drainage connection available for the property. Recommendations include correcting the connection where an appropriate stormwater drainage system is available, extending stormwater services where they are currently lacking or consider disconnecting downspouts if the soils are sufficiently permeable. Addressing these

connections on private property will entail motivating property owners to implement changes on their property or the City will need to proactively disconnect these cross connections.

3.3.2 Public Sources

- **Public Cross Connections** – 31 public cross connections were identified in the project area. These were connections where runoff from the street flows directly into the sanitary collection system and included catch basins leaking from the soil around them. These can drain large areas and can be significant contributors to inflows, especially in areas where metered flows quickly respond to rainfall. Correcting these cross connections is a recommended high priority action.
- **Sanitary main defects** – 10 sanitary main sewer defects were identified in the area. These are likely sources of infiltration when soils are saturated around the defective pipe. Most of these have also been identified with CCTV, but all should be addressed by rehabilitation or replacement of the defective pipeline.

3.3.3 Further Investigation Using Dye Testing

No dye testing was recommended at this time based on the smoke testing findings. Dye testing will likely be an important design step during any subsequent design activities.

Section 4 CCTV Investigation

CCTV inspection provides the opportunity for visual inspection of an asset's condition. This is an industry standard method that provides video recordings of the entire length of a sewer pipeline, and allows visual assessments of pipe condition. CCTV video only reveals pipe defects or infiltration sources above the water surface level and requires appropriate light to obtain high quality visual images. The inspection method, inspection results and rehabilitation recommendations are discussed below.

4.1 Inspection and Evaluation Methods

The inspection work was conducted between October 21, 2020 and June 30, 2021. Prior to inspection, each sewer mainline was cleaned. The camera inspection equipment was deployed to obtain CCTV imagery of the visible sewer pipe interior surface. Inspections were conducted during low to medium flow periods to optimize the CCTV quality and capture infiltration events.

4.1.1 Defect Codes and CCTV Inspection Documentation

Visible defects were coded by type, location and severity based on the National Association of Sanitary Sewer Companies (NASSCO) condition ratings and provided in a condition report for each pipeline. Structural defects include cracked or fracture pipe, broken pipe and voids, deformed pipe, sags, surface damage and offset joints, Operational defects include roots, grease or other deposits, and infiltration. Defects are coded 1-5 with the higher score indicating higher severity structural or operational defects.

The CCTV inspection team produced high quality video and reports summarizing the field observations and defect codes for each pipeline inspected. The video for any pipelines purporting a defect grade of 4 or 5 was reviewed by the engineering team to identify sources of infiltration and confirm coded defects. If a pipe had a structural grade of 3 or less, report was reviewed, but the video was not reviewed further. The summary reports for each pipe are included in Appendix C.

4.1.2 Structural Condition and Infiltration Source Categories

The inspected pipes were sorted into more general structural condition and infiltration source categories based on condition grade, observed defects and defect severity.

The subcategories of pipe structural condition are described further below.

- **Failed or potential to fail** – Grade 5 defects, such as crushed or broken pipe, large offset joints, holes with voids or soil intrusion visible, multiple instances of multiple fractures
- **Moderate to Severe Defects** – Grade 4 defects, such as instances of multiple cracks or smaller voids
- **Minor or No Defects** – Minor defects including hairline cracks, chips, and other defects purported to be Grade 3 or below

Infiltration source categories range from very likely source to unlikely source and are based upon specific indications of infiltration. The “Very Likely Source of Infiltration” category overlaps with the structural defect subcategory “Failed or Potential to Fail” in that the majority of Grade 5 structural defects such as fractures, offset joints and voids are also sources of groundwater infiltration. Additional signs of infiltration include active weepers or gushers and staining.

The subcategories by infiltration source are as determined with the following observations:

- **Very Likely Source of Infiltration** – Weepers, Gushers, Voids, Fractures, significant offset joints, large voids with soil visible
- **Likely Source of Infiltration** – Staining or roots
- **Unlikely Source of Infiltration** – No staining or major defects seen, minor roots

4.2 Summary of Results

For this project, all 235 pipes within the project area were inspected to assess the structural condition and infiltration potential. The majority of pipes were inspected completely from end to end. However, eight pipes were only partially inspected due to impassable conditions such as broken pipe, protruding taps or other obstructions.

The results of the inspections and data review are outlined by structural condition category in Table 4-1 and by infiltration source category in Table 4-2. As expected, most of the “Failed or Potential to Fail” pipes were also considered “Very Likely Source of Infiltration”. Several figures illustrate the findings of the CCTV inspections for the East and West Basins. The structural defect grades are illustrated for the West Basin in Figure 4-1 and the East Basin in Figure 4-2. The structural conditions by category are shown for the West Basin on Figure 4-3 and for the East Basin on Figure 4-4. Infiltration source categories are shown on the map in Figure 4-5 and Figure 4-6.

Table 4-1. Summary of Pipe Structural Condition Findings

| Structural Condition Category | Count of Pipes |
|-------------------------------|----------------|
| Failed or Potential to Fail | 44 |
| Moderate to Severe Defects | 21 |
| Minor or No Defects | 162 |

Table 4-2. Summary of Pipe Infiltration Source Findings

| Infiltration Source Category | Count of Pipes |
|------------------------------------|----------------|
| Very Likely Source of Infiltration | 35 |
| Likely Source of Infiltration | 33 |
| Unlikely Source of Infiltration | 167 |

Legend

City Boundary

Subbasin

Barton PS to 20400

20400

Manhole

Grade Defect

Not Inspected

0

1

2

3

4

5

Kennedy Jenks

GLADSTONE
Oregon

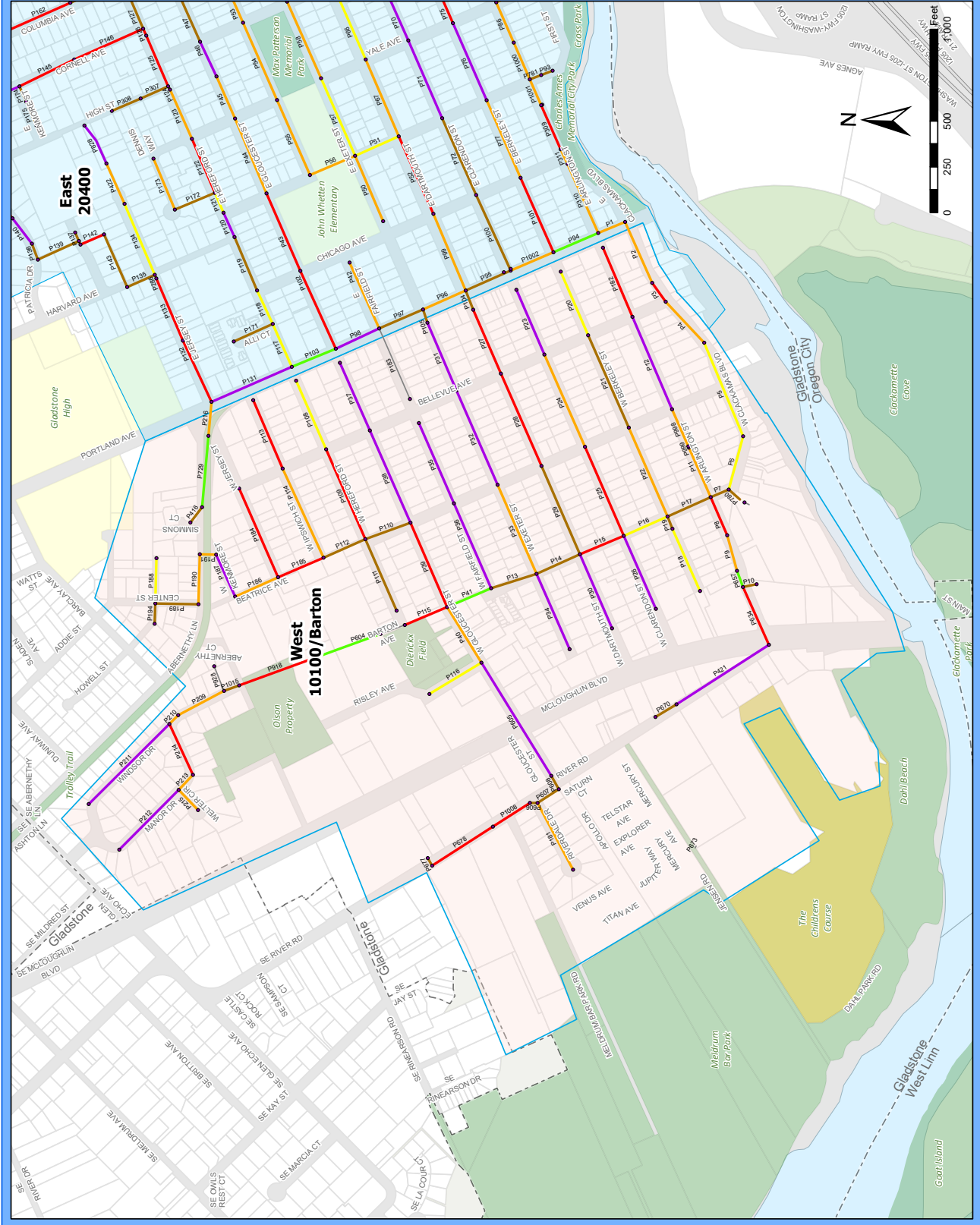


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Figure 4-1.

Gladstone West Basin
Pipe Defect Grades

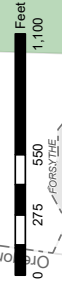
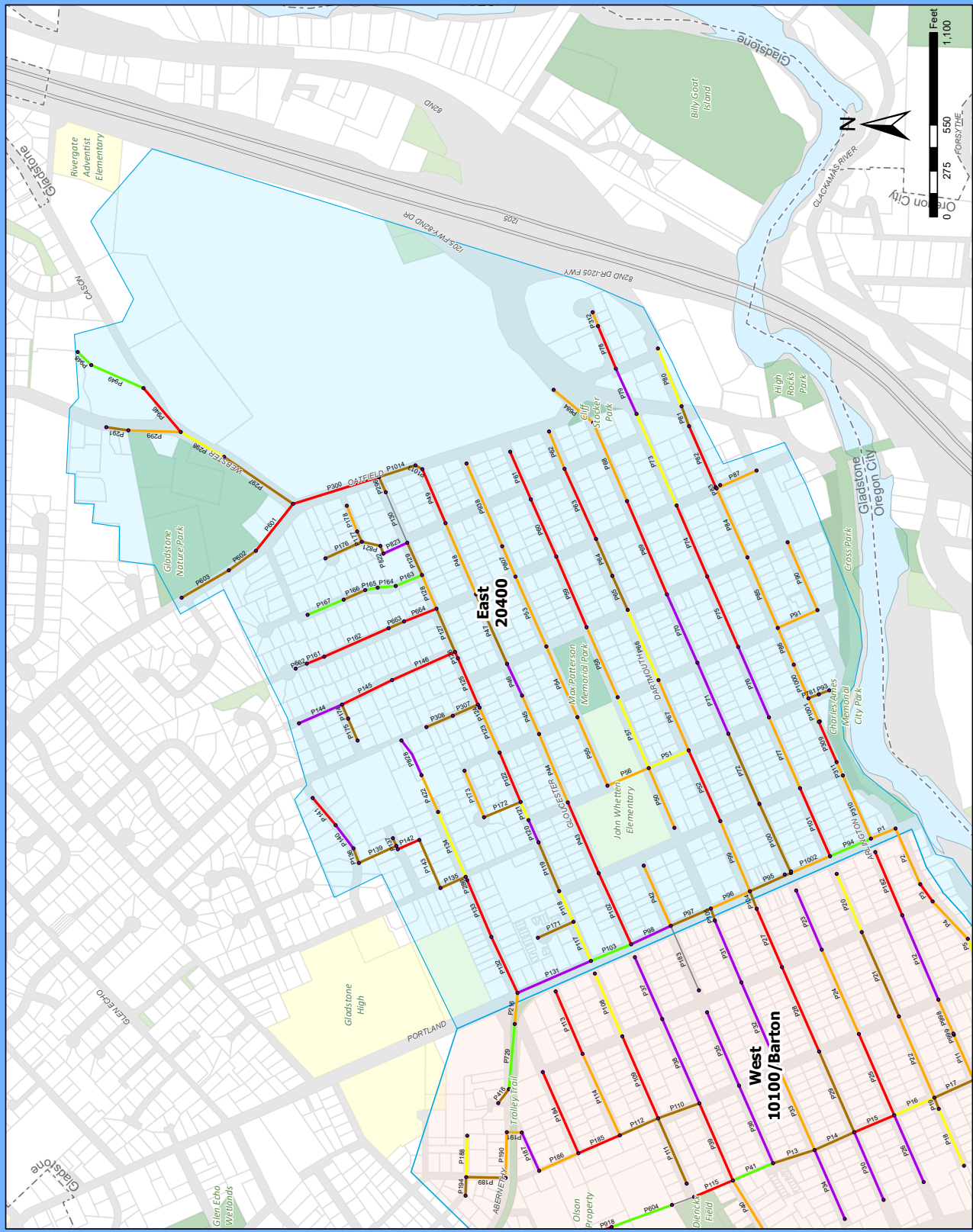


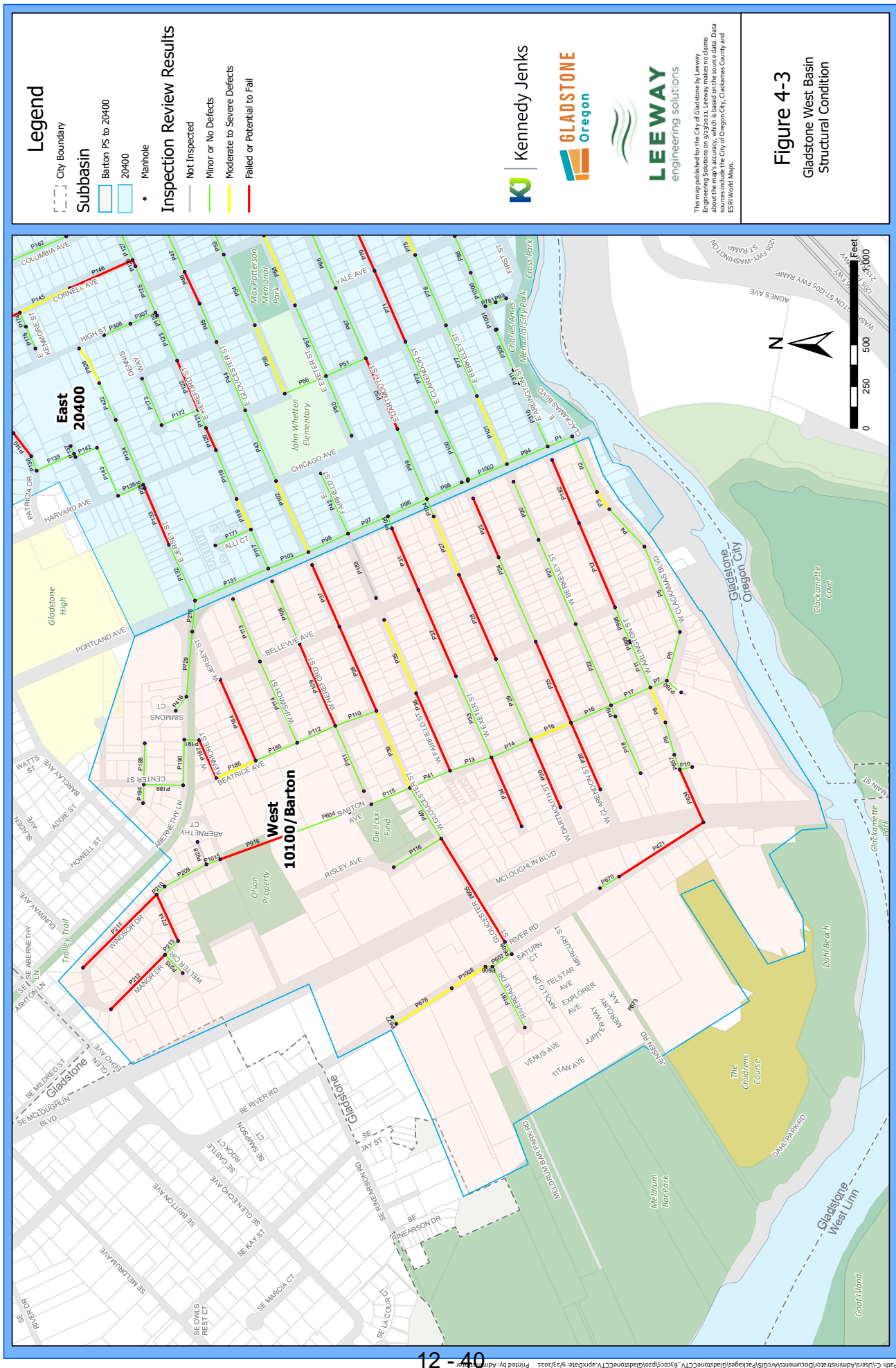
- Legend**
- City Boundary
 - Subbasin
 - Barton PS to 20400
 - 20400
 - Manhole
 - Grade Defect
 - Not Inspected
 - 0
 - 1
 - 2
 - 3
 - 4
 - 5



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Figure 4-2
Gladstone East Basin
Pipe Defect Grades





Legend

City Boundary

Subbasin

Barton PS to 20400

20400

Manhole

Inspection Review Results

Not Inspected

Minor or No Defects

Moderate to Severe Defects

Failed or Potential to Fail

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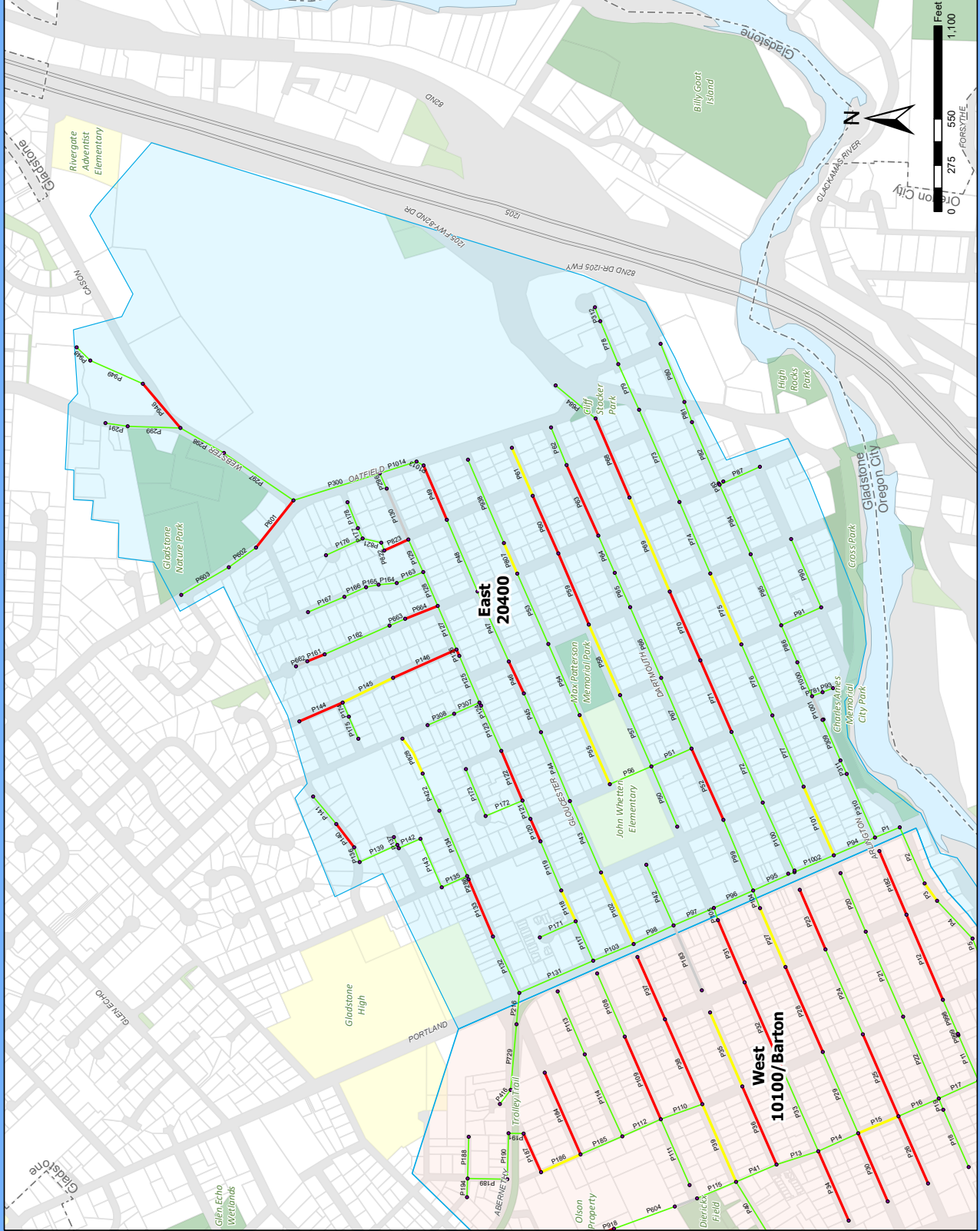
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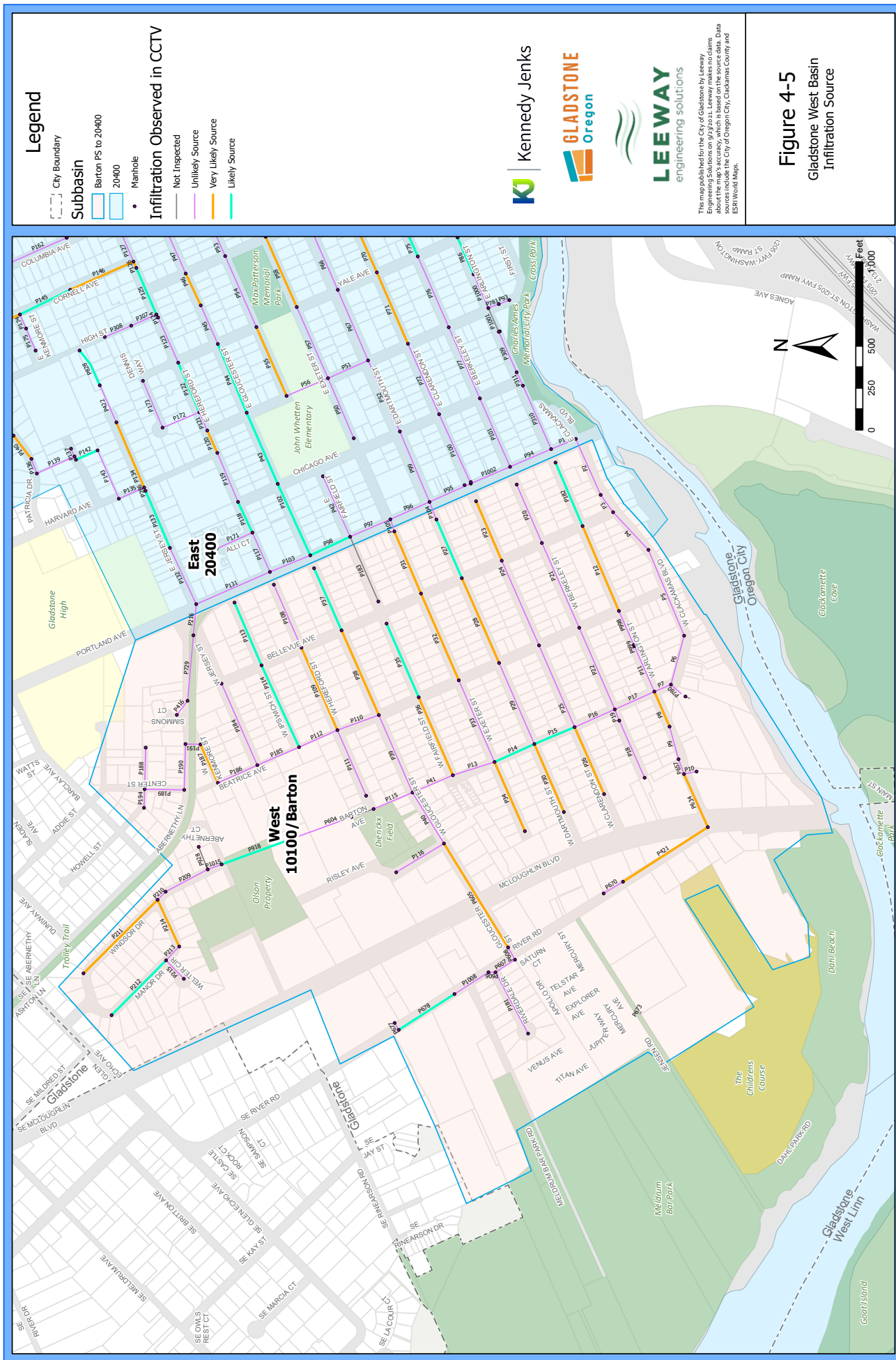


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Figure 4-4
Gladstone East Basin
Structural Condition





Legend

City Boundary

Subbasin

- Barton PS to 20400
- 20400
- Manhole

Infiltration Observed in CCTV

- Not Inspected
- Unlikely Source
- Very Likely Source
- Likely Source

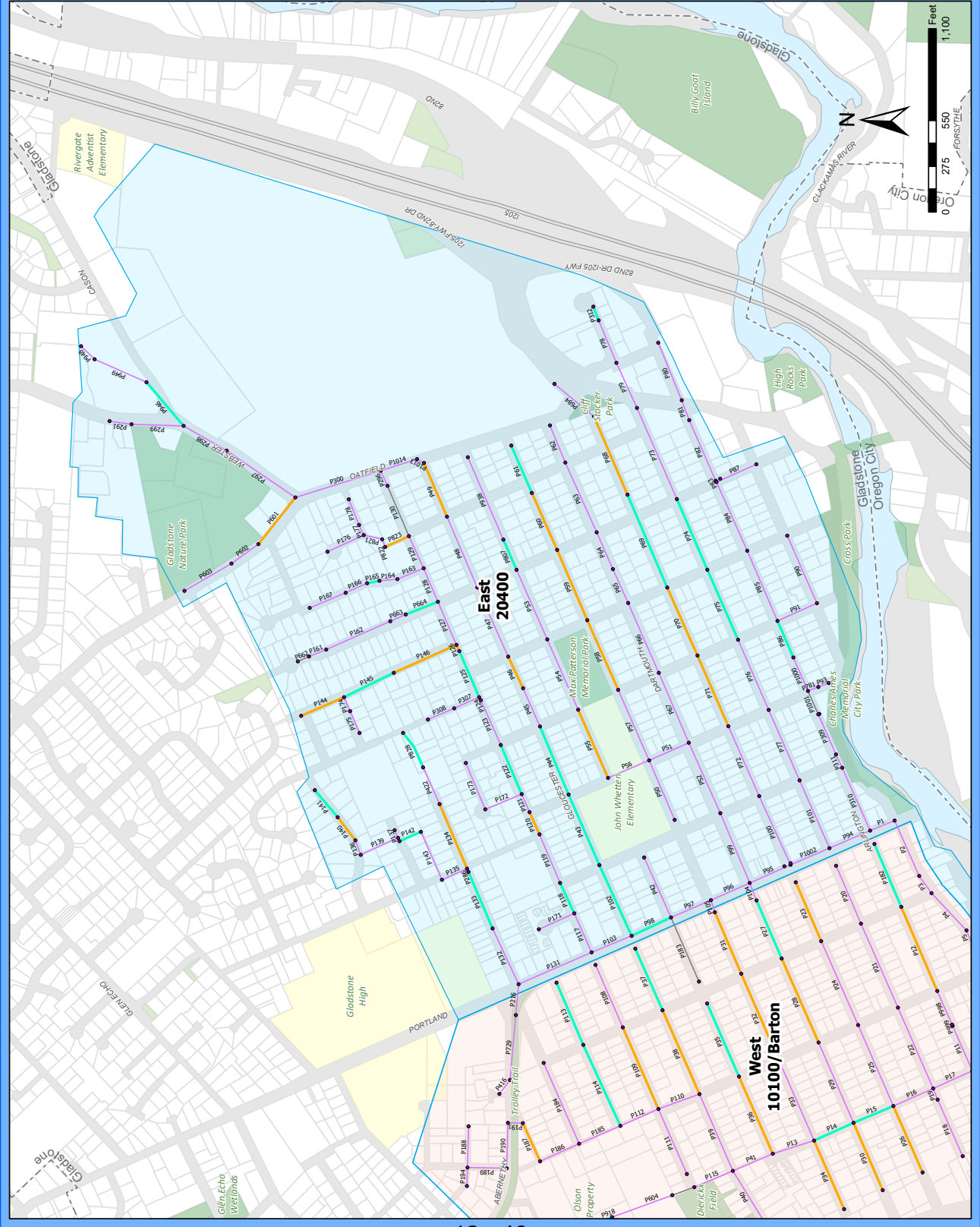
Kennedy Jenks

GLADSTONE Oregon

LEEWAY engineering solutions

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Figure 4-6
Gladstone East Basin
Infiltration Source



4.3 Recommendations Based on Structural Condition

After review and analysis of CCTV video of the West and East Basin areas in Gladstone, 48 pipes are recommended for immediate repair, including all 44 pipes in the “failed or potential to fail” structural condition category and the remaining four pipes that are categorized as “very likely source of infiltration” but not considered structurally failed.

The pipes in the “moderate to severe defects” structural category are considered lower priority and can be monitored and addressed in a later project. Pipes that are “likely source” of infiltration are also considered a lower priority for repair. These should still be repaired but can be delayed to a later project phase.

The repair recommendations by structural condition category and are shown overlapping infiltration source categories in Figure 4-7 and Figure 4-8. Repair of these pipes will reduce infiltration entering the conveyance system and avoid costly emergency repairs on pipes that exhibit severe structural defects.

- Legend**
- City Boundary
 - Subbasin
 - Barton PS to 20400
 - 20400
 - Manhole
 - Defective Pipe Repair
 - Failed or Potential to Fail
 - Watch Me
 - Infiltration Pipe Repair
 - Very Likely Source
 - Likely Source
 - Other

Kennedy Jenks

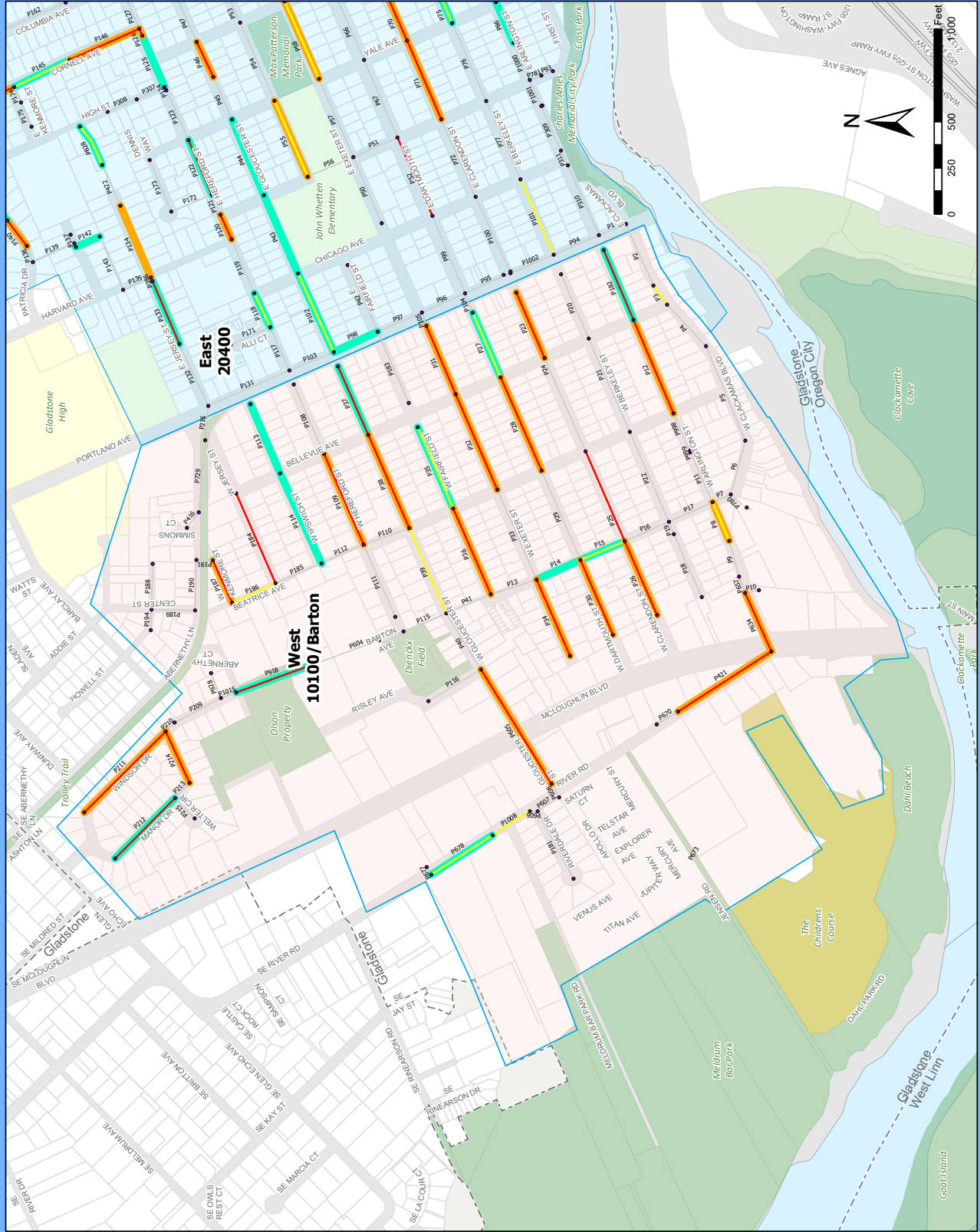
GLADSTONE
Oregon

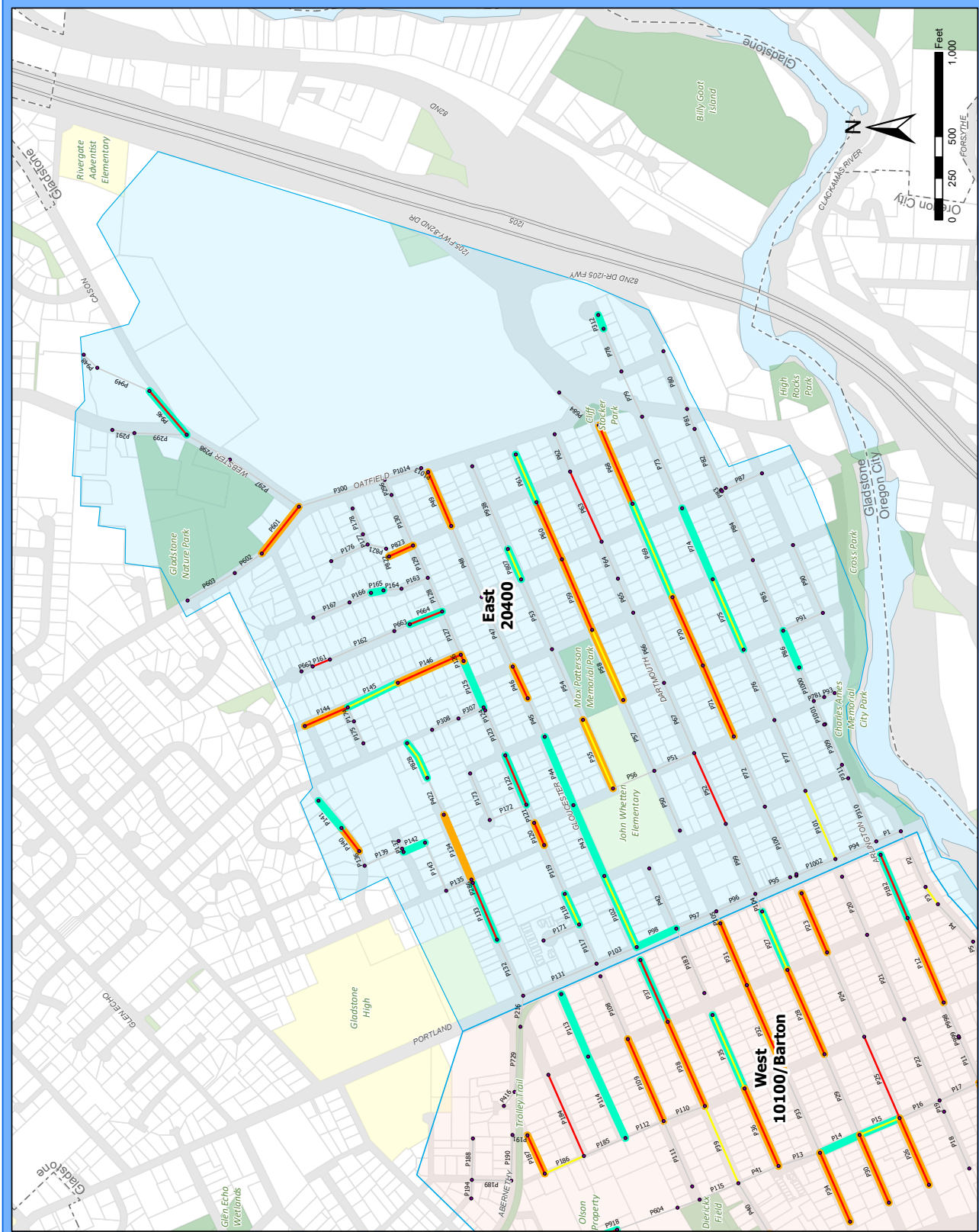


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Figure 4-7
Gladstone West Basin
Repair Recommendations





Legend

City Boundary

Subbasin

Barton PS to 20400

20400

- Manhole

Defective Pipe Repair

Failed or Potential to Fail

Watch Me

Infiltration Pipe Repair

Very Likely Source

Likely Source

Other _____



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Figure 4-8
Gladstone East Basin
Repair Recommendations



Section 5 I/I Reduction Plan

The following recommended I/I reduction plan is a framework for a prioritized, sequential plan to address the discovered sources of I/I. This framework focuses on I/I reduction steps 6 and 7; developing I/I reduction projects that are manageable and measurable, and post-rehabilitation assessment to determine the impacts of projects. The assessment will allow for adjustments to scope, budget, and schedule for future projects as needed.

5.1 Available Strategies for Reducing I/I

To plan for I/I abatement, the I/I removal that can be expected with various approaches to rehabilitating the system needs to be estimated. In several locations where long-term rehabilitation projects have been initiated, pilot projects have been conducted prior to commencing any large-scale rehabilitation program. The purpose of pilot projects is to perform a single type of rehabilitation on an entire sub-basin that can be monitored before and after system rehabilitation to determine the impact of the approach. This allows rehabilitation methods to be directly compared to each other and the most cost-effective method applied on a more system-wide basis. I/I reduction approaches that have been used in other pilot projects include rehabilitation of main line and sewer service connections only; main line and the laterals to the property lines (lower laterals) only; laterals from the property line to the building (upper laterals) and lower laterals only; and upper laterals only.

One such pilot study and I/I reduction project was conducted in Sweet Home, Oregon. Figure 5-1 shows the anticipated removal percentages of I/I, depending on the extent of rehabilitation, based on the results achieved Sweet Home. The work consisted of rehabilitation of sewer mains and lateral connections only, laterals only (both lower and upper), and full rehabilitation of the mains and entire laterals to the building. In Sweet Home, each incremental step in the extent of rehabilitation resulted in a gain of 20-25 percent I/I reduction. The costs of extending the project to the next higher level of rehabilitation was less than 20 percent. The full rehabilitation approach was much more cost-effective than partial rehabilitation, in terms of cost per gallon of I/I removed. These types of reductions have been validated by more recent I/I projects in the Willamette Valley and around the Pacific Northwest.

An explanation for these outcomes is that the granular pipe bedding and trench backfill used for sewers tends to act as a basin-wide French drain, allowing groundwater to move freely through permeable media until entry points are found at sewer defects. Because infiltration into pipelines is closely related to groundwater levels, fixing problems in one part of a basin only moves the problem elsewhere. In

many cases, it is not until the defects in an entire basin are addressed that the expected drop in infiltration is achieved.

Based on outcomes achieved by previous I/I reduction efforts, achieving the goal of 65 percent I/I reduction within the project area will likely require basin-wide mainline rehabilitation and some degree of private lateral rehabilitation.

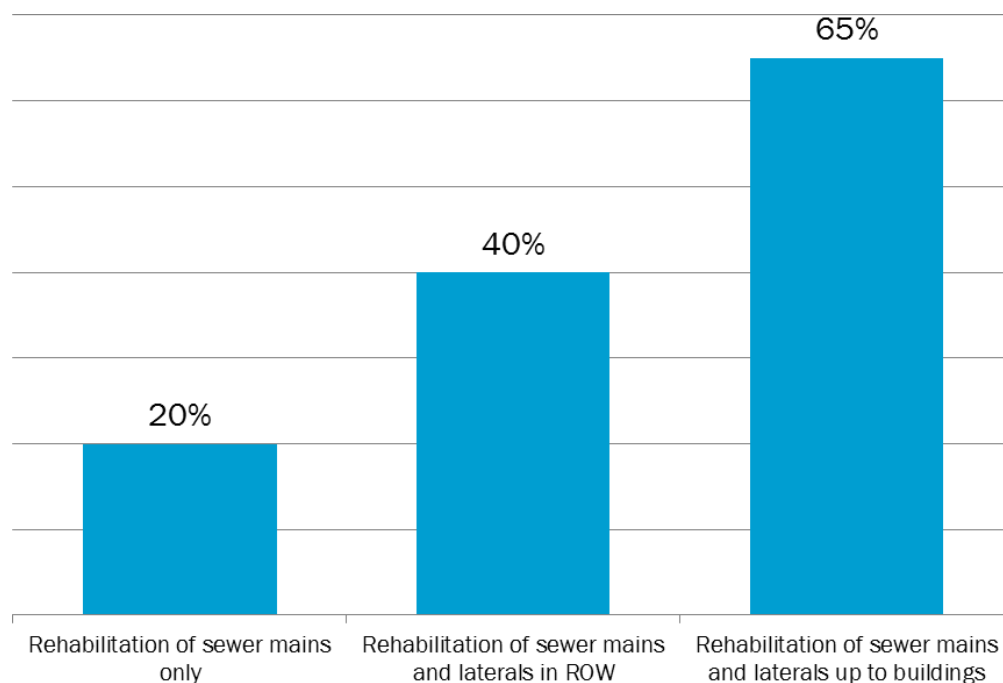


Figure 5-1. Percent of RDII removal possible

5.1.1 Selective versus Holistic Mainline Rehabilitation

Sewer mainline and manhole rehabilitation to reduce I/I has proven most effective when done on a basin-wide basis. However, the approach ultimately recommended for Gladstone depends on many factors, but in general, the condition of the sewers, the surface and sub-surface conditions (under road or gravel, in bedrock or soil), and available funding for the project dictates if it is feasible to rehabilitate the entire basin or simply focus on the worst defects.

5.1.2 Private Lateral Rehabilitation

The City’s ownership for the collection system is limited to the sewer main and the service connections. However, the City is also responsible for conveying and treating all flows that come into their collection system, regardless of whether the entry point is on a private lateral or public sewer main. Furthermore, studies and other I/I programs have demonstrated that addressing only the sewer main has limited effectiveness compared to sealing the system with comprehensive rehabilitation of mains and laterals.

Private lateral rehabilitation is an important component of a program that successfully reduces I/I by 65 percent.

5.1.3 Funding and Performing Private I/I Reduction Work

The following discussion assumes the City will self-perform the disconnection or rehabilitation of individual private I/I sources. Properties with wide-spread private I/I sources, such as the property on the far eastern side of the East Basin, should be addressed on a case-by-case basis. There are several approaches to financing and developing private I/I source removal projects, including:

- Enforcement of the Municipal Code and responsibility on private property owners
- City-financed and City-led projects on private property
- Lateral renewal programs, constructed by private property owners but financed by the City

Development of a City policy is recommended prior planning, budgeting, and design of rehabilitation projects that include private I/I sources (including laterals).

5.2 Municipal Code to Address Private I/I Sources

As a precursor to identification of projects, the City must first determine their ability to either request or perform elimination of private I/I sources.

The City's Municipal Code, in Section 13.12.100, states:

(1) Neither temporary nor permanent drainage of ground and storm water from excavations into the sanitary sewer system shall be permitted.

(2) Drainage from roofs, storm sewers or storm drains shall not be permitted into the sanitary sewer system and no such connection will be permitted.

This language is sufficient for the City, if they so choose, to enforce the disconnection of private sources of inflow into the system including, but not limited to roof downspouts, broken or missing cleanout caps, and private catch basins and area drains.

Additionally, the City can use the Municipal Code to enforce the rehabilitation and elimination of private sources of groundwater infiltration, such as foundation drains, sump pumps, and defective laterals.

5.3 Impacts of I/I Reduction Projects

Disconnection of I/I sources from the sanitary sewers can have repercussions, including impacts on private property and flooding. The City should evaluate the impacts of disconnecting these sources. In particular, the *Gladstone Stormwater Master Plan* (Brown and Caldwell, 2014) should be consulted to determine stormwater impacts that could result from inflow source disconnection projects.

5.4 I/I Reduction Plan

The recommended I/I Reduction Plan is focused on reducing the highest amount of I/I at the lowest cost. The plan includes achievable project and incremental assessments that will allow for adjustments along the way, as needed.

5.4.1 Reduction of Infiltration

The results of smoke testing and CCTV indicate widespread defects in the collection system and the need for holistic basin rehabilitation of all sewer mains to reduce infiltration in the project area. This strategy will also renew and extend the life of the sewers, many of which have reached the end of their useful design lives.

5.4.2 Recommended I/I Reduction Projects

The recommended I/I Reduction Plan should have the following project elements:

Project 1: Disconnection of inflow sources in close proximity to storm pipes

This project will correct catch basins, areas drains, roof drains and defective cleanouts connected to the sanitary sewer and discovered by smoke testing. This project will address only those inflow sources that can be reconnected to existing storm pipes. The project is comprised of the elements shown Figure 5-2 for the West (10100) Basin and Figure 5-3 for the East (20400) Basin that are not in proximity to the bold red stormwater extension lines.

Project 2: Disconnection of inflow sources that require storm sewer extensions

Similar to Project 1, this project will also correct catch basins, areas drains, roof drains and defective cleanouts connected to the sanitary sewer. This project will address those inflow sources that require storm pipe extensions. The project elements are those adjacent to the stormwater extensions shown on Figure 5-2 for the West (10100) Basin and Figure 5-3 for the East (20400) Basin.

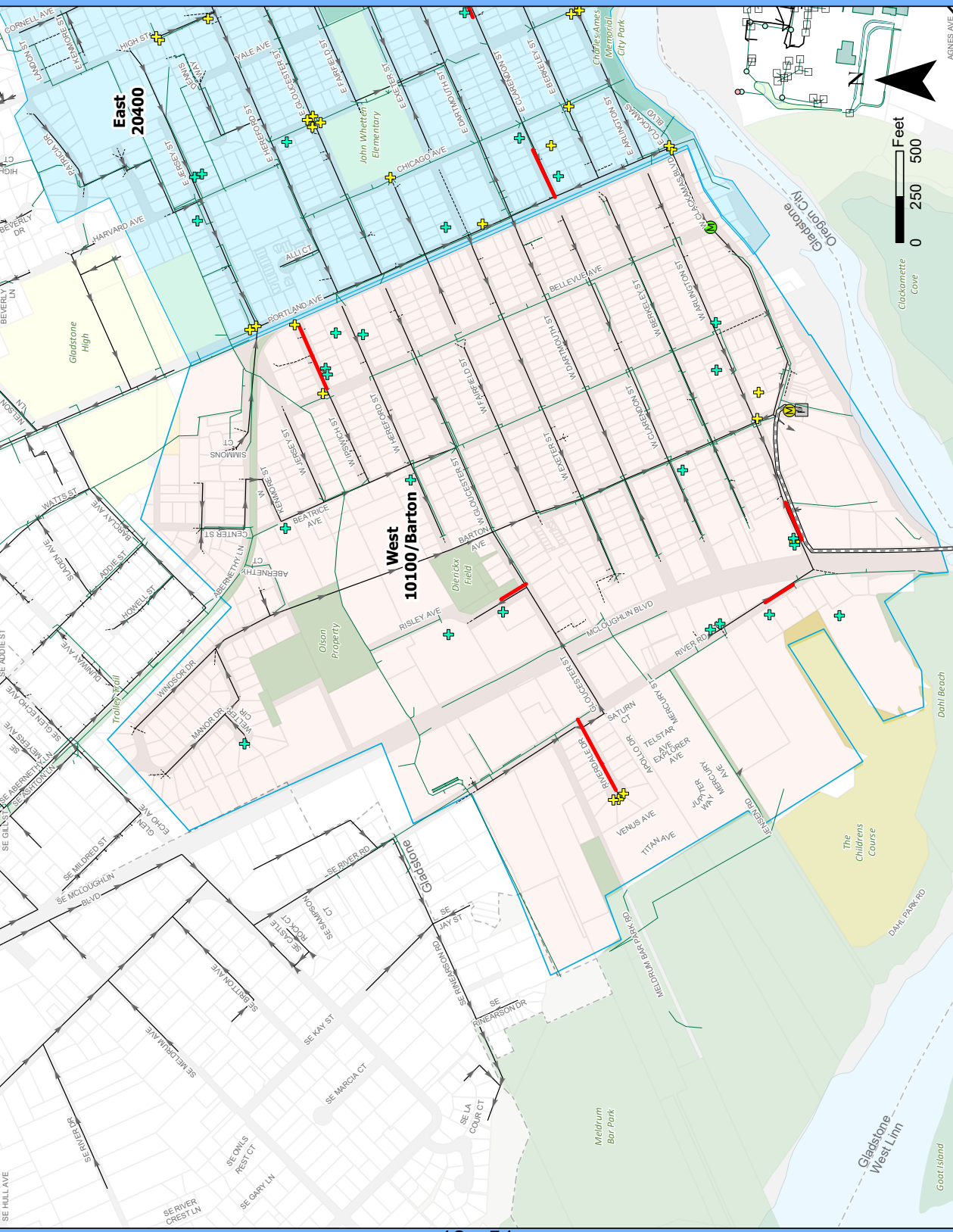
Assessment 1: Post-disconnection monitoring and modeling

This assessment will measure the effectiveness of removing inflow sources from the system and provide the opportunity to verify the need for further I/I reduction.

Project 3: Rehabilitation of West (10100) Basin sewers

This project will rehabilitate or replace all sewer mainlines, manholes and laterals in the West (10100) Basin, except those that have already been lined or are constructed of PVC or HDPE materials. A preliminary determination of rehabilitation with CIPP or full pipe open cut replacement has been made for each pipe based on the defects observed with CCTV. These preliminary recommendations are shown in Figure 5-4.

Assessment 2: Post-rehabilitation monitoring and modeling



- Legend**
- Flow Monitors**
- ADS
 - WES
 - Gladstone
- Sewer Pipes**
- TYPE**
- Gravety Pipe City
 - Force Main WES
 - Lateral
 - Pump Stations WES
 - Storm Pipes
- Target Subbasin**
- Barton PS to 20400
 - 20400
- Other Subbasin**
- 22800
- Gladstone Smoke Testing Results Test**
- Leak Category**
- Private Cross Connection
 - Public Cross Connection
 - Proposed Storm Sewer Extension



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Figure 5-2
Projects 1 & 2:
Disconnects & Storm
Extensions in West Basin

Legend

Flow Monitors

ADS

WES

Gladstone

Sewer Pipes

TYPE

Gravty Pipe City

Force Main WES

Lateral

Pump Stations WES

Storm Pipes

Target Subbasin

Barton PS to 20400

20400

Other Subbasin

22800

City Boundary

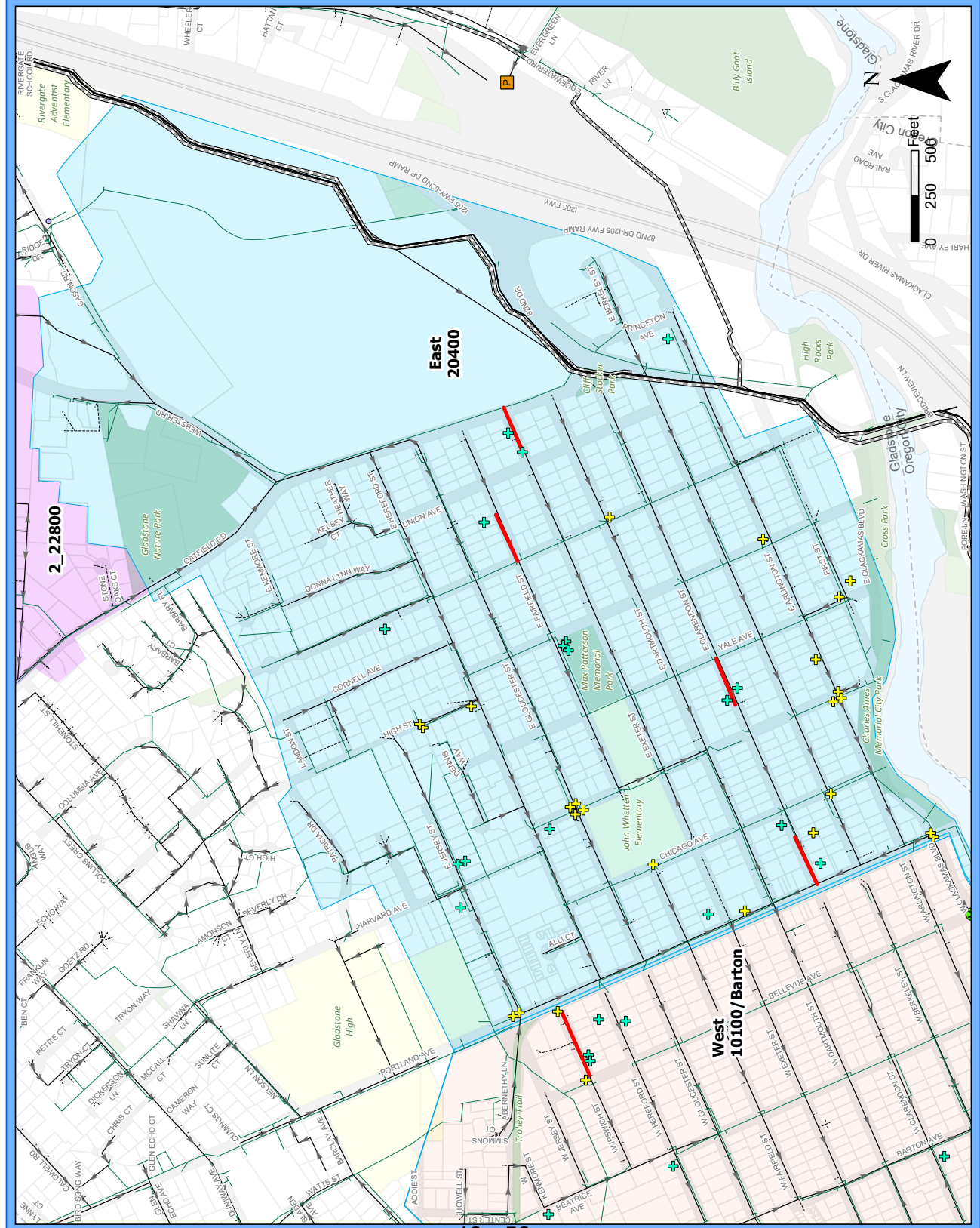
Gladstone Smoke Testing Results Test

Leak Category

Private Cross Connection

Public Cross Connection

Proposed Storm Sewer Extension



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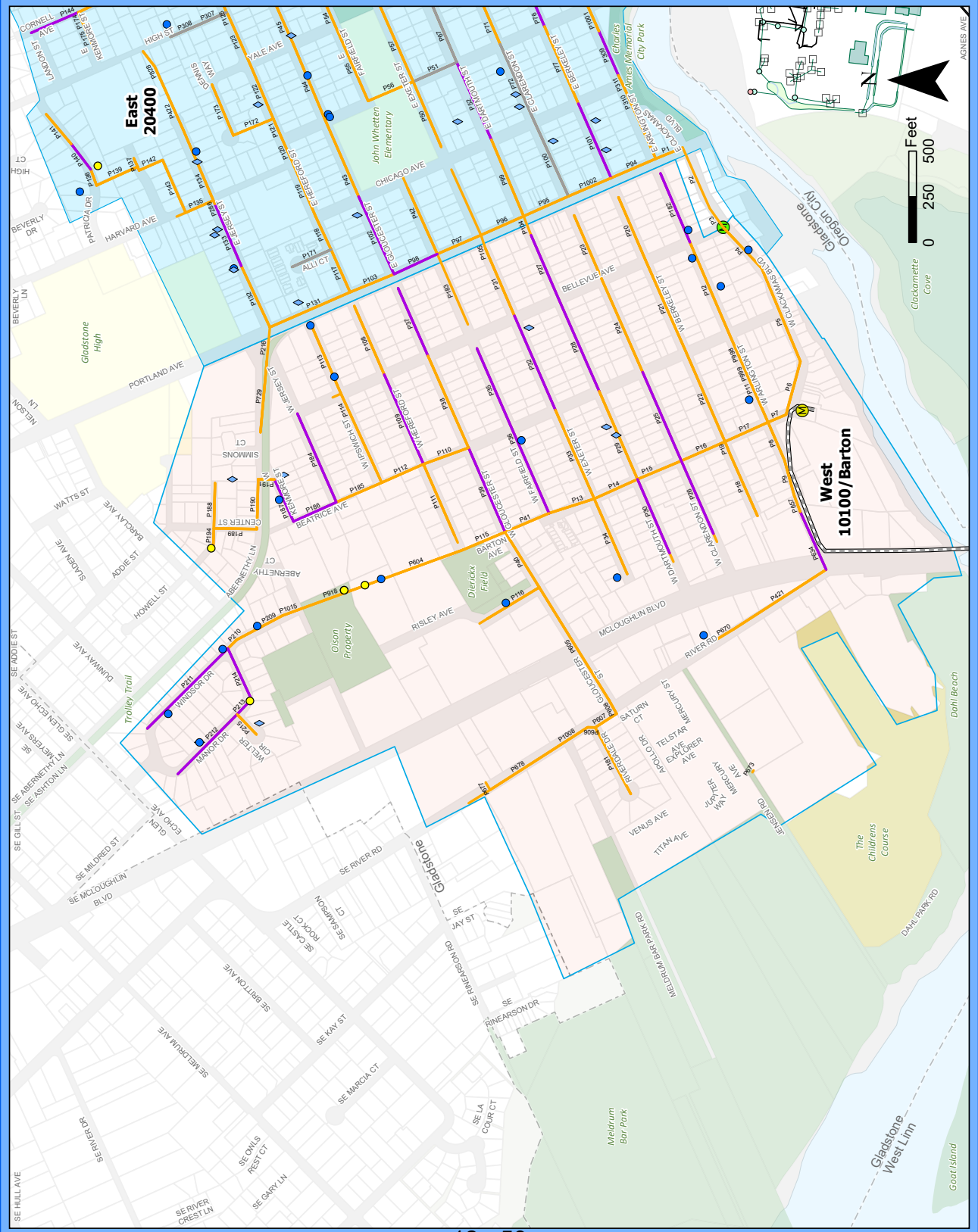
Figure 5-3
Projects 1 & 2:
Disconnects & Storm
Extensions in East Basin

- Legend**
- Repair Method**
- CTPP
 - Open Cut/Pipe Burst
 - No Repair
- Gladstone Smoke Testing Results**
- Lateral Pipe
 - Other lateral
 - Sewer Main
- Subbasin**
- Barton PS to 20400
 - 20400



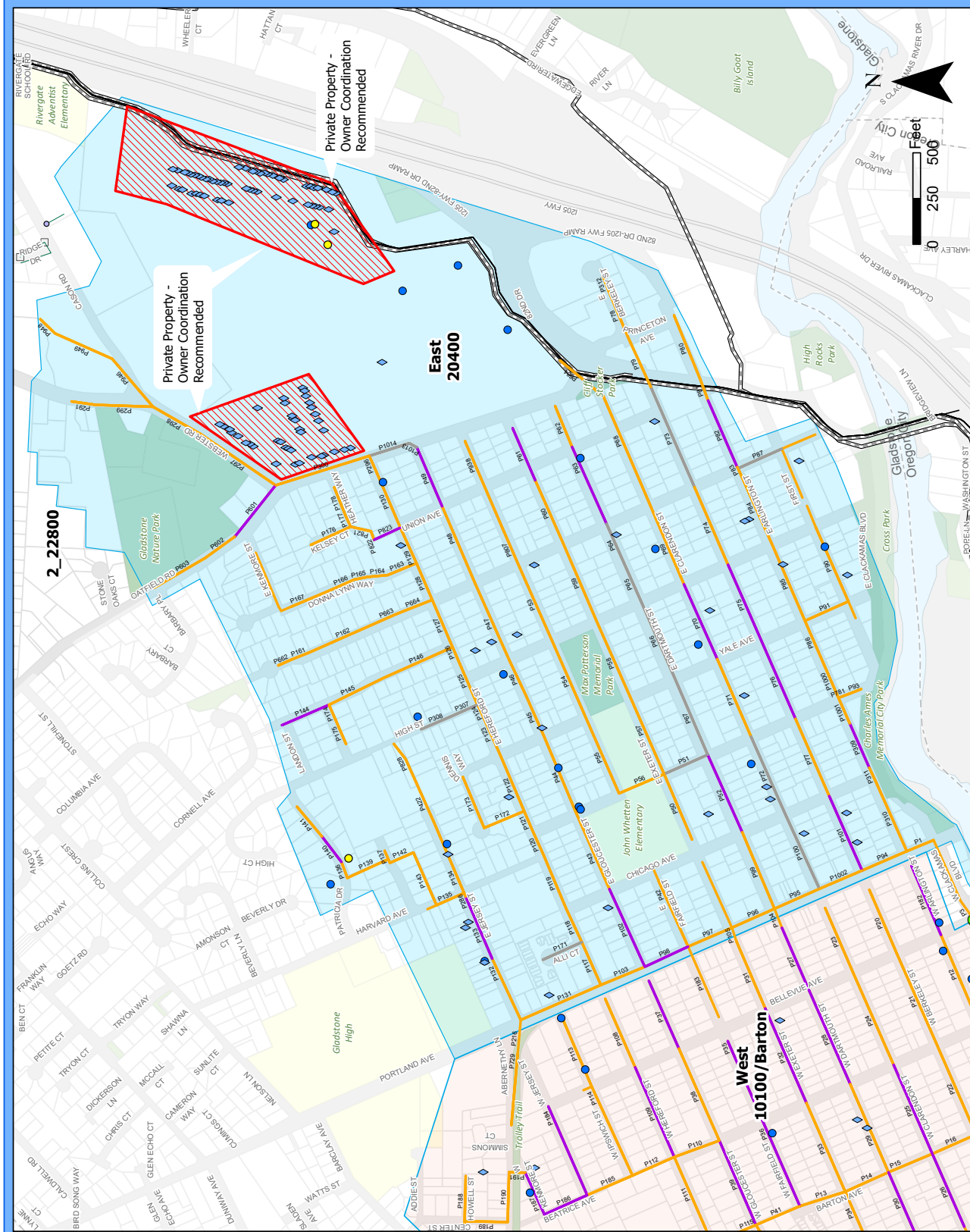
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Figure 5-4
Project 3: Pipe Repairs in West Basin



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Figure 5-5
Project 4: Pipe
Repairs in East Basin



5.4.3 Estimated Cost

Costs are based rehabilitation technology recommendations stemming from the review of CCTV inspections. Pipes with significant defects such as breaks, collapses, major offsets in joints or lateral connections are conservatively assumed to require open-cut replacement or pipe bursting. For the remainder of the pipes, cured-in-place pipe is recommended to structurally renew the pipes while also sealing the pipe from infiltration. Lateral rehabilitation methodology is assumed to follow the mainline technology. CIPP is less invasive and was assumed to be the preferred repair method and recommended when possible.

Table 5-1 lists the budgetary unit costs for the recommended project elements.

Table 5-1. Unit Costs for I/I Reduction Work

| Item | Unit | Unit Cost ⁵ |
|---|-------------|------------------------|
| Private Inflow Source Disconnection | Each | \$2,000 |
| Public Inflow Source Disconnection | Each | \$7,500 |
| Storm Sewer Extension | Linear Foot | \$350 |
| CIPP Sewer Main, ≤ 10-inch | Linear Foot | \$110 |
| CIPP Sewer Main, ≥ 12-inch | Linear Foot | \$145 |
| CIPP Lateral, Connection to ROW (20-foot long) + cleanout | Each | \$5,000 |
| CIPP Lateral, Connection to Building (50-foot long) + cleanout | Each | \$7,500 |
| Manhole Rehabilitation | Each | \$6,000 |
| Open-Cut or Bursting Sewer Main, ≤ 10-inch | Linear Foot | \$220 |
| Open-Cut or Bursting Sewer Main, ≥ 12-inch | Linear Foot | \$275 |
| Open-Cut or Bursting Lateral, Connection to ROW (20-foot long) + cleanout | Each | \$6,500 |
| Open-Cut or Bursting Lateral, Connection to Building (50-foot long) + cleanout | Each | \$10,000 |
| Manhole Replacement | Each | \$8,000 |

Table 5-2 shows the West Basin rehabilitation project component costs. Table 5-3 shows the East Basin rehabilitation project component costs. Costs assume one lateral per parcel. Using peak 5-year 24-hour rainfall-derived I/I flow rates (6.48 MGD in West Basin and 7.06 MGD in the East Basin), the tables below also list the estimated peak I/I removed and the cost-effectiveness of the removal. The most cost-effective approach to reducing I/I is also the only approach known to achieve 65 percent I/I flow

⁵ 2021 dollars

reduction – full rehabilitation of sewer mains, manholes and laterals throughout the basin. However, rehabilitating only portions are not necessarily additive; for example, rehabilitating only the private laterals may not provide an appreciable benefit, as groundwater tends to migrate along the pipe trenches and find pathways into the system, both up into laterals as well as to the next downstream or upstream pipe segments. For the most cost-effective I/I removal, the City should rehabilitate the sewer mains, manholes, and lateral connections as well as address the full extent of the laterals in the entire West basin. Detailed cost breakdowns are included in Appendix D.

Table 5-2. West Basin Rehabilitation Project Costs and Cost Effectiveness

| Rehabilitation Project Components | Cost (\$) ⁶ | 5-Year 24-Hour Peak I/I Removed (MGD) | \$ Per Gallon of I/I removed (\$/gallon per day removed) |
|--|------------------------|---------------------------------------|--|
| All West Basin Sewer Mains and Manholes Only (20% I/I flow removal) | \$8,400,000 | 1.30 | \$6.46/gal |
| All West Basin Sewer Mains, Manholes, plus Laterals in the ROW (40% I/I flow removal) | \$13,400,000 | 2.59 | \$5.16/gal |
| All West Basin Sewer Mains, Manholes, plus Entire Laterals from Mains to Private Buildings (65% I/I flow removal) | \$16,000,000 | 4.21 | \$3.78/gal |

Table 5-3. East Basin Rehabilitation Project Costs and Cost Effectiveness

| Rehabilitation Project Components | Cost (\$) ⁷ | 5-Year 24-Hour Peak RDII Removed (MGD) | \$ Per Gallon of I/I removed (\$/gallon removed) |
|---|------------------------|--|--|
| All East Basin Sewer Mains and Manholes Only (20% I/I flow removal) | \$8,750,000 | 1.41 | \$6.18/gal |
| All East Basin Sewer Mains, Manholes, plus Laterals in the ROW (40% I/I flow removal) | \$15,000,000 | 2.82 | \$5.30/gal |
| All East Basin Sewer Mains, Manholes, plus Laterals from Mains to Private Buildings (65% I/I flow removal) | \$18,150,000 | 4.59 | \$3.95/gal |

⁶ 2021 dollars, includes 20% engineering and administration and 30% contingency. This cost estimate constitutes a Class V cost estimate per AACE standards, which is within an accuracy range of -50 percent to +100 percent.

⁷ 2021 dollars, includes 20% engineering and administration and 30% contingency

Table 5-4 shows the total project costs for the recommended projects.

Table 5-4. Recommend Project Costs

| Project | Description and Assumptions | Project Cost ⁸ |
|--|---|---------------------------|
| Project 1: Inflow Disconnection | Disconnection of inflow sources on private property or in close proximity to storm sewers | \$790,000 |
| Project 2: Storm Sewer extensions | Disconnection of inflow sources that require storm sewer extensions | \$1,310,000 |
| Assessment 1: Post-Disconnection Assessment | Post-Inflow Disconnection Monitoring and Modeling | \$100,000 |
| Project 3: Rehabilitation of West Basin (10100) sewers | Holistic rehabilitation of sewer main, manholes, and laterals (as close as possible to the building foundation) | \$16,000,000 |
| Assessment 2: Post-West Basin Rehabilitation Assessment | Post-Rehabilitation Monitoring and Modeling | \$100,000 |
| Project 4: Rehabilitation of East Basin (20400) sewers | Holistic rehabilitation of sewer main, manholes, and laterals (as close as possible to the building foundation) | \$18,150,000 |
| Assessment 3: Post-East Basin Rehabilitation Assessment | Post-Rehabilitation Monitoring and Modeling | \$100,000 |

5.4.4 Other Considerations

The City should look to address the defective/broken/missing cleanout caps on private property on the far eastern side of the East Basin. The high concentration of defective cleanouts in concentration in the East Basin appears to be a significant source of I/I and should be addressed. The City will need to determine how to approach this specific property; the project is not included in the above recommended project list.

Additionally, on the far western portion of the West Basin, the City had indicated that the private RV parks may be a significant source of I/I. Because these were on private property, the sewers were not smoke-tested or inspected via CCTV. The City should coordinate with these RV parks to schedule testing and inspection and any subsequent disconnection of discovered I/I sources.

5.4.5 Plan Sequence and Timing

⁸ 2021 dollars, includes 20% engineering and administration and 30% contingency. This cost estimate constitutes a Class V cost estimate per AACE standards, which is within an accuracy range of -50 percent to +100 percent.

As a discharger into the Clackamas Water Environment Services' (WES) regional system, the Clackamas County *Sanitary Sewer Master Plan for Water Environment Services* (Jacobs, 2019) identified the need for Gladstone to reduce their peak flows to the Clackamas Pump Station by 2025. In addition, per the Mutual Agreement and Order (MAO) between the Oregon Department of Environmental Quality and the City of Gladstone, all construction related to removing "major sources of inflow" must be completed by January 2024.

A sequence was developed for the City to attempt to meet the above deadlines. The City should initiate policy, right-of-way, and design efforts in 2022. This would allow for the advertisement, bidding, and construction of the project work during the dry season of 2023 and completion by January 31, 2024. This also would allow the City the opportunity to assess the effectiveness of the rehabilitation work and determine the need to design and construct the next project.

After every major construction phase, the City should perform a post-rehabilitation effectiveness assessment. This will quantify I/I reduction achieved from the various efforts so that mid-stream refinements to the program can be made and future investments can be better focused. For the City, this would be done most efficiently by conducting pre- and post-rehabilitation flow monitoring and recalibration of the hydrologic model. The key ingredient in determining the impact of rehabilitation is having sufficient and accurate flow and rainfall data that is collected at similar locations so that a direct comparison can be made between pre- and post-rehabilitation results.

Table 5-5 shows the recommend projects, costs, and approximately schedule that meets the City's current MAO.

Table 5-5. Recommend I/I Projects

| Project | Description | Project Cost ⁹ | Schedule |
|---|---|---------------------------|------------------------------------|
| Project 1: Inflow Disconnection | Disconnection of inflow sources on private property or in close proximity to storm sewers | \$790,000 | Design: 2022 Construction: 2023 |
| Project 2: Storm Sewer extensions | Disconnection of inflow sources that require storm sewer extensions | \$1,310,000 | Design: 2022 Construction: 2023 |
| Assessment 1: Post-Inflow Assessment | Post-Rehabilitation Monitoring and Modeling | \$100,000 | Winter 2023/2024 |

⁹2021 dollars, includes 20% engineering and administration and 30% contingency. This cost estimate constitutes a Class V cost estimate per AACE standards, which is within an accuracy range of -50 percent to +100 percent.

| Project | Description | Project Cost ⁹ | Schedule |
|--|---|---------------------------|------------------------------------|
| Project 3: Rehabilitation of West Basin (10100) sewers | Holistic rehabilitation of sewer main, manholes, and laterals (as close as possible to the building foundation) | \$16,000,000 | Design: 2024 Construction: 2025 |
| Assessment 2: Post-West Basin Rehabilitation Assessment | Post-Rehabilitation Monitoring and Modeling | \$100,000 | Winter 2025/2026 |
| Project 4: Rehabilitation of East Basin (20400) sewers | Holistic rehabilitation of sewer main, manholes, and laterals (as close as possible to the building foundation) | \$18,100,000 | Design: 2025 Construction: 2026 |
| Assessment 3: Post-East Basin Rehabilitation Assessment | Post-Rehabilitation Monitoring and Modeling | \$100,000 | Winter 2026/2027 |

5.5 Summary

After Project 2 and the fulfillment of the obligations of the MAO, the City could elect to separate Projects 3 and 4 into phases to spread out the work across multiple years. This will also allow the City to work collaboratively with Clackamas Water Environment Services in a regional manner.

Section 6 References

- Brown and Caldwell. (2014). *Gladstone Stormwater Master Plan*. Portland, Oregon: Brown and Caldwell.
- J.F. Miller, R. H. (1973). *NOAA Atlas 2 Precipitation-Frequency Atlas of the Western United States. Volume X - Oregon*. Silver Spring, MD: US Department of Commerce.
- Jacobs. (2019). *Sanitary Sewer System Master Plan for Water Environment Services*. Oregon City, Oregon: Clackamas County Water Environment Services.
- Murray, Smith and Associates. (2017). *City of Gladstone Sanitary Sewer Master Plan*. Gladstone, Oregon: City of Gladstone.

Section 7 Appendix

- A. Notes from Field Crew Interviews
- B. Smoke Testing Report
- C. CCTV Summary Reports
- D. Detailed Cost Breakdowns

City of Gladstone Staff Report

Report Date: June 8, 2022
Meeting Date: June 14, 2022
To: Gladstone City Council
From: Jacque Betz, City Administrator

AGENDA ITEM

Approval of Local 350-03 AFSCME & City of Gladstone Collective Bargaining Agreement 2022-2025.

History/Background

City's negotiations team - Nancy McDonald, Human Resources Consultant
Darren Caniparoli, Public Works Director

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

Both teams met in good-faith on January 18 & 19, February 8, and May 3 and participated in negotiations for a successor agreement between the City of Gladstone and Local 350-03 AFSCME. On May 25 at a special union meeting a vote of AFSCME Local 350-03 members present ratified the proposed Agreement.

Attached is a red-lined version of the proposed new agreement which incorporates the changes resulting from these negotiations. The proposed new agreement is consistent with consensus of the City Council's authorization given to the City's negotiations team during the April 26 and June 7 executive sessions.

Proposal

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

Recommended Staff Action

Staff recommends the Council approve this Agreement.

Options

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

Cost Impact

All salaries and associated payroll benefits included within this Agreement are adequately funded in the proposed Biennial 2021-2023 Budget with an essential employee one-time recognition award provided from unallocated funds received by the City through the American Rescue Plan Act (ARPA).

Department Head
Signature

Date


City Administrator
Signature

6/8/22
Date

Attachment: Red-lined version of CBA

AGREEMENT ~~5/25/2023/26/2019~~

Between

CITY OF GLADSTONE

and

LOCAL 350-03

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

~~2019-2022~~2022-2025

City Proposal January 18, 2022

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| City Proposal January 18, 2022

PREAMBLE

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

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ARTICLE 1 – UNION RECOGNITION

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Section 1. Bargaining Unit

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

Section 2. New Hires

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

Section 3. Position Changes

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

Section 4. Limitations

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

ARTICLE 2 –UNION MEMBERSHIP AND DUES CHECKOFF

Section 1. Union Membership

Membership or non-membership in the Union shall be the individual choice of an employee. Employees are subject to the terms of their Union membership. The terms of this agreement have been made for all employees in the bargaining unit and not only for members of the Union.

Section 2. Union Dues

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

Section 3. New Hires

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

Section 4. Union Agreement

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

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ARTICLE 3 – GRIEVANCE PROCEDURE

Section 1. Grievance

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

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

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

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

Section 2. Grievance Steps.

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

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

Step 3 Mediation. If the grievance is still unsettled, the moving party will file for mediation, within ten (10) working days after the reply of the City Administrator or designee(s) is due, by written notice to the other to request mediation. The parties shall mutually agree to a mediator or use the ERB. The moving party will contact the ERB and request a mediator within twenty (20) days of the City Administrator's response. Mediation will be scheduled with the mediator and must initiate within sixty (60) days of the initial notice/request to the ERB, unless

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City Proposal January 18, 2022

otherwise agreed. The parties will engage in at least two (2) mediation sessions. This mediation step does not apply to employment termination cases, unless mutually agreed.

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

Section 3. Selection of Arbitrator

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

Section 4. Expenses of Arbitration

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

Section 5. Verbatim Record

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

Section 6. Arbitrator Decision Binding

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

Section 7. Time Limits

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

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

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

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

Section 8. Grievance Meetings

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

ARTICLE 4 – DISCIPLINE AND DISCHARGE

Section 1. Discipline with Just Cause

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

Section 2. Disciplinary Action

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

Section 3. Discussing or Administering Discipline

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

Section 4. Disciplinary Process

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

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

Section 5. Written Reprimand

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

Section 6. Grievance

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

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ARTICLE 5 – UNION RIGHTS

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Section 1. Stewards

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

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

Section 2. Visits by Union Representatives

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

Section 3. Negotiating Sessions

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

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

Section 4. New Employee Orientation

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

Section 5. Bulletin Board

The City agrees to furnish and maintain three bulletin boards. One (1) in the [Library Senior Center](#), one (1) in the City Hall, and one (1) in the City Shops.

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

ARTICLE 6 – HOURS OF WORK

Section 1. Regular Hours

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

Section 2. Work Schedules

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

Section 3. Rest Periods

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

Section 4. Clean-Up Time

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

ARTICLE 7 – HOLIDAYS

Section 1. Holiday List

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

- A. New Year's Day
- B. Martin Luther King's Birthday (Third Monday in January)
- C. Washington's Birthday (President's Day)
- D. Memorial Day
- E. [Juneteenth](#)
- F. Independence Day
- G. Labor Day
- H. Veteran's Day
- I. Thanksgiving Day
- J. Christmas Day
- K. Two Employee's Floating Holidays
- L. Any day declared a paid holiday for city employees by the City Council.

Section 2. Holiday falls on Weekend

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

Section 3. Work on a Holiday

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

Section 4. Leave Over Holiday

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

Section 5. Holiday on Normal Day Off

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

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ARTICLE 8 – VACATIONS

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Section 1. Vacation Accrual Schedule and Terms

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

| | |
|--|-----------------------------|
| More than 1 year, but less than 5 3 | 80 hours/year* |
| 3 or more years but less than 5 | 96 hours/year* |
| 5 or more years, but less than 10 | 120 hours/year* |
| 10 or more years, but less than 45 13 | 136 hours/year* |
| 13 or more years, but less than 15 | 152 hours/year* |
| 15 or more years, but less than 20 | 184 hours/year* |
| 20 or more years, but less than 25 | 200 hours/year ² |
| 25 or more years, but less than 30 | 216 hours/year* |
| 30 or more years, but less than 35 | 232 hours/year* |
| 35 or more years, | 240 hours/year* |

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

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

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

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

Section 2. Maximum Accrual

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

Section 3. Scheduling Vacation

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

City Proposal January 18, 2022

Vacation leave may be used in ¼ hour increments.

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

Section 4. Vacation sell back.

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

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

An employee must maintain an account balance of eighty (80) hours after the sell back to the City.

ARTICLE 9 – SICK LEAVE

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Section 1. Accrual

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

Section 2. Eligibility

Employees are eligible for sick leave for the following reasons:

- A4.** For an employee's mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care-
- B.2.** To care for a family member with a mental or physical illness, injury or health condition, care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition or care of a family member who needs preventative medical care. Immediate family shall be defined as the spouse of an employee, the biological, adoptive or foster parent or child of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee or a person with whom the employee was or is in a relationship of in "loco parentis".
- C3.** Any other reason required by law.
- D4.** OFLA and FMLA Leave. Leave for birth, adoption or placement of a foster child, or to care for the serious health condition of family members or the employee's, will be administered in accordance with the provisions of the Oregon Family Leave Act (OFLA) and the Federal Medical Leave Act (FMLA). Employees utilizing leave under this Section for birth, adoption or placement of a foster child shall be allowed to use any form of earned, paid leave (vacation, compensatory time or sick time). Employees utilizing leave under this Section to care for the serious health condition of family members or the employee shall exhaust all paid sick leave benefits before using other types of earned paid leave.
- 1A.** If the period of disability because of childbirth or related circumstances extends beyond the time allowed under OFLA or FMLA, then the employee may take a leave of absence not to exceed one (1) year without pay or benefits. When the above occurs, the employee must work out the condition of the leave of absence with the department manager/director, who shall submit it to the City Administrator for approval.

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

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and including dismissal. Examples of suspected abuse would be repeatedly calling in sick on Mondays, or Fridays or a day during the week that an employee is on standby status.

Section 3. ~~Employees Enrolled in Equitable Retirement Plan.~~

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

1. ~~When seven hundred twenty (720) sick leave hours have been accumulated, then any sick leave over seven hundred twenty (720) hours may be used as personal time off, at the rate of four (4) hours off for each eight (8) hours of accumulated sick leave, at no time to exceed one hundred twenty (120) hours.~~
2. ~~An employee may not take sick leave benefit days off in blocks of more than five (5) days at one (1) time.~~
3. ~~Sick leave benefit days shall not be used along with accumulated vacation time.~~
4. ~~Effective July 1, 2006 the maximum accumulation shall be nine hundred forty (940) hours.~~

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Section 34. Conditions of Use

- A. If required by the City Administrator or designee, sick leave with pay in excess of three (3) consecutive working days shall be allowed only after presenting a written statement from a health care provider certifying that the employee's condition prevented them from reporting for work. The City may not request medical certification if leave is being taken for a reason under Oregon's Domestic Violence leave statute.
- B. The City may also request verification/certification as provided for by state law. The cost of this examination will be paid by the City.
- C. Employees or their emergency contact shall verbally report to their supervisor (leaving a voice mail on the supervisor's desk or cell phone or email is ok, a text or email is not acceptable) the reason for absence prior to the time the employee is expected to report for work. Sick leave with pay shall not be allowed unless such report has been made.

Section 45. Leave Donation

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

ARTICLE 10 – OTHER LEAVES

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Section 1. Leaves of Absence

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

Section 2. Jury Duty

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

Section 3. Bereavement Leave

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

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

Section 4. Funeral Participation

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

Section 5. Military Leave with Pay

- A. For all periods of annual active duty for training as a member of the National Guard, National Guard Reserve or of any reserve component of the Armed Forces of the United States or of the United States Public Health Service, any employee of the City of Gladstone is entitled, upon application therefore, to a leave of absence from their duties for a period not exceeding fifteen (15) work days in any one (1) calendar year, without loss of time, pay or regular leave and without impairment of efficiency rating or other rights or benefits to which hethe employee is entitled.

Section 6. Military Leave without Pay

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

Section 7. Conferences and Conventions

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

Section 8. Union Leave

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

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

ARTICLE 11 – SENIORITY

Section 1. Definitions

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

Section 2. Break in Service

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

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

Section 3. Seniority List

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

Section 4. Application of Seniority

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

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ARTICLE 12 – LAYOFF/RECALL

Section 1. Layoff

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

Section 2. Recall

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

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

Section 3. Recall List

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

ARTICLE 13 – POSTING AND FILLING OF VACANCIES

Section 1. Vacancy Posting

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

Section 2. Promoting Within City Services

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

Section 3. Applicants Outside City Services

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

Section 4. Filling Vacancies

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

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ARTICLE 14– INSURANCE AND RETIREMENT

Section 1. Health, Prescription, Dental & Vision

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

Employees shall contribute 10% of the total monthly premiums, through payroll deductions on a pre-tax basis unless specifically requested different by an employee and the Employer shall contribute 90% of the total monthly premium.

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

Employees may select from health plans as offered by the Employer providing employees an option between a health maintenance organization - (Kaiser) Plan B, or a traditional co-pay type plan (Regence BC/BS) Co-Pay Plan B PPP or other.

The employer will provide a monthly HRA/VEBA contribution to each employee as follows: (1/12th of the annual)

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

Effective January 1, 20203, 20244 and 20225 the employer will contribute \$25 to each eligible employee's HRA/VEBA for consideration towards the HRA/VEBA administrative fee.

Section 2. Part-time Employees

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

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

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

~~The two (2) part-time employees eligible for health insurance under this agreement at this time shall be grandfathered such that the City will provide the full HRA/VEBA values as described in this Article, Section 1.~~

Section 3. Life Insurance

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The City shall ~~maintain~~ increase the life insurance benefit on all employees from a minimum of \$10,000 to \$30,000 of life insurance on all employees. If CIS does not allow a change mid-plan year, this increase will take effect January 1, 2023.

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Section 4. Long Term Disability Insurance (LTD)

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

Section 5. Joint Insurance Committee

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

Section 6. Retirement

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

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

Section 7. IRS Section 125 plan

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

ARTICLE 15 – COMPENSATION – CITY PROPOSAL 5/3/2022

Section 1. Wages (Overtime Article 23)

Employees in the bargaining unit shall be paid in accordance with the attached Salary Schedule Appendix A, effective July 1, 2022, which reflects a 2% cost of living (COLA) adjustment over the previous fiscal year and retroactive to January 1, 2019 which incorporates the results of the 2018 Classification & Compensation Study prepared for all employees, except Library staff of the City of Gladstone. In addition to this COLA, all employees in the bargaining unit will receive a one-time, employee recognition award in an amount equal to that negotiated with the Police Association, minimum \$2500. The award, while taxable, will be paid the week this agreement becomes effective and is done to recognize this bargaining unit's dedication and perseverance during the pandemic.

For employees in the Gladstone AFSCME Local 350-03 new Increased base pay ranges have been identified for all several classifications based on results of a recent survey of the City's recognized comparators: Canby, Fairview, Happy Valley, Milwaukie, Oregon City and West Linn. except Library Assistant I and II which will be transferred to Clackamas County, as well as a new base pay range identified for Accountant.

Nutrition Caterer will be moved from Range 13-A to Range 15-A to be consistent with the classification of Program & Services Coordinator. The existing employee in this classification will be moved from their current pay range and step to their classification's new pay range, and to the step closest to or above their current base pay.

A new classification of Utility Worker III will be created and placed into Range 18-A. This classification will require a CDL and three (3) years of relevant experience.

-The existing Utility Worker-Journey classification which requires a CDL and four (4) years of relevant experience along with certifications within one year of hire will be moved from Range 18-A to Range 19-A. The new position will require a CDL and the relevant years of experience will be increased to five (5) years and include the requirement of at least one certification. The existing employees in this classification will be moved from their current pay range and step to their classification's new pay range, and to the step closest to or above their current base pay. This is a 5% increase to the range which will eliminate the 1.5-3% certification pay that the three existing employees are currently being paid.

Employee in existing classifications will be moved from their current pay range and step to their classification's new pay range, and to the step closest to or above their current base pay. Retroactive to July 1, 2019, the salary matrix in Appendix A shall be increased by three percent (3%).

A. Effective July 1, 2020³, the salary schedule in Appendix A shall be increased by three percent (3%). four percent (4%).

B. Effective July 1, 2021⁴, the salary schedule in Appendix A shall be increased by three percent (3%). three percent (3%).

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

Section 2. Step Increases (Probationary Periods Article 26)

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

Section 3. Longevity/Career Recognition

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

After five (5) years of service, the employee shall receive an additional one percent (1%) of base wage monthly.

After ten (10) years of service, the employee shall receive an additional ~~one~~two percent (~~1~~2%) of base wage monthly.

After fifteen (15) years of service, the employee shall receive an additional ~~two and one-half~~three percent (~~2.5~~3%) of base wage monthly.

After twenty (20) years of service, the employee shall receive an additional ~~three~~four percent (~~3~~4%) of base wage monthly.

After twenty-five (25) years of service, the employee shall receive an additional five percent (5%) of base wage monthly.

The ~~five (5),~~ ten (10), fifteen (15), ~~and~~ twenty (20) and twenty-five (25) years percentages are not cumulative.

Section 4. Licensing and Certification

Employees in the classification of Utility Worker II who already possess or obtain a Commercial Driver's License (CDL) will be paid a 5% premium the date this Agreement becomes effective. The cost of CDL driver training will be the employee's responsibility. Also, after the date this Agreement becomes effective, the City will cover the cost of the initial CDL medical exam and will reimburse the employee for the cost of a successful CDL written and driving test. Reimbursements are dependent upon employee presentation of receipts and a copy of documents verifying issuance of a commercial driver's license to the City.

Employees in the classification of Utility Worker II and Utility Worker ~~III~~Journey are encouraged to gain state certification in Water Distribution and Wastewater Collection equivalent to the state level required for the size of the City's system (currently Level II) as well as certifications pertinent to the City's operation as determined by the City. ~~Employees will receive a 1-1/2% premium for each level of certification gained, not to exceed a total of 6% based on current system requirements.~~ The City will allow an employees four hours of duty time to attend testing which is only offered during duty time and will reimburse the employee the cost of education and testing if they employee receives a passing grade. Employee is responsible for submitting receipts and a certificate of completion to their supervisor.

Section 5. Language Proficiency

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

Section 6. Gear Allowance

- A. Effective July 1, 2019 The City shall provide a gear allowance of four hundred and seventy dollars and fifty-five cents to public works employees for the purchase of shirts, pants, jackets, rain gear and boots if the employee is required to wear such gear in the course of their duties. Workers assigned to the "Utility Crew" that are fully trained in the operation of the Vactor as determined by Public Works Management will receive an additional one hundred (\$100) gear allowance per fiscal year in addition to the regular gear allowance. On July 1, 2020 and July 1, 2021, the gear allowances will escalate one and one-half percent (1.5%). Employees shall purchase gear with the gear allowance on personal time.
- The City will provide disposal jump suits as well as any additional gear as the Public Works Director deems necessary or the law dictates. This gear will be replaced on an "as needed" basis as determined by the supervisor. City purchased gear will remain property of the City.
- B. The City shall make available laundering facilities for contaminated clothing per current practice.
- C. Compensation will be prorated for new hires.

Section 6. Gear Provision/Reimbursement

- A. The City will supply Public Works field personnel all OSHA/OROSHA required safety equipment as well as rain gear, rubber boots, gloves, a winter coat or jacket, coveralls which will be replaced on an "as needed" basis as determined by the supervisor. The City will also provide each employee a City hat, five (5) shirts (long and short sleeve) each fiscal year. Employees are required to wear the supplied equipment, gear and clothing.
- B. The City will reimburse Public Works field personnel up to \$65 per pair for up to three (3) pairs per fiscal year for the purchase of work pants upon presentation of a receipt to their supervisor. After employee purchase, the work pants must be submitted to the City so that the City's logo can be affixed; these items will remain property of the City.
- C. Public Works field personnel are required to wear steel or composite toe safety boots. Employees shall be reimbursed up to \$200 per fiscal year for such boots upon presentation of a receipt to their supervisor.
- D. - The City shall make available laundering facilities for all gear and clothing supplied and for contaminated clothing per current practice.
- E. The provision and reimbursement of the gear under this section will be prorated for new hires based upon the month of the fiscal year in which hired.

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Section 7. Meal Expenses

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

A. Breakfast: ~~\$15.00~~ 16.00
B. Lunch: ~~\$17.50~~ 18.00
C. Dinner: ~~\$25.00~~ \$32.00

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

Section 8. Fitness Club Membership

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

~~Since the original intent during bargaining was to make all surrounding area 24 Hour facilities available to City employees and to reimburse an employee for their monthly or annual dues, the City will process a net (after uploading to \$43.35 for FICA, Medicare/Social Security (7.65%) and Oregon Transit Tax (.10%) because this is a taxable benefit to an employee) employee reimbursement at the Super Sport monthly membership rate of \$39.99 until the expiration of the current Collective Bargaining Agreements, which would also then sunset the provision in the updated Personnel Handbook. The annual fee currently at \$49.99 is the employee's responsibility.~~

Employees are eligible to receive a \$50.00 monthly or \$600.00 annual taxable reimbursement towards their membership fee to a health and fitness center. Any initial or annual service fee will be the employee's responsibility. Reimbursement will be processed upon presentation to the City of a receipt or proof of the employee's monthly or annual payment.

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ARTICLE 16 – WORKING OUT OF CLASSIFICATION & CALL BACK

Section 1. Working out of Classification

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

Section 2. Lead Work

Whenever an employee is assigned Lead Work, they shall be compensated by premium pay in the amount of five percent (5%) base wage for all hours worked in such capacity as assigned. Lead worker assignments shall be in writing and with clearly articulated duties as determined by the department manager/director.

Section 3. Call Back Pay

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

Section 4. Stand-by Pay

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

- A. Stand-by Assignments: The City shall ask for volunteers from those employees it determines are qualified to work stand-by duty. Stand-by duty assignments will be determined on a [yearly-semi-annual](#) basis. If less than three (3) employees volunteer, the City shall meet with employees to discuss coverage before assigning employees to stand-by duty.
- B. An employee on stand-by may either accrue ten (10) hours of (straight-time) comp time or receive ten (10) hours of pay at the employee's regular rate per week of stand-by duty. The ten (10) hours per week are based on one (1) hour per scheduled workday (usually Monday – Friday) and two and a half (2.5) hours per scheduled day off (weekend days). [Paid leave call-in during an assigned week will cause the loss of the day\(s\) pager hours calculation.](#)
- C. Employees will receive four (4) additional hours for each day of assigned stand-by on an actual holiday. For weeks that contain a holiday, employees will receive fourteen (14) hours. Employees may also select straight-time comp time accrual in lieu of pay.
- D. Stand-by pay is in addition to Call Back Pay in Section 3.
- E. Stand-by employees must respond by phone within ten (10) minutes and/or be onsite within forty-five (45) minutes if required.

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ARTICLE 17 –MANAGEMENT RIGHTS

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

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

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

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

ARTICLE 18 – WORKERS' COMPENSATION

City Proposal January 18, 2022

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

i.A. The employee may elect to receive only workers' compensation payments and no sick leave will be deducted during the period covered by the workers' compensation payments; or

ii.B. The employee may voluntarily turn in their first and all subsequent workers' compensation payments and will, in turn, receive their regular paychecks and benefits.

a-1. For the first twelve (12) months, no sick leave will be permanently deducted from the employee's accruals when the employee turns their workers' compensation payments over to the City. The City will restore the sick leave balance, temporarily deducted, after receipt of the employee's workers' compensation check.

b-2. After the expiration of twelve (12) months, only that portion of sick leave needed to make-up for the difference between the workers' compensation payments and the employee's regular paycheck will be permanently deducted from the employee's accruals when the employee turns their workers' compensation payments over to the City. The City will restore the sick leave balance, temporarily deducted, after receipt of the employee's workers' compensation check.

iii.C. At such time that the employee no longer has accrued sick leave and/or vacation time, the employee shall receive only those benefits provided by SAIF or Workers' Compensation.

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ARTICLE 19– PERSONNEL RECORDS

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Section 1. Requesting Personnel Files

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

Section 2. Critically Reflecting Materials

No information reflecting critically upon an employee shall be placed in the employee's official personnel file that does not bear the signature of the employee. The employee shall be requested to sign such material to be placed in their official personnel file provided the following disclaimer is attached:

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

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

Section 3. Written Explanation

If the employee believes that any of the above referenced material is incorrect or is a misrepresentation of facts, they shall be entitled to prepare in writing, their explanation or opinion regarding the prepared material. This shall be included as part of their official personnel record until the material is removed.

Section 4. Materials in Personnel File

An employee may include in their official personnel file, copies of any relevant materials they wish, such as letters of favorable comment, licenses, certificates, college course credits, or any other materials which relate creditably on the employee. Material reflecting caution, consultation, warning, admonishment or reprimand shall be removed upon the mutual consent of the employee and their supervisor provided to Human Resources.

Section 5. File Copies

An employee may, upon request, review and obtain copies of any of the contents of their official personnel file -or supervisory file.

Section 6. Number of Personnel Files

There shall be only one (1) official personnel file residing with Human Resources.

ARTICLE 20 – EXISTING PRACTICES

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

ARTICLE 21– CONTRACTING/SUBCONTRACTING

Section 1. Right to Contract/Subcontract

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

Section 2. Notice

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

Section 3. Consideration and Information

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

Section 4. Displaced Employees

~~If Once~~ the City makes a decision to contract out ~~bargaining unit work which results in bargaining unit,~~ it will place employees ~~being~~ displaced by ~~thesaid~~ contracting, ~~the City will place affected employees~~ in vacant City positions, provided in the City's judgment, they meet the qualifications established by the City.

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ARTICLE 22– WAIVER AND SCOPE OF BARGAINING

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

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ARTICLE 23– OVERTIME

Section 1. Overtime/Compensatory Time

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

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Section 2. Overtime Calculation

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

Section 3. Assigned Overtime

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

ARTICLE 24– SAVINGS CLAUSE

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

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ARTICLE 25-- CITY SECURITY

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

- 4.A. During the term of this Agreement, the Union and the employees, as individuals or as a group, guarantee they will not authorize, initiate, cause, aid, condone, permit, participate or join in any strike, work stoppage, slowdown, sick-out, picketing (except informational picketing), or any other concerted interruptions of City operations and services by employees.
- 4.B. In the event of a violation of this Article by the Union and/or the employees, the City may selectively, in addition to other lawful remedies, discipline such employees, up to and including discharge.
- 4.C. Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage, slowdown, observance of a picket line, picketing, or any other interruption of work.
- 4.D. In the event a dispute over a reclassification request remains unresolved, the above provisions of this Article shall not apply.

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ARTICLE 26– PROBATIONARY PERIODS

Section 1. Initial Appointments

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

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Section 2. Extending Probationary Period

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

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Section 3. Vacation

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

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Section 4. Completing Probationary Period

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

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Section 5. Termination

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

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ARTICLE 27– EMPLOYEE CONDUCT

Section 1. Personal Business

Personal business shall not be conducted during working hours.

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Section 2. Monies Owed

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

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ARTICLE 28 – RESIGNATION

To resign in good standing, an employee shall give their supervisor City Administrator or their designee no less than ten (10) working days' prior notice of such resignation unless the City Administrator or their designee agrees to permit a shorter period of notice because of extenuating circumstances. The notice of resignation shall be in writing and shall contain the reasons for leaving the City service. In the event an employee is considering retirement, two (2) months advance notice to the City Administrator employee's supervisor is required to retire in good standing.

Employees will be given twenty-four (24) hours to withdraw a resignation once submitted. Withdrawals must be in writing and provided to the City Administrator employee's supervisor or designee. Resignations are considered accepted and valid after twenty-four (24) hours from receipt. ~~The notice of resignation shall be in writing and shall contain the reasons for leaving the City service. In the event an employee is considering retirement, two (2) months advance notice to the City Administrator is required.~~

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

ARTICLE 29 – LABOR/MANAGEMENT COMMITTEE

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

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ARTICLE 30– TERM OF AGREEMENT

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This Agreement shall be effective July 1, 2019, ~~22 with Appendix "A" being effective retroactively to January 1, 2019~~ and shall continue in full force and effect until the 30th day of June, 2025. This Agreement shall remain in full force and effect during the period of negotiations or until notice of termination of this agreement is given by either party.

At the expiration of the contract on June 30, 2025 it shall be automatically renewed from year to year thereafter unless one of the parties notifies the other in writing by January 31st of the expiring year of intent to negotiate a successor agreement. In the event that such notice is given, negotiations shall begin no later than three (3) months prior to the anniversary date.

IN WITNESS WHEREOF, the parties hereto have set their hand this _____ day of _____, 2019

FOR THE CITY:

FOR THE UNION:

Jacque Betz, City Administrator

Ross Kiely, AFSCME

~~Nancy McDonald, Interim HR Director~~
Darren Caniparoli, PW Director

Chris Mott, AFSCME

~~Justin Poyser, PW Supervisor~~
Nancy McDonald, HR Consultant

Hayley Kratz, AFSCME

City Proposal January 18, 2022

APPENDIX "A" FY 2022-2023 EFFECTIVE 7/1/2022
CITY OF GLADSTONE
AFSCME REPRESENTED

MONTHLY SALARY SCHEDULE

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| 1.02 RANGE | CLASSIFICATION | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|---------------|---|-------------------|-------------------|-------------------|-------------------|-------------------|
| 13-A | Tram Driver (Hourly) | <u>37513364</u> | <u>39383532</u> | <u>41353709</u> | <u>43423894</u> | <u>45594089</u> |
| | Driver (Hourly) | | | | | |
| | Nutrition Caterer (Hourly) | <u>21.6419.41</u> | <u>22.7220.38</u> | <u>23.8621.40</u> | <u>25.0522.47</u> | <u>26.3023.59</u> |
| 14-A | Program & Serv. Coord. | <u>39383532</u> | <u>41353709</u> | <u>43423894</u> | <u>45594089</u> | <u>47874293</u> |
| | Account Clerk I | | | | | |
| | Library Assistant II (effective 7/1/19) | | | | | |
| 15-A | Utility Worker II | <u>41353709</u> | <u>43423894</u> | <u>45594089</u> | <u>47874293</u> | <u>50264508</u> |
| | Program & Serv. Coord. | <u>23.86</u> | <u>25.05</u> | <u>26.30</u> | <u>27.62</u> | <u>29.00</u> |
| | Nutrition Caterer (Hourly) | | | | | |
| 16-A | VACANT | <u>43423894</u> | <u>45594089</u> | <u>47874293</u> | <u>50264508</u> | <u>52774733</u> |
| 17-A | Account Clerk II | <u>45594089</u> | <u>47874293</u> | <u>50264508</u> | <u>52774733</u> | <u>55414970</u> |
| | Court Clerk | | | | | |
| | Office Assistant II | | | | | |
| 18-A | Utility Worker III | <u>47874293</u> | <u>50264508</u> | <u>52774733</u> | <u>55414970</u> | <u>58185219</u> |
| | Account Clerk III | | | | | |
| | Utility Worker - Journey | | | | | |
| 19-A | Account Clerk III | <u>50264508</u> | <u>52774733</u> | <u>55414970</u> | <u>58185219</u> | <u>61095480</u> |
| | VACANT | | | | | |
| | Office Assistant III | | | | | |
| | Public Works | | | | | |
| | Project Inspector | | | | | |
| | Utility Worker - Journey | | | | | |

| | | | | | | |
|-------------|--|-----------------|-----------------|-----------------|-----------------|-----------------|
| 20-A | <u>Engineering Technician (Inactive)</u> | <u>52774733</u> | <u>55414970</u> | <u>58185219</u> | <u>61095480</u> | <u>64145754</u> |
|-------------|--|-----------------|-----------------|-----------------|-----------------|-----------------|

| | | | | | | |
|-------------|------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 21-A | <u>Accountant (Inactive)</u> | <u>55414970</u> | <u>58185219</u> | <u>61095480</u> | <u>64145754</u> | <u>67356041</u> |
|-------------|------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|

Appendix B

City of Gladstone **DRUG AND ALCOHOL TESTING POLICY** **TABLE OF CONTENTS**

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~~Policy statement~~ — ADD SAVINGS CLAUSE

~~Who will be tested and when~~ —

~~Education and training~~——
~~Employee assistance program and self-referral~~——TYPO CORRECTION
~~Prescription medications~~——
~~Prohibitions~~——
~~Investigation of previous testing~~——
~~Types of Drug and Alcohol testing required~~——
~~Pre-employment Testing~~——
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~~Section A: DEFINITIONS OF TERMS~~——
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Policy Statement

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

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

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

Who Will Be Tested and When

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

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

Education and Training

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

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

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

Employee Assistance Program and Self-Referral

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

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

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

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

Prescription Medications

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

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

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

Prohibitions

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

- 1) Covered drivers must not use alcohol within four (4) hours prior to reporting for duty ("pre-duty use").
- 2) Covered drivers are prohibited from possessing alcohol while on duty; from using alcohol while on duty; and from having alcohol present in their systems at a level of 0.02 g/210 L¹ or greater while on duty. Those with levels of 0.02 or greater as demonstrated by breath alcohol testing are subject to immediate removal from duty for a minimum of 24 hours (see also "Discipline".)
- 3) Covered drivers are prohibited from using alcohol after an on-the job accident until:
 - a. The Human Resources Department has determined that alcohol testing is not required, OR
 - b. A breath alcohol test has been completed, OR
 - c. Eight (8) hours have passed since the accident.
- 4) Covered drivers must not show evidence of the use of controlled substances without a valid prescription.

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

- 5) Refusal by a covered driver to submit a urine or breath specimen when required by federal regulations will have the same consequences as a positive drug test result, or a breath alcohol test result of 0.04 or greater, (see "Discipline" section), and result in the immediate removal of the employee from duty. In addition, refusal of a test after a fatal accident may result in more severe penalties under Federal law.

Investigation of Previous Testing

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

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

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

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

Types of Drug and Alcohol Testing Required

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

1. Pre-employment Testing

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

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

2. Random Testing

Definition of Random Test. A random test is a test that is unannounced, and where every person in the random selection "pool" has an equal chance of being selected for testing each time a selection occurs. Random testing is considered to be

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an effective deterrent to substance abuse. Covered drivers are required to be randomly tested under DOT regulations.

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

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

Procedure for Notification and Specimen Collection/Testing:

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

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Reasonable Suspicion Testing

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

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

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

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

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

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

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

Post-Accident Testing

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

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

**Covered THE CITY drivers see Section E.

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

- Tested for alcohol as soon as possible, but in no case later than 8 hours after the incident.
- Drug tested as soon as possible, but in no case later than 32 hours after the incident.

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

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

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

Return to Duty and Follow-up Testing

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

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

Costs of Testing

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

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

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

DRUG AND ALCOHOL TESTING PROCEDURES

Drug Testing 42

- 1) Urine specimen collection for drug testing will be performed by qualified individuals in conformance with current standards of practice, using chain of custody procedures specified by DOT regulations (49 CFR Part 40) and with respect for the privacy and dignity of the person giving the specimen. Drug test specimens will be collected to provide at least 30 mL of urine in a "primary specimen" shipping bottle and at least 15 mL of urine in a "split specimen" shipping bottle, as described in Appendix B.
- 2) Drug testing will be performed only by laboratories certified by the Substance Abuse and Mental Health Administration (SAMHSA) of the U.S. Department of Health and Human Services (previously "NIDA"). The City's primary drug testing laboratories are given in Appendix D.

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- 3) When an initial screening test for drugs is positive, a second, confirmatory test will automatically be performed. Confirmatory positive drug tests will be reported by the testing laboratory to the MRO for verification (see "Drug Test Results Review").
- 4) As a quality assurance measure, The City's drug testing management service will submit at least (3) three blind samples to the certified laboratory for every 100 applicant/employee samples submitted as required by DOT regulations (49 CFR Part 40). A summary of the results of this quality assurance program will be provided to the City annually.

Breath Alcohol Testing

- 1) Breath alcohol testing will be performed only by qualified Breath Alcohol Technicians (see Appendix C). Testing will be conducted using evidential breath alcohol testing devices listed on the Conforming Products List of the National Highway Traffic Safety Administration.
- 2) Breath alcohol tests with results below 0.02 require no further action.
- 3) Tests with results of 0.02 or above will be confirmed as follows:
 - a. The individual being tested is instructed not to smoke, use mouthwash, drink, or eat for a period of 15 minutes.
 - b. Within 20 minutes of completion of the initial screening test, a confirmatory breath test is conducted per 49 CFR Part 40. The result is recorded in the "Confirmation Test Results" section of the Alcohol Test Form.
- 4) If the result of the confirmed breath alcohol test is 0.02 or greater, the Breath Alcohol Technician must immediately notify the Human Resources Manager, which will arrange for transportation of the individual from the alcohol testing site. The Breath Alcohol Technician will then forward a copy of the Alcohol Test Form to the Human Resources Manager.

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DRUG TEST RESULTS REVIEW

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

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

| Substance or Class | Initial Screening Cut-off | Confirmation Cut-off |
|--------------------|---------------------------|------------------------|
| Amphetamines | 1000 ng/mL | 500 ng/mL |
| Cocaine | 300 ng/mL | 150 ng/mL ¹ |

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| | | |
|---------------------------------|-----------|-----------------------|
| Marijuana (THC) | 50 ng/mL | 15 ng/mL ² |
| Opiates | 300 ng/mL | 300 ng/mL |
| Phencyclidine (PCP) | 25 ng/mL | 25 ng/mL |
| ¹ as benzoylecgonine | | |
| ² as delta-9-THC | | |

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

Medical Review Officer Role

The MRO is a consulting physician who is a licensed doctor of medicine or osteopathy with knowledge of substance abuse disorders, symptoms, treatment, and toxicology. The MRO's primary function is to review, interpret and report positive test results of the applicant or employee. The MRO or the authorized representative will also report negative test results.

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

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

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

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

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

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

Communication of Results

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

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

FAILURE TO COOPERATE

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

DISCIPLINARY ACTION AND PROCEDURES

- 1) An otherwise qualified applicant for a covered driver position whose drug test results are negative and who has documented satisfactory participation in a previous employer's drug and alcohol testing program, will be considered qualified for the position offered. Applicants with verified positive drug test results will be considered ineligible for the position.
- 2) Any covered driver found to be in violation of this Drug and Alcohol Testing Policy will be removed from duty and will be subject to progressive discipline, up to and including discharge. Violations include:
 - a. Alcohol possession or use in violation of the prohibitions stated in this Policy (e.g. pre-duty, post-accident; see page 2)
 - b. An alcohol test result of 0.04 or greater
 - c. A verified positive drug test result
 - d. Refusal to test or to cooperate
- 3) A covered driver determined to have evidence of alcohol in their system below 0.04 will be subject to progressive discipline.
 - a. On the first occasion in any two-year period in which a covered driver has a breath alcohol test result of 0.02 or greater, but less than 0.04, they will be immediately removed from work for the remainder of their shift. The covered driver would have the option of returning to work at the start of their next regularly scheduled shift but would remain in a non-duty status until 24 hours had elapsed since the time of their test. The time away from work may be considered vacation time or personal leave time, if

such is available; otherwise, it will be considered leave of absence without pay. No further alcohol testing will be required prior to resuming work at the end of the 24-hour period. This occurrence shall be considered a violation of this Policy, and will subject the employee to progressive discipline.

- b. The second and any subsequent occasion in any two-year period in which a covered driver has a breath alcohol test result of 0.02 or greater, but less than 0.04, they will be immediately removed from work for a period of at least 24 hours. The time away from work may be considered vacation time or personal leave time, if such is available; otherwise, it will be considered leave of absence without pay. No further alcohol testing will be required prior to resuming work at the end of the 24-hour period. These occasions will be considered violations of this Policy, and will subject the employee to progressive discipline.
- 4) Covered drivers who have come forward and voluntarily entered into drug and/or alcohol evaluation and treatment programs shall not have that admission used as a step against them in progressive disciplinary proceedings.
 - 5) Any combination of verified positive drug and confirmed alcohol tests shall be treated under the drug discipline procedures.
 - 6) Under the City's own authority, any covered driver who has had a confirmed alcohol result of 0.04 or above shall be subject to progressive disciplinary procedures. Before returning to duty, they must agree to the following conditions:
 - a. First Incident
 - i) Meet all return to duty requirements of the FHWA
 - ii) In the event the Substance Abuse Professional does not specify any follow-up testing, shall undergo two (2) periodic unannounced drug and/or alcohol tests at the discretion of the Human Resources Department within one (1) year of returning to duty. These tests will be conducted under City authority, in addition to any other required tests.
 - b. Second Incident
 - i) Meet all return to duty requirements of the FHWA
 - ii) In the event the Substance Abuse Professional does not specify any follow-up testing, shall undergo six (6) periodic unannounced drug and/or alcohol tests at the discretion of the Human Resources Department within one (1) year of returning to duty. These tests will be conducted under City authority, in addition to any other required tests.
 - iii) Enter into a pre-dismissal hearing including a last chance agreement.
 - c. Third Incident
 - i) Termination (a pre-dismissal hearing will be allowed.)

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

RETURN TO DUTY PROCEDURES

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

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

RECORD KEEPING PROCEDURES

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

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

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

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

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

Record Retention

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

- | | |
|--|---------|
| • Negative and canceled drug test records; records of alcohol test results less than 0.02 | 1 year |
| • Specimen collection/alcohol test records; records of supervisor training | 2 years |
| • Records of verified positive drug test results; alcohol test results of 0.02 or greater; refusals to be tested for drugs and/or alcohol; SAP evaluations and referrals | 5 years |
| • Documentation of EBT calibration | 5 years |
| • Calendar year record of total number of employees tested and the results of tests | 5 years |

INFORMATIONAL RESOURCES

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

Human Resources Department

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Telephone: (503) 722-3426

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

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Section A: Definition of Terms

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

Accident:

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

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

Alcohol: Ethyl alcohol or ethanol

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

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

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

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

CFR: United States Code of Federal Regulations

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

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

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

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

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

City: City of Gladstone

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

DOT: United States Department of Transportation

The City: The City of Gladstone

FHWA: Federal Highway Administration

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section B: Uneventful Collection Scenario

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

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

Preliminary Steps 49 CFR 40.61

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

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

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

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Checking the Urine Specimen 49 CFR 40.65

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

Preparing the Specimens 49 CFR 40.71

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

Completing the Collection Process 49 CFR 40.73

- Direct the employee to read and sign the certification statement on Copy 2 (Step 5) of the CCF and provide date of birth, printed name and day and evening contact telephone numbers (See attached sample CCF for reference).
- Complete the chain of custody on the CCF (Step 5) by printing your (the collector’s) name (this may be pre-printed), recording the time and date of the collection, signing the statement, and entering the name of the delivery service transferring the specimen to the laboratory (See attached sample CCF for reference).
- Ensure that all copies of the CCF are legible and complete.
- Remove the Copy 5 of the CCF and give it to the employee.
- Place the specimen bottles and Copy 1 of the CCF in the appropriate pouches of the plastic bag.
- Secure both pouches of the plastic bag.
- Advise the employee that they may leave the collection site.
- Prepare the sealed plastic bag for shipment to the laboratory by placing it in a shipping container and sealing the container, or prepare it for shipment as directed by the courier service if a laboratory courier will hand-deliver the specimen from the collection site to the laboratory.
- Send Copy 2 of the CCF to the MRO and Copy 4 to the DER within 24 hours or during the next business day. Retain Copy 3 for at least 30 days, unless otherwise specified by DOT agency regulations.

- Ensure that the specimen is shipped to the laboratory within 24 hours or during the next business day.

Section C: Breath Alcohol Testing Procedures

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

- 1) **Timing of Breath Alcohol Tests:** Alcohol testing may occur any time a covered driver is on duty (see Appendix A for definitions of these terms). Testing will also be performed as part of the application process; applicants will be given adequate notice of this requirement prior to testing. Testing will occur at breath testing sites designated by the Wolfgang Assoc., drug testing management service (see Appendix D).
- 2) **Scope of Breath Alcohol Tests**
 - a. Breath alcohol testing procedures will conform to federal workplace alcohol testing requirements (49 CFR Part 40).
 - b. Testing will be performed only by qualified Breath Alcohol Technicians (see Appendix A, "Definition of Terms") using evidential breath alcohol testing devices listed on the Conforming Products List of the National Highway Traffic Safety Administration.
 - c. Testing locations will afford visual and aural privacy to the employee being tested, and unauthorized persons will be excluded from the testing area. Under post-accident conditions, privacy will be provided to the greatest extent practicable.
- 3) **Employee Signatures Required:** Employees will be required to sign the Breath Alcohol Test Form prior to and following the completion of the alcohol test. Refusal to sign Step 2 of the Form will be considered refusal to test.
- 4) **Screening Alcohol Test**
 - a. The Breath Alcohol Technician (BAT) will show the employee the test number associated with their test on the display of the Evidential Breath Testing device (EBT) prior to performing the test. (The BAT will also show the employee the test result on the EBT display after the test.) The BAT will follow DOT requirements (49 CFR Part 40) in handling any discrepancies between the displayed and printed test information.
 - b. Each breath test will be conducted with a new, individually-sealed mouthpiece. The employee will be instructed to take a deep breath and to blow into the mouthpiece of the EBT until the BAT says to stop.
 - c. The test result will be printed on, or attached to the back of, the Alcohol Test Form.

- d. If the employee is unable after repeated attempts to provide an adequate breath sample, the BAT will document ~~his or her~~their efforts to conduct the test and notify the Human Resources Department or their designated representative by telephone.
- e. If the screening alcohol test result is less than 0.02, no further testing will be conducted. The result will be reported to the Human Resources Department by a copy of the Breath Alcohol Test Form.
- f. Any screening alcohol test with a result of 0.02 or above will be confirmed by a confirmatory breath test.

5) **Confirmatory Test**

- a. The BAT will instruct the individual being tested not to smoke, use mouthwash, drink, eat, or otherwise put any object or substance in their mouth for a period of 15 minutes.
- b. Within 20 minutes of the completion of the screening test, the BAT will conduct a confirmatory breath test in the same manner as described above ("Screening Test"), except that an "air blank" must be conducted prior to the test. The result will be printed on, or attached to the back of, the Alcohol Test Form.
- c. If the confirmatory alcohol test result is less than 0.02, no further testing will be conducted. The test results will be reported to the Human Resources Department by a copy of the Breath Alcohol Test Form.
- d. If the confirmatory alcohol test result is 0.02 or greater, the BAT will immediately notify the Human Resources Department or their designated representative by telephone. A copy of the Alcohol Test Form will then be forwarded to the Human Resources Department.

6) **Results Reporting:** All test results will be transmitted in a confidential manner, with safeguards to prevent the disclosure of information to unauthorized persons.

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

Section D: Service Providers

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

DRUG AND ALCOHOL TESTING MANAGEMENT SERVICE

The City's drug testing management service is:

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

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

MEDICAL REVIEW OFFICERS

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

Dr. Kirby Griffin

DRUG TESTING LABORATORIES

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

Oregon Medical Laboratory

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

SUBSTANCE ABUSE PROFESSIONALS

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

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

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Section E: Post-Accident Testing

Under the City's own authority, any covered driver, employed by the City, directly involved in an injury accident on the job (an injury of a serious nature requiring professional medical care) or is involved in an accident while operating City equipment (resulting in property damage in excess of \$400.00) may be required to undergo drug and /or alcohol testing. Data derived from this test will be used as a tool in the overall evaluation of the incident.

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

**CITY COUNCIL
MONTHLY
ACTIVITY
REPORTS**

MAYOR TAMMY STEMPEL

MAY 2022 – CIVIC ACTIVITY DETAIL

MEETINGS - ACTIVITIES

- 5/2/2022 - Agenda Review Meeting with Jacque
- 5/3/2022 - Executive Session
- 5/4/2022 - Food Pantry
- 5/5/2022
 - C4 Meeting
 - County Policy Meeting - Library
 - Check in Clackamas County Commissioners Regarding Library Support
 - Governors Meeting
- 5/9/2022
 - C4 Executive Committee Meeting
 - Gladstone Parks and Recreation Meeting
- 5/10/2022
 - City Council Meeting
 - Climate Mayors Meeting
- 5/11/2022 - Food Pantry
- 5/12/2022
 - Meeting with Commissioner Schrader
 - Check in with Jacque Prior to Vacation
 - WES Advisory Committee ... Review Documents
- 5/14/2022 to 5/21/2022 - VACATION
- 5/23/2022 - Check in with Jacque
- 5/24/2022
 - Prepare Speech for AMR Event
 - Meeting with Pastor Hellman – Community Service Opportunities
 - City Council Meeting
 - Summer Water and Streamflow Presentation from NOAA
- 5/25/2022
 - Citizen Meeting – Schools
 - Food Pantry
- 5/26/2022 - Gladstone Nature Park Butterfly Hill Dedication Event Meeting
- 5/27/2022 - AMR Statue Dedication Event

**Throughout the month review of social media, responses to email, phone conversations with regional elected officials and staff, and other direct phone calls.

NOTES

Tami Bannick

From: Mindy Garlington
Sent: Monday, June 6, 2022 2:31 PM
To: Tami Bannick
Subject: Re: City Council Monthly Activity Report

5/3/2022 City Council Executive Session 5:30-6:15
5/4/2022 Clackamas County Commissioners Listening Session (Capital Projects) 9-11:30
5/5/2022 City Hall, Nature Park 4-5
5/6/2022 LOC Women's Caucus Executive Board 12-1
5/8/2022 Mothers Day
5/10/2022 City Council
5/11/2022 Meeting - Nature Park 6:30pm
5/12/2022 Nature Park Meeting (friends) 7:00
5/17/2022 LOC Women's Caucus 12-1
5/19/2022 LOC Women's Caucus Executive Board 12-1
5/19/2022 Clackamas County Library Board 5:30-7:00 CXL'd
5/21/2022 LOC Coffee Connection CXL'd
5/24/2022 City Council Work Session

Mindy Garlington GCC President

"One of the greatest gifts you can give is your time"

**PRELIMINARY
CITY COUNCIL
AGENDA
PLANNING
DOCUMENT**

| June 28, 2022 City Council Worksession 5:30 PM | | |
|--|---|---------------------------------------|
| | Emergency Management Table-top for Elected Officials | At the Gladstone Senior Center |
| July 12, 2022 Regular City Council Meeting 6:30 PM | | |
| Consent | <ul style="list-style-type: none"> Financials Legal costs on projects Minutes from previous Council meetings Department Head Monthly Reports (June) | |
| Report | Clackamas Fire District #1 Update | Fire Chief Browne |
| | Approve a resolution to update the Master Fee Schedule to include pass through increases for WES, Oak Lodge Water, NCWCC, and Senior Center Rental fees | CR Bannick/FC Brucker/CSM Kirkpatrick |
| | Consider approval of Police Body Worn Cameras for the Gladstone Police Department | PC Schmerber |
| | Considering approving an ordinance to modify Chapter 5.04 Business Taxes and Licenses | CR Bannick/CA Jacobs |
| | Consider awarding a contract for Street Pavement Projects | PWD Caniparoli |
| | Appointment to the Traffic Safety Advisory Board | CR Bannick |
| July 26, 2022 City Council Worksession 5:30 PM | | |
| | Gladstone Community Event Sponsorship Program | CA Betz/LB Consulting |
| | Update on ARPA Funding | CA Betz/FC Brucker |
| August 9, 2022 Regular City Council Meeting 6:30 PM | | |
| Consent | <ul style="list-style-type: none"> Financials Legal costs on projects Minutes from previous Council meetings Department Head Monthly Reports (July) | |
| Report | Clackamas Fire District #1 Update | Fire Chief Browne |

Gladstone City Council Preliminary Agendas

| | | |
|--|--|--------------------------------|
| Public Hearing | Amendments to the Downtown Revitalization Plan | MIG/CA Betz/JS |
| | Consider approval of a progressive-design build selection for new Public Works Facility | PM Knox/PWD Caniparoli/CA Betz |
| | Consider approval of the Meldrum Bar Park Site Plan | PWD Caniparoli/CA Betz |
| August 23, 2022 City Council Work Session 5:30 pm | | |
| | | |
| August 31, 2022 5:30 PM | | |
| | Gladstone City Council –School Board Meeting | At the High School |
| September 13, 2022 Regular City Council Meeting 6:30 pm | | |
| Consent | <ul style="list-style-type: none"> Financials Legal costs on projects Minutes from previous Council meetings Department Head Monthly Reports (August) | |
| Report | Clackamas Fire District #1 | Fire Chief Browne |
| | | |
| | | |
| September 27, 2022 Work Session 5:30 pm | | |
| | City Volunteer Recognition celebration at the Senior Center | |
| October 11, 2022 Regular City Council Meeting 6:30 pm | | |
| Consent | <ul style="list-style-type: none"> Financials Legal costs on projects Minutes from previous Council meetings Department Head Monthly Reports (September) | |

Gladstone City Council Preliminary Agendas

| | | |
|---|---|-------------------|
| | | |
| Report | Clackamas Fire District #1 Update | Fire Chief Browne |
| October 25, 2022 City Council Work Session 5:30 pm | | |
| | | |
| November 8, 2022 Regular City Council Meeting 6:30 pm | | |
| | <ul style="list-style-type: none"> • Financials • Legal costs on projects • Minutes from previous Council meetings • Department Head Monthly Reports (October) | |
| Report | Clackamas Fire District #1 Update | Fire Chief Browne |
| | | |
| | | |
| | | |
| November 22, 2022 City Council Work Session 5:30 Pm | | |
| | Thanksgiving Week | |
| December 13, 2022 City Council Regular Meeting 6:30 PM | | |
| | <ul style="list-style-type: none"> • Financials • Legal costs on projects • Minutes from previous Council meetings • Department Head Monthly Reports (November) | |
| Report | Clackamas Fire District #1 Update | Fire Chief Browne |
| | | |
| To Be Set | | |
| | Updated Gladstone Employee Personnel Handbook | |
| | Banking Services for the City of Gladstone | |
| | Budget Calendar for 2023-25 | |

Gladstone City Council Preliminary Agendas

| | | |
|--|--|--|
| | | |
| | Amendment to the Library Construction and Operation Intergovernmental agreement between Clackamas County and the City of Gladstone | |
| | Consider approval of the collective bargaining agreement with the City of Gladstone and Gladstone Police Association | |