



**GLADSTONE CITY COUNCIL MEETING
CIVIC CENTER COUNCIL CHAMBERS
July 12, 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/83165901061?pwd=TWWhPSW9sYmdjMINSY2pWRnV1MldLQT09>

Passcode: 960299

Or One tap mobile :

US: +17207072699,,83165901061#,,,,*960299# or +12532158782,,83165901061#,,,,*960299#

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 +1 669 444 9171 or +1 646 931 3860 or +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656

Webinar ID: 831 6590 1061

Passcode: 960299

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 July 12, 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 July 12, 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)

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

AGENDA ADDITIONS OR CORRECTIONS

CONSENT AGENDA:

1. Approval of June 14, 2022 Regular Minutes
2. Approval of May Bank Balances
3. Budget Report for Period ending 05-31-2022
4. Approval of May Check Register
5. Legal Costs on Projects

6. Department Head Monthly Reports for June 2022
7. Consider approval of a contract for the 2022 Gladstone Street Pavement Repair Project to K&L Industries in the amount of \$654,552.00

CORRESPONDENCE: None

REGULAR AGENDA:

8. PUBLIC HEARING: RESOLUTION 1210 – A RESOLUTION UPDATING THE MASTER FEE SCHEDULE

Consider approving Resolution 1210 – updating the Master Fee Schedule to include pass through increases for Water Environmental Services (WES), Oak Lodge Water Services, and North Clackamas County Water Commission (NCCWC) and System Development Charges (SDC's); updated low income utility assistance program limits.

9. AMENDMENT TO LIBRARY CONSTRUCTION AND OPERATION INTERGOVERNMENTAL AGREEMENT (IGA).

Consider approval of an amendment to the Library Construction and Operation IGA between Clackamas County and the City of Gladstone.

10. GLADSTONE POLICE DEPARTMENT BODY WORN CAMERAS

Consider approval of police body work cameras for the Gladstone Police Department.

11. PSILOCYBIN REGULATIONS IN GLADSTONE

Consider directing staff to prepare an ordinance declaring a ban on psilocybin service centers and the manufacture of psilocybin products in Gladstone and refer the question to the voters at the November election.

12. APPOINTMENT TO THE TRAFFIC SAFETY COMMISSION

One application received for two vacant positions

BUSINESS CARRIED FORWARD – City Administrator Betz will present the timeline to prepare Board, Committee, Commission work plans, City Council Goals and Budget preparation for 2023-25.

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:

- July 26, 2022 – City Council Work Session – 5:30 p.m.
- August 9, 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



CLACKAMAS FIRE DISTRICT #1

FIRE CHIEF'S REPORT

July 2022

Here for you

The month of June was the beginning of full-time services. Engine 322 was dispatched to the first incident at 7:49 a.m. Clackamas Fire responded to 138 incidents in Gladstone in June.

Capt. Bauer and his crews focused on being involved with the community, learning about the city, and preparing for the remodel. Other district staff focused on completing the transition and working with city staff on the remodel.

Below are highlights and response data for the month.



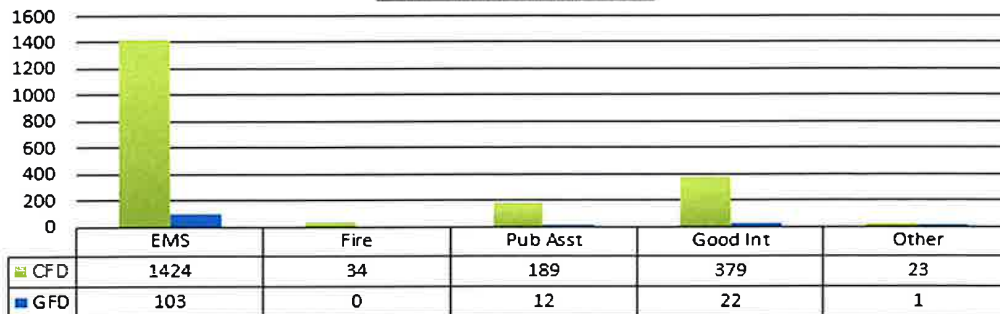
High Rocks: Clackamas Fire water rescue personnel from Damascus Community Fire Station 19 met with AMR personnel regarding interoperability concerns focused on in-water rescue activities. Engine 322 also met with AMR personnel to familiarize themselves with the AMR procedures and ensure coordinated rescue-efforts.

Community activity: Engine 322 crew and other personnel participated in events, including: BBQ honoring Gladstone firefighters, emergency management meeting at the resource center, and the Tukwila Springs grand opening.

Public messaging: focused on wildfire prevention, water hazards, and firework safety.

June 2022

Total Incidents by Type



*Note: Data is preliminary and is subject to revision as data is validated.



CONSENT AGENDA

GLADSTONE CITY COUNCIL MEETING MINUTES OF JUNE 14, 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 Garlington

ABSENT:

Councilor Todd

STAFF:

Jacque Betz, City Administrator; Darren Caniparoli, Public Works Director; Nancy McDonald, Human Resources Consultant; 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.

PRESENTATION – RECOGNITION OF CITY OF GLADSTONE FIRE DEPARTMENT:

Ms. Betz introduced former Fire Chief Rick Huffman. He wanted to honor the men and women who served with him over the past few years and pay respect to every firefighter that served in the Gladstone Fire Department over the decades. Not only have they have experienced extreme disasters and emergencies over the past couple of years, but a gradual increase of 9-1-1 calls have happened as well. Providing a consistent and modern level of service was very challenging, but until they found a solution the firefighters of Gladstone were up to this challenge. He wants to thank and honor each one of them and their family members for their service, sacrifice, and dedication to the City. He called each member up and presented them with plaques and read the inscription. He also recognized Dr. Houston and Chaplain Brian Early with special plaques.

Ms. Betz said that last month the City implemented the Gladstone pineapple awards, which signifies wisdom, well-being, and deep appreciation for dedication to the organization. They recognize another recipient of this award – Chief Huffman. She said he brought substantial value to the City’s leadership team and helped identify emerging issues and strategies to improve the organization’s success. He is respectful, strong, and mutually supportive. During the pandemic he did an incredible job of being mindful of the firefighters’ mental health and providing the appropriate resources. She said the sustainability of fire and emergency services is not an isolated problem in Gladstone and it’s not from a failure of past Fire Department leadership, City management, or elected officials – it’s due to the change in conditions: the evolution of emergency services around us, increased community standards, the demands on volunteer or part time firefighters, the complexity and cost of current emergency services, plus the impacts of the pandemic. Maintaining the standard of a three-person fire engine available 24/7 to provide a timely initial response for fires, rescues, or medical emergencies is difficult with a primary part-time work force, therefore, negotiations with Clackamas Fire District for a contract to provide fire and emergency services to the City of Gladstone was necessary. They appreciate Chief Huffman for being sensitive to the history, support, and commitment of the Gladstone Fire Department and the community. They also thanked him for his commitment to the Gladstone Emergency Management Support Team and for working with the Police Chief to create a resource center at the Gladstone Senior Center. They wish him all the best with his new career endeavors.

REPORT – CLACKAMAS FIRE DISTRICT #1 UPDATE:

Chief Nick Browne went over the update for the two weeks they have been providing services for Gladstone. Future updates will include data regarding run volume, calls for service, etc. The transition with CCOM went smoothly. They began services at 0730 on June 1st with the first call at 0749. Nine of the shifts in the first fourteen days had three paramedics on a shift each day 24/7, which is a dramatic increase in service levels to the citizens of Gladstone.

Captain Bauer is assigned to the Gladstone Fire station. He said the Gladstone firefighters have done a really good job with not a lot of resources. They are excited about being involved in all the community events that happen in Gladstone. He said the transition is going great.

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

Nancy Eichsteadt gave some background on the project. The Friends Of Gladstone Nature Park have been working for the last six years on invasives. They decided to work on a specific area and Metro came on board with a grant (\$11,600) and On Point Credit Union provided some extra funds for other things. The area is approximately 10,000 square feet. They have installed more than 1,500 native plants. 1,200 volunteer hours were involved, 250 Gladstone students participated, and there were 15 community partners. 140 kids from John Wetten Elementary raised “Painted Lady” butterflies and 70 of those kids came to the park to release them this morning. She shared before and after pictures of the area. They wanted to put in plants to attract butterflies/pollinators and show people how to do this in their own yards. They only chose Oregon native plants that were locally sourced. FGNP has approximately 100 volunteers from the community. They also had people from the LDS church, the Webster Ridge Apartments, students, etc. helping out. McFarlane’s donated soil for them to fill in holes. The high school shop class students built mason bee houses. They are hosting a party on Saturday, June 25th – they will have a dedication ceremony at 1:00. In the morning kids can come and use chalk to build a giant caterpillar along the Metro trail.

AGENDA ADDITIONS OR CORRECTIONS:

Ms. Betz said at the end of the agenda where it says the next work session will be at the Gladstone Senior Center – it will actually be held at City Hall.

CONSENT AGENDA:

1. Approval of May 10, 2022 Regular Meeting Minutes
2. Approval of April Bank Balances
3. Budget Report for Period ending 4-30-2022
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

Councilor Garlington made a motion to approve the Consent Agenda. Motion was seconded by Councilor Alexander. Ms. Bannick took a roll call vote: Councilor Alexander – yes. Councilor Tracy – yes. Councilor Hartman – 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.

REGULAR AGENDA

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

Ms. Betz said a lot of work and time has gone into bringing this to them tonight. About a year ago they retained MIG as consultants to take the City through this process. They also have John Southgate, Consultant, and Senior Planner, Joy Fields, from Clackamas County.

Jon Pheanis, Project Manager with MIG gave a presentation. He said this project follows in the footsteps of all the work that has been done through the Housing Needs Analysis. In 2020 the State legislature adopted new rules for certain cities to comply with, allowing middle housing in certain zoning districts. New zoning codes related to HB 2001 must be adopted by June 30, 2022. He went over the process they went through. They involved the community, advisory committee, technical advisory committee, Planning Commission, and the City Council through four phases. They started by forming a needed housing advisory committee because they wanted to involve the community in looking at the zoning code changes. They polled the community through an online webinar and online community survey. He went over some of the proposed changes. He went over the two recommendations. They received comments from the DLCD. They are recommending future code amendments as well.

Joy Fields said the City must allow middle housing in areas zoned for low density residential use (R-5 and R-7.2 zoning districts). She said they also need to consider sidewalks. They are not required to be included in the amendments for HB 2001. The Planning Commission included some amendments in Sections 17.10 and 17.12. Currently, sidewalks are required for multi-family dwelling units of three or more units and any development that is part of a land division. If they leave sidewalks out of the requirement for single-family homes, then starting July 1st, 2022 sidewalks will only be built with multi-family developments of five or more units and land divisions that require land use approval, including middle housing land divisions. She went over the options/recommendations.

Councilor Hartman asked for clarification regarding sidewalks. Ms. Fields said if her street is not identified as one of those streets with green and there are no sidewalks within 200 feet of your house you would not be required to build sidewalks. Councilor Hartman asked what the definition of a parking space is for middle housing. Mr. Pheanis said it's up to a City to decide if on-street parking gives credit for required off-street parking space. The City would prefer to have that requirement to be off-street and not to have on-street credit. Councilor Hartman said she hopes

we can be mindful of not just thinking about next year, but five, ten, fifteen years from now about what impact this will have on our infrastructure.

Councilor Garlington asked if we are required by the State to go down to one parking space per unit, but we are not required to make that off-street – that was correct. She asked if we had the option to say that’s not acceptable – it is a State rule to have a minimum of one space per unit in general. Councilor Garlington said there are lots of older homes in Portland where they have built apartment complexes with no parking and there is no place to park in the streets now. She asked if the sidewalk requirement included Safe Routes To School. Ms. Betz said they are proposing this as an opportunity to have sidewalks built – not taken away. Ms. Fields agreed. Councilor Garlington commented on the development on Glen Echo where they only put sidewalks on one side of the development. Ms. Fields said that usually sidewalks are only required on the property that is involved in a subdivision or a development process – they can’t require it on neighbor’s property. Councilor Garlington said she complained about not enough parking related to the Webster Ridge development – and five years later they’ve taken a big lot that could have been homes and used it to create more parking/garages to accommodate their residents. Mayor Stempel asked if the City can require parking to be off-street – that is correct. She asked about protection of our historic properties – how does HB 2001 address historic districts/properties? Mr. Pheanis said there is a provision in Division 46.

Councilor Hartman asked if apartment complexes are not a part of middle housing – that is correct.

Councilor Ripley said every street should have sidewalks on both sides. The problem with Gladstone is that a lot of front yards, driveways, and garage doors are the same elevation as the street, so if sidewalks are required it’s going to flood their garage/house.

PUBLIC COMMENTS:

Kristen Bowen said as a longtime resident and participant in the City’s committee with this matter she understands the importance and need for middle and affordable housing. She asks that the City Council be mindful of the impacts to our City and the livability of our community. Our infrastructure is incapable of handling this growth. Mentions of reductions of System Development Charges (SDC’s) to bring this to fruition is concerning. The methodology behind (SDC’s) is to provide for the future. Future growth takes money and having everyone pay their fair share. Reductions in SDC’s will not follow our own methodology and it will not provide adequate funding for infrastructure facilities of the future. She asks that we be cautious in moving this forward too quickly. She understands that we are under a timeline. She asks that they make sure they have done their due diligence as we cannot undo this. Our livability in our community matters not only as residents and homeowners, but just as community members. The impacts to this are real and she hopes they understand that in moving this forward too quickly the consequences are staggering.

Mayor Stempel asked the Council if they wanted to go with Option A or Option B. Ms. Betz said they don’t have to incorporate the sidewalk amendments into this package tonight, but this is an opportunity to get more sidewalks - that is why staff and the Planning Commission recommended Option B. She said there are safeguards in place regarding infrastructure that if a developer wants to build a duplex or tri-plex the Public Works Department has the authority to review to determine whether our infrastructure will support it or not and we can deny a permit based on our infrastructure.

Ms. Bannick took a roll call vote regarding Option A or Option B: Councilor Tracy – Option B, Councilor Hartman – Option B. Councilor Garlington – Option B. Councilor Ripley – Option A. Councilor Alexander – Option B. Mayor Stempel – Option B. Option B was chosen (5-1).

Councilor Garlington made a motion to pass Ordinance 1515, 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, and incorporating Option B for sidewalks. Motion was seconded by Councilor Hartman. Ms. Bannick took a roll call vote: Councilor Hartman – yes. Councilor Garlington – yes. Councilor Ripley – yes. Councilor Alexander – yes. Councilor Tracy – yes. Mayor Stempel – yes. Motion passed with a unanimous vote.

Councilor Garlington did a second reading. Motion was seconded by Councilor Hartman. Ms. Bannick took a roll call vote: Councilor Garlington – yes. Councilor Hartman – yes. Councilor Tracy – yes. Councilor Alexander – yes. Councilor Ripley – yes. Mayor Stempel – yes. Motion passed with a unanimous vote.

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

Ms. Betz said they are very excited about this project. Fixing the infrastructure is a City Council goal. They discussed how they wanted to allocate the American Rescue Plan Act (ARPA) funds at a work session in September. They decided to put \$1.2 million toward the infrastructure, but at the time they didn't have a specific project. At the July work session they will discuss this in order to update the Council regarding where the funds are being allocated. Mr. Caniparoli went over some background regarding the sewage overflows into the Clackamas River and working with DEQ. The last deadline is July 2023, which is to complete a final schedule and annual budget for addressing the issues identified by the I&I study. Staff acknowledges that one of the impediments to meeting the next deadline is addressing 239 sources of I&I that have been identified City-wide. Staff recommends that the City dedicate the ARPA funds toward infrastructure improvements. Utilizing these funds toward the I&I reduction plan will allow the City to repair sources of I&I for both public and private infrastructure and ultimately bring the City into compliance with DEQ. The overall cost of the I&I project phases 1 and 2 will be \$2.2 million. The City entered into an agreement with WES that provides 33% reimbursement on I&I reduction projects. The City would receive up to \$726,000 as part of this IGA. The remaining balance of approximately \$274,000 will be funded out of Sanitary Sewer and Stormwater funds. He went over the options. Ms. Betz said they are recommending Option 1 because this is an excellent opportunity to take tax-payer's money and reinvest it into the community. This way they don't have to impose our code and make the private property owner pay for fixing the infrastructure.

Councilor Alexander made a motion to allocate \$1.2 million in American Rescue Plan Act funding toward completing projects 1 and 2 in the recently completed I&I Source Identification and Rehabilitation Project (Option 1). 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 Garlington – yes. Mayor Stempel – yes. Motion passed with a unanimous vote.

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

Ms. Betz said they have been in negotiations for the contract for years 2022-2025 and have discussed it in executive sessions. Nancy McDonald, Human Resources Consultant, went over

the staff report. They began negotiations in January. The agreement would go into effect on July 1st and run through June 30th of 2025. The agreement has been ratified by the members and staff recommends the Council approve the agreement.

Councilor Garlington made a motion to direct Staff to execute a final copy of the agreement with AFSCME. Motion was seconded by Councilor Alexander. Ms. Bannick took a roll call vote: Councilor Garlington – yes. Councilor Hartman – yes. Councilor Tracy – yes. Councilor Alexander – yes. Councilor Ripley – yes. Mayor Stempel – yes. Motion passed with a unanimous vote.

BUSINESS CARRIED FORWARD:

None.

BUSINESS FROM THE AUDIENCE:

None.

BUSINESS FROM THE COUNCIL

Councilor Hartman:

She wanted to thank Sergeant Leake and Gladstone police officers for their actions on May 5th (page 6-24) when dealing with an autistic subject. She is proud that our officers are able to handle a situation like this in a time of great distress for our police force in general and treat people with patience and respect. Childcare For All Task Force update - they have finally reached the community involvement stage. She will be sharing a form for anyone who lives in Clackamas County to share their thoughts/feedback.

She wanted to recognize the resilience and determination of both the LGBTQI and black communities who continue to fight to live freely and authentically – and wished them happy Pride Month and happy Juneteenth. The County/Community College/County Equity Coalition are partnering to celebrate Juneteenth and Pride Month on June 17th from 5:30 – 7:30 at the college.

Councilor Alexander:

He thanked anyone who worked on the packet this month.

Councilor Garlington:

She believes our Fire Department is in good hands at this point. The collaboration is working well. She wants the citizens to know that they are still in good hands.

She wanted to reiterate the invitation to visit the Nature Park. She appreciates all the hours that people have put in working on it.

The Clackamas County Library Board meeting was cancelled last month. They heard that the builds for the Clackamas County Library projects are on hold. Ms. Betz will keep them updated.

She encouraged everyone to find a way to volunteer – it does wonders.

She congratulated Councilor Hartman for receiving the Democratic nomination on House Seat 40.

Mayor Stempel:

She said the Food Pantry is open from 3-6 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.

The Parks and Rec Board met last night and discussed the Robin Hood Park survey. They compiled a list of projects that are a priority for the neighborhood. Public Works will be contacting a vendor for play equipment and will be developing a plan to integrate some new items into the existing layout (picnic table, bench, and refinishing the basketball court). They will start working on their biennium work plan to be presented to Council by the end of the year. She thanked the volunteers who sit on that board – they are dedicated, passionate, and true visionaries.

She thanked the members of the Friends of Gladstone Nature Park – they are an amazing group of people. They adopted an area that was a diamond in the rough and made it shine. The group is an example of stewardship and community involvement. She hopes others will step up and adopt some of our other parks that tend to fall through the cracks and make a difference in our outdoor spaces. Mayor Stempel asked for a motion to adjourn the meeting.

ADJOURN:

Councilor Alexander made a motion to adjourn the meeting. 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 Garlington – yes. Mayor Stempel – yes. Motion passed unanimously.

Meeting was adjourned at 8:21 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	\$ 24,810,341.81	
LGIP - Urban Renewal Agency #4650	2,766,567.83	2,738,908.09	2,767,381.65	2,773,275.43	2,778,203.97	
Checking Accounts:						
General Fund	482,952.88	170,139.39	295,165.28	298,346.84	268,825.42	
Urban Renewal	67,665.68	23,420.06	23,046.87	23,046.96	23,047.05	
Municipal Court	35,119.57	51,006.46	56,358.49	53,882.06	57,351.27	
Totals	\$ 23,439,981.45	\$ 23,080,820.47	\$ 23,485,355.11	\$ 28,051,481.37	\$ 27,937,769.52	\$ -



Budget Report Account Summary

For Fiscal: 2021-2022 Period Ending: 05/31/2022

		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	10,890.94	4,488,523.01	-4,812,202.99	48.26 %
100-000-310050	PRIOR YEAR TAXES	90,000.00	90,000.00	3,016.39	33,460.84	-56,539.16	37.18 %
100-000-314045	TRANSIENT LODGING TAX	250,000.00	250,000.00	2,964.57	118,932.61	-131,067.39	47.57 %
	RptType: 3100 - LOCAL TAXES Total:	9,640,726.00	9,640,726.00	16,871.90	4,640,916.46	-4,999,809.54	48.14 %
RptType: 3110 - STATE SHARED TAXES							
100-000-310170	STATE REVENUE SHARING	260,000.00	260,000.00	28,152.12	110,982.26	-149,017.74	42.69 %
100-000-311010	ALCOHOL TAX REVENUE	451,282.00	451,282.00	18,090.92	171,718.36	-279,563.64	38.05 %
100-000-311015	MARIJUANA TAX	55,221.00	55,221.00	0.00	31,232.20	-23,988.80	56.56 %
100-000-311020	CIGARETTE TAX REVENUE	17,800.00	17,800.00	688.37	8,332.82	-9,467.18	46.81 %
	RptType: 3110 - STATE SHARED TAXES Total:	784,303.00	784,303.00	46,931.41	322,265.64	-462,037.36	41.09 %
RptType: 3120 - RIGHT OF WAY FEES							
100-000-312010	GLADSTONE DISPOSAL FRANCHISE FEE	250,000.00	250,000.00	33,304.90	92,710.76	-157,289.24	37.08 %
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	53,903.08	101,441.34	-125,558.66	44.69 %
100-000-312040	COMCAST CABLE TV FRANCHISE FE	276,000.00	276,000.00	35,792.04	109,764.18	-166,235.82	39.77 %
	RptType: 3120 - RIGHT OF WAY FEES Total:	1,553,000.00	1,553,000.00	123,000.02	738,817.92	-814,182.08	47.57 %
RptType: 3130 - LICENSES AND PERMITS							
100-000-313010	BUSINESS LICENSE FEES	135,000.00	135,000.00	2,095.00	79,380.00	-55,620.00	58.80 %
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	850.00	8,965.00	-4,035.00	68.96 %
100-000-313025	PARKING PERMITS	500,000.00	500,000.00	11,380.00	105,103.00	-394,897.00	21.02 %
	RptType: 3130 - LICENSES AND PERMITS Total:	649,500.00	649,500.00	14,325.00	194,183.00	-455,317.00	29.90 %
RptType: 3140 - CHARGES FOR SERVICES							
100-000-314010	RECREATION FEES	4,000.00	4,000.00	1,460.00	4,990.00	990.00	124.75 %
100-000-314015	SENIOR CENTER BUILDING RENTAL FE...	7,500.00	7,500.00	820.00	1,895.00	-5,605.00	25.27 %
100-000-314020	PLANNING APPLICATION FEES	35,000.00	35,000.00	390.00	31,657.20	-3,342.80	90.45 %
100-000-314025	SOCIAL SERVICES CONTRACT	80,000.00	80,000.00	4,455.56	27,786.58	-52,213.42	34.73 %
100-000-314030	LIEN SEARCH FEES	8,000.00	8,000.00	480.00	5,990.55	-2,009.45	74.88 %
	RptType: 3140 - CHARGES FOR SERVICES Total:	134,500.00	134,500.00	7,605.56	72,319.33	-62,180.67	53.77 %
RptType: 3150 - GRANTS							
100-000-315030	POLICE GRANTS	0.00	0.00	2,617.20	37,979.51	37,979.51	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	2,617.20	180,871.58	-42,613.42	80.93 %
RptType: 3160 - DEBT SERVICE PROCEEDS							
100-000-381000	OFS-DEBT PROCEEDS	0.00	5,000,000.00	0.00	5,000,000.00	0.00	100.00 %
	RptType: 3160 - DEBT SERVICE PROCEEDS Total:	0.00	5,000,000.00	0.00	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	28,628.55	306,704.67	-398,295.33	43.50 %
	RptType: 3260 - FINES AND FORFEITURES Total:	705,000.00	705,000.00	28,628.55	306,704.67	-398,295.33	43.50 %

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		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	16,010.23	95,591.79	-99,408.21	49.02 %
	RptType: 3301 - INTEREST Total:	195,000.00	195,000.00	16,010.23	95,591.79	-99,408.21	49.02 %
RptType: 3600 - MISCELLANEOUS							
100-000-360000	ALL OTHER GF RECEIPTS	70,000.00	71,813.00	3,691.89	31,092.17	-40,720.83	43.30 %
100-000-361016	FIRST RESPONDER SUPPLIES REIMB	10,000.00	10,000.00	749.25	8,648.75	-1,351.25	86.49 %
100-000-362212	TRAM TRIPS	10,000.00	10,000.00	794.00	4,248.55	-5,751.45	42.49 %
100-000-362213	MEAL DONATIONS	19,000.00	19,000.00	931.75	17,634.13	-1,365.87	92.81 %
	RptType: 3600 - MISCELLANEOUS Total:	109,000.00	110,813.00	6,166.89	61,623.60	-49,189.40	55.61 %
RptType: 3700 - OTHER							
100-000-371000	SALE OF SURPLUS EQUIP/PROPERTY	30,000.00	30,000.00	325.64	21,902.15	-8,097.85	73.01 %
	RptType: 3700 - OTHER Total:	30,000.00	30,000.00	325.64	21,902.15	-8,097.85	73.01 %
	Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	21,323,829.00	23,876,327.00	262,482.40	11,635,196.14	-12,241,130.86	48.73 %
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	262,482.40	12,161,361.71	-13,777,281.29	46.89 %
Expense							
Department: 121 - ADMIN							
RptCategory: 40 - PERSONNEL SERVICES							
100-121-431010	CITY ADMINISTRATOR	366,948.00	366,948.00	16,423.47	161,682.52	205,265.48	44.06 %
100-121-431020	CITY RECRDR/HR MGR	278,663.00	278,663.00	7,633.00	83,963.00	194,700.00	30.13 %
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	62,733.00	72,238.00	46.48 %
100-121-431500	ACCOUNTING CLERK	166,217.00	166,217.00	6,973.40	76,482.88	89,734.12	46.01 %
100-121-450500	CAREER RECOGNITION PAY	9,942.00	9,942.00	378.69	4,165.59	5,776.41	41.90 %
100-121-470000	ASSOCIATED PAYROLL COSTS	685,014.00	619,601.00	19,427.30	209,675.66	409,925.34	33.84 %
	RptCategory: 40 - PERSONNEL SERVICES Total:	1,855,261.00	1,686,754.00	56,538.86	598,702.65	1,088,051.35	35.49 %
RptCategory: 50 - MATERIAL AND SERVICES							
100-121-500110	CONTRACTUAL & PROFESSIONAL SER...	125,000.00	293,507.00	16,348.75	183,591.97	109,915.03	62.55 %
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	25,211.98	85,615.48	114,384.52	42.81 %
100-121-500490	COUNCIL ACTIVITIES	25,000.00	25,000.00	31.90	1,286.77	23,713.23	5.15 %
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	7,010.65	41,945.42	118,054.58	26.22 %
100-121-510020	COMM PROMOTIONS/BUSINESS DEV	229,609.00	292,294.00	12,112.50	108,500.40	183,793.60	37.12 %
100-121-510021	TOURISM PROMOTION/ACTIVITIES	78,086.00	78,086.00	0.00	15,897.28	62,188.72	20.36 %
100-121-520120	BANK CHARGES	8,250.00	8,250.00	410.66	4,216.07	4,033.93	51.10 %
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	687.34	8,703.85	28,296.15	23.52 %
100-121-520450	CITY NEWSLETTER	80,000.00	80,000.00	3,103.75	37,173.25	42,826.75	46.47 %
100-121-530000	FIRE & LIABILITY INSURANCE	395,000.00	395,000.00	0.00	187,582.22	207,417.78	47.49 %
100-121-530200	EMERGENCY MANAGEMENT	5,000.00	5,000.00	42.75	459.48	4,540.52	9.19 %
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	50.00	2,323.96	2,676.04	46.48 %
100-121-540120	PERSONNEL RECRUITMENT	26,000.00	26,000.00	448.00	6,195.32	19,804.68	23.83 %
100-121-540200	DUES & MEMBERSHIPS	60,000.00	60,000.00	548.82	10,251.12	49,748.88	17.09 %
100-121-540220	TRAVEL, CONFERENCES & TRAINING	45,000.00	45,000.00	0.00	1,882.51	43,117.49	4.18 %

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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	699.80	3,216.05	11,783.95	21.44 %
100-121-560120	TELEPHONES	28,000.00	28,000.00	661.99	7,344.84	20,655.16	26.23 %
RptCategory: 50 - MATERIAL AND SERVICES Total:		4,165,445.00	1,884,637.00	67,368.89	747,564.85	1,137,072.15	39.67 %
Department: 121 - ADMIN Total:		6,020,706.00	3,571,391.00	123,907.75	1,346,267.50	2,225,123.50	37.70 %
Department: 122 - INFORMATION TECHNOLOGY							
RptCategory: 40 - PERSONNEL SERVICES							
100-122-432010	IT MANAGER	219,612.00	219,612.00	9,278.00	101,616.00	117,996.00	46.27 %
100-122-470000	ASSOCIATED PAYROLL COSTS	110,882.00	110,882.00	4,571.20	50,170.27	60,711.73	45.25 %
RptCategory: 40 - PERSONNEL SERVICES Total:		330,494.00	330,494.00	13,849.20	151,786.27	178,707.73	45.93 %
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	0.00	83,952.99	128,858.01	39.45 %
100-122-520400	OFFICE SUPPLIES & EQUIPMENT	40,260.00	40,260.00	1,362.72	13,795.64	26,464.36	34.27 %
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	3,090.46	33,792.17	31,537.83	51.73 %
RptCategory: 50 - MATERIAL AND SERVICES Total:		329,801.00	329,801.00	4,453.18	136,434.29	193,366.71	41.37 %
RptCategory: 60 - CAPITAL OUTLAY							
100-122-661018	COMPUTER & EQUIPMENT RESERVE	96,635.00	96,635.00	477.80	4,376.97	92,258.03	4.53 %
RptCategory: 60 - CAPITAL OUTLAY Total:		96,635.00	96,635.00	477.80	4,376.97	92,258.03	4.53 %
Department: 122 - INFORMATION TECHNOLOGY Total:		756,930.00	756,930.00	18,780.18	292,597.53	464,332.47	38.66 %
Department: 124 - FACILITIES							
RptCategory: 40 - PERSONNEL SERVICES							
100-124-437050	PUBLIC WORKS SUPERVISOR	18,065.00	18,065.00	713.07	7,575.27	10,489.73	41.93 %
100-124-437070	UTILITY WORKER II	86,171.00	86,171.00	2,301.02	25,009.23	61,161.77	29.02 %
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	1,650.84	19,428.50	43,362.50	30.94 %
RptCategory: 40 - PERSONNEL SERVICES Total:		190,227.00	190,227.00	4,664.93	52,171.38	138,055.62	27.43 %
RptCategory: 50 - MATERIAL AND SERVICES							
100-124-500110	CONTRACTUAL & PROFESSIONAL SER...	140,000.00	140,000.00	5,638.46	60,013.71	79,986.29	42.87 %
100-124-520130	OPERATIONS, MAINTENANCE & REPA...	120,000.00	120,000.00	2,408.07	20,057.71	99,942.29	16.71 %
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	201.66	1,050.33	5,949.67	15.00 %
100-124-560100	UTILITIES	185,000.00	185,000.00	6,883.97	90,776.26	94,223.74	49.07 %
RptCategory: 50 - MATERIAL AND SERVICES Total:		456,000.00	456,000.00	15,132.16	171,988.01	284,011.99	37.72 %
RptCategory: 60 - CAPITAL OUTLAY							
100-124-641000	FACILITY IMPROVEMENTS	320,000.00	320,000.00	5,254.05	85,566.65	234,433.35	26.74 %
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	5,254.05	85,566.65	5,203,433.35	1.62 %
Department: 124 - FACILITIES Total:		986,227.00	5,935,227.00	25,051.14	309,726.04	5,625,500.96	5.22 %
Department: 220 - COURT							
RptCategory: 40 - PERSONNEL SERVICES							
100-220-432020	MUNICIPAL COURT CLERK	135,602.00	135,602.00	5,593.93	61,533.23	74,068.77	45.38 %
100-220-432035	COURT ADMINISTRATOR	172,124.00	172,124.00	7,270.00	77,194.00	94,930.00	44.85 %
100-220-450500	CAREER RECOGNITION PAY	4,302.00	4,302.00	181.75	1,929.89	2,372.11	44.86 %
100-220-470000	ASSOCIATED PAYROLL COSTS	170,667.00	170,667.00	6,988.48	75,858.26	94,808.74	44.45 %
RptCategory: 40 - PERSONNEL SERVICES Total:		482,695.00	482,695.00	20,034.16	216,515.38	266,179.62	44.86 %
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	32,540.00	39,460.00	45.19 %
100-220-500134	ATTORNEYS FOR INDIGENT CLIENTS	67,000.00	67,000.00	2,950.00	14,600.00	52,400.00	21.79 %
100-220-500136	MUNICIPAL COURT JUDGE	72,000.00	72,000.00	0.00	30,000.00	42,000.00	41.67 %

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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	51.95	51.95	1,948.05	2.60 %
100-220-500282	COURTROOM SECURITY	16,000.00	16,000.00	800.00	7,774.00	8,226.00	48.59 %
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	252.21	3,646.30	21,093.70	14.74 %
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	7,554.16	93,105.43	175,634.57	34.65 %
Department: 220 - COURT Total:		751,435.00	751,435.00	27,588.32	309,620.81	441,814.19	41.20 %

Department: 240 - POLICE

RptCategory: 40 - PERSONNEL SERVICES

100-240-432110	POLICE CHIEF	296,076.00	296,076.00	11,841.00	130,251.00	165,825.00	43.99 %
100-240-432130	POLICE LIEUTENANT	243,912.00	243,912.00	9,742.00	105,914.56	137,997.44	43.42 %
100-240-432140	POLICE DETECTIVE	335,616.00	335,616.00	15,031.61	163,537.55	172,078.45	48.73 %
100-240-432160	POLICE OFFICER	1,213,547.00	1,213,547.00	50,836.10	517,046.31	696,500.69	42.61 %
100-240-432170	POLICE SERGEANT	574,524.00	574,524.00	23,300.00	253,430.04	321,093.96	44.11 %
100-240-432182	PROPERTY ROOM TECHNICIAN	62,616.00	62,616.00	2,071.43	31,001.49	31,614.51	49.51 %
100-240-432185	POLICE RECORDS CLERK	119,256.00	119,256.00	4,919.00	54,109.00	65,147.00	45.37 %
100-240-450100	OVERTIME	267,000.00	267,000.00	18,878.09	227,944.45	39,055.55	85.37 %
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	4,934.65	52,508.00	71,022.00	42.51 %
100-240-450500	CAREER RECOGNITION PAY	5,656.00	5,656.00	287.30	3,663.36	1,992.64	64.77 %
100-240-470000	ASSOCIATED PAYROLL COSTS	1,927,794.00	1,927,794.00	77,107.04	823,248.66	1,104,545.34	42.70 %
RptCategory: 40 - PERSONNEL SERVICES Total:		5,194,527.00	5,194,527.00	218,948.22	2,374,475.40	2,820,051.60	45.71 %

RptCategory: 50 - MATERIAL AND SERVICES

100-240-500110	CONTRACTUAL & PROFESSIONAL SER...	145,000.00	145,000.00	8,533.72	36,682.25	108,317.75	25.30 %
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	2,725.00	13,382.44	73,945.56	15.32 %
100-240-520112	FIREARMS/AMMUNITION	68,000.00	68,000.00	496.00	18,040.85	49,959.15	26.53 %
100-240-520320	FLEET FUEL, MAINTENANCE & REPAIR	158,000.00	158,000.00	9,382.00	83,079.59	74,920.41	52.58 %
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	582.29	13,666.71	22,733.29	37.55 %
100-240-540110	EMPLOYEE APPRECIATION	12,000.00	12,000.00	514.18	2,304.01	9,695.99	19.20 %
100-240-540200	DUES & MEMBERSHIPS	18,550.00	18,550.00	0.00	1,040.35	17,509.65	5.61 %
100-240-540220	TRAVEL, CONFERENCES & TRAINING	74,200.00	74,200.00	1,010.20	23,458.96	50,741.04	31.62 %
100-240-540301	UNIFORMS AND SAFETY EQUIPMENT	39,600.00	39,600.00	255.00	13,592.72	26,007.28	34.33 %
100-240-542000	PUBLICATIONS & SUBSCRIPTIONS	5,000.00	5,000.00	134.40	2,373.65	2,626.35	47.47 %
100-240-560120	TELEPHONES	20,200.00	20,200.00	811.20	9,000.79	11,199.21	44.56 %
RptCategory: 50 - MATERIAL AND SERVICES Total:		837,378.00	837,378.00	24,443.99	224,563.82	612,814.18	26.82 %

RptCategory: 60 - CAPITAL OUTLAY

100-240-651000	VEHICLES AND EQUIPMENT RESERVES	172,500.00	172,500.00	1,678.78	61,861.31	110,638.69	35.86 %
RptCategory: 60 - CAPITAL OUTLAY Total:		172,500.00	172,500.00	1,678.78	61,861.31	110,638.69	35.86 %
Department: 240 - POLICE Total:		6,204,405.00	6,204,405.00	245,070.99	2,660,900.53	3,543,504.47	42.89 %

Department: 250 - FIRE

RptCategory: 40 - PERSONNEL SERVICES

100-250-432210	FIRE CHIEF	268,716.00	268,716.00	10,927.00	118,337.00	150,379.00	44.04 %
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	200,901.75	368,186.25	35.30 %
100-250-432290	ON-CALL FIREFIGHTERS	635,264.00	635,264.00	17,432.08	270,941.22	364,322.78	42.65 %
100-250-450100	OVERTIME	64,070.00	64,070.00	22,320.47	142,191.97	-78,121.97	221.93 %
100-250-470000	ASSOCIATED PAYROLL COSTS	935,446.00	935,446.00	26,972.02	346,182.88	589,263.12	37.01 %
100-250-470040	LIFE & DISABILITY INSURANCE	0.00	0.00	30.44	1,364.10	-1,364.10	0.00 %
RptCategory: 40 - PERSONNEL SERVICES Total:		2,609,204.00	2,609,204.00	92,946.01	1,079,918.92	1,529,285.08	41.39 %

RptCategory: 50 - MATERIAL AND SERVICES

100-250-500110	CONTRACTUAL & PROFESSIONAL SER...	82,000.00	82,000.00	6,681.74	68,875.42	13,124.58	83.99 %
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Budget Report

For Fiscal: 2021-2022 Period Ending: 05/31/2022

		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	1,130.00	11,310.00	17,690.00	39.00 %
100-250-500498	SHARE COST CCOM DISPATCH	192,500.00	192,500.00	7,792.58	86,648.42	105,851.58	45.01 %
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	3,903.00	41,198.40	45,101.60	47.74 %
100-250-520320	FLEET FUEL, MAINTENANCE & REPAIR	134,200.00	134,200.00	4,816.54	37,300.32	96,899.68	27.79 %
100-250-520400	OFFICE SUPPLIES & EQUIPMENT	0.00	0.00	4.83	73.97	-73.97	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	412.92	1,922.92	3,077.08	38.46 %
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	0.00	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	24,741.61	306,043.26	500,606.74	37.94 %
RptCategory: 60 - CAPITAL OUTLAY							
100-250-641000	FACILITY IMPROVEMENTS	350,000.00	350,000.00	0.00	7,875.93	342,124.07	2.25 %
RptCategory: 60 - CAPITAL OUTLAY Total:		350,000.00	350,000.00	0.00	7,875.93	342,124.07	2.25 %
Department: 250 - FIRE Total:		3,765,854.00	3,765,854.00	117,687.62	1,393,838.11	2,372,015.89	37.01 %
Department: 526 - PARKS							
RptCategory: 40 - PERSONNEL SERVICES							
100-526-437049	PUBLIC WORKS DIRECTOR	46,111.00	46,111.00	2,045.80	20,914.98	25,196.02	45.36 %
100-526-437050	PUBLIC WORKS SUPERVISOR	81,292.00	81,292.00	3,208.81	34,088.79	47,203.21	41.93 %
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	1,131.64	10,478.89	10,216.11	50.63 %
100-526-437070	UTILITY WORKER, JOURNEY	144,436.00	144,436.00	2,301.02	25,493.90	118,942.10	17.65 %
100-526-437071	UTILITY WORKER II	86,171.00	86,171.00	4,962.00	54,582.00	31,589.00	63.34 %
100-526-439011	SEASONAL HELP	100,000.00	100,000.00	599.76	20,600.65	79,399.35	20.60 %
100-526-450100	OVERTIME	11,000.00	11,000.00	33.97	1,151.60	9,848.40	10.47 %
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	6,783.08	76,902.93	208,240.07	26.97 %
RptCategory: 40 - PERSONNEL SERVICES Total:		794,767.00	794,767.00	21,066.08	244,213.74	550,553.26	30.73 %
RptCategory: 50 - MATERIAL AND SERVICES							
100-526-500110	CONTRACTUAL & PROFESSIONAL SER...	20,400.00	20,400.00	1,076.36	31,694.02	-11,294.02	155.36 %
100-526-520120	BANK CHARGES	0.00	0.00	531.32	4,516.14	-4,516.14	0.00 %
100-526-520130	OPERATIONS, MAINTENANCE & REPA...	145,000.00	145,000.00	10,689.26	74,977.29	70,022.71	51.71 %
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	3,490.84	16,244.20	28,755.80	36.10 %
100-526-520400	OFFICE SUPPLIES & EQUIPMENT	5,000.00	5,000.00	61.87	2,080.79	2,919.21	41.62 %
100-526-540220	TRAVEL, CONFERENCES & TRAINING	3,500.00	3,500.00	0.00	419.15	3,080.85	11.98 %
100-526-540300	SMALL TOOLS, EQUIPMENT & SAFETY...	20,000.00	20,000.00	55.32	3,922.04	16,077.96	19.61 %
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	2,663.88	35,821.35	34,178.65	51.17 %
RptCategory: 50 - MATERIAL AND SERVICES Total:		381,900.00	381,900.00	18,568.85	169,900.04	211,999.96	44.49 %
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	3,115.00	50,077.50	708,775.50	6.60 %
RptCategory: 60 - CAPITAL OUTLAY Total:		886,629.00	846,197.00	3,115.00	50,077.50	796,119.50	5.92 %
Department: 526 - PARKS Total:		2,063,296.00	2,022,864.00	42,749.93	464,191.28	1,558,672.72	22.95 %
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	RECREATION COORDINATOR	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: 05/31/2022

		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	408.06	758.04	2,241.96	25.27 %
100-527-510064	SPECIAL EVENTS	5,000.00	5,000.00	495.00	1,616.99	3,383.01	32.34 %
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	903.06	2,375.03	7,824.97	23.28 %
Department: 527 - RECREATION Total:		76,200.00	76,200.00	903.06	2,375.03	73,824.97	3.12 %
Department: 528 - SENIOR CENTER							
RptCategory: 40 - PERSONNEL SERVICES							
100-528-435210	COMMUNITY SERVICES MANAGER	0.00	209,121.00	7,633.00	58,010.89	151,110.11	27.74 %
100-528-435240	TRAM DRIVER	61,903.00	61,903.00	1,944.81	29,217.71	32,685.29	47.20 %
100-528-435250	NUTRITION CATERER	49,406.00	49,406.00	4,033.87	34,058.99	15,347.01	68.94 %
100-528-435280	CENTER ASSISTANT	113,713.00	113,713.00	5,634.20	53,228.39	60,484.61	46.81 %
100-528-435295	BUILDING MONITOR	10,000.00	10,000.00	45.50	336.00	9,664.00	3.36 %
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	9,733.64	73,883.64	125,886.36	36.98 %
RptCategory: 40 - PERSONNEL SERVICES Total:		363,036.00	645,770.00	29,025.02	249,251.87	396,518.13	38.60 %
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	398.31	4,118.34	35,881.66	10.30 %
100-528-520140	TRAM EXPENSES	14,500.00	14,500.00	911.89	3,995.24	10,504.76	27.55 %
100-528-520190	MISCELLANEOUS EQUIPMENT	8,250.00	8,250.00	98.84	946.80	7,303.20	11.48 %
100-528-520200	BLDG MAINTENANCE & SUPPLIES	9,360.00	9,360.00	337.84	1,950.50	7,409.50	20.84 %
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	531.38	2,976.95	10,023.05	22.90 %
100-528-540200	DUES & MEMBERSHIPS	3,200.00	3,200.00	0.00	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	1,413.75	5,586.25	20.20 %
RptCategory: 50 - MATERIAL AND SERVICES Total:		98,260.00	98,260.00	2,405.32	17,028.97	81,231.03	17.33 %
Department: 528 - SENIOR CENTER Total:		461,296.00	744,030.00	31,430.34	266,280.84	477,749.16	35.79 %
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	40,318.00	207,889.00	396,509.00	34.40 %
100-600-730040	DEBT SERVICE - INTEREST	150,646.00	290,732.00	14,111.11	91,943.68	198,788.32	31.62 %
100-600-740040	OFU - ISSUANCE COSTS	0.00	51,000.00	-923.17	50,076.83	923.17	98.19 %
RptCategory: 70 - DEBT SERVICE Total:		490,814.00	946,130.00	53,505.94	349,909.51	596,220.49	36.98 %
Department: 600 - DEBT SERVICE Total:		490,814.00	946,130.00	53,505.94	349,909.51	596,220.49	36.98 %
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	686,675.27	7,602,045.18	18,336,597.82	29.31 %
Fund: 100 - GENERAL FUND Surplus (Deficit):		0.00	0.00	-424,192.87	4,559,316.53	4,559,316.53	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 05/31/2022

	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	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	0.00	200,000.00	0.00	30,000.00	170,000.00	15.00 %	
105-150-530200	0.00	50,000.00	0.00	0.00	50,000.00	0.00 %	
105-150-530210	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	0.00	30,000.00	1,497,344.00	1.96 %
	Department: 150 - ARPA GRANT Total:	0.00	1,527,344.00	0.00	30,000.00	1,497,344.00	1.96 %
Department: 920 - TRANSFER OUT							
RptCategory: 89 - TRANSFERS OUT							
105-920-899730	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	0.00	30,000.00	2,707,344.00	1.10 %
Fund: 105 - AMERICAN RESCUE PLAN RESERVE FUND Surplus (Deficit):	0.00	0.00	0.00	-10,000.00	-10,000.00	0.00 %	

Budget Report

For Fiscal: 2021-2022 Period Ending: 05/31/2022

		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	20,899.66	211,591.59	-158,408.41	57.19 %
	RptType: 3100 - LOCAL TAXES Total:	370,000.00	370,000.00	20,899.66	211,591.59	-158,408.41	57.19 %
RptType: 3110 - STATE SHARED TAXES							
205-000-310140	STATE HIGHWAY TAXES	1,817,551.00	1,817,551.00	77,062.54	873,789.75	-943,761.25	48.08 %
	RptType: 3110 - STATE SHARED TAXES Total:	1,817,551.00	1,817,551.00	77,062.54	873,789.75	-943,761.25	48.08 %
RptType: 3120 - RIGHT OF WAY FEES							
205-000-312050	RIGHT OF WAY - TELECOM	375,000.00	375,000.00	13,947.05	96,889.78	-278,110.22	25.84 %
205-000-312055	RIGHT OF WAY - OTHER	200,000.00	200,000.00	11,500.35	64,290.19	-135,709.81	32.15 %
205-000-312060	ROW LICENSES & APP FEES	1,500.00	1,500.00	0.00	285.00	-1,215.00	19.00 %
	RptType: 3120 - RIGHT OF WAY FEES Total:	576,500.00	576,500.00	25,447.40	161,464.97	-415,035.03	28.01 %
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	570.00	23,025.00	-36,975.00	38.38 %
	RptType: 3600 - MISCELLANEOUS Total:	60,000.00	60,000.00	570.00	23,025.00	-36,975.00	38.38 %
	Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	5,744,051.00	5,744,051.00	123,979.60	1,269,871.31	-4,474,179.69	22.11 %
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	123,979.60	1,462,663.31	-5,098,412.69	22.29 %
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	20,914.98	25,197.02	45.36 %
205-305-437050	PUBLIC WORKS SUPERVISOR	81,292.00	81,292.00	3,208.81	34,088.78	47,203.22	41.93 %
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	1,927.48	20,788.25	25,775.75	44.64 %
205-305-437070	UTILITY WORKER, JOURNEY	378,527.00	378,527.00	11,291.13	132,523.54	246,003.46	35.01 %
205-305-439011	SEASONAL HELP	50,000.00	50,000.00	2,257.92	19,707.28	30,292.72	39.41 %
205-305-450100	OVERTIME	8,000.00	8,000.00	76.43	3,187.38	4,812.62	39.84 %
205-305-450500	CAREER RECOGNITION PAY	0.00	0.00	310.18	3,338.75	-3,338.75	0.00 %
205-305-470000	ASSOCIATED PAYROLL COSTS	374,085.00	374,085.00	13,564.46	153,064.64	221,020.36	40.92 %
	RptCategory: 40 - PERSONNEL SERVICES Total:	1,029,397.00	1,029,397.00	34,682.21	387,613.60	641,783.40	37.65 %
RptCategory: 50 - MATERIAL AND SERVICES							
205-305-500110	CONTRACTUAL & PROFESSIONAL SER...	46,000.00	46,000.00	1,345.74	7,548.34	38,451.66	16.41 %
205-305-520130	OPERATIONS, MAINTENANCE & REPA...	600,000.00	600,000.00	8,773.71	245,668.73	354,331.27	40.94 %
205-305-520172	STREET LIGHT MAINTENANCE	200,000.00	200,000.00	6,428.58	72,249.49	127,750.51	36.12 %
205-305-520176	TRAFFIC SIGNAL MAINTENANCE	16,000.00	16,000.00	1,275.97	5,847.60	10,152.40	36.55 %
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	3,028.73	15,341.80	49,658.20	23.60 %
205-305-520400	OFFICE SUPPLIES & EQUIPMENT	5,000.00	5,000.00	61.87	1,163.08	3,836.92	23.26 %
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	29.21	2,565.33	37,434.67	6.41 %

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		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	590.83	1,909.17	23.63 %
RptCategory: 50 - MATERIAL AND SERVICES Total:		1,084,500.00	1,084,500.00	20,997.54	384,057.90	700,442.10	35.41 %
RptCategory: 60 - CAPITAL OUTLAY							
205-305-660100	EQUIPMENT REPLACEMENT RESERVES	622,000.00	622,000.00	0.00	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	262.50	92,515.29	1,398,448.71	6.21 %
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	262.50	178,240.89	2,575,468.11	6.47 %
Department: 305 - ROAD AND STREET Total:		4,958,577.00	4,867,606.00	55,942.25	949,912.39	3,917,693.61	19.51 %
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	55,942.25	1,208,430.39	5,352,645.61	18.42 %
Fund: 205 - ROAD AND STREET FUND Surplus (Deficit):		0.00	0.00	68,037.35	254,232.92	254,232.92	0.00 %

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	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	1,659.26	683,834.85	-732,181.15 48.29 %
228-000-310050	PRIOR YEAR TAXES	16,000.00	16,000.00	459.55	5,097.82	-10,902.18 31.86 %
	RptType: 3100 - LOCAL TAXES Total:	1,432,016.00	1,432,016.00	2,118.81	688,932.67	-743,083.33 48.11 %
RptType: 3301 - INTEREST						
228-000-330100	INTEREST	2,000.00	2,000.00	129.28	1,361.06	-638.94 68.05 %
	RptType: 3301 - INTEREST Total:	2,000.00	2,000.00	129.28	1,361.06	-638.94 68.05 %
	Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	1,574,016.00	1,574,016.00	2,248.09	690,293.73	-883,722.27 43.86 %
	Revenue Total:	1,574,016.00	1,574,016.00	2,248.09	690,293.73	-883,722.27 43.86 %
Expense						
Department: 245 - POLICE LEVY						
RptCategory: 40 - PERSONNEL SERVICES						
228-245-432160	POLICE OFFICER	167,808.00	167,808.00	7,893.34	87,750.11	80,057.89 52.29 %
228-245-432165	SCHOOL RESOURCE OFFICER	167,808.00	167,808.00	7,535.66	83,337.95	84,470.05 49.66 %
228-245-432180	MUNICIPAL ORDINANCE SPECIALIST	138,070.00	138,070.00	5,695.00	62,645.00	75,425.00 45.37 %
228-245-432195	EXECUTIVE ASSISTANT	148,644.00	148,644.00	5,981.00	65,791.00	82,853.00 44.26 %
228-245-450100	OVERTIME	40,000.00	40,000.00	1,087.72	13,318.26	26,681.74 33.30 %
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	1,553.75	18,703.43	34,156.57 35.38 %
228-245-450500	CAREER RECOGNITION PAY	3,428.00	3,428.00	230.56	2,524.80	903.20 73.65 %
228-245-470000	ASSOCIATED PAYROLL COSTS	471,308.00	471,308.00	21,139.11	238,804.71	232,503.29 50.67 %
	RptCategory: 40 - PERSONNEL SERVICES Total:	1,197,926.00	1,197,926.00	51,116.14	573,194.74	624,731.26 47.85 %
RptCategory: 50 - MATERIAL AND SERVICES						
228-245-500498	SHARE COST CCOM DISPATCH	152,250.00	152,250.00	12,064.08	132,704.92	19,545.08 87.16 %
228-245-510032	SRO EXPENSES	4,000.00	4,000.00	474.91	1,109.45	2,890.55 27.74 %
228-245-510040	K-9 EXPENSES	14,000.00	14,000.00	4.44	3,302.73	10,697.27 23.59 %
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	12,543.43	137,117.10	41,332.90 76.84 %
	Department: 245 - POLICE LEVY Total:	1,376,376.00	1,376,376.00	63,659.57	710,311.84	666,064.16 51.61 %
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	63,659.57	736,837.84	837,178.16 46.81 %
	Fund: 228 - POLICE LEVY FUND Surplus (Deficit):	0.00	0.00	-61,411.48	-46,544.11	-46,544.11 0.00 %

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	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	755.78	311,482.09	-334,053.91 48.25 %
229-000-310050	PRIOR YEAR TAXES	8,000.00	8,000.00	209.32	2,322.03	-5,677.97 29.03 %
	RptType: 3100 - LOCAL TAXES Total:	653,536.00	653,536.00	965.10	313,804.12	-339,731.88 48.02 %
RptType: 3301 - INTEREST						
229-000-330100	INTEREST	5,000.00	5,000.00	287.03	1,944.34	-3,055.66 38.89 %
	RptType: 3301 - INTEREST Total:	5,000.00	5,000.00	287.03	1,944.34	-3,055.66 38.89 %
	Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	913,536.00	913,536.00	1,252.13	315,748.46	-597,787.54 34.56 %
	Revenue Total:	913,536.00	913,536.00	1,252.13	315,748.46	-597,787.54 34.56 %
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	0.00	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	182.37	5,082.87	917.13 84.71 %
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	182.37	14,773.62	57,226.38 20.52 %
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	182.37	162,904.61	629,657.39 20.55 %
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	182.37	177,000.61	736,535.39 19.38 %
	Fund: 229 - FIRE LEVY FUND Surplus (Deficit):	0.00	0.00	1,069.76	138,747.85	138,747.85 0.00 %

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	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	2,378.74	980,643.01	-1,094,195.99 47.26 %
390-000-310050	PRIOR YEAR TAXES	30,000.00	30,000.00	677.87	8,194.39	-21,805.61 27.31 %
	RptType: 3100 - LOCAL TAXES Total:	2,104,839.00	2,104,839.00	3,056.61	988,837.40	-1,116,001.60 46.98 %
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	1,872.02	13,445.29	13,445.29 0.00 %
	RptType: 3301 - INTEREST Total:	0.00	0.00	1,872.02	13,445.29	13,445.29 0.00 %
	Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	4,370,839.00	4,370,839.00	4,928.63	1,002,282.69	-3,368,556.31 22.93 %
	Revenue Total:	4,370,839.00	4,370,839.00	4,928.63	1,002,282.69	-3,368,556.31 22.93 %
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	4,928.63	209,618.80	209,618.80 0.00 %

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	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	71,439.48	779,961.14	-1,005,038.86 43.70 %
730-000-314055	TRI-CITY SERVICE DISTRICT	6,050,000.00	6,050,000.00	251,810.58	2,754,660.88	-3,295,339.12 45.53 %
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	323,250.06	3,534,622.02	-4,310,377.98 45.06 %
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	323,250.06	3,541,200.02	-6,647,799.98 34.76 %
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	323,250.06	3,598,032.02	-8,079,372.98 30.81 %
Expense						
Department: 703 - SEWER						
RptCategory: 40 - PERSONNEL SERVICES						
730-703-431500	ACCOUNTING CLERK	30,606.00	30,606.00	1,231.75	13,268.60	17,337.40 43.35 %
730-703-437049	PUBLIC WORKS DIRECTOR	46,111.00	46,111.00	2,045.80	20,914.98	25,196.02 45.36 %
730-703-437050	PUBLIC WORKS SUPERVISOR	70,147.00	70,147.00	2,831.14	32,584.36	37,562.64 46.45 %
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	1,927.48	20,788.25	25,775.75 44.64 %
730-703-437070	UTILITY WORKER, JOURNEY	129,372.00	129,372.00	5,918.92	66,566.79	62,805.21 51.45 %
730-703-437071	UTILITY WORKER II	117,444.00	117,444.00	4,299.35	47,404.65	70,039.35 40.36 %
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	208.39	1,909.39	8,090.61 19.09 %
730-703-450500	CAREER RECOGNITION PAY	0.00	0.00	199.48	2,227.14	-2,227.14 0.00 %
730-703-470000	ASSOCIATED PAYROLL COSTS	287,061.00	287,061.00	11,241.27	124,662.12	162,398.88 43.43 %
	RptCategory: 40 - PERSONNEL SERVICES Total:	822,122.00	822,122.00	29,903.58	345,486.49	476,635.51 42.02 %
RptCategory: 50 - MATERIAL AND SERVICES						
730-703-500110	CONTRACTUAL & PROFESSIONAL SER...	61,000.00	61,000.00	734.63	17,463.81	43,536.19 28.63 %
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	0.00	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	1,103,404.20	1,634,687.80 40.30 %
730-703-520120	BANK CHARGES	36,000.00	36,000.00	1,943.42	28,689.83	7,310.17 79.69 %
730-703-520130	OPERATIONS, MAINTENANCE & REPA...	115,000.00	115,000.00	1,064.38	21,718.40	93,281.60 18.89 %
730-703-520320	FLEET FUEL, MAINTENANCE & REPAIR	55,000.00	55,000.00	1,533.36	20,271.07	34,728.93 36.86 %
730-703-520400	OFFICE SUPPLIES & EQUIPMENT	8,000.00	8,000.00	107.00	1,835.46	6,164.54 22.94 %
730-703-520430	UTILITY BILLS & POSTAGE	16,000.00	16,000.00	621.55	7,266.22	8,733.78 45.41 %
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	29.21	9,084.16	10,915.84 45.42 %
730-703-540400	DUMPING, HAULING, GARBAGE	5,500.00	5,500.00	1,237.88	2,637.90	2,862.10 47.96 %

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		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	111.06	1,223.30	5,276.70	18.82 %
RptCategory: 50 - MATERIAL AND SERVICES Total:		4,205,029.00	4,205,029.00	114,548.03	1,679,874.06	2,525,154.94	39.95 %
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	480.76	310,646.78	4,161,114.22	6.95 %
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	480.76	310,646.78	5,220,078.22	5.62 %
Department: 703 - SEWER Total:		9,438,847.00	10,557,876.00	144,932.37	2,336,007.33	8,221,868.67	22.13 %
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	144,932.37	2,479,854.33	9,197,550.67	21.24 %
Fund: 730 - SEWER FUND Surplus (Deficit):		0.00	0.00	178,317.69	1,118,177.69	1,118,177.69	0.00 %

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		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	194,481.96	2,400,283.14	-2,799,716.86	46.16 %
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	194,481.96	2,400,831.16	-2,809,168.84	46.08 %
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	194,481.96	2,400,831.16	-6,727,168.84	26.30 %
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	194,481.96	2,457,663.16	-6,948,741.84	26.13 %
Expense							
Department: 704 - WATER							
RptCategory: 40 - PERSONNEL SERVICES							
740-704-431500	ACCOUNTING CLERK	36,727.00	36,727.00	1,478.10	15,922.32	20,804.68	43.35 %
740-704-437049	PUBLIC WORKS DIRECTOR	46,111.00	46,111.00	2,045.80	20,914.98	25,196.02	45.36 %
740-704-437050	PUBLIC WORKS SUPERVISOR	72,273.00	72,273.00	2,891.43	33,451.23	38,821.77	46.28 %
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	1,927.48	20,788.25	25,775.75	44.64 %
740-704-437070	UTILITY WORKER, JOURNEY	145,818.00	145,818.00	5,248.12	52,555.40	93,262.60	36.04 %
740-704-437071	UTILITY WORKER II	238,650.00	238,650.00	4,256.00	41,505.69	197,144.31	17.39 %
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	123.59	1,318.54	8,681.46	13.19 %
740-704-450500	CAREER RECOGNITION PAY	0.00	0.00	27.72	315.45	-315.45	0.00 %
740-704-470000	ASSOCIATED PAYROLL COSTS	434,079.00	434,079.00	9,288.00	96,236.49	337,842.51	22.17 %
	RptCategory: 40 - PERSONNEL SERVICES Total:	1,115,039.00	1,115,039.00	27,286.24	288,128.11	826,910.89	25.84 %
RptCategory: 50 - MATERIAL AND SERVICES							
740-704-500110	CONTRACTUAL & PROFESSIONAL SER...	71,000.00	71,000.00	2,973.24	38,330.98	32,669.02	53.99 %
740-704-500240	METER READING CONTRACT	65,000.00	65,000.00	2,379.12	25,127.60	39,872.40	38.66 %
740-704-500425	WHOLESALE WATER	1,300,000.00	1,300,000.00	35,297.73	522,178.40	777,821.60	40.17 %
740-704-520120	BANK CHARGES	36,000.00	36,000.00	1,908.44	28,024.99	7,975.01	77.85 %
740-704-520130	OPERATIONS, MAINTENANCE & REPA...	300,000.00	300,000.00	11,195.43	51,658.37	248,341.63	17.22 %
740-704-520162	LABORATORY WATER TESTS	40,000.00	40,000.00	2,565.00	12,470.00	27,530.00	31.18 %
740-704-520165	FIRE HYDRANT MAINTENANCE & REP...	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00 %
740-704-520320	FLEET FUEL, MAINTENANCE & REPAIR	45,000.00	45,000.00	1,533.34	17,665.61	27,334.39	39.26 %
740-704-520400	OFFICE SUPPLIES & EQUIPMENT	6,000.00	6,000.00	107.01	1,867.17	4,132.83	31.12 %
740-704-520430	UTILITY BILLS & POSTAGE	16,000.00	16,000.00	621.55	7,266.22	8,733.78	45.41 %
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	29.21	9,888.26	10,111.74	49.44 %
740-704-540400	DUMPING, HAULING, GARBAGE	10,000.00	10,000.00	1,238.25	8,170.29	1,829.71	81.70 %
740-704-560100	UTILITIES	55,000.00	55,000.00	1,527.10	19,247.11	35,752.89	34.99 %
	RptCategory: 50 - MATERIAL AND SERVICES Total:	2,014,000.00	2,014,000.00	61,375.42	743,717.26	1,270,282.74	36.93 %
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	480.62	60,488.55	3,899,936.45	1.53 %

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		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	480.62	60,488.55	4,788,546.45	1.25 %
	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	89,142.28	1,272,589.82	7,063,719.18	15.27 %
	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	89,142.28	1,417,339.82	7,989,065.18	15.07 %
	Fund: 740 - WATER FUND Surplus (Deficit):	0.00	0.00	105,339.68	1,040,323.34	1,040,323.34	0.00 %

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	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	78,601.18	846,370.83	-1,051,629.17 44.59 %
	RptType: 3140 - CHARGES FOR SERVICES Total:	1,898,000.00	1,898,000.00	78,601.18	846,370.83	-1,051,629.17 44.59 %
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	78,601.18	846,370.83	-2,102,629.17 28.70 %
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	78,601.18	903,202.83	-2,324,202.17 27.99 %
Expense						
Department: 705 - PUBLIC WORKS DIRECTOR						
RptCategory: 40 - PERSONNEL SERVICES						
750-705-431500	ACCOUNTING CLERK	30,606.00	30,606.00	1,231.75	13,268.59	17,337.41 43.35 %
750-705-437049	PUBLIC WORKS DIRECTOR	46,111.00	46,111.00	2,045.80	20,914.96	25,196.04 45.36 %
750-705-437050	PUBLIC WORKS SUPERVISOR	70,147.00	70,147.00	2,831.15	32,424.30	37,722.70 46.22 %
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	1,927.50	20,788.03	25,775.97 44.64 %
750-705-437070	UTILITY WORKER, JOURNEY	0.00	0.00	4,727.00	50,465.77	-50,465.77 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	122.19	1,363.62	3,636.38 27.27 %
750-705-450500	CAREER RECOGNITION PAY	0.00	0.00	26.91	306.20	-306.20 0.00 %
750-705-470000	ASSOCIATED PAYROLL COSTS	180,486.00	180,486.00	6,577.83	73,319.06	107,166.94 40.62 %
	RptCategory: 40 - PERSONNEL SERVICES Total:	567,711.00	567,711.00	19,490.13	227,358.53	340,352.47 40.05 %
RptCategory: 50 - MATERIAL AND SERVICES						
750-705-500110	CONTRACTUAL & PROFESSIONAL SER...	41,000.00	41,000.00	1,901.24	21,348.15	19,651.85 52.07 %
750-705-520120	BANK CHARGES	36,000.00	36,000.00	1,943.43	28,691.57	7,308.43 79.70 %
750-705-520130	OPERATIONS, MAINTENANCE & REPA...	65,000.00	65,000.00	15,357.32	28,998.51	36,001.49 44.61 %
750-705-520320	FLEET FUEL, MAINTENANCE & REPAIR	20,000.00	20,000.00	2,322.69	19,677.50	322.50 98.39 %
750-705-520400	OFFICE SUPPLIES & EQUIPMENT	5,000.00	5,000.00	106.96	1,835.19	3,164.81 36.70 %
750-705-520430	UTILITY BILLS & POSTAGE	16,000.00	16,000.00	621.74	7,268.42	8,731.58 45.43 %
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	29.22	7,434.65	3,565.35 67.59 %
750-705-540400	DUMPING, HAULING, GARBAGE	5,000.00	5,000.00	1,237.87	2,197.81	2,802.19 43.96 %
750-705-560100	UTILITIES	3,000.00	3,000.00	53.73	590.86	2,409.14 19.70 %
	RptCategory: 50 - MATERIAL AND SERVICES Total:	206,000.00	206,000.00	23,574.20	118,139.00	87,861.00 57.35 %
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	1,800.85	74,374.46	1,729,125.54 4.12 %
	RptCategory: 60 - CAPITAL OUTLAY Total:	2,009,471.00	1,918,500.00	1,800.85	74,374.46	1,844,125.54 3.88 %
	Department: 705 - PUBLIC WORKS DIRECTOR Total:	2,783,182.00	2,692,211.00	44,865.18	419,871.99	2,272,339.01 15.60 %
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: 05/31/2022

	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	44,865.18	476,184.99	2,751,220.01	14.75 %
Fund: 750 - STORM WATER FUND Surplus (Deficit):	0.00	0.00	33,736.00	427,017.84	427,017.84	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 05/31/2022

	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	24,322.42	300,857.92	-434,142.08 40.93 %
801-000-326030	CLACKAMAS COUNTY FINES/FEES	22,000.00	22,000.00	1,173.69	13,190.10	-8,809.90 59.96 %
801-000-326040	STATE OF OREGON FINES/FEES	85,000.00	85,000.00	3,561.51	50,182.86	-34,817.14 59.04 %
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	7,697.10	9,931.59	4,931.59 198.63 %
	RptType: 3260 - FINES AND FORFEITURES Total:	850,000.00	850,000.00	36,754.72	374,162.47	-475,837.53 44.02 %
	Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	890,000.00	890,000.00	36,754.72	374,162.47	-515,837.53 42.04 %
	Revenue Total:	890,000.00	890,000.00	36,754.72	374,162.47	-515,837.53 42.04 %
Expense						
Department: 220 - COURT						
RptCategory: 50 - MATERIAL AND SERVICES						
801-220-500500	CITY OF GLADSTONE FINES & FEES	735,000.00	735,000.00	27,833.96	266,715.27	468,284.73 36.29 %
801-220-500510	CLACKAMAS COUNTY FINES & FEES	22,000.00	22,000.00	1,016.05	13,141.15	8,858.85 59.73 %
801-220-500520	STATE OF OREGON FINES & FEES	85,000.00	85,000.00	4,094.97	84,639.38	360.62 99.58 %
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	32,944.98	364,495.80	485,504.20 42.88 %
	Department: 220 - COURT Total:	890,000.00	850,000.00	32,944.98	364,495.80	485,504.20 42.88 %
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	32,944.98	364,495.80	525,504.20 40.95 %
	Fund: 801 - MUNICIPAL COURT TRUST FUND Surplus (Deficit):	0.00	0.00	3,809.74	9,666.67	9,666.67 0.00 %
	Report Surplus (Deficit):	0.00	0.00	-90,365.50	7,700,557.53	7,700,557.53 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	-424,192.87	4,559,316.53	4,559,316.53
105 - AMERICAN RESCUE PLAN RESE	0.00	0.00	0.00	-10,000.00	-10,000.00
205 - ROAD AND STREET FUND	0.00	0.00	68,037.35	254,232.92	254,232.92
228 - POLICE LEVY FUND	0.00	0.00	-61,411.48	-46,544.11	-46,544.11
229 - FIRE LEVY FUND	0.00	0.00	1,069.76	138,747.85	138,747.85
390 - URBAN RENEWAL FUND	0.00	0.00	4,928.63	209,618.80	209,618.80
730 - SEWER FUND	0.00	0.00	178,317.69	1,118,177.69	1,118,177.69
740 - WATER FUND	0.00	0.00	105,339.68	1,040,323.34	1,040,323.34
750 - STORM WATER FUND	0.00	0.00	33,736.00	427,017.84	427,017.84
801 - MUNICIPAL COURT TRUST FU	0.00	0.00	3,809.74	9,666.67	9,666.67
Report Surplus (Deficit):	0.00	0.00	-90,365.50	7,700,557.53	7,700,557.53

CHECK REGISTER FOR MAY 2022

Check Date	Check No.	Vendor	Amount	Line Item Description
05/01/2022	92007 - 92011	UB Refund Checks	\$ 506.15	UB Refund Checks - PW
05/05/2022	181	Amy Lindgren Law, LLC	1,500.00	Judge Contract Services - CT
05/05/2022	182	Beery Elsner & Hammond LLP	7,135.06	Legal Fees - Admin
05/05/2022	183	Lundquist, Kyndre	3,500.00	Prosecutor Contract - CT
05/05/2022	184	Nancy McDonald	5,280.00	HR Consultant - Admin
05/05/2022	92012	Buel's Impressions Printing	44.00	Business Card Printing - CT
05/05/2022	92013	Clackamas ESD	2,083.54	Off Site Data Storage - IT
05/05/2022	92014	Clackamas Fire District #1	2,530.07	Fleet/Admin Assist/Fire Prev - FD
05/05/2022	92015	Comcast	52.50	Digital TV Receivers - IT
05/05/2022	92016	GHS Grad Party	500.00	Reissue Lost Contribution Ck. - Admin
05/05/2022	92017	Gold Wrench	1,048.35	Vehicle Maintenance - PD
05/05/2022	92018	Jill Tate	375.00	Transcription - Admin
05/05/2022	92019	Lane Council of Governments	320.00	Background Checks - Admin
05/05/2022	92020	Malaya Signs	771.10	MB Park Wayfinding Signs - Admin
05/05/2022	92021	Northwest Natural Gas	1,212.53	Natural Gas Usage - All Depts.
05/05/2022	92022	Oak Lodge Water Services	1,853.12	Water Purchases - PW
05/05/2022	92023	Pioneer Animal Hospital	135.60	K9 Veterinary Care - PD
05/05/2022	92024	Portland General Electric	7,483.34	Electricity Usage - All Depts
05/05/2022	92025	RLI Surety	125.00	Surety Bond - Admin
05/05/2022	92026	SeaWestern	225.00	Equipment Testing/Maint - FD
05/05/2022	92027	Verizon Wireless	2,985.40	Cell Phone/Data Lines - IT
05/05/2022	92028	Water Environment Services	107,082.34	Sewer Service - PW
05/10/2022	185	US Bank	32,242.86	P-Card Purchases - All Depts.
05/12/2022	92029	BMS Technologies	1,864.84	UB Printing/Mailing - PW
05/12/2022	92030	BridgePay Network Solutions, LLC	174.80	UB Online Payment Fees - PW
05/12/2022	92031	Brown & Caldwell	2,775.50	Professional Fees - PW
05/12/2022	92032	Clackamas County Finance Department	6,768.40	Planning/Signal Maint. - Admin/PW
05/12/2022	92033	Clackamas Fire District #1	6,216.78	Fleet/Fire Prev - FD
05/12/2022	92034	Crafco, Inc.	60,690.50	Roadway Crack Sealer - PW
05/12/2022	92035	Daily Journal of Commerce	95.85	Bid Publication - FD
05/12/2022	92036	Environment Science Associates	4,655.00	MB Site Plan - PW
05/12/2022	92037	Houston, Marc R	990.00	Physician Advisor - FD
05/12/2022	92038	Interior Technology, Inc.	191.00	SC Partition Wall Repair - PW
05/12/2022	92039	League of Oregon Cities	20.00	Job Posting - Admin
05/12/2022	92040	Les Schwab Tires	1,268.47	Vehicle Maintenance - PD
05/12/2022	92041	North Clackamas County	37,171.92	Water Usage - PW
05/12/2022	92042	Northwest Success, Inc.	2,253.31	Janitorial Service - PW
05/12/2022	92043	Oak Lodge Water Services	93,061.89	Sewer Service - PW
05/12/2022	92044	One Call Concepts Inc	128.40	Utility Locates - PW
05/12/2022	92045	Oregon Patrol Service	800.00	Courtroom Security - CT
05/12/2022	92046	Paramount Pest Control Inc	291.00	Pest Control - PW
05/12/2022	92047	Portland General Electric	5,841.49	Street Light Electricity - PW
05/12/2022	92048	Ronald L. Gray	1,500.00	Municipal Court Judge - CT
05/12/2022	92049	Shiels Obletz Johnsen	5,254.05	Professional Fees/PW Facility - PW
05/12/2022	92050	Smith-Wagar Brucker Consulting Inc.	11,327.50	Financial Consulting - Admin
05/12/2022	92051	Star Cars LLC	1,678.78	Vehicle Modification - PD
05/12/2022	92052	Stein Oil Co. Inc.	5,274.79	Gasoline - PD/FD/PW/SC
05/12/2022	92053	Stitch n' Embroidery Inc.	255.00	Logo Embroidery - PD
05/12/2022	92054	TransUnion Risk and Alternative	78.00	Data Research - PD
05/20/2022	186	Satcom Global Ltd.	42.75	Satellite Phone Access - PD
05/20/2022	92055	8x8, Inc.	1,815.17	Monthly Phone Service - IT
05/20/2022	92056	Allstream	138.13	Land Lines - PW
05/20/2022	92057	Amazon Capital Services	124.62	Office Supplies - PW/FD/Admin
05/20/2022	92058	American Medical Response	1,200.00	Blood Draws - PD
05/20/2022	92059	Backflow Management Inc	52.00	Backflow Testing Letters - PW
05/20/2022	92060	Canopy Wellbeing	24.50	Employee Assistance Program - FD
05/20/2022	92061	CESSCO Inc.	234.60	Equipment Repairs - PW

CHECK REGISTER FOR MAY 2022

Check Date	Check No.	Vendor	Amount	Line Item Description
05/20/2022	92062	Cintas First Aid Lockbox	181.29	First Aid Supplies/Waterbreak - PD/PW/Admin
05/20/2022	92063	CIS Trust	6,137.71	Liability Insurance - Admin
05/20/2022	92064	Comcast	52.00	Cable/Internet - IT
05/20/2022	92065	Consolidated Supply Co.	3,001.84	Water Meters - PW
05/20/2022	92066	Crafco, Inc.	6,280.00	Crack Sealing Supplies - PW
05/20/2022	92067	Curtis, L. N. Co.	215.00	Uniforms - PD
05/20/2022	92068	Hawkins Delafield & Wood LLP	21,076.83	Legal Fees/Bond Issuance - PW
05/20/2022	92069	Lexipol LLC	7,983.19	LE Policy Manual/Bulletins - PD
05/20/2022	92070	Office Depot	219.54	Office Supplies - PW/FD/Admin
05/20/2022	92071	Pacific Office Automation Inc	175.31	Copier Lease/Usage - IT
05/20/2022	92072	Pamplin Media Group	4,052.00	Newsletter Printing - Admin
05/20/2022	92073	Quill Corp	69.99	Membership Fee - PW
05/20/2022	92074	Sisul Engineering	4,029.50	Professional Fees - PW
05/20/2022	92075	State of Oregon DMV	6.00	Vehicle Plate Transfer Fee- PD
05/20/2022	92076	State of Oregon DMV	16.00	Vehicle PlateTransfer Fee/Reg - PD
05/20/2022	92077	United States Postal Service	1,077.75	Newsletter Postage - Admin
05/20/2022	92078	Hayle Kratz	120.38	Shipping Cost Reimbursement - FD
05/26/2022	187	Cycle Express	2,000.00	Office Rental - FD
05/26/2022	92079	Maxwell Rentals	1,050.00	Apartment Rental - FD
05/26/2022	92080	Pacific Mobile Structures	498.00	Portable Office Rental - PW
05/27/2022	92081	Payroll Check	3,311.04	Final Payroll Check
05/27/2022	188	HRA VEBA Plan	3,833.45	Employer VEBA contribution
05/27/2022	189	IAFF Local 1159	218.78	IAFF Union Dues
05/27/2022	190	ICMA-Rc	8,016.56	Voluntary Payroll Deferred Comp
05/27/2022	92082	Axa Equi-Vest	7,136.63	Voluntary Payroll Deferred Comp
05/27/2022	92083	CIS Trust	73,557.24	Monthly Health Insurance
05/27/2022	92084	Clackamas Community Federal Credit Union	1,336.76	GPA Union Dues
05/27/2022	92085	Equitable	1,278.06	Non-PERS Retirement Pmt
05/27/2022	92086	Equitable Financial Life Insurance Co.	86.00	Non-PERS Retirement Pmt
05/27/2022	92087	Gladstone Fire Department	125.00	Fire Members House Dues
05/27/2022	92088	Oregon AFSCME Council #75	1,023.32	AFSCME Union Dues
05/31/2022	92089	Canon Financial Services, Inc.	1,187.41	Copier Lease/Usage - IT
05/31/2022	92090	Chase Electronics LLC	625.00	Radar Trailer Display Board - PD
05/31/2022	92091	Clackamas County Finance Department	20,352.66	Dispatch Fees/Ammo - PD/FD
05/31/2022	92092	Datasafe Inc.	900.00	Secure Shredding - PD
05/31/2022	92093	Gold Wrench	1,452.30	Vehicle Maintenance - PD
05/31/2022	92094	Houston, Marc R	140.00	Physician Advisor - FD
05/31/2022	92095	Kristi Walls	139.00	Training Per Diem - PD
05/31/2022	92096	Moore Iacofano Goltsman, Inc.	12,078.00	Prof. Fees - Zoning/Downtown - Admin
05/31/2022	92097	Office Depot	123.96	Office Supplies - PD
05/31/2022	92098	Oregon DMV	3.00	Driving Records - Admin
05/31/2022	92099	Pioneer Animal Hospital	300.66	K9 Veterinary Care - PD
05/31/2022	92100	Ross Upholstery Inc.	450.00	Vehicle Seat/Cushion Covers - PD
05/31/2022	92101	Stein Oil Co. Inc.	3,577.93	Gasoline - PD/FD/PW/SC
05/31/2022	92102	Stericycle	687.40	Shredding - PD
05/31/2022	92103	Theresa Beland	150.00	Business License Refund - Admin
		Total:	<u>\$ 633,582.49</u>	
		Urban Renewal Fund Checks:	<u>-</u>	
		Total May 2022 Checks:	<u><u>\$ 633,582.49</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	\$ -	\$ -	\$ -	\$ -	\$ 2,278.50	-	\$ 2,278.50
Elections	-	49.00	-	-	-	-	1,629.00
Finance	103.00	122.50	73.50	355.50	563.50	-	1,291.50
General	171.50	810.10	514.50	514.50	600.68	-	7,508.91
Civic Center Project	-	-	-	-	-	-	147.00
Meeting Attendance	-	-	-	-	-	-	245.00
Governance/City Council	906.50	1,879.58	49.00	4,678.44	980.00	-	21,741.64
Meeting Attendance	710.50	882.00	1,690.50	1,494.00	897.56	-	11,038.76
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	622.00	-	1,606.73
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	729.00	-	5,210.62
Fire	-	-	-	-	-	-	-
City Administration	122.50	-	318.50	-	-	-	441.00
Personnel Handbook	-	-	-	-	-	-	-
Meeting Attendance	-	1,672.62	-	-	294.00	-	1,966.62
Public Records & Meetings	24.50	-	-	686.00	73.50	-	3,635.00
Public Safety	24.50	1,016.50	686.00	2,523.50	2,107.00	-	8,991.38
Public Works	637.00	11.05	455.50	1,514.51	2,058.50	-	8,343.10
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	\$ 11,204.24	\$ -	\$ 94,148.10

Gladstone Police Department
Monthly Report
June 2022





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



CHIEF'S REPORT

June 2022

Greetings,

This month I would like to focus on the City of Gladstone's partnership with the Gladstone School District, specifically the School Resource Officer Program. Over the last couple of years, we have seen many school districts around the country move away from partnering with their local law enforcement. Here in Gladstone, there is a strong partnership and great relationships between the Police Department and the School District. The priority has been and continues to be the safety and security of the children attending schools in Gladstone.

Studies have shown that students and educators achieve their full potential when schools are safe and they feel safe. In Gladstone we have what I call a robust school based law enforcement program and agreement between the school that fosters collaboration, communication, and ongoing evaluation of safety within the school. The School Resource Officer (SRO) is able to accomplish much of this due to the officer's ability to fulfill their role of proactively promoting safety by building trusting relationships with students, staff, and others within the community.

Like many organizations, we like to measure successes and shortcomings in order to increase efficiencies and effectiveness. We will look at security measures, our effectiveness with working with students and at risk youth to mentor in hopes of changing behaviors. Measuring the relationship between the staff and SRO seems fairly simple based on effectiveness and fit but measuring the strength of relationships between the students and the SRO can be difficult unless it is volunteered by the students.

I am proud to say that GPD did receive positive feedback from the Gladstone High School Senior Class of 2022 during graduation. Your SRO, Officer Eric Graves, was one of four people nominated to be an "Honorary Graduate" of the 2022 Senior Class. Officer Graves is honored and appreciative to receive this award and so is the Gladstone Police Department.

GPD is committed to our school district and will always do our best to ensure the safety and security in our schools which includes strengthening and building strong relationships.

I wish the Class of 2022 the best of luck as they move to their next chapter!

Sincerely,

John Schmerber, Chief of Police





**GLADSTONE POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT**

JUNE 2022



"Respect ~Service ~Character ~Passion"

GENERAL STATISTICS/TYPE	THIS MONTH	YTD THIS YEAR	YTD LAST YEAR	% +/-	TOP 5 TRAFFIC CITE CHARGES	
Dispatched Incidents	553	3,008	3,320	-9.40%	Driving While Suspended	31
Officer Initiated Incidents	489	2,749	3,274	-16.04%	Failure to Prperly Wear Seat Belt	29
Total Number of Incidents	1,042	5,757	6,594	-12.69%	Driving Uninsured	28
Police Reports Filed	294	1,837	1,830	0.38%	Speeding	27
Traffic Contacts	320	1,622	1,647	-1.52%	Fail to Obey Traffic Control Device	18
Citations Issued (Charges)	248	1,033	1,091	-5.32%	ALARM ADMINISTRATION REPORT	
Parking Citations	10	28	71	-60.56%		
DUII	1	19	19	0.00%	Renewals Billed	20
Community Policing Contacts	21	126	116	8.62%	Renewal Fees Collected	\$250.00
Murders	0	0	0	0.00%	New Permits Issued	5
K9 Deployments	4	25	16	56.25%	False Alarms w/No Permit	3
Tow Releases	1	9	25	-64.00%	1st false Alarm Events	2
					2nd False Alarm Events	3
					3rd False Alarm Events	0
					False Alarm fees collected	\$100.00
					False Alarm fees billed	\$150.00



**GLADSTONE POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT**

JUNE 2022

"Respect ~Service ~Character ~Passion"



SELECTED CALLS FOR SERVICE**	THIS MONTH	YTD THIS YEAR	YTD LAST YEAR	% +/-	SPECIFIC OVERTIME CATAGORIES	HOURS
Abuse/Neglect	7	22	15	46.67%	Shift Coverage	170.25
Accident/Injury or Fatal	1	9	8	12.50%	Court	1
Accident/Property Damage	8	39	30	30.00%	Training	3.5
Assault	2	14	14	0.00%	Presentations/Meetings	3.75
Burglary	2	11	17	-35.29%	Traffic Grant	121.75
Domestic Disputes	18	93	88	5.68%	Special Assignment	7.5
Drugs/Narcotics	1	7	20	-65.00%	K9	14
Disturbance-Fights-Noise	22	82	85	-3.53%	SRO	10
Forgery/Fraud	9	50	50	0.00%		
Hit and Run	3	23	38	-39.47%		
Ordinance Violations	12	52	115	-54.78%		
Runaway/Missing	6	29	36	-19.44%		
Sex Offense	6	29	18	61.11%		
Suicide Attempt/Threat	3	27	51	-47.06%		
Suspicious Person or Circumstance	62	358	349	2.58%		
Thefts	20	135	106	27.36%		
Trespass/Prowler	12	68	61	11.48%		
Vandalism	7	60	51	17.65%		
Vehicles Recovered	0	18	13	38.46%		
Vehicles Stolen	9	43	19	126.32%		
Death(Not Suicide/Murder)	2	7	9	-22.22%		

**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

June 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

June 2022

- 1 Abandoned Vehicle
- 1 Animal Complaint
- 11 Community Contacts
- 12 Details
- 19 Follow Ups
- 1 Noise Complaint
- 12 Ordinance Violations
- 5 Parking Complaints
- 1 Premise Check
- 8 Property Calls
- 3 GPD Assists



74 Total Calls

CASE UPDATES

22-008883 – Clarendon St. Continue to work with property owner to correct the violation of illegally parked motorhome. Tenant continues to impact livability in the neighborhood. Current plan is to vacate by 07/01/22. If it is not met, property owner will begin eviction process.





GLADSTONE POLICE DEPARTMENT CODE ENFORCEMENT MONTHLY REPORT TO CHIEF AND COUNCIL



CODE ENFORCEMENT OFFICER MONTHLY REPORT Continued.....

22-010195 – Dartmouth St. Neighbors Helping Neighbors was able to complete yard maintenance for the front and side yards. The backyard was overgrown with blackberry bushes and is scheduled for completion on 07/21/22. After photos will be included in next month's update.



22-012402 – Caldwell St. CHRONIC NUISANCE – Property owner has met with LT Gerkman and steps are being taken to mitigate the issues that lead to the Chronic Nuisance designation.

NEW CASES

22-012465 – Webster Rd. Complaint about overgrown vegetation at vacant property. Code Violation notice is being sent out to the property owner.





GLADSTONE POLICE DEPARTMENT CODE ENFORCEMENT MONTHLY REPORT TO CHIEF AND COUNCIL



CODE ENFORCEMENT OFFICER MONTHLY REPORT Continued.....



22-012892 – Via Montemar. Land Use/Building Code Violation – Complaint about illegal ADU (Accessory Dwelling Unit). Coordinating with Building Code and Planning Department for enforcement.

22-012895 – Dartmouth St. Complaint about sidewalk/curb in disrepair and possible junk vehicle. Drafting code violation notice to property owner.



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

22-013621 – Glen Echo Ave. Complaint about overgrown vegetation and junk vehicle on property. Drafting code violation to the property owner.



22-013939 – Charolais Ct. Complaint about debris in the street and unpermitted sidewalk removal/repair. Contacted the property owner and working on a compliance plan.



22-013620 – Nottingham Dr. Complaint about overgrown vegetation. Contacted property owner and working on a compliance plan.





GLADSTONE POLICE DEPARTMENT DETECTIVES MONTHLY REPORT TO CHIEF AND COUNCIL



DETECTIVES MONTHLY REPORT

Prepared by Detective Fich

June 2022

New Cases Assigned:

1. 22-12479 Historic Sexual Abuse. Assigned 06/01/22
2. 22-012943 Online Child Exploitation. Assigned 06/07/22
3. 22-012721 Child Abuse. Assigned 06/08/22
4. 22-013523 Child Neglect. Assigned 06/15/22
5. 22-014535 Encouraging Child Sexual Abuse. Assigned 06/22/22

Current Caseload:

1. 21-026160 Sexual Abuse. Assigned 12/3/21
2. 22-005774 Elder Financial Abuse. Assigned 03/09/22
3. 22-009897 Rape. Assigned 05/05/22
4. 22-011316 Sexual Abuse. Assigned 05/18/22
5. 22-011974 Rape. GPD Detective call-out on 05/27/22
6. 22-012327 Robbery I. Assigned 05/31/22
7. 22-014535 Encouraging Child Sexual Abuse. Assigned 06/22/22

Cases Cleared:

1. 22-12479 Historic Sexual Abuse. Case closed at victim's request on 06/02/22
2. 22-007512 Sexual Abuse. Investigation suspended pending further investigative leads on 06/12/22
3. 22-013523 Child Neglect. Case closed as unfounded on June 17, 2022. Incident determined to be a physical injury accident without criminal negligence.
4. 22-012943 Online Child Exploitation. Case closed. Suspect determined to be committing these crimes in Malaysia.
5. 22-012721 Child Abuse. Case closed as unfounded on June 21, 2022. Incident determined to be a false statement in therapy by a youth who suffers from severe anxiety.



GLADSTONE POLICE DEPARTMENT DETECTIVES MONTHLY REPORT TO CHIEF AND COUNCIL



DETECTIVES MONTHLY REPORT Continued.....

Highlights/Noteworthy:

1. On June 9, 2022 and June 12, 2022, I assisted GPD Officer Olson write an Affidavit of Probable Cause and a Search Warrant for a Reckless Driving and Eluding a Police Officer case. (GPD Case 22-013017)
2. On June 13, 2022, Suspect pled guilty to Rape in the First Degree (attempted) in Clackamas County Circuit Court. He was sentenced to 80 months in the custody of the Oregon Department of Corrections and 10 years of Post-Prison Supervision (GPD Case 21-014012)



GLADSTONE POLICE DEPARTMENT DETECTIVES MONTHLY REPORT TO CHIEF AND COUNCIL



DETECTIVES MONTHLY REPORT

Prepared by Detective Gilliam

June 2022

Cases Cleared: 2

1. 22-011880 – Juvenile Sexual Abuse (case suspended by patrol; detective follow-up not required)
2. 21-021379 – Attempted Murder (forwarded to Oregon State Police and District Attorney's Office)

Current Caseload: 1

1. 22-009926 – Juvenile Sexual Abuse (pending results of polygraph examination)

Notes/Highlights:

1. Suspect in case 19-009215 plead guilty and received a jail sentence for *Contributing to the Sexual Delinquency of a Minor* (6/15)
2. Suspect in case 19-021067 plead guilty and received a 70-month prison sentence for *Assault in the Second Degree, Assault in the Third Degree, and Criminal Mischief in the First Degree* (6/15)





GLADSTONE POLICE DEPARTMENT

K9 MONTHLY REPORT TO CHIEF AND COUNCIL



K9 MONTHLY REPORT

Prepared by: Officer Olson

June 2022

K9 Nanuk is a six-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	2	2	20

This month K9 Nanuk was requested on two reports of a subject with a felony warrant who refused to give up. Both times the subject was given a K9 announcement and they gave up after. The utilization of K9 Nanuk’s presence saved a use of force both times.

K9 Nanuk responded to a call for service in Gladstone for a subject who ran from a traffic stop. The subject had multiple warrants for his arrest. The subject was also the suspect in an attempted murder case open with the Sheriff’s Office. The subject was taken into custody and later booked on attempted murder charges for the open case.



GLADSTONE POLICE DEPARTMENT OPERATIONS MONTHLY REPORT TO CHIEF AND COUNCIL



OPERATIONS MONTHLY REPORT

Prepared by Sgt. Okerman

June 2022

- 6/5** Multiple lockers were broken into in the men's locker room at 24 Hour Fitness. Valuables were stolen from the lockers.
- 6/6** 2 vehicles were reported stolen overnight, 1 from W Clarendon St and the other from W Hereford St.
- 6/13** A child was hit with a gel blaster that was fired from a car in front of Kraxberger Middle School. A witness followed the suspect vehicle until it could be stopped by officers. The gel blaster was seized and the gel blaster shooter was arrested for harassment.
- 6/26** 101 degrees! 650 people were in High Rocks Park at 4pm. All parks were very busy especially at the rivers. AMR Lifeguards were very busy at High Rocks with 17 assists. Several parking citations and traffic tickets were written in the area around High Rocks. One subject was issued a citation in lieu of arrest for Criminal Trespass for climbing onto the Footbridge and jumping from it into the Clackamas River twice.



A shooting occurred at the intersection of First St and Cornell Ave. There were no reported injuries but a vehicle and a house was hit by bullets. Officers recovered evidence and an investigation is ongoing.



GLADSTONE POLICE DEPARTMENT PATROL UNIT MONTHLY REPORT TO CHIEF AND COUNCIL



PATROL UNIT MONTHLY REPORT

Prepared by: Sergeant Hill

June 2022

June 2, 2022- Thursday

A runaway juvenile was reported on Webster Rd. The investigating officer entered the juvenile into LEDS/ NCIC as a missing person. When Gladstone Police Department officers learn of missing juveniles, they share the description and other pertinent information with other officers in the area, and when entered into LEDS/ NCIC, the missing/ runaway person info is viewable to all officers in the country, which will aid in locating missing people if they are contacted outside of the city or county of initial report.

A resident on River Rd. reported the theft of one license plate from their vehicle. No suspect or witness information was available or known. As motor vehicle thefts and thefts of license plates increase in the Portland metro area, Gladstone Police Department would like to remind our community to utilize theft prevention techniques—lock your vehicles, remove valuables, use anti-theft license plate screws, engrave and/ or utilize high temp paint on catalytic converters, and keep your vehicle information readily available (photo of license plate, photo of registration card, description- special wheels, decals, dents, scratches, etc.), in case something does happen.

June 3, 2022- Friday

A business owner called regarding a transient being at their location, inside a recreational vehicle and refusing to leave. Officers responded to the area and initiated contact with the subject who was determined to have felony arrest warrants. The warrants were confirmed and the subject was arrested and subsequently transported to the Clackamas County Jail where they were booked and lodged.

June 4, 2022- Saturday

Traffic Safety Alert! Officers are working overtime to focus on traffic safety in Gladstone. On this date, officers stopped about 30 drivers for violations of traffic laws that have been identified as affecting the safety of drivers, passengers, and pedestrians—distracted driving, speeding, safety belt use, pedestrian safety, and impaired driving.

June 10, 2022- Friday

Officers responded to a verbal disturbance where a gun was displayed at the McLoughlin Market. After interviewing the involved individuals, it was determined that neither desired to pursue charges against the other, and the best outcome was for the parties to remain



GLADSTONE POLICE DEPARTMENT PATROL UNIT MONTHLY REPORT TO CHIEF AND COUNCIL



PATROL UNIT MONTHLY REPORT Continued.....

separated. One of the parties indicated that the issue had arisen after traffic flow issues related to the on-site drive-through coffee business.

June 11, 2022- Saturday

Officers have been busy investigating Child Welfare/ Abuse/ Neglect reports that are received from Oregon Department of Human Services- Child Welfare. Each week, Gladstone Police Department received several of these investigations for follow-up.

June 15, 2022- Wednesday

Rain, rain, go away!! Travel safely as we continue to deal with poor weather. Glen Echo has been closed between Portland Ave./ Addie St., due to flooding in the area. Many motorists have been driving past the road closed signs and barricades. Driving past road closure signs and barricades, and driving into the opposing lane (crossing solid yellow center line) is a violation; Fail to Obey Traffic Control Device, which carries a \$265.00 base fine.

June 16, 2022- Thursday

The RADAR trailer was picked up, after being deployed at Meldrum Bar Park. The average speed was nearly 22 miles per hour, in the posted 15 mile-per-hour zone. It is the time of year when the park is VERY busy. The 15 mile per hour speed limit is in place to ensure the safety of all park users. Please pay attention to your speeds within the park, and on all Gladstone streets!

June 17, 2022- Friday

Gladstone Police Department celebrated the dedicated service of the Gladstone Fire Department personnel, who recently joined Clackamas Fire District. Chief Schmerber cooked hot dogs and hamburgers, as community members and city staff gathered and reminisced with the former Gladstone Fire Department personnel, and gave thanks for their commitment and service.



June 24, 2022- Friday

The new Tukwila Springs facility held their Grand Opening celebration. The Tukwila Springs Redevelopment — formerly Webster Road — is a 2.2-acre site with an existing 27,000



GLADSTONE POLICE DEPARTMENT PATROL UNIT MONTHLY REPORT TO CHIEF AND COUNCIL



PATROL UNIT MONTHLY REPORT Continued.....

square foot single-story building, originally constructed as a nursing home. The building was most recently used as a residential behavioral health services facility before closing in 2017. This project made improvements to the existing site and renovated the building to include 48 residential units. These will be a mix of studios and single-room occupancy (SRO) units providing permanent supportive housing for seniors age 50 and up who make less than 30% of area median income (AMI). The building will also provide space for third-party supportive services.



June 28, 2022- Tuesday

Officers responded to a burglary at an apartment on Caldwell Rd. They were able to locate the alleged suspect, who was arrested and transported to the Clackamas County Jail where they were booked and lodged.

June 29, 2022- Wednesday

Officers are conducting extra patrols and monitoring the use of fireworks in Gladstone. Community members are encouraged to only use legal fireworks, and to take safety precautions to prevent injury or fire; especially as we experience warmer weather accompanied by dry conditions.





GLADSTONE POLICE DEPARTMENT RECORDS UNIT MONTHLY REPORT TO CHIEF AND COUNCIL



RECORDS UNIT MONTHLY REPORT

Reported by: Executive Assistant Kristi Walls

June 2022



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. Brian Hurita was the first person to guess correctly last month.

We gave away several 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](#)

The 2021 Annual report is coming soon!



Where is K9 Nanuk? July 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

June 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	2	7
Assist Faculty with Problem	2	29
Meeting/Assist Family/Parents/Guardians	0	10
Welfare Check/Home Check	0	5

June 13th Gladstone Police Department helped the GHS senior class with the now annual Senior Parade through Gladstone. It’s an opportunity for the community to show their support to the Graduating class of 2022.

June 14th I attended the promotion ceremony for the 8th Grade class of Kraxberger Middle school. This was the first live in person graduation ceremony for Kraxberger in 3 years. It was very well attended.

June 15th The GHS class of 2022 graduated at Dick Baker Stadium. The road was closed on Portland Ave between Nelson Ln and Abernathy Ln from 1600 hrs. to 2100 hrs. Despite a few rain drops the graduation went off without any issues. I stayed until the graduating class left for their all night celebration. GPD on duty staff escorted the school busses out of town with lights and sirens to help celebrate.

June 16th was the last official day of school for staff.



GLADSTONE POLICE DEPARTMENT TRAINING UNIT MONTHLY REPORT TO CHIEF AND COUNCIL



TRAINING UNIT MONTHLY REPORT

Prepared by: Sergeant Okerman

June 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
Walls	Records Conference	No	32
Total			32

Kristi Walls attended the 2022 Law Enforcement Records Conference in Central Oregon. There she received important updates to records related laws that have changed recently.

Officers Crotchett and Pavey continue to do well at DPSST. Both officers will be back at the department for the week of July 4th while the academy is closed. Officer Crotchett will graduate on July 15th and continue in his field training. When Officer Crotchett graduates Officer Pavey will be halfway done.



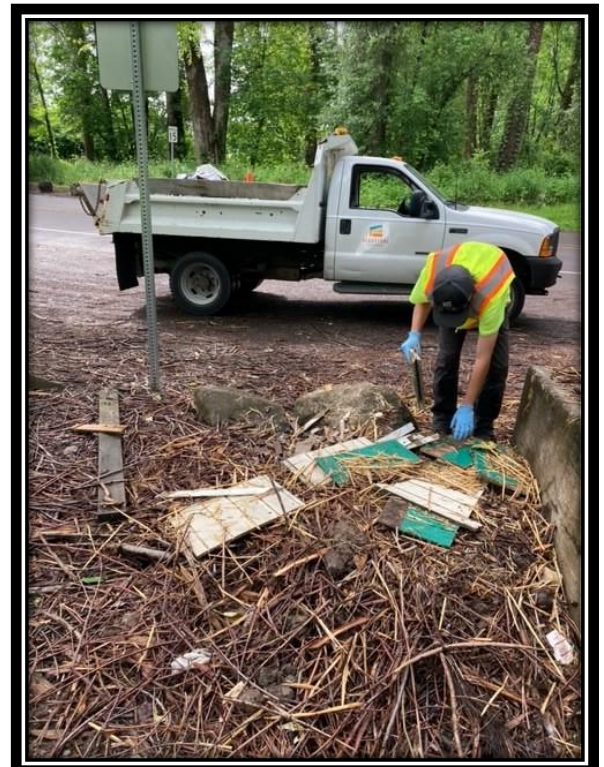
Public Works

Staff Report for June 2022

Report Date : June 30, 2022
To : Jacque M. Betz, City Administrator
Copy : Mayor and City Council
From : Darren Caniparoli, Public Works Director

PARKS:

- Parks weekly mowing schedule continues, with all parks getting hard and soft edging done every other week.
- Repairs and Maintenance of City Parks bathrooms, due to lack of care by users several parks are regularly in a state of being under repair.
- Graffiti removal continues throughout Gladstone, at both City facilities and parks.
- Wooden guardrails at Meldrum Bar Park were repaired.
- New "Sports Field Parking" signs were installed at Meldrum Bar Park as part of the agreement with the "Unified Sports User" group.
- The splash pad is open, welcoming youngsters on a daily basis now that summer has arrived. The splash pad is open daily 11:00 am -7:00 pm.
- Illegal dumping cleanup at Meldrum Bar Park



The Estuary Partnership returned to Meldrum Bar Park with their fantastic group of 4th and 5th graders who took part in working field trips, finishing their project of invasive plant removal. Over the course of eight field trips spanning a two-month time period the students removed approximately 99.5 cubic yards of invasive plants from Meldrum Bar Park.

The students cleared an impressive amount of land with basic landscaping tools (no power tools) and lots of energy. We greatly appreciate all of their hard work!

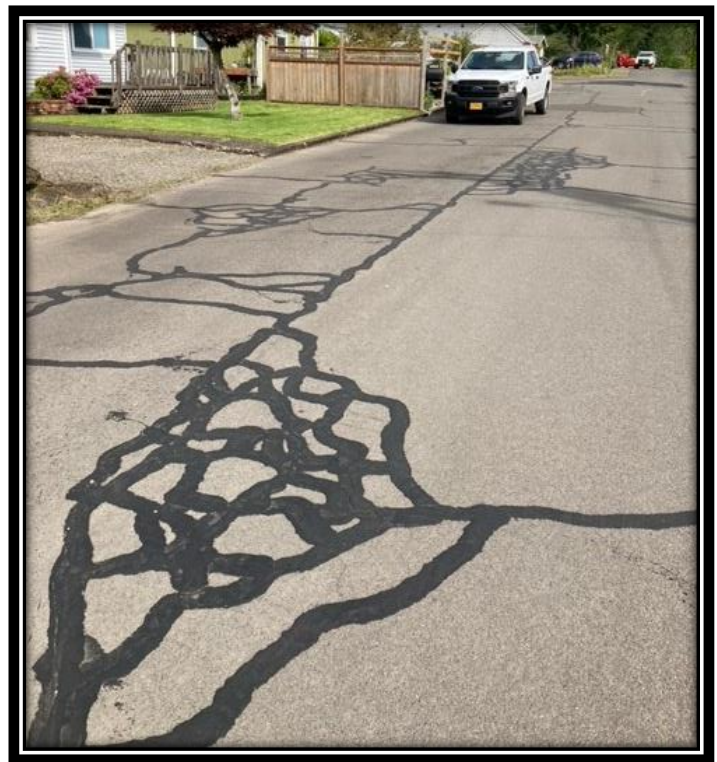


STREETS:

- Pot hole repairs continue on our roadways, unfortunately we have gotten a bit of a late start on this normal summer activity due to the poor weather, but we are making headway. We encourage residents to contact our office if they have a pothole that needs fixed.
- Public Works assisted the Police Dept. again this year with traffic control for the Graduation Ceremony for Gladstone High School.
- Hot patching utility cuts in various locations around town.

The Streets crew has been out crack sealing in preparation of the Annual Slurry Seal project, listed below are the streets which will be part of the project, currently the project is scheduled to take place in early August.

- Tudor Dr.
- Crownview Dr.
- Monticello Dr.
- Monte Verde Dr.
- Valley View Rd.
- Tudor Ct.,
- Crownview Ct.
- Partridge Circle
- Braden Ct.
- Stonewood Dr.
- Stonewood Ct.
- High Ct.
- High St.
- E. Kenmore St.
- Landon St.
- Cornell Ave
- Sunlite Ct.



FACILITIES:

- Bi-weekly inspections and repairs for Public Works, Civic Center, Senior Center, and Fire Station; including weekly inspections of janitorial cleaning.
- Removed “Black Soap” dispensers from Civic Center which has been on ongoing issue. New ones were installed to resolve the matter once and for all.
- Assisted IT with water removal from security cameras, new microphones for Court/Utility Billing window and reprogramming door codes at Fire Station during the transfer to Clackamas Fire.
- Assisted in moving tables and chairs for BBQ at Fire Station
- Library tree wells were cleared of weeds and debris

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 and shutoffs for nonpayment.
- 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.
- Performing investigations to locate water system check valves and pressure regulating valves which play a key role in separating pressure zones.

The Water crew has been prepping utilities for the Pavement Repair Project and the Annual Slurry Seal Project. Over the past several weeks’ crews replaced 10 meter boxes and 7 valve boxes in addition to other utility work which needs to be completed for these projects.

Crews working to repair a leaking $\frac{3}{4}$ ” copper/black poly water service on E. Jersey St. Crews also worked on multiple other leaks this month in various locations in town.





With the assistance of City Wide Tree Service and their crane the Water Department was able to complete the required yearly reservoir inspections for Oregon Health Authority.

The only deficiency found during the inspection was a hatch seal which was very minor. This torn seal was able to be repaired during the inspection process.



SEWER:

- Locates/GIS map updates ongoing.
- Routine monitoring of Smartcover/flowmeter telemetry.
- Removed bypass diversions in Portland Avenue manholes that helped 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.
- Performed maintenance on flowmeter rain gage.

STORM:

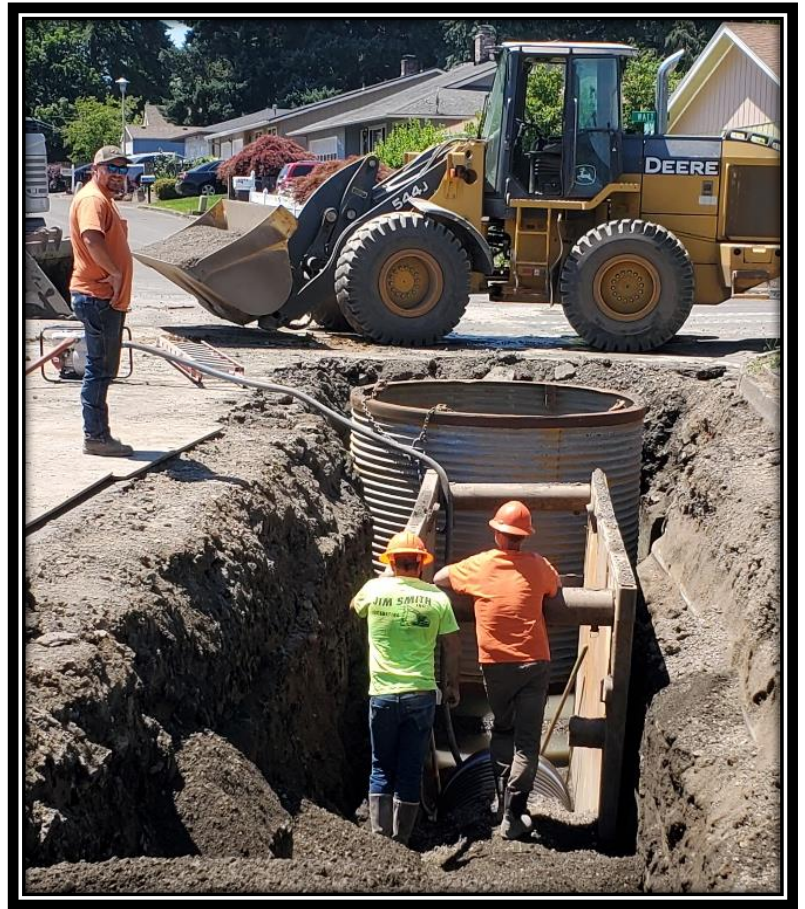
- Locates/GIS map updates ongoing.
- Catch basin/headwall cleaning to mitigate flooding.
- Completed Citywide street sweeping.
- Currently working with Oak Lodge to perform CCTV inspections on Gladstone storm system as part of a larger internal project to make the entire Gladstone storm system accessible for maintenance.
- Prepping utilities for the Pavement Repair Project and the Annual Slurry Seal Project, replacing 17 catch basins in the past several weeks.

Crews are also battling a very persistent beaver who resides in the wetlands off of Glen Echo. This section of roadway can flood often during the winter and early spring but recently it has been flooded out by this lovely creature who is doing what they do.... Building dams. Crews have been breaking the dams sometimes two times a day and clearing the catch basins which the beaver has painstakingly stuffed full of mud, twigs and debris.



PROJECTS:

The Barclay Storm Line Project is well underway. The project includes the installation of 400 ft. of new stormline to connect the existing stormline on Watts St. to Portland Ave. ultimately to alleviate stormwater backups in the area. Jim Smith Excavation is the contractor on the project and to date things are running very smoothly. Jim Smith's Crew is almost done with the installation of the stormline and soon will be moving onto the other aspects of the project, including reconstruction of the roadway and ADA ramps.



Crew members from Jim Smith Excavation have shoring in place, preparing for the installation of a new manhole on Barclay Ave.

SAFETY TRAINING:

The Public Works Department completed a gas line training course with Northwest Natural Gas.

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, submission of easement documents to Clackamas County, pending 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.
- Public Works has taken over the management of the ROW program and will be working to develop a process for management of the program. Currently working on organizing records and getting licensing letters out for renewals.
- 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, work to begin July 7th.
- 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 received bids, working on document prep to present to City Council. Project is scheduled to take place this summer.
- Final administrative steps for the Annual Slurry Seal Project, pre-construction meeting scheduled.
- Private Development with Clackamas County, approval of 7 building permits, 3 remodel permits and 1 sign permits in June.
- Annual posting and certification of the Consumer Confidence Report for 2021, available via website.
- Review of the Webster & Kirkwood reservoir cleaning inspection reports.

“Things turn out best for those who make the best of the way things turn out.”

~ John Wooden, Basketball

GLADSTONE MUNICIPAL COURT FROM JUNE 2022

General Court Information from June 2022

- 118 traffic citations filed
- 150 violations disposed
- 13 misdemeanors filed
- 8 misdemeanors disposed
- 93 charges were placed on a payment plan
- 42 warrants were issued
- 48 payment reminders were mailed to defendants
- 51 driver's licenses were requested suspended
- 23 driver's licenses were released
- 30 cases were sent to collections
- 0 Jury trial was held
- \$38,788.00 in violation fees assessed
- \$47,927.32 in violation fees paid
- \$7,183.00 in misdemeanor fees assessed
- \$9,152.68 in misdemeanor fees paid
- \$10,422.42 collected with The Western Agency
- \$935.86 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	118	99	93	150	12	5	13	6	7	8	1	49	13
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 JUNE 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	38,788.00	22,791.29	23,934.76	42,927.32
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	7,183.00	12,771.61	5,179.63	9,152.68
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



City of Gladstone Monthly Planning Report June 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	3							6
Customer phone/email Contacts	47	67	52	68	64	unkn own							298
Building Permits with Land Use Review	4	4	6	11	1	4							26
Pre-application Conferences	1	0	0	0	0	0							1
Administrative Decisions	0	1	1	1	0	1							4

PLANNING COMMISSION ACTIONS/DECISIONS

- Gladstone Downtown Zoning Code Amendments Workshop – No action taken.

CITY COUNCIL LAND USE ACTIONS/DECISIONS

- HB 2001 Housing Code Amendments - Approved

PRE-APPLICATION CONFERENCES

- None

ADMINISTRATIVE PERMITS

- Z0249-22 Property line Adjustment

BUILDING PERMITS WITH LAND USE REVIEW

JUNE				
Date	Address	Building Permit #	Description	
06/02/2022	420 W ARLINGTON	B0611421	Extensive Remodel	
06/02/2022	18300 SCOTT CT	B0316522	Remodel	
06/02/2022	705 E FAIRFIELD ST	B0277422	New Garage	
6/8/2022	18000 Webster Rd	C0006222	Certificate of Occupancy – Z0071-20-C	

FUTURE ITEMS/PROPERTY UPDATES

Date	Topic
6/21/22	Downtown Overlay District and C-2 Zoning amendments
7/21/22	Design Review for 20170 McLoughlin Blvd, Gladstone, OR 97027

Monthly Report Date: June 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 June we continued to spend 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.

Services we provide:

- 1) The center captured **158 Info and Assistance** calls coming in about inquiries regarding program/service needs, transportation, follow-up etc.
- 2) The center handled **75 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 **25 case management** calls to direct plan, support and assist our senior participants navigate the system.

Guest Attendance

Total number of participants/guests, 569 into the center in JUNE



Thanks to Nancy Turner, Chair of the Advisory Board, and Nancy E. of Friends of Gladstone Nature Park for the Caterpillar to Butterfly Kit: Painted Lady Butterflies.

We kept the kit with our caterpillars at our front desk and all watched the metamorphosis process to butterfly for about 9-10 days. So much fun!!!

The butterflies were released in our center patio garden by Nancy T. and new volunteer and participant of the center, Jinny.

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 **204 in-dining meals** were served in **JUNE** to our senior participants. We delivered **1381 Homebound Meals** to Gladstone community members.
2. Over the month, **284 food boxes** were sourced, prepped, and delivered to the community of Gladstone.
3. We reported **420 volunteer hours** over the month, and **4 new volunteers**. We a total of **61 active volunteers**.
4. We received/collected **127lbs of food donations** from Gleaners, Food Bank and other walk-in community members which sustained our Food Box Program in June.

Meetings, Community Outreach and Education and Events:

1. **Senior Advisory Board (3rd Tuesday of EVERY MONTH at 3:30p.** We have assigned every member the task of writing a mini mission statement/values and will share these at our next meeting in July to formulate a new mission statement/vision.
2. **GEMS – Gladstone Emergency Management** met and invited the Fire Dept. for introductions. The team will meet in early July to make a list educational offers to the public (part of outreach plan)
3. **Father’s Day luncheon at the center used funds available with the County contract for “restaurant style food”**---We used funds to order **BUSTER’s BBQ** and participants shared stories during lunch about fatherhood memories, from the podium stage. It was a very emotional and beautiful lunch.
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 July 30 and having a save the date for a grand opening August 4th at 1:30pm.

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

- a. **Community Service Day-** Benjamin, of SDA Conference (coordinating on the greenspace and new tree for community)
- b. **Tukwila Springs Community-** grand opening; have referred several participants to the community; two of which have been placed with a new studio in the community.
- c. **Pastor Nate –** of local SDA church on Webster came to work on the **FUN RUN** event which will benefit the center’s food box program
- d. **Villages NW –** presenting at center in June and will share a community table with the senior at the community festival to provide relevant senior related resource info
- e. **MSW Internship** was confirmed with **Keara Grimes** to work at the center 20hrs/wk for a term of grad school to help with case management/intakes/follow-up calls/outreach- Manager worked to assist Keara with supervisor oversight with Clackamas County Housing Supervisor to meet her grad school goals.

- f. Growing volunteer program by creating volunteer handbook specifically for the center- completed by volunteer Linda Andrews, a former Senior Advisory Board members, who works at the center as a front desk greet. The handbook will help guide the volunteers at the center understand and know their roles.

June highlights at the center



City of Gladstone Staff Report

Report Date : July 5, 2022
Meeting Date: July 12, 2022
To : Jacque Betz, City Administrator
City Council
From : Darren Caniparoli, Public Works Director

Agenda Item:

Approval of the Award of Bid and a public improvement contract to K & L Industries for the 2022 Pavement Repair Project in the amount of \$654,552.00

History/Background:

The Pavement Management Program (PMP) is a study the City of Gladstone requested to have completed by Capitol Asset and Pavement Services in December 2016. This study provided a citywide review and rating of roadways within the City of Gladstone as well as a Pavement Condition Index (PCI) rating.

At the October 2021 work session staff presented the PMP to the City Council for a discussion on where we want to move forward with paving projects. Here is a brief summary:

- We have up to \$1 million in the roads and streets fund.
- Get done what we can with the available funding and focus on residential streets.
- After paving is complete with the available funding, get the pavement condition index (PCI) re-rated.
- City Council adopt a PCI after it is re-rated.
- City Council decide on new revenue for roads and street maintenance.

At the April 12, 2022 meeting City Council was presented with four options for paving projects, these options were based on streets from our Pavement Management Plan and intentionally grouped together to minimize mobilization charges in an effort to reduce overhead costs for the project to maximize the City's resources. The Council decided to approve going out for a Request for Proposal for Option C, which is referenced in attachment C.

On June 6, 2022 the Public Works Department posted a Request for Proposal (RFP) and accepted three bids at the close of the bidding process, low bid was submitted by K & L Industries in the amount of \$545,460.00 the bid sheet is referenced as Attachment A. Due to the volatility in the oil market, responsible contracting practice suggest that the contract be written with a 20% contingency which would bring the contract to the do not exceed amount of \$654,552.00. This project if approved will begin after July 18, 2022 and will be completed by September 30, 2022

Cost impact:

The total amount of the Pavement Repair Project has been budgeted for, it is to be funded out of the streets fund.


Options:

- **Option 1** – Approve the award of the bid to K & L Industries for the bid amount plus contingency amount, not to exceed \$654,552.00.
- **Option 2** - Do not approve the award of bid to K & L Industries and do not proceed with doing the project.

Staff recommendation:

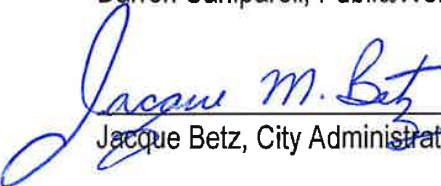
Staff recommends approving the award of bid to K & L Industries for the do not exceed amount of \$654,552.00, by making the following motion:

"I move that the City of Gladstone City Council affirm that proper public works bidding practices were followed in the bidding of this project and that the City Administrator be authorized to sign a contract with K & L Industries for the not to exceed amount of \$654,552.00 for the 2022 Pavement Repair Project".



Darren Caniparoli, Public Works Director

Date: 7/6/22



Jacque Betz, City Administrator

Date: 7/6/22

	<h2 style="margin: 0;">BID FORM</h2> <h3 style="margin: 0;">2022 Pavement Repair Project</h3>	Public Works Department 18595 Portland Avenue, Gladstone, Oregon 97027 503-656-7957 Darren Caniparoli Public Works Director PWoffice@ci.gladstone.or.us
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Roadway Section: E. Exeter St. **From:** Cornell Ave. **To:** Union **Total Sq. ft:** 26656

Item	Description	Qty	Unit	Unit Price	Item Cost
1	Mobilization	1	EA	667.00	667.00
2	Traffic Control	1	EA	1,025.00	1,025.00
3	Erosion Control	1	EA	200.00	200.00
4	Taper Grind	67'	LFT	1.00	67.00
5	Wedge Grind	1694'	LFT	1.00	1,694.00
6	Man Hole Adjustment	3	EA	100.00	300.00
7	Water/Gas Valve Box Adjustment	3	EA	100.00	300.00
8	Water Meter Box Adjustment		EA	N/A	N/A
9	Emulsified Asphalt for Tack Coat	235	Gal	5.00	1,175.00
10	Level2, 1/2" ACP (1 1/2")	326	Tons	130.00	42,380.00
Grand Total for Section					\$47,808.00

Roadway Section: Chicago Ave. **From:** E. Arlington St. **To:** E. Dartmouth St. **Total Sq. ft:** 24920

Item	Description	Qty	Unit	Unit Price	Item Cost
1	Mobilization	1	EA	667.00	667.00
2	Traffic Control	1	EA	1,025.00	1,025.00
3	Erosion Control	1	EA	200.00	200.00
4	Taper Grind	133'	LFT	1.00	133.00
5	Wedge Grind	1214'	LFT	1.00	1,214.00
6	Man Hole Adjustment	1	EA	100.00	100.00
7	Water/Gas Valve Box Adjustment		EA	N/A	N/A
8	Water Meter Box Adjustment		EA	N/A	N/A
9	Emulsified Asphalt for Tack Coat	220	Gal	5.00	1,100.00
10	Level2, 1/2" ACP (1 1/2")	305	Tons	130.00	39,650.00
Grand Total for Section					\$44,089.00

Roadway Section: Yale Ave. From: E. Fairfield St. To: E. Gloucester St. Total Sq. ft: 5126

Item	Description	Qty	Unit	Unit Price	Item Cost
1	Mobilization	1	EA	667.00	667.00
2	Traffic Control	1	EA	1,025.00	1,025.00
3	Erosion Control	1	EA	200.00	200.00
4	Taper Grind	83'	LFT	1.00	83.00
5	Wedge Grind	431'	LFT	1.00	431.00
6	Man Hole Adjustment		EA	N/A	N/A
7	Water/Gas Valve Box Adjustment	1	EA	100.00	100.00
8	Water Meter Box Adjustment		EA	N/A	N/A
9	Emulsified Asphalt for Tack Coat	46	Gal	5.00	230.00
10	Level 2, 1/2" ACP (1 1/2")	63	Tons	130.00	8,190.00
Grand Total for Section					\$10,926.00

3

Roadway Section: Yale Ave. From: First St. To: E. Dartmouth St. Total Sq. ft: 33075

Item	Description	Qty	Unit	Unit Price	Item Cost
1	Mobilization	1	EA	667.00	667.00
2	Traffic Control	1	EA	1,025.00	1,025.00
3	Erosion Control	1	EA	200.00	200.00
4	Taper Grind	247'	LFT	1.00	247.00
5	Wedge Grind	1655'	LFT	1.00	1,655.00
6	Man Hole Adjustment	1	EA	100.00	100.00
7	Water/Gas Valve Box Adjustment	1	EA	100.00	100.00
8	Water Meter Box Adjustment		EA	N/A	N/A
9	Emulsified Asphalt for Tack Coat	291	Gal	5.00	1,455.00
10	Level 2, 1/2" ACP (1 1/2")	405	Tons	130.00	52,650.00
Grand Total for Section					\$58,099.00

4

Roadway Section: Cornell Ave. From: First St. To: E. Clarendon St. Total Sq. ft: 28086

Item	Description	Qty	Unit	Unit Price	Item Cost
1	Mobilization	1	EA	667.00	667.00
2	Traffic Control	1	EA	1,025.00	1,025.00
3	Erosion Control	1	EA	200.00	200.00
4	Taper Grind	182'	LFT	1.00	182.00
5	Wedge Grind	1245'	LFT	1.00	1,245.00
6	Man Hole Adjustment		EA	N/A	N/A
7	Water/Gas Valve Box Adjustment		EA	N/A	N/A
8	Water Meter Box Adjustment		EA	N/A	N/A
9	Emulsified Asphalt for Tack Coat	247	Gal	5.00	1,235.00
10	Level2, 1/2" ACP (1 1/2")	344	Tons	130.00	44,720.00
Grand Total for Section					\$49,274.00

5

Roadway Section: Columbia Ave. From: E. Dartmouth St. To: E. Fairfield St. Total Sq. ft: 17395

Item	Description	Qty	Unit	Unit Price	Item Cost
1	Mobilization	1	EA	667.00	667.00
2	Traffic Control	1	EA	1,025.00	1,025.00
3	Erosion Control	1	EA	200.00	200.00
4	Taper Grind	76'	LFT	1.00	76.00
5	Wedge Grind	815'	LFT	1.00	815.00
6	Man Hole Adjustment	1	EA	100.00	100.00
7	Water/Gas Valve Box Adjustment		EA	N/A	N/A
8	Water Meter Box Adjustment		EA	N/A	N/A
9	Emulsified Asphalt for Tack Coat	153	Gal	5.00	765.00
10	Level2, 1/2" ACP (1 1/2")	213	Tons	130.00	27,690.00
Grand Total for Section					\$31,488.00

6

Roadway Section: Harvard Ave. From: E. Arlington St. To: E. Dartmouth St. Total Sq. ft: 26145

Item	Description	Qty	Unit	Unit Price	Item Cost
1	Mobilization	1	EA	667.00	667.00
2	Traffic Control	1	EA	1,025.00	1,025.00
3	Erosion Control	1	EA	200.00	200.00
4	Taper Grind	144'	LFT	1.00	144.00
5	Wedge Grind	1201'	LFT	1.00	1,201.00
6	Man Hole Adjustment		EA	N/A	N/A
7	Water/Gas Valve Box Adjustment		EA	N/A	N/A
8	Water Meter Box Adjustment		EA	N/A	N/A
9	Emulsified Asphalt for Tack Coat	230	Gal	5.00	1,150.00
10	Level2, 1/2" ACP (1 1/2")	320	Tons	130.00	41,600.00
Grand Total for Section					\$45,987.00

7

Roadway Section: W. Jersey St. From: Beatrice Ave. To: Bellevue Ave. Total Sq. ft: 14392

Item	Description	Qty	Unit	Unit Price	Item Cost
1	Mobilization	1	EA	667.00	667.00
2	Traffic Control	1	EA	1,025.00	1,025.00
3	Erosion Control	1	EA	200.00	200.00
4	Taper Grind	0'	LFT	0.00	0.00
5	Wedge Grind	1029'	LFT	1.00	1,029.00
6	Man Hole Adjustment	2	EA	100.00	200.00
7	Water/Gas Valve Box Adjustment	4	EA	100.00	400.00
8	Water Meter Box Adjustment	5	EA	100.00	500.00
9	Emulsified Asphalt for Tack Coat	127	Gal	5.00	635.00
10	Level2, 1/2" ACP (1 1/2")	176	Tons	130.00	22,880.00
Grand Total for Section					\$27,536.00

8

Roadway Section: Bellevue Ave. **From:** W. Ipswich St. **To:** W. Jersey St. **Total Sq. ft:** 6723

Item	Description	Qty	Unit	Unit Price	Item Cost
1	Mobilization	1	EA	667.00	667.00
2	Traffic Control	1	EA	1,025.00	1,025.00
3	Erosion Control	1	EA	200.00	200.00
4	Taper Grind	37'	LFT	1.00	37.00
5	Wedge Grind	480'	LFT	1.00	480.00
6	Man Hole Adjustment	2	EA	100.00	200.00
7	Water/Gas Valve Box Adjustment		EA	N/A	N/A
8	Water Meter Box Adjustment		EA	N/A	N/A
9	Emulsified Asphalt for Tack Coat	60	Gal	5.00	300.00
10	Level2, 1/2" ACP (1 1/2")	83	Tons	130.00	10,790.00
Grand Total for Section					\$13,699.00

9

Roadway Section: Abernethy Ct. **From:** Abernethy Ln **To:** Dead End **Total Sq. ft:** 4768

Item	Description	Qty	Unit	Unit Price	Item Cost
1	Mobilization	1	EA	667.00	667.00
2	Traffic Control	1	EA	1,025.00	1,025.00
3	Erosion Control	1	EA	200.00	200.00
4	Taper Grind	40	LFT	1.00	40.00
5	Wedge Grind	262	LFT	1.00	262.00
6	Man Hole Adjustment	2	EA	100.00	200.00
7	Water/Gas Valve Box Adjustment	1	EA	100.00	100.00
8	Water Meter Box Adjustment	1	EA	100.00	100.00
9	Emulsified Asphalt for Tack Coat	42	Gal	5.00	210.00
10	Level2, 1/2" ACP (1 1/2")	59	Tons	130.00	7,670.00
Grand Total for Section					\$10,474.00

10

Roadway Section: Beatrice Ave. From: W. Jersey St. To: Abernethy Ln Total Sq. ft: 6150

Item	Description	Qty	Unit	Unit Price	Item Cost
1	Mobilization	1	EA	667.00	667.00
2	Traffic Control	1	EA	1,025.00	1,025.00
3	Erosion Control	1	EA	200.00	200.00
4	Taper Grind	47'	LFT	1.00	47.00
5	Wedge Grind	804'	LFT	1.00	804.00
6	Man Hole Adjustment	2	EA	100.00	200.00
7	Water/Gas Valve Box Adjustment	4	EA	100.00	400.00
8	Water Meter Box Adjustment	2	EA	100.00	200.00
9	Emulsified Asphalt for Tack Coat	54	Gal	5.00	270.00
10	Level 2, 1/2" ACP (1 1/2")	76	Tons	130.00	9,880.00
Grand Total for Section					\$13,693.00

11

Roadway Section: Simmons Ct. From: Abernethy Ln. To: Hammerhead. Total Sq. ft: 4272

Item	Description	Qty	Unit	Unit Price	Item Cost
1	Mobilization	1	EA	667.00	667.00
2	Traffic Control	1	EA	1,025.00	1,025.00
3	Erosion Control	1	EA	200.00	200.00
4	Taper Grind	35'	LFT	1.00	35.00
5	Wedge Grind	320'	LFT	1.00	320.00
6	Man Hole Adjustment	1	EA	100.00	100.00
7	Water/Gas Valve Box Adjustment	2	EA	100.00	200.00
8	Water Meter Box Adjustment		EA	N/A	N/A
9	Emulsified Asphalt for Tack Coat	38	Gal	5.00	190.00
10	Level 2, 1/2" ACP (1 1/2")	53	Tons	130.00	6,890.00
Grand Total for Section					\$9,627.00

12

Roadway Section: E. Berkeley St. **From:** Portland Ave. **To:** 82nd Dr. **Total Sq. ft.:** 100765

Item	Description	Qty	Unit	Unit Price	Item Cost
1	Mobilization	1	EA	667.00	667.00
2	Traffic Control	1	EA	1,025.00	1,025.00
3	Erosion Control	1	EA	200.00	200.00
4	Taper Grind	245'	LFT	1.00	245.00
5	Wedge Grind	5945'	LFT	1.00	5,945.00
6	Man Hole Adjustment	9	EA	100.00	900.00
7	Water/Gas Valve Box Adjustment	22	EA	100.00	2,200.00
8	Water Meter Box Adjustment		EA	N/A	N/A
9	Emulsified Asphalt for Tack Coat	887	Gal	5.00	4,435.00
10	Level 2, 1/2" ACP (1 1/2")	1232	Tons	130.00	160,160.00
11	Leveling Course	60	Tons	130.00	7,800.00
Grand Total for Section					\$182,910

13

Grand Total for Project (sections sub-totals much total this amount)	\$545,460.00
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City of Gladstone PUBLIC IMPROVEMENT CONTRACT

This Public Improvement Contract (the "Contract"), is made by and between the City of Gladstone, a political subdivision of the State of Oregon, hereinafter called "City," and Contractor Name (No DBA/ABN), hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all City approvals have been obtained, whichever is later.

Project Name: 2022 Pavement Repair Project

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **\$654,552.00** (the "Contract Price"), to be paid to

K & L Industries.

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

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Information for Bidders
- Instructions to Bidders
- Proposer's Bid Form/Scope of Work
- First Tier Subcontractor Disclosure
- Bid Bond
- Five Year Applicable and Consecutive Experience Record
- Noncollusion Affidavit
- Employee Drug Testing Program Certification Form
- Public Improvement Contract Form
- City of Gladstone General Conditions for Public Improvement Contracts ("City General Conditions")
- City of Gladstone Supplemental General Conditions for Public Improvement Contracts ("City Supplemental General Conditions")
- Construction Performance Bond
- Construction Payment Bond
- City of Gladstone Statutorily Required Provisions for Labor & Services for Public Improvements and Public Works Subject to ORS 279C.800 to 279C.870
- Prevailing Wage Rates
- Technical Specifications
- Supplemental Technical Provisions
- Maps

2. Representatives.

Contractor has named **XXXXXXXXXX** as its' Authorized Representative to act on its behalf.

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

3. Key Persons.

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

Project Executive: **XXXXXXXXXX** shall be the Contractor’s project executive, and will provide oversight and guidance throughout the project term.

Project Manager: **XXXXXXXXXXXXXX** shall be the Contractor’s project manager and will participate in all meetings throughout the project term.

Job Superintendent: **XXXXXXXXXXXXX** shall be the Contractor’s on-site job superintendent throughout the project term.

4. Contract Dates.

COMMENCEMENT DATE: Shall occur following Issuance of Notice to Proceed (“NTP”) but not prior to **XXXXXXXXXX**

SUBSTANTIAL COMPLETION DATE: Shall occur not more than 60 days following COMMENCEMENT DATE, but in no case shall occur later than **XXXXXXXXXXXX**

FINAL COMPLETION DATE: Shall occur not more than 90 days following COMMENCEMENT DATE, but in no case shall occur later than **XXXXXXXXXXXX**

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

Contractor and City acknowledge that City will suffer financial loss if the Work is not completed within the times specified in this Section 4, plus any extensions that City permits in accordance with the General Conditions. The Parties also acknowledge the delays, expense and difficulties involved in proving the precise, actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as liquidated damages for delay, but not as a penalty, Contractor will pay City, or City may withhold from any sums due Contractor, **\$400.00** for each day that expires after the time specified in this Section 4 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor neglects, refuses, or fails to complete the remaining Work within the Contract Time or any extensions thereof permitted by City, Contractor will pay City, or City may withhold from any sums due Contractor, **\$400.00** for each day that expires after the time specified in this Section 4 for Final Completion until the Work is completed and ready for final payment.

5. Insurance Certificates.

In accordance with Section G.3.5 of the General Conditions, Contractor shall furnish proof of the required insurance naming City of Gladstone as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to PWoffice@ci.gladstone.or.us

6. Tax Compliance.

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

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

7. Confidential Information.

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to the City. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of the City ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

8. Counterparts.

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

9. Integration.

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

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract.

Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

In witness whereof, City of Gladstone executes this Contract and the Contractor does execute the same as of the day and year first above written.

Contractor DATA:

Contractor Name: **K & L Industries**

Contractor CCB #: **XXXXXXX** Expiration Date: **xxxxx** Metro License # **XXXXXX**

Oregon Business Registry #: **XXXXXX** Entity Type: **XXXXXXX** State of Formation: **Oregon**

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

Contractor: K & L Industries

City of Gladstone

Signature
XXXXXXXXXX, K & L Industries

Date

Signature
Jacque Betz, City Administrator

Date

CITY OF GLADSTONE

GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

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

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

SECTION A GENERAL PROVISIONS

A.1 DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A.2 SCOPE OF WORK

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

A.3 INTERPRETATION OF CONTRACT DOCUMENTS

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

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

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

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

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

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

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

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

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

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

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

A.5 INDEPENDENT CONTRACTOR STATUS

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

A.6 RETIREMENT SYSTEM STATUS AND TAXES

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

A.7 GOVERNMENT EMPLOYMENT STATUS

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

SECTION B ADMINISTRATION OF THE CONTRACT

B.1 CITY'S ADMINISTRATION OF THE CONTRACT

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

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

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

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

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

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

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

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

B.3 MATERIALS AND WORKMANSHIP

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

B.3.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's sole expense and within a reasonable timeframe.

B.3.3 Work done and materials furnished may be subject to inspection and/or observation and testing by the City to determine if they conform to the Contract Documents. Inspection of the Work by the City does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.

B.3.4 Contractor shall furnish adequate facilities, as required, for the City to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms.

Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.

B.3.5 The Contractor shall furnish Samples of materials for testing by the City and include the cost of the Samples in the Contract Price.

B.4 PERMITS

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

B.5 COMPLIANCE WITH GOVERNMENT REGULATIONS

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

B.6 SUPERINTENDENCE

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

B.7 INSPECTION

- B.7.1 City shall have access to the Work at all times.
- B.7.2 Inspection of the Work will be made by the City at its discretion. The City will have authority to reject Work that does not conform to the Contract Documents in the City's sole discretion. Any Work found to be not in conformance with the Contract Documents, in the discretion of the City, shall be removed and replaced at the Contractor's expense.
- B.7.3 Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by Applicable Laws or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the City, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the City timely notice of when and where tests and inspections are to be made so that the City may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the City.
- B.7.4 As required by the Contract Documents, Work done or material used without required inspection or testing and/or without providing timely notice to the City may be ordered removed at the Contractor's expense.
- B.7.5 If directed to do so by City or other permitting authority any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without required testing or inspection or sufficient notice to the City, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the City, the uncovering and restoration will be paid for pursuant to a Change Order.
- B.7.6 If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the City's and Architect/Engineer's services and expenses, shall be at the Contractor's expense.
- B.7.7 In City's sole discretion, it may authorize other interested parties to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the City.

B.11 SUBCONTRACTS AND ASSIGNMENT

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

B.13 CITY'S RIGHT TO DO WORK

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

B.14 OTHER CONTRACTS

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

B.17 ALLOWANCES

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

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

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

B.19 SUBSTITUTIONS

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

B.20 USE OF PLANS AND SPECIFICATIONS

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

**SECTION C
WAGES AND LABOR**

C.1 PREVAILING WAGE RATES ON PUBLIC WORKS

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

C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS

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

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

- C.3.1 As a condition to City's performance hereunder, the Contractor shall:
- C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in the Contract.
- C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund or successor program from such Contractor or Subcontractor incurred in the performance of the Contract.
- C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against City, or assign any sums due by City, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the City.
- C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- C.3.2 As a condition to City's performance hereunder, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with the Project as such claim becomes due, the proper officer(s) representing the City may pay the claim and charge the amount of the payment against funds due or to become due the Contractor under the Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.
- C.3.3 Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) Days out of such amounts as are paid to the Contractor by the City under such contract.
- C.3.4 All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

C.4 PAYMENT FOR MEDICAL CARE

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

C.5 HOURS OF LABOR

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

- (a) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive Days, Monday through Friday; or

- (b) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive Days, Monday through Friday; and
- (c) For all Work performed on Saturday and on any legal holiday specified in ORS279C.540.

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

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

**SECTION D
CHANGES IN THE WORK**

D.1 CHANGES IN WORK

- D.1.1 The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written agreement and then only after any necessary approvals have been obtained. A Change Order is required to modify the Contract, which shall not be effective until its execution by the parties to the Contract and all approvals required by public contracting laws have been obtained.
- D.1.2 It is mutually agreed that changes in Plans, quantities, or details of construction may be necessary or desirable during the course of construction. Within the general scope of the Contract, the City may at any time, without notice to the sureties and without impairing the Contract, require changes it deems necessary or desirable within the scope of this Project and consistent with this Section D.1. All changes to the Work shall be documented and Change Orders shall be executed under the conditions of the Contract Documents. Such changes may include, but are not limited to:
 - (a) Modification of specifications and design.
 - (b) Increases or decreases in quantities.
 - (c) Increases or decreases to the amount of Work.
 - (d) Addition or elimination of any Work item.
 - (e) Change in the duration of the Project.
 - (f) Acceleration or delay in performance of Work.
 - (g) Deductive changes.

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

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

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

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

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

- (d) Payments made to the Contractor shall be complete compensation for Overhead, profit, and all costs that were incurred by the Contractor or by other agents furnished by the Contractor, including Subcontractors, for adjustments to or deletions from the Work pursuant to a Change Order. City may establish a maximum cost for additional Work under this Section D.1.3, which shall not be exceeded for reimbursement without additional written authorization from City in the form of a Change Order. Contractor shall not be required to complete such additional Work without additional authorization.
- D.1.4 Any necessary adjustment of Contract Time that may be required as a result of adjustments to or deletions from the Work must be agreed upon by the parties

before the start of the revised Work unless City authorizes Contractor to start the revised Work before agreement on Contract Time adjustment.

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

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

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

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

- D.1.6 No request or Claim by the Contractor for additional costs or an adjustment of Contract Time shall be allowed if made after receipt of final payment application under the Contract. Final payment application must be made by Contractor within the time required under Section E.6.4.
- D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The Contractor agrees that it will work in good faith with City to undertake changes, when agreed upon by execution of a Change Order. Each change will be evaluated for extension of Contract Time and increase or decrease in compensation based on its own merit.

D.2 DELAYS

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

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

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

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.2 for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing Project Site conditions for which a review process is established under Section A.4.5, Contractor shall submit a written notification of the delay to the City within two (2) Days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the Project components impacted by the delay, and the anticipated additional Contract Time extension or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) Days after the cause of the delay has been mitigated, or in no case more than thirty (30) Days after the initial written notification, the Contractor shall submit to the City, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay. If the City denies Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

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

D.3 CLAIMS REVIEW PROCESS

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

SECTION E PAYMENTS

E.1 SCHEDULE OF VALUES

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

E.2 APPLICATIONS FOR PAYMENT

- E.2.1 City shall make progress payments on the Contract monthly as Work progresses, in accordance with the requirements of this Section E.2 and ORS 279C.570. Applications for payment shall be based upon estimates of Work completed and the Schedule of Values. As a condition precedent to City's obligation to pay, all applications for payment shall be approved by the City. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. City shall pay to Contractor interest in accordance with ORS 279C.570 for overdue invoices, not including retainage, due the Contractor. Overdue invoices will be those that have not been paid within the earlier of:

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

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

City reserves the right, instead of requiring the Contractor to correct or resubmit a defective or improper application for payment, to reject the defective or

improper portion of the application for payment and pay the remainder of the application for such amounts which are correct and proper.

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

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

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

Signed: _____ Dated: ___"

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

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

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

- (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with Applicable Laws or the Contract Documents;
- (b) third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the City is provided by the Contractor;
- (c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case City may issue checks made payable jointly to Contractor and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2);
- (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (e) damage to the Work, City or City's agent;
- (f) reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- (g) failure to carry out the Work in accordance with the Contract Documents; or
- (h) assessment of liquidated damages, when withholding is made for offset purposes.

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

- (a) Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage as provided in Section E.5. Pending final determination of cost to the City of changes in the Work, no amounts for changes in the Work can be included in applications for payment until the Contract Price has been adjusted by a Change Order;

(b) Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation in the completed construction (or, if approved in advance by the City pursuant to Section E.2.3, suitably stored off the Project Site at a location agreed upon in writing), less retainage as provided in Section E.5; Subtract the aggregate of previous payments made by the City; and

(c) Subtract any amounts for which the City has withheld or nullified payment as provided in the Contract Documents.

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

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

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

E.3 PAYROLL CERTIFICATION REQUIREMENT

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

E.4 DUAL PAYMENT SOURCES

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

E.5 RETAINAGE

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

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

E.5.1.2 Contractor may request in writing:

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

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

E.5.1.3 The retainage held by City shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The City shall pay to Contractor interest at the rate of two thirds of one percent per month on the final payment due Contractor, interest to commence forty-five (45) Days after the date which City receives Contractor's final approved application for payment and Work under the Contract has been completed and accepted and to run until the date when final payment is tendered to Contractor. The Contractor shall notify City in writing when the Contractor considers the Work complete and deliver to City its final application for payment and City shall, within fifteen (15) Days after receiving the written notice and the application for payment, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If City does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run forty-five (45) Days after the end of the fifteen (15) Day period.

E.5.1.4 City will reduce the amount of the retainage if the Contractor notifies the City that the Contractor has deposited in an escrow account with a bank or trust company, in a manner authorized by the City, bonds and securities of equal value of a kind approved by the City and such bonds and securities have in fact been deposited.

E.5.1.5 Contractor agrees that if Contractor elects to reserve a retainage from any progress payment due to any Subcontractor or supplier, such retainage shall not exceed five percent of the payment, and such retainage withheld from Subcontractors and suppliers shall be subject to the same terms and conditions stated in Subsection E.5 as apply to City's retainage from any progresspayment due to Contractor.

E.6 FINAL PAYMENT

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

SECTION F PROJECT SITE CONDITIONS

F.1 USE OF PREMISES

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

F.2 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC

- F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage and shall protect the City, workers and property from injury or loss arising in connection with the Contract. Contractor shall remedy acceptably to the City any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the City. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
- F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the Project Site or otherwise engaged in the undertaking of the Work and shall comply with the Contract Documents, best practices and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Project Site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the City. The City has no responsibility for Project Site safety. Project Site safety shall be the responsibility of the Contractor.
- F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner, or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall, immediately and in writing, report to the City, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.
- F.2.4 Contractor shall be responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, vehicles and materials on the Project Site.
- F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials shall be conducted so no release will occur that may pollute or become hazardous.
- F.2.6 In an emergency affecting the safety of life or limb or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the City, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the City. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with section D.
- F.2.7 Contractor shall comply with all City safety rules and regulations, if applicable. Prior to commencement of any Work, Contractor and Subcontractors shall be required to complete an City Contractor Safety Orientation and submit all City required safety plans.
- F.2.8 Contractor shall demonstrate that an employee drug testing program is in place.

F.3 CUTTING AND PATCHING

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

F.4 CLEANING UP

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

F.5 ENVIRONMENTAL CONTAMINATION

F.5.1 Contractor shall be held responsible for and shall indemnify, defend (with counsel of City's choice), and hold harmless City from and against any costs, expenses, damages, claims, and causes of action, or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Work or Contractor's obligations under the Contract which occur as a result of, or are contributed by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents (except to the extent otherwise void under ORS 30.140). Nothing in this section F.5.1 shall limit Contractor's responsibility for obtaining insurance coverages required under Section G.3 of the Contract, and Contractor shall take no action that would void or impair such coverages.

F.5.1.1 Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of City and regulatory agencies having jurisdiction in a manner that complies with Applicable Laws. Cleanup shall be at no cost to the City and shall be performed by properly qualified and, if applicable, licensed personnel.

F.5.1.2 Unless otherwise approved in the Solicitation Document, Contractor shall obtain the City's written consent prior to bringing onto the Project Site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any Applicable Laws. In any event, Contractor shall provide prior written notice to City when hazardous materials are brought on to the Project Site. The Contractor, at all times, shall:

- (a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials on the Project Site, in accordance with all Applicable Laws;
- (b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Project Site; and
- (c) promptly clean up and remediate, without cost to the City, such spills, releases, discharges, or leaks to the City's satisfaction and in compliance with all Applicable Laws.

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

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

F.6 ENVIRONMENTAL CLEAN-UP

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

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

SECTION G
INDEMNITY, BONDING, AND INSURANCE

G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY

- G.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under the Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, employees, guests, visitors, invitees and agents.
- G.1.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by City) and hold harmless the City and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to:
- (a) any damage, injury, loss, expense, inconvenience or delay described in this Section G.1; (b) any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the Project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section G.1.2.
- G.1.3 In claims against any person or entity indemnified under Section G.1.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section G.1.2 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

G.2 PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND

- G.2.1 When the Contract price is \$50,000 or more, the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents.
- G.2.2 Bond forms furnished by the City and notarized by Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.
- G.2.3 Before execution of the Contract, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Revised Statutes, Chapter 279C.830 and 279C.836, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

G.3 INSURANCE

- G.3.1 Primary Coverage: Insurance carried by Contractor under the Contract shall be the primary coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.
- G.3.2 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.
- G.3.3 Builder's Risk Insurance:
- G.3.3.1 Builder's Risk: During the term of the Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and architect's fees "soft costs" associated with delay of Project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor. The policy will include as loss payees City, the Contractor and its Subcontractors as their interests may appear.
- G.3.3.2 Builder's Risk Installation Floater: For work other than new construction, Contractor shall obtain and keep in effect during the term of the Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under the Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. The policy will include as loss payees City, the Contractor and its Subcontractors as their interests may appear. City may waive this requirement at its sole and absolute discretion.
- G.3.3.3 Such insurance shall be maintained until City has occupied the facility.
- G.3.3.4 A loss insured under the Builder's Risk insurance shall be adjusted by the City and made payable to the City as loss payee. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The City shall have power to adjust and settle a loss with insurers.
- G.3.4 General Liability Insurance:
- G.3.4.1 Commercial General Liability: Upon execution of a Contract, Contractor shall obtain, and keep in effect at Contractor's expense for the term of the Contract, Commercial General Liability Insurance ("CGL") covering bodily injury and property damage in the amount of not less than \$2,000,000 per claim and \$2,000,000 per occurrence in a form satisfactory to City. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnities provided under the Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis written on ISO Form GC 00 01 (12 04 or later) or an equivalent form approved in advance by City. The CGL shall provide separation of insured language. The policy or policies obtained by Contractor for purposes of fulfilling the requirements of this section shall be primary insurance with respect to the City. Any insurance or self-insurance maintained by the City shall be excess and shall not contribute to it.
- G.3.4.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Automobile Liability Insurance covering owned, and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Contractor shall provide proof of insurance of not less than \$2,000,000 per claim and \$2,000,000 per occurrence. Contractor and its Subcontractors shall be responsible for ensuring that all non-owned vehicles maintain adequate Automobile Liability insurance while on Project Site.
- G.3.4.3 City may adjust the insurance amounts required in Section G.3.4.1 and G.3.4.2 based upon institution specific risk assessments through the issuance of Supplemental General Conditions and a Contract.
- G.3.4.4 To the extent that the Contract Documents require the Contractor to provide professional design services, design-build, or certifications related to systems, materials, or equipment, the Contractor shall (1) purchase and maintain professional liability/errors-and-omissions insurance with limits of not less than \$2,000,000 for each claim and \$2,000,000 general annual aggregate and (2) cause those Subcontractors (of any tier) who are providing professional design services including any design-build services to procure and maintain professional liability/errors-and-omissions insurance with limits of not less than \$2,000,000 for each claim and \$2,000,000 general annual aggregate. This policy shall be for the protection of the City, its elected officials, officers, agents and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to the Contract. The City, at its option, may require a complete copy of the above policy.
- G.3.4.5 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. City's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to City's obligation to make final payment and to City's final acceptance of Work or services and related warranty (if any).
- G.3.4.6 Umbrella Liability (if required by City through issuance of Supplemental General Conditions): Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Umbrella liability Insurance over and above the general liability, automobile liability and workers' compensation coverage if required by City in specified limits at time of requirement.
- G.3.4.7 Pollution Liability may be required by City through issuance of Supplemental General Conditions.
- G.3.5 Additional Insured: The general liability insurance coverage, automobile liability, umbrella, and pollution liability if required, shall include the City as additional

insureds but only with respect to the Contractor's activities to be performed under the Contract. The additional-insured endorsement for CGL insurance must be written on ISO Form CG 20 10 (10 01) and CG 20 37 (10 01), or their equivalent, but shall not use either of the following forms: CG 20 10 (10 93) or CG 20 10 (03 94). Proof of insurance must include a copy of the endorsement showing "City of Gladstone, its elected officials, agents, officers, and employees" as scheduled insureds.

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

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

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

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

SECTION H SCHEDULE OF WORK

H.1 CONTRACT PERIOD

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

H.2 SCHEDULE

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

H.3 PARTIAL OCCUPANCY OR USE

The City may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the City and Contractor have reasonably accepted in writing the responsibilities assigned to each of them. Approval by the Contractor to partial occupancy or use shall not

be unreasonably withheld. Immediately prior to such partial occupancy or use, the City and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

SECTION I CORRECTION OF WORK

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

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

I.2 WARRANTY WORK

- I.2.1 The Warranty Period will begin when Contractor has completed the Punch List work, all improvements are accepted by the City, and the final certificate of payment has been issued.
- I.2.2 Contractor shall provide a Warranty Security valued at 10% of the Contract Price, however the minimum Warranty Security shall be \$5,000. The Security shall be in a form acceptable to the City Attorney.
- I.2.3 The Warranty Period shall be for a minimum of one year.
- I.2.4 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for Defective Work. Contractor shall correct all defects that appear in the Work within the Warranty Period. The City shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after City's demand and at Contractor's sole expense. Latent defects shall be remedied by the Contractor at any time they become apparent. If Contractor fails to complete the warranty work within such period as City determines reasonable, City may perform such work and Contractor shall reimburse City all costs of the same within ten (10) Days after demand, without affecting Contractor's obligations. In the event of warranty work consisting of emergency repairs, Contractor shall perform the warranty Work by correcting defects within twenty-four (24) hours of notification by City, unless otherwise specified in the Contract Documents. Should Contractor fail to respond within the specified response time, the City may, at its option, complete the necessary repairs using another contractor or its agents. If City completes the repairs using City's agent, Contractor shall pay City at the rate of one and one-half (1½) times the standard hourly rate of City's agent, plus related overhead and any direct non-salary costs. If City completes the repairs using another contractor, Contractor shall pay City the amount of City's direct costs billed by the other contractor for the work, plus the direct salary costs and related overhead and direct non-salary expenses of City's agents who are required to monitor that contractor's work. Work performed by City using City's own agents or those of another contractor shall not affect the Contractor's contractual duties under these provisions, including warranty provisions.
- I.2.5 Nothing in this Section I.2 provision shall negate guarantees or warranties for periods longer than one year including without limitation, such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.
- I.2.6 In addition to Contractor's warranty, manufacturer's warranties shall pass to the City and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the City.
- I.2.7 Nothing contained in this Section I.2 shall be construed to establish or limit a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific contractual obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- I.2.8 If the City prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the City may do so in its sole discretion instead of requiring its removal and correction, in which case the Contract Price will be reduced in an amount the City determines to be appropriate and equitable. The City is entitled to receive this amount whether or not final payment has been made. Prior to final payment, the City may offset the amount from any payment it owes to the Contractor.
- I.2.9 The Warranty Security does not expire and may only be released after a final inspection has been completed by the City and the minimum warranty period has elapsed. At the time of final warranty inspection, any items not completed or maintained to City standards will be included in a punch list provided to Contractor. These items shall be addressed prior to the release of the Warranty Security. The City may require an extension of the Warranty Period for more than the minimum one year if the improvements show signs of failure or defects in workmanship during inspection and work is necessary and completed to correct these deficiencies. The one-year Warranty Period shall be extended with respect to those portions of Work performed after final certificate of payment has been issued by the period of time between final certificate of payment and the actual performance of the Work, and shall be extended by corrective Work performed by the Contractor pursuant to this Section, as to the Work corrected. Once the Warranty Period has passed, and there are no failures or defects in workmanship found by City inspection, the Warranty Period will end, and the Warranty Security will be released. Contractor shall remove from the Project Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by the City.

SECTION J SUSPENSION AND/OR TERMINATION OF THE WORK

J.1 CITY'S RIGHT TO SUSPEND THE WORK

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

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

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

J.2 CONTRACTOR'S RESPONSIBILITIES

J.2.1 During the period of the suspension, Contractor is responsible to continue maintenance at the Project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.

J.2.2 When the Work is recommenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the Work in every respect as though its prosecution had been continuous and without suspension.

J.3 COMPENSATION FOR SUSPENSION

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

J.4 CITY'S RIGHT TO TERMINATE CONTRACT

J.4.1 The City may, without prejudice to any other right or remedy, and after giving Contractor seven (7) Days' written notice and an opportunity to cure, terminate the Contract in whole or in part under the following conditions:

- (a) If Contractor should, voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and Contractor as debtor-in-possession or the Trustee for the estate fails to assume the Contract within a reasonable time;
- (b) If Contractor should make a general assignment for the benefit of Contractor's creditors;
- (c) If a receiver should be appointed on account of Contractor's insolvency;
- (d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;
- (e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the City;
- (f) If Contractor is otherwise in breach of any part of the Contract; or
- (g) If Contractor is in violation of Applicable Laws, either in the conduct of its business or in its performance of the Work.

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

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

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

J.5.2 The City shall provide the Contractor with seven (7) Days prior written notice of a termination for City's or for public convenience. After such notice, the Contractor

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

J.6 ACTION UPON TERMINATION

- J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the City, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the City, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.
- J.6.2 As directed by the City, Contractor shall, upon termination, transfer title and deliver to the City all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the City.
- J.6.3 Upon City's notice of termination pursuant to either Section J.4 or J.5, if City shall so elect, Contractor shall assign to the City such subcontracts and orders as City shall specify. In the event City elects to take assignment of any such subcontract or order, Contractor shall take such action and shall execute such documents as City shall reasonably require for the effectiveness of such assignment and Contractor shall ensure that no contractual arrangement between it and its subcontractors or suppliers of any tier or sub-tier shall prevent such assignment.

SECTION K CONTRACT CLOSE OUT

K.1 RECORD DOCUMENTS

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

K.2 OPERATION AND MAINTENANCE MANUALS

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

K.3 COMPLETION NOTICES

- K.3.1 Contractor shall provide City written notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the City and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the Contractor shall finish all items on the Punch List accompanying the Certificate. Both completion notices must be signed and notarized by the Contractor and signed by the Architect/Engineer (if applicable) and City to be valid. The City shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the City.
- K.3.2 Substantial Completion of a facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of thirty (30) continuous Days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the City. All equipment contained in the Work, plus all other components necessary to enable the City to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a Punch List be prepared by the City with submission of the request for the Substantial Completion notice.

K.4 TRAINING

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

K.5 EXTRA MATERIALS

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

K.6 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion notice, or as a separate written notice submitted with or before the notice of Final Completion, the Contractor shall notify the City that all environmental and pollution clean-up, remediation and closure have been completed in accordance with all Applicable Laws and pursuant to the authority of all agencies having jurisdiction, and Contractor shall provide City with any and all documentation related to the same, including but not limited to directives, orders, letters, certificates

and permits related to or arising from such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above. Contractor's completion of its obligations under this Section K.6 and City's receipt of documents evidencing such completion shall be a condition precedent to City's obligation to make final payment.

K.7 CERTIFICATE OF OCCUPANCY

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

K.8 OTHER CONTRACTOR RESPONSIBILITIES

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

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

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

K.9 SURVIVAL

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

SECTION L GENERAL PROVISIONS

L.1 NO THIRD PARTY BENEFICIARIES

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

L.2 SEVERABILITY

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

L.3 ACCESS TO RECORDS

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

L.3.2 Contractor shall retain and the City and its duly authorized representatives shall have access, for a period not less than ten (10) years, to all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract, including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Work or the Contract shall be subject to litigation, Contractor shall retain all such records until all litigation is resolved and Contractor shall continue to provide City and/or its agents with full access to such records until such time as all litigation is complete and all periods for appeal have expired and full and final satisfaction of any judgment, order or decree is recorded and City receives a record copy of documentation from Contractor.

L.4 WAIVER

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

L.5 SUCCESSORS IN INTEREST

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

L.6 GOVERNING LAW

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

L.7 APPLICABLE LAW

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

L.8 NON-EXCLUSIVE RIGHTS AND REMEDIES

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

L. 9 INTERPRETATION

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

L.10 LITIGATION

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

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

All number references in the City Supplemental General Conditions shall be understood to refer to the subsection in the General Conditions bearing like numbers, and shall represent modifications and/or additions to the specified section.

SECTION A GENERAL PROVISIONS

Section A3.1 shall be modified as follows:

A3.1 Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following descending order of precedence:

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

SECTION D CHANGES IN THE WORK

Section D.2 shall be modified as follows:

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

D.2.1.1 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.2.1.2 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.

- (a) If the Contractor believes that adjustments to cost or Contract Time are involved because of an Unavoidable Delay caused by differing Project Site Conditions, a review process is established under Section A.4.5.
- (b) 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:
 - i. Daily rainfall equal to, or greater than, 0.75 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25%) or more.
 - ii. Daily rainfall equal to, or greater than, 1.00 inch at any time.
 - iii. The National Weather Service National Oceanic and Atmospheric Administration (NOAA) rain gauge at the Portland International Airport, Portland, Oregon, shall be considered the official agency of record for weather information.

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

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

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.2 for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing Project Site conditions for which a review process is established under Section A.4.5, Contractor shall submit a written notification of the delay to the City within two (2) Days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the Project components impacted by the delay, and the anticipated additional Contract Time extension or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) Days after the cause of the delay has been mitigated, or in no case more than thirty (30) Days after the initial written notification, the Contractor shall submit to the City, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay. If the City denies Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

If Contractor does not timely submit the notices required under this Section D.2.2, Contractor's Claim shall be barred.

Attachment C

PROJECT C								
Street Name	From	To	Rating 2017	Condition	2022 Rating	Condition	Square Ft	Total Price
E. Berkeley St	Portland Ave	Harvard Ave	51	Fair	44	Poor	31010	\$ 93,030.00
E. Berkeley St	Cornell Ave	82nd Dr	47	Poor	40	Poor	38010	\$ 114,030.00
E. Exeter St	Cornell Ave	Oatfield Rd	62	Fair	57	Fair	26656	\$ 79,968.00
Chicago Ave	E. Berkeley St	E. Dartmouth St	51	Fair	44	Poor	16800	\$ 50,400.00
Yale Ave	E. Fairfield St	E. Gloucester St	52	Fair	45	Poor	5126	\$ 15,378.00
Cornell Ave	Berkeley St	E. Clarendon St	71	Good	64	Fair	8736	\$ 26,208.00
W. Jersey St	Beatrice Ave	Bellevue Ave	68	Fair	61	Fair	14392	\$ 43,176.00
Bellevue Ave	W. Ipswich St	W. Jersey St	69	Fair	62	Fair	6723	\$ 20,169.00
Abernathy Ct	Abernathy Ln	Dead End	51	Fair	44	Poor	4768	\$ 14,304.00
Beatrice Ave	W. Jersey	Abernathy Ln	54	Fair	47	Poor	6150	\$ 18,450.00
Simmons Ct	Abernathy Ln	Hammerhead	52	Fair	45	Poor	4272	\$ 12,816.00
Columbia Ave	E. Dartmouth St	E. Fairfield St	43	Poor	36	Poor	17395	\$ 52,185.00
Cornell Ave	First St	Berkeley St	58	Fair	51	Fair	19350	\$ 58,050.00
E. Berkeley St	Harvard Ave	Cornell Ave	40	Poor	33	Poor	31745	\$ 95,235.00
Yale Ave	First St	E. Dartmouth St	56	Fair	49	Poor	33075	\$ 99,225.00
Harvard Ave	E. Arlington St	E. Dartmouth St	64	Fair	57	Fair	26145	\$ 78,435.00
						Total	290353	\$ 871,059.00

Paving Map for Project C



Legend

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

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.



0 798 1,596 Feet



1: 9,576

Map created 7/5/2022

City of Gladstone
525 Portland Ave
Gladstone
OR 97027
(503) 656-5225



www.ci.gladstone.or.us



REGULAR AGENDA

City of Gladstone Staff Report

Report Date: July 1, 2022
Meeting Date: July 12, 2022
To: City Council
From: Darren Caniparoli, Public Works Director and
Cathy Brucker, Finance Consultant

Agenda Item

Approval of Resolution No. 1210, a resolution repealing Resolution No. 1208 and adopting a new revised Master Fee Schedule.

History/Background:

Oak Lodge Water Services Sewer Charge (pass-through) is increasing by 6.81%, due to cost of living adjustments, as well as the Water Environment Services Charge (pass-through) increasing by 4.89%. The new monthly pass-through charges per EDU will be \$58.36 and \$27.90, respectively.

The City was advised by North Clackamas County Water Commission (NCCWC) that effective July 1, 2022 wholesale water rates (pass-through) will be increased by 3.42%, from \$0.7667 to \$0.7929 cost per hundred cubic feet of water (CCF) 748 gallons.

The City is including System Development Charges (SDC's) to the master fee schedule to make the charges more transparent. The charges are increased annually based on the ENR-CCI (Engineering News Record Construction Cost Index) for Seattle per the City's SDC Methodology Reports and ORS 223.304. (This year's increase is 6.6%, Dec 2020-Dec 2021).

The City has updated the low income levels applicable as of July 1, 2022 based on the Housing and Urban Development Income Limits revised annually for the Portland-Vancouver-Hillsboro area. Exhibit B details information on the program.

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

Proposal

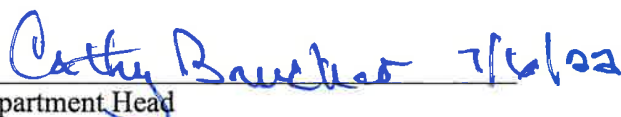

Staff recommends revising the Master Fee Schedule to reflect the updated water and sewer utility pass-through rates, updated System Development Charges (SDCs), and updated low income user levels. This will become effective July 1, 2022.

Options

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

Recommended Staff Action

Approve Resolution No. 1210, a resolution repealing the Master Fee Schedule adopted under Resolution No. 1208 and adopting a new Master Fee Schedule.

			
Department Head Signature	Date	City Administrator Signature	Date

RESOLUTION NO. 1210
CITY OF GLADSTONE, OREGON

A Resolution Adopting a Revised Master Fee Schedule

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

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

WHEREAS, Updates to a Water Environment Services (WES) utility rate charges (pass-through) is increasing by 4.89%, increasing their monthly charge by \$1.30 from \$26.60 per equivalent dwelling unit (EDU) to \$27.90 per EDU; and

WHEREAS, Updates to the Oak Lodge Water Services Sewer Charge (pass-through) is increasing by 6.81%, increasing their monthly charge by \$3.72 from \$54.64 per equivalent dwelling unit (EDU) to \$58.36 per EDU; and

WHEREAS, The City was advised by North Clackamas County Water Commission (NCCWC) that effective July 1, 2022 wholesale water rates (pass-through) will be increased by 3.42%, from \$0.7667 to \$0.7929 cost per hundred cubic feet of water (CCF) 748 gallons; and

WHEREAS, The City is including System Development Charges (SDC's) to the master fee schedule to make the charges more transparent. The charges are increased annually based on the ENR-CCI (Engineering News Record Construction Cost Index) for Seattle per the City's SDC Methodology Reports and ORS 223.304. (This year's increase is 6.6%, Dec 2020-Dec 2021).

WHEREAS, The City has updated the low income levels applicable as of July 1, 2022 based on the Housing and Urban Development Income Limits/Very Low Income Limits (50% of Median Family Income) for the Portland-Vancouver-Hillsboro, OR-WA MSA. Exhibit B details information on the program.

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

The City of Gladstone repeals the Master Fee Schedule adopted under Resolution 1203 and replaces it by adopting the Revised Master Fee Schedule, as set forth in the attached Exhibit A. Changes/additions are noted in highlight and deletions are noted in ~~strike through~~ and amends the Low Income Utility Assistance Program attached as Exhibit B.

This Resolution is effective July 1, 2022.

This Resolution adopted by the Gladstone City Council and approved by the Mayor this 12th day of July, 2022.

ATTEST:

Tamara Stempel, Mayor

Tami Bannick

Resolution 1210 - Exhibit "A"
City of Gladstone Master Fee Schedule Effective July 1, 2022

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

Public Records Legal Research per hour (quarter hour increment charge)		Based on hourly rate
Public Records Request Deposit (large) toward hourly rate	\$	100.00
Public Records Request Deposit (small) toward hourly rate	\$	25.00
Returned Check Charge/processing	\$	35.00
Road Re-naming	\$	150.00
Special Event Application (plus actual staff costs for employees specifically needed to work the event and barricade fees if needed)	\$	100.00
FIRE		
Fire and EMS Incident Report		\$20.00
Fire Investigation Report		\$20.00
Fire Investigation Photos		\$10.00
PARKS AND RECREATION		
Meldrum Bar Parking Fee:		
Non-Resident		\$3.00/day
Non-Resident		\$40.00/year
Non-Resident Visiting Sports Teams		Free (in designated area)
Resident		Free (limit two per household)
Card Replacement fee		\$5.00 per card
GLADSTONE USER GROUP FEES FOR RESERVED PLAY		
Baseball/Softball User Groups:		
Gladstone Junior Baseball Association		\$20.00 per registered player/year
Gladstone Girls Softball Association		\$20.00 per registered player/year
Soccer User Group:		
Gladstone Youth Soccer Association (2 rosters a year for per player charge)		\$15.00 per registered player/year
Tournament Fees: Baseball/Softball Soccer:		
Meldrum Bar Park Fields - all fields/3-day cap		\$500.00
Dierickx Fields - all fields/3-day cap		\$200.00
Banners: Sponsor banners allowed during tournament play only. Banners must be removed at the end of play		

Third False Alarm (within permit year)		100.00	
Fourth and Each Subsequent Alarm (within permit year)		150.00	
Failure to obtain Alarm Permit		90.00	
Animal Permit Application (per year)	\$	25.00	
Block Party	\$	35.00	
CD's including photos/videos	\$	25.00	
ID Theft		Victim Free	
Local History Printout (per record)	\$	5.00	
Noise variance	\$	75.00	
Nuisance Property Abatement		Actual Cost	
Police Report - No Charge for Victims		0.00	
Police Report (first 2 pages)	\$	15.00	
Police Report (page 3 and over) each page	\$	1.00	
Temporary/Portable Storage Container		50.00	
Vehicle Impound (after business hours)	\$	125.00	
Vehicle Impound (during regular business hours)	\$	100.00	
PUBLIC WORKS			
Technical Plan Review-Development Engineering Fee			
Review	\$	2.5% of the construction cost	
Inspection	\$	2.5% of the construction cost	
Barricade Delivery and Pickup Fee	\$	50.00	
	\$	100.00	
Erosion Control Violation	\$	300.00	
Hydrant Hook-Up Permit Fee (plus water usagae cost)	\$	50.00	
Registration Fee	\$	50.00	
Street Opening Inspection Fee	\$	85.00	
Street Opening Permit Fee	\$	150.00	
Street Opening Re-Inspection Fee (if necessary)	\$	85.00	
System Development Charges (SDC's)			NEW RATE
* Water:	\$4,005 per (EDU) equivalent dwelling unit	\$	4,269
	3/4" meter - \$8,480	\$	9,040
	1" meter - \$14,054	\$	14,982
	1 1/2" meter - \$28,241	\$	30,105

	2" meter - \$45,203	\$	48,186
	3" meter - \$90,490	\$	96,462
	4" meter - \$141,376	\$	150,707
	6" meter - \$282,667	\$	301,323
	\$6,093 per (EDU) equivalent dwelling unit	\$	6,495
* Sewer Collection (City System)			
* Sewer Treatment provided by others (pass-through) to Oak Lodge Water Services or Tri-City (WES) based on the individual district rates that the property is served by.			
	\$8,468 per (RPE) residential population equivalent	\$	9,027
	\$3,262 per (EDU) equivalent dwelling unit	\$	3,477
* Parks			
* Stormwater			
SENIOR CENTER			
Building Rental (per hour) Group 1: City of Gladstone Residents.	Planton Room-\$40.00 and Bloye Hall-\$45.00		
Building Rental (per hour) Group 2: Private Parties, individuals, groups, and non-profits.	Planton Room-\$45.00 and Bloye Hall-\$55.00		
Building Rental (per hour) Group 3: Commercial, for-profit professional groups.	Planton Room-\$50.00 and Bloye Hall-\$75.00		
Kitchen Fee	\$ 50.00		
Meal under 60 years	\$ 4.00		
Meal (suggested donation) over 60 years	\$ 3.00		
Fax (per page - staff only)	\$ 1.00		
Photocopy (per page)	\$ 0.25		
Van Donation (suggested donation) each way	\$ 1.00		
Friday Excursions (\$7-\$25)	varies		
Billiards Room (suggested donation of per game played)	\$ 0.25		
Notary Fee- Clackamas County resident age 60 or older	Free		
Notary Fee- Gladstone Resident	\$5.00		
Notary Fee- Non Resident- Clackamas County	\$10.00		
UTILITY BILLING RATES & UTILITY RIGHT OF WAY RATES			
RIGHT-OF-WAY (ROW) RATES			
Franchise Administrative Review	\$	5,000.00	
ROW License Application Fee (Excluding Small Cell Wireless Facilities ****)	\$	50.00	

ROW License Fee (five year term), (Excluding Small Cell Wireless Facilities)	\$	250.00
ROW Use Fee (Excluding Small Cell Wireless Facilities)	5% of gross revenues** or Minimum Annual Right-of-Way Use Fee, whichever is greater.	
Minimum Annual Right-of-Way Use Fee ***		
TOTAL LINEAR FEET OF UTILITY FACILITIES IN RIGHT-OF-WAY		
Up to 5,000		\$5,971.00
5,001 to 10,000		\$8,956.00
10,001 to 20,000		\$11,941.00
More than 20,000		\$17,911.00
ROW Attachment Fee (Excluding Small Cell Wireless Facilities)		\$5,150
ROW Application fee for Small Cell Wireless Facilities (1-5 sites)		500.00
Each additional Site		100.00
Small Cell Wireless Facility Attachment Fee		270.00
SEWER RATES		
Sewer Inspection Fee, except mobile homes, motor homes and travel trailers	\$	100.00
Sewer Insepection Fee for mobile homes, motor homes, and travel trailers	\$	50.00
Oak Lodge Water Services Sewer Charge (Pass-through)*****		\$54.64 per month per EDU*
Water Environment Services (WES) Sewer Treatment Charge (Pass-through)*****		\$26.60 per month per EDU*
City of Gladstone Sanitary Sewer Collection Charge		\$33.55 per month per EDU*
Low Income Rate Reduction - adjusted annually based on HUD Very Low Income Limits for Portland-Vancouver-Hillsboro, OR-WA MSA	(50%) reduction of base rates listed above	
STORMWATER RATES		
Residential Stormwater Fee per EDU* each month (Class 001 accounts)		\$13.73
Low Income Rate Reduction - adjusted annually based on HUD Very Low Income Limits for Portland-Vancouver-Hillsboro, OR-WA MSA	(50%) reduction of base rates listed above	
Non-Single Family Residential Stormwater Fee (Per 3,000 square feet of impervious area each month) (Class 002 and 003 accounts)		\$13.73
(Impervious area is calculated based on the city's GIS system data)		
WATER RATES (monthly)		
	Base Meter Charge	

Meter Size	(no water included)
3/4"	\$30.01
1.0"	\$47.74
1.5"	\$74.47
2.0"	\$133.17
3.0"	\$165.89
4.0"	\$198.63
6.0"	\$220.74
8.0"	\$275.94
Low Income Rate Reduction - adjusted annually based on HUD Very Low Income Limits for Portland-Vancouver-Hillsboro, OR-WA MSA	(50%) reduction of base rates listed above
Water Rate Unit Cost Per Hundred Cubic Feet Of Water (CCF) 748 gallons	Usage Bracket Rate
Block Rate 1	1 - 6 Units \$1.63/unit
Block Rate 2	7 - 10 Units \$2.64/unit
Block Rate 3	11 Units and Up \$3.59/unit
Water rates for properties outside the city limits	Add 33% to above rates
WATER UTILITY CHARGES	
Low Income Rate Violation Fee	As set forth in ORS 164.125
Disconnect/Reconnect Charge (if greater than 30 Days for Water & Sewer base charges)	\$25.00 each time
Mailed Late Notice/Shut Off Notification	\$7.00
Shut Off Door Hanger (2nd Late Fee)	\$25.00
Shut Off Water	\$25.00
Turn On Water (during business hours)	\$25.00
Turn On Water (after business hours)	\$175.00
Water Meter Tampering Charge	\$250.00
* Equivalent Dwelling Unit (EDU)	
** Gross revenues shall have the meaning as defined in Chapter 12.24	
*** This rate shall increase 3% annually on January 1st of each year beginning January 1, 2017.	
**** Small Cell Wireless Facilities are defined as including an antenna of no more than three cubic feet and equipment totaling no more than 28 cubic feet, placed on a structure that is either no more than 50 feet in height, no more than 10 percent taller than adjacent structure, or no more than 10	

*****These rates are set by Oak Lodge Water Service and Water Environment Services (WES). Any updates to these rates will be brought forward for City Council approval.	
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Resolution 1210 - Exhibit B

City of Gladstone, Oregon

Low Income Utility Assistance Program

The City of Gladstone provides residential customers a Low Income Utility Assistance Program which permits a reduced monthly charge for Water, Sewer and Storm Water services. As shown in the City’s Master Fees & Charges Schedule, the reduced rates are 50% of the base rate only, for each type of utility.

Qualifications:

- A residential customer of Gladstone with one or more utility services provided by the City.
- The property is the principal residence and occupied by the applicant.
- No delinquent payments owed to the City, including utilities, court fines, and any other assessed fees or charges.
- Written application must be submitted on the City form and include all requested documentation for proof of income from all sources listed, from all income earners.
- Approval expires every year on June 30th and re-qualification must be submitted with current information annually.
- The Finance Department will notify all applicants of approval or denial in writing. If denied the applicant will have the ability to appeal within ten days from the date of the denial letter.

Income Limits:

- Based upon Housing and Urban Development (HUD) Income Limits/Very Low Income Limits (50% of Median Family Income) for the Portland-Vancouver-Hillsboro, OR-WA MSA as published at HUD.gov and updated annually. Limits in effect as of July 1 will apply for the fiscal year period.
- Income limit areas are based on the current fiscal year Fair Market Rent (FMR) areas.
- Income levels are incrementally based on households of one to eight persons.

Income Limits as of July 1, 2022:

Persons in Household

Very Low (50%) Income	1	2	3	4	5	6	7	8
Annual	\$37,300	\$42,600	\$47,950	\$53,250	\$57,550	\$61,800	\$66,050	\$70,300
Monthly	\$3,108	\$3,550	\$3,996	\$4,438	\$4,796	\$5,150	\$5,504	\$5,858

City of Gladstone Staff Report

Report Date: July 5, 2022
Meeting Date: July 12, 2022
To: City Council
From: Jacque Betz, City Administrator
Ashley Driscoll, City Attorney

AGENDA ITEM

Consider approving Amendment #1 to the Library Construction and Operation Intergovernmental Agreement Between Clackamas County and the City of Gladstone.

History/Background

In November 2019, Clackamas County (County) and the City entered into an intergovernmental agreement (IGA) in which the county agreed to construct and operate 6,000 square foot library at the former Gladstone City Hall site in exchange for the City dismissing a lawsuit and agreeing to provide the County all Gladstone Library Service Area district tax revenue, plus \$200,000 per year for operations.

The County originally anticipated the cost of constructing the new library at approximately \$4.9 million. However, due to factors such as the pandemic and the escalating costs of materials and personnel, the cost estimate climbed to \$6 million early in the planning process. More recent cost estimates are closer to \$8.6 million.

As part of the IGA, the City and County agreed to a construction timeline with the County promising to provide final, Board-approved construction documents and to secure permits by May 30, 2022. If the County was unable to perform within the timeline, the County could ask the City for up to six 30-day extensions. Any delays beyond the six extensions would result in escalating penalties for the County.

As of today, the County has asked for and received all six extensions, making the new constructions document and permit delivery date November 30, 2022.

In May the County requested the City consider a 9- to 12-month pause in the construction process after learning that construction costs are now estimated at more than 50% higher than originally anticipated. The County hopes that in a few months the pandemic impacts and the rising inflationary costs may normalize, and the cost estimate may correct itself.

The City met in executive session on May 3, 2022 to consider the County's request. The City provided direction to City Administrator Jacque Betz and the City Attorney's Office to work with the County on proposed amendments.

Amendments in the IGA are as follows:

- The City agrees to a 12-month pause.
- The County commits to demolishing the former Gladstone City Hall by November 1, 2022, and putting up a sign reading "Future Site of the Gladstone Library".
- The County will update its cost estimate at 9 months. If the cost estimate at this point is \$7 million or less, the County will resume the construction timeline.

OPTIONS

- The City can agree to the pause
- The City can continue to negotiate additional terms
- The City can reject the County's request and enforce the original timelines in the IGA.

*At the time of printing this packet, the Board of Commissioners is scheduled to amend the agreement on July 7, 2022.

RECOMMENDATION

Although City staff is disappointed that the library construction is not moving forward on the agreed upon timeline, the City considers the County a good partner in this endeavor and understands the unprecedented challenges facing the County. The City is aware that the County has already invested more than \$1 million into making this project successful. Given the City would face similar challenges in constructing a new library facility on its own, City staff recommends the Council agree to the pause under the terms outlined in the attached proposed amendment.

Attachments:

- 1) Amendment #1 To The Library Construction and operation Intergovernmental Agreement Between Clackamas County and the City of Gladstone.

Department Head Signature



City Administrator Signature

7/6/22

Date

**AMENDMENT #1
TO THE LIBRARY CONSTRUCTION AND OPERATION
INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY AND
THE CITY OF GLADSTONE**

This Amendment #1 is entered into between the City of Gladstone (“Gladstone”) and Clackamas County (“County”) and shall become part of the Intergovernmental Agreement documents entered into between both parties on November 14, 2019 (“Construction IGA”).

The Purpose of this Amendment #1 is to make the following changes to the IGA:

1. Section 1. **Obligations of the County**, Subsection G. Extensions is hereby replaced in its entirety as follows:

The County is allowed an extension to complete milestone # 4 until no later than twelve (12) months from execution of this amendment. County will complete demolition of the former City Hall building by November 1, 2022 and install a sign indicating the new facility is in progress. The City may, at its discretion, impose a penalty for any additional extension beyond the extension granted by this section as amended. This extension and all extensions previously approved shall be treated as the initial six (6) extensions as described in 1.H below. All requests for extension must be for thirty (30) day increments. Penalties for milestone #5 shall be incorporated into the eventual contract with a Contractor, and any contractual penalties imposed on Contractor related to missed milestones on the New Gladstone Library Branch construction schedule shall be split equally between the County and the City.

However, the County shall update its cost estimates with the engaged contractor (“Cost Estimate”) to determine the current cost estimate at nine (9) months after execution of this amendment. The County shall forward the Cost Estimate to the City for review. If this Cost Estimate at nine (9) month mark is equivalent to the November 2021 estimate (attached and incorporated into this Amendment) or less, the County shall complete milestone #4 within one hundred twenty (120) days of receiving the cost estimate. If the County seeks an additional extension request, such request will be retreated as Extension #7 pursuant to 1.H. Additional requests will progress from Extension #7 as outlined in the schedule in Section 1.H.

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 #1, effective upon the date of the last signature below.

Clackamas County

City of Gladstone

Chair, Board of County Commissioners

Mayor,

Printed Name

Date

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

Policy Session Worksheet

Presentation Date: 11/23/21 **Approx. Start Time:** 2:00 **Approx. Length:** 30 minutes

Presentation Title: Gladstone Library

Department: Business & Community Services

Presenters: Sarah Eckman, BCS Interim Director and Cindy Becker, County Administration

Other Invitees: Mitzi Olson, Gladstone and Oak Lodge Library Manager; Jason Varga, Oak Lodge/Gladstone Community Project Project Manager; Mindy Garlington, Gladstone City Councilor; Jacque Betz, Gladstone City Administrator

WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

We are requesting approval from the Board to address a funding gap and to approve proceeding with construction of the Gladstone Library.

EXECUTIVE SUMMARY:

This library is a new 6,000-square foot building at the site of the former Gladstone City Hall. The project includes meeting space, dedicated areas for children and teens, book drop with exterior access, self-checkouts, public computer access, staff workrooms and public restrooms.



This Policy Session is the culmination of previous communications and meetings regarding this project. At an Executive Session in August, 2021, the BCC agreed to delay both the Gladstone and Oak Lodge projects in order to obtain current cost estimates from the Construction Manager/General Contractor (CMGC) firm that was being engaged for the Project. (A construction delay of four months has been approved by the City of Gladstone.)

The chart below compares budget projections including the CMGC estimate (with and without Value Engineering (VE))

Original	July Estimate	CMGC \$	CMGC w/ VE
\$6.0 million	\$7.4 million	\$7.7 million	\$7.0 million

Funding available for this project is as follows:

State ARPA Funds	\$0.5M
Gladstone Beginning Fund Balance	\$0.3M
General Fund (100) Portion of Revenue Bond*	\$3.9M (Payment=\$281,856/year)
Library Budget Portion of Revenue Bond*	<u>\$2.1M</u> (Payment= \$151,884/year)
Total	\$6.8M

*Bond rate calculated for 20 years @3%

There is a \$200,000 shortfall between the available funding (\$6.8 million) and project budget (\$7.0 million)

Once this shortfall is addressed, the project is ready to proceed (see options) .

FINANCIAL IMPLICATIONS (current year and ongoing):

Is this item in your current budget? X YES NO

What is the cost? \$ 7.0 million

What is the funding source? County backed Revenue Bonds, Library Funds, ARPA

STRATEGIC PLAN ALIGNMENT:

- How does this item align with your Department's Strategic Business Plan goals?
This aligns with the BCS strategic result of preserving, improving, and enhancing the quality and capacity of managed properties and facilities. The construction of the new libraries supports the Oak Lodge and Gladstone Library program so the public can access publically funded diverse materials and services to achieve their individual goals.
- How does this item align with the County's Performance Clackamas goals?
This project aligns with the Vibrant Economy Goal: It provides economic development, public spaces, and community enrichment services to residents, businesses, visitors, and partners so they can thrive and prosper in healthy and vibrant communities.

LEGAL/POLICY REQUIREMENTS:

There is an IGA between County and City of Gladstone in which the County agreed to construct and manage two libraries: Gladstone and Oak Lodge.

PUBLIC/GOVERNMENTAL PARTICIPATION:

A number of public outreach strategies were initiated to reach the widest audience. Public input ranged from in-person interviews with teens, residents and staff, to an on-line open house. Project information and events were advertised via multiple methods, with a dedicated project website to share information, surveys and updates.

A dedicated Planning Task Force was created which included residents of the Gladstone Library Service area, members from the Gladstone Library Advisory Board, Gladstone Library Foundation Advisory Board and Clackamas County Library Board of Trustees. The Task Force met numerous times with design consultants and County staff to create a Master Plan, review options/changes and provide input throughout the process.

County staff - and Commissioner Savas - met with the Planning Task Force on 11/15/21 to provide an update on the library project. Members had the following comments and concerns:

- Frustration with moving timelines – folks really want to see progress
- Interest in tearing down the existing city hall structure sooner than later
- Interest in more frequent communication. (Note: The Project Manager agreed to send monthly email updates with the next meeting likely to be in February)

- Need to remember that this is one project with two sites.
- Time to re-engage the Arts Subcommittee - determine meeting frequency so participants can identify ways to engage the community

FUNDING GAP OPTIONS:

The following options are presented to address the funding gap

1. Reduce construction/design and owner contingencies by \$200,000 which would still leave \$700,000 in contingency
2. Increase County General Fund portion of revenue bond by \$200,000 (adds \$14,616/year)
3. Utilize \$200,000 from ARPA funds distributed to the County

FUNDING GAP RECOMMENDATION:

3. Utilize \$200,000 from ARPA funds distributed to the County

REQUEST TO PROCEED OPTIONS

1. Proceed with building the library
2. Delay building the library
3. End the project

REQUEST TO PROCEED RECOMMENDATION

1. Proceed with building the library.

ATTACHMENTS: PPT

SUBMITTED BY:

Division Director/Head Approval _____
 Department Director/Head Approval *Stu Edelman*
 County Administrator Approval _____

For information on this issue or copies of attachments, please contact Jason Varga @ 503-351-4012



Gladstone Library

Board of County Commissioners Policy Session
November 23, 2021



Library Design

Overhead View



Interior View



Library Design

View from Portland Ave



View from Dartmouth St



Inside Looking West



What's Included

- Meeting room with outside entrance for after hour use
- Children's materials and play area
- Adult lounging and materials
- Teen lounging and materials
- Study rooms
- Public internet and duplicating services
- Staff area
- Outside courtyard for programs or lounging
- Bathrooms
- Area for holds
- Foundation book sale area

Planning Task Force

At-large members

Lisa O'Brien, Chair
Todd Anslow
Deborah Bokowski
Kristi Haller-Shaffer

Lauren McClintock, Vice-chair
Nancy Turner
Mei-Chen

Gladstone Library Advisory Board Members

Margaret Bertalan
Natalie Smith

Nancy Eichsteadt
Libby Spencer

Gladstone Library Foundation Advisory Board Members

Beverly Chase

Lani Saunders

Clackamas County Library Board of Trustees Member

Leslie Shirk

Gladstone Community Library Planning Task Force first met on January 29, 2019.

Members of both Task Forces selected the design team led by Opsis.

Members unanimously voted to recommend BCC accept Master Plan on November 10, 2020.

Members approved VE changes.

Community Engagement

The design team held a variety of activities to obtain feedback throughout the process.

SUMMER 2019

- In-person/phone stakeholder interviews

FALL 2019

- In-person open house with opportunities to inform and gather input
- Online public survey in both English and Spanish
- Targeted outreach to identified underserved communities

WINTER 2020

- In-person design workshop for each project area
- Targeted outreach to identified underserved communities

SUMMER 2020

- Online public survey (provided in English and Spanish)
- Targeted outreach to identified underserved communities



BCC Engagement

Issues/updates: Task Force Planning

- November 2018
- January 2019
- November 2021

Policy Sessions: Task Force planning and project updates

- March 2018-November 2021

Business Meetings:

- October 2017 –Settlement Agreement between City of Gladstone and Clackamas County
- October 2019 –Approved contract with Opsis Architecture LLP to create a Master Plan and conduct public outreach
- November 2019 –Approved library construction and operation Intergovernmental Agreement between Clackamas County and the City of Gladstone
- January 2021 –Approved Gladstone Master Plan
- June 2021 – Approved bid exemption to use Construction Manager/General Contractor procurement methodology

Budget & Funding

Original Budget	July 2021 Estimate	Construction Manager/General Contractor (CMGC) Estimate	CMGC w/ Value Engineering (VE) Estimate
\$6.0 million	\$7.4 million	\$7.7 million	\$7.0 million
Available Funding			
State ARPA* Funds		\$0.5 million	
Beginning Fund Balance		\$0.3 million	
General Fund Portion of Revenue Bond**		\$3.9 million	(\$281,856/year)
Library Budget Portion of Revenue Bond**		<u>\$2.1 million</u>	(\$151,884/year)
Total		\$6.8 million	
*American Rescue Plan Act			
**Bond rate calculated for 20 years @3%			

Budget Shortfall

Budget Available Funding	\$7.0 million \$6.8 million
Budget Shortfall	\$200,000

Potential solutions to address shortfall:

- Reduce construction/design and owner contingencies by \$200,000; would still leave \$700,000 in contingency *OR*
- Increase general fund portion of revenue bond by \$200,000 (adds \$14,616 per year)
- Use \$200,000 from ARPA funding from County

Task Force Feedback

County staff and Commissioner Savas met with the Planning Task Force on 11/15/21 to provide an update on the library project. Members had the following comments and concerns:

- Frustration with moving timelines – folks really want to see progress
- Interest in tearing down the existing city hall structure sooner than later
- Interest in more frequent communication. (Staff agreed to send monthly email updates with the next meeting likely to be in February)
- Need to remember that this is one project with two sites
- It's time to re-engage the Arts Subcommittee

Status (2021)

- October: City of Gladstone agreed to extend the IGA by 4 months to allow more for project cost estimates.
- Nov. 9: Board of Commissioners updated on Gladstone Library
- Nov. 15: Gladstone Task Force update
- Nov. 18: Library Board meeting
- Nov. 23: Board of Commissioners Policy Session
- December: Proceed to next phase of design and then construction, based on decision made by the Board

Updated Gladstone Project Timeline



City of Gladstone Staff Report

Report Date: June 29, 2022
Meeting Date: July 12, 2022
To: Gladstone City Council
From: John Schmerber, Chief of Police

AGENDA ITEM

Body Worn Camera Program.

History/Background

There has been a call for law enforcement across the country amid a series of high profile police related use of force demanding an increase of transparency in policing, specifically calling for police officers to wear body cameras. In May of 2019, I was interviewed by the Clackamas Review asking about my intention of instituting a Body Worn Camera (BWC) program in Gladstone. During that interview I responded saying that BWC's increase transparency of policing for our community. Today almost all agencies in Clackamas County have either deployed BWC's or are in the process of doing so. The Gladstone Police Department conducted a pilot project assessing the value of BWC's. We found that having the ability to capture events in progress along with initial police response is valuable for transparency, reporting, evidence gathering, and a means to potentially mitigate confrontational interactions through the presence of the BWC.

Proposal

The police Department assessed three different BWC's, Motorola Solutions, Axon, and GETEC. Officers testing the cameras found Motorola and Axon to be comparable but had some issues with GETEC such as life of the battery and GETEC support. Testing occurred over a 5-month period and Motorola and Axon were the two camera systems preferred by the testing officers. Officers found the ease of use, clarity and support from both companies made the experience beneficial. The police department also looked at how both Motorola and Axon systems would interface with GPD's current records keeping system (Mark43). We found that both systems were compatible with Mark 43 and that procedures are already in place to share BWC footage with the District Attorney's Office.

The police department recognizes tremendous value in the use of BWC's and if approved intends to up fit all uniformed police officers to include Code Compliance Officer with BWC's. Additionally, detectives will be issued BWC's with requirements to use under certain circumstances. Draft policy has been completed and we will begin finalizing policy surrounding the use requirements of the cameras prior to our go live.

If approved by City Council and based on options, the order for the BWC system will occur the following day of this meeting and will take 4 to 5 months to receive the equipment. The police department anticipates a go live time frame of October or November 2022.

Options

The police Department requested quotes from GETAC, AXON and Motorola but only received quotes from Axon and Motorola. Attached you will find the comparable quote document outlining equipment needed along with costs associated.

Option 1.

Motorola. Quote received = \$72,700.00. 5-year subscription.

Upon asking for a formal quote, the police department was able to negotiate a reduction in price to \$65,672.80. **See attached Motorola quote.** Motorola will have a team of technical support in Gladstone teaching and working with police department staff on how to use the system once we receive the equipment.

Option 2.

AXON. Quote received = \$138,716.00. 5-year subscription.

Option 3.

GETAC. No quote was received after two requests.

Cost Impact

Cost of a 5-year subsection to Motorola equals \$65,672.80 as seen in the formal quote. This option was not only the most cost effective but also provides consistency and overall support for the Motorola system. The police department saves \$7,027.20 by signing up for a 5-year subscription. As seen in the formal Motorola quote, a 5-year subscription fee is as follows:

- Year 1= \$25,640.80. Equipment, implementation and subscription fee
- Year 2= \$10,008.00. Subscription fee
- Year 3= \$10,008.00. Subscription fee
- Year 4= \$10,008.00. Subscription fee
- Year 5= \$10,008.00. Subscription fee

Year 1 will be paid upon delivery of equipment through ARPA funding. Year 2 will also be paid through ARPA funding during year 2 of the program. Years 3,4 and 5 will be built into the police departments budget cycles.

Recommended Staff Action

Staff recommends the city move forward with Option 1, purchasing Motorola equipment to include the subscription fees. Option 1 is the most cost effective and accepted system of the police department.

Department Head
Signature

Date

City Administrator
Signature

Date

GETAC MOTOROLA AXON

	GETAC	MOTOROLA	AXON
<u>BWC Cost</u>	No quote	0- included in data plan	699 each (13281)
<u>Docking Station Cost (8 bay)</u>	Free- (1) included	Free- (1) included	1495 (3 required) (4485)
<u>Individual Docks</u>	95 each x 19= 1805	95 each x 19= 1805	Not available
<u>Data plan/ licensing (annual)</u>	49 per user/ month x 60= 5880	49 per user/ month x 60= 5880	1068 per user/ per year (20292 x 5= 101460)
<u>New hardware</u>	36 months	36 months	30 months
<u>Redaction Hardware/ Licensing</u>	6000	6000	0
<u>Redaction Software</u>	In-house-4990/ 5 years	In-house-4990/ 5 years	In-house-AI 1944/ year (9720/ 5 years)
<u>Cell phone app</u>	Yes	Yes	Yes
<u>Warranty</u>	Included with unlimited plan	Included with unlimited plan	Included with unlimited plan
<u>Customer Service</u>	24/7	24/7	24/7
<u>Video frame rate</u>	10, 15, 30	10, 15, 30	Up to 30
<u>In-person training</u>	3000 (2 full days)	3000 (2 full days)	2750 (one day- 4 hours AM/ 4 hours PM)
<u>Battery life</u>	10 hours	10 hours	12 hours
<u>Spare batteries</u>	55 each x 19 (1045)	55 each x 19 (1045)	Not available
<u>Standard Uniform Mounts</u>	Included	Included	Included
<u>Professional/ Admin/ Records Licenses</u>	Included	Included	468 per user/ per year- Kristi/ Cathy/ Elias (1404 x 5= 7020)

TOTAL:	5 years	72700	138716
	1 year	14540	27744
	Monthly	1212	2312

Additional Expenses:
Kydex removable mount (same as on demo) 44.95 each x 15= 674.25 N/A.

*** Motorola- Possible that \$3000 redaction computer purchase not necessary (inquiry with Robert Hale pending)



Budgetary

QUOTE-1749456
Gladstone PD, V300 BWC

Billing Address:
GLADSTONE POLICE DEPT
535 PORTLAND AVE
GLADSTONE, OR 97027
US

Quote Date:05/05/2022
Expiration Date:08/03/2022
Quote Created By:
Daniel Galloway
Account Representative
Blake.Galloway@
motorolasolutions.com
214.551.2709

End Customer:
GLADSTONE POLICE DEPT
Travis Hill
thill@gladstoneoregon.us
5035572787

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service							
1	AAS-BWC-5YR-001	V300 BODY WORN CAMERA AND COMMAND CENTRAL EVIDENCE - 5 YEARS VIDEO-AS-A-SERVICE (\$49 PER-MON)	20	5 YEAR	\$2,352.00	\$47,040.00	
2	WGV-INT-CAD-100	INTEGRATION, CAD-RMS PACKAGE, ANNUAL/ DEVICE	40		\$8.00	\$320.00	
3	SVC-ONS-400-AAS	VAAS MANAGED INSTAL,ONSITE,TRAIN,C ONFIG	1		\$4,000.00	\$4,000.00	
4	PSV00S01454A	LMS ONBOARDING	1		\$0.00	\$0.00	
5	SSV00S01450B	LEARNER LXP SUBSCRIPTION*	20	5 YEAR	Included	Included	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
6	SSV00S03094A	COMMANDCENTRAL EVIDENCE PLUS SUBSCRIPTION VAAS*	20	5 YEAR	Included	Included	
7	SSV00S03095A	COMMANDCENTRAL EVIDENCE UNLIMITED BODY WORN CAMERA STORAGE VAAS*	20	5 YEAR	Included	Included	
8	BW-V30-10--	V300 BODY WORN CAMERA, MAG CHEST MOUNT	20		Included	Included	3 YEAR
9	WAR-300-CAM-NOF	V300 NO FAULT WRRANTY	20	5 YEAR	Included	Included	
10	BW-AAS-V3-TS	VIDEO EQUIPMENT,V300 XFER STATION, UNCONF (\$30 PER MON)	1		Included	Included	
11	VIS-300-CHG-001	V300, USB DOCK, D300, DESK CHGR/UPLD KIT	17		\$76.00	\$1,292.00	
12	VIS-300-BAT-RMV	V300, BATT, 3.8V, 4180MAH	19		\$79.20	\$1,504.80	
REDACTIVE							
13	KEY-WGV-RED-E01	SOFTWARE, REDACTIVE(SM), ENTERPRISE USER LICENSE, REV 3.0*	1		\$4,796.00	\$4,796.00	
14	HDW-4RE-VIS-RED	REDACTIVETOWER XEON16 CORE480GB 16GB RAM	1		\$3,200.00	\$3,200.00	
15	WAR-RED-TWR-5YR	WARRANTY, REDACTIVE/ UPLOAD TOWER WORKSTATION, EXTENDED WARRANTY, 5 YEARS	1		\$520.00	\$520.00	
16	WAR-WGR-MNT-001	MAINTENANCE SUPPORT,REDACTIVE SOFTWARE SUPPORT AND MAINTENANCE*	1	5 YEAR	\$3,000.00	\$3,000.00	

Grand Total
\$65,672.80(USD)


Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Pricing Summary

	Sale Price	Prorated Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$25,640.80	\$0.00
Year 2 Subscription Fee	\$10,008.00	\$0.00
Year 3 Subscription Fee	\$10,008.00	\$0.00
Year 4 Subscription Fee	\$10,008.00	\$0.00
Year 5 Subscription Fee	\$10,008.00	\$0.00
Grand Total System Price	\$65,672.80	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

City of Gladstone Staff Report

Report Date: June 7, 2022
Meeting Date: June 14, 2022
To: Gladstone City Council
Via: Jacque M. Betz, City Administrator
From: Prepared by Chad Jacobs, City Attorney's Office

AGENDA ITEM

Consider directing staff to prepare an ordinance declaring a ban on psilocybin service centers and the manufacture of psilocybin products in Gladstone and refer the question to the voters at the November election.

BACKGROUND

In November 2020, Oregon voters approved Ballot Measure 109, known as the Oregon Psilocybin Service Act (codified at ORS 475A), which allows for the manufacture, delivery and administration of psilocybin (mushrooms) at licensed facilities. The Oregon Health Authority (OHA) has begun the rulemaking process to implement Measure 109 and will begin accepting applications for psilocybin licenses in January 2023. This means local governments need to begin thinking about whether and to what extent they want to impose regulations on these types of facilities soon.

The Measure 109 program for psilocybin was modeled after the state's marijuana program. As with the marijuana program, there are different types of licenses that OHA will issue under the state's psilocybin program- manufacturer (production), laboratory (testing), facilitator (server), and service center licenses (location where provided and taken). Also, like the marijuana program, local governments may be involved in this process in three ways; (1) by imposing prohibitions on all or some of the types of licensed facilities being located within their jurisdictions; (2) by imposing time, place and manner restrictions on such facilities; and (3) by considering a land use compatibility statement (LUCS) that any such facility must acquire before it can obtain a license from OHA.

PROPOSAL

Local governments may impose prohibitions on psilocybin manufacturing and service center facilities within their jurisdictions. Importantly, state law already prohibits locating a service center within residential zones of an incorporated city. A local prohibition can be permanent or for a limited duration. As with marijuana prohibitions, however, local psilocybin prohibitions must be approved by the voters during a statewide general election. Thus, if a local government wants to propose a prohibition to the voters, it must do so for this November's election or it will need to wait until the November 2024 election to do so. The deadline to refer a measure to this November's ballot is August 18th.

Instead of prohibition, local governments may impose time, place and manner restrictions on such facilities. Often, such regulations are included as part of a local jurisdiction's development code, and amendments to such codes can require a somewhat lengthy process, as they typically include providing notice to the state as well as hearing before the local planning commission and governing body. Thus, local governments wishing to impose time, place or manner restrictions on these types of facilities should begin the process this summer. Of note State law already prohibits the manufacturing of psilocybin products outdoors as well as prohibits locating a service center within 1,000 feet of a school. As noted above, service centers are also already prohibited within a residential zone of an incorporated city. Whether additional regulations are necessary is a decision each jurisdiction should make locally.

Some issues local jurisdictions will not need to consider are local licensing requirements, as well as local taxes, because Measure 109 preempted local ordinances on both. The League of Oregon Cities (LOC) has produced model ordinances to be referred to the voters to prohibit the location of psilocybin facilities within a jurisdiction.

OPTIONS

- The City Council could choose to do nothing.
- The City Council could direct staff to prepare an ordinance declaring a ban on psilocybin service centers and the manufacture of psilocybin products and refer it to the voters in November.
- The City Council could direct staff to prepare an ordinance declaring a temporary ban on psilocybin service centers and the manufacturer of psilocybin for two years and refer it to the voters in November.
- The City Council could impose, time, place and manner restrictions on facilities through the development code process

COST IMPACT

- The costs are staff time and legal counsel to prepare documents and file ballot measure.

Department Head
Signature

Date

City Administrator
Signature

Date



MODEL



Model Psilocybin Ordinance & Ballot Measure

JUNE 2022

Cities and counties that desire to prohibit the establishment of psilocybin-related businesses may do so by referral at a statewide general election, meaning an election in November of an even-numbered year. Cities and counties should consult the secretary of state's referral manual and work with the city recorder, elections official, or similar official to determine the procedures necessary to refer an ordinance to the voters.

Once the governing body of a city or county adopts an ordinance, its city or county must submit the ordinance to the Oregon Health Authority (OHA). The OHA will then stop registering and licensing the prohibited businesses until the next statewide general election, when the voters will decide whether to approve or reject the ordinance. In other words, the governing body's adoption of an ordinance acts as a moratorium on new psilocybin-related businesses until the election.

In addition, it is important to note that once election officials file the referral with the county election office, the ballot measure is certified to the ballot. At that point, the restrictions on public employees engaging in political activity will apply. Consequently, cities should consult the secretary of state's manual *Restrictions on Political Campaigning by Public Employees* and their city attorney to ensure that public employees are complying with state elections law in their communications about the pending measure. The model ordinances and ballot measures below contain two versions. The first is a permanent ban of psilocybin-related businesses until the ordinance is repealed and the second acts as a two-year moratorium.

.....

This document is not a substitute for legal advice. City and county councils considering prohibiting psilocybin-related activities should not rely solely on this sample. Any city or county council considering any form of regulation of psilocybin should consult with its city or county attorney regarding the advantages, disadvantages, risks and limitations of any given approach.

Legal counsel can also assist a city or county in preparing an ordinance that is consistent with local procedures, existing ordinances and charter, and advise on what process is needed to adopt the ordinance. The sample provided is intended to be a starting point, not an end point, for any jurisdiction considering prohibiting psilocybin-related activities.

.....

PERMANENT BAN

.....

ORDINANCE NO. _____

AN ORDINANCE DECLARING A BAN ON PSILOCYBIN SERVICE CENTERS AND THE MANUFACTURE OF PSILOCYBIN PRODUCTS

WHEREAS, in November 2020, Oregon voters approved Ballot Measure 109, known as the Oregon Psilocybin Service Act (codified at ORS 475A), which allows for the manufacture, delivery and administration of psilocybin at licensed facilities; and

WHEREAS, ORS 475A.235 provides that the Oregon Health Authority will regulate the manufacturing, transportation, delivery, sale and purchase of psilocybin products and the provision of psilocybin services in the state; and

WHEREAS, the Oregon Health Authority has initiated a rulemaking process to implement the state’s psilocybin regulatory program and intends to begin accepting applications for psilocybin-related licenses on January 2, 2023; and

WHEREAS, as of June {date}, 2022, the Oregon Health Authority has not completed the rulemaking process for implementing the state’s psilocybin regulatory program, and the City of {city} is uncertain how the manufacture, delivery and administration of psilocybin at licensed psilocybin facilities will operate within the city; and

WHEREAS, ORS 475A.718 provides that a city council may adopt an ordinance to be referred to the electors of the city prohibiting the establishment of state licensed psilocybin product manufacturers and/or psilocybin service centers in the area subject to the jurisdiction of the city; and

WHEREAS, the {city} City Council believes that prohibiting psilocybin product manufacturers and psilocybin service centers within the city’s jurisdictional boundaries to enable the adoption of the state’s psilocybin licensing and regulatory program and to allow the city to adopt reasonable time, place, and manner regulations on the operation of psilocybin facilities is in the best interest of the health, safety and welfare of the people of {city}; and

WHEREAS, the City Council seeks to refer to the voters of {city} the question of whether to establish a ban on state-licensed psilocybin product manufacturers and psilocybin service centers within the city’s jurisdictional boundaries.

Now, therefore,

THE CITY OF {CITY} ORDAINS AS FOLLOWS:

Section 1. Prohibition.

The establishment of psilocybin product manufacturers licensed under ORS 275A.290 and psilocybin service centers licensed under ORS 475A.305 is prohibited in the City of {city}.

Section 2. Referral.

This ordinance is referred to the electors of the city of {city} for approval at the next statewide general election on November 8, 2022.

Section 3. Effective Date.

This ordinance takes effect and becomes operative 30 days after the day on which it is approved by a majority of voters.

First reading this ____ day of _____, 2022.

Second reading and passage by this Council this ____ day of _____, 2022.

Signed by the Mayor this ____ day of _____, 2022.

ATTEST:

SIGNED:

{NAME}, City Recorder

{NAME}, Mayor

BALLOT TITLE

A caption which reasonably identifies the subject of the measure.

10-word limit under ORS 250.035(1)(a)

Prohibits psilocybin-related businesses within {city}. [Prohibition sunsets after two years.]

QUESTION

A question which plainly phrases the chief purpose of the measure so that an affirmative response to the question corresponds to an affirmative vote on the measure.

20-word limit under ORS 250.035(1)(b)

Shall {city or county} prohibit {psilocybin-related businesses} in {city or county}?

SUMMARY

A concise and impartial statement summarizing the measure and its major effect.

175-word limit under ORS 250.035(1)(c)

State law allows operation manufacturer, distribution and possession of psilocybin and psilocin. State law provides that a {city or county} council may adopt an ordinance to be referred to the voters to prohibit the establishment of any of those registered or licensed activities.

Approval of this measure would prohibit the establishment of {psilocybin project manufacturers} and/or {psilocybin service center operators} within the area {subject to the jurisdiction of the city} or {in the unincorporated area subject to the jurisdiction of the county.}

EXPLANATORY STATEMENT

An impartial, simple and understandable statement explaining the measure and its effect for use in the county voters' pamphlet.

500-word limit under ORS 251.345 and OAR 165-022-0040(3)

Approval of this measure would prohibit the establishment {and operation} of psilocybin-related businesses within the {city or county}.

A {city or county} council may adopt an ordinance prohibiting the establishment of psilocybin related businesses within the {city or county}, but the council must refer the ordinance to the voters at a statewide general election. The {CITY or COUNTY} OF {NAME} {city or county} council has adopted an ordinance prohibiting the establishment of psilocybin-related businesses within the {city or county} and, as a result, has referred this measure to the voters.

If approved, this measure would prohibit psilocybin-related businesses within the {city or county}.

TWO-YEAR MORATORIUM

ORDINANCE NO. _____

AN ORDINANCE DECLARING A TEMPORARY BAN ON PSILOCYBIN SERVICE CENTERS AND THE MANUFACTURE OF PSILOCYBIN PRODUCTS

WHEREAS, in November 2020, Oregon voters approved Ballot Measure 109, known as the Oregon Psilocybin Service Act (codified at ORS 475A), which allows for the manufacture, delivery and administration of psilocybin at licensed facilities; and

WHEREAS, ORS 475A.235 provides that the Oregon Health Authority will regulate the manufacturing, transportation, delivery, sale and purchase of psilocybin products and the provision of psilocybin services in the state; and

WHEREAS, the Oregon Health Authority has initiated a rulemaking process to implement the state's psilocybin regulatory program and intends to begin accepting applications for psilocybin-related licenses on January 2, 2023; and

WHEREAS, as of June {date}, 2022, the Oregon Health Authority has not completed the rulemaking process for implementing the state's psilocybin regulatory program, and the City of {city} is uncertain how the manufacture, delivery and administration of psilocybin at licensed psilocybin facilities will operate within the city; and

WHEREAS, ORS 475A.718 provides that a city council may adopt an ordinance to be referred to the electors of the city prohibiting the establishment of state licensed psilocybin product manufacturers and/or psilocybin service centers in the area subject to the jurisdiction of the city; and

WHEREAS, the {city} City Council believes that prohibiting psilocybin product manufacturers and psilocybin service centers within the city's jurisdictional boundaries to enable the adoption of the state's psilocybin licensing and regulatory program and to allow the city to adopt reasonable time, place, and manner regulations on the operation of psilocybin facilities is in the best interest of the health, safety and welfare of the people of {city}; and

WHEREAS, the City Council seeks to refer to the voters of {city} the question of whether to establish a two-year temporary ban on state-licensed psilocybin product manufacturers and psilocybin service centers within the city's jurisdictional boundaries.

Now, therefore,

THE CITY OF {CITY} ORDAINS AS FOLLOWS:

Section 1. Prohibition.

The establishment of psilocybin product manufacturers licensed under ORS 275A.290 and psilocybin service centers licensed under ORS 475A.305 is prohibited in the city of {city}.

Section 2. Referral.

This ordinance is referred to the electors of the city of {city} for approval at the next statewide general election on November 8, 2022.

Section 3. Effective Date.

This ordinance takes effect and becomes operative 30 days after the day on which it is approved by a majority of voters.

Section 4. Sunset.

This ordinance is repealed on December 31, 2024.

First reading this ____ day of _____, 2022.

Second reading and passage by this Council this ____ day of _____, 2022.

Signed by the Mayor this ____ day of _____, 2022.

ATTEST:

SIGNED:

{NAME}, City Recorder

{NAME}, Mayor

BALLOT TITLE

A caption which reasonably identifies the subject of the measure.

10-word limit under ORS 250.035(1)(a)

Prohibits psilocybin-related businesses within {city}. [Prohibition sunsets after two years.]

QUESTION

A question which plainly phrases the chief purpose of the measure so that an affirmative response to the question corresponds to an affirmative vote on the measure.

20-word limit under ORS 250.035(1)(b)

Shall {city or county} prohibit {psilocybin-related businesses} in {city or county}?

SUMMARY

A concise and impartial statement summarizing the measure and its major effect.

175-word limit under ORS 250.035(1)(c)

State law allows operation manufacturer, distribution and possession of psilocybin and psilocin. State law provides that a {city or county} council may adopt an ordinance to be referred to the voters to prohibit the establishment of any of those registered or licensed activities.

Approval of this measure would prohibit the establishment of {psilocybin project manufacturers} and/or {psilocybin service center operators} within the area {subject to the jurisdiction of the city} or {in the unincorporated area subject to the jurisdiction of the county.}

EXPLANATORY STATEMENT

An impartial, simple and understandable statement explaining the measure and its effect for use in the county voters' pamphlet.

500-word limit under ORS 251.345 and OAR 165-022-0040(3)

Approval of this measure would prohibit the establishment {and operation} of psilocybin-related businesses within the {city or county}.

A {city or county} council may adopt an ordinance prohibiting the establishment of psilocybin related businesses within the {city or county}, but the council must refer the ordinance to the voters at a statewide general election. The {CITY or COUNTY} OF {NAME} {city or county} council has adopted an ordinance prohibiting the establishment of psilocybin-related businesses within the {city or county} and, as a result, has referred this measure to the voters.

If approved, this measure would prohibit psilocybin-related businesses within the {city or county} until December 31, 2024.

CITY OF GLADSTONE ZONING

- Local Commercial - C1
- Community Commercial - C2
- General Commercial - C3
- Light Industrial - LI
- Multi-Family Residential - MR
- Office Park - OP
- Open Space - OS
- Single-Family Residential - R5
- Single-Family Residential - R7.2

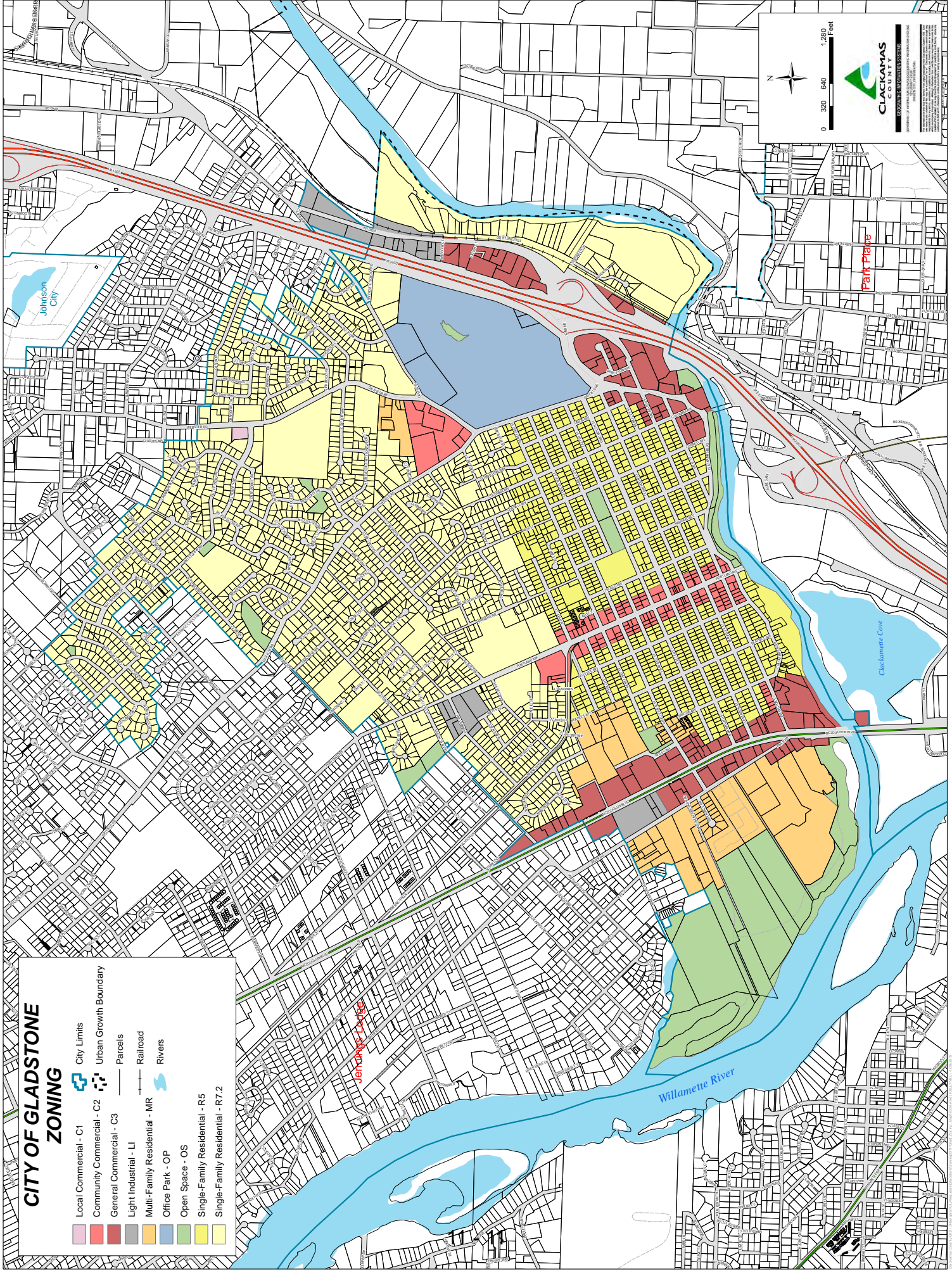
- City Limits
- Urban Growth Boundary
- Parcels
- Railroad
- Rivers

Jenkinson Drive

Willamette River

Park Place

CLATSOP COUNTY
 CLATSOP COUNTY PLANNING DEPARTMENT
 1000 COMMERCIAL AVENUE, SEASIDE, OR 97138
 (503) 738-2200



City of Gladstone
Staff Report

Report Date: July 5, 2022
Meeting Date: July 12, 2022
To: Mayor and City Council
From: Jacque Betz, City Administrator

AGENDA ITEM:

Appointment to the Traffic Safety Advisory Board

History/Background:

Please be advised there are two (2) vacant terms on the Traffic Safety Advisory Board, both terms to expire 12-31-2024. There are currently five Traffic Safety Advisory Board members, Nathan Page, Mindy Proski, Yvonne McNeil, Jeffrey Johnson and Andrew Labonte.

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

- Alexandra Hernandez

Options:

- 1) Appoint Traffic Safety Advisory Board member to term that expires 12-31-2024.
- 2) Do not appoint Traffic Safety Advisory Board member.
- 3) Continue to advertise for vacant position.

Cost Impact:

No impact.

Department Head Signature
Date: 07/05/2022


City Administrator Signature
Date: 07/05/2022

CITY OF GLADSTONE

APPLICATION FOR APPOINTMENT TO CITIZENS COMMITTEES



- Budget Committee
- Park & Recreation Advisory Board
- Planning Commission
- Senior Center Advisory Board
- Traffic Safety Advisory Board
- Audit Committee

NAME: Alexandra Hernandez

ADDRESS: Braden Ct Gladstone OR 97027

TELEPHONE: (HOME) _____ (WORK/CELL) 8

EMAIL: @gmail.com

HOW LONG HAVE YOU LIVED IN GLADSTONE: 2 years (11 years in Portland metro)

OCCUPATION/EMPLOYER (state your specific line of business):
Talent manager @ OPENSESAME

DESCRIBE YOUR ACTIVITIES AND INTERESTS:
Community, Family, outdoors

PREVIOUS AND CURRENT COMMUNITY AFFILIATIONS AND ACTIVITIES, INCLUDING CITY APPOINTMENTS:
Victims Advocate, Clackamas County DA
Community Alliance of tenants, Portland
Gladstone Kids Closet, Volunteer

Are you a Registered Voter? YES NO

Have you ever applied for a Position Before? YES NO

If yes, when? _____ What Board, Commission or Committee? _____

Why would you like to serve on this Board, Commission or Committee?
(Attach additional materials or information if you wish). _____
Im worried about the safety of Pedestrians and children playing outside.

SIGNATURE: [Signature] DATE: May 30, 2022

Please note: The information submitted in this application may be subject to public records law and will be included in a publicized City Council packet.

**BUSINESS
CARRIED
FORWARD**



Timeline to prepare 2023-25 Board, Committee, Commission Work Plans, City Council Goals, Budget preparation

November 22, 2022

- Work session with City Council and Boards, Committees, and Commissions on 2023-25 work plan

Friday December 2, 2022 Department Head Retreat

- Work Plan and department goals discussion in preparation for the City Council Goal Setting session

December 13, 2022

- Adopt Boards, Committees, and Commissions work plans

January 13-14, 2023

- City Council Goal Setting for 2023-25

February 2023

- 2023-25 Budget begins
 - Draft department head submittals

**CITY COUNCIL
MONTHLY
ACTIVITY
REPORTS**

MAYOR TAMMY STEMPEL

JUNE 2022 – CIVIC ACTIVITY DETAIL

MEETINGS - ACTIVITIES

- 6/1/2022
 - Meeting with 7th Day Adventist Church
 - Food Pantry
 - Regional Water Providers
- 6/2/2022
 - Clackamas County Coordinating Committee
 - Governors Economic Meeting
- 6/3/2022
 - Meeting with Jaime McLeod-Skinner
- 6/6/2022
 - Meeting with Jacque – Agenda Review
- 6/7/2022
 - City Council Meeting
 - Citizen Meeting - Schools
- 6/8/2022
 - Food Pantry
- 6/11/2022
 - Review Council Packet
- 6/12/2022
 - Review Council Packet
- 6/13/2022
 - C4 Executive Committee Meeting
 - Parks and Rec Meeting
- 6/14/2022
 - Nature Park – Release the Butterflies Event
 - City Council Meeting
 - Climate Action Meeting
- 6/15/2022
 - GEMS Meeting
 - Food Pantry
- 6/16/2022
 - Food Pantry
 - Historical Society Meeting
 - Governors Update
- 6/17/2022
 - City Fire Dept. BBQ
- 6/18/2022
 - Milwaukie Historical Museum Open House
- 6/21/2022
 - Meeting with Jacque
- 6/22/2022
 - Food Pantry

- 6/23/2022 - Infrastructure Funding Class
- 6/25/2022 - Caterpillar Festival
- Butterfly Hill Dedication
- 6/26/2022 - Prepare for Tukwila Springs Event
- 6/27/2022 - Tukwila Springs Event
- 6/28/2022 - City Council Meeting
- 6/29/2022 - Food Pantry
- 6/30/2022 - Check in with Regional Mayors
- Cookies for City 4th of July 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

**PRELIMINARY
CITY COUNCIL
AGENDA
PLANNING
DOCUMENT**

July 26, 2022 City Council Worksession 5:30 PM		
	Gladstone Community Event Sponsorship Program	CA Betz/LB Consulting
	Consider approving an ordinance to modify Chapter 5.04 Business Taxes and Licenses	CR Bannick/CA Jacobs/Driscoll
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
	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
	Consider approving an ordinance to modify Chapter 5.04 Business Taxes and Licenses	CR Bannick/CA Jacobs
Tent	Contract with Oregon City Chamber to distribute ARPA Funds to Gladstone businesses	CA Betz
August 23, 2022 City Council Work Session 5:30 pm		
	Child care for all in Clackamas County	Bridget Dazey, Clackamas Workforce Partnership
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) 	

Gladstone City Council Preliminary Agendas

Report	Clackamas Fire District #1	Fire Chief Browne
	Consider proposed amendments to the C-2 Zoning District and new Downtown Overlay Zone	CA Betz/MIG/JS
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) 	
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		
	Boards, Committees, and Commission's Work Plans for 2023-25	

Gladstone City Council Preliminary Agendas

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
	Adopt Boards, Committees, and Commissions Work Plans for 2023-25	
	Update the Master Fee Schedule for the rate changes and senior center fee for rentals.	
January 10, 2023 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 (December 2022) 	
	Swearing In- of Elected Officials	Judge
	Update Master Fee Schedule to include Senior Center Rental Fees	
To Be Set		
	Updated Gladstone Employee Personnel Handbook	
	Severely Rent Burdened Meeting	
	Banking Services for the City of Gladstone	
	Budget Calendar for 2023-25	
	Consider approval of the collective bargaining agreement with the City of Gladstone and Gladstone Police Association	