



**GLADSTONE CITY COUNCIL WORK SESSION AND SPECIAL MEETING
CIVIC CENTER COUNCIL CHAMBERS
November 22, 2022 - 5:30 PM**

5:30 p.m.
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/83916999347?pwd=YWZRN1ZqV0FvTHNoSmYxVFpVkJNaZz09>

Passcode: 151916

Or One tap mobile :

US: +12532158782,,83916999347#,,,,*151916# or +13462487799,,83916999347#,,,,*151916#

Or Telephone:

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

US: +1 253 215 8782 or +1 346 248 7799 or +1 669 444 9171 or +1 719 359 4580 or +1 720 707 2699 or +1 253 205 0468 or +1 507 473 4847 or +1 564 217 2000 or +1 646 558 8656 or +1 646 931 3860 or +1 689 278 1000 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 360 209 5623 or +1 386 347 5053

Webinar ID: 839 1699 9347

Passcode: 151916

The public is welcome to attend the Work Session in person, or on-line however, no public comment will be allowed.

REGULAR WORK SESSION

1. REPORT- PRESENTATION FROM TUKWILA SPRINGS

Elise Anderson, Director of Property Management Home Forward, Tanika Cutsforth, Asset Manager Clackamas County Housing Authority, and Biljana Jesic, Resident Services Home Forward, will provide an update on Tukwila Springs.

2. CITY BOARDS, COMMITTEES, AND COMMISSION WORK PLANS FOR 2023 AND 2024

The Chairs and staff representative from the Parks and Recreation Board, the Traffic Safety Commission, the Planning Commission, and the Senior Center Advisory Board will present their work plans for calendar year 2023 and 2024.

ADJOURN

SPECIAL MEETING:

If members of the public would like to comment on an agenda item please email your comments to bannick@ci.gladstone.or.us prior to 12:00 p.m. (noon) on November 22, 2022.

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

3. CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

Consider approval of the January 2023 – July 2024 employment agreement between City Administrator Jacquie Betz and the City of Gladstone

Upcoming Meeting Dates:

- December 13, 2022- Regular City Council Meeting- 6:30 p.m.
- December 27, 2022- No Meeting- Holiday week.

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.

WORK SESSION

#1

City of Gladstone Staff Report

Report Date: November 15, 2022
Meeting Date: November 22, 2022
To: Gladstone City Council
Via:
From: Jacque M. Betz, City Administrator

AGENDA ITEM

Presentation from Tukwila Springs

- Elise Anderson, Director of Property Management Home Forward
- Tanika Cutsforth, Asset Manager Clackamas County Housing Authority
- Biljana Jescic, Resident Services Home Forward

History/Background (Information provided by Clackamas County)

- Tukwila Springs is the first project completed within Clackamas County that utilizes Metro Affordable Housing Bond funds. This funding accounts for ~29% of the project cost, or \$5.6 million.
- Grand Opening held June 27, 2022.
- Project funding also came from Oregon's Permanent Supportive Housing program (\$2.4 million).
- Residents have access to many Supportive Housing Services on site. This will include case management and onsite resident services, such as help accessing behavioral/physical health care services, and connecting to education/employment assistance, and access to healthy foods.

Target residents

These homes – 48 units in total – are for older adults (50+) who make less than 30% of the area median income and need supportive services. This could be seniors living on fixed incomes or veterans who may need extra support. Further priority will be given to:

- People experiencing homelessness who are in need of permanent homes
- Persons living with disabilities
- Gladstone residents
- 12 units will be prioritized for residents requesting culturally specific supportive housing services for Native Americans who are referred by NARA (Native American Rehabilitation Association)

Applicants will be referred through the county's Coordinated Housing Access (CHA) wait list.

Building Facts/Amenities

- This 2.2-acre site was last closed in 2017 under private ownership. Tukwila Springs is the rehabilitation of a former congregate care facility originally constructed in 1967.
- 48 residential units – a mix of studios (40) and single-room occupancy (8) units
- Units have full private bathrooms and food prep/kitchen areas.
- Common areas include community kitchen, dining hall, living room, laundry room, and more.
- Building has landscaped courtyard and community garden.

Project details

- **Site rehabilitation** included site demolition, extensive landscaping, parking lot upgrades, the full abatement of hazardous materials including removal of all asbestos-containing materials, replacement of antiquated plumbing and heating systems, energy efficient electrical and lighting upgrades, and building code and accessibility upgrades.
- **Envelope upgrades** include new insulation, weatherproofing, windows, doors, and exterior cladding. Interior upgrades include new flooring, wall and ceiling finishes, plumbing fixtures, lighting and the renovation and redesign of common areas to best suit the proposed population.
- **Unit upgrades** include the addition of full bathrooms in every unit and kitchens or kitchenettes in most units.
- **Energy efficiency** was key to the project. Every unit includes heating and cooling and is outfitted with Energy Star appliances and light fixtures, and low-flow toilets and faucets. Durable and resilient materials are used throughout. The building is renovated to Earth Advantage Gold Certification standards.
- **Common area amenities** include a community kitchen, a dining hall, a spacious community living room, a wellness room, exam room, a laundry room, indoor bike parking, management and services offices, and various meeting and conferences spaces.
- **Outdoor amenities** include a beautifully landscaped courtyard, outdoor seating areas, and a community garden for resident use. Landscaping is drought resistant. Regular bus lines provide direct access to downtown Milwaukie, Clackamas Community College, Oregon City Transit Center, Clackamas Town Center and MAX Green and Orange Max lines.

Project cost/funding/partners

All numbers below are approximate.

Total project cost: \$19.4 million. Breakdown:

- Low Income Housing Tax Credits: \$6.4 million (33%)
- Metro Affordable Housing Bond: \$5.6 million (28.9%)
- Tax-exempt Construction and Permanent Financing: \$4.6 million (23.7%)
- Permanent Supportive Housing (state): \$2.4 million (12.4%)
- Clackamas County HOME funds: \$400K (2%)

Developer: Housing Authority of Clackamas County
General contractor: Walsh Construction
Architect: Carleton Hart Architecture
Property manager and service coordinator: Home Forward

Recommendation

There is no action requested. This item is for informational purposes only. Management representatives from Tukwila Springs will provide additional information at the Council meeting.

Department Head
Signature

Date

Jacques M. Betz 11/17/22

City Administrator
Signature

Date



Tukwila Springs

1 - 4

Gladstone City Council Presentation

November 2022



Home Forward
Property
Management

Home Forward
Resident
Services

Housing and
Community
Development

Native American
Rehabilitation
Association

Property Overview

Applicants are:

- 50 years old or older and have a disabling condition
- Exiting homelessness or at risk of becoming unhoused
- Referred through the County's Coordinated Housing Access

Waitlist preferences for applicants who are:

- Chronically homeless and living in the Gladstone area
- Native American

All apartments have rental subsidy and wrap around services referred to as Permanent Supportive Housing (PSH)

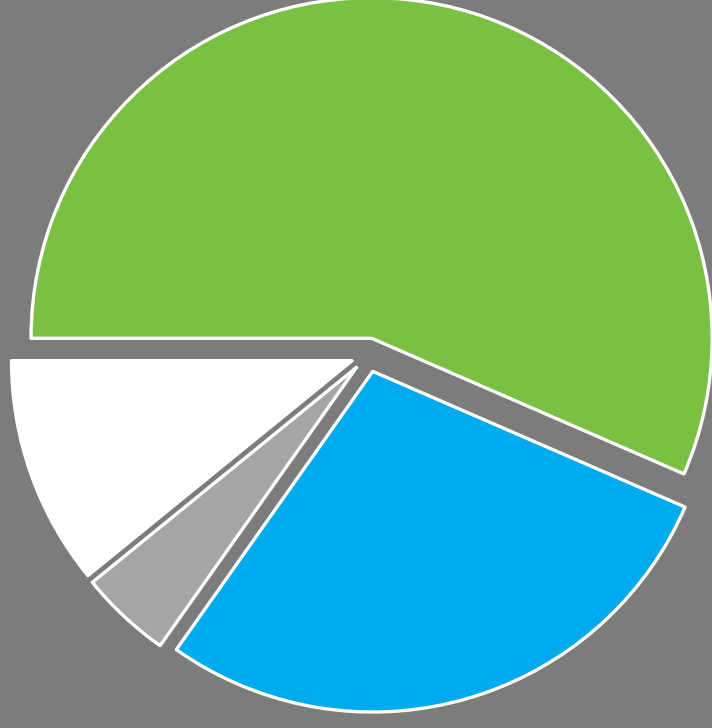


Resident Demographics

- Median age- 59 years old
- Average Annual Income- \$5,900

1 - 7

Ethnicity



■ White ■ Native American □ Asian ■ Undisclosed

What PSH is

1 - 8

- Deep rental subsidies combined with supportive services
- For individuals/families experiencing or at-risk of homelessness with complex barriers to housing
- Provides resident-led independent living with supports needed for long-term stability
- Housing First approach
- Proven outcomes-based best practice for housing success*

*Study finds permanent supportive housing is effective for highest risk chronically homeless people. Study Finds Permanent Supportive Housing is Effective for Highest Risk Chronically Homeless People | UC San Francisco. (2022, October 27). Retrieved October 27, 2022, from <https://www.ucsf.edu/news/2020/09/418546/study-finds-permanent-supportive-housing-effective-highest-risk-chronically#:~:text=Researchers%20found%20that%20that%2086%20percent,their%20housing%20for%20several%20years>

- The best placement for everyone experiencing homelessness
- A short-term housing intervention
- Adult foster care for people needing daily assistance
- A residential behavioral health program
- “Unassisted” Living

What PSH is not

On-site Team and positions

HF Property Management	HF Resident Services	Other Resident Services	Others
<ul style="list-style-type: none"> Property Manager (.50) Asst. Property Manager (.50) Maintenance Mechanic (.20) 	<ul style="list-style-type: none"> Resident Service Coordinator (1) Resident Specialists (3) 	<ul style="list-style-type: none"> Case Managers through NARA (3) 	<ul style="list-style-type: none"> Overnight Security (started 10/24) Partnerships

Who to call? HF Property Management triages all phone calls and emails.

The number at the property is **971-417-2430**

Property Email Address is **TukwilaSprings@homeforward.org**

Partnerships

- NARA
- Gladstone School Food Pantry
- Gladstone Senior Center
- Friends of Gladstone Nature Park
- Clackamas Community College Nursing Program
- Transportation Reaching People



What's Next?

- Adding two NARA case managers
- People who are interested in accessing the site should reach out to Clackamas County Coordinated Access
- We are in the process of planning future events involving residents of Tukwila Springs and neighbors

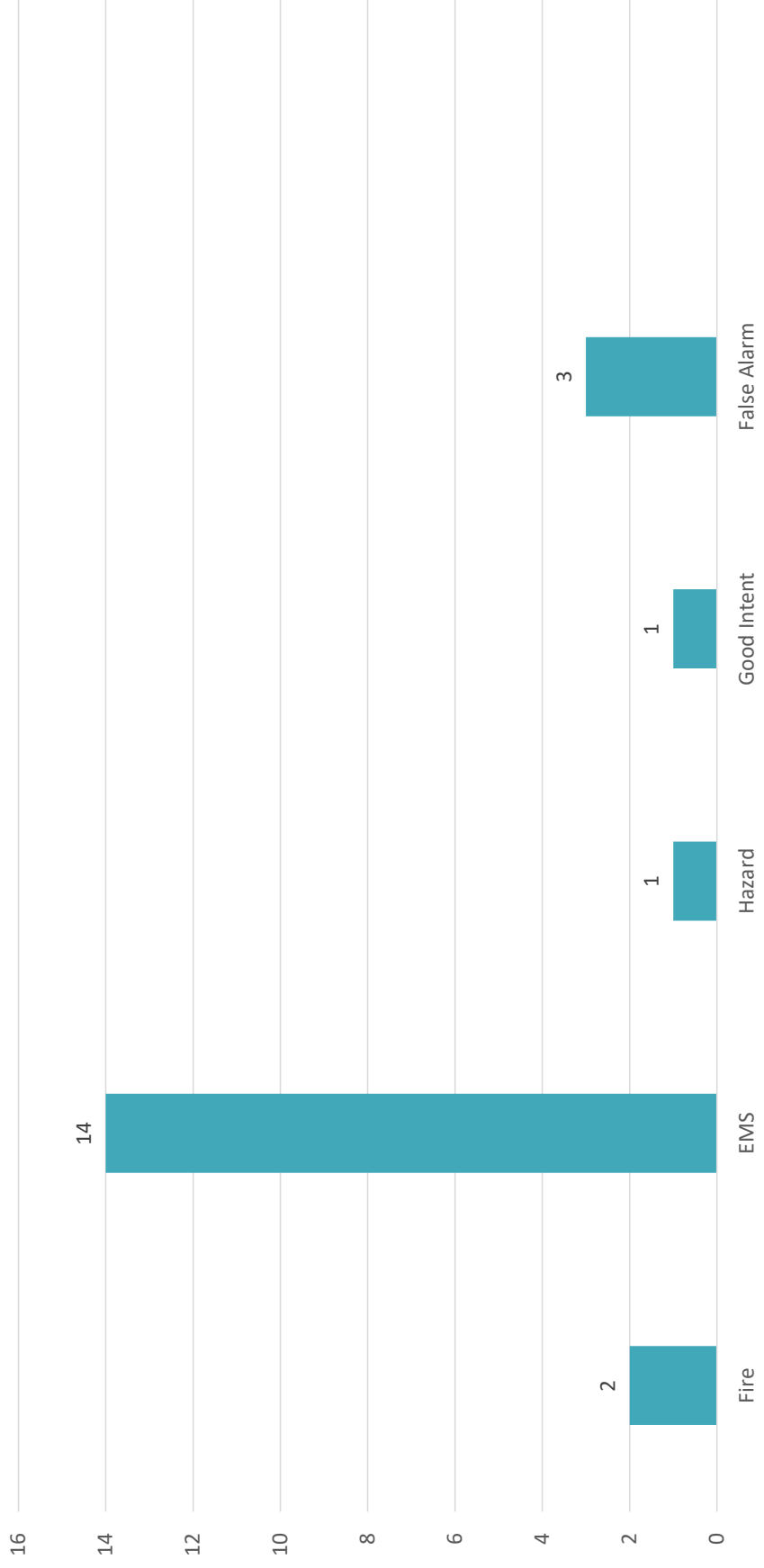


Clackamas Fire District #1

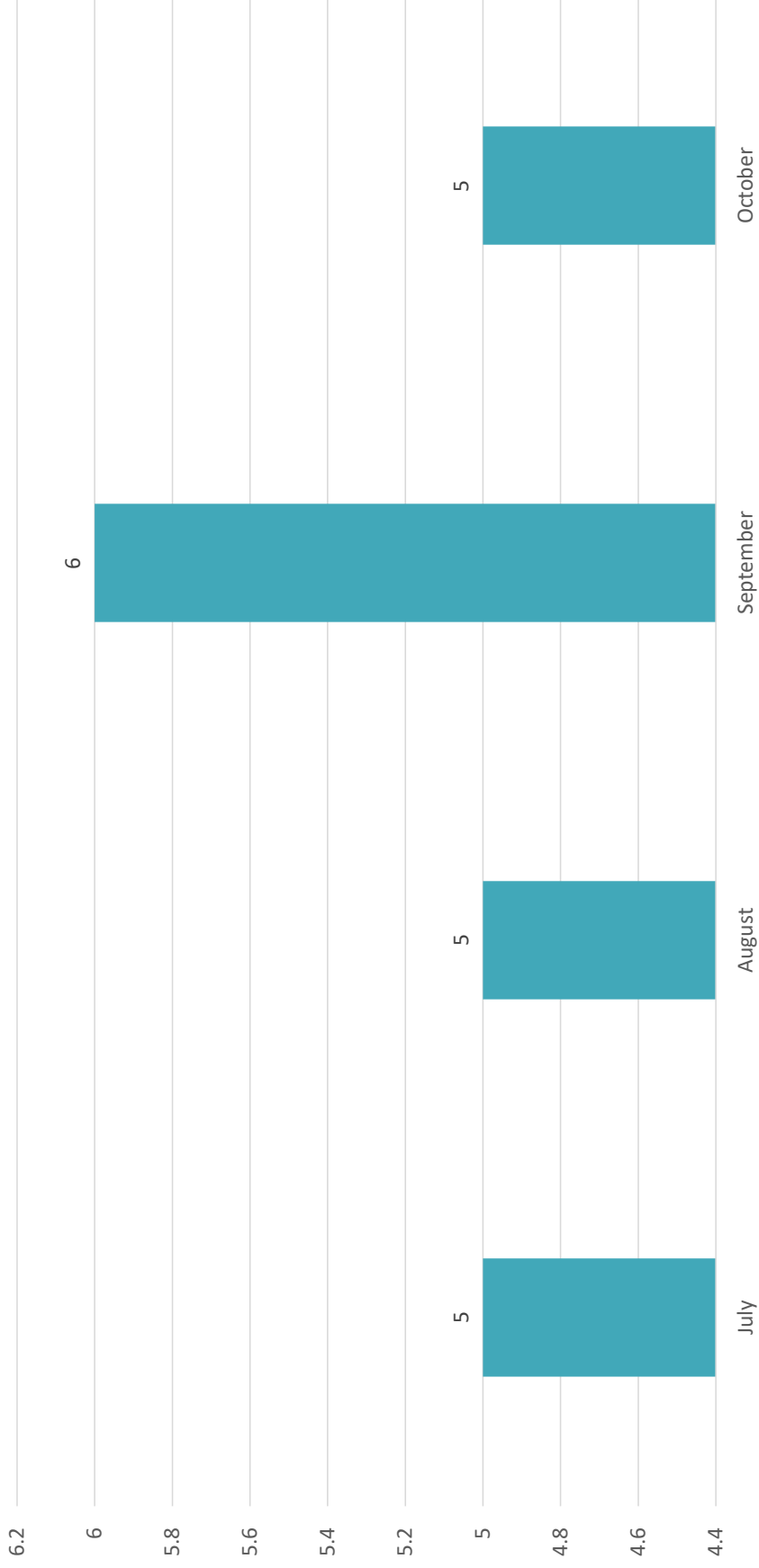
Date Range 6/27/2022 – 11/8/2022

21 Total Responses

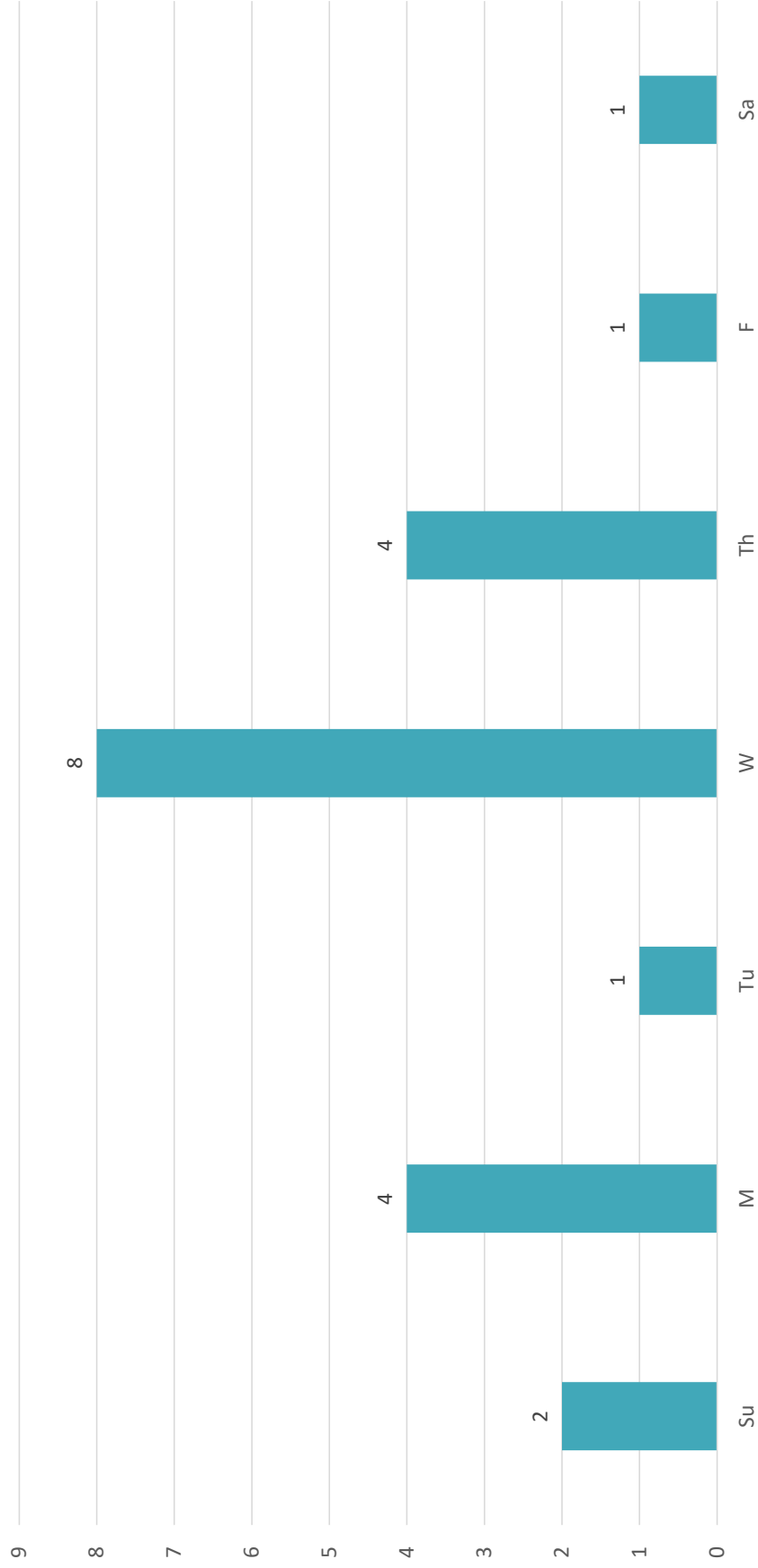
Responses by Incident Type



Responses by Month



Responses by DoW



1 - 16



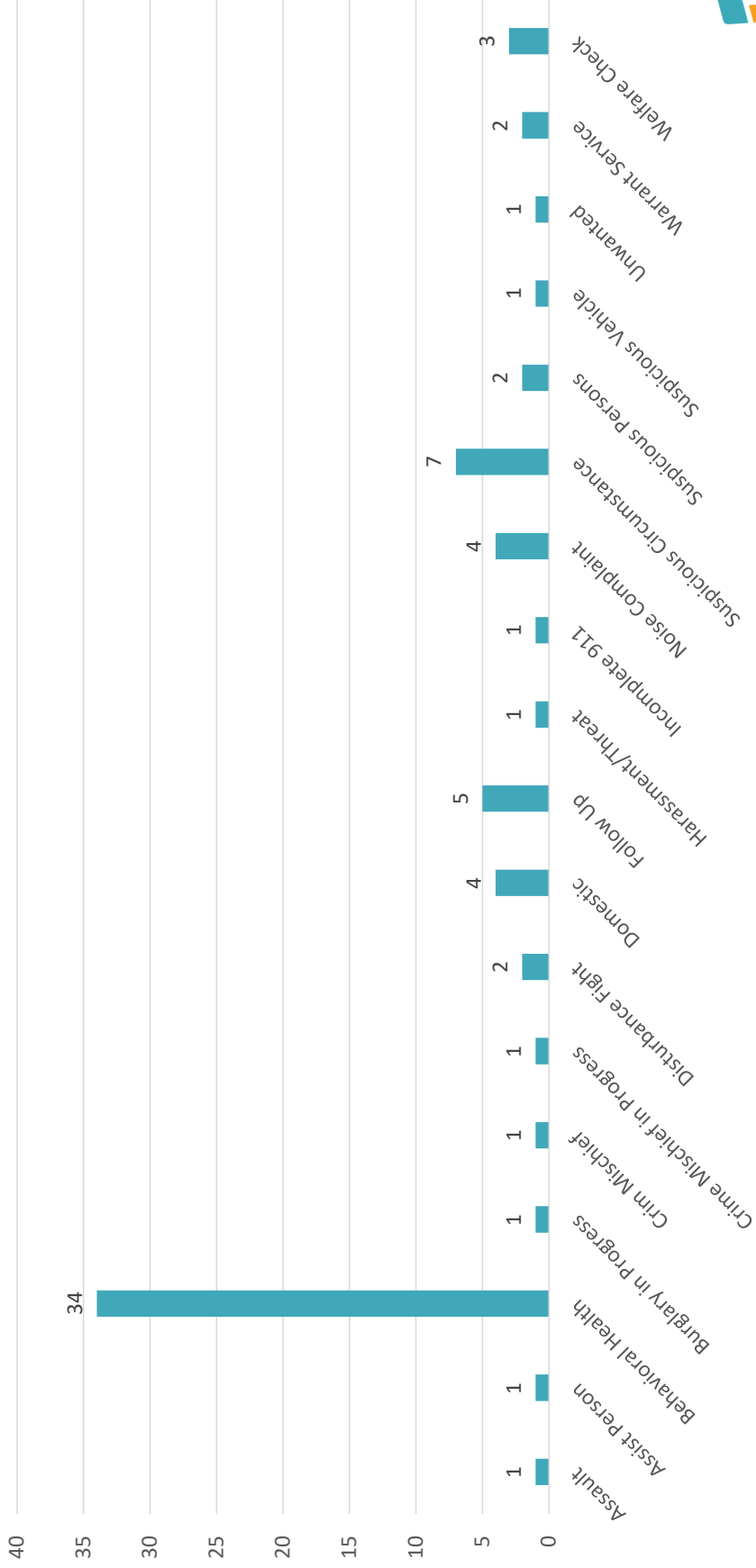
GLADSTONE
Oregon

Gladstone Police Department

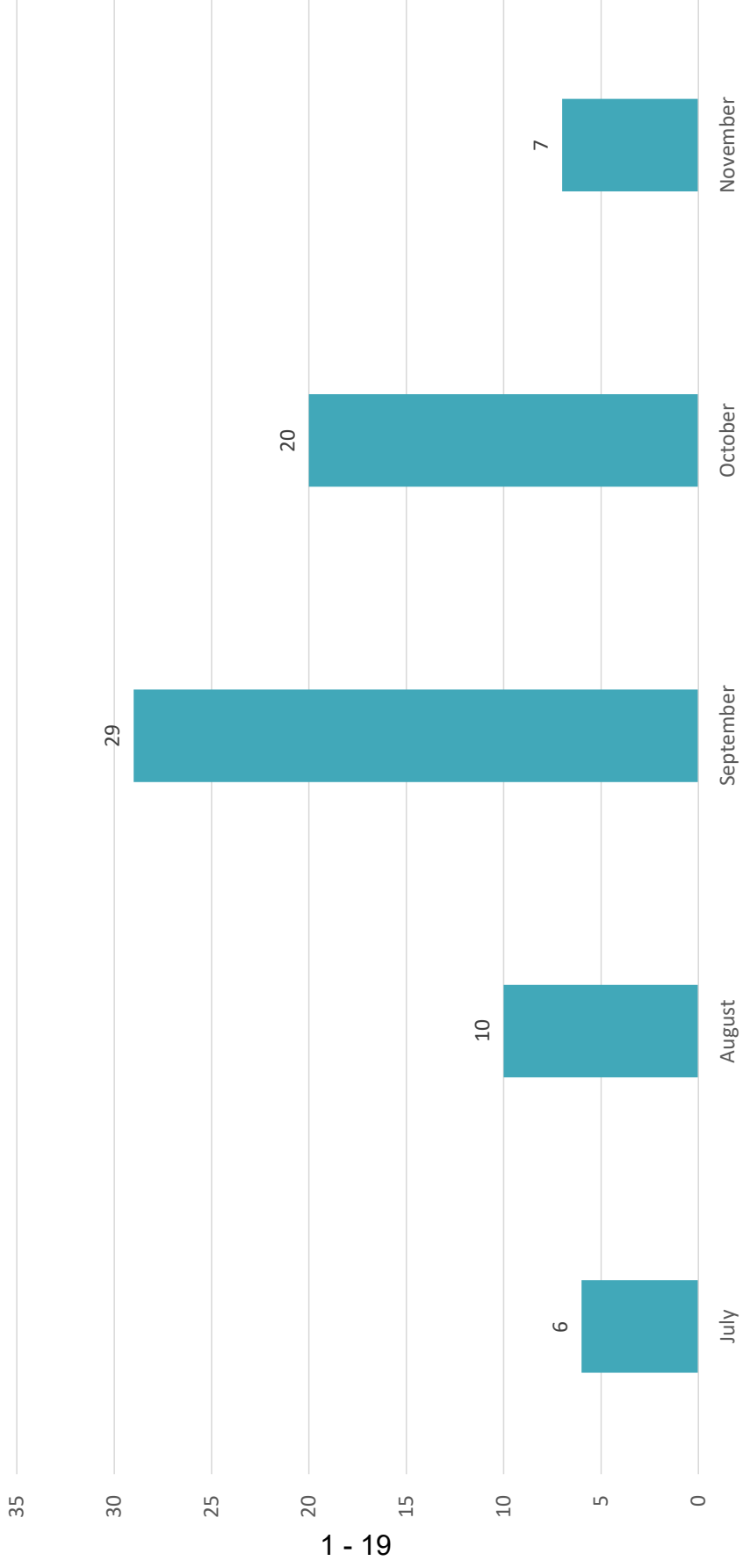
Date Range 6/27/2020 – 11/7/2022

72 Total Responses

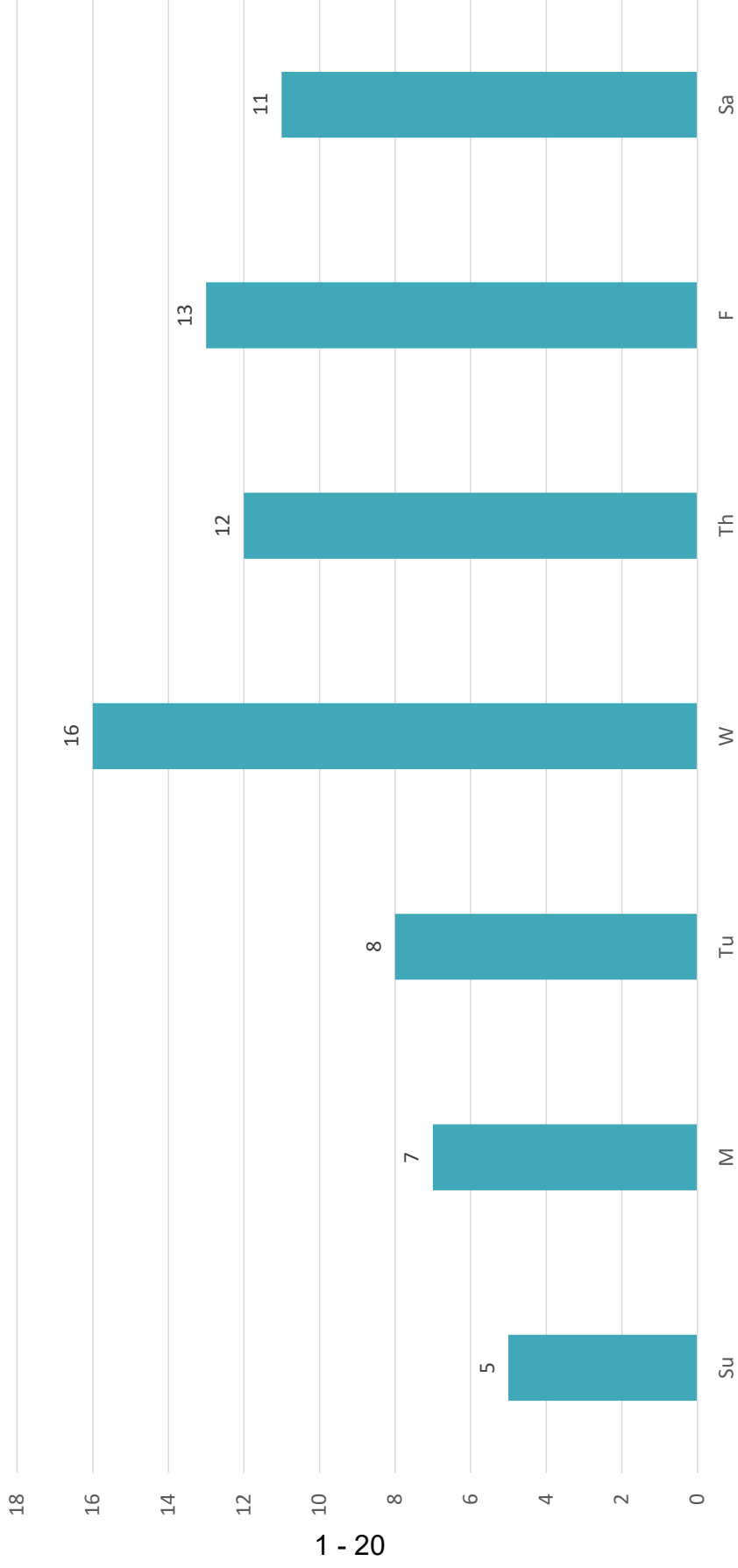
Responses by Incident Type



Responses by Month



Responses by DoW



**WORK
SESSION
#2**

City of Gladstone Staff Report

Report Date: November 15, 2022
Meeting Date: November 22, 2022
To: Gladstone City Council
Via:
From: Jacque M. Betz, City Administrator

AGENDA ITEM

City Boards, Committees, and Commission Work plans for calendar year 2023 and 2024.

History/Background

The Parks and Recreation Board, Traffic Safety Commission, Planning Commission, and the Senior Center Advisory Board have worked diligently to prepare a work plan for the calendar year 2023 and 2024.

These work plans will guide management's discussions during our Department Head Retreat on December 2, 2022. The purpose of the retreat is for each department to prepare its *Areas of Focus* for the next two years.

The *Areas of Focus* will be presented to the Gladstone City Council at their City Council Goal Setting session on January 14, 2023.

Once the City Council has developed goals for 2023 and 2024, we will be able to align the next biennium budget (2023-25) with these goals to achieve the objectives.

Recommendation

There is no action requested. This item is for informational purposes only.

Department Head
Signature

Date


City Administrator
Signature

11/16/22

Date



Traffic Safety Advisory Board Work Plan 2023-2024

GOALS FOR 2023-2024:

The Traffic Safety Advisory Board has reviewed the 2022 goals and revised its goals for 2023-2024. The top priorities focus on pedestrian safety and we are providing them as recommendations for council consideration. These recommendations are pedestrian safety based and at least one is linked to a goal of the parks commission.

1. Reduce speed on Oatfield from 35 MPH to 30 MPH north to city limits.
2. Reduce speed on Webster from 35 MPH to 30 MPH from Oatfield east to city limit.
3. Add a crosswalk at Jennings Ave and Valley View Rd.
4. Remain involved in community events, bike rodeo, community festival and all other opportunities.
5. Select a student from Gladstone High School to act as a liaison and participate with the Traffic Safety Advisory Board.
6. Develop and provide safe driving educational information to Gladstone High School.
7. Strategy Development for Tolling
8. TSP Prep for 2025



City of Gladstone Strategic Plan
Years 2023-2024

The Parks and Recreation Advisory Board Goals are to: To facilitate and implement parks improvement projects. Work to identify sustainable revenue sources and implement a plan to begin collecting revenue for our parks system. While create systems that will lay the foundation for future recreation programming	Priority 1 2 3 4 5...
Robin Hood Park Improvements	1
Meldrum Bar Park Improvements	2
Install secondary loop walking trail at Nature Park (would prefer it to be paved and linked with the primary trail)	3
Ridgegate Property, Parcel A: Install educational signage and park bench on Parcel A.	4
Complete Highway 99E trail crossing from Dahl Beach to Charles Ames Park	5
Rezone the Nature Park as Open Space per Master Plan/MB	6
Nick Shannon Park Improvements: Refer to list of proposed improvements	7
Research and implement park user fees specific to: Rental of covered park structures rental/reservations at Gladstone City Parks	8
Community-partner on events that maintain citizen involvement: Consider ways to make the process more user friendly to encourage event partnerships.	9
Research recreation programming that could be linked to the Transient Lodging Tax	10



GLADSTONE PLANNING COMMISSION WORK PLAN OBJECTIVES – 2023 - 2025

OBJECTIVES		SCORE				
		1	2	3	4	5
		2023	2024			
1.	Consideration of whether the City undertakes a major re-write of its zoning regulations to streamline the code and to bring it into better alignment with recent city policy initiatives and strategic goals.					
2.	Update the City's comprehensive plan; specifically incorporate the Downtown Revitalization Plan and Overlay Zone if adopted.					
3.	Undertake the work necessary to implement the State's new Climate Friendly & Equitable Communities initiatives.					
4.	Pursuit of Certified Local Government status.					
5.	Transportation Parking Management / Strategies – possible code amendments (if not included as part of item #3)					



Gladstone Senior Center Advisory Board

WORKPLAN- Calendar Yr. 2023 - 2024

Priority/Focus for the center:

A. We will continue expanding services/programming offered to community members of Gladstone

Examples: partnerships/collaborations/increasing staffing/roles

B. Continue developing the Center's Capacity/ SPACE/ USAGE/ Modernization/Improvements

Examples: (*facility interior/exterior*)

C. Community Engagement of Center ie., Education on Aging/Intergenerational/Wellness

Examples: Re-instating mission statement/vision/re-naming center/adding to our Advisory Board new members

SPECIAL MEETING

City of Gladstone Staff Report

Report Date: November 16, 2022
Meeting Date: November 22, 2022
To: Gladstone City Council
From: Chad Jacobs, City Attorney

AGENDA ITEM

Approval to renew City Administrator's Employment Agreement

History/Background

The Council's contract with City Administrator Betz is set to expire on December 31, 2022. Under the current agreement, the City Council had the option (with Administrator Betz's concurrence) to extend the agreement. Conversely, the Council could have let the agreement expire, but to do so, the Council would have needed to provide Administrator Betz with 120 calendar days written notice. Rather than provide such notice, the Council directed the City Attorney's Office to work with Councilor Tracy to seek an extended contract with Administrator Betz.

Councilor Tracy and Chad Jacobs from the City Attorney's Office met with Administrator Betz to discuss options for a contract extension. The attached contract is a result of those discussions.

Proposal

The proposed contract follows the existing contract with the following changes:

1. Establishing a new term from January 1, 2023 to June 30, 2024. (See Section II.A)
2. Requiring a performance evaluation to be completed by the City Council per the Council Rules beginning in February 2024. (See Section VII.B)
3. Increasing the Administrator's salary by 5% at the beginning of the new term (January 1, 2023) and again on January 1, 2024. (See Section IV.A)
4. Increasing Administrative Leave from 40 hours to 80 hours. (See Section IV.B)

As noted above, all other substantive terms of the agreement remain the same.

Options

1. Approve the contract as proposed.
2. Offer a contract to Administrator Betz on separate terms than proposed.

Cost Impact

Salary increase costs.

Recommended Action

The City Attorney's Office and Councilor Tracy recommend Council approval of the proposed contract.

EMPLOYMENT AGREEMENT
between
THE CITY OF GLADSTONE, OREGON
and
Jacque Betz

THIS EMPLOYMENT AGREEMENT is made and entered this _____ day of _____, 2022 (last dates signed by both parties below), by and between the CITY OF GLADSTONE, OREGON (herein referred to as "CITY") and Jacque Betz (Hereinafter referred to as 'EMPLOYEE').

WITNESSETH

WHEREAS, CITY and EMPLOYEE have maintained a professional and businesslike relationship via a written agreement, which is set to expire on December 31, 2022; and

WHEREAS, CITY and EMPLOYEE desire to continue their relationship pursuant to a written agreement, which is intended to serve as the basis for effective communication and to avoid misunderstanding as well as outline the various rights and duties of the Parties.

NOW, THEREFORE, in consideration of mutual covenants herein contained and for the consideration herein specified, CITY and EMPLOYEE mutually agree:

SECTION 1, EMPLOYMENT, DUTIES AND AUTHORITY.

- A. The CITY agrees to continue to employ EMPLOYEE as its City Administrator and EMPLOYEE has agreed to accept continuation of said employment. EMPLOYEE understands and agrees that she is for all purposes under this Agreement an at-will employee subject to the provisions of this employment agreement.
- B. The duties of EMPLOYEE, consistent with state law, the Gladstone City Charter, and pertinent ordinances shall include, but not be limited to, the following:
 1. Exercise control and supervision of all activities, departments and offices of the government except the office of Municipal Judge and office of City Attorney, and shall as a member of a committee including the City Administrator, and such members of the City Council as determined by the Mayor and City Council, make recommendations to the Mayor and the City Council as to the appointment of certain positions as determined by the Gladstone Municipal Code 2.12.030 and the Gladstone City Charter. The City Recorder and department heads mentioned above shall be appointed by the Mayor and City Council after due consideration is given to the recommendation of the Committee. The City Administrator shall be responsible for the removal of all employees including department heads in accordance with the provisions of the city's personnel resolution and personnel policies. Before the City

- Administrator takes action to remove the City Recorder or a department head, the City Administrator shall consult with the City Council.
2. Be the chief budget and fiscal officer of the city and shall perform the functions of budget officer as prescribed by the Local Budget Law of Oregon (ORS Chapter 294). Shall provide the Mayor and Council an annual fiscal year-end report showing the differences between revenues and expenditures and the ending cash balances for each fund as soon as possible after June 30th. Shall ensure that the accounts and fiscal affairs of the city are audited annually by accountants pursuant to a contract as required by ORS Chapter 297 and reported to the City Council.
 3. Supervise the administration and be responsible for the enforcement of all laws and ordinances in effect within the city, except the provisions of any ordinance or laws which involve criminal violation, the responsibility of enforcement thereof shall be the duty of the police department; and shall be responsible for conducting analysis and making recommendations concerning policy matters to the City Council and shall administer and enforce the policies, rules, procedures and resolutions duly adopted by the Mayor and Council, and make recommendations to the Mayor and Council regarding the affairs of the city as the administrator may deem desirable.
 4. Be the chief purchasing and business agent with respect to all departments of the city.
 5. Prepare and submit to the Mayor and Council activity reports with respect to each of the city departments, not less than annually, and shall prepare and submit to the Mayor and Council such other reports as may be required to desirable concerning city affairs.
 6. Make available to the public usual and customary information concerning the operations of the city government.
 7. Perform such other and future duties as from time to time may be directed to be performed by action of the City Council.
- C. The Mayor and the other members of City Council (collectively City Council) acknowledge and agree to the principle of non-interference in the City's administration as a necessary component to orderly and efficient implementation of City Council policy. The City Council agrees to direct concerns and communications relating to administration through the City Administrator. EMPLOYEE agrees to respond in a timely manner to all inquiries from the City Council whether made individually or collectively.

SECTION II. TERM.

- A. This Agreement commences January 1, 2023 and expires on June 30, 2024. When the Agreement expires, the CITY has no further financial or other obligation to the EMPLOYEE. In the event the Council desires to extend the Agreement beyond the expiration date, the Council must do so through an amendment.
- B. Council will either extend this Agreement or allow to expire. In the event Council does not extend this Agreement, the CITY agrees to provide one hundred twenty (120) calendar days written notice to EMPLOYEE. In the event the CITY does not provide one hundred twenty (120) calendar days written notice to EMPLOYEE, EMPLOYEE will

receive compensation equal to the amount of time the CITY was deficient in providing notice. EMPLOYEE shall receive payment for the deficiency in EMPLOYEE's final paycheck.

- C. Nothing in this Agreement limits, prevents or otherwise interferes with the right of the City Council to terminate the services of EMPLOYEE subject only to the provisions set forth in this Agreement.
- D. Nothing in this Agreement prevents, limits or otherwise interferes with the right of EMPLOYEE to resign at any time from her position with CITY subject only to the provisions set forth in this Agreement.
- E. EMPLOYEE agrees to remain in the exclusive employ of the CITY during the term of this Agreement, unless EMPLOYEE receives approval from City Council to hold outside employment.

SECTION III. TERMINATION.

- A. Termination. Before this Agreement expires, this Agreement may be terminated by either the CITY or EMPLOYEE for any reason whatsoever upon giving not less than thirty (30) calendar days' written notice to the other party. This notice provision does not apply to Terminations for Cause pursuant to subsection III.D.
- B. In the event the CITY terminates this agreement before the expiration date, the City Council may, at its discretion, opt not to have EMPLOYEE continue in her position during that thirty day period.
- C. Severance. In the event the CITY terminates this agreement before the expiration date and such termination is not for cause as set forth in (D) below, EMPLOYEE shall be entitled to (and CITY agrees to pay) a severance payment equal to the value of six (6) months' salary. Payment of the severance shall be made monthly, each payment being the value of one month's salary. The right to said payment shall cease if, during the period of the scheduled payments, EMPLOYEE accepts employment with another employee in local government administration. EMPLOYEE has an affirmative obligation to notify the City upon acceptance of other employment. In the event EMPLOYEE fails to notify CITY of her employment, CITY shall have the right (but not the obligation) to see recovery from EMPLOYEE of any and all amounts improperly received as well as recovery of any cost(s) or fee(s) (including attorney fees) CITY incurs in pursuit thereof. In the event the City Council decides not to extend the Agreement and the Agreement expires, EMPLOYEE is not entitled to severance.
- D. Termination for Cause. EMPLOYEE's employment with CITY may be terminated immediately in the sole discretion of the CITY (acting by and through its City Council) upon the occurrence of any of the following events:

1. EMPLOYEE fails or refuses to comply with the written policies, standards, and regulations of the CITY that are now in existence or that may from time to time be established;
 2. The CITY has reasonable cause to believe EMPLOYEE has committed fraud, misappropriated City funds, goods, or services to either her own or some other private third party's benefit and/or other act(s) of misconduct which the City Council believes is/are detrimental to the City and/or its interests; or
 3. EMPLOYEE fails to perform faithfully or diligently her duties as City Administrator.
- E. Effect of Termination for Cause. If EMPLOYEE is terminated for cause or conviction, then in that event the CITY shall have no obligation to pay the foregoing severance benefits.

SECTION IV. SALARY, HOURS OF WORK, VACATION AND SICK LEAVE.

- A. Salary. EMPLOYEE shall receive a salary of \$185,118.93 and shall be paid at the same interval as the CITY pays its other employees. It is understood by CITY and EMPLOYEE that EMPLOYEE's yearly salary is subject to adjustment based on the City Council's review of EMPLOYEE's performance and budgetary considerations, provided that the Parties agree that EMPLOYEE will receive a salary increase of 5% on January 1, 2024, without any further action needing to be taken by CITY or EMPLOYEE.

In addition to the salary increase described above, EMPLOYEE shall be entitled to receive a Cost of Living Adjustment (COLA) to her salary in the same percentage amount and at the same time as may be given to non-represented, regular budgeted, full time employees in the CITY.

- B. Hours of Work/Administrative Leave. It is recognized that EMPLOYEE must devote a great deal of time outside the normal office hours to the business of the CITY. EMPLOYEE may take a maximum of eighty (80) hours during the term of this Agreement as Administrative Leave to be used at EMPLOYEE's discretion during the term of this Agreement. EMPLOYEE shall not be entitled to receipt of monetary compensation for any unused accrued Administrative Leave.
- C. Vacation. EMPLOYEE shall accrue vacation leave benefits at the same rate of 11.33 hours a month and otherwise consistent with the provisions of the City's most current Personnel Handbook.
- D. Holidays. EMPLOYEE shall accrue holiday benefits at the same rate as established for other similarly situated non represented City employees consistent with the provisions of the City's most current Personnel Handbook.
- F. Sick Leave. EMPLOYEE shall accrue sick leave benefits at the same rate as established for other similarly situated non represented City employees consistent with the provisions of the City's most current Personnel Handbook. In the event EMPLOYEE

leaves employment, EMPLOYEE shall not be entitled to receipt of monetary compensation for any unused accrued sick leave.

SECTION V. RETIREMENT, DISABILITY, LIFE AND HEALTH INSURANCE.

- A. Retirement. EMPLOYEE will continue membership in the Oregon Public Employees Retirement System (PERS) and CITY and EMPLOYEE agree to be responsible for payment of any PERS contributions in the same manner as afforded or required other full-time City employees.
- B. Health Insurance. The CITY agrees to pay, consistent with eligibility requirements of the plans, the insurance premiums for medical (including prescription coverage) dental, and vision benefit coverage for EMPLOYEE at the same rate established for other similarly situated non represented City employees. Payment of insurance premiums for coverage of other eligible members of EMPLOYEE's family shall be done consistent with current CITY policy.
- C. Disability and Life Insurance. The CITY agrees to provide Disability and Life Insurance, consistent with the eligibility requirements of the plans.

SECTION VI. PROFESSIONAL DEVELOPMENT AND EXPENSE.

- A. The CITY encourages participation, as EMPLOYEE deems appropriate, in professional associations, short courses, seminars and conferences including, but not limited to: the League of Oregon Cities (LOC), International City/County Management Association (ICMA) and the Oregon City County Management Association (OCCMA). The CITY shall permit a reasonable amount of time for EMPLOYEE to attend short courses, seminars, and conferences and the CITY shall pay for the direct costs necessary for travel, subsistence, and registration subject to availability of funds and as approved in the annual budget.
- B. The CITY recognizes certain expenses are incurred by EMPLOYEE on behalf of the CITY and agrees to reimburse or pay said expenses upon receipt of appropriate confirmation.
- C. The CITY shall pay for EMPLOYEE membership fees for ICMA, OCCMA and Rotary.

SECTION VII. PERFORMANCE EVALUATION.

- A. The Mayor and City Council shall periodically identify concerns to EMPLOYEE either by informal discussions with EMPLOYEE or more formally. The City Council and EMPLOYEE may choose to participate in a formal performance review. Such formal performance evaluation shall be done in Executive Session and consistent with Oregon's Public Meetings Law.

- B. Notwithstanding VII.A, the Parties agree that the City Council shall conduct a formal performance evaluation of EMPLOYEE in February of 2024 following the process set forth in the Council Rules.
- C. In the event the City Council believes performance of EMPLOYEE as City Administrator is unsatisfactory or needs significant improvement in any area, the Council shall set out these concerns in writing and in reasonable detail and provide a copy to EMPLOYEE with expected timetables for achievements of improvement in each identified area. In no way does this limit the CITY's ability to exercise its power pursuant to Section III.D.

SECTION VIII. GENERAL BUSINESS EXPENSES.

- A. Cell Phone. Recognizing the importance of constant communication and maximum productivity, CITY shall provide EMPLOYEE a City-issued cell phone in lieu of a monthly cell phone allowance.
- B. Automobile Allowance. Acknowledging that EMPLOYEE's duties require that she have the use of an automobile at all times during her employment with the CITY, EMPLOYEE shall receive a monthly motor vehicle allowance in the sum of Three Hundred Seventy-Five (\$375.00) Dollars for use of her private vehicle(s) on and for City purposes. EMPLOYEE shall neither be entitled to nor seek reimbursement for mileage for her private vehicle(s) for travel on and for CITY purposes. EMPLOYEE may but is not required utilize a City vehicle for travel on City business in excess of 100 mile radius of the City.

SECTION IX. GENERAL PROVISIONS.

- A. Professional Liability. CITY agrees to defend, hold harmless, and indemnify EMPLOYEE from any and all demands, claims, suits, actions and legal proceedings brought against EMPLOYEE in her individual or in her official capacity as agent and/or employee of the CITY consistent with the terms of the Oregon Tort Claims Act (ORS 30.260 to 30.300).
- B. Nothing shall restrict the ability of the CITY and EMPLOYEE to amend or adjust the terms of this Agreement. However, no amendment or adjustment shall be valid unless in writing and signed by both an authorized representative of the City Council on behalf of the CITY and EMPLOYEE. EMPLOYEE reserves the right to discuss the terms of this Agreement with the City Council as a whole in either closed Executive Session or open Regular Session as state law allows and as EMPLOYEE deems appropriate.
- C. Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable and shall not be affected, and shall remain in full force and effect.

- D. Mediation. Should a dispute arise between EMPLOYEE and CITY regarding the terms of this Agreement, it is agreed that such dispute is first required to be submitted to a mediator prior to arbitration. EMPLOYEE and CITY shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree otherwise. Both CITY and EMPLOYEE agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If either party requests mediation and the other party fails to respond within ten (10) days or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of Clackamas County Circuit Court upon request of either party.
- E. Arbitration. In the event the parties have a dispute concerning the terms of this Agreement, the terms and conditions of the employment relationship or the violation of any federal, state or local law relating to the employment relationship (and they have not otherwise resolved the matter through the mediation process set out in subsection (D) above) then the dispute shall be resolved by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) the Arbitration Service of Portland, Inc. and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. Each party shall bear equally the expense of the arbitrator and all other expenses of conducting arbitration. Each party shall bear its own expenses for witnesses, depositions and attorneys.
- F. Integration. This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.

IN WITNESS WHEREOF, the CITY OF GLADSTONE, OREGON has caused this Agreement to be signed and executed by its Mayor; Jacque Betz has signed and executed this Agreement, both in duplicate, the day and year first written above.

Tamara Stempel, Mayor

Jacque Betz