



**GLADSTONE CITY COUNCIL MEETING
CIVIC CENTER COUNCIL CHAMBERS
April 11, 2023 – 6:30 PM**

6:30 p.m. - CALL TO ORDER

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/83002846020?pwd=cXl5R2M0K1Fvc1czejUzNmgyMUlOZz09>

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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 April 11, 2023. Individuals attending in person may submit a speaker card to the City Recorder prior to the beginning of the meeting. Comments are limited to three (3) minutes.

The City Council will also have *Gladstone City Event Announcements* during the meeting and *Business from the Audience* at the end of the meeting. To speak during either time, (virtually or in person) please email bannick@ci.gladstone.or.us prior to 12:00 p.m. (noon) on April 11, 2023 with your name, topic of discussion and city of residence. Individuals attending in person may submit a speaker card to the City Recorder prior to the beginning of the meeting. Comments are limited to three (3) minutes.

**ROLL CALL
FLAG SALUTE**

AGENDA ADDITIONS OR CORRECTIONS

CONSENT AGENDA:

1. Approval of March 2, 2023 Special Meeting and March 14, 2023 Regular Minutes and March 28, 2023 Special and Work Session Minutes
2. Approval of February Bank Balances
3. Budget Report for Period ending 02-28-2023
4. Approval of February Check Register

5. Legal Costs on Projects – February 2023
6. Department Head Monthly Reports for March 2023
7. Consider awarding a contract to D&D Concrete and Utilities in the amount of \$175,271.50 to complete the Webster Cason Crossing Project.
8. Approval of Oregon Liquor & Cannabis Commission (OLCC) Liquor License Application for Change of Ownership at High Rocks Restaurant & Lounge, 915 E Arlington

CORRESPONDENCE: None

9. **REPORT – CLACKAMAS FIRE DISTRICT #1 UPDATE** – Fire Chief Nick Browne / Asst. Fire Chief Brian Stewart

10. GLADSTONE CITY EVENT ANNOUNCEMENTS

This is an opportunity for members of the audience to bring to the Council's attention any upcoming city events otherwise not 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.

REGULAR AGENDA:

11. **POLICY GUIDANCE ON THE CLIMATE FRIENDLY & EQUITABLE COMMUNITIES RELATED TO OREGON ADMINISTRATIVE RULE (OAR) 660-012-0012** – Senior Planner -Heather Austin, Regional Rep Metro Solutions - Kelly Reid, Oregon Department of Land Conservation and Development (DLCD), and Climate Mitigation Planner Evan Manvel, (DLCD) will present options for the City to consider on the Climate Friendly & Equitable Communities Rules.

12. PRESENTATION - HAPPY VALLEY YOUTH COUNCIL

Representatives from the Happy Valley Youth Council will present their program to the City Council.

13. COUNCIL DISCUSSION OF UTILITY EXTENSIONS TO PROPERTY OUTSIDE GLADSTONE

City Attorney Jacobs and City Administrator Betz will ask Council for input to draft a policy / amend city code for properties interested in connecting to city services.

14. REVIEW CITY COUNCIL RULES / CONFORMITY TO CITY CHARTER

City Attorney Jacobs and City Administrator Betz will begin a discussion with the City Council to review the Gladstone City Council Rules for conformity to the Gladstone City Charter.

BUSINESS CARRIED FORWARD –Finalize City Council Liaison Appointments with the addition of Councilor Cook.

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 –

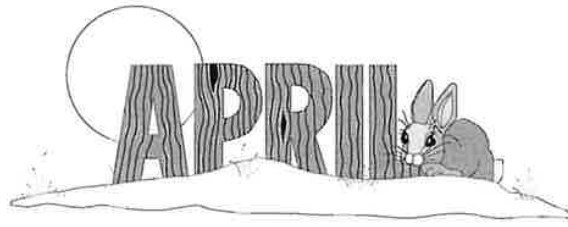
ADJOURN

Upcoming Meeting Dates:

- April 24, 2023 – Gladstone Budget Committee – Budgeting 101 – 5:30 p.m.
- April 25, 2023 – City Council Work Session Meeting – 5:30 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.



CONSENT AGENDA

GLADSTONE CITY COUNCIL SPECIAL MEETING MINUTES OF MARCH 2, 2023

Meeting was called to order at 5:00 P.M. – (Via Zoom)

ROLL CALL:

Mayor Michael Milch, Councilor Huckaby, Councilor Alexander, Councilor Roberts, Councilor Garlington (Councilor Reichle joined at 5:06 p.m.)

ABSENT:

Councilor Reichle

STAFF:

Jacque Betz, City Administrator; Tami Bannick, City Recorder.

Mayor Milch called the meeting to order and explained 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.

1. APPROVAL OF OREGON LIQUOR & CANNABIS COMMISSION (OLCC) LIQUOR LICENSE APPLICATION FOR GLADSTONE’S, LOCATED AT 270 PORTLAND AVE:

City Administrator Jacque Betz advised Gladstone Municipal 2.52.020 states the City Council ultimately approves recommendations for new liquor licenses and changes of ownership/management for existing liquor licenses. Typically applications are presented to the Council on the consent agenda of regular City Council meetings, however, a request was received from the seller and buyer of the business at 270 Portland Avenue to expedite the process to finalize the ownership transfer.

Ms. Betz indicated the application was vetted by the Police Department and staff has no objections to the approval.

After brief discussion, Councilor Alexander made a motion to approve the submitted OLCC liquor license application for Alan Sanchez, new owner of Gladstone’s, located at 270 Portland Avenue. Motion was seconded by Councilor Huckaby Ms. Bannick took a roll call vote: Councilor Huckaby – yes. Councilor Alexander – yes. Councilor Roberts – yes. Councilor Garlington – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

ADJOURN:

Councilor Alexander made a motion to adjourn the meeting. Motion was seconded by Councilors Huckaby and Roberts in tandem. Ms. Bannick took a roll call vote: Councilor Huckaby – yes. Councilor Alexander – yes. Councilor Roberts – yes. Councilor Garlington – yes. Mayor Milch – yes. Motion passed unanimously.

Meeting was adjourned at 5:06 P.M.

Approved by the Mayor this _____ day of _____, 2023.

ATTEST:

Michael Milch, Mayor

Tami Bannick, City Recorder

GLADSTONE CITY COUNCIL MEETING MINUTES OF MARCH 14, 2023

Meeting was called to order by Mayor Milch at 6:33 P.M. – (Via Zoom and In Person)

ROLL CALL:

Mayor Michael Milch, Councilor Alexander, Councilor Garlington, Councilor Huckaby, Councilor Reichle (via Zoom), Councilor Roberts

ABSENT:

None

STAFF:

Jacque Betz, City Administrator; John Schmerber, Police Chief; Chad Jacobs, City Attorney; Heather Austin, Senior Planner; Tami Bannick, City Recorder;

Mayor Milch called the meeting to order. He acknowledged the Clackamas, Chinook, and Kalapuya native peoples on whose ancestral homelands they gather tonight, recognized and affirmed their accomplishments as the native stewards of these lands, as well as the diverse and vibrant native communities who make their home here today. He said that without a full representation of everyone's experience we will never be able to design and develop a better future. He 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. He went over the procedures that will be followed for the meeting and the meeting agenda.

AGENDA ADDITIONS OR CORRECTIONS:

None.

CONSENT AGENDA:

1. Approval of February 14, 2023 Regular Meeting Minutes
2. Approval of January Bank Balances
3. Budget Report for Period ending 1-31-2023
4. Approval of January Check Register
5. Legal Costs on Projects – January 2023
6. Department Head Monthly Reports for February 2023

Councilor Huckaby asked to pull item #1. She said at the beginning of the meetings now the Mayor gives an acknowledgment and last month there was a Black History month acknowledgement – those were not included in the minutes last month. She feels these are important to the community members, so she would like them added. Mayor Milch agreed and asked the Council if they would be open to having that kind of statement to amend the minutes – they agreed.

Councilor Garlington said there was a report from the Police Department that contained an error – she asked if that was theirs to correct or not. Ms. Betz suggested pulling it from the Consent Agenda first to discuss it. Councilor Garlington recommended pulling the Police Department's monthly report from the Consent Agenda – she said the "Iowa thing" contained typos (page 6-9) (Chief Schmerber confirmed that it was a cut and paste).

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

Roberts – yes. Councilor Reichle – yes. Councilor Alexander – yes. Councilor Huckaby – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

Mr. Jacobs pointed out that since two items were pulled from the Consent Agenda, each of those items needs to be voted on separately.

Councilor Huckaby made a motion to approve the minutes of the February 14, 2023 meeting as amended. Motion was seconded by Councilor Alexander. Ms. Bannick took a roll call vote: Councilor Huckaby – yes. Councilor Alexander – yes. Councilor Reichle – yes. Councilor Roberts – yes. Councilor Garlington – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

Councilor Roberts made a motion to approve the Department Head Monthly Reports for February 2023 as amended. Motion was seconded by Councilor Alexander. Ms. Bannick took a roll call vote: Councilor Alexander – yes. Councilor Reichle – yes. Councilor Roberts – yes. Councilor Garlington – yes. Councilor Huckaby – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

CORRESPONDENCE:

None.

7. REPORT FROM CLACKAMAS FIRE DISTRICT #1:

Captain Craig Bowen said Engine 322 ran 117 calls for service in the Gladstone area. There were over 100 calls in the neighboring areas. They are planning an open house for the end of May.

Councilor Garlington said that three weeks ago her family had an unfortunate experience at a restaurant in Oak Grove – a male subject was assisted by Clackamas Fire. They were also able to calm her nerves, help her husband, and they are all okay. She thanked them for being there.

Captain Bowen thanked the Council for writing a letter to the Sandy Fire Board expressing their pleasure with the agreement with Clackamas Fire to date. Mayor Milch thanked City staff for preparing the letter.

REGULAR AGENDA

8. PUBLIC HEARING: FILE TXT-2022-02 – ORDINANCE 1517 – APPROVING TEXT AMENDMENTS TO GLADSTONE MUNICIPAL CODE (GMC) TITLE 17 AND ADDING THE NEW DOWNTOWN OVERLAY DISTRICT:

Mayor Milch opened the public hearing. He said the proposed amendments include updates to Chapter 17.08, Zoning Districts Generally, and 17.18, the C-2 Zoning District, and a new Chapter 17.21, Downtown Core Overlay District. He went over the procedures that will be followed and the rules for testimony.

He asked if any of the Councilors are abstaining from this matter or if they needed to declare any conflicts of interest. There were none.

Ms. Betz thanked the Planning Commission for their efforts over the last year and a half. She introduced Heather Austin, from 3J Consulting, Jon Pheanis and Keegan Gulick from MIG, and John Southgate, consultant.

Ms. Austin went over the staff reports that are included in the packet.

Mr. Pheanis and Mr. Gulick from MIG gave a presentation. The purpose of the project/amendments were to implement specific recommendations for land use, design standards, and other considerations for downtown, meet ever growing housing needs in Gladstone by providing more opportunities and housing choices, to comply with a variety of statewide rules that apply, and the opportunity to involve the community and decision makers in understanding potential changes. They went over some background/history of the project. There were recommendations to create a downtown overlay zone that could require more specific standards/design requirements for this smaller core area, reduction of off-street parking requirements, permitting different housing types, prohibiting new single-family detached housing, maintain existing height limit, and clarifying/strengthening design standards. They went over the objectives of the Climate Friendly Equitable Communities Rule Making that took place in July of 2022. They went over some more specific rules that came out at the end of 2022. They went over some of the proposed amendments (a table that includes the current standard, recommendations, proposed amendments) (included in the packet). They went over a map of the downtown district and proposed changes and recommendations from the Downtown Plan. They recommend requiring non-residential uses on the ground floor. They also recommend allowing food carts as a permitted use outright. The proposed amendments recommend retaining the maximum 35-foot height for buildings, but allowing for the extra fourth floor up to 50 feet if the ground floor height is at least 15 feet. They also recommend reducing the distance between the sidewalk/street/building front, reducing landscaping requirements along Portland Avenue, and eliminating parking minimums per the State rules. Mr. Southgate went over recommendations for amendments relating to food cart pods (page 8-46 in the packet).

PUBLIC TESTIMONY:

Craig Lewelling said he has an investment property in Gladstone (south side of Arlington Street). He would like to expand the dotted red line so his property would be included in the overlay zone. This would allow them to have mixed used, continue to have the residence above with a business below, and possibly food carts/restaurant.

Councilor Huckaby asked what would happen to the automobile service station businesses (page 8-39, section 17.18.040, #1). Mr. Jacobs said this will not effect pre-existing businesses. Mayor Milch pointed out that this is similar to single-family homes – pre-existing homes would be allowed to stay, but future development has to comply with the new rules.

Councilor Reichle asked if a business owner were to sell their business to a new owner, would they be grandfathered in. Ms. Austin said they would have one year to be able to continue the use. Councilor Alexander asked about the process to expand the overlay district. Mr. Southgate said the risks are pretty minimal. He feels the traffic impact would be nominal at nearby intersections.

Councilor Garlington asked how they came up with the overlay district boundaries. Mr. Southgate said it is based on the Downtown Revitalization Plan of 2017. He views this as a first step. He hopes it is expanded eventually based on property owner interest. Councilor Garlington said the proposed expansion is not small. She said you can't make a change to someone's property without letting them know. Ms. Betz pointed out that the City has notified all the property owners multiple times, and this is actually reducing the restrictions of what they can do on their property, which would increase in value. Mr. Southgate said that one option would be to have the overlay zone take in that one property belonging to Mr. Lewelling. Councilor Garlington said in her opinion a four-story building would take our skyline away – it would hover over the city, and they'd start looking like Sellwood.

PUBLIC TESTIMONY:

Kelley Chaney said she loves food carts, but they notoriously attract a massive amount of rats. She said they have a rodent problem in Gladstone already.

Bob Everett asked if an existing business is sold, is the new owner required to change and move to the new codes. Ms. Austin referenced Chapter 17.76 (Exceptions) – it does state that if a non-conforming use is discontinued for a period of one year, further use on the property shall conform to the title, so that does apply to any uses. It does not have to be the same type of business.

Mayor Milch asked how difficult it would be if they wanted to expand the overlay zone in the future. Ms. Austin said they would go through the same process, where they initiate that amendment, send notice to DLCDD, and then conduct a hearing with the Planning Commission, who then makes a recommendation, and the City Council makes a decision. She said they do plan to have a conversation with the Council in April regarding the upcoming Climate Friendly and Equitable Communities provisions/rules. One of the rules is to designate a town center for Gladstone.

Councilor Huckaby made a motion to close the public hearing. Motion was seconded by Councilor Alexander. Ms. Bannick took a roll call vote: Councilor Huckaby – yes. Councilor Alexander – yes. Councilor Reichle – yes. Councilor Roberts – yes. Councilor Garlington – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

The public hearing was closed.

Discussion:

Councilor Garlington doesn't understand why we would put a mobile vending unit on any parcel in the downtown corridor and yet we're asking people to build these beautiful buildings. Mr. Southgate said for a downtown to really come to life it often takes baby steps – it starts by attracting people there, whether it's a food cart pod or other outdoor activities. He used downtown Milwaukie as an example. Mayor Milch said the proposed site for the food carts is to the west of Arlington/Portland Avenue. Mr. Southgate said the idea is to take the existing building that faces Arlington and maybe put in a brew pub and putting food carts on the existing paved area between that building and the street. Councilor Garlington said they aren't talking about just that one spot. Councilor Alexander said they are making these amendments so that the business owners can have access to do this or to bring in developers to do this. The whole idea is to get people to come and bring money or invest their money in beautifying Portland Avenue. Mr. Southgate agreed. Councilor Garlington said in the pictures it only shows three-story buildings, but in the language it sneaks in the fourth story. She said a lot of people were opposed to four stories. She feels it closes off the sky. She can't support four stories – she doesn't think it's for Gladstone. Councilor Alexander "sort of" agrees with that – he asked if they can do all this, but only three stories and not four.

Mayor Milch said on page 8-53 there is an email from Terry Marsh but was not able to attend the meeting. Ms. Bannick reported that Mr. Marsh was now available to testify.

Councilor Huckaby made a motion to reopen the public hearing. Motion was seconded by Councilor Alexander. Ms. Bannick took a roll call vote: Councilor Huckaby – yes. Councilor Alexander – yes. Councilor Reichle – yes. Councilor Roberts – yes. Councilor Garlington – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

Mayor Milch reopened the public hearing.

PUBLIC TESTIMONY:

Terry Marsh said he is a proponent of the overlay zone and the changes in the code. He has concerns. His family owns the property at 220 Portland Avenue – the corner of Arlington/Portland Avenue. They have attempted to develop it in the past, but it was not a good cost benefit analysis, nor was it a good exercise – most of it had to do with issues surrounding parking. He said now they have the opportunity to look at developing the entire 10,000 square foot lot. He expressed his concerns in his email. He suggested they consider letting the market drive what the height of the first floor should be because it amounts to a significant increase in what the costs are of those structures going to a 15-foot ceiling. He said in section 17.21.07 2b it says that the upper floor window orientation must be vertical or have a width that is no greater than the width of the ground floor windows. He said it doesn't necessarily make sense to have this alignment of the windows. The more flexibility the City can provide, particularly considering the economy, the status of a lot of retailers, etc., they need to look at a broader breadth of retail types of uses.

Councilor Garlington would like to hear from the Planning Commission regarding windows. Mr. Marsh said they didn't get an adequate opportunity to deliberate on the issues he brought up because he was late in bringing them forward. Mr. Pheanis pointed out that there is no set of design guidelines for new construction in downtown, so there isn't an ability for the City to have a say in what buildings look like, any discretionary type of guidelines to say this proposal doesn't look great, etc. The impetus for the standards is to provide some certainty into the architecture/development that the City intends to see. Everything in the overlay district comes out of the Downtown Plan because there was a lot of community involvement and analysis into what was envisioned for the core area. The provision for those upper floor windows comes in play to give the City some certainty that upper story development has some windows that are provided, there's some symmetry, and some connection in relation to the ground floor. He said the C-2 zoning district currently allows for potentially a four-story building (if it has sprinklers). He said there are some refinements with the zoning code amendments tonight – one is to keep the maximum height in the C-2 zoning district to 35 feet and to incentivize an active ground floor design in the overlay district. Typically that means taller, higher quality ground floor construction. Councilor Alexander asked if anyone has considered underground parking. The answer was that it is very expensive.

Councilor Huckaby made a motion to close the public hearing again. Motion was seconded by Councilor Alexander. Ms. Bannick took a roll call vote: Councilor Huckaby – yes. Councilor Alexander – yes. Councilor Reichle – yes. Councilor Roberts – yes. Councilor Garlington – no. Mayor Milch – yes. Motion passed (5-1).

Mayor Milch closed the public hearing.

Discussion:

Mayor Milch said he measured the ceiling heights of a number of commercial buildings on Portland Avenue – the highest ceiling he found was 13 feet (Library). A number of stores have 8-foot ceilings. He would be more inclined to reduce the 15-foot incentive to 12-foot. He asked what the average height per floor of a typical building in this type of district is – Mr. Pheanis said the average would be 10-12 feet. Mayor Milch said the costs of everything involved now makes them look at this issue a little differently than they did in 2017, when they made the original recommendations. He leans toward understanding the changes that the Planning Commission and consultants have recommended regarding greater flexibility, slightly higher height limitations, because he thinks we want development to happen. Otherwise we have rules for something that never gets built because no one can make a profit from it.

Councilor Reichle asked why a 15-foot ceiling would allow for a higher building. Mr. Pheanis said it's an incentive – so if an applicant would like a taller building, then there's something that the applicant would have to provide. Councilor Reichle asked what the benefit to the City would be for having 15-foot ceilings. Mr. Pheanis wasn't involved in the Downtown Plan, but he thinks the City was aiming high and looking for something that had a higher standard. Mayor Milch said he was more concerned about a 15-foot ground floor looking out of place in the context of what we have now than he was about taller buildings looking out of place.

Councilor Garlington asked about Mr. Pheanis's presentation – she said they could go back to planned recommendation rather than the proposed amendment. She suggested taking the 17.18.060.3 and leave it at the planned recommendation and remove the food carts until they have more time to discuss rules and regulations pertaining to food carts.

Councilor Huckaby said she is fine with just amending the 15 to 12. She is happy with four floors if that's what a builder wants to do. She is fine with food carts.

Councilor Garlington wanted to clarify the extended area on the map – the people who live on the south side of Arlington have all been notified that we could possibly be adding them to this. Ms. Betz said no. Mr. Southgate recommended only including Mr. Lewelling's property if they wanted to extend the overlay zone because we have their permission to do so. Councilor Garlington doesn't like that and thinks they should treat that as a group of properties all the same. There was further discussion regarding what properties could be included in the overlay zone, notification, etc.

Councilor Reichle made a motion to amend Section 17.21.070, subsection 1, paragraph B, on page 8-47, the reference to 15 feet in the second line be changed to 12 feet. Motion was seconded by Councilor Garlington. Ms. Bannick took a roll call vote: Councilor Garlington – yes. Councilor Roberts – yes. Councilor Reichle – yes. Councilor Alexander – yes. Councilor Huckaby – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

Councilor Garlington made a motion to change the verbiage in 17.21.070, B to “four stories not to exceed 40 feet”.

There was further discussion regarding the motion. Mayor Milch asked for a consensus regarding keeping the recommendation of four floors – the majority of Councilors wanted four. There was further discussion regarding building height, variances, rooftop decks, setbacks, etc.

Councilor Garlington made a motion to amend the height limitation in 17.21.070, paragraph B from a maximum height of 50 feet to 44 feet. There was no second so the motion will not be considered.

Councilor Alexander made a motion to amend the height limitation in 17.21.070, paragraph B from a maximum height of 50 feet to 45 feet. Motion was seconded by Councilor Roberts.

Discussion: Councilor Roberts asked to clarify that staff can approve 10% and anything beyond that has to go before the Planning Commission. Ms. Austin said the circumstances for granting an adjustment allows 20% per 17.73.020, so the adjustments are up to 20% rather than 10% in the current code.

Ms. Bannick took a roll call vote: Councilor Huckaby – no. Councilor Alexander – yes. Councilor Reichle – yes. Councilor Roberts – yes. Councilor Garlington – yes. Mayor Milch – no. Motion passed (4-2).

Councilor Huckaby made a motion to approve the proposed text amendments to the Gladstone Municipal Code (GMC) Chapters 17.08 and 17.78 and addition of new Chapter 17.21, Downtown Core Overlay District with additional amendments. Motion was seconded by Councilor Roberts.

Discussion: Councilor Garlington asked about the two properties that were identified on the map that are not in the downtown corridor. If the City be moving forward with changing the Nature Park out of the C-2 zone and the property on the back side. Mayor Milch said the C-2 zoning changes would effect all C-2 properties, however, there has been discussion regarding changing the zoning of the Nature Park to an open space zone. These changes are unlikely to have any impact on what happens at the Nature Park or the YMC childcare facility. Councilor Roberts asked for clarification regarding the Lewelling matter. Mayor Milch said they discussed it and there was a concern regarding notification, but no action was taken. It doesn't prevent them from examining it more thoroughly and involving the community engagement and making a change in the future.

Ms. Bannick took a roll call vote: Councilor Garlington – yes. Councilor Roberts – yes. Councilor Reichle – yes. Councilor Alexander – yes. Councilor Huckaby – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

9. 2022 CITY OF GLADSTONE ANNUAL REPORT:

Ms. Betz said at the City Council goal setting session they went through the state of the City and highlighted projects and achievements from 2022. The report is included in the packet and will go out in the utility bills in April. Councilors Garlington and Reichle thanked Ms. Betz and staff for all their hard work.

10. CONDUCT INTERVIEW WITH CANDIDATE FOR VACANT CITY COUNCIL POSITION #4:

Mayor Milch said they advertised the vacancy and gave people the opportunity to apply. They had four applicants originally and two of the four withdrew their applications. They had one additional applicant, Cierra Cook, whom they will interview tonight. They will not be making a decision tonight. Their intention is to make the appointment at the beginning of their March 28th work session. The interview will be done the same way they did previously.

The Councilors interviewed Cierra Cook.

Mayor Milch asked what role city officials play in mobilizing civic involvement and encouraging citizens to voice their concerns, vote in local elections, and volunteer in their community. Ms. Cook said the Council goal of communication and engagement was a well identified goal because community involvement is essential to a thriving and effective city government. She thinks the role of an elected/appointed official would be to disseminate information to identify the stakeholders in any decision, listen to that feedback, and when appropriate, action on that feedback. She thinks there's an opportunity in Gladstone to be more active with that. She has already seen progress, particularly with social media. She said an example of that would be when the Meldrum Bar Park fees were instituted.

Councilor Huckaby asked what Ms. Cook has done to educate herself on the issues facing the City of Gladstone and how she has prepared herself to assume the duties of a City Councilor. Ms.

Cook said she has experience serving on the Budget and Audit Committees, which she has been a part of since 2021, and also attending City Council meetings. She feels like she has a fair background of the issues facing the City and what has come up in the City in the last few years. If appointed she would re-watch the City Council work session regarding utilities, as well as the ethics volunteer orientation to re-learn that information as well. She would also reach out to Ms. Betz for additional information.

Councilor Alexander asked which boards/committees/commissions she would be interested in becoming a liaison for. Ms. Cook said she would be happy to support any of them, but in the nine-month period she would be serving she isn't sure what kind of relationships she could build in that short time, so she feels it would make the most sense to contribute in an area where she's already most familiar, such as audit or budget.

Mayor Milch asked her to explain what she believes makes Gladstone special or unique in a positive way and how she would propose to preserve, protect, and enhance those qualities. Ms. Cook said Gladstone is a small enough community where you have to work with people who are different than you. We are all one community. She said if you are in Gladstone there is a community that is there to support you and uplift whatever project you're doing. The support of small businesses is amazing. She likes the small community feel. She would support with one of the Council goals of communication and engagement. She has experience as a store manager of a large grocery store and one way you lead a large group of people is by frequent transparent communication where you actually take their feedback into account. She created a website called HappyRockFamilies.com because she wanted to promote Gladstone to the greater Portland area – that Gladstone is a wonderful place to live, specifically as a parent of young children. Councilor Roberts asked how she would strengthen the City's working relationship with the County, the State, Metro, and other taxed districts on multi-jurisdictional issues (affordable housing, transportation, social services, and the economy). Ms. Cook said it wasn't realistic to be able to build relationships/provide results in such a short period of time, but she can divide and conquer if there are areas of the City's business that is limited to Gladstone - that is where she could most positively contribute. If she decides to run in November her answer would be that everything is based on relationship and open and honest communication. She said at times Gladstone has had an adversarial relationship with some of its partners within the regional government and she thinks there's an opportunity to intentionally change the tone and hopefully change the outcome.

Councilor Garlington asked how she would deal with competing requests/demands from various groups for City resources, such as budget and staff time. Ms. Cook said whenever you have greater demand than you have supply for you have to prioritize and you have to intentionally prioritize or someone's going to do it for you. She said they did a great job in coming up with the Council goals for 2023-2025 of economic development, infrastructure, parks, communication and engagement. Whenever the Council is faced with determining where resources go to they should go in service to those goals. She feels the most pressing goal is infrastructure because it directly relates to our ability to stay solvent, and the DEQ violations are something that should be prioritized within that set of priorities/goals.

Ms. Cook said she thought the questions were awesome, the application was very thorough, and she feels like she has presented the information that she wanted to present. She explained that she would have applied the first time if there hadn't been a candidate that she thought had more experience than she does. She is pleased, impressed, and excited about the future with the Council and thanked them for the work they are doing. She believes there is a bright and exciting future for the City of Gladstone.

BUSINESS CARRIED FORWARD:

None.

BUSINESS FROM THE AUDIENCE:

Gerry Blakney wanted to thank the City Council and staff for getting rid of the old rule where citizens had to sign up at noon the day of meetings in order to speak. He said that making it easier for constituents to speak to the Council is really important. He urged them to consider moving Business From The Audience to the beginning of meetings because long meetings are difficult for some people to sit through. He said that he and Councilor Alexander had a discussion regarding volunteerism in this community. Since he lives just outside the City limits he won't be volunteering for any Gladstone committees, boards, or commissions, but they discussed possibly opening up some commissions and boards to outside people who nearby Gladstone in order to tap into a different base.

He feels they have done a good job in moving the Council forward from where it was.

Mayor Milch said that Bob Everett asked him to remind everyone of the Community Bingo Night this coming Friday at the Senior Center, from 5:30 P.M. to 8:00 P.M. The group benefitting this week is the eighth grade graduating class at Kraxberger – it will help with their year-end party.

BUSINESS FROM THE COUNCIL:

Councilor Huckaby:

She wanted to thank Detective Fitch for the phenomenal report regarding the Des Moines, Iowa incident/Gladstone incident. She also thanked Chief Schmerber. She hopes everyone takes the time to read the report – it is valuable information and is a great reminder to open up these discussions with your kids. She congratulated Chief Schmerber on rolling out the body cameras.

She said on February 5th there was an overdose at Tukwila Springs and Narcan had to be administered, along with CPR. The patient was transported by AMR. She asked where the Narcan came from – Chief Schmerber said it was on-site. This was a visitor to the facility. He has a meeting on the 22nd with staff to discuss the situation.

She said the free bike helmet program is excellent.

She is happy to see the radar data. She asked if the two snow days skewed the data – Chief Schmerber doesn't believe so.

She thanked Public Works for their monthly report and the photos.

She thanked the Senior Center and FOGNP for bingo in February. She said the food is phenomenal. She said the bingo nights are highly attended.

The Senior Center has issued a survey with one question - asking for suggestions for a new name for the Center that represents the multi-generational plans. She thanked Mindy Proski who made the pamphlets – they were beautiful.

Councilor Alexander:

He is glad to see the new police K-9 truck – they have helped Clackamas County Sheriff's Office, Sandy, and Wilsonville – so we are getting our money's worth out of the K-9. Chief Schmerber agreed.

Councilor Reichle:

She attended the Parks and Rec Board meeting last night. It was a very productive meeting – a lot of good stuff was discussed. They are looking at continuing the process of getting the grant for the paved trail project at the Nature Park. They talked about the process of updating/replacing garbage cans, picnic tables, and benches at the parks. They had further discussion regarding the Robin Hood Park improvements.

Councilor Roberts:

He agreed with Councilors Huckaby and Alexander regarding the Police Department’s monthly report – great detective work by Detective Fitch, the body cameras, and the new K-9 truck. He hopes to see the new truck out on the road soon.

He met with the North Clackamas County Water Commission Director Wade Hawthorn, recently. He toured the facility as well. He is excited to assume his duties on the 23rd at their first meeting.

Councilor Garlington:

The Oak Lodge Library design presentation will be a Zoom meeting on Tuesday, March 21st at 5:30 – you can find the link on the Clackamas County website. She thanked Ms. Betz for pushing us forward as far as we are with our own library. The Clackamas County Library Board meeting is Thursday, March 16th at 5:30 – also on Zoom.

She, along with Ms. Betz and Councilor Alexander had a meeting with Clackamas Fire – the fire station remodel is still progressing and once the internal components are complete they will hold an open house for the public - hopefully in mid-May. They discussed the Clackamas enhanced levy measure, which will not effect Gladstone residents as they will not be voting on the levy – they have their own. They look forward to seeing Clackamas Fire at the Community Easter Egg Hunt, the Fourth of July barbeque at Max Patterson Park, and the Community Festival in August.

The Friends of Gladstone Nature Park Volunteer Saturday is March 25th from 9 – 12. Gloves, donuts, and smiling faces are provided – she encouraged everyone to come. The plant sale at the Nature Park will be on Sunday, April 22nd and it will include the robotics people, so it’s a great time to clean out your garage and get rid of those electronics – bring them to be recycled.

She has emailed those that were interested in helping with the Tukwila Springs dinner – if you are interested, please reach out to her. The next dinner will be a learning event with Key Club members. There is another dinner in April. The Rotary Club will be helping with the dinner in June. The Gladstone School District spring vacation is March 27th – 31st. She reminded everyone to watch out for the kids.

Gladstone is holding the annual Easter Egg Hunt on Saturday, April 8th at 11:00 A.M. – she encouraged people to come early for the pancake breakfast and to not be late because it goes quickly.

She encouraged everyone to donate to the Gladstone Food Bank – it’s very easy. The Gladstone Pickleball Club recently presented them with a check for \$1,350 and donated 200 pounds of food. Every contribution is needed, so please consider donating.

Mayor Milch:

He said he participated in the Everybody Reads Day, which is Dr. Suess’s birthday, at the elementary school. He read books about local governance to five different classes, from first graders to fifth graders and got a wonderful response. He announced the plans for improvements to the playground at Meldrum Bar Park and got a round of applause from the kids.

He has heard comments from a number of people about the importance of trees in our environment.

He discussed this with the Director of WES, Greg Geist, because their surface water management program has a lot to do with street trees and other trees that help absorb rain water and keep it from getting into stormwater systems. He hopes that Clackamas County and cities in this county will pick up on the tree planting program similar to Portland's "Friends of Trees" that helped people plant trees in their parkways. Trees can help calm traffic, create an inviting environment, etc.

He has been involved in the Metropolitan Mayors' Consortium – this year there is a lot going on with mayors trying to influence legislation across the state around the issue of tolling. He is meeting with several mayors from urban cities in Clackamas County tomorrow – they are hoping that elected officials can help sway how the legislature goes on that matter. He encouraged everyone to read the environmental assessment that ODOT produced on this topic and weigh in on how potentially harmful it could be for this community and several communities around us.

Mayor Milch asked for a motion to adjourn the meeting.

ADJOURN:

Councilor Huckaby made a motion to adjourn the meeting. Motion was seconded by Councilor Alexander. Ms. Bannick took a roll call vote: Councilor Garlington – yes. Councilor Roberts – yes. Councilor Reichle – yes. Councilor Alexander – yes. Councilor Huckaby – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

Meeting was adjourned at 9:40 P.M.

Approved by the Mayor this _____ day of _____, 2023.

ATTEST:

Michael Milch, Mayor

Tami Bannick, City Recorder

GLADSTONE CITY COUNCIL SPECIAL MEETING AND WORK SESSION MINUTES OF MARCH 28, 2023

Meeting was called to order by Mayor Milch at 5:30 P.M. – (Via Zoom and In Person)

ROLL CALL:

Mayor Michael Milch, Councilor Alexander, Councilor Garlington, Councilor Huckaby, Councilor Reichle, Councilor Roberts

ABSENT:

None

STAFF:

Jacque Betz, City Administrator; Darren Caniparoli, Public Works Director; Cathy Brucker, Finance Manager; Tami Bannick, City Recorder;

Mayor Milch called the meeting to order. He 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. He went over the procedures that will be followed for the meeting and the meeting agenda. Public comment will not be part of the agenda and is not allowed during the Work Session.

SPECIAL MEETING AGENDA

- 1. CONSIDER APPOINTMENT TO THE VACANT CITY COUNCIL POSITION #4:**
Mayor Milch gave some background information regarding the process they have gone through. They have interviewed three candidates (Cierra Cook, Maria Mitchell, Trevor Taylor). They have not deliberated or discussed the applicants. He asked the Councilors if they were ready to make a decision tonight – they were.

Councilor Alexander made a motion to nominate all three applicants for the open position on the City Council. Motion was seconded by Councilor Huckaby. (No vote was taken)

Mayor Milch explained that they will vote for one of the three applicants and if one applicant gets a majority of the votes, then he would entertain a motion to appoint that person to the Council, and they would take a separate vote on that.

Councilor Huckaby wanted to note that Trevor Taylor was not present at the meeting.

Councilor Alexander asked if an applicant is already serving on two committees/boards can they still serve after being appointed to the Council – Mayor Milch said a City Councilor cannot serve on any committees/boards, except the Budget Committee, which they serve on by virtue of being a City Councilor. They would have to give up their seats on those committees/boards, which would create vacancies.

Councilor Reichle wanted to thank each applicant for engaging in this process, and no matter how the vote goes she hopes they will continue to be involved and continue to pursue seats on the Council.

Ms. Bannick took a roll call vote: Councilor Huckaby – Cook. Councilor Alexander – Mitchell. Councilor Reichle – Mitchell. Councilor Roberts – Cook. Councilor Garlington – Mitchell. Mayor Milch – Cook. There was a 3-3 tie, which means there isn't a consensus.

Mayor Milch said there needed to be more discussion in order to reach a consensus.

Councilor Garlington said she appreciated Mr. Taylor and Ms. Mitchell coming forward in a timely manner and she thinks that's important. She appreciates the things that Ms. Cook has been involved in.

Councilor Huckaby said she is voting for Ms. Cook because she has had her thumb on the pulse of this Council for years – she is aware of all the issues that they need to address, she's present at every meeting, she has committed time to two committees, and she does tremendous volunteer work in the community as well. Councilor Huckaby appreciated that during her interview, instead of making her own goals for the Council, Ms. Cook recognized that this is an interim position, and she will be focused on the goals that the Council has already set.

Mayor Milch said he was most impressed that Ms. Cook had kept track of what was going on in the City, had already served on some important committees and City work, and had a strong awareness of the issues and the role of an interim Councilor.

Councilor Alexander wanted to echo everything that Councilor Garlington said. He doesn't want to have to fill empty seats on the committees that Ms. Cook is serving on.

Councilor Huckaby said they lose committee members throughout the entire year, and part of the job of the Council is to fill those vacancies, no matter when they occur. She said the Council decided to reopen the application process.

Councilor Alexander said he believes when they asked applicants if they would run again that Ms. Mitchell said yes. He believes Ms. Cook said she'd just have to see how it goes. He would like someone in there for the long-term. Councilor Huckaby said Ms. Mitchell said she would make that decision closer to the time of the election.

Councilor Roberts said he voted for Ms. Cook because he thought she brought forth a more knowledgeable perspective of what the issues that are facing Gladstone currently are, and he felt that based off the responses that that would be a more absolute helping them move forward in a more streamlined and productive fashion.

Councilor Reichle said her reasons for voting for Ms. Mitchell are her longevity in the community and her dedication. She believes Ms. Mitchell has a good understanding of what's happening in the community.

Mayor Milch said that if no one receives a majority vote on the first ballot, they vote again on the two candidates who received the highest number of votes. So Councilors will vote for either Ms. Cook or Ms. Mitchell. Councilor Roberts asked how they proceed if they have another stalemate. Mayor Milch said the charter says they *will* appoint someone. He is open to suggestions.

Ms. Bannick took another roll call vote: Councilor Garlington – Mitchell. Councilor Roberts – Cook. Councilor Reichle – Mitchell. Councilor Alexander – Mitchell. Councilor Huckaby – Cook. Mayor Milch – Cook. There was a 3-3 tie, which means there isn't a consensus.

Ms. Betz suggested tabling this, adjourn, go through the work session, and reconvene and have more deliberations. Or they could decide that they want to do follow up interviews with the top two candidates at a later date and reconsider again. She said if no applicant receives a majority vote on the first ballot, the Council will continue to vote on the two applicants who received the most votes until an applicant receives a majority of the votes.

Councilor Roberts made a motion to table it until after the work session. Motion was seconded by Councilor Huckaby. Ms. Bannick took a roll call vote: Councilor Garlington – yes. Councilor Roberts – yes. Councilor Reichle – yes. Councilor Alexander – yes. Councilor Huckaby – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

ADJOURN

WORK SESSION AGENDA

2. WATER ENVIRONMENTAL SERVICES (WES) ANNUAL REPORT:

Director Greg Geist gave a presentation. He said the City owns/operates their pipes around the City, but those pipes collect wastewater in the City and send it to WES. Their job is to take what goes down your toilet and make clean water, energy, and natural fertilizer. He said they are proud of the work they do – it's all about clean water, community, economic development, and protection of public health. They have 115 employees who serve approximately 190,000 people in the urbanized area of Clackamas County, treat about 7 billion gallons of wastewater per year, have about 360 miles of pipe in the ground, and 23 large pump stations. They have two main wastewater treatment facilities that serve this area (Tri-City and Kellogg). They have two rate zones within their service district (1 – Gladstone/West Linn/Oregon City, and 2 – Milwaukie/Happy Valley/Unincorporated Clackamas County). They are governed by the Board of County Commissioners. They also have a 20-member advisory committee that includes members from the development community, environmental community, education, business owners, rate payers, and elected officials.

He introduced a committee member, Christopher Bowker – a Gladstone resident/rate payer and civil engineer. He has been on the committee since it started in 2017. His hope/goal is that his experiences (asset management, capital improvement project planning, project management) could help guide and influence some of the infrastructure decisions being made at WES that ultimately trickle back and impact him and his community. He is pretty happy with what WES has done – demonstrated that they'll take the feedback from the committee and respond to it. They have made/changed policy and project decisions based on their feedback.

Mr. Geist said for every dollar that is paid into WES through rates, approximately 66% goes to operations/maintenance. 25% goes to infrastructure financing/reserves. 9% overall in debt payments for projects. They are committed to keeping rates affordable and competitive with their peers. They have some of the newest and oldest sewers in the state.

In 2022 they implemented a new federal low income household water systems program that will raise the amount of income necessary to qualify and make it much simpler for people to get assistance.

Last year they had an average rate increase of 3.2%. For Gladstone, who only receives wholesale sewer service, there was an increase of 4.9%. By 2031 they want to have rates harmonized across the district so no matter where you are you're paying the same as everybody else. The plan is to increase rates from \$26.55 to \$39.25 between now and 2031.

Councilor Roberts asked, at the treatment facility that was built, what the additional unused capacity for the growing boundaries within Happy Valley/Damascus is. Mr. Geist said it is capable of handling flows through 2035. There is no more room for expansion at the Kellogg facility. They will be remodeling the administrative building next year (\$3.5 million). The Tri-City facility has expanded and will continue to expand in the future. They recently completed a \$37 million dollar project there. They are now able to produce almost half of the electricity that the facility uses on an annual basis. It also gives them the solids handling capacity that they need through 2037.

He went over their five-year plans and future projects. The current five-year capital improvement plan is \$192 million.

He went over the Good Neighbor agreement they have with Gladstone/Oregon City. They are excited to help fund future projects.

They have wet weather/capacity issues at the Tri-City facility so they will be building a second outfall – a \$54 million-dollar project.

They will have an I&I rehab project for \$485,000 in Gladstone – WES will contribute \$160,000 toward that. This will come before the City Council in April. The 82nd Drive pump station is at the end of its useful life. WES is looking at rehabilitating some of their pump stations and they are able to partner with Gladstone to get this one included in the design work – they will come back to the Council once the design work is done to have an IGA on how to construct/maintain it moving into the future.

They have a clean-up event with SOLV on May 18th at Meldrum Bar Park at 9:00 A.M. They want to continue to sponsor events like the Community Festival – they welcome suggestions on other events that they can help with. He urged everyone to tour their facilities.

Councilor Garlington asked what WES dollars have done for the parks. Ms. Betz said they haven't expended any of the funds from the Good Neighbor program yet. This is the kick-off year when they will be putting in playground equipment at Meldrum Bar Park (approximately \$50,000).

Councilor Roberts asked what percentage of the expansion at the Tri-City facility will be necessary for Gladstone's facilities – Mr. Geist said very little. He explained that there is some rate payer impact for Gladstone, but since it is coupled with capital reserves and SDC's, it would be negligible. The economy of scale makes it fair for everybody.

3. GLADSTONE PAVEMENT MANAGEMENT PLAN AND STRATEGIES FOR STREET FUNDING MAINTENANCE:

Ms. Betz gave some background information. The City has not done slurry seal or pavement management since COVID, and prior to 2019 they couldn't recall any systemic plan in place for pavement management. They have updated their plan and they have gotten buy-in from the City Council that they are going to be committed to improving the streets. Now they would like to adopt a pavement condition index (PCI) standard for Gladstone. The average in Gladstone is 67 PCI, which is fair condition. The consultant said they need to spend \$21 million in the next five years to bring the entire street network into optimal condition (86 PCI). That is not financially possible in Gladstone. Staff has come up with some options/solutions.

Mr. Caniparoli went over a map showing which streets have been paved since the pavement management went into effect in 2016. The majority of them were done last year. He went over

which streets had slurry seal done. They currently have \$400,000/year that they put into pavement management. If they continue at that pace they will no longer be able to keep a PCI of 67 – it will go down.

The process of the pavement management program is keeping the roads that are in good condition good. Keeping the roads that are in fair condition in fair. Some of the roads that are in poor and very poor condition – there is not a lot you can do because it is so expensive to do anything where you have to do a full replacement. The whole idea is keep what you have in the fair and good categories there and not let them slip down into poor or very poor categories. Mr. Caniparoli explained that they will piggy-back with the City of Hillsboro’s contract in order to get better pricing for slurry sealing projects this summer. Once the bid comes back next week they will know how much it will cost. Slurry sealing boosts the PCI about 5-7 points. Mayor Milch asked how they determine which streets to focus on – Mr. Caniparoli said it’s based on funds. Do the most you can do with the funds you have to keep everything in check. Ms. Betz said another factor is future infrastructure projects that will be done.

Ms. Brucker said she went back the last four bienniums (8 fiscal years) and determined what they had been able to budget for systems/improvements, along with what they have actually paid for slurry seal, which come out of maintenance monies and not capital monies. They spend an average of \$1,816,500 per biennium and an average of just over \$900,000 per fiscal year. She forecasts approximately \$900,000 - \$1 million/year that would go toward street improvements. They can combine/utilize the funds from the capital side (approximately \$600,000) and maintenance/operational side (approximately \$400,000). Mr. Caniparoli said that in order to get to a 70 PCI they would need approximately \$722,000/year. To get to a 71 PCI they would need approximately \$794,000/year. To get to a 72 PCI is approximately \$1 million/year. These numbers include the \$400,000/per year in maintenance funds (slurry seal/crack seal) and the capital side.

Councilor Garlington asked what percentage of the package that was approved by the previous Council were they able to complete. Mr. Caniparoli said they completed everything in the package under budget. Councilor Garlington asked how much the current outlay is – Ms. Brucker said that for the 2021/2023 biennium they had a total of \$1.5 million in capital money and \$279,000 spent on crack seal/slurry seal out of the maintenance side – a total of \$1.8 million. She is forecasting \$1.9 million in capital and \$400,000 in maintenance monies for the 2023-2025 biennium – a total of \$2.3 million. They are targeting \$1 million every year because of other situations that may come up, such as water/sewer line breaks that have to be repaired.

Ms. Betz said the software program can provide numbers for the preventative maintenance versus the rehabilitation for the next five years based on the desired PCI range. They will come back to City Council with a resolution in August or September.

ADJOURN – RECONVENE TO SPECIAL MEETING

1. CONSIDER APPOINTMENT TO THE VACANT CITY COUNCIL POSITION #4:

Ms. Betz said she had more options: have the candidates tell the Council why they should be selected, draw straws, pick a name from a hat, etc. They must make a selection unless the majority of them decide to consider this at a later date or extend the application again. Mayor Milch asked the candidates if they would be willing to give them one more reason to select them – they agreed.

Ms. Cook said the reason she applied for the position is that she thinks her background of involvement with the City of Gladstone makes her a strong candidate. She spent two years on the Audit and Budget Committees. She volunteered with the Gladstone Mutual Aid group getting food to families during/after the ice storm. She has done work with Happy Rock Families, trying to promote the business of the City and involvement in the City, and promote the City of Gladstone to the greater Portland Metro area. She is excited for the future for Gladstone – she thinks there are a lot of great things ahead.

Ms. Mitchell said she has longevity in Gladstone and an interest in Gladstone politics. She attends most meetings online. She has lived here for ten years, she went to school here, and worked here before she lived here, so she has a vested interest. Her community involvement has been with the Library and getting the new one built. She is interested in the social media aspects to show what’s happening/what people want so she feels she has her ear to the ground to those things. She feels like she represents those interests.

Councilor Garlington asked if there is a timeline for making an appointment. Ms. Betz said there isn’t a timeline, but in her conversations with the City Attorney he said as long as they are actively seeking applications, interviewing, and progressing to a decision.

Ms. Bannick took another roll call vote: Councilor Garlington – Mitchell. Councilor Roberts – Cook. Councilor Reichle – Cook. Councilor Alexander – Mitchell. Councilor Huckaby – Cook. Mayor Milch – Cook. Cierra Cook was selected with a 4-2 vote.

Councilor Huckaby made a motion to appoint Cierra Cook to the Gladstone City Council until the November election certification. Motion was seconded by Councilor Roberts. Ms. Bannick took a roll call vote: Councilor Garlington – yes. Councilor Roberts – yes. Councilor Reichle – yes. Councilor Alexander – yes. Councilor Huckaby – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

Ms. Betz performed the oath of office for Ms. Cook.

Mayor Milch asked for a motion to adjourn the meeting.

ADJOURN:

Councilor Huckaby made a motion to adjourn the meeting. Motion was seconded by Councilor Alexander. Ms. Bannick took a roll call vote: Councilor Huckaby – yes. Councilor Alexander – yes. Councilor Reichle – yes. Councilor Cook – yes. Councilor Roberts – yes. Councilor Garlington – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

Meeting was adjourned at 7:31 P.M.

Approved by the Mayor this _____ day of _____, 2023.

ATTEST:

Michael Milch, Mayor

Tami Bannick, City Recorder

CouncilM

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BANK BALANCES						
Month Ending Balance						
Bank	July 2022	August 2022	September 2022	October 2022	November 2022	December 2022
LGIP -City Of Gladstone #4472	\$ 22,697,073.96	\$ 24,578,837.64	\$ 23,532,324.71	\$ 22,765,219.76	\$ 26,960,566.40	\$ 27,636,333.77
LGIP - Urban Renewal Agency #4650	2,293,904.57	2,088,277.26	2,063,083.14	2,071,859.92	2,872,044.81	3,053,676.42
Checking Accounts:						
General Fund	529,506.05	244,390.81	239,693.07	226,284.00	71,617.02	295,093.94
Urban Renewal	530,928.01	22,279.25	22,279.35	22,279.44	22,279.53	14,161.23
Municipal Court	42,419.76	41,658.48	36,498.39	31,607.63	28,242.40	33,676.14
Totals	\$ 26,093,832.35	\$ 26,975,443.44	\$ 25,893,878.66	\$ 25,117,250.75	\$ 29,954,750.16	\$ 31,032,941.50
Bank	January 2023	February 2023	March 2023	April 2023	May 2023	June 2023
LGIP -City Of Gladstone #4472	\$ 27,103,072.06	\$ 27,441,564.08				
LGIP - Urban Renewal Agency #4650	3,026,631.40	3,044,090.09				
Checking Accounts:						
General Fund	263,332.98	173,516.25				
Urban Renewal	64,161.30	34,204.82				
Municipal Court	31,584.02	28,643.23				
Totals	\$ 30,488,781.76	\$ 30,722,018.47	\$ -	\$ -	\$ -	\$ -



City of Gladstone

Budget Report

Account Summary

For Fiscal: 2022-2023 Period Ending: 02/28/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	February Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 100 - GENERAL FUND								
Revenue								
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL								
RptType: 3000 - BEG FUND BAL.								
100-000-309999	4,850,000.00	4,850,000.00	0.00	0.00	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	0.00	0.00	-4,850,000.00	0.00 %
RptType: 3100 - LOCAL TAXES								
100-000-310010	9,300,726.00	9,300,726.00	4,583,300.53	34,707.24	4,463,018.29	9,046,318.82	-254,407.18	97.26 %
100-000-310050	90,000.00	90,000.00	38,392.58	3,855.12	38,722.27	77,114.85	-12,885.15	85.68 %
100-000-314045	250,000.00	250,000.00	161,568.24	1,298.49	95,860.74	257,428.98	7,428.98	102.97 %
RptType: 3100 - LOCAL TAXES Total:	9,640,726.00	9,640,726.00	4,783,261.35	39,860.85	4,597,601.30	9,380,862.65	-259,863.35	97.30 %
RptType: 3110 - STATE SHARED TAXES								
100-000-310170	260,000.00	260,000.00	145,537.67	41,394.55	84,625.12	230,162.79	-29,837.21	88.52 %
100-000-311010	451,282.00	451,282.00	225,061.16	31,275.97	130,822.34	355,883.50	-95,398.50	78.86 %
100-000-311015	55,221.00	55,221.00	43,376.05	0.00	15,678.74	59,054.79	3,833.79	106.94 %
100-000-311020	17,800.00	17,800.00	9,896.18	754.57	5,626.46	15,522.64	-2,277.36	87.21 %
RptType: 3110 - STATE SHARED TAXES Total:	784,303.00	784,303.00	423,871.06	73,425.09	236,752.66	660,623.72	-123,679.28	84.23 %
RptType: 3120 - RIGHT OF WAY FEES								
100-000-312010	250,000.00	250,000.00	121,293.22	0.00	65,112.93	186,406.15	-63,593.85	74.56 %
100-000-312025	800,000.00	800,000.00	434,901.64	0.00	0.00	434,901.64	-365,098.36	54.36 %
100-000-312030	227,000.00	227,000.00	129,677.43	48,693.44	59,258.81	188,936.24	-38,063.76	83.23 %
100-000-312040	276,000.00	276,000.00	145,973.30	35,162.38	70,355.33	216,328.63	-59,671.37	78.38 %
RptType: 3120 - RIGHT OF WAY FEES Total:	1,553,000.00	1,553,000.00	831,845.59	83,855.82	194,727.07	1,026,572.66	-526,427.34	66.10 %
RptType: 3130 - LICENSES AND PERMITS								
100-000-313010	135,000.00	135,000.00	80,280.00	7,965.00	82,825.00	163,105.00	28,105.00	120.82 %
100-000-313015	1,500.00	1,500.00	805.00	285.00	425.00	1,230.00	-270.00	82.00 %
100-000-313020	13,000.00	13,000.00	9,515.00	725.00	6,850.00	16,365.00	3,365.00	125.88 %
100-000-313025	500,000.00	500,000.00	115,012.00	4,006.00	55,788.00	170,800.00	-329,200.00	34.16 %
RptType: 3130 - LICENSES AND PERMITS Total:	649,500.00	649,500.00	205,612.00	12,981.00	145,888.00	351,500.00	-298,000.00	54.12 %
RptType: 3140 - CHARGES FOR SERVICES								
100-000-314010	4,000.00	4,000.00	7,127.28	750.00	514.79	7,642.07	3,642.07	191.05 %
100-000-314015	7,500.00	7,500.00	2,295.00	0.00	2,601.25	4,896.25	-2,603.75	65.28 %
100-000-314020	35,000.00	35,000.00	32,757.20	3,008.00	23,184.00	55,941.20	20,941.20	159.83 %
100-000-314025	80,000.00	80,000.00	46,613.46	17,407.25	27,248.14	73,861.60	-6,138.40	92.33 %

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	Original Total Budget	Current Total Budget	2021-2022 Activity	February Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
<u>100-000-314030</u>	8,000.00	8,000.00	6,560.55	180.00	2,880.00	9,440.55	1,440.55	118.01 %
RptType: 3140 - CHARGES FOR SERVICES Total:	134,500.00	134,500.00	95,353.49	21,345.25	56,428.18	151,781.67	17,281.67	112.85 %
RptType: 3141 - SDC								
<u>100-000-314110</u>	0.00	0.00	0.00	0.00	3,669.38	3,669.38	3,669.38	0.00 %
<u>100-000-314111</u>	0.00	0.00	0.00	0.00	392.67	392.67	392.67	0.00 %
RptType: 3141 - SDC Total:	0.00	0.00	0.00	0.00	4,062.05	4,062.05	4,062.05	0.00 %
RptType: 3150 - GRANTS								
<u>100-000-315030</u>	0.00	91,000.00	53,030.01	539.10	3,545.56	56,575.57	-34,424.43	62.17 %
<u>100-000-315040</u>	50,000.00	50,000.00	200.00	0.00	0.00	200.00	-49,800.00	0.40 %
<u>100-000-315055</u>	10,800.00	10,800.00	0.00	0.00	0.00	0.00	-10,800.00	0.00 %
<u>100-000-315065</u>	100,000.00	100,000.00	52,500.00	52,500.00	52,500.00	105,000.00	5,000.00	105.00 %
<u>100-000-315080</u>	62,685.00	137,685.00	167,240.72	-52,500.00	0.00	167,240.72	29,555.72	121.47 %
RptType: 3150 - GRANTS Total:	223,485.00	389,485.00	272,970.73	539.10	56,045.56	329,016.29	-60,468.71	84.47 %
RptType: 3160 - DEBT SERVICE PROCEEDS								
<u>100-000-381000</u>	5,000,000.00	5,000,000.00	5,000,000.00	0.00	0.00	5,000,000.00	0.00	100.00 %
RptType: 3160 - DEBT SERVICE PROCEEDS Total:	5,000,000.00	5,000,000.00	5,000,000.00	0.00	0.00	5,000,000.00	0.00	100.00 %
RptType: 3260 - FINES AND FORFEITURES								
<u>100-000-326010</u>	705,000.00	705,000.00	334,115.89	23,519.35	213,848.79	547,964.68	-157,035.32	77.73 %
RptType: 3260 - FINES AND FORFEITURES Total:	705,000.00	705,000.00	334,115.89	23,519.35	213,848.79	547,964.68	-157,035.32	77.73 %
RptType: 3301 - INTEREST								
<u>100-000-330100</u>	195,000.00	195,000.00	116,621.80	76,763.28	408,425.73	525,047.53	330,047.53	269.26 %
RptType: 3301 - INTEREST Total:	195,000.00	195,000.00	116,621.80	76,763.28	408,425.73	525,047.53	330,047.53	269.26 %
RptType: 3600 - MISCELLANEOUS								
<u>100-000-360000</u>	71,813.00	71,813.00	-3,665.78	8,096.71	21,051.16	17,385.38	-54,427.62	24.21 %
<u>100-000-360100</u>	0.00	0.00	0.00	20,213.60	44,517.55	44,517.55	44,517.55	0.00 %
<u>100-000-361016</u>	10,000.00	10,000.00	10,221.25	0.00	0.00	10,221.25	221.25	102.21 %
<u>100-000-362115</u>	0.00	0.00	0.00	113.00	2,576.83	2,576.83	2,576.83	0.00 %
<u>100-000-362212</u>	10,000.00	10,000.00	5,133.55	848.10	6,196.35	11,329.90	1,329.90	113.30 %
<u>100-000-362213</u>	19,000.00	19,000.00	18,518.38	1,047.37	18,831.37	37,349.75	18,349.75	196.58 %
RptType: 3600 - MISCELLANEOUS Total:	110,813.00	110,813.00	30,207.40	30,318.78	93,173.26	123,380.66	12,567.66	111.34 %
RptType: 3700 - OTHER								
<u>100-000-371000</u>	30,000.00	30,000.00	21,902.15	319.31	43,798.44	65,700.59	35,700.59	219.00 %
RptType: 3700 - OTHER Total:	30,000.00	30,000.00	21,902.15	319.31	43,798.44	65,700.59	35,700.59	219.00 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	23,876,327.00	24,042,327.00	12,115,761.46	362,927.83	6,050,751.04	18,166,512.50	-5,875,814.50	75.56 %
Department: 910 - TRANSFER IN								
RptType: 3990 - TRANSFERS IN								
<u>100-910-399205</u>	458,255.00	458,255.00	176,444.00	0.00	148,466.64	324,910.64	-133,344.36	70.90 %
<u>100-910-399228</u>	133,842.00	133,842.00	53,052.00	0.00	40,395.00	93,447.00	-40,395.00	69.82 %
<u>100-910-399229</u>	71,611.00	71,611.00	25,843.00	0.00	0.00	25,843.00	-45,768.00	36.09 %

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	Original Total Budget	Current Total Budget	2021-2022 Activity	February Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
100-910-399390	490,814.00	490,814.00	245,403.57	0.00	210,278.45	455,682.02	-35,131.98	92.84 %
100-910-399730	288,604.00	288,604.00	94,264.00	0.00	106,923.50	201,187.50	-87,416.50	69.71 %
100-910-399740	388,096.00	388,096.00	142,686.00	0.00	132,458.00	275,144.00	-112,952.00	70.90 %
100-910-399750	231,094.00	231,094.00	67,286.00	0.00	91,657.50	158,943.50	-72,150.50	68.78 %
RptType: 3990 - TRANSFERS IN Total:	2,062,316.00	2,062,316.00	804,978.57	0.00	730,179.09	1,535,157.66	-527,158.34	74.44 %
Department: 910 - TRANSFER IN Total:	2,062,316.00	2,062,316.00	804,978.57	0.00	730,179.09	1,535,157.66	-527,158.34	74.44 %
Revenue Total:	25,938,643.00	26,104,643.00	12,920,740.03	362,927.83	6,780,930.13	19,701,670.16	-6,402,972.84	75.47 %
Expense								
Department: 121 - ADMIN								
RptCategory: 40 - PERSONNEL SERVICES								
100-121-431010	366,948.00	366,948.00	177,666.38	16,364.06	132,125.39	309,791.77	57,156.23	84.42 %
100-121-431020	278,663.00	278,663.00	91,596.00	8,178.00	65,424.00	157,020.00	121,643.00	56.35 %
100-121-431030	110,412.00	110,412.00	0.00	0.00	0.00	0.00	110,412.00	0.00 %
100-121-431070	134,971.00	134,971.00	68,436.00	6,109.00	48,872.00	117,308.00	17,663.00	86.91 %
100-121-431500	166,217.00	166,217.00	83,456.28	7,114.20	56,871.08	140,327.36	25,889.64	84.42 %
100-121-450500	9,942.00	9,942.00	4,544.28	714.35	5,239.22	9,783.50	158.50	98.41 %
100-121-470000	619,601.00	619,601.00	229,363.10	20,036.19	156,943.62	386,306.72	233,294.28	62.35 %
RptCategory: 40 - PERSONNEL SERVICES Total:	1,686,754.00	1,686,754.00	655,062.04	58,515.80	465,475.31	1,120,537.35	566,216.65	66.43 %
RptCategory: 50 - MATERIAL AND SERVICES								
100-121-500110	293,507.00	293,507.00	262,317.62	15,547.50	128,018.75	390,336.37	-96,829.37	132.99 %
100-121-500120	82,000.00	82,000.00	39,315.00	16,460.00	39,610.00	78,925.00	3,075.00	96.25 %
100-121-500130	200,000.00	200,000.00	103,300.80	13,776.55	68,060.46	171,361.26	28,638.74	85.68 %
100-121-500490	25,000.00	25,000.00	1,489.72	4,611.09	15,820.50	17,310.22	7,689.78	69.24 %
100-121-500491	47,000.00	47,000.00	2,000.00	2,500.00	2,500.00	4,500.00	42,500.00	9.57 %
100-121-500492	160,000.00	160,000.00	54,288.86	0.00	51,089.82	105,378.68	54,621.32	65.86 %
100-121-510020	292,294.00	292,294.00	60,805.30	6,762.00	31,961.06	92,766.36	199,527.64	31.74 %
100-121-510021	78,086.00	78,086.00	25,629.38	5,970.00	34,431.82	60,061.20	18,024.80	76.92 %
100-121-520120	8,250.00	8,250.00	4,678.50	513.01	3,648.86	8,327.36	-77.36	100.94 %
100-121-520320	500.00	500.00	63.86	0.00	7.99	71.85	428.15	14.37 %
100-121-520400	37,000.00	37,000.00	9,384.81	1,608.76	9,756.25	19,141.06	17,858.94	51.73 %
100-121-520450	80,000.00	80,000.00	40,277.76	3,376.70	25,937.79	66,215.55	13,784.45	82.77 %
100-121-530000	395,000.00	395,000.00	209,636.02	0.00	173,066.31	382,696.33	12,303.67	96.89 %
100-121-530200	5,000.00	5,000.00	502.23	42.75	342.00	844.23	4,155.77	16.88 %
100-121-530210	5,000.00	5,000.00	2,473.96	0.00	1,280.70	3,754.66	1,245.34	75.09 %
100-121-540120	26,000.00	26,000.00	6,710.32	890.00	3,079.72	9,790.04	16,209.96	37.65 %
100-121-540200	60,000.00	60,000.00	12,098.12	0.00	10,577.16	22,675.28	37,324.72	37.79 %
100-121-540220	45,000.00	45,000.00	3,199.65	0.00	7,055.76	10,255.41	34,744.59	22.79 %
100-121-540230	2,000.00	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0.00 %
100-121-542000	15,000.00	15,000.00	3,239.72	289.51	3,707.35	6,947.07	8,052.93	46.31 %
100-121-560100	28,000.00	28,000.00	0.00	0.00	0.00	0.00	28,000.00	0.00 %

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100-121-560120	0.00	0.00	8,006.83	623.66	5,167.94	13,174.77	-13,174.77	0.00 %
RptCategory: 50 - MATERIAL AND SERVICES Total:								
TELEPHONES	1,884,637.00	1,884,637.00	849,418.46	72,971.53	615,114.24	1,464,532.70	420,104.30	77.71 %
Department: 121 - ADMIN Total:								
3,571,391.00	3,571,391.00	1,504,480.50	131,487.33	1,080,589.55	2,585,070.05	986,320.95	72.38 %	
Department: 122 - INFORMATION TECHNOLOGY								
RptCategory: 40 - PERSONNEL SERVICES								
100-122-432010	219,612.00	219,612.00	110,894.00	9,467.00	75,736.00	186,630.00	32,982.00	84.98 %
IT MANAGER								
100-122-470000	110,882.00	110,882.00	54,741.28	4,669.96	37,142.70	91,883.98	18,998.02	82.87 %
ASSOCIATED PAYROLL COSTS								
RptCategory: 40 - PERSONNEL SERVICES Total:								
330,494.00	330,494.00	165,635.28	14,136.96	112,878.70	278,513.98	51,980.02	84.27 %	
RptCategory: 50 - MATERIAL AND SERVICES								
100-122-500110	10,000.00	10,000.00	4,990.00	0.00	4,126.58	9,116.58	883.42	91.17 %
CONTRACTUAL & PROFESSIONAL								
100-122-500210	212,811.00	212,811.00	88,845.29	2,214.00	64,795.19	153,640.48	59,170.52	72.20 %
COMPUTER/TECHNOLOGY SERVICE								
100-122-520400	40,260.00	40,260.00	15,650.82	1,730.57	11,430.35	27,081.17	13,178.83	67.27 %
OFFICE SUPPLIES & EQUIPMENT								
100-122-540220	800.00	800.00	0.00	0.00	0.00	0.00	800.00	0.00 %
TRAVEL, CONFERENCES & TRAINING								
100-122-540300	600.00	600.00	15.99	0.00	261.04	277.03	322.97	46.17 %
SMALL TOOLS, EQUIPMENT & SAFETY								
100-122-560110	65,330.00	65,330.00	36,816.83	2,567.58	21,134.53	57,951.36	7,378.64	88.71 %
CELL PHONES, PAGERS & RADIOS								
RptCategory: 50 - MATERIAL AND SERVICES Total:								
329,801.00	329,801.00	146,318.93	6,512.15	101,747.69	248,066.62	81,734.38	75.22 %	
RptCategory: 60 - CAPITAL OUTLAY								
100-122-661018	96,635.00	96,635.00	4,376.97	0.00	10,928.79	15,305.76	81,329.24	15.84 %
COMPUTER & EQUIPMENT RESERVE								
RptCategory: 60 - CAPITAL OUTLAY Total:								
96,635.00	96,635.00	4,376.97	0.00	10,928.79	15,305.76	81,329.24	15.84 %	
Department: 122 - INFORMATION TECHNOLOGY Total:								
756,930.00	756,930.00	316,331.18	20,649.11	225,555.18	541,886.36	215,043.64	71.59 %	
Department: 124 - FACILITIES								
RptCategory: 40 - PERSONNEL SERVICES								
100-124-437050	18,065.00	18,065.00	8,288.34	727.59	5,820.72	14,109.06	3,955.94	78.10 %
PUBLIC WORKS SUPERVISOR								
100-124-437070	86,171.00	86,171.00	27,310.25	2,465.31	19,280.88	46,591.13	39,579.87	54.07 %
UTILITY WORKER II								
100-124-439011	20,000.00	20,000.00	0.00	0.00	0.00	0.00	20,000.00	0.00 %
SEASONAL HELP								
100-124-450100	3,200.00	3,200.00	158.38	0.00	0.00	158.38	3,041.62	4.95 %
OVERTIME								
100-124-470000	62,791.00	62,791.00	21,079.74	1,735.30	13,608.37	34,688.11	28,102.89	55.24 %
ASSOCIATED PAYROLL COSTS								
RptCategory: 40 - PERSONNEL SERVICES Total:								
190,227.00	190,227.00	56,836.71	4,928.20	38,709.97	95,546.68	94,680.32	50.23 %	
RptCategory: 50 - MATERIAL AND SERVICES								
100-124-500110	140,000.00	140,000.00	67,962.88	4,949.59	36,487.06	104,449.94	35,550.06	74.61 %
CONTRACTUAL & PROFESSIONAL SERVICES								
100-124-520130	120,000.00	120,000.00	22,137.86	-8.42	22,146.96	44,284.82	75,715.18	36.90 %
OPERATIONS, MAINTENANCE & REPAIRS								
100-124-540220	4,000.00	4,000.00	90.00	0.00	120.82	210.82	3,789.18	5.27 %
TRAVEL, CONFERENCES & TRAINING								
100-124-540300	7,000.00	7,000.00	1,055.81	579.20	1,674.83	2,730.64	4,269.36	39.01 %
SMALL TOOLS, EQUIPMENT & SAFETY SUPPL...								
100-124-560100	185,000.00	185,000.00	97,210.73	9,270.58	68,078.61	165,289.34	19,710.66	89.35 %
UTILITIES								
RptCategory: 50 - MATERIAL AND SERVICES Total:								
456,000.00	456,000.00	188,457.28	14,790.95	128,508.28	316,965.56	139,034.44	69.51 %	
RptCategory: 60 - CAPITAL OUTLAY								
100-124-641000	320,000.00	320,000.00	44,947.21	0.00	0.00	44,947.21	275,052.79	14.05 %
FACILITY IMPROVEMENTS								
100-124-641005	4,949,000.00	4,949,000.00	51,101.39	79,055.04	235,144.42	286,245.81	4,662,754.19	5.78 %
PUBLIC WORKS FACILITY CONSTRUCTION								

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100-124-641010	20,000.00	20,000.00	0.00	0.00	0.00	0.00	20,000.00	0.00 %
RptCategory: 60 - CAPITAL OUTLAY Total:	5,289,000.00	5,289,000.00	96,048.60	79,055.04	235,144.42	331,193.02	4,957,806.98	6.26 %
Department: 124 - FACILITIES Total:								
	5,935,227.00	5,935,227.00	341,342.59	98,774.19	402,362.67	743,705.26	5,191,521.74	12.53 %
Department: 220 - COURT								
RptCategory: 40 - PERSONNEL SERVICES								
100-220-432020	135,602.00	135,602.00	67,127.16	5,707.23	45,657.84	112,785.00	22,817.00	83.17 %
100-220-432035	172,124.00	172,124.00	84,464.00	7,417.00	59,336.00	143,800.00	28,324.00	83.54 %
100-220-450100	4,302.00	4,302.00	0.00	0.00	0.00	0.00	4,302.00	0.00 %
100-220-450500	0.00	0.00	2,111.64	277.92	2,223.36	4,335.00	-4,335.00	0.00 %
100-220-470000	170,667.00	170,667.00	82,846.44	7,181.50	57,063.83	139,910.27	30,756.73	81.98 %
RptCategory: 40 - PERSONNEL SERVICES Total:	482,695.00	482,695.00	236,549.24	20,583.65	164,281.03	400,830.27	81,864.73	83.04 %
RptCategory: 50 - MATERIAL AND SERVICES								
100-220-500110	1,000.00	1,000.00	288.00	0.00	210.30	498.30	501.70	49.83 %
100-220-500132	72,000.00	72,000.00	39,540.00	3,500.00	28,000.00	67,540.00	4,460.00	93.81 %
100-220-500134	67,000.00	67,000.00	15,100.00	1,550.00	13,350.00	28,450.00	38,550.00	42.46 %
100-220-500136	72,000.00	72,000.00	36,000.00	3,000.00	24,000.00	60,000.00	12,000.00	83.33 %
100-220-500137	3,000.00	3,000.00	0.00	0.00	806.00	806.00	2,194.00	26.87 %
100-220-500138	2,000.00	2,000.00	51.95	134.56	134.56	186.51	1,813.49	9.33 %
100-220-500282	16,000.00	16,000.00	12,672.40	700.00	4,600.00	17,272.40	-1,272.40	107.95 %
100-220-520120	8,000.00	8,000.00	5,109.74	0.00	2,904.20	8,013.94	-13.94	100.17 %
100-220-520400	24,740.00	24,740.00	4,207.21	355.24	3,023.43	7,230.64	17,509.36	29.23 %
100-220-540220	3,000.00	3,000.00	336.25	0.00	25.00	361.25	2,638.75	12.04 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	268,740.00	268,740.00	113,305.55	9,239.80	77,053.49	190,359.04	78,380.96	70.83 %
Department: 220 - COURT Total:								
	751,435.00	751,435.00	349,854.79	29,823.45	241,334.52	591,189.31	160,245.69	78.67 %
Department: 240 - POLICE								
RptCategory: 40 - PERSONNEL SERVICES								
100-240-432110	296,076.00	296,076.00	142,904.52	12,686.00	101,488.00	244,392.52	51,683.48	82.54 %
100-240-432130	243,912.00	243,912.00	115,713.49	20,270.65	91,976.41	207,689.90	36,222.10	85.15 %
100-240-432140	335,616.00	335,616.00	178,659.63	7,916.93	103,307.65	281,967.28	53,648.72	84.01 %
100-240-432160	1,213,547.00	1,213,547.00	566,934.69	45,636.80	373,300.83	940,235.52	273,311.48	77.48 %
100-240-432170	574,524.00	574,524.00	277,280.75	24,573.22	164,749.77	442,030.52	132,493.48	76.94 %
100-240-432182	62,616.00	62,616.00	33,305.80	2,085.50	17,288.21	50,594.01	12,021.99	80.80 %
100-240-432185	119,256.00	119,256.00	59,028.00	5,118.00	40,341.52	99,369.52	19,886.48	83.32 %
100-240-450100	267,000.00	317,400.00	244,764.85	8,788.37	104,513.20	349,278.05	-31,878.05	110.04 %
100-240-450200	0.00	40,600.00	0.00	2,627.14	12,396.10	12,396.10	28,203.90	30.53 %
100-240-450300	25,000.00	25,000.00	15,769.89	1,282.96	14,084.98	29,854.87	-4,854.87	119.42 %
100-240-450500	123,530.00	123,530.00	57,225.94	5,695.80	39,451.66	96,677.60	26,852.40	78.26 %
100-240-470000	5,656.00	5,656.00	3,947.42	1,102.87	9,308.48	13,255.90	-7,599.90	234.37 %
RptCategory: 40 - PERSONNEL SERVICES Total:	5,194,527.00	5,285,527.00	2,592,187.73	210,541.93	1,623,249.86	4,215,437.59	1,070,089.41	79.75 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 02/28/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	February Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
RptCategory: 50 - MATERIAL AND SERVICES								
100-240-500110	145,000.00	145,000.00	37,254.20	2,121.44	27,256.71	64,510.91	80,489.09	44.49 %
100-240-500284	14,600.00	14,600.00	5,691.50	0.00	7,010.00	12,701.50	1,898.50	87.00 %
100-240-500498	145,000.00	145,000.00	12,064.08	12,592.50	93,259.00	105,323.08	39,676.92	72.64 %
100-240-510044	9,500.00	9,500.00	0.00	0.00	0.00	0.00	9,500.00	0.00 %
100-240-520100	87,328.00	87,328.00	17,363.66	15,483.00	29,393.55	46,757.21	40,570.79	53.54 %
100-240-520112	68,000.00	68,000.00	35,104.03	180.00	3,770.43	38,874.46	29,125.54	57.17 %
100-240-520320	158,000.00	158,000.00	93,479.27	5,465.85	67,422.98	160,902.25	-2,902.25	101.84 %
100-240-520340	0.00	0.00	15.15	0.00	0.00	15.15	-15.15	0.00 %
100-240-520345	4,000.00	4,000.00	2,293.14	0.00	685.68	2,978.82	1,021.18	74.47 %
100-240-520400	36,400.00	36,400.00	14,463.17	4,080.75	9,917.79	24,380.96	12,019.04	66.98 %
100-240-540110	12,000.00	12,000.00	2,593.51	1,881.97	5,278.29	7,871.80	4,128.20	65.60 %
100-240-540200	18,550.00	18,550.00	1,040.35	225.00	2,749.00	3,789.35	14,760.65	20.43 %
100-240-540220	74,200.00	74,200.00	24,554.76	974.39	6,208.05	30,762.81	43,437.19	41.46 %
100-240-540301	39,600.00	39,600.00	14,473.44	682.53	9,320.21	23,793.65	15,806.35	60.08 %
100-240-542000	5,000.00	5,000.00	2,723.65	0.00	459.00	3,182.65	1,817.35	63.65 %
100-240-560120	20,200.00	20,200.00	9,811.99	764.23	6,332.73	16,144.72	4,055.28	79.92 %
RptCategory: 50 - MATERIAL AND SERVICES Total:								
	837,378.00	837,378.00	272,925.90	44,451.66	269,063.42	541,989.32	295,388.68	64.72 %
RptCategory: 60 - CAPITAL OUTLAY								
100-240-651000	172,500.00	172,500.00	61,861.31	0.00	45,163.44	107,024.75	65,475.25	62.04 %
RptCategory: 60 - CAPITAL OUTLAY Total:								
	172,500.00	172,500.00	61,861.31	0.00	45,163.44	107,024.75	65,475.25	62.04 %
Department: 240 - POLICE Total:								
	6,204,405.00	6,295,405.00	2,926,974.94	254,993.59	1,937,476.72	4,864,451.66	1,430,953.34	77.27 %
Department: 250 - FIRE								
RptCategory: 40 - PERSONNEL SERVICES								
100-250-432210	268,716.00	268,716.00	121,988.54	0.00	0.00	121,988.54	146,727.46	45.40 %
100-250-432220	136,620.00	136,620.00	0.00	0.00	0.00	0.00	136,620.00	0.00 %
100-250-432240	569,088.00	569,088.00	219,683.39	0.00	0.00	219,683.39	349,404.61	38.60 %
100-250-432290	635,264.00	635,264.00	273,496.72	0.00	0.00	273,496.72	361,767.28	43.05 %
100-250-450100	64,070.00	64,070.00	147,682.03	0.00	0.00	147,682.03	-83,612.03	230.50 %
100-250-470000	935,446.00	935,446.00	342,697.29	0.00	0.00	342,697.29	592,748.71	36.63 %
100-250-470040	0.00	0.00	1,364.10	0.00	0.00	1,364.10	-1,364.10	0.00 %
RptCategory: 40 - PERSONNEL SERVICES Total:								
	2,609,204.00	2,609,204.00	1,106,912.07	0.00	0.00	1,106,912.07	1,502,291.93	42.42 %
RptCategory: 50 - MATERIAL AND SERVICES								
100-250-500110	82,000.00	82,000.00	342,082.15	0.00	1,611,015.00	1,953,097.15	-1,871,097.15	2,381.83 %
100-250-500150	29,000.00	29,000.00	11,310.00	0.00	0.00	11,310.00	17,690.00	39.00 %
100-250-500498	192,500.00	192,500.00	86,648.42	0.00	0.00	86,648.42	105,851.58	45.01 %
100-250-510022	50,000.00	50,000.00	0.00	0.00	0.00	0.00	50,000.00	0.00 %
100-250-520122	5,000.00	5,000.00	270.00	0.00	0.00	270.00	4,730.00	5.40 %
100-250-520124	55,650.00	55,650.00	21,287.19	0.00	0.00	21,287.19	34,362.81	38.25 %
100-250-520200	86,300.00	86,300.00	44,844.88	0.00	18,250.00	63,094.88	23,205.12	73.11 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 02/28/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	February Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
100-250-520320	134,200.00	134,200.00	39,460.32	0.00	0.00	39,460.32	94,739.68	29.40 %
100-250-520400	0.00	0.00	104.37	-612.50	0.00	104.37	-104.37	0.00 %
100-250-540130	26,000.00	26,000.00	3,684.45	0.00	0.00	3,684.45	22,315.55	14.17 %
100-250-540200	5,000.00	5,000.00	1,922.92	0.00	0.00	1,922.92	3,077.08	38.46 %
100-250-540224	15,000.00	15,000.00	1,536.50	0.00	0.00	1,536.50	13,463.50	10.24 %
100-250-540225	65,000.00	65,000.00	9,269.18	0.00	0.00	9,269.18	55,730.82	14.26 %
100-250-540301	25,000.00	25,000.00	3,782.49	0.00	0.00	3,782.49	21,217.51	15.13 %
100-250-560110	36,000.00	36,000.00	19,680.00	0.00	0.00	19,680.00	16,320.00	54.67 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	806,650.00	806,650.00	585,882.87	-612.50	1,629,265.00	2,215,147.87	-1,408,497.87	274.61 %
RptCategory: 60 - CAPITAL OUTLAY								
100-250-641000	350,000.00	350,000.00	19,788.93	0.00	206,876.67	226,665.60	123,334.40	64.76 %
100-250-661018	0.00	0.00	29,117.14	0.00	7,600.25	36,717.39	-36,717.39	0.00 %
RptCategory: 60 - CAPITAL OUTLAY Total:	350,000.00	350,000.00	48,906.07	0.00	214,476.92	263,382.99	86,617.01	75.25 %
Department: 250 - FIRE Total:	3,765,854.00	3,765,854.00	1,741,701.01	-612.50	1,843,741.92	3,585,442.93	180,411.07	95.21 %
Department: 526 - PARKS								
RptCategory: 40 - PERSONNEL SERVICES								
100-526-437049	46,111.00	46,111.00	22,960.78	2,087.40	16,699.20	39,659.98	6,451.02	86.01 %
100-526-437050	81,292.00	81,292.00	37,297.60	3,274.16	26,193.28	63,490.88	17,801.12	78.10 %
100-526-437051	19,919.00	19,919.00	0.00	0.00	0.00	0.00	19,919.00	0.00 %
100-526-437055	20,695.00	20,695.00	11,725.60	1,598.10	12,870.81	24,596.41	-3,901.41	118.85 %
100-526-437070	144,436.00	144,436.00	27,794.92	2,465.30	19,280.79	47,075.71	97,360.29	32.59 %
100-526-437071	86,171.00	86,171.00	59,544.00	4,342.00	35,119.33	94,663.33	-8,492.33	109.86 %
100-526-439011	100,000.00	100,000.00	23,423.05	0.00	21,412.09	44,835.14	55,164.86	44.84 %
100-526-450100	11,000.00	11,000.00	1,165.19	44.36	219.03	1,384.22	9,615.78	12.58 %
100-526-470000	285,143.00	285,143.00	84,035.55	7,299.02	60,288.39	144,323.94	140,819.06	50.61 %
RptCategory: 40 - PERSONNEL SERVICES Total:	794,767.00	794,767.00	267,946.69	21,110.34	192,082.92	460,029.61	334,737.39	57.88 %
RptCategory: 50 - MATERIAL AND SERVICES								
100-526-500110	20,400.00	20,400.00	34,149.93	1,607.78	14,494.22	48,644.15	-28,244.15	238.45 %
100-526-520120	0.00	0.00	4,998.08	153.47	2,672.72	7,670.80	-7,670.80	0.00 %
100-526-520130	145,000.00	145,000.00	82,771.60	3,155.90	25,587.85	108,359.45	36,640.55	74.73 %
100-526-520132	70,000.00	70,000.00	1,300.00	0.00	0.00	1,300.00	68,700.00	1.86 %
100-526-520220	0.00	0.00	225.06	0.00	0.00	225.06	-225.06	0.00 %
100-526-520320	45,000.00	45,000.00	17,524.34	405.82	13,395.65	30,919.99	14,080.01	68.71 %
100-526-520400	5,000.00	5,000.00	2,132.09	83.92	1,412.47	3,544.56	1,455.44	70.89 %
100-526-540220	3,500.00	3,500.00	419.15	65.00	317.32	736.47	2,763.53	21.04 %
100-526-540300	20,000.00	20,000.00	3,974.32	3,096.53	5,394.78	9,369.10	10,630.90	46.85 %
100-526-540400	3,000.00	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0.00 %
100-526-560100	70,000.00	70,000.00	38,418.98	2,625.38	30,276.34	68,695.32	1,304.68	98.14 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	381,900.00	381,900.00	185,913.55	11,193.80	93,551.35	279,464.90	102,435.10	73.18 %

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For Fiscal: 2022-2023 Period Ending: 02/28/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	February Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
RptCategory: 60 - CAPITAL OUTLAY								
100-526-660100	87,344.00	87,344.00	0.00	0.00	0.00	0.00	87,344.00	0.00 %
100-526-676050	758,853.00	758,853.00	55,150.00	0.00	22,958.75	78,108.75	680,744.25	10.29 %
RptCategory: 60 - CAPITAL OUTLAY Total:	846,197.00	846,197.00	55,150.00	0.00	22,958.75	78,108.75	768,088.25	9.23 %
Department: 526 - PARKS Total:								
	2,022,864.00	2,022,864.00	509,010.24	32,304.14	308,593.02	817,603.26	1,205,260.74	40.42 %
Department: 527 - RECREATION								
RptCategory: 40 - PERSONNEL SERVICES								
100-527-435110	32,000.00	32,000.00	0.00	0.00	0.00	0.00	32,000.00	0.00 %
100-527-435120	28,000.00	28,000.00	229.32	0.00	3,570.55	3,799.87	24,200.13	13.57 %
100-527-470000	6,000.00	6,000.00	415.44	0.00	1,296.42	1,711.86	4,288.14	28.53 %
RptCategory: 40 - PERSONNEL SERVICES Total:	66,000.00	66,000.00	644.76	0.00	4,866.97	5,511.73	60,488.27	8.35 %
RptCategory: 50 - MATERIAL AND SERVICES								
100-527-510062	3,000.00	3,000.00	980.91	0.00	702.47	1,683.38	1,316.62	56.11 %
100-527-510064	5,000.00	5,000.00	1,616.99	484.54	484.54	2,101.53	2,898.47	42.03 %
100-527-520136	2,200.00	2,200.00	0.00	0.00	14.58	14.58	2,185.42	0.66 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	10,200.00	10,200.00	2,597.90	484.54	1,201.59	3,799.49	6,400.51	37.25 %
Department: 527 - RECREATION Total:								
	76,200.00	76,200.00	3,242.66	484.54	6,068.56	9,311.22	66,888.78	12.22 %
Department: 528 - SENIOR CENTER								
RptCategory: 40 - PERSONNEL SERVICES								
100-528-435210	209,121.00	209,121.00	65,643.89	8,178.00	64,098.00	129,741.89	79,379.11	62.04 %
100-528-435240	61,903.00	61,903.00	30,527.48	2,659.02	20,397.20	50,924.68	10,978.32	82.27 %
100-528-435250	49,406.00	49,406.00	38,659.83	4,227.28	35,041.46	73,701.29	-24,295.29	149.17 %
100-528-435280	113,713.00	113,713.00	58,659.39	5,684.86	46,052.33	104,711.72	9,001.28	92.08 %
100-528-435295	10,000.00	10,000.00	371.00	55.31	418.69	789.69	9,210.31	7.90 %
100-528-450500	1,857.00	1,857.00	516.25	56.85	460.52	976.77	880.23	52.60 %
100-528-470000	199,770.00	199,770.00	84,767.75	10,637.19	83,643.68	168,411.43	31,358.57	84.30 %
RptCategory: 40 - PERSONNEL SERVICES Total:	645,770.00	645,770.00	279,145.59	31,498.51	250,111.88	529,257.47	116,512.53	81.96 %
RptCategory: 50 - MATERIAL AND SERVICES								
100-528-500110	0.00	0.00	584.32	0.00	0.00	584.32	-584.32	0.00 %
100-528-510075	40,000.00	40,000.00	5,763.02	1,495.92	9,572.15	15,335.17	24,664.83	38.34 %
100-528-520140	14,500.00	14,500.00	4,518.59	329.61	3,959.21	8,477.80	6,022.20	58.47 %
100-528-520190	8,250.00	8,250.00	3,986.87	0.00	1,755.27	5,742.14	2,507.86	69.60 %
100-528-520200	9,360.00	9,360.00	2,471.25	0.00	134.31	2,605.56	6,754.44	27.84 %
100-528-520320	2,750.00	2,750.00	823.73	235.08	843.40	1,667.13	1,082.87	60.62 %
100-528-520400	13,000.00	13,000.00	3,296.84	870.13	3,673.95	6,970.79	6,029.21	53.62 %
100-528-540200	3,200.00	3,200.00	219.00	0.00	0.00	219.00	2,981.00	6.84 %
100-528-540220	0.00	0.00	20.34	0.00	25.00	45.34	-45.34	0.00 %
100-528-540230	200.00	200.00	0.00	0.00	0.00	0.00	200.00	0.00 %

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For Fiscal: 2022-2023 Period Ending: 02/28/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	February Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
100-528-560120	7,000.00	7,000.00	1,540.81	119.70	991.92	2,532.73	4,467.27	36.18 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	98,260.00	98,260.00	23,224.77	3,050.44	20,955.21	44,179.98	54,080.02	44.96 %
RptCategory: 60 - CAPITAL OUTLAY	0.00	75,000.00	0.00	0.00	0.00	0.00	75,000.00	0.00 %
VEHICLES AND EQUIPMENT RESERVES	0.00	75,000.00	0.00	0.00	0.00	0.00	75,000.00	0.00 %
RptCategory: 60 - CAPITAL OUTLAY Total:	744,030.00	819,030.00	302,370.36	34,548.95	271,067.09	573,437.45	245,592.55	70.01 %
Department: 528 - SENIOR CENTER Total:	418,180.00	418,180.00	206,338.00	0.00	0.00	206,338.00	211,842.00	49.34 %
RptCategory: 50 - MATERIAL AND SERVICES	418,180.00	418,180.00	206,338.00	0.00	0.00	206,338.00	211,842.00	49.34 %
CONTRACTUAL & PROFESSIONAL SERVICES	604,398.00	604,398.00	207,889.00	0.00	172,598.00	380,487.00	223,911.00	62.95 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	418,180.00	418,180.00	206,338.00	0.00	0.00	206,338.00	211,842.00	49.34 %
Department: 529 - LIBRARY	418,180.00	418,180.00	206,338.00	0.00	0.00	206,338.00	211,842.00	49.34 %
Department: 600 - DEBT SERVICE	946,130.00	946,130.00	349,909.51	35,091.48	308,374.96	658,284.47	287,845.53	69.58 %
RptCategory: 70 - DEBT SERVICE	946,130.00	946,130.00	349,909.51	35,091.48	308,374.96	658,284.47	287,845.53	69.58 %
DEBT PRINCIPAL	604,398.00	604,398.00	207,889.00	0.00	172,598.00	380,487.00	223,911.00	62.95 %
DEBT SERVICE - INTEREST	290,732.00	290,732.00	91,943.68	35,091.48	135,776.96	227,720.64	63,011.36	78.33 %
OFU - ISSUANCE COSTS	51,000.00	51,000.00	50,076.83	0.00	0.00	50,076.83	923.17	98.19 %
RptCategory: 70 - DEBT SERVICE Total:	946,130.00	946,130.00	349,909.51	35,091.48	308,374.96	658,284.47	287,845.53	69.58 %
Department: 600 - DEBT SERVICE Total:	946,130.00	946,130.00	349,909.51	35,091.48	308,374.96	658,284.47	287,845.53	69.58 %
Department: 990 - CONTINGENCY	745,997.00	745,997.00	0.00	0.00	0.00	0.00	745,997.00	0.00 %
RptCategory: 90 - OTHER	745,997.00	745,997.00	0.00	0.00	0.00	0.00	745,997.00	0.00 %
CONTINGENCY FUNDS	745,997.00	745,997.00	0.00	0.00	0.00	0.00	745,997.00	0.00 %
RptCategory: 90 - OTHER Total:	745,997.00	745,997.00	0.00	0.00	0.00	0.00	745,997.00	0.00 %
Department: 990 - CONTINGENCY Total:	745,997.00	745,997.00	0.00	0.00	0.00	0.00	745,997.00	0.00 %
Expense Total:	25,938,643.00	26,104,643.00	8,551,555.78	637,544.28	6,625,164.19	15,176,719.97	10,927,923.03	58.14 %
Fund: 100 - GENERAL FUND Surplus (Deficit):	0.00	0.00	4,369,184.25	-274,616.45	155,765.94	4,524,950.19	4,524,950.19	0.00 %
Fund: 105 - AMERICAN RESCUE PLAN RESERVE FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL	0.00	2,737,344.00	30,000.00	0.00	253,042.85	283,042.85	-2,454,301.15	10.34 %
RptType: 3150 - GRANTS	0.00	2,737,344.00	30,000.00	0.00	253,042.85	283,042.85	-2,454,301.15	10.34 %
OTHER GRANTS (ARPA)	0.00	2,737,344.00	30,000.00	0.00	253,042.85	283,042.85	-2,454,301.15	10.34 %
RptType: 3150 - GRANTS Total:	0.00	2,737,344.00	30,000.00	0.00	253,042.85	283,042.85	-2,454,301.15	10.34 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	0.00	2,737,344.00	30,000.00	0.00	253,042.85	283,042.85	-2,454,301.15	10.34 %
Revenue Total:	0.00	2,737,344.00	30,000.00	0.00	253,042.85	283,042.85	-2,454,301.15	10.34 %
Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Department: 150 - ARPA GRANT	0.00	0.00	0.00	0.00	142,500.00	142,500.00	-142,500.00	0.00 %
RptCategory: 40 - PERSONNEL SERVICES	0.00	0.00	0.00	0.00	142,500.00	142,500.00	-142,500.00	0.00 %
105-150-450900	0.00	0.00	0.00	0.00	142,500.00	142,500.00	-142,500.00	0.00 %
RECOGNITION AWARD	0.00	0.00	0.00	0.00	142,500.00	142,500.00	-142,500.00	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 02/28/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	February Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
105-150-470000	0.00	0.00	0.00	0.00	43,050.28	43,050.28	-43,050.28	0.00 %
ASSOCIATED PAYROLL COSTS								
RptCategory: 40 - PERSONNEL SERVICES Total:								
105-150-500110	0.00	200,000.00	30,000.00	2,940.00	46,677.82	76,677.82	123,322.18	38.34 %
CONTRACTUAL & PROFESSIONAL SERVICES								
105-150-530200	0.00	50,000.00	0.00	3,900.75	33,705.50	33,705.50	16,294.50	67.41 %
EMERGENCY MANAGEMENT								
105-150-530210	0.00	1,277,344.00	0.00	0.00	0.00	0.00	1,277,344.00	0.00 %
ARPA FUNDING (TBD)								
RptCategory: 50 - MATERIAL AND SERVICES Total:								
	0.00	1,527,344.00	30,000.00	6,840.75	80,383.32	110,383.32	1,416,960.68	7.23 %
Department: 150 - ARPA GRANT Total:								
	0.00	1,527,344.00	30,000.00	6,840.75	265,933.60	295,933.60	1,231,410.40	19.38 %
Department: 920 - TRANSFER OUT								
RptCategory: 89 - TRANSFERS OUT								
105-920-899730	0.00	1,210,000.00	0.00	0.00	0.00	0.00	1,210,000.00	0.00 %
OPERATING TRANSFER OUT - SEWER FUND								
RptCategory: 89 - TRANSFERS OUT Total:								
	0.00	1,210,000.00	0.00	0.00	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	0.00	0.00	1,210,000.00	0.00 %
Expense Total:								
	0.00	2,737,344.00	30,000.00	6,840.75	265,933.60	295,933.60	2,441,410.40	10.81 %
Fund: 105 - AMERICAN RESCUE PLAN RESERVE FUND Surplus (Deficit):								
	0.00	0.00	0.00	-6,840.75	-12,890.75	-12,890.75	-12,890.75	0.00 %
Fund: 205 - ROAD AND STREET FUND								
Revenue								
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL								
RptType: 3000 - BEG FUND BAL.								
205-000-309999	2,900,000.00	2,900,000.00	0.00	0.00	0.00	0.00	-2,900,000.00	0.00 %
BEGINNING FUND BALANCE								
RptType: 3000 - BEG FUND BAL. Total:								
	2,900,000.00	2,900,000.00	0.00	0.00	0.00	0.00	-2,900,000.00	0.00 %
Department: 3100 - LOCAL TAXES								
205-000-310060	370,000.00	370,000.00	250,270.30	0.00	112,747.80	363,018.10	-6,981.90	98.11 %
VEHICLE REGISTRATION FEES								
RptType: 3100 - LOCAL TAXES Total:								
	370,000.00	370,000.00	250,270.30	0.00	112,747.80	363,018.10	-6,981.90	98.11 %
Department: 3110 - STATE SHARED TAXES								
205-000-310140	1,817,551.00	1,817,551.00	1,040,013.74	88,271.57	562,823.81	1,602,837.55	-214,713.45	88.19 %
STATE HIGHWAY TAXES								
RptType: 3110 - STATE SHARED TAXES Total:								
	1,817,551.00	1,817,551.00	1,040,013.74	88,271.57	562,823.81	1,602,837.55	-214,713.45	88.19 %
Department: 3120 - RIGHT OF WAY FEES								
205-000-312050	375,000.00	375,000.00	115,420.19	12,053.04	36,948.84	152,369.03	-222,630.97	40.63 %
RIGHT OF WAY - TELECOM								
205-000-312055	200,000.00	200,000.00	104,089.96	5,880.45	18,034.91	122,124.87	-77,875.13	61.06 %
RIGHT OF WAY - OTHER								
205-000-312060	1,500.00	1,500.00	285.00	200.00	1,100.00	1,385.00	-115.00	92.33 %
ROW LICENSES & APP FEES								
RptType: 3120 - RIGHT OF WAY FEES Total:								
	576,500.00	576,500.00	219,795.15	18,133.49	56,083.75	275,878.90	-300,621.10	47.85 %
Department: 3141 - SDC								
205-000-314075	20,000.00	20,000.00	0.00	0.00	1,459.99	1,459.99	-18,540.01	7.30 %
TRANSPORTATION SDCS								
205-000-314076	0.00	0.00	0.00	0.00	178.52	178.52	178.52	0.00 %
SDC Reimbursement Fee								
RptType: 3141 - SDC Total:								
	20,000.00	20,000.00	0.00	0.00	1,638.51	1,638.51	-18,361.49	8.19 %

Budget Report

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	Original Total Budget	Current Total Budget	2021-2022 Activity	February Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
RptType: 3600 - MISCELLANEOUS								
ALL OTHER ROAD/STREET RECEIPTS	60,000.00	60,000.00	25,220.00	235.00	17,155.00	42,375.00	-17,625.00	70.63 %
RptType: 3600 - MISCELLANEOUS Total:	60,000.00	60,000.00	25,220.00	235.00	17,155.00	42,375.00	-17,625.00	70.63 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	5,744,051.00	5,744,051.00	1,535,299.19	106,640.06	750,448.87	2,285,748.06	-3,458,302.94	39.79 %
Department: 910 - TRANSFER IN								
RptType: 3990 - TRANSFERS IN								
TRANSFER IN FROM SEWER FUND	430,925.00	430,925.00	192,866.00	0.00	101,437.20	294,303.20	-136,621.80	68.30 %
TRANSFER IN FROM WATER FUND	282,000.00	282,000.00	129,408.00	0.00	75,494.70	204,902.70	-77,097.30	72.66 %
TRANSFER IN FROM STORM WATER	104,100.00	104,100.00	46,248.00	0.00	23,573.10	69,821.10	-34,278.90	67.07 %
RptType: 3990 - TRANSFERS IN Total:	817,025.00	817,025.00	368,522.00	0.00	200,505.00	569,027.00	-247,998.00	69.65 %
Department: 910 - TRANSFER IN Total:	817,025.00	817,025.00	368,522.00	0.00	200,505.00	569,027.00	-247,998.00	69.65 %
Revenue Total:	6,561,076.00	6,561,076.00	1,903,821.19	106,640.06	950,953.87	2,854,775.06	-3,706,300.94	43.51 %
Expense								
Department: 305 - ROAD AND STREET								
RptCategory: 40 - PERSONNEL SERVICES								
PUBLIC WORKS DIRECTOR	46,112.00	46,112.00	22,960.78	2,087.40	16,699.20	39,659.98	6,452.02	86.01 %
PUBLIC WORKS SUPERVISOR	81,292.00	81,292.00	37,297.59	3,274.17	26,193.36	63,490.95	17,801.05	78.10 %
PW UTILITIES MANAGER	44,817.00	44,817.00	0.00	2,294.31	6,987.90	6,987.90	37,829.10	15.59 %
PW ADMIN ASSISTANT	46,564.00	46,564.00	22,819.96	2,398.98	19,401.70	42,221.66	4,342.34	90.67 %
UTILITY WORKER, JOURNEY	378,527.00	378,527.00	143,267.52	11,373.22	90,708.76	233,976.28	144,550.72	61.81 %
UTILITY WORKER II	0.00	0.00	0.00	4,135.00	12,977.55	12,977.55	-12,977.55	0.00 %
SEASONAL HELP	50,000.00	50,000.00	19,707.28	0.00	0.00	19,707.28	30,292.72	39.41 %
OVERTIME	8,000.00	8,000.00	3,217.95	186.79	903.07	4,121.02	3,878.98	51.51 %
CAREER RECOGNITION PAY	0.00	0.00	3,633.73	509.63	3,843.00	7,476.73	-7,476.73	0.00 %
ASSOCIATED PAYROLL COSTS	374,085.00	374,085.00	165,852.61	15,733.24	114,830.79	280,683.40	93,401.60	75.03 %
RptCategory: 40 - PERSONNEL SERVICES Total:	1,029,397.00	1,029,397.00	418,757.42	41,992.74	292,545.33	711,302.75	318,094.25	69.10 %
Department: 50 - MATERIAL AND SERVICES								
CONTRACTUAL & PROFESSIONAL SERVICES	46,000.00	46,000.00	8,084.32	771.11	5,325.23	13,409.55	32,590.45	29.15 %
OPERATIONS, MAINTENANCE & REPAIRS	600,000.00	600,000.00	253,365.19	732.67	151,328.44	404,693.63	195,306.37	67.45 %
STREET LIGHT MAINTENANCE	200,000.00	200,000.00	79,349.76	7,354.04	57,314.02	136,663.78	63,336.22	68.33 %
TRAFFIC SIGNAL MAINTENANCE	16,000.00	16,000.00	5,999.63	0.00	6,653.92	9,653.55	6,346.45	60.33 %
STREET SIGN MAINTENANCE	100,000.00	100,000.00	30,250.70	3,201.50	26,448.65	56,699.35	43,300.65	56.70 %
FLEET FUEL, MAINTENANCE & REPAIR	65,000.00	65,000.00	16,649.72	2,395.12	13,147.11	29,796.83	35,203.17	45.84 %
OFFICE SUPPLIES & EQUIPMENT	5,000.00	5,000.00	1,214.38	71.71	930.60	2,144.98	2,855.02	42.90 %
TRAVEL, CONFERENCES & TRAINING	5,000.00	5,000.00	0.00	0.00	45.84	45.84	4,954.16	0.92 %
SMALL TOOLS, EQUIPMENT & SAFETY SUPPL...	40,000.00	40,000.00	2,617.61	2,089.05	3,591.93	6,209.54	33,790.46	15.52 %
DUMPING, HAULING, GARBAGE	5,000.00	5,000.00	4,972.00	0.00	674.93	5,646.93	-646.93	112.94 %
UTILITIES	2,500.00	2,500.00	644.56	50.62	419.44	1,064.00	1,436.00	42.56 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	1,084,500.00	1,084,500.00	403,147.87	16,665.82	262,880.11	666,027.98	418,472.02	61.41 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 02/28/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	February Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
RptCategory: 60 - CAPITAL OUTLAY								
<u>205-305-660100</u>	622,000.00	622,000.00	85,725.60	0.00	0.00	85,725.60	536,274.40	13.78 %
205-305-675056	90,175.00	90,175.00	0.00	0.00	0.00	0.00	90,175.00	0.00 %
<u>205-305-676050</u>	1,490,964.00	1,490,964.00	128,063.60	0.00	911,464.12	1,039,527.72	451,436.28	69.72 %
<u>205-305-678090</u>	550,570.00	550,570.00	0.00	0.00	0.00	0.00	550,570.00	0.00 %
RptCategory: 60 - CAPITAL OUTLAY Total:	2,753,709.00	2,753,709.00	213,789.20	0.00	911,464.12	1,125,253.32	1,628,455.68	40.86 %
Department: 305 - ROAD AND STREET Total:								
	4,867,606.00	4,867,606.00	1,035,694.49	58,658.56	1,466,889.56	2,502,584.05	2,365,021.95	51.41 %
Department: 920 - TRANSFER OUT								
RptCategory: 89 - TRANSFERS OUT								
<u>205-920-899100</u>	458,255.00	458,255.00	176,444.00	0.00	148,466.64	324,910.64	133,344.36	70.90 %
<u>205-920-899730</u>	278,405.00	278,405.00	117,663.00	0.00	58,456.40	176,119.40	102,285.60	63.26 %
<u>205-920-899740</u>	278,405.00	278,405.00	117,663.00	0.00	58,456.40	176,119.40	102,285.60	63.26 %
<u>205-920-899750</u>	278,405.00	278,405.00	117,663.00	0.00	58,456.40	176,119.40	102,285.60	63.26 %
RptCategory: 89 - TRANSFERS OUT Total:	1,293,470.00	1,293,470.00	529,433.00	0.00	323,835.84	853,268.84	440,201.16	65.97 %
Department: 920 - TRANSFER OUT Total:								
	1,293,470.00	1,293,470.00	529,433.00	0.00	323,835.84	853,268.84	440,201.16	65.97 %
Department: 990 - CONTINGENCY								
RptCategory: 90 - OTHER								
<u>205-990-910000</u>	400,000.00	400,000.00	0.00	0.00	0.00	0.00	400,000.00	0.00 %
RptCategory: 90 - OTHER Total:								
	400,000.00	400,000.00	0.00	0.00	0.00	0.00	400,000.00	0.00 %
Department: 990 - CONTINGENCY Total:								
	400,000.00	400,000.00	0.00	0.00	0.00	0.00	400,000.00	0.00 %
Expense Total:								
	6,561,076.00	6,561,076.00	1,565,127.49	58,658.56	1,790,725.40	3,355,852.89	3,205,223.11	51.15 %
Fund: 205 - ROAD AND STREET FUND Surplus (Deficit):								
	0.00	0.00	338,693.70	47,981.50	-839,771.53	-501,077.83	-501,077.83	0.00 %
Fund: 228 - POLICE LEVY FUND								
Revenue								
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL								
RptType: 3000 - BEG FUND BAL.								
<u>228-000-309999</u>	140,000.00	140,000.00	0.00	0.00	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	0.00	0.00	-140,000.00	0.00 %
RptType: 3100 - LOCAL TAXES								
<u>228-000-310020</u>	1,416,016.00	1,416,016.00	698,273.38	5,287.71	679,949.15	1,378,222.53	-37,793.47	97.33 %
228-000-310050	16,000.00	16,000.00	5,849.18	587.33	5,899.41	11,748.59	-4,251.41	73.43 %
RptType: 3100 - LOCAL TAXES Total:	1,432,016.00	1,432,016.00	704,122.56	5,875.04	685,848.56	1,389,971.12	-42,044.88	97.06 %
RptType: 3301 - INTEREST								
<u>228-000-330100</u>	2,000.00	2,000.00	1,740.79	813.76	3,042.20	4,782.99	2,782.99	239.15 %
RptType: 3301 - INTEREST Total:								
	2,000.00	2,000.00	1,740.79	813.76	3,042.20	4,782.99	2,782.99	239.15 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:								
	1,574,016.00	1,574,016.00	705,863.35	6,688.80	688,890.76	1,394,754.11	-179,261.89	88.61 %
Revenue Total:								
	1,574,016.00	1,574,016.00	705,863.35	6,688.80	688,890.76	1,394,754.11	-179,261.89	88.61 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 02/28/2023

Expense	Original Total Budget	Current Total Budget	2021-2022 Activity	February Activity	2022-2023 Activity	Total Activity	Variance		
							Favorable (Unfavorable)	Percent Used	
Department: 245 - POLICE LEVY									
RptCategory: 40 - PERSONNEL SERVICES									
228-245-432160 POLICE OFFICER	167,808.00	167,808.00	95,466.49	8,006.43	65,580.04	161,046.53	6,761.47	95.97 %	
228-245-432165 SCHOOL RESOURCE OFFICER	167,808.00	167,808.00	90,896.38	7,580.80	53,489.77	144,386.15	23,421.85	86.04 %	
228-245-432180 MUNICIPAL ORDINANCE SPECIALIST	138,070.00	138,070.00	68,340.00	6,476.72	47,276.51	115,616.51	22,453.49	83.74 %	
228-245-432195 EXECUTIVE ASSISTANT	148,644.00	148,644.00	71,979.60	6,407.00	51,265.24	123,244.84	25,399.16	82.91 %	
228-245-450100 OVERTIME	40,000.00	40,000.00	14,755.93	747.92	13,673.43	28,429.36	11,570.64	71.07 %	
228-245-450200 HOLIDAY PAY	8,000.00	8,000.00	958.45	952.99	1,917.80	2,876.25	5,123.75	35.95 %	
228-245-450300 PROFICIENCY PAY	52,860.00	52,860.00	20,507.98	1,629.13	15,648.41	36,156.39	16,703.61	68.40 %	
228-245-450500 CAREER RECOGNITION PAY	3,428.00	3,428.00	2,752.58	495.51	2,959.19	5,711.77	-2,283.77	166.62 %	
228-245-470000 ASSOCIATED PAYROLL COSTS	471,308.00	471,308.00	261,569.55	17,408.08	160,800.54	422,370.09	48,937.91	89.62 %	
RptCategory: 40 - PERSONNEL SERVICES Total:	1,197,926.00	1,197,926.00	627,226.96	49,704.58	412,610.93	1,039,837.89	158,088.11	86.80 %	
RptCategory: 50 - MATERIAL AND SERVICES									
228-245-500498 SHARE COST CCOM DISPATCH	152,250.00	152,250.00	132,704.92	0.00	7,481.00	140,185.92	12,064.08	92.08 %	
228-245-510032 SRO EXPENSES	4,000.00	4,000.00	1,560.62	550.00	1,935.30	3,495.92	504.08	87.40 %	
228-245-510040 K-9 EXPENSES	14,000.00	14,000.00	3,568.70	924.92	4,097.37	7,666.07	6,333.93	54.76 %	
228-245-510041 SWAT PROGRAM	8,200.00	8,200.00	0.00	0.00	3,959.96	3,959.96	4,240.04	48.29 %	
RptCategory: 50 - MATERIAL AND SERVICES Total:	178,450.00	178,450.00	137,834.24	1,474.92	17,473.63	155,307.87	23,142.13	87.03 %	
Department: 245 - POLICE LEVY Total:	1,376,376.00	1,376,376.00	765,061.20	51,179.50	430,084.56	1,195,145.76	181,230.24	86.83 %	
Department: 920 - TRANSFER OUT									
RptCategory: 89 - TRANSFERS OUT									
228-920-899100 TRANSFER OUT TO GENERAL FUND	133,842.00	133,842.00	53,052.00	0.00	40,395.00	93,447.00	40,395.00	69.82 %	
RptCategory: 89 - TRANSFERS OUT Total:	133,842.00	133,842.00	53,052.00	0.00	40,395.00	93,447.00	40,395.00	69.82 %	
Department: 920 - TRANSFER OUT Total:	133,842.00	133,842.00	53,052.00	0.00	40,395.00	93,447.00	40,395.00	69.82 %	
Department: 990 - CONTINGENCY									
RptCategory: 90 - OTHER									
228-990-910000 CONTINGENCY FUNDS	63,798.00	63,798.00	0.00	0.00	0.00	0.00	63,798.00	0.00 %	
RptCategory: 90 - OTHER Total:	63,798.00	63,798.00	0.00	0.00	0.00	0.00	63,798.00	0.00 %	
Department: 990 - CONTINGENCY Total:	63,798.00	63,798.00	0.00	0.00	0.00	0.00	63,798.00	0.00 %	
Expense Total:	1,574,016.00	1,574,016.00	818,113.20	51,179.50	470,479.56	1,288,592.76	285,423.24	81.87 %	
Fund: 228 - POLICE LEVY FUND Surplus (Deficit):	0.00	0.00	-112,249.85	-44,490.70	218,411.20	106,161.35	106,161.35	0.00 %	
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	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	0.00	0.00	-255,000.00	0.00 %	

Budget Report

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	Original Total Budget	Current Total Budget	2021-2022 Activity	February Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
RptType: 3100 - LOCAL TAXES								
229-000-310020	645,536.00	645,536.00	318,059.71	2,408.52	309,712.20	627,771.91	-17,764.09	97.25 %
229-000-310050	8,000.00	8,000.00	2,664.27	267.53	2,687.15	5,351.42	-2,648.58	66.89 %
	653,536.00	653,536.00	320,723.98	2,676.05	312,399.35	633,123.33	-20,412.67	96.88 %
RptType: 3100 - LOCAL TAXES Total:								
INTEREST								
229-000-330100	5,000.00	5,000.00	2,419.02	2,104.87	9,754.17	12,173.19	7,173.19	243.46 %
	5,000.00	5,000.00	2,419.02	2,104.87	9,754.17	12,173.19	7,173.19	243.46 %
RptType: 3301 - INTEREST Total:								
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:								
	913,536.00	913,536.00	323,143.00	4,780.92	322,153.52	645,296.52	-268,239.48	70.64 %
Revenue Total:								
	913,536.00	913,536.00	323,143.00	4,780.92	322,153.52	645,296.52	-268,239.48	70.64 %
Expense								
Department: 255 - FIRE LEVY								
RptCategory: 40 - PERSONNEL SERVICES								
229-255-432230	208,666.00	208,666.00	78,981.62	0.00	0.00	78,981.62	129,684.38	37.85 %
229-255-439010	49,508.00	49,508.00	0.00	0.00	0.00	0.00	49,508.00	0.00 %
229-255-470000	155,388.00	155,388.00	63,558.29	0.00	0.00	63,558.29	91,829.71	40.90 %
	413,562.00	413,562.00	142,539.91	0.00	0.00	142,539.91	271,022.09	34.47 %
RptCategory: 40 - PERSONNEL SERVICES Total:								
Department: 50 - MATERIAL AND SERVICES								
229-255-500110	20,000.00	20,000.00	0.00	0.00	0.00	0.00	20,000.00	0.00 %
229-255-520126	20,000.00	20,000.00	4,428.65	0.00	0.00	4,428.65	15,571.35	22.14 %
229-255-520365	20,000.00	20,000.00	5,262.10	0.00	0.00	5,262.10	14,737.90	26.31 %
229-255-520400	6,000.00	6,000.00	5,082.87	0.00	0.00	5,082.87	917.13	84.71 %
229-255-560110	6,000.00	6,000.00	0.00	0.00	0.00	0.00	6,000.00	0.00 %
	72,000.00	72,000.00	14,773.62	0.00	0.00	14,773.62	57,226.38	20.52 %
RptCategory: 50 - MATERIAL AND SERVICES Total:								
Department: 60 - CAPITAL OUTLAY								
229-255-660116	100,000.00	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0.00 %
229-255-660120	102,000.00	102,000.00	5,377.30	0.00	0.00	5,377.30	96,622.70	5.27 %
229-255-661012	105,000.00	105,000.00	0.00	0.00	0.00	0.00	105,000.00	0.00 %
	307,000.00	307,000.00	5,377.30	0.00	0.00	5,377.30	301,622.70	1.75 %
RptCategory: 60 - CAPITAL OUTLAY Total:								
Department: 255 - FIRE LEVY Total:								
	792,562.00	792,562.00	162,690.83	0.00	0.00	162,690.83	629,871.17	20.53 %
Department: 920 - TRANSFER OUT								
RptCategory: 89 - TRANSFERS OUT								
229-920-899100	71,611.00	71,611.00	25,843.00	0.00	0.00	25,843.00	45,768.00	36.09 %
	71,611.00	71,611.00	25,843.00	0.00	0.00	25,843.00	45,768.00	36.09 %
RptCategory: 89 - TRANSFERS OUT Total:								
Department: 920 - TRANSFER OUT Total:								
	71,611.00	71,611.00	25,843.00	0.00	0.00	25,843.00	45,768.00	36.09 %

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	Original Total Budget	Current Total Budget	2021-2022 Activity	February Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 990 - CONTINGENCY								
RptCategory: 90 - OTHER								
229-990-910000	49,363.00	49,363.00	0.00	0.00	0.00	0.00	49,363.00	0.00 %
CONTINGENCY FUNDS	49,363.00	49,363.00	0.00	0.00	0.00	0.00	49,363.00	0.00 %
RptCategory: 90 - OTHER Total:	49,363.00	49,363.00	0.00	0.00	0.00	0.00	49,363.00	0.00 %
Department: 990 - CONTINGENCY Total:	913,536.00	913,536.00	188,533.83	0.00	0.00	188,533.83	725,002.17	20.64 %
Expense Total:	0.00	0.00	134,609.17	4,780.92	322,153.52	456,762.69	456,762.69	0.00 %
Fund: 229 - FIRE LEVY FUND Surplus (Deficit):								
Fund: 229 - FIRE LEVY FUND Surplus (Deficit):								
Fund: 390 - URBAN RENEWAL FUND								
Revenue								
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL								
RptType: 3000 - BEG FUND BAL.	2,240,000.00	2,240,000.00	0.00	0.00	0.00	0.00	-2,240,000.00	0.00 %
390-000-309999	2,240,000.00	2,240,000.00	0.00	0.00	0.00	0.00	-2,240,000.00	0.00 %
BEGINNING FUND BALANCE	2,240,000.00	2,240,000.00	0.00	0.00	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	0.00	0.00	-2,240,000.00	0.00 %
Department: 3100 - LOCAL TAXES								
RptType: 3100 - LOCAL TAXES	2,074,839.00	2,074,839.00	1,000,746.17	7,682.57	987,203.90	1,987,950.07	-86,888.93	95.81 %
390-000-310010	2,074,839.00	2,074,839.00	1,000,746.17	7,682.57	987,203.90	1,987,950.07	-86,888.93	95.81 %
CURRENT YEAR TAXES	30,000.00	30,000.00	9,300.59	848.21	8,574.47	17,875.06	-12,124.94	59.58 %
390-000-310050	30,000.00	30,000.00	9,300.59	848.21	8,574.47	17,875.06	-12,124.94	59.58 %
PRIOR YEAR TAXES	2,104,839.00	2,104,839.00	1,010,046.76	8,530.78	995,778.37	2,005,825.13	-99,013.87	95.30 %
RptType: 3100 - LOCAL TAXES Total:	2,104,839.00	2,104,839.00	1,010,046.76	8,530.78	995,778.37	2,005,825.13	-99,013.87	95.30 %
Department: 3150 - GRANTS								
RptType: 3150 - GRANTS	26,000.00	26,000.00	0.00	0.00	0.00	0.00	-26,000.00	0.00 %
390-000-315080	26,000.00	26,000.00	0.00	0.00	0.00	0.00	-26,000.00	0.00 %
OTHER GRANTS	26,000.00	26,000.00	0.00	0.00	0.00	0.00	-26,000.00	0.00 %
RptType: 3150 - GRANTS Total:	26,000.00	26,000.00	0.00	0.00	0.00	0.00	-26,000.00	0.00 %
Department: 3301 - INTEREST								
RptType: 3301 - INTEREST	0.00	0.00	16,089.98	8,928.04	44,166.03	60,256.01	60,256.01	0.00 %
390-000-330100	0.00	0.00	16,089.98	8,928.04	44,166.03	60,256.01	60,256.01	0.00 %
INTEREST	0.00	0.00	16,089.98	8,928.04	44,166.03	60,256.01	60,256.01	0.00 %
RptType: 3301 - INTEREST Total:	0.00	0.00	16,089.98	8,928.04	44,166.03	60,256.01	60,256.01	0.00 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	4,370,839.00	4,370,839.00	1,026,136.74	17,458.82	1,039,944.40	2,066,081.14	-2,304,757.86	47.27 %
Revenue Total:	4,370,839.00	4,370,839.00	1,026,136.74	17,458.82	1,039,944.40	2,066,081.14	-2,304,757.86	47.27 %
Expense								
Department: 410 - URBAN RENEWAL								
RptCategory: 50 - MATERIAL AND SERVICES								
390-410-500110	154,000.00	154,000.00	1,832.63	0.00	768.35	2,600.98	151,399.02	1.69 %
CONTRACTUAL & PROFESSIONAL SERVICES	154,000.00	154,000.00	1,832.63	0.00	768.35	2,600.98	151,399.02	1.69 %
390-410-500120	15,000.00	15,000.00	7,650.00	150.00	7,500.00	15,150.00	-150.00	101.00 %
MUNICIPAL AUDIT CONTRACT	15,000.00	15,000.00	7,650.00	150.00	7,500.00	15,150.00	-150.00	101.00 %
390-410-530000	30,000.00	30,000.00	0.00	0.00	30,000.00	30,000.00	0.00	100.00 %
FIRE & LIABILITY INSURANCE	30,000.00	30,000.00	0.00	0.00	30,000.00	30,000.00	0.00	100.00 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	199,000.00	199,000.00	9,482.63	150.00	38,268.35	47,750.98	151,249.02	24.00 %
Department: 70 - DEBT SERVICE								
RptCategory: 70 - DEBT SERVICE	929,881.00	929,881.00	458,092.00	0.00	471,789.00	929,881.00	0.00	100.00 %
390-410-730030	929,881.00	929,881.00	458,092.00	0.00	471,789.00	929,881.00	0.00	100.00 %
DEBT SERVICE PRINCIPAL	147,235.00	147,235.00	80,454.04	29,806.61	66,666.46	147,120.50	114.50	99.92 %
390-410-730040	147,235.00	147,235.00	80,454.04	29,806.61	66,666.46	147,120.50	114.50	99.92 %
DEBT SERVICE - INTEREST	1,077,116.00	1,077,116.00	538,546.04	29,806.61	538,455.46	1,077,001.50	114.50	99.99 %
RptCategory: 70 - DEBT SERVICE Total:	1,077,116.00	1,077,116.00	538,546.04	29,806.61	538,455.46	1,077,001.50	114.50	99.99 %

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	Original Total Budget	Current Total Budget	2021-2022 Activity	February Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
RptCategory: 89 - TRANSFERS OUT								
TRANSFER OUT TO GENERAL FUND	490,814.00	490,814.00	245,403.57	0.00	210,278.45	455,682.02	35,131.98	92.84 %
RptCategory: 89 - TRANSFERS OUT Total:	490,814.00	490,814.00	245,403.57	0.00	210,278.45	455,682.02	35,131.98	92.84 %
Department: 410 - URBAN RENEWAL Total:	1,766,930.00	1,766,930.00	793,432.24	29,956.61	787,002.26	1,580,434.50	186,495.50	89.45 %
Department: 990 - CONTINGENCY								
RptCategory: 90 - OTHER								
CONTINGENCY FUNDS	2,603,909.00	2,603,909.00	0.00	0.00	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	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	0.00	0.00	2,603,909.00	0.00 %
Expense Total:	4,370,839.00	4,370,839.00	793,432.24	29,956.61	787,002.26	1,580,434.50	2,790,404.50	36.16 %
Fund: 390 - URBAN RENEWAL FUND Surplus (Deficit):	0.00	0.00	232,704.50	-12,497.79	252,942.14	485,646.64	485,646.64	0.00 %
Fund: 730 - SEWER FUND								
Revenue								
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL								
RptType: 3000 - BEG FUND BAL.								
BEGINNING FUND BALANCE	2,320,000.00	2,320,000.00	0.00	0.00	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	0.00	0.00	-2,320,000.00	0.00 %
RptType: 3140 - CHARGES FOR SERVICES								
OAK LODGE SANITARY	1,785,000.00	1,785,000.00	851,417.88	75,362.16	596,709.95	1,448,127.83	-336,872.17	81.13 %
TRI-CITY SERVICE DISTRICT	6,050,000.00	6,050,000.00	3,005,894.90	257,342.50	2,101,464.36	5,107,359.26	-942,640.74	84.42 %
CONNECTION FEES	10,000.00	10,000.00	0.00	0.00	0.00	0.00	-10,000.00	0.00 %
RptType: 3140 - CHARGES FOR SERVICES Total:	7,845,000.00	7,845,000.00	3,857,312.78	332,704.66	2,698,174.31	6,555,487.09	-1,289,512.91	83.56 %
RptType: 3141 - SDC								
SEWER SDCS	20,000.00	20,000.00	5,849.28	0.00	10,963.67	16,812.95	-3,187.05	84.06 %
SDC Reimbursement Fee	0.00	0.00	243.72	0.00	727.45	971.17	971.17	0.00 %
RptType: 3141 - SDC Total:	20,000.00	20,000.00	6,093.00	0.00	11,691.12	17,784.12	-2,215.88	88.92 %
RptType: 3600 - MISCELLANEOUS								
ALL OTHER SEWER RECEIPTS	4,000.00	4,000.00	2,385.00	29,967.23	31,767.23	34,152.23	30,152.23	853.81 %
RptType: 3600 - MISCELLANEOUS Total:	4,000.00	4,000.00	2,385.00	29,967.23	31,767.23	34,152.23	30,152.23	853.81 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	10,189,000.00	10,189,000.00	3,865,790.78	362,671.89	2,741,632.66	6,607,423.44	-3,581,576.56	64.85 %
Department: 910 - TRANSFER IN								
RptType: 3990 - TRANSFERS IN								
OPERATING TRANSFERS IN-ARPA RES, FUND	1,210,000.00	1,210,000.00	0.00	0.00	0.00	0.00	-1,210,000.00	0.00 %
TRANSFER IN FROM ROAD & STREET FUND	278,405.00	278,405.00	117,663.00	0.00	58,456.40	176,119.40	-102,285.60	63.26 %
RptType: 3990 - TRANSFERS IN Total:	1,488,405.00	1,488,405.00	117,663.00	0.00	58,456.40	176,119.40	-1,312,285.60	11.83 %
Department: 910 - TRANSFER IN Total:	1,488,405.00	1,488,405.00	117,663.00	0.00	58,456.40	176,119.40	-1,312,285.60	11.83 %
Revenue Total:	11,677,405.00	11,677,405.00	3,983,453.78	362,671.89	2,800,089.06	6,785,542.84	-4,893,862.16	58.09 %

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Expense	Original Total Budget	Current Total Budget	2021-2022 Activity	February Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 703 - SEWER								
RptCategory: 40 - PERSONNEL SERVICES								
730-703-431500 ACCOUNTING CLERK	30,606.00	30,606.00	14,500.35	1,256.50	9,998.86	24,499.21	6,106.79	80.05 %
730-703-437049 PUBLIC WORKS DIRECTOR	46,111.00	46,111.00	22,960.78	2,087.40	16,699.20	39,659.98	6,451.02	86.01 %
730-703-437050 PUBLIC WORKS SUPERVISOR	70,147.00	70,147.00	35,677.70	2,233.05	21,614.99	57,292.69	12,854.31	81.68 %
730-703-437051 PW UTILITIES MANAGER	44,817.00	44,817.00	0.00	2,294.31	6,987.90	6,987.90	37,829.10	15.59 %
730-703-437055 PW ADMIN ASSISTANT	46,564.00	46,564.00	22,819.96	2,398.98	19,401.70	42,221.66	4,342.34	90.67 %
730-703-437070 UTILITY WORKER, JOURNEY	129,372.00	129,372.00	72,784.22	0.00	31,443.25	104,227.47	25,144.53	80.56 %
730-703-437071 UTILITY WORKER II	117,444.00	117,444.00	51,660.65	8,066.73	62,407.10	114,067.75	3,376.25	97.13 %
730-703-439011 SEASONAL HELP	40,000.00	40,000.00	15,160.21	0.00	0.00	15,160.21	24,839.79	37.90 %
730-703-450100 OVERTIME	10,000.00	10,000.00	2,088.02	167.05	1,099.40	3,187.42	6,812.58	31.87 %
730-703-450500 CAREER RECOGNITION PAY	0.00	0.00	2,441.51	160.08	2,116.68	4,558.19	-4,558.19	0.00 %
730-703-470000 ASSOCIATED PAYROLL COSTS	287,061.00	287,061.00	135,230.30	11,513.63	101,807.33	237,037.63	50,023.37	82.57 %
RptCategory: 40 - PERSONNEL SERVICES Total:	822,122.00	822,122.00	375,323.70	30,177.73	273,576.41	648,900.11	173,221.89	78.93 %
RptCategory: 50 - MATERIAL AND SERVICES								
730-703-500110 CONTRACTUAL & PROFESSIONAL SERVICES	61,000.00	61,000.00	18,526.97	668.31	6,815.82	25,342.79	35,657.21	41.55 %
730-703-500452 SDC PASS THROUGH TO TCSD	10,000.00	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00 %
730-703-500456 OAK LODGE SANITARY DISTRICT	1,128,937.00	1,128,937.00	531,782.22	95,529.92	382,119.68	913,901.90	215,035.10	80.95 %
730-703-500458 WATER ENVIRONMENT SERVICES (WES)	2,738,092.00	2,738,092.00	1,327,826.80	110,950.05	932,848.11	2,260,674.91	477,417.09	82.56 %
730-703-520120 BANK CHARGES	36,000.00	36,000.00	33,013.18	2,152.30	23,605.64	56,618.82	-20,618.82	157.27 %
730-703-520130 OPERATIONS, MAINTENANCE & REPAIRS	115,000.00	115,000.00	23,054.57	1,505.45	15,045.05	38,099.62	76,900.38	33.13 %
730-703-520320 FLEET FUEL, MAINTENANCE & REPAIR	55,000.00	55,000.00	24,925.73	9,004.45	24,582.30	49,508.03	5,491.97	90.01 %
730-703-520400 OFFICE SUPPLIES & EQUIPMENT	8,000.00	8,000.00	1,983.93	154.92	2,008.69	3,992.62	4,007.38	49.91 %
730-703-520430 UTILITY BILLS & POSTAGE	16,000.00	16,000.00	8,042.14	716.57	5,590.54	13,632.68	2,367.32	85.20 %
730-703-540200 DUES & MEMBERSHIPS	0.00	0.00	0.00	0.00	433.29	433.29	-433.29	0.00 %
730-703-540220 TRAVEL, CONFERENCES & TRAINING	5,000.00	5,000.00	970.26	8.33	1,166.15	2,136.41	2,863.59	42.73 %
730-703-540300 SMALL TOOLS, EQUIPMENT & SAFETY SUPPL...	20,000.00	20,000.00	9,206.76	1,772.10	4,158.30	13,365.06	6,634.94	66.83 %
730-703-540400 DUMPING, HAULING, GARBAGE	5,500.00	5,500.00	4,777.90	0.00	675.14	5,453.04	46.96	99.15 %
730-703-560100 UTILITIES	6,500.00	6,500.00	1,334.49	108.77	878.54	2,213.03	4,286.97	34.05 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	4,205,029.00	4,205,029.00	1,985,444.95	222,571.17	1,399,927.25	3,385,372.20	819,656.80	80.51 %
RptCategory: 60 - CAPITAL OUTLAY								
730-703-660100 EQUIPMENT REPLACEMENT RESERVES	665,000.00	665,000.00	0.00	0.00	0.00	0.00	665,000.00	0.00 %
730-703-676050 SYSTEM IMPROVEMENTS & PROJECTS	4,471,761.00	4,471,761.00	318,404.54	8,410.92	152,141.70	470,546.24	4,001,214.76	10.52 %
730-703-678090 RESERVE FROM SDC'S	393,964.00	393,964.00	0.00	0.00	0.00	0.00	393,964.00	0.00 %
RptCategory: 60 - CAPITAL OUTLAY Total:	5,530,725.00	5,530,725.00	318,404.54	8,410.92	152,141.70	470,546.24	5,060,178.76	8.51 %
Department: 703 - SEWER Total:	10,557,876.00	10,557,876.00	2,679,173.19	261,159.82	1,825,645.36	4,504,818.55	6,053,057.45	42.67 %
Department: 920 - TRANSFER OUT								
RptCategory: 89 - TRANSFERS OUT								
730-920-899100 TRANSFER OUT TO GENERAL FUND	288,604.00	288,604.00	94,264.00	0.00	106,923.50	201,187.50	87,416.50	69.71 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 02/28/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	February Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
TRANSFER OUT TO ROAD & STREET FUND (R...								
RptCategory: 89 - TRANSFERS OUT Total:	430,925.00	430,925.00	192,866.00	0.00	101,437.20	294,303.20	136,621.80	68.30 %
Department: 920 - TRANSFER OUT Total:	719,529.00	719,529.00	287,130.00	0.00	208,360.70	495,490.70	224,038.30	68.86 %
Department: 990 - CONTINGENCY								
RptCategory: 90 - OTHER	400,000.00	400,000.00	0.00	0.00	0.00	0.00	400,000.00	0.00 %
RptCategory: 90 - OTHER Total:	400,000.00	400,000.00	0.00	0.00	0.00	0.00	400,000.00	0.00 %
Department: 990 - CONTINGENCY Total:	400,000.00	400,000.00	0.00	0.00	0.00	0.00	400,000.00	0.00 %
Expense Total:								
Fund: 730 - SEWER FUND Surplus (Deficit):	11,677,405.00	11,677,405.00	2,966,303.19	261,159.82	2,034,006.06	5,000,309.25	6,677,095.75	42.82 %
Fund: 740 - WATER FUND								
Revenue								
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL								
RptType: 3000 - BEG FUND BAL.	3,868,000.00	3,868,000.00	0.00	0.00	0.00	0.00	-3,868,000.00	0.00 %
BEGINNING FUND BALANCE	3,868,000.00	3,868,000.00	0.00	0.00	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	0.00	0.00	-3,868,000.00	0.00 %
Department: 3140 - CHARGES FOR SERVICES								
RptType: 314060	5,200,000.00	5,200,000.00	2,587,611.93	197,634.58	1,919,027.86	4,506,639.79	-693,360.21	86.67 %
WATER SERVICE REVENUE	10,000.00	10,000.00	548.02	0.00	0.00	548.02	-9,451.98	5.48 %
WATER SERVICE CONNECTIONS	5,210,000.00	5,210,000.00	2,588,159.95	197,634.58	1,919,027.86	4,507,187.81	-702,812.19	86.51 %
RptType: 3140 - CHARGES FOR SERVICES Total:	5,210,000.00	5,210,000.00	2,588,159.95	197,634.58	1,919,027.86	4,507,187.81	-702,812.19	86.51 %
Department: 3141 - SDC								
RptType: 314110	50,000.00	50,000.00	0.00	0.00	0.00	0.00	-50,000.00	0.00 %
WATER SDC'S	50,000.00	50,000.00	0.00	0.00	0.00	0.00	-50,000.00	0.00 %
RptType: 3141 - SDC Total:	50,000.00	50,000.00	0.00	0.00	0.00	0.00	-50,000.00	0.00 %
Department: 3600 - MISCELLANEOUS								
RptType: 360000	0.00	0.00	0.00	0.00	1,050.00	1,050.00	1,050.00	0.00 %
ALL OTHER WATER RECEIPTS	0.00	0.00	0.00	0.00	1,050.00	1,050.00	1,050.00	0.00 %
RptType: 3600 - MISCELLANEOUS Total:	0.00	0.00	0.00	0.00	1,050.00	1,050.00	1,050.00	0.00 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:								
9,128,000.00	9,128,000.00	9,128,000.00	2,588,159.95	197,634.58	1,920,077.86	4,508,237.81	-4,619,762.19	49.39 %
Department: 910 - TRANSFER IN								
RptType: 3990 - TRANSFERS IN								
TRANSFER IN FROM ROAD & STREET FUND	278,405.00	278,405.00	117,663.00	0.00	58,456.40	176,119.40	-102,285.60	63.26 %
RptType: 3990 - TRANSFERS IN Total:	278,405.00	278,405.00	117,663.00	0.00	58,456.40	176,119.40	-102,285.60	63.26 %
Department: 910 - TRANSFER IN Total:	278,405.00	278,405.00	117,663.00	0.00	58,456.40	176,119.40	-102,285.60	63.26 %
Revenue Total:								
9,406,405.00	9,406,405.00	2,705,822.95	197,634.58	1,978,534.26	4,684,357.21	-4,722,047.79	49.80 %	
Expense								
Department: 704 - WATER								
RptCategory: 40 - PERSONNEL SERVICES	36,727.00	36,727.00	17,400.42	1,507.80	11,998.65	29,399.07	7,327.93	80.05 %
ACCOUNTING CLERK	36,727.00	36,727.00	17,400.42	1,507.80	11,998.65	29,399.07	7,327.93	80.05 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 02/28/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	February Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
PUBLIC WORKS DIRECTOR	46,111.00	46,111.00	22,960.78	2,087.40	16,699.20	39,659.98	6,451.02	86.01 %
PUBLIC WORKS SUPERVISOR	72,273.00	72,273.00	36,612.81	2,300.72	22,184.07	58,796.88	13,476.12	81.35 %
PW UTILITIES MANAGER	44,817.00	44,817.00	0.00	2,275.56	6,931.65	9,207.21	37,885.35	15.47 %
PW ADMIN ASSISTANT	46,564.00	46,564.00	22,819.96	2,398.98	19,401.70	42,221.66	4,342.34	90.67 %
UTILITY WORKER, JOURNEY	145,818.00	145,818.00	57,655.71	6,109.00	48,300.64	105,956.35	39,861.65	72.66 %
UTILITY WORKER II	238,650.00	238,650.00	45,761.69	7,216.40	57,019.52	102,781.21	135,868.79	43.07 %
SEASONAL HELP	40,000.00	40,000.00	5,119.76	0.00	0.00	5,119.76	34,880.24	12.80 %
OVERTIME	10,000.00	10,000.00	1,349.11	169.09	723.14	2,072.25	7,927.75	20.72 %
CAREER RECOGNITION PAY	0.00	0.00	345.30	162.87	780.15	1,125.45	-1,125.45	0.00 %
ASSOCIATED PAYROLL COSTS	434,079.00	434,079.00	103,820.26	13,620.02	113,839.64	217,659.90	216,419.10	50.14 %
RptCategory: 40 - PERSONNEL SERVICES Total:	1,115,039.00	1,115,039.00	313,845.80	37,847.84	297,878.36	611,724.16	503,314.84	54.86 %
RptCategory: 50 - MATERIAL AND SERVICES								
CONTRACTUAL & PROFESSIONAL SERVICES	71,000.00	71,000.00	40,523.92	1,616.81	16,909.95	57,433.87	13,566.13	80.89 %
METER READING CONTRACT	65,000.00	65,000.00	27,507.41	2,380.50	19,039.86	46,547.27	18,452.73	71.61 %
WHOLESALE WATER	1,300,000.00	1,300,000.00	530,318.62	41,291.72	398,752.89	929,071.51	370,928.49	71.47 %
BANK CHARGES	36,000.00	36,000.00	32,313.38	2,082.32	22,555.78	54,869.16	-18,869.16	152.41 %
OPERATIONS, MAINTENANCE & REPAIRS	300,000.00	300,000.00	96,836.92	3,280.62	37,303.91	134,140.83	165,859.17	44.71 %
LABORATORY WATER TESTS	40,000.00	40,000.00	12,581.00	0.00	10,052.11	22,633.11	17,366.89	56.58 %
FIRE HYDRANT MAINTENANCE & REPAIR	40,000.00	40,000.00	0.00	0.00	918.50	918.50	39,081.50	2.30 %
MAINTENANCE, REPAIR & OPERATION	0.00	0.00	-158.12	0.00	-300.00	-458.12	458.12	0.00 %
FLEET FUEL, MAINTENANCE & REPAIR	45,000.00	45,000.00	18,994.30	0.00	15,231.10	34,225.40	10,774.60	76.06 %
OFFICE SUPPLIES & EQUIPMENT	6,000.00	6,000.00	2,015.64	154.92	2,045.60	4,061.24	1,938.76	67.69 %
UTILITY BILLS & POSTAGE	16,000.00	16,000.00	8,042.14	716.57	5,590.54	13,632.68	2,367.32	85.20 %
DUES & MEMBERSHIPS	0.00	0.00	0.00	0.00	433.42	433.42	-433.42	0.00 %
TRAVEL, CONFERENCES & TRAINING	10,000.00	10,000.00	1,822.26	8.34	1,730.20	3,552.46	6,447.54	35.52 %
SMALL TOOLS, EQUIPMENT & SAFETY SUPPL...	20,000.00	20,000.00	10,264.78	11,188.27	14,601.86	24,866.64	-4,866.64	124.33 %
DUMPING, HAULING, GARBAGE	10,000.00	10,000.00	8,170.29	0.00	0.00	8,170.29	1,829.71	81.70 %
UTILITIES	55,000.00	55,000.00	20,758.29	1,732.34	13,691.44	34,449.73	20,550.27	62.64 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	2,014,000.00	2,014,000.00	809,990.83	64,452.41	558,557.16	1,368,547.99	645,452.01	67.95 %
RptCategory: 60 - CAPITAL OUTLAY								
EQUIPMENT REPLACEMENT RESERVES	279,000.00	279,000.00	0.00	0.00	0.00	0.00	279,000.00	0.00 %
SYSTEM IMPROVEMENTS & PROJECTS	3,960,425.00	3,960,425.00	78,226.55	0.00	0.00	78,226.55	3,882,198.45	1.98 %
RESERVE FROM SDCS	609,610.00	609,610.00	0.00	0.00	0.00	0.00	609,610.00	0.00 %
RptCategory: 60 - CAPITAL OUTLAY Total:	4,849,035.00	4,849,035.00	78,226.55	0.00	0.00	78,226.55	4,770,808.45	1.61 %
RptCategory: 70 - DEBT SERVICE								
2005 BONDED DEBT/PRINCIPAL	331,000.00	331,000.00	165,000.00	0.00	166,000.00	331,000.00	0.00	100.00 %
2005 BONDED DEBT/INTEREST	27,235.00	27,235.00	13,621.90	0.00	11,979.00	25,600.90	1,634.10	94.00 %
RptCategory: 70 - DEBT SERVICE Total:	358,235.00	358,235.00	178,621.90	0.00	177,979.00	356,600.90	1,634.10	99.54 %
Department: 704 - WATER Total:	8,336,309.00	8,336,309.00	1,380,685.08	102,300.25	1,034,414.52	2,415,099.60	5,921,209.40	28.97 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 02/28/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	February Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 920 - TRANSFER OUT								
RptCategory: 89 - TRANSFERS OUT								
740-920-899100	388,096.00	388,096.00	142,686.00	0.00	132,458.00	275,144.00	112,952.00	70.90 %
740-920-899205	282,000.00	282,000.00	129,408.00	0.00	75,494.70	204,902.70	77,097.30	72.66 %
RptCategory: 89 - TRANSFERS OUT Total:	670,096.00	670,096.00	272,094.00	0.00	207,952.70	480,046.70	190,049.30	71.64 %
Department: 920 - TRANSFER OUT Total:								
	670,096.00	670,096.00	272,094.00	0.00	207,952.70	480,046.70	190,049.30	71.64 %
Department: 990 - CONTINGENCY								
RptCategory: 90 - OTHER								
740-990-910000	400,000.00	400,000.00	0.00	0.00	0.00	0.00	400,000.00	0.00 %
RptCategory: 90 - OTHER Total:	400,000.00	400,000.00	0.00	0.00	0.00	0.00	400,000.00	0.00 %
Department: 990 - CONTINGENCY Total:								
	400,000.00	400,000.00	0.00	0.00	0.00	0.00	400,000.00	0.00 %
Expense Total:								
	9,406,405.00	9,406,405.00	1,652,779.08	102,300.25	1,242,367.22	2,895,146.30	6,511,258.70	30.78 %
Fund: 740 - WATER FUND Surplus (Deficit):								
	0.00	0.00	1,053,043.87	95,334.33	736,167.04	1,789,210.91	1,789,210.91	0.00 %
Fund: 750 - STORM WATER FUND								
Revenue								
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL								
RptType: 3000 - BEG FUND BAL.								
750-000-309999	1,040,000.00	1,040,000.00	0.00	0.00	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	0.00	0.00	-1,040,000.00	0.00 %
RptType: 3140 - CHARGES FOR SERVICES								
750-000-314060	1,898,000.00	1,898,000.00	924,970.21	80,423.22	632,222.67	1,557,192.88	-340,807.12	82.04 %
RptType: 3140 - CHARGES FOR SERVICES Total:	1,898,000.00	1,898,000.00	924,970.21	80,423.22	632,222.67	1,557,192.88	-340,807.12	82.04 %
RptType: 3141 - SDC								
750-000-314110	11,000.00	11,000.00	0.00	0.00	0.00	0.00	-11,000.00	0.00 %
RptType: 3141 - SDC Total:	11,000.00	11,000.00	0.00	0.00	0.00	0.00	-11,000.00	0.00 %
RptType: 3600 - MISCELLANEOUS								
750-000-360000	0.00	0.00	0.00	29,967.23	29,967.23	29,967.23	29,967.23	0.00 %
RptType: 3600 - MISCELLANEOUS Total:	0.00	0.00	0.00	29,967.23	29,967.23	29,967.23	29,967.23	0.00 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:								
	2,949,000.00	2,949,000.00	924,970.21	110,390.45	662,189.90	1,587,160.11	-1,361,839.89	53.82 %
Department: 910 - TRANSFER IN								
RptType: 3990 - TRANSFERS IN								
750-910-399205	278,405.00	278,405.00	117,663.00	0.00	58,456.40	176,119.40	-102,285.60	63.26 %
RptType: 3990 - TRANSFERS IN Total:	278,405.00	278,405.00	117,663.00	0.00	58,456.40	176,119.40	-102,285.60	63.26 %
Department: 910 - TRANSFER IN Total:								
	278,405.00	278,405.00	117,663.00	0.00	58,456.40	176,119.40	-102,285.60	63.26 %
Revenue Total:								
	3,227,405.00	3,227,405.00	1,042,633.21	110,390.45	720,646.30	1,763,279.51	-1,464,125.49	54.63 %

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Expense	Original Total Budget	Current Total Budget	2021-2022 Activity	February Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 705 - PUBLIC WORKS DIRECTOR								
RptCategory: 40 - PERSONNEL SERVICES								
750-705-431500 ACCOUNTING CLERK	30,606.00	30,606.00	14,500.34	1,256.50	9,998.86	24,499.20	6,106.80	80.05 %
750-705-437049 PUBLIC WORKS DIRECTOR	46,111.00	46,111.00	22,960.76	2,087.40	16,699.20	39,659.96	6,451.04	86.01 %
750-705-437050 PUBLIC WORKS SUPERVISOR	70,147.00	70,147.00	35,517.64	2,233.05	21,573.45	57,091.09	13,055.91	81.39 %
750-705-437051 PW UTILITIES MANAGER	44,817.00	44,817.00	0.00	2,294.29	6,987.84	6,987.84	37,829.16	15.59 %
750-705-437055 PW ADMIN ASSISTANT	46,564.00	46,564.00	22,819.79	2,398.96	19,401.43	42,221.22	4,342.78	90.67 %
750-705-437070 UTILITY WORKER, JOURNEY	0.00	0.00	55,192.77	0.00	35.00	55,227.77	-55,227.77	0.00 %
750-705-437071 UTILITY WORKER II	103,980.00	103,980.00	0.00	0.00	11,261.29	11,261.29	92,718.71	10.83 %
750-705-439011 SEASONAL HELP	40,000.00	40,000.00	14,508.00	0.00	0.00	14,508.00	25,492.00	36.27 %
750-705-450100 OVERTIME	5,000.00	5,000.00	1,394.19	167.05	699.71	2,093.90	2,906.10	41.88 %
750-705-450500 CAREER RECOGNITION PAY	0.00	0.00	335.17	134.93	682.08	1,017.25	-1,017.25	0.00 %
750-705-470000 ASSOCIATED PAYROLL COSTS	180,486.00	180,486.00	79,144.74	7,027.73	53,513.21	132,657.95	47,828.05	73.50 %
RptCategory: 40 - PERSONNEL SERVICES Total:	567,711.00	567,711.00	246,373.40	17,599.91	140,852.07	387,225.47	180,485.53	68.21 %
RptCategory: 50 - MATERIAL AND SERVICES								
750-705-500110 CONTRACTUAL & PROFESSIONAL SERVICES	41,000.00	41,000.00	25,566.47	668.29	14,516.58	40,083.05	916.95	97.76 %
750-705-520120 BANK CHARGES	36,000.00	36,000.00	33,015.52	2,152.28	23,607.03	56,622.55	-20,622.55	157.28 %
750-705-520130 OPERATIONS, MAINTENANCE & REPAIRS	65,000.00	65,000.00	30,140.13	137.47	12,756.28	42,896.41	22,103.59	65.99 %
750-705-520320 FLEET FUEL, MAINTENANCE & REPAIR	20,000.00	20,000.00	21,079.98	617.76	5,498.27	26,578.25	-6,578.25	132.89 %
750-705-520400 OFFICE SUPPLIES & EQUIPMENT	5,000.00	5,000.00	1,983.66	154.91	2,017.26	4,000.92	999.08	80.02 %
750-705-520430 UTILITY BILLS & POSTAGE	16,000.00	16,000.00	8,044.57	716.78	5,592.24	13,636.81	2,363.19	85.23 %
750-705-540220 TRAVEL, CONFERENCES & TRAINING	4,000.00	4,000.00	96.34	8.33	422.52	518.86	3,481.14	12.97 %
750-705-540300 SMALL TOOLS, EQUIPMENT & SAFETY SUPPL...	11,000.00	11,000.00	7,557.24	1,181.56	4,656.84	12,214.08	-1,214.08	111.04 %
750-705-540400 DUMPING, HAULING, GARBAGE	5,000.00	5,000.00	2,197.81	0.00	674.93	2,872.74	2,127.26	57.45 %
750-705-560100 UTILITIES	3,000.00	3,000.00	644.59	50.61	419.44	1,064.03	1,935.97	35.47 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	206,000.00	206,000.00	130,326.31	5,687.99	70,161.39	200,487.70	5,512.30	97.32 %
RptCategory: 60 - CAPITAL OUTLAY								
750-705-660100 EQUIPMENT REPLACEMENT RESERVES	115,000.00	115,000.00	0.00	0.00	0.00	0.00	115,000.00	0.00 %
750-705-676050 SYSTEM IMPROVEMENTS & PROJECTS	1,803,500.00	1,803,500.00	186,939.76	8,410.92	147,177.29	334,117.05	1,469,382.95	18.53 %
RptCategory: 60 - CAPITAL OUTLAY Total:	1,918,500.00	1,918,500.00	186,939.76	8,410.92	147,177.29	334,117.05	1,584,382.95	17.42 %
Department: 705 - PUBLIC WORKS DIRECTOR Total:	2,692,211.00	2,692,211.00	563,639.47	31,698.82	358,190.75	921,830.22	1,770,380.78	34.24 %
Department: 920 - TRANSFER OUT								
RptCategory: 89 - TRANSFERS OUT								
750-920-899100 TRANSFER OUT TO GENERAL FUND	231,094.00	231,094.00	67,286.00	0.00	91,657.50	158,943.50	72,150.50	68.78 %
750-920-899205 TRANSFER OUT TO ROAD & STREET FUND (R...	104,100.00	104,100.00	46,248.00	0.00	23,573.10	69,821.10	34,278.90	67.07 %
RptCategory: 89 - TRANSFERS OUT Total:	335,194.00	335,194.00	113,534.00	0.00	115,230.60	228,764.60	106,429.40	68.25 %
Department: 920 - TRANSFER OUT Total:	335,194.00	335,194.00	113,534.00	0.00	115,230.60	228,764.60	106,429.40	68.25 %

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	Original Total Budget	Current Total Budget	2021-2022 Activity	February Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 990 - CONTINGENCY								
RptCategory: 90 - OTHER								
750-990-910000	200,000.00	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00 %
CONTINGENCY FUNDS	200,000.00	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00 %
RptCategory: 90 - OTHER Total:	200,000.00	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00 %
Department: 990 - CONTINGENCY Total:	3,227,405.00	3,227,405.00	677,173.47	31,698.82	473,421.35	1,150,594.82	2,076,810.18	35.65 %
Expense Total:								
Fund: 750 - STORM WATER FUND Surplus (Deficit):	0.00	0.00	365,459.74	78,691.63	247,224.95	612,684.69	612,684.69	0.00 %
Fund: 801 - MUNICIPAL COURT TRUST FUND								
Revenue								
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL								
RptType: 3000 - BEG FUND BAL.								
801-000-309999	40,000.00	40,000.00	0.00	0.00	0.00	0.00	-40,000.00	0.00 %
BEGINNING FUND BALANCE	40,000.00	40,000.00	0.00	0.00	0.00	0.00	-40,000.00	0.00 %
RptType: 3000 - BEG FUND BAL. Total:	40,000.00	40,000.00	0.00	0.00	0.00	0.00	-40,000.00	0.00 %
RptType: 3260 - FINES AND FORFEITURES								
801-000-326020	735,000.00	735,000.00	350,730.31	20,134.05	181,578.30	532,308.61	-202,691.39	72.42 %
CITY OF GLADSTONE FINES/FEES	735,000.00	735,000.00	350,730.31	20,134.05	181,578.30	532,308.61	-202,691.39	72.42 %
801-000-326030	22,000.00	22,000.00	14,867.79	973.85	7,843.47	22,711.26	711.26	103.23 %
CLACKAMAS COUNTY FINES/FEES	22,000.00	22,000.00	14,867.79	973.85	7,843.47	22,711.26	711.26	103.23 %
801-000-326040	85,000.00	85,000.00	56,534.36	3,737.29	27,809.11	84,343.47	-656.53	99.23 %
STATE OF OREGON FINES/FEES	85,000.00	85,000.00	56,534.36	3,737.29	27,809.11	84,343.47	-656.53	99.23 %
801-000-326050	3,000.00	3,000.00	0.00	0.00	0.00	0.00	-3,000.00	0.00 %
RESTITUTION	3,000.00	3,000.00	0.00	0.00	0.00	0.00	-3,000.00	0.00 %
801-000-326060	5,000.00	5,000.00	-5,234.94	15.37	-9,221.31	-14,456.25	-19,456.25	289.13 %
BOND	5,000.00	5,000.00	-5,234.94	15.37	-9,221.31	-14,456.25	-19,456.25	289.13 %
RptType: 3260 - FINES AND FORFEITURES Total:	850,000.00	850,000.00	416,897.52	24,860.56	208,009.57	624,907.09	-225,092.91	73.52 %
RptType: 3600 - MISCELLANEOUS								
801-000-360000	0.00	0.00	140.00	0.00	503.50	643.50	643.50	0.00 %
ALL OTHER COURT FEES	0.00	0.00	140.00	0.00	503.50	643.50	643.50	0.00 %
RptType: 3600 - MISCELLANEOUS Total:	0.00	0.00	140.00	0.00	503.50	643.50	643.50	0.00 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	890,000.00	890,000.00	417,037.52	24,860.56	208,513.07	625,550.59	-264,449.41	70.29 %
Revenue Total:	890,000.00	890,000.00	417,037.52	24,860.56	208,513.07	625,550.59	-264,449.41	70.29 %
Expense								
Department: 220 - COURT								
RptCategory: 50 - MATERIAL AND SERVICES								
801-220-500500	735,000.00	735,000.00	291,037.69	22,205.86	187,485.68	478,523.37	256,476.63	65.11 %
CITY OF GLADSTONE FINES & FEES	735,000.00	735,000.00	291,037.69	22,205.86	187,485.68	478,523.37	256,476.63	65.11 %
801-220-500510	22,000.00	22,000.00	14,314.84	1,178.42	8,547.31	22,862.15	-862.15	103.92 %
CLACKAMAS COUNTY FINES & FEES	22,000.00	22,000.00	14,314.84	1,178.42	8,547.31	22,862.15	-862.15	103.92 %
801-220-500520	85,000.00	85,000.00	88,200.89	3,905.83	54,389.28	142,590.17	-57,590.17	167.75 %
STATE OF OREGON FINES & FEES	85,000.00	85,000.00	88,200.89	3,905.83	54,389.28	142,590.17	-57,590.17	167.75 %
801-220-500530	3,000.00	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0.00 %
RESTITUTION	3,000.00	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0.00 %
801-220-500540	5,000.00	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00 %
BOND - COURT	5,000.00	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00 %
801-220-500550	0.00	0.00	140.00	0.00	368.50	508.50	-508.50	0.00 %
ALL OTHER FEES & FINES	0.00	0.00	140.00	0.00	368.50	508.50	-508.50	0.00 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	850,000.00	850,000.00	393,693.42	27,290.11	250,790.77	644,484.19	205,515.81	75.82 %
Department: 220 - COURT Total:	850,000.00	850,000.00	393,693.42	27,290.11	250,790.77	644,484.19	205,515.81	75.82 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 02/28/2023

Department: 990 - CONTINGENCY

RptCategory: 90 - OTHER

801-990-910000

CONTINGENCY FUNDS

RptCategory: 90 - OTHER Total:

Department: 990 - CONTINGENCY Total:

Expense Total:

Fund: 801 - MUNICIPAL COURT TRUST FUND Surplus (Deficit):

Report Surplus (Deficit):

	Original Total Budget	Current Total Budget	2021-2022 Activity	February Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
	40,000.00	40,000.00	0.00	0.00	0.00	0.00	40,000.00	0.00 %
	40,000.00	40,000.00	0.00	0.00	0.00	0.00	40,000.00	0.00 %
	40,000.00	40,000.00	0.00	0.00	0.00	0.00	40,000.00	0.00 %
	890,000.00	890,000.00	393,693.42	27,290.11	250,790.77	644,484.19	245,515.81	72.41 %
	0.00	0.00	23,344.10	-2,429.55	-42,277.70	-18,933.60	-18,933.60	0.00 %
	0.00	0.00	7,421,940.07	-12,574.79	1,803,807.81	9,225,747.88	9,225,747.88	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	2021-2022 Activity	February Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)
100 - GENERAL FUND	0.00	0.00	4,369,184.25	-274,616.45	155,765.94	4,524,950.19	4,524,950.19
105 - AMERICAN RESCUE PLAN RES	0.00	0.00	0.00	-6,840.75	-12,890.75	-12,890.75	-12,890.75
205 - ROAD AND STREET FUND	0.00	0.00	338,693.70	47,981.50	-839,771.53	-501,077.83	-501,077.83
228 - POLICE LEVY FUND	0.00	0.00	-112,249.85	-44,490.70	218,411.20	106,161.35	106,161.35
229 - FIRE LEVY FUND	0.00	0.00	134,609.17	4,780.92	322,153.52	456,762.69	456,762.69
390 - URBAN RENEWAL FUND	0.00	0.00	232,704.50	-12,497.79	252,942.14	485,646.64	485,646.64
730 - SEWER FUND	0.00	0.00	1,017,150.59	101,512.07	766,083.00	1,783,233.59	1,783,233.59
740 - WATER FUND	0.00	0.00	1,053,043.87	95,334.33	736,167.04	1,789,210.91	1,789,210.91
750 - STORM WATER FUND	0.00	0.00	365,459.74	78,691.63	247,224.95	612,684.69	612,684.69
801 - MUNICIPAL COURT TRUST FL	0.00	0.00	23,344.10	-2,429.55	-42,277.70	-18,933.60	-18,933.60
Report Surplus (Deficit):	0.00	0.00	7,421,940.07	-12,574.79	1,803,807.81	9,225,747.88	9,225,747.88

CHECK REGISTER FOR FEBRUARY 2023

Check Date	Check No.	Vendor	Amount	Line Item Description
02/02/2023	93001 - 93005	UB Refunds	1,144.28	UB Refunds
02/02/2023	295	Amazon Capital Services	311.58	Office Supplies - Admin/Ct
02/02/2023	296	Amy Lindgren Law, LLC	3,000.00	Municipal Judge Contract - CT
02/02/2023	297	Beery Elsner & Hammond LLP	5,456.20	Legal Fees - Admin
02/02/2023	298	Lundquist, Kyndre	3,500.00	Prosecutor Contract - CT
02/02/2023	299	Nancy McDonald	7,175.00	HR Consultant Services - Admin
02/02/2023	93006	AutoZone, Inc	56.00	Vehicle Maintenance - PD
02/02/2023	93007	Canon Financial Services, Inc.	1,619.72	Copier Leases/Usage - IT
02/02/2023	93008	Christopher Mott	620.00	Boot Reimbursement(x4 employees) PW
02/02/2023	93009	City of Gresham	150.00	Metro LE Dinner (x3) PD
02/02/2023	93010	Curtis, L. N. Co.	75.03	Uniforms - PD
02/02/2023	93011	Gold Wrench	4,483.95	Vehicle Maintenance - PD
02/02/2023	93012	Jill Tate	405.00	Transcription - Admin
02/02/2023	93013	John Southgate LLC	2,400.00	Professional Fees - Admin
02/02/2023	93014	Northwest Natural Gas	3,127.36	Natural Gas Usage - All Depts.
02/02/2023	93015	Office Depot	94.67	Office Supplies - Admin/Ct
02/02/2023	93016	Paramount Pest Control Inc	165.00	Pest Control - PW
02/07/2023	93017	Portland General Electric	8,770.87	Electricity Usage - All Depts.
02/07/2023	93018	Verizon Wireless	2,543.72	Cell Phones/Data Lines - IT
02/08/2023	93019 - 93031	Juror Service Checks	134.56	Juror Service Checks - CT
02/09/2023	300	MSPEN Consulting, LLC	2,940.00	Grant Writing Services - Admin
02/09/2023	93032	Aramark	44.18	Mat Rental - PW
02/09/2023	93033	Brown & Caldwell	524.75	Professional Fees - PW
02/09/2023	93034	Cascade Form Systems	612.50	Letterhead Printing - PD
02/09/2023	93035	Cintas First Aid Lockbox	282.40	First Aid/Watercooler - PD/SC/PW/Admin
02/09/2023	93036	City of Oregon City	40.00	CCA Dinner Fee - Milch
02/09/2023	93037	Comcast	52.55	Digital Recievers - PD
02/09/2023	93038	Eric Von Forstmeyer	50.00	Business License Refund - Admin
02/09/2023	93039	Insight Public Sector	18,358.68	Records Mgmt Software Annual Fee - IT
02/09/2023	93040	J. Thayer Co.	36.70	Nameplates - Admin
02/09/2023	93041	Landmark Ford	44,438.44	Vehicle Purchase - PD
02/09/2023	93042	Les Schwab Tires	1,132.43	Vehicle Maintenance - PD
02/09/2023	93043	Lori Bell	3,800.00	Professional Fees -Tourism - Admin
02/09/2023	93044	Malaya Signs	345.01	Signage - Admin
02/09/2023	93045	Motorola Solutions Inc	250.00	Body Camera Mounts - PD
02/09/2023	93046	New Day Arborist	400.00	Pow Wow Tree Consultation - PW
02/09/2023	93047	Office Depot	157.61	Office Supplies - Admin/Ct
02/09/2023	93048	Oregon Assoc of Clean Water Agencies	700.00	Annual Membership - PW
02/09/2023	93049	Oregon DEQ	1,480.00	Annual Water Quality Permit - PW
02/09/2023	93050	Oregon Secretary of State	350.00	Audit Filing Fee - Admin
02/09/2023	93051	Pamplin Media Group	2,348.72	Public Meeting Publication - Admin
02/09/2023	93052	The Pokemon Company Intl., Inc.	100.00	Business License Refund - Admin
02/09/2023	93053	Portland General Electric	6,684.80	Electricity Usage - All Depts.
02/09/2023	93054	Precision Fiber, Inc.	172.50	Fiber Restoration - IT
02/09/2023	93055	Smith-Wagar Brucker Consulting Inc.	9,660.00	Financial Consulting - Admin
02/09/2023	93056	SSW Consulting, LLC	3,225.00	Meeting Facilitation - Admin
02/09/2023	93057	Stericycle	160.86	Shredding Service - PD
02/09/2023	93058	Traffic Safety Supply Co. Inc.	206.00	Parking Signs - PW
02/09/2023	93059	TransUnion Risk and Alternative	75.00	Data Research - PD
02/09/2023	93060	Washington County Consolidated	1,282.50	Radio Programming - PW
02/09/2023	93061	Water Environment Services	111,107.85	Sewer Billing - PW
02/09/2023	93062	Willamette Falls Locks Authority	2,500.00	Annual Contribution - Admin
02/09/2023	301	US Bank Corporate Payment Systems	15,056.50	P-Card Purchases - All Depts.
02/16/2023	302	8x8, Inc.	1,710.06	Monthly Phone Service - All Depts.
02/16/2023	303	BridgePay Network Solutions, LLC	189.10	UB Online Bill Pay Fees - PW
02/16/2023	304	Ian Jeffrey Slavin	1,550.00	Indigent Defense - CT

CHECK REGISTER FOR FEBRUARY 2023

Check Date	Check No.	Vendor	Amount	Line Item Description
02/16/2023	305	Satcom Global Ltd.	42.75	Satellite Phone Access - PD
02/16/2023	93063	Void	-	Void
02/16/2023	93064	Aramark	88.36	Mat Rental
02/16/2023	93065	BMS Technologies	2,149.92	UB Printing/Mailing - PW
02/16/2023	93066	City of Gresham	550.00	K9 Training - PD
02/16/2023	93067	Covanta Energy, LLC	34.38	Contraband Disposal - PD
02/16/2023	93068	Curtis, L. N. Co.	301.03	Uniforms - PD
02/16/2023	93069	Grainger	47.45	Safety Glasses -PW
02/16/2023	93070	Laserwerks	90.00	Recognition Plaque - PD
02/16/2023	93071	Lord & Associates Inc	1,368.00	Flagging Service - PW
02/16/2023	93072	Void	-	Void
02/16/2023	93073	Northwest Success, Inc.	2,253.31	Janitorial Service -PW
02/16/2023	93074	Oak Lodge Water Services	1,555.10	Water Purchases - PW
02/16/2023	93075	One Call Concepts Inc	74.20	Utility Locates - PW
02/16/2023	93076	Oregon Accreditation Alliance	1,963.00	Annual Fee - PD
02/16/2023	93077	Oregon DMV	7.00	Driving Records - PD/Admin
02/16/2023	93078	Oregon Executive Development Inst.	225.00	Training Fees - PD
02/16/2023	93079	Point Emblems	1,330.00	Ornaments - PD
02/16/2023	93080	Pollardwater	2,166.79	Water System Supplies - PW
02/16/2023	93081	Stein Oil Co. Inc.	3,355.34	Gasoline - PD/PW
02/16/2023	93082	Watershed LLC	146.59	Uniform Repairs - PD
02/16/2023	93083	Pitney Bowes	300.00	Postage - All Depts
02/17/2023	93084	Payroll Check	13,019.25	Payroll Check
02/17/2023	306	3J Consulting, Inc.	14,098.00	Planning Service - Admin
02/17/2023	93085	North Clackamas County	40,453.76	Water Usage - PW
02/24/2023	93086	Allstream	140.23	Land Lines - PW
02/24/2023	93087	Bravo Land Care & Maintenance	945.00	Monthly Landscape Maintenance - PW
02/24/2023	93088	Cascade Form Systems	726.35	A/P Check Printing - Admin
02/24/2023	93089	Clackamas County Finance Department	12,978.50	Dispatch/Ammo/Fingerprinting - PD
02/24/2023	93090	Clackamas County Tourism	2,170.00	Travel Oregon Advertisement - Admin
02/24/2023	93091	Clackamas ESD	3,033.19	Data Storage/Network Access - IT
02/24/2023	93092	Code Publishing Inc.	1,933.50	GMC Web Updates - Admin
02/24/2023	93093	Johnson Controls	4,163.00	Fire Extinguisher Servicing - PW
02/24/2023	93094	Leeway Engineering Solutions LLC	14,598.93	I & I Project Fees - PW
02/24/2023	93095	Motorola Solutions Inc	3,504.75	Bodycamera Install/Training - PD
02/24/2023	93096	Oregon Patrol Service	1,004.00	Meeting Security - CT/Admin
02/24/2023	93097	Pacific Mobile Structures, Inc.	532.00	Mobile Office Rental - PW
02/24/2023	93098	Pollardwater	42.00	Water System Tools - PW
02/24/2023	93099	Providence Health Services Oregon	100.00	DOT Physical - Admin
02/24/2023	93100	Secure Pacific Corporation	207.50	Door/Alarm Testing - PW
02/24/2023	93101	Sisul Engineering	2,475.00	Professional Fees - PW
02/24/2023	93102	Stitch n' Embroidery Inc.	135.00	Logo Embroidery - PD
02/24/2023	93103	Triangle Pump & Equipment, Inc.	435.00	Vibration Testing - PW
02/24/2023	93104	United States Postal Service	1,208.70	Newsletter Postage - Admin
02/27/2023	307	HRA VEBA Plan	3,333.46	Employer VEBA contribution
02/27/2023	308	MissionSquare Retirement	6,074.06	Voluntary Payroll Deferred Comp
02/27/2023	93105	Axa Equi-Vest	7,674.16	Voluntary Payroll Deferred Comp
02/27/2023	93106	CIS Trust	61,808.85	Monthly Health Insurance
02/27/2023	93107	Clackamas Community Federal Credit Union	1,201.96	GPA Union Dues
02/27/2023	93108	Equitable	1,403.83	Non-PERS Retirement Pmt
02/27/2023	93109	Equitable Financial Life Insurance Co.	86.00	Non-PERS Retirement Pmt
02/27/2023	93110	Oregon AFSCME Council #75	1,121.77	AFSCME Union Dues
02/27/2023	93111	Oregon Department of Justice/Child Support	343.20	Child Support

Total General Fund Checks: \$ 496,256.25

CHECK REGISTER FOR FEBRUARY 2023

Check Date	Check No.	Vendor	Amount	Line Item Description
		<u>Urban Renewal Fund Checks:</u>		
02/09/2023	5539	Oregon Secretary of State	150.00	Audit Filing Fee - Admin
		Total February 2023 Checks:	<u>\$ 496,406.25</u>	

ATTORNEY CHARGES

Attorneys:	July, 2022	Aug, 2022	Sept, 2022	Oct, 2022	Nov, 2022	Dec, 2022	Totals
City Charter	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Elections	-	725.06	427.50	-	-	-	1,152.56
Finance	-	-	-	-	-	-	-
General	570.00	285.00	484.50	1,657.80	-	87.20	3,084.50
Meeting Attendance	-	-	-	-	-	-	-
Governance/City Council	399.00	484.50	57.00	714.60	285.00	138.50	2,078.60
Meeting Attendance	399.00	959.50	541.50	1,045.00	1,624.50	1,102.00	5,671.50
Intergovernmental	85.50	-	85.50	142.50	28.50	-	342.00
Meeting Attendance	-	228.00	-	-	-	-	228.00
Land Use/ Community Development	-	798.00	2,793.00	4,122.25	285.00	2,109.00	10,107.25
Meeting Attendance	-	-	-	-	-	-	-
Parks & Recreation	-	-	-	-	-	-	-
Personnel/Labor							
GPA	57.00	1,813.00	2,014.50	2,808.25	2,695.30	570.00	9,958.05
City Administration	513.00	802.10	494.76	646.00	484.50	-	2,940.36
Personnel Handbook	-	-	-	-	-	-	-
Meeting Attendance	-	2,356.00	-	-	-	-	2,356.00
Public Records & Meetings	142.50	284.00	-	-	-	28.50	455.00
Public Safety	57.00	2,481.04	28.50	1,415.90	606.00	281.00	4,869.44
Public Works	997.50	57.00	790.00	861.66	142.50	1,111.50	3,960.16
Public Works Facility Project	973.49	1,503.50	1,681.50	-	-	28.50	4,186.99
Real Property Transactions	-	-	171.00	-	-	-	171.00
Risk Management/Litigation	-	285.00	-	-	-	-	285.00
Rights of Way-Telecommunications	-	-	-	-	2,437.50	-	2,437.50
Urban Renewal	-	-	-	-	-	-	-
Total	\$ 4,193.99	\$ 13,061.70	\$ 9,569.26	\$ 13,413.96	\$ 8,588.80	\$ 5,456.20	\$ 54,283.91

Attorneys:	Jan, 2023	Feb, 2023	Mar, 2023	Apr, 2023	May, 2023	June, 2023	Totals for Year
City Charter	\$ -	\$ -					\$ -
Elections	-	-					1,152.56
Finance	-	-					-
General	549.00	114.00					3,747.50
Meeting Attendance	-	-					-
Governance/City Council	802.50	370.50					3,251.60
Meeting Attendance	3,457.72	655.50					9,784.72
Intergovernmental	-	-					342.00
Meeting Attendance	-	-					228.00
Land Use/ Community Development	723.01	1,054.65					11,884.91
Meeting Attendance	-	855.00					855.00
Parks & Recreation	342.00	-					342.00
Personnel/Labor							
GPA	456.00	-					10,414.05
City Administration	-	-					2,940.36
Personnel Handbook	-	-					-
Meeting Attendance	731.36	-					3,087.36
Public Records & Meetings	-	57.00					512.00
Public Safety	116.10	-					4,985.54
Public Works	3,324.86	3,148.83					10,433.85
Public Works Facility Project	171.00	1,026.00					5,383.99
Real Property Transactions	-	-					171.00
Risk Management/Litigation	228.00	-					513.00
Rights of Way-Telecommunications	2,875.00	-					5,312.50
Urban Renewal	-	-					-
Total	\$ 13,776.55	\$ 7,281.48	\$ -	\$ -	\$ -	\$ -	\$ 75,341.94



Public Works

Staff Report for March 2023

Report Date : March 31, 2023
To : Jacque M. Betz, City Administrator
Copy : Mayor and City Council
From : Darren Caniparoli, Public Works Director

PARKS:

- Trash pick-up in all parks two days a week.
- Restroom cleaning in all parks two days a week.
- Repairs and Maintenance of City Parks bathrooms.
- Tree limb cleanup from winter storms in all parks.
- Graffiti Cleanup and Vandalism Response as needed.
- Pressure Washing of all City maintained parks has been completed.
- Magnetic locks for City park bathrooms have been coordinated with sunrise and sunset, which has been effective in reducing incidents of vandalism.



In preparation for Spring and Summer weather, wooden “play-chips” have been laid down at all City playground locations with the exception of Meldrum Bar Park. Wood chips provide the most effective surface for reducing injuries for park users. Meldrum Bar Park will have play-chips installed once the new playground equipment is installed later this year.

Crews have wrapped up the pressure washing that has been ongoing in the parks the past couple of months. All hard surfaces, picnic tables, fencing, sidewalks and pathways, playground equipment etc. have been pressure washed as part of regular maintenance. The last items that needed to be pressure washed were the Splash pad and Pickleball courts at Max Patterson Park.



STREETS:

- Pothole Maintenance continues, crews are responding as quickly as they are able to reports of potholes.
- Zone 3 sign replacement project is completed.
- Sign Maintenance Program is almost complete. Streets crews perform regular maintenance and inspections during winter months. Inspecting street signage for proper height, cutting back vegetation and removing graffiti when necessary, this is part of maintaining compliance with MUTCD (Manual on Uniform Traffic Control Devices) Standards.
- School Parking Concerns were addressed around John Wetten Elementary School. Gladstone PD and Public Works Supervisor Dan Ori met onsite to determine proper placement of additional “No Parking” signs, and yellow curbing to make an area around the school safer for students going to and leaving school grounds.



FACILITIES:

- Twice a month Facility Inspections “Ongoing”
- The Senior Center has requested multiple upgrades to the center that are to be performed by Public Works. The upgrades that were completed during this month were:
 - The adding of two ADA complaint toilets, making every toilet ADA compliant in the center
 - The repair of the cabinetry and drawers in the kitchen island

City wide facility repairs that were completed this month:

- Snaking 75' of drain pipe at the Senior Center clearing a blockage
- Repairing the drinking fountain at the Senior Center
- Fixing a leaking water heater in the Fire Department garage
- Unclogging a drain in the PD Evidence Room
- Upgrading a faucet in the Fire Department
- Floor maintenance/cleaning at all facilities: Deep cleaning of carpets and surface cleaning of hard floors was performed this month; service is provided as part of our contractual agreement with our janitorial company.



FLEET:

Preventative maintenance was performed on Parks and Streets equipment in preparation for the busy spring and summer season. Maintenance was performed on the following pieces of equipment this month.

- All Zero-Turn Mowers
- Roadside Mower
- All Backhoes and Loader
- The Street Sweeper
- Safety Equipment Inspections

OSHA required safety equipment inspections and recertifications were recently been completed on several important pieces of equipment; cranes, rigging, and lifting chains have all been recertified and remain in compliance as required by OSHA.



WATER:

- Read and reported Master Meter reads weekly.
- Change Charts at Webster Pump Station weekly.
- Test Chlorine Residuals at least 2 times per week.
- Routine Water Samples performed on: 3/7/23 and 3/21/23.
- Compiled list of Meter boxes that need attention citywide, including meter boxes in sidewalks, driveways and planter strips.
- Water Department work orders for misc. customer requests and identified leak repairs.
- Door Hangers and water meter shut offs for non-payment
- Verified all water valves, manholes and catch basins for maintenance ahead of this summer's paving and slurry list project
- Pot hole 8in AC water main at 82nd Dr near Highrocks to better understand the piping system and also locate it. This was performed for WES engineering a new sewer force main at this location
- Replaced the Blow off valve box at Dogwood Ct.



Installed control valves to an existing altitude valve at the Webster pump station. This valve installation will allow crews to better control the rate of which water fills the reservoirs in case of an emergency. (pictured left)

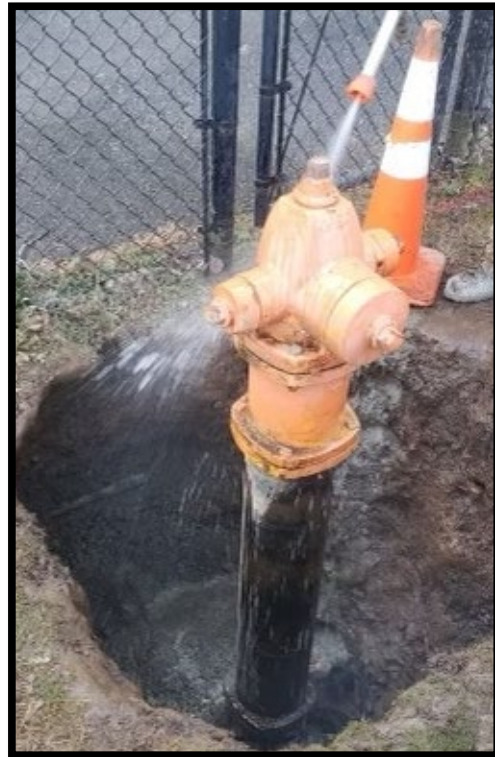
Replaced two leaking water services at 540 Collins Crest. During the repair crews found a broken Stormwater line which will need to be repaired at a later date. (pictured below)





Crews relocated a fire hydrant that is located at the Kirkwood Reservoir. This hydrant was identified as needing to be relocated due to the access being limited, being located too close to the existing fence limited the ability to wrench the hydrant open without interference. Relocating the hydrant resolves this interference and will make the hydrant fully accessible in the case of an emergency.

(Pictured left is original location of hydrant, up against the fence. Crew member is cutting the water line in preparation for the relocation. Picture below is hydrant in its new location, with full access to open the hydrant in the case of an emergency.)



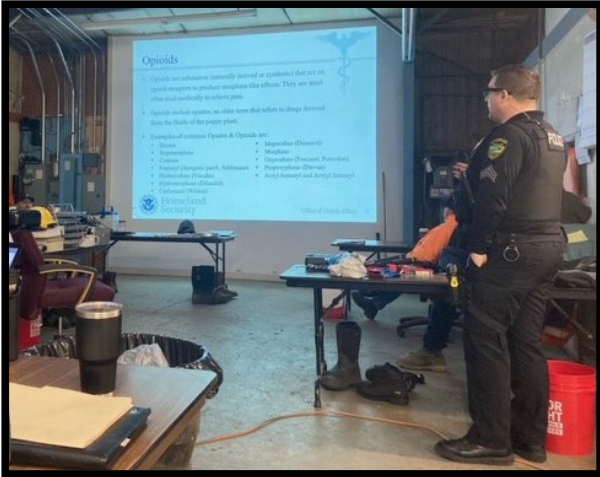
SEWER:

- Locates/GIS map updates continue. Crews continue to perform map investigations to improve our Sewer mapping.
- Reinstalled sewer bypass sandbags in the Portland Ave. sewer main. This bypass diverts flows away from the undersized W. Clackamas Blvd. mainline to the adequately sized Barton trunk line in order to help prevent SSO's.
- Monitoring Smart cover system during heavy rains
- Performed a sewer Investigation to verify which system a limited number of homes are connected to; Gladstone, Oaklodge, or WES.
- Assist with locating sewer cleanouts for our customers.
- Responded to a sewer backup on Risely Ave. Upon completing an investigation, it was determined to not be a City sewer issue.

STORM:

- Street Sweeping according to standardized monthly schedule
- Compiled a catch basin rehab and maintenance list which will be completed during the dry season.
- Performed maintenance on a dry well at Ben Ct.
- Investigate and clean a catch basin and storm line at E Exeter and Columbia Ave.

SAFETY TRAINING:



Fentanyl awareness, the Gladstone Police Department gave a safety presentation regarding the rise of fentanyl in the state of Oregon. In addition, what to do if a public employee were to find the substance in a park or possibly on a patron.

ADMINISTRATION:

- Public Works administration is following up on delinquent ROW Licensing renewals.
- Bid Opening and documents prepared for Webster/Cason Crossing Project; to be taken to City Council April 11th.
- Completed a Regional Water Providers Consortium member water rate study.
- Completed annual static water level testing of Dahl Beach well.
- Clackamas River Basin Council completed a planting work party at Cross Park as part of the Cross Park restoration party.
- Completed new stormwater MS4 Permit requirements matrix including required measurable goals, tracking measures, action plans and due dates. This will serve as a public works road map for completing, tracking and reporting Permit requirements
- Developing RFP Documents for the I & I Phase 1 and 2 project
- Obtained summary of Backflow Management Inc. (BMI) contract services provided to the City
- Design and planning for the Oatfield Rd at E. Hereford St water system pressure reducing valve replacement.
- Worked on completing stormwater MS4 Permit required items per stormwater matrix schedule.
- Working with the Clackamas County Co-permittee group to complete an MS4 Permit modification with DEQ to reduce pesticide-monitoring frequency requirements.
- Working with Clackamas County WES to develop a scope of work and IGA for WES to perform MS4 Permit required stormwater sampling and lab work on the City's behalf.

- Met with Willamette River Keepers volunteer group to plan volunteer invasive species cleanup events at Meldrum Bar Park for the Spring and Summer seasons.
- Attended a meeting for the Clackamas County Multi-Jurisdictional Natural Hazard Mitigation Plan Update and worked on updating the plan.
- Attended Clackamas County WES held sewer Technical Advisory Team meeting.
- Attended a Clackamas River Water Providers emergency planning work session.
- Attended Regional Water Providers Consortium Emergency Planning Committee meeting.
- Attended a Regional Water Providers Consortium Water Providers Network meeting.
- Attended a pre-application for building construction at 1200 82nd Dr.

The essence of good government is trust.

~Kathleen Sebelius

Gladstone Police Department

Monthly Report

March 2023





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



CHIEF'S REPORT

March 2023

Greetings,

During discussions surrounding traffic stops by Gladstone Police Officers, specifically, GPD's increased enforcement over the last 3 years, the question raised during a city meeting was, what gives officers authority to make traffic stops or stop and arrest an offender? The answer is "probable cause".

What is "probable cause"? Probable cause is a requirement found in the Fourth Amendment that must be met prior to legally stopping, arresting, searching or even receiving a search warrant. The Supreme Court has attempted to clarify the meaning of the term and recognized that probable cause is a concept that is imprecise, fluid and very dependent on context. The court viewed probable cause as a "practical, non-technical" standard that calls upon the "factual and practical considerations of everyday life on which reasonable and prudent person acts". Simply put, an officer may stop a vehicle on probable cause if he or she believes that more likely than not, the person being stopped committed that offense.

An example of this is an officer observes a vehicle driving westbound on Dartmouth approaching Portland Ave. The intersection of Dartmouth and Portland Ave. is a four way stop where drivers must come to a complete stop prior to entering the intersection and only enter the intersection when it is safe to do so. The vehicle approaches the intersection at a slower speed but fails to stop and rolls through the intersection continuing westbound. The officer witnessing this violation now has probable cause to stop the driver for failure to obey a traffic control device.

The next question I received was, if you stopped the vehicle for the specific traffic violation, why did you issue two or three citations. Once an officer makes a lawful stop for one or more violations, anything found beyond that such as driving without insurance, open container or that the driver was suspended will also be enforced because probable cause is only required for the initial stop, failing to stop for the stop sign. Failing to provide proof of insurance, observing an open container or checking a person's driving status are considered secondary violations and enforceable.

I have only tried to address the term "probable cause" as it relates to traffic stops for traffic violations. I am encouraging residents and visitors to obey all traffic laws or risk being stopped and cited for such violations.

Sincerely,

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

John Schmerber, Chief of Police



GLADSTONE POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT

MARCH 2023



"Respect ~Service ~Character ~Passion"

GENERAL STATISTICS/TYPE	THIS MONTH	YTD THIS YEAR	YTD LAST YEAR	% +/-	TOP 5 TRAFFIC CITE CHARGES	
Dispatched Incidents	493	1412	1431	-1.33%	Speeding	51
Officer Initiated Incidents	550	1493	1263	18.21%	Driving While Suspended	33
Total Number of Incidents	1043	2905	2694	7.83%	Driving Uninsured	30
Police Reports Filed	252	1849	901	105.22%	Fail to Wear Seat Belt	15
Traffic Contacts	435	1095	743	47.38%	Improper Display of License	13
Citations Issued (Charges)	216	551	420	31.19%	ALARM ADMINISTRATION REPORT	
Parking Citations	25	27	1	2600.00%		
DUII	2	9	12	-25.00%	Renewals Billed	19
Community Policing Contacts	16	42	51	-17.65%	Renewal Fees Collected	\$800.00
Murders	0	0	0	0.00%	New Permits Issued	2
K9 Deployments	4	7	16	-56.25%	False Alarms w/No Permit	1
Tow Releases	0	9	5	80.00%	1st false Alarm Events	2
					2nd False Alarm Events	0
					3rd False Alarm Events	0
					4th False Alarm Events	1
					5 False Alarm Events	2
					6 False Alarm Events	1
					False Alarm fees billed	\$600.00



**GLADSTONE POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT**

MARCH 2023



"Respect ~Service ~Character ~Passion"

SELECTED CALLS FOR SERVICE**	THIS MONTH	YTD THIS YEAR	YTD LAST YEAR	% +/-	SPECIFIC OVERTIME CATAGORIES	HOURS
Abuse/Neglect	1	6	7	-14.29%	Cover Short Shift	80.75
Accident/Injury or Fatal	3	8	5	60.00%	Court	18
Accident/Property Damage	6	18	23	-21.74%	Training	46.5
Assault	2	4	10	-60.00%	Presentations/Meetings	21.25
Burglary	1	6	6	0.00%	Traffic Grant	88
Domestic Disputes	15	50	45	11.11%	Special Assignment	3.5
Drugs/Narcotics	0	4	2	100.00%	K9	15
Disturbance-Fights-Noise	5	17	35	-51.43%	SRO	0
Forgery/Fraud	10	28	25	12.00%		
Hit and Run	4	15	9	66.67%		
Ordinance Violations	19	41	20	105.00%		
Runaway/Missing	5	8	7	14.29%		
Sex Offense	1	2	10	-80.00%		
Suicide Attempt/Threat	6	11	10	10.00%		
Suspicious Person or Circumstance	42	129	187	-31.02%		
Thefts	11	50	65	-23.08%		
Trespass/Prowler	12	24	36	-33.33%		
Vandalism	5	18	21	-14.29%		
Vehicles Recovered	4	10	12	-16.67%		
Vehicles Stolen	5	14	22	-36.36%		
Death(Not Suicide/Murder)	0	0	3	-100.00%		

**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

March 2023

Bias crimes and incidents. The definition of a Bias Crime and Bias Incident 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)

147.380 (b) (Bias Incident)

No Bias Crimes were reported.

1 Bias Incident was reported

Bias Incident defined: a person's hostile expression of animus towards another person, relating to the other person's perceived race, color, religion, gender identity, sexual orientation, disability or national origin, of which criminal investigation or prosecution is impossible or inappropriate. "Bias Incident" does not include any incident in which probable cause of the commission of a crime is established by the investigating law enforcement officer.

On March 10, 2023, Officers received text messages from a tenant at Fairway Village Apartments. The tenant threatened a management employee while calling him a "Mexican bitch" and "brown bitch". While these statements do not constitute a crime, they do amount to a bias incident as the suspect threatens the employee using bias-related language.

The Gladstone Police Department made the proper referral per ORS 147.380.



GLADSTONE POLICE DEPARTMENT DETECTIVES MONTHLY REPORT TO CHIEF AND COUNCIL



DETECTIVES MONTHLY REPORT

Prepared by Detective Fich

March 2023

New Cases Assigned:

1. 22-002973 Burglary 1. Clackamas County District Attorney's Office follow-up request. Assigned 03/02/23
2. 22-006657 Clackamas County Interagency Major Crimes Team (MCT) call-out on a suspected Homicide/Murder. Assigned 03/31/23

Current Caseload:

1. 23-000235 Sexual Abuse. Assigned 01/09/23
2. 23-001039 Child Abuse (physical assault) Assigned 01/18/23
3. 22-006657 Clackamas County Interagency Major Crimes Team (MCT) call-out on a suspected Homicide/Murder. Assigned 03/31/23

Cases Cleared:

1. 22-002973 Burglary 1. Clackamas County District Attorney's Office follow-up request. Additional requested tasks completed on 03/14/23
2. 22-026181 Prostitution. Case suspended pending further investigative leads on 03/23/23 due to unidentifiable subject.

Sex Offender Registrations Completed: 2



GLADSTONE POLICE DEPARTMENT

K9 MONTHLY REPORT TO CHIEF AND COUNCIL



K9 MONTHLY REPORT

Prepared by: Officer Olson

March 2023

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	1	3	20

This month Nanuk and I had four deployments. We assisted on two high risk traffic stops and we searched two buildings after they were burglarized.

Nanuk and I passed our annual standards and maintain certification through March of 2024 when we are due to take them again.

Nanuk's patrol car was replaced this month and he is happily riding around in a new patrol car.





GLADSTONE POLICE DEPARTMENT OPERATIONS MONTHLY REPORT TO CHIEF AND COUNCIL



OPERATIONS MONTHLY REPORT

Prepared by **Sgt. Okerman**

March 2023

3/3 The middle school called after finding a student with suspected drugs. When officers arrived they determined the drugs were sugar and dried leaves from a bush. The student had made them up to appear as drugs and even had related paraphernalia with them. The items were seized and a case was forwarded to the juvenile department after the student admitted to selling the items as drugs.

3/4 It was reported that overnight several of the signs along paths at the Gladstone Nature Park had been destroyed. Unfortunately no suspect leads were developed.

3/9 A Honda Accord was stolen in the early morning hours on Watts St.

3/10 A subject stole from Safeway several times over a period of about 30 minutes. First he stole some beer which was recovered by the attendant at the gas station across the street. Later the subject returned and stole a bag of crackers. The subject was located by officers a few blocks away still eating the crackers. The subject was identified by video and cited for the theft. The subject was homeless and wanted to return to Portland.

3/11 A theft from vehicle was reported. The victim's wallet was stolen from their van and the credit cards had been used already. Follow up on the case is underway.

3/15 Officers helped the Sheriff's Office Civil Division serve a Restraining Order in town. The subject also had an outstanding felony warrant. The subject was located and served with the RO before being taken to jail for the warrant.

3/17 A subject that lives in their car had parked at the bus barn on 82nd Dr. They had been asked to move as they were blocking several employee spaces but they refused. The police were called and convinced the subject to leave to avoid arrest and impoundment of their vehicle.

3/18 Officers were asked to talk with a very frequent caller to dispatch. This subject has mental health issues and had called dispatch to yell at them at least 20 times already this day. Officers were able to calm the subject after they refused to talk with anyone from the Behavior Health Team.



GLADSTONE POLICE DEPARTMENT OPERATIONS MONTHLY REPORT TO CHIEF AND COUNCIL



OPERATIONS MONTHLY REPORT Continued.....

3/22 An officer stopped a vehicle for several violations. The driver refused to identify themselves and espoused constitutionalist ideology. A backup officer was called and when they arrived a plan was put in place to detain the driver. As officers approached the driver began ranting again. Officers were able to get the driver detained while talking with him. The driver's wallet was located in the vehicle and officers learned he had a cite and release warrant. While citations were being written the cover officer was able to de-escalate the subject to the point he was calm and cooperative. The driver was released with several citations.

3/23 The DMV called to report a trespass issue. A subject was refusing to leave the restroom after causing a disturbance. Before officers arrived they learned the subject had a warrant for his arrest. When officers arrived the subject was outside. He was safely taken into custody and transported to jail.



GLADSTONE POLICE DEPARTMENT OPERATIONS MONTHLY REPORT TO CHIEF AND COUNCIL



OPERATIONS MONTHLY REPORT

Prepared by **Sgt. Graves**

March 2023

03/06/23- Officers conducted traffic stops on 2 vehicles which appeared to be speed racing on McLoughlin Blvd. Both drivers were issued citations for violations and one of the drivers was arrested on an outstanding warrant.

03/07/23- Officers were dispatched to a suspicious vehicle in the 18000 block of Webster Rd. During the investigation it was determined that one of the subjects had a warrant for their arrest. The subject was later located and arrested on the warrant.

03/26/23- Officers responded to a disturbance in the 6300 block of Caldwell. It was reported that motor cycle parts were being sold out of the house that did not belong to one of the residences. One of the subjects was determined to have several Felony warrants for their arrest. It was determined that no new crime had occurred as reported. Several officers from the surrounding area came to the home to take the wanted person, who is known to have weapons, in to custody. All occupants of the home were asked to come out. The wanted subject did not comply and remained inside. The subject was loud hailed to come out of the home but he did not respond. It was determined for the public and Officer safety to leave the home without making the arrest.

03/27/23- Officer responded to a domestic disturbance at Tukwila. Officers arrived and were unable to determine who the aggressor was in the disturbance. The female half, who does not live there, left the scene. While officers were dealing with that, a known subject who is trespassed from the property came inside. That subject was detained for trespassing. The subject then complained of a drug overdose and medics were called to the scene. The subject was issued a citation for the criminal trespass and was transported to the hospital by AMR.

This month GPD put into service its newest K9 vehicle. This has been a 2 year process due to vehicle/chip shortages at the dealership. This is the first patrol truck the department has purchased and added to the fleet.

Gladstone Police conducted approximately 425 traffic stops for the month of March.





GLADSTONE POLICE DEPARTMENT OPERATIONS MONTHLY REPORT TO CHIEF AND COUNCIL



OPERATIONS MONTHLY REPORT

Prepared by Sgt. Hutchinson

March 2023

03/04/23 Saturday – Officers responded to a man who was lying face down on the concrete outside of Tukwilla Transitional Housing. The man is a resident, but he was intoxicated and unable to walk on his own. He was transported by AMR on a Police Officer Hold.

03/10/23 Friday – Officers responded to the Gladstone Walgreens where a female stole a cart worth of goods from the store. The female was located nearby and identified. She had a few of the stolen items on her. The store only wanted her trespassed.

03/15/23 Wednesday – Gladstone units responded to the River Glen Apartments on a welfare check. A young girl went to her neighbor's apartment crying, saying her dad was gone and she was home alone with her younger brother. Officers were able to contact the father by phone who said he was out getting medicine for his daughter's cough. She did say she has been sick. We cleared when the father was home to care for the children.

03/18/23 Saturday – Gladstone units responded to a suspicious vehicle that was parked facing the wrong way on Oatfield Rd near Angus Way. The vehicle was running and the driver was slouched over. The driver was visibly intoxicated and unable to perform a DUII investigation. He was arrested and transported to the Police Department where his blood was drawn after a warrant was obtained.

03/24/23 Friday – Gladstone Officers located a subject trespassing under the Hwy 99 Bridge. The subject was uncooperative and would not leave the area. He was arrested for trespassing and continued to resist officers as he was taken into custody. No injuries were reported and the subject was lodged at the Clackamas County Jail.

03/25/23 Saturday – Officers responded to a subject we had been out with before from Tukwilla Springs, this time at Arlington and Portland Ave. The subject would not move from the intersection and was purposely trying to obstruct traffic. He was visibly intoxicated. The subject was arrested for Disorderly Conduct.

03/31/23 Friday – A stolen vehicle was found occupied at Kraxberger Middle School. The driver was arrested without incident.

RECORDS UNIT MONTHLY REPORT

Reported by: Executive Assistant Kristi Walls

March 2023

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. Last month’s winner was Marin Mcleod. The correct answer was Robinhood Park. Located at 6670 SE Doncaster Dr. Gladstone, Oregon 97027.



Don't forget to stop by the police department to get your free bicycle helmet. We have all sizes ranging from toddlers to adults. We are here to help you Monday through Friday from 9:00am – 4:00pm. We gave away 6 bike helmets in March. Bike rodeo is coming May 20th!





Where is K9 Nanuk? April 2023



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 Herkamp

March 2023

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 Herkamp 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.

Highlights in March 2023 from Officer Herkamp:

March 2023 has been a great month to be in the schools. As I walk the hallways and corridors I have had some great conversations with students and staff alike.

The Gladstone Senior trip to the East Coast was this month. The trip was a great success and the weather was perfect. Congratulations!

My goal each day is to walk each school with safety in mind. I also conduct traffic patrols in the school zones. You may see me parked in the mornings and afternoons in front of the schools or in school zones.



GLADSTONE POLICE DEPARTMENT TRAINING UNIT MONTHLY REPORT TO CHIEF AND COUNCIL



TRAINING UNIT MONTHLY REPORT

Prepared by: Sergeant Okerman

March 2023

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
Herkamp	SRO	No	2
Gilliam	FTEP	No	24
Butler	FTEP	No	24
Hale	OARPO Conference	No	8
Hutchinson	Leadership	Yes	24
14 Sworn	Firearms	Yes	3 each
Total			124

SRO Herkamp attended a two hour class on Preventing School Violence. This class was focused on intersecting actions before kids get violent at school.

Officers Gilliam and Butler attended Field Training and Evaluation Program training. They are both now Field Training Officers and will be part of new officer field training.

Reserve Officer Hale attended the one day Oregon Association of Reserve Police Officer Conference. The OARPO conference always hosts top tier instructors and topics. This year there were segments on Suicide by Cop: Assessment and De-escalation. The other was on Officer Resilience. Officer Hale said both classes were top notch and recommended them for all officers.

Sgt. Hutchinson completed a 6 session leadership course that met once a week at LOPD. Each class was three hours with at least an hour of homework each week. All the students in the class were recently promoted sergeants. Sgt. Hutchinson took several things from the class and made good connections with other leaders in the county.



GLADSTONE POLICE DEPARTMENT TRAINING UNIT MONTHLY REPORT TO CHIEF AND COUNCIL



TRAINING UNIT MONTHLY REPORT Continued.....

14 of the 15 sworn officers attended quarterly firearms training. Chief Schmerber brought CA Betz out to the range to observe some of the training. This session focused on dealing with multiple threats, critical thinking and decision making, speed vs accuracy, movement, and officer rescue under fire. Our new ballistic shields were also taken to the range to practice with using them. Many of the drills were timed and everyone showed significant improvement over the day.

GLADSTONE MUNICIPAL COURT FROM MARCH 2023

General Court Information from March 2023

- 129 traffic citations filed
- 92 violations disposed
- 3 misdemeanors filed
- 6 misdemeanors disposed
- 22 charges were placed on a payment plan
- 18 warrants were issued
- 85 payment reminders were mailed to defendants
- 51 driver's licenses were requested suspended
- 22 driver's licenses were released
- 35 violations were sent to collections
- 0 cases were sent to the Department of Revenue
- 0 Jury trial was held- Found Guilty of Hit/Run
- \$22,835.00 in violation fees assessed
- \$21,799.95 in violation fees paid
- \$6,775.00 in misdemeanor fees assessed
- \$4,709.73 in misdemeanor fees paid
- \$4,643.33 collection with Department of Revenue
- \$19,597.50 collected with The Western Agency

	Traffic Cites Issued 2021	Traffic Cites Issued 2022	Traffic Cites Issued 2023	Traffic Viol Disp 2021	Traffic Viol Disp 2022	Traffic Viol Disp 2023	Misd. Issued 2021	Misd. Issued 2022	Misd. Issued 2023	Misd. Disp. 2021	Misd. Disp. 2022	Misd. Disp. 2023	Parking 2021	Parking 2022	Parking 2023
Jan	96	78	120	197	97	132	6	2	2	14	3	10	3	0	1
Feb	49	86	64	117	115	173	5	13	9	8	8	6	2	0	1
Mar	157	62	129	87	122	92	6	3	3	10	8	6	3	1	21
Apr	107	118		137	93		6	13		6	2		8	3	
May	92	76		173	189		5	4		6	9		9	40	
Jun	177	118		93	150		5	13		7	8		49	13	
Jul	146	42		254	160		21	2		4	9		45	61	
Aug	101	37		199	111		7	16		10	12		19	21	
Sep	127	35		144	76		7	5		7	8		12	5	
Oct	55	37		199	32		2	4		10	3		4	5	
Nov	70	67		87	64		8	4		3	9		8	2	
Dec	55	99		85	62		0	4		7	3		1	0	
Total	1232	855	313	1772	1271	397	78	83	14	92	82	22	163	151	23

GLADSTONE MUNICIPAL COURT FROM MARCH 2023

TRAFFIC FINE & FEES ASSESSED AND PAID BY YEAR

	Traffic Fees Assessed 2021	Traffic Fees Assessed 2022	Traffic Fees Assessed 2023	Traffic Fees Paid 2021	Traffic Fees Paid 2022	Traffic Fees Paid 2023
Jan	51,046.00	35,192.50	39,830.00	16,230.42	18,573.88	24,445.59
Feb	31,940.00	30,750.00	58,120.00	32,689.75	25,724.67	19,848.78
Mar	22,844.00	33,126.10	22,835.00	16,401.78	36,100.00	21,799.95
Apr	39,964.84	28,805.00		40,979.85	26,349.01	
May	50,745.00	57,275.00		22,791.29	27,039.72	
Jun	28,460.00	38,788.00		23,934.76	42,927.32	
July	22,818.60	51,636.25		43,103.86	24,562.98	
Aug	53,950.00	28,160.00		26,648.20	25,312.14	
Sept	44,225.00	31,143.00		25,539.13	23,137.49	
Oct	47,026.00	24,148.77		28,491.79	9,505.00	
Nov	26,505.00	17,975.00		21,086.93	20,958.48	
Dec	30,290.00	16,775.00		17,573.05	28,268.41	
Total	\$449,814.44	\$393,774.62	\$120,785.00	\$315,470.81	\$308,459.10	\$66,094.32

MISDEAMNOR FINE & FEES ASSESSED AND PAID BY YEAR

	Misdemeanor Fees Assessed 2021	Misdemeanor Fees Assessed 2022	Misdemeanor Fees Assessed 2023	Misdemeanor Fees Paid 2021	Misdemeanor Fees Paid 2022	Misdemeanor Fees Paid 2023
Jan	13,698.48	2,136.00	14,109.00	7,346.08	3,771.92	2,944.52
Feb	5,511.00	6,511.00	10,168.00	5,267.95	10,412.41	5,025.10
Mar	4,308.00	5,831.62	6,775.00	10,012.54	6,955.75	4,709.73
Apr	4,128.28	963.00		14,939.91	6,962.43	
May	4,737.00	7,062.00		5,646.16	1,841.15	
Jun	9,960.01	7,183.00		5,179.63	9,152.68	
July	4,381.00	7,921.38		6,741.67	3,411.36	
Aug	14,716.00	8,991.00		10,463.60	2,149.64	
Sept	30,584.00	6,868.00		6,507.01	2,668.68	
Oct	5,546.00	4,155.73		9,914.75	6,588.00	
Nov	5,463.00	8,535.00		5,557.93	3,654.71	
Dec	3,786.00	2,580.00		1,834.12	2,552.88	
Total	\$106,818.77	\$68,737.73	\$31,052.00	\$89,411.35	\$60,121.61	\$12,679.35



City of Gladstone Monthly Planning Report March 2023

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	1	1										3
Customer phone/email Contacts	48	37	31										116
Building Permits with Land Use Review	4	6	5										15
Code Compliance Review	1	1	1										3
Pre-application Conferences	1	0	1										2
Administrative Decisions	2	2	1										5

PLANNING COMMISSION ACTIONS/DECISIONS

- DR-23-02 Mazda of Gladstone Addition- Approved
- Home Occupation Approval Appeal- Continuation to April PC meeting

CITY COUNCIL LAND USE ACTIONS/DECISIONS

- TXT 2022-02 Downtown Core Overlay Code Amendments-Approved with amendment to maximum height: Reduce maximum height in Downtown Core Overlay from 50' to 45' (still 4 stories) with first floor ceiling height of 12' (rather than 15')

PRE-APPLICATION CONFERENCES

- PAC 23-01: 1200 82nd Drive- New warehouse building for Portland Partyworks

ADMINISTRATIVE PERMITS

- Evergreen Storm Outfall Floodplain Permit

BUILDING PERMITS WITH LAND USE REVIEW

DECEMBER			
Date	Address	Building Permit #	Description
03/02/23	300 W Fairfield	B00666822	Demo Garage, Add ADU (setback issues resolved)
03/02/23	740 82 nd Drive	B0705122	Internal restroom update at High Rocks Small Business Park
03/09/23	740 82 nd Drive	B0133923	Internal restroom update at High Rocks Small Business Park
03/21/23	19575 River Road	B0445422	Conversion of window to a door (not yet approved)
03/23/23	295 E. Arlington St	B0705722	Treehouse ADU (not yet approved)

FUTURE ITEMS/PROPERTY UPDATES

Date	Topic
April	Home Occupation Public Works Building Renovation Design Review Code Updates Discussion

Monthly Report Date: March 2023

To: City Administrator, Jacque Betz

From: Community Services Manager, Tiffany Kirkpatrick, MA

Current Staffing: 1.) Full-time Manager 2.) Full-time Office/Program Assistant II. 3.) Full-time Temporary Nutrition Assistant 4.) 25hr/wk Tram Driver

Services we provide:

- 1) The center captured **359 Info and Assistance calls** coming in about inquiries regarding program/service needs, transportation, follow-up etc.
- 2) The center handled **135 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 **7 case management**, calls to direct plan, support and assist our senior participants navigate the system.
- 3) We **held 2** Multigenerational activities at lunchtime in March 2023.
- 4) We held **1** Lunch + Learn educational presentations in February.

Guest Attendance

Tot

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 **961 in-dining meals** were served to our guests/participants.
- 2. We delivered **1524 Homebound meals** to Gladstone community members.
Over the month, **351 food boxes** were sourced, prepped, and delivered.
- 3. We reported **500+ volunteer hours** over the month, and **3 new volunteers**.
- 4. We total **112 active volunteers**.

Revenues for meals- \$540 homebound donations + \$931.48 in donations from congregate meals



March highlights another successful Community Bingo with lots of familiar faces, food, drink and full capacity reached.



We held a Lunch and Learn session w/ corn beef/cabbage—and guest from the Parkinson's Resource Cntr of Oregon- 30+ in attendance.



Senior Advisory Board Worked on 2nd round of survey's for the center name change.

March Highlights

AARP- Tax clinic continues in the center every Friday.

The Senior Advisory Board agreed to five potential names from the surveys turned in; there is now a 2nd survey out in the community and social media for choosing from the five

Rotary Community Bingo – held their 3rd successful community bingo at the center. There were over 100 participants of the community. They have added participants to the extra/attached room next to the main dining hall. The center will have an opportunity, should there be community events relevant for all, to bring those up at the Community Bingo night. This month, Mindy P., Board President mentioned the center's name change goal and passed out survey's for all to suggest a name for the center.

GEMS met and rescheduled the Hands On CPR training for April.

John Wetten school grades intergenerational programming- continues to link up our homebound elders and/or seniors that enjoy penpal writing with students from the elementary school.

Bids for Projects at the center:

Painting the interior of the center- tba

Kitchen Modernatization – awaiting second bid to begin

March upgrade: Our new 12 passenger Van- ready for passengers, name, decal and all the adventures.



City of Gladstone Staff Report

Report Date : April 2, 2023
Meeting Date : April 11, 2023
To : Jacque Betz, City Administrator
Mayor and City Council
From : Darren Caniparoli, Public Works Director

AGENDA ITEM

Approve the award of bid and a public improvement contract with D & D Concrete and Utilities, Inc. for the Webster/Cason Crossing Project.

History/Background

The City of Gladstone's Traffic Safety Plan (TSP) identified the Webster/Cason Crossing Project (project P-40 in TSP) as a high priority in 2017; this project has also been identified by City Council in its current goals as a focus of year one.

The Webster/Cason Crossing project will provide an enhanced pedestrian crossing with high visibility pavement markings and signage, the installation of Rectangular Rapid Flashing Beacons (RRFB's), a reduction of the curb radius on the northeast corner of the intersection and four ADA Ramps. This project will increase safety for students whom walk to and from our local schools, while increasing access to the Gladstone Nature Park.

Cost Impact:

With the conclusion of the Request for Proposal (RFP) process, the City received two proposals, the lowest bid received was from D & D Concrete and Utilities, Inc. whom submitted a bid for \$152,410.00. Staff recommends adding a 15% contingency (\$22,861.50) for a total contract amount not to exceed \$175,271.50. Funding for this project will be allocated from "Capitol Projects" within the Streets budget.

Proposal:

Staff proposes City Council approve the award of the bid as stated in the contract. Exhibit A, is the bid results from the RFP process, Exhibit B is the proposed contract and general conditions between the City of Gladstone and D & D Concrete and Utilities, Inc.

Options:

- Option 1:** Approve the award of bid and public improvement contract between the City of Gladstone and D & D Concrete and Utilities, Inc. for a total contract amount not to exceed \$175,271.50 for the Webster/Cason Crossing Project.
- Option 2:** Do not approve the award of bid and public improvement contract for the Webster/Cason Crossing Project.

Recommended Staff Action:

Staff recommends approving the award of bid and to approve the public improvement contract to D & D Concrete and Utilities, Inc. by making the following motion:

"I move to approve the award of bid and a public improvement contract with D & D Concrete and Utilities, Inc. for the not to exceed amount of \$175,271.50 for the Webster/Cason Crossing Project.

	4/5/23		4-5-23
Department Head Signature	Date	City Administrator Signature	Date

Exhibit A



City of Gladstone

Webster/Cason Crossing Project

Bid Deadline: March 14, 2023 @ 2:00 pm **Bid Opening:** March 14, 2023 @ 2:15 pm

Bidding Contractor Name	Bidder Checklist	Schedule of Prices	Bid Form	First Tier Subcontractor	Addenda Acknowledgement	Contractor Qualification 5 year min.	Certification of Drug program
EIK Mountain	NA	388,590	X	X	X	X	X
D & D	NA	152,410	X	X	X	X	X

Bid opened and reviewed by: De Cail

Witnessed by: K. Bowen



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: Webster/Cason Crossing

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum not to exceed **\$175,271.50** (the "Contract Price"), to be paid to

D & D Concrete and Utilities, Inc.

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
- Proposer's Bid Form
- 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
- Plans, Specifications and Drawings
- Detailed Scope of Work
- [Addenda]

[Type here]

2. Representatives.

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

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

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: **XXXXXXXXXXXX** shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

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

Job Superintendent: **XXXXXXXXXXXX** 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 **April 12, 2023**

FINAL COMPLETION DATE: Shall occur no later than **June 30, 2023**

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

[Type here]

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: **D & D Concrete and Utilites, Inc.**

[Type here]

Contractor CCB #: **219262**

Expiration Date: **Active**

Metro License #: **13770/Active**

Entity Type: **Corporation**

Insurance Documents Received: **3/29/2023**

Expiration: **2/14/2024**

W-9 Received:

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 Name (No DBA/ABN)

City of Gladstone

Signature

Date

Signature

Date

Jacque Betz, City Administrator

XXXXXXX

Name / Title Printed

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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- A.1 DEFINITION OF TERMS
- A.2 SCOPE OF WORK
- A.3 INTERPRETATION OF CONTRACT DOCUMENTS
- A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND PROJECT
- A.5 INDEPENDENT CONTRACTOR STATUS
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- J.2 CONTRACTOR'S RESPONSIBILITIES
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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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A.2 SCOPE OF WORK

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

A.3 INTERPRETATION OF CONTRACT DOCUMENTS

- A.3.1 Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following descending order of precedence:
- (a) The Contract and any amendments thereto, including Change Orders, with those of later date having precedence over those of an earlier date;
 - (b) The Supplemental General Conditions;
 - (c) City General Conditions;
 - (d) Plans and Specifications;
 - (e) The Solicitation Document, and any addenda thereto.
- A.3.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the City's interpretation in writing as determined in City's sole discretion.
- A.3.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the City. Matters concerning and interpretation of requirements of the Contract Documents will be decided by the City in the City's sole discretion, who may delegate that duty in some instances to the Architect/Engineer. Responses to Contractor's requests for interpretation of Contract Documents will be made in writing by City (or the Architect/Engineer) within any time limits agreed upon or otherwise with reasonable promptness. Contractor shall not proceed without direction in writing from the City (or Architect/Engineer).
- A.3.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations in effect in the jurisdiction where the Project Site is located on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

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

- A.4.1 It is understood that the Contractor, before submitting an Offer, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The City will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the City, or with the Architect/Engineer either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. Contractor shall at all times be responsible for all utility locates regardless of the ownership of such utility infrastructure or service.
- A.4.2 Should the Plans or Specifications fail to particularly describe the materials, kind of goods, or details of construction of any aspect of the Work, Contractor shall have the duty to make inquiry of the City and Architect/Engineer as to what is required prior to performance of the Work. Absent Specifications to the contrary, the materials or processes that would normally be used to produce first quality finished Work shall be considered a part of the Contract requirements.
- A.4.3 Any design errors or omissions noted by the Contractor shall be reported promptly to the City, including without limitation, any nonconformity with Applicable Laws.
- A.4.4 If the Contractor believes that adjustments to cost or Contract Time are involved because of clarifications or instructions issued by the City (or Architect/Engineer) in response to the Contractor's notices or requests for information, the Contractor must submit a written request to the City, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt by Contractor of the clarifications or instructions issued. If the City denies Contractor's request for additional compensation, additional Contract Time, or other relief that Contractor believes results from the clarifications or instructions, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process. If the Contractor fails to perform the obligations of Sections A.4.1 to A.4.3, the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations.
- A.4.5 If the Contractor believes that adjustments to cost or Contract Time are involved because of an Unavoidable Delay caused by differing Project Site conditions, the Contractor shall notify the City immediately of differing Project Site conditions before the area has been disturbed. The City will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If Contractor and the City agrees that a differing Project Site condition exists, any adjustment to compensation or Contract Time will be determined based on the process set forth in Section D.2.2 for adjustments to or deletions from Work. If the City disagrees that a differing Project Site condition exists and denies Contractor's request for additional compensation or Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

A.5 INDEPENDENT CONTRACTOR STATUS

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

A.6 RETIREMENT SYSTEM STATUS AND TAXES

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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

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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.

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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.

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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

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

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

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

**SECTION D
CHANGES IN THE WORK**

D.1 CHANGES IN WORK

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

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

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

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

Example: \$20,000 of Direct Costs Work performed by a 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

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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

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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;

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- (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

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- 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

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- 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

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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

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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

[Type here]

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

[Type here]

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

[Type here]

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

[Type here]

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.

[Type here]

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.



DATE: April 4, 2023

TO: Gladstone City Council

CC: Jacque Betz, City Administrator

FROM: John Schmerber, Chief of Police (by Sgt. Eric Graves) *E.T.G.*

SUBJECT: OLCC Application for New Owners of High Rocks Restaurant & Lounge

The City of Gladstone received the attached OLCC liquor license application for High Rocks Restaurant & Lounge located at 915 E Arlington due to a change of ownership. The new owners, Tong Li Rosengrant and Shawn Rosengrant have met all requirements and the Gladstone Police Department has no objection to OLCC or the Gladstone City Council approving this application.

LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

- Full On-Premises | Limited On-Premises | Off Premises | Warehouse | Wholesale Malt Beverage and Wine

Select the license type you are applying for.

More information about all license types is available [here](#).

Full On-Premises

- Commercial
- Caterer
- Public Passenger Carrier
- Other Public Location
- For Profit Private Club
- Nonprofit Private Club

Winery

- Primary location
- Additional locations: 2nd 3rd 4th 5th

Brewery

- Primary location
- Additional locations: 2nd 3rd

Brewery-Public House

- Primary location
- Additional locations: 2nd 3rd

Grower Sales Privilege

- Primary location
- Additional locations: 2nd 3rd

Distillery

- Primary location
- Additional tasting locations: 2nd 3rd 4th 5th 6th

Limited On-Premises

Off Premises

Warehouse

Wholesale Malt Beverage and Wine

INTERNAL USE ONLY

Local Governing Body: After providing your recommendation, return this application to the applicant.

LOCAL GOVERNING BODY USE ONLY

City/County name:

Date application received:

Optional: Date Stamp

- Recommend this license be granted
- Recommend this license be denied

Printed Name

Date

LIQUOR LICENSE APPLICATION

Page 2 of 4

APPLICANT INFORMATION	
Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.	
Name of entity or individual applicant #1: ROSELI LLC	Name of entity or individual applicant #2:
Name of entity or individual applicant #3:	Name of entity or individual applicant #4:

BUSINESS INFORMATION		
Trade Name of the Business (name customers will see): High Rocks Restaurant & Lounge		
Premises street address (The physical location of the business and where the liquor license will be posted): 915 E Arlington st		
City: Gladstone	Zip Code: 97027	County: Clackamas
Business phone number: 5036561111	Business email: roseliinternational@gmail.com	
Business mailing address (where we will send any items by mail as described in): 14021 SE Lennon ct		
City: Portland	State: OR	Zip Code: 97236
Does the business address currently have an OLCC liquor license? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

AUTHORIZED REPRESENTATIVE – A liquor applicant or licensee may give a representative authorization to make changes to the license or application on behalf of the licensee or to receive information about a license or application.		
I give permission for the below named representative to:		
<input type="checkbox"/> Make changes regarding this license/application on my behalf.		
<input checked="" type="checkbox"/> Receive information about the status of this application, including information about pending compliance action or communications between OLCC and the licensee/applicant.		
Representative Name: Tina Wiltsey-Trevizo		
Phone number: 5039309261	Email: tina@wiltseybars.com	
Mailing address:		
City:	State:	Zip Code:

LIQUOR LICENSE APPLICATION

Page 3 of 4

APPLICATION CONTACT INFORMATION – Provide the point of contact for this application. If this individual is <u>not</u> an applicant or licensee, the Authorized Representative section must be filled in and the appropriate permission(s) must be selected.	
Application Contact Name: Tong Li Rosengrant	
Phone number: 5302498050	Email: tonglee871020@gmail.com

TERMS

- “Real property” means the real estate (land) and generally whatever is erected or affixed to the land (for example, the building) at the business address.
- “Common area” is a privately owned area where two or more parties (property tenants) have permission to use the area in common. Examples include the walking areas between stores at a shopping center, lobbies, hallways, patios, parking lots, etc. An area’s designation as a “common area” is typically identified in the lease or rental agreement.

ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

- Each applicant listed in the “Application Information” section of this form has read and understands [OAR 845-005-0311](#) and attests that:
 1. At least one applicant listed in the “Application Information” section of this form has the legal right to occupy and control the real property proposed to be licensed as shown by a property deed, lease, rental agreement, or similar document.
 2. No person not listed as an applicant in the “Application Information” section of this form has an ownership interest in the business proposed to be licensed, unless the person qualifies to have that ownership interest waived under OAR 845-005-0311.
 3. The licensed premises at the premises street address proposed to be licensed either:
 - a. Does not include any common areas; or
 - b. Does include one or more common areas; however, only the applicant(s) have the exclusive right to engage in alcohol sales and service in the area to be included as part of the licensed premises.
 - In this circumstance, the applicant(s) acknowledges responsibility for ensuring compliance with liquor laws within and in the immediate vicinity of the licensed premises, including in portions of the premises that are situated in “common areas” and that this requirement applies at all times, even when the business is closed.
 4. The licensed premises at the premises street address either:
 - a. Has no area on property controlled by a public entity (like a city, county, or state); or
 - b. Has one or more areas on property controlled by a public entity (like a city, county, or state) and the public entity has given at least one of the applicant(s) permission to exercise the privileges of the license in the area.

LIQUOR LICENSE APPLICATION

Page 4 of 4

• Each applicant listed in the "Application Information" section of this form has read and understands [OAR 845-006-0362](#) and attests that:

1. Upon licensure, each licensee is responsible for the conduct of others on the licensed premises, including in outdoor areas.
2. The licensed premises will be controlled to promote public safety and prevent problems and violations, with particular emphasis on preventing minors from obtaining or consuming alcoholic beverages, preventing over-service of alcoholic beverages, preventing open containers of alcoholic beverages from leaving the licensed premises unless allowed by OLCC rules, and preventing noisy, disorderly, and unlawful activity on the licensed premises.

I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application, are true and complete.

<u>Tong Rosengrant</u> Print name	<u>[Signature]</u> Signature	<u>4-3-2023</u> Date	_____ Atty. Bar Info (if applicable)
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<u>Shawn Rosengrant</u> Print name	<u>[Signature]</u> Signature	<u>4-3-2023</u> Date	_____ Atty. Bar Info (if applicable)
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_____ Print name	_____ Signature	_____ Date	_____ Atty. Bar Info (if applicable)
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_____ Print name	_____ Signature	_____ Date	_____ Atty. Bar info (if applicable)
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**CLACKAMAS
FIRE DISTRICT
#1
REPORT**



CLACKAMAS FIRE DISTRICT #1

Here for you

FIRE CHIEF'S REPORT

March 2023

Brush/Vegetation Fires: Over the weekend of March 18th and 19th, Clackamas Fire responded to five large fires. Including a fire in Hoodland that was 20+ acres.

Seattle Stair Climb: On March 12th, sixteen Clackamas firefighters participate in the annual Firefighter Stairclimb Challenge. They climbed 1,356 steps in full gear and raised over \$12,000 for the Leukemia Lymphoma Society.

Volunteer Recruitment: Application period closed with 38 suppression, six support, six water tender applicants. Selection process is underway. New volunteers (up to 24 suppression plus support and water tender) will be in academy by October and ready to serve in February.

Portland Metro Fire Camp: Free - two 3-day sessions in July for females ages 16-22. This camp is designed to instill confidence, build leadership and team skills in young women through hands-on firefighter training. Registration is open through May 1st at

www.portlandmetrofirecamp.com



3/18-19: Vegetation fire response

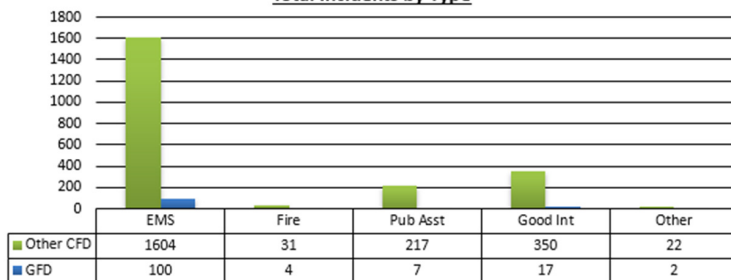


3/14: Seattle Stairclimb

Gladstone Fire Report

March 2023

Total Incidents by Type



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

Clackamas Fire @clackamasfire · 2h

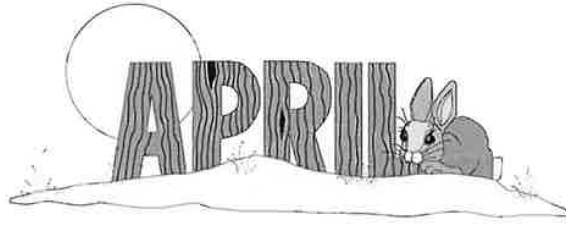
Late night water drill last week. Since incidents don't happen only during the day, we train like we work, in all conditions, at all hours of the day. Your Clackamas #Firefighters, response ready 24/7. #hereforyou #everydayisatrainingday #trainingday

📷: Crew from Squad 319



AGENDA
ITEM #10 -

NO ATTACHMENTS



REGULAR AGENDA

City of Gladstone Staff Report

Report Date: April 4, 2023
Meeting Date: April 11, 2023
To: Gladstone City Council
Via:
From: Jacquie M. Betz, City Administrator
Heather Austin, 3J Consulting

AGENDA ITEM

Presentation to the Council on the Climate-Friendly and Equitable Communities (CFEC) program. Consider Gladstone's three options for meeting the "Parking B" requirements by June 30, 2024, and determine which option the city should pursue.

History/Background

Oregon's Department of Land Conservation and Development (DLCD) and Land Conservation and Development Commission (LCDC) developed the Climate-Friendly and Equitable Communities (CFEC) program to support communities taking action to meet Oregon's climate pollution reduction goals. The program works to help provide more housing and transportation choices and improve equity. LCDC adopted rules for implementation of the CFEC program on July 21, 2022. Cities in eight metropolitan areas throughout the state, including Gladstone, are now required to meet CFEC standards in the coming years.

At the Council meeting on April 11th, Evan Mandel and Kelly Reid, both with DLCD, will present information on the CFEC program. Evan is helping communities throughout the state understand the requirements and options available under the CFEC program and Kelly is Gladstone's regional DLCD representative.

Attached to this staff report are informational materials provided by DLCD, as well as the slides that will be presented at the Council meeting. Additional information can be found on DLCD's website at: <https://www.oregon.gov/lcd/CL/Pages/CFEC.aspx>

Options

- The City could choose to direct staff to begin work on one of the three "Parking B" options available to the City.
- The City could choose to wait on directing staff and request additional information on the CFEC program and Gladstone's options.

Recommendation

Staff recommends the City Council direct staff to begin work on one of the three "Parking B" options available to the City.

Heather M Austin 04.04.23

Department
Head Signature Date

Jacquie M. Betz 4-5-23
City Administrator
Signature Date



Climate-Friendly and Equitable Communities Program

Oregon is not meeting its goals to reduce climate pollution. While some sectors have made significant progress, transportation-related climate pollution has increased. If current trends continue, Oregon will come nowhere near to meeting Oregon's legislative policy of reducing pollution 75% below 1990 levels by 2050.

Transportation accounts for roughly 38% of Oregon's climate pollution. In 2020, the Oregon Land Conservation and Development Commission directed the Department of Land Conservation and Development to draft updates Oregon's [transportation and housing planning](#) rules, helped with a rulemaking advisory committee. After two years of extensive community engagement, the commission adopted rules updates in 2022. Those rules will be implemented over the next several years.

There are many benefits to reducing greenhouse gas pollution, including better health outcomes, cleaner air and more choices for Oregonians on how to get to places they want to go.

The rulemaking significantly strengthens Oregon's rules about transportation and housing planning, particularly in the eight areas with populations over 50,000 people (Albany, Bend, Corvallis, Eugene/Springfield, Grants Pass, Medford/Ashland, Portland Metro, Salem/Keizer). Rules do not change for communities outside those areas.

Oregon is committed to increasing equity. Our state has a long history of discrimination and racism, including in our land use and transportation planning decisions. Rulemaking focuses on reducing pollution while also increasing housing and transportation choices and creating [more equitable outcomes](#) for all Oregonians.

Reducing driving is one of the most important ways to reduce pollution. Communities can reduce the number and length of driving trips by bringing land uses closer together, increasing the walkability of the built environment, and mixing land uses. When done well, this gives Oregonians more choices to take public transit, bike, or walk to get around.

Oregon's planning system is a partnership between state and local governments. State law and rules direct how local governments develop comprehensive plans, including land use and transportation elements. In order to meet Oregon's pollution reduction goals, land use and transportation plans will have to change significantly. We know:

- Most new development will need to be in neighborhoods where shopping, employment, parks and housing are in closer proximity. These include city and town centers, neighborhoods close to centers and services, and along corridors with good transit service.
- Public investments in transportation need to be shifted toward increasing transportation options - making walking, cycling, and transit safer and more convenient.
- Plans for our transportation systems, at every stage, need to be focused less on ensuring motor vehicle mobility, and more on providing people with access to services and destinations.
- Our policies and how we enact them need to ensure the needs of all Oregonians, including historically marginalized populations, are met in an equitable and inclusive way.

This program will help guide communities toward these outcomes.

Questions?

Evan Manvel, evan.manvel@dlcd.oregon.gov

Cody Meyer, cody.meyer@dlcd.oregon.gov

www.oregon.gov/lcd/CL/Pages/CFEC.aspx



Courtesy Signline





Parking Reform Summary

November 16, 2022

Rules Implementing

OAR 660-012-0400 through 0450 (see also definitions in 0005 and deadlines and processes in 0012)

Who do the rules apply to, and when is action needed?

The parking reforms apply to the 48 Oregon cities in Oregon's eight metropolitan areas (Albany, Bend, Corvallis, Eugene/Springfield, Grants Pass, Portland Metro, Rogue Valley, Salem/Keizer), and counties in these areas with more than 5,000 people inside the urban growth boundary but outside city limits with urban sewer and water services (Clackamas, Marion, Washington).

Some of the rules take effect December 31, 2022; others require action by March 31, 2023 or June 30, 2023.

Why reform costly parking mandates?

Parking mandates, also known as minimum parking requirements, are a one-size-fits-all approach that ends up hiding the costs of parking in other goods, from housing to business costs to wages. That means the costs of car ownership and use are subsidized, leading people to own more cars and drive more than they would if they were aware of the true costs. Providing 300 square-feet of parking lot for each car that wants a parking spot is a significant cost – in the thousands, and often tens of thousands, of dollars.

Because of the cookie-cutter approach of mandates, parking is often over-built, adding unnecessary costs, while pushing apart buildings and making areas less walkable. That means more driving, and more pollution.

A better approach, one that has been used by communities around the world for decades, is to let the free market provide parking where there is demand. Experience shows lenders usually require sufficient off-street parking, and developers will build it, especially when the on-street parking is properly managed.

How do cities and counties amend their codes to meet the requirements in the rules?

The cleanest path to meet rules requirements is to update local zoning and development codes to meet the requirements in OAR 660-012-0405 through 0415, and repeal all parking mandates. The provisions of 0425 through 0450 do not apply to communities without parking mandates.

Many of the requirements in 0405 through 0415 may already be in city code, as some of those provisions have been required by the Transportation Planning Rules for many years.

If a community prefers to keep some mandates, the provisions in 0425 through 0450 reduce the mandates and the negative impacts of remaining mandates.

Questions?

Evan Manvel
Climate Mitigation Planner
evan.manvel@dlcd.oregon.gov
971-375-5979

Parking A – Reform Near Transit; Certain Uses by December 31, 2022

Apply to development applications submitted after December 31, 2022 (amend code or directly apply these rules)

0430 Cannot mandate more than 1 space/unit for residential developments with more than 1 unit
No mandates for small units, affordable units, child care, facilities for people with disabilities, shelters

0440 No parking mandates allowed within ¼ mile of rail stations or ½ mile of frequent transit corridors

0410 Electric Vehicle Charging **due March 31, 2023*

- New private multi-family residential or mixed-use developments install conduit to serve 40% of units

Parking B – More Reform, Choose an Approach by June 30, 2023 or alternative date

0405 Parking Regulation Improvement

- Preferential placement of carpool/vanpool parking
- Allow redevelopment of any portion of a parking lot for bike or transit uses
- Allow and encourage redevelopment of underused parking
- Allow and facilitate shared parking
- New developments with parking lots more than ¼ acre in size must install 50% tree canopy OR solar panels; requires street trees and street-like facilities along driveways
- Parking maximums in appropriate locations (in existing TPR)

0415 Provisions Specific to More Populous Cities

- Cities >25,000 in metro or >100,000 outside set certain parking maximums in specified areas
(additional provisions for 200,000+ population cities, i.e. Portland, are not listed here)

0420-0450 Three options for parking reform

Option 1 660-012-0420	Options 2 and 3 660-012-0425 through 0450	
Repeal parking mandates	Reduce parking burdens – reduced mandates based on shared parking, solar panels, EV charging, car sharing, parking space accessibility, on-street parking, garage parking. Must unbundle parking for multifamily units near frequent transit. May not require garages/carports.	
	Climate-friendly area parking – remove mandates in and near climate-friendly areas or adopt parking management policies; unbundle parking for multifamily units	
	Cities pop. 100,000+ adopt on-street parking prices for 5% of on-street parking spaces by September 30, 2023 and 10% of spaces by September 30, 2025	
No additional action needed	Option 2 enact at least three of five policies	Option 3 all of the below
	<ol style="list-style-type: none"> 1. Unbundle parking for residential units 2. Unbundle leased commercial parking 3. Flexible commute benefit for businesses with more than 50 employees 4. Tax on parking lot revenue 5. No more than ½ parking space/unit mandated for multifamily development 	<p>No mandates for a variety of specific uses, small sites, vacant buildings, studios/one bedrooms, historic buildings, LEED or Oregon Reach Code developments, etc.</p> <p>No additional parking for changes in use, redevelopments, expansions of over 30%.</p> <p>Adopt parking maximums.</p> <p>No mandates within ½ mile walking distance of Climate-Friendly Areas.</p> <p>Designate district to manage on-street residential parking.</p>

More Housing, More Business, Lower Costs, and Parking Still Supplied:

What Happens When Parking Mandates are Reduced

New Oregon standards reduce how much parking can be mandated by local governments in metro areas. Reducing one-size-fits-all, costly parking mandates isn't new. It's been done for decades around the world, and in Oregon, with significant success.



Cities that lower parking mandates have seen reduced housing costs, increased business development, and more diverse developments, with creative approaches to providing parking.

Most builders in communities without parking mandates still provide some parking with new developments. Some of them provide less than previously mandated, or provide it off-site. Others provide more than previously mandated, as their market analysis or lenders indicate that's what their customers want. This how builders currently act; for example, a student-focused development on the edge of Corvallis provided 2.7 spaces per unit, higher than mandated.

After seeing outcomes, communities instituting reforms have retained or expanded them.

There are likely already examples in your community or a nearby community without parking minimums, either in code or by variance. Many Oregon communities have no parking requirements for commercial downtown developments (for example, Hillsboro, Monmouth, Milwaukie, Forest Grove, and Stayton). Others have no or limited parking mandates in downtowns at all (Salem, Coburg, Eugene, Portland).

Here are some examples:

- **Salem** gave a variance for a new housing development, and subsequently reduced parking mandates in its downtown, along transit corridors, and for traditional missing middle housing types.
- **Eugene** saw the construction of two large parking garages as part of a residential development in its downtown, though no parking was required.
- **Oregon City** saw creative, more affordable infill housing, after waiving mandates for single-family homes.
- **Tigard** repealed parking mandates in the Tigard Triangle in 2017, and has seen healthy redevelopment levels in the area since. Builders have included off-street parking, slightly under the old requirements.
- **Madras** recently repealed parking mandates in its downtown, aiming to spur business development.
- **Minneapolis, MN** saw typical rents of studio apartments fall 17% (from \$1200 to \$1000) in buildings without parking.
- **Fargo, ND** (pop. 125,000) saw a downtown economic renaissance, with new businesses and thousands of new residents, after repealing parking mandates.
- **Buffalo, NY** (pop. 255,000) saw significant new development after repealing parking mandates, with single-use projects providing more than previous requirements, on average, and mixed-use projects providing less.
- **San Diego, CA** saw a five-fold increase in affordable housing, and an increase in market-rate housing, after adopting reforms including parking reforms. The city later cut commercial parking mandates.
- **Los Angeles, CA** saw a four-fold increase in downtown housing development, focused on redevelopment of older buildings. Units provided an average of 1.2 spaces per unit; about 40% were off-site.
- **Seattle, WA** saw builders saving \$537 million (\$30,000 per unit) over five years after reducing mandates near transit and in centers. Still, two-thirds of developments provided more parking than mandated.

More Housing, More Business, Lower Costs, and Parking Still Supplied

What Happens When Parking Mandates are Reduced Further Details *(builds on one-page summary above)*



Buffalo, New York

Buffalo adopted a “Green Code” in 2017, which included a repeal of minimum parking requirements citywide. Among the 36 major developments in the two years following passage, 47% included fewer parking spaces than previously mandated, indicating requirements may have been excessive. Mixed-use developments provided 53% fewer parking spaces than previously mandated, as developers found business models with less off-street parking.

While parking built for single-use housing projects varied significantly, the total spaces provided exceeded what would have been required by earlier mandates, meaning lenders and builders may have been wary to deviate from previous assumptions about parking demand.

In short: Buffalo developments had a more diverse parking market. Some places built just as much or more as previously required. Others had none. Others had some, but not as much, as would have been mandated.

[Full article: Minus Minimums \(tandfonline.com\)](#)

[Zoning rules change in Buffalo shows parking reform could reenergize downtowns - News Bit](#)

Fargo, North Dakota

After Fargo (pop. 125,000) repealed its downtown parking mandates, redevelopment followed. Builders built a 104-unit mixed-use development, and North Dakota State University moved its architecture and business schools downtown. Over 4,000 more students and faculty ended up living, working and studying downtown. The downtown “renaissance zone” saw a ten-fold increase in property tax dollars.

<https://www.strongtowns.org/journal/2015/11/23/robust-growth-and-development-without-mandating-parking>

Minneapolis, Minnesota

After Minneapolis reduced its parking mandates in 2015, typical rents for a new studio apartment without parking fell from \$1,200 a month to about \$1,000 a month, saving renters \$2,400 per year. That decrease is in line with [previous studies](#) noting structured parking can cost about 17% of monthly rent. New developments near transit provided roughly 30% less parking than mandates would have been required.

[People Over Parking \(planning.org\)](#)

[What Happens When You Ease Parking Requirements for New Housing — nickmagrino.com](#)

Mixed-use developments provided 53% fewer parking spaces...

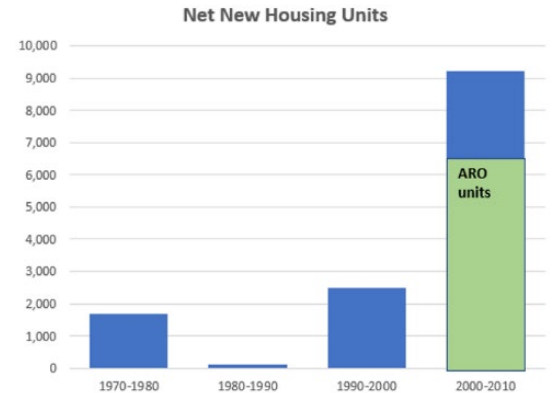
Total spaces for single-use projects exceeded what would have been previously required; but there was variation by development

Thousands more people moved downtown, leading to a ten-fold increase in property tax dollars in the area.

Typical rents for a new studio apartment without parking fell from \$1,200 a month to about \$1,000 a month

Los Angeles, California

Los Angeles removed downtown parking mandates in 1999, as part of its Adoptive Reuse Ordinance (ARO). In the previous 30 years, downtown Los Angeles added about 4,300 housing units. In the decade following the ordinance, over 9,200 housing units were added, about 70% of which relied on provisions in the ARO. One analyst argues, “the ARO created more housing in less than ten years than had been created in the previous thirty.” The ARO also provided alternative regulations on fire and earthquake standards, and allowed changes of use without variances. Because some of the



Developers revamping old commercial buildings under the ARO were particularly creative in meeting the demands for parking. In an analysis of 56 ARO building redevelopments, Professor Michael Manville found half of the parking for apartments was provided off-site. While total parking provided exceeded previous mandates (providing 1.2 spaces/unit), the relaxed mandates allowed more flexibility in location, and different amounts of parking provided among developments. Meanwhile, condo redevelopment provided 1.3 spaces per unit, well under the previous mandate of 2.0 spaces per unit, with 34% of parking off-site.

Housing development increased nearly 4-fold.

Less parking was built; though units still averaged 1.2 parking spaces/unit. Much of it was off-site.

In short, parking reform helped create thousands of new housing units, and a more nuanced approach to parking supply.

[Parking Requirements and Housing Development: Regulation and Reform in Los Angeles – ACCESS Magazine](#)

San Diego, California

In 2019, San Diego removed parking mandates in transit priority zones. This, combined with a density bonus program, led to a more than five-fold increase in affordable housing unit production. While previous years saw up to 289 affordable units built, 2020 saw 1,564 new affordable units. Market-rate housing also increased. The real costs of providing parking, and its crowding out of housing, became clear. In 2021, San Diego built on this success and reduced commercial parking mandates. <https://cal.streetsblog.org/2021/05/19/parking-requirements-are-not-a-useful-bargaining-chip-for-increasing-affordable-housing/>

The package of reforms helped lead to a five-fold increase in affordable housing unit production.

Seattle, Washington

Seattle reduced parking mandates in centers and near frequent transit in 2011. In the five years following that reform, developers built 18,000 fewer (40% less) parking spaces than previous mandates would have required while building over 60,000 housing units, saving \$537 million. On average, developers provided two parking spaces for every three units. About one in five housing developments provided no parking spaces, but two-thirds provided more than required. All but one of the 868 developments had less than two spaces per unit. High-end developments provided more parking than more affordable units. https://transfersmagazine.org/wp-content/uploads/sites/13/2020/11/Issue-6-Gabbe_finalv2.pdf

Builders saved \$537 million (\$30,000 per unit) by building fewer parking spaces. Yet two-thirds of developments provided more parking than mandated.

In Oregon

Coburg

Eager to boost development in its downtown, Coburg updated its codes in 2020 to repeal parking mandates, except for employee parking. It is too early to judge the outcomes.

Eugene

Eugene has not required off-street parking for downtown developments for several years. Despite that, a large new development at 13th and Olive included hundreds of units of 2, 3 and 4-bedroom housing (1308 bedrooms total), and two large new parking garages, as part of a business model. They're in part used for paid public parking, and monthly rentals. In the absence of mandates, hundreds of parking spots were developed.

Despite not having to build parking by mandate, one downtown builder included two parking garages with hundreds of spaces.

Tigard

In an effort to spur redevelopment, Tigard adopted a "Lean Code" in 2017 for the Tigard Triangle. That code included a removal of off-street parking mandates while adding requirements for on-street parking and public bike parking spaces. In the five years since, the City has seen significant redevelopment in the area. Builders continue to provide off-street parking, at levels slightly lower than previously required. Builders have also found creative ways to use shared parking. Unnecessary building expenses have been reduced. The city is now developing a Curbside Management Plan to ensure effective use of the curb for parking, deliveries, ride hailing, transit, and micromobility options, as use of the area intensifies.

Madras

Eager to boost development in its downtown, in 2022, the Madras City Council passed a resolution to repeal its parking mandates in the downtown core. The decision was made as part of a code update funded by Oregon's Transportation and Growth Management program. It is too early to judge the outcomes.

Portland

Portland has had limited parking mandates for quite some time, helping housing get built and providing for more infill. One oft-cited anecdote about parking is challenges finding spaces in the SE Division Street corridor. People understand that different ways. One way is parking in the neighborhood is difficult because too many people love the neighborhood and want to live there or visit. Another would note the city hasn't yet fully managed the area's parking demand with permits, pricing, signage, and other parking management techniques.

... too many people love the neighborhood and want to live there or visit.

Most of Portland also has no parking mandates but gets little attention. Attempts to build a new parking garage in Northwest Portland, near 21st and 23rd, have run into realities of the costs of doing so. Hence, Portland has worked in various ways to decrease demand for parking, such as its Transportation Wallet (providing affordable transportation choices) funded through parking permits, and on-street permit costs of \$195/year in Northwest (less for low-income people).

Oregon City

Since 2013, Oregon City has not required off-street parking for single-family detached housing and duplexes. Most new homes are still typically built with garages and driveways, due to market preferences. But in a few cases, the lack of parking mandates has allowed infill development to be constructed at a lesser cost. One creative example is [these smaller homes](#) that hit a \$325,000 sales price in the city where median home price is \$575,000.

Salem

In 2019, the City of Salem approved an application for a six-story, mixed-use downtown [development](#) for ground-floor commercial space and 148 units above. The development has 14 parking spaces in addition to secure bicycle parking. The units consist mainly of micro-housing studios, with some one and two-bedroom units. Building on the positive outcomes from that experience, and at staff recommendation, City Council passed code updates in 2020 that aimed to remove barriers to the development of multifamily housing. The code changes eliminated parking mandates for multifamily developments throughout downtown and within ¼ mile of the core transit network. Several local builders testified they would continue to build parking, as it was part of their business model.

One reduced-parking housing project led to broader reforms.

Those reforms then led to further reforms.

In 2022, the city implemented HB 2001 to allow traditional missing middle housing throughout Salem; that code change eliminated parking mandates for two, three, and four-unit developments and cottage clusters. Later in 2022, the city updated its Comprehensive Plan and associated maps and zoning code. As part of that citywide project, the city aimed to further incentivize infill housing and redevelopment near frequent transit service. It did so by eliminating parking mandates for any use in a mixed-use zone near the core transit network as long as multifamily housing was included.

Reform Communities Around the World

Scores of communities throughout the world have eliminated their parking mandates. Some of them:

Alameda, CA	Calgary, AB	Jackson, TN	Raleigh, NC
Albermarle, NC	Cambridge, MA	Kingston, ON	Raleigh, VA
Ann Arbor, MI	Canandagua, NY	Lunesurg, NS	Richmond, VA
Auburn, ME	Dover, NH	Mancelona, MI	River Rouge, MI
Bandera, TX	Dunwoody, GA	Mason City, IA	Sacramento, CA
Bastrop, TX	Ecorse, MI	Mexico City	Saranac Lake, NY
Berkeley, CA	Edmonton, AB	Minneapolis, MN	Seabrook, NH
Berlin, Germany	Fayetteville, AR	New Zealand	South Bend, IN
Boston, MA	Greensboro, NC	(metro areas)	Spartanburg, SC
Boston, MA	Hartford, CT	Norman, OK	St Paul, MN
Branson, MO	High River, AB	Ottawa, ON	Toronto, ON
Bridgeport, CT	Hudson, NY	Peoria, IL	

Questions, Corrections or Comments

Evan Manvel, Climate Mitigation Planner
(971) 375-5979, evan.manvel@dlcd.oregon.gov

DLCD

Climate-Friendly and Equitable Communities

Program Overview

Gladstone City Council – April 2023

1

Why this Program: Climate Disruption Harms Oregonians, Housing, Businesses

Climate Pollution Change (Light Duty Vehicles)

Year	Where we're headed (Trends, Plans, Investments)	Oregon's adopted vision (Statewide Transportation Strategy)
1970	0%	0%
1990	10%	10%
2010	15%	15%
2030	10%	-20%
2050	-10%	-80%

Where we're headed (Trends, Plans, Investments)

Oregon's adopted vision (Statewide Transportation Strategy)

We are here

GAP

2

Why this Program: Equity Working to Create Housing and Transportation Choices

Homeownership Rate by Household Income, 2017

Household Income	Black	White
Less than \$25,000	24.1%	30.8%
\$25,000 - \$50,000	25.9%	34.0%
\$50,000 - \$100,000	32.4%	41.8%
\$100,000 - \$150,000	35.7%	44.2%
\$150,000 or more	41.8%	48.9%

Source: 2017 American Community Survey

Intergenerational wealth mainly transfers through homes

Today: 71.9% of white households own homes
41.8% of Black households own homes

3

Program Covers Eight Regions

Communities outside these areas are not impacted

Oregon's pollution reduction targets cover these eight regions

- Portland Metro
- Salem-Keizer
- Albany Area
- Corvallis Area
- Central Lane
- Bend
- Middle Rogue
- Rogue Valley

4

The program works to

- Increase housing and employment options
- Foster vibrant downtowns and centers
- Improve transportation choices
- Promote equitable outcomes
- Build on previous work in Metro region

5



Climate-Friendly Area Zoning

In 15 communities


Zone areas to allow walkable development with a mix of residential, office, retail, services, and public uses.

- Imagine downtowns and neighborhood centers
- Choose either density/height standards or outcomes
- High-quality pedestrian, bicycle, and transit networks

In Metro, implement Region 2040 centers

6

Electric Vehicle Charging



Previous:
20% of all spaces for commercial and residential

New multifamily and multi-use development must include electrical conduit (wiring tubes) to serve 40% of parking spaces

Minimum five residential units
Charging stations, wiring, and power not required

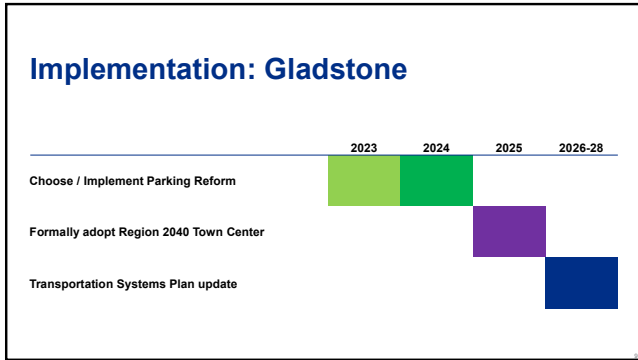
7

Transportation System Plans

- More robust planning for walking, biking, transit
- Still planning for driving, freight movement
- Multiple measures of success beyond just congestion

Guidelines, data and modeling tools being built by ODOT now

8



9

Parking Reform

- Help housing get built
- Help small businesses open and redevelop
- Improve walkability
- Improve equity

2 BEDROOM APARTMENT
900 FT²

1.5 PARKING SPACES INCLUDING AISLES
488 FT²

10

Parking Reform

- Market-determined parking near transit
- Market-determined parking for affordable housing and other equity uses
- Mandates no higher than one space/unit multifamily
- Cities choose one of three approaches for reform

No Mandated Parking ≠ No Provided Parking

Evidence shows builders tend to provide parking demanded by tenants

11

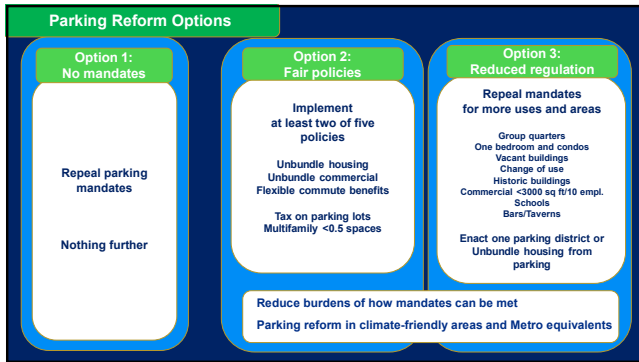
Parking Reform in Gladstone

As of January 1, 2023

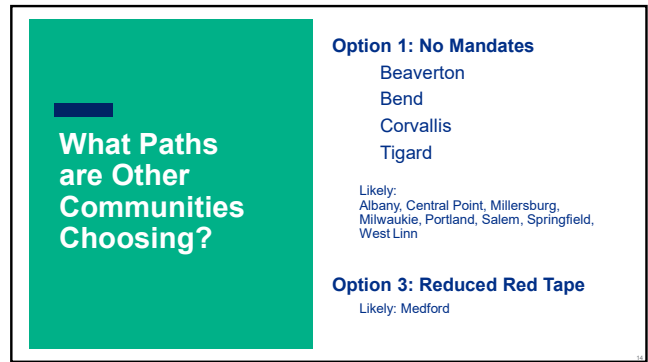
- No parking mandates in the shaded areas
- No mandates for affordable housing, public housing, units <750 sq feet
- Multifamily outside shaded area max requirement - 1 space/unit

Exhibit A
Gladstone Zoning Map
With TriMet Route 33 1/2 Mile Buffer

12



13



14

City of Gladstone Staff Report

Report Date: April 4, 2023
Meeting Date: April 11, 2023
To: Gladstone City Council
From: Jacque Betz, City Administrator

AGENDA ITEM

Presentation from Happy Valley Youth Council

BACKGROUND

One of the Gladstone City Council's adopted goals is to enhance communications and engagement with the community and increase involvement for all. Specifically they are interested in exploring a Youth Advisory Council.

Happy Valley has a robust Youth Council program and agreed to come to the City Council and present their program. The purpose of their Youth Council is "to serve the youth of the city of Happy Valley in such a manner that their lives might be joyous, fulfilling, respectful and just." We will have six youth councilors present with two supervisors.

STAFF RECOMMENDATION

There is no staff recommendation. The presentation is for informational purposes only.

Department Head
Signature

Date


City Administrator
Signature

4-5-23
Date

Youth Council Handbook

(2021/2022)



Introduction

Our Mission

The purpose of the Youth Council of the City of Happy Valley is to serve the youth of the city of Happy Valley in such a manner that their lives might be joyous, fulfilling, respectful and just. Councilors are to behave in such a way as to provide a role model of good citizenship and conduct.

In 2010, the City embarked on a mission to involve local high school students in a forum where they could exchange diverse opinions on matters of importance to their peer group in a safe and non-judgmental atmosphere. Professionally moderated, this first Youth Town Hall captured big ideas and enthusiasm, and a follow-up work session led to the groundwork of the City's first Youth Council. Student leaders from local high schools were selected to work under the guidance of city government representatives, to give teens a voice and a stake in their Happy Valley community.

This advisory board of teen advocates consists of members who must be of high school age and reside in the City of Happy Valley. Vacancies on the panel are filled by the election of new members as voted on by the sitting Youth Council. Youth Councilors collaborate on ideas and goals to enhance their community and look to the city's elected leaders - Mayor and City Council - for mentorship and assistance. Monthly council meetings are held to attend to the business of organizing Youth Council events and planning their service and participation in other community events sponsored by the City.

Ongoing community goals include drug and alcohol abuse awareness through annual *Rx Drug Turn-in Days* and an Anti-Bullying campaign with its cornerstone *Bully Block Day* event. To identify other current teen issues, they continue with the founding activity of a yearly *Youth Town Hall* where they work with other local teens to develop new ideas for projects to enhance their community. *Teen Driver Safety Event* is one more annual event that has come from the workings of the Youth Council. Here teens can experience first-hand how quickly distracted driving could have devastating consequences. Using driving simulators and impairment goggles, and hard-hitting testimonials from nurses and others affected by distracted driving, students who attend the event have their eyes opened to the realities of distracted driving.

Their motto is **PEER²** which stands for “**p**ositively influence, **p**rotect, **e**mpower, **e**nrich, **e**ncourage, **e**ngage, **r**epresent and **r**espect” the teens in their community.



(PEER)²
: positively influence, protect,
empower, enrich, encourage, engage
represent, respect



The Program

The Happy Valley Youth Council is an advisory board serving as teen advocates in their community. Youth Councilors collaborate on ideas and information and look to the City Council for mentorship and assistance. The Youth Council encourages community members to join their events and attend their monthly council meetings.

Meetings

The Youth Council's calendar runs in concurrence with the school year, from September to June. During these months, meetings are held on the 2nd Wednesday of the month. There is a work session from 6pm-7pm, followed by regular session at 7:00pm in Happy Valley City Hall Council Chamber. Frequently, additional meetings are necessary to plan events.

City Awareness

Youth Councilors commit to attending one of the following meetings in a calendar year when absent from a regular scheduled Youth Council meeting. Attendance at council and committee meetings provide our Youth Councilors a learning experience by an active mentorship with officials at various levels of government, and to jointly participate in the delivery of their services.

Happy Valley Traffic and Public Safety Meeting

Contact: Steve Campbell - Director of Community Services & Public Safety
503-783-3818

Meetings are held on the second Thursday of each month at City Hall beginning at 7:00pm.

Happy Valley City Council Meeting

Contact: Kara Kerpan - City Recorder
503-783-3826

Meetings are held on the first and third Tuesdays of each month at City Hall beginning at 7:00pm.

Happy Valley Planning Commission Meeting

Contact: Cheryl Whitehead - Planning Assistant
503-783-3812

Meetings are held on the second Tuesday of each month at City Hall beginning at 7:00pm.



The Program *continued*

Happy Valley Youth Council Events

Each year the Youth Council sets off on an end-of-summer annual retreat trip where they will become acquainted with their new councilors and set the Council's yearly goals and agendas. As youth representatives of their community, they will strive to tackle issues of importance affecting their peer group and take strides to improve the status quo through important community events.

Events may change from year to year, but past events have included:

RX Drug Turn-In Day: held annually supported by Sunrise Water and Providence.

Bully Block Day: to prevent and block inappropriate posts on social media sites.

Youth Town Hall: youth forum for local teens to share ideas & discuss peer topics

Teen Driver Safety Event: teens experience consequences of bad driving decisions through the use of driving simulators, 'impairment' goggles and hear guest speakers and demonstrations on the perils of distracted driving.

Happy Valley Community Events

During their tenure, Youth Councilors attend as many community events as they can. The following annual community events are some in which they participate.

Happy Valley Dumpster Day

2nd Saturday in June from 8:00am to 12:00pm

4th of July Family Festival

July 4th from 11:00am to 2:00pm

National Night Out

1st Tuesday in August from 5:00pm to 9:00pm

Harvest Fest

2nd Saturday in October 12 from 11am to 3pm

Tree Lighting

1st Sunday in December from 4pm to 6pm

Requirements

The Happy Valley Youth Council elects its members and councilors. Each member of the Youth Council is expected to prioritize his/her Council activities and responsibilities at the same level as their other commitments. The importance of regular meeting attendance must be stressed. Event planning requires participation from a unified Council whose members share equally in the effort and commitment level to reach established goals.



Council Expectations, Bylaws and Codes of Conduct

Codes of Conduct

A member of the Happy Valley Youth Council is to conduct oneself in such a manner that is both respectful to and conscientious of the office that one holds, knowing the potential effects of one's behavior in light of that office. Each Councilor must maintain good citizenship in their school and community and a minimum of a 3.5 GPA. This includes but is not limited to anti-bullying, no drugs and no alcohol. All Councilors must embody professionalism and respect the time and efforts of their co-councilors. Actions that are disruptive and that cause inefficiencies during meetings and events will not be tolerated. If a member fails to sufficiently fulfill this code, he/she is subject to censure and possible removal from their seat on the council, after a majority vote from the other members of the council.

A member of the Happy Valley Youth Council is to attend as many meetings as possible, including but not limited to formal meetings, informal work sessions, council events and meetings pertaining thereto. A Councilor will be subject to review by their peer Councilors if they have one (1) unexcused or three (3) excused absences. The review can lead to probation or eventual termination from the group.

Bylaws

In order to serve on the Happy Valley Youth Council, one must reside within the City of Happy Valley.

Members of the Happy Valley Youth Council may fill any of 6 roles: Member, Media Representative, Secretary, Treasurer, Vice-Chair, and Chair. The latter four may only be filled by members who are juniors or seniors in high school during their term of service.

On the Happy Valley Youth Council, a term of service in any particular role, is one session of council. A session of council is defined as the span of time between August and June. An individual is not barred from serving for more than one term of service, however he/she must be elected again the following term.

Once a Councilor has been on the Youth Council for two years, said Councilor must schedule a recommitment interview with an Advisor. Recommitment interview is a time for the council member to make a recommitment to the Council. If they choose not to be on Youth Council anymore, this is the time they can step down.

Additions to the Happy Valley Youth Council may only be made to fill an empty seat. The applicants for the open seats are interviewed by the council toward the end of the session preceding the session in which they wish to participate. Should a Councilor choose to leave the Youth Council mid-term, the remaining Councilors will use their discretion in filling the vacant seat.



City of Gladstone Staff Report

Report Date: April 4, 2023
Meeting Date: April 11, 2023
To: Gladstone City Council
From: Jacque Betz, City Administrator

AGENDA ITEM

Extending Utilities to Property Outside City Limits

BACKGROUND

Public Works received an inquiry from a property owner outside the city limits asking if the City would allow them to receive water or sewer service without annexing into the city limits. Management reviewed documents and concluded that a policy has never been established for such a request.

Attached is a memo prepared by City Attorney David Doughman that includes two policy questions we need guidance on from the City Council before we develop a policy for consideration.

STAFF RECOMMENDATION

In my experience as a City Administrator, when properties requesting city services are within the urban growth boundary (or urban growth management area), they have been required to annex into the city.

Oregon Land Use Goal 14 Urbanization is for "orderly and efficient transition from rural to urban land use... and to provide for livable communities." It encourages sustainable growth practices within a community. It is my opinion that extraterritorial extensions are not always orderly and efficient. If you want city services, you should be in the city and pay property taxes.

Department Head
Signature

Date



City Administrator
Signature

4-5-23

Date

MEMORANDUM

TO: Gladstone City Council

FROM: City Attorney's Office 

SUBJECT: Extending Utilities to Property Outside City Limits

DATE: April 5, 2023

With one exception, the city is not required to extend water or sewer service to property outside of Gladstone's city limits.¹ While state law arguably disfavors these "extraterritorial" extensions of water and sewer utilities, in most cases it is not prohibited for properties within an urban growth boundary ("UGB"). It is primarily a policy decision for the city to make. Some cities have decided they will not approve such requests. This school of thought believes if you want city services, you should be in the city and pay city taxes. That is entirely reasonable.

On the other hand, some cities will provide water or sewer services to property outside their boundaries if: (1) the property is in a UGB; (2) the law does not otherwise prohibit it; and (3) certain conditions are met. In all instances, the property owner is responsible for the costs associated with the extension of service.

This memo identifies options for the city council to consider and discuss. Depending on the direction from the council, staff and our office may return with a formal policy, which could include amendments to the municipal code. Here are some questions to guide the council:

1. Does the city council want to provide water or sewer service to property outside of the city limits?
 - a. If the answer is "no," the city would only provide those services to properties within Gladstone's city limits, subject to the exception described in footnote one.
2. If the answer is "yes," does the city council want to establish conditions or requirements that would apply to extraterritorial extensions? Examples include:
 - a. Require the property owner annex into the city in order to receive the service;
 - b. Require the property owner to enter into an annexation contract with the city;
 - c. Establish higher fees or rates for service to such properties;

¹ The state can compel a city to extend sewer service outside of its boundary to mitigate a health hazard. However, the state rarely exercises this authority.

Require Annexation

The city may require a property owner to annex into Gladstone as a condition of extending the service. Annexations are subject to state law (ORS Chapter 222). In addition, they are subject to local requirements a city may adopt, as well as Metro’s standards for those cities within Metro’s jurisdiction (Metro Code Chapter 3.09). Many fast-growing cities will adopt robust annexation criteria into their development codes. Good examples include [Hillsboro](#) and [Sandy](#). If the council wants to require annexation in exchange for utility service, we would recommend the city adopt annexation criteria into the development code.² However, because Gladstone is relatively built out at this point, the criteria would not need to be as expansive as these examples. In all cases, property to be annexed must be “contiguous” to the city limits, as Oregon appellate courts have interpreted that requirement.

Annexation Contract

Instead of requiring annexation immediately, whether for policy reasons or because the property is not “contiguous” to the city limits, state law allows cities to condition an extension of service on a property owner entering into an annexation contract. Such contracts may contain a deadline by which a property owner must annex, or state that the city may annex the property on its own accord at a time of its choosing. A contract may also specify an applicable tax rate after annexation that would be lower than a city’s maximum tax rate for a specific period of time. It may contain other terms and conditions as well. Annexation contracts must be recorded and will bind any future purchaser of the property.

Higher Rates or Fees

Instead of requiring annexation or an annexation contract, or in addition to requiring an annexation contract, the city may establish separate rates or fees for water or sewer service to properties outside the city limits. As long as such rates or fees are reasonable, a city may establish and impose higher rates on such properties. The primary justification for this would be the fact that such properties are not paying property taxes to the city and tax payers should not subsidize any portion of the cost of service to such properties. This includes costs related to system maintenance that may not be fully captured in a utility rate or fee.

We hope this memo assists the city council in discussing how the city may respond to a request for water or sewer service from a property owner outside the city limits of Gladstone.

² Oregon appellate bodies have held that annexations are land use decisions.

City of Gladstone Staff Report

Report Date: April 4, 2023
Meeting Date: April 11, 2023
To: Gladstone City Council
From: Jacque Betz, City Administrator

AGENDA ITEM

Review Gladstone City Council Rules for conformity to the Gladstone City Charter.

BACKGROUND

In November 2022, The voter of Gladstone approved a new City Charter. The City Attorney reviewed the City Council Rules, Resolution No 1129 (res.1129.councilrules_20180110122359.pdf (gladstone.or.us) and there are four areas the City Council should focus on to bring the City Council Rules into conformity with the new Charter:

1. In Section 10 of the new City Charter, it states that in every “odd-number year, the council must adopt rules to govern its *meetings*.” The rules must be made available to the public online and at City Hall. (Perhaps a review of the Robert’s Rules of Order?)
2. In order to create a sub-committee, the City Council rules should be amended first to reflect the ability to do so. Currently Section 8 of the Charter deals with the Mayor’s authority to appoint members of the council to committees made up of council members; however, those committees have to first be established in the Council rules.
3. Section 13 of the new Charter addresses voting and allows for-but does not require- the use of “preferential voting”. Preferential voting allows voters to rank the choices they have on (typically) a particular set of candidates (which we have done with appointments to Boards, Commissions, and Committees). Preferential voting could also be the vehicle used when there is an array of ways to address a particular problem/issue facing the Council.

The Charter allows for the use of preferential voting when “... more than two options are available [to address the issue/candidate selection]... in any single vote...to achieve the required majority [of votes].” If the Council wants to have this method available, the Charter says, “... [the] procedures for using preferential voting [must be] in the council rules.” Currently, the Council has not-in its rules-said anything about preferential voting and thus it is not an available option in terms of voting.

4. Section 12 of the new Charter deals with quorums, set a quorum at four members and allows for the compelling of “...attendance of absent members to create a quorum...” but also requires the method of compulsion be “...prescribed by council rules.” Currently there is nothing in the Rules to address that and thus, no way to compel attendance at council meetings. Do you want to create a method of compelling elected officials to participate?

In addition to these areas, Mayor Milch asked to also clarify the residency requirements for standing or ad hoc committees. He believes in the past we have had language that allows non-residents who, for example, own a business in the city or bring a particular expertise to serve on stakeholder committees or short-term appointed advisory boards.

OPTIONS

The City Attorney and City Administrator will guide a discussion to begin the conversations with the City Council on the options.

COST IMPACT

The City will incur costs for staff and city attorney time overseeing and facilitation of the changes.

STAFF RECOMMENDATION

If the City Council is able to come to a consensus on the areas of focus, staff will bring back a resolution to amend the City Council Rules at a future date. If the City Council needs more time to work through these areas, we will schedule a work session for follow-up.

Department Head
Signature

Date

Jacque M. Betz
City Administrator
Signature

4-5-23

Date

RESOLUTION NO. 1129

A RESOLUTION ADOPTING COUNCIL RULES FOR THE GLADSTONE CITY COUNCIL AND REPEALING PRIOR RULES

WHEREAS, the Gladstone City Charter Sections 13, 17, and 20 require the City Council to adopt rules to govern its members and proceedings;

WHEREAS, the City established a committee that had members of the public and members of the Council review and suggest changes to the existing rules;

WHEREAS, the City Council held multiple work sessions over the course of 2017 and considered changes to its existing rules;

WHEREAS, the City Council held its final work session on November 28, 2017 and directed staff to return with final rules for adoption by resolution;

WHEREAS, the City Council finds that the adoption of rules will provide clear and simple procedures for the orderly consideration of Council business and the efficient development and adoption of City policies; and

WHEREAS, the City Council finds that it is in the public interest to adopt Council Rules.

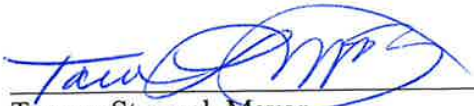
NOW, THEREFORE, the City of Gladstone Resolves as follows:

SECTION 1. The City of Gladstone adopts the Council Rules attached in Exhibit A.

SECTION 2: This resolution repeals Resolution No. 1032 which adopted the most recent version of the rules, and repeals any older version of rules governing the Council, its members and the conduct of Council business.

SECTION 3: This resolution is effective immediately upon adoption by the City Council.

ADOPTED this 9th day of January, 2018.



Tamara Stempel, Mayor

1/9/2018
Date

ATTEST:



Jami Bannick, City Recorder

01-09-2018
Date

**RESOLUTION 1129
EXHIBIT A**

**CITY OF GLADSTONE
CITY COUNCIL RULES**

A. AUTHORITY

City Charter Sections 13, 14 and 15 refer to meetings, quorum and records for Council meetings and require the Council to adopt a resolution relating to those subjects. The Council wishes to comply with the Charter and to adopt a resolution that governs the conduct of its meetings. The Council will review this resolution at least annually. Amendments will be made as necessary. The Council will have clear and simple procedures for considering agenda matters.

B. DEFINITIONS As used in this resolution, the following mean:

- City Commissions: All City commissions, boards, committees, task forces and advisory bodies.
- Council and Council members: The Mayor, the President of the Council and the Councilors.
- Councilors: The Council President and the Councilors.
- Mayor: The Mayor, or in the absence of the Mayor, the President of the Council or other Presiding Officer.

C. COUNCIL MEETINGS

1. Regular Meetings to conduct Council business will be held the second Tuesday of each month. Regular meetings will be held at City Hall Council Chambers unless another location is approved by the Council.
2. Work sessions to develop City policy will be held as the need arises. Work sessions may be held in conjunction with Council business meetings. Work session agendas will be developed by the City Administrator in consultation with the City Council. Typically, no public comment will allowed during work sessions.
3. Special meetings may be called by the Mayor or three members of the Council.
4. Emergency meetings may be called by the Mayor, three members of the Council or City Administrator with less than 24 hours' notice.
5. Executive sessions may be held as permitted by the Oregon Public Meetings Law.
6. All meetings will be held in compliance with the Oregon Public Meetings Law.
7. Minutes or their legal equivalent will be taken as provided by the Oregon Public Meetings Law.

8. Telephonic/electronic meetings may be held in compliance with the Oregon Public Meetings Law. Council members may participate and vote in Council meetings via telephone, electronically or by other means consistent with the Oregon Public Meetings Law.
9. Attendance at meetings is expected of Council members who should use their best efforts to attend all Council meetings. Excused absences from Council meetings include:
 - Death in the family
 - Illness
 - Family emergency
 - Scheduled vacation; however, Councilors are encouraged when possible to schedule vacations during scheduled Council recesses
 - Essential business duties
 - On City business
 - Other absences as excused by the Mayor and in case of the Mayor as excused by the Council President

D. AGENDA

1. The agenda headings for Council business meetings are generally as follows:
 - CALL TO ORDER
 - ROLL CALL
 - FLAG SALUTE & PLEDGE OF ALLEGIANCE
 - PUBLIC COMMENTS (on topics on non-agenda items)
 - CONSENT AGENDA
 - CORRESPONDENCE
 - REGULAR AGENDA
 - BUSINESS TO BE CARRIED FORWARD
 - BUSINESS FROM THE COUNCIL
 - ADJOURNMENT
2. The City Administrator will prepare and schedule agenda items. Council members may request that items be placed on an agenda. Council members may make agenda suggestions at any Council meeting or by communication with the City Administrator. Council members will make best efforts to reach consensus at a public meeting on agenda items and should obtain staff input before requesting an agenda item. Agendas will generally be set to allow meetings to end no later than 10:00 p.m. If the Council is still in session at 9:30 p.m., then the Council will decide whether to continue with the agenda or move items to a future agenda.
3. Items appropriate for the consent agenda are items that are deemed to be non-controversial and not likely to require separate discussion. The consent agenda is generally approved with one motion. Any Council member may ask that any item be removed from the consent agenda. Upon such request, the item in question will be moved to the new business section of the agenda.

E. COUNCIL DISCUSSIONS AND DECORUM

1. Council members will conduct themselves so as to bring credit upon the City government by acting in a non-discriminatory manner, keeping informed about matters coming before the Council and abiding by Council decisions, whether or not the member voted on the prevailing side.
2. Councilors will assist the Mayor in preserving order and decorum during Council meetings and may not, by conversation or other action, delay or interrupt the proceedings or refuse to obey rulings of the Mayor or Council rules. When addressing staff or members of the public, Council members will confine themselves to questions or issues under discussion and not engage in personal attacks or impugn the motives of any speaker.
3. The following ground rules will be observed to maintain order and decorum during Council discussions:
 - a. Council members will gather necessary information and ask questions of City staff before meetings.
 - b. Council members will have an opportunity to speak at least once on any pending motion or agenda item, and will speak for themselves and not for other Council members.
 - c. Council members will not speak on behalf of the Council, unless they have been authorized by the Council to do so.
 - d. Amendments to proposed ordinances may be appropriate, but input from the City Administrator or the City Attorney will be sought to accomplish the Council members' objectives.
 - e. Council members will be open, direct and candid in the Council forum. Members should be brief and succinct in stating their views and focus on only one issue or topic at a time.
 - f. Council members will focus on City issues and avoid becoming involved in "extra-territorial" issues.
 - g. The Mayor will recognize Councilors wishing to speak in the order of their requests. The Mayor will provide a Council member with an opportunity to speak before recognizing another Council member. Council members will not interrupt another Council member who has the floor.
 - h. Council members will not disguise statements as questions or use repetition as a way to convince others.
 - i. Council members will keep discussions moving and call for a "process check" if the Council becomes bogged down in discussions.
 - j. Council members may set and adhere to time limits on discussions.

- k. Council members will refrain from criticizing or attacking each other, City staff or other persons.
- l. If a Council member wishes to discuss a major policy issue, it will be scheduled on a future agenda and not raised during a current agenda.

4. Public Comment.

- a. The Council shall receive comments from the public:
 - 1. At the time on the agenda for public comment on items not on the agenda;
 - 2. As required for any public hearing; and
 - 3. Before the Council takes final action on any agenda item.
- b. Citizen and community group testimony forms will be available at each regular business meeting. At the time on the agenda designated for public comment, during any public hearing, and before the Council takes action on any agenda item, any member of the public desiring to address the Council must first fill out a testimony form and when recognized by the Mayor then state his or her name for the record. The Council may set time limits for comments. The Council may request that groups with similar comments choose a spokesperson to present joint remarks.
- c. During public hearings and public comment on the agenda items, all public comment must relate to the matter under discussion and addressed to the Mayor and Council.
- d. In general, Council members will not respond to comments from the public, except to ask clarifying questions. Any public requests for Council action will be referred to staff for review before being placed on a future agenda.

F. MOTIONS

1. General.

- a. Council member motions will be clearly and concisely stated. The Mayor will state the name of the Councilor who made the motion and the Councilor who made the second.
- b. The motion maker, Mayor or City Recorder should repeat the motion prior to voting as necessary to provide clarification to the Council.
- c. Most motions die if they do not receive a second. Motions for nominations, withdrawal of a motion, agenda order, roll call votes and a point of order do not require a second. .
- d. Discussion of a motion is open to all Council members who wish to address the motion. A Councilor must be recognized by the Mayor before speaking.
- e. The Mayor will ask for a voice vote for all final decisions. All Council members are expected to vote on each motion unless they are disqualified under state law from voting. A Council member who does not vote must state the basis for any conflict of interest or

other disqualification. The City Recorder will maintain a record of the votes. Any Council member may request a roll call vote on any motion. A roll call vote is always taken when the Council votes on an ordinance.

- f. At the conclusion of any vote, the Mayor will announce the results. Council members who wish to explain the reasons for their votes should do so briefly and succinctly.
2. **Withdrawal.** A motion may be withdrawn by the motion maker at any time without the consent of the Council.
3. **Tie.** A motion that receives a tie vote fails.
4. **Table.** A motion to table is not debatable and precludes all amendments or further debate. If the motion prevails, the item may be taken from the table only by adding it to a future agenda for continued discussion.
5. **Postpone.** A motion to postpone to a certain date is debatable and amendable. A motion to postpone indefinitely is a motion to reject without a direct vote and is debatable and not amendable.
6. **Call for Question.** A motion to call for the question ends debate on the item and is not debatable. Before a Council member calls for the question, each Council member wishing to speak on the item should have one opportunity to speak. A second is required for this motion. When the question is called, the Mayor will inquire whether any Council member objects. If there is an objection, the matter will be put to a vote, and it fails without a two-thirds vote. Debate may continue if the motion fails.
7. **Point of Order.** A challenge motion used to correct errors or mistakes of procedure. No vote is required and the Mayor decides the procedural point. The Mayor can confer with the City Attorney if he/she desires.
8. **Amendment.** A motion to amend may be made to a previous motion that has been seconded but not voted on. Amendments will be voted on first, then the main motion as amended (or not amended). Motions to adjourn, agenda order, table, point of order, take from table and reconsider may not be amended.
9. **Reconsideration.** When a motion has been decided, any Council member who voted with the majority may move for reconsideration. A motion for reconsideration may only be made at the meeting at which the motion on the ordinance, resolution, order or other decision was approved.

G. COUNCIL MEMBER CONDUCT

1. **Representing City.** If a Council member appears before another governmental agency, organization or media to give a statement on an issue, the Council member must state:
 - a. Whether the statement reflects personal opinion or is the official position of the City Council;

- b. If the Council member is representing the City, the Council member must support and advocate for the official City position on the issue rather than a personal viewpoint.
- c. Council members should obtain the appropriate permission before representing another Council member's view or position with the media.

2. Censure.

- a. The Council may make and enforce its own rules and ensure compliance with city and state laws applicable to governing bodies. If a Council member substantially violates these rules or state law, the Council may take action to protect Council integrity and discipline the Council member with a public reprimand.
- b. Before taking any action to publicly reprimand or censure a Council member, the Council must plainly state its concerns in writing or in an open public meeting, and the Council member must have a reasonable opportunity to respond.
- c. The Council may thereafter investigate the actions of any Council member and meet in executive session to discuss any finding that reasonable grounds exist that a substantial violation has occurred. Under ORS 192.660(1)(b), the Council member under investigation may request an open hearing.

H. CONFIDENTIALITY

1. Council members will keep all written materials provided to them on matters of confidentiality under law in complete confidence to insure the City's position is not compromised. No mention of the information read or heard should be made to anyone other than other Council members, the City Administrator, City Attorney or others as approved by City Council.
2. If the Council meets in executive session, members should attempt to provide direction or consensus to staff on proposed terms and conditions for negotiations. All contact with other parties must be left to the designated staff or representative(s) handling the negotiations or litigation. Council members may not have any contact or discussion with any other party or its representative nor communicate any executive session discussion.
3. All public statements, information or press releases relating to a confidential matter will be handled by designated staff or a designated Council member.
4. Unless required by law, no Council member may make public the discussions or information obtained in executive session. The Council may censure a member who discloses a confidential matter or otherwise violates these rules.

I. COMMUNICATION WITH STAFF

1. Council will respect the separation between policy making (Council function) and administration (City Administrator function) by:

- a. Working with the staff as a team with a spirit of mutual respect and support.
 - b. Except in a Council meeting, not attempting to influence a City employee or the City Administrator concerning personnel matters, purchasing issues, the award of contracts or the selection of consultants, the processing of development applications or granting of City licenses and permits. However, the sharing of ideas on these matters is appropriate.
 - c. Limiting individual contacts with City staff to the City Administrator, or other designated staff so as not to influence staff decisions or recommendations, interfere with their work performance, undermine the City Administrator authority or prevent the full Council from having the benefit of any information received. To this end, Council members shall not request City staff to perform significant work without the prior approval of the City Administrator, so that workloads and work plans are not adversely impacted.
 - d. Respecting roles and responsibilities of staff when and if expressing criticism in a public meeting or through public electronic mail messages.
2. All written informational material requested by Council members will be submitted by staff to the entire Council with a notation stating who requested the information. In situations where staff provides a copy of an existing document previously provided to the Council, staff will advise the entire Council rather than providing the material to each Council member.
 3. The Mayor and City Council will refer any comments or questions regarding City personnel or administration to the City Administrator. The Mayor and City Council may redirect other questions to a Council member or the City Administrator, as appropriate. .

J. MINUTES

1. Minutes will be prepared with sufficient detail to meet their intended use. Verbatim minutes are not required. The minutes of meetings of the Council will comply with provisions of ORS 192.650 by containing the following information at a minimum:
 - a. The name of Council members and staff present;
 - b. All motions, proposals, resolutions, orders, ordinances and measures proposed and their disposition;
 - c. The result of all votes, including ayes and nays and the names of the Council members who voted and justification if given;
 - d. The substance of the discussion on any matter; and
 - e. Reference to any document discussed at the meeting.
2. The Council may amend the minutes to more accurately reflect what transpired at the meeting. Upon receipt of the minutes in the Council agenda packet, Council members should read and submit any changes, additions or corrections to the City Recorder so that a corrected copy may be issued prior to the meeting for approval. Under no circumstances may the minutes be changed following approval by the Council, unless the Council authorizes such change.
3. The City Recorder or designee will make an audio recording of all meetings. The City Recorder will maintain custody of all recordings, but a Council member may obtain a copy of any

recording and the City Recorder will advise the entire Council of request. A Council member may obtain a meeting transcript or partial transcript if it can be produced with nominal staff time. If a transcript would require a significant amount of staff time, the City Recorder may only produce the transcript with Council approval unless the transcript is required to establish a written public record of an interpersonal conflict involving a member of the Council. The City Recorder is authorized to produce transcripts as required by law.

K. ADJOURNMENT

1. Upon motion and majority vote of the Council members present, any meeting of the Council may be continued or adjourned from day to day or for more than one day. No adjournment may be for a period longer than until the next regular meeting.
2. Upon the request of a Council member, a short recess may be taken during a Council meeting.
3. A motion to adjourn will be in order at any time except as follows:
 - a. When made as an interruption of a member while speaking; or
 - b. While a vote is being taken.

L. BIAS AND DISQUALIFICATION

1. Any proponent, opponent or other party interested in a quasi-judicial matter to be heard by the Council may challenge the qualification of any Council member to participate in such hearing and decision. Any challenge must state any fact(s) relied upon by the party relating to a Council member's bias, pre-judgment, personal interest or other factor from which the party has concluded the Council member should not participate and may not make an impartial decision. Such challenges must be made prior to the commencement of the public hearing. The Mayor will give the challenged member an opportunity to respond. A motion to accept the challenge will be accepted and voted upon by the Council minus the challenged member. Such challenges and the Council's decision will be incorporated into the record of the hearing.
2. In quasi-judicial matters, each Council member must disclose participation in a prior decision or action on the matter that is before the Council. Common examples include when a Planning Commission member is elected or appointed to the City Council or when a Council member testifies at a Planning Commission meeting. The Council member must state whether the member can participate in the hearing with no regard for the prior decision made. If the Council member is unable to be impartial, the member has a duty not to participate in proceedings and to leave the Council table.
3. If the Council believes the member is actually biased, it may disqualify the member by majority vote from participating in a decision on the matter. A Council member who has been disqualified from participating in a decision may participate in the proceeding as a private citizen.
4. Generally, conflicts of interest arise in situations where a Council member, as a public official deliberating in a quasi-judicial proceeding, has an actual or potential financial interest in the matter before the Council. Under state law:

A: an actual conflict of interest is defined as one that would be to the private financial benefit or detriment of the Council member a relative or a business with which the Council member or a relative is associated.

B. A potential conflict of interest is one that could be to the private financial benefit or detriment of the Council member, a relative or a business with which the Council member or a relative is associated.

A “relative” means the spouse, children, siblings or parents of the public official or public official’s spouse. A Council member must publicly announce potential and actual conflicts of interest and, in the case of an actual conflict of interest, must refrain from participating in debate on the issue or from voting on the issue.

M. EX PARTE CONTACTS AND DISQUALIFICATION

1. For quasi-judicial hearings, Council members should refrain from having *ex parte* contacts relating to any issue of the hearing. *Ex parte* contacts are those contacts by a party on a fact in issue under circumstances that do not involve all parties to the proceeding. *Ex parte* contacts may be either oral statements when other interested parties are not present or written information that other interested parties do not receive.
2. If a Council member has *ex parte* contact prior to a hearing, the member must reveal the contact at the meeting and before the hearing. The Council member must describe the substance of the contact and the Mayor will announce the right of interested persons to rebut the substance of the communication. The Council member also will state whether such contact affects their impartiality or ability to vote in the matter. The Council member must state whether he or she will participate or abstain.
3. For quasi-judicial hearings, a Council member who was absent during the presentation of evidence may not participate in any deliberations or decision regarding the matter, unless the Council member reviews all the evidence and testimony received.

N. OREGON GOVERNMENT ETHICS COMMISSION REQUIREMENTS AND REPORTING

1. Council members must review and observe the requirements of the State Ethics Law (ORS 244.010 to ORS 244.390) dealing with use of public office for private financial gain.
2. Council members must give public notice of any conflict of interest or potential conflict of interest and the notice will be reported in the meeting minutes. In addition to matters of financial interest, Council members will maintain the highest standards of ethical conduct and assure fair and equal treatment of all persons, claims and transactions coming before the Council.
3. In accordance with state law, it is each Council member’s responsibility to file all required statements of economic interest with the Oregon Government Ethics Commission.

O. OREGON PUBLIC RECORDS LAW

1. Right to Inspect. The written record of public business is available, with some important exceptions, to any person. Under ORS 192.420, “every person” has a right to inspect any non-exempt public record.
2. Public Body. The Public Records Law applies to any public body in the state which includes the Council.
3. Records Covered. The definition of “public records” and the ORS 192.420 policy statement make it clear that the records law applies to all government records of any kind. The definition of “public record” includes “any information” prepared, owned, used or retained by a city, relating to an activity, transaction or function of the city, or necessary to satisfy fiscal, legal, administrative or historical policies, requirements or needs of the city. Public records are no longer limited to “documents” and need not be prepared by the city. Records prepared outside government “owned, used or retained” by the city, are within the scope of the records law. This includes e-mails relating to city business sent to and from any Council member whether those e-mails were sent from a Council member’s private account or city e-mail account.
4. Exemptions. The records law is primarily a *disclosure* law not a confidentiality law. Exemptions are limited in nature and scope because state policy favors public access to government records. When the city denies a records inspection request, it has the burden of proving that the record information is exempt from disclosure and this determination should be made by the City Attorney.
5. Retention. State laws and regulations govern the retention and destruction of public records. There is no set amount of time that a public record should be retained; the content of the document will determine the retention schedule. For example, an e-mail sent to or from a Council member does not have a set retention schedule; it will depend on the content of the document and then conferral with the City Recorder and City Attorney to determine how long it should be retained. Council members are advised to consult with the City Recorder and City Attorney before destroying public records.

P. LEGAL ADVICE

Requests to the City Attorney for advice requiring legal research may not be made by a Council member without the concurrence of the Council. Before requesting research or other action by the City Attorney, the Council members are encouraged to consider consulting with the City Administrator to determine if the request or action can be accomplished more cost-effectively. Outside a Council meeting, a Council member should make requests of the City Attorney through the City Administrator. Exceptions to this are issues related to the performance of the City Administrator and unique or sensitive personal, yet City business-related, requests.

Q. ROBERT’S RULES

Robert’s Rules of Order Newly Revised Eleventh Edition will be used as the guideline for conduct of Council meetings, except where these Rules specifically apply.

R. COMMISSIONS, BOARDS, COMMITTEES, ORGANIZATIONS & MEDIA

1. Citizen Appointment and Removal.

- a. When a vacancy occurs on City commissions, boards and committees, the City will post notice of the vacancy and accept applications. After a review of the applications received, the Mayor and City Council will, by majority vote, appoint individuals to vacant positions.
- b. When creating an ad hoc committee or a vacancy occurs on an ad hoc committee, City staff and Council will make recommendations to the Mayor who will then appoint the chosen individuals with the consent of the Council by a majority vote at a Council meeting.
- c. Council members will encourage broad participation on City commissions, boards and committees.
- d. A citizen may not serve on more than two City commissions, boards or committees simultaneously, in order to encourage the broadest possible citizen involvement. Any citizen serving on two City commissions, boards or committees may not be chairperson of both simultaneously. This limitation does not apply to service on the City Budget Committee.
- e. Members of a board, committee, or commission serve at the pleasure of the City Council and, except as may be limited or prohibited by law, may be removed at any time and for any reason by a majority vote of the City Council. Members of a board, committee or commission who are absent from more than three (3) regular meetings in a calendar year are considered to have resigned from the board, committee or commission.

2. Council Member Participation.

- a. Council members will encourage citizen participation in City commissions, boards and committees.
- b. Council members may and are encouraged to attend meetings so long as a quorum of the Council is not present.
- c. Council shall: (1) be mindful of their role as individual Council members and not representing the full Council unless specifically authorized to do so, and (2) facilitate full discussion and participation by the regular members of the body.
- d. Council members should limit their attendance at and participation in meetings at which quasi-judicial public hearings are conducted on matters that are appealable to Council, so as to avoid challenges for bias as set forth in Section L of these rules.

S. CITY ADMINISTRATOR EVALUATION

1. Criteria. The standards, criteria and policy directives used in the evaluation of the City Administrator will be adopted at a regular Council meeting in accordance with state law.
2. Process.

- a. Evaluation sessions will be scheduled in accordance with the City Administrator's decision on whether to hold the evaluation in open or executive session.
 - b. In February, or in accordance with the current City Administrator contract, Council members and staff designated by Council, if any, will review the elements in the evaluation forms and will provide completed evaluations to the City Recorder by March 1. The City Recorder will forward all sealed envelopes containing evaluations to the City Attorney who will tabulate the results of the evaluation forms.
 - c. At the first meeting in March, or in accordance with the current City Administrator contract, the Mayor and Council will meet in executive session to discuss their assessment of the City Administrator's performance and to decide what message will be delivered to the City Administrator. This is also the time, if necessary, to draft the criteria and goals for the upcoming year to discuss with the City Administrator.
 - d. At this or a subsequent meeting, the Council will then meet with the City Administrator in an evaluation session. Council summary comments and individual Council member comments will be made. The City Administrator will have an opportunity to respond to all comments. The effect of the evaluation on the City Administrator's employment contract will be discussed. Sufficient time will be allotted for the evaluation discussion with the City Administrator.
 - e. Compensation may not be discussed in executive session. The Council may convene with the City Administrator in open session to review any final performance evaluation and discuss compensation. Any final summary of the evaluation process shall be prepared by the City Attorney and the Mayor.
3. Contract. The City Attorney and Mayor or other designated member of the City Council will prepare any employment contract amendments to the City Administrator's contract. Contracts normally will be approved as a consent agenda item at the next regular Council meeting. The evaluation process should be concluded by the end of May each calendar year, although the formal consideration of any contract amendment may occur in the following year.

T. COUNCIL EXPENSES

1. Reimbursement. The Council will follow the same rules and procedures for reimbursement as City employees, as established by City policy. Councilor expenditures for other than routine expenses (e.g., conference registration and travel are examples of non-routine expenses) require advance Mayor approval. Unless requested otherwise, the City Recorder will coordinate travel accommodations for Councilors.
2. Budget. The Council will review and discuss its proposed annual budget as coordinated by the Mayor and President of the Council and as presented by City staff during a public meeting.

**2022
GLADSTONE
CITY
CHARTER**

Section 1. Title.

This charter may be referred to as the 2022 Gladstone City Charter, which must be made available to the public online and at City Hall.

Section 2. Name.

The City of Gladstone, Oregon, continues as a municipal corporation with the name City of Gladstone.

Section 3. Boundaries.

The city includes all territory within its boundaries as they now exist or are legally modified. The city will maintain as a public record an accurate and current description of the city boundaries.

CHAPTER II

POWERS

Section 4. Powers.

The city has all powers that the constitutions, statutes and common law of the United States and Oregon expressly or impliedly grant or allow the city, as fully as though this charter specifically enumerated each of those powers.

Section 5. Construction.

The charter will be liberally construed so that the city may exercise fully all powers possible under this charter and under United States and Oregon law.

Section 6. Distribution.

The Oregon Constitution reserves initiative and referendum powers as to all municipal legislation to city voters. This charter vests all other city powers in the council except as the charter otherwise provides. The council has legislative, administrative and quasi-judicial authority. The council exercises legislative authority by ordinance, administrative authority by resolution, and quasi-judicial authority by order. The council may not delegate its authority to adopt ordinances.

CHAPTER III

COUNCIL

Section 7. Council.

The council consists of a mayor and six councilors. The council appoints members of commissions, boards and committees that are established by ordinance or resolution. Such appointments must be made in a manner prescribed by council rules.

Section 8. Mayor.

The mayor presides over and facilitates council meetings, preserves order, enforces council rules, and determines the order of business under council rules. The mayor is a voting member of the council and has no veto authority. The mayor appoints members of council committees

established by council rules. Unless the council or this charter provides otherwise, the mayor must sign all records of council decisions. The mayor serves as the political head of the city government.

Section 9. Council President.

At its first meeting each year, the council must elect a president from its membership. The president presides in the absence of the mayor and acts as mayor when the mayor is unable to perform duties or when a vacancy in the office of mayor occurs.

Section 10. Rules.

In every odd-numbered year, the council must adopt rules to govern its meetings. The rules must be made available to the public online and at City Hall.

Section 11. Meetings.

The council must meet at least once a month at a time and place designated by its rules, and may meet at other times in accordance with council rules.

Section 12. Quorum.

A quorum of the council is required to conduct business, but a smaller number may meet and compel attendance of absent members to create a quorum as prescribed by council rules. Four members of the council are a quorum.

Section 13. Vote Required.

The express approval of a majority of a quorum of the council is necessary for any council decision, except when this charter requires approval by a majority of the council. If more than two options are available to the council in any single vote, the council may use preferential voting to achieve the required majority. The council must prescribe procedures for using preferential voting in the council rules.

Section 14. Record.

A record of council meetings must be kept in a manner prescribed by the council rules.

CHAPTER IV

LEGISLATIVE AUTHORITY

Section 15. Ordinances.

The council will exercise its legislative authority by adopting ordinances. The enacting clause for all ordinances must state "The City of Gladstone ordains as follows:"

Section 16. Ordinance Adoption.

(a) Except as authorized by subsection (b), adoption of an ordinance requires approval by a majority of the council at two meetings.

(b) The council may adopt an ordinance at a single meeting by the unanimous approval of at least a quorum of the council, provided the proposed ordinance is available in writing to the public at least one week before the meeting.

(c) Any substantive amendment to a proposed ordinance must be read aloud or made available in writing to the public before the council adopts the ordinance at that meeting.

(d) After the adoption of an ordinance, the vote of each member must be entered into the council minutes.

(e) After adoption of an ordinance, the designated city custodian of records must endorse it with the date of adoption and the custodian's name and title.

Section 17. Effective Date of Ordinances.

Ordinances take effect 30 days after adoption, or on a later day provided in the ordinance. An ordinance may take effect as soon as adopted or on another date less than 30 days after adoption if it contains an emergency clause.

CHAPTER V

ADMINISTRATIVE AUTHORITY

Section 18. Resolutions.

The council will normally exercise its administrative authority by approving resolutions. The approving clause for resolutions may state "The City of Gladstone resolves as follows:".

Section 19. Resolution Approval.

(a) Approval of a resolution or any other council administrative decision requires approval by the council at one meeting.

(b) Any substantive amendment to a resolution must be read aloud or made available in writing to the public before the council adopts the resolution at that meeting.

(c) After approval of a resolution or other administrative decision, the vote of each member must be entered into the council minutes.

(d) After approval of a resolution, the designated city custodian of records must endorse it with the date of approval and the custodian's name and title.

Section 20. Effective Date of Resolutions.

Resolutions and other administrative decisions take effect on the date of approval, or on a later day provided in the resolution.

CHAPTER VI

QUASI-JUDICIAL AUTHORITY

Section 21. Orders.

The council will normally exercise its quasi-judicial authority by approving orders. The approving clause for orders may state "The City of Gladstone orders as follows:".

Section 22. Order Approval.

(a) Approval of an order or any other council quasi-judicial decision requires approval by the council at one meeting.

(b) Any substantive amendment to an order must be read aloud or made available in writing to the public at the meeting before the council adopts the order.

(c) After approval of an order or other council quasi-judicial decision, the vote of each member must be entered in the council minutes.

(d) After approval of an order, the designated city custodian of records must endorse it with the date of approval and the custodian's name and title.

Section 23. Effective Date of Orders.

Orders and other quasi-judicial decisions take effect on the date of final approval, or on a later day provided in the order.

CHAPTER VII

ELECTIONS

Section 24. Councilors.

(a) Councilors are elected from the city at large, provided that each council position bears a number from one through six, and all candidates for council must be nominated for a specific council position. Candidates for council must designate on their nomination petition the number of the council position to which they seek election. No candidate may run for more than one council position at an election.

(b) The term of a councilor in office when this charter takes effect is the term for which the councilor was elected. Council position numbers 1, 3 and 5 will be elected at the general election in 2022 and every four years thereafter for a four year term. Council positions 2, 4 and 6 will be elected at the general election in 2024 and every four years thereafter for a four year term.

Section 25. Mayor.

The Mayor is nominated and elected from the city at large. The mayor will be elected at the general election in 2022 and at every other general election thereafter for a four-year term. The term of the mayor in office when this charter takes effect continues until the first council meeting in January 2023 at which time the mayor elected at the general election in 2022 will assume office.

Section 26. State Law.

City elections must conform to state law except as this charter or ordinances provide otherwise. All elections for city offices must be nonpartisan.

Section 27. Qualifications.

(a) The mayor and each councilor must be a qualified elector under state law, reside within the city for at least one year immediately before election or appointment to office and remain a resident of the city during their entire term of office.

(b) No person may be a candidate at a single election for more than one city office.

(c) Neither the mayor nor a councilor may be employed by the city.

(d) The council is the final judge of the election and qualifications of its members based upon this charter.

Section 28. Nominations.

The council must adopt an ordinance prescribing the manner for a person to be nominated to run for mayor or a city council position, provided that any such ordinance must require that all nominating petitions be signed by at least 25 city electors.

Section 29. Terms.

The term of an officer elected at a general election begins at the first council meeting of the year immediately after the election, and continues until the successor qualifies and assumes the office.

Section 30. Oath.

The mayor and each councilor must swear or affirm to faithfully perform the duties of the office and support the constitutions and laws of the United States, Oregon and the City of Gladstone.

Section 31. Vacancies:

The mayor or a council office becomes vacant:

(a) Upon the incumbent's:

- (1) Death,
- (2) Adjudicated incompetence, or
- (3) Recall from the office.

(b) Upon declaration by the council after the incumbent's:

- (1) Failure to qualify for the office within 10 days of the time the term of office is to begin,
- (2) Absence from the city for 45 days without council consent,
- (3) Absence from all council meetings within a 60-day period without council consent,
- (4) Ceasing to reside in the city,
- (5) Ceasing to be a qualified elector under state law,
- (6) Conviction of a public offense punishable by loss of liberty,
- (7) Conviction of the offense of unlawful destruction of public records; or
- (8) Resignation from the office.

Section 32. Filling Vacancies.

A mayor or councilor vacancy will be filled as follows:

(a) If less than seventeen months remains in the term of the person who held that vacant office, the vacancy must be filled by appointment by a majority vote of the remaining council members. The appointee will serve the remainder of the unexpired term.

(b) If seventeen or more months remain in the term of the person who held that vacant office, the vacancy will be filled at the next available November election. The person elected will serve the remainder of the unexpired term. A majority of the remaining council members must fill the vacancy by appointment for an interim period until a special election may be held to fill the remainder of the unexpired term.

(c) If a disability prevents a council member from attending council meetings or a member is absent from the city, a majority of the council may appoint a councilor pro tem.

CHAPTER VIII

APPOINTIVE OFFICERS

Section 33. City Administrator.

(a) The City Administrator shall be the administrative head of the government of the city.

(b) The City Administrator shall be appointed for an indefinite term and may be removed at the pleasure of the council.

(c) The powers and duties of the City Administrator shall be those set forth by the council.

Section 34. City Attorney.

The office of city attorney is established as the chief legal officer of the city government. A majority of the council must appoint and may remove the attorney. The city attorney must be a member in good standing of the Oregon State Bar. The attorney must appoint and supervise, and may remove any employees of the office of the city attorney.

Section 35. Municipal Court and Judge.

(a) A majority of the council may appoint and remove a municipal judge. The municipal judge must be a member in good standing of the Oregon State Bar. The municipal judge will hold court in the city at such place as the council directs. The court will be known as the Municipal Court.

(b) All proceedings of this court will conform to state laws governing justices of the peace and justice courts.

(c) All areas within the city and areas outside the city as permitted by state law are within the territorial jurisdiction of the court.

(d) The municipal court has jurisdiction over every offense created by city ordinance. The court may enforce forfeitures and other penalties created by such ordinances. The court also has jurisdiction under state law unless limited by city ordinance.

(e) The municipal judge may:

- (1) Render judgments and impose sanctions on persons and property;
 - (2) Order the arrest of anyone accused of an offense against the city;
 - (3) Commit to jail or admit to bail anyone accused of a city offense;
 - (4) Issue and compel obedience to subpoenas;
 - (5) Compel witnesses to appear and testify and jurors to serve for trials before the court;
 - (6) Penalize contempt of court;
 - (7) Issue processes necessary to enforce judgments and orders of the court;
 - (8) Issue search warrants; and
 - (9) Perform other judicial and quasi-judicial functions assigned by ordinance.
- (f) The council may appoint and may remove municipal judges pro tem. Municipal judges pro tem must be members in good standing of the Oregon State Bar.
- (g) The council may transfer some or all of the functions of the municipal court to an appropriate state court.

CHAPTER IX

PERSONNEL

Section 36. Compensation.

The council must authorize the compensation of city officers and employees as part of its approval of the annual city budget.

Section 37. Merit Systems.

The council, by resolution and after consultation with the city administrator and city attorney, will determine the rules governing recruitment, selection, promotion, transfer, demotion, suspension, layoff, and dismissal of city employees based on merit and fitness.

CHAPTER X

MISCELLANEOUS PROVISIONS

Section 40. Debt.

(a) City indebtedness may not exceed debt limits imposed by state law. A charter amendment is not required to authorize city indebtedness.

(b) The City may not incur any debt to finance a public improvement unless such debt is approved by a majority of voters at a regular or special election. For the purposes of this section:

- (1) the term "debt" does not include short term borrowing obligations that mature within thirteen months of issuance such as credit agreements; lines of credit; or the issuance of

notes, warrants, promissory notes, commercial papers or other similar obligations;

(2) the term “public improvement” means a project for construction, reconstruction, or major renovation of real property by or on behalf of the city. A public improvement does not include improvements for which no city funds are directly or indirectly used except for participation that is incidental or related primarily to project design or inspection; or to emergency work, minor alteration or ordinary repair or maintenance that is necessary to preserve an existing public improvement.

Section 41. Construction of Public Buildings.

Unless approved by a majority of voters in a regularly scheduled election set forth in ORS 221.230, or special election, no public building will be constructed by or for the City if such construction will require the actual or reasonably projected expenditure of \$1,000,000, or more, from existing City funds or current or future City revenues, including those of any of its departments, service districts or agencies. In calculating whether the project will involve the actual or reasonably projected expenditure of \$1,000,000 or more, the calculation must include the fair market value of any real estate to be utilized or committed to the project, based on current market appraisal performed by a certified real estate appraiser.

Section 42. Voter Approval of Park Changes.

(a) Voter approval is required for sale or lease of any City-owned park property or portion thereof. Such approval shall consist of a majority of votes cast at a regularly scheduled election in favor of the sale or lease of any City-owned park. Each proposed sale or lease submitted for voter approval shall consist of a single specified property and will include the following information: an address, tax lot number, property name, or combination thereof sufficient to clearly identify the property by location and park designation.

(b) Voter approval is required prior to removing a “park” designation from City-owned real property. Such approval shall consist of a majority of votes cast at a regularly scheduled election in favor of removing a “park” designation from City-owned real property.

(c) For purposes of this section, “park” means all City-owned properties within Gladstone that are: (1) located in a zoning district where the following uses are allowed outright, conditionally, or as an accessory use: “park,” “open space,” “green space,” “wildlife habitat,” “natural area,” or “wetland”; or (2) designated as such in documents accepted or adopted by the Gladstone City Council or authorized City official. Such documents include but are not limited to resolutions, ordinances, master plans, zoning maps, comprehensive plan maps, and intergovernmental agreements.

Section 43. Ordinance Continuation.

All ordinances consistent with this charter in force when it takes effect remain in effect until amended or repealed.

Section 44. Repeal.

All charter provisions adopted before this charter takes effect are repealed.

Section 45. Severability.

The terms of this charter are severable. If any provision is held invalid by a court, the invalidity does not affect any other part of the charter.

Section 46. Amendments and Revisions.

No amendment, revision or repeal of this Charter may take effect unless approved by City voters. Either the council by a majority vote or City voters by an initiative petition may refer an amendment of this Charter to the City voters. Only the Council, by a majority vote, may refer a revision or repeal of this Charter to the City voters.

Section 47. Charter Review Committee.

A charter review committee must be convened in 2030 and at least once every eight years thereafter to review and recommend, if necessary, updates to this charter. The council establishes membership of and makes appointments to the charter review committee, provided that every charter review committee member must be a resident of the city and each committee must contain at least two members who are not elected or appointed city officials.

Section 48. Time of Effect.

This charter takes effect January 15, 2022.

¹Note: The Charter was approved at the general election held November 2, 2021.

**BUSINESS
CARRIED
FORWARD**

COUNCIL LIAISON APPOINTMENTS

UPDATED FEBRUARY 2023

DEPARTMENT	PRIMARY LIAISON	RESERVE LIAISON
REGIONAL COMMITTEES C4- 1 st Thur. at 6:45 pm, Sewer (WES)- 2 nd Thurs. at 6:00 pm Metro- 4 th Thursday of the month 11:30 am-1:00 pm	Mayor Michael Milch <i>with Jacque Betz</i>	Councilor Mindy Garlington
BUSINESS & CIVIC Community Festival Outreach Welcome New Business Regional Economic Development Chamber of Commerce Clackamas County Tourism Business Alliance	<i>With Jacque Betz</i>	
SENIOR CENTER 3 rd Tuesday of the month at 3:30 pm	Councilor Vanessa Huckaby <i>With Tiffany Kirkpatrick</i>	
PARKS and RECREATION 2 nd Monday of the month at 6:30 pm	Councilor Veronica Reichle <i>With Darren Caniparoli</i>	
TRAFFIC SAFETY 4 th Monday every other month at 6:30 pm	Councilor Vanessa Huckaby <i>With Police Chief Schmerber</i>	
CLACKAMAS COUNTY LIBRARY BOARD (Gladstone and Oak Lodge Libraries) 3 rd Thursday of the month at 5:30 pm	Councilor Mindy Garlington <i>With Jacque Betz</i>	Councilor Greg Alexander
North Clackamas County Water Commission (NCCWC) Quarterly meetings beginning Jan.	Councilor Luke Roberts <i>With Darren Caniparoli</i>	
PLANNING COMMISSION 3 rd Tuesday of the month at 6:30 pm	Mayor Michael Milch	
BUDGET AUDIT	None necessary due to limited meetings/budget committee consists of all Council meetings	
CLACKAMAS COUNTY RESEARCH JUSTICE STUDY	Councilor Vanessa Huckaby <i>With Jacque Betz</i>	
SCHOOL DISTRICT BOARD 2 nd Wednesday of the month at 6:00 pm	Mayor Michael Milch <i>With Jacque Betz</i>	Councilor Luke Roberts
JOINT FIRE SERVICES OVERSIGHT COMMITTEE Quarterly at 4:00 pm	Councilor Greg Alexander <i>With Jacque Betz</i>	Councilor Mindy Garlington

*Does not preclude any City Council member from being involved in areas when they have an interest.

**For those department/boards without a liaison, if an issue arises, please reach out to Jacque Betz and Mayor Milch, who will appoint someone from City Council specifically for that issue.