



**GLADSTONE CITY COUNCIL MEETING
CIVIC CENTER COUNCIL CHAMBERS
June 13, 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/89108394751?pwd=MS9aOEdrVVBXdkhiMlFtQlh0eU4vZz09>

Passcode: 799852

Or One tap mobile :

+17207072699,,89108394751#,,,,*799852# US (Denver); +12532050468,,89108394751#,,,,*799852# US

Or Telephone:

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

+1 720 707 2699 US (Denver); +1 253 205 0468 US; +1 253 215 8782 US (Tacoma)

Webinar ID: 891 0839 4751

Passcode: 799852

If members of the public would like to comment on an agenda item (either virtually or in person) please email your comments to bannick@ci.gladstone.or.us prior to 12:00 p.m. (noon) on June 13, 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 June 13, 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 May 9, 2023 Regular Minutes
2. Approval of April Bank Balances
3. Budget Report for Period ending 04-30-2023
4. Approval of April Check Register
5. Legal Costs on Projects for April
6. Department Head Monthly Reports for May 2023
7. Consider Approval of a Public Improvement Contract to Blackline, Inc. in the amount of \$121,206.03 to complete the 2023 Pavement Management Program Slurry Seal Project

8. Approval of an Intergovernmental Agreement (IGA) with Clackamas County Related to the Clackamas County Regional Advanced Transportation Controller (ATC) and Signal Optimization Project
9. Approval of Authorizing the City Administrator to Approve an Art Easement for a Mural Project with a Private Property Owner

CORRESPONDENCE: None

10. **REPORT – CLACKAMAS FIRE DISTRICT #1 UPDATE** – Lt. Dustin Mauck/Assistant Fire Chief Brian Stewart

11. **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:

12. **GLADSTONE COMMUNITY FESTIVAL AGREEMENT**

Consider approval of the Gladstone Community Festival Agreement for August 4-5, 2023

13. **RESOLUTION 1215 – AUTHORIZING THE RENAMING OF THE GLADSTONE SENIOR CENTER TO GLADSTONE COMMUNITY CENTER – THE SPIRIT OF GENERATIONS**

Consider approval of Resolution 1215 – authorizing the renaming of the Gladstone Senior Center to the Gladstone Community Center – The Spirit of Generations

14. **PUBLIC HEARING - RESOLUTION 1216 – DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUE SHARING**

Consider approval of Resolution 1216 – declaring the City's election to receive State Revenue Sharing

15. **RESOLUTION 1217 – CERTIFICATION OF PROVISION OF FOUR OR MORE SERVICES TO QUALIFY FOR STATE SHARED REVENUES FOR FISCAL YEAR (FY) 2023-2025**

Consider approval of Resolution 1217 – certifying the provision of four or more services for State Shared Revenues FY 2023-2025

16. **PUBLIC HEARING – RESOLUTION 1218 – ADOPTING THE CITY OF GLADSTONE BIENNIUM BUDGET, SETTING THE TAX RATE AND CATEGORIZE THE TAXES FOR FISCAL YEAR (FY) 2023-2025**

Consider approving Resolution 1218 – adopting the City of Gladstone Biennium Budget, and setting the tax rate and categorize the tax rate for the FY 2023-2025 (approved budget attached separately)

ADJOURN TO GLADSTONE URBAN RENEWAL AGENCY MEETING

17. **APPROVAL OF MAY 9, 2023 URBAN RENEWAL AGENCY MINUTES**

18. **PUBLIC HEARING – RESOLUTION UR-72 – ADOPTING THE 2023-2025 GLADSTONE URBAN RENEWAL AGENCY BIENNIUM BUDGET AND DECLARATION OF TAX INCREMENT FOR THE 2023-25 TAX YEARS**

Consider approving Resolution UR-72 – adopting the 2023-2025 Gladstone Urban Renewal Agency Biennium Budget and declaration of tax increment for the 2023-25 tax years. (approved budget attached separately)

ADJOURN

RECONVENE TO REGULAR CITY COUNCIL MEETING

BUSINESS CARRIED FORWARD

BUSINESS FROM THE AUDIENCE

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

- Introduction of Alex Lopez, Deputy District Director to Congresswoman Lori Chavez-DeRemer.

BUSINESS FROM THE COUNCIL –

ADJOURN

Upcoming Meeting Dates:

- June 27, 2023 – City Council Work Session Meeting – 5:30 p.m.
- July 11, 2023 – Regular City Council Meeting – 6:30 p.m.

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

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



CONSENT AGENDA

GLADSTONE CITY COUNCIL MEETING MINUTES OF MAY 9, 2023

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

ROLL CALL:

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

ABSENT: None

STAFF:

Jacque Betz, City Administrator; John Schmerber, Police Chief; Cathy Brucker, Finance Consultant; Chad Jacobs, City Attorney; 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. 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. He said that public announcements will be at the beginning of each meeting and public comments will still be at the end.

He acknowledged the Clackamas, Chinook, and Kalapuya native peoples on whose ancestral homelands they gather tonight. We honor them as a vibrant, foundational, and an integral part of our community. We recognize their accomplishments as the native stewards of these lands, as well as the diverse and vibrant native communities who make their home here today. We thank those who have connection to this land and serve as stewards, working to ensure our ecosystem stays balanced and healthy. He said without a full representation of everyone's experience we will never be able to design and develop a better future.

AGENDA ADDITIONS OR CORRECTIONS:

Ms. Betz wanted everyone to know the City received an additional application for the Senior Center Advisory Board from Maria Mitchell for, so the City now has received two applications for the vacancy.

CONSENT AGENDA:

1. Approval of April 11, 2023 Regular Meeting Minutes
2. Approval of March Bank Balances
3. Budget Report for Period ending 3-31-2023
4. Approval of March Check Register
5. Department Head Monthly Reports for April 2023

Councilor Huckaby asked to pull item #1. She said on page 1-9 of the minutes, in the second paragraph, it says that she had done a ride along with Officer Orr – she did not state that. She had congratulated/encouraged Councilor Roberts about his ride along.

Councilor Alexander made a motion to approve items #2 - #5 of the Consent Agenda. Motion was seconded by Councilor Huckaby. Ms. Bannick took a roll call vote: Councilor Garlington – yes. Councilor Roberts – yes. Councilor Cook – yes. Councilor Reichle – yes. Councilor Alexander – yes. Councilor Huckaby – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

Councilor Huckaby made a motion to approve item #1 of the Consent Agenda as amended. Motion was seconded by Councilor Alexander. Ms. Bannick took a roll call vote: Councilor Garlington – yes. Councilor Roberts – yes. Councilor Cook – yes. Councilor Alexander – yes. Councilor Huckaby – yes. Councilor Reichle – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

CORRESPONDENCE:

None.

6. REPORT FROM CLACKAMAS FIRE DISTRICT #1:

Assistant Fire Chief Brian Stewart and Captain Craig Bowen gave a report. Captain Bowen said the fire station attended the Easter Egg Hunt at the High School. The new sign was installed at the fire station today and it looks great. City workers Dan and Joel have been assisting at the station, preparing for an open house. He said any of the Councilors are welcome to come for a ride along with the Fire Department.

Clackamas Fire District #1 has been seeing a slight increase in calls for service. Engine 322 ran 123 calls this month, 106 of those were in the City of Gladstone.

Assistant Chief Stewart said the crews enjoyed the community events, including some open houses. They celebrated Telecommunicators Month in April. It takes a unique individual to do their job and they do a fantastic job. They also offer ride alongs.

They brought on their 20-person hand crew – their seasonal crew that is out there mitigating old wildfire issues and they are prepared to respond to new wildfires as they come up. They were instrumental during last September’s fire at McIver State Park.

Crews were out doing structural triage training, as well as getting vehicles/apparatus set for the season. Last year they applied for and received a grant for \$35,000 from the State to do some up-staffing with existing personnel during wildfire season – they have applied for that again.

They received a grant award from the State for an engine. They expect to get a Type 6 engine in the next 12 – 18 months. It’s a small brush truck type engine. They will be housing it for the State and staffing it as needed. He gave examples on how/where this could be used.

They are getting ready to provide service for Sandy on July 1st.

Councilor Cook asked, since they are expanding their influence pretty widely and quickly, if they anticipate any economies of scale, changes, or improvements to service or resources. Assistant Chief Stewart said what you see with most of their customers is an increase in service. He said they are a customer of other agencies as well – they outsource dispatch and other component pieces that they can do at an economy of scale that they can’t do internally. He used Gladstone’s situation as an example. He went over Sandy’s situation.

Councilor Roberts thanked them for their preventative maintenance out in the community - seeing what they do on social media, such as water safety.

Councilor Huckaby asked how the apprenticeship program was going. They just finished the selection process – candidates are going through the background check and pre-employment physical. They had over 400 applicants – that got narrowed down to 26 finalists. They made 9 job offers through the apprenticeship program itself, and if the levy passes this month, there will be additional positions offered for their next academy, which is in June.

7. INTRODUCTION OF COMMUNITY SERVICE OFFICER:

Chief Schmerber introduced Samantha, “Sammy”, Unda. She finished first in both hiring phases. They are excited to have her on their team. He gave some background information and work history. She is a certified Child Passenger Safety Technician (CPST) through the National Highway Safety Administration. She has three more weeks to go in her training program.

Councilor Cook is excited that Officer Unda is a CPST. There have been a lot of community members asking about where they can find support making sure that they have a safe way to transport their kids around. Officer Unda said CPST's are there to educate people regarding the use of car seats and how to install them properly. Chief Schmerber said they are moving the workdays to Tuesday through Saturday so they can attend community events on weekends. He said she will be at the Shredding Event/Drug Take-Back Event this Saturday (between 10:00 A.M. and 2:00 P.M.) in the parking lot of the Civic Center – he invited everyone to attend.

8. GLADSTONE CITY EVENT ANNOUNCEMENTS:

Bob Everett, representing Gladstone/Oak Lodge Rotary Club, thanked the Councilors and staff members for the great job they do. He is excited to see the flowers along Portland Avenue that are coming tomorrow.

He said the next bingo game is on May 19th. Tickets are available starting at 4:30, doors open at 4:50, and bingo will start at 5:30. They've had great attendance. This month they will be supporting the Rivers East Adventure, which helps seniors. They have started a sponsorship program.

The Community Festival is scheduled for August 4th and 5th. They can always use more vendors. The car show will be on Sunday. The parade liaison will be Tracy Todd. Information is available online.

Mayor Milch said the kick-off event of the Waterway Clean-Up Series, sponsored by Clackamas Water Environmental Services, is next Thursday, May 18th, from 9:00 A.M. to 11:00 A.M. at Meldrum Bar Park. They need volunteers to help preserve this 85-acre park, over 30 percent of which is made up of natural vegetation and wetlands. Additional information is available on the City's website.

REGULAR AGENDA

9. INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF LAKE OSWEGO AND THE CITY OF GLADSTONE FOR WARRANT CONFIRMATION:

Ms. Betz said this is an agreement that the City has been committed to for the last several years, however, because they have five new elected officials, this will give Chief Schmerber an opportunity to talk about the partnership. Chief Schmerber gave some background information/history relevant to the IGA. It was originally started in 2020. The City entered into this agreement because the Clackamas County Sheriff's Office had confirmed Municipal Court warrants for Gladstone in the past, but due to financial reductions they no longer did this in 2020. The only other option was Lake Oswego/LOCOM. They have the staffing to provide the service. They entered into a one-year agreement in 2020 – it was successful and they showed that they can accomplish this task. They renewed the IGA in 2021. Now, in 2023, he is bringing it back before the Council for an additional two-year extension. He gave an example of how the system works.

Councilor Alexander made a motion that the City Council approve the renewal of an Intergovernmental Agency Agreement (IGA) between the City of Gladstone and the City of Lake Oswego for Police Department warrant service confirmation. Motion was seconded by Councilor Roberts and Reichle. Ms. Bannick took a roll call vote: Councilor Cook – yes. Councilor Reichle – yes. Councilor Alexander – yes. Councilor Huckaby – yes. Councilor Garlington – yes. Councilor Roberts – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

10. LETTER OF ENDORSEMENT TO METRO FOR REGIONAL TRANSPORTATION PLAN PROJECTS 2024 -2027 (PORTLAND AVENUE IMPROVEMENTS AND TROLLEY TRAIL BRIDGE):

Ms. Betz said they have two high profile/highly expensive projects that Gladstone has been working on for multiple years. One of them is going through the process of replacing the Trolley Trail bridge

and the other is to do Portland Avenue improvements that were based off the 2017 Downtown Revitalization Plan. In order for those projects to be considered for federal or state funding they have to be on what's known as Metro's Regional Transportation Plan. They are asking the Council to endorse the letter they would send to Metro recognizing that these projects are still important to the City of Gladstone. They do not have funding for them currently, but this would allow us the opportunity to pursue funding to move these projects through the planning and environmental phase.

Councilor Roberts made a motion that the City Council approve the letter of endorsement to Metro for the 2023 Regional Transportation Plan Projects. Motion was seconded by Councilor Huckaby. Ms. Bannick took a roll call vote: Councilor Alexander – yes. Councilor Reichle – yes. Councilor Cook – yes. Councilor Roberts – yes. Councilor Garlington – yes. Councilor Huckaby – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

11. APPOINTMENTS TO THE GLADSTONE PARKS AND RECREATION ADVISORY BOARD, SENIOR CENTER ADVISORY BOARD, AND TRAFFIC SAFETY ADVISORY BOARD:

Ms. Betz went over the process they have done in previous meetings.

Parks and Recreation Advisory Board – one vacant term that expires at the end of 2023. They have one applicant – Justus Mills.

Ms. Bannick took a vote: Councilor Garlington – yes. Councilor Roberts – yes. Councilor Cook – yes. Councilor Reichle – yes. Councilor Alexander – yes. Councilor Huckaby – yes. Mayor Milch – yes. Justus Mills was appointed with a unanimous vote.

Senior Center Advisory Board – one vacant term that expires at the end of 2023. They have two applicants (Ann Moses and Maria Mitchell).

Ms. Bannick took a vote: Councilor Huckaby – Mitchell. Councilor Alexander – Mitchell. Councilor Reichle – Mitchell. Councilor Cook – Mitchell. Councilor Roberts – Mitchell. Councilor Garlington – Mitchell. Mayor Milch – Mitchell. Maria Mitchell was appointed with a unanimous vote.

Traffic Safety Advisory Board – one vacant term that expires at the end of 2023. They have two applicants (Clair Coy and John Kihlstrum).

Ms. Bannick took a vote: Councilor Cook – Kihlstrum. Councilor Roberts – Coy. Councilor Garlington – Coy. Councilor Huckaby – Kihlstrum. Councilor Alexander – Coy. Councilor Reichle – Kihlstrum. Mayor Milch – Kihlstrum. John Kihlstrum is appointed (4-3).

ADJOURN TO GLADSTONE URBAN RENEWAL AGENCY MEETING

RECONVENE TO REGULAR CITY COUNCIL MEETING

14. DISCUSSION OF STATEMENT OF ECONOMIC INTEREST (SEI):

Mayor Milch said that persons in a position of public trust; judges, attorneys, elected officials, have a two-fold ethical responsibility. First, to avoid impropriety and second, to avoid the appearance of impropriety. The reason for the first is obvious; officials are sworn to uphold the law, but the second is equally important as the appearance of impropriety by a public official can do far-reaching damage to the public's trust of their elected leaders. In September of 2021, when the Gladstone City Council was proactively working on issues of trust and accountability he recommended they schedule a public disclosure of personal economic interests that might influence their policy decisions. When he was elected as Mayor last fall he chose to follow his own advice. In January he placed this item on the agenda. He couldn't have known then that public officials in the Supreme Court and Oregon State

government would be front page news for alleged ethical violations, but he is glad that the issue is front and center in the minds of citizens. He is happy to report that all sixteen of the Gladstone officials who are required to file a Statement of Economic Interest (7 City Councilors, 7 Planning Commissioners, the City Administrator, and the City's Municipal Judge) have complied with that requirement by the April 15th deadline. The City Councilors will have an opportunity tonight to elaborate on their SEI reports.

He said the SEI reports ask basically three kinds of information: businesses with which you are affiliated, sources of income within your household, property that you own outside of your own residence, and any gifts you have received that might exceed the limits that are imposed on those.

He said he and his wife were both retired when they moved to Gladstone. His wife receives a small pension from her service as a nurse for Kaiser. He takes some distributions from IRA's that he accumulated during his working years. They also have a third member of their household – they assumed guardianship of a teenager who was living in an untenable housing situation, and he works at a local fast-food restaurant. He doesn't believe there is any conflict there. The only property they own in Gladstone is their residence.

Councilor Huckaby said she works for Cambia, the parent company for Blue Cross/Blue Shield and Four State Footprint, which is Oregon, Washington, Idaho, and Utah. She has two children who live with her – their income does not meet the threshold of her annual income, so it's not reported.

Councilor Alexander said he is the only breadwinner in his family and that comes from a Veteran's disability compensation. He is involved with two organizations – one is The Haven Group (to get affordable housing for low-income people), and he has a lifestyle website (exchange ideas, recipes, and diets).

Councilor Reichle said she works for Providence Health and Services and that is her only income. She lives with her son.

Councilor Cook said they are the breadwinner for their household. They have regular W-2 employment through Whole Foods Market. They own a small pop-up book shop, Spoke And Word Books. They have a home occupancy license through the City of Gladstone. They operate the business out of the basement. They are not currently drawing any income from that business. They have met with Ms. Betz to understand their obligations related to recusing themselves if business ever came before the Council that could potentially conflict with interest in their personal business. They don't have any property ownership outside of their home.

Councilor Roberts said he is not the breadwinner in his home, and he does not own property within Gladstone. He has a secondary occupation working for Clackamas County, but there is no conflict there.

Councilor Garlington said she works for/with her sisters. Her husband works at the shipyards. Her daughter is in her 22nd year of military service, and as an active military participant her family is entitled to a home address in the State of Oregon, and that is why they have extra people listed at her address on the voter's list.

BUSINESS CARRIED FORWARD:

Ms. Betz said they are very close to breaking ground on the new library. She notified the Council that the Board of Commissioners is going to finalize the contract on May 17th at 10:30 A.M. If that goes through as expected they could potentially start as early as June. She thanked the Council for approving the resolution on the demolition costs.

BUSINESS FROM THE AUDIENCE:

Anneliese Kiefer lives in the little bit of unincorporated Clackamas County that was discussed at the last meeting. She said it sounded like the Council wasn't familiar with septic systems and/or the amount that it costs to hook up in Gladstone, which is \$14,000 as opposed to Portland, which is approximately \$8,500. Gladstone does not offer any sort of payment plan if you're low-income, as opposed to Portland, which offers long-term, low payment loans. In her case there were issues with easements. She said this is a unique time where everyone in the four properties is cooperating.

BUSINESS FROM THE COUNCIL:

Councilor Garlington:

She said there's a lot of stuff happening in Gladstone. She urged everyone to go onto the City's website to check out volunteer opportunities, etc., and get involved. She said it's a great way to meet people and be a part of your community. She said the SOLV clean-up is going to be a big event – she has seen it posted in several places.

Councilor Roberts:

He said he is looking forward to going on a tour of the Oak Lodge Water Services facility tomorrow, along with Councilor Alexander and Ms. Betz. He will report back.

Councilor Cook:

They are excited to note that the City is extending the deadline to hire our Economic Development and Tourism coordinator. This role is currently posted, and the City will be taking applications through 5/19/23. They are excited to see the City get this position in place to be able to support execution of the Downtown Revitalization Plan and to see the City further its goals towards economic revitalization and supporting our vibrant downtown.

Councilor Reichle:

She said she wasn't able to attend the Parks Board meeting last night. She said Public Works is in the process of meeting with Willamette River Keepers to work out events for removal of invasive species.

Councilor Alexander:

He agreed with Councilor Roberts – they are going to have a good time tomorrow.

He attended a dinner at the City of Happy Valley where they got to talk with Mayors and Councilors from other cities – he enjoyed that. There is another one coming up and he encouraged other Councilors to attend.

He feels that Gladstone is moving ahead very nicely, and a lot of good things are getting done.

Councilor Huckaby:

She said that May is Asian-American and Pacific Islander Heritage month. AAPI month was first celebrated in 1978. It is a time to celebrate the history, culture, and contributions of the AAPI communities in the United States, also to honor the struggles and achievements of the AAPI community and to recognize the diversity and richness of AAPI communities.

May is also National Mental Health Awareness month. This is to recognize and increase the awareness of the importance of mental health and wellness in all of our lives, and also to celebrate recovery from mental illness. If you or someone you know is struggling or in crisis, help is always available by calling or texting 988 or you can log on and access a chat feature at [988lifeline.org](https://www.988lifeline.org).

On May 5th, it was MMIW Day – Missing and Murdered Indigenous Women and Girls. This day is to bring awareness for the MMIW cause and the fight against the injustice that's happening to native women and their families. She urged everyone to visit our own Representative Vanessa Hartman's social media to view

the brave address she gave on the House floor this past week, recognizing MMIW Day. This can be found on her Instagram page at Vanessafororegon.

Mayor Milch:

He continues to represent the City of Gladstone on C-4, the Clackamas County Coordinating Committee. They have focused a lot of attention the past several months on tolling, and because of action by the Legislature and the Governor and influence of citizens, they have a moratorium on tolling in Oregon now. There was a bill proposed that would have established a task force composed of a variety of interests and stakeholders, including the trucking industry, Metro, local officials, etc., that would have spent some time looking at the issue and trying to reach more equitable solutions. He is glad they had strong representation from Clackamas County legislators to convince people across party lines/geographical lines in the state that the proposed method of tolling freeways was neither equitable nor financially appropriate.

He said they spent a lot of time looking at economic development as one of the big goals for our county and the communities in our county. Many other cities are working on downtown revitalization. They are concerned about transportation as a means of encouraging people to come to the city, enabling people in the city to work locally, to work elsewhere, so it's a good group of mayors, councilors, and County-level officials who talk about these regional issues that effect all of us. They work cooperatively and listen to one another.

He attended the tree planting that was held at the Nature Park in honor of former Mayor Wade Byers, who served the City as Mayor for 36 years. He is the second former Mayor to have a tree planted in his honor. This time the focus was on his current service, which is as a board member of the Clackamas Educational Service District, which provides educational services, especially Special Ed, to school districts in Clackamas County.

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 7:49 P.M.

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

ATTEST:

Michael Milch, Mayor

Tami Bannick, City Recorder

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	\$ 27,944,303.62	\$ 27,021,990.44		
LGIP - Urban Renewal Agency #4650	3,026,631.40	3,044,090.09	3,046,134.87	3,063,034.68		
Checking Accounts:						
General Fund	263,332.98	173,516.25	207,235.93	110,066.38		
Urban Renewal	64,161.30	34,204.82	34,204.96	34,205.10		
Municipal Court	31,584.02	28,643.23	42,541.28	61,942.84		
Totals	\$ 30,488,781.76	\$ 30,722,018.47	\$ 31,274,420.66	\$ 30,291,239.44	\$ -	\$ -



City of Gladstone

Budget Report

Account Summary

For Fiscal: 2022-2023 Period Ending: 04/30/2023

Revenue	Original Total Budget	Current Total Budget	2021-2022 Activity	April Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 100 - GENERAL FUND								
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL								
RptType: 3000 - BEG FUND BAL								
<u>100-000-309999</u> BEGINNING FUND BALANCE	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								
<u>100-000-310010</u> CURRENT YEAR TAXES	9,300,726.00	9,300,726.00	4,583,300.53	30,649.35	4,611,904.34	9,195,204.87	-105,521.13	98.87 %
<u>100-000-310050</u> PRIOR YEAR TAXES	90,000.00	90,000.00	38,392.58	2,522.31	46,294.10	84,686.68	-5,313.32	94.10 %
<u>100-000-314045</u> TRANSIENT LODGING TAX	250,000.00	250,000.00	161,568.24	34,364.83	133,066.09	294,634.33	44,634.33	117.85 %
RptType: 3100 - LOCAL TAXES Total:	9,640,726.00	9,640,726.00	4,783,261.35	67,536.49	4,791,264.53	9,574,525.88	-66,200.12	99.31 %
RptType: 3110 - STATE SHARED TAXES								
<u>100-000-310170</u> STATE REVENUE SHARING	260,000.00	260,000.00	145,537.67	0.00	84,625.12	230,162.79	-29,837.21	88.52 %
<u>100-000-311010</u> ALCOHOL TAX REVENUE	451,282.00	451,282.00	225,061.16	17,026.09	160,603.95	385,665.11	-65,616.89	85.46 %
<u>100-000-311015</u> MARIJUANA TAX	55,221.00	55,221.00	43,376.05	0.00	21,617.40	64,993.45	9,772.45	117.70 %
<u>100-000-311020</u> CIGARETTE TAX REVENUE	17,800.00	17,800.00	9,896.18	610.70	6,792.78	16,688.96	-1,111.04	93.76 %
RptType: 3110 - STATE SHARED TAXES Total:	784,303.00	784,303.00	423,871.06	17,636.79	273,639.25	697,510.31	-86,792.69	88.93 %
RptType: 3120 - RIGHT OF WAY FEES								
<u>100-000-312010</u> GLADSTONE DISPOSAL FRANCHISE FEE	250,000.00	250,000.00	121,293.22	33,650.86	98,763.79	220,057.01	-29,942.99	88.02 %
<u>100-000-312025</u> PGE FRANCHISE FEES	800,000.00	800,000.00	434,901.64	0.00	462,355.76	897,257.40	97,257.40	112.16 %
<u>100-000-312030</u> NW NATURAL GAS FRANCHISE FEE	227,000.00	227,000.00	129,677.43	0.00	59,258.81	188,936.24	-38,063.76	83.23 %
<u>100-000-312040</u> COMCAST CABLE TV FRANCHISE FE	276,000.00	276,000.00	145,973.30	0.00	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	33,650.86	690,733.69	1,522,579.28	-30,420.72	98.04 %
RptType: 3130 - LICENSES AND PERMITS								
<u>100-000-313010</u> BUSINESS LICENSE FEES	135,000.00	135,000.00	80,280.00	1,560.00	88,935.00	169,215.00	34,215.00	125.34 %
<u>100-000-313015</u> LIQUOR LICENSE RENEWALS	1,500.00	1,500.00	805.00	75.00	745.00	1,550.00	50.00	103.33 %
<u>100-000-313020</u> ALARM PERMITS	13,000.00	13,000.00	9,515.00	625.00	9,175.00	18,690.00	5,690.00	143.77 %
<u>100-000-313025</u> PARKING PERMITS	500,000.00	500,000.00	115,012.00	4,370.00	66,845.00	181,857.00	-318,143.00	36.37 %
RptType: 3130 - LICENSES AND PERMITS Total:	649,500.00	649,500.00	205,612.00	6,630.00	165,700.00	371,312.00	-278,188.00	57.17 %
RptType: 3140 - CHARGES FOR SERVICES								
<u>100-000-314010</u> RECREATION FEES	4,000.00	4,000.00	7,127.28	9,100.00	10,754.79	17,882.07	13,882.07	447.05 %
<u>100-000-314015</u> SENIOR CENTER BUILDING RENTAL FEES	7,500.00	7,500.00	2,295.00	492.50	3,916.25	6,211.25	-1,288.75	82.82 %
<u>100-000-314020</u> PLANNING APPLICATION FEES	35,000.00	35,000.00	32,757.20	0.00	23,184.00	55,941.20	20,941.20	159.83 %
<u>100-000-314025</u> SOCIAL SERVICES CONTRACT	80,000.00	80,000.00	46,613.46	2,646.63	32,399.52	79,012.98	-987.02	98.77 %

	Original Total Budget	Current Total Budget	2021-2022 Activity	April Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
<u>100-000-314030</u> LIEN SEARCH FEES	8,000.00	8,000.00	6,560.55	210.00	3,540.00	10,100.55	2,100.55	126.26 %
RptType: 3140 - CHARGES FOR SERVICES Total:	134,500.00	134,500.00	95,353.49	12,449.13	73,794.56	169,148.05	34,648.05	125.76 %
<u>100-000-314110</u> PARK SDC FEES	0.00	0.00	0.00	0.00	4,454.72	4,454.72	4,454.72	0.00 %
<u>100-000-314111</u> SDC REIMBURSEMENT FEE	0.00	0.00	0.00	0.00	7,731.63	7,731.63	7,731.63	0.00 %
RptType: 3141 - SDC Total:	0.00	0.00	0.00	0.00	12,186.35	12,186.35	12,186.35	0.00 %
RptType: 3150 - GRANTS								
<u>100-000-315030</u> POLICE GRANTS	0.00	91,000.00	53,030.01	1,581.20	8,816.36	61,846.37	-29,153.63	67.96 %
<u>100-000-315040</u> FIRE GRANTS	50,000.00	50,000.00	200.00	0.00	0.00	200.00	-49,800.00	0.40 %
<u>100-000-315055</u> MARINE BOARD MAINTENANCE GRANT	10,800.00	10,800.00	0.00	0.00	0.00	0.00	-10,800.00	0.00 %
<u>100-000-315065</u> WES/GOOD NEIGHBOR GRANT	100,000.00	100,000.00	52,500.00	0.00	52,500.00	105,000.00	5,000.00	105.00 %
<u>100-000-315080</u> OTHER GRANTS	62,685.00	137,685.00	167,240.72	0.00	42,968.50	210,209.22	72,524.22	152.67 %
RptType: 3150 - GRANTS Total:	223,485.00	389,485.00	272,970.73	1,581.20	104,284.86	377,255.59	-12,229.41	96.86 %
RptType: 3160 - DEBT SERVICE PROCEEDS								
<u>100-000-381000</u> OFS-DEBT PROCEEDS	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> COURT FINES & FORFEITURES	705,000.00	705,000.00	334,115.89	20,470.82	254,931.68	589,047.57	-115,952.43	83.55 %
RptType: 3260 - FINES AND FORFEITURES Total:	705,000.00	705,000.00	334,115.89	20,470.82	254,931.68	589,047.57	-115,952.43	83.55 %
RptType: 3301 - INTEREST								
<u>100-000-330100</u> INTEREST	195,000.00	195,000.00	116,621.80	82,466.09	576,708.44	693,330.24	498,330.24	355.55 %
RptType: 3301 - INTEREST Total:	195,000.00	195,000.00	116,621.80	82,466.09	576,708.44	693,330.24	498,330.24	355.55 %
RptType: 3600 - MISCELLANEOUS								
<u>100-000-360000</u> ALL OTHER GF RECEIPTS	71,813.00	71,813.00	-3,665.78	580.29	22,263.59	18,597.81	-53,215.19	25.90 %
<u>100-000-360100</u> NAT'L OPIOID SETTLEMENT FUNDS	0.00	0.00	0.00	0.00	44,517.55	44,517.55	44,517.55	0.00 %
<u>100-000-361016</u> FIRST RESPONDER SUPPLIES REIMB	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> SENIOR CENTER MISC. INCOME	0.00	0.00	0.00	46.00	2,750.08	2,750.08	2,750.08	0.00 %
<u>100-000-362212</u> TRAM TRIPS	10,000.00	10,000.00	5,133.55	1,077.25	8,150.37	13,283.92	3,283.92	132.84 %
<u>100-000-362213</u> MEAL DONATIONS	19,000.00	19,000.00	18,518.38	1,294.55	21,693.40	40,211.78	21,211.78	211.64 %
RptType: 3600 - MISCELLANEOUS Total:	110,813.00	110,813.00	30,207.40	2,998.09	99,374.99	129,582.39	18,769.39	116.94 %
RptType: 3700 - OTHER								
<u>100-000-371000</u> SALE OF SURPLUS EQUIP/PROPERTY	30,000.00	30,000.00	21,902.15	0.00	43,798.44	65,700.59	35,700.59	219.00 %
RptType: 3700 - OTHER Total:	30,000.00	30,000.00	21,902.15	0.00	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	245,419.47	7,086,416.79	19,202,178.25	-4,840,148.75	79.87 %
Department: 910 - TRANSFER IN								
RptType: 3990 - TRANSFERS IN								
<u>100-910-399205</u> TRANSFER IN FROM STREET FUND	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> TRANSFER IN FROM POLICE LEVY	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> TRANSFER IN FROM FIRE LEVY	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	April Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
<u>100-910-399390</u>	490,814.00	490,814.00	245,403.57	0.00	245,369.93	490,773.50	-40.50	99.99 %
<u>100-910-399730</u>	288,604.00	288,604.00	94,264.00	0.00	106,923.50	201,187.50	-87,416.50	69.71 %
<u>100-910-399740</u>	388,096.00	388,096.00	142,686.00	0.00	132,458.00	275,144.00	-112,952.00	70.90 %
<u>100-910-399750</u>	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	765,270.57	1,570,249.14	-492,066.86	76.14 %
Department: 910 - TRANSFER IN Total:	2,062,316.00	2,062,316.00	804,978.57	0.00	765,270.57	1,570,249.14	-492,066.86	76.14 %
Revenue Total:	25,938,643.00	26,104,643.00	12,920,740.03	245,419.47	7,851,687.36	20,772,427.39	-5,332,215.61	79.57 %
Expense								
Department: 121 - ADMIN								
RptCategory: 40 - PERSONNEL SERVICES								
<u>100-121-431010</u>	366,948.00	366,948.00	177,666.38	18,427.12	166,621.09	344,287.47	22,660.53	93.82 %
<u>100-121-431020</u>	278,663.00	278,663.00	91,596.00	8,178.00	81,780.00	173,376.00	105,287.00	62.22 %
<u>100-121-431030</u>	110,412.00	110,412.00	0.00	0.00	0.00	0.00	110,412.00	0.00 %
<u>100-121-431070</u>	134,971.00	134,971.00	68,436.00	6,109.00	61,090.00	129,526.00	5,445.00	95.97 %
<u>100-121-431500</u>	166,217.00	166,217.00	83,456.28	7,114.20	71,285.22	154,741.50	11,475.50	93.10 %
<u>100-121-450500</u>	9,942.00	9,942.00	4,544.28	714.35	6,675.35	11,219.63	-1,277.63	112.85 %
<u>100-121-470000</u>	619,601.00	619,601.00	229,363.10	20,846.84	197,771.44	427,134.54	192,466.46	68.94 %
RptCategory: 40 - PERSONNEL SERVICES Total:	1,686,754.00	1,686,754.00	655,062.04	61,389.51	585,223.10	1,240,285.14	446,468.86	73.53 %
RptCategory: 50 - MATERIAL AND SERVICES								
<u>100-121-500110</u>	293,507.00	293,507.00	262,317.62	24,363.75	171,280.00	433,597.62	-140,090.62	147.73 %
<u>100-121-500120</u>	82,000.00	82,000.00	39,315.00	0.00	39,610.00	78,925.00	3,075.00	96.25 %
<u>100-121-500130</u>	200,000.00	200,000.00	103,300.80	8,749.86	84,091.80	187,392.60	12,607.40	93.70 %
<u>100-121-500490</u>	25,000.00	25,000.00	1,489.72	853.66	19,121.58	20,611.30	4,388.70	82.45 %
<u>100-121-500491</u>	47,000.00	47,000.00	2,000.00	0.00	2,500.00	4,500.00	42,500.00	9.57 %
<u>100-121-500492</u>	160,000.00	160,000.00	54,288.86	11,972.60	63,062.42	117,351.28	42,648.72	73.34 %
<u>100-121-510020</u>	292,294.00	292,294.00	60,805.30	10,198.00	47,061.46	107,866.76	184,427.24	36.90 %
<u>100-121-510021</u>	78,086.00	78,086.00	25,629.38	15,950.00	57,281.82	82,911.20	-4,825.20	106.18 %
<u>100-121-520120</u>	8,250.00	8,250.00	4,678.50	0.00	3,135.85	7,814.35	435.65	94.72 %
<u>100-121-520320</u>	500.00	500.00	63.86	0.00	7.99	71.85	428.15	14.37 %
<u>100-121-520400</u>	37,000.00	37,000.00	9,384.81	2,046.15	12,618.14	22,002.95	14,997.05	59.47 %
<u>100-121-520450</u>	80,000.00	80,000.00	40,277.76	3,376.70	32,961.19	73,238.95	6,761.05	91.55 %
<u>100-121-530000</u>	395,000.00	395,000.00	209,636.02	1,000.00	169,255.90	378,891.92	16,108.08	95.92 %
<u>100-121-530200</u>	5,000.00	5,000.00	502.23	42.75	427.50	929.73	4,070.27	18.59 %
<u>100-121-540110</u>	5,000.00	5,000.00	2,473.96	0.00	1,280.70	3,754.66	1,245.34	75.09 %
<u>100-121-540120</u>	26,000.00	26,000.00	6,710.32	2,249.00	5,393.72	12,104.04	13,895.96	46.55 %
<u>100-121-540200</u>	60,000.00	60,000.00	12,098.12	0.00	10,577.16	22,675.28	37,324.72	37.79 %
<u>100-121-540220</u>	45,000.00	45,000.00	3,199.65	0.00	7,055.76	10,255.41	34,744.59	22.79 %
<u>100-121-540230</u>	2,000.00	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0.00 %
<u>100-121-542000</u>	15,000.00	15,000.00	3,239.72	78.50	4,328.35	7,568.07	7,431.93	50.45 %
<u>100-121-560100</u>	28,000.00	28,000.00	0.00	0.00	0.00	0.00	28,000.00	0.00 %

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	Original Total Budget	Current Total Budget	2021-2022 Activity	April Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
TELEPHONES	0.00	0.00	8,006.83	620.89	6,412.49	14,419.32	-14,419.32	0.00 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	1,884,637.00	1,884,637.00	849,418.46	81,501.86	737,463.83	1,586,882.29	297,754.71	84.20 %
Department: 121 - ADMIN Total:	3,571,391.00	3,571,391.00	1,504,480.50	142,891.37	1,322,686.93	2,827,167.43	744,223.57	79.16 %
Department: 122 - INFORMATION TECHNOLOGY								
RptCategory: 40 - PERSONNEL SERVICES								
100-122-432010 IT MANAGER	219,612.00	219,612.00	110,894.00	9,467.00	94,670.00	205,564.00	14,048.00	93.60 %
100-122-470000 ASSOCIATED PAYROLL COSTS	110,882.00	110,882.00	54,741.28	4,669.96	46,482.71	101,223.99	9,658.01	91.29 %
RptCategory: 40 - PERSONNEL SERVICES Total:	330,494.00	330,494.00	165,635.28	14,136.96	141,152.71	306,787.99	23,706.01	92.83 %
RptCategory: 50 - MATERIAL AND SERVICES								
100-122-500110 CONTRACTUAL & PROFESSIONAL	10,000.00	10,000.00	4,990.00	0.00	4,126.58	9,116.58	883.42	91.17 %
100-122-500210 COMPUTER/TECHNOLOGY SERVICE	212,811.00	212,811.00	88,845.29	29,362.25	94,157.44	183,002.73	29,808.27	85.99 %
100-122-520400 OFFICE SUPPLIES & EQUIPMENT	40,260.00	40,260.00	15,650.82	1,469.54	14,252.73	29,903.55	10,356.45	74.28 %
100-122-540220 TRAVEL, CONFERENCES & TRAINING	800.00	800.00	0.00	0.00	0.00	0.00	800.00	0.00 %
100-122-540300 SMALL TOOLS, EQUIPMENT & SAFETY	600.00	600.00	15.99	0.00	305.02	321.01	278.99	53.50 %
100-122-560110 CELL PHONES, PAGERS & RADIOS	65,330.00	65,330.00	36,816.83	2,528.35	26,191.75	63,008.58	2,321.42	96.45 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	329,801.00	329,801.00	146,318.93	33,360.14	139,033.52	285,352.45	44,448.55	86.52 %
RptCategory: 60 - CAPITAL OUTLAY								
100-122-661018 COMPUTER & EQUIPMENT RESERVE	96,635.00	96,635.00	4,376.97	0.00	25,275.38	29,652.35	66,982.65	30.68 %
RptCategory: 60 - CAPITAL OUTLAY Total:	96,635.00	96,635.00	4,376.97	0.00	25,275.38	29,652.35	66,982.65	30.68 %
Department: 122 - INFORMATION TECHNOLOGY Total:	756,930.00	756,930.00	316,331.18	47,497.10	305,461.61	621,792.79	135,137.21	82.15 %
Department: 124 - FACILITIES								
RptCategory: 40 - PERSONNEL SERVICES								
100-124-437050 PUBLIC WORKS SUPERVISOR	18,065.00	18,065.00	8,288.34	749.45	7,297.76	15,586.10	2,478.90	86.28 %
100-124-437070 UTILITY WORKER II	86,171.00	86,171.00	27,310.25	2,465.31	24,212.43	51,522.68	34,648.32	59.79 %
100-124-439011 SEASONAL HELP	20,000.00	20,000.00	0.00	0.00	0.00	0.00	20,000.00	0.00 %
100-124-450100 OVERTIME	3,200.00	3,200.00	158.38	0.00	31.07	189.45	3,010.55	5.92 %
100-124-470000 ASSOCIATED PAYROLL COSTS	62,791.00	62,791.00	21,079.74	1,743.84	16,771.12	37,850.86	24,940.14	60.28 %
RptCategory: 40 - PERSONNEL SERVICES Total:	190,227.00	190,227.00	56,836.71	4,958.60	48,312.38	105,149.09	85,077.91	55.28 %
RptCategory: 50 - MATERIAL AND SERVICES								
100-124-500110 CONTRACTUAL & PROFESSIONAL SERVICE	140,000.00	140,000.00	67,962.88	5,544.15	47,644.34	115,607.22	24,392.78	82.58 %
100-124-520130 OPERATIONS, MAINTENANCE & REPAIRS	120,000.00	120,000.00	22,137.86	889.32	25,181.77	47,319.63	72,680.37	39.43 %
100-124-540220 TRAVEL, CONFERENCES & TRAINING	4,000.00	4,000.00	90.00	0.00	195.82	285.82	3,714.18	7.15 %
100-124-540300 SMALL TOOLS, EQUIPMENT & SAFETY SUP	7,000.00	7,000.00	1,055.81	386.87	4,036.22	5,092.22	1,907.97	72.74 %
100-124-560100 UTILITIES	185,000.00	185,000.00	97,210.73	8,415.76	86,145.59	183,356.32	1,643.68	99.11 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	456,000.00	456,000.00	188,457.28	15,236.10	163,203.74	351,661.02	104,338.98	77.12 %
RptCategory: 60 - CAPITAL OUTLAY								
100-124-641000 FACILITY IMPROVEMENTS	320,000.00	320,000.00	44,947.21	0.00	0.00	44,947.21	275,052.79	14.05 %
100-124-641005 PUBLIC WORKS FACILITY CONSTRUCTION	4,949,000.00	4,949,000.00	51,101.39	2,965.07	319,836.61	370,938.00	4,578,062.00	7.50 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 04/30/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	April Activity	2022-2023 Activity	Total Activity	Variance		
							Favorable (Unfavorable)	Percent Used	
BUILDING REPAIR	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	2,965.07	319,836.61	415,885.21	4,873,114.79	7.86 %	
Department: 124 - FACILITIES	5,935,227.00	5,935,227.00	341,342.59	23,159.77	531,352.73	872,695.32	5,062,531.68	14.70 %	
Department: 220 - COURT									
RptCategory: 40 - PERSONNEL SERVICES									
MUNICIPAL COURT CLERK	135,602.00	135,602.00	67,127.16	5,707.23	57,072.30	124,199.46	11,402.54	91.59 %	
COURT ADMINISTRATOR	172,124.00	172,124.00	84,464.00	7,417.00	74,170.00	158,634.00	13,490.00	92.16 %	
OVERTIME	4,302.00	4,302.00	0.00	0.00	0.00	0.00	4,302.00	0.00 %	
CAREER RECOGNITION PAY	0.00	0.00	2,111.64	277.92	2,779.20	4,890.84	-4,890.84	0.00 %	
ASSOCIATED PAYROLL COSTS	170,667.00	170,667.00	82,846.44	7,173.94	71,404.05	154,250.49	16,416.51	90.38 %	
RptCategory: 40 - PERSONNEL SERVICES Total:	482,695.00	482,695.00	236,549.24	20,576.09	205,425.55	441,974.79	40,720.21	91.56 %	
RptCategory: 50 - MATERIAL AND SERVICES									
CONTRACTUAL & PROFESSIONAL SERVICE	1,000.00	1,000.00	288.00	262.15	752.45	1,040.45	-40.45	104.05 %	
PROSECUTING ATTORNEY	72,000.00	72,000.00	39,540.00	0.00	31,500.00	71,040.00	960.00	98.67 %	
ATTORNEYS FOR INDIGENT CLIENTS	67,000.00	67,000.00	15,100.00	0.00	13,800.00	28,900.00	38,100.00	43.13 %	
MUNICIPAL COURT JUDGE	72,000.00	72,000.00	36,000.00	3,281.00	27,281.00	63,281.00	8,719.00	87.89 %	
PRO-TEM JUDGE	3,000.00	3,000.00	0.00	0.00	845.00	845.00	2,155.00	28.17 %	
JURY EXPENSES	2,000.00	2,000.00	51.95	0.00	134.56	186.51	1,813.49	9.33 %	
COURTROOM SECURITY	16,000.00	16,000.00	12,672.40	700.00	6,350.00	19,022.40	-3,022.40	118.89 %	
BANK CHARGES	8,000.00	8,000.00	5,109.74	0.00	4,386.85	9,496.59	-1,496.59	118.71 %	
OFFICE SUPPLIES & EQUIPMENT	24,740.00	24,740.00	4,207.21	150.95	3,368.62	7,575.83	17,164.17	30.62 %	
TRAVEL, CONFERENCES & TRAINING	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	4,394.10	88,443.48	201,749.03	66,990.97	75.07 %	
Department: 220 - COURT	751,435.00	751,435.00	349,854.79	24,970.19	293,869.03	643,723.82	107,711.18	85.67 %	
Department: 240 - POLICE									
RptCategory: 40 - PERSONNEL SERVICES									
POLICE CHIEF	296,076.00	296,076.00	142,904.52	12,686.00	126,860.00	269,764.52	26,311.48	91.11 %	
POLICE LIEUTENANT	243,912.00	243,912.00	115,713.49	0.00	91,976.41	207,689.90	36,222.10	85.15 %	
POLICE DETECTIVE	335,616.00	335,616.00	178,659.63	7,857.10	118,991.93	297,651.56	37,964.44	88.69 %	
POLICE OFFICER	1,213,547.00	1,213,547.00	566,934.69	45,965.14	464,882.72	1,031,817.41	181,729.59	85.02 %	
POLICE SERGEANT	574,524.00	574,524.00	277,280.75	24,482.46	213,691.55	490,972.30	83,551.70	85.46 %	
PROPERTY ROOM TECHNICIAN	62,616.00	62,616.00	33,305.80	2,218.95	21,822.21	55,128.01	7,487.99	88.04 %	
POLICE RECORDS CLERK	119,256.00	119,256.00	59,028.00	5,118.00	50,577.52	109,605.52	9,650.48	91.91 %	
OVERTIME	267,000.00	317,400.00	244,764.85	7,922.36	121,319.05	366,083.90	-48,683.90	115.34 %	
TRAFFIC GRANT OVERTIME	0.00	40,600.00	0.00	4,227.92	21,568.02	21,568.02	19,031.98	53.12 %	
HOLIDAY PAY	25,000.00	25,000.00	15,769.89	1,363.69	16,137.20	31,907.09	-6,907.09	127.63 %	
PROFICIENCY PAY	123,530.00	123,530.00	57,225.94	5,253.75	50,011.41	107,237.35	16,292.65	86.81 %	
CAREER RECOGNITION PAY	5,656.00	5,656.00	3,947.42	1,034.42	11,388.21	15,335.63	-9,679.63	271.14 %	
ASSOCIATED PAYROLL COSTS	1,927,794.00	1,927,794.00	896,652.75	65,598.27	682,518.35	1,579,171.10	348,622.90	81.92 %	
RptCategory: 40 - PERSONNEL SERVICES Total:	5,194,527.00	5,285,527.00	2,592,187.73	183,728.06	1,991,744.58	4,583,932.31	701,594.69	86.73 %	

Budget Report

For Fiscal: 2022-2023 Period Ending: 04/30/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	April Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
RptCategory: 50 - MATERIAL AND SERVICES								
<u>100-240-500110</u>	145,000.00	145,000.00	37,254.20	161.46	37,281.63	74,535.83	70,464.17	51.40 %
<u>100-240-500284</u>	14,600.00	14,600.00	5,691.50	0.00	7,010.00	12,701.50	1,898.50	87.00 %
<u>100-240-500498</u>	145,000.00	145,000.00	12,064.08	12,592.50	118,444.00	130,508.08	14,491.92	90.01 %
<u>100-240-510044</u>	9,500.00	9,500.00	0.00	0.00	0.00	0.00	9,500.00	0.00 %
<u>100-240-520100</u>	87,328.00	87,328.00	17,363.66	2,971.74	31,553.60	48,917.26	38,410.74	56.02 %
<u>100-240-520112</u>	68,000.00	68,000.00	35,104.03	235.00	4,936.51	40,040.54	27,959.46	58.88 %
<u>100-240-520320</u>	158,000.00	158,000.00	93,479.27	7,480.24	81,832.70	175,311.97	-17,311.97	110.96 %
<u>100-240-520340</u>	0.00	0.00	15.15	0.00	0.00	15.15	-15.15	0.00 %
<u>100-240-520345</u>	4,000.00	4,000.00	2,293.14	0.00	869.18	3,162.32	837.68	79.06 %
<u>100-240-520400</u>	36,400.00	36,400.00	14,463.17	5,385.00	16,865.17	31,328.34	5,071.66	86.07 %
<u>100-240-540110</u>	12,000.00	12,000.00	2,593.51	0.00	5,278.29	7,871.80	4,128.20	65.60 %
<u>100-240-540200</u>	18,550.00	18,550.00	1,040.35	0.00	3,034.00	4,074.35	14,475.65	21.96 %
<u>100-240-540220</u>	74,200.00	74,200.00	24,554.76	3,376.87	11,985.82	36,540.58	37,659.42	49.25 %
<u>100-240-540301</u>	39,600.00	39,600.00	14,473.44	1,291.86	11,375.94	25,849.38	13,750.62	65.28 %
<u>100-240-542000</u>	5,000.00	5,000.00	2,723.65	0.00	1,209.00	3,932.65	1,067.35	78.65 %
<u>100-240-560120</u>	20,200.00	20,200.00	9,811.99	760.83	7,857.79	17,669.78	2,530.22	87.47 %
	837,378.00	837,378.00	272,925.90	34,255.50	339,533.63	612,459.53	224,918.47	73.14 %
RptCategory: 50 - MATERIAL AND SERVICES Total:								
RptCategory: 60 - CAPITAL OUTLAY								
<u>100-240-651000</u>	172,500.00	172,500.00	61,861.31	0.00	57,481.15	119,342.46	53,157.54	69.18 %
	172,500.00	172,500.00	61,861.31	0.00	57,481.15	119,342.46	53,157.54	69.18 %
	6,204,405.00	6,295,405.00	2,926,974.94	217,983.56	2,388,759.36	5,315,734.30	979,670.70	84.44 %
Department: 250 - FIRE								
RptCategory: 40 - PERSONNEL SERVICES								
<u>100-250-432210</u>	268,716.00	268,716.00	121,988.54	0.00	0.00	121,988.54	146,727.46	45.40 %
<u>100-250-432220</u>	136,620.00	136,620.00	0.00	0.00	0.00	0.00	136,620.00	0.00 %
<u>100-250-432240</u>	569,088.00	569,088.00	219,683.39	0.00	0.00	219,683.39	349,404.61	38.60 %
<u>100-250-432290</u>	635,264.00	635,264.00	273,496.72	0.00	0.00	273,496.72	361,767.28	43.05 %
<u>100-250-450100</u>	64,070.00	64,070.00	147,682.03	0.00	0.00	147,682.03	-83,612.03	230.50 %
<u>100-250-470000</u>	935,446.00	935,446.00	342,697.29	0.00	0.00	342,697.29	592,748.71	36.63 %
<u>100-250-470040</u>	0.00	0.00	1,364.10	0.00	0.00	1,364.10	-1,364.10	0.00 %
	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								
<u>100-250-500110</u>	82,000.00	82,000.00	342,082.15	-570,097.00	1,577,923.00	1,920,005.15	-1,838,005.15	2,341.47 %
<u>100-250-500150</u>	29,000.00	29,000.00	11,310.00	0.00	0.00	11,310.00	17,690.00	39.00 %
<u>100-250-500498</u>	192,500.00	192,500.00	86,648.42	0.00	0.00	86,648.42	105,851.58	45.01 %
<u>100-250-510022</u>	50,000.00	50,000.00	0.00	0.00	0.00	0.00	50,000.00	0.00 %
<u>100-250-520122</u>	5,000.00	5,000.00	270.00	0.00	0.00	270.00	4,730.00	5.40 %
<u>100-250-520124</u>	55,650.00	55,650.00	21,287.19	0.00	0.00	21,287.19	34,362.81	38.25 %
<u>100-250-520200</u>	86,300.00	86,300.00	44,844.88	0.00	18,250.00	63,094.88	23,205.12	73.11 %

	Original Total Budget	Current Total Budget	2021-2022 Activity	April 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	0.00	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	-570,097.00	1,596,173.00	2,182,055.87	-1,375,405.87	270.51 %
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	-570,097.00	1,810,649.92	3,552,350.93	213,503.07	94.33 %
Department: 526 - PARKS								
RptCategory: 40 - PERSONNEL SERVICES								
100-526-437049	46,111.00	46,111.00	22,960.78	2,087.40	20,874.00	43,834.78	2,276.22	95.06 %
100-526-437050	81,292.00	81,292.00	37,297.60	3,372.50	32,839.94	70,137.54	11,154.46	86.28 %
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	1,618.10	16,096.25	27,821.85	-7,126.85	134.44 %
100-526-437070	144,436.00	144,436.00	27,794.92	2,465.30	24,212.32	52,007.24	92,428.76	36.01 %
100-526-437071	86,171.00	86,171.00	59,544.00	4,502.00	44,053.31	103,597.31	-17,426.31	120.22 %
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	24.95	275.05	1,440.24	9,559.76	13.09 %
100-526-470000	285,143.00	285,143.00	84,035.55	7,394.49	74,679.90	158,715.45	126,427.55	55.66 %
RptCategory: 40 - PERSONNEL SERVICES Total:	794,767.00	794,767.00	267,946.69	21,464.74	234,442.86	502,389.55	292,377.45	63.21 %
RptCategory: 50 - MATERIAL AND SERVICES								
100-526-500110	20,400.00	20,400.00	34,149.93	1,555.98	17,602.72	51,752.65	-31,352.65	253.69 %
100-526-520120	0.00	0.00	4,998.08	159.60	2,977.43	7,975.51	-7,975.51	0.00 %
100-526-520130	145,000.00	145,000.00	82,771.60	5,819.87	46,511.06	129,282.66	15,717.34	89.16 %
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	507.16	15,571.33	33,095.67	11,904.33	73.55 %
100-526-520400	5,000.00	5,000.00	2,132.09	89.65	1,652.98	3,785.07	1,214.93	75.70 %
100-526-540220	3,500.00	3,500.00	419.15	0.00	317.32	736.47	2,763.53	21.04 %
100-526-540300	20,000.00	20,000.00	3,974.32	64.00	5,658.79	9,633.11	10,366.89	48.17 %
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	2,621.43	35,466.30	73,885.28	-3,885.28	105.55 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	381,900.00	381,900.00	185,913.55	10,817.69	125,757.93	311,671.48	70,228.52	81.61 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 04/30/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	April 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	8,745.48	41,732.73	41,732.73	45,611.27	47.78 %
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	8,745.48	64,691.48	119,841.48	726,355.52	14.16 %
Department: 526 - PARKS Total:								
	2,022,864.00	2,022,864.00	509,010.24	41,027.91	424,892.27	933,902.51	1,088,961.49	46.17 %
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	114.18	1,454.38	3,071.37	1,928.63	61.43 %
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	114.18	2,171.43	4,769.33	5,430.67	46.76 %
Department: 527 - RECREATION Total:								
	76,200.00	76,200.00	3,242.66	114.18	7,038.40	10,281.06	65,918.94	13.49 %
Department: 528 - SENIOR CENTER								
RptCategory: 40 - PERSONNEL SERVICES								
100-528-435210	209,121.00	209,121.00	65,643.89	8,178.00	80,454.00	146,097.89	63,023.11	69.86 %
100-528-435240	61,903.00	61,903.00	30,527.48	2,245.15	25,601.62	56,129.10	5,773.90	90.67 %
100-528-435250	49,406.00	49,406.00	38,659.83	4,342.00	43,725.46	82,385.29	-32,979.29	166.75 %
100-528-435280	113,713.00	113,713.00	58,659.39	6,306.94	57,900.27	116,559.66	-2,846.66	102.50 %
100-528-435295	10,000.00	10,000.00	371.00	103.25	555.13	926.13	9,073.87	9.26 %
100-528-450500	1,857.00	1,857.00	516.25	63.07	579.00	1,095.25	761.75	58.98 %
100-528-470000	199,770.00	199,770.00	84,767.75	11,006.80	105,629.13	190,396.88	9,373.12	95.31 %
RptCategory: 40 - PERSONNEL SERVICES Total:	645,770.00	645,770.00	279,145.59	32,245.21	314,444.61	593,590.20	52,179.80	91.92 %
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	7,034.35	18,120.88	23,883.90	16,116.10	59.71 %
100-528-520140	14,500.00	14,500.00	4,518.59	391.06	4,862.19	9,380.78	5,119.22	64.70 %
100-528-520190	8,250.00	8,250.00	3,986.87	458.54	2,213.81	6,200.68	2,049.32	75.16 %
100-528-520200	9,360.00	9,360.00	2,471.25	0.00	379.98	2,851.23	6,508.77	30.46 %
100-528-520320	2,750.00	2,750.00	823.73	5.15	3,649.43	4,473.16	-1,723.16	162.66 %
100-528-520400	13,000.00	13,000.00	3,296.84	1,763.87	6,041.23	9,338.07	3,661.93	71.83 %
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 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 04/30/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	April Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
<u>100-528-560120</u> TELEPHONES	7,000.00	7,000.00	1,540.81	119.17	1,230.79	2,771.60	4,228.40	39.59 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	98,260.00	98,260.00	23,224.77	9,772.14	36,523.31	59,748.08	38,511.92	60.81 %
RptCategory: 60 - CAPITAL OUTLAY	0.00	75,000.00	0.00	0.00	40,468.50	40,468.50	34,531.50	53.96 %
VEHICLES AND EQUIPMENT RESERVES	0.00	75,000.00	0.00	0.00	40,468.50	40,468.50	34,531.50	53.96 %
RptCategory: 60 - CAPITAL OUTLAY Total:	744,030.00	819,030.00	302,370.36	42,017.35	391,436.42	693,806.78	125,223.22	84.71 %
Department: 529 - LIBRARY								
RptCategory: 50 - MATERIAL AND SERVICES								
<u>100-529-500110</u> CONTRACTUAL & PROFESSIONAL SERVICE	418,180.00	418,180.00	206,338.00	214,051.00	214,051.00	420,389.00	-2,209.00	100.53 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	418,180.00	418,180.00	206,338.00	214,051.00	214,051.00	420,389.00	-2,209.00	100.53 %
Department: 529 - LIBRARY Total:	418,180.00	418,180.00	206,338.00	214,051.00	214,051.00	420,389.00	-2,209.00	100.53 %
Department: 600 - DEBT SERVICE								
RptCategory: 70 - DEBT SERVICE								
<u>100-600-720040</u> DEBT PRINCIPAL	604,398.00	604,398.00	207,889.00	0.00	172,598.00	380,487.00	223,911.00	62.95 %
<u>100-600-730040</u> DEBT SERVICE - INTEREST	290,732.00	290,732.00	91,943.68	0.00	135,776.96	227,720.64	63,011.36	78.33 %
<u>100-600-740040</u> 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	0.00	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	0.00	308,374.96	658,284.47	287,845.53	69.58 %
Department: 990 - CONTINGENCY								
RptCategory: 90 - OTHER								
<u>100-990-910000</u> 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	183,615.43	7,998,572.63	16,550,128.41	9,554,514.59	63.40 %
Fund: 100 - GENERAL FUND Surplus (Deficit):	0.00	0.00	4,369,184.25	61,804.04	-146,885.27	4,222,298.98	4,222,298.98	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 04/30/2023

Fund: 105 - AMERICAN RESCUE PLAN RESERVE FUND

Revenue

Department: 000 - UNDESIGNATED / NON DEPARTMENTAL

RptType: 3150 - GRANTS

105-000-315080 OTHER GRANTS (ARPA)

RptType: 3150 - GRANTS Total:

Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:

Revenue Total:

Expense

Department: 150 - ARPA GRANT

RptCategory: 40 - PERSONNEL SERVICES

105-150-450900 RECOGNITION AWARD

105-150-470000 ASSOCIATED PAYROLL COSTS

RptCategory: 40 - PERSONNEL SERVICES Total:

RptCategory: 50 - MATERIAL AND SERVICES

105-150-500110 CONTRACTUAL & PROFESSIONAL SERVICE

105-150-530200 EMERGENCY MANAGEMENT

105-150-530210 ARPA FUNDING (TBD)

RptCategory: 50 - MATERIAL AND SERVICES Total:

Department: 150 - ARPA GRANT Total:

Department: 920 - TRANSFER OUT

RptCategory: 89 - TRANSFERS OUT

105-920-899730 OPERATING TRANSFER OUT - SEWER FUN

RptCategory: 89 - TRANSFERS OUT Total:

Department: 920 - TRANSFER OUT Total:

Expense Total:

Fund: 105 - AMERICAN RESCUE PLAN RESERVE FUND Surplus (Deficit):

	Original Total Budget	Current Total Budget	2021-2022 Activity	April Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
	0.00	2,737,344.00	30,000.00	0.00	272,563.60	302,563.60	-2,434,780.40	11.05 %
	0.00	2,737,344.00	30,000.00	0.00	272,563.60	302,563.60	-2,434,780.40	11.05 %
	0.00	2,737,344.00	30,000.00	0.00	272,563.60	302,563.60	-2,434,780.40	11.05 %
	0.00	2,737,344.00	30,000.00	0.00	272,563.60	302,563.60	-2,434,780.40	11.05 %
	0.00	0.00	0.00	0.00	0.00	0.00	-142,500.00	0.00 %
	0.00	0.00	0.00	0.00	43,050.28	43,050.28	-43,050.28	0.00 %
	0.00	0.00	0.00	0.00	185,550.28	185,550.28	-185,550.28	0.00 %
	0.00	200,000.00	30,000.00	3,080.00	57,737.82	87,737.82	112,262.18	43.87 %
	0.00	50,000.00	0.00	0.00	32,355.50	32,355.50	17,644.50	64.71 %
	0.00	1,277,344.00	0.00	0.00	0.00	0.00	1,277,344.00	0.00 %
	0.00	1,527,344.00	30,000.00	3,080.00	90,093.32	120,093.32	1,407,250.68	7.86 %
	0.00	1,527,344.00	30,000.00	3,080.00	275,643.60	305,643.60	1,221,700.40	20.01 %
	0.00	1,210,000.00	0.00	0.00	0.00	0.00	1,210,000.00	0.00 %
	0.00	1,210,000.00	0.00	0.00	0.00	0.00	1,210,000.00	0.00 %
	0.00	1,210,000.00	0.00	0.00	0.00	0.00	1,210,000.00	0.00 %
	0.00	2,737,344.00	30,000.00	3,080.00	275,643.60	305,643.60	2,431,700.40	11.17 %
	0.00	0.00	0.00	-3,080.00	-3,080.00	-3,080.00	-3,080.00	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 04/30/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	April Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 205 - ROAD AND STREET FUND								
Revenue								
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL								
RptType: 3000 - BEG FUND BAL.								
205-000-309999 BEGINNING FUND BALANCE	2,900,000.00	2,900,000.00	0.00	0.00	0.00	0.00	-2,900,000.00	0.00 %
RptType: 3000 - BEG FUND BAL. Total:	2,900,000.00	2,900,000.00	0.00	0.00	0.00	0.00	-2,900,000.00	0.00 %
RptType: 3100 - LOCAL TAXES								
205-000-310060 VEHICLE REGISTRATION FEES	370,000.00	370,000.00	250,270.30	0.00	146,645.16	396,915.46	26,915.46	107.27 %
RptType: 3100 - LOCAL TAXES Total:	370,000.00	370,000.00	250,270.30	0.00	146,645.16	396,915.46	26,915.46	107.27 %
RptType: 3110 - STATE SHARED TAXES								
205-000-310140 STATE HIGHWAY TAXES	1,817,551.00	1,817,551.00	1,040,013.74	84,090.18	705,742.77	1,745,756.51	-71,794.49	96.05 %
RptType: 3110 - STATE SHARED TAXES Total:	1,817,551.00	1,817,551.00	1,040,013.74	84,090.18	705,742.77	1,745,756.51	-71,794.49	96.05 %
RptType: 3120 - RIGHT OF WAY FEES								
205-000-312050 RIGHT OF WAY - TELECOM	375,000.00	375,000.00	115,420.19	3,232.24	40,266.59	155,686.78	-219,313.22	41.52 %
205-000-312055 RIGHT OF WAY - OTHER	200,000.00	200,000.00	104,089.96	78.48	57,821.71	161,911.67	-38,088.33	80.96 %
205-000-312060 ROW LICENSES & APP FEES	1,500.00	1,500.00	285.00	0.00	1,100.00	1,385.00	-115.00	92.33 %
RptType: 3120 - RIGHT OF WAY FEES Total:	576,500.00	576,500.00	219,795.15	3,310.72	99,188.30	318,983.45	-257,516.55	55.33 %
RptType: 3141 - SDC								
205-000-314075 TRANSPORTATION SDC'S	20,000.00	20,000.00	0.00	0.00	4,350.97	4,350.97	-15,649.03	21.75 %
205-000-314076 SDC Reimbursement Fee	0.00	0.00	0.00	0.00	531.98	531.98	531.98	0.00 %
RptType: 3141 - SDC Total:	20,000.00	20,000.00	0.00	0.00	4,882.95	4,882.95	-15,117.05	24.41 %
RptType: 3600 - MISCELLANEOUS								
205-000-360000 ALL OTHER ROAD/STREET RECEIPTS	60,000.00	60,000.00	25,220.00	2,970.00	24,120.00	49,340.00	-10,660.00	82.23 %
RptType: 3600 - MISCELLANEOUS Total:	60,000.00	60,000.00	25,220.00	2,970.00	24,120.00	49,340.00	-10,660.00	82.23 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	5,744,051.00	5,744,051.00	1,535,299.19	90,370.90	980,579.18	2,515,878.37	-3,228,172.63	43.80 %
Department: 910 - TRANSFER IN								
RptType: 3990 - TRANSFERS IN								
205-910-399730 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 %
205-910-399740 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 %
205-910-399750 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	90,370.90	1,181,084.18	3,084,905.37	-3,476,170.63	47.02 %
Expense								
Department: 305 - ROAD AND STREET								
RptCategory: 40 - PERSONNEL SERVICES								
205-305-437049 PUBLIC WORKS DIRECTOR	46,112.00	46,112.00	22,960.78	2,087.40	20,874.00	43,834.78	2,277.22	95.06 %
205-305-437050 PUBLIC WORKS SUPERVISOR	81,292.00	81,292.00	37,297.59	3,372.49	32,840.02	70,137.61	11,154.39	86.28 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 04/30/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	April Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
205-305-437051	44,817.00	44,817.00	0.00	2,294.31	11,576.52	11,576.52	33,240.48	25.83 %
205-305-437055	46,564.00	46,564.00	22,819.96	2,443.98	24,265.45	47,085.41	-521.41	101.12 %
205-305-437070	378,527.00	378,527.00	143,267.52	11,265.49	113,225.24	256,492.76	122,034.24	67.76 %
205-305-437071	0.00	0.00	0.00	4,135.00	21,247.55	21,247.55	-21,247.55	0.00 %
205-305-439011	50,000.00	50,000.00	19,707.28	0.00	0.00	19,707.28	30,292.72	39.41 %
205-305-450100	8,000.00	8,000.00	3,217.95	399.59	1,302.66	4,520.61	3,479.39	56.51 %
205-305-450500	0.00	0.00	3,633.73	516.56	4,862.21	8,495.94	-8,495.94	0.00 %
205-305-470000	374,085.00	374,085.00	165,852.61	16,817.72	145,341.13	311,193.74	62,891.26	83.19 %
RptCategory: 40 - PERSONNEL SERVICES Total:	1,029,397.00	1,029,397.00	418,757.42	43,332.54	375,534.78	794,292.20	235,104.80	77.16 %
RptCategory: 50 - MATERIAL AND SERVICES								
205-305-500110	46,000.00	46,000.00	8,084.32	157.98	7,092.36	15,176.68	30,823.32	32.99 %
205-305-520130	600,000.00	600,000.00	253,365.19	720.48	154,063.44	407,428.63	192,571.37	67.90 %
205-305-520172	200,000.00	200,000.00	79,349.76	7,495.36	72,417.68	151,767.44	48,232.56	75.88 %
205-305-520176	16,000.00	16,000.00	5,999.63	450.58	5,670.04	11,669.67	4,330.33	72.94 %
205-305-520178	100,000.00	100,000.00	30,250.70	0.00	27,347.65	57,598.35	42,401.65	57.60 %
205-305-520320	65,000.00	65,000.00	16,649.72	654.77	15,232.47	31,882.19	33,117.81	49.05 %
205-305-520400	5,000.00	5,000.00	1,214.38	56.63	1,098.09	2,312.47	2,687.53	46.25 %
205-305-540220	5,000.00	5,000.00	0.00	0.00	45.84	45.84	4,954.16	0.92 %
205-305-540300	40,000.00	40,000.00	2,617.61	144.95	10,081.36	12,698.97	27,301.03	31.75 %
205-305-540400	5,000.00	5,000.00	4,972.00	0.00	674.93	5,646.93	-646.93	112.94 %
205-305-560100	2,500.00	2,500.00	644.56	50.39	520.45	1,165.01	1,334.99	46.60 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	1,084,500.00	1,084,500.00	403,147.87	9,731.14	294,244.31	697,392.18	387,107.82	64.31 %
RptCategory: 60 - CAPITAL OUTLAY								
205-305-660100	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 %
205-305-676050	1,490,964.00	1,490,964.00	128,063.60	250.00	911,714.12	1,039,777.72	451,186.28	69.74 %
205-305-678090	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	250.00	911,714.12	1,125,503.32	1,628,205.68	40.87 %
Department: 305 - ROAD AND STREET Total:	4,867,606.00	4,867,606.00	1,035,694.49	53,313.68	1,581,493.21	2,617,187.70	2,250,418.30	53.77 %
Department: 920 - TRANSFER OUT								
RptCategory: 89 - TRANSFERS OUT								
205-920-899100	458,255.00	458,255.00	176,444.00	0.00	148,466.64	324,910.64	133,344.36	70.90 %
205-920-899730	278,405.00	278,405.00	117,663.00	0.00	58,456.40	176,119.40	102,285.60	63.26 %
205-920-899740	278,405.00	278,405.00	117,663.00	0.00	58,456.40	176,119.40	102,285.60	63.26 %
205-920-899750	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 %

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Department: 990 - CONTINGENCY

RptCategory: 90 - OTHER

205-990-910000

CONTINGENCY FUNDS

RptCategory: 90 - OTHER Total:

Department: 990 - CONTINGENCY Total:

Expense Total:

Fund: 205 - ROAD AND STREET FUND Surplus (Deficit):

	Original Total Budget	Current Total Budget	2021-2022 Activity	April Activity	2022-2023 Activity	Total Activity	Variance	
							Favorable (Unfavorable)	Percent Used
	400,000.00	400,000.00	0.00	0.00	0.00	0.00	400,000.00	0.00 %
	400,000.00	400,000.00	0.00	0.00	0.00	0.00	400,000.00	0.00 %
	400,000.00	400,000.00	0.00	0.00	0.00	0.00	400,000.00	0.00 %
	6,561,076.00	6,561,076.00	1,565,127.49	53,313.68	1,905,329.05	3,470,456.54	3,090,619.46	52.89 %
	0.00	0.00	338,693.70	37,057.22	-724,244.87	-385,551.17	-385,551.17	0.00 %

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	Original Total Budget	Current Total Budget	2021-2022 Activity	April Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
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 %
BEGINNING FUND BALANCE								
	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 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL								
RptType: 3100 - LOCAL TAXES								
<u>228-000-310020</u>	1,416,016.00	1,416,016.00	698,273.38	4,669.49	702,632.22	1,400,905.60	-15,110.40	98.93 %
CURRENT LEVY TAX								
<u>228-000-310050</u>	16,000.00	16,000.00	5,849.18	384.28	7,052.99	12,902.17	-3,097.83	80.64 %
PRIOR YEAR TAXES								
	1,432,016.00	1,432,016.00	704,122.56	5,053.77	709,685.21	1,413,807.77	-18,208.23	98.73 %
RptType: 3100 - LOCAL TAXES Total:								
	1,432,016.00	1,432,016.00	704,122.56	5,053.77	709,685.21	1,413,807.77	-18,208.23	98.73 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL								
RptType: 3301 - INTEREST								
<u>228-000-330100</u>	2,000.00	2,000.00	1,740.79	637.28	4,473.36	6,214.15	4,214.15	310.71 %
INTEREST								
	2,000.00	2,000.00	1,740.79	637.28	4,473.36	6,214.15	4,214.15	310.71 %
RptType: 3301 - INTEREST Total:								
	2,000.00	2,000.00	1,740.79	637.28	4,473.36	6,214.15	4,214.15	310.71 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:								
	1,574,016.00	1,574,016.00	705,863.35	5,691.05	714,158.57	1,420,021.92	-153,994.08	90.22 %
Revenue Total:								
	1,574,016.00	1,574,016.00	705,863.35	5,691.05	714,158.57	1,420,021.92	-153,994.08	90.22 %
Expense								
Department: 245 - POLICE LEVY								
RptCategory: 40 - PERSONNEL SERVICES								
<u>228-245-432160</u>	167,808.00	167,808.00	95,466.49	8,011.41	81,587.90	177,054.39	-9,246.39	105.51 %
POLICE OFFICER								
<u>228-245-432165</u>	167,808.00	167,808.00	90,896.38	7,630.66	68,804.85	159,701.23	8,106.77	95.17 %
SCHOOL RESOURCE OFFICER								
<u>228-245-432180</u>	138,070.00	138,070.00	68,340.00	0.00	47,276.51	115,616.51	22,453.49	83.74 %
MUNICIPAL ORDINANCE SPECIALIST								
<u>228-245-432195</u>	148,644.00	148,644.00	71,979.60	6,407.00	64,079.24	136,058.84	12,585.16	91.53 %
EXECUTIVE ASSISTANT								
<u>228-245-450100</u>	40,000.00	40,000.00	14,755.93	779.08	15,200.42	29,956.35	10,043.65	74.89 %
OVERTIME								
<u>228-245-450200</u>	8,000.00	8,000.00	958.45	360.25	2,638.30	3,596.75	4,403.25	44.96 %
HOLIDAY PAY								
<u>228-245-450300</u>	52,860.00	52,860.00	20,507.98	1,735.08	19,207.38	39,715.36	13,144.64	75.13 %
PROFICIENCY PAY								
<u>228-245-450500</u>	3,428.00	3,428.00	2,752.58	233.77	3,445.75	6,198.33	-2,770.33	180.81 %
CAREER RECOGNITION PAY								
<u>228-245-470000</u>	471,308.00	471,308.00	261,569.55	14,688.36	190,425.74	451,995.29	19,312.71	95.90 %
ASSOCIATED PAYROLL COSTS								
	1,197,926.00	1,197,926.00	627,226.96	39,845.61	492,666.09	1,119,893.05	78,032.95	93.49 %
RptCategory: 40 - PERSONNEL SERVICES Total:								
	1,197,926.00	1,197,926.00	627,226.96	39,845.61	492,666.09	1,119,893.05	78,032.95	93.49 %
Department: 245 - POLICE LEVY								
RptCategory: 50 - MATERIAL AND SERVICES								
<u>228-245-500110</u>	0.00	0.00	0.00	8,972.00	8,972.00	8,972.00	-8,972.00	0.00 %
CONTRACTUAL SERVICES								
<u>228-245-500498</u>	152,250.00	152,250.00	132,704.92	0.00	7,481.00	140,185.92	12,064.08	92.08 %
SHARE COST CCOM DISPATCH								
<u>228-245-510032</u>	4,000.00	4,000.00	1,560.62	0.00	2,030.30	3,590.92	409.08	89.77 %
SRO EXPENSES								
<u>228-245-510040</u>	14,000.00	14,000.00	3,568.70	255.96	5,290.59	8,859.29	5,140.71	63.28 %
K-9 EXPENSES								
<u>228-245-510041</u>	8,200.00	8,200.00	0.00	0.00	3,959.96	3,959.96	4,240.04	48.29 %
SWAT PROGRAM								
	178,450.00	178,450.00	137,834.24	9,227.96	27,733.85	165,568.09	12,881.91	92.78 %
RptCategory: 50 - MATERIAL AND SERVICES Total:								
	178,450.00	178,450.00	137,834.24	9,227.96	27,733.85	165,568.09	12,881.91	92.78 %
Department: 245 - POLICE LEVY Total:								
	1,376,376.00	1,376,376.00	765,061.20	49,073.57	520,399.94	1,285,461.14	90,914.86	93.39 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 04/30/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	April Activity	2022-2023 Activity	Total Activity	Variance	
							Favorable (Unfavorable)	Percent Used
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	49,073.57	560,794.94	1,378,908.14	195,107.86	87.60 %
Fund: 228 - POLICE LEVY FUND Surplus (Deficit):	0.00	0.00	-112,249.85	-43,382.52	153,363.63	41,113.78	41,113.78	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 04/30/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	April Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 229 - FIRE LEVY FUND								
Revenue								
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL								
RptType: 3000 - BEG FUND BAL.								
<u>229-000-309999</u>	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 %
RptType: 3100 - LOCAL TAXES								
<u>229-000-310020</u>	645,536.00	645,536.00	318,059.71	2,126.92	320,044.18	638,103.89	-7,432.11	98.85 %
<u>229-000-310050</u>	8,000.00	8,000.00	2,664.27	1,75.04	3,212.60	5,876.87	-2,123.13	73.46 %
RptType: 3100 - LOCAL TAXES Total:								
	653,536.00	653,536.00	320,723.98	2,301.96	323,256.78	643,980.76	-9,555.24	98.54 %
RptType: 3301 - INTEREST								
<u>229-000-330100</u>	5,000.00	5,000.00	2,419.02	2,329.09	14,417.67	16,836.69	11,836.69	336.73 %
RptType: 3301 - INTEREST Total:								
	5,000.00	5,000.00	2,419.02	2,329.09	14,417.67	16,836.69	11,836.69	336.73 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:								
	913,536.00	913,536.00	323,143.00	4,631.05	337,674.45	660,817.45	-252,718.55	72.34 %
Revenue Total:								
	913,536.00	913,536.00	323,143.00	4,631.05	337,674.45	660,817.45	-252,718.55	72.34 %
Expense								
Department: 255 - FIRE LEVY								
RptCategory: 40 - PERSONNEL SERVICES								
<u>229-255-432230</u>	208,666.00	208,666.00	78,981.62	0.00	0.00	78,981.62	129,684.38	37.85 %
<u>229-255-439010</u>	49,508.00	49,508.00	0.00	0.00	0.00	0.00	49,508.00	0.00 %
<u>229-255-470000</u>	155,388.00	155,388.00	63,558.29	0.00	0.00	63,558.29	91,829.71	40.90 %
RptCategory: 40 - PERSONNEL SERVICES Total:								
	413,562.00	413,562.00	142,539.91	0.00	0.00	142,539.91	271,022.09	34.47 %
RptCategory: 50 - MATERIAL AND SERVICES								
<u>229-255-500110</u>	20,000.00	20,000.00	0.00	570,097.00	570,097.00	570,097.00	-550,097.00	2,850.49 %
<u>229-255-520126</u>	20,000.00	20,000.00	4,428.65	0.00	0.00	4,428.65	15,571.35	22.14 %
<u>229-255-520365</u>	20,000.00	20,000.00	5,262.10	0.00	0.00	5,262.10	14,737.90	26.31 %
<u>229-255-520400</u>	6,000.00	6,000.00	5,082.87	0.00	0.00	5,082.87	917.13	84.71 %
<u>229-255-560110</u>	6,000.00	6,000.00	0.00	0.00	0.00	0.00	6,000.00	0.00 %
RptCategory: 50 - MATERIAL AND SERVICES Total:								
	72,000.00	72,000.00	14,773.62	570,097.00	570,097.00	584,870.62	-512,870.62	812.32 %
RptCategory: 60 - CAPITAL OUTLAY								
<u>229-255-660116</u>	100,000.00	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0.00 %
<u>229-255-660120</u>	102,000.00	102,000.00	5,377.30	0.00	0.00	5,377.30	96,622.70	5.27 %
<u>229-255-661012</u>	105,000.00	105,000.00	0.00	0.00	0.00	0.00	105,000.00	0.00 %
RptCategory: 60 - CAPITAL OUTLAY Total:								
	307,000.00	307,000.00	5,377.30	0.00	0.00	5,377.30	301,622.70	1.75 %
Department: 255 - FIRE LEVY Total:								
	792,562.00	792,562.00	162,690.83	570,097.00	570,097.00	732,787.83	59,774.17	92.46 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 04/30/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	April Activity	2022-2023 Activity	Total Activity	Variance	
							Favorable (Unfavorable)	Percent Used
Department: 920 - TRANSFER OUT								
RptCategory: 89 - TRANSFERS OUT								
TRANSFER OUT TO GENERAL FUND	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:	71,611.00	71,611.00	25,843.00	0.00	0.00	25,843.00	45,768.00	36.09 %
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 %
Department: 990 - CONTINGENCY								
RptCategory: 90 - OTHER								
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:	49,363.00	49,363.00	0.00	0.00	0.00	0.00	49,363.00	0.00 %
Expense Total:	913,536.00	913,536.00	188,533.83	570,097.00	570,097.00	758,630.83	154,905.17	83.04 %
Fund: 229 - FIRE LEVY FUND Surplus (Deficit):	0.00	0.00	134,609.17	-565,465.95	-232,422.55	-97,813.38	-97,813.38	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 04/30/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	April Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 390 - URBAN RENEWAL FUND								
Revenue								
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL								
RptType: 3000 - BEG FUND BAL.								
390-000-309999	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 %
RptType: 3100 - LOCAL TAXES								
390-000-310010	2,074,839.00	2,074,839.00	1,000,746.17	6,779.45	1,020,136.71	2,020,882.88	-53,956.12	97.40 %
390-000-310050	30,000.00	30,000.00	9,300.59	559.76	10,246.20	19,546.79	-10,453.21	65.16 %
RptType: 3100 - LOCAL TAXES Total:	2,104,839.00	2,104,839.00	1,010,046.76	7,339.21	1,030,382.91	2,040,429.67	-64,409.33	96.94 %
RptType: 3150 - GRANTS								
390-000-315080	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 %
RptType: 3301 - INTEREST								
390-000-330100	0.00	0.00	16,089.98	9,560.74	63,597.84	79,687.82	79,687.82	0.00 %
RptType: 3301 - INTEREST Total:	0.00	0.00	16,089.98	9,560.74	63,597.84	79,687.82	79,687.82	0.00 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	4,370,839.00	4,370,839.00	1,026,136.74	16,899.95	1,093,980.75	2,120,117.49	-2,250,721.51	48.51 %
Revenue Total:	4,370,839.00	4,370,839.00	1,026,136.74	16,899.95	1,093,980.75	2,120,117.49	-2,250,721.51	48.51 %
Expense								
Department: 410 - URBAN RENEWAL								
RptCategory: 50 - MATERIAL AND SERVICES								
390-410-500110	154,000.00	194,000.00	1,832.63	159,531.00	160,299.35	162,131.98	31,868.02	83.57 %
390-410-500120	15,000.00	15,000.00	7,650.00	0.00	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 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	199,000.00	239,000.00	9,482.63	159,531.00	197,799.35	207,281.98	31,718.02	86.73 %
RptCategory: 70 - DEBT SERVICE								
390-410-730030	929,881.00	929,881.00	458,092.00	0.00	471,789.00	929,881.00	0.00	100.00 %
390-410-730040	147,235.00	147,235.00	80,454.04	0.00	66,666.46	147,120.50	114.50	99.92 %
RptCategory: 70 - DEBT SERVICE Total:	1,077,116.00	1,077,116.00	538,546.04	0.00	538,455.46	1,077,001.50	114.50	99.99 %
RptCategory: 89 - TRANSFERS OUT								
TRANSFER OUT TO GENERAL FUND	490,814.00	490,814.00	245,403.57	0.00	245,369.93	490,773.50	40.50	99.99 %
RptCategory: 89 - TRANSFERS OUT Total:	490,814.00	490,814.00	245,403.57	0.00	245,369.93	490,773.50	40.50	99.99 %
Department: 410 - URBAN RENEWAL Total:	1,766,930.00	1,806,930.00	793,432.24	159,531.00	981,624.74	1,775,056.98	31,873.02	98.24 %

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Department: 990 - CONTINGENCY

RptCategory: 90 - OTHER

390-990-910000	Original Total Budget	Current Total Budget	2021-2022 Activity	April Activity	2022-2023 Activity	Total Activity	Variance	
							Favorable (Unfavorable)	Percent Used
CONTINGENCY FUNDS	2,603,909.00	2,563,909.00	0.00	0.00	0.00	0.00	2,563,909.00	0.00 %
RptCategory: 90 - OTHER Total:	2,603,909.00	2,563,909.00	0.00	0.00	0.00	0.00	2,563,909.00	0.00 %
Department: 990 - CONTINGENCY Total:	2,603,909.00	2,563,909.00	0.00	0.00	0.00	0.00	2,563,909.00	0.00 %
Expense Total:	4,370,839.00	4,370,839.00	793,432.24	159,531.00	981,624.74	1,775,056.98	2,595,782.02	40.61 %
Fund: 390 - URBAN RENEWAL FUND Surplus (Deficit):	0.00	0.00	232,704.50	-142,631.05	112,356.01	345,060.51	345,060.51	0.00 %

	Original Total Budget	Current Total Budget	2021-2022 Activity	April Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 730 - SEWER FUND								
Revenue								
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL								
RptType: 3000 - BEG FUND BAL.								
730-000-309999	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								
730-000-314050	1,785,000.00	1,785,000.00	851,417.88	75,407.73	747,516.21	1,598,934.09	-186,065.91	89.58 %
730-000-314055	6,050,000.00	6,050,000.00	3,005,894.90	258,552.21	2,617,635.48	5,623,530.38	-426,469.62	92.95 %
730-000-314080	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	333,959.94	3,365,151.69	7,222,464.47	-622,535.53	92.06 %
RptType: 3141 - SDC								
730-000-314110	20,000.00	20,000.00	5,849.28	0.00	15,182.83	21,032.11	1,032.11	105.16 %
730-000-314111	0.00	0.00	243.72	0.00	1,444.49	1,688.21	1,688.21	0.00 %
RptType: 3141 - SDC Total:	20,000.00	20,000.00	6,093.00	0.00	16,627.32	22,720.32	2,720.32	113.60 %
RptType: 3600 - MISCELLANEOUS								
730-000-360000	4,000.00	4,000.00	2,385.00	11,807.02	44,009.25	46,394.25	42,394.25	1,159.86 %
RptType: 3600 - MISCELLANEOUS Total:	4,000.00	4,000.00	2,385.00	11,807.02	44,009.25	46,394.25	42,394.25	1,159.86 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	10,189,000.00	10,189,000.00	3,865,790.78	345,766.96	3,425,788.26	7,291,579.04	-2,897,420.96	71.56 %
Department: 910 - TRANSFER IN								
RptType: 3990 - TRANSFERS IN								
730-910-399105	1,210,000.00	1,210,000.00	0.00	0.00	0.00	0.00	-1,210,000.00	0.00 %
730-910-399205	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:	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	345,766.96	3,484,244.66	7,467,698.44	-4,209,706.56	63.95 %
Expense								
Department: 703 - SEWER								
RptCategory: 40 - PERSONNEL SERVICES								
730-703-431500	30,606.00	30,606.00	14,500.35	1,256.50	12,511.86	27,012.21	3,593.79	88.26 %
730-703-437049	46,111.00	46,111.00	22,960.78	2,087.40	20,874.00	43,834.78	2,276.22	95.06 %
730-703-437050	70,147.00	70,147.00	35,677.70	2,220.24	26,179.25	61,856.95	8,290.05	88.18 %
730-703-437051	44,817.00	44,817.00	0.00	2,294.31	11,576.52	11,576.52	33,240.48	25.83 %
730-703-437055	46,564.00	46,564.00	22,819.96	2,443.98	24,265.45	47,085.41	-521.41	101.12 %
730-703-437070	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	117,444.00	117,444.00	51,660.65	8,118.77	78,863.63	130,524.28	-13,080.28	111.14 %
730-703-439011	40,000.00	40,000.00	15,160.21	0.00	0.00	15,160.21	24,839.79	37.90 %
730-703-450100	10,000.00	10,000.00	2,088.02	94.57	1,395.14	3,483.16	6,516.84	34.83 %
730-703-450500	0.00	0.00	2,441.51	158.94	2,440.96	4,882.47	-4,882.47	0.00 %

Budget Report

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	Original Total Budget	Current Total Budget	2021-2022 Activity	April Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
730-703-470000	287,061.00	287,061.00	135,230.30	11,513.11	124,992.01	260,222.31	26,838.69	90.65 %
RptCategory: 40 - PERSONNEL SERVICES Total:	822,122.00	822,122.00	375,323.70	30,187.82	334,542.07	709,865.77	112,256.23	86.35 %
RptCategory: 50 - MATERIAL AND SERVICES								
730-703-500110	61,000.00	61,000.00	18,526.97	854.77	8,267.46	26,794.43	34,205.57	43.93 %
730-703-500452	10,000.00	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00 %
730-703-500456	1,128,937.00	1,128,937.00	531,782.22	95,529.92	477,649.60	1,009,431.82	119,505.18	89.41 %
730-703-500458	2,738,092.00	2,738,092.00	1,327,826.80	112,425.42	1,157,712.90	2,485,539.70	252,552.30	90.78 %
730-703-520120	36,000.00	36,000.00	33,013.18	1,990.80	30,012.88	63,026.06	-27,026.06	175.07 %
730-703-520130	115,000.00	115,000.00	23,054.57	6,240.00	22,483.81	45,538.38	69,461.62	39.60 %
730-703-520320	55,000.00	55,000.00	24,925.73	905.59	29,644.63	54,570.36	429.64	99.22 %
730-703-520400	8,000.00	8,000.00	1,983.93	82.66	2,272.21	4,256.14	3,743.86	53.20 %
730-703-520430	16,000.00	16,000.00	8,042.14	1,288.96	7,562.05	15,604.19	395.81	97.53 %
730-703-540200	0.00	0.00	0.00	0.00	433.29	433.29	-433.29	0.00 %
730-703-540220	5,000.00	5,000.00	970.26	0.00	1,301.15	2,271.41	2,728.59	45.43 %
730-703-540300	20,000.00	20,000.00	9,206.76	0.00	4,546.62	13,753.38	6,246.62	68.77 %
730-703-540400	5,500.00	5,500.00	4,777.90	0.00	675.14	5,453.04	46.96	99.15 %
730-703-560100	6,500.00	6,500.00	1,334.49	107.96	1,096.17	2,430.66	4,069.34	37.39 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	4,205,029.00	4,205,029.00	1,985,444.95	219,426.08	1,743,657.91	3,729,102.86	475,926.14	88.68 %
RptCategory: 60 - CAPITAL OUTLAY								
730-703-660100	665,000.00	665,000.00	0.00	0.00	0.00	0.00	665,000.00	0.00 %
730-703-676050	4,471,761.00	4,471,761.00	318,404.54	13,460.70	237,769.79	556,174.33	3,915,586.67	12.44 %
730-703-678090	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	13,460.70	237,769.79	556,174.33	4,974,550.67	10.06 %
Department: 703 - SEWER Total:	10,557,876.00	10,557,876.00	2,679,173.19	263,074.60	2,315,969.77	4,995,142.96	5,562,733.04	47.31 %
Department: 920 - TRANSFER OUT								
RptCategory: 89 - TRANSFERS OUT								
730-920-899100	288,604.00	288,604.00	94,264.00	0.00	106,923.50	201,187.50	87,416.50	69.71 %
730-920-899205	430,925.00	430,925.00	192,866.00	0.00	101,437.20	294,303.20	136,621.80	68.30 %
RptCategory: 89 - TRANSFERS 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: 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								
730-990-910000	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:	11,677,405.00	11,677,405.00	2,966,303.19	263,074.60	2,524,330.47	5,490,633.66	6,186,771.34	47.02 %
Fund: 730 - SEWER FUND Surplus (Deficit):	0.00	0.00	1,017,150.59	82,692.36	959,914.19	1,977,064.78	1,977,064.78	0.00 %

	Original Total Budget	Current Total Budget	2021-2022 Activity	April Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 740 - WATER FUND								
Revenue								
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL								
RptType: 3000 - BEG FUND BAL.								
740-000-309999	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 %
RptType: 3140 - CHARGES FOR SERVICES								
740-000-314060	5,200,000.00	5,200,000.00	2,587,611.93	193,133.13	2,293,452.07	4,881,064.00	-318,936.00	93.87 %
740-000-314080	10,000.00	10,000.00	548.02	0.00	0.00	548.02	-9,451.98	5.48 %
RptType: 3140 - CHARGES FOR SERVICES Total:	5,210,000.00	5,210,000.00	2,588,159.95	193,133.13	2,293,452.07	4,881,612.02	-328,387.98	93.70 %
RptType: 3141 - SDC								
740-000-314110	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 %
RptType: 3600 - MISCELLANEOUS								
740-000-360000	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	2,588,159.95	193,133.13	2,294,502.07	4,882,662.02	-4,245,337.98	53.49 %
Department: 910 - TRANSFER IN								
RptType: 3990 - TRANSFERS IN								
740-910-399205	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:	9,406,405.00	9,406,405.00	2,705,822.95	193,133.13	2,352,958.47	5,058,781.42	-4,347,623.58	53.78 %
Expense								
Department: 704 - WATER								
RptCategory: 40 - PERSONNEL SERVICES								
740-704-431500	36,727.00	36,727.00	17,400.42	1,507.80	15,014.25	32,414.67	4,312.33	88.26 %
740-704-437049	46,111.00	46,111.00	22,960.78	2,087.40	20,874.00	43,834.78	2,276.22	95.06 %
740-704-437050	72,273.00	72,273.00	36,612.81	2,287.52	26,914.36	63,527.17	8,745.83	87.90 %
740-704-437051	44,817.00	44,817.00	0.00	2,275.56	11,482.77	11,482.77	33,334.23	25.62 %
740-704-437055	46,564.00	46,564.00	22,819.96	2,443.98	24,265.45	47,085.41	-521.41	101.12 %
740-704-437070	145,818.00	145,818.00	57,655.71	6,109.00	60,518.64	118,174.35	27,643.65	81.04 %
740-704-437071	238,650.00	238,650.00	45,761.69	7,268.43	71,775.38	117,537.07	121,112.93	49.25 %
740-704-439011	40,000.00	40,000.00	5,119.76	0.00	0.00	5,119.76	34,880.24	12.80 %
740-704-450100	10,000.00	10,000.00	1,349.11	95.73	1,020.03	2,369.14	7,630.86	23.69 %
740-704-450500	0.00	0.00	345.30	161.68	1,109.98	1,455.28	-1,455.28	0.00 %
740-704-470000	434,079.00	434,079.00	103,820.26	11,088.91	138,726.61	242,546.87	191,532.13	55.88 %
RptCategory: 40 - PERSONNEL SERVICES Total:	1,115,039.00	1,115,039.00	313,845.80	35,326.01	371,701.47	685,547.27	429,491.73	61.48 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 04/30/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	April Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
RptCategory: 50 - MATERIAL AND SERVICES								
740-704-500110	71,000.00	71,000.00	40,523.92	376.03	20,143.85	60,667.77	10,332.23	85.45 %
740-704-500240	65,000.00	65,000.00	27,507.41	2,379.81	23,800.17	51,307.58	13,692.42	78.93 %
740-704-500425	1,300,000.00	1,300,000.00	530,318.62	41,464.25	477,622.44	1,007,941.06	292,058.94	77.53 %
740-704-520120	36,000.00	36,000.00	32,313.38	1,885.82	28,683.06	60,996.44	-24,996.44	169.43 %
740-704-520130	300,000.00	300,000.00	96,836.92	6,013.69	52,349.61	149,186.53	150,813.47	49.73 %
740-704-520162	40,000.00	40,000.00	12,581.00	0.00	10,052.11	22,633.11	17,366.89	56.58 %
740-704-520165	40,000.00	40,000.00	0.00	0.00	918.50	918.50	39,081.50	2.30 %
740-704-520310	0.00	0.00	-158.12	0.00	-300.00	-458.12	458.12	0.00 %
740-704-520320	45,000.00	45,000.00	18,994.30	905.59	17,800.83	36,795.13	8,204.87	81.77 %
740-704-520400	6,000.00	6,000.00	2,015.64	82.66	2,344.69	4,360.33	1,639.67	72.67 %
740-704-520430	16,000.00	16,000.00	8,042.14	1,288.96	7,562.05	15,604.19	395.81	97.53 %
740-704-540200	0.00	0.00	0.00	0.00	433.42	433.42	-433.42	0.00 %
740-704-540220	10,000.00	10,000.00	1,822.26	0.00	1,730.20	3,552.46	6,447.54	35.52 %
740-704-540300	20,000.00	20,000.00	10,264.78	0.00	14,601.86	24,866.64	-4,866.64	124.33 %
740-704-540400	10,000.00	10,000.00	8,170.29	0.00	0.00	8,170.29	1,829.71	81.70 %
740-704-560100	55,000.00	55,000.00	20,758.29	1,718.63	17,227.13	37,985.42	17,014.58	69.06 %
	2,014,000.00	2,014,000.00	809,990.83	56,115.44	674,969.92	1,484,960.75	529,039.25	73.73 %
RptCategory: 50 - MATERIAL AND SERVICES Total:								
RptCategory: 60 - CAPITAL OUTLAY								
740-704-600100	279,000.00	279,000.00	0.00	0.00	0.00	0.00	279,000.00	0.00 %
740-704-676050	3,960,425.00	3,960,425.00	78,226.55	0.00	0.00	78,226.55	3,882,198.45	1.98 %
740-704-678090	609,610.00	609,610.00	0.00	0.00	0.00	0.00	609,610.00	0.00 %
	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: 60 - CAPITAL OUTLAY Total:								
RptCategory: 70 - DEBT SERVICE								
740-704-720040	331,000.00	331,000.00	165,000.00	0.00	166,000.00	331,000.00	0.00	100.00 %
740-704-730040	27,235.00	27,235.00	13,621.90	0.00	11,979.00	25,600.90	1,634.10	94.00 %
	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 1,380,685.08 91,441.45 1,224,650.39 2,605,335.47 5,730,973.53 31.25 %							
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 %
	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: 670,096.00 272,094.00 207,952.70 480,046.70 190,049.30 71.64 %							

Budget Report

For Fiscal: 2022-2023 Period Ending: 04/30/2023

Department: 990 - CONTINGENCY
 RptCategory: 90 - OTHER

740-990-910000

CONTINGENCY FUNDS

RptCategory: 90 - OTHER Total:

Department: 990 - CONTINGENCY Total:

Expense Total:

Fund: 740 - WATER FUND Surplus (Deficit):

Original Total Budget	Current Total Budget	2021-2022 Activity	April Activity	2022-2023 Activity	Total Activity	Variance	
						Favorable (Unfavorable)	Percent Used
400,000.00	400,000.00	0.00	0.00	0.00	0.00	400,000.00	0.00 %
400,000.00	400,000.00	0.00	0.00	0.00	0.00	400,000.00	0.00 %
400,000.00	400,000.00	0.00	0.00	0.00	0.00	400,000.00	0.00 %
9,406,405.00	9,406,405.00	1,652,779.08	91,441.45	1,432,603.09	3,085,382.17	6,321,022.83	32.80 %
0.00	0.00	1,053,043.87	101,691.68	920,355.38	1,973,399.25	1,973,399.25	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 04/30/2023

Fund: 750 - STORM WATER FUND		Original Total Budget	Current Total Budget	2021-2022 Activity	April Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
Revenue									
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL									
RptType: 3000 - BEG FUND BAL.									
750-000-309999	BEGINNING FUND BALANCE	1,040,000.00	1,040,000.00	0.00	0.00	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	STORM REVENUE	1,898,000.00	1,898,000.00	924,970.21	80,416.45	793,066.90	1,718,037.11	-179,962.89	90.52 %
RptType: 3140 - CHARGES FOR SERVICES Total:		1,898,000.00	1,898,000.00	924,970.21	80,416.45	793,066.90	1,718,037.11	-179,962.89	90.52 %
RptType: 3141 - SDC									
750-000-314110	STORMWATER SDC'S	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	ALL OTHER STORM FUND RESOURCES	0.00	0.00	0.00	11,207.01	41,174.24	41,174.24	41,174.24	0.00 %
RptType: 3600 - MISCELLANEOUS Total:		0.00	0.00	0.00	11,207.01	41,174.24	41,174.24	41,174.24	0.00 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:		2,949,000.00	2,949,000.00	924,970.21	91,623.46	834,241.14	1,759,211.35	-1,189,788.65	59.65 %
Department: 910 - TRANSFER IN									
750-910-399205	TRANSFER IN FROM ROAD & STREET FUN	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		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	91,623.46	892,697.54	1,935,330.75	-1,292,074.25	59.97 %
Expense									
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	12,511.86	27,012.20	3,593.80	88.26 %
750-705-437049	PUBLIC WORKS DIRECTOR	46,111.00	46,111.00	22,960.76	2,087.40	20,874.00	43,834.76	2,276.24	95.06 %
750-705-437050	PUBLIC WORKS SUPERVISOR	70,147.00	70,147.00	35,517.64	2,220.24	26,110.00	61,627.64	8,519.36	87.85 %
750-705-437051	PW UTILITIES MANAGER	44,817.00	44,817.00	0.00	2,294.29	11,576.42	11,576.42	33,240.58	25.83 %
750-705-437055	PW ADMIN ASSISTANT	46,564.00	46,564.00	22,819.79	2,443.96	24,265.15	47,084.94	-520.94	101.12 %
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	94.57	794.28	2,188.47	2,811.53	43.77 %
750-705-450500	CAREER RECOGNITION PAY	0.00	0.00	335.17	133.26	950.91	1,286.08	-1,286.08	0.00 %
750-705-470000	ASSOCIATED PAYROLL COSTS	180,486.00	180,486.00	79,144.74	7,008.15	67,517.61	146,662.35	33,823.65	81.26 %
RptCategory: 40 - PERSONNEL SERVICES Total:		567,711.00	567,711.00	246,373.40	17,538.37	175,896.52	422,269.92	145,441.08	74.38 %
RptCategory: 50 - MATERIAL AND SERVICES									
750-705-500110	CONTRACTUAL & PROFESSIONAL SERVICE	41,000.00	41,000.00	25,566.47	320.02	15,733.48	41,299.95	-299.95	100.73 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 04/30/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	April Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
750-705-520120	36,000.00	36,000.00	33,015.52	1,990.81	30,014.93	63,030.45	-27,030.45	175.08 %
750-705-520130	65,000.00	65,000.00	30,140.13	73.56	14,972.26	45,112.39	19,887.61	69.40 %
750-705-520320	20,000.00	20,000.00	21,079.98	9.77	8,232.07	29,312.05	-9,312.05	146.56 %
750-705-520400	5,000.00	5,000.00	1,983.66	82.64	2,280.77	4,264.43	735.57	85.29 %
750-705-520430	16,000.00	16,000.00	8,044.57	1,289.35	7,564.34	15,608.91	391.09	97.56 %
750-705-540220	4,000.00	4,000.00	96.34	190.00	612.52	708.86	3,291.14	17.72 %
750-705-540300	11,000.00	11,000.00	7,557.24	0.00	4,656.84	12,214.08	-1,214.08	111.04 %
750-705-540400	5,000.00	5,000.00	2,197.81	0.00	674.93	2,872.74	2,127.26	57.45 %
750-705-560100	3,000.00	3,000.00	644.59	50.40	520.45	1,165.04	1,834.96	38.83 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	206,000.00	206,000.00	130,326.31	4,006.55	85,262.59	215,588.90	-9,588.90	104.65 %
RptCategory: 60 - CAPITAL OUTLAY								
750-705-660100	115,000.00	115,000.00	0.00	0.00	0.00	0.00	115,000.00	0.00 %
750-705-676050	1,803,500.00	1,803,500.00	186,939.76	5,768.87	185,506.11	372,445.87	1,431,054.13	20.65 %
RptCategory: 60 - CAPITAL OUTLAY Total:	1,918,500.00	1,918,500.00	186,939.76	5,768.87	185,506.11	372,445.87	1,546,054.13	19.41 %
Department: 705 - PUBLIC WORKS DIRECTOR Total:	2,692,211.00	2,692,211.00	563,639.47	27,313.79	446,665.22	1,010,304.69	1,681,906.31	37.53 %
Department: 920 - TRANSFER OUT								
RptCategory: 89 - TRANSFERS OUT								
750-920-899100	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	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 %
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 %
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:	200,000.00	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00 %
Expense Total:	3,227,405.00	3,227,405.00	677,173.47	27,313.79	561,895.82	1,239,069.29	1,988,335.71	38.39 %
Fund: 750 - STORM WATER FUND Surplus (Deficit):	0.00	0.00	365,459.74	64,309.67	330,801.72	696,261.46	696,261.46	0.00 %

	Original Total Budget	Current Total Budget	2021-2022 Activity	April Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 801 - MUNICIPAL COURT TRUST FUND								
Revenue								
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL								
RptType: 3000 - BEG FUND BAL.								
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 CITY OF GLADSTONE FINES/FEES	735,000.00	735,000.00	350,730.31	46,691.98	248,741.10	599,471.41	-135,528.59	81.56 %
801-000-326030 CLACKAMAS COUNTY FINES/FEES	22,000.00	22,000.00	14,867.79	1,683.07	10,627.53	25,495.32	3,495.32	115.89 %
801-000-326040 STATE OF OREGON FINES/FEES	85,000.00	85,000.00	56,534.36	6,651.05	39,150.03	95,684.39	10,684.39	112.57 %
801-000-326050 RESTITUTION	3,000.00	3,000.00	0.00	-100.00	0.00	0.00	-3,000.00	0.00 %
801-000-326060 BOND	5,000.00	5,000.00	-5,234.94	-10,171.92	-6,465.47	-11,700.41	-16,700.41	234.01 %
RptType: 3260 - FINES AND FORFEITURES Total:	850,000.00	850,000.00	416,897.52	44,754.18	292,053.19	708,950.71	-141,049.29	83.41 %
RptType: 3600 - MISCELLANEOUS								
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	44,754.18	292,556.69	709,594.21	-180,405.79	79.73 %
Revenue Total:	890,000.00	890,000.00	417,037.52	44,754.18	292,556.69	709,594.21	-180,405.79	79.73 %
Expense								
Department: 220 - COURT								
RptCategory: 50 - MATERIAL AND SERVICES								
801-220-500500 CITY OF GLADSTONE FINES & FEES	735,000.00	735,000.00	291,037.69	20,470.82	252,056.51	543,094.20	191,905.80	73.89 %
801-220-500510 CLACKAMAS COUNTY FINES & FEES	22,000.00	22,000.00	14,314.84	1,100.99	10,622.15	24,936.99	-2,936.99	113.35 %
801-220-500520 STATE OF OREGON FINES & FEES	85,000.00	85,000.00	88,200.89	4,689.87	38,850.48	127,051.37	-42,051.37	149.47 %
801-220-500530 RESTITUTION	3,000.00	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0.00 %
801-220-500540 BOND - COURT	5,000.00	5,000.00	0.00	0.00	0.00	0.00	5,000.00	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	26,261.68	301,897.64	695,591.06	154,408.94	81.83 %
Department: 220 - COURT Total:	850,000.00	850,000.00	393,693.42	26,261.68	301,897.64	695,591.06	154,408.94	81.83 %
Department: 990 - CONTINGENCY								
RptCategory: 90 - OTHER								
CONTINGENCY FUNDS	40,000.00	40,000.00	0.00	0.00	0.00	0.00	40,000.00	0.00 %
RptCategory: 90 - OTHER Total:	40,000.00	40,000.00	0.00	0.00	0.00	0.00	40,000.00	0.00 %
Department: 990 - CONTINGENCY Total:	40,000.00	40,000.00	0.00	0.00	0.00	0.00	40,000.00	0.00 %
Expense Total:	890,000.00	890,000.00	393,693.42	26,261.68	301,897.64	695,591.06	194,408.94	78.16 %
Fund: 801 - MUNICIPAL COURT TRUST FUND Surplus (Deficit):	0.00	0.00	23,344.10	18,492.50	-9,340.95	14,003.15	14,003.15	0.00 %
Report Surplus (Deficit):	0.00	0.00	7,421,940.07	-388,512.05	1,360,817.29	8,782,757.36	8,782,757.36	0.00 %

Fund Summary

Fund	Original Budget		Current Budget		2021-2022		2022-2023		Total Activity	Variance Favorable (Unfavorable)
	Total	Budget	Total	Budget	Activity	Activity	Activity	Activity		
100 - GENERAL FUND	0.00	0.00	0.00	0.00	4,369,184.25	61,804.04	-146,885.27	4,222,298.98	4,222,298.98	
105 - AMERICAN RESCUE PLAN R	0.00	0.00	0.00	0.00	0.00	-3,080.00	-3,080.00	-3,080.00	-3,080.00	-3,080.00
205 - ROAD AND STREET FUND	0.00	0.00	0.00	0.00	338,693.70	37,057.22	-724,244.87	-385,551.17	-385,551.17	-385,551.17
228 - POLICE LEVY FUND	0.00	0.00	0.00	0.00	-112,249.85	-43,382.52	153,363.63	41,113.78	41,113.78	41,113.78
229 - FIRE LEVY FUND	0.00	0.00	0.00	0.00	134,609.17	-565,465.95	-232,422.55	-97,813.38	-97,813.38	-97,813.38
390 - URBAN RENEWAL FUND	0.00	0.00	0.00	0.00	232,704.50	-142,631.05	112,356.01	345,060.51	345,060.51	345,060.51
730 - SEWER FUND	0.00	0.00	0.00	0.00	1,017,150.59	82,692.36	959,914.19	1,977,064.78	1,977,064.78	1,977,064.78
740 - WATER FUND	0.00	0.00	0.00	0.00	1,053,043.87	101,691.68	920,355.38	1,973,399.25	1,973,399.25	1,973,399.25
750 - STORM WATER FUND	0.00	0.00	0.00	0.00	365,459.74	64,309.67	330,801.72	696,261.46	696,261.46	696,261.46
801 - MUNICIPAL COURT TRUST	0.00	0.00	0.00	0.00	23,344.10	18,492.50	-9,340.95	14,003.15	14,003.15	14,003.15
Report Surplus (Deficit):	0.00	0.00	0.00	0.00	7,421,940.07	-388,512.05	1,360,817.29	8,782,757.36	8,782,757.36	

CHECK REGISTER FOR APRIL 2023

Check Date	Check No.	Vendor	Amount	Line Item Description
04/06/2023	329	Clackamas Fire District #1	537,005.00	IGA 4th QTR Payment - Admin
04/06/2023	330	John Southgate LLC	3,600.00	Professional Fees - Admin
04/06/2023	331	Nancy McDonald	6,615.00	HR Consulting - Admin
04/06/2023	93245	American Heating Inc	475.00	HVAC Maintenance - PW
04/06/2023	93246	Curtis, L. N. Co.	156.93	Uniforms - PD
04/06/2023	93247	Dan Enterprises Inc.	6,349.73	Landscape Trailer - PW
04/06/2023	93248	Dustin Olson	170.50	Training Per Diem - PD
04/06/2023	93249	Elite Window Tinting, LLC	154.00	Vehicle Maintenance - PD
04/06/2023	93250	GC Systems	6,531.00	Valve Rebuilding - PW
04/06/2023	93251	Johnson Controls	1,573.00	Fire Alarm/Sprinkler Testing - PW
04/06/2023	93252	LancePacific LLC	135.00	Monitoring - PW
04/06/2023	93253	League of Oregon Cities	720.00	Training - Admin
04/06/2023	93254	Moore Iacofano Goltsman, Inc.	1,302.40	Professional Fees - Admin
04/06/2023	93255	Northwest Success, Inc.	2,253.31	Monthly Janitorial Service - PW
04/06/2023	93256	Secure Pacific Corporation	210.00	Monitoring - PW
04/06/2023	93257	Smith-Wagar Brucker Consulting Inc.	17,853.75	Financial Services - Admin
04/06/2023	93258	Water Environment Services	119,319.37	Water Purchases - PW
04/07/2023	93259	Landmark Ford	1,000.00	Vehicle Repair Deductible - PW
04/07/2023	93260 - 93262	UB Refunds	233.79	UB Refunds - PW
04/07/2023	332	CIS Trust	61,780.03	Monthly Health Insurance
04/07/2023	333	HRA VEBA Plan	3,333.46	Employer VEBA contribution
04/07/2023	334	MissionSquare Retirement	5,691.48	Voluntary Payroll Deferred Comp
04/07/2023	93263	Axa Equi-Vest	7,874.16	Voluntary Payroll Deferred Comp
04/07/2023	93264	Clackamas Community Federal Credit Union	1,113.08	GPA Union Dues
04/07/2023	93265	Equitable	1,403.83	Non-PERS Retirement Pmt
04/07/2023	93266	Equitable Financial Life Insurance Co.	86.00	Non-PERS Retirement Pmt
04/07/2023	93267	Oregon AFSCME Council #75	1,121.77	AFSCME Union Dues
04/07/2023	93268	Oregon Department of Justice/Child Support	343.20	Child Support
04/10/2023	93269	Northwest Natural Gas	2,305.03	Natural Gas Usage - All Depts
04/10/2023	93270	Portland General Electric	15,157.69	Electric Usage/Street Lights - PW
04/10/2023	93271	Verizon Wireless	2,476.32	Cell Phone Usage - All Depts
04/10/2023	335	US Bank	31,196.40	P-Card Purchases - All Depts.
04/13/2023	336	Amazon Capital Services	238.94	Office/Easter Supplies - CT/Rec
04/13/2023	337	Amy Lindgren Law, LLC	2,800.00	Municipal Judge Contract - Ct
04/13/2023	338	BridgePay Network Solutions, LLC	213.50	UB Online Pmt Fees - PW
04/13/2023	339	Jill Tate	495.00	Transcription - Admin
04/13/2023	340	MSPEN Consulting, LLC	3,080.00	Grant Writing Service - Admin
04/13/2023	341	P & C Construction	73,922.00	PW Bldg Construction - Admin
04/13/2023	342	Rotator, LLC	12,150.00	Tourism/Mural Planning - Admin
04/13/2023	343	Shiels Oblatz Johnsen	10,545.19	PW Bldg Management - Admin
04/13/2023	93272	911 Supply Inc.	39.98	Uniforms - PD
04/13/2023	93273	Alla V. Allen	120.00	Interpreting Service - CT
04/13/2023	93274	BMS Technologies	3,867.27	UB Online Pmt Fees - PW
04/13/2023	93275	Buel's Impressions Printing	44.00	Business Card Printing - PD
04/13/2023	93276	CESSCO Inc.	3,754.80	Plate Compact/Saw Blades - PW
04/13/2023	93277	Comcast	52.55	Digital TV Receivers - IT
04/13/2023	93278	Destin Alvarado	175.99	Boot Reimbursement - PW
04/13/2023	93279	Friends of Gladstone Nature Park	203.80	Trail Marker Reimbursement - Admin
04/13/2023	93280	Gladstone Municipal Court	1,482.65	Bank Charge Reimbursement - Admin
04/13/2023	93281	Gold Wrench	613.40	Vehicle Maintenance - PD
04/13/2023	93282	Oak Lodge Water Services	1,280.78	Water Purchases - PW
04/13/2023	93283	One Call Concepts Inc	121.80	Utility Locates - PW
04/13/2023	93284	PACWEST Machinery LLC	5,444.05	Sweeper Maintenance - PW
04/13/2023	93285	Pamplin Media Group	2,148.00	Newsletter Printing - Admin
04/13/2023	93286	Paramount Pest Control Inc	165.00	Pest Control - PW
04/13/2023	93287	Radar Shop	72.50	Radar Unit Maintenance - PD
04/13/2023	93288	Rexius	4,400.00	Bark Chips for Parks - PW
04/13/2023	93289	Sign Guy	100.00	Vehicle Maintenance - PD

04/13/2023	93290	Sonsray Machinery LLC	228.11	Backhoe Maintenance - PW
04/13/2023	93291	Stark Street Lawn & Garden	20,737.02	New Mower - PW
04/13/2023	93292	Stericycle	161.46	Shredding Service - PD
04/13/2023	93293	Stop Stick, Ltd	770.00	Stop Sticks - PD
04/13/2023	93294	Traffic Safety Supply Co. Inc.	3,699.50	Signs/Barricades - PW
04/20/2023	344	8x8, Inc.	1,702.46	Monthly Phone Service - All Depts.
04/20/2023	345	Amazon Capital Services	178.15	Office Supplies - Admin
04/20/2023	346	Satcom Global Ltd.	42.75	Satellite Phone Access - PD
04/20/2023	93295	Adventist Health Medical Center	1,817.00	Physicals - Admin
04/20/2023	93296	Aramark	132.54	Mat Rental - PW
04/20/2023	93297	Bravo Land Care & Maintenance	945.00	Landscape Maintenance - PW
04/20/2023	93298	Cascade Form Systems	1,099.56	Envelope Printing - Admin
04/20/2023	93299	Cintas First Aid Lockbox	537.74	First Aid Supplies/Water - All Depts
04/20/2023	93300	City of Oregon City	729.00	GIS Services - PW
04/20/2023	93301	Clackamas Auto Parts Inc	111.71	Vehicle Maintenance - PW
04/20/2023	93302	Clackamas County Finance Department	226,643.50	Dispatch/Library Support - PD/Admin
04/20/2023	93303	Timothy Gerkman	36.04	Deduction Refund - Admin
04/20/2023	93304	Gold Wrench	2,260.05	Vehicle Maintenance - PD
04/20/2023	93305	Hollenbach & Hurd, Inc.	6,240.00	Sewer Lateral Rebuild - PW
04/20/2023	93306	Leeway Engineering Solutions LLC	101,837.34	I & I Project Fees - PW
04/20/2023	93307	Lori Bell	3,800.00	Professional Fees -Tourism - Admin
04/20/2023	93308	Moore Iacofano Goltsman, Inc.	5,505.00	Professional Fees - Code Impl - Admin
04/20/2023	93309	North Clackamas County	36,124.52	Wholesale Water - PW
04/20/2023	93310	Oregon Patrol Service	852.00	Security Services - Admin/CT
04/20/2023	93311	Pacific Mobile Structures, Inc.	532.00	Mobile Office Rental - PW
04/20/2023	93312	PACWEST Machinery LLC	190.00	Sweeper Training - PW
04/20/2023	93313	Paramount Pest Control Inc	165.00	Pest Control - PW
04/20/2023	93314	Platt Electric Supply	465.01	Lighting Supplies - PW
04/20/2023	93315	Simplot Partners	6,058.00	Park Maintenance Supplies - PW
04/20/2023	93316	Sisul Engineering	5,550.00	Professional Fees - PW
04/20/2023	93317	SSW Consulting, LLC	451.66	Meeting Facilitation - Admin
04/20/2023	93318	Stein Oil Co. Inc.	4,020.48	Gasoline - PD/PW
04/20/2023	93319	TransUnion Risk and Alternative	81.00	Data Research - PD
04/20/2023	93320	Trio Community Meals	1,828.06	Meal Program Supplies - SC
04/20/2023	93321	Tyler Technologies, Inc.	33,588.96	Annual Software Support - Admin
04/20/2023	93322	USA Blue Book	1,210.32	Sampling Station - PW
04/27/2023	347	CIS Trust	61,780.03	Monthly Health Insurance
04/27/2023	348	HRA VEBA Plan	3,333.46	Employer VEBA contribution
04/27/2023	349	MissionSquare Retirement	8,735.76	Voluntary Payroll Deferred Comp
04/27/2023	93323	Axa Equi-Vest	7,874.16	Voluntary Payroll Deferred Comp
04/27/2023	93324	Clackamas Community Federal Credit Union	1,113.08	GPA Union Dues
04/27/2023	93325	Equitable	1,403.83	Non-PERS Retirement Pmt
04/27/2023	93326	Equitable Financial Life Insurance Co.	86.00	Non-PERS Retirement Pmt
04/27/2023	93327	Oregon AFSCME Council #75	1,121.77	AFSCME Union Dues
04/27/2023	93328	Oregon Department of Justice/Child Support	343.20	Child Support
04/27/2023	350	3J Consulting, Inc.	12,697.92	Planning/Code Compliance - Admin/PD
04/27/2023	351	Metereaders	2,379.81	Metereading Service - PW
04/27/2023	93329	Allstream	180.80	Land lines - PW
04/27/2023	93330	American Medical Response	200.00	Blood Draws - PD
04/27/2023	93331	Applied Concepts Inc.	2,217.50	Lidar Unit - PD
04/27/2023	93332	Canon Financial Services, Inc.	1,469.54	Copier Leases/Usage - IT
04/27/2023	93333	Conсор North America, Inc.	4,693.00	Professional Svc/Annual Rpt - Admin
04/27/2023	93334	Elite Window Tinting, LLC	229.00	Vehicle Modification - PD
04/27/2023	93335	Ferguson Enterprises	3,728.39	Water System/Irrigation Parts - PW
04/27/2023	93336	Hach Company	154.70	Flowmeter Data Plan - PW
04/27/2023	93337	Portland General Electric	176.16	Electricity Usage - PW
04/27/2023	93338	Quadiant Leasing USA Inc.	416.55	Postage Meter Lease - Admin
04/27/2023	93339	SeaWestern	280.48	Compressor Repair - PW
04/27/2023	93340	Stein Oil Co. Inc.	3,397.72	Gasoline - PD/PW
04/27/2023	93341	Traffic Safety Supply Co. Inc.	65.00	Transfer Tape - PW
04/27/2023	93342	United States Postal Service	1,208.70	Newsletter Postage
04/27/2023	93343	Walter E. Nelson Co.	2,180.86	Park Maintenance Supplies - PW

Total General Fund Checks:	<u>\$ 1,558,869.79</u>
<u>Urban Renewal Fund Checks:</u>	-
Total April 2023 Checks:	<u><u>\$ 1,558,869.79</u></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	142.50				3,890.00
Meeting Attendance	-	-	-				-
Governance/City Council	802.50	370.50	342.00				3,593.60
Meeting Attendance	3,457.72	655.50	1,329.86				11,114.58
Intergovernmental	-	-	-				342.00
Meeting Attendance	-	-	-				228.00
Land Use/ Community Development	723.01	1,054.65	1,197.00				13,081.91
Meeting Attendance	-	855.00	484.50				1,339.50
Parks & Recreation	342.00	-	171.00				513.00
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	1,083.00				11,516.85
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	-	4,000.00				9,312.50
Urban Renewal	-	-	-				-
Total	\$ 13,776.55	\$ 7,281.48	\$ 8,749.86	\$ -	\$ -	\$ -	\$ 84,091.80



Public Works

Staff Report for May 2023

Report Date : June 5, 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.
- Park irrigation has been turned on and repaired where needed.
- Mowing parks weekly, Meldrum's main field is being mowed twice a week.
- Splash Pad being serviced, repairs being made to prepare for the opening in June.
- Drinking fountains at our local parks have been turned on for the summer season.
- Graffiti clean-up continues on a regular basis in our parks and public areas.





Dierickx Park is a busy place this time of year with baseball and softball games almost nightly. Staff preps the fields prior to daily games for our local youth organizations. Crews prep fields at both Dierickx and Meldrum Bar throughout the baseball and softball season.

In an effort to reduce the amount of garbage that makes its way into our local rivers, staff recently installed garbage cans with tethers at High Rocks Park. We hope that these garbage cans will be used for the intended use not thrown into the river while reducing the amount of garbage on the banks of the river. Portable restrooms have been added to High Rocks Park, these are also chained to the fencing at the upper end of the park.



STREETS:

This time of year, you will see the Streets crew out prepping our roadways for upcoming projects such as our Asphalt Repair Project and our Annual Slurry Seal Project. Crews are working to fill potholes, crack sealing in various areas in town for these upcoming projects.

We encourage residents to contact the Public Works Dept. to report potholes, crews work to fill potholes and address these matters quickly.



FACILITIES:

- Twice a month Facility Inspections “Ongoing”
- Fire Department Exterior Wall Prepped for Painting. The now exterior wall that was shared by the old City Hall building has since been repaired and prepped to be painted to match the rest of the fire department building.
- Security Cameras Serviced and Cleared of Debris. Public Works assisted IT with the removal of water located inside the facilities security cameras and the clearing of foliage and debris that was blocking line of sight.
- New AED Devices have been installed in all City facilities with the required signage.



Recently staff had to address an ongoing matter at the Senior Center with a toilet that has been being clogged due to non-flushable items. The single use restroom at the Senior Center has been plagued with regular back-ups due to these items being forcibly flushed down the toilet. Facilities staff attempted to “snake” and CCTV the lateral but were unsuccessful. Mr. Rooter was brought in to Hydro Jet the lateral. They were able to bust through the blockage and remove the non-flushable items from the sewer lateral.

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 as required.
- Water Department work orders for misc. customer requests and identified leak repairs.
- Door Hangers and water meter shut offs for non-payment
- Performed Maintenance on fire Hydrants with the help of a representative from Waterous; hydrant maintenance is still on going.
- Valve Box inspections; inspecting every valve in the City system.
- Daily locates, citywide.

Water crews came across a broken fire hydrant at the intersection of Columbia and 82nd Dr. There was no reports of this hydrant being damaged in an vehicle accident, but crews will be making the repairs soon. The hydrant performed, as it should with an impact, by separating from the “break-a-way coupling”.



The Water crew repaired a water leak at 335 Patricia Drive, using the vactor truck to hydro-excavate the site, crews were able to make a timely repair on this dual service line.



SEWER:

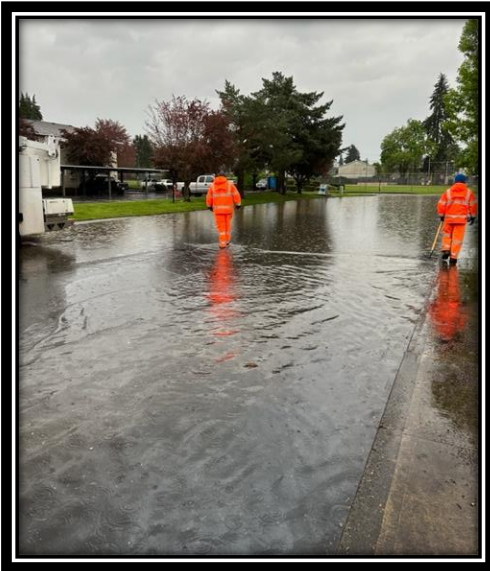
- Going through camera footages of the city's sewer system to identify issues that need to be addressed.
- Continuing to correct the sewer mapping system on GIS and performing map investigations
- Call out for a Sewer backup at Gladstone Toyota. (pics)
- Investigated Sewer back up at 20105 Mcloughlin Blvd
- Cleaned Sewer Hotspots



Sewer crews responded to a sewer backup at Gladstone Toyota, to assist in the investigation crews used red dye to verify that the lines were running clear on the City side.

STORM:

- Street Sweeping as per monthly schedule
- Mucked out the pipe outfall to the Risley ditch and cleaned the storm line with the vector jet truck. (Pic)
- Investigated and cleaned the storm system at Barbary Place due to the over capacity during the rain storm
- Investigated storm line issue at Gladstone Nissan due to flooding. Investigation is on going
- Clean catch Basins as per NPDES permit
- Ongoing maintenance on the city's outfalls/open ditches before during and after rain events.
- Maintained Public works yard basin and structures quarterly and as needed
- Reconstructed Public works decant facility for better operations
- Regular updates and corrections to the storm system mapping on GIS and performing map investigations



Gladstone was hit with a severe rain event which caused flooding at several areas of town, while our system worked as it should, it was simply over capacity with the amount of rain that fell in a very short time period. Risley Ave. was flooded due to the Risley ditch being over capacity; being a natural area it took longer for the waters to recede.



Community partnerships with The Lower Columbia Estuary Partnership conducted five student field trip cleanup events at Meldrum Bar Park. Students participated in blackberry removal, water quality sampling and educational canoe trips. Over 150 students and 25 volunteers attended the event and removed 5 yards of blackberries.

SOLVE completed a trash cleanup event at Meldrum Bar Park, which was sponsored by Clackamas County Water Environment Services. 21 volunteers removed 837 lbs. of trash. These volunteer efforts make a huge difference in our park system.



SAFETY TRAINING:

Public Works had two safety meetings this month

- Monthly Safety Meeting # 1 – Confined Space Entry (CSE) Training. Ritz Safety provided classroom and field training for our annual CSE Training.
- Monthly Safety Meeting # 2– Heat Stress in the Workplace. Zeb Sowers did a presentation on the signs and symptoms of heat stress. Crewmembers got a refresher on how to prevent heat related illness and signs to look for in preparation for summer weather.



ADMINISTRATION:

- Tentative agreement reached between Oaklodge Water and the City of Gladstone for water and wastewater services.
- Reviewing 100% drawings for the I & I Phase 1 and 2 project. RFP to follow.
- Working on completing Gladstone's Clackamas County Multi-Jurisdiction Natural Hazard Mitigation Plan Addendum.
- Planning and site work 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 the Clackamas WES design team to coordinate planning for possible Gladstone utility relocations on 82nd Drive to allow for installation of 30" WES sanitary piping.
- Conducting design review for the Gladstone Library project and Webster Ridge Parking Extension Project
- 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.
- Pre-Construction Meeting with contractor for the Webster/Cason Crossing Project. Mobilization starting June 6th with construction beginning the week of June 12th.
- Working with Backflow Management Inc. (BMI) on the City's water system 2022 Consumer Confidence Report.
- Working with the Clackamas WES design team to coordinate planning for possible Gladstone utility relocations on 82nd Drive to allow for installation of 30" WES sanitary piping.
- 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.
- Working with North Clackamas Watersheds Council to coordinate May-October temperature monitoring on Rinearson Creek adjacent to the Olsen Wetlands and at Meldrum Bar Park.
- Participated in a Clackamas River Spill Committee table to exercise.
- Attended a Clackamas County WES Cleanwater Exchange Group meeting.
- Attended a Clackamas River Water Providers work session.
- Attended an EPA Cyber Security Webinar.
- Attended a Regional Water Providers Consortium Emergency Planning Committee meeting.
- Attended a Clackamas County Stormwater Co-permittee meeting.
- Hosted a Webster Road and Cason Road Pedestrian Crossing Project pre-construction meeting.

Gladstone Police Department
Monthly Report
May 2023





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



CHIEF'S REPORT

May 2023

Greetings,

As many of you have noticed, yards are blooming with flowers and different plants that have been planted and grass is growing at a much higher rate since the sun has come out. Code Enforcement has been forced to send out numerous correction notices about tall grass and weeds due to complaints the police department has received. I am happy to say that a majority of the tall grass and weeds has been corrected and your police department appreciates the response along with the neighbors. I ask that our community remains diligent in controlling yards to prevent code violations as outlined in the Gladstone Municipal Code 8.04.141.

Homeowners may not be aware but as a homeowner, you are responsible for vegetation on any property within the public rights-of-way adjacent to your property. This includes the public right-of-way where vegetation grows between the sidewalk and street. This is also outlined in the Gladstone Municipal Code, 8.04.141. Code Enforcement is actively working on many areas of the city to correct violations focusing on city beautification. Thank you for doing your part and making Gladstone a great place to live and play.

Sincerely,

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

John Schmerber, Chief of Police



GLADSTONE POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT

MAY 2023



"Respect ~Service ~Character ~Passion"

GENERAL STATISTICS/TYPE	THIS MONTH	YTD THIS YEAR	YTD LAST YEAR	% +/-	TOP 5 TRAFFIC CITE CHARGES	
Dispatched Incidents	562	2455	2455	0.00%	Speeding	44
Officer Initiated Incidents	406	2365	2260	4.65%	Driving While Suspended	15
Total Number of Incidents	968	4820	4715	2.23%	Driving Uninsured	13
Police Reports Filed	275	1373	1537	-10.67%	Improper Display of License	8
Traffic Contacts	253	1694	1302	30.11%	No Operators License	7
Citations Issued (Charges)	121	832	785	5.99%	ALARM ADMINISTRATION REPORT	
Parking Citations	15	47	45	4.44%	Renewals Billed	14
DUII	4	16	18	-11.11%	Renewal Fees Collected	\$300.00
Community Policing Contacts	16	68	105	-35.24%	New Permits Issued	2
Murders	0	0	0	0.00%	False Alarms w/No Permit	3
K9 Deployments	3	11	21	-47.62%	1st false Alarm Events	6
Tow Releases	2	12	8	50.00%	2nd False Alarm Events	1
					3rd False Alarm Events	1
					4th False Alarm Events	1
					5th False Alarm Events	1
					False Alarm fees collected	600
					False Alarm fees billed	\$450.00
					Late Fees Collected	\$25.00



**GLADSTONE POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT**

MAY 2023

"Respect ~Service ~Character ~Passion"



SELECTED CALLS FOR SERVICE**	THIS MONTH	YTD THIS YEAR	YTD LAST YEAR	% +/-	SPECIFIC OVERTIME CATAGORIES	HOURS
Abuse/Neglect	4	13	15	-13.33%	Shift Coverage	212
Accident/Injury or Fatal	2	10	8	25.00%	Court	26.25
Accident/Property Damage	8	36	31	16.13%	Training	6.25
Assault	5	10	12	-16.67%	Presentations/Meetings	11.5
Burglary	4	14	9	55.56%	Traffic Grant	39.25
Domestic/Family Dist.	15	82	75	9.33%	Special Assignment	11.5
Drugs/Narcotics	5	10	6	66.67%	K9	46.5
Disturbance-Fights-Noise	21	52	60	-13.33%	SRO	5.25
Forgery/Fraud	9	46	41	12.20%		
Hit and Run	3	24	20	20.00%		
Ordinance Violations	38	84	40	110.00%		
Runaway/Missing	4	16	23	-30.43%		
Sex Offense	3	7	23	-69.57%		
Suicide Attempt/Threat	3	21	24	-12.50%		
Suspicious Person or Circumstance	72	259	296	-12.50%		
Thefts	25	86	115	-25.22%		
Trespass/Prowler	13	46	56	-17.86%		
Vandalism	4	23	53	-56.60%		
Vehicles Recovered	5	19	18	5.56%		
Vehicles Stolen	2	18	34	-47.06%		
Death(Not Suicide/Murder)	3	5	5	0.00%		

**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

May 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 Incidents 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 May 24, 2023, Officers were dispatched to a disturbance at River Run Apartments, 929 Risley Avenue. Gladstone, Oregon 97027. It was reported that a suspect was causing a disturbance, she was yelling at everyone who came close to her. The reporting party reported that the suspect was using racial slurs to him and other people on scene. When the reporting party passed by the suspect, she said "We don't need any ni**ers around here". No crime occurred during the incident; however, the suspect was arrested on an outstanding warrant.

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



**GLADSTONE POLICE DEPARTMENT
CODE ENFORCEMENT MONTHLY
REPORT TO CHIEF AND COUNCIL**



**CODE ENFORCEMENT OFFICER
MONTHLY REPORT**

Prepared by Sammy Unda

May 2023

- 1 Noise Complaints
- 3 Parking Citations
- 2 Property
- 22 Community Contacts
- 3 Business License Violations
- 14 Abandoned Vehicle/RV calls for service
 - 11/14 resolved
 - 3/14 unresolved (continuously called in RV's & trailers)
- 30 Ordinance Violations calls for service
 - 15/30 noxious vegetation issues. 12/15 resolved.
 - 4/30 animal related issues. 4/4 resolved.
 - 1/30 junk keeping issue. 1/1 resolved.
 - 1/30 barking dog issue. 1/1 resolved.
 - 9/30 Miscellaneous

75 Total Calls/Community Contacts

NEW CASES:

Park Way Neighborhood HOA (*in progress*)

5/10/2023 Case # 21-014795

A non-operational Homeowner's Association has left three large lots in the Park Way neighborhood with an abundance of overgrown vegetation, causing some concerns of rodent harborage and potential fire hazards. The HOA was erected in the 1970's, in hopes to turn these green spaces into parks. Some years after its creation, the HOA disappeared and stopped collecting dues.

It is suspected that these green spaces have been untouched since the mid-1970's.



GLADSTONE POLICE DEPARTMENT CODE ENFORCEMENT MONTHLY REPORT TO CHIEF AND COUNCIL



CODE ENFORCEMENT OFFICER MONTHLY REPORT Continued....



Continuous follow up is needed for this project.

Goals include gathering neighborhood volunteers to help slowly clean up the space, and educate the neighborhood on legal options/avenues moving forward.

Fence line along 82nd, starting at about Edgewater (completed)

5/20/2023

The weeds and blackberry bushes along the fence line have been removed and the sidewalk is useable again. Clackamas County Corrections had a work crew clean up the overgrown vegetation.



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

City right-of-way between Ipswich & Jersey St. (completed)

5/15/2023

An ice storm from two years ago caused a line to disconnect and hang from other active lines (live wires). The line was found entangled in vegetation. Public works was contacted and helped take the inactive line down, clearing the hazard.



6/3/2023 (in progress)

A new paint job is needed for street curbs along Los Verdes Townhomes. Public works will assist with this task. The goal is to keep vehicles from parking in this area so other drivers have visibility when exiting the lot





GLADSTONE POLICE DEPARTMENT DETECTIVES MONTHLY REPORT TO CHIEF AND COUNCIL



DETECTIVES MONTHLY REPORT

Prepared by Detective Fich

May 2023

New Cases Assigned:

1. 23-009639 Rape. Assigned 05/09/23
2. 23-009913 Sexual Abuse. Assigned 05/13/23

Current Caseload:

1. 23-007287 Sexual Abuse. Assigned 04/10/23. (Awaiting DNA forensic results)
2. 23-007432 Sexual Abuse. Out-of-state referral (Great Falls, Montana) Assigned 04/10/23
3. 23-008953 Officer Involved Shooting. Clackamas County Interagency Major Crimes Team (MCT) call-out 04/30/23
4. 23-009639 Rape. Assigned 05/09/23
5. 23-009913 Sexual Abuse. Assigned 05/13/23

Cases Cleared:

1. 23-001039 Child Abuse (physical assault) Case forwarded to the Clackamas County District Attorney's Office for review on 05/29/23



**GLADSTONE POLICE DEPARTMENT
K9 MONTHLY REPORT
TO CHIEF AND COUNCIL**



K9 MONTHLY REPORT

Prepared by: Officer Olson

May 2023

K9 Nanuk is a six ½ 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	0	3	16

Nanuk and I responded to a reported burglary in progress within the city. Upon arrival, we learned the residence was secure so K9 Nanuk did not need to be deployed. Another officer and I searched the residence and located a picture that had fallen off the wall. The homeowner heard this and thought someone was inside their residence.

K9 Nanuk and I assisted as a containment team on two calls.



GLADSTONE POLICE DEPARTMENT OPERATIONS MONTHLY REPORT TO CHIEF AND COUNCIL



OPERATIONS MONTHLY REPORT

Prepared by **Sgt. Okerman**

May 2023

5/16 A vehicle entering Meldrum Bar Park failed to yield to a bicyclist and hit it. The bicyclist had minor injuries and was transported to the hospital. The driver was cited for traffic violations. The Fire Department took the damaged bicycle back to the owner's house.

5/21 A disturbance was called in to a problem house on Caldwell Rd. Officers responded but were unable to make any arrests. This property was identified as a chronic nuisance and the PD is working with the property owner to develop an abatement plan.

5/23 Several calls were made about a couple causing repeated disturbances around an apartment complex on W Hereford St. Officers were able to identify the problem and eventually worked to a solution which included the intoxicated subjects leaving the area on foot until they were sober to retrieve their car.

5/28 Two teens called in to report a subject was intoxicated in his vehicle at Safeway. The right front tire of his van was missing the tire and he had been driving on the rim. When officers arrived the subject had walked away but they were able to quickly find the subject and began a DUII investigation. The subject failed field sobriety tests and had an open container in the vehicle. At the jail the subject had a .16% BAC.

5/30 GPD called out the Clackamas County Mobile Crisis Response Team to assist with two subjects suffering from mental health issues. The MCRT was very helpful and handled one of the issues without needing GPD present.

5/31 While on a call an officer witnessed a driver throw an aluminum can from a passing car. The officer stopped the car for the littering violation. Another officer assisted in retrieving the can which turned out to be a can of wine. The driver admitted to drinking the wine in the car and was cited for open container (drinking alcohol in a car) and littering. The driver was not too impaired to drive.



GLADSTONE POLICE DEPARTMENT OPERATIONS MONTHLY REPORT TO CHIEF AND COUNCIL



OPERATIONS MONTHLY REPORT

Prepared by **Sgt. Graves**

May 2023

05/02/23- Officers located a stolen vehicle in the 17000 block of Webster Rd. Several items related to possible identity theft were located in the vehicle as well.

05/03/23- Officers responded to the Safeway parking lot on a welfare check of two people in a vehicle that appeared to be sleeping. Officers arrived and saw in plain view drug related items. Officers contacted the occupants and determined that the male had an outstanding warrant for his arrest. He was taken into custody without incident. No other crimes were determined to have occurred.

05/11/23- Officers responded to Oatfield and Caldwell Rd on an injury accident. Officer arrived and rendered aid to the injured driver. Medics arrived a short time later. It was determined that one vehicle pulled out in front of the other vehicle. One driver was transported to the hospital with no life threatening injuries.

05/12/23- It was reported to GPD by a mandatory reporter, that a student that attends Gladstone High School made a threat to "shoot up and bomb" the school. Officer spoke to the mandatory reporter who indicated that student was already being held on a mental health hold and was not a current danger. Officers spoke with the parents of the student and made sure there was no access to weapons. After further investigation it was determined the threat from the student was more of a manipulation to get his personal electronics back.

05/13/23- Officers responded to a death investigation in the 19300 block of Howell St. The information provided to the officers was second hand, and when officers arrived, there was no one on scene. Officers located the subject found deceased in the basement. The circumstances surrounding the death appeared abnormal and there was no one else there. Officer contacted the Medical Examiner's office who responded to the scene. GPD Detectives were also notified and came to the scene. After the investigation, it was determined the subject died of natural causes.

05/15/23- Officers recovered a stolen vehicle from the 18100 block of Oatfield road. No arrests were made and the vehicle was returned to the owner.

OPERATIONS MONTHLY REPORT Continued....

05/13/23- GPD hosted the annual Drug take back/Shred/E-Recycling event at the Civic Center. It was a huge success. The Robotics club collected many electronic items that would otherwise end up in a landfill. The PD collected over 50 lbs. of unwanted prescriptions drugs. The document shred truck hardly stopped for the entire 4 hours it was there.



05/20/23- GPD hosted the annual Bike Rodeo at the Civic Center. The weather was great and it was well attended. Officers and volunteers handed out over 40 helmets to kids of all ages. Many of them rode their bikes through the obstacle course. A big thanks to Tigard PD for use of their bike trailer, which provided bikes to use to ride through the obstacle course if they did not have one. In addition, members of the GHS Key club, Gladstone City Council and the Gladstone Traffic Safety Committee helped man the course, teach bike safety and fit helmets correctly.



OPERATIONS MONTHLY REPORT

Prepared by Sgt. Hutchinson

May 2023

05/03/23 Wednesday – Gladstone Officers responded to complaints from Tukwilla Springs about someone coming door to door and making threats. No one was found and no complainant was located.

A woman was walking her dog at Cross Park and was attacked by another dog that was off leash. Her leg was bleeding and the other party took off on foot and was not able to be located.



05/04/23 Thursday – Officers responded to a crash off Webster and Charlolais. A vehicle drove off the road and collided with a parked vehicle. Witnesses saw the driver and passenger of the suspect vehicle switch places prior to our arrival. Upon questioning, they admitted to switching places in an attempt to avoid a Driving While Suspended citation.

05/05/23 Friday – Officers responded to a welfare check at the Gladstone Safeway. A man was reported to be falling asleep behind the wheel of a U-Haul Truck in the parking lot. We contacted him and it appeared he had been under the influence of drugs recently. The VIN number of the U-Haul was checked, and it turned out it was a reported as stolen vehicle. The driver was taken into custody and the U-Haul was impounded.





GLADSTONE POLICE DEPARTMENT OPERATIONS MONTHLY REPORT TO CHIEF AND COUNCIL



OPERATIONS MONTHLY REPORT Continued....

Officers responded to the Rivergreen Apartment on a domestic disturbance call. The female reported to have been assaulted and choked by her live in boyfriend. The Boyfriend was arrested for Assault DV and Strangulation.

05/06/23 Saturday – Gladstone Officers, Oregon City Officers, and Clackamas County Deputies stopped a vehicle that was traveling over 90 mph on I205. The driver was uncooperative and after an investigation was arrested for DUII.

Gladstone Officers attempted to stop a speeder on 82nd Drive. It continued to flee toward a park in Clackamas County. The vehicle was spiked by Clackamas County Deputies where it crashed nearby the Safeway Distribution Center. The man was suicidal and started cutting himself. The man was eventually taken into custody and medically treated.



05/10/23 Wednesday – Officers responded to a theft in progress call at Walgreens, of several hundred dollars’ worth of merchandise. The suspects were placing the items into bags inside the bathroom. They left on foot prior to our arrival.



05/13/23 Saturday – An abandoned vehicle left at the church on W Gloucester, turned out to be involved in a theft of a mobile home and the suspects had fled the vehicle earlier that day. I notified Clackamas County Sherriff’s Office, as it was their case. They wrote a search warrant for the vehicle and the vehicle was towed to their lot as evidence.



GLADSTONE POLICE DEPARTMENT OPERATIONS MONTHLY REPORT TO CHIEF AND COUNCIL



OPERATIONS MONTHLY REPORT Continued....

05/14/23 Sunday – An armed robbery occurred at the High Rocks Park. A group of teens had their vehicle stolen, the driver of the vehicle was severely beaten and his female passenger was pistol whipped. The stolen vehicle was tracked to NE Portland from one of the victim's cell phones that was left in the car. The vehicle was ultimately located in Gresham, but no suspects were located at this time.

05/19/23 Friday – Officers responded to a theft from Walgreens. The suspect was loading up a backpack with merchandise. The suspect was located a short distance from the store and had the merchandise with him. He was arrested without incident.

05/20/23 Saturday – Officers responded to a theft in progress at Safeway. The suspect took a cart load of groceries and left in a vehicle with the tailgate open to obscure the license plate. No suspect could be located.

05/24/23 Wednesday – Officers responded to a disturbance where a woman was outside her apartment yelling at her neighbors and using racial slurs. The woman had an outstanding warrant and was arrested. A Bias Incident was documented for her use of racial slurs towards a minority.

05/31/23 Wednesday – Officer responded to a theft from Walgreens, the suspect was located near the store with the stolen items in his possession. He was arrested without incident.

RECORDS UNIT MONTHLY REPORT

Reported by: Executive Assistant Kristi Walls

May 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. Kim and Linda Sieckman were our winners last month. The correct answer was on the walking bridge.



We had two coloring contest winners from the Bicycle Rodeo. Weylen and Elora were our two big winners. Thank you to everyone who participated!



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 **50** bike helmets in May.

**RECORDS UNIT MONTHLY REPORT
Continued.....**

On May 26, we wished School Resource Officer, Mark Herkamp a fond farewell. Officer Herkamp took an early retirement to pursue one of his many dreams.





Where is K9 Nanuk? June 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 TRAINING UNIT MONTHLY REPORT TO CHIEF AND COUNCIL



TRAINING UNIT MONTHLY REPORT

Prepared by: **Sergeant Okerman**

May 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
Orr	Leadership	No	80
Unda	Use of Force	Yes	6
Total			86

Officer Orr attended the Metro Sergeants Academy. This high quality training sets Officer Orr up for future assignments as a Senior Officer and leadership positions in the department.

New CSO Sammy Unda started on May 1st. There has been lots of new employee orientation and training on various systems. She received specific training on use of force and de-escalation as it pertains to her role and self-defense. She brings a wealth of knowledge in the code enforcement arena and is hard at work applying it.

The Clackamas County Mobile Crisis Response Team came to two-night shift briefings to do awareness training for their new team’s role and expanded hours.

GPD received high honors from Lexipol, our policy/risk/training partner. We received their Lexipol Connect 2022 Bronze award for Excellence in Law Enforcement Policy Management. This is a recognition of our hard work in maintaining an up to date policy manual and completing department wide Daily Training Bulletins in all areas of the policy manual.





City of Gladstone Monthly Planning Report

May 2023

PUBLIC CONTACTS/PLANNING ACTIONS

CUSTOMER CONTACT/ Planning Actions	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YEAR-TO-DATE TOTALS
Customer Service Counter Contacts	1	1	1	1	0								4
Customer phone/email Contacts	48	37	31	43	34								193
Building Permits with Land Use Review	4	6	2	4	8								24
Code Compliance Review	1	1	1	0	0								3
Pre-application Conferences	1	0	1	0	0								2
Administrative Decisions	2	2	0	0	0								4

PLANNING COMMISSION ACTIONS/DECISIONS

- No Planning Commission in May

CITY COUNCIL LAND USE ACTIONS/DECISIONS

- No Land Use Actions at Council in May

PRE-APPLICATION CONFERENCES

- None held in May

ADMINISTRATIVE PERMITS

- None in May 2023

BUILDING PERMITS WITH LAND USE REVIEW

Date	Address	Building Permit #	Description
05/05/23	18595 Portland Ave	G0000623	Public Works Building- Grading Permit
05/05/23	18595 Portland Ave	B0203923	Public Works Building- Bldg Permit
05/08/23	525 Landon Street	B0182423	Replace Retaining Wall
05/08/23	19405 McLoughlin Blvd	B0194023	Mazda of Gladstone- Bldg Permit (not approved- conditions of approval not met)
05/08/23	17445 Via Del Verde Dr	B0229523	Remodel of existing single-residential home
05/10/23	430 E Fairfield St	B0655022	Back Patio Canopy Replacement
05/23/23	16711 SE Valley View Rd	B0234323	Valley View Reservoirs Fall Protection Improvements (Railing)
05/23/23	275 W Ipswich St	B0210923	Addition of 3 dwelling units resulting in quadplex at full build-out

FUTURE ITEMS/PROPERTY UPDATES

Date	Topic
June	MR (Multi-Household Residential Zoning District) Updates Oregon Convention- Canopy Cover Wong's Building Supply

GLADSTONE MUNICIPAL COURT FROM MAY 2023

General Court Information from May 2023

- 69 traffic citations filed
- 109 violations disposed
- 10 misdemeanors filed
- 9 misdemeanors disposed
- 18 payment agreements entered
- 24 warrants were issued
- 43 payment reminders were mailed to defendants
- 35 driver's licenses were requested suspended
- 17 driver's licenses were released
- 28 violations were sent to collections
- 18 cases were sent to the Department of Revenue
- 1 Jury trial was held
- \$37,620.00 in violation fees assessed
- \$25,258.81 in violation fees paid
- \$5,293.92 in misdemeanor fees assessed
- \$8,143.54 in misdemeanor fees paid
- \$1,279.79 collection with Department of Revenue
- \$8,880.23 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	84	137	93	166	6	13	8	6	2	8	8	3	4
May	92	76	69	173	189	109	5	4	10	6	9	9	9	40	14
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	397	1772	1271	563	78	83	22	92	82	30	163	151	27

GLADSTONE MUNICIPAL COURT FROM MAY 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	50,087.50	40,979.85	26,349.01	45,057.40
May	50,745.00	57,275.00	37,620.00	22,791.29	27,039.72	25,258.81
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	\$208,492.50	\$315,470.81	\$308,459.10	\$136,410.53

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	12,564.00	14,939.91	6,962.43	10,229.69
May	4,737.00	7,062.00	5,293.92	5,646.16	1,841.15	8,143.54
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	\$48,909.92	\$89,411.35	\$60,121.61	\$31,052.58

Monthly Report Date: MAY 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:

The center captured 47 Info and Assistance calls coming in about inquiries regarding program/service needs, transportation, follow-up etc.

The center handled 75 reassurance calls out into the community to assist participants, gather resource info to assist, follow-up with other organizations/businesses that provide services. As well as 5 case management, calls to direct plan, support and assist our senior participants navigate the system.

We held 2 Multigenerational activities at lunchtime with over 50 children from John Wetten Elementary school in May 2023.

Guest Attendance

Total number of participants/guests, 964 this month

New monthly rental: NW Mental Health group will be rental our Planton Community room monthly

Rented the center for 2 events in May

Food Program/Home Deliveries and Volunteers

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 381 in-dining meals were served to our guests/participants.

We delivered 1916 Homebound meals to Gladstone community members.

Over the month, 160 food boxes were sourced, prepped, and delivered.

We reported 645.75 volunteer hours over the month, and 1 new volunteers.

We total 108 active volunteers.

Revenue from Meals in May: \$362 homebound \$844.32 congregate meals with donation funds

The Senior Advisory Board spent many hours working on how to discuss and share the work to rename the center, in the community, to the Council in work session in May. Each meeting was a team effort, and we all approached this process with a great deal of professionalism. We are proud of moving this topic further along. We await the June meeting for final consideration of the rename change.



May Highlighted requesting our interior painting project funding, signing contracts to fulfill the Kitchen Modernization project, acquiring assistive equipment for our new van, finalizing needed software data (Myseniorcenter.com) programming for the center, as well as working with the Senior Advisory Board to formalize the renaming of the center. May was FULL. We still managed to hold Lunch and Learn sessions at least 2x/month with Humana- Medicare options, Music History by a local retire DJ, Long Term Care planning sessions, and Footcare clinics. We had quite a few volunteers out on vacations and/or sick time away. We continued to manage getting fresh groceries weekly to the more vulnerable, and hot meals daily along with our 3x/week congregate meal service.

The center continues to offer a wonderful Friday adventure tram experience and it's typical sold out of seats by the 2nd week of the month. Thanks to our tram driver; Michelle McIntire

Rotary Community Bingo – held another successful and very fun community bingo at the center. Less than 100 participants of the community led to a decision to hold off on in BINGO for the summer months.

GEMS met and discussed water access and information in times of emergency. We planned a free training session at the end of June on Fire Prevention for the community to attend at the center by the Clackamas Fire Dept. **Nutrition program** Kitchen Modernization- A contract and details of selections by American Legacy Home + Construction LLC, were confirmed for June.

Gladstone Senior Foundation A contract between the Foundation and Str8EDgePainting Inc. Jerry Hancock– and color commitment was made and will begin the first week of June.

City of Gladstone Staff Report

Report Date : June 5, 2023
Meeting Date : June 13, 2023
To : Jacque Betz, City Administrator
Mayor and City Council
From : Darren Caniparoli, Public Works Director

AGENDA ITEM

Approve a public improvement contract for 2023 Pavement Management Program Slurry Seal project between the City of Gladstone and Blackline Inc.

History/Background

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

Cost Impact:

The cost to complete the work is \$110,187.30 staff recommends adding 10% contingency (\$11,018.73) for a total amount not to exceed \$121,206.03. This project will be funded from the budgeted Operations, Maintenance, and Repairs in the Street fund.

Proposal:

Staff proposes the Council approve the award of the bid as stated in the contract. A copy of the contract and general conditions are attached. Attachment A, is the bid results from the City of Hillsboro's RFP process and Attachment B is the map of Gladstone streets which are included in the Slurry Seal Project.

Options:

- Option 1:** Approve the award of the bid to Blackline, Inc. in an amount not to exceed \$121,206.03.
- Option 2:** Do not approve the award of the bid to Blackline, Inc. and decide not to proceed with the slurry seal project.

Recommended Staff Action:

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

"I move to award the bid for the 2023 Slurry Seal project to Blackline, Inc., for the not to exceed cost of \$121,206.03

 6/7/23
Department Head Signature Date

 6/7/2023
City Administrator Signature Date

Exhibit A

SCHEDULE "B": SLURRY SEALS													
2023 PAVEMENT MANAGEMENT PROGRAM (ITB#202302-10005)													
ITEM #	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		Blackline, Inc.		VSS International, Inc.		Doolittle Construction		One Way Trigger, LLC	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1.	Move-in, Bond, Insurance, Clean-up												
	A. City of Beaverton	L.S.	All	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,240.00	\$ 8,240.00	\$ 40,000.00	\$ 40,000.00	\$ 18,000.00	\$ 18,000.00
	B. City of Gladstone	L.S.	All	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,240.00	\$ 8,240.00	\$ 8,500.00	\$ 8,500.00	\$ 18,000.00	\$ 18,000.00
	C. City of Hillsboro	L.S.	All	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,240.00	\$ 8,240.00	\$ 8,400.00	\$ 8,400.00	\$ 18,000.00	\$ 18,000.00
	D. City of Milwaukie	L.S.	All	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,240.00	\$ 8,240.00	\$ 21,000.00	\$ 21,000.00	\$ 18,000.00	\$ 18,000.00
	E. City of Oregon City	L.S.	All	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,240.00	\$ 8,240.00	\$ 22,000.00	\$ 22,000.00	\$ 18,000.00	\$ 18,000.00
	F. City of Sherwood	L.S.	All	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,240.00	\$ 8,240.00	\$ 16,000.00	\$ 16,000.00	\$ 18,000.00	\$ 18,000.00
2.	Traffic Control and Public Notification												
	A. City of Beaverton	L.S.	All	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00	\$ 81,918.67	\$ 81,918.67	\$ 74,843.16	\$ 74,843.16	\$ 30,000.00	\$ 30,000.00
	B. City of Gladstone	L.S.	All	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 18,685.59	\$ 18,685.59	\$ 6,000.00	\$ 6,000.00	\$ 30,000.00	\$ 30,000.00
	C. City of Hillsboro	L.S.	All	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 19,761.82	\$ 19,761.82	\$ 6,000.00	\$ 6,000.00	\$ 30,000.00	\$ 30,000.00
	D. City of Milwaukie	L.S.	All	\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 12,000.00	\$ 51,732.01	\$ 51,732.01	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00
	E. City of Oregon City	L.S.	All	\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 12,000.00	\$ 24,838.29	\$ 24,838.29	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00
	F. City of Sherwood	L.S.	All	\$ 20,000.00	\$ 20,000.00	\$ 8,000.00	\$ 8,000.00	\$ 28,076.12	\$ 28,076.12	\$ 11,500.00	\$ 11,500.00	\$ 30,000.00	\$ 30,000.00
3.	Street Preparation and Application of Type II Asphalt Emulsion Slurry Seal	SQ. YD.	477,307	\$ 1.85	\$ 883,018.36	\$ 1.90	\$ 906,883.72	\$ 1.74	\$ 830,514.56	\$ 1.93	\$ 921,202.93	\$ 1.95	\$ 930,749.08
4.	Install/Replace Pavement Markings per Manual of Uniform Traffic Control Devices												
	A. Reflective Raised Pavement Markers, Bidirectional, Blue	EA.	112	\$ 15.00	\$ 1,680.00	\$ 22.00	\$ 2,464.00	\$ 21.60	\$ 2,419.20	\$ 20.00	\$ 2,240.00	\$ 23.00	\$ 2,576.00
	B. Reflective Raised Pavement Markers, Bidirectional, White	EA.	11	\$ 15.00	\$ 165.00	\$ 10.00	\$ 110.00	\$ 9.18	\$ 100.98	\$ 8.50	\$ 93.50	\$ 10.00	\$ 110.00
	C. Reflective Raised Pavement Markers, Bidirectional, Yellow	EA.	54	\$ 15.00	\$ 810.00	\$ 10.00	\$ 540.00	\$ 9.18	\$ 495.72	\$ 8.50	\$ 459.00	\$ 10.00	\$ 540.00
	E. 4" Round Pavement Markers - Yellow	EA.	30	\$ 25.00	\$ 750.00	\$ 8.50	\$ 255.00	\$ 7.56	\$ 226.80	\$ 7.00	\$ 210.00	\$ 8.00	\$ 240.00
	F. Striping, White, 4", Thermoplastic	L.F.	1,358	\$ 3.75	\$ 5,092.50	\$ 2.00	\$ 2,716.00	\$ 2.00	\$ 2,716.00	\$ 1.85	\$ 2,512.30	\$ 2.00	\$ 2,716.00
	G. Striping, White, 6", Thermoplastic	L.F.	2,655	\$ 3.75	\$ 9,956.25	\$ 2.50	\$ 6,637.50	\$ 2.43	\$ 6,451.65	\$ 2.25	\$ 5,973.75	\$ 2.60	\$ 6,903.00
	H. Striping, White, 8", Thermoplastic	L.F.	517	\$ 2.00	\$ 1,034.00	\$ 3.50	\$ 1,809.50	\$ 3.24	\$ 1,675.08	\$ 3.00	\$ 1,551.00	\$ 3.50	\$ 1,809.50
	I. Striping, Yellow, 12", Thermoplastic	L.F.	1,744.4	\$ 12.50	\$ 21,805.00	\$ 15.00	\$ 26,166.00	\$ 13.66	\$ 23,828.50	\$ 12.65	\$ 22,066.66	\$ 15.00	\$ 26,166.00
	J. Striping, Yellow, 4", Thermoplastic	L.F.	6,922	\$ 2.25	\$ 15,349.50	\$ 2.00	\$ 13,644.00	\$ 2.00	\$ 13,644.00	\$ 1.85	\$ 12,620.70	\$ 2.00	\$ 13,644.00
	K. Left/Right Turn Arrow, Thermoplastic	EA.	2	\$ 300.00	\$ 600.00	\$ 450.00	\$ 900.00	\$ 405.00	\$ 810.00	\$ 375.00	\$ 750.00	\$ 450.00	\$ 900.00
	L. 24" x 10" White Crosswalk Rectangles, Thermoplastic	EA.	37	\$ 300.00	\$ 11,100.00	\$ 325.00	\$ 12,025.00	\$ 270.00	\$ 9,990.00	\$ 250.00	\$ 9,250.00	\$ 300.00	\$ 11,100.00
					\$ 1,131,360.61		\$ 1,079,150.72		\$ 1,167,325.00		\$ 1,173,173.00		\$ 1,285,453.58
													\$ 997,453.58

Bid Submittal Total: \$ 997,453.58

Exhibit B

Gladstone Slurry Seal Map 4

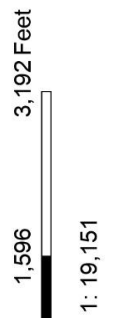


Legend

- Street Names
- Taxlots
- City Limits
- Basemap

Notes

Overview Map



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



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

Map created 1/24/2023



Public Improvement Contract

Contract No. City of Gladstone 2023 Pavement Management Program Slurry Seal

Contractor Information:

Business Name: Blackline, Inc.

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

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

Phone Number: 503.228.4321 (business) 509.218.1221(Cell)

Email: Cody@blacklineinc.net

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

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

The parties agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

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

ARTICLE 3 – ENGINEER/PM

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

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

ARTICLE 4 – CONTRACT TIMES

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

Contract and “Work” Time Dates:

Contract Start Date:	XXXXXX, 2023
Anticipated Start Date:	XXXXXXXX, 2023
Anticipated Final Completion Date:	XXXXXXXX, 2023

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner will pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to a Lump Sum that is not to exceed: **\$121,206.03** (includes a 10% contingency). All specific cash allowances are included in this price and have been computed in accordance with the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

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

Exhibit “A” Schedule “B”, Slurry Seals ITB: 202302-10005

Exhibit B Gladstone Map of Included Streets

ARTICLE 10 - MISCELLANEOUS

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

SIGNED:

OWNER
City of Gladstone, Oregon

CONTRACTOR
Blackline, Inc.

Signature
Jacque Betz

Signature
Cody Lorenzen

Title

Title

Date

Date

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

TABLE OF SECTIONS

SECTION A
GENERAL PROVISIONS

- A.1 DEFINITION OF TERMS
- A.2 SCOPE OF WORK
- A.3 CONTRACT DOCUMENTS
- A.4 INTERPRETATION OF DOCUMENTS
- A.5 EXAMINATION OF PLANS, SPECIFICATIONS,
AND SITE
- A.6 INDEPENDENT CONTRACTOR STATUS
- A.7 RETIREMENT SYSTEM STATUS
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SECTION B
ADMINISTRATION OF THE CONTRACT

- B.1 CONTRACTOR'S MITIGATION OF IMPACTS
- B.2 MATERIALS AND WORKMANSHIP
- B.3 PERMITS
- B.4 COMPLIANCE WITH GOVERNMENT REGULATIONS
- B.5 SUPERINTENDENCE
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- B.8 ACCESS TO RECORDS
- B.9 WAIVER
- B.10 ASSIGNMENTS/SUBCONTRACT
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SECTION A**

A.1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNER, means City of Gladstone, Oregon.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A.2 SCOPE OF WORK

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

A.3 CONTRACT DOCUMENTS

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

A.4 INTERPRETATION OF DOCUMENTS

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

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

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

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

A.4.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or

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

A.5 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

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

A.6 INDEPENDENT CONTRACTOR STATUS

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

A.7 RETIREMENT SYSTEM STATUS

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

A.8 GOVERNMENT EMPLOYMENT STATUS

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

SECTION B

CONTRACT ADMINISTRATION

B.1 CONTRACTOR'S MITIGATION OF IMPACTS

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

B.2 MATERIALS AND WORKMANSHIP

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

B.3 PERMITS

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

B.6 INSPECTION

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

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

B.4 COMPLIANCE WITH GOVERNMENT REGULATIONS

- B.4.1 Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Damages or costs resulting from noncompliance shall be the responsibility of Contractor.
- B.4.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and
- a) Contractor shall not discriminate against Minority, Women or Emerging Small Business enterprises in the awarding of subcontracts (ORS 279.111).
- b) Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.
- c) Failure to comply with any or all of the requirements of B.4.1 through B.4.3 shall be a breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.
- B.4.3 Unless contrary to federal law, Contractor shall certify that it shall not accept a bid or proposal from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids or proposals to the Contractor.
- B.4.4 Unless contrary to federal law, Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.
- B.4.5 Utility Notification Requirement for Excavation Work. **ATTENTION:** Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090.

B.5 SUPERINTENDENCE

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

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

B.7 SEVERABILITY

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

B.8 ACCESS TO RECORDS

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

B.9 WAIVER

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

B.10 ASSIGNMENT/ SUBCONTRACT

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

B.11 SUCCESSORS IN INTEREST

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

B.12 OWNER'S RIGHT TO DO WORK

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

B.13 OTHER CONTRACTS

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

B.14 GOVERNING LAW

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

B.15 ALLOWANCES

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

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

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

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

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

- B.16.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect/Engineer without action.
- B.16.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- B.16.5 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.
- B.16.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (i) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) a Change Order has been executed by Owner authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.
- B.16.7 In the event that Owner elects not to have the obligations and duties described under this Section B.16 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by Owner on the project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the Owner's Authorized Representative.

B.17 SUBSTITUTIONS

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

B.18 USE OF PLANS AND SPECIFICATIONS

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

B.19 FUNDS AVAILABLE AND AUTHORIZED

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

B.20 NO THIRD PARTY BENEFICIARIES

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

SECTION C

WAGES AND LABOR

C.1 WAGE RATES ON PUBLIC WORKS

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

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

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

C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS

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

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

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

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

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

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

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

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

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

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

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

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

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

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

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

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

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

C.3.3.2 If the Contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three (3) times the discount rate on a 90-day commercial paper in effect at the federal Reserve bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) days after the date when payment was received from the Owner or from the contractor but the rate of interest may not exceed thirty (30) percent (30%). The amount of interest may not be waived.

C.3.3.3 If the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Every contract related to this public contract shall contain a similar clause.

C.3.4 Pursuant to ORS 279C.580, Contractor shall include in each Subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:

- (a) A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the public contracting agency under such contract; and
- (b) An interest penalty clause that obligates the Contractor if payment is not made within 30 days after receipt of payment from the public contracting agency, to pay to the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to ORS 279C.580(3)(a). A Contractor or first-tier Subcontractor may not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from the public contracting agency or Contractor when payment was due.
- (c) The interest penalty shall be for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and computed at the rate specified in ORS 279C.515(2).
- (d) A clause which requires each of Contractor's Subcontractor's to include, in each of their contracts with lower-tier Subcontractors or suppliers, provisions to the effect that the first-tier

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

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

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

C.4 PAYMENT FOR MEDICAL CARE

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

C.5 HOURS OF LABOR

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

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

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

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

SECTION D

CHANGES IN THE WORK

D.1 CHANGES IN WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Labor.....	10%
Equipment.....	10%
Materials.....	10%

D.2 DELAYS

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

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

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

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

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

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

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

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

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

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

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

D.3 CLAIMS REVIEW PROCESS AND DISPUTE RESOLUTION

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

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

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

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

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

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

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

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

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

SECTION E
PAYMENTS

E.1 SCHEDULE OF VALUES

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

E.2 APPLICATIONS FOR PAYMENT

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

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

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

Signed: _____

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

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

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

E.3 PAYROLL CERTIFICATION REQUIREMENT

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

E.4 RETAINAGE

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

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

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

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

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

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

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

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

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

E.5 FINAL PAYMENT

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

SECTION F

JOB SITE CONDITIONS

F.1 USE OF PREMISES

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

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

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

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

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

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

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

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

F.3 CUTTING AND PATCHING

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

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

F.4 CLEANING UP

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

F.5 ENVIRONMENTAL CONTAMINATION

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

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

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

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

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

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

F.6 ENVIRONMENTAL CLEAN-UP

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

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

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

F.7 FORCE MAJEURE

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

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

SECTION G

BONDING AND INSURANCE

G.1 PERFORMANCE AND PAYMENT SECURITY

G.1.1 The Contractor shall furnish and maintain in effect at all times during the Contract Period, a bond to cover performance/payment in a sum equal to the Contract Price.

G.1.2 A performance/payment bond issued by a surety company authorized to do business in Oregon is the only acceptable form of performance/payment security, unless otherwise agreed to by the Owner in writing.

G.2 INSURANCE AND INDEMNIFICATION

G.2.1 Responsibility For Damages/ Hold Harmless:

G.2.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, personnel, or agents. Contractor shall indemnify, defend (with counsel of Owner's choice) and hold harmless the Owner against any claims arising from said damage, injury, loss, expense, inconvenience or delay.

G.2.2 Primary Coverage: Insurance carried by Contractor under this Contract shall be the primary coverage, and the Owner's insurance is excess and solely for damages or losses for which the Owner is responsible. The coverage's indicated are minimums unless otherwise specified in the Contract Documents.

G.2.3 Workers' Compensation: The Contractor, its Subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon Law for all their subject workers. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. The Contractor shall require proof of such Workers' Compensation by receiving and keeping on file a Certificate of Insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

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

G.2.4.1 Builder's Risk: During the term of this Contract, the Contractor shall maintain in force, at its own expense, Builder's Risk insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the Contract. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more. The policy will include as loss payees the Owner, the Contractor and its Subcontractors as their interests may appear.

G.2.4.2 Builder's Risk Installation Floater: The Contractor shall obtain, at the Contractor's expense, and keep in effect during the term of this Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under this Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. This insurance shall include as loss payees the Owner, the Contractor and its Subcontractors as their interests may appear.

G.2.5 LIABILITY INSURANCE

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

G.2.5.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering owned, non-owned and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.00 or the equivalent.

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

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

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

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

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

SECTION H
SCHEDULE OF WORK

H.1 CONTRACT PERIOD

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

H.2 SCHEDULE

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

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

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

I.2 WARRANTY WORK

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

SECTION I
CORRECTION OF WORK

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

SECTION J
SUSPENSION/TERMINATION OF THE WORK

J.1 OWNER'S RIGHT TO SUSPEND THE WORK

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

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

J.2 CONTRACTOR'S RESPONSIBILITIES

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

J.3 COMPENSATION FOR SUSPENSION

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

J.4 OWNER'S RIGHT TO TERMINATE CONTRACT

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

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

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

J.5 TERMINATION FOR CONVENIENCE

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

J.6 ACTION UPON TERMINATION

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

SECTION K
CONTRACT CLOSE OUT

K.1 RECORD DRAWINGS

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

K.2 OPERATION AND MAINTENANCE MANUALS

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

K.3 RELEASE OF LIENS AND CLAIMS

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

K.4 NOTICES

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

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

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

K.5 TRAINING

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

K.6 EXTRA MATERIALS

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

K.7 ENVIRONMENTAL CLEAN-UP

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

K.8 CERTIFICATE OF OCCUPANCY

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

K.9 OTHER CONTRACTOR RESPONSIBILITIES

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

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

SECTION L
LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

L.1 LAWS TO BE OBSERVED

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

- Energy, Department of
- Environmental Quality, Department of
- Fish and Wildlife, Department of
- Forestry, Department of
- Geology and Mineral Industries, Department of
- Human Resources, Department of
- Insurance and Finance, Department of
- Land Conservation and Development Commission
- Parks and Recreation, Department of
- State Lands, Division of
- Water Resources Department of

L.2 FEDERAL AGENCIES

- Agriculture, Department of
- Forest Service
- Soil Conservation Service
- Coast Guard
- Defense, Department of
- Army Corps of Engineers
- Energy, Department of
- Federal Energy Regulatory Commission
- Environmental Protection Agency
- Health and Human Services, Department of
- Housing and Urban Development, Department of
- Solar Energy and Energy Conservation Bank
- Interior, Department of
 - Bureau of Land Management
 - Bureau of Indian Affairs
 - Bureau of Mines
 - Bureau of Reclamation
 - Geological Survey
 - Minerals Management Service
 - U.S. Fish and Wildlife Service
- Labor, Department of
 - Mine Safety and Health Administration
 - Occupation Safety and Health Administration
- Federal Highway Administration
- Water Resources Council

L.4 LOCAL AGENCIES

- City Councils
- County Courts
- County Commissioner, Board of
- Design Commissions
- Historical Preservation Commission
- Planning Commissions

L.3 STATE AGENCIES

- Administrative Services, Department of
- Agriculture, Department of Soil and Water Conservation Commission
- Columbia River Gorge Commission

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

City of Gladstone Staff Report

Report Date : June 5, 2023
Meeting Date : June 13, 2023
To : Jacque Betz, City Administrator
Mayor and City Council
From : Darren Caniparoli, Public Works Director

Agenda Item:

Approval of an Intergovernmental agreement (IGA) between Clackamas County and the City of Gladstone for the replacement and programming of three (3) advanced transportation controller ("ATC") signal controllers within Gladstone.

History/Background:

Clackamas County was awarded federal funding through the Federal Transportation System Management and Operations ("TSMO") to install and program ATC signal controllers within the county. Gladstone currently has three (3) existing signal locations with this type of signal within the city's jurisdiction, Oatfield and Webster Rd., 82nd Dr. and Oatfield Rd. and Portland Ave. and Gloucester. These upgrades will optimize signal timing for both vehicular and pedestrian traffic.

Cost Impact:

The City of Gladstone's portion of this project is \$2552.26, which will be funded by the Operations, Maintenance and Repairs budget within the Street fund.

Options:

- Option 1: Approve the IGA with Clackamas County for the replacement and programming of three (3) ATC signal controllers within The City of Gladstone's jurisdiction.
- Option 2: Do not approve the IGA with Clackamas County and do not proceed with the improvements.

Recommended Staff Action:

Staff recommend approving and entering into the IGA with Clackamas County for "ATC" signal replacements and programming.

			
Department Head Signature	Date	City Administrator Signature	Date

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GLADSTONE
AND CLACKAMAS COUNTY RELATED TO THE CLACKAMAS COUNTY
REGIONAL ADVANCED TRANSPORTATION CONTROLLER (ATC) AND SIGNAL
OPTIMIZATION PROJECT**

This agreement (the "Agreement") is made on the date all required signatures have been obtained, between the Gladstone ("CITY"), a municipal corporation of the State of Oregon, and Clackamas County ("COUNTY"), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Intergovernmental Cooperation), collectively referred to as the "PARITES" and each a "PARTY."

RECITALS

WHEREAS, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of any or all functions and activities that a local government, its officers or agencies, have the authority to perform;

WHEREAS, the County applied for, and was awarded, federal funding through the Federal Transportation System Management and Operations ("TSMO") to install and program advanced transportation controller ("ATC") signal controllers at 99 intersections across the County in those locations generally depicted in Exhibit "A" which is attached hereto and incorporated herein;

WHEREAS, the 99 intersections that will be impacted by this project are spread across various jurisdictions in the County. The total cost of the project and the portion of project work attributable to each individual jurisdiction is set forth in Exhibit "C" which is attached hereto and incorporated herein;

WHEREAS, the County is administering the Clackamas County Regional ATC and Signal Optimization Project, described in the recital above, pursuant to Oregon Department of Transportation Agreement No. 34925/73000-00004353;

WHEREAS, a portion of the work to be completed under the above-described project includes the replacement of three (3) existing traffic signals at intersections on roadways under the City's jurisdiction with upgraded ATC equipment. Along with the controller, local software, and central signal system upgrade, intersection signal timing will be optimized for all users. The portion of the work to be completed under the above-described project at intersections on roadways under the City's jurisdiction shall be referred to herein as the "City Project." The locations which are part of the City Project are shown on the map attached hereto, marked "Exhibit A," and specifically listed in "Exhibit B"; and

WHEREAS, the Parties desire to define their respective obligations with regards to the City Project described herein, with the City primarily responsible for contributing funds to cover certain cost associated with the City Project, and with the County primarily responsible for completing and delivering the City Project as herein described.

AGREEMENT

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

1. **Term.** This Agreement becomes effective as of the last date of signature by a Party indicated below. Unless terminated earlier pursuant to Section 4 of this Agreement, this Agreement will expire upon the completion of the Project by the County and the final payment by the City pursuant to the terms of this Agreement, or by December 31, 2024, whichever is sooner.
2. **City Responsibilities.**
 - A. The City agrees to the scope of work set forth in Exhibit “D” which is attached hereto and incorporated herein.
 - B. The City agrees to allow the County and its employees, contractors and agents access to the right of way and intersection signal equipment for purposes of completing the scope of work set forth in Exhibit “D.”
 - C. Within 30 days of full execution of this Agreement, the City agrees to transfer to the County the sum of \$2,552.26, which represents the City’s proportional share of the County’s match of eligible costs related to the entire Clackamas County Regional ATC and Signal Optimization Project, as set forth in Oregon Department of Transportation Agreement No. 34925/73000-00004353. The proportional share calculation of all jurisdictions involved in the entire Clackamas County Regional ATC and Signal Optimization Project is set forth in Exhibit “C”.
 - D. The City shall have the ultimate responsibility to approve the plans in writing for signal phasing, timing, and coordination. The County, or its consultants, shall provide a recommendation to the City, and the City shall not unreasonably withhold such written approval so long as the recommendation conforms to International Municipal Signal Association (IMSA) and Institute of Transportation Engineers (ITE) industry standards, as well as the State of Oregon guidelines and specifications.
 - E. Within 30 days of receiving the County’s notice of completion, the City agrees to promptly contact the County if any signal issues related to the City Project are witnessed or reported to ensure timely repairs can be made. After such 30 day period, the City shall be obligated to remedy any and all signal issues moving forward.
3. **County Responsibilities.**
 - A. The County agrees to the scope of work set forth in Exhibit “D” which is attached hereto and incorporated herein.
 - B. Work shall be performed to IMSA and ITE industry standards, as well as the State of Oregon guidelines and specifications. IMSA Certified Technicians shall perform the traffic signal controller installation, configuration, and setup of the City’s signal system. Certification level shall be commensurate with the task performed in accordance with IMSA specifications.

- C. After execution of this Agreement and payment in the amount specified in Section 2.C, the County agrees to complete the City Project on or before June 30, 2024. Upon completion, the County shall provide the City a written notice of completion.
- D. The County, or its consultants, shall provide a recommendation to the City for signal phasing, timing, and coordination. Any such recommendation shall conform to International Municipal Signal Association (IMSA) and Institute of Transportation Engineers (ITE) industry standards, as well as the State of Oregon guidelines and specifications.
- E. Within 30 days of providing the City the notice of completion, the County agrees to promptly respond to any signal issues related to the City Project that are identified by the City and that the County is made aware of. Costs to remedy any such issues shall be the responsibility of the County.

4. Termination.

- A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.
- B. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

5. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or

its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

6. General Provisions

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- E. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement

without such provision to give effect to the maximum extent possible the intentions of the Parties.

- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.
- K. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- L. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- M. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

CLACKAMAS COUNTY

Chair

Date

Recording Secretary

CITY OF GLADSTONE

Mayor

Date

Recording Secretary

Exhibit A

Clackamas County Regional ATC and Signal Optimization Project Map

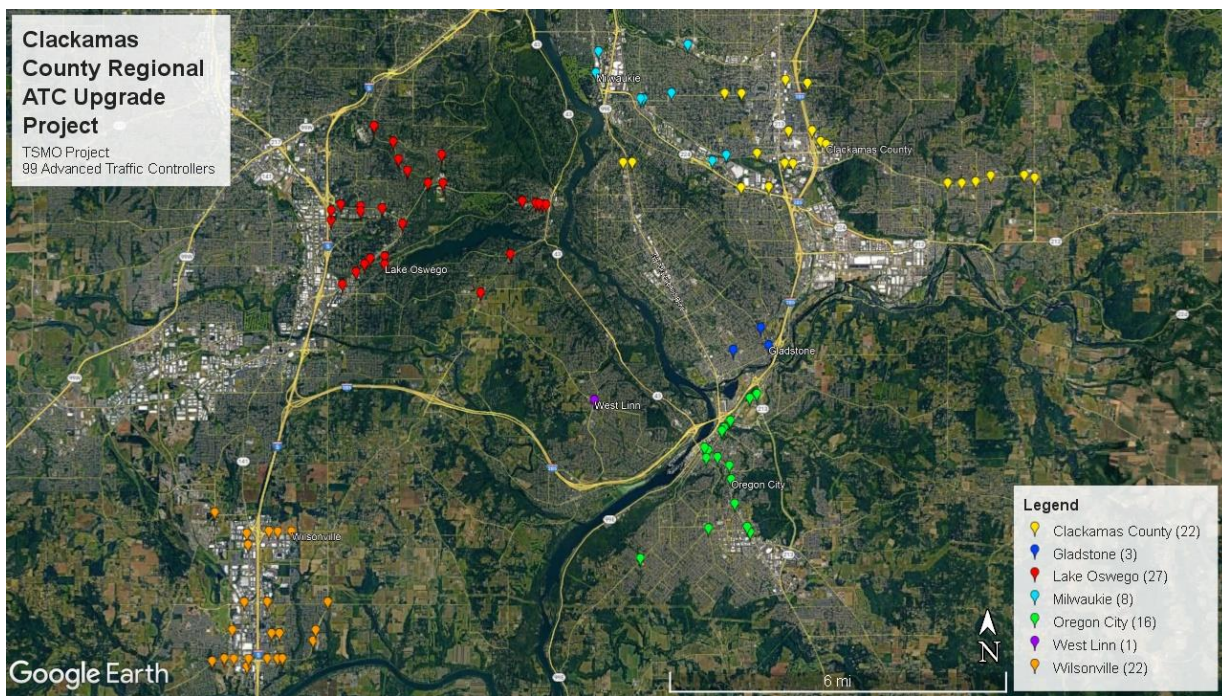


Exhibit B

City Project Specific Location List

ID#	Location	City Partner	Quantity
7520	Oatfield @ Webster	Gladstone	1
7521	82nd Dr @ Oatfield	Gladstone	1
7524	Portland @ Gloucester	Gladstone	1

Exhibit C

Proportional Share Table

Fed Funds:	\$ 735,878.42
Local Match (10.27%)	\$ 84,224.58
Total Project Cost:	\$ 820,103.00

	Controllers	Proportional Share	Local Match
Clackamas County	22	22.22%	\$ 18,716.57
Lake Oswego	27	27.27%	\$ 22,970.34
Oregon City	16	16.16%	\$ 13,612.05
Wilsonville	22	22.22%	\$ 18,716.57
Milwaukie	8	8.08%	\$ 6,806.03
Gladstone	3	3.03%	\$ 2,552.26
West Linn	1	1.01%	\$ 850.75
Total Controllers:	99		

Exhibit D

Scope of Work

The Clackamas County Regional ATC Controller & Signal Optimization Project includes the following elements:

- Procurement of 99 Advanced Traffic Controllers (ATCs) to upgrade older traffic signals controllers that are no longer supported and do not provide the functionality desired for current signal operations. This includes locations owned by Clackamas County, City of Lake Oswego, City of Oregon City, City of Wilsonville, City of Milwaukie, City of Gladstone, and City of West Linn
- Consultant support in signal timing conversions and optimizations
- Clackamas County signal timing testing and deployment
- New central signal system server for maintenance and operation of the traffic signals

City of Gladstone Staff Report

Report Date: June 6, 2023
Meeting Date: June 13, 2023
To: Gladstone City Council
From: Jacque Betz, City Administrator

AGENDA ITEM

Consider authorizing the City Administrator to approve an art easement with a private property owner for the purposes of creating a mural through the Pilot Mural Program.

BACKGROUND

The City of Gladstone launched a Pilot Mural Program (Exhibit A) as mural-making is a powerful avenue to engage artists and transform public spaces where visitors wander. This Pilot Mural Project will design and implement two high-quality outdoor painted murals that reflect the tourism themes and content highlighted in the community.

The City recently solicited proposals from artists and the review committee selected Cathy Rowe (<https://www.cathyroweart.com/>) to complete the first mural on the side of the building at the Gladstone Senior Center. Since the City owns the building, there is no requirement for an Art Easement. As a direct extension of the Tourism Strategy and Brand, the second mural will be designed and installed by Rotator Creative. The second location will be on private property on Portland Avenue and will require an Art Easement.

The murals will focus on the theme of “Postcards of Gladstone” with the subtext of “glad to be here!” Additionally elements from the Community Engagement Activity completed in April 2023, (Exhibit B) will be incorporated into the murals.

PROPOSAL

The City Attorney prepared an Art Easement for the City Administrator and the private property owner to enter into. It states that the owner is willing to make the property available for the City for the placement of an outdoor mural as identified in the Pilot Mural Program (Attachment 1).

The key elements of the easement:

- The property owner grants the City the ability to install, maintain, operate, and exhibit the artwork.
- The term of the easement is five years from the date of execution and can automatically renew for two consecutive two-year terms.
- There are provisions for termination that include if the property is sold and the buyer requires in writing the removal of the easement as a condition of the purchase and sale; and/or if the property is substantially altered or remodeled in a way that precludes continued maintenance of the artwork.

- The City is responsible for maintaining repairing (if necessary) the artwork
- The property owner cannot obstruct or impede the City's access to portions of the property for the City's work
- Provisions that allow the City a path to monetary relief if the property owner breaches.

OPTIONS

- The City Council could choose to modify language in the Art Easement (with approval of the City Attorney) and then authorize the City Administrator to enter into an art easement with a private property owner.

COST IMPACT

The City incurred costs for the City Attorney to prepare the Art Easement and funds are in the current budget. Funding for the artwork will be expended from the Tourism Promotion and Activities budget line item. Both murals are anticipated to be installed by mid-July.

STAFF RECOMMENDATION

Staff recommends the Council authorize the City Administrator to approve an Art Easement with a private property owner for the purposes of creating a mural through the Pilot Mural Program.

Exhibit A – Pilot Mural Program

Exhibit B – Community Engagement Activity Summary with Mood Boards

Department Head
Signature
Date

Date

Jacque M. Betz
City Administrator
Signature 6/7/2023



After recording send to:
City of Gladstone
Mural Project
18505 Portland Ave
Gladstone, OR 97027

ART EASEMENT

THIS ART EASEMENT, effective on _____ (month/day/year), is between _____ (“Grantor”), and the City of Gladstone, an Oregon municipal corporation (“City” or “Grantee”).

RECITALS

A. The City has commenced a pilot mural project for the placement of two murals in and on public and private locations throughout the City that reflect the tourism themes and content highlighted by the community (the “City’s Mural Project”).

B. Grantor owns the real property located at _____ (“Property”), which is legally described in Exhibit A (attached and incorporated herein) and is willing to make Property available to the City for the placement of an outdoor mural as specified in the City’s Mural Project (hereinafter, “Artwork”). The Artwork is described in Exhibit B, attached and incorporated herein.

IN CONSIDERATION of the mutual promises and performances set forth below, the parties incorporate the Recitals above and agree as follows:

1. Grant of Easement. Grantor conveys, grants, and warrants to the City, its successors, and assigns, an easement for the purpose of installing, maintaining, operating, and exhibiting the Artwork at Property.
2. Term of Easement. This easement shall be for a period of no less than five years from the date of execution (“Initial Term”) and will automatically renew for two consecutive two year terms unless sooner terminated as provided in Section 3.
3. Termination.
 - a) The easement may be terminated by Grantor with the City’s prior written consent, which shall not be unreasonably withheld or delayed, upon Grantor’s showing that:
 - I. the Property is to be sold and the buyer requires in writing removal of the easement as a condition of the purchase and sale; or
 - II. the Property is to be refinanced and the lender requires in writing removal of the easement as a condition of refinancing; or
 - III. the Property is to be substantially remodeled or altered in a way that precludes continued maintenance of the Artwork; or
 - IV. circumstances have materially changed and the continued existence of the easement or maintenance of the Artwork substantially impedes Grantor’s reasonable use and enjoyment of the Property.
 - b) The City may terminate the easement at any time at its sole discretion upon 30 days prior written notice to the Grantor.
 - c) Grantor expressly agrees and warrants that upon effective termination under Section 3, the Artwork shall be removed by Grantor no later than 30-days from the effective date of termination and the Property restored to its prior condition. Time for removal may be extended in writing by the City.

4. Maintenance and Repair; Removal of Artwork. City of Gladstone is responsible for maintaining and if necessary, repairing the Artwork described in Exhibit B during the term of the easement. Grantor shall not obstruct or impede the City's access to the portions of the Property for the City's work. If in the sole judgment of the City, the Artwork is being excessively damaged and is beyond repair, the City may remove the Artwork from the Property or take action to repair or maintain the Artwork. If the City removes the Artwork from the Property, the City will restore the Property to its original condition where practicable.

5. Right of Entry. The City shall have the right to access any portions of the Property at or near where the Artwork is located during normal business hours, and at all other times with advance approval of the Grantor, for any and all of the purposes described in this easement including but not limited to installation, inspection, repair, maintenance, or removal.

6. Binding Effect. This easement shall run with the land and be binding upon and inure to the benefit of the Grantor and the City, and their respective successors or assigns, and any person or entity acquiring any right, title, or interest in the Property.

7. Independent Status. Neither party is the agent or legal representative of the other for any purpose whatsoever. The parties are not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of the other or to bind the other in any manner whatsoever.

8. Notice. Notice shall be made to the following addresses, unless otherwise provided for in writing:

City of Gladstone

Grantor (name and mailing address)

City of Gladstone
18505 Portland Ave
Gladstone, OR 97027

9. Non-Assignment; Amendment. The parties' obligations under this easement may not be assigned without the written mutual consent of both parties. The easement may be modified by written mutual agreement by authorized representatives of both parties.

10. Remedies. The parties acknowledge that breaches of the covenants in this easement will effect substantial harm to the public interest which harm is difficult or impossible to prove as actual damages in an action hereunder. The parties agree that the prevailing party in an action for the breach shall be entitled to a) liquidated damages in an amount of \$2,500 per material breach; b) specific performance of the covenants of this easement, and each of them; c) reasonable attorney's fees; and d) any other remedies available at law or in equity. The remedies under this Section are cumulative. The failure to exercise on any occasion any right shall not operate to forfeit the right on another occasion. The use of one remedy shall not be taken to exclude or waive the right to use another.

11. Severability. If any term, provision, condition or other portion of this easement or the application thereof be held to be inoperative, invalid or unenforceable, the remainder of this easement or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

12. No Waiver. No waiver of full performance by any party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants or conditions of this easement.

13. Indemnification. To the extent permitted by Oregon Law and subject to the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.300, the City shall indemnify and defend Grantor against all claims, demands, actions and suits arising from tortious conduct by the City. Grantor shall indemnify and defend the City against all claims, demands, actions and suits arising from tortious conduct by Grantor.

14. Entire Agreement. This easement constitutes the entire agreement with respect to the subject matter of and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

[

Exhibit A
Legal Description of the Property

Exhibit B

Description of the Artwork



PILOT MURAL PROJECT

The City of Gladstone believes its most significant tourism impact comes from visitors discovering what is going on in the city. By highlighting opportunities to explore Gladstone, the intention is for visitors to invite their friends and return for further exploration. Tourism projects are moving forward now to “set the table” as Gladstone continues to grow and build out more structure and features. Beautification strives to draw in locals from surrounding areas and aims for visitors to leave with a positive experience and excitement to return.

In line with the Tourism Strategy, the City of Gladstone is committed to promotional efforts with a strategic investment in the revitalization and beautification of the city. To lead this effort, Gladstone is launching a pilot mural project to encourage visitors to explore and discover more about the city and identified tourism themes.

Mural-making is a powerful avenue to engage artists and transform public spaces where visitors wander. A pilot mural project will work with the community to design and implement two high-quality outdoor painted murals that reflect the tourism themes and content highlighted by the community. Two murals will focus on the theme of ‘Postcards of Gladstone’ with the subtext of “glad to be here!” Accompanying will be reproductions of the actual mural as printed postcards for distribution by various partners with licensing permission approved by selected artist. As a direct extension of the Tourism Strategy and brand, one mural will be designed and installed by Rotator Creative. A second mural will be designed by an artist chosen by review committee.

Executed murals will serve as a tourist attraction and can provide an avenue for community engagement. As such, the city tourism consultant and tourism strategy partners will host community engagement opportunities on March 27, 2023, for guidance and direction on two murals. The City of Gladstone will consider all replies to call for artists. Artist will be chosen through a selective process and determined by committee.

Call for artists will be posted on March 20th for two weeks. Selected artist will be notified by April 14, 2023. Mural will be completed by June 30, 2023. The City of Gladstone will provide the selected artist with funding for supplies, artist compensation, technical support, city coordination, promotion, and assistance not to exceed \$10,000 with an itemized budget. The mural will be within city sign code parameters, not to exceed 240 square feet. Artist will paint on MDO with the art to be fastened to an approved site.



Call for artist:

The City of Gladstone is seeking a qualified artist to design, paint and install a mural to highlight one identified tourism theme. The mural will be within city sign code parameters, not to exceed 240 square feet. Artist will paint on MDO with the art to be fastened to an approved site. MDO material and fasteners will be provided by the City of Gladstone. Mural will be complete by June 30, 2023, and be highly visible, promoted through community partners and featured to visitors exploring the city. Printed postcards will be printed in the image of the completed mural. Permission to license images of the artwork are required prior to project start. Project will not exceed \$10,000.

To reply to the call for artist, submit the following by **12:00 pm April 3, 2023**.

1. Provide an artist biography, CV, and /or portfolio, with a description of your thoughts and ideas regarding your artistic process for this project and timeline.
2. Statement agreeing to incorporate community input into deliverable.
3. Email submission materials to: lori@loribellconsulting.org
4. After selection: Provide a signed Letter of Agreement, including licensing permission, and Liability Insurance certificate citing the City of Gladstone as held harmless for amount of one million dollars.

Selection criteria will consider:

1. Inclusion of community input from public outreach.
2. Demonstrated artist experience via biography, CV, and/or portfolio.

OTHER GUIDELINES

Murals should embody themes, colors, shapes, patterns, elements, and adjectives identified through community engagement in the development of Gladstone tourism strategy:

<https://www.ci.gladstone.or.us/community/page/gladstone-brand-and-tourism-strategy>.



Selection

Review committee includes representative from:

1. Mt. Hood Territory - regional DMO tourism partner
2. 2 representatives from Gladstone Senior Center – host mural site
3. Gladstone Mayor – service to community and visitors of Gladstone
4. Rotator Creative – artist consultant lead for Gladstone brand and Tourism Strategy

Selection criteria will consider:

1. Inclusion of community input from public outreach.
2. Demonstrated artist experience via biography, CV, and/or portfolio.

Each category is eligible for 10 points, for a total score of 20 points. Representatives will meet to review and discuss in early April, for an award decision on April 14th.

Deliverables:

1. One mural, painted on Senior Center by chosen artist. Artist to be selected by review committee. Mural will highlight one designated tourism theme from Tourism Strategy.
2. One mural, Gladstone: ‘Glad to be here!’ Mural design by Rotator Creative, as extension of city brand.

COMMUNITY ENGAGEMENT ACTIVITY – Gladstone Mural Program

Combining efforts with the City of Gladstone, Lori Bell Consulting, and the team at ROTATOR, we engaged with community members to hear their insights and ideas about the city's new mural program. The activity included creating eight style boards depicting various aspects of current mural styles from all over the country. The eight styles were defined as: Vibrant Collage, Historic Montage, Uplifting Messaging, Serene Scene, Photo Opp Illusions, Larger Than Life, Kinetic Activity, and Compartmentalized. This input will allow us to help inform the selected artist for the mural commission. We had 43 participants give input. Summarizing their overall preferences, we can say that those who gave their input tended to appreciate a bit more Realism over Abstraction, Scenic over Conceptual, Pictorial over Word-based imagery, and all seemed to like vibrant colors and the idea of mural art that could create an opportunity for engagement. Although there was enthusiasm for virtually all of the examples, the theme, Serene Scene, was most popular. The theme, Photo Opp Illusions, was often mentioned in relation to combining styles.

Once the artist for the Senior Center Mural is chosen this information will be passed along to help them as they create their artwork design for this project.



COMPARTMENTALIZED

Words, images, and graphics contained within rectangular frames



HISTORIC MONTAGE

Keystone events, figures, monuments, etc. arranged in a collage-like fashion



KINETIC ACTIVITY

Life forms in motion creating an energetic scene



LARGER THAN LIFE

Large human forms that play with scale and portray subjects in heroic ways

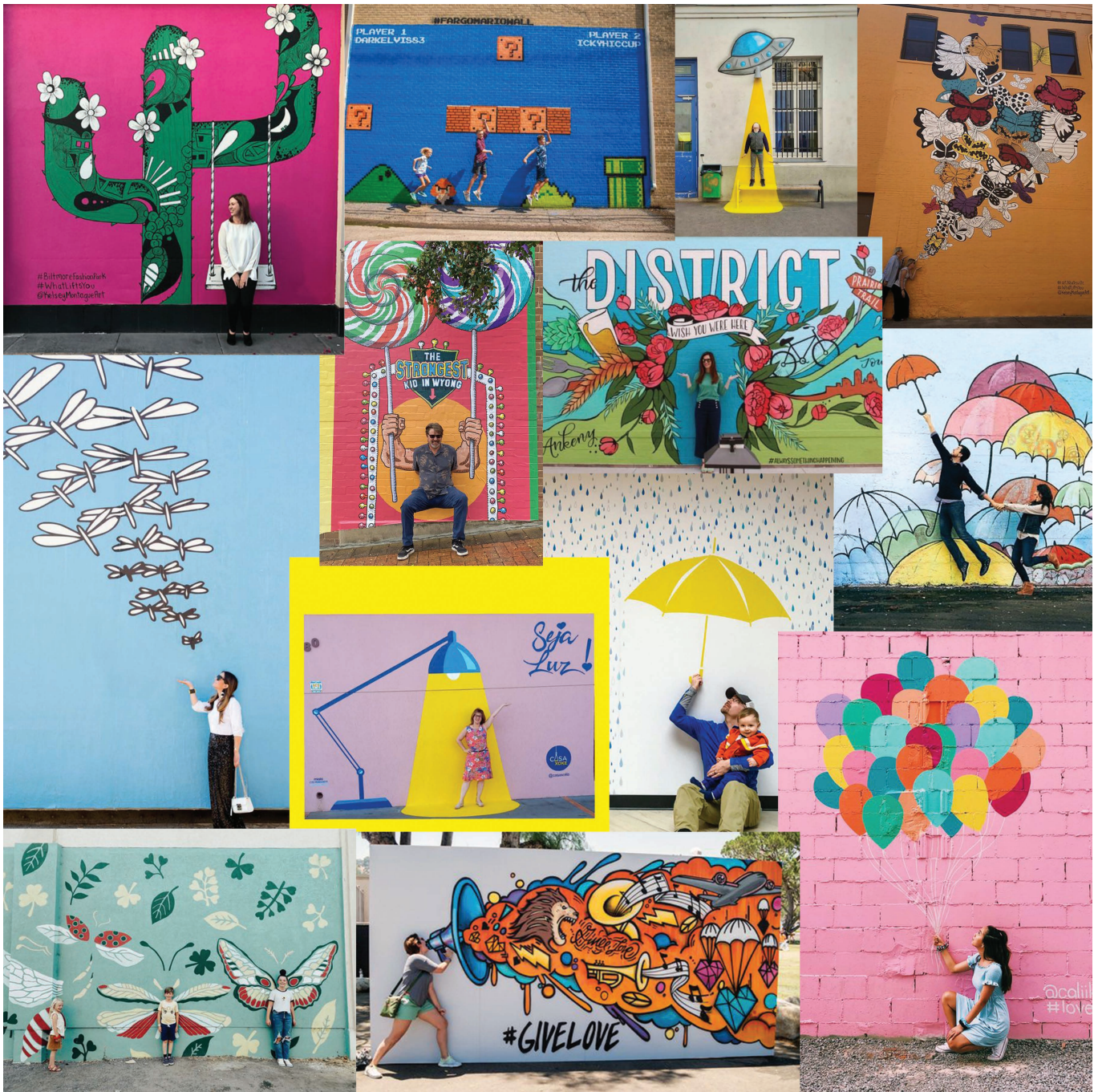
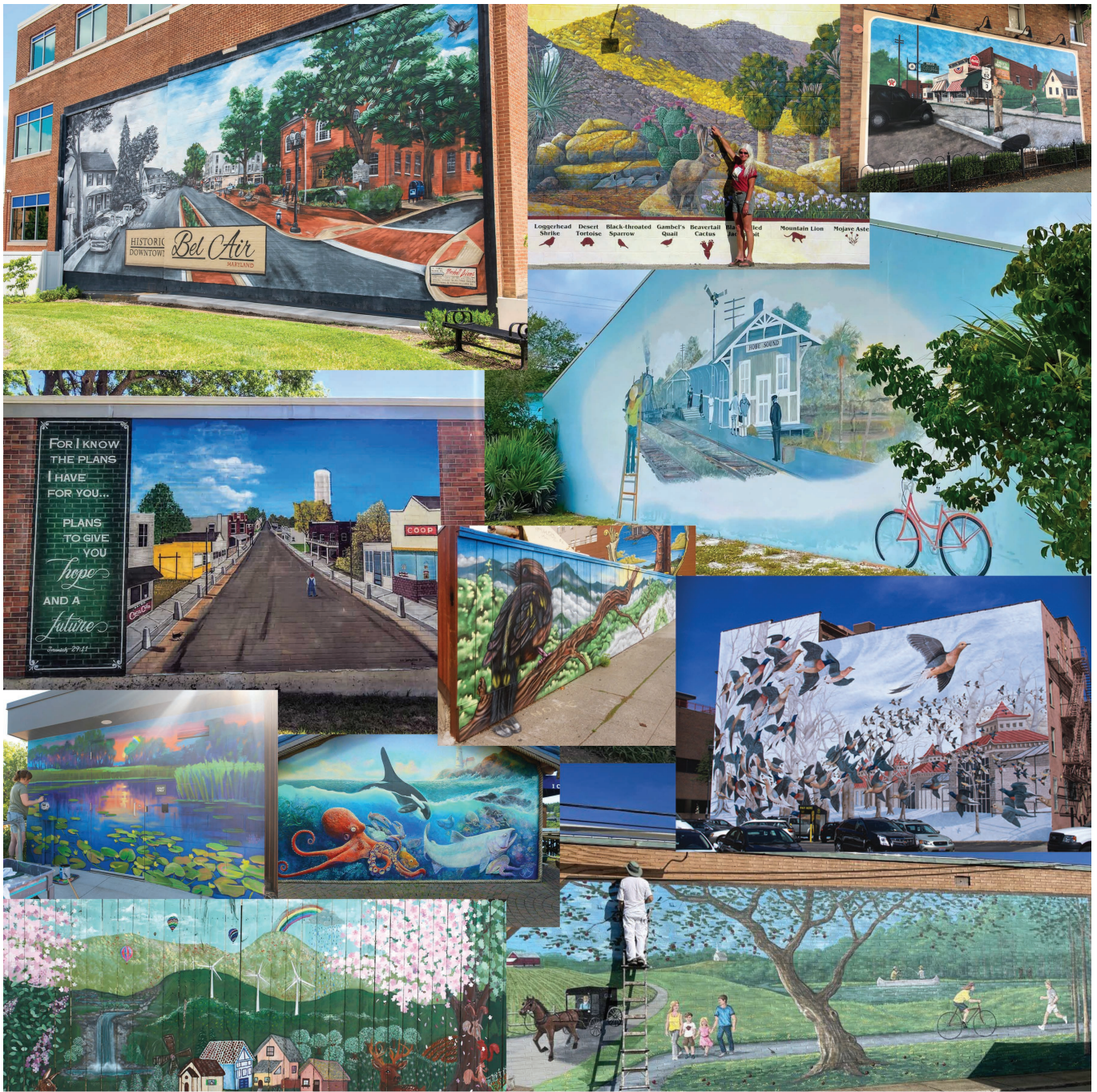


PHOTO OPP ILLUSIONS

Clever visual tricks that invite passersby to interact with the art to create photo-worthy moments



SERENE SCENE

Background, midground, and foreground layers that form a holistic composition with a mix of discoverable elements



UPLIFTING MESSAGING

Decorative text as image that conveys a positive sentiment alongside supporting imagery



VIBRANT COLLAGE

Richly colored shapes – literal or abstract – that nest, align, and/or overlap each other

**CLACKAMAS
FIRE DISTRICT
#1
REPORT**



CLACKAMAS FIRE DISTRICT #1

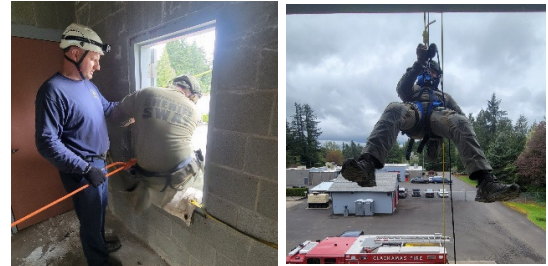
FIRE CHIEF'S REPORT

May 2023

Here for you

Operations Levy: The levy is expected to pass with the County elections site showing 58% in favor of the levy. This levy does not change or fund staffing at the Gladstone Community Fire Station as that service level is established and paid for under a contract.

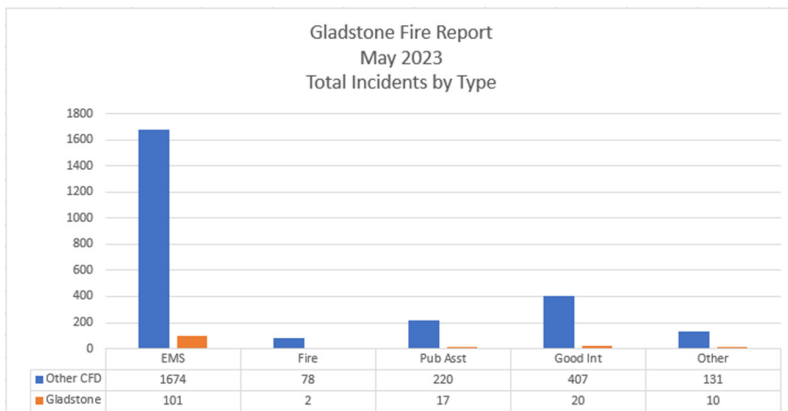
High-Heat: During May, Clackamas Fire District responded to five water rescues during a three-day period of high heat, responded to multiple vegetation fires, and worked to reduce wildland fires by temporarily implementing burning restrictions.



May 5: SQ319 and CCSO training to enhance the ability to reach and treat patients in high or low angle rescues

I-205 Bridge Construction: Clackamas Fire District continually evaluates the impacts of construction closures. The Northbound on-ramp from Hwy 43/Exit 8 is closed through June 26. We expect this to have limited impact on our responses to the City of Gladstone. This is due to three factors:

- Countywide we use closest-unit dispatching as the basis for its unit selection. This means that the CAD evaluates the drive time of different units before selecting the closest unit (of the required type) for an incident.
- The county dispatch center, C-COM, enters road closures lasting more than 24-hours into CAD. This automatically adjusts drive times when identifying the closest unit.
- Responses from TVFR Station 58 will be affected, but this station only responded into Gladstone four times in the last twelve months.



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



May 26: Interagency drill simulating a car crash with leaking substances which required decontaminating a victim

**GLADSTONE
CITY
EVENT
ANNOUNCEMENTS**



REGULAR AGENDA

City of Gladstone Staff Report

Report Date: June 5, 2023
Meeting Date: June 13, 2023
To: City Council
From: Jacque Betz, City Administrator

AGENDA ITEM

Authorize the City Administrator to sign the Gladstone Community Festival Agreement and approve the Noise Variance application with the Gladstone/Oak Lodge Rotary Club for the dates of August 4 - 5, 2023.

History/Background

The Gladstone/Oak Lodge Rotary Club hosts the annual community festival. The attached agreement is to augment the special event permit. The agreement is consistent with previous agreements. Applicant will also need to provide a certificate of liability insurance before the event in August.

Proposal

Authorize staff to execute the agreement.

Options

- 1) City Council could choose not to enter into the agreement which could negatively affect the festival.
- 2) City Council could choose to modify the agreement.

Cost Impact

In previous years, In-kind resources to the City were estimated at \$16,690, this year costs are estimated at \$8,900. (Please see Exhibit A "Police" and B "Public Works"). Included in the estimates are also costs associated with administration time, the event insert in the City's July newsletter and for the movie in the park. The reduction in the estimate is based on eliminated in-kind resources for the Fire Department. It should be noted however, that arrangements for Clackamas Fire District to participate (specifically parade) are being made by the Rotary Club.

Recommended Staff Action

I make a motion:

Authorize the City Administrator to sign the Gladstone Community Festival Agreement and approve the Noise Variance Application with the Gladstone/Oak Grove Rotary Club for the dates of August 4-5, 2023.

Department Head
Signature

Date


City Administrator
Signature

6/7/2023
Date



City of Gladstone
Special Events Permit Application
 18505 Portland Avenue
 Gladstone, Oregon 97027
 503-557-2769

Fill out completely and type or print legibly. Completed applications must be submitted at least 30 calendar days in advance. Failure to do so could result in permit denial.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION (Person/Group Responsible)				
Name of Applicant/Person Responsible:				
Applicant Street Address			City, State, ZIP	
Applicant Phone:			Applicant FAX:	
Sponsoring Organization Name:				
Organization Phone: (office)		(cell)	(Email)	
Name of contact person "on site" day of the event:			(cell – required)	
EVENT INFORMATION				
Event Type <input type="checkbox"/> Run/Walk <input type="checkbox"/> Bike Ride/Race <input type="checkbox"/> Parade <input type="checkbox"/> Festival/Fair <input type="checkbox"/> Farmers/Street Market <input type="checkbox"/> Concert/Performance				
<input type="checkbox"/> Car Show <input type="checkbox"/> Film Production <input type="checkbox"/> Rally <input type="checkbox"/> Demonstration "First Amendment" Event <input type="checkbox"/> Street Closure				
<input type="checkbox"/> Construction (construction, road, sewer, water, drilling, blasting, etc) <input type="checkbox"/> Other (please specify):				
Event Name:			Event Site:	
Event Dates:				
Event Hours: (start)		(end)		
Set-up Date:	Start Time	End Time		
Break-Down Date:	Start Time	End Time		
Participant type and numbers of each type:	Participants:	Vehicles:	Bands:	Animals:
	Spectators:	Floats:	Bikes:	Other:
Overall Event Description				
Briefly explain event and event details:				
STREET CLOSURE INFORMATION				
Names of streets to be closed (attach further closures on a separate sheet if needed)				
	Between			And
	Between			And
	Between			And
	Between			And
	Between			And
Provide a detailed map that includes the start point, end point, direction of travel, and street names. Include if the route will be held on sidewalk, street, etc. Barricades, including set up and take down, will be the responsibility of the applicant to obtain (i.e. from a rental store) for the event.				

Are you requesting a complete or rolling street closure? Why are you requesting this street closure?
(A completed Property Owner Notification Form must be completed and submitted with this application for complete street closures)

Time of Street Closure	Start:	End:
------------------------	--------	------

Will your proposed route cross and/or utilize where TriMet operates? Yes No
 For TriMet bus maps please go to: <http://www.trimet.org/schedules/index.htm> (Contact TriMet at 503-962-8117.)

EVENT DETAILS

Does your event involve the sale or consumption of alcoholic beverages? Yes No Oregon Liquor Control: 503-872-5000
 If yes, will this activity occur on (or spill into) city streets? Yes No
 If yes, please describe:

If alcohol will be served in any of the City’s parks, applicants must complete a permit request pursuant to Gladstone Municipal Code Section 12.12.100.

Will items, food, drinks, or service be sold at your event? Yes No If yes, will this activity occur on (or spill into) city streets?
 Yes No Please describe:

All vendors must possess a City of Gladstone Temporary Business License. Additionally, all food vendors must have a signed application by the Clackamas County Health Department for the Event. The signed application must be on site as proof of Clackamas County Health Department approval. <http://www.clackamas.us/publichealth/restaurantlicensing.html>

Will the event have amplified sound? Yes No **If yes, a completed Noise Variance Application Form must be completed and submitted with this application.**

Will the event be posting signs? Yes No **If yes, a completed temporary sign application must be completed and submitted with this application.**

Safety/Environmental Requirements

Temporary restrooms, hand washing stations, dumping/holding tanks, and recycling/garbage bins will be the responsibility of the applicant to rent. **No grey water may be dumped in storm drains, streets, grass areas, etc.** Violators may be cited and fined with the possibility of the entire event shut down.

Please describe in detail, your restroom, dumping, garbage/recycling, clean-up plan for this event:

By signing this application, the applicant agrees to meet all requirements of the Oregon Fire Code, ODOT, City Code, and Gladstone Fire Department Permit Guidelines (attached) for the duration of the event.

SECURITY/VOLUNTEERS

Please describe your procedures for crowd control and internal security and any emergency vehicle response plan:
Parking is not allowed on streets closed down for the festival to leave clear room for emergency apparatus. We have hired security and alcohol monitors for the entirety of the event, including through the night. All alcohol is required to stay in the beer garden area, which is monitored.

Are you expecting City police services at intersection and/or for crowd control? Yes No

Do you plan on utilizing volunteers? Yes No (volunteer/monitors are required)
If yes, in what capacity? The entire event is run by volunteers.

Name and phone number of volunteer coordinator: Bryce Colson, 971.323.3083

INSURANCE AND INDEMNIFICATION

HOLD HARMLESS AGREEMENT: IN CONSIDERATION OF THE CITY OF GLADSTONE GRANTING THIS PERMIT, THE SPONSOR(S) OF THIS EVENT HEREBY AGREE TO SAVE, DEFEND AND HOLD HARMLESS AND INDEMNIFY THE CITY, ITS AGENTS, OFFICIALS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DEMANDS, ACTIONS AND SUITS (INCLUDING ALL ATTORNEY FEES AND COSTS) BROUGHT BY ANY PERSON ALLEGING PERSONAL OR BODILY INJURY OR PROPERTY DAMAGE AS A RESULT OF THIS EVENT OR A PERSON'S PARTICIPATION IN IT AND NOT CAUSED BY THE NEGLIGENT ACTS OF THE CITY.

Signature of Sponsor or Authorized Representative		Date	5, 12, 23
---	---	------	-----------

LIABILITY AGREEMENT: SPONSORS OF SMALL PARADES, LARGE PARADES, SMALL ATHLETIC, LARGE ATHLETIC, EXTRA LARGE USES, AND POSSIBLY EXCEPTIONS SHALL HOLD HARMLESS, DEFEND AND INDEMNIFY THE CITY AND THE CITY'S OFFICERS, AGENTS AND EMPLOYEES AGAINST ALL CLAIMS, DEMANDS, ACTIONS AND SUITS (INCLUDING ALL ATTORNEY FEES AND COSTS) BROUGHT AGAINST ANY OF THEM ARISING FROM SPONSOR'S ACTIVITIES AUTHORIZED BY A STREET AND SIDEWALK USE PERMIT.

The sponsor shall maintain general liability insurance that protects the sponsor and the City and its officers, agents and employees from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from the sponsor's Event. The insurance shall provide coverage for not less than \$2 million per occurrence – some exceptions may be made down to \$1 million at the discretion of the City based on the risks involved in the event. Sponsor may be required to provide proof of insurance in the form of a certificate of insurance and also an endorsement showing the City as an additional insured.

I have read the hold harmless agreement and liability agreement and agree the terms herein.

Signature of Sponsor or Authorized Representative		Date	5, 12, 23
---	---	------	-----------

NEIGHBOR NOTIFICATION FORM

Applicants for a **Complete Street Closure and Noise Variances** shall complete a Special Events Application and this Neighbor Notification Form must be signed by all residents within the area which will be seriously impacted by any requested temporary street closure, sound of amplified music, or any request which might have significant impact on area tenants. Failure to notify such tenants shall be cause for direct denial. If a house is vacant, indicate that on the notification form.

Contact Person _____

Day Phone _____ Evening Phone _____

The Undersigned hereby petition the City of Gladstone to close _____

Between _____ and _____ for a _____ to be
(Street) (Street) (street closure, etc.)

held on _____ from _____ until _____

By signing below, we abutting residents affected by the proposed closure, acknowledge notification of the above listed street closure.

	PRINTED NAME	ADDRESS	APPROVAL SIGNATURE
1			
2			
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4			
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You may attach additional sheets, if necessary.

GLADSTONE COMMUNITY FESTIVAL AGREEMENT

THIS AGREEMENT made and entered into this 14th day of June, 2023, by and between the Gladstone Oak Lodge Rotary (User) and the City of Gladstone, a municipal corporation of the state of Oregon (City) to allow the User to use City property for the Gladstone Community Festival (Event).

RECITALS

WHEREAS, User will host a City-wide Event on August 4-5, 2023. This is the ninth year User will have hosted the event which will occur at sites around the City, including various streets for the parade (see map) and Max Patterson Memorial Park (Premises); and

WHEREAS, User has submitted a special events permit application to the City pursuant to Chapter 12.22 of the Gladstone Municipal Code (GMC); and

WHEREAS, the City has assisted User and hosts of the event formerly known as the *Gladstone Chautauqua Festival* in the past through in-kind donations, staff time, City resources, and monetary contributions, and by paying for the movie on the annual Friday night “Movie in the Park”.

WHEREAS, the City desires to support the event now known as *The Gladstone Community Festival* which will benefit the city and will continue an event that has traditionally been held every year in the City.

NOW, THEREFOR, in consideration of the foregoing and the mutual covenants of the parties set forth in this Agreement, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. **City Obligations** The City agrees to the following to assist with the Event:
 - a. Public works will deliver and set barriers and picnic tables at Max Patterson Park on the afternoon of August 3, 2023 and to be removed on the evening of August 5, 2023 after all events have concluded. The City Public Works Director will coordinate with User on delivery and pick-up.
 - b. Public Works will turn off the sprinklers in Max Patterson Park by 3:00 PM August 4, 2023 and will not resume before 6:00 AM August 7, 2023.
 - c. Public Works will provide and set-up a water station for vendors at Max Patterson Park. User will coordinate exact location and times with the Public Works Director.
 - d. Public Works will ensure that all electrical boxes at Max Patterson Park comply with the Code and are operational before the Event. In the event of electrical malfunction during the event, the City will make every reasonable effort to fix the problem.

- e. The Police Department will set up and take down barriers for the parade on August 5, 2023. The Police Department will coordinate with User on set-up and take down of barriers for both events.
- f. To provide and pay for electricity and water used at Max Patterson Park from 8:00 AM August 4, 2023 to 4:00 AM August 6, 2023.
- g. City will maintain normal hours for the spray park. City will keep Max Patterson Park restrooms open throughout the event. User is responsible for cleaning and maintaining the restrooms. User is responsible for the cost and coordination of all necessary portable toilets.
- h. City will attach and pay for Gladstone Community Festival flier insert in July's City Newsletter.

2. User Obligations

- a. The User, its employees, sub-contractors, guests, patrons, and invitees shall use the premises in a safe, careful, lawful, and respectful manner, and use reasonable, best efforts to ensure the Premises and other City property are not altered, marred, defaced, or damaged. User shall be responsible for all costs, arrangements, and equipment related to production of the Event, including but not limited to removal of trash, renting portable toilets, setting up and tearing down portable stages, erecting and taking down barriers and caution tape around the event. All invoices for services provided to User shall be invoiced to User, not the City.

3. Special Event Permit

- a. User agrees to obtain a special event permit from the City pursuant to Chapter 12.22 of the GMC.
- b. City agrees to waive the special event permit fee so long as the User meets the following requirements:
 - i. User agrees to comply with all City event permit, parade, signage, and GMC requirements.
 - ii. User is registered with the State of Oregon as a nonprofit corporation and/or the federal government as a 503(c)(3) organization; and
 - iii. Event will be free and open to the public

4. Indemnification

The User shall hold and save the City, its officers, directors, elected officials, employees, and agents harmless from all claims, costs, loss, or damage of any kind or nature whatsoever arising out of the Event (Indemnified Claims) which may be sustained by reason of any act or omission on the part of the User, its vendors, employees, guests, patrons, invitees, or anyone directly or indirectly employed by any of them, or by anyone for whose acts or omissions any of them may be liable. User agrees to indemnify, defend, save and hold harmless City, its

elected and appointed officials, officers, agents, employees, and volunteers against all liability, claims, suits, or actions, of whatsoever nature loss or expenses, including attorney fees, based upon or arising out of the acts or omissions of the User with respect to the use of traffic pylons, as well as the acts or omissions of any of its subcontractors, volunteers, or employees under this Agreement except those acts or omissions arising solely out of the negligence of the City. User will pay all reasonable attorney and expert fees and costs relating to such defense and will conduct all steps or proceedings in connection with such defense and as required settling or defending such Indemnified Claims, including without limitation the employment of counsel reasonably satisfactory to the City.

5. Insurance

User shall obtain prior to beginning any work under this Agreement and shall maintain in full force and effect through the tear down date of the Event, or any other time periods required herein, at User's expense, an occurrence form comprehensive general liability and automobile insurance policies for bodily injury, including death, and broad form property damage, including loss of property and coverage for owned, hired, or non-owned vehicles, as applicable, for the protection of User and the City, its elected and appointed officials, officers, agents, employees, and volunteers as additional insureds. The policies shall be primary policies and any other insurance carried by the City shall be excess. The policies shall be issued by a company authorized to do business in the State of Oregon, maintain an A-rated financial rating as published by AM Best and provide limits no less than \$2,000,000 in general liability coverage and separate automobile coverage of \$2,000,000. The certificates shall provide the City will receive 30 (thirty) days written notice of cancellation or material modification of the insurance contract. User shall provide certificates of insurance and additional insured endorsements to City evidencing the date, amount, and type of insurance prior to commencement of any work under this Agreement. If requested, complete copies of insurance policies shall be provided to City. User shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Waiver

The User hereby surrenders and gives up all right to any claim for compensation for any loss or damage sustained by reason of any defect, deficiency, failure, or impairment of the water supply, drainage, electrical, or other services provided by the City. The City shall not be liable for any claim if the Event sites are damaged by fire or other casualty, or for any other act, including strikes, utility failure, or acts of God, which prevent the User from holding the Event.

7. Administration

The administration of Agreement by the City shall be by the City Administrator or designated agent.

8. Assignment

This Agreement shall not be deemed for the benefit of any entity or person who is not a party hereto, and neither this Agreement, nor any interest therein may be assigned by the User without written approval of the City.

9. Entire Agreement

This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

10. Staff Contact Information

Principal City Contact
Tami Bannick, City Hall
503-557-2769
bannick@ci.gladstone.or.us

Insurance/Contracts
Tami Bannick
503-557-2769
bannick@ci.gladstone.or.us

Operations/Road Closures
Darren Caniparoli, Public Works
Director 503-483-6300
caniparoli@ci.gladstone.or.us

Police Department
John Schmerber, Police Chief
503-557-2765
jschmerber@ci.gladstone.or.us

Emergency 9-1-1
Non Emergency Dispatch: 503-655-8211

IN WITNESS WHEREOF, the parties have signed this Agreement on the year and day first above written.

**GLADSTONE OAK LODGE
ROTARY FOUNDATION**



Bryce Colson
Festival Chair

CITY OF GLADSTONE, OREGON

Jacque Betz
City Administrator

GLADSTONE COMMUNITY FESTIVAL AGREEMENT 2023

EXHIBIT "A"

I. PROPOSED AGREEMENT

The User, Gladstone Oak Lodge Rotary Foundation, shall have the right to use the Premises and a portion of the public right-of-way during designated times as listed below and in the Permit Application only for the 2023 Gladstone Community Festival (hereafter GCF) with City approval. The following dates and times are tentatively planned:

Premise(s)	Max Patterson Park
Date(s)/Time(s)	Event – August 4, 2023 Movie in the Park
	Event – August 4, 2023 – August 5, 2023 GCF Event
	Set Up - August 3, 2023
	Tear down – complete by August 6, 2023, 4:00 a.m.

Premise(s)

Parade Route (See Article II.1 for specific streets)
Event – August 5, 2023
Set up – begins August 5, 2023 – 8:00 a.m.
Tear down – complete August 6, 2023, 1:00 p.m.

1. The User, its employees, sub-contractors, guests, patrons, and invitees shall use the premise in a safe, careful and lawful manner, and as reasonable, best efforts to ensure the Premises and other City property not altered, marred, or defaced.
2. User shall be responsible for all costs, arrangements, and equipment related to production of the Event, including but not limited to removal of trash, renting portable toilets, setting up and tearing down portable stages, and erection and taking down temporary fencing. All invoices for services provided to User shall be invoiced to User, not City.

II. PARADE

1. The Event will include a parade which will be routed from Portland Avenue to Hereford Street to Harvard Avenue to Gloucester Street to Portland Avenue to Berkeley Street to Yale Avenue where the parade will end. The streets along the parade route will be temporarily closed from 8:30 a.m. to Noon on August 5, 2023.
2. User agrees to notify all owners with property on and adjacent to the parade route and those parties nearby that will be affected by street closures. Notification will be in writing a minimum of two weeks prior to the parade.

III. OTHER ROAD CLOSURES

The City agrees to the following road closures during the Event:

1. Exeter Street between Cornell and Yale for the exclusive use of emergency vehicles.
2. East Fairfield closed between Cornell and Yale for vendor booths.
3. Cornell Avenue between East Fairfield and East Exeter Street for the main stage.
4. Road closures for Parade as listed in Section II above.

IV. ROAD CHANGES

(Reserved for later discussion)

V. VENDORS

1. User agrees that all vendors for commercial amusement rides, food, game concessions, novelty stand, shows, support vehicles and equipment (Vendors) shall be fully inspected, permitted or licensed as required by state law and shall strictly comply with every provision of appropriate city, county, state, federal, and other governmental law, rule or regulation applicable in any manner to its activities. Discussion with the city will be had regarding amusement activities.
2. User will require all Vendors to obtain a Gladstone business license/mobile vendor permit, unless specifically exempt under state or federal law, to be authorized to operate within the City.
3. User will require that all food Vendors obtain and maintain appropriate restaurant licensing, and must meet all federal, state and local health code requirements.
4. User shall keep all Vendor records on file and provide a copy of them to the City Administrator by July 25th each year.
5. User will inform all Vendors that no dumping of any grey water into the storm drains is permitted. User will be responsible for any dumping that occurs during the Event.
6. User must provide the City will all Vendor certificates of insurances and endorsements naming the City as an additional insured for the event.

VI. SECURITY

User shall hire and assign security as necessary to protect the Premises and patrons during this event. The security company must be licensed and bonded in Oregon. All security personnel must be easily identifiable with a shirt, badge, or other item that shows they are Event Staff.

VII. TRAFFIC CONTROL

User shall have traffic control personnel (flaggers) position as necessary for Event safety. Flaggers must possess a Certified State Flagger Card that is ODOT approved. Flaggers must be easily identifiable with a reflective vest that shows they are Event Staff.

VIII. ALCOHOL

User agrees that no alcohol will be served or sold on any City property during the Event with the exception of alcohol that would be served and consumed in an age restricted area with City approval.

IX. CITY'S DUTIES

Any work that the City performs for the Event will be reimbursed by the Rotary Club of Gladstone Oak Lodge. An itemized bill will be provided to the Rotary Club of Gladstone Oak Lodge and paid in full to the City within 30 days of invoice. The City may, in its sole discretion, agree to forgive any such invoice for City services or expenses provided to the GCF. City will provide the following services for the Event.

1. The City agrees to loan User barricades and have them available at agreed upon locations. User is responsible for setting up and tearing down barricades, returning them to agreed upon locations.
2. The City agrees to provide usage of available electrical hookups and will not bill the User for electricity used at Patterson Park.
3. The GCF is also asking that the City forgive the cost of the Event insert in the City's July newsletter.
4. Public Works will have the lawn mowed by Wednesday August 2nd, 2023, provide a facility key to the festival chairperson, ensure toilet paper is stocked, and sprinkler systems are shut off the morning of August 3, 2023.

X. USER'S DUTIES

In addition to other User responsibilities set forth herein:

1. The User will be responsible for actual repair and/or clean-up costs incurred by the City if City property is damaged or vandalized as a result of Users use of the Premises under this Agreement and User agrees to reimburse the City for any such actual expenses.
2. User shall, at its expense, provide an emergency plan which must include a first aid station equipped with Emergency Medical Technicians on standby throughout the scheduled Event hours.

3. User will require all food Vendors to have temporary health permits and conform to all regulations as stated by the Clackamas County Health District.
4. User shall prohibit patrons from bringing glass containers of any kind onto the premises.
5. User is responsible for all Event management issues not specifically enumerated in the Agreement.
6. User is to provide all lighting for the Event including the illumination of parking areas for safety.
7. User is to provide all generators needed and have them inspected and approved by the Fire Marshal after set up but before usage.
8. User is to provide temporary restroom facilities at all locations including restrooms that are ADA compliant. User is to provide dumping tanks for the disposal of Vendor's grey water.
9. Any services contracted by the User are to be billed to and in the name of the User. The City shall not incur any bills on behalf of the User.
10. User is to contract for the disposal of all trash, provide all trash receptacles and empty trash containers as frequently as needed.
11. User is to provide smoking receptacles for the safe and appropriate disposal of used cigarettes.
12. User will assist City to pick up and return traffic pylons should they become necessary to use at the GCF.



CITY OF GLADSTONE

Noise Variance Application
 18505 Portland Avenue
 Gladstone, OR 97027
 www.ci.gladstone.or.us

For City Use Only:
Review/Approval:
Fire Dept: _____
Public Works: _____
Police Dept: _____
Admin: _____

Application Information

This is an application for a variance from the City of Gladstone Noise Control Chapter 8.12 of the Gladstone Municipal Code (GMC). Applicant should apply for the variance if your event requires noise otherwise prohibited by City Code. Please read both sides and fill the form out carefully; your application will not be considered unless all information and required site plan is provided and is legible. Use separate pages if necessary. The request may be approved, denied or approved with conditions. Applications shall be submitted at least 45 days prior to date of event. Within five days of submitting the application, the applicant shall provide notice in a form approved by the City (email, hand delivery, door-hangers, regular mail or other means calculated to provide individual notice) to property owners and residents within 250 feet of the location where the sound will be generated. The City will post notice of application on the city website. The applicant shall provide a statement to the City at least 30 days before the scheduled event that notices have been provided as required. The City will normally issue or deny the permit at least 20 days prior to the date of the event. The City Administrator, or designee, may for good cause waive any of the deadlines or timelines established by this application and also may issue a permit notwithstanding the timelines based on the Administrator's, or designee, assessment of the factors outlined in the GMC Chapter 8.12. Any person may provide comments to the City regarding the noise permit application within 15 days of the permit application. The City Administrator, or designee, shall consider written comments in making the decision whether to issue the permit.

Applicant and Organization (if applicable) Name: Gladstone Oak Lodge Rotary	Address/Location of Activity/Event: Max Patterson Park
Mailing Street Address for permit: POB 2	Mailing City, State, ZIP: Gladstone, OR 97027
Contact Telephone/Cell Number(s) : 971.323.3083	Email Address: b.colson@gladstoneoaklodgerotary.org
Name and Type of Activity/Event: Gladstone Community Festival	Expected Attendance: 10,000

Describe specific activities requested for a noise variance:
Concerts and movie in the park

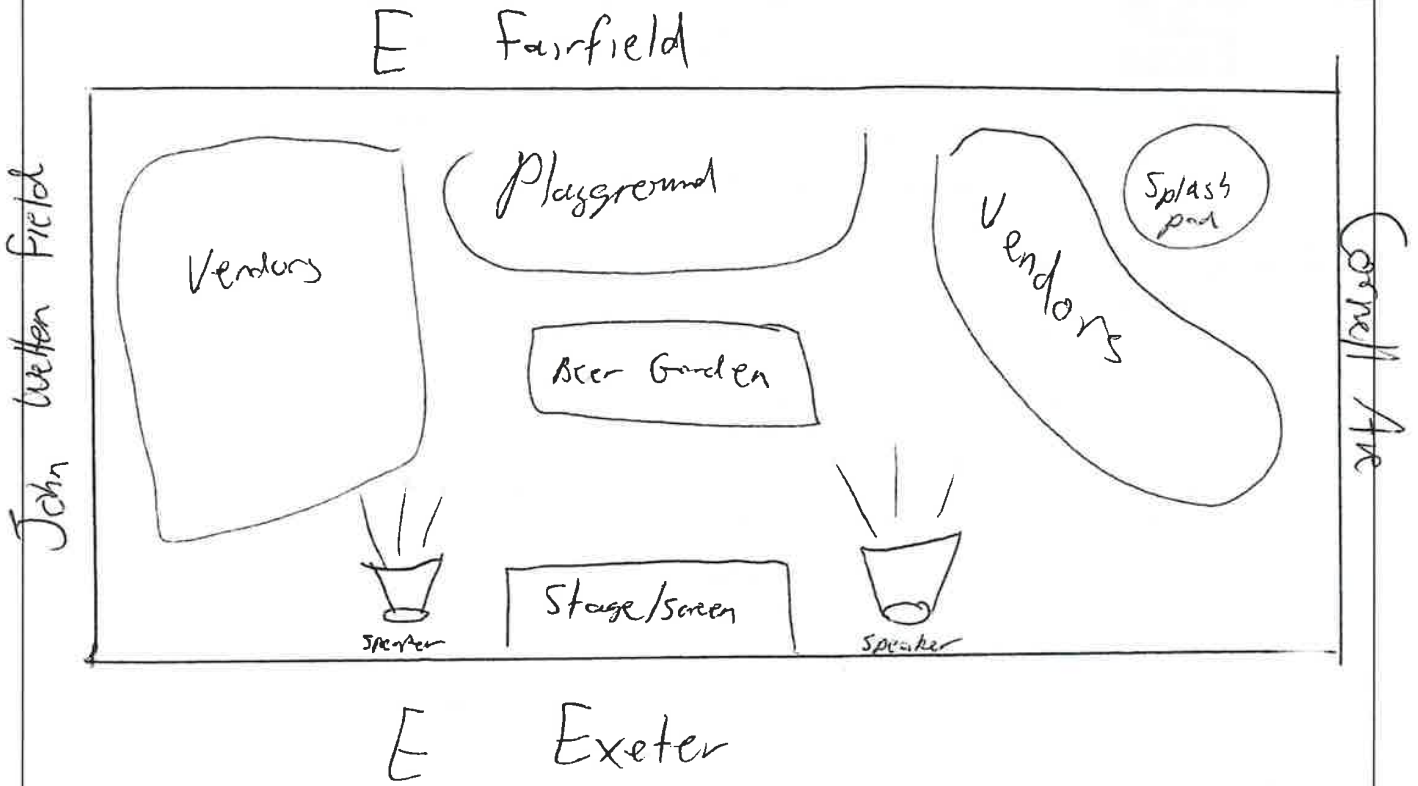
Date of Activity/Event: 08/04/05	Requested Hours: From: 10:00 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm To: 12:00 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm
Number of Neighbors Contacted: All	Method of Neighbor Notification: Community Newsletter

AFFIDAVIT: I ACKNOWLEDGE I HAVE REVIEWED CHAPTER 8.12 OF THE GLADSTONE MUNICIPAL CODE AND HEREBY AGREE TO COMPLY WITH THE PERMIT CONDITIONS AND CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS TRUE, CORRECT AND COMPLETE BASED ON ALL INFORMATION OF WHICH I HAVE KNOWLEDGE.

Applicant Signature: 	Printed Name: Bryce Colson	Date: 05/12/23
--------------------------	--------------------------------------	--------------------------

This permit covers noise only. Additional applications for special event permits may be found at: www.ci.gladstone.or.us

Sketch of site-plan, identify streets and distances to residences:



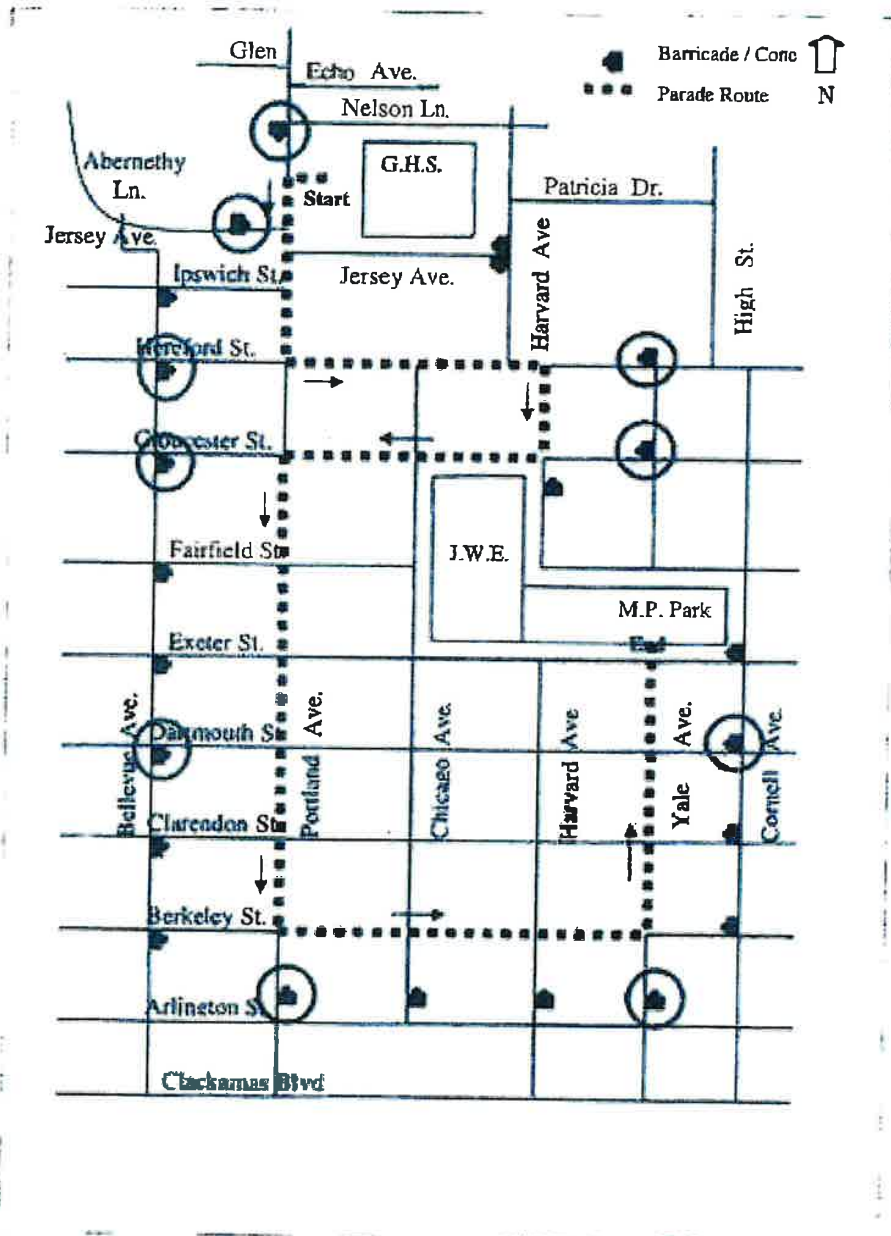
Please submit completed application to: City of Gladstone, 18505 Portland Avenue, Gladstone, OR 97027

or email to: bl@ci.gladstone.or.us

Violation: Failing to obtain a permit when a permit is required or failing to comply with a permit is a violation. A violation of any provision of Chapter 8.12 of the GMC is a class infraction. The property owner may be cited, as well as other responsible for generating the noise. The maximum penalty for the first violation within a one-year period is \$720.00.

Rev 012022

GLADSTONE COMMUNITY FESTIVAL PARADE ROUTE



2023 GLADSTONE COMMUNITY FESTIVAL

EXHIBIT "A"

POLICE DEPARTMENT ESTIMATE:

Staff Time:

- Full-time Officers 40 hours/overtime \$4,500.00

EXHIBIT "B"

PUBLIC WORKS HOURS:

Books to John Wetten Elementary: 20 hours

Logistics & Picnic Tables:

- 6 hours Pick up tables from storage
- 2 hours Purchase and pick up lumber, hardware, tools, generator, etc.
- 16 hours Repair & paint tables
- 8 hours Set up tables in proper locations in park
- 6 hours Return tables to storage

Traffic Control:

- 6 hours Set up barricades & cones
- 4 hours Supervise logistics
- 2 hours Street sweeping routes
- 6 hours Pick up and return barricades and cones to storage

- 12 hours parade barricades

Estimated total labor hours for Public Works Community Festival Preparation:

Estimated cost: \$3,900.00

City of Gladstone Staff Report

Report Date: June 7, 2023

Meeting Date: June 13, 2023

To: Jacque Betz, City Administrator and Gladstone City Council

From: Tiffany Kirkpatrick, Community Service Manager Gladstone Senior Center

AGENDA ITEM

Resolution 1215 – Authorizing the Renaming of the Gladstone Senior Center to Gladstone Community Center – the Spirit of Generations

History/Background

The Senior Advisory Board has worked on renaming the Senior Center over the past several months in our meetings, and by way of surveying the community in-person and virtually. We engaged with City Council members in a work session in May, and are now looking to make the new name a reality for the Gladstone Community by approving Resolution 1215.

Proposal

The mission and vision of the “Gladstone Community Center” is to enhance the vitality and wellness of a multigenerational community through meaningful connections. The Community Center will provide an enriching space for community connections. We intend to continue to encourage and provide space for group activities, meals, recreational classes, share information about health and wellness, as well as other social gatherings that occur within a community.

The Board voted unanimously for the renaming of the Gladstone Senior Center to be “The Gladstone Community Center – The Spirit of Generations”. We feel this incorporates the new Mission and Vision for the center, which is to enhance the vitality and wellness of a multigenerational community through meaningful connections. We now ask for the Gladstone City Council to approve our request.

Options

This is our response on surveying to the community about the renaming options;

We have Survey #1, which was conducted from March 6 – March 20, asked the community for name suggestions for renaming the Center. Outreach included a poster board at the center, posts on social media, the Gladstone Newsletter, and an online survey. We had a combination of handwritten and online submissions.

Total respondents equaled 96, with 31 Online and 65 Handwritten (26 of those from Bingo Night on 3/17). When tallied, most entries were a standalone, meaning a name was suggested only one time. Some names had a total of two or three entries. The largest group was for the suggested name of ‘The Gladstone Community Center’, with 23 entries (8 online and 15 handwritten).

The Gladstone Senior Center Advisory Board discussed the results at their board meeting on March 21. The Board voted to move forward with 5 possible names for the next phase of community outreach.

- The Gladstone Community Center**
- The Center of Gladstone
- The Gathering Place
- The Gladstone Enrichment Center
- The Chautauqua Community Center

We then have Survey #2, which was conducted from March 21 – April 6, asked the community to vote between those 5 possible names. Outreach included a poster board at the center, posts on social media, the Gladstone Newsletter, and an online survey. We had a combination of handwritten and online submissions.

Total respondents equaled 84, with 55 online and 29 handwritten. When tallied, the name selected most was 'The Gladstone Community Center' with 57% of the votes. This included 33 online and 15 handwritten votes (48).

Many of the suggested names from Survey #1 resonated with the Gladstone Senior Center Advisory Board. While the names were not necessarily top choices for an official renaming, it is the opinion of the board that an addition to the official name would only enhance the **overall inclusivity** we are trying to convey to the community. At the Gladstone Senior Center Advisory Board meeting on April 22nd, the board was presented with the following choices:

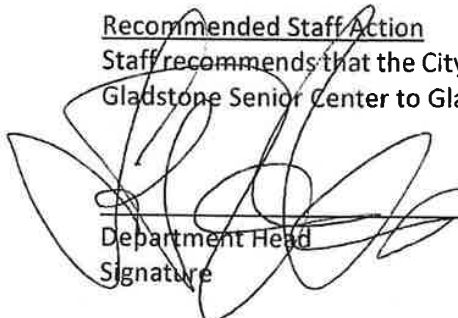
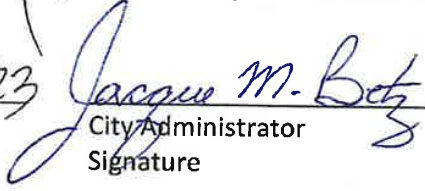
- The Gladstone Community Center – A Place for Everyone
- The Gladstone Community Center – The Heart of Happy Rock
- The Gladstone Community Center – A Gathering Place
- The Gladstone Community Center – The Spirit of Generations**
- The Gladstone Community Center – Multigenerational Connections

Cost Impact

Costs will be associated with new signage, marketing materials, and various office supplies, website, and letterhead.

Recommended Staff Action

Staff recommends that the City Council approve Resolution 1215 authorizing the renaming of the Gladstone Senior Center to Gladstone Community Center- the Spirit of Generations.

	6/7/23		6/7/2023
Department Head Signature	Date	City Administrator Signature	Date

RESOLUTION NO. 1215
CITY OF GLADSTONE, OREGON

*A Resolution Renaming the Gladstone Senior Center to the Gladstone Community Center –
The Spirit of Generations.*

WHEREAS, the Gladstone Senior Center grand opening was June 6, 1981. The Senior Center was opened to allow seniors a special gathering place for senior needs; and

WHEREAS, the Gladstone Senior Center has been a vibrant gathering place for local seniors to congregate, receive hot meals, receive ride assistance to local grocery stores and doctor’s appointments, as well as participate in numerous free classes and activities such as card/ game playing, exercise classes, and TRAM trips to local entertainment and adventure; and

WHEREAS, the Gladstone Senior Center was closed in 2020 due to the Coronavirus (COVID-19) pandemic but continued to provide services, homebound meals, congregate drive through meals while discussion followed regarding creating a re-opening plan to determine options for programming once the Senior Center was allowed to re-open; and

WHEREAS, the Gladstone Senior Center was re-opened in August 2021 and included the development of a Community Services Manager position in lieu of the Senior Center Manager position, responsible for the operations of the Senior Center with an emphasis on development and coordination of volunteers, special programs and activities for a greater population in Gladstone. This position will also receive direction to oversee the Senior Center as “emergency resource center” and

WHEREAS, In the Gladstone City Council adopted goals, the City Council desires to increase involvement for all, which includes completing a community engagement process to update the name of the Gladstone Senior Center to expand multigenerational services, programs, and activities at the Senior Center; and

WHEREAS, the Gladstone Senior Center Advisory Board conducted two surveys in 2023 asking the community for suggestions of renaming the Gladstone Senior Center to incorporate the new mission and vision of the Center which is to enhance the vitality and wellness of multigenerational community through meaningful connections; and

WHEREAS, the Senior Center Advisory Board unanimously recommends the renaming of the Gladstone Senior Center based on community outreach and survey results to The Gladstone Community Center – the Spirit of Generations.

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

Section 1. The Gladstone Senior Center will be renamed “The Gladstone Community Center – The Spirit of Generations.”

Section 2: This resolution becomes effective upon approval.

This Resolution adopted by the Gladstone City Council this ___ day of _____, 2023.

ATTEST:

Michael Milch, Mayor

Tami Bannick, City Recorder

City of Gladstone Staff Report

Report Date: June 6, 2023
Meeting Date: June 13, 2023
To: City Council
From: Cathy Brucker, Finance Consultant

AGENDA ITEM

Resolution No. 1216 - Declaring the City's Election to receive State Revenue Sharing.

History/Background

This Resolution allows the City to elect receipt of State moneys (general funds of the state) that can be used for any governmental purpose. This election is satisfied by the public hearing held at the Budget Committee level (held May 30, 2023) and the City Council level (June 13, 2023). At both meetings, the public has the opportunity to comment on the use of State Revenue Sharing funds. The City expects to receive approximately \$310,000 in the 2023-2025 biennium.

Proposal

Adopt Resolution 1216 in order for the City of Gladstone to share in the State Revenue.

Options

Do not adopt the Resolution. If the Council opts not to adopt Resolution 1216, the City will not receive State Revenue Sharing.

Cost Impact

The City will receive approximately \$310,000 of revenue for general use in the 2023-2025 biennium.

Recommended Staff Action

Staff recommends adoption of Resolution 1216 with the following motion:

"I move to approve Resolution 1216 for the City of Gladstone to continue to receive State Revenue Sharing in the 2023-2025 Biennium Budget."

	6/7/23		6/7/2023
Department Head Signature	Date	City Administrator Signature	Date

RESOLUTION NO. 1216

CITY OF GLADSTONE, OREGON

A Resolution of the City Council of the City of Gladstone, Oregon, declaring the City of Gladstone's election to receive State Revenue Sharing funds (General funds of the State) in the 2023-2025 Biennium.

WHEREAS, The City of Gladstone desires to receive state revenue sharing funds apportioned and distributed to the cities of the state during the 2023-2025 biennium as provided in ORS 221.770; and

WHEREAS, ORS 221.770(1)(a) requires that any city electing to receive a distribution must enact an ordinance or resolution expressing that election and file the same with the Oregon Department of Administrative Services no later than June 30th; and

WHEREAS, ORS 221.770(1)(b) requires that any city electing to receive a distribution must hold at least one public hearing at which citizens have the opportunity to provide written or oral comment on the possible uses of the distributions; and

WHEREAS, the City of Gladstone Budget Committee held a public hearing on the use of State Revenue Sharing funds on May 30, 2023 and June 13, 2023; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gladstone, that the city hereby elects to receive its proportionate share of the state revenues for the 2023-2025 biennium budget pursuant to ORS 221.770 and has met the requirements of ORS 221.770(1) as certified in the declaration certificate.

This Resolution is adopted by the Gladstone City Council and approved by the Mayor this 13th day of June, 2023.

Attest:

Michael Milch, Mayor

Tami Bannick, City Recorder

CITY OF GLADSTONE, OREGON

CERTIFICATION

I, Tami Bannick, City Recorder, certify that a public hearing before the Budget Committee was held on May 30, 2023 and a public hearing before the City Council on June 13, 2023, giving citizens the opportunity to comment on the use of state revenue sharing funds.

Tami Bannick, City Recorder

City of Gladstone Staff Report

Report Date: June 6, 2023
 Meeting Date: June 13, 2023
 To: City Council
 From: Cathy Brucker, Finance Consultant

AGENDA ITEM

Resolution No. 1217 – Certification of Provision of Four or More Services to qualify for State Shared Revenue for the 2023-2025 Biennium.

History/Background

This Resolution allows the City to elect receipt of State Shared Revenue funds by certifying provision of four or more of the mandatory municipal services in the 2023-2025 biennium.

Proposal

Adopt Resolution 1217 in order for the City of Gladstone to receive in the State Shared Revenues (liquor, cigarette and highway taxes). The City anticipates receiving the following revenue amounts:

Type	FY 2023-24	FY 2024-25	Total	Fund receiving the Revenue
Liquor Tax	237,437	249,485	486,922	General
Cigarette Tax	8,883	8,519	17,402	General
Highway Tax	967,028	977,738	1,944,766	Road & Street

Options

Do not adopt the Resolution. If the Council opts to not adopt Resolution 1217, the City will not receive State Shared Revenues.

Cost Impact

The City will receive approximately \$2,449,090 of revenue for use in the 2023-2025 biennium.

Recommended Staff Action

Staff recommends adoption of Resolution 1217 with the following motion:

“I move to approve Resolution 1217 for the City of Gladstone to continue to provide four or more municipal services listed in Section 1, ORS 221.760.”

 Department Head Signature	6/7/23 Date	 City Administrator Signature	6/7/2023 Date
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RESOLUTION NO. 1217

CITY OF GLADSTONE, OREGON

A Resolution of the City Council of the City of Gladstone, Oregon, certifying the City of Gladstone is eligible in the 2023-2025 biennium to receive state shared revenues (Cigarette, Liquor and highway gas taxes) as the city provides four or more municipal services.

WHEREAS, ORS 221.760 provides as follows:

Section 1. The officer responsible for disbursing funds to cities under ORS 323.455, 366.785 to 366.820 and 471.805 shall, in the case of a city located within a county having more than 100,000 inhabitants according to the most recent federal decennial census, disburse such funds only if the city provides four or more of the following services:

- (1) Police protection
- (2) Fire protection
- (3) Street construction, maintenance, and lighting
- (4) Sanitary sewer
- (5) Storm sewers
- (6) Planning, zoning, and subdivision control
- (7) One or more utility services; and

WHEREAS, city officials recognize the desirability of assisting state officers who are responsible for determining the eligibility of cities to receive such funds in accordance with ORS 221.760.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Gladstone hereby certifies that it provides the following four or more municipal services as enumerated in Section 1, ORS 221.760:

- (1) Police protection
- (2) Fire protection
- (3) Street construction, maintenance, and lighting
- (4) Sanitary sewer
- (5) Storm sewers
- (6) Planning, zoning, and subdivision control

This Resolution is adopted by the Gladstone City Council and approved by the Mayor this 13th day of June, 2023.

ATTEST:

Michael Milch, Mayor

Tami Bannick, City Recorder

City of Gladstone Staff Report

Report Date: June 6, 2023
Meeting Date: June 13, 2025
To: City Council
From: Cathy Brucker, Finance Consultant

AGENDA ITEM

Resolution 1218 – Adopt the 2023-2025 City Biennium Budget, Set the Tax Rate, and Categorize the Taxes.

History/Background

State law requires the City Council adopt a budget prior to the end of the fiscal year, which ends June 30, 2023. Beginning July 1, 2023, the City is working once again from a biennial budget. The Budget Committee has recommended the attached budget and tax rate. The overall budget, including all funds, is \$71,374,314.

Proposal

To adopt Resolution 1218 in order to keep the City in compliance with Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB) Rules and Oregon Revised Statute.

Options

City Council must adopt a budget prior to June 30, 2023.

Cost Impact

If the 2023-2025 budget is not adopted by June 30, 2023, the City's authority to spend money or incur obligations expires on June 30. A local government's ability to impose a property tax is also contingent on following the budgeting process.

Recommended Staff Action

Staff recommends adoption of Resolution 1218.


Department Head
Signature

6/7/23
Date


City Administrator
Signature

6/7/2023
Date

Suggested Motions (need all motions separately):

1. Adopting the Budget

I move to adopt Resolution 1218 adopting the 2023-2025 Biennium Budget in the sum of \$71,374,314.

2. Imposing the Tax

I move to adopt Resolution 1218, for both tax years 2023-2024 and 2024-2025, imposing the taxes at a rate of \$4.8174 per \$1,000 of assessed value for the permanent tax rate; and at the rate of \$0.68 per \$1,000 for the Police & Communications local option tax; and \$0.31 per \$1,000 for the Fire and Emergency Medical local option tax.

3. Categorizing the Tax

I move to adopt Resolution 1218, for both tax years 2023-2024 and 2024-2025, categorizing the imposed taxes as follows:

General Fund \$4.8174 per \$1,000; Excluded from Limitation = \$0

Police/Communications Fund \$0.68 per \$1,000; Excluded from Limitation = \$0

Fire and Emergency Medical Fund \$0.31 per \$1,000; Excluded from Limitation = \$0

RESOLUTION NO. 1218

A RESOLUTION ADOPTING THE 2023-2025 BIENNIUM BUDGET

AND SETTING THE TAX RATE

BE IT RESOLVED the Council of the City of Gladstone hereby adopts the budget for the 2023-2025 Biennium in the sum of **\$71,374,314** now on file at the City Recorder’s Office, 18505 Portland Ave., Gladstone.

BE IT RESOLVED the amounts for the fiscal year beginning July 1, 2023 and for the purposes shown below are hereby appropriated:

MAKING APPROPRIATIONS

GENERAL FUND

Administration	\$4,094,179
Information Technology	869,314
Facilities	5,368,469
Municipal Court	811,114
Police	6,992,477
Fire	3,668,444
Parks	1,825,987
Recreation	37,700
Senior Center	909,605
Library	446,540
Debt Service	1,218,274
Contingency	<u>821,908</u>
Total General Fund	<u>\$27,064,011</u>

AMERICAN RESCUE PLAN ACT FUND

Operations	\$513,844
Interfund Transfers	<u>1,853,500</u>
Total American Rescue Plan Act Fund	<u>\$2,367,344</u>

ROAD & STREET FUND

Road & Street Operations	\$4,887,159
Interfund Transfers	1,417,382
Contingency	<u>400,000</u>
Total Road & Street Fund	<u>\$6,704,541</u>

POLICE & COMMUNICATIONS LEVY FUND

Police Levy Operations	\$1,447,301
Contingency Funds	<u>105,197</u>
Total Police & Communications Levy Fund	<u>\$1,552,498</u>

FIRE & EMERGENCY SERVICES LEVY FUND

Fire/EMS Operations	<u>\$861,889</u>
Total Fire & Emergency Services Levy Fund	<u>\$861,889</u>

SEWER FUND

Sewer Operations	\$13,154,413
Interfund Transfers	880,175
Contingency	<u>400,000</u>
Total Sewer Fund	<u>\$14,434,588</u>

WATER FUND

Water Operations	\$11,127,501
Debt Service	357,376
Interfund Transfers	872,678
Contingency	<u>400,000</u>
Total Water Fund	<u>\$12,757,555</u>

STORM WATER FUND

Storm Water Operations	\$3,784,287
Interfund Transfers	537,601
Contingency	<u>400,000</u>
Total Storm Water Fund	<u>\$4,721,888</u>

MUNICIPAL COURT FUND

Municipal Court Operations	\$870,000
Contingency	<u>40,000</u>
Total Municipal Court Operations	<u>\$910,000</u>

TOTAL APPROPRIATIONS/ADOPTED BUDGET ALL FUNDS **\$71,374,314**

IMPOSING THE TAX

BE IT RESOLVED, that the following ad valorem taxes are hereby imposed upon the assessed value of all taxable property within the district for tax years 2023-24 and 2024-25:

- 1) At the rate of \$4.8174 per \$1,000 of assessed value for the permanent tax rate;
- 2) At the rate of \$0.68 per \$1,000 of assessed value for the Police & Communications local option tax;
- 3) At the rate of \$0.31 per \$1,000 of assessed value for the Fire & Emergency Services local option tax.

CATEGORIZING THE TAX

BE IT RESOLVED, that the taxes imposed are hereby categorized for purposes of Article XI section 11b as:

SUBJECT TO GENERAL GOVERNMENT LIMITATION		EXCLUDED FROM LIMITATION
General Fund	\$4.8174/\$1,000	\$0.0
Police & Comm. Levy Fund	\$0.68/\$1,000	\$0.0
Fire & EMS Levy Fund	\$0.31/\$1,000	\$0.0

This resolution is effective July 1, 2023, the above resolution approved and the 2023-2025 Biennium Budget declared adopted on the 13th day of June, 2023.

ATTEST:

Michael Milch, Mayor

Tami Bannick, City Recorder

**GLADSTONE
URBAN
RENEWAL
AGENCY**

GLADSTONE CITY COUNCIL/URBAN RENEWAL AGENCY MEETING MINUTES OF MAY 9, 2023

Meeting was called to order at approximately 7:18 PM.

ROLL CALL:

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

ABSENT: None.

STAFF:

Jacque Betz, City Administrator; Cathy Brucker, Finance Consultant; Chad Jacobs, City Attorney; Tami Bannick, City Recorder;

Mayor Milch called the meeting to order.

REGULAR AGENDA:

12. APPROVAL OF FEBRUARY 14, 2023 MEETING MINUTES:

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

13. ADOPTION OF RESOLUTION UR-71, A BUDGET RESOLUTION TRANSFER WITHIN ORGANIZATION UNIT CATEGORIES:

Ms. Brucker said this resolution requests the transfer of funds between the contingency and materials and services organization units within the current biennium budget of \$40,000. This will keep the URA budget in compliance for the 2022-2023 fiscal year. The Gladstone Library settlement agreement between the City and Clackamas County committed the City to paying half of the demolition costs of the former City Hall building. It was originally budgeted at approximately \$150,000 from the Urban Renewal 2021-2023 budget. Other unknown costs have increased the total project by approximately \$40,000. The funds are available within the contingency line item and may be transferred by resolution pursuant to ORS 294.463 (2) from one organization unit to another within the same fund. There is no overall increase to the Urban Renewal budget.

Councilor Alexander made a motion to adopt Resolution UR-71 to transfer \$40,000 from Contingency to Materials and Services and remain at \$4,370,839 as permitted by ORS 294.463 (2). Motion was seconded by Councilor Huckaby. Ms. Bannick took a roll call vote: Councilor Roberts – yes. Councilor Cook – yes. Councilor Reichle – yes. Councilor Alexander – yes. Councilor Huckaby – yes. Councilor Garlington – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

ADJOURN:

(There was no motion or vote taken to adjourn the meeting.)

Mayor Milch adjourned the meeting at approximately 7:22 P.M.

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

ATTEST:

Michael Milch, Mayor

Tami Bannick, City Recorder

City of Gladstone Staff Report

Report Date: June 6, 2023
Meeting Date: June 13, 2023
To: City Council
From: Cathy Brucker, Finance Consultant

AGENDA ITEM

Resolution UR 72 – Adopt the 2023-2025 Biennium Urban Renewal Budget and Declaration of Tax Increment for the 2023-2025 Tax Years.

History/Background

State law requires the Urban Renewal Board adopt a budget prior to the end of the fiscal or biennial year, which ends June 30, 2023. The Budget Committee has recommended the attached budget and tax rate. The overall budget is \$5,227,997. The tax increment remains unchanged. The Urban Renewal Agency is requesting the maximum amount of revenue that may be raised by dividing the taxes under section 1c, Article XI, of the Oregon constitution and \$0.00 as the amount to be raised through the imposition of a special levy.

Proposal

Adopt Resolution UR 72 to keep the Gladstone Urban Renewal District in compliance with local Budget law.

Options

The Urban Renewal Agency must adopt a budget prior to June 30, 2023.

Cost Impact

N/A

Recommended Staff Action

Staff recommends adoption of Resolution UR-72 with the suggested motion (need both motions separately):

Adopting the Budget

I move to adopt Resolution UR-72 adopting the 2023-2025 Biennium budget in the sum of \$5,227,997.

Declaring Tax Increment

I move to adopt UR-72 declaring the tax increment to remain unchanged for both tax years 2023-24 and 2024-25. The Urban Renewal Agency of the Gladstone Urban Renewal district hereby resolves to request the maximum amount of revenue that may be raised by dividing the taxes under section 1c, Article XI, of the Oregon constitution and \$0.00 as the amount to be raised through the imposition of a special levy.

Cathy Rowles
Department Head
Signature

6/7/23 Date
Jacqueline M. Betz
City Administrator
Signature

6/7/2023
Date

RESOLUTION UR-72

**A RESOLUTION ADOPTING THE BUDGET FOR THE 2023-2025 BIENNIUM
AND SETTING THE TAX RATE**

BE IT RESOLVED that the Urban Renewal Agency of the Gladstone Urban Renewal District hereby adopts the budget for the 2023-2025 Biennium in the sum of \$5,227,997 now on file at the City Recorder’s Office, 18505 Portland Avenue, Gladstone.

RESOLUTION MAKING APPROPRIATIONS

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2023 and for the purposes shown below are hereby appropriated:

URBAN RENEWAL DISTRICT:	
Materials & Services	\$ 129,000
Debt Service	1,076,272
Special Payments	590,503
Contingency Funds	<u>3,432,222</u>
Total Urban Renewal District Fund	\$ 5,227,997
TOTAL APPROPRIATIONS ALL FUNDS:	\$ 5,227,997

RESOLUTION DECLARING TAX INCREMENT

Option One - Declaration of Tax Increment

BE IT RESOLVED that the Urban Renewal Agency of the Gladstone Urban Renewal District hereby resolves to certify to the county assessor for the Gladstone Urban Renewal District Plan Area a request for the maximum amount of revenue that may be raised by dividing the taxes under section 1c, Article XI, of the Oregon Constitution and \$0.00 as the amount to be raised through the imposition of a special levy for both tax years 2023-24 and 2024-25.

Resolution UR-72 is effective on July 1, 2023.

THE ABOVE RESOLUTION STATEMENTS WERE APPROVED AND DECLARED ADOPTED ON THIS 13th DAY OF JUNE, 2023.

ATTEST:

Michael Milch, Chairperson,
Gladstone Urban Renewal Agency

Tami Bannick, City Recorder



REGULAR AGENDA