



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

6:30 p.m. - CALL TO ORDER

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

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/89285656039?pwd=OUNFT0QvTE9NVWhqUFNQZWRkc1g0Zz09>

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If members of the public would like to comment on an agenda item (either virtually or in person) please email your comments to bannick@ci.gladstone.or.us prior to 12:00 p.m. (noon) on July 11, 2023. Individuals attending in person may submit a speaker card to the City Recorder prior to the beginning of the meeting. Comments are limited to three (3) minutes.

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

ROLL CALL

FLAG SALUTE

AGENDA ADDITIONS OR CORRECTIONS

CONSENT AGENDA:

1. Approval of June 13, 2023 Regular Minutes
2. Approval of May Bank Balances
3. Budget Report for Period ending 05-31-2023
4. Approval of May Check Register
5. Legal Costs on Projects for May
6. Department Head Monthly Reports for June 2023
7. Consider Approval of a Personnel Services Agreement between the City of Gladstone and Amy Lindgren for Municipal Judge Services

8. Approval of Resolution 1219 - Authorizing the City Administrator to Sign an Intergovernmental Agreement (IGA) for Lending Personnel within Clackamas County when Personnel are unable to get to Normal Reporting Location.

CORRESPONDENCE: None

9. **REPORT – CLACKAMAS FIRE DISTRICT UPDATE** – Lt. Andrew Gordian/Fire Chief Nick Browne

10. **PRESENTATION** – Clackamas River Basin Council – Eric Butler, Riparian Specialist

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. INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN OAK LODGE WATER SERVICES AND THE CITY OF GLADSTONE RELATING TO PROVISION OF DOMESTIC WATER, WASTEWATER AND STORMWATER SERVICES

Consider approval of an IGA with Oak Lodge Water Services relating to provision of domestic water, wastewater and stormwater services

13. RESOLUTION 1220 – UPDATING THE MASTER FEE SCHEDULE AND REPEALING RESOLUTION 1214 – RATE CHANGES FOR COMMUNITY CENTER RENTALS, UTILITY RATES, PLANNING FEES, PUBLIC RECORDS REQUESTS FOR POLICE BODY CAMERA FOOTAGE, SYSTEM DEVELOPMENT CHARGES (SDC's)

Consider approval of Resolution 1220 – repealing Resolution 1214 – including rate changes for Community Center rentals, utility rates, planning fees, public records requests for police body camera footage and system development charges (SDC's)

14. PUBLIC HEARING – ORDINANCE 1522 – AMENDING GLADSTONE MUNICIPAL CODE (GMC) CHAPTER 17.14 – MR – MULTI-HOUSEHOLD RESIDENTIAL ZONING DISTRICT TO BE “ALLOWED OUTRIGHT” AND REVIEWED UNDER THE EXISTING CLEAR AND OBJECTIVE STANDARDS APPLICABLE TO DUPLEXES AND MULTI-FAMILY

Consider approval of Ordinance 1522 – amending GMC Chapter 17.14 to be allowed outright and reviewed under the existing clear & objective standards applicable to duplexes and multi-family

15. RESOLUTION 1221 – SUBMITTING TO REGISTERED VOTERS OF THE CITY A CONTINUED LOCAL OPTION TAX AT A RATE OF \$.68 PER \$1,000 ASSESSED VALUE ANNUALLY FOR FIVE YEARS TO PROVIDE POLICE SERVICES

Consider approval of Resolution 1221 – a continued local option tax at a rate of \$.68 per \$1,000 assessed value annually for five years to provide police services

16. RESOLUTION 1222 – SUBMITTING TO REGISTERED VOTERS OF THE CITY A CONTINUED LOCAL OPTION TAX AT A RATE OF \$.31 PER \$1,000 ASSESSED VALUE ANNUALLY FOR FIVE YEARS TO PROVIDE FIRE AND EMERGENCY SERVICES

Consider approving Resolution 1222 – a continued local option tax at a rate of \$.31 per \$1,000 assess value annually for five years to provide fire and emergency services

17. INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CLACKAMAS COUNTY JUVENILE DEPARTMENT AND THE CITY OF GLADSTONE FOR JUVENILE DIVERSION PROGRAM

Consider approving an IGA between the Clackamas County Juvenile Department the City of Gladstone for Restoring Individuals, Communities and Hope (RICH) Juvenile Diversion Program

BUSINESS CARRIED FORWARD

BUSINESS FROM THE AUDIENCE

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

BUSINESS FROM THE COUNCIL –

ADJOURN

Upcoming Meeting Dates:

- July 25, 2023 – City Council Work Session Meeting – 5:30 p.m.
- August 8, 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 known 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 JUNE 13, 2023

Meeting was called to order by Mayor Milch at 6:31 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; Cathy Brucker, Finance Consultant; Tiffany Kirkpatrick, Community Services Manager, David Doughman, 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 said that next Monday, June 19th, marks the second observance in Gladstone of the federal holiday known as Juneteenth, which celebrates the emancipation of enslaved African Americans in 1863, news of which did not reach parts of the southeast part of the United States until June 19th, 1865. Juneteenth has a special meaning to black and African Americans and has been celebrated for over 150 years. The Gladstone City Council adopted Resolution 1194 by unanimous vote on June 8th, 2021, declaring Juneteenth an annual legal holiday in Gladstone. Juneteenth is a day of reflection and a day of renewal. It is a moment in time to appreciate not only the black and African American experience, but it is inclusive of all races, ethnicities, and nationalities. Juneteenth is a day that we can come together as a community to listen, learn, and refresh the drive to achieve. It is a day where we can come one step closer to better utilizing the energy wasted on racism and instead to cultivate knowledge and appreciation of black and African American history and culture.

AGENDA ADDITIONS OR CORRECTIONS:

None.

CONSENT AGENDA:

1. Approval of May 9, 2023 Regular Meeting Minutes
2. Approval of April Bank Balances
3. Budget Report for Period ending 4-30-2023
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

Councilor Huckaby asked to pull item #1. She said on page 1-6 and 1-7 there is a misquote that states that Councilor Huckaby urged everybody to visit our own Representative Vanessa Hartman's social media and this could be found on her Instagram at "Vanessafororegon. She was referencing *Annessa* Hartman, not Vanessa.

Councilor Huckaby made a motion to approve Consent Agenda Item #1, as corrected. Motion was seconded by Councilor Alexander. 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.

Councilor Roberts made a motion to approve Consent Agenda Items 2 - 9. Motion was seconded by Councilor Alexander. 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.

CORRESPONDENCE:

None.

10. REPORT FROM CLACKAMAS FIRE DISTRICT #1:

Assistant Fire Chief Brian Stewart and Lieutenant Dusty Mock gave a report. There were 256 total incidents that Engine 22 responded to. 136 of those incidents were within the City. June 21st will be the open house – they welcome everyone to come and check out the remodel of the fire station.

Two Lieutenants that were from Gladstone Fire have now taken the lieutenant's test and both passed, so they will probably be getting promoted in the next year or two.

They have given tours to some elementary schools in the community.

AMR has started at High Rocks – from Memorial Day to Labor Day. They are going to do some joint training with them so they can work on better communication and best access points to get patients in and out of High Rocks.

There was one house fire within the City limits, and they responded to two other fires in the Oak Grove area.

There are going to be quite a few new firefighters coming to the station, as well as new Lieutenants. They will be attending and helping out with the City's barbeque/picnic on July 4th at Max Patterson Park. The crew will be out in the community, passing out helmets, taking photos, etc.

Councilor Garlington asked about fire hazards related to tall grass/people not mowing their lawns – she asked Ms. Betz if they could add that to the newsletter. Ms. Betz believes it is in Chief Schmerber's monthly cover letter, but they can reiterate that in the newsletter.

Assistant Chief Stewart said that former city employees, Kirk Stempel, Richard Newton, and Rick Huffman "have just been killing it". As they incorporate other organizations into Clackamas Fire they appreciate the talent and dedication that is brought with individuals.

They just activated a task force to go to the Hat Rock fire in Umatilla County – several local agencies will be sending four Type 6 engines and a water tender to assist. One of the State Incident Management teams is being activated for the first structural protection assignment in the State – in Pendleton. About a week and a half ago they had a 20-acre fire in Beaver Creek. ODF was available and brought their airship to drop water on the fire. They also brought other local resources in as well, including our hand crew and Coffee Creek hand crews.

They graduated six new firefighters last Thursday – they are all laterals from different agencies. They have 14 people taking tests coming up. The apprenticeship academy started yesterday – it's a great group and they will learn a lot in the next four months.

Clackamas Fire will be administering approximately \$1 million worth of ARPA grants that was scoped to work on a community paramedic program about two years ago. It will look at improving community access to health care, including community paramedicine enhancements as well as working on low acuity call responses.

11. GLADSTONE CITY EVENT ANNOUNCEMENTS:

Bob Everett, Gladstone/Oak Lodge Rotary Club, said the bingo game was supposed to be this Friday – they decided to close down for the summer months. They appreciate everybody who showed up. They have new plans for the next season, starting in September.

Ms. Betz said the open house at the Fire station will be next Wednesday, the 21st (from 4:00 – 6:00 P.M.) There will also be the groundbreaking for the Library (2:00 P.M.).

Mayor Milch said tomorrow night, starting at 7:00 P.M., is the graduation ceremony for Gladstone High School at the stadium.

REGULAR AGENDA

12. GLADSTONE COMMUNITY FESTIVAL AGREEMENT:

Ms. Betz said they are looking for authorization for the City Administrator to sign a Gladstone Community Festival agreement. The dates are August 4th through the 5th. The costs are included in the budget. They are happy to have the partnership with the Rotary Club to contribute to the safety of the event.

Bob Everett from Gladstone/Oak Lodge Rotary Club and Bryce Colson, the Chairman of the Festival, went over the highlights of the events that will be happening. Mr. Colson thanked Tami Bannick, Ms. Betz, and Hayley Kratz. He also thanked everyone for the City Tourism grant – they are excited to be recipients of that. They managed to get bigger name entertainment, they are expanding the beer garden, etc. with those funds. There is no charge to go on the inflatables or to enjoy the music. There will be over 50 local vendors. Mr. Everett thanked the City for helping with the event. He said on Sunday there will be a car show, but it is not associated with the Festival. They have a new website: Gladstonecommunityfestival.com. They do need donations because it is a very expensive event. If you want to get your name printed on a beer garden table it costs \$100. They also need a lot of volunteers to make this happen. They need about 50 people to run the inflatables. You can sign up to volunteer for a 2-hour shift on the website. They also need volunteers to help with the clean-up, from midnight to 2:00 A.M.

There will be a “Dunk A Chief” competition – Chief Schmerber and Fire Chief Brown will participate in the event. The money raised goes to public safety programs (bike helmets, smoke alarms, etc.).

Councilor Alexander made a motion that the City Council 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 4th – 5th, 2023.

Councilor Reichle asked about page 12-4 - there is a box acknowledging the liability agreement and it hasn't been checked. Ms. Betz said they will need to have Mr. Colson check that box. Mr. Everett said because they change over on July 1st they will be getting a new policy at that time.

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

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

Ms. Betz said they just had a work session on this item. Tiffany Kirkpatrick, Community Services Manager, went over the staff report. The Senior Center Advisory Board has worked hard over the last few months about how to go about changing the name of the Center. They did surveys to get suggestions for a new name. They are confident that this is the right direction for Gladstone to have a community center that focuses on multi-generational community as well as continuing to serve seniors in the community. They want to make more partnerships and find other revenue avenues, which would be ideal, and doing some fun things. They made contact with the current Gladstone Community Club – Robert Haltiner came to the Center and said he supports the name change and doesn't feel that it would effect or interrupt their services.

Councilor Roberts made a motion to adopt Resolution 1215, authorizing the renaming of the Gladstone Senior Center the Gladstone Community Center – The Spirit Of Generations. 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.

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

Ms. Betz said the Budget Committee met twice (May 30th & June 13th) – they had an incredible Budget Committee. Ms. Brucker said this is a culmination of about seven months' worth of work by staff and the Budget Committee. The City needs to pass this resolution in order to receive State general fund monies that are used for any governmental purpose. It's satisfied by the public hearing held at the Budget Committee that they did on May 30th, 2023 and then at the City Council level tonight. The public has the opportunity to comment on the use of State revenue sharing funds at both meetings. The City expects to receive approximately \$310,000 in the 2023-2025 biennium. Staff recommends adoption of Resolution 1216.

PUBLIC COMMENT:

None.

Mayor Milch closed the public comments.

Councilor Alexander made a motion to approve Resolution 1216 for the City of Gladstone to continue to receive State Revenue Sharing in the 2023-2025 biennium budget. Motion was seconded by Councilor Roberts. Ms. Bannick took a roll call vote: Councilor Cook – yes. Councilor Roberts – yes. Councilor Garlington – yes. Councilor Huckaby – yes. Councilor Alexander – yes. Councilor Reichle – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

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

Ms. Brucker explained that this is for the certification of provision of four or more services to qualify for State shared revenue for the 2023-2025 biennium. The City provides more than four of the seven required services listed, so they are eligible for this. This resolution will allow the City to receive those revenues. They anticipate receiving approximately \$2,449,090 throughout the biennium. These are commonly referred to as the sin taxes (liquor, cigarette, and the highway taxes). Staff recommends adoption of Resolution 1217.

Councilor Cook made a motion 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. 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.

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:

Ms. Brucker said that State law requires that the City Council adopt the budget prior to the end of the fiscal year, which ends June 30th, 2023. Beginning July 1, 2023 the City is working from a biennial budget and the Budget Committee has recommended the budget and tax rate included in the packet. The overall budget, including all funds, is \$71,374,314. If this is not adopted by June 30th, 2023 the City’s authority to spend money or incur obligations expires on that day. The City’s ability to impose property taxes is also contingent on following the budget process. All three parts of this resolution need to be approved separately. There was opportunity for community participation in the Budget Committee meetings and also in tonight’s meeting.

Councilor Huckaby made a motion to open the public hearing. Motion was seconded by Councilor Roberts. 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.

Mayor Milch opened the public hearing.

PUBLIC COMMENT:

John Kihlstrum said at the bottom of the budget there are other borrowings of \$7,597,000 and asked where in the budget it shows that that is being paid off. Ms. Brucker said those borrowings are within the general fund and they are portrayed in the debt service, which is under additional information section (page 89).

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

Mayor Milch closed the Public Hearing.

Discussion:

Councilor Garlington wanted her “park friends” to know that she tried really hard to get them more money. The City is doing everything they can and maybe next time.

Councilor Cook said the quality of the discussion, particularly from the citizen members of the Budget Committee, was outstanding. Everyone should be very proud of how the process went. Mayor Milch agreed.

Councilor Alexander made a motion to adopt Resolution 1218, adopting the 2023-2025 Biennium Budget in the sum of \$71,374,314. Motion was seconded by Councilor Reichle. Ms. Bannick took a 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.

Councilor Roberts made a motion to adopt Resolution 1218 for both tax years 2023 through 2024 and 2024 through 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 of assessed value for the Police and Communications local option tax, and \$0.31 per \$1,000 of assessed value for the Fire and Emergency Medical local option tax. Motion was seconded by Councilor Alexander. Ms. Bannick took a roll call vote: Councilor Garlington – yes. Councilor Huckaby – yes. Councilor Alexander – yes. Councilor Reichle – yes. Councilor Cook – yes. Councilor Roberts – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

Councilor Roberts made a motion to adopt Resolution 1218 for both tax years 2023 through 2024 and 2024 through 2025, categorizing the imposed taxes as follows: General Fund - \$4.8174 per \$1,000 excluded from limitations equaling zero. Police and Communications Fund - \$0.68 per \$1,000 excluded from limitations equaling zero, and Fire and Emergency Medical Fund - \$0.31 per \$1,000 excluded from limitations equaling zero. Motion was seconded by Councilor Reichle. Ms. Brucker explained that “excluded from limitation” means that these are fully taxable under the current laws. Ms. Bannick took a roll call vote: Councilor Alexander – yes. Councilor Huckaby – yes. Councilor Reichle – yes. Councilor Cook – yes. Councilor Roberts – yes. Councilor Garlington – yes. Mayor Milch – yes. Motion passed with a unanimous vote.

ADJOURN TO GLADSTONE URBAN RENEWAL AGENCY MEETING

RECONVENE TO REGULAR CITY COUNCIL MEETING

BUSINESS CARRIED FORWARD:

None.

BUSINESS FROM THE AUDIENCE:

Alex Lopez, Deputy District Director for Congresswoman Lori Chavez-DeRemer, said his role is to be their point of contact from her office dealing with anything related to federal issues. Constituent outreach and work are at the heart of public service and the City Councilors are on the front lines of that. He is sure they have had citizens come to them with many problems. He said if they ever have citizens that need help with navigating the federal government, that is what he is here for. Recently they have had almost 300 case requests and they have solved between 150 – 200 of them, and still have approximately 100 active right now. In addition to constituent work he is also available to discuss federal legislation or federal appropriations details as well as information on grant opportunities to the City. He thanked the Council for the opportunity to speak tonight and encouraged them to reach out to him with any questions.

Clair Coy said at last month’s meeting the Council appointed members to open positions on boards. She had applied to the Traffic Safety Board. In Ordinance 1484, under Article 2.60.020, for membership and qualifications, it states: Whenever possible the person will be appointed who has demonstrated interest, experience, or expertise in some area of traffic planning and design construction. Her question is, since

there was clear disregard of her experience and background, can they please answer what metric was used to determine the voting choice? If not those of our written charter and municipal codes. She said it is their duty as Council members, and they took an oath to fairly represent each and every community member, so if the board selection process is going to be ignored, then as community members we should be able to ask why. It is their duty as a Council to vote into action what is good for the community, setting aside all personal agendas by solemnly swearing they will support the charter and municipal codes of the City of Gladstone. As a transportation industry professional of over twenty-five years, as well as a Gladstone resident, she wholeheartedly believes she was the candidate that would have been more knowledgeable and impactful on that board. Her opponent had lived in Gladstone for six months and listed no interest or history in transportation. With that said, it is also important that all Council members are reading their material ahead of the meetings and forming their own opinions about who to vote for based on community needs. In the voting, one Councilor said “I guess I’ll go with Kihlstrum”. This doesn’t sound as though this Councilor read the material at all. So this is just maybe a reminder of the Councilor’s sworn duty and what they agreed to do on behalf of every citizen. Please take a step back and maybe a moment of personal reflection and ask yourself if the applications were turned in with no names on them, making it possible to set aside all personal and political agendas, would the outcome have been the exact same? She has been involved in the community a long time, raising her family here, and has been elected to one of the boards in the past. You want community members to be involved, so ask yourselves, am I personally fulfilling my duty to the citizens? How do we be sure we’re upholding our sworn duties while also fostering an open and honest culture so that your community members want to either become involved or stay involved and volunteering?

John Kihlstrum asked where he could find the Consent Agenda and how does he know what’s going on? He sees things in there that he doesn’t remember being discussed at the last Council meeting. Mayor Milch said it is available on the City’s website under “Agendas and Meetings” – the packets are a PDF document that include each item on the agenda in more detail. He said they give Councilors the opportunity to pull items from the agenda if they want to discuss them in more detail.

Councilor Cook said that the packets are quite large. She asked if a citizen wants to access this information in paper form, can they come to City Hall and request a paper copy? Ms. Betz said yes, they have a copy available for people to review.

BUSINESS FROM THE COUNCIL:

Councilor Reichle:

She said that the Parks and Rec Board met last night and got some updates. There are two design options chosen by the Board for the play structure at Meldrum Bar Park – they will be posted on the City’s website and at some of the parks for the community to review and vote on. Installation will happen sometime in the Fall. After that the Robin Hood Park improvements will happen. They are still in the process of getting the paved trail project for the Nature Park finalized – it still has to go through approvals of various State departments. They are looking at next Spring for the project to be completed. The restrooms at High Rocks have been closed/locked and the port-a-potties have been installed.

Councilor Cook:

They said this is a challenging time – it’s Pride Month and there is a lot to celebrate there. It’s currently popular in some circles to ridicule and harass queer and trans people, including children. Some states are using legislation as a weapon to harass and drive trans people out of their states. In this greater cultural environment is having an effect on our kids. Queer youth are more than four times more likely to attempt suicide than their peers. Having at least one accepting adult in their lives reduces the risk of suicide in queer youth by forty percent. Queer youth who have high levels of social support from their family reported attempting suicide at less than half the rate of those who felt low or moderate support from their families.

This is a national issue that's going on – this is not specific to Gladstone. They are choosing to bring it up here because it came home to them this week. Last Thursday afternoon they got a call from a community member asking for help. A fourteen-year-old trans child from our community took their own life the night before. And a few trans teens and their parents were gathering together to grieve. They spent some time talking to these teens and their parents and listening to the challenges that they're facing. Queer and trans kids are not at greater risk of suicide because there's something wrong with them. They are at greater risk because they're living in an environment that is exceptionally hostile to them. Being a parent is always hard – you always worry about your kids. There's no one they know who is more afraid right now than the parents of trans teens. Knowing the ongoing hate and hostility that your kids are facing on a daily basis, often from people in authority, is horrific. They want to ask parents to make sure your kids know that you love and support them unconditionally. There's a difference between being tolerated and being embraced. Make sure your kids know that you love, affirm, and support them no matter what. If you're not there, if that's not where you're at as a parent and you need help getting there, reach out to PFLAG, Parents and Friends of Lesbians and Gays. We have all been raised in a world that is hostile to queer people and it takes time to unlearn these ideas and be the support that your kids need. Everyone should understand that every anti-trans joke, every derisive comment is adding another burden on the queer people who are living in a hostile world. To their fellow Councilors and City staff, we have opportunity to actively embrace all people in our community, including our queer and trans youth and adults. As business comes before the Council we should be actively considering how it effects this vulnerable community. For the queer children in our community, the queer teens, thank you for the light, the brilliance, and the joy that you are bringing into this world. We love you and we need you here in Gladstone.

Councilor Alexander:

He thanked Councilor Cook for being there for that family.

Councilor Huckaby:

She said on June 5th, she, along with Councilor Cook, Mayor Milch, and Ms. Betz attended the Clackamas County Business Alliance Dinner with other elected officials from the County. They learned from attending mayors what they were excited about in their cities and some of the challenges they are facing. Topics included: I-205 tolling, how to help our houseless neighbors, and new state legislation. She said Mayor Milch did an excellent job representing our city.

On June 6th she attended the 42nd anniversary celebration of our Senior Center. It was a nice event with music from Rae Gordon, food, and community. It was neat to see pictures from the past four decades of the Center and the community that has been involved with it. She saw the food pantry and met two of the hardest working volunteers, Audrey and Dave. She urged anyone to volunteer there.

On June 9th she attended the Community College's Summer Connections event, which celebrates both Juneteenth and Pride Month. Other elected officials attended, such as Representative Annessa Hartman, County Administrator Gary Schmidt, and County Clerk Catherine McMullen. It was a well-attended event. There were lots of info booths that included some cool swag, drag queen bingo, and performances from them. She encouraged more of the Councilors to attend in the future.

Regarding what Councilor Cook talked about – late last week two Councilors were called in to support some of our local families, their parents, and our trans youth who lost a friend to suicide. Earlier this year, when they set up their goals, the Council made a commitment to diversity, equity, and inclusion. As of yet they have not had that training. She knows it is important to all of them because we all agreed that it is a Council goal and that we want to work towards it. She would like to reaffirm her commitment to our community, our LGBTQ families and kids, that she will continue to work to move our city in that direction. We have a lot of growth to do. She also wants to move us away from tolerance, into celebration and recognizing all of our queer youth and our LGBTQ community.

Councilor Garlington:

She said her heart goes out to that family and she hopes they reach out for help.

She congratulated the Gladstone High School class of 2023. She hopes that all of them find their future in the place that they want it to be and that they look ahead and never behind.

She thanked Staff for the budget – she knows it takes an enormous amount of work.

She asked if anyone had thought about changing the name of our Senior Center Advisory Board to the Gladstone Community Center Advisory Board.

She hopes to see everyone at the upcoming events. She reminded everyone in Gladstone that we have an ordinance that fireworks are illegal. They bother people's dogs, so your consideration for your neighbor is of the utmost of importance.

Mayor Milch:

He will be attending the High School graduation because he has three family members who are graduating.

He said the School Board approved their budget. They are hopeful that their funding will come through.

He and Ms. Betz attended the C-4, Clackamas County Coordinating Committee, retreat. This was a retreat of leaders in Clackamas County (mayors, County Commissioners). Their focus was on two primary issues: homelessness and tolling. Representative Hartman provided information on things from the State perspective regarding the tolling issue.

He was invited to appear on a local television program that features local mayors and had a chance to say a few things about our schools, the tolling issue, and announce that we have our library groundbreaking coming up.

He said how much we offer to help other people, like so much else, depends on whether we see them as sharing a part of our identities. The philosopher Peter Singer refers to this idea as a moral circle, the boundaries of which determine who is deserving our concern and who is not. Many of the things that we now consider fundamental human rights, like free speech, freedom from oppression, and voting have expanded over time from privileges possessed only by a few in our society and the ruling classes to larger groups. The expansion of rights to women, ethnic, racial, and religious minorities, the LGBTQ community and so on, can be understood as a widening of what Peter Singer calls this moral circle. The boundaries of our identities are not fixed. They can vary across time and situations based on what is most salient. While Martin Luther King may have been right when he said, "The arc of the moral universe is long, but it bends toward justice". The people we feel a responsibility to help and care for in any given situation is fluid. He appreciates that we have caring people in this community at all levels. Volunteering in our schools and reaching out to children. He remembers the experience they went through as a community during the ice storms when people pulled together and provided meals, warmth, and care to those who were most effected by that. We had a large area devoted to helping people who were evacuated during the fires over Labor Day weekend of 2020 also. We are people who care for one another and who help people feel that they belong. That's a great quality in a city and it gives us great pride in serving a city that has those qualities. We can do better. We can improve. We can widen that moral circle to include more people than it currently does. We may do that on an individual level. We may do that sort of officially as a community. That's the direction that he sees us moving and he is pleased to serve this community because of that.

Mayor Milch asked for a motion to adjourn the meeting.

ADJOURN:

Councilor Roberts 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 8:02 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	\$ 26,787,288.89	
LGIP - Urban Renewal Agency #4650	3,026,631.40	3,044,090.09	3,046,134.87	3,063,034.68	2,916,961.56	
Checking Accounts:						
General Fund	263,332.98	173,516.25	207,235.93	110,066.38	124,582.19	
Urban Renewal	64,161.30	34,204.82	34,204.96	34,205.10	34,288.41	
Municipal Court	31,584.02	28,643.23	42,541.28	61,942.84	39,066.22	
Totals	\$ 30,488,781.76	\$ 30,722,018.47	\$ 31,274,420.66	\$ 30,291,239.44	\$ 29,902,187.27	\$ -



City of Gladstone

Budget Report Account Summary

For Fiscal: 2022-2023 Period Ending: 05/31/2023

Revenue	Original Total Budget	Current Total Budget	2021-2022 Activity	May 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	15,136.18	4,627,040.52	9,210,341.05	-90,384.95	99.03 %
<u>100-000-310050</u> PRIOR YEAR TAXES	90,000.00	90,000.00	38,392.58	2,137.50	48,431.60	86,824.18	-3,175.82	96.47 %
<u>100-000-314045</u> TRANSIENT LODGING TAX	250,000.00	250,000.00	161,568.24	3,376.48	136,442.57	298,010.81	48,010.81	119.20 %
RptType: 3100 - LOCAL TAXES Total:	9,640,726.00	9,640,726.00	4,783,261.35	20,650.16	4,811,914.69	9,595,176.04	-45,549.96	99.53 %
RptType: 3110 - STATE SHARED TAXES								
<u>100-000-310170</u> STATE REVENUE SHARING	260,000.00	260,000.00	145,537.67	30,883.59	115,508.71	261,046.38	1,046.38	100.40 %
<u>100-000-311010</u> ALCOHOL TAX REVENUE	451,282.00	451,282.00	225,061.16	20,441.27	181,045.22	406,106.38	-45,175.62	89.99 %
<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	0.00	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	51,324.86	324,964.11	748,835.17	-35,467.83	95.48 %
RptType: 3120 - RIGHT OF WAY FEES								
<u>100-000-312010</u> GLADSTONE DISPOSAL FRANCHISE FEE	250,000.00	250,000.00	121,293.22	0.00	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	71,529.13	130,787.94	260,465.37	33,465.37	114.74 %
<u>100-000-312040</u> COMCAST CABLE TV FRANCHISE FE	276,000.00	276,000.00	145,973.30	35,645.97	106,001.30	251,974.60	-24,025.40	91.30 %
RptType: 3120 - RIGHT OF WAY FEES Total:	1,553,000.00	1,553,000.00	831,845.59	107,175.10	797,908.79	1,629,754.38	76,754.38	104.94 %
RptType: 3130 - LICENSES AND PERMITS								
<u>100-000-313010</u> BUSINESS LICENSE FEES	135,000.00	135,000.00	80,280.00	1,820.00	90,755.00	171,035.00	36,035.00	126.69 %
<u>100-000-313015</u> LIQUOR LICENSE RENEWALS	1,500.00	1,500.00	805.00	0.00	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	975.00	10,150.00	19,665.00	6,665.00	151.27 %
<u>100-000-313025</u> PARKING PERMITS	500,000.00	500,000.00	115,012.00	13,571.00	80,416.00	195,428.00	-304,572.00	39.09 %
RptType: 3130 - LICENSES AND PERMITS Total:	649,500.00	649,500.00	205,612.00	16,366.00	182,066.00	387,678.00	-261,822.00	59.69 %
RptType: 3140 - CHARGES FOR SERVICES								
<u>100-000-314010</u> RECREATION FEES	4,000.00	4,000.00	7,127.28	1,920.00	12,674.79	19,802.07	15,802.07	495.05 %
<u>100-000-314015</u> SENIOR CENTER BUILDING RENTAL FEES	7,500.00	7,500.00	2,295.00	760.00	4,676.25	6,971.25	-528.75	92.95 %
<u>100-000-314020</u> PLANNING APPLICATION FEES	35,000.00	35,000.00	32,757.20	9,097.12	32,281.12	65,038.32	30,038.32	185.82 %
<u>100-000-314025</u> SOCIAL SERVICES CONTRACT	80,000.00	80,000.00	46,613.46	0.00	32,399.52	79,012.98	-987.02	98.77 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	May Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
<u>100-000-314030</u>	8,000.00	8,000.00	6,560.55	660.00	4,200.00	10,760.55	2,760.55	134.51 %
RptType: 3140 - CHARGES FOR SERVICES Total:								
	134,500.00	134,500.00	95,353.49	12,437.12	86,231.68	181,585.17	47,085.17	135.01 %
<u>100-000-314110</u>	0.00	0.00	0.00	0.00	4,454.72	4,454.72	4,454.72	0.00 %
<u>100-000-314111</u>	0.00	0.00	0.00	0.00	7,731.63	7,731.63	7,731.63	0.00 %
RptType: 3141 - SDC								
	0.00	0.00	0.00	0.00	12,186.35	12,186.35	12,186.35	0.00 %
<u>100-000-315030</u>	0.00	91,000.00	53,030.01	698.85	9,515.21	62,545.22	-28,454.78	68.73 %
<u>100-000-315040</u>	50,000.00	50,000.00	200.00	0.00	0.00	200.00	-49,800.00	0.40 %
<u>100-000-315055</u>	10,800.00	10,800.00	0.00	0.00	0.00	0.00	-10,800.00	0.00 %
<u>100-000-315065</u>	100,000.00	100,000.00	52,500.00	0.00	52,500.00	105,000.00	5,000.00	105.00 %
<u>100-000-315080</u>	62,685.00	137,685.00	167,240.72	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	698.85	104,983.71	377,954.44	-11,530.56	97.04 %
<u>100-000-381000</u>	5,000,000.00	5,000,000.00	5,000,000.00	0.00	0.00	5,000,000.00	0.00	100.00 %
RptType: 3160 - DEBT SERVICE PROCEEDS								
	5,000,000.00	5,000,000.00	5,000,000.00	0.00	0.00	5,000,000.00	0.00	100.00 %
<u>100-000-326010</u>	705,000.00	705,000.00	334,115.89	46,691.98	301,623.66	635,739.55	-69,260.45	90.18 %
RptType: 3260 - FINES AND FORFEITURES								
	705,000.00	705,000.00	334,115.89	46,691.98	301,623.66	635,739.55	-69,260.45	90.18 %
<u>100-000-330100</u>	195,000.00	195,000.00	116,621.80	87,277.56	663,986.00	780,607.80	585,607.80	400.31 %
RptType: 3301 - INTEREST								
	195,000.00	195,000.00	116,621.80	87,277.56	663,986.00	780,607.80	585,607.80	400.31 %
<u>100-000-360000</u>	71,813.00	71,813.00	-3,665.78	2,206.09	24,469.68	20,803.90	-51,009.10	28.97 %
<u>100-000-360100</u>	0.00	0.00	0.00	0.00	44,517.55	44,517.55	44,517.55	0.00 %
<u>100-000-361016</u>	10,000.00	10,000.00	10,221.25	0.00	0.00	10,221.25	221.25	102.21 %
<u>100-000-362115</u>	10,000.00	10,000.00	0.00	133.25	2,883.33	2,883.33	2,883.33	0.00 %
<u>100-000-362212</u>	19,000.00	19,000.00	5,133.55	1,134.00	9,284.37	14,417.92	4,417.92	144.18 %
<u>100-000-362213</u>	19,000.00	19,000.00	18,518.38	1,030.32	22,723.72	41,242.10	22,242.10	217.06 %
RptType: 3600 - MISCELLANEOUS								
	110,813.00	110,813.00	30,207.40	4,503.66	103,878.65	134,086.05	23,273.05	121.00 %
<u>100-000-371000</u>	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								
	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	347,125.29	7,433,542.08	19,549,303.54	-4,493,023.46	81.31 %
Department: 910 - TRANSFER IN								
RptType: 3990 - TRANSFERS IN								
<u>100-910-399205</u>	458,255.00	458,255.00	176,444.00	64,552.49	213,019.13	389,463.13	-68,791.87	84.99 %
<u>100-910-399228</u>	133,842.00	133,842.00	53,052.00	0.00	40,395.00	93,447.00	-40,395.00	69.82 %
<u>100-910-399229</u>	71,611.00	71,611.00	25,843.00	0.00	0.00	25,843.00	-45,768.00	36.09 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	May Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
100-910-399730	490,814.00	490,814.00	245,403.57	0.00	245,369.93	490,773.50	-40.50	99.99%
100-910-399730	288,604.00	288,604.00	94,264.00	64,552.49	171,475.99	265,739.99	-22,864.01	92.08%
100-910-399740	388,096.00	388,096.00	142,686.00	64,552.49	197,010.49	339,696.49	-48,399.51	87.53%
100-910-399750	231,094.00	231,094.00	67,286.00	64,552.49	156,209.99	223,495.99	-7,598.01	96.71%
RptType: 3990 - TRANSFERS IN Total:	2,062,316.00	2,062,316.00	804,978.57	258,209.96	1,023,480.53	1,828,459.10	-233,856.90	88.66%
Department: 910 - TRANSFER IN Total:	2,062,316.00	2,062,316.00	804,978.57	258,209.96	1,023,480.53	1,828,459.10	-233,856.90	88.66%
Revenue Total:	25,938,643.00	26,104,643.00	12,920,740.03	605,335.25	8,457,022.61	21,377,762.64	-4,726,880.36	81.89%
Expense								
Department: 121 - ADMIN								
RptCategory: 40 - PERSONNEL SERVICES								
100-121-431010	366,948.00	366,948.00	177,666.38	20,029.14	186,650.23	364,316.61	2,631.39	99.28%
100-121-431020	278,663.00	278,663.00	91,596.00	8,178.00	89,958.00	181,554.00	97,109.00	65.15%
100-121-431030	110,412.00	110,412.00	0.00	0.00	0.00	0.00	110,412.00	0.00%
100-121-431070	134,971.00	134,971.00	68,436.00	6,109.00	67,199.00	135,635.00	-664.00	100.49%
100-121-431500	166,217.00	166,217.00	83,456.28	7,114.20	78,399.42	161,855.70	4,361.30	97.38%
100-121-450500	9,942.00	9,942.00	4,544.28	714.35	7,389.70	11,933.98	-1,991.98	120.04%
100-121-470000	619,601.00	619,601.00	229,363.10	21,510.47	219,366.87	448,729.97	170,871.03	72.42%
RptCategory: 40 - PERSONNEL SERVICES Total:	1,686,754.00	1,686,754.00	655,062.04	63,655.16	648,963.22	1,304,025.26	382,728.74	77.31%
RptCategory: 50 - MATERIAL AND SERVICES								
100-121-500110	293,507.00	293,507.00	262,317.62	19,706.25	190,986.25	453,303.87	-159,796.87	154.44%
100-121-500120	82,000.00	82,000.00	39,315.00	0.00	39,610.00	78,925.00	3,075.00	96.25%
100-121-500130	200,000.00	200,000.00	103,300.80	6,567.62	90,659.42	193,960.22	6,039.78	96.98%
100-121-500490	25,000.00	25,000.00	1,489.72	2,500.12	21,621.70	23,111.42	1,888.58	92.45%
100-121-500492	47,000.00	47,000.00	2,000.00	0.00	2,500.00	4,500.00	42,500.00	9.57%
100-121-500492	160,000.00	160,000.00	54,288.86	7,508.00	70,570.42	124,859.28	35,140.72	78.04%
100-121-510020	292,294.00	292,294.00	60,805.30	0.00	47,061.46	107,866.76	184,427.24	36.90%
100-121-510021	78,086.00	78,086.00	25,629.38	26,557.69	83,839.51	109,468.89	-31,382.89	140.19%
100-121-520120	8,250.00	8,250.00	4,678.50	61.10	3,196.95	7,875.45	374.55	95.46%
100-121-520320	500.00	500.00	63.86	14.98	22.97	86.83	413.17	17.37%
100-121-520400	37,000.00	37,000.00	9,384.81	1,439.81	14,057.95	23,442.76	13,557.24	63.36%
100-121-520450	80,000.00	80,000.00	40,277.76	1,214.96	34,176.15	74,453.91	5,546.09	93.07%
100-121-530000	395,000.00	395,000.00	209,636.02	-875.00	168,380.90	378,016.92	16,983.08	95.70%
100-121-530200	5,000.00	5,000.00	502.23	42.75	470.25	972.48	4,027.52	19.45%
100-121-540110	5,000.00	5,000.00	2,473.96	0.00	1,280.70	3,754.66	1,245.34	75.09%
100-121-540120	26,000.00	26,000.00	6,710.32	294.95	5,688.67	12,398.99	13,601.01	47.69%
100-121-540200	60,000.00	60,000.00	12,098.12	0.00	10,577.16	22,675.28	37,324.72	37.79%
100-121-540220	45,000.00	45,000.00	3,199.65	369.52	7,425.28	10,624.93	34,375.07	23.61%
100-121-540230	2,000.00	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0.00%
100-121-542000	15,000.00	15,000.00	3,239.72	1,417.30	5,745.65	8,985.37	6,014.63	59.90%
100-121-560100	28,000.00	28,000.00	0.00	0.00	0.00	0.00	28,000.00	0.00%

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	May Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
100-121-560120	0.00	0.00	8,006.83	620.89	7,033.38	15,040.21	-15,040.21	0.00 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	1,884,637.00	1,884,637.00	849,418.46	67,440.94	804,904.77	1,654,323.23	230,313.77	87.78 %
Department: 121 - ADMIN Total:								
	3,571,391.00	3,571,391.00	1,504,480.50	131,096.10	1,453,867.99	2,958,348.49	613,042.51	82.83 %
Department: 122 - INFORMATION TECHNOLOGY								
RptCategory: 40 - PERSONNEL SERVICES								
100-122-432010	219,612.00	219,612.00	110,894.00	9,467.00	104,137.00	215,031.00	4,581.00	97.91 %
100-122-470000	110,882.00	110,882.00	54,741.28	4,673.97	51,472.68	105,913.96	4,968.04	95.52 %
RptCategory: 40 - PERSONNEL SERVICES Total:	330,494.00	330,494.00	165,635.28	14,140.97	155,309.68	320,944.96	9,549.04	97.11 %
RptCategory: 50 - MATERIAL AND SERVICES								
100-122-500110	10,000.00	10,000.00	4,990.00	0.00	4,126.58	9,116.58	883.42	91.17 %
100-122-500210	212,811.00	212,811.00	88,845.29	0.00	94,157.44	183,002.73	29,808.27	85.99 %
100-122-520400	40,260.00	40,260.00	15,650.82	1,473.55	15,726.28	31,377.10	8,882.90	77.94 %
100-122-540220	800.00	800.00	0.00	0.00	0.00	0.00	800.00	0.00 %
100-122-540300	600.00	600.00	15.99	0.00	305.02	321.01	278.99	53.50 %
100-122-560110	65,330.00	65,330.00	36,816.83	2,529.18	28,720.93	65,537.76	-207.76	100.32 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	329,801.00	329,801.00	146,318.93	4,002.73	143,036.25	289,355.18	40,445.82	87.74 %
RptCategory: 60 - CAPITAL OUTLAY								
100-122-661018	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	18,143.70	323,621.31	639,952.49	116,977.51	84.55 %
Department: 124 - FACILITIES								
RptCategory: 40 - PERSONNEL SERVICES								
100-124-437050	18,065.00	18,065.00	8,288.34	763.95	8,061.71	16,350.05	1,714.95	90.51 %
100-124-437070	86,171.00	86,171.00	27,310.25	2,465.31	26,677.74	53,987.99	32,183.01	62.65 %
100-124-439011	20,000.00	20,000.00	0.00	0.00	0.00	0.00	20,000.00	0.00 %
100-124-450100	3,200.00	3,200.00	158.38	0.00	31.07	189.45	3,010.55	5.92 %
100-124-470000	62,791.00	62,791.00	21,079.74	1,749.48	18,520.60	39,600.34	23,190.66	63.07 %
RptCategory: 40 - PERSONNEL SERVICES Total:	190,227.00	190,227.00	56,836.71	4,978.74	53,291.12	110,127.83	80,099.17	57.89 %
RptCategory: 50 - MATERIAL AND SERVICES								
100-124-500110	140,000.00	140,000.00	67,962.88	2,383.12	50,027.46	117,990.34	22,009.66	84.28 %
100-124-520130	120,000.00	120,000.00	22,137.86	2,531.39	27,713.16	49,851.02	70,148.98	41.54 %
100-124-540220	4,000.00	4,000.00	90.00	0.00	195.82	285.82	3,714.18	7.15 %
100-124-540300	7,000.00	7,000.00	1,055.81	-84.98	3,951.24	5,007.05	1,992.95	71.53 %
100-124-560100	185,000.00	185,000.00	97,210.73	6,567.99	92,713.58	189,924.31	-4,924.31	102.66 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	456,000.00	456,000.00	188,457.28	11,397.52	174,601.26	363,058.54	92,941.46	79.62 %
RptCategory: 60 - CAPITAL OUTLAY								
100-124-641000	320,000.00	320,000.00	44,947.21	0.00	0.00	44,947.21	275,052.79	14.05 %
100-124-641005	4,949,000.00	4,949,000.00	51,101.39	70,343.99	390,180.60	441,281.99	4,507,718.01	8.92 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	May Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
100-124-641010	20,000.00	20,000.00	0.00	0.00	0.00	0.00	20,000.00	0.00 %
BUILDING RESERVE/REPAIR								
RptCategory: 60 - CAPITAL OUTLAY Total:	5,289,000.00	5,289,000.00	96,048.60	70,343.99	390,180.60	486,229.20	4,802,770.80	9.19 %
Department: 124 - FACILITIES Total:	5,935,227.00	5,935,227.00	341,342.59	86,720.25	618,072.98	959,415.57	4,975,811.43	16.16 %
Department: 220 - COURT								
RptCategory: 40 - PERSONNEL SERVICES								
100-220-432020	135,602.00	135,602.00	67,127.16	5,707.23	62,779.53	129,906.69	5,695.31	95.80 %
MUNICIPAL COURT CLERK								
100-220-432035	172,124.00	172,124.00	84,464.00	7,417.00	81,587.00	166,051.00	6,073.00	96.47 %
COURT ADMINISTRATOR								
100-220-450100	4,302.00	4,302.00	0.00	0.00	0.00	0.00	4,302.00	0.00 %
OVERTIME								
100-220-450500	0.00	0.00	2,111.64	277.92	3,057.12	5,168.76	-5,168.76	0.00 %
CAREER RECOGNITION PAY								
100-220-470000	170,667.00	170,667.00	82,846.44	7,176.18	78,589.19	161,435.63	9,231.37	94.59 %
ASSOCIATED PAYROLL COSTS								
RptCategory: 40 - PERSONNEL SERVICES Total:	482,695.00	482,695.00	236,549.24	20,578.33	226,012.84	462,562.08	20,132.92	95.83 %
RptCategory: 50 - MATERIAL AND SERVICES								
100-220-500110	1,000.00	1,000.00	288.00	150.00	902.45	1,190.45	-190.45	119.05 %
CONTRACTUAL & PROFESSIONAL SERVICES								
100-220-500132	72,000.00	72,000.00	39,540.00	7,000.00	38,500.00	78,040.00	-6,040.00	108.39 %
PROSECUTING ATTORNEY								
100-220-500134	67,000.00	67,000.00	15,100.00	0.00	13,800.00	28,900.00	38,100.00	43.13 %
ATTORNEYS FOR INDIGENT CLIENTS								
100-220-500136	72,000.00	72,000.00	36,000.00	5,519.00	32,800.00	68,800.00	3,200.00	95.56 %
MUNICIPAL COURT JUDGE								
100-220-500137	3,000.00	3,000.00	0.00	0.00	845.00	845.00	2,155.00	28.17 %
PRO-TEM JUDGE								
100-220-500138	2,000.00	2,000.00	51.95	0.00	134.56	186.51	1,813.49	9.33 %
JURY EXPENSES								
100-220-500282	16,000.00	16,000.00	12,672.40	700.00	7,050.00	19,722.40	-3,722.40	123.27 %
COURTROOM SECURITY								
100-220-520120	8,000.00	8,000.00	5,109.74	0.00	4,386.85	9,496.59	-1,496.59	118.71 %
BANK CHARGES								
100-220-520400	24,740.00	24,740.00	4,207.21	862.34	4,230.96	8,438.17	16,301.83	34.11 %
OFFICE SUPPLIES & EQUIPMENT								
100-220-540220	3,000.00	3,000.00	336.25	0.00	25.00	361.25	2,638.75	12.04 %
TRAVEL, CONFERENCES & TRAINING								
RptCategory: 50 - MATERIAL AND SERVICES Total:	268,740.00	268,740.00	113,305.55	14,231.34	102,674.82	215,980.37	52,759.63	80.37 %
Department: 220 - COURT Total:	751,435.00	751,435.00	349,854.79	34,809.67	328,687.66	678,542.45	72,892.55	90.30 %
Department: 240 - POLICE								
RptCategory: 40 - PERSONNEL SERVICES								
100-240-432110	296,076.00	296,076.00	142,904.52	12,686.00	139,546.00	282,450.52	13,625.48	95.40 %
POLICE CHIEF								
100-240-432130	243,912.00	243,912.00	115,713.49	0.00	91,976.41	207,689.90	36,222.10	85.15 %
POLICE LIEUTENANT								
100-240-432140	335,616.00	335,616.00	178,659.63	7,879.53	126,871.46	305,531.09	30,084.91	91.04 %
POLICE DETECTIVE								
100-240-432160	1,213,547.00	1,213,547.00	566,934.69	45,972.41	510,855.13	1,077,789.82	135,757.18	88.81 %
POLICE OFFICER								
100-240-432170	574,524.00	574,524.00	277,280.75	24,573.22	238,264.77	515,545.52	58,978.48	89.73 %
POLICE SERGEANT								
100-240-432182	62,616.00	62,616.00	33,305.80	2,429.98	24,252.19	57,557.99	5,058.01	91.92 %
PROPERTY ROOM TECHNICIAN								
100-240-432185	119,256.00	119,256.00	59,028.00	5,118.00	55,695.52	114,723.52	4,532.48	96.20 %
POLICE RECORDS CLERK								
100-240-450100	267,000.00	317,400.00	244,764.85	12,800.96	134,120.01	378,884.86	-61,484.86	119.37 %
OVERTIME								
100-240-450110	0.00	40,600.00	0.00	2,665.58	24,233.60	24,233.60	16,366.40	59.69 %
TRAFFIC GRANT OVERTIME								
100-240-450200	25,000.00	25,000.00	15,769.89	3,309.40	19,446.60	35,216.49	-10,216.49	140.87 %
HOLIDAY PAY								
100-240-450300	123,530.00	123,530.00	57,225.94	5,493.02	55,504.43	112,730.37	10,799.63	91.26 %
PROFICIENCY PAY								
100-240-450500	5,656.00	5,656.00	3,947.42	1,207.70	12,595.91	16,543.33	-10,887.33	292.49 %
CAREER RECOGNITION PAY								
100-240-470000	1,927,794.00	1,927,794.00	896,652.75	67,688.17	750,297.66	1,646,950.41	280,843.59	85.43 %
ASSOCIATED PAYROLL COSTS								
RptCategory: 40 - PERSONNEL SERVICES Total:	5,194,527.00	5,285,527.00	2,592,187.73	191,823.97	2,183,659.69	4,775,847.42	509,679.58	90.36 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	May 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	9,028.27	46,309.90	83,564.10	61,435.90	57.63 %
<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	131,036.50	143,100.58	1,899.42	98.69 %
<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	705.99	32,259.59	49,623.25	37,704.75	56.82 %
<u>100-240-520112</u>	68,000.00	68,000.00	35,104.03	2,024.20	6,960.71	42,064.74	25,935.26	61.86 %
<u>100-240-520320</u>	158,000.00	158,000.00	93,479.27	6,789.59	88,622.29	182,101.56	-24,101.56	115.25 %
<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	2,245.45	19,110.62	33,573.79	2,826.21	92.24 %
<u>100-240-540110</u>	12,000.00	12,000.00	2,593.51	2,256.00	7,534.29	10,127.80	1,872.20	84.40 %
<u>100-240-540200</u>	18,550.00	18,550.00	1,040.35	12.50	3,046.50	4,086.85	14,463.15	22.03 %
<u>100-240-540220</u>	74,200.00	74,200.00	24,554.76	1,270.38	13,256.20	37,810.96	36,389.04	50.96 %
<u>100-240-540301</u>	39,600.00	39,600.00	14,473.44	4,331.55	15,707.49	30,180.93	9,419.07	76.21 %
<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	8,618.62	18,430.61	1,769.39	91.24 %
	837,378.00	837,378.00	272,925.90	42,017.26	381,550.89	654,476.79	182,901.21	78.16 %
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	233,841.23	2,622,691.73	5,549,666.67	745,738.33	88.15 %
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	0.00	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	May Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
<u>100-250-520320</u>	FLEET FUEL, MAINTENANCE & REPAIR	134,200.00	134,200.00	39,460.32	0.00	0.00	39,460.32	94,739.68	29.40 %
<u>100-250-520400</u>	OFFICE SUPPLIES & EQUIPMENT	0.00	0.00	104.37	0.00	0.00	104.37	-104.37	0.00 %
<u>100-250-540130</u>	PHYSICAL EXAMINATIONS	26,000.00	26,000.00	3,684.45	0.00	0.00	3,684.45	22,315.55	14.17 %
<u>100-250-540200</u>	DUES & MEMBERSHIPS	5,000.00	5,000.00	1,922.92	0.00	0.00	1,922.92	3,077.08	38.46 %
<u>100-250-540224</u>	EMS TRAINING & RECERTIFICATION	15,000.00	15,000.00	1,536.50	0.00	0.00	1,536.50	13,463.50	10.24 %
<u>100-250-540225</u>	FIREFIGHTER TRAINING	65,000.00	65,000.00	9,269.18	0.00	0.00	9,269.18	55,730.82	14.26 %
<u>100-250-540301</u>	UNIFORMS AND SAFETY EQUIPMENT	25,000.00	25,000.00	3,782.49	0.00	0.00	3,782.49	21,217.51	15.13 %
<u>100-250-560110</u>	CELL PHONES, PAGERS, RADIOS	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	0.00	1,596,173.00	2,182,055.87	-1,375,405.87	270.51 %
	RptCategory: 60 - CAPITAL OUTLAY								
<u>100-250-641000</u>	FACILITY IMPROVEMENTS	350,000.00	350,000.00	19,788.93	0.00	206,876.67	226,665.60	123,334.40	64.76 %
<u>100-250-661018</u>	RADIO & COMPUTER RESERVE	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	0.00	1,810,649.92	3,552,350.93	213,503.07	94.33 %
	Department: 526 - PARKS								
	RptCategory: 40 - PERSONNEL SERVICES								
<u>100-526-437049</u>	PUBLIC WORKS DIRECTOR	46,111.00	46,111.00	22,960.78	2,087.40	22,961.40	45,922.18	188.82	99.59 %
<u>100-526-437050</u>	PUBLIC WORKS SUPERVISOR	81,292.00	81,292.00	37,297.60	3,437.78	36,277.72	73,575.32	7,716.68	90.51 %
<u>100-526-437051</u>	PW OPERATIONS MANAGER	19,919.00	19,919.00	0.00	0.00	0.00	0.00	19,919.00	0.00 %
<u>100-526-437055</u>	PW ADMIN ASSISTANT	20,695.00	20,695.00	11,725.60	1,603.10	17,699.35	29,424.95	-8,729.95	142.18 %
<u>100-526-437070</u>	UTILITY WORKER, JOURNEY	144,436.00	144,436.00	27,794.92	2,465.30	26,677.62	54,472.54	89,963.46	37.71 %
<u>100-526-437071</u>	UTILITY WORKER II	86,171.00	86,171.00	59,544.00	4,648.98	48,702.29	108,246.29	-22,075.29	125.62 %
<u>100-526-439011</u>	SEASONAL HELP	100,000.00	100,000.00	23,423.05	0.00	21,412.09	44,835.14	55,164.86	44.84 %
<u>100-526-450100</u>	OVERTIME	11,000.00	11,000.00	1,165.19	0.00	275.05	1,440.24	9,559.76	13.09 %
<u>100-526-470000</u>	ASSOCIATED PAYROLL COSTS	285,143.00	285,143.00	84,035.55	7,457.63	82,137.95	166,173.50	118,969.50	58.28 %
	RptCategory: 40 - PERSONNEL SERVICES Total:	794,767.00	794,767.00	267,946.69	21,700.19	256,143.47	524,090.16	270,676.84	65.94 %
	RptCategory: 50 - MATERIAL AND SERVICES								
<u>100-526-500110</u>	CONTRACTUAL & PROFESSIONAL SERVICES	20,400.00	20,400.00	34,149.93	1,525.92	19,128.64	53,278.57	-32,878.57	261.17 %
<u>100-526-520120</u>	BANK CHARGES	0.00	0.00	4,998.08	599.51	3,576.94	8,575.02	-8,575.02	0.00 %
<u>100-526-520130</u>	OPERATIONS, MAINTENANCE & REPAIRS	145,000.00	145,000.00	82,771.60	6,437.30	52,948.36	135,719.96	9,280.04	93.60 %
<u>100-526-520132</u>	HAZARDOUS TREE REMOVAL	70,000.00	70,000.00	1,300.00	0.00	0.00	1,300.00	68,700.00	1.86 %
<u>100-526-520220</u>	EQUIPMENT OPERATION/MAINTENANCE	0.00	0.00	225.06	0.00	0.00	225.06	-225.06	0.00 %
<u>100-526-520320</u>	FLEET FUEL, MAINTENANCE & REPAIR	45,000.00	45,000.00	17,524.34	1,120.62	16,691.95	34,216.29	10,783.71	76.04 %
<u>100-526-520400</u>	OFFICE SUPPLIES & EQUIPMENT	5,000.00	5,000.00	2,132.09	90.79	1,743.77	3,875.86	1,124.14	77.52 %
<u>100-526-540220</u>	TRAVEL, CONFERENCES & TRAINING	3,500.00	3,500.00	419.15	0.00	317.32	736.47	2,763.53	21.04 %
<u>100-526-540300</u>	SMALL TOOLS, EQUIPMENT & SAFETY SUP...	20,000.00	20,000.00	3,974.32	43.56	5,702.35	9,676.67	10,323.33	48.38 %
<u>100-526-540400</u>	DUMPING, HAULING, GARBAGE	3,000.00	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0.00 %
<u>100-526-560100</u>	UTILITIES	70,000.00	70,000.00	38,418.98	2,767.62	38,233.92	76,652.90	-6,652.90	109.50 %
	RptCategory: 50 - MATERIAL AND SERVICES Total:	381,900.00	381,900.00	185,913.55	12,585.32	138,343.25	324,256.80	57,643.20	84.91 %

Budget Report

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	Original Total Budget	Current Total Budget	2021-2022 Activity	May Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
RptCategory: 60 - CAPITAL OUTLAY								
100-526-660100	87,344.00	87,344.00	0.00	0.00	41,732.73	41,732.73	45,611.27	47.78 %
100-526-676050	758,853.00	758,853.00	55,150.00	24,874.68	47,833.43	102,983.43	655,869.57	13.57 %
RptCategory: 60 - CAPITAL OUTLAY Total:	846,197.00	846,197.00	55,150.00	24,874.68	89,566.16	144,716.16	701,480.84	17.10 %
Department: 526 - PARKS Total:								
	2,022,864.00	2,022,864.00	509,010.24	59,160.19	484,052.88	993,063.12	1,029,800.88	49.09 %
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	114.25	816.72	1,797.63	1,202.37	59.92 %
100-527-510064	5,000.00	5,000.00	1,616.99	0.00	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	114.25	2,285.68	4,883.58	5,316.42	47.88 %
Department: 527 - RECREATION Total:								
	76,200.00	76,200.00	3,242.66	114.25	7,152.65	10,395.31	65,804.69	13.64 %
Department: 528 - SENIOR CENTER								
RptCategory: 40 - PERSONNEL SERVICES								
100-528-435210	209,121.00	209,121.00	65,643.89	8,178.00	88,632.00	154,275.89	54,845.11	73.77 %
100-528-435240	61,903.00	61,903.00	30,527.48	3,957.69	29,559.31	60,086.79	1,816.21	97.07 %
100-528-435250	49,406.00	49,406.00	38,659.83	4,342.00	48,067.46	86,727.29	-37,321.29	175.54 %
100-528-435280	113,713.00	113,713.00	58,659.39	5,541.00	63,441.27	122,100.66	-8,387.66	107.38 %
100-528-435295	10,000.00	10,000.00	371.00	0.00	555.13	926.13	9,073.87	9.26 %
100-528-450500	1,857.00	1,857.00	516.25	55.41	634.41	1,150.66	706.34	61.96 %
100-528-470000	199,770.00	199,770.00	84,767.75	11,326.79	116,956.72	201,724.47	-1,954.47	100.98 %
RptCategory: 40 - PERSONNEL SERVICES Total:	645,770.00	645,770.00	279,145.59	33,400.89	347,846.30	626,991.89	18,778.11	97.09 %
RptCategory: 50 - MATERIAL AND SERVICES								
100-528-500110	0.00	0.00	584.32	0.00	0.00	584.32	-584.32	0.00 %
100-528-510075	40,000.00	40,000.00	5,763.02	1,827.12	19,948.00	25,711.02	14,288.98	64.28 %
100-528-520140	14,500.00	14,500.00	4,518.59	759.67	5,621.86	10,140.45	4,359.55	69.93 %
100-528-520190	8,250.00	8,250.00	3,986.87	388.86	2,602.67	6,589.54	1,660.46	79.87 %
100-528-520200	9,360.00	9,360.00	2,471.25	525.29	905.27	3,376.52	5,983.48	36.07 %
100-528-520320	2,750.00	2,750.00	823.73	8.00	3,657.43	4,481.16	-1,731.16	162.95 %
100-528-520400	13,000.00	13,000.00	3,296.84	437.48	6,478.71	9,775.55	3,224.45	75.20 %
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: 05/31/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	May 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	1,349.96	2,890.77	4,109.23	41.30 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	98,260.00	98,260.00	23,224.77	4,065.59	40,588.90	63,813.67	34,446.33	64.94 %
RptCategory: 60 - CAPITAL OUTLAY								
VEHICLES AND EQUIPMENT RESERVES	0.00	75,000.00	0.00	12,100.00	52,568.50	52,568.50	22,431.50	70.09 %
RptCategory: 60 - CAPITAL OUTLAY Total:	0.00	75,000.00	0.00	12,100.00	52,568.50	52,568.50	22,431.50	70.09 %
Department: 528 - SENIOR CENTER Total:	744,030.00	819,030.00	302,370.36	49,566.48	441,003.70	743,374.06	75,655.94	90.76 %
Department: 529 - LIBRARY								
RptCategory: 50 - MATERIAL AND SERVICES								
CONTRACTUAL & PROFESSIONAL SERVICES	418,180.00	418,180.00	206,338.00	0.00	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	0.00	214,051.00	420,389.00	-2,209.00	100.53 %
Department: 529 - LIBRARY Total:	418,180.00	418,180.00	206,338.00	0.00	214,051.00	420,389.00	-2,209.00	100.53 %
Department: 600 - DEBT SERVICE								
RptCategory: 70 - DEBT SERVICE								
DEBT PRINCIPAL	604,398.00	604,398.00	207,889.00	223,912.00	396,510.00	604,399.00	-1.00	100.00 %
DEBT SERVICE - INTEREST	290,732.00	290,732.00	91,943.68	62,987.96	198,764.92	290,708.60	23.40	99.99 %
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	286,899.96	595,274.92	945,184.43	945.57	99.90 %
Department: 600 - DEBT SERVICE Total:	946,130.00	946,130.00	349,909.51	286,899.96	595,274.92	945,184.43	945.57	99.90 %
Department: 990 - CONTINGENCY								
RptCategory: 90 - OTHER								
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	900,351.83	8,899,126.74	17,450,682.52	8,653,960.48	66.85 %
Fund: 100 - GENERAL FUND Surplus (Deficit):	0.00	0.00	4,369,184.25	-295,016.58	-442,104.13	3,927,080.12	3,927,080.12	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

Fund: 105 - AMERICAN RESCUE PLAN RESERVE FUND

	Original Total Budget	Current Total Budget	2021-2022 Activity	May Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
Revenue	0.00	2,737,344.00	30,000.00	0.00	272,563.60	302,563.60	-2,434,780.40	11.05 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL	0.00	2,737,344.00	30,000.00	0.00	272,563.60	302,563.60	-2,434,780.40	11.05 %
RptType: 3150 - GRANTS (ARPA)	0.00	2,737,344.00	30,000.00	0.00	272,563.60	302,563.60	-2,434,780.40	11.05 %
OTHER GRANTS (ARPA)	0.00	2,737,344.00	30,000.00	0.00	272,563.60	302,563.60	-2,434,780.40	11.05 %
RptType: 3150 - GRANTS Total:	0.00	2,737,344.00	30,000.00	0.00	272,563.60	302,563.60	-2,434,780.40	11.05 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	0.00	2,737,344.00	30,000.00	0.00	272,563.60	302,563.60	-2,434,780.40	11.05 %
Revenue Total:	0.00	2,737,344.00	30,000.00	0.00	272,563.60	302,563.60	-2,434,780.40	11.05 %

Expense

Department: 150 - ARPA GRANT	0.00	0.00	0.00	0.00	142,500.00	142,500.00	-142,500.00	0.00 %
RptCategory: 40 - PERSONNEL SERVICES	0.00	0.00	0.00	0.00	43,050.28	43,050.28	-43,050.28	0.00 %
105-150-450900 RECOGNITION AWARD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %
105-150-470000 ASSOCIATED PAYROLL COSTS	0.00	0.00	0.00	0.00	43,050.28	43,050.28	-43,050.28	0.00 %
RptCategory: 40 - PERSONNEL SERVICES Total:	0.00	0.00	0.00	0.00	185,550.28	185,550.28	-185,550.28	0.00 %
Department: 50 - MATERIAL AND SERVICES	0.00	200,000.00	30,000.00	1,610.00	59,347.82	89,347.82	110,652.18	44.67 %
105-150-500110 CONTRACTUAL & PROFESSIONAL SERVICES	0.00	200,000.00	30,000.00	1,610.00	59,347.82	89,347.82	110,652.18	44.67 %
105-150-530200 EMERGENCY MANAGEMENT	0.00	50,000.00	0.00	0.00	32,355.50	32,355.50	17,644.50	64.71 %
105-150-530210 ARPA FUNDING (TBD)	0.00	1,277,344.00	0.00	0.00	0.00	0.00	1,277,344.00	0.00 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	0.00	1,527,344.00	30,000.00	1,610.00	91,703.32	121,703.32	1,405,640.68	7.97 %
Department: 150 - ARPA GRANT Total:	0.00	1,527,344.00	30,000.00	1,610.00	277,253.60	307,253.60	1,220,090.40	20.12 %
Department: 920 - TRANSFER OUT	0.00	1,210,000.00	0.00	0.00	0.00	0.00	1,210,000.00	0.00 %
RptCategory: 89 - TRANSFERS OUT	0.00	1,210,000.00	0.00	0.00	0.00	0.00	1,210,000.00	0.00 %
TRANSFER OUT TO SEWER FUND	0.00	1,210,000.00	0.00	0.00	0.00	0.00	1,210,000.00	0.00 %
RptCategory: 89 - TRANSFERS OUT Total:	0.00	1,210,000.00	0.00	0.00	0.00	0.00	1,210,000.00	0.00 %
Department: 920 - TRANSFER OUT Total:	0.00	1,210,000.00	0.00	0.00	0.00	0.00	1,210,000.00	0.00 %
Expense Total:	0.00	2,737,344.00	30,000.00	1,610.00	277,253.60	307,253.60	2,430,090.40	11.22 %
Fund: 105 - AMERICAN RESCUE PLAN RESERVE FUND Surplus (Deficit):	0.00	0.00	0.00	-1,610.00	-4,690.00	-4,690.00	-4,690.00	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	May 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	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	370,000.00	370,000.00	250,270.30	15,442.99	162,088.15	412,358.45	42,358.45	111.45 %
VEHICLE REGISTRATION FEES								
RptType: 3100 - LOCAL TAXES Total:	370,000.00	370,000.00	250,270.30	15,442.99	162,088.15	412,358.45	42,358.45	111.45 %
RptType: 3110 - STATE SHARED TAXES	1,817,551.00	1,817,551.00	1,040,013.74	77,688.48	783,431.25	1,823,444.99	5,893.99	100.32 %
STATE HIGHWAY TAXES								
RptType: 3110 - STATE SHARED TAXES Total:	1,817,551.00	1,817,551.00	1,040,013.74	77,688.48	783,431.25	1,823,444.99	5,893.99	100.32 %
RptType: 3120 - RIGHT OF WAY FEES	375,000.00	375,000.00	115,420.19	19,551.25	59,817.84	175,238.03	-199,761.97	46.73 %
RIGHT OF WAY - TELECOM								
RptType: 3120 - RIGHT OF WAY FEES	200,000.00	200,000.00	104,089.96	5,877.17	63,698.88	167,788.84	-32,211.16	83.89 %
RIGHT OF WAY - OTHER								
RptType: 3120 - RIGHT OF WAY FEES	1,500.00	1,500.00	285.00	50.00	1,150.00	1,435.00	-65.00	95.67 %
ROW LICENSES & APP FEES								
RptType: 3120 - RIGHT OF WAY FEES Total:	576,500.00	576,500.00	219,795.15	25,478.42	124,666.72	344,461.87	-232,038.13	59.75 %
RptType: 3141 - SDC	20,000.00	20,000.00	0.00	0.00	4,350.97	4,350.97	-15,649.03	21.75 %
TRANSPORTATION SDC'S								
RptType: 3141 - SDC	0.00	0.00	0.00	0.00	531.98	531.98	531.98	0.00 %
SDC Reimbursement Fee								
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	60,000.00	60,000.00	25,220.00	940.00	25,060.00	50,280.00	-9,720.00	83.80 %
ALL OTHER ROAD/STREET RECEIPTS								
RptType: 3600 - MISCELLANEOUS Total:	60,000.00	60,000.00	25,220.00	940.00	25,060.00	50,280.00	-9,720.00	83.80 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	5,744,051.00	5,744,051.00	1,535,299.19	119,549.89	1,100,129.07	2,635,428.26	-3,108,622.74	45.88 %
Department: 910 - TRANSFER IN								
RptType: 3990 - TRANSFERS IN	430,925.00	430,925.00	192,866.00	0.00	101,437.20	294,303.20	-136,621.80	68.30 %
TRANSFER IN FROM SEWER FUND								
RptType: 3990 - TRANSFERS IN	282,000.00	282,000.00	129,408.00	0.00	75,494.70	204,902.70	-77,097.30	72.66 %
TRANSFER IN FROM WATER FUND								
RptType: 3990 - TRANSFERS IN	104,100.00	104,100.00	46,248.00	0.00	23,573.10	69,821.10	-34,278.90	67.07 %
TRANSFER IN FROM STORM WATER								
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	119,549.89	1,300,634.07	3,204,455.26	-3,356,620.74	48.84 %
Expense								
Department: 305 - ROAD AND STREET								
RptCategory: 40 - PERSONNEL SERVICES	46,112.00	46,112.00	22,960.78	2,087.40	22,961.40	45,922.18	189.82	99.59 %
PUBLIC WORKS DIRECTOR								
RptCategory: 40 - PERSONNEL SERVICES	81,292.00	81,292.00	37,297.59	3,437.78	36,277.80	73,575.39	7,716.61	90.51 %
PUBLIC WORKS SUPERVISOR								

	Original Total Budget	Current Total Budget	2021-2022 Activity	May 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	13,870.83	13,870.83	30,946.17	30.95 %
205-305-437055	46,564.00	46,564.00	22,819.96	2,410.23	26,675.68	49,495.64	-2,931.64	106.30 %
205-305-437070	378,527.00	378,527.00	143,267.52	11,897.89	125,123.13	268,390.65	110,136.35	70.90 %
205-305-437071	0.00	0.00	0.00	4,287.32	25,534.87	25,534.87	-25,534.87	0.00 %
205-305-439011	50,000.00	50,000.00	19,707.28	585.28	585.28	20,292.56	29,707.44	40.59 %
205-305-450100	8,000.00	8,000.00	3,217.95	0.00	1,302.66	4,520.61	3,479.39	56.51 %
205-305-450500	0.00	0.00	3,633.73	536.16	5,398.37	9,032.10	-9,032.10	0.00 %
205-305-470000	374,085.00	374,085.00	165,852.61	17,106.03	162,448.06	328,300.67	45,784.33	87.76 %
RptCategory: 40 - PERSONNEL SERVICES Total:	1,029,397.00	1,029,397.00	418,757.42	44,642.40	420,178.08	838,935.50	190,461.50	81.50 %
RptCategory: 50 - MATERIAL AND SERVICES								
205-305-500110	46,000.00	46,000.00	8,084.32	465.42	7,557.78	15,642.10	30,357.90	34.00 %
205-305-520130	600,000.00	600,000.00	253,365.19	11,488.10	165,551.54	418,916.73	181,083.27	69.82 %
205-305-520172	200,000.00	200,000.00	79,349.76	7,317.84	79,735.52	159,085.28	40,914.72	79.54 %
205-305-520176	16,000.00	16,000.00	5,999.63	0.00	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	4,012.93	19,245.40	35,895.12	29,104.88	55.22 %
205-305-520400	5,000.00	5,000.00	1,214.38	93.79	1,191.88	2,406.26	2,593.74	48.13 %
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	358.00	10,439.36	13,056.97	26,943.03	32.64 %
205-305-540400	5,000.00	5,000.00	4,972.00	1,416.67	2,091.60	7,063.60	-2,063.60	141.27 %
205-305-560100	2,500.00	2,500.00	644.56	50.39	570.84	1,215.40	1,284.60	48.62 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	1,084,500.00	1,084,500.00	403,147.87	25,203.14	319,447.45	722,595.32	361,904.68	66.63 %
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	0.00	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	0.00	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	69,845.54	1,651,339.65	2,687,034.14	2,180,571.86	55.20 %
Department: 920 - TRANSFER OUT								
RptCategory: 89 - TRANSFERS OUT								
205-920-899100	458,255.00	458,255.00	176,444.00	64,552.49	213,019.13	389,463.13	68,791.87	84.99 %
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	64,552.49	388,388.33	917,821.33	375,648.67	70.96 %
Department: 920 - TRANSFER OUT Total:	1,293,470.00	1,293,470.00	529,433.00	64,552.49	388,388.33	917,821.33	375,648.67	70.96 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

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	May 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	134,398.03	2,039,727.98	3,604,855.47	2,956,220.53	54.94 %
	0.00	0.00	338,693.70	-14,848.14	-739,093.91	-400,400.21	-400,400.21	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

Fund: 228 - POLICE LEVY FUND

Revenue

Department: 000 - UNDESIGNATED / NON DEPARTMENTAL

RptType: 3000 - BEG FUND BAL

	Original Total Budget	Current Total Budget	2021-2022 Activity	May Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
<u>228-000-309999</u> 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 %
RptType: 3100 - LOCAL TAXES								
<u>228-000-310020</u> CURRENT LEVY TAX	1,416,016.00	1,416,016.00	698,273.38	2,306.02	704,938.24	1,403,211.62	-12,804.38	99.10 %
<u>228-000-310050</u> PRIOR YEAR TAXES	16,000.00	16,000.00	5,849.18	325.65	7,378.64	13,227.82	-2,772.18	82.67 %
RptType: 3100 - LOCAL TAXES Total:	1,432,016.00	1,432,016.00	704,122.56	2,631.67	712,316.88	1,416,439.44	-15,576.56	98.91 %

RptType: 3301 - INTEREST

<u>228-000-330100</u> INTEREST	2,000.00	2,000.00	1,740.79	419.26	4,892.62	6,633.41	4,633.41	331.67 %
RptType: 3301 - INTEREST Total:	2,000.00	2,000.00	1,740.79	419.26	4,892.62	6,633.41	4,633.41	331.67 %

Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:

	1,574,016.00	1,574,016.00	705,863.35	3,050.93	717,209.50	1,423,072.85	-150,943.15	90.41 %
Revenue Total:	1,574,016.00	1,574,016.00	705,863.35	3,050.93	717,209.50	1,423,072.85	-150,943.15	90.41 %

Expense

Department: 245 - POLICE LEVY

RptCategory: 40 - PERSONNEL SERVICES

<u>228-245-432160</u> POLICE OFFICER	167,808.00	167,808.00	95,466.49	8,445.20	90,033.10	185,499.59	-17,691.59	110.54 %
<u>228-245-432165</u> SCHOOL RESOURCE OFFICER	167,808.00	167,808.00	90,896.38	16,246.47	85,051.32	175,947.70	-8,139.70	104.85 %
<u>228-245-432180</u> MUNICIPAL ORDINANCE SPECIALIST	138,070.00	138,070.00	68,340.00	4,874.00	52,150.51	120,490.51	17,579.49	87.27 %
<u>228-245-432195</u> EXECUTIVE ASSISTANT	148,644.00	148,644.00	71,979.60	6,407.00	70,486.24	142,465.84	6,178.16	95.84 %
<u>228-245-450100</u> OVERTIME	40,000.00	40,000.00	14,755.93	7,027.28	22,227.70	36,983.63	3,016.37	92.46 %
<u>228-245-450200</u> HOLIDAY PAY	8,000.00	8,000.00	958.45	0.00	2,638.30	3,596.75	4,403.25	44.96 %
<u>228-245-450300</u> PROFICIENCY PAY	52,860.00	52,860.00	20,507.98	3,497.77	22,705.15	43,213.13	9,646.87	81.75 %
<u>228-245-450500</u> CAREER RECOGNITION PAY	3,428.00	3,428.00	2,752.58	400.07	3,845.82	6,598.40	-3,170.40	192.49 %
<u>228-245-470000</u> ASSOCIATED PAYROLL COSTS	471,308.00	471,308.00	261,569.55	23,980.25	214,424.78	475,994.33	-4,686.33	100.99 %
RptCategory: 40 - PERSONNEL SERVICES Total:	1,197,926.00	1,197,926.00	627,226.96	70,878.04	563,562.92	1,190,789.88	7,136.12	99.40 %

RptCategory: 50 - MATERIAL AND SERVICES

<u>228-245-500110</u> CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	8,972.00	8,972.00	-8,972.00	0.00 %
<u>228-245-500498</u> SHARE COST CCOM DISPATCH	152,250.00	152,250.00	132,704.92	0.00	7,481.00	140,185.92	12,064.08	92.08 %
<u>228-245-510032</u> SRO EXPENSES	4,000.00	4,000.00	1,560.62	504.38	2,534.68	4,095.30	-95.30	102.38 %
<u>228-245-510040</u> K-9 EXPENSES	14,000.00	14,000.00	3,568.70	515.11	5,805.70	9,374.40	4,625.60	66.96 %
<u>228-245-510041</u> SWAT PROGRAM	8,200.00	8,200.00	0.00	0.00	3,959.96	3,959.96	4,240.04	48.29 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	178,450.00	178,450.00	137,834.24	1,019.49	28,753.34	166,587.58	11,862.42	93.35 %
Department: 245 - POLICE LEVY Total:	1,376,376.00	1,376,376.00	765,061.20	71,897.53	592,316.26	1,357,377.46	18,998.54	98.62 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	May Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 920 - TRANSFER OUT								
RptCategory: 89 - TRANSFERS OUT								
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								
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	71,897.53	632,711.26	1,450,824.46	123,191.54	92.17 %
Fund: 228 - POLICE LEVY FUND Surplus (Deficit):	0.00	0.00	-112,249.85	-68,846.60	84,498.24	-27,751.61	-27,751.61	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	May 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>	BEGINNING FUND BALANCE	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	0.00	0.00	0.00	0.00	-255,000.00	0.00 %
RptType: 3100 - LOCAL TAXES								
<u>229-000-310020</u>	CURRENT LEVY TAX	645,536.00	318,059.71	1,050.38	321,094.56	639,154.27	-6,381.73	99.01 %
<u>229-000-310050</u>	PRIOR YEAR TAXES	8,000.00	2,664.27	148.33	3,360.93	6,025.20	-1,974.80	75.32 %
RptType: 3100 - LOCAL TAXES Total:		653,536.00	320,723.98	1,198.71	324,455.49	645,179.47	-8,356.53	98.72 %
RptType: 3301 - INTEREST								
<u>229-000-330100</u>	INTEREST	5,000.00	2,419.02	2,484.23	16,901.90	19,320.92	14,320.92	386.42 %
RptType: 3301 - INTEREST Total:		5,000.00	2,419.02	2,484.23	16,901.90	19,320.92	14,320.92	386.42 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:		913,536.00	323,143.00	3,682.94	341,357.39	664,500.39	-249,035.61	72.74 %
Revenue Total:		913,536.00	323,143.00	3,682.94	341,357.39	664,500.39	-249,035.61	72.74 %
Expense								
Department: 255 - FIRE LEVY								
RptCategory: 40 - PERSONNEL SERVICES								
<u>229-255-432230</u>	TRAINING CAPTAIN	208,666.00	78,981.62	0.00	0.00	78,981.62	129,684.38	37.85 %
<u>229-255-439010</u>	PART TIME	49,508.00	0.00	0.00	0.00	0.00	49,508.00	0.00 %
<u>229-255-470000</u>	ASSOCIATED PAYROLL COSTS	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	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>	CONTRACTUAL & PROFESSIONAL SERVICES	20,000.00	0.00	0.00	570,097.00	570,097.00	-550,097.00	2,850.49 %
<u>229-255-520126</u>	SCBA & TUNOUT MAINTENANCE	20,000.00	4,428.65	0.00	0.00	4,428.65	15,571.35	22.14 %
<u>229-255-520365</u>	EQUIPMENT TESTING & SERVICE	20,000.00	5,262.10	0.00	0.00	5,262.10	14,737.90	26.31 %
<u>229-255-520400</u>	OFFICE SUPPLIES & EQUIPMENT	6,000.00	5,082.87	0.00	0.00	5,082.87	917.13	84.71 %
<u>229-255-560110</u>	CELL PHONES, PAGERS, RADIOS	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	14,773.62	0.00	570,097.00	584,870.62	-512,870.62	812.32 %
RptCategory: 60 - CAPITAL OUTLAY								
<u>229-255-660116</u>	FIRE APPARATUS	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0.00 %
<u>229-255-660120</u>	FIRE, EMS & EXTRICATION EQUIPMENT	102,000.00	5,377.30	0.00	0.00	5,377.30	96,622.70	5.27 %
<u>229-255-661012</u>	TURN-OUTS & SCBA RESERVE	105,000.00	0.00	0.00	0.00	0.00	105,000.00	0.00 %
RptCategory: 60 - CAPITAL OUTLAY Total:		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	162,690.83	0.00	570,097.00	732,787.83	59,774.17	92.46 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	May 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	0.00	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	3,682.94	-228,739.61	-94,130.44	-94,130.44	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	May 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 BEGINNING FUND BALANCE	2,240,000.00	2,240,000.00	0.00	0.00	0.00	0.00	-2,240,000.00	0.00 %
RptType: 3000 - BEG FUND BAL Total:	2,240,000.00	2,240,000.00	0.00	0.00	0.00	0.00	-2,240,000.00	0.00 %
RptType: 3100 - LOCAL TAXES								
390-000-310010 CURRENT YEAR TAXES	2,074,839.00	2,074,839.00	1,000,746.17	3,348.01	1,023,484.72	2,024,230.89	-50,608.11	97.56 %
390-000-310050 PRIOR YEAR TAXES	30,000.00	30,000.00	9,300.59	473.89	10,720.09	20,020.68	-9,979.32	66.74 %
RptType: 3100 - LOCAL TAXES Total:	2,104,839.00	2,104,839.00	1,010,046.76	3,821.90	1,034,204.81	2,044,251.57	-60,587.43	97.12 %
RptType: 3150 - GRANTS								
390-000-315080 OTHER GRANTS	26,000.00	26,000.00	0.00	0.00	0.00	0.00	-26,000.00	0.00 %
RptType: 3150 - GRANTS Total:	26,000.00	26,000.00	0.00	0.00	0.00	0.00	-26,000.00	0.00 %
RptType: 3301 - INTEREST								
390-000-330100 INTEREST	0.00	0.00	16,089.98	10,105.41	73,703.25	89,793.23	89,793.23	0.00 %
RptType: 3301 - INTEREST Total:	0.00	0.00	16,089.98	10,105.41	73,703.25	89,793.23	89,793.23	0.00 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	4,370,839.00	4,370,839.00	1,026,136.74	13,927.31	1,107,908.06	2,134,044.80	-2,236,794.20	48.82 %
Revenue Total:	4,370,839.00	4,370,839.00	1,026,136.74	13,927.31	1,107,908.06	2,134,044.80	-2,236,794.20	48.82 %
Expense								
Department: 410 - URBAN RENEWAL								
RptCategory: 50 - MATERIAL AND SERVICES								
390-410-500110 CONTRACTUAL & PROFESSIONAL SERVICES	154,000.00	194,000.00	1,832.63	491.13	160,790.48	162,623.11	31,376.89	83.83 %
390-410-500120 MUNICIPAL AUDIT CONTRACT	15,000.00	15,000.00	7,650.00	0.00	7,500.00	15,150.00	-150.00	101.00 %
390-410-530000 FIRE & LIABILITY INSURANCE	30,000.00	30,000.00	0.00	0.00	30,000.00	30,000.00	0.00	100.00 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	199,000.00	239,000.00	9,482.63	491.13	198,290.48	207,773.11	31,226.89	86.93 %
RptCategory: 70 - DEBT SERVICE								
390-410-730030 DEBT SERVICE PRINCIPAL	929,881.00	929,881.00	458,092.00	0.00	471,789.00	929,881.00	0.00	100.00 %
390-410-730040 DEBT SERVICE - INTEREST	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								
390-410-899100 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	491.13	982,115.87	1,775,548.11	31,381.89	98.26 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

Department: 990 - CONTINGENCY

RptCategory: 90 - OTHER

390-990-910000		CONTINGENCY FUNDS								Variance	
Original	Current	2021-2022	May	2022-2023	Total Activity	Favorable	Percent	Used			
Total Budget	Total Budget	Activity	Activity	Activity		(Unfavorable)					
2,603,909.00	2,563,909.00	0.00	0.00	0.00	0.00	2,563,909.00	0.00 %	0.00 %			
2,603,909.00	2,563,909.00	0.00	0.00	0.00	0.00	2,563,909.00	0.00 %	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 %	0.00 %			
Department: 990 - CONTINGENCY Total:											
4,370,839.00	4,370,839.00	793,432.24	491.13	982,115.87	1,775,548.11	2,595,290.89	40.62 %	40.62 %			
Expense Total:											
0.00	0.00	232,704.50	13,436.18	125,792.19	358,496.69	358,496.69	0.00 %	0.00 %			
Fund: 390 - URBAN RENEWAL FUND Surplus (Deficit):											

Fund: 730 - SEWER FUND	Revenue	Original Total Budget	Current Total Budget	2021-2022 Activity	May Activity	2022-2023 Activity	Total Activity	Variance	
								Favorable (Unfavorable)	Percent Used
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL									
RptType: 3000 - BEG FUND BAL									
BEGINNING FUND BALANCE									
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									
RptType: 3140 - CHARGES FOR SERVICES									
730-000-314050	OAK LODGE SANITARY	1,785,000.00	1,785,000.00	851,417.88	75,410.21	822,926.42	1,674,344.30	-110,655.70	93.80 %
730-000-314055	TRI-CITY SERVICE DISTRICT	6,050,000.00	6,050,000.00	3,005,894.90	257,487.82	2,875,123.30	5,881,018.20	-168,981.80	97.21 %
730-000-314080	CONNECTION FEES	10,000.00	10,000.00	0.00	0.00	0.00	0.00	-10,000.00	0.00 %
RptType: 3140 - CHARGES FOR SERVICES Total:		7,845,000.00	7,845,000.00	3,857,312.78	332,898.03	3,698,049.72	7,555,362.50	-289,637.50	96.31 %
RptType: 3141 - SDC									
730-000-314110	SEWER SDCS	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	SDC Reimbursement Fee	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	ALL OTHER SEWER RECEIPTS	4,000.00	4,000.00	2,385.00	200.00	44,209.25	46,594.25	42,594.25	1,164.86 %
RptType: 3600 - MISCELLANEOUS Total:		4,000.00	4,000.00	2,385.00	200.00	44,209.25	46,594.25	42,594.25	1,164.86 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:									
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:		10,189,000.00	10,189,000.00	3,865,790.78	333,098.03	3,758,886.29	7,624,677.07	-2,564,322.93	74.83 %
Department: 910 - TRANSFER IN									
RptType: 9990 - TRANSFERS IN									
730-910-399105	OPERATING TRANSFERS IN-ARPA RES, FU...	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	TRANSFER IN FROM ROAD & STREET FUND	278,405.00	278,405.00	117,663.00	0.00	58,456.40	176,119.40	-102,285.60	63.26 %
RptType: 9990 - 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	333,098.03	3,817,342.69	7,800,796.47	-3,876,608.53	66.80 %
Expense									
Department: 703 - SEWER									
RptCategory: 40 - PERSONNEL SERVICES									
730-703-431500	ACCOUNTING CLERK	30,606.00	30,606.00	14,500.35	1,256.50	13,768.36	28,268.71	2,337.29	92.36 %
730-703-437049	PUBLIC WORKS DIRECTOR	46,111.00	46,111.00	22,960.78	2,087.40	22,961.40	45,922.18	188.82	99.59 %
730-703-437050	PUBLIC WORKS SUPERVISOR	70,147.00	70,147.00	35,677.70	2,331.21	28,510.46	64,188.16	5,958.84	91.51 %
730-703-437051	PW UTILITIES MANAGER	44,817.00	44,817.00	0.00	2,294.31	13,870.83	13,870.83	30,946.17	30.95 %
730-703-437055	PW ADMIN ASSISTANT	46,564.00	46,564.00	22,819.96	2,410.23	26,675.68	49,495.64	-2,931.64	106.30 %
730-703-437070	UTILITY WORKER, JOURNEY	129,372.00	129,372.00	72,784.22	0.00	31,443.25	104,227.47	25,144.53	80.56 %
730-703-437071	UTILITY WORKER II	117,444.00	117,444.00	51,660.65	8,236.18	87,099.81	138,760.46	-21,316.46	118.15 %
730-703-439011	SEASONAL HELP	40,000.00	40,000.00	15,160.21	0.00	0.00	15,160.21	24,839.79	37.90 %
730-703-450100	OVERTIME	10,000.00	10,000.00	2,088.02	115.29	1,510.43	3,598.45	6,401.55	35.98 %
730-703-450500	CAREER RECOGNITION PAY	0.00	0.00	2,441.51	165.33	2,606.29	5,047.80	-5,047.80	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	May Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
730-703-470000	287,061.00	287,061.00	135,230.30	11,576.07	136,570.10	271,800.40	15,260.60	94.68 %
RptCategory: 40 - PERSONNEL SERVICES Total:	822,122.00	822,122.00	375,323.70	30,472.52	365,016.61	740,340.31	81,781.69	90.05 %
RptCategory: 50 - MATERIAL AND SERVICES								
730-703-500110	61,000.00	61,000.00	18,526.97	668.31	8,935.77	27,462.74	33,537.26	45.02 %
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	0.00	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	117,679.25	1,275,392.15	2,603,218.95	134,873.05	95.07 %
730-703-520120	36,000.00	36,000.00	33,013.18	2,038.67	32,051.55	65,064.73	-29,064.73	180.74 %
730-703-520130	115,000.00	115,000.00	23,054.57	51.83	22,535.64	45,590.21	69,409.79	39.64 %
730-703-520320	55,000.00	55,000.00	24,925.73	991.99	30,636.62	55,562.35	-562.35	101.02 %
730-703-520400	8,000.00	8,000.00	1,983.93	138.79	2,411.00	4,394.93	3,605.07	54.94 %
730-703-520430	16,000.00	16,000.00	8,042.14	683.52	8,245.57	16,287.71	-287.71	101.80 %
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	1,416.67	2,091.81	6,869.71	-1,369.71	124.90 %
730-703-560100	6,500.00	6,500.00	1,334.49	105.92	1,202.09	2,536.58	3,963.42	39.02 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	4,205,029.00	4,205,029.00	1,985,444.95	123,774.95	1,867,432.86	3,852,877.81	352,151.19	91.63 %
RptCategory: 60 - CAPITAL OUTLAY								
730-703-660100	665,000.00	665,000.00	0.00	15,000.00	15,000.00	15,000.00	650,000.00	2.26 %
730-703-676050	4,471,761.00	4,471,761.00	318,404.54	10,644.61	248,414.40	566,818.94	3,904,942.06	12.68 %
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	25,644.61	263,414.40	581,818.94	4,948,906.06	10.52 %
Department: 703 - SEWER Total:	10,557,876.00	10,557,876.00	2,679,173.19	179,892.08	2,495,863.87	5,175,037.06	5,382,838.94	49.02 %
Department: 920 - TRANSFER OUT								
RptCategory: 89 - TRANSFERS OUT								
730-920-899100	288,604.00	288,604.00	94,264.00	64,552.49	171,475.99	265,739.99	22,864.01	92.08 %
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	64,552.49	272,913.19	560,043.19	159,485.81	77.83 %
Department: 920 - TRANSFER OUT Total:	719,529.00	719,529.00	287,130.00	64,552.49	272,913.19	560,043.19	159,485.81	77.83 %
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	244,444.57	2,768,777.06	5,735,080.25	5,942,324.75	49.11 %
Fund: 730 - SEWER FUND Surplus (Deficit):	0.00	0.00	1,017,150.59	88,653.46	1,048,565.63	2,065,716.22	2,065,716.22	0.00 %

	Original Total Budget	Current Total Budget	2021-2022 Activity	May 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 BEGINNING FUND BALANCE	3,868,000.00	3,868,000.00	0.00	0.00	0.00	0.00	-3,868,000.00	0.00 %
RptType: 3000 - BEG FUND BAL Total:	3,868,000.00	3,868,000.00	0.00	0.00	0.00	0.00	-3,868,000.00	0.00 %
RptType: 3140 - CHARGES FOR SERVICES								
740-000-314060 WATER SERVICE REVENUE	5,200,000.00	5,200,000.00	2,587,611.93	193,468.43	2,486,920.50	5,074,532.43	-125,467.57	97.59 %
740-000-314080 WATER SERVICE CONNECTIONS	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	193,468.43	2,486,920.50	5,075,080.45	-134,919.55	97.41 %
RptType: 3141 - SDC								
740-000-314110 WATER SDC'S	50,000.00	50,000.00	0.00	0.00	0.00	0.00	-50,000.00	0.00 %
RptType: 3141 - SDC Total:	50,000.00	50,000.00	0.00	0.00	0.00	0.00	-50,000.00	0.00 %
RptType: 3600 - MISCELLANEOUS								
740-000-360000 ALL OTHER WATER RECEIPTS	0.00	0.00	0.00	0.00	1,050.00	1,050.00	1,050.00	0.00 %
RptType: 3600 - MISCELLANEOUS Total:	0.00	0.00	0.00	0.00	1,050.00	1,050.00	1,050.00	0.00 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	9,128,000.00	9,128,000.00	2,588,159.95	193,468.43	2,487,970.50	5,076,130.45	-4,051,869.55	55.61 %
Department: 910 - TRANSFER IN								
RptType: 3990 - TRANSFERS IN								
740-910-399205 TRANSFER IN FROM ROAD & STREET FUND	278,405.00	278,405.00	117,663.00	0.00	58,456.40	176,119.40	-102,285.60	63.26 %
RptType: 3990 - TRANSFERS IN Total:	278,405.00	278,405.00	117,663.00	0.00	58,456.40	176,119.40	-102,285.60	63.26 %
Department: 910 - TRANSFER IN Total:	278,405.00	278,405.00	117,663.00	0.00	58,456.40	176,119.40	-102,285.60	63.26 %
Revenue Total:	9,406,405.00	9,406,405.00	2,705,822.95	193,468.43	2,546,426.90	5,252,249.85	-4,154,155.15	55.84 %
Expense								
Department: 704 - WATER								
RptCategory: 40 - PERSONNEL SERVICES								
740-704-431500 ACCOUNTING CLERK	36,727.00	36,727.00	17,400.42	1,507.80	16,522.05	33,922.47	2,804.53	92.36 %
740-704-437049 PUBLIC WORKS DIRECTOR	46,111.00	46,111.00	22,960.78	2,087.40	22,961.40	45,922.18	188.82	99.59 %
740-704-437050 PUBLIC WORKS SUPERVISOR	72,273.00	72,273.00	36,612.81	2,429.57	29,343.93	65,956.74	6,316.26	91.26 %
740-704-437051 PW UTILITIES MANAGER	44,817.00	44,817.00	0.00	2,275.56	13,758.33	13,758.33	31,058.67	30.70 %
740-704-437055 PW ADMIN ASSISTANT	46,564.00	46,564.00	22,819.96	2,410.23	26,675.68	49,495.64	-2,931.64	106.30 %
740-704-437070 UTILITY WORKER, JOURNEY	145,818.00	145,818.00	57,655.71	6,109.00	66,627.64	124,283.35	21,534.65	85.23 %
740-704-437071 UTILITY WORKER II	238,650.00	238,650.00	45,761.69	7,267.14	79,042.52	124,804.21	113,845.79	52.30 %
740-704-439011 SEASONAL HELP	40,000.00	40,000.00	5,119.76	0.00	0.00	5,119.76	34,880.24	12.80 %
740-704-450100 OVERTIME	10,000.00	10,000.00	1,349.11	118.78	1,138.81	2,487.92	7,512.08	24.88 %
740-704-450500 CAREER RECOGNITION PAY	0.00	0.00	345.30	229.34	1,339.32	1,684.62	-1,684.62	0.00 %
740-704-470000 ASSOCIATED PAYROLL COSTS	434,079.00	434,079.00	103,820.26	13,713.14	152,441.75	256,262.01	177,816.99	59.04 %
RptCategory: 40 - PERSONNEL SERVICES Total:	1,115,039.00	1,115,039.00	313,845.80	38,147.96	409,851.43	723,697.23	391,341.77	64.90 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	May 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	1,871.83	22,015.68	62,539.60	8,460.40	88.08 %
740-704-500240	65,000.00	65,000.00	27,507.41	2,380.50	26,180.67	53,688.08	11,311.92	82.60 %
740-704-500425	1,300,000.00	1,300,000.00	530,318.62	44,784.03	522,406.47	1,052,725.09	247,274.91	80.98 %
740-704-500120	36,000.00	36,000.00	32,313.38	1,723.68	30,406.74	62,720.12	-26,720.12	174.22 %
740-704-520130	300,000.00	300,000.00	96,836.92	3,393.80	55,743.41	152,580.33	147,419.67	50.86 %
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	-43.79	17,757.04	36,751.34	8,248.66	81.67 %
740-704-520400	6,000.00	6,000.00	2,015.64	138.79	2,483.48	4,499.12	1,500.88	74.99 %
740-704-520430	16,000.00	16,000.00	8,042.14	683.52	8,245.57	16,287.71	-287.71	101.80 %
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	3,000.00	3,000.00	11,170.29	-1,170.29	111.70 %
740-704-560100	55,000.00	55,000.00	20,758.29	1,654.07	18,881.20	39,639.49	15,360.51	72.07 %
	2,014,000.00	2,014,000.00	809,990.83	59,586.43	734,556.35	1,544,547.18	469,452.82	76.69 %
RptCategory: 50 - MATERIAL AND SERVICES Total:								
RptCategory: 60 - CAPITAL OUTLAY								
740-704-660100	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 %
RptCategory: 70 - DEBT SERVICE Total:								
Department: 704 - WATER Total:								
	8,336,309.00	8,336,309.00	1,380,685.08	97,734.39	1,322,386.78	2,703,071.86	5,633,237.14	32.43 %
Department: 920 - TRANSFER OUT								
RptCategory: 89 - TRANSFERS OUT								
740-920-899100	388,096.00	388,096.00	142,686.00	64,552.49	197,010.49	339,696.49	48,399.51	87.53 %
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	64,552.49	272,505.19	544,599.19	125,496.81	81.27 %
RptCategory: 89 - TRANSFERS OUT Total:								
Department: 920 - TRANSFER OUT Total:								
	670,096.00	670,096.00	272,094.00	64,552.49	272,505.19	544,599.19	125,496.81	81.27 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

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	May 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	162,286.88	1,594,891.97	3,247,671.05	6,158,733.95	34.53 %
	0.00	0.00	1,053,043.87	31,181.55	951,534.93	2,004,578.80	2,004,578.80	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	May Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 750 - STORM WATER FUND								
Revenue								
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL								
RptType: 3000 - BEG FUND BAL	1,040,000.00	1,040,000.00	0.00	0.00	0.00	0.00	-1,040,000.00	0.00 %
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: 3140 - CHARGES FOR SERVICES	1,898,000.00	1,898,000.00	924,970.21	81,800.31	874,867.21	1,799,837.42	-98,162.58	94.83 %
750-000-314060 STORM REVENUE	1,898,000.00	1,898,000.00	924,970.21	81,800.31	874,867.21	1,799,837.42	-98,162.58	94.83 %
RptType: 3141 - SDC	11,000.00	11,000.00	0.00	0.00	0.00	0.00	-11,000.00	0.00 %
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: 3600 - MISCELLANEOUS	0.00	0.00	0.00	0.00	41,174.24	41,174.24	41,174.24	0.00 %
750-000-360000 ALL OTHER STORM FUND RESOURCES	0.00	0.00	0.00	0.00	41,174.24	41,174.24	41,174.24	0.00 %
RptType: 000 - UNDESIGNATED / NON DEPARTMENTAL	2,949,000.00	2,949,000.00	924,970.21	81,800.31	916,041.45	1,841,011.66	-1,107,988.34	62.43 %
Department: 910 - TRANSFER IN								
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 %
750-910-399205 TRANSFER IN FROM ROAD & STREET FUND	278,405.00	278,405.00	117,663.00	0.00	58,456.40	176,119.40	-102,285.60	63.26 %
RptType: 910 - TRANSFER IN	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	81,800.31	974,497.85	2,017,131.06	-1,210,273.94	62.50 %
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	13,768.36	28,268.70	2,337.30	92.36 %
750-705-437049 PUBLIC WORKS DIRECTOR	46,111.00	46,111.00	22,960.76	2,087.40	22,961.40	45,922.16	188.84	99.59 %
750-705-437050 PUBLIC WORKS SUPERVISOR	70,147.00	70,147.00	35,517.64	2,303.50	28,413.50	63,931.14	6,215.86	91.14 %
750-705-437051 PW UTILITIES MANAGER	44,817.00	44,817.00	0.00	2,294.29	13,870.71	13,870.71	30,946.29	30.95 %
750-705-437055 PW ADMIN ASSISTANT	46,564.00	46,564.00	22,819.79	2,410.21	26,675.36	49,495.15	-2,931.15	106.29 %
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	115.28	909.56	2,303.75	2,696.25	46.08 %
750-705-450500 CAREER RECOGNITION PAY	0.00	0.00	335.17	139.68	1,090.59	1,425.76	-1,425.76	0.00 %
750-705-470000 ASSOCIATED PAYROLL COSTS	180,486.00	180,486.00	79,144.74	7,038.73	74,558.12	153,702.86	26,783.14	85.16 %
RptCategory: 40 - PERSONNEL SERVICES	567,711.00	567,711.00	246,373.40	17,645.59	193,543.89	439,917.29	127,793.71	77.49 %
RptCategory: 50 - MATERIAL AND SERVICES								
750-705-500110 CONTRACTUAL & PROFESSIONAL SERVICES	41,000.00	41,000.00	25,566.47	498.10	16,231.58	41,798.05	-798.05	101.95 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

	Original Total Budget	Current Total Budget	2021-2022 Activity	May Activity	2022-2023 Activity	Total Activity	Variance Favorable (Unfavorable)	Percent Used
750-705-520120	36,000.00	36,000.00	33,015.52	2,038.67	32,053.60	65,069.12	-29,069.12	180.75 %
750-705-520130	65,000.00	65,000.00	30,140.13	51.81	15,024.07	45,164.20	19,835.80	69.48 %
750-705-520320	20,000.00	20,000.00	21,079.98	20.03	8,252.10	29,332.08	-9,332.08	146.66 %
750-705-520400	5,000.00	5,000.00	1,983.66	138.75	2,419.52	4,403.18	596.82	88.06 %
750-705-520430	16,000.00	16,000.00	8,044.57	683.73	8,248.07	16,292.64	-292.64	101.83 %
750-705-540220	4,000.00	4,000.00	96.34	0.00	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	1,416.66	2,091.59	4,289.40	710.60	85.79 %
750-705-560100	3,000.00	3,000.00	644.59	50.40	570.85	1,215.44	1,784.56	40.51 %
RptCategory: 50 - MATERIAL AND SERVICES Total:	206,000.00	206,000.00	130,326.31	4,898.15	90,160.74	220,487.05	-14,487.05	107.03 %
RptCategory: 60 - CAPITAL OUTLAY								
750-705-660100	115,000.00	115,000.00	0.00	15,000.00	15,000.00	15,000.00	100,000.00	13.04 %
750-705-676050	1,803,500.00	1,803,500.00	186,939.76	4,974.47	190,480.58	377,420.34	1,426,079.66	20.93 %
RptCategory: 60 - CAPITAL OUTLAY Total:	1,918,500.00	1,918,500.00	186,939.76	19,974.47	205,480.58	392,420.34	1,526,079.66	20.45 %
Department: 705 - PUBLIC WORKS DIRECTOR Total:	2,692,211.00	2,692,211.00	563,639.47	42,518.21	489,185.21	1,052,824.68	1,639,386.32	39.11 %
Department: 920 - TRANSFER OUT								
RptCategory: 89 - TRANSFERS OUT								
750-920-899100	231,094.00	231,094.00	67,286.00	64,552.49	156,209.99	223,495.99	7,598.01	96.71 %
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	64,552.49	179,783.09	293,317.09	41,876.91	87.51 %
Department: 920 - TRANSFER OUT Total:	335,194.00	335,194.00	113,534.00	64,552.49	179,783.09	293,317.09	41,876.91	87.51 %
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	107,070.70	668,968.30	1,346,141.77	1,881,263.23	41.71 %
Fund: 750 - STORM WATER FUND Surplus (Deficit):	0.00	0.00	365,459.74	-25,270.39	305,529.55	670,989.29	670,989.29	0.00 %

	Original Total Budget	Current Total Budget	2021-2022 Activity	May 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								
801-000-309999	40,000.00	40,000.00	0.00	0.00	0.00	0.00	-40,000.00	0.00 %
RptType: 3000 - BEG FUND BAL Total:	40,000.00	40,000.00	0.00	0.00	0.00	0.00	-40,000.00	0.00 %
RptType: 3260 - FINES AND FORFEITURES								
801-000-326020	735,000.00	735,000.00	350,730.31	26,848.61	275,589.71	626,320.02	-108,679.98	85.21 %
801-000-326030	22,000.00	22,000.00	14,867.79	1,156.46	11,783.99	26,651.78	4,651.78	121.14 %
801-000-326040	85,000.00	85,000.00	56,534.36	5,034.36	44,184.39	100,718.75	15,718.75	118.49 %
801-000-326050	3,000.00	3,000.00	0.00	0.00	0.00	0.00	-3,000.00	0.00 %
801-000-326060	5,000.00	5,000.00	-5,234.94	-975.03	-7,440.50	-12,675.44	-17,675.44	253.51 %
RptType: 3260 - FINES AND FORFEITURES Total:	850,000.00	850,000.00	416,897.52	32,064.40	324,117.59	741,015.11	-108,984.89	87.18 %
RptType: 3600 - MISCELLANEOUS								
801-000-360000	0.00	0.00	140.00	1,681.68	2,185.18	2,325.18	2,325.18	0.00 %
RptType: 3600 - MISCELLANEOUS Total:	0.00	0.00	140.00	1,681.68	2,185.18	2,325.18	2,325.18	0.00 %
Department: 000 - UNDESIGNATED / NON DEPARTMENTAL Total:	890,000.00	890,000.00	417,037.52	33,746.08	326,302.77	743,340.29	-146,659.71	83.52 %
Revenue Total:	890,000.00	890,000.00	417,037.52	33,746.08	326,302.77	743,340.29	-146,659.71	83.52 %
Expense								
Department: 220 - COURT								
RptCategory: 50 - MATERIAL AND SERVICES								
801-220-500500	735,000.00	735,000.00	291,037.69	46,691.98	298,748.49	589,786.18	145,213.82	80.24 %
801-220-500510	22,000.00	22,000.00	14,314.84	1,683.07	12,305.22	26,620.06	-4,620.06	121.00 %
801-220-500520	85,000.00	85,000.00	88,200.89	6,651.05	45,501.53	133,702.42	-48,702.42	157.30 %
801-220-500530	3,000.00	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0.00 %
801-220-500540	5,000.00	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00 %
801-220-500550	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	55,026.10	356,923.74	750,617.16	99,382.84	88.31 %
Department: 220 - COURT Total:	850,000.00	850,000.00	393,693.42	55,026.10	356,923.74	750,617.16	99,382.84	88.31 %
Department: 990 - CONTINGENCY								
RptCategory: 90 - OTHER								
801-990-910000	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	55,026.10	356,923.74	750,617.16	139,382.84	84.34 %
Fund: 801 - MUNICIPAL COURT TRUST FUND Surplus (Deficit):	0.00	0.00	23,344.10	-21,280.02	-30,620.97	-7,276.87	-7,276.87	0.00 %
Report Surplus (Deficit):	0.00	0.00	7,421,940.07	-289,917.60	1,070,671.92	8,492,611.99	8,492,611.99	0.00 %

Fund Summary

Fund	Original Budget		Current Budget		2021-2022		2022-2023		Total Activity	Variance Favorable (Unfavorable)
	Total		Total		Activity	Activity	Activity	Activity		
100 - GENERAL FUND	0.00		0.00		4,369,184.25		-295,016.58	-442,104.13	3,927,080.12	3,927,080.12
105 - AMERICAN RESCUE PLAN R	0.00		0.00		0.00		-1,610.00	-4,690.00	-4,690.00	-4,690.00
205 - ROAD AND STREET FUND	0.00		0.00		338,693.70		-14,848.14	-739,093.91	-400,400.21	-400,400.21
228 - POLICE LEVY FUND	0.00		0.00		-112,249.85		-68,846.60	84,498.24	-27,751.61	-27,751.61
229 - FIRE LEVY FUND	0.00		0.00		134,609.17		3,682.94	-228,739.61	-94,130.44	-94,130.44
390 - URBAN RENEWAL FUND	0.00		0.00		232,704.50		13,436.18	125,792.19	358,496.69	358,496.69
730 - SEWER FUND	0.00		0.00		1,017,150.59		88,653.46	1,048,565.63	2,065,716.22	2,065,716.22
740 - WATER FUND	0.00		0.00		1,053,043.87		31,181.55	951,534.93	2,004,578.80	2,004,578.80
750 - STORM WATER FUND	0.00		0.00		365,459.74		-25,270.39	305,529.55	670,989.29	670,989.29
801 - MUNICIPAL COURT TRUST F	0.00		0.00		23,344.10		-21,280.02	-30,620.97	-7,276.87	-7,276.87
Report Surplus (Deficit):	0.00		0.00		7,421,940.07		-289,917.60	1,070,671.92	8,492,611.99	8,492,611.99

CHECK REGISTER FOR MAY 2023

Check Date	Check No.	Vendor	Amount	Line Item Description
05/01/2023	93344 - 93350	UB Refund Checks	741.46	UB Refund Checks - PW
05/04/2023	352	Amy Lindgren Law, LLC	2,519.00	Municipal Judge - CT
05/04/2023	353	Jill Tate	525.00	Transcription - Admin
05/04/2023	354	Lundquist, Kyndre	3,500.00	Prosecutor Service - CT
05/04/2023	355	Nancy McDonald	5,985.00	HR Consulting - Admin
05/04/2023	356	Rotator, LLC	3,375.00	Tourism Program - Banners - Admin
05/04/2023	93351	Aramark	88.36	Mat Rental - PW
05/04/2023	93352	Clackamas ESD	2,107.04	Quarterly Off-Site Data Storage - IT
05/04/2023	93353	Erskine Law Practice LLC	481.00	Pro-Tem Judge - CT
05/04/2023	93354	Northwest Natural Gas	1,773.84	Natural Gas Usage - All Depts
05/04/2023	93355	Office Depot	292.86	Office Supplies - CT/Admin
05/04/2023	93356	Oregon Bureau of Labor & Industry	250.00	Project Fee - PW
05/04/2023	93357	Pamplin Media Group	2,168.00	Newsletter Printing - Admin
05/04/2023	93358	Portland General Electric	172.28	Line Extension - PW
05/04/2023	93359	Portland General Electric	7,383.61	Electricity Usage - All Depts.
05/04/2023	93360	Stitch n' Embroidery Inc.	15.00	Embroidery - PD
05/04/2023	93361	Titan Concrete Construction	3,500.00	Concrete Repairs - PW
05/04/2023	93362	Tyler Hale	88.50	Training Per Diem - PD
05/04/2023	93363	Tyler Technologies, Inc.	250.00	Server Implementation - IT
05/01/2023	93364	UB Refund Checks	659.89	UB Refund Checks - PW
05/09/2023	357	Beery Elsner & Hammond LLP	8,749.86	Legal Fees - Admin
05/09/2023	358	Satcom Global Ltd.	42.75	Satellite Phone Access - PD
05/09/2023	93365	Airgas USA LLC	74.88	Hardware/Tools - PW
05/09/2023	93366	Backflow Management Inc	56.00	Backflow Testing Letters - PW
05/09/2023	93367	BMS Technologies	2,050.77	Utility Bill Printing/Mailing - PW
05/09/2023	93368	Buel's Impressions Printing	129.00	Business Card Printing - PD
05/09/2023	93369	Comcast	52.55	Digital Receivers - IT
05/09/2023	93370	Ferguson Enterprises	397.89	Faucet Repair Parts - PW
05/09/2023	93371	GeoPacific Engineering	772.08	Professional Services - PW
05/09/2023	93372	Jal Duncan Photography	190.00	Portraits - Admin
05/09/2023	93373	Jerry Schmidt	150.00	Signage - SC
05/09/2023	93374	Morales Dimmick Translation Service, Inc.	130.00	Interpreting Service - CT
05/09/2023	93375	North Clackamas County	39,629.14	Water Purchases - PW
05/09/2023	93376	Northwest Success, Inc.	2,253.31	Monthly Janitorial - PW
05/09/2023	93377	Oak Lodge Water Services	97,365.03	Wastewater Service - PW
05/09/2023	93378	One Call Concepts Inc	81.20	Utility Locates - PW
05/09/2023	93379	Oregon Association Chiefs of Police	576.31	Test Forms - PD
05/09/2023	93380	Pet Waste Eliminator	400.00	Pet Waste Bags - PW
05/09/2023	93381	Portland General Electric	6,695.98	Street Light Electric Usage - PW
05/09/2023	93382	Quill Corp	69.99	Office Supplies - PW
05/09/2023	93383	RLI Surety	125.00	Surety Bond/Betz - Admin
05/09/2023	93384	Stein Oil Co. Inc.	4,320.50	Gasoline - PW/PD/SC
05/09/2023	93385	Stericycle	161.46	Shredding Service - PD
05/09/2023	93386	TransUnion Risk and Alternative	75.00	Data Research - PD
05/09/2023	93387	Water Environment Services	112,425.42	Sewer Billing - PW
05/09/2023	93388	WorkSAFE Service Inc	114.00	Drug Testing
05/17/2023	359	3J Consulting, Inc.	8,246.68	Planning Service - Admin
05/17/2023	360	8x8, Inc.	1,702.46	Phone Service - IT
05/17/2023	361	Amazon Capital Services	346.52	Office/Craft Supplies - Admin/Rec
05/17/2023	362	BridgePay Network Solutions, LLC	189.30	Online Payment Processing - Admin
05/17/2023	363	MSPEN Consulting, LLC	1,610.00	Grant Writing Service - Admin
05/17/2023	93389	A & A Drilling Inc.	1,975.00	Drilling Service - PW
05/17/2023	93390	American Heating Inc	1,269.00	HVAC Maintenance - PW
05/17/2023	93391	AutoZone, Inc	2.99	Auto Parts - PD
05/17/2023	93392	Bravo Land Care & Maintenance	945.00	Landscape Maintenance - PW
05/17/2023	93393	Buel's Impressions Printing	54.00	Business Card Printing - PD
05/17/2023	93394	Cain Petroleum	500.00	Car Wash Coupons - PD
05/17/2023	93395	Clackamas County Public & Government Affai	650.00	C4 Retreat Fees - Admin
05/17/2023	93396	Curtis, L. N. Co.	2,335.84	Uniforms - PD

CHECK REGISTER FOR MAY 2023

Check Date	Check No.	Vendor	Amount	Line Item Description
05/17/2023	93397	Deere & Company	8,376.58	Utility Vehicle - PW
05/17/2023	93398	Extreme Products	115.99	Lapel Mic - PD
05/17/2023	93399	Friends of Gladstone Nature Park	1,230.00	Community Event Grant - Admin
05/17/2023	93400	Gladstone Oak Grove Rotary Foundation	5,000.00	Community Event Grant - Admin
05/17/2023	93401	Gold Wrench	501.10	Vehicle Maintenance - PD
05/17/2023	93402	Harris WorkSystems, Inc.	2,478.30	Workstation & Setup - PD
05/17/2023	93403	League of Oregon Cities	20.00	Job Posting - Admin
05/17/2023	93404	Lori Bell	3,900.00	Professional Fees -Tourism - Admin
05/17/2023	93405	Metro	380.00	Consortium Dues - PW
05/17/2023	93406	Oregon DMV	7.00	Driving Records - Admin/PD
05/17/2023	93407	Oregon Patrol Service	852.00	Court/Meeting Security - CT/Admin
05/17/2023	93408	Paramount Pest Control Inc	135.00	Pest Control - PW
05/17/2023	93409	Portland Sign Company	1,701.49	Pole Banners/Brackets - Admin
05/17/2023	93410	Providence Health Services Oregon	200.00	DOT Physicals - Admin
05/17/2023	93411	Quadiant Finance, USA	500.00	Postage - All Depts
05/17/2023	93412	Smith-Wagar Brucker Consulting Inc.	12,333.75	Financial Services - Admin
05/17/2023	93413	Stitch n' Embroidery Inc.	376.00	Logo Embroidery - PD
05/17/2023	93414	Xavus Solutions, LLC	4,950.00	Computer/Software - SC
05/23/2023	93415	Verizon Wireless	2,475.80	Cell Phones/Mobile Data Lines - IT
05/25/2023	93416	Allstream	180.80	Land Lines - PW
05/25/2023	93417	American Legacy Homes	12,100.00	Kitchen Upgrade Downpayment - SC
05/25/2023	93418	Aramark	132.54	Mat Rental - PW
05/25/2023	93419	Backflow Management Inc	80.00	Back Flow Letters Mailed - PW
05/25/2023	93420	Canon Financial Services, Inc.	1,473.55	Copier Usage/Leases - IT
05/25/2023	93421	Cintas First Aid Lockbox	531.61	First Aid Supplies/Watercooler - PD/SC/PW/A
05/25/2023	93422	Clackamas County Finance Department	13,434.08	Dispatch/Ammo/Signal Maint - PD/PW
05/25/2023	93423	Donna Mathews	160.00	Logo Embroidery - PD
05/25/2023	93424	The Garden Corner	2,352.00	Flower Basket Brackets - Admin
05/25/2023	93425	J. Thayer Co.	239.02	Nameplates - Admin
05/25/2023	93426	Kaiden Crotchett	179.00	Training Per Diem - PD
05/25/2023	93427	Laserwerks	77.00	Name Badges/Plaque - Admin - PD
05/25/2023	93428	Lee Gilliam	179.00	Training Per Diem - PD
05/25/2023	93429	Leeway Engineering Solutions LLC	19,229.57	I & I Project - PW
05/25/2023	93430	Lexipol LLC	8,621.85	LE Manual/Training - PD
05/25/2023	93431	McFarlane's Bark	2,940.00	Bark Chips - PW
05/25/2023	93432	Metro Overhead Door	1,204.00	PD Gate Maintenance - PW
05/25/2023	93433	Northwest Parking Equipment Company	2,265.58	Replacement Card Reader - PW
05/25/2023	93434	Pacific Mobile Structures, Inc.	532.00	Mobile Office Rental - PW
05/25/2023	93435	Pamplin Media Group	108.29	Meeting Publications - Admin
05/25/2023	93436	Paramount Pest Control Inc	165.00	Pest Control - PW
05/25/2023	93437	Passport To Languages	12.15	Interpreting Service - CT
05/25/2023	93438	Portland General Electric	235.00	Light Pole Installation Permit - PW
05/25/2023	93439	Sah-Hah-Lee Golf Course	500.00	Event Venue Downpayment - PD
05/25/2023	93440	Sisul Engineering	3,693.75	Professional Fees - PW
05/25/2023	93441	Sonsray Machinery LLC	100.23	Vehicle Maintenance - PW
05/25/2023	93442	Stein Oil Co. Inc.	4,627.49	Gasoline - PW/PD/SC
05/25/2023	93443	United States Postal Service	1,214.96	Newsletter Postage - Admin
05/25/2023	364 - 365	US Bank Corporate Payments	15,446.33	P-Card Purchases - All Depts.
05/30/2023	366	CIS Trust	62,924.02	Monthly Health Insurance
05/30/2023	367	HRA VEBA Plan	3,375.12	Employer VEBA contribution
05/30/2023	368	MissionSquare Retirement	13,866.45	Voluntary Payroll Deferred Comp
05/30/2023	93445	Axa Equi-Vest	8,138.21	Voluntary Payroll Deferred Comp
05/30/2023	93446	Clackamas Community Federal Credit Union	1,184.77	GPA Union Dues
05/30/2023	93447	Equitable	1,403.83	Non-PERS Retirement Pmt
05/30/2023	93448	Equitable Financial Life Insurance Co.	86.00	Non-PERS Retirement Pmt
05/30/2023	93449	Oregon AFSCME Council #75	1,123.35	AFSCME Union Dues
05/30/2023	93450	Oregon Department of Justice/Child Support	343.20	Child Support

CHECK REGISTER FOR MAY 2023

Check Date	Check No.	Vendor	Amount	Line Item Description
		Total General Fund Payments	<u>\$ 562,783.51</u>	
		<u>Urban Renewal Fund Checks:</u>		
05/15/2023	5540	Pamplin Media	386.12	Budget Related Publications - Admin
05/25/2023	5541	Clackamas County Finance	159,531.00	Abatement/Demolition - 525 Portland Ave.
		Total May 2023 Payments:	<u><u>\$ 722,700.63</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	171.00	1,257.50	-	5,318.50
Meeting Attendance	-	-	-	-	-	-	-
Governance/City Council	802.50	370.50	342.00	902.36	199.50	-	4,695.46
Meeting Attendance	3,457.72	655.50	1,329.86	1,111.50	484.50	-	12,710.58
Intergovernmental	-	-	-	-	171.00	-	513.00
Meeting Attendance	-	-	-	-	-	-	228.00
Land Use/ Community Development	723.01	1,054.65	1,197.00	2,110.70	3,040.00	-	18,232.61
Meeting Attendance	-	855.00	484.50	541.50	-	-	1,881.00
Parks & Recreation	342.00	-	171.00	655.50	399.00	-	1,567.50
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	-	-	-	28.50	-	5,014.04
Public Works	3,324.86	3,148.83	1,083.00	1,075.06	1,918.40	-	14,510.31
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	\$ 6,567.62	\$ 7,498.40	\$ -	\$ 98,157.82

Gladstone Police Department

Monthly Report

June 2023





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



CHIEF'S REPORT

June 2023

Greetings,

While the month of May has been identified as National Youth Traffic Safety Month, I would like to reiterate and share some tips for ensuring teens are ready to hit the road for the summer.

While some teens have more freedom and flexibility to drive over the summer break, it is important for parents to be involved in their teens' driving. Summer can be a very busy time with kids out of school and they will be driving more than they would if in school. As a reminder, parents should go over driving basics including using seat belts, keeping both hands on the wheel and eyes on the road to avoid distracted driving.

A survey conducted by State Farm Insurance on distracted driving found that those with less driving experience were more likely to interact with their phone. Drivers that have been driving less than five years are more likely to be on their phone, including apps, recording videos, watching videos, when you compare those that have been driving more than 10 years. Parents, encourage teens to keep their phones out of reach while they are driving.

Sincerely,

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

John Schmerber, Chief of Police



GLADSTONE POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT

JUNE 2023



"Respect ~Service ~Character ~Passion"

GENERAL STATISTICS/TYPE	THIS MONTH	YTD THIS YEAR	YTD LAST YEAR	% +/-	TOP 5 TRAFFIC CITE CHARGES	
Dispatched Incidents	560	3,005	3,008	-0.10%	Speeding 37	
Officer Initiated Incidents	421	2,786	2,749	1.35%	Driving Uninsured 11	
Total Number of Incidents	981	5,791	5,757	0.59%	No Operators License 8	
Police Reports Filed	271	1,644	1,837	-10.51%	Driving While Suspended 7	
Traffic Contacts	282	1,976	1,622	21.82%	Failure to Wear Seat Belt 6	
Citations Issued (Charges)	103	935	1,033	-9.49%	ALARM ADMINISTRATION REPORT	
Parking Citations	1	48	28	71.43%		
DUII	5	21	19	10.53%	Renewals Billed 24	
Community Policing Contacts	10	78	126	-38.10%	Renewal Fees Collected \$300.00	
Murders	0	0	0	0.00%	New Permits Issued 4	
K9 Deployments	6	17	25	-32.00%	False Alarms w/No Permit 3	
Tow Releases	1	13	9	44.44%	1st false Alarm Events 1	
					2nd False Alarm Events 0	
					3rd False Alarm Events 1	
					False Alarm fees collected \$150.00	
					False Alarm fees billed \$100.00	



GLADSTONE POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT

JUNE 2023

"Respect ~Service ~Character ~Passion"



SELECTED CALLS FOR SERVICE**	THIS MONTH	YTD THIS YEAR	YTD LAST YEAR	% +/-	SPECIFIC OVERTIME CATAGORIES	HOURS
Abuse/Neglect	2	15	22	-31.82%	Shift Coverage	190.75
Accident/Injury or Fatal	2	12	9	33.33%	Court	12
Accident/Property Damage	5	41	39	5.13%	Training	21.75
Assault	6	16	14	14.29%	Presentations/Meetings	7
Burglary	3	17	11	54.55%	Traffic Grant	51.5
Domestic Disputes	20	102	93	9.68%	Special Assignment	25
Drugs/Narcotics	6	16	7	128.57%	K9	21
Disturbance-Fights-Noise	21	73	82	-10.98%	SRO	0
Forgery/Fraud	6	52	50	4.00%		
Hit and Run	1	25	23	8.70%		
Ordinance Violations	40	124	52	138.46%		
Runaway/Missing	5	21	29	-27.59%		
Sex Offense	2	9	29	-68.97%		
Suicide Attempt/Threat	7	28	27	3.70%		
Suspicious Person or Circumstance	57	316	358	-11.73%		
Thefts	14	100	135	-25.93%		
Trespass/Prowler	11	57	68	-16.18%		
Vandalism	9	32	60	-46.67%		
Vehicles Recovered	0	19	18	5.56%		
Vehicles Stolen	2	20	43	-53.49%		
Death(Not Suicide/Murder)	0	5	7	-28.57%		

**Coded at time of dispatch, not final disposition



GLADSTONE POLICE DEPARTMENT BIAS MONTHLY REPORT TO CITY ADMINISTRATOR AND COUNCIL



BIAS MONTHLY REPORT

REPORTED BY: Kristi Walls

June 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.

No Bias Incidents were 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.

No bias crimes or incidents were reported for the month of June.



GLADSTONE POLICE DEPARTMENT
CODE ENFORCEMENT MONTHLY
REPORT TO CHIEF AND COUNCIL



CODE ENFORCEMENT OFFICER
MONTHLY REPORT

Prepared by Sammy Unda

June 2023

- 1 Parking citation
- 2 Warning parking citations
- 1 Ordinance Violation Citation (noxious vegetation)
- 6 Parking Complaints:
 - 5/6 Parking complaints resolved
- 10 Abandoned vehicles:
 - 6/10 resolved
- 3 Dog nuisance calls:
 - 3/3 resolved
- 6 Business License violations
- 2 Vehicles Towed
- 16 Ordinance Violations calls for service:

➢ 3 Noxious Vegetation	1 resolved
➢ 2 Junk Keeping	1 resolved
➢ 1 Temporary Occupancy	1 resolved
➢ 10 Miscellaneous calls	9 resolved

Total: 41 calls for service

New Incidents/Cases & Completed Incidents

6/6/2023 Case # 23-011972

Junk-Keeping (completed)

After a final warning was given regarding the junk/items in the street, the items were moved off the street by the next day.

Before:



After:



CODE ENFORCEMENT OFFICER
MONTHLY REPORT Continued....

6/13/2023 Case # 23-012327

RV on River Road, towed (*completed*).

This RV had been called in multiple times for parking violations/trespassing issues. The drivers of the RV abandoned it on the street.



Looking south at the intersection of First and Cornell

6/27/2023 (in-progress)

Obscured Stop-Sign First/Cornell

Public Works notified, stop sign is obscured due to overgrown bushes.

6/27/2023 (in progress)



Wi-Fi/Power lines hit on multiple occasions on Duniway
Lines on Duniway have been struck and brought down on multiple occasions by semi-trucks attempting to drive in the neighborhood despite it being a dead end street. Public Works notified about potentially adding a sign regarding a height limit, or clearance.





GLADSTONE POLICE DEPARTMENT DETECTIVES MONTHLY REPORT TO CHIEF AND COUNCIL



DETECTIVES MONTHLY REPORT

Prepared by Detective Fich

June, 2023

New Cases Assigned:

1. 23-011663 Child Abuse (Physical) Assigned for case review on 06/07/2023
2. 23-013024 Attempted Murder, Assault 1, Burglary 1. GPD call-out on 06/22/23
3. 23-013641 Officer Involved Shooting. Clackamas County Interagency Major Crimes Team (MCT) call-out on 06/30/23.

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. 23-009913 Sexual Abuse. Assigned 05/13/23
4. 23-013024 Attempted Murder, Assault 1, Burglary 1. GPD call-out on 06/22/23
5. 23-013641 Officer Involved Shooting. Clackamas County Interagency Major Crimes Team (MCT) call-out on 06/30/23

Cases Cleared:

1. 23-008953 Officer Involved Shooting. Clackamas County Interagency Major Crimes Team (MCT) call-out. Case forwarded to the Clackamas County District Attorney's Office for review on 06/02/23.
2. 23-009639 Rape. Case closed as unfounded. Victim recanted initial statement made during episode of PTSD combined with drug induced psychosis.
3. 23-011663 Child Abuse (Physical) Assigned for case review. Case forwarded to DHS. Criminal investigation suspended at request of victim and non-offending parent.

Sex Offender Registrations Completed: 0

Highlights/Noteworthy:

1. June 1, 2023, a suspect was indicted by a Clackamas County Circuit Court Grand Jury on charges of Aggravated Theft in the First Degree and 4 counts of Theft in the First Degree (GPD Case 22-013747)
2. On May 25, 2023, 60-year-old Madison Curtis Ceaser was convicted by jury in Clackamas County Circuit Court of one count of Incest, three counts of Rape in the First Degree, three counts of Sodomy in the First Degree, one count of Sexual Abuse in the First Degree, two counts of Unlawful Sexual Penetration in the Second Degree, one count of Sexual Abuse in the Second Degree, and one count of Sexual Abuse in the Third Degree. On June 6, 2023, he was sentenced to 25 years in prison with the Oregon Department of Corrections (GPD Case 20-013165)



GLADSTONE POLICE DEPARTMENT K9 MONTHLY REPORT TO CHIEF AND COUNCIL



K9 MONTHLY REPORT

Prepared by: Officer Olson

June 2023

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

Officer	K9 Deployments GPD	K9 Deployments Other Agencies	K9 Training Hours
Olson	2	4	16

Nanuk and I assisted Lake Oswego Police Department locate a suspect that ran from a stolen vehicle. The suspect ran across I-5 and Nanuk tracked within half a block of him when a Tigard Officer located him and he gave up.

Nanuk assisted Clackamas County Sheriff's Office in locating a wanted person. Nanuk tracked the suspect down and located him hiding in a bush.

Nanuk celebrated his seventh birthday on June 24th.
Happy Birthday Nanuk!





GLADSTONE POLICE DEPARTMENT OPERATIONS MONTHLY REPORT TO CHIEF AND COUNCIL



OPERATIONS MONTHLY REPORT

Prepared by Sgt. Okerman

June 2023

6/4 Officers patrolling near High Rocks Park located a vehicle parked on the sidewalk. There was a subject moving property around in the vehicle. As officers were completing a citation for the driver they learned he had an outstanding warrant out of Central Oregon. The subject was arrested and taken to jail.

While officers were contacting the suspect of an assault on an Uber driver, a known wanted subject arrived at the same location. Both subjects were arrested and taken to jail.

6/6 A subject who had been trespassed from multiple businesses in Gladstone was suspected of starting a small fire in the grass behind a car dealership. Officers interviewed several witnesses and collected evidence in the possession of the suspect. The Subject was arrested and taken to jail. Charges were filed.

6/7 Officers were called to Safeway for a disturbance. When officers arrived there was no one at the store but did locate two of the subjects walking on 82nd DR getting ready to walk along the freeway. Officers noted the two subjects were intoxicated and under aged. They had been swimming at High Rocks and just wanted a ride home to SE Portland. They were detained and transported to the Clackamas County Juvenile Department.

6/27 A juvenile who was wearing an ankle monitor cut it off and ran away from home. Officers and deputies responded and located the subject about a mile North near Bilquist Elementary. The juvenile ran into a backyard but was apprehended without incident.

6/28 Officers stopped by the park to help celebrate a child's birthday. His mom could not be at the party because she is in training at the police academy. She was happy to have some of her friends come by to say happy birthday, even though the birthday boy was a little shy.





GLADSTONE POLICE DEPARTMENT OPERATIONS MONTHLY REPORT TO CHIEF AND COUNCIL



OPERATIONS MONTHLY REPORT

Prepared by **Sgt. Graves**

June 2023

06/11/23- A cold burglary was reported in the 400 block of Portland Ave. An unknown suspect broke the front window to the business and stole the cash register. There are no known suspects at this time and no other investigative leads.

06/14/23- Officers assisted with Gladstone High School with their graduation ceremony. Officer closed the road for the event. After GPD Officers escorted the graduating class out of town with a police escort.

06/16/23- Officers were called to a runaway juvenile in the 6300 block of Hull Ave. While one Officer went to the scene the other conducted an area check for the juvenile. The juvenile was located a short time later and returned home.

06/17/23- Officers conducted a warrant service in the 17300 block of Craig Ct. Officer located the felony suspect and he was taken into custody without incident.

06/22/23- Officers responded to the McLoughlin Market on a reported DUII. Officers arrived and found the suspect outside of his vehicle. After investigation the subject was arrested and provided a breath sample of .21. This was the subject's second DUII in the last 3 days and is now looking at felony charges.



GLADSTONE POLICE DEPARTMENT OPERATIONS MONTHLY REPORT TO CHIEF AND COUNCIL



OPERATIONS MONTHLY REPORT

Prepared by Sgt. Hutchinson

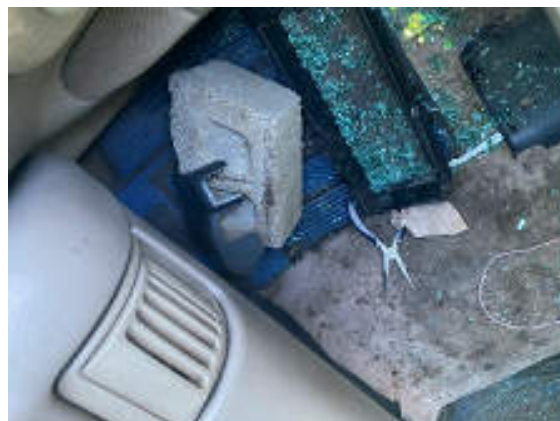
June 2023

June 2 Friday – Officers arrested a subject for DUII after they were stopped for traveling at 120 MPH on I205.

June 3 Saturday – Officers arrested a DUII driver that just left a local bar.

June 7 Wednesday – Tukwilla Springs called to have a subject trespassed from their property. The subject was a son of a renter and a suspect in a theft. Officers later contacted him and trespassed him from the Holiday Inn Express, and cited him for the theft.

June 10 Saturday – Gladstone Officers responded to a criminal mischief at a residence. The suspect threw a cinderblock through the window of a vehicle of one of the renters. The suspect was barricaded in his room and refused to answer the door. He claimed to have a gun, so the decision was made to back out of the residence. The claim that he had a gun was unlikely. The suspect was arrested at a later date.



June 15 Thursday – Officers responded to a criminal mischief in progress at Max Patterson Park. Two juveniles threw rocks through the windows of the shed near the splash pad. We located the juveniles nearby and they were arrested.

June 15, Thursday - An adult male walking on E Hereford was reported to have exposed himself. The suspect was pointed out to an officer who was completing a separate investigation at Max Patterson Park. Once the officer cleared his original service call the investigation was completed. The case was referred to the City Attorney for Prosecution.





GLADSTONE POLICE DEPARTMENT OPERATIONS MONTHLY REPORT TO CHIEF AND COUNCIL



June 16 Friday – Officers located 6 juvenile girls who stole from the Gladstone Walgreens. They took make-up and other cosmetics. The store did not want to press charges but wanted them trespass. They were documented for the trespass and the theft was forwarded to juvenile department as information.



OPERATIONS MONTHLY REPORT Continued....

June 22 Thursday – Officers responded to a report of a disturbance with a weapon on Crownview Dr. It was reported a stocky man entered the residence through an open door and attacked a woman inside. After a thorough search, the suspect could not be located. The scene was documented by CSI. A check for additional evidence was conducted but a suspect has not been identified. Case remains under investigation.

June 23 Friday – Officers responded to a crash between two vehicles with children inside, no injuries were determined and the subjects exchanged information.



June 24 Saturday – Officers assisted OSP in locating a woman who set fire to the grass on the I205 on ramp in Gladstone. The female was located and detained. She admitted to the setting the fire, and OSP took the arrest.

June 29 Thursday – Gladstone Sergeant and Chief responded to a crash on 82nd Drive and Oatfield Road. A fully loaded U-Haul ran the red light crashing into a sedan driven by an elderly driver. There were only minor injuries and both vehicles were towed from the scene.



RECORDS UNIT MONTHLY REPORT

Reported by: Executive Assistant Kristi Walls

June 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. There was no correct answer this month. The correct answer was at the dead end of E Jersey St.



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 fitted and gave away 3 bike helmets in June.

Don't forget to join us for the Annual Fourth of July BBQ. Tuesday, July 4th from 12:00 – 2:00. Free hotdogs, chips, cookies, snow cones and water. Police Chief John Schmerber and Fire Chief Nick Browne will be cooking up the hot dogs for everyone!



Officer Oliver surprised kids at Max Patterson Park last weekend by bringing popsicles for everyone at the park. It was a hot sunny day and the sweet frozen treats were much appreciated.



GLADSTONE'S ANNUAL
**POLICE &
FIRE**
COMMUNITY BBQ

BRING THE WHOLE FAMILY
FOR FOOD, GAMES AND FUN!

**TUESDAY
JULY 4TH
12 - 2 PM**



FREE HOT DOGS - CHIPS - SNOW CONES

MAX PATTERSON PARK
450 E EXETER ST., GLADSTONE 97027



Where is K9 Nanuk? July 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

June 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
Gilliam	Lock Picking	No	16
Crotchett	Lock Picking	No	16
Walls	OLERA Conference	No	16
Hale	Firearms	Yes	3
Fich	Firearms	Yes	3
Gilliam	Firearms	Yes	3
Butler	Firearms	Yes	3
Pavey	Firearms	Yes	3
Orr	Firearms	Yes	3
Olson	Firearms	Yes	3
Day	Firearms	Yes	3
Crotchett	Firearms	Yes	3
Okerman	Firearms	Yes	3
Graves	Firearms	Yes	3
Hutchinson	Firearms	Yes	3
Total			84

Officers Gilliam and Crotchett attended a two-day lock picking class. They learned beneficial skills on how to defeat locks which will allow us to gain entry without causing damage.

All employees completed required Heat Exposure Training in preparation for the hot summer weather.

Sgt. Okerman received his Supervisory Certificate from DPSST.



GLADSTONE POLICE DEPARTMENT TRAINING UNIT MONTHLY REPORT TO CHIEF AND COUNCIL



TRAINING UNIT MONTHLY REPORT Continued...

Executive Assistant Kristi Walls attended the Oregon Law Enforcement Records Conference. She got updated information on all things police records related.

Nearly all sworn personnel completed quarterly firearms training. This quarter there was a focus of one handed shooting, drawing with the opposite hand, and qualifications.



Officers Kaiden Crotchett and Matthew Pavey received their Basic Police Certifications from DPSST this month. Congratulations!



Staff Report for June 2023

Report Date : June 29, 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: Irrigated fields are mowed weekly, non-irrigated fields are mowed bi-weekly.
- Graffiti clean-up continues on a regular basis in our parks and public areas.
- Baseball/Softball field prep and maintenance for daily games and tournaments.
- Irrigation schedule for City parks: Monday, Wednesday, Friday and Sunday.
- Splash pad at Max Patterson Park is open for summer!



The Parks Dept. is taking part in the “Stash the Trash” program again this year; the Clackamas River Basin Council sponsors this program. Lightweight trash bags are provided in key areas of river access, encouraging visitors to leave no trace and assist in picking up trash left by others before it makes it into our local rivers. Grab one for your next walk or river float and help keep our rivers clean! This program is in place throughout summer and early fall, we have bag stations at two park locations: High Rocks Park and Cross Park.

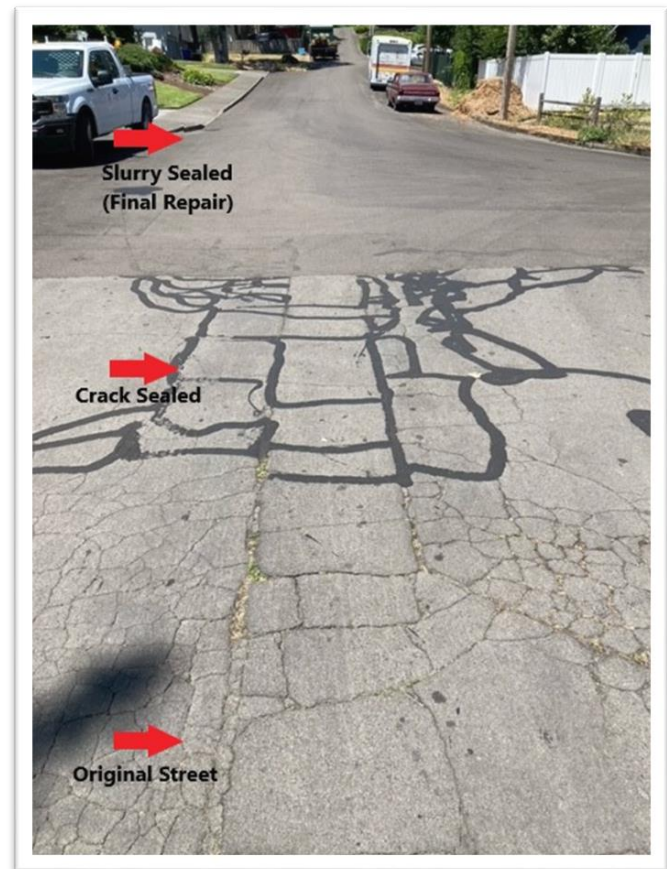


STREETS:

Summer is upon us and that means it is project season, our Streets Dept. has crews out working all over town prepping our roadways for our Annual Asphalt Repair and Slurry Seal Projects. These projects are key to our commitment to improving our streets in Gladstone.

This picture on the right shows the progression of the work that takes place for a slurry seal project:

The original roadway is showing signs of “alligator cracking” which is one of the most common signs of distress in a roadway. The first step in this process is to properly prep the roadway for crack sealing, to do so compressed air is used to blow out the cracks clearing them of debris. Crews then use a crack sealing machine to fill cracks with a hot pleximelt product, this binds the crack and will help prevent water from penetrating the asphalt. Following the completion of crack sealing the roadway can then be slurry sealed by applying an emulsion of asphalt and aggregate over the entire roadway. The entire process seals the roadway, fills in minor deficiencies, improves the driving surface and extends the life of the roadway substantially.



FACILITIES:

- Twice a month Facility Inspections “Ongoing”
- Fire Department Open House. Public Works assisted with prep for the open house event at the Fire Dept. Debris removal, laying bark dust and a diligent effort was made to repair the 9/11 monument prior to the event.
- Interior improvements for the Gladstone Senior Center are in process. Fire rated doors, new blinds have been selected, and admin staff is working to finalize contracts to process orders. Installation will take place later this summer.
- Titan Concrete installed a new sidewalk, approach and ADA ramp on Watts Ave. at the back entrance to the Public Works yard, this work is part of the public improvements aspects of the Public Works remodel project.



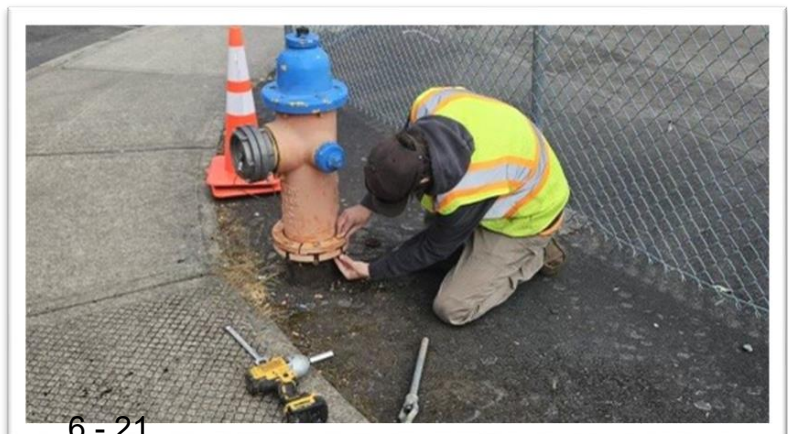
Staff solicited bids to have the Gladstone Senior Center parking lot seal coated. We were able to schedule the work to take place during an already arranged closure for the interior painting. Both front and back lots were seal coated and restriped by K & L Industries. The project was a success it looks great!



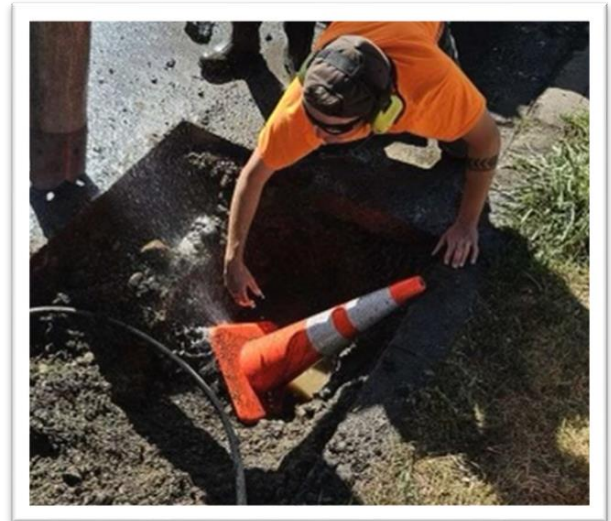
WATER:

- 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.
- Door Hangers and water meter shut offs for non-payment
- Daily locates, citywide.

Water crews repaired a hydrant that was mysteriously broken at the intersection of 82nd Dr. and Columbia Ave.



The Water Dept. has been busy with leak repairs in several locations throughout the City, which has given many opportunities for training for our newest fulltime crewmember, Nick Wright.



SEWER:

- Investigated a sewer issue @ 20105 Mcloughlin Blvd. this location has had frequent sewer backups recently. Working with a plumbing contractor hired by the business it was determined that it is related to a low flow of water. Public works has this trunk line on a list for more frequent flushing.
- The Utilities Dept. installed a sewer lateral for the Public Works Remodel Project located at the back of the Public Works yard; this will allow the current construction trailer that is the Public Works office to be moved to the back of the yard during construction.



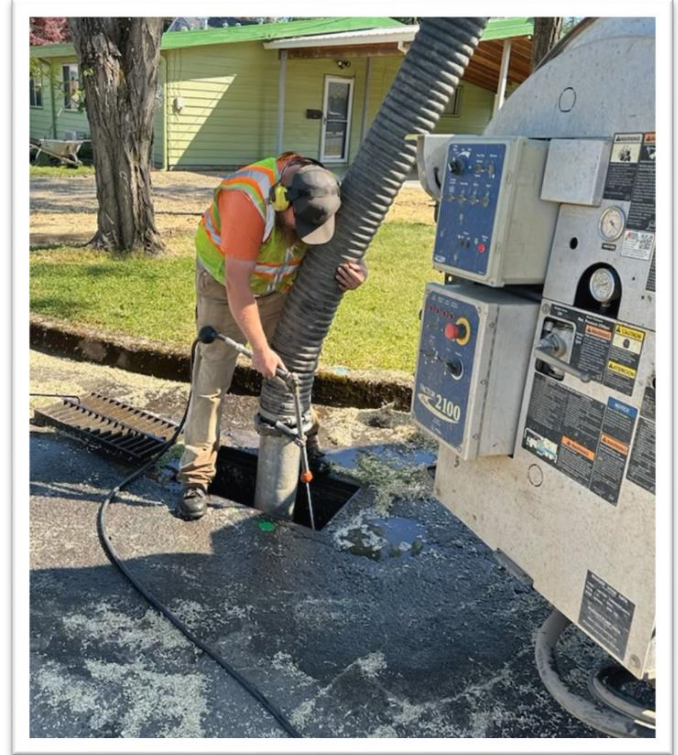
STORM:

- Street Sweeping as per monthly schedule
- Performed landscape maintenance at the storm pond at Tryon Way and Glen Echo Ave.
- Catch basin inspections and cleaning in areas 1-3, per DEQ requirements.

City Administrator Betz has spent several Friday's with the Public Works Crews taking part in job shadowing. Many are unfamiliar with what tasks fall under Public Works, many times, it is because each city is different.

Our department was excited when Administrator Betz expressed interest in becoming more familiar with the tasks we refer to regularly; she took it a step further when she suited up and started working alongside the crew.

Her first day was spent cleaning catch basins with Utility crewmember Scott Johnson utilizing our Vactor truck. Her second Friday was spent with our Streets crew crack sealing and learning more about this important aspect of ongoing street maintenance. Finally, she wrapped up her job shadowing with the Water crew, learning and becoming more familiar with the City's water system. Starting at the entrance of our system, to our reservoirs, along with the daily and routine tasks that crews manage to ensure our residents have safe drinking water.



PROJECTS:

We are excited that this project is currently underway and expected to be completed by early July. The Webster/Cason Crossing Project was identified as a high priority in our Transportation Safety Plan as well as a year one goal for our City Council. This project will provide an enhanced pedestrian crossing with high visibility pavement markings and signage. Installation of rectangular rapid flash beacons (RRFB's), four ADA ramps and a reduction of the curb radius on the northeast corner of the intersection. This project will increase overall safety in the area for pedestrians, students during the school year and increase access to the Gladstone Nature Park.



SAFETY TRAINING:

Public Works Monthly Safety Meeting: CIS Heat Stress Prevention Video/Presentation

ADMINISTRATION:

- Tentative agreement reached between Oaklodge Water and the City of Gladstone for water and wastewater services.
- Finalizing RFP Documents for the I & I Phase 1 and 2 project; RFP will be posted first week of July.
- 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.
- Conducting design review for the Gladstone Library project.
- Working with our Regional Water Providers Consortium and Clackamas River Water Providers partners to draft a Water Week article to pitch to the Clackamas Review, Oregon City News, West Linn Tidings, and Lake Oswego Review.
- Met with Willamette River Keepers volunteer group to plan volunteer invasive species cleanup events at Meldrum Bar Park for the spring and summer seasons.
- Final stages of Library project, Pre-Construction Meeting scheduled for first week of July.
- SDC calculations on 4 commercial developments and 3 private developments.
- Annual CCR posting and certification as required by Oregon Health Authority.
- Administering documents for the Annual Slurry Seal Project, preparation to take before City Council.
- Developing notification plans for multiple Public Works projects to provide information to our residents to reduce interruptions and delays.
- Meldrum Bar Park Playground Project, survey is out to our residents via Survey Monkey. Signage regarding how to access the survey has been placed at multiple locations within our City parks, social media and the City website.
- Finalized contract documents for the Asphalt Repair Project, a Pre-Construction Meeting to be scheduled for this project that will be completed by late July.

Some people want it to happen,
Some wish it would happen,
Others make it happen.

~Michael Jordan

Monthly Report Date: JUNE 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 67 Info and Assistance calls coming in about inquiries regarding program/service needs, transportation, follow-up etc.

The center handled 60 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 3 case management, calls to direct plan, support and assist our senior participants navigate the system.

Guest Attendance

Total number of participants/guests, 820 this month

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

We delivered 1825 Homebound meals to Gladstone community members.

Over the month, 158 food boxes were sourced, prepped, and delivered.

We reported 710 volunteer hours over the month, and 2 new volunteers.

We total 105 active volunteers.

The Senior Advisory Board was pleased to learn that City Council voted to rename the Gladstone Senior Center to Gladstone Community Center, the spirit of generations. We look forward to further improving and implementing events and opportunities for the community to take part in at the center. We will discuss the possibilities of renaming the board itself and representing the center at the upcoming Community Festival in

August. We'll be reviewing our goals and working on our impact on the community in terms of what it means to continue to create a space that offers family friendly offers in the near future.

June Highlighted

GEMS organized a Fire Prevention training, free for the community to attend at the center by the Clackamas Fire Dept. Nutrition program Kitchen Modernization- selections for building materials were made with American Legacy Home + Construction LLC and they will begin working on the dining area and wall starting the month of July.

Gladstone Senior Foundation The interior painting of the center is coming along. Below are some pictures of the lobby. We are working with the contractor to finish the punch list of items to ensure that everyone is satisfied with the work.



Photos of newly painted lobby

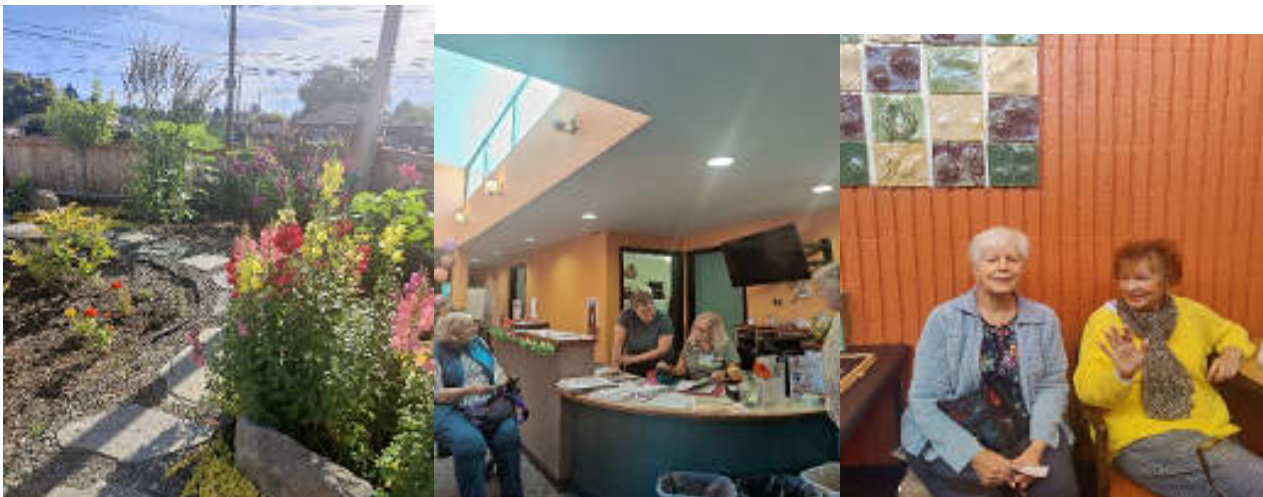
Rae Gordon
Band playing
for our 42nd
Anniversary
Open House



Volunteers in the Food pantry are the key
it's success. Wendy's been invaluable.



We continue to see growth and
improvement on are our Legacy garden.





City of Gladstone Monthly Planning Report June 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	1							5
Customer phone/email Contacts	48	37	31	43	34	27							220
Building Permits with Land Use Review	4	6	2	4	8	4							28
Code Compliance Review	1	1	1	0	0	0							3
Pre-application Conferences	1	0	1	0	0	0							2
Administrative Decisions	2	2	0	0	0	0							4

PLANNING COMMISSION ACTIONS/DECISIONS

- Oregon Convention- Canopy Cover- Approved
- Wong's Building Supply- Approved
- MR (Multi-Household Residential Zoning District) Updates- Recommended to City Council for Approval

CITY COUNCIL LAND USE ACTIONS/DECISIONS

- No Land Use Actions at Council in June

PRE-APPLICATION CONFERENCES

- None held in June

ADMINISTRATIVE PERMITS

- None in June 2023

BUILDING PERMITS WITH LAND USE REVIEW

Date	Address	Building Permit #	Description
06/06/23	740 82 nd Drive	B0292623	Addition of interior wall in High Rocks Business Park Building B
06/06/23	16615 Tudor Drive	B0276823	Backyard deck expansion
06/06/23 & 06/30/23	445 Exeter Street	B0309323	Interior remodel; relocation of front concrete walkway
06/12/23 & 6/22/23	16711 SE Valley View Rd	B0234323	Reservoir fall protection improvements (re-review)
06/22/23 & 06/30/23	525 Portland Avenue	B0116823	Gladstone Library (re-review)
06/22/23	740 82 nd Drive	B0323723	Addition of second interior wall in High Rocks Business Park Building B
06/22/23	310 E Gloucester St	B0330523	Repair foundation retaining wall

FUTURE ITEMS/PROPERTY UPDATES

Date	Topic
July	At City Council- MR (Multi-Household Residential Zoning District) Updates No Planning Commission in July
August	At Planning Commission- Annexation Development Code Update

GLADSTONE MUNICIPAL COURT FROM JUNE 2023

General Court Information from June 2023

- 64 traffic citations filed
- 122 violations disposed
- 10 misdemeanors filed
- 12 misdemeanors disposed
- 18 payment agreements entered
- 22 warrants were issued
- 66 payment reminders were mailed to defendants
- 27 driver's licenses were requested suspended
- 18 driver's licenses were released
- 32 violations were sent to collections
- 199 cases were sent to the Department of Revenue
- 0 Jury trial was held
- \$39,330.00 in violation fees assessed
- \$29,711.23 in violation fees paid
- \$9,794.00 in misdemeanor fees assessed
- \$6,316.30 in misdemeanor fees paid
- \$514.63 collection with Department of Revenue
- \$8151.96 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	64	93	150	122	5	13	10	7	8	12	49	13	3
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	530	1772	1271	794	78	83	42	92	82	51	163	151	27

GLADSTONE MUNICIPAL COURT FROM JUNE 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	39,330.00	23,934.76	42,927.32	29,711.23
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	\$247,822.50	\$315,470.81	\$308,459.10	\$166,121.76

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	9,794.00	5,179.63	9,152.68	6,316.30
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	\$58,703.92	\$89,411.35	\$60,121.61	\$37,368.88

City of Gladstone Staff Report

Report Date: June 29, 2023
Meeting Date: July 11, 2023
To: Gladstone City Council
From: Jacque M. Betz City Administrator

AGENDA ITEM

Municipal Court Judge Contract Renewal

PROPOSAL:

In August 2021 the Gladstone City Council entered into a personal services contract with Amy Lindgren to be the City of Gladstone's Municipal Court Judge through July 31, 2023. Judge Lindgren is providing excellent service to the City and she wishes to renew her contract for an additional two-year term. Staff has prepared a new agreement for the period of August 1, 2023 through July 31, 2025. The Gladstone City Charter, Chapter III, Section 10 states that the Municipal Judge is appointed by and reports directly to the City Council.

OPTIONS:

- The City Council could choose to re-appoint Amy Lindgren as the Municipal Court Judge and direct staff to present the attached agreement for the Mayor and Ms. Lindgren to execute.
- The City Council could choose to go through a recruitment process to attract other qualified candidates to serve in the capacity of Gladstone Municipal Court Judge.

RECOMMENDATION

The Municipal Court Judge is appointed by the City Council.

Proposed language for City Council: "I move that the City approve a personnel services agreement between Amy Lindgren and the City of Gladstone for Municipal Judge services."

Department Head
Signature

Date


City Administrator
Signature

7/5/23
Date

CITY OF GLADSTONE, OREGON PERSONAL SERVICES CONTRACT

A CONTRACT (“Contract”) between THE CITY OF GLADSTONE, OREGON (“City”), and AMY B. LINDGREN (“Provider”) entered into on _____ (“Effective Date”).

WHEREAS, the City and Provider believe it in their mutual interest to enter into a written contract setting out their understandings concerning Provider’s provision of services as the City’s Municipal Judge.

1. Term

The term of this Contract shall be effective from the date provided above and shall remain in full force and effect until July 31, 2025, unless terminated earlier under this Contract. The City may elect to conduct an evaluation of Provider’s services before the end of the Contract term. Such evaluation may include input from the City Council, trial attorneys, and court and law enforcement personnel.

2. Provider’s Service

The scope of Provider’s services and time of performance under this Contract are set forth in Exhibit A. All provisions and covenants contained in Exhibit A are hereby incorporated by reference and shall become a part of this Contract as is fully set forth herein. Any conflict between this Contract and Provider’s proposal (if any) shall be resolved first in favor of this written Contract. Provider will, in the rendering of its services to City, use her best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered under this Contract and Exhibit A.

3. Pro tem Services

While it is agreed that Provider shall personally serve as Municipal Judge and shall be available to fill the duties of that office generally not less than eighty percent of the time needed to fulfill those duties, it is anticipated that ethical conflicts, scheduling conflicts, vacations, illness, etc. will occasionally require the employment of pro tem municipal judges. It is understood that it is in the interest of both parties to maintain an active pool of pro tem judges so that the work for the Municipal Court will not be interrupted when Provider must be absent from that position.

Therefore:

- a. Within ten days of the Effective Date, Provider shall submit to the City Council the names of those persons whom she wishes to nominate as pro tem judges for the term of this Agreement. These persons shall be members of the Oregon State Bar, and in good standing. Any pro tem judge shall also be an independent contractor and not an employee of the City and shall provide the same services listed in Exhibit A.
- b. Provider is responsible for scheduling all pro tem judges upon such terms as they may agree.

- c. Provider is responsible for compensating all pro tem judges at her own expense except in the event Provider is conflicted out from participating under state law. When Provider is conflicted out of a Municipal Court session, the City shall pay the pro tem judge who attends after being notified in writing by Provider.
- d. In the event Provider is not available for scheduled Municipal Court sessions and Provider fails to schedule a pro tem judge, the City shall reduce the amount owed that month by \$1,750 for each Court session that is not appropriately staffed by Provider or pro tem judge.

4. Provider Identification

Provider shall furnish to City Provider's employer identification number, as designated by the Internal Revenue Service or Provider's Social Security number.

5. Compensation

City agrees to pay Provider a flat rate of \$3,500 per month for performance of services rendered as described in Exhibit A except as noted in Section 3 above.

6. Project Managers

City's Project Manager is the City Administrator. Provider's Project Manager is Amy B. Lindgren. Each party shall give the other written notification of any change in their respective Project Manager.

7. Project Information

No information, news or press releases related to the Provider's services as Municipal Court Judge shall be made to representatives of newspapers, magazines, television and radio stations or any other news medium without the prior authorization of City's Project Manager.

8. Duty to Inform

Provider shall give prompt written notice to City's Project Manager if, at any time during the performance of this Contract, Provider becomes aware of actual or potential problems, faults or defects in the project, any nonconformity with the Contract, or with any federal, state, or local law, rule or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Provider shall constitute neither contract with nor acquiescence in Provider's statement or claim and shall not constitute a waiver of any of City's rights.

9. Provider is Independent Contractor

Provider is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract. Provider hereby expressly acknowledges and agrees that as an independent contractor, Provider is not entitled to indemnification by the City or the provision of a defense by the City under the terms of ORS 30.285. This acknowledgment by Provider shall not affect her independent ability (or the ability of her insurer) to assert the monetary limitations found at ORS 30.270, the immunities listed at ORS 30.265, or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS30.300).

10. Overtime

Any person employed to work under this Contract, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC§201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week.

11. Indemnity and Insurance

- a. Indemnity. Except for the performance of her judicial functions for which the City shall indemnify, defend and hold Provider harmless, Provider acknowledges responsibility for any and all liability arising out of the performance of this Contract and shall hold City harmless from, indemnify and defend City for any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Provider's acts, omissions, activities or services in the course of performing this Contract.
- b. Workers Compensation Coverage. Provider is self-employed and is responsible for any claims of workers' compensation that may arise from her self-employment in accordance with Oregon law.
- c. Certificates. Provider shall furnish the City certificates evidencing the date, amount, and type of insurance required by this Contract. All policies will provide for not less than thirty (30) days written notice to the City before they may be canceled.
- d. Primary Coverage. The coverage provided by insurance required under this Contract shall be primary, and any other insurance carried by City shall be excess.

12. Work is Property of City

All work, including but not limited to documents, drawings, papers, computer programs, and photographs, performed or produced by Provider under this Contract shall be the property of City.

13. Law of Oregon

The Contract shall be governed by the laws of the State of Oregon. Venue shall be in Clackamas County, Oregon.

14. Successors and Assignments

- a. Each party binds itself, and any partner, successor, executor, administrator, or assign to this Contract.
- b. Neither City nor Provider shall assign or transfer their interest or obligation hereunder in this Contract without the written consent of the others. Provider must seek and obtain City's written consent before subcontracting any part of the work required of Provider under this Contract. Any assignment, transfer, or subcontract attempted in violation of this subparagraph shall be void.

15. Records

- a. Provider shall retain all books, documents, papers, and records that are directly pertinent to this Contract for at least three years after City makes final payment on this Contract and all other pending matters are closed.
- b. Provider shall allow City, or any of its authorized representatives, to audit, examine, copy, take excerpts from, or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

16. Breach of Contract

- a. Provider shall remedy any breach of this Contract within the shortest reasonable time after Provider first has actual notice of the breach or City notifies Provider of the breach, whichever is earlier. If Provider fails to remedy a breach in accordance with this paragraph, City may terminate that part of the Contract affected by the breach upon written notice to Provider, may obtain substitute services in a reasonable manner, and may recover from Provider the amount by which the price for those substitute services exceeds the price for the same services under this Contract.
- b. If the breach is material and Provider fails to remedy the breach in accordance with this paragraph, City may declare Provider in default and pursue any remedy available for a default.
- c. Pending a decision to terminate all or part of this Contract, City unilaterally may order Provider to suspend all or part of the services under this Contract. If City terminates all or part of the Contract pursuant to this paragraph, Provider shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Contract and later orders Provider to resume those services, Provider shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.
- d. To recover amounts due under this paragraph, City may withhold from any amounts owed by City to Provider, including but not limited to, amounts owed under this or any other Contract between Provider and City.

17. Mediation/ Trial Without a Jury

- a. Should any dispute arise between the parties to this Contract it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Contract shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. Any litigation arising under or as a result of this Contract shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees.
- b. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Clackamas County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

18. Termination for Convenience

The City may terminate all or part of this Contract at any time for its own convenience by written notice to Provider. Upon termination under this paragraph, Provider shall be entitled to compensation for all services rendered prior to actual notice of the termination or the receipt of the City's written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the Contract.

19. Intellectual Property

The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Contract shall vest in the City. Provider shall execute any assignment or other documents necessary to effect this paragraph. Provider may retain a nonexclusive right to use any intellectual property that is subject to this paragraph. Provider shall transfer to the City any data or other tangible property generated by Provider under this Contract and necessary for the beneficial use of intellectual property covered by this paragraph.

20. Payment for Labor or Material

Provider shall make payment promptly, as due, to all persons supplying to Provider labor or material for the prosecution of the work provided for in this Contract. (ORS 279B.220).

21. Contributions to the Industrial Accident Fund

Provider shall pay all contributions or amounts due the Industrial Accident Fund from Provider incurred in the performance of this Contract, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220).

22. Income Tax Withholding

Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS279B.220).

23. Payment of Claims by the City

If Provider fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Provider or a subcontractor by any person in connection with this Contract as the claim becomes due, the City may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Provider pursuant to this Contract. The City's payment of a claim under this Paragraph shall not relieve Provider or Provider's surety, if any, from responsibility for those claims.

24. Hours of Labor

Provider shall pay employees for overtime work performed under the terms of this Contract in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938. (29 USC §§ 201 *et. seq.*)

25. Workers' Compensation

Provider is a subject employer that will comply with ORS 656.017. Provider warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Provider shall indemnify City for any liability incurred by City as a result of Provider's breach of the warranty under this Paragraph. (ORS 279B.230).

26. Medical Care for Employees

Provider shall make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Provider's employee(s), all sums which Provider agrees to pay for such services and all monies and sums which Provider collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230).

27. Conflict of Interest

Except with City's prior written consent, Provider shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise Provider's professional judgment with respect to this Contract, including, without limitation, concurrent employment in direct competition with the Contract.

28. Modification

Any modification of the provisions of this Contract shall be reduced to writing and signed by the parties.

29. No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

30. Integration

This Contract contains the entire contract between the parties and supersedes all prior written or oral discussions or contracts regarding the same subject.

AMY B. LINDGREN, PROVIDER

CITY OF GLADSTONE, OREGON

Signature
Amy B. Lindgren OSB#022608
Attorney- at-Law/Municipal Court Judge

Signature
Michael Milch
Mayor

Date: _____

Date: _____

ATTEST:

Tami Bannick, City Recorder

EXHIBIT A

The Municipal Judge may:

- (1) Render judgments and impose sanctions on persons and property;
- (2) Order the arrest of anyone accused of an offense against the City;
- (3) Commit to jail or admit to bail anyone accused of a City offense;
- (4) Issue and compel obedience to subpoenas;
- (5) Compel witnesses to appear and testify and jurors to serve for trials before the court;
- (6) Penalize contempt of court;
- (7) Issue processes necessary to enforce judgments and orders of the court;
- (8) Issue search warrants; and
- (9) Perform other judicial and quasi-judicial functions assigned by ordinance.

Time of Performance:

- (1) Court will be held every second and fourth Monday each month;
- (2) Additional days will be added as needed to accommodate:
 - a. The docket, and
 - b. Jury trials.

The proposal submitted by Provider is attached to and by this reference incorporated herein as if fully set forth in its entirety.

City of Gladstone Staff Report

Report Date: July 3, 2023
Meeting Date: July 11, 2023
To: Gladstone City Council
From: Jacque Betz, City Administrator

AGENDA ITEM

Adoption of Resolution No. 1219 – Stranded Worker Inter-Governmental Agreement (IGA) establishing a process for the lending of public employees within Clackamas County during an emergency.

BACKGROUND

The City Council held a work session on this topic June 25, 2023. The Clackamas County Managers Group has been working on an IGA to strengthen and coordinate disaster preparedness, response, and recovery capabilities. This type of agreement will enhance public agency disaster resilience throughout Clackamas County. There is recognition that employees may be stranded far from their home agency during an emergency but still may be available to assist with emergency management activities in another public agency's Emergency Operation Center. By adopting this IGA the City of Gladstone will agree to an established process for public agencies in Clackamas County to share employees during an emergency

Although the city enjoys a mild climate, it is subject to periodic winter storms and is in an area likely to be significantly affected by the Cascadia Subduction Zone earthquake. These and other hazards are expected to disrupt transportation in the area. Many city employees live far enough from Gladstone that they would not be able to reach the city in case of major disruption.

Because employees of surrounding jurisdictions may live in or near Gladstone, they may be similarly unable to reach their places of employment under such emergency conditions, it is mutually beneficial for Gladstone and neighboring jurisdictions to clarify and standardize the appropriate treatment of employees working on a temporary basis at jurisdictions hosting them closer to their homes.

PROPOSAL

Key components of the IGA are as follows:

All cities and special districts within Clackamas County are eligible to sign the IGA, and participation is voluntary. The following public agencies have already adopted the IGA:

- Clackamas County
- City of Estacada
- City of Happy Valley
- City of Lake Oswego
- City of Milwaukie
- City of Tualatin
- City of Molalla
- City of Wilsonville
- Oak Grove Sanitation District

- The IGA outlines the facilitation and establishment of conditions and provisions for lending and borrowing of personnel during emergencies among the parties that sign the IGA, including payment for emergency assistance, record keeping, workers compensation, and indemnification and limitation of liability.
- Clackamas County Disaster Management is the administrator of the IGA, and each entity that signs the IGA must identify a representative for administration and implementation.

IGA's of this nature are very common among public safety personnel, and The Gladstone Police Department has a similar agreements currently in place. Participation in this IGA will help provide parity for non-public safety personnel which will strengthen the City's ability to respond and recover from emergencies.

OPTIONS

The City Council could opt out of this IGA and continue to rely solely on City of Gladstone employees during an emergency.

COST IMPACT

None. Staff members of each jurisdiction adopting the IGA will continue to be paid normally by their employer according to the terms of the own agency collective bargaining agreement, Employee Handbook and/or employment contract while working in service to another jurisdictions.

STAFF RECOMMENDATION

Staff recommends City Council adopt Resolution 1219, Authorizing the City Administrator to enter into at Stranded Worker Inter-Governmental Agreement (IGA) establishing a process for the lending of public employees within Clackamas County during an emergency.

Department Head
Signature

Date

Jacqueline M. Betz
City Administrator
Signature

7-5-23
Date

RESOLUTION 1219

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT FOR THE LENDING OF PERSONNEL WITHIN CLACKAMAS COUNTY WHEN PERSONNEL ARE UNABLE TO GET TO THEIR NORMAL REPORTING LOCATION

WHEREAS, the Pacific Northwest is prone to natural hazards such as earthquakes, floods, wind, snow, and ice storms; and

WHEREAS, those hazards, when they occur, may cause a loss of power and communications, significantly damage or affect transportation routes, and leave employees from public agencies stranded and unable to report to their normal work locations; and

WHEREAS, public agencies in Clackamas County have an interest in strengthening and coordinating disaster preparedness, response, and recovery capabilities and enhance its disaster resilience throughout Clackamas County; and

WHEREAS, the City of Gladstone recognizes employees may be stranded by hazard impacts but still may be available to assist with emergency management activities in another agency Emergency Operation Center; and

WHEREAS, the intergovernmental agreement identified in Exhibit A allows for and provides a process for public agencies in Clackamas County to share employees during an emergency; and

WHEREAS, ORS 190.010 to 190.030 authorize units of local government in Oregon to enter into written agreements with any other unit or units of local government for the performance of any of all functions and activities that any of them has the authority to provide.

NOW THEREFORE, THE CITY OF GLADSTONE RESOLVES AS FOLLOWS:

Section 1. The City Administrator is authorized to sign the Intergovernmental Agreement identified in Exhibit A.

Section 2. This resolution is effective immediately upon passage by the City Council.

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

ATTEST:

Michael Milch, Mayor

Tami Bannick, City Recorder

RESOLUTION 1219 - EXHIBIT "A"

INTERGOVERNMENTAL AGREEMENT FOR THE LENDING OF PERSONNEL WITHIN CLACKAMAS COUNTY WHEN PERSONNEL ARE UNABLE TO GET TO THEIR NORMAL REPORTING LOCATION

This Intergovernmental Agreement ("Agreement") is entered into, pursuant to Oregon Revised Statutes (ORS) 190.010 to 190.030 , by and among Clackamas County and those cities, and special districts within Clackamas County who have signed this Agreement (herein collectively known as "Parties").

RECITALS

WHEREAS, the Pacific Northwest is prone to natural hazards such as earthquakes, floods, wind, snow, and ice storms; and

WHEREAS, those hazards, when they occur, may cause a loss of power and communications, significantly damage or affect transportation routes, and leave Party agency Personnel stranded and unable to report to their normal work locations; and

WHEREAS, the Parties have an interest in strengthening and coordinating disaster preparedness, response, and recovery capabilities and enhance its disaster resilience throughout Clackamas County; and

WHEREAS, the Parties' Personnel (defined below), when stranded by hazard impacts, may be available to assist with emergency management activities in another agency EOC; and

WHEREAS, ORS 190.010 to 190.030 authorize units of local government in Oregon to enter into written agreements with any other unit or units of local government for the performance of any of all functions and activities that any of them has the authority to provide.

NOW, THEREFORE, the Parties agree as follows:

TERMS AND CONDITIONS

I. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to authorize, facilitate and establish conditions and provisions for sharing Personnel amongst the Parties during emergencies when transportation routes are disrupted and Personnel are unable to report to their normal work locations. Other Personnel otherwise covered by a separate lending IGA or mutual aid agreement are excluded from this Agreement.

II. DEFINITIONS

- A. Borrower/Borrowing Agency means a Party agency that accepts Emergency Assistance in the form of Personnel from another Party agency, pursuant to the terms of this Agreement.
- B. Emergency includes, but is not limited to, a human-caused or natural event or other circumstance, such as an earthquake, flood, wind, snow, wildfire, or ice storm, which prevents Personnel from reporting to their normal work locations.
- C. Emergency Assistance means Personnel assistance offered during an Emergency and accepted by a Borrowing Agency to assist in the response, relief and/or recovery efforts.
- D. Emergency Operations Center (EOC) is the physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place. In the context of this Agreement, an EOC includes support and coordination facilities such as emergency coordination centers (ECCs), department operations centers (DOCs), and fire operations centers (FOCs).
- E. Emergency Program Manager means the person appointed by a Party agency who is responsible for the organization, administration and operation of the emergency management agency within its jurisdiction.
- F. Personnel may be full-time, part-time, or other qualified employees from the Party agency.
- G. Lender/Lending Agency means a Party agency that provides Emergency Assistance in the form of Personnel to another Party agency, pursuant to the terms of this Agreement.
- H. National Incident Management System (NIMS) is a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together seamlessly and manage incidents involving all threats and hazards – regardless of cause, size, location, or complexity – in order to reduce loss of life, property, and harm to the environment.

III. ADMINISTRATION

Clackamas County Disaster Management will serve as the administrator of this Agreement. The administrator will maintain copies of all signed Agreements and organize meetings of the Party Emergency Program Managers to implement tasks related to the administration and implementation of this Agreement, as outlined in Section V.B.i.

IV. PARTICIPATION IN THIS AGREEMENT

- A. Participation in this Agreement is voluntary and no Party is obligated under this Agreement to act either as a Borrowing or Lending Agency. Each Party shall decide on a case-by-case basis, in its sole discretion, whether it can, under the circumstances, lend or borrow Personnel. No Party shall be liable to another Party, or be considered to be in breach or default under this Agreement, on account of any refusal to lend or borrow Personnel, or any delay in or failure to perform any discretionary duties in this Agreement, except to make payment as specified in this Agreement.
- B. The county and all cities, inter-local agencies, regional governments, and special districts within Clackamas County are eligible to be a Party to this Agreement.

V. ROLES OF PARTY EMERGENCY PROGRAM MANAGERS

- A. Each Party agrees that its Emergency Program Manager or designee will serve as its representative in any meeting to address administration and implementation of this Agreement.
- B. The Party agency Emergency Program Managers, or designees, together, shall:
 - i. Meet annually or as necessary to review and update this Agreement, develop and maintain procedures for Agreement implementation, and evaluate lessons learned from actual use of this Agreement.
 - ii. Develop planning details associated with being a Borrower or Lender under the terms of this Agreement.
 - iii. Develop and implement a means to maintain and disseminate accurate rosters of Party agency approved Personnel.
- C. Each Party agency Emergency Program Manager, or designee, shall:
 - i. Participate in any meetings convened to address administration and implementation of this Agreement.
 - ii. Develop and maintain procedures necessary to implement this Agreement, including but not limited to, communicating with approved Personnel the nature of this IGA.
 - iii. Develop, maintain, and publish a current roster of approved Personnel. Personnel listed on the roster must meet the definition in Part II.F of this Agreement. The list must be available to Party Emergency Program Managers, through an agreed-upon process.

- iv. Maintain a current master copy of this Agreement, and a copy of all implementing policies, procedures, and other documentation.
- v. Notify all Parties if their agency terminates its participation in this Agreement.

VI. PERSONNEL

- A. Personnel must meet at least the minimum qualification standards established by the Party agency and be willing to offer Emergency Assistance to another Party agency in order to participate in this program.
- B. Personnel are authorized to offer Emergency Assistance to other Party agencies (i.e., Borrowers) when requested to do so by a Borrowing Agency party when an Emergency prevents the Borrowing Agency's Personnel from reporting to their normal work locations. Personnel will make every effort to report to their normal work locations before offering assistance to another Party agency.
- C. When reporting to a Borrowing Agency's EOC or other designated site, Personnel must request an assignment from a person authorized to assign and supervise personnel in that EOC or ask to be directed to a person authorized to assign and supervise personnel in the Borrowing Agency's service area for field operations.
- D. The Borrowing Agency is not required to accept and assign reporting Personnel.
- E. Personnel acting under this Agreement are employees of the Lender who provided the Personnel, and shall remain subject to their respective employers' personnel and operations policies, and will make appropriate efforts to advise their employers of their situation either directly or through the Borrowing Agency.

VII. NO EMPLOYMENT RELATIONSHIP

- A. Personnel of the Lender shall, at all times while performing Emergency Assistance or acting under the authority of this Agreement, continue to be employees of the Lender and shall not be deemed to enter into any employment relationship with the Borrower for any purpose. Wages, hours, and other terms and conditions of employment of the Lender shall remain applicable to its Personnel who perform Emergency Assistance under this Agreement. Each Lender shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Each Lender who provides Personnel is and will remain solely responsible for all employment and human resource functions for the Personnel including, but not limited to, FMLA/OFLA administration, worker's compensation, paid sick leave, EEO

complaints, and similar employment-related or human resource issues and concerns. A Borrower shall not be responsible for paying any wages, benefits, taxes, or other compensation for any Borrowed Personnel under this Agreement. The costs associated with borrowed Personnel are subject to the reimbursement process outlined in Paragraph IX, Payment for Emergency Assistance. No business partnership or joint venture is established or contemplated between the Lender and Borrower Agencies in this Agreement. Borrower and Lender Agencies are merely Parties sharing authority and responsibilities pursuant to ORS 190.

- B. In no event shall a Lender or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right, or incur any obligation in the name of, on behalf of or as agent for their respective employing agencies solely by virtue of this Agreement.
- C. Personnel responding under this Agreement shall remain under the administrative control of their respective employers (the Lender), but will be under the temporary supervisor and operational control of the Borrower. Pursuant to Section XII of this Agreement, the Lender shall not be liable for any damages, liabilities, or costs. Personnel may decline to perform any assigned task for any reason, including but not limited to if they judge such task to be unsafe or if they are not qualified to perform the assigned task. A Lender may recall its employees if they are needed to provide support or services within the Lender's jurisdiction. If the Borrower requests Lender's Personnel to supervise or direct activities while offering Emergency Assistance, such request shall not relieve the Borrower of any liability or responsibility under this Agreement and shall not create any Lender liability.
- D. In the event of any dispute between Personnel and the Borrower about the performance of services under this Agreement, Personnel shall be subject to the exclusive direction and control (including personnel actions and discipline) of the Lender.

VIII. DUTIES OF BORROWING AGENCY

- A. The Borrower is responsible for making arrangements, as necessary, to provide for the safety, housing, meals, and transportation to and from job/housing sites for loaned Personnel. The reasonable actual costs associated with such arrangements shall be borne by the Borrowing Agency.
- B. The Borrower is responsible for ensuring Personnel understand the scope of their assigned duties and for training them on the policies of the Borrowing Agency.

- C. Unless otherwise agreed to with the Lender, the Borrower shall release Personnel providing Emergency Assistance as soon as conditions allow the personnel to return to their normal work locations. The Borrower shall notify the Lender when the Lender's Personnel are released.
- D. If Personnel does not meet the needs or is otherwise not satisfactory to the Borrower, the Borrower shall be authorized to decline the assistance of the individual. The Borrower shall provide a written explanation to the Lender upon request or no later than the conclusion of the Emergency.

IX. PAYMENT FOR EMERGENCY ASSISTANCE

The Parties agree to the following terms:

- A. The Lender shall invoice the Borrower for the total costs of providing loaned employees including salary or hourly wages, overtime, and benefits. In addition, the Lender may invoice the Borrower for overhead for all time beyond the first 12 hours. All costs shall be consistent with the Lender's personnel policies and/or collective bargaining agreements as applicable, or other conditions of employment. The Borrower and Lender may make other arrangements for payment if mutually agreed to.
- B. A Borrower shall pay a Lender for all reasonable and actual invoiced and itemized costs associated with Emergency Assistance provided by the Lender within sixty (60) days of receipt of the Lender's invoice. The Lender, in its sole discretion, may elect to extend the repayment deadline upon written request of the Borrower.

X. TERMINATION

Any Party may terminate its participation in this Agreement by written notice to the administrator of this agreement and the Emergency Program Managers of the other Parties. Notice of termination becomes effective upon receipt by the other Parties. Any Party terminating its participation remains liable for all obligations incurred during its period of participation, until the obligation is satisfied.

XI. RECORD KEEPING

- A. Time sheets and/or daily logs showing hours worked by Personnel responding under this Agreement will be recorded on a shift-by-shift basis and provided to the Borrower upon request. Under all circumstances, the Borrower remains responsible for ensuring that the amount and quality of all documentation is adequate to enable disaster reimbursement.

- B. All records generated or received by Lender's Personnel while assisting Borrower during an Emergency that relate to the Emergency are considered Borrower's records for public records retention purposes. Once Personnel are no longer assisting Borrower, Personnel will provide Borrower with any and all applicable public records in Personnel's possession to Borrower for retention.

XII. INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. INDEMNIFICATION. Except as provided in Paragraph B below, and at all times subject to the applicable tort claims limitations in the Oregon Constitution and the Oregon Tort Claims Act, the Borrower shall indemnify, hold harmless, and defend each Lender (including its officers, employees, volunteers, and agents) that provides Personnel to the Borrower from and against any and all third party claims, losses, harms, liability, damage, cost, or expense, including costs of defense, judgments, or awards of damages arising out of or based upon Borrower's acts or omissions in performing under this Agreement including, but not limited to, using Lender's Personnel.
- B. ACTIVITIES IN BAD FAITH OR BEYOND SCOPE. Notwithstanding anything to the contrary in this Agreement, no Party shall be required under this Agreement to indemnify, hold harmless and defend any other Party or Personnel from any claim, loss, harm, liability, damage, cost, or expense caused by, related to, or resulting from the activities of any Party's officers, employees, or agents acting in bad faith, performing activities beyond the scope of their employment, or in the case of malfeasance in office or willful or wanton neglect of duty.
- C. LIABILITY FOR PARTICIPATION. In the event of any third-party liability, claim, demand, action or proceeding, or whatever kind or nature, arising from the rendering of Emergency Assistance through this Agreement, the Borrower agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each signatory to this Agreement whose only involvement in the transaction or occurrence, which is the subject of such claim, action, demand or proceeding, is the execution and approval of this Agreement.

XIII. WORKERS' COMPENSATION AND EMPLOYEE CLAIMS

- A. All Lender Personnel made available to a Borrower shall remain the general employees of the Lender while engaging in and carrying out duties, functions, or activities pursuant to this Agreement, and each Party shall remain fully responsible as the employer for all taxes, assessments, fees, premiums, wages, withholdings, worker's compensation, and other direct and indirect compensation, benefits, and related obligations with respect to its employees. Likewise, each Party shall provide worker's compensation in compliance with statutory requirements of the states of Oregon.

XIV. NON-EXCLUSIVENESS AND OTHER AGREEMENTS

- A. This Agreement is not intended to be exclusive among the Parties. Any Party may enter into separate Emergency Assistance agreements with any other entity. No such separate agreement shall terminate any responsibility under this Agreement.
- B. Other agreements for Emergency Assistance between any Parties are unaffected by this Agreement and remain in effect until separately terminated. When another agreement exists at the time a request for Emergency Assistance is made, the Borrower and Lender should be clear about the agreement under which the request is being made and by which the assistance costs will be paid.

XV. NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Parties or to impose any partnership obligation or liability upon any Party. Further, no Party shall be considered an agent of any other Party or otherwise have authority to bind any other Party.

XVI. NO THIRD PARTY BENEFICIARY

Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care in reference to any third party. This Agreement shall not confer any right or remedy upon any person other than the Parties. This Agreement shall not release or discharge any obligation or liability of any third party to any Party.

XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement, though other existing agreements of the Parties may take precedence over certain concepts outlined in this Agreement.

XVIII. SUCCESSORS AND ASSIGNS

This Agreement is not transferable or assignable, in whole or in part, and any Party may terminate its participation in this Agreement subject to Article X.

XIX. TORT CLAIMS

Notwithstanding anything to the contrary herein, this Agreement does not waive any tort claim protections or limitations provided under the Oregon Tort Claims Act or the Oregon Constitution or remove from any of the Parties any protection provided by applicable tort claims laws.

XX. WAIVER OF RIGHTS

Any waiver at any time by any Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, shall not constitute or be deemed a waiver.

XXI. ADHERENCE TO LAW

Each Party shall comply with all federal, state, and local laws and ordinances applicable to this Agreement.

XXII. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

**IGA FOR THE SHARING OF PERSONNEL WITHIN CLACKAMAS COUNTY WHEN
PERSONNEL ARE UNABLE TO GET TO THEIR NORMAL REPORTING LOCATION
SIGNATURE PAGE**

In Witness Whereof, the Public Entity _____ (Party) has caused this Agreement to be executed by its duly authorized representatives as of the date of their signatures below:

Signature of Officer	Date	Officer's Title
----------------------	------	-----------------

Signature of Counsel	Date	Counsel's Title
----------------------	------	-----------------

Name and title of primary Contact Representative: _____ Address: _____ _____ Phone: _____ Email: _____

Name and title of alternate Contact Representative: _____ Phone: _____ Email: _____
--

1. Mail the original signed **IGA Signature Page** (this page - actual hard copy page) to:
 (ININSERT NAME)
 (ININSERT NAME)
 (ININSERT ADDRESS)
 E-mail:
 Telephone:
2. Retain a second original signed **IGA Signature Page** for your records.

**CLACKAMAS
FIRE DISTRICT
#1
REPORT**



FIRE CHIEF'S REPORT

June 2023

Here for you

This month, Clackamas Fire District is sharing an incident that resulted in a life saved and kept the fire to the room of origin. It takes our entire team of dedicated individuals – including all our personnel (e.g., mechanics, administrative staff, training personnel, and firefighters) – to ensure we protect our communities and are ready to respond 24/7.

Structure Fire Rescue – On June 29th at 1:55 a.m., a task force, comprised of three engines, one truck, one heavy rescue, one rescue, and one battalion chief, was dispatched to the smell of smoke a two-story apartment building (located on Oatfield near Milwaukie city limits).

- Arriving 5 minutes 8 seconds after dispatch with nothing showing on the initial drive in, E303 noted fire through a downstairs apartment window as it approached the building.
- Within three minutes of arrival, E303 performed a size-up, set the engine for fire attack, forced the front door, and found a victim in the apartment. The victim was removed within 60 seconds and transferred to the second arriving engine for medical care.
- Within 8 minutes of the first unit arriving, the fire apartment and upstairs apartments were search and the fire was knocked down.
- Within 13 minutes of the first unit arriving, the adjacent apartments had been evacuated and the fire was declared under control.



June 14: Clackamas Fire District participated with the state mobilization in Umatilla County. Six counties sent 72 firefighters on 24 engines and 6 water tenders. A 35-person incident management team (from fire agencies across the state) also responded.

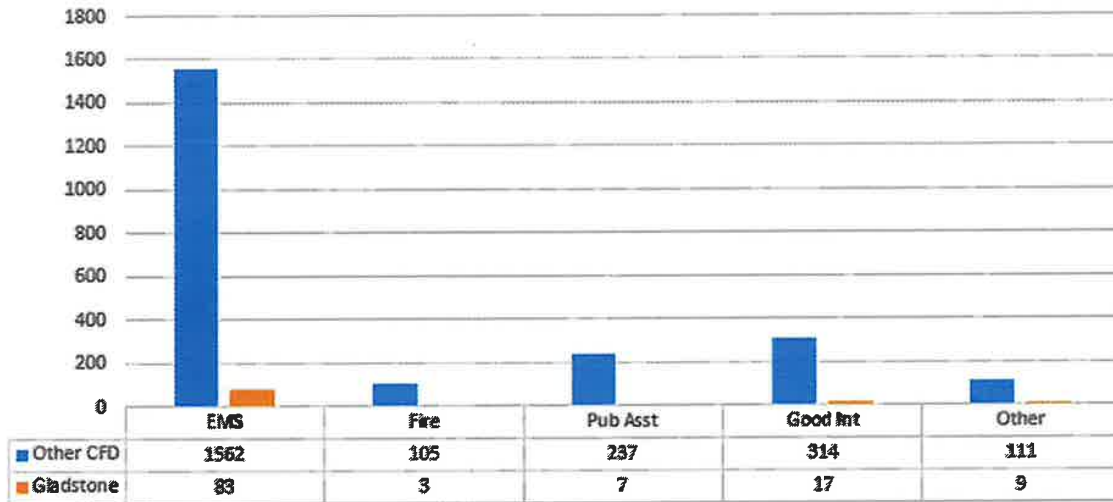


June 18: Third story apartment fire. Two individuals were transport for injuries after jumping to escape the fire.



June 27: Exterior hay bale fire at Oregon City Wilco. The fire was intentionally set. The warehouse sprinkler system kept the fire limited until the firefighters fully extinguished it.

**Gladstone Fire Report
June 2023
Total Incidents by Type**



119 Incidents within Gladstone
101 of which E322 responded to
229 total responses by E322
Why E322 didn't respond to incidents within Gladstone
Unknown: 5
Training: 5
On another incident in CFD: 4
On another incident in Gladstone: 2
Open House: 1
Swearing In Ceremony: 1

PRESENTATION

Cross Park Restoration Project



Gladstone City Council

Tuesday, July 11, 2023

Presenter: Eric Butler, Riparian Specialist, CRBC

Clackamas River Basin Council

Our mission: We foster partnerships for clean water and to improve fish and wildlife habitat and the quality of life for those who live, work and recreate in the watershed.



Project background



Gladstone Public Works:
storm water goals

+



Tigard Water District:
drinking water funding

Project background

Why CRBC chose Cross Park:

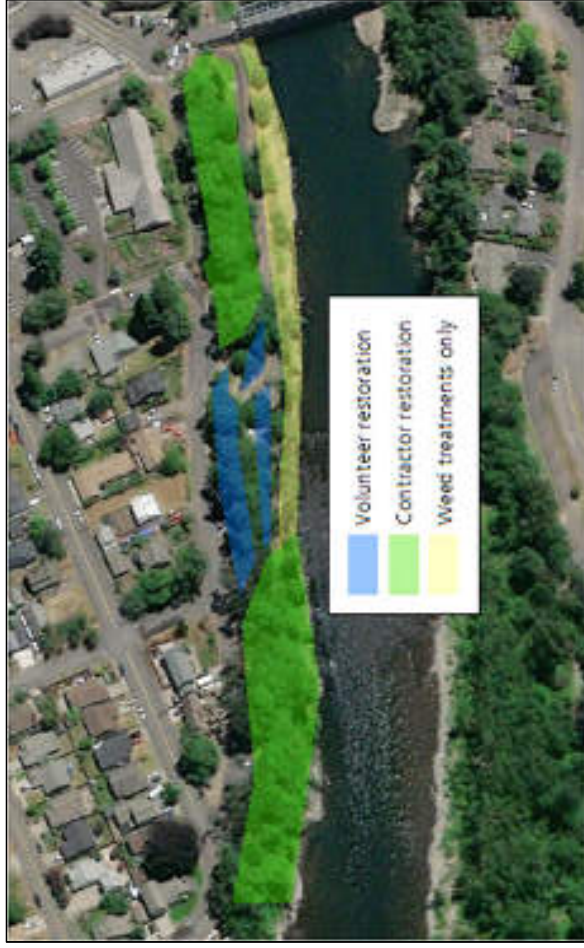
- Interest from the city
- Proximity to Portland Ave. water intake
- Public visibility and accessibility
- Chance to protect and enhance existing natural resources

Project vision

Riparian habitat restoration
(2.1 acres total)

Volunteer participation

Stash the Trash program



What we have done so far

April 2022: Student group weed pull

Summer 2022: Set up Stash the Trash bag stand

September 2022: Down the River Cleanup

October 2022: Volunteer weed pull (as seen on [Instagram](#))

October 2022, May 2023: Contractor spray treatments

January 2023: Contractor debris cleanup

February 2023: Contractor planting

March 2023: Volunteer planting party

Volunteers

Volunteers have pulled weeds and planted 530 native trees and shrubs in the middle of the park.

We've had great turnout from local residents and scout troops!



Next steps

Mulching plants and more weeding: volunteer event on Saturday,
August 5, 9-11 AM

Contractor maintenance for the next 3 years

Potential interpretive sign (as funding allows)

Thanks to our partners

Justin Poyser and everyone at Gladstone Public Works

Tigard Water District

We Love Clean Rivers and all the Stash the Trash sponsors

Ms. Walker/Ms. Wallace classes from Sabin-Schellenberg Professional Technical Center

Volunteers from the Gladstone community

Any questions?



**GLADSTONE
CITY
EVENT
ANNOUNCEMENTS**



REGULAR AGENDA

City of Gladstone Staff Report

Report Date: May 16, 2023
Meeting Date: May 23, 2023
To: Gladstone City Council
From: Jacque Betz, City Administrator

AGENDA ITEM

Consider approval of a new intergovernmental agreement with the City of Gladstone and Oak Lodge Water Services (OLWS) relating to water, wastewater, and storm water.

BACKGROUND

On May 23, 2023, the City Council held a work session to review a proposed new intergovernmental agreement with the City of Gladstone and Oak Lodge Water Services relating to water, wastewater, and storm water. Oak Lodge Water Services (OLWS) and Gladstone have adjacent and overlapping territorial boundaries. Within those boundaries, each entity operates a water and a wastewater collection system, and manages stormwater.

Territorial boundaries and utility systems have evolved over time, and OLWS and Gladstone have generally worked together to build their utility systems in an efficient manner throughout their combined territories. As a result, portions of Gladstone's water utility system serve customers located within OLWS's territorial jurisdiction, and portions of OLWS's water utility system serve customers located within Gladstone's territorial jurisdiction. The wastewater collection systems of each entity are interconnected, with the vast majority of wastewater in these areas flowing to OLWS's treatment plant (those areas not flowing to OLWS flow to WES). For stormwater, Gladstone has the primary responsibility for managing stormwater run-off from the rights-of-way it controls, whereas Clackamas County ("County") has the primary responsibility for managing stormwater run-off from the rights-of-way in OLWS's territory outside of Gladstone's boundary. However, OLWS helps the County manage some stormwater facilities, and portions of each stormwater system lie within the boundaries of the other entity.

As part of their efforts to develop and coordinate their utility systems, OLWS's predecessors and Gladstone have entered into at least six different intergovernmental agreements ("IGA"), originating from the 1970's, which themselves have been amended. Some of these agreements have broadly outlined each entity's roles and responsibilities, while others have addressed the provision of utility services to specific customers. However, it has become clear to the entities' professional staff that the previous IGAs no longer adequately capture the full relationship between the two entities. For many of the previous IGAs, the language is vague, leaving staff from both entities with many questions regarding the intent of those IGAs, or requiring lots of interpretation that may change over time.

The consolidation of the Oak Lodge Water District with the Oak Lodge Sanitary District, and now the conversion of that consolidated district to the Oak Lodge Water Services Authority, has created an opportunity for OLWS and Gladstone to revisit their relationship on a comprehensive basis. Staff and attorneys from each entity have been meeting periodically over the past several years to discuss the details of a new IGA that would combine many of the provisions of the previous IGA's into one place, update those provisions to match current business practices, and allow the entities to coordinate their utility systems on an even stronger basis going forward. Those efforts resulted in the IGA that is attached to this staff report.

Here are highlights of the agreement:

1. **Term.** We are proposing a 40-year term for this IGA. Given the lifespan of utility facilities, such a long term is common for utility agreements. Indeed, OLWS and Gladstone are still operating under an IGA that is already more than 50 years old. This length of time will allow the entities to engage in meaningful, long-term planning.
2. **Service Areas.**
 - a. Section 4.1 of the IGA establishes the “Water Service Area” of each entity. Under these provisions, a water customer is deemed to be the customer of the entity that owns the water main from which that service is provided.
 - b. Section 4.2 of the IGA establishes the “Wastewater Service Area” of each entity. Under these provisions, a wastewater customer is deemed to be the customer of the entity that owns the water main from which water service is provided to that same customer.
 - c. The production of wastewater is highly correlated to water usage. The approach in the IGA is intended, to the extent practicable, to have each customer receive water and wastewater service from the same provider. Combining these linked services on the same bill will provide customers with more clarity regarding their charges, and it will allow a single utility provider to engage with that customer for all water-related purposes.
 - d. The IGA, however, does contemplate that there may be exceptions where it is more efficient for a customer to receive different services from different providers. Staff from both entities have identified an initial list of four properties where such an exception is warranted. For these properties, OLWS is the water service provider, but Gladstone would remain the wastewater service provider. This is because these four properties are connected to a wastewater collection system that is owned and operated by Gladstone both upstream and downstream of these properties. Staff therefore did not think it made sense for OLWS to be responsible for a small portion of the collection system that is bound on both sides by Gladstone’s collection system.
 - e. Of note, for wastewater, the IGA does not govern any customers whose wastewater flows to WES, even if that customer is within both OLWS’s and Gladstone’s boundaries.
 - f. Section 4.3 of the IGA retains the current approach for stormwater, with Gladstone being responsible for the entire area within the City’s boundaries. OLWS will continue to coordinate with the County for all other areas in the OLWS boundary.
3. **Rights and Obligations to Customers.** Article 6 of the IGA clarifies that each entity has the sole right to provide a utility service and establish the rates for that service within the established Service Areas. With those rights come certain obligations, such as performing all tests and inspections and communicating with customers. A primary goal here is to establish a structure that allows each customer to know with certainty which entity is providing its utility services, but also to give OLWS and Gladstone certainty with regard to the areas where each is expected to provide a utility service.
4. **Permits and SDCs.** Article 7 of the IGA clarifies how OLWS and Gladstone will conduct various permitting activities. These range from OLWS’s use of Gladstone rights-of-way, including continued payment of Gladstone’s ROW Use Fee, to coordinating the review of private development as part of the land use process. Article 7 also clarifies each entity’s ability to assess System Development Charges (“SDCs”). This is especially important because some developers have been confused in the past when trying to determine which SDCs apply to a specific development and what the basis for those charges was.

5. **Gladstone as an OLWS Customer.** Because Gladstone does not have its own wastewater treatment facility, it contracts with OLWS (and WES) to provide that service. Gladstone and Oak Lodge also maintain multiple interties between their two water systems. Article 9 of the IGA consolidates these transactions from prior IGAs, and it more clearly sets forth the methodology used to calculate OLWS's charges to Gladstone for these purposes.

6. **Utility System Obligations.** Article 10 of the IGA re-establishes OLWS's and Gladstone's commitments to maintaining their utility systems. One area where this is most important relates to the wastewater systems, which are interconnected in various locations, both of which flow to OLWS's treatment plant. One of the pressures on OLWS's treatment plant is Inflow and Infiltration ("I&I"). OLWS has made meaningful gains in reducing I&I in its collection system. Gladstone has been supportive of that effort and, together, the entities recently performed an inspection of Gladstone's wastewater collection system. As a result of that inspection, Gladstone is agreeing to make more than \$707,525 in improvements through the end of 2027 that will further reduce I&I in the system. Gladstone will then conduct similar inspections every six years and identify further improvements that may be needed. Staff from both entities believe that the initial investment by Gladstone and the regular cadence of future inspections will create a much better system and, ultimately, extend the life and capacity of OLWS's treatment plant.

RECOMMENDATION

Staff recommends that the City Council approval of a new intergovernmental agreement with the City of Gladstone and Oak Lodge Water Services (OLWS) relating to water, wastewater, and storm water.

Department Head
Signature

Date

Jacqueline M. Betz 7/5/23
City Administrator
Signature Date

Attachments

- Exhibit 1. Oak Lodge's Territorial Area
- Exhibit 2. Gladstone's Territorial Area
- Exhibit 3. Location of water mains that are part of each party's water system
- Exhibit 4. Each party's service area for water service
- Exhibit 5. Each party's service area for wastewater service
- Exhibit 5.1 Exemptions to Exhibit 5 (stay in Gladstone Wastewater Service Area)
- Exhibit 6. Wastewater Improvement list for Gladstone's Wastewater System

**INTERGOVERNMENTAL AGREEMENT
BETWEEN OAK LODGE WATER SERVICES
AND
THE CITY OF GLADSTONE
RELATING TO THE PROVISION OF DOMESTIC WATER, WASTEWATER, AND
STORMWATER SERVICES**

This Intergovernmental Agreement (“**Agreement**”) is executed and entered into as of the date last signed (“**Effective Date**”) by and between the Oak Lodge Water Services Authority, an Oregon joint water and sanitary authority organized under ORS Chapter 450 (“**Oak Lodge**”), and the City of Gladstone, an Oregon municipal corporation (“**Gladstone**”), each referred to herein as a “**Party**” and collectively as the “**Parties**”.

RECITALS

- A. The Parties each own and operate a domestic water supply system and a wastewater collection system within their respective territorial jurisdictions. The Parties also each manage stormwater within their respective territorial jurisdictions.
- B. Portions of Gladstone’s water utility system serve customers located within Oak Lodge’s territorial jurisdiction. Portions of Oak Lodge’s water utility system serve customers located within Gladstone’s territorial jurisdiction.
- C. Portions of the Parties’ wastewater collection systems are interconnected. Wastewater from both Parties’ wastewater collection systems flows to Oak Lodge’s wastewater treatment plant where Oak Lodge treats the wastewater.
- D. Gladstone has the primary responsibility for managing stormwater run-off from the right-of-way it controls within its territorial jurisdiction. This management includes ownership, operation, and maintenance of stormwater facilities.
- E. Clackamas County (“**County**”) has the primary responsibility for managing stormwater run-off from the right-of-way the County owns within the County’s territorial jurisdiction, which includes areas outside of Gladstone’s territorial jurisdiction but inside Oak Lodge’s territorial jurisdiction. Oak Lodge also regulates aspects of stormwater as part of its obligations under the Federal Clean Water Act, which it implements through its Watershed Protection Services. By agreement with the County, Oak Lodge provides regular maintenance of portions of the County’s stormwater management system within Oak

Lodge's territorial jurisdiction, but Oak Lodge does not own or operate those stormwater facilities.

- F. ORS 190.010 authorizes Oak Lodge and Gladstone to enter into intergovernmental agreements for the performance of any or all functions and activities each has authority to perform.
- G. Gladstone and Oak Lodge's predecessors, Oak Lodge Sanitary District and Oak Lodge Sanitary District No. 2, executed that certain Interim Agreement, dated September 14, 1971, setting forth the parties' rights and obligations for the interconnection of their wastewater collection systems ("1971 Sewer IGA"); which agreement the parties later refined through that certain Sanitary Sewer Treatment Agreement, dated January 15, 2019, as amended ("2019 Sewer IGA").
- H. Gladstone and Oak Lodge's predecessor, Oak Lodge Sanitary District, executed that certain Intergovernmental Cooperation Agreement, dated January 29, 1990 ("1990 Sewer IGA"), whereby Gladstone delegated and consented to providing Oak Lodge with the legal authority and responsibility for performance of technical and administrative activities necessary for implementation of a pretreatment program within portions of Gladstone.
- I. In 1990, Gladstone and Oak Lodge's predecessor, Oak Lodge Water District, executed an Intergovernmental Cooperation Agreement ("1990 Water IGA") establishing the parties' rights and obligations for the interconnection of their water systems; which agreement the parties later refined through that certain Intergovernmental Cooperative Agreement, dated May 22, 2007 ("2007 Water IGA").
- J. Gladstone and Oak Lodge's predecessor, Oak Lodge Water District, executed that certain Water Services Agreement, dated November 14, 1994 ("1994 Water IGA"), establishing the Parties' agreement to serve certain properties within each Party's territorial jurisdiction.
- K. The Parties desire to build on their history of regional cooperation to ensure a cost-effective provision of reliable utility services to present and future customers, while preserving beneficial opportunities for the sustainable development of each Party's utility systems.

Based on the foregoing, the Parties agree as follows:

AGREEMENT

Article 1. Definitions

- 1.1. **Effective Date:** The date this Agreement becomes effective, as set forth in the Preamble.

- 1.2. **Equivalent Dwelling Unit (“EDU”):** A unit of measurement used to quantify a customer’s use of a Utility Service based on volume or capacity attributable to that customer as defined by the Party providing the Utility Service.
- 1.3. **Event of Default:** The failure of a Party to keep, perform, or observe any promise, covenant or agreement set forth in this Agreement and which entitles the other Party to a remedy as set forth in Article 12.
- 1.4. **Force Majeure Event:** An event defined in Section 13.12.1.
- 1.5. **Initial Wastewater Improvement List:** The list of capital improvement projects the Parties developed that will replace or repair certain portions of Gladstone’s Wastewater System as set forth in Section 10.3.1.
- 1.6. **Initial Wastewater System Inspection:** The inspection the Parties performed and on which the Initial Wastewater Improvement List is based as set forth in Section 10.3.1.
- 1.7. **Intertie:** A point of connection between the Parties’ Water Systems as identified in Section 9.1.
- 1.8. **Service Area:** The geographic area in which that Party actually provides a Utility Service whether now or in the future as set forth in this Agreement. Each Service Area may be described generically as a Service Area or specifically as a Water Service Area, Wastewater Service Area, or Stormwater Service Area.
- 1.9. **Stormwater Service:** The development, operation, or maintenance of stormwater facilities necessary to manage stormwater consistent with state and federal permits including, but not limited to, rate setting, system development charge policies and procedures, and account administration.
- 1.10. **Stormwater System:** A system of catch basins, ditches, and other facilities a Party uses to manage stormwater in furtherance of providing Stormwater Service.
- 1.11. **Term:** The period of time this Agreement is in effect, which period is defined in Section 2.1.
- 1.12. **Termination Date:** The earlier of the last day of the Term as set forth in Section 2.1 and the date of termination provided in a Termination Notice.
- 1.13. **Termination Notice:** A notice provided by a Party indicating its decision to terminate this Agreement as set forth in Section 2.3.
- 1.14. **Territorial Area:** The entire area within a Party’s municipal boundaries in which it is authorized to provide a Utility Service or implement a regulation, whether or not a Utility Service is currently being provided or a regulation has been imposed. Each Party’s Territorial Area as of the Effective Date is as set forth in Article 3.
- 1.15. **Utility Service:** Refers to either Water Service, Wastewater Service, Stormwater Service, or any combination of those services a Party provides or is capable of providing.
- 1.16. **Utility System:** Refers to a Party’s Wastewater System, Stormwater System, Water System, or any combination thereof.
- 1.17. **Wastewater Improvement List:** The list of potential capital improvement projects the Parties develop after a Wastewater System Inspection that will

replace or repair certain portions of Gladstone's Wastewater System as set forth in Section 10.3.2.

- 1.18. **Wastewater Service:** The development, operation, and maintenance of wastewater collection facilities necessary to serve retail or wholesale customers including, but not limited to, collection pipes, pumps, rate setting, system development charge policies and procedures, and account administration.
- 1.19. **Wastewater System:** The physical facilities a Party uses for wastewater collection and conveyance in the furtherance of providing Wastewater Service.
- 1.20. **Wastewater System Inspection:** The periodic inspection of Gladstone's Wastewater System as set forth in Section 10.3.2.
- 1.21. **Water Service:** The development, operation, and maintenance of water system facilities necessary for a Party to serve retail or wholesale customers including, but not limited to, water supply, storage, fire flow, rate setting, system development charge policies and procedures, and account administration.
- 1.22. **Water System:** The physical facilities a Party uses for the provision to the public of piped water for human consumption in furtherance of providing Water Service.

Article 2. Term and Termination

- 2.1. This Agreement's term commences upon the Effective Date and continues to June 30, 2063 ("**Term**"), unless extended or terminated earlier by mutual consent of the Parties.
- 2.2. The Parties may terminate this Agreement at any time by mutual, written agreement.
- 2.3. Either Party may terminate this Agreement by providing notice ("**Termination Notice**"), in writing, to the other Party stating the date of termination ("**Termination Date**").
 - 2.3.1. The Termination Date shall be June 30th of the year of termination, and no sooner than ten (10) years from the date of the Termination Notice.
 - 2.3.2. If a Party provides a Termination Notice pursuant to Section 2.3, that Party may not withdraw the Termination Notice without the consent of the non-terminating Party.
- 2.4. Effect of Termination. Upon the Termination Date of this Agreement, each Party shall continue to serve the then-current Service Area for each Utility. Except for Sections 6.1, 6.2, 6.3, and 10.1, which shall survive termination of this Agreement, all other obligations and commitments pursuant to this Agreement shall cease.

Article 3. Territorial Areas

- 3.1. The Parties agree that the figure attached as Exhibit 1 accurately depicts Oak Lodge’s Territorial Area as of the Effective Date.
- 3.2. The Parties agree that the figure attached as Exhibit 2 accurately depicts Gladstone’s Territorial Area as of the Effective Date.
- 3.3. Each Party shall give the other Party notice of any changes to its Territorial Area within thirty (30) days of the date the change becomes effective.

Article 4. Service Areas and Service

4.1. Water Service

- 4.1.1. The Parties agree that the figure(s) attached as Exhibit 3 accurately depict(s) the location of the water mains that are part of each Party’s Water System in the area where the Parties’ Territorial Areas overlap.
- 4.1.2. A water customer shall be deemed to be the customer of the Party that owns the water main from which that customer receives water, regardless of the customer’s location with respect to that Party’s Territorial Area.
- 4.1.3. Oak Lodge’s Water Service Area shall be deemed to include only the area that consists of all customers identified in 4.1.2 connected to an Oak Lodge water main.
- 4.1.4. Gladstone’s Water Service Area shall be deemed to include only the area that consists of all customers identified in 4.1.2 connected to a Gladstone water main.
- 4.1.5. The Parties agree that the figure(s) attached as Exhibit 4 accurately depict(s) each Party’s Service Area for Water Service as contemplated by Section 4.1.3 and Section 4.1.4.
- 4.1.6. Nothing in this Agreement shall prevent the Parties from determining that a customer or set of customers in one Party’s Water Service Area may be more efficiently served by a connection to the other Party’s Water System. In such event, the Parties shall make that determination through a written agreement, which shall serve to modify each Party’s Water Service Area accordingly. The Parties shall maintain an updated list that identifies the address of each customer in each of the Party’s Water Service Areas.

4.2. **Wastewater Service**

4.2.1. The Parties agree to establish each Party's Wastewater Service Area as follows:

4.2.1.1. Oak Lodge's Wastewater Service Area shall consist of:

4.2.1.1.1. All areas within Oak Lodge's Territorial Area, except those areas described in Section 4.2.1.2.2 and 4.2.1.4; and

4.2.1.1.2. Those areas within Gladstone's Territorial Area which are connected to Oak Lodge's Water System, or which the Parties have agreed to make part of Oak Lodge's Wastewater Service Area, as identified on Exhibit 5.

4.2.1.2. Gladstone's Wastewater Service Area shall consist of:

4.2.1.2.1. Those areas within Gladstone's Territorial Area that are not within Oak Lodge's Wastewater Service Area as described in Section 4.2.1.1 and that are not within the area described in Section 4.2.1.4; and

4.2.1.2.2. Those areas within Oak Lodge's Territorial Area which are connected to Gladstone's Water System, or which the Parties have agreed to make part of Gladstone's Wastewater Service Area, as identified on Exhibit 5. Pursuant to the foregoing, Exhibit 5 includes four properties, listed in the table in Exhibit 5.1, as part of Gladstone's Wastewater Service Area that are connected to Oak Lodge's Water System.

4.2.1.3. The Parties agree that the figure(s) attached as Exhibit 5 accurately depict(s) each Party's Service Area for Wastewater Service as set forth in Section 4.2.1.1 and Section 4.2.1.2.

4.2.1.4. Those areas within the Clackamas Water Environmental Services (WES) jurisdictional boundaries and served by WES facilities shall not be considered within either Party's Wastewater Service Area for purposes of this Agreement. Notwithstanding anything to the contrary in this Agreement, customers subject to this provision shall remain WES customers.

4.2.2. Nothing in this Agreement shall prevent the Parties from determining that a customer or set of customers in one Party's Wastewater Service Area may be

more efficiently served by a connection to the other Party's Wastewater System. In such event, the Parties shall make that determination through a written agreement, which shall serve to modify each Party's Wastewater Service Area accordingly. The Parties shall maintain an updated list that identifies the address of each customer in each Party's Wastewater Service Area.

- 4.2.3. In the event a customer receives Wastewater Service from one Party that uses Wastewater facilities (e.g. a lateral or main) owned by the other Party, the Party providing the service is hereby authorized, after providing reasonable notice to the other Party and at its own expense, to modify, repair, or replace the Wastewater facilities owned by the other Party to the extent necessary to provide adequate Wastewater Service to that customer.

4.3. **Stormwater Service**

- 4.3.1. For purposes of this Agreement, Oak Lodge shall not be deemed to have a Stormwater Service Area, but will continue to operate under an agreement with the County to maintain stormwater facilities that are not within Gladstone's Stormwater Service Area.
- 4.3.2. Except as provided in Section 4.3.3, Gladstone's Stormwater Service Area shall consist of the entire area within Gladstone's Territorial Area.
- 4.3.3. Notwithstanding Section 4.3.2, any property or area draining to Gladstone's Stormwater System through a catch basin or ditch that originates outside Gladstone's Territorial Area and within Oak Lodge's Territorial Area shall not be considered part of Gladstone's Stormwater Service Area for purposes of this Agreement.

Article 5. Annexation

- 5.1. This Agreement shall have no effect on either Party's authority to annex territory to that Party's Territorial Area.
- 5.2. In the event Gladstone annexes territory in Oak Lodge's Territorial Area, Gladstone shall provide notice as required by Section 3.3 and the area being annexed shall be added to Gladstone's Stormwater Service Area, subject to the exceptions in 4.3.3.

Article 6. Service Area Rights and Obligations

- 6.1. Within each Party's Service Area, that Party shall have the sole right and obligation to operate, maintain, repair and enhance its Utility System(s), including setting rates for use of its Utility Systems.
- 6.2. Each Party shall own all meters that are part of its Utility System(s). As such, each Party shall have responsibility for testing and maintaining those meters consistent with prudent utility practices.
- 6.3. Only the Party providing a Utility Service shall bill the customers receiving the Utility Service.
- 6.4. Except as provided in Section 6.5 and Section 8.4, each Party shall have the sole right and obligation to communicate with all customers in its Service Areas regarding its Utility Service.
- 6.5. Emergency Communications. The Parties shall develop a protocol for responding to emergency calls regarding facilities in the other Party's Service Area or part of the other Party's Utility System.

Article 7. Permitting and System Development Charges

- 7.1. Permitting.
 - 7.1.1. If Oak Lodge requires a permit from Gladstone for development within Gladstone's Territorial Area, Oak Lodge shall apply for and pay for the permit at the rate documented in Gladstone's then-applicable rate schedule.
 - 7.1.2. Oak Lodge acknowledges that portions of its Utility Systems are currently subject to a Gladstone "ROW Use Fee".
 - 7.1.2.1. Oak Lodge agrees that any portion of its Water System or Wastewater System governed by this Agreement shall be subject to Gladstone's current ROW Use Fee.
 - 7.1.2.2. Gladstone agrees that Oak Lodge may collect revenue from any or all customers within its Service Areas to generate sufficient funds to pay the ROW Use Fee, including by passing through any ROW Use Fee to Oak Lodge customers.
 - 7.1.3. Except as provided in this Agreement, Oak Lodge shall not be required to obtain any other consent to occupy Gladstone rights-of-way or to pay any other charges for the development, maintenance, and operation of its Utility Systems within Gladstone's Territorial Area.

- 7.1.4. Gladstone shall notify Oak Lodge of any application for a development permit within Gladstone's Territorial Area that is also within an Oak Lodge Service Area and allow Oak Lodge to determine if the applicable Utility Service can be provided to the proposed development.
- 7.1.5. If Oak Lodge receives notice from Clackamas County of any application for a development permit within Oak Lodge's Territorial Area that is also within a Gladstone Service Area, Oak Lodge will immediately forward that notice to Gladstone for comment to the County.
- 7.2. System Development Charges. Each Party shall have the sole right and obligation to determine the amount of a System Development Charge it will charge within its applicable Service Area, and the Parties agree to take all actions necessary to ensure their respective ordinances and regulations allow for the imposition and collection of System Development Charges within their Service Areas.
 - 7.2.1. The Parties agree that water System Development Charges may be assessed on a property only by the Party whose Service Area for Water Service includes that property.
 - 7.2.2. The Parties agree that wastewater System Development Charges may be assessed on a property only by the Party whose Service Area for Wastewater Service includes that property.
 - 7.2.3. The Parties agree that stormwater System Development Charges may be assessed on a property only by Gladstone in Gladstone's Stormwater Service Area and only by Oak Lodge outside of Gladstone's Stormwater Service Area.

Article 8. Implementation and Coordination

- 8.1. Gladstone designates its Public Works Director as its primary point of contact for all communications with Oak Lodge regarding the subject matter herein.
- 8.2. Oak Lodge designates its District Engineer as the primary point of contact for all communications with Gladstone regarding the subject matter herein.
- 8.3. At any time, the Parties may mutually agree in writing to modify the Service Areas for a Utility Service.
- 8.4. Prior to one Party providing a Utility Service in a portion of a Service Area where it does not provide that Utility Service as of the Effective Date, the Parties will coordinate on communications to customers in that area to inform the customers of the change in service provider.
- 8.5. The Parties will develop a specific plan with respect to operation, maintenance, metering and billing for emergency interties or repairs.

Article 9. Gladstone as Oak Lodge Customer

9.1. Distinct from Utility Services the Parties provide to the public, the Parties maintain three separate connections between their Water Systems at the following locations (each an “**Intertie**” and collectively “**Interties**”):

- 17802 Oatfield Rd, Gladstone, OR 97027 (currently 6-inch meter)
- 5210 Rinearson Rd, Gladstone, OR 97027 (currently 6-inch meter)
- 16711 SE Valley View Rd, Gladstone, OR 97027 (currently 10-inch meter)

As part of the Interties, Gladstone uses an Oak Lodge 24-inch water transmission line and a 27-inch water transmission line to obtain water in emergency conditions and to build hydraulic head from Valley View to back feed part of Gladstone’s Water System.

9.1.1. The Parties agree to continue providing water through the Interties during emergency conditions.

9.1.1.1. An emergency condition is considered to be an occurrence created by a physical failure of facilities (including failure of water supply transmission pipelines), fire suppression activities, or premeditated shutdown of water supply facilities when such conditions result in insufficient water supply to water customers of either Party that would threaten the health or safety of those customers.

9.1.1.2. The Party supplying water during an emergency condition shall endeavor to supply the maximum quantity of water to the other Party and take all reasonable actions necessary to accomplish the same so long as such actions are consistent with minimum standards for the operation of its own Water System.

9.1.1.3. The Parties acknowledge that current system pressures only allow for water to flow from Oak Lodge’s Water System to Gladstone’s Water System. However, with modifications, water could flow into either Water System.

9.1.2. Oak Lodge agrees to continue providing water to Gladstone’s Water System from the Interties to meet an on-demand condition. An on-demand condition is considered to be an occurrence which results in a decrease in the water pressure normally present on Gladstone’s Water System. Such decrease in pressure below a predetermined level will result in the utilization of a pressure regulating facility, through which Oak Lodge water will flow, augmenting Gladstone’s water supply. Gladstone shall provide Oak Lodge with reasonable notice prior to taking water from the Interties during an on-demand condition.

9.1.3. Oak Lodge shall own the meters that measure water volumes passing through each Intertie.

- 9.1.3.1. Oak Lodge shall be responsible for testing and maintaining all meters associated with transmitting water between Oak Lodge's Water System to Gladstone's Water System.
- 9.1.3.2. In the event it is determined that a metering error has occurred, any charge for transmitting water between Gladstone's Water System and Oak Lodge's Water System will be trued up (either a surcharge or refund, as appropriate) with the next payment as applicable.
- 9.1.4. In the event it becomes necessary for the Parties to replace, modify, or upgrade the Intertie facilities, the Parties will negotiate in good faith to determine a method to share the costs for such activities.
- 9.1.5. Each Party agrees to pay, on a monthly basis, for any water provided by the other Party through the Interties. The rate for any such water shall be:
 - 9.1.5.1. If charged to Oak Lodge by Gladstone, (1) the then-applicable wholesale rate charged by the North Clackamas County Water Commission ("NCCWC") per 100 cubic feet and (2) an additional charge of \$0.05 per 100 cubic feet;
 - 9.1.5.2. If charged to Gladstone by Oak Lodge, (1) the then-applicable wholesale rate charged by NCCWC per 100 cubic feet; (2) an additional charge of \$0.05 per 100 cubic feet for water provided through the Interties at Oatfield Road and Rinearson Road, and \$0.15 for water provided through the Intertie at Valley View Road; and (3) fifty percent (50%) of Oak Lodge's then-current base charge applicable to the meter size at each Intertie.
- 9.2. Waste from Gladstone's Wastewater System flows to, and is treated by, Oak Lodge's wastewater treatment plant.
 - 9.2.1. Gladstone shall pay Oak Lodge a bi-monthly service fee for waste water treatment plant services based on Oak Lodge's then-applicable rates on the basis of Equivalent Dwelling Units or similar methodology ("EDU"), which will be determined as follows:
 - 9.2.1.1. Oak Lodge will calculate a proposed wastewater rate per EDU for a fiscal year and provide notice to Gladstone of the proposed rate by March 15th immediately preceding the fiscal year.
 - 9.2.1.2. Oak Lodge will notify Gladstone of the rate proposed by its Budget Committee by April 30th immediately prior to start of the new fiscal year.
 - 9.2.1.3. Oak Lodge will notify Gladstone of the final rate proposed by Oak Lodge's Board upon adoption of that rate.
 - 9.2.1.4. To determine the appropriate charges to Gladstone, Gladstone will provide

to Oak Lodge no later than May 15th of each year a report confirming the number of EDUs in Gladstone's Wastewater Service Area connected to Oak Lodge's Wastewater System and the winter water usage (October to March) for each service address associated with those EDUs. Oak Lodge will use that information to determine the specific charge applicable to Gladstone for all EDU's. Oak Lodge will bill Gladstone bi-monthly based on the final rate set forth in Section 9.2.1.3 as applied to the total number of EDUs reported by Gladstone.

9.2.2. Oak Lodge will also continue to have a "Connection Fee" or "Hook-up Fee" for any new connections in Gladstone's Wastewater Service Area that are connected to Oak Lodge's Wastewater System. The fee or charge will be equivalent to Oak Lodge's then-current SDC.

9.2.2.1. The Parties acknowledge that the City will pass the charges set forth in Section 9.2.2 through to the specific customers in the City whose use of the Gladstone Wastewater System results in the charges.

9.2.2.2. Gladstone will remit the charges set forth in Section 9.2.2 to Oak Lodge prior to allowing any new connections that flow to Oak Lodge's Wastewater System.

Article 10. Utility System Obligations

10.1. For each of its Utility Systems, each Party shall be solely responsible for the following:

10.1.1. Issuing all permits, and collecting any associated fees, required for any connection to the Party's Utility System.

10.1.2. Performing locates, inspections, or repairs necessary to keep the Party's Utility System in good working condition consistent with prudent utility practices.

10.1.3. Performing all billing and collection activities for customers taking service from the Party's Utility System.

10.1.4. Communicating with customers and resolving any customer disputes.

10.1.5. Enforcing all rules and regulations applicable to the Party's Utility System.

10.2. With respect to Wastewater Service:

10.2.1. Gladstone agrees to adhere to Oak Lodge's Rules and Regulations governing connections to Oak Lodge's Wastewater System for any property owned or controlled by Gladstone.

10.3. Inspections and Repair

10.3.1. Initial Inspection

- 10.3.1.1. On March 11, 2021, the Parties concluded an inspection, using a Pipeline Assessment Certification Program (PACP) Standard rating practice, on all pipes in Gladstone's Wastewater Service Area ("**Initial Wastewater System Inspection**").
- 10.3.1.2. The purpose of the Initial Wastewater System Inspection was to identify priority repairs or replacements for Gladstone's Wastewater System. Following the Initial Wastewater Inspection, the Parties prepared a list of all facilities on Gladstone's Wastewater System that received a "4" or a "5" rating using the PACP Standard ("**Initial Wastewater Improvement List**", Exhibit 6).
- 10.3.1.3. Gladstone shall repair or replace all facilities on the Initial Wastewater Improvement List no later than December 31, 2027.

10.3.2. Subsequent Inspections and Repairs

- 10.3.2.1. No later than March 2027, and then at least every 6 years thereafter, Gladstone shall inspect, using a PACP Standard rating practice, all pipes in its Wastewater Service Area ("**Wastewater System Inspection**") and provide records of these inspections to Oak Lodge. The inspection shall not include any areas encompassing a then-active CIP project.
- 10.3.2.2. Unless otherwise agreed to by the Parties, Gladstone shall conduct the Wastewater System Inspection.
- 10.3.2.3. In the event Gladstone determines it does not have the resources to conduct a Wastewater System Inspection, Oak Lodge shall conduct the Wastewater System Inspection, provided Gladstone notifies Oak Lodge of its inability to conduct the inspection no later than the July 1st preceding the applicable March inspection deadline under Section 10.3.2.1. If Oak Lodge conducts the inspection, Gladstone shall reimburse Oak Lodge for the actual inspection costs.
- 10.3.2.4. The purpose of the Wastewater System Inspection is to identify priority repairs or replacements for Gladstone's Wastewater System. Following each Wastewater Inspection, the Parties will prepare a list of all facilities on Gladstone's Wastewater System that receive a "4" or a "5" rating using the PACP Standard ("**Wastewater Improvement List**").

10.3.2.5. As Gladstone’s budget and other obligations allow, Gladstone shall prioritize repairing or replacing facilities on the Wastewater Improvement List prior to the conclusion of the next Wastewater System Inspection.

10.4. Gladstone shall notify Oak Lodge of any proposed new connections or changes in use to properties in Gladstone’s Wastewater Service Area so that Oak Lodge can determine if pretreatment services are required. In the event pretreatment services are required, Gladstone shall ensure all applicable requirements of the Oregon Department of Environmental Quality are satisfied before allowing the new connection or change in use.

Article 11. Dispute Resolution

11.1. In the event of a dispute concerning the performance of duties under this Agreement, the Parties will make a reasonable effort to reach an informal resolution of the dispute that is fair and equitable to both.

11.2. If the Parties are unable to resolve a dispute informally, despite reasonable efforts, the Parties shall endeavor to settle the dispute by a mediation administered by a mediator chosen by the Parties. If any aspect of the dispute is not settled through mediation, the Parties shall be entitled to pursue any legal proceeding.

11.3. Each party is responsible for its own attorney fees and expert fees. Each Party shall pay half of the costs arising out of and relating to retaining the services of a mediator.

Article 12. Default/Remedies/Limits of Liability

12.1. Events of Default. There is an event of default (“**Event of Default**”) if a Party fails to keep, perform, or observe any promise, covenant or agreement set forth in this Agreement.

12.2. Notice and Opportunity to Cure. Upon an Event of Default, the non-defaulting Party may cancel and terminate this Agreement upon giving 30 days’ advance written notice to the defaulting Party of the intention to terminate, at the end of which time this Agreement shall terminate, unless the Event of Default, which must have been stated in the notice, has been cured within such 30 days. If the defaulting Party cannot reasonably cure any alleged default within 30 days, such cure period shall be extended for such further period as the defaulting Party reasonably requires, provided that during such extended period the defaulting Party endeavors to cure such alleged default diligently and with reasonable continuity.

12.3. Remedies. If an Event of Default occurs and is continuing or is not timely cured, the non-defaulting Party may pursue any and all remedies available at law or in equity.

Article 13. Miscellaneous

13.1. North Clackamas County Water Commission. No provision in this Agreement

affects the Parties' participation in the North Clackamas County Water Commission, and this Agreement shall be construed so as not to contravene any obligation of the Parties with respect to their participation in that commission.

- 13.2. Compliance with Laws. Each Party shall comply with all federal, state, and local laws applicable to its operations and obligations under this Agreement.
- 13.3. Good Faith and Fair Dealing. The performances required by the provisions of this Agreement shall be undertaken in good faith, with each Party dealing fairly with the other.
- 13.4. Further Assurances. At any time and from time to time after the Effective Date, the Parties shall cooperate with each other to execute and deliver any other documents, instruments of transfer or assignment, files, books and records, and do all further acts and things as may reasonably be required to carry out the intent of the Parties under this Agreement.
- 13.5. Applicable Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws, rules, or doctrines. A Party shall file any lawsuit regarding the interpretation or enforcement of this Agreement in the Circuit Court for Clackamas County.
- 13.6. Non Waiver. Failure by either Party to enforce a provision of the Agreement shall not constitute a continuing waiver, shall not constitute a relinquishment of the Party's right to performance in the future, and shall not operate as a waiver of the Party's right to enforce any other provision of the Agreement.
- 13.7. Assignment and Delegation. A Party shall not assign, sell, subcontract, dispose of or transfer rights or delegate its duties under the Agreement, either in whole or in part, without the other Party's prior written consent. Notwithstanding the foregoing, the rights under the Agreement may be assigned or transferred by operation of law, change of control, or merger of one Party with another public entity without the prior written consent of the non-assigning, non-transferring Party.
- 13.8. Binding Effect. All covenants, conditions, and terms of this Agreement shall extend to and be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto, if any.
- 13.9. Merger. This Agreement, including any attached exhibits, constitutes the entire and integrated agreement between the Parties and supersedes all prior contracts, negotiations, representations or agreements, either written or oral. All prior and contemporaneous agreements between the Parties on the matters contained in the Agreement are expressly merged and superseded by the Agreement. Such prior agreements include the 1971 Sewer IGA, the 1990 Sewer IGA, the 1990 Water IGA, the 1994 Water IGA, the 2007 Water IGA, and the 2019 Sewer IGA, including all amendments related thereto.

- 13.10. Severability. If any term or provision, or portions of any term or provision, is determined to be illegal, invalid, void, or unenforceable, the remaining terms and provisions of the Agreement shall remain in full force if the essential terms and conditions of the Agreement for each Party remain valid, binding, and enforceable.
- 13.11. Notice. Any notice required or permitted under this Agreement shall be made in writing and shall be (i) delivered in person or (ii) sent by certified mail, return receipt requested, deposited in a United States Post Office with postage charges prepaid. The date on which notice is deemed complete is upon delivery if delivered in person or, if sent by mail, upon five days after mailing. Notice must be delivered to:

If to Oak Lodge:	If to Gladstone:
Oak Lodge Water Services Attn: General Manager 14996 SE River Road Oak Grove, OR 97267	City of Gladstone Attn: City Administrator 18505 Portland Avenue Gladstone, OR 97027

- 13.12. Force Majeure.
- 13.12.1. Force Majeure Event Defined. Neither Party shall be held responsible for delay or default caused by war, insurrection, acts of terrorism, strikes, lockouts, labor disputes, riots, terrorist acts or other acts of political sabotage, volcanoes, floods, earthquakes, fires, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priorities, severe weather, or any other uncontrollable or unforeseeable act or circumstance beyond a Party’s reasonable control and without fault or negligence of the Party (“**Force Majeure Event**”).
- 13.12.2. Reasonable Efforts to Remove or Eliminate Force Majeure Event. A Party affected by the Force Majeure Event shall make all reasonable efforts to remove or eliminate the cause of the Force Majeure Event and shall diligently pursue performance of its obligations under the Agreement after the Force Majeure Event ceases.
- 13.12.3. Written Notice; Effect of Delay. If there is a delay as a result of a Force Majeure Event, the Party delayed shall give written notice of the delay and the reason of the delay to the non-delayed Party within thirty days after the Party delayed learns of the Force Majeure Event. The Party delayed may request an extension of time up to the length of time of the delay due to a Force Majeure Event.
- 13.13. Amendment. Unless expressly provided in this Agreement, no provision of this Agreement may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the Party against which the enforcement of

such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such writing.

- 13.14. Counterparts. This Agreement may be executed in one or more counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, that all of which shall together constitute one and same instrument. Each copy of the Contract so executed shall constitute an original. The exchange of signed copies of the Contract by electronic mail in Portable Document Format, or its equivalent, shall constitute effective execution and delivery of the Contract. Signatures on the pages sent through electronic mail shall be deemed to be their original signatures for all purposes.
- 13.15. Captions. The captions and headings in this Agreement are for convenience of reference only and have no legal force or effect. Such captions and headings shall not be considered a part of this Agreement for purposes of interpreting, construing or applying this Agreement and will not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms and conditions.
- 13.16. No Third-Party Beneficiaries. Oak Lodge and Gladstone are the only parties to the Agreement and are the only parties entitled to enforce its terms. Nothing in the Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, either directly, indirectly, or otherwise, to third parties unless such third parties are identified by name in the Agreement and expressly described in the Agreement as intended beneficiaries.

**OAK LODGE WATER SERVICES
AUTHORITY**

CITY OF GLADSTONE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 1

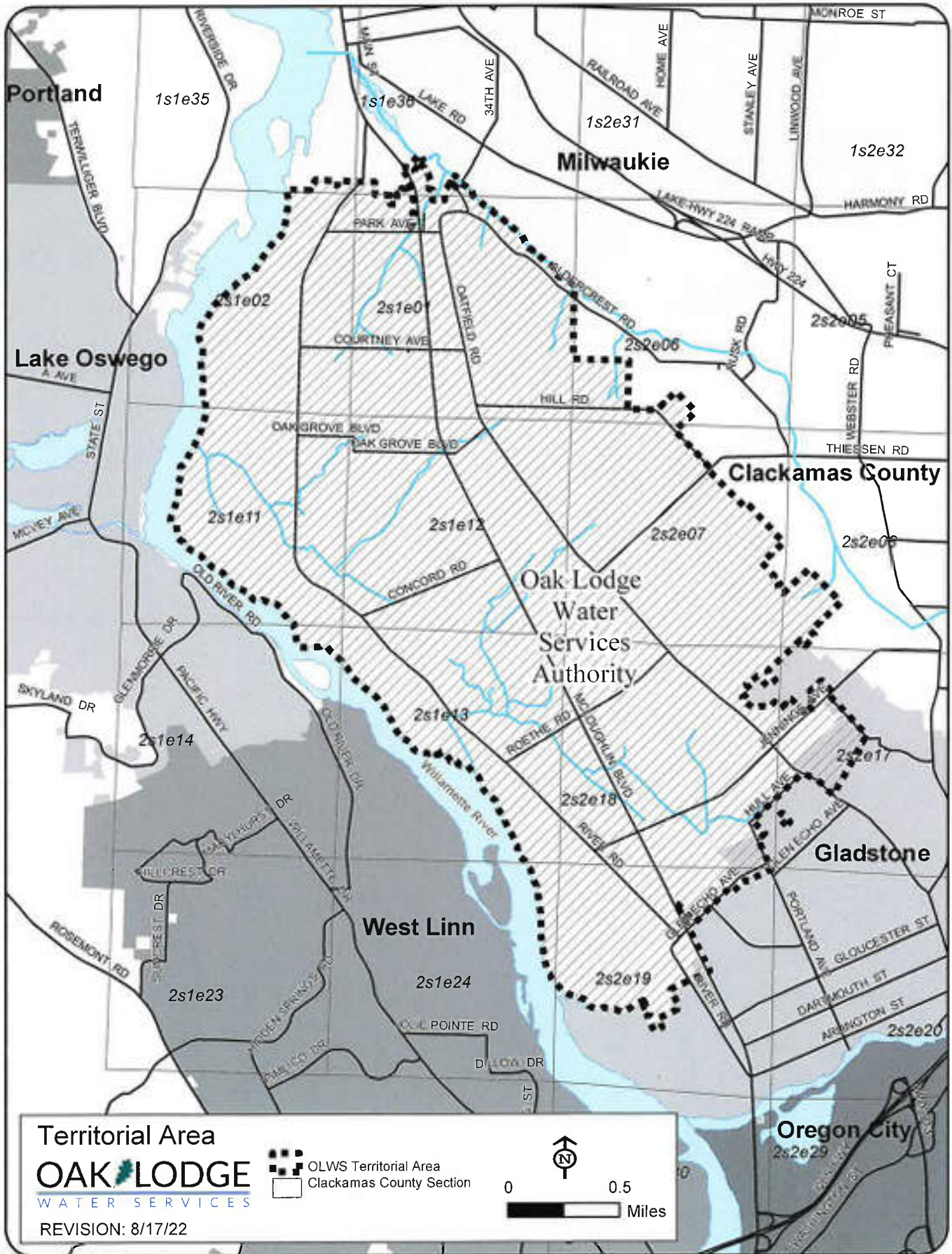


EXHIBIT 2



Legend

 Territorial Area

Notes

Overview Map



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

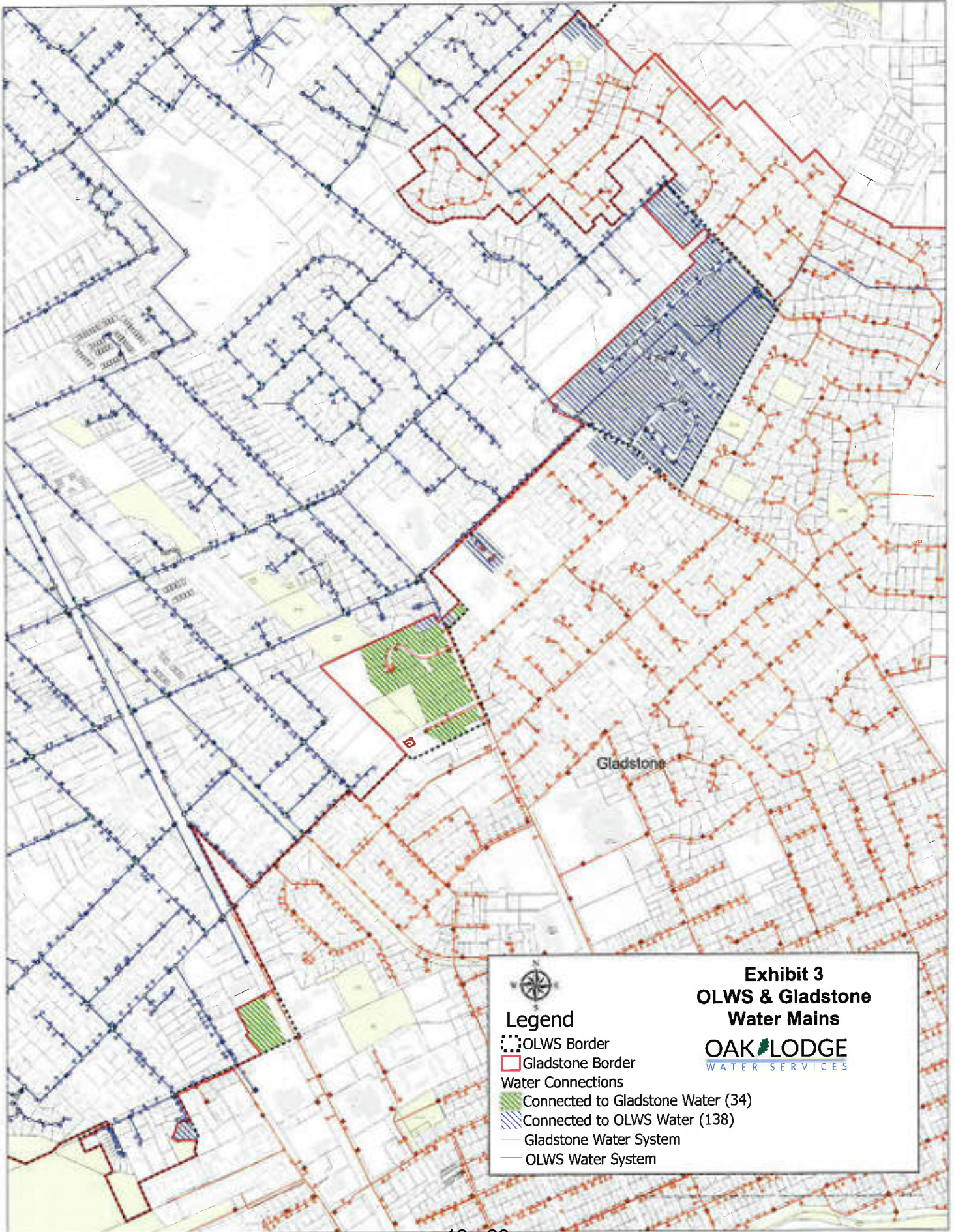


1 : 38,302



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 6/27/2023



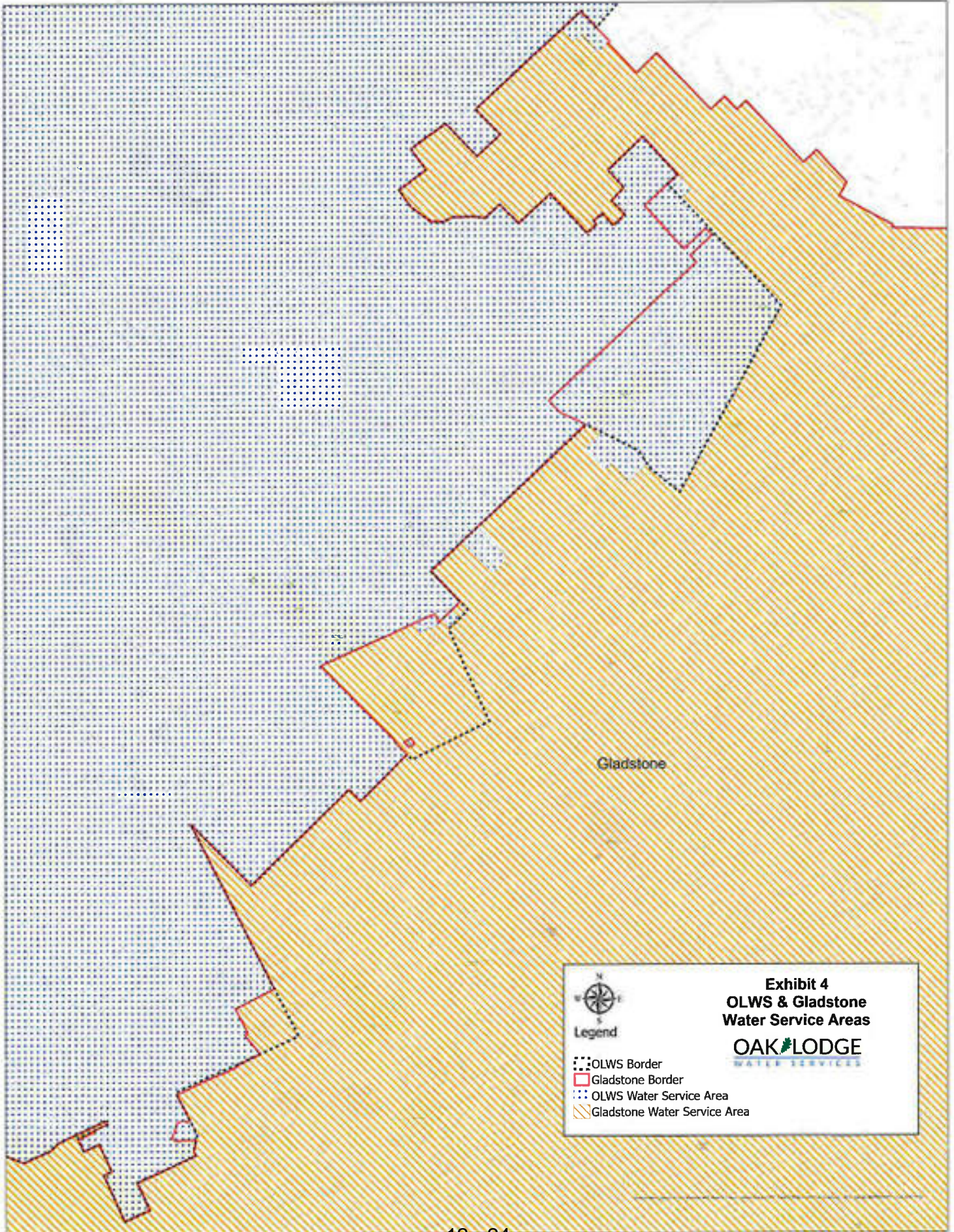
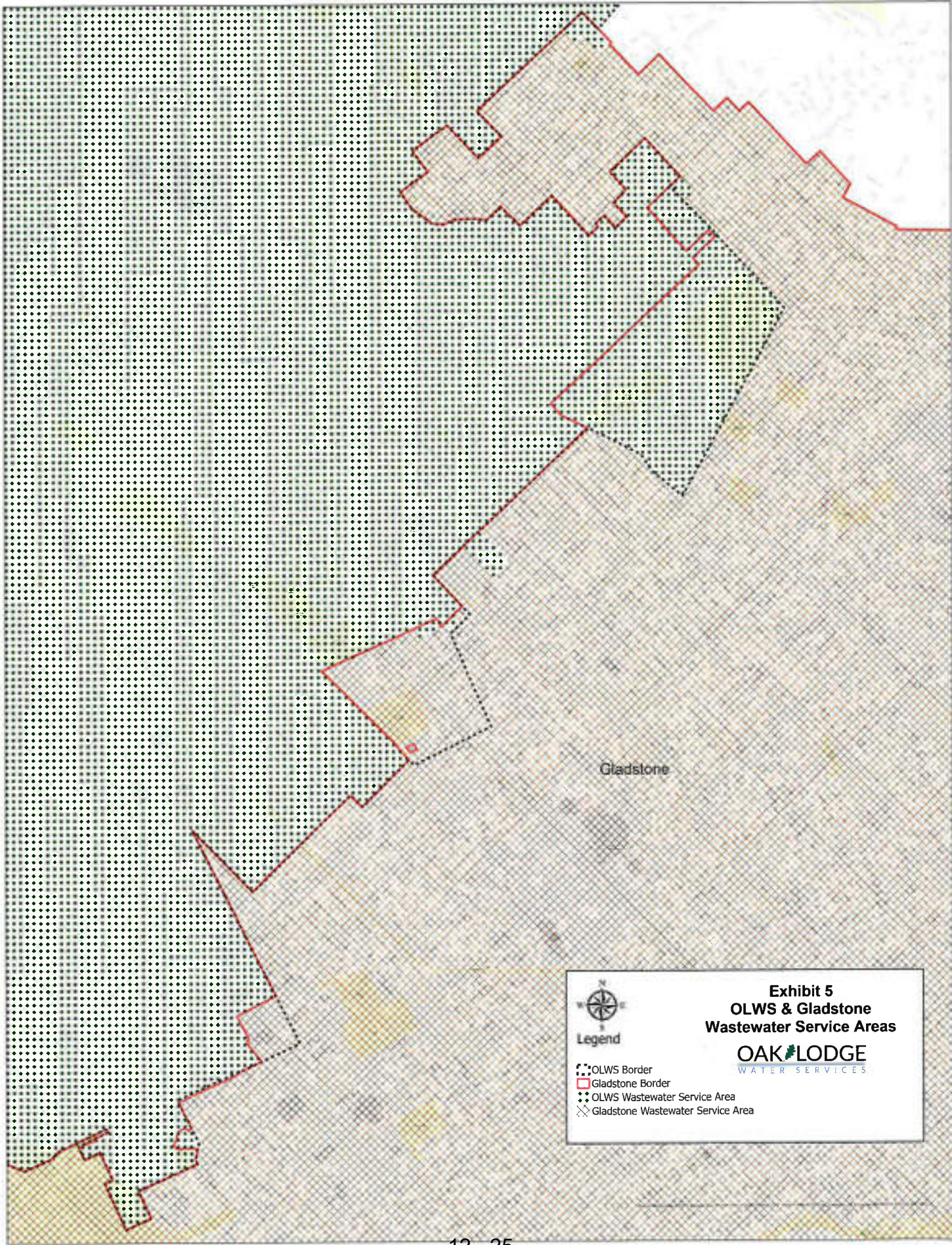


Exhibit 4
OLWS & Gladstone
Water Service Areas

OAK LODGE
WATER SERVICES


Legend

-  OLWS Border
-  Gladstone Border
-  OLWS Water Service Area
-  Gladstone Water Service Area



Gladstone


Legend

-  OLWS Border
-  Gladstone Border
-  OLWS Wastewater Service Area
-  Gladstone Wastewater Service Area

Exhibit 5
OLWS & Gladstone
Wastewater Service Areas


EXHIBIT 5.1

Pursuant to Section 4.2.1.2.2 of the Agreement, Oak Lodge and Gladstone have agreed that the following properties should be part of the Gladstone Wastewater Service Area even though they are connected to Oak Lodge's Water System. These properties appear in the applicable Wastewater Service Area depicted in Exhibit 5:

Address	Water Supplied By:	Wastewater Supplied By:
17651 SE Oatfield Rd.	Oak Lodge	Gladstone
17707 SE Oatfield Rd.	Oak Lodge	Gladstone
17711 SE Oatfield Rd.	Oak Lodge	Gladstone
17717 SE Oatfield Rd.	Oak Lodge	Gladstone

Exhibit 6

US Structure	DS Structure	GNet_ID	Date Inspected	Length	Pipe/Material	Dia.	Rating/ index_O	RI_Total	RI_Structural	RI_O&M	RepairType	Estimated Mainline Repair Cost	Estimated Manhole	PROJECT#	Location
2E1-1868	2E1-1805	2E1-1868 - 2E1-1805	2021-02-17 0:00:00	64.4	AC	8	5	5	5	0	Spot Repair	\$ 6,000		1	Glen Echo & Goetz
2E1-1805	2E1-1805	2E1-1805	2021-02-10 0:00:00	34.0	CP	8	4	4.5	4.5	0	Full Replacement	\$ 25,473		2	Glen Echo & Goetz
2A8-2190	2A8-2001	2A8-2190 - 2A8-2001	2021-02-24 0:00:00	189.0	AC	8	4	4	0	4	Spot Repair	\$ 6,000		3	Hull - Tims View to Scrutton
2E1-1452	2E1-1423	2E1-1452 - 2E1-1423	2021-02-17 0:00:00	29.0	AC	8	4	4	0	4	CIPP	\$ 5,800		4	Glen Echo & Tyron Ct
2E1-316	2E1-2768	2E1-316 - 2E1-2768	2021-02-11 0:00:00	316.0	XXX	8	4	4	3	5	Spot Repair	\$ 6,000		5	Glen Echo to behind Angus Way
2E1-517	2E1-200	2E1-517 - 2E1-200	2021-02-18 0:00:00	317.0	AC	8	4	4	0	4	Full Replacement	\$ 237,750		6	Dunniway - Portland to 6005 Dunniway
2A10-1449	2A10-1174	2A10-1449 - 2A10-1174	2021-02-23 0:00:00	274.5	AC	8	5	4.7	5	4.5	Two Spot Repairs	\$ 12,000		7	Caldwell - Franklin to Cindy Ln
2E16-296	2E1-1423	2E16-296 - 2E1-1423	2021-02-17 0:00:00	296.5	CP	8	4	4	0	4	Spot Repair	\$ 6,000		8	Tyron Ct
2E1-2176	2E1-2125	2E1-2176 - 2E1-2125	2021-02-11 0:00:00	51.5	AC	8	4	4	4	0	CIPP	\$ 10,302		9	Glen Echo - Cornell to Echo Way
2A11-515	2A11-500	2A11-515 - 2A11-500	2021-02-11 0:00:00	235.5	AC	8	5	5	5	5	Spot Repair	\$ 6,000		10	Glen Echo - Cornell to Echo Way
2F12-245	2F12-150	2F12-245 - 2F12-150	2021-02-03 0:00:00	103.9	CP	8	5	5	0	5	Spot Repair	\$ 6,000		11	Behind BB field @ H5 off road
A21-1071	A21-978	A21-1071 - A21-978	2021-01-18 0:00:00	77.2	PVC	8	5	5	0	5	Upstream Manhole Rehab	\$ 7,500		12	Barbary Pl
A21-525	A21-218	A21-525 - A21-218	2021-01-19 0:00:00	307.6	AC	8	4	4	0	4	Downstream Manhole Rehab	\$ 7,500		13	End of Columbia
A21-978	A21-775	A21-978 - A21-775	2021-01-14 0:00:00	203.0	PVC	8	5	5	0	5	Upstream Manhole Rehab	\$ 7,500		14	Barbary Pl
A1-181	A1-046	A1-181 - A1-046	2021-01-27 0:00:00	135.0	PVC	8	5	5	0	5	None			15	High St
A-595	A-469	A-595 - A-469	2021-01-27 0:00:00	124.9	CP	8	4	4	0	4	Two spot repairs	\$ 6,000	\$ 1,000	16	Columbia
2F04-986	2F04-732	2F04-986 - 2F04-732	2021-01-20 0:00:00	245.9	CP	8	4	4	4	0	None			17	Collins Crest - Columbia to Cornell
2F04-732	2F04-495	2F04-732 - 2F04-495	2021-01-20 0:00:00	244.2	CP	8	5	5	5	0	Spot Repair	\$ 6,000		18	Collins Crest - Columbia to Cornell
2E17-575	2E17-575	2E17-575 - 2E17-575	2021-08-02 0:00:00	105.0	CP	8	5	5	0	0	Spot Repair	\$ 6,000		19	Petite Ct - Behind 18335 Petite Ct
2F08-499	2F08-451	2F08-499 - 2F08-451	2021-01-28 0:00:00	48.0	CP	8	4	4	4	4	20' of Repair	\$ 15,000		20	On path from Collins Crest to Beverly
2F010-405	2F010-320	2F010-405 - 2F010-320	2021-02-05 0:00:00	82.3	CP	8	4	4	4	4	Spot Repair	\$ 1,000		21	High Ct @ Cul-de-sac
2F043-135	2F043-986	2F043-135 - 2F043-986	2021-02-08 0:00:00	121.3	CP	8	5	5	0	0	Spot Repair	\$ 6,000		22	On Columbia @ Collins Crest
2F-1001	2F-751	2F-1001 - 2F-751	2021-02-03 0:00:00	250.7	VCP	8	4	4.5	0	4.5	0	\$ 12,000		23	Nelson - Sunlight Ct to 160 Nelson
2F-442	2F-408	2F-442 - 2F-408	2021-02-03 0:00:00	442.0	VCP	8	4	4	4	0	0	\$ 69,750		24	Portland in front of High School
2E19-163	2E1-1868	2E19-163 - 2E1-1868	2021-02-17 0:00:00	163.0	AC	8	4	4	0	4	Spot Repair	\$ 6,000		25	Glen Echo to behind 6220 Ben Ct
2E1-1631	2E1-1452	2E1-1631 - 2E1-1452	2021-02-17 0:00:00	180.9	AC	8	5	5	0	5	Spot Repair	\$ 6,000		26	Glen Echo - Tyron Ct to Church
2E1-1423	2E1-1208	2E1-1423 - 2E1-1208	2021-02-17 0:00:00	215.0	AC	8	5	5	0	5	Full Replacement	\$ 161,250		27	Glen Echo - Tyron Ct to Dickerson
2E1-1500	2E1-1326	2E1-1500 - 2E1-1326	2021-02-17 0:00:00	123	AC	8	4	4	4	4	CIPP	\$ 16,600		28	Collins Crest to behind 1500 Cornell
											CIPP	\$ 23,600		29	Harvard to back of High School
											Total	\$ 707,525	\$ 23,500		

Assumptions

- \$ 750 Trench Replacement Cost/LF (include 15% engineering fees and permits)
- \$ 200 CIPP Cost/LF
- \$ 6,000 Spot Repair 6"x4"
- \$ 15,000 Large Spot Repair 12"x4"
- \$ 1,000 XL Spot Repair 20"x4"
- \$ 1,000 Small Manhole Fix
- \$ 7,500 Manhole Rehab
- \$ 15,000 Manhole Replacement

CITY OF GLADSTONE

CAPITAL IMPROVEMENTS PROGRAM

FUND	PROJECT #	DESCRIPTION	FUNDING STATUS	SOURCE	ACCTNO	RATING	ESTIMATE BASED ON PROJECT DATE					
							OLWD EST. \$	TOTAL PROJECT	FY2024	FY2025	FY2026	FY2027
730 - SEWER FUND	1	GLEN ECHO & GOETZ	FUNDED	CITY	730-703-676050	5	6,000	6,490	6,490			
730 - SEWER FUND	2	GLEN ECHO & GOETZ	FUNDED	CITY	730-703-676050	4.5	25,473	28,654	28,654			
730 - SEWER FUND	3	HULL - TIMS VIEW TO SCRUTTON	FUNDED	CITY	730-703-676050	4	6,000	7,019			7,019	
730 - SEWER FUND	4	GLEN ECHO & TYRON CR	FUNDED	CITY	730-703-676050	4	5,800	6,785			6,785	
730 - SEWER FUND	5	GLEN ECHO TO BEHIND ANGUS WAY	FUNDED	CITY	730-703-676050	4	6,000	7,019			7,019	
730 - SEWER FUND	6	DUNWAY - PORTLAND TO 6005 DUNWAY	FUNDED	CITY	730-703-676050	4	237,750	267,436	267,436			
730 - SEWER FUND	7	CALDWELL - FRANKLIN TO CINDY LANE	FUNDED	CITY	730-703-676050	4.7	12,000	13,498	13,498			
730 - SEWER FUND	8	TYRON CT	FUNDED	CITY	730-703-676050	4	6,000	7,019			7,019	
730 - SEWER FUND	9	GLEN ECHO - CORNELL TO ECHO WAY	FUNDED	CITY	730-703-676050	4	10,302	12,052			12,052	
730 - SEWER FUND	11	BEHIND BB FIELD @ HS OFF ROAD	FUNDED	CITY	730-703-676050	4	6,000	6,490	6,490			
730 - SEWER FUND	12	UPSTREAM REHAB - BARBARY PLACE	FUNDED	CITY	730-703-676050	5	7,500	8,112	8,112			
730 - SEWER FUND	13	DOWNSTREAM REHAB - END OF COLOMBIA	FUNDED	CITY	730-703-676050	4	7,500	8,774			8,774	
730 - SEWER FUND	14	UPSTREAM REHAB - BARBARY PLACE	FUNDED	CITY	730-703-676050	5	7,500	8,112	8,112			
730 - SEWER FUND	16	COLUMBIA	FUNDED	CITY	730-703-676050	4	7,000	8,189			8,189	
730 - SEWER FUND	18	COLLINS CREST - COLUMBIA TO CORNELL	FUNDED	CITY	730-703-676050	5	6,000	6,490	6,490			
730 - SEWER FUND	19	PETITE CT - BEHIND 18395 PETITE CT	FUNDED	CITY	730-703-676050	5	6,000	6,490	6,490			
730 - SEWER FUND	20	ON PATH FROM COLLINS CREST TO BEVERLY	FUNDED	CITY	730-703-676050	4	15,000	17,548	17,548		17,548	
730 - SEWER FUND	21	HIGH CT @ CUL-DE-SAC	FUNDED	CITY	730-703-676050	4	1,000	1,170			1,170	
730 - SEWER FUND	22	ON COLUMBIA AT COLLINS CREST	FUNDED	CITY	730-703-676050	5	6,000	6,490	6,490			
730 - SEWER FUND	23	NELSON - SUNLIGHT CT TO 160 NELSON	FUNDED	CITY	730-703-676050	4.5	12,000	13,498	13,498			
730 - SEWER FUND	24	PORTLAND IN FRONT OF HIGH SCHOOL	FUNDED	CITY	730-703-676050	4	69,750	81,598			81,598	
730 - SEWER FUND	25	GLEN ECHO TO BEHIND 6220 BEN CT	FUNDED	CITY	730-703-676050	4	6,000	7,019			7,019	
730 - SEWER FUND	26	GLEN ECHO - TYRON CT TO CHURCH	FUNDED	CITY	730-703-676050	5	6,000	6,490	6,490			
730 - SEWER FUND	27	GLEN ECHO - TYRON CT TO DICKERSON	FUNDED	CITY	730-703-676050	5	161,250	174,408	174,408			
730 - SEWER FUND	28	COLLINS CREST TO BEHIND 1500 CORNELL	FUNDED	CITY	730-703-676050	2.4	66,600	81,029			81,029	
730 - SEWER FUND	29	HARVARD TO BACK OF HIGH SCHOOL	FUNDED	CITY	730-703-676050	3.1	24,600	29,930			29,930	

TOTAL PROJECTS - OAK LODGE I&I

\$	738,025	\$	837,887	\$	229,570	\$	323,087	\$	164,192	\$	116,959
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City of Gladstone Staff Report

Report Date: July 3, 2023
Meeting Date: July 11, 2023
To: City Council
From: Darren Caniparoli, Public Works Director and
Cathy Brucker, Finance Consultant

Agenda Item

Approval of Resolution No. 1220, a resolution repealing Resolution No. 1214 and adopting a new revised Master Fee Schedule.

History/Background:

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

The City was advised by North Clackamas County Water Commission (NCCWC) that effective July 1, 2023 wholesale water rates (pass-through) will be increased by 3.6%, from \$0.7929 to \$0.8207 cost per hundred cubic feet of water (CCF) 748 gallons.

Oak Lodge Water Services Sewer Charge (pass-through) is increasing by 24.0%, due to capital cost adjustments, as well as the Water Environment Services Charge (pass-through) increasing by 5.00%. The new monthly pass-through charges per EDU will be \$72.38 and \$29.30, respectively.

The City has updated the low income levels applicable as of July 1, 2023 based on the Housing and Urban Development Income Limits revised annually for the Portland-Vancouver-Hillsboro area. Exhibit B details information on the program.

The City includes System Development Charges (SDC's) to the master fee schedule to make the charges more transparent. The charges are increased annually based on the ENR-CCI (Engineering News Record Construction Cost Index) for Seattle per the City's SDC Methodology Reports and ORS 223.304. (This year's increase is 12%, Dec 2021-Dec 2022). However, this year the city is only increasing by 4% so the City maintains fees similar to surrounding jurisdictions.

In February, 2023 the Police Department went live with body-worn cameras and purchased the equipment and five year subscription after completing a pilot project assessing the value of body-worn cameras. The Police Department will follow Clackamas County's format to collect fees for public records requests for body-worn camera footage. The Police Department also determined additional fee increases were needed for local history printouts and address record print due to increased staff time and material costs.

The City has reviewed rental rates at the Gladstone Community Center and will incrementally increase room rental rates in order to meet the need for staff to monitor the building, inflation and additional janitorial services due to increased rental requests for both the Planton and Bloye Halls. Staff will continue

to monitor the community space rentals in the area as well as find ways to keep cost for Gladstone residents as affordable as possible.

In January 2023 Technical Plan Review/Development Engineering fees were increased, language is added in the Master Fee Schedule to clarify the intent of these costs in addition to clarification of the street opening permit fee - one time extension time limit.

In January 2023, the City discontinued the contract with Clackamas County for Planning Services and adopted a slate of planning fees for in-house administration and collection and now desires to increase and add fees based on staff time and material costs.

Proposal

Staff recommends revising the Master Fee Schedule to reflect the updated and new rates listed above along with the deletion of obsolete rates associated with the Police Department. This will become effective July 1, 2023.

Options

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

Recommended Staff Action

Approve Resolution No. 1220, a resolution repealing the Master Fee Schedule adopted under Resolution No. 1214 and adopting a new Master Fee Schedule.

Department Head
Signature

Date

Jacqueline M. Betz 7-5-23
 City Administrator
 Signature Date

RESOLUTION NO. 1220
CITY OF GLADSTONE, OREGON

A Resolution Adopting a Revised Master Fee Schedule

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

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

WHEREAS, Updates to a Water Environment Services (WES) utility rate charges (pass-through) is increasing by 5.00%, increasing their monthly charge by \$1.40 from \$27.90 per equivalent dwelling unit (EDU) to \$29.30 per EDU; and

WHEREAS, Updates to the Oak Lodge Water Services Sewer Charge (pass-through) is increasing by 24.0%, increasing their monthly charge by \$14.02 from \$58.36 per equivalent dwelling unit (EDU) to \$72.38 per EDU; and

WHEREAS, The City was advised by North Clackamas County Water Commission (NCCWC) that effective July 1, 2023 wholesale water rates (pass-through) will be increased by 3.6%, from \$0.7929 to \$0.8207 cost per hundred cubic feet of water (CCF) 748 gallons; and

WHEREAS, The City has updated the low income levels applicable as of July 1, 2023 based on the Housing and Urban Development Income Limits/Very Low Income Limits (50% of Median Family Income) for the Portland-Vancouver-Hillsboro, OR-WA MSA. Exhibit B details information on the program.

WHEREAS, The City includes System Development Charges (SDC's) in the master fee schedule to make the charges more transparent. The charges are increased annually based on the ENR-CCI (Engineering News Record Construction Cost Index) for Seattle per the City's SDC Methodology Reports and ORS 223.304. (This year's ENR-CCI increase is 12%, Dec 2021-Dec 2022). The city will only increase 4% to maintain fees similar to surrounding jurisdictions.

WHEREAS, The Police Department will follow Clackamas County's format to include collection of fees for public records requests for body-worn camera footage. The Police Department will also increase fees for local history printouts and address records prints due to increased staff time and materials costs; and

WHEREAS, The City has reviewed the rental rates at the Gladstone Community Center and desires to increase rental rates due to additional rentals in both the Planton and Bloye Halls to meet the needs of increased building monitor hours, inflation and additional janitorial services; and

WHEREAS, In January 2023 Technical Plan Review/Development Engineering fees were increased, language has been added to clarify the intent of those costs in addition to clarification of street opening fee one time extension time limit; and

WHEREAS, In January 2023, the City discontinued the contract with Clackamas County for Planning Services and adopted a slate of planning fees for in-house administration and collection and now desires to increase and add fees based on staff time and material costs.

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

The City of Gladstone repeals the Master Fee Schedule adopted under Resolution 1214 and replaces it by adopting the Revised Master Fee Schedule, as set forth in the attached Exhibit A. Changes/additions are noted in highlight and deletions are noted in ~~strike through~~ and amends the Low Income Utility Assistance Program attached as Exhibit B.

This Resolution is effective July 1, 2023.

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

ATTEST:

Michael Milch, Mayor

Tami Bannick

	A	B	C
1	Resolution 1220 - Exhibit "A"		
2	City of Gladstone Master Fee Schedule Effective July 1, 2023		
3			
4	ADMINISTRATION		
5	Adopted Budget		\$45.00
6	Blasting Permit Fee		\$5,000.00
7	Blasting Permit Inspections each (after first two inspections)		\$2,000.00
8	Business License Base Fee		\$100.00
9	Business License Commencing July-December		\$50.00
10	Business License fee per employee over 3 FTE's		\$5.00
11	Business License for Rental Property in Gladstone - base fee plus tiered approach below		\$100.00
12	1 rental unit		\$25.00
13	2 - 5 rental units		\$50.00
14	6 - 12 rental units		\$75.00
15	13+ rental units		\$100.00
16	Business License Past Due Fee per month		\$10.00
17	Home Occupation - Initial Application Fee		\$50.00
18	Declaration of Candidacy Filing Fee		\$50.00
19	Electronic Copy of a Recorded Meeting		\$20.00
20	Liquor License Review		
21	Original Application		\$100.00
22	Change in ownership, location, or privilege		\$75.00
23	Renewal or temporary application		\$35.00
24	Lien Search		\$30.00
25	Notary Fee (Non-Resident)		\$10.00
26	Notary Fee (Resident)		\$5.00
27	NSF Check Charge		\$35.00
28	Parking Permits		\$25.00
29	Penalty for work commencing before application approval		Investigation fee equal to permit fee
30	Photocopies B&W up to 8 x 14		\$0.25
31	Postage and Handling Flat Fee + actual cost of postage		\$1.00
32	Public Records Administrative Research per hour (quarter hour increment charge)		Based on hourly rate

	A	B	C
33	Public Records Clerical Research per hour (quarter hour increment charge)	Based on hourly rate	
34	Public Records Legal Research per hour (quarter hour increment charge)	Based on hourly rate	
35	Public Records Request Deposit (large) toward hourly rate	\$100.00	
36	Public Records Request Deposit (small) toward hourly rate	\$25.00	
37	Returned Check Charge/processing	\$35.00	
38	Road Re-naming	\$150.00	
39	Special Event Application (plus actual staff costs for employees specifically needed to work the event and barricade fees if needed)	\$100.00	
40			
41			
42	PARKS AND RECREATION		
43	Meldrum Bar Parking Fee:		
44	Non-Resident	\$3.00/day	
45	Non-Resident	\$40.00/year	
46	Non-Resident Visiting Sports Teams	Free (in designated area)	
47	Resident	Free (limit two per household)	
48	Card Replacement fee	\$5.00 per card	
49			
50	GLADSTONE USER GROUP FEES FOR RESERVED PLAY		
51			
52	Baseball/Softball User Groups:		
53	Gladstone Junior Baseball Association	\$20.00 per registered player/year	
54	Gladstone Girls Softball Association	\$20.00 per registered player/year	
55	Soccer User Group:		
56	Gladstone Youth Soccer Association (2 rosters a year for per player charge)	\$15.00 per registered player/year	
57	Tournament Fees: Baseball/Softball Soccer:		
58	Meldrum Bar Park Fields - all fields/3-day cap	\$500.00	
59	Dierickx Fields - all fields/3-day cap	\$200.00	
60	Banners: Sponsor banners allowed during tournament play only. Banners must be removed at the end of play		
61			
62	Pickleball User Group:		
63	Gladstone Pickleball Club (2 rosters a year for per player charge)	\$15.00 per registered player/year	
64	Tournament Fees: Pickleball/Tennis		
65	Max Patterson Courts - All Courts all day/3-day cap	\$200.00	

	A	B	C
66	Banners: Sponsor banners allowed during tournament play only. Banners must be removed at the end of play		
67			
68			
69	<u>NON-GLADSTONE USER GROUP FEES FOR RESERVED PLAY</u>		
70	Baseball/Softball Ballfields Use (per field/per hour)		
71	Resident Team*	\$10.00 per hour/per field	
72	Non-Resident Team	\$15.00 per hour/per field	
73	Soccer Field (per field/per hour) Does not include goals		
74	Resident Team*	\$5.00/per hour/per field	
75	Non-Resident Team	\$10.00 per hour/per field	
76	Tournament Fees: Baseball/Softball/Soccer		
77	Meldrum Bar Park Fields - all fields/per day	\$500.00	
78	Dierickx Fields - all fields/per day	\$200.00	
79	Pickleball/Tennis Courts (per court/per hour)		
80	Resident**	\$5.00/hour	
81	Non-Resident	\$10.00/hour	
82	*Resident team must consist of 85% Gladstone residents		
83	**Resident must show identification		
84			
85	PLANNING AND BUILDING		
86			
87	Addressing (New or Change of Address/Unit/Suite)	\$66.00 + \$7.00 per lot/unit/suite	
88	Adjustment	\$560.00	
89	Annexation		
90	*Non-Election	Cost of staff and consulting services (\$3,000.00 deposit)	
91	*Election	Cost of staff and consulting services (\$3,000.00 deposit)	
92	Appeal	\$250.00	
93	Application or Appeal Withdrawn - no public notice sent, staff report issued or decision issued	Retain 25% of application fee or minimum of \$250; whichever is more	

	A	B	C
94	Application or Appeal Withdrawn - public notice sent	Retain 50% of application fee or minimum of \$500; whichever is more	
95	Application Withdrawn - staff report issued or decision issued	No Refund	
96	Application Withdrawn - Hearings Officer Review Fee	Refund if the hearing has not occurred	
97	Building Permit Review by Planner - Multi-family, Commercial, 3-4 plex, internal conversion, cottage cluster, industrial, institutional, retail, office, duplex, non-residential, etc: New structure, addition, demolition, accessory structure, porch, modification, fence, retaining wall, development.	.1% of Building Permit Value Minimum = \$89.00 Maximum = \$4,043.00	
98	Building Permit Review by Planner - Residential Single-Household and ADU's: New Addition, Demolition, Accessory Structure, Porch, Modification, Fence, Retaining Wall, Development, etc.	\$89.00	
99	Comprehensive Plan Amendment	\$12,410.00	
100	Conditional Use	\$3,905.00	
101	Design Review	.384% of construction cost, but no less than \$1,340 & no more than \$36,835	
102	Interpretation - Comprehensive Plan or Zoning and Development Ordinance	\$1,300.00	
103	Land Use Permit - Type I, Not otherwise listed	\$1,065.00	
104	Lot Line Adjustment	\$1,354.00	
105	Mailing Labels	\$18.00 \$25.00	
106	Marijuana Land Use Application - Type I	\$1,000.00	
107	Marijuana Land Use Application - Type II	\$1,505.00	
108	Modification of Condition of Approval	\$1,065.00	
109	Mobile Home Park Conversion	\$2,600.00	
110	Nonconforming Use - Alteration or Verification	\$1,405.00	
111	Open Space Review	\$1,065.00	
112	Open Space Review - Conflict Resolution	\$1,065.00	
113	Partition	\$2,705.00	
114	Planned Unit Development (PUD) - see Subdivision		
115	Planning Staff Review = 15 minutes (billed in 0.5 hour increments)	\$150.00/hour	
116	Plat Vacation	\$845.00	

	A	B	C
117	Pre-Application Meeting	\$1,120.00	
118	Property Line Adjustment - Type I	\$795.00	
119	Property Line Adjustment - Type II	\$1,050.00	
120	Replacement Dwelling	\$995.00	
121	Replat - Type II	\$2,705.00	
122	Signs - Design Review	\$530.00	
123	Street Name Change	\$105.00	
124	Street Vacation - Application	\$605.00	
125	Street Vacation - Processing of Vacation	Full cost of recovery	
126	Subdivision - Major (11 or more lots)	\$4,040.00 + \$45.00/lot	
127	Subdivision - Minor (4 - 10 lots)	\$2,705.00	
128	Temporary Dwelling for Care permit, new and renewal (14+ days)	\$835.00	
129	Temporary Dwelling while Building (14+ days)	\$500.00	
130	Temporary Use Otherwise Prohibited	\$1,065.00	
131	Temporary Structure for Emergency Shelter	\$500.00	
132	Time Extension	\$1,065.00	
133	Time Extension - Type 1	\$560.00	
134	Variance	\$1,120.00	
135	Vested Right Determination	\$5,105.00	
136	Wireless Telecommunication Facility - Type I	\$585.00	
137	Wireless Telecommunication Facility - Type II	\$950.00	
138	Wireless Telecommunication Facility - Type III (with an adjustment)	\$6,570.00	
139	Zone Change	\$3,060.00	
140	Zone Change, filed concurrently with another land use application for the same property	\$2,510.00	
141	Zone Change - PC Review, filed concurrently with Comprehensive Plan Amendment	\$2,510.00	
142	Zoning Verification/Confirmation Letter	\$141.00	
143			
144	POLICE		
145	A-Frame Sign Permit (initial application fee)	\$100.00	
146	Address Record Print (per address)	\$5.00	\$10.00
147	Alarm Permit		
148	Initial Permit or Renewal	\$25.00	
149	Late Fee (after 30 days expiration or installation)	\$25.00	

	A	B	C
150	Second False Alarm (within permit year)	\$50.00	
151	Third False Alarm (within permit year)	\$100.00	
152	Fourth and Each Subsequent Alarm (within permit year)	\$150.00	
153	Failure to obtain Alarm Permit	\$90.00	
154	Animal Permit Application (per year)	\$25.00	
155	Block Party	\$35.00	
156	Body Worn Camera Footage (NEW)	\$25.00 initial fee	
157	Redaction & Processing	\$48.00-\$58.00/hr	
158	Redaction Review	\$37.00/hr	
159	CD's including photos/videos	\$25.00	
160	ID-Theft	Victim-Free	
161	Local History Printout (per record)	\$5.00 \$10.00	
162	Noise variance	\$75.00	
163	Nuisance Property Abatement	Actual Cost	
164	Police Report - No Charge for Victims	\$0.00	
165	Police Report (first 2 pages)	\$15.00	
166	Police Report (page 3 and over) each page	\$1.00	
167	Temporary/Portable Storage Container	\$50.00	
168	Vehicle Impound (after-business-hours)	\$125.00	
169	Vehicle Impound (during regular business hours)	\$100.00	
170			
171	PUBLIC WORKS		
172	Technical Plan Review-Development Engineering Fee		
	Plan Review & Inspection (up to two plan submittals)	5% (2.5% for plan review & 2.5% for inspection)	
173			
	Plan Review (three or more plan submittals, in addition to 2.5% fee)	3% of construction cost/per review 3+	
174			
175	Barricade Delivery and Pickup Fee	\$50.00	
176		\$100.00	
177	Erosion Control Violation	\$300.00	
178	Hydrant Hook-Up Permit Fee (plus water usagae cost)	\$50.00	
179	Registration Fee	\$50.00	

	A	B	C
180	Street Opening Inspection Fee	\$85.00	
181	Street Opening Permit Fee	\$150.00	
182	Street Opening Permit Fee - One Time Extension (90 day period)	\$100.00	
183	Street Opening Re-Inspection Fee (if necessary)	\$85.00	
184	System Development Charges (SDC's)		
185	* Transportation	\$4,269 per (EDU)	\$ 4,440
186	* Water:	3/4" meter \$9,040	\$ 9,402
187		1" meter \$14,982	\$ 15,581
188		1-1/2" meter \$30,105	\$ 31,309
189		2" meter \$48,186	\$ 50,113
190		3" meter \$96,462	\$ 100,320
191		4" meter \$150,707	\$ 111,735
192		6" meter \$301,323	\$ 313,376
193	* Sewer Collection (City System)	\$6,495 per (EDU) equivalent dwelling unit	\$ 6,755
194	* Sewer Treatment provided by others (pass-through) to Oak Lodge Water Services or Tri-City (WES) based on the individual district rates that the property is served by.	\$9,027 per (RPE) residential population equivalent	\$ 9,388
195	* Parks	\$3,477 per (EDU) equivalent dwelling unit	\$ 3,616
196	* Stormwater		
197			
198			
199	SENIOR CENTER		
200	Building Rental (per hour) Group 1: City of Gladstone Residents, private parties, individuals, groups, and non-profits. (2 hour minimum rental)	Plantan Room \$55.00	Plantan \$60 Bløye \$70
		Bløye Hall \$65.00	Library \$30
	Building Rental (per hour) Group 2: Commercial, for-profit professional groups. (2 hour minimum rental)	Plantan Room \$70.00	Plantan \$75
201		Bløye Hall \$85.00	Bløye \$90 Library \$40
202	Kitchen Fee	\$60.00	
203	Cleaning Fee	\$60.00	

	A	B	C
204	Deposit - Refundable; due at time of scheduling	\$200.00	
205	Meal under 60 years	\$4.00	\$5.00
206	Meal (suggested donation) over 60 years	\$3.00	
207	Fax (per page - staff only)	\$1.00	
208	Photocopy (per page)	\$0.25	
209	Van Donation (suggested donation) each way	\$1.00	
210	Friday Excursions (\$7-\$25)	varies	
211	Billiards Room (suggested donation of per game played)	\$0.25	
212	Notary Fee- Clackamas County resident age 60 or older	Free	
213	Notary Fee- Gladstone Resident	\$5.00	
214	Notary Fee- Non Resident- Clackamas County	\$10.00	
215			
216	UTILITY BILLING RATES & UTILITY RIGHT OF WAY RATES		
217			
218	RIGHT-OF-WAY (ROW) RATES		
219	Franchise Administrative Review	\$5,000.00	
220	ROW License Application Fee (Excluding Small Cell Wireless Facilities ***)	\$50.00	
221	ROW License Fee (five year term), (Excluding Small Cell Wireless Facilities)	\$250.00	
222	ROW Use Fee (Excluding Small Cell Wireless Facilities)		5% of gross revenues** or Minimum Annual Right-of-Way Use Fee,
223	Minimum Annual Right-of-Way Use Fee ***		
224	TOTAL LINEAR FEET OF UTILITY FACILITIES IN RIGHT-OF-WAY		
225	Up to 5,000	\$6,150.00	
226	5,001 to 10,000	\$9,225.00	
227	10,001 to 20,000	\$12,299.00	
228	More than 20,000	\$18,448.00	
229	ROW Attachment Fee (Excluding Small Cell Wireless Facilities)	\$5,150	
230			
231	ROW Application fee for Small Cell Wireless Facilities (1-5 sites)	\$500.00	
232	Each additional Site	\$100.00	
233			
234	Small Cell Wireless Facility Attachment Fee	\$270.00	
235			

	A	B	C
236	SEWER RATES		
237	Sewer Inspection Fee, except mobile homes, motor homes and travel trailers	\$100.00	
238	Sewer Insepection Fee for mobile homes, motor homes, and travel trailers	\$50.00	
239	Oak Lodge Water Services Sewer Charge (Pass-through)******	\$58.36 per month per EDU*	\$72.38
240	Water Environment Services (WES) Sewer Treatment Charge (Pass-through)******	\$27.90- per month per EDU*	\$29.30
241	City of Gladstone Sanitary Sewer Collection Charge	\$34.89 per month per EDU*	
242	Low Income Rate Reduction - adjusted annually based on HUD Very Low Income Limits for Portland-Vancouver-Hillsboro, OR-WA MSA	50% reduction of base rates listed above	
243	STORMWATER RATES		
244	Residential Stormwater Fee per EDU* each month (Class 001 accounts) Low Income Rate Reduction - adjusted annually based on HUD Very Low Income	\$14.28	
245	Limits for Portland-Vancouver-Hillsboro, OR-WA MSA	50% reduction of base rates listed above	
246	Non-Single Family Residential Stormwater Fee (Per 3,000 square feet of impervious area each month)		
247	(Class 002 and 003 accounts)	\$14.28	
248	(Impervious area is calculated based on the city's GIS system data)		
249			
250	WATER RATES (monthly)		
251		Base Meter Charge	
252		(no water included)	
253	Meter Size 3/4"	\$31.21	
254	1.0"	\$49.65	
255	1.5"	\$77.45	
256	2.0"	\$138.50	
257	3.0"	\$172.53	
258	4.0"	\$206.58	
259	6.0"	\$229.57	
260	8.0"	\$286.98	
261	Low Income Rate Reduction - adjusted annually based on HUD Very Low Income Limits for Portland-Vancouver-Hillsboro, OR-WA MSA	50% reduction of base rates listed above	
262	Water Rate Unit Cost Per Hundred Cubic Feet Of Water (CCF) 748 gallons	Usage Bracket	Rate
263	Block Rate 1	1 - 6 Units	\$1.73/unit
264	Block Rate 2	7 - 10 Units	\$2.75/unit
265	Block Rate 3	11 Units and Up	\$3.76/unit

	A	B	C
266	Water rates for properties outside the city limits	Add 33% to above rates	
267			
268	WATER UTILITY CHARGES		
269	Low Income Rate Violation Fee	As set forth in ORS 164.125	
270	Disconnect/Reconnect Charge (if greater than 30 Days for Water & Sewer base charges)	\$25.00 each time	
271	Mailed Late Notice/Shut Off Notification	\$7.00	
272	Shut Off Door Hanger (2nd Late Fee)	\$25.00	
273	Shut Off Water	\$25.00	
274	Turn On Water (during business hours)	\$25.00	
275	Turn On Water (after business hours)	\$175.00	
276	Water Meter Tampering Charge	\$250.00	
277			
278	WATER RESOURCE APPLICATIONS:		
279	Construction Management Plan	\$730.00	
280	Floodplain Development Permit - Type I	\$785.00	
281	Habitat Conservation Area -Development Permit-Pursuant to Subsection 17.25.100 of GMC	\$1,685.00	
282	Habitat Conservation Area - Map Verification	\$950.00	
283	Stream Conservation Area Permit	\$960.00	
284	Water Quality Resource Area District - Boundary Verification	\$785.00	
285	Water Quality Resource Area District - Development Permit	\$1,685.00	
286	Willamette River Greenway Permit	\$1,470.00	
287			
288			
289	* Equivalent Dwelling Unit (EDU)		
290	** <i>Gross revenues</i> shall have the meaning as defined in Chapter 12.24		
291	*** This rate shall increase 3% annually on January 1st of each year beginning January 1, 2017.		
292	**** Small Cell Wireless Facilities are defined as including an antenna of no more than three cubic feet and equipment totaling no more than 28		
293	cubic feet, placed on a structure that is either no more than 50 feet in height, no more than 10 percent taller than adjacent structure, or no more		
294	*****These rates are set by Oak Lodge Water Service and Water Environment Services (WES). Any updates to these rates will be brought forward for City Council approval.		



Resolution 1220 - Exhibit B

City of Gladstone, Oregon

Low Income Utility Assistance Program

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

Qualifications:

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

Income Limits:

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

Income Limits as of July 1, 2023:

Persons in Household

Very Low (50%) Income	1	2	3	4	5	6	7	8
Annual	\$39,500	\$45,150	\$50,800	\$56,400	\$60,950	\$65,450	\$69,950	\$74,450
Monthly	\$3,292	\$3,763	\$4,234	\$4,700	\$5,079	\$5,454	\$5,829	\$6,204

City of Gladstone Staff Report

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

AGENDA ITEM

Consider approval of Ordinance 1522 approving text amendments to the Gladstone Municipal Code (GMC) Chapter 17.14 (MR- Multi-Household Residential Zoning District), city file TXT-23-01.

History/Background

The Planning Commission has begun reviewing and identifying needed updates to sections of Title 17 (Zoning and Development) of the Gladstone Municipal Code. The Commission reviewed the proposed updates to Chapter 17.14, the MR- Multi-Household Residential Zoning District, to ensure that the process for reviewing and approving medium- and high-density developments is clear, objective and reasonable. The proposed updates clarify and simplify the review process and dimensional standards for all middle housing and multi-household residential developments and prohibit new single-family detached residential developments in the city's highest density zoning district.

The Planning Commission reviewed the proposed text amendments at a public hearing on June 20, 2023 and recommended approval of the proposal to the City Council. The Planning Commission Recommendation contains the findings of fact on which the Gladstone City Council may base the approval of this text amendment proposal.

Options

- The City could choose to approve the proposed amendments to GMC Chapter 17.14, as recommended by city staff and the Planning Commission.
- The City could choose not to approve the proposed amendments to GMC Chapter 17.14.
- The City could choose to approve the proposed amendments to GMC Chapter 17.14 with additional amendments.

Recommendation

Staff recommends approval of Ordinance 1522 approving text amendments to the Gladstone Municipal Code Chapter 17.14 (MR- Multi-Household Residential District), city file TXT-23-01.

Heather M Austin July 3, 2023
Department Head Signature Date

Jacqueline M. Betz 7-5-23
City Administrator Signature Date

ORDINANCE 1522

AN ORDINANCE APPROVING TEXT AMENDMENTS FOR THE GLADSTONE MUNICIPAL CODE CHAPTER 17.14, MR- MULTI-HOUSEHOLD RESIDENTIAL DISTRICT, FILE TXT-23-01

WHEREAS, the Gladstone Municipal Code (GMC) Chapter 17.14, MR- Multi-Household Residential District is the designated zoning district for high density residential development in the city of Gladstone; and

WHEREAS, the Gladstone Planning Commission reviewed GMC Chapter 17.14 and found it necessary to update the permitted and conditional uses, as well as the dimensional standards, to make the standards clear, objective and reasonable and to reduce barriers to the development of a variety of housing types in the MR zoning district; and

WHEREAS, the Gladstone Planning Commission conducted a duly-noticed public hearing on June 20, 2023 and considered and recommended to City Council adoption of the proposed amendments to the MR zoning district; and

WHEREAS, the Gladstone City Council conducted a duly-noticed public hearing on July 11, 2023 to consider the materials in the record for File TXT-23-01, Text Amendments to GMC 17.14; and

WHEREAS, the City desires to amend the Gladstone Municipal Code to reflect these changes.

NOW, THEREFORE, THE CITY OF GLADSTONE ORDAINS AS FOLLOWS:

Section 1. Gladstone Municipal Code Chapter 17.14 is hereby amended to read as set forth in the attached “Exhibit A”. Additions to the code are double underlined and deletions are shown as ~~struck through~~.

Section 2. Severability. Each section of this ordinance, and any part thereof, is severable. If any part of this ordinance is held invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

Section 3. Effective Date. As provided in the Gladstone Charter, this ordinance is effective 30 days from the date of adoption.

Approved by the Gladstone City Council this _____ day of _____, 20__.

ATTEST:

Michael Milch, Mayor

Tami Bannick, City Recorder

ORDINANCE 1522

Exhibit "A"

Proposed amendments to Gladstone Municipal Code Title 17- Zoning and Development

New language is double underlined. Language to be removed is ~~struck through~~.

Chapter 17.14 MR—MULTI-HOUSEHOLD RESIDENTIAL DISTRICT

Sections:

- 17.14.010 Purpose.**
- 17.14.020 Uses allowed outright.**
- 17.14.030 Accessory uses allowed.**
- 17.14.040 Conditional uses allowed.**
- 17.14.050 Dimensional standards.**
- 17.14.055 Cottage cluster standards.**

17.14.010 Purpose.

The purpose of an MR district is to implement the comprehensive plan and to provide land for households desiring to live in an environment of high density residential development with proximity to mass transit, shopping and service facilities.

Statutory Reference: ORS Ch. [197](#), Ch. 227

History: Ord. [1131](#) §2 (Part), 1990; Ord. [1515](#) §2 (Exh. B), 2022.

17.14.020 Uses allowed outright.

In an MR zoning district, the following uses and their accessory uses are allowed outright, subject to the development standards and other regulations of this Title:

- (1) ~~Duplex~~-Middle Housing.
- (2) Multi-family household dwellings.

Statutory Reference: ORS Ch. [197](#), Ch. 227

History: Ord. [1131](#) §2 (Part), 1990; Ord. [1323](#) §1 (Part), 2002; Ord. [1515](#) §2 (Exh. B), 2022.

17.14.030 Accessory uses allowed.

Accessory uses shall comply with all the requirements of this zoning district, except as this section allows to the contrary. All accessory structures shall be subject to GMC Chapter 17.54 (Clear Vision). The following accessory uses shall be allowed in an MR zoning district:

(1) Buildings. Garages and carports, storage and other buildings, as follows:

(a) Either the side, except a street side, or rear setback may be reduced to zero for one accessory structure provided such structure:

(A) Is detached from other buildings;

(B) Does not exceed a height of one (1) story; and

(C) Does not exceed a floor area of four hundred-fifty (450) square feet;

(b) A wall of rated, fire-resistive construction may be required by the Oregon Structural Specialty Code or its successor.

(c) When more than one accessory structure is present including a portable storage container as defined in Chapter 5.22, a setback does not apply to the portable storage container.

(2) Courtyards, Patios and Decks. The minimum side, except street side, and rear setbacks for uncovered courtyards, patios and decks in excess of thirty inches (30") in height shall be five feet (5'). The minimum front and street side setbacks for such courtyards, patios and decks shall be fifteen feet (15'). No setback shall be required for uncovered courtyards, patios and decks thirty inches (30") or less in height. When calculating the height of a courtyard, patio or deck, railings and benches shall be excluded from the calculation.

(3) Fences and Walls. The following standards shall apply to fences and walls of all types whether open, solid, wood, metal, masonry or other material.

(a) When located between the front lot line and the front building line, fences and walls shall not exceed three feet (3') in height;

(b) Fences and walls not subject to Subsection (3)(a) of this Section shall not exceed six feet (6') in height;

(c) An exception may be granted to the maximum fence or wall height standards pursuant to review of an application for conditional use; alteration, expansion or change of use of a nonconforming

use; or design review and when an exception is found necessary to provide adequate screening for the use.

(4) Storage. Storage of boats, trailers, pickup campers, coaches, motorhomes and similar recreation equipment. Occupancy of such equipment is subject to a temporary permit under GMC Chapter [15.28](#) (temporary dwellings).

(5) Swimming Pools, Ponds and Hot Tubs. The minimum side, street side and rear setbacks for swimming pools, ponds and hot tubs shall be three feet (3'). The minimum front setback for ponds no greater than five feet (5') wide and no more than two feet (2') deep shall be three feet (3').

(6) Home Occupations. Home occupations shall be subject to GMC Chapter [17.78](#) (home occupations).

Statutory Reference: ORS Ch. [197](#), Ch. 227

History: Ord. [1131](#) §2 (Part), 1990; Ord. [1171](#) §1(F), 1993; Ord. [1323](#) §1, 2002; Ord. [1392](#) § 4, 2007.

17.14.040 Conditional uses allowed.

In an MR zoning district, the following uses and their accessory uses are allowed, subject to GMC Chapter [17.70](#) (Conditional Uses), the development standards, and other regulations of this Title:

(1) Detached single-household dwelling constructed prior to the effective date of Ordinance 1522, ~~triplex, quadplex, townhouse, and cottage clusters.~~

(2) Church and associated buildings and structures.

(3) Community center, day care center, meeting hall.

(4) Mobile home park.

(5) Nursing homes and homes for the aged.

(6) School and associated structures and facilities.

(7) Utility facility provided no outside storage is involved.

(8) Local commercial uses listed under GMC Section [17.16.020](#) (uses permitted outright).

(9) Foster homes.

(10) Group homes.

(11) Planned unit development.

Statutory Reference: ORS Ch. [197](#), Ch. 227

History: Ord. [1131](#) §2, 1990; Ord. [1323](#) §1 (Part), 2002; Ord. [1515](#) §2 (Exh. B), 2022.

17.14.050 Dimensional standards.

Except as provided in GMC Chapter [17.38](#) (Planned Unit Development), Chapter [17.72](#) (Variances) and Chapter [17.76](#) (Exceptions), the following dimensional standards shall apply in an MR zoning district:

Minimum Lot Area		
Detached single household	5,000 sf	
Duplex	3,000 sf	
<u>Triplex</u>	<u>4,000 sf</u>	
<u>Quadplex</u>	<u>5,000 sf</u>	
<u>Cottage Cluster and Multi-household dwellings</u>	3,000 sf + 1,000 sf per dwelling unit	
<u>Townhouse project</u>	<u>1,200 sf average minimum per lot within the development</u>	
Other uses	5,000 sf	Or as established by the Planning Commission, as provided by GMC Chapter 17.70 (Conditional Uses)
Minimum Setbacks		
Front setback	20 ft	<ul style="list-style-type: none"> Architectural features such as cornices, eaves, gutters, chimneys and flues may project a maximum of two feet into a required setback area.
Side setback	5 ft	
Street-side setback	20 ft	
Rear setback	15 ft	

		<ul style="list-style-type: none"> • Townhouse projects are allowed a zero-foot side setback for lot lines where townhouse units are attached. • Cottage cluster minimum setbacks can be reduced to five feet, if there is more than 150 square feet per dwelling unit of common <u>courtyard space</u> open space provided, as defined in GMC Section <u>17.12.065(2)</u>.
Maximum Building Height	35 ft	Vertical projections such as chimneys, spires, domes, elevator shaft housings, towers, aerials, flagpoles and similar objects not used for human occupancy are not subject to building height limitations of this subsection.
Minimum Vegetation	At least 20 percent of the total area of the lot must be left or planted in <u>vegetation</u> trees, lot shrubs, grass, etc.	
Minimum Density		
	80 percent of the maximum. number of units allowed under Minimum Lot Area.	In no case shall the minimum density exceed 30 <u>25</u> units per net acre. <u>Exception.</u> Where an existing two-household or multi-household development is being altered or expanded, it shall not be required to comply with the minimum density standard provided the alteration or expansion does not result in a net loss of units. Mobile home parks shall provide a minimum density of eight units per net acre.

Maximum Density	None Based on maximum number of units allowed under Minimum Lot Area, above.	
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(1) All PUDs with residential uses must include a mix of two or more middle housing types for a minimum of 25 percent of the total dwelling units proposed.

(2) Exceptions in Case of Large Scale PUD. The dimensional standards of this section may be modified by the Planning Commission in the case of a plan and program for a large-scale planned unit development, providing modifications are not detrimental to the public health, safety and welfare and providing the Planning Commission determines there is provision for adequate public spaces and improvements for circulation, recreation, light, air and service needs of the developed tract and its relation to adjacent areas and for such covenants or other legal provisions as will assure conformity to the achievement of the plan.

Statutory Reference: ORS Ch. [197](#), Ch. 227

History: Ord. [1131](#) §2, 1990; Ord. [1289](#) §1, 2000; Ord. [1323](#) §1, 2002; Ord. [1515](#) §2 (Exh. B), 2022.

17.14.055 Cottage cluster standards.

The following dimensional standards apply to cottage cluster development in the MR zone. ~~R-5 zone.~~ Where conflicts arise between the standards within this section and elsewhere in the code, the standards of this section will supersede.

(1) Dimensional Standards

(a) Setbacks. Cottages shall maintain setbacks as provided by GMC Section 17.14.050. ~~Minimum Lot Size and Dimensions.~~ ~~Cottage clusters shall meet the minimum lot area standards that apply to detached single family dwellings in the R-5 zone.~~

(b) Setbacks and Building Separation.

(A) Setbacks. Cottage clusters shall meet the minimum setback standards:

(i) ~~Front setbacks: 10 feet~~

(ii) ~~Side setbacks: 5 feet~~

(iii) ~~Rear setbacks: 10 feet~~

(Bb) Building Separation. Cottages shall be separated by a minimum distance of six feet (6'). The minimum distance between all other structures, including accessory structures, shall be in accordance with building code requirements.

(c) Average Unit Size. The maximum average floor area for a cottage cluster is 1,400 square feet per dwelling unit. Community buildings shall be included in the average floor area calculation for a cottage cluster.

(d) Off-Street Parking.

(A) Required Off-Street Parking. The minimum number of required off-street parking spaces for a cottage cluster project is zero spaces per unit with a floor area less than 1,000 square feet and one space per unit with a floor area of 1,000 square feet or more. Spaces may be provided for individual cottages or in shared parking clusters. A credit for on-street parking shall be granted for some or all of the required off-street parking as provided in subsection (1)(d)(B) of this section.

(B) On-Street Credit. If on-street parking spaces meet all the standards in subsections (1)(d)(B)(i) through (iv) of this section, they shall be counted toward the minimum off-street parking requirement.

(i) The space must be abutting the subject site;

(ii) The space must be in a location where on-street parking is allowed by the jurisdiction;

(iii) The space must be a minimum of twenty-two feet (22') long; and

(iv) The space must ~~not obstruct a required sight distance area~~ comply with the clear vision standards of GMC Chapter 17.54.

(2) Design Standards. The following design standards apply to cottage cluster development in the MR zone. Where conflicts arise between the standards within this section and elsewhere in the code, the standards of this section will supersede.

(a) Cottage Orientation. Cottages must be clustered or abut around a common courtyard or ~~are~~ must be directly connected to it by a pedestrian path at least four feet wide, and must meet the following standards (see Figure 1):

(A) Each cottage within a cluster must either abut the common courtyard or must be directly connected to it by a pedestrian path that is at least four feet wide.

(B) A minimum of 50 percent of cottages within a cluster must be oriented to the common courtyard and must:

(i) Have a main entrance facing the common courtyard;

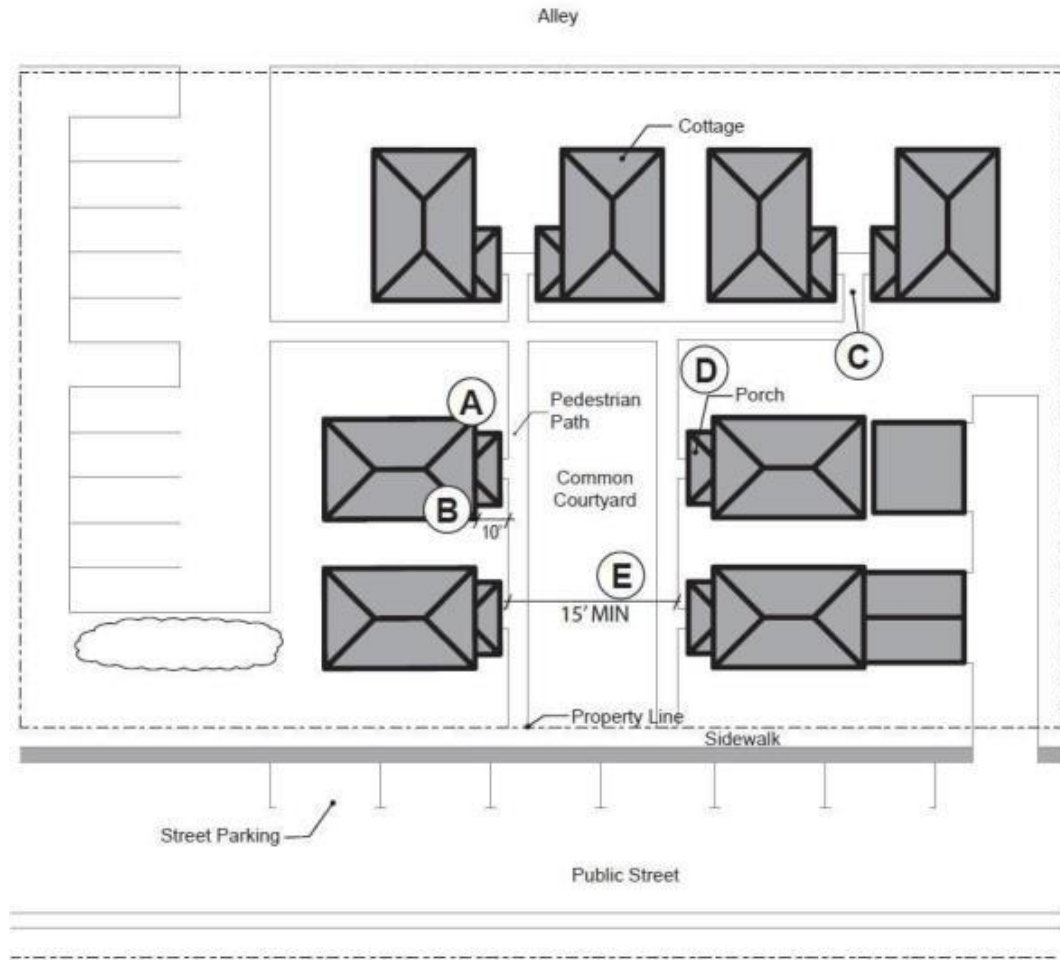
(ii) Be within 10 feet from the common courtyard, measured from the facade of the cottage to the nearest edge of the common courtyard; and

(iii) Be connected to the common courtyard by a pedestrian path at least four feet wide.

(C) Cottages within 20 feet of a street property line may have their entrances facing the street.

(D) Cottages not facing the common courtyard or the street must have their main entrances facing a pedestrian path that is directly connected to the common courtyard.

Figure 1. Cottage Cluster Orientation and Common Courtyard Standards



(b) Common Courtyard Design Standards. Each cottage cluster must share a common courtyard in order to provide a sense of openness and community of residents. Common courtyards must meet the following standards:

- (A) The common courtyard must be a single, contiguous piece.
- (B) The common courtyard must contain a minimum of 150 square feet per cottage within the associated cluster.
- (C) The common courtyard must be a minimum of 15 feet wide at its narrowest dimension.
- (D) The common courtyard shall be developed with a mix of landscaping, lawn area, pedestrian paths, and/or paved courtyard area, and may also include recreational amenities.

Impervious elements of the common courtyard shall not exceed 75 percent of the total common courtyard area.

(E) Pedestrian paths at least four feet wide must be included in a common courtyard. Paths that are contiguous to a courtyard shall count toward the courtyard's minimum dimension and area. Parking areas, required setbacks, and driveways do not qualify as part of a common courtyard.

(c) Pedestrian Access.

(A) An accessible pedestrian path that is at least four feet wide must be provided that connects the main entrance of each cottage to one or all the following:

- (i) The common courtyard;
- (ii) Shared parking areas;
- (iii) Community buildings; and
- (iv) Sidewalks in public rights-of-way abutting the site or rights-of-way if there are no sidewalks.

(B) The pedestrian path must be hard-surfaced and a minimum of four feet wide.

(d) Parking Location and Access.

(A) Off-street parking spaces and vehicle maneuvering areas shall not be located:

- (i) Within of 20 feet from any street property line, except alley property lines;
- (ii) Between a street property line and the front facade of cottages located closest to the street property line. This standard does not apply to alleys.

(B) Off-street parking spaces shall not be located within 10 feet of any other property line, except alley property lines. Driveways and drive aisles are permitted within 10 feet of other property lines.

(C) Clustered Parking. Off-street parking may be arranged in clusters and separated from common spaces by at least four feet of landscaping.

(e) Screening. Landscaping, fencing, or walls at least three feet tall shall separate clustered parking areas and parking structures from common courtyards and public streets.

(f) Garages and Carports.

(A) Garages and carports (whether shared or individual) must not abut common courtyards.

(B) Individual attached garages up to 200 square feet shall be exempted from the calculation of maximum building footprint for cottages.

(C) Individual detached garages must not exceed 400 square feet in floor area.

(D) Garage doors for attached and detached individual garages must not exceed 20 feet in width.

History: Ord. [1515](#) §2 (Exh. B), 2022.



PC RECOMMENDATION

PC Meeting Date: 06/20/2023

Planning Commission Recommendation of Approval to City Council

MR Zoning District (GMC 17.14) Code Amendments

File No.: TXT-23-01

Applicant or Presenter: City of Gladstone

Project Location: MR (Multi-Household Residential) Zoning District

Project Description: City staff propose updates to Chapter 17.14 (MR- Multi-Household Residential District) of the Gladstone Municipal Code (GMC).

SUMMARY OF RECOMMENDATION

The Gladstone Planning Commission recommends approval of the updates identified in TXT 23-01 to the City Council for a public hearing scheduled for July 11, 2023.

TXT 23-01 proposes updates to the text of Gladstone Municipal Code (GMC) Chapter 17.14 (MR- Multi-Household Residential) Zoning District. This recommendation includes the findings from the staff report regarding the proposed code amendments.

Recommended for Approval at a public hearing on June 20, 2023.

Signed this 22nd day of June, 2023.



Natalie Smith, Planning Commission Chair

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INCLUDED WITH STAFF REPORT

- A. Draft Amendments**
- B. Public Notice**

I. BACKGROUND INFORMATION

The MR Zoning District is the city’s highest density district. Development of residential land in this district is intended to provide a wide variety of housing options for residents at a variety of income levels.

Currently, the uses allowed outright in GMC Chapter 17.14 include duplex and multi-family dwellings. Conditional uses include detached single-household dwelling, triplex, quadplex, townhouse and cottage clusters. Requiring a conditional use permit for the review of a triplex, quadplex, townhouse or cottage cluster development requires a public hearing before the Planning Commission, increasing the cost of developing this type of middle housing. In addition, permitting new single-household dwellings, even through the conditional use process, allows development of MR land at a lower density and higher cost to residents. The R-7.2 and R-5 Zoning Districts are both designated “Single-Household Residential Districts” and are the appropriate city zoning for new detached single-household residences (formerly called single-family homes).

The proposed text amendments update the permitted and conditional uses in the MR Zoning District to allow outright all middle housing types (duplex, triplex, quadplex, townhouses and cottage clusters) as well as multi-household dwellings. The amendments also include prohibiting *new* single-household dwellings (existing single-household dwellings continue to be permitted and may be remodeled, expanded or even replaced).

In addition to permitted and conditional uses, the dimensional standards table has been updated to ensure clarity for each housing type.

Minimum and maximum density were also revised for clarity and to decrease the minimum density limit from 30 to 25 units per net acre. This was done to bring the density range better into alignment with minimum lot sizes and with housing market feasibility. For example, it is very unlikely that townhouses would be constructed under the current code requiring a minimum lot size of 5,000 square feet. Additionally, allowing the minimum density to be reduced to 25 may make townhouse and multi-household residential developments more feasible.

CURRENTLY:

Housing Type	Minimum Lot Size (sf)	Maximum Lots per acre	Maximum number of dwelling units	Minimum density
Duplex	3,000	14	28	22
Triplex	5,000	8	24	19
Quadplex	5,000	8	36	28
Cottage Cluster	5,000	N/A	Unknown	Unknown
Multi-household	3,000 + 1,000/du	N/A	40	32*
Townhouse	5,000	8	8	6^

*Minimum density would be reduced to 30 units/net acre

^Townhouses very unlikely to be built at this minimum lot size

AS PROPOSED:

Housing Type	Minimum Lot Size (sf)	Maximum Lots per acre	Maximum number of dwelling units	Minimum density
Duplex	3,000	14	28	22
Triplex	4,000	10	30	24
Quadplex	5,000	8	36	28*
Cottage Cluster	3,000 + 1,000/du	N/A	40	32*
Multi-household	3,000 + 1,000/du	N/A	40	32*
Townhouse	1,200 average^	36	36	28*

* Minimum density would be reduced to 25 units/net acre

^ Average minimum lot size in R-5 zoning district is 1,500 sf

II. PUBLIC NOTICE

Published In: Clackamas Review, DLCD's post-acknowledgment plan amendment website (PAPA), and on the Gladstone Website. The Planning Commission public hearing in November, was also advertised on the Gladstone Website and sent out in the Gladstone Weekly Update.

Mailed Notice sent: to all property owners of MR-zoned property on May 30, 2023.

Responses Received: Staff received emailed comments from DLCD regarding suggested changes to the proposed amendments. Staff incorporated the suggested changes and updated the amendments. DLCD confirmed that the updates satisfy their concerns. No other comments were received.

III. CONSISTENCY WITH STATEWIDE PLANNING GOALS

1. Goal 1 – Citizen Involvement: To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process.

Finding: Goal 1 requires the City to incorporate six key components in its public involvement program:

- Citizen Involvement: An officially recognized committee for public involvement broadly representative of geographic areas and interests related to land use and land-use decisions to provide for widespread public involvement;
- Communication: Mechanisms for effective two-way communication between the public and elected/appointed officials;
- Influence: Opportunities for the public to be involved in all phases of the planning and decision-making process including developing, evaluating, and amending plans;
- Technical Information: Access to technical information used in the decision-making process, provided in an accessible and understandable format;
- Feedback Mechanisms: Programs to ensure that members of the public receive responses from policymakers and that a written record for land-use decisions is created and made accessible; and,
- Financial Support: Adequate resources allocated for the public involvement program as an integral component of the planning budget.

The City conducted a Planning Commission Work Session on April 18, 2023 to discuss the proposed code updates. This work session was duly noticed and open to the public.

The Planning Commission is now conducting a public hearing with opportunities the public to review draft code amendments and discuss key aspects related to the proposed amendments. The City publicized these public meetings on their website, social media, newspaper print and individualized mailing to affected property owners. The amendments were publicized through the DLCD PAPA website and noticed to the interested agencies and the public.

Based on the findings above, the code amendments are consistent with Statewide Planning Goal 1.

Goal 2 – Land Use Planning: To establish a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions.

Finding: Statewide Planning Goal 2 requires each local government in Oregon to have and

follow a comprehensive land use plan and implementing regulations. Cities and counties must build their comprehensive plans on a factual base, and follow their plan when making decisions on appropriate zoning. City and county plans must be consistent with one another. Special district and state agency plans and programs must be coordinated with comprehensive plans.

The proposed amendments to the MR zone are consistent with the current Comprehensive Plan, which calls for high-density residential development within this zone. The Gladstone Comprehensive Plan identifies the following housing goal:

“To meet the housing needs of all segments of the population through optimum utilization of housing resources for the construction, rehabilitation and maintenance of a diversity of housing types at appropriate locations, price ranges and rent levels, while preserving and enhancing the integrity and identity of existing residential neighborhoods.”

The Comprehensive Plan also identifies “up to 40 units per acre” in the high density (MR) zoning district. The proposed amendments succeed at implementing the Comprehensive Plan housing policies.

Notice of the proposed amendment package for consideration was provided to Metro and DLCD through the Post-Acknowledgement Plan Amendment website and distribution system.

Therefore, the amendments, as proposed, are consistent with Statewide Planning Goal 2.

Goals 3 -4 – Agricultural and Forest Lands:

Finding: These goals are not applicable because the proposed amendments do not change the City of Gladstone policies required to meet these goals that are directed at rural areas and counties.

Goal 5 – Open Spaces, Scenic and Historic Areas, and Natural Resources: To protect natural resources and conserve scenic and historic areas and open spaces.

Finding: Goal 5 aims to protect natural resources and conserve scenic and historic areas and open spaces. Particularly in urban areas, the emphasis of Goal 5 is on the inventory and conservation of wetlands, riparian zones, and wildlife habitats. In addition to Goal 5, the City is required to comply with Metro Title 13 for all mapped resources located within the UGB. By meeting the requirements of Title 13, the City also complies with Goal 5 for riparian areas and wildlife habitat. Metro Title 13 is addressed in the findings for the Urban Growth Management Functional Plan.

The Gladstone Municipal code contains the following zoning overlays that were adopted by the City to provide protection for Significant Natural Resources under Statewide Planning Goal 5 and to comply with the provisions of OAR 660, Division 23:

- 17.25 HCAD—Habitat Conservation Area District;
- 17.26 OS—Open Space District;
- 17.27 WQ—Water Quality Resource Area District;

- 17.28 GW—Greenway Conditional Use District; and
- 17.29 FM—Flood Management Area District.

The proposed amendments do not modify these natural resource zoning overlay districts or historic preservation efforts. The Comprehensive Plan supports a variety of housing types and the amendments proposed through TXT-2022-02 do not propose any changes to the adopted inventories, the Comprehensive Plan Map, or the natural resource zoning districts in the Gladstone Municipal Code. Goal 5 does not directly apply to the amendments because no new Goal 5 program is advanced by this amendment and no existing Goal 5 program is changed by this amendment.

Based on the findings above, the Zoning Code Update to adopt the proposed amendments into the Gladstone Municipal Code is consistent with Statewide Planning Goal 5.

Goal 6 – Air, Water and Land Resources Quality: To maintain and improve the quality of the air, water and land resources of the state.

Finding: Goal 6 instructs local governments to consider protection of air, water and land resources from pollution and pollutants when developing comprehensive plans. The pollutants addressed in Goal 6 include solid waste, water waste, noise and thermal pollution, air pollution, and industry-related contaminants. Comprehensive Plans must demonstrate consistency with the administrative rules related to air, water, and land quality established by the Environmental Quality Commission (EQC).

Under the oversight of the EQC, the Oregon Department of Environmental Quality (DEQ) regulates air, water, and land through its permitting actions under the federal Clean Water Act and Clean Air Act. The Department of State Lands and the Army Corps of Engineers regulate jurisdictional wetlands and waters of the state and the country, respectively. The City of Gladstone Public Works department regulates impervious surface and stormwater runoff throughout the City through design standards applied to development. The Clackamas County Water Environmental Services and Oak Lodge also provide sewer and stormwater services for City residents. The Gladstone Municipal Code (GMC) has the following overlay districts that are related to water quality, wetlands, and surface water:

- 17.25 HCAD—Habitat Conservation Area District;
- 17.27 WQ—Water Quality Resource Area District; and
- 17.29 FM—Flood Management Area District.

While air quality is largely regulated by DEQ, the City can impose conditions of approval on land use approvals that require minimizing air pollution and carbon emission impacts through actions such as vegetative plantings and conservation.

The Federal Transit Administration and Federal Highway Administration enforce noise standards for federally-funded rail and highway projects. The Oregon Noise Control Act authorizes cities and counties to adopt and enforce noise ordinances and standards of their own. Gladstone regulates noise through the GMC Chapter 8.12 Noise Control, which designates prohibited noises and maximum permissible environmental noise and sound levels.

Gladstone's Zoning Code (Chapter 17) also includes noise-related provisions in several sections of the code, often referring to the City's Noise Ordinance in Chapter 8.12 or standards of the DEQ.

The proposed amendment package does not modify the existing water resource zoning overlay districts or the noise ordinance. The adoption of the TXT-23-01 amendments do not propose any changes to the adopted inventories, the Comprehensive Plan Map, or the water resource zoning districts in the Gladstone Municipal Code. Goal 6 does not directly apply to the proposed amendments, or comprehensive plan amendment because no new Goal 6 program is advanced by this amendment and no existing Goal 6 program is changed by this amendment.

Therefore, Goal 6 is not applicable to the amendments proposed through TXT-23-01 as the amendments do not propose to change comprehensive land use plan policies or implementing regulations for compliance with Statewide Planning Goal 6.

Based on the findings above, the Zoning Code amendment to adopt the TXT-23-01 amendments is consistent with Statewide Planning Goal 6.

Goal 7 – Areas Subject to Natural Disasters and Hazards: To protect people and property from natural hazards.

Finding: Goal 7 requires local comprehensive plans to address Oregon's natural hazards. Protecting people and property from natural hazards requires knowledge, planning, coordination, and education. Natural hazards applicable to Gladstone include floods, landslides, weak foundation soils, earthquakes, and wildfires. Goal 7 calls for local governments to respond to new hazard inventory information provided by federal and state agencies by adopting or amending plan policies and implementing measures as needed. For riverine flood hazards, local governments must adopt and implement local floodplain regulations that meet the minimum National Flood Insurance Program (NFIP) requirements. In implementing natural hazard plans and policies, the State goal urges local governments to do the following: coordinate plans with emergency preparedness and recovery programs; consider stormwater management as a means to address flood and landslide hazards; consider nonregulatory approaches to implementing hazard plans; and to require technical reports when reviewing development requests in hazard areas.

The City of Gladstone complies with Goal 7 by regulating development in hazard-prone areas through the Municipal Code, the Public Works Design Guidelines and MOU's with Clackamas County on fire response and other emergency preparedness efforts. The following Gladstone Municipal Code Chapters address flooding and landslides:

17.27 WQ—Water Quality Resource Area District.

17.29 FM—Flood Management Area District.

Additionally, the Design Review and Conditional Use land use processes address applicable natural hazards on a site specific basis.

The TXT-23-01 amendments do not modify existing zoning overlay districts or design standards related to protecting development from hazards. The adoption of the amendments

does not include any changes to the adopted inventories, the Comprehensive Plan Map, or the overlay zoning districts in the Gladstone Municipal Code. Goal 7 does not directly apply to the TXT-23-01 amendments because no new Goal 7 program is advanced by these amendments and no existing Goal 7 program is changed by this amendment package.

Therefore, Goal 7 is not applicable to the TXT-23-01 zoning code amendments because the amendments do not propose to change comprehensive land use plan policies or implementing regulations for compliance with Statewide Planning Goal 7.

Based on the findings above, to adopt the TXT-23-01 amendments is consistent with Statewide Planning Goal 7.

Goal 8 – Recreational Needs: To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.

Finding: Goal 8 requires local governments to plan for the recreation needs of their residents and visitors. The goal places priority on non-motorized forms of recreation, and recreation areas that serve high-density populations with limited transportation options and limited financial resources. It also places priority on recreation areas that are free or available at a low cost to the public.

The City of Gladstone has a robust system of parks, recreation facilities and trails, including 14 neighborhood parks, community gardens, and natural areas. All of Gladstone's parks are owned and managed by the City. The City completed a Parks Master Plan in 2017. Many of the current parks are included in the Open Space District that is regulated by Chapter 17.26 of the Gladstone Municipal Code.

The proposed amendments do not modify existing open space overlay districts or the Parks Master Plan. The adoption of the TXT-23-01 amendments does not propose any changes to the Parks Master Plan, adopted inventories, the Comprehensive Plan Map, or the overlay zoning districts in the Gladstone Municipal Code. Goal 8 does not directly apply to the TXT-23-01 amendments because no new Goal 8 program is advanced by this amendment and no existing Goal 8 program is changed by this amendment.

Therefore, Goal 8 is not applicable to the proposed amendments because the amendments do not propose to change comprehensive land use plan policies or implementing regulations for compliance with Statewide Planning Goal 8.

Based on the findings above, adopting the TXT-23-01 amendments is consistent with Statewide Planning Goal 8.

Goal 9 – Economy of the State: To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.

Finding: Goal 9 ensures cities and counties have enough land available to realize economic growth and development opportunities. Commercial and industrial development takes a variety of shapes and leads to economic activities that are vital to the health, welfare and prosperity of Oregon's citizens. To be ready for these opportunities, local governments perform Economic

Opportunity Analyses based on a 20-year forecast of population and job growth. The proposed amendments are related to the development of residential land and therefore do not propose to change comprehensive land use plan policies or implementing regulations for compliance with Statewide Planning Goal 9.

Based on the findings above, adopting the TXT-23-01 amendments is consistent with Statewide Planning Goal 8.

Goal 10 – Housing: To provide for the housing needs of citizens of the state.

Finding: Goal 10 concerns urban lands designated for residential use. Goal 10 requires the City to maintain and plan for an adequate land supply to accommodate at least 20 years of future growth, providing flexibility in housing location, type, and density (specifically at an overall density of 10 or more units/acre with the opportunity for 50 percent of new units to be attached single family or multifamily) to ensure the availability and prices of housing units are commensurate with the needs and financial capabilities of Oregon households.

Comprehensive plans are required to include an analysis of community housing needs by type and affordability, the recent housing needs assessment of housing development potential, and an inventory of residential land; contain policies for residential development and supportive services based on that analysis that increase the likelihood that needed housing types will be developed; and provide for an adequate supply of a variety of housing types consistent with identified policies and meeting minimum density and housing mix requirements (established by OAR 660, Division 007).

The findings for Goal 10 Housing, based on the City’s Housing Needs Analysis (HNA), include findings that demonstrate that Gladstone currently has a range of housing types, including single-family detached and attached homes, duplexes, multi-family, and mixed-use developments, and has a need for additional capacity to provide for needed housing during the next 20 years. The HNA provides information about the factors that could affect housing development, including demographics, affordability trends, workforce housing availability, and development patterns.

The Housing Needs Analysis was adopted in 2021 and includes the City’s buildable lands inventory (BLI) for housing within the UGB. The BLI is required by Goal 10 and ORS 197.296 to ensure that current use designations provide an adequate short- and long-term land supply for housing development for meeting existing needs and those of projected growth. It analyzes existing development patterns and intensity, land and development values, existing land use designations and zoning, and building constraints to determine where there is vacant land and/or land that is likely to be redeveloped and compares the existing supply of land to emerging trends and indicators for future estimates of demand. The proposed amendments do not propose to change the buildable lands inventory, or housing needs analysis.

The proposed changes to the MR zoning district would permit triplex, quadplex, cottage clusters and townhouses outright, similar to duplexes and multi-household dwellings currently are permitted outright. This will reduce time and cost barriers to development of these types of “middle housing”. The proposed changes also include prohibiting new single-household

dwellings (formerly called single-family detached dwellings) in the MR zoning district. This will allow the city's high density zone to be available to higher density housing types. Single-household dwellings continue to be permitted outright in the R-5 and R-7.2 zoning districts. Adding all middle housing types to the list of permitted uses in the MR zone also responds to the City's updated Housing Needs Analysis with the removal of barriers to housing production for residents of a wide range of income levels.

Based on the findings above the TXT-23-01 amendments are consistent with Statewide Planning Goal 10.

Goal 11 – Public Facilities and Services: To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.

Finding: The City conducted a Water System Master Plan and a Sanitary Sewer Master Plan in 2014. In 2017, a Sanitary Sewer Master Plan, Parks Master Plan and Transportation System Plan were completed. The proposed amendments do not propose any changes to the adopted master plans, the Comprehensive Plan Map, or the Gladstone Municipal Code. The amendments do not propose to change the comprehensive land use plan policies or implementing regulations regarding public facilities and services for compliance with Statewide Planning Goal 11.

Based on the findings above, the adoption of the TXT-23-01 amendments is consistent with Statewide Planning Goal 11.

Goal 12 – Transportation: To provide and encourage a safe, convenient and economic transportation system.

Finding: Goal 12 is implemented by Oregon Administrative Rules (OAR) Chapter 660, Division 12. Local governments are required to adopt a transportation system plan (TSP) and land use regulations to implement the TSP. OAR 660-012-0060 requires any comprehensive plan amendment to be evaluated according to the terms outlined in that OAR to demonstrate whether they will have a significant impact on the transportation system. The City of Gladstone completed a Transportation System Plan in 2017. The proposed amendments do not propose any changes to the adopted Transportation System Plan, the Comprehensive Plan Map, or the Gladstone Zoning Map with regard to transportation. The TXT-23-01 amendments propose no new Goal 12 program and no existing Goal 12 program, or standard, is changed by this amendment package. The amendments do not propose to change the comprehensive land use plan policies or implementing regulations regarding transportation and compliance with Statewide Planning Goal 12.

Based on the findings above, the proposed amendments are consistent with Statewide Planning Goal 12.

Goal 13 – Energy Conservation: To conserve energy.

Finding: Goal 13 requires that land and uses developed on the land shall be managed and controlled so as to maximize the conservation of all forms of energy, based upon sound economic principles. The TXT-23-01 amendments package does not modify existing design standards or land use regulations related to energy conservation. The adoption of the proposed amendments does not propose any changes to the adopted inventories, the Comprehensive Plan Map, or the Gladstone Municipal Code. Goal 13 does not directly apply to the proposed amendments because no new Goal 13 program is advanced by this amendment and no existing Goal 13 program is changed by this amendment. Therefore, Goal 13 is not applicable to the TXT-23-01 amendments because the amendment package does not propose to change comprehensive land use plan policies or implementing regulations for compliance with Statewide Planning Goal 13.

Based on the findings above, to adopt the TXT-23-01 amendments, is consistent with Statewide Planning Goal 13.

Goal 14 – Urbanization: To provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.

Finding: The entirety of the city and its Urban Growth Management Area is located within the Regional Urban Growth Boundary (UGB). As such, this text amendment will not result in the transition of any land from rural to urban uses, or result in population or employment growth outside of the UGB. The proposed amendments do not modify the Gladstone Urban Growth Management Area, the UGB, or existing zoning requirements related to urbanization. The adoption of the TXT 23-01 amendments does not propose any changes to the adopted inventories, the Comprehensive Plan Map, or the Gladstone Zoning Map. Goal 14 does not directly apply to the amendments because no new Goal 14 program is advanced by this amendment and no existing Goal 14 program is changed by this amendment. Therefore, Goal 14 is not applicable to the TXT-23-01 amendments because the amendment package does not propose to change comprehensive land use plan policies or implementing regulations for compliance with Statewide Planning Goal 14.

Based on the findings above, adopting the TXT-23-01 amendments is consistent with Statewide Planning Goal 14.

Goal 15 – Willamette River Greenway: To protect, conserve, enhance and maintain the natural, scenic, historical, agricultural, economic and recreational qualities of lands along the Willamette River as the Willamette River Greenway.

Finding: Gladstone is bordered on one side by the Willamette River and the Greenway. Therefore, the Gladstone Municipal Code includes Chapter 17.28 that establishes the land use regulations related to the Greenway Conditional Use District. The proposed amendments do not modify the Greenway Conditional Use District, or existing zoning requirements related to the Willamette River Greenway. The adoption of the TXT-23-01 amendments do not propose any changes to the adopted inventories, the Comprehensive Plan Map, or the Gladstone Municipal Code Chapter 17.28. Goal 15 does not directly apply to the amendments because no new Goal 15 program is advanced by this amendment and no existing Goal 15 program is

changed by this amendment. Therefore, Goal 15 is not applicable to the TXT-23-01 amendments because it does not propose to change comprehensive land use plan policies or implementing regulations for compliance with Statewide Planning Goal 15.

Based on the findings above, to adopt the TXT-23-01 is consistent with Statewide Planning Goal 15.

Goals 16-19 – Estuarine Resources, Coastal Shore lands, Beaches and Dunes, and Ocean Resources:

Finding: The City of Gladstone is not subject to these four Statewide Planning Goals. Therefore, they are not applicable to the proposed amendments found in the TXT-23-01 amendment package.

IV. FINDINGS RELATED TO GLADSTONE MUNICIPAL CODE

Once the proposed amendments are adopted by City Council, the TXT-23-01 amendments package will be consistent with all of the Statewide Planning Goals.

The City of Gladstone planning staff finds:

17.68.010 AUTHORIZATION TO INITIATE AMENDMENTS.

(1) An amendment to the text of this title or the Comprehensive Plan may be initiated by the City Council, the City Planning Commission or the City Administrator or his designee.

(2) An amendment to the Zoning Map or to the Comprehensive Plan Map may be initiated by:

(a) The City Council;

(b) The City Planning Commission;

(c) The City Administrator or his designee; or

(d) By application of a property owner, contract purchaser or authorized agent of the subject property.

(3) The request by a property owner for a map amendment shall be accomplished by filing an application with the city using forms prescribed by the city and submitting the information required from the applicant under Section 17.68.050.

Finding: The request came from the City Administrator or [their] designee. This criterion is met.

17.68.020 Review process. *Applications under this chapter shall be reviewed pursuant to GMC Division VII (administrative procedures).*

Finding: The proposed amendments are being reviewed by the Planning Commission at a public hearing on June 20, 2023, at which time the Planning Commission will make a recommendation of approval to the City Council. The Council will conduct a public hearing and make a decision on the amendments at their meeting on July 11, 2023. Notice of these public hearings was publicized as required. The TXT-23-01 amendments package is being reviewed according to GMC Division VII. This criterion is met.

17.68.040 Conditions.

(1) City Council may require conditions. When necessary to properly relate new developments to existing or anticipated conditions in the vicinity or to make possible a higher quality of development than would otherwise be possible, the City Council may determine that a zone change will be accompanied by the acceptance or accomplishment of certain specified conditions. Conditions and requirements invoked pursuant to a zoning map amendment shall thereafter apply to the property so zoned.

(2) Acceptance of conditions. Such conditions shall be designed to further the objectives of the comprehensive plan and the zoning ordinance codified in this title and shall clearly set forth, in written form or upon drawings, all restrictions and requirements which will be applicable to the property rezoned. Where a zone change is made subject to such conditions, it shall become effective upon written acceptance and filing of the applicable terms and conditions by the property owner and by any other person intending to have an ownership interest in or to develop the property. The signed acceptance of conditions shall be filed with the City Recorder and a certified copy shall also be filed in the county deed records at the expense of the petitioner.

(3) Type of conditions. Conditions may include special measures designed to limit use or density, screen or separate buildings or portions of the site from adjoining property; limit access from important thoroughfares or through residential areas; provide additional right-of-way for an abutting street, preserve or provide public access to greenspace, floodplains, or river frontage; improve bicycle or pedestrian safety and connectivity; or improve transit capacity and efficiency.

(4) No variance of ordinance standards. In connection with the adoption of a zoning amendment, ordinance standards may be varied only when the Planning Commission finds that the development proposed and covered by specific limiting conditions will provide benefits and safeguards equal to or better than those possible under a strict interpretation of the zoning ordinance. In no case shall a use not specifically permitted within the zoning district be allowed under this section and Section 17.68.050. When circumstances as described in GMC Section 17.72.020 (circumstances for granting) exist, the regular variance procedures shall be followed.

(5) Building permit conditions. In addition to conditions as described above in this section, the Council may also provide that a zoning amendment will become effective upon satisfactory performance by the applicant of certain conditions or actions, such as a bona fide application for a building permit within a specified period of time.

Finding: Staff are not recommending any special conditions. This criterion does not apply.

17.68.050 Evidence supplied by applicant. *The applicant seeking a zoning map change pursuant to the provisions of GMC Section 17.68.010 must show by a preponderance of the evidence all of the following, unless otherwise provided for in this title:*

(1) Granting the request fulfills a public need; the greater departure from present development policies or land use patterns, the greater the burden of the applicant.

(2) The public need is best carried out by granting the petition for the proposed action, and that need is best served by granting the petition at this time.

(3) The proposed action is consistent with the comprehensive plan and Metro's Functional Plan (Metro Code 3.07), and the Transportation Planning Rule (OAR 660-012-0060).

(4) Proof of significant change in a neighborhood or community or a mistake in the planning or zoning for the property under consideration, when relevant.

(5) The property and affected area is presently provided with, or concurrent with development can be provided with, adequate public facilities, including, but not limited to, the planned function, capacity, and performance standards of the transportation system as adopted in the transportation system plan.

(6) The transportation system is capable of safely supporting the uses allowed by the proposed designation in addition to the existing and planned uses in the area, consistent with the Transportation Planning Rule (OAR 660-012-0060). Requirements of the State Transportation Planning Rule shall apply to those land use actions that significantly affect the transportation system, as defined by OAR 660-012-0060.

Finding: This project is proposing an update to the permitted and conditional uses and dimensional and density standards of the MR zoning district. No zoning map change is proposed. No changes are proposed that would affect the service of public utilities or transportation patterns. This standard is met.

17.70.10 Authorization to grant or deny.

2) Conditions of Approval. In addition to the specific requirements of this title, including those set forth in GMC Chapter 17.62 (special uses), and the comprehensive plan, approval of a conditional use may be granted subject to additional conditions that are found necessary to protect the best interests of the surrounding area or the city as a whole. These conditions may include, but are not limited to, the following:

- (a) Limiting the hours, days, place and manner of operation;*
- (b) Requiring design features that minimize environmental impacts such as noise, vibration, smoke, dust, fumes and glare;*
- (c) Requiring increased setbacks, lot area, lot depth and lot width;*
- (d) Limiting building height, size, lot coverage and location on the site;*
- (e) Designating the size, number, location and design of vehicle access points;*
- (f) Requiring street right-of-way to be dedicated and streets to be improved;*
- (g) Requiring landscaping, screening, drainage and surfacing of parking and loading areas;*
- (h) Limiting the number, size, location, height and lighting of signs;*
- (i) Regulating the location and intensity of outdoor lighting;*
- (j) Requiring a sight-obscuring fence or hedge to screen the conditional use from adjacent to or nearby property;*
- (k) Construction of off-site transportation improvements to mitigate impacts resulting from*

*development that relate to capacity deficiencies and public safety; and
(l) Upgrade or construct public facilities to city standards.*

Finding: Currently there are no conditions recommended. This criterion is met.

V. CONSISTENCY WITH METRO'S FUNCTIONAL PLAN (METRO CODE 3.07)

Title 1: Housing Capacity

Title 3: Water Quality And Flood Management

Title 4: Industrial and Other Employment Areas

Title 6 Centers, Corridors, Station Communities and Main Streets

Finding: The proposed amendments to the MR zoning district do not significantly alter residential capacity within the city. The proposed amendments will change the review type for triplex, quadplex, cottage cluster and townhouse developments, as well as prohibit new single-household dwellings. The proposed amendments also alter dimensional and density standards slightly to clarify standards, reflect market feasibility and reduce barriers to medium- and high-density residential construction. The proposed amendments do not modify the water quality, floodplain, habitat conservation area, or zoning district areas that are addressed in Metro's Functional Plan. These criteria are met.

VI. CONSISTENCY WITH TRANSPORTATION PLANNING RULE

OAR 660-012-0060 requires: (1) If an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation (including a zoning map) would significantly affect an existing or planned transportation facility, then the local government must put in place measures as provided in section (2) of this rule, unless the amendment is allowed under section (3), (9) or (10) of this rule. A plan or land use regulation amendment significantly affects a transportation facility if it would:

- (a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);
- (b) Change standards implementing a functional classification system; or
- (c) Result in any of the effects listed in paragraphs (A) through (C) of this subsection.

Finding: The proposed zoning code amendments do not change the functional class of any existing or planned transportation facility or change the standards implementing a functional classification system. This criterion is met.

CONCLUSION

Based on the findings identified above, the city finds that the proposed code amendments meet the required Gladstone, Metro and State of Oregon requirements for approval.

The Planning Commission recommends approval of TXT-23-01 MR Zoning District Amendments to the City Council.

City of Gladstone Staff Report

Report Date: July 3, 2023
Meeting Date: July 11, 2023
To: City Council
From: City Administrator Jacque Betz
City Recorder Tami Bannick

AGENDA ITEM

Consider approval of Resolution No. 1221, a resolution submitting to the registered voters of the City a continued local option tax at a rate of \$.68 per \$1,000 assessed value annually for five years to provide police services.

BACKGROUND

The Police and Communications Levy will expire in 2024. The levy was originally approved by the voters in November, 1998. Since then, it has been renewed every five years, with the most recent approval in 2018. The existing and current levy rate until 2024, is \$0.68 per \$1,000, and funds approximately 18.2% of the total Gladstone Police Department 2023-2025 Biennial Budget.

The levy funds the Code Enforcement Officer (to administer code violations), School Resource Officer, the K9 Officer program and the Executive Assistant position. In addition, other services and equipment needs are covered to maintain police service levels.

PROPOSAL

Place a Police and Communications Levy renewal measure on the November 2023 ballot for the already existing rate of \$0.68 per \$1,000.

If the levy does not pass, the Police Department will no longer be able to fund the Code Enforcement Officer, School Resources Office, the K9 Officer program and the Executive Assistant position. Communication and other services and equipment will also be reduced.

OPTIONS

- Place a levy renewal on the November 2023 ballot to fund current service levels.
- Do not place a levy renewal on the November 2023 ballot. Direct staff to reconfigure the police and communications services based on a reduced budget.

STAFF RECOMMENDATION

Consider approval of Resolution No. 1221, a resolution submitting to the registered voters of the City a continued local option tax at a rate of \$.68 per \$1,000 assessed value annually for five years to provide police services.

Department Head
Signature

Date


City Administrator
Signature

7-5-23
Date

RESOLUTION NO. 1221

CITY OF GLADSTONE, OREGON

***A RESOLUTION SUBMITTING TO THE REGISTERED VOTERS OF THE CITY A
CONTINUED LOCAL OPTION TAX AT A RATE OF \$.68 PER \$1,000 ASSESSED VALUE
ANNUALLY FOR FIVE YEARS TO PROVIDE POLICE SERVICES***

WHEREAS, police services is a basic and vital city service for the citizens of Gladstone; and

WHEREAS, the Gladstone Police Department’s staffing levels, without the local option tax, would be lower than the statewide average; and

WHEREAS, in 1998 the Gladstone voters approved a five-year local option tax that became effective in 1999 that was renewed in 2002, 2008, 2012 and 2018; and

WHEREAS, this levy rate is the same rate that was approved by the voters in 2018; and

WHEREAS, this measure, if approved, would continue funding the positions of needed Police Department staff at current service levels; and

WHEREAS, this proposed tax measure is outside the limitation imposed by Section 11, Article XI of the Oregon Constitution and must be submitted to the voters of the City for their approval:

The City of Gladstone Resolves as follows:

SECTION 1. An election is hereby called for the City of Gladstone, Clackamas County, Oregon, for the purpose of submitting to the legal voters of the City the following:

QUESTION: Shall Gladstone renew the operating levy of \$0.68 per \$1,000 for police services for five years beginning 2024-2025?

SECTION 2. Tuesday, November 7, 2023, is hereby designated the date for holding the election for the purpose of voting on the measure as stated in Section 1, which election will be by mail-in ballot in the City of Gladstone, Clackamas County, Oregon.

SECTION 3. The precincts for said election shall be and constitute all of the territory included within the corporate limits of the City of Gladstone.

SECTION 4. The ballot title certified by the City Council shall be:

CAPTION: RENEWAL OF CURRENT OPERATING LEVY FOR POLICE SERVICES

QUESTION: Shall Gladstone renew the operating levy of \$0.68 per \$1,000 for police services for five years beginning 2024-2025?

SUMMARY: This measure renews the current police operating levy that will expire in June 2024. The City Council placed this measure on the ballot to maintain existing police services such as:

- Consistent, continuous police services 24/7
- Police station operations in downtown Gladstone
- Community Service Officer
- School Resource Officer
- K9 officer program

Maintain connection with the regional County dispatch center (CCOM) to handle 911 priority calls and emergency response for fire, police, ambulance, and search and rescue

- Crime prevention efforts / problem-oriented policing
- Other services and equipment to maintain police service levels

With these positions, the Police Department is able to continue to respond to emergency situations in a timely and effective manner and to provide consistent police services 24/7.

Estimated amounts to be raised by this levy:

2024-2025	\$803,529
2025-2026	\$827,635
2026-2027	\$852,464
2027-2028	\$878,038
2028-2029	\$904,379
 Total:	 \$4,266,044

SECTION 5: In compliance with the Gladstone Municipal Code and ORS 251.345, the City Recorder is authorized to submit an impartial explanatory statement for the Clackamas County Voters’ Pamphlet on behalf of the City.

SECTION 6: A copy of this ballot title and the associated explanatory statement shall be published in the next available edition of a newspaper of general distribution in the City as well as notice of the seven-day challenge period as required in ORS 250.296.

SECTION 7: Each section of this resolution, and any part thereof, is severable. If any part of this resolution is held invalid by a court of competent jurisdiction, the remainder of this resolution shall remain in full force and effect.

SECTION 8: This resolution is effective immediately upon adoption by the City Council.

THIS RESOLUTION ADOPTED by the Common Council and approved by the Mayor this _____ day of _____, 2023.

ATTEST:

Michael Milch, Mayor

Tami Bannick, City Recorder

City of Gladstone Renewal of Current Operating Levy for Police Services Explanatory Statement

What is Gladstone's Police Services Levy?

The City of Gladstone provides police services to respond to calls for assistance in the community. If the measure passes, the City would continue to have enough funding to maintain police services at their existing levels. The levy would continue the current level of service and staffing to serve the Gladstone community.

If the measure passes, would the Police Services Levy cost taxpayers?

The levy would continue the current rate of \$0.68 per \$1,000 of assessed value, unchanged from today. The cost per household for a home with an assessed value of \$242,000 (different from market value) would be, on average, about \$165 per year.

If the measure does not pass, services that are currently paid from the Police Services Levy would have to be taken out of the existing budget, requiring service and staffing reductions. The City could no longer support consistent, continuous police services 24/7, operating from the police station in downtown Gladstone.

The following specific services would not be supported: Community Service and School Resource officers; K9 officer program; Gladstone's share of costs for the regional County dispatch center (CCOM) that handles 911 priority calls; crime prevention program; other services and equipment purchases.

What is the City's history with the Police Services Levy?

The Police Services Operating Levy was first authorized by voters in November, 1998. In 2002, 2008 and 2012 voters re-authorized the Police Services Operating Levy. In 2018, voters again approved (74% Yes) the current tax which expires in 2024. This proposed levy would maintain the current rate of \$0.68 per \$1,000 of assessed value for five years starting July 2024 through June 2029. **The proposed levy is a renewal request, not a new tax.**

QUICK FACTS

If this measure passes, it would renew the current Police Operating Levy that expires in June 2024. The City Council placed this measure on the ballot for voters' consideration. If passed, the levy would maintain existing police services:

- Consistent, continuous police services 24/7
- Police station operations in downtown Gladstone
- Community Service Officer
- School Resource Officer
- K9 officer program
- Regional County dispatch center (CCOM) handles 911 priority calls – Gladstone's share
- Crime prevention
- Other services/equipment

City of Gladstone Staff Report

Report Date: July 3, 2023
Meeting Date: July 11, 2023
To: City Council
From: City Administrator Jacque Betz
City Recorder Tami Bannick

AGENDA ITEM

Consider approval of Resolution No. 1222, a resolution submitting to the registered voters of the City a continued local option tax at a rate of \$.31 per \$1,000 assessed value annually for five years to provide fire and emergency medical services.

BACKGROUND

The Fire and Emergency Medical Services Levy will expire in 2024. The Levy was originally approved by the voters in November 1998. Since then, it has been renewed every five years, with the most recent approval in 2018. The existing and current levy rate until 2024 is \$.031 per \$1,000, and funds approximately 18.0% of the total Fire and Emergency Services 2023-2025 Biennial Budget.

The levy fund contributes toward paying for the current fire services contract with Clackamas Fire District, budgeted under the General Fund. Because the levy is maintained within a dedicated fund it is separate from the General Fund.

The levy helps fund the following services;

- 24/7 Staffing at the Gladstone Fire Station with three firefighters, including at least one paramedic.
- Chief Officer coverage for command and control of emergencies and other duties
- Emergency medical services
- Fire inspections and plan review
- Public education and risk reduction services
- Fire investigation
- Rescue services to include hazardous materials, water rescue, and technical rescue
- Emergency management collaboration.

PROPOSAL

Place a Fire and Emergency Medical Services Levy renewal measure on the November 2023 ballot for the already existing rate of \$.31 per \$1,000.

If the levy does not pass, the City will renegotiate its agreement with Clackamas Fire District to reduce service or terminate the contract early.

OPTIONS

- Place a levy renewal on the November 2023 ballot to fund current service levels.
- Do not place a levy renewal on the November 2023 ballot. Direct staff to reconfigure fire and medical services based on a reduced budget.

STAFF RECOMMENDATION

Consider approval of Resolution No. 1222, a resolution submitting to the registered voters of the City a continued local option tax at a rate of \$.31 per \$1,000 assessed value annually for five years to provide fire and emergency medical services.

Department Head
Signature

Date

Jacqueline M. Betz

City Administrator
Signature

Date

7-5-23

RESOLUTION NO. 1222

CITY OF GLADSTONE, OREGON

A RESOLUTION SUBMITTING TO THE REGISTERED VOTERS OF THE CITY A CONTINUED LOCAL OPTION TAX AT A RATE OF \$.31 PER \$1,000 ASSESSED VALUE ANNUALLY FOR FIVE YEARS TO PROVIDE FIRE AND EMERGENCY MEDICAL SERVICES

WHEREAS, fire and emergency medical services are basic and vital city services for the citizens of Gladstone; and

WHEREAS, the Gladstone Fire Station’s staffing levels, without the local option tax, would not be sufficient to provide the proper level of fire protection or requisite management level to support those positions; and

WHEREAS, in 1998 the Gladstone voters approved a five-year local option tax that became effective in 1999 that was renewed in 2002, 2008, 2012, and 2018; and

WHEREAS, In April 2022, the City entered into an intergovernmental agreement with Clackamas Fire District #1 to operate Gladstone’s fire station at 555 Portland Avenue and to provide fire protection and emergency services to all of Gladstone’s residents and businesses; and

WHEREAS, this levy rate is the same rate that was approved by the voters in 2018; and

WHEREAS, this measure, if approved, would continue funding the positions of needed fire and emergency medical staff at current service levels; and

WHEREAS, this proposed tax measure is outside the limitation imposed by Section 11, Article XI of the Oregon Constitution and must be submitted to the voters of the City for their approval:

The City of Gladstone Resolves as follows:

SECTION 1. An election is hereby called for the City of Gladstone, Clackamas County, Oregon, for the purpose of submitting to the legal voters of the City the following:

QUESTION: Shall Gladstone renew operating levy of \$0.31 per \$1,000 for fire and medical services for five years beginning 2024-2025?

SECTION 2. Tuesday, November 7, 2023, is hereby designated the date for holding the election for the purpose of voting on the measure as stated in Section 1, which election will be by mail-in ballot in the City of Gladstone, Clackamas County, Oregon.

SECTION 3. The precincts for said election shall be and constitute all of the territory included within the corporate limits of the City of Gladstone.

SECTION 4. The ballot title certified by the City Council shall be:

CAPTION: RENEWAL OF CURRENT OPERATING LEVY FOR FIRE AND MEDICAL SERVICES

QUESTION: Shall Gladstone renew operating levy of \$0.31 per \$1,000 for fire and medical services for five years beginning 2024-2025?

SUMMARY: This measure renews the current fire and emergency medical services operating levy which will expire in June 2024. The City Council placed this measure on the ballot to maintain existing services for fire protection and emergency medical response such as:

- Current staffing level (3 firefighters at Gladstone station) to maintain current response times for emergency calls
- Includes paramedic on duty 24/7
- Chief officer coverage for command and control of emergencies and other duties
- Fire protection services; response to structure and wildland fires
- Response to medical emergencies, vehicle crashes
- Training and equipping firefighters and paramedics
- Mutual assistance with Portland, Tualatin Valley Fire & Rescue and other surrounding fire departments
- Purchasing capital equipment: fire engines, resource vehicles, protective equipment to maintain existing fire protection and emergency medical services

Estimated amounts to be raised by this levy:

2024-2025:	\$336,315
2025-2026:	\$377,304
2026-2027:	\$388,623
2027-2028:	\$400,282
2028-2029:	\$412,290
TOTAL:	\$1,944,814

SECTION 5: In compliance with the Gladstone Municipal Code and ORS 251.345, the City Recorder is authorized to submit an impartial explanatory statement for the Clackamas County Voters’ Pamphlet on behalf of the City.

SECTION 6: A copy of this ballot title and the associated explanatory statement shall be published in the next available edition of a newspaper of general distribution in the City as well as notice of the seven-day challenge period as required in ORS 250.296.

SECTION 7: Each section of this resolution, and any part thereof, is severable. If any part of this resolution is held invalid by a court of competent jurisdiction, the remainder of this resolution shall remain in full force and effect.

SECTION 8: This resolution is effective immediately upon adoption by the City Council.

THIS RESOLUTION ADOPTED by the Common Council and approved by the Mayor this _____ day of _____, 2023.

ATTEST:

Michael Milch, Mayor

Tami Bannick, City Recorder

City of Gladstone Renewal of Current Operating Levy for Fire and Medical Services Explanatory Statement

What is Gladstone's Fire and Medical Services Levy?

The Fire and Medical Services Levy, if passed, would continue Gladstone's existing level of fire and medical services—and current staffing.

In April 2022, the City entered into an intergovernmental agreement with Clackamas Fire District #1 to operate Gladstone's fire station at 555 Portland Avenue and to provide fire protection and emergency services to all of Gladstone's residents and businesses.

Clackamas Fire District #1 protects 220,000 residents over 228 square miles from 22 community fire stations (one in Gladstone).

If the measure passes, would the Fire Services Levy cost taxpayers?

The levy renewal would continue the rate of \$0.31 per \$1,000 of assessed value, unchanged from today. The cost per household for a home with an assessed value of \$242,000 (different than market value) would be, on average, about \$75.

If the levy does not pass, beginning July 2024 the City will be unable to pay Clackamas Fire District #1 for its current level of service, which includes staffing the Gladstone fire station 24/7 with 3 firefighters, including at least one paramedic. Then, the City of Gladstone and Clackamas Fire District will renegotiate to reduce the level of services provided or terminate the agreement.

What is the City's history with the Fire and Medical Services Levy?

This tax levy was first authorized by voters in November of 1998. In 2002, 2008, and 2012 voters re-authorized a levy. In 2018, voters again approved (80% Yes) the Fire and Medical Services Levy that expires in 2024. If this levy passes, it would maintain the current rate of \$0.31 per \$1,000 of assessed value for five years starting July 2024 through June 2029. **The proposed levy is a renewal request, not a new tax measure.**

QUICK FACTS

If the measure passes, it would enable Gladstone to maintain current fire and emergency medical services:

- Current staffing levels (3 firefighters at Gladstone station) and current response time for 911 calls, 24/7/365
- Includes paramedic on duty 24/7
- Chief officer coverage for command and control of emergencies and other duties
- Fire protection services; response to structure and wildland fires
- Response to medical emergencies, vehicle crashes
- Training and equipping firefighters and paramedics
- Mutual assistance with Portland, Tualatin Valley Fire & Rescue and other surrounding fire departments
- Purchasing capital equipment: fire engines, resource vehicles, protective equipment

City of Gladstone Staff Report

Report Date: June 29, 2023
Meeting Date: July 11, 2023
To: Gladstone City Council
From: John Schmerber, Chief of Police

AGENDA ITEM

Consider approval of an Intergovernmental Agreement between the City of Gladstone and the Clackamas County Juvenile Department, specifically for Juvenile Diversion Program Services.

History/Background

Since 2019, The City of Gladstone Police Department has collaborated with the Clackamas County Juvenile Department, who originally contracted with Parrot Creek. In 2020, the Juvenile Department partnered with Latino Network utilizing the Restoring Individuals, Communities, and Hope (RICH) Diversion Program. The RICH Diversion Program provides community-based interventions for all Clackamas County youth who have committed low-level first offenses and are generally at low risk to reoffend. The program utilizes restorative justice values and principles where youth are held accountable to their victims and community.

Access to the RICH Program is determined by the Clackamas County Juvenile Department. If the offense committed by the youth is minor and a first offense, the Juvenile Department will refer the case over to the RICH Program. The program coordinator will contact parents inquiring about the youth's participation in the program and if agreed, all parties enter into an agreement. I have attached a Latino Network brochure to this staff report, which explains in more detail about the program and eligibility.

Providing our youth the opportunity to learn from their mistakes through intervention to make better choices in the future is a philosophy the Gladstone Police Department believes in. Additionally, it allows the Clackamas County Juvenile Department to focus on youth who have a medium to high risk to reoffend.

Data received from Latino Network shows that since 2021, the Clackamas County Juvenile Department referred 42 Gladstone cases over to the RICH Diversion Program. Twenty-nine of the forty-two cases met the Diversion Criteria and Participated in RICH.

Proposal

The City of Gladstone Police Department supports the efforts of the Clackamas County Juvenile Department to contract with Latino Network. The RICH Diversion Program is recognized as an integral resource to the juvenile justice system and community as a whole. The Clackamas County Juvenile Department is asking all cities to help subsidize the referral costs. The suggested contribution for the City of Gladstone is \$2,500 and is based on the size of the city. The work being conducted by Latino Network is well worth the investment to intervene early with our youth for the purpose of helping develop good strong community members.

Options

- Continue to help the Clackamas County Juvenile Department in subsidizing the RICH Diversion Program
- To not provide further financial assistance to the Clackamas County Juvenile Department

Cost Impact

- \$2,500. This cost is budgeted

Recommended Staff Action

The Police department recommends continued support of the RICH Diversion Program. The Police Department also recommends the city enter into an Intergovernmental Agreement between the Clackamas County Juvenile Department and the City of Gladstone, effective July 1, 2023 through June 30, 2024.

Department Head
Signature

Date

Jaquie M. Betz
City Administrator
Signature

7/5/23
Date

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY JUVENILE DEPARTMENT
AND THE CITY OF GLADSTONE, OREGON**

THIS AGREEMENT (this “Agreement”) is entered into and between Clackamas County (“County”), a political subdivision of the State of Oregon, and the City of Gladstone, Oregon (“City”), an Oregon municipal corporation, collectively referred to as the “Parties” and each a “Party.”

RECITALS

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

This agreement provides the basis for a cooperative working relationship for the purpose of County providing to City Diversion Program services for at-risk youth who live within the City limits and are referred from the Clackamas County Juvenile Department to Diversion Program services as part of the Clackamas County Juvenile Crime Prevention Plan.

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

TERMS

1. **Term.** This Agreement shall be effective July 1, 2023, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2024, whichever is sooner.
2. **Scope of Work.** The County agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein (“Work”).
3. **Consideration.** The City agrees to pay County, from available and authorized funds, a sum not to exceed two thousand five hundred dollars (\$2,500) for accomplishing the Work required by this Agreement.
4. **Payment.** County will bill City for fiscal year 2023-24. Payment is due within 30 days of invoice. Payment is to be sent to County’s Contact listed in paragraph 9 below.
5. **Representations and Warranties.**
 - A. *City Representations and Warranties:* City represents and warrants to County that City has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of City enforceable in accordance with its terms.
 - B. *County Representations and Warranties:* County represents and warrants to City that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
 - C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either the County or the City may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- 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. The City may terminate this Agreement in the event the City fails to receive expenditure authority sufficient to allow the City, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the City is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

- 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, except for attorney's 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.

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, except for attorney's 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.

8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.

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

Contact Information:

Ed Jones
Administrative Services Manager
2121 Kaen Rd.
Oregon City, OR 97045
503-650-3169
ejones@clackamas.us

Gladstone, Oregon Chief of Police, or their designee, will act as liaison for the City.

Contact Information:

John Schmerber
Chief of Police
535 Portland Ave
Gladstone, OR 97027
(503) 557-2798
jschmerber@gladstoneoregon.us

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be

brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. City, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** City shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. City shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, City shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the County. The County shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, the City shall promptly deliver these materials to the County's Project Manager.
- F. **Hazard Communication.** City shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, City shall

immediately provide Material Safety Data Sheets for the products subject to this provision.

- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- L. **No Third-Party Beneficiary.** City and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- M. **Subcontract and Assignment.** City shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval

from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve City of any of its duties or obligations under this Agreement.

- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. **Time is of the Essence.** City agrees that time is of the essence in the performance this Agreement.
- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. **Force Majeure.** Neither City nor County shall be held responsible for delay or default caused by events outside of the City or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, City shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- T. **Confidentiality.** City acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by City or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). City agrees to hold Confidential Information in strict confidence, using at least the same degree of care that City uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
- U. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

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

CITY OF GLADSTONE

CLACKAMAS COUNTY, OREGON

John Schmerber, Chief of Police

Christina McMahan,
Juvenile Department Director

Date

Date

Approved by County Counsel

Date:

Exhibit A

SCOPE OF WORK

- A. CITY agrees to the following obligations:
 - 1. Permit COUNTY to determine, at its sole discretion, eligibility and referral to Diversion Program services for at risk youth.
 - 2. Make payment to COUNTY for services provided to eligible youth who live within CITY limits who have been referred by COUNTY to Diversion Program services.

- B. COUNTY agrees to the following obligations:
 - 1. Determine youth eligibility and provide referral to Diversion Program services for at risk youth who live within the CITY limits that have been identified for eligibility through criminal investigation reports received by the Clackamas County Juvenile Department.
 - 2. Notify CITY of youth's eligibility and referral to Diversion Program services.
 - 3. Provide, or contract with subcontractors to provide, Diversion Program services within the city.
 - 4. Serve as a centralized depository for all records involving juvenile offenders referred for Diversion Program services.
 - 5. Provide liaison staff for communication and networking with CITY as required.

The RICH Diversion Program provides community-based interventions for Clackamas County youth who have committed low-level first offenses and are generally at low risk to reoffend. This program utilizes restorative justice values and principles where youth are held accountable to their victims and community.

The RICH Diversion Program is a partnership between the Clackamas County Juvenile Department and Latino Network.



Latino Network

Founded in 1996 by community leaders who grew concerned by the lack of resources to meet the needs of the growing Latino community, the Latino Network now serves 7,108 clients across 37 school sites, three community locations, and 27 culturally specific and bilingual programs. This growth reflects changing demographics, community needs, and “Confianza.” Confianza describes the trust that the organization has built in the community through the integrity of its programs and dedicated staff in serving youth and families from diverse racial and cultural backgrounds.

Other community resources

211info

Call 211 or 1-866-698-6155

211info.org

Clackamas County Support and Crisis Line

1-503-655-8585

National Suicide Prevention Lifeline

1-800-273-8255

Non-Emergency Sheriff

503-655-8211

Latino Network

Ximena Ospina Todd

YEVP Director

503-283-6881 ext. 112

ximena@latnet.org

Edgar Cuellar-Rubio

YEVP Senior Manager

503-853-3323

cedgar@latnet.org

Diana Yelizavetskiy

RICH Diversion Coordinator

yelizavetskiyd@latnet.org

Araceli Alonso Garcia

RICH Diversion Coordinator

aracelialonsoagarcia@latnet.org

Juvenile Department

Alice Perry

Assistant Director

503-650-3101

aperry@clackamas.us

Kelli Russell

Juvenile Services Manager

503-722-6614

krussell2@clackamas.us

Restoring Individuals, Communities, and Hope (RICH) Diversion Program

The Mission of the Clackamas County Juvenile Department is to provide equitable juvenile justice, family support, intervention, and reformation services to youth so they can repair harm to victims, experience positive change, and contribute to a safe, healthy, and secure community.

Referral process

- Police Referrals are received in the Clackamas County Juvenile Department
- We review the case and identify if it is eligible for the RICH Diversion Program. If not eligible, we will contact the youth and family.
- Latino Network's RICH Diversion Coordinator will contact youth and family to schedule a meeting and answer questions.
- Youth and Family will meet with a RICH Diversion Coordinator, typically in their community, and create a Diversion Agreement. The agreement is then signed by all parties.
- The RICH Diversion Coordinator will remain in contact with the family throughout the defined time period and as the youth accomplishes identified objectives listed in the Diversion Agreement.
- Once the youth has successfully completed the Diversion Agreement, the RICH Diversion Coordinator will submit a Diversion Agreement with closing status to the Juvenile Department.

Offenses which may result in youth being referred to the RICH Diversion Program

- Theft in the 2nd and 3rd degree
- Offensive Littering
- MIP of Alcohol or Marijuana, Possess, Attempt to Purchase, Purchase
- Harassment
- Misdemeanor Marijuana and Drug Crimes
- Disorderly Conduct in the 2nd degree
- Criminal Trespass in the 2nd degree
- Criminal Mischief in the 2nd and 3rd degree and other misdemeanor property crimes

What a youth and family can expect

- Respect and honor of the youth and family's voice
- Diversion Agreement will be established utilizing youth's strengths and addressing needs
- Cultural sensitivity to youth and family
- Confidentiality will be honored
- Support provided to youth and family through community based interventions

What is a Diversion Agreement?

It is an agreed upon document for the RICH Diversion Coordinator to reference while working with the youth and families. The Diversion Agreement identifies and defines how the youth can repair harm and be accountable for their actions. This agreement will also include input from victims if they choose to participate.

What if a family decides not to participate in the RICH Diversion Program?

The RICH Diversion Program is set up to address an incident with youth involved in a law enforcement interaction. The intention of this program is to address the offense within the community with the result that the youth and family do not need to become formally involved with the Juvenile Department. However, if a youth and family decide to not take advantage of this opportunity to address the concern at the community level, the case will be referred back to the Clackamas County Juvenile Department.

What is the process to expunge the youth's record?

When a youth's case is closed with the RICH Diversion Program, the youth and family will receive a letter from the Clackamas County Juvenile Department that will include information about the expunction process.

You can also learn more by visiting:

clackamas.us/juvenile/juvenilejusticeprocess.html