22500 Salamo Road
West Linn, Oregon 97068
http://westlinnoregon.gov

WEST LINN
CITY COUNCIL MEETING
MINUTES
November 18, 2025

Pre-Meeting
Call to Order and Pledge of Allegiance [6:00 pm/5 min]

Council Present:
Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.

Staff Present:
City Manager John Williams, City Attorney Kaylie Klein, City Recorder Kathy Mollusky, Planning Manager Darren Wyss, Deputy City Manager Elissa Preston, Human Resources Manager Kelsey Card, Public Works Director Erich Lais, and Management Analyst Morgan Lovell.

Approval of Agenda [6:05 pm/5 min]
Council President Mary Baumgardner moved to approve the agenda for the November 18, 2025, West Linn City Council Meeting. Councilor Leo Groner seconded the motion.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.
Nays: None.
The motion carried 5 - 0

Public Comment [6:10 pm/10 min]

Greg Morse re: tree permits and landslides.
Greg Morse document

Ray Inabnitt re: program supervision/offices/waste of funds.

Mayor and Council Reports [6:20 pm/15 min]

Reports from Community Advisory Groups

Councilor Groner stated the Library Advisory Group discussed the survey results. People are pleased with the library and the services they offer. The complaints received are about lack of parking. The Willamette Neighborhood Association talked about a multifamily development on Blankenship Road. At the Metro Mixer, he learned about potential grants for transportation. Something like a pedestrian bridge across the Willamette River could qualify for a transportation grant.

Councilor Bonnington started the Economic Development Committee has started its swat analysis. The Parks and Recreation Advisory Board is working on heritage tree nominations.

Councilor Bryck stated the Water Environmental Services Advisory Committee Meeting had its final review for their 5-year Capital planning that will be going to Clackamas County Board of Commissioners for approval.

Council President Baumgardner stated the four partners: Willamette Falls Heritage Association, Willamette Falls Landings Heritage Area Coalition, Willamette Falls Locks Authority, and the Willamette Falls Trust all moved into Historic City Hall and they will all be working together for the project that will be discussed later with the Waterfront Plan. She regularly attends these meetings and was able to attend the Heritage Area Coalition meeting last week.

Mayor Bialostosky attended the Metro Mayors Consortium meeting where they discussed Tri Met's budget issues and potential service cuts. Yesterday, Council had over a three-hour follow-up meeting to discuss the City's budget needs and opportunities.

Councilor Bonnington recognized Chief Mahuna and his years of service to the City.

City Manager Goals and Merit Increase Decision

Mayor Bialostosky stated Council hires two employees, the City Manager and the City Attorney. Both have annual performance evaluations. Council discusses and votes on goals and merit increases which is provided for in their contracts. The goals were circulated at the executive session and he didn't hear from anybody with any changes. The goals are still applicable to the upcoming year. He asked Council if they had any proposed changes to the goals.

Council President Mary Baumgardner moved to approve the City Manager goals and merit increase of three percent which is $236,306.72 retroactive to September 16, 2025. Councilor Leo Groner seconded the motion.

Mayor Bialostosky feels very lucky to have Mr. Williams as the City Manager. He appreciates all that he does to help the City and Council to accomplish all the goals. The public comments and the staff comments were very positive. We are well positioned to move forward and really accomplish these big goals that we have planned. There's a lot going on here at the City and we're lucky to have you on board with all your experience and your passion for the City.

Councilor Groner seconded.

Council President Baumgardner noted one example of an indicator of the morale of city staff is the annual picnic. It has become well attended and a very much enjoyed event. When you're there watching and walking around and participating in the activities, everyone is genuinely happy and working well and enjoying themselves. She has been to a lot of picnics and they're not always that way so it's very positive.

Councilor Bonnington stated there was a post on the West Linn community page that had 46 very positive, nice comments. He wishes they could include them in the official evaluation. They came up organically, on their own - the community appreciates you too.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.
Nays: None.
The motion carried 5 - 0

City Attorney Goals and Merit Increase Decision

Mayor Bialostosky sent the City Attorney's goals to Council after the executive session. Council did not have any changes.

Council President Mary Baumgardner moved to approve the City Attorney Goals and merit increase of three percent for a total of $236,199.60 retroactive to September 16, 2025. Councilor Leo Groner seconded the motion.

Councilor Baumgardner is so excited to have this City Attorney who has brought so much value to the City. She is a confidence builder so Council can do their work and know they are being supported by excellent legal advice. She welcomed Kirsten James to the legal team.

Mayor Bialostosky stated the City Attorney started a year ago and set up the legal dept. She came from a government background. It is nice for staff, Community Advisory Groups, and Council to be able to open the door and talk to two attorneys. In the past, you would call and

wait several days for a response. Some staff didn't reach out due to delays and cost. He is excited for the year ahead.

Councilor Groner stated that before, legal matters were opaque. Under this City Attorney, he understands more.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.
Nays: None.
The motion carried 5 - 0

Consent Agenda [6:35 pm/5 min]

Agenda Bill 2025-11-18-01: Meeting Minutes for October 14, 2025 Council Meeting
Draft Minutes Information

Agenda Bill 2025-11-18-02: Audit Services Contract
Audit Services Contract Information

Agenda Bill 2025-11-18-03: Council Rules Changes
Council Rules Information

Council President Mary Baumgardner moved to approve the Consent Agenda for the November 18, 2025, West Linn City Council Meeting which includes the October 14, 2025, meeting minutes; the Audit Services Contract; and Council Rules Changes. Councilor Leo Groner seconded the motion.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.
Nays: None.
The motion carried 5 - 0

Business Meeting [6:40 pm/90 min]

Agenda Bill 2025-11-18-04: Public Hearing: RESOLUTION 2025-13, ADOPTING THE WEST LINN WATERFRONT VISION PLAN
RES 2025-13 Information
Mayor Bialostosky opened the public hearing on PLN-25-02, a proposal to adopt the West Linn Waterfront Vision Plan. The Vision Plan outlines the community vision for the waterfront planning area. The plan will be used to inform the implementation phase of zoning and code

amendments and infrastructure investments. The Project Working Group made its recommendation in July 2025 and the Planning Commission made its recommendation in September 2025. Council considered the recommendations in two work sessions in October 2025. He explained how the hearing would proceed.

Adrian Witte and Jennifer Shuch, Consultants presentation.
Presentation

Council discussed the Pond District Map

- Public concern regarding the "Potential Development Area" shown in yellow near wetlands by 5th Avenue.
- The city removed "priority development area" earlier, but the yellow color remains controversial.

Mayor's Suggested Compromise

- Add a text box noting:
  - "Natural resource preservation and rehabilitation"
- Consider additional adjustments in response to public feedback.

Council Discussion

  - Supports including stronger wetland preservation language.
  - Suggests changing the color on the map for the area adjacent to wetlands.
  - Notes that showing the area as buildable may misrepresent realistic development prospects.
  - Supports Mayor's compromise.
  - Warns that targeting a single property could imply bias; prefers a general preservation message.
  - Staff notes that map only shows "potential," actual zoning occurs later.

Council Consensus

- Do both:
  1. Add a textbox stating natural resource preservation/rehabilitation
  2. Remove yellow shading from the disputed area and revert to base green layer

Council agrees this honors significant and consistent public concern, while preserving neutrality on future land-use applications.

Public Comment
Jim Edwards, Willamette Falls Heritage Association, advocates adoption of the Vision Plan as

written and as amended tonight.

Terence Shumaker wants to ensure protection of the wetland.

Council discussed the significance of adopting the waterfront vision plan, noting years of community engagement, intergovernmental collaboration, and the importance of reconnecting with Indigenous communities. The vote was framed as a historic milestone for the City of West Linn. Council President Baumgardner

- Expressed strong enthusiasm for the vote and the overall vision plan.
- Highlighted extensive engagement with:
    - Community members
    - Stakeholders in waterfront areas
    - Historic districts
    - Indigenous communities
- Emphasized:
    - The obligation to partner with Indigenous peoples who were forcibly removed from the area.
    - The importance of supporting reconnection efforts and respecting traditional lifeways.
- Noted intent to collaborate with multiple tribes, including:
    - Confederated Tribes of Grand Ronde
    - Confederated Tribes of the Umatilla Indian Reservation
    - Confederated Tribes of Warm Springs
    - Confederated Tribes of Siletz Indians
- Acknowledged significant non-enrolled Native populations in the Portland metro area.
- Stressed that improved access and partnership will be central goals moving forward.

Councilor Bonnington

- Stated that while substantial work remains, the city can finally say meaningful progress is happening at the waterfront.
- Shared personal sentiment that voting yes fulfills a childhood dream.

Mayor Bialostosky

- Thanked city staff, consultants, and former staff involved in the long-term effort.
- Recounted running for office with the goal of improving the waterfront.
- Acknowledged:
    - Planning Commission
    - Working group
    - Community members who have engaged over the past decade
- Described the adoption of the plan as a historic day for West Linn.

- Envisioned a future waterfront with:
    - Shops, restaurants, parks
    - Tribal spaces
    - A potential second “main street”
    - Viewing areas for the Willamette Falls (2nd largest waterfall in the U.S. by volume)

Expressed excitement about continued dreaming and planning with the community.

Mayor Bialostosky closed the public hearing.

Council President Mary Baumgardner moved to adopt Resolution 2025-13, adopting the West Linn Waterfront Vision Plan adding a text box pointing to the wetland area on page 36 saying "natural resource preservation and rehabilitation", and removing the yellow color south of 5th Avenue to reflect the environmental habitat. Councilor Carol Bryck seconded the motion.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.

Nays: None.

The motion carried 5 - 0

Agenda Bill 2025-11-18-05: Clackamas County Peace Officers Association (CCPOA) Collective Bargaining Agreements Ratification

RESOLUTION 2025-15, AUTHORIZING THE CLACKAMAS COUNTY PEACE OFFICERS ASSOCIATION (CCPOA) COLLECTIVE BARGAINING AGREEMENT FOR THE RANK AND FILE OFFICERS AND NON-SWORN

Human Resources Manager Card gave the staff report:

- The City management team and CCPOA (both Rank-and-File and Sergeants units) began bargaining in June 2025.
- This was the first time both contracts were bargained simultaneously.
- Negotiations were described as respectful, professional, and transparent.
- A tentative agreement was reached in early October 2025—considered a relatively short bargaining period.

Negotiation Priorities CCPOA Priorities

- Employee recognition and retention
- Longevity incentives

- Medical and retirement benefits

City Priorities

- Minimal organizational changes
- Market alignment for specific pay elements

Financial Terms (Cost of Living Adjustments – COLA)

- FY 2026: 3% increase
- FY 2027: 2%–4% increase (tied to CPI – Western Cities B & C index)
- FY 2028: 2%–4% increase (CPI-based, consistent with historical practice)

Longevity & Retirement Benefit Provisions

- City evaluated but ruled out a trust-funded retirement medical benefit (like Clackamas County Sheriff's Office) due to cost and scale.
- Instead, the City will:
    - Offer a longevity incentive.
    - Make contributions to individual HRA/Veba accounts.
    - Contributions increase with years of continuous service.

Additional Agreed-Upon Benefits

- Legal Defense Plan: Increased from $6.50 to $8 per member for both units.

Sergeants Unit – Specific Adjustments

- A 0.5% base salary increase for all sergeants.
- Implemented instead of increasing deferred compensation employer contributions from 4% to 4.5%.
- Intended to:
    - Address pay compression issues.
    - Strengthen internal promotion incentives.

Field Training Officer (FTO) Pay Adjustment

- Previous structure: 18.72% premium on FTO hours.
- New structure: Flat 12% rate for FTO hours.
- Still positions the City above many comparable agencies but improves market alignment.

Budget Impact

- Combined cost of both contracts is approximately $19,188 under budget over the three-year term (assuming current budget methodology remains unchanged for the 2027–2029 biennium).

Ratification & Process Notes

- CCPOA membership ratified the agreements in late October 2025.
- Notable that many agencies are increasingly requiring mediation; this contract was reached without mediation.
- City leadership and police command staff (Chief Mahuna, Captain Rollins) were recognized for trust-building that aided timely agreement.

Council President Mary Baumgardner moved to adopt Resolution 2025-15, authorizing the Clackamas County Peace Officers Association (CCPOA) collective bargaining agreement for the rank-and-file officers and non-sworn. Councilor Leo Groner seconded the motion.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.
Nays: None.
The motion carried 5 - 0

RESOLUTION 2025-16, AUTHORIZING THE CLACKAMAS COUNTY PEACE OFFICERS ASSOCIATION (CCPOA) COLLECTIVE BARGAINING AGREEMENT FOR POLICE SERGEANTS

Council President Mary Baumgardner moved to adopt Resolution 2025-16, authorizing the Clackamas County Peace Officers Association (CCPOA) collective bargaining agreement for police sergeants. Councilor Leo Groner seconded the motion.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.
Nays: None.
The motion carried 5 - 0

RES 2025-15 & RES 2025-16 Information

Agenda Bill 2025-11-18-06: RESOLUTION 2025-17, ADDING BENEFITS FOR POLICE MANAGEMENT AND CONFIDENTIAL STAFF
RES 2025-17 Information

Human Resources Manager Card stated historically City Council has requested that staff bring forward a request for wage and benefit adjustments that's equitable as possible for the City's different employee groups, so as we've settled the contracts for CCPOA, for the two union groups under the umbrella, we're bringing forward a request to change the benefit offerings for the police management and confidential group in an attempt to avoid compression and be equitable as possible. The staff report is recommending an increase to the contributions matching the sergeant's longevity tier for police management and confidential positions.

Council President Mary Baumgardner moved to adopt Resolution 2025-17, adding benefits for police management and confidential staff. Councilor Leo Groner seconded the motion.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.
Nays: None.
The motion carried 5 - 0

Agenda Bill 2025-11-18-07: Operations Complex Design and Budget Approval
Operations Complex Information

Consultant's Presentation
Presentation

Staff's presentation.
Presentation

Council discussed proceeding with Option 2 for the Operations Center project following prior meetings on City finances and project funding scenarios (including Monday's and yesterday's work sessions)

- Council is asked to affirm and authorize moving forward with Option 2, the $45 million Operations Center scenario.
- This option keeps the project on schedule and maintains current scope ("status quo scenario").

Clarifications from Staff

- Funds are already budgeted for the $45M Option 2.
- Tonight's action:
    - Authorizes staff to proceed with project work (including land use submission and keeping the construction timeline aligned for a dry-weather start).

    - Does not finalize the financing instrument yet.
- A formal Full Faith and Credit financing resolution will return to Council on December 9 for adoption.

Council highlighted:

    - This is an important and "monumental" step for the project.
    - The existing Operations Center is outdated, non-functional, and originally built in the 1950s.
    - A new facility is essential for city operations, particularly during winter weather and emergency events.
    - The new center will significantly improve maintenance capacity and reliability.
    - The project is expensive, but necessary; continued public engagement and transparency are important as the project advances.

Council consensus to authorize staff to proceed with Option 2 and to prepare the formal financing resolution for presentation and adoption in December.

Council President Mary Baumgardner moved to approve the recommended design recommendation referred to as "Option 2" and authorize the City's Finance Director to secure Full Faith and Credit Obligation funding in the amount of $45,000,000 to be paid through long-term debt service of the applicable operation funds: Streets, Storm, Sewer, Water, and Parks (General Fund). Councilor Leo Groner seconded the motion.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.
Nays: None.
The motion carried 5 - 0

City Manager Report [8:10 pm/5 min]
City Manager Williams discussed Council's upcoming Meeting agenda items. He informed the audience that Council held a 3-hour financial strategic planning workshop the previous day focused on how to address key City priorities. Additional conversations and work sessions will continue over the coming months. He summarized six major themes derived from Council discussion during the workshop: 1. Maintain Critical Infrastructure & Facilities

- High priority on preserving and maintaining the city's substantial investment in:
    - Buildings
    - Utility lines
    - Streets
    - Parks

- Ensuring ongoing funding for maintenance and lifecycle needs.

2. Maintain (and Stabilize) Existing Service Levels

- Strong emphasis on sustaining current municipal service levels.
- Stability in delivering essential services scored highly.

3. Expand or Enhance Select Services

- Interest in improving or adding services that the community has requested.
- Examples:
    - Traffic safety officers
    - Open space facilities management
    - Parks project management

4. Remain Opportunistic with Community Amenities

- Providing some capacity to act when once-in-a-lifetime opportunities arise—such as:
    - Parkland acquisitions
    - Willamette Falls-area opportunities
    - Wetlands preservation near the Willamette River
- Not aggressive expansion, but ensuring the city can "be at the table" as a partner.

5. Implement Vision Plans

- Commitment to following through on newly adopted or ongoing vision plans.
- This connects to the need for flexibility and partnership opportunities.

6. Acknowledge Residents' Rising Costs

- Awareness that many households are facing financial pressures.
- Council expressed interest in:
    - Careful phasing of any necessary cost increases
    - Clear communication about future costs and timelines
    - Transparency and forward-looking planning so residents can prepare and provide input

- Council asked for a comprehensive package that outlines:
    - The sequence of major financial decisions ("1st, 2nd, 3rd")
    - A general timeline
    - The rationale for each step
- Transparency, predictability, and public communication were emphasized.

- In December: Council will focus on the Operations Center financing decision.

In January: Staff will resume work on a full financial strategic plan and communications plan, using council's priorities as the foundation.

Adjourn [8:15 pm]

Notes approved 12-9-25.

CITY OF West Linn

22500 Salamo Road
West Linn, Oregon 97068
http://westlinnoregon.gov

CITY COUNCIL AGENDA

Tuesday, November 18, 2025

5:30 p.m. – Pre-Meeting – Bolton Room & Virtual*

6:00 p.m. – Business Meeting – Council Chambers & Virtual*

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1. Call to Order and Pledge of Allegiance [6:00 pm/5 min]
2. Approval of Agenda [6:05 pm/5 min]
3. Public Comment [6:10 pm/10 min]

> The purpose of Public Comment is to allow the community to present information or raise an issue regarding items that do not include a public hearing. All remarks should be addressed to the Council as a body. This is a time for Council to listen, they will not typically engage in discussion on topics not on the agenda. Time limit for each participant is three minutes, unless the Mayor decides to allocate more or less time. Designated representatives of Neighborhood Associations and Community Advisory Groups are granted five minutes.

4. Mayor and Council Reports [6:20 pm/15 min]
    a. Reports from Community Advisory Groups
    b. City Attorney Evaluation
    c. City Manager Evaluation
5. Consent Agenda [6:35 pm/5 min]

> The Consent Agenda allows Council to consider routine items that do not require a discussion. An item may only be discussed if it is removed from the Consent Agenda. Council makes one motion covering all items included on the Consent Agenda.

    a. Agenda Bill 2025-11-18-01: Meeting Minutes for October 14, 2025 Council Meeting
    b. Agenda Bill 2025-11-18-02: Audit Services Contract
    c. Agenda Bill 2025-11-18-03: Council Rules Changes

6. Business Meeting [6:40 pm/90 min]

Persons wishing to speak on agenda items shall complete the form provided in the foyer and hand them to staff prior to the item being called for discussion. A separate slip must be turned in for each item. The time limit for each participant is three minutes, unless the Mayor decides to allocate more or less time. Designated representatives of Neighborhood Associations and Community Advisory Groups are granted five minutes.

   a. Agenda Bill 2025-11-18-04: ***Public Hearing:*** RESOLUTION 2025-13, ADOPTING THE WEST LINN WATERFRONT VISION PLAN

   b. Agenda Bill 2025-11-18-05**:** Clackamas County Peace Officers Association (CCPOA) Collective Bargaining Agreements Ratification

      i. RESOLUTION 2025-15, AUTHORIZING THE CLACKAMAS COUNTY PEACE OFFICERS ASSOCIATION (CCPOA) COLLECTIVE BARGAINING AGREEMENT FOR THE RANK AND FILE OFFICERS AND NON-SWORN

      ii. RESOLUTION 2025-16, AUTHORIZING THE CLACKAMAS COUNTY PEACE OFFICERS ASSOCIATION (CCPOA) COLLECTIVE BARGAINING AGREEMENT FOR POLICE SERGEANTS

   c. Agenda Bill 2025-11-18-06**:** RESOLUTION 2025-17, ADDING BENEFITS FOR POLICE MANAGEMENT AND CONFIDENTIAL STAFF

   d. Agenda Bill 2025-11-18-07: Operations Complex Design and Budget Approval

7. City Manager Report [8:10 pm/5 min]

8. Adjourn [8:15 pm]

Agenda Bill 2025-11-18-01

Date: November 6, 2025

To: Rory Bialostosky, Mayor
Members, West Linn City Council

From: Kathy Mollusky, City Recorder *KM*

Through: John Williams, City Manager *JRW*

Subject: Draft Meeting Minutes

Purpose: Approval of City Council Meeting Minutes.

Question(s) for Council:
Does Council wish to approve the attached City Council Meeting Minutes?

Public Hearing Required: None required.

Background & Discussion:
The attached City Council Meeting Minutes are ready for Council approval.

Budget Impact: N/A

Sustainability Impact:
Council continues to present its meeting minutes online, reducing paper waste.

Council Options:
1. Approve the Council Meeting Minutes.
2. Revise and approve the Council Meeting Minutes.

Staff Recommendation:
Approve Council Meeting Minutes.

Potential Motions:
Approving the Consent Agenda will approve these minutes.

Attachments:
1. October 14, 2025, Council Meeting Minutes

22500 Salamo Road
West Linn, Oregon 97068
http://westlinnoregon.gov

WEST LINN
CITY COUNCIL MEETING
MINUTES
October 14, 2025

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Pre-Meeting

Call to Order and Pledge of Allegiance [6:00 pm/5 min]

Council Present:
Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.

Staff Present:
City Manager John Williams, City Attorney Kaylie Klein, City Recorder Kathy Mollusky, Planning Manager Darren Wyss, and Public Works Director Erich Lais.

Approval of Agenda [6:05 pm/5 min]
Council President Mary Baumgardner moved to approve the agenda, with the change of removing Item 4B, for the October 14, 2025, West Linn City Council Meeting. Councilor Leo Groner seconded the motion.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.
Nays: None.
The motion carried 5 - 0

Public Comment [6:10 pm/10 min]

There were none.

Mayor and Council Reports [6:20 pm/15 min]

Reports from Community Advisory Groups

Council President Baumgardner attended the Indigenous Peoples Day celebration at Clackamas Community College.

Mayor Bialostosky stated Council had a busy week last week with the Work Session on Tuesday, the Budget outlook and staffing needs with City staff and Council. He is looking forward to next steps.

Councilor Bonnington reminded everyone that the Parks Fall Fest is Saturday at Mary S. Young. He attended the Oregon Main Street conference last week. We won an award celebrating the partnership of Historic Willamette Main Street and the City. He toured Albany; they have restored a lot of historic assets and improved their parks.
Picture of Trophy

~~b. Appoint Community Advisory Group Member~~

This item was removed from the agenda during approval of the agenda.

Oregon City-West Linn Rivalry Day Proclamation [6:35 pm/5 min]

Proclamation

Mayor Bialostosky read the Oregon City-West Linn Rivalry Day Proclamation declaring October 31,2025, Oregon City-West Linn Rivalry Day.

Consent Agenda [6:45 pm/5 min]

Agenda Bill 2025-10-14-01: Meeting Minutes for September 8, 2025 Council Meeting

Draft Minutes Information

Council President Mary Baumgardner moved to approve the Consent Agenda for the October 14, 2025, West Linn City Council Meeting which includes the September 8, 2025, meeting minutes. Councilor Leo Groner seconded the motion.

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Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.

Nays: None.

The motion carried 5 - 0

Business Meeting [6:50 pm/75 min]

Agenda Bill 2025-10-14-02: Public Hearing: ORDINANCE 1763, ADOPTING TEXT AMENDMENTS TO THE WEST LINN COMMUNITY DEVELOPMENT CODE CHAPTERS 2, 5, 24, 55, 85, AND 99 TO UPDATE LANGUAGE TO BE CLEAR AND OBJECTIVE FOR MINIMUM/MAXIMUM DENSITY CALCULATIONS, MINIMUM DENSITY EXEMPTIONS, AND SHAPE OF NEWLY CREATED LOTS

ORD 1763 Information

Mayor Bialostosky called the legislative public hearing on CDC-25-01, a proposal to amend Chapters 2, 5, 24, 55, 85, and 99 of the Community Development Code to order. The proposed amendments will update language to be clear and objective for Minimum/Maximum Density Calculations, Minimum Density Exemptions, and Shape of Newly Created Lots. He explained how the hearing would proceed.

City Attorney Klein explained the Council's decision must be based on 1) the statewide planning goals and administrative rules adopted under ORS Chapter 197; 2) applicable federal or state statutes or rules; 3) applicable plans and rules adopted by Metro; and 4) on the City's comprehensive plan and development code. Any party with standing may appeal the decision of the City Council to the State Land Use Board of Appeals.

None of the Council Members have any Conflicts of interest.

Planning Manager Wyss gave the Staff Report.

Presentation

There was no public comment nor was any written comments received.

Mayor Bialostosky closed public hearing.

Council President Mary Baumgardner moved to approve First Reading for Ordinance 1763, adopting text amendments to the West Linn Community Development Code Chapters 2, 5, 24, 55, 85, and 99 to update language to be clear and objective for minimum/maximum density calculations, minimum density exemptions, and shape of newly created lots, and set the matter for Second Reading. Councilor Leo Groner seconded the motion.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.

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Nays: None.
The motion carried 5 - 0

Council President Mary Baumgardner moved to approve Second Reading for Ordinance 1763, adopting text amendments to the West Linn Community Development Code Chapters 2, 5, 24, 55, 85, and 99 to update language to be clear and objective for minimum/maximum density calculations, minimum density exemptions, and shape of newly created lots, and adopt the ordinance. Councilor Leo Groner seconded the motion.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.
Nays: None.
The motion carried 5 - 0

Agenda Bill 2025-10-14-03: RESOLUTION 2025-14, APPROVING THE ACQUISITION OF REAL PROPERTY, TAX LOTS 21 E26D 00907 AND 21E 36BA 04000, IN WEST LINN, OREGON
RES 2025-14 Information

Public Works Director Lais gave the staff presentation.
Presentation

In response to Council questions, staff responded:

- There were no bids on the property, $11,682 was the starting bid from the County.
- Planning staff said there was some interest in the land use of the property.
- People might be interested until they look at the property. It isn't developable, it's a drainage, wetland area. County Counsel has tons of properties and they use a metric for calculating the opening bid, they have not actually surveyed the property so the opening $11K is much higher than the actual going rate.
- The City does not have to indemnify the county and stand in their shoes. Staff will ensure that language is provided in the document and will review the bidding documents in advance to ensure that language is in writing.
- The City does have two 15' stormwater easements that are recorded. We have legal rights to that which empty into this property. We could assert that we have control over those and this is essential to their function. It is unlikely that anyone would bid on this property. The City does have condemnation authority to compensate the owner for the value of that property and take it for the required use.
- The class action is very broad. Counties were selling the properties for more than the back taxes and keeping the money. Prior property owners are bringing a lawsuit to recover those funds.
- If they were to purchase this other property, it would need to be right-of-way and turned back over to the City. The price for the 1/4 acres is $1,100. We have seen a couple of proposals

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of how they would lay out the cite from Icon, we do not believe anyone has the property under contract at this time. This is why the idea of purchasing this parcel came up.
- Staff asked Clackamas if they were interested in selling the property and Clackamas said yes. Under normal circumstances, the County would sell it to the City. The issue is it is subject to a class action suit. The best way to buy this property is to go through the auction, it is cleaner for the City.

Council President Mary Baumgardner moved to adopt Resolution 2025-14, approving the acquisition of real property, tax lots 21 E26D 00907 and 21E 36BA 04000, in West Linn, Oregon. Councilor Leo Groner seconded the motion.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Kevin Bonnington, Councilor Carol Bryck, and Councilor Leo Groner.
Nays: None.
The motion carried 5 - 0

City Manager Report [8:05 pm/5 min]
City Manager Williams went over the upcoming meeting's agenda items. Staff are working on the budget assignments. Council came up with three categories: service, infrastructure, and amenities. The next step are the needs with a dollar amount next to them, funding sources, and timelines for developing funding sources. Staff expects to have this by end of next week to have a document that would be a basis for a good discussion.

Council would like to have another work session outside of a regular Council Meeting for this discussion.

City Manager Williams stated it is possible this could carry into Council's goal setting for next year. This facilitator does goal setting and could weave these together in early January. He went over a couple of upcoming holiday events and let Council know there is a coalition of business owners on Main Street working to bring back the street dance in August 2026.

Council directed staff to schedule an executive session to conduct the City Manager's evaluation.

Adjourn [8:10 pm]
Draft Minutes.

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Agenda Bill 2025-11-18-02

Date Prepared: November 5, 2025

For Meeting Date: November 18, 2025

To: Rory Bialostosky, Mayor
West Linn City Council

Through: John Williams, City Manager JRW

From: Stephanie Hastings, Management Analyst SH

Subject: Audit Services Contract Approval Aldrich CPAs & Advisors LLP

Purpose:
The purpose of this report is to provide Council with the Audit Committee's recommendation and to request the approval of an audit contract for the next five years, fiscal years 2026 through 2030, with options to renew through fiscal years 2031 & 2032.

Question(s) for Council:
Does the Council authorize entering into a contract with **Aldrich CPAs & Advisors LLP** to provide Audit services?

Public Hearing Required:
None Required.

Background & Discussion:
As required by the Oregon Municipal Audit Law, the City is required to be audited and reviewed by an independent accountant on an annual basis. Our current auditors Merina & Co will no longer be offering municipal audit services upon completion of our current contract which will end with the completion of the audit of the 2025 fiscal year.

In June 2025, staff advertised a Request for Proposal (RFP) for Annual Comprehensive Financial Audit Services for FY 2026 - FY2030. The City received responsive proposals from 8 firms. Typical audit contracts run for 5 years and may include options to extend for up to 2 additional years.

An evaluation team comprised of members of the Audit Committee and the Finance department reviewed the responses on September 8, 2025 and considered could best serve as the City's auditors for the next 5 years. The top two proposers, Aldrich CPAs + Advisors and SingerLewak, interviewed with the evaluation team on September 22, 2025. Upon completion of the interviews, Audit Committee unanimously recommended that Council approve an audit contract selecting the firm of Aldrich CPAs + Advisors as the City's auditors for the next five years, fiscal years 2026 through 2030, with the option to extend the contract for up to 2 additional years.

Budget Impact:

- Audit service charges of $468,495.00 over the life of contract (up to 7 years).

Sustainability Impact:

No impact.

Council Options:

1. Authorize City Manager to enter into a contract for Annual Comprehensive Financial Audit Services with Aldrich CPA's + Advisors LLP.
2. Do not authorize City Manager to enter into contract Annual Comprehensive Financial Audit Services with Aldrich CPA's + Advisors LLP and provide additional direction to staff.

Staff Recommendation:

Staff recommends authorizing City Manager to enter into contract for Annual Comprehensive Financial Audit Services with Aldrich CPA's + Advisors LLP for FY 2026-FY 2030 with the option to extend the contract for up to 2 additional years.

Potential Motion:

Proposed for inclusion on consent agenda.

Attachments:

1. Aldrich CPAs and Advisors LLP -Audit Services – FIN 25-01 Contract

PERSONAL SERVICES AGREEMENT
FOR
AUDIT SERVICES

City:	City of West Linn, a municipal corporation of the State of Oregon.
Contractor:	Aldrich CPAs and Advisors LLP, a limited liability partnership of the State of Oregon. 680 Hawthorne Ave SE Suite 140 Salem, OR 97301
Term:	December 1, 2025 through December 31, 2031 with two (2) one-year options to renew.
Compensation:	Not to exceed $468,495.00.

Audit Services

This Agreement is entered into between the City of West Linn, a municipal corporation of the State of Oregon ("City"), and Aldrich CPAs and Advisors LLP, a limited liability partnership of the State of Oregon ("Contractor"). This Agreement is made effective as of December 1, 2025 (the "Effective Date"). This Agreement may refer to the City and Contractor individually as "Party" or jointly as "Parties."

RECITALS

WHEREAS, the City has a need for personal services that require specialized technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of discretionary judgment, and for which the quality of the service depends on attributes that are unique to the service provider. In particular, the City is seeking Annual Comprehensive Financial (ACFR) Audit Services for FY 2026 - FY 2030 (the "Services"); and

WHEREAS, the City conducted a formal qualifications-based selection for the Services, and Contractor responded by submitting a proposal for the Services dated July 28, 2025 (the "Proposal"); and

WHEREAS, the City duly selected Contractor based on Contractor's capability, experience, approach, compensation requirements, references and other criteria to perform the Services, which the City Council authorized on November 18, 2025 based on the information provided in Contractor's Proposal; and

WHEREAS, the City desires to contract with Contractor to provide the Services.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals incorporated by this reference and the mutual promises contained in this Agreement, City and Contractor agree as follows:

1. Term.

The initial term of this Agreement shall be from the Effective Date through December 31, 2031, with the City's option to extend for an additional two (2) one-year renewals, for a total not to exceed seven (7) years, unless amended or sooner terminated under the provisions of this Agreement. Passage of the Agreement's term shall not extinguish, prejudice, or limit either party's right to enforce this Agreement with respect to any default or defect in performance that has not been corrected.

2. Contractor's Services.

Contractor shall perform the Services and provide the required deliverables in accordance with the terms and conditions of this Agreement. The Services, the deliverables required to be created thereunder, and the schedule for performance are set forth in Exhibit A, Scope of Services. Any conflict between this Agreement and Contractor's Proposal shall be resolved first in favor of this Agreement and pursuant to the order of precedence set forth herein. Contractor will use its best efforts and due diligence in its performance of the Services and will provide such personnel, materials, supplies, and equipment as are necessary to successfully provide the Services. Contractor will perform the Services consistent with the skill and knowledge possessed by well-informed members of its industry, trade or profession and will apply that skill and knowledge with care and diligence to perform the Services under this Agreement in a professional manner and in accordance with highest standards prevalent in Contractor's industry, trade or profession under similar conditions and circumstances ("Standard of Care"). All Contractor personnel and those of their subconsultants and subcontractors (collectively, "subcontractors"), if any, shall be properly trained and fully licensed to undertake any activities pursuant to this Agreement, and Contractor shall have all requisite permits, licenses and other authorizations necessary to provide the Services.

3. Contractor's Identification.

Contractor shall provide the City Contractor's employer identification number, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Contractor's Social Security number.

4. Compensation.

The City agrees to pay Contractor a sum not to exceed $468,495.00 for satisfactory completion of all Services. Upon satisfactory completion by Contractor and City's acceptance of any tasks, milestones or other deliverables described in Exhibit A, City agrees to pay Contractor at the times and in the amount(s) set forth in this Agreement and in accordance with Exhibit B,

Additional Payment Terms. The City affirms for the first year of this Agreement, payment to Contractor will be duly made; however, as to future years, this Agreement is subject to the availability and appropriation of funds through the City's budget process.

Contractor shall submit monthly requests for payment to the City for Services performed under this Agreement, and the invoices shall describe the Services performed, by whom they were performed, the number of hours worked, and itemize and explain all expenses for which reimbursement is being claimed. All expenses must be preapproved in writing by the City. Contractor shall choose the most economical form of transportation, and surface transportation mileage will be reimbursed for only one vehicle per two Contractor personnel at the current in-effect IRS rate. Meals and incidental expenses will be paid consistent with the current in-effect U.S. General Services Administration (GSA) per diem rate, and hotels and parking will be paid at actual amounts, not to exceed the GSA daily rate. No reimbursement will be made for any alcohol purchases, personal entertainment, or parking or traffic citations.

The City shall make payments for undisputed Services in a timely manner, within thirty (30) days of receipt of a complete and acceptable request for payment. Requests for payment received from the Contractor pursuant to this Agreement will be reviewed and approved by the City prior to payment.

The City shall not pay compensation for any portion of the Services not performed. Payment shall not be considered acceptance or approval of any Services or waiver of any design defects therein. The compensation contemplated in this Section shall constitute full and complete payment for said Services.

Contractor must promptly pay all sums due to subcontractors for services and reimbursable expenses after receiving payment for those services from City.

5. Project Managers and Notice.

The Parties designate the following individuals as their Project Managers, who are designated to send and receive any notices required under this Agreement.

City's Project Manager	**Contractor's Project Manager**
Lauren Breithaupt	Jessica Luther-Haynes
Finance Director	Senior Manager
22500 Salamo Road	680 Hawthorne Ave SE #140
West Linn, OR 97068	Salem, OR 97301
e: lbreithaupt@westlinnoregon.gov	e: jlutherhaynes@aldrichadvisors.com
p:503-742-6032	p: 503-585-7774

Each Party shall give the other written notice of any intended change of their Project Manager. Any change to Contractor's Project Manager must be approved by the City, such approval not to be unreasonably withheld.

Unless otherwise stated in the Agreement, all notices shall be made in writing and may be given by email (read receipt requested). Mailed notices shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery.

6. Project Information.

Contractor agrees to promptly share all information related to the Services with the City and to fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with the Services.

7. Duty to Inform.

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

8. Time is of the Essence.

Time is of the essence as to the performance of the Services under this Agreement. Contractor's failure to adhere to the work schedule in Exhibit A is sufficient grounds for the City to terminate this Agreement for cause. If Contractor anticipates any delay that may prevent timely performance of Contractor's obligations under this Agreement, Contractor shall promptly notify the City, including the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the timetable for implementation of such measures. Contractor shall be liable for any loss, expense, or damage resulting from delay in the performance of the Services, which are due to any cause, except to the extent that those delays are caused by City fault or result from a Force Majeure. In the event of delay, the City may obtain substitute services from another source and bill all additional costs directly to Contractor.

9. Contractor is Independent Contractor.

Contractor is an independent contractor of the City for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Agreement. No employment or agency relationship is or is intended to be created between the City and any individual representing Contractor. Employees of Contractor and any authorized subcontractors shall perform their work under this Agreement under Contractor's sole control. Contractor hereby expressly acknowledges and agrees that as an independent contractor, Contractor 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 Contractor shall not affect Contractor's independent ability (or

the ability of Contractor's insurer) to assert that the monetary limitations found at ORS 30.272, 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 ORS 30.300).

10. Contractor Representations and Warranties.

Contractor represents and warrants to the City that:

i. Contractor has the power, authority, ability, skills, and capacity to enter into and perform this Agreement, and when executed and delivered this Agreement shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.

ii. Contractor is validly organized and exists in good standing under the laws of the State of Oregon, and Contractor is duly qualified, registered or licensed to do business in good standing in the State of Oregon.

iii. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Contractor or any other person which has not been obtained or (b) result in a breach or default under the certificate of incorporation or by-laws of the Contractor or any indenture or loan or credit agreement or other material agreement or instrument to which the Contractor is a party or by which the Contractor's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.

iv. Contractor is engaged as an independent contractor and will be responsible for any federal, state or local taxes applicable to any payments made under this Agreement.

v. Contractor is not eligible for any federal social security, unemployment insurance, pension, PERS or workers' compensation benefits from compensation or payments paid to Contractor under this Agreement.

vi. Contractor is not an employee of the City, any special district, local government, the federal government or the State of Oregon.

vii. Contractor has complied and will continue to comply with all applicable federal, state, and local laws and regulations applicable to the performance of Contractor's obligations under this Agreement. Contractor warrants it is currently in compliance with all tax laws.

viii. Contractor warrants that as of the Effective Date there are no suits, actions, other proceedings, or reasonable anticipation thereof, in any judicial or quasi-judicial forum that will or may adversely affect Contractor's ability to fulfill its obligations under this Agreement. Contractor further warrants that it will immediately notify the City in writing if, during the Term of this Agreement, Contractor becomes aware of, or has reasonable anticipation of, any lawsuits, actions, or proceedings in any judicial or quasi-judicial forum that involves Contractor or any Subcontractor and that will or may adversely affect Contractor's ability to fulfill its obligations under this Agreement.

ix. Contractor, and Contractor's employees and subcontractors, shall be qualified, professionally competent and duly licensed to perform the work and Services at all times during the term of this Agreement.

x. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and will apply that skill and knowledge with care and diligence to perform the Services under this Agreement in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession under similar conditions and circumstances.

xi. Contractor has read, understands and agrees to be bound by each of the terms and conditions of this Agreement.

xii. Contractor prepared its Proposal for these Services independently from all other proposers, and without collusion, fraud or other dishonesty. Contractor warrants it has no present interest and shall not acquire any interest that would conflict in any manner with its duties and obligations under this Agreement.

xiii. Any Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc. delivered to or granted to the City under this Agreement, and Contractor's Services rendered in the performance of Contractor's obligations under this Agreement, are provided to the City free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and are free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

xiv. Upon the City's request, Contractor shall provide the City with evidence reasonably satisfactory to the City confirming the foregoing representations and warranties. The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations and warranties that Contractor provides.

11. Indemnity.

i. Contractor shall indemnify, defend and hold harmless the City, its officers, elected and appointed officials, agents, and employees, from all claims, demands, suits, and actions for all losses, damages, liabilities, costs and expenses (including all attorneys' fees and costs), resulting from or arising out of the actions, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents under this Agreement.

ii. Infringement Liability. Contractor shall indemnify, defend, and hold harmless the City, its directors, officers, employees, and agents from and against any and all claims, demands, suits, and actions for any damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees, whether or not at trial and/or on appeal), arising out of or in connection with any actual or alleged misappropriation, violation, or infringement of any proprietary right, whether arising from copyright, patent, trademark, trade secret or any other intellectual property right of any person whosoever. The City agrees to notify Contractor of the claim and gives Contractor sole control of the defense of the claim and negotiations for its settlement or compromise.

iii. Tax Liability. Contractor shall indemnify, defend, and hold harmless the City against any taxes, premiums, assessments, and other liabilities (including penalties and interest) that the City may be required to pay arising from Services or deliverables provided by Contractor under this Agreement. The City, as a municipal corporation of the State of Oregon, is a tax-exempt unit of local government under the laws of the State of Oregon and is not liable for any taxes.

iv. The obligations of the indemnifications extended by Contractor to the City shall survive the termination or expiration of this Agreement.

12. Insurance.

Contractor and its subcontractors shall provide the following insurance coverages against any claims that may arise from or relate to the performance of the Services. Contractor and its subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Agreement. The City in no way warrants that the limits stated in this section are sufficient to protect the Contractor from the liabilities that might arise out of the performance of the work under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and Contractor may purchase such additional insurance as they determine necessary.

i. Commercial General Liability Insurance.

a. The policy must be in an occurrence form and include bodily injury, property damage, broad form contractual liability coverage in the following amounts:

General Aggregate	$3,000,000
Products-Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$2,000,000
Each Occurrence	$2,000,000

b. The policy shall be endorsed to name the City of West Linn and its elected and appointed officials, officers, agents, and employees as an additional insured with respect to liability for bodily injury, property damage, and personal and advertising injury with respect to premises, ongoing operations, products and completed operations, and liability assumed under an insured contract arising out of the activities performed by, or on behalf of, the Contractor related to this Agreement.

c. The endorsement shall be indicated on the Certificate of Insurance, and there shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City as an additional insured.

d. Contractor's insurance coverage must be primary insurance and non-contributory with respect to any insurance or self-insurance carried by the City.

ii. Automobile Insurance.

a. The policy shall cover bodily injury and property damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

Automobile Liability coverage shall be written in an amount not less than $2,000,000 combined single limit.

b. The policy shall be endorsed to include the City, its elected and appointed officials, officers, agents and employees as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, Contractor relating to this Agreement.

c. The City shall be an additional insured to the full limits of liability purchased by the Contractor.

iii. Workers' Compensation Coverage. Contractor certifies that it has qualified for State of Oregon Workers' Compensation coverage for all Contractor's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier-insured employer as provided by ORS 656.407 or as a self-insured employer. Contractor shall provide to the City within ten (10) days after contract award and prior to commencing Services, a certificate of insurance evidencing coverage of all subject workers under Oregon's Workers' Compensation statutes insured by an insurance company satisfactory to the City, if any. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to the City. A copy of the certificate of self-insurance issued by the State shall be provided to the City if Contractor is self-insured. To the extent permitted by law, a waiver of subrogation in favor of the City shall be included in the policy.

iv. Professional Liability (Errors and Omissions Liability). Contractor shall provide the City with evidence of professional errors and omissions liability insurance covering any damages caused by negligent acts, errors, or omissions related to the professional services and performance of duties and responsibilities under this Agreement, in an amount not less than $2,000,000 combined single limit per occurrence. Contractor may opt to provide a claims-made policy with a combined single limit per claim of not less than $2,000,000; but in doing so, Contractor warrants that any retroactive date under the policy precedes the effective date of this Agreement and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed. Where any subcontractor provides professional services related to this Agreement, they must provide equivalent coverage.

v. Certificates. Contractor shall furnish the City with certificates evidencing the date, amount, and type of insurance required by this Agreement (ACCORD form or equivalent approved by the City). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All policies will provide for not less than thirty (30) days' written notice to the City before they may be canceled. Such notice will be mailed and emailed to Lauren Breithaupt, Finance Director at 22500 Salamo Road, West Linn, OR 97068 and lbreithaupt@westlinnoregon.gov. All certificates and any required endorsements are to be received and approved by the City before the work commences. Each insurance policy required by this Agreement must be in effect at or prior to the commencement of the work under this

Agreement and remain in effect for the duration of the project or extended reporting period, as required. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of this Agreement.

vi. Primary Coverage. The coverage provided by insurance required under this Agreement shall be primary and noncontributory, and any other insurance carried by the City shall be excess.

vii. Subcontractors. Contractor shall require the same insurance requirements from its subcontractors. Contractor's certificates shall include all subcontractors as additional insureds under its policies **-OR-** Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectible insurance. At any time throughout the term of the Agreement, the City reserves the right to require proof from Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this Agreement's Scope of Services are subject to the insurance coverages identified above and must include the City as an additional insured. In certain circumstances, Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Agreement.

viii. Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Oregon and with an "A.M. Best" rating of not less than A- VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

13. Work Product.

All work produced by Contractor is the exclusive property of the City. "Work Product" includes but is not limited to, technical drawings, prints, blueprints, schematics, research, reports, computer programs, manuals, drawings, plans, recordings, photographs, artwork and any data or information in any form. Contractor and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason, a Work Product is deemed not to be a "work made for hire," upon payment for the Services, Contractor irrevocably assigns and transfers to the City all right, title and interest in such Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor waives all rights relating to Work Product, including any rights arising under 17 USC § 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications.

Notwithstanding the above, all pre-existing trademarks, service marks, patents, copyrights, trade secrets, and other proprietary rights of Contractor are and will remain the exclusive property of Contractor. Contractor hereby grants to the City a non-exclusive, perpetual, irrevocable license, with the right to sublicense, to disclose, copy, distribute, display, perform,

prepare derivative works of and otherwise exploit any pre-existing intellectual property rights incorporated into the Work Product(s).

14. Public Records and Confidentiality.

i. Public Records Requests. Contractor acknowledges that the City is subject to the Oregon Public Records Act and federal law. Third persons may claim that the Contractor Confidential Information (as defined below) that Contractor submitted to the City hereunder may be, by virtue of its possession by the City, a public record and subject to disclosure pursuant to the Oregon Public Records Act. The City's commitments to maintain certain information confidentially under this Agreement are all subject to the constraints of Oregon and federal laws. All information submitted by Contractor to the City is a public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions for which Contractor requests and meets an exemption from disclosure consistent with federal or Oregon law, in accordance with the process set forth in Section 14.iii. Within the limits and discretion allowed by those laws, the City will make a good faith effort to maintain the confidentiality of information.

ii. Public Records Retention. The City will retain one (1) copy of any public records for the express purposes of complying with State of Oregon public records and archiving laws.

iii. Confidentiality.

a. Contractor's Confidential Information. During the term of this Agreement, Contractor may disclose to the City certain Contractor confidential information pertaining to Contractor's business ("Contractor Confidential Information"). Contractor shall be required to mark Contractor Confidential Information CONFIDENTIAL with a restrictive legend or similar marking, together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request under Oregon public records laws. If Contractor Confidential Information is not clearly marked, or the Contractor Confidential Information cannot be marked with a restrictive legend or similar marking or is disclosed either orally or by visual presentation, Contractor shall identify the Contractor Confidential Information as confidential at the time of disclosure or within a reasonable time thereafter. This Agreement itself shall not be considered Contractor Confidential Information. Contractor Confidential Information does not include information that (1) is or becomes (other than by disclosure by the City) publicly known; (2) is furnished by Contractor to others without restrictions similar to those imposed by this Agreement; (3) is rightfully in the City's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (4) is obtained from a source other than Contractor without the obligation of confidentiality, (5) is disclosed with the written consent of Contractor, or; (6) is independently developed by employees or agents of the City who can be shown to have had no access to the Contractor

Confidential Information. Subject to subsection (i) and (ii), the City shall: (1) limit disclosure of Contractor Confidential Information to those directors, elected and appointed officials, employees, contractors and agents of the City who need to know the Contractor Confidential Information in connection with the Services and who have been informed of confidentiality obligations at least as strict as those contained in this Agreement, and (2) exercise reasonable care to protect the confidentiality of the Contractor Confidential Information, at least to the same degree of care as the City employs with respect to protecting its own proprietary and confidential information.

b. City's Confidential Information. Any and all information that the City provides to Contractor or its employees or agents in the performance of this Agreement that the City designates as confidential (either on the document itself or through related correspondence), as well as all reports and other documents and materials that result from Contractor's use of such information and any other Work Product that the City designates as confidential, is deemed to be confidential information of the City ("City Confidential Information"). City Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by the City to others without restrictions similar to those imposed by this Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (4) is obtained from a source other than the City without the obligation of confidentiality, (5) is disclosed with the written consent of City, or; (6) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

c. Contractor shall treat as confidential any City Confidential Information that has been made known or available to Contractor or that Contractor has received, learned, heard or observed; or to which Contractor has had access. Contractor shall use City Confidential Information exclusively for the City's benefit in the performance of this Agreement. Except as may be expressly authorized in writing by the City, in no event shall Contractor publish, use, discuss or cause or permit to be disclosed to any other person such City Confidential Information. Contractor shall (1) limit disclosure of the City Confidential Information to those directors, officers, employees, subcontractors, and agents of Contractor who need to know the City Confidential Information in connection with the Services and who have agreed in writing to confidentiality obligations at least as strict as those contained in this Agreement, (2) exercise reasonable care to protect the confidentiality of the City Confidential Information, at least to the same degree of care as Contractor employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City, upon its request, all materials

containing City Confidential Information, in whatever form, that are in Contractor's possession or custody or under its control. Contractor is expressly restricted from and shall not use the intellectual property rights of the City without the City's prior written consent.

d. Retroactivity. This Section shall apply to all City Confidential Information previously received, learned, observed, known by or made available to Contractor and related to this Agreement.

e. Survival. Contractor's confidentiality obligations under this Agreement shall survive termination or expiration of this Agreement.

f. Equitable Relief. Contractor acknowledges that unauthorized disclosure of City Confidential Information will result in irreparable harm to the City. The Parties agree that, notwithstanding any other section of this Agreement, in the event of a breach or a threatened breach of the Agreement's terms related to Confidential Information or intellectual property rights, the non-breaching Party shall be entitled to seek equitable relief to protect its interests, including but not limited to injunctive relief. Nothing stated herein shall be construed to limit any other remedies available to the Parties.

g. Discovery of Documents. In the event a court of competent jurisdiction orders the release of Confidential Information submitted by one Party, the other Party will notify the Party whose Confidential Information is being requested to be disclosed of the request. The Party receiving the request shall allow the other Party to participate in the response at its own expense. Each Party will comply with any effective court order.

15. Changes in Work.

Any changes to the provisions of this Agreement shall be in the form of an amendment. No provision of this Agreement may be amended unless such amendment is executed in writing by authorized representatives of the Parties; for the City, that is the City Manager or assigned staff. If the requirements for amendment of this Agreement as described in this section are not satisfied in full, then such amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect. The City reserves the right to make administrative changes to the Agreement unilaterally, such as extending option years and increasing compensation. An administrative change means a written change that does not affect the substantive rights of the Parties.

The City and Contractor can agree to make changes at any time to the Statement of Work due to changed or extra work in the form of a change order. Only the City Manager or City's Project Manager may authorize a change order. Failure of Contractor to secure written authorization for a change order shall constitute a waiver of all right to adjustment in the contract

price or contract time due to such unauthorized change order, and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work. If the change order would change the Agreement's not-to-exceed amount, the change order must be in the form of an amendment.

16. Errors.

Contractor shall perform such additional work as may be necessary to correct errors in the Services required under this Agreement without undue delays and without additional cost.

17. Disputes.

Contractor shall cooperate with the City to ensure that all claims and controversies which arise during this Agreement will be resolved as expeditiously as possible in accordance with the following resolution procedure:

i. Any dispute between the City and Contractor shall attempt to be resolved by their respective Project Manager or designee.

ii. If the Project Managers are unable to resolve the dispute within three (3) days of notice of dispute is given by a Party, the dispute shall be referred to the Project Managers' superiors.

iii. If the dispute cannot be resolved pursuant to subsections (i) or (ii), the parties agree to mediate in a good faith prior to initiating litigation pursuant to Section 23.

18. Early Termination of Agreement.

i. The City may terminate this Agreement for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.

ii. Either Party may terminate this Agreement in the event of a material breach by the other Party that is not cured. Unless otherwise set forth in the Agreement, before termination is permitted, the Party seeking termination shall give the other Party written notice via certified mail of the breach, its intent to terminate, and thirty (30) calendar days to cure the breach. If the breach is not cured within thirty 30 days, the Party seeking termination may terminate immediately by giving written notice by certified mail that the Agreement is terminated. If there is an immediate risk of harm to life or property, the City may terminate the Agreement immediately and without regard to the 30-day notice provision. Moreover, the City may immediately terminate this Agreement if Contractor: (a) becomes insolvent, makes a general assignment for the benefit of creditors; (b) suffers or permits the appointment of a receiver for its business or assets; (c) becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, and such proceeding has not been dismissed within a sixty (60) Calendar Day period; or (d) has wound up or liquidated, voluntarily or otherwise.

iii. Contractor shall promptly notify the City in writing upon the occurrence of any event that could reasonably be expected to result in a material adverse change in the financial condition, operations, or business prospects of the Contractor, including but not limited to insolvency, bankruptcy proceedings (whether voluntary or involuntary), appointment of a receiver, assignment for the benefit of creditors, or the commencement of any proceeding under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors

In the event that the City determines, in its sole discretion, that Contractor's financial condition has materially deteriorated or that any such adverse event has occurred or is reasonably likely to occur, the City shall have the right to terminate this Agreement immediately upon written notice to Contractor, without penalty or further obligation.

19. Remedies and Payment on Early Termination.

i. If the City terminates pursuant to Section 18(i), the City shall pay Contractor for Services performed in accordance with the Agreement prior to the termination date. No other costs or loss of anticipated profits shall be paid.

ii. If the City terminates pursuant to Section18(ii), the City is entitled all remedies available at law or equity. In addition, Contractor shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.

iii. If the Contractor justifiably terminates the Agreement pursuant to 18(ii), Contractor's only remedy is payment for Services performed and accepted by the City prior to the effective date of the termination. No other costs or loss of anticipated profits shall be paid.

iv. If the City's termination under Section 18(ii) was wrongful, the termination shall be automatically converted to one for convenience, and Contractor shall be paid as if the Agreement was terminated under Section 18(i).

v. In the event of early termination, Contractor's Work Product before the date of termination becomes property of the City.

20. Compliance with Applicable Law.

Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the

foregoing laws; and (x) all other applicable requirements of federal, state and municipal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.

Certain Oregon laws apply to all public contracts in Oregon. The City's performance under the Agreement is conditioned upon Contractor's compliance with the applicable provisions in the Attachment A – Statutorily Required Contract Provisions, which are incorporated herein by this reference.

21. Records and Audits.

i. Records Retention. Contractor shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). Contractor agrees to maintain and retain and retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement during the term of this Agreement and for a minimum of ten (10) years after the expiration or termination date of this Agreement, or for a minimum of ten (10) years after all other pending matters in connection with this Agreement are closed, whichever is longer.

ii. City Audits. The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and Services at any time in the course of the Agreement and during the records retention period listed above. Audits shall be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.

iii. Access to Records. The City may examine, audit and copy Contractor's books, documents, papers, and records relating to this Agreement at any time during the records retention period listed above upon reasonable notice. Copies of applicable records shall be made available upon request. Access to said documents shall be granted within seven (7) days written notice, or such other earlier time as is reasonable under the circumstances.

22. Law of Oregon.

This Agreement is governed by the laws of the State of Oregon without reference to its "conflict of laws" provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this Agreement shall be brough in the appropriate court of Clackamas County, Oregon.

23. Mediation, Trial By Jury, Attorneys' Fees.

i. Should any dispute arise between the Parties to this Agreement that cannot be resolved by Section 17, 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

Agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. By mutual agreement, the Parties may waive mediation and proceed with litigation. The waiver shall be in writing and signed by an authorized representative of each Party.

ii. The Parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both Parties. Mediation will be conducted in West Linn, 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.

iii. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury.

iv. In any mediation or litigation arising under this Agreement, each Party shall bear its own fees and costs, including attorneys' fees.

v. Any legal proceeding of any nature whatsoever brought by Contractor against the City that asserts a breach of contract, a declaratory judgment proceeding, or any other legal or equitable claim related to, or arising from, the Services performed under this Agreement shall be brought within one (1) year of the date that final payment is made to Contractor, regardless of whether Contractor is aware of the legal claim it might have during that time. If the legal proceeding is not brough within that one (1) year period, Contractor expressly waives any and all claims that are in any way related to the Agreement. For purposes of this subsection, final payment is considered to be made when the City sends a check to Contractor that contains the undisputed balance that is due for all Services performed prior to the expiration or termination of the Agreement. The subsequent payment of minor amounts to Contractor that constitute less than 2% of the total cost of Services performed, or the payment of claims made pursuant to section 17, shall not affect the date when final payment is considered to have been made.

24. Conflict of Interest.

Contractor hereby certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Contractor, its employee(s), officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: (1) has responsibility in making decisions or ability to influence decision-making on the Agreement or project to which this Agreement pertains; (2) has or will participate in evaluation or management of the Agreement; or (3) has or will have financial benefits in the Agreement. Contractor understands that should it elect to employ any former City official/employee during the term of the Agreement, then that former City official/Contractor employee must comply with applicable government ethics and conflicts of interest provisions in

ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and any provisions of the City's Charter, Code, ordinances, or administrative rules.

25. Subcontractors.

The Contractor is solely and exclusively for the performance of the Services, notwithstanding any subcontracts that it enters into for the performance of the Services. Contractor shall provide a list of all subcontractors with which Contractor intends to utilize in providing Services. This list shall include such information on their relevant qualifications as may be requested by the City. The City reserves the right to review and reject Contractor's use of subcontractors where the City has a reasonable objection. Contractor shall obtain the City's written consent prior to entering into any subcontracts for any of the Services required by the Agreement.

26. Force Majeure.

A "Force Majeure Event" is an exceptional, unforeseeable and unavoidable occurrence beyond the reasonable control of the affected Party, such as, riots, epidemics, war, government regulations, labor disputes, fire, natural phenomena, or other unforeseeable causes beyond such Party's reasonable control. In the event that either Party is unable to perform any of its obligations under this Agreement due to a Force Majeure Event not the fault of the affected Party, the Party who has been so affected immediately shall give notice to the other Party and shall do everything reasonably possible to resume performance. Upon receipt of such notice, the performance obligations affected by the Force Majeure event shall immediately be suspended.

If the period of nonperformance exceeds fifteen (15) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

If the period of nonperformance due to a Force Majeure Event does not exceed fifteen (15) calendar days, such nonperformance shall automatically extend the time to complete the Services for a period equal to the duration of such events. Any warranty period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such event.

If the period of nonperformance due to Force Majeure Event is longer than fifteen (15) calendar days, the Parties shall negotiate options for mitigate the Force Majeure Event.

27. Security Requirements for Personnel.

If required by the City, Contractor shall conduct a criminal history/records check of all personnel and Contractor's subcontractors' personnel that will have access to City information, systems, or payments, or vulnerable individuals and ensure ongoing security requirements for such personnel are maintained.

28. Business License

Pursuant to WLMC 7.025. Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this agreement.

29. Publication Rights/Rights in Data

All material contained in the ACFR and related reports (graphics, photos, etc.), prepared by the City are the property of the City. The auditors' reports are the property of Aldrich CPAs and Advisors LLP; the City may reproduce and distribute the reports, or any part thereof, in such form as the City desires, but will inform Aldrich CPAs and Advisors LLP if such reports are to be used in offering documents or similar materials and obtain the written permission of Aldrich CPAs and Advisors LLP to do so.

Aldrich CPAs and Advisors LLP shall not publish any of the results of the work without the prior written permission of the City. All original written material and other documentation, including background data, documentation, and staff work that is preliminary to final reports, originated and prepared for the City pursuant to this contract, is exclusively the property of Aldrich CPAs and Advisors LLP.

Material already in Aldrich CPAs and Advisors LLP 's possession, independently developed by Aldrich CPAs and Advisors LLP outside the scope of this contract or rightfully obtained by Aldrich CPAs and Advisors LLP from third parties, shall belong to Aldrich CPAs and Advisors LLP.

30. General Provisions.

i. Successors and Assigns. Each party binds itself, and any partner, successor, executor, administrator or assign to this Agreement.

ii. Assignment. Contractor shall not assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the City and no assignment shall be of any force or effect whatsoever unless and until the City has so consented. For purposes of this Section, the acquisition, merger, consolidation or change in control of Contractor or any assignment by operation of law shall be considered an assignment of this Contract that requires the City's prior written consent. If the City agrees to assignment of tasks to a subcontractor, Contractor shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by the City of any subcontractor nor anything contained in this Agreement shall be deemed to create any contractual relation between them and the City.

iii. Change in Ownership. If, during the term of this Contract, Contractor experiences a change in ownership or control, Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in ownership or control is sufficient grounds for terminating this Contract.

iv. Severability. In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining

terms and provisions shall not be affected to the extent that it did not materially affect the intent of the Parties when they entered into the Agreement.

v. No Third-Party Beneficiaries. Contractor and the City 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 or 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.

vi. Non-Discrimination. Each Party agrees not to discriminate on the basis of age, citizenship status, color, familial status, gender identity or expression, marital status, mental disability, national origin, physical disability, race, religion, religious observance, sex, sexual orientation, and source or level of income in the performance of this Agreement.

vii. News Releases and Public Announcements. Contractor shall not use the City seal or other representations of the City in its external advertising, marketing, website, or other promotional efforts, nor shall Contractor issue any news release or public announcements pertaining to this Agreement or the Services without the express written approval of the City. Such approval may be withheld in the City's sole discretion.

viii. Exclusivity. This is not an exclusive contract, and the City retains the right to contract with other entities or contractors for the same or similar goods or services as provided under this Agreement in the City's sole discretion.

ix. Integration. This Agreement and attached Exhibits and Attachments constitutes the entire Agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement regarding this Agreement.

x. No Waiver. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given.

xi. Order of Precedence. Should there be any conflict between the terms of this Agreement and the Contractor's proposed contract terms, scope of work, or any other document provided by the Contractor, this Agreement shall follow the following order of precedence:

Highest Priority:	Amendments
	This Agreement
	Change Orders
	Exhibit A, Scope of Services
	Exhibit B, Additional Payment Terms
	Other Exhibits
	The City's Solicitation
Lowest Priority:	The Contractor's Proposal

xii. Survival. All provisions in this Agreement, which by their nature should remain in effect beyond termination or expiration of this Agreement, will survive until fulfilled.

xiii. Counterparts; Electronic Signatures. The Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same Agreement. The City and Contractor may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures.

xiv. Independent Legal Review. The Parties, by the signature of their authorized representatives, acknowledge that they have read this Agreement, have performed an independent legal review, understand it, and agree to be bound by its terms and conditions. This Agreement has been drafted by the City in the general format by the City as a convenience to the Parties only and shall not, by reason of such action, be construed against the City. Section headings are for ease of reference and convenience only and shall not affect or enter into the interpretation of any portion of this Agreement.

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SIGNATURE PAGE

IN WITNESS HEREOF, the Parties hereby cause this Agreement to be executed.

ALDRICH CPAS AND ADVISORS LLP	**CITY OF WEST LINN**
_____	_____
Authorized Signature Date	**John Williams** Date City Manager
_____	
Printed Name and Title	

ATTACHMENT A

Statutorily Required Public Contracting Provisions

Contractor shall observe all applicable state and local laws pertaining to public contracts. Pursuant to ORS Chapters 279A, 279B and 279C, which require every public contract to contain certain provisions, and other state law, the following provisions shall be a part of this contract, as applicable. All defined terms in this Attachment shall be interpreted in accordance with the solicitation or contract document and the relevant statutory provision. Subcontractor shall be read to mean subcontractor or subconsultant.

1. ORS 279A.110 (Non-discrimination Certification): Contractor shall certify that Contractor has not discriminated and will not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a disadvantaged, minority owned, woman owned, veteran owned, or emerging small business enterprise (certified under ORS 200.055.), or a business that is owned or controlled by, or employs a disabled veteran (as defined in ORS 408.225).

2. Pursuant to ORS 279B.220 or 279C.505, as applicable, Contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

3. Pursuant to ORS 279B.225, every public contract for lawn and landscape maintenance shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

4. Pursuant to ORS 279B.230(1) or 279C.530(1), as applicable, Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

5. Pursuant to ORS 279B.230(2) or 279C.530.(2), as applicable, in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

6. Pursuant to ORS 279B.235(1) and 279B.020 and ORS 279C.520 and 279C.540 (Hours of Labor,

Holidays, and Overtime): Except as otherwise provided in an applicable collective bargaining agreement with a labor organization, Contractor shall not employ and shall require that its Subcontractors not employ any person to perform construction work for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:

i. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and

ii. For all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

iii. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540(1)(b).

iv. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.

v. Contractor shall and shall require its Subcontractors to give notice in writing to their employees who work under this contract, either at the time of hire or before commencement of Work or Services under the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

7. Environmental Laws. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

8. Oregon Tax Law Compliance: Contractor must, throughout the duration of this contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of this contract, represents and warrants that it has faithfully has complied with, and will continue to comply with during the term of this contract: (A) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions. Failure to comply with this section is a default for which the City may terminate the contract and seek damages and other relief available under the terms of the contract or under applicable law.

9. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the state of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract. Contractor shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this contract.
10. Assignment or Transfer Restricted. Unless otherwise provided in the contract, the Contractor shall not assign, sell, dispose of, or transfer rights, or delegate duties under the contract, either in whole or in part, without the Contracting Agency's prior Written consent. Unless otherwise agreed by the Contracting Agency in Writing, such consent shall not relieve the Contractor of any obligations under the contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the contract. If the Contracting Agency consents in Writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the Contracting Agency for complete performance of the contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the Contracting Agency otherwise agrees in Writing.

EXHIBIT A

SCOPE OF SERVICES

1. Aldrich CPAs and Advisors LLP shall conduct an audit of the accounts and fiscal affairs of the City, for the year beginning July 1, 2025, and ending June 30, 2026, and annually thereafter. The Work shall be performed in accordance with:

   a. The *Minimum Standards of Audits of Oregon Municipal Corporations;*

   b. The requirements of Oregon Revised Statutes 297.405 through 297.740, and the associated regulations;

   c. Generally accepted auditing standards, and,

   d. When required, *Government Auditing Standards* issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996 and the provisions of the Uniform Guidance.

2. The audit shall be undertaken in order to express an opinion upon the financial statements of the City, and to determine if the City has complied substantially with appropriate legal provisions. The services to be provided are detailed in the Proposal issued by Aldrich CPAs and Advisors LLP (Exhibit C).

3. Aldrich CPAs and Advisors LLP agrees that the services they have contracted to perform under this contract shall be rendered by them or under the personal supervision of an auditor admitted to the Municipal Roster employed by them, and that the work will be faithfully performed with care and diligence.

4. If unusual conditions arise or are encountered during the course of the audit making additional services of Aldrich CPAs and Advisors LLP necessary, the Aldrich CPAs and Advisors LLP shall provide written notification of such unusual conditions to the City, who shall instruct Aldrich CPAs and Advisors LLP of any necessary action to be taken in writing concerning the additional services. The signed copy of the notification and instructions shall be delivered immediately to the Secretary of State by the party issuing the notification.

5. The audit shall start at a mutually agreed upon time after this contract is executed. The audit shall be completed, and all written reports delivered, no later than six (6) months, after the close of the audit years covered by this contract (e.g., for a June 30 fiscal year end, by December 31 following fiscal year end), unless extended by mutual agreement of the Parties and approved by the Oregon Secretary of State.

6. Adequate copies of the auditors' reports on financial statements and related reports and opinions required by professional standards shall be delivered to the City; the form and content of the reports shall be in accordance with the *Minimum Standards for Audits of Oregon Municipal Corporations.*

7. City acknowledges that it is responsible for ensuring its financial statements fully disclose and fairly present the results of operations for the year under audit and the financial condition at the end of that year. If the City does not prepare and present the financial statements within a reasonable period of time, it is understood Aldrich CPAs and Advisors LLP shall prepare them for the City. The cost of preparing such financial statements shall be in addition to the fee for conducting the audit set forth below.

8. All final reports shall be provided in both written and electronic format. Electronic format shall be in a format coordinated with the City and shall be fully compatible with such software programs specified by the City, e.g. Microsoft Word, Microsoft Excel, or such other software program as specified by the City.

9. The Scope of Work is subject to the following restrictions and assumptions:

a. City's staff shall reasonably cooperate with Aldrich CPAs and Advisors LLP.

b. The books are closed, balanced and reconciled, and that no unexpected circumstances will be encountered during the audit.

c. City will prepare all financial schedules that it has traditionally prepared, including the Annual Comprehensive Financial Report (ACFR).

d. City will print the financial statements, except reports and opinions of Aldrich CPAs and Advisors LLP, and will prepare all statistical tables for the ACFR.

g. If audit or reporting requirements change substantially, the parties will agree to renegotiate audit and assistance fees to allow Aldrich CPAs and Advisors LLP to meet professional standards without economic harm or benefit, regardless of whether those new requirements reduce or increase Aldrich CPAs and Advisors LLP's responsibilities.

SERVICES SCHEDULE

The Services shall be completed no later than six (6) months after the close of the audit year (e.g., for a June 30 fiscal year end, by December 31 following fiscal year end), unless extended by mutual agreement of the Parties and approved by the Oregon Secretary of State.

EXHIBIT B: ADDITIONAL PAYMENT TERMS

Amount of Payment

Aldrich CPAs and Advisors LLP shall be compensated for all goods, materials, expenses, and services as follows: payment based on the lump-sum contract price and Aldrich CPAs and Advisors LLP's schedule, as set forth in Exhibit C Section 7 (Aldrich CPAs and Advisors LLP proposal) provided however that the contract amount shall not exceed the amounts below unless City requests single audits for additional major programs (see Attachment C of Exhibit C):

1. $59,355 for FY 2025-26
2. $61,700 for FY 2026-27
3. $64,165 for FY 2027-28
4. $66,725 for FY 2028-29, and
5. $69,375 for FY 2029-30

If the Options to Renew the Contract are exercised by the City as set forth in Duration above, the fees charged for each annual period of renewal shall be Aldrich CPAs and Advisors LLP's published municipal rates, or the prior year's rates plus CPI (using Bureau of Labor Statistics CPI-W for Urban Wage Earners and Clerical Workers for Western Cities – B/C), whichever is less. The "not to exceed" amount shall be:

1. $72,150 for FY 2030-31; and
2. $75,025 for FY 2031-32

Payment shall be based upon the following applicable terms:

A. Payment by City to Aldrich CPAs and Advisors LLP for performance of services under this Agreement includes all expenses incurred by Aldrich CPAs and Advisors LLP, with the exception of expenses, if any identified in this Agreement as separately reimbursable.

B. Payment will be made in installments based on Aldrich CPAs and Advisors LLP's invoice, subject to the approval of the City Manager, or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.

C. Payment by City shall release City from any further obligation for payment to Aldrich CPAs and Advisors LLP, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

D. Where applicable, Aldrich CPAs and Advisors LLP must make payment promptly as due to persons supplying Aldrich CPAs and Advisors LLP labor or materials for the execution of the work provided by this order. Aldrich CPAs and Advisors LLP must pay all contributions or amounts due from Aldrich CPAs and Advisors LLP to the Industrial Accident Fund incurred in the performance of this order. Aldrich CPAs and Advisors LLP shall not permit any lien or claim to be filed or prosecuted against City or any subdivision of City on account

of any labor or material to be furnished. Aldrich CPAs and Advisors LLP further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

E. If Aldrich CPAs and Advisors LLP fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Aldrich CPAs and Advisors LLP or a subcontractor by any person as such claim becomes due, City's Finance Director may pay such claim and charge the amount of the payment against funds due or to become due the Aldrich CPAs and Advisors LLP. The payment of the claim in this manner shall not relieve Aldrich CPAs and Advisors LLP or their surety from obligation with respect to any unpaid claims.

F. If labor is performed under this order, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209.

G. Aldrich CPAs and Advisors LLP shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Aldrich CPAs and Advisors LLP or all sums which Aldrich CPAs and Advisors LLP agrees to pay for such services and all moneys and sums which Aldrich CPAs and Advisors LLP collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

City of West Linn

PROPOSAL FOR PROFESSIONAL AUDIT SERVICES
FOR THE YEARS ENDING JUNE 30, 2026 – 2030

Aldrich®

City of West Linn

Aldrich CPAs + Advisors LLP
5665 Meadows Rd. #200
Lake Oswego, OR 97035

July 29, 2025

City of West Linn
Attn: Lauren Breithaupt, Finance Director
22500 Salamo Road
West Linn, OR 97068

Dear Lauren,

Aldrich CPAs + Advisors LLP (FEIN #93-0623286) is pleased to submit a proposal to provide professional services to the City of West Linn, ("the City"). These services will include audit of the financial statements of the City, and all required federal and state compliance audits as outlined in the RFP. All the work outlined in the City's RFP will be completed in the established time periods established by the City.

This proposal will provide you with information about our firm, our experience serving governmental organizations and our continuing commitment to you.

Aldrich is uniquely qualified to meet your needs because we have assembled a service team that is knowledgeable about the types of unique financial reporting and operational risks faced by the City. We understand your organization. The team leader assigned to your engagement has over a decade's experience providing audit services to cities, counties, urban renewal agencies, school districts, and housing authorities throughout Oregon. Because of this experience, we know we can provide seamless and value-added services delivered by professionals who understand your challenges and opportunities.

Superior client service is our #1 goal. At Aldrich we have designed our service approach to exceed your expectations. We continually strive to provide the highest level of specialized service in the market. We perform high quality, efficient audits. We will listen and respond to your needs on a timely basis and provide meaningful internal control and government-oriented recommendations.

Our greatest product is our high-quality service

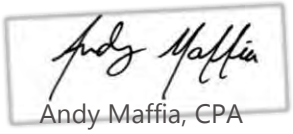
- Our team is dedicated to being responsive to our clients and delivering on our commitments in a timely manner.
- Our service approach is one of significant partner and manager level attention.
- We endeavor to exceed your expectations.

Licensing and Independence. Aldrich, the team leaders, and all assigned professional staff are properly licensed to perform audits of municipal corporations in the State of Oregon. In addition, we are independent of the City in both fact and appearance. Aldrich is a resident vendor firm as defined in ORS 279A.120.

Offer. This proposal is a firm and irrevocable offer through the June 30, 2026, audit period. The representatives signing and submitting this proposal are entitled to represent the audit firm, empowered to submit the bid, and authorized to sign a contract on behalf of the audit firm. Aldrich agrees to perform all the work outlined in the City's RFP within the time periods established by the City.

We want to be your trusted advisors. We will consider it a privilege to be chosen to work with you. We are excited to address your needs and are confident we can build a long-lasting relationship. Should you have any questions, please feel free to contact us Jessica Luther-Haynes at (503) 585-7774 or by mail at 680 Hawthorne Ave SE, #140 Salem, OR 97301.

Very truly yours,



Andy Maffia, CPA
Partner, Nonprofit and Government Services Leader
amaffia@aldrichadvisors.com



Jessica Luther-Haynes, CPA, CFE
Senior Manager
jlutherhaynes@aldrichadvisors.com

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Section 3: General Firm Information

WE ARE ALDRICH

a. Provide a general description of the firm. Include a delineation of proposed services, company experience, and approach to the project. This section may include a flow chart, methodology, unique management strategies, etc. Provide an organizational chart showing key personnel and their work location(s).

For more than 50 years, Aldrich has helped governments, not-for-profits and their employees achieve their professional and personal financial goals. We pair deep industry experience with a full suite of integrated financial, tax, accounting, wealth, and business transition services to help bring clarity to every phase of our clients' personal and professional life cycles. The Aldrich group of companies is composed of:

Aldrich CPAs + Advisors LLP, one of the top 70 accounting firms in the US
Aldrich Wealth LP, a Registered Investment Advisory firm with more than $6.5 billion in assets under advisement that offers services for individuals and corporate retirement plans
Aldrich Capital Advisors LP, which provides advisory services for business transactions

NATIONWIDE SERVICE FROM THE WESTERN US

We are a growing firm with nearly 500 employees along with 40+ partners. Currently we have offices in the following cities:

- Carlsbad, CA
- Denver, CO
- Orange County, CA
- Portland, OR
- Salem, OR
- Salt Lake City, UT
- San Diego, CA
- Spokane, WA

INDUSTRIES WE SERVE

With a deep understanding of the diverse needs of the markets we serve, Aldrich specializes in 14 industries and provides tailored solutions to our clients in these niches. The niches we service are:

- Agriculture + Farming
- Architecture + Engineering
- Communications
- Construction
- Dental
- Food + Beverage
- Government
- Growth Services
- Healthcare
- Manufacturing + Distribution
- Nonprofit
- Professional Services
- Real Estate
- Utilities
- Veterinary

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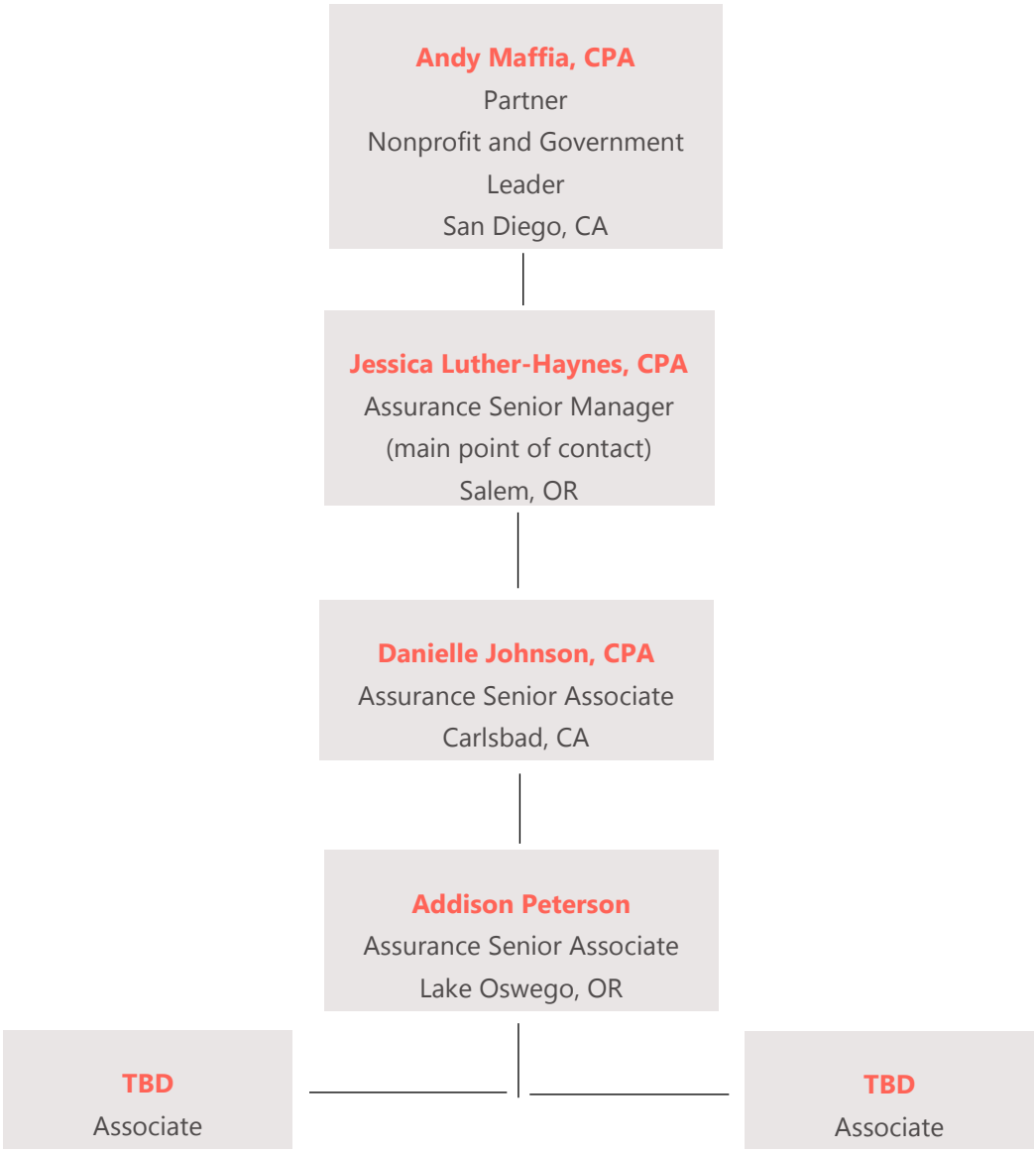
We believe Aldrich can make a substantial contribution to the fiscal management of the City of West Linn. As you focus on the important issues of rising costs, expanding services, community partnerships and successfully achieving your mission, our professionals will help you assess and ensure the quality and reliability of the financial information used by your City Council, management, citizens, vendors, creditors, and community partners.

We are committed to quality and excellence. Our mission is *"We exist to improve the lives of our people, our clients, and our communities"*. Our partners and senior managers are actively involved in the audit process to assure quick recognition and resolution of issues. We are committed to maintaining the highest standards of quality and professionalism. Our firm attracts the top auditing talent. The audit software we use is advanced and current. We do what is right, always following the highest level of integrity and ethical standards, developed over the last 50 years of government and related accounting experience.

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ALDRICH TEAM ORGANIZATION CHART

Below are the Aldrich team members, and office locations, who will be responsible for the City of West Linn audit.



Aldrich has many team members who can fill the associate team positions. Those team members will be introduced to the City when audit fieldwork dates are set, and we know which team members are available at that time.

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Section 3: General Firm Information

b. Demonstrate specific capabilities for fulfilling the project requirements according to similar previous experience, including years of business, bonding capabilities, and any past bankruptcy filings.

DEMONSTRATION OF CAPABILITIES AND RELEVANT EXPERIENCE

Years in Business and Organizational Background

Aldrich CPAs + Advisors, LLP has been providing professional auditing and financial consulting services for over 50 years. Established in 1973 our firm has consistently delivered high-quality audit services to municipalities, government agencies, and public sector organizations. Our deep understanding of governmental accounting standards (including GASB and GAAP) positions us to meet the City's expectations with competence and efficiency.

Relevant Experience with Similar Projects

We have successfully completed similar engagements for several municipalities and public entities across the region. Notable projects include:

- City of Oregon City, and City of Oregon City Urban Renewal Agency, Oregon – Annual financial statement and compliance audits for fiscal years 2022–2025 including a Single Audit in accordance with Uniform Guidance.
- City of Independence and City of Independence Urban Renewal Agency, Oregon – Annual financial statement and compliance audits for fiscal years 2022–2025.
- City of Newport and City of Newport Urban Renewal Agency, Oregon – Annual financial statement and compliance audits for fiscal years 2022–2025, Single Audit in accordance with Uniform Guidance, and preparation of the Annual Comprehensive Financial Report (ACFR).
- City of Woodburn and City of Woodburn Urban Renewal Agency, Oregon – Annual audit services beginning in fiscal year 2025, Single Audit in accordance with Uniform Guidance, and preparation of the Annual Comprehensive Financial Report (ACFR)
- Bend (Oregon) Park and Recreation – Annual financial statement audit services beginning in fiscal year 2024.
- Hood River County, Hood River County Windmaster Urban Renewal Agency and Hood River County 911 Communications District, Oregon – Annual audit services for fiscal years 2021–2024, Single Audit in accordance with Uniform Guidance, and preparation of the Annual Financial Report (AFR). Consulting services beginning in fiscal year 2025.
- Linn County, Linn County Emergency Telephone Agency, Linn County 4-H and Extension Service District and Linn Regional Fueling Facility, Oregon – Annual audit services beginning in fiscal year 2025 including Single Audit in accordance with Uniform Guidance.
- Jefferson County and Jefferson County Road Agency, Oregon – Annual audit services beginning in fiscal year 2025, Single Audit in accordance with Uniform Guidance, and preparation of the Annual Financial Report (AFR).

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These projects reflect our firm's ability to manage complex audits while adhering to all applicable regulations and deadlines.

Bonding Capabilities

If required, Aldrich CPAs + Advisors will obtain sufficient coverage to meet the City's requirements.

Bankruptcy History

Aldrich CPAs + Advisors LLP has never filed for bankruptcy in its history. We maintain strong financial health and have received a rating of pass on all Peer Review Reports. This stability ensures our capacity to sustain long-term engagements and fulfill all contractual obligations to our clients.

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Section 3: General Firm Information

c. Describe the audit firm's experience and knowledge in performing audits in accordance with the provisions of the Single Audit Act, as amended by OMB Circular A-133. Attach two recent examples of your work in this area to your proposal.

MUNICIPAL AUDIT AND SINGLE AUDIT EXPERIENCE

Aldrich has a niche dedicated to governmental and nonprofit organizations. We currently serve hundreds of governmental and nonprofit organizations each year. We proactively obtain updates and adopt new accounting standards related to the Government Accounting Standards Board (GASB), and our methodology is the result of continuous research and improvement based on our experiences with clients.

Every industry has special characteristics, but the government sector is truly unique. The current operating environment requires enhanced fiscal transparency, a higher level of information, and assurance that the financial systems are serving to accomplish the organization's mission. At the same time, financial reporting requirements are growing more stringent. We are proud to have talented, experienced professionals who are knowledgeable about the unique financial reporting and operational risks faced by your organization. We have a responsive, hands-on approach. We know the issues you face because we are committed to serving municipal governments.

Aldrich has a long-standing history of auditing local governments in the State of Oregon with many partners and staff dedicated to serving this niche. Annually, Aldrich performs more than a dozen single audits spanning a vast number of programs and federal agencies. We work closely with state agencies in Oregon to help our clients obtain guidance on preparing a complete and accurate schedule of expenditures of federal awards and to clarify compliance requirements. With multiple partners and staff on the municipal audit roster, Aldrich is also familiar with the requirements of Oregon Minimum Standards for Audits of Municipal Corporations.

Please see Exhibit D for sample reports.

QUALITY

As we become aware of new issues that may impact your industry, we will communicate the relevant information to you in a timely manner. Having the ability to meet with you and your team in-person on a regular basis allows us to help you evaluate your organization and provide guidance on other questions that may come up. Our methodology is the result of keeping our pulse on what is happening in our communities. Keeping our clients up-to-date and sharing relevant information is part of our philosophy that encompasses ongoing and pertinent communication with our clients.

As members of the American Institute of Certified Public Accountants (AICPA) and the Oregon Society of Certified Public Accountants (OSCPA), our team frequently utilizes the resources available to monitor developments pertinent to local government audits and industry developments. Because of our commitment and ability to track these continual changes and their specific application to your organization, we believe we are the right accounting firm for you. Our technical expertise includes an in-depth knowledge of the AICPA's State and Local Government Audit and Accounting Guide. The City

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will receive the complete attention of our client service team dedicated to serving organizations with similar requirements.

Additionally, Aldrich is a member of the AICPA's Peer Review Program, which closely monitors overall professional excellence in the accounting industry and the quality of services rendered. Aldrich has received the highest ranking possible for adherence to professional standards measured by the peer review process.

As a member of CPAmerica International, the 6th largest CPA network in the United States of America, we have an exclusive association with more than 80 leading independent accounting firms across the country and more than 310 offices worldwide. Our association allows us to maintain a strong allegiance to our local community while providing clients with national and international service.

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Section 3: General Firm Information

MUNICIPAL AUDIT REPORT SAMPLE

d. Attach to the proposal one sample of your last municipal audit report issued in the State of Oregon that was similar and comparable in services to that of the City of West Linn.

Please see Exhibit E for an example of a recent auditor's reports.

MANAGEMENT LETTER SAMPLES

e. Attach to the proposal two (2) samples of management letters that you have recently issued covering an audit of an Oregon municipality.

Please Exhibit F for examples of communications to the Board.

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Section 3: General Firm Information

PEER REVIEW REPORT

f. The report on the audit firm's most recent external quality review, any findings discovered as part of that review and actions taken to correct those findings. The audit firm must also disclose information on the circumstances and status of any disciplinary action taken or pending against the audit firm during the past three (3) years with state regulatory bodies or professional organizations as well as any pending or settled litigation within the past three (3) years.

Below is a copy of our April 30, 2023, Peer Review Report. Aldrich CPAs + Advisors LLP received a peer review rating of pass and did not receive a letter of comments. There has been no disciplinary action taken against Aldrich or any of its CPAs, and there has been no pending or settled litigation during the past 3 years with any state regulatory bodies or professional organizations.

Briscoe, Burke & Grigsby LLP
CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control

October 4, 2023

To the Partners of Aldrich CPAs + Advisors LLP
and the Oregon Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Aldrich CPAs + Advisors LLP (the firm) in effect for the year ended April 30, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Aldrich CPAs + Advisors LLP in effect for the year ended April 30, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Aldrich CPAs + Advisors LLP has received a peer review rating of *pass*.

Briscoe, Burke & Grigsby LLP

Certified Public Accountants
Members American Institute of Certified Public Accountants
4120 East 51st Street Suite 100 Tulsa, Oklahoma 74135-3633 (918) 749-8337

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Section 3: General Firm Information

CONTRACT TERMINATION

g. Identify any contract/agreement or subcontract/agreement held by the firm that, in the last five years, has been terminated, declared in default, or subject to a claims process that resulted in litigation or arbitration.

Aldrich CPAs + Advisors LLP has not had any contracts terminated, declared in default, or subject to a claims process that resulted in litigation or arbitration.

PROFESSIONAL LIABILITY INSURANCE

h. Provide information on the types and amounts of insurance carried by the firm.

Aldrich CPAs + Advisors LLP carries a professional liability policy of $2,000,000 per claim, which is the policy aggregate.

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Section 4: Experience, Organization, and Qualifications of the Project Team

YOUR ALDRICH TEAM

a. Provide the organizational structure of the teams who would be assigned to this project, including experience and relevance of key personnel that will be assigned to this project. Identify relevant education, professional certifications, years of experience and resumes (5 maximum resumes) of key personnel.
b. Identify a proposed project manager that would serve as the key point of contact for the City. Describe the project manager's experience with similar projects and their tenure with the firm.
c. Identify all key personnel who will be assigned to work on this project including names, CPA license numbers, and Oregon Municipal Audit Roster numbers. Include a brief summary of their background and experience in auditing similar cities as well as their roles and assigned responsibilities under the proposal.

The biographies below are for the team members overseeing the engagement. We select team members that are passionate in serving our clients and have a desire to help our clients achieve their goals. All personnel, senior level and above, are licensed CPAs who have the required 80 hours of CPE necessary to maintain their CPA licenses as well as the 80 hours of Yellow Book CPE required to perform audits in accordance with *Government Auditing Standards*.

No complaints have been leveled against any of our team members, nor have any corrective actions been taken.



Andy Maffia, CPA
Partner
OR CPA License #16472 | CA CPA License #93015
Oregon Municipal Audit Roster #1679

Andy joined Aldrich in 2002 and specializes in audits of organizations subject to government auditing standards, including single audits under the Uniform Guidance, agreed-upon procedures, consulting work, and attest work for closely held companies. Over his time in public accounting, Andy has served hundreds of organizations at all levels as an associate through partner. Andy is currently board president and serves on the executive, compliance, and finance committees of a large nonprofit organization. He is a member of the audit committee for the City of San Diego, an elected position with a term expiring in January 2029. Andy serves as the engagement partner on all municipal audits performed within the State of Oregon.

Andy, a member of AICPA, will serve as the engagement partner overseeing the services provided.

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Jessica Luther-Haynes, CPA, CFE
Assurance Senior Manager
OR CPA License #12570
Oregon Municipal Audit Roster #1495

Jessica joined Aldrich in 2022 and specializes in audits of cities and counties. In her 17 years of public accounting experience, she has performed more than 100 audits of local governments and has served as quality control reviewer on dozens more. Jessica has worked with numerous local governments in Oregon including, but not limited to, the City of Oregon City, Hood River County, and City of Newport. She has extensive knowledge in implementing new GASB standards and serves on the Oregon Society of CPA's Governmental Accounting and Auditing Strategic Committee which allows her to stay up to date on current developments in Government Accounting and Auditing. In addition, as a member of the Government Finance Officers Association's (GFOA) Special Review Committee, she is well-versed in drafting and reviewing Annual Comprehensive Financial Reports (ACFR's) and has direct access to the GFOA community.

Jessica will serve as the main point-of-contact for the audit and perform the Single Audit.



Danielle Johnson, CPA
Assurance Senior Associate
OR CPA License #16897
Oregon Municipal Audit Roster #1695

Danielle joined Aldrich in 2021 and has a bachelor's in accounting from George Fox University. As a Certified Public Accountant in Oregon, she is dedicated to leveraging comprehensive assurance expertise to ensure compliance and excellence in nonprofit and government. She is passionate about making a positive difference in the lives of her clients.

Danielle has spent the majority of her tenure at Aldrich auditing local governments within the State of Oregon. As a senior associate, she leads and manages audits of local governments and prepares annual comprehensive financial reports for her clients. In 2024, Danielle obtained her Oregon Municipal license.

Danielle will lead the audit team, perform detail review, and draft the auditor's reports.

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Addison Peterson, CPA
Assurance Senior Associate
OR CPA License #17215

Addison joined Aldrich in 2024, bringing three years of audit experience in public accounting, including work with a Big Four firm across a range of industries. She earned a Bachelor of Arts in Accounting from George Fox University, completing the program on an accelerated three-year track, and obtained her Certified Public Accountant (CPA) license within two years of graduation. Addison possesses significant expertise in performing Single Audits in accordance with the Uniform Guidance for federal grant awards. Her audit experience spans local governments in Oregon—including the City of Woodburn, the City of Independence, and the City of Newport—as well as clients in the healthcare, manufacturing, and higher education sectors.

Addison will assist Jessica with the day-to-day audit services, detail review of the audit workpapers and answer staff questions.

STAFF CONTINUITY

The abilities, strengths, and personal characteristics of our people are the foundation for our excellence in client service. Our philosophy is to hire people that fit our culture and service philosophy and retain them. We believe consistent and knowledgeable staffing provides better value to you based on growing familiarity with your organization and establishing positive relationships with your staff. We strive to maintain continuity of staff in leadership positions on our engagements to ensure efficiency and provide clients with accessible, knowledgeable, and competent advisors. This results in the development of long-term relationships with professionals that are knowledgeable about you, your people, and your mission.

Aldrich recognizes that engagement team continuity is important to you and the quality of service. Our client service approach enables us to provide consistent staffing from year to year, from fieldwork to partner review. Our long-range plans do not include any changes that would negatively affect our service team or our firm's commitment to serving you.

If, during our services, you request the rotation of the partner, manager, or senior associate on the engagement, we have the available resources to satisfy your request with minimal disruption to the audit process. The rotation of any of these positions will provide a fresh set of eyes and perspective on your operations, while still providing access to Aldrich's accumulated knowledge of your organization. We also emphasize objectivity and independence while maintaining the industry knowledge that is essential to understanding the uniqueness of the City. The members of our government and nonprofit audit and financial services team focus on government and nonprofit organizations but also have experience working with other multi-faceted industries in the for-profit sector.

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Section 4: Experience, Organization, and Qualifications of the Project Team

USE OF SUBCONTRACTORS

d. Include names, addresses, phone numbers, and a statement of qualifications and experience of subcontractors that may be used to complete project tasks, if needed.

We do not anticipate using any subcontractor, association or affiliate member firm personnel outside of the Aldrich Group of Companies to perform the requested services. We have team members within the Aldrich Group of Companies who possess the skill and expertise needed to complete the audit.

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Section 5: Project Understanding and Example Projects

AUDIT APPROACH

a. Describe the firm's audit approach and methodology to be used to perform the audit services. Discussion items may include the approach to: 1) determining laws and regulations subject to audit test work, 2) evaluating the City's internal control structure, 3) selecting audit procedures, including sample size selection, use of specialized software and use of analytical procedures, and 4) identifying any anticipated problems.

Aldrich's audit approach is management oriented and goes beyond the numbers. Aldrich uses a risk-based audit approach specifically tailored to each client. Our audit procedures and techniques result from our ongoing commitment to developing more cost-effective auditing procedures. The audit programs are government specific and will be tailored to address the specific risks of the City.

We view the financial statement audit as a collaborative and positive process, where both Aldrich and the City can learn from each other. Our approach to the financial statement audit is to tailor procedures specifically to the City, which is a result of our understanding of your mission and goals. We will gain an understanding of the key processes and related internal controls relevant to your organization and the impact of those controls on the financial statements. Based on this understanding, we will identify the specific significant risks of the City and develop an audit approach that includes inquiry of client personnel, analytical procedures, and detail tests of transactions and account balances. Sampling will primarily be performed on revenue and expenditure transactions. The extent of sampling and the sample sizes will be based on the significance of the risks identified in our understanding of the entity and its environment. Once the appropriate sample size is determined, our data extraction software, IDEA, will be utilized to select the transactions for testing. After the sample size is determined, we will request backup documentation from the City, and we may utilize the automation platform, DataSnipper, to assist in testing of the transactions.

A manager or senior manager performs a detailed review of the work papers in the field, and then a technical review is performed at the completion of the draft financial statements to ensure the audit documentation supports the opinions reached and audit risks have been sufficiently mitigated.

Finally, a quality control or pre-issuance review is completed by a partner or the quality control director to ensure that the financial statements and disclosures are presented in accordance with appropriate accounting and financial reporting standards.

As a result of our experience with state and local governments, Aldrich has a well-developed approach to efficiently perform audits of this industry. Our work programs are developed by PPC and are tailored to address the specific risks identified in our preliminary audit procedures. In addition, our professionals are trained and experienced on how to apply our work programs. This will result in minimizing the effort required by you and your personnel.

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Throughout the course of our work, we will remain alert to opportunities to improve the City's operations. Our management recommendation letters contain meaningful recommendations for improving systems and controls. However, we recognize that every government is unique and will always adapt our audit approach and procedures to best fit your needs.

PHASE I: Planning and Risk Assessment

- Meet with management to review the audit plan and develop expectations for the audit process and timing.
- Meet with those charged with governance to identify areas of concern.
- Meet with prior auditors to review audit processes and scope of work.
- Obtain an overall understanding of the City and the control environment and internal controls.
- Identify areas of concern or areas requiring additional attention.
- Assess the risk of material misstatements at the financial statement level and related assertions, account balances, and disclosures.
- Define audit objectives
- Develop audit work plan and timetable.

PHASE II: Evaluate Internal Accounting Control

- Obtain in-depth information about control procedures and their effectiveness.
- Identify control strengths and weaknesses.
- Perform key tests of controls as appropriate.
- Develop audit procedures that enhance the linkage between the risk assessment and the tests performed.

PHASE III: Final Audit Fieldwork

- Perform substantive testing.
- Review and test significant or unusual transactions.
- Review and test key estimates and other areas subject to judgments.
- Review financial statements and disclosures, including appropriate application of accounting principles.
- Review preliminary results of the audit with management.

PHASE IV: Prepare Reports + Follow-up

- Work with management to review and finalize audit reports and letters.
- Meet with the City Council, management, and staff.
- Present auditors' report, letters, and financial statements.
- Provide additional information as requested.
- Share best practices and recommendations with management.
- File Data Collection Form with the Federal Audit Clearinghouse if applicable.

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COMMUNICATION

An audit will only be successful if there are clear lines of communication. Your Aldrich audit team will tailor the frequency and manner of communications to what the City prefers. We have had success in our audits by communicating early and often to ensure all parties have a transparent view of the audit progress. We will meet with the City Administrator and Finance Director before work commences to outline our audit approach and agree on a timeline.

Should any issues arise during the audit, we will first confer with City staff to ensure our audit team has all the necessary and relevant information. Then the audit in-charge will communicate directly with the Finance Director. There will be no surprises communicated at the post-audit meetings with the City Council. Our audit team will partner with the City to design an audit approach that is effective and efficient.

We believe upfront coordination and ongoing communication with your management and City Council is critical to performing an effective and timely audit. In addition, we are available to respond quickly to your requests or questions that may arise during the course of the year. We believe if we are able to solve a problem before it becomes an issue, you will benefit, and any surprises to City Council will be avoided. During the audit, it is our practice to discuss audit issues and potential management recommendations as they arise with appropriate personnel prior to the conclusion of the audit. This process ensures the accuracy of facts and data, avoids last minute surprises, and allows for mitigation of the issue prior to issuance of the audit reports.

TECHNOLOGY

Our technology enables us to perform an audit in a fully remote environment, but each client is different, so we strive to develop a plan with the client to determine the best approach. We utilize the electronic information generated from your information systems and the schedules already prepared by your employees in our audit procedures to minimize duplication of effort and to streamline the audit process. We offer a web-based portal which allows our clients to store and access information, including your audited financial statements, electronically throughout the year.

Aldrich utilizes PPC's SMART practice aids when performing audit engagements. The audit programs are government specific and will be tailored to address the specific risks of the City. In addition, all audit workpapers are maintained electronically in a binder within the CCH ProSystem fx Engagement software. This software allows us to easily prepare financial statements and provide City personnel with backup grouping reports which show where each amount presented in the financial statements is derived from.

Several other software add-ins and programs are issued, including Datasnipper and IDEA, to facilitate the audit process. Datasnipper is used heavily in budget testing to match information presented in source documents to ensure consistent presentation throughout the budget document and budget process. IDEA is used primarily to generate random samples and to easily filter the detail general ledger information. Aldrich also utilizes a web-based portal, ShareFile, which allows our clients to store and access information electronically throughout the year. With regards to computer software programs utilized by local governments, our team has experience with Caselle, Springbrook, Tyler Technologies' InCode, Munis, Eden, QuickBooks, and many others.

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Section 5: Project Understanding and Example Projects

UNDERSTANDING OF WORK TO BE PERFORMED

a. Describe in narrative form, with tables or other figures as desired, the firm's understanding of the type of work required for this project, the proposed approach, and technical plan for accomplishing the work listed herein. Discuss creation of products that are clear and easy to use and understand, provide examples of prior work with this in mind.

We understand that the City of West Linn is looking to contract with an accounting firm to manage the following services: annual financial statement audit, federal single audit, and provide a management letter to the City.

Aldrich and the team leaders are properly licensed to perform audits of governments in the State of Oregon. In addition, we are independent of City of West Linn in both fact and appearance. We understand the work to be performed and will conduct our audit in accordance with Generally Accepted Auditing Standards. We will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion.

We view the financial statement audit as a collaborative and positive process, where both Aldrich and the City have the opportunity to learn from each other. Our approach to the financial statement audit is to tailor procedures specifically to the City, which is a result of our understanding of your mission and goals. We will gain an understanding of the key processes and related internal controls relevant to your organization and the impact of those controls on the financial statements. We will design analytical procedures that consider trends and key performance metrics that are meaningful to the City. This provides us with a more thorough understanding of the City in order to plan the substantive procedures and allows us to provide knowledgeable responses to your questions.

As a result of our experience with state and local governments, Aldrich has a well-developed approach to effectively perform audits of this industry. Our work programs have been tailored to accomplish all our engagement objects, have been thoroughly tested on a variety of engagements and are constantly revised as we encounter new situations. In addition, our professionals are trained and experienced on how to apply our work programs. This will result in minimizing the effort required by you and your personnel.

We routinely request client prepared financial information and supporting detailed schedules, at least two weeks prior to the start of the audit. When significant new GASB standards are issued and come into effect, we generally provide templates for our clients to use which assist them in implementing these new standards. Most recently, Aldrich created a template for implementation of GASB 101, Compensated Absences. These are provided free of charge to our clients who can then decide if they would prefer to use them or develop their own.

We do not require our government clients to prepare and provide workpapers with a set format or structure but rather we adapt our procedures to request items that can be easily produced by the government.

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Section 5: Project Understanding and Example Projects

CURRENT CLIENTS

c. List five (5) of the firm's current municipal auditing engagement clients in Oregon and three (3) non-current engagements served within the last three (3) years and respective contact information for reference purposes. Contact information should include the name of the public agency, name and title of contact person, telephone number, and email address.

We understand selecting the right professional services firm is an important decision and we believe Aldrich is best suited to meet your needs. Currently, we perform audit services for several governments, and the references provided below are for organizations with missions similar to the City's and that request similar services from Aldrich.

Below is the list of current and past clients Aldrich has provided services to that are similar to those of the City.

CITY OF OREGON CITY, OREGON	**Matt Zook** *Finance Director* Oregon City, OR (503) 657-0891 mzook@orcity.org	**Services provided:** • Annual audit of financial statements • Annual single audit • Annual audit of the financial statements of the Urban Renewal Agency
CITY OF NEWPORT, OREGON	**Steve Baugher** *Finance Director* Newport, OR (541) 574-0615 s.baugher@newportoregon.gov	**Services provided:** • Annual audit of financial statements of the City • Annual single audit • Annual audit of the financial statements of the Urban Renewal Agency
CITY OF INDEPENDENCE, OREGON	**Rob Moody** *Finance Director* Independence, OR (503) 833-3282 rmoody@ci.independence.or.us	**Services provided:** • Annual audit of financial statements of the City • Annual audit of the financial statements of the Urban Renewal Agency
CITY OF SILETZ, OREGON	**Barbara Chestler** *Recorder* Siletz, OR (541) 444-2521 recorder@cityofsiletz.org	**Services provided:** • Annual audit of financial statements of the City
BEND METRO PARK AND RECREATION DISTRICT	**Eric Baird** *Finance Manager* Bend, OR (541) 706-6140 ericb@bendparksandrec.org	**Services provided:** • Annual audit of financial statements

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PREVIOUS CLIENTS

Below is the list of past clients Aldrich has provided services to that are similar to those of the City. Aldrich has not lost any other municipal clients within the past three (3) years.

COUNTY OF HOOD RIVER, OREGON	**Sheri Patterson** *Budget and Finance Director* Hood River, OR (541) 387-6824 Sheri.patterson@hoodrivercounty.gov	**Services provided 2021 - 2024:** **Changed to Consulting Services FY 2025** • Annual audit of financial statements • Annual single audit • Annual audit of the financial statements of the Urban Renewal Agency • Annual audit of the financial statements of the 911 Communications District
CITY OF MILWAUKIE, OREGON	**Michael Osborne** *Finance Director* Milwaukie, OR 97222 (503) 786-7544 OsborneM@milwaukieoregon.gov	**Services provided**: • Annual audit of financial statements • Annual single audit

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Section 5: Project Understanding and Example Projects

SIMILAR PROJECTS

d. Describe similar projects performed within the last 5 years which best characterize your firm's capabilities and work quality. Include project size, location, schedule, quality of performance, and role of participation in project by key personnel. For each project, include the name, address, email, and phone number of a person who can be contacted regarding your performance on the project. When submitting projects for which your team worked in an auxiliary capacity or in a joint venture or partnership, include the name of the lead firm.

Below is a list of similar projects that have been performed within the last 5 years. Aldrich has not engaged in any auxiliary roles, joint ventures, or partnerships in the course of providing services to our clients.

- **City of Oregon City, Oregon**
  - Project Size: Financial statement and compliance audits for a City with annual revenues of $90M
  - Location: Oregon City, Oregon
  - Schedule: The fiscal year 2024 audit timeline was interim in July, final fieldwork in late October, and issuance in early December.
  - Quality of Performance: Excellent. Aldrich has a good working relationship with the City. A project timeline is developed annually and agreed upon prior to interim. The fiscal year 2024 audit adhered to the City's expected timeline.
  - Role of Participation in project by key personnel: Andy Maffia served as engagement partner, Jessica Luther-Haynes served as engagement manager and main point-of-contact and Danielle Johnson served as staff.
  - Contact Information:
    - Matt Zook – Finance Director
    - 625 Center Street, Oregon City, OR 97045
    - mzook@orcity.org
    - 503-657-0891
  - Years Served: 3

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SIMILAR PROJECTS, CONTINUED

- **City of Newport, Oregon**
    - Project Size: Financial statement and compliance audits and preparation of the ACFR for the City which has $50M in annual revenues.
    - Location: Newport, Oregon
    - Schedule: The fiscal year 2024 audit timeline was interim in July, final fieldwork in mid-October, and issuance in mid-December.
    - Quality of Performance: Excellent. Aldrich has a good working relationship with the City. A project timeline is developed annually and agreed upon prior to interim. The fiscal year 2024 audit adhered to the City's expected timeline.
    - Role of Participation in project by key personnel: Andy Maffia served as engagement partner, Jessica Luther-Haynes served as engagement manager and main point-of-contact and Danielle Johnson served as staff.
    - Contact Information:
        - Steve Baugher – Finance Director
        - 169 SW Coast Hwy, Newport, OR 97365
        - s.baugher@newportoregon.gov
        - 541-574-0615
    - Years Served: 3
- **City of Independence, Oregon**
    - Project Size: Annual financial statement audit and alternative examination over ARPA funds for the City which has annual revenues of $18M.
    - Location: Independence, Oregon
    - Schedule: The fiscal year 2024 audit timeline was interim in July, final fieldwork in early October, and issuance in March.
    - Quality of Performance: Good. The City had turnover in the Finance Director position in FY24 and began drafting their own financial statements. There were delays in fieldwork and in ultimately receiving the draft ACFR which led to delays in issuance. Aldrich worked well with the City through this difficult year and both parties agreed to changes for the FY25 audit plan to ensure timely issuance.
    - Role of Participation in project by key personnel: Andy Maffia served as engagement partner, Jessica Luther-Haynes served as engagement manager and Danielle Johnson served as staff.
    - Contact Information:
        - Rob Moody – Finance Director
        - 555 S Main Street, Independence, OR 97351
        - rmoody@ci.independence.or.us
        - 503-833-3282
    - Years Served: 3

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SIMILAR PROJECTS, CONTINUED

- **South Fork Water Board, Oregon**
  - Project Size: Financial statement audit for a special district with annual revenues of $5.7M
  - Location: Oregon City, Oregon
  - Schedule: The fiscal year 2024 audit timeline was interim in July, final fieldwork in late October, and issuance in early December.
  - Quality of Performance: Excellent. Aldrich has a good working relationship with the Board. A project timeline is developed annually and agreed upon prior to interim. The fiscal year 2024 audit adhered to the Board's expected timeline.
  - Role of Participation in project by key personnel: Andy Maffia served as engagement partner, Jessica Luther-Haynes served as engagement manager and Danielle Johnson served as the in-charge and main point-of-contact.
  - Contact Information:
    - Matt Zook – Finance Director
    - 625 Center Street, Oregon City, OR 97045
    - mzook@orcity.org
    - 503-657-0891
  - Years Served: 3
- **City of Siletz, Oregon**
  - Project Size: Financial statement audit for an entity with $1.5M in annual revenues.
  - Location: Siletz, Oregon
  - Schedule: The fiscal year 2024 audit timeline was interim in January, final fieldwork in mid-May, and issuance in late June.
  - Quality of Performance: Excellent. The City contracted with Aldrich in June of 2023 to perform the June 30, 2021, 2022, and 2023 audits. Upon completion of the 2023 audit, the City engaged Aldrich to complete the audit for 2024 as well. The 2024 audit was completed in the timeline outlined above.
  - Role of Participation in project by key personnel: Andy Maffia served as engagement partner, Jessica Luther-Haynes served as engagement manager and Danielle Johnson served as the in-charge and main point-of-contact.
  - Contact Information:
    - Barbara Chestler – Recorder
    - 215 W. Buford Avenue, Siletz, OR 97380
    - recorder@cityofsiletz.org
    - 541-444-2521
  - Years Served: 3

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SIMILAR PROJECTS, CONTINUED

- **City of Adair Village, Oregon**
  - Project Size: Financial statement audit for an entity with $2.7M in annual revenues.
  - Location: Adair Village, Oregon
  - Schedule: The fiscal year 2023 audit timeline was interim in October 2024, final fieldwork in mid-November 2024, and issuance in mid-April.
  - Quality of Performance: Excellent. The City contracted with Aldrich beginning in FY22 to complete their annual audits. The consultant they had hired to manage the audit process and prepare the financial statements ended their contract with the City which caused a delay in issuance of the FY22 financial statements. FY23 began as soon as a new consultant was hired and proceeded in accordance with the agreed-upon timeline.
  - Role of Participation in project by key personnel: Andy Maffia served as engagement partner, Jessica Luther-Haynes served as engagement manager and Danielle Johnson served as the in-charge and main point-of-contact.
  - Contact Information:
    - Pat Hare – City Administrator
    - 6030 NE William R Carr Avenue, Adair Village, OR 97330
    - pat.hare@adairvillage.org
    - 541-230-5219
  - Years Served: 2

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PROPOSED SCHEDULE OF WORK

e. Provide a schedule (calendar) indicating proposed timing of interim fieldwork, final fieldwork and firm deliverables to the City to ensure submission of the final ACFR to the GFOA by December 31st of each fiscal year. Any assumptions regarding turnaround time for City Staff, the Audit Committee and the City Council should be clearly noted.

We are committed to delivering the final report within a reasonable time frame from the completion of our fieldwork and in accordance with your specific needs, no later than December 31st. Here is a tentative schedule of the Financial Statement Attest Timeline and when we anticipate the engagement to be performed for the first-year engagement:

Audit Step	Date
Pre-audit conference with City Council and management to obtain a further understanding of the City of West Linn and develop a work plan	First week of May
Pre-audit planning and risk assessment	May
Preliminary fieldwork, including understanding internal controls and risk assessment.	June/July
Confirmations and completion of planning procedures.	Second week of August
Final fieldwork for the financial statement audit.	Mid-to-late October
Delivery of draft reports to management.	Third week of November
Delivery of final audit reports and management letter	First week of December
Presentation of the results to the City Council and management if requested.	December/January
File Data Collection Form with the Federal Audit Clearinghouse, if applicable	December/January

USE OF CITY PERSONNEL

f. Explain how you propose to use City personnel, if at all, to assist you during the audit and indicate the approximate time required of City personnel in this capacity.

We routinely request client prepared financial information and supporting detailed schedules, at least two weeks prior to the start of the audit. As we are working through audit procedures both onsite and remotely, we will require the support of the City's staff to answer any questions that may arise. We do not anticipate preparation for the audit or assistance during interim and fieldwork to require more than 40 hours of City personnel time.

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Section 6: Additional Information and List of Exceptions

a. Please provide any other information you feel would help the Review Committee evaluate your firm for this project.

Aldrich has built our audit approach to be much more robust than just providing an opinion. We see each client relationship as a partnership where we can share our knowledge and expertise. Often that extends well beyond just audit. Aldrich is a full-service professional firm and has provided value to our clients by:

- Providing oversight and governance presentations to our clients' board of directors
- Being engaged in our clients' programs, activities, and special events through volunteering
- Providing proactive trainings to our clients for new standards or regulatory changes
- Giving cost savings suggestions and recommendations around vendor contracts

Aldrich works closely with clients to determine the optimum amount of time spent onsite and offsite performing audit procedures. Our technology enables us to perform an audit in a fully remote environment, but each client is different, so we strive to develop a plan with the client to determine the best approach. We utilize the electronic information generated from your information systems and the schedules already prepared by your employees in our audit procedures to minimize duplication of effort and to streamline the audit process. We offer a web-based portal which allows our clients to store and access information, including your audited financial statements, electronically throughout the year.

b. Describe any exceptions taken to any section in the RFP and state when such exception was made to the City via a protest or request for interpretation. Standard contract/agreement terms will not be negotiated.

Aldrich CPAs + Advisors LLP has not, and does not, take exception with any section of the Request for Proposal (RFP). Notwithstanding any language contained in the RFP or its attachments, the fees and terms outlined in this proposal are contingent upon the successful negotiation and execution of a mutually acceptable contract between the City and Aldrich. This proposal does not constitute a binding agreement until such a contract is finalized to the satisfaction of both parties.

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Section 7: Fee

a. Provide expected hours required for the fiscal year ending June 30, 2026, audit on the "Not to Exceed Price for Proposed Services Schedule" in Attachment C. The City has not yet determined if a single audit will be required for the fiscal year ending June 30, 2026. For proposal purposes, assume that one is required and that there is a single major program.

See Attachment C.

Our estimated fees take into consideration Governmental Accounting Standards Board (GASB) Statements 1 – 103. Additional GASB standards may be issued during the contract term, and if they are deemed to have a significant impact on the audit or the financial statements, fees may be updated accordingly. Any changes to fees will be discussed with management prior to the start of the audit.

Costs associated with working onsite are not separately itemized as efficiencies in the audit process are gained by working onsite which offset any additional costs.

The proposed audit fees are based on our estimation of time spent performing audit procedures. Often, recommendations will come as a result of the audit procedures performed which if implemented, can reduce the time spent on the audit thus leading to a reduction in fees. Preparing accurate schedules and ensuring communication flows easily between auditor and auditee can reduce the hours required and lead to a reduction in fees as well.

b. Attach an additional schedule identifying expected hours required by your firm for the subsequent fiscal years ending June 30, 2027, through 2030.

See Attachment A.

c. Provide fee information on the "Not to Exceed Price for Proposed Services Schedule" in Attachment C for the completion of the projects described in Section 4.2 Scope of Work for the fiscal years ending June 30, 2026, through June 30, 2030. For proposal purposes, assume that a single audit is required and that there is a single major program.

See Attachment C.

d. Describe the firm's policy on other charges including special requests and special reports or broadening the scope of the engagement.

e. List the audit firm's billing rates for all other applicable professional services for City reference as the City may request additional services which are outside of personal services audit contract.

There will be no additional charge for incremental costs (e.g., travel, mileage, copying, printing, etc.). We encourage all our clients to connect with us throughout the year with questions. Most (95%+) of the time these questions can be answered by our team with little or no research and there is no additional charge for that communication. If there is a matter that requires substantial research, we will estimate a fee based on the anticipated time necessary at our standard hourly rates and provide that in advance to any work being done.

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The hourly rates have been discounted in the fee proposal (Attachment C). Our standard billing rates for special requests, special reports, and/or for broadening the scope of the engagement for all levels of personnel are as follows:

Level	2025
Partner	$550
Senior Manager	$425
Manager	$325
Senior	$275
Associate	$165

Discounted billing rates can be negotiated for special projects.

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ATTACHMENT A:

ESTIMATED AUDIT HOURS

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Aldrich CPAs + Advisors LLP
5665 Meadows Rd. #200
Lake Oswego, OR 97035

ATTACHMENT A

Attached is the additional schedule identifying expected hours required by Aldrich CPAs + Advisors LLP for each of the subsequent fiscal years ending June 30, 2027, through 2030.

Audit team and expected hours for fiscal years ending June 30				
Role	**2027**	**2028**	**2029**	**2030**
Engagement Partner	25	25	25	25
Engagement Manager	110	105	95	95
Engagement Senior	75	80	85	85
Engagement Staff	140	140	130	130
Clerical/Support Staff	5	5	5	5

ATTACHMENT B:

ACCEPTANCE OF TERMS SIGNATURE PAGE

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ATTACHMENT B: ACCEPTANCE OF TERMS SIGNATURE PAGE

Name of Firm: Aldrich CPAs + Advisors LLP

Mailing Address: 5665 SW Meadows Rd. #200 Lake Oswego, OR 97035

Contact Person: Jessica Luther-Haynes, CPA

Telephone: 503-585-7774 Email: jlutherhaynes@aldrichadvisors.com

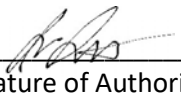
The Firm as defined in ORS 279A.120 is a: ☒ Resident Proposer ☐ Non-Resident Proposer

The undersigned proposes to perform all work as listed in this Request for Proposals and that all services supplied under any resultant contract/agreement will conform to the RFP requirements and the sample contract/agreement terms herein. The undersigned agrees to be bound by all applicable laws and regulations and by City policies and regulations.

The undersigned, by submitting a Proposal, represents that:

1. The Firm has read and understands the RFP and requested services and deliverables;
2. Recyclable products should be used to the maximum extent economically feasible in the performance of the work and deliverables set forth in the scope of work.
3. The Firm's failure to comply with the RFP requirements or to supply all requested information may disqualify the Firm as being non-responsive;
4. The Firm's Proposal has been arrived at independently and has been submitted without any collusion designed to limit competition;
5. All addenda to the RFP have been received and duly considered; and
6. The Firm may negotiate the scope of work and fee during negotiations, but agrees to be bound by the sample contract/agreement terms and conditions.

The undersigned accepts all the terms and conditions contained in the City of West Linn's Request for Proposals and the referenced Personal Services Agreement and therefore offers and provides this proposal to furnish services herein in fulfillment of the attached terms and requirements of the City of West Linn.



Signature of Authorized Representative

July 25, 2025
Date

Senior Manager
Title

ATTACHMENT C:
NOT TO EXCEED PRICE FOR PROPOSED SERVICES SCHEDULE

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Aldrich CPAs + Advisors LLP
5665 Meadows Rd. #200
Lake Oswego, OR 97035

ATTACHMENT C: NOT TO EXCEED PRICE FOR PROPOSED SERVICES SCHEDULE

In accordance with the Request for Proposals for Professional Auditing Services issued by the City of West Linn, Oregon, the firm referenced below submits the following hourly fee quotation and hours proposed for all positions to be assigned to the audit.

	Fiscal Year Ending June 30, 2026				
Key Personnel	Audit Hours	Single Audit Hours	Total Hours	Hourly Rate	**Total**
Engagement Partner	20	5	25	$225	$5,625
Engagement Manager	95	20	115	$200	$23,000
Engagement Senior	75	10	85	$150	$12,750
Engagement Staff	120	24	144	$120	$17,280
Clerical/Support Staff	5	2	7	$100	$700
Other	0	0	0	0	0

In accordance with the Request for Proposals for Professional Auditing Services issued by the City of West Linn, Oregon, the firm referenced below submits the following cost proposal:

	Fiscal Years Ending June 30th				
	2026	2027	2028	2029	2030
Financial Statement Audit	$49,650	$51,625	$53,690	$55,825	$58,050
Single Audit*	$9,705	$10,075	$10,475	$10,900	$11,325
Cost of Supplies and Materials	--	--	--	--	--
Additional Fees (if applicable**)	N/A	N/A	N/A	N/A	N/A
Total	$59,355	$61,700	$64,165	$66,725	$69,375

*The single audit fee indicated above includes the audit of the first major program. Additional major programs will be assessed an additional fee of $2,000 - $4,500 depending on the complexity of the program.

**The City of West Linn expects to receive technical assistance, as needed, from the audit firm throughout the fiscal year that may include inquiries regarding accounting, reporting and internal control issues. If fees related to this technical assistance are not included in the firm's financial statement audit fee, please include them here.

Notwithstanding any language contained in the Request for Proposal (RFP) or its attachments, the fees and terms outlined in this proposal are contingent upon the successful negotiation and execution of a mutually acceptable contract between the City and Aldrich. This proposal does not constitute a binding agreement until such a contract is finalized to the satisfaction of both parties.

List the audit firm's billing rates for all other applicable professional services for City reference as the City may request additional services which are outside of personal services audit contract.

There will be no additional charge for incremental costs (e.g., travel, mileage, copying, printing, etc.). We encourage all our clients to connect with us throughout the year with questions. Most (95%+) of the time these questions can be answered by our team with little or no research and there is no additional charge for that communication. If there is a matter that requires substantial research, we will estimate a fee based on the anticipated time necessary at a discounted billing rate that can be negotiated and provide that in advance to any work being done.

Our standard billing rates for special requests, special reports, and/or for broadening the scope of the engagement for all levels of personnel are as follows:

Level	2025
Partner	$550
Senior Manager	$425
Manager	$325
Senior	$275
Associate	$165

ATTACHMENT D:

SINGLE AUDIT REPORT EXAMPLES

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Lake Oswego, OR 97035

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Commissioners
Hood River County
Hood River, Oregon

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Hood River County (County), as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the County's basic financial statements, and have issued our report thereon dated December 27, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the County's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified a certain deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2024-001 that we consider to be a material weakness.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*, CONTINUED

Hood River County's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the County's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The County's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Aldrich CPAs + Advisors LLP

Lake Oswego, Oregon
December 27, 2024

Aldrich CPAs + Advisors LLP
5665 SW Meadows Road, #200
Lake Oswego, OR 97035

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Commissioners
Hood River County
Hood River, Oregon

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Hood River County's (County) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of County's major federal programs for the year ended June 30, 2024. The County's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the County complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the County's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the County's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the County's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the County's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the County's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the County's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as item 2024-002. Our opinion on each major federal program is not modified with respect to these matters.

Government Auditing Standards requires the auditor to perform limited procedures on the County's response to the noncompliance findings identified in our audit described in the accompanying schedule of findings and questioned costs. The County's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we did identify certain deficiencies in internal control over compliance that we consider to be material weaknesses.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiency in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2024-002 to be a material weakness.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE, CONTINUED

Government Auditing Standards requires the auditor to perform limited procedures on the County's response to the internal control over compliance findings identified in our audit described in the accompanying schedule of findings and questioned costs. The County's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Aldrich CPAs + Advisors LLP

Lake Oswego, Oregon
December 27, 2024

HOOD RIVER COUNTY

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2024

Federal Grantor/Program or Cluster Title	*Federal AL (Assistance Listing) Number*	*Pass-through Number*	*Passed-through to Subrecipients*	*Expenditures*
Department of Agriculture				
Passed through State of Oregon Department of Human Services				
WIC Special Supplemental Nutrition Program for				
Women, Infants and Children	10.557	148012	$ -	$ 151,221
Total Department of Agriculture			-	151,221
Department of Housing and Urban Development				
Passed through Oregon Business Development Department				
COVID-19 Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii	14.228	12300	-	704,433
Department of Justice				
Passed through State of Oregon Criminal Justice Commission				
Victims of Crime Act	16.575	165751	-	120,696
Public Safety Partnership and Community Policing Grants	16.710		-	70,316
Total Department of Justice			-	191,012
Department of Transportation				
Passed through State of Oregon Parks and Recreation District				
Recreational Trails Program	20.219	RT22-008	-	147,300
Total Department of Transportation			-	147,300
Department of the Treasury				
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027		-	3,556,230
Passed through State of Oregon Department of Administrative Services				
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	8123	-	311,431
Passed through Oregon Department of Education				
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	33405	-	99,197
Total Coronavirus State and Local Fiscal Recovery Funds			-	3,966,858
Local Assistance and Tribal Consistency Fund	21.032		-	658,217
Total Department of the Treasury			-	4,625,075
Department of Health and Human Services				
Passed through State of Oregon Health Authority				
Public Health Emergency Preparedness	93.069	148012	-	75,962
Family Planning Services	93.217	148012	-	21,366
COVID-19 Immunization Cooperative Agreements	93.268	148012	-	36,406
Immunization Cooperative Agreements	93.268	148012	-	10,045
Total Immunization Cooperative Agreements			-	46,451
COVID-19 Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	93.323	148012	-	213,671
Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	93.323	148012	-	509
Total Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)			-	214,180
Public Health Emergency Response	93.354	148012		12,235
Centers for Disease Control and Prevention Collaboration with Academia to Strengthen Public Health	93.967	148012	-	114,549
Sexually Transmitted Diseases (STD) Prevention and Control Grants	93.977	148012	-	84,719
Block Grants for Prevention and Treatment of Substance Abuse	93.959	148012	-	79,693
Maternal and Child Health Services Block Grant to the States	93.994	148012	-	24,212
Total Department of Health and Human Services			-	673,367
Department of Homeland Security				
Passed through Oregon Office of Emergency Management				
Emergency Management Performance Grants	97.042	35038	-	65,967
Homeland Security Grant Program	97.067	35038	-	43,398
Total Department of Homeland Security			-	109,365
Total Expenditures of Federal Awards			$ -	$ 6,601,773

See independent auditor's report and notes to schedule of expenditures of federal awards.

Note 1 - Basis of Presentation

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Hood River County (the County) under programs of the federal government for the year ended June 30, 2024. The information in the Schedule is presented in accordance with the requirements of Title 2 *U.S. Code of Federal Regulations* Part 200*, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the County, it is not intended to and does not present the financial position, changes in net position, or cash flows of the County.

Note 2 - Summary of Significant Accounting Policies

Expenditures reported on the Schedule are presented on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Note 3 - Indirect Costs

The County does not use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance. The County allocates indirect costs as allowed by each grant.

HOOD RIVER COUNTY

Schedule of Findings and Questioned Costs

Year Ended June 30, 2024

Section I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:	Unmodified
Internal control over financial reporting:	
Significant deficiency(ies) identified?	None reported
Material weakness(es) identified?	Yes
Noncompliance material to the financial statements noted?	No

Federal Awards

Internal control over major program:	
Significant deficiency(ies) identified?	None reported
Material weakness(es) identified?	Yes
Type of auditor's report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with the Uniform Guidance, 2 CFR section 200.516(a)?	Yes

Identification of major programs:

Federal Assistance Listing Number	Name of Federal Program or Cluster
21.027	Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish Between Type A and Type B programs:	$750,000
Auditee qualified as a low-risk auditee under the Uniform Guidance 2 CFR section 200.520	No

Section II – Financial Statement Findings

Finding 2024-001

Criteria
Year-end close procedures and internal controls should include a timely reconciliation of all accounts to ensure the accuracy of the balances.

Condition
Errors in ending account balances were identified during the course of the audit resulting in adjustments for the financial statements to be presented in accordance with generally accepted accounting principles.

Cause
The County experienced significant turnover of staff within the finance department in recent years. Now fully staffed, the County are in the process of updating procedures to ensure the accuracy of amounts reported in the trial balance.

Effect
Errors in the trial balance were identified during the course of the audit causing journal entries to be made in order for the financial statements to be presented in accordance with generally accepted accounting principles.

Recommendation
We recommend management implement internal control procedures to review and reconcile account balances in a timely manner.

Views of responsible officials
Hood River County is in the process of implementing an updated Financial Policy and Procedure Manual that addresses the audit shortfall. This has been an ongoing struggle for the County. Trainings are to begin on the new policies and procedures this fiscal year ending June 30, 2025.

Section III - Federal Award Findings and Questioned Costs

Finding 2024-002

21.027 – Coronavirus State and Local Fiscal Recovery Funds
Noncompliance with Procurement, Suspension and Debarment and Material Weakness in Internal Controls

Criteria:
2 CFR Part 200.320(b) indicates “Formal procurement methods are required when the value of the procurement transaction under a federal award exceeds the simplified acquisition threshold of the recipient or subrecipient.”

Condition:
During the fiscal year, the County Fair entered into a contract which exceeded the County’s simplified acquisition threshold of $250,000 but did not use formal procurement methods.

Cause:
The County Fair did not obtain sealed bids or proposals.

Section III - Federal Award Findings and Questioned Costs

Finding 2024-002, continued

Effect:
By not following formal procurement methods, the County may pay more for goods and services than is necessary.

Questioned Costs:
$285,543

Recommendations:
The County should establish and follow procurement policies and procedures to ensure the County as a whole adheres to requirements established by the Federal Government.

Views of Responsible Officials:
Hood River County will be working with the County Fair Board in the coming fiscal year to make corrections. The U.S. government requires recipients of federal grants, such as Hood River County, to adhere to specific terms and conditions. The overarching requirement Hood River County must follow is the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200, referred to as Uniform Guidance. Hood River County is training personnel to be mindful of following this guidance when making purchases.

Section IV – Schedule of Prior Audit Findings

2023-001

Criteria
Year-end close procedures and internal controls should include a timely reconciliation of all accounts, including cash, to ensure the accuracy of the balances.

Condition
Errors in ending account balances were identified during the course of the audit resulting in adjustments for the financial statements to be presented in accordance with generally accepted accounting principles.

Status
This finding is repeated in the current year as finding 2024-001.

2023-002

21.027 – Coronavirus State and Local Fiscal Recovery Funds

Criteria:
2 CFR Part 200.320(a)(2)(i) indicates “If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.”

Condition:
The County did not obtain price or rate quotations from an adequate number of qualified sources for one of three purchases tested.

Status:
This finding is repeated in the current year as finding 2024-002.

2023-003

21.027 – Coronavirus State and Local Fiscal Recovery Funds

Criteria:
2 CFR Part 200.214 indicates “the regulations in 2 CFR part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities”.

Condition:
The County did not maintain documentation or have appropriate processes and procedures in place to ensure that prior to awarding contracts to outside parties the suspended or debarred list was checked to ensure the potential awardee was not prohibited from receiving federal funds.

Status:
This finding was corrected in fiscal year 2024.

Aldrich CPAs + Advisors LLP
680 Hawthorne Avenue SE, #140
Salem, OR 97301

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and City Council
City of Newport
Newport, Oregon

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Newport (the City), as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 16, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS,* CONTINUED

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Aldrich CPAs + Advisors LLP

Salem, Oregon
December 16, 2024

Aldrich CPAs + Advisors LLP
680 Hawthorne Avenue SE, #140
Salem, OR 97301

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Honorable Mayor and City Council
City of Newport
Newport, Oregon

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited City of Newport's (the City) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of City's major federal programs for the year ended June 30, 2024. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Aldrich CPAs + Advisors LLP

Salem, Oregon
December 16, 2024

CITY OF NEWPORT

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2024

Federal Grantor/Program or Cluster Title	*Federal Assistance Listing Number*	*Pass-through Number*	*Passed-through to Subrecipients*	*Expenditures*
Federal Aviation Administration				
Airport Improvement Program	20.106		$ -	$ 925,045
			-	1,043
Total Airport Improvement Program			-	926,088
Total Federal Aviation Administration			-	926,088
Department of the Treasury				
COVID 19 - Coronavirus State and Local Fiscal Recovery Funds	21.027		-	594,140
Total Department of the Treasury			-	594,140
Department of Homeland Security				
Passed through Oregon Office of Emergency Management				
Hazard Mitigation Grant	97.039	HMGP-PF-FM-5195-OR-2	-	42,779
		FM-5327-OR	-	1,077
Total Department of Homeland Security			-	43,856
Total Expenditures of Federal Awards			$ -	$ 1,564,084

See independent auditor's report and notes to the schedule of expenditures of federal awards.

Note 1 - Basis of Presentation

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of City of Newport under programs of the federal government for the year ended June 30, 2024. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City.

Note 2 - Summary of Significant Accounting Policies

Expenditures reported on the Schedule are presented on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Note 3 - Indirect Costs

The City does not use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance. The City allocates indirect costs as allowed by each grant.

CITY OF NEWPORT

Schedule of Findings and Questioned Costs

Year Ended June 30, 2024

Section I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:	Unmodified
Internal control over financial reporting:	
Significant deficiency(ies) identified?	None identified
Material weakness(es) identified?	No
Noncompliance material to the financial statements noted?	No

Federal Awards

Internal control over major program:	
Significant deficiency(ies) identified?	None identified
Material weakness(es) identified?	No
Type of auditor's report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with the Uniform Guidance, 2 CFR section 200.516(a)?	None identified

Identification of major programs:

Federal Assistance Listing Number	Name of Federal Program or Cluster
21.027	Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish Between Type A and Type B programs:	$750,000
Auditee qualified as a low-risk auditee under the Uniform Guidance 2 CFR section 200.520	Yes

CITY OF NEWPORT

Schedule of Findings and Questioned Costs

Year Ended June 30, 2024

Section II - Financial Statement Findings

None reported

Section III - Federal Award Findings and Questioned Costs

None reported

Section IV - Schedule of Prior Audit Findings

Finding 2023-001

Criteria
Internal controls should include processes and procedures to ensure all journal entries posted to the general ledger are reviewed and approved by somebody other than the preparer prior to posting.

Condition
Several journal entries were posted during the year which were prepared and reviewed by the same individual.

Status
This finding has been corrected.

Finding 2023-002

21.027 Coronavirus State and Local Fiscal Recovery Funds
Noncompliance with Procurement, Suspension and Debarment and Significant Deficiency in Internal Controls

Criteria:
2 CFR Part 200.214 indicates “the regulations in 2 CFR part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities”.

Condition:
The City did not maintain documentation or have appropriate processes and procedures in place to ensure that prior to awarding contracts to outside parties the suspended or debarred list was checked to ensure the potential awardee was not prohibited from receiving federal funds.

Status:
This finding has been corrected.

ATTACHMENT E:

MUNICIPAL AUDIT REPORT EXAMPLE

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Aldrich CPAs + Advisors LLP
5665 SW Meadows Road, #200
Lake Oswego, OR 97035

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and City Commissioners
City of Oregon City
Oregon City, Oregon

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Oregon City (the City) as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2024, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, General Fund and Major Special Revenue Funds' schedules of revenues, expenditures and changes in fund balance – budget and actual, schedule of changes in OPEB liability and related ratios – implicit rate subsidy, schedule of the proportionate share of OPEB – RHIA, schedule of contributions to OPEB – RHIA, schedule of proportionate share of the net pension liability and schedule of contributions - pension be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the management's discussion and analysis, schedule of changes in OPEB liability and related ratios – implicit rate subsidy, schedule of the proportionate share of OPEB – RHIA, schedule of contributions to OPEB – RHIA, schedule of proportionate share of the net pension liability and schedule of contributions - pension in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Required Supplementary Information, continued

The General Fund and Major Special Revenue Funds' schedules of revenues, expenditures and changes in fund balance – budget and actual, as listed in the table of contents under required supplementary information, are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, this information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual nonmajor fund financial statements, schedule of future debt service requirements, and schedule of property tax transactions and outstanding balances are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements, schedule of future debt service requirements, and schedule of property tax transactions and outstanding balances are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory section and statistical section but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

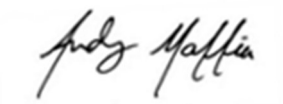
Reports on Other Legal and Regulatory Requirements

Other Reporting Required by Oregon State Regulations

In accordance with Minimum Standards for Audits of Oregon Municipal Corporations, we have also issued our report dated December 3, 2024, on our consideration of the City's compliance with certain provisions of laws and regulations, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules. The purpose of that report is to describe the scope of our testing of compliance and the results of that testing, and not to provide an opinion on compliance.

Aldrich CPAs + Advisors LLP

By:



Andrew Maffia, CPA, Partner
Lake Oswego, Oregon
December 3, 2024

Aldrich CPAs + Advisors LLP
5665 SW Meadows Road, #200
Lake Oswego, OR 97035

INDEPENDENT AUDITOR'S REPORT REQUIRED BY OREGON STATE REGULATIONS

To the Honorable Mayor and City Commissioners
City of Oregon City
Oregon City, Oregon

We have audited the basic financial statements of the City of Oregon City (the City) as of and for the year ended June 30, 2024, and have issued our report thereon dated December 3, 2024. We conducted our audit in accordance with auditing standards generally accepted in the United States of America.

Compliance

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules 162-10-000 through 162-10-320 of the Minimum Standards for Audits of Oregon Municipal Corporations, noncompliance with which could have a direct and material effect on the determination of financial statements amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

We performed procedures to the extent we considered necessary to address the required comments and disclosures which included, but were not limited to the following:

- **Deposit of public funds with financial institutions (ORS Chapter 295).**
- **Indebtedness limitations, restrictions and repayment.**
- **Budgets legally required (ORS Chapter 294).**
- **Insurance and fidelity bonds in force or required by law.**
- **Programs funded from outside sources.**
- **Highway revenues used for public highways, roads, and streets.**
- **Authorized investment of surplus funds (ORS Chapter 294).**
- **Public contracts and purchasing (ORS Chapters 279A, 279B, 279C).**

In connection with our testing nothing came to our attention that caused us to believe the City was not in substantial compliance with certain provisions of laws, regulations, contracts, and grants, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules 162-10-000 through 162-10-320 of the Minimum Standards for Audits of Oregon Municipal Corporations except as follows:

Public Contracts and Purchasing
The City entered into a new contract during the current fiscal year without following public contract and purchasing laws. As the purchase was for an intermediate procurement, the City should have obtained at least three quotes or proposals for the services but only one was obtained.

INDEPENDENT AUDITOR'S REPORT REQUIRED BY OREGON STATE REGULATIONS, CONTINUED

OAR 162-10-0230 Internal Control

In planning and performing our audit, we considered the City's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

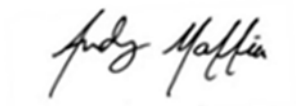
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses or significant deficiencies. However, material weaknesses or significant deficiencies may exist that were not identified.

Restriction on Use

This report is intended solely for the information and use of the Board of Commissioners and management of the City of Oregon City and the Oregon Secretary of State and is not intended to be and should not be used by anyone other than these parties.

Aldrich CPAs + Advisors LLP

By:



Andrew Maffia, CPA, Partner
Lake Oswego, Oregon
December 3, 2024

ATTACHMENT F:

SAMPLE MANAGEMENT LETTERS

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Aldrich CPAs + Advisors LLP
680 Hawthorne Avenue SE, #140
Salem, OR 97301

December 12, 2023

To the Honorable Mayor and City Council
City of Newport
Newport, Oregon

In planning and performing our audit of the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Newport (City) as of and for the year ended June 30, 2023, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We did not identify any deficiencies in internal control that we consider to be material weaknesses.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiency in internal control to be a significant deficiency:

> The City did not have appropriate internal controls in place to ensure one individual prepared journal entries while another reviewed them. We recommend the City implement internal controls to ensure there are segregation of duties within the journal entries process.

This communication is intended solely for the information and use of management, City Council, and others within the City of Newport, and is not intended to be and should not be used by anyone other than these specified parties.

Aldrich CPAs + Advisors LLP

Salem, Oregon

Aldrich CPAs + Advisors LLP
5665 SW Meadows Road, #200
Lake Oswego, OR 97035

December 27, 2024

To the Board of Commissioners
Hood River County
Hood River County, Oregon

In planning and performing our audit of the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Hood River County (the County) as of and for the year ended June 30, 2024, in accordance with auditing standards generally accepted in the United States of America, we considered the County's system of internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the following deficiency in internal control to be a material weakness:

> Year-end close procedures should include a timely reconciliation of all accounts to ensure the accuracy of the balances. Errors in ending account balances were identified during the course of the audit resulting in adjustments for the financial statements to be presented in accordance with generally accepted accounting principles.

This communication is intended solely for the information and use of management, the Board of Commissioners, and others within Hood River County, and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

Aldrich CPAs + Advisors LLP

CITY OF West Linn

Agenda Bill 2025-11-18-03

Date Prepared:	November 5, 2025
For Meeting Date:	November 18, 2025
To:	Mayor Rory Bialostosky and West Linn City Council
Through:	John Williams, City Manager *JRW*
From:	Kathy Mollusky, City Recorder *KM*
Subject:	Potential Amendments to West Linn Council Rules

Purpose:
Council adoption of amendments to Council Rules.

Question(s) for Council:
Does Council wish to adopt changes to Council Rules?

Public Hearing Required:
No

Background & Discussion:
At Council's September 8 Council Meeting, the Mayor consulted with Council and staff about changing the date of Council meetings from Monday to Tuesday. Staff were directed to create a redline rules version and return for Council discussion.

On September 9, the Mayor sent an email to the Community Advisory Groups and Neighborhood Associations asking for feedback and explaining how this would allow Council and staff to better prepare for each meeting, improve workflows, and allow more time for public comment review and feedback.

Staff noted the date change in the September 11, September 25, October 2, October 9, and October 16 West Linn Weekly newsletters. At the October 21 Work Session, the redlined rules were provided in the packet. Council discussed the changes and requested the item be included on the next Business Meeting agenda for possible adoption.

Here is a summary of the two changes Council directed to be made to the rules:

- *Changing the meeting date from Monday to Tuesday on Page 6.* Council directed that the meeting date be changed from Monday to Tuesday in three places.
- *Litigation notice on Page 25.* Council directed to change the rules to receive notice within 7 days of a claim and it will be up to Council if they desire to have an executive session for a more formal briefing.

Budget Impact:
$0. Savings in Council and Staff time due to fewer executive sessions.

Council Options:
Council can amend the rules at any time to best meet their goals and provide clarity to staff and community as to how the meetings will operate. Council may choose to adopt the Rules as proposed, continue discussing options, or not adopt the changes.

Staff Recommendation:
This is Council's decision. The rule proposals you have drafted are in keeping with Oregon Public Meetings law and best practices of neighboring cities.

Potential Motion:
Move to approve the amended Council Rules.

Attachments:

1. Draft Council Rules.

City of West Linn

COUNCIL RULES

Adopted November 18, 2025

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Section A: Authority, Council Vacancies, and Terminology

1) **Authority.** Pursuant to Chapter IV, Section 13, of the West Linn City Charter ("the Charter"), the Council shall adopt Council Rules. The Council shall review its rules at least once every two years. Amendments shall be adopted by a majority vote. The Council rules are established protocols for conducting business in accordance with the City Charter. They are not intended to replace or supersede any applicable federal or state laws or regulations, or provisions of the Charter. Any conflict between these Rules or those laws and regulations previously mentioned will result in the laws and regulations taking precedence. These rules may be suspended upon an affirmative vote of the Council.

2) **Council Vacancies. Pursuant to Chapter VII, Section 30 of the Charter,** the office of a member of the Council becomes vacant:
    a. Upon the Councilor's:
        i. Death;
        ii. Adjudicated incompetence; or
        iii. Recall from the office; or
    b. Upon declaration by the Council of the vacancy in case of the Councilor's:
        i. Failure, following election or appointment to the office, to qualify for the office within ten (10) days after the time for the term of office to begin;
        ii. Absence from the City for 30 days without Council's consent or from all meetings of the Council for a 60-day period;
        iii. Ceasing to reside in the City;
        iv. Ceasing to be a qualified elector under Oregon law;
        v. Conviction of a public offense punishable by loss of liberty; or
        vi. Resignation from the office.

    The Council will fill the vacancy of the office in accordance with Chapter VII, Section 31 of the Charter.

3) **Terminology.** The terms “Council” and “Councilors” include the Mayor. The “Mayor” is noted specifically when they have a duty or responsibility in addition to their role as a member of “Council.” The term “Council” means City Council.

Section B: Meeting Time, Location, and Frequency

1) **Public Meetings Law.** A public meeting is any meeting conducted by a state, regional or local governing body to decide or consider any matter. Thus, any meeting conducted by this Council in which a matter is decided or considered must comply with Oregon's Public Meetings Law (ORS 192.610 – 192.690).

2) **Regular Meeting.** In accordance with the Chapter IV, Section 13 of the Charter, the Council shall hold a regular meeting to conduct Council business at least once each month in the City. This meeting will usually be on the second Tuesday of the month, beginning at 6:00 p.m., unless otherwise designated. If necessary, a second regular meeting may be scheduled, usually on the fourth Tuesday of the month. Such meetings will be preceded by a pre-meeting session at 5:30 p.m. unless changed by consent of the Council. These pre-meetings are intended to be procedural and administrative, not deliberative.

3) **Work Sessions.** Work sessions are permitted to present information to the Council ahead of regular or special meetings. Work sessions are subject to Oregon's Public Meetings Law, ORS 192.610 to 192.690, and the Council shall not take any formal or final action on any matter during the work session. Work sessions are typically scheduled on the first and third Tuesday of the month, with the first work session beginning at 1:00 p.m. and the second work session beginning at 6:00 p.m. If circumstances require an additional work session, it shall be called by the Mayor, City Manager, or two or more Councilors and scheduled when a quorum of the Council is available and when staff and a public venue for the session are available. Public comment will be taken at the beginning of each Work Session or at another time if allowed by the Mayor.

4) **Executive Sessions.** An executive session (meeting closed to the public) may be held in accordance with the appropriate statutory limits of ORS 192.660(2). All proposed executive sessions shall be attended by the City Attorney or designated legal advisor. All Councilors shall be consulted for availability before an executive session is scheduled. Staff shall properly arrange and notice the executive session on the City's online meetings/agenda page within 24 hours after being scheduled. All executive sessions shall be audio recorded as provided for in ORS 192.650(2) unless the Council determines that written minutes should be taken. Material discussed during an Executive Session shall be governed by ORS 192.610 and 192.660. Representatives of the news media shall be allowed to attend executive sessions, other than those sessions during which the Council conducts deliberations with persons designated to carry on labor negotiations, or where the matter involves litigation and the news media is a party to the litigation. No executive session may be held for the purpose of taking any final action or making any final decision.

5) **Special Meetings.** Special meetings are to be utilized only when necessary, and public comment shall be taken at all special meetings. The Mayor, or in the Mayor's absence the President of the Council, may, or at the request of two or more Councilors, call a special meeting for the Council in accordance with state law. Special meetings will typically be scheduled in a similar manner as a regular meeting, including a pre-meeting.

   a. Written notice of a special meeting shall be given to the Council, media and public, with as much advance (up to 6 days) notice as possible, and no less than 24 hours in advance of the meeting. The notice shall be served on each Councilor personally or electronically. All notice requirements of ORS 192.640 shall be satisfied before any special meeting can be conducted.

6) **Emergency Meetings.** Emergency meetings are special meetings called on less than 24 hours' notice. Such meetings may be called by consent of all available Councilors upon such notice as is appropriate to the circumstances. Council shall identify why the meeting was called on an emergency basis immediately upon calling the meeting to order. This shall also be specifically identified in the minutes of the meeting. The City shall attempt to contact the media and other interested persons to inform them of the meeting. Councilors are responsible to inform staff of how they can be reached when out of town.

   a. Special meetings of the Council may also be held at any time by common consent of all Councilors subject to notice requirements being met. Councilors shall keep the City Manager informed of their current telephone numbers.

7) **Televising of Council Meetings.** Acknowledging that the citizenry of West Linn is generally a sophisticated and interested viewing audience, regular business meetings of the Council will be covered gavel-to-gavel live on the City's government access cable channel. Video recordings will be kept permanently.

   a. To enhance viewer interest and understanding of the subject matter, televised meetings of the Council shall, whenever practical, employ the highest technical quality and techniques, such as multiple camera angles and informational captioning. The producer/camera operator should set the scene for the viewer of each agenda item with a planned series of shots in accordance with the City's camera operator's guide.
   b. It is intended that Council meetings be televised in an unbiased, even-handed manner, using camera shots that are appropriate for individual Councilors, witnesses and audience members and are relevant to the discussion.
   c. Video and audio shall be deleted only for the purpose of conforming with applicable laws governing public broadcasts. Editing for the above purpose and for the insertion of informational titles and graphics will be allowed. Portions of videotaped Council meetings may be used in other news and informational broadcasts provided they are not portrayed out of context.

d. Regular business meetings of the Council shall be televised live and simultaneously videotaped for subsequent replay on the government access channel. Meetings shall be televised and taped in accordance with policies and procedures approved by the City Manager, including the camera operator's guide.

7) **Location**. Council meetings shall be held at City Hall. In the event City Hall is not available for a meeting, the Council shall meet at a venue open to the public which is located within the jurisdictional limits of the City.

Section C: Meetings and Protocols

1) **Parliamentary Procedure.** The Council shall use the latest version of Robert's Rules of Order (http://www.rulesonline.com/rror-12.htm as of 5-22-19) as a guideline for parliamentary procedure unless these rules provide a different guideline or Council changes them pursuant to Section A 1), above.

2) **Presiding Officer.** The Mayor shall be the Presiding Officer and conduct all meetings, preserve order, enforce the rules of the Council, and determine the order and length of discussion on any matter before the Council, subject to these rules. The Council President shall preside in the absence of the Mayor. The Presiding Officer shall not be deprived of any of the rights and privileges of a Councilor. In case of the absence of the Mayor and the Council President, the City Manager shall call the meeting to order and the Council shall elect a President pro tempore for the meeting by majority vote.

3) **Agenda.** The City Manager shall coordinate with the Presiding Officer on the preparation of an agenda of the business to be presented at every Council meeting. This agenda should be consistent with the City's business needs, Council's priorities, and prior scheduling discussions. City staff will publish Council agendas and packets 6 days prior to the Meeting. Items needing urgent Council attention may be added to the agenda after publishing for increased public transparency.

    a. When two or more Councilors present an item to be put on a future agenda, the Mayor and City Manager shall schedule it as soon as possible, but within four weeks unless the Council majority agrees on a later date.
    b. A Councilor may place or remove an item on a current Council agenda by motion at the beginning of each Council meeting, additions and deletions to the agenda must be approved by a majority of the Council. No action shall be taken on items that are not on the agenda without first modifying the agenda by motion. Councilors will endeavor to have subjects they wish considered submitted in time to be placed on the agenda and shall attempt to notify the City Manager in advance of proposing changes to the agenda.
    c. A Councilor who desires major policy or ordinance research should first raise the issue at a work session or meeting under Council Business. The Council should consider items in light of City priorities and workload and agree to proceed with an issue or ordinance before staff time is spent preparing a report. The Councilor may present information or a position paper or ask for a department report or committee recommendation. Councilors who agree that staff time can be spent on a particular item are not bound to support the issue when it comes before the Council for a vote.

d. Council and staff will discuss upcoming agendas and competing priorities at each meeting including the possibility of a future meeting without full background materials from staff or make an interim decision on timing and process.

4) **Agenda Bill.** Each item of Council business requiring Council action shall be accompanied by an Agenda Bill in a format approved by the Council.

5) **Order of Business.** The City Manager shall have the authority to arrange the order of business as is deemed necessary to achieve an orderly and efficient meeting with final approval of the Presiding Officer. In general, the order of business will be as follows:

   a. Call to Order and Pledge of Allegiance to the Flag
   b. Approval of Agenda
   c. Public Comments (three minutes per speaker)
   d. Mayor and Council Reports
   e. Proclamations and Recognitions
   f. Scheduled Presentations to the Council
   g. Consent Agenda
   h. Business Meeting
      i. Items removed from the Consent Agenda
      ii. Public Hearings
      iii. Ordinances and Resolutions
      iv. Other Business
   i. City Manager Report
   j. City Attorney Report
   k. Adjourn

   The Presiding Officer may use the gavel to commence the meeting, to maintain order, after each vote, and to close the meeting.

6) **Quorum.** A majority of members of the Council shall constitute a quorum for its business. In the event a quorum is not present, the Councilors present shall adjourn to some fixed time.

7) **Order and Decorum**. All members of the public are encouraged to follow the Council's Guidance for Civil Discourse (https://westlinnoregon.gov/citycouncil/council-guidelines-civil-discourse) and are expected to follow all points of order as set forth by the Presiding Officer during public comment session and throughout entirety of the Meeting.

The Presiding Officer shall preserve order and decorum and decide all points of order, subject to appeal in the Council.

a. Any of the following shall be sufficient cause for the Sergeant-at-Arms to, at the direction of the Presiding Officer, remove any person from the Council chamber for the duration of the meeting:
    i. Engaging in disruptive, dangerous, or threatening behavior. A person disrupts a meeting of the Council if the person engages in any conduct that obstructs or impedes the orderly carrying on of the business of the meeting. Such conduct includes, but is not limited to:
        1. Any conduct that substantially prevents any other person from hearing, viewing or meaningfully participant in the meeting;
        2. Any conduct that substantially interferes with ingress or egress to or free movement within the Council meeting;
        3. Shouting over or otherwise disrupting, any person who is recognized by the Presiding Officer;
        4. Any conduct that substantially interferes with City business conducted by the City staff present at the session; or
    ii. Failure to obey any reasonable direction of the Presiding Officer.
b. Before the Sergeant-at-Arms is directed to remove any person from a Council meeting for conduct described in this section, the Presiding Officer shall give a warning to cease and desist from such the conduct. If a meeting is disrupted by members of the audience, the Presiding Officer or a majority of the Council present may declare a recess and/or order that the Council chamber be cleared.
c. Any person removed from the Council meeting may still submit written testimony or materials to the Council Clerk for inclusion in the record.
d. A law enforcement officer of the City may be Sergeant-at-Arms of the Council meetings. The Sergeant-at-Arms shall carry out all orders and instructions given by the Presiding Officer for the purposes of maintaining order and decorum at the Council meeting.

8) **Consent Agenda.** To make more efficient use of meeting time, the City Manager shall place all items of a routine nature on which no debate is expected on a consent agenda. Any item placed on the consent agenda shall be approved by a single motion "to adopt the consent agenda" which shall not be debatable. Any Councilor can request to move an item from the Consent Agenda to the regular Agenda for further discussion.

9) **Ordinance Reading and Adoption.** All ordinances and resolutions shall be prepared under the supervision of the City Manager and reviewed and approved as to form by the City Attorney. Ordinances and resolutions may be introduced by a Councilor, the City Manager, the City Attorney, or any department head. Unless the motion for adoption provides

otherwise, resolutions shall be adopted by reference to the title only and effective upon adoption.

Per Charter Chapter VII, Section 33:
(a) Except as paragraphs (b) and (c) of this section provide to the contrary, every ordinance of the Council shall, before being put upon its final passage, be read fully and distinctly in open Council meeting on two different days.

(b) Except as paragraph (c) of this section provides to the contrary, an ordinance may be enacted at a single meeting of the Council by unanimous vote of the Council members present, upon being read first in full and then by title.

(c) Any of the readings may be by title only if no Council member present at the meeting requests to have the ordinance read in full or if a copy of the ordinance is provided for each Council member and three copies are provided for public inspection at the City offices not later than one week before the first reading of the ordinance, and if notice of their availability is given forthwith upon the filing, by written notice posted at City Hall and two other public places in the City or by advertisement in a newspaper of general circulation in the City. An ordinance enacted after first being read by title alone may have no legal effect if it differs substantially from its terms as it was thus filed prior to such reading unless each section incorporating such a difference is read fully and distinctly in open Council meeting as finally amended prior to being approved by the Council.

(d) Upon the final vote on an ordinance, the ayes and nays of the members shall be taken and entered in the record of proceedings.

(e) Upon the enactment of an ordinance the custodian of records shall sign it with the date of its passage and the endorser's name and title of office and thereafter the Mayor, or President of the Council acting pursuant to Section 18 of the City Charter, shall sign it with the date of its passage and the endorser's name and title of office. Failure of the Mayor or the President of the Council to sign it shall not invalidate it.

(f) Ordinances shall be effective on the thirtieth (30^{th}) day following the date of adoption, unless the ordinance provides that it will become effective later. An emergency ordinance, which shall include a statement of explanation regarding the basis for the declaration of emergency, shall become effective upon adoption.

10) **Exhibits.** Exhibits presented before the Council in connection with its deliberations on a legislative, quasi-judicial or other substantive matter shall be accepted by the Council and made part of the record. The exhibit shall be marked for identification and referenced in the minutes. The exhibit or a copy thereof shall be provided to the meeting recorder.

11) **Motions.** When a motion is made, it shall be clearly and concisely stated by its maker. Councilors are encouraged to exercise their ability to make motions and to do so prior to

debate to focus discussion on an issue and speed the Council's proceedings. The Presiding Officer will state the name of the Councilor who made the motion and the name of the Councilor who made the second. When the Council concurs or agrees to an item that does not require a formal motion, the Presiding Officer will summarize the agreement at the conclusion of discussion. The following rules shall apply to motions during proceedings of the Council:

a. A motion may be withdrawn by the maker at any time without the consent of the Council.
b. If a motion does not receive a second, it dies. Certain motions can proceed without a second, including nominations, withdrawal of motion and agenda order.
c. A motion that receives a tie vote fails.
d. A motion to table is not debatable unless made during a land-use hearing and precludes all amendments or debate of the issue under consideration. If the motion prevails, the matter may be taken from the table only by adding it to the agenda of the next regular Council meeting at which time discussion will continue. If an item is tabled, it cannot be reconsidered at the same meeting.
e. A motion to postpone to a certain time is debatable and amendable, and it may be reconsidered at the same meeting. The question being postponed shall be considered at a later time, at the same meeting, or at a specified time in the future.
f. A motion to postpone indefinitely is debatable and is not amendable and may be reconsidered at the same meeting only if it received an affirmative vote. The object of this motion is not to postpone, but to reject the question without risking a direct vote when the maker of this motion is in doubt as to the outcome of the question.
g. A motion to call for the question shall close the debate on the main motion and is not debatable. This motion must receive a second and fails without a majority vote. Debate is reopened if the motion fails.
h. A motion to amend can be made to a motion that is on the floor and has been seconded. An amendment is made by inserting or adding, striking out, striking out and inserting, or substituting.
i. Motions that cannot be amended include motion to adjourn, agenda order, lay on the table, reconsideration, and take from the table.
j. A motion to amend an amendment is in order.
k. Amendments are voted on first, then the main motion as amended.
l. Council will discuss a motion only after the motion has been moved and seconded.
m. The motion maker, Presiding Officer, or meeting recorder should repeat the motion prior to voting.
n. A motion to continue or close a public hearing is debatable.
o. A point of order, after being addressed by the Presiding Officer, may be appealed to the body.

The City Attorney will attend all regular Council meetings unless excused and will provide either written or oral advice and opinions on legal matters. The City Attorney shall act as the Council's parliamentarian.

12) **Speaking by a Councilor.** Any Councilor desiring to be heard shall be recognized by the Mayor and shall confine their remarks to the subject under consideration or to be considered. Councilors will be direct and candid. Councilors will speak one at a time, allowing one another to finish. All Councilors and the Mayor shall have an equal amount of time to speak specifically and succinctly on a subject.

13) **Voting.** Every Councilor, when a question is taken, shall vote. Secret ballots are prohibited. Absent compelling circumstance, Councilors should not abstain from voting. When abstaining, the council member should state their reason for abstaining.

    a. No Councilor shall be permitted to vote on any subject in which they have a conflict of interest.
    b. The concurrence of a majority of Councilors present at a Council meeting shall be necessary to decide any question before the Council. The meeting recorder shall call the roll, and the order of voting shall be rotated on each question such that each Councilor, excluding the Mayor, has an equal opportunity to vote first and second to last. Since the Mayor acts as chair, the Mayor in all instances shall vote last.

14) **Reconsideration of Actions Taken.** A Councilor who voted with the majority may move for a reconsideration of an action at the same or the next regular meeting. The second of a motion may be a member of the minority. Once a matter has been reconsidered, no motion for further reconsideration shall be made without unanimous consent of the Council.

15) **Minutes.** Written minutes of Council regular meetings will be taken by staff. Additionally, Council shall provide an audio, video, or digital recording of its meetings, which are the official records of the City.

    Neither a full transcript nor a full recording of the meeting is required, except as otherwise provided by law. The written minutes or recording must give a true reflection of the matters discussed at the meeting and the views of the participants. Minutes shall include the following information:

    a. Members present;
    b. Motions, proposals, resolutions, orders, ordinances, and measures proposed and their disposition;
    c. Results of all votes and the vote of each member by name;

d. The substance of any Council discussion on any matter; and
e. The name of the individual and the topic written on the public comment form submitted to staff;
f. A reference to any document discussed at the meeting.

Staff will post draft notes online within two weeks of the meeting. Minutes will remain draft until approved. They will be posted on the agenda for approval at the next regular business meeting. Minutes made available to the public must be made available to persons with disabilities in a form usable by them.

16) **Meeting Staffing.** The City Manager shall attend all meetings of the Council unless excused therefrom by the Council or the Mayor. The City Manager should advise Council if unable to attend a meeting. The City Manager may make recommendations to the Council and shall have the right to take part in all Council discussions but shall have no vote. The City Manager shall designate a staff or contract person as a meeting recorder who will attend all Council meetings and keep the official journal (minutes) and perform such other duties as may be needed for the orderly conduct of meetings. Department directors or other staff will attend Council meetings upon request of the City Manager.

17) **Questioning of Staff by Council.** Councilors desiring to question the staff during a Council meeting shall address the questions to the City Manager, who shall be entitled to either answer the inquiry or designate a staff member to do so.

18) **News Media.** The Council recognizes the important role of the news media in informing the public about the decisions, activities, and priorities of government. Workspace shall be reserved for members of the press at Council meetings so that they may observe and hear proceedings clearly. See also Executive Sessions. The terms "news media" "press" and "representative of the press" for the purpose of these rules are interchangeable and mean someone who:
    a. Represents an established channel of communication, such as a newspaper or magazine, radio, or television station; and either
    b. Regularly reports on the activities of government or the governing body; or
    c. Regularly reports on the topic to be discussed by the governing body in executive session.

19) **General Public Comment.** The Council shall maintain a forum allowing citizens to testify regarding City-related issues, policies, Council decisions, or any other matter. General public comment is established to allow members of the public to speak for three minutes at the beginning of each Council meeting and work session on any community matter. Members of the public may choose to instead speak later on the agenda on specific agenda items if

they prefer (but not at both times on a single item). Public comment on land use hearings must be provided during the hearing. The Mayor has the discretion to allow more time if necessary, and time allows. Councilors are expected to be respectful of a member of the public during public comment. Councilors should not engage in discussions while receiving public comments as this part of the agenda is not meant for debate; however, Councilors may comment at the conclusion of the public comment period to correct the record as to any inconsistent or inaccurate information stated. Councilors may ask clarifying questions with the Presiding Officer's permission and may discuss concerns and direct questions raised by the public to the City Manager with the understanding that answers from staff may not be immediately available.

20) <u>Verbal Comments and Testimony.</u>

Each member of the public who desires to speak during public comment shall first complete a testimony form and give it to the City Recorder. A separate form must be completed for each item to be addressed.

When called by the City Recorder, each speaker shall come to the designated area and state their name and city of residence in an audible tone.

No member of the public will be allowed to speak more than once on a particular agenda item, except when speaking as a representative of a Neighborhood Association or Community Advisory Group. No member of the public will be allowed to cede their minutes to another person. Questions from the public shall be asked of a Councilor, City Attorney, or staff through the Presiding Officer.

No person, other than a Councilor and the person having the floor, shall be permitted to enter into any discussion, either directly or through a Councilor, without the permission of the Presiding Officer.

21) <u>Written Comments, Documents, and Testimony Forms.</u>

a. Any speaker who wishes to make an electronic presentation, must deliver the presentation to City staff at least two business days prior to the meeting or work session in order to be posted on the agenda. No speaker(s) shall be allowed to make an electronic presentation without it being posted two (2) business days prior to our meeting for computer security purposes; however hard copies may be provided at the meeting for each Councilor, City Recorder, City Manager, City Attorney and one (1) for the public.
b. Written comments and documents must be submitted to the City Recorder by 12:00 PM (noon) the day of the meeting, in order to give Councilors enough time to read

the comments. Council will still receive written comments after this deadline but may not have time to read it before the meeting.

c. Any person bringing written comments or materials to the meeting shall give them to the City Recorder who will hand them to the Council and place them in the record.

22) Neighborhood Association/Community Advisory Group Comments. One designated representative of a Neighborhood Association or a Community Advisory Group shall be granted up to 5 minutes to speak on items voted on or discussed by the neighborhood association, unless the time allotted for that agenda item was previously adjusted. A member of the public who has testified in their individual capacity is not disqualified from speaking in their representative capacity, as long as the person identifies the capacity at the beginning of their comments. A Neighborhood Association or Community Advisory Group can request to be on the Council Agenda to allow discussion of more complex topics.

23) Flags, Signs and Posters. Flags, posters, placards, signs, or other similar items may be brought into Council chambers provided that such items do not impede the orderly carrying on of the business of the meeting.

Section D: Quasi-Judicial Land Use Matters

1) **Bias and Disqualification.** Prior to the commencement of a quasi-judicial hearing, each Councilor must disclose their previous pre-judgment, personal interest or participation in any manner or action on the matter to be heard and shall state whether they can participate in the hearing with an open mind. If the Councilor is unable to hear the matter impartially, the Councilor has a duty to step down from the hearing and participate as a citizen, if so desired.
    a. Any person may challenge the qualifications or impartiality of any Councilor about to participate in the discussion and decision. The challenger must state facts relied upon from which the party has concluded that the Councilor will not likely participate and/or decide in an impartial manner. Such challenges shall be made prior to the commencement of the public hearing. The Presiding Officer shall then give the challenged Councilor an opportunity to respond. Any such challenge to a Councilor shall require a vote of the Council to accept or deny the challenge. The Councilor being challenged shall not vote unless required by the law of necessity to do so. Such challenges shall be recorded into the record of the hearing. If the Council majority determines that the Councilor is biased, it may disqualify the Councilor by majority vote from participating in a decision. In which case, the Councilor may participate in the proceedings as a private citizen if the Councilor is a party with standing.

2) **Conflict of Interest**. Councilors shall adhere to State laws concerning conflicts of interest. Conflicts of interest arise in situations where a Councilor has an actual or potential financial interest in the matter before the Council. Under state law, an actual conflict of interest is defined as one that would be to the private financial benefit of the Councilor, a relative or a business with which the Councilor is associated ORS 244.020. A Councilor must publicly announce potential and actual conflicts of interest, and, in the case of actual conflict of interest, must refrain from participating in debate on the issue or from voting on the issue unless allowed by state law ORS 244.120.

3) **Ex Parte Communications.** When Council receives any ex parte communication, Council should inform the citizen that the Council is interested in their perspective; however, because the Council is hearing the associated land use application, Council are advised to refrain from reading and responding to information outside of the public hearing process. Council should inform the citizen that the information received is being forwarded to staff for inclusion in the public record. Council shall then forward all ex parte correspondence received by staff as soon as possible for inclusion in the land use file and the record.

4) **Ex-Parte Contacts and Disqualifications**. In the case of quasi-judicial decisions, Ex-parte contacts consist of being party to any written or verbal communication by a party about a fact that relates to any issue of the hearing that occurs when other interested parties are not present or able to receive the information.

   Councilors are advised to refrain from engaging in discussions about a pending quasi-judicial decision outside of the public hearing. However, if a Councilor partakes in or receives written or oral ex-parte contact prior to any such hearing, the Councilor shall disclose the communication for the record and/or reveal the contact and substance of the contact prior to the commencement of the hearing. The Councilor will state whether such contact affects their ability to vote on the matter in an impartial manner and whether they will participate or abstain. The presiding officer shall then announce the right of interested parties to rebut the substance of the communication. if the Council determines that the Councilor should step down for the hearing by a majority vote, the Councilor would then be allowed to participate in the proceedings as a private citizen.

5) **Planning Commission Testimony.** To maintain the impartiality of the Planning Commission, especially in cases where issues can be remanded by the Council back to the Planning Commission for review, the following rules are established. For legislative land use matters before the Council, Commissioners may testify as a Commissioner, as a Commission Representative if so designated by the Commission, or as a citizen. For quasi-judicial hearings or petitions for review before the Council, Commissioners who have participated in the preceding Commission decision may not testify before the Council on the respective matter.

6) **Testimony Forms.** The testimony forms for land use hearings will have a place for citizens to mark if they are for, against, or neutral on the topic. The public will be allotted five minutes to comment on land use hearings.

Section E: Council Expectations

1) **Code of Conduct.** All business of the City shall be conducted in a civil manner where the dignity and rights of individuals and organizations are respected and honored pursuant to the Council's Guidelines for Civil Discourse (https://westlinnoregon.gov/citycouncil/council-guidelines-civil-discourse) and the City's Personnel Policies (https://westlinnoregon.gov/humanresources/personnel-policies).

   The description of "Prohibited Conduct", as set forth in Section 2, Policy Against Harassment of the City's Personnel Policies, will be applied to determine whether harassment occurred. Upon a finding that a violation has occurred, the Council may, upon unanimous vote of the balance of the Council not accused, proceed with censure or other appropriate sanctions.

2) **Ethics.** All Councilors shall review and observe the requirements of state ethics law (ORS 244.010 to 244.390) and shall constantly strive to meet the highest ethical standards in their role of Councilor. The Council may act to discipline a Councilor for ethical violations, up to and including approving a resolution censuring the Councilor.

3) **Communication with Staff.** Councilors shall respect the separation between policy making and administration by:

   a. At all times attempting to work together with staff in a spirit of mutual confidence and support and uphold the City Charter and Municipal Code by respecting the administrative functions of the City Manager and City Departments.
   b. Limiting all inquiries and requests for information from staff or department heads to those questions that may be answered readily or with only the most minimal of research. Questions of a more complex nature shall be addressed to the City Manager or City Attorney. Such questions should, whenever possible, be put in writing. Questions requiring significant staff time or resources (one hour or more) shall require the approval of the majority of the Council. All pertinent information given by the City Manager or City Attorney to one Councilor should be distributed to all the Councilors.
   c. Limiting individual contacts with City officers and employees so as not to influence staff decisions or recommendations, to interfere with their work performance, to undermine the authority of supervisors or to prevent the full Council from having benefit of any information received.
   d. Respecting the roles and responsibilities of staff as hired professionals when and if expressing criticism in a public meeting or email communications. Instead, engage in civil, respectful, and constructive conversations that uphold the integrity of the City.

e. Noticing councilor/staff member prior to meeting when a council or staff member is planning to be publicly critical of another to allow for fair response.

4) **Confidentiality.** Councilors will keep all written materials marked as confidential in complete confidence to ensure that the City's position is not compromised. No mention of the information read or heard should be made to anyone other than other Councilors, the City Manager or City Attorney.
   a. If the Council, in executive session, provides direction or consensus to staff on proposed terms and conditions for any type of negotiation whether it be related to property acquisition or disposal, pending or likely claim or litigation, or employee negotiations, all contact with other parties shall be made by designated staff or representatives handling the negotiations or litigation. A Councilor will not have any contact or discussion with any other party or its representative nor communicate any executive session discussion.
   b. All public statements, information, or press releases relating to a confidential matter will be handled by designated staff or a designated Councilor.
   c. The Council, by resolution, may censure a Councilor who discloses a confidential matter.

5) **Councilor Statements to Media or Other Organizations.** When a Councilor represents the City before another governmental agency, an organization or the media, the Councilor shall state the official position of the City, as approved by the majority of Council. When a Councilor appears in their personal capacity before another governmental agency, an organization or the media, the Councilor shall state they are expressing their own opinion and not that of the City before giving their statement.

   The effectiveness of City lobbying in Salem or in Washington, D.C. depends on the clarity of the City's voice. When Councilors represent the City in a "lobbying" situation, it is appropriate that the Councilors avoid expressions of personal dissent from an adopted Council policy.

6) **Censure and Discipline.**
   a. The Council has the right to make and enforce these rules and to ensure compliance with those rules generally applicable to public bodies. The Council, acting as a whole, may reprimand or discipline to the extent provided by law, any member(s) of the Council, or any member(s) of a board, commission or committee directly associated with the Council for a violation of these rules, city policies, city ordinances, the Charter, or state laws applicable to governing bodies.
   b. To exercise such right, the alleged offender(s) must first be notified of a finding that reasonable ground exists that a substantial violation has occurred prior to referral

for investigation of the Council. Council may hold an executive session to consider the complaints or charges unless the person requests an open hearing according to ORS 192.660(2)(b).

c. The accused member(s) shall have the right to present a defense to the allegations, including the right to have legal representation at such meeting.

d. Upon finding that a substantial violation has occurred, the Council may, upon unanimous vote of the balance of the Council not accused, proceed with censure or other appropriate sanctions.

Section F: General Policies and Procedures

1) **Attendance.** Councilors shall inform the City Manager and all fellow Councilors if they are unable to attend a Council meeting either in person or virtually. Scheduled meetings will be held if there is a quorum unless the Council agrees to reschedule. Additionally, the Mayor will inform the Council President and the City Manager regarding any absence by the Mayor.

2) **City Communications.** As a general policy, the City communication tools (including, but not limited to newsletter, website, mailers, postcards, bulletin boards, email newsletters and videos) should be used solely for City government related content. Events not sponsored entirely or partially by the City should not be allowed space in City communications. Requests for placement of articles in City communications shall be approved by the City Manager or designee. All Meeting agenda and tentative agendas shall be dated as to when changes have been made so the Council, City Staff, and Public can easily recognize what is the most up to date information.

3) **Conferences, Seminars and Regional Meetings.** Councilors are urged to educate themselves about local and regional government issues and to participate in appropriate conferences, seminars, and regional meetings.
    a. Council will set an annual allotment for expenses for government related activities at the beginning of each year for Council members, including expenses for serving on a board or a committee not covered by the organization. Councilors must obtain Council approval for expenses if it may exceed the Councilor's annual allotment.
    b. Councilors shall share information about the conference or share information of interest from these events within a month of attending if possible.
    c. City Manager will similarly share important information learned at conferences and regional meetings.

4) **Council Reports.** Councilors will report on the regional meetings they attend on behalf of the city.

5) **Compensation, Expenses and Reimbursement.** Councilors receive salaries per Chapter III, Section 11 of the Charter for their service to elected office, which is adjusted annually according to CPI-W per City Ordinance 1690. Federal tax regulations consider elected officials to be "public employees" for tax and payment purposes, which is explained at: https://www.irs.gov/government-entities/federal-state-local-governments/tax-withholding-for-government-workers. In contrast, an elected official is not an employee for purposes of Fair Labor Standards Act (wage & hour laws), ORPLRA (labor relations), Title VII of the Civil Rights Act (employment discrimination based on protected class), Age

Discrimination in Employment Act, the Affordable Care Act (healthcare reform), or the Unemployment Insurance Act.

Except for quarterly stipends, Councilors will follow the same rules and procedures for reimbursement as those which apply to City employees, set forth in the policy manual. Councilor expenditures for other than routine reimbursable expenses (e.g. conference registration, travel, etc.) will require advance Council approval according to the purchasing rules which apply City wide. Councilors may utilize a city-issued credit card, if desired, for City-related expenses pursuant to adopted budget guidelines.

6) **Gifts.** A gift is defined as something of economic value given to a public official, for which the official does not pay an equal value. ORS 244.020(7). No member of the Council, their relatives or household members, shall solicit or receive any gift(s) with a total value of more than $50 from any single source who could reasonably be known to have a financial interest in the official actions of the Council. On occasion, and within the approved budget, the Council may approve the purchase a gift or honorarium using City funds. Expenditures of this type shall receive prior approval from the majority of the Council.

Section G: Legal Inquiries, Litigation and Custody of Public Records

1) **Legal Inquiries.** Councilors may make legal inquiries to the City Attorney. The City Attorney will determine if the inquiry requires more than approximately thirty minutes of legal research. If it does, that inquiry will not be answered until the Council approves it. Before requesting research or other action by the City Attorney, the Council is encouraged to consider consulting with the City Manager to ascertain whether the request or action can be accomplished more cost-effectively by alternate means, unless the inquiry is related to the performance of the City Manager or a unique and sensitive personal matter to City business. The City Attorney shall, in either case, provide any written response to the full Council and City Manager, except as noted above.

2) **Litigation.** The Council will receive notice within 7 days of the City Manager and/or City Attorney's receipt of:
   a. An Oregon Tort Claim Notice, or
   b. A judicial or administrative filing which initiates legal action against the City.
   c. Any councilor may request that an Executive Session be scheduled to consult with the City Attorney, or outside legal counsel, on the legal rights and duties regarding current litigation or litigation likely to be filed.

3) **Public Records Law.** A public record is any writing with information about the conduct of public business that is prepared, owned, used, or retained by a public body. This Council and any board, department, or commission thereof are considered a public body and thus must comply with Oregon's Public Records Law (ORS 192.410-192.505).

4) **Custodian of Public Record.**
   In accordance with Section 23(C)(3) of the Charter, the City Manager shall designate a custodian of records to create, maintain, care for or control public records.

Section H: Boards, Committees, Community Advisory Groups and Neighborhood Associations

1) **Annual Report of Boards, Commissions, Committees, and Neighborhood Associations.** Each board, commission, committee, and neighborhood association will annually report to the Council on its activities for the previous year, including their recommendations. The report will be prepared in a format prescribed by the Council.

2) **Filling Vacancies on Boards, Commissions and Committees.** When a vacancy occurs on any standing commission, board or committee, a public announcement of the vacancy will be made with sufficient time and information provided regarding the duties of the positions and the process of filing an application. The Council will interview applicants for the Planning Commission, Budget Committee, and Historic Review Board and may also include interviews for other Boards and Committees. The Mayor, with the approval of the Council, shall fill all vacancies of City committees, boards, and commissions.

3) **Liaison to Boards, Commissions and Committees.** See also Municipal Code 2.020. To facilitate the exchange of information between the Council and its advisory bodies and standing committees, the Mayor will at least annually make liaison appointments with Council approval to City boards, commissions, and committees. Councilors shall respect the separation between policy making and advisory boards, commissions, and committees by:
    a. Not attempting to lobby or influence boards, commissions, and committees on any item under their consideration.
    b. It is important for the advisory body to make objective recommendations to the Council on items before them.
    c. Attending meetings of assigned liaison bodies but should avoid becoming involved in the body's discussions without first explaining their role as a Council liaison.
    d. Not voting at the body's meeting on any item.

4) **Minutes of Community Advisory Group Meetings.** Written minutes of community advisory group meetings are the official permanent record of CAGs and will be taken by the staff liaison and if not available, the Chair or their designated substitute. However, community advisory groups shall also provide an audio recording of their meetings which will be retained for 5 years after approval of the written minutes.

5) Minutes shall include the following information:
    a. Members present;

b. Motions, proposals, resolutions, orders, ordinances, and measures proposed and their disposition;
c. Results of all votes and the vote of each member by name;
d. The substance of any discussion on any matter; and
e. A reference to any document discussed at the meeting.

Staff will post Draft Minutes online within two weeks of the meeting. Minutes will remain draft until approved. Minutes will be posted on the agenda for approval at the next regular business meeting.

6) **Minutes of Neighborhood Associations Meetings.** Neighborhood Associations are required to take minutes when they have been asked to advise the Council or they act on their own accord in an advisory capacity to the City per West Linn Code 2.100(4)(c)(2).). Council prefers that Neighborhood Associations provide a record of attendance, quorum, and recommendation.

Section I: Other Provisions

1) **City Manager and City Attorney Evaluation.** The evaluation of the City Manager will be performed under the terms of the Manager's contract and City Charter. The Council shall perform an annual evaluation on the City Attorney under the terms of the City Attorney's contract.

Agenda Bill 2025-11-18-04

Date Prepared:	November 7, 2025
For Meeting Date:	November 18, 2025
To:	Rory Bialostosky, Mayor West Linn City Council
Through:	John Williams, City Manager JRW
From:	Steve Koper, CD Director SK Darren Wyss, Principal Planner DSW
Subject:	West Linn Waterfront Vision Plan Public Hearing

Purpose:
To hold a public hearing and consider adoption of the West Linn Waterfront Vision Plan via Resolution 2025-13.

Question(s) for Council:
Should Council adopt the West Linn Waterfront Vision Plan?

Public Hearing Required:
Yes

Background & Discussion:
The City Council held two work sessions in October to review the West Linn Waterfront Vision Plan and the recommendations from the Project Working Group and Planning Commission. At the October 7th meeting, Council received a presentation from the project consultant and asked several clarifying questions about the public comments received during the Planning Commission meetings. Four community members submitted oral comments, and two written comments were sent to City Council. After discussion, the Council requested the project team bring back the following items to the October 21st work session for review and final direction:

1. Replace the 100-year floodplain boundary on Vision Plan maps with the more accurate 1996 flood boundary.
2. Remove the box with "Medium-density residential currently in the planning stage" from the Ponds District map and adjust the "potential development" area to be outside of the 1996 flood boundary.
3. Add "Ecological Corridors" symbology to the District maps.
4. Draft language options to add to the Vision Plan focused on encouraging preservation of existing structures, particularly in the Cultural Heritage District.
5. Draft language options to add to the Vision Plan focused on affordable housing.

At the October 21st meeting, the Council heard oral comments from three community members and received two written comments. The project team presented the updated maps related to Items 1 through 3. Council confirmed the maps accurately reflect the direction given at the first work session. The project team also drafted options related to Items 4 and 5. After discussion, the Council agreed to add the following language to page 37 of the Vision Plan to address affordable housing:

The City should allow a variety of housing types to encourage affordability across income ranges and use targeted infrastructure investments, incentives, and expedited permitting to support development.

After discussing five options related preservation of structures in the Cultural Heritage District, Council directed the project team to reconfigure language in options 2, 4, and 5 based on four themes:

1. Partnerships with property owners
2. Identify key sites with private sector partners
3. Ensure economic feasibility
4. Encouraging adaptive reuse

The project added the following language to page 33 of the Vision Plan:

Partner with property owners to identify key historic sites and structures and encourage rehabilitation and reuse.

The Council also requested the Resolution language get amended to clarify recommendations from the Working Group and Planning Commission were considered and implemented. In addition, another "Whereas" statement was also added to outline the purpose of the Vision Plan.

WHEREAS, the West Linn City Council incorporated two of the working group recommended amendments and all three Planning Commission recommended amendments; and

WHEREAS, the West Linn Waterfront Vision Plan provides a framework for the transformation of West Linn's Waterfront into a vibrant place that provides new opportunities for residents and visitors to access and experience the natural beauty and cultural richness of the area; and

The project team also updated page 8 of the Vision Plan, Aligned Projects and Planning Efforts, to acknowledge the important partnership with the Confederated Tribes of Grand Ronde and its efforts across the river to implement the tumwata village vision.

The Council will now hold a public hearing to consider adoption of the Vision Plan. Four additional community comments have been submitted.

October 7th CC Meeting Packet
October 7th CC Meeting Video
October 7th CC Community Comments

October 21st CC Meeting Packet
October 21st CC Meeting Video
October 21st CC Community Comments

Additional Background

The West Linn Waterfront Project will develop a preferred community vision plan for the lands along the Willamette River from I-205 to the Willamette Neighborhood and the framework to implement that vision. The goal is to find consensus on future land uses and activities along the river, as well as make any necessary changes to the transportation network, zoning, and development codes; and establish a financial plan to support investment in the area.

The first phase of the project was conducted from 2016 to 2019 through a series of community engagement events that resulted in dividing the planning area into three districts (Historic City Hall District, Cultural Heritage District, and Pond District), establishing Guiding Principles for the project, identifying the preferred transportation improvements at Willamette Falls Drive and Hwy 43 (adopted as part of the Willamette Falls Drive Concept Plan in 2021), and getting initial feedback on preferred land use in the districts. The engagement included:

- Seven (7) Open Houses (554 attendees)
- Nine (9) Property Owner Meetings
- Nine (9) Neighborhood Association Meetings (169 attendees)
- Wednesday Market Booth (51 contacts)
- Five (5) Civic Group Presentations (160 attendees)

The West Linn Waterfront Project Guiding Principles:

1. Reinvestment Opportunities
2. Transportation Improvements
3. River Access
4. Historic Character

After a hiatus due to COVID, the project started back up with the City Council budgeting funds to hire a consultant team to assist with the project. The second phase began in 2023 when City Staff and Toole Design Group developed a Draft Community Vision Plan based on prior work. The project team then spent Spring 2024 presenting that plan to the community through a series of public events, meetings with civic groups, and conducting an online survey to glean feedback. The goal of the engagement was to confirm that the proposed vision plan is consistent with current community desires and included:

- Open House (100+ attendees)
- Project Website to Review Plan and Provide Comment (3,200 visits Jan to June 2024)
- Online Survey (573 responses, 65% not engaged previously)
- 10 Civic Group Presentations
- Eight (8) Tabling Events
- Property Owner Meetings

Please see Appendix A linked below for more information on outreach efforts and feedback.

The project team then spent Summer 2024 updating the Draft Community Vision Plan to align with the feedback from the engagement efforts. The City Council appointed Waterfront Working Group, tasked to review and propose revisions to draft documents and make final recommendations, discussed the Draft Community Vision Plan at a meeting in September 2024.

Staff and the consultant team completed final check-ins with stakeholders and property owners to get comments on the Draft Community Vision Plan as updated. Additional edits were made, and the document was posted for review from the community via an online survey asking for level of agreement that the plan accurately reflects the community vision. The survey was open from December 18, 2024, to January 31, 2025. Results of the survey showed:

	Strongly/Somewhat Agree	Neutral	Strongly/Somewhat Disagree
Overall Vision Plan	66.0	4.9	29.1
Historic City Hall District Vision	70.6	5.2	24.2
Historic City Hall District Map Visuals	66.4	9.3	24.3
Cultural Heritage District Vision	74.2	7.0	18.8
Cultural Heritage District Map Visuals	71.3	10.3	18.4
Pond District Vision	67.2	5.6	27.2
Pond District Map Visuals	61.3	9.2	29.5

Some final clean-up of the Community Vision Plan took place and responses to comments received during and after the final online survey were compiled.

The Working Group has met six times and has also reviewed the Market Trend Analysis, Community Engagement Summary, Land Use Policy and Regulatory Analysis, Implementation and Financing Plan, and Transportation Analysis. The group made a recommendation on the Vision Plan at its last meeting on July 10th.

West Linn Waterfront Working Group Recommendation

Move the West Linn Waterfront Vision Plan forward to City Council with the following comments/recommendations:

1. Consider including recommendations for affordable housing in the project area.
2. Consider including recommendations for Smart Growth Development concepts across the project area.
3. Access to area is a critical component of the project.
4. Consider including stronger language in Plan for reuse of existing structures.
5. Provide additional time for more community feedback.
6. Working Group Member Bob Schultz objected to the Vision Plan – wants more certainty on the future use of his property.
7. Working Group Member Confederated Tribes of the Grand Ronde did not take a position on whether to move the Plan forward.

All Waterfront Working Group meeting materials, videos, and summary notes are linked from the West Linn Waterfront Project webpage.

The project team brought the Vision Plan to the Planning Commission for review to get more input and a separate recommendation. Two work sessions were held with several community comments submitted.

Planning Commission Work Session 1 (July 16, 2025)

At its July 16, 2025, work session, the PC received five written comments and heard oral comments from three of the folks who submitted written comments. The PC requested staff to respond to the comments with additional information in preparation for the second work session.

July 16th PC Meeting Packet
July 16th PC Meeting Video
July 16th PC Meeting Notes
July 16th Community Comments

The primary topics of the comments were:

- Survey conducted from Dec. 2024 to Jan. 2025
- Conflicts with the West Linn Comprehensive Plan
- Contradictions in the Vision Plan
- Medium Density Residential in Ponds District
- Need to preserve the Ponds District
- Condition of the former Blue Heron Pond

Staff have created a matrix of the comments with responses. PC member comments and questions are also included in the matrix.

Planning Commission Work Session 2 (August 20, 2025)

August 20th PC Meeting Packet
August 20th PC Meeting Video
August 20th PC Meeting Notes
August 20th Community Comments
August 20th PC Community Written Comments (submitted at meeting)

At its August 20th work session, the PC revisited the 7/16 PC work session comments and associated comment matrix for final questions. Staff provided a floodplain boundary map and a wetland delineation report map for the property shown as medium-density residential in the Ponds District. The intent of the maps was to show how final surveying on a development proposal sets the resource boundaries. This level of detail is outside of the scope of the Vision Planning process, which is intended to represent potential future land uses, transportation improvements, trail connections, and natural resource protection areas.

The PC also reviewed the three implementation memos (Policy and Regulatory, Transportation, and Implementation and Financing – linked below as Appendix C) that were reviewed by the Working Group.

A few items were identified as potential recommendations to City Council:

1. Use the 1996 Flood Elevation on maps to better correspond to the 75-foot special flood hazard area elevation (100-year floodplain)
2. Remove "in planning stages" from the medium-density residential area in the Ponds District
3. Update map legends

Planning Commission Public Hearing (September 17, 2025)

September 17th PC Meeting Packet
September 17th PC Meeting Video
September 17th PC Meeting Notes
September 17th Community Comments

At its September 17th public hearing, the PC heard additional public comment on the Vision Plan, asked clarifying questions and recommended the City Council adopt the West Linn Waterfront Vision Plan with the following considerations:

1. Use the 1996 Flood Elevation on the Ponds District Map.
2. Remove reference to housing development in the Ponds District.
3. Add "encourage" or stronger language of reuse of cultural resources in the Cultural Heritage District.

Budget Impact:
None anticipated.

Sustainability Impact:
None anticipated.

Council Options:
1. Adopt Resolution 2025-13; or
2. Adopt Resolution 2025-13 with minor changes; or
3. Request changes and continue the hearing to a date certain to consider adoption.

Staff Recommendation:
Adopt Resolution 2025-13, thus setting the vision for the Waterfront Planning Area and move into the next phase of comprehensive plan/zoning map/zoning code work.

Potential Motion:
1. Move to adopt the West Linn Waterfront Vision Plan via Resolution 2025-13.

Attachments:
1. Resolution 2025-13 – West Linn Waterfront Vision Plan
   - West Linn Waterfront Vision Plan Appendix A (link only)
   - West Linn Waterfront Vision Plan Appendix B (link only)
   - West Linn Waterfront Vision Plan Appendix C (link only)

Additional Links:
1. Written Comment for 11/18 CC Hearing
2. Written Comment for 10/21 CC Work Session
3. Written Comment for 10/7 CC Work Session
4. Written Comment for 9/17 PC Hearing
5. Written Comment Submitted at 8/20 PC Meeting
6. Written Comment for 8/20 PC Meeting
7. Comment Response Matrix for 7/16 PC Meeting
8. Comments Received for 7/16 PC Meeting
9. Comments Received Dec. 2024 to May 2025
10. Comment Matrix
11. Vision Plan January 2025 Survey Results

RESOLUTION 2025-13

A RESOLUTION ADOPTING THE WEST LINN WATERFRONT VISION PLAN

WHEREAS, in 2016, City Council directed staff to begin working on the West Linn Waterfront Project and engage the community on the preferred future for the area; and

WHEREAS, City staff held a series of outreach events from 2016 to 2019 that included seven open houses (554 attendees), nine property owner meetings, nine neighborhood association meetings (169 attendees), Wednesday Market booth (51 contacts) and five civic group presentations (160 attendees); and

WHEREAS, the outreach resulted in the establishment of four Project Guiding Principles (Reinvestment Opportunities, Transportation Improvements, River Access, Historic Character), a preferred option to improve the Hwy 43 and Willamette Falls Drive intersection, and preferred land uses for the area; and

WHEREAS, the City Council appointed a working group in August 2023, which met six times to review project materials and to make a recommendation on a Waterfront Vision Plan; and

WHEREAS, City staff held a series of outreach events from 2024 to 2025 that included three open houses (~150 attendees), a project website (3,200 visits from January to June 2024), an online survey in Spring 2024 (573 responses, 65% not engaged previously), 10 civic group presentations, eight tabling events, and property owner meetings; and

WHEREAS, the working group found consensus in July 2025 to forward the West Linn Waterfront Vision Plan to City Council with five recommendations; and

WHEREAS, the West Linn Planning Commission held two work sessions in July and August 2025 to discuss the West Linn Waterfront Vision Plan; and

WHEREAS, the West Linn Planning Commission held a public hearing on September 17, 2025 and recommended adoption of the West Linn Waterfront Vision Plan with three proposed amendments; and

WHEREAS, the West Linn City Council held two work sessions in October 2025 to discuss the West Linn Waterfront Vision Plan and the recommendations forwarded from the working group and Planning Commission; and

WHEREAS, the West Linn City Council incorporated two of the working group recommended amendments and all three Planning Commission recommended amendments; and

WHEREAS, the West Linn Waterfront Vision Plan provides a framework for the transformation of West Linn's Waterfront into a vibrant place that provides new opportunities for residents and visitors to access and experience the natural beauty and cultural richness of the area; and

WHEREAS, the West Linn City Council held a public hearing on November 18, 2025 to receive public testimony, and render a decision.

NOW, THEREFORE, THE CITY OF WEST LINN RESOLVES AS FOLLOWS:

SECTION 1. The West Linn Waterfront Vision Plan and Appendices, attached as Exhibit A, is hereby adopted.

This resolution was PASSED and ADOPTED this 18th day of November, 2025, and takes effect upon passage.

_____
RORY BIALOSTOSKY, MAYOR

ATTEST:

_____
KATHY MOLLUSKY, CITY RECORDER

APPROVED AS TO FORM:

_____
KAYLIE KLEIN, CITY ATTORNEY

WEST LINN
WATERFRONT
PROJECT

Community Vision Plan

November 2025



ACKNOWLEDGMENTS

City Council Members

Mayor Rory Bialostosky

Council President Mary Baumgardner

Councilor Leo (Lou) Groner

Councilor Carol Bryck

Councilor Kevin Bonnington

Planning Commission Members

John Carr

Joel Metlen

Jason Evans

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Toole Design

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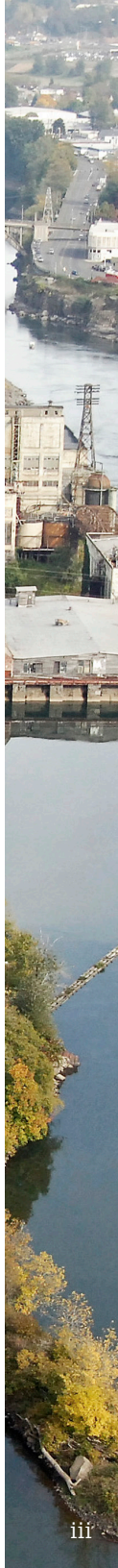
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APPENDICES

A Community Engagement Summary
B Existing Conditions Analysis





01
Introduction



WHAT IS THIS VISION PLAN?

The goal of this Vision Plan is to present an inspired and achievable framework for the transformation of West Linn's Waterfront into a vibrant place that provides new opportunities for residents and visitors to access and experience the natural beauty and cultural richness of the area.

The complexity of the site provides challenges, but recent public investments, private property owner initiatives, and a groundswell of community support have marked a turning point in the City's renewal efforts.

To capitalize on this moment, the City of West Linn restarted a 2-year planning process that continues a transparent and collaborative community-driven effort that started prior to the pandemic. The Vision Plan puts the community's interests at the center of the process and incorporates their thoughts along with property owner interests and an analysis of the area's physical, economic, and regulatory issues to develop a plan for realizing the potential of the Waterfront.



GOALS

The Waterfront is a key piece in the economic development of West Linn. Building on decades of past planning efforts and public input, the desired outcome of the Waterfront Vision Plan is the creation of a revitalized area that provides a diverse mix of land uses, increases access to the river and recreational opportunities, and celebrates the Indigenous and industrial heritage of the site.

The goals of the Vision Plan are to:



PROCESS

This Vision Plan signifies the restart of the City's effort to reimagine the Waterfront, a process that began in 2016 but was delayed by the COVID-19 pandemic.

The Vision Plan was guided by a Project Working Group (PWG) that represents a diverse group of stakeholders whose input, advice, and feedback has helped shape the planning process. This Vision Plan document has undergone review and approval by the PWG.

Previous planning and community engagement were used to develop a Draft Vision Plan that was shared with the community in Spring 2024. Refinements were made based on community input and discussions with major property owners and key stakeholders to develop this Final Vision Plan. It includes a comprehensive vision for the site and each of its districts.

Subsequent phases, including Adoption, will identify the steps needed to materialize the plan, and update City policies to formally adopt the plan.

Fall/Winter 2023/24

- » Preliminary Vision Plan
- » Guiding Principles
- » Planning Framework
- » District Planning
- » Public Consultation
- » Option Testing

Summer/Fall 2024

- » Vision Plan Refinement
- » Option Refinement
- » Public Review
- » Final Vision Plan

Spring/Fall 2025

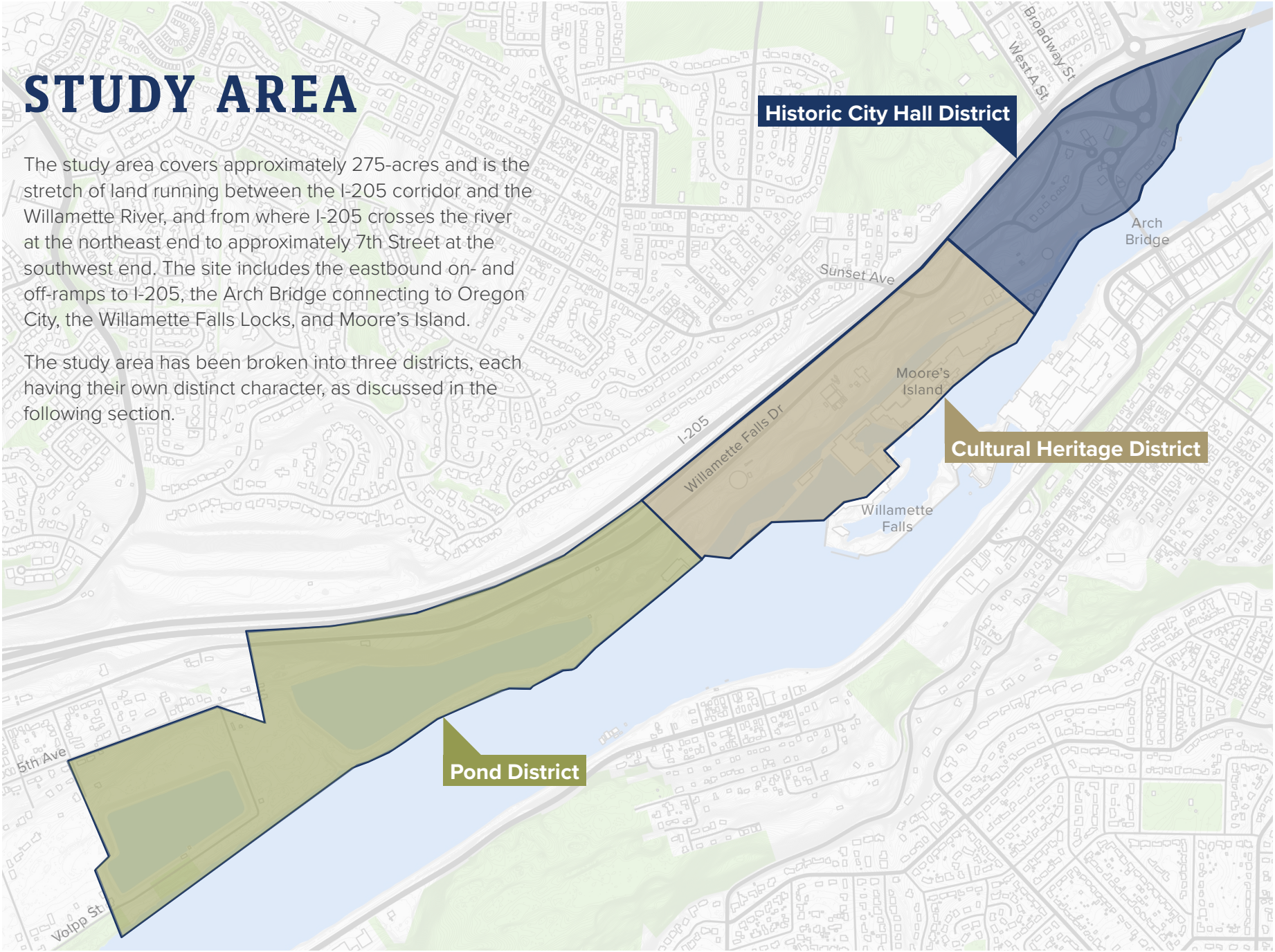
- » Policy / Regulatory Review
- » Implementation Strategies
- » Financing Plan
- » Public Review
- » Final Documentation



STUDY AREA

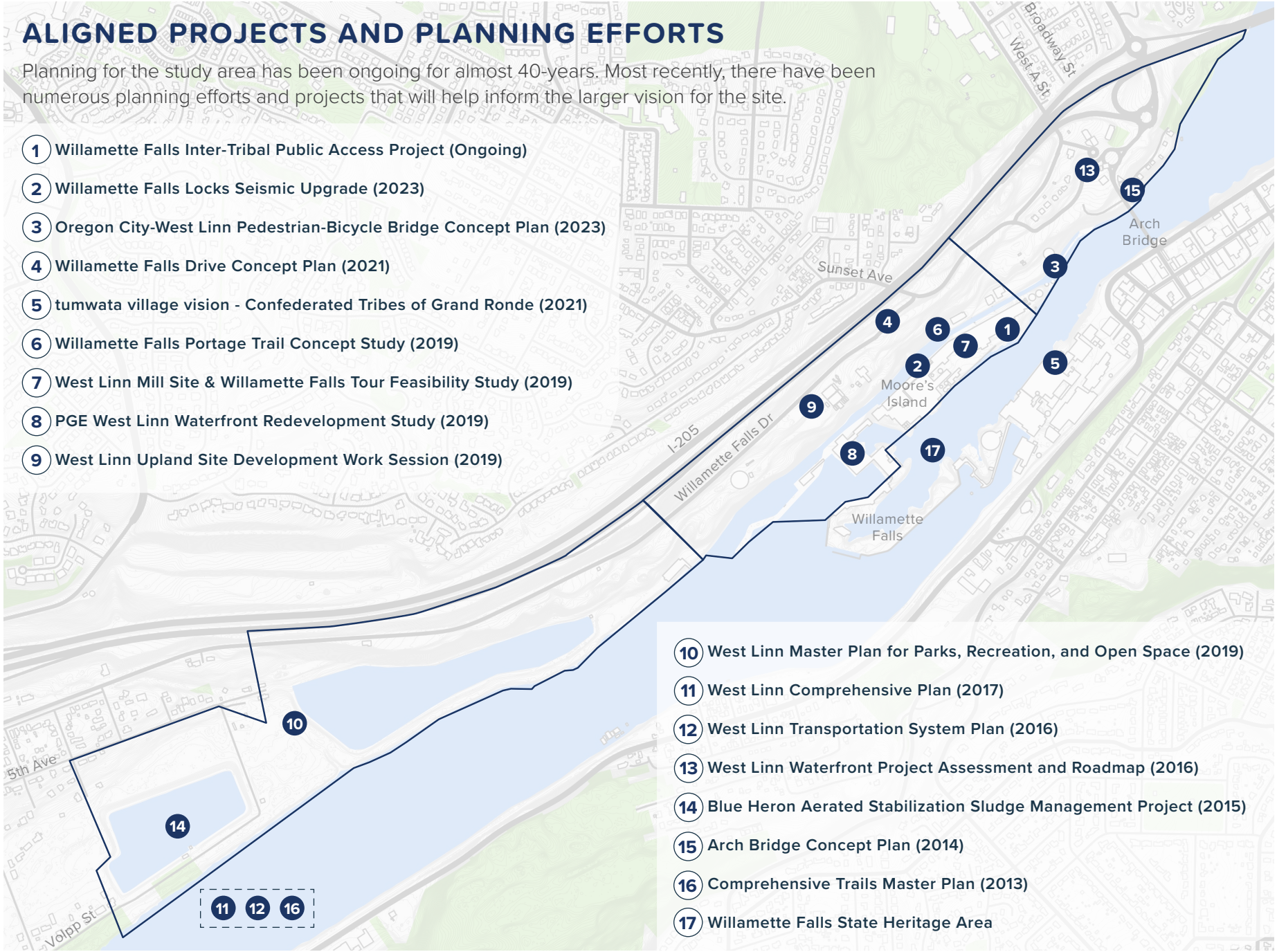
The study area covers approximately 275-acres and is the stretch of land running between the I-205 corridor and the Willamette River, and from where I-205 crosses the river at the northeast end to approximately 7th Street at the southwest end. The site includes the eastbound on- and off-ramps to I-205, the Arch Bridge connecting to Oregon City, the Willamette Falls Locks, and Moore's Island.

The study area has been broken into three districts, each having their own distinct character, as discussed in the following section.



ALIGNED PROJECTS AND PLANNING EFFORTS

Planning for the study area has been ongoing for almost 40-years. Most recently, there have been numerous planning efforts and projects that will help inform the larger vision for the site.



1. Willamette Falls Inter-Tribal Public Access Project (Ongoing)
2. Willamette Falls Locks Seismic Upgrade (2023)
3. Oregon City-West Linn Pedestrian-Bicycle Bridge Concept Plan (2023)
4. Willamette Falls Drive Concept Plan (2021)
5. tumwata village vision - Confederated Tribes of Grand Ronde (2021)
6. Willamette Falls Portage Trail Concept Study (2019)
7. West Linn Mill Site & Willamette Falls Tour Feasibility Study (2019)
8. PGE West Linn Waterfront Redevelopment Study (2019)
9. West Linn Upland Site Development Work Session (2019)
10. West Linn Master Plan for Parks, Recreation, and Open Space (2019)
11. West Linn Comprehensive Plan (2017)
12. West Linn Transportation System Plan (2016)
13. West Linn Waterfront Project Assessment and Roadmap (2016)
14. Blue Heron Aerated Stabilization Sludge Management Project (2015)
15. Arch Bridge Concept Plan (2014)
16. Comprehensive Trails Master Plan (2013)
17. Willamette Falls State Heritage Area

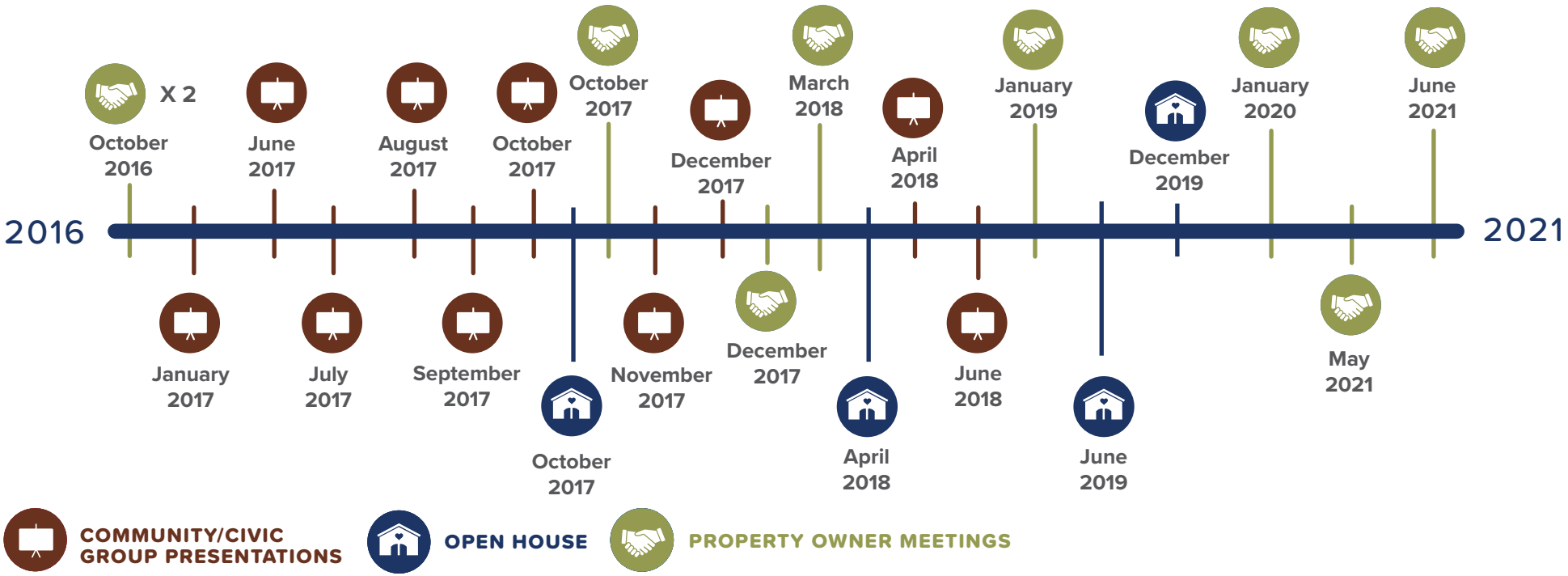
ENGAGEMENT

This Vision Plan builds on decades of thoughtful work conducted by City staff and the community to reimagine the Waterfront.

Planning conducted between 1986 and 2016 included several neighborhood and redevelopment plans within and nearby the project area. These were used by City staff to develop a set of preliminary guiding principles that were taken out to the public as part of the City's 2016 and 2021 engagement with the community.

Considerable community engagement – including open houses, community group presentations, and property owner meetings – resulted in refinements to the guiding principles and the preliminary identification of land uses and amenities that the community would like to see on the Waterfront. Out of the process, the City also developed a concept plan for Willamette Falls Drive that was adopted into the City's Transportation System Plan. Some of the key stakeholders and property owners have also conducted and are continuing to conduct their own planning to understand how they can best realize the potential for the Waterfront.

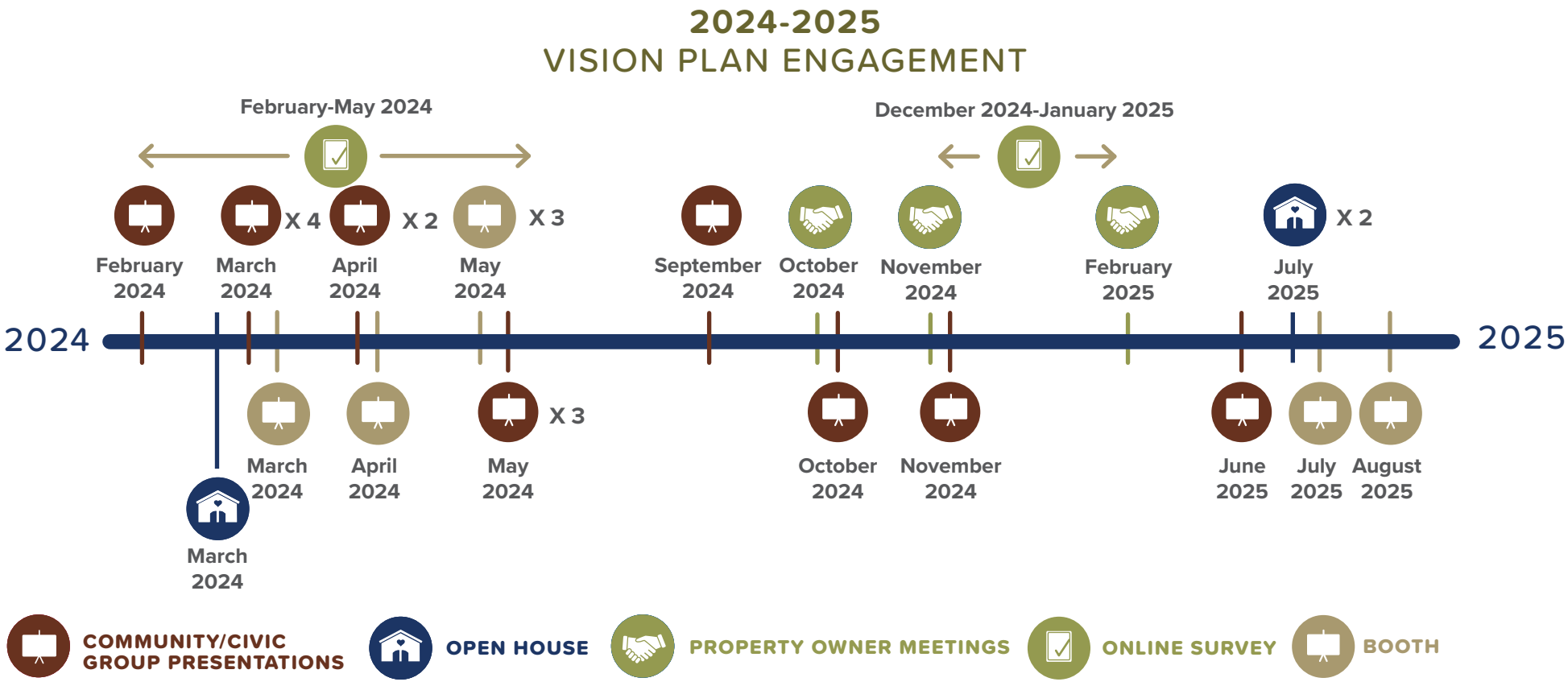
2016–2021
PRELIMINARY ENGAGEMENT



The launch of this Vision Plan led to the City's most recent 2024/2025 engagement efforts which obtained input on the Draft Vision Plan and confirmed the planning framework for each district. The input received was used to revise the final Vision Plan and will inform future phases of implementation including zoning, land use, transportation, and code development.

Public engagement included both virtual and in-person activities. Virtual engagement was facilitated through a project website, online surveys, an interested parties sign-up link, social media, city newsletters, and a comment form. In-person engagement included a public open house, presentations to community organizations, and tabling events. Future community engagement will continue to provide opportunities for partners and the public to comment on the next stages of implementation.

For more information on the key outcomes and findings from recent engagement efforts, see Appendix A.





GUIDING PRINCIPLES

Four guiding principles were developed from extensive public consultation. These represent the community's priorities for the West Linn Waterfront and were used to shape the design concepts presented in this Vision Plan.

REINVESTMENT OPPORTUNITIES

The area will maintain its long history as a working waterfront, while creating opportunities for reinvestment in the historic heart of the community.

KEY ELEMENTS

- Provide opportunities for reinvestment in the three planning districts.
- Accommodate access, parking, and security for Moore's Island and electric utility sites.
- Land use decisions support community vision and market principles.
- Set expectations and parameters through zoning and design guidelines.
- Encourage and enable private sector investment to build high quality places.
- Reuse of Historic City Hall as a gateway to the Waterfront area.
- Encourage rehabilitation and reuse of historic structures.
- Public and private owners work together on timing of land use transitions.

TRANSPORTATION IMPROVEMENTS

Through public and private investment, the Waterfront will safely accommodate pedestrians, bicyclists, motorists, and truck traffic through improved facilities and turning movements, while reducing conflicts and supporting land uses.

KEY ELEMENTS

- Coordinate land use, development, and transportation infrastructure needs.
- Livability and accessibility of nearby neighborhoods.
- Preserve access as needed to support commercial and power generation activities.
- Leverage public funds with private investment for safety and capacity improvements.
- Improved local access through the area.
- Creative solutions for multi-modal improvements including future consideration of regional transit corridors and river transportation.

RIVER ACCESS

The community and visitors will have enhanced visual and physical opportunities to enjoy the river and falls through trails, open spaces both natural and within the built environment, and aquatic recreation.

KEY ELEMENTS

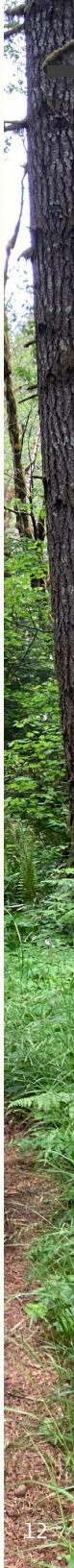
- Public and private spaces woven together in a singular experience.
- Views of the Willamette River and Falls.
- Water quality and fish habitat protections.
- Continuous trail network.
- Physical access to the river's edge.
- Opportunities created by the reopening of the locks to river transportation.

HISTORIC CHARACTER

The community and visitors will experience a revitalized and vibrant waterfront, while experiencing and celebrating the working and historic industrial uses and important natural, historic, and cultural resources of the area.

KEY ELEMENTS

- Natural, historic, and cultural values are protected and embraced.
- Honor Native American Treaties and restore and respect Indigenous traditions along the Willamette River and Falls.
- Collaboration with other regional, state, and local efforts to recognize the history and heritage of the site.
- Collaboration with Willamette Falls Locks Authority to repair and reopen the Locks.
- Support business viability and vitality.
- Maximize economic connections to the Willamette Historic District.





02

Planning Framework

TOWARDS A PLANNING FRAMEWORK

The Planning Framework serves as a blueprint to safeguard natural and cultural resources while identifying ongoing work and potential new development areas along the Waterfront. It is grounded in a comprehensive physical analysis, covering floodplain areas, shoreline access and conditions, and steep slopes, among other overlays.

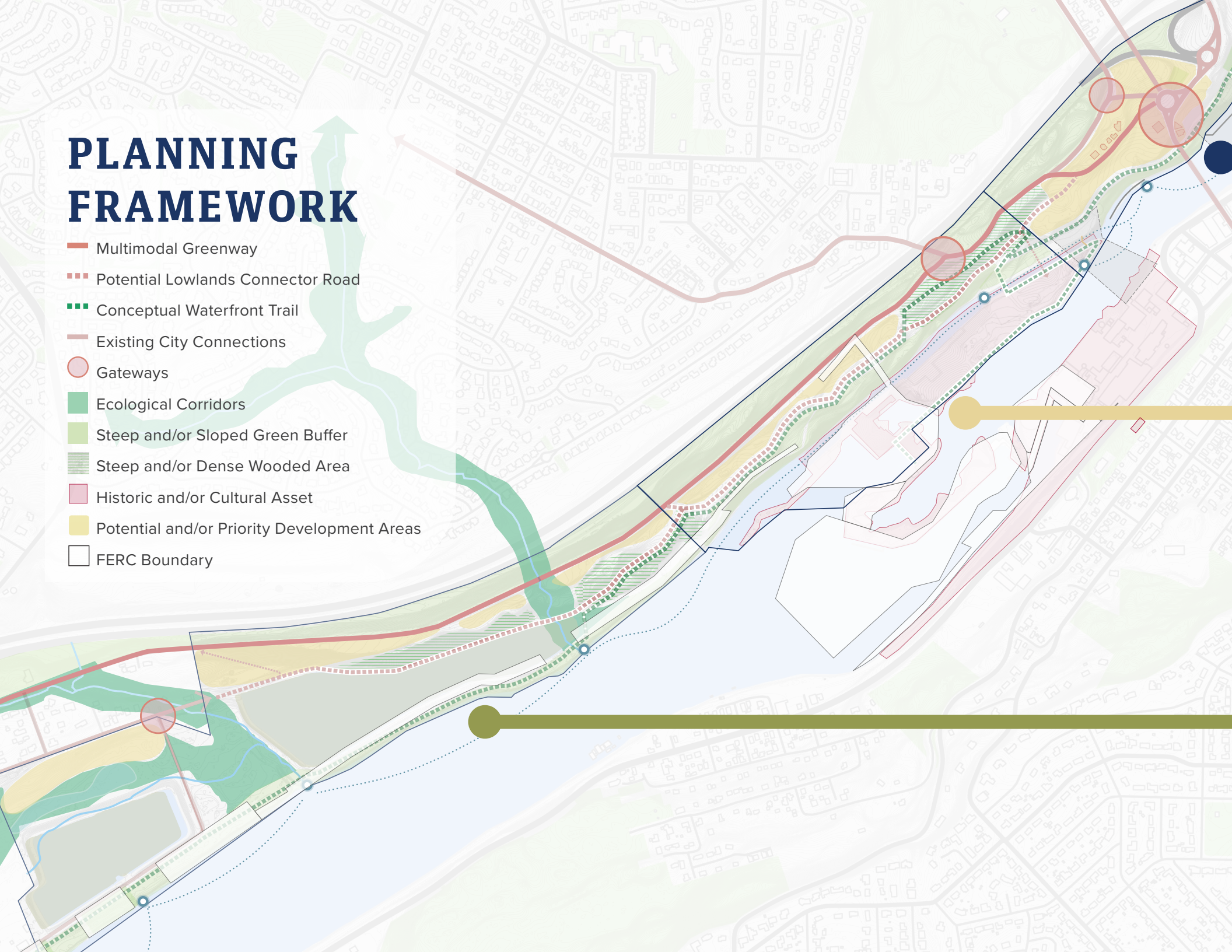
Appendix B includes a more detailed physical analysis that shaped the development of the Planning Framework.

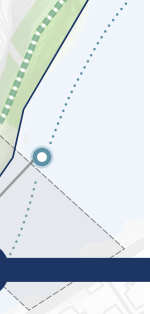
THIS FRAMEWORK PLACES THE NATURAL AND CULTURAL ASSETS OF THE SITE AT ITS CORE.





PLANNING FRAMEWORK





KEY PLANNING ISSUES

Historic City Hall District:

- Highest elevation with terraced views of the river, falls, and larger region.
- Location of Historic City Hall and other historically designated buildings.
- Most connected area with key entrances to the riverfront and connections to the Arch Bridge, I-205, and the Bolton and Sunset Neighborhoods.
- Location of bike/pedestrian bridge alignments studied by ODOT.
- Existing structures are a mix of commercial and single-family residential.
- Existing waterfront access with public fishing docks and a private boat dock.
- River access is available via steep slopes south of the bridge.
- West Bridge Park is on the north edge of the district and includes paths which lead to an accessible river edge.
- This area experiences traffic congestion. Changes will need to consider impacts to I-205 and Arch Bridge traffic to/from Oregon City.

Cultural Heritage District:

- Steep slopes up from the river leveling out in several places on the upper bench closer to Willamette Falls Drive.
- Significant potential for site adaptation to commemorate the industrial heritage of Moore's Island.
- PGE will continue operating its hydroelectric plant through its current license and will seek relicensing in 2035.
- Provides the closest access and best views of Willamette Falls.
- Culturally significant site for a number of Indigenous Tribes.
- Potential to align with development and programming on the east side of the river.
- Shoreline adjacent to the locks has limited accessibility to the water.
- Potential connections to bike/pedestrian bridge alignments studied by ODOT.
- Federal Energy Regulatory Commission (FERC) boundary protects power generating resources and public safety. Public access changes require FERC and stakeholder approval.

Pond District:

- Lowest elevation and significant portions of the site are in the floodplain.
- Relatively flat compared to other districts.
- Shoreline is easily reachable, with soft edges, generally gradual slopes.
- Location of two ecological corridors and creeks.
- Includes two settling ponds that would need remediation or other protective measures to convert to other uses.
- Provides closest views of the river at the lowest elevation.
- District has limited access and entry points and the existing street network is narrow and lacking sidewalks in many places.
- Current industrial zoning is inconsistent with the local neighborhood and environmental resources.
- Significant funding would be required for property purchase and ecological restoration of settling ponds.

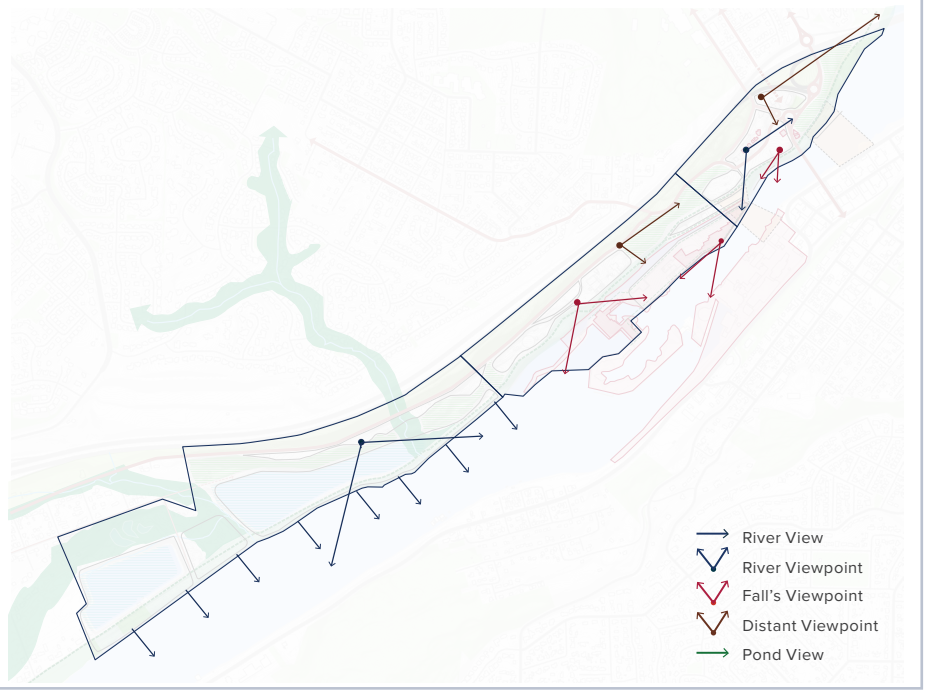
DESIGN PRINCIPLES

Aligned with the Planning Framework, the Design Principles aim to ensure design integrity and consistency throughout the development of the Waterfront. The Design Principles should inform design and planning decisions for the Waterfront and be used to evaluate the degree to which any future development proposal is consistent with Vision Plan.

These Design Principles build on the Vision Plan's Guiding Principles of Reinvestment Opportunities, Transportation Improvements, River Access, and Historic Character.

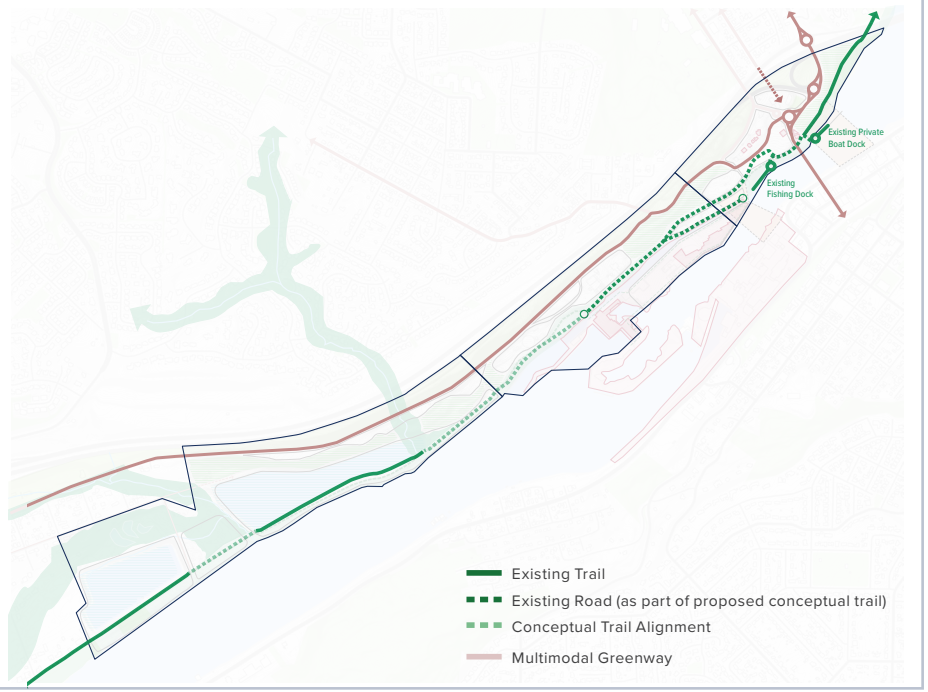
Placemaking and Form

- Ensure that public space appears public (this applies to streets, trails, and public spaces throughout).
- Preserve important sightlines to the river and falls and position new development and open spaces to maximize views. Establish clear gateways to create a sense of arrival and identity of a district or special place.
- Plan for a series of connected pathways and public open spaces that celebrate each district while connecting the Waterfront as a whole.
- Plan for new development on either side of Waterfront streets to be similar or complementary in design, function, and scale.



Mobility and Access

- Leverage the Willamette Falls Multimodal Greenway and the Waterfront Trail as the two primary circulation spines of the site upon which to build a larger circulation plan.
- Ensure the future street network allows access to critical functions and addresses regional and local traffic concerns.
- Establish shoreline access as integral to the overall circulation network.
- Utilize the opportunities created by the locks being reopened to allow travel up- and downstream of the falls.
- Provide transportation infrastructure that supports land use changes and development.



Environmental Stewardship

- Ensure resiliency with land uses that can withstand flooding and are appropriate within the 100-year flood plain.
- Design with topography to guide a strategy toward built form and avoid building in extremely steep areas.
- Safeguard natural and sensitive areas through wetland, habitat, and shoreline restoration and the reuse of materials where possible.
- Leverage the area between the trail and shoreline as a natural buffer zone to serve as a protective barrier and preserve ecological diversity.
- Balance development with opportunities to restore natural areas and wildlife habitat.





03

Market Analysis

MARKET ANALYSIS (DISTRICT WIDE)

This analysis includes an assessment of the feasibility of various land uses given the current and near-term market conditions of West Linn, the surrounding area, and other Waterfront sites. Site considerations also inform the feasibility of land uses and are factored into the broader analysis.

AN ASSESSMENT OF THE FEASIBILITY OF PROGRAMMING ELEMENTS GIVEN THE CURRENT AND NEAR-TERM MARKET CONDITIONS.

HOUSING

Opportunities:

Multifamily housing is in high demand throughout the Portland Metro Area, including Clackamas County.

While Lake Oswego and Oregon City have built housing recently, West Linn has not seen new multifamily housing construction over the past decade, indicating unmet demand.

As the region's population continues to age, and older homeowners increasingly choose to downsize, there is an expectation of increased demand for senior housing. The Waterfront could be an ideal location for senior condos or apartments, care facilities, or multigenerational housing opportunities.

Rental vacancies are relatively low.

While floodplain challenges may not make parts of the Waterfront ideal for housing, housing combined with ground floor retail or parking in floodplain areas is likely feasible.

Though current high interest rates have suppressed construction in the entire housing market, multi-family housing is likely to remain a desirable development type as interest rates ease.

Unique location and views are a potential draw for tenants.

Challenges:

Construction of housing would have to be balanced with maintaining public access to the river as well as preserving valuable riparian and wetland habitats.

Access and lack of connectivity is a challenge/deterrent for potential tenants.

Financing affordable housing on land with substantial development expenses may be challenging.

RETAIL

Opportunities:

Small-format retail, such as restaurants or recreation-based businesses, that accentuate the site's natural and place-based features, such as riverfront and waterfall views, are likely feasible.

Public-facing light industrial that incorporates retail, such as a brew pub and restaurant that contains its brewery operations on-site, are likely feasible.

Annual rent per square foot in the Lake Oswego-West Linn submarket is significantly higher than the Portland Metro Area overall, and is expected to continue rising.

Other destination retail that could be feasible on-site are outdoor amphitheaters or other event venues.

The Waterfront is a destination location with the potential to bring a wide variety of visitors. Despite the lack of connectivity with other retail centers in the area, the Waterfront has potential to become a unique retail destination through experiential, multi-tenant offerings.

Challenges:

Retail is likely to be most feasible in conjunction with another use rather than as a standalone.

Retail is out of favor with the popularity of e-commerce and there is a lack of connectivity with other retail centers in West Linn.



Lake Oswego, OR - Windward, Multifamily + Ground Floor Retail



Hood River, OR - Pfriem Family Brewers

OFFICE

Opportunities:

Rent in the Lake Oswego-West Linn submarket is above the Portland Metro Area average and appears to have recovered since 2020.

Challenges:

Due to the COVID-19 evolution of work-from-home, new office construction is not likely within the next 5-10 years.

Rent is expected to flatten over the next few years.

INDUSTRIAL

Opportunities:

Light industrial (like breweries, wineries, distilleries, and coffee roasters) and/or maker space could add jobs while being compatible with other waterfront uses.

The vacancy rate is extremely low and is expected to stay low in the near term.

Rents have been growing substantially both in the market and submarket.

Improvements to connectivity with I-205.

Challenges:

Industrial may not be compatible with plans to bring people back to the river as a natural area.

Increased truck traffic could be a challenge given the constrained and steep street network.

Conventional industrial uses are not advisable due to the need for access through residential areas and the presence of steep streets.

CIVIC/INSTITUTIONAL

Opportunities:

Civic amenities like green space, parks, waterfront access, and event space can help strengthen community and catalyze commercial development.

Civic spaces that host events, festivals, and recreational activities can increase foot traffic and benefit new local businesses.

Developer requirements, incorporating offsite enhancements, have the potential to finance the creation of new civic spaces and public facilities.

Anchor tenants such as large trusts may be interested in financing the construction of larger civic spaces.

Challenges:

ADA access and integration into the larger site will be challenging given steep slopes and limited existing access. A collection of smaller civic and green spaces may be appropriate given steep topography and access issues.

HOSPITALITY

Opportunities:

Destination or experience-based hotel could be a major draw to the Waterfront.

With the potential for the Waterfront to develop into a premier destination, the feasibility will increase for boutique hospitality offerings with the possibility of a small-scale event venue that takes advantage of the unique waterfront location.

Travelers seek authentic, locally immersive experiences. Alternative lodging options that are combined with other experiential uses such as the Falls, natural areas, cultural attractions, a main street, concert venue or similar amenities may be feasible.

Easy access to I-205 helps to serve the area as a destination.

Challenges:

Many consumers seek unique and personalized experiences that may not be offered by traditional hotels.

Hospitality occupancy and average daily rates (ADR) are low in West Linn's surrounding areas.

The lack of a sizable business travel sector in the submarket makes traditional hotel difficult.



Vancouver, WA - Waterfront Park





04

District Planning

DISTRICT PLANNING APPROACH

Planning for each Waterfront District adopted a three-fold approach: the overlay of the Planning Framework and Design Principles, a market analysis that aligns development goals with economic viability, and integration of community identified interests and property owner considerations. This strategy is instrumental in identifying each district's overarching identity and character, laying the groundwork for land-use and program decisions.

Planning Framework + Design Principles

A comprehensive roadmap that defines site-wide opportunities while providing an understanding of the planning issues specific to each district.

+

Market Analysis

An assessment of the feasibility of programming elements and land uses given the current and near-term market conditions of West Linn.

+

Community Feedback

Identification of desired land uses and amenities for the Waterfront, based on public engagement from 2016-19 and feedback on the Draft Vision Plan in Spring 2024. Outreach was also conducted to major property owners to seek feedback on development and program opportunities and challenges on their sites.

=

DISTRICT APPROACH

A thorough understanding of the district's identity and character form the basis for context-sensitive planning and land-uses.

IDENTITY + CHARACTER

The unique qualities, attributes, and cultural significance of a district distinguishes it from other locations. These elements are essential in shaping how residents, visitors, and stakeholders perceive and connect with the place.

LAND USE FOCUS

Aligning the types of activities, developments, and amenities with the unique characteristics, needs, and aspirations of the district.

POTENTIAL PROGRAMS

Proposed programs align with the district's identity and land use focus while meeting community needs and contributing positively to the overall vision for the Waterfront.



HISTORIC CITY HALL DISTRICT

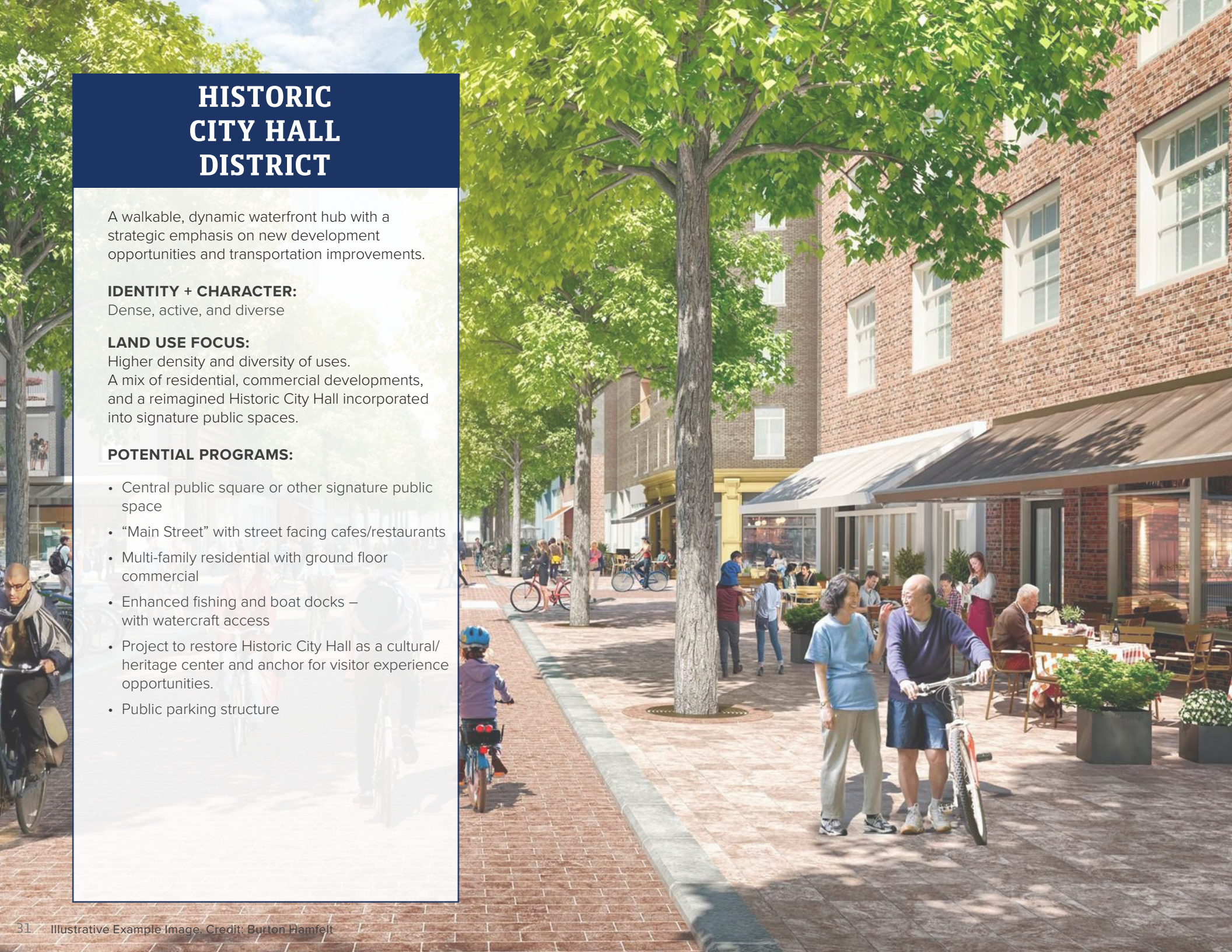
A walkable, dynamic waterfront hub with a strategic emphasis on new development opportunities and transportation improvements.

IDENTITY + CHARACTER:
Dense, active, and diverse

LAND USE FOCUS:
Higher density and diversity of uses.
A mix of residential, commercial developments, and a reimagined Historic City Hall incorporated into signature public spaces.

POTENTIAL PROGRAMS:

- Central public square or other signature public space
- “Main Street” with street facing cafes/restaurants
- Multi-family residential with ground floor commercial
- Enhanced fishing and boat docks – with watercraft access
- Project to restore Historic City Hall as a cultural/ heritage center and anchor for visitor experience opportunities.
- Public parking structure



Illustrative Example Image. Credit: Burton Hamfelt

Framework Plan



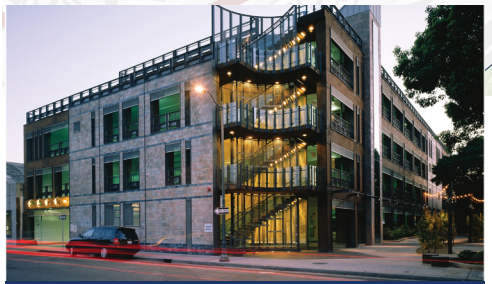
Public Square / Plaza for Civic Gathering



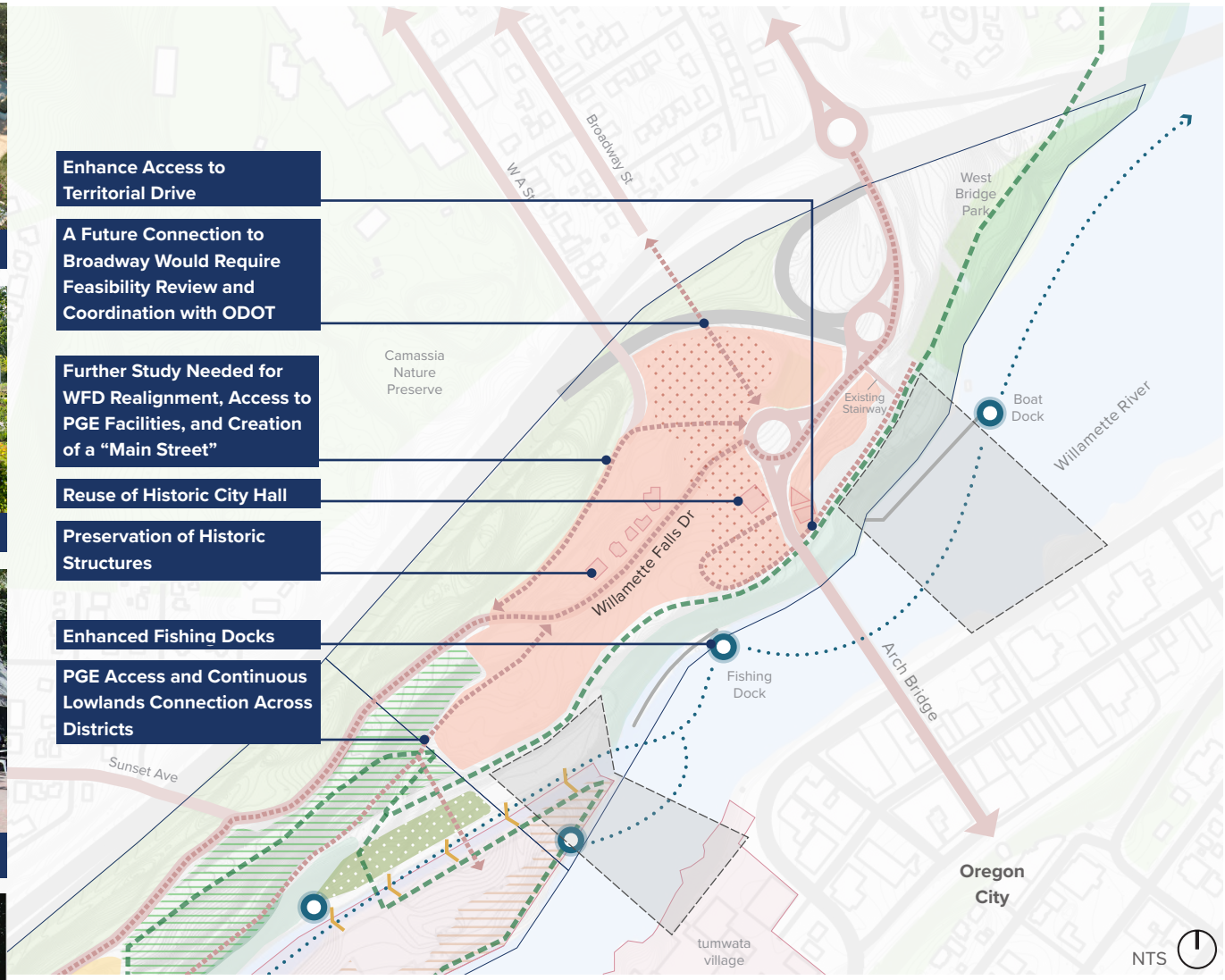
Active Trail Edges



"Main Street" with Street Facing Retail



Public Parking Structure



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Proposed programs and circulation ideas are conceptual and will require further study and coordination with property owners. Zoning changes may be required to allow for proposed programs / compatible uses.

CULTURAL HERITAGE DISTRICT

Centered on the Falls, this district focuses on elevating Indigenous culture and celebration of the area's industrial heritage.

IDENTITY + CHARACTER:
Iconic and history-focused

LAND USE FOCUS:
Medium to high density and diversity of uses. The Willamette Falls Inter-Tribal Public Access Project could provide an attraction for this district. Increased access and creative development techniques could unlock mixed use and light industrial uses on the island, terraced along the lowlands slopes, and on the uplands.

POTENTIAL PROGRAMS:

- Inter-Tribal Public Access Project and associated Tribal specific spaces
- Site adaptation for a public market, light industrial, and/or event spaces
- Partner with property owners to identify key historic sites and structures and encourage rehabilitation and reuse
- Restored locks will allow boat movement upstream and downstream and unprecedented access to the Falls
- Potential bike/ped bridge from Historic City Hall District to Moore's Island to tumwata village
- Trails with viewing platforms to the river and falls
- Multi-family residential terracing the lowlands slope and in the uplands area
- Mix of field and structured parking

Rendering of Willamette Falls Trust and Inter-Tribal Public Access Project. Credit: Willamette Falls Trust

Framework Plan



Tribal Specific Spaces



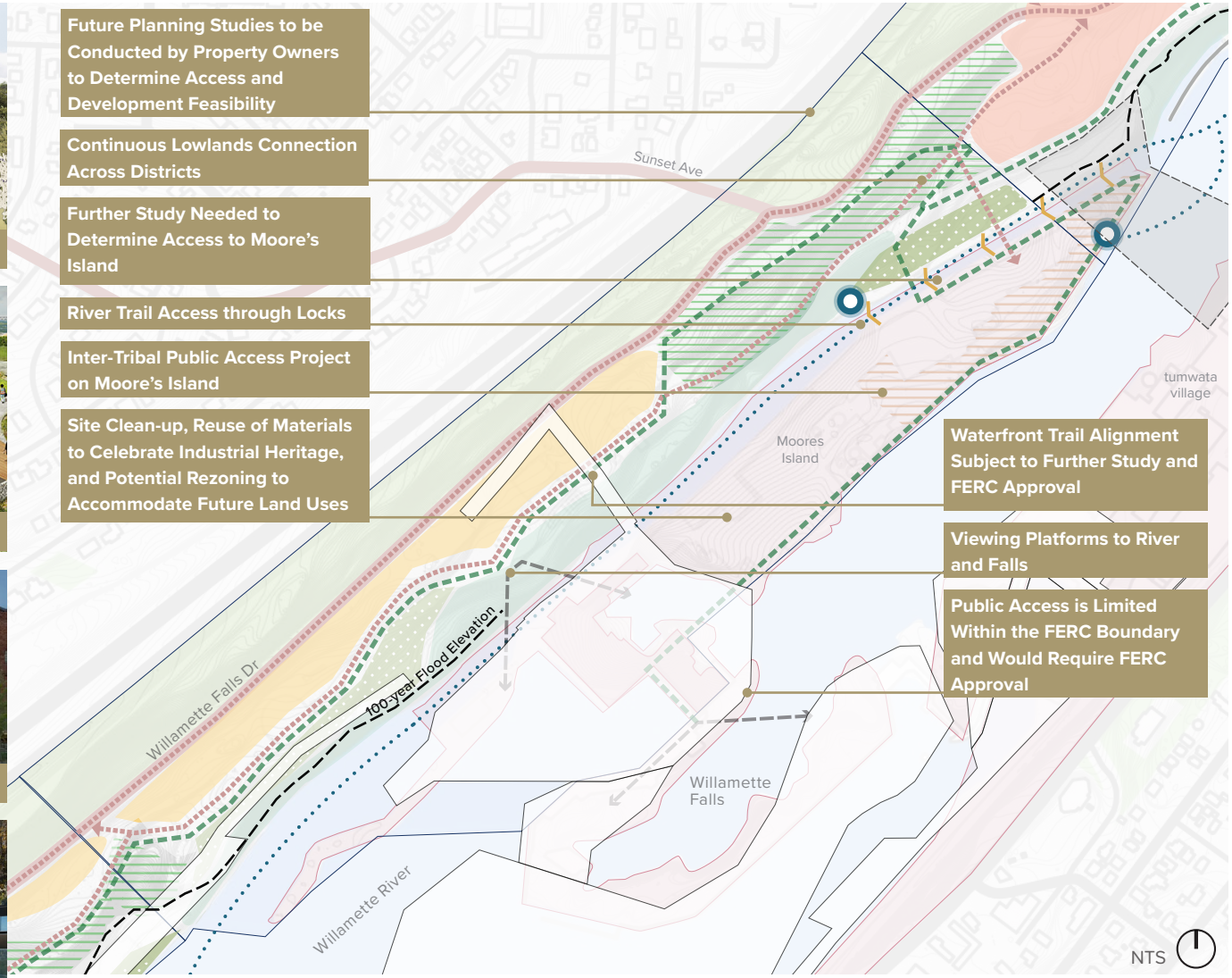
Trails with Viewing Platforms



Market / Maker Spaces



Terraced, Muti-Family Residential



**The Federal Energy Regulatory Commission (FERC) sets a boundary to secure the power production functions of the T.W. Sullivan hydroelectric plant. There are restrictions on the access and uses allowed within the FERC boundary. Low-impact projects, such as trails, streets, and public access to the shoreline, may be acceptable; however, a more detailed assessment in consultation with FERC and PGE will be required.*
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POND DISTRICT

The Pond District, with its lower elevation, easily reachable shoreline, and natural aquatic environments, will emphasize river access and the preservation of natural areas.

IDENTITY + CHARACTER:
Eco and community-focused

LAND USE FOCUS:
Lower intensity of uses. Preservation and rehabilitation of natural areas with development that is appropriately scaled to the adjacent neighborhood and natural resources. Collaborate with property owners to identify opportunities for ecological restoration alongside new development.

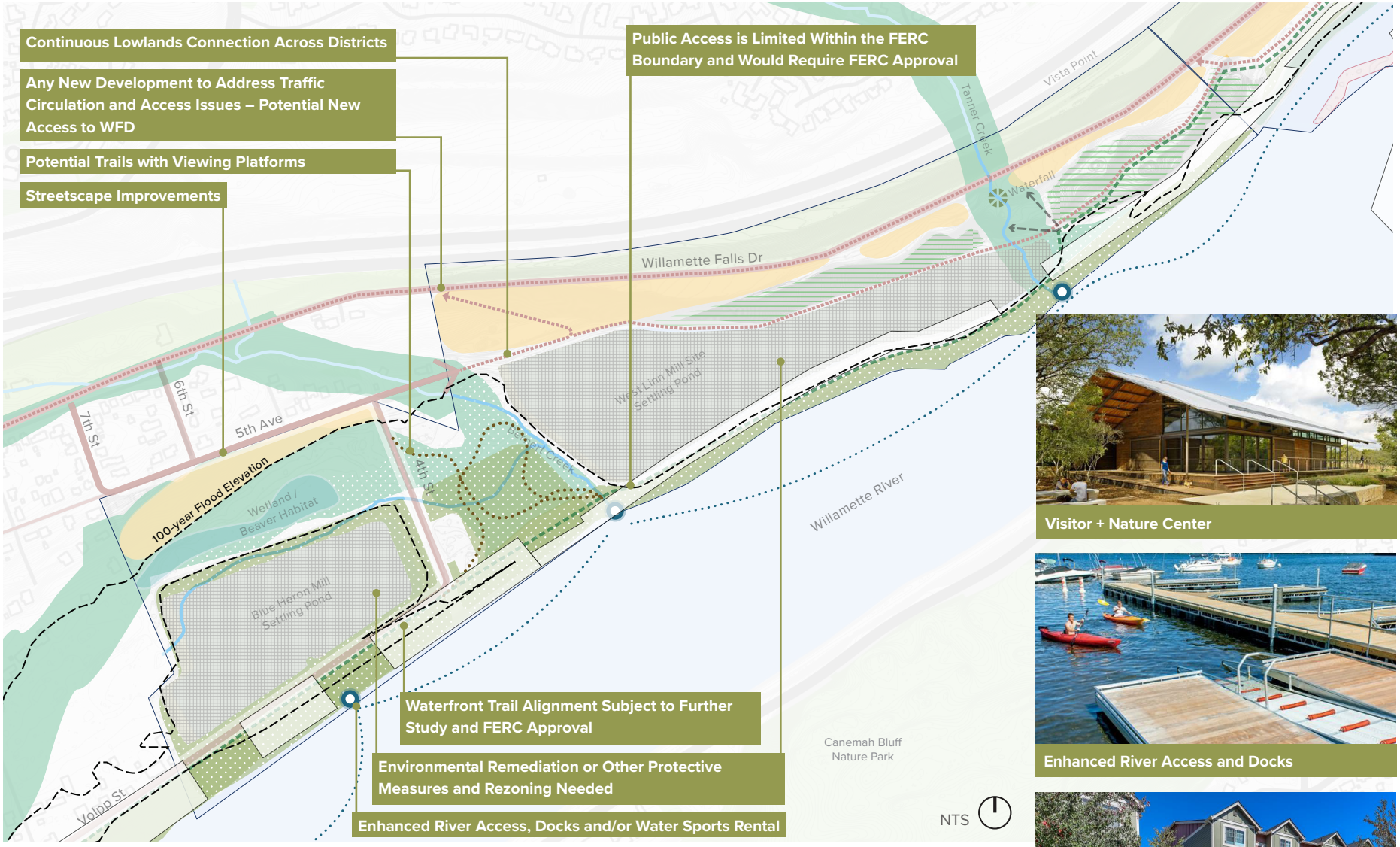
POTENTIAL PROGRAMS:

- Wetlands restoration
- Wetland trails
- Visitor or Nature Center
- Enhanced access to the river for paddling, swimming, fishing (low intensity)
- Single family or townhomes on far northwest end of the district
- Permeable surface/field parking
- Collaborate with property owners to identify opportunities for ecological restoration alongside new development
- Remediation or other protective measures and rezoning of ponds for non-industrial uses



 Illustrative Example Image. Credit: MVVA Detroit Riverfront Park

Framework Plan



Visitor + Nature Center

Enhanced River Access and Docks



Medium Density Residential

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HOUSING DENSITY + PARKING

To better understand the potential for new residential development along the Waterfront, the following pages outline a range of options categorized by dwelling units per acre, a key metric for assessing residential density and corresponding housing typology options or configurations. This spectrum spans from lower-density, single-family options to higher-density, mixed-use or multi-family structures. The examples presented offer visual representations to illustrate how new residential development can align with the character, land use priorities, and potential programming within each Waterfront District.

The City should allow a variety of housing types to encourage affordability across income ranges and use targeted infrastructure investments, incentives, and expedited permitting to support development.

The City of West Linn undertook a process to update it's parking policies to conform with the State's Climate Friendly and Equitable Communities (CFEC) requirements. The code amendments removed minimum parking mandates, maintained maximum parking numbers, and updated parking lot design standards. This will allow more flexible and efficient parking strategies in the Waterfront including allowing the market to drive parking demand.

<10 UNITS PER NET ACRE

Typologies with densities below 10 units per acre result in an inefficient use of land, given the cost of development and are **likely not appropriate for the Waterfront**. These developments often require large areas of surface parking.



2124 Eleanor Road
Detached Single Family

City: West Linn
State: OR
Units: 1
Year Built: U/C (2025)
Acres: 0.17
Du/acre: 6
Construction: Wood Frame
Stories: 2



19th and Graf Apartment Homes
Low-Rise Garden Apartments

City: Bozeman
State: MT
Units: 195
Year Built: 2023
Acres: 26.30
Du/acre: 7
Construction: Wood Frame
Stories: 3



Greenwood Avenue Cottages
Cottage Cluster

City: Shoreline
State: WA
Units: 8
Year Built: 2001
Acres: 0.78
Du/acre: 10
Construction: Wood Frame
Stories: 2

10-30 UNITS PER ACRE

Housing densities and typologies that can accommodate between 10-30 units per acre are well-suited for the **Pond District** and balance an efficient layout with the preservation of a strong residential character. Garage, tuck-under, and clustered surface parking are common for these development types.



Minnehaha Meadows
Low-Rise Townhomes

City: Vancouver
State: WA
Units: 49
Year Built: 2020
Acres: 4.24
Du/acre: 12
Construction: Wood Frame
Stories: 2



Meritage at Mill Creek
Garage-Parked Townhomes

City: Mill Creek
State: WA
Units: 24
Year Built: 2009
Acres: 0.86
Du/acre: 28
Construction: Wood Frame
Stories: 3
Parking: Garage (front)
Parking Ratio: 1/unit



Canemah Cottages
Cottage Cluster

City: Oregon City
State: OR
Units: 7
Year Built: 2023
Acres: 0.46
Du/acre: 15
Construction: Wood Frame
Stories: 2

>30 UNITS PER ACRE

Housing densities and typologies that can accommodate over 30 units per acre are well-suited for the **Historic City Hall and Cultural Heritage District,** efficiently utilizing space while incorporating paired programming to support a mix of uses and residential development. Structured, tuck-under, and concealed parking courtyards may be appropriate for these development types.



Abernethy Flats
Mixed Use: Housing over Retail

City: Portland
State: OR
Units: 35
Year Built: 2019
Acres: 0.23
Du/acre: 152
Construction: Wood Frame
Stories: 4



1719 N 185th Street
Housing over Parking

City: Shoreline
State: WA
Units: 12
Year Built: 2021
Acres: 0.16
Du/acre: 75
Construction: Wood Frame
Stories: 3



SE 11th & Tenino Apartments
Low-Rise Apartments

City: Portland
State: OR
Units: 38
Year Built: 2023
Acres: 0.23
Du/acre: 165
Construction: Wood Frame
Stories: 3



WEST LINN
WATERFRONT
PROJECT

WEST LINN
WATERFRONT
PROJECT

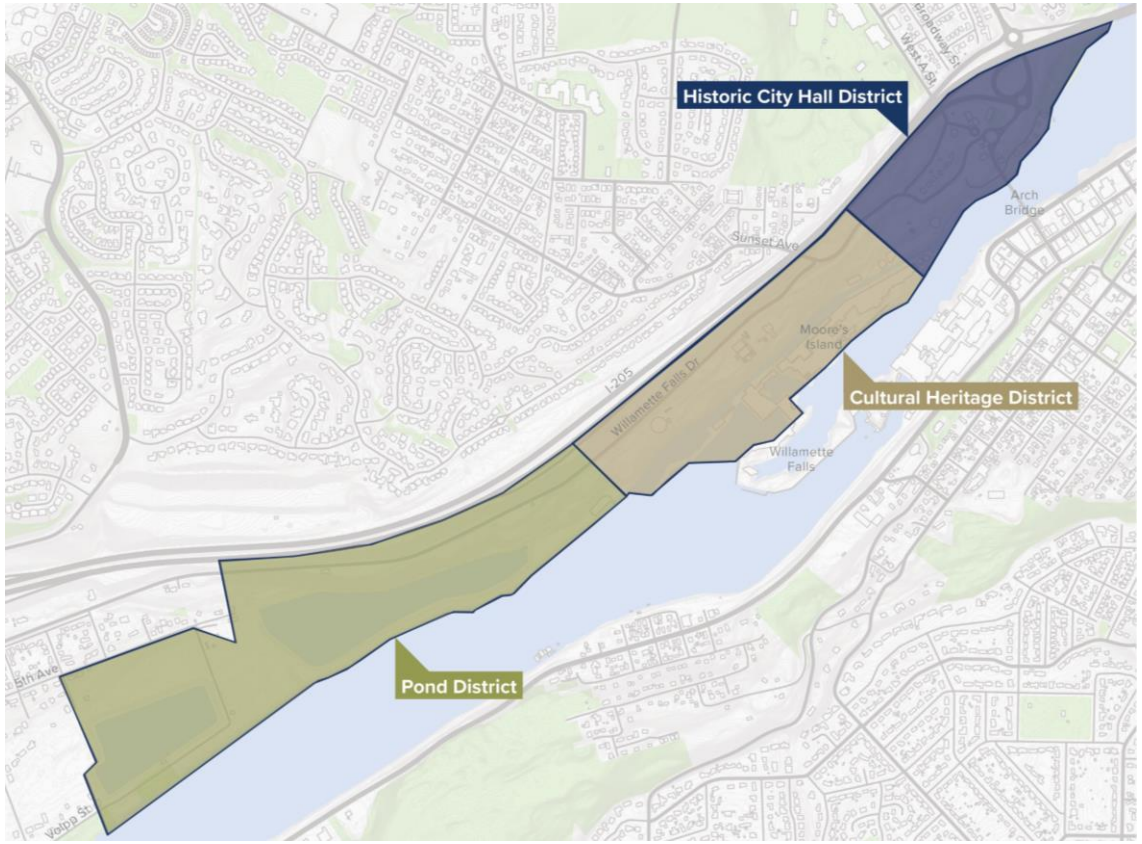
City Council Meeting

West Linn Waterfront Vision Plan

November 18, 2025

Intent

"The goal of the Vision Plan is to present an inspired and achievable framework for the transformation of West Linn's Waterfront into a vibrant place that provides new opportunities for residents and visitors to access and experience the natural beauty and cultural richness of the area."



What is in the Vision Plan?

- Community's Vision for the Future
  - New opportunities for residents and visitors
  - Key piece of economic development
  - Creation of a revitalized area with a diverse mix of land uses
  - Increased access to the river and falls
  - Recreational opportunities
  - Natural resource protection/restoration
  - Celebrate Indigenous and industrial heritage
- Goals of the Vision Plan
  - Community-driven effort
  - Property owner interests
  - Analysis of area's physical, economic, and regulatory issues



What is not in the Vision Plan?

- The Vision Plan Does Not:
  - Change the comp plan/zoning/development code (current regulations remain intact for any potential development proposals)
  - Change the TSP as future needs for WF Drive have already been adopted
  - Develop a funding plan or commit to specific investments, resource protections, or historic preservation efforts
- Next Steps:
  - Comp plan updates/zoning and code amendments
  - Vision Plan as guiding document
  - Additional community engagement efforts

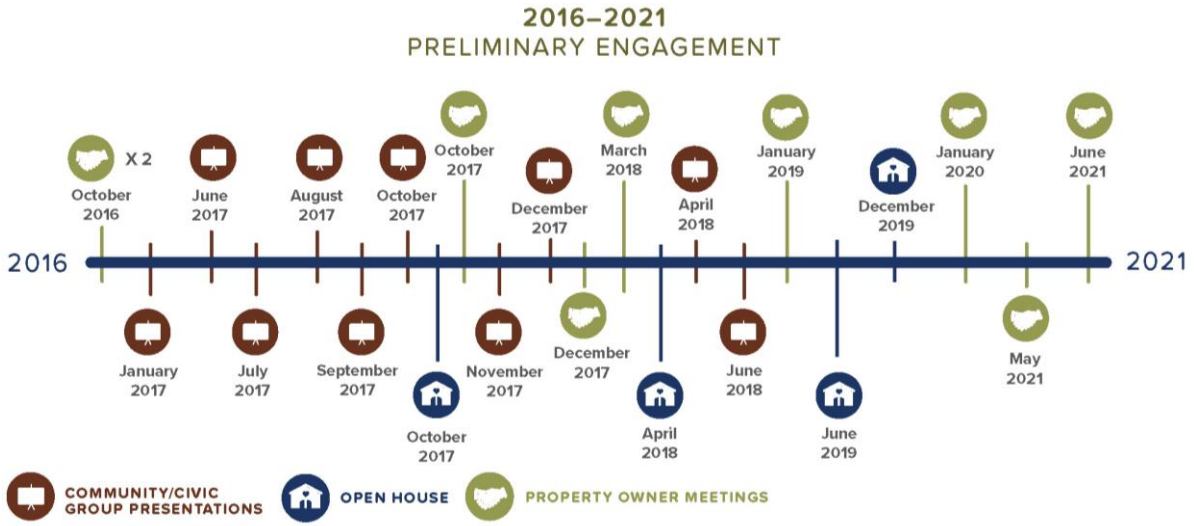


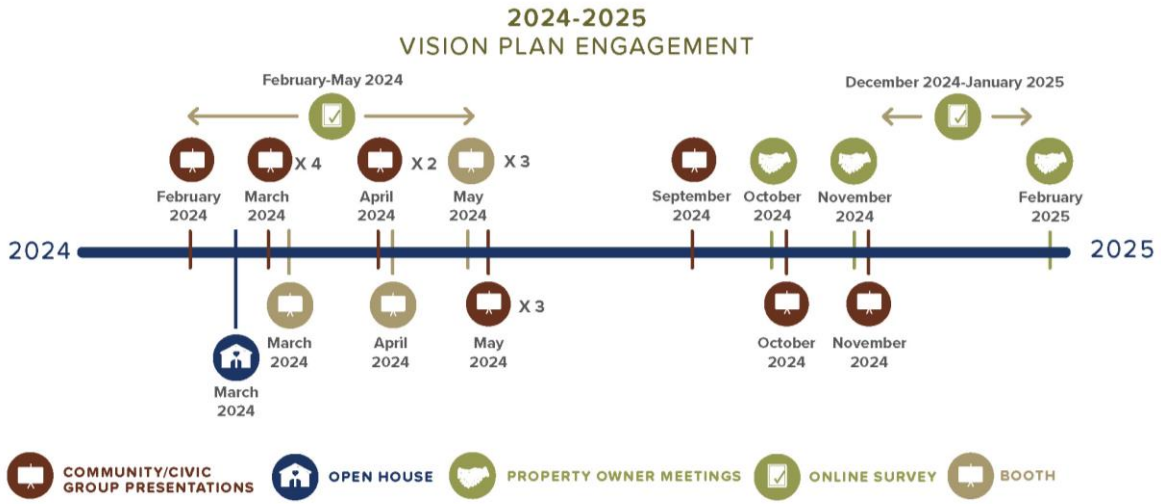
Process

- Restart of the project
- Previous outreach efforts (2016-2021):
  - Guiding principles
  - Willamette Falls Drive Concept Plan
- COVID
- Vision Plan outreach (2023-2025):
  - Community Outreach
  - Project Working Group
  - Technical Advisory Committee
  - Property Owner & Partner Coordination
  - Planning Commission
  - City Council



Community Engagement



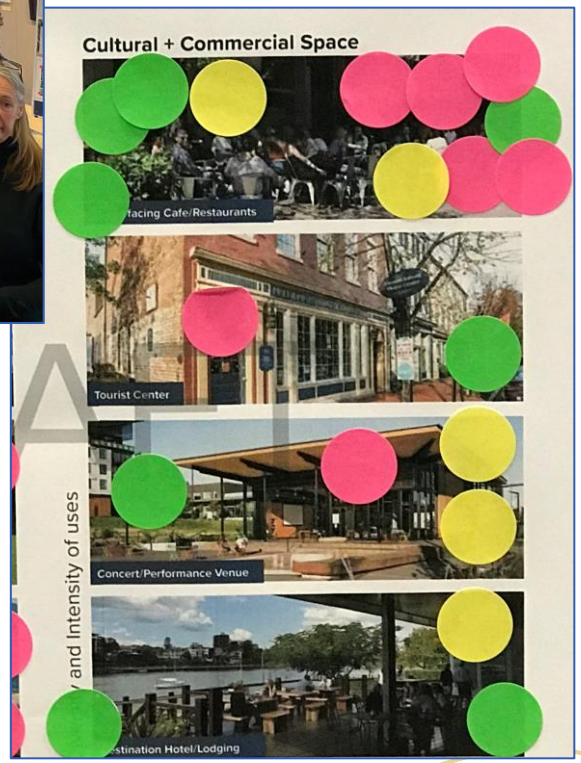


10

Engagement (2016-2019)

- Open Houses (5)
  - June 2017 (125 attendees)
  - October 2017 (50 attendees)
  - April 2018 (81 attendees)
  - May & June 2019 (250 attendees)
  - December 2019 (48 attendees)
- Property Owner Meetings (9)
- Presentations
  - Neighborhood Association visits x 9 (169 attendees)
  - Wednesday Market x 2 (51 contacts)
  - Civic Groups x 5 (160 attendees)





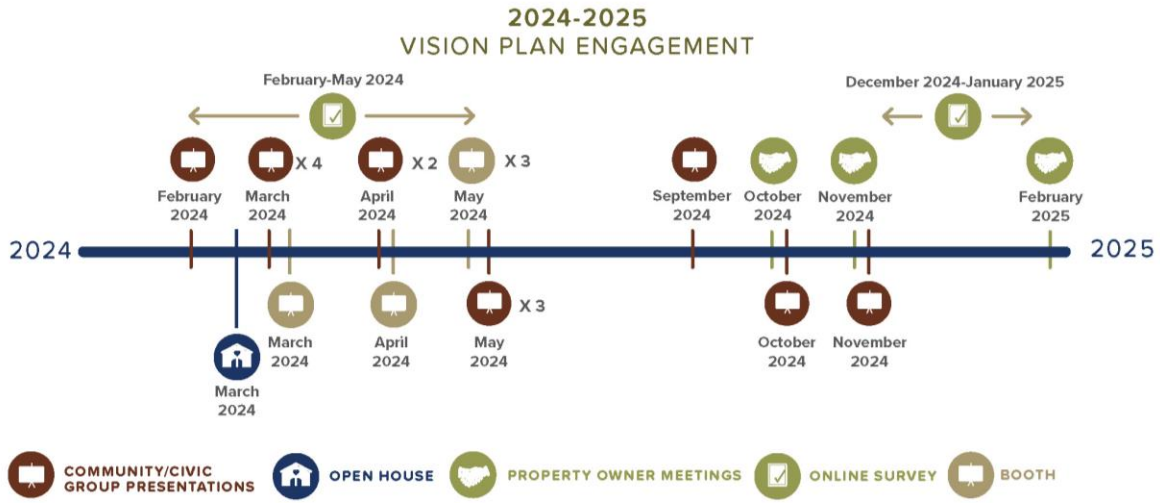
Engagement (2016-2019)

- Planning Districts:
  - Historic City Hall
  - Cultural Heritage
  - Pond District
- WLWF Guiding Principles
  - See right
- Preferred Transportation Improvements
- Preferred Land Uses



Engagement (2023-2025)

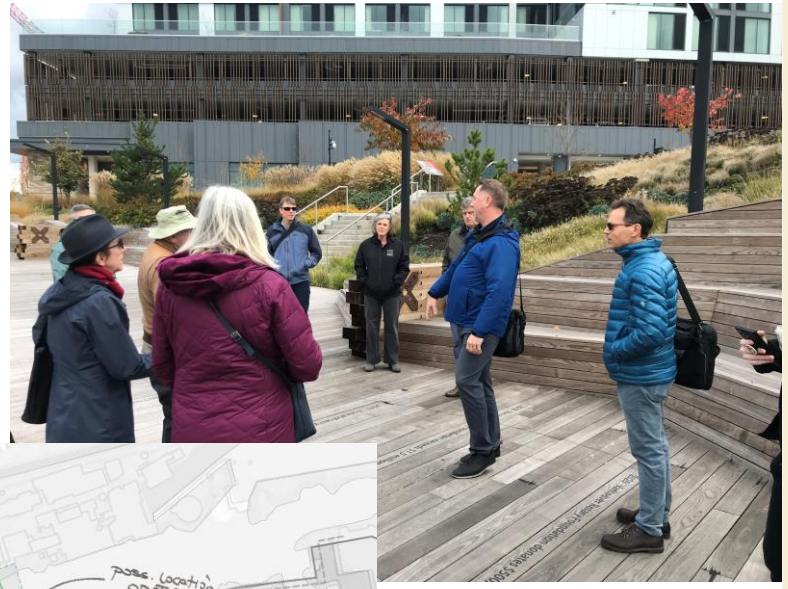
- Open Houses (2)
  - March 2024 (100+ attendees)
  - July 2025 (~40 attendees)
- Tabling Events (8+)
- Civic Group Presentations (10+)
- Online Surveys (2)
  - Feb – May 2024 (573 responses – 64% not previously engaged)
  - Dec 2024 – Jan 2025 (224 responses)
- Website
  - 3,200 Visits (Jan-June 2024)

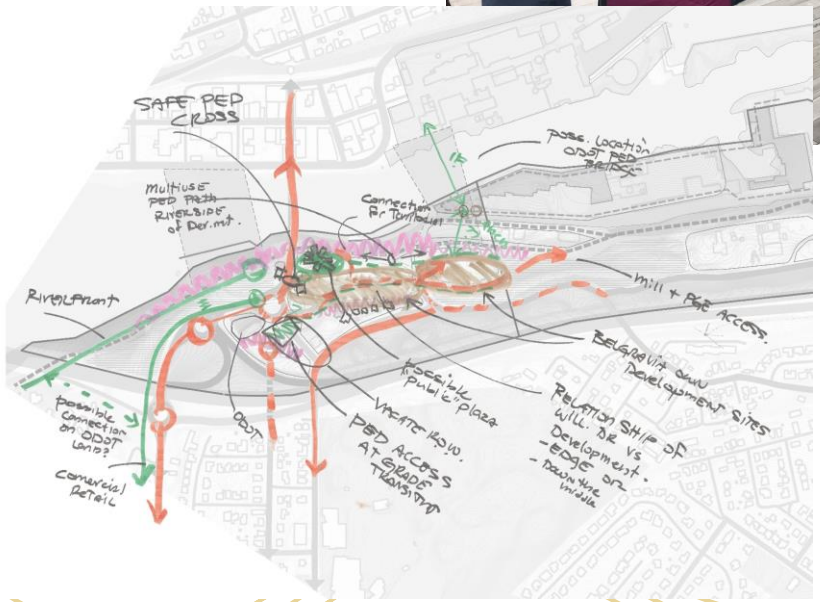


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Engagement (2023-2025)

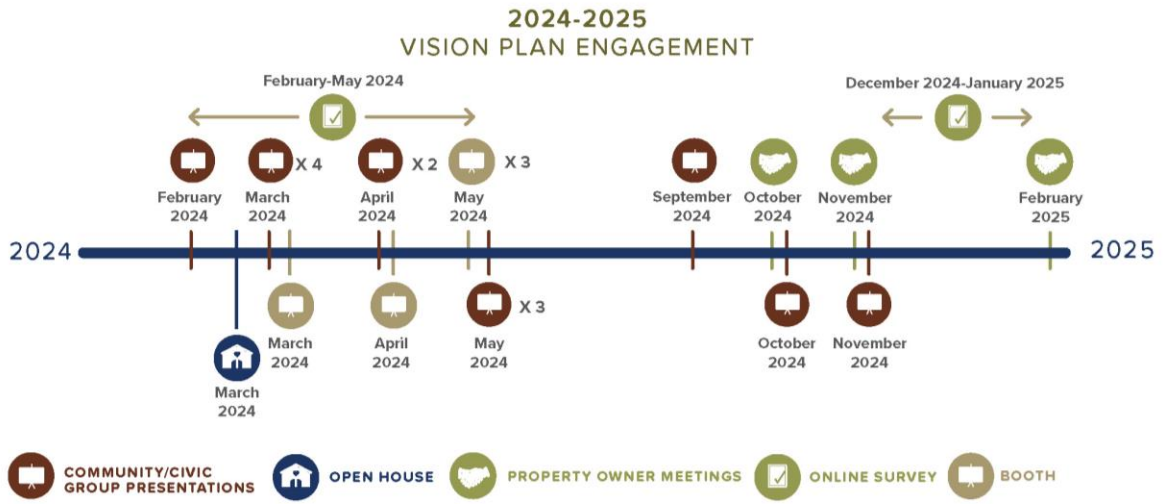
- Property Owner & Tribal Group Meetings (9)
- Project Working Group Meetings (5)
- Technical Advisory Group Meetings (2)
- Decision-Maker Briefings and Meetings





Engagement (2023-2025)

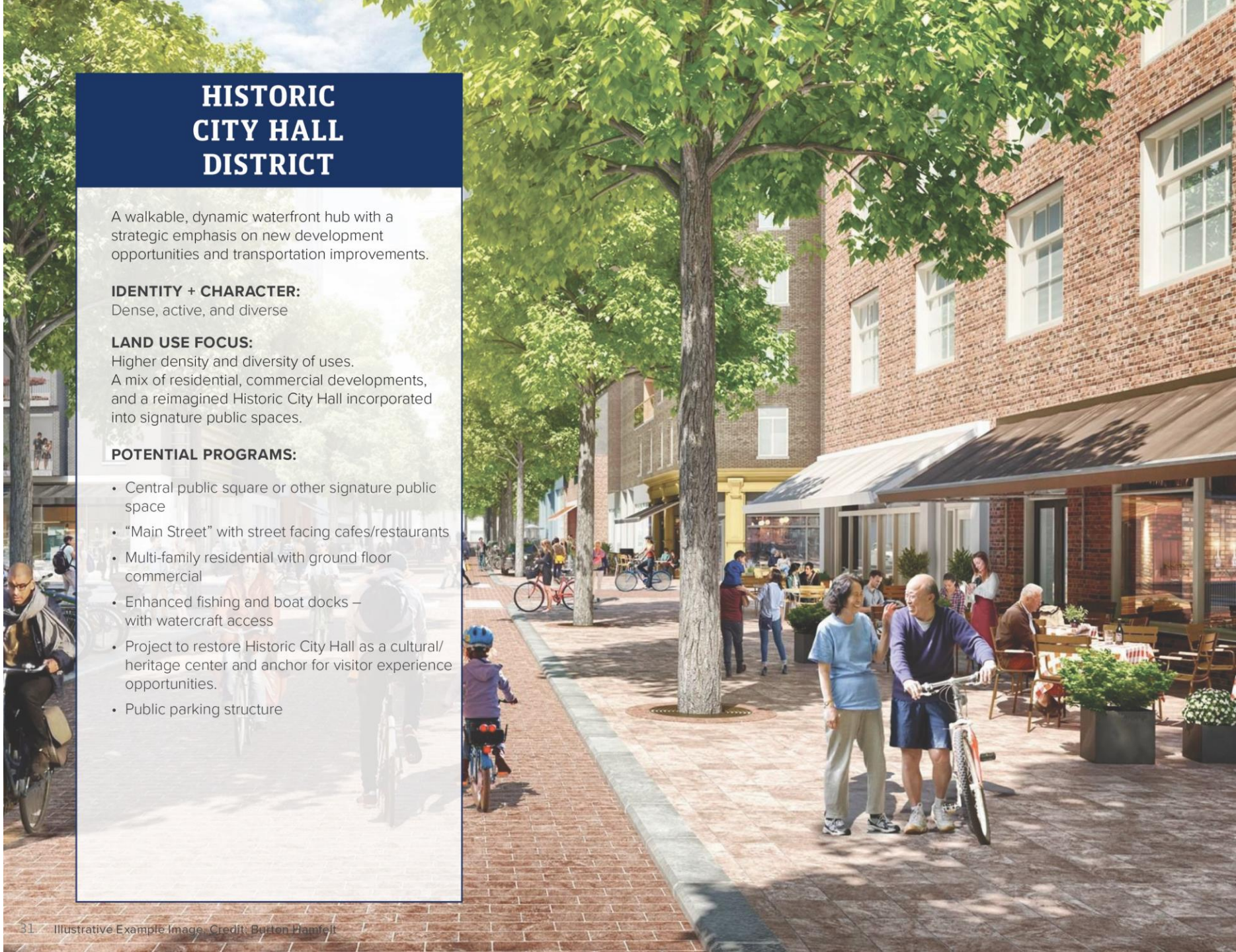
- Draft Vision Plan (Jan. 2024)
- Updated Draft Vision Plan (Sept. 2024)
- Final Draft Vision Plan (Dec. 2024)
  - Technical Advisory Committee
  - Project Working Group
  - Planning Commission
  - Council Work Sessions
- Final Vision Plan (Nov. 2025)



10

District Planning Frameworks

Historic City Hall District



HISTORIC CITY HALL DISTRICT

A walkable, dynamic waterfront hub with a strategic emphasis on new development opportunities and transportation improvements.

IDENTITY + CHARACTER:
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LAND USE FOCUS:
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POTENTIAL PROGRAMS:

- Central public square or other signature public space
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- Multi-family residential with ground floor commercial
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- Project to restore Historic City Hall as a cultural/ heritage center and anchor for visitor experience opportunities.
- Public parking structure

Illustrative Example Image. Credit: Burton Hamfelt

Historic City Hall District

Framework Plan



Public Square / Plaza for Civic Gathering



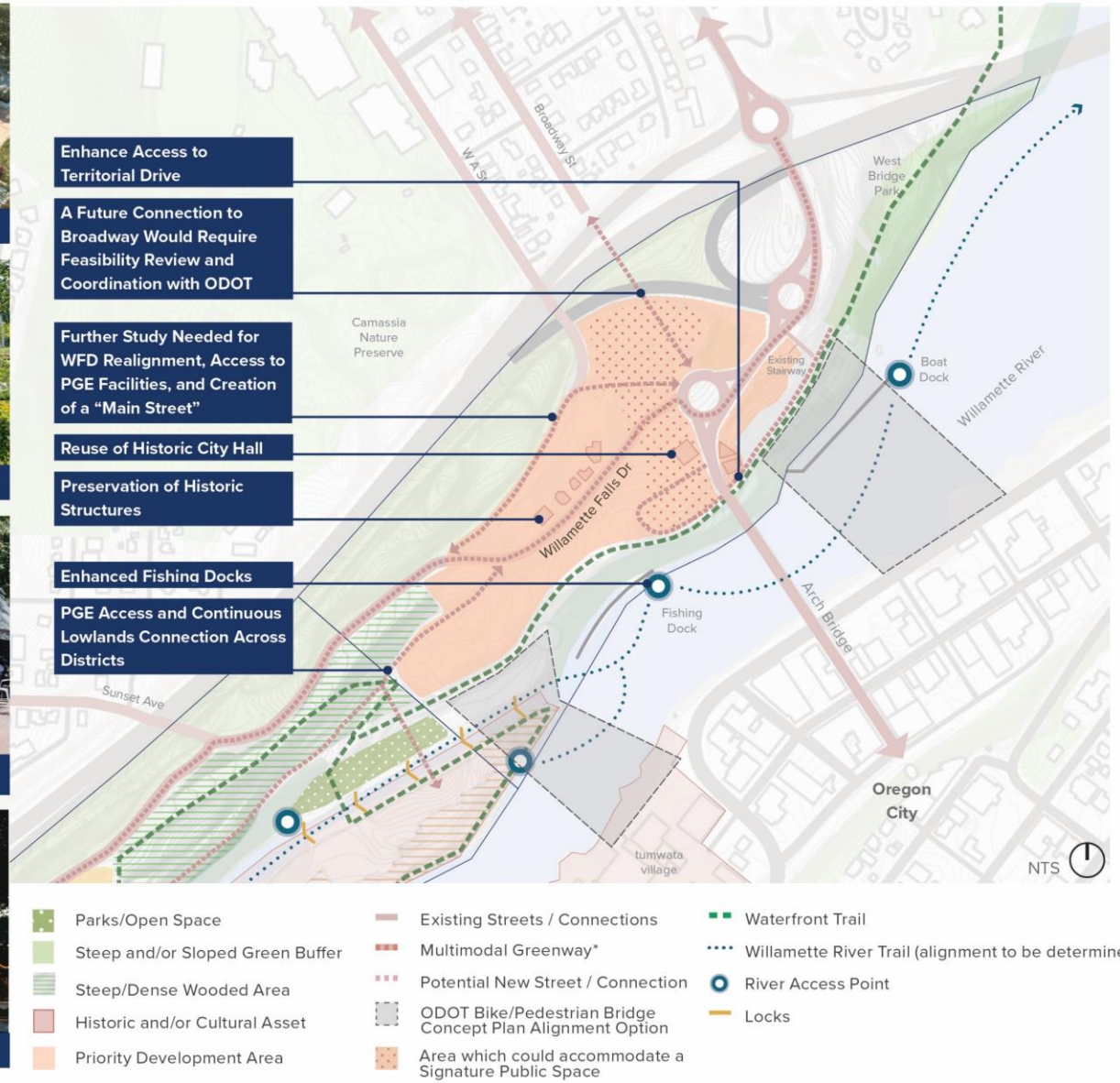
Active Trail Edges



"Main Street" with Street Facing Retail



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Cultural Heritage District

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Centered on the Falls, this district focuses on elevating Indigenous culture and celebration of the area's industrial heritage.

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Medium to high density and diversity of uses. The Willamette Falls Inter-Tribal Public Access Project could provide an attraction for this district. Increased access and creative development techniques could unlock mixed use and light industrial uses on the island, terraced along the lowlands slopes, and on the uplands.

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- Trails with viewing platforms to the river and falls
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- Mix of field and structured parking



33 Rendering of Willamette Falls Trust and Inter-Tribal Public Access Project. Credit: Willamette Falls Trust

Cultural Heritage District

Framework Plan



Tribal Specific Spaces



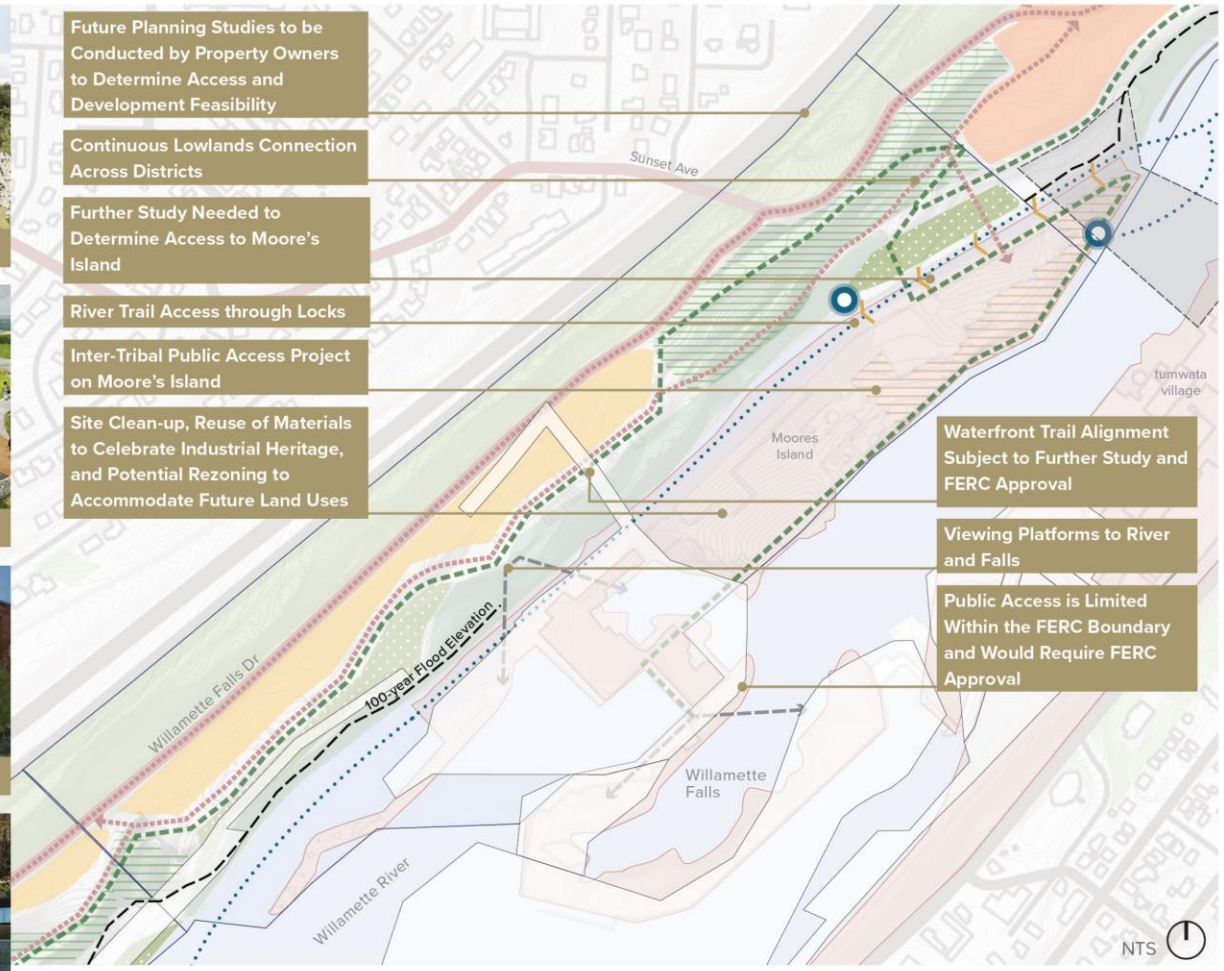
Trails with Viewing Platforms



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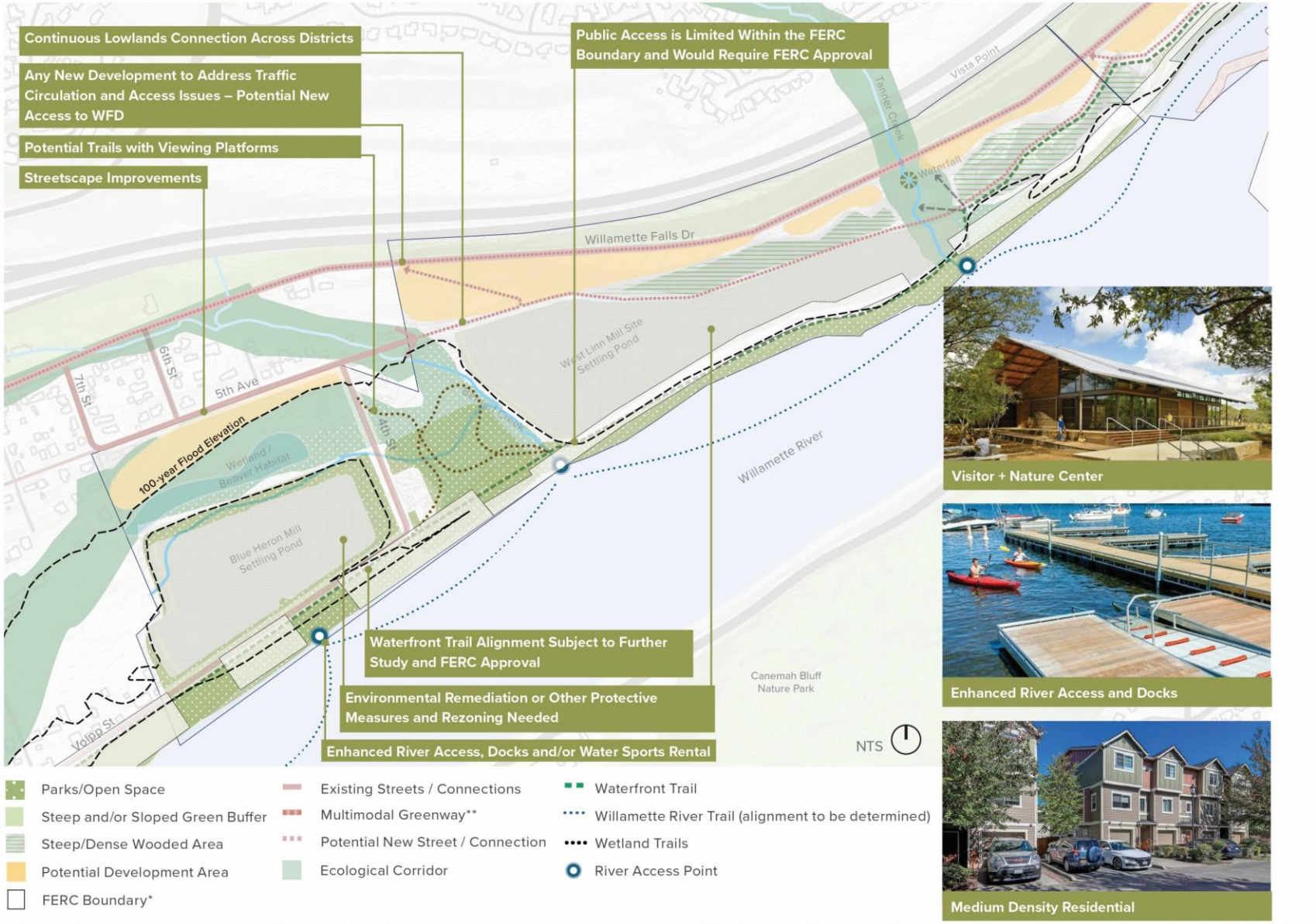
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- Collaborate with property owners to identify opportunities for ecological restoration alongside new development
- Remediation or other protective measures and rezoning of ponds for non-industrial uses

 Illustrative Example Image. Credit: MVVA Detroit Riverfront Park

Pond District

Framework Plan



Visitor + Nature Center

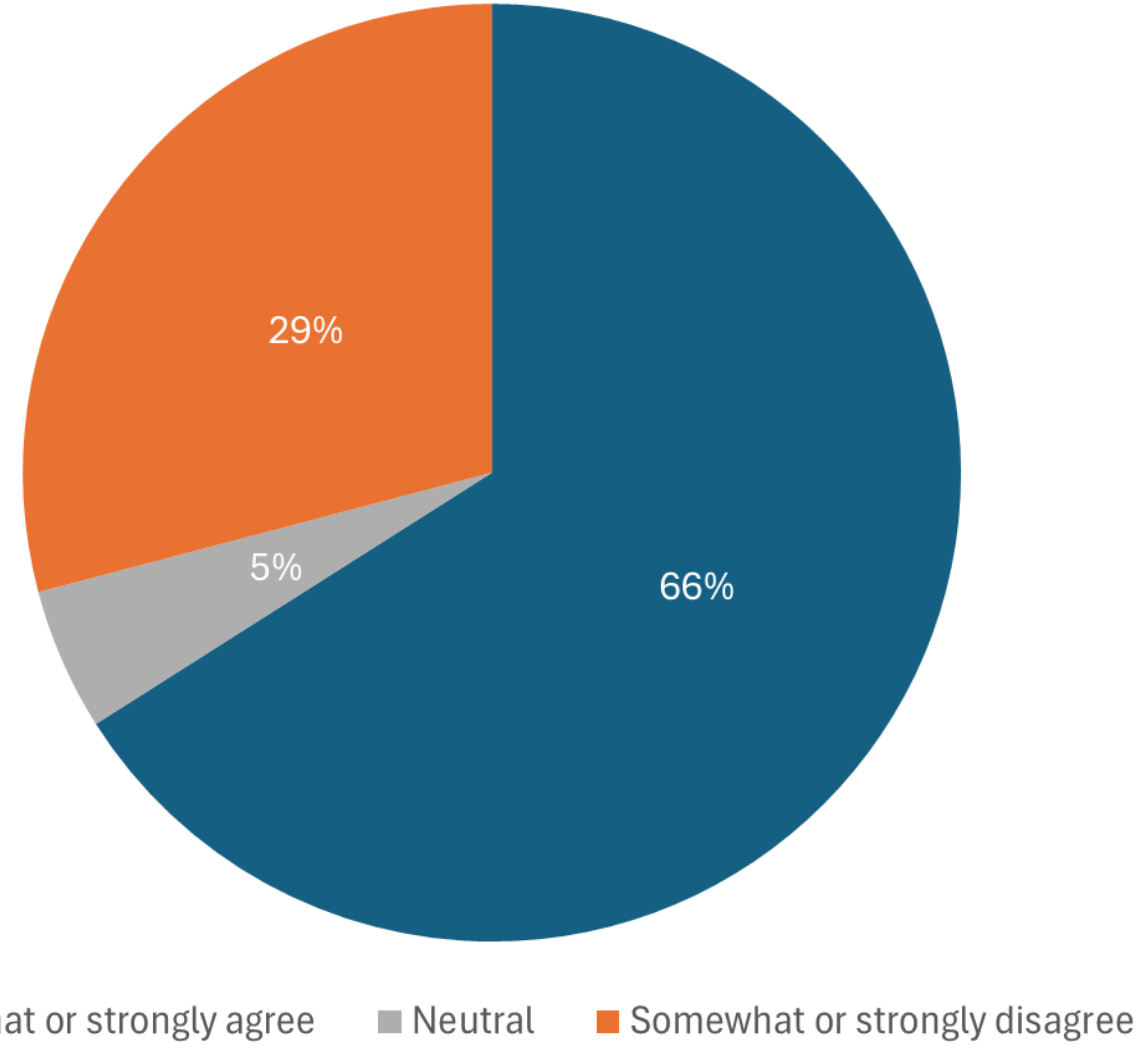
Enhanced River Access and Docks

Medium Density Residential

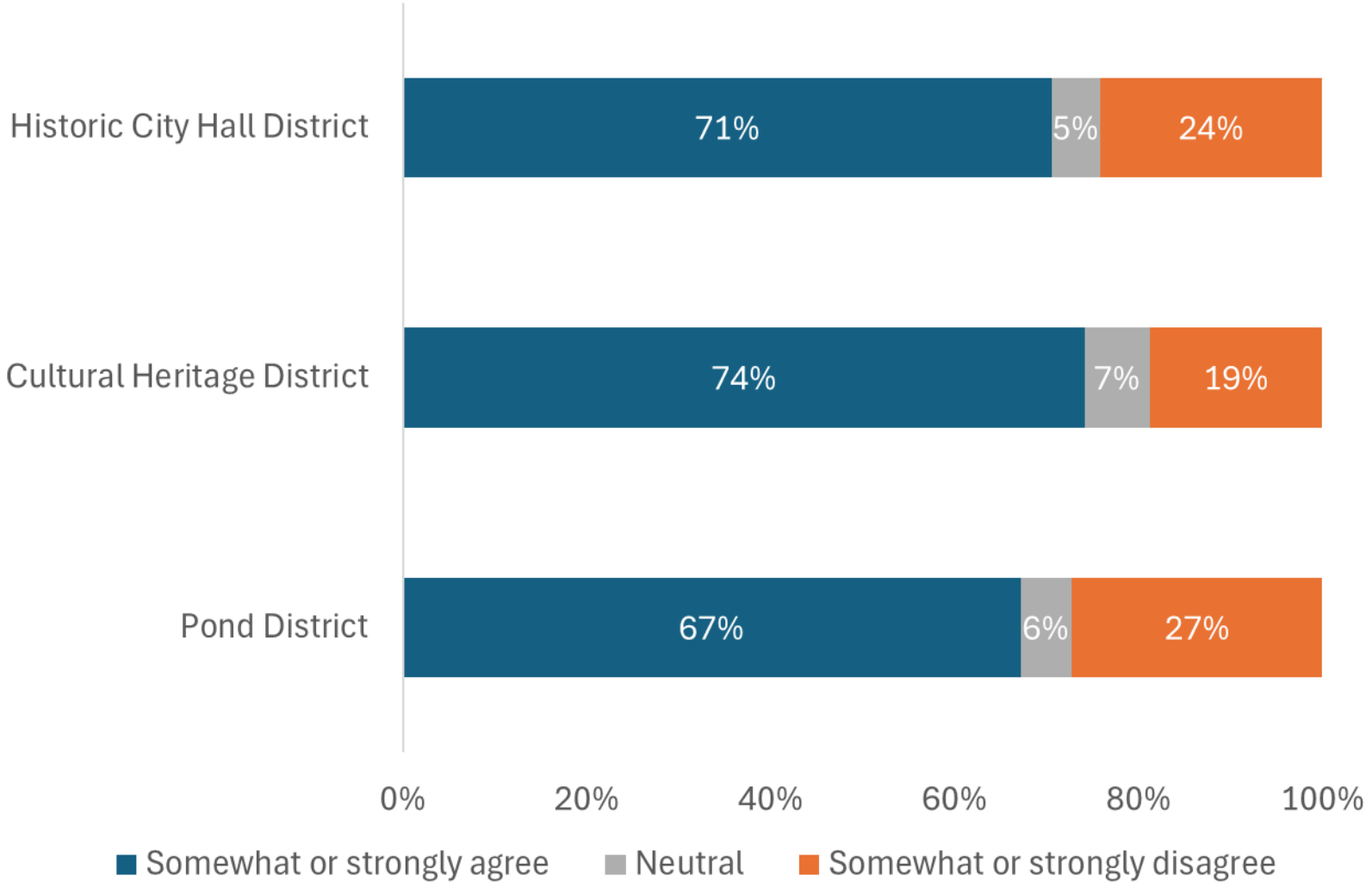
*The Federal Energy Regulatory Commission (FERC) sets a boundary to secure the power production functions of the T.W. Sullivan hydroelectric plant. There are restrictions on the access and uses allowed within the FERC boundary. Low-impact projects, such as trails, streets, and public access to the shoreline, may be acceptable; however, a more detailed assessment in consultation with FERC and PGE will be required.
**Willamette Falls Drive alignment reflects alignment currently adopted in West Linn Transportation System Plan (TSP).
Proposed programs and circulation ideas are conceptual and will require further study and coordination with property owners. Zoning changes may be required to allow for proposed programs / compatible uses.

Public Survey for Final Draft Vision Plan

- December 2024 – January 2025
- 221 respondents
- Overall support for the Final Draft Vision Plan
- **66% of respondents somewhat or strongly agree** that the Vision Plan accurately reflects the community's vision for the Waterfront.
- **Approximately 29% somewhat or strongly disagreed** with that statement.



Public Survey for Final Draft Vision Plan



- District-level support for Vision Plan
- **At least two-thirds of respondents somewhat or strongly agree** with the vision outlined for each district.
- **Slightly lower** support in Pond District.

Plan Review & Recommendations

Project Working Group Review

- June 2025 - Move the plan forward with the following recommendations:
  - Consider including recommendations for affordable housing in the project area.
  - Consider including recommendations for Smart Growth Development concepts across the project area.
  - Access to the area is a critical component of the project.
  - Consider including stronger language in Plan for reuse of existing structures.
  - Provide additional time for more community feedback.
  - Working Group Member Bob Schultz objected to the Vision Plan – wants more certainty on the future use of his property.
  - Working Group Member Confederated Tribes of the Grand Ronde did not take a position on whether to move the Plan forward.

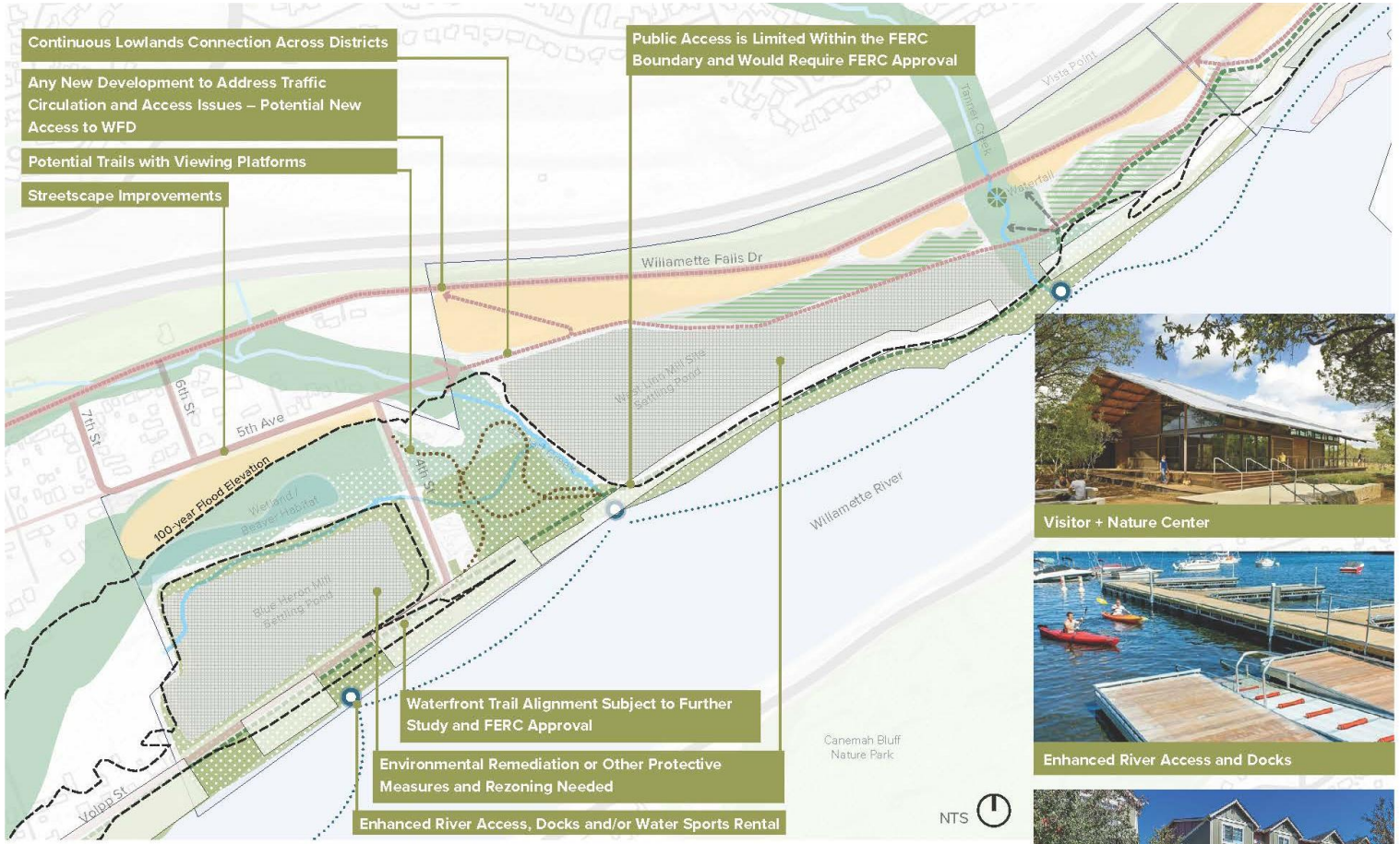
Planning Commission Review

- September 2025 – Move the plan forward with the following recommendations:
  - Use the 1996 Flood Elevation on maps to better correspond to the 75-foot special flood hazard area elevation (100-year floodplain).
  - Remove “in planning stages” from the medium-density residential area in the Ponds District.
  - Update map legends.

Council Work Session (October 7)

- Council requested that the project team bring back revisions addressing:
  - Replace the 100-year floodplain boundary on Vision Plan maps with the more accurate 1996 flood boundary.
  - Remove the box with “Medium-density residential currently in the planning stage” from the Ponds District map and adjust the “potential development” area to be outside of the 1996 flood boundary.
  - Add “Ecological Corridors” symbology to the District maps.
  - Draft language options to add to the Vision Plan focused on encouraging preservation of existing structures, particularly in the Cultural Heritage District.
  - Draft language options to add to the Vision Plan focused on affordable housing.

Map Changes – Pond District



Visitor + Nature Center

Enhanced River Access and Docks



Medium Density Residential

Map Changes – Cultural Heritage District



Tribal Specific Spaces



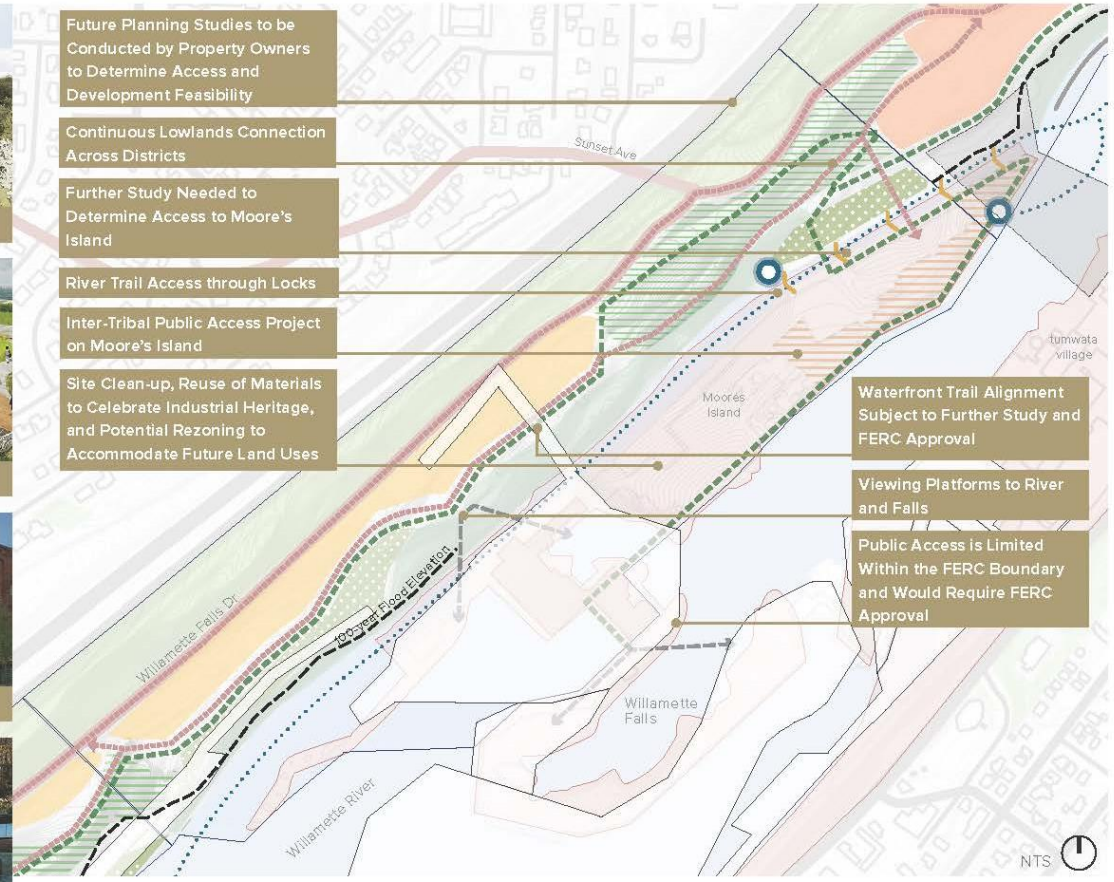
Trails with Viewing Platforms



Market / Maker Spaces



Terraced, Muti-Family Residential



Existing Language: Preservation of Historic Structures

Goals	Pg. 5	Support cultural and environmental stewardship.
Guiding Principles	Pg. 11	Reinvestment Opportunities: Encourage rehabilitation and reuse of historic structures.
Guiding Principles	Pg. 12	Historic Character: Natural, historic, and cultural values are protected and embraced.
Planning Framework	Pg. 18	Cultural Heritage District: Significant potential for site adaptation to commemorate the industrial heritage of Moore's Island.
District Framework Plan	Pg. 32	Historic City Hall District: Preservation of Historic Structures
District Framework Plan	Pg. 32	Historic City Hall District: Reuse of Historic City Hall
District Framework Plan	Pg. 33	Cultural Heritage District: Site adaptation for a public market, light industrial, and/or event space
District Framework Plan	Pg. 34	Cultural Heritage District: Site Clean-up, Reuse of Materials to Celebrate Industrial Heritage, and Potential Rezoning to Accommodate Future Land Uses

Existing Language: Affordable Housing

Market Analysis	Pg. 23	Financing affordable housing on land with substantial development expenses may be challenging.

Council Work Session (October 21)

- Map changes accepted
- Presented several potential language changes
- Council requested that the project team bring back:
  - Specific wording changes focused on affordable housing.
  - Specific wording changes to encourage preservation of existing structures.
- Council received public comment from the Confederated Tribes of Grand Ronde:
  - Directed staff to ensure language is included referencing the CTGR.

Changes to the Final Vision Plan

- Affordable Housing:
  - Modify the Housing Density + Parking (p.37) to include:
    - “The City should allow a variety of housing types to encourage affordability across income ranges and use targeted infrastructure investments, incentives, and expedited permitting to support development.”

Changes to the Final Vision Plan

- Reuse of Buildings:
  - Modify the Cultural Heritage District Framework Plan (p.33) to include:
    - “Partner with property owners to identify key historic sites and structures and encourage rehabilitation and reuse.”

Changes to the Final Vision Plan

- Confederated Tribes of Grand Ronde:
  - Modify Aligned Projects and Planning Efforts (p.8) to update:
    - Site 5: “tumwata village vision – Confederated Tribes of Grand Ronde (2021)”

Agenda Bill 2025-11-18-05

Date Prepared:	November 10, 2025
For Meeting Date:	November 18, 2025
To:	Mayor Rory Bialostosky and West Linn City Council
Through:	John Williams, City Manager JRW
From:	Elissa Preston and Kelsey Card, Human Resources EP / KC
Subject:	CCPOA Collective Bargaining Agreements Ratification

Purpose:
Authorizing a three-year (July 1, 2025 to June 30, 2028) collective bargaining agreements between the City of West Linn and members of the Clackamas County Peace Officers Association – Rank and File, and Clackamas County Peace Officers Association – Sergeant (CCPOA) unions.

Question(s) for Council:
Does the City Council wish to approve a three-year collective bargaining agreement with the union members of the CCPOA two units?

Public Hearing Required:
None Required.

Background & Discussion:
Police Department employees not in management or confidential positions fall within two units under one umbrella Association: CCPOA – Rank and File unit consists of 23 employees, and CCPOA – Sergeants unit consists of 7 employees. The current CCPOA contracts for both Rank and File, and Sergeants units expired June 30, 2025. In June 2025, the City and CCPOA began the negotiation process for successor agreements.

The City's management team engaged in negotiations with the CCPOA union from June 2025 through September 2025. The City representatives focused on minimal organizational needs and CCPOA focused on recognition, retention and medical and retirement benefits.

On October 15, 2025, the bargaining teams reached tentative three-year agreements with each unit that will include a 3% Cost of Living Adjustment (COLA) for 2025. The previous calendar year's Consumer Price Index – Western Cities B/C was 2.7%. It was agreed by both parties to have a range from 2-4% increase in year two and three of the contract, as CPI Western Cities B/C is trending up slowly.

With CCPOA's primary focus being retention (longevity) and medical retirement benefits, the bargaining teams agreed to a tenured, tiered VEBA system. The system will recognize the enhanced benefits of tenured employees as well as a common goal to assist employees with current and prospective health care benefits. To meet both objectives, the City will provide a longevity incentive with contributions towards an HRA/VEBA account to individual employees. Those within the department with continuous service within the department are eligible for the following HRA/VEBA contributions:

CCPOA – Rank and File

0-60 months completed	$100/month
61 months to 120 months completed	$200/month
121 months to 180 months completed	$270/month
181+ months	$360/month

CCPOA – Sergeant

0-60 months completed	$175/month
61 months to 120 months completed	$290/month
121 months to 180 months completed	$370/month
181+ months	$490/month

This tiered system will replace the current $35/month for Rank and File and $60/month for Sergeants, effective January 1, 2026.

The City currently contributes towards the PORAC Legal Defense Plan (Plan II) that provides each of its members with an attorney as a direct result of criminal charges, investigation of use of deadly force, or a grand jury appearance against the member arising out of the member's involvement in the scope of regular performance of their duty. Currently the City contributes $6.50 towards the premium for each sworn officer. The bargaining units agreed that the City will contribute $8.00 towards the premium for each sworn officer in the new contract.

A focus for City's management was to bring Field Officer Training (FTO) pay into alignment within market. The current calculation of Field Officer Training resulted in a 18.72% premium rate on the hours worked as an FTO. The bargaining units agreed to a flat 12% calculation which still has the department on the higher end of the market.

The Sergeant bargaining team and the City's management team also agreed to a .5% (half of one percent) increase to all Sergeant's base salary rate in lieu of a direct payment by the City to an employee's individual deferred compensation plan, going from 4% to 4.5%.

The union teams took the proposed contract to the union membership for vote. They ratified the tentatively agreed contract the last week of October. The management bargaining team met with City Council in executive session in November 2025.

The proposed contract is in line with those in our surrounding jurisdictions and will allow the City of West Linn to focus on retention and recognition of our police department.

Budget Impact:
Three-year Cost of Living Adjustments for Rank and File will cost approximately $766,830, assuming a 3.5% COLA in the second and third years.
Three-year Cost of Living Adjustments for Sergeants will cost approximately $364,697, assuming a 3.5% COLA in the second and third years.

The VEBA Longevity/Retirement Plan will cost approximately $113,760 over the life of the contract for Rank and File. The Longevity/Retirement Plan will replace the existing VEBA monthly contributions previously cost $28,980 over the life of the contract.

The VEBA Longevity/Retirement Plan will cost approximately $67,680 over the life of the contract for Sergeants. The Longevity/Retirement Plan will replace the existing VEBA monthly contributions which previously cost $15,120 over the life of the contract.

The cost of increase PORAC from $6.50 to $8.00 for each sworn member, monthly, combined will cost approximately $1,458 over the life of both contracts.

The cost of the Deferred Compensation half percent (.5) increase, from 4% to 4.5% for Sergeants will cost approximately $23,736 over the life of the contract.

The FTO (Field Training Officer) incentive savings from 18.72% to 12% is approximately $29,219 over the life of the contract.

All things considered, this is approximately $19,188 under budget, assuming the budget methodologies for BN27 remain the same as current.

Sustainability Impact:
Not applicable.

Council Options:
1. Approve the Officers contract.
2. Approve the Sergeants contract.
3. Ask the management team to return to the bargaining table for one or both contracts.

Staff Recommendation:
Approve the separate three-year collective bargaining agreement with CCPOA – Rank and File, and collective bargaining agreement with Sergeants. This has been a very productive and positive negotiation process. The tentative agreements are reasonable and fair in an environment where many agencies and bargaining units are finding it difficult to settle, and end up in mediation.

Potential Motion:
Move to approve both Resolutions to ratify each three-year collective bargaining agreement with the City's CCPOA members.

Attachments:
1. Resolution 2025-15
2. CCPOA Collective Bargaining Agreement Interlineated – Rank and File
3. Rank and File FY26 Salary Schedule
4. Resolution 2025-16
5. CCPOA Collective Bargaining Agreement Interlineated – Sergeants
6. Sergeants FY26 Salary Schedule

RESOLUTION 2025-15

A RESOLUTION AUTHORIZING THE CLACKAMAS COUNTY PEACE OFFICERS ASSOCIATION (CCPOA) COLLECTIVE BARGAINING AGREEMENT FOR THE RANK AND FILE OFFICERS AND NON-SWORN

WHEREAS, the City's management team engaged in contract negotiations with members of the CCPOA negotiating teams for Police Department Sworn Officers and Non-Sworn to define terms of a new collective bargaining agreement; and

WHEREAS, the City's management team and Clackamas County Peace Officers Association engaged in bargaining from June to October 2025, for a successor agreement effective for July 1, 2025; and

WHEREAS, the negotiating teams arrived at an agreement without Mediation and it was voted on and ratified by union members in late October; and

WHEREAS, in the past, the City Council has voted to ratify a collective bargaining agreement between the City of West Linn and the Clackamas County Peace Officers Association (CCPOA) union representing the City's police department.

NOW, THEREFORE, THE CITY OF WEST LINN RESOLVES AS FOLLOWS:

SECTION 1. This Resolution authorizes the three-year collective bargaining agreements between the City and the CCPOA union representing the Police Department employees within the Rank and File, which is effective July 1, 2025 – June 30, 2028.

SECTION 2. This contract shall be effective, in part, retroactively to July 1, 2025.

This resolution was PASSED and ADOPTED this _____ day of _____, 2025, and takes effect upon passage.

_____
RORY BIALOSTOSKY, MAYOR

ATTEST:

_____
KATHY MOLLUSKY, CITY RECORDER

APPROVED AS TO FORM:

_____
CITY ATTORNEY

TENTATIVE INTERLINEATED AGREEMENT BETWEEN

THE CITY OF WEST LINN

AND THE

CLACKAMAS COUNTY PEACE OFFICERS' ASSOCIATION (CCPOA)

Valid from execution to June 30, 2028 ~~2025~~

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ARTICLE 1 – PREAMBLE - CCL

This Agreement is between the City of West Linn, Oregon, hereinafter referred to as the "City," and the Clackamas County Peace Officers' Association, hereinafter referred to as the "Union."

ARTICLE 2 – RECOGNITION

The City recognizes the Union as the exclusive bargaining representative for all probationary and regular employees who are regularly scheduled to work twenty (20) or more hours per week in the classifications of Police Officer, Community Service Officer, ~~Code Enforcement Officer,~~ Evidence Technician/Property Officer, ~~Animal Control Officer~~ and Records Specialist. The bargaining unit excludes supervisory, confidential, regular part time employees working less than 20 hours per week, and temporary employees working less than 1040 hours per calendar year. *(bargaining note: CSO does enforcement and some animal control)*

ARTICLE 3 - PART-TIME EMPLOYEES - CCL

Part-time employees who are regularly scheduled to work twenty (20) hours or more per week shall receive all benefits provided by this Agreement. However, benefits shall be prorated based on budgeted FTE.

ARTICLE 4 - RESERVED ~~OFFICERS~~

~~The City and the Union agree that a well-trained and properly managed Reserve Police Officer Program is of value to the citizens, community and Police Department of the City of West Linn. The purpose of such a program will be to supplement, not replace, regular Police Officers. To that end, both parties agree:~~

~~A. Regular Officers will be allowed input in the selection process of Reserve Officers.~~

~~B. Regular Officers will be allowed input in the training and evaluating of Reserve Officers.~~

~~C. Reserve Officers are volunteers and will not be compensated as individuals by the City Police Department for services performed for the City except for certain court appearances.~~

~~D. Reserve Officers may be assigned, but not limited to the following duties:~~

1. ~~Second Officer (riding with Regular Officer) in a patrol car;~~

    a. ~~Any Regular Officer objecting to his/her assigned Reserve Officer may bring the objection to the attention of his/her immediate supervisor, explaining a legitimate reason for such objection. The supervisor must be notified of the objection in a timely enough manner to attempt to resolve the objection. Such objection will be given consideration by management and will not be arbitrarily denied.~~

    b. ~~Legitimate unanticipated circumstances may require the scheduling of Reserve Officers to ride with Regular Officers on short notice.~~

    c. ~~Unscheduled ride-alongs, at the request of the Reserve Officer, will occur if the Regular Officer does not object. If the Regular Officer objects to the Reserve Officer riding, the Regular Officer will advise the duty Sergeant of the reasons for the objections.~~

2. ~~Prisoner transportation;~~

3. ~~Special details; such as, security at major incidents; traffic and crowd regulations at crowd scenes; security at public events (i.e., sporting events, parades, fairs and carnivals). In general, situations where the probability of the need for enforcement or confrontation and hostility is low.~~

    ~~If, in the judgment of the Police Chief or his/her designee, the special event requires greater police skills or knowledge, the Reserve Officers assigned to this detail will be placed under the command of one or more Regular Police Officers.~~

4. ~~Natural disasters, major crimes or major incidents requiring the assistance of as many trained personnel as available.~~

E. ~~The City agrees not to deploy Reserve Officers as Beat or District Officers in place of Regular Officers.~~

F. ~~Regular Officers will be given priority over Reserve Officers in training opportunities, unless the training is primarily for Reserve Officers.~~

ARTICLE 5 - SENIORITY

A. Definition. Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous, full-time service in their current job classification since their last date of hire, less any adjustments due to layoff, and leaves of absence without pay, for more than ninety (90) consecutive days, unless otherwise agreed by the City in writing or required by law. Part-time employees shall receive a prorated seniority.

B. Application of Seniority. Seniority shall apply to the following employment decisions:

1. Layoff and Recall. Employees shall be laid off and recalled by seniority in accordance with Article 8 – Layoff.

2. Shift Bidding. Employees are entitled to use their seniority to bid for shift preferences in accordance with Article 19 – Hours of Work.

3. Vacation Preferences. Employees are entitled to use their seniority to bid for vacation time off in accordance with Article 31 – Vacations.

4. Overtime. Employees shall be assigned overtime by seniority in accordance with Article 20 – Overtime & Compensatory Time.

C. Reinstatement of Seniority. Seniority shall be restored to those members returning to service as set forth below:

1. Members returning due to layoff, subject to recall limits.

2. Voluntary unpaid leaves of absences for ninety (90) consecutive days or less. If an employee is absent for more than 90 days, the days lost in seniority are those days over 90.

3. Members who are promoted to positions outside the bargaining unit and who return to the bargaining unit within **twelve (12)** ~~thirteen (13)~~ months of promotion, shall have their seniority (time in the bargaining unit) restored.

4. Members who are promoted to positions outside the bargaining unit and who return to the bargaining unit after **twelve (12)** ~~thirteen (13)~~ months of promotion, shall have ½ of their seniority (time in the bargaining unit) restored.

D. Breaks in Seniority. Employees will continue to accrue seniority unless and until their seniority is broken. Seniority will be broken if any of the following events occur:

1. Voluntary resignation or retirement; Discharge of a regular employee for just cause or a probationary employee "at will;"

2. Layoff for more than twenty-four (24) months duration;

3. Continuous absence from work due to an off-the-job injury or illness for more than ninety (90) days or the exhaustion of all the employee's paid leave days, (whichever is greater); except as required by law;

4. Failure to notify the Chief or ~~his/her~~ designee of the employee's intent to return to work pursuant to the provisions regarding recall as per Article 8 - Layoff;

Employees who are serving in the military will continue to receive seniority and reinstatement rights in accordance with applicable law.

ARTICLE 6 - DUES AND PAYROLL DEDUCTIONS - CCL

A. The City and Association recognize that the Association is required to represent every employee covered by this Agreement, making each such employee a recipient of the Association's services.

B. All employees covered under the terms of this Agreement may voluntarily join the Association as a member. The City agrees to deduct each month the dues, fees, costs, charges, assessments, and voluntary payments in the amounts determined by the Association from the compensation of those employees who individually authorize such deductions in writing to the City. Such authorization shall be terminable upon such notice as is specified in the authorization.

   The Association shall certify to the City the amount of dues, fess costs, charges, assessments, and voluntary payments approved by the members of the Association. The aggregate deduction shall be remitted to the Association monthly, no later than ten (10) days after the payday on which the employee deductions are made.

   The City will not be held liable for check-off errors but will make proper adjustments with the Association for check off errors as soon as it is practicable.

   The Association will indemnify and save the City harmless from all suits, actions, and claims against the City or persons acting on behalf of the City whether for damages, compensation or any combination thereof, arising out of the City's faithful compliance with the terms of this Article. In the event of any suit or proceeding brought to invalidate this Article, the Association will actively defend the suit or proceeding. In the event any determination is made by the highest court having jurisdiction that this Article is invalid, the Association shall be solely responsible for any reimbursement.

ARTICLE 7 - MANAGEMENT RIGHTS

A. Management Rights. The Union recognizes that the City retains all the customary, usual and exclusive rights, decision making, prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the City or any part of it.

   Without limitations, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:

   1. To direct and supervise all operations, functions and policies of the department in which the employees in the bargaining unit are employed, and operations, functions and policies in the remainder of the City as they may affect employees in the bargaining unit.

2. To close or liquidate an office, branch, operation or facility or combination of facilities, or the relocate, reorganize or combine the work of divisions, officers, branches, operations or facilities for budgetary or other reasons.

3. To determine the need for a reductions or an increase in the work force and the implementation of any decision with regard thereto.

4. To establish, revise and implement standards for hiring, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods and procedures.

5. To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

6. To assign and distribute work within classifications.

7. To assign shifts, **work** ~~word~~ days and work locations.

8. To direct the activities of the Department.

9. To determine the need for and the qualifications of new employees, transfers and promotions.

10. To discipline or discharge consistent with Article 9.

11. To determine the need for additional educational courses, training programs, on-the-job training, and to assign employees to such duties for periods to be determined by the City.

B. Subcontracting. The City shall notify the Union, as soon as possible of the possibility of the City subcontracting out work and/or services currently performed by members of the bargaining unit. Thereafter, the parties shall enter negotiations consistent with ORS 243.698, with the first negotiation session to be scheduled no later than fourteen (14) calendar days of receipt of the City's notice. Should the parties be at impasse following 90 days from the date of the City's notice of the possibility of subcontracting, the parties agree to mediation using an ERB mediator, absent the City's withdrawal of **its** ~~it~~ subcontracting proposal. A mediation session will be scheduled to occur within the next 30 days. Thereafter, the parties will follow the parameters of ORS 243.712, including a final and binding resolution by an interest arbitration.

ARTICLE 8 – LAYOFF - CCL

A. The City may layoff an employee for a shortage of funds, lack of work, contracting out, reorganization or elimination of a program or service. A layoff is defined as an involuntary separation from the City for reasons that do not reflect discredit upon the employee. Layoff shall be by specific job classification and shall be in reverse order of an employee's seniority (from least senior to most senior) within their classification. A layoff out of the reverse order shall only be made by the City if it is based on a retention of special qualifications, which constitute a significant element of the employee's assigned duties, and is also based on bona fide operational needs of the Department. DPSST certifications (Intermediate and Advanced) shall not be considered a special qualification.

B. An employee shall be given written notice of a pending layoff at least fifteen (15) working days before the effective date of the layoff.

C. Employees who have been laid off shall be placed on a recall register in accordance with seniority for a period of twenty-four (24) months from the date of the layoff. Reinstatement shall be offered to those employees on the list for the job classification from which they were laid off in order of seniority (most senior to least senior) possessed at the time of layoff prior to hiring any new employees. Notice of recall shall be made by certified mail, return receipt requested. Employees shall be responsible for keeping the City informed of their correct address.

   Eligibility for recall rights shall be terminated if any of the following occur: (1) failure to respond to such recall notice within ten (10) calendar days of the receipt of the notice as evidenced by the signed receipt (regardless of who signs for the certified mail); (2) failure to return to work within two (2) weeks of response except for unforeseen emergencies; or (3) failure to respond to such recall notice sent to the last address provided to the City through personnel records within ten (10) calendar days of receipt of such notification for twenty (20) days of mailing (whichever occurs later).

ARTICLE 9 - DISCIPLINE AND DISCHARGE

A. Discipline shall include: written reprimands, temporary pay reductions or suspension without pay, demotion and dismissal. Disciplinary action may be imposed upon a non-probationary employee only for just cause. The definition and application of Just Cause for sworn officers is subject to applicable law. Temporary pay reductions are intended to be applied as short-term sanctions. The rights and protections set forth in this article shall not apply to disciplinary actions involving probationary employees, except as required by law.

Counseling: Forms of evaluation and counseling are not discipline and may not be protested through the grievance process. These are less formal means of resolving issues related to daily operations or conflicts. Counseling may serve as notice to the employee for future disciplines. Counseling can be maintained in the supervisory file for review for yearly evaluations, but are not placed in the personnel file. Upon request, an employee may review and request copies of counseling documents in their supervisory file. The employee may submit a written rebuttal to the counseling, which will be maintained in the supervisory file with the counseling documents. Nothing in this Article shall be construed to prevent or prohibit the Police Chief or a superior officer from discussing operational matters informally with employees.

B. Pre-Disciplinary Meeting. Prior to imposing an economic disciplinary sanction, the City shall furnish the employees with a statement of findings and policy violations with the range of discipline considered and the opportunity for a pre-disciplinary meeting as provided by policy. The pre-disciplinary notice will include a copy of the investigatory materials relied upon for the disciplinary sanction considered, with the exception that in particular cases involving especially confidential or sensitive information, the parties will discuss the appropriate disclosure. The pre-disciplinary meeting is an opportunity to respond to the charges at an informal meeting, which may be recorded, that is attended by the person or persons having authority to impose the proposed disciplinary action as provided by applicable law.

   If the proposed disciplinary sanction is a written reprimand, the officer will be provided an opportunity to have an informal meeting with the decision maker prior to final imposition. An employee may have an Association representative present at their election.

C. Probationary employees may be disciplined or discharged "at will." The rights and protections set forth in this article shall not apply to disciplinary actions involving probationary employees, except as required by law. Discipline or Discharge of probationary employees/"at-will" employees is not subject to grievance.

D. Administrative Investigations. In the event of any investigatory interview of an employee, which the employee reasonably believes may lead to disciplinary action, the following shall take place:

   1. At least 24 hours prior to an investigatory interview, the employee under investigation shall be informed of the nature of the investigation and of facts reasonably sufficient to inform the employee of the circumstances surrounding the allegations under investigation. **P**rior to any investigatory interview.

      a. An employee who is involved as a witness to a complaint shall be informed that they are a witness in an investigation and the nature of the investigation.

b. The City will not direct a witness in an investigation not to speak with an Association representative or Association attorney.

c. The City will not direct an employee who is a subject of an investigation not to speak with an Association representative or Association attorney.

2. Any investigatory interview of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise. Unless the seriousness of an investigation requires otherwise, the interview must be conducted when the employee is on duty or during the employee's normal working hours. If the interview is conducted when the public safety officer is off duty, the employee will be compensated accordingly.

3. The interview shall take place at a West Linn City facility, except when impractical. At the employee's request, the employee may have a Union representative/ Attorney present during the interview consistent with *Weingarten.* The employee shall have the opportunity to consult with a Union representative or Union Attorney. Their presence shall not delay the interview more than four hours. The Union representative shall not be a person subject to the same investigation or a witness to the event under investigation.

   a. No more than two interviewers at a time may question the employee. The interviewers will inform the employee of their authority to compel a statement and of the identity of the investigators and all persons present during the interview. In a compelled interview solely for noncriminal purposes, an employee who refuses to respond to questions or to be interviewed must be informed that refusal may lead to disciplinary action.

4. The interview may not last an unreasonable amount of time, taking into consideration the gravity and complexity of the matter under investigation. The employee shall be entitled to such reasonable intermissions as requested for personal necessities, meals, telephone calls and rest period.

5. All interviews will be audio recorded by the City. The employee or Union may also audio record the interview. The parties agree to share recordings upon request. Audio recordings will not be shared with other witnesses during the period of time the investigation is pending. Upon request, the City will furnish the employee with a transcript of any audio recording that has been transcribed by the City. If the employee is required to engage in a subsequent interview, the City will provide an audio copy, or transcript if applicable, prior to the subsequent interview.

6. Consistent with Oregon law, no employee covered by this agreement will be required to take or be subjected to any polygraph examination (or similar lie-detector test) as a condition of continued or continuous employment, unless the employee freely requests such an exam or test.

7. The employee shall not be subjected to any offensive language, nor shall the employee be threatened with dismissal, transfer, or other disciplinary punishment as a guide to attempt to obtain their resignation; nor shall the employee be intimidated in any other manner. No promises or rewards shall be made as in inducement to answer questions.

8. As soon as it is determined that the public safety officer may be charged with a criminal offense, the officer must be informed of the officer's right to consult with criminal defense counsel with respect to the criminal charge.

9. In a disciplinary or administrative investigation, the public safety officer's chosen representative may not be required to disclose, or be subject to disciplinary action for refusing to disclose, statements made by the officer to the representative for purposes of the representation.

10. The safeguards provided in Section E of this Article do not apply to: The questioning of a public safety officer in the normal course of informal verbal admonishment by, or other routine or unplanned contact with, a supervisor or other public safety officer; or an investigation concerned solely with alleged criminal activities.

E. General Provisions related to Discipline.

1. Policy. All employees are subject to disciplinary action for failing to adhere to or follow West Linn Police Department Policy & Procedures Manual.

2. Complaints. In cases where a complaint is filed against an employee, the employee shall be advised of the complaint consistent with policy and subject to applicable law.

3. Use of Force Situations: When an employee is involved in the use of deadly force, the employee will give a brief public safety statement to the supervisor to help identify any potential witnesses and the scope of the scene.

    a. Employees involved in the use of deadly force shall be advised of their rights and allowed to consult with an Association representative and/or attorney prior to being required to give an oral or written statement about the use of force. Such right shall not unduly delay the giving of the statement. This section does not apply to the public safety statement permitted in Section 9 above.

4. Wellness Counseling. Any employee involved in a traumatic incident or an incident involving the use of deadly force will have the opportunity to meet with a professional counselor following a trauma incident or an incident for the purpose of debriefing/counseling. The debriefing sessions(s) shall be covered by the doctor/patient privilege and information disclosed in these session(s) shall be confidential and not be attainable or useable by the City.

The professional debriefing counseling will be provided through workers compensation, the City's employee assistance program or the City's health insurance program. If a qualified counselor(s) is not available through workers' compensation, the employee assistance program or the employee's health provider, the employee may request authorization from the City to choose the counselor(s) the employee wants to visit.

Any reasonable cost of pre-approved professional debriefing counseling not paid through workers' compensation or the City's health insurance program will be paid by the City. The City reserves the right to determine what constitutes reasonable cost. It is understood and agreed that this provision does not negate the City's right to require an employee to submit to a fitness-for-duty examination by a professional counselor of the City's choosing as a condition of return to work following a trauma incident or incident involving the use of deadly force.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURES

A. Grievance. A grievance, for the purpose of this Agreement, is defined as a dispute regarding the meaning of or interpretation of a particular clause of this Agreement, or regarding an alleged violation of this Agreement.

STEP I

Informal

The grievant will first discuss the grievance with the grievant's immediate supervisor prior to formally submitting the grievance in writing.

Formal

If the issue is not resolved at the informal level, the grievant shall submit the grievance in writing to their immediate supervisor within twenty-one (21) calendar days of the date the grievant knows or should have known of the alleged grievance. The notice grievance shall include:

1. A statement of the grievance and the relevant facts;
2. The provision(s) of the Agreement allegedly violated; and
3. The remedy sought.

The supervisor shall respond to the grievant in writing within ten (10) calendar days of receipt.

STEP II

If the grievance is not resolved at Step I, the grievant shall submit the grievance in writing to the Police Chief within ten (10) calendar days of the day the immediate supervisor's response is received or is due. Within ten (10) calendar days of receipt, the Police Chief shall respond to the grievance in writing.

STEP III

If the grievance is not resolved at Step II, the grievant shall submit the grievance in writing to the City Manager within ten (10) calendar days from the date Step II's answer is received or is due. The City Manager or ~~his/her~~ designee shall respond to the grievant in writing within ten (10) calendar days from the date the written notice of grievance is submitted to the City Manager.

STEP IV

Mediation: If the Association is not satisfied with the decision provided by the City Manager at Step III, the Association will submit the grievance to mediation within fourteen (14) calendar days from either the City Manager's response or fourteen (14) calendar days from the due date of the response. The parties may mutually agree to a local mediator or use a mediator provided by the Employment Relations Board. Parties agree to share the cost of the mediator. Unless otherwise agreed by the parties, the period for mediation will be limited to 120 days, starting from timely notice of mediation by the moving party. The parties must meet at least one time and agree to meet in good faith to resolve the dispute. Termination cases are not subject to the mediation process and may move to the next step. The parties may mutually agree to forego mediation.

STEP V

If the grievance is not resolved at Step IV or Step III for termination cases, the Union shall submit a written request to the City Manager, within ten (10) calendar days from the conclusion date of mediation or the date Step III's answer is received in a termination case, stating their desire to invoke the arbitration procedure.

B. Arbitration:

1. For Grievances Not Involving Discipline of a Sworn Officer. After the grievance has been so submitted, the parties or their representative shall either singularly or jointly request from the State Employment Relations Board a list of seven (7) arbitrators who reside or maintain an office in Oregon/Washington. The parties shall select an arbitrator from the list by mutually agreeing to an arbitrator or by alternatively striking names. The parties shall, by lot, determine which part shall strike the first name objectionable to it. The final name on the list shall be the arbitrator.

For grievances involving discipline of a sworn officer, the arbitrator will be selected consistent with applicable law.

The arbitrator shall be asked to submit the award within thirty (30) calendar days from the date of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision shall be final and binding.

2. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted to the arbitrator in writing by the City and Union, and shall have no authority to make a decision on any other issue not so submitted. **For grievances involving disciplinary action imposed for a sworn officer, the arbitrator will adhere to the requirements of 243.808 and applicable law.** *(bargaining note: from Sgt CBA)*

3. The cost of the arbitrator shall be borne by the losing party as determined by the arbitrator. Each party shall bear the cost of presenting its own case.

C. Rules:

Rules governing the grievance procedure shall be as follows:

1. It shall be the goal of the parties in the grievance procedure to resolve grievances at the lowest possible step.

2. Any time limit specified in the grievance procedure may be waived by mutual written consent of both parties.

3. Failure by the City to submit a reply within the time limits specified in the Agreement will allow the matter to be advanced by the Association to the next step in the procedure. Arbitration shall not be invoked unless and until both parties are fully aware in writing.

4. Failure of an employee to submit a grievance in accordance with the time limits specified herein shall constitute an abandonment of the grievance.

ARTICLE 11 - CITY SECURITY - CCL

No employee covered by this Agreement shall engage in a work stoppage, slowdown or strike. Any member of the bargaining unit engaged or participating in a strike (less than full and faithful performance of duties) shall be subject to immediate and selected dismissal at the discretion of the City.

ARTICLE 12 - NON DISCRIMINATION - CCL

A. Employee Rights. Employees shall have the right to join and participate in the activities of the Union for the purpose of representation on matters of employee relations. Employees shall have the right to refuse to join or participate in the activities of the Union. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Union or its members because of the exercise of these rights.

B. Non-Discrimination. The provisions of this Agreement shall be applied equally to all members in the bargaining unit without discrimination as to age, marital status, sex, disability, race, color, creed, religion, national origin, union affiliation, political affiliation or other protected status or protected activity in accordance with applicable law, and as negotiated in this agreement.

C. Cooperation in Processing Complaints. In the event a discrimination complaint is made against either party to this Agreement, the parties agree to cooperate with each other by providing information relative to the complaint. Neither the City nor the Union, by entering into this Agreement, will prevent any employee from presenting a claim of alleged discrimination.

ARTICLE 13 - OUTSIDE EMPLOYMENT - CCL

No employee covered by the terms of this Agreement shall accept other additional employment in any occupation, self-employment or outside activity which is not in conformance with West Linn Police Department Policy and Procedures Manual, and is incompatible with the employee's employment with the City of West Linn. The Police Chief may, for sufficient reason, require an employee to cease performing any employment outside that employee's employment with the City.

ARTICLE 14 – TRAINING - CCL

A. General Policy. The City is committed to the principle of training for all employees. Said training shall be provided insofar as it does not adversely affect and interfere with the orderly performance and continuity of municipal services within the Police Department. Training shall be scheduled by the Police Chief or designee. Employees will attend training sessions as assigned by the City.

B. Employees shall participate in compensable training outside their regular shift including firearms training and Departmental meetings at times set by the Police Chief.

C. Training. Police Officers shall receive a minimum of thirty-two (32) hours of DPSST and/or accredited training approved by the Training Officer each fiscal year.

Non-Sworn. All other employees covered by this Agreement shall receive a minimum of sixteen (16) hours training each fiscal year as assigned by the Department.

Employees required to participate in any teaching and training activities during off duty hours shall be compensated at the overtime rate for actual time spent in teaching with a minimum of two (2) hours of overtime compensation.

Employees required to participate in any meetings during off duty hours shall be compensated at the overtime rate for actual time spent in meetings with a minimum of one (1) hour of overtime compensation.

D. Notification of training credits. Each uniformed employee shall be provided an electronic copy of the official DPSST readout indicating DPSST accredited training hours at least once each year in January.

ARTICLE 15 - PERSONNEL FILE

A. The City, upon twenty-four (24) hours advance written request, shall provide an employee the opportunity to review **their** ~~his/her~~ personnel file. Inspection shall occur during non-working hours. The employee shall be allowed to review their personnel file without such notice when the employee is in immediate need of such review. With the exception of the employee's first request in a calendar year, copies of the contents of this file requested by the employee may be charged at the City's standard Public Records request rates. The official personnel file shall be maintained by the Human Resources Department.

Material placed in working or supervisor's files may be utilized for the completion of an employee's annual evaluation. Personnel records will be maintained for at least the minimum time periods consistent with applicable law. The material shall be retained in the same manner as material in the employee's personnel file as described in paragraph "D" of this article.

B. The employee may respond in writing to any item placed in their personnel file. Such written response will become a part of the file.

C. Disciplinary Sanctions. Upon 36 months after imposition of a disciplinary written reprimand, an employee may request Human Resources to remove the disciplinary documentation from their personnel file, absent same or similar conduct occurring during this period. **Material removed from a personnel file will not be destroyed. Instead, such material will be placed in a confidential file maintained by the City Manager or designee. Such material will not be used against an employee for the purpose of establishing progressive discipline or further disciplinary proceedings but may be used in any arbitration or civil proceeding for the purpose of establishing consistency of disciplinary action, lack of discrimination, notice or rule, the existence of mitigating circumstances and compliance with legal obligations.**

Upon sixty (60) months after imposition of a suspension without pay, an employee may request Human Resources to update the employee's personnel file to note that the suspension without pay is considered stale for the purposes of progressive discipline. This provision does not apply to suspensions without pay that was based in whole or in part on charges of prohibited harassment (e.g. sex, race, and factors consistent with OAR 265-010-0020), criminal conviction, violations of the drug and alcohol policy resulting in a last chance agreement within the last ten (10) years, excessive use of force, insubordination, or untruthfulness/dishonesty. This provision does not preclude the use of the record in any arbitration or civil proceeding for the purposes of establishing consistency of disciplinary action, lack of discrimination, notice of rule, the existence of mitigating circumstances and compliance with legal obligations. (*bargaining note: mirrors Sgt language*)

D. ~~Upon 60 months after imposition of a disciplinary economic suspension, an employee may request Human Resources to remove the disciplinary documentation from their personnel file, absent same or similar conduct occurring during this period. Material removed from a personnel file will not be destroyed. Instead, such material will be placed in a confidential file maintained by the City Manager or designee. Such material will not be used against an employee for the purpose of establishing progressive discipline or further disciplinary proceedings, but may be used in any arbitration or civil proceeding for the purpose of establishing consistency of disciplinary action, lack of discrimination, notice or rule, the existence of mitigating circumstances and compliance with legal obligations~~

No such material shall be placed in an employee's personnel file which does not bear the signature of the employee indicating the employee has seen a copy of the material or a notation from a supervisor or manager indicating that a copy of the material was provided to the employee.

E. Retention of materials. Personnel records will be maintained at a minimum consistent with applicable law.

ARTICLE 16 - UNION BUSINESS - CCL

A. Union representatives shall be allowed access to the employee work area for the purpose of processing grievances or contacting members of the Union.

B. Such representatives shall not enter any work locations without the consent of the division commander or supervisor. Access shall be restricted so as not to interfere with the normal operations of the Department or with the established safety or security requirements.

C. The parties recognize that it may be necessary that a representative of the Union (Designated Representative) carry out Union activities during duty hours. Union activities are those activities which concern the collective bargaining process or administration of the contract consistent with ORS 243.798(1)(a-h). For example, these activities include, but are not limited to: the handling of grievances, and the resolving of issues or matters regarding the current labor contract; responding to the request of the City to meet on any labor-related issue, special meetings with the City and proceedings before the Employment Relations Board or an arbitrator. A Union representative will be allowed to carry out Union activities during duty hours, but the representative shall not be eligible for contractual overtime compensation. Upon agreement with management, the union representative will carry out these activities with minimal impact upon the performance of their regular duties.

   The Union's negotiating team shall consist of no more than three (3) members employed by the City, not including legal counsel or Union representative not employed by the City, as determined by the Union. Should negotiating sessions with the City be scheduled during duty hours, two (2) negotiating team members shall be permitted to attend negotiating sessions without loss of pay, whether during on-duty time or by flexing their regularly scheduled work hours. Pay will be at the straight time rate for such negotiating activities. The date, time and place for negotiating sessions shall be established by mutual agreement between the parties. Contractual overtime will not be paid for bargaining sessions.

   Whenever possible, Union business will be conducted in such a way so as not to interfere with work responsibilities of other employees.

D. Union members will be allowed to attend the equivalent of twelve (12) monthly local membership meetings on duty time. Members attending Union meetings while on duty will limit their attendance at these meetings to one (1) hour and will be expected to respond to their duty responsibilities during the membership meeting. Except for emergency meetings, the Union will schedule these meetings during non-peak periods of the City.

E. Union Officers. The Union shall notify the City Manager in writing no later than the first of July of each calendar year of the names of all officers of the Union. In the event of a

vacancy of any official position of this Union, the Union will notify the City Manager in writing of the name(s) of the new officer(s) within ten (10) days after the vacancy is filled.

ARTICLE 17 – SALARY

A. Salary.

Effective and retroactive to July 1, 2025, the wage increase will be increased by 3% applied to the base step for all classifications in the wage scale. Steps are 5.4% apart

Effective July 1, 2026, the wage increase will be increased by the average of the 1st and 2nd half reported CPI-W for Urban Wage Earners and Clerical Workers for Western Cities - B/C for 2025 with a minimum of 2% and maximum of 4%. Steps are 5.4% apart.

Effective July 1, 2027, the wage increase will be increased by the average of the 1st and 2nd half reported CPI-W for Urban Wage Earners and Clerical Workers for Western Cities - B/C for 2026 with a minimum of 2% and maximum of 4%. Steps are 5.4% apart.

~~Effective and retroactive to July 1, 2021, the wage increase will be the average of the 1st and 2nd half reported CPI-W for Urban Wage Earners and Clerical Workers for Western Cities - B/C for 2020 within a minimum of 2.0% and maximum of 3.0% applied to the base step for all classifications in the wage scale. The agreed upon actual CPI value was 1.75%,~~ and therefore a 2.0% adjustment will be made. Steps are 5.4% apart.

~~For the purposes of retroactive pay, employees employed on execution date of this agreement will receive retroactive pay as a one time payment in a separate check. The payment will be based on 2% wage increase of an employee's gross pay earnings (base pay, overtime, longevity and incentives) from the beginning of the pay period which includes July 1, 2021 to the payroll period including execution date by both parties. Any new incentives or add-to-pays to this agreement are not included in this payment. The City will make best efforts to make retroactive payment within 60 days of execution of this agreement.~~

~~Effective in the payroll period following execution of this agreement, each employee currently employed at the time will be paid an additional payment of $3,500.00 (three thousand five hundred dollars), subject to applicable withholdings through normal payroll.~~

~~Effective the month following execution of this agreement, the classification of recruit will be eliminated. Entry officers will start at Step 1 as a Police Officer.~~

~~Effective July 1, 2022, the wage increase will be increased by 5.5% applied to the base step for all classifications in the wage scale. Steps are 5.4% apart.~~

~~Effective July 1, 2022, the classifications of Community Service Officer will receive a 10% market adjustment and the Property Evidence Tech will receive a 5% market adjustment at Step I applied after the CPI wage increase adjustment above. Steps are 5.4% apart.~~

~~Effective July 1, 2023, the wage increase will be 4.0% applied to the base step for all classifications in the wage scale. Steps are 5.4% apart.~~

~~Effective July 1, 2024, the wage increase will be the average of the 1st and 2nd half reported CPI-W for Urban Wage Earners and Clerical Workers for Western Cities - B/C for 2023 within a minimum of 2.0% and maximum of 4.0% applied to the base step for all classifications in the wage scale. Steps are 5.4% apart.~~

The base hourly rate is calculated on a 2,080 hour regular yearly schedule.

B. Administration Plan.

1. After initial appointment to a position, the employee shall receive the minimum salary for the position **as guided by the salary schedule.** ~~However, in the case when unusual difficulty in filling the vacancy is experienced or when the appointee or employee is exceptionally qualified, the Chief may cause the appointment to be made at a salary rate above the minimum, but not more than the maximum within the budget limitation. At the discretion of the Chief, an employee may be accelerated to a higher step for outstanding performance. The Chief will provide a brief explanation for the basis of the increase if requested by the Association.~~

2. ~~Employees are hired as a Recruit Officer will advance through the salary steps on the schedule and based on the benchmarks defined in "Attachment D – Recruit Officer Salary Scale."~~

3. Employees hired as a Lateral Officer will advance through the salary steps on the schedule and based on the benchmarks defined in "~~Attachment E~~ **Appendix B** – Lateral Officer Salary Scale." A lateral officer is one who is Oregon DPSST certified or out of state equivalent, as determined by the City, who left in good standing from another law enforcement agency with at least two (2) years of experience.

C. Education and DPSST Certification Pay.

Associate Degree (A.A.)/2 years College.....2%
Intermediate DPSST Certification 5%
Intermediate DPSST Certification with A.A. /2 years of College 7%
Bachelor's Degree 10%
Advanced DPSST Certification.....10%
Advanced DPSST Certification with A.A. /2 years of College.....12%
Intermediate DPSST Certification with Bachelor's Degree.....13%
Advanced DPSST Certification with Bachelor's Degree 17%

Note: The certification and education premiums are not cumulative, but certification pay will be combined with approved educational pay. All percentages **are** calculated on employee's current base **hourly wage** pay step.

Eligibility for education and certification pay will commence on the first day of the payroll period immediately following a written request and proper verification are provided to the City.

In order to be eligible for education pay and certification pay, an employee must submit a written request for such pay, accompanied by verification of eligibility. Verification of eligibility for educational pay requests must be made as follows:

1. Submission of documentation indicating the successful completion of an Associate's Degree from an accredited institution, or the completion of a minimum of two (2) years of college which is found to be equivalent to an Associate's Degree;

2. Submission of documentation indicating the successful completion of a Bachelor's Degree from an accredited institution of higher learning.

D. Premium Assignment Pay.

1. Officers assigned as a Motorcycle Officer shall receive an additional five percent (5%) of their base hourly wage assigned as a Motor Officer.

2. Officers assigned as a Detective shall receive an additional five percent (5%) of their base hourly wage while assigned to Detectives.

3. School Resource Officer: Officers assigned as "School Resource Officer" shall receive an additional five percent (5%) of their base hourly wage as a School Resource Officer.

4. Only officers who have completed Officer-in-Charge training may be assigned duties as "Officer in Charge." An employee assigned as Officer-in-Charge shall receive an additional twelve percent (12%) of their base hourly wage for the hours assigned. OIC assignment pay is not subject to the cap in Section E.

5. Officers assigned as "Field Training Officers" shall **receive an additional twelve percent (12%) of their base hourly wage for the hours assigned.** ~~be granted the equivalent of an additional .25 (1/4) hour overtime pay (in accordance with Article 20) for any portion of a two-hour assignment in that capacity.~~ FTO assignment pay is not subject to the cap in Section E.

E. Maximum Additional Pay Provision. The maximum combined pay premiums under Section C – Education and DPSST Certification Pay and under Section D – Premium Pay is **twenty-two (22%)** of the employee's base wage.

F. Deferred Compensation. Effective the month following execution of this agreement, the City will contribute a deferred compensation contribution of 4.5% of base salary per pay period to an employee's individual account. Base salary does not include incentive or assignment pay. The City contribution applies to all employees budgeted at 0.5 FTE or more. The City accepts no liability for the success or failure of individual investment programs. This section is subject to applicable tax rules.

G. Longevity Premium Pay. Employees with at least eighty-four (84) months of continuous service with the West Linn Police Department will receive an additional two percent (2%) of their base **hourly** wage ~~hourly~~ per pay period. Longevity is not subject to the cap in Section E. *(bargaining note: City withdraws and defers to CCL)*

Longevity VEBA Incentive: Effective January 1, 2026:

The City recognizes the enhanced benefits of tenured employees with the Department as well as a common goal to assist employees with current and prospective health care benefits. In efforts to meet both objectives, the City provides a longevity incentive with contributions towards an HRA/VEBA account to individual employees. Bargaining unit employees with continuous service with the police department are eligible for the following HRA/VEBA contribution to their individual accounts:
For full-time employees:

0-60 months completed	**$100/month**
61 months to 120 months completed	**$200/month**
121 months to 180 months completed	**$270/month**
181+ months	**$360/month**

VEBA contributions are prorated for part time employees based on their budgeted FTE status.

ARTICLE 18 - PAYROLL INFORMATION - CCL

In addition to the payroll information required by law, employees shall be provided a payroll statement for each pay period that shall provide to each employee the following information:

1. The employee's accumulated vacation leave.
2. The employee's accumulated sick leave
3. The employee's accumulated compensatory time off in lieu of overtime.
4. Holiday in lieu accrual.

ARTICLE 19 – HOURS OF WORK

A. Regular Hours. The regular hours of work each day shall be consecutive.

B. Work Week. The workweek shall consist of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off duty. The City may elect a workweek based on four (4), ten (10) hour days followed by three (3) days off duty.

For non-sworn classifications, the City may elect a work week schedule for any classification based on a 9/80 weekly work schedule comprising of four (4) nine (9) hour days and one 4 hour workday to complete the work week. A new work week would begin on the same day following the previous four (4) hours followed by a week of four (4) nine (9) hour days followed by three (3) days off. The City will identify the work week period and the 4 hour/4 hour transition day when an employee is assigned to a 9/80 schedule. Any 9/80 schedule under this agreement is intended to result in a 40-hour work week and intended to not incur overtime obligations. The City may assign this schedule to an individual employee or group and revert to a 5/8 or 4/10 schedule at its discretion by giving at least thirty (30) days' notice without further bargaining obligation.

Non-Sworn Department 9/80 Schedule:

Work Week: The work schedule allows for a 40-hour workweek starting on Friday at 11:01 am and ending on the following Friday at 11:00 am.

Work Week One (1):

Monday - Thursday, nine (9) hours, and Friday, four (4) hours
Business hours: M - Th, 7:00 am – 4:00 pm, F 7:00 am - 11:00 am

Work Week Two (2):

Friday: 4 hours, and then Monday - Thursday, nine (9) hours, and Friday off
Business hours: Friday 11:01 am – 4:00 pm (This Friday follows the same Friday workday above)
Monday-Thursday, 7:00 am – 4:00 pm, Friday Closed

Workweeks will alternate week to week, between week "one" and week "two", as set forth above, to make up one pay period of eighty (80) hours.

The Friday of week two (2), the Police Department building will be closed and will be considered a "weekend" day. Employees are allowed to flex time within the prior week

and come to work on that Friday with approval of the Chief of Police. Employees are limited to 40 hours per workweek unless authorized overtime. The only work permitted on Friday of week two is pre-authorized flex time, overtime, stand-by and/or emergency call-backs.

This workweek shall remain fixed, so long as the employees of these locations continue to work this schedule.

Alternative schedules

Employee start and end times will be within the hours set above, unless the Police Chief, or designee, and employee mutually agree to an alternative schedule.

(bargaining note: from 9/80 MOU 1/28/25) (bargaining note: parties agree to add additional provisions of MOU related to Holiday/Sick/Vacation into those articles)

C. Workday. All employees shall be scheduled to work on a regular shift and each shift shall have a regular starting and quitting time, except for emergency situations. A workday shall for purposes hereof being at 12:01 a.m. on the beginning calendar day of the employee's scheduled shift. The City at its discretion may revise the starting and quitting time and shift assignment of an employee to meet the needs of the City following ten (10) calendar days' notice.

D. Rest Periods. Except in cases of emergencies, two (2) rest periods, fifteen (15) minutes each, shall be permitted to all employees, preferably midway between each half of the assigned workday. An employee shall not be allowed to shorten their workday or lengthen their lunch period by not taking their rest periods, except on occasion with prior supervisory approval.

E. Meal Periods. Sworn officers will be granted a meal period during their working shift, during which time employees are subject to call when needed. Each non-sworn employee shall have a thirty (30) minute uninterrupted paid lunch break within **to be taken within the first six (6) hours of the work day** ~~each eight (8) hour workday~~, except in cases of emergency. Employees not on regular duty (i.e., attending school, seminar, conference, etc.) will not be eligible for a meal period during the working time unless the seminar, class, etc. continues through the lunch period.

F. Voluntary Shift Trade. Employees may voluntarily trade work shifts with each other with the permission of their supervising officer provided such trade does not result in overtime work.

G. Shift Bidding. Shifts are six months long. (currently October to March, April to September) Shift bidding will occur two calendar months preceding the six-month shift duration for**: February 1st for April through September and August 1st for October through March.**

~~two six(6) month bids. (every February).~~ For each six (6) month bidding, management will assign each shift a regular starting time, ending time and the days off based upon management's determination of operational needs (the Department's need to provide police services in an appropriate manner, time and with adequate safety for all, police officers and citizens.)

Bidding will be by seniority as defined in Article 5, except that an officer cannot work the same "shift assignment" more than three (3) consecutive times without approval of the Chief for operational need or reasonable circumstance. A "shift assignment" is an assignment based on a set schedule, such as "day" shift, "swing" or "graves." If an employee is forced to bid off a shift assignment that displaces another employee, the employee will bump the least senior employee ("bumped employee") of the other remaining shifts. The bumped employee will fill the shift assignment vacated by the forced rotating employee and will be able to use seniority with the new shift assignment. The bumped employee will receive credit for meeting the "3 in a row" rule.

Officers assigned as traffic officers, School Resource Officers (SROs), Detectives or any other specialty assignment are not eligible to bid unless their transfer to the patrol division will occur in the "bidding months" – September and March.

1. Shift and Days Off.

   If it is necessary for the City to fill vacancies or otherwise adjust the shift staffing levels during each six (6) month term of a shift bidding, the City may fill those vacancies as follows:

   a. Ask for volunteers to fill the vacancies and award based on the seniority and qualifications of the volunteers.

   b. If sufficient volunteers are not available to meet the staffing needs, the Association representative shall be personally notified and shall have forty-eight (48) hours from the City's notification to request a full shift bidding opportunity. If the City is unable to make contact with either shop stewards, it shall contact one of the two individuals next designated by the Association as its acting representative.

   c. If such a request is not made, the City shall make the changes it deems necessary to assure adequate coverage for all shifts. In making such changes, the City will make a good faith effort to affect the least senior employee(s) whenever possible, consistent with the Department's operational and training needs.

2. Probationary employees will be scheduled at the discretion of the City and may be assigned and rotated to any shift schedule or position on shift.

3. Shift Rotation Adjustments.

The City shall schedule employees for a minimum of eighty (80) hours within the fourteen (14) day period. The Department and employee, with notice to the Association, may agree to adjust the employee's work schedule and/or days off during this 14-day period to ensure the employee is scheduled for a minimum of 80 hours within the 14-day period. In order to be eligible for bidding, a police officer shall meet all of the following criteria:

a. Successful completion of the probationary period;

b. Possession of a basic or higher DPSST certificate;

c. Twenty-four (24) months of experience transferable to law enforcement as determined by using reasonable criteria; and

d. Be on continuous shift assignment;

Police Officers who have accepted specialty assignments; such as, but not limited to, Detective, School Resource Officer, and motorcycle duty shall not be eligible for the shift bidding. If there is more than one (1) person assigned to motorcycle duty, deployment of duty will be determined by seniority of officers so assigned and approved by deploying supervisors.

ARTICLE 20 – OVERTIME AND COMPENSATORY TIME

A. The following shall be regarded as hours worked for the purpose of computing overtime hours for employees: time off in lieu of holidays; vacation leave; paid sick leave; time on the job; and time participating in activities, training, briefings, meetings or other conferences if so directed by the City.

B. The City and the Union agree to utilize the following provisions in determining compensation for overtime.

All authorized work shall be compensated at the rate of time and a half for work under the following conditions:

1. Employees assigned to a 5-8 schedule shall receive overtime credit for any work after eight (8) hours on any workday.

2. **Employees assigned to a 9-80 schedule shall receive overtime credit for any work after nine (9) hours on a 9-hour day. On the 4-hour half day, there is no overtime consecutive to the first 4 hour shift because of the end of the work week.**

3. Employees assigned to a 4-10 schedule shall receive overtime credit for any work after ten (10) hours on any workday.

4. All work performed in excess of forty (40) hours in any workweek

Overtime Compensation. **Overtime shall be compensated at the rate of time and one half an employee's regular rate of pay, including all incentives earned. Upon mutual agreement of the employee and the City, the employee may receive compensable compensatory time in lieu of overtime payments. The compensatory time accrual bank balance will be reviewed once a month, immediately following the end of the first payroll cycle of the month. Any compensatory time accrual above 40 hours will be paid to the employee's VEBA account at the end of the second payroll cycle of the month.** (*bargaining note: language from Sergeant CBA.) (bargaining note: For Sworn employees, the City intends to limit eligibility for compensatory time to mandatory shift coverage as assigned and voluntary shift coverage. The City is not precluded from continued mutual agreement for compensatory time for any assigned overtime)*

VEBA payments made on behalf of the employee will be made at the same time as regularly scheduled monthly city contributions to VEBA, with the method of payment of the City's choosing. Conversion statements will be provided to an employee by the City for each payroll cycle that a payment is made to the employee's VEBA account. Complete VEBA statements are provided to the employee by HRA-VEBA.

~~Overtime shall be compensated at the rate of time and one half an employee's regular rate of pay, including base salary rate plus education, certification and premium assignment incentive pay. Upon mutual agreement of the employee and the City, the employee may receive compensatory time in lieu of overtime payments. The compensatory time accrual bank balance will be reviewed once a month, immediately following the end of the first payroll cycle of the month. Any compensatory time accrual above forty (40) hours shall be converted at that time to a monetary value of base salary rate plus education, certification and premium assignment incentive pay. The converted amount shall be paid to the employee's VEBA account at the end of the second payroll cycle of the month. VEBA payments made on behalf of the employee will be made at the same time as regularly scheduled monthly city contributions to VEBA, with the method of payment of the City's choosing. Conversion statements will be provided to an employee by the City for each payroll cycle that a payment is made to the employee's VEBA account. Complete VEBA statements are provided to the employee by HRA-VEBA~~.

Payment for Overtime. If an employee is paid in compensation, through payroll, for accrued compensatory time, payment will be at the regular rate earned at the time the employee receives the payment. If the payment is received upon **separation** ~~termination~~ of employment or death of the employee, then the unused compensatory time will be paid to the employee or heirs, whichever the case may be, at the higher of; (a) the average regular rate earned by the employee during the last three (3) years of employment, or (b) the final regular rate earned by the employee. If the law which controls payment of compensatory time changes, the parties agree to open negotiations on this provision.

C. Employees required to participate in any teaching activities outside of their regularly scheduled shift schedule, shall be compensated at the overtime rate for actual time spent in teaching with a minimum of two (2) hours of overtime compensation.

Employees required to participate in any meeting outside of their regularly scheduled shift schedule, shall be compensated at the overtime rate for actual time spent in meetings with a minimum of one (1) hour of overtime compensation.

D. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

E. Assignment of Overtime. When overtime opportunities or shift vacancies are created, they will be filled by seniority among bargaining unit personnel, under the following conditions:

1. The City will provide employees notice of overtime opportunities. The City will generally provide notification through a centralized electronic communication system. This does not preclude the City from directly contacting employees when necessary. Electronic communications will occur during the hours of 6:00 am and 10:00 pm, with the exception of unforeseeable circumstances. The City will make best efforts to hold over or extend shifts prior to calling in overtime.

2. Shift Continuation. When an overtime need exists, and the start time is a continuation of the present shift, as set forth by Article 21, the overtime will first be offered to on duty bargaining unit members. If not filled, the overtime will then be offered to off duty bargaining unit members. If not then filled, overtime assignments may be offered to Sergeants, Lieutenants, or Captains prior to assigning the overtime to the least senior on duty bargaining unit member. If the least senior officer is not able to report to duty, the City may proceed with assignment based on inverse order of seniority.

3. Overtime Assignment. When an overtime need exists and the start time is within four (4) hours, the assignment of overtime will be offered to bargaining unit members by seniority. Overtime assignments may be offered to Sergeants, Lieutenants, and Captains prior to assigning the overtime to the least senior bargaining unit member. If the least senior officer is not able to report to duty, the City may proceed with assignment based on inverse order of seniority. For voluntary overtime, employees must accept the entirety of the overtime shift/hours offered, unless otherwise mutually agreed by a supervisor.

4. Bargaining unit members will have one (1) hour to respond to an overtime callout if the need is less than four (4) hours away.

5. Bargaining unit members will have two (2) hours to respond to an overtime call out if the need is more than 4 hours away and less than 24 hours.

6. Bargaining unit members will have four (4) hours to respond to an overtime callout if the need is more than twenty-four (24) hours away.

7. Overtime needs with a start time more than seventy-two (72) hours away, shall be posted electronically. Bidding closes at 72 hours prior to the posted start time.

Bumping will be permitted with notice to the affected member being the responsibility of the member doing the bumping. Bumping will not occur when there is less than seventy-two (72) hours before the start of the shift.

8. The member doing the bumping must contact a supervisor to change the schedule.

9. If a member accepts overtime and later decides to decline the accepted overtime, the member must contact a supervisor to remove them from the schedule at least seventy-two (72) hours before the scheduled shift commences. If within seventy-two (72) hours before the scheduled shift commences the employee who accepted the overtime assignment decides not to accept the overtime, it is the employee's responsibility to find a suitable replacement. However, members who are unable to perform their duties due to health-related reasons under Article 26 or an emergency situation and call in to report their absence, then the supervisor will find a replacement.

ARTICLE 21 – CALL IN TIME - CCL

Whenever an employee is called back to work, the employee shall be paid at the overtime rate (Article 20(C)) with a minimum of four (4) hours for each call back at the overtime rate.

On a scheduled workday this minimum shall not apply if the call back assignment begins one (1) hour or less before the start or after the end of the employee's regular shift, in which case employees will be paid a minimum of one (1) hour at the overtime rate as provided by Article 20. This provision does not apply to shift extensions.

Except in an emergency, an employee shall be released from duty immediately upon cessation of the event that required the call back.

Telephone calls: If the City makes a work-related telephone call to an officer outside of regular work hours, and the officer is required as a result to perform work for the City, the officer shall be compensated for the actual time worked on the telephone call, rounded up to the nearest 15 minutes. Phone calls to an officer for the purpose of asking the officer if they are available to perform extra work or for matters that are de minimus in time are not compensable. De minimus is generally for calls of less than 5 minutes.

Payment for a call back and "telephone calls" are separate timekeeping events.

ARTICLE 22 – COURT APPEARANCES - CCL

Call back for court appearance is to be compensated at the overtime rate (Article 20(c)) for a minimum of four (4) hours. This minimum shall not apply if the court appearance begins one (1) hour or less before the start or after the end of the employee's regular shift, in which case employees will be paid one (1) hour at the overtime rate as provided by Article 20.

Except in an emergency, an employee shall be released from duty immediately upon cessation of their need to attend specific court appearance which required the call back.

ARTICLE 23 – JURY DUTY

A. In the event any employee is duly summoned to any court for the purpose of performing jury duty, the employee shall receive their regular compensation for any regularly scheduled working hours spent in actual performance of such service Employees who are released from jury service or who complete such service are required to promptly notify their supervisor for assignment for the remainder of **their** ~~his/her~~ workday and/or subsequent shifts.

B. Any appearance fees or similar monies received by the employee from the Court for the performance of jury duty, shall be turned over to the City.

ARTICLE 24 - PUBLIC EMPLOYEES RETIREMENT SYSTEM - CCL

The City agrees to participate in the Oregon State Public Employees Retirement System (PERS) to pay the City's amount required into each employee's PERS or OPSRP account. The City shall "pick up," assume and pay a six percent (6%) average employee contribution to the Public Employees Retirement Fund for the employee members then participating in the Public Employees Retirement System as authorized by PERS/OPSRP statutes and regulations. Such "pick up" or payment of employee member monthly contributions to the system shall continue for the life of this Agreement. The full amount of required employee contributions "pick up" or paid by the City or behalf of the employees pursuant to this Agreement shall be considered as "salary" within the meaning of PERS/OPSRP statutes and regulations for the purposes of computing an employee member's "final average salary" but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to PERS/OPSRP statutes and regulations. Such "picked up" or paid employee contributions shall be credited to the employee accounts pursuant to PERS/OPSRP statutes and regulations and shall be considered to be employee contributions. *(PERS actually has two statutes: ORS 238 and 238A. The latter is for OPSRP)*

ARTICLE 25 – INSURANCE

A. Medical Insurance.

The City shall pay ninety percent (90%) of the cost of premiums for medical insurance with the employee paying the remaining ten percent (10%) of the premiums through payroll deductions for each eligible employee (pro-rated for part-time employees) and their eligible dependents. In the event the City changes carriers, the level of benefits shall remain comparable.

The City and the CCPOA agree to meet on a yearly basis to review the medical/dental coverage and their associated costs to help find ways to lower and or reduce costs of future increases.

Dental Insurance.

The City shall pay ninety percent (90%) of the cost of premiums for dental insurance with the employee paying the remaining ten percent (10%) of the premiums through payroll deductions for each eligible employee (pro-rated for part-time employees) and their eligible dependents. In the event the City changes carriers, the level of benefits shall remain comparable.

B. The City shall provide a **$60,000** ~~$50,000~~ life insurance plan for each Police Officer, a $30,000 life insurance plan for Community Service Officer and Records Clerk. In addition, the City shall provide $2,000 coverage for spouses and dependents of all employees.

C. The City shall continue to provide long-term disability (LTD) plan for all employees covered by this Agreement. The LTD plan shall provide a benefit of 50% of wages up to $4,000/mo. for each member (pro-rated for part-time employees).

D. The City shall provide false arrest, liability and malicious prosecution insurance covering all employees coming under the terms of this Agreement.

E. Domestic Partners. Health insurance coverage provided in this Article for domestic partners is limited to Registered Domestic Partners under ORS 106.300 et seq.

F. Voluntary Employee Beneficiary Account (VEBA). The City will establish a VEBA for the employees covered under this Agreement. Contributions to individual employee VEBA accounts shall be made in accordance with the terms of this Agreement, as authorized by Internal Revenue Code Section 501(c)(9). The City shall contribute $35 per employee per month into employee's VEBA. **This City contribution will end 12/31/25.**

G. Legal Defense Plan. For Sworn Officers, the City will contribute towards the PORAC Legal Defense Plan **(Plan II)** that provides each of its members with an attorney as a direct result of criminal charges, investigation of use of deadly force, or a grand jury appearance

against the member arising out of the member's involvement in the scope of regular performance of his or her duty as duty as an employee for the City.

a. Effective the month following execution of this agreement, the City will contribute up to **$8.00** ~~$6.50~~ toward the premium for each sworn officer paid by reimbursement of invoice provided by the Union for the "PORAC" Plan. Invoices by the Union may be quarterly.

b. The Union will provide a complete legal defense plan description to the City and written notice to the City of any changes to the plan description. Substantive changes in plan benefits may be subject to notice and bargaining under ORS 243.698.

c. The City recognizes that it is not entitled to the work product of the attorneys involved in this program. The City recognizes there exists an attorney client privilege between the attorney and the member.

ARTICLE 26 - SICK LEAVE

A. Sick Leave Accrual. Employees shall accrue sick leave at the rate of **3.7 hours per fourteen (14) day bi-weekly pay period.** ~~eight (8) hours per month worked for a total of ninety-six (96) hours accumulated per calendar year.~~ There shall be a maximum of one-thousand (1,000) hours of accumulated sick leave. Accumulated sick leave beyond maximum accrual of one-thousand (1,000) hours shall be converted to a monetary amount and then transferred to the employee's VEBA. *(bargaining note: current practice bi-weekly)*

The employee may use their accumulated sick leave in the event of personal illness or injury; a medical condition which disables the employee; a medical condition which disables a member of the employee's immediate family; absences due to fatigue as defined in Article 27; or other uses as authorized by applicable law.

B. An employee's immediate family shall include parent, child, spouse or Registered domestic partners (as provided by ORS 106.300), or other persons consistent with OFLA/FMLA.

C. The City will participate in the PERS Sick Leave Conversion Program in accordance with the provision of ORS 238.350.

Donation of Sick Leave. An employee may make a one-time, voluntary donation of sixteen (16) hours or less, each fiscal year of accrued but unused vacation, sick or compensatory time hours to another employee when the following criteria are met:

1. The donor employee must have forty-eight (48) hours of accrued, unused vacation, sick or compensatory time prior to the donation.

2. The donor employee must voluntarily donate the hours and sign a waiver stating that the donation is voluntary and that the employee waives any right to any pay or time off for the volunteered hours;

3. The donating employee will receive no payment for the donated time; donated leave is forfeited.

4. The waiver must be signed by the donor employee and must be approved by the donor employees supervising officer(s) and the Human Resources Department;

5. The employee to whom the time is donated must have exhausted all of his/her accrued, vacation, sick leave, holiday in lieu and compensatory time accruals and have documented need of sick leave;

6. The employee receiving the donation will receive the hours of time off and donation of hours cannot be reversed, once approved as described above. Donated time shall be converted on an hour for hour basis; for example, Donor employee voluntarily donates sixteen (16) hours of vacation, sick or compensatory, the employee receiving the donation is credited with sixteen (16) hours of sick leave.

D. Sick Leave Verification. An employee may be required to submit a doctor's certificate or other adequate proof of eligibility for sick leave from an employee's doctor or health care professional whenever the employee's sick leave usage exceeds three (3) consecutive workdays; whenever the City can articulate a good faith concern (e.g., questionable patterns of absence, suspicious explanations, etc.) regarding employee's eligibility to receive sick leave; or a permitted by law. Receipt of verification may be required as a condition of payment. In the event verification is required, out-of-pocket costs billed by the doctor or health care professional to obtain the necessary verification shall be paid by the City to the extent such costs are not covered by insurance. Verification may be required for absences due to illnesses and injuries of the employee's immediate family members consistent with applicable law.

F. Sick Leave Retirement Benefit. Employees with at least 120 months of continuous service with the West Linn Police Department who retire under PERS **or OPSRP** and who are in good standing with the Department (e.g: not pending disciplinary investigation), are eligible to receive a contribution to their individual VEBA account in the amount equivalent to their base rate of pay for 50% of their accrued sick leave up to a maximum payment of 500 hours. This provision does not apply to employees who have already retired under PERS **or OPSRP**.

ARTICLE 27 - SLEEP DEPRIVATION AND/OR FATIGUE

The City and the Union recognize that an employee who is overly fatigued from the lack of sleep is not physically or mentally alert enough to work in the field. The City and the Union also recognize that officers, particularly officers assigned to the First Shift (graveyard shift), are subject to circumstances that reduce the officer's ability to get adequate sleep in preparation for working the officer's next shift. These circumstances include court appearances, DMV and/or other administrative hearings, required training or requested meetings with other criminal justice agencies.

In such cases, if an officer has not received at least **eight (8)** ~~ten (10)~~ hours off work between their regular shift and other work-related activity (e.g., court appearances, etc.) and feels overly fatigue:

1. The officer can request to not work their next shift due to fatigue because of inadequate sleep due to conditions or circumstances beyond **their** ~~his/her~~ control.

2. Such officers will be required to submit a Leave Request form and can use any of their accrued time-off benefits, including sick leave.

3. Such leave will be granted, if the employee would be required to report for work with less than ten (10) hours off between their regular shift and is fatigued, even if it required overtime by another employee.

ARTICLE 28 - BEREAVEMENT AND FAMILY MEDICAL LEAVE

A. Bereavement Leave. An employee shall be granted a special paid funeral leave of absence not to exceed 40 hours in the event of a death in the immediate family. This special leave shall not be charged against sick leave, vacation time, or any other accrued leave bank. Leave under this section is concurrent with any leaves provided by OFLA.

B. Extension. Upon approval of the Police Chief, an employee may draw upon, at the employee's discretion, accrued vacation, in lieu of holiday or compensatory time for additional special leave time.

C. Definition of Immediate Family. For the purposes of this Article, an employee's "immediate family" is defined to include the employee's spouse, and the employee and spouse's grandparents, parents, step-parents, guardian, siblings, step-siblings, children, step-children, grandchildren, "domestic partners", any relative residing in the employee's immediate household, and any other person covered under OFLA.

   A domestic partner is limited to Registered Domestic Partners under ORS 106.300 et seq.

D. Family Medical Leave. The City will comply with the Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA), **Paid Leave Oregon (PLO).** Eligible employees who are absent from work for FMLA**/OFLA, must use accrued leaves unless exhausted consistent with policy. If using PLO, employees may elect to use accrued leave consistent with policy. When using accrued leaves, the employee must first use accrued sick leave.** ~~and/or OFLA qualifying reasons, but are not eligible to receive sick leave benefits will be paid accrued vacation and holiday pay for their absences. In the event an employee does not specify whether he/she prefers to utilize vacation or holiday pay, holiday pay shall be utilized first, then vacation pay. In the event holiday and vacation leave banks are depleted, an employee may, at his/her option, utilize compensatory leave. When an employee is on a leave that is covered by both FMLA and OFLA, such leaves will run concurrently.~~

E. Employees who are eligible for **PLO,** FMLA or OFLA leave shall continue to receive medical, dental, disability and life insurance benefits during the time they are on such leave. Following the expiration of the **PLO,** FMLA and/or OFLA leave entitlement period, such insurance benefits will continue to be provided as long as the employee continues to have **the employee's** ~~his/her~~ leave charged against paid leave banks (holiday, vacation, sick leave and compensatory time).

~~Reopener for the Oregon Paid Family Medical Leave Act (OPFML). Within 90 calendar days upon publication of administrative rules for OPFML, the parties will meet and bargain over mandatory subjects of bargaining related to the implementation of OPFML. Such bargaining will be in accordance with the expedited bargaining procedures in ORS 243.698.~~

ARTICLE 29 - CLOTHING, EQUIPMENT AND TRAINING ALLOWANCES

The City shall purchase and/or provide uniforms for Police Officers and Community Service Officers covered by this Agreement. ~~Effective upon execution,~~ **N**ew employees will be provided a duty handgun and rifle.

A. The Police Officers (including Detectives) and Community Service Officers who are required to have and maintain a uniform shall receive the sum of four-hundred dollars ($400) annually, subject to applicable withholdings. This money is use for the purchase and/or maintenance of equipment not provided by the City, or for training, and uniform upkeep.

The City will reimburse up to $150 as needed for replacement or repair of worn footwear for uniform officers. Footwear must be of approved quality and manufacturer. Reimbursement requires a receipt. Footwear purchased under reimbursement is for duty use only.

B. The City shall issue a separate check to employees during the month of July for the above allowance. Deductions shall be made based on current State and/or Federal Law.

C. The City shall provide sworn employees with either a vest rated at Threat Level IIA or Threat Level IIIA flexible (with side panels) at the employee's option. The vests shall be replaced per the manufacturer's warranty of performance guidelines (currently five year). So long as the vest satisfies the required threat level, the City shall have discretion in selecting or approving vests including matters such as the supplier, price, make or model of the vests. If a sworn employee wants a vest not selected or approved by the City, it shall be the employee's responsibility to pay any differences beyond what the City will pay.

D. The City agrees to repair or replace an employee's personal property (uniform, non-uniform clothing) or equipment which is lost, damaged, stolen or worn beyond usable or safe operating quality in the line of duty except if such is due to negligent employee performance.

ARTICLE 30 - HOLIDAYS IN LIEU OF HOLIDAYS

A. In lieu of holidays, all employees engaged in continuous operations (sworn police officers and special assignment police officers) shall accrue **4.00** ~~3.69~~ hours per pay period for each full pay period worked. Holiday accrual shall be maintained in an account that is separate from vacation accrual. There shall be a maximum accumulation of **104** ~~eighty (80)~~ hours of in lieu of holiday time at any one time for each employee, thereafter there is no more accrual **or compensation received**. ~~Effective July 1, 2022, the maximum accumulation will be 104 hours, thereafter there is no more accrual or compensation received.~~

~~Effective June 19, 2022, employees will receive 8 hours to their holiday accrual bank. Effective July 1, 2022, the accrual rate will change to 4.00 hours per pay period.~~

If any employee is below the maximum accrual, the employee may elect to take the accrual as vacation time off at a time mutually agreeable to the supervisor and employee, or receive compensation through regular payroll if requested by the employee at least 7 days before the end of the pay period.

B. All employees not engaged in continuous operations shall be entitled to two (2) personal leave days plus the following holidays:

New Year's Day.....January 1
Martin Luther King's Birthday .....3rd Monday in January
President's Day.....3rd Monday in February
Memorial Day.....Last Monday in May
Juneteenth 19th .....June 19

Independence Day.....July 4
Labor Day.....1st Monday in September
Veteran's Day .....November 11
Thanksgiving Day .....4th Thursday in November
Day after Thanksgiving .....Friday following holiday
Christmas Day.....December 25

***Note: If assigned a 9/80 schedule, the employee only receives one (1) persona leave day.**

When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.

Any non-continuous regular employee who may be requested to work on a holiday shall be either paid compensation at one and one half (1½) times the regular straight time wages for hours worked or by mutual agreement, may receive compensatory time off in lieu of overtime payments.

ARTICLE 31 - VACATIONS

A. All regular full-time employees shall accrue vacation time at the following rates:

Less than 3 years .....100 working hours annually
More than 3, less than 5.....116 working hours annually
More than 5, less than 8.....140 working hours annually
More than 8, less than 11.....168 working hours annually
More than 11, less than 15.....184 working hours annually
More than 15, less than 20.....208 working hours annually

More than 20…….. .....224 work hours annually

B. Vacations shall be approved by the City or designee. Employees shall give ten (10) days advance notice of any request for vacation. Consideration will continue to be given to the employee's seniority by job classification, requests by the employee and work requirements facing the Department.

C. Lateral hire. Lateral hire employees will be placed on the vacation tier accrual based on the employee's full years of law enforcement service based on years of service consistent with the definition of lateral officer. A lateral officer is one who is Oregon DPSST certified or out of state equivalent, as determined by the City, who left in good standing from another law enforcement agency with at least 2 years of experience.

D. ~~New employees shall not earn vacation leave during their first six (6) months of employment. However, if any employee completes six (6) months of employment, the~~

~~employee will be credited with vacation benefits retroactively to their date of hire. If for any reason prior to the completion of six (6) months continuous service with the City such employee is terminated or otherwise leaves the City's employment, the employee shall be credited with no vacation time.~~ *(bargaining note: deleted based on MOU)*

E. Vacation time shall not be used in periods of less than (2) hours.

F. Vacation time will normally be taken within one (1) year of the time earned and normally may be accumulated to a maximum of three hundred sixty (360) hours. It shall be the responsibility of each employee to schedule sufficient vacation/holiday leave so that the employee who is about to lose vacation credit because of accrual limitations shall be given adequate advance notice by the City of such potential loss of future accruals. To avoid any loss, the employee shall give the City ten (10) days prior notice of the employee's choice of those days to be taken off. The employee shall be allowed to use excess vacation leave on those selected days unless there is a substantial inconvenience to the City, in which case the City and the employee shall mutually agree to a rescheduling of the threatened leave.

G. Employees may "sell back" **accrued vacation time** for **compensable payment twice er fiscal year up to 112 hours in total per fiscal year** ~~cash payment two (2) times a fiscal year, up to 16 hours, per sell back. An employee may also, within the same 2 times per year, sell back up to an additional annual maximum of eighty (80) hours of accrued vacation time.~~

   To be eligible for the ~~additional 80 hours of~~ "sell-back," an employee must retain an accrual of a minimum of forty (40) hours vacation time, after the cash "sell back." The City shall make payment in the next pay period for vacation "sell-back," if the City receives the signed, authorized request thirty (30) days in advance. The **payment** ~~check~~ will be issued on the same bi-weekly schedule as normal payroll checks. Deductions shall be made based on current State and/or Federal law.

H. ~~Employees who have completed six (6) months continuous service and who terminate, for any reason, their services with the department, shall be compensated for any unused vacation pay upon their termination.~~ *(bargaining note: deleted based on MOU)*

ARTICLE 32 – PRODUCTIVITY – CCL

The parties recognize that delivery of essential municipal services in an effective and efficient manner is of paramount importance and interest to the City. In return to the City for the wages and conditions contained herein and consistent with the principle of a fair day's work for a fair day's pay, as defined in the West Linn Police Department Policy and Procedure's Manual, the employees pledge their agreement to maintain a high level of employee performance and efficiency in performing their services for the City.

ARTICLE 33 - LIMITATIONS AND RESPONSIBILITIES - CCL

The Union recognizes the City as the duly elected representative of the people and agrees to negotiate only with the City through the negotiating agent or agent officially designated by the City to act on its behalf. The Union agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any Council member, administrator or other person or persons.

The City recognizes the Union as the duly elected representative of the employees covered by this Agreement and agrees to negotiate only with the Union through its negotiating agent or agents officially designated by the Union to act on behalf of the employees.

The City agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any employee covered by this Agreement.

ARTICLE 34 - WAIVER AND SCOPE OF BARGAINING - CCL

A. Complete Agreement. Pursuant to their statutory obligations to bargain in good faith, the City and the Union have met in full and free discussion concerning matters in "employment relations," as defined by ORS 243.650(7).

   This contract incorporates the sole and complete agreement between the City and the Union resulting from these negotiations. The Union agrees that the City has no further obligation during the term of this Agreement to bargain wages, hours or working conditions within the terms of this agreement.

B. Past Practices. The parties recognize the City's full right to direct the work force and to issue rules, regulations and procedures and that these rights are diminished only by the law and this Agreement, including interpretative decisions which may evolve pursuant to the proper exercise of authority given by the law or this Agreement.

   1. The employer is not limited, confined, or restricted by past practice, rule, custom or regulation in making changes in policies, procedures, rules and regulations to carry out the mission of the City.

   2. However, this Article shall not be interpreted to restrict the Union's right to bargain the decision and impact of subjects of bargaining where the City is compelled to negotiate over the matter by State law.

      In the case of disagreement between the parties, the Employment Relations Board shall make the decision under the subsection as to whether the City is compelled to negotiate under State law.

3. Changes in existing conditions, not within the terms of this agreement, as associated with "employment relations," during the term of the Agreement shall be negotiated with the Association in accordance with ORS 243.698. The City will provide notice of changes in existing conditions as applicable under ORS 243.698.

ARTICLE 35 - SAVINGS CLAUSE - CCL

Should any Article, section or portion of this Agreement be unlawful, or held invalid or unenforceable by any court of competent jurisdiction or by the Employment Relations Board of the State of Oregon, such decision of said court or board shall apply only to the specific Article, section or portion thereof, directly specified in said decision. Upon the issuance of such decision, the parties agree to negotiate immediately a substitute, if any, for the invalid Article, section or portion thereof, consistent with the obligations of ORS 243.702.

ARTICLE 36 – PROBATIONARY PERIODS ~~(NEW)~~

A. Probationary Periods and Promotions. The probationary period for newly recruited officers shall be eighteen (18) months from date of hire. Police Officers who possess a current Oregon DPSST Police certification at the date of hire or a certified Police Officer from another state who obtains an Oregon DPSST police certification within six (6) months of the date of hire, will serve a twelve (12) month probationary period from date of hire. The probationary period of non-sworn personnel employed within the department shall be six (6) months.

A probationary period is intended as a period of time to evaluate employees. An employee's probationary period may be extended, at the City's discretion. The City may toll an employee's probationary period resulting from absences due to medical reasons or similarly related circumstances in order to complete the observation period. Except for a circumstance of tolling a probationary period, in no case will an employee's probationary period be extended for more than sixty (60) days. Employees will be notified of appointment to regular status, extension of probation or termination prior to the completion of their probationary period. An employee whose probationary period is extended will be issued written confirmation of the extension.

A probationary employee shall be afforded the opportunity to grieve pursuant to Article 10, Grievance and Arbitration Procedure, of this Agreement; however, this shall not include any matter involving discipline and/or discharge. This provision applies only to an employee's initial probationary period with the City.

B. In the case of promotional appointments, if the promoted employee within the bargaining unit fails to successfully complete the new position's probationary period, such employee will be returned to their previous classification if the former position is vacant or has been filled for less than 6 months. This does not affect the City's ability to dismiss any employee for cause.

C. **In the case of a promotional appointment from a police officer to Sergeant, a Sergeant who fails their probationary period, as identified by the Sergeant CBA, will be re turned to their previous classification. This does not affect the City's ability to dismiss any employee for cause.**

D. In the case of promotional appointments **for a non-sworn employee** to a classification outside of the bargaining unit, and within the police department, if the promoted employee unit fails to successfully complete the new position's probationary period, such employee will be returned to their previous classification if the former position is vacant or has been filled for less than 6 months.

ARTICLE 37 - WORKERS' COMPENSATION

A. City Provision. The City shall provide workers' compensation insurance as required by State law. Employees who become eligible for workers' compensation shall be provided all benefits and rights in conformance with Oregon law, and nothing in this Article is intended to diminish those benefits and rights.

B. Workers' Compensation Leave.

First 90 Days. During the first ninety (90) days of an employee's absence due to a compensable **claim (time loss paid)** ~~injury or illness~~, the City **will compensate the employee** ~~shall issue a check in lieu of wages~~ in an amount which is the difference between workers' compensation payments and the employee's regular straight time net wages **in the regular payroll process**. Regular straight time net wages are defined as the employee's normal and regularly scheduled hours and does not include overtime hours.

The employee shall continue to accrue all benefits including sick leave, vacation accrual, health insurance and PERS contributions. The PERS contribution calculation is limited to the value paid by the City as the supplement.

Period Between Ninety (90) Days and One (1) Year.

If an employee is continued on an accepted worker's compensation claim and on leave, the employee, at their option, may use accrued leave banks to supplement the difference between workers' compensation payments and the employee's regular straight time net wages for up to one year from the accident incident date. The employee shall continue to accrue all benefits including sick leave, vacation accrual, health insurance and PERS

contributions, when using accrued leaves. The PERS contribution calculation is limited to the value paid on the accrued leaves. Should an employee not have adequate accrued paid leave in an amount which can provide this supplement, or should an employee exhaust their paid leaves, the employee shall cease accruing paid leaves and benefits, with the exception of health insurance.

Health Insurance Cost Share Premium Contributions.

During the period of the first 90 days, the City will deduct the employee's insurance cost share premium contribution through payroll deduction from any payments made to the employee.

During the period after 90 days and if the employee has accrued paid leaves, the City will deduct the employee's insurance cost share premium contribution through payroll deduction using accrued leaves.

If an employee has exhausted all paid leaves, the employee will be responsible to remit to the City payment for cost-share on insurance premiums. Employees who do not receive the 90-day gap payment or elect not to use paid leaves, are responsible to remit to the City payment for cost-share on insurance premiums. Any balances due upon a return to work will be deducted through payroll deduction. The City shall comply with laws governing the rights of employees who suffer workers compensation injuries and illnesses.

In the event the workers' compensation insurance carrier has not made a determination of whether or not an illness or injury is compensable in the first thirty (30) days following the date of injury, the City shall make substantial efforts to have the carrier make a determination as soon as possible.

C. The employee shall return all City-owned property at the request of the City.

D. Period Following One (1) year. Following twelve (12) months of being unable to work due to a**n accepted compensable claim that is ongoing** ~~compensable injury or illness~~, an employee shall have the option of receiving the **compensable** ~~cash~~ equivalent for all accrued paid leaves **(excluding sick leave)**, if **not otherwise exhausted** ~~any~~, or retaining those accruals with the **other compensable "**cash**"** out options provided elsewhere in this Agreement. After twelve (12) months the employee will no longer accrue paid leaves, benefits or seniority. The City will continue to offer group health insurance to the employee consistent with law.

E. General Provisions. An employee who is not working due to a compensable injury or illness shall receive any general salary adjustments based on this Union Agreement and is eligible for any salary step increases pursuant to Article 17. An employee who was absent due to a compensable injury or illness for over six (6) months of the review year under Article 17 will not receive a step increase unless determined otherwise by the Police Chief.

An employee who was absent less than six (6) months during the review year shall receive the step increase so long as **the employee's** ~~his~~ performance during the review year preceding the absence was satisfactory. An employee returning from a compensable injury or illness related absence shall retain all accruals of paid leave which were accrued before the absence and not exhausted or cashed out during the absence and shall retain the seniority accrued prior to being placed on unpaid leave.

ARTICLE 38 - USE OF ALCOHOL AND DRUGS

Section A. Clackamas County Police Officers' Association (CCPOA) and the City of West Linn recognize a responsibility to the citizens of West Linn and the City's employees to maintain safe and productive working conditions.

Section B. To aid in the accomplishment of this goal, the following conduct is prohibited:

1. Buying, selling, manufacturing, distributing or possessing a controlled substance, including marijuana. For the purposes of this agreement, the use and possession of marijuana is considered a violation of this policy regardless of State law. The use of lawfully prescribed medications, except for marijuana, is permitted subject to prescribed use.

2. Being at work under the influence of alcoholic intoxicants (defined as a blood alcohol content that reaches or exceeds .01% by weight of alcohol in the blood).

3. Consuming alcoholic intoxicants while on City property or in City vehicles or equipment at any time during work hours, including rest and meal periods.

4. Being at work under the influence of any controlled substance, including marijuana, and/or having such substances present in the body (excluding any substance lawfully prescribed for the employee's use which is not being abused and has not been obtained for the purpose of abuse) while on City property or in City vehicles or equipment at any time or during work hours, including rest and meal periods. An employee has a controlled substance "present in the body" when the employee tests positive in any blood or urine test administered.

5. For purposes of this Article, the term "controlled substance" shall be defined in accordance with ORS 475.005 (6), and also includes marijuana.

Section C. Under the Influence. A person is considered "under the influence" of a controlled substance including marijuana or alcoholic intoxicants if the employee tests positive as described in Section "D" – Testing.

Section D. Testing. Where there is reasonable suspicion that an employee is under the influence as defined above, where an employee is involved in an accident or other incident where reasonable safety precautions appear to have been ignored the employee may be required to consent to blood**, or breathalyzer, if available,** or urine testing for the presence of drugs or alcohol.

1. A person is considered to have tested positive if the person exceeds the cut off levels for drugs as set by the Department of Health and Human Services at the time of testing. (See Appendix for standard in effect at the time of the execution of this Agreement.) If the Department of Health and Human Services standards change, the parties agree to the definition of the revised cutoff levels at the time of testing.

   A person is considered under the influence of alcoholic intoxicants when the blood alcohol content reaches or exceeds .01% by weight of alcohol in the blood at the time of testing.

   The City shall pay for the cost of the tests. A refusal to consent and promptly submit to such testing made pursuant to this Article, as well as giving false, altered or deliberately diluted urine samples is grounds for termination.

2. For illegal drugs other than those which fall within one of the Department of Health and Human Services categories, any confirmed, reasonable amount of levels which are comparable to the Department of Health and Human Services levels, constitute a positive test result will result in the consequences explained in Section F below.

3. In the event that the test results are positive for a controlled substance, including marijuana, the City, at its expense, shall require that a second confirming test from the same sample be conducted which also must be positive before concluding the employee has such substance(s) present in their body. The second confirming test must utilize the G.C./M.S. testing technique.

Section E. Discipline and Other Action. Violation of this policy is subject to disciplinary action.

Section F. Consequences of Test Results.

1. Test results which do not establish that the employee has engaged in prohibited conduct as described in Section B(2) and B(4) of this Article shall result in no further action against the employee related to an alleged violation of that section. The employee shall be informed of such test results, and all documents related to the incident shall be retained only by testing laboratory.

2. Employees who Report Dependencies and Seek Assistance *Before* Committing a Policy Violation – Rehabilitation

The City encourages employees who have drug and/or alcohol dependencies or think they may have such dependencies to seek assistance voluntarily. When an employee voluntarily reports a drug or alcohol dependency to the Chief and seeks assistance before violating this Policy, that employee will be placed on a leave of absence and/or adjusted working hours to allow for in-patient or out—patient rehabilitation treatment as recommended by a Substance Abuse Professional (SAP).

The employee will not be permitted to work until such time as a SAP agrees that he/she:

- Has been evaluated by a Substance Abuse Professional (SAP);
- If recommended by the SAP, has complied with all rehabilitation/after-care prescribed; and
- Has a verified negative drug or alcohol test (as applicable).

Moreover, in order to return to work for the City, an employee seeking assistance must agree to all treatment, rehabilitation, after-care and follow-up testing as set forth in a written Last Chance Agreement required by the City. Any employee who violates the terms of the Agreement is subject to immediate termination. An employee may grieve whether or not he/she violated the Last Chance Agreement but not the agreement itself.

The time an employee is off work undergoing rehabilitation is unpaid. However, employees may draw their unused, accumulated sick leave, followed by vacation, holiday and compensatory time. Also, employees who are receiving health insurance coverage will be eligible for continuation of health insurance benefits with standard City contributions for the period they are on paid leave. Thereafter, employees may self-pay the insurance premium pursuant to COBRA.

Any program of treatment will not be at City expense, except to the extent that it is covered by employee health insurance. It is the SAP's responsibility to make a recommendation as to the employee's immediate fitness to perform the job to which ~~he or she is~~ they are assigned. An employee who has been returned to work under these provisions shall be subject to retesting at any time for one (1) year following return to work.

3. Employees who Report Dependencies and Seek Treatment *After* Committing a Policy Violation.

    a. Employees who violate the provisions of Section B(4) and who claim drug or alcohol dependencies after violating this Policy are subject to discharge, irrespective of such dependencies. The City may however, at its discretion, allow an employee to undergo evaluation and rehabilitation in lieu of discharge, provided the employee promptly complies with the terms and

conditions set forth above. The City will consider the following factors in exercising its discretion: the employee's length of service; the employee's work record, in particular, whether the employee has committed a previous alcohol or drug policy infraction; the consequences of the violation; any other circumstances offered by the employee that mitigates against discharge.

It is understood and agreed that the references to discipline and discharge set forth in this Policy and any Last Chance Agreements are not intended to supersede "just cause" requirements. The City continues to be bound by principles of "just cause," as well as due process obligations.

b. If an employee is found to have violated the provisions of Section B(2) and who has not previously committed prohibited conduct specific in Section B(2), the employee immediately shall submit to an evaluation by a qualified professional in the area of substance abuse Substance Abuse Professional (SAP). The evaluator SAP will be selected by the City. This evaluation will be paid for by the City.

The evaluation will attempt to determine the extent of the employee's use of or dependence on the abused substance(s) ; and, if necessary, recommend an appropriate program of treatment, including but not limited to rehabilitation and counseling to prevent future use. This program of treatment will not be at City expense, except to the extent that it is covered by employee health insurance. If a program of treatment is recommended by the evaluator SAP, the employee shall enroll in it immediately. Failure by the employee to enroll in the recommended program or to complete it successfully shall be grounds for immediate termination from employment. It is the evaluator's SAP's responsibility to make a recommendation as to the employee's immediate fitness to perform the job to which the employee is assigned. An employee who has committed prohibited conduct specified in Section B(2) shall be subject to retesting at any time for one (1) year following return to work.

If an employee previously has committed prohibited conduct specified in Section B(2), and subsequently is found to have committed such prohibited conduct a second time within two (2) years, shall be subject to the provisions of F(3)(a) above.

Section G. Performance of Official Duties. The provisions of this article do not apply to an officer who is buying, selling or possessing drugs or alcohol in the official performance of their duties within the scope of their employment as approved by the Department.

Section H. The initial test shall use an immunoassay which meets the requirements and cut off values of the DOT Rule 49 CFR Part 40 Section 40.87(F)(a) table.

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) quantitative analysis at the cutoff values listed in the above-referenced DOT Rule.

ARTICLE 39 - DURATION OF AGREEMENT

This Agreement shall be effective upon execution, and shall remain effective in full force and effect until June 30, **2028** ~~2025~~. The parties will initiate bargaining a successor agreement in February **2028** ~~2025~~. The parties acknowledge the obligations of status quo for the terms and conditions of this agreement upon expiration and during successor bargaining, as provided by PECBA.

FOR THE CITY:

_____

???
City Manager

Date:_____

FOR THE UNION:

_____

???,
Union Representative

Date: _____

APPENDIX A – SALARY SCHEDULE

- The hourly rate is based on the negotiated salary.
- Employees are regularly scheduled for 2080 hours per year.
- Steps are 5.4% apart.

City of West Linn

Listing of Clackamas County Police Officer Asssociation Salaries
Effective 7/1/2025 - 6/30/2026
Compensation Structure "B"

CCPOA - 3.0% increase effective 7/1/2025

Classification Title	Salary Range	NEW Salary Range	Employee Group		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Records Specialist	B	B	CCPOA	*Hourly*	26.3860	27.8109	29.3126	30.8955	32.5639	34.3223
			CCPOA	*Bi-weekly*	2,110.88	2,224.87	2,345.01	2,471.64	2,605.11	2,745.79
			CCPOA	*Annually*	54,883	57,847	60,970	64,263	67,733	71,390
Animal Control Officer Code Enforcement Ofcr	C	C	CCPOA	*Hourly*	26.9348	28.3893	29.9224	31.5382	33.2412	35.0362
			CCPOA	*Bi-weekly*	2,154.79	2,271.15	2,393.79	2,523.05	2,659.30	2,802.90
			CCPOA	*Annually*	56,024	59,050	62,238	65,599	69,142	72,875
Property/Evidence Tech	D	D	CCPOA	*Hourly*	28.2816	29.8088	31.4185	33.1151	34.9033	36.7881
			CCPOA	*Bi-weekly*	2,262.53	2,384.70	2,513.48	2,649.21	2,792.26	2,943.04
			CCPOA	*Annually*	58,826	62,002	65,350	68,879	72,599	76,519
Community Service Ofcr	E	E	CCPOA	*Hourly*	29.6283	31.2283	32.9146	34.6920	36.5653	38.5399
			CCPOA	*Bi-weekly*	2,370.27	2,498.26	2,633.17	2,775.36	2,925.23	3,083.19
			CCPOA	*Annually*	61,627	64,955	68,462	72,159	76,056	80,163
Record Specalist II	NEW 2025	F	CCPOA	*Hourly*	31.4077	33.1037	34.8913	36.7754	38.7613	40.8544
			CCPOA	*Bi-weekly*	2512.62	2,648.30	2,791.31	2,942.04	3,100.91	3,268.35
			CCPOA	*Annually*	65,328	68,856	72,574	76,493	80,624	84,977
Police Officer	F	G	CCPOA	*Hourly*	35.8284	37.7632	39.8024	41.9517	44.2171	46.6048
			CCPOA	*Bi-weekly*	2,866.27	3,021.05	3,184.19	3,356.14	3,537.37	3,728.39
			CCPOA	*Annually*	74,523	78,547	82,789	87,260	91,972	96,938

APPENDIX B – Lateral Officer Salary Scale

BENCHMARK	WAGE SCALE STEP	YEARS OF LAW ENFORCEMENT EXPIENCE
NA		
NA		
NA		
2-year up to 3-year officer	Step Three Pay	New Hire; 2+ years experience
3-year up to 4-year officer	Step Four Pay	3+ years experience
4+ year officer	Step Five Pay	4+ years experience
4+ year officer and Off probation	Step Six Pay	5+ years experience

City of West Linn

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The hourly rate is based on the negotiated salary. Employees are regularly scheduled for 2080 hours per year.
Steps are 5.4% apart

RESOLUTION 2025-16

A RESOLUTION AUTHORIZING THE CLACKAMAS COUNTY PEACE OFFICERS ASSOCIATION (CCPOA) COLLECTIVE BARGAINING AGREEMENT FOR POLICE SERGEANTS

WHEREAS, the City's management team engaged in contract negotiations with members of the CCPOA negotiating teams for Police Sergeants to define terms of a new collective bargaining agreement; and

WHEREAS, the City's management team and Clackamas County Peace Officers Association engaged in bargaining from June to October 2025, for a successor agreement effective for July 1, 2025; and

WHEREAS, the negotiating teams arrived at an agreement without Mediation and it was voted on and ratified by union members in late October; and

WHEREAS, in the past, the City Council has voted to ratify a collective bargaining agreement between the City of West Linn and the Clackamas County Peace Officers Association (CCPOA) union representing the City's police department.

NOW, THEREFORE, THE CITY OF WEST LINN RESOLVES AS FOLLOWS:

SECTION 1. This Resolution authorizes the three-year collective bargaining agreements between the City and the CCPOA union representing the Police Sergeants, which is effective July 1, 2025 – June 30, 2028.

SECTION 2. This contract shall be effective, in part, retroactively to July 1, 2025.

This resolution was PASSED and ADOPTED this _____ day of _____, 2025, and takes effect upon passage.

_____
RORY BIALOSTOSKY, MAYOR

ATTEST:

_____
KATHY MOLLUSKY, CITY RECORDER

APPROVED AS TO FORM:

_____
CITY ATTORNEY

TENTATIVE INTERLINEATED AGREEMENT BETWEEN

THE CITY OF WEST LINN, OREGON

AND

CLACKAMAS COUNTY PEACE OFFICERS' ASSOCIATION
WEST LINN POLICE DEPARTMENT SERGEANT'S UNIT

EFFECTIVE 20**25**~~24~~ – 2028 ~~2025~~

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ARTICLE 1 – PREAMBLE - CCL

This Agreement is between the City of West Linn, Oregon, hereinafter referred to as the "City," and the Clackamas County Peace Officers' Association West Linn Police Department Sergeant's Unit, hereinafter referred to as the "Union."

ARTICLE 2 – RECOGNITION - CCL

The City recognizes the Union as the exclusive bargaining representative for all probationary and regular employees who are regularly scheduled to work twenty (20) or more hours per week in the classification of Sergeant. The bargaining unit excludes those classifications within another bargaining unit, supervisory, confidential, regular part time employees working less than 20 hours per week, and temporary employees working less than 1040 hours per calendar year.

ARTICLE 3 - PART-TIME EMPLOYEES - CCL

Part-time employees who are regularly scheduled to work twenty (20) hours or more per week shall receive all benefits provided by this Agreement. However, benefits shall be prorated based on budgeted FTE.

ARTICLE 4 – RESERVED - CCL

ARTICLE 5 – SENIORITY

A. Definition. Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous, full-time service in their current job classification since their last date of hire, less any adjustments due to layoff, and leaves of absence without pay, for more than ninety (90) consecutive days, unless otherwise agreed by the City in writing or required by law. Part-time employees shall receive a prorated seniority.

   Seniority shall apply to the following employment decisions:

   1. Layoff and Recall. Employees shall be laid off and recalled by seniority in accordance with Article 8 – Layoff. If hired as a lateral Sergeant, prior credit for law enforcement experience does not apply towards seniority for layoff, shift bidding, vacation preferences or overtime assignments.

2. Shift Bidding. Employees are entitled to use their seniority to bid for shift preferences in accordance with Article 19 – Hours of Work.

3. Vacation Preferences. Employees are entitled to use their seniority to bid for vacation time off in accordance with Article 31 – Vacations.

4. Overtime. Employees shall be assigned overtime by seniority in accordance with Article 20 – Overtime & Compensatory Time.

B. Reinstatement of Seniority. Seniority shall be restored to those members returning to service as set forth below:

1. Members returning due to layoff, subject to recall limits.

2. Voluntary unpaid leaves of absences for ninety (90) consecutive days or less. If an employee is absent for more than 90 days, the days lost in seniority are those days over 90.

3. Members who are promoted to positions outside the bargaining unit and who return to the bargaining unit within **twelve (12)** ~~thirteen (13)~~ months of promotion, shall have their seniority (time in the bargaining unit) restored.

4. Members who are promoted to positions outside the bargaining unit and who return to the bargaining unit after **twelve (12)** ~~thirteen (13)~~ months of promotion, shall have ½ of their seniority (time in the bargaining unit) restored.

C. Breaks in Seniority. Employees will continue to accrue seniority unless and until their seniority is broken. Seniority will be broken if any of the following events occur:

1. Voluntary resignation or retirement; Discharge of a regular employee for just cause or a probationary employee "at will;"

2. Layoff for more than twenty-four (24) months duration;

3. Continuous absence from work due to an off-the-job injury or illness for more than ninety (90) days or the exhaustion of all the employee's paid leave days, (whichever is greater); except as required by law;

4. Failure to notify the Chief or designee of the employee's intent to return to work pursuant to the provisions regarding recall as per Article 8 - Layoff;

Employees who are serving in the military will continue to receive seniority and reinstatement rights in accordance with applicable law.

ARTICLE 6 – DUES AND PAYROLL DEDUCTIONS - CCL

A. The City and Association recognize that the Association is required to represent every employee covered by this Agreement, making each such employee a recipient of the Association's services.

B. All employees covered under the terms of this Agreement may voluntarily join the Association as a member. The City agrees to deduct each month the dues, fees, costs, charges, assessments, and voluntary payments in the amounts determined by the Association from the compensation of those employees who individually authorize such deductions in writing to the City. Such authorization shall be terminable upon such notice as is specified in the authorization.

   The Association shall certify to the City the amount of dues, fess costs, charges, assessments, and voluntary payments approved by the members of the Association. The aggregate deduction shall be remitted to the Association monthly, no later than ten (10) days after the payday on which the employee deductions are made.

   The City will not be held liable for check-off errors but will make proper adjustments with the Association for check off errors as soon as it is practicable.

   The Association will indemnify and save the City harmless from all suits, actions, and claims against the City or persons acting on behalf of the City whether for damages, compensation or any combination thereof, arising out of the City's faithful compliance with the terms of this Article. In the event of any suit or proceeding brought to invalidate this Article, the Association will actively defend the suit or proceeding. In the event any determination is made by the highest court having jurisdiction that this Article is invalid, the Association shall be solely responsible for any reimbursement.

ARTICLE 7 – MANAGEMENT RIGHTS - CCL

A. Management Rights. The Union recognizes that the City retains all the customary, usual and exclusive rights, decision making, prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the City or any part of it.

   Without limitations, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:

   1. To direct and supervise all operations, functions and policies of the department in which the employees in the bargaining unit are employed, and operations,

functions and policies in the remainder of the City as they may affect employees in the bargaining unit.

2. To close or liquidate an office, branch, operation or facility or combination of facilities, or the relocate, reorganize or combine the work of divisions, officers, branches, operations or facilities for budgetary or other reasons.

3. To determine the need for a reductions or an increase in the work force and the implementation of any decision with regard thereto.

4. To establish, revise and implement standards for hiring, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods and procedures.

5. To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

6. To assign and distribute work within classifications.

7. To assign shifts, work days and work locations.

8. To direct the activities of the Department.

9. To determine the need for and the qualifications of new employees, transfers and promotions.

10. To discipline or discharge consistent with Article 9.

11. To determine the need for additional educational courses, training programs, on-the-job training, and to assign employees to such duties for periods to be determined by the City.

B. Subcontracting. The City shall notify the Union, as soon as possible of the possibility of the City subcontracting out work and/or services currently performed by members of the bargaining unit. Thereafter, the parties shall enter negotiations consistent with ORS 243.698, with the first negotiation session to be scheduled no later than fourteen (14) calendar days of receipt of the City's notice. Should the parties be at impasse following 90 days from the date of the City's notice of the possibility of subcontracting, the parties agree to mediation using an ERB mediator, absent the City's withdrawal of its subcontracting proposal. A mediation session will be scheduled to occur within the next 30 days. Thereafter, the parties will follow the parameters of ORS 243.712, including a final and binding resolution by an interest arbitration.

ARTICLE 8 – LAYOFF – CCL

A. The City may layoff an employee for a shortage of funds, lack of work, contracting out, reorganization or elimination of a program or service. A layoff is defined as an involuntary separation from the City for reasons that do not reflect discredit upon the employee. Layoff shall be by specific job classification and shall be in reverse order of an employee's seniority (from least senior to most senior) within their classification. A layoff out of the reverse order shall only be made by the City if it is based on a retention of special qualifications, which constitute a significant element of the employee's assigned duties, and is also based on bona fide operational needs of the Department. DPSST certifications (Intermediate and Advanced) shall not be considered a special qualification.

B. An employee shall be given written notice of a pending layoff at least fifteen (15) working days before the effective date of the layoff.

C. Employees who have been laid off shall be placed on a recall register in accordance with seniority for a period of twenty-four (24) months from the date of the layoff. Reinstatement shall be offered to those employees on the list for the job classification from which they were laid off in order of seniority (most senior to least senior) possessed at the time of layoff prior to hiring any new employees. Notice of recall shall be made by certified mail, return receipt requested. Employees shall be responsible for keeping the City informed of their correct address.

   Eligibility for recall rights shall be terminated if any of the following occur: (1) failure to respond to such recall notice within ten (10) calendar days of the receipt of the notice as evidenced by the signed receipt (regardless of who signs for the certified mail); (2) failure to return to work within two (2) weeks of response except for unforeseen emergencies; or (3) failure to respond to such recall notice sent to the last address provided to the City through personnel records within ten (10) calendar days of receipt of such notification for twenty (20) days of mailing (whichever occurs later).

ARTICLE 9 - DISCIPLINE AND DISCHARGE

A. Discipline shall include: written reprimands, temporary pay reductions or suspension without pay, demotion and dismissal. Disciplinary action may be imposed upon a non-probationary employee only for just cause. The definition and application of Just Cause for sergeants is subject to applicable law. Temporary pay reductions are intended to be applied as short-term sanctions. The rights and protections set forth in this article shall not apply to disciplinary actions involving probationary employees, except as required by law.

Counseling: Forms of evaluation and counseling are not discipline and may not be protested through the grievance process. These are less formal means of resolving issues related to daily operations or conflicts. Counseling may serve as notice to the employee for future disciplines. Counseling can be maintained in the supervisory file for review for yearly evaluations, but are not placed in the personnel file. Upon request, an employee may review and request copies of counseling documents in their supervisory file. The employee may submit a written rebuttal to the counseling, which will be maintained in the supervisory file with the counseling documents. Nothing in this Article shall be construed to prevent or prohibit the Police Chief or a superior officer from discussing operational matters informally with employees.

B. Pre-Disciplinary Meeting. Prior to imposing an economic disciplinary sanction, the City shall furnish the employees with a statement of findings and policy violations with the range of discipline considered and the opportunity for a pre-disciplinary meeting as provided by policy. The pre-disciplinary notice will include a copy of the investigatory materials relied upon for the disciplinary sanction considered, with the exception that in particular cases involving especially confidential or sensitive information, the parties will discuss the appropriate disclosure. The pre-disciplinary meeting is an opportunity to respond to the charges at an informal meeting, which may be recorded, that is attended by the person or persons having authority to impose the proposed disciplinary action as provided by applicable law.

   If the proposed disciplinary sanction is a written reprimand, the officer will be provided an opportunity to have an informal meeting with the decision maker prior to final imposition. An employee may have an Association representative present at their election.

C. Probationary **new hire** employees may be disciplined or discharged "at will." The rights and protections set forth in this article shall not apply to disciplinary actions involving probationary employees, except as required by law. Discipline or Discharge of probationary employees/"at-will" employees is not subject to grievance.

D. Administrative Investigations. In the event of any investigatory interview of an employee, which the employee reasonably believes may lead to disciplinary action, the following shall take place:

   1. At least 24 hours prior to an investigatory interview, the employee under investigation shall be informed of the nature of the investigation and of facts reasonably sufficient to inform the employee of the circumstances surrounding the allegations under investigation. Prior to any investigatory interview:

      a. An employee who is involved as a witness to a complaint shall be informed that they are a witness in an investigation and the nature of the investigation.

b. The City will not direct a witness in an investigation not to speak with an Association representative or Association attorney.

c. The City will not direct an employee who is a subject of an investigation not to speak with an Association representative or Association attorney.

2. Any investigatory interview of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise. Unless the seriousness of an investigation requires otherwise, the interview must be conducted when the employee is on duty or during the employee's normal working hours. If the interview is conducted when the public safety officer is off duty, the employee will be compensated accordingly.

3. The interview shall take place at a West Linn City facility, except when impractical. At the employee's request, the employee may have a Union representative/ Attorney present during the interview consistent with *Weingarten.* The employee shall have the opportunity to consult with a Union representative or Union Attorney. Their presence shall not delay the interview more than four hours. The Union representative shall not be a person subject to the same investigation or a witness to the event under investigation.

   a. No more than two interviewers at a time may question the employee. The interviewers will inform the employee of their authority to compel a statement and of the identity of the investigators and all persons present during the interview. In a compelled interview solely for noncriminal purposes, an employee who refuses to respond to questions or to be interviewed must be informed that refusal may lead to disciplinary action.

4. The interview may not last an unreasonable amount of time, taking into consideration the gravity and complexity of the matter under investigation. The employee shall be entitled to such reasonable intermissions as requested for personal necessities, meals, telephone calls and rest period.

5. All interviews will be audio recorded by the City. The employee or Union may also audio record the interview. The parties agree to share recordings upon request. Audio recordings will not be shared with other witnesses during the period of time the investigation is pending. Upon request, the City will furnish the employee with a transcript of any audio recording that has been transcribed by the City. If the employee is required to engage in a subsequent interview, the City will provide an audio copy, or transcript if applicable, prior to the subsequent interview.

6. Consistent with Oregon law, no employee covered by this agreement will be required to take or be subjected to any polygraph examination (or similar lie-

detector test) as a condition of continued or continuous employment, unless the employee freely requests such an exam or test.

7. The employee shall not be subjected to any offensive language, nor shall the employee be threatened with dismissal, transfer, or other disciplinary punishment as a guide to attempt to obtain their resignation; nor shall the employee be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.

8. As soon as it is determined that the public safety officer may be charged with a criminal offense, the officer must be informed of the officer's right to consult with criminal defense counsel with respect to the criminal charge.

9. In a disciplinary or administrative investigation, the public safety officer's chosen representative may not be required to disclose, or be subject to disciplinary action for refusing to disclose, statements made by the officer to the representative for purposes of the representation.

10. The safeguards provided in Section E of this Article do not apply to: The questioning of a public safety officer in the normal course of informal verbal admonishment by, or other routine or unplanned contact with, a supervisor or other public safety officer; or an investigation concerned solely with alleged criminal activities.

E. General Provisions related to Discipline.

1. Policy. All employees are subject to disciplinary action for failing to adhere to or follow West Linn Police Department Policy & Procedures Manual.

2. Complaints. In cases where a complaint is filed against an employee, the employee shall be advised of the complaint consistent with policy and subject to applicable law.

3. Use of Force Situations: When an employee is involved in the use of deadly force, the employee will give a brief public safety statement to the supervisor to help identify any potential witnesses and the scope of the scene.

    a. Employees involved in the use of deadly force shall be advised of their rights and allowed to consult with an Association representative and/or attorney prior to being required to give an oral or written statement about the use of force. Such right shall not unduly delay the giving of the statement. This section does not apply to the public safety statement permitted in Section 9 above.

4. Wellness Counseling. Any employee involved in a traumatic incident or an incident involving the use of deadly force will have the opportunity to meet with a

professional counselor following a trauma incident or an incident for the purpose of debriefing/counseling. The debriefing sessions(s) shall be covered by the doctor/patient privilege and information disclosed in these session(s) shall be confidential and not be attainable or useable by the City.

The professional debriefing counseling will be provided through workers compensation, the City's employee assistance program or the City's health insurance program. If a qualified counselor(s) is not available through workers' compensation, the employee assistance program or the employee's health provider, the employee may request authorization from the City to choose the counselor(s) the employee wants to visit.

Any reasonable cost of pre-approved professional debriefing counseling not paid through workers' compensation or the City's health insurance program will be paid by the City. The City reserves the right to determine what constitutes reasonable cost. It is understood and agreed that this provision does not negate the City's right to require an employee to submit to a fitness-for-duty examination by a professional counselor of the City's choosing as a condition of return to work following a trauma incident or incident involving the use of deadly force.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURES

A. Grievance. A grievance, for the purpose of this Agreement, is defined as a dispute regarding the meaning of or interpretation of a particular clause of this Agreement, or regarding an alleged violation of this Agreement.

STEP I

Informal

The grievant will first discuss the grievance with the grievant's immediate supervisor prior to formally submitting the grievance in writing.

Formal

If the issue is not resolved at the informal level, the grievant shall submit the grievance in writing to their immediate supervisor within twenty-one (21) calendar days of the date the grievant knows or should have known of the alleged grievance. The notice grievance shall include:

1. A statement of the grievance and the relevant facts;
2. The provision(s) of the Agreement allegedly violated; and

3. The remedy sought.

The supervisor shall respond to the grievant in writing within ten (10) calendar days of receipt.

STEP II

If the grievance is not resolved at Step I, the grievant shall submit the grievance in writing to the Police Chief within ten (10) calendar days of the day the immediate supervisor's response is received or is due. Within ten (10) calendar days of receipt, the Police Chief shall respond to the grievance in writing.

STEP III

If the grievance is not resolved at Step II, the grievant shall submit the grievance in writing to the City Manager within ten (10) calendar days from the date Step II's answer is received or is due. The City Manager or designee shall respond to the grievant in writing within ten (10) calendar days from the date the written notice of grievance is submitted to the City Manager.

STEP IV

Mediation: If the Association is not satisfied with the decision provided by the City Manager at Step III, the Association will submit the grievance to mediation within fourteen (14) calendar days from either the City Manager's response or fourteen (14) calendar days from the due date of the response. The parties may mutually agree to a local mediator or use a mediator provided by the Employment Relations Board. Parties agree to share the cost of the mediator. Unless otherwise agreed by the parties, the period for mediation will be limited to 120 days, starting from timely notice of mediation by the moving party. The parties must meet at least one time and agree to meet in good faith to resolve the dispute. Termination cases are not subject to the mediation process and may move to the next step. The parties may mutually agree to forego mediation.

STEP V

If the grievance is not resolved at Step IV or Step III for termination cases, the Union shall submit a written request to the City Manager, within ten (10) calendar days from the conclusion date of mediation or the date Step III's answer is received in a termination case, stating their desire to invoke the arbitration procedure.

B. Arbitration:

1. For Grievances Not Involving Discipline of a Sworn Officer. After the grievance has been so submitted, the parties or their representative shall either singularly or jointly request from the State Employment Relations Board a list

of seven (7) arbitrators who reside or maintain an office in Oregon/Washington. The parties shall select an arbitrator from the list by mutually agreeing to an arbitrator or by alternatively striking names. The parties shall, by lot, determine which part shall strike the first name objectionable to it. The final name on the list shall be the arbitrator.
For grievances involving discipline of a sworn officer, the arbitrator will be selected consistent with applicable law.

The arbitrator shall be asked to submit the award within thirty (30) calendar days from the date of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision shall be final and binding.

2. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted to the arbitrator in writing by the City and Union, and shall have no authority to make a decision on any other issue not so submitted. **For grievances involving disciplinary action imposed for a sworn officer, the arbitrator will adhere to the requirements of 243.808 and applicable law.**

3. The cost of the arbitrator shall be borne by the losing party as determined by the arbitrator. Each party shall bear the cost of presenting its own case.

C. Rules:

Rules governing the grievance procedure shall be as follows:

1. It shall be the goal of the parties in the grievance procedure to resolve grievances at the lowest possible step.

2. Any time limit specified in the grievance procedure may be waived by mutual written consent of both parties.

3. Failure by the City to submit a reply within the time limits specified in the Agreement will allow the matter to be advanced by the Association to the next step in the procedure. Arbitration shall not be invoked unless and until both parties are fully aware in writing.

4. Failure of an employee to submit a grievance in accordance with the time limits specified herein shall constitute an abandonment of the grievance.

ARTICLE 11 - CITY SECURITY - CCL

No employee covered by this Agreement shall engage in a work stoppage, slowdown or strike. Any member of the bargaining unit engaged or participating in a strike (less than full and faithful performance of duties) shall be subject to immediate and selected dismissal at the discretion of the City.

ARTICLE 12 - NON DISCRIMINATION - CCL

A. Employee Rights. Employees shall have the right to join and participate in the activities of the Union for the purpose of representation on matters of employee relations. Employees shall have the right to refuse to join or participate in the activities of the Union. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Union or its members because of the exercise of these rights.

B. Non-Discrimination. The provisions of this Agreement shall be applied equally to all members in the bargaining unit without discrimination as to age, marital status, sex, disability, race, color, creed, religion, national origin, union affiliation, political affiliation or other protected status or protected activity in accordance with applicable law, and as negotiated in this agreement.

C. Cooperation in Processing Complaints. In the event a discrimination complaint is made against either party to this Agreement, the parties agree to cooperate with each other by providing information relative to the complaint. Neither the City nor the Union, by entering into this Agreement, will prevent any employee from presenting a claim of alleged discrimination.

ARTICLE 13 - OUTSIDE EMPLOYMENT - CCL

No employee covered by the terms of this Agreement shall accept other additional employment in any occupation, self-employment or outside activity which is not in conformance with West Linn Police Department Policy and Procedures Manual, and is incompatible with the employee's employment with the City of West Linn. The Police Chief may, for sufficient reason, require an employee to cease performing any employment outside that employee's employment with the City.

ARTICLE 14 – TRAINING - CCL

A. General Policy. The City is committed to the principle of training for all employees. Said training shall be provided insofar as it does not adversely affect and interfere with the orderly performance and continuity of municipal services within the Police Department. Training shall be scheduled by the Police Chief or designee. Employees will attend training sessions as assigned by the City.

B. Employees shall participate in compensable training outside their regular shift including firearms training and Departmental meetings at times set by the Police Chief.

C. Training. Police Officers shall receive a minimum of thirty-two (32) hours of DPSST and/or accredited training approved by the Training Officer each fiscal year.

Employees required to participate in any teaching and training activities during off duty hours shall be compensated at the overtime rate for actual time spent in teaching with a minimum of two (2) hours of overtime compensation.

Employees required to participate in any meetings during off duty hours shall be compensated at the overtime rate for actual time spent in meetings with a minimum of one (1) hour of overtime compensation.

D. Notification of training credits. Each uniformed employee shall be provided an electronic copy of the official DPSST readout indicating DPSST accredited training hours at least once each year in January.

E. City Payment for Professional Dues and Subscriptions. The City agrees to pay for professional dues necessary for national, regional, state and local associations and organizations the City determines are appropriate. The City retains the sole discretion to discontinue these payments when deemed no longer appropriate without further bargaining obligation.

ARTICLE 15 - PERSONNEL FILE - CCL

A. The City, upon twenty-four (24) hours advance written request, shall provide an employee the opportunity to review their personnel file. Inspection shall occur during non-working hours. The employee shall be allowed to review their personnel file without such notice when the employee is in immediate need of such review. With the exception of the employee's first request in a calendar year, copies of the contents of this file requested by the employee may be charged at the City's standard Public Records request rates. The official personnel file shall be maintained by the Human Resources Department.

Material placed in working or supervisor's files may be utilized for the completion of an employee's annual evaluation. Personnel records will be maintained for at least the minimum time periods consistent with applicable law. The material shall be retained in the same manner as material in the employee's personnel file as described in paragraph "D" of this article.

B. The employee may respond in writing to any item placed in their personnel file. Such written response will become a part of the file.

C. Disciplinary Sanctions. Upon 36 months after imposition of a disciplinary written reprimand, an employee may request Human Resources to remove the disciplinary documentation from their personnel file, absent same or similar conduct occurring during this period. Material removed from a personnel file will not be destroyed. Instead, such material will be placed in a confidential file maintained by the City Manager or designee. Such material will not be used against an employee for the purpose of establishing progressive discipline or further disciplinary proceedings but may be used in any arbitration or civil proceeding for the purpose of establishing consistency of disciplinary action, lack of discrimination, notice or rule, the existence of mitigating circumstances and compliance with legal obligations.

Upon 60 months after imposition of a suspension without pay, an employee may request Human Resources to update the employee's personnel file to note that the suspension without pay is considered stale for the purposes of progressive discipline. This provision does not apply to suspensions without pay that was based in whole or in part on charges of prohibited harassment (e.g. sex, race, and factors consistent with OAR 265-010-0020), criminal conviction, violations of the drug and alcohol policy resulting in a last chance agreement within the last 10 years, excessive use of force, insubordination, or untruthfulness/dishonesty. This provision does not preclude the use of the record in any arbitration or civil proceeding for the purposes of establishing consistency of disciplinary action, lack of discrimination, notice of rule, the existence of mitigating circumstances and compliance with legal obligations.

No such material shall be placed in an employee's personnel file which does not bear the signature of the employee indicating the employee has seen a copy of the material or a notation from a supervisor or manager indicating that a copy of the material was provided to the employee.

Retention of materials. Personnel records will be maintained at a minimum consistent with applicable law.

ARTICLE 16 – UNION BUSINESS - CCL

A. Union representatives shall be allowed access to the employee work area for the purpose of processing grievances or contacting members of the Union.

B. Such representatives shall not enter any work locations without the consent of the division commander or supervisor. Access shall be restricted so as not to interfere with the normal operations of the Department or with the established safety or security requirements.

C. The parties recognize that it may be necessary that a representative of the Union (Designated Representative) carry out Union activities during duty hours. Union activities are those activities which concern the collective bargaining process or administration of the contract consistent with ORS 243.798(1)(a-h). For example, these activities include, but are not limited to: the handling of grievances, and the resolving of issues or matters regarding the current labor contract; responding to the request of the City to meet on any labor-related issue, special meetings with the City and proceedings before the Employment Relations Board or an arbitrator. A Union representative will be allowed to carry out Union activities during duty hours, but the representative shall not be eligible for contractual overtime compensation. Upon agreement with management, the union representative will carry out these activities with minimal impact upon the performance of their regular duties.

   The Union's negotiating team shall consist of no more than two (2) members employed by the City, not including legal counsel or Union representative not employed by the City, as determined by the Union. Should negotiating sessions with the City be scheduled during duty hours, one (1) negotiating team members shall be permitted to attend negotiating sessions without loss of pay, whether during on-duty time or by flexing their regularly scheduled work hours. Pay will be at the straight time rate for such negotiating activities. The date, time and place for negotiating sessions shall be established by mutual agreement between the parties. Contractual overtime will not be paid for bargaining sessions.

   Whenever possible, Union business will be conducted in such a way so as not to interfere with work responsibilities of other employees.

D. Union members will be allowed to attend the equivalent of twelve (12) monthly local membership meetings on duty time. Members attending Union meetings while on duty will limit their attendance at these meetings to one (1) hour and will be expected to respond to their duty responsibilities during the membership meeting. Except for emergency meetings, the Union will schedule these meetings during non-peak periods of the City.

E. Union Officers. The Union shall notify the City Manager in writing no later than the first of July of each calendar year of the names of all officers of the Union. In the event of a vacancy of any official position of this Union, the Union will notify the City Manager in writing of the name(s) of the new officer(s) within ten (10) days after the vacancy is filed.

ARTICLE 17 – SALARY

A. Salary.

Effective and retroactive to July 1, 2025, the wage increase will be increased by 3.0% applied to the base step for all classifications in the wage scale. Steps are 5.4% apart.

Effective July 1, 2026, the wage increase will be increased by the average of the 1st and 2nd half reported CPI-W for Urban Wage Earners and Clerical Workers for Western Cities - B/C for 2025 with a minimum of 2% and maximum of 4%. Steps are 5.4% apart.

Effective July 1, 2027, the wage increase will be increased by the average of the 1st and 2nd half reported CPI-W for Urban Wage Earners and Clerical Workers for Western Cities - B/C for 2026 with a minimum of 2% and maximum of 4%. Steps are 5.4% apart.

~~Effective and retroactive to July 1, 2024, the pay period following execution, the base hourly wage rate for Step 1 for the classification will be increased for a cost of living adjustment by 4% as provided in Appendix A.~~ Steps are 5.4% apart. Steps are earned yearly based on promotional date or date of hire to the classification of Sergeant.

~~*With 4% COLA increase at Step 1.*~~

~~*Step 1: $40.64*~~
~~*Step 2: $42.84*~~
~~*Step 3: $45.15*~~
~~*Step 4: $47.59*~~
~~*Step 5: $50.16*~~
~~*Step 6: $52.87*~~
~~*Step 7: $55.74*~~

In addition to an employee's regular compensation, the City pays **4.5%** ~~4%~~ to all Sergeant's base hourly rate in lieu of a direct payment by the City to an employee's individual deferred compensation plan.

~~Effective upon execution of this agreement, all employment contracts with individual employees inclusive of all benefits and compensation provided therein are voided.~~

B. Administration Plan.

1. Internal Promotion. A sworn officer who is promoted from a lower classification within the Department will be placed at a step on the Sergeant hourly wage rate scale that is at least 5% more than the employee's current base hourly rate in accordance with all applicable law.
2. New Hire Sergeant/Lateral: A new hire from another law enforcement department will be placed on the hourly wage rate scale as follows:

Previous law enforcement experience	Step:
60-120 months	Step 4
121-240 months	Step 5
241 months or more	Step 6

A lateral Sergeant hire is one who is Oregon DPSST certified or out of state equivalent, as determined by the City, who left in good standing from another law enforcement agency with at least 60 months of continuous law enforcement experience consistent with DPSST certification standards.

C. Education and DPSST Certification Pay.

For a Sergeant with the following credentials, the employee will receive an additional percentage premium of their base hourly wage rate.

Associate Degree (A.A.)/2 years College.....2%
Intermediate DPSST Certification 5%
Intermediate DPSST Certification with A.A. /2 years of College 7%
Bachelor's Degree 10%
Advanced DPSST Certification.....10%
Advanced DPSST Certification with A.A. /2 years of College.....12%
Intermediate DPSST Certification with Bachelor's Degree.....13%
Advanced DPSST Certification with Bachelor's Degree 17%

Note: The certification and education premiums are not cumulative, but certification pay will be combined with approved educational pay. All percentages **are** calculated on employee's current base **hourly wage** pay step. *(bargaining note: Current practice is that payroll software calculates incentives off of hourly rate)*

Eligibility for education and certification pay will commence on the first day of the payroll period immediately following a written request and proper verification are provided to the City.

In order to be eligible for education pay and certification pay, an employee must submit a written request for such pay, accompanied by verification of eligibility. Verification of eligibility for educational pay requests must be made as follows:

1. Submission of documentation indicating the successful completion of an Associate's Degree from an accredited institution, or the completion of a minimum of two (2) years of college which is found to be equivalent to an Associate's Degree;

2. Submission of documentation indicating the successful completion of a Bachelor's Degree from an accredited institution of higher learning.

D. Premium Assignment Pay.

1. Sergeants assigned as a Detective Sergeant will receive an additional five percent (5%) of their base hourly wage while assigned as a Detective Sergeant. The Chief retains the sole discretion to assign and remove a Detective Sergeant from their assignment without grievance or further bargaining obligation.
2. A Sergeant who is assigned the duties of a higher classification will receive an additional 10% of their base hourly rate wage for those hours worked while assigned.
3. Field Training Officer: Sergeants assigned as "Field Training Officers" shall ~~be granted the equivalent of an additional~~ **receive an additional twelve percent (12%) of their base hourly wage for the hours assigned**. ~~25 (1/4) hour overtime pay (in accordance with Article 20) for any portion of a two-hour assignment in that capacity.~~ FTO assignment pay is not subject to the cap in Section E.
4. Sergeants assigned as a Motorcycle Officer will receive an additional five percent (5%) of their base hourly wage assigned as a Motor Officer. This premium is only for the assignment as a Motorcycle Officer and does not apply to Sergeants who supervise the assignment.
5. School Resource Officer: Sergeants assigned as "School Resource Officer" will receive an additional five percent (5%) of their base hourly wage as a School Resource Officer. This premium is only for the assignment as an SRO and does not apply to Sergeants who supervise the assignment.

E. Maximum Additional Pay Provision. The maximum combined pay premiums under Section C – Education and DPSST Certification Pay and under Section D – Premium Pay is twenty-two (22%) of the employee's base wage.

F. Deferred Compensation. The City offers a deferred compensation plan to individual employees. An employee may elect to make payments to the plan by providing notice of payroll deductions to the Finance Department. Deductions are subject to plan rules and regulations. The City accepts no liability for the success or failure of individual investment programs. This section is subject to applicable tax rules.

G. Longevity Premium Pay. Employees with at least eighty-four (84) months of continuous service with the West Linn Police Department will receive an additional two percent (2%) of their base wage hourly per pay period. Longevity is not subject to the cap in Section E.

Longevity VEBA Incentive: Effective January 1, 2026:

The City recognizes the enhanced benefits of tenured employees with the Department as well as a common goal to assist employees with current and prospective health care benefits. In efforts to meet both objectives, the City provides a longevity incentive with contributions towards an HRA/VEBA account to individual employees. Bargaining unit employees with continuous service with the police department are eligible for the following HRA/VEBA contribution to their individual accounts:

For full-time employees:

0-60 months completed	**$175/month**
61 months to 120 months completed	**$290/month**
121 months to 180 months completed	**$370/month**
181+ months	**$490/month**

VEBA contributions are prorated for part time employees based on their budgeted FTE status.

ARTICLE 18 – PAYROLL INFORMATION - CCL

In addition to the payroll information required by law, employees shall be provided a payroll statement for each pay period that shall provide to each employee the following information:

1. The employee's accumulated vacation leave.
2. The employee's accumulated sick leave
3. The employee's accumulated compensatory time off in lieu of overtime.
4. Holiday in lieu accrual.

ARTICLE 19 – HOURS OF WORK

A. Regular Hours. The regular hours of work each day shall be consecutive.

B. Work Week. The workweek shall consist of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off duty. The City may elect a workweek based on four (4), ten (10) hour days followed by three (3) days off duty.

C. Workday. All employees shall be scheduled to work on a regular shift and each shift shall have a regular starting and quitting time, except for emergency situations. A workday shall for purposes hereof begin at 12:01 a.m. on the beginning calendar day of the employee's scheduled shift. The City at its discretion may revise the starting and quitting time and shift assignment of an employee to meet the needs of the City following ten (10) calendar days' notice.

D. Rest Periods. Except in cases of emergencies, two (2) rest periods, fifteen (15) minutes each, shall be permitted to all employees, preferably midway between each half of the assigned workday. An employee shall not be allowed to shorten their workday or lengthen their lunch period by not taking their rest periods, except on occasion with prior supervisory approval.

E. Meal Periods. Employees will be granted a meal period during their working shift, during which time employees are subject to call when needed. Each employee shall have a thirty (30) minute paid working lunch break within each workday, except in cases of emergency. Employees not on regular duty (i.e., attending school, seminar, conference, etc.) will not be eligible for a meal period during the working time unless the seminar, class, etc. continues through the lunch period.

F. Voluntary Shift Trade. Employees may voluntarily trade work shifts with each other with the permission of their supervising officer provided such trade does not result in overtime work.

G. Shift Bidding. Shifts are six months long (currently October to March, April to September). Shift bidding will occur two calendar months preceding the six-month shift duration**: February 1st for April through September and August 1st for October through March.** ~~for two, six (6) month bids (every February).~~ For each six (6) month bidding, management will assign each shift a regular starting time, ending time and the days off based upon management's determination of operational needs (the Department's need to provide police services in an appropriate manner, time and with adequate safety for all, police officers and citizens.)

Bidding will be by seniority as defined in Article 5. A "shift assignment" is an assignment based on a set schedule, such as "day" shift, "swing" or "graves."

Sergeants assigned as traffic officers, School Resource Officers (SROs), Detectives or any other specialty assignment are not eligible to bid unless their transfer to the patrol division will occur in the "bidding months" – September and March.

1. Shift and Days Off.

If it is necessary for the City to fill vacancies or otherwise adjust the shift staffing levels during each six (6) month term of a shift bidding, the City may fill those vacancies as follows:

a. Ask for volunteers to fill the vacancies and award based on the seniority and qualifications of the volunteers.

b. If sufficient volunteers are not available to meet the staffing needs, the Association representative shall be personally notified and shall have forty-eight (48) hours from the City's notification to request a full shift bidding opportunity. If the City is unable to make contact with either shop stewards, it shall contact one of the two individuals next designated by the Association as its acting representative.

c. If such a request is not made, the City shall make the changes it deems necessary to ensure adequate coverage for all shifts. In making such changes, the City will make a good faith effort to affect the least senior employee(s) whenever possible, consistent with the Department's operational and training needs.

2. Probationary employees will be scheduled at the discretion of the City and may be assigned and rotated to any shift schedule or position on shift.

3. Shift Rotation Adjustments.

The City shall schedule employees for a minimum of eighty (80) hours within the fourteen (14) day period. The Department and employee, with notice to the Association, may agree to adjust the employee's work schedule and/or days off during this 14-day period to ensure the employee is scheduled for a minimum of 80 hours within the 14-day period. In order to be eligible for bidding, a Sergeant shall meet all of the following criteria:

a. Successful completion of the probationary period;

b. Possession of a basic or higher DPSST certificate;

c. Twenty-four (24) months of experience transferable to law enforcement as determined by using reasonable criteria; and

d. Be on continuous shift assignment;

Sergeants who have accepted specialty assignments; such as, but not limited to, Detective, School Resource Officer, and motorcycle duty shall not be eligible for the shift bidding. If there is more than one (1) person assigned to motorcycle duty, deployment of duty will be determined by seniority of officers so assigned and approved by deploying supervisors.

ARTICLE 20 – OVERTIME AND COMPENSATORY TIME

A. The following shall be regarded as hours worked for the purpose of computing overtime hours for employees: time off in lieu of holidays; vacation leave; paid sick leave; time on the job; and time participating in activities, training, briefings, meetings or other conferences if so directed by the City.

B. The City and the Union agree to utilize the following provisions in determining compensation for overtime.

All authorized work shall be compensated at the rate of time and a half for work under the following conditions:

1. Employees assigned to a 5-8 schedule shall receive overtime credit for any work after eight (8) hours on any workday.

2. Employees assigned to a 4-10 schedule shall receive overtime credit for any work after ten (10) hours on any workday.

3. All work performed in excess of forty (40) hours in any workweek

Overtime Compensation. Overtime shall be compensated at the rate of time and one half an employee's regular rate of pay, including **all incentives earned.** ~~base salary rate plus education, certification and premium assignment incentive pay.~~ Upon mutual agreement of the employee and the City, the employee may receive compensable compensatory time in lieu of overtime payments. The compensatory time accrual bank balance will be reviewed once a month, immediately following the end of the first payroll cycle of the month. Any compensatory time accrual above 40 hours will be paid to the employee's VEBA account at the end of the second payroll cycle of the month. *(bargaining note: For Sworn employees, the City intends to limit eligibility for compensatory time to mandatory shift coverage as assigned and voluntary shift coverage. The City is not precluded from continued mutual agreement for compensatory time for any assigned overtime)*

~~Payment towards VEBA includes the monetary value of base salary rate plus education, certification and premium assignment incentive pay~~. VEBA payments made on behalf of the employee will be made at the same time as regularly scheduled monthly city contributions to VEBA, with the method of payment of the City's choosing. Conversion statements will be provided to an employee by the City for each payroll cycle that a payment is made to the employee's VEBA account. Complete VEBA statements are provided to the employee by HRA-VEBA.

Payment for Overtime. If an employee is paid in compensation, through payroll, for accrued compensatory time, payment will be at the regular rate earned at the time the employee receives the payment. If the payment is received upon separation of employment or death of the employee, then the unused compensatory time will be paid

to the employee or heirs, whichever the case may be, at the higher of; (a) the average regular rate earned by the employee during the last three (3) years of employment, or (b) the final regular rate earned by the employee. If the law which controls payment of compensatory time changes, the parties agree to open negotiations on this provision.

C. Employees required to participate in any teaching activities outside of their regularly scheduled shift schedule, shall be compensated at the overtime rate for actual time spent in teaching with a minimum of two (2) hours of overtime compensation.

Employees required to participate in any meeting outside of their regularly scheduled shift schedule, shall be compensated at the overtime rate for actual time spent in meetings with a minimum of one (1) hour of overtime compensation.

D. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

E. Assignment of Overtime. When overtime opportunities or shift vacancies are created, they will be filled by seniority among bargaining unit personnel, under the following conditions:

1. The City will provide employees notice of overtime opportunities. The City will generally provide notification through a centralized electronic communication system. This does not preclude the City from directly contacting employees when necessary. Electronic communications will occur during the hours of 6:00 am and 10:00 pm, with the exception of unforeseeable circumstances. The City will make best efforts to hold over or extend shifts prior to calling in overtime.

2. Shift Continuation. When an overtime need exists, and the start time is a continuation of the present shift, as set forth by Article 21, the overtime will first be offered to on duty bargaining unit members. If not filled, the overtime will then be offered to off duty bargaining unit members. If not then filled, overtime assignments may be offered to Lieutenants or Captains prior to assigning the overtime to the least senior on duty bargaining unit member. If the least senior Sergeant is not able to report to duty, the City may proceed with assignment based on inverse order of seniority.

3. Overtime Assignment. When an overtime need exists and the start time is within four (4) hours, the assignment of overtime will be offered to bargaining unit members by seniority. Overtime assignments may be offered to Lieutenants (if applicable), and Captains prior to assigning the overtime to the least senior bargaining unit member. If the least senior officer is not able to report to duty, the City may proceed with assignment based on inverse order of seniority. For voluntary overtime, employees must accept the entirety of the overtime shift/hours offered, unless otherwise mutually agreed by a supervisor.

4. Bargaining unit members will have one (1) hour to respond to an overtime callout if the need is less than four (4) hours away.

5. Bargaining unit members will have two (2) hours to respond to an overtime call out if the need is more than four (4) hours away and less than 24 hours.

6. Bargaining unit members will have four (4) hours to respond to an overtime callout if the need is more than twenty-four (24) hours away.

7. Overtime needs with a start time more than seventy-two (72) hours away, shall be posted electronically. Bidding closes at 72 hours prior to the posted start time. Bumping will be permitted with notice to the affected member being the responsibility of the member doing the bumping. Bumping will not occur when there is less than seventy-two (72) hours before the start of the shift.

8. The member doing the bumping must contact a supervisor to change the schedule.

9. If a member accepts overtime and later decides to decline the accepted overtime, the member must contact a supervisor to remove them from the schedule at least seventy-two (72) hours before the scheduled shift commences. If within seventy-two (72) hours before the scheduled shift commences the employee who accepted the overtime assignment decides not to accept the overtime, it is the employee's responsibility to find a suitable replacement. However, members who are unable to perform their duties due to health-related reasons under Article 26 or an emergency situation and call in to report their absence, then the supervisor will find a replacement.

ARTICLE 21 – CALL IN TIME - CCL

Whenever an employee is called back to work, the employee shall be paid at the overtime rate (Article 20(C)) with a minimum of four (4) hours for each call back at the overtime rate.

On a scheduled workday this minimum shall not apply if the call back assignment begins one (1) hour or less before the start or after the end of the employee's regular shift, in which case employees will be paid a minimum of one (1) hour at the overtime rate as provided by Article 20. This provision does not apply to shift extensions.

Except in an emergency, an employee shall be released from duty immediately upon cessation of the event that required the call back.

Telephone calls: If the City makes a work-related telephone call to a Sergeant outside of regular work hours, and the Sergeant is required as a result to perform work for the City, the Sergeant shall be compensated for the actual time worked on the telephone call, rounded up to the

nearest 15 minutes. Phone calls to an officer for the purpose of asking the Sergeant if they are available to perform extra work or for matters that are de minimus in time are not compensable. De minimus is generally for calls of less than 5 minutes.

Payment for a call back and "telephone calls" are separate timekeeping events.

On-Call Assignment: A Sergeant may be assigned "on-call" status. When assigned on-call status, the employee must be readily available to respond to calls and report to work within one hour. Time assigned on-call is not considered compensable hours worked. In consideration for this assignment, employees will receive 24 hours of Sergeant Leave per fiscal year. Sergeant leave must be used in the fiscal year earned and is not compensable upon separation of employment.

ARTICLE 22 – COURT APPEARANCES - CCL

Call back for court appearance is to be compensated at the overtime rate (Article 20(c)) for a minimum of four (4) hours. This minimum shall not apply if the court appearance begins one (1) hour or less before the start or after the end of the employee's regular shift, in which case employees will be paid one (1) hour at the overtime rate as provided by Article 20.

Except in an emergency, an employee shall be released from duty immediately upon cessation of their need to attend specific court appearance which required the call back.

ARTICLE 23 – JURY DUTY - CCL

A. In the event any employee is duly summoned to any court for the purpose of performing jury duty, the employee shall receive their regular compensation for any regularly scheduled working hours spent in actual performance of such service Employees who are released from jury service or who complete such service are required to promptly notify their supervisor for assignment for the remainder of their workday and/or subsequent shifts.

B. Any appearance fees or similar monies received by the employee from the Court for the performance of jury duty, shall be turned over to the City.

ARTICLE 24 - PUBLIC EMPLOYEES RETIREMENT SYSTEM - CCL

The City agrees to participate in the Oregon State Public Employees Retirement System (PERS) to pay the City's amount required into each employee's PERS or OPSRP account. The City shall "pick up," assume and pay a six percent (6%) average employee contribution to the Public Employees

Retirement Fund for the employee members then participating in the Public Employees Retirement System as authorized by PERS/OPSRP statutes and regulations. Such "pick up" or payment of employee member monthly contributions to the system shall continue for the life of this Agreement. The full amount of required employee contributions "pick up" or paid by the City or behalf of the employees pursuant to this Agreement shall be considered as "salary" within the meaning of PERS/OPSRP statutes and regulations for the purposes of computing an employee member's "final average salary" but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to PERS/OPSRP statutes and regulations. Such "picked up" or paid employee contributions shall be credited to the employee accounts pursuant to PERS/OPSRP statutes and regulations and shall be considered to be employee contributions. ~~*(PERS actually has two statutes: ORS 238 and 238A. The latter is for OPSRP)*~~

ARTICLE 25 - INSURANCE

A. Medical Insurance.

The City shall pay ninety percent (90%) of the cost of premiums for medical insurance with the employee paying the remaining ten percent (10%) of the premiums through payroll deductions for each eligible employee (pro-rated for part-time employees) and their eligible dependents. In the event the City changes carriers, the level of benefits shall remain comparable.

The City and the CCPOA agree to meet on a yearly basis to review the medical/dental coverage and their associated costs to help find ways to lower and or reduce costs of future increases.

Dental Insurance.

The City shall pay ninety percent (90%) of the cost of premiums for dental insurance with the employee paying the remaining ten percent (10%) of the premiums through payroll deductions for each eligible employee (pro-rated for part-time employees) and their eligible dependents. In the event the City changes carriers, the level of benefits shall remain comparable.

B. The City shall provide a $60,000 life insurance plan for each Sergeant. In addition, the City shall provide $2,000 coverage for spouses and dependents of all employees.

C. The City shall continue to provide long-term disability (LTD) plan for all employees covered by this Agreement. The LTD plan shall provide a benefit of 50% of wages up to $4,000/mo. for each member (pro-rated for part-time employees).

D. The City shall provide false arrest, liability and malicious prosecution insurance covering all employees coming under the terms of this Agreement.

E. Domestic Partners. Health insurance coverage provided in this Article for domestic partners is limited to Registered Domestic Partners under ORS 106.300 et seq.

F. Voluntary Employee Beneficiary Account (VEBA). The City will establish a VEBA for the employees covered under this Agreement. Contributions to individual employee VEBA accounts shall be made in accordance with the terms of this Agreement, as authorized by Internal Revenue Code Section 501(c)(9). The City shall contribute $60 per employee per month into employee's VEBA. **This contribution will end 12/31/25. Refer to Article 17 for VEBA Longevity after 1/1/26.**

G. Legal Defense Plan. For Sergeants, the City will contribute towards the PORAC Legal Defense Plan **(Plan II)** that provides each of its members with an attorney as a direct result of criminal charges, investigation of use of deadly force, or a grand jury appearance against the member arising out of the member's involvement in the scope of regular performance of their duty as an employee for the City.

a. Effective the month following execution of this agreement, the City will contribute up to $8.00 toward the premium for each sworn officer paid by reimbursement of invoice provided by the Union for the "PORAC" Plan.

b. The Union will provide a complete legal defense plan description to the City and written notice to the City of any changes to the plan description. Substantive changes in plan benefits may be subject to notice and bargaining under ORS 243.698.

c. The City recognizes that it is not entitled to the work product of the attorneys involved in this program. The City recognizes there exists an attorney client privilege between the attorney and the member.

ARTICLE 26 - SICK LEAVE

A. Sick Leave Accrual. Employees shall accrue sick leave at the rate of 3.7 hours per 14 day bi-weekly pay period. There shall be a maximum of one-thousand (1,000) hours of accumulated sick leave. Accumulated sick leave beyond maximum accrual of one-thousand (1,000) hours shall be converted to a monetary amount and then transferred to the employee's VEBA.

Sick leave accruals are based on City date of hire meaning total years of continuous service with the City. New hire Sergeants from an outside law enforcement department will be credited with 40 hours of sick leave upon hire.

The employee may use their accumulated sick leave in the event of personal illness or injury; a medical condition which disables the employee; a medical condition which

disables a member of the employee's immediate family; absences due to fatigue as defined in Article 27; or other uses as authorized by applicable law.

B. An employee's immediate family shall include parent, child, spouse or Registered domestic partners (as provided by ORS 106.300), or other persons consistent with OFLA/FMLA/PLO.

C. The City will participate in the PERS Sick Leave Conversion Program in accordance with the provision of ORS 238.350.

Donation of Sick Leave. An employee may make a one-time, voluntary donation of sixteen (16) hours or less, each fiscal year of accrued but unused vacation, sick or compensatory time hours to another employee when the following criteria are met:

1. The donor employee must have forty-eight (48) hours of accrued, unused vacation, sick or compensatory time prior to the donation.

2. The donor employee must voluntarily donate the hours and sign a waiver stating that the donation is voluntary and that the employee waives any right to any pay or time off for the volunteered hours;

3. The donating employee will receive no payment for the donated time; donated leave is forfeited.

4. The waiver must be signed by the donor employee and must be approved by the donor employees supervising officer(s) and the Human Resources Department;

5. The employee to whom the time is donated must have exhausted all of their accrued, vacation, sick leave, holiday in lieu and compensatory time accruals and have documented need of sick leave;

6. The employee receiving the donation will receive the hours of time off and donation of hours cannot be reversed, once approved as described above. Donated time shall be converted on an hour for hour basis; for example, Donor employee voluntarily donates sixteen (16) hours of vacation, sick or compensatory, the employee receiving the donation is credited with sixteen (16) hours of sick leave.

D. Sick Leave Verification. An employee may be required to submit a doctor's certificate or other adequate proof of eligibility for sick leave from an employee's doctor or health care professional whenever the employee's sick leave usage exceeds three (3) consecutive workdays; whenever the City can articulate a good faith concern (e.g., questionable patterns of absence, suspicious explanations, etc.) regarding employee's eligibility to receive sick leave; or a permitted by law. Receipt of verification may be required as a condition of payment. In the event verification is required, out-of-pocket costs billed by the doctor or health care professional to obtain the necessary verification shall be paid

by the City to the extent such costs are not covered by insurance. Verification may be required for absences due to illnesses and injuries of the employee's immediate family members consistent with applicable law.

F. Sick Leave Retirement Benefit. Employees with at least 120 months of continuous service with the West Linn Police Department who retire under PERS **or OPSRP** and who are in good standing with the Department (e.g.: not pending disciplinary investigation), are eligible to receive a contribution to their individual VEBA account in the amount equivalent to their base rate of pay for 50% of their accrued sick leave up to a maximum payment of 500 hours. This provision does not apply to employees who have already retired under PERS **or OPSRP**.

ARTICLE 27 – SLEEP DEPRIVATION AND/OR FATIGUE - CCL

The City and the Union recognize that an employee who is overly fatigued from the lack of sleep is not physically or mentally alert enough to work in the field. The City and the Union also recognize that Sergeants, particularly those assigned to the First Shift (graveyard shift), are subject to circumstances that reduce the employee's ability to get adequate sleep in preparation for working the employee's next shift. These circumstances include court appearances, DMV and/or other administrative hearings, required training or requested meetings with other criminal justice agencies.

In such cases, if an employee has not received at least 8 hours off work between their regular shift and other work-related activity (e.g., court appearances, etc.) and feels overly fatigue:

1. The employee can request to not work their next shift due to fatigue because of inadequate sleep due to conditions or circumstances beyond **their** ~~his/her~~ control.

2. Such employees will be required to submit a Leave Request form and can use any of their accrued time-off benefits, including sick leave.

3. Such leave will be granted, if the employee would be required to report for work with less than eight (8) hours off between their regular shift and is fatigued, even if it required overtime by another employee.

ARTICLE 28 - BEREAVEMENT AND FAMILY MEDICAL LEAVE

A. Bereavement Leave. An employee shall be granted a special paid funeral leave of absence not to exceed 40 hours in the event of a death in the immediate family. This special leave shall not be charged against sick leave, vacation time, or any other accrued leave bank. Leave under this section is concurrent with any leaves provided by OFLA.

B. Extension. Upon approval of the Police Chief, an employee may draw upon, at the employee's discretion, accrued vacation, in lieu of holiday or compensatory time for additional special leave time.

C. Definition of Immediate Family. For the purposes of this Article, an employee's "immediate family" is defined to include the employee's spouse, and the employee and spouse's grandparents, parents, step-parents, guardian, siblings, step-siblings, children, step-children, grandchildren, "domestic partners", any relative residing in the employee's immediate household, and any other person covered under OFLA.

   A domestic partner is limited to Registered Domestic Partners under ORS 106.300 et seq.

D. Family Medical Leave. The City will comply with the Family Medical Leave Act (FMLA), the Oregon Family Leave Act (OFLA), Paid Leave Oregon (PLO) or other applicable law. Eligible employees who are absent from work for FMLA / OFLA / **must use accrued leaves unless exhausted consistent with policy. If using PLO, employees may elect to use accrued leave consistent with policy. When using accrued leaves, the employee must first use accrued sick leave.** ~~PLO qualifying reasons, but are not eligible to receive sick leave benefits will be paid accrued vacation and holiday pay for their absences. In the event an employee does not specify whether they prefer to utilize vacation or holiday pay, holiday pay shall be utilized first, then vacation pay. In the event holiday and vacation leave banks are depleted, an employee may, at their option, utilize compensatory leave.~~

E. Employees who are eligible for PLO, FMLA or OFLA leave shall continue to receive medical, dental, disability and life insurance benefits during the time they are on such leave. Following the expiration of the PLO, FMLA and/or OFLA leave entitlement period, such insurance benefits will continue to be provided as long as the employee continues to have their leave charged against paid leave banks (holiday, vacation, sick leave and compensatory time).

ARTICLE 29 - CLOTHING, EQUIPMENT AND TRAINING ALLOWANCES - CCL

A. The City shall purchase and/or provide uniforms Sergeants covered by this Agreement. New employees will be provided a duty handgun and rifle.

B. Sergeants (including Detectives) who are required to have and maintain a uniform shall receive the sum of four-hundred dollars ($400) annually, subject to applicable withholdings. This money is use for the purchase and/or maintenance of equipment not provided by the City, or for training, and uniform upkeep.

   The City will reimburse up to $150 as needed for replacement or repair of worn footwear for uniform officers. Footwear must be of approved quality and manufacturer. Reimbursement requires a receipt. Footwear purchased under reimbursement is for duty use only.

C. The City shall issue a separate check to employees during the month of July for the above allowance. Deductions shall be made based on current State and/or Federal Law.

D. The City shall provide sworn employees with a vest rated at Threat Level IIIA flexible (with side panels) at the employee's option. The vests shall be replaced per the manufacturer's warranty of performance guidelines (currently five year). So long as the vest satisfies the required threat level, the City shall have discretion in selecting or approving vests including matters such as the supplier, price, make or model of the vests. If a sworn employee wants a vest not selected or approved by the City, it shall be the employee's responsibility to pay any differences beyond what the City will pay.

E. The City agrees to repair or replace an employee's personal property (uniform, non-uniform clothing) or equipment which is lost, damaged, stolen or worn beyond usable or safe operating quality in the line of duty except if such is due to negligent employee performance.

ARTICLE 30 - HOLIDAYS IN LIEU OF HOLIDAYS - CCL

A. In lieu of holidays, all employees engaged in continuous operations shall accrue 4.0 hours per pay period for each full pay period worked. Holiday accrual shall be maintained in an account that is separate from vacation accrual. There shall be a maximum accumulation of 104 hours, and thereafter there is no more accrual or compensation received.

   If any employee is below the maximum accrual, the employee may elect to take the accrual as vacation time off at a time mutually agreeable to the supervisor and employee, or receive compensation through regular payroll if requested by the employee at least 7 days before the end of the pay period.

ARTICLE 31 – VACATIONS - CCL

A. All regular full-time employees shall accrue vacation time at the following rates:

All Sergeants (internal promotion or new hires) will be credited with total years of law enforcement experience for vacation accrual purposes.

Less than 49 months .....5.23 hours per pay period
49 months to 96 months .....6.77 hours per pay period
97 months to 132 months .....7.38 hours per pay period
133 months to 180 months .....8.31 hours per pay period
181 or more months.....8.62 hours per pay period

Pay periods are every 14 days (biweekly).

New hire Sergeants from another law enforcement department will credited with 40 hours of vacation time.

B. Vacations shall be approved by the City or designee. Employees shall give ten (10) days advance notice of any request for vacation. Consideration will continue to be given to the employee's seniority by job classification, requests by the employee and work requirements facing the Department.

C. Vacation time shall not be used in periods of less than (2) hours.

D. Vacation time will normally be taken within one (1) year of the time earned and normally may be accumulated to a maximum of four hundred (400) hours. It shall be the responsibility of each employee to schedule sufficient vacation/holiday leave so that the employee who is about to lose vacation credit because of accrual limitations shall be given adequate advance notice by the City of such potential loss of future accruals. To avoid any loss, the employee shall give the City ten (10) days prior notice of the employee's choice of those days to be taken off. The employee shall be allowed to use excess vacation leave on those selected days unless there is a substantial inconvenience to the City, in which case the City and the employee shall mutually agree to a rescheduling of the threatened leave.

E. Employees may "sell back" for compensable payment twice per fiscal year up to 112 hours in total per fiscal year.

   To be eligible for the "sell-back," an employee must retain an accrual of a minimum of forty (40) hours vacation time, after the "sell back." The City shall make payment in the next pay period for vacation "sell-back," if the City receives the signed, authorized request thirty (30) days in advance. The payment will be issued on the same bi-weekly schedule as normal payroll checks. Deductions shall be made based on current State and/or Federal law.

ARTICLE 32 – PRODUCTIVITY - CCL

The parties recognize that delivery of essential municipal services in an effective and efficient manner is of paramount importance and interest to the City. In return to the City for the wages and conditions contained herein and consistent with the principle of a fair day's work for a fair day's pay, as defined in the West Linn Police Department Policy and Procedure's Manual, the employees pledge their agreement to maintain a high level of employee performance and efficiency in performing their services for the City.

ARTICLE 33 - LIMITATIONS AND RESPONSIBILITIES - CCL

The Union recognizes the City as the duly elected representative of the people and agrees to negotiate only with the City through the negotiating agent or agent officially designated by the City to act on its behalf. The Union agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any Council member, administrator or other person or persons.

The City recognizes the Union as the duly elected representative of the employees covered by this Agreement and agrees to negotiate only with the Union through its negotiating agent or agents officially designated by the Union to act on behalf of the employees.

The City agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any employee covered by this Agreement.

ARTICLE 34 – WAIVER AND SCOPE OF BARGAINING - CCL

A. Complete Agreement. Pursuant to their statutory obligations to bargain in good faith, the City and the Union have met in full and free discussion concerning matters in "employment relations," as defined by ORS 243.650(7).

   This contract incorporates the sole and complete agreement between the City and the Union resulting from these negotiations. The Union agrees that the City has no further obligation during the term of this Agreement to bargain wages, hours or working conditions within the terms of this agreement.

B. Past Practices. The parties recognize the City's full right to direct the work force and to issue rules, regulations and procedures and that these rights are diminished only by the law and this Agreement, including interpretative decisions which may evolve pursuant to the proper exercise of authority given by the law or this Agreement.

   1. The employer is not limited, confined, or restricted by past practice, rule, custom or regulation in making changes in policies, procedures, rules and regulations to carry out the mission of the City.

2. However, this Article shall not be interpreted to restrict the Union's right to bargain the decision and impact of subjects of bargaining where the City is compelled to negotiate over the matter by State law.

   In the case of disagreement between the parties, the Employment Relations Board shall make the decision under the subsection as to whether the City is compelled to negotiate under State law.

3. Changes in existing conditions, not within the terms of this agreement, as associated with "employment relations," during the term of the Agreement will be negotiated with the Association in accordance with ORS 243.698. The City will provide notice of changes in existing conditions as applicable under ORS 243.698.

ARTICLE 35 – SAVINGS CLAUSE - CCL

Should any Article, section or portion of this Agreement be unlawful, or held invalid or unenforceable by any court of competent jurisdiction or by the Employment Relations Board of the State of Oregon, such decision of said court or board shall apply only to the specific Article, section or portion thereof, directly specified in said decision. Upon the issuance of such decision, the parties agree to negotiate immediately a substitute, if any, for the invalid Article, section or portion thereof, consistent with the obligations of ORS 243.702.

ARTICLE 36 – PROBATIONARY PERIODS - CCL

A. New Hire Probationary Periods and Promotions. The probationary period for a new hire Sergeant is 12 months (365 days) from date of hire.

A probationary period is intended as a period of time to evaluate employees. An employee's probationary period may be extended, at the City's discretion. The City may toll an employee's probationary period resulting from absences due to medical reasons or similarly related circumstances in order to complete the observation period. Except for a circumstance of tolling a probationary period, in no case will an employee's probationary period be extended for more than sixty (60) days. Employees will be notified of appointment to regular status, extension of probation or termination prior to the completion of their probationary period. An employee whose probationary period is extended will be issued written confirmation of the extension.

A new probationary employee shall be afforded the opportunity to grieve pursuant to Article 10, Grievance and Arbitration Procedure, of this Agreement; however, this shall not include any matter involving discipline and/or discharge. This provision applies only to an employee's initial probationary period with the City.

B. Promotional Period from Existing Sworn Police Officer. For an officer who is promoted to Sergeant within the department from any lower classification, the probationary period is 12 months (365 days, from the date of promotion).

A probationary period is intended as a period of time to evaluate employees. An employee's probationary period may be extended, at the City's discretion. The City may toll an employee's probationary period resulting from absences due to medical reasons or similarly related circumstances in order to complete the observation period. Except for a circumstance of tolling a probationary period, in no case will an employee's probationary period be extended for more than sixty (60) days. Employees will be notified of appointment to regular status as a Sergeant, extension of probation or demotion prior to the completion of their probationary period. An employee whose probationary period is extended will be issued written confirmation of the extension. An employee promoted internally from a lower rank to Sergeant who fails the probationary period will be demoted to their previously held classification, unless otherwise terminated for misconduct. Demotion for not successfully passing a promotional period is not subject to grievance.

ARTICLE 37 - WORKERS' COMPENSATION

A. City Provision. The City shall provide workers' compensation insurance as required by State law. Employees who become eligible for workers' compensation shall be provided all benefits and rights in conformance with Oregon law, and nothing in this Article is intended to diminish those benefits and rights.

B. Workers' Compensation Leave.

First 90 Days. During the first ninety (90) days of an employee's absence due to a compensable **claim (time loss paid)** ~~injury or illness~~, the City **will compensate the employee** ~~shall issue a check in lieu of wages~~ in an amount which is the difference between workers' compensation payments and the employee's regular straight time net wages **in the regular payroll process**. Regular straight time net wages are defined as the employee's normal and regularly scheduled hours and does not include overtime hours. **Employees retain their disability payments as paid by the carrier.**

The employee shall continue to accrue all benefits including sick leave, vacation accrual, health insurance and PERS contributions. The PERS contribution calculation is limited to the value paid by the City as the supplement.

Period Between Ninety (90) Days and One (1) Year.

If an employee is continued on an accepted worker's compensation claim and on leave, the employee, at their option, may use accrued leave banks to supplement the difference between workers' compensation payments and the employee's regular straight time net

wages for up to one year from the accident incident date. The employee shall continue to accrue all benefits including sick leave, vacation accrual, health insurance and PERS contributions, when using accrued leaves. The PERS contribution calculation is limited to the value paid on the accrued leaves. Should an employee not have adequate accrued paid leave in an amount which can provide this supplement, or should an employee exhaust their paid leaves, the employee shall cease accruing paid leaves and benefits, with the exception of health insurance.

Health Insurance Cost Share Premium Contributions.

During the period of the first 90 days, the City will deduct the employee's insurance cost share premium contribution through payroll deduction from any payments made to the employee.

During the period after 90 days and if the employee has accrued paid leaves, the City will deduct the employee's insurance cost share premium contribution through payroll deduction using accrued leaves.

If an employee has exhausted all paid leaves, the employee will be responsible to remit to the City payment for cost-share on insurance premiums. Employees who do not receive the 90-day gap payment or elect not to use paid leaves, are responsible to remit to the City payment for cost-share on insurance premiums. Any balances due upon a return to work will be deducted through payroll deduction. The City shall comply with laws governing the rights of employees who suffer workers' compensation injuries and illnesses.

In the event the workers' compensation insurance carrier has not made a determination of whether or not an illness or injury is compensable in the first thirty (30) days following the date of injury, the City shall make substantial efforts to have the carrier make a determination as soon as possible.

C. The employee shall return all City-owned property at the request of the City.

D. Period Following One (1) year. Following twelve (12) months of being unable to work due to a**n accepted compensable claim that is ongoing** ~~compensable injury or illness~~, an employee shall have the option of receiving the **compensable** ~~cash~~ equivalent for all accrued paid leaves **(excluding sick leave)**, if **not otherwise exhausted,** ~~any,~~ or retaining those accruals with the **other compensable** "cash" out options provided elsewhere in this Agreement. After twelve (12) months the employee will no longer accrue paid leaves, benefits or seniority. The City will continue to offer group health insurance to the employee consistent with law.

E. General Provisions. An employee who is not working due to a compensable injury or illness shall receive any general salary adjustments based on this Union Agreement and is eligible for any salary step increases pursuant to Article 17. An employee who was absent

due to a compensable injury or illness for over six (6) months of the review year under Article 17 will not receive a step increase unless determined otherwise by the Police Chief.

An employee who was absent less than six (6) months during the review year shall receive the step increase so long as **the employee's** ~~his~~ performance during the review year preceding the absence was satisfactory. An employee returning from a compensable injury or illness related absence shall retain all accruals of paid leave which were accrued before the absence and not exhausted or cashed out during the absence and shall retain the seniority accrued prior to being placed on unpaid leave.

ARTICLE 38 - USE OF ALCOHOL AND DRUGS

Section A. Clackamas County Police Officers' Association (CCPOA) and the City of West Linn recognize a responsibility to the citizens of West Linn and the City's employees to maintain safe and productive working conditions.

Section B. To aid in the accomplishment of this goal, the following conduct is prohibited:

1. Buying, selling, manufacturing, distributing or possessing a controlled substance, including marijuana. For the purposes of this agreement, the use and possession of marijuana is considered a violation of this policy regardless of State law. The use of lawfully prescribed medications, except for marijuana, is permitted subject to prescribed use.

2. Being at work under the influence of alcoholic intoxicants (defined as a blood alcohol content that reaches or exceeds .01% by weight of alcohol in the blood).

3. Consuming alcoholic intoxicants while on City property or in City vehicles or equipment at any time during work hours, including rest and meal periods.

4. Being at work under the influence of any controlled substance, including marijuana, and/or having such substances present in the body (excluding any substance lawfully prescribed for the employee's use which is not being abused and has not been obtained for the purpose of abuse) while on City property or in City vehicles or equipment at any time or during work hours, including rest and meal periods. An employee has a controlled substance "present in the body" when the employee tests positive in any blood or urine test administered.

5. For purposes of this Article, the term "controlled substance" shall be defined in accordance with ORS 475.005 (6), and also includes marijuana.

Section C. Under the Influence. A person is considered "under the influence" of a controlled substance including marijuana or alcoholic intoxicants if the employee tests positive as described in Section "D" – Testing.

Section D. Testing.

1. Where there is reasonable suspicion that an employee is under the influence as defined above, where an employee is involved in an accident or other incident where reasonable safety precautions appear to have been ignored the employee may be required to consent to blood**, or breathalyzer, if available,** or urine testing for the presence of drugs or alcohol.

2. A person is considered to have tested positive if the person exceeds the cut off levels for drugs as set by the Department of Health and Human Services at the time of testing. (See Appendix for standard in effect at the time of the execution of this Agreement.) If the Department of Health and Human Services standards change, the parties agree to the definition of the revised cutoff levels at the time of testing.

   A person is considered under the influence of alcoholic intoxicants when the blood alcohol content reaches or exceeds .01% by weight of alcohol in the blood at the time of testing.

   The City shall pay for the cost of the tests. A refusal to consent and promptly submit to such testing made pursuant to this Article, as well as giving false, altered or deliberately diluted urine samples is grounds for termination.

3. For illegal drugs other than those which fall within one of the Department of Health and Human Services categories, any confirmed, reasonable amount of levels which are comparable to the Department of Health and Human Services levels, constitute a positive test result will result in the consequences explained in Section F below.

4. In the event that the test results are positive for a controlled substance, including marijuana, the City, at its expense, shall require that a second confirming test from the same sample be conducted which also must be positive before concluding the employee has such substance(s) present in their body. The second confirming test must utilize the G.C./M.S. testing technique.

Section E. Discipline and Other Action. Violation of this policy is subject to disciplinary action.

Section F. Consequences of Test Results.

1. Test results which do not establish that the employee has engaged in prohibited conduct as described in Section B(2) and B(4) of this Article shall result in no

further action against the employee related to an alleged violation of that section. The employee shall be informed of such test results, and all documents related to the incident shall be retained only by testing laboratory.

2. Employees who Report Dependencies and Seek Assistance *Before* Committing a Policy Violation – Rehabilitation

   The City encourages employees who have drug and/or alcohol dependencies or think they may have such dependencies to seek assistance voluntarily. When an employee voluntarily reports a drug or alcohol dependency to the Chief and seeks assistance before violating this Policy, that employee will be placed on a leave of absence and/or adjusted working hours to allow for in-patient or out—patient rehabilitation treatment as recommended by a Substance Abuse Professional (SAP).

   The employee will not be permitted to work until such time as a SAP agrees that they:

   - Has been evaluated by a Substance Abuse Professional (SAP);
   - If recommended by the SAP, has complied with all rehabilitation/after-care prescribed; and
   - Has a verified negative drug or alcohol test (as applicable).

   Moreover, in order to return to work for the City, an employee seeking assistance must agree to all treatment, rehabilitation, after-care and follow-up testing as set forth in a written Last Chance Agreement required by the City. Any employee who violates the terms of the Agreement is subject to immediate termination. An employee may grieve whether or not they violated the Last Chance Agreement but not the agreement itself.

   The time an employee is off work undergoing rehabilitation is unpaid. However, employees may draw their unused, accumulated sick leave, followed by vacation, holiday and compensatory time. Also, employees who are receiving health insurance coverage will be eligible for continuation of health insurance benefits with standard City contributions for the period they are on paid leave. Thereafter, employees may self-pay the insurance premium pursuant to COBRA.

   Any program of treatment will not be at City expense, except to the extent that it is covered by employee health insurance. It is the SAP's responsibility to make a recommendation as to the employee's immediate fitness to perform the job to which they are assigned. An employee who has been returned to work under these provisions shall be subject to retesting at any time for one (1) year following return to work.

3. Employees who Report Dependencies and Seek Treatment *After* Committing a Policy Violation.

    a. Employees who violate the provisions of Section B(4) and who claim drug or alcohol dependencies after violating this Policy are subject to discharge, irrespective of such dependencies. The City may however, at its discretion, allow an employee to undergo evaluation and rehabilitation in lieu of discharge, provided the employee promptly complies with the terms and conditions set forth above. The City will consider the following factors in exercising its discretion: the employee's length of service; the employee's work record, in particular, whether the employee has committed a previous alcohol or drug policy infraction; the consequences of the violation; any other circumstances offered by the employee that mitigates against discharge.

    It is understood and agreed that the references to discipline and discharge set forth in this Policy and any Last Chance Agreements are not intended to supersede "just cause" requirements. The City continues to be bound by principles of "just cause," as well as due process obligations.

    b. If an employee is found to have violated the provisions of Section B(2) and who has not previously committed prohibited conduct specific in Section B(2), the employee immediately shall submit to an evaluation by a qualified professional in the area of substance abuse Substance Abuse Professional (SAP). The evaluator SAP will be selected by the City. This evaluation will be paid for by the City.

    The evaluation will attempt to determine the extent of the employee's use of or dependence on the abused substance(s); and, if necessary, recommend an appropriate program of treatment, including but not limited to rehabilitation and counseling to prevent future use. This program of treatment will not be at City expense, except to the extent that it is covered by employee health insurance. If a program of treatment is recommended by the evaluator SAP, the employee shall enroll in it immediately. Failure by the employee to enroll in the recommended program or to complete it successfully shall be grounds for immediate termination from employment. It is the evaluator's SAP's responsibility to make a recommendation as to the employee's immediate fitness to perform the job to which the employee is assigned. An employee who has committed prohibited conduct specified in Section B(2) shall be subject to retesting at any time for one (1) year following return to work.

    If an employee previously has committed prohibited conduct specified in Section B(2), and subsequently is found to have committed such prohibited

conduct a second time within two (2) years, shall be subject to the provisions of F(3)(a) above.

Section G. Performance of Official Duties. The provisions of this article do not apply to an officer who is buying, selling or possessing drugs or alcohol in the official performance of their duties within the scope of their employment as approved by the Department.

Section H. The initial test shall use an immunoassay which meets the requirements and cut off values of the DOT Rule 49 CFR Part 40 Section 40.87(F)(a) table.

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) quantitative analysis at the cutoff values listed in the above-referenced DOT Rule.

ARTICLE 39 - DURATION OF AGREEMENT

This Agreement shall be effective upon execution, and shall remain effective in full force and effect until June 30, **2028** ~~2025~~. Wage increases under Article 17A are retroactive to July 1, **2025** ~~2024~~. The parties will initiate bargaining a successor agreement in February **2028** ~~2025~~. The parties acknowledge the obligations of status quo for the terms and conditions of this agreement upon expiration and during successor bargaining, as provided by PECBA.

FOR THE CITY:	**FOR THE UNION**:
_____	_____
John Williams	???
City Manager	Union Representative
_____	_____
Date	Date

APPENDIX A - SERGEANT HOURLY RATE SCALE

Effective retroactive to July 1, 2025 wages will be increased by 3% applied to the base step.

- Steps are 5.4% apart starting at Step 1.
- Employees are regularly scheduled for 2080 hours per year.

City of West Linn Compensation Plan for Sergeants - CCPOA

3% COLA increase effective 7/1/2025

Effective July 1, 2025 - June 30, 2026

	Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Sergeant		*Hourly*	41.86	44.12	46.50	49.01	51.66	54.45	57.39
		Bi-weekly	3,348.74	3,529.57	3,720.16	3,921.05	4,132.79	4,355.96	4,591.18
		Annually	87,067.14	91,768.76	96,724.27	101,947.39	107,452.54	113,254.98	119,370.75

*This hourly rate does not reflect the following: In addition to an employee's regular compensation, the City pays **4.5%** ~~4%~~ to all Sergeant's base hourly rate in lieu of a direct payment by the City to an employee's individual deferred compensation plan. The **4.5%** ~~4%~~ is applied at each individual step.

City of West Linn Compensation Plan for
Sergeants - CCPOA

3% COLA increase effective 7/1/2025

Effective July 1, 2025 - June 30, 2026

	Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Sergeant		*Hourly*	41.86	44.12	46.50	49.01	51.66	54.45	57.39
		Bi-weekly	3,348.74	3,529.57	3,720.16	3,921.05	4,132.79	4,355.96	4,591.18
		Annually	87,067.14	91,768.76	96,724.27	101,947.39	107,452.54	113,254.98	119,370.75

The hourly rate is based on the negotiated rate. Employees are regularly scheduled for 2080 hours per year.
Steps are 5.4% apart

Agenda Bill 2025-11-08-06

Date Prepared:	November 10, 2025
For Meeting Date:	November 18, 2025
To:	Mayor Rory Bialostosky and West Linn City Council
Through:	John Williams, City Manager JRW
From:	Elissa Preston and Kelsey Card EP / KC
Subject:	Police Management and Confidential Staff Benefits

Purpose:
Review of benefits package for management and confidential employees within the Police department that aligns with the CCPOA package to address compression and retention.

Question(s) for Council:
1. Does the City Council wish to approve a benefits package for Police management and confidential employees that aligns with the CCPOA Sergeants package to address retention and compression?

Public Hearing Required:
None Required.

Background & Discussion:
A focus of City Management continues to be sustainability of staffing through recognition and retention. In the past the Council has approved benefit packages of management and confidential employees to mirror those of applicable employee groups they manage. With the ratification of the CCPOA collective bargaining contracts, City management continues to review and evaluate compression within the Police department.

Compression occurs when there is little difference in pay between employees and management. It is essential to maintain a clear wage difference between management and staff roles to reflect the varying levels of responsibility and expertise. Therefore, it is recommended that the benefits that are applied to the staff is also applied to their management to keep the benefits span consistent.

By addressing compression and offering comparable or the same benefit package to management and confidential, the City also creates an enticing opportunity for current employees to grow and promote within when positions become available, such as we have now within the Police department.

The current Management and Confidential Salary and Benefits Plan for Police includes City contribution of $60 per month into an HRA VEBA account. To address compression, City management is proposing to provide the same longevity tiered HRA VEBA system as CCPOA - Sergeants:

0-60 months completed	$175/month
61 months to 120 months completed	$290/month
121 months to 180 months completed	$370/month

181+ months	$490/month

We will also increase PORAC coverage from $6.50 to $8.00 for each member for consistency purposes.

Budget Impact:
The VEBA Longevity/Retirement Plan will cost approximately $40,000 over the life of the contract for Command Staff (Chief, Captain, Assistant to Chief and Assistant to Captain).

Sustainability Impact:
NA if not applicable.

Council Options:
1. Approve the Management and Confidential Salary and Benefits Plan - POLICE
2. Not approve the Management and Confidential Salary and Benefits Plan - POLICE

Staff Recommendation:
Approve the benefit plan for Police Command and Confidential employees to address compression and promote retention.

Potential Motion:
Move to approve the resolution to approve the new Salary and Benefits Plan for Police Command and Confidential employees to increase VEBA contribution and PORAC coverage.

Attachments:
1. Resolution 2025-17
2. Salary and Benefit Plan for Management and Confidential Employees - POLICE

RESOLUTION 2025-17

A RESOLUTION OF THE WEST LINN CITY COUNCIL
ADDING BENEFITS FOR POLICE MANAGEMENT AND CONFIDENTIAL STAFF

WHEREAS, Contract negotiations with members of the CCPOA negotiating teams for Rank and File and Sergeants have been completed and ratified; and

WHEREAS, the City acknowledges that the Police Command and Confidential Staff do not have the ability to bargain; and

WHEREAS, the City aims to avoid pay and benefits compression; and

WHEREAS, the City seeks alignment for benefit incentives between Sergeants and the Command and Confidential employees.

NOW, THEREFORE, THE CITY OF WEST LINN RESOLVES AS FOLLOWS:

SECTION 1. This Resolution authorizes the addition of VEBA benefits as outlined in the Salary and Benefits Plan Management and Confidential Employees – Police Only, effective January 1, 2026

This resolution was PASSED and ADOPTED this _____ day of _____, 2025, and takes effect upon passage.

_____
RORY BIALOSTOSKY, MAYOR

ATTEST:

_____
KATHY MOLLUSKY, CITY RECORDER

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Salary and Benefit Plan

Management and Confidential Employees - POLICE

Original
January 1, 2015

Updated
January 1, 2020
July 15, 2022
January 1, 2026

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Employment Agreements

The City desires to have a clear understanding regarding compensation and the employment relationship with management and confidential employees within the Police Department. Therefore, the City and employee will have a written employment agreement to create a professional and business-like relationship.

The terms of the employment agreement are three (3) years, unless terminated sooner as provided in the agreement.

Unless the City or employee notifies the other to the contrary in accordance with the agreement, the agreement will automatically renew for successive one (1) year terms from its date of expiration.

Salary Schedule

The wages are set by City Council and shall be paid in accordance with the salary schedule attached as Exhibit B. The Police Chief wages are determined by the City Manager, within the low to high range of the position. All other management and confidential positions have steps within the ranges. The Police Chief determines the beginning step and periodic advancements of steps throughout the range.

Police Management Longevity pay at 7+ years

Police Management and Confidential Employees with at least eighty-four (84) months of continuous service with the West Linn Police Department will receive an additional two percent (2%) of their base wage hourly per pay period. Longevity is not subject to the Incentive cap.

Severance Pay

In the event the employee is dismissed by the supervisor and the employee has been and is willing and able to continue to satisfactorily perform the duties of the position and the employee is not being dismissed for any reason set forth in the employment agreement, the City will offer the employee a severance agreement. Dismissal during the probationary period set forth in the employment agreement will not be subject to severance.

The amount of severance pay to be offered to management and confidential employees in the employment agreement shall be equal to one (1) month of severance pay for every full year of service, with a minimum of three (3) months, and a maximum of six (6) months.

Leaves

Vacation Time

Eligible full-time management and confidential employees shall accrue vacation hours, up to a maximum of 400 hours, as follows:

Completed Years of Continuous Service	Rate of Accrual per Pay Period	Weeks per Year
Less than 4 years	5.23	3.4
4 years to less than 8 years	6.77	4.4
8 years to less than 11 years	7.38	4.8
11 years to 15 years	8.31	5.4
15+ years	8.62	5.6

The City Manager may base initial hiring accrual rate on years of experience.

Eligible part-time employees shall accrue paid vacation leave on a prorated basis.

Accrual of vacation leave is capped at 400 hours for full-time employees, and 200 hours for part-time employees. Depending on the number of compensable hours in the pay period, employees may be subject to a prorated benefit for the pay period. To accrue vacation leave hours, an employee must have compensable hours during the same pay period.

An employee may "sell-back" up to 80 hours per fiscal year of accrued vacation time for cash payment. To sell-back vacation time the employee must: 1) request to take an equivalent amount of vacation time at a specified time, and 2) get the request approved by the Chief or City Manager. Full-time employees must have a minimum of 40 hours of accrued vacation leave remaining after the request; the amount of required vacation leave remaining after the request will be pro-rated for part-time employees.

Employees who terminate employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination.

Management Leave

Management Leave is a privilege extended to recognize full-time exempt employees who spend many extra hours working on behalf of the City without receiving additional salary or time off. It is not the City's intent to replace time on an hour-for-hour basis.

Exempt employees who are not eligible for overtime receive additional hours of paid leave each fiscal year to be taken as Management Leave. New employees may be granted leave on a prorated basis. Management Leave shall be available to exempt employees on July 1 and it must be used by June 30 of the following year. This leave is "use it or lose it" and must be used in the fiscal year it was received. The use of Management Leave must be approved in advance by the employee's supervisor. Management Leave cannot be converted to other leave and is not paid upon separation from City employment. Management Leave may be granted to the following classifications as outlined below; however, the City Manager has the discretion to grant additional hours to mid-managers who attend regular nightly meetings or work after hours events.

- Police Chief receives 48 hours (6 days)
- Captain receives 24 hours (3 days)

** In 2016, managers on the 9-80 schedule (City Hall and Public Works) agreed to give up 8 hours of management leave, in lieu of receiving 9 hours of holiday pay for regularly scheduled 9 hour days.*

Sick Leave

Eligible employees shall begin to accrue paid sick leave benefits on the first day of employment, as follows:

- Full-time employees shall accrue sick leave at the rate of 3.70 hours per pay period.
- Part-time employees shall accrue sick leave on a prorated basis.

Accrual of sick leave is capped at 960 hours for full-time employees, and 480 hours for part-time employees. Depending on the amount of compensable hours during a pay period, employee may be subject to a prorated benefit for same pay period. To accrue sick leave hours, an employee must have compensable hours during the same pay period.

Unused sick leave is not paid out upon separation from the City.

Holidays

The City has designated the following days for the observance of holidays, and most facilities are closed on these days:

- New Year's Day
- Martin Luther King's Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day

- Thanksgiving Day
- Friday Following Thanksgiving
- Christmas Day

If a recognized holiday falls within an eligible employee's approved vacation, it will be paid as a holiday and will not be deducted from the employee's vacation leave bank.

The City will make schedule accommodations in order to observe employees beliefs or practices in connection with a religious holiday, but they will not be City paid.

Benefits

Medical and Dental Premiums

Police Management and confidential employees who are regularly scheduled to work at least 20 hours per week are eligible to enroll themselves and qualified dependents in a health plan on the first day of the month following their hire date with the City, provided they meet the other eligibility criteria in the plan.

Full time employees pay a 10 percent portion of their premium cost, as a payroll deduction. Part-time employees' portion will be prorated.

Covered employees continue to be eligible while they are being compensated by the City for at least 20 hours per week, or as otherwise required by law (e.g. FMLA). Coverage through the City's group plan will end on the last day of the month in which an employee resigns, is terminated, laid off, or has a reduction in hours below 20 per week. Employees also continue to be eligible for coverage while they are on a qualifying family medical leave, in accordance with applicable law.

Upon separation from City employment or other qualifying event, an employee and their covered dependents may elect to continue City health benefits at their own expense, to the extent provided for under the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA). A notice explaining the right to elect this coverage and the process for doing so will be sent to the employee or their covered dependent.

HRA-VEBA

An HRA is an employer paid, tax-free, savings account for family medical care expenses and premiums now, or during retirement. It is a claims-based system, where the employee submits claims to be reimbursed for out-of-pocket medical expenses like copays, deductibles, prescriptions, Medicare, etc. In addition to the Sick Leave Cash out at Retirement plan for Police Management and Confidential employees, the City provides a longevity incentive for Police Management and Confidential employees with continuous service within the police department. The following HRA/VEBA contribution will be made to their individual accounts:

For full-time employees:

0-60 months completed	$175/month
61 months to 120 months completed	$290/month

121 months to 180 months completed	$370/month
181+ months	$490/month

VEBA contributions are prorated for part time employees based on their budgeted FTE status.

Life Insurance and AD&D

The City provides group term life insurance equal to 1 ½ times the employee's annual salary, up to $60,000 for sworn Police Management, and $2000 dependent coverage, as well as accidental death or dismemberment benefits of the same value to Police Management and confidential employees.

Long Term Disability (LTD)

The City's insurance carrier provides 50% of wage loss (with $4000/mo max) benefit to eligible employees who have been unable to work for 90 days or more due to accident or illness. Employees who are being compensated by the insurance carrier for long term disability are not eligible to accrue vacation leave, sick leave, holiday pay or other benefits.

Long-term disability payments (LTD) are reduced by the amount of any workers' compensation or social security disability benefits received by the employee, as specified by the insurance carrier.

Retirement

The City is a member of the Oregon Public Employees Retirement System (PERS) and contributes on behalf of the employee and the employer.

Information regarding these benefits can be found online at the PERS website. Employees acquire rights to retirement plan benefits according to the rules and procedures set forth in the plan and applicable laws.

In addition to an employee's regular compensation, the City pays four (4) percent of employee's earned salary. At the employee's election, they can use this additional compensation to participate in a deferred compensation program offered by the City.

Police Management and Confidential Employees Sick Leave Payout at Retirement

Employees with at least 120 months of continuous service with the West Linn Police Department who retire under PERS and who are in good standing with the Department (e.g.: not pending disciplinary investigation), are eligible to receive a contribution to their individual VEBA account in the amount equivalent to their base rate of pay for 50% of their accrued sick leave up to a maximum payment of 500 hours. This provision does not apply to employees who have already retired under PERS.

Workers' Compensation

All employees are covered by the City's workers' compensation insurance. It provides for medical treatment and time loss benefits for approved claims arising from on-the-job injuries and occupational disease.

Taxable Benefits

Auto Allowance

Due to the nature of certain positions, an employee may be provided with an auto allowance, upon approval from the City Manager. Depending on the position, the auto allowance may be taxable to the employee.

Cell Phone

Due to the nature of some positions, an employee may be required to maintain use of a cell phone for business purposes. Therefore, in lieu of providing a city-owned cell phone, the employee is required to have a personal cell phone and the City will provide an allowance of $75.00 per month to employee for the purpose of obtaining and maintaining the use of a cell phone. This allowance is taxable to the employee.

City Provided Vehicle

Due to the nature of certain positions, an employee may be provided with a take-home vehicle, upon approval from the City Manager. Depending on the position, the take-home vehicle may be taxable to the employee.

Clothing Allowance

Depending on the requirements of particular positions, the City may provide a clothing allowance on an annual basis, as determined by the individual department.

For clothing purchases that may be used outside of the regular duties of the job, the allowance is taxable to the employee.

For all positions, any article of clothing necessary for job performance, which is purchased in compliance with OSHA safety regulations, including protection for eyes, ears, respiratory, skin, hands or feet, shall be considered part of the supplies necessary for the job and not calculated as part of the clothing allowance. These are business expenses, paid for by the City.

Other Benefits

Compassionate Leave

Employees may take up to forty (40) hours of paid time off in the event of the death of a family member. OFLA eligible employees are entitled to up to two (2) weeks of bereavement leave.

Education Assistance

The City pays the cost of classes or seminars it requires an employee to attend during an employee's regularly scheduled work hours in accordance with federal and state laws.

Subject to a maximum of five hundred dollars ($500) per employee, per fiscal year and the availability of funds, the City may reimburse an employee for tuition and books for courses directly related to the employee's work.

Employee Assistance Program

The City provides an Employee Assistance Program (EAP) to all employees as no cost to the employee. Employees who need counseling or other help with personal problems may contact a professional counselor with the employee assistance program (EAP) sponsored by the City.

Relocation Expense Reimbursement

The City Manager has the authority to reimburse reasonable moving expenses for relocation, for certain managerial or professional employees whose skills are difficult to find in the local labor market. Relocation reimbursement may be **subject** to taxes. Should the employee voluntarily leave City employment within two (2) years of employment, the employee will be required to reimburse the City for a prorated portion of the payments made to the employee for moving/relocation expenses.

Agenda Bill 2025-11-18-07

Date Prepared:	10/29/2025
For Meeting Date:	11/18/2025
To:	Rory Bialostosky, Mayor West Linn City Council
Through:	John Williams, City Manager JRW
From:	Erich Lais, PE – City Engineer/Public Works Director
Subject:	Operations Complex Design and Budget Approval

Purpose:
To seek Council approval of the recommended design concept for the new Operations Complex and consent for issuance of the planned Full Faith Credit Obligation to fund the project.

Question(s) for Council:
Does Council wish to proceed with construction of a new Operations Complex as planned to replace the aging, undersized, and inefficient facility located on Norfolk St.?

Public Hearing Required:
No

Background & Discussion:
At the November 4, 2025 Work Session, Staff and the City's architect, owner's representative, and contractor provided a comprehensive update regarding progress on the current design of the City's planned Operations Complex. The design update was the result of a comprehensive value engineering exercise which aimed to reduce project costs by identifying alternate construction methodologies, design configurations, as well as alternative sourcing methods and materials.

The staff recommended design alternative presented at the Work Session, Scenario 2, proposes to stack the administration/office building on top of the building maintenance/streets shops. The proposal includes a reduction in covered parking, eliminates the two extra bays (storage/future expansion), reduces site development on the upper tier including the need for a 30-foot tall retaining wall.

Projected cost savings are currently at an estimate level, and will be confirmed during final design development, development of construction documents, and finalization of the Guaranteed Maximum Price (GMP) produced by the City's contractor Skanska.

At the November 4th Work Session, Council requested more detail on future strategies that could be utilized to provide additional long-term funding of the facility. Additional funding scenarios have been forecasted and are provided in the updated presentation. Additionally, revenue from the Skyline property is now accounted for within the Water fund which will further offset cuts to capital spending

previous recommended at the November 4th Work Session. In addition to the Skyline property, a revenue scenario accounting for the future sale of the existing operations center on Norfolk has been incorporated into the five-year forecast.

The recommended building scenario from staff is Option 2 with a not to exceed budget of $45,000,000. Staff has explored funding scenarios for the original design concept as well (Option 1). Updated funding scenarios are summarized in the attached design and budget presentation.

Budget Impact:
$45,000,000 – Secured through a Full Faith and Credit Obligation (FFCO) bond and paid through annual debt service. The staff recommended funding scenario would be a higher debt service allocated to the Streets fund (30%) while maintaining an equal distribution of debt to the remaining four funds.

Streets - $962,000
Sewer - $561,000
Storm - $561,000
Water - $561,000
Parks (General Fund) - $561,000

$55,000,000 – FFCO paid through annual debt service to fund Option 1. This option preserves the original design, original site circulation, and covered parking areas. Without additional funding sources (yet to be determined) this option will be challenging to achieve. In keeping with the recommended 30% cost split towards Streets, the forecasted debt service is listed below.

Streets - $1,170,000
Sewer - $682,500
Storm - $682,500
Water - $682,500
Parks (General Fund) - $682,500

Sustainability Impact: New complex is designed and will be constructed in compliance with Oregon 1.5% Green Energy Technology (GET) requirement. Other sustainable measures incorporated into the project include preservation of onsite wetlands, selective preservation and protection of existing XXL trees, possible use of locally sourced mass plywood CLT components.

Council Options:

1. Affirm the design recommendation put forth by staff and approve issuance of the Full Faith and Credit Obligation in the amount of $45,000,000 to allow final design and construction to proceed.
2. Provide alternate direction with regards to design efforts and amend the requested allotment for budget.
3. Deny approval of the project and funding thus canceling the project and requiring staff to maintain the current operations site at 4100 Norfolk St.

Staff Recommendation:

1. Affirm the design recommendation of Option 2 put forth by staff and approve issuance of the Full Faith and Credit Obligation in the amount of $45,000,000 to allow final design and construction to proceed.

Potential Motion:

1. I move to approve the recommended design recommendation referred to as “Option 2” and authorize the City’s Finance Director to secure Full Faith and Credit Obligation funding in the amount of $45,000,000 to be paid through long-term debt service of the applicable operation funds: Streets, Storm, Sewer, Water, and Parks (General Fund).

Attachments:

1. Final Design and Budget Presentation

Operations Complex Project Budget Options

City of West Linn

November 18, 2025

REVIEW: FUNDING SCENARIOS FOR OPTION 2

- The refined not to exceed budget, based on design option 2 including all construction and soft costs as discussed at the November 4th Work Session is $45,000,000.
- The annual debt service, combined for all applicable funds, is approximately $3.2 Million.

FUNDING SCENARIO – 30% Cost Share to Streets

Streets: $13M of revenue/$13M project expenditure - $962K annual debt service

All other funds (Storm, Sewer, Water, Parks Maintenance)

$8M of revenue/$8M project expenditures - $561K per fund annual debt service

FUNDING SCENARIO – 35% Cost Share to Streets

Streets: $16M of revenue/$16M project expenditure - $1.1M annual debt service

All other funds (Storm, Sewer, Water, Parks Maintenance)

$7.25M of revenue/$7.25M project expenditures - $521K per fund annual debt service

REVIEW: BUDGETARY TRADE-OFFS (OPTION 2)

Updated 5-year budget projections now include revenue from the sale of the Skyline property (deposited to the Water fund) and the projected revenue from future sale of the existing operations building on Norfolk (split equally among the 5 funds). This will allow $1.5M Waterline project in FY30 to proceed as originally scheduled within the adopted CIP.

30% Cost Share to Streets

- $1.4M in stormwater capital improvements in FY26 would be delayed to future years. This includes installation of new infrastructure where underground stormwater facility does not currently exist. This is system expansion is identified in the Stormwater Master Plan.
- $500K reduction in stormwater spending in FY27.
- $25K reduction in Parks capital spending

35% Cost Share to Streets

- $1.4M in stormwater capital improvements in FY26 would be delayed to future years (outside of 5-year window)
- $500K reduction in stormwater spending in FY27.

In response to reduced capital spending within stormwater, it is proposed that remaining budgeted funds ($800K) be utilized to expand in-house stormwater maintenance of existing facilities over the next biennium.

UPDATE: FUNDING SCENARIOS FOR OPTION 1

Funding of Option 1 would require securing of a Full Faith Credit Obligation debt service up to the amount of $55M. This would equal approximately $3.9M in annual debt service payments. Without a new revenue source to supplement the funds, scenarios below will be difficult to achieve.

FUNDING SCENARIO – 30% Cost Share to Streets

Streets: $17M of revenue/$17M project expenditure - $1.17M annual debt service

All other funds (Storm, Sewer, Water, Parks Maintenance)

$9.5M of revenue/$9.5M project expenditures - $683K per fund annual debt service

FUNDING SCENARIO – 35% Cost Share to Streets

Streets: $19M of revenue/$19M project expenditure - $1.365M annual debt service

All other funds (Storm, Sewer, Water, Parks Maintenance)

$9M of revenue/$9M project expenditures - $634K per fund annual debt service

Budgetary trade-offs for this scenario would be unchanged from build option 2 and would result in increased spend down of utility fund balances through FY30.

FORECASTED NEW FEE REVENUE SCENARIOS

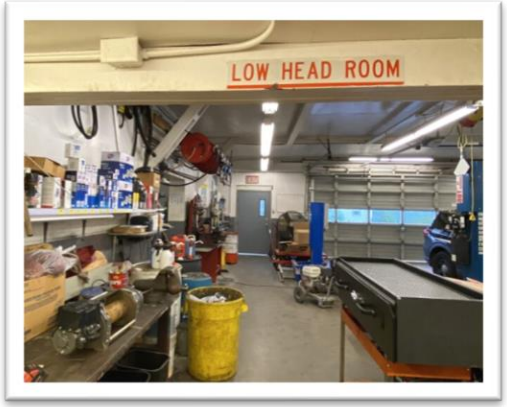
$2 Ops Fee	$	216,000.00	Annually
	$	5,400,000.00	Over Course of Loan
	$	64,800.00	To streets for revenue (assuming 30% split)
	$	37,800.00	To other funds
$5 Ops Fee	$	540,000.00	Annually
	$	6,480,000.00	Over Course of Loan
	$	162,000.00	To streets Revenue (assuming 30% split)
	$	94,500.00	To other funds
$7 Ops Fee	$	756,000.00	Annually
	$	18,900,000.00	Over Course of Loan
	$	226,800.00	To streets Revenue (assuming 30% split)
	$	132,300.00	To other funds
$10 Ops Fee	$	1,080,000.00	Annually
	$	27,000,000.00	Over Course of Loan
	$	324,000.00	To streets Revenue (assuming 30% split)
	$	189,000.00	To other funds

** Conservative estimate based on a monthly fee applied to 9000 households*

CONCLUSION

- Replacement of the City's current operations facility is a critical need to adequately, efficiently, and proactively support the day-to-day operations of the City's valuable public infrastructure and parks.
- The new facility is also a crucial element of City's ability to effectively and quickly respond to inclement weather and/or utility emergencies.
- Financing of the operations complex construction will require some capital/maintenance trade-offs in the short-term.
    - These short-term trade-offs are minimal and are heavily outweighed by the long-term benefit of addressing the severe deficiencies of the existing operations facility.







West Linn Waterfront Community Vision Plan

Comments Received for City Council Public Hearing

11.18.2025

WEST LINN
WATERFRONT
PROJECT

Wyss, Darren

From: Bob Schultz <bob.s@rivianna.com>
Sent: Tuesday, November 11, 2025 6:51 AM
To: Koper, Steve
Cc: Wyss, Darren; David Hewett; James Estes
Subject: Vision Plan Amendment Impact – Proposed Amendment to West Linn Waterfront Vision Plan Removing Medium-Density Zoning from Publishers Pond Parcel within Waterfront TIF District

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Memorandum Regarding Vision Plan Amendment Impact on Publishers Pond Parcel

To: Steve Koper, Director of Development, City of West Linn

Cc: Darren Wyss, City Planner

From: Bob Schultz, SDG-2, LLC

Date: November 11, 2025

Subject: Vision Plan Amendment Impact – Proposed Amendment to West Linn Waterfront Vision Plan Removing Medium-Density Zoning from Publishers Pond Parcel within Waterfront TIF District

Overview

This memorandum is submitted to clarify the potential impacts of the proposed Vision Plan removal of medium-density zoning from the Publishers Pond parcel and my objection. The amendment, as I understand it, is part of the Waterfront District Vision Plan and affects land situated within both the West Linn Waterfront Tax Increment Financing (TIF) District and the Urban Renewal Area. It is the southern anchor and linchpin of the district. The proposed zoning change is significant as it alters the development feasibility, property valuation, and consistency with the district's established revitalization objectives.

Key Concerns

Contradiction with Comprehensive Plan

The City's Comprehensive Plan designates medium-density zoning for the entire 38-acre parcel. The proposed amendment would remove this zoning overlay specifically from Publishers Pond, which is where such designation is most critical. There has been no publicly shared rationale or supporting analysis explaining this targeted removal.

Impact on Development Feasibility

By eliminating medium-density zoning, the parcel's potential for development is significantly reduced. This limitation increases the possibility that either additional public subsidy will be needed to achieve a viable development outcome, or if that is not forthcoming it is not feasible to be redeveloped and therefore, I object. Conversely, if the medium density is allowed to remain in place it decreases the

likelihood that a public subsidy is required as I shared with you and Darren at our last meeting. As a result, the parcel's ability to meaningfully contribute to the TIF district's increment goals is diminished.

Valuation Implications

Restricting the property's use through zoning changes appears to lower its value by preventing it from achieving its highest and best use. If this impact is intentional, it raises serious questions about the valuation method employed and whether it aligns with the broader objectives of urban renewal.

Request for Clarification

- What criteria and methodology were used to assess the parcel's value after the proposed zoning change?
- What is the rationale for removing medium-density zoning from Publishers Pond, considering its strategic position as the southern anchor and essential component of the district, and its alignment with district goals?
- In what ways does this amendment further the City's objectives for housing diversity, civic revitalization, and fiscal performance within the TIF district?

Conclusion

As a social entrepreneur, architect, and developer, I remain dedicated to aligning private investment with public benefit. However, the proposed zoning amendment creates substantial obstacles to achieving that alignment. I am eager to discuss possible solutions, including restoring the medium-density designation or considering alternative overlays that would preserve both development feasibility and positive civic impact.

Respectfully,

Bob Schultz

SDG-2, LLC

West Linn, Oregon

—
Bob Schultz, AIA
SDG-2, LLC

bob.s@rivianna.com
c: (971) 456-8678

"The future is not something we enter. It is something we create." Leonard I. Sweet

Wyss, Darren

From: Amanda Ford <amanda@optimizetech.com>
Sent: Monday, November 17, 2025 3:32 PM
To: City Council; Planning Commission (Public)
Subject: Public Comment RE: Agenda Bill 2025-11-18-04: Public Hearing: RESOLUTION 2025-13, ADOPTING THE WEST LINN WATERFRONT VISION PLAN

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Mayor and Council Members,

I am writing because the community has been clear about the future of the land south of 5th Avenue. This parcel is environmentally sensitive, flood-prone, and essential to the health of the Willamette River. Thousands of residents have asked that it be restored and protected, not treated as a development site based on outdated zoning.

Your Planning Commission heard that message. The public record reflects it. Yet the map on page 36 still does not. A Vision Plan should tell the truth about what people have said and where we are headed as a city. Right now, this one falls short.

The fix is simple. Label the parcel in a way that reflects the community's stated preference for environmental restoration. Doing so does not change zoning or restrict rights. It simply acknowledges reality. And it shows that public participation in West Linn matters.

Leadership often calls for quiet, steady choices that build trust. This is one of those moments. Years from now, we will not remember the procedural debate. We will remember whether we acted with care for our river, for our neighborhoods, and for the people who spoke up.

I urge you to make this change and align the Vision Plan with the community you serve.

Thank you for your time and your commitment to West Linn.

Sincerely,
Amanda Ford
West Linn resident

Wyss, Darren

From: Russell Axelrod <rbaxelrod@yahoo.com>
Sent: Monday, November 17, 2025 10:48 PM
To: Bialostosky, Rory; Bryck, Carol; Baumgardner, Mary; Groner, Lou; Bonnington, Kevin
Cc: Koper, Steve; Wyss, Darren; Williams, John; Terence Shumaker; Nicole Jackson
Subject: My testimony RE Draft Waterfront Vision Plan agenda item, Council hearing dated Nov 18, 2025
Attachments: Axelrod comments-testimony to Council_Draft Waterfront Vision Plan_11-18-25 hearing.pdf

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Mayor and Council Members,

I must express my disappointment in not finding certain revisions requested to the Waterfront Vision Plan in your packet for Tuesday's hearing. The lack of any acknowledgement of my past comments/testimony, and the absence of public discussion of some of these issues by Council members in this Vision Plan process, is equally troubling.

Please find attached my final comments at this stage, limited to the 5th Avenue parcel matter, where Council has so far refused to make a simple, but important map adjustment that your community overwhelmingly supports.

I am unable to attend Tuesday's hearing because of a prior commitment with my grandson in SE Portland. If Terence Shumaker is able to attend the hearing, I have asked that he read this testimony into the record on my behalf. If Terence is unable to attend due to health issues, I respectfully request that Mayor Bialostosky read my testimony into the record. If the Mayor is not present at the hearing, I request another Councilor read the testimony into the record.

Respectfully,

Russ Axelrod
19648 Wildwood Drive, West Linn, OR 97068
rbaxelrod@yahoo.com
(503) 312-8464

Comments/Testimony For 11/18/25 City Council Hearing on West Linn Waterfront Vision Plan

To: Mayor and City Council Members
From: Russ Axelrod, Former Mayor, Planning Commissioner, and 34-yr resident of West Linn
Date: November 17, 2025

Mayor and Council Members,

I am testifying yet again to urge you to adjust the map on page 36 of the *Waterfront Vision Plan* to reflect the vision the community has overwhelmingly requested for the property immediately south of 5th Avenue in Willamette.

The *Vision Plan* is intended to capture and guide the community's aspirations for the future of this unique and valued area of West Linn. For the 5th Avenue parcel, nearly 4,000 residents have expressed their preference for environmental restoration rather than housing development reflected by existing, outdated zoning.

The West Linn Planning Commission (PC) recently affirmed this preference and recommended that Council remove any reference to development on this environmentally sensitive property that reflects existing, dated zoning. As Council should understand by now, the map on page 36 is not a zoning map; it is simply a forward-looking expression of the community's vision for future growth!

Yet, despite the PC's recommendation and extensive public testimony, the community's vision for this parcel does not appear anywhere in the *Vision Plan*. This omission is unacceptable to the community—and it should be unacceptable to Council!

To correct this, I'm respectfully requesting (again) that Council adopt the simple map revision I proposed in my testimony to Council on October 29, 2025:

- Use a different color or pattern for the area south of 5th Avenue currently labeled "Potential Development Area."
- Replace that label with "**Community preference for environmental restoration, not housing under current zoning.**"

I'm pressing this issue as a matter of clear principle and representation by/from our governing body. You were elected to represent the best interests of our community. Don't be swayed by some that have told you such action could be construed as anything but a simple acknowledgement and reflection of the community's vision/desire for its future growth. This isn't a decision that binds anything or anyone. But not taking this action will severely impact stewardship steps needed, such as future zoning changes and long-term potential environmental and legal strategies beneficial to West Linn.

Council's failure to take this action will reflect on your legacy and will have long and everlasting consequences for our city and for each of you. Do the right thing and simply adjust the map requested by your community and enable better stewardship for our future growth.

Respectfully,
Russ Axelrod

FRIENDS OF
Willamette
WETLANDS

November 18, 2025

To: West Linn City Council
From: Friends of Willamette Wetlands
Subject: Final Statement Concerning the Waterfront Vision Plan for November 18th Hearing

Dear Mayor Bialostosky and Councilor Bonnington, Councilor Groner, Councilor Baumgardner and Councilor Bryck,

In January of this year, our organization submitted a letter of concern to the City Council and Waterfront Working Group regarding the vision for the Pond District in the Final Draft Waterfront Vision Plan. Unfortunately this letter, in its entirety, was never shared with the Working Group. While a few items of concern have been addressed through additional public comment to the Planning Commission this fall, key outstanding concerns remain that we would like to have on the record for this hearing and propose a solution to implement before the City Council adopts the Vision Plan.

Remaining Concerns in the Pond District

We appreciate the multi-year effort on this matter and our intent here is to ensure that this "community vision plan" accurately reflects the feedback collected from the community, along with existing city policy and guidelines. That being said, the following issues still exist in the proposed Vision Plan:

- **Potential Development Area South of 5th Ave on Pond District Map** – Depicted on page 36 in the Vision Plan, this potential development threatens both the floodplain function of the area and the 100 ft buffer for the Willamette Wetlands in our city code. This area is also outlined in the West Linn Natural Hazards Mitigation Plan as having the highest number of natural hazards, including steep slopes, flooding and earthquake risk. Development in this area is not feasible or worth the risk to residents, a fact that the Planning Commission agreed with during the September 17th Hearing.
- **Proposed Medium Density Housing for the Pond District** – Page 38 of the Vision Plan proposes medium density housing for Pond District. For the "Potential Development Area" south of 5th Ave, this conflicts with Comprehensive Plan Goal 2, Section 1, 7.b.i.:

  b. Medium density residential lands will meet all of the following criteria:
  i) Areas that are not subject to development limitations such as topography, flooding, or poor drainage.

Resolving Vision Plan Conflict with Existing City Policies and Community Input

Our proposed solution for this depicted map area south of 5th Ave in the Pond District is to:

1. Use a **different color or pattern** for the area south of 5th Avenue currently labeled "Potential Development Area."
2. Replace that label with **"Community preference for environmental restoration, not housing under current zoning."**

Replacing the "Potential Development Area" to "Community preference for environmental restoration" aligns not only with the tremendous community feedback noted in Appendix A of the Vision Plan, but also numerous city policies that emphasize the goal of smart development and environmental stewardship, namely:

- The **West Linn Sustainable Strategic Plan** to reduce the number of residents in high risk areas susceptible to natural hazards. As noted above, this "Potential Development Area" is outlined in the Natural Hazards Mitigation Plan as having the *highest number* of natural hazards.
- The **Environmental Stewardship Guidelines** in the Vision Plan itself, most notably, to *"Safeguard natural and sensitive areas through wetland, habitat, and shoreline restoration"*.
- The **2019 West Linn Parks & Rec Master Plan** that outlines a Planned Riverfront Park in this exact area.

As it has been stated previously by City staff, this plan is a vision of what the community would like to see – to be used as a guiding document for the future. Making this change to the Vision Plan not only reflects what the community wants to see for the Pond District, but better aligns with the Comprehensive Plan, Sustainable Strategic Plan, Natural Hazards Mitigation Plan, 2019 Parks & Rec Master Plan and the Environmental Stewardship Guidelines in the Vision Plan.

We will continue to represent the overwhelming community interest to preserve the wetlands and surrounding habitat and we will hold the city accountable to the original promise of preserving this area in the 2019 Parks & Rec Master Plan. Should the City Council choose to deny our proposed solution to valid community concerns, we would appreciate a reasonable explanation on the record.

Respectfully,

Friends of Willamette Wetlands

Wyss, Darren

From: Joe Zenisek <zenisek@pdx.edu>
Sent: Tuesday, November 18, 2025 12:00 PM
To: Planning Commission (Public)
Subject: Waterfront Vision Plan Adoption

Some people who received this message don't often get email from zenisek@pdx.edu. Learn why this is important

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I would like to voice my disapproval of the land use designation "future development" or "potential development" regarding the property along 5th ave where 52 townhouses are proposed. to better reflect the community's wishes that the land be left undeveloped.
Thank you!

--
Joe Zenisek EdD
(he/him/his)
Adjunct Professor / Clinical Educator
College of Education, Curriculum & Instruction
Portland State University

"And we walked out
once more
beneath the stars..." - Dante *Inferno*

CITY OF West Linn

Public Comment Form

I wish to speak during Public Comments (comments are limited to three minutes). Topic listed will be reflected in the meeting minutes.

Please specify topic (*required*): TREE PERMITS / LANDSLIDES

I wish to wait and speak on the agenda item listed below (comments are limited to three minutes).

Please specify agenda item (*required*):

_____

Please print:

Name: GREG MORSE

Phonetic spelling, if difficult to pronounce: _____

Address (Optional): 18335 NIXON AVE

City: W. LINN State: _____ Zip: _____

Email (Optional): _____ Phone (Optional): WILL GIVE

Please submit this form to the City Recorder along with copies of any material to be handed out to the Council.

Public comments, if requested, it may be disclosed to another party unless exempt from disclosure under Oregon Public Records Law.

CITY OF WEST LINN
PROPOSED TREE REMOVAL
AT 4121 Calaroga Circle

The West Linn City Manager is considering the request of the property owner of 4121 Calaroga Cir to remove two pine trees with diameter (dbh) of 24 and 30" located at the aforementioned address. The decision will be based on the approval criteria in Section 8.630 of West Linn's Municipal Ordinance. The expected date of this decision is August 26, 2005.

You have been notified of this request because County records indicate that you own property within 500 feet of the property submitting the request, in accordance with Section 8.620 of the West Linn Municipal Ordinance.

Any decision of the City Manager regarding a tree removal permit may be appealed to the City Council if such appeal is filed within 10 business days of the date of the City Manager's decision. The appeal shall be filed on forms provided by the City, and shall include a statement from the appellant listing the errors the appellant believes the City Manager has made in issuing the decision. If appealed, the City Council shall cause a public hearing to be held, notice to be given in a manner similar to the original notice, and in addition shall publish notice of the hearing in a newspaper of general circulation at least 10 business days prior to the hearing. The City Council shall consider the same approval criteria as considered by the City Manager. Any decision of the City Council shall be final.

To request a copy of the decision or for any information regarding this application, please contact:

ATTN:
Mike Perkins, West Linn City Arborist
22500 Salamo Rd. #1100
West Linn, OR 97068

503-557-4700

Mperkins@ci.west-linn.or.us

FROM GREG MORSE

FAX: 656-4106

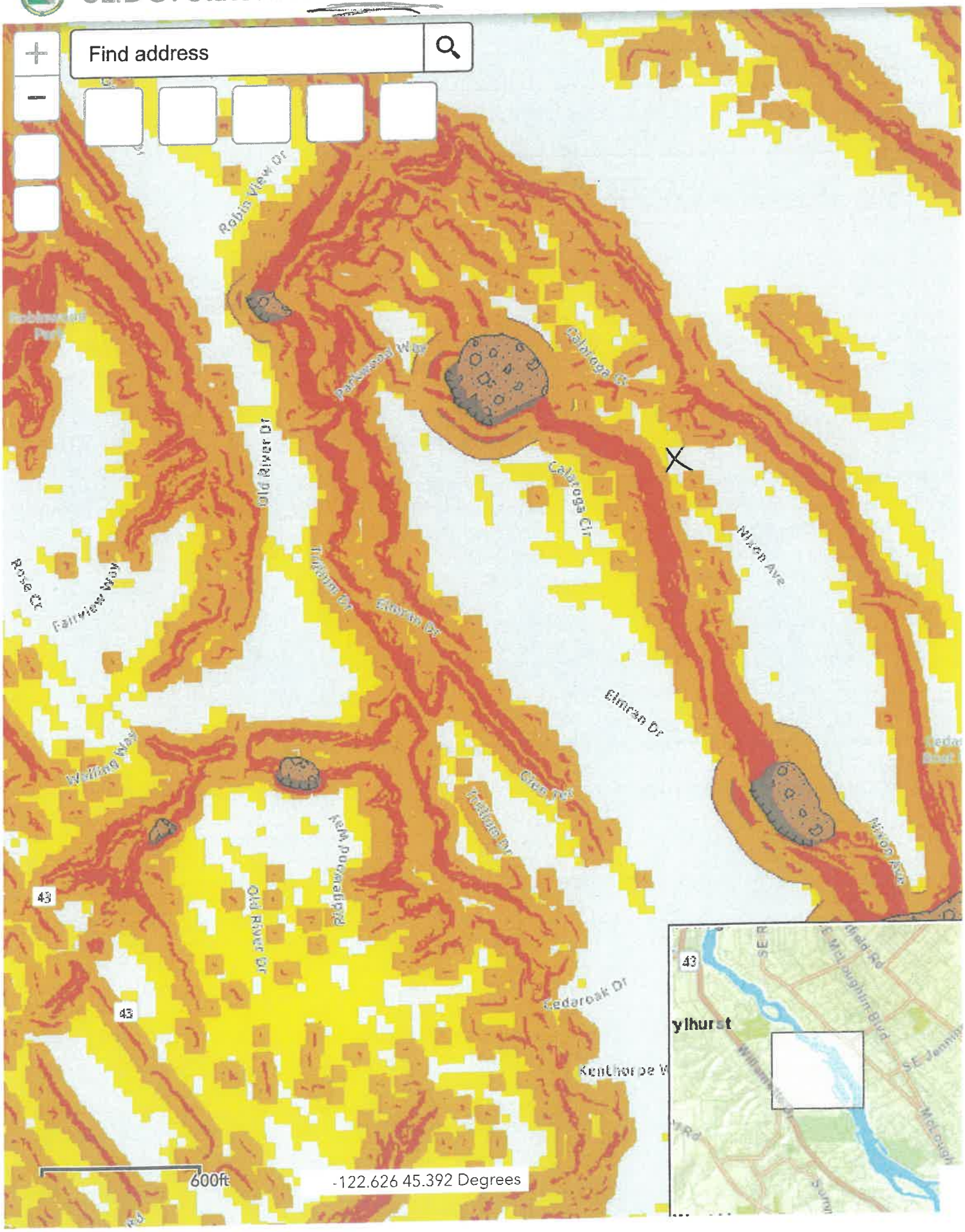
8/25/2005

Mike,

I have only these concerns regarding the proposed tree removal: As you can see from the City's planning maps enclosed, the hillside between Calaroga and Steamboat is identified as 1) Wildlife habitat and 2) Scenic area. I also have a Metro map designating this as a natural area of interest. As you know, the conservation easement next door (between Calaroga and Elmran) has still not been satisfactorily replanted, despite Gordon Howard's stipulation to the owners. Further degradation of this hillside resource should not occur. Presumably, the 2 trees in question are not part of this hillside area.

Greg Morse, 18335 Nixon Avenue, West Linn

SLIDO: Statewide Landslide Information Layer for Oregon



CITY OF West Linn

Public Comment Form

I wish to speak during Public Comments (comments are limited to three minutes). Topic listed will be reflected in the meeting minutes.

Please specify topic (*required*): program supervision / offices / waste of funds

I wish to wait and speak on the agenda item listed below (comments are limited to three minutes).

Please specify agenda item (*required*):

Please print:

Name: RAY INABNIT

Phonetic spelling, if difficult to pronounce: IN AB NITT

Address (Optional):

City: West Linn State: OR Zip: 97068

Email (Optional): raymond.inabnitt@gmail.com Phone (Optional):

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CITY OF West Linn

Public Comment Form

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Please specify topic (*required*): ~~N/A~~ West Linn Waterfront Plan

I wish to wait and speak on the agenda item listed below (comments are limited to three minutes).

Please specify agenda item (*required*): Yes

Please print:

Name: Jim Edwards

Phonetic spelling, if difficult to pronounce: _____

Address (Optional): _____

City: West Linn State: _____ Zip: _____

Email (Optional): _____ Phone (Optional): _____

Please submit this form to the City Recorder along with copies of any material to be handed out to the Council.

This form is subject to public records laws. If requested, it may be disclosed to another party unless exempt from disclosure under Oregon Public Records Law.

Howard, Teresa

From: City of West Linn <webmaster@westlinnoregon.gov>
Sent: Tuesday, November 18, 2025 10:12 AM
To: Howard, Teresa
Subject: City of West Linn Website submission: Meeting Request to Speak Signup

Submitted on Tuesday, November 18, 2025 - 10:11am

Submitted by anonymous user: 24.22.66.233

Submitted values are:

Full Name Terence Shumaker
Email Address shufly46@comcast.net
Cell Phone Number 5033133910
Home Phone Number 5033133910
Street Address 25430 Swiftshore Dr
City West Linn
State Oregon
Item you would like to speak on 6a - Waterfront Vision Plan
Board City Council
Meeting Date Tue, 11/18/2025

The results of this submission may be viewed at:

https://westlinnoregon.gov/node/45911/submission/90514