



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

# **WEST LINN CITY COUNCIL MEETING NOTES November 19, 2018**

## **Call to Order and Pledge of Allegiance to the Flag**

### **Council Present:**

Mayor Russ Axelrod, Council President Brenda Perry, Councilor Teri Cummings, Councilor Bob Martin, and Councilor Richard Sakelik\*.

### **Staff Present:**

City Manager Eileen Stein, City Recorder Kathy Mollusky, City Attorney Tim Ramis, Police Sergeant Jacob Howell, and Public Works Director Lance Calvert.

\*Councilors Martin and Cummings participated remotely.

## **Approval of Agenda**

Council President Brenda Perry moved to approve the agenda for the November 19, 2018, West Linn City Council Meeting, removing 6d. Prosecuting Attorney Contract, 7b. Vision of Cultural/Tourism Center for Old City Hall/Police Station, and 7c. Three-City Stafford IGA status. Councilor Richard Sakelik seconded the motion.

**Ayes: Mayor Russ Axelrod, Council President Brenda Perry, Councilor Teri Cummings, Councilor Bob Martin, and Councilor Richard Sakelik.**

**Nays: None.**

**The motion carried 5 - 0**

### [Public Comments \[10 min\]](#)

Rory Bialostosky re: data collection and photos taken at the high school. Data needs to be submitted by someone impartial. The data previously collected was in September and October, before high schoolers receive their licenses or enroll at Clackamas Community College. He is willing to have a conversation; however, the neighborhood association did not send them data. They proposed opening up three streets, the only thing that has happened is the parking has been further restricted. He submitted a letter with photos and both the bridges and parking lot were full. He does not believe the postcard is a viable option due to legal issues. It is discriminatory against kids who have to work or have disabilities and may not do as well in school.

### [Public Comment re: High School Parking](#)

Dan Carver re: data the Bolton residents took. They looked at how the students were using the bridge resource and also at the two parking lots. They looked in the morning and afternoon since kids were coming and going. On the upper lot, pictures were taken of empty spaces by number. There were 60 spots vacant, about 30 were in the upper lot in the morning. There were 20 spaces vacant in the afternoon. He is opposed to kids wanting to park in the residential zone to keep chaos of the students - congestion, noise, and mayhem - contained in front of the school and not in the neighborhoods. Students should use available resources effectively before being allocated more. The bridge has filled up, the parking lots have not.

### [Proclamations, Recognitions and Scheduled Presentations to the Council \[10 min\]](#)

#### [Small Business Saturday Proclamation](#)

#### [Proclamation](#)

Council President Perry read the proclamation.

### [Consent Agenda \[5 min\]](#)

#### [Agenda Bill 2018-11-19-01: Approve Draft Notes for the October 8, 2018 Meeting.](#)

#### [Draft Notes Information](#)

Council President Brenda Perry moved to approve the Consent Agenda for the November 19, 2018, West Linn City Council Meeting which includes the meeting notes for the October 8, 2018 meeting. Councilor Richard Sakelik seconded the motion.

**Ayes: Mayor Russ Axelrod, Council President Brenda Perry, Councilor Teri Cummings, Councilor Bob Martin, and Councilor Richard Sakelik.**

**Nays: None.**

**The motion carried 5 - 0**

[Business Meeting \[60 min\]](#)

[Agenda Bill 2018-11-19-02: RESOLUTION 2018-21 RECOGNIZING AND SUPPORTING THE EFFORTS OF THE HOMELESS SOLUTIONS COALITION OF CLACKAMAS COUNTY AS A COMMUNITY GROUP FUNCTIONING TO SEEK SOLUTIONS TO HOMELESSNESS](#)

[RES 2018-21 Homeless Coalition Information](#)

Councilor Sakelik read the resolution.

Council President Brenda Perry moved to approve Resolution 2018-21, recognizing and supporting the efforts of the Homeless Solutions Coalition of Clackamas County as a community group functioning to seek solutions to homelessness. Councilor Richard Sakelik seconded the motion.

**Ayes: Mayor Russ Axelrod, Council President Brenda Perry, Councilor Teri Cummings, Councilor Bob Martin, and Councilor Richard Sakelik.**

**Nays: None.**

**The motion carried 5 - 0**

[Agenda Bill 2018-11-19-03: RESOLUTION 2018-22 ADOPTING GUIDELINES FOR CIVIL DISCOURSE IN THE COMMUNITY](#)

[RES 2018-22 Civil Discourse Information](#)

[Public Comment re RES 2018-22](#)

Council President Perry thinks Council should be setting an example and wants to see more civility from Council.

Councilor Sakelik agrees with Council President Perry and believes the public needs to follow these guidelines also.

Councilor Cumming concurs.

Councilor Martin concurs, it is easier said than done.

Council President Perry read the resolution.

Mayor Axelrod, Councilor Sakelik, and Council President Perry read the civil discourse guidelines.

Council President Brenda Perry moved to approve Resolution 2018-22, adopting guidelines for community civil discourse. Councilor Richard Sakelik seconded the motion.

**Ayes: Mayor Russ Axelrod, Council President Brenda Perry, Councilor Teri Cummings, Councilor Bob Martin, and Councilor Richard Sakelik.**

**Nays: None.**

**The motion carried 5 - 0**

\*Councilor Cumming's telephone disconnected temporarily, when it reconnected, she asked to register a yes vote on Resolution 2018-22.

#### Public Comment

John Michaels stated the city of Portland has ejected people from their meetings. He asked if Council has enforcement options, if there is behavior where Council prohibits people from coming for a period of time, and if it is constitutional.

Mayor Axelrod hopes West Linn does not have that trouble here.

Councilor Sakelik stated that the Mayor can ask someone to stop or ask the Sergeant at Arms to remove them.

City Attorney Ramis stated that this particular document is about creating norms of behavior, it is not connected to enforcement. Everyone on Council supports the Constitution. West Linn has not had anything that tests the limits of that.

#### [Agenda Bill 2018-11-19-04: Portland Police Bureau Training Facility Intergovernmental Agreement](#)

##### [Police Training Facility IGA Information](#)

City Manager Stein stated that this is just an update to an earlier agreement that allows the option of using the Portland Police Bureau training facility when necessary.

Sergeant Howell gave the staff report and stated that the City of Portland increased the fees. The West Linn Police have not used this facility, it is just an option if Clackamas County's is not available.

Mayor Axelrod stated that it is nice to have options, some facilities are nicer than others.

Council President Brenda Perry moved to approve the Intergovernmental Agreement with the City of Portland and authorize the Police Chief to execute the agreement. Councilor Richard Sakelik seconded the motion.

**Ayes: Mayor Russ Axelrod, Council President Brenda Perry, Councilor Teri Cummings, Councilor Bob Martin, and Councilor Richard Sakelik.**

**Nays: None.**

**The motion carried 5 - 0**

**d. Agenda Bill 2018-11-19-05: Prosecuting Attorney Contract**

**Prosecuting Attorney Contract Information**

This item was pulled from the agenda.

**Agenda Bill 2018-11-19-06: Purchase of Sewer Line Cleaner Truck**

**Sewer Line Cleaner Information**

Mayor Axelrod stated that there are questions about the high expense of the truck.

Public Works Director Calvert gave the staff report stating that this is a sewer line replacement vehicle for an 18 year old vehicle. The cost is \$281,519 minus \$10,000 for the trade-in. It will be paid out of the sewer fund. There is \$300,000 budgeted for this purchase, so it is under budget. The City used a purchasing contract agreement (Sourcewell) that competitively uses the power of 50,000 agencies.

Councilor Sakelik asked how the machine works, what is the low end/high end price range of this equipment, what is the expected life, and is \$10,000 for a trade-in a good price.

Public Works Director Calvert stated any Council member or citizen may get hands on experience with sewer equipment. It is high pressure, not something you would do without training. It can take the paint off of a vehicle. In a bigger area, there would be a full time crew doing this and the equipment would not last as long. West Linn does it seasonally, it is more about hours than miles. Staff expects to get 15 years out of this equipment and tries to keep it as long as possible with a maintenance routine. Staff tries to exit the equipment before a rebuild/repair is needed which could cost \$50,000. The online website is getting less than \$5,000 for trade-ins at an auction basis, it is a pretty worn out machine. The Chassis is usually the most valuable part, what the market needs.

Council President Brenda Perry moved to approve the purchase of the Vac-Con sewer line cleaner truck in the amount of \$281,591 and trade-in the existing vehicle in accordance with the NJPA Cooperative Purchasing Contract. Councilor Richard Sakelik seconded the motion.

Mayor Axelrod asked if we could do a shared use agreement with another city.

Public Works Director Calvert stated that West Linn has joint shared use agreements with all our surrounding cities. Typically, the cities are doing this work at the same time. If another city needed our help, we would help. Do to the expense of the equipment, our people go with the equipment. If an opportunity arose, West Linn would pursue it.

**Ayes: Mayor Russ Axelrod, Council President Brenda Perry, Councilor Teri Cummings, Councilor Bob Martin, and Councilor Richard Sakelik.**

**Nays: None.**

**The motion carried 5 - 0**

## Mayor and City Council Reports [20 min]

### Committee for Citizen Involvement (CCI) Report Approval

Mayor Axelrod acknowledged the work done by the Committee for Citizen Involvement (CCI), citizens, staff, and attorneys to review the land use rules. The final report recommends to the City on how to proceed in three categories: administrative elements, Code revisions, and administrative changes. Those duties will be shared by staff, CCI, public input, and a working group that will guide the process under Chapter 98. He is looking forward to getting the working group together and read the acknowledgement paragraph from the report.

Council President Brenda Perry moved to Accept the Committee for Citizen Involvement Report dated July 17, 2018 and presented to Council on September 17, 2018. Councilor Richard Sakelik seconded the motion.

Councilor Sakelik thinks it is a great report and would like to start the process to get it into the Code to save problems in the future.

Council President Perry thanked the CCI and staff for their work on this, the CCI met twice monthly for a long time.

Councilor Martin thanked the group for their effort. The CCI came up with areas to improve and set the stage for a working group. He is looking forward to a revised Code.

Councilor Cummings thanked the citizens and those who participated.

Mayor Axelrod thanked Councilor Martin for his guidance and leadership. This is an outstanding achievement.

City Manager Stein stated that the Code changes have been worked into the Planning Docket that is used to prioritize changes.

Mayor Axelrod stated Council needs to collect names as potential participants in the working group.

**Ayes: Mayor Russ Axelrod, Council President Brenda Perry, Councilor Teri Cummings, Councilor Bob Martin, and Councilor Richard Sakelik.**

**Nays: None.**

**The motion carried 5 - 0**

### Public Records

Council President Perry thinks it is important for citizens to have access to public records; however, she is concerned. Council made these no charge. Seeing the reports of how many of

these come through, due to fiscal responsibility, Council needs to look at the fees - especially with the City Attorney reviewing them. She asked City Manager Stein to put numbers together on how much this costs in staff time and how much to redact and review these documents.

Mayor Axelrod asked if there was consensus of the Council.

Councilor Sakelik agrees, Council should know the costs, it should be a regular standard for everything.

Councilor Martin stated that it would be useful to have that data.

Councilor Cummings asked if the City has charged attorney fees for redactions in the past. Prior to Council's decision to reduce public record fees, the City charged a base rate, possibly \$60 per hour, regardless of whether records were redacted or not.

Mayor Axelrod would like to quantify the past practice and what the estimates are, Council needs to know what to do now.

City Manager Stein stated that the City modifies the master fees & charges once per year. The redacting was previously done by the Assistant City Attorney. The work has to be done by someone with training to redact and that is the City Attorney. Because of this, costs are higher than they were before.

Mayor Axelrod stated there is consensus to put the numbers together.

City Attorney Ramis inquired if staff has the time records the Assistant City Attorney was spending on that issue.

City Manager Stein stated that it could probably be recreated.

#### Citizen Appreciation Event

Councilor Sakelik thanked Councilor Cummings for the Citizen Appreciation Event. The people who attended had a good time.

Mayor Axelrod thanked Councilors Sakelik and Cummings, it was a nice event. Hopefully Council gets more to participate in the future.

Council President Perry thanked Councilors Sakelik and Cummings.

#### Citizen Advisory Group Vacancies

Mayor Axelrod stated the Council is looking for volunteers to serve on the citizen advisory groups. Several volunteers are intending on returning. He asked everyone to get applications in. Council wants them by the end of December because appointments will be made in January.

### National League of Cities Conference

Mayor Axelrod attended the National League of Cities (NLC) conference. He learned how to run more efficient meetings and attended workshops on civility, improving relationships with staff, homeless issues and he spent time with Youth Advisory Councils (YAC) in workshops and as an observer. He wants grant funds to send our YAC to Washington DC. Some of the issues YACs are working on are lowering the voting age to 16, gun control, sustainability, alcohol and drug addiction, mental health issues, potholes, eliminating smoking, standing up to violence, climate change, transition programs between 8th grade and high school, community gardens, and dating violence.

### ~~**b. Vision of Cultural/Tourism Center for old City Hall/Police Station**~~

This item was pulled from the agenda.

### ~~**c. Three City Stafford Intergovernmental Agreement Status**~~

This item was pulled from the agenda.

### **City Manager Report [10 min]**

No report tonight.

### **City Attorney Report [5 min]**

City Attorney Ramis stated that parties to the Land Use Board of Appeals (LUBA) case between Portland General Electric, Grand Ronde Tribe, and the Department of State Lands have agreed to a 30-day extension to try to resolve this issue without litigation.

### **Adjourn**

## **Mollusky, Kathy**

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**From:** Rory Bialostosky <roryforstudents@gmail.com>  
**Sent:** Monday, November 19, 2018 1:12 PM  
**To:** Mollusky, Kathy; City Council  
**Cc:** Stein, Eileen; pmalee@westlinntidings.com; Bolton  
**Subject:** Real Data on High School Parking - 11/19/2018  
**Attachments:** Real Parking Data.pdf

Dear City Recorder Mollusky, City Council, and others,

Please add the attached letter titled "Real Photographical Data on the West Linn High School Parking Issue" to the record under Public Comment for tonight's meeting. I will bring exact copies to distribute to the Councilors, and will give verbal remarks expanding on the letter. Photos taken on 11/16 of the bridges and Tripp lot are enclosed with the letter.

Thank you,  
Rory Bialostosky  
Chief Petitioner, *Support West Linn Students Initiative*

November 19th, 2018

Rory Bialostosky, *Support West Linn Students Initiative*

# **Real Photographical Data on the West Linn High School Parking Issue**

Dear City Council and others, please see the photos on page 2 and 3 below that show that bridges and parking lots are actually full, not empty or underutilized, as some have tried to portray. Photos of the bridges at full capacity were taken on Friday, November 16th, two different times during the day, once in the morning and once in the afternoon.

## **What is real data?**

Councilor Martin stated that the City has pursued “real data” on the parking issue. Mr. Carver has a vested interest in the outcome of the parking petition. The concept of “bias,” defined as the prejudice in favor of or against one thing, person, or group compared with another, usually in a way considered to be unfair, is present here. It’s concerning that the City Council accepts data that is provably false from questionable sources.

City Council doesn’t want to face the truth on this issue as it makes them uncomfortable. One e-mail from the Mayor even talks about “appeasing” the neighbors around the school. This process has been unfair from the beginning, and the acceptance of clearly biased data continues that narrative. All of this will come out during the campaign.

We must remember that the data collected by Bolton Neighborhood Association’s agents are from **SEPTEMBER AND OCTOBER**. Prior to almost an entire class of students receiving their licenses and becoming employable for jobs, taking classes at CCC, etc.

Through all of this, as the City Council pursues what it calls “real data” on the effectiveness / relief provided by the bridges, we must remember that **ALL** data collected on this topic are irrelevant and moot since the use of the bridges is **temporary**, a fact that nobody disputes.

Lastly, since when has the Bolton Neighborhood Association been a source that provides reliable, trustworthy inputs and data to the City? They do not.





## **Mollusky, Kathy**

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**From:** Abby Farber <abbyfarber@gmail.com>  
**Sent:** Thursday, November 15, 2018 11:24 AM  
**To:** City Council  
**Cc:** Axelrod, Russell  
**Subject:** My statement in support of Civil Discourse Resolution  
**Attachments:** RES\_2018-22\_Civil\_Discourse\_Information.pdf

To the City Council,

I am writing to express my support for Resolution 2018-22 which encourages citizens (including elected officials) to follow guidelines for Civil Discourse. (attached.) I would like my email to be included in comments provided to the Council on this resolution. (If I need to send this to someone else, please let me know.)

I believe that in today's national atmosphere of polarization, we in West Linn can be a model for how truly inclusive, caring and thoughtful public discourse can occur. We are a city comprised of many people from many backgrounds and political leanings. We all choose to live in this beautiful city, and want it to continue to be a place where all feel comfortable to express their opinions.

What I like about the guidelines is that they are a way to encourage more free speech and more effective communication. They ask for us to respect one another. They ask us to seek understanding. These are all good things that promote learning and growth. These kinds of guidelines appear in many cultures - and are all saying the same thing as the Golden Rule - "Do Unto Others as You Would Have Others Do Unto You."

Please vote to support this needed, timely, and excellent resolution. I think we can be a model city - showing the world how humans should interact with one another.

Respectfully,  
Abby Farber  
5560 Summit Street  
West Linn, Oregon 97068  
503-344-6926



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

## CITY COUNCIL AGENDA

Monday, November 19, 2018

5:00 p.m. – Pre-Meeting Work Session – Rosemont Room

6:30 p.m. – Business Meeting – Council Chambers

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1. Call to Order and Pledge of Allegiance to the Flag
  2. Approval of Agenda
  3. Public Comments [10 min]
  4. Proclamations, Recognitions and Scheduled Presentations to the Council [10 min]
    - a. Small Business Saturday Proclamation
  5. Consent Agenda [5 min]
    - a. Agenda Bill 2018-11-19-01: Approve Draft Notes for the October 8, 2018 Meeting.
  6. Business Meeting [60 min]
    - a. Agenda Bill 2018-11-19-02: RESOLUTION 2018-21 RECOGNIZING AND SUPPORTING THE EFFORTS OF THE HOMELESS SOLUTIONS COALITION OF CLACKAMAS COUNTY AS A COMMUNITY GROUP FUNCTIONING TO SEEK SOLUTIONS TO HOMELESSNESS
    - b. Agenda Bill 2018-11-19-03: RESOLUTION 2018-22 ADOPTING GUIDELINES FOR CIVIL DISCOURSE IN THE COMMUNITY
    - c. Agenda Bill 2018-11-19-04: Portland Police Bureau Training Facility Intergovernmental Agreement
    - d. Agenda Bill 2018-11-19-05: Prosecuting Attorney Contract
    - e. Agenda Bill 2018-11-19-06: Purchase of Sewer Line Cleaner Truck
  7. Mayor and City Council Reports [20 min]
    - a. Committee for Citizen Involvement (CCI) Report Approval
    - b. Vision of Cultural/Tourism Center for old City Hall/Police Station
    - c. Three-City Stafford Intergovernmental Agreement Status
  8. City Manager Report [10 min]
  9. City Attorney Report [5 min]
  10. Adjourn

### **Meeting Notes:**

**ADA Accommodations:** The Council Chambers is equipped with an induction loop and a limited number of neck loops for the hearing impaired. Please let the City know if you require any special assistance under the Americans with Disabilities Act, please call City Hall 48 hours prior to the meeting date, 503-657-0331.

**Public Comments:** General public comment is established to allow members of the public to speak for five minutes at the beginning of each Council/Planning Commission meeting and work session on any community matter other than specific agenda items. The Mayor/Chair may adjust comment time according to the length of the agenda or the number of requested speakers.

**Business Meeting Comments:** Members of the public are invited to speak for five minutes on any specific agenda items. The Mayor/Chair may adjust comment time according to the length of the agenda or the number of requested speakers.

Persons requesting to speak must first submit a completed testimony form to Staff. A separate slip must be turned in for each item. Verbally abusive or slanderous comments are not allowed. When called upon, speakers shall first state their name and city of residence. Copies of written comments and materials are to be handed to Staff to deliver to the Council/Commission. If a speaker wishes to show a presentation, the presentation must be delivered to Staff 48-hours prior to the meeting.

Councilors/Commissioners are not expected to engage in discussions while receiving comments; however may ask clarifying questions with the Presiding Officer's permission. Later, during the business portion of the meeting, Councilors/Commissioners may discuss concerns and direct questions to the City Manager with the understanding that answers from staff may not be immediately available.

A neighborhood representative may speak as an individual as well as the neighborhood representative when presenting items voted upon by the neighborhood association. When presenting items on behalf of the neighborhood association, the designated representative will be allowed up to 10 minutes for this testimony.

**Consent Agenda:** Consent Agenda items are routine and will not be allotted individual hearing time. The items may be passed in one blanket motion. Any Member may remove an item for discussion or questions by requesting such action prior to consideration.

**Executive Session:** When needed, the Council will meet in Executive Session pursuant to ORS 192.660.

**Sensitivity:** Please help us to accommodate citizens who are chemically sensitive to fragrances and other scented products. Thank you for not wearing perfume, aftershave, scented hand lotion, fragranced hair products, and/or similar products.

# PROCLAMATION

## West Linn, Oregon

**WHEREAS**, the City of West Linn celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 28.8 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, are responsible for 63 percent of net new jobs created over the past 20 years; and

**WHEREAS** small businesses employ 48 percent of the employees in the private sector in the United States; and

**WHEREAS**, 33 percent of consumers' holiday shopping will be done at small, independently-owned retailers and restaurants; and

**WHEREAS**, 91 percent of all consumers believe that supporting small, independently-owned restaurants and bars is important; and

**WHEREAS**, 76 percent of all consumers plan to go to one or more small business as part of their holiday shopping; and

**WHEREAS**, the City of West Linn supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

**WHEREAS**, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

**NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY OF WEST LINN**, that Saturday, November 24, 2018 is:

### **SMALL BUSINESS SATURDAY**

and we urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

DATED THIS 19TH DAY OF NOVEMBER, 2018.

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RUSSELL B. AXELROD, MAYOR

ATTEST:

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KATHY MOLLUSKY, CITY RECORDER



CITY OF  
**West  
Linn**

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**Agenda Bill 2019-11-19-01**

Date: November 8, 2018

To: Russ Axelrod, Mayor  
Members, West Linn City Council

From: Kathy Mollusky, City Recorder *KM*

Through: Eileen Stein, City Manager *ES*

Subject: Draft Notes

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**Purpose**

Approval of City Council Notes

**Question(s) for Council:**

Does Council wish to approve these City Council Meeting Notes?

**Public Hearing Required:**

None required.

**Background & Discussion:**

The mentioned City Council Meeting Notes are ready for Council approval.

**Budget Impact:**

N/A

**Sustainability Impact:**

Council continues to review minutes online, reducing paper waste.

**Council Options:**

1. Approve Council Notes
2. Revise and approve Council Notes

**Staff Recommendation:**

Approve Council Notes

**Potential Motions:**

I move to approve the October 8, 2018 Council Meeting Notes.

**Attachments:**

1. October 8, 2018 Council Meeting Notes



CITY OF  
**West Linn**

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

# **WEST LINN CITY COUNCIL MEETING NOTES October 8, 2018**

## **[Call to Order and Pledge of Allegiance to the Flag](#)**

### **Council Present:**

Mayor Russ Axelrod, Council President Brenda Perry, Councilor Teri Cummings, Councilor Bob Martin, and Councilor Richard Sakelik.

### **Staff Present:**

City Manager Eileen Stein, City Recorder Kathy Mollusky, Assistant to the City Manager Dylan Digby, City Attorney Tim Ramis, Deputy City Manager John Williams, and Parks and Recreation Director Ken Worcester.

## **[Approval of Agenda](#)**

Council President Brenda Perry moved to approve the agenda for the October 8, 2018, West Linn City Council Meeting with one addition: the introduction to the City Prosecutor. Councilor Bob Martin seconded the motion.

**Ayes: Mayor Russ Axelrod, Council President Brenda Perry, Councilor Teri Cummings, Councilor Bob Martin, and Councilor Richard Sakelik.**

**Nays: None.**

**The motion carried 5 - 0**

### [Public Comments \[10 min\]](#)

Mike Grant, running for Clackamas County Assessor. The Assessor's office is a multi-billion corporation. He explained what the office does, said the elected needs to be experienced, and asked Council to look at the difference between him and his opponent.

### [Proclamations, Recognitions and Scheduled Presentations to the Council \[40 min\]](#)

City Manager Stein introduced John Millar, he is our interim City Prosecutor and Council will approve his contract next month making him the permanent City Prosecutor.

### [West Linn-Oregon City Rivalry Day Proclamation](#)

#### [Proclamation](#)

Council President Perry read the proclamation.

Mayor Axelrod stated the rivalry breakfast is early in the morning at the Elks Club in Oregon City on October 23.

### [National Parks Proclamation](#)

#### [Proclamation](#)

#### [National Parks Information](#)

Councilor Sakelik read the National Parks Proclamation.

### [Tualatin Valley Fire and Rescue \(TVF&R\) State of the District Presentation](#)

Chief Kenny Frentress, Division Chief at Tualatin Valley Fire and Rescue, gave the presentation.

#### [Presentation](#)

### [Homeless Solutions Coalition of Clackamas County Presentation](#)

#### [Homeless Solutions Information](#)

Nancy Ide and Dan Fowler, Homeless Solutions Coalition of Clackamas County, gave the presentation.

#### [Presentation](#)

### [Consent Agenda \[5 min\]](#)

#### [Agenda Bill 2018-10-08-01: Approve Draft Notes for June 18, 25, July 9, 23, August 6, and September 10](#)

#### [Draft Notes Information](#)

Council President Brenda Perry moved to approve the Consent Agenda for the October 8, 2018, West Linn City Council Meeting which includes the meeting notes for June 18, 25, July 9, 23, August 6 and September 10 as amended. Councilor Bob Martin seconded the motion.

**Ayes: Mayor Russ Axelrod, Council President Brenda Perry, Councilor Bob Martin, and Councilor Richard Sakelik.**

**Nays: Councilor Teri Cummings.**

**The motion carried 4 - 1**

### [Business Meeting \[60 min\]](#)

#### [Agenda Bill 2018-10-08-02: Willamette Park Softball Field Contract Award and Findings Supporting an Exemption to Public Bidding Process](#)

#### [Willamette Park Softball Field Information](#)

Parks and Recreation Director Worcester gave the staff report. The project is in the athletic field section in the General Obligation (GO) Bond list categorized as a medium sized project. This is the same process used for Fields Bridge Park. The league is able to receive better pricing than the City, and the league brings costs down through donations and labor donations.

Mayor Axelrod asked how much is the dollar being reduced through the league's effort?

Parks and Recreation Director Worcester answered it is about a \$70,000 savings.

Councilor Sakelik asked if this comes out of the \$950,000 geared for fields and is this project on the dashboard?

Parks and Recreation Director Worcester replied it is figured into the \$950,000.

City Manager Stein stated the dashboard is scheduled for Council's November 5 Work Session.

Councilor Martin asked for an explanation of why the City does not have to do a competitive bid process. Has the City determined someone else could do it for \$200,000?

Parks and Recreation Worcester explained the rules allow for an exemption when receiving donations and reduced pricing so the City can accept it or can choose to go out for bids. The City evaluated similar projects in the Metro area, this is where the City came up with the \$300,000 estimate. With the current construction climate, it would probably be higher.

City Manager Stein added Council will approve the findings that determine why a sole source is approved in the awarding of this contract.

City Attorney Ramis stated Council is permitted to rely on the testimony of expert staff to make a judgement.

Council President Brenda Perry moved to adopt the Local Public Contracting Rules Exemption Findings and award the contract in the amount of \$230,000 for the Willamette Park Infields Project to the West Linn Softball Association. Councilor Teri Cummings seconded the motion.

**Ayes: Mayor Russ Axelrod, Council President Brenda Perry, Councilor Teri Cummings, Councilor Bob Martin, and Councilor Richard Sakelik.**

**Nays: None.**

**The motion carried 5 - 0**

**[Agenda Bill 2018-10-08-03: Willamette Locks Intergovernmental Agreement with Clackamas County](#)**

**[Willamette Locks IGA Information](#)**

Deputy City Manager Williams gave the staff report. West Linn is one of many public and private sector entities supporting the effort to repair and reopen the Locks. Mayor Axelrod is Chair of the Willamette Falls Locks Commission. The two-year cost of the commission's work and all the related work is just over \$1.1 million. The project partners have put together a funding plan that includes over \$700,000 from the State of Oregon and the rest of the funds coming from local governments, tourism, and business. Clackamas County and Metro have put in \$120,000 each. Tourism and business have put in \$140,000. Willamette River cities are the last piece of the puzzle. Mayor Axelrod has been working to secure commitments from other cities. West Linn approved two years of funding in the budget in the amount of \$30,000. If Clackamas County accepts money from another government, there has to be an Intergovernmental Agreement (IGA). This IGA states that this project exists, the City is contributing to the financing, and Clackamas County is the project manager. The other cities that have said yes include Oregon City, Lake Oswego, Canby, and Wilsonville. The City is working on Portland, Gladstone, Milwaukie, and Newberg.

Mayor Axelrod asked if the other cities have to do an IGA.

Deputy City Manager Williams stated yes, they are. Lake Oswego and Oregon City have already approved their IGAs and sent the money. Canby and Wilsonville are working on their IGAs.

Council President Brenda Perry moved to approve the Intergovernmental Agreement between Clackamas County and the City of West Linn in support of the Willamette Falls Locks project. Councilor Teri Cummings seconded the motion.

**Ayes: Mayor Russ Axelrod, Council President Brenda Perry, Councilor Teri Cummings, Councilor Bob Martin, and Councilor Richard Sakelik.**

**Nays: None.**

**The motion carried 5 - 0**

**[Agenda Bill 2018-10-08-04: Council Rules Changes - Code of Conduct and Other Changes](#)**  
**[Council Rules Information](#)**

Mayor Axelrod explained that Council is still doing background work on the Code of Conduct. Council is looking at legal issues, state laws, and confidentiality. Tonight, this is only addressing the Council Rules. There is one element on conduct that has been added to Council Rules, it formalizes that there is a process that Council recognizes and respects and will conduct itself in an appropriate manner. The process will follow guidance of the City policies. Council wants to talk to the new Councilors that are coming in and get their opinions.

City Manager Stein stated there are other changes being made to Council Rules. It reflects policies for compensation and expense reimbursement. Changes to the pre-meeting work session start time to 5:00 pm. Clarifies what meeting minutes shall include. Establishes a policy for posting pre-meeting written testimony from citizens. In addition, the one amendment Council made tonight clarifies that minutes will be posted on the agenda for approval at the next business meeting.

**Public Comments**

Emily Smith stated Council has worked on the Code of Conduct that would handle allegations of misconduct by elected officials for a year. There is still no safe process for residents to bring allegations forward. This language in the Council Rules does not give citizens confidence allegations can be reported in a safe manner or that the process will be timely and fair. There is no language on how to proceed. Council should look at what they can adopt now in the Code of Conduct. Waiting until next year puts the City and community at risk.

Christine Lewis stated in representative democracy, they talk about empowering citizens' voices and the value of participation. The Code of Conduct includes language that harassment will not be tolerated; however it does not go far enough. The structure of fair investigation and determining consequences is missing. Without saying how it is going to be done or how to report, the City will fall short of having an effective policy. If the process for staff is not going to be used, a parallel set of procedures and resources is necessary. She cited ORS 659A.403. Public protection might seem to extend to private space if it is part of a public City function. Civil rights extend to all our work and the City could be exposed to sexual harassment if it occurs in a public venue. Women are being shown that their complaints are unheeded and men are being shown that their self-discipline is unnecessary. Council has an opportunity to set an example.

Mayor Axelrod stated in the second sentence, change "and" to "any". In the fifth sentence change "appropriate" to "inappropriate".

City Manager Stein added under the Minutes section, add "Minutes will be posted on the agenda for approval at the next regular business meeting."

Council President Perry will be leaving the Council in December and there are two new councilors coming in. This council has put a lot of work into this; however, it will be finalized by the new council.

City Manager Stein informed the audience Council has a tracking log; this is how Council does not lose sight of important items and this item is listed on the log.

Mayor Axelrod asked if the Council tracking log is this on the website. Staff replied no; however, it is attached to Council agendas.

Councilor Sakelik stated as Council goes through the discussion, he encourage everyone to add their input.

Councilor Martin discussed the same reservations that Ms. Smith expressed in the pre-meeting. He understands the desire to have an intermediate step to have progress. He does not want to take the pressure off to get the final Code of Conduct done. He is inclined not to support this because putting a half measure in place decreases the pressure. He knows Council is committed to it, he is doing what he can to make it work for everybody. He is not against the Code of Conduct, he just wants a strong Code of Conduct as soon as possible.

Councilor Cummings invited the public to listen to the discussion that occurred at the pre-meeting work session. Council discussed approving rules with this language or waiting until they can get something more detailed. The Council does not have jurisdiction over the employee Code of Conduct and it has ambiguous language. Council will rely on it for guidance. With the employee process, there is a level of confidentiality. This is still a Council priority to handle in a timely manner, they want to be responsive and respectful to all parties. Council is trying to be fair and balanced by getting all parties involved. Going through the City's personnel policies would be longer conversation.

Council President Perry stated this is a complicated process. Council is voted into office, they are not employees and cannot be fired. She understands Councilor Martin concerns; however, this is not going to be pushed off. It is a priority and they do not want to rush it.

Councilor Sakelik said the majority of the delay is Council came up with additional questions. They want to make sure has it has the teeth to address what they want to do. It is a priority.

Council President Brenda Perry moved to approve adoption of the Council Rules as amended dated October 8, 2018. Councilor Teri Cummings seconded the motion.

Mayor Axelrod added he hears all sides and comments. It is important to have a placeholder in Council Rules about conduct. It sets the framework, is a path forward, and clarified the process. It is important to get it in now for everyone's protection. It is clear where Council considers its conduct in this regard.

**Ayes: Mayor Russ Axelrod, Council President Brenda Perry, Councilor Teri Cummings, Councilor Bob Martin, and Councilor Richard Sakelik.**

**Nays: None.**

**The motion carried 5 - 0**

### [Mayor and City Council Reports \[20 min\]](#)

### [Appointment to the Economic Development Committee](#)

Mayor Axelrod explained there are going to be many openings on the different boards. Currently, there are two openings on the Commission for Citizen Involvement (CCI) and one on the Citizens' Budget Committee. If you have a financial acumen and want to participate in the process, Council could use your help.

Mayor Axelrod placed before Council appointing Matt Lorenzen to the Economic Development Committee.

Council President Brenda Perry moved to approve the Mayor's appointment. Councilor Bob Martin seconded the motion.

**Ayes: Mayor Russ Axelrod, Council President Brenda Perry, and Councilor Bob Martin.**

**Nays: Councilor Teri Cummings, and Councilor Richard Sakelik.**

**The motion carried 3 - 2**

Councilor Cummings informed the public that the Arts and Culture committee position openings are posted online. Council is hoping to have a large number of people involved in the process. The General Obligation (GO) bond passed and 1.5 percent of the project cost that the City undergoes for City owned facilities and parks projects will be dedicated to some kind of art installation. The Clackamas Arts Alliance has assisted in the City's program for the last ten years and the City will be looking for guidance and a partnership with them. Examples of art are at the library down towards children's area and at the Police Station. She invited citizens who are interested in arts, culture, and history to apply. They are looking for seven members. Council has not decided if they are going to appoint now or have the new council appoint.

Councilor Martin stated they are in process of forming a working group to create the Code for Chapter 99. If you have an interest in the Code, whether you are on the developer or anti-developer side, he invited you to let Ms. Stein know you are interested. The whole purpose of the Chapter 98 changes was to create a dialog to work together. This is a chance to shape the Code.

Mayor Axelrod stated Council is looking for a lot of volunteers, it is important to get involved in the community. The National League of Cities does an annual conferences in Washington DC. The other conference, the city summit, rotates and next month it is in Los Angeles. He is going to register himself and go.

Councilor Martin encourages the returning councilors to consider going and new councilors to attend.

Mayor Axelrod stated the new councilors cannot go as representatives, they can go on their own.

#### [City Manager Report \[10 min\]](#)

City Manager Stein had schedule questions for the November Council Meetings. November 12 is Veteran's Day. She discussed moving the business meeting to November 13 in the afternoon because the Chambers is booked for a trial or making the work session a regular meeting and having the work session on November 13.

Council discussed their schedules and their preference for having the meetings in Chambers in the evenings.

City Manager Stein will do doodle poll on availability to meet about Stafford before November 8. There will be the mayor and one delegate invited to attend the Stafford meeting. She asked if the passenger ferry service was an interest to Council.

Mayor Axelrod had a conversation about regional ferry service. He was not sure if this should come before the locks commission or the City.

#### [City Attorney Report \[5 min\]](#)

No report tonight.

#### [Adjourn](#)

Draft Notes



CITY OF  
**West  
Linn**

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**Agenda Bill 2019-11-19-02**

Date: November 8, 2018

To: Russ Axelrod, Mayor  
Members, West Linn City Council

From: Eileen Stein, City Manager *ES*

Subject: Resolution Supporting Homeless Solutions Coalition of Clackamas County

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**Purpose**

To express the City of West Linn's support for the Homeless Solutions Coalition of Clackamas County.

**Question(s) for Council:**

Does Council wish to express its support for the work of the Homeless Solutions Coalition of Clackamas County through the adoption of the attached resolution?

**Public Hearing Required:**

None required.

**Background & Discussion:**

On October 8, 2018, Nancy Ide and Dan Fowler representing the Homeless Solutions Coalition of Clackamas County made a presentation to the City Council outlining the work being done by the organization to address homelessness in Clackamas County. The Council expressed its desire to support the work of the coalition through the adoption of the attached resolution.

During the presentation, the Council expressed interest in identifying a liaison to the coalition from the West Linn Police Department, similar to that which is done in Oregon City. Staff will follow up on this suggestion to have similar representation and coordination.

**Budget Impact:** N/A

**Sustainability Impact:** N/A

**Council Options:**

1. Approve the attached resolution.
2. Do not approve the resolution.

**Staff Recommendation:**

Approve the resolution demonstrating the City of West Linn's support for the coalition's work.

**Potential Motion:**

I move to approve Resolution 2018-21, RECOGNIZING AND SUPPORTING THE EFFORTS OF THE HOMELESS SOLUTIONS COALITION OF CLACKAMAS COUNTY AS A COMMUNITY GROUP FUNCTIONING TO SEEK SOLUTIONS TO HOMELESSNESS

**Attachments:**

1. Resolution

**RESOLUTION NO. 2018-21**

**A RESOLUTION RECOGNIZING AND SUPPORTING THE EFFORTS OF THE HOMELESS SOLUTIONS COALITION OF CLACKAMAS COUNTY AS A COMMUNITY GROUP FUNCTIONING TO SEEK SOLUTIONS TO HOMELESSNESS**

**WHEREAS**, homelessness is a critical issue facing our nation, Oregon, and the Clackamas County region; and

**WHEREAS**, the dynamics surrounding homelessness are complex, impacting individuals, families with children, the mentally ill, victims of domestic violence, veterans, and many others; and

**WHEREAS**, community and civic leaders across the nation are seeking opportunities to expand temporary housing, affordable housing, emergency shelters, and other supportive safety-net services; and

**WHEREAS**, community leaders from Oregon City and the surrounding Clackamas County region have collaborated to seek solutions, address impacts, reduce homelessness in our region, and strive for independent living where possible; and

**WHEREAS**, the City Council recognizes the need for assistance to the homeless population and the provision of services to support independent living.

**NOW, THEREFORE, THE CITY OF WEST LINN** recognizes and supports the efforts of the Homeless Solutions Coalition of Clackamas County as a community group functioning with the purpose of seeking solutions to homelessness in the Clackamas County region.

This resolution was PASSED and ADOPTED this 19th day of November, 2018, and takes effect upon passage.

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RUSSELL B. AXELROD, MAYOR

ATTEST:

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KATHY MOLLUSKY, CITY RECORDER

APPROVED AS TO FORM:

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CITY ATTORNEY

**Agenda Bill 2019-11-19-03**

Date: November 8, 2018

To: Russ Axelrod, Mayor  
Members, West Linn City Council

From: Eileen Stein, City Manager *ES*

Subject: Resolution Adopting Guidelines for Community Civil Discourse

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**Purpose**

To express the City of West Linn's support for civil discourse in civic affairs through the adoption of the following guidelines.

**Question(s) for Council:**

Does Council wish to adopt guidelines for civil discourse in civic affairs through the adoption of the attached resolution?

**Public Hearing Required:**

None required.

**Background & Discussion:**

At the November 5 work session, the Council completed discussions on a set of guidelines to establish standards for civil discourse in city and community affairs. The Council will model these guidelines and desires they be followed in all areas of civic life in the West Linn community.

**Budget Impact:** N/A

**Sustainability Impact:** N/A

**Council Options:**

1. Approve the attached resolution.
2. Do not approve the resolution.

**Staff Recommendation:**

Approve the resolution adopting guidelines for community civil discourse.

**Potential Motion:**

I move to approve Resolution 2018-22 ADOPTING GUIDELINES FOR COMMUNITY CIVIL DISCOURSE

**Attachments:**

1. Resolution

**RESOLUTION NO. 2018-22**

**A RESOLUTION ADOPTING GUIDELINES FOR CIVIL DISCOURSE IN THE COMMUNITY**

**WHEREAS**, the nature of public debate nationally has become increasingly, yet needlessly, rancorous and divisive; and

**WHEREAS**, an atmosphere of incivility and disrespect can have a damaging effect on the proceedings, on the quality of debate, and on the practice of democracy itself;

**WHEREAS**, the citizens of West Linn place high value on respect and civility and see that these characteristics are essential to any healthy community; and

**WHEREAS**, the West Linn City Council sometimes addresses controversial issues about which people often feel passionately, which at times leads to disrespectful or uncivil behavior; and

**WHEREAS**, the West Linn City Council desires for more civil discourse and discussion in the community and at City Hall; and

**NOW, THEREFORE, BE IT RESOLVED, THE CITY OF WEST LINN** recognizes the need for guidelines to achieve more civil discourse in the community and at City Hall; and

**BE IT FURTHER RESOLVED**, the West Linn City Council adopts the attached guidelines in order to find positive resolutions to the issues that face our city.

This resolution was PASSED and ADOPTED this 19th day of November, 2018, and takes effect upon passage.

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RUSSELL B. AXELROD, MAYOR

ATTEST:

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KATHY MOLLUSKY, CITY RECORDER

APPROVED AS TO FORM:

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CITY ATTORNEY

# Working Together For a Better West Linn

## Guidance for Civil Discourse

(West Linn City Council, November 2018)

The West Linn City Council desires to promote civil discourse through action and education to improve public policy decisions and processes. For this goal we prepared this guidance to encourage civility and a spirit of community in our public settings, meetings and correspondence. We recognize the differences among us and that spirited debate is a vital part of our democracy. Participation in civic and public life does not require us to sacrifice our deepest convictions; rather, we best protect our own rights by protecting the rights of others and adhering to high ethical standards. Civil discourse means, at a minimum, mutually respectful, courteous, constructive and orderly communication. With this in mind we propose the following ground rules for public engagement:

- Assume the best in others and remember that everyone wants what they believe is best for the City.
- Be tolerant and acknowledge and accept that you or others may disagree about some things despite your best efforts to find common ground; create a welcoming environment for different opinions and acknowledge common ground or areas of agreement.
- Speak in a way that encourages others to listen openly, and listen in a way that encourages others to speak honestly; use courtesy titles (e.g., Mr., Ms., Sir, Mayor, Councilor) and a civil tone of voice.
- Discuss policies and ideas, not people; talk to each other not at each other, and use “I” statements and avoid words like “always” and “never.”
- Be brief and constructive, not long and destructive.
- Don’t grandstand, exaggerate or mislead to make your point.
- Don’t disrespect others by making demeaning or inappropriate comments, facial expressions, or gestures; no eye rolling, sighing, or checking out of the conversation.
- Listen with an open mind and an open heart, trusting that everyone else is speaking just as sincerely as you are; remember that listening is not the same as agreeing.
- Be respectful, take turns, and don’t interrupt others or partake in side conversations; learn to disagree without being disagreeable.
- Treat everyone, including City staff, as professionals.
- Be open to compromise.
- Be respectful in private conversations and when using email and social media; treat all communications as if they might appear on the cover of your local newspaper.



CITY OF  
**West  
Linn**

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**Agenda Report 2018-11-19-04**

Date: November 2, 2018

To: Russ Axelrod, Mayor  
Members, West Linn City Council

From: Chief Terry Kruger, Police Department *TK*

Through: Eileen Stein, City Manager *ES*

Subject: IGA for use of the Portland Police Bureau (PPB) Training Facility with Updated Fees

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**Purpose**

The primary purpose of this IGA is to provide West Linn Police Department the option to utilize an excellent training facility at a reasonable cost.

**Question(s) for Council:**

Should the West Linn City Council enter into a new IGA with the City of Portland allowing the option of accessing the PPB Training Facility for the purpose of increasing training opportunities for the West Linn Police Department (WLPD) when deemed necessary by command staff?

**Public Hearing Required:**

None required.

**Background & Discussion:**

The Portland Police Bureau (PPB) has a state of the art training facility located at NE 149<sup>th</sup> Ave and Airport Way in Portland. The facility includes two 50 yard indoor tactical ranges, a vehicle driving course to develop safe driving skills, classrooms, a large simulated scenario village and other training options. There is no other training location in the State of Oregon which equals the opportunities for training this location provides.

Recently, the PPB completed the attached IGA updating the costs for smaller agencies such as the WLPD to use their training complex. The previous IGA allowing WLPD to use the PPB complex was approved in 2016.

**Budget Impact:**

The budget impact will be marginal. For example, we can use one of the 50 yard indoor shooting ranges for \$120.00 per hour. If we have 10 officers training this translates to a very low cost per officer. The ranges are longer, larger and provide more realistic training than a range we currently use at a cost to us of \$10.00 per hour per trainee plus \$170 for issuance of a gate card.

**Council Options:**

1. Approve the IGA allowing the WLPD to have the option of accessing this training location.
2. Do not approve this IGA and WLPD continues training at current separate location only.

**Staff Recommendation:**

WLPD Management recommends approving this IGA. The PPB has been gracious in the past and allowed our officers to join their classes at this training complex with excellent results. We believe in keeping our officers trained to the highest levels possible. This IGA will assist us in training officers and, in turn, serving and protecting the citizens of West Linn.

**Potential Motion:**

Move to approve the IGA with the City of Portland and authorize the Police Chief to execute the agreement.

**Attachments:**

1. IGA between City of Portland and City of West Linn.

**AGREEMENT NO.**

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
CITY OF PORTLAND AND CITY OF WEST LINN**

**FOR USE OF THE  
PORTLAND POLICE BUREAU TRAINING COMPLEX**

Under the authority of ORS 190.010, this agreement (“Agreement”) is entered into between the City of Portland (“CITY”) and City of West Linn (“AGENCY”) for AGENCY’S use of CITY’s Portland Police Bureau Training Complex (“FACILITY”). Together CITY and AGENCY may be referred to as “Parties” or individually as a “Party”.

**RECITALS**

FACILITY is located at 14912 Northeast Airport Way, Portland, OR 97230 and described in **Attachment A**. The FACILITY contains firing ranges, driving courses, scenario rooms, and classroom facilities. AGENCY desires to use portions of FACILITY to train its law enforcement officers.

**THE PARTIES AGREE**

A. Fees

Fees for use of portions of FACILITY shall be in accordance with the fee schedule set forth in **Attachment B** to this Agreement.

The Fee Schedule will be updated annually and AGENCY will receive an updated Fee Schedule 45 days prior to going into effect.

B. Use of Portions of FACILITY

Use of portions of FACILITY shall be subject to the terms and conditions set forth in **Attachment C**.

C. Payment

CITY will bill the AGENCY monthly for use of FACILITY to include room fees and materials. Payment of fees is due within thirty (30) days of receipt of the CITY’S invoice. Any payment not paid when due will be subject to a late payment charge equal to one and one-half percent (1.5%) per month on the unpaid fees.

D. Term of Agreement

This Agreement is effective upon the signature of both parties and shall be ongoing, provided that either Party may terminate the Agreement on thirty (30) days' written notice to the other. The Agreement shall automatically renew from year to year, unless either Party gives to the other Party notice in writing of its intent not to renew at least thirty (30) days prior to the end of the term. A renewal term shall be deemed to incorporate CITY's current schedule of fees for use of FACILITY and materials. The parties agree to review this Agreement every five years and confer.

E. Rules and Scheduling

The parties understand that this Agreement allows AGENCY to request certain dates or times of use, but CITY, in its sole discretion, will schedule AGENCY's dates and times of use by balancing the needs of the CITY, AGENCY, and other users as the CITY deems appropriate.

The CITY has adopted rules and regulations pertaining to use by AGENCY and other users of the FACILITY which the City may update from time to time. AGENCY agrees that upon written notice of such rules and regulations, they shall be deemed to be a part of this Agreement.

The policies and procedures shall include, without limitation, the days and hours of operation for the Facility.

CITY will prepare a schedule for use of the desired portions of Facility by the Parties ("Facility Schedule").

CITY will assign an employee to monitor compliance with, and to update and maintain, the Facility Schedule on a day-to-day basis ("Scheduling Officer"). The Scheduling Officer may authorize days/ hours of use by each authorized AGENCY. The Scheduling Officer may remove/ delete days of use shown on the approved annual Facility Schedule.

F. Range Use

AGENCY shall comply with the Range Use Rules in Attachment D when AGENCY uses the firing ranges located in FACILITY. CITY may amend the Range Use Rules at CITY's sole discretion.

G. Scenario Training Room Rules

AGENCY shall comply with Scenario Training Room Rules in Attachment E when AGENCY uses the Scenario Village Training Room located in FACILITY. CITY may amend the Scenario Training Room Rules at CITY's sole discretion.

H. Driving Range Rules

AGENCY shall comply with Driving Range Rules in Attachment F when AGENCY uses the Driving Range located in FACILITY. CITY may amend the Driving Range Rules at CITY's sole discretion.

I. Indemnity

AGENCY shall compensate CITY for any loss or damage suffered by CITY arising from the negligence of the AGENCY, its agents, employees, program attendees, or instructors during use of the FACILITY. AGENCY agrees to defend, indemnify and hold harmless CITY and its officers, agents and employees from any liability or claims for damages or injury arising from the AGENCY's use of the FACILITY by the AGENCY, its agents, employees, program attendees, or instructors. AGENCY shall not be liable to CITY for claims which do not arise from the alleged negligence of the AGENCY, its agents, employees, program attendees, or instructors in connection with the AGENCY's use of the FACILITY. AGENCY's duties contained in this section survive the termination of this agreement.

J. Insurance

AGENCY shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by law to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.

1. Workers' Compensation Insurance

AGENCY, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, AGENCY, its contractors, and any employers working under this Agreement shall maintain coverage for all subject workers.

2. General Liability Insurance

AGENCY shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000.

3. Automobile Liability Insurance

AGENCY shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

4. Additional Insured

AGENCY's general liability insurance coverage shall name the City of Portland and its bureaus, divisions, officers, agents and employees as Additional Insureds, with respect to the AGENCY's or its contractors' activities to be performed or services to be provided.

5. Primary and Noncontributory Coverage

AGENCY's insurance coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

6. Continuous Coverage and Notice of Cancellation

AGENCY shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) days written notice from AGENCY to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, AGENCY shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.

7. Certificates of Insurance

AGENCY shall provide proof of insurance through acceptable certificates of insurance and additional insured endorsement terms to CITY at execution of the Agreement and prior to any commencement AGENCY's use of FACILITY. The certificates will specify all of the parties who are endorsed on the policy as additional insureds (or loss payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. AGENCY shall pay for all deductibles and premiums. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. AGENCY may provide CITY a certificate of self-insurance that certifies AGENCY has the types and amounts of insurance coverage required in this section J (Insurance). If AGENCY supplements its self-insured coverage with a commercial excess or umbrella policy to meet the limits of insurance required by this section J (Insurance), AGENCY shall provide proof of supplemental excess or umbrella coverage in the form of a certificate of insurance acceptable to CITY.

K. Repairs

AGENCY agrees to compensate CITY for repairs that are required due to damage caused by AGENCY, its agents, employees, program attendees, or instructors during use of the FACILITY to its grounds, facility, equipment or contents of the facility. AGENCY shall compensate the City within 30 days upon the request of CITY.

L. Notice

Notices mailed by first-class mail shall be deemed delivered three (3) days after the date of mailing. Place for notice may be changed by either Party by written notice to the other.

Any notice to AGENCY or CITY shall be sufficient if personally delivered, emailed, or mailed by first-class mail, addressed to:

**City of Portland:**

Training Division Captain  
Portland Police Bureau  
14912 NE Airport Way  
Portland, OR 97230

**Agency:**

Chief Terry P L Kruger  

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West Linn Police Department  

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1800 8th Avenue  

---

West Linn, OR 97068  

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and

Portland City Attorney's Office  
1221 SW 4th Avenue, Suite 430  
Portland, OR 97204

M. Termination and Amendment

This Agreement may be terminated by either Party upon thirty (30) days written notice to the other.

This Agreement and any amendments to it will not be effective until approved in writing by the parties' authorized representative.

N. Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes prior memoranda and all prior documents relating to the subject matter of the agreement. All oral agreements and understandings of the parties have been integrated in this Agreement. This Agreement may only be amended by a writing executed by both parties in accordance with Section M of this Agreement.

**SIGNATURES:**

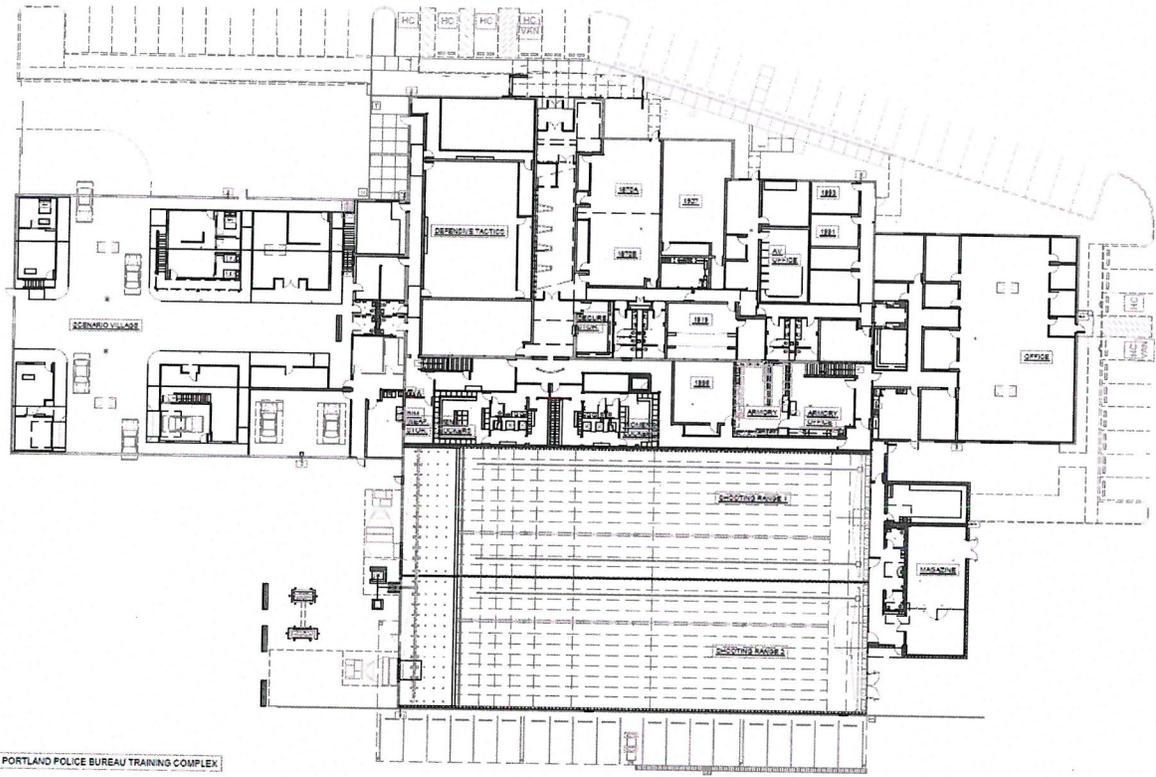
BY THEIR SIGNATURES BELOW, THE PARTIES TO THIS AGREEMENT AGREE TO THE TERMS, CONDITIONS, AND CONTENT EXPRESSED HEREIN.

CITY OF PORTLAND	WEST LINN POLICE DEPARTMENT
	
<b>Police Training Division Captain</b>	<b>Chief Terry P L Kruger</b>
<b>Date</b>	
<b>Approval as to Form</b>	
<b>Date</b>	

Attachments

- A. Map of Training Complex
- B. Fee Schedule
- C. Facility User Procedures and Responsibilities
- D. Facility Range Deck Safety Operation Protocols
- E. Scenario Village Rules
- F. Driving Range Rules
- G. Location of Training In Progress Signs

ATTACHMENT A  
MAP OF TRAINING COMPLEX



**ATTACHMENT B  
07/01/18 FEE  
SCHEDULE**

<b>Types of Services</b>	<b>Fee Structure</b>	<b>Per person fee, hourly or flat</b>
Shooting Range	Flat fee per hour	\$120.00 per hour (no ammo) Agency must provide their own
Classroom Rentals – small	Flat fee per hour	\$50.00 per hour
Classroom Rentals – medium	Flat fee per hour	\$70.00 per hour
Classroom Rentals – large	Flat fee per hour	\$100.00 per hour
Driving Course, own vehicle	Per hour	\$120.00 per hour
Mat Room, large	Flat fee per hour	\$100.00 per hour
Mat Room, small	Flat fee per hour	\$60.00 per hour
Scenario Village	Flat fee per hour	\$150.00 per hour
Blue Handle Glock (Blank)	\$10.00- full day kit*	\$5.00-half day kit*
Blue Handle Paint (Paint)	\$10.00- full day kit*	\$5.00-half day kit*
Man Marker Paint Rounds	Box of 50	\$30.00
UTM Battlefield Blanks	Box of 50	\$30.00

\*Simunition Kits include: Blue Handle Glock, each w/3 magazines blanks and/or markers; ASPs; Inert Pepper Spray; Safety Glasses; Red Handle Tasers; Blue training Tourniquets

\*\*Any FACILITY Staff overtime that is incurred as a result of supervising training occurring outside of normal business hours (0700-1700 Monday – Thursday) is included in the above pricing and will not be a separate charge.

**ATTACHMENT C**  
**07/01/18**  
**FACILITY USER PROCEDURES AND RESPONSIBILITIES**

**PURPOSE:**

These rules identify specific areas within the FACILITY and define the procedures for entering and training in the secure portions of the FACILITY. The complex has multiple layers of security to prevent unauthorized access into the Safe Training Area (STA), ranges, armory, Training office space as well as locker rooms and gymnasium (weight room).

The CITY's goal is to provide a safe training environment for CITY's and AGENCY's staff and students. Strict safety procedures have been implemented to reduce the likelihood of a live-fire capable weapon being introduced into the training environment where replica weapons will be used in scenario based training. Safety procedures and protocols must be adhered.

The CITY has implemented a color-coded vest and wrist-band system to ensure all persons entering the Safe Training Area have been properly checked and cleared of weapons. The color-coded vests identify a persons' purpose inside the Safe Training Area, such as an instructor, observer or other personnel.

**DEFINITIONS**

***Live Weapon Storage Room (LWSR):*** This is a Selectron-controlled room inside and to the left of the Selectron-controlled double glass doors that lead to the hallway to the ranges. This room is used to temporarily store student weapons and other prohibited items while students attend training in the Safe Training Area. Armed visitors will also secure their weapons in the LWSR prior to entering the Safe Training Area. This room is currently labeled "Equipment Lockers." (See section on Prohibited Items)

***Safety Check Room:*** This is a Selectron-controlled room check-in room where persons entering the Safe Training Area will proceed through a final safety screening for weapons and ammunition conducted either by CITY staff or satellite instructors or both. The floor and wall has a red declaration line to deter entry by anyone who has not been through the safety check procedure.

***Safety Portal:*** The *Selectron-controlled* pedestrian access door by which all members and visitors will enter the STA. This is also the location where all members will exit the STA. This is beyond the red line but prior to the actual safe training areas.

***Vehicle Portal:*** The locked gate on the NW corner of the property where all vehicles needing to enter the Safe Training Area will enter.

***Safe Training Area (STA):*** This area encompasses both interior and exterior training space to include but not limited to:

1. The entire paved surface from the locked entrance gate on the NW side of the property, around the back (south) to the temporary bike-rack fencing on the east side of the property,
2. All Control Tactics (CT) Rooms, including the Striking Bag Room, mat rooms, the two restrooms and hallway adjacent to these rooms,
3. The Scenario Village briefing room accessible via the Control Tactics hallway or from Scenario Village's interior, all of the enclosed spaces of Scenario Village to include the observation deck / platform and the two restrooms below the observation deck,
4. The hallways and storage areas leading to the PVO garage and driving area,
5. The stairwells leading upstairs via the main floor from the Control Tactics hallway entrance or from scenario village as well as the upstairs storage areas west of the key-pad door.

***Prohibited Items:*** Any deadly or dangerous weapon as defined in the ORS, specifically firearms, knives, utility tools with a blade, pepper-spray, ammunition and ammunition carriers (magazines), ECW, baton and any other weapon capable of firing a live cartridge to include all 37 & 40mm less-lethal weapons / gas guns.

1. AR-15 Exception: AR-15 / M4 / M16 weapons equipped with just a blue colored Ultimate Training Munitions (UTM) bolt and blue magazines are allowed as they are incapable of firing a live round of ammunition. Weapons of these types must enter the STA through the Safety Portal. An AR-15 and it's variants equipped with a blue colored UTM or Simunition bolt showing through the ejection port will be the indicator that the rifle / carbine is safe.
2. SERT Sniper Rifle Exception: A Training Division controlled Remington model 700 .308 bolt action rifle that has been specifically modified by a gunsmith. The modified rifle(s) will be over-bored (minimum .40 caliber), not rifled, and blocked at the muzzle by a "dead end" muzzle brake. The rifle is still capable of firing a live round of ammunition. The specific modifications will reduce the rifle's ability to generate normal rifle pressures and it will not stabilize or impart spin to a bullet, reducing velocity and penetration potential by the bullet. The dead-end muzzle brake allows a blank cartridges' gas to escape but prohibits an unintentionally fired bullet to leave the bore if a normal .308 round was chambered and fired. These rifles will be stored in the secured storage area inside the STA.

3. 37mm/40mm launchers: If specific 37mm/40mm “Training Rounds” are used, these launchers can be brought into the STA, however if no specific training round is available or will be utilized, then these launchers will not enter the STA.

### ***Colored Vest Identification System***

1. BLUE Vest: A blue vest signifies that the wearer is an instructor and has been safety checked by another Training Division sworn member or instructor and has been deemed to be clear and safe. Instructors will wear a blue vest while conducting training in the STA. CT Instructors, once inside the CT room, can remove the Blue vest however; *all CT instructors will also wear the designated colored wrist band during any CT training.* Any instructor movement outside of the CT rooms requires the instructor to wear the Blue vest.
2. ORANGE Vest: The orange vest signifies the wearer has self-checked into the STA temporarily. A person wearing an orange vest has self-checked and has no weapons or other prohibited items on their person. Orange vests will be used by contractors, inspectors or other persons who are *not* going to observe training or conduct training, but have a reason for being inside the STA. This will be worn by staff members and instructors if entering the STA alone or with others for purposes other than to conduct or observe training. The wearer of an Orange vest will not participate in training, stop to observe training and will not interfere with training unless there are extenuating circumstances that require contact with a student or instructor.
3. GREEN Vest: The green vest will be worn by any person whose sole purpose is to observe or monitor actual training. The green vest signifies that a sworn Training Division member or appropriate satellite instructor has conducted a safety check on the wearer.
4. RED Vest: Armed Security Officer

### **PROCEDURES**

#### ***Student Entry for Range Training:***

It is assumed that most students coming to the Training Complex for firearms training will arrive armed. There are no restrictions for accessing the range once the student has been granted access through the double glass doors separating the common lobby from the training entry area.

#### ***Student Entry into the Safe Training Area:***

Students who train in the Safe Training Area (STA) will be directed three (3) at a time into the Live Weapon Storage Room (LWSR) by a Training Division instructor or appropriate satellite instructor.

On the direction of an instructor, students will obtain a plastic bin and place it on the shelf on the south wall. On the direction of the instructor, students (three maximum) will:

1. Leave their weapon in the holster, remove the magazine from the primary weapon and place it on the shelf.
2. Remove the weapon from the holster, pointing it towards the ballistic back-stop.
3. Rack the slide to the rear to eject the chambered round and let it fall to the ground, locking the slide to the rear.
4. After visually verifying the individual's weapon is unloaded, the instructor will insert a "chamber flag" into the weapon and instruct the student to lower the slide on the chamber flag.
5. Place the weapon in the bin.
6. Pick up the loose round, place it in the bin.
7. Remove all magazines, placing them in the bin.
8. Remove pepper spray, baton, knife and any other prohibited items from the uniform and place them in the bin.
9. Remove the ECW (Taser) ensuring the safety is on. Remove the cartridge, placing both in the bin.
10. Return the full bin to the shelf on the east wall, retrieving the appropriate identification card for later retrieval of all items.
  - a. Back-up / secondary handguns will be unloaded at the discretion of the instructor in the same manner, using the ballistic wall as a back-stop. (If the backup gun is in a holster that is removable from the wearer, the gun in the holster can be placed inside the bin together.)
  - b. The instructor will direct the students to the waiting area outside the LWSR door, or direct them to the Safety Check Room if an instructor is there waiting. The instructor at the LWSR will continue off-loading prohibited items from the students three at a time until there are no other students to check. The instructor will close and secure the LWSR door at the completion of the student check in. This door will remain closed and locked when not occupied by an instructor.
  - c. Students moving into the Safety Check Room will first obtain a bin and be instructed to remove all items from their pouches and pockets and place them into their bin. When finished, they will present themselves and bin at the door to the Safety Check Room. The instructors will allow entry to conduct a search of the bin's contents to ensure it contains no prohibited items. An instructor will search each student(s) to ensure there are no prohibited items remaining on the student. Instructors should ask the student if they carry a back-up weapon, and if so, where it is carried. That area should then be specifically checked.
  - d. If two instructors are conducting the search / check-in procedure, a third sworn Training Division staff member or a satellite instructor will be present to ***observe and verify the check-in procedure. If only one instructor is conducting the search of the bins and persons, a second instructor will observe and witness the search.***

- e. Once the student and bin have been searched, the bin and student can pass over the red line and the student can reclaim their items.

***Colored Wrist Bands:***

A color-code system of wrist bands will be utilized to identify that the wearer has been safety checked (searched) and cleared to enter the STA. A prominently displayed designated “color marker” or placard for the current training session will be inside the Safety Check Room for all who enter to see, and *it will dictate the color of the wrist bands for that session.* A Lead Instructor for that pending training session will determine the appropriate color marker and wrist band to be worn during the first training session of the day. ***The colored wrist band should be worn on students’ strong, weapon-side wrist.***

1. Simultaneous training classes will use the same colored wrist band.
2. ***All students and role players will wear the appropriate colored wrist band as well as all CT instructors.***
3. The storage closet inside the Safety Check Room is where all colored wrist bands and Blue instructor and Green observer vests will be stored. None of these should be left unattended.
4. At the conclusion of training, students and staff will exit the STA via the Safety Portal and Safety Check Room and remove their now-expired wrist bands, throwing them away.
5. The color designation will change at the conclusion of the training session and a sergeant or the lead for the next session will determine the second color for the later training and will be responsible for changing the color designated marker in the Safety Check Room.

***Any break in training that allows a student or class to leave the STA will require a new check in process to include the pat down search.*** Students should not be permitted to leave the STA while on break, only during the period between the end of training and the beginning of new training such as at lunch.

All Training Division staff members and guest satellite instructors will enforce this SOP and contact anyone inside the STA who is not wearing an appropriate colored vest and appropriate colored wrist band.

Instructors must know how many students are in their class, where they are at all times, and to keep all students in the STA until class is over. Any breaks should be taken inside the STA. Anyone who leaves will not be allowed re-entry to complete a training session until properly checked in by an instructor.

***Instructor Entry into the Safe Training Area (STA):***

If an instructor needs to prepare or safety sweep an area inside the STA to use vehicles for a training class, and has no one to go with them, the instructor may self-check in through the Safety Portal and wear an *Orange vest* while prepping their area of responsibility. By stepping across the red line, the instructor certifies that the instructor has no prohibited items. Upon completion of preparation or safety sweep, the instructor will exit via the Safety Portal. When the instructor's class is scheduled to start, the instructor will check-in with another instructor and wear the appropriate Blue vest and colored wrist band of the session.

***Role Players:***

Role players will be checked in as though they were students and be issued the colored wrist band for that session. Because they are a role player, they will not be required to wear a vest (unless prepping and have self-checked in, then an Orange vest would be appropriate).

***Vehicle Entry into the STA for Scenario or PVO Purposes:***

All vehicles entering and exiting the STA will do so via the locked gate on the NW corner of the property. The driver and or occupants of a vehicle requesting entry into the STA can drive through the gate and stop.

The driver and occupants who want to enter the STA are required to leave the vehicle behind at this point and enter the Training Division Complex on foot via the main door to gain access into the STA through the normal check-in procedures (Safety Portal).

Upon entering the gate the vehicle will remain stopped just inside the gate until it is safety checked and cleared by an instructor or other sworn member *who has been safety checked through the Safety Portal.*

Prohibited items from vehicles may be temporarily stored in a Conex Storage Container located inside the gate. Once the vehicle has been inspected for prohibited items, a driver who has been safety checked through the safety Portal may drive the vehicle into the STA. (Refer to vest and wrist band requirements.) A magnetic or other non-permanent color-coded identification marker will be placed on safety checked vehicles upon entry into the STA, which indicate that the vehicle has been properly checked.

**ADDITIONAL INSTRUCTOR DUTIES**

Instructors will sweep their area of training prior to every class they teach. This includes sweeping the restrooms in their area of responsibility for contraband and prohibited items. After training duties may include clean-up, turning off lights and setting the alarm (last one out) of the STA.

If used in a training session, PVO vehicles must be physically searched for prohibited items prior to being used by the instructors controlling vehicle access and marked with the appropriate method indicating the vehicle has been properly checked.

### **TRAINING IN PROGRESS SIGNS**

The FACILITY contains numerous signs with red-on-yellow lettering that read, “*Training in Progress.*” They are printed on one side and blank on the opposing side. Immediately prior to training, the Lead Instructors will ensure all interior and exterior *Training in Progress* signs face outwards and are visible to all who enter the STA. At the conclusion of training (last class), the Lead Instructors will return all signs to the blank side. See ATTACHMENT G.

### **WEAPONS PROHIBITED and NO EXCEPTIONS SIGNS**

Posted on the barrier fencing (temporary bike-rack fence) on the east and west side of the complex are white signs (2ft x 3ft) with red lettering indicating “no firearms, no ammunition no exceptions.” These signs are posted at the entrance to the Safety Check Room and upstairs in the storage area that has an access door to the STA. These signs should always remain posted.

### **RED RIBBON BARRIER**

Inside the STA pedestrian intersection are several theater-style retractable red-nylon barriers. *Leaving the red barrier line closed signifies no activity in that area.* It also serves as a barrier to keep students from wandering into areas not being utilized.

Separate barriers control access to the three primary training areas: Scenario Village, CT rooms and the PVO area. An open barrier at that intersection indicates potential activity and serves as a visual indication of where training might be taking place in the STA. If activity is taking place (training or other) in an area, the red barrier line should be open, indicating activity in that area. After the activity has ceased and all persons are clear, the red barrier line should be closed to indicate that there is no activity in that area.

The red barrier at the foot of the stairs by the CT hallway should always remain closed because this is a storage area only, and it will serve as a barrier to keep students from wandering around.

## ATTACHMENT D

07/01/18

### FACILITY RANGE DECK SAFETY OPERATION PROTOCOLS

Rules:

1. CITY's Executive Range Training Officer (ERTO) shall have final approval and authority over all range use and course-of-fire protocol.
2. AGENCY's authorized Range Master of Training Officer shall be present at all times during AGENCY's use of the FACILITY firing range, if the AGENCY has not otherwise made arrangements to have a CITY Range Training Officer present.
  - a. AGENCY's Range Master of Training Officer shall only be authorized to operate the FACILITY firing range after they have received training on the safe operation of the FACILITY firing range from ERTO.
3. AGENCY's Range Master or Training Officer shall be firearms-instructor certified from an accredited firearm school or government firearm instructor training entity similar to the following:
  - a. Federal Bureau of Investigation Firearm Instructor School
  - b. National Rifle Association
  - c. Oregon Department of Public Safety Standards Training
  - d. AGENCY approved firearms instructor certification
4. AGENCY will have discretion regarding the use of the style of paper targets. AGENCY may purchase targets from the FACILITY.
5. CITY will make available the rental of other targeting systems that are currently available at the FACILITY for prices set forth by the CITY. No other targeting system may be used without prior written consent of CITY.
6. All federal, state, and local firearm laws shall be obeyed.
7. Firearms not on the firing line must be unloaded with their action open, safety on and the magazine removed, or unloaded and cased. Guns/magazines may only be handled on the range. If AGENCY intends to use the CITY gun cleaning area, all firearms must be disassembled and reassembled on the range.
8. ERTO has the right to inspect any firearms or ammunition at any time.
9. Food, beverages and smoking are prohibited on the range.
10. All calibers of pistols may be fired.
11. Rifles up to and including .223 caliber may be fired.
12. Shotgun slugs and buckshot may be fired.
13. Tracer, incendiary, armor piercing and steel core ammunition are **strictly** prohibited.

14. Commands issued by ERTO and other Range Personnel shall be immediately obeyed without question.
15. If the command "CEASE FIRE" or similar verbiage is given: stop shooting immediately, remove your finger from the trigger and trigger guard area and wait for further instruction from the designated firearms instructor or ERTO.
16. No one other than Range personnel shall go forward of the firing line unless authorized or instructed to do so by the ERTO.
17. Prior to the line being declared "CLEAR", all firearms shall be made safe, with the magazine removed, action open, safety on and the weapon verified empty. Handguns shall be holstered and sling equipped rifles shall be slung. If the long gun is not equipped with a sling it shall be carried in a depressed ready position with constant muzzle awareness or grounded. Absolutely no firearms manipulation, unloaded or otherwise, shall occur while the line is "CLEAR".
18. Shooters shall only use range approved targets.
19. Cross firing of targets is prohibited.
20. All firing shall be aimed fire.

**ATTACHMENT E**  
**07/01/18**  
**SCENARIO VILLAGE RULES**

AGENCY may use the Scenario Training Room solely for Scenario based training.

Scenario based training requires officer participation in realistic scenarios. The officers need to be equipped with provided safe training equipment or provided with Training Division approved safe training equipment. The Training Division has equipment available for up to 24 officers. See Attachment B for FEE Schedule.

The following equipment may not be used in Scenario Village:

***Prohibited Items:*** Any deadly or dangerous weapon as defined in the ORS, specifically firearms, knives, utility tools with a blade, pepper-spray, ammunition and ammunition carriers (magazines), ECW, baton and any other weapon capable of firing a live cartridge to include all 37 & 40mm less-lethal weapons / gas guns.

Rules:

1. CITY must approve all training scenarios prior to training commencement.
2. AGENCY will oversee and supervise all training activities.
3. AGENCY shall keep the area clean and remove all equipment after each training session.
4. AGENCY shall not interfere with the use of other portions of the FACILITY, unless they have also been scheduled in those areas.
5. AGENCY shall use the range solely for permitted use based on approved lesson plans.
6. FACILITY must be notified on any property damages incurred during the training. FACILITY Personnel on site will assess all damages.

**ATTACHMENT F**  
**07/01/18**  
**DRIVING RANGE RULES**

AGENCY may use the Driving Range solely for the following purposes:

1. To prepare for specialized emergency vehicle training including, but not limited to, collision avoidance, skid control, pursuit driving and intervention techniques.

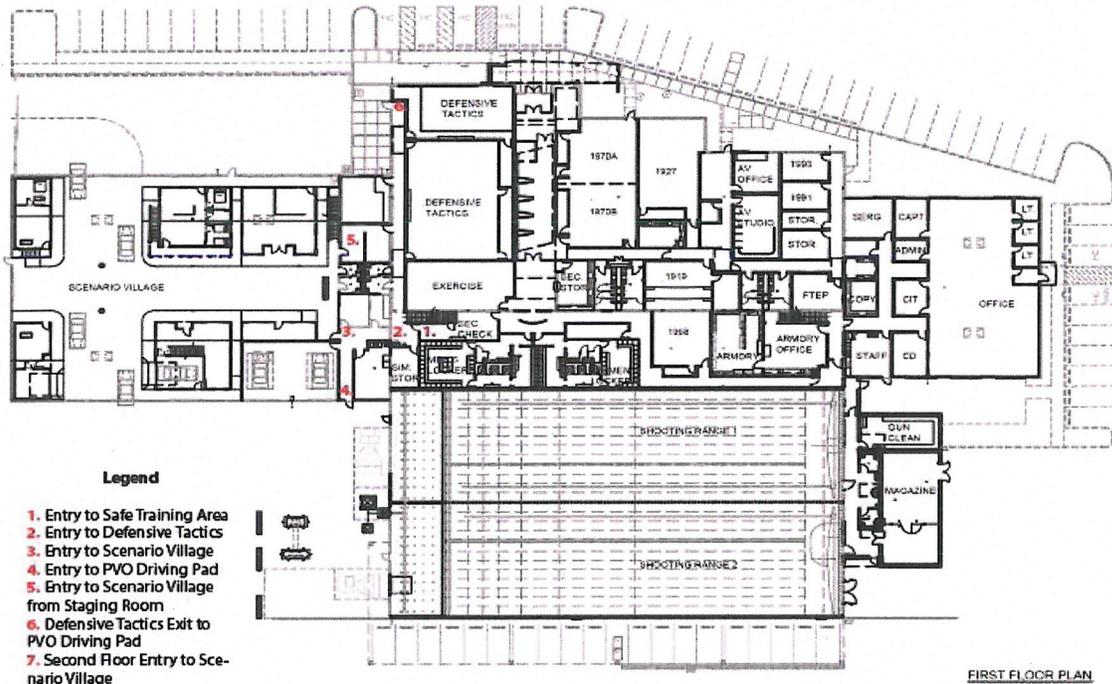
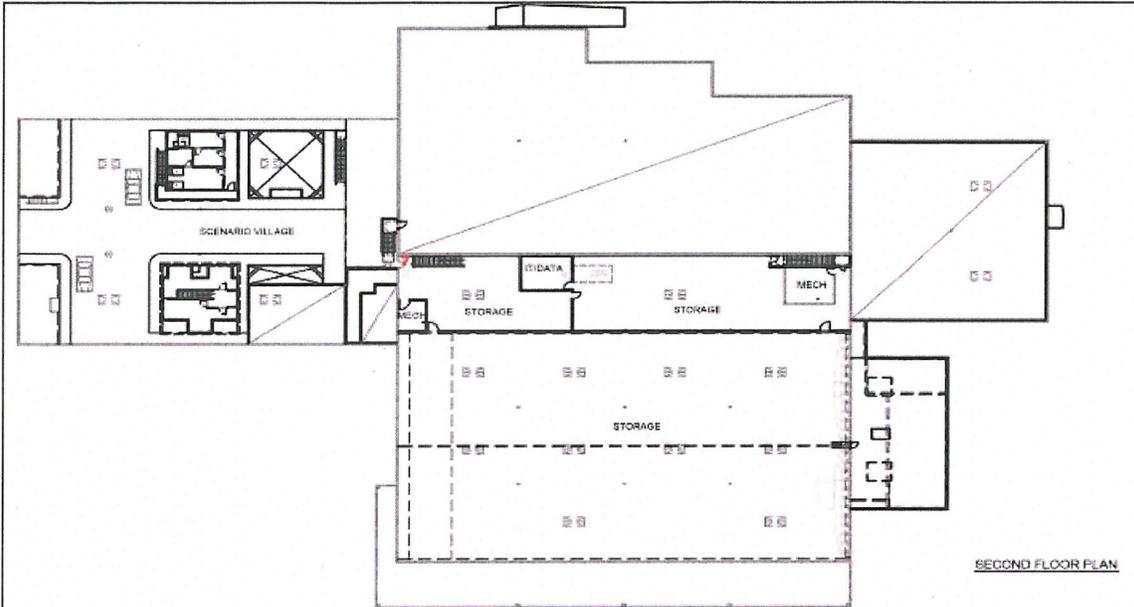
Only the following equipment may be used on the driving range:

1. Traffic cones
2. Barrels, chalk, traffic signs, candlesticks, PR Board, etc.

Rules:

1. Training exercises shall be performed at driving speeds of thirty-five (35) miles per hour or less.
2. No washing, repair, maintenance, or modifications of vehicles or other equipment is permitted.
3. AGENCY will oversee and supervise all training activities.
4. AGENCY shall keep the area clean and remove all equipment after each training session.
5. AGENCY shall not interfere with the use of other portions of the FACILITY, unless they have also been scheduled in those areas.
6. AGENCY shall use the range solely for permitted use.
7. FACILITY must be notified on any property damages incurred during the training. FACILITY Personnel on site will assess all damages.

**ATTACHMENT G**  
**07/01/18**  
**LOCATION OF TRAINING IN PROGRESS SIGNS**



**Legend**

- 1. Entry to Safe Training Area
- 2. Entry to Defensive Tactics
- 3. Entry to Scenario Village
- 4. Entry to PVO Driving Pad
- 5. Entry to Scenario Village from Staging Room
- 6. Defensive Tactics Exit to PVO Driving Pad
- 7. Second Floor Entry to Scenario Village

PORTLAND POLICE BUREAU TRAINING COMPLEX

**Agenda Bill 2018-11-19-05**

Date: November 6, 2018

To: Russ Axelrod, Mayor  
Members, West Linn City Council

From: Kathy Mollusky, City Recorder *KM*

Through: Eileen Stein, City Manager *ES*

Subject: Prosecuting Attorney Contract

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**Purpose**

Award the Prosecuting Attorney Contract.

**Question(s) for Council:**

Shall the Council award the prosecuting attorney contract?

**Public Hearing Required:**

None required.

**Background & Discussion:**

The City requested proposals for prosecutorial services. The deadline to submit proposals was September 10, 2018. Three resumes were submitted; however, only one applicant was responsive to the request for proposal. The responsive applicant is the current interim prosecuting attorney.

The City Manager spoke with staff, interviewed the applicant, and decided to award the contract to the current interim prosecuting attorney, John Millar.

**Budget Impact:**

\$60,000/year.

**Sustainability Impact:**

N/A.

**Council Options:**

1. Authorize the City Manager to sign a contract with John Millar.
2. Do not authorize the contract.

**Staff Recommendation:**

Authorize the City Manager to sign the contract.

**Potential Motion:**

I move to select John Millar at the prosecuting attorney and authorize the City Manager to sign the contract.

**Attachments:**

Prosecuting Attorney Contract

# PERSONAL SERVICES AGREEMENT FOR CITY PROSECUTOR SERVICES

**City:** City of West Linn, a municipal corporation of the State of Oregon.  
**Contractor:** John Millar, LLC  
217 - 7<sup>th</sup> Street  
Oregon City, OR 97045  
**Term:** November 1, 2018 to October 31, 2020  
**Compensation:** Not to exceed \$120,000

## RECITALS

1. City has need for the services of a person or an entity with particular training, ability, knowledge, and experience as possessed by Contractor, and
2. City issued Request for Proposals for City Prosecutor Services in September, 2018.
3. City has determined that Contractor is qualified and capable of performing the professional services the City require, under the terms and conditions in this Personal Services Agreement ("Agreement"),

THEREFORE the Parties agree as follows:

### 1. SERVICES TO BE PROVIDED

Contractor shall provide services as specified in the Scope of Work, a copy of which is attached and incorporated in Exhibit A. Contractor shall initiate services immediately upon receipt of City's notice to proceed, together with an executed copy of this Agreement.

### 2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated or extended, by October 31, 2020 with two possible extensions of two years each, for a total potential contract length of six years. This Agreement shall automatically extend for an additional two year term unless the party opposed to the extension notifies the other party of termination in writing a minimum of sixty days before expiration the contract term. All work under this Agreement shall be completed prior to the expiration of this Agreement.

### 3. COMPENSATION

City agrees to pay Contractor not to exceed five thousand dollars per month (\$5,000) for performance of those services described in the Scope of Work, which payment shall be based upon the following applicable terms:

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

- B. Payment will be made in installments based on Contractor'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 Contractor, 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 in the work.
- D. Where applicable, Contractor must make payment promptly as due to persons supplying Contractor labor or materials for the execution of the work provided by this order. Contractor must pay all contributions or amounts due from Contractor to the Industrial Accident Fund incurred in the performance of this order. Contractor 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. Contractor further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- E. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor 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 Contractor. The payment of the claim in this manner shall not relieve Contractor 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. 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 Contractor or all sums which Contractor agrees to pay for such services and all moneys and sums which 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.
- H. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

**4. OWNERSHIP OF WORK PRODUCT**

City shall be the owner of and shall be entitled to possession of any and all work products of Contractor which result from this Agreement, including any computations, plans, correspondence

or pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by Contractor or upon completion of the work pursuant to this Agreement.

**5. ASSIGNMENT/DELEGATION**

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, 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 City of any subcontractor nor anything contained in this Agreement shall be deemed to create any contractual relation between the subcontractor and City.

**6. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR**

Contractor certifies that:

- A. Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an independent contractor as defined by ORS 670.700 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.
- B. The undersigned Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

If this payment is to be charged against Federal funds, Contractor certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.

Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

- C. Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.
- D. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

**7. INDEMNIFICATION**

City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a contractor's work by City shall not operate as a waiver or release.

Contractor agrees to indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except to the extent that the liability arises out of the sole negligence of the City and its employees. Such indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

**8. INSURANCE**

Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier. Such insurance shall be primary and non-contributory.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<b>Coverage</b>	<b>Limit</b>
General Aggregate	2,000,000
Products-Completed Operations Aggregate	2,000,000
Personal & Advertising Injury	2,000,000
Each Occurrence	1,000,000
Fire Damage (Any one fire)	50,000
Medical Expense (Any one person)	5,000

- B. Professional Liability Insurance  
Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Professional Liability Insurance of not be less than \$1,000,000.
- C. Workers' Compensation Insurance  
The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract who are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that complies with ORS 656.126. Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.
- D. Additional Insured Provision  
The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City, its officers, directors, employees and volunteers as additional insureds with respect to this contract.
- E. Notice of Cancellation  
There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days' notice of cancellation to the City.
- F. Insurance Carrier Rating  
Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- G. Certificates of Insurance  
As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 30 days prior to coverage expiration.

Certificates of Insurance should read "Insurance certificate pertaining to contract for City Prosecutor Services. The City of West Linn, its officers, directors and employees shall be added as additional insureds with respects to this contract. A notation stating that "Insured coverage is primary" shall appear in the description portion of certificate.

H. Independent Contractor Status

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

I. Primary Coverage Clarification

The parties agree that Contractor’s coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

J. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in the general liability policy.

Contractor’s insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior notice to City. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

Eileen Stein City of West Linn 22500 Salamo Road West Linn, OR 97068	Ph: 503-742-6025 Fax: 503-650-9041 Email: estein@westlinnoregon.gov
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Such policies or certificates must be delivered prior to commencement of the work.

The procuring of such required insurance shall not be construed to limit contractor’s liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

9. **METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS**

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

<b>City of West Linn</b>	<b>Law Office of John Millar, LLC</b>
Attn: Finance Department	Attn: John Millar
22500 Salamo Road West Linn, OR 97068	Address: 217 7 <sup>th</sup> Street Oregon City, OR 97045
Phone: 503- 657-0331	Phone: 971-599-6651
Fax: 503-650-9041	Fax:
Email: acctspayable@westlinnoregon.gov	Email: John@LegalHelpNow.net

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances,

notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

**10. MERGER**

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

**11. TERMINATION WITHOUT CAUSE**

At any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving notice to Contractor. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.

**12. TERMINATION WITH CAUSE**

A. City may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

- 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds
- 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3) If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 4) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

Any such termination of this agreement under paragraph (a) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

- 1) If Contractor fails to provide services called for by this Agreement within the time specified in this Agreement or any extension thereof, or
- 2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

**13. ACCESS TO RECORDS**

City shall have access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

**14. FORCE MAJEURE**

Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

**15. NON-WAIVER**

The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

**16. NON-DISCRIMINATION**

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

**17. ERRORS**

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

**18. EXTRA (CHANGES) WORK**

The City Manager exclusively may authorize extra (and/or change) work. Failure of Contractor to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

**19. WARRANTIES**

All work shall be guaranteed by Contractor for a period of one year after the date of final acceptance of the work by the owner. Contractor warrants that all practices and procedures, workmanship and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve Contractor from liability under warranties contained in or implied by this Agreement.

**20. ATTORNEY'S FEES**

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

**21. GOVERNING LAW**

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

**22. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES**

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapters 279A and 279B, the provisions of which are hereby made a part of this agreement

**23. CONFLICT BETWEEN TERMS**

It is further expressly agreed by and between the parties that 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 control and nothing in this Agreement shall be considered as an acceptance of any conflicting terms in the Contractor's proposal.

**24. AUDIT**

Contractor shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Contractor agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

**25. 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.

**26. AMENDMENT AND COMPLETE AGREEMENT**

This Agreement and attached exhibits constitutes the entire Agreement between the parties. 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. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement regarding this Agreement. Contractor, by the signature of its authorized representative, acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

INTENDING TO BE BOUND, City has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date written below.

**JOHN MILLAR**

**CITY OF WEST LINN**

\_\_\_\_\_  
*John Millar, City Prosecutor*

\_\_\_\_\_  
*Eileen Stein, City Manager*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**ATTACHMENT A**  
**SCOPE OF WORK (SERVICES TO BE PROVIDED)**

- Evaluate police reports, related documents, and evidence to make an appropriate charging decision, when not prevented from doing so by the Oregon Rules of Professional Conduct for attorneys.
- Meet with police officers to review appropriate cases when necessary and inform officers of changes in the law that may affect prosecution.
- Prepare all legal documents, including criminal complaints, in preparation for prosecution
- Attend Arraignments, pre-trial conferences and probation violation hearings, usually one day per week.
- Prepare plea offers and negotiate appropriate cases in good faith.
- File any necessary pre-trial motions.
- Respond to discovery requests and pre-trial motions, as professionally appropriate.
- Prepare for criminal and violation trials.
- Conduct attorney-represented violation trials, including traffic and municipal code violations
- Conduct misdemeanor trials, usually before a jury.
- Prepare and file any necessary post-trial motions or documents.
- Respond to questions from City, usually from the court staff or police department.
- Consult with the City Manager at the completion of contract to discuss statistical information, such as number of cases handled, outcomes, or time spent on cases.
- In the event Contractor is unable to perform the necessary legal work due to a conflict of interest or other ethical bar, illness or vacation, City agrees to maintain a contract with a pro tem prosecutor to handle impacted cases.



CITY OF  
**West  
Linn**

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**Agenda Bill 2018-11-19-06**

Date: 11/19/2018

To: Russ Axelrod, Mayor  
Members, West Linn City Council

From: Mike Cardwell - Operations Supervisor  
Morgan Coffie - Public Works Management Analyst

Through: Lance Calvert, P.E. – City Engineer/Public Works Director *LEC*  
Eileen Stein, City Manager *ES*

Subject: Capital Purchase of Sewer Line Cleaner Truck (Replacement)

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**Purpose**

To purchase a replacement sewer line cleaner truck in the Public Works Department. The current vehicle is due for replacement following standard practice with the existing 18 year old cleaner truck being traded in towards the purchase of the new one.

**Question(s) for Council:**

Does Council wish to purchase replacement equipment to continue maintenance?

**Public Hearing Required:**

None required.

**Background & Discussion:**

A sewer line cleaner truck is required for ongoing maintenance of the City's sewer system. The current vehicle is at the end of its service life and in need of replacement. The purchase of this replacement vehicle is included in the City's capital replacement schedule and budgeted for the current biennium. The purchase is through the City's membership in the NJPA Cooperative Purchasing Contract which meets our purchasing requirements and provides the best pricing for the vehicle.

**Budget Impact:**

\$ 281,519.00 (includes \$10,000 trade-in) to Environmental Services Fund. Adequate funds are budgeted in the sewer utility fund in the current biennium for this purchase.

**Sustainability Impact:**

Not Applicable

**Council Options:**

1. Approve purchase of sewer line cleaner truck replacement.
2. Deny purchase of sewer line cleaner replacement and instruct staff to continue to utilize current vehicle.

**Staff Recommendation:**

1. Approve purchase of replacement sewer line cleaner truck to ensure City vehicle is in proper working order and to minimize vehicle breakdowns and potential expenditures for repairs to existing vehicle.

**Potential Motion:**

1. Motion to approve the purchase of the Vac-Con sewer line cleaner truck in the amount of \$281,591.00 and trade-in the existing vehicle in accordance with the NJPA Cooperative Purchasing Contract.

**Attachments:**

1. Sewer Line Cleaner Truck Quote
2. Picture of Existing Vehicle
3. Picture of Replacement Vehicle



9/21/18

HIGH PRESSURE SEWER CLEANER  
 NJPA CONTRACT: 122017-AMII

Customer: CITY OF WEST LINN PUBLIC WORKS

Shipping: OREGON

Requirement Specification	
High Pressure jet sewer cleaner with all standard equipment HS 1600	
Freightliner Model 114SD 4 x 2 chassis with Detroit DD13 450 HP diesel engine, Fuller 10 speed standard transmission, and A/C	
Body mounting on Chassis	
Front mounted articulating hose reel with 800' X 1" Jet Hose capacity	
1600 Gallon polyethylene water tank capacity with 10 year warranty	
800' of 3/4" x 3000 PSI Jet hose	
Water pump rated 50 GPM @ 3000 PSI with smooth continuous pressure	
Hydrostatic drive	
2 1/2" Water drain gate valve assembly	
50' capacity retractable hand gun hose reel	
Air purge system	
Arctic winter recirculating system for rodder hose	
Front bumper hand gun connection	
Lateral cleaning kit with 200' of 1/2" hose with nozzle	
Pre-tank Y filter	
Variable flow valve	
Water pump remote oil drain	
Winter recirculating connection for high pressure circuit	

**Requirement Specification**

Winter recirculating connection for low pressure circuit	
Winter recirculating system for rodder hose	
Dual roller level wind guide	
Cone storage racks	
Hose footage counter	
Rear mounted tow hooks	
Hand held LED spot light with 50' retractable cord	
LED 4 strobes - 2 front bumper, 2 rear bumper	
LED Arrow board	
LED flood light - Level wind area with limb guard	
Two mirror mounted LED strobe light with limb guard	
Back up alarm	
Front bumper camera placement to view manhole work area	
Low water alarm with light	
Traffic camera with color monitor	
Rear camera placement	
Cam-locks for rear drain hose	
Cam-locks for water fill hose	
Hand gun assembly with 25' of 1/2" hose	
Hand gun bracket assembly	
Anti-sail mud flaps	
Electronic Vac-Con manual, additional	
Omnibus precision power	
Paper Vac-Con Manual	
3/4" 50gpm grenade nozzle	

**Requirement Specification**

3/4" x 10' Length leader hose	
Four 16" x 13" x 72" Aluminum side mounted tool box	
Storage box	
Air horn single base	
Block heater	
Heated motorized mirrors	
Electric window/door locks	
Two standard ENZ nozzles, one sanitary (egg) and one Chisel point penetrator	
ICC lighting	
Hose guide (tiger tail) for hose protection, hydrant wrench, 25' of fill hose	
20 gpm @ 600 PSI wash down system with hand gun and 25' of 1/2" hand gun hose	
Paint : Body unit : White	
Local dealer pre delivery inspection	
Training at customer facility	
Consignee Delivery and training to customer facility	
<b>TOTAL UNIT COST PER CONTRACT</b>	<b>\$281,519.00</b>

**Delivery is \_\_\_\_\_ Days after receipt of order.**

NIPA CONTRACT NO 122017-AMI

VENDOR/CONTRACT HOLDER: ATLANTIC MACHINERY, INC.

2628 GARFIELD AVE.

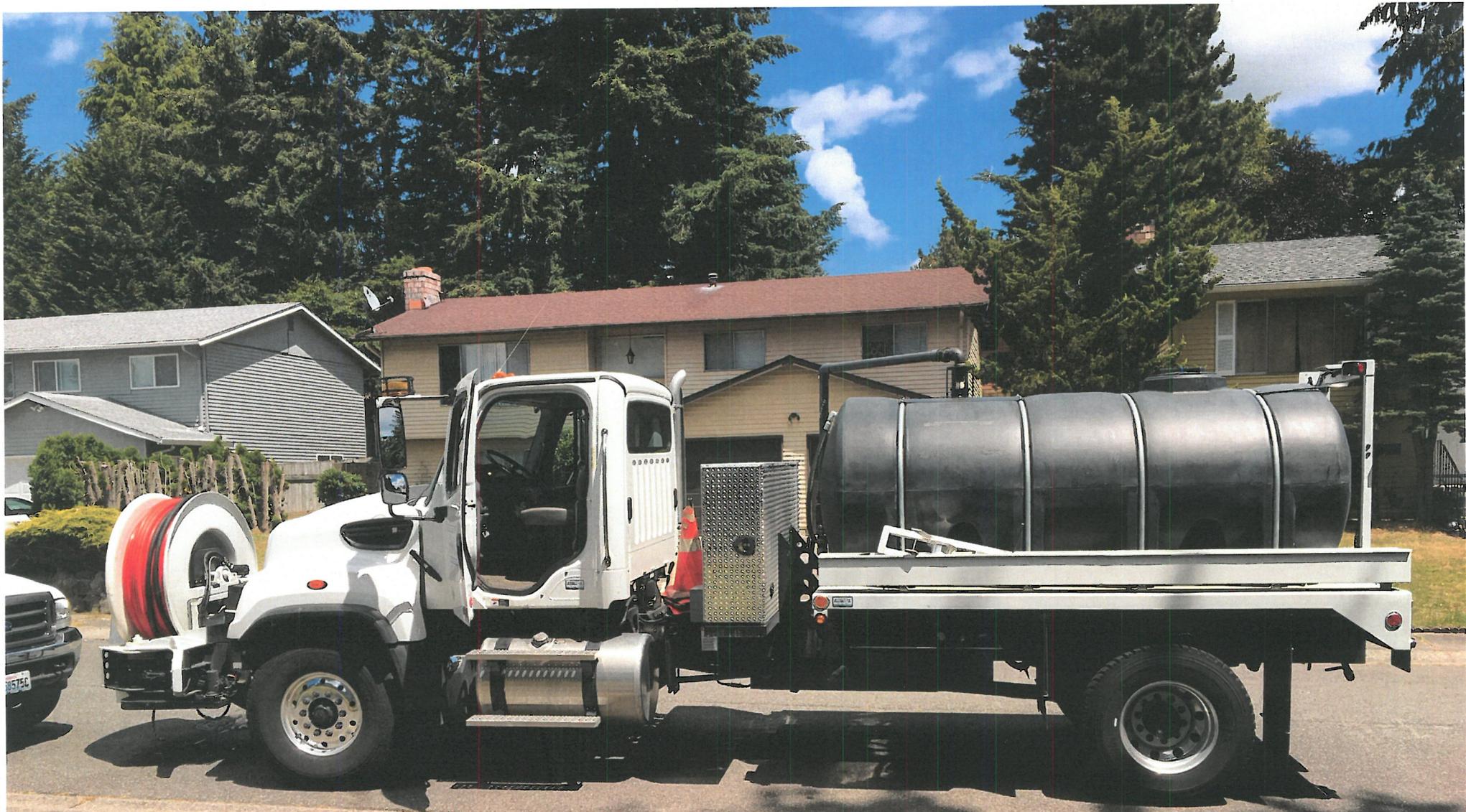
SILVER SPRING, MD 20910

CONTACT: M.J. DUBOIS

MAIL [MJDUBOIS@ATLANTICMACHINERYINC.COM](mailto:MJDUBOIS@ATLANTICMACHINERYINC.COM)



Existing Vehicle



Replacement Vehicle